



MEMORANDUM

TO: SLDMWA Board of Directors, Alternates

FROM: Pablo Arroyave, Chief Operating Officer
Jacob Oxenrider, Operations Supervisor

DATE: October 8, 2020

RE: Adoption of Resolution Making Single Source Findings and Authorizing Execution of Single Source Contract for Purchase of Flowmeters from McCrometer, Inc.

BACKGROUND

The replacement of the Delta-Mendota Canal (DMC) Turnout Flowmeters is a current approved FY21 EO&M project. Water Authority staff have replaced existing Sparling propeller flow meters with the proposed Water Specialties Open Channel Flowmeters on an as needed basis; there have been 6 replacements to date. The replacement meters, manufactured by McCrometer, Inc., have included a telemetry option that allows staff to obtain automated meter readings, and they have had successful operation since.

The existing flowmeters installed within the DMC turnouts are Sparling propeller flow meters. The meters have exhausted their useful life and are in need of replacement. Water Authority staff has researched alternative flow meters with the intent of modernizing the meter data collection to reduce labor for flow meter readings and integrate with the Water Operations water accounting software.

ISSUE FOR DECISION

Whether the Board should adopt the resolution making single source findings and authorizing the execution of a single source contract for the purchase of flowmeters from McCrometer, Inc. for the estimated cost of Two Hundred Forty-One Thousand Dollars (\$241,000).

RECOMMENDATION

Staff recommends adoption of the single source findings and authorization to execute a single source contract for the purchase of flowmeters from McCrometer, Inc. for the estimated cost of Two Hundred Forty-One Thousand Dollars (\$241,000).

ANALYSIS

The Water Authority routinely maintains DMC turnout flowmeters and takes volumetric meter readings on a monthly basis for the 200 plus flowmeters installed within the DMC. Under current water meter

operations, it could take upwards of a month to discover a potential problem with the meter and an additional two weeks for repair, if needed. An automated system will allow Water Operations to match water orders with flow data to determine when a particular turnout is operating and more importantly operating in condition that differs from normal operations, indicating a need for investigation.

This authorization will accelerate the replacement and modernization of the flowmeters with this authorization of Phase I of III over the next three (3) Fiscal Years.

Purchase of the flowmeters from McCrometer will:

1. Allow for automated meter reading of all new turnout meters and retrofit meters;
2. Eliminate ancillary equipment needed for automation as this system is all inclusive;
3. Keep the vendor accountable and unable to blame ancillary equipment for faulty readings;
4. Allow for efficient above-ground installation, anticipated in approximately 30 minutes per unit; and
5. Eliminate the need for labor to install alternative flow meter brackets and ancillary equipment.

The Water Specialties Open Channel Flowmeter has been chosen as a single-source product for two primary reasons:

1. It is the only flowmeter that comes with a built-in telemetry option. Meter readings are transmitted directly to the Water Operations database daily. Meters supplied by competitors required staff to collect information via drive-by methods.
2. Installation of meters can be accomplished utilizing the existing bracket system and without ancillary equipment. Alternative brand flowmeters require additional labor and equipment for the installation of new flowmeter brackets.

The only meter which met the requirements of both a direct fit replacement and added data collection capabilities is the Water Specialties Flow Meter. Additional information relating to the selection of the Water Specialties Flow Meter is included in that attached resolution.

ATTACHMENTS

1. Resolution
2. Single Source Justification
3. Draft Equipment Purchase Agreement

SAN LUIS & DELTA-MENDOTA WATER AUTHORITY

RESOLUTION NO. 2020-__

**RESOLUTION MAKING SINGLE SOURCE FINDINGS AND AUTHORIZING
EXECUTION OF SINGLE SOURCE CONTRACT FOR PURCHASE OF FLOWMETERS
FROM McCROMETER, INC.**

WHEREAS, the San Luis & Delta-Mendota Water Authority (“Water Authority”) routinely maintains Delta-Mendota Canal (“DMC”) turnout flowmeters and takes volumetric meter readings on a monthly basis for more than 200 flowmeters; and

WHEREAS, current flowmeter operations, which require in-person inspection, involve delays in discovering potential problems with individual meters and making repairs, if needed; and

WHEREAS, existing flowmeters have exhausted their useful life and are in need of replacement, and an automated system will allow Water Authority staff to more quickly and effectively investigate and resolve problems with individual meters; and

WHEREAS, Water Authority staff researched alternative flowmeters with the intent of modernizing the meter data collection to reduce the labor associated with flowmeter readings and integrate with Water Operations water accounting software; and

WHEREAS, Section 1.1. of the Authority’s Consolidated Procurement Policy, adopted by Resolution on April 10, 2020, requires the Board to specifically authorize contracts greater than \$200,000, and Section 2.3 requires the Authority to make specific findings prior to making a single source purchase; and

WHEREAS, after evaluation, Water Authority staff has determined, based on the facts summarized in Attachment 1, that only the products offered by McCrometer, Inc. match or interface with other products in use by the Authority and meet the Authority’s needs; and

WHEREAS, funds for the replacement of the Delta-Mendota Canal (DMC) Turnout Flowmeters are included in the approved Fiscal Year 2021 Extraordinary Operation and Maintenance Budget; and

WHEREAS, Water Authority staff recommends that the McCrometer, Inc. flowmeters (“Water Specialties Flow Meters”) be selected as a single source goods solution for the Water Authority and that a contract with McCrometer, Inc. be authorized.

