



**Aqua-Metric Sales Company**  
16914 Alamo Parkway, Building 2  
Selma, Texas 78154  
Phone: (210) 967-6300  
Fax: (210) 967-6305

**Primary Contact**  
Gary Ragusa  
Southeast Territory Manager  
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Bids and Proposals  
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**Sensus Contact**  
Jon Tyson  
Account Development Manager  
Phone: (919) 428-4649  
Email: jon.tyson@xyleminc.com



**Bid Number: 50-00142043**

**One Time Purchase of Compound Water  
Meters for Jefferson Parish East Bank Public  
Works Warehouse**

**Due: Friday, May 05, 2023 at 11:00 AM**

Jefferson Parish  
Purchasing Department  
200 Derbigny Street  
General Governmental Building, Suite 4400  
Gretna, LA 70053

Thirkettle Corporation's Louisiana Contractor's License  
No: 62904  
Specialty: Telecommunications

**BID ENCLOSED**



May 5, 2023

Brenda Bellow  
Jefferson Parish, Purchasing Department  
200 Derbingy Street  
General Government Building, Suite 4400  
Gretna, LA 70053

RE: Bid No.: 50-00142043, One Time Purchase of Compound Water Meters


Ms. Bellow,

Thirkettle Corporation dba Aqua-Metric Sales Company is pleased to propose our water meter solution to Jefferson Parish in response to Bid Number 50-00142043, One Time Purchase of Compound Water Meters for Jefferson Parish East Bank Public Works Warehouse due May 05, 2023.

The enclosed proposal provides Sensus' revolutionary OMNI commercial metrology capable of both manual readings and integrating into Jefferson Parish's current and future electronic reading system of choice. Data sheets for the proposed meter are included as a part of our response.

We appreciate the opportunity and thank you in advance for your time and thoughtful consideration.

Sincerely,



Christopher Newville, Manager  
Aqua-Metric Sales Company  
Phone: (210) 967-6300  
Email: [procurements@aqua-metric.com](mailto:procurements@aqua-metric.com)

DATE: 5/02/2023

INVITATION TO BID  
THIS IS NOT AN ORDER

Page: 5

BID NO.: 50-00142043

## JEFFERSON PARISH

PURCHASING DEPARTMENT  
P.O. BOX 9  
GRETN, LA. 70054-0009  
504-364-2678

VENDOR: 27118 BLANK BID COPY VENDOR

BUYER: BBELLOW

As per LSA-RS 47:301 et seq., all governmental bodies are excluded from payment of sales taxes to any Louisiana taxing body. Quotations shall be based on F.O.B. Agency warehouse or jobsite, anywhere within the Parish as designated by the Purchasing Department.

JEFFERSON PARISH reserves the right to cancel all or any part of an order if not shipped promptly. No charges will be allowed for parking or cartage unless specified in quotation. The order must not be filled at a higher price than quoted. JEFFERSON PARISH reserves the right to cancel at any time and for any reason by issuing a THIRTY (30) day written notice to the contractor.

JEFFERSON PARISH is expecting all products to be new and all work to be done in workman-like manner, according to standard practices. Any deviations or alteration from the specifications must be indicated on the bid form for each item and upon request, product data for same must be submitted by the time specified by the Purchasing Department.

### DELIVERY: FOB JEFFERSON PARISH

INDICATE DELIVERY DATE ON EQUIPMENT AND SUPPLIES

25 Weeks

INDICATE STARTING TIME (IN DAYS) FOR CONSTRUCTION WORK

INDICATE COMPLETION TIME (IN DAYS) FOR CONSTRUCTION WORK

In the event that addenda are issued with this bid, bidders MUST acknowledge all addenda on the bid form. Bidder must acknowledge receipt of an addendum on the bid form by placing the addendum number as indicated. Failure to acknowledge any addendum on the bid form will result in bid rejection.

Acknowledge Receipt of Addenda: NUMBER: None  
NUMBER: \_\_\_\_\_  
NUMBER: \_\_\_\_\_  
NUMBER: \_\_\_\_\_

LOUISIANA CONTRACTOR'S LICENSE NO.: (if applicable) 62904

<b>*** ALL BIDDERS MUST COMPLETE SECTION BELOW ***</b>	
FIRM NAME: Thirkettle Corporation dba Aqua-Metric Sales Company	
SIGNATURE: (Must be signed here)	TITLE: Manager
PRINT OR TYPE NAME: Christopher Newville	
ADDRESS: 16914 Alamo Parkway, Building 2	
CITY, STATE: Selma, Texas	ZIP: 78154
TELEPHONE: ( ) (210) 967-6300	FAX: ( ) (210) 967-6305
EMAIL ADDRESS: Procurements@aqua-metric.com	

TOTAL PRICE OF ALL BID ITEMS: \$ 60,992.40

## INVITATION TO BID FROM JEFFERSON PARISH - continued

BID NO.: 50-00142043

SEALED BID

ITEM NUMBER	QUANTITY	U/M	DESCRIPTION OF ARTICLES	UNIT PRICE QUOTED	TOTALS
1	40.00	EA	<p>ONE TIME PURCHASE OF COMPOUND WATER METERS FOR JEFFERSON PARISH EAST BANK PUBLIC WORKS WAREHOUSE</p> <p>0010 - METER,2 IN,COMPOUND,CONFIGURATION #C23EXXXG1ATXX,OMNI MODEL #C2,ITRON ERT 100 W READING SYSTEM,INLINE CONNECTOR,FLOATING BALL SENSUS TECHNOLOGY SK# 00-0382890</p> <p>DELIVER TO:</p> <p>EAST BANK PUBLIC WORKS WAREHOUSE 4901 JEFFERSON HWY JEFFERSON, LA 70121</p>	\$ 1,524.81	\$ 60,992.40



**Aqua-Metric Sales Company**

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

May 3, 2023

**Client:** Jefferson Parish, LA  
**Attention:** Brenda Bellow, Buyer I  
**Address:** 200 Derbingy Street  
**City, State, Zip:** Gretna, LA 70053  
**Project:** Bid No 50-00142043, One Time Purchase of Compound Water Meters for the East Bank Warehouse  
**Due Date:** May 05, 2023 at 11:00 AM

Line No.	Item	Quantity	Unit	Extended
<b>Bid No 50-00142043</b>				
1	2" OMNI C2 Compound Meter with Itron Inline Connector	40	\$1,524.81	\$60,992.40

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

**Total \$60,992.40**

1. All quotes are subject to the Aqua-Metric Terms of Sale.
2. Quote is valid for thirty days.
3. If modifications in materials, labor, or processing are required to meet new regulations, the pricing submitted herein is subject to immediate change.
4. Freight allowed on single Sensus Product orders exceeding \$20,000.00.
5. Net Thirty Days to Pay
6. Returned product may be subject to a 25% restocking fee.
7. Sales Tax and/or Freight charges are not included.



