

**CITY OF SIGNAL HILL  
GOODS PURCHASE AGREEMENT**

This Goods Purchase Agreement (“Agreement”) is entered into this 24<sup>th</sup> day of March 24, 2026, by and between the City of Signal Hill, a municipal corporation organized and operating under the laws of the State of California (“City”), and Aqua-Metric Sales Company, a California Corporation with its principal place of business at 4050 Flat Rock Drive, Riverside California, 92505 (“Contractor”). City and Contractor are sometimes individually referred to as “Party” and collectively as “Parties” in this Agreement.

**Section 1. DEFINITIONS.**

A. “Goods” means all machinery, equipment, supplies, items, parts, materials, labor or other services, including design, engineering and installation services, provided by Contractor as specified in Exhibit “A,” attached hereto and incorporated herein by reference.

B. “Delivery Date(s)” means that date or dates upon which the Goods is to be delivered to City, ready for approval, testing and/or use as specified in Exhibit “B.”

**Section 2. MATERIALS AND WORKMANSHIP.**

When Exhibit “A” specifies machinery, equipment or material by manufacturer, model or trade name, no substitution will be made without City’s written approval. Machinery, equipment or material installed in the Goods without the approval required by this Section 2 will be deemed to be defective material for purposes of Section 4. Where machinery, equipment or materials are referred to in Exhibit “A” as equal to any particular standard, City will decide the question of equality. When requested by City, Contractor will furnish City with the name of the manufacturer, the performance capabilities and other pertinent information necessary to properly determine the quality and suitability of any machines, equipment and material to be incorporated in the Goods. Material samples will be submitted at City’s request.

**Section 3. INSPECTIONS AND TESTS.**

City shall have the right to inspect and/or test the Goods prior to acceptance. If upon inspection or testing the Goods or any portion thereof are found to be nonconforming, unsatisfactory, defective, of inferior quality or workmanship, or fail to meet any requirements or specifications contained in Exhibit “A,” then without prejudice to any other rights or remedies, City may reject the Goods or exercise any of its rights under Section 4.C. The inspection, failure to make inspection, acceptance of goods, or payment for goods shall not impair City’s right to reject nonconforming goods, irrespective of City’s failure to notify Contractor of a rejection of nonconforming goods or revocation of acceptance thereof or to specify with particularity any defect in nonconforming goods after rejection or acceptance thereof.

**Section 4. WARRANTY.**

A. Contractor warrants that the Goods will be of merchantable quality and free from defects in design, engineering, material, and workmanship for a period of two (2) years, or such longer period as provided by a manufacturer’s warranty or as agreed to by Contractor and City, from the date of final written acceptance of the Goods by City as required for final payment under Section 7. Contractor further warrants that any services provided in connection with the Goods

will be performed in a professional and workmanlike manner and in accordance with the highest industry standards.

B. Contractor further warrants that all machinery, equipment, or process included in the Goods will meet the performance requirements and specifications specified in Exhibit "A" and shall be fit for the purpose intended. City's inspection, testing, approval, or acceptance of any such machinery, equipment, or process will not relieve Contractor of its obligations under this Section 4.B.

C. For any breach of the warranties contained in Section 4.A and Section 4.B, Contractor will, immediately after receiving notice from City, at the option of City, and at Contractor's own expense and without cost to City:

1. Repair the defective Goods;
2. Replace the defective Goods with conforming Goods, F.O.B. City's plant, office or other location of City where the Goods was originally performed or delivered; or
3. Repay to City the purchase price of the defective Goods.

If City selects repair or replacement, any defects will be remedied without cost to City, including but not limited to, the costs of removal, repair, and replacement of the defective Goods, and reinstallation of new Goods. All such defective Goods that is so remedied will be similarly warranted as stated above. In addition, Contractor will repair or replace other items of the Goods which may have been damaged by such defects or the repairing of the same, all at its own expense and without cost to City.

D. Contractor also warrants that the Goods is free and clear of all liens and encumbrances whatsoever, that Contractor has a good and marketable title to same, and that Contractor owns or has a valid license for all of the proprietary technology and intellectual property incorporated within the Goods. Contractor agrees to indemnify, defend, and hold City harmless against any and all third party claims resulting from the breach or inaccuracy of any of the foregoing warranties.

E. In the event of a breach by Contractor of its obligations under this Section 4, City will not be limited to the remedies set forth in this Section 4, but will have all the rights and remedies permitted by applicable law, including without limitation, all of the rights and remedies afforded to City under the California Commercial Code.

## **Section 5. PRICES.**

Unless expressly provided otherwise, all prices and fees specified in Exhibit "C," attached hereto and incorporated herein by reference, are firm and shall not be subject to change without the written approval of City. No extra charges of any kind will be allowed unless specifically agreed to in writing by City's authorized representative. The total price shall include (i) all federal, state and local sales, use, excise, privilege, payroll, occupational and other taxes applicable to the Goods furnished to City hereunder; and (ii) all charges for packing, freight and transportation to destination.

**Section 6. CHANGES.**

City, at any time, by a written order, and without notice to any surety, may make changes in the Goods, including but not limited to, City's requirements and specifications. If such changes affect the cost of the Goods or time required for its performance, an equitable adjustment will be made in the price or time for performance or both. Any change in the price necessitated by such change will be agreed upon between City and Contractor and such change will be authorized by a change order document signed by City and accepted by Contractor.

**Section 7. PAYMENTS.**

A. Terms of payment, are net thirty (30) days, less any applicable retention, after receipt of invoice, or completion of applicable Progress Milestones. Final payment shall be made by City after Contractor has satisfied all contractual requirements. Payment of invoices shall not constitute acceptance of Goods.

B. If Progress Milestones have been specified in Exhibit "B," then payments for the Goods will be made as the requirements of such Progress Milestones are met. Progress payments for the Goods will be made by City upon proper application by Contractor during the progress of the Goods and according to the terms of payment as specified in Exhibit "B." Contractor's progress billing invoice will include progress payments due for the original scope of work and changes. Each "Item for Payment" shown in Exhibit "B" and each change order will be itemized on the invoice. Invoices for cost plus work, whether part of Exhibit "B" or a change order, must have subcontractor and/or supplier invoices attached to Contractor's invoice. Other format and support documents for invoices will be determined by City in advance of the first invoice cycle.

C. Payments otherwise due may be withheld by City on account of defective Goods not remedied, liens or other claims filed, reasonable evidence indicating probable filing of liens or other claims, failure of Contractor to make payments properly to its subcontractors or for material or labor, the failure of Contractor to perform any of its other obligations under the Agreement, or to protect City against any liability arising out of Contractor's failure to pay or discharge taxes or other obligations. If the causes for which payment is withheld are removed, the withheld payments will be made promptly. If the said causes are not removed within a reasonable period after written notice, City may remove them at Contractor's expense.

