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EQUIPMENT PURCHASE AND SERVICES AGREEMENT

This Equipment Purchase and Services Agreement ("Agreement") is entered into and effective between CITY OF GLENDALE, an Arizona municipal corporation ("City") and Badger Meter, Inc., a Wisconsin corporation with offices located at 4545 W. Brown Deer Road, Milwaukee, Wisconsin 53223 ("Badger Meter" or "Contractor") , and authorized to do business in the State of Arizona, ("Contractor") as of the **24th day of March, 2026** ("Effective Date").

RECITALS

A. City desires to purchase certain equipment ("Equipment") from Contractor for the Advanced Meter Infrastructure (AMI) project (the "Project"), as set forth in the attached **Exhibit A**, Schedule of Values ("SOV") containing the City's specifications, standards and criteria;

B. Contractor is also providing the City with certain professional services ("Services") to install the equipment for the Project, as set forth in the attached **Exhibit B**, Scope of Work ("SOW") and ensure it is performing to meet the City's specifications, industry standards, and the quality standards set forth in this Agreement; and

C. City and Contractor desire to memorialize their agreement with this document.

AGREEMENT

The parties hereby agree as follows:

1. Schedule. The Equipment and Services identified in the SOV and performed in accordance with the SOW will be built, delivered, installed and provided by the Contractor in a timely and efficient manner. Contractor will also ensure the equipment will perform as described in the attached as **Exhibit C**.

2. Contractor's Work.

2.1 Relationship Between the Parties. Contractor is supplying the Equipment and performing the Services required under this Agreement as an independent contractor. Contractor and its employees, and any Subcontractor and its employees, are not City employees and are not entitled to any benefit provided to City employees other than those explicitly provided by this Agreement. This Agreement further does not create any benefits, rights or obligations for any third party not in privity to this contract.

2.2 Standard and Warranty.

a. The Contractor expressly warrants the Equipment in accordance with the standard manufacturer warranties included in Exhibit C herein (the "Warranties") and further agrees that the Equipment will:

i. Conform in all respects to the City's specifications, drawings, requirements, or other descriptions.

ii. Be fit for the purpose or purposes of intended use.

iii. Conform to all applicable local, state, and federal laws, ordinances and regulations.

iv. Be of good quality, merchantable, of good workmanship, or material best suited for the intended purposes, and free from defects of any kind or nature whatsoever.

b. With respect to the installation services that are being provided as part of the Services, the Contractor warrants that such services will be free from defects in workmanship for a period of twelve (12) months from the date of installation as recorded in the work order management system utilized for the Project.

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c. All Equipment delivered or supplied hereunder will be free and clear of all liens, encumbrances, claims, and security interest of whatever nature and substance. Upon request, the Contractor shall supply the City with documentation satisfactory to it, evidencing the absence of such liens, encumbrances, claims, and security interests.

d. All warranty periods shall begin upon when the Equipment is installed.

e. Contractor must provide, install and operate the Equipment and perform the Services in accordance with the attached SOW, any applicable standards of due diligence, care, and quality associated with the successful furnishing of equipment for projects that are equivalent in size, scope, quality, and other criteria as identified in this Agreement.

g. The City has expressly consented to allowing Contractor to engage certain subcontractors to perform some or all of Contractor's obligations under this Agreement as further stated in the attached SOW. The City shall not be liable to subcontractor for any claims, including claims for payment for Services rendered, of any kind.

2.3 Licensing. Contractor further warrants that:

a. Contractor currently holds all appropriate and required licenses, registrations and other approvals necessary for the lawful furnishing of the Equipment and Services as contained in the SOW ("Approvals"); and

b. Neither Contractor nor any Subcontractor has been debarred or otherwise legally excluded from contracting with any federal, state, or local governmental entity ("Debarment").

(1) City is under no obligation to ascertain or confirm the existence or issuance of any Approvals or Debarments, or to examine Contractor's contracting ability.

(2) Contractor must notify City immediately if any Approvals or Debarment changes during the Agreement's duration. The failure of the Contractor to notify City as required will constitute a material default under the Agreement.

c. Background Check. In accordance with the City's current background check policies, the City may conduct criminal, driver history, and all other requested background checks of Contractor personnel who would perform services under the Agreement who will have access to the City's information, data, or facilities. Any officer, employee, or agent that fails the background check must be replaced immediately for any reasonable cause not prohibited by law.

d. Security Clearance. The City will have final authority, based on security reasons: (i) to determine when security clearance of Contractor personnel is required; (ii) to determine the nature of the security clearance, up to and including fingerprinting Contractor personnel; and (iii) to determine whether any individual or entity may provide services under this Agreement. If the City objects to any Contractor personnel for any reasonable cause not prohibited by law, then Contractor will, upon notice from the City, remove any such individual from performance of services under this Agreement.

e. Safeguarding Contractor and City Property. Without limiting the scope or obligation to indemnify the City as provided in Section 7.2 below and subject to the SOW and the Warranties, Contractor agrees: (i) to bear all risk of loss, injury, or destruction of its own Equipment incidental to Contractor providing the Services under this Agreement and that such loss, injury, or destruction will not release Contractor from any obligation hereunder; and (ii) it is responsible for any damage or loss to City real or personal property when such property is the responsibility of or in the custody of Contractor or its personnel.

2.4 Compliance.

a. Equipment as provided in the SOV and Services as provided in the SOW will be furnished, installed and operated in compliance with applicable federal, state, county and local statutes,

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rules, regulations, ordinances, building codes, life safety codes, and other specifications, standards and criteria designated by City, including its Drug-Free Workplace policy.

b. Nothing in this Agreement requires the City to accept Equipment or Services that does not meet the specifications, standards and criteria contained in the Warranties or the SOW. In the event the Equipment does not meet the specifications, standards and criteria contained in the Warranties, the City may, at its sole discretion: (i) reject the Equipment and terminate this Agreement; or (ii) give the Contractor a reasonable time to cure any defect or non-compliance.

c. Contractor must not discriminate against any employee or applicant for employment on the basis of race, color, religion, sex, national origin, age, marital status, sexual orientation, gender identity or expression, genetic characteristics, familial status, U.S. military veteran status or any disability. Contractor will require any Sub-contractor to be bound to the same requirements as stated within this section. Contractor, and on behalf of any subcontractors, warrants compliance with this section.

3. Compensation.

a. The total not-to-exceed amount available under this Agreement for City's purchase of Equipment and Services and for Contractor's satisfactory performance of all related obligations as specified in this Agreement, the SOV and the SOW shall not exceed $29,045,000.00. Based on the estimate provided by Contractor, the not-to-exceed amount has been calculated to include a base amount of $ 26,438,976.67 to perform the work identified in the SOW and provide the Equipment for the Project identified in the SOV, plus a contingency fund of the total not-to-exceed amount, equal to $2,606,023.33, for unforeseen or unanticipated costs. Any contingency funds may only be used to pay for additional Equipment and/or Services authorized by the City through a Change Order as described in this section. Additional funds for performing work, activities or tasks for other parts of the overall projects may, but are not required to, be available under separate contracts or agreements.

b. Change Orders. Based on the field conditions or other issues encountered during the implementation of the SOW, the City may authorize changes to the SOW without amending this Agreement. Amending this Agreement is not required if: (1) the total value of all Change Orders authorized by the City does not exceed the total amount of Compensation in subsection 3(a) above, which includes the contingency funds set aside for such purpose; and (2) if the total value of all Changes Orders does exceed the total amount of Compensation in subsection 3(a) above and the total of a single or all change orders combined to be approved is less than one hundred thousand dollars ($100,000.00). Any single change order or combination of change orders which will increase the compensation amount by one hundred thousand dollars ($100,000.00) or more above the total approved amount (including the contingency funds) in subsection 3(a) above must be approved by an affirmative vote of the city council.

c. All Change Orders must be approved by the City prior to the Contractor initiating the performance of the new, additional or changed Work.

d. The City may also authorize minor changes to the Scope of Work by issuing a Field Order, provided such Field Orders do not increase the cost of the work to be performed or materially affect the mutually agreed upon schedule for the Project. The Contractor shall proceed with the performance of any Field Orders as required by the City, within two days after formal written documentation has been sent to the Contractor's project manager for the Project to effect the minor change incorporated into the Field Order. The Contractor but may dispute whether it is entitled to an increase to its Compensation based on the cost of implementing such Field Order as provided in Section 16 of this Agreement only after the work has been completed.

e. The Contractor shall execute and provide to the City, within 10 calendar days of the Effective Date of this Agreement, Performance and Payment Bonds with surety in an amount equal to 100% of the amount of the Compensation (including the contingency funds) available under subsection a above. The sureties of all Bonds shall be placed or obtained from such surety company or companies as are approved by the City and are authorized to transact business in the State of Arizona.

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4. Billings and Progress Payments.

4.1 Payment for Equipment. Consistent with Section 9 of the SOW, invoices will automatically be generated when Equipment manufactured by Badger Meter are shipped. The Contractor will be paid by ACH NET 30 days from the date the equipment is received in MSI's warehouse and accepted by the City. All other invoices will be paid within 30 days of their acceptance by the City. The City must provide written notice of non-acceptance of delivered Equipment due to non-conformance with the purchase order within five (5) days of receipt of the Equipment (the "Inspection Period"). If no written notice is received by the Contractor within the Inspection Period, the Equipment will be deemed to be accepted for purposes of this Section 4.1.

4.2 Applications for Services.

a. Subject to Section 9 of the SOW, Contractor will submit its invoice ("Payment Application") for Services monthly to City's Project Manager and City will remit progress payments based upon the Payment Application as stated below.

b. The City will process and remit payment of 95% of the charges incurred and billed by Contractor in the prior month within 30 days, unless the Equipment delivered and installed or the Services performed do not meet the City's specifications or the City rejects the Payment Application for any other reason. The remaining 5% of the Contractor charges incurred in the prior month will be retained to ensure timely and adequate performance of the work remaining under the SOW. The 5% retainage due and owing will be released upon closeout of the Project pursuant to Section 10 of the SOW.

4.3 Review and Withholding. City's Project Manager will timely review and certify Payment Applications.

a. If the Payment Application is rejected, the City will issue a written listing of the items not approved for payment.

b. City may withhold an amount sufficient to pay expenses that City reasonably expects to incur in correcting the deficiency or deficiencies rejected for payment.

5. Termination.

5.1 For Convenience. City may terminate this Agreement for convenience, without cause, by delivering a written termination notice stating the effective termination date, which may not be less than thirty (30) days following the date of delivery of notice.

a. Contractor will not be compensated for Equipment unless it has been delivered to City and meets the City's specifications.

b. Contractor will be equitably compensated for Equipment installed and Services furnished prior to receipt of the termination notice and for reasonable costs incurred.

c. Contractor will also be compensated for any approved effort expended, and approved costs incurred, that are directly associated with project closeout and delivery of the required items to the City.

5.2 For Cause. In addition to the remedy contained in Section 2.4(b.) above, the City may terminate this Agreement for cause if Contractor fails to cure any breach of this Agreement within seven (7) days after receipt of written notice specifying the breach.

a. Contractor will not be entitled to further payment until after City has determined its damages. If the City's damages resulting from the breach, as determined by City, are less than the equitable amount due but not paid Contractor for Equipment furnished, City will pay the amount due to Contractor, less City's damages, in accordance with the provisions of Section 4.

b. If City's direct damages exceed amounts otherwise due to Contractor, Contractor must pay the difference to City immediately upon demand; however, Contractor will not be subject to

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consequential damages more than $2,000,000 or the amount of this Agreement, whichever is greater.

5.3 Lack of Appropriations. Nothing in this Agreement guarantees that some or all of the funds necessary to comply with all of the City's obligations under this Agreement will be appropriated or otherwise be available. The City agrees to seek such appropriations in good faith from the City Council and agrees not to use the lack of appropriation as a substitute for termination for convenience. If sufficient funds are not appropriated or otherwise available, the City may unilaterally terminate this Agreement after providing thirty (30) days written notice. In the event the City provides such notice, the City will not be entitled to a refund or offset of any amounts previously paid but will not pay any amounts that become due after providing such notice; provided, however, the City will remain responsible for the payment of any Goods delivered to the City and any Services that have been rendered prior to the expiration of the notice period stated above.

5.4 Force Majeure. Failure by either party to perform its duties and obligations will be excused by unforeseeable circumstances entirely beyond its control, including acts of nature, acts of the public enemy, riots, fire, explosion, legislation, and pandemic. The party whose performance is so affected will, within five (5) calendar days of the unforeseeable circumstance, notify the other party of all pertinent facts and identify the force majeure event. The party whose performance is so affected must also take all reasonable steps, promptly and diligently, to prevent such causes if it is feasible to do so or to minimize or eliminate the effect thereof. The delivery or performance date will be extended for a period equal to the time lost by reason of delay, plus such additional time as may be reasonably necessary to overcome the effect of the delay, provided however, under no circumstances will delays caused by a force majeure extend beyond one hundred-twenty (120) calendar days from the scheduled delivery or completion date of a task unless agreed upon by the parties.

a. Force majeure shall not include the following circumstances:

i. Late delivery of equipment or materials caused by congestion at a manufacturer's plant or elsewhere, or an oversold condition of the market; or

ii. Late performance by a subcontractor unless the delay arises out of a force majeure occurrence in accordance with this force majeure term and condition; or

iii. Inability of either the Contractor or any subcontractor to acquire or maintain any required insurance bonds, licenses, or permits.

b. A party may terminate this Agreement immediately for cause should a Force Majeure be alleged but determined not to exist to excuse performance.

6. Conflict. Contractor acknowledges this Agreement is subject to A.R.S. § 38-511, which allows for cancellation of this Agreement in the event any person who is significantly involved in initiating, negotiating, securing, drafting, or creating the Agreement on City's behalf is also an employee, agent, or Contractor of any other party to this Agreement. Contractor also agrees that this Agreement may be terminated for an act of a public employee prohibited by A.R.S. § 38-504.

7. Insurance. For the duration of the term of this Agreement, Contractor shall procure and maintain insurance against claims for injuries to persons or damages to property which may arise from or in connection with manufacturing and installing the Equipment and delivering the Services to the City's specifications or any other act or activity related to performance under this Agreement. Such insurance shall cover Contractor, its agent(s), representative(s), employee(s), and any subcontractors and shall name the City, its employees, elected officials, representatives and volunteers as additional insured.

7.1 Minimum Scope and Limit of Insurance. Coverage must be at least as broad as:

a. Commercial General Liability (CGL): Insurance Services Office Form CG 00 01 or equivalent, including products and completed operations, with limits of no less than **$2,000,000** per occurrence for bodily injury, personal injury, and property damage

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b. Automobile Liability: Insurance Services Office Form Number CA 0001 covering Code 1 (any auto) or equivalent, with limits no less than **$2,000,000** per accident for bodily injury and property damage.

c. Professional Liability. Contractor must maintain a Professional Liability insurance covering errors and omissions arising out of the work or services performed by Contractor, or anyone employed by Contractor, or anyone for whose acts, mistakes, errors and omissions Contractor is legally liability, with a liability insurance limit of **$2,000,000** for each claim and a **$4,000,000** annual aggregate limit. For the avoidance of doubt, the Technology Errors and Omissions endorsement that is part of the Contractor's cybersecurity policy which has full prior acts cover will be accepted for purposes of this section.

d. Worker's Compensation: Insurance as required by the State of Arizona, with Statutory Limits, and Employers' Liability insurance with a limit of no less than **$2,000,000** per accident for bodily injury or disease.

7.2 Indemnification.

a. To the fullest extent permitted by law, Contractor must defend, indemnify, and hold harmless City and its elected officials, officers, employees and agents (each, an "Indemnified Party," collectively, the "Indemnified Parties") for, from, and against any and all claims, demands, actions, damages, judgments, settlements, personal injury (including sickness, disease, death, and bodily harm), property damage (including loss of use), infringement, governmental action and all other losses and expenses, including attorneys' fees and litigation expenses (each, a "Demand or Expense" collectively "Demands or Expenses") asserted by a third-party (i.e. a person or entity other than City or Contractor) and that arises out of or results from the breach of this Agreement by the Contractor or the Contractor's negligent actions, errors or omissions (including any Subcontractor or Subcontractor or other person or firm employed by Contractor), whether sustained before or after delivery of the Equipment.

b. This indemnity and hold harmless provision applies even if a Demand or Expense is in part due to the Indemnified Party's negligence or breach of a responsibility under this Agreement, but in that event, Contractor will be liable only to the extent the Demand or Expense results from the negligence or breach of a responsibility of Contractor or of any person or entity for whom Contractor is responsible.

c. Contractor is not required to indemnify any Indemnified Parties for, from, or against any Demand or Expense resulting from an Indemnified Party's sole negligence or other fault solely attributable to any Indemnified Party.

7.3 Other Insurance Provisions. The insurance policies required by the Section above must contain, or be endorsed to contain the following insurance provisions:

a. **The City, its officers, officials, employees and volunteers are to be covered as additional insureds** of the CGL and automobile policies for any liability arising from or in connection with the performance of all tasks or work necessary to build and deliver the Equipment as specified by the City. Such liability may arise, but is not limited to, liability for materials, parts or equipment furnished in connection with any tasks, or work performed by Contractor or on its behalf and for liability arising from automobiles owned, leased, hired or borrowed on behalf of the Contractor. General liability coverage can be provided in the form of an endorsement to the Contractor's existing insurance policies, provided such endorsement is at least as broad as ISO Form CG 20 10, 11 85 or both CG 20 10 and CG 23 37, if later revisions are used or the equivalent of such endorsements.

b. For any claims related to this Equipment, the **Contractor's insurance coverage shall be primary insurance** with respect to the City, its officers, officials, employees, and volunteers. Any insurance or self-insurance maintained by the City, its officers, officials, employees or volunteers shall be in excess of the Contractor's insurance and shall not contribute with it.

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c. Each insurance policy required by this Section shall provide that coverage shall not be canceled, except after providing notice to the City.

7.4 Acceptability of Insurers. Insurance is to be placed with insurers with a current A.M. Best rating of no less than A-: VII, unless the Contractor has obtained prior approval from the City stating that a non-conforming insurer is acceptable to the City.

7.5 Waiver of Subrogation. **Contractor hereby agrees to waive its rights of subrogation which any insurer may acquire** from Contractor by virtue of the payment of any loss. Contractor agrees to obtain any endorsement that may be necessary to affect this waiver of subrogation. The Workers' Compensation Policy shall be endorsed with a waiver of subrogation in favor of the City for all work performed by the Contractor, its employees, agent(s) and subcontractor(s).

7.6 Verification of Coverage. Within fifteen (15) days of the Effective Date of this Agreement, Contractor shall furnish the City with original certificates and amendatory endorsements, or copies of any applicable insurance language making the coverage required by this Agreement are effective. All certificates and endorsements must be received and approved by the City before work commences. Failure to obtain, submit or secure the City's approval of the required insurance policies, certificates or endorsements prior to the City's agreement that work may commence shall not waive the Contractor's obligations to obtain and verify insurance coverage as otherwise provided in this Section. The City reserves the right to require complete, certified copies of all required insurance policies, including any endorsements or amendments, or their equivalent required by this Agreement at any time during the Term stated herein.

Contractor's failure to obtain, submit or secure the City's approval of the required insurance policies, certificates or endorsements shall not be considered a Force Majeure or defense for any failure by the Contractor to comply with the terms and conditions of the Agreement, including any schedule for building or delivering the equipment in accordance with the SOW.

7.7 Subcontractors. Contractor shall require and shall verify that all subcontractors maintain insurance meeting all requirements of this Agreement.

7.8 Special Risk or Circumstances. The City reserves the right to request a modification of these insurance requirements, including any limits of coverage, based on the nature of the risk, prior experience, insurer, coverage or other circumstances unique to the Contractor, the SOW or the insurer by providing thirty (30) days prior written notice and subject to the Contractor's mutual written approval of such modification, which such approval shall not be unreasonably withheld. Any failure of the Contractor to agree to such modification shall not be considered a waiver of any rights or recovery available or owed to the City under this Agreement.

8. E-verify, Records, and Audits.

a. Immigration compliance. To the extent applicable under A.R.S. § 41-4401, the Contractor warrants their compliance and that of its subcontractors with all federal immigration laws and regulations that relate to their employees and compliance with the E-verify requirements under A.R.S. § 23-214(A). The Contractor or subcontractor's breach of this warranty shall be deemed a material breach of the Agreement and may result in the termination of the Agreement by the City under the terms of this Agreement. The City retains the legal right to randomly inspect the papers and records of the other party to ensure that the other party is complying with the above-mentioned warranty. The Contractor and subcontractor warrant to keep their respective papers and records open for random inspection during normal business hours by the other party. The parties shall cooperate with the City's random inspections, including granting the inspecting party entry rights onto

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their respective properties to perform the random inspections and waiving their respective rights to keep such papers and records confidential.

b. Contractor must preserve the records related to this Agreement for six (6) years after completion of the SOW. The City or its authorized agent reserves the right to inspect any records related to the performance of work specified herein at reasonable times.

c. The parties agree that documents and records developed, generated, exchanged, maintained, or retained related to this Agreement will be subject to public inspection and disclosure to comply with Arizona public records laws (A.R.S. §39-121 et seq.) unless they are determined to be confidential or sensitive or contain proprietary or trade secrets as defined by the Arizona Trade Secrets Act by an administrative or governmental body or court of competent jurisdiction.

9. **No Boycott of Israel.** To the extent A.R.S § 35-393 through § 35-393.03 are applicable, the parties hereby certify that they are not currently engaged in, and agree for the duration of the Agreement to not engage in, a boycott of goods or services from Israel, as that term is defined in A.R.S § 35-393.

10. **Uyghur Forced Labor Prevention Act (UFLPA).** Contractor certifies that it does not currently, and during the term of this Agreement, will not use:

a. the forced labor of ethnic Uyghurs in the People's Republic of China;

b. any goods or services produced by the forced labor of ethnic Uyghurs in the People's Republic of China; and

c. any contractors, subcontractors or suppliers that use the forced labor or any goods or services produced by the forced labor of ethnic Uyghurs in the People's Republic of China.

11. INTENTIONALLY OMITTED.

12. **Notices.**

12.1 A notice, request or other communication that is required or permitted under this Agreement (each a "Notice") will be effective only if:

a. The Notice is in writing; and

b. Delivered in person or by overnight courier service (delivery charges prepaid), certified or registered mail (return receipt requested).

c. Notice will be deemed to have been delivered to the person to whom it is addressed as of the date of receipt, if:

(1) Received on a business day before 5:00 p.m. at the address for Notices identified for the Party in this Agreement by U.S. Mail, hand delivery, or overnight courier service; or

(2) As of the next business day after receipt, if received after 5:00 p.m.

d. The burden of proof of the place and time of delivery is upon the Party giving the Notice.

e. Digitalized signatures and copies of signatures will have the same effect as original signatures.

12.2 Representatives.

a. Contractor. Contractor's representative (the "Contractor's Representative") authorized to act on Contractor's behalf with respect to the Agreement, and his or her address for Notice delivery is:

Badger Meter Inc.
Attn: Legal Department
4545 W. Brown Deer Road
Milwaukee, WI 53223

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b. City. City's representative ("City's Representative") authorized to act on City's behalf, and his or her address for Notice delivery is:

Ron Serio, Water Services Director
City of Glendale
7070 W Northern Avenue
Glendale, AZ 85303

With required copy to:

City Manager
City of Glendale
5850 West Glendale Avenue
Glendale, Arizona 85301

City Attorney
City of Glendale
5850 West Glendale Avenue
Glendale, Arizona 85301

c. Concurrent Notices.

(1) All notices to City's representative must be given concurrently to City Manager and City Attorney.

(2) A notice will not be deemed to have been received by City's representative until the time that it has also been received by the City Manager and the City Attorney.

(3) City may appoint one or more designees for the purpose of receiving notice by delivery of a written notice to Contractor identifying the designee(s) and their respective addresses for notices.

d. Changes. Contractor or City may change its representative or information on Notice, by giving Notice of the change in accordance with this section at least ten days prior to the change.

13. Entire Agreement; Survival; Counterparts; Signatures.

13.1 Integration. This Agreement contains, except as stated below, the entire agreement between City and Contractor and supersedes all prior conversations and negotiations between the parties regarding the Equipment, the Services or this Agreement.

a. Neither Party has made any representations, warranties, waivers or agreements as to any matters concerning the Agreement's subject matter.

b. Representations, statements, conditions, waivers, or warranties not contained in this Agreement will not be binding on the parties.

c. The solicitation, any addendums and the response submitted by the Contractor are incorporated into this Agreement as if attached hereto. Any Contractor response modifies the original solicitation as stated. Inconsistencies between the solicitation, any addendums and the response or any excerpts attached as Exhibit A and this Agreement will be resolved by the terms and conditions stated in this Agreement.

13.2 Interpretation.

a. The parties fairly negotiated the Agreement's provisions to the extent they believed necessary and with the legal representation they deemed appropriate.

b. The parties are of equal bargaining position and this Agreement must be construed equally between the parties without consideration of which of the parties may have drafted this Agreement.

c. The Agreement will be governed by and interpreted in accordance with the laws of the State of Arizona. Venue for any disputes arising under this Agreement shall be Maricopa County, Arizona.

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13.3 Survival. Except as specifically provided otherwise in this Agreement, each warranty, representation, indemnification and hold harmless provision, insurance requirement, and every other right, remedy and responsibility of a Party, will survive completion of the Equipment, or the earlier termination of this Agreement.

13.4 Amendment. No amendment to this Agreement will be binding unless in writing and executed by the parties. Electronic signature blocks do not constitute execution for purposes of this Agreement. Any amendment may be subject to City Council approval.

13.5 Remedies. All rights and remedies provided in this Agreement are cumulative and the exercise of any one or more right or remedy will not affect any other rights or remedies under this Agreement or applicable law.

13.6 Severability. If any provision of this Agreement is voided or found unenforceable, that determination will not affect the validity of the other provisions, and the voided or unenforceable provision will be reformed to conform with applicable law.

13.7 Counterparts. This Agreement may be executed in counterparts, and all counterparts will together comprise one instrument.

13.8 Assignment. This Agreement may not be assigned, either in whole or in part, without first receiving the City's written consent. Any attempted assignment, either in whole or in part, without such consent will be null and void and in such event the City will have the right, at its option, to terminate the Agreement.

13.9 Binding Effect. This Agreement will be binding upon and inure to the benefit of the parties and their respective permitted successors and assigns.13.10 Use of City Name or Trademark. Nothing in this Agreement gives the Contractor any right to use the name, logo, trademark, copyrighted materials or similar identifying features of the City of Glendale in any advertising or publicity without obtaining the prior written consent of the City.

14. Term.

The term of this Agreement commences upon the Effective Date and continues until all Equipment is installed and accepted by the City and all Services are performed to the City's satisfaction, or for a three (3) year period beginning on the Effective Date of this Agreement, whichever is shorter. In the event all tasks required by the SOW, including the installation of the Equipment and performance of all Services has not been completed before the Term expires, the parties may agree in writing to up to three (3) six-month extensions (a total of 18 months) to complete the work in the SOW. For purposes of the Agreement "accepted" means the Contractor has delivered and properly installed the Equipment and all Services have been provided and implemented in accordance with the SOW.

15. Liquidated Damages.

The City, in its sole unreviewable discretion, may assess liquidated damages in the amount of $1,000 per day per violation for any failure by the Contractor to: (i) install the Equipment in compliance with the schedule contained in the SOW; (ii)fail or refuse to provide the Services contracted for under this Agreement or perform them in compliance with the SOW; or (iii) meet any other material provision of the SOW that prevents the Equipment from being fully functional by the agreed upon Project Completion Date. Nothing in this provision, however, waives any right the City may have to seek any other damages or remedies available to it under this Agreement, including any damages or remedies for a breach of warranty that may be provided in Section 2.2 above, the SOV or the SOW.

16. Dispute Resolution.

a. Any controversy or claim arising out of or relating to this contract, or the breach thereof, shall be settled by arbitration administered according to the American Arbitration Association's Commercial Arbitration Rules, and judgment on the award rendered by the arbitrator may be entered in any court having jurisdiction thereof.

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b. Contractor agrees that during the pendency of any dispute between the parties, Contractor will continue to perform its obligations until the dispute is settled, instructed to cease performance by the City, enjoined or prohibited by judicial action, or otherwise required or obligated to cease performance by other provisions in this Agreement.

17. Cooperative Use of Contract. This agreement may be extended for use by other governmental agencies and political subdivisions of the State upon the Contractor's mutual written agreement. Any such usage by other entities must be in accord with the ordinances, charter, rules and regulations of the respective entity and the approval of the Contractor and City. For a list of SAVE members, click on the following link: http://www.mesaaz.gov/business/purchasing/save

18. Exhibits. The following exhibits, with reference to the term in which they are first referenced, are incorporated by this reference.

Exhibit A	Schedule of Values
Exhibit B	Scope of Work
Exhibit C	Manufacturer's Equipment Warranties
Exhibit D	RFP Response Workbook

(The remainder of this page left blank intentionally. Signatures appear on the following page.)

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The parties enter into this Agreement effective as of the date shown above.

City of Glendale,
an Arizona municipal corporation

Patrick S. Banger, City Manager

ATTEST:

Julie K. Bower (SEAL)
City Clerk

APPROVED AS TO FORM:

Michael D. Bailey
City Attorney

Badger Meter, Inc.,
a Wisconsin corporation

Signed by:
Shauna Griffin 3/17/2026
C3A58FC66B844DB...

By: Shauna Griffin
Its: Sr. Director - North America Sales

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EXHIBIT A
Equipment Purchase Agreement

SCHEDULE OF VALUES

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Exhibit A - Schedule of Values

City of Glendale, AZ

Customer PO: TBD

ITEM	BMI Description	Unit	QUANTITY PER CONTRACT	TOTAL UNIT PRICE IN CONTRACT - EXCL TAX	ORIGINAL TOTAL EXT PRICE IN CONTRACT EXCL TAX	TOTAL EXT PRICE IN CONTRACT EXCL TAX - w/ Change Orders
	Badger Product (Billed Upon Shipment)					
1	E-Series B-Alloy, 5/8"x3/4"(7-1/2), Thk Wshr, Enc, 4CXN2 ORION, 9D-0.01 Gal, TS-568, SN Yr 9D & PBB, TT-5', BMI STD,	EA	42,741	$ 113.85	$ 4,866,062.85	$ 4,866,062.85
2	E-Series B-Alloy, 1"(10-3/4), Thk Wshr, Enc, 4CXN2 ORION, 9D-0.01 Gal, TS-766, SN Yr 9D & PBB, TT-5', BMI STD,	EA	18,599	$ 141.57	$ 2,633,060.43	$ 2,633,060.43
3	E-Series SS, 1-1/2" EL(13), Enc, 4CXN2 ORION, 9D-0.1 Gal, SN Yr 9D & PBB, TT-5', BMI STD,	EA	1,311	$ 341.55	$ 447,772.05	$ 447,772.05
4	E-Series SS, 2" EL(17), Enc, 4CXN2 ORION, 9D-0.1 Gal, SN Yr 9D & PBB, TT-5', BMI STD,	EA	2,543	$ 470.25	$ 1,195,845.75	$ 1,195,845.75
5	E-Series B-Alloy, 3" RND(12), TP Prsr, Enc, 4CXN2 ORION, 9D-0.1 Gal, SN Yr 9D & PBB, TT-10', BMI STD,	EA	81	$ 1,287.00	$ 104,247.00	$ 104,247.00
6	E-Series B-Alloy, 4" RND(14), TP Prsr, Enc, 4CXN2 ORION, 9D-0.1 Gal, SN Yr 9D & PBB, TT-10', BMI STD,	EA	89	$ 1,584.00	$ 140,976.00	$ 140,976.00
7	E-Series B-Alloy, 6"x18" RND Prsr, Enc, 4CXN2 ORION, 9D-1 Gal, SN Yr 9D & PBB, TT-10', BMI STD,	EA	53	$ 2,376.00	$ 125,928.00	$ 125,928.00
8	EP Only, For Enc, ORION CELL HLD, Thru Ld Instl Kit, TT-8in, Grnd/Ocean-Pause, BMI STD, 24 PACK,	EA	65,746	$ 85.00	$ 5,588,410.00	$ 5,588,410.00
9	IR COMMUMNICATION DEVICE KIT - LTE	EA	4	$ 100.00	$ 400.00	$ 400.00
10	PIPEMINDER-ONE SYSTEM (ACOUSTIC) Including MIU/Battery/Antenna/Charger/Adaptor Kit	EA	10	$ 4,357.40	$ 43,574.00	$ 43,574.00
	Third Party Product (Billed Upon Shipment)					
11	DFWA1CAZ-AF1MT SMALL NHK-LID (15 x 9) - Regular Duty (Tucson Style)	EA	36,500	$ 27.54	$ 1,005,210.00	$ 1,005,210.00
12	DFWA1C-AF1MT SMALL NHK-LID (16 x 9) - Regular Duty (Mag Style)	EA	4,790	$ 27.54	$ 131,916.60	$ 131,916.60
13	DFWA2C-AF1MT SMALL NHK-LID (22 x 14) - Regular Duty	EA	18,185	$ 55.20	$ 1,003,812.00	$ 1,003,812.00
14	DFWA3C-AF1MT SMALL NHK-LID (26 x 15) - Regular Duty	EA	1,326	$ 87.65	$ 116,223.90	$ 116,223.90
15	DFWA4C-AF1MT SMALL NHK-LID (30 x 19) - Regular Duty	EA	2,472	$ 118.00	$ 291,696.00	$ 291,696.00
16	DFWA1CAZ-AF1MT SMALL NHK-LID (15 x 9) - Traffic Rated (Tucson Style)	EA	1,298	$ 27.54	$ 35,746.92	$ 35,746.92
17	DFWA1C-AF1MT SMALL NHK-LID (16 x 9) - Traffic Rated (Mag Style)	EA	152	$ 27.54	$ 4,186.08	$ 4,186.08
18	DFWA2C-AF1MT SMALL NHK-LID (22 x 14) - Traffic Rated	EA	667	$ 55.20	$ 36,818.40	$ 36,818.40
19	DFWA3C-AF1MT SMALL NHK-LID (26 x 15) - Traffic Rated	EA	62	$ 87.65	$ 5,434.30	$ 5,434.30
20	DFWA4C-AF1MT SMALL NHK-LID (30 x 19) - Traffic Rated	EA	72	$ 118.00	$ 8,496.00	$ 8,496.00
21	Nicor Retrofit Vault Kit (8.0VK)	EA	222	$ 102.00	$ 22,644.00	$ 22,644.00
	Installation Labor - Installation					
22	New Meter Exchange/End Point Installation - 5/8"	EA	42,741	$ 54.00	$ 2,308,014.00	$ 2,308,014.00
23	New Meter Exchange/End Point Installation - 1"	EA	18,599	$ 59.00	$ 1,097,341.00	$ 1,097,341.00
24	New Meter Exchange/End Point Installation - 1.5"	EA	1,311	$ 265.00	$ 347,415.00	$ 347,415.00
25	New Meter Exchange/End Point Installation - 2"	EA	2,543	$ 265.00	$ 673,895.00	$ 673,895.00
26	New Meter Exchange/End Point Installation - 3"	EA	80	$ 2,588.00	$ 207,040.00	$ 207,040.00
27	New Meter Exchange/End Point Installation - 4"	EA	89	$ 2,588.00	$ 230,332.00	$ 230,332.00
28	New Meter Exchange/End Point Installation - 6"	EA	53	$ 2,588.00	$ 137,164.00	$ 137,164.00
29	New Endpoint Only Installation	EA	330	$ 37.00	$ 12,210.00	$ 12,210.00
30	Meter Pit Lid Installation - up to 17" x 9" | Std. & Traffic Rated	EA	42,741	$ 4.03	$ 172,246.23	$ 172,246.23
31	Meter Pit Lid Installation - 22" x 14" | Std. & Traffic Rated	EA	18,852	$ 6.33	$ 119,333.16	$ 119,333.16
32	Meter Pit Lid Installation - 26" x 15" | Std. & Traffic Rated	EA	1,388	$ 11.50	$ 15,962.00	$ 15,962.00
33	Meter Pit Lid Installation - 30" x 20" | Std. & Traffic Rated	EA	2,544	$ 11.50	$ 29,256.00	$ 29,256.00
34	Acoustic Leak Sensor/End Point Installation	EA	10	$ 720.00	$ 7,200.00	$ 7,200.00
35	Lid Drilling or Plasma Cutting Existing Metallic Lids (for Vault Set Meters)	EA	221	$ 28.75	$ 6,353.75	$ 6,353.75

