City of Santa Fe, New Mexico

memo

DATE: November 7, 2014

TO: Finance Committee

FROM: Robert Rodarte, Purchasing Officer
Purchasing Office

VIA: Teresita Garcia, Assistant Director
Finance Department

ISSUE: Award of Request for Proposal # '14/14/P
For and Advanced Metering Infrastructure System and Related Installation and Implementation Services

SUMMARY:
On January 10, 2014, eight proposals were received for the above referenced service as follows:

	Evaluation Score Written
Badger Meter, WI	**2085**
Xtralight Manufacturing, TX	1923
Mountain states Pipe & Supply, CO	1892
Aclara Technologies, LLC, TX	1663.5
Ferguson Waterworks, Albuquerque	1090
Metron-Farnier & Transparent Technologies, CO	1082.5
Yearout Energy Services Co., Albuquerque	700
Zenner USA, TX	670

The evaluation criteria consisted of AMI System capabilities (20%); qualifications (30%); approach (20%); and product specifications (20%). The proposal was reviewed and evaluated by Nick Schiavo, Alan Hook, Richard Chavez, Michael Moya and Laurie Trevizo, Water.

The using department has reviewed the proposals and recommends award to Badger Meter, WI, in the total amount of $8,310,826.80. The total includes 10 years of Maintenance and Support.

Budget is available as outlined in memo of recommendation from using department.

ACTION:
It is requested that this recommendation of award to Badger Meter, WI, in the amount of $8,310,826.80 be reviewed, approved and submitted to the City Council for its consideration.

SS001.PM5 - 7/95

EALUATION SCORES

For and Advanced Metering Infrastructure System and Related Installation and Implementation Services

'14/14/P

Written Evaluation

RFP Submittals	Nick Schiavo	Alan Hook	Richard Chavez	Michael Moya	Laurie Trevizo	Total
Badger Meter	400	415	380	470	420	**2085**
Xtralight Manufacturing	390	347.5	360	450	375.5	1923
Mountain States Pipe & Supply	320	370	340	430	432	1892
Aclara Technologies, LLC	300	285	280	460	338.5	1663.5
Ferguson Waterworks	190	280	220	260	140	1090
Metron-Farnier & Transparent Technologies	210	175	180	350	167.5	1082.5
Yearout Energy Services Co	120	120	110	230	120	700
Zenner USA	150	125	120	140	135	670

City of Santa Fe, New Mexico

memo

DATE: **November 10, 2014**

TO: **Finance Committee**

FROM: **Diana Catanach, Utility Billing Division Director**

VIA: **Nick Schiavo, Public Utilities Director** NSA

Subject: **Request of Approval of Award of Contract to Badger Meter for the Meter Reading Infrastructure System and Implementation Services**

Request for approval of Budget Adjustment Request

ITEM AND ISSUE:

Request for approval of award of contract to Badger Meter, Inc. for the Meter Reading infrastructure system and implementation services under RFP #14/14/P.

Request for approval of Budget Adjustment Request from Reserve Funds, under Equipment and Machinery – Capital Outlay. Line item #570550, Business Unit – 52209; in the amount of $2,500,000.00.

SUMMARY:

RFP #14/14/P was issued in order to select a new Meter Reading infrastructure system and the associated implementation services. An evaluation team reviewed eight (8) proposals submitted in response to the RFP. Based on the rating and ranking of the RFP responses, the top four (4) applicants were asked to demonstrate their product and discuss their implementation methodology. Each vendor had one-half (1/2) day to conduct their demonstration.

The evaluation team included Nick Schiavo, Public Utilities Director, Michael Moya, Transmission & Distribution Manager, Alan G. Hook, Water Resources Coordinator Assistant, Richard A. Chavez, Meter Reading Supervisor and Laurie Trevizo, Water Conservation Manager.

The evaluation team unanimously selected the solution, (product, software, services and annual maintenance) from Badger Meter, Inc. The second attachment shows the combined evaluation scores for the top four applicants.

The evaluation committee recommended Badger Meter, Inc., for the following reasons:

- Infrastructure – use of existing city wide cellular towers
- Enhanced Customer Service - Badger Automated Meter Infrastructure (AMI) offers customer web portal and cell phone application with real-time data. Water usage can be seen in graph format on the on-line web portal and the cell phone application. Messages, alerts and updates can be sent via email to
- Faster leak detection
  - ✓ Customizable alerts that can be sent by text message to the consumer as well as the Utility Billing Division, using the hourly read data that allows us to define exceptions, including continuous flow, to more quickly identify and fix problems
- Easier Compliance Reporting
  - ✓ Facilitates regulatory compliance by using the system's hourly read data to configure and print required reports through the system.
- Water Conservation Clarity
  - ✓ Quantify the effects of water conservation efforts by the utility division or by the water consumer.
- Decreased fleet services

Attached are the agreements from Badger Meter, Inc., Statement of Work, Turnkey Installation Agreement and Schedule of Values with a total $8,310.826.80. The total cost includes 34,000 meters, endpoints, installation, and annual maintenance and support fees. The cost will be through 2024 with the Maintenance & Support fees listed below.

Pricing/Payment (Subscription/Maintenance & Support) Schedule:

Year 1	Year 2	Year 3	Year 4	Year 5	Year 6	Year 7	Year 8	Year 9	Year 10
$83,452	$237,492	$308,079	$308,079	$308,079	$308,079	$308,079	$308,079	$308,079	$308,079

If approved, the meters will be installed over a two-year period. All installation services are included as part of the agreement. Once approval is received from Finance Committee, and City Council, the implementation will be scheduled to begin in March, 2015. The initial implementation cost will consist of purchase of meters for the 1st phase and software installation, approximately $2,500,000.00 in FY14/FY15. Additional budget request for FY15/FY16 will be done for the 2nd phase, in the amount of approximately $3,333,320.00. Over the next ten years a service and maintenance fee as seen on the above schedule will be budgeted, in the amount of $2,477,497.00 which is all part of the $8,310,826.80 cost of the entire project.

Badger Meter, Inc. and the City of Santa Fe have negotiated a 10-year warranty with a 20-year proration for full replacement. At the 10-year mark the City of Santa Fe is eligible for a full upgrade to the latest product at a discounted rate.

ACTION

Request of Approval of Award of Contract to Badger Meter for the Meter Reading Infrastructure System and Implementation Services, and that this item be forwarded to the December 10, 2014 City Council Meeting for review.

Request of Approval of Budget Adjustment Request in the amount $2,500,000.00 from Business Unit 52209, Line Item 570550, under Equipment and Machinery under Capital Outlay from the Public Utilities Reserves.

Thank you.

City of Santa Fe
Summary of Contracts, Agreements, & Amendments

Section to be completed by department for each contract or contract amendment

1 **FOR:** ORIGINAL CONTRACT ☑ or CONTRACT AMENDMENT ☐

2 Name of Contractor Badger Meter

3 Complete information requested ☑ Plus GRT ☐ Inclusive of GRT

Original Contract Amount: $8,310,826.80

Termination Date: 2 years from approval

☑ Approved by Council Date: pending

☐ or by City Manager Date: _____

Contract is for: 2 year contract

Amendment # _____ to the Original Contract# _____

Increase/(Decrease) Amount $ _____

Extend Termination Date to: _____

☐ Approved by Council Date: _____

☐ or by City Manager Date: _____

Amendment is for:

4 **History of Contract & Amendments:** (option: attach spreadsheet if multiple amendments) ☐ Plus GRT ☐ Inclusive of GRT

Amount $ _____ of original Contract# _____ Termination Date: _____

Reason: _____

Amount $ _____ amendment # _____ Termination Date: _____

Reason: _____

Amount $ _____ amendment # _____ Termination Date: _____

Reason: _____

Amount $ _____ amendment # _____ Termination Date: _____

Reason: _____

Total of Original Contract plus all amendments: $ _____

City of Santa Fe
Summary of Contracts, Agreements, & Amendments

5 **Procurement Method of Original Contract:** (complete one of the lines)

RFP# 14/14/P Date: October 1, 2014

RFQ ☐ _____ Date: _____

Sole Source ☐ _____ Date: _____

Other _____

6 **Procurement History:** 7 months of year 1
example: (First year of 4 year contract)

7 **Funding Source:** Utility Billing Section **BU/Line Item:** 52209.57055

8 **Any out-of-the ordinary or unusual issues or concerns:**
none
(Memo may be attached to explain detail.)

9 **Staff Contact who completed this form:** Maya Martinez

Phone # 955-4271

10 **Certificate of Insurance attached.** (if original Contract) ☐

Submit to City Attorney for review/signature
Forward to Finance Director for review/signature
Return to originating Department for Committee(s) review or forward to City Manager for review and approval (depending on dollar level).

To be recorded by City Clerk:

Contract # _____

Date of contract Executed (i.e., signed by all parties): _____

Note: If further information needs to be included, attach a separate memo.

Comments:
Going to committee for approval for FY 10/11 budget.

m

City of Santa Fe, New Mexico

BUDGET ADJUSTMENT REQUEST (BAR)

DEPARTMENT / DIVISION / SECTION / UNIT NAME	DATE
Public Utilities/Water	11/07/2014

ITEM DESCRIPTION	B.U. / LINE ITEM	SUBLEDGER (Finance Dpt. Use Only)	DR/CR	INCREASE	DECREASE
System Equipment	52209.570550		DR	2,500,000	
Transfer In	51205.600100	5300	CR	(2,500,000)	
Transfer Out	52300.700100	5205	DR	2,500,000	
			TOTAL	$ 2,500,000	$ -

JUSTIFICATION: *(use additional page if needed)*

Transfer from the Water Cash Reserves for the Meter Reading project

Maya Martinez
Prepared By — Date

Division Director — Date

Department Director — Date 11/10/14

CITY COUNCIL APPROVAL

City Council Approval Required ☐

City Council Approval Date

Agenda Item #:

Budget Officer — Date 11/10/14

Finance Director — Date

City Manager — Date

Co	Account Number	LD	Description	Prior Year-End Balance	Current ..... Postings..... This Period	Year-To-Date	Current Balance
05300	5300. A	1	Water Division Operating Fund				
05300	5300. B	2	B/S Water Div Operating Fund				
05300	5300.100000	3	ASSETS				
05300	5300.100010	4	Cash and Investments				
05300	5300.100150	6	Water Department	600.00			600.00
05300	5300.100700	5	Cash due from Hub				
05300	5300.100700.07000	5	Cash due from Hub	21,194,640.08	520,249.01-	5,478,908.57	26,673,548.65
05300	5300.100750	5	Restricted Cash	364,151.92		270.08	364,422.00
05300	5300.101500	5	Cash in Trust	5.66			5.66
			Cash in Trust	5.66			5.66
			Cash and Investments	21,559,397.66	520,249.01-	5,479,178.65	27,038,576.31
05300	5300.103010	4	State Shared Tax				
05300	5300.108010	4	Intergovernmental Receivable				
05300	5300.108100	5	Federal Grants	50,000.00		50,000.00-	
05300	5300.108400	5	Other	500.00			500.00
			Intergovernmental Receivable	50,500.00		50,000.00-	500.00
05300	5300.109010	4	Accounts Receivable				
05300	5300.109400	5	Utilities				
05300	5300.109660	6	Utilities - Misc	1,166,290.51			1,166,290.51
05300	5300.109670	6	JD Edwards Water Customers	6,307,733.38	606,289.45-	7,197,216.26-	889,482.88-
05300	5300.109700	6	Allowance for Uncollectible	3,893,834.00-			3,893,834.00-
			Utilities	3,580,189.89	606,289.45-	7,197,216.26-	3,617,026.37-
			Accounts Receivable	3,580,189.89	606,289.45-	7,197,216.26-	3,617,026.37-
05300	5300.110010	4	Interest Receivable				
05300	5300.110100	5	Interest Receivable	29,063.07			29,063.07
			Interest Receivable	29,063.07			29,063.07
05300	5300.113010	4	Other Receivable				
05300	5300.116010	4	Inventories				
05300	5300.116200	5	Supplies				
05300	5300.116300	6	First Aid	849.40-	74.06-	159.21	690.19-
05300	5300.116350	6	Janitorial & Maintenance	7.44			7.44
05300	5300.116400	6	Clothing & Uniforms	86.93-	15.50-	94.26-	181.19-
05300	5300.116451	6	Equipment & Supplies-City	455,009.59	4,132.42-	7,870.64-	447,138.95
			Supplies	454,080.70	4,221.98-	7,805.69-	446,275.01

ACTION SHEET
PUBLIC UTILITES COMMITTEE MEETING OF 11/5/14

ISSUE NO. 18

Request for approval of award of contract to Badger Meter for the Meter Reading System and Implementation Services – RFP# '14/14/P for the amount of $ 8,310,826.80 exclusive of NMGRT. (Diana Catanach)

Public Utilities Committee – 11/5/14
Finance Committee – 11/17/14
City Council – 12/10/14

PUBLIC UTILITES COMMITTEE ACTION: Approved to forward to 11/17/14 Finance Committee.

SPECIAL CONDITIONS OR AMENDMENTS:

STAFF FOLLOW UP:

VOTE:	FOR	AGAINST	ABSTAIN
COUNCILOR RIVERA, CHAIR	X		
COUNCILOR MAESTAS	X		
COUNCILOR BUSHEE	X		
COUNCILOR DIMAS	X		
COUNCILOR IVES	X		

City of Santa Fe, New Mexico

memo

DATE: October 22, 2014

TO: Public Utilities Committee

FROM: Diana Catanach, Utility Billing Division Director

VIA: Nick Schiavo, Public Utilities Director NSA

Subject: Request of Approval of Award of Contract to Badger Meter for the Meter Reading Infrastructure System and Implementation Services

ITEM AND ISSUE:

Request for approval of award of contract to Badger Meter, Inc. for the Meter Reading infrastructure system and implementation services under RFP #14/14/P

SUMMARY:

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- Faster leak detection
  - ✓ Customizable alerts that can be sent by text message to the consumer as well as the Utility Billing Division, using the hourly read data that allows us to define exceptions, including continuous flow, to more quickly identify and fix problems
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  - ✓ Quantify the effects of water conservation efforts by the utility division or by the water consumer.
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Attached are the agreements from Badger Meter, Inc., Statement of Work, Turnkey Installation Agreement and Schedule of Values with a total at the end of the two-year project of $8,310.826.80. The total cost includes 34,000 meters, endpoints, installation, and annual maintenance and support fees.

Pricing/Payment (Subscription/Maintenance & Support) Schedule:

Year 1	Year 2	Year 3	Year 4	Year 5	Year 6	Year 7	Year 8	Year 9	Year 10
$83,452	$237,492	$308,079	$308,079	$308,079	$308,079	$308,079	$308,079	$308,079	$308,079

If approved, the meters will be installed over a two-year period. All installation services are included as part of the agreement. It is anticipated that work will begin in March, 2015, and therefore the project cost will be split between FY14/15 and FY 15/16.

Badger Meter, Inc. and the City of Santa Fe have negotiated a 10-year warranty with a 20-year proration for full replacement. At the 10-year mark the City of Santa Fe is eligible for a full upgrade to the latest product at a discounted rate.

ACTION

Request of Approval of Award of Contract to Badger Meter for the Meter Reading Infrastructure System and Implementation Services, and that this item be forwarded to the November 17, 2014 Finance Committee Meeting, and the December 10, 2014 City Council Meeting for review.
Thank you.

This BEACON AMA MANAGED SOLUTION MASTER AGREEMENT ("**Agreement**") is entered into as of the day of ,2014 (the "**Effective Date**") by and between Badger Meter, Inc. , a Wisconsin corporation with offices located at 4545 W. Brown Deer Road, Milwaukee, Wisconsin 53223, ("**Badger Meter**"), and the City of Santa Fe, New Mexico, and as applicable its officers, directors, members, board members, governing members, trustees, commissioners, elected and appointed officials, employees, agents, consultants and other representatives ("**Customer**").