D. Payment of the final Progress Milestone payment or any retention will be made by City upon:

1. Submission of an invoice for satisfactory completion of the requirements of a Progress Milestone as defined in Exhibit "B" and in the amount associated with the Progress Milestone;
2. Written acceptance of the Goods by City;
3. Delivery of all drawings and specifications, if required by City;
4. Delivery of executed full releases of any and all liens arising out of this Agreement; and

5. Delivery of an affidavit listing all persons who might otherwise be entitled to file, claim, or maintain a lien of any kind or character, and containing an averment that all of the said persons have been paid in full.

If any person refuses to furnish an actual release or receipt in full, Contractor may furnish a bond satisfactory to City to indemnify City against any claim or lien at no cost to City.

E. Acceptance by Contractor of payment of the final Progress Milestone payment pursuant to Section 7.D will constitute a waiver, release and discharge of any and all claims and demands of any kind or character which Contractor then has, or can subsequently acquire against City, its successors and assigns, for or on account of any matter or thing arising out of, or in any manner connected with, the performance of this Agreement. However, payment for the final Progress Milestone by City will not constitute a waiver, release or discharge of any claims or demands which City then has, or can subsequently acquire, against Contractor, its successors and assigns, for or on account of any matter or thing arising out of, or in any manner connected with, the performance of this Agreement.

#### **Section 8. SCHEDULE FOR DELIVERY.**

A. The time of Contractor's performance is of the essence for this Agreement. The Goods will be delivered in accordance with the schedule set forth in Exhibit "B." Contractor must immediately notify City in writing any time delivery is behind schedule or may not be completed on schedule. In addition to any other rights City may have under this Agreement or at law, Contractor shall pay City the sum of \$626,052.67 per item of Goods for each calendar day for which the item of Goods is unavailable beyond the scheduled delivery date specified in Exhibit "B."

B. In the event that the Goods is part of a larger project or projects that require the coordination of multiple contractors or suppliers, then Contractor will fully cooperate in scheduling the delivery so that City can maximize the efficient completion of such project(s).

#### **Section 9. TAXES.**

A. Contractor agrees to timely pay all sales and use tax (including any value added or gross receipts tax imposed similar to a sales and use tax) imposed by any federal, state or local taxing authority on the ultimate purchase price of the Goods provided under this Agreement.

B. Contractor will withhold, and require its subcontractors, where applicable, to withhold all required taxes and contributions of any federal, state or local taxing authority which is measured by wages, salaries or other remuneration of its employees or the employees of its subcontractors. Contractor will deposit, or cause to be deposited, in a timely manner with the appropriate taxing authorities all amounts required to be withheld.

C. All other taxes, however denominated or measured, imposed upon the price of the Goods provided hereunder, will be the responsibility of Contractor. In addition, all taxes assessed by any taxing jurisdiction based on Contractor property used or consumed in the provision of the Goods such as and including ad valorem, use, personal property and inventory taxes will be the responsibility of Contractor.

D. Contractor will, upon written request, submit to City written evidence of any filings or payments of all taxes required to be paid by Contractor hereunder.

**Section 10. INDEPENDENT CONTRACTOR.**

Contractor enters into this Agreement as an independent contractor and not as an employee of City. Contractor shall have no power or authority by this Agreement to bind City in any respect. Nothing in this Agreement shall be construed to be inconsistent with this relationship or status. All employees, agents, contractors or subcontractors hired or retained by the Contractor are employees, agents, contractors or subcontractors of the Contractor and not of City. City shall not be obligated in any way to pay any wage claims or other claims made against Contractor by any such employees, agents, contractors or subcontractors or any other person resulting from performance of this Agreement.

**Section 11. SUBCONTRACTS.**

Unless otherwise specified, Contractor must obtain City's written permission before subcontracting any portion of the Goods. Except for the insurance requirements in Section 13.A, all subcontracts and orders for the purchase or rental of supplies, materials or equipment, or any other part of the Goods, will require that the subcontractor be bound by and subject to all of the terms and conditions of the Agreement. No subcontract or order will relieve Contractor from its obligations to City, including, but not limited to Contractor's insurance and indemnification obligations. No subcontract or order will bind City.

**Section 12. TITLE AND RISK OF LOSS.**

Unless otherwise agreed, City will have title to, and risk of loss of, all completed and partially completed portions of the Goods upon delivery, as well as materials delivered to and stored on City property which are intended to become a part of the Goods. However, Contractor will be liable for any loss or damage to the Goods and/or the materials caused by Contractor or its subcontractors, their agents or employees, and Contractor will replace or repair said Goods or materials at its own cost to the complete satisfaction of City. Notwithstanding the foregoing, in the event that the City has paid Contractor for all or a portion of the Goods which remains in the possession of Contractor, then City shall have title to, and the right to take possession of, such Goods at any time following payment therefor. Risk of loss for any Goods which remains in the possession of Contractor shall remain with Contractor until such Goods has been delivered or City has taken possession thereof. Contractor will have risk of loss or damage to Contractor's property used in the construction of the Goods but which does not become a part of the Goods.

**Section 13. INDEMNIFICATION.**

A. Contractor shall defend, indemnify and hold the City, its officials, officers, employees, volunteers and agents free and harmless from any and all claims, demands, causes of action, costs, expenses, liability, loss, damage or injury, in law or equity, to property or persons, including wrongful death, in any manner arising out of or incident to any alleged acts, omissions, negligence or willful misconduct of Contractor, its officials, officers, employees, agents, subcontractors and subconsultants arising out of or in connection with the Goods or the performance of this Agreement, including without limitation the payment of all consequential damages and attorneys' fees and other related costs and expenses except such loss or damage which was caused by the sole negligence or willful misconduct of the City.

B. Contractor's defense obligation for any and all such aforesaid suits, actions or other legal proceedings of every kind that may be brought or instituted against the City, its officials, officers, employees, agents, or volunteers shall be at Contractor's own cost, expense, and risk.

Contractor shall pay and satisfy any judgment, award, or decree that may be rendered against City or its officials, officers, employees, agents, or volunteers, in any such suit, action, or other legal proceeding. Contractor shall reimburse City and its officials, officers, employees, agents, and/or volunteers, for any and all legal expenses and costs incurred by each of them in connection therewith or in enforcing the indemnity herein provided.

C. Contractor's obligation to indemnify shall not be restricted to insurance proceeds, if any, received by the City, its officials, officers, employees, agents or volunteers.

#### **Section 14. INSURANCE.**

A. General. Contractor shall take out and maintain:

1. Commercial General Liability Insurance, of at least \$1,000,000 per occurrence/ \$2,000,000 aggregate for bodily injury, personal injury and property damage, at least as broad as Insurance Services Office Commercial General Liability most recent Occurrence Form CG 00 01;

2. Automobile Liability Insurance for bodily injury and property damage including coverage for owned, non-owned and hired vehicles, of at least \$1,000,000 per accident for bodily injury and property damage, at least as broad as most recent Insurance Services Office Form Number CA 00 01 covering automobile liability, Code 1 (any auto);

3. Workers' Compensation in compliance with applicable statutory requirements and Employer's Liability Coverage of at least \$1,000,000 per occurrence; and

4. Pollution Liability Insurance of at least \$1,000,000 per occurrence and \$2,000,000 aggregate shall be provided by the Contractor if transporting hazardous materials.