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Exhibit A - Schedule of Values

ITEM	BMI Description	Unit	QUANTITY PER CONTRACT	TOTAL UNIT PRICE IN CONTRACT - EXCL TAX	ORIGINAL TOTAL EXT PRICE IN CONTRACT EXCL TAX	TOTAL EXT PRICE IN CONTRACT EXCL TAX - w/ Change Orders
36	Miscellaneous Work - 3/4" and 1" Meter Adapter Couplings, Installed	EA	5,000	$ 63.25	$ 316,250.00	$ 316,250.00
37	Miscellaneous Work - 1" Meter Angle Valve, Installed	EA	500	$ 431.25	$ 215,625.00	$ 215,625.00
38	Accuracy Testing of New Meter (2" and Smaller)	EA	0	$ 34.50	$ -	$ -
39	Accuracy Testing of New Meter (3")	EA	0	$ 184.00	$ -	$ -
40	Accuracy Testing of New Meter (4")	EA	0	$ 207.00	$ -	$ -
41	Accuracy Testing of New Meter (6" or 8")	EA	0	$ 230.00	$ -	$ -
42	Box Installation| Dirt, Grass or Similar - up to 17" x 9"	EA	0	$ 120.75	$ -	$ -
43	Box Installation| Concrete or Hardscape - up to 17" x 9"	EA	0	$ 103.50	$ -	$ -
44	Box Installation| Dirt, Grass or Similar - 22" x 14"	EA	0	$ 155.25	$ -	$ -
45	Box Installation | Concrete or Hardscape - 22" x 14"	EA	0	$ 103.50	$ -	$ -
46	Box Installation | Dirt, Grass or Similar - 26" x 15"	EA	0	$ 207.00	$ -	$ -
47	Box Installation | Concrete or Hardscape - 26" x 15"	EA	0	$ 103.50	$ -	$ -
48	Box Installation | Dirt, Grass or Similar - 30" x 20"	EA	0	$ 207.00	$ -	$ -
49	Box Installation | Concrete or Hardscape - Per Hour - All Sizes	EA	0	$ 103.50	$ -	$ -
50	AMI-Friendly Vault Lid Insert Kit Installation (Nicor or Similar)	EA	221	$ 207.00	$ 45,747.00	$ 45,747.00
51	Excavation: Dirt or Debris below the top of the register	EA	15,000	$ 5.75	$ 86,250.00	$ 86,250.00
52	Excavation: Dirt or Debris above the top of the register	EA	15,000	$ 17.25	$ 258,750.00	$ 258,750.00
53	Box Resetting: Return to flush plane with ground | In Dirt, Grass or Similar	EA	0	$ 74.75	$ -	$ -
54	Box Resetting: Return to flush plane with ground | In Concrete or Hardscape	EA	0	$ 103.50	$ -	$ -
55	Adder for Safety Resources on 2" or Smaller Meters in Confined Space	EA	0	$ 254.00	$ -	$ -
56	Hourly Labor Rate - Small Meter Installer	HR	0	$ 105.00	$ -	$ -
57	Hourly Labor Rate - Large Meter Installer	HR	0	$ 127.00	$ -	$ -
58	Hourly Labor Rate - Field Supervisor	HR	0	$ 138.00	$ -	$ -
59	Hourly Labor Rate - Licensed Plumber	HR	0	$ 190.00	$ -	$ -
	Other Services					
60	MSI Project Management Fee	MO	36	$ 7,820.00	$ 281,520.00	$ 281,520.00
61	Badger Meter Project Management	MO	42	$ 18,356.39	$ 770,968.38	$ 770,968.38
62	WOMS Set Up Fee	LS	1	$ 11,500.00	$ 11,500.00	$ 11,500.00
63	WOMS Integration with Utility Portal	LS	1	$ 46,000.00	$ 46,000.00	$ 46,000.00
64	Warehouse/Storage	MO	36	$ 17,250.00	$ 621,000.00	$ 621,000.00
65	Communication: Mailers	EA	65,746	$ 1.75	$ 115,055.50	$ 115,055.50
66	Communication: Door Hangers	EA	65,746	$ 1.75	$ 115,055.50	$ 115,055.50
67	Call Center Services	MO	36	$ 2,300.00	$ 82,800.00	$ 82,800.00
68	Miscellaneous Work - Meter Appointment Schedule Adder	EA	2,000	$ 23.50	$ 47,000.00	$ 47,000.00
69	Scratch Testing of Service Lines - During Meter Installation	EA	0	$ 17.25	$ -	$ -
70	Scratch Testing of Service Lines - Out of Sequence with Meter Installation	EA	0	$ 31.25	$ -	$ -
71	Scratch & Magnet Testing of Service Line - Full Excavation	EA	0	$ 57.75	$ -	$ -
72	BEACON ENGAGEMENT FEE	LS	1	$ 49,500.00	$ 49,500.00	$ 49,500.00
73	STANDARD BILLING INTEGRATION (NorthStar)	LS	1	$ 15,750.00	$ 15,750.00	$ 15,750.00

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Exhibit A - Schedule of Values

ITEM	BMI Description	Unit	QUANTITY PER CONTRACT	TOTAL UNIT PRICE IN CONTRACT - EXCL TAX	ORIGINAL TOTAL EXT PRICE IN CONTRACT EXCL TAX	TOTAL EXT PRICE IN CONTRACT EXCL TAX - w/ Change Orders
74	ON-SITE, GETTING STARTED W/BEACON AMA	EA	1	$ 3,045.00	$ 3,045.00	$ 3,045.00
75	ON-SITE TRAINING,CUSTOM, ADDIT CONSECUTIVE DAY	EA	3	$ 1,825.00	$ 5,475.00	$ 5,475.00
76	ADVISORY SERVICES - US - ENGINEER (DAY RATE) REMOTE DATA SETUP, ANALYSIS & REPORTING	EA	3	$ 1,200.00	$ 3,600.00	$ 3,600.00
77	FIELD - US - SENIOR ENGINEER (DAY RATE) ONSITE INSTALL AND TRAINING PLUS TRAVEL COSTS	EA	2	$ 1,800.00	$ 3,600.00	$ 3,600.00
78	Interface Design Workshops for: MDM or 3pCEP & MDM and/or 3pCEP Integration (VertexOne)	EA	1	$ 10,238.00	$ 10,238.00	$ 10,238.00
79	Interface Design Workshops for: BEACON Events & BEACON Events Integration	EA	1	$ 7,000.00	$ 7,000.00	$ 7,000.00
80	Bonding	LS	1	$ 120,024.87	$ 120,024.87	$ 120,024.87
81	PR Package - Promotional Content	LS	1	$ 35,000.00	$ 35,000.00	$ 35,000.00
82	Contingency		1	$ 2,606,023.33	$ 2,606,023.33	$ 2,606,023.33
Total				**Total Sell Price per Above**	**$ 29,045,000.00**	**$ 29,045,000.00**

Total Sell Price per Contract - Original	**$ 29,045,000.00**
Total Sell Price excluding Contingency	**$ 26,438,976.67**

Pricing Clarifications

1	Total Ongoing O&M costs (Service Units) will be determined by the number of installed devices at the time of billing.
2	Any fees for professional services that are identified as a "Monthly" fee are based on the estimated schedule. Monthly fees will be levied over the length of the project. If the project is completed ahead of schedule or extends past the anticipated duration, the fees will be charged accordingly.
3	Beginning on September 1, 2026, Badger Meter reserves the right to adjust pricing on all products offered to the City on an annual basis based on increases to the Consumer Price Index for All Urban Consumers, Phoenix Area as published by the U.S. Bureau of Labor Statistics ("CPI") with a base index of January 2025, up to 2.5% increase in CPI each annum.
4	If applicable, sales tax and freight will be calculated based on rates and tax status in effect at the time of invoicing.
5	Acoustic Leak Sensor + MIU Installation is a lump sum and not quoted per unit. Lump sum includes: all required equipment, all cellular communication, and 1st year of software and data subscription, and installation and support services.
6	Some items presented with Quantity 1 are alternate or additional items that have been defined to establish a base price for these services. Change management will be conducted.

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Exhibit A - Schedule of Values

ITEM	BMI Description	Unit	QUANTITY PER CONTRACT	TOTAL UNIT PRICE IN CONTRACT - EXCL TAX	ORIGINAL TOTAL EXT PRICE IN CONTRACT EXCL TAX	TOTAL EXT PRICE IN CONTRACT EXCL TAX - w/ Change Orders
	RADAR Service Units	**Unit**	**QUANTITY PER CONTRACT**	**TOTAL UNIT PRICE IN CONTRACT - EXCL TAX**	**ORIGINAL TOTAL EXT PRICE IN CONTRACT EXCL TAX**	**TOTAL EXT PRICE IN CONTRACT EXCL TAX - w/ Change Orders**
1	RADAR STD ACOUSTICS SERV UNIT - Year 1	EA	0	$ 15.00	$ -	$ -
2	RADAR STD ACOUSTICS SERV UNIT - Year 2	EA	0	$ 15.00	$ -	$ -
3	RADAR STD ACOUSTICS SERV UNIT - Year 3	EA	0	$ 15.00	$ -	$ -
4	RADAR STD ACOUSTICS SERV UNIT - Year 4	EA	0	$ 15.23	$ -	$ -
5	RADAR STD ACOUSTICS SERV UNIT - Year 5	EA	0	$ 15.45	$ -	$ -
6	RADAR STD ACOUSTICS SERV UNIT - Year 6	EA	0	$ 15.69	$ -	$ -
7	RADAR STD ACOUSTICS SERV UNIT - Year 7	EA	0	$ 15.92	$ -	$ -
8	RADAR STD ACOUSTICS SERV UNIT - Year 8	EA	0	$ 16.16	$ -	$ -
9	RADAR STD ACOUSTICS SERV UNIT - Year 9	EA	0	$ 16.40	$ -	$ -
10	RADAR STD ACOUSTICS SERV UNIT - Year 10	EA	0	$ 16.65	$ -	$ -
11	RADAR STD ACOUSTICS SERV UNIT - Year 11	EA	0	$ 16.90	$ -	$ -
12	RADAR STD ACOUSTICS SERV UNIT - Year 12	EA	0	$ 17.15	$ -	$ -
13	RADAR STD ACOUSTICS SERV UNIT - Year 13	EA	0	$ 17.41	$ -	$ -
14	RADAR STD ACOUSTICS SERV UNIT - Year 14	EA	0	$ 17.67	$ -	$ -
15	RADAR STD ACOUSTICS SERV UNIT - Year 15	EA	0	$ 17.93	$ -	$ -
16	RADAR STD ACOUSTICS SERV UNIT - Year 16	EA	0	$ 18.20	$ -	$ -
17	RADAR STD ACOUSTICS SERV UNIT - Year 17	EA	0	$ 18.48	$ -	$ -
18	RADAR STD ACOUSTICS SERV UNIT - Year 18	EA	0	$ 18.75	$ -	$ -
19	RADAR STD ACOUSTICS SERV UNIT - Year 19	EA	0	$ 19.03	$ -	$ -
20	RADAR STD ACOUSTICS SERV UNIT - Year 20	EA	0	$ 19.32	$ -	$ -
	SIM Leak Detection Service Units					
21	SIM LEAK DECTECTION 500BM SERV UNIT - Year 1	EA	0	$ 15.00	$ -	$ -
22	SIM LEAK DECTECTION 500BM SERV UNIT - Year 2	EA	0	$ 15.00	$ -	$ -
23	SIM LEAK DECTECTION 500BM SERV UNIT - Year 3	EA	0	$ 15.00	$ -	$ -
24	SIM LEAK DECTECTION 500BM SERV UNIT - Year 4	EA	0	$ 15.23	$ -	$ -
25	SIM LEAK DECTECTION 500BM SERV UNIT - Year 5	EA	0	$ 15.45	$ -	$ -
26	SIM LEAK DECTECTION 500BM SERV UNIT - Year 6	EA	0	$ 15.69	$ -	$ -
27	SIM LEAK DECTECTION 500BM SERV UNIT - Year 7	EA	0	$ 15.92	$ -	$ -
28	SIM LEAK DECTECTION 500BM SERV UNIT - Year 8	EA	0	$ 16.16	$ -	$ -
29	SIM LEAK DECTECTION 500BM SERV UNIT - Year 9	EA	0	$ 16.40	$ -	$ -
30	SIM LEAK DECTECTION 500BM SERV UNIT - Year 10	EA	0	$ 16.65	$ -	$ -
31	SIM LEAK DECTECTION 500BM SERV UNIT - Year 11	EA	0	$ 16.90	$ -	$ -
32	SIM LEAK DECTECTION 500BM SERV UNIT - Year 12	EA	0	$ 17.15	$ -	$ -
33	SIM LEAK DECTECTION 500BM SERV UNIT - Year 13	EA	0	$ 17.41	$ -	$ -

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Exhibit A - Schedule of Values

ITEM	BMI Description	Unit	QUANTITY PER CONTRACT	TOTAL UNIT PRICE IN CONTRACT - EXCL TAX	ORIGINAL TOTAL EXT PRICE IN CONTRACT EXCL TAX	TOTAL EXT PRICE IN CONTRACT EXCL TAX - w/ Change Orders
34	SIM LEAK DECTECTION 500BM SERV UNIT - Year 14	EA	0	$ 17.67	$ -	$ -
35	SIM LEAK DECTECTION 500BM SERV UNIT - Year 15	EA	0	$ 17.93	$ -	$ -
36	SIM LEAK DECTECTION 500BM SERV UNIT - Year 16	EA	0	$ 18.20	$ -	$ -
37	SIM LEAK DECTECTION 500BM SERV UNIT - Year 17	EA	0	$ 18.48	$ -	$ -
38	SIM LEAK DECTECTION 500BM SERV UNIT - Year 18	EA	0	$ 18.75	$ -	$ -
39	SIM LEAK DECTECTION 500BM SERV UNIT - Year 19	EA	0	$ 19.03	$ -	$ -
40	SIM LEAK DECTECTION 500BM SERV UNIT - Year 20	EA	0	$ 19.32	$ -	$ -

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EXHIBIT B
Equipment Purchase Agreement

SCOPE OF WORK

Docusign Envelope ID: CEDB87F7-204E-44D5-9207-4D61F437C204

Turnkey Project Approach and Proposed Statement of Work
City of Glendale

Prepared By: Badger Meter, Inc – Turnkey Operations (TK-Ops)

Badger Meter

Submitted: Thursday, October 17, 2024
Revised: April 30, 2025

All information herein is proprietary to Badger Meter, Inc. and is disclosed in confidence to recipient only for evaluation purposes approved in advance by Badger Meter, Inc. Recipient agrees not to (1) use such information for any other purpose, (2) disclose any of such information to others, (3) reproduce this document in whole or part and (4) transfer such information to other documentation.

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Document Revision Log

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Rev 0	2024.10.17	• Document Creation	R. Krings
Rev 1	2025.04.30	• Removal of GPS coordinate references • Removal of Indoor Set Meters • Removal of Preinstallation Survey • Clarification of Installer ID and Badging • Placed SSO in 'in scope integrations' • Placed Interval Reads 'in scope' • Clarified testing of meter lids for fit • Clarified scope of line type investigation • Other changes as agreed in negotiation conversations	J. Morrison
Rev 2	2025.10.27	• References to RFP document removed. • Language from RFP included.	E. Larson

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1 Introduction

1.1 Document Introduction

This document details the proposed project plan and serves as the Statement of Work (SOW) that will be delivered by Badger Meter and its project partners to the City of Glendale. This document was prepared in response to RFP 25 – 14/42500014as well as based on further negotiations with the City and its consultant as of the date of revision on the cover page.

1.2 Definitions

Acronym	Definition
AMI	Advanced Metering Infrastructure – the system to be deployed as part of the project to collect, communicate, and analyze the data from water meters and other devices under the umbrella of the system
IP or MSI	Installation Partner – a subcontractor retained by Badger Meter to perform installation work relating to the project. Badger Meter thoroughly vets its installation partners in order to provide the highest possible degree of service to utility customers. Metering Services, Inc. – the installation partner selected by Badger Meter for this project.
MMCO	Mass Meter Change Out – a file generated by the installation partner's WOMS (work order management system – see below) to update the City's operational and billing software with new meter information. Typically, although not exclusively, transmitted as a flat file or .csv.
NTP	Notice To Proceed – a formal document that forms one of the contract milestones and directs Badger Meter to begin performing work.
Billing Vendor	The provider of customer information (CIS) and billing system software used by the City, in this case NorthStar.
Business Day	City of Glendale working days, Monday to Friday (excluding Federal or City holidays).
Calendar Day	One day (24 hours) as measured from one midnight to the next midnight on a given date.
Cycle	A geographic grouping of accounts within the City's service territory. One cycle comprises multiple routes.
Definition of Time	For all milestone and schedule time scales, calendar days will be used to facilitate use across project scheduling software. For all expectations of communication or responsiveness, business days are used.

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Acronym	Definition
Route	A group of accounts in close proximity to one another within a cycle. Typically, these have been created to facilitate meter reading operations. Installations on the project may proceed in a route-by-route fashion for ease of coordination.
WOMS	Work Order Management System – the software platform used by the installation partner to plan and manage the work on the project. the City will have access to the WOMS and will be able to view completion progress as well as installation information for accounts (including photos).
UIR	Utility Intervention Required – a reporting status that indicates action from the utility and/or homeowner is required to remove obstructions and/or resolve issues to permit the successful installation of a new meter. Accounts designated this status by Badger Meter will remain as a UIR for ten (10) business days, at which point this account will automatically be designated an RTU. A UIR may also be resolved by mutual agreement between Badger Meter and the City on a method to address a particular issue.
Cycle	A geographic grouping of accounts within the City's service territory. One cycle comprises multiple routes.

1.3 Introduction to Project, Products, and Partners

Badger Meter will deploy its BEACON® Software as a Service (SaaS) with ORION® Cellular endpoints in an implementation that will cover approximately 65,000 services across the City's service territory. The City's existing metering system is believed to be primarily Badger Meter Recordall® Disc Meters, with an average age of fourteen years. New meters installed will be Badger Meter's E-Series® Ultrasonic Meter.

Installation services in support of the project will be performed by Metering Services, Inc ("MSI") a subcontractor to Badger Meter.

Additionally, Badger will strategically collaborate with VertexOne to include a comprehensive customer portal that fulfills the City's full requirements.

1.4 Project Objectives

The project outlined in the RFP for the City encompasses several key objectives to be achieved. Badger Meter and its project partners are committed to helping the City achieve these objectives, which include:

1. Enhance water conversation initiatives with more advanced water usage analytics.
2. Improve water utility customer experience by providing water usage and billing information more quickly.
3. Improve in-house operations and processes for optimal efficiency.
4. Improve metering accuracy and reduce non-revenue water

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5. Stay current with industry norms and practices.

1.5 Project Assumptions

Based on the information presented to Badger Meter, the following logical assumptions are made about project conditions and constraints that may occur. These assumptions are the foundation of both this SOW and any pricing provided by Badger Meter. Any subsequent changes to or failures of these assumptions may cause required alterations to either or both the project schedule and milestones under Section 2 or the pricing provided for the project[1].

1.5.1 General Project Assumptions

1. All resources assigned to the project by Badger Meter, IP, and the City will be suitably skilled and trained to perform the task(s) assigned to them within the expected timeframe. The expectation is that the City's technical and business staff are familiar with their present operations as they relate to the project's components.
2. The overall project management responsibility for the project, specifically coordination of service, deployment of product and integration rests with Badger Meter TK-Ops. A lead project manager will be identified and assigned to this project based on resource availability at the time the contract is executed. Project managers and/or construction managers from MSI will report up through the lead project manager. The lead project manager will be supported in their management of the project by the project teams as detailed in Section 1.6 of this SOW.
3. The Badger Meter team will conduct the majority of their project work off-site. However, specific project activities (including but not limited to, the project kickoff event, training, and closeout event) will be performed in person. Additionally, the Badger Meter lead project manager shall visit the project site in person approximately quarterly unless otherwise agreed or warranted. During both the pilot and the full deployment phase of the project, full-time staff from IP will be on-site to manage the installation process.
4. Badger Meter has identified its project support team and intended subcontractors. At this time, Badger Meter does not anticipate additional third-party contractors will be required to successfully deliver Badger Meter's scope of work on this project. However, should such entities become necessary due to a change in scope or project conditions that would warrant it, the change management process outlined in Section 7 of this document will be employed to propose the addition of such a subcontractor. Approval for new subcontractors shall not be unreasonably withheld by the City.
5. Subject to scheduling constraints, all project-related meetings are expected to have representatives from the Badger Meter project team, the City, and any consultants.
6. As collaboration and effective communication is a key element of any successful project, the parties mutually agree that they will use good faith efforts to provide approvals and/or

[1] Changes to pricing and/or schedule will be administered per the change management plan in Section 7

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responses on key project artifacts that require them within five (5) business days. If a response within that time frame is not possible, the responding party shall provide a reasonable alternative timeline in which to provide a response. Such artifacts may include requests for information (RFI), change orders, work approvals, or other project decisions. On rare occasions due to other time constraints, a more urgent approval timeline may be necessary and will be clearly marked as such on the request. In such circumstances, the shorter duration shall take precedence unless the responding party indicates that a response in such a time frame is not possible. In that instance, the responding party shall provide a response within five (5) business days.

   i) Pay requests specifically shall be approved as per Section 9 of this SOW.

7. During the installation, atypical conditions may require assistance by the City to support the needs of the project, at no additional expense to Badger Meter. Examples may include reducing water pressure to accommodate difficult installations or collaborating to efficiently respond to emergency situations.
8. Pricing for additional testing of new or removed meters by Badger Meter is not included. Badger Meter provides certified test result files for all meters that it manufactures at the time of shipment. Should the City desire such additional testing, pricing for testing can be provided upon request.
   i) MSI will perform accuracy testing of certain new meters provided under this contract, in an amount not to exceed 0.5% of the total contract number of meters, for no additional fee. Testing in excess of this threshold will incur a per-unit testing fee as outlined in the contractual schedule of values ("SOV"). The City shall be responsible for pulling the meter(s) from the field and delivering them to MSI's testing facility as well as for reinstallation of the meter after testing, including any and all related costs for such activities to deliver meters for testing.
9. With respect to product ordering and order of Materials (as defined below), approval planning will be conducted in accordance with Section 5. Specifically, Badger Meter's lead project manager will submit order plans for approval by the City at regular intervals. The City's approval of such order plan shall confirm the order of quantities and products as stated in the order plan

1.5.2 Assumed Project Conditions

1. The quantities and sizes of meters upon which this SOW is based are acknowledged as the best available estimate. Should the quantities encountered in the field differ, the unit prices for additional products shall remain as presented in the SOV, subject to escalation as prescribed therein.
2. For those accounts designated for retrofit, it is assumed that the existing meters and encoders are AMI-compatible and fitted with a NICOR connector. Retrofit endpoints will be provided with a compatible connector.
   i) Other types of retrofit work, if required, will be added to scope in accordance with the change management process in Section 7.

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3. It is assumed that the City both maintains and will provide Badger Meter with the complete and accurate list of addresses and account information for metered accounts. It is further assumed that this data will be provided at one time, prior to mobilization.
    i) If address information as-provided is inaccurate, leading to MSI being unable to locate services, such services shall be designated UIR for location assistance.
    ii) It is further assumed that this address data as-provided will include indication of which accounts have service guarantees or other conditions that might require appointments.
4. The City and Badger Meter shall review total identified account quantities no less than on a quarterly basis and assess changes in demand against the established contract. If it is determined that the quantity of accounts have changed, the City and Badger Meter shall collaborate to assess adjustments, schedule impact and make a good faith effort to manage product deployment rates
5. It is assumed that the route-read sequence and schedule, as well as blackout periods required for accounts will be provided prior to the installation schedule being finalized.

1.5.3 Installation Assumptions

1. Pricing assumes no prevailing wage requirements
2. The pricing for installation services that has been provided assumes that all meters that are to be exchanged are 'like-for-like', with the same lay length and size, and without major plumbing or excavation work necessary to accomplish the change. Should such work be required, the procedure for its approval shall be as described in Section 5.6.5 of this SOW.
    i) Meter replacement costs in this proposal are inclusive of nuts, bolts, washers and gaskets to properly make a "like for like" connection. Any other components not stated in this scope will be considered outside the scope and the component, and any associated labor, will be added as additional work pursuant to Section 5 or as added as additional scope pursuant to the change management process in Section 7.
    ii) New ultrasonic meters that are to be installed do not require the installation of strainers. If the removed meter has an integral strainer, no new strainer will be installed. If removed meters have external strainers, it will be left in place and cleaned if readily accessible in the pit or vault. Any spooling, flange pieces, adapters or other components to accommodate lay length changes will be provided by the City.
3. All meters in the project scope are assumed to be in the City right-of-way or in a location to which the City is able to assist Badger Meter in obtaining access. As such, any landscaping impediments not placed by the City are assumed to be legal to remove or remediate without the need for extensive replacement.
    i) To the extent commercially viable, Badger Meter and MSI will restore landscaping to its original appearance by replacing removed sod and dirt only. However, pricing is not included to procure or lay new sod or otherwise replant removed landscaping.
    ii) Any account where impeding landscaping originates from or encroaches onto private property will be designated as UIR. The extent of landscaping work performed on private property will be strictly limited to the removal and replacement of sod/earth in

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the normal course of meter replacement. Accounts where landscaping obstructions are extensive (such that they cannot be removed with normal hand tools) will also be designated UIR for the City to assist in coordinating removal.

iii) Concrete replacement work can be performed subject to the following:

(1) The scope includes the use of sack concrete mixed onsite.
(2) An area not to exceed 3' x 3' will be cut out for access to the meter box and repoured level to the existing surface.
(3) Decorative, patterned, or other specialty concrete elements are not included.
(4) Any account with concrete requirements will be billed at an hourly rate – an estimate for the number of hours required will be provided prior to work being performed, and administered via the additional work process in Section 5 or the Change Management process in Section 7.

4. The pricing for installation services assumes a logical sequence of routes and/or cycles is continuously available for work, and that work can be performed in a logical, efficient, and sequenced manner (exclusive of scheduled appointments, revisits, and completing utility-assisted accounts) as prescribed in Section 5. If for any reason beyond the control of Badger Meter, installations are not able to be performed in such a fashion, all work that is impacted and performed 'out of sequence' may be billed at the hourly rate provided until work can recommence in a logical and sequenced manner.

i) The proposal as furnished is based on a five (5) day work week, with installations beginning at 8:00 AM to 5:00 PM local time, unless otherwise agreed ("Business Hours"). However, it is assumed that in the event of lost workdays (e.g., due to weather delays), or to accommodate customer appointment requests, Saturday and/or evening work may be performed to accommodate.

ii) Other than the City's and Federal holidays and/or weather delays, it is assumed that work will continue in a seamless fashion from initial mobilization. If work is substantially interrupted due to circumstances beyond the control of and unforeseeable by Badger Meter, or Badger Meter is directed to stand down or otherwise directed to temporarily cease work by the City and/or an entity having jurisdiction, a demobilization/remobilization fee may be assessed. In the event that such a fee is to be assessed, it shall be in the amount of the actual costs paid by Badger Meter for the demobilization/remobilization, plus an agreed fifteen percent (15%) markup.

iii) Should the City opt to directly purchase meters and perform installations within the accounts assigned to the contracted scope of work, the City shall provide a minimum of ten (10) days' written notice prior to the installation to Badger Meter, to ensure that the sequence plan can be addressed to enable efficient deployment scheduling. For emergency work where 10 days' notice is not possible, the maximum amount of notice possible shall be provided. In addition, any installations by the City on accounts that were assigned as part of the contracted scope of work shall be removed from the Badger Meter's scope of work immediately upon installation by the City. In the event

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that this notice is not provided, a trip fee will be assessed, equal to the cost of the installation less fifteen percent (15%).

5. Installation services to be rendered will be managed and controlled via InfraMap, which provides handheld device functionality, photograph capture capabilities, data management, and work order reporting.Pipe type data will be captured from a visual inspection and magnet test of portions of the connection exposed during routine meter exchange. This service is included in the meter exchange rates. Alternate rates are available to perform additional excavation beyond that which is required for the meter exchange and capture pipe type further upstream or downstream of the meter (but still within the confines of the meter pit). No potholing or excavation beyond the confines of the meter pit is included.
6. Sufficient safety resources for work in confined spaces are included in the installation rate for larger meters (3" or larger). If meters smaller than 3" are found in OSHA-defined confined spaces, the applicable rate in the SOV for additional safety resources will be charged for these accounts.
7. Badger Meter will thoroughly examine the existing meter conditions prior to commencing installation work. Per the procedures set forth in Section 5, work will not proceed in situations where it is reasonable to believe that performing such work will lead to further damage to plumbing or infrastructure and the account will be designated UIR. Photos of the condition will accompany the UIR designation, and the City shall be notified in the normal course of the UIR management process. Any damage caused by Badger Meter or IP while performing installations will be repaired by Badger Meter if the damage is directly the result of negligence. Damage resulting from latently defective infrastructure may be repaired at the provided hourly rate for plumbing repairs, if mutually agreed upon.
    i) Badger Meter's obligation shall be limited to corrective action for breaks *directly* caused by actions taken installers in installing a new meter for an account designated for meter replacement, for no more than 3'-0" before and after connection to the meter, including leaks specifically related to the newly installed meter (e.g. damaged meter, washers, valves). Badger Meter shall not be responsible for breaks or leaks that are inherent or the result of existing conditions or materials in the water infrastructure. This includes, but is not limited to, instances where piping up or downstream may break or weep when water lines are depressurized and repressurized, due to improper maintenance of the system, or due to outside tampering. Furthermore, non-typical conditions, such as major excavation or concrete repair work shall not be considered included as part of the base scope.
        (1) During the RFP process, the City identified that the expected percentage of galvanized pipe in the service territory is minimal Should repair work disproportionately reflect issues with galvanized piping, Badger Meter shall reserve the right to request additional support or considerations.
8. In accordance with the installation practices set forth in Section 5 of this SOW, MSI will make good-faith efforts to locate an external spigot/hose bib/faucet to flush air and sediment from the water line after a meter exchange. If such an exterior tap is not available to the installer,

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or if the account's water is to be left off, Badger Meter and MSI are freed from any liability for damage caused to resident appliances/fittings caused by sediment that cannot be flushed from the line. The WOMS will document whether an account has been successfully flushed and a list of accounts that were not able to be flushed will be maintained.

9. A basic amount of excavation of dirt/debris is assumed to be a normal installation condition for pit-set meter replacement. Accordingly, if the meter couplings are readily visible and accessible to the installer upon arrival, no additional excavation will be charged. If more substantial excavation is required, appropriate unit rates will be charged. Photos will be taken before and after excavation at accounts where this service is performed.
10. Legacy meters removed from customer accounts (the "Removed Meters"), as well as removed legacy AMI radios, meter pit lids, etc., (the "Removed Materials") will remain the property of the City, and the City shall be responsible for scrapping and/or disposing of the Removed Materials and Removed Meters. MSI will quarantine the Removed Meters at the project warehouse for a period not to exceed sixty (60) calendar days (the "Quarantine Period"). After the Quarantine Period, MSI and the City shall coordinate transport of the Removed Meters to the City's disposal bins for disposal. If the City requires storage of the Removed Meters for longer durations, additional storage fees may be assessed.
    i) Subject to mutual agreement, Removed Meters may be delivered to the City at more regular intervals to prevent warehouse overcrowding.
    ii) Removed Materials can be delivered to the City's disposal facilities at any mutually acceptable interval and are not subject to the Quarantine Period.
11. Based on information released by the City to-date, it is assumed that the majority of installations will be performed on residential streets. Traffic cones will be deployed to the front and rear of a vehicle that is parked while servicing 1.5" and larger meters. All installation vehicles will follow parking regulations and posted signs. Installation vehicles are equipped with strobing lights, which will be activated while parked and working.
12. Replacement of existing lids with new AMI-friendly lids is included. If Badger Meter determines that a box or lid is damaged such as to prevent the lid from being reused or replaced, the account will be designated UIR for the City to replace the box or lid or direct Badger Meter to replace at the provided unit price. During preconstruction, criteria that determine what boxes will require escalation for replacement shall be mutually agreed to by the parties. If Badger Meter is directed to replace a box, the City permits Badger Meter and MSI to modify the box to accommodate the installation, if needed.
    i) The City shall procure and furnish sufficient inventory of boxes prior to mobilization to accommodate this replacement
    ii) For new lids to be supplied by Badger Meter, test-fitting will be performed before the City approves ordering of these materials.
13. During preconstruction, a mutually agreeable process for the processing of claims will be agreed. In a situation where a claim is submitted within the agreed criteria, MSI may dispatch a crew member to conduct an assessment of the claim during the same day as the received claim. In the event of an emergency, such as a "water off" event or major break MSI will

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dispatch a crew member in a timely manner and attempt to meet a one-hour response window. Claims designated as outside of scope or warranty may be subject to an agreed upon trip charge, equal to the hourly rate for the resource(s) dispatched with a minimum charge of one (1) hour.

14. Badger Meter reserves the right to repair any work submitted as a claim. Badger Meter and its associated partners will not be liable for costs initiated and incurred outside of its purview, inclusive of any costs directly initiated and incurred by residents of the City.
15. The installation workmanship warranty shall be limited to only those products installed under the prime contract for this project.