(1) SERVICE. Badger Meter and its cellular service aggregator and data-hosting service providers ("**Suppliers**") have developed a hosted, on-demand, web-based service website ("**Portal**") accessible to its customers to provide metering and water usage service information, communicated through a cellular network, for its customers ("**Service**"), and documentation to assist customers in using the Portal and the Service ("**Documentation**").

(2) RIGHT TO ACCESS AND USE THE PORTAL AND SERVICE. In consideration of the payment of the Service Fees as set forth in Section (5), Badger Meter grants to Customer, its employees and contractors that Customer approves as users of the Service ("**Authorized User**") and Customer's approved end-user water customers ("**Authorized Consumer**") the right to remotely access and use the Service from the Portal (as currently configured) for Customer's internal business use and for the benefit of its Authorized Consumers in accordance with this Agreement.

(3) OWNERSHIP OF PORTAL AND SERVICE.

(a) Badger Meter Service. Badger Meter owns all rights, title and interest in the Portal, Service and Documentation, including all associated intellectual property rights. Neither Customer, nor its Authorized Users or Authorized Consumers will obtain any rights, title or interest in the Portal, Service, or Documentation or any associated intellectual property rights, other than the right to access and use the Portal, Service and Documentation, subject to the terms of this Agreement.

(b) Suggestions. If Customer provides Badger Meter any suggested improvements ("**Suggestions**") to the Portal, Service or Documentation, Customer agrees that Badger Meter will own all rights, title and interest in and to the Suggestions, even if Customer has designated the Suggestions as confidential. Badger Meter will be entitled to use the Suggestions without restriction. By entering into this Agreement, Customer irrevocably assigns, conveys and transfers to Badger Meter all right, title and interest in and to the Suggestions and agrees to provide Badger Meter with commercially reasonable assistance to document, perfect and maintain Badger Meter's rights in the Suggestions.

(4) TERM. The term of the Agreement for the Portal, Service and Documentation begins on the Effective Date and continues for a ten (10) year term unless earlier terminated in accordance with Section (16) of the Agreement (the "**Term**"). The term for the turnkey installation project begins on the Effective Date and continues for a two (2) year term.

(5) FEES.

(a) Service Fees. In consideration for the right to access and use the Portal, Service and Documentation, Customer agrees to pay Badger Meter certain fees ("**Service Fees**") to obtain enterprise-wide access to the Portal, Service and Documentation, authorizing all of its Authorized Users and Authorized Consumers to use the Portal and Service and Documentation in accordance with the terms of this Agreement, pursuant to the pricing set forth in **Exhibit 1 - Fees**.

(b) Taxes and Surcharges. Customer will be responsible to pay any sales, use, value added or excise taxes or surcharges resulting from use of the Portal, Service and Documentation by Customer, its Authorized Users or Authorized Consumers, excluding taxes due on Badger Meter's income. Customer will not be responsible for payment of taxes or surcharges resulting from its use of the cellular service included as part of the Service, as those charges are included in the Service Fees.

(c) Updated Schedule of Fees. At least ninety (90) days prior to the expiration date of the Term ("**Anniversary Date**"), Badger Meter will provide Customer with a proposed updated Schedule of Fees for the Service for the upcoming contract term, which the Customer may accept or the parties may negotiate further.

(6) RESTRICTIONS ON RIGHT TO USE. Customer agrees that Customer, its Authorized Users and Authorized Consumers will not use or permit or assist another to use the Portal, Service or Documentation in violation of this Agreement and will not:

(a) Sell, license, resell, sublicense, or otherwise permit any third parties other than Authorized Users or Authorized Consumers to access or use the Portal, Service, or Documentation.

(b) Remove patent, copyright, trademark or other intellectual property markings from the Portal, Service or Documentation.

(c) Modify, alter, tamper with, repair or otherwise creative derivatives from the Portal, Service or Documentation.

(d) Copy, reverse engineer, disassemble or decompile the Portal, Service or Documentation

or apply any other process or procedure to derive the source code from any software included in the Portal or Service.

(e) Provide Customer Content which infringes on the intellectual rights of any person or entity or use the Portal, Service or Documentation in violation of the intellectual property rights of Badger Meter, its Suppliers or any third party.

(f) Use the Portal or Service in a manner that violates any applicable international, federal, state or local laws, rules or regulations.

(g) Assert or authorize, assist or encourage any third party to assert against Badger Meter, its affiliates, customers, vendors, business partners, Servicers or licensors any intellectual property infringement Claim regarding the Portal, Service or Documentation.

(h) Transmit content or messages that are illegal, fraudulent, threatening, abusive, defamatory, or obscene.

(i) Make any unauthorized connection to Badger Meter's information technology architecture ("**Network**")

(j) Communicate any unsolicited commercial, voice, SMS, or other message.

(k) Upload or transmit any "virus," "worm," or malicious code or access, alter, or interfere with the communications of and/or information about another customer.

(l) Take actions that could cause damage to or adversely affect Badger Meter, the Service, Portal, Suppliers, Network or the property or reputation of Badger Meter or its Suppliers.

Customer and Badger Meter agree to make good faith efforts to minimize abuse or fraudulent use of the Portal and Service, to promptly report to each other any such abuse or fraudulent use of which they become aware, and to fully cooperate in any investigation or prosecution initiated by Badger Meter, its Suppliers or Customer related to abuse or fraudulent use of the Portal and Service.

(7) CUSTOMER SUPPORT. Badger Meter will provide Customer the support services described in **Exhibit 2 - Service Level Agreement.**

(8) CUSTOMER CONTENT.

(a) Customer Content Defined. Customer, its Authorized Users and Authorized Consumers will provide Badger Meter and its Suppliers certain text, audio, video, images, Customer Data, customer billing information, personally identifiable information or other content ("**Customer Content**").

(b) Ownership. The Parties agree that that the Customer Content is and shall remain the sole and exclusive property of Customer and/or its licensors or Authorized Consumers, including but not limited to any intellectual rights in the Customer Content.

(c) Use of Customer Content by Badger Meter. Customer, its Authorized Users and Authorized Consumers consent to Badger Meter and its Suppliers' right to host, access, store, copy and use the Customer Content as is reasonably necessary to provide, maintain, repair and enhance the Portal, Service and Documentation. Badger Meter may disclose certain Customer Content only to provide the Service to Customer, its Authorized Users and Authorized Consumers or to comply with the law or request of a governmental or regulatory body (including subpoenas or court orders.) Badger Meter will give Customer reasonable notice of a request from a governmental entity to allow Customer to seek a protective order or other appropriate remedy (except to the extent such notice would violate a court order or other legal requirement).

(d) Customer Responsibilities. Customer is solely responsible for the development, content, operation and maintenance of the Customer Content, including but not limited to the technical operation of the Customer Content, and ensuring that calls made to the Service from Customer's network are compatible with then-current API's for the Service. Customer is responsible to ensure that Customer, its Authorized Users and Authorized Consumers comply with the Badger Meter Terms of Use Policy, the Badger Meter Privacy Policy or any other policies referenced in this Agreement and the law. Customer will respond to any Claims related to the Customer Content and is responsible for properly handling and processing notices sent to Customer by any person claiming that the Customer Content violates such person's legal rights, including notices pursuant to the Digital Millennium Copyright Act.

(9) CONFIDENTIALITY.

(a) Confidential Information Defined. For purposes of this Agreement, Confidential Information means all nonpublic information disclosed by one party to the other that is designated as confidential or that given the nature of the information or circumstances surrounding its disclosure, reasonably should be understood to be confidential, including but not limited to: (a) nonpublic information related to Badger Meter or its affiliates, Suppliers, business partners, technology, customers, business plans, intellectual property, promotional

and marketing activities, finances and other business affairs; (b) third party information Badger Meter is obligated to keep confidential; (c) the content and existence of any discussions or negotiations between the parties; (d) Badger Meter's intellectual property used in providing the Portal, Service or Documentation; (e) the Customer Content, but only to the extent that Customer Content contains proprietary information, billing information or other personally identifiable information ("**Customer Data**"); and (f) Traffic Data.

(b) Protection of Confidential Information. To the extent permitted by law and subject to the New Mexico Inspection of Public Records Act, NMSA 1978, 14-2-1 et. seq., the parties agree to hold the other party's Confidential Information in strict confidence and will not copy, reproduce, give, sell, assign, license, market, transfer or otherwise dispose of the Confidential Information of the other party to any third parties or use the Confidential Information for any purposes whatsoever other than as contemplated by this Agreement. The Parties will take commercially reasonable steps to avoid disclosure, dissemination or unauthorized access to or use of the Confidential Information during the Term and for a period of five (5) years after the end of the Term, except that Confidential Information which is designated as a trade secret which shall continue to be subject to these confidentiality obligations in perpetuity. The Parties will not issue any press release or make any other public communication with respect to this Agreement or Customer's use of the Portal or Service. Customer agrees it will not misrepresent or embellish the relationship between the Parties (including by expressing or implying that Badger Meter supports, sponsors, endorses or contributes to Customer or its business endeavors) or express or imply any relationship or affiliation between Badger Meter and Customer or any other person or entity except as expressly permitted by this Agreement.

(c) Ownership of Customer Data. All Customer Data pertaining to Customer or its Authorized Consumers is considered Confidential Information of Customer and owned by Customer. Customer grants Badger Meter and its Suppliers the right to host, access, store, copy, and use the Customer Data as is reasonably necessary to provide, maintain, repair and enhance the Portal, Service and Documentation.

(d) Traffic Information. All de-identified data generated or collected by Badger Meter through operation of the Portal and Service is referred to as the "**Traffic Data.**" All Traffic Data shall be the Confidential Information of and owned exclusively by Badger Meter.

(e) Third Party Requests for Confidential Information. Neither party may disclose the other party's Confidential Information except to a Supplier subject to the restrictions in this Agreement or an Authorized User or Authorized Consumer except as otherwise required by law. If a party receives a request for access to the other party's Confidential Information from a third party, the receiving party agrees to inform the disclosing party in writing within three (3)

business days of receipt of the request unless prohibited by law.

(f) **Exclusions from Confidential Information.** Confidential Information of a party shall not include information which: (i) is in or becomes part of the public domain through no fault of the receiving party; (ii) the receiving party can prove was known to it prior to its receipt from the disclosing party without reference to the Confidential Information; (iii) is independently developed by the receiving party outside of this Agreement without use of the disclosing party's Confidential Information; or (iv) is obtained by the receiving party from a third party which had no obligation of confidentiality to the disclosing party.

(10) **CUSTOMER'S REPRESENTATIONS AND WARRANTIES.** Customer represents and warrants to Badger Meter that Customer:

(a) **Authority**. Has the right and authority to enter into this Agreement and to meet its financial and legal obligations under this Agreement.

(b) **Ownership**. Customer, its licensors or its Authorized Consumers, own all rights, title and interest in and to the Customer Content, including but not limited to the Customer Data. Customer has all rights in the Customer Content necessary to grant the rights to Badger Meter contemplated under this Agreement.

(c) **Compliance with Badger Meter Policies**. None of the Customer Content or the use of the Customer content, the Portal or Service by Customer, its Authorized Users or its Authorized Consumers will violate Badger Meter's Terms of Use Policy or Privacy Policy.

(d) **No Infringement**. To Customer's knowledge, none of the Customer Content infringes the Intellectual Property Rights of any third party or is the subject matter of any pending or threatened lawsuit, legal proceeding or Claim.

(e) **Compliance with the Law**. The Customer, the Authorized Users or the Authorized Consumers will not access or use the Portal, Service or Documentation in any manner that violates any applicable international, federal, state or local laws and/or regulations, including but not limited to all applicable data protection, intellectual property and privacy laws.

(11) **REPRESENTATIONS AND WARRANTIES OF BADGER METER.**

(a) **Authority.** Badger Meter represents and warrants to Customer that it has the right and authority to enter into this Agreement and to perform its obligations under this Agreement.

(b) **Service Warranty.** Badger Meter represents and warrants to Customer that the Portal and Service will be provided pursuant to **Exhibit 2 – Service Level Agreement**. In providing the Portal and Service, Badger Meter will maintain sufficient data storage capacity to satisfy the technical requirements and required storage capacity to host the Portal and Service, in its reasonable discretion. If Customer allows unauthorized users to access the Portal, Service or Documentation, this express limited warranty will immediately become null and void.

(c) **Remedy for Breach of the Express Limited Warranty**. If the Portal, Service or Documentation fail to meet the terms of the express limited warranty set forth in Section 11(b), Customer is required to notify Badger Meter promptly and in no event later than thirty (30) days from the date of the breach, in writing, of any alleged failure and provide information to support its warranty claim. Customer's exclusive remedy for a breach of the express limited warranty is detailed in **EXHIBIT 2 – Service Level Agreement.**

(d) DISCLAIMER OF IMPLIED WARRANTIES. EXCEPT FOR THE EXPRESS LIMITED WARRANTY SET FORTH IN SECTION 11(b), BADGER METER MAKES NO OTHER EXPRESS OR IMPLIED REPRESENTATIONS OR WARRANTIES AS TO THE PORTAL, SERVICE OR DOCUMENTATION. BADGER METER EXPRESSLY DISCLAIMS ANY OTHER EXPRESS OR IMPLIED WARRANTIES WITH REGARD TO THE PORTAL, SERVICE OR DOCUMENTATION, INCLUDING, BUT NOT LIMITED TO, THE IMPLIED WARRANTIES OF MERCHANTABILITY, TITLE, NON-INFRINGEMENT, FITNESS FOR A PARTICULAR PURPOSE, QUIET ENJOYMENT, OR IMPLIED WARRANTIES ARISING FROM A COURSE OF DEALING, INDUSTRY PRACTICE OR USAGE OF TRADE.

BADGER METER EXPRESSLY DISCLAIMS THAT THE PORTAL AND SERVICE WILL BE UNINTERRUPTED, ERROR FREE OR FREE OF HARMFUL COMPONENTS, AND EXPRESSLY DISCLAIMS ANY WARRANTIES AS TO THE RELIABILITY, QUALITY, SECURITY, CONDITION, DESIGN, SUITABILITY, INTER-OPERABILITY, AVAILABILITY, COMPLETENESS OF THE PORTAL OR SERVICE OR THAT ANY CONTENT, INCLUDING THE CUSTOMER CONTENT, WILL BE SECURE OR NOT OTHERWISE LOST OR DAMAGED.

(e) ESSENTIAL TERMS. THE ENFORCEABILITY OF THIS SECTION (11) IS ESSENTIAL TO BADGER METER'S WILLINGNESS TO ENTER INTO THIS AGREEMENT WITH CUSTOMER.

(12) LIMITATION OF LIABILITY. IF ANY PARTY DEFAULTS IN ITS OBLIGATIONS UNDER THIS AGREEMENT AND SUBJECT TO THE LIABILITY CAP SET FORTH IN SECTION (14):

(a) DIRECT DAMAGES. THE NON-BREACHING PARTY WILL BE ENTITLED TO RECOVER FROM THE BREACHING PARTY ONLY THE ACTUAL AND DIRECT DAMAGES THAT THE NON-BREACHING PARTY MAY INCUR AS A RESULT OF SUCH

BREACH.

(b) LIMITS ON DAMAGES. EXCEPT FOR PAYMENT OBLIGATIONS (i) ARISING UNDER SECTIONS (11), (14) AND (15) (INDEMNIFICATION), (ii) DAMAGES FOR GROSS NEGLIGENCE, OR WILLFUL MISCONDUCT OR CLAIMS FOR VIOLATION OF THE OTHER PARTY'S INTELLECTUAL PROPERTY RIGHTS, NEITHER PARTY NOR ANY OF ITS RESPECTIVE AFFILIATES, SUPPLIERS OR LICENSORS WILL BE LIABLE TO THE OTHER PARTY, AN AUTHORIZED USER, AUTHORIZED CONSUMER OR ANY THIRD PARTY FOR ANY CLAIMS, DEMANDS, ACTIONS, LOSSES, DAMAGES, FINES, JUDGMENTS SETTLEMENTS, COSTS, EXPENSES, ATTORNEY'S FEES, AND COURT COSTS OR AND ANY OTHER LIABILITIES OF ANY NATURE WHATSOEVER, INCLUDING BUT NOT LIMITED TO THE PORTAL, SERVICE, DOCUMENTATION OR THE SUBJECT MATTER OF THIS AGREEMENT ("CLAIM").