5. If Contractor is also the manufacturer of any equipment included in the Goods, Contractor shall carry Product Liability and/or Errors and Omissions Insurance which covers said equipment with limits of not less than \$1,000,000.

B. Additional Insured; Primary; Waiver of Subrogation; No Limitation on Coverage. The policies required under this Section shall give City, its officials, officers, employees, agents or volunteers additional insured status. Such policies shall contain a provision stating that Contractor's policy is primary insurance and that any insurance, self-insurance or other coverage maintained by the City or any additional insureds shall not be called upon to contribute to any loss, and shall contain or be endorsed with a waiver of subrogation in favor of the City, its officials, officers, employees, agents, and volunteers. The limits set forth herein shall apply separately to each insured against whom claims are made or suits are brought, except with respect to the limits of liability. Requirements of specific coverage or limits contained in this section are not intended as a limitation on coverage, limits, or other requirement, or a waiver of any coverage normally provided by any insurance. Any available coverage shall be provided to the parties required to be named as additional insured pursuant to this Agreement.

C. Insurance Carrier. All insurance required under this Section is to be placed with insurers with a current A.M. Best's rating no less than A-:VII, licensed to do business in California, and satisfactory to the City.

D. Evidence of Insurance. Contractor shall furnish City with original certificates of insurance and endorsements effecting coverage required by the Agreement. The certificates and endorsements for each insurance policy shall be signed by a person authorized by that insurer to bind coverage on its behalf, and shall be on forms supplied or approved by the City. All certificates and endorsements must be received and approved by the City before delivery commences. The City reserves the right to require complete, certified copies of all required insurance policies, at any time.

E. Subcontractors. All subcontractors shall meet the requirements of this Section before commencing work. In addition, Contractor shall include all subcontractors as insureds under its policies or shall furnish separate certificates and endorsements for each subcontractor. All coverages for subcontractors shall be subject to all of the requirements stated herein.

F. Freight. Contractor shall ensure that third party shippers contracted by Contractor have adequate insurance coverage for the shipped Goods.

#### **Section 15. LIENS.**

A. Contractor, subcontractors and suppliers will not make, file or maintain a mechanic's or other lien or claim of any kind or character against the Goods, for or on account of any labor, materials, fixtures, tools, machinery, equipment, or any other things furnished, or any other work done or performance given under, arising out of, or in any manner connected with the Agreement (such liens or claims referred to as "Claims"); and Contractor, subcontractor and suppliers expressly waive and relinquish any and all rights which they now have, or may subsequently acquire, to file or maintain any Claim and Contractor, subcontractor and suppliers agree that this provision waiving the right of Claims will be an independent covenant.

B. Contractor will save and hold City harmless from and against any and all Claims that may be filed by a subcontractor, supplier or any other person or entity and Contractor will, at its own expense, defend any and all actions based upon such Claims and will pay all charges of attorneys and all costs and other expenses arising from such Claims.

#### **Section 16. TERMINATION OF AGREEMENT BY CITY.**

A. Should Contractor at any time refuse or fail to deliver the Goods with promptness and diligence, or to perform any of its other obligations under the Agreement, City may terminate Contractor's right to proceed with the delivery of the Goods by written notice to Contractor. In such event City may obtain the Goods by whatever method it may deem expedient, including the hiring of another contractor or other contractors and, for that purpose, may take possession of all materials, machinery, equipment, tools and appliances and exercise all rights, options and privileges of Contractor. In such case Contractor will not be entitled to receive any further payments until the Goods is delivered. If City's cost of obtaining the Goods, including compensation for additional managerial and administrative services, will exceed the unpaid balance of the Agreement, Contractor will be liable for and will pay the difference to City.

B. City may, for its own convenience, terminate Contractor's right to proceed with the delivery of any portion or all of the Goods by written notice to Contractor. Such termination will be effective in the manner specified in such notice, will be without prejudice to any claims which City may have against Contractor, and will not affect the obligations and duties of Contractor under the Agreement with respect to portions of the Goods not terminated.

C. On receipt of notice under Section 16.B, Contractor will, with respect to the portion of the Goods terminated, unless the notice states otherwise,

1. Immediately discontinue such portion of the Goods and the placing of orders for materials, facilities, and supplies in connection with the Goods,

2. Unless otherwise directed by City, make every reasonable effort to procure cancellation of all existing orders or contracts upon terms satisfactory to City; and

3. Deliver only such portions of the Goods which City deems necessary to preserve and protect those portions of the Goods already in progress and to protect material, plant and equipment at the Goods site or in transit to the Goods site.

D. Upon termination pursuant to Section 16.B, Contractor will be paid a pro rata portion of the compensation in the Agreement for any portion of the terminated Goods already delivered, including material and services for which it has made firm contracts which are not canceled, it being understood that City will be entitled to such material and services. Upon determination of the amount of said pro rata compensation, City will promptly pay such amount to Contractor upon delivery by Contractor of the releases of liens and affidavit, pursuant to Section 7.C.

**Section 17. MISCELLANEOUS PROVISIONS.**

A. Delivery of Notices. All notices permitted or required under this Agreement shall be given to the respective parties at the following address or at such other address as the respective parties may provide in writing for this purpose:

CITY:

City of Signal Hill

2175 Cherry Ave.

Signal Hill, CA 90755

Attn: Gabino Luna, Public Works Director

CONTRACTOR:

Aqua-Metric Sales Company

4050 Flat Rock Drive

Riverside, CA 92505

Attn: Bill Reyes

Such notice shall be deemed made when personally delivered or when mailed, forty-eight (48) hours after deposit in the U.S. Mail, first class postage prepaid and addressed to the party at its applicable address. Actual notice shall be deemed adequate notice on the date actual notice occurred, regardless of the method of service.

B. Assignment or Transfer. Contractor shall not assign or transfer any interest in this Agreement whether by assignment or novation, without the prior written consent of the City, which will not be unreasonably withheld. Provided, however, that claims for money due or to become due Contractor from the City under this Agreement may be assigned to a financial institution or to a trustee in bankruptcy, without such approval. Notice of any assignment or transfer, whether voluntary or involuntary, shall be furnished promptly to the City.

C. Successors and Assigns. This Agreement shall be binding on the successors and assigns of the Parties.

D. Amendment; Modification. No supplement, modification, or amendment of this Agreement shall be binding unless executed in writing and signed by both Parties.

E. Waiver. No waiver of any default shall constitute a waiver of any other default or breach, whether of the same or other covenant or condition. No waiver, benefit, privilege, or service voluntarily given or performed by a Party shall give the other Party any contractual rights by custom, estoppel or otherwise.

F. Governing Law. This Agreement shall be governed by the laws of the State of California. Venue shall be in Los Angeles County.

G. Interpretation. Since the Parties or their agents have participated fully in the preparation of this Agreement, the language of this Agreement shall be construed simply, according to its fair meaning, and not strictly for or against any Party.

H. No Third Party Beneficiaries. There are no intended third party beneficiaries of any right or obligation assumed by the Parties.

I. Authority to Enter Agreement. Each Party warrants that the individuals who have signed this Agreement have the legal power, right and authority to make this Agreement and bind each respective Party.