## CORPORATE RESOLUTION OF AUTHORIZED SIGNATORY

I, Thomas Thirkettle, the undersigned President and Chief Executive Officer of Thirkettle Corporation dba Aqua-Metric Sales Company dba Utiliuse, a California corporation duly organized and existing under the laws of the State of California with its principal location at 4050 Flat Rock Drive, Riverside, CA 92505 (collectively the "Corporation"), hereby authorize Christopher Newville, Manager, with the signing authority of documents on behalf of the Corporation and to act upon and take such steps as appropriate and in connection with the Corporation's operational business initiatives and written instruments, including but without limitation to proposals, agreements, documents, transfers, assignments, contracts, obligations, certificates and other instruments of whatever nature so delegated by the Corporation (the "Documents") and entered into by the Corporation upon having received my consent of such Documents.

RESOLVED, that, by a quorum of the Board of Directors meeting called and held on under the state laws of California and Bylaws of the Corporation on February 24, 2023, where said resolution appears on record within the Official Minutes of the Board of Directors meeting, the Board of Directors approved to authorize and empower Mr. Newville to make, execute, endorse and deliver the Documents in the name of and on behalf of the corporation,.

I, Thomas Thirkettle, hereby certify by authorized signature and seal of the Corporation, as attested by the Secretary of the Corporation, that the foregoing statements are held to be true and accurate in accordance with state law and the Bylaws of the Corporation this 24<sup>th</sup> day of February, 2023.

  
Thomas Thirkettle, President & CEO

  
Attest: Lea Thirkettle, Vice President & Secretary





# OMNI+ Compound (C<sup>2</sup>) Water Meter

**1-1/2", 2", 3", 4", 6", 8" and 10"**

The OMNI™+ Compound (C<sup>2</sup>) Water Meter operation is based on advanced Floating Ball Technology (FBT).

## Performance

The patented measurement principles of the OMNI+ C<sup>2</sup> meter ensure greater accuracy, expanded accuracy range and longer service life than any other comparable class meter. The OMNI+ C<sup>2</sup> meter has no restrictions on sustained flow rates within its continuous range. The floating ball measurement technology allows installation in any orientation and flows up to maximum rated capacity without undue wear or accuracy degradation.

## Construction

The OMNI+ C<sup>2</sup> meter consists of two basic assemblies; the maincase and the measuring chamber. The measuring chamber assembly includes the "floating ball" impeller with a coated titanium shaft, hybrid axial bearings, integral flow straightener and an all electronic programmable register with protective bonnet. The maincase is made from industry proven Ductile Iron with an approved NSF epoxy coating. Maincase features are; easily removable measuring chamber, unique chamber seal to the maincase using a high pressure o-ring, testing port and an AWWA compliant strainer.

## OMNI+ Electronic Register

The OMNI+ electronic register is hermetically sealed with an electronic pickup containing no mechanical gearing. The OMNI+ register features a programmable totalizer registration, an optional digital pulse signal, AMI/ AMR reading digits, and a resettable test totalizer. The large, easy-to-read LCD also displays both forward and reverse flow directions. The OMNI+ tamper-proof security cover can be positioned in any of 270 degrees of rotation, with indexing points at each of the 90-degree customary register viewing positions.

## Magnetic Drive

Meter registration is achieved by utilizing a fully magnetic pickup system. This is accomplished by the magnetic actions of the embedded rotor magnets and the ultra sensitive register pickup probe. The only moving component in water is the "floating ball" impeller.

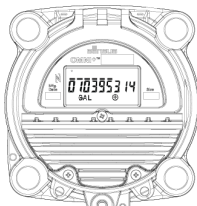
## Measuring Element

The hydro-dynamically balanced impeller floats between the bearings. The Floating Ball Technology (FBT) allows the measuring element to operate virtually without friction or wear, thus creating the extended upper and lower flow ranges capable on only the OMNI+ C<sup>2</sup> meter.

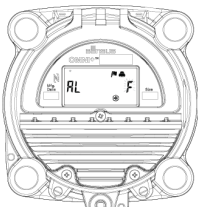
## OMNI™+ REGISTER DISPLAY



Segment Test View



Totalizer View



Notification View



Flow Rate View

## Conformance to Standards

The OMNI+ C<sup>2</sup> meter meets and far exceeds the most recent revision of AWWA Standard C701 and C702 class II. Additionally, the meter does not require a valve to meet these standards. Each meter is performance tested to ensure compliance. All OMNI meters are NSF/ANSI Standard 61, Annex F and G approved latest standards.

# OMNI+ Compound (C<sup>2</sup>) Water Meter

1-1/2", 2", 3", 4", 6", 8" and 10"