NOW, THEREFORE, BE IT RESOLVED, AS FOLLOWS, THAT:

Section 1. The facts stated in the recitals above are true and correct, and the Board so finds and determines.

Section 2. Based on the above Recitals and the facts as stated in Attachment 1, the Board hereby finds as follows:

- (a) Only the McCrometer Water Specialties Flow Meters match with other products in use by the Authority, and;
- (b) Only the McCrometer Water Specialties Flow Meters will meet the Authority's needs.

Section 3. Based on the facts as stated in Attachment 1, including cost comparisons performed by Water Authority staff in researching software solutions, the price proposed for the McCrometer flowmeters is within the approved budget for the current year and fair and reasonable for flowmeters performing the required functions.

Section 4. The Executive Director, for and on behalf of the Water Authority, is hereby authorized and directed to execute an Equipment Purchase Agreement with McCrometer, Inc. for goods on substantially the terms discussed with the Board, as well as to take such actions as may be required or authorized by this Board to effectuate those agreements.

PASSED, APPROVED AND ADOPTED this ____ day of October, 2020, by the Board of Directors of the San Luis & Delta-Mendota Water Authority.

Cannon Michael, Chairman
SAN LUIS & DELTA-MENDOTA WATER AUTHORITY

Attest:

Federico Barajas, Secretary

.....

I hereby certify that the foregoing Resolution No. 2020-__ was duly and regularly adopted by the Board of Directors of the San Luis & Delta-Mendota Water Authority at the meeting thereof held on the ____ day of October, 2020.

Federico Barajas, Secretary



BRAND NAME / SINGLE SOURCE PROCUREMENT JUSTIFICATION

Item for brand name procurement: Water Specialties Open Channel Flow meter
If only one source/supplier available, name of
single supplier/source: McCrometer, Inc.
Total Amount of Procurement including taxes: \$241,000.00
Specification Number: F21-DMC-025

For any brand name procurement, the Project Manager must complete this form and return it to the Contract Specialist for review and procurement authorization. Attach additional pages of explanation if necessary. **A BRAND NAME OR SINGLE SOURCE PROCUREMENT MAY NOT PROCEED UNTIL THE REQUIRED SIGNATORIES SIGN THIS FORM.** (**Brand Name** is procurement in which there is only one specific product that can reasonably meet your need, for one of the reasons stated in the Authority's Consolidated Procurement Policy. **Single Source** is procurement in which only *one* vendor/supplier is capable of supplying this specific brand/product.) Identify the reason for specifying a single product (mark which one or more is applicable):

- Specified product is necessary to match or interface with other products in use
- Authority needs to purchase the specified product to field test or experiment to determine the product's suitability for future use
- Only the specified product will meet the Authority's needs

1) BACKGROUND STATEMENT – Provide information that would assist the reader in understanding the history (e.g., funding source, constraints, contractor's business, development of the product or service, ownership of product or service, existing or planned use by the Authority) of this purchase.

The Authority has Sparling-brand propeller meters installed in turnouts throughout the DMC that are aging and in need of replacement. The Authority needs to replace the meters but to also add functionality of providing automated meter reading and reporting processes. The replacement propeller meters must be a direct replacement for the Sparling meters, and also contain a built-in telemetry option that transmits meter readings directly to the Water Operations accounting database, without the need for additional auxiliary equipment. The Authority needs to standardize the meters to make repair and operation the same throughout the Authority and efficient.

2) FEATURES REQUIREMENTS – What design or performance features are essential to your requirements? Please provide a brief, yet technical explanation as to why these features are essential. Is this item truly the *minimum* need or requirement? How was this determined? Can you modify the specifications so that more than one Brand/Vendor is qualified, or is there an acceptable substitute (i.e.: comparable or identical) for the item for which competition does exist? If no, explain. Provide the manufacturer and model of your existing equipment. List the major features/capabilities of the product/service that are required:

The flowmeter upgrade must allow the use of existing flow meter bracketry, reducing installation costs. The existing brackets are in good condition as they are regularly maintained by staff, and the Authority will save time and money utilizing them.