J. Invalidity; Severability. If any portion of this Agreement is declared invalid, illegal, or otherwise unenforceable by a court of competent jurisdiction, the remaining provisions shall continue in full force and effect.

K. Counterparts. This Agreement may be signed in counterparts, each of which shall constitute an original.

L. City's Right to Employ Other Contractors. City reserves its right to employ other contractors in connection with the Goods.

M. Labor Code Compliance. Contractor is aware of the requirements of California Labor Code Sections 1720 et seq. and 1770 et seq. ("Prevailing Wage Laws"), which require the payment of prevailing wage rates and the performance of other requirements on certain "public works" and "maintenance" projects. If any work performed by Contractor under this Agreement is being performed as part of an applicable "public works" or "maintenance" project, as defined by the Prevailing Wage Laws, and if the total compensation is \$1,000 or more, Contractor agrees to fully comply with such Prevailing Wage Laws. Contractor shall defend, indemnify and hold City, its officials, officers, employees and agents free and harmless from any claims, liabilities, costs, penalties or interest arising out of any failure or alleged failure to comply with the Prevailing Wage Laws. Any stop orders issued by the Department of Industrial Relations against Contractor or any subcontractor that affect Contractor's performance of any part of this Agreement, including any delay, shall be Contractor's sole responsibility and Contractor shall indemnify City from liability arising out of the same. It shall be mandatory upon the Contractor and all subcontractors to comply with all California Labor Code provisions, which include but are not limited to prevailing wages (Labor Code Sections 1771, 1774 and 1775), employment of apprentices (Labor Code Section 1777.5), certified payroll records (Labor Code Sections 1771.4 and 1776), hours of labor (Labor Code Sections 1813 and 1815), contractor registration (Labor Code Sections 1725.5 and 1771.1) and debarment of contractors and subcontractors (Labor Code Sections 1777.1). The requirement to submit certified payroll records directly to the Labor Commissioner under Labor

Code section 1771.4 and to be registered with the Department of Industrial Relations shall not apply to work performed on a public works project that is exempt pursuant to the small project exemption specified in Labor Code Sections 1771.4, 1725.5 and 1771.1.

N. Installation. If the Contractor is responsible for providing installation services, finished installation work and/or equipment shall be subject to final inspection and acceptance or rejection by the City. Damage to City or public facilities or private property caused by the Contractor or by its subcontractors during delivery or installation shall be repaired and/or replaced in kind at no cost to the City. The delivery and installation site shall be kept clean and free of hazards at all times during delivery and installation. After installation is completed at the site, as applicable, Contractor shall clean the surrounding area to the condition prior to delivery and installation.

O. Entire Agreement. This Agreement constitutes the entire agreement between the Parties relative to the Goods specified herein. There are no understandings, agreements, conditions, representations, warranties or promises with respect to this Agreement, except those contained in or referred to in the writing.

**[SIGNATURES ON FOLLOWING PAGE]**

**SIGNATURE PAGE FOR GOODS PURCHASE AGREEMENT  
BETWEEN THE CITY OF SIGNAL HILL  
AND AQUA-METRIC SALES COMPANY**

IN WITNESS WHEREOF, the Parties hereto have executed this Agreement as of the day and year first above written.

**CITY OF SIGNAL HILL**

*Approved By:*

\_\_\_\_\_  
Carlo Tomaino  
City Manager

\_\_\_\_\_  
Date

*Attested By:*

\_\_\_\_\_  
City Clerk

*Approved As To Form:*

\_\_\_\_\_  
City Attorney

**AQUA-METRIC SALES COMPANY**

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Name

\_\_\_\_\_  
Title

\_\_\_\_\_  
Date

**EXHIBIT "A"**  
**GOODS SPECIFICATIONS**

The Contractor shall furnish and deliver Automated Meter Reading (AMR) equipment consisting of 3,000 Sensus SmartPoint 520M endpoint radios (MXU 520M wired units), along with all components necessary for integration with the City's existing water metering system, as identified in the quotation provided by Aqua-Metric Sales Company and attached hereto. The equipment shall be new, unused, and of current manufacture.

All equipment furnished under this Agreement shall strictly conform to the manufacturer's published data sheet and technical specifications for the Sensus SmartPoint 520M Pit Set Module. Any equipment that does not conform to these specifications shall be considered nonconforming and may be rejected by the City in accordance with the terms of this Agreement.

Substitution of equipment or materials shall not be permitted without the prior written approval of the City. Upon delivery, the Contractor shall provide all applicable manufacturer documentation, including product specifications and warranty information, necessary to verify compliance with the requirements of this Agreement.

**EXHIBIT "B"**  
**DELIVERY SCHEDULE**

The Contractor shall deliver all Goods within five (5) weeks from the date of issuance of a Purchase Order or Notice to Proceed by the City. Time is of the essence for this Agreement, and the Contractor shall make all reasonable efforts to meet the required delivery timeline.

Delivery shall be made to the City of Signal Hill at 2175 E. 28<sup>th</sup> Street, Signal Hill, California, or to such other location as may be designated by the City. All Goods shall be delivered in a complete and ready-to-install condition and shall be properly packaged and protected to prevent damage during transit.

The Contractor shall provide all necessary documentation at the time of delivery, including manufacturer specifications, product information, and warranty documentation. The City reserves the right to inspect all Goods upon delivery to verify compliance with the requirements set forth in Exhibit "A." Delivery shall not be considered complete until all Goods have been received, inspected, and accepted by the City.

In the event of any anticipated delay in delivery, the Contractor shall promptly notify the City in writing and provide an updated delivery schedule. Failure to meet the required delivery timeline may result in the application of remedies as provided in the Agreement.

**EXHIBIT "C"**  
**FEE SCHEDULE**

The total not-to-exceed amount for the procurement of Automated Meter Reading equipment under this Agreement shall be Six Hundred Fifty-Six Thousand Seven Hundred-Eight Dollars and Thirteen Cents (\$656,708.13).

This amount is based on the Contractor's quotes dated March 12, 2026 and March 17, 2026, and includes the purchase of approximately 3,000 SmartPoint 520M wired endpoint radios, applicable tariffs, and sales tax. The total contract amount represents full compensation for all equipment provided under this Agreement.

All prices shall remain firm for the duration of the Agreement unless otherwise approved in writing by the City. Payment shall be made in accordance with the terms of the Agreement on a net thirty (30) day basis following receipt of a complete and accurate invoice and acceptance of the Goods by the City.

The contract amount includes all costs associated with procurement and delivery of the equipment, including applicable taxes, tariffs, and freight, consistent with the Contractor's quotation. Installation of the equipment is not included in this Agreement and will be performed by City staff.

All equipment shall be covered by the applicable manufacturer's warranty in accordance with the Sensus G-500 Limited Warranty and any additional warranty provisions provided by the manufacturer.