## Strainer

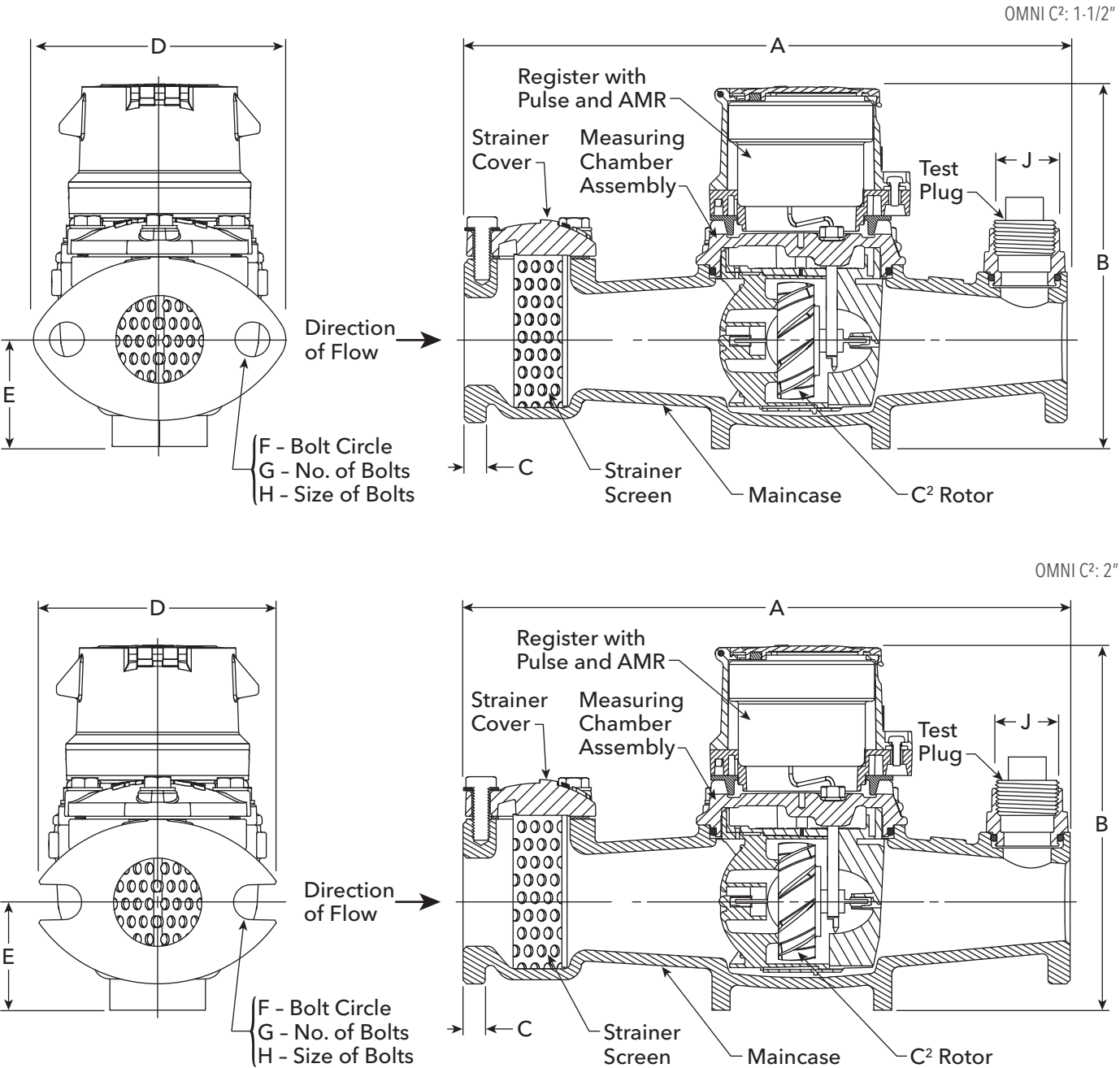
The OMNI+ C<sup>2</sup> with the AWWA compliant "V" shaped strainer uses a stainless steel screen along with Floating Ball Technology (FBT). This creates a design that greatly improves accuracy, even in difficult settings. A removable strainer cover permits easy access to the screen for routine maintenance.

## AMR/AMI Systems

Meters and Electronic Registers are compatible with current Sensus AMR/AMI systems and other AMI communication systems that use the Sensus UI1203 protocol.

## Maintenance

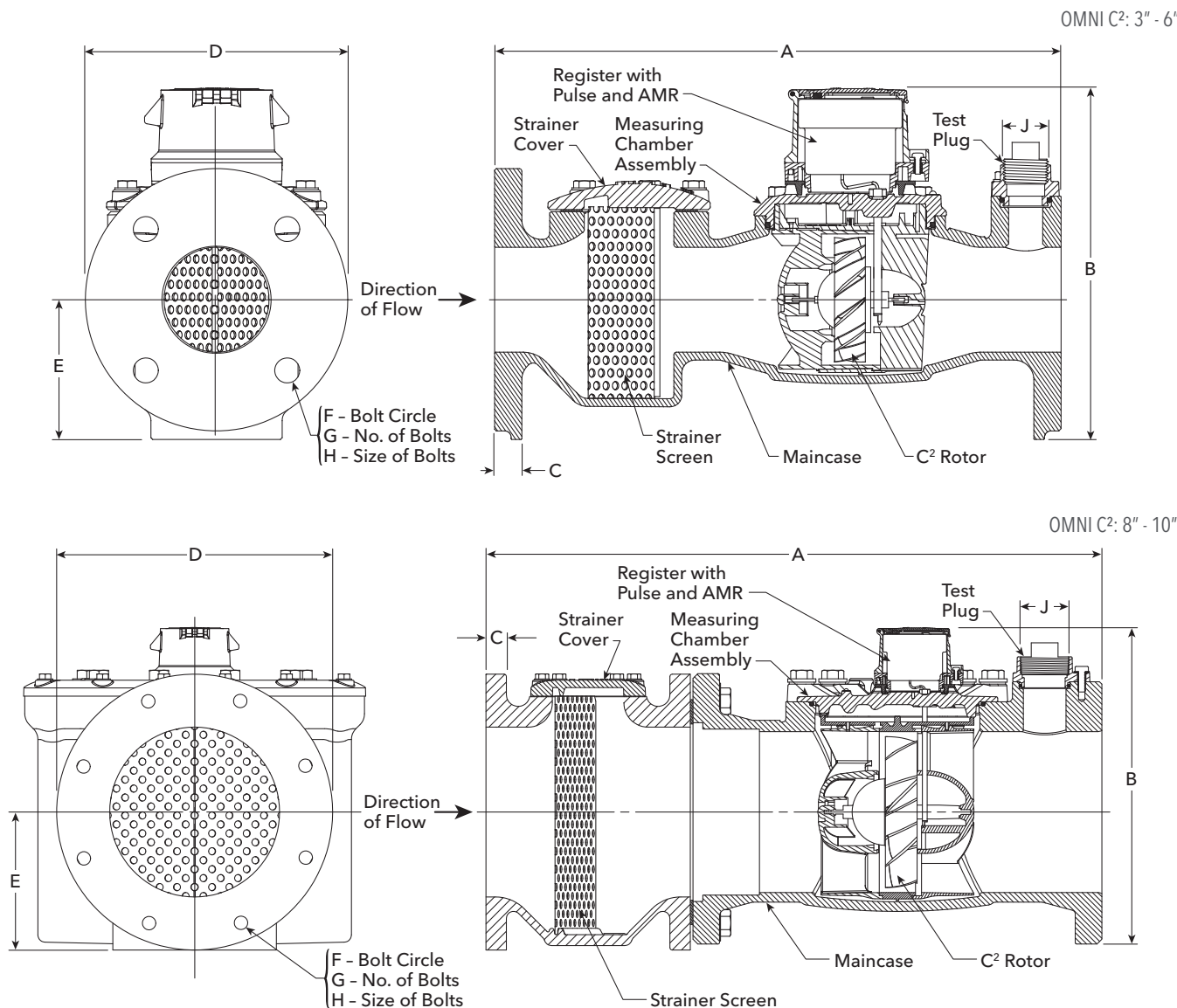
The OMNI+ C<sup>2</sup> meter is designed for easy maintenance. Should any maintenance be required, the measuring chamber and/or strainer cover can be removed independently. Replacement parts or complete measuring chambers are available for repairs. OMNI+ C<sup>2</sup> replacement measuring chambers may also be utilized to upgrade some third-party meters to achieve increased accuracy and extended service life.