(c) NO CONSEQUENTIAL DAMAGES. IN NO EVENT SHALL BADGER METER BE LIABLE TO CUSTOMER, AN AUTHORIZED USER, AN AUTHORIZED CONSUMER OR ANY THIRD PARTY FOR (A) ANY SPECIAL, INDIRECT, INCIDENTAL, CONSEQUENTIAL, EXEMPLARY OR PUNITIVE DAMAGES, EVEN IF ADVISED OF THE POSSIBILITY THEREOF; (B) ANY CLAIMS RESULTING FROM LOSS OF DATA, CUSTOMER CONTENT, CUSTOMER DATA, BREACH OF CONFIDENTIALITY, LOST REVENUE, LOST PROFITS, LOSS OF CONTRACT OR OF OTHER ECONOMIC ADVERSITY; OR (C) ANY CLAIM ARISING IN CONTRACT, TORT, OR OTHERWISE.

NEITHER BADGER METER OR ANY OF ITS AFFILIATES, SUPPLIERS OR LICENSORS WILL BE RESPONSIBLE FOR ANY COMPENSATION, REIMBURSEMENT OR DAMAGES ARISING IN CONNECTION WITH: (A) CUSTOMER'S INABILITY TO USE THE PORTAL OR SERVICE, INCLUDING AS A RESULT OF ANY: (i) TERMINATION OR SUSPENSION OF THIS AGREEMENT OR CUSTOMER'S USE OF OR ACCESS TO THE SERVICE ; (ii) BADGER METER'S DISCONTINUATION OF THE SERVICE IN WHOLE OR IN PART, OR (iii) WITHOUT LIMITING ANY OBLIGATIONS UNDER THE SERVICE LEVEL AGREEMENT, ANY UNANTICIPATED OR UNSCHEDULED DOWNTIME OF ALL OR A PORTION OF THE SERVICE FOR ANY REASON, INCLUDING BUT NOT LIMITED TO AS A RESULT OF A POWER OUTAGE, SYSTEM FAILURE OR OTHER INTERRUPTION; (B) THE COST OF PROCUREMENT OF SUBSTITUTE SERVICES; (C) ANY INVESTMENTS, EXPENDITURES OR COMMITMENTS MADE BY CUSTOMER IN CONNECTION WITH THIS AGREEMENT OR CUSTOMER'S USE OF OR ACCESS TO THE SERVICE OR (D) ANY UNAUTHORIZED ACCESS TO, ALTERATION OR THE DELETION, DESTRUCTION, DAMAGE, LOSS OR FAILURE TO STORE ANY OF CUSTOMER'S CONTENT OR OTHER DATA.

(d) INDEPENDENT LIMITATIONS. THESE LIMITATIONS ARE INDEPENDENT FROM ALL OTHER PROVISIONS OF THIS AGREEMENT AND WILL APPLY NOTWITHSTANDING THAT A REMEDY FAILS OF ITS ESSENTIAL PURPOSE AND IRRESPECTIVE OF THE MANNER IN WHICH THE CLAIM IS MADE.

(e) Any liability incurred by the City of Santa Fe in connection with this Agreement is subject to the immunities and limitations of the New Mexico Tort Claims Act, Section 41-4-1, et. seq.

NMSA 1978, as amended. The City and its "public employees" as defined in the New Mexico Tort Claims Act, do not waive sovereign immunity, do not waive any defense and do not waive any limitation of liability pursuant to law. No provision in this Agreement modifies or waives any provision of the New Mexico Tort Claims Act.

(13) CAP ON DAMAGES. Notwithstanding anything to the contrary contained in this Agreement, Badger Meter's total liability during the previous twelve month period from the date of the Claim for Claims made by Customer or any third party against Badger Meter arising from or related to the Portal, Service or Documentation may not exceed the amount charged by Badger Meter to Customer for the previous twelve (12) month period prior to the date of the claim which relates to the affected Badger Meter Portal or Service.

(14) CUSTOMER'S INDEMNIFICATION OBLIGATIONS.

(a) Generally. To the extent permitted by law, Customer agrees to defend, indemnify, and hold harmless Badger Meter as well as its parents, subsidiaries, affiliates, officers, employees, agents, licensors, Suppliers, representatives and customers and each of their respective employees, officers, directors, members and representatives (the "**Badger Meter Parties**"), against any and all Claims made against the Badger Meter Parties by any third party arising out of or related to: (i) Customers, Authorized Users or Authorized Consumers access and use of the Portal, Service, or Documentation; (ii) the subject matter of this Agreement ; (iii) violation of applicable law by Customer, its Authorized Users or Authorized Consumers; (iv) the Customer Content or the combination of the Customer Content with other applications, content or processes, including any claim involving alleged infringement or misappropriate of third party rights related to the Customer Content or by the use, development, design, producing, advertising or marketing of Customer Content; or (v) a dispute between Customer and any Authorized User or Authorized Consumer. CUSTOMER'S INDEMNITY, HOLD HARMLESS, AND DEFENSE OBLIGATION SHALL AND DOES INCLUDE CLAIMS ALLEGED OR FOUND TO HAVE BEEN CAUSED IN PART BY THE NEGLIGENCE, GROSS NEGLIGENCE, INTENTIONAL TORT, OR BREACH OF CONTRACT BY ANY BADGER METER PARTIES, OR CONDUCT BY ANY OF THE BADGER METER PARTIES THAT WOULD GIVE RISE TO STRICT LIABILITY OF ANY KIND. However, Customer's liability under this clause shall be reduced by that portion of the total amount of the Claims (excluding defense fees and costs) equal to the Badger Meter Parties' proportionate share of the negligence or gross negligence, or conduct that would give rise to strict liability of any kind, that caused the Claim. Likewise, Customer's liability for the Badger Meter Parties' defense costs and attorneys' fees shall be reduced by that portion of the defense costs and attorneys' fees equal to the Badger Meter Parties' proportionate share of the negligence, or conduct that would give rise to strict liability of any kind that caused the loss.

(b) Procedure for Indemnification. Upon receipt of a Claim, Badger Meter will provide prompt written notice to Customer of the Claim for which the Badger Meter Parties seek indemnification. Badger Meter's failure to promptly notify Customer will only affect Customer's obligation to indemnify the Badger Meter Parties to the extent such failure causes actual prejudice to Customer's ability to defend the Claim. The notice must include a description of the Claim with reasonable detail of the facts giving rise to the Claim. Upon receipt of notice of a Claim, Customer shall be obligated to assume and control the defense of such Claim at its own expense. The Badger Meter Parties may retain their own counsel to cooperate in defending the Claim, at their own expense. The Badger Meter Parties agree to cooperate with Customer in defending the Claim and in making available to Customer all witnesses, records, materials and information in their possession or control to assist in the defense of the Claim, as is reasonably requested by Customer. Customer may not settle or compromise any Claim or consent to the entry of any judgment unless Badger Meter provides prior written consent and the Badger Meter Parties are given an unconditional written release from Customer with respect to the Claim. In the event Customer fails to defend, indemnify, and hold the Badger Meter Parties harmless, after notice of a request for indemnification, the Badger Meter Parties shall be entitled to assume the defense and seek reimbursement from Customer for all losses with regard to the Claim and all attorneys' fees and litigation costs expended by the Badger Meter Parties in defending the Claim.

(c) Third Party Subpoenas: If Badger Meter is obligated to respond to a third party subpoena or other compulsory legal order or process, Customer will reimburse Badger Meter for reasonable attorney's fees as well as its employees or subcontractors time and materials spent responding to the third party subpoena or other compulsory legal order or process, at Badger Meter's then current hourly rate.

(15) BADGER METER'S INDEMNIFICATION OBLIGATIONS.

(a) Generally. Badger Meter shall indemnify, hold harmless and defend the Customer, and as applicable its officers, directors, members, board members, governing members, trustees, commissioners, elected and appointed officials, employees, agents, consultants and other representatives ("Indemnified Parties") from all losses, damages, claims or judgments, including payments of all attorneys' fees and costs on account of any suit, judgment, execution, claim, action or demand whatsoever arising from Badger Meter's willful misconduct or negligent acts or omissions under this Agreement as well as the willful misconduct or negligent acts or omissions of Badger Meter's employees, agents, representatives and subcontractors. SUCH INDEMNITY, HOLD HARMLESS, AND DEFENSE OBLIGATION SHALL AND DOES INCLUDE CLAIMS ALLEGED OR FOUND TO HAVE BEEN CAUSED IN PART BY THE NEGLIGENCE OR GROSS NEGLIGENCE OF ANY INDEMNIFIED PARTIES, OR CONDUCT BY ANY INDEMNIFIED PARTIES THAT WOULD GIVE RISE TO STRICT LIABILITY OF ANY KIND. However, Badger

Meter's liability under this clause shall be reduced by that portion of the total amount of the Claims (excluding defense fees and costs) equal to the Indemnified Parties' proportionate share of the negligence or gross negligence, or conduct that would give rise to strict liability of any kind that caused the Claim. Likewise, Badger Meter's liability for the Indemnified Parties' defense costs and attorneys' fees shall be reduced by that portion of the defense costs and attorneys' fees equal to the Indemnified Parties' proportionate share of the negligence, or conduct that would give rise to strict liability of any kind that caused the loss.

(b) IP Dispute Indemnification. Subject to the limitations of liability provisions set forth in Section (12) of this Agreement, Badger Meter agrees to indemnify, defend and hold harmless Indemnified Parties from and against any legal proceedings filed against the Indemnified Parties by a third party based upon the allegations that the Portal, Service or Documentation infringes or violates a third party's patent, copyright or other intellectual property rights ("Intellectual Property Dispute").

(c) Mitigation. If the Portal, Service or Documentation becomes the subject of an Intellectual Property Dispute and is enjoined, Badger Meter will have the right to (i) procure for Customer the right to continue using the Portal and Service; (ii) modify the Portal and Service to avoid allegations of infringement, provided the modification does not materially change the functionality of the Portal and Service; (iii) replace the Portal and Service with an equally suitable, functionally equivalent, non-infringing Portal and Service; or (iv) immediately terminate this Agreement and provide Customer with a refund of any unused pre-paid portion of the Service Fees.

(d) Exclusions. Badger Meter assumes no liability for and Customer will not be entitled to receive indemnification from Badger Meter for any Intellectual Property Dispute which results directly or indirectly from (i) Customer's failure to use the Portal or Service in conformity with the Documentation; (ii) Customer's actions in combining the Service with any third party software, technology, hardware or data; or (iii) Customer's violation of access granted in Section (2).

(e) Procedure for Indemnification. Upon receipt of an Intellectual Property Dispute, Customer will provide prompt written notice to Badger Meter of the Intellectual Property Dispute for which the Customer Parties seek indemnification. Customer's failure to promptly notify Badger Meter will only affect Badger Meter's obligation to indemnify the Customer Parties to the extent such failure causes actual prejudice to Badger Meter's ability to defend the Claim. The notice must include a description of the Intellectual Property Dispute with reasonable detail of the facts giving rise to the Intellectual Property Dispute. Upon receipt of notice of an Intellectual Property Dispute, Badger Meter shall be obligated to assume and control the defense of such Intellectual Property Dispute at its own expense. Customer may retain its own counsel to cooperate in defending the Intellectual Property

Dispute, at its own expense. Customer agrees to cooperate with Badger Meter in defending the Intellectual Property Dispute and in making available to Badger Meter all witnesses, records, materials and information in Customer's possession or control to assist in the defense of the Intellectual Property Dispute as is reasonably requested by Badger Meter. Badger Meter may not settle or compromise any Intellectual Property Dispute or consent to the entry of any judgment unless Customer provides prior written consent and the Customer is given an unconditional written release from Badger Meter with respect to the Intellectual Property Dispute. In the event Badger Meter fails to defend, indemnify, and hold the Customer Parties harmless, after notice of a request for indemnification, Customer shall be entitled to assume the defense and seek reimbursement from Badger Meter for all losses with regard to the Intellectual Property Dispute and all attorneys' fees and litigation costs expended by Customer in defending the Intellectual Property Dispute.

(16) TERMINATION.

(a) Termination for Cause. A party is in default under this Agreement if it materially breaches or materially fails to perform its obligations under this Agreement, which includes any failure to make payment pursuant to Section (5) ("**Event of Default**").

(b) Opportunity to Cure. Upon the occurrence of an Event of Default, the non-defaulting party shall deliver a written notice describing the Event of Default (the "**Cure Notice**"). If the receiving party has not cured the Event of Default within thirty (30) days after receipt of the Cure Notice, then the non-defaulting party shall have the right to terminate this Agreement, at its option, by delivering to the defaulting party a written notice of termination (the "**Termination Notice**").

(c) Immediate Right to Terminate. Badger Meter shall have the right to immediately terminate this Agreement: (i) in order to protect its Confidential Information, or its Intellectual Property Rights in the Portal or Service; (ii) in order to comply with applicable law (iii) if Customer makes any representation or warranty which is materially untrue as of the Effective Date or at any time during the Term, or (iv) upon an assignment by Customer for the benefit of creditors, if Customer suffers or permits the appointment of a receiver for its business or assets, or avails itself of, or becomes subject to, any proceeding under any statute relating to insolvency or for the protection of creditor rights, or if Customer becomes insolvent or technically bankrupt

(d) Appropriations. The terms of this Agreement are contingent upon sufficient appropriations and authorization being made by the Customer for the performance of this Agreement. If sufficient appropriations and authorization are not made by the Customer, this Agreement shall terminate upon written notice being given by the Customer to Badger Meter. The Customer's decision as to whether sufficient appropriations are available shall be accepted by the Badger Meter and shall be final.

(e) Termination. 30 days from delivery of the Termination Notice to Customer by Badger Meter: (i) Badger Meter may cease providing Services to Customer, its Authorized Users and Authorized Consumers; (ii) Customer, its Authorized Users and Authorized Consumers will have no further right to use the Portal, Service or Documentation, will immediately cease using the Portal, Service and Documentation, and will receive no further Service; (iii) Customer will deliver to Badger Meter any Confidential Information of Badger Meter's in its possession or control, and (iv) Badger Meter may cease gathering data from Customer's endpoints, within a reasonable time, up to one hundred twenty (120) days after termination. Within a reasonable time after termination, at Badger Meter's discretion, Badger Meter will scrub the personally identifiable information from the Customer Data. Customer must immediately return, or at Badger Meter's option, destroy all Documentation provided to Customer by Badger Meter. Customer will remain liable for any Service Fees incurred prior to termination.

(f) Post – Termination Assistance. At either the expiration of the Term without renewal, or upon a default by Customer and subsequent termination, Badger Meter will provide post-termination data retrieval assistance to Customer for an additional fee, which shall be invoiced at the rate of $200/hour, with the number of hours required determined by the amount of data Customer wishes to extract from the Service, performed within a reasonable time frame. . Any additional post-termination assistance from Badger Meter is subject to mutual agreement by the parties.

(g) Reinstatement Fee. If Customer desires to reinstate access to the Portal and Service after termination, a reinstatement fee of $7.50 per endpoint reinstated will apply.

(17) SUSPENSION OF SERVICES.

(a) Nonpayment. Badger Meter may suspend the Service and access to the Portal and shall not be obligated to provide access to the Portal and Service to Customer, its Authorized Users or Authorized Consumers until all undisputed invoices for the Service have been paid in full, including any fees associated with suspension of the Service.

(b) Network Protection. Customer acknowledges that Badger Meter (and any of its Suppliers) may restrict, or suspend all or a portion of the Service or limit the Service as may be reasonably necessary to prevent or limit suspected fraud or any problem that materially and adversely affects the performance of the Service and/or is likely to do substantial damage to Badger Meter, Badger Meter's customers or Suppliers. Some of these actions may interrupt or prevent legitimate communications and usage. Such situations may arise: (i) if a device deployed on the Service is materially out of compliance with the technical

requirements; (ii) in case of actual or suspected fraudulent use; or (iii) in case of disruptive or damaging operation.