The Authority intends to add functionality of providing automated meter reading and reporting processes. Water Operations is looking for an automated system which would free up Water



BRAND NAME / SINGLE SOURCE PROCUREMENT JUSTIFICATION

Item for brand name procurement:	<u>Water Specialties Open Channel Flow meter</u>
If only one source/supplier available, name of single supplier/source:	<u>McCrometer, Inc.</u>
Total Amount of Procurement including taxes:	<u>\$241,000.00</u>
Specification Number:	<u>F21-DMC-025</u>

Operations Staff to shift focus to maintenance versus meter reading. Specifically, the Authority requires a built-in telemetry option that transmits meter readings directly to the accounting database, without the need for additional auxiliary equipment. Additional auxiliary equipment would introduce the possibility of compatibility issues among manufacturers, and would complicate troubleshooting and repair activities. Individual manufacturers would likely attribute problems with equipment manufactured by others. Working with one manufacturer will result in a streamlined purchase, installation, and maintenance process.

The Authority also needs to integrate existing flowmeters that do not need to be replaced into the automated system, using a retrofit kit or other system to allow for wireless download of the data on a daily basis which will integrate in the Authority's water accounting database.

3) COMPETING BRANDS INVESTIGATED – What suppliers did you contact? (Please include names of all sales representatives contacted and their telephone numbers.) How was vendor availability determined? Did you consider other products or services with similar capabilities? Indicate the specific brands/models of competitors' products that were investigated and describe why, specifically, they do not meet some, or all, of the FEATURES REQUIREMENTS listed in Item #3. For the selected product, is this simply the best source/brand, or really the only source that meets minimum requirements? Did the process involve checking prior procurements for the same or similar items? Requestor needs to state that to the best of his/her knowledge, these are the only companies that make this type of equipment or provide this service.

Water Operations invited several vendors to meet and discuss flow metering options. TechnoFlo, McCrometer and Water Specialties open channel propeller flow meters were looked at.

TechnoFlo's proposal did not offer a telemetry option. Collection of data through TechnoFlo's technology requires staff to drive by the site, therefore not meeting SLDMWA needs.

McCrometer's proposed meters did not mate with existing bracketry, which would require more extensive parts and labor for installation.

Water Specialties meters were the only meters that offered both remote collection and transmitting capabilities (telemetry) of data and the utilization of existing brackets for ease of installation. The telemetry portion of the Water Specialties meters provide the necessary electronics built-in that allow automated meter readings. (Note: Water Specialties was acquired by McCrometer and manufactures both Water Specialties meters, and McCrometer meters. However, the delineation between "Water Specialites" meters and "McCrometer" meters remains in place and were evaluated separately by the Water Authority.)



BRAND NAME / SINGLE SOURCE PROCUREMENT JUSTIFICATION

Item for brand name procurement: Water Specialties Open Channel Flow meter
If only one source/supplier available, name of
single supplier/source: McCrometer, Inc.
Total Amount of Procurement including taxes: \$241,000.00
Specification Number: F21-DMC-025

4) SINGLE SOURCE: Is the specific brand/model of product being recommended for procurement available from more than one source (i.e., dealers, distributors)? Please indicate yes or no. If "Yes," this will be processed as a brand name only procurement. If only one source is available for this specific product/brand, this will be processed as a *single source procurement*. Please provide the company name(s) of known sources below.

Only one manufacturer exists for the Water Specialties Open Channel Flow meters, with a limited number of dealers that are based by region. Distributors do not stock the items because each meter has a stem length that is custom to the turnout it will be installed in. This fact was confirmed by a distributor found through independent research. The manufacturer (McCrometer) doesn't typically sell direct to customers but has made an exception in this case. This exception was due to the large number of custom orders, and in order to provide direct technical support with the telemetry portion of the meters. The manufacturer informed the Authority they are selling the meters to the Authority at their dealer rate. This fact was confirmed by acquiring a quote from the local dealer. The dealer was not able to beat, or match the manufacturer's pricing. The Authority's research has confirmed that McCrometer is providing the meters at a fair market price.

5) CONFLICT OF INTEREST STATEMENT – The Requestor agrees that there is no real or potential conflict of interest in recommending this product and/or service as a brand name or sole source procurement. (NOTE: If you do have a real or potential conflict of interest, please contact the appropriate Purchasing Agent.)

No conflict of interest is present.



BRAND NAME / SINGLE SOURCE PROCUREMENT JUSTIFICATION

Item for brand name procurement: Water Specialties Open Channel Flow meter
If only one source/supplier available, name of
single supplier/source: McCrometer, Inc.
Total Amount of Procurement including taxes: \$241,000.00
Specification Number: F21-DMC-025

COMPLETED AND REQUESTED BY:

By: *Jaime McNeil*
Jaime McNeil, Engineering Manager
Date: 10/2/2020

AUTHORIZATION:

By: *Lisa Freitas*
Lisa Freitas, Contract Specialist
Date: 10/2/2020

Check Box

Reviewed

By: _____
Pablo Arroyave, Chief Operating Officer
Date: _____

Approved Denied

SAN LUIS & DELTA-MENDOTA WATER AUTHORITY

EQUIPMENT PURCHASE AGREEMENT

This Equipment Purchase Agreement (“Agreement”) is made and entered into effective November 1, 2020 in the State of California, by and between the San Luis & Delta-Mendota Water Authority (“SLDMWA”) and McCrometer, Inc., a California Corporation (“Contractor”), and subject to the terms and conditions set forth herein.