1.5.4 Customer Contact and Utility Assistance Assumptions

1. It is assumed that customer contact information will be provided no later than thirty (30) calendar days prior to the earliest date a customer would need to be notified.
   i) MSI will design and mail one (1) pre-installation mailer to each account, where customer contact information has been properly provided, approximately four (4) weeks prior to that account being dispatched. This notification will include a scannable QR code link that directs customers to a FAQ page hosted by MSI.
   ii) A post-installation door hanger will be left after a completed installation with common questions and a follow-up number for issues.
   iii) For accounts that have special needs regarding the momentary disruption of water service, such as commercial, industrial, and institutional customers, the preinstallation mailer will include instructions to contact MSI to schedule an appointment.
      (1) In such situations as many as (3) attempts may be made with varied methods to gain access to a meter or schedule an appointment.
      (2) At least one attempt will occur after hours or during the weekend.
      (3) Attempts shall be documented and shared with the City. Documentation shall be inclusive of account name, account number address, notification method, name of employee conducting attempt and/or reason for service refusal.
      (4) Accounts which cannot be contacted and confirmed after these enumerated attempts will be designated as UIR
2. MSI will operate a dedicated US-based Call Center during the project for the City's customers.
3. It is assumed that less than one percent (1%) of residential (<2") meters are either 'hard to access' or would otherwise require an appointment. Hard to access meters could include, for example, meters locked behind gates, indoor-set meters, or meters obstructed by vehicles whose owners are seasonal residents and not available to provide access.
   i) It is assumed that the City will provide keys or access assistance to locked gates where possible.
4. The UIR process exists to identify and remediate accounts where conditions prevent an installation being completed. Accounts that cannot be installed by MSI will be designated accordingly and the City will be notified of the designation. Examples of situations that may

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cause a UIR designation include: the customer contact plan has been completed but no appointment can be confirmed, a customer refusal of installation, damaged plumbing where MSI determines a meter exchange would risk additional damage, a hazardous condition, abnormal operating condition, unsafe working condition, or other factors as further described in Section 5 of this SOW.

i) The City will address and assist with any account designated as UIR within ten (10) business days of the request.
ii) Accounts which are not addressed within this time frame, or accounts where it is not possible to resolve the UIR situation within an appropriate amount of time will be designated as RTU by Badger Meter and are removed from the project scope.
iii) Pricing allows for up to five percent (5%) of the total accounts to be designated as RTU at no additional cost. For accounts designated as RTU in excess of 5%, the applicable unit installation rate will be charged, less a fifteen percent (15%) discount, to cover the labor costs of the attempts made.

5. Pricing includes revisits to accounts post-installation acceptance (as per Section 5.5.3) of up to one percent (1%) to troubleshoot non-responsive meters and modules. Any revisits to accepted accounts in excess of 1% that are, upon review, found to not be a defective installation will be billed at the provided hourly rate.

1.5.5 Project Integration Assumptions

1. To facilitate the requisite integration work and BEACON onboarding, the following requirements must be met by the City:
   i) A project purchase order (PO) of appropriate value must be prepared and provided to Badger Meter's project manager. Typically, this is the overarching project PO, but may be a separate PO if required by the City.
   ii) If not included in the PO, a formal NTP, must be provided that specifies the project start date.
   iii) The BEACON onboarding information form must be complete and provided to Badger Meter
   iv) At a minimum, 10-20 meters and endpoints must be installed and activated.[2]
2. The process, responsiveness, scope of specific services, and general expectations of software interface design, build, and testing are detailed in Section 6 of this SOW.
3. Integration pricing provided in this SOW and as expanded upon in Section 6 does not include any costs assessed by any of the City's vendors (lump sum, per meter, and/or otherwise) that may be incurred to support integrating the IP WOMS and/or BEACON with the City's system(s). Any fees assessed to Badger Meter or its partners for such integration will be passed through to the City.

[2] Typically, these are installed at the homes of utility employees so as to facilitate follow-up visits or testing. If the utility has an active BEACON portfolio and has ORION endpoints installed, this requirement can be eliminated upon discussion with the Badger Meter project manager

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4. Badger Meter has assumed integration with a single Billing System.

1.6 Proposed Team Organization Chart

As is evident from the organization chart below, the City will be well supported by Badger Meter and its Project Partners. Badger Meter's Project Manager will coordinate directly with the City's project manager and will supervise the project's operations through the safety manager, installation manager, and quality manager. Badger Meter's Contract Manager, Integration Lead, Lead Trainer, and Solution Architect will report through the Project Manager. Additionally, and characteristic of Badger Meter's approach to this project as a partnership, the extended Badger Meter sales team will continue to liaise with and support the City's executive leadership to ensure the solution delivered by the Project Team is exceeding the City's expectations.

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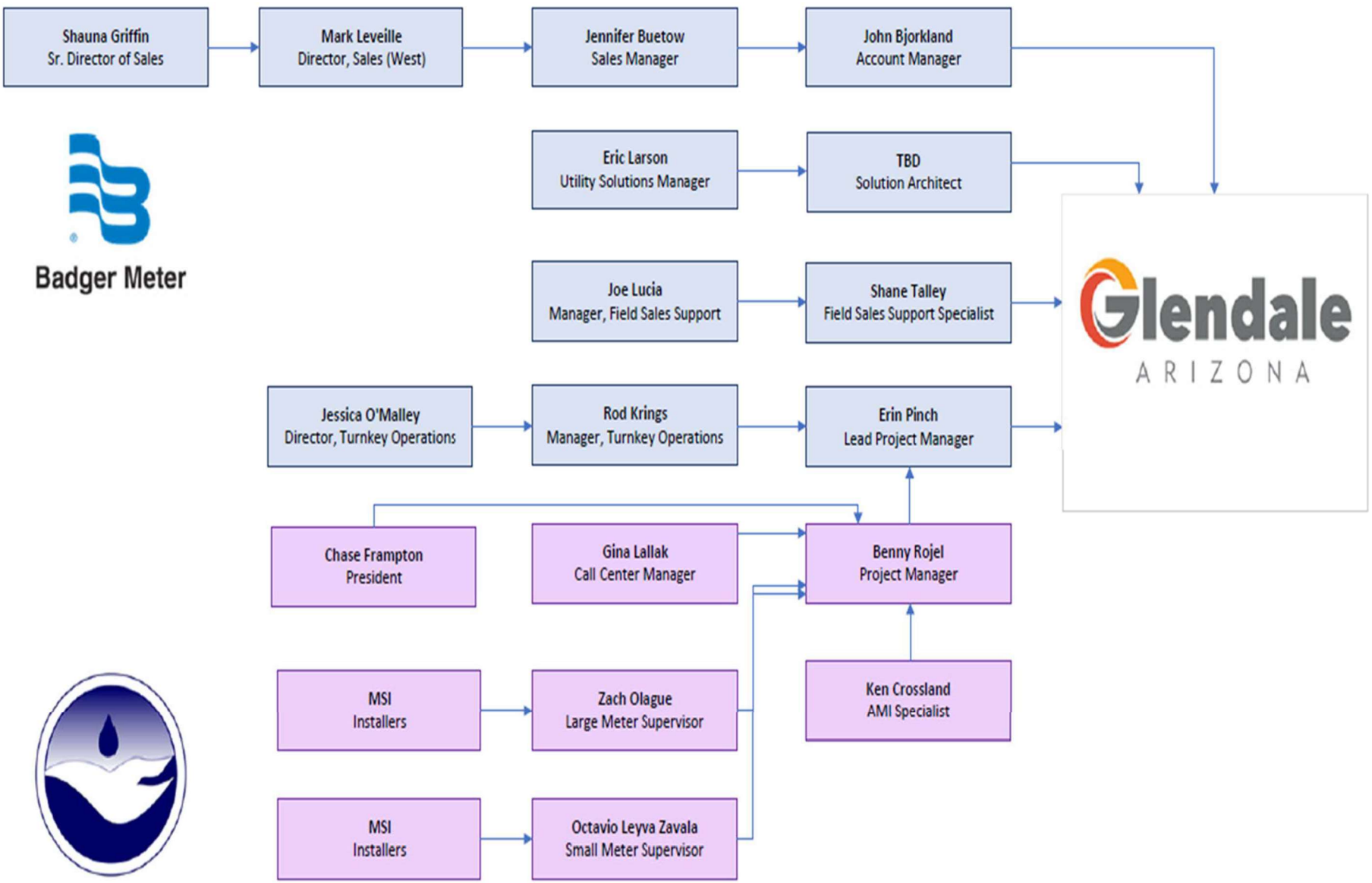

Figure 1: Proposed Organizational Chart

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1.7 Stakeholder Change Management

Over the course of the project, there may occur a circumstance where a stakeholder will depart the project, or where a new stakeholder will join the project mid-stream. This is not unexpected of projects with this number of stakeholders. However, a change in the stakeholders of a project can cause disruption, so a plan to manage the change and to effectively on- and off-board stakeholders is necessary.

What follows in this section is the proposed stakeholder change management plan, which generally takes the form shown in Figure 1.

Figure 2: Stakeholder Change Management Plan (Proposed)

1.7.1 Identify Changing Stakeholder Responsibility

There are two principal types of stakeholder change: temporary (such as a vacation or other leave of absence from the project) and permanent. In either case, the project team will review the changing stakeholder's open project action items in the project Risk, Action, Issues, and Decisions (RAID)[3] log and ensure all are reassigned and accounted for.

While a one-for-one exchange of stakeholders may be preferred, it may not always be possible, and the responsibilities of the changing stakeholder may need to be distributed to several individuals. The purpose of the RAID review is to ensure all those assuming new responsibilities are aware of and accountable for their tasks.

1.7.2 Onboard New Stakeholder(s)

In some cases, a new stakeholder may come to the project having not previously been a part of the project team. In this scenario, it is both practical and necessary to hold a stakeholder transition session. This can take the form of an item on a larger meeting agenda, a dedicated meeting, or an asynchronous document exchange (though asynchronous onboarding is the least preferred). Upon identification of a new stakeholder, the project team, facilitated by the Badger Meter lead project manager, will hold a transition session to bring the new stakeholder up to speed on project developments and milestones both upcoming and previously achieved.

[3] Refer to Section 5.3 of this SOW for additional information about the project RAID log and its role in the project approach.

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1.7.3 Monitor New Stakeholder Engagement

The new stakeholder will be monitored by the project team to ensure that they are able to engage with and successfully deliver their portion(s) of the project. If issues are identified, they will be resolved through additional stakeholder management.

1.8 Project Communication Plan

The project the City proposes to undertake is of key importance and high visibility. Accordingly, there is a need to define the project communication plan to support the project over its lifecycle. This plan is detailed in the table below.

Table 1: Proposed Project Communication Plan

Communication	Audience	Purpose	Timing	Method
Initiation Meeting	All primary stakeholders, project executives	Gather information for project plan	Before project start date	Meeting(s)
Kickoff Event	All stakeholders	Communicate project plans and stakeholder responsibilities	At beginning of project	On-Site
Project Management Meeting	Project Managers, identified stakeholders	Review project progress, tasks, and action items	Biweekly	Meeting
Project Team Meeting	Core Project Team	Provide update on project team efforts, issues, and make necessary decisions	Biweekly[4]	Meeting
Executive Report-Out	Project Executives and Sponsors	Provide high-level project updates and communicate progress to leaders	Monthly/Quarterly	Meeting
Closeout Meeting	Project team, identified stakeholders, executives, sponsors	Review accomplishments and lessons learned, formally close project	At end of project	On-Site
Installation Summary	Project Team	Update completed accounts, RTU accounts, and detail any additional work performed	Weekly	Report

[4] The structure of the Project Management meeting and the Project Team Meeting is that they alternate weekly.

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Communication	Audience	Purpose	Timing	Method
Schedule Updates	Project Team	Update progress against plan, report milestones	As needed or requested	Report
Live Installation Data	Relevant Stakeholders	Detail which accounts have been worked in a given day	Available via WOMS web portal	Report
BEACON Status Reporting	Relevant Stakeholders	Detail communication and read performance of BEACON system	Available via the BEACON platform	Report

Beyond the planned communication laid out in the preceding table, Badger Meter's lead project manager shall provide the City with other periodic additional reporting as requested by the City. The precise content, audience, format, and frequency of said additional reporting shall be agreed at the time of request.

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2 Proposed Project Timeline & Milestones

2.1 Tentative Project Schedule

Based upon the RFP and additional discussions with the City, Badger Meter and its project partners are confident that this project can be completed within the 36-month duration (approximately 1,080 calendar days)[5]. In order to achieve this timeline, the support and sponsorship of the City will be needed.

To that end, Badger Meter and its project partners have prepared a preliminary project schedule and milestone list, as enumerated subsequently in this Section. These are based on the project team's understanding of the work to be completed, forecast resource and material availability, and projected installation rates. However, the project schedule is and will remain a living document. It will be reviewed by the Badger Meter project manager with the City's project manager at intervals suitable to the project's phase and progress and updated regularly. Please see the below Figure 2 for a depiction of the proposed project schedule assuming a Notice to Proceed be received by July 1, 2025.

[5] 30-day months are used for purposes of estimation. Actual duration may vary.

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Task	Start	Finish	Duration	Predecesso...
Glendale, AZ Project Plan	09/01/25	08/17/28	774d	
Phase 1: Project Initiation	09/01/25	10/30/25	44d	
Contract Awarded	09/01/25	09/01/25	1d	
City issues NTP and Project PO	09/09/25	09/09/25	1d	3FS +5d
MSI IT Setup	09/10/25	09/29/25	14d	4
Kickoff event	09/30/25	09/30/25	1d	3FS +20d
BEACON Training	10/15/25	10/16/25	2d	6FS +10d
Project Ordering Plan Submitted	09/12/25	09/12/25	1d	4FS +2d
MMCO Design Workshop	10/03/25	10/08/25	4d	5FS +3d
Software Integration Workshop	10/03/25	10/30/25	20d	9SS
Phase 2: Pilot deployment, Acceptance Testing	10/21/25	02/23/26	90d	
Phase 2a: Pilot deployment	10/21/25	02/04/26	77d	
MSI Project Manager arrives on-site	10/21/25	10/21/25	1d	6FS +14d
Warehouse staging, inventory system setup	10/27/25	11/07/25	10d	13FS +3d
Vehicle fleet received and prepared for deploymer	10/27/25	10/31/25	5d	13FS +3d
Installation Training	11/10/25	11/13/25	4d	15FS +5d
First materials arrive	11/13/25	11/13/25	1d	14FS +3d
Pilot installations (3,254 accounts)	11/20/25	02/04/26	55d	17FS +4d
Phase 2b: System and User Acceptance Testing	02/05/26	02/23/26	12d	
User Acceptance Test Period	02/05/26	02/19/26	10d	18FS +1d
System Acceptance Test Period	02/06/26	02/19/26	10d	20SS
System and User Test Acceptance	02/23/26	02/23/26	1d	21FS +1d
Phase 3: Deployment	02/23/26	07/03/28	616d	
Phase 3a: Mass Deployment	02/23/26	03/31/28	550d	
Full Deployment Installs (62,136 accounts)	02/23/26	03/31/28	550d	21FS +1d
Phase 3b: Completion and sign off	04/10/28	07/03/28	61d	
Substantial Completion of 65,390 accounts	04/10/28	05/19/28	30d	25FS +5d
System Sign off	05/23/28	07/03/28	30d	27FS +1d
Phase 4: Closeout	07/05/28	08/17/28	32d	
Installation wind-down and cleanup	07/05/28	08/01/28	20d	28FS +1d
Inventory Reconciliation	08/03/28	08/04/28	2d	30FS +1d
Final Acceptance	08/09/28	08/09/28	1d	31FS +2d
Closeout Meeting	08/17/28	08/17/28	1d	32FS +5d

Figure 3: Proposed Project Schedule (High-Level Milestones)

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2.2 Project Milestones

Table 3 below notes the anticipated project milestones. The list presented here is neither exhaustive nor final but serves to highlight the milestones that Badger Meter and its project partners have identified based on experience as key in the progress of the schedule. Specific timing thereof will be agreed in the non-schedule refinement process post-award. Some of these milestones are tied to specific billing for services per the schedule of values bid by Badger Meter and are marked accordingly.

Table 2: Proposed Project Milestones

Milestone	Type	Summary	Related Billing
Preconstruction Planning	Meeting(s)	Gather information for kickoff event, perform fit-testing of new lids to be supplied, perform project administration tasks (e.g. sharepoint setup, etc).	
Kickoff Event	Meeting	Multi-day event with workshops and breakout sessions to review scope, educate stakeholders, introduce key personnel, plan for next steps, and build enthusiasm for the project.	Bonding, first month of project management, any mobilization fees, etc.
NTP1	Milestone	Formal notice to proceed with project work issued by the City	
Interface Design	Workshop	Badger Meter-facilitated workshop to review data requirements for integration between BEACON and NorthStar system.	BEACON Engagement Fee
MMCO Design	Workshop	MSI and Badger Meter-facilitated workshop with the City to review interface between WOMS MMCO data and the City applicable Systems (which may include GIS, MDM, etc.). This session does not encompass “Billing Integration” as defined elsewhere in this SOW.	
Interface Test Planning	Workshop	Badger Meter-facilitated workshop to iterate use/test cases and other requirements for testing	
Deployment Planning	Workshop	Badger Meter and MSI facilitated workshop to review schedule, tools and procedures, QA/QC processes, installer training and identification processes, and outreach support during deployment	

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Milestone	Type	Summary	Related Billing
Communication Planning	Workshop	Badger Meter-led workshop to review customer communication strategy and content. Can be conducted in tandem with the deployment planning workshop.	
Training	Training Sessions	Training sessions will be delivered based on the schedule and content agreed between the City and Badger Meter. Refer to Section 8 of this SOW for details.	Training sessions are billable upon delivery
Billing Integration Complete	Milestone	Defined by two (2) successful billing cycles with the BEACON system	
Pilot Completion	Milestone	Completion of installations on 3254 specified accounts for the Pilot and associated testing thereof	
NTP2	Milestone	Notice of acceptance of Pilot deployment and authorization to proceed with full deployment	
Substantial Completion	Milestone	Given by the substantial completion of the full deployment activity and relevant testing	
Project Completion	Milestone	Realized upon completion of the project with system sign-off by the City	

2.3 Schedule Review and Update Plan

As noted previously, the project schedule will be a living document. The project schedule will be maintained in SmartSheet, and can be exported in a format compatible with MS Project, if required. A copy of the schedule will live in the project's document repository[6] and form a key project artifact as the project progresses. At a minimum, the schedule will be reviewed every thirty (30) calendar days or upon a milestone being reached (whichever is more regular) by project management personnel from Badger Meter, project partners and the City. Should more frequent review and/or updating be required based on project conditions or by request of the City, this will be accommodated as is possible.

As a result of each schedule update session, the Badger Meter lead project manager will ensure the necessary amendments to the schedule are made and published to the project document repository.

[6] Refer to Section 4.4 for the proposed document control plan

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3 Project Quality Control Plan

3.1 Badger Meter Product and Processes

Badger Meter prides itself on delivering the highest possible degree of project quality. For Badger Meter, quality begins in the factory where the meters and endpoints will be manufactured. These facilities are all International Standards Organization (ISO) certified to ISO 9001 standards. Each meter manufactured by Badger Meter is tested before shipment for accuracy, and these test results will be provided upon shipment to the City via a meter certification file.

To ensure that installation conditions of the product(s) to be deployed are within expected tolerances and that the product(s) can perform to their standards, training will be offered to installers as part of the Project. Refer to Section 8 for the proposed training plan.

3.2 Installation Data

MSI will be responsible for the proactive management of all project installation data via an electronic management system with automated error-checking. The installation partner is also responsible for the prevention, identification and/or remediation of any data errors that do occur. As such, there will be a quarantine period for installation data to permit QC work to be performed before said data is passed via the MMCO process to the City's systems. The installation data reported for this project is characterized in Section 5 of this SOW.

If any of this data is corrupt, incomplete, or inaccurate, MSI is responsible for identifying in their QC process and, if identified, such issues will be corrected before the data is accepted and the installation can be approved.

3.3 Installation Work

The priority of the project partners and Badger Meter in the execution of all project installations is a minimal disruption to the customers of the City. To achieve this goal and deliver quality installations, the following steps will be taken.

1. All Badger Meter products will be installed according to their respective installation manual, which will be provided to the installers.
2. All meter installation crews will be trained on the products to be installed prior to installation commencing.
3. New installers will have their work 100% physically audited for the first three (3) days after their training is complete. All installers will have a percentage of their work physically audited during the project (typically one to five percent)
4. 100% of installations will be audited via review of the photographs taken during installation.
5. Customers to receive an installation will be notified per the customer communication plan laid out in Section 5.

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6. The installers will reasonably restore the customer's property to its original appearance after work is complete and will document the restoration with before and after photos.
7. Installation contractors will verify communication between an installed endpoint and the BEACON system during their quality control checks, and endpoints that fail to communicate will be remediated as part of the standard QC procedure.
    (a) The City's designated BEACON administrator will grant Badger Meter installation and quality control personnel access to BEACON to facilitate this quality check.

3.3.1 Customer Complaint and Support Procedure

In the event that a customer of the City is unsatisfied with the installation service they have received, the following complaint and support procedure will be followed:

1. During the course of the project, the project partners will operate a customer contact facility dedicated to the project's installation support. This service is not intended to, nor will it supplant any existing customer support infrastructure that the City may have in place. Should a customer raise an issue with the contact center, that issue will be prioritized as follows:

    a. High Urgency (e.g. No Water). The expectation for a high-urgency issue is that an on-site response will be provided within one hour during business hours and as soon as possible in off hours.
    b. Low Urgency (e.g. issues with landscape restoration). Low urgency issues will be resolved on the next installation day.

2. If a customer is not satisfied with the service provided by an installer or the resolution of an identified issue, the following escalation path is proposed:

    1. MSI On-Site Superintendent
    2. MSI Construction/Project Manager
    3. Badger Meter Project Manager

3.3.2 Call Center

This project will be supported with a call center located in the United States. The call center will be responsible for providing customer service, appointment scheduling, managing and recording customer issues and claims. The call center will track and notify the City regarding any customer complaints and issue resolutions. A log of these complaints and issue resolutions will be available via the document library for discretionary access, and customer complaints will be reviewed at regular project management meetings. Reasonable efforts will be made to ensure the log is updated once in each twenty-four (24) hour period.

Competent and friendly, our trained CSRs handle energy consumers with professionalism, both before and after the installation. CSRs use a prepared script for inbound and outgoing calls designed

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to meet each project's needs. Scripts are written by the Call Center Manager and approved by the Utility.

The call center shall be implemented in the following manner:

1. Call Center Functional Requirements Analysis - We will review all needed call center functionality with the City and develop a comprehensive plan to identify what systems are required (dialers, voice response menus, etc.) and the staffing requirements both initially and as a function of time throughout the project duration.
2. Customer Notifications - In conjunction with the City we will recommend marketing materials for approval (collateral pieces/door hangers).
3. Develop/approve call center script and contact numbers - Customer Service Representatives (CSR) use a prepared script for outgoing calls designed to meet each project's needs. Script requirements will be developed and approved by the City.
4. Toll Free Number Provisioning - We will secure a toll-free number dedicated to the City for customer inbound calling.
5. Call Center Staffing – We will review call center functional requirements and allocate or hire experienced call center staff to meet these requirements.
6. Languages – The Call Center shall provide for the following languages:
    a. English
    b. Spanish

3.4 Professional Services

Similarly, the professional services (project management, training, software integration, etc.) proposed by Badger Meter to support the City's project will be of the highest quality. Badger Meter will supply suitably trained and qualified staff for the project. However, if the City is unsatisfied with the services rendered, the following escalation path is proposed to facilitate a resolution.

1. Badger Meter Lead Project Manager
2. Badger Meter TK-Ops Manager
3. Badger Meter Functional/Area Manager
4. Badger Meter Project Sponsors

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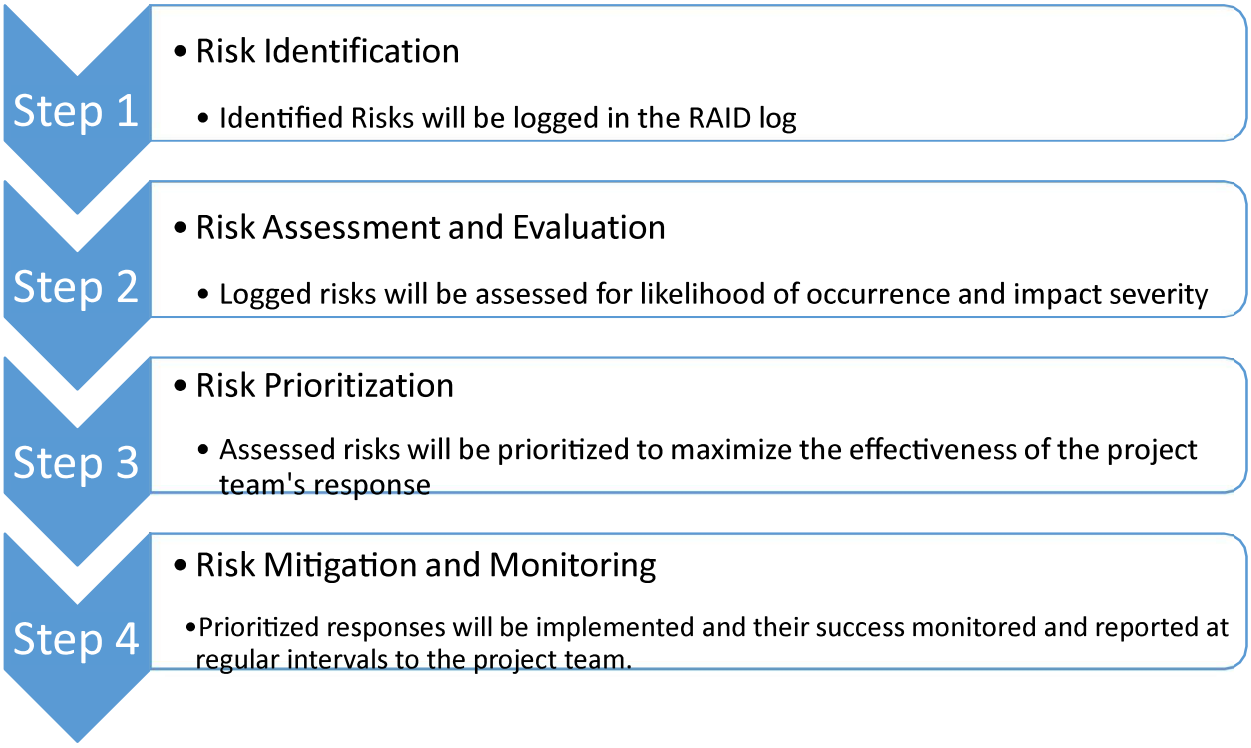
4 Risk Management Plan

All projects are subject to some risk. These risks are events or conditions whose occurrence has the potential to impact a project (that impact could be positive or negative). Risk management is the process by which these risks are identified, logged, assessed, and responded to. The risk management plan that Badger Meter's lead project manager will follow on this project is presented in the figure below, and generally takes the format outlined in the following subsections.

Figure 4: Proposed Risk Management Plan



4.1 Risk Identification

All project team members are empowered to identify potential risks and are in fact encouraged to air concerns about potential risks as early as possible to allow maximum runway for mitigation. Once a potential risk is identified, it will be evaluated by the project team and any other appropriate stakeholders to determine if it is indeed a risk. The evaluation will consider environmental factors, organizational factors and culture, and the project plan. The risk's impact on deliverables, assumptions, constraints, cost, time, resources, and other factors will be considered.

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Identified risks will be housed in the project RAID log[7], which will in turn be housed in the project information repository. The RAID log will be reviewed at regular intervals to monitor the progress of risks and/or risk mitigation efforts.

4.2 Risk Analysis and Prioritization

All risks that are identified will be analyzed based on likelihood of occurrence and significance of impact. Those risks which are the highest on the likelihood/impact scale will be addressed first, while less likely and/or less impactful risks will be prioritized accordingly.

4.3 Project RAID Log

The RAID (Risk, Actions, Issues, and Decisions) log is an essential project management artifact. It will be housed in the project document repository and, like the project schedule, will be a living document that is reviewed and updated consistently. The level of detail for the RAID log will be agreed to by the project parties during its initial implementation.

The general scope of the RAID log in the context of risk management is to identify and centralize the following information:

- Identified Risks
- Triggers of said risks
- Probability of risk occurrence
- Impact of a risk upon occurrence
- Prioritization of risks
- Mitigation strategies
- Owner/Responsible party

If a risk that was identified in the risk log does occur, it is transferred to the issue log with an accountable party and monitored as an issue to be resolved through the project's execution.

The RAID log will be reviewed at regular intervals to ensure that its information is current and applicable. A final review will be conducted at project close to both document lessons learned (for risks that occurred or were successfully prevented from occurring) and to accurately transfer outstanding issues and risks to the operations team.

4.4 Project Document Control

Given the importance of this project to the City, a logical and functional document control plan will be in place. In the experience of Badger Meter, it is most beneficial when the project document repository is owned by the utility. Microsoft SharePoint, Dropbox, or any other widely used cloud storage platform

[7] See Section 5.3

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have been adopted with success in AMI deployments. Badger Meter will maintain and administer the project library during project execution and will coordinate the turnover of that data at project closeout.

The precise document control plan will be agreed to during pre-construction. Some key elements of this plan may include:

1. Document-level revision and versioning logs to indicate the time of update, updating party, and notes on content changes.
2. Defining a list of document templates and making them available on the project library to increase cohesiveness of project documentation.
3. Defining and enforcing naming conventions for documents.
4. Defining and enforcing user roles on document storage sites to restrict editing permissions to only those who need them.
5. Use of a system that is backed up regularly to prevent document data loss.
6. Preferring static document sharing (such as via SharePoint shareable links) to emailing documents.

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5 Proposed Project Deployment Plan

5.1 Ordering of Equipment and Materials

Badger Meter will be primarily responsible for monitoring lead times and the ordering strategy for certain materials for the project, in conjunction with the City project manager(s). These materials include: (i) meters, (ii) endpoints, (iii) meter pit lids and boxes, (iv) hardware (nuts, bolts, washers, gaskets), (v adaptors) and (vi) certain other ancillary equipment that may be needed as agreed to in writing between Badger Meter and the City (collectively, the "Materials").

After the project schedule is agreed to, Badger Meter and its project partners will analyze projected installation rates and survey data (see Section 5.3) to determine quantities of Materials that will be needed for the project and the material ordering plan. Badger Meter's lead project manager shall work with the City project manager(s) pursuant to the change management process stated in Section 7 to update required Materials and Material quantities as needed for the project. Sufficient materials will be ordered to facilitate the agreed installation rates. As a best practice, the parties will attempt to maintain sufficient inventory on hand based on actual production rates. The parties will agree to the specific threshold during preconstruction planning – generally, Badger Meter sees at least thirty (30) calendar days as a threshold for appropriateness.

Based on the projected timeline of installations, roughly 2,000 installations per month will be the expected production rate. Badger Meter's lead project manager will generate and submit for approval the ordering plan for the project at appropriate intervals. This deliverable will include an estimate of both quantity and invoice value for the various scheduled orders. The City will provide approval of the ordering plan prior to each batch of orders being placed. The material ordering plan will be subject to price escalations in line with the notes included on the Project SOV.

Monthly, or at an alternate frequency mutually agreed upon, the plan shall be reviewed by the City's project manager(s) and Badger Meter to ensure that it remains on schedule and adequate for project needs.

5.2 Inventory Management Plan

MSI will operate a warehouse facility during the project duration. Badger Meter will assist MSI in developing a warehouse/inventory management plan that aligns with Badger Meter's best practices. Elements of this plan may include the following:

1. Provide a warehouse of suitable size to house the project's inventory needs, and with appropriate security features to ensure inventory control.
2. Maintain adequate insurance coverage, naming Badger Meter and the City as additional insured parties, for the volume of inventory to be housed in the warehouse.
3. Receive, count, and quarantine deliveries of Badger Meter product as necessary. Digital inventory management software will be used for tracking water meters, lids, and AMI endpoints using barcode scanning for real-time updates.

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4. Record serial numbers of received inventory into the WOMS upon delivery to permit the City to access inventory records via the digital WOMS platform. The IMS and InfraMap Work Order System will work together for accuracy of inventory.
5. Verify the count and condition of deliveries against the packing slip/bill of lading and promptly report variance or damage to Badger Meter for remediation.
6. Utilize barcode scanning to prevent data entry errors in serial numbers.
7. Materials will be prepared for field crews based on the daily work orders, with each item scanned and tracked from warehouse to installation site. Stock of product issued daily to field installation technicians (logging product out) in a "first-in, first-out" fashion.
8. Issue stock from product to the City for self-installation upon request of the utility, using a defined procedure to log which serial numbers have been transferred. Regular audits will ensure accuracy between system records and physical inventory.
9. Once meters and endpoints are installed, technicians will scan the items again to mark them as installed, updating the IMS in real time. Project managers can view inventory dashboards to monitor stock levels, usage rates, and pending deliveries.
10. Reconcile inventory returned to the warehouse nightly against installation records to ensure no inventory is lost in the field.
11. Materials will be stored in designated zones based on meter size and type (residential, commercial), with AMI-compatible lids stored separately to ensure quick access.
12. Perform a weekly physical count and reconciliation of warehouse stock against receiving records and installation records.
13. Both Badger Meter (in its capacity as Prime Contractor) and the City shall have the right to perform audits of the warehouse facility. Where practicable, at least forty-eight (48) hour's notice shall be provided of such an audit.
14. In the event that inventory shrinkage is discovered, Badger Meter shall replace the shrinkage product with new product. MSI shall be responsible for the cost of product lost in its custody.

5.3 Pilot Deployment

As a functional test of the system, procedures, and other elements of the project plan, an initial deployment area will be defined and installed. This installation will serve as a 'dry run' of the planned procedures for the full deployment, and as such will substantially mirror the full deployment plan.

5.3.1 Pilot Scope of Work

The Pilot for the City will encompass approximately 3,245 accounts to be designated by the City. These meters will be identified with the assistance and collaboration of the City so as to provide a representative sample of the meter sizes and locations in the service territory. These installations will follow the same procedures laid out in Section 5.4 below as pertain to customer notification and installation procedures. However, as the Pilot installations may not be confined to a single route, they by necessity may not follow the planned route release and completion structure prescribed for full deployment.

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Additionally, the requisite integrations between and among the WOMS, BEACON and the City's billing/CIS system (NorthStar) will be workshopped, deployed, and tested during this phase so as to prove their concept. For details on the proposed software integrations, refer to Section 6 of this SOW.

Certain key elements of the system may require initial training sessions be provided to the City personnel in order to facilitate their use and evaluation of the system. These sessions will be agreed to as to timing and content between Badger Meter and the City in compliance with the overall training plan for this project as laid out in Section 8 of this SOW.

5.3.2 Pilot Procurement

Once the approximately 3,254 accounts comprising the Pilot are identified, requisite Materials will be placed on order in accordance with the material ordering plan and their estimated lead times advised. The delivery schedule for these products will be monitored and presented in the fashion prescribed previously in Section 5.1.

5.3.3 Pilot Material Handling and Storage

Materials required for the Pilot will be delivered to the project warehouse, which is to be maintained and administered in the manner prescribed in Section 5. It is expected that this facility be available prior to Pilot materials being delivered. However, if due to timing of leases, project conditions, or other relevant factors the formal warehouse is not operational in a timely fashion, MSI shall utilize their local headquarters to facilitate storing the more limited number of Materials for the Pilot.

All provisions of the inventory management plan shall be in effect for the materials for the Pilot as well to facilitate their evaluation.

5.3.4 Pilot Evaluation Period

The 3,245 installations are estimated to take between sixty (60) and ninety (90) calendar days and will be completed within the first year of the project. The overall Pilot period will include sixty (60) to ninety (90) calendar days for integration work, communications planning, and other such necessary precursor elements to evaluate the full deployment plan during the Pilot.

The Pilot shall be in place for a period of at minimum two (2) billing cycles as defined by the City to permit the evaluation of the system.