(c) Notification. In the event that Badger Meter or one of its Suppliers restricts, suspends or cancels any portion of the Service or limits the operation of the Service, Badger Meter shall use reasonable efforts to (i) promptly notify Customer in advance; (ii) provide reasonable information regarding its identification of the issue that resulted in the actions taken; and (iii) reinstate Service upon resolution of the issue as soon as practicable and in any case within a reasonable timeframe.

(d) Immediate Suspension. Badger Meter may suspend Customer's or an Authorized Users or Authorized Consumers right to access or use the Service immediately upon notice to Customer if Badger Meter determines:

(i) Use of the Service poses a security risk to the Service, the Network or any third party, adversely impacts the Service, the Network or content of any other Badger Meter customer, or subjects Badger Meter or any third party to liability or fraud.

(ii) Customer or one of its Authorized Users or Authorized Customers is in breach of this Agreement or is delinquent on any undisputed payments for more than forty-five (45) days.

(iii) Badger Meter ceases to operate in the ordinary course, has an assignment for the benefit of creditors or similar disposition of its assets or becomes the subject of any bankruptcy, reorganization, liquidation dissolution or similar proceeding.

(e) Reinstatement. Badger Meter will use commercially reasonable efforts to restore Customer's rights to use and access those portions of the Service or accounts that gave rise to the suspension promptly after Customer has resolved the problem giving rise to the suspension.

(f) Effect of Suspension. If Badger Meter suspends Customer's right to access or use all or any portion of the Service or the Portal:

(i) Customer remains responsible for all Service Fees and charges incurred through the date of suspension.

(ii) Customer remains responsible for any applicable Service Fees and charges for any Services to which Customer has continued access as well as applicable fees and charges.

(iii) Customer will not be entitled to any service credits under the Service Level Agreement for any period of suspension.

(iv) Badger Meter's right to suspend the Services is in addition to Badger Meter's right to terminate this Agreement.

(18) COMPLIANCE WITH REGULATIONS; DATA PRIVACY. Each party is responsible for complying with industry standards and such applicable laws and regulations, including, but not limited to, the generally accepted practices in the information technology service management industry for providing secure data handling and management, including meeting or exceeding ETIL standards for logical and physical security and all requirements regarding the protection of data in its possession or under its control. A party will not be liable for any failure of the other party to comply with this requirement.

(19) DATA SECURITY AND RECOVERY.

(a) Data Security. In order to protect the Customer Content and prevent unauthorized access to or use of the Customer Content, Portal or Service, Badger Meter has implemented commercially reasonable internal procedures and systems designed to protect the privacy and security according to the requirements set forth in **Exhibit 3 - BEACON AMA Managed Solution Security Policy** ("**Security Standards**"), consistent with applicable international, federal, state and local laws. The purpose of the security policy is to identify reasonably foreseeable and internal risks to security and unauthorized access to Badger' Meter's Network and minimize security risks, including through risk assessment and regular testing. Badger Meter will designate one or more employees to coordinate and be accountable for the security program.

(b) Protection of Customer Content. Badger Meter will implement reasonable and appropriate measures for the Badger Meter Network designed to help Customer secure the Customer Content against accidental or unlawful loss, access or disclosure in accordance with Badger Meter's Security Standards. Badger Meter may modify its Security Standards from time to time but will continue to provide at least the same level of security as described in the Security Standards as of the Effective Date. The security and data privacy provisions in this Section contain Badger Meter, and its Suppliers entire obligation regarding the security, privacy and confidentiality of the Customer Content.

(c) Data Storage. Badger Meter will employ commercially reasonable storage (including backup, archive and redundant data storage) and commercially reasonable precautions to prevent the loss of or alteration of Customer Content, but does not guarantee against any such loss or alteration. Badger Meter will not serve as Customer's official record keeper.

Customer will maintain source documents of the Confidential Information (such as billing information) hosted by Badger Meter under this Agreement.

(d) Customer Responsibilities. Customer is responsible for properly configuring and using the Service and taking steps to maintain appropriate security, protection and backup of the Customer Content, including but not limited to the use of encryption technology to protect Customer Content from unauthorized access and will perform routine archiving of the Customer Content.

(e) Data Transmission Risks.

(i) Cellular Transmissions. Badger Meter cellular endpoints conform to the AES256 encryption standards or the latest AES standard in effect. Customer acknowledges that neither Badger Meter nor its Suppliers can guarantee the privacy or security of any cellular transmissions as part of the Service. Customer acknowledges that cellular transmissions are capable of being intercepted by third parties without the knowledge or permission of Badger Meter or its Suppliers. Badger Meter and its Suppliers shall not be liable to Customer, the Authorized Users, the Authorized Consumers or any third party for interception or unauthorized use of any data transmitted through the cellular network, as part of the Service.

(ii) Internet Transmissions. Customer acknowledges that security of transmissions over the Internet cannot be guaranteed. Badger Meter is not responsible for: (i) Customer's access to the Internet; (ii) interception, unauthorized use or interruptions of communications through the Internet; or (iii) changes or losses of data through the Internet, in each case other than to the extent caused solely by Badger Meter. In order to protect Customer Content, Badger Meter may suspend Customer, Customer's Authorized Users or Authorized Consumers access to or use of the Badger Meter Portal or Service via the Internet immediately, without prior notice, pending an investigation of any potential security breach. Badger Meter will notify the Customer of any breach within three (3) business days of a breach or per the New Mexico state statute, which results in a suspension of use.

(f) Coverage Availability. The Service is provided using a wireless network. Actual signal availability in the Service Area will depend on the device used to access the Service as well as coverage for the applicable wireless network provided in specific geographic regions. Coverage may be refused, interrupted or limited by environmental factors such as signal strength, buildings, weather, geography, topography, or by factors affecting the Suppliers, such as usage concentration or by facilities changes, modifications, updates, relocations,

repairs, maintenance or other similar activities necessary for the proper or improved operation of the Supplier's facilities. Any such factors may result in dropped and blocked connections or slower data speeds. Neither Badger Meter nor any of its Suppliers will be responsible to Customer or any of Customer's Authorized Users or Authorized Consumers for any such lapses in or obstructions to coverage. The Service Area is subject to change from time to time. Should Badger Meter receive notice from its Supplier that such Supplier intends to discontinue its support for the Badger Meter Service in all or part of the Service Area, Badger Meter will provide Customer with as much advance notice as practicable under the circumstances.

(g) Password Protection. Customer, its Authorized Users and Authorized Consumers will be required to select and use certain user names, passwords or codes to access and use the Service and Portal. Customer assumes sole responsibility for the selection, management and use of any codes or passwords as may be permitted or required for the access to and use of the Portal and Service by Customer, its Authorized Users and its Authorized Consumers. Customer agrees to maintain the privacy of usernames and passwords associated with the Badger Meter Portal and Service. Customer shall remain responsible for all activities that occur under Customer's password or Internet account. Customer will immediately notify Badger Meter of any unauthorized use of Customer's password or Internet account or any other breach of security, and ensure that Customer exits from Customer's Internet account at the end of each session. Badger Meter shall not be liable for any damages incurred by Customer or any third party arising from Customer's failure to comply with this Section.

(h) Third Party Access. To the extent that Customer requests that Badger Meter provide any Customer Content to Authorized Users, Authorized Consumers or third parties or any non-U.S. location, Customer represents that it has acquired any consents or provided any notices required to transfer such content or information and that such transfer does not violate any applicable international, federal, state or local laws and/or regulations.

(i) Security Breach. If Badger Meter becomes aware of a security breach or any other event that compromises the security, confidentiality or integrity of the Customer Content ("**Incident**"), Badger Meter will promptly notify Customer in writing and take appropriate actions to resolve the Incident. Badger Meter will reasonably cooperate with Customer to investigate the nature and scope of any Incident. In its initial notification to Customer, Badger Meter will provide Customer with: (i) a description of the Incident; (ii) the estimated impact of the Incident on Customer's Content; (iii) the name and contact information of the person at Badger Meter who will be primarily responsible for resolving the issues for Customer; and (iv) the investigation taken and the suggested corrective action. Badger Meter will provide commercially reasonable cooperation to Customer in investigating,

assisting with notification of the Incident and taking corrective action as requested by Customer.

(j) Notification of Breach. In the event that applicable law requires notification to individuals of an Incident or if requested by Customer, Badger Meter will take additional mitigation steps for the benefit of Customer, including, but not limited to, providing reasonable assistance with drafting and sending of required notifications.

(k) Disclosure of Customer Content. Badger Meter will only use the Customer Content to provide the Service to Customer and its Authorized Users and Authorized Consumers in accordance with this Agreement or to comply with the law or any governmental or regulatory body (including subpoenas or court orders). Badger Meter will give Customer reasonable notice of the request to allow Customer to seek a protective order or seek any other appropriate relief except to the extent required for Badger Meter to comply with a court order or other legal requirement.

(20) CHANGES.

(a) Right to Make Changes. Badger Meter may from time to time make changes, with notice, to this Agreement, including, but not limited to, changes to the Terms of Use, the policies, the Portal, Service or Documentation, provided that such changes: (i) do not increase Customer's total costs of accessing and using the Portal and Service during the Term of this Agreement ; (ii) do not require Customer to make any material changes to its systems, software, equipment, policies or procedures ; (iii) do not have a material adverse impact on the functionality, interoperability, performance, reliability, security or resource efficiency of the Portal and Service ; (iv) do not materially reduce the scope of the Portal and Service; and (v) are otherwise consistent with this Agreement. Badger Meter will publicize any changes by a notice given to Customer or by a prominent announcement on the Portal. Any such changes will not take effect until thirty (30) days after posting of notice on the Portal.

(b) Emergency Changes; System Improvement. Notwithstanding the foregoing, Badger Meter and its Suppliers may make temporary changes to the Portal and Service required by an emergency or threat to the security or integrity of the Portal or Service, to respond to Claims, litigation or loss of license rights related to third a party intellectual property rights of to comply with the law or requests of a government entity, as well as take actions deemed reasonably necessary to protect or optimize the Service. Some of these actions may interrupt or prevent legitimate communications and usage, including, for example, use of message filtering/blocking software to prevent SPAM or viruses, limitations on throughput, and scheduled maintenance. Badger Meter will provide notice by sending a message to the email

address then associated with Customer's account and by posting it on Badger Meter's Portal. Badger Meter will provide Customer with: (i) at least thirty (30) days' advance notice of planned maintenance by Badger Meter; and (ii) as much advance notice as reasonably possible of emergency changes or maintenance by Badger Meter or its Suppliers. Any actions resulting in permanent changes shall only be made in compliance with Section (20)(a).

(21) PRIVACY POLICY. When accessing and using the Service, Customer agrees that Customer, its Authorized Users and Authorized Consumers will comply with the Badger Meter Privacy Policy located at https://beaconama.net/privacy/privacy.html.

(22) RIGHT TO SUBCONTRACT. Badger Meter may subcontract the performance of any of its duties or obligations under this Agreement, and will use commercially reasonable efforts to subcontract only with subcontractors that have the requisite skills to perform any subcontracted obligations in accordance with the terms of this Agreement.

(23) GENERAL.

(a) Binding Agreement. This Agreement is binding upon and will inure to the benefit of the parties and their respective successors and assigns.

(b) Affiliates. This Agreement covers only the employees and agents of Customer. If Customer wishes to have any entity which directly or indirectly controls, is controlled by or is in common control with Customer to access to the Portal and use the Service, Customer's Affiliate must execute a separate agreement with Badger Meter.

(c) Assignment. Either party may assign its rights and obligations under this Agreement with the express written consent of the other party, which consent will not be unreasonably withheld or delayed. Any purported assignment or transfer in violation of this Section will be null and void. Notwithstanding the foregoing, Badger Meter may assign its rights and obligations under this Agreement without the consent of Customer: (i) upon a sale of a majority of its outstanding capital stock to an affiliate or third party; (ii) if it sells all or substantially all of its assets; (iii) in the event of a merger; or (iv) in the event of a similar change of control, but only if the assignee in such assignment expressly in writing agrees to assume all rights and obligations of the assignor pursuant to this Agreement. No assignment made by a Party as authorized by this Section (23)(c) shall be enforceable against the other Party until written notice of the assignment is delivered to the non-assigning Party.

(d) No Waiver. The waiver or failure of either party to exercise any right or remedy provided under this Agreement will not be deemed a waiver of any further right or

remedy. All waivers must be in writing to be effective.

(e) Severability. If any portion of this Agreement is held to invalid or unenforceable, the remaining portions of this Agreement will remain in full force and effect. Any invalid or unenforceable portions of this Agreement will be interpreted to effectuate the intent of the original Agreement. If such construction is not possible, the invalid or unenforceable portion of the Agreement will be severed from this Agreement, and the remainder of the Agreement will remain in full force and effect.

(f) Independent Contractors. The Parties agree that they are independent contractors and that neither party nor any of their respective affiliates, is an agent of the other for any purpose or has the authority to bind the other.

- **(i)** Badger Meter, and its agents and employees, shall not accrue leave, retirement, insurance, bonding, use of Customer's vehicles, or any other benefits afforded to employees of the Customer as a result of this Agreement.
- **(ii)** Badger Meter shall be solely responsible for payment of wages, salaries and benefits to any and all employees or subcontractors retained by Badger Meter in the performance of the services under this Agreement.
- **(iii)** Badger Meter shall comply with City of Santa Fe Minimum Wage, Article 28-1-SFCC 1987, as well as any subsequent changes to such article throughout the term of this Agreement.

(g) Savings Clause. The invalidity of any provision of this Agreement shall not affect the validity and binding effect of the remaining provisions.

(h) No Third Party Beneficiaries. Nothing express or implied in this Agreement shall confer any rights, remedies, obligations or liabilities whatsoever to third parties which are not signatories to this Agreement.

(i) Governing Law. The terms of this Agreement are governed by the laws of the State of New Mexico, without reference to its conflict of laws principles. The United Nations Convention for the International Sale of Goods does not apply to this Agreement.

(j) No Claims Against or Liability of Badger Meter Suppliers. Customer acknowledges that the Service utilizes services that are furnished to Badger Meter and one or more Suppliers pursuant to agreements between Badger Meter and its Suppliers. Neither Customer nor any Authorized Users or Authorized Consumers has a contractual relationship with Badger Meter's Suppliers and neither Customer nor its Authorized

Users or Authorized Consumers is a third party beneficiary of or will have any claim against Badger Meter's Suppliers in the event any such agreement expires or is terminated. Customer further acknowledges that the Suppliers disclaim all liability of any nature, whether legal or equitable, to Customer, its Authorized Users or Authorized Consumers, whether direct, indirect, incidental or consequential, arising out of the use of Badger Meter Portal or Service by Customer, its Authorized Users or Authorized Consumers, including any liability for personal injury or death, failure to be able to use the Service or otherwise. Customer agrees that neither it nor any Authorized Users or Authorized Consumers shall have any Claim against the Supplier of any kind with respect thereto, whether arising out of breach of contract, warranty, negligence, and tort or otherwise.

(k) Dispute Resolution.

(i) Initial Resolution Efforts. The parties shall act in good faith and use commercially reasonable efforts to promptly resolve any claim, dispute, controversy or disagreement (each a "**Dispute**") between the parties or any of their respective subsidiaries, affiliates, successors and assigns under or related to this Agreement or any document executed pursuant to this Agreement or any of the transactions contemplated hereby.

(ii) Mediation. If the parties cannot resolve the Dispute within ten (10) days after initial notice of the Dispute, the Dispute shall be submitted for resolution to the Judicial Arbitration and Mediation Services ("**JAMS**"), or its successor ("**Mediation**") in Santa Fe, New Mexico. If the mediator is unable to amicably resolve the Dispute, then the mediator will refer the matter to a JAMS arbitrator to resolve the Dispute. Neither party shall seek, nor shall be entitled to seek, binding outside resolution of the Dispute unless and until the parties have been unable to amicably resolve the dispute as set forth in this Section, and then only in compliance with the procedures set forth in this Section. Except for Disputes relating to issues of (i) proprietary rights, including, but not limited to, intellectual property and confidentiality, and (ii) any provision of this Agreement which expressly or implicitly provides for the parties to reach mutual agreement as to certain terms, any Dispute not resolved by amicable resolution as set forth in this Section shall be governed exclusively and finally by arbitration described below.

