

BILL NO. S-16-02-18

SPECIAL ORDINANCE NO. S-_____

AN ORDINANCE approving PURCHASE AGREEMENT FOR SENSUS ENDPOINT RADIO UNITS between E.J. PRESCOTT, INC. and the City of Fort Wayne, Indiana, in connection with the Board of Public Works.

NOW, THEREFORE, BE IT ORDAINED BY THE COMMON COUNCIL OF THE CITY OF FORT WAYNE, INDIANA:

SECTION 1. That the PURCHASE AGREEMENT FOR SENSUS ENPOINT RADIO UNITS by and between E.J. PRESCOTT, INC. and the City of Fort Wayne, Indiana, in connection with the Board of Public Works, is hereby ratified, and affirmed and approved in all respects, respectfully for:

purchase of up to 1,350 Sensus endpoint radios of SmartPoint 510M and 520M for 2016:

involving a total cost of ONE HUNDRED TWENTY-NINE THOUSAND, NINE HUNDRED AND 00/100 DOLLARS - (\$129,900.00). A copy of said Contract is on file with the Office of the City Clerk and made available for public inspection, according to law.

SECTION 2. That this Ordinance shall be in full force and effect from and after its passage and any and all necessary approval by the Mayor.

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Council Member

APPROVED AS TO FORM AND LEGALITY

Carol Helton, City Attorney

A PURCHASE AGREEMENT BETWEEN THE BOARD OF PUBLIC WORKS OF THE CITY OF FORT WAYNE, INDIANA, AND E.J. PRESCOTT, INCORPORATED FOR SENSUS ENDPOINT RADIO UNITS

This contract is between the City of Fort Board of Public Works a Municipal Corporation, with address of 200 East Berry Street, Fort Wayne, Indiana, 46802 ("BOARD"), and E.J. Prescott, Incorporated, with address of 4620 Hillegas Road, Fort Wayne, Indiana 46818 ("EJP").

EJP does here by agree to provide BOARD with endpoint radio units as quoted in the attachment in 2015. EJP shall hold the price as quoted through December 31, 2016. **The quantities of endpoint radio units are an estimate of Fort Wayne's 2016 needs and are not guaranteed.** Utility will make an effort to order in box quantity amounts.

EJP shall supply up to 1,350 Sensus endpoint radios of SmartPoint 510M and 520M.

Service

EJP shall provide the following service as follows:

1. EJP shall provide service in response to the Utilities request for help with issues related to the Sensus radios, radio reading equipment, software, handhelds, and anything else that is part of the Sensus radio system. EJP shall respond back to the Utility within 24 hours of the Utility's request.
2. If the Utility's issues has not been resolved within 48 hours of the request. EJP shall send a technician to Fort Wayne to resolve the issue. EJP shall provide any equipment that is needed to resolve the issue until the Utility's equipment can be repaired or replaced. The technician shall remain onsite until the issues is resolved or it is determined that there are repairs needed beyond EJP's capabilities.
3. If EJP cannot resolve the issue within 48 hours of arriving onsite, EJP shall contact Sensus and get a Sensus technician scheduled to make repairs needed.

Delivery

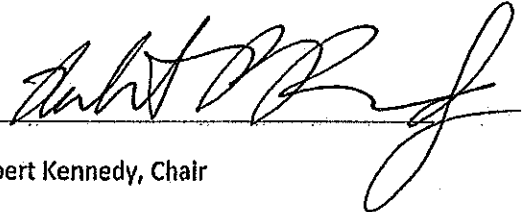
EJP shall deliver the Sensus radio no later than 8 weeks from the order request.

Attachments:

- A. 2016 Sensus quote
- B. Sensus warranty
- C. Sensus product sheet
- D. Sensus sole source letter

APPROVED this 17 day of February, 2016.

BOARD OF PUBLIC WORKS

By: 

Robert Kennedy, Chair

By: Absent

Kumar Menon, Member

By: 

Mike Avila, Member

Attest: 

Lyndsey Richards, Clerk

E.J. Prescott, Inc.

