



**Aqua-Metric Sales Company**  
16914 Alamo Parkway, Building 2  
Selma, Texas 78154  
Phone: (210) 967-6300  
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**Primary Contact**  
Gary Ragusa  
Southeast Territory Manager  
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**Proposal Response Contact**  
Kristy Segarra  
Manager, Bids and Proposals  
Phone: (210) 967-6300  
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**Sensus Contact**  
Jon Tyson  
Account Development Manager  
Phone: (919) 428-4649  
Email: jon.tyson@xyleminc.com

**Bid Number: 50-00130125**

**Two Year Contract for the Supply of  
Residential Water Meters and Assemblies  
for the Jefferson Parish Department of  
Engineering**

Due: Thursday, April 23, 2020 at 2:00 PM

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



April 23, 2020

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

RE: Bid No.: 50-00130125; Residential Water Meters and Assemblies

Dear Ms. Evans,

Thirkettle Corporation dba Aqua-Metric Sales Company is pleased to propose our water meter solution to Jefferson Parish for Bid Number 50-0130125, Two Year Contract for the Supply of Residential Water Meters and Assemblies for the Jefferson Parish Department of Engineering, due April 23, 2020.

Thirkettle Corporation has been involved in over one-hundred-and-eighty AMR/AMI system deployments, sized from 300 to more than 100,000 meters, and served the utility sector in multiple states for over twenty-five years. Our all-inclusive, turnkey approach makes us unique to the industry and our customers, whom we view as partners. The enclosed proposal provides Sensus' revolutionary residential metrology capable of both manual readings and integrating into Jefferson Parish's current and future electronic reading system of choice.

We understand additional options are being evaluated by Jefferson Parish, but rest assured, when a Utility chooses partnership with Aqua-Metric and Sensus they are receiving proven technology with best-in-class service that does not have an expiration date. We will not disappoint you, and your decision to partner with us will not be regretted. We appreciate the opportunity and thank you in advance for your time and thoughtful consideration.

Sincerely,

Kristy Segarra  
Manager, Bids & Proposals  
Aqua-Metric Sales Company  
Phone: (210) 967-6300  
Email: [kristy.segarra@aqua-metric.com](mailto:kristy.segarra@aqua-metric.com)

**All Public Work Projects are required to use the Louisiana Uniform Public Work Bid Form**

All prices must be held firm unless an escalation provision is requested in this bid. Jefferson Parish will allow one escalation during the term of the contract, which may not exceed the U.S. Bureau of Labor Statistics National Index for all Urban Consumers, unadjusted 12 month figure. The most recently published figure issued at the time an adjustment is requested will be used. A request must be made in writing by the vendor, and the escalation will only be applied to purchases made after the request is made.

Are you requesting an escalation provision?

YES \_\_\_\_\_ NO X \_\_\_\_\_

MAXIMUM ESCALATION PERCENTAGE REQUESTED N/A %

INITIAL BID PRICES WILL REMAIN FIRM THROUGH THE DATE OF April 2022

For the purposes of comparison of bids when an escalation provision is requested, Jefferson Parish will apply the maximum escalation percentage quoted by the bidder to the period to which it is applied in the bid. The initial price and the escalation will be used to calculate the total bid price. It will be assumed, for comparison of prices only, that an equal amount of material or labor is purchased each month throughout the entire contract.

**DELIVERY: FOB JEFFERSON PARISH**

INDICATE DELIVERY DATE ON EQUIPMENT AND SUPPLIES

Stock Items: 5 Business Days

Non-Stock Items: 6 Weeks EST.

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

62904; Exp: 03/01/2021

**THIS SECTION MUST BE COMPLETED BY BIDDER:**

FIRM NAME: Thirkettle Corporation dba Aqua-Metric Sales Company

ADDRESS: 16914 Alamo Parkway, Building 2

CITY, STATE: Selma, Texas ZIP: 78154

TELEPHONE: ( 210 )967-6300 FAX: ( 210 )967-6305

EMAIL ADDRESS: Bid: Kristy.Segarra@aqua-metric.com; Sales: Gary.Ragusa@aqua-metric.com

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 as indicated. Failure to acknowledge any addendum on the bid form will result in bid rejection.

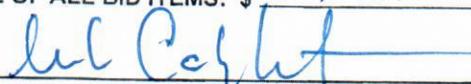
Acknowledge Receipt of Addenda: NUMBER: 1; Dated: March 24, 2020

NUMBER: \_\_\_\_\_

NUMBER: \_\_\_\_\_

NUMBER: \_\_\_\_\_

TOTAL PRICE OF ALL BID ITEMS: \$ 403,248.00

AUTHORIZED SIGNATURE: 

Michael Cartwright

Printed Name

TITLE: Operations Manager

SIGNING INDICATES YOU HAVE READ AND COMPLY WITH THE INSTRUCTIONS AND CONDITIONS.

**NOTE: All bids should be returned with the BID NUMBER and BID OPENING DATE indicated on the outside of the envelope submitted to the Purchasing Department.**

INVITATION TO BID FROM JEFFERSON PARISH - continued

BID NO.: 50-00130125

SEALED BID

ITEM NUMBER	QUANTITY	U/M	DESCRIPTION OF ARTICLES	UNIT PRICE QUOTED	TOTALS
1	3,000.00	EA	TWO (2) YEAR CONTRACT FOR THE SUPPLY OF RESIDENTIAL WATER METERS AND ASSEMBLIES FOR THE JEFFERSON PARISH DEPARTMENT OF ENGINEERING.  0010 5/8 INCH X 3/4 INCH POSITIVE DISPLACEMENT WATER METER RATED AT 25 GPM	\$87.00	\$261,000.00
2	500.00	EA	TYPICAL OPERATING RANGE - GROUP 1 TWO (2) YEAR CONTRACT FOR THE SUPPLY OF RESIDENTIAL WATER METERS AND ASSEMBLIES FOR THE JEFFERSON PARISH DEPARTMENT OF ENGINEERING  0020 1 INCH POSITIVE DISPLACEMENT WATER METER RATED AT 70 GPM TYPICAL OPERATING RANGE - GROUP 1	\$175.00	\$87,500.00
3	100.00	EA	0030 2 INCH TURBINE WATER METER RATED AT 310 GPM TYPICAL	\$547.48	\$54,748.00
4	1.00	EA	0040 12 INCH TURBINE WATER METER RATED AT 8800 GPM	No Bid	No Bid
<p>Note: Freight Allowed on Single Orders Exceeding \$10,000.00.                      Any Orders Less Than \$10,000 will Incur a 2.5% Increase to Cover Freight Charges.</p>					



Debt Disclosures

**(Choose A or B, if option A is indicated please include the required attachment):**

Choice A \_\_\_\_\_ Attached hereto is a list of all debts owed by the affiant to any elected or appointed official of the Parish of Jefferson, and any and all debts owed by any elected or appointed official of the Parish to the Affiant.

Choice B X \_\_\_\_\_ There are **NO** debts which would require disclosure under Choice A of this section.