(iii) Arbitration. Either party may initiate arbitration with respect to a Dispute by submitting a written demand at any time following Mediation.

- Arbitration shall be administered by JAMS, or its successor, pursuant to the Comprehensive Arbitration Rules and Procedures.

- Either party may commence arbitration by notifying the other in writing that arbitration is desired and setting forth the topics to be arbitrated. Within thirty (30) days of mailing a notice of arbitration, the party receiving the notice may specify additional topics of arbitration in writing to the other party. Within forty-five (45) days of the mailing of the notice of arbitration, the parties will confirm and attempt to identify an arbitrator associated with JAMS to resolve the Dispute. If the parties cannot agree, JAMS will appoint an arbitrator who is a lawyer familiar with software as a service and information technology support services agreements.

- Except to the extent, if any, that law applicable to the dispute requires that arbitrators retain authority to award punitive damages, the arbitrators shall not have such authority.

- Each party will bear its own costs of the arbitration. The resulting award may be confirmed and reduced to judgment in any court of competent jurisdiction. With respect to any such post-arbitral judicial proceedings, the parties consent to the exercise of personal jurisdiction over them by the state and federal courts sitting in Santa Fe, New Mexico and waive any objection that they would otherwise have to venue in such courts.

- The duty to arbitrate does not preclude either party from pursuing interlocutory or provisional relief pending arbitration in any court of competent jurisdiction if such relief is necessary in order to preserve the practical ability of the arbitrator to make an effective award or to avoid a genuine and substantial risk of injury that cannot be adequately remedied by an eventual arbitral award. Neither the pursuit of nor the failure to provide any such interlocutory or provisional remedy in court, however, shall relieve either party of the duty to pursue ultimate resolution of the dispute through arbitration as provided for herein.
- The arbitration shall be governed by and construed and interpreted in accordance with the Federal Arbitration Act, 9 U.S.C. §§ 1 et seq.

(24) INSURANCE

(a) Badger Meter, at its own cost and expense, shall carry and maintain in full force and effect during the term of this Agreement, comprehensive general liability insurance covering bodily injury and property damage liability, in a form and with an insurance company acceptable to the Customer, with limits of coverage in the maximum amount which the Customer could be held liable under the New Mexico Tort Claims Act for each person injured and for each accident resulting in damage to property. Such insurance shall

provide that the Customer is named as an additional insured. The Customer is to be notified if Badger Meter does not renew required insurance for any reason. Badger Meter shall furnish the Customer with a copy of a Certificate of Insurance as a condition prior to performing services under this Agreement.

(b) Contractor shall also obtain and maintain Workers' Compensation insurance, required by law, to provide coverage for Badger Meter's employees throughout the term of this Agreement. Badger Meter shall provide the City with evidence of its compliance with such requirement.

(c) Badger Meter shall maintain professional liability insurance throughout the term of this Agreement providing a minimum coverage in the amount required under the New Mexico Tort Claims Act. The Badger Meter shall furnish the City with proof of insurance of Badger Meter's compliance with the provisions of this section as a condition prior to performing services under this Agreement.

(25) INJUNCTIVE RELIEF: Notwithstanding the provisions of Section 23, Badger Meter shall have the right to pursue injunctive, declaratory or other relief by the state and federal courts sitting in Santa Fe, New Mexico and waive any objection that they would otherwise have to venue in such courts.

(26) NOTICES. All notices shall be in writing and delivered to the other party by means of: (a) personal delivery set forth below; (b) posting a notice on Badger Meter's Portal; (c) courier (signature required upon delivery); (d) recognized overnight courier, at the following address; (e) fax with proof of delivery; or (f) via electronic mail with proof of delivery: Notices send by email will be effective when sent and notices posed on Badger Meter's Portal will be effective upon posting. All notices must be provided in the English language.

If to Badger Meter:

Legal Department, Attn: Assistant General Counsel
4545 W. Brown Deer Road
Milwaukee, WI 53223

If to Customer:

Diana Catanach
Utility Billing Division Director
801 W. San Mateo Road
Santa Fe, NM 87505

(27) SURVIVABILITY. Any provision of this Agreement which by its nature should survive termination or expiration of this Agreement shall survive its expiration or termination.

(28) LIMITATION OF CLAIMS. No action arising under or in connection with this Agreement, regardless of the form, may be brought by Customer more than three (3) years after Customer becomes aware of or should reasonably have become aware of the occurrence of events giving rise to the Claim.

(29) FORCE MAJEURE. Neither party shall be liable to the other or any third party by reason of any failure or delay of its obligations under this Agreement where the delay or failure results from any cause beyond its reasonable control, including, but not limited to, acts of God, fires, storms, floods or other acts of nature, explosions, systemic electrical telecommunications or other utility failures, earthquakes, hurricanes, tornados, natural disasters, strikes, shortage of materials, work stoppage or other labor dispute; embargoes, riots; insurrections, acts of war or terrorism , or any action or restraint by court order or public or governmental authority ("**Force Majeure Event**"). The party subject to the Force Majeure Event agrees to use commercially reasonable efforts to minimize the impact of the Force Majeure Event on the other party.

(30) AMENDMENT. This Agreement may only be amended by a written document signed by both parties. Neither Badger Meter nor the Customer will be bound by and specifically objects to any term, condition or other provision which is different from or in addition to the provisions of this Agreement (whether or not it would materially alter this Agreement) and which is submitted by Customer in any receipt, acceptance, confirmation, agreement, purchase order, correspondence or other documentation. If the terms of this Agreement are not consistent with the terms contained in any policy, the terms contained in this Agreement will control, except that the Service Terms will control over this Agreement.

(31) POLICIES. Badger Meter reserves the right to modify the policies at any time by posting a revised version on the Portal or otherwise providing notice to Customer. The modified terms will become effective upon posting or notice. By continuing to use the Service after the effective date of the modification to a policy, Customer agrees to be bound by the modified policies. It is Customer's responsibility to check the Badger Meter site regularly for modifications to the policies.

(32) ENTIRE AGREEMENT. This Agreement, including all applicable Exhibits and policies, constitutes the entire agreement between the parties with regard to its subject matter. This Agreement supersedes all prior or contemporaneous agreements, discussions, negotiations,

undertakings, communications, representations or proposals, whether written or oral.

(33) ORIGINALS, COUNTERPARTS. This Agreement may be executed in several counterparts, each of which shall be deemed an original and all of which together will be deemed to constitute one and the same document. This Agreement may be executed and delivered by facsimile signature or portable document format (.pdf) by electronic mail.

IN WITNESS WHEREOF, the parties have executed this Agreement on the date set forth below.

CITY OF SANTA FE

_____

MAYOR

DATE:_____

BADGER METER, INC

Kim Stoll

Kimberly K. Stoll, V.P. Sales and Marketing

DATE: 10-27-2014

CRS#_____

City of Santa Fe Business

Registration # _____

ATTEST:

_____

YOLANDA Y. VIGIL

CITY CLERK

APPROVED AS TO FORM:

MJM 11/5/14

KELLEY A. BRENNAN, CITY ATTORNEY

APPROVED:

_____

FINANCE DIRECTOR

_____

Business Unit Line Item

EXHIBIT 1

FEES

1. **Service Fees.** Customer agrees to pay the following Service Fees, as consideration for the right to access and use the Portal, Service and Documentation during the Term, as well as applicable Taxes.

2. **Invoicing.** Badger Meter shall issue invoices to Customer for Service and Support Fees on a monthly basis. Payment is due within thirty (45) days of the date of receipt of an itemized invoice.

Pricing is on next page, and also as part of Exhibit 5.

EXHIBIT 1

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Pricing is on next page, and also as part of Exhibit 5.

PRICING REVISED 8/29/2014 - BEST AND FINAL PRICING - City of Santa Fe - Software

Name of Module	Unit Cost	Quantity	Total One Time Cost	Annual Maintenance Costs										
				Year 1 **	Year 2 ***	Year 3	Year 4	Year 5	Year 6	Year 7	Year 8	Year 9	Year 10	Total
														$ -
AMI Software	$ -		$ -											$ 2,765,476.60
Others (Note 2)Endpoint Subscription*			$ -	$ 83,452.50	$ 237,492.00	$ 308,079.00	$ 308,079.00	$ 308,079.00	$ 308,079.00	$ 308,079.00	$ 308,079.00	$ 308,079.00	$ 308,079.00	$ 1,192,922.43
Others (Note 2) Discount fee of 5% years 1-9			$ -	$ 79,279.88	$ 225,617.40	$ 292,675.05	$ 292,675.05	$ 292,675.05						
Others (Note 2) Annual Discount Savings			$ -											
Others (Note 2)			$ -						$ 298,836.63	$ 298,836.63	$ 298,836.63	$ 298,836.63	$ 298,836.63	$ 1,494,183.15
Others (Note 2) Discount fee of 3% years 6-10			$ -											$ 108,470.00
Others (Note 2) Annual Discount Savings			$ -	$ 4,172.62	$ 11,674.60	$ 15,403.95	$ 15,403.95	$ 15,403.95	$ 9,242.37	$ 9,242.37	$ 9,242.37	$ 9,242.37	$ 9,242.37	$ -
Others (Note 2)			$ -											$ 2,677,183.38
Total			$ -	$ 79,279.88	$ 225,617.40	$ 292,675.05	$ 292,675.05	$ 292,675.05	$ 298,836.63	$ 298,836.63	$ 298,836.63	$ 298,836.63	$ 298,836.63	

(Note 2) if any other components of the software are priced separately, please include it here.
*Includes: BEACON AMA Software
Data Hosting
Cellular Communications
Consumer Engagement Software
Billing Software Interface
Installation/Maintenance of Gateways
Training
Installation APP

**Year One (1) includes monthly endpoint subscription fee for the deployment of approximately 17,115 endpoints May 2014 - April 2015(that number will be determined by actual deployment)
*** Year Two (2) included depolyment of the balance of the endpoints May 2015 - April 2016 plus the endpoints deployed in Year (that number will be determined by actual deployment)
Note: Compared to the original prices submitted, these revised prices reflect an annual discount savings in years1 through 10
The annualized extended pricing above is calculate based on an installation rate of 1,426 endpoints per month, starting in May 2014 and ending in April 2015. The monthly charge after full deployment will be $25,673.25
Note: An additional eight (8) endpoints will be installed in month 6 to complete the installation of 34,231 endpoints
Managed solutron + Hosting, which includes hourly data and consumer engagement, is invoiced after endpoint installation is complete.
For every endpoint installed above quantity of 34,231 for hourly data, the subscription fee will be $.75 per endpoint per month.

6/12/2014 REVISION - CHANGES TO THE ORIGINAL PRICING ARE SHOWN IN RED
8/29/2014 REVISION - CHANGES TO THE BEST AND FINAL OFFER OF 6/12/2014 ARE SHOWN IN GREEN

EXHIBIT 2

SERVICE LEVEL AGREEMENT

This Service Level Agreement ("SLA") will go into effect upon completion of Endpoint Provisioning, which is the point during meter installation when the endpoint is installed and verified to provide data to the BEACON AMA Managed Solution.

1. **CUSTOMER SUPPORT.**

Service Levels. Within one (1) hour after a request for Customer Support Services from Customer, Badger Meter will respond to such request in accordance with the procedures set forth below. Customer may report the problem by phone, email or website provided by Badger Meter to Customer. Badger Meter will use commercially reasonable efforts to meet the response and resolution times set forth below:

Severity Level	Response Time	Resolution Time
Level 1 – Service is unavailable	1 hour	Six (6) hours
Level 2 – certain interruptions but service is still available	24 hours	24 hours
Level 3 – minor intermittent malfunction	24 hours	3 days
Level 4 – suggestions for new features or enhancements to BEACON Portal and Service	24 hours	Evaluated, scheduled and prioritized for potential inclusion in upcoming releases.

2. BEACON PORTAL AND SERVICE AVAILABILITY PROMISE.

Badger Meter will use commercially reasonable efforts to fulfill the following Service Promise:

- BEACON Portal and Service Availability of 99% within each calendar month, excluding any Emergency Downtime, Scheduled Downtime, any unavailability of the Portal and Service due to any Force Majeure Event and any unavailability of the Portal and Service less than fifteen(15) minutes in duration following written notice thereof.

Definitions

"**Availability**" is the monthly uptime percentage with normal functionality of the Portal and the Service, calculated as described below.

"**Emergency Downtime**" means any unavailability of the Portal or Service due to a temporary suspension by Badger Meter to perform maintenance to address any, urgent and unexpected issue with the Portal or Service.

"**Scheduled Downtime**" means any unavailability of the Portal or Service due to scheduled maintenance. Scheduled maintenance may between 10:00 p.m. on Saturday to 4:00 a.m. on Sunday. (Pacific Time) every week. Badger Meter shall have the right to change the scheduled maintenance times upon notice to Customer posted on the BEACON Portal. In no event should the maintenance down time exceed eight(8) hours.

CALCULATION of BEACON Portal and Service Availability:

Availability is measured by Badger Meter through standard monitoring software that tests the application availability at least every five (5) minutes and logs unavailability incidents (date and UTC time) for each monitored component.

Availability is calculated as the percentage of uptime in the applicable calendar month, excluding scheduled downtime:

$$\left(1-\frac{TotalUnavailiabiltyMinutes}{TotalMinutesofServiceMonth-TotalMinutesofApprovedDowntime}\right)-$$

Where:

"**Total Unavailability Minutes**" is the cumulative unavailability time in minutes in the applicable month where the Portal and Service are not available due to unplanned outages or from systematic errors on the part of Badger Meter,

"**Total Minutes of Service Month**" is the cumulative time in minutes in the month in

question, calculated by taking the number of days in month x 24 hours/day x 60 minutes/hour, and

"**Total Minutes of Approved Downtime**" is the cumulative time in minutes in the applicable month where the Supplier applications are not available due to scheduled downtime ; other planned scheduled outages, or approved exclusion conditions as defined in this Agreement.

In order to be included within the Total Unavailability Minutes: (a) Customer shall notify Badger Meter, in writing, via email(techsupport@badgermeter.com) of the unavailability of the Portal or the Service; (b) such unavailability shall be greater than fifteen (15) minutes in duration following Badger Meter's receipt of such notice; and (c) Customer shall notify Badger Meter, in writing, via email within twenty-four (24) hours of such unavailability that it should be included within the Total Unavailability Minutes unless such unavailability is due to any Emergency Downtime, Scheduled Downtime, or any unavailability of the Services due to any Force Majeure Event.

Service Credits

If Badger Meter fails to meet the BEACON Portal and Service Availability Promise, the following Service Credits apply:

% of Availability in the Month	Service Credit(% of annual recurring fees)
≥99%	0%
≥98% and <99%	.416 %
≥96.5% and <98%	.83 %
≥95.0% and <96.5%	1.25 %
<95.0%	2.08 %

3. MONTHLY BILLING DATA SERVICE PROMISE

Badger Meter will use commercially reasonable efforts to fulfill the following Service Promise:

- The BEACON AMA Managed Solution will successfully provide Monthly Billing Data at least 97.0% at the time of billing request to the BEACON AMA Managed Solution.

Definitions

"**Monthly Billing Data**" is a valid meter reading obtained within three (3) days of the billing as performed through the BEACON AMA Managed Solution to provisioned meters.

Provisioned accounts are accounts with endpoints that are discovered by the network, fully able to communicate with the network, and completely entered correctly in the BEACON AMA Managed Solution.

CALCULATION of Monthly Billing Data Service Promise:

Monthly Billing Data success rate is calculated by the count of accounts in the billing cycle with meter read data within three (3) days ("**Count of Billing Reads**") divided by the number of active and provisioned accounts in the billing cycle ("**Count of Total Billing Cycle**").

$$\frac{\textit{Count of Billing Reads}}{\textit{Count of Total Billing Route}}$$

Where:

Count of Total Billing Cycle

"Count of Billing Reads" is the total number of accounts is the billing file with valid data that a billing quality reading is supplied

"Count of Total Billing Cycle" is the total number of accounts with valid data in the billing file being processed.