# OMNI+ Compound (C<sup>2</sup>) Water Meter

1-1/2", 2", 3", 4", 6", 8" and 10"



## DIMENSIONS AND NET WEIGHTS

Meter and Pipe Size	Normal Operating Range		Connections	A	B	C	D	E	F	G	H	J	Net Weight	Shipping Weight
1-1/2" DN 40mm	.5 gpm .11 m <sup>3</sup> /hr	200 gpm 45 m <sup>3</sup> /hr	Flanged	13" 330mm	7-7/8" 200mm	15/16" 24mm	5-7/16" 138mm	2-5/16" 59mm	4" 102mm	2	5/8" 16mm	1" 25mm	18.8 lbs. 8.53 kg.	22.5 lbs. 10.20 kg.
2" DN 50mm	.5 gpm .11 m <sup>3</sup> /hr	200 gpm 45 m <sup>3</sup> /hr	Flanged	15-1/4" 387mm	7-7/8" 200mm	1" 25mm	5-3/4" 146mm	2-5/16" 59mm	4-1/2" 114mm	2	3/4" 19mm	1" 25mm	25.4 lbs. 11.5 kg.	32.5 lbs. 14.74 kg.
3" DN 80mm	1 gpm .23 m <sup>3</sup> /hr	500 gpm 114 m <sup>3</sup> /hr	Flanged	17" 432mm	8-3/4" 225mm	3/4" 19mm	7-7/8" 200mm	4-1/8" 105mm	6" 152mm	4	5/8" 16mm	1" 25mm	45 lbs. 20.41 kg.	48.0 lbs. 21.8 kg.
4" DN 100mm	1.5 gpm .34 m <sup>3</sup> /hr	1000 gpm 227 m <sup>3</sup> /hr	Flanged	20" 508mm	11-3/16" 284mm	15/16" 24mm	9-1/8" 232mm	4-3/4" 121mm	7-1/2" 191mm	8	5/8" 16mm	1-1/2" 38mm	64.9 lbs. 29.44 kg.	72.8 lbs. 33.02 kg.
6" DN 150mm	3 gpm .68 m <sup>3</sup> /hr	2000 gpm 454 m <sup>3</sup> /hr	Flanged	24" 610mm	13-1/4" 337mm	15/16" 24mm	11" 279mm	5-3/4" 146mm	9-1/2" 241mm	8	3/4" 19mm	1-1/2" 38mm	130 lbs. 59.0 kg.	155 lbs. 70.3 kg.
8" DN 200mm	4 gpm .91 m <sup>3</sup> /hr	2700 gpm 614 m <sup>3</sup> /hr	Flanged	30-1/8" 765mm	15" 381mm	11/16" 17mm	13-1/2" 343mm	6-3/4" 172mm	11-3/4" 298mm	8	3/4" 19mm	2" 51mm	471 lbs. 214 kg.	521 lbs. 236 kg.
10" DN 250mm	5 gpm 1.1 m <sup>3</sup> /hr	4000 gpm 908 m <sup>3</sup> /hr	Flanged	41-1/8" 1045mm	19" 483mm	11/16" 17mm	16" 406mm	8-1/2" 216mm	14-1/4" 362mm	12	7/8" 22mm	2" 51mm	685 lbs. 311 kg.	745 lbs. 338 kg.