Affiant further said:

That Affiant has employed no person, corporation, firm, association, or other organization, either directly or indirectly, to secure the public contract under which he received payment, other than persons regularly employed by the Affiant whose services in connection with the construction, alteration or demolition of the public building or project or in securing the public contract were in the regular course of their duties for Affiant; and

*[The remainder of this page is intentionally left blank.]*

That no part of the contract price received by Affiant was paid or will be paid to any person, corporation, firm, association, or other organization for soliciting the contract, other than the payment of their normal compensation to persons regularly employed by the Affiant whose services in connection with the construction, alteration or demolition of the public building or project were in the regular course of their duties for Affiant.

Michael Cartwright  
Signature of Affiant

Michael Cartwright  
Printed Name of Affiant

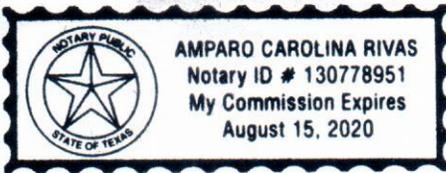
SWORN AND SUBSCRIBED TO BEFORE ME  
ON THE 17<sup>th</sup> DAY OF April, 2020.

Amparo Carolina Rivas  
Notary Public

Amparo Carolina Rivas  
Printed Name of Notary

130778951  
Notary/Bar Roll Number

My commission expires Aug. 15, 2020.



## Deviations from Specifications

Aqua-Metric would like to thank Jefferson Parish for allowing us the opportunity to present our Sensus water metering options as a part of the City's RFP for water meters. We believe our product exceeds the requirements outlined within the Utility's bid documents, but would like to offer the following clarifications to help the Utility better understand our proposed meters.

- 1) Instructions for Bidder and General Conditions, Item 13; Residential Water Meter Contract – General Specifications:
  - a) Aqua-Metric can offer no freight charges on individual orders exceeding \$10,000. Any orders less than \$10,000 will incur a 2.5% price increase to cover freight charges. This is due to the variables to consider when shipping different meter quantities of 5/8" x 3/4", 1" or 2" water meters, and the combination thereof.
- 2) Residential Water Meter Contract – Technical Specifications
  - a) Sensus water meters are equipped with LCD registers as detailed within the enclosed data sheets.
  - b) Meter guarantees vary with what is required within the RFP and are reflected within the enclosed Sensus Limited Warranty G-500 document.
- 3) Residential Water Meter Contract – Group 1. Positive Displacement Meters (Sizes 5/8" x 3/4" & 1")
  - a) Aqua-Metric is proposing the Sensus SR11 water meter, which is an oscillating piston positive displacement type meter.
  - b) The SR11's operating characteristics vary from what is described within the RFP and are reflected within the enclosed data sheets.
- 4) Residential Water Meter Contract – Group 2. Commercial Turbine Meters (Sizes 2" & 12")
  - a) Aqua-Metric is proposing the Sensus OMNI R2 meter, which utilizes floating ball technology to achieve superior metering accuracy.
  - b) The OMNI meter's guarantee varies from what is described within the RFP and is reflected within the enclosed Sensus Limited G-500 document.
  - c) The OMNI meter's operating characteristics vary from what is described within the RFP and are reflected within the enclosed data sheets.
- 5) Standard Insurance Requirements for Bidding Purposes
  - a) Page two reflects insurance requirements "For Construction and Renovation Projects". Aqua-Metric does not consider this contract to be for construction and/or renovation. Owner's Protective Liability and Builder's Risk Insurance are not included as additional endorsements within our insurance coverage for Jefferson Parish. If these endorsements are required, Aqua-Metric is able to provide for an additional cost.



THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

## BLANKET ADDITIONAL INSURED – PRIMARY AND NON-CONTRIBUTORY

This endorsement modifies insurance provided under the following:

### BUSINESS AUTO COVERAGE FORM

**A. The following is added to SECTION II – LIABILITY COVERAGE, Paragraph A.1. Who Is An Insured:**

**Additional Insured if Required by Contract**

If you agree in a written contract, written agreement or written permit that a person or organization be added as an additional “insured” under this Coverage Part, such person or organization is an “insured”; but only to the extent that such person or organization qualifies as an “insured” under paragraph **A.1.c.** of this Section.

If you agree in a written contract, written agreement or written permit that a person or organization be added as an additional “insured” under this Coverage Part, the most we will pay on behalf of such additional “insured” is the lesser of:

- (1) The Limits of Insurance for liability coverage specified in the written contract, written agreement or written permit; or
- (2) The Limits of Insurance for Liability Coverage shown in the Declarations applicable to this Coverage Part.

Such amount shall be part of and not in addition to the Limits of Insurance shown in the Declarations applicable to this Coverage Part. Regardless of the number of covered “autos”, “insureds”, premiums paid, claims made or vehicles involved in the “accident”, the most we will pay for the total of all damages and “covered pollution cost or expense” combined resulting from any one “accident” is the Limit of Insurance for Liability Coverage shown in the Declarations.

**B. The following is added to SECTION IV – BUSINESS AUTO CONDITIONS, Paragraph B. General Conditions, subparagraph 5. Other Insurance:**

**Primary and Non-Contributory**

If you agree in a written contract, written agreement or written permit that the insurance provided to a person or organization who qualifies as an additional “insured” under **SECTION II – LIABILITY COVERAGE, Paragraph A.1. Who Is An Insured, subparagraph Additional Insured if Required by Contract** is primary and non-contributory, the following applies:

The liability coverage provided by this Coverage Part is primary to any other insurance available to the additional “insured” as a Named Insured. We will not seek contribution from any other insurance available to the additional “insured” except:

- (1) For the sole negligence of the additional “insured”; or
- (2) For negligence arising out of the ownership, maintenance or use of any “auto” not owned by the additional “insured” or by you, unless that “auto” is a “trailer” connected to an “auto” owned by the additional “insured” or by you; or
- (3) When the additional “insured” is also an additional “insured” under another liability policy.

**C. This endorsement will apply only if the “accident” occurs:**

1. During the policy period;
2. Subsequent to the execution of the written contract or written agreement or the issuance of the written permit; and
3. Prior to the expiration of the period of time that the written contract, written agreement or written permit requires such insurance to be provided to the additional “insured”.

**D. Coverage provided to an additional “insured” will not be broader than coverage provided to any other “insured” under this Coverage Part.**

ALL OTHER TERMS, CONDITIONS, AND EXCLUSIONS REMAIN UNCHANGED.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

## COMMERCIAL GENERAL LIABILITY BROADENING ENDORSEMENT

This endorsement modifies insurance provided under the following:

### COMMERCIAL GENERAL LIABILITY COVERAGE PART

#### SUMMARY OF COVERAGES

1.	Additional Insured by Contract, Agreement or Permit	Included
2.	Additional Insured – Primary and Non-Contributory	Included
3.	Blanket Waiver of Subrogation	Included
4.	Bodily Injury Redefined	Included
5.	Broad Form Property Damage – Borrowed Equipment, Customers Goods & Use of Elevators	Included
6.	Knowledge of Occurrence	Included
7.	Liberalization Clause	Included
8.	Medical Payments – Extended Reporting Period	Included
9.	Newly Acquired or Formed Organizations - Covered until end of policy period	Included
10.	Non-owned Watercraft	51 ft.
11.	Supplementary Payments Increased Limits	
	- Bail Bonds	\$2,500
	- Loss of Earnings	\$1000
12.	Unintentional Failure to Disclose Hazards	Included
13.	Unintentional Failure to Notify	Included

This endorsement amends coverages provided under the Commercial General Liability Coverage Part through new coverages, higher limits and broader coverage grants.