SLDMWA and Contractor agree as follows:

1. SCOPE OF WORK/SPECIFICATIONS

Contractor shall furnish the equipment and/or materials described in Scope of Work/Specifications (also referenced as McCrometer Quote) and/or or Purchase Order set forth in Exhibit A at the price or prices set forth opposite each item within the times stated and in accordance with the General Conditions set forth in Exhibit B, each exhibit attached hereto and incorporated herein.

Any change in the Scope of the Work or schedule set forth herein, or to any other matter materially affecting the performance of or nature of the Scope of Work will not be paid for or accepted unless such change, addition or deletion is approved in advance, in writing, by SLDMWA.

2. PARTY REPRESENTATIVES AND NOTICES

Each party’s designated representative for administration of this Agreement and receipt of notices is designated below. All notices or other communications provided for by the Agreement shall be in writing and shall be sent by 1) personal delivery, 2) nationally-recognized overnight delivery service (such as Federal Express) which provides evidence of delivery, 3) first class United States mail (postage prepaid), registered or certified, return receipt requested, or 4) e-mail with a copy by first class U.S. mail. Notice shall be deemed received on the date actually delivered if delivered by personal delivery, overnight delivery, or U.S. Mail with return receipt requested and delivered during normal business hours on a business day. Notice by e-mail shall be deemed delivered on the date of transmission, unless the same is after 5:00 p.m. or on a weekend or holiday, in which event delivery shall be on the next business day. A party may change its address for notices under the Agreement by giving notice as provided herein. Notices shall be sent to the following party representatives at the following addresses:

<u>Contractor</u>	<u>SLDMWA</u>
McCrometer, Inc. 3255 West Stetson Avenue Hemet, CA 92545 Pam Fuller pamf@mccrometer.com 951-757-6416	Jacob Oxenrider San Luis & Delta-Mendota Water Authority 15990 Kelso Road Byron, CA 94514-9614 Jacob.Oxenrider@sldmwa.org 209-832-6242

IN WITNESS WHEREOF, this Agreement has been executed by and on behalf of the parties hereto, the day, month and year so indicated above. If Contractor is a corporation, partnership or limited liability company, documentation must be provided that the person signing below for Contractor has the authority to do so and to so bind Contractor to the terms of this Agreement.

<u>Contractor</u>	<u>San Luis & Delta-Mendota Water Authority</u>
By: _____ (Signature)	By: _____
_____ (Print Name & Title)	Pablo R. Arroyave Chief Operating Officer San Luis & Delta-Mendota Water Authority
_____ (Company Name)	

EXHIBIT A – PURCHASE ORDER

Purchase Order follows on next page.

DRAFT

PLACEHOLDER FOR PURCHASE ORDER

DRAFT

**EXHIBIT A
TECHNICAL SPECIFICATIONS**

*Specification No. F21-DMC-025
PO No. TBD*



Shipping Terms: FOB: Destination / domestic (DES)

Project Name: Phase One - Open Flow / FlowConnect Project

Line #:	Item Number:	Description:	Qty:	UM:	List Price:	Disc:	Net Price:	Ext. Price:
1.000	.	FlowConnect Specification AT&T Cellular, battery powered, digital display, with data collected & delivered Once-A-Day.						
2.000	FC501-D000F-A08B00A00	FlowConnect, Water Specialties Kit Meter Tag: MP 8.51-LT, For meter SN 20062649-54, OF12D-54 240" Drop pipe, 249" OAL from center of prop to top of cellular antenna.	1	EA	\$1,640.00	23.5%	\$1,254.60	\$1,254.60
3.000	FC501-D000F-A08B00A00	FlowConnect, Water Specialties Kit Meter Tag: MP 58.27-LT, for meter SN 20042536, OF12D-36 89" Drop pipe, 98" OAL from center of prop to top of cellular antenna.	1	EA	\$1,640.00	23.5%	\$1,254.60	\$1,254.60
4.000	OF12D-16	16" Open Flow Meter, 135" Drop Pipe Meter Tag: MP 76.77-LT, (Pipe ID 15", AF/CFS) 135" Drop pipe, 144" OAL from center of prop to top of cellular antenna.	1	EA	\$3,878.00	23.5%	\$2,966.67	\$2,966.67
4.100	FC501-D000A-A08B00A00	FlowConnect, Water Specialties	1	EA	\$1,390.00	23.5%	\$1,063.35	\$1,063.35
Subtotal (List):					\$5,268.00		Subtotal (Net):	\$4,030.02
5.000	OF12D-24	24" Open Flow Meter, 120.25" D-Pipe Meter Tag: MP 78.56-RT, (Pipe ID 24", AF/CFS) 120.25" Drop pipe, 129.25" OAL from center of prop to top of cellular antenna.	1	EA	\$4,137.00	23.5%	\$3,164.81	\$3,164.81
5.100	FC501-D000A-A08B00A00	FlowConnect, Water Specialties	1	EA	\$1,390.00	23.5%	\$1,063.35	\$1,063.35
Subtotal (List):					\$5,527.00		Subtotal (Net):	\$4,228.16

Continues on next page...