# OMNI+ Compound (C<sup>2</sup>) Water Meter

**1-1/2", 2", 3", 4", 6", 8" and 10"**

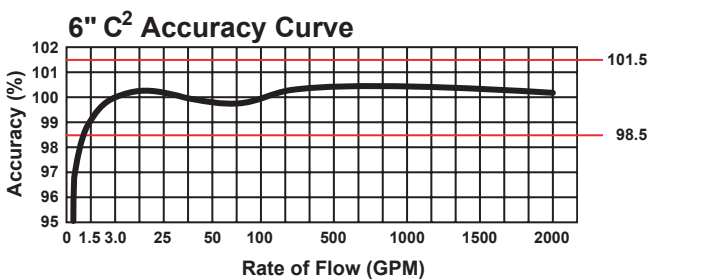
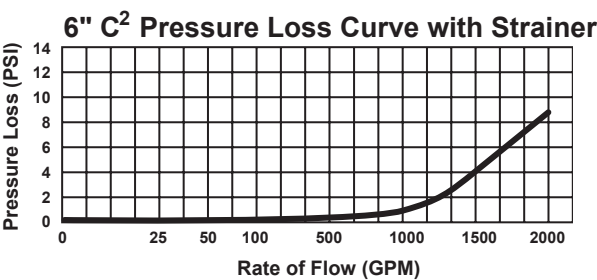
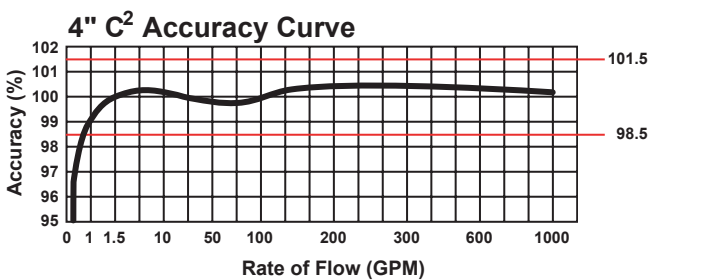
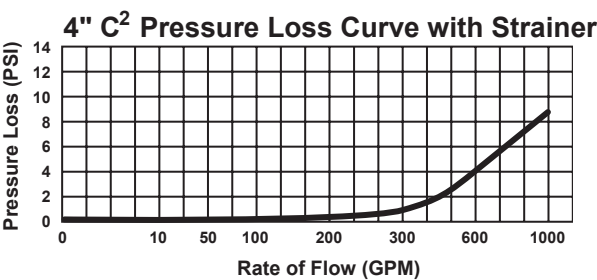
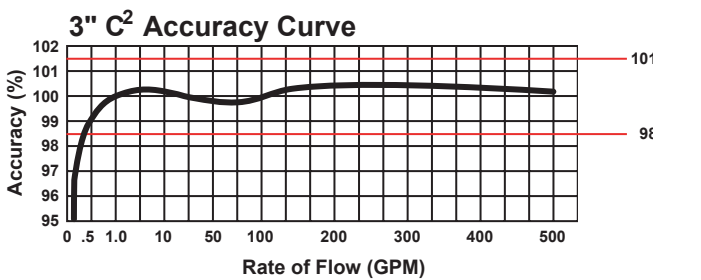
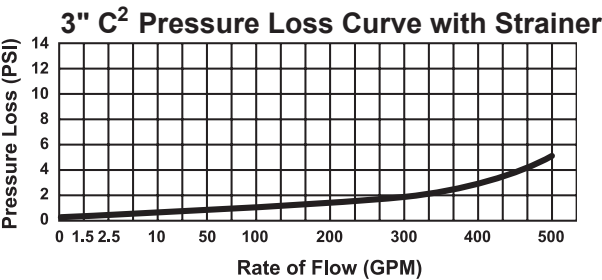
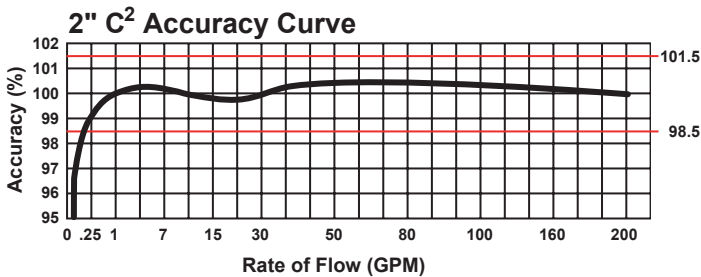
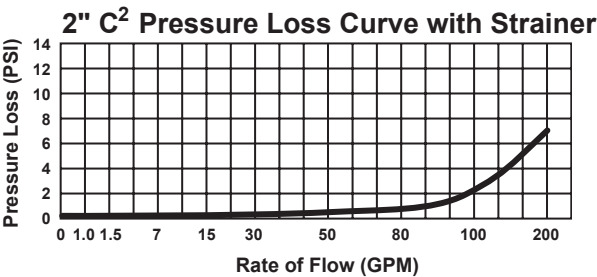
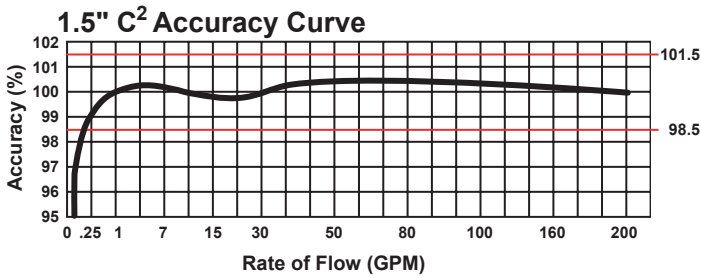
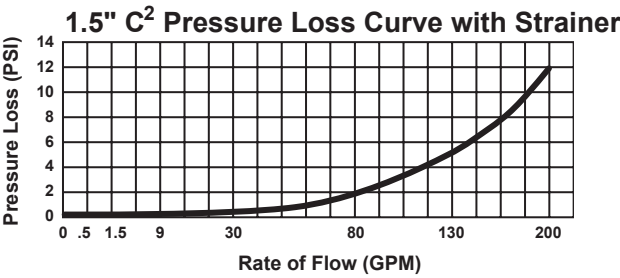
## SPECIFICATIONS

Service	Measurement of potable and reclaim water. Storage temperature: -22F (-30C) to 155F (68.3C)		Operating temperatures: Air: -22F (-30C) to 150F (65.6C) Water: 33F (0.6C) to 80F (26.7C)	
Operating Range (100% ± 1.5%)	1-1/2": 0.5 – 200 GPM (0.11 - 45 m3/hr) 2": 0.5 – 200 GPM (0.11 - 45 m3/hr) 3": 1.0 – 500 GPM (0.23 - 114 m3/hr) 4": 1.5 – 1000 GPM (0.34 - 227 m3/hr)		6": 3 – 2000 GPM (0.68 - 454 m3/hr) 8": 4 – 2700 GPM (0.91 - 614 m3/hr) 10": 5 – 4000 GPM (1.1 - 908 m3/hr)	
Low flow (95% – 101.5%)	1-1/2": 0.25 GPM (.06 m3/hr) 2": 0.25 GPM (.06 m3/hr) 3": 0.5 GPM (0.11 m3/hr) 4": 0.75 GPM (0.17 m3/hr)		6": 1.5 GPM (0.34 m3/hr) 8": 2.5 GPM (0.57 m3/hr) 10": 3.5 GPM (0.8 m3/hr)	
Maximum Continuous Operation	1-1/2": 160 GPM (36 m3/hr) 2": 160 GPM (36 m3/hr) 3": 400 GPM (91 m3/hr) 4": 800 GPM (182 m3/hr)		6": 1600 GPM (363 m3/hr) 8": 2700 GPM (614 m3/hr) 10": 4000 GPM (908 m3/hr)	
Maximum Intermittent Operation	1-1/2": 200 GPM (45 m3/hr) 2": 200 GPM (45 m3/hr) 3": 500 GPM (114 m3/hr) 4": 1000 GPM (227 m3/hr)		6": 2000 GPM (454 m3/hr) 8": 3400 GPM (773 m3/hr) 10": 5000 GPM (1136 m3/hr)	
Pressure Loss	1-1/2": 6.9 psi @ 160 GPM (0.48 bar @ 36 m3/hr) 2": 4.3 psi @ 160 GPM (0.30 bar @ 36 m3/hr) 3": 3.2 psi @ 400 GPM (0.22 bar @ 91 m3/hr) 4": 6.4 psi @ 800 GPM (0.44 bar @ 182 m3/hr)		6": 5.5 psi @ 1600 GPM (0.38 bar @ 363 m3/hr) 8": 4 psi @ 2700 GPM (0.28 bar @ 614 m3/hr) 10": 4.5 psi @ 4000 GPM (0.31 bar @ 908 m3/hr)	
Maximum Operating Pressure	200 PSI (13.8 bar)			
Flange Connections	U.S. ANSI B16.1 / AWWA Class 125			
Test Ports	NPT			
Register	Fully electronic sealed register with programmable registration (Gal. /Cu.Ft./ Cu. Mtr. / Imp. Gal. / Acre Ft.)		Programmable AMR/AMI reading and pulse outputs Guaranteed 10-year battery life	
NSF Approved Materials	Maincase: Measuring Chamber: Rotor "Floating Ball": Radial Bearings: Thrust Bearings:	Coated Ductile Iron Thermoplastic Thermoplastic Hybrid Thermoplastic Sapphire/Ceramic Jewel	Magnets: Strainer Screen: Strainer Cover: Test Plug:	Ceramic Stainless Steel Coated Ductile Iron Stainless Steel