5.3.5 Pilot Acceptance Criteria

The Pilot shall be subject to the same testing procedures as will apply to the full deployment, to both evaluate the solution and evaluate the test procedures themselves. These testing procedures are as follows:

1. System Acceptance Testing (SAT)

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- SAT will be performed at the conclusion of the Pilot, as well as at the completion of each route of installations[8],and at the completion of the deployment phase.
- For the Pilot, SAT will commence once the prescribed installations for the Pilot accounts have been completed and passed EAT (excepting those which have been affirmed as an exception to EAT by the City. Such exceptions will be remediated during full deployment).
    - If an endpoint has passed EAT, but during the SAT period becomes unable to transmit due to an identifiable temporary obstruction that is not within the control of Badger Meter, such endpoints shall be excluded from SAT calculations for the period they are so obstructed.
- For purposes of acceptance testing only, the criteria for SAT will be as follows, unless otherwise mutually agreed by the parties:
    - At least one successful billing read within each 72-hour period from at least 99 percent of Meters, averaged over a 35-calendar day period.
    - 95 percent success of all interval and billing reads averaged over 35 calendar days by route.
- The 95 percent metric allows for any backfill capabilities up to 48 hours to backfill missed reads over time. Note that the ORION cellular endpoint retains read data for up to forty-one (41) days.The plan for SAT will be iterated and mutually agreed to in the pre-construction planning process for the project.

2. User Acceptance Testing (UAT)

- UAT will be similarly performed at the conclusion of the Pilot and at agreed intervals during full deployment.
- Test plans and cases for UAT as pertain to software are discussed at length in Section 6 of this SOW. Badger Meter will facilitate a workshop for the City staff to collaboratively develop test cases for UAT.

5.4 Full Deployment

Full deployment will substantially mirror the Pilot, as the latter is a test of the former's planned procedures. The procedures herein will detail the expected approach for the meter and endpoint installations necessary to complete the project. Deployment planning workshops during the pre-construction phase will allow the City to review and become familiar with these procedures and provide an opportunity to make reasonable alterations therein to best suit the needs of the project.

[8] Route completion for the purposes of SAT will be defined as 98% of accounts in a route being either installed successfully and submitted for testing and/or mutually agreed as removed from installation scope and returned to the utility. Routes may be released for SAT at a lower percentage if agreed in writing by the project parties.

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The number of crews deployed for installation will be reported by Badger Meter and its project partners to the City as part of the planning process and will be monitored on an ongoing basis to ensure appropriate staffing levels are maintained throughout the project.

5.4.1 Outdoor-Set Meter Installation

For meters less than or equal to 2" in size, outdoor set meter installations will follow the following procedure.

1. All Badger Meter products will be installed in accordance with the appropriate installation manual. Installation manuals will be provided to MSI.
2. For any meter exchange where water service to a resident may be interrupted, the installation crew will knock on the resident's door prior to beginning work to provide them notice that their water service may be interrupted for a brief period.
    i) Should the resident be actively using water (e.g. running the dishwasher or washing machine), the installers shall set a time to return to that resident and complete the installation in a manner that minimizes impact to the resident.
    ii) If the resident does not answer the door, the installer shall approach the meter pit and examine the register to determine if it shows consumption.
3. If consumption is found, the resident is assumed to be using water or have an active upstream leak. A door hanger will be left or agreed to notification methods to communicate that an attempt was made but the installation could not be completed and the account will be designated as UIR.
4. If no consumption is found, then the installer will proceed.
5. If the meter pit is inaccessible (e.g. in a scenario where a vehicle is parked over the pit), a door hanger will be left indicating the attempt was made and the account will be designated as UIR.
6. The installer will examine the meter pit to determine if installation can be completed.
    i) If the meter box is damaged, work will not proceed. Refer to Assumption 1.5.3.14, previously.
    ii) If the meter pit is flooded or filled with dirt/debris, these will be remediated. Excavation is subject to the relevant assumptions in Section 1.5.3. Removed dirt or pumped-out water will be properly disposed of.
    iii) If the meter setting and surrounding plumbing/valves is visibly defective or damaged such that there is reasonable confidence that damage will be exacerbated by an installation, work will not proceed, and the account will be designated as UIR.
    iv) If there are plumbing irregularities (e.g. meter installed backwards, disconnected, by-passed, etc.), work will not proceed and the account will be designated as UIR.
7. The installer will locate a shut-off valve (curb stop) to temporarily turn off service for the installation. If no curb-stop can be located, work will not proceed. If the curb-stop is nonfunctional or broken, work will not proceed. In either scenario, the City will be notified of the inability to disconnect service. In no scenario will a crimp be used to restrict water flow in lieu of a valve. The City will be responsible for replacing defective shut-off valves.

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i) Through the RFP process, it was cited that shut-off valves are generally located within the meter boxes.

8. If the installer finds that an account is in an off state at the curb stop upon arrival, work will proceed. The account will be left in the same state it was found (i.e., water will be left off if it was found off). This may preclude a line from being flushed.
9. The existing meter will be removed and replaced with a new meter, subject to previously enumerated assumptions for what constitutes a like-for-like meter exchange. Reasonable care shall be taken to prevent the intrusion of dirt into the service line.
    i) If ancillary components not enumerated in the assumptions in Section 1.5.3 are required to complete an installation, the City shall supply such components and a price for the additional work shall be approved as per Section 5.5.14 and Section 7.
10. The new endpoint will be connected to the meter and mounted per the procedure for endpoint installation laid out in Section 5.5.3
11. Any removed items (lids, meters, etc.) will remain property of the City and will be handled in accordance with the assumptions stated in Section 1.5.3-12, previously.
12. The installer will restore water service (if service was on upon arrival) by opening the shut-off valve. Upon restoration of service, the installer will attempt to flush the service line using an external hose bib or spigot to remove air and incidental debris.
    i) If no such device exists, or if no such device is accessible to the installer, the installer will knock on the door and ask the resident to open the bathtub tap to flush the line. Installers will not enter resident homes to perform flushing activities.
    ii) If the resident does not answer or is not home, water service will be restored if water was on upon arrival, even if the line cannot be flushed. In this scenario, a note will be made on the door hanger providing the resident with instructions to flush their line.
        (1) A list of accounts where a flush could not be performed will be maintained in the WOMS.
    iii) Subject to the assumptions in 1.5.3, previously, in either scenario (i) or (ii) where the MSI installer cannot personally perform the line flush and document the flush in the WOMS, Badger Meter and MSI are explicitly released from liability.
13. A door hanger will be left notifying the resident that the exchange has been completed. The door hanger will have contact information should the customer have questions or concerns about their installation.

5.4.2 Indoor-Set Meter Installation

NO INDOOR SET METERS ARE BELIEVED TO BE IN SCOPE. IF AN INDOOR SET METER IS TO BE ADDED TO SCOPE, PROCEDURES FOR ITS INSTALLATION ARE TO BE MUTUALLY AGREED AT THE TIME OF ADDITION, PER THE CHANGE MANAGEMENT PROCESS IN SECTION 7 OF THIS DOCUMENT.

5.4.3 Outdoor-Set Endpoint Installation Procedure

All Badger Meter products will be installed in accordance with Badger Meter's installation manuals. These manuals will be provided to all installers prior to commencing installation work in addition to any installation training that is to be provided. For endpoint installation, best practices include the following:

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1. Work orders for endpoint installation will be dispatched via InfraMap to ensure the work is performed at the correct account and to facilitate tracking of installation records.
2. Endpoints will be mounted through a composite, RF-friendly pit lid (in outdoor applications). This will necessitate a lid change-out in most scenarios.
    - The endpoint will be mounted using Badger Meter's top cap and lock nut to ensure a secure fit.
3. In outdoor applications without a pit lid (generally for larger meters), the endpoint shall be installed either using a mounting bracket or added "buddy box." Pricing for buddy box installations will be estimated on a per-scenario basis and will be subject to SECTION 5.5.5 (additional work) for approval.
4. Endpoints should be installed away from large metal objects to maximize radio-frequency (RF) signal propagation. In vault applications, a non-metal vault lid kit may be installed through a hole drilled by the installation partner, or a 'buddy box' may be used.
5. Endpoints will be activated using the ORION Activation Tool to verify their function and communication with the network. Activation of the endpoint shall be documented via photograph in the WOMS.
6. Endpoint serial numbers will be recorded electronically into the WOMS.

5.4.4 Indoor-Set Endpoint Installation Procedure

NO INDOOR SET ENDPOINTS ARE BELIEVED TO BE IN SCOPE. IF AN INDOOR SET ENDPOINT IS TO BE ADDED TO SCOPE, PROCEDURES FOR ITS INSTALLATION ARE TO BE MUTUALLY AGREED AT THE TIME OF ADDITION, PER THE CHANGE MANAGEMENT PROCESS IN SECTION 7 OF THIS DOCUMENT.

5.4.5 Retrofit Installation Procedure

In a scenario where an ORION® Cellular Endpoint is to be retrofitted onto an existing meter to permit its communication with the AMI system without a full meter exchange being performed, the same provisions from Section 5.5.1a apply to the endpoint installation. Additionally, the following steps will be taken as part of a retrofit.

1. All Badger Meter products will be installed in accordance with their installation manual(s).
2. Work orders for retrofits will be dispatched via an electronic WOMS to ensure work is performed at the correct location and to facilitate tracking of installation records.
3. Upon arrival, installation crews will validate that the serial number and address of the meter in place match the expected meter serial number and address on the work order.
    - If the meter on location differs from the specification expected and the provided retrofit encoder is incompatible with it, work will not proceed without permission from the City.

5.4.6 Large Meter (>2") Installation Procedure

Generally, large meters are associated with commercial accounts that have water usage needs that differ from residential accounts. As such, all large meters will be contacted directly by the installer to schedule an appointment for the meter exchange to prevent water-service interruption from

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disrupting commercial operations. At times, this may necessitate after-hours or weekend work, which will be provided at no additional cost for these appointments. Larger meters that have by-pass functionality set up such that they can be exchanged without interrupting service may not have the same appointment requirements. The large meter installation procedure is as follows:

1. All Badger Meter products will be installed in compliance with the relevant installation manual(s).
2. Given that all commercial customers will be scheduled, the installer will reach out to the identified point of contact for the account to confirm that the scheduled change-out appointment is still suitable via the call center and/or in person visits as applicable.
3. Upon arrival, the installers will inspect the pipe condition of the installation and determine if installation can proceed.

   If the meter setting and surrounding plumbing/valves is visibly defective or damaged such that there is reasonable confidence that damage will be exacerbated by an installation, work will not proceed. Photos will be taken to document the condition, and the account will be returned to the City for inspection. The account may be installed only after such an inspection is complete and authorization is received from the City's project manager.
4. If a by-pass is present, it will be utilized to permit water service to continue for the customer during the exchange.
   - If no by-pass is present, water service will be shut off using the appropriate valve. If the valve is damaged to the point where water cannot safely be shut off without damaging the valve, piping, or meter, work will not proceed and the account will be designated UIR.
5. The meter will be exchanged. Ancillary items such as bolts and gaskets will be exchanged for new material. If additional material (i.e. ground clamps, support brackets, or large valves) are required for the successful completion of an exchange, such items will be provided by the City. The City shall either supply sufficient inventory of such items to MSI such that they are available on the installer's trucks each day as may be required, or the account will be designated UIR until the materials can be provided. For meters located aboveground that are 3" or larger in diameter, MSI will install such additional components within three (3) linear feet of the meter for no additional charge.
6. The endpoint will be installed per the endpoint installation procedure specified in Section 5.5.1a.
7. The installer will coordinate flushing the line with the point of contact on the account.
8. The installers shall quarantine removed meters for an agreed-upon period of sixty (60) days to allow for rechecks of final reads in support of billing operations.

5.4.7 Vault-Set Meter Installation

For any meter set in a vault, only installation personnel with active confined-space training will be permitted to work on the account. Confined space training will be reinforced not less than monthly at safety workshops and will be further discussed at daily toolbox talks on days when confined space work is to be performed. Given that vault-set meters are typically meters greater than 2" in size, the large meter installation procedure shall be followed with the following additions.

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1. Upon arrival, the installers will inspect the vault and pipe condition of the installation and determine if installation can proceed.
   - If the meter setting and/or surrounding plumbing/valves are visibly defective or damaged such that there is reasonable confidence that damage will be exacerbated by an installation, work will not proceed and will be designated as UIR. Photos will be taken to document the condition, and the account will be returned to the City for inspection. The account may be installed only after such an inspection is complete and authorization is received from the City's project manager.
   - If the vault is flooded with dirt, sand, or water, this will be excavated or pumped out and properly disposed of.
     - If there is a continuous flow of running water into the vault, the account will be designated as UIR as vault repair/maintenance will be required.
   - If the vault is found to be structurally unsound or damaged, the account will be designated UIR for repairs.
2. The meter will be exchanged. Ancillary items such as bolts and gaskets will be exchanged for new material. If additional material (i.e. ground clamps, support brackets, or large valves) are required for the successful completion of an exchange, MSI will install ancillary items within the confines of the meter vault for no additional charge.

5.5 Deployment Administration

5.5.1 Installation Data Collection

The installer will use InfraMap both to dispatch and manage work orders and to record the data as outlined in this section (the "Installation Data). Specific Installation Data collected will include:

1. Account information (Account Number, Address, etc.)
2. Material number of the City for installed materials (if provided/required)
3. Pipe Material (if captured)
4. Serial Number of removed meter (in replacement scenarios) or verification of existing serial number (in a retrofit situation).
5. Final read of old meter (including image)
6. Serial Number of new meter and endpoint, as appropriate.
7. Installation notes
8. Installation time
9. Any reason that an account was returned to the utility or otherwise not completed.

Specific photos will be included in the scope of installation data, namely:

1. Preinstallation/Arrival condition of site
2. Post-Install condition of site
3. Old meter out read
4. Preinstall valve position

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5. Post-install valve position
6. Flow direction indicator on new meter
7. Barcode labels of new meter and endpoint (for serial number capture)
8. Activation of ORION® cellular endpoint.
9. Additional photos may be added by mutual agreement.

All installation data collected will be subject to the quality control plan detailed previously in Section 4 of this document. Installation data that passes quality control will be reported in a file format compatible with automatic ingestion for the City billing software at a frequency agreed by the project parties.

Installation data will be compiled in the WOMS, which the City will retain access to for approximately twenty-four (24) months post-project to facilitate offboarding of data. Offboarding of installation data is to be performed by the City.

5.5.2 Installer Identification and Qualification

All installation technicians shall be suitably skilled and experienced with AMI deployments to support the project. A roster of installers shall be maintained by Badger Meter and its project partners which shall include:

1. Name.
2. Copies of photo identification.
3. Copies of relevant background check information[9].
4. Vehicle information (Make/Model/Plate Number).
5. Other information required by the City.

[9] Background check information will detail what was checked and cleared, not the full details of the background check for privacy.

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Figure 5: Sample Vehicle Branding

Figure 6: Sample Installer Uniform

Installers on the project will wear a branded, standardized uniform, as shown in Figure (5). Additionally, vehicles shall be consistently branded, as shown in Figure (6). Each installer shall further be issued an ID badge (Figure Z) which shall display identifying information such as the Contractor's Name, Employee Name, Employee Title and Photo, and Employee ID Number) or as otherwise mutually agreed. Employees who leave the company shall promptly surrender their badge, and its

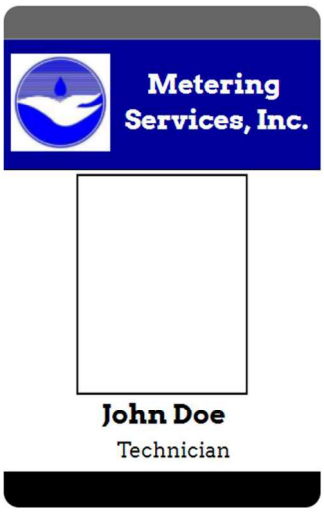

Figure 7: Sample ID Badge

return will be noted on the roster.

The opportunity for the City to review and recommend changes to dress codes, badging, vehicle tags, and other installer identification prior to deployment will be available.

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Installation technicians will be trained on the products they are to install by factory personnel prior to deployment. All installers are expected to receive a minimum of 8 hours of confined space training.

5.5.3 Route/Cycle Release Procedure

To meet the schedule expectations of the project, the procedure to release routes for production needs to be agreed to and upheld. The City has specified 98% completion for a group of routes prior to the next route(s) being opened for work. It is a requirement that multiple routes be worked simultaneously (at minimum, two (2) routes) so that the installation teams may operate efficiently. To support this objective, the following steps will be taken.

1. The first routes for work shall be released a minimum of thirty (30) calendar days prior to the commencement of work. Subsequent route releases should be scheduled and planned in advance such that they can be immediately or near-immediately available upon the substantial completion of a preceding route, or an open route entering blackout.
    - The City may prioritize its routes in an order that suits its objectives; however, Badger Meter shall have reasonable leeway in scheduling these routes in an efficient fashion.
2. A blackout schedule will be agreed upon during the planning process. Work in an open route will cease when that route enters blackout, and work will transition to the next open route. This may result in a route being temporarily incomplete. It is assumed that an adequate number of routes will be released for work to permit the blackout schedule to be accommodated.
    - Once a route that has been partially completed leaves blackout, work will resume in that route at the next available window in the installation schedule, and so on until routes are complete.
3. Installation progress and percentage complete within a route shall be available via the WOMS portal for the City and all project parties to monitor.
4. When a cycle or route reaches 85% completion, a summary of the open work on that cycle or route will be presented at the next team meeting.
5. Once the open in-scope accounts are reviewed, the estimated date of substantial completion for the route/cycle will be identified based on installation rates and project conditions.
6. On that date, if the percent complete for that route/cycle is within 2% of the 98% threshold, the recommendation to begin SAT will be presented.
7. When SAT is recommended, it is expected that the next routes/cycle will be opened to permit work to continue while SAT is performed.
    - Any defects identified during SAT will be added to the list of open work and completed expediently to assist in closing out a given route/cycle.
8. Once installation in a route/cycle is above 98% or approved in writing by the City as substantially complete at a lower threshold due to RTU accounts or other applicable circumstances, SAT can formally begin for that route/cycle.
9. This procedure will be evaluated regularly and may be modified by the project team to better suit project conditions if necessary.

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5.5.4 Customer Notification Procedure

Customer notification for all in-scope accounts will be managed in the following manner:

1. Based on the route/cycle release procedure defined above, the route schedule will be identified.
2. At least four (4) weeks prior to work commencing on a route, a notification will be sent to the customers on that route informing them of the upcoming change-out.
   - The form and content of this notification will be agreed to during the communication development phase of the project and will be approved by the City before use
3. The notification will include a request to contact the installer to schedule an appointment if the customer has access constraints, or special needs for uninterrupted water service.
   - When possible and reasonable, appointments shall be made within a 2-hour window for customer convenience.
   - Changes to scheduled appointments will be communicated, when possible, at least one (1) day prior.
4. Two (2) additional attempts of different media may be made to notify the customer if the customer has identified critical needs.
   - These can take the form of door hangers, phone calls, emails, etc. (provided that contact information can be provided).
   - The form and content thereof will be agreed to during the communication development phase of the project and will be approved by the City.
5. All contact with the customer will be documented, including customer name, account number, address, time of communication, method of communication, contacting party, returned mail (if applicable), and the name of the customer spoken to (if applicable).
6. If a customer refuses an installation, the account will be designated UIR.
7. When installers arrive at a customer's location for a change out, they will knock on the door to inform the customer the work will be occurring, following the procedures laid out previously in this SOW.
8. A door hanger will also be left upon an attempt indicating successful completion or requesting follow up from the customer.

5.5.5 Installation Acceptance

All project installations are subject to acceptance testing as described in this section:

1. Endpoint Acceptance Testing (EAT)
   - Each installed endpoint will be verified by the City as providing a successful read one (1) time in a given twenty-four (24) hour period for seventy-two (72) hours.
   - If an endpoint does not successfully deliver one (1) read in any given twenty-four (24) hours, it will not pass the test and will be returned to the test pool for retesting. Once an endpoint successfully passes all three (3) test periods, it will be added to the baseline for System Acceptance Testing

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- Once endpoints have passed EAT, they will be submitted by Badger Meter for payment of the installation costs associated with them.

5.5.6 Conditional Acceptance

To facilitate timely invoicing and payment of installation work on the project, the procedure below for conditional acceptance of installations will be followed. Conditional acceptance is solely an administrative and procedural step to permit the flow of invoicing processes to proceed. It does not relieve Badger Meter or its project partners from their responsibility to correct deficiencies if they are identified within the warranty period of that installation.

Installation labor will only be invoiced to the City for completed installations that have been inspected and accepted. If, however, after a period of ten (10) business days from the completion of an installation and the transmission of the installation data to the City to begin EAT, no EAT results are communicated to Badger Meter due to delay in performing the testing by parties other than Badger Meter and its project partners, the account(s) in question will be deemed 'conditionally accepted' and submitted for payment pursuant to the process laid out in Section 9 of this SOW.

5.5.7 Additional Work

Installations of new meters and endpoints in support of the project are assumed to be like-for- like and are thus assumed not to require substantial ancillary work. However, situations may arise where such additional work is necessary.

Prior to any such work being performed, the following procedure will be followed.

1. The technician will photograph the conditions that require the corrective work and transmit them via the foreman/supervisor for the installers to the Badger Meter project management team.
2. The Badger Meter project manager will review the additional items included in the contract and determine if a price for the work has previously been agreed.
   - If a price has been agreed, the Badger Meter project manager will work within the agreed budget and approval framework.
   - If no price has been agreed, the Badger Meter project manager will prepare an estimate for the work and submit it to the City project manager for review and approval pursuant to the change management process specified in Section 7 of this SOW.
3. The project manager for the City will review the documentation and approve or reject the additional work. In situations where the work is approved, it will be performed and submitted for payment when the relevant installation labor is approved. In situations where it is rejected, the account will be RTU for the City to correct or self-perform the additional work.

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6 Project Software Deployment and Integration

As part of the preparation for both the Pilot and full deployment, the initial setup and testing of the software interfaces that will support the project must be iterated, tested, and aligned on by the project parties. As specified previously, there are certain key precursors that the City must meet in order to facilitate the work characterized in this section proceeding. Refer to Assumption 15, previously, for these details. Related to this interface development may be training of the City staff – this will be characterized subsequent in Section 7 of this document.

6.1 Customer Portal

Badger Meter will partner with VertexOne to include a comprehensive customer portal. The mobile compatible platform is crafted to empower Glendale's customers to monitor AMI water usage, educate and engage customers with conservation information, complete CIS-integrated online forms, receive and self-manage alerts for leaks and billing, and enjoy streamlined billing through a Paymentus-integrated payment system. The contract for the deployment of this portal shall be directly between the City and VertexOne. Badger Meter shall collaborate with both the City and VertexOne on certain integrations as herein enumerated.

6.2 BEACON Meter Data Integrations

6.2.1 Definitions, Deliverables, and Scope for all Meter Data Integrations

6.2.1.1 Definitions

"Meter Data Integrations" refers to the processes by which meter data is handled, passed, transformed, transmitted, received, etc. from one system to another.

"Point of Integration" refers to the passing of a specific data type from a source system to a destination system – e.g. the passing of Billing Reads from BEACON® to the Department's CIS/Billing System. Each Meter Data Integration that is to be performed may include multiple Points of Integration, as outlined in the subsequent subsections of this document. However, if additional Points of Integration are added to scope for a Meter Data Integration, additional and/or accompanying part numbers may be required. All deliverables for each Point of Integration must be identified in this SOW and will be defined in the respective Interface Design Document created during the respective workshop.

"Interface Design Workshops" refer to convened working sessions with representatives from Badger Meter, the Department, and the Department billing, CIS, MDMS, or other data system vendors to iterate solutions for Meter Data Integration(s). Each Meter Data Integration in scope is associated with a specific part number from Badger Meter for a specific Interface Design Workshop. With respect to Interface Design Workshops, please note:

- If the "Interface Design Workshops" part number is the only part number in scope for the Point of Integration, then the Interface Design Documentation will be the sole deliverable

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from Badger Meter for that point of integration. As such, the BEACON customer will be responsible for orchestrating the data transfer into or out of BEACON; BEACON will not push or pull data to or from an external system without a defined deliverable to do so.

- If there is an additional/accompanying part number for the given Point of Integration for BEACON to orchestrate the data transfer, such as a Scheduled Report (as defined in 7.2.3 below), the development of this Scheduled Report and orchestration of the data transfer will be deliverables from Badger Meter.

"Interface Design Documentation" is the output of a specific Interface Design Workshop that documents how a Meter Data Integration will be implemented as described further below.

6.2.1.2 Interface Design Workshops Description and Deliverables

The Badger Meter BEACON interface team will participate in integration design workshops and provide BEACON integration support. Interface design workshops are collaborative working sessions to define the data exchange between BEACON and the BEACON customer's MDMS (Meter Data Management System), CIS (Customer Information System), WOMS (Work Order Management System), or other system. The product of the interface design workshops is mutually agreed upon systems integration design documentation. Badger Meter can provide sample interface design document templates, but the teams will decide and mutually agree upon the format and style of the interface design documentation during the project. Unless otherwise specified, the team owning the destination system is expected to lead the integration design workshops. In most cases, notably except the "Accounts and Assets" interface design workshop, this would be the BEACON customer or BEACON customer's third-party vendor leading the workshop. Each workshop is typically scheduled for 1-2 hours between Badger Meter and the BEACON customer.

Each named "Interface Design Workshops" workflow provides for defined Points of Integration. Each of these workflows should be a line item in the project plan and have an associated part number in the Schedule of Values (SOV). Data transfer or functionality design outside of the included points of integration may incur additional effort requiring additional scope(s) of work.

6.2.1.3 Scope for Meter Data Integrations

The following scope definitions apply to all Meter Data "Interface Design Workshops" projects.

6.2.1.3.1 Project Team

This scope of hours may require the involvement of and be consumed by multiple Badger Meter departments such as, but not limited to, TK-Ops, Strategic Software Services, Software Marketing or Software Engineering. The Badger Meter team will notify the BEACON customer if an overrun situation is deemed possible and a mutually agreed-upon plan will be implemented to cover additional efforts. The BEACON customer will be provided with details of hours usage upon request.

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6.2.1.3.2 Project Hours

The total work hours for each Point of Integration are quoted as a lump sum up to forty (40) hours. Given that this project includes two (2) Points of Integration – namely, accounts and assets and billing reads - a total of 80 hours are allocated to the integration effort on this project. If this threshold is reached either for a single Point of Integration or for the project in total, Badger Meter will provide a log of work hours performed to the BEACON customer along with root-cause analysis for reaching the threshold without completing the integration. At this point, any outstanding work will be identified and an hourly rate to complete the work will be agreed upon between the BEACON customer and Badger Meter before work shall continue. With respect to calculation of the hours, all deliverables as described in Section 6.2 are counted towards the total hours. All the deliverables under “Additional Interfaces" are not counted towards the total hours. If the City elects to utilize any of the Optional Meter Integrations, Badger Meter shall provide an updated total Project Hours to contemplate the additional integrations.

6.2.1.3.3 Completion Criteria

This scope of work will be considered complete when both Badger Meter and the BEACON customer mutually agree that all tasks are complete to satisfaction, or when all hours are consumed, or after three (3) weeks (21 calendar days) of no communication related to this scope of work and no outstanding tasks between those identified as project resources, whichever comes first.

6.2.1.3.4 BEACON Meter Data Integrations Assumptions and Services Not Included

- The BEACON customer must provide knowledgeable resources to execute the statement of work. Training on software fundamentals is not in scope.
- The BEACON customer is expected to understand hardware and environment requirements for making API requests. If the BEACON customer’s system lacks capability, it is the responsibility of the BEACON customer to add this capability at their expense.
- If there is a change in a BEACON customer’s external system and a request fails or dataset needs to be updated, a new scope of work may be required.
- The Badger Meter BEACON interface team will help the BEACON customer troubleshoot the requests and understand the API responses, interpret datasets, and explain BEACON functionality, but cannot assist with or describe the functionality of any non-BEACON systems. The Badger Meter BEACON interface team cannot assist with loading data into a non-BEACON system.

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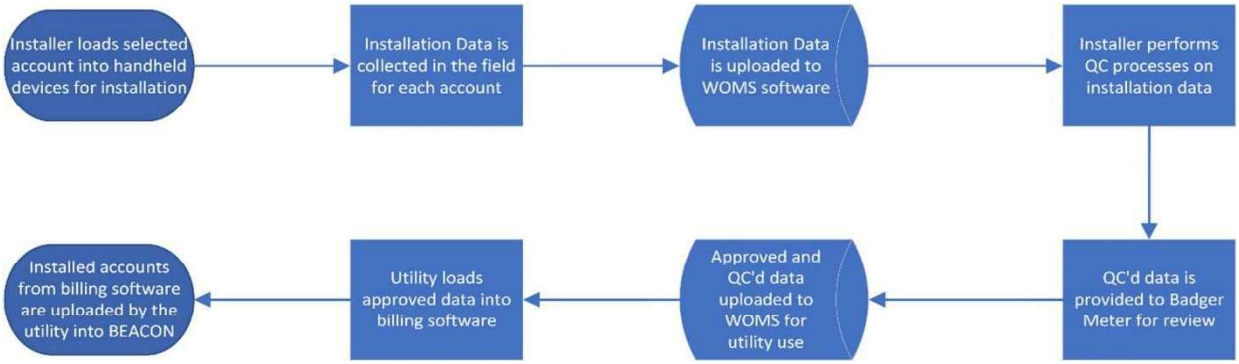
Figure 8: Installation Data Workflow - Standard Operating Procedure



6.2.2 Meter Data Integrations in Scope

6.2.2.1 Interface Design Workshops for: Billing Integration

The "Billing Integration" includes interface design workshops for two points of integration. First, the CIS or MDM must post meter provisioning information to BEACON, known in BEACON as "Accounts and Assets" data. Second, the "Billing Integration" provides for "billing reads" reports to be extracted from BEACON

6.2.2.2 Accounts and Assets

The "Accounts and Assets" integration is critical for BEACON to associate the Endpoint_SN, Account_ID, Location_ID, Service_Point_ID, and Meter_ID data. Also critical in this integration is associating the correct Register_Resolution, Register_Number, and Register_Unit_Of_Measure to each Meter_ID so the meter readings are interpreted with the correct multiplier. This is the responsibility of the CIS or MDMS as the CIS or MDMS is the system of record for this information. Additionally, enriching attributes of each account, location, and service-point can be provisioned in each "Accounts and Assets" record. The full "Data Exchange Specification", which lists all possible attribute fields, is available on the public BEACON help website.

- During the interface design workshops for the "Accounts and Assets" data, the BEACON interface team will provide details for every provisioning field which BEACON accepts. The mandatory fields must be mapped from the BEACON customer's source data to the BEACON provisioning request. Then, the BEACON customer can select which optional provisioning data to include in the request.
- BEACON's native provisioning methodology is the upload of a delimited flat file, known in BEACON as the "Accounts and Assets" file. The BEACON customer must meet this specification. All mandatory and optional attributes for a meter/endpoint/account are in one row of the file.
- The BEACON customer or third-party implementation team must implement BEACON's native provisioning methodology Other methodologies may expand the scope of work.

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- As part of the "Accounts and Assets" integration, the BEACON team will assist in an iterative review of the provisioning data. This will help ensure that meters installed at the time of the integration load into BEACON properly and correctly.
- The Badger Meter BEACON interface analyst will review the "Accounts and Assets" file and detail any corrections which need to be made. The BEACON customer or BEACON customer's billing vendor must make these corrections and provide a new file. This is expected to be an iterative process. For each iteration, all parties are expected to respond within five (5) business days.
- Once all corrections are made, the Badger Meter BEACON interface analyst will approve the "Accounts and Assets" file.
- The approval of the "Accounts and Assets" file and the validation of the dataflow from the BEACON customer's source system(s) into BEACON constitute completion of the "Accounts and Assets" point of integration.

6.2.2.3 Billing Reads

"Billing reads" dictates that each report will have just one data point per meter – the latest meter read available before the date of the report. This is in contrast to an "interval reads" or "range" report, which would have multiple data points per meter in the report. For example, a single meter reporting 15-minute intervals would have 96 datapoints in an "interval reads" report for a range of one day, whereas a billing reads report would only return the latest meter read before the date of the report for each meter. Both types of reports may be defined to contain one, many, or all meters in the BEACON portfolio.

- At a minimum, a billing reads record must contain the meter-ID or endpoint-ID, the read time, and the read. This report can be enriched with other device data or provisioning information.
- The report's schema, parameters, and cadence will be defined and mutually agreed upon in the interface design workshops. Data transfer methodology is defined in both the statement of work and the interface design documentation.
- Loading the billing reads report from BEACON into the CIS or MDMS may take several iterations. For each iteration, all parties are expected to respond within five (5) business days.

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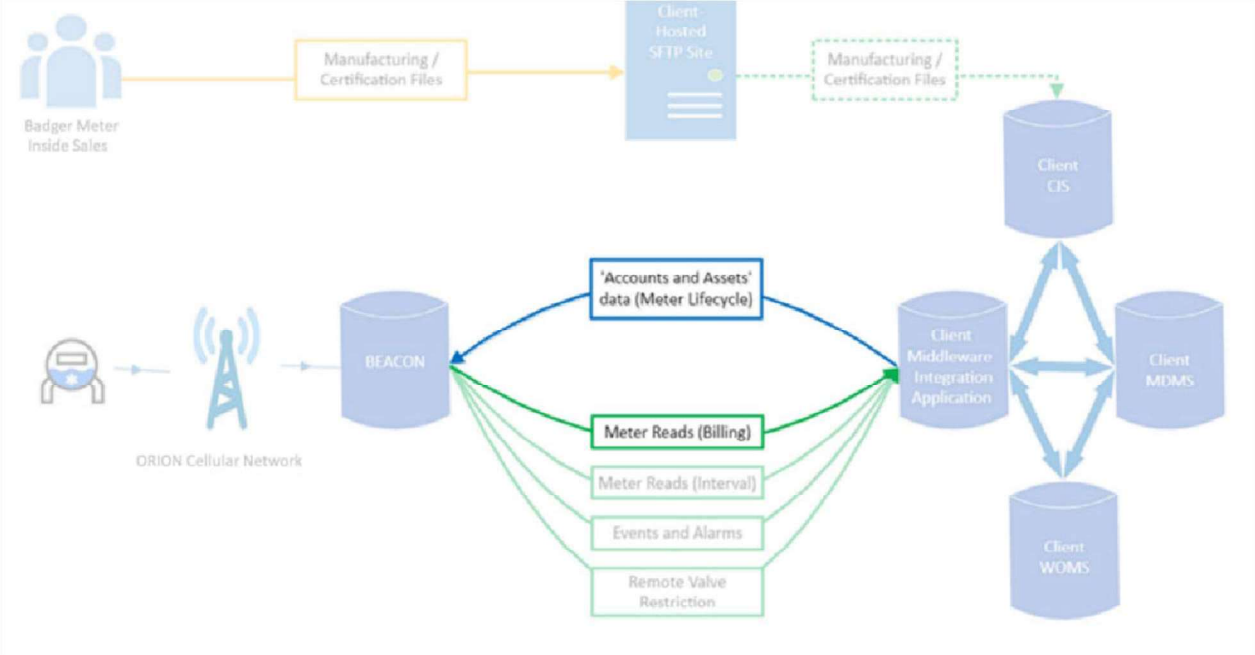
6.2.2.4 Sample Billing Integration Interface Design Diagram



The bold lines are the Points of Integration in scope of this integration.

6.2.3 Interface Design Workshops for: Interval Reads

The "interval reads" (or range reads) integration includes interface design workshops for one Point of Integration: extracting the 15-minute interval AMI data collected by the endpoints. Each report will contain a range of datapoints for each meter in the report.