By: 
MOLLY GIBLER

Date: 1/28/16

Attachment A

2016 Sensus quote

Endpoint Radio Quote			
Endpoint Radio Unit	Unit Cost	Quantity	Cost
Sensus SmartPoint 510M	\$95.00	1200	\$114,000.00
Sensus SmartPoint 520M	\$106.00	150	\$15,900.00
Total			\$129,900.00

Attachment B

Sensus warranty

Sensus Limited Warranty

G-500 R21

I. General Product Coverage

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

II. SR II[®] and accuSTREAM[™] 5/8", 3/4" & 1" Meters...

are warranted to perform to AWWA New Meter Accuracy Standards 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

III. SR[®] 5/8", 3/4" & 1" Meters...

are warranted to perform to AWWA New Meter Accuracy Standards for one (1) year from the date of Sensus shipment. Sensus further warrants that the 5/8", 3/4" and 1" SR meter will perform to at least AWWA Repaired Meter Accuracy Standards for ten (10) years from the date of Sensus shipment or until the registration shown below, whichever occurs first:

	Repair Meter Accuracy
5/8" SR Meter	1,500,000 gallons
3/4" SR Meter	2,250,000 gallons
1" SR Meter	3,000,000 gallons

IV. SR 1-1/2" & 2"...

are warranted to perform to AWWA New Meter Accuracy Standards for one (1) year from the date of Sensus shipment. Sensus further warrants that the 1-1/2" and 2" SR meter will perform to at least AWWA Repaired Meter Accuracy Standards for ten (10) years from the date of Sensus shipment or until the registration shown below, whichever occurs first:

	Repair Meter Accuracy
1-1/2" SR	5,000,000 gallons
2" SR	8,000,000 gallons

V. PMM[®] 5/8", 3/4", 1" Meters...

are warranted to perform to AWWA New Meter Accuracy Standards for one (1) year from the date of Sensus shipment. Sensus further warrants that the 5/8", 3/4", and 1" PMM meter 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:

	Repair Meter Accuracy
5/8" PMM	1,500,000 gallons
3/4" PMM	2,000,000 gallons
1" PMM	3,000,000 gallons

VI. PMM 1-1/2", 2" Meters...

are warranted to perform to AWWA New Meter Accuracy Standards for one (1) year from the date of Sensus shipment. Sensus further warrants that the 1-1/2", and 2" PMM meter will perform to at least AWWA Repaired Meter Accuracy Standards for ten (10) years from the date of Sensus shipment or until the registration shown below, whichever occurs first:

	Repair Meter Accuracy
1-1/2" PMM	5,000,000 gallons
2" PMM	8,000,000 gallons

VII. IPERL[™] Water Management Systems...

that register water flow are warranted to perform to the accuracy levels set forth in the IPERL Water Management System Data Sheet available at sensus.com/iperl/datasheet or by request from 1-800-METER-IT, for twenty (20) years from the date of Sensus shipment. The IPERL System warranty does not include the external housing.

VIII. Maincase...

of the SR, SR II and PMM in both standard and low lead alloy meters are warranted to be free from defects in material and workmanship for twenty-five (25) years from the date of Sensus shipment. Composite and E-coated maincases will be free from defects in material and workmanship for fifteen (15) years from the date of Sensus shipment.

IX. Sensus "W" Series Turbo Meters, OMNI[™] Meters and Propeller Meters...

are warranted to perform to AWWA New Meter Accuracy Standards for one (1) year from the date of Sensus shipment.

X. Sensus accuMAG[™] 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.

XI. 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, SR II, PMM, accuSTREAM Standard Registers	25 years
5/8" thru 2" SR, SR II, PMM, accuSTREAM Encoder Registers	10 years
Electronic Communication Index (ECI)	10 years
All HSPU, IMP Contactor, R.E.R. Elec. ROFI	1 year
Standard and Encoder Registers for "W" Turbo and Propeller Meters	1 year
OMNI Register with Battery	10 years

XII. Sensus Electric Meters...

are warranted to be free from defects in material and workmanship for one (1) year from the date of Sensus shipment. Spare parts and components are warranted to be free from defects in material and workmanship for one (1) year from the date of Sensus shipment.