#### 1. Additional Insured by Contract, Agreement or Permit

The following is added to **SECTION II – WHO IS AN INSURED:**

##### Additional Insured by Contract, Agreement or Permit

- a. Any person or organization with whom you agreed in a written contract, written agreement or permit that such person or organization to add an additional insured on your policy is an additional insured only with respect to liability for “bodily injury”, “property damage”, or “personal and advertising injury” caused, in whole or in part, by your acts or omissions, or the acts or omissions of those acting on your behalf, but only with respect to:

- (1) "Your work" for the additional insured(s) designated in the contract, agreement or permit;
- (2) Premises you own, rent, lease or occupy; or
- (3) Your maintenance, operation or use of equipment leased to you.
- b. The insurance afforded to such additional insured described above:
- (1) Only applies to the extent permitted by law; and
- (2) Will not be broader than the insurance which you are required by the contract, agreement or permit to provide for such additional insured.

- (3) Applies on a primary basis if that is required by the written contract, written agreement or permit.
  - (4) Will not be broader than coverage provided to any other insured.
  - (5) Does not apply if the "bodily injury", "property damage" or "personal and advertising injury" is otherwise excluded from coverage under this Coverage Part, including any endorsements thereto.
- c. This provision does not apply:
- (1) Unless the written contract or written agreement was executed or permit was issued prior to the "bodily injury", "property damage", or "personal injury and advertising injury".
  - (2) To any person or organization included as an insured by another endorsement issued by us and made part of this Coverage Part.
  - (3) To any lessor of equipment:
    - (a) After the equipment lease expires; or
    - (b) If the "bodily injury", "property damage", "personal and advertising injury" arises out of sole negligence of the lessor
  - (4) To any:
    - (a) Owners or other interests from. whom land has been leased which takes place after the lease for the land expires; or
    - (b) Managers or lessors of premises if:
      - (i) The occurrence takes place after you cease to be a tenant in that premises; or
      - (ii) The "bodily injury", "property damage", "personal injury" or "advertising injury" arises out of structural alterations, new construction or demolition operations performed by or on behalf of the manager or lessor.
  - (5) To "bodily injury", "property damage" or "personal and advertising injury" arising out of the rendering of or the failure to render any professional services.
- This exclusion applies even if the claims against any insured allege negligence or other wrongdoing in the supervision, hiring, employment, training or monitoring of others by that insured, if the "occurrence" which caused the "bodily injury" or "property damage" or the offense which caused the "personal and

advertising injury" involved the rendering of or failure to render any professional services by or for you.

- d. With respect to the insurance afforded to these additional insureds, the following is added to **SECTION III – LIMITS OF INSURANCE**:

The most we will pay on behalf of the additional insured for a covered claim is the lesser of the amount of insurance:

- 1. Required by the contract, agreement or permit described in Paragraph a.; or
- 2. Available under the applicable Limits of Insurance shown in the Declarations.

This endorsement shall not increase the applicable Limits of Insurance shown in the Declarations.

## 2. Additional Insured – Primary and Non-Contributory

The following is added to **SECTION IV – COMMERCIAL GENERAL LIABILITY CONDITIONS**, Paragraph 4. **Other insurance**:

### Additional Insured – Primary and Non-Contributory

If you agree in a written contract, written agreement or permit that the insurance provided to any person or organization included as an Additional Insured under **SECTION II – WHO IS AN INSURED**, is primary and non-contributory, the following applies:

If other valid and collectible insurance is available to the Additional Insured for a loss covered under Coverages **A** or **B** of this Coverage Part, our obligations are limited as follows:

#### a. Primary Insurance

This insurance is primary to other insurance that is available to the Additional Insured which covers the

Additional Insured as a Named Insured. We will not seek contribution from any other insurance available to the Additional Insured except:

- (1) For the sole negligence of the Additional Insured;
- (2) When the Additional Insured is an Additional Insured under another primary liability policy; or
- (3) when b. below applies.

If this insurance is primary, our obligations are not affected unless any of the other insurance is also primary. Then, we will share with all that other insurance by the method described in c. below.

**b. Excess Insurance**

- (1) This insurance is excess over any of the other insurance, whether primary, excess, contingent or on any other basis:
- (a) That is Fire, Extended Coverage, Builder's Risk, Installation Risk or similar coverage for "your work";
  - (b) That is Fire insurance for premises rented to the Additional Insured or temporarily occupied by the Additional Insured with permission of the owner;
  - (c) That is insurance purchased by the Additional Insured to cover the Additional Insured's liability as a tenant for "property damage" to premises rented to the Additional Insured or temporarily occupied by the Additional with permission of the owner; or
  - (d) If the loss arises out of the maintenance or use of aircraft, "autos" or watercraft to the extent not subject to Exclusion **g.** of **SECTION I – COVERAGE A – BODILY INJURY AND PROPERTY DAMAGE LIABILITY.**
- (2) When this insurance is excess, we will have no duty under Coverages **A** or **B** to defend the insured against any "suit" if any other insurer has a duty to defend the insured against that "suit". If no other insurer defends, we will undertake to do so, but we will be entitled to the insured's rights against all those other insurers.
- (3) When this insurance is excess over other Insurance, we will pay only our share of the amount of the loss, if any, that exceeds the sum of:
- (a) The total amount that all such other insurance would pay for the loss in the absence of this insurance; and
  - (b) The total of all deductible and self insured amounts under all that other insurance.

We will share the remaining loss, if any, with any other insurance that is not described in this Excess Insurance provision and was not bought specifically to apply in excess of the Limits of Insurance shown in the Declarations of this Coverage Part.

**c. Method Of Sharing**

If all of the other insurance permits contribution by equal shares, we will follow this method also. Under this approach each

insurer contributes equal amounts until it has paid its applicable limit of insurance or none of the loss remains, whichever comes first. If any of the other insurance does not permit contribution by equal shares, we will contribute by limits. Under this method, each insurer's share is based on the ratio of its applicable limit of insurance to the total applicable limits of insurance of all insurers

**3. Blanket Waiver of Subrogation**

The following is added to **SECTION IV – COMMERCIAL GENERAL LIABILITY CONDITIONS**, Paragraph **8. Transfer Of Rights Of Recovery Against Others To Us**:

We waive any right of recovery we may have against any person or organization with whom you have a written contract that requires such waiver because of payments we make for damage under this coverage form. The damage must arise out of your activities under a written contract with that person or organization. This waiver applies only to the extent that subrogation is waived under a written contract executed prior to the "occurrence" or offense giving rise to such payments.

**4. Bodily Injury Redefined**

**SECTION V – DEFINITIONS**, Definition **3.** "bodily injury" is replaced by the following:

- 3. "Bodily injury" means bodily injury, sickness or disease sustained by a person including death resulting from any of these at any time. "Bodily injury" includes mental anguish or other mental injury resulting from "bodily injury".

**5. Broad Form Property Damage – Borrowed Equipment, Customers Goods, Use of Elevators**

- a. **SECTION I – COVERAGES, COVERAGE A – BODILY INJURY AND PROPERTY DAMAGE LIABILITY**, Paragraph **2. Exclusions** subparagraph **j.** is amended as follows:

Paragraph **(4)** does not apply to "property damage" to borrowed equipment while at a jobsite and not being used to perform operations.