- At a minimum, an interval reads record should contain the meter-ID or endpoint-ID, the read time, and the read. This report can be enriched with other device or provisioning information.
- The report's schema, parameters, and cadence will be defined and mutually agreed upon in the interface design workshops. Data transfer methodology is defined in both the statement of work and the interface design documentation.
- Loading the interval reads report from BEACON into the CIS or MDMS may take several iterations. For each iteration, all parties are expected to respond within five (5) business days.

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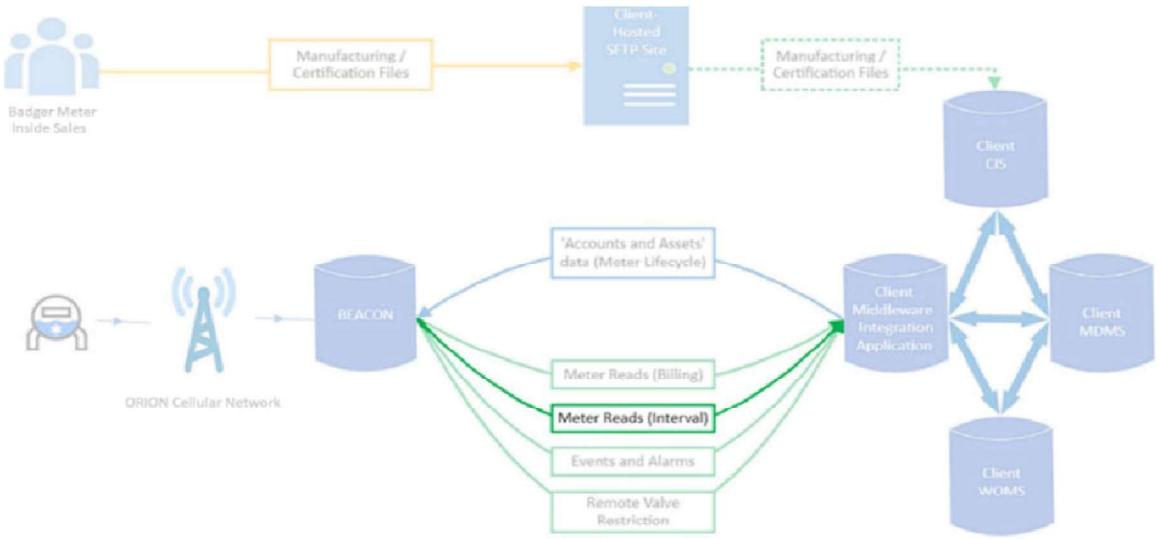
6.2.3.1.1 Sample Interval Reads Interface Design Diagram



The bold lines are the Points of Integration in scope of this integration.

6.2.4 BEACON Single Sign-On (SSO)

Included in the Badger Meter scope of services for this project is the deployment of a single sign- on ("SSO") integration. Badger Meter can implement SSO in different ways depending on the Identify Provider ("IdP") that the City wishes to use. The Badger Meter BEACON Interface Analyst will assist in facilitating the exchange of configuration data with the City's technical team. Subsequently, testing will be performed to ensure the correct communication channels are established between the IdP and BEACON.

6.2.4.1 BEACON SSO Data Requirements

The BEACON team will provide to the City:

- The Certificate and Fingerprint
- Single logout service
- Assertion customer service
- Entity ID

The City must source and provide from their IdP:

- The single logout service URL
- The single sign-on service URL
- The certificate fingerprint decoded using SHA-256 \
- Entity ID

6.2.4.2 BEACON SSO Assumptions and Exclusions

- BEACON SSO supports SAML 2.0 protocol.

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- SP-initiated SSO is encouraged, but BEACON also supports IdP-initiated SSO. SSO claims should be kept to four parameters: role, username, email, and full name. Additional parameters to the claim will extend the scope of work and may incur additional charges.
- BEACON SSO supports the auto-creation of users. If an SSO claim is made for a user which does not currently exist in BEACON, the user will be created.
- BEACON SSO supports custom security roles to be asserted on a per-user basis in the SSO claim. Please note:
    - The security role must exist in BEACON prior to the user logging in via SSO. If an SSO claim is asserted for a user with a security role not defined in BEACON, the user will not gain access to BEACON. In this case, the security role must be created, then the user must be deleted from BEACON. After these two steps are completed, the user will be granted access to BEACON on the next SSO log-in attempt.
    - When a security role changes for a user, the user must be fully deleted from BEACON. After the user is deleted, the new security role will be applied the next time the user logs in via SSO.
    - Cloud APP (BEACON) role management is not supported. Roles must be maintained in the IdP.
- Microsoft Entra ID (previously known as Azure AD) and Okta are common IdPs, but any/all IdPs are supported.
- BEACON supports multiple IdPs implemented for a single utility. However, it may be indistinguishable in BEACON which IdP initialized the SSO User.
- API access requires a native BEACON user—not an SSO user.
    - Typically, one master API user will be configured for this purpose to permit automated API functions while still allowing most user accounts to be via SSO.
- The BEACON SSO only manages access to BEACON itself. Mobile reading platforms, EyeOnWater®, and the ORION® Endpoint Status Checker are separate applications and require separate provisioning.
    - BEACON SSO does not provide for EyeOnWater/EyeOnWater+ SSO. The simplest recommendation for end users to access EyeOnWater is to embed a link to EyeOnWater on the billing portal and then purchase the “EyeOnWater Branding with ‘Pay My Bill’ Link” for users to hyperlink back to their billing portal.
    - Mobile reading platforms require Mobile User licenses and are not covered by BEACON SSO.
- Standard procedure is to implement SSO in a lower environment (BEACON-UAT) before implementing in production.
- Badger Meter will provide guidance, but the BEACON customer is responsible to develop any roll-out plan if required to inform users how to log in via SSO versus the native BEACON login.

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6.2.5 Optional Meter Data Integrations

Badger Meter recognizes the BEACON customer may be considering multiple options for consumer engagement portals and analytics platforms to compliment Badger Meter's offerings as part of their overall AMI solution. Badger Meter has excellent relationships and histories of successful deployments with many complimentary third-party AMI solution providers. The integration architecture required to support third-party solution(s) will vary depending on the structure of the overall solution selected. Badger Meter's EyeOnWater consumer engagement portal and BEACON's powerful analytics capabilities are available to the BEACON customer with no additional integration effort required beyond the "Billing Integration." (A Billing Integration will be required for all scenarios.) To enable a third-party consumer engagement portal and/or most third-party analytics platforms, the BEACON customer would need the "Interval Reads" integration line-item. To enable a Work Order Management system and/or to load device events data into an analytics platform, the BEACON customer would need the "Events and Alarms" integration line item. The relevant sections below detail the scope of work for these integrations if the BEACON customer chooses each option.

6.2.5.1 Interface Design Workshops for: Events and Alarms

The "Events and Alarms" (or device events) integration includes interface design workshops for one point of integration: extracting the meter events and alarms from BEACON.

- At a minimum, a meter events and alarms record should contain the meter-ID or endpoint- ID, a timestamp, and an event identifier. This report can be enriched with other device data or provisioning information.
- The report's schema, parameters, and cadence will be defined and mutually agreed upon in the interface design workshops. Data transfer methodology is defined in both the statement of work and the interface design documentation.
- Loading the events and alarms report from BEACON into the MDM may take several iterations. For each iteration, all parties are expected to respond within five (5) business days.

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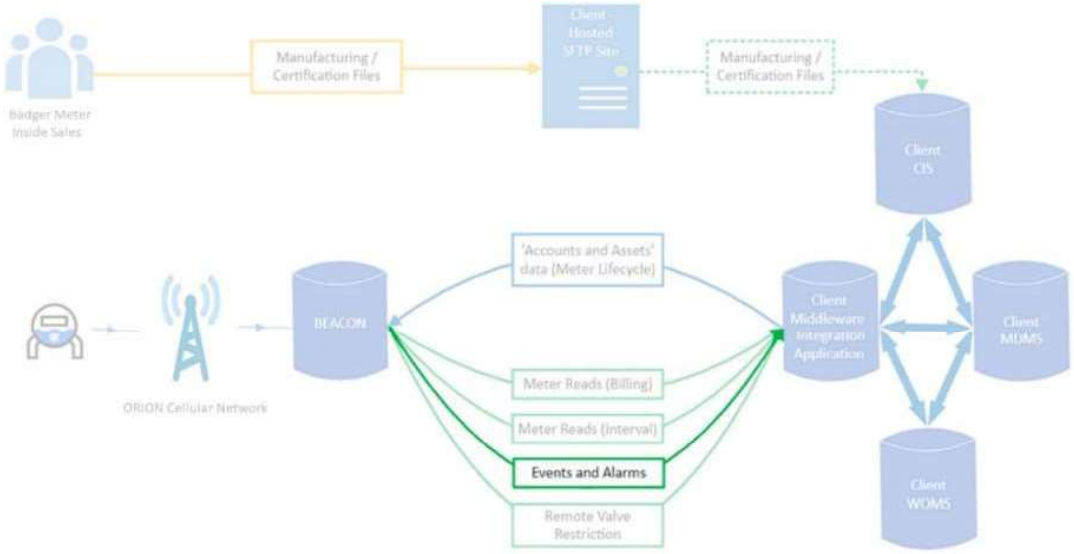
7.2.3.2.1 Sample Events and Alarms Interface Design Diagram



The bold lines are the Points of Integration in scope of this integration.

6.3 Facilitated Interfaces

6.3.1 Mass Meter Change-Out (MMCO)

The MMCO file is a file that is generated by the installation partner that is provided to the City and its billing vendor, NorthStar, in a format agreed upon in the relevant workshop (refer to the milestone chart in Section 3.2). It is imperative for successful system integration that the data passed in this file is accurate both at the time of transmission (the responsibility for which rests with the installation partner subject to the QC plan in Section 4 of this SOW), and at the time of ingestion (the responsibility for which rests with NorthStar). The Badger Meter interface team and project management team will facilitate the interface workshop to develop the MMCO file and provide guidance where necessary.

6.3.2 MMCO Assumptions and Services Not Included

- Badger Meter is only responsible for assistance in scheduling the interface workshop and for providing guidance to the parties related to the MMCO file. The ultimate responsibility for completing this interface rests with MSI, InfraMap, and the City.
  - Insofar as MSI is Badger Meter's subcontractor, Badger Meter retains accountability for their work but is not directly responsible for this interface.
- Badger Meter will not be creating the file and will not be responsible for ensuring correct formatting for ingestion by the City's billing vendor.

6.4 Interface Testing

The objective of testing is to prove end-to-end functionality across all in-scope software functionality. This may include but is not limited to applications of field devices through the communications network to BEACON, WOMS to NorthStar integration, and NorthStar to and from

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BEACON data flows. This ensures that the specified integration requirements are met and that data is accurate and timely. This phase of testing is best executed in a 'sandbox' testing environment to test the MMCO interface, BEACON, customer portal, and billing system hardware and software components.

The table below outlines the high-level responsibilities and objectives for Badger Meter and the project parties to test the various integrations that may be developed over the course of the project. Badger Meter, in many cases, will have frameworks or sample test cases that it can supply as a starting point upon request; however, Badger Meter does not maintain such sample test cases for third-party software that Badger Meter does not develop or maintain. For those instances, Badger Meter will collaboratively develop test cases and/or frameworks with the City and NorthStar.

Table 3: High-Level Testing Responsibilities

• BEACON billing interface requirements and specifications • Review and analyze requested field data. • Work Utility and Billing Vendor on data setup and questions • Help troubleshoot BEACON-related issues and questions. • Provide a sample test plan. • Support test case execution and validation for BEACON	• Billing system test environment and support • Develop test cases for BEACON integrations and use cases (e.g., meter changeout, deactivations) • Verification of physical meter and endpoints • Test case execution and validation of BEACON integrations and use cases. • Execute test cases. • Validate results

6.5 BEACON UAT Environment

BEACON has a User Acceptance Testing (UAT) or sandbox environment available to clients during the development and implementation phase of the project. There are several caveats to this availability, as follows:

- BEACON UAT is synchronized with production roughly once a quarter. This sync will overwrite any change in UAT that is not also made in production. Clients may or may not be notified of sync dates.
- BEACON's internal interface and development teams will also be contemporaneously using UAT for testing. Data stability is not guaranteed in this environment.
- BEACON UAT's system uptime is not guaranteed or beholden to the BEACON SLA as BEACON production is.
- BEACON UAT is not intended for parallel use with production.
- Excessive continued use of UAT after development and implementation may warrant use-case discovery and further negotiation if appropriate.

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- If the City would like to run tests in UAT, this can generally be accommodated. Please make the Badger Meter technical support team aware of the testing goals and expected duration and the interface and development teams will endeavor to avoid making changes during the time.

6.6 Transition to Badger Meter Technical Support

All MDMS functionality projects must have completion and acceptance criteria defined in the "BEACON Interface Deliverables" section. After all integrations are complete, the Badger Meter interface team will remain available to the BEACON customer for the duration of the project, unless otherwise agreed. Once this additional availability expires, subsequent questions and answers must be directed to Badger Meter's technical support group. Support for functionality troubleshooting of non-BEACON systems is not provided by the BEACON helpdesk.

6.7 Additional Interfaces

Additional interfaces not explicitly outlined above in this document are not within the scope or quoted alternates and must be quoted as a separate scope of work.

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7 Change Management Plan

Change is somewhat of an inevitability on projects of the size and duration of AMI deployments. Changes in scope require careful management to avoid disrupting the project. Should a situation arise that begets a change on the project, the following change management procedure will be followed.

7.1 Change Management Team

If a change is identified, it will be reviewed by the following personnel: the TK-Ops Manager, the lead project manager, the account manager, the sales manager, the contract manager, and relevant installation partner and the City's personnel. These individuals will follow a change management workflow as follows:

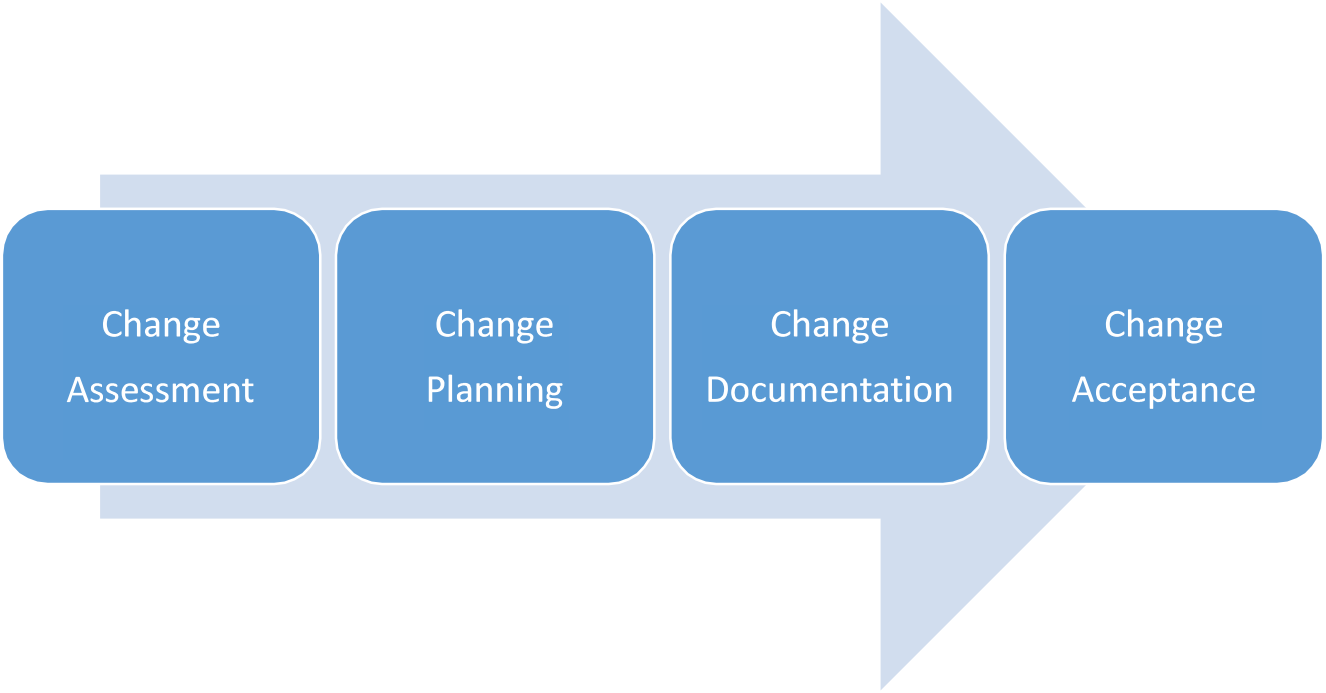

Figure 9: Change Management Plan

- The change will be assessed to determine its impact in terms of cost, schedule, and risk. If the change is within the capacity of the project to absorb, either due to available contingency funds, low to no cost impact, or other project-specific factors, and if the change management team agrees to do so, the change will be absorbed and documented in the project RAID log as a decision.
- If the change cannot be absorbed, a change order will be prepared. A change memo will be prepared first that characterizes cost and time impact for review. If the solution is acceptable, the memo will form an exhibit to the formal change order. This preliminary review helps clearly document and manage the change process.

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- If a proposed change memo is not acceptable in terms of its impact, the change management team will return to the assessment phase and attempt to arrive at alternate solutions that can be planned, documented, and accepted.
- If the change memo is acceptable, the change will be documented by means of a change order signed by the appropriate parties.
- Part of the documentation process will include an assessment of other project artifacts (such as the installation schedule and/or project ordering plan) that may be impacted and the assignment of responsible parties to update them.

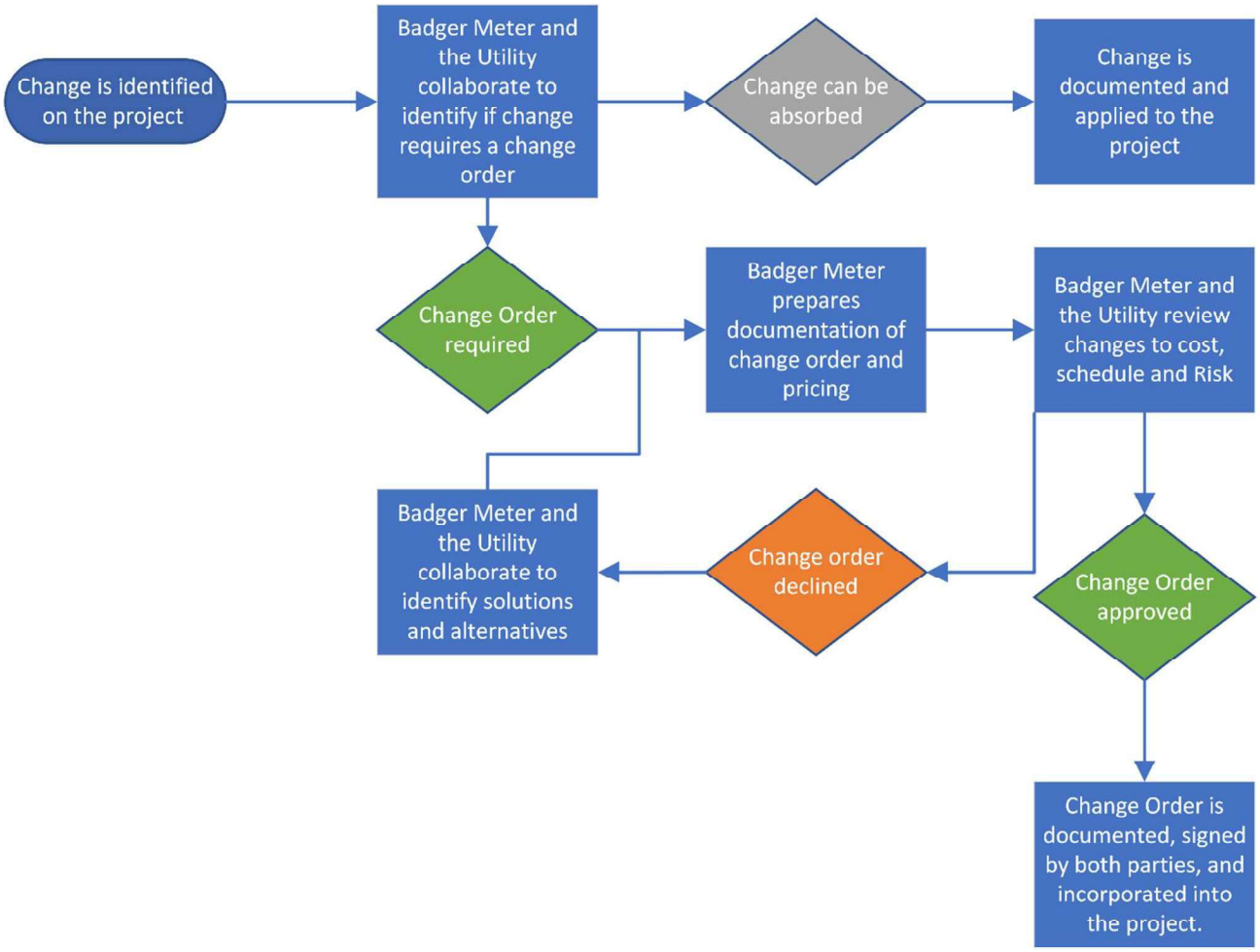

Figure 10: Change Management Workflow Diagram

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8 Project Training Plan

Badger Meter's approach to training is one that is highly tailored to the specific needs of its individual utility customers. To that end, the methodology for training is best understood as "demonstrate, perform, and practice." Trainees can expect to have the first part of a given training session to consist of demonstrations, lectures, and walkthroughs of the product or solution being taught. The second portion of a given session will consist of more hands-on work with the product or solution to better impart the lesson(s) to be learned.

From experience, Badger Meter has found that structuring training around the message of 'a day in the life' is the most effective way to impart the information on trainees. To facilitate this, Badger Meter will engage functional managers of the City's relevant departments to be trained in planning workshops prior to the curriculum for that training session being finalized. In this way, the users being trained are readily able to relate the training to their day-to-day job duties and will typically demonstrate higher retention.

While Badger Meter does not provide training sessions as prerecorded videos (given the preference for highly tailored, 1-of-1 trainings), Badger Meter has no objection to the City recording the training sessions delivered as part of this project for future in-house training sessions.

8.1 General Training Notes

- All training will be conducted on the City's BEACON portfolio and with the City's hardware.
- Training can be conducted in person or via videoconference. Some training (for example, installation training) is best delivered in person, while software-focused training can be more effective over videoconference to allow trainees to participate on their own copy of the software.
- Training sessions can, at the City's discretion, include verbal or written tests to assess the success of the training at imparting knowledge to the trainees. The exact content of these tests will be created by Badger Meter and approved by the City.
    - the City and Badger Meter will determine the course of action if a trainee fails the test.
- Class sizes for training are generally capped at 25-30 attendees to ensure personal attention from the instructor and to permit all attendees the opportunity to ask and have questions answered.
    - Training sessions are provided at a per-unit price in the proposal and can be added to the scope if desired.
- Training documentation, where applicable, will be provided by Badger Meter. All product literature, manuals, and installation documentation are available online at either www.badgermeter.com for product, or www.beaconama.net for the BEACON software platform.
- Training for this project is proposed in the following general phases.

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Table 4: Proposed Training Types and Timings

Training Name	Training Type	General Timing in Project
Introduction to AMI Project Management	Project Management Training	During Initiation
Installation and Product SME Training	Train-the-Trainer	In preparation for Pilot
BEACON SME Training	Train-the-Trainer	In preparation for Pilot
BEACON Technical Staff Training	Technical Training	After Pilot is complete
BEACON Billing Training	Technical Training	Prior to first billing cycle using AMI system
BEACON Operations Training (Incl. EyeOnWater)	Technical Training	After ~30% of installations are complete or prior to EyeOnWater roll-out, whichever is earlier
Refresher Training	Technical Training	As needed within project duration

Badger Meter's approach to training is one that is highly tailored to the specific needs of its individual utility customers. To that end, the methodology for training is best understood as "demonstrate, perform, and practice." Trainees can expect to have the first part of a given training session to consist of demonstrations, lectures, and walkthroughs of the product or solution being taught. The second portion of a given session will consist of more hands-on work with the product or solution to better impart the lesson(s) to be learned.

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8.2 Introduction to AMI Project Management

This session's target audience is the project management team at the City who will be managing the day-to-day operations of the project. It will be conducted early in the project and will consist of

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lessons learned and best practices learned from Badger Meter's long history of AMI deployments. The form of the session will generally be as follows.

8.2.1 Sample Agenda

1. Introduction to AMI Deployments
   - Types of Project Management Used
   - Common challenges to AMI deployment
   - Best practices from AMI deployments passed.
2. Installation Management
3. Inventory Control and Best Practices
4. Working with Badger Meter on self-installation of products
5. "War Games" – scenario-based problem solving of real-world AMI solutions for project management
6. Questions and Answers

8.3 Installation and Product SME Training

This session's target audience is leaders from meter installation and field operations personnel from the City who will be responsible for AMI meter installations and maintenance in support of the system's operations. This training is broken into three parts, each of which has a proposed agenda as follows. As mentioned in Sections 8.0 and 8.1, these agendas are illustrative of general concepts and elements. The City will have final approval of training agendas and materials prior to course administration.

8.3.1 Installation and Product SME Training: Part 1 - Meter School Introduction to Meter School:

1. Overview of BEACON solution for utilities
   - A high-level overview of BEACON and the entire solution being deployed.
2. Endpoint Installation and Activation – Best Practices and Demonstration
   - Demonstration of process to connect, mount, and activate an endpoint.
3. Understanding Meter Application Criteria and Key Terms
   - Review of general meter application and sizing theory.
   - Review of key terminology in use to ensure understanding.
4. Small Meter Technology Options
   - Discussion of the various small meters (<2") that form the solution and their technologies and differences.
5. Small Meter Breakdown and Reassembly Demo
   - Live breakdown and reassembly of a small meter to demonstrate its construction and components.
6. Understanding Ultrasonic Metering Technology
   - Review of ultrasonic metering technology and its application in the solution.
7. Understanding Fire Service Metering Technology

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- Review of how fire service metering can be incorporated into the system.

The approximate duration of this session is four (4) hours but will vary depending on the exact agenda determined by Badger Meter and the City.

8.3.2 Installation and Product SME Training: Part 2 – BEACON Introduction for Operations

Introduction to BEACON for Operations:

1. Overview of ORION Cellular Technology
   - General explanation and demonstration of how endpoints function and interact with the BEACON platform.
2. BEACON Roles
3. The At-A-Glance Page
   - Modules
   - Configuration
4. The Assets Page
   - Review of the various statuses endpoints can have in BEACON, their meaning, and how they move between them.
   - Demonstration of how to track assets as they are added to the system.
5. The Monitor Page
   - Usage and Consumption Graphs
   - Overlays for Temperature and Precipitation data
   - Alarms
   - Account Lookup
   - Favorites and Tags
   - Exporting Data

The approximate duration of this session is three (3) hours, but will vary depending on the exact agenda determined by Badger Meter and the City.

8.3.3 Installation and Product SME Training: Part 3 – Practical Installation Practical Installations

1. Classroom installation practice
   - Demonstrate correct technique and have trainees practice working with the tools and products.
2. In-Field installation practice
   - At appropriate locations, apply installation best practices and install meters/endpoints in the ground.

Depending on the number of installations to be performed as part of this training, the duration can vary significantly. A more refined plan for this session will be presented after it is workshopped with the City.

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8.4 BEACON SME Training

This session will include some similar elements to the session characterized in Section 8.2.2 previously, but the intended audience for this session differs. This session is targeted at the City's technical experts from the customer service and billing groups. As such, it includes more in-depth discussion of features more appropriate to these groups. Like the preceding training, this is a 'train-the-trainer' session intended to facilitate its participants training other employees in the future.

8.4.1 Sample Agenda

The BEACON SME Training includes:

1. Introduction to BEACON Software
2. Steps of a Billing Cycle in BEACON
   - Data import
   - Data export
3. The At-A-Glance Page
   - Modules and their features
4. Users and Roles
5. The Monitor Page
   - Usage and Consumption Graphs
   - Overlays for Temperature and Precipitation data
   - Alarms
   - Account Lookup
   - Favorites and Tags
   - Exporting Data
6. The Assets Page
   - Endpoint status
   - Utility Settings
   - Asset Lookup
7. EyeOnWater Overview

The total duration of this session is typically between three (3) and four (4) hours, depending on the agreed agenda.

8.5 BEACON Technical Staff Training

This session builds upon the concepts in Section 8.4. With the SME trained on the system, they will help lead this session with the Badger Meter trainers. This will also help the SME become more confident in their knowledge and become more effective trainers for the City going forward. The target audience of this session is IT personnel, technical problem solvers, and other similar individuals who are expected to have a high level of command of the BEACON software.

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8.5.1 Sample Agenda

The BEACON Technical Staff Training includes:

1. Introduction to BEACON Software
2. Steps of a Billing Cycle in BEACON
   - Data import
   - Data export
3. The At-A-Glance Page
   - Modules and their features
   - User-level personalization
4. Users and Roles
   - Administrators
   - Permissions
   - Assigning roles
   - Creating new users
5. The Monitor Page
   - Usage and Consumption Graphs
   - Overlays for Temperature and Precipitation data
   - Alarms
   - Account Lookup
   - Favorites and Tags
   - Exporting Data
6. The Assets Page
   - Endpoint status
   - Utility Settings
   - Asset Lookup
7. EyeOnWater Overview
8. BEACON Integrations on this project
9. Open discussion with BEACON staff on technical questions.

This training will require a high degree of care in curating the agenda to ensure that the technical staff derive value from the session. The estimated duration of this training is four (4) hours but could vary depending not only on the agreed agenda but also on the number of questions asked.

8.6 BEACON Billing Training

This session is a focused training session on the role of BEACON within the billing cycle. By necessity, it cannot be conducted until after billing integration is complete. It should, however, be conducted prior to the first billing cycle with BEACON. The audience here is intended to be billing clerks or other office personnel who will be interfacing with the system in a billing capacity. Customer service representatives may also find value in this session.

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8.6.1 Sample Agenda

The BEACON Billing Training includes:

1. Introduction to BEACON Software
2. The At-A-Glance Page
   - Modules and their features
   - How to personalize by user
3. Users and Roles
   - Staff
   - Customers
   - EyeOnWater Users
4. The Monitor Page
   - Usage and Consumption Graphs
   - Overlays for Temperature and Precipitation data
   - Alarms
   - Account Lookup
   - Favorites and Tags
   - Exporting Data
5. The Assets Page
   - Endpoint status
   - Utility Settings
   - Asset Lookup
6. Walk through of a billing cycle.
   - Data flow from billing to BEACON and back

The total duration of this session is typically between two (2) and three (3) hours, depending on the agreed agenda.

8.7 BEACON Operations Training

This session covers nearly the same agenda as the session characterized in Section 8.5, but its target audience is the day-to-day operators of the system in customer service and billing. SMEs that were created in the earlier training will again participate and help lead the course to instill in the other trainees that they are a resource to whom questions can be brought. This training will focus more on the 'day in the life' model prescribed earlier and will prepare staff to work with the system.

8.7.1 Sample Agenda

The BEACON Operations Training includes:

1. Introduction to BEACON Software
2. Steps of a Billing Cycle in BEACON
   - Data import
   - Data export

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3. The At-A-Glance Page
    - Modules and their features
4. Users and Roles
    - Staff
    - Customers
    - EyeOnWater Users
    - Creating a new user
5. The Monitor Page
    - Usage and Consumption Graphs
    - Overlays for Temperature and Precipitation data
    - Alarms
    - Account Lookup
    - Favorites and Tags
    - Filters
    - Exporting Data
6. The Assets Page
    - Endpoint status
    - Utility Settings
    - Asset Lookup
7. EyeOnWater Overview

The total duration of this session is typically between three (3) and four (4) hours, depending on the agreed agenda.

8.8 BEACON Operational Transition Preparedness

The purpose of this session differs from the previous sessions in that it is less of a structured training and more of a working session and evaluation of the City's understanding and usage of the BEACON platform. Specific topics on the agenda for this session will include:

1. Review of Badger Meter Technical Support Procedures and Processes
2. Review of the RMA (Return Material Authorization) Process
3. Review of Portfolio Management Best Practices
    i) Controlling Provisioned/Pre-Provisioned Endpoints
4. General BEACON operations and maintenance best practices.

8.9 Refresher Training

Within the project term, should the City decide that additional training would be beneficial, it can be arranged. The form, content, and timing of said refresher training will be agreed to at the time it is requested. Refresher training will be billable at the agreed training rate in the contract unless otherwise agreed.

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9 Project Invoicing Procedure

The project shall be invoiced as laid out in this Section.

9.1 Product Invoicing

Badger Meter's business systems will automatically generate an invoice as Materials are shipped from Badger Meter (for those Materials manufactured by Badger Meter). For those Materials not manufactured by Badger Meter, invoices will be generated upon receipt and inspection of the materials at MSI's warehouse. MSI shall inspect and confirm that each shipment has arrived in good condition and shall provide affirmative notification of same (e.g. via a signed copy of the packing slip). Title for the Materials shall pass to the City upon receipt and acceptance. The City shall pay invoices for Materials after receipt, subject to the payment terms of those invoices.

Post-receipt, Product will be held in MSI's warehouse subject to the Inventory Management Plan outlined in Section 5.2, previously.

9.2 Service Invoicing

Installation labor will be invoiced upon acceptance subject to the procedures in Section 5 of this SOW and pursuant to the invoicing process stated in Section 9.3 and 9.4. Additional work approved via the procedure in Section 5 will similarly be invoiced upon acceptance.

Non-installation services (such as project management fees and/or software integration costs that may be included) will be invoiced upon agreed milestones. Such milestones will be agreed during pre-construction and documented within a billing milestone schedule.

Service Units for each installed endpoint will be automatically invoiced monthly, in accordance with the BEACON Master Services Agreement and are separate from the invoicing stated herein.

9.3 Invoice/Pay Request Procedure

Monthly, a pay request detailing the installation services accepted and other non-installation services performed in accordance with the agreed upon milestones will be prepared by the Badger Meter project manager and submitted to the City. Supporting documentation will be furnished by Badger Meter alongside the pay request, which shall include:

1. Serial Numbers of Meters and Endpoints installed during the pay period.
2. Detail in accordance with the SOV of additional work performed at account(s) as may be appropriate
3. On-Hand inventory levels from most recent inventory count
4. Other item(s) as mutually agreed.

The City will have ten (10) business days to review the pay request and provide acceptance of the pay request to the Badger Meter project manager in writing. Upon receipt of that approval, the Badger

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Meter Lead Project Manager shall have an invoice generated and submitted to the City, whereupon payment terms shall take effect.

9.4 Conditional Approval of Pay Request

If no objection is provided by the City to the Badger Meter lead project manager within ten (10) business days of the submission of the pay request from the Badger Meter lead project manager to the City, the pay request will be deemed conditionally accepted by the City and an invoice will be generated and submitted. Like the installation conditional acceptance procedure laid out in Section 5, this does not alleviate Badger Meter's obligation to provide accurate invoicing but allows for administrative processes to proceed in a timely fashion.

If a conditionally accepted pay request and subsequent invoice is found to be inaccurate, it will be edited, re-issued, or otherwise updated as necessary by Badger Meter upon such notification from the City with any incorrect payments remitted by the City to Badger Meter to be credited towards future invoices.