Service Credits

If Badger Meter fails to meet the Monthly Billing Data Service Promise, the following Service Credits apply:

% of Successful Billing Reads in the Applicable Billing Cycle	**Service Credit**(% of monthly recurring fees)
≥97.0%	0%
≥95.0% and <97.0%	.416 %
≥90.0% and <95.0%	.83 %
≤90.0%	2.08 %

4. **MISCELLANEOUS.**

Exclusions

The BEACON Portal and Service Availability Promise and Monthly Billing Data Service Promise do not apply to any of the following performance issues:

(i) Resulting from any actions or inactions of Customer, its Authorized Users or Authorized Consumers;

(ii) Resulting from Customer or its Suppliers equipment, software, or other technology and/or Customer's third party equipment, software, or other technology outside of Badger Meter's control;

(iii) Caused by failures, including, but not limited to, internet connectivity, port availability, firewall configuration, or cellular networks at Customer's location;

(iv) Resulting from Customer's breach of any term or condition under the Agreement;

(v) Caused by unexpected or unintentional RF interference or signal obstruction caused by sources not present or not in use during endpoint installation;

(vi) Caused by intentional RF interference or signal obstruction not present during endpoint installation, caused by third parties;

(vii) Caused by Customer, an Authorized Users or an Authorized Consumers misuse or abuse of the Portal or Service;

(viii) During an event triggering a disaster recovery and for a twenty-four (24) hour period after the resumption of the Service following such an event to allow for the system to return to normal operating ranges;

(ix) Arising from Badger Meter's suspension or termination of Customer's right to use the BEACON Managed Solution in accordance with the Agreement;

(x) Arising from failure of Customer to follow Badger Meter's published installation, operation and maintenance instructions;

(xi) When outdoor temperatures either exceed or are below the endpoint operating temperature range as described in the applicable product data sheet.

In the event Badger Meter does not meet a Service Promise hereunder, Badger Meter will conduct a commercially reasonable root cause analysis of the Service promise failure. If Badger Meter concludes that circumstances outside of Badger Meter's control caused the Service promise failure, or if Badger Meter concludes that a failure falls under any other exclusions described hereunder, Customer will not be entitled to a Service Credit. If Badger Meter's analysis is conclusive and that circumstances within Badger Meter's control caused the Service failure, Customer will be eligible to receive a Service Credit as described above.

EXCEPT AS EXPRESSLY PROVIDED IN THIS SLA, THE SERVICE CREDITS SPECIFIED IN THIS SLA WILL BE CUSTOMER'S SOLE AND EXCLUSIVE REMEDY FOR BADGER

METER'S FAILURE TO MEET THE SERVICE PROMISE SPECIFIED IN THIS SLA.

Badger Meter will report Service Promises and applicable Service Credits upon request and upon a commercially reasonable frequency. Following each report, upon Customer request, the parties will discuss such performance and the extent to which any Service Credits either are appropriate or should be modified due to circumstances not captured by the reporting methodology.

Upon agreement concerning the Service Credits due, such Service Credits will be applied against Badger Meter's charges in the year following the year in which the credits were incurred.

EXHIBIT 3

BEACON AMA MANAGED SOLUTION SECURITY POLICY

1. **BEACON AMA Portal and Service Information Security Program.** Badger Meter maintains an information security program (including the adoption and enforcement of internal policies and procedures) designed to (a) support the BEACON AMA Managed Solution, (b) identify reasonably foreseeable and internal risks to the BEACON Portal and Service security and unauthorized access to the Badger Meter Network, and (c) minimize security risks. The BEACON Portal and Service information security program includes the following measures:

   1.1 **Network Security.** The Badger Meter Network is electronically accessible to employees, and contractors necessary to provide the Portal and Service. Badger Meter maintains access controls and policies to manage what access is allowed to the Badger Meter Network from each network connection and user, including the use of firewalls or functionally equivalent technology and authentication controls. Badger Meter maintains corrective action and incident response plans to respond to potential security threats.

   1.2 **Physical Security.**

   1.2.1 **Physical Access Controls.** Physical components of the Badger Meter Network are housed in nondescript facilities (the "**Facilities**"). Physical barrier controls are used to prevent unauthorized entrance to the Facilities both at the perimeter and at building access points. Passage through the physical barriers at the Facilities requires either electronic access control validation (e.g., card access systems, etc.) or validation by human security personnel (e.g., contract or in-house security guard service, receptionist, etc.). Employees and contractors are assigned photo-ID badges that must be worn while the employees and contractors are at any of the Facilities. Visitors are required to sign in with designated personnel, must show appropriate identification, and are assigned a visitor ID badge that must be worn while the visitor is at any of the Facilities, and are continually escorted by authorized employees or contractors while visiting the Facilities.

   1.2.2 **Limited Employee and Contractor Access.** Badger Meter provides access to the Facilities to those employees and contractors who have a legitimate business need for such access privileges. When an employee or contractor no longer has a business need for access privileges, the access privileges are promptly revoked, even if the employee or contractor continues to be an employee of Badger Meter or its affiliates.

   1.2.3 **Physical Security Protections.** All major access points (other than main entry doors)

are maintained in a secured (locked) state. Access points to the Facilities are monitored by video surveillance cameras designed to record all individuals accessing the Facilities. All physical access to the Facilities by employees and contractors is logged and routinely audited.

1.2.4 **Pre-Employment Screening.** Badger Meter conducts criminal background checks, as permitted by applicable law, as part of pre-employment screening practices for employees commensurate with the employee's position and level of access to the Facilities. Badger Meter will not permit an employee to have access to the non-public Customer Content or perform material aspects of the Service if such employee has failed to pass such background check.

2. **Continued Evaluation.** Badger Meter will conduct periodic reviews of the security of its Badger Meter Network and adequacy of its information security program as measured against industry security standards and its policies and procedures. Badger Meter will continually evaluate the security of its Badger Meter Network and associated Service to determine whether additional or different security measures are required to respond to new security risks or findings generated by the periodic reviews.

3. **Customer Responsibilities.** System security is a shared responsibility between Badger Meter and Customer. Customer shall assign a systems service administrator to be responsible for establishing access and usage policies. Customer shall develop commercially reasonable policies and procedures to insure physical security, establishing account access approvals and procedures, conduct regular reviews of access rights, and provide security awareness training for staff using the Service. The administrator shall also be responsible for policies and procedures related to Authorized Consumers access to their individual data resident on the Network.

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EXHIBIT 4

TURNKEY INSTALLATION SCOPE OF WORK

EXHIBIT 5

BADGER METER RESPONSE TO SANTA FE RFP 14/14/P

Services SOW

1.1. Scope Definition. The Scope of Work (SOW) for this project includes project management and installation services for a BEACON AMA Managed Solution. The BEACON AMA Managed Solution includes:

- (30,354) 5/8" meter replacements with ORION endpoint installation
- (143) 3/4" meter replacements with ORION endpoint installation
- (1,598) 1" meter replacements with ORION endpoint installation
- (582) 1.5" ORION endpoints and installation
- (551) 2" ORION endpoints and installation
- (165) 3" ORION endpoints and installation
- (162) 4" ORION endpoints and installation
- (103) 6" ORION endpoints and installation
- (17) 8" ORION endpoints and installation
- (2) 10" ORION endpoints and installation
- Access to BEACON Software
- Development of Billing System Interface File
- Providing GPS coordinates (Latitude & longitude by extracting the standard import file so CUSTOMER can import it into its GIS system)
- Training for the BEACON AMA Managed Solution
- BMI will be responsible for installing any new services, residential or commercial, required by the CUSTOMER at the unit rates and service rates quoted in the proposal. There will be a meter setter in place.
- Existing meters must have a compatible ADE register for connection to the endpoint. For Badger Meter product Badger Meter will supply the register. For competitive meters it is the CUSTOMER responsibility to obtain a compatible register.

All meters and endpoints are expected to be located outdoors in pits which are visible and are readily accessible. Pits lids are to be of composite or non-metallic material and a 1 7/8" diameter hole must be present in which the endpoint will be installed through. If a frost lid is present, it must allow for the endpoint wire to pass through free of obstruction without any splicing. Per unit pricing is included for additional frost lids or replacement of frost lids which do not provide clearance for the endpoint.

Installation data will be accompanied by a before and after picture of each installation. Photographs are to be a minimum of 300 dpi resolution .jpg and will be labeled and provided to the CUSTOMER after installation. BADGER METER (BMI) will ensure that reads are obtained through BEACON before the installation data is turned over to the

CUSTOMER. BMI will conduct the dispatching services related to the coordination of installation crews. BMI expects to be able to perform work between 7 AM and 6 PM Monday through Friday with the exception of designated holidays and blackout dates. Installations will only occur on Saturdays for appointments or exceptions only. BMI efforts will be coordinated with the CUSTOMER. See below for a list of CUSTOMER holidays:

- New Year's Day
- Martin Luther King Day
- Memorial Day
- Independence Day
- Labor Day
- Fiesta Day
- Columbus Day
- Veteran's Day
- Thanksgiving Day
- The Day After Thanksgiving
- Christmas

The CUSTOMER will provide BMI with a comprehensive list of accounts that require replacement services in route read order. The CUSTOMER will identify any "blackout" periods in which specific accounts cannot be replaced. BMI will work with the CUSTOMER to create a mutually-agreed upon format to serve as a means of transferring installation data.

1.2. BMI will provide any necessary labor and traffic control required to install meters, endpoints, and infrastructure in accordance with CUSTOMER ordinances.

1.3. Project duration. Project duration must not exceed 24 months upon the written Notice to Proceed.

1.4. Workmanship Warranty. BMI shall warrant all work being supplied to the Owner against defects in workmanship and material for a minimum period of 2 years from installation acceptance. BMI shall repair or replace, at BMI's expense, any failures or defects resulting from installation services which fail during the 2-year warranty period.

1.5. Permits, Licenses, & Certifications. For the duration of the project, BMI is responsible for obtaining all relevant permits, licenses, and certifications required to perform the work.

1.6. Reporting. BMI will provide weekly status reports or as deemed appropriate related to Daily Installations Completed, Unable-to-Complete Installations, Route Completion, Installation Metrics, Installation Forecast, and an updated Schedule via a web portal or email. A more detailed communication/escalation plan will be developed by the CUSTOMER and BMI

during the project planning phase.

1.6.1. Forecasting. On a weekly basis, BMI will provide a forecast consisting of no less than 6 months of projected installations.

1.6.2. Appointments. On a weekly basis, BMI will provide a report consisting of all future appointments as mutually agreed upon with the CUSTOMER. An appointment is defined as an installation that has been scheduled for a future date/time through communication with the customer.

1.6.3. Unable-to-Complete/Return-to-Utility (RTU) Work Orders. If an installer encounters a work order that cannot be completed, thus deemed a "RTU" or "Unable-to-Complete", the installer will take a picture of the issue and note the issue in the WOMS. Once the work order is flagged, the service is sent to BMI's field manager to review the issue and determine if it is a legitimate reason to turn the service back to the CUSTOMER for remedy. If the field manager determines that CUSTOMER assistance is required, the account will be tagged as "return to utility" or RTU.

Examples of RTU situations:

- Unable to find meter pit.
- Existing meter has been removed prior to technician's arrival.
- Meter has a non-standard lay length requiring the meter setting be re-plumbed.
- Meter or meter coupling is obscured or obstructed by meter pit sidewall or other obstruction.
- Meter is too deep and will require the removal of the pit ring in order to reach the meter.
- Meter pits that are not accessible due to access issues requiring resident intervention (eg: locked gate, vicious dog, vehicle over pit). BMI will leave a door hanger on these accounts requesting an appointment at least twice prior to returning the account to the CUSTOMER).

If the account is designated by BMI's field manager as a RTU, it will be immediately posted to the project web portal under this category. The CUSTOMER's personnel will be able to generate RTU reports at any time, and can use these reports to generate work orders for the CUSTOMER's personnel to make corrections or remedy the RTU issue. Once remedied, the CUSTOMER can either install the meter or resubmit it to BMI to complete the work order. Remanding a meter from RTU status back to BMI to install can be accomplished by the CUSTOMER's personnel by utilizing the project web portal.

BMI assumes that RTU accounts will be remedied and returned to BMI for

installation within 60 days upon receipt of notification by the CUSTOMER and prior to substantial completion of the project. Otherwise, BMI assumes that the CUSTOMER will accept responsibility for the RTU account and will complete the work order at its convenience.

1.7. Installation Procedure. At a minimum, BMI will follow the procedures outlined in EXHIBIT 01, EXHIBIT 02, EXHIBIT 03, EXHIBIT 04, EXHIBIT 05, and EXHIBIT 06 unless otherwise noted.

1.7.1. Water, sand, and soil must be removed by BMI such that the old meter can be properly identified prior to the installation of the new meter and/or endpoint. The CUSTOMER will assist in locating any meters as needed.

1.8. Work Stoppage. In the event that the CUSTOMER requires work to be halted/stopped, CUSTOMER must provide 30 days written notice prior to the work stoppage with the exception of unforeseen circumstances.

1.9. Work Release. CUSTOMER must provide BMI with enough work orders to adequately adhere to the mutually agreed upon schedule.

1.10. Breaks, Damaged Plumbing, and Data Discrepancies. BMI will make a reasonable effort to minimize damage to plumbing. BMI is responsible for visually inspecting the plumbing prior to completing the install. Plumbing that is determined to be inadequate must be referred to the CUSTOMER in order to gain approval to complete the installation. If visually inspected plumbing is damaged or breakage occurs without the CUSTOMER's consent to proceed with the installation, BMI will be financially responsible for the necessary repairs. Any damage will be the responsibility of the CUSTOMER if the damage occurs to plumbing if damage occurs after the CUSTOMER gives permission for the installation to take place after BMI or its contractors determined that the plumbing was inadequate.

1.10.1. BMI shall repair any tamper flags that occur as a result of the installation.

1.10.2. BMI will stock 50 valves at the beginning of the project and retain no less than 25 valves of various types for the duration of the project.

1.10.3. BMI will make every effort to repair/correct any installation in a timely manner. Any non-emergency shall be resolved within 24 hours upon notification of the issue.

1.10.4. During the installation phase of the project, BMI will respond to emergencies within half an hour of notification.

1.10.5. Installation will not be considered complete unless the endpoint was "started" and accepted by the CUSTOMER

1.10.6. BMI will resolve any data issues and discrepancies that have been reported to the CUSTOMER within 3 business days upon notification or identification.

1.10.7. If BMI fails to resolve improper installations, data issues, or data discrepancies as directed above, BMI will be held responsible for costs incurred by the CUSTOMER to resolve the issues and discrepancies. Furthermore, if there are delays to the project due to performance issues by BMI and/or its subcontractors, a fee of $1,000 (one-thousand dollars) per day will be credited to the annual service fee until the project is resumed and back on schedule as defined in the project plan.

1.11. Automated project control process. BMI will utilize an automated Work Order Management System (WOMS) to collect and transmit data. The CUSTOMER will provide the service address as the unique identifier, the account number, the last reading, high low reading, route ID and sequence, and meter location notes. Collected data must be transmitted within a mutually agreeable timeframe, but no greater than once per week. The system must have a redundant backup process, so that all information is preserved in the event of a breakdown in the primary system. All information collected in the field must be by a handheld and a barcode scanner should be used in cases where a barcode is available. The CUSTOMER will have access to work order data via BMI's WOMS web portal.

1.11.1. BMI will be responsible for being capable of a daily installation rate required to complete all installations within the required timeframe outlined in the project schedule.

1.12. Installation acceptance.

(a) Installation Data shall be emailed to the CUSTOMER by BMI in a password protected file. The Completed Installation Data shall contain, at a minimum, for each installation, the date/time stamp, primary key to be associated with a specific account, installer's name or id, old and new meter serial numbers, old and new endpoint serial numbers, installation size and type, install notes, and the new and final read.