# OMNI+ Compound (C<sup>2</sup>) Water Meter

1-1/2", 2", 3", 4", 6", 8" and 10"

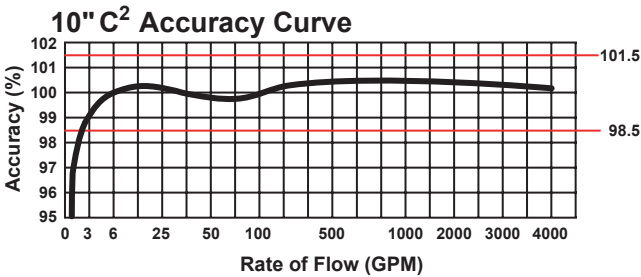
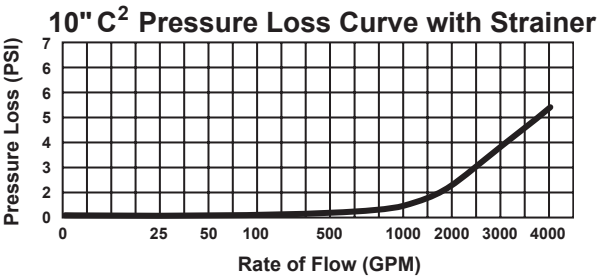
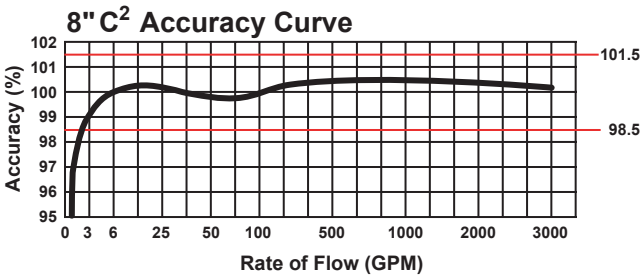
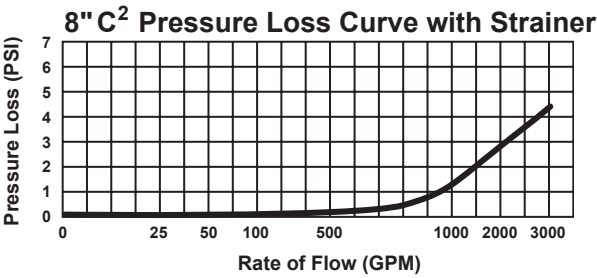
## Headloss Curves



# OMNI+ Compound (C<sup>2</sup>) Water Meter

## 1-1/2", 2", 3", 4", 6", 8" and 10"

### Headloss Curves



# Sensus Limited Warranty

G-500 R26

**1. General Product Coverage.** Unless otherwise provided herein, Sensus USA Inc. ("Sensus") warrants its products and parts to be free from defects in material and workmanship for one (1) year from the date of Sensus shipment and as set forth below. All products are sold to customer ("Customer") pursuant to Sensus' Terms of Sale, available at: [sensus.com/TC](https://sensus.com/TC) ("Terms of Sale").

**2. SR II® and accuSTREAM™ 5/8", 3/4" & 1" Meters** are warranted to perform to new meter accuracy level set forth in the SR II and accuSTREAM Data Sheets available at [sensus.com](https://sensus.com) for five (5) years from the date of Sensus shipment or until the registration shown below, whichever occurs first. Sensus further warrants that the SR II and accuSTREAM meters will perform to at least AWWA Repaired Meter Accuracy Standards for fifteen (15) years from the date of Sensus shipment or until the registration shown below, whichever occurs first:

	New Meter Accuracy	Repair Meter Accuracy
5/8" SR II Meter and accuSTREAM Meter	500,000 gallons	1,500,000 gallons
3/4" SR II Meter and accuSTREAM Meter	750,000 gallons	2,250,000 gallons
1" SR II Meter and accuSTREAM Meter	1,000,000 gallons	3,000,000 gallons

**3. ally® Meters** that register water flow are warranted to perform to the accuracy level set forth in the ally Data Sheet available at [sensus.com](https://sensus.com) for fifteen (15) years from the Date of Installation, but no longer than sixteen (16) years from date of manufacture, not including the meter's sensors, valve, and gear motor, which are warranted under different terms described below. As used herein, "Date of Installation" means the date after which the ally Meter has been out of empty pipe for seven (7) consecutive days, as those days are measured by the ally Meter and stored in the meter's nonvolatile memory.

**4. iPERL® Meters** that register water flow are warranted to perform to the accuracy levels set forth in the iPERL Data Sheet available at [sensus.com](https://sensus.com) for twenty (20) years from the date of Sensus shipment. The iPERL System Component warranty does not include the external housing.

**5. SR II maincases** are warranted to be free from defects in material and workmanship for twenty-five (25) years from the date of Sensus shipment. accuSTREAM maincases will be free from defects in material and workmanship for fifteen (15) years from the date of Sensus shipment.

**6. Sensus OMNI™, OMNI+ Meters and Propeller Meters** are warranted to perform to as set forth in OMNI and Propeller data sheets for eighteen (18) months from the date of Sensus shipment.

**7. Sensus accuMAG™ and Hydroverse™ Meters** are warranted to be free from defects in material and workmanship, under normal use and service, for 18 months from the date of Sensus shipment or 12 months from startup, whichever occurs first.

**8. Sensus Registers** are warranted to be free from defects in material and workmanship from the date of Sensus shipment for the periods stated below or until the applicable registration for AWWA Repaired Meter Accuracy Standards, as set forth above, are surpassed, whichever occurs first:

5/8" thru 2" SR II, accuSTREAM Standard Registers	25 years
5/8" thru 2" SR II, accuSTREAM Encoder Registers	10 years
All HSPU, IMP Contactor, R.E.R. Elec. ROFI	1 year
Standard and Encoder Registers for Propeller Meters	1 year
OMNI and OMNI+ Registers with Battery	10 years

**9. Sensus Electric and Gas Meters** are warranted pursuant to the General Limited Warranty available at [sensus.com/TC](https://sensus.com/TC).