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10 Project Acceptance and Closeout Plan

10.1 Project Closeout Plan

Once the scope of installations reaches 85% complete, preparation for the project closeout and turnover meeting will begin. Steps of this plan will include:

1. Agreement on in-scope accounts, removal of any outstanding RTU from scope, and estimation of substantial completion date.
2. The deliverables specified in this SOW and any other deliverables identified and agreed to by the project parties will be evaluated for completeness.
3. Acceptance of all installed accounts will be confirmed by the City.
4. Review any open UIR accounts and arrange for remediation or removal from scope of SOW as needed.
5. Review any pending action items assigned and determine their completion timeline.
6. Review financial performance against budget and discuss any discrepancies, including any unpaid invoices.
7. Set timeline and plan for all installation data, including photos, to be turned over to the City.

10.2 Closeout Meeting

Once the Project installations and items identified in Section 10.1 are complete, the closeout meeting will be held. This will consist of input and discussion from project parties to identify and document lessons learned, present project performance and/or KPI, and review highlights of the project. The agenda of the closeout meeting prepared by Badger Meter will be informed by the planning performed in Section 9.1, but will generally include the following items:

1. Review of project scope and milestones
2. Review of budget and schedule performance
3. Review of other project metrics
4. Review of UIR list
5. Review of action items
6. Turnover of project documentation
7. Turnover of installation data
8. Plan for notification of final acceptance by the City

10.3 Project Acceptance Criteria

As prescribed in the preceding Section 5.3.5, SAT will be conducted upon completion of the initial deployment, as well as full deployment.. Successful completion of the final deployment SAT will be a prerequisite for final acceptance.

Additional criteria may include, if agreed:

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1. Verification that all uninstalled inventory in the custody of the installation partner is turned over to the City.
2. Confirmation of all removed items that were to remain the property of the City have been satisfactorily returned to the City.
3. Confirmation that all installation and project data has been passed from the document control system to the City's operational systems.

10.4 Project Inventory Reconciliation

Throughout the project, Badger Meter will audit the warehouses operated by MSI to ensure that the inventory management plan laid out in Section 4 is being observed. During preparation for the closeout, Badger Meter will perform a final audit of the warehouses and ensure that any inventory not to be installed is correctly transferred back to the City. Serial number-level verification will be performed for serialized product.

10.5 Project Closeout Notification

Once the criteria in Section 10.3 are satisfied, and any other criteria agreed by Badger Meter and the City are similarly satisfied, the Badger Meter project manager will request a formal notice of project completion from the City's project manager. Upon receipt of such notice, the Project will be complete.

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EXHIBIT C
Equipment Purchase Agreement

Manufacturer's Equipment Warranties

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Badger Meter

E-Series® Ultrasonic Meter

Cold Water Lead-Free Meters
5/8, 5/8 x 3/4, 3/4, 1 inch

PRODUCTS

This warranty shall apply to all Badger Meter E-Series® Ultrasonic lead-free meters (stainless steel, bronze alloy or engineered polymer), sizes 5/8 inch, 5/8 × 3/4 inch, 3/4 inch, and 1 inch, when used to measure potable water and the internal register/encoder and battery used with these meters (collectively "Product"), sold on or after June 28, 2021. This warranty is not transferable and is extended only to utilities, municipalities, other commercial users and authorized distributors, hereafter referred to as "Customer" and does NOT apply to consumers or any person or entity who is not an original customer of Badger Meter or its authorized distributors.

MATERIALS AND WORKMANSHIP

Badger Meter, Inc. ("Badger Meter") warrants Product to be free from defects in materials and workmanship appearing within the earlier of the following time frames.

Lead-Free Housings

Twenty (20) years and six (6) months after shipment from Badger Meter.

Electronics, Battery, Transducers, and Register/Encoder Supplied with the Meters Listed Herein

Twenty (20) years and six (6) months, prorated, after shipment from Badger Meter.

This warranty is prorated as follows: For the first ten (10) years of the warranty the Product is replaced at no charge, and the warranty is prorated at price discounts during the last ten (10) years of the warranty.

Specifically, Badger Meter will repair or replace, at its discretion, a non-performing Product at no cost during the first ten (10) years of the warranty and at prorated price discounts during the last ten (10) years of the warranty. Badger Meter will apply these prorated price discounts to the Product list prices in effect at the time of Product return and according to the following prorated price discount schedule:

- Years 11 through 12—75% discount
- Years 13 through 15—50% discount
- Year 16—40% discount
- Year 17—30% discount
- Year 18—20% discount
- Years 19 through 20—10% discount

Replacement Products are warranted for and under the balance of the original applicable Product warranty.

Pressure Sensor

Five (5) years and six (6) months after shipment from Badger Meter.

This warranty is only applicable for the bronze E-Series G2® Ultrasonic meter with the optional pressure sensor installed.

METER ACCURACY

The Product will meet or exceed all applicable specifications outlined in AWWA Standard C715 in addition to meeting meter accuracy of ±1.5% for the published ranges set forth in Badger Meter's current published product data sheet for twenty (20) years from the date of shipment from Badger Meter.

EXTENDED LOW-FLOW METER ACCURACY

Badger Meter further warrants the Product will meet extended minimum test flow accuracy of ±3% for the published ranges set forth in Badger Meter's current published product data sheet for twenty (20) years from the date of shipment from Badger Meter.

PRODUCT RETURNS

Any Product proved to the satisfaction of Badger Meter to have failed the foregoing warranties will, at the option of Badger Meter, be repaired or replaced without charge to the Customer. Any eligible Product repaired or replaced by Badger Meter will retain the original Product's warranty based on the original Product purchase date, at Badger Meter's sole discretion. The Badger Meter obligation hereunder shall be limited to such repair and replacement and shall be conditioned upon Badger Meter receiving written notice of any alleged defect within ten (10) days after its discovery. This exclusive remedy shall not be deemed to have failed its essential purpose so long as Badger Meter is willing and able to replace defective products or issue a credit to purchaser within a reasonable time of proof to Badger Meter that a defect is involved. Product returns must be shipped by the Customer prepaid F.O.B. to the nearest Badger Meter factory or distribution center. The Customer shall be responsible for all direct and indirect costs associated with removing the original Product and reinstalling the repaired or replacement Product.

LIMITS OF LIABILITY

This warranty shall not apply to Product repaired or altered by parties other than Badger Meter, or read by equipment not explicitly approved or licensed by Badger Meter. The foregoing warranty applies only to the extent that the Product is installed, serviced and operated strictly in accordance with AWWA Standard C715 and AWWA M6 Manual, as applicable. The warranty shall not apply and shall be void with respect to Product exposed to conditions other than those detailed in the Badger Meter Product

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technical and/or operational literature, or which, as determined at Badger Meter's sole discretion, have affected the ability of the Product to perform, including, but not limited to: exposure to adverse installation conditions; misuse; vandalism; negligence; accident; acts of God; alteration; improper installation, operation or repair; damage from passage of high-speed air slugs; damage by water quality conditions, including but not limited to: aggressive water, foreign matter, biofilms, or extreme corrosivity; damage caused by actions not in accordance with the intended use; or other circumstances which are beyond the reasonable control of Badger Meter, as determined at Badger Meter's sole discretion. With respect to product not manufactured by Badger Meter, the warranty obligations of Badger Meter shall in all respects conform and be limited to the warranty extended to Badger Meter by the supplier of product.

THE FOREGOING WARRANTIES ARE EXCLUSIVE AND IN LIEU OF ALL OTHER EXPRESS AND IMPLIED WARRANTIES WHATSOEVER, INCLUDING BUT NOT LIMITED TO IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE (except warranties of Title).

Any description of Product, whether in writing or made orally by Badger Meter or its agents, specifications, samples, models, bulletins, drawings, diagrams, engineering sheets, or similar materials used in connection with any Customer's order are for the sole purpose of identifying Product and shall not be construed as an express warranty. Any suggestions by Badger Meter or its agents regarding use, application or suitability of Product shall not be construed as an express warranty unless confirmed to be such in writing by Badger Meter.

Exclusion of Consequential Damages and Disclaimer of Other Liability

Badger Meter liability with respect to breaches of the foregoing warranty shall be limited as stated therein. Badger Meter liability shall in no event exceed the contract price. BADGER METER SHALL NOT BE SUBJECT TO AND DISCLAIMS: (1) ANY OTHER OBLIGATIONS OR LIABILITIES ARISING OUT OF BREACH OF CONTRACT OR OF WARRANTY (2) ANY OBLIGATIONS WHATSOEVER ARISING FROM TORT CLAIMS (INCLUDING NEGLIGENCE AND STRICT LIABILITY) OR ARISING UNDER OTHER THEORIES OF LAW WITH RESPECT TO PRODUCTS SOLD OR SERVICES RENDERED BY BADGER METER, OR ANY UNDERTAKINGS, ACTS OR OMISSIONS RELATING THERETO, AND (3) ALL CONSEQUENTIAL, INCIDENTAL AND CONTINGENT DAMAGES WHATSOEVER.

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Badger Meter

E-Series® Ultrasonic Meter

Cold Water Stainless Steel Lead-Free Meters, 1-1/2, 2 in.

PRODUCTS

This warranty shall apply to all Badger Meter E-Series® Ultrasonic lead-free meters, sizes 1-1/2 in. and 2 in., when used to measure potable water and the internal register/encoder and battery used with these meters (collectively "Product"), sold on or after June 3, 2020. This warranty is not transferable and is extended only to utilities, municipalities, other commercial users and authorized distributors, hereafter referred to as "Customer" and does NOT apply to consumers or any person or entity who is not an original customer of Badger Meter or its authorized distributors.

MATERIALS AND WORKMANSHIP

Badger Meter, Inc. ("Badger Meter") warrants Product to be free from defects in materials and workmanship appearing within the following time frames.

Lead-Free Housings
Ten (10) years and six (6) months after shipment from Badger Meter.

Electronics, Battery, Transducers, and Register/Encoder Supplied with the Meters Listed Herein
Ten (10) years and six (6) months after shipment from Badger Meter.

METER ACCURACY

The Product will meet or exceed all applicable specifications outlined in AWWA Standard C715 in addition to meeting meter accuracy of ±1.5% for the published ranges set forth in Badger Meter's current published product data sheet for ten (10) years from the date of shipment from Badger Meter.

EXTENDED LOW-FLOW METER ACCURACY

Badger Meter further warrants the Product will meet extended minimum test flow accuracy of ±3% for the published ranges set forth in Badger Meter's current published product data sheet for ten (10) years from the date of shipment from Badger Meter.

PRODUCT RETURNS

Any Product proved to the satisfaction of Badger Meter to have failed the foregoing warranties will, at the option of Badger Meter, be repaired or replaced without charge to the Customer. Any eligible Product repaired or replaced by Badger Meter will retain the original Product's warranty based on the original Product purchase date, at Badger Meter's sole discretion. The Badger Meter obligation hereunder shall be limited to such repair and replacement and shall be conditioned upon Badger Meter receiving written notice of any alleged defect within ten (10) days after its discovery. This exclusive remedy shall not be deemed to have failed its essential purpose so long as Badger Meter is willing and able to replace defective products or issue a credit to purchaser within a reasonable time of proof to Badger Meter that a defect is involved. Product returns must be shipped by the Customer prepaid F.O.B. to the nearest Badger Meter factory or distribution center. The Customer shall be responsible for all direct and indirect costs associated with removing the original Product and reinstalling the repaired or replacement Product.

LIMITS OF LIABILITY

This warranty shall not apply to Product repaired or altered by parties other than Badger Meter, or read by equipment not explicitly approved or licensed by Badger Meter. The foregoing warranty applies only to the extent that the Product is installed, serviced and operated strictly in accordance with AWWA Standard C715 and AWWA M6 Manual, as applicable. The warranty shall not apply and shall be void with respect to Product exposed to conditions other than those detailed in the Badger Meter Product technical and/or operational literature, or which, as determined at Badger Meter's sole discretion, have affected the ability of the Product to perform, including, but not limited to: exposure to adverse installation conditions; misuse; vandalism; negligence; accident; acts of God; alteration; improper installation, operation or repair; damage from passage of high-speed air slugs; damage by water quality conditions, including but not limited to: aggressive water, foreign matter, biofilms, or extreme corrosivity; damage caused by actions not in accordance with the intended use; or other circumstances which are beyond the reasonable control of Badger Meter, as determined at Badger Meter's sole discretion. With respect to product not manufactured by Badger Meter, the warranty obligations of Badger Meter shall in all respects conform and be limited to the warranty extended to Badger Meter by the supplier of product.

THE FOREGOING WARRANTIES ARE EXCLUSIVE AND IN LIEU OF ALL OTHER EXPRESS AND IMPLIED WARRANTIES WHATSOEVER, INCLUDING BUT NOT LIMITED TO IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE (except warranties of Title).

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Any description of Product, whether in writing or made orally by Badger Meter or its agents, specifications, samples, models, bulletins, drawings, diagrams, engineering sheets, or similar materials used in connection with any Customer's order are for the sole purpose of identifying Product and shall not be construed as an express warranty. Any suggestions by Badger Meter or its agents regarding use, application or suitability of Product shall not be construed as an express warranty unless confirmed to be such in writing by Badger Meter.

Exclusion of Consequential Damages and Disclaimer of Other Liability

Badger Meter liability with respect to breaches of the foregoing warranty shall be limited as stated therein. Badger Meter liability shall in no event exceed the contract price. BADGER METER SHALL NOT BE SUBJECT TO AND DISCLAIMS: (1) ANY OTHER OBLIGATIONS OR LIABILITIES ARISING OUT OF BREACH OF CONTRACT OR OF WARRANTY (2) ANY OBLIGATIONS WHATSOEVER ARISING FROM TORT CLAIMS (INCLUDING NEGLIGENCE AND STRICT LIABILITY) OR ARISING UNDER OTHER THEORIES OF LAW WITH RESPECT TO PRODUCTS SOLD OR SERVICES RENDERED BY BADGER METER, OR ANY UNDERTAKINGS, ACTS OR OMISSIONS RELATING THERETO, AND (3) ALL CONSEQUENTIAL, INCIDENTAL AND CONTINGENT DAMAGES WHATSOEVER.

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Badger Meter

E-Series G2® Ultrasonic Meter

Lead-Free Bronze Alloy Meters, 3, 4, 6, 8 inch

PRODUCTS

This warranty shall apply to all Badger Meter E-Series G2® Ultrasonic lead-free meters, sizes 3 inch, 4 inch, 6 inch and 8 inch, when used to measure potable cold water, and the internal encoder and battery used with these meters (collectively "Product"), sold on or after December 15, 2021. This warranty is not transferable and is extended only to utilities, municipalities, other commercial users and authorized distributors, hereafter referred to as "Customer" and does NOT apply to consumers or any person or entity who is not an original customer of Badger Meter or its authorized distributors.

MATERIALS AND WORKMANSHIP

Badger Meter, Inc. ("Badger Meter") warrants Product to be free from defects in materials and workmanship appearing within the following time frames.

Housing

Ten (10) years and six (6) months after shipment from Badger Meter.

Electronics (Battery, Registration, Transducer)

Ten (10) years and six (6) months after shipment from Badger Meter.

Pressure Sensor

Five (5) years and six (6) months after shipment from Badger Meter.

METER ACCURACY

The Product will meet or exceed all applicable specifications outlined in AWWA Standard C715 in addition to meeting meter accuracy of ±1.5% for the published ranges set forth in Badger Meter's current published product data sheet for ten (10) years from the date of shipment from Badger Meter.

EXTENDED LOW-FLOW METER ACCURACY

Badger Meter further warrants the Product will meet extended minimum test flow accuracy of ± 3% for the published ranges set forth in Badger Meter's current published data sheet for ten (10) years from date of shipment from Badger Meter.

PRODUCT RETURNS

Any Product proved to the satisfaction of Badger Meter to have failed the foregoing warranties will, at the option of Badger Meter, be repaired or replaced without charge to the Customer. Any eligible Product repaired or replaced by Badger Meter will retain the original Product's warranty based on the original Product purchase date, at Badger Meter's sole discretion. The Badger Meter obligation hereunder shall be limited to such repair and replacement and shall be conditioned upon Badger Meter receiving written notice of any alleged defect within ten (10) days after its discovery. This exclusive remedy shall not be deemed to have failed its essential purpose so long as Badger Meter is willing and able to replace defective products or issue a credit to purchaser within a reasonable time of proof to Badger Meter that a defect is involved. Product returns must be shipped by the Customer prepaid F.O.B. to the nearest Badger Meter factory or distribution center. The Customer shall be responsible for all direct and indirect costs associated with removing the original Product and reinstalling the repaired or replacement Product.

LIMITS OF LIABILITY

This warranty shall not apply to Product repaired or altered by parties other than Badger Meter, or read by equipment not explicitly approved or licensed by Badger Meter. The foregoing warranty applies only to the extent that the Product is installed, serviced and operated strictly in accordance with AWWA Standard C715 and AWWA M6 Manual, as applicable. The warranty shall not apply and shall be void with respect to Product exposed to conditions other than those detailed in the Badger Meter Product technical and/or operational literature, or which, as determined at Badger Meter's sole discretion, have affected the ability of the Product to perform, including, but not limited to: exposure to adverse installation conditions; misuse; vandalism; negligence; accident; acts of God; alteration; improper installation, operation or repair; damage from passage of high-speed air slugs; damage by water quality conditions, including but not limited to: aggressive water, foreign matter, biofilms, or extreme corrosivity; damage caused by actions not in accordance with the intended use; or other circumstances which are beyond the reasonable control of Badger Meter, as determined at Badger Meter's sole discretion. With respect to product not manufactured by Badger Meter, the warranty obligations of Badger Meter shall in all respects conform and be limited to the warranty extended to Badger Meter by the supplier of product.

THE FOREGOING WARRANTIES ARE EXCLUSIVE AND IN LIEU OF ALL OTHER EXPRESS AND IMPLIED WARRANTIES WHATSOEVER, INCLUDING BUT NOT LIMITED TO IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE (except warranties of Title).

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Any description of Product, whether in writing or made orally by Badger Meter or its agents, specifications, samples, models, bulletins, drawings, diagrams, engineering sheets, or similar materials used in connection with any Customer's order are for the sole purpose of identifying Product and shall not be construed as an express warranty. Any suggestions by Badger Meter or its agents regarding use, application or suitability of Product shall not be construed as an express warranty unless confirmed to be such in writing by Badger Meter.

Exclusion of Consequential Damages and Disclaimer of Other Liability

Badger Meter liability with respect to breaches of the foregoing warranty shall be limited as stated therein. Badger Meter liability shall in no event exceed the contract price. BADGER METER SHALL NOT BE SUBJECT TO AND DISCLAIMS: (1) ANY OTHER OBLIGATIONS OR LIABILITIES ARISING OUT OF BREACH OF CONTRACT OR OF WARRANTY (2) ANY OBLIGATIONS WHATSOEVER ARISING FROM TORT CLAIMS (INCLUDING NEGLIGENCE AND STRICT LIABILITY) OR ARISING UNDER OTHER THEORIES OF LAW WITH RESPECT TO PRODUCTS SOLD OR SERVICES RENDERED BY BADGER METER, OR ANY UNDERTAKINGS, ACTS OR OMISSIONS RELATING THERETO, AND (3) ALL CONSEQUENTIAL, INCIDENTAL AND CONTINGENT DAMAGES WHATSOEVER.

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Badger Meter

ORION® Cellular Water Endpoints

Network as a Service (NaaS)

PRODUCTS

This warranty shall apply to Badger Meter ORION® Cellular water endpoints, including the ORION Cellular C, HLD, LTE-M and HLA water endpoints sold on or after September 27, 2024.

This warranty is not transferable and is extended only to utilities, municipalities and authorized distributors selling to utilities and municipalities within the United States or Canada, hereafter referred to as "Customer" and does NOT apply to consumers or any person or entity who is not an original Customer of Badger Meter or its authorized distributors.

MATERIAL AND WORKMANSHIP

Badger Meter warrants all ORION Cellular water endpoints, including battery (configured to the standard mode of operation set by the factory at time of shipment), hereafter referred to as "Product(s)" as listed below, to be free from defects in material and workmanship for the time period stated. Badger Meter reserves the right to adjust the daily schedule and cadence of Product communications as appropriate based on factors that may negatively impact the Product as installed, including, but not limited to, cellular coverage, RF interference, or signal obstruction.

ORION Water Endpoints	20 years and 6 months after shipment

Products are warranted to be free from defects in material and workmanship for twenty (20) years and six (6) months after shipment from Badger Meter. Badger Meter will repair or replace, at its discretion, a non-performing Product at no cost during the first ten (10) years, and at a prorated price during the last ten (10) years of the warranty. Badger Meter will apply these prorated price discounts to the Product list prices at the time of Product return and according to the following prorated price discount schedule:

Year	Discount %	Year	Discount %
11	70	16	45
12	65	17	40
13	60	18	35
14	55	19	30
15	50	20	25
		>20	0

Replacement Products are warranted for and under the balance of the original applicable Product warranty.

GUARANTEE OF NETWORK PERFORMANCE

If the communication network that supports any ORION Cellular water endpoint in the Customer's meter service area ("Network") explicitly and publicly discontinues operation during the Product warranty time period stated herein, thereby rendering any endpoint unable to successfully transmit meter reading data ("Shut Down"), then for each Shut Down endpoint, as confirmed in writing by the Network operator and verified in writing by Badger Meter, Badger Meter will provide the following guarantee in exchange for applicable fees and minimum purchase commitments as described in the most current BEACON® Software as a Service (SaaS) with ORION NaaS Pricing Terms and Conditions document from Badger Meter.

Badger Meter will supply a replacement endpoint that is supported by the most current technology readily available for full-scale use in the Customer's meter service area affected by Shut Downs ("Replacement endpoints") at no charge to the Customer for such Replacement endpoints during the first ten (10) years of the Product warranty time period, and according to the prorated price discount schedule stated herein, during the last ten (10) years of the Product warranty time period. Replacement endpoints are warranted for and under the balance of the original applicable endpoint warranty.

The Customer shall be responsible for all other direct and indirect costs associated with the Replacement endpoints, including but not limited to costs associated with installation and maintenance. If the Customer agrees to pay for shipping and the most current Badger Meter published disposal fee per Replacement endpoint, Badger Meter will properly dispose of returned Shut Down endpoints.

PRODUCT RETURNS

Product failures must be proven and verified to the satisfaction of Badger Meter. The Badger Meter obligation hereunder shall be limited to such repair and replacement and shall be conditioned upon Badger Meter receiving written notice of any asserted defect within 10 (ten) days after its discovery. This exclusive remedy shall not be deemed to have failed its essential purpose so long as Badger Meter is willing and able to replace the defective Product for the Customer within a reasonable time, after receipt of proof that a defect is involved. Product returns must be shipped by the Customer prepaid F.O.B. to the nearest Badger Meter factory or distribution center. The Customer shall be responsible for all direct and indirect costs associated with removing the Product and reinstalling the repaired or replacement Product.

LIMITS OF LIABILITY

This warranty shall not apply to any Product repaired or altered by any Party other than Badger Meter. The foregoing warranty applies only to the extent that the Product is installed, serviced and operated strictly in accordance with Badger Meter instructions. The warranty shall not apply and shall be void with respect to Products exposed to conditions other than those detailed in Product technical literature or which have been subject to vandalism, negligence, accident, acts of God, improper installation, operation or repair, alteration or other circumstances which are beyond the reasonable control of Badger Meter. With respect to products not manufactured by Badger Meter, the warranty obligations of Badger Meter shall in all respects conform and be limited to the warranty extended to Badger Meter by the supplier.

THE FOREGOING WARRANTIES ARE EXCLUSIVE AND IN LIEU OF ALL OTHER EXPRESS AND IMPLIED WARRANTIES WHATSOEVER, INCLUDING BUT NOT LIMITED TO IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE (except warranties of Title).

Any description of the Product, whether in writing or made orally by Badger Meter or its agents, specifications, samples, models, bulletins, drawings, diagrams, engineering sheets or similar materials used in connection with any Customer's order are for the sole purpose of identifying the Product and shall not be construed as an express warranty. Any suggestions by Badger Meter or its agents regarding use, application or suitability of the Product shall not be construed as an express warranty unless confirmed to be such, in writing, by Badger Meter.

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Exclusion of Consequential Damages and Disclaimer of Other Liability

The liability of Badger Meter with respect to breaches of the foregoing warranty shall be limited as stated herein. Badger Meter liability shall in no event exceed the contract price. BADGER METER SHALL NOT BE SUBJECT TO AND DISCLAIMS: (1) ANY OTHER OBLIGATIONS OR LIABILITIES ARISING OUT OF BREACH OF CONTRACT OR OF WARRANTY, (2) ANY OBLIGATIONS WHATSOEVER ARISING FROM TORT CLAIMS (INCLUDING NEGLIGENCE AND STRICT LIABILITY) OR ARISING UNDER OTHER THEORIES OF LAW WITH RESPECT TO PRODUCTS SOLD OR SERVICES RENDERED BY BADGER METER, OR ANY UNDERTAKINGS, ACTS OR OMISSIONS RELATING THERETO, AND (3) ALL CONSEQUENTIAL, INCIDENTAL AND CONTINGENT DAMAGES WHATSOEVER.

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Badger Meter

ORION® Water Products

with BEACON® Software as a Service (SaaS)

PRODUCTS

This warranty shall apply to Badger Meter ORION® series AMR/AMI Water Endpoints, reading hardware and software for a BEACON® system, sold on or after April 11, 2024.

ORION series AMR/AMI Water Endpoints include Fixed Network (SE), ME and Mobile M endpoints.

This warranty is not transferable and is extended only to utilities, municipalities, other commercial users and authorized distributors, hereafter referred to as "Customer" and does NOT apply to consumers or any person or entity who is not an original Customer of Badger Meter or its authorized distributors.

MATERIAL AND WORKMANSHIP

Badger Meter warrants all ORION series AMR/AMI Water Endpoints including battery, reading hardware and software, hereafter referred to as "Product(s)" as listed below, to be free from defects in material and workmanship for the time period stated.

ORION SE, ORION ME[3] and ORION Mobile M Water Endpoints[1]	20 years and 6 months after shipment
ORION Cellular LTE-MP Endpoints	10 years and 6 months after shipment
Trimble® T10 Tablet[2]	3 years after shipment
Dell® Latitude 5430 Laptop[2] and Latitude 7230 Tablet[2]	3 years after shipment
Panasonic Toughbook® Laptop for BEACON Mobile Solution[2]	3 years after shipment
Trimble® Ranger 7 Handheld[2]	3 years after shipment
Trimble Yuma 7 Tablet[2]	3 years after shipment
ORION ME Modules[2] for Trimble Yuma 7 Tablet and Trimble Ranger 7 Handheld	3 years after shipment
Microsoft® Surface Go 3 Tablet[2]	1 year after shipment
ORION Mobile (ME) Transceiver[2]	3 years after shipment
ORION Mobile Integrated Receiver[2]	1 year after shipment
ORION Fixed Network (SE) Gateway Transceiver	1 year after shipment

[1] Water Endpoints and Endpoint batteries—collectively ORION Water Endpoint Products—are warranted to be free from defects in material and workmanship for twenty (20) years and six (6) months after shipment from Badger Meter. Badger Meter will repair or replace, at its discretion, a non-performing ORION Water Endpoint Product at no cost during the first ten (10) years, and at a prorated price during the last ten (10) years of the warranty. Badger Meter will apply these prorated price discounts to the ORION Water Endpoint Product list prices at the time of ORION Water Endpoint Product return and according to the following prorated price discount schedule: Years 11 through 12 - 75% discount; Years 13 through 15 - 50% discount; Year 16 - 40% discount; Year 17 - 30% discount; Year 18 - 20% discount; and Years 19 through 20 - 10% discount. Replacement Products are warranted for and under the balance of the original.

[2] Batteries, antennas, cables and accessories warranty is limited to 12 months from the date of shipment.

[3] Mobile solutions deployed prior to February 1, 2023 include ORION ME endpoints that are migratable to fixed network. BEACON SaaS mobile solutions deployed on or after February 1, 2023 include ORION ME endpoints that operate in mobile mode only.

PRODUCT RETURNS

Product failures must be proven and verified to the satisfaction of Badger Meter. The Badger Meter obligation hereunder shall be limited to such repair and replacement and shall be conditioned upon Badger Meter receiving written notice of any asserted defect within 10 (ten) days after its discovery. This exclusive remedy shall not be deemed to have failed its essential purpose so long as Badger Meter is willing and able to replace the defective Product for the Customer within a reasonable time, after receipt of proof that a defect is involved. Product returns must be shipped by the Customer prepaid F.O.B. to the nearest Badger Meter factory or distribution center. The Customer shall be responsible for all direct and indirect costs associated with removing the Product and reinstalling the repaired or replacement Product.

LIMITS OF LIABILITY

This warranty shall not apply to any Product repaired or altered by any Party other than Badger Meter. The foregoing warranty applies only to the extent that the Product is installed, serviced and operated strictly in accordance with Badger Meter instructions. The warranty shall not apply and shall be void with respect to Products exposed to conditions other than those detailed in Product technical literature or which have been subject to vandalism, negligence, accident, acts of God, improper installation, operation or repair, alteration or other circumstances which are beyond the reasonable control of Badger Meter. With respect to products not manufactured by Badger Meter, the warranty obligations of Badger Meter shall in all respects conform and be limited to the warranty extended to Badger Meter by the supplier.

THE FOREGOING WARRANTIES ARE EXCLUSIVE AND IN LIEU OF ALL OTHER EXPRESS AND IMPLIED WARRANTIES WHATSOEVER, INCLUDING BUT NOT LIMITED TO IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE (except warranties of Title).

Any description of the Product, whether in writing or made orally by Badger Meter or its agents, specifications, samples, models, bulletins, drawings, diagrams, engineering sheets or similar materials used in connection with any Customer's order are for the sole purpose of identifying the Product and shall not be construed as an express warranty. Any suggestions by Badger Meter or its agents regarding use, application or suitability of the Product shall not be construed as an express warranty unless confirmed to be such, in writing, by Badger Meter.

Exclusion of Consequential Damages and Disclaimer of Other Liability

The liability of Badger Meter with respect to breaches of the foregoing warranty shall be limited as stated herein. Badger Meter's liability shall in no event exceed the contract price. BADGER METER SHALL NOT BE SUBJECT TO AND DISCLAIMS: (1) ANY OTHER OBLIGATIONS OR LIABILITIES ARISING OUT OF BREACH OF CONTRACT OR OF WARRANTY, (2) ANY OBLIGATIONS WHATSOEVER ARISING FROM TORT CLAIMS (INCLUDING NEGLIGENCE AND STRICT LIABILITY) OR ARISING UNDER OTHER THEORIES OF LAW WITH RESPECT TO PRODUCTS SOLD OR SERVICES RENDERED BY BADGER METER, OR ANY UNDERTAKINGS, ACTS OR OMISSIONS RELATING THERETO, AND (3) ALL CONSEQUENTIAL, INCIDENTAL AND CONTINGENT DAMAGES WHATSOEVER.

Badger Meter Warranty

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Badger Meter

HR-E®

High Resolution Encoder

PRODUCTS COVERED

This Badger Meter warranty shall apply to the High Resolution Encoder (HR-E®) ("Product"), sold on or after June 18, 2021. This warranty is not transferable and is extended only to utilities, municipalities, other commercial users and authorized distributors, hereafter referred to as "Customer" and does NOT apply to consumers or any person or entity who is not an original customer of Badger Meter or its authorized distributors.

MATERIALS AND WORKMANSHIP

Badger Meter warrants the Product to be free from defects in materials and workmanship appearing within twenty (20) years and six (6) months after shipment from Badger Meter.

This warranty is prorated as follows: For the first ten (10) years of the warranty the Product is replaced at no charge, and the warranty is prorated at price discounts during the last ten (10) years of the warranty.

Specifically, Badger Meter will repair or replace, at its discretion, a non-performing Product at no cost during the first ten (10) years of the warranty and at prorated price discounts during the last ten (10) years of the warranty. Badger Meter will apply these prorated price discounts to the Product list prices in effect at the time of Product return and according to the following prorated price discount schedule:

- Years 11 through 12—75% discount
- Years 13 through 15—50% discount
- Year 16—40% discount
- Year 17—30% discount
- Year 18—20% discount
- Years 19 through 20—10% discount

Replacement Products are warranted for and under the balance of the original applicable Product warranty.

PRODUCT RETURNS

Any Product proved to the satisfaction of Badger Meter to have failed the foregoing warranties will, at the option of Badger Meter, be repaired or replaced without charge to the Customer. The Badger Meter obligation hereunder shall be limited to such repair and replacement and shall be conditioned upon Badger Meter receiving written notice of any alleged defect within ten (10) days after its discovery. This exclusive remedy shall not be deemed to have failed its essential purpose so long as Badger Meter is willing and able to replace defective products or issue a credit to purchaser within a reasonable time of proof to Badger Meter that a defect is involved. Product returns must be shipped by the Customer prepaid F.O.B. to the nearest Badger Meter factory or distribution center. The Customer shall be responsible for all direct and indirect costs associated with removing the original Product and reinstalling the repaired or replacement Product.

LIMITS OF LIABILITY

This warranty shall not apply to Product repaired or altered by parties other than Badger Meter. The foregoing warranty applies only to the extent that the Product is installed, serviced and operated strictly in accordance with Badger Meter instructions. The warranty shall not apply and shall be void with respect to Product exposed to conditions other than those detailed in the Badger Meter Product technical literature or which have been subject to vandalism, negligence, accident, acts of God, alteration, improper installation, operation or repair, or other circumstances which are beyond the reasonable control of Badger Meter. With respect to Product not manufactured by Badger Meter, the warranty obligations of Badger Meter shall in all respects conform and be limited to the warranty extended to Badger Meter by the supplier.

THE FOREGOING WARRANTIES ARE EXCLUSIVE AND IN LIEU OF ALL OTHER EXPRESS AND IMPLIED WARRANTIES WHATSOEVER, INCLUDING BUT NOT LIMITED TO IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE **(except warranties of Title).**

Any description of Product, whether in writing or made orally by Badger Meter or its agents, specifications, samples, models, bulletins, drawings, diagrams, engineering sheets or similar materials used in connection with any Customer's order are for the sole purpose of identifying Product and shall not be construed as an express warranty. Any suggestions by Badger Meter or its agents regarding use, application or suitability of Product shall not be construed as an express warranty unless confirmed to be such in writing by Badger Meter.

Exclusion of Consequential Damages and Disclaimer of Other Liability

Badger Meter liability with respect to breaches of the foregoing warranty shall be limited as stated therein. Badger Meter liability shall in no event exceed the contract price. BADGER METER SHALL NOT BE SUBJECT TO AND DISCLAIMS: (1) ANY OTHER OBLIGATIONS OR LIABILITIES ARISING OUT OF BREACH OF CONTRACT OR OF WARRANTY (2) ANY OBLIGATIONS WHATSOEVER ARISING FROM TORT CLAIMS (INCLUDING NEGLIGENCE AND STRICT LIABILITY) OR ARISING UNDER OTHER THEORIES OF LAW WITH RESPECT TO PRODUCTS SOLD OR SERVICES RENDERED BY BADGER METER, OR ANY UNDERTAKINGS, ACTS OR OMISSIONS RELATING THERETO, AND (3) ALL CONSEQUENTIAL, INCIDENTAL AND CONTINGENT DAMAGES WHATSOEVER.

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Warranty and Additional Exclusions

Each unit, software and service is provided subject to the warranty terms in the Badger Meter Terms and Conditions of Sale, along with the applicable terms and limitations therein, which is available at: https://www.badgermeter.com/terms-and-conditions as well as the additional conditions and exclusions listed below.

All Syrinix, a Badger Meter brand, units are to be installed in accordance with the technical installation documentation and other guidance separately provided. An electronic copy of applicable operating and installation documentation will be made available via the RADAR platform.