Repaired or refurbished equipment repaired by Sensus is warranted to be free from defects in material and workmanship for ninety (90) days from the date of Sensus shipment or for the time remaining on the original warranty period, whichever is longer.

XIII. Batteries, IPERL System Components, AMR and FlexNet[™] System AMI Interface Devices...

are warranted to be free from defects in material and workmanship from the date of Sensus shipment for the period stated below:

Electronic TouchPad	10 years
RadioRead [®] MXU (Model 505C, 510R or 520R) and Batteries	20 years*
Act-Pak [®] Instrumentation	1 year
TouchRead [®] Coupler and AMR Equipment	1 year
FlexNet Water or Gas SmartPoint [™] Modules and Batteries	20 years*
6500 series (or older) Hand Held Device	1 year
6500 series Hand Held Device	2 years
Vehicle Gateway Base Station	1 year
FlexNet Base Station (including the Metro and M400 base stations)	1 year
Echo Transceiver	1 year
Remote Transceiver	1 year
iConA and FlexNet Electricity SmartPoint Module	1 year
IPERL System Battery and IPERL System Components	20 years*
Residential Electronic Register	20 years*
Smart Gateway	1 year

* Sensus will repair or replace non-performing:

- RadioRead[®] MXU (Model 505C, 510R and 520R) and Batteries,
- FlexNet Water or 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 two firmware downloads during the life of the product) and batteries,
- Residential Electronic Register with hourly reads, and
- 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

at no cost for the first ten (10) years from the date of Sensus shipment, and for the remaining ten (10) years, at a prorated percentage, applied towards the published list prices in effect for the year product is accepted by Sensus under warranty conditions according to the following schedule:

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

Note: Software supplied and licensed by Sensus is warranted according to the terms of the applicable software license agreement. Sensus warrants that network and monitoring services shall be performed in a professional and workmanlike manner.

XIV. 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. Sensus SmartPoints modules and MXUs returned must be affixed with a completed return evaluation label. 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 XIV SETS FORTH CUSTOMER'S SOLE REMEDY FOR THE FAILURE OF THE PRODUCTS, SERVICES OR LICENSED SOFTWARE TO CONFORM TO THEIR RESPECTIVE WARRANTIES.

XV. Warranty Exceptions and No Implied Warranties...

This Sensus Limited Warranty does not include costs for removal or installation of products, or costs for replacement labor or materials, which are the responsibility of the Customer. The warranties in this Sensus Limited Warranty do not apply to goods that have been: installed improperly or in non-recommended installations; installed to a socket that is not functional, or is not in safe operating condition, or is damaged, or is in need of repair; tampered with; modified or repaired with parts or assemblies not certified in writing by Sensus, including without limitation, communication parts and assemblies; improperly modified or repaired (including as a result of modifications required by Sensus); converted; altered; damaged; read by equipment not approved by Sensus; for water meters, used with substances other than water, used with non-potable water, or used with water that contains dirt, debris, deposits, or other impurities; subjected to misuse, improper storage, improper care, improper maintenance, or improper periodic testing (collectively, "Exceptions"). If Sensus identifies any Exceptions during examination, troubleshooting or performing any type of support on behalf of Customer, then Customer shall pay for and/or reimburse Sensus for all expenses incurred by Sensus in examining, troubleshooting, performing support activities, repairing or replacing any Equipment that satisfies any of the Exceptions defined above. The above warranties do not apply in the event of Force Majeure, as defined in the Terms of Sale.

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

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

XVI. Limitation of Liability...

SENSUS' AGGREGATE LIABILITY IN ANY AND ALL CAUSES OF ACTION ARISING UNDER, OUT OF OR IN RELATION TO THIS AGREEMENT, ITS NEGOTIATION, PERFORMANCE, BREACH OR TERMINATION (COLLECTIVELY "CAUSES OF ACTION") SHALL NOT EXCEED THE TOTAL AMOUNT PAID BY CUSTOMER TO SENSUS UNDER THIS AGREEMENT. THIS IS SO WHETHER THE CAUSES OF ACTION ARE IN TORT, INCLUDING, WITHOUT LIMITATION, NEGLIGENCE OR STRICT LIABILITY, IN CONTRACT, UNDER STATUTE OR OTHERWISE.