**10. Batteries, iPERL System Components, AMR and FlexNet® Communication Network AMI Interface Devices** are warranted to be free from defects in material and workmanship from the date of Sensus shipment for the period stated below:

Electronic TouchPad	10 years
Act-Pak® Remote Monitoring Instruments	1 year
Gas SmartPoint® Modules and Batteries	20 years <sup>1</sup>
7500 series Hand-Held Device	2 years
Vehicle Gateway Base Station (VGB) and other AMR Equipment	1 year
EasyLink Reader	1 Year
CPTP100	20 Years <sup>2</sup>
FlexNet Base Station (including the R100NA and M400 products)	1 year
RM4160	1 Year
iPERL System Battery and iPERL System Components	20 years <sup>3</sup>
Sensus® Electronic Register+™	20 years <sup>4</sup>
Sensus® Smart Gateway Sensor Interface	1 year <sup>5</sup>
SmartPoint® 510M/520M/515M/512M Modules and Batteries	20 years <sup>3</sup>

**11. ally® Meter Batteries and Components, including SmartPoint 510M/520M Modules** are warranted to be free from defects in material and workmanship from the Date of Installation, as defined in Section 3, for the period stated below:

Batteries	15 years <sup>6</sup>
Sensors	5 years
Valve & Gear Motor	5 years <sup>7</sup>
SmartPoint 510M/520M Modules and Batteries in service w/ally	15 years <sup>6</sup>

<sup>1</sup> Sensus will repair or replace non-performing Gas SmartPoint Modules (configured to the factory setting of six transmissions per day under normal system operation of up to one demand read to each SmartPoint Module per month and up to five firmware downloads during the life of the product) and batteries.

<sup>2</sup> Sensus will repair or replace non-performing CPTP100 modules (configured at factory setting of four transmissions per day under normal system operations of up to one demand read per month and up to five firmware downloads during the life of the product) and batteries.

<sup>3</sup> Sensus will repair or replace non-performing:

- iPERL System Batteries, and/or the iPERL System flowtube, the flow sensing and data processing assemblies, and the register ("iPERL System Components") with hourly reads manufactured after April 2018,

- SmartPoint 510M/520M/515M/512M-PLS/522M Modules manufactured after April 2018 (configured to the factory setting of six transmissions per day under normal system operation of up to one demand read to each SmartPoint Module per month and up to five firmware downloads during the life of the product) and batteries, unless the SmartPoint 510M/520M/522M Module is ever paired with an ally Meter, which immediately amends the warranty terms to those described in Section 11;

at no cost for the first fifteen (15) years from the date of Sensus shipment, and for the remaining five (5) years at a prorated percentage, applied towards the published list price in effect for the year the product is accepted by Sensus under the warranty conditions according to the following schedule:

Years	Replacement Price	Years	Replacement Price
1 – 15	0%	19	60%
16	30%	20	70%
17	40%	>20	100%
18	50%		

<sup>4</sup> Sensus will repair or replace non-performing Sensus Electronic Register+ with hourly reads for the first ten (10) years from the date of Sensus shipment, and for the remaining ten (10) years, at a prorated percentage, applied towards the published list prices in effect for the year product is accepted by Sensus under warranty conditions according to the following schedule:

Years	Replacement Price	Years	Replacement Price
1 – 10	0%	16	55%
11	30%	17	60%
12	35%	18	65%
13	40%	19	70%
14	45%	20	75%
15	50%	>20	100%

<sup>5</sup> Sensus® Smart Gateway Sensor Interface warranty valid only for analog Meter Sample Rates of four times per hour with a Standard Transmitt Rate of hourly or greater for the analog channel(s).

<sup>6</sup> If applicable, any SmartPoint 510M/520M Modules ever paired with an ally Meter are warranted with the following limitations:

- When configured to the default installation setting of six transmissions of metrology and pressure per day and one update of temperature per day, the SmartPoint is warranted to perform up to five (5) firmware upgrades for the SmartPoint Module and up to five (5) firmware upgrades for the ally Meter;
- 2500 Operational Commands, where "Operational Commands" include on demand reads (such as consumption, pressure, temperature), an ally valve command, or a configuration command; and
- 15 Diagnostic Commands, which includes two-way communications tests and installations

for the first ten (10) years from Date of Installation at no cost. For the remaining five (5) years, Customer will pay the reduced Replacement Price of the then-current list price in effect at the time the product is accepted for return in accordance with the following schedule:

Years	Replacement Price	Years	Replacement Price
1 – 10	0%	14	65%
11	35%	15	75%
12	45%	>15	100%
13	55%		

<sup>7</sup> Notwithstanding the foregoing, valve and gear motor components of ally Meters are not warranted beyond two thousand (2000) Valve State Operations, even if the warranty period provided herein has not yet expired. As used herein, "Valve State Operations" means adjustments of the Meter to open, close, or reduce flow.



**12. iPERL and ally Connectors and Cables** are warranted to be free from defects in materials and workmanship, under normal use and service, for ten (10) years from the date of Sensus shipment. Nicor or Itron connectors included with a Sensus product are warranted according to the terms for Third-Party Devices in Section 13.

**13. Third-Party Devices** are warranted to be free from defects in materials and workmanship, under normal use and service, for one (1) year from the date of Sensus shipment. As used in this Sensus Limited Warranty, "Third Party Devices" means any product, device, or component part used with a Sensus product that is manufactured or sold by any party that is not Sensus. Failure of a Third Party Device which subsequently causes failure to a Sensus device shall be the responsibility of the manufacturer of the Third Party Device.

**14. Software.** Software supplied and/or licensed by Sensus is supported according to the terms of the applicable software license or usage agreement. Sensus warrants that any network and monitoring services shall be performed in a professional and workmanlike manner.

**15. Return.** Sensus' obligation, and Customer's exclusive remedy, under this Sensus Limited Warranty is, at Sensus' option, to either (i) repair or replace the product, provided the Customer (a) returns the product to the location designated by Sensus within the warranty period; and (b) prepays the freight costs both to and from such location; or (ii) deliver replacement components to the Customer, provided the Customer installs, at its cost, such components in or on the product (as instructed by Sensus), provided, that if Sensus requests, the Customer (a) returns the product to the location designated by Sensus within the warranty period; and (b) prepays the freight costs both to and from such location. In all cases, if Customer does not return the product within the time period designated by Sensus, Sensus will invoice, and Customer will pay within thirty days of the invoice date, for the cost of the replacement product and/or components.