Paragraphs **(3)**, **(4)** and **(6)** do not apply to "property damage" to "customers goods" while on your premises nor do they apply to the use of elevators at premises you own, rent, lease or occupy.

- b. The following is added to **SECTION V – DEFINITIONS**:

**24.** "Customers goods" means property of your customer on your premises for the purpose of being:

- a. worked on; or
- b. used in your manufacturing process.
- c. The insurance afforded under this provision is excess over any other valid and collectible property insurance (including deductible) available to the insured whether primary, excess, contingent

**6. Knowledge of Occurrence**

The following is added to **SECTION IV – COMMERCIAL GENERAL LIABILITY CONDITIONS**, Paragraph **2. Duties in the Event of Occurrence, Offense, Claim or Suit**:

- e. Notice of an "occurrence", offense, claim or "suit" will be considered knowledge of the insured if reported to an individual named insured, partner, executive officer or an "employee" designated by you to give us such a notice.

**7. Liberalization Clause**

The following is added to **SECTION IV – COMMERCIAL GENERAL LIABILITY CONDITIONS**:

**Liberalization Clause**

If we adopt any revision that would broaden the coverage under this Coverage Form without additional premium, within 45 days prior to or during the policy period, the broadened coverage will immediately apply to this Coverage Part.

**8. Medical Payments – Extended Reporting Period**

- a. **SECTION I – COVERAGES, COVERAGE C – MEDICAL PAYMENTS**, Paragraph **1. Insuring Agreement**, subparagraph **a.(3)(b)** is replaced by the following:
  - (b) The expenses are incurred and reported to us within three years of the date of the accident; and
- b. This coverage does not apply if **COVERAGE C – MEDICAL PAYMENTS** is excluded either by the provisions of the Coverage Part or by endorsement.

**9. Newly Acquired Or Formed Organizations**

**SECTION II – WHO IS AN INSURED**, Paragraph **3.a.** is replaced by the following:

- a. Coverage under this provision is afforded until the end of the policy period.

**10. Non-Owned Watercraft**

**SECTION I – COVERAGES, COVERAGE A BODILY INJURY AND PROPERTY DAMAGE LIABILITY**, Paragraph **2. Exclusions**, subparagraph **g.(2)** is replaced by the following:

**g. Aircraft, Auto Or Watercraft**

- (2) A watercraft you do not own that is:
  - (a) Less than 51 feet long; and
  - (b) Not being used to carry persons or property for a charge;

This provision applies to any person who, with your consent, either uses or is responsible for the use of a watercraft.

**11. Supplementary Payments Increased Limits**

**SECTION I – SUPPLEMENTARY PAYMENTS COVERAGES A AND B**, Paragraphs **1.b.** and **1.d.** are replaced by the following:

- 1.b.** Up to \$2,500 for cost of bail bonds required because of accidents or traffic law violations arising out of the use of any vehicle to which the Bodily Injury Liability Coverage applies. We do not have to furnish these bonds.
- 1.d.** All reasonable expenses incurred by the insured at our request to assist us in the investigation or defense of the claim or "suit", including actual loss of earnings up to \$1000 a day because of time off from work.

**12. Unintentional Failure to Disclose Hazards**

The following is added to **SECTION IV – COMMERCIAL GENERAL LIABILITY CONDITIONS**, Paragraph **6. Representations**:

We will not disclaim coverage under this Coverage Part if you fail to disclose all hazards existing as of the inception date of the policy provided such failure is not intentional.

**13. Unintentional Failure to Notify**

The following is added to **SECTION IV – COMMERCIAL GENERAL LIABILITY CONDITIONS**, Paragraph **2. Duties in the Event of Occurrence, Offense, Claim or Suit**:

Your rights afforded under this policy shall not be prejudiced if you fail to give us notice of an "occurrence", offense, claim or "suit", solely due to your reasonable and documented belief that the "bodily injury" or "property damage" is not covered under this policy.

ALL OTHER TERMS, CONDITIONS, AND EXCLUSIONS REMAIN UNCHANGED.

**CORPORATE RESOLUTION ON AUTHORIZED REPRESENTATIVE  
OF  
THIRKETTLE CORPORATION**

We hereby certify that it was RESOLVED by a quorum of the directors of the Thirkettle Corporation, meeting this Tuesday, January 2, 2018, that Clint Arnold, Michael Cartwright, Chris Newville, Kristy Segarra, Jeremy Lancon, and Michael Wood be, and hereby are authorized to act on behalf of Thirkettle Corporation and its subsidiaries Aqua Metric Sales Company and Utiliuse as its representative in all business transactions conducted in the State of Louisiana, and:

That all above resolution was unanimously ratified by the Board of Directors at said meeting and the resolution has not been rescinded or amended and is now in full forces and effect and;

In authentication of the adoption of this resolution, we subscribe our names and affix the seal of the corporation this Tuesday, January 2, 2018.



A handwritten signature in black ink, appearing to read "Tommy Thirkettle".

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Tommy Thirkettle  
President/CEO

A handwritten signature in black ink, appearing to read "Lea Thirkettle".

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Lea Thirkettle  
Vice President/Secretary



# JEFFERSON PARISH

DEPARTMENT OF PURCHASING

CYNTHIA LEE SHENG  
PARISH PRESIDENT

RENNY SIMNO  
DIRECTOR

March 24, 2020

**ADDENDUM # 1**

**Bid Number: 50-00130125**

**Bid Opening Date: April 2, 2020**

**Postponed To Date: April 23, 2020**

**Description of Bid: Two (2) year contract for the supply of Residential Water Meters and Assemblies for the Jefferson Parish Department of Engineering**

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DUE THE COVID-19 SAFETY PRECAUTIONS, THE BID OPENING DATE HAS BEEN POSTPONED.

**THE BID OPENING DATE HAS BEEN POSTPONED UNTIL APRIL 23, 2020, AT 2:00 P.M.**

Sincerely,

---

Donna M Evans  
Buyer II

Jefferson Parish Purchasing Department

**Bidders must acknowledge all addenda on the bid form. Bidder acknowledges receipt of This addendum on the bid form as indicated. Failure to do so will result in bid rejection.**

**This addendum is a part of the contract documents and modifies the original bidding documents and specifications. The contents of this addendum shall be included in the contract documents. Changes made by this addendum shall take precedence over the documents of earlier date.**

GENERAL GOVERNMENT BLDG. – 200 DERBIGNY ST., SUITE 4400, GRETNA, LA 70053  
OFFICE 504.364.2678

JOSEPH S. YENNI BLDG. – 1221 ELMWOOD PARK BLVD., SUITE 404, JEFFERSON, LA 70123  
OFFICE 504.364.2678

EMAIL: PURCHASING@JEFFPARISH.NET WEBSITE: WWW.JEFFPARISH.NET



# JEFFERSON PARISH

## DEPARTMENT OF PURCHASING

CYNTHIA LEE SHENG  
PARISH PRESIDENT

RENNY SIMNO  
DIRECTOR

April 20, 2020

### ADDENDUM #2

**Bid Number: 50-00130125**

**Receipt Date: April 23, 2020**

**Receipt Date Remains: April 23, 2020**

**Description of Bid: TWO (2) YEAR CONTRACT FOR THE SUPPLY OF RESIDENTIAL WATER METERS AND ASSEMBLIES FOR THE JEFFERSON PARISH DEPARTMENT OF ENGINEERING.**

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DUE TO COVID-19 SAFETY PRECAUTIONS, ALL PUBLIC BID OPENINGS HAVE BEEN SUSPENDED. IN ACCORDANCE WITH PROCLAMATION NO. JBE 2020-25, 32, 41, AND 42 ISSUED BY GOVERNOR JOHN BEL EDWARDS, THE BID OPENING WILL CONTINUE AND BE MADE AVAILABLE VIA PHONE CONFERENCE. ADVERTISED BIDS WILL BE ACCEPTED THROUGH CENTRAL BIDDING OR MANUAL SUBMISSION.