**Aqua-Metric Sales Company**

4050 Flat Rock Drive | Riverside, CA 92505

Phone: (951) 637-1400 | Facsimile: (951) 637-1500

March 12, 2026

**Client:** City of Signal Hill  
**Attention:** Margarita Beltran  
**Address:** 2175 Cherry Ave.  
**City, State, Zip:** Signal Hill, CA 90755  
**Phone:** (562)989-7361  
**Email:** [mbeltran@cityofsignalhill.org](mailto:mbeltran@cityofsignalhill.org)

Line No.	Item	Quantity	Unit	Extended
1	MXU 520M Wired	3,000	\$183.80	\$551,400.00
			Subtotal	\$551,400.00
			Tariff	\$15,163.50
			Sales Tax	\$59,489.17
			<b>Total</b>	<b>\$626,052.67</b>

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

- All quotes are subject to the Aqua-Metric Terms of Sale.
- Quote is valid for thirty days.
- If modifications in materials, labor, or processing are required to meet new regulations, the pricing submitted herein is subject to immediate change.
- Freight allowed on single Sensus Product orders exceeding \$80,000.00.
- Net Thirty Days to Pay
- Returned product may be subject to a 25% restocking fee.
- Sales Tax and/or Freight charges are not included.
- TAXES AND FEES.** All prices quoted are exclusive of federal taxes, state taxes, municipal taxes, tariffs, duties, and other government-imposed fees (collectively the "Taxes and Fees") related to the procurement, installation, and delivery of materials and equipment. Customer shall be liable for all applicable Taxes and Fees imposed upon the Goods purchased. Taxes and Fees will be added to each applicable invoice and are the responsibility of the Customer. If Customer is exempt from sales tax, Customer is required to provide all applicable tax exemption documentation at the time of purchase. Any changes in Taxes and Fees may result in adjustments to the final invoice accordingly.



**Aqua-Metric Sales Company**

4050 Flat Rock Drive | Riverside, CA 92505

Phone: (951) 637-1400 | Facsimile: (951) 637-1500

March 17, 2026

**Client:** City of Signal Hill  
**Attention:** Margarita Beltran  
**Address:** 2175 Cherry Ave.  
**City, State, Zip:** Signal Hill, CA 90755  
**Phone:** (562)989-7361  
**Email:** [mbeltran@cityofsignalhill.org](mailto:mbeltran@cityofsignalhill.org)

Line No.	Item	Quantity	Unit	Extended
1	EasyLink Reader	1	\$27,000.00	\$27,000.00
			Subtotal	\$27,000.00
			Tariff	\$742.50
			Sales Tax	\$2,912.96
			<b>Total</b>	<b>\$30,655.46</b>

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

- All quotes are subject to the Aqua-Metric Terms of Sale.
- Quote is valid for thirty days.
- If modifications in materials, labor, or processing are required to meet new regulations, the pricing submitted herein is subject to immediate change.
- Freight allowed on single Sensus Product orders exceeding \$80,000.00.
- Net Thirty Days to Pay
- Returned product may be subject to a 25% restocking fee.
- Sales Tax and/or Freight charges are not included.
- TAXES AND FEES.** All prices quoted are exclusive of federal taxes, state taxes, municipal taxes, tariffs, duties, and other government-imposed fees (collectively the "Taxes and Fees") related to the procurement, installation, and delivery of materials and equipment. Customer shall be liable for all applicable Taxes and Fees imposed upon the Goods purchased. Taxes and Fees will be added to each applicable invoice and are the responsibility of the Customer. If Customer is exempt from sales tax, Customer is required to provide all applicable tax exemption documentation at the time of purchase. Any changes in Taxes and Fees may result in adjustments to the final invoice accordingly.



# SmartPoint 520M

## Pit Set Module

The SmartPoint® 520M Pit Set Module is a radio transceiver that provides water utilities inbound and outbound access to water measurement and ancillary device diagnostics via radio signal. The SmartPoint 520M is designed for submersible, pit-set environments.

## TouchCoupler Design

The SmartPoint 520M Module utilizes TouchCoupler, the patented Sensus inductive coupling communication platform, to interface with the encoded meter. With TouchCoupler, the SmartPoint 520M Module can connect to the meter using existing two wire AMR installations instead of requiring utilities to access the meter to install a new three-wire connection. This results in a fast, efficient and reliable connection at minimal cost.

## BENEFITS

- Easily receives input from either walk-by/drive-by or fixed-base collection device
- Controls both deployment and lifetime operation costs
- Compact installation that saves time, space and money - without reducing system performance
- Delivers a fast, efficient and reliable connection at minimal cost
- Minimizes new infrastructure investment
- Enables effective leak detection

## Operation

With its migratable, two-way communication ability, the M-Series SmartPoint functions as a walk-by/drive-by endpoint, fixed-base endpoint, or combination of the two. This flexibility increases utility data collection capabilities and streamlines operations. The SmartPoint 520M Module receives input from the meter register and remotely sends data to a walk-by/drive-by or fixed-base collection device. The SmartPoint 520M Module easily migrates from walk-by/drive-by to fixed base by simply installing a Base Station.

In walk-by/drive-by mode, the SmartPoint 520M Module collects data and awaits an activation signal from the Vehicle Gateway Basestation (VGB) or Hand-Held Device (HHD). Upon signal receipt, it transmits readings, the meter identification number and any alarms.

As a fixed-base endpoint, the SmartPoint 520M Module interacts with one or more strategically placed Base Stations located in the utility service area. Top of the hour readings and other diagnostics are instantly forwarded to the Regional Network Interface (RNI)™ at time of transmission. The FlexNet® communication network provides unmatched reliability by using expansive tower receiver coverage of metering end points, data/message redundancy, failover backup provisions and operation on FCC primary use (unshared) RF spectrum.

## Powerful Transmission, Flexible Platform

The SmartPoint® 520M Pit Set Module offers several advantages that control both deployment and lifetime operation costs. Its powerful, industry-leading two watt transmitter broadcasts over large distances and minimizes collection infrastructure. And after the SmartPoint is installed, its migratable, two-way system platform can be updated without requiring personnel to visit each meter and/or inconveniencing customers.

# SmartPoint 520M

## Pit Set Module

### Additional Smartpoint 520M Module Features

The SmartPoint 520M Module obtains hourly readings and can monitor continuous flow over a programmable period of time, alerting the utility to leak conditions. In addition, the SmartPoint stores up to 840 consumption intervals (35 days of hourly consumption), providing the utility with the ability to extract detailed usage profiles for consumer information and dispute resolution. The SmartPoint also incorporates a two-port design, allowing the utility to connect multiple registers and ancillary devices (such as acoustic monitoring) to a single SmartPoint. This results in a compact installation that saves time, space and money - without reducing system performance.