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

REMOVING GOODS. "END USER" MEANS ANY END USER OF ELECTRICITY/WATER/GAS THAT PAYS CUSTOMER FOR THE CONSUMPTION OF ELECTRICITY/WATER/GAS, AS APPLICABLE.

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

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.

Attachment C

Sensus product sheet

Description

Model 510M – Non Pit Set

The FlexNet SmartPoint M2 is a radio transceiver that provides water utilities inbound and outbound access to water measurement and ancillary device diagnostics via radio signal. The SmartPoint 510M is designed for non-submersible/non-pit installations. 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.

Features

TOUCHCOUPLER DESIGN

The SmartPoint M2 utilizes TouchCoupler, the patented Sensus inductive coupling communication platform, to interface with the encoded meter. With TouchCoupler, the SmartPoint M2 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 system. This results in a fast, efficient and reliable connection at minimal cost.

OPERATION

The FlexNet SmartPoint M2 receives input from the meter register and remotely sends data to a walk-by/drive-by or fixed base collection device. The SmartPoint M2 easily migrates from walk-by/drive-by to fixed base by simply installing a Base Station.

In walk-by/drive-by mode, the SmartPoint M2 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 M2 interacts with one or more strategically placed Base Station 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 system provides unmatched reliability by

using expansive tower receiver coverage of metering end points, data/message redundancy, fail over back up provisions and operation on FCC primary use (unshared) RF spectrum.

POWERFUL TRANSMISSION, FLEXIBLE PLATFORM

The SmartPoint M2 offers several advantages that control both deployment and lifetime operation costs. It's powerful, industry leading two watt transmitter broadcasts over large distances and minimizes collection infrastructure. And once the SmartPoint M2 is installed, its migratable, two-way system platform can be updated without requiring personnel to visit each meter and/or inconveniencing customers.

ADDITIONAL SMARTPOINT M2 FEATURES

The SmartPoint M2 obtains hourly readings and can monitor continuous flow over a programmable period of time, alerting the utility to leak conditions. In addition, the SmartPoint M2 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 M2 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	Wall mounted (non-pit/non-submersible) installation interfacing the utility meter to the Sensus FlexNet system.
PHYSICAL CHARACTERISTICS	Width 5 9/16" x Height 5 1/2" x Depth 3"
WEIGHT	1.13 lbs/18.08 oz
COLOR	Tan
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 90 Part 240 Part 101C, Part 15 Licensed operation Canada: Industry Canada (IC) RSS-134 RSS-119 RSS-210
OPERATING TEMPERATURE	-22° F to +185° F -30° C to +85° C
OPTIONS	Dual or single port availability. TouchCoupler only, wired only
INSTALLATION ENVIRONMENT	The 510M is designed for side-of-home applications where it is not subject to submergence.
COMPATIBILITY	TouchCoupler and Wired Version: Sensus Encoded Registers Badger ADE water registers and MasterMeter AccuLink Wired Version Only: Elster Encoder (Sensus protocol) and Neptune ARB VI (ProRead) Hershey Translator
WARRANTY	20 years – Based on six transmissions per day Refer to Sensus G-500 for warranty

C. All products purchased and services performed are subject to Sensus' terms of sale available at either <http://na.sensus.com/TC/TermsConditions.pdf> or 1-800-METER-IT. Sensus reserves the right to modify these terms and conditions in its own discretion without notice to the customer.

This document is for informational purposes only and SENSUS MAKES NO EXPRESS WARRANTIES IN THIS DOCUMENT. FURTHERMORE THERE ARE NO IMPLIED WARRANTIES INCLUDING WITHOUT LIMITATION WARRANTIES AS TO FITNESS FOR A PARTICULAR PURPOSE AND MERCHANTABILITY ANY USE OF THE PRODUCTS THAT IS NOT SPECIFICALLY PERMITTED HEREIN IS PROHIBITED

Description

Model 520M – Pit Set

The FlexNet SmartPoint M2 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. 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.