...continued from previous page

Codes: 001 / 032 / 066

Line #:	Item Number:	Description:	Qty:	UM:	List Price:	Disc:	Net Price:	Ext. Price:
6.000	OF12D-24	24" Open Flow Meter, 126" Drop Pipe Meter Tag(s): MP 81.08-RA, 81.08-RB, 81.08-RC, Site (Pipe 24", AF/CFS) 126" Drop pipe, 135" OAL from center of prop to top of cellular antenna.	3	EA	\$4,137.00	23.5%	\$3,164.81	\$9,494.42
6.100	FC501-D000A-A08B00A00	FlowConnect, Water Specialties	3	EA	\$1,390.00	23.5%	\$1,063.35	\$3,190.05
Subtotal (List):					\$16,581.00		Subtotal (Net):	\$12,684.47
7.000	FC501-D000F-A08B00A00	FlowConnect, Water Specialties Kit Meter Tag: MP 83.08-RT, For meter SN 952151-18, MLT1-X-18	1	EA	\$1,640.00	23.5%	\$1,254.60	\$1,254.60
8.000	FC501-D000F-A08B00A00	FlowConnect, Water Specialties Kit Meter Tag: MP 86.71-RT, For Meter SN 801621-18, OF11-18 w/ 126" Drop Pipe 126" Drop pipe, 135" OAL from center of prop to top of cellular antenna.	1	EA	\$1,640.00	23.5%	\$1,254.60	\$1,254.60
9.000	OF12D-24	24" Open Flow Meter, 116.25" D-Pipe Meter Tag: MP 88.65-RT, (Pipe ID 24", AF/CFS) 116.25" Drop pipe, 125.25" OAL from center of prop to top of cellular antenna.	1	EA	\$4,068.00	23.5%	\$3,112.02	\$3,112.02
9.100	FC501-D000A-A08B00A00	FlowConnect, Water Specialties	1	EA	\$1,390.00	23.5%	\$1,063.35	\$1,063.35
Subtotal (List):					\$5,458.00		Subtotal (Net):	\$4,175.37
10.000	OF12D-24	24" Open Flow Meter, 163.25" D-Pipe Meter Tag: MP 93.27-LT, (Pipe ID 24", AF/CFS) 163.25" Drop pipe, 172.25" OAL from center of prop to top of cellular antenna.	1	EA	\$4,344.00	23.5%	\$3,323.16	\$3,323.16
10.100	FC501-D000A-A08B00A00	FlowConnect, Water Specialties	1	EA	\$1,390.00	23.5%	\$1,063.35	\$1,063.35
Subtotal (List):					\$5,734.00		Subtotal (Net):	\$4,386.51
11.000	OF12D-24	24" Open Flow Meter, 186" Drop Pipe Meter Tag: MP 96.62-LT, (Pipe ID 24", AF/CFS) 186" Drop pipe, 195" OAL from center of prop to top of cellular antenna.	1	EA	\$4,482.00	23.5%	\$3,428.73	\$3,428.73
11.100	FC501-D000A-A08B00A00	FlowConnect, Water Specialties END OF BATCH #1	1	EA	\$1,390.00	23.5%	\$1,063.35	\$1,063.35
Subtotal (List):					\$5,872.00		Subtotal (Net):	\$4,492.08
12.000	OF12D-30	30" Open Flow Meter, 190" Drop Pipe Meter Tag: MP 8.71-LT, (Pipe ID 30", AF/CFS) 190" Drop pipe, 199" OAL from center of prop to top of cellular antenna.	1	EA	\$4,482.00	23.5%	\$3,428.73	\$3,428.73
12.100	FC501-D000A-A08B00A00	FlowConnect, Water Specialties	1	EA	\$1,390.00	23.5%	\$1,063.35	\$1,063.35

Continues on next page...