### SPECIFICATIONS

Service	Pit set installation interfacing the utility meter to the Sensus FlexNet communication network. Unit requires 1.75" diameter hole in pit lid; fits pit lid thicknesses up to 1.75"
Physical characteristics	Width: 4.43" x Height: 5.09" x Depth: 3"
Weight	1.0 lbs/16.0 oz
Color	Black
Frequency range	900 - 950 MHz, 8000 channels X 6.25 kHz steps
Modulation	Proprietary Narrow Band
Memory	Non-Volatile
Power	Lithium Thionyl Chloride batteries
Approvals	US: FCC CFR 47: Part 24D, Part 101C, Part 15 Licensed operation Canada: Industry Canada (IC) RSS-134, RSS-119
Operating temperature	- 22° F to +185° F - 30° C to + 85° C
Options	Dual or single port availability; TouchCoupler only, wired only
Installation environment	100% condensing, water submersible
Compatibility	TouchCoupler and Wired Version: Sensus Encoder Registers, Badger ADE water registers, Master Meter AccuLinx, and Hersey Translator (approved TR/PL Lead)  Wired Version Only: Elster Encoder (Sensus protocol), Neptune ARB VI (ProRead), Hersey Translator, Zenner PMN Nitro 01, McCrometer flowcom FC100-00M, and Kamstrup flowIQ 2100  Refer to the 510M/520M SmartPoint® Module Water Meter and Ancillaries Compatibility Quick Guide for the latest compatibility information.
Warranty	20 years - Based on six transmissions per day. Refer to Sensus G-500 for warranty.



- General Product Coverage.** Unless otherwise provided herein, Sensus USA Inc. ("Sensus") warrants its products and parts to be free from defects in material and workmanship for one (1) year from the date of Sensus shipment and as set forth below. All products are sold to customer ("Customer") pursuant to Sensus' Terms of Sale, available at [xylem.com](http://xylem.com).
- SR II® and accuSTREAM™ 5/8", 3/4" & 1" Meters** are warranted to perform to new meter accuracy level set forth in the SR II and accuSTREAM Data Sheets available at [sensus.com](http://sensus.com) for five (5) years from the date of Sensus shipment or until the registration shown below, whichever occurs first. Sensus further warrants that the SR II and accuSTREAM meters will perform to at least AWWA Repaired Meter Accuracy Standards for fifteen (15) years from the date of Sensus shipment or until the registration shown below, whichever occurs first:

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

- SR II maincases** are warranted to be free from defects in material and workmanship for twenty-five (25) years from the date of Sensus shipment. accuSTREAM maincases will be free from defects in material and workmanship for fifteen (15) years from the date of Sensus shipment.
- ally® Meters** that register water flow are warranted to perform to the accuracy level set forth in the ally data sheet available at [sensus.com](http://sensus.com) for fifteen (15) years from the Date of Installation, but no longer than sixteen (16) years from date of manufacture, not including the meter's sensors, valve, and gear motor, which are warranted under different terms described below. As used herein, "Date of Installation" means the date after which the ally Meter has been out of empty pipe for seven (7) consecutive days, as those days are measured by the ally Meter and stored in the meter's nonvolatile memory.
- ally® Meter Batteries and Components**, including SmartPoint 510M/520M Modules are warranted to be free from defects in material and workmanship from the Date of Installation, as defined in Section 4, for the period stated below:

Batteries	15 years <sup>1</sup>
Sensors	5 years
Valve & Gear Motor	5 years <sup>2</sup>
SmartPoint 510M/520M modules and batteries in service w/ally	15 years <sup>1</sup>

- iPERL® Meters** that register water flow are warranted to perform to the accuracy levels set forth in the iPERL data sheet available at [sensus.com](http://sensus.com) for twenty (20) years from the date of Sensus shipment. The iPERL System Component warranty does not include the external housing.
- iPERL, ally, OMNI+, and Cordonel Connectors and Cables** are warranted to be free from defects in materials and workmanship, under normal use and service, for ten (10) years from the date of Sensus shipment. Nicor or Itron connectors included with a Sensus product are warranted according to the terms for Third-Party Devices in Section 16.
- Sensus OMNI™, OMNI+ Meters and Propeller Meters** are warranted to perform to as set forth in OMNI and Propeller data sheets for eighteen (18) months from the date of Sensus shipment.
- Sensus Cordonel Meters** are warranted to perform to the accuracy levels as set forth in the Cordonel data sheet available at [sensus.com](http://sensus.com) for twenty (20) years from the date of Sensus shipment. The Cordonel System Component warranty does not include the external housing.
- Sensus Cordonel maincases** are warranted to maintain their structural integrity for a period of twenty (20) years from the date of Sensus shipment.

1 If applicable, any SmartPoint 510M/520M Modules ever paired with an ally meter or Cordonel with pressure meter are warranted with the following limitations:

- When configured to the default installation setting of six transmissions of metrology and pressure per day and one update of temperature per day, the SmartPoint module is warranted to perform up to five (5) firmware upgrades for the SmartPoint module and up to five (5) firmware upgrades for the ally meter or Cordonel (with pressure) meter;
- 2500 Operational Commands, where "Operational Commands" include on demand reads (such as consumption, pressure, temperature), an ally meter valve command, or a configuration command; and
- 15 Diagnostic Commands, which includes two-way communications tests and installations for the first ten (10) years from Date of Installation at no cost. For the remaining five (5) years, Customer will pay the reduced Replacement Price of the then-current list price in effect at the time the product is accepted for return in accordance with the following schedule:

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

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

- Cordonel Meter Batteries and Components** are warranted to be free from defects in material and workmanship from the Date of Installation, as defined in Section 9, for the period stated below:

Batteries	20 years <sup>3</sup>
Sensors	5 years
SmartPoint 510M/520M modules and batteries in service w/ Cordonel models with pressure	15 years <sup>1</sup>

- Sensus accuMAG™ and Hydroverse™ Meters** are warranted to be free from defects in material and workmanship, under normal use and service, for 18 months from the date of Sensus shipment or 12 months from startup, whichever occurs first.
- Sensus Registers** are warranted to be free from defects in material and workmanship from the date of Sensus shipment for the periods stated below or until the applicable registration for AWWA Repaired Meter Accuracy Standards, as set forth above, are surpassed, whichever occurs first:

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

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

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

7500 series Hand-Held Device	2 years
Act-Pak® Remote Monitoring Instruments	1 year
CPTP100	20 years <sup>4</sup>
EasyLink Reader	1 year
Electronic TouchPad	10 years
FlexNet Base Station (including the R100NA and M400 products)	1 year
Gas SmartPoint® Modules and Batteries	20 years <sup>5</sup>
iPERL System Battery and iPERL System Components	20 years <sup>3</sup>
RM4160	1 year

- Sensus will repair or replace non-performing:

- iPERL System Batteries, and/or the iPERL System flowtube, the flow sensing and data processing assemblies, and the register ("iPERL System Components") with hourly reads manufactured after April 2018
- Cordonel System Batteries, the flow sensing and data processing assemblies, and the register ("Cordonel System Components")
- SmartPoint 510M/520M/515M/512M-PLS/522M Modules manufactured after April 2018 (configured to the factory setting of six transmissions per day under normal system operation of up to one demand read to each SmartPoint Module per month and up to five firmware downloads during the life of the product) and batteries, unless the SmartPoint 510M/520M/522M Module is ever paired with an ally Meter, which immediately amends the warranty terms to those described in Section 13 at no cost for the first fifteen (15) years from the date of Sensus shipment, and for the remaining five (5) years at a prorated percentage, applied towards the published list price in effect for the year the product is accepted by Sensus under the warranty conditions according to the following schedule:

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

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

- Sensus will repair or replace non-performing Gas SmartPoint Modules (configured to the factory setting of six transmissions per day under normal system operation of up to one demand read to each SmartPoint Module per month and up to five firmware downloads during the life of the product) and batteries, for the first ten (10) years from the date of Sensus shipment, and for the remaining ten (10) years, at a prorated percentage, applied towards the published list prices in effect for the year product is accepted by Sensus under warranty conditions according to the following schedule:

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

Sensus® Electronic Register+™	20 years <sup>6</sup>
Sensus® Smart Gateway Sensor Interface	1 year <sup>7</sup>
SmartPoint® 510M/520M/515M/512M Modules and Batteries	20 years <sup>3</sup>
Vehicle Gateway Base Station (VGB) and other AMR Equipment	1 year

not apply in the event of Force Majeure, as defined in the Terms of Sale.