Features

TOUCHCOUPLER DESIGN

The SmartPoint M2 utilizes TouchCoupler, the patented Sensus inductive coupling communication platform to interface with the encoded meter. With TouchCoupler, the SmartPoint M2 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.

OPERATION

The FlexNet SmartPoint M2 receives input from the meter register and remotely sends data to a walk-by/ drive-by or fixed base collection device. The SmartPoint M2 easily migrates from walk-by/drive-by to fixed base by simply installing a Base Station.

In walk-by/drive-by mode, the SmartPoint M2 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 M2 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 system provides unmatched reliability by

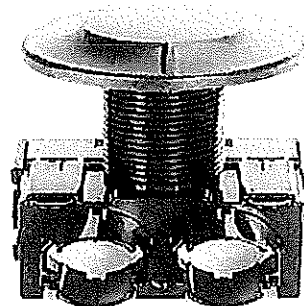
using expansive tower receiver coverage of metering end points, data/message redundancy, fail over back up provisions and operation on FCC primary use (unshared) RF spectrum.

POWERFUL TRANSMISSION, FLEXIBLE PLATFORM

The SmartPoint M2 offers several advantages that control both deployment and lifetime operation costs. It's powerful, industry leading two watt transmitter broadcasts over large distances and minimizes collection infrastructure. And once the SmartPoint M2 is installed, its migratable, two-way system platform can be updated without requiring personnel to visit each meter and/or inconveniencing customers.

ADDITIONAL SMARTPOINT M2 FEATURES

The SmartPoint M2 obtains hourly readings and can monitor continuous flow over a programmable period of time, alerting the utility to leak conditions. In addition, the SmartPoint M2 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 M2 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.

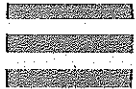
SPECIFICATIONS

SERVICE	Pit set installation interfacing the utility meter to the Sensus FlexNet system. 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 90, Part 24D, Part 101C Part 15 Licensed operation Canada: Industry Canada (IC) RSS-134, RSS-119, RSS-210
OPERATING TEMPERATURE	-22° F to +185° F -30° C to +85° C
OPTIONS	Dual or single port availability TouchCoupler only, wired only, Nicor connection
INSTALLATION ENVIRONMENT	100% condensing water submersible
COMPATIBILITY	TouchCoupler and Wired Version: Sensus Encoded Registers Badger ADE water registers and MasterMeter AccuLink Wired Version Only: Elster Encoder (Sensus protocol) and Neptune ARB VI (ProRead), Horsay Translator
WARRANTY	20 years – Based on six transmissions per day Refer to Sensus G-500 for warranty

© All products purchased and services performed are subject to Sensus terms of sale available at either <http://www.sensus.com/TC/TermsConditions.pdf> or 1-800-METER-IT. Sensus reserves the right to modify these terms and conditions in its own discretion without notice to the customer.

This document is for informational purposes only and SENSUS MAKES NO EXPRESS WARRANTIES IN THIS DOCUMENT. FURTHERMORE, THERE ARE NO IMPLIED WARRANTIES INCLUDING WITHOUT LIMITATION WARRANTIES AS TO FITNESS FOR A PARTICULAR PURPOSE AND MERCHANTABILITY. ANY USE OF THE PRODUCTS THAT IS NOT SPECIFICALLY PERMITTED HEREIN IS PROHIBITED.

Attachment D
Sole source letter



James Shugarts
Northern Regional Manager

16 South 6th Street
Youngwood, PA 15697

c: 412 298-4258
jim.shugarts@sensus.com



January 31, 2014

To Whom It May Concern:

Please be advised that the only authorized distributor in the State of Indiana to stock, service and sell Sensus products is E J Prescott, Inc.

Should you need additional information please contact me at (412) 298-4258.

Yours truly,

James Shugarts
Northern Regional Manager
Sensus, USA

CITY OF FORT WAYNE, INDIANA

EVERETT J. PRESCOTT, INC
(Vendor Name)

VENDOR DISCLOSURE STATEMENT RELATING TO:

1. **FINANCIAL INTERESTS;**
2. **POTENTIAL CONFLICTS OF INTEREST;**
3. **CURRENT AND PENDING CONTRACTS OR
PROCUREMENTS**

Vendors desiring to enter into certain contracts with the City of Fort Wayne, Indiana (the "City") shall disclose their financial interests, potential conflicts of interest and current and pending contract or procurement information as set forth below.