...continued from previous page

Codes: 001 / 032 / 066

Line #:	Item Number:	Description:	Qty:	UM:	List Price:	Disc:	Net Price:	Ext. Price:
Subtotal (List):					\$5,872.00		Subtotal (Net):	\$4,492.08
13.000	OF12D-18	18" Open Flow Meter, 127" Drop Pipe Meter Tag: MP 10.53-LT, (Pipe ID 18", AF/CFS) 127" Drop pipe, 136" OAL from center of prop to top of cellular antenna.	1	EA	\$3,809.00	23.5%	\$2,913.89	\$2,913.89
13.100	FC501-D000A-A08B00A00	FlowConnect, Water Specialties	1	EA	\$1,390.00	23.5%	\$1,063.35	\$1,063.35
Subtotal (List):					\$5,199.00		Subtotal (Net):	\$3,977.24
14.000	OF12D-18	18" Open Flow Meter, 142" Drop Pipe Meter Tag: MP 10.61-RT, (Pipe ID 18", AF/CFS) 142" Drop pipe, 151" OAL from center of prop to top of cellular antenna.	1	EA	\$3,878.00	23.5%	\$2,966.67	\$2,966.67
14.100	FC501-D000A-A08B00A00	FlowConnect, Water Specialties	1	EA	\$1,390.00	23.5%	\$1,063.35	\$1,063.35
Subtotal (List):					\$5,268.00		Subtotal (Net):	\$4,030.02
15.000	OF12D-18	18" Open Flow Meter, 135" Drop Pipe Meter Tag: MP 11.28-LT, (Pipe ID 18", AF/CFS) 135" Drop pipe, 144" OAL from center of prop to top of cellular antenna.	1	EA	\$3,878.00	23.5%	\$2,966.67	\$2,966.67
15.100	FC501-D000A-A08B00A00	FlowConnect, Water Specialties	1	EA	\$1,390.00	23.5%	\$1,063.35	\$1,063.35
Subtotal (List):					\$5,268.00		Subtotal (Net):	\$4,030.02
16.000	OF12D-30	30" Open Flow Meter, 152" Drop Pipe Meter Tag: MP 11.45-LT, (Pipe ID 30", AF/CFS) 152" Drop pipe, 161" OAL from center of prop to top of cellular antenna.	1	EA	\$4,275.00	23.5%	\$3,270.38	\$3,270.38
16.100	FC501-D000A-A08B00A00	FlowConnect, Water Specialties	1	EA	\$1,390.00	23.5%	\$1,063.35	\$1,063.35
Subtotal (List):					\$5,665.00		Subtotal (Net):	\$4,333.73
17.000	OF12D-24	24" Open Flow Meter, 125" Drop Pipe Meter Tag: MP 12.07-RT, (Pipe ID 24", AF/CFS) 125" Drop pipe, 134" OAL from center of prop to top of cellular antenna.	1	EA	\$4,137.00	23.5%	\$3,164.81	\$3,164.81
17.100	FC501-D000A-A08B00A00	FlowConnect, Water Specialties	1	EA	\$1,390.00	23.5%	\$1,063.35	\$1,063.35
Subtotal (List):					\$5,527.00		Subtotal (Net):	\$4,228.16
18.000	OF12D-16	16" Open Flow Meter, 133" Drop Pipe Meter Tag: MP 12.37-LT, (Pipe ID 15", AF/CFS) 133" Drop pipe, 142" OAL from center of prop to top of cellular antenna.	1	EA	\$3,809.00	23.5%	\$2,913.89	\$2,913.89
18.100	FC501-D000A-A08B00A00	FlowConnect, Water Specialties	1	EA	\$1,390.00	23.5%	\$1,063.35	\$1,063.35

Continues on next page...