MANUALLY SUBMITTED BIDS WILL BE ONLY ACCEPTED FROM 1:30 – 1:59 P.M. ON THE DAY OF THE BID OPENING OR BY APPOINTMENT. BIDDERS MUST SUBMIT AT THE GENERAL GOVERNMENT BUILDING. THE PURCHASING DEPARTMENT WILL HAVE A TABLE SET UP TO RECEIVE BIDS AT THE ENTRANCE INSIDE OF THE BUILDING.

THE BID OPENING WILL BE MADE AVAILABLE BY CALLING THE FOLLOWING:

**DIAL IN NUMBER: (504) 323-1800**  
**MEETING ID: 181357**  
**THE BID OPENING WILL BEGIN AT 2:30 P.M.**

Sincerely,

Donna Evans, Buyer II  
Jefferson Parish Purchasing Department

**Bidders must acknowledge all addenda on the bid form. Bidder acknowledges receipt of This addendum on the bid form as indicated. Failure to do so will result in bid rejection.**

**This addendum is a part of the contract documents and modifies the original bidding documents and specifications. The contents of this addendum shall be included in the contract documents. Changes made by this addendum shall take precedence over the documents of earlier date.**

GENERAL GOVERNMENT BLDG. – 200 DERBIGNY ST., SUITE 4400, GRETNA, LA 70053  
OFFICE 504.364.2678

JOSEPH S. YENNI BLDG. – 1221 ELMWOOD PARK BLVD., SUITE 404, JEFFERSON, LA 70123  
OFFICE 504.364.2678

EMAIL: PURCHASING@JEFFPARISH.NET WEBSITE: WWW.JEFFPARISH.NET



# SR II® Low Lead Meter

## Positive Displacement Water Meter with Sensus® Electronic Register+™

The Sensus SR II® is for measurement of cold water flow usage in residential services.

### FEATURES

- 5/8" (DN 15mm), 3/4" (DN 20mm), and 1" (DN 25mm) Sizes
- Sensus® Electronic Register+™ advanced electronic register
- Hydrodynamically cushioned design
- Compatible with current Sensus AMI/AMR systems

### BENEFITS

- Enable more cost-effective, accurate meter readings
- Deliver a wide range of flows
- Provide lasting measurement accuracy for years of dependable service
- Integrate seamlessly with the FlexNet SmartPoint® module
- Tamper resistant
- Improve customer service
- Environmental and public health conscience

### Operation

Water flows through the meter's strainer and into the measuring chamber where it drives the piston. The hydrodynamically balanced piston oscillates around a central hub, guided by the division plate. A drive magnet transmits the motion of the piston to a driven magnet located within the register. The driven magnet is connected to the register gear train. It calculates the rotations into volume totalization units displayed on the register LCD.

### Construction

SR II meters consist of three basic components: maincase, measuring chamber and sealed register. Maincases are made of Bismuth BiAlloy CDA89836 or EnviroBrass™ II C89520 with externally-threaded spuds. Registers are housed in a bonnet of synthetic polymer. Measuring chambers are of Rocksyn®, a corrosion-resistant, tailored thermoplastic material formulated for long-term performance and especially suitable for aggressive water conditions. Maincase bottom plates are available in Bismuth BiAlloy, EnviroBrass II or, if frost protection is desired, in cast iron or synthetic polymer.

### Magnetic Drive

The SR II features a hydrodynamically cushioned design that eliminates premature wear of components. The meter utilizes a patented positive reliable drive coupling. The high strength magnets eliminate "drive slip" in normal use and also provide adequate strength to drive remote register units.

### Sensus Electronic Register+

The Sensus® Electronic Register+™ is an advanced electronic register with 120 days of hourly data logging with 30-day data pull intervals available. This information helps utilities make better informed decisions.



## Smart Alarms

Electronic Register+ has several available smart alarms. Get alerts and address these issues before they become more costly:

- Tampering  
Detect register removal and magnetic interference to reduce apparent water losses and protect against unauthorized activities.
- Low battery  
Replace your meters before they stop recording consumption through alerts indicating battery capacity to the meter is running low.
- Customer Leak  
Detect continual consumption of water over a period of time to indicate downstream leaks. This can reduce water loss and leak adjustment costs.
- Reverse flow  
Keep untreated water from re-entering your distribution system or deter tampering attempts when reverse flow is detected.
- High Flow  
Detect broken pipes, high usage and reduce property damage through an alert triggered when excessive flow rates are recorded.

## Conformance to Standards

SR II meters meet the requirements of NSF Standard 61, Annex F and G and comply with ANSI/AWWA Standard C700-latest revision. Each meter is tested to ensure compliance with AWWA standards.

## Maintenance

SR II meters are engineered to provide long-term value and virtually maintenance-free operation. Simplicity of design allows interchangeability of parts of like-size meters, reduced parts inventory requirements and ease of maintenance. The register can be removed without relieving the water pressure or removing the maincase from the installation.

## Connections

Tailpieces/unions for installing the meters on a variety of pipe types and sizes are available.

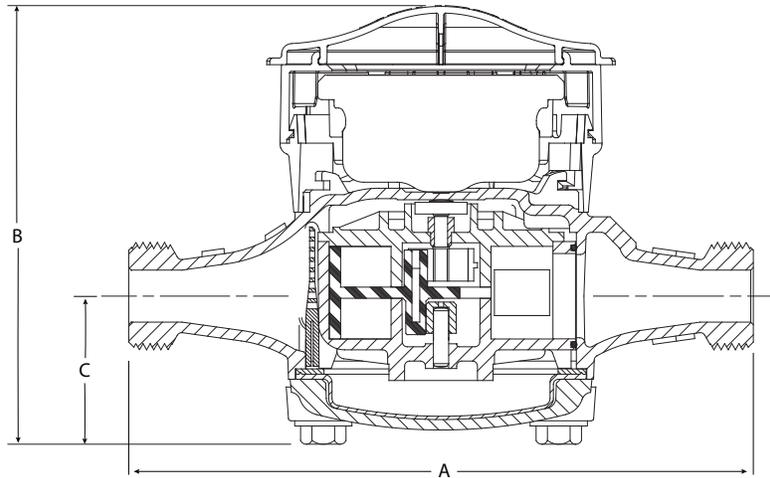
## AMR/AMI Systems

Meters and encoders are compatible with current Sensus AMR/AMI systems.

## Guarantee

Sensus SR II water meters are backed by “the Sensus Guarantee.” Ask your Sensus representative for details or see Bulletin G-500.