The return of products for warranty claims must follow Sensus' Returned Materials Authorization (RMA) procedures. Water meter returns must include documentation of the Customer's test results. Test results must be obtained according to AWWA standards and must specify the meter serial number. The test results will not be valid if the meter is found to contain foreign materials. If Customer chooses not to test a Sensus water meter prior to returning it to Sensus, Sensus will repair or replace the meter, at Sensus' option, after the meter has been tested by Sensus. The Customer will be charged Sensus' then current testing fee. All product must be returned in accordance with the RMA process. For all returns, Sensus reserves the right to request meter reading records by serial number to validate warranty claims.

For products that have become discontinued or obsolete ("Obsolete Product"), Sensus may, at its discretion, replace such Obsolete Product with a different product model ("New Product"), provided that the New Product has substantially similar features as the Obsolete Product. The New Product shall be warranted as set forth in this Sensus Limited Warranty.

THIS SECTION 15 SETS FORTH CUSTOMER'S SOLE REMEDY FOR THE FAILURE OF THE PRODUCTS, SERVICES OR LICENSED SOFTWARE TO CONFORM TO THEIR RESPECTIVE WARRANTIES.

**16. Warranty Exceptions and No Implied Warranties.** This Sensus Limited Warranty does not include costs for removal or installation of products, or costs for replacement labor or materials, which are the responsibility of the Customer. The warranties in this Sensus Limited Warranty do not apply to and Sensus has no liability for goods that have been: installed improperly or in non-recommended installations; installed to a socket that is not functional, or is not in safe operating condition, or is damaged, or is in need of repair; tampered with; modified or repaired with parts or assemblies not certified in writing by Sensus, including without limitation, communication parts and assemblies; improperly modified or repaired (including as a result of modifications required by Sensus); converted; altered; damaged; read by equipment not approved by Sensus; for water meters, used with substances other than water, used with non-potable water, or used with water that contains dirt, debris, deposits, or other impurities; subjected to misuse, improper storage, improper care, improper maintenance, or improper periodic testing (collectively, "Exceptions"). If Sensus identifies any Exceptions during examination, troubleshooting or performing any type of support on behalf of Customer, then Customer shall pay for and/or reimburse Sensus for all expenses incurred by Sensus in examining, troubleshooting, performing support activities, repairing or replacing any Equipment that satisfies any of the Exceptions defined above. The above warranties do not apply in the event of Force Majeure, as defined in the Terms of Sale.

THE WARRANTIES SET FORTH IN THIS SENSUS LIMITED WARRANTY ARE THE ONLY WARRANTIES GIVEN WITH RESPECT TO THE GOODS, SOFTWARE, SOFTWARE LICENSES AND SERVICES SOLD OR OTHERWISE PROVIDED BY SENSUS. SENSUS EXPRESSLY DISCLAIMS ANY AND ALL OTHER REPRESENTATIONS, WARRANTIES, CONDITIONS, EXPRESSED, IMPLIED, STATUTORY OR OTHERWISE, REGARDING ANY MATTER IN CONNECTION WITH THIS SENSUS LIMITED WARRANTY OR WITH THE TERMS OF SALE, INCLUDING WITHOUT LIMITATION, WARRANTIES AS TO FITNESS FOR A PARTICULAR PURPOSE, MERCHANTABILITY, NON-INFRINGEMENT AND TITLE.

SENSUS ASSUMES NO LIABILITY FOR COSTS OR EXPENSES ASSOCIATED WITH LOST REVENUE OR WITH THE REMOVAL OR INSTALLATION OF EQUIPMENT. THE FOREGOING REMEDIES ARE CUSTOMER'S SOLE AND EXCLUSIVE REMEDIES FOR THE FAILURE OF EQUIPMENT, LICENSED SOFTWARE OR SOFTWARE SERVICES, AND OTHER SERVICES TO CONFORM TO THEIR RESPECTIVE WARRANTIES.

**17. Limitation of Liability.** SENSUS' AGGREGATE LIABILITY IN ANY AND ALL CAUSES OF ACTION ARISING UNDER, OUT OF OR IN RELATION TO THIS AGREEMENT, ITS NEGOTIATION, PERFORMANCE, BREACH OR TERMINATION (COLLECTIVELY "CAUSES OF ACTION") SHALL NOT EXCEED THE TOTAL AMOUNT PAID BY CUSTOMER TO SENSUS UNDER THIS AGREEMENT. THIS IS SO

WHETHER THE CAUSES OF ACTION ARE IN TORT, INCLUDING, WITHOUT LIMITATION, NEGLIGENCE OR STRICT LIABILITY, IN CONTRACT, UNDER STATUTE OR OTHERWISE.

AS A SEPARATE AND INDEPENDENT LIMITATION ON LIABILITY, SENSUS' LIABILITY SHALL BE LIMITED TO DIRECT DAMAGES. SENSUS SHALL NOT BE LIABLE FOR: (I) ANY INDIRECT, INCIDENTAL, SPECIAL OR CONSEQUENTIAL DAMAGES; NOR (II) ANY REVENUE OR PROFITS LOST BY CUSTOMER OR ITS AFFILIATES FROM ANY END USER(S), IRRESPECTIVE OF WHETHER SUCH LOST REVENUE OR PROFITS IS CATEGORIZED AS DIRECT DAMAGES OR OTHERWISE; NOR (III) ANY IN/OUT COSTS; NOR (IV) MANUAL METER READ COSTS AND EXPENSES; NOR (V) DAMAGES ARISING FROM MAINCASE OR BOTTOM PLATE BREAKAGE CAUSED BY FREEZING TEMPERATURES, WATER HAMMER CONDITIONS, OR EXCESSIVE WATER PRESSURE. "IN/OUT COSTS" MEANS ANY COSTS AND EXPENSES INCURRED BY CUSTOMER IN TRANSPORTING GOODS BETWEEN ITS WAREHOUSE AND ITS END USER'S PREMISES AND ANY COSTS AND EXPENSES INCURRED BY CUSTOMER IN INSTALLING, UNINSTALLING AND REMOVING GOODS. "END USER" MEANS ANY END USER OF ELECTRICITY/WATER/GAS THAT PAYS CUSTOMER FOR THE CONSUMPTION OF ELECTRICITY/WATER/GAS, AS APPLICABLE.

The limitations on liability set forth in this Agreement are fundamental inducements to Sensus entering into this Agreement. They apply unconditionally and in all respects. They are to be interpreted broadly so as to give Sensus the maximum protection permitted under law.