...continued from previous page

Codes: 001 / 032 / 066

Line #:	Item Number:	Description:	Qty:	UM:	List Price:	Disc:	Net Price:	Ext. Price:
					Subtotal (List):		Subtotal (Net):	\$3,977.24
19.000	OF12D-30	30" Open Flow Meter, 142" Drop Pipe Meter Tag: MP 13.27-LT, (Pipe ID 30", AF/CFS) 142" Drop pipe, 151" OAL from center of prop to top of cellular antenna.	1	EA	\$4,206.00	23.5%	\$3,217.59	\$3,217.59
19.100	FC501-D000A-A08B00A00	FlowConnect, Water Specialties	1	EA	\$1,390.00	23.5%	\$1,063.35	\$1,063.35
					Subtotal (List):		Subtotal (Net):	\$4,280.94
20.000	OF12D-18	18" Open Flow Meter, 128" Drop Pipe Meter Tag: MP 13.57-LT, (Pipe ID 24", AF/CFS) 128" Drop pipe, 137" OAL from center of prop to top of cellular antenna.	1	EA	\$3,809.00	23.5%	\$2,913.89	\$2,913.89
20.100	FC501-D000A-A08B00A00	FlowConnect, Water Specialties	1	EA	\$1,390.00	23.5%	\$1,063.35	\$1,063.35
					Subtotal (List):		Subtotal (Net):	\$3,977.24
21.000	OF12D-30	30" Open Flow Meter, 160" Drop Pipe Meter Tag: MP 14.79-LT, (Pipe ID 30", AF/CFS) 160" Drop pipe, 169" OAL from center of prop to top of cellular antenna.	1	EA	\$4,344.00	23.5%	\$3,323.16	\$3,323.16
21.100	FC501-D000A-A08B00A00	FlowConnect, Water Specialties	1	EA	\$1,390.00	23.5%	\$1,063.35	\$1,063.35
					Subtotal (List):		Subtotal (Net):	\$4,386.51
22.000	OF12D-16	16" Open Flow Meter, 121" Drop Pipe Meter Tag: MP 14.81-LT, (Pipe ID 15", AF/CFS) 121" Drop pipe, 130" OAL from center of prop to top of cellular antenna.	1	EA	\$3,740.00	23.5%	\$2,861.10	\$2,861.10
22.100	FC501-D000A-A08B00A00	FlowConnect, Water Specialties	1	EA	\$1,390.00	23.5%	\$1,063.35	\$1,063.35
					Subtotal (List):		Subtotal (Net):	\$3,924.45
23.000	OF12D-18	18" Open Flow Meter, 115" Drop Pipe Meter Tag: MP 15.1-RT, (Pipe ID 18", AF/CFS) 115" Drop pipe, 124" OAL from center of prop to top of cellular antenna.	1	EA	\$3,740.00	23.5%	\$2,861.10	\$2,861.10
23.100	FC501-D000A-A08B00A00	FlowConnect, Water Specialties	1	EA	\$1,390.00	23.5%	\$1,063.35	\$1,063.35
					Subtotal (List):		Subtotal (Net):	\$3,924.45
24.000	OF12D-16	16" Open Flow Meter, 115" Drop Pipe Meter Tag: MP 16.64-RT, (Pipe ID 15", AF/CFS) 115" Drop pipe, 124" OAL from center of prop to top of cellular antenna.	1	EA	\$3,740.00	23.5%	\$2,861.10	\$2,861.10
24.100	FC501-D000A-A08B00A00	FlowConnect, Water Specialties	1	EA	\$1,390.00	23.5%	\$1,063.35	\$1,063.35

Continues on next page...

...continued from previous page

Codes: 001 / 032 / 066

Line #:	Item Number:	Description:	Qty:	UM:	List Price:	Disc:	Net Price:	Ext. Price:
Subtotal (List):					\$5,130.00		Subtotal (Net):	\$3,924.45
25.000	OF12D-16	16" Open Flow Meter, 132" Drop Pipe Meter Tag: MP 17.59-LT, (Pipe ID 15", AF/CFS) 132" Drop pipe, 141" OAL from center of prop to top of cellular antenna.	1	EA	\$3,809.00	23.5%	\$2,913.89	\$2,913.89
25.100	FC501-D000A-A08B00A00	FlowConnect, Water Specialties	1	EA	\$1,390.00	23.5%	\$1,063.35	\$1,063.35
Subtotal (List):					\$5,199.00		Subtotal (Net):	\$3,977.24
26.000	OF12D-18	18" Open Flow Meter, 119" Drop Pipe Meter Tag: MP 17.77-RT, (Pipe ID 18", AF/CFS) 119" Drop pipe, 128" OAL from center of prop to top of cellular antenna.	1	EA	\$3,740.00	23.5%	\$2,861.10	\$2,861.10
26.100	FC501-D000A-A08B00A00	FlowConnect, Water Specialties	1	EA	\$1,390.00	23.5%	\$1,063.35	\$1,063.35
Subtotal (List):					\$5,130.00		Subtotal (Net):	\$3,924.45
27.000	OF12D-16	16" Open Flow Meter, 112" Drop Pipe Meter Tag: MP 19.39-LT, (Pipe ID 15", AF/CFS) 112" Drop pipe, 121" OAL from center of prop to top of cellular antenna.	1	EA	\$3,740.00	23.5%	\$2,861.10	\$2,861.10
27.100	FC501-D000A-A08B00A00	FlowConnect, Water Specialties	1	EA	\$1,390.00	23.5%	\$1,063.35	\$1,063.35
Subtotal (List):					\$5,130.00		Subtotal (Net):	\$3,924.45
28.000	OF12D-18	18" Open Flow Meter, 118" Drop Pipe Meter Tag: MP 19.4-RT, (Pipe ID 18", AF/CFS) 118" Drop pipe, 127" OAL from center of prop to top of cellular antenna.	1	EA	\$3,740.00	23.5%	\$2,861.10	\$2,861.10
28.100	FC501-D000A-A08B00A00	FlowConnect, Water Specialties	1	EA	\$1,390.00	23.5%	\$1,063.35	\$1,063.35
Subtotal (List):					\$5,130.00		Subtotal (Net):	\$3,924.45
29.000	OF12D-30	30" Open Flow Meter, 80" Drop Pipe Meter Tag: MP 19.59-RT, (Pipe ID 30", AF/CFS) 80" Drop pipe, 89" OAL from center of prop to top of cellular antenna.	1	EA	\$3,861.00	23.5%	\$2,953.67	\$2,953.67
29.100	FC501-D000A-A08B00A00	FlowConnect, Water Specialties	1	EA	\$1,390.00	23.5%	\$1,063.35	\$1,063.35
Subtotal (List):					\$5,251.00		Subtotal (Net):	\$4,017.02
30.000	OF12D-18	18" Open Flow Meter, 113" Drop Pipe Meter Tag: MP 69.21-LT, (Pipe ID 18", AF/CFS) 113" Drop pipe, 122" OAL from center of prop to top of cellular antenna.	1	EA	\$3,740.00	23.5%	\$2,861.10	\$2,861.10
30.100	FC501-D000A-A08B00A00	FlowConnect, Water Specialties	1	EA	\$1,390.00	23.5%	\$1,063.35	\$1,063.35

Continues on next page...