(b) Following BMI's receipt of the Installation Data, each installation set forth therein will be accepted and submitted to the CUSTOMER by BMI provided that the following occur: The devices are installed according to the specifications set forth in EXHIBITS 05; the quality control procedures outlined in EXHIBIT 01 are followed; a read is obtained from the endpoint.

(c) The CUSTOMER shall have the greater duration of 30 business days from its receipt of the Installation Data or 30 days from receipt of the invoice from BMI to verify the actions set forth in EXHIBIT 01. The CUSTOMER shall promptly notify BMI of any installations set forth in the Installation Data that do not meet the conditions of EXHIBIT 01 attached, so that BMI may resolve any discrepancies. If the CUSTOMER does not, with respect to installations set forth in the Verified Installation Data (a) inspect the installations, (b)

verify installation data, or (c) confirm that the correct information for the installations have been captured in the AMR control system database, in each case within the specified time frame through no fault of BMI, then the installations set forth in such Verified Installation Data must be deemed to be conditionally accepted.

(d) In the event that the 1% or more of BMI's installations fail inspection over the course of one billing period, the CUSTOMER has a right to halt work, renegotiate payment terms, and increase retainage.

1.13. Payments. BMI will provide the CUSTOMER with an invoice which itemizes installations and any authorized additional work for which payment has not yet been processed. BMI will work with the CUSTOMER to develop an acceptable invoice format. The CUSTOMER shall process all acceptable invoiced items and arrange payment for the same. Each invoice will be supported by a list of installation records that are tied to the invoice and presented in a manner agreeable by both the CUSTOMER and BMI.

1.14. No solicitation. Neither BMI, nor its employees nor agents, may solicit business from the CUSTOMER's customers nor will BMI or its SUBCONTRACTOR accept any requested work from customers while engaged in any work associated with this Project and for a 24 month period after the Project has concluded.

1.15. Safety. In cases of conflict between governing safety regulations, the more stringent regulation shall apply.

1.15.1. BMI shall maintain at the project site office, or other well- known place at the project site, all articles necessary for providing first aid to the injured. BMI shall establish, publish, and make known to all employees, procedures for ensuring immediate removal to a hospital, or doctor's care, persons, including employees, who may have been injured on the project site. Employees should not be permitted to work on the project site before BMI has established and made known procedures for removal of injured persons to a hospital or a doctor's care.

1.15.2. BMI shall have sole responsibility for the safety, efficiency, and adequacy of BMI's plant, appliances, and methods, and for any damage or injury resulting from improper maintenance, use, or operation. BMI shall be solely and completely responsible for the conditions of the project site, including safety for all persons and property in the performance of the work. This requirement shall apply continuously, and not be limited to normal working hours. The required or implied duty of the CUSTOMER or BMI to conduct construction review of the BMI's performance does not, and shall not, be intended to include review and adequacy of the BMI's safety measures in, on, or near the project site.

1.15.3. Additional labor to access confined spaces will be charged on an hourly basis per the proposal pricing.

1.15.4. BMI shall comply with all OSHA regulations and any other state/federal/local working laws & requirements.

1.16. Staff.

1.16.1. Project Manager. BMI will designate a Project Manager, who will be responsible for managing the entire installation project on a day-to-day basis on behalf of BMI and for seeing that all installations are carried out in a professional manner and in compliance with the procedures required by BMI, equipment / manufacturer(s), the CUSTOMER, and other applicable local, state and federal regulations. The Project Manager will be onsite on a monthly basis or as needed. An experienced field supervisor will be onsite at all times with the exception of designated holidays and vacations.

1.16.1.1. The CUSTOMER reserves the right to pre-approve the assigned Project Manager. BMI will not replace a Project Manager without prior approval from the CUSTOMER. The replacement needs to possess equal or greater experience/skills than the originally assigned Project Manager.

1.16.2. Installers. BMI's employees or SUBCONTRACTOR performing installation services in connection with the Project must be fully trained in the installation of BMI's meters and endpoints. The CUSTOMER reserves the right to require BMI to retrain, reassign or remove from the Project any employee who fails to perform competent work.

1.16.3. Uniforms and identification. The field personnel of BMI and its SUBCONTRACTOR must wear easily recognizable uniforms, as well as prominently displayed picture identification badges containing BMI or its SUBCONTRACTOR's name, employee name, title, employee picture and employee I.D. number. BMI and its SUBCONTRACTOR's employees who are no longer employed by BMI or its SUBCONTRACTOR must be required to return their uniforms and identification cards immediately upon termination of employment.

1.16.4. Background checks. CUSTOMER shall require BMI and its SUBCONTRACTOR to conduct criminal offense background checks as well as drug and alcohol testing on all installation personnel. Drug and alcohol testing must be repeated in the event of any incident resulting in personal or property damage. BMI must ensure that its SUBCONTRACTOR does not employ as an installer any person who fails these checks. The CUSTOMER and BMI shall have the right to review all background checks and prevent any such employee from working on the Project.

1.17. Customer Communication.

1.17.1. BMI shall notify service customers before shutting off water according to project procedures, as defined by the CUSTOMER and BMI. Meters are to be replaced by route and outside of designated blackout periods and not to interrupt the CUSTOMER's billing cycles. The implementation of any measure required to protect the environment shall supersede any order of work designated within these specifications. BMI shall meet the conditions as outlined in any and all permits and requirements of the Federal, State, County, and CUSTOMER regulatory agencies.

1.17.2. CUSTOMER will coordinate communications with customers and the general public in regards to the AMI Project.

1.17.3. BMI will provide door hangers and literature with the CUSTOMER's and BMI's contact info in order to inform the customer of the project and provide contact information in case the customer has questions or issues that need to be addressed. The CUSTOMER will have a minimum of 2 weeks to review any material before they are provided to the public.

1.18. Meter and Scrap Disposal. BMI agrees that no metallic material, byproduct, or remnant resulting from product obtained through the installation process shall be recycled or disposed of without expressed written consent from the CUSTOMER.

1.19. Items to be supplied by BMI.

1.19.1. General. BMI and its SUBCONTRACTOR will supply the following components and aspects of installation: overall Project Management; onsite field manager; training and direct supervision of Installers; installation of product; appointment scheduling; problem solving and complaint handling; inspection, testing and quality control.

1.19.2. Tools and materials. BMI will furnish all supplies, materials, tools and equipment necessary for the successful and timely completion of all endpoint installations under this Agreement as specified herein.

1.19.2.1. BMI will provide:

- Registers per Section 1.1
- Endpoints per Section 1.1
- Meters per Section 1.1
- Installation Status Reporting
- BEACON Training
- CUSTOMER training for infrastructure installation and maintenance
- CUSTOMER technical and IT installation support
- Meter and endpoint installation Labor per Section 1.1
- Installation equipment/tools

- Secure warehouse space
- Identifiable vehicles, uniforms (hat/shirt/jacket), ID tag information
- Background checks
- Appointment control and call center services
- Services required to integrate endpoint change-out data with CUSTOMER's billing system.
- Photos that clearly depict the old meter read and identifying account information
- GPS Coordinates
- Photos of completed installations
- CUSTOMER-approved Customer communication (Letters, door hangers, postcards, etc.)
- Electronic photos of the employees of BMI and its SUBCONTRACTOR

1.19.2.2. Out of Scope Materials (optional pricing provided for most items):

- Pits Boxes
- Pit Lids
- Frost Lids
- Valves
- Expansion Couplings
- Competitive Meter Registers

1.19.3. Vehicles. BMI will be responsible for all vehicles it uses on the Project. All installation vehicles will be stocked with common supplies needed for normal service installation. BMI will request its SUBCONTRACTOR to prominently display the company name and/or logo on both sides of the vehicles, including private vehicles used for the work. Any employee of BMI or its SUBCONTRACTOR that drives a vehicle in connection with this Project must have a valid driver's license for the class of vehicle being driven, and must be insured as set forth in the Insurance Requirements. BMI will notify the CUSTOMER of any incidents of accidents or other vehicular violations by any Installer occurring during the course of the project and will be financially responsible for any damages caused as a result of such accidents or incidents.

1.19.3.1. Parking. BMI and its SUBCONTRACTOR must deploy vehicles to minimize parking problems and avoid blocking any streets while following all parking laws. BMI and its SUBCONTRACTOR will be responsible for all parking violations.

1.19.4. Warehouse. See EXHIBIT 03 for detailed inventory tracking information.

1.19.4.1. BMI will maintain an insured, staffed warehouse space. The

warehouse will provide secure, weather tight storage and will be available for inspection by CUSTOMER personnel.

1.19.4.2. As the product in the warehouse is considered BMI's until installed, the CUSTOMER will not attempt to remove any product from the warehouse for its own use without written consent from BMI.

1.19.4.3. BMI shall obtain and maintain a warehouse that will accommodate at least one month of new inventory.

1.19.5. Completed work orders. Completed work orders must include information outlined in the detailed Project procedures. All information requested on the work order will be completely filled out for the installation to be considered complete and eligible for payment.

1.19.6. Training. BMI will provide training to the CUSTOMER's personnel on how to swap out meters.

1.20. CUSTOMER to provide:

- Work Orders in an electronic format, such as Excel or csv. (this data will then be entered into the WOMS by BMI)
- Blackout Schedule (Periods of time when meters cannot be installed)
- Assistance with locked or hard-to-access sites
- Assistance with locating meters in the field which could not be located by BMI
- Assistance in shutting off water where valves have malfunctioned or are inoperable
- Pit lids, if required.

EXHIBIT 01

Data Management Quality Control

CUSTOMER expects BMI to actively manage all project data in an electronic method that eliminates data errors. BMI is responsible for preventing, identifying and correcting all data errors. All data collected must be done electronically and not through paper and pencil. Proactive and continued improvement of Data Management processes are expected.

The types of data BMI will manage include;

- installation account data
- inventory data
    - BMI is expected to manage inventory data (meter serial number) from the time of acceptance through installation to the time of invoice to CUSTOMER.
- GPS data
- invoice data (ie: BMI invoicing the CUSTOMER)
- quality control metrics
- project work metrics

Most importantly will be BMI's ability to ensure all installation data reported to the CUSTOMER is 100% accurate. Installation data includes but is not limited to:

- new and old meter serial numbers
- new register and transmitter serial numbers
- GPS coordinates
- account data
- time data
- final read picture
- final meter read
- installation notes
- installation type
- skipped installation reason and description

Any installation accounts with inaccurate or missing account data will not be accepted by CUSTOMER and will require BMI to correct the data. BMI is expected to utilize both automated and manual methods to ensure data integrity, such as quality control procedures to be performed in the field.

CUSTOMER expects BMI to adhere to the following best practices to help ensure data integrity:

- BMI and SUBCONTRACTOR is required to store and perform a redundant backup system to prevent data loss.
- Use of barcode scanning for meter, register, and transmitter serial numbers.
- Keystroke verification to identify mistyped data.
- GPS data collected at time of original installation.
- Duplicate data checking.
- Verification of meter, register, and transmitter serial numbers by comparing to inventory data provided by BMI.
- Data verification by supervisor or project manager of all data prior to submission to the CUSTOMER.
- BMI is expected to retain ALL project data for the duration of the project.
- Cumulative project data will be provided to the CUSTOMER at the conclusion of the project in MS Excel or SQL format.

BMI's technical personnel will work with the CUSTOMER to develop an acceptable format for transmitting the installation data electronically such that it can be directly imported into the CUSTOMER's billing software.

BMI will transmit electronic installation data to the CUSTOMER at a frequency requested and in a format acceptable to the CUSTOMER.

Revision Date:	1-31-2013	Revised By:	Wade Glanek

EXHIBIT 02

BMI and its subcontractor will include the following installation check-list created by the CUSTOMER as well as the items listed in Exhibit 04.

- Check that Address and Meter Number is correct for exchange
- Knock on door to advise customer why you are there and that water will be off for a short time
- Check the valve to see if open or closed
  - If valve is on, turn valve to off by turning clockwise. Arrow on valve indicates it's ON if arrow is facing meter
  - If valve does not turn, check the arrow direction (if arrow is facing opposite side of meter then it is already off)
  - If valve is on and does not turn, try to work valve by gently working valve back and forth several times until valve loosens then close valve
- If valve breaks or is broken in ON position, do not attempt to remove meter until valve is replaced
- If valve breaks in OFF position, contact your supervisor and the CUSTOMER's Water Division immediately.
- Once valve is off, the expansion connector can be loosened slowly. DO NOT remove meter until water has subsided
  - BMI will be responsible for valve replacement
- Remove old meter gaskets, provided by BMI, from setter and install new meter gaskets. All gaskets must be replaced.
- Log old meter read starting from the hundredth position. Log new meter information.
- Install new meter with expansion connector if required.
- Slowly turn on valve in counter clockwise position and check for any leaks. (If it drips or leaks, tighten connector or retighten connector to meter)
- No leaks, close meter lid securely
- If any issues arise, contact supervisor and CUSTOMER representative. Document address, date GPM (if any), issue, and meter number

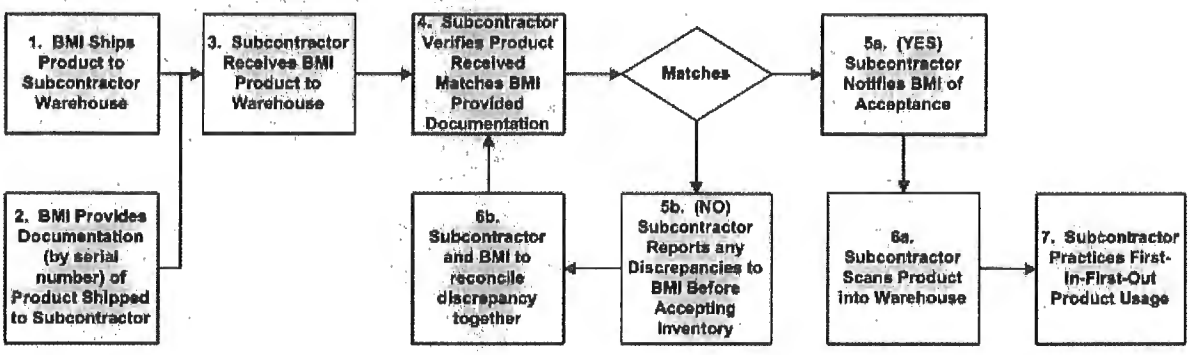
Meter Exchange Inspection Check List

- ✓ Check meter for drips or leak
- ✓ Check valve is on all the way
- ✓ Check valve that it is working
- ✓ Check meter is installed in proper direction
- ✓ Check meter lid is properly secure

EXHIBIT 03

Inventory Management and Tracking – Workflow

The below workflow diagram outlines how BMI expects the selected SUBCONTRACTOR to handle inventory tracking throughout the course of the project. The SUBCONTRACTOR will be expected to electronically verify receipt of all products by serial number prior to acceptance. Unless otherwise noted, the SUBCONTRACTOR will remain liable for all lost, damaged or stolen product once accepted to its warehouse.



SUBCONTRACTOR must maintain an insured, staffed warehouse space. The warehouse will provide secure, weather tight storage and will be available for inspection by Badger Meter personnel. Product in the warehouse is considered SUBCONTRACTOR-consigned inventory upon SUBCONTRACTOR acceptance. SUBCONTRACTOR assumes care, custody, and control of inventory.

SUBCONTRACTOR will have the capability to unload and load semi-trailer with product and related BMI material. SUBCONTRACTOR to provide the time, machinery, and labor necessary to load and unload BMI product. SUBCONTRACTOR will provide all the necessary hardware and software to scan BMI product into SUBCONTRACTOR inventory and allow for acceptance.

EXHIBIT 04

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EXHIBIT 05

Outdoor Meter Installations SOP (Pit / Vault)

The CUSTOMER expects BMI to perform all work using an approved handheld data collection device. The handheld data collection device is to be used in order to select a specific work order, record installation data, and sync with the work order management system (WOMS).