**THE WARRANTIES SET FORTH IN THIS SENSUS G-500 LIMITED WARRANTY ARE THE ONLY WARRANTIES GIVEN WITH RESPECT TO THE GOODS, SOFTWARE, SOFTWARE LICENSES AND SERVICES SOLD OR OTHERWISE PROVIDED BY SENSUS. SENSUS EXPRESSLY DISCLAIMS ANY AND ALL OTHER REPRESENTATIONS, WARRANTIES, CONDITIONS, EXPRESSED, IMPLIED, STATUTORY OR OTHERWISE, REGARDING ANY MATTER IN CONNECTION WITH THIS SENSUS G-500 LIMITED WARRANTY OR WITH THE TERMS OF SALE, INCLUDING WITHOUT LIMITATION, WARRANTIES AS TO FITNESS FOR A PARTICULAR PURPOSE, MERCHANTABILITY, NON-INFRINGEMENT AND TITLE.**

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

16. **Third-Party Devices** are warranted to be free from defects in materials and workmanship, under normal use and service, for one (1) year from the date of Sensus shipment. As used in this Sensus Limited Warranty, "Third Party Devices" means any product, device, or component part used with a Sensus product that is manufactured or sold by any party that is not Sensus. Failure of a Third-Party Device which subsequently causes failure to a Sensus device shall be the responsibility of the manufacturer of the Third-Party Device.
17. **Software.** Software supplied and/or licensed by Sensus is supported according to the terms of the applicable software license or usage agreement. Sensus warrants that any network and monitoring services shall be performed in a professional and workmanlike manner.
18. **Return.** Sensus' obligation, and Customer's exclusive remedy, under this Sensus Limited Warranty is, at Sensus' option, to either (i) repair or replace the product, provided the Customer (a) returns the product to the location designated by Sensus within the warranty period; and (b) prepays the freight costs both to and from such location; or (ii) deliver replacement components to the Customer, provided the Customer installs, at its cost, such components in or on the product (as instructed by Sensus), provided, that if Sensus requests, the Customer (a) returns the product to the location designated by Sensus within the warranty period; and (b) prepays the freight costs both to and from such location. In all cases, if Customer does not return the product within the time period designated by Sensus, Sensus will invoice, and Customer will pay within thirty days of the invoice date, for the cost of the replacement product and/or components.

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

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

THIS SECTION 18 SETS FORTH CUSTOMER'S SOLE REMEDY FOR THE FAILURE OF THE PRODUCTS, SERVICES OR LICENSED SOFTWARE TO CONFORM TO THEIR RESPECTIVE WARRANTIES.

19. **Warranty Exceptions and No Implied Warranties.** This Sensus G-500 Limited Warranty does not include costs for removal or installation of products, or costs for replacement labor or materials, which are the responsibility of the Customer. The warranties in this Sensus G-500 Limited Warranty do not apply to and Sensus has no liability for goods that have been: installed improperly or in non-recommended installations; installed to a socket that is not functional, or is not in safe operating condition, or is damaged, or is in need of repair; tampered with; modified or repaired with parts or assemblies not certified in writing by Sensus, including without limitation, communication parts and assemblies; improperly modified or repaired (including as a result of modifications required by Sensus); converted; altered; damaged; read by equipment not approved by Sensus; for water meters, used with substances other than water, used with non-potable water, or used with water that contains dirt, debris, deposits, or other impurities; subjected to misuse, improper storage, improper care, improper maintenance, or improper periodic testing (collectively, "Exceptions."). If Sensus identifies any Exceptions during examination, troubleshooting or performing any type of support on behalf of Customer, then Customer shall pay for and/or reimburse Sensus for all expenses incurred by Sensus in examining, troubleshooting, performing support activities, repairing, or replacing any Equipment that satisfies any of the Exceptions defined above. The above warranties do

20. **Limitation of Liability.**

- SENSUS' AGGREGATE LIABILITY IN ANY AND ALL CAUSES OF ACTION ARISING UNDER, OUT OF OR IN RELATION TO THIS AGREEMENT, ITS NEGOTIATION, PERFORMANCE, BREACH OR TERMINATION (COLLECTIVELY "CAUSES OF ACTION") SHALL NOT EXCEED THE TOTAL AMOUNT PAID BY CUSTOMER TO SENSUS UNDER THIS AGREEMENT. THIS IS SO WHETHER THE CAUSES OF ACTION ARE IN TORT, INCLUDING, WITHOUT LIMITATION, NEGLIGENCE OR STRICT LIABILITY, IN CONTRACT, UNDER STATUTE OR OTHERWISE.
- AS A SEPARATE AND INDEPENDENT LIMITATION ON LIABILITY, SENSUS' LIABILITY SHALL BE LIMITED TO DIRECT DAMAGES. SENSUS SHALL NOT BE LIABLE FOR: (I) ANY INDIRECT, INCIDENTAL, SPECIAL OR CONSEQUENTIAL DAMAGES; NOR (II) ANY REVENUE OR PROFITS LOST BY CUSTOMER OR ITS AFFILIATES FROM ANY END USER(S), IRRESPECTIVE OF WHETHER SUCH LOST REVENUE OR PROFITS IS CATEGORIZED AS DIRECT DAMAGES OR OTHERWISE; NOR (III) ANY IN/OUT COSTS; NOR (IV) MANUAL METER READ COSTS AND EXPENSES.
- The limitations on liability set forth in this Agreement are fundamental inducements to Sensus entering into this Agreement. They apply unconditionally and in all respects. They are to be interpreted broadly so as to give Sensus the maximum protection permitted under law.
- To the maximum extent permitted by law, no Cause of Action may be instituted by Customer against Sensus more than TWELVE (12) MONTHS after the Cause of Action first arose. In the calculation of any damages in any Cause of Action, no damages incurred more than TWELVE (12) MONTHS prior to the filing of the Cause of Action shall be recoverable.

<sup>6</sup> Sensus will repair or replace non-performing Sensus Electronic Register+ with hourly reads for the first ten (10) years from the date of Sensus shipment, and for the remaining ten (10) years, at a prorated percentage, applied towards the published list prices in effect for the year product is accepted by Sensus under warranty conditions according to the following schedule:

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

<sup>7</sup> Sensus® Smart Gateway Sensor Interface warranty valid only for analog Meter Sample Rates of four times per hour with a Standard Transmit Rate of hourly or greater for the analog channel(s).