Dimensions and Net Weights

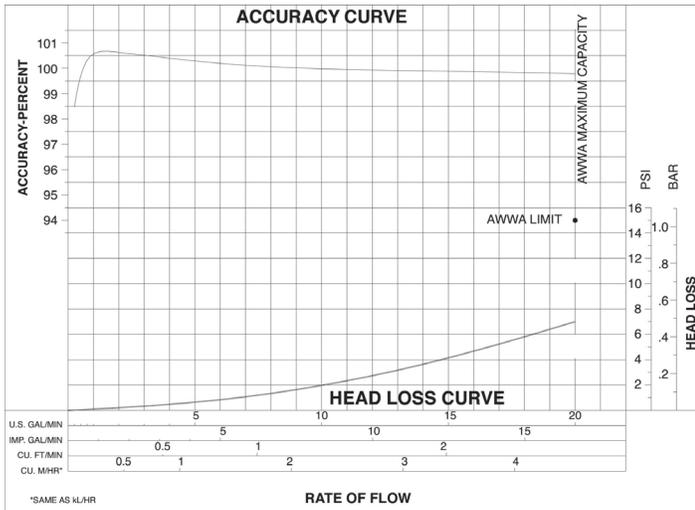
Meter Size	A	B	C	Width	Net Weight
5/8" (DN 15mm)	7-1/2" (190 mm)	5-3/8" (136 mm)	1-3/4" (44 mm)	3-7/8" (98 mm)	4.3 lb. (1.97 kg)
5/8" x 3/4" (DN 15mm x 33mm)	7-1/2" (190 mm)	5-3/8" (136 mm)	1-3/4" (44 mm)	3-7/8" (98 mm)	4.4 lb. (2.0 kg)
3/4" (DN 20mm)	9" (229 mm)	5-7/8" (149 mm)	2-3/16" (56 mm)	4-1/2" (114 mm)	6.4 lb. (2.90 kg)
3/4" Short (DN 20mm)	7-1/2" (190 mm)	5-7/8" (149 mm)	2-3/16" (56 mm)	4-1/2" (114 mm)	6.2 lb. (2.81 kg)
1" (DN 25mm)	10-3/4" (273 mm)	7-1/8" (181 mm)	2-3/4" (70 mm)	6-1/2" (165 mm)	11.9 lb. (5.4 kg)

Specifications

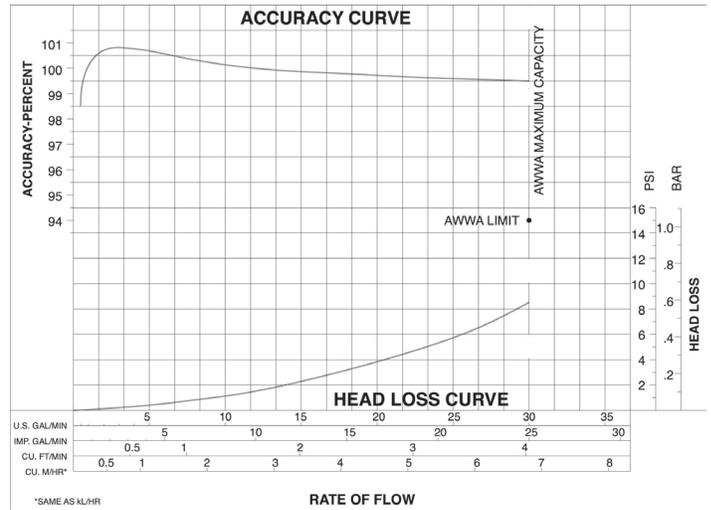
Service	Measurement of potable and reclaim water. Water temperature range of 33 °F (0.55 °C) to 80 °F (26.7 °C)		
Normal operating flow range (±1.5%)	5/8" (DN 15mm) size: 1 to 20 gpm (0.25 to 4.5 m³/hr)	3/4" (DN 20mm) size: 2 to 30 gpm (0.45 to 7.0 m³/hr)	1" (DN 25mm) size: 3 to 50 gpm (0.07 to 11.0 m³/hr)
Low flow registration (±3%)	5/8" (DN 15mm) size: 1/4 gpm (0.06 m³/hr)	3/4" (DN 20mm) size: 1/2 gpm (0.10 m³/hr)	1" (DN 25mm) size: 3/4 gpm (0.15 m³/hr)
Maximum pressure loss	5/8" (DN 15mm) size: 7.0 psi at 20 gpm (0.5 bar at 4.5 m³/h)	3/4" (DN 20mm) size: 9.0 psi at 30 gpm (0.6 bar at 7.0 m³/h)	1" (DN 25mm) size: 7.3 psi at 50 gpm (0.5 bar at 11.0 m³/h)
Maximum operating pressure	150 psi (10.0 bar)		
Measurement element	Oscillating piston		
Register	Straight reading, hermetically sealed, magnetic drive. Remote reading unit optional.		
Capacity	10,000,000 gallons, 1,000,000 cubic feet or 100,000 m³ capacity. 8 odometer wheels.		
Meter Registration	Electronic: 0.1 gallons/imperial gallons, 0.01 cubic foot, or 0.001 m³	Standard: 10 gallons, 1 cubic foot, or 0.01 m³/ or 0.1 m³/ sweep hand revolution.	
Meter Connections	5/8" (DN 15mm) size: 3/4" (26.44mm) threads 3/4" (DN 20mm) size: 1" (33.25mm) threads	5/8" x 3/4" (DN 15mm x 33mm) size: 1" (33.25mm) threads 1" (DN 25mm ) size: 1-1/4" (41.9mm) threads	
	(All threads are straight pipe, external type, conforming to ANSI B1.20.1 or ISO R228, if specified.)		
Materials	Maincase - Bismuth BiAlloy CDA 89836 or EnviroBrass II C89520 Register Box - Synthetic polymer	Measuring chamber - Rocksyn® Bottom plate - Bismuth BiAlloy CDA89836	Magnets - Ceramic Casing bolts - Stainless steel Strainer - Synthetic polymer



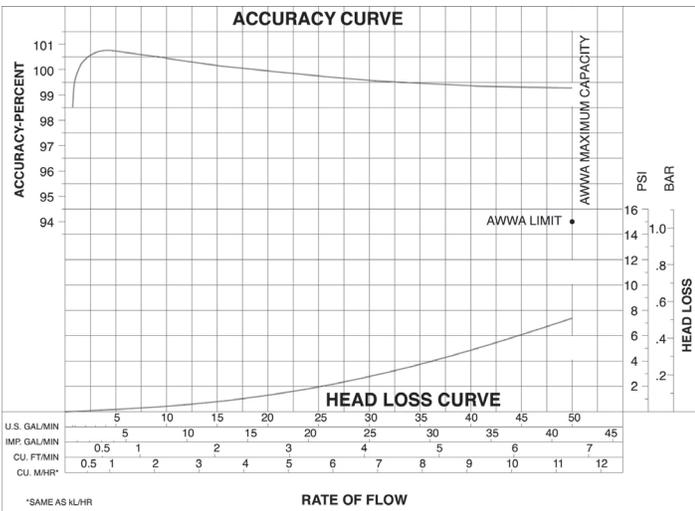
## Performance Curves



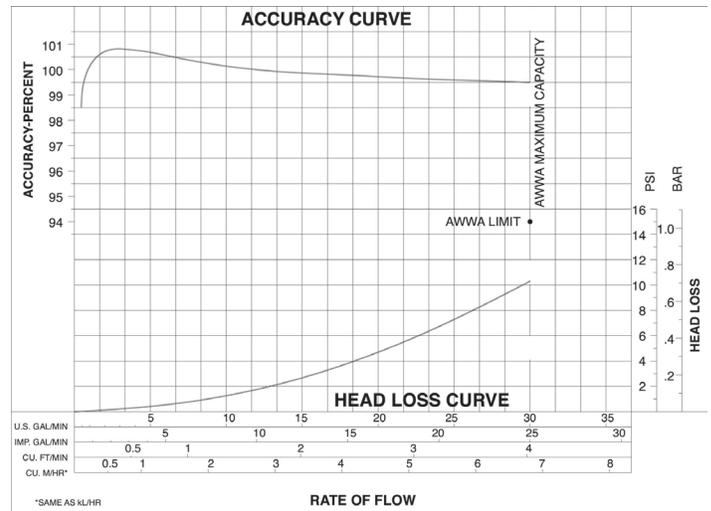
5/8" and 5/8" x 3/4" SR II Meter  
UA-5833