Please note that this proposal does not include the provision of any of the following by Badger Meter unless expressly agreed otherwise in writing:

- site access and preparation including any connection, valves and tappings required for the connection of each unit;
- field work including unit preparation, connection, testing and operation unless agreed otherwise in writing;
- local duties and taxes;
- all applicable/required permits, licenses and analogous fees;
- civil, structural, architectural and design work of any kind;
- interconnections, pipes, valves and fittings which are not part of the supplied
- equipment; all testing and system verifications other than to Badger Meter standards;
- painting or special finishes; and
- all items not specifically listed.

Battery life is exempt from the product warranty but if used in areas of good signal and in accordance with our standard operating instructions will deliver the battery life between charges as indicated.

Any warranty claims must be made by contacting Badger Meter to obtain a return authorization and then returning the unit back to Badger Meter for inspection and testing. It is the client's responsibility to cover the costs of the return carriage. Badger Meter reserves the right to charge for costs incurred where any fault is a result of a breach by the user.

Please note that this warranty does not cover:

- any excluded matter detailed above, communications interruptions due to third party intervention and/or failure including but not limited to communications network provider, unauthorized access and/or tampering or other form of interference, whether related to hardware, communications and/or software;
- failures interruptions and damage resulting directly or indirectly from Acts of God, war, terrorism, civil, disobedience, theft, extreme weather, floods, storms, lightning, tornado, hurricane, fire, combustion, explosion, landslip, volcano and earthquake, extreme temperature, external electrical irregularity including surge and failure, acoustic interference,
- damage from water borne materials, corrosion from unanticipated liquids and materials and external electromagnetic interference and all and any external events analogous to any of the above;
- theft, vandalism, or other damaging acts whether intentional or accidental;
- battery failure beyond that level of warranty provided by the manufacturer (please see above)

- installation, commissioning, use and/or removal (temporary or permanent), tampering, and unapproved opening;
- intentional or accidental abuse, interference, misuse or neglect of the hardware failures
- resulting from the negligence to perform preventative maintenance
- damages or defects in the product which are caused by initial start-up, repairs or attempted repairs performed by anyone other than a Badger Meter authorized service provider or appropriately qualified individual in strict accordance with Badger Meter's installation guidance;
- unavailability of GPS or communications networks;
- customer in default of any payment obligations to Badger Meter;
- abuse by abnormal system conditions including but not limited to temperature, chemical or debris;
- goods that have been improperly stored by owner or its representative prior to installation and start-up;
- equipment/programming which has been revised or altered by others.

The information provided in this document is confidential and should not be reproduced, used or disclosed in any way, without the prior written consent of Badger Meter.

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Badger Meter

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www.badgermeter.com

October 15, 2025

Ms. Eva Pierce
Procurement Administrator
City of Glendale
5970 West Brown Street
Suite 210
Glendale, AZ 85301

RE: Advanced Metering Infrastructure (AMI) System Request for Proposal (RFP) 25-14 Request for Clarification

Dear Ms. Pierce:

The City requested additional clarification from Badger Meter in regards to the warranty for endpoints and meters. This letter serves as Badger Meters' response to the City's inquiry.

Question

ORION® Cellular Water Endpoints – Clarify the impact of the Operating Temperature Range specification on the warranty for the ORION® Cellular Water Endpoints.

Badger Meter Response

The Operating Temperature Range references the ambient air temperature. As described in our ORION Cellular Endpoint warranty (ORI-WR-03510-EN-07_DOMESTIC**),** *"The foregoing warranty applies only to the extent that the Product is installed, serviced and operated strictly in accordance with Badger Meter instructions. The warranty shall not apply and shall be void with respect to Products exposed to conditions other than those detailed in Product technical literature..."* and those specific conditions relevant to Operating Temperature Range are detailed in the following table, included on the ORION Cellular Water Endpoints Product Data Sheet (ORI-DS-02957-EN-15).

Operating Temperature Range	
• Storage, Meter Reading and RF Message (for troubleshooting)	–40…60° C (–40…140° F)
• Cellular Communications	–20…60° C (–4…140° F)

Question

E-series Water Meters - Clarify the impact of the Operating Performance, Storage Temperature, and Maximum Ambient Storage Temperature specification on the warranty.

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Badger Meter Response

As described in our E-Series Ultrasonic Meter warranty (ESM-WR-00044-EN-09), "The foregoing warranty applies only to the extent that the Product is installed, serviced and operated strictly in accordance with AWWA Standard C715 and AWWA M6 Manual, as applicable. The warranty shall not apply and shall be void with respect to Product exposed to conditions other than those detailed in the Badger Meter Product technical literature and/or operational literature..." and those specific conditions relevant to Temperature Range are detailed in the following table, included on the E-Series Ultrasonic Product Data Sheet (ESM-DS-03096-EN-14:

Meter Specifications

Operating Performance	In the normal temperature range of 45…122 °F (7…50 °C), new meter consumption measurement is accurate to: 100% ±1.5% over the normal test flow limits, 100% ±3.0% for the minimum test flow limits
Storage Temperature	– 40…140° F (– 40…60° C)
Maximum Ambient Storage (Storage for One Hour)	150° F (66° C)
Measured Fluid Temperature Range	34…140° F (1…60° C)

Operating Performance and Measured Fluid Temperature Range both refer to the Measured Fluid Temperature. The warranty still applies when the fluid temperature rises above 122 °F but remains below 140 °F. The measuring accuracy could be impacted when the fluid temperature rises above 122 °F. Exceedance of the Measured Fluid Temperature Range would void the warranty.

Storage and Ambient Storage Temperatures are ambient air temperatures. Exceedance of the above stated ambient temperatures in either an installed (i.e. water meter installed at the customer premise) or stored (i.e. meter is located in a warehouse or storeroom) condition would void the warranty.

Question

Confirm that issues with the E-Series Meter Liquid Crystal Display (LCD) registers are warranty items, such as failures that cause the display to be temporarily or permanently unreadable.

Badger Meter Response

In accordance with our standard manufacturer warranty, the LCD displays used on the E-Series Ultrasonic meter are covered under the "Electronics, Battery, Transducers, and Register/Encoder" section of the warranty.

If the register is verified by Badger Meter to have failed the materials and workmanship warranty obligations as described in the "Electronics, Battery, Transducers, and Register/Encoder" section of the warranty, a replacement or repaired meter would be shipped to Glendale.

Question

When returning materials as part of a warranty claim, who bears the cost of shipping?

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Badger Meter Response

If a product is deemed covered under the terms and conditions of the applicable warranty, Badger Meter will cover the shipping expense of the repaired or replacement product from Badger Meter to the customer. Initial product return shipping costs are covered by the customer in accordance with our standard manufacturer warranty.

to Badger Meter that a defect is involved. Product returns must be shipped by the Customer prepaid F.O.B. to the nearest Badger Meter factory or distribution center. The Customer shall

In the event you have any questions regarding this correspondence, our Proposals department can be reached by email at proposals@badgermeter.com or by telephone at 800-876-3837. Additionally, you may contact your, Dominick Fenton, by email at dfenton@badgermeter.com or by telephone at 414-748- 8770.

Sincerely,

BADGER METER, INC.

Monique D. White
Assistant Secretary and Proposal Lead

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EXHIBIT D
Equipment Purchase Agreement

RFP Response Workbook

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RFP 25-14 AMI REQUIREMENTS (ATTACHMENT B)

Requirement ID	Area	Sub-Area	Requirement Description	Priority	Ability to Meet Requirement (Yes / No)	Comments
1.1	Water Meters	Design	Meters shall comply with the lead-free requirements as defined in NSF/ANSI 61 and NSF/ANSI 372 and by the 2014 provisions of the Safe Drinking Water Act which defines lead-free as not more than a weighted average of 0.25% lead when used with respect to the wetted surfaces of pipes, pipe fittings, plumbing fittings, and fixtures.	Must Have	Yes	
1.2	Water Meters	Design	All Meters shall have cast on them, in raised characters, the meter size and direction of flow through the meter.	Must Have	Yes	
1.3	Water Meters	Design	All Meters shall have the manufacturer's serial numbers stamped on the meter main case and on top of the reading lid.	Must Have	Yes	
1.4	Water Meters	Registers	The registers shall provide for visual register reading at the meter and encoded data for use by advanced metering systems.	Must Have	Yes	
1.5	Water Meters	Registers	The register shall be straight reading type with test and low flow indicators and shall be constructed to register in gallons.	Must Have	Yes	
1.6	Water Meters	Registers	All register electronics and/or reduction gearing shall be contained in a hermetically sealed, tamper proof enclosure constructed of corrosion-resistant material and shall be secured to the upper main case by means of a locking device or integrated into the maincase.	Must Have	Yes	
1.7	Water Meters	Registers	The register box and reading lid must be constructed of bronze or suitable engineered plastic. The register lens shall be constructed of high-impact tempered glass	Must Have	Yes	
1.8	Water Meters	Registers	The register shall encode a minimum of 9-meter registration digits configured based on the meter size.	Must Have	Yes	
1.9	Water Meters	Design - Registers	Registers shall offer support for remote programming of alarm and meter configurations through the Endpoint via 2-way communication.	Desired	No	Although our registers do not support remote programming of alarms and meter configurations, consumption based alarms using "Events" can be configured in BEACON without the need to program the encoder. "Events" empowers users to proactively monitor their data by setting system thresholds, selecting which data to monitor, and establishing conditions for each event type. While BEACON monitors the incoming data in real-time, it can quickly identify anomalies and act by sending notifications to the right personnel. This includes not only user-defined flow and endpoint communication events, but also temperature and pressure events when using our E-Series G2 Ultrasonic meters. The ability to monitor flow, communication, water temperature and water pressure events lets utilities immediately confirm customer-reported issues. Such monitoring can eliminate the need for unnecessary truck rolls. By leveraging these capabilities, utility operations can be improved by identifying and addressing issues before customers notice them and/or become larger problems.
1.10	Water Meters	Design - Registers	The register shall support localized interval data history storage and retrieval for all available measurements (consumption, temperature, pressure, etc.), with configurable interval periods down to 5 minutes or less and a minimum storage capacity of 288 consecutive intervals.	Desired	No	To protect against data loss, the system has multiple levels of redundancy. As a standard, the ORION Cellular endpoint can store up to 42 days of 15-minute interval data, equating to 4,032 data points which can be extracted at the meter, if needed. Moreover, BEACON provides the ability to access the past three years of 15-minute data from all endpoints in the system. Interval data, alarms, events, and diagnostic information is stored in BEACON. While localized data extraction can be performed, our standard interval for all measurements is 15 minutes.
1.11	Water Meters	Design - Registers	The register shall provide configurable alarms for leak, broken pipe, reverse flow, and tamper conditions.	Must Have	No	Using the PCU, alarms can be turned on or off. While thresholds for alerts are factory set and not configurable, the pressure and temperature limits in our E-Series Ultrasonic meters do allow for configurable thresholds. Additionally, the customer can reconfigure the duration for which alarms will last and how long they are sent to BEACON, with the exception of the leak alarm, which clears automatically. Importantly, our BEACON software enhances this capability by providing the City with customizable alerts for these critical conditions through "Events". This flexibility empowers the City to respond promptly and effectively to any potential issues.
1.12	Water Meters	Design - Meter Height	5/8"x3/4", 3/4" and 1" meters shall not exceed 4" from centerline to top of register.	Must Have	Yes	
1.13	Water Meters	Registers	Encoder registers shall have a minimum battery life of twenty years.	Must Have	Yes	
1.14	Water Meters	Design	Meters shall be maintenance free and contain no internal moving parts.	Must Have	Yes	
1.15	Water Meters	Design	All nuts, washers, and bolts in meter and on meter body shall be stainless steel.	Must Have	Yes	
1.16	Water Meters	Headloss	Meters shall not exceed a maximum allowable pressure loss of 10 pounds per square inch at the safe maximum operating capacity for a given meter size.	Must Have	Yes	
1.17	Water Meters	Accuracy	Meters shall be able to sense and indicate reverse flow.	Must Have	Yes	
1.18	Water Meters	Pressure Capacity	Meters shall operate properly under a continuous working pressure of 150 pounds per square inch (psi) without leakage or damage to any meter components.	Must Have	Yes	
1.19	Water Meters	Design - Registers	Ultrasonic meters shall have an electronic register with LCD display and shall be capable of meeting the register features described in this section. Electronic registers shall be factory sealed. The Owner will not accept any register filled with oil or any substance intended to prevent moisture intrusion	Must Have	Yes	
1.20	Water Meters	Design - Registers	Registers shall be capable of being located within a pit (underground) environment and perform accurately in hot temperatures and submerged in water.	Must Have	Yes	
1.21	Water Meters	Design - Registers	Battery life remaining shall be displayed on the register.	Desired	Yes	

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RFP 25-14 AMI REQUIREMENTS (ATTACHMENT B)

Requirement ID	Area	Sub-Area	Requirement Description	Priority	Ability to Meet Requirement (Yes / No)	Comments
1.22	Water Meters	Connectors	Encoded registers shall be compatible with Itron inline connector or Nicor connector and shall be supplied with a 5' wire. The connector type will be determined by the chosen AMI vendor. Field splicing of wires as the standard installation method is not acceptable.	Desired	Yes	
1.23	Water Meters	Design - Registers	Register shall clearly differentiate the billing read (1000 gallons) and the raw read (1/10 gallon).	Must Have	Yes	
1.24	Water Meters	Design - Registers	Register dial numbers shall be easily distinguishable in low light environment from at least 5 feet away.	Desired	Yes	
1.25	Water Meters	Design - Registers	Reads shall still be obtainable on-site in the event of the LCD screen failing or battery failure.	Desired	No	In the event the battery fails, data will be unretrievable. If the LCD fails, data can be retrieved locally.
1.26	Water Meters	Design - Registers	The register lens shall resist breakage and scoring under normal conditions.	Must Have	Yes	
1.27	Water Meters	Design - Registers	The register/encoder programmer shall be capable of applying the same settings across multiple registers/encoders without requiring re-entry of the settings.	Desired	Yes	Our E-Series Ultrasonic meters can come factory programmed without the need for programming to be performed in the field.
1.28	Water Meters	Design - Registers	Register shall use high resolution ASCII encoder protocol.	Must Have	Yes	
1.29	Water Meters	Design - Registers	Register shall be non-removable from the meter and must have a lid that covers/protects the register display.	Desired	Yes	
1.30	Water Meters	Advanced Features	Meter shall optionally be able to record and relay temperature and pressure measurements.	Strongly Desired	Yes	
1.31	Water Meters	Advanced Features	The meter shall provide configurable thresholds for temperature and pressure high/low alarms.	Strongly Desired	Yes	
1.32	Water Meters	Design-Lay Length	Meters shall be available in common lay lengths as indicated in AWWA Standard C715-18.	Must Have	Yes	
1.33	Water Meters	Operating Characteristics	The meter shall offer empty pipe alarms	Desired	Yes	
1.34	Water Meters	Proposal Requirements	All complete operating and parts manuals shall be furnished upon delivery at no additional cost to the Owner. Manuals and other materials shall show all meter specifications and mechanical troubleshooting in paper and electronic media.	Must Have	Yes	
1.35	Water Meters	Shut-Off Valves	Remotely actuated shutoff valves shall be optionally integrated with the meter and support on-demand state changes and confirmation via Endpoint communications. Valve states shall include open, closed, and reduced flow.	Nice To Have	No	As a separate option from the standard E-Series Ultrasonic meter, Badger Meter also offers the E-Series Ultrasonic Plus with Integrated Valve. The valve features three positions: open, partially closed, and restricted. While not intended to provide a complete shut-off, the E-Series Ultrasonic Plus with Integrated Valve allows utilities to restrict water flow to a minimum of 0.125 gpm for humanitarian reasons. Additionally, the valve actuation can either be scheduled for a specific date in the future or during the next communication cycle.
1.36	Water Meters	Type	Meters shall be solid state, battery operated meters with electronics in a totally encapsulated, waterproof housing. Meter and register shall be a single unit with no moving parts in the flow path, however, meters with removable and replaceable electronics are allowable.	Must Have	Yes	
1.37	Water Meters	Design	The meters external casing shall be constructed of composite plastic, lead-free bronze alloy or stainless-steel enclosure, which permanently houses the meter elements. Flow tubes shall be constructed of lead-free bronze or stainless-steel.	Must Have	Yes	
1.38	Water Meters	Operating Capacity	Meters shall have the capability to operate under flow conditions as specified in AWWA Standard C715-18	Must Have	Yes	
1.39	Water Meters	Operating Characteristics	Main case connections for 1-1/2" and 2" meters must have standard ANSI integral flanges cast into the meter casing or swivel with elliptical flange and have a bolt pattern with enough clearance for bolts to be inserted from opposite side of meter.	Must Have	Yes	
1.40	Water Meters	Accuracy	Meters sizes 5/8", 5/8" x 3/4", 3/4", and 1" shall meet or exceed current AWWA C715-18 (R22) new meter low, normal, and high flow new meter accuracy standards for a minimum period of twenty years from the date of manufacture.	Must Have	Yes	
1.41	Water Meters	Accuracy	Meters sizes starting at 1-1/2" and larger shall meet or exceed current AWWA C715-18 (R22) new meter low, normal, and high flow new meter accuracy standards for a minimum period of ten years from the date of manufacture.	Must Have	Yes	
1.42	Water Meters	Environmental tolerances	Water Meters shall operate over a temperature range of at least -30º F to 140º F, and a humidity range of at least 0% to 100% non-condensing.	Must Have	Yes	

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RFP 25-14 AMI REQUIREMENTS (ATTACHMENT B)

Requirement ID	Area	Sub-Area	Requirement Description	Priority	Ability to Meet Requirement (Yes / No)	Comments
2.1	Non-Metallic Meter Covers	General	Meter covers shall be non-metallic, black in color, and constructed of high-impact, no break polymer or composite plastic.	Must Have	Yes	
2.2	Non-Metallic Meter Covers	General	Meter covers shall be field locatable through use of a metal detector.	Desired	Yes	DFW uses a magnent for locating molded in the lids- no metal attachment
2.3	Non-Metallic Meter Covers	General	Meter covers shall fit within the existing City of Glendale meter boxes without the need for meter box replacement or modifications.	Must Have	Yes	City of Glendale has installed DFW lids- We have all sizes
2.4	Non-Metallic Meter Covers	Duty Rating - Regular Duty	Regular Duty meter covers in areas not expected to be exposed to vehicular traffic shall be rated to withstand at least a 20,000-pound load, plus impact, as measured via testing in accordance with paragraph 6.1 of AASHTO M306 without any damage of permanent deformation in excess of 1/8".	Must Have	Yes	All materials quoted from DFW meet AASHTO H20 standards, not M306. Per Addendum 5 the City will accept H20 20k load testing standards.
2.5	Non-Metallic Meter Covers	Duty Rating - Traffic Rated	Traffic Rated meter covers in areas exposed to vehicular traffic shall be rated to withstand at least a 40,000-pound load, plus impact, as measured via testing in accordance with paragraph 6.1 of AASHTO M306 without any damage of permanent deformation in excess of 1/8".	Must Have	Yes	Per the City in Addendum 5, AASHTO H20 is acceptable. For larger high traffic rated cover needs, further evaluation will be needed. YES, DFW MEETS THE H-20 REQUIREMENT ALLOWED IN ADDENDUM 5.
2.6	Non-Metallic Meter Covers	Size and Geometry	The specified meter covers shall come in sizes compatible with the City's existing water meter boxes	Must Have	Yes	Glendale MAG/Tucson sizes. Glendale has used DFW products in City
2.7	Non-Metallic Meter Covers	Design	The cover shall withstand a temperature range of -40-degree F to 190-degree F and shall be resistant to ultraviolet light degradation, corrosion, and be unaffected by rain or condensation, frost-proof, and compatible with rugged service and long life.	Must Have	Yes	There is no standardized test for tempature variation. See attached local references of Cities near Glendale that see the most extreme of the AZ weather.
2.8	Non-Metallic Meter Covers	Design	The cover shall have a slip-resistant surface having a molded tread pattern for skid resistance.	Must Have	Yes	DFW has molded thread pattern and has minnimum coefficeint friction of 0.50 to exceed testing requirements of Western Underground 3.6
2.9	Non-Metallic Meter Covers	Design	As required for the proposed endpoints, each cover shall be furnished with a recess and a hole to accommodate the selected AMI transmitter OR shall optionally be available with mounting brackets to facilitate under-the-cover installation of an endpoint.	Must Have	Yes	DFW has mold inserts for all meter manufactures, different depths, and sizes according manufactures size for ADA, to sit flush with top of lid
2.10	Non-Metallic Meter Covers	Design	Meter covers shall be designed to prevent being easily displaced or from floating during rain events through integrated weighting or another appropriate mechanism.	Must Have	Yes	DFW has anti float blended material with min relative density of 1.10 according to ASTM d792-08 test methods. Does not include metal for weight
2.11	Non-Metallic Meter Covers	Design	Each cover shall have molded in its superior part of its body the words "Water Meter" The words shall be legible and shall be molded permanently in the body of the Lid.	Desired	Yes	DFW has "Water Meter" molded on the lids and can do custom city logo at no additional charge

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RFP 25-14 AMI REQUIREMENTS (ATTACHMENT B)						
Requirement ID	**Area**	**Sub-Area**	**Requirement Description**	**Priority**	**Ability to Meet Requirement (Yes / No)**	**Comments**
3.1	AMI Endpoints	Backfilling Reads	AMI system shall recover and retransmit missing reads from each endpoint to backfill missing interval data on a daily basis.	Must Have	Yes	
3.2	AMI Endpoints	Batteries	The expected battery life of Endpoints shall be at least twenty (20) years. The Owner expects Endpoint low battery alarms to be fully warranted prior to failure.	Must Have	Yes	
3.3	AMI Endpoints	Batteries	The Endpoint shall alert when the battery is reaching end-of-life.	Desired	Yes	
3.4	AMI Endpoints	Data transmission accuracy and security	AMI system shall include provisions to ensure immunity from outside (electromagnetic) interference as well as fading and other forms of signal degeneration or attenuation (such as multi-path fading), to prevent accidental loss or interception of customer or meter reading data.	Must Have	Yes	
3.5	AMI Endpoints	Environmental tolerance	Endpoints must operate in conditions subject to indefinite water submergence (i.e., meter vaults).	Must Have	Yes	Being submerged in water will affect signal propagation which will affect any RF transmitting device. If installed outdoors, the ORION Cellular endpoints must be installed through RF-friendly lids, per the ORION Water Endpoint Installation Manual, to optimize signal propagation and endpoint performance. Per the ORION Water Endpoint Installation Manual, ORION Cellular endpoints must be installed through RF-friendly lids to optimize signal propagation and endpoint performance. Beyond the endpoint mounting, the equipment is suitable for submerging in water.
3.6	AMI Endpoints	Environmental tolerance	Endpoint enclosure should be composed of UV-inhibiting ABS or similar material. All materials used in the Endpoint must be non-hazardous.	Must Have	Yes	
3.7	AMI Endpoints	Environmental tolerance	Ruggedized connection cables shall be available for installations that require extra protection from rodents or physical damage.	Must Have	Yes	To enhance durability and match the ruggedness of our products, all component wires can be fitted with rodent prevention sleeves, safeguarding against potential damage from insects, rodents, and other wildlife.
3.8	AMI Endpoints	Hydrant Meter	Endpoints shall be compatible with temporary hydrant meters.	Must Have	Yes	
3.9	AMI Endpoints	ID Number	Each Endpoint shall have a unique, permanent ID number that is transmitted with the meter readings.	Must Have	Yes	
3.10	AMI Endpoints	Extended Protocols	Endpoints must be capable of accepting extended protocols for meter level alarms and over the air register communication.	Must Have	Yes	Please see our compatibility statement available in our Product Data Sheet or Installation Manual.
3.11	AMI Endpoints	Labeling	Endpoints shall be permanently labeled with manufacturer's name, model number, owner name (Glendale), a tamper warning, Endpoint identification number, required FCC labeling, input/output connections, and date of manufacture.	Must Have	No	The ORION Cellular endpoints are permanently labeled with the following information: Endpoint manufacturer and model Numeric serial number Barcoded serial number Federal Communications Commission (FCC) ID When wired to a Badger Meter encoder, the encoder contains the following information: Manufacturer's name Meter model Unit of measure Date of manufacture Further physical labeling of other attribute would not be available on the product. Note that attributes such as tamper warnings and date of manufacture are readily available in BEACON.
3.12	AMI Endpoints	Labeling	Endpoints shall be labeled with a bar code of the Endpoint identification number. The label shall be weatherproof and attached to the Endpoint where normal installation will not obscure it.	Must Have	Yes	
3.13	AMI Endpoints	Leak detection - Mains	AMI system shall provide acoustic or pressure based distribution system leak detection and to transmit this data via the data collector network to the control computer.	Strongly Desired	Yes	Badger Meter offers a variety of different pressure and acoustic sensors using the very same cellular network as the AMI.
3.14	AMI Endpoints	Meter Interface Unit (Endpoint)	Endpoints must be available in versions that work in water meter vaults as well as inside buildings.	Must Have	Yes	

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RFP 25-14 AMI REQUIREMENTS (ATTACHMENT B)						
Requirement ID	**Area**	**Sub-Area**	**Requirement Description**	**Priority**	**Ability to Meet Requirement (Yes / No)**	**Comments**
3.15	AMI Endpoints	Meter Reading Intervals	Changes to meter reading and Endpoint transmission intervals shall be able to be configured to reset automatically after a given time period.	Nice To Have	No	The ORION Cellular has a standard of 15-minute intervals with a transmission rate of four times per weekday and once per weekend day. Three of these weekday transmissions are configurable by the City to support business processes. These transmissions do not automatically reset after a given time period but can be reset manually at any given time. This would include the entire fleet of endpoints and are unable to change the transmissions times for individual endpoints.
3.16	AMI Endpoints	Endpoints for different meter types and installation circumstances	The proposed Endpoint model shall accommodate different meter register manufacturers.	Must Have	Yes	
3.17	AMI Endpoints	Multiple meters/registers	Endpoints shall optionally provide multiple ports to handle dual-register meters or ancillary devices	Desired	No	The ORION endpoint does not include dual port endpoint connections, but two endpoints can be connected when two encoders are used.
3.18	AMI Endpoints	Number of digits	Endpoint shall transmit the same number of digits provided by the encoder register with no truncation of data.	Must Have	Yes	
3.19	AMI Endpoints	Other detection features	AMI endpoint shall report reverse flow alarms from the meter.	Must Have	Yes	
3.20	AMI Endpoints	Other detection features	AMI system shall have the ability to accept other detection parameters from the meter, such as pressure and temperature, and to transmit this via the data collector network to the control computer.	Desired	Yes	
3.21	AMI Endpoints	Other detection features	AMI shall provide interface units that connect to third party sensors (including but not limited to water quality, temperature, pressure) through common interfaces such as 4-20 ma or MODBUS such that data are transmitted via the data collector network to the head-end.	Nice To Have	Yes	Badger Meter offers Telog recording telemetry units that enable the transmission of data from third party sensors through a common backhaul device to Badger Meter Software. These units are designed to collect data from various sensors by recording its data interface. Telog supports multiple data interfaces, including Analog (4-20mA, 0-5 vdc), Digital (Pulse/Relay), Encoder, or Modbus
3.22	AMI Endpoints	Pit Set Endpoints	Pit-set Endpoints shall meet performance requirements using an under-lid or through lid installation with composite pit and vault lids	Must Have	Yes	
3.23	AMI Endpoints	Programmability	The Endpoint shall be able to be initialized or programmed during or prior to field installation.	Strongly Desired	Yes	ORION Cellular endpoints are pre-configured in the factory to recognize the device they are connected to and do not require field programming.
3.24	AMI Endpoints	Programmability	The system shall be capable of over the air reprogramming of an Endpoint. This functionality should allow for all functions available via a programming handheld as well as firmware upgrade.	Desired	Yes	
3.25	AMI Endpoints	Programmability	Firmware updates shall be possible both over the air and in the field.	Must Have	Yes	
3.26	AMI Endpoints	Programmability	AMI Endpoints shall be capable of being read via walk-by and drive-by devices in the event of network issues, without the need for the mobile collector to have internet access.	Must Have	Yes	In the rare event the cellular communications network fails the ORION Cellular endpoint is capable of transmitting a mobile RF message to support a walk-by method of collection.
3.27	AMI Endpoints	Programmability	Meter reading and Endpoint transmission intervals shall be configurable through remote electronic communication with the Endpoint (including via two-way).	Desired	Yes	The ORION Cellular endpoint offers two-way communication, however the endpoint collects as a standard 15-minute intervals. The transmission of the data is configurable for three of the four communication call-ins per weekday.
3.28	AMI Endpoints	Tamper detection	The system shall provide tamper detection capability which, when the meter, Endpoint or any wiring between components has been tampered with, shall cause a tamper message to be immediately transmitted to the AMI software.	Must Have	Yes	
3.29	AMI Endpoints	Water Proofing	Endpoints shall be provided in waterproof casing rates IP8 or better (submersion up to 1 meter of depth) in accordance with IP code, IEC standard 60529.	Must Have	Yes	Assumes that the writer intended to list IP68.

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RFP 25-14 AMI REQUIREMENTS (ATTACHMENT B)						
Requirement ID	**Area**	**Sub-Area**	**Requirement Description**	**Priority**	**Ability to Meet Requirement (Yes / No)**	**Comments**
3.30	AMI Endpoints	Meter Reading Intervals	Endpoints shall provide for at least hourly interval meters reads.	Must Have	Yes	
3.31	AMI Endpoints	Meter Reading Intervals	Endpoints shall provide for 15-minute interval data.	Nice To Have	Yes	
3.32	AMI Endpoints	Meter Reading Intervals	The Endpoint shall support localized interval data history storage and retrieval for all available measurements, with a minimum storage capacity of thirty-five (35) consecutive days of hourly interval data. Describe the retrieval process.	Must Have	Yes	Using the Product Configuration Utility (PCU) software, an infrared (IR) communication cable and Windows tablet/laptop/handheld localized data retrieval is available. Connect the IR communication device to the endpoint, the the troubleshooting process can begin.
3.33	AMI Endpoints	Public Relations	The Endpoint shall NOT transmit any personally identifiable information.	Must Have	Yes	
3.34	AMI Endpoints	RF Operation	The utility shall have the ability to configure priority-mode communications on individual Endpoints.	Desired	No	The system provides for immediate notification when high-priority system exceptions occur, based on the utility's identification of the high-priority exceptions in BEACON, however, these notifications are for the entire population of endpoints. Once programmed in BEACON, when a high-priority status exception is reported to an ORION Cellular endpoint, an immediate off-schedule transmission from that endpoint will be triggered. This enables prompt notification of the condition to the utility so that corrective action may be taken immediately, thereby removing any latency of a standard radio transmission. For example, this functionality is available for endpoint reported conditions such as endpoint tamper (cut-wire) and encoder communication error as well as for meter-reported conditions such as meter exceeding max flow.
3.35	AMI Endpoints	Environmental tolerances	AMI endpoints shall operate over a temperature range of at least -30º F to 140º F, and a humidity range of at least 0% to 100% non-condensing.	Must Have	Yes	

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RFP 25-14 AMI REQUIREMENTS (ATTACHMENT B)

Requirement ID	Area	Sub-Area	Requirement Description	Priority	Ability to Meet Requirement (Yes / No)	Comments
4.1	Data Collection System	Backhaul	Collectors shall have the capability for redundant backhaul with automatic switchover.	Must Have	Not Applicable	Badger Meter's AMI solution leverages the current cellular infrastructure
4.2	Data Collection System	Backhaul	The AMI system shall be able to use Fiber backhaul for primary and cellular backhaul for secondary.	Desired	Not Applicable	Badger Meter's AMI solution leverages the current cellular infrastructure
4.3	Data Collection System	Data Persistence	The Respondent's proposed hardware shall retain minimum of 30 days of data in event the collector loses backhaul connectivity.	Must Have	Yes	Badger Meter's Cellular Orion end point retains 42 days of data
4.4	Data Collection System	Batteries	The AMI system shall have battery backup for all data collector components.	Must Have	Yes	
4.5	Data Collection System	Communication to control computer	Collectors shall have multiple network connectors including fiber optic, wireless broadband/cellular, and ethernet.	Must Have	Not Applicable	Badger Meter's AMI solution leverages the current cellular infrastructure
4.6	Data Collection System	Data transmission accuracy and security	AMI system shall provide full end to end encryption at a minimum of AES-128 for all data communicated between the Endpoint and data collectors, and the data collectors and the system head-end. AMI Vendor to provide specific information about encryption methods utilized, including encryption levels and standards.	Must Have	Yes	
4.7	Data Collection System	Data transmission accuracy and security	The AMI system shall provide the ability to disable and enable encryption when required to support system maintenance and troubleshooting.	Desired	Not Applicable	Maintence and troubleshooting of the NaaS(Cellular AMI) is included in Badger Meter's offering
4.8	Data Collection System	Data transmission accuracy and security	Owner shall retain ownership of all system data and have full access to it at any and all times to utilize or export to third parties as they see fit, even in a hosted environment.	Must Have	Yes	
4.9	Data Collection System	Electrical Isolation	Data collector system equipment shall be electrically isolated to protect against power surges or lightning strikes.	Must Have	Not Applicable	Badger Meter's AMI solution leverages the current cellular infrastructure that has multiple layers of redundancy to protect against power surges and lightning strikes
4.10	Data Collection System	Environmental tolerances	Data Collection Equipment shall operate over a temperature range of at least -30º F to 140º F, and a humidity range of at least 0% to 100% non-condensing.	Must Have	Yes	
4.11	Data Collection System	FCC compliance	All applicable AMI system components must comply with FCC regulations 47CFR §15 (regulations regarding unlicensed transmissions).	Must Have	Yes	
4.12	Data Collection System	Intrusion Alarms	Proposed solution must support real-time flags for intrusion at AMI collector equipment sites. This may include, but is not limited to, door open alarms and data access alarms.	Must Have	Yes	
4.13	Data Collection System	Endpoint Coverage	The data collection network shall provide 100% coverage of all Endpoints with at least 1 collector.	Must Have	Yes	
4.14	Data Collection System	Physical Data Interfaces	System shall provide password protected access to any physical data interfaces on the equipment itself, shall be required along with documentation on updating and maintaining the user access.	Desired	Yes	
4.15	Data Collection System	Programming	Collectors shall be capable of interfacing with Owner's laptops for troubleshooting and maintenance. Additionally, collectors must have a method for local interface that allows download of data in the event of a backhaul failure.	Must Have	Not Applicable	Badger Meter's AMI solution leverages the current cellular infrastructure
4.16	Data Collection System	Read Success Rate	Proposed solution shall consist of a sufficient number of data collectors and repeaters to obtain at least one meter register reading within a three-day interval from at least 99.5% of all meters on which the system is installed, to obtain at least one read per day from at least 99% of meters on which the system is installed, and to obtain at least 99% of all readings taken hourly or at more frequent intervals, unless there are temporary physical barriers beyond the control of the Owner or the Proposer.	Must Have	Yes	
4.17	Data Collection System	Redundancy	The data collection network shall maintain at least a 2:1 coverage redundancy on no less than 100% of all endpoints.	Must Have	Not Applicable	Badger Meter's AMI solution leverages the current cellular infrastructure
4.18	Data Collection System	Protecting Data	The system shall have a method that allows collectors to detect unauthorized access and send an alert to head-end system.	Must Have	Yes	
4.19	Data Collection System	Stored data system integrity and security	The system shall have the capability to prevent loss of stored meter reading and meter alarm data.	Must Have	Yes	
4.20	Data Collection System	Time Synchronization	The proposed system shall support automatic Endpoint clock synchronization with Collectors and the Head End System. Time synchronization of all elements in an AMI system is required, which here means that the internal clocks on all devices shall be in synch to the single second or better.	Must Have	Yes	
4.21	Data Collection System	Time Synchronization	Time sync configurations shall be set before or when equipment is installed in the field.	Desired	Yes	