The following disclosures by Vendors are required for all contracts with annual payments by the City in the amount of \$50,000 or more. Vendors shall disclose their financial interests, potential conflicts of interest and other contract and procurement information identified in Sections 1, 2 and 3 below as a prerequisite for consideration for a contract awarded by the City. This Disclosure Statement must be completed and submitted together with the Vendor's contract, bid, proposal or offer.

A publicly traded entity may submit its current 10K disclosure filing in satisfaction of the disclosure requirements set forth in Sections 1 and 2 below.

Section 1: Disclosure of Financial Interest in Vendor

- a. If any individuals have either of the following financial interests in Vendor (or its parent), please check all that apply and provide their names and addresses (attach additional pages as necessary):

(i) Equity ownership exceeding 5% ☐

(ii) Distributable income share exceeding 5% ☐

(iii) Not Applicable (If N/A, go to Section 2) ☒

Name: _____

Name: _____

Address: _____

Address: _____

- b. For each individual listed in Section 1a. show his/her type of equity ownership:

sole proprietorship ☐ stock ☐

partnership interest ☐ units (LLC) ☐

other (explain) _____

- c. For each individual listed in Section 1a. show the percentage of ownership interest in Vendor (or its parent):
ownership interest:

Name: _____ %

Name: _____ %

Section 2: Disclosure of Potential Conflicts of Interest (not applicable for vendors who file a 10K)

For each individual listed in Section 1a, check "Yes" or "No" to indicate which, if any, of the following potential conflict of interest relationships apply. If "Yes", please describe using space under applicable subsection (attach additional pages as necessary):

- a. City employment, currently or in the previous 3 years, including contractual employment for services:
Yes _____ No X

- b. City employment of "Member of Immediate Family" (defined herein as: spouse, parent, child or sibling) including contractual employment for services in the previous 3 years:
Yes _____ No X

- c. Relationship to Member of Immediate Family holding elective City office currently or in the previous 3 years:
Yes _____ No X

- c. Relationship to Member of Immediate Family holding appointive City office currently or in the previous 3 years:
Yes _____ No X

Section 3: DISCLOSURE OF OTHER CONTRACT AND PROCUREMENT RELATED INFORMATION

- a. Does Vendor have current contracts (including leases) with the City? Yes ✓ No _____

If "Yes", identify each current contract with descriptive information including purchase order or contract reference number, contract date and City contact below (attach additional pages as necessary).

PO# 16522007-000; REQ# 16522010; EXP 12/31/2016

b. Does Vendor have pending contracts (including leases), bids, proposals, or other pending procurement relationship with the City? Yes X No

If "Yes", identify each pending matter with descriptive information including bid or project number, contract date and City contact using space below (attach additional pages as necessary).

Smartpoint 510M + 520M (SENSUS)

c. Does vendor have any existing employees that are also employed by the City of Fort Wayne?

Yes _____ No ☒

If "Yes", provide the employee's name, current position held at vendor, and employment payment terms (hourly, salaried, commissioned, etc.).

Name / Position / Payment Terms:

Name / Position / Payment Terms:

Name / Position / Payment Terms:

d. Does vendor's representative, agent, broker, dealer or distributor (if applicable) have any existing employees that are also employed by the City of Fort Wayne? For each instance, please provide the name of the representative, agent, broker, dealer or distributor; the name of the City employee, and the payment terms (hourly, salaried, commissioned, etc.).