3/4" and 5/8" x 1" SR II Meter  
UA-5834



1" SR II Meter  
UA-5835



3/4" SR II Meter 7-1/2" Laying Length  
UA-5838



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# OMNI™ (R<sup>2</sup>) Water Meter

## 1-1/2" and 2" OMNI R<sup>2</sup> Meter

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

### DESCRIPTION:

- Floating Ball Technology (FBT)

### ELECTRONIC REGISTER DISPLAY DIAGRAM



Totalization Mode



AMR/AMI Mode



Resettable Test Mode



Rate of Flow Mode

### Conformance to Standards

The OMNI R<sup>2</sup> meter meets and far exceeds the most recent revision of ANSI/AWWA Standard C701 class II standards and exceeds performance criteria for ANSI/AWWA C700 Residential Standard using Sensus Turbo technology. Each meter is performance tested to ensure compliance. All OMNI meters are NSF/ANSI Standard 61, Annex F and G approved.

### Performance

The patented measurement principles of the OMNI R<sup>2</sup> meter ensure greater accuracy, expanded accuracy range and longer service life than any other comparable class meter. The OMNI R<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 R<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 a convenient integral strainer.

### OMNI Electronic Register

The OMNI R<sup>2</sup> electronic register is hermetically sealed with an electronic pickup containing no mechanical gearing. The large character LCD displays AMR, totalization, rate of flow and a resettable test totalizer. OMNI register features include AMR resolution units that are fully programmable and integral resettable accuracy testing feature compatible with UniPro and Sensus flow verification software. The large, easy-to-read LCD also displays both forward and reverse flow directions. The OMNI R<sup>2</sup> electronic register has a 10-year battery life guarantee.



**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 R<sup>2</sup> meter.

**Strainer**

The OMNI R<sup>2</sup> with the “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.

**Maintenance**

The OMNI R<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 R<sup>2</sup> replacement measuring chambers may also be utilized to upgrade some third-party meters to achieve increased accuracy and extended service life.

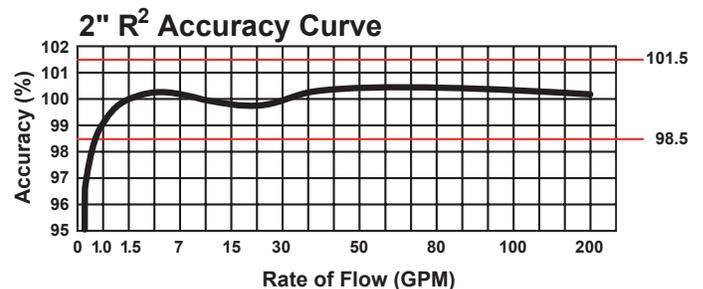
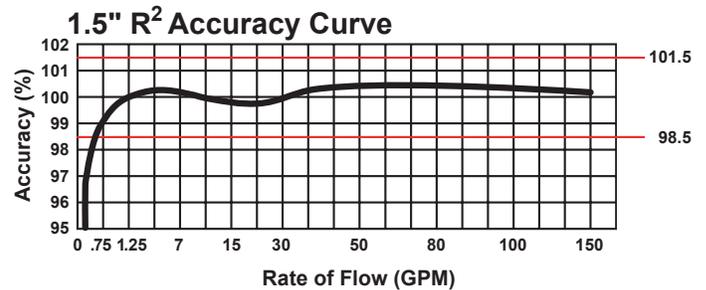
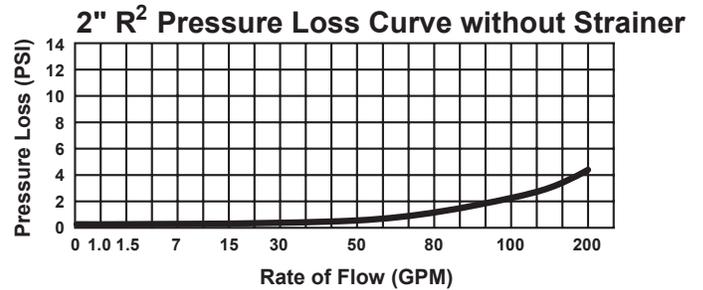
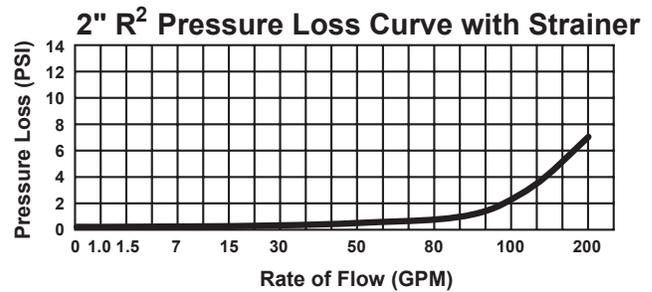
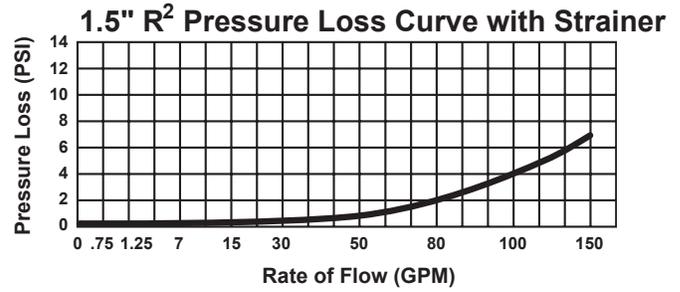
**AMR/AMI Systems**