# EasyLink

## Mobile communication solution - ERT



Moving away from ERT® technology to a future-proof Automatic Meter Reading (AMR) solution and Advanced Metering Infrastructure (AMI) is easier than you think. Ideal for gas, water, and electricity providers, EasyLink™ reads both ERTs and Sensus SmartPoint® Modules for an efficient conversion to the latest technology.

### What is EasyLink?

With the power of the FlexNet® communication network, every utility can easily migrate to a more resilient and faster network for better results. And when you're ready to make the move to AMI, only EasyLink enables you to seamlessly transition at your pace.

### FEATURES

- Supports manual reads and notes.
- Compatible with water, gas, and electricity meters.
- Reads Sensus SmartPoint modules and ERTs.
- Reads both bubble-up and legacy wake-up ERTs.
- Supports reads and valve state for Sonix IQ.
- Enables real-time data transfer and route updates.
- Supports electric demand meters and demand meter resets.
- Provides the ability to prioritize and distinguish between critical and non-critical alarms.

EasyLink is the simple, cost-effective way to transition from ERT meter-reading technology to the FlexNet communication network. One EasyLink device reads both ERTs and Sensus SmartPoint modules at the same time. When the route is complete, simply upload readings over Wi-Fi or cellular networks to get real-time data transfer and route updates. EasyLink also allows you to combine application, mapping and route management, as well as optional Field Force Management integration.

### BENEFITS

- Improved route efficiency.
- Significantly better read rates.
- Reliable, robust, and timely data.
- No stranded assets.
- Easy installation.
- Faster and stronger network connections.
- Interoperable with existing billing and customer information systems (CIS).



### FlexNet EasyLink Reader

Collect data in a drive-by application from either ERTs or Sensus SmartPoint modules with this portable radio-based device.



### EasyLink Workbook application

Manage and operate drive-by readings for both Sensus SmartPoint modules and ERTs. When your route is complete, upload the readings back to your office.



### EasyLink Workspace application

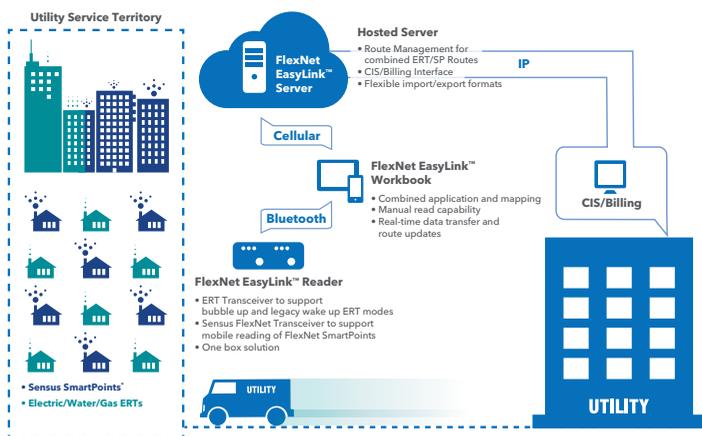
Manage the back-end of your AMR process with this application that covers everything from routes to billing reports. Supports flexible import/export formats such as .csv and MVRS.

# EasyLink

## Mobile communication solution - ERT

### How EasyLink Works

With EasyLink, you can keep your existing assets while transitioning to the FlexNet AMI solution, ensuring the most efficient and cost-effective migration for your utility.



### FlexNet and ERT Compatibility

The EasyLink Reader reads SmartPoint modules for water, gas, and electric radios along with ERTs. By combining these two technologies, the utility can utilize their existing ERTs while transitioning to FlexNet.

### Operation

Simple and easy installation allows the EasyLink reader to operate, and data begins collecting automatically. Multiple read modes are available depending on the type of devices in operation. The EasyLink Reader is capable of capturing data in either bubble-up or legacy interrogation mode and also offers configurable alarms.

With a laptop, USB cable, and antennae, any vehicle can become a meter-reading machine.

### System Reliability

The FlexNet communications network utilizes primary-use radio frequencies to communicate with SmartPoint modules. The combination of FCC-protected frequencies and a full two watts transmission power of the SmartPoint modules ensure reliable meter communication and longer range. In addition, the SmartPoint and ERT modules provide infrastructure detail by monitoring operating conditions and reporting meter tamper, continuous flow and low battery alarms.

### Mapping and Data

FlexNet EasyLink WorkBook™ provides on-screen GPS mapping to accurately track both Sensus SmartPoint modules and ERTs in a drive-by environment. Set and view the most efficient routes while identifying manual or special readings for non-radio equipped meters and receive alerts (leak, high/low flow, low battery).

The FlexNet EasyLink WorkSpace™ application is a comprehensive software program that offers flexibility for managing AMR processes. The application increases operating efficiency, provides a variety of management reports and summaries, and reduces time for sending reading data to the billing software.

### SPECIFICATIONS

Service	Radio-based mobile utility meter reading system
Physical Characteristics	EasyLink Reader in case 8"W x 12"D x 4"H (20.32 cm x 30.48 cm x 10.16 cm) (includes magnetic-mount antennas and hard shell carrying case)
Weight	18 lbs (8.16 kg)
Temperature	Operating: -4°F to +122°F (-20°C to +50°C) Storage: -40°F to +185°F (-40°C to 85°C)
Power	12-volt DC adapter through EasyLink Reader 7 watts
Frequency Range	FlexNet RX: 901-932Mhz FlexNet TX: 940-960Mhz ERT RX: 908-924Mhz ERT TX: 952-956Mhz
Receiver Sensitivity	Sensitivity depends on modulation and channel BW. For 7FSK in a 25Khz channel, sensitivity spec is -120dBm.
Memory	Non-volatile
Approvals	Licensed operation US: FCC CFR 47, Part 24D, Part 101C, Part 15: Canada: Industry Canada (IC) RSS-134, RSS-210
Software	EasyLink WorkBook Application and EasyLink WorkSpace Application



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March 17, 2026

To Whom It May Concern:

Please be advised that Aqua-Metric Sales Company of Riverside, California, is the sole factory authorized distributor representative for all Sensus USA products, parts, and services, including but not limited to, FlexNet AMI system components, iPerl, Ally, SR11, accuStream, AccuMag, Hydroverse, Omni meters, and EasyLink, in the State of California, and Clark County Nevada geographic areas.

Customers purchasing Sensus products from Aqua-Metric Sales enjoy full factory warranty coverage as well as the ability to draw from local inventory and obtain local services that the factory cannot provide.

In this way, we hope to provide our customers with the best of both worlds: factory support and technical knowledge coupled with local sourcing and timely service.

We at Sensus USA appreciate your continued business. Should you have any questions regarding this or any other matter, please feel free to contact me at any time.

Sincerely,

*Pedro Gochicoa*  
Pedro I. Gochicoa  
Account Development Manager  
Sensus USA  
(442)-303-3245