Company / Name / Payment Terms: _____

Company / Name / Payment Terms:

Section 4: CERTIFICATION OF DISCLOSURES

In connection with the disclosures contained in Sections 1, 2 and 3 Vendor hereby certifies that, except as described in attached Schedule A:

- a. Vendor (or its parent) has not, within the five (5) year period preceding the date of this Disclosure Statement, been debarred, suspended, proposed for debarment declared ineligible or voluntarily excluded from any transactions by any federal, state or local unit of government;
- b. No officer or director of Vendor (or its parent) or individual listed in Section 1a. is presently indicted for or otherwise criminally or civilly charged by a governmental entity (federal, state or local) with commission of any offense;
- c. Vendor (or its parent) has not, within the five (5) year period preceding the date of this Disclosure Statement, had one or more public transactions (federal, state or local) terminated for cause or default;

- d. No officer or director of Vendor (or its parent) or individual listed in Section 1a. has, within the five (5) year period preceding the date of this Disclosure Statement, been convicted, adjudged guilty, or found liable in any criminal or civil action instituted by the City, the federal or state government or any other unit of local government; and
- e. Neither Vendor, nor its parent, nor any affiliated entity of Vendor, or any of their respective officers, directors, or individuals listed in Section 1a. is barred from contracting with any unit of any federal, state or local government as a result of engaging in or being convicted of: (i) bid-rigging; (ii) bid-rotating; or (iii) any similar federal or state offense that contains the same elements as the offense of bid-rigging or bid-rotating
- f. Pursuant to IC 5-22-16.5, Vendor hereby certifies they do NOT provide \$20 million dollars or more in goods or services to the energy sector of Iran. Vendor also certifies it is not a financial institution that extends \$20 million dollars or more in credit that will provide goods or services to the energy sector of Iran or extends \$20 million dollars or more in credit to a person identified on the list as a person engaging in investment activities in Iran.

The disclosures contained Sections 1, 2 and 3 and the foregoing Certifications are submitted by

Everett J. Prescott, Inc 4620 Hillegas Rd
(Name of Vendor) Address
(260) 480-2100
Telephone
molly.gibler@ejprescott.com
E-Mail Address

The individual authorized to sign on behalf of Vendor represents that he/she: (a) is fully informed regarding the matters pertaining to Vendor and its business; (b) has adequate knowledge to make the above representations and disclosures concerning Vendor; and (c) certifies that the foregoing representations and disclosures are true and accurate to the best of his/her knowledge and belief.

Name (Printed) Molly GIBLER Title Div. Manager
Signature Molly Gibler Date 1/28/16

NOTE: FAILURE TO COMPLETE AND RETURN THIS FORM WITH YOUR DOCUMENTATION MAY RESULT IN YOUR CONTRACT, OFFER, BID OR PROPOSAL BEING DISQUALIFIED FROM CONSIDERATION.

Memo

Date: February 18, 2016
To: Common Council Members
From: John Clark, City Utilities, Deputy Director of Operations
Re: **Purchase Agreement for water meter radios and radio reading equipment**

Council Districts ALL

City Utilities is requesting approval of the purchase of Itron water meter radios and Sensus water meter radios for 2016. The Utility has been using Itron radios since 2003 when they began the conversion of manual meter read to automated meter reading. The City uses Sensus water meter radios in the former Aqua Indiana Utility area in the 6th district. (Aqua had deployed 75% of their system with Sensus water radios). Itron and Sensus radios are not compatible with each other and must be read with their specific brand of meter reading equipment.

Implication of not being approved:

- Water meters and old radios that need to be replaced will have to be read manually.

If Prior Approval is being Requested, Justify: n/a

The purchase agreement is a sole source because the water meter radios require proprietary reading equipment and software. In 2003 the Utility began the two year conversion of its water meters to automated meter reading (AMR). Itron was selected as the AMR vendor through a RFQ and pilot project in 2002. The meter radios are proprietary and the City has installed approximately 79,000 Itron radios (There are approximately 100,000 metered accounts).

Sensus water meter radio are proprietary as well and there are approximately 13,000 in the former Aqua Indiana arear in the 6th district.

City Utilities recommends, and the Board of Public Works has approved, the purchase of Itron radios and Sensus radios for \$629,700.00. The purchase will include 8,750 radios, if needed. (The actual number of radios purchased depends on the number of new accounts and old radios that fail.)

Council Introduction Date: February 23, 2016

CC: BOW
Kurt Roberts
Diane Brown
File