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

**Guarantee**

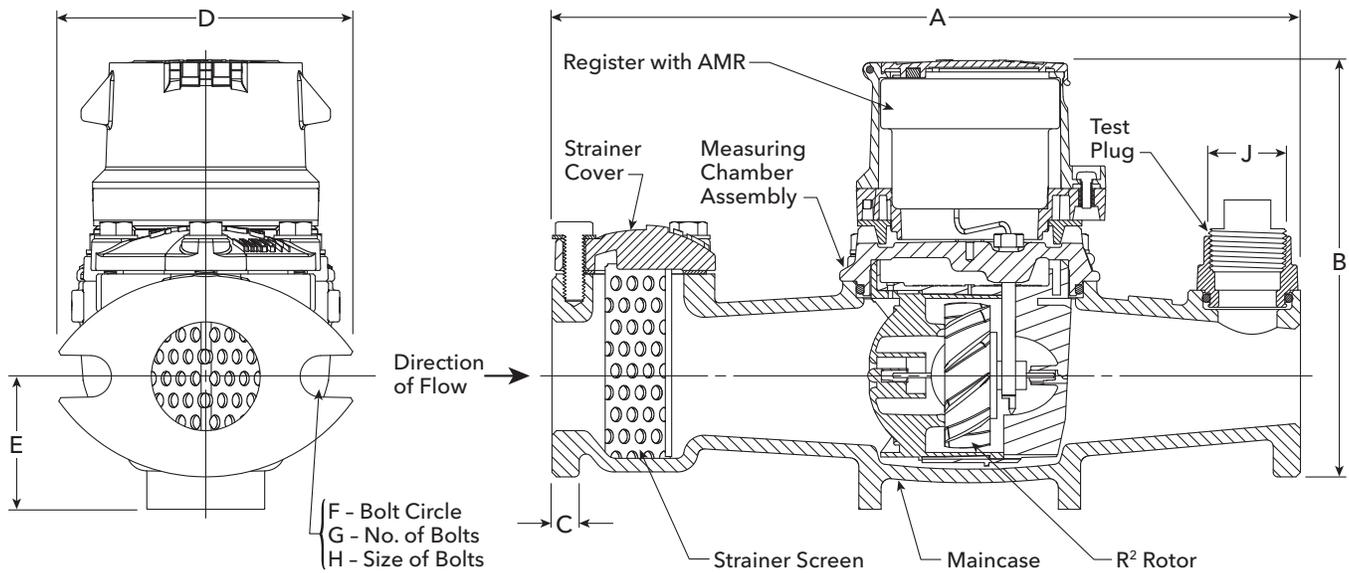
Sensus OMNI R<sup>2</sup> Meters are backed by “The Sensus Guarantee.” Ask your Sensus representative for details or see Bulletin G-500.

**Head Loss Curves**

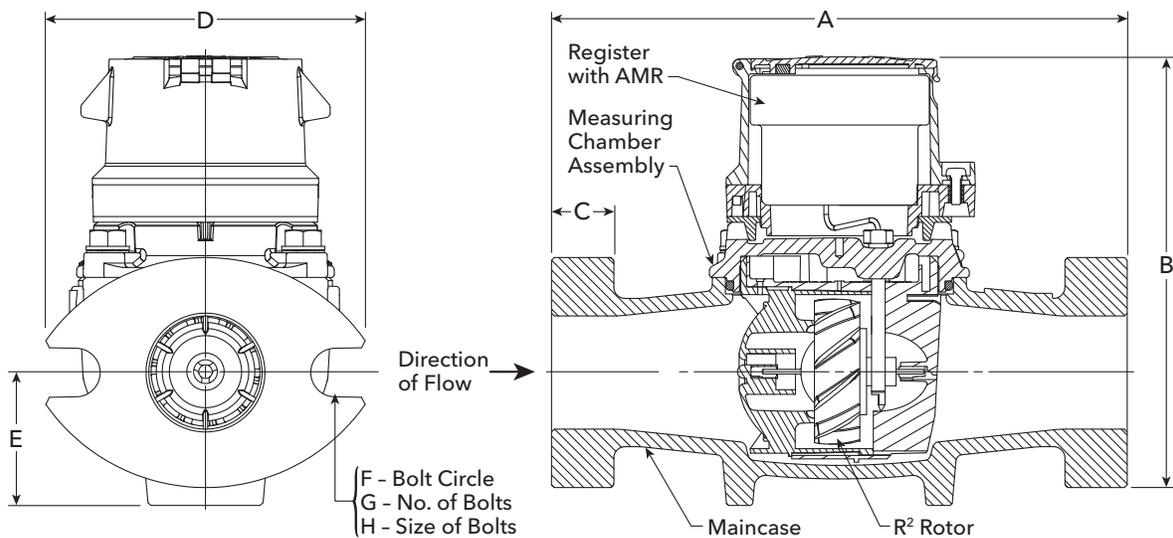




OMNI R<sup>2</sup>: 1-1/2" - 2"



OMNI R<sup>2</sup>: 2" Without Strainer



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	2 gpm 0.45 m <sup>3</sup> /hr	150 gpm 34 m <sup>3</sup> /hr	Flanged	13" 330mm	7-7/8" 200mm	15/16" 24mm	5-1/8" 130mm	2-5/16" 59mm	4" 102mm	2	5/8" 16mm	1" 25mm	18.8 lbs. 8.53 kg.	22.5 lbs. 10.2 kg.
2" DN 50mm	2.5 gpm 0.57 m <sup>3</sup> /hr	200 gpm 45 m <sup>3</sup> /hr	Flanged	17" 432mm	7-7/8" 200mm	1" 25mm	5-3/4" 146mm	2-5/16" 59mm	4-1/2" 114mm	2	3/4" 19mm	1" 25mm	27.4 lbs. 12.4 kg.	34.5 lbs. 15.6 kg.
2" without Strainer DN 80mm	2.5 gpm 0.57 m <sup>3</sup> /hr	250 gpm 57 m <sup>3</sup> /hr	Flanged	10" 254mm	7-7/8" 200mm	1" 25mm	5-3/4" 146mm	2-5/16" 59mm	4-1/2" 114mm	2	3/4" 19mm	N/A	17 lbs. 7.9 kg.	24.5 lbs. 11.1 kg.



## 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": 2 - 150 GPM (0.45 - 34 m <sup>3</sup> /hr) 2": 2.5 - 200 GPM (0.57 - 45 m <sup>3</sup> /hr) 2" without Strainer: 2.5 - 250 GPM (0.57 - 57 m <sup>3</sup> /hr)
Low flow (95% - 101.5%)	1-1/2": 0.75 GPM (0.17 m <sup>3</sup> /hr) 2": 1.0 GPM (0.23 m <sup>3</sup> /hr) 2" without Strainer: 2.5 - 250 GPM (0.57 - 57 m <sup>3</sup> /hr)
Pressure Loss	1-1/2": 6.7 psi @ 150 GPM (0.46 bar @ 34 m <sup>3</sup> /hr) 2": 7.0 psi @ 200 GPM (0.48 bar @ 45 m <sup>3</sup> /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 Guaranteed 10-year battery life
NSF Approved Materials	Maincase: Coated Ductile Iron Measuring Chamber: Thermoplastic Rotor "Floating Ball": Thermoplastic Radial Bearings: Hybrid Thermoplastic Thrust Bearings: Sapphire/Ceramic Jewel Magnets: Ceramic Strainer Screen: Stainless Steel Strainer Cover: Coated Ductile Iron

# Sensus Limited Warranty

**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](http://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](http://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](http://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](http://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™ Meters and Propeller Meters** are warranted to perform to as set forth in OMNI and Propeller data sheets for one (1) year 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 1" SR II, accuSTREAM Standard Registers	25 years
5/8" thru 1" 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](http://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>
6500 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>

<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.

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>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,
- SmartPoint 510M/520M/515M/512M-PLS 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, unless the SmartPoint 510M/520M Module is ever paired with an ally Meter, which event 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
1 – 15	0%
16	30%
17	40%
18	50%
19	60%
20	70%
>20	100%

<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 price 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 Transmit 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.