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RFP 25-14 AMI REQUIREMENTS (ATTACHMENT B)

Requirement ID	Area	Sub-Area	Requirement Description	Priority	Ability to Meet Requirement (Yes / No)	Comments
5.1	Portable Interrogation, Field Programming and Testing Devices	Functions/modes of operation	The unit shall be capable of reading and downloading data from the Endpoints.	Strongly Desired	Yes	
5.2	Portable Interrogation, Field Programming and Testing Devices	Design - Registers	The programmer for meter register and encoder shall be ruggedized (able to stand up to field environment and drops)	Desired	Yes	
5.3	Portable Interrogation, Field Programming and Testing Devices	Functions/modes of operation	The unit shall be capable of programming the Endpoint with any information required for operation and not pre-programmed at the factory. It shall be capable of providing instructions to the Endpoint concerning the make, model and data protocol of the meter being connected, should the Endpoint not be able to determine this itself.	Strongly Desired	Yes	
5.4	Portable Interrogation, Field Programming and Testing Devices	Functions/modes of operation	The handheld unit shall be able to program a programmable meter register.	Must Have	Yes	
5.5	Portable Interrogation, Field Programming and Testing Devices	Mobile Meter Reading	System shall be capable of reading meters in both walk-by or mobile drive-by mode.	Must Have	Yes	Cellular-based AMI systems provide greater reliability than is available in both mobile and traditional data-collector based radio frequency (RF) systems. Thus, there is limited, if any, need for mobile backup. In the event the utility requires a mobile backup read, the use of a handheld meter reading device can be utilized for mobile reading purposes. Mobile reads would be completed by having a meter reader walk by the location of the ORION Cellular unit and gather the required endpoint reading to be loaded into BEACON.
5.6	Portable Interrogation, Field Programming and Testing Devices	Bar code reader	The unit shall contain an integral optical character reader or other device or function to capture meter and Endpoint numbers from bar codes or other machine readable information contained attached to the units.	Strongly Desired	Yes	
5.7	Portable Interrogation, Field Programming and Testing Devices	Data Loss Prevention	All units must ensure against accidental data loss in case of a dead battery.	Must Have	Yes	
5.8	Portable Interrogation, Field Programming and Testing Devices	Encryption	Handheld shall have the ability to temporarily disable encryption on the endpoint if required for maintenance without intervention from the head end for maintenance and configuration.	Nice To Have	Yes	Badger Meter offers several handheld device options for troubleshooting and mobile data collection for back-up capabilities. Additionally, the Badger Meter IR Communication Device can be used to activate or inactivate the endpoint, verify encoder connection, and confirm network communication. This device can be used as a standalone tool, or connected with the Product Configuration Utility software via a handheld, tablet, or laptop.
5.9	Portable Interrogation, Field Programming and Testing Devices	Functions/modes of operation	The unit shall remotely be able to locate and diagnose problems with a meter register or Endpoint unless the system incorporates an alternate way to make such diagnoses.	Strongly Desired	Yes	
5.10	Portable Interrogation, Field Programming and Testing Devices	Functions/modes of operation	The unit shall be able to ascertain the condition or remaining life of the battery in an Endpoint and the water meter register.	Strongly Desired	Yes	
5.11	Portable Interrogation, Field Programming and Testing Devices	Functions/modes of operation	The programming/installation field tool shall provide immediate feedback of Endpoint programming success and signal strength to the network.	Must Have	Yes	
5.12	Portable Interrogation, Field Programming and Testing Devices	Mobile Solution	Field applications shall be made available in Android, iOS, or Windows compatible installers for use with the utility's own hardware.	Desired	Yes	
5.13	Portable Interrogation, Field Programming and Testing Devices	Mobile Solution	Programming field tools shall support cellular and/or wireless connectivity.	Desired	Yes	
5.14	Portable Interrogation, Field Programming and Testing Devices	Off-Line Operations	The field programmer shall be able to perform all functions without the need to be connected to the internet.	Strongly Desired	Yes	
5.15	Portable Interrogation, Field Programming and Testing Devices	Data Export	The field tool shall retain a log or have the capability to export programming and read history in a common format.	Strongly Desired	Yes	

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RFP 25-14 AMI REQUIREMENTS (ATTACHMENT B)

Requirement ID	Area	Sub-Area	Requirement Description	Priority	Ability to Meet Requirement (Yes / No)	Comments
6.1	AMI System Software	General	Any Proposer-supplied, on-premise database used to store and manage meter readings must be a non-proprietary and SQL-compliant	Must Have	Not applicable	Our BEACON software is a cloud-based Software as a Service.
6.2	AMI System Software	General	The AMI system shall provide direct linking to system data to support the export of data via either ODBC database connections or API connections.	Must Have	Yes	
6.3	AMI System Software	General	The Respondent shall maintain and provide a detailed data dictionary and the full database schema to the Owner.	Must Have	Yes	
6.4	AMI System Software	General	The AMI system shall provide reports which detail all past and current two-way commands including the user who initiated them, date stamps, their success rates, and data responses.	Must Have	Yes	
6.5	AMI System Software	General	Report formats shall be user-customizable with full access to all tables and fields, using a built-in report writer or a third-party commercially available report writer that is included with the control computer software. Reports must be able to be directed to a printer, screen or locally accessible data file. The control computer software should enable users to do ad hoc queries.	Desired	Yes	
6.6	AMI System Software	General	The system shall maintain log files of application events (errors, warnings, etc.) including file processing stats and scheduled events. These logs must be accessible and searchable via the system interface.	Must Have	Yes	
6.7	AMI System Software	General	AMI system shall allow user defined, multi-faceted role-based security levels for activities within the system. Example: (Division Assignment + Role = permission/access)	Must Have	Yes	
6.8	AMI System Software	General	System shall have the ability to enforce security by Active Directory (AD) group memberships and support Single Sign-On across all applications.	Must Have	Yes	
6.9	AMI System Software	Software-as-a-Service	Proposer shall maintain redundant and geographically dispersed data centers such as to provide a backup site.	Must Have	Yes	
6.10	AMI System Software	General	Vendor shall represent and warrant that the software, as delivered to the Owner, does not contain any program code, virus, worm, trap door, back door, timer, or clock that would erase data or programming or otherwise cause the software to become inoperable, inaccessible, or incapable of being used in accordance with its user manuals, either automatically, upon the occurrence of Licensor-selected conditions, or manually on the command of a person.	Must Have	Yes	
6.11	AMI System Software	Software-as-a-Service	Hosted services includes off-site backups and a restore/recovery process in cases where a data center outage is for an extended time.	Must Have	Yes	
6.12	AMI System Software	Software-as-a-Service	Hosted environments must be a Tier 1 Data center, maintain high availability architecture and achieve at least 99.9% application uptime.	Must Have	Yes	
6.13	AMI System Software	Software-as-a-Service	Hosted environment compliant with SOC Type II. Independent audit report must be available upon request.	Must Have	Yes	
6.14	AMI System Software	Software-as-a-Service	Hosting environment is certified to ISO 27001 and NIST 800-53	Must Have	Yes	
6.15	AMI System Software	MDMS	The City requires that users in the Meter Data Management System be able to identify a group of meters and customers from a map (by drawing a polygon or box) and output consumption / metering data in a table format that can be exported to Excel.	Strongly Desired	Yes	
6.16	AMI System Software	General	The AMI HES and/or the MDMS shall allow users to subscribe to emailed reports of all (or specifically targeted) device alarms over user-defined periods (daily, weekly, monthly).	Strongly Desired	Yes	
6.17	AMI System Software	General	A user-programmable scheduler agent shall be available to perform scripted actions related to program operations and integrations.	Must Have	Yes	
6.18	AMI System Software	Head End	The Headend software shall allow for access to all system data via database connection or APIs.	Must Have	Yes	
6.19	AMI System Software	Head End	The Head End system shall supply basic functionality for Endpoint management, alarm management, two-way firmware upgrades and commands, network monitoring, and API-based data integration.	Must Have	Yes	
6.20	AMI System Software	Head End	The AMI Solution Head End must have sufficient data processing performance to support hourly interval meter reading data updated multiple times per day from 100,000 water meters	Must Have	Yes	
6.21	AMI System Software	Head End	The AMI Solution Head End must have sufficient data processing performance to support every 15 minute handling of 15 minute meter reading data from 100,000 water meters	Strongly Desired	Yes	
6.22	AMI System Software	Head End	The AMI Solution Head End must have sufficient data storage to support 3 years worth of hourly interval meter reading data from 100,000 water meters	Must Have	Yes	

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RFP 25-14 AMI REQUIREMENTS (ATTACHMENT B)

Requirement ID	Area	Sub-Area	Requirement Description	Priority	Ability to Meet Requirement (Yes / No)	Comments
6.23	AMI System Software	Head End	The Head End system shall supply map visualizations to help the AMI system administer/ manage system performance and visualize alarms and notifications. Minimum requirements are to see on a map: •Collector status (online, offline) •System performance metrics (latency, redundancy, reading and RF throughput ratios) •Device (collector, Endpoint, meter) alarms •Endpoint communication status and signal metrics Map data shall be exportable.	Must Have	Yes	
6.24	AMI System Software	Head End	The software shall provide the user with reports of the current status and reading history of individual accounts and selectable groups of accounts.	Must Have	Yes	
6.25	AMI System Software	Head End	The software shall allow endpoints to be assigned to group en-mass or via an upload process, in addition to adding endpoints to a group individually.	Desired	Yes	
6.26	AMI System Software	Head End	The software shall be able to sort and list accounts and their meter reading data, and to provide configurable sorting and filtering.	Must Have	Yes	
6.27	AMI System Software	Head End	The AMI Solution shall manage the associated AMI network equipment providing configurable reports on system status, health, throughput, and connectivity though all levels of the network	Must Have	Yes	ORION Cellular NaaS eliminates many of the traditional fixed network operating expenses such as infrastructure, or the need for designing, permitting, installing, maintaining, troubleshooting, and supporting a separate telecommunications network. Our ORION Cellular NaaS includes endpoints that collect and transmit new 15-minute interval readings four times per weekday and once per weekend day directly to cellular carriers' communication towers into BEACON.
6.28	AMI System Software	Head End	The Head End system shall provide a performance dashboard that can be configured to display key system metrics including but not limited to overall register read success rates, individual daily register read success rates, overall interval read success, and average data collector redundancy.	Must Have	Yes	
6.29	AMI System Software	Head End	The AMI Solution shall have the capability for a utility user to enable proactive alerts regarding system status, system health and other important system admin concerns.	Must Have	Yes	
6.30	AMI System Software	Head End	Software shall (1) operate the control computer that interacts with other AMI system components to obtain meter readings and perform all over the air communication (2) manage the database of meter readings and other information, and (3) interface to the Owners' and other information systems. These applications may be integrated or separate.	Must Have	Yes	
6.31	AMI System Software	Head End	Time reported is configurable to report in local time in all software interfaces. Vendor is responsible for time conversion to local time.	Must Have	Yes	
6.32	AMI System Software	Head End	The AMI system shall be capable of relaying data from acoustic leak sensors through the AMI network, and making it available for analysis and export via the user interface.	Strongly Desired	Yes	Badger Meter offers acoustic leak detection devices that use the same cellular network as the ORION Cellular NaaS solution which would be made available for analysis and export of data.
6.33	AMI System Software	Head End	The Headend shall provide an aggregated view of all parameters that have been programmed into Endpoint, Register, and any other connected devices, with filtering options to easily search for and export all devices sharing a common parameter (i.e.- alarm thresholds, reading dials, resolution, etc.).	Must Have	Yes	
6.34	AMI System Software	MDMS	The MDMS software shall provide a complete set of APIs for use accessing system data and implementing integrations.	Must Have	Yes	
6.35	AMI System Software	MDMS	The MDMS software shall allow for, at minimum, read-only access to all databases. The Respondent shall provide updated database schemas for all software, both at time of deployment and after each update.	Must Have	No	We do not allow direct access to the databases in our cloud-platform.
6.36	AMI System Software	MDMS	The AMI system shall provide leak alerts which indicate if there is an abnormal increase in water consumption, if there is no time interval (e.g., at night) when the rate of consumption is zero, or if there is a "running continuously" condition. Leak alert thresholds shall be configurable.	Must Have	Yes	
6.37	AMI System Software	MDMS	The MDMS shall supply basic functionality for reading data validation and editing, reporting on alarms/reads/exceptions, delivery of billable reads to CIS, and long-term storage of all reading and alarm data received from the Head End.	Must Have	Yes	
6.38	AMI System Software	MDMS	The MDMS shall indicate when there is an extended period of no flow through the meter, or an unusually low consumption over a regular reading interval and be able to provide a list of daily, weekly, or monthly alarms via email to select users.	Must Have	Yes	

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RFP 25-14 AMI REQUIREMENTS (ATTACHMENT B)

Requirement ID	Area	Sub-Area	Requirement Description	Priority	Ability to Meet Requirement (Yes / No)	Comments
6.39	AMI System Software	MDMS	The MDMS shall allow meters to be grouped into multiple different user-configurable groups by the user for meter reading and data analysis. Examples of groups include routes, customer types, billing cycle, pressure districts, and geographic areas. Grouping must be able to managed in the User Interface, including adding and removing meters from the group. The software shall allow endpoints to be assigned to group en-mass or via an upload process, in addition to adding endpoints to a group individually.	Must Have	Yes	
6.40	AMI System Software	MDMS	The MDMS shall provide the ability to create a Virtual Meter from a grouping of meters. Virtual Meters shall sum the consumption for a grouping of meters and present the total consumption in a report for each interval period.	Must Have	Yes	Virtual meters is on the development roadmap.
6.41	AMI System Software	MDMS	Virtual Meters must be able to be managed in the User Interface, including adding and removing meters from the group. Meter shall be able to be assigned to multiple virtual meters. The software shall allow endpoints to be assigned to virtual meters groups en-mass or via an upload process, in addition to adding endpoints to a virtual meter group individually.	Must Have	No	Virtual meters is on the development roadmap.
6.42	AMI System Software	MDMS	The MDMS shall provide geographic, non-revenue dashboards that compare water production from SCADA against aggregated consumption from meter groups.	Desired	Yes	This is supported through BEACON's DMA feature.
6.43	AMI System Software	MDMS	The MDMS shall display other detection parameters gathered by the meter, including temperature and pressure.	Strongly Desired	Yes	
6.44	AMI System Software	MDMS	The MDMS shall flag and report any unauthorized usage, if the customer account record indicates that service has been shut off.	Must Have	Yes	
6.45	AMI System Software	MDMS	The MDMS shall display an aggregated view of all alarms received from devices, with detailed history available for individual devices. The view(s) shall clearly differentiate between active vs. historical alarms, and provide filtering and export options.	Must Have	Yes	
6.46	AMI System Software	MDMS	The MDMS shall receive updated data from the Head End at the following minimum frequencies: general alarms = 1 hour, critical alarms = immediate, reading data = twice per day	Must Have	Yes	
6.47	AMI System Software	MDMS	Validation and estimation processes in the MDMS shall function regardless of data import method.	Must Have	Yes	
6.48	AMI System Software	MDMS	The MDMS shall allow the option of applying multipliers to read values for display, reporting, and export purposes. The system must support individual multipliers for each meter record.	Must Have	No	
6.49	AMI System Software	MDMS	Software shall identify accounts where usage violates temporary restrictions (e.g., apparent outdoor irrigation usage during non-allowed times or days)	Must Have	Yes	
6.50	AMI System Software	MDMS	MDMS shall identify irrigation usage from consumption patterns and time of use.	Desired	Yes	
6.51	AMI System Software	Installation Management System	Installation Management System must contain information about the meter exchange including photographs.	Must Have		Work Order Management system contains information such as photos, account ID, location, etc. See Schedule of Work submission for screenshots and additional details
6.52	AMI System Software	Installation Management System	Installation Management System must have a meter inventory management capabilities which includes assignment of inventory in different statuses (in stock, quarantined, etc.) and which must be accessible by Owner.	Must Have		Proposal includes digital inventory management sofware that shall serve as centralized and realtime tracking tool for products. Utilizes barcode scanning and interfaces with WOMS
6.53	AMI System Software	Installation Management System	Installation Management System must have a configurable installation workflow such that installers are guided with a prescribed installation procedure including photos and data to be captured during the install	Must Have		Yes, this is a basic capability of the proposed WOMS. See Schedule of Work for more information.
6.54	AMI System Software	Installation Management System	Installation Management System must have the ability to status install with configurable statuses (installed, escalated to utility, meter/service repair, etc.)	Must Have		Yes, this is a basic capability of the proposed WOMS.
6.55	AMI System Software	Installation Management System	Installation Management System must have the capability for reporting or data exports on the status of installation work	Must Have		Yes, this is a basic capability of the proposed WOMS.
6.56	AMI System Software	Installation Management System	Installation Management System must have the capability to confirm customer communications have been sent before the install is scheduled	Desired		Traditional mailed notifications will be sent and managed per RFP. Mailer will contain QR code. All mailed accounts will be contained on documented list with completed mailing dates.
6.57	AMI System Software	Customer Portal	Vendor shall provide a customer portal that displays interval usage information.	Must Have	Yes	
6.58	AMI System Software	Customer Portal	Customer portal shall display usage information from the MDM after information has gone through VEE Processing (measurements).	Desired	Yes	Data doesn't go through a VEE process.
6.59	AMI System Software	Customer Portal	Customer portal shall support single sign on for City staff.	Desired	Yes	
6.60	AMI System Software	Customer Portal	The Customer Portal shall have different interfaces for the utility user and the end customer user. A utility user must be able to view the end customer view in the event they must provide phone support to the end customer.	Must Have	Yes	
6.61	AMI System Software	Customer Portal	End Customer interface must be compatible with commonly available devices, browsers, and operating systems that a customer could use for the lifetime of the system.	Must Have	Yes	
6.62	AMI System Software	Customer Portal	The End Customer user interface must be available for use on mobile devices, whether on a mobile browser or separate application.	Must Have	Yes	
6.63	AMI System Software	Customer Portal	The End Customer must be able to receive notifications through the Customer Portal system, text and email.	Must Have	Yes	

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RFP 25-14 AMI REQUIREMENTS (ATTACHMENT B)

Requirement ID	Area	Sub-Area	Requirement Description	Priority	Ability to Meet Requirement (Yes / No)	Comments
6.64	AMI System Software	Customer Portal	Portal shall provide customer-configurable threshold alerts based on meter consumption data, notifying customers when they have exceeded their usage threshold.	Must Have	Yes	
6.65	AMI System Software	Customer Portal	End Customer accounts must be able to have access to more than one meter under one account.	Must Have	Yes	
6.66	AMI System Software	Customer Portal	End Customer must be able to have access to more than one account under a single portal user name.	Must Have	Yes	
6.67	AMI System Software	Customer Portal	Customer portal shall be designed to be compliant with American with Disabilities Act web accessibility guidelines and to meet the most current standards from the World Wide Web Consortium's (W3C) Web Content Accessibility Guidelines (WCAG). Section 508	Must Have	Yes	ADA guidelines are leveraged in updates to the BEACON consumer portal. The VertexOne Digital Suite currently adheres to the Web Content Accessibility Guidelines 2.2, Level AA.
6.68	AMI System Software	Customer Portal	Customer portal shall have the capability to provide End Customer with notifications of high and unusual patterns of water consumption.	Must Have	Yes	This is also supported with the optional VertexOne offering.
6.69	AMI System Software	Customer Portal	Customer portal shall alert customer via phone or text message of a suspected pipe burst.	Strongly Desired	Yes	A leak alrert can be configured aleting the customer of unusal water flow which could be from a pipe burst. This is also supported with the optional VertexOne offering.
6.70	AMI System Software	Customer Portal	Customer portal should provide water saving tips and tools to the End Customers, as applicable based on customer usage consumption pattern and promotion of water saving devices, etc.	Must Have	Yes	Badger Meter partilly complies with this requirement on the basis of availability of affordability programs- but Badger Meter does not support enrollment into these programs.
6.71	AMI System Software	Customer Portal	Customer portal shall be able to direct End Customer to water conservation and efficiency programs available at City of Glendale or through third party	Strongly Desired	Yes	
6.72	AMI System Software	Customer Portal	Customer portal shall be able to direct End Customer to availability and enrollment to specific customer affordability programs.	Strongly Desired	Yes	
6.73	AMI System Software	Customer Portal	Customer Portal shall provide End Customer the ability to set communication preference, such as viewing information in English and Spanish	Must Have	Yes	
6.74	AMI System Software	Customer Portal	Customer Portal shall provide the End Customer the ability to prepare printable consumer water consumption reports that compares consumption to other customer groups (similar to energy consumption reports).	Must Have	Yes	Supported by optional VertexOne offering.
6.75	AMI System Software	Customer Portal	Customer portal shall allow End Customer to make, modify, reschedule, or cancel online payments or automatic payments.	Must Have	Yes	Supported by optional VertexOne offering.
6.76	AMI System Software	Customer Portal	Customer portal shall integrate with third-party payment applications.	Must Have	Yes	EyeOnWater can provide a link to your payment provider but does not display bills directly. VertexOne currently has a pre-built integrations to provide a seamless customer experience with your payment vendor, Paymentus. With this integration, customers can make payments directly from the VertexOne application. With Paymentus, VertexOne leverages a fully integrated iFrame. Customers can pay through the Paymentus iFrame without ever leaving the VertexOne Digital portal. VertexOne solutions can further integrate with any third-party payment solution capable of mapping to the VertexOne APIs.
6.77	AMI System Software	Customer Portal	Customer portal shall integrate with Paymentus for on-line payment processing functions.	Must Have	Yes	Please see the response to requirement 6.76, above. VertexOne has an official partnership with Paymentus. There are approximately 40 live clients leveraging the VertexOne / Paymentus integrated solution.
6.78	AMI System Software	Customer Portal	Customer portal shall provide customizable online audit for customers to self-diagnose high water consumption.	Must Have	Yes	Supported by optional VertexOne offering.
6.79	AMI System Software	Customer Portal	Customer portal shall provide customers with analytics for understanding contributing factors for high water consumption including detailed water consumption insights.	Must Have	Yes	Supported by optional VertexOne offering.
6.80	AMI System Software	Customer Portal	Customer portal shall provide end user ability to compare two or more billing periods.	Must Have	Yes	
6.81	AMI System Software	Customer Portal	Customer portal shall provide end user ability to forecast or project future periods.	Must Have	Yes	Supported by optional VertexOne offering.
6.82	AMI System Software	Customer Portal	Portal must conform with design and style of corporate website and vendor must be able to update the design and style in accordance with the latest Owner branding and communication requirements.	Must Have	Yes	
6.83	AMI System Software	Customer Portal	Customer portal must integrate with telephony and billing systems to enable customer to contact customer service representatives through 'Click to Chat', 'Click to Call' or similar links.	Strongly Desired	Yes	
6.84	AMI System Software	Customer Portal	Customer portal must integrate with outage management systems and provide ability for real time information and visual outage reporting using data and ArcGIS maps.	Strongly Desired	Yes	
6.85	AMI System Software	Customer Portal	Capability to enroll in notifications/alerts based on communication preferences for no additional cost including: Bill threshold alerts, bill available, bill due in x days, bill paid including text, email.	Must Have	Yes	
6.86	AMI System Software	Customer Portal	Ability for customers to initiate service orders via the customer portal. Service order to integrate with NorthStar CIS for processing.	Strongly Desired	Yes	

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RFP 25-14 AMI REQUIREMENTS (ATTACHMENT B)

Requirement ID	Area	Sub-Area	Requirement Description	Priority	Ability to Meet Requirement (Yes / No)	Comments
6.87	AMI System Software	Customer Portal	Ability to conduct customer surveys.	Desired	Yes	
6.88	AMI System Software	Customer Portal	Ability to link to printable electronic copy of bill on the customer portal	Must Have	Yes	Supported by optional VertexOne offering.
6.89	AMI System Software	Customer Portal	Ability to have the bill message and newsletter available online via a customer portal.	Must Have	Yes	Supported by optional VertexOne offering.
6.90	AMI System Software	Customer Portal	Portal provides the ability to request service, including service connections, transfers, disconnections, new customer move-in with deposit, etc.	Must Have	Yes	Supported by optional VertexOne offering.
6.91	AMI System Software	Customer Portal	Portal to provide updated account information, including current balances, payment history, billable water usage, due dates, past due amounts, and shut off date, when applicable.	Must Have	Yes	Supported by optional VertexOne offering.
6.92	AMI System Software	Customer Portal	Portal to provide ability to pay bill via credit card, debit card, and ACH.	Must Have	Yes	Supported by optional VertexOne offering.
6.93	AMI System Software	Customer Portal	Portal to provide ability to pay bill via advanced payment methods such as Google Pay, Apply Pay, and Venmo	Desired	Yes	Supported by optional VertexOne offering.
6.94	AMI System Software	Customer Portal	Portal to provide links to a PDF renderings of the bill statement and any correspondence for customer to download or print.	Must Have	Yes	Supported by optional VertexOne offering.
6.95	AMI System Software	Customer Portal	Portal provides ability to opt-in and opt-out of electronic billing, with an option to not receive a paper bill. CIS and corresponding bill printing processes are updated automatically based on changes made in the portal.	Must Have	Yes	Supported by optional VertexOne offering.
6.96	AMI System Software	Customer Portal	Portal provides a way to customers to request a payment extensions and payment plans, based on eligibility rules.	Must Have	Yes	Supported by optional VertexOne offering.
6.97	AMI System Software	Customer Portal	Portal provides customer the ability to enroll or unenroll from automatic payment debiting, either by credit card or bank account.	Must Have	Yes	Supported by optional VertexOne offering.
6.98	AMI System Software	Customer Portal	Ability to modify existing payment options, such as changing a credit card.	Must Have	Yes	Supported by optional VertexOne offering.
6.99	AMI System Software	Customer Portal	Ability to notify users if autopayment methods have expired/no longer usable. Notification can happen through various communication channels.	Must Have	Yes	Supported by optional VertexOne offering.
6.100	AMI System Software	Customer Portal	Ability to send alerts in the customer portal. Alerting in the customer portal could be used for new bill alert, or dunning.	Must Have	Yes	
6.101	AMI System Software	Customer Portal	Portal should be flexible about hiding and displaying information tailored to Owner's needs.	Must Have	Yes	Supported by optional VertexOne offering.
6.102	AMI System Software	Customer Portal	Customer portal shall display water consumption through interactive charts and graphs.	Must Have	Yes	
6.103	AMI System Software	Customer Portal	Customer portal shall be PCI Compliant	Must Have	Yes	
6.104	AMI System Software	Customer Portal	Portal utilizes interval data to estimate water usage types - i.e. breakdown of water use, clothes washing, showing, etc.	Desired	Yes	
6.105	AMI System Software	Customer Portal	Capable of encouraging water conservation such as customers can compare usage to typical usage and efficient usage to better understand their own consumption behaviors.	Strongly Desired	Yes	
6.106	AMI System Software	Customer Portal	End Customer notification from the Customer Portal must include alerts that the Owner can push to all or targeted customers with specific attributes (e.g. consumption, location, payment timeliness).	Must Have	Yes	Supported by optional VertexOne offering.
6.107	AMI System Software	Customer Portal	Portal allows the Owner to create a water budget based on each customer's household characteristics and to display a comparison of actual usage compared to the water budget.	Strongly Desired	Yes	
6.108	AMI System Software	Customer Portal	Portal can prompt customers to sign-up for water saving features when they sign-in to the portal.	Desired	Yes	
6.109	AMI System Software	Customer Portal	Portal can send a personalized customer sign-up link that does not require the customer to look-up their account number to enroll in the portal.	Must Have	Yes	Supported by optional VertexOne offering.
6.110	AMI System Software	Customer Portal	Provide ability for customers to make account profile changes (email, phone, etc.) and then pass these updates to the CIS	Must Have	Yes	

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RFP 25-14 AMI REQUIREMENTS (ATTACHMENT B)

Requirement ID	Area	Sub-Area	Requirement Description	Priority	Ability to Meet Requirement (Yes / No)	Comments
7.1	System Integration	Integration	AMI head-end shall integrate with NorthStar CIS via standard and readily available APIs.	Must Have	Yes	
7.2	System Integration	Integration	AMI head-end shall integrate with the Customer Portal via standard and readily available APIs.	Must Have	Yes	BEACON and VertexOne solutions can both integrate with the Northstar CIS via readilly avialbale APIs
7.3	System Integration	Integration	Customer portal shall integrate with Northstar CIS via standard and readily available APIs.	Must Have	Yes	BEACON and VertexOne solutions can both integrate with the Northstar CIS via readilly avialbale APIs
7.4	System Integration	Integration	The MDMS shall receive and return meter level inquiry and commands to support NorthStar CIS process integration for processes including but not limited to on-demand read, disconnect, and soft-disconnect.	Must Have	Yes	In the monitoring section of BEACON, users will be able to select individual accounts and create groups through filters, giving the City the capability to select a date range and interval of reads using the actions command and export feature to fulfill this requirement. Additionally, the ORION Cellular NaaS solution comes standard with four daily communications per day of 15-minute interval data. This means that the utility will always have fresh, sub-daily reads to reference with customers and internal operations. Three of the daily communications are configurable and are typically scheduled every few hours during business hours. This access enables utilities to promptly detect and respond to irregularities or anomalies, ultimately, making the need for reactive on-demand readings less critical. As the City sets the call-in schedule for the ORION Cellular endpoints, BEACON can configure the system so that final and special reads completed during standard office hours are no more than six hours old, depending on the City's configurable schedule.
7.5	System Integration	Integration	MDMS shall send billing meter reads to NorthStar CIS.	Must Have	Yes	
7.6	System Integration	Integration	AMI head end shall send meter events, including but not limited to register-level alarms (leak, reverse flow, high flow, swapped meter, tamper, etc.) and endpoint events (low battery, meter communication failed, non-numeric read, meter read malfunction, etc.) to MDMS	Must Have	Yes	
7.7	System Integration	Integration	AMI head-end and MDMS shall synchronize device information and master data with NorthStar CIS, including but not limited to meter and Endpoint information.	Must Have	Yes	
7.8	System Integration	APIs	AMI system software (including the headend, MDMS, and customer portal) shall integrate with NorthStar CIS and other applicable City information systems via standard and readily available APIs, which shall expose all pertinent AMI system data.	Must Have	Yes	Yes. Addtionally, the optional VertexOne add-on provides standard APIs for each function enabled in their self-service platform. VertexOne, optionally, can provide their iPaaS middleware layer to map / translate the VertexOne standard APIs to the available CIS APIs. VertexOne and the AMI system are fully integrated.
7.9	System Integration	Customer Account Information Update	As customer account information changes throughout each day in the NorthStar CIS, the relationships between the meter, register and MIU and associated information in the headend, MDMS, and Customer Portal need to stay in sync. This interface shall ensure that when billing reads, consumption analysis, or alarms are identified in the AMI software, they are associated to the correct customer and location.	Must Have	Yes	Yes. Additonally, the optional VertexOne add on pulls Customer, Account and Billing data in real-time from the CIS via standard APIs and pulls AMI data through standard interfaces. Additionally, VertexOne updates thier VXsmart analytics data warehouse daily to ensure data currency for anlytics and reporting needs.
7.10	System Integration	Meter Read Request and Response	Interface shall be a two-way interface between the MDMS and Northstar to request and receive reads for billing.	Must Have	Yes	
7.11	System Integration	Meter Exchange Completed Workorder Data	Interface shall send the completed work order information back into the Northstar billing system to manage meter installation and change out work orders so the CIS is up-to-date after the work is completed. Interface shall contain all relevant information for the correct automated creation of the installed water meter, including but not limited to meter model and size information, read multipliers, meter dial configurations, meter and endpoint IDs, and start/stop meter reads, service line materials of construction, etc.	Must Have	No	We largely believe that we can comply with this request, and we've been engaged in active conversations with the WOMs provider rep (InfraMap) and Northstar. Having said that, we had some open coordination questions about how data would map into Northstar. At the time of this response we simply did not feel comfortable signaling full compliance.

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RFP 25-14 AMI REQUIREMENTS (ATTACHMENT B)

Requirement ID	Area	Sub-Area	Requirement Description	Priority	Ability to Meet Requirement (Yes / No)	Comments
7.12	System Integration	Interval Read Integration to Northstar	AMI system shall provide interval meter read data to Northstar billing system via an interface such that the interval meter reads and usage can be accessed via the Northstar billing user interface without the need to separately access the AMI system software.	Must Have	Yes	
7.13	System Integration	Automated Move-in/Move-Out	Move-in/Move-out meter reads (start reads and final reads) shall be initiated from the Northstar user interface and obtained automatically from the MDMS via an integration with the Northstar billing system without the needs access the AMI system software.	Must Have	Yes	BEACON supports off-cycle billing reads through a publicly documented REST API. The Northstar CIS would need to implement this API to retrieve the billing read.
7.14	System Integration	Virtual Disconnect	Meters can be marked as virtually disconnected in the Northstar billing software and updated as such in the MDMS automatically via an interface with the Northstar billing software. The MDMS shall then alert to usage on the virtually shut account, shall make these alerts available via a report from the AMI software, and shall pass these alerts to the Northstar software via an interface such that they will display on the appropriate accounts.	Must Have	Yes	Northstar must update BEACON with the virtually shut account information. Northstar can then request reads based on the accounts being virtuall shut. Alternatively, BEACON could push any reads on virtuall shut meters to Northstar, but this would require an extra line-item.
7.15	System Integration	Leak Alerts Integration to Northstar	MDMS shall provide leak alerts to Northstar billing system software such that the alert can be displayed on the customer account.	Must Have	Yes	Nothstar can request leak information from BEACON or, with an extra line-item BEACON can push leak information to Nortstar.

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RFP 25-14 AMI REQUIREMENTS (ATTACHMENT B)

Requirement ID	Area	Sub-Area	Requirement Description	Priority	Ability to Meet Requirement (Yes / No)	Comments
8.1	Support	Compliance	Vendor shall obtain all Federal, State and local permits required for the installation and operation of the system and any other approvals.	Must Have	Yes	ORION Cellular NaaS eliminates many of the traditional fixed network operating expenses such as infrastructure, or the need for designing, permitting, installing, maintaining, troubleshooting, and supporting a separate telecommunications network. Our ORION Cellular NaaS includes endpoints that collect and transmit new 15-minute interval readings four times per weekday and once per weekend day directly to cellular carriers' communication towers into BEACON.
8.2	Support	Component firmware	Proposer shall include firmware for all system components, including Endpoints, DCUs and portable interrogator/programming/testing units, at no additional cost or separate annual maintenance fee. Additionally, all updates, including firmware, MUST include release notes at every release.	Strongly Desired	Yes	
8.3	Support	Component firmware	Proposer shall provide any available upgrades or patches to firmware to correct problems, add new standard features, and ensure system compatibility and full functionality for a minimum of 15 years or the expected life of the components at no additional cost, including installation.	Strongly Desired	Yes	
8.4	Support	Security	AMI System shall have third party vendor access to system prohibited unless allowed by Owner's authorized personnel.	Strongly Desired	Yes	