Step 1- Confirm Service Location (Installer)

- Using work order data, confirm the service address. Verify that the located pit is for the service address that the work order refers to.
- Notify the customer that their water will be shut off for meter replacement and restored after the meter replacement has been completed. *(Meter Change Only)*
    - If customer is not present, proceed to step 2.
- Please ask the customer not to open any water valves or flush any toilets until their water has been restored. *(Meter Change Only)*

Step 2- Inspect Meter Pit (Installer)

- Determine that the area is safe to work in.
- Record old meter usage reading in handheld data collector.
- Record old meter serial number and transmitter serial numbers (if present).
- Does the pit have the correct pit lid in place to mount transmitter? If yes, proceed with the installation. If no, install the appropriate pit lid and note lid installation in the handheld data collector. If the pit requires a lid that the installer does not have, stop the installation and make a note in the handheld data collector and reference the type of lid required.
- If flooded, pump out water to a level below the meter.
- If buried, remove no less than 2" of soil below the meter base and couplings. *(Meter Change Only Unless Otherwise Specified)*
- Inspect valves. Does valve appear faulty? – If yes, record in the handheld data collector and stop installation. If applicable, notify supervisor and contact CUSTOMER representative to inform them that a replacement valve is required. *(Meter Change Only)*
- If meter is inaccessible, unsafe, leaking, or otherwise not able to be installed, record the reason why (inaccessible, unsafe, bad plumbing, etc.) along with a detailed description in the WOMS.
    - Unsafe locations include, but are not limited to:
        - Indication that gas or toxic fumes are present
        - Hazardous waste is present
        - Risk of water contamination (eg: sewage/oil in pit)

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- Instable vault walls/risk of collapse

- If valve breaks during install or does not turn back on, notify supervisor and contact CUSTOMER representative to inform them that a replacement valve is required..

Step 3- Install New Meter or Meter Retrofit (Installer)

- Look to see if water is flowing, wait until water stops. If water does not stop, verify valve is closed and customer is not using water. *(Meter Change Only)*
- Loosen meter couplings and remove old meter. *(Meter Change Only)*
- Install new meter using BMI supplied connector sets, nuts, studs and rubber gaskets. *(Meter Change Only)*
- Turn on water. Flush line using outside spigot if available. *(Meter Change Only)*
  - NOTE: If water flow does not stop or slow down and the customer is not home, shut water off and leave WATER OFF notice. Inform Supervisor that water was left off and give property address. Supervisor will inform CUSTOMER.
- Mount transmitter through hole in pit lid or under lid with proper mounting hardware.
- Program and test transmitter (if applicable).
- Secure pit lid and cleanup around meter pit. *(Meter Retrofit and Meter Change)*

Visually inspect installation.

- Confirm water is on
- Look for leaks
- Verify flow direction is correct
- Verify meter is plumb
- Verify register is secure w/tamper proof torx
- Seal the meter with seal wire & seal (if applicable)

Step 4 – Data Collection - Old Meter (Installer/Data Collector)

- Verify serial number matches the one in CUSTOMER database. If not, note in data collector.
- Write work order ID on meter tag and attach to meter or register.
- Collect old meter, old register, and old transmitter for storage.

Step 5 – Data Collection - New Meter (Installer/Data Collector)

- Enter new meter size and type into data collector. *(Meter Change Only)*
- Enter new meter and transmitter serial numbers into data collector using barcode scanning.
- Note pit condition in data collector.
- Manually enter description of any unusual issue associated with the installation.

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- Perform QC check by answering questions in data collector and visually inspecting installation.
- Place end caps on old meter.

Step 6 – Post Installation

- Use wand, IR port, or RF to turn on transmitter prior to leaving. (if applicable)
- Notify customer that the water service has been restored. *(Meter Change Only)*
- Leave contact information along with information regarding the service performed.
- Sync handheld data collector with WOMS on a daily basis.
- Correct data errors daily.
- Submit scrubbed install data on weekly basis to Badger Meter.

Emergency Procedures

- In the event of a plumbing problem resulting in a leak (major), attempt to stop the leak by use the curb stop, freeze kit, or other means to minimize damage. Avoid crimping the pipe.
- If unable to stop leak or contain drainage, contact the Field Supervisor
- If damage occurs, notify Field Supervisor and document all issues regarding the incident in detail and take photographs.
- If complaint or claim for damages occurs, Badger Meter will be notified.

Notes

- The installer performs the initial quality check prior to any work being performed for all installations.
- All installations are checked again after the completion of all work.

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EXHIBIT 06

Quality Control Reporting

The CUSTOMER expects BMI to practice a high level of quality control through the life of the project. Quality control will be required before, during, and after installation. The CUSTOMER expects BMI to proactively increase quality performance.

The CUSTOMER requires that 100% of the work performed within the first two weeks of production receives a field audit. Thereafter, 5% of all installations will require a random field audit. All new hires of BMI and its SUBCONTRACTOR will be subject to 100% field audits for two-week or for 100 installations, whichever is greater. Within 48 hours, 100% of all installation data will undergo quality and integrity checks. All installations will receive a confirming read from the AMI system prior to their submission to the CUSTOMER. BMI will remove and retrain any installation technician that exhibits an error rate in excess of 1%. All work performed by that installation technician during the 2 days prior to the installation technician being removed from the field, will be audited. If the audit results for those two days show an installation error of 2% or greater, all work done by the installation technician over a one-month period will be audited. BMI will resolve all installation errors discovered during the course of the quality audit process.

BMI will investigate and address work order exceptions such as meter mismatch, high-low read exceptions, and dial mismatches in a timely and efficient manner. BMI will track exceptions and will discuss a process change if the results of field investigations show issues found on more than 1% of the installed population for a given route.

The CUSTOMER reserves the right to spot check installation work of BMI on all installations (including those that have been accepted) for 90 days after completion. BMI will be responsible for fixing all unsatisfactory installations caused by reasons under its control.

All failed installations found through spot-checking or customer complaint must be reported to the CUSTOMER with all account information, description of problem, installer, and resolution within 1 week.

Prior to Installation:

1. Verify installer is at the correct location and correct meter set prior to commencing work.
2. Verify work is possible without causing damage or injury.
3. All vehicles and personnel should be clearly identified with the name of BMI or its SUBCONTRACTOR.
4. Personnel must carry ID badges.
5. All personnel will be properly trained prior to installation work. New personnel will be

closely supervised.

During Installation:

1. Installer will verify all necessary data is collected and accurate at the time of installation.
2. Installer will follow the designated installation procedure outlined by BMI and approved by the CUSTOMER.
3. Installer will verify all aspects of the installation are correct before leaving the premises. Any issues caused by BMI or its SUBCONTRACTOR must be reported to the CUSTOMER and the customer.

Post Installation:

1. BMI will spot-check installations as required (outlined above).
2. BMI will document and provide a detailed report to the CUSTOMER for any accounts with installation issues.
3. BMI will proactively develop methods to reduce quality issues.

Training

BMI will train all staff to meet all installation and project requirements. The CUSTOMER is also expected to make all employees available for BMI led training sessions. BMI will provide additional training if quality control problems arise during the project.

BMI training procedures must include but not be limited to the following:

- Review of Manufacturers Specified Installation Procedures
- Practical Training in the Classroom/Shop Setting
- On-Job Training Overseen by Experienced Crew Leader
- Customer Service and Care
- Project Specific Work Functions
- Proper Installation of Transmitters
- Emergency Procedures
- Environmental Hazard and Safety Training

BMI will provide all necessary information and training materials to the CUSTOMER. The CUSTOMER is expected to notify BMI if training is insufficient or information is lacking.

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Badger Meter

Santa Fe, NM Schedule of Values

Item #		Item Description	Qty	Unit	Itemized $	Item Total $	Bid Price	October 2014 % Complete	Qty	$ Complete	Total to Date % Complete	Qty	$ Complete	Bid Item Total
1		**Mobilization**					$35,000.00							-
	1.1	Mobilization of Personnel, Resource Procurement, and Site Preparation	1	LS	$35,000.00	$35,000.00				-		0	-	
2		**BEACON AMA Managed Solution**					$2,606,566.80							-
	2.1	*BEACON Software Maintenance (Year 1) -Includes Monthly Endpoint Price of $0.7125 -Price Assumes Hypothetical Year 1 Installation Projection of 13,100 Endpoints -Refer to Installation Projections for Monthly Breakdown	1	Each	$41,992.61	$41,992.61				-		0	-	
	2.2	*BEACON Software Maintenance (Year 2) -Includes Monthly Endpoint Price of $0.7125 -Price Assumes Hypothetical Year 2 Installation Projection of 20,577 Endpoints in Addition to 13,100 Endpoints in Year 1 -Refer to Installation Projections for Monthly Breakdown	1	Each	$230,758.09	$230,758.09				-		0	-	
	2.3	*BEACON Software Maintenance (For Each Year, Years 3 thru 5) -Includes Monthly Endpoint Price of $0.7125 -Price Assumes Total of 33,677 Endpoints Installed	3	Each	$287,938.35	$863,815.05				-		0	-	
	2.4	*BEACON Software Maintenance (For Each Year, Years 6 thru 10) -Includes Monthly Endpoint Price of $0.7275 -Price Assumes Total of 33,677 Endpoints Installed	5	Each	$294,000.21	$1,470,001.05				-		0	-	
	2.5	BEACON Software Installation and Updates -Includes Customer Engagement Software	1	LS	$0.00	$0.00				-		0	-	
	2.6	BEACON Software Configuration	1	LS	$0.00	$0.00				-		0	-	
	2.7	BEACON Software Testing	1	LS	$0.00	$0.00				-		0	-	
	2.8	BEACON Software Integration -Includes Integration with Customer's Billing Software	1	LS	$0.00	$0.00				-		0	-	
	2.9	BEACON Software Reporting	1	LS	$0.00	$0.00				-		0	-	
	2.10	BEACON Software Data Hosting	1	LS	$0.00	$0.00				-		0	-	
	2.11	BEACON Cellular Communications	1	LS	$0.00	$0.00				-		0	-	
	2.12	Installation & Maintenance of Gateways (if required)	1	LS	$0.00	$0.00				-		0	-	
	2.13	BEACON Smartphone Installation Application	1	LS	$0.00	$0.00				-		0	-	
	2.14	BEACON Software Training -2 Days Onsite and Community-Based Web Training	1	LS	$0.00	$0.00				-		0	-	
	2.15	BEACON Subscription Fee for Each Endpoint in Excess of 34,231 -Includes Hourly Data	TBD	Per Month	$0.75					-		0	-	
3		**Project Management**					$160,773.00							-
	3.1	Project Management Services	1	LS	$160,773.00	$160,773.00				-		0	-	
4		**Handheld Installation Units**					$12,903.20							-
	4.1	Trimble Ranger 3 Handheld, Includes Year 1 Maintenance	2	Each	$6,451.60	$12,903.20				-		0	-	
5		**Water Meters and Registers**					$5,495,583.80							-
	5.1	Badger RCDL MLP (5/8"), Plastic Bottom, HRE-LCD, ORION Endpoint	30,354	Each	$135.00	$4,097,790.00				-		0	-	
	5.2	Badger RCDL M35 (3/4"), Cast Iron Bottom, HRE-LCD, ORION Endpoint	143	Each	$164.70	$23,552.10				-		0	-	
	5.3	Badger RCDL M55 (1"), Cast Iron Bottom, HRE-LCD, ORION Endpoint	1,598	Each	$200.00	$319,600.00				-		0	-	
	5.4	Installation Services for 5/8" - 1" Water Meters -Includes Lid Drilling if Required	32,095	Each	$32.86	$1,054,641.70				-		0	-	
6		**Encoder w/ORION Endpoint**					$0.00							-
	6.1	HRE-LCD Compatible with 5/8"-1" Badger Disc Meters	TBD	Each	$108.50					-		0	-	
	6.2	HRE-LCD Compatible with 1 1/2" - 2" Badger Disc Meters	TBD	Each	$113.80					-		0	-	
	6.3	HRE-LCD Compatible with Turbo & FSM Badger Meters	TBD	Each	$127.80					-		0	-	
	6.4	HRE-LCD Compatible with Badger Compound Meters (Includes 2 Units)	TBD	Each	$193.20					-		0	-	
	6.5	Compatibility with Competitive Water Meters	TBD	Each	$169.40					-		0	-	
	6.6	Installation Services for Retrofit of 1 1/2" - 10" Disc & Turbine Meters -Includes Lid Drilling if Required	TBD	Each	$22.86					-		0	-	
	6.7	Installation Services for Retrofit of 1 1/2" - 10" Compound Meters -Includes Lid Drilling if Required	TBD	Each	$34.29					-		0	-	
7		**Meter Valves**					$0.00							-
	7.1	Supply of 5/8"-1" Meter Valve	TBD	Each	Cost+15%					-		0	-	

Item #		Item Description	Qty	Unit	Itemized $	Item Bid $	Total Price	October 2014 % Complete	Qty	$ Complete	Total to Date % Complete	Qty	$ Complete	Bid Item Total
		Santa Fe, NM Schedule of Values												
	7.2	Supply of 1 1/2" Meter Valve	TBD	Each	Cost+15%					-		0	-	
	7.3	Supply of 2" Meter Valve	TBD	Each	Cost+15%					-		0	-	
	7.4	Installation Services for 5/8"-1" Meter Valve	TBD	Each	$61.11					-		0	-	
	7.5	Installation Services for 1 1/2" Meter Valve	TBD	Each	$138.89					-		0	-	
	7.6	Installation Services for 2" Meter Valve	TBD	Each	$161.11					-		0	-	
8		**Expansion Connectors**					$0.00							-
	8.1	Supply and Installation/Replacement of 5/8" Expansion Connectors	TBD	Each	$33.61					-		0	-	
	8.2	Supply and Installation/Replacement of 3/4" Expansion Connectors	TBD	Each	$36.39					-		0	-	
	8.3	Supply and Installation/Replacement of 1" Expansion Connectors	TBD	Each	$52.22					-		0	-	
	8.4	Installation/Replacement-Only of 5/8"-1" Expansion Connectors	TBD	Each	$2.22					-		0	-	
9		**Pit Lids**					$0.00							-
	9.1	Supply of New Frost Lid	TBD	Each	$7.11					-		0	-	
	9.2	Supply and Installation of 11.5" Lid	TBD	Each	$27.78					-		0	-	
	9.3	Supply and Installation of 20" Lid	TBD	Each	$72.22					-		0	-	
	9.4	Installation-Only of 11.5" Lid	TBD	Each	$5.56					-		0	-	
	9.5	Installation-Only of 20" Lid	TBD	Each	$7.22					-		0	-	
10		**Meter Box Leveling**					$0.00							-
	10.1	Leveling of Box in Soil/Dirt	TBD	Each	$38.89					-		0	-	
	10.2	Leveling of Box in Concrete	TBD	Each	$177.78					-		0	-	
11		**Pipe Replacement**					$0.00							-
	11.1	Supply and Installation/Replacement of Exposed Pipe	TBD	Foot	$11.11					-		0	-	
	11.2	Supply and Installation/Replacement of Soil-Covered Pipe	TBD	Foot	$33.33					-		0	-	
	11.3	Supply and Installation/Replacement of Asphalt-Covered Pipe	TBD	Foot	$44.44					-		0	-	
	11.4	Supply and Installation/Replacement of Concrete-Covered Pipe	TBD	Foot	$50.00					-		0	-	
12		**GPS Coordinate Collection**					$0.00							-
	12.1	Consumer-Grade Accuracy (3+ Meters) Lat/Longs -Included with Each Endpoint Installation	TBD	Each	$0.00					-		0	-	
	12.2	Sub Meter Accuracy (< 1 Meter) Lat/Longs	TBD	Each	$5.00					-		0	-	
13		**Non-Scoped Materials**					$0.00							-
	13.1	Non-Scoped Materials	TBD	Each	Cost+15%					-		0	-	
14		**Labor Rate**					$0.00							-
	14.1	Labor for Confined Space and Misc. Services	TBD	Hour	$50.00					-		0	-	
						Total:	$8,310,826.80	0.00%		$0.00	0.00%		$0.00	$0.00

*BEACON Software Maintenance Pricing is Estimated Based Upon Monthly Installation Projections.

The information contained herein is to be considered confidential & proprietary to the extent allowable by law.