...continued from previous page

Codes: 001 / 032 / 066

Line #:	Item Number:	Description:	Qty:	UM:	List Price:	Disc:	Net Price:	Ext. Price:
					Subtotal (List):		Subtotal (Net):	\$3,924.45
31.000	OF12D-16	16" Open Flow Meter, 117.25" D-Pipe Meter Tag: MP 72.34-LT, (Pipe ID 15", AF/CFS) 117.25" Drop pipe, 126.25" OAL from center of prop to top of cellular antenna.	1	EA	\$3,740.00	23.5%	\$2,861.10	\$2,861.10
31.100	FC501-D000A-A08B00A00	FlowConnect, Water Specialties	1	EA	\$1,390.00	23.5%	\$1,063.35	\$1,063.35
					Subtotal (List):		Subtotal (Net):	\$3,924.45
32.000	OF12D-16	16" Open Flow Meter, 111.5" D-Pipe Meter Tag: MP 73.06-LT, (Pipe ID 15", AF/CFS) 111.5" Drop pipe, 120.5" OAL from center of prop to top of cellular antenna.	1	EA	\$3,740.00	23.5%	\$2,861.10	\$2,861.10
32.100	FC501-D000A-A08B00A00	FlowConnect, Water Specialties	1	EA	\$1,390.00	23.5%	\$1,063.35	\$1,063.35
					Subtotal (List):		Subtotal (Net):	\$3,924.45
33.000	OF12D-16	16" Open Flow Meter, 141" Drop Pipe Meter Tag: MP 77.24-LT, (Pipe ID 15", AF/CFS) 141" Drop pipe, 150" OAL from center of prop to top of cellular antenna.	1	EA	\$3,878.00	23.5%	\$2,966.67	\$2,966.67
33.100	FC501-D000A-A08B00A00	FlowConnect, Water Specialties	1	EA	\$1,390.00	23.5%	\$1,063.35	\$1,063.35
					Subtotal (List):		Subtotal (Net):	\$4,030.02
34.000	OF12D-18	18" Open Flow Meter, 115" Drop Pipe Meter Tag: MP 78.57-LT, (Pipe ID 24", AF/CFS) 115" Drop pipe, 124" OAL from center of prop to top of cellular antenna.	1	EA	\$3,740.00	23.5%	\$2,861.10	\$2,861.10
34.100	FC501-D000A-A08B00A00	FlowConnect, Water Specialties	1	EA	\$1,390.00	23.5%	\$1,063.35	\$1,063.35
					Subtotal (List):		Subtotal (Net):	\$3,924.45
35.000	OF12D-18	18" Open Flow Meter, 112.25" D-Pipe Meter Tag: MP 79.13-LT, (Pipe ID 24", AF/CFS) 112.25" Drop pipe, 121.25" OAL from center of prop to top of cellular antenna.	1	EA	\$3,740.00	23.5%	\$2,861.10	\$2,861.10
35.100	FC501-D000A-A08B00A00	FlowConnect, Water Specialties	1	EA	\$1,390.00	23.5%	\$1,063.35	\$1,063.35
					Subtotal (List):		Subtotal (Net):	\$3,924.45
36.000	OF12D-24	24" Open Flow Meter, 144.5" D-Pipe Meter Tag: MP 80.99-LT, (Pipe ID 24", AF/CFS) 144.5" Drop pipe, 153.5" OAL from center of prop to top of cellular antenna.	1	EA	\$4,206.00	23.5%	\$3,217.59	\$3,217.59
36.100	FC501-D000A-A08B00A00	FlowConnect, Water Specialties	1	EA	\$1,390.00	23.5%	\$1,063.35	\$1,063.35

Continues on next page...

...continued from previous page

Codes: 001 / 032 / 066

Line #:	Item Number:	Description:	Qty:	UM:	List Price:	Disc:	Net Price:	Ext. Price:
Subtotal (List):					\$5,596.00		Subtotal (Net):	\$4,280.94
37.000	OF12D-18	18" Open Flow Meter, 120" Drop Pipe Meter Tag: MP 82.31-LT, (Pipe ID 18", AF/CFS) 120" Drop pipe, 129" OAL from center of prop to top of cellular antenna.	1	EA	\$3,740.00	23.5%	\$2,861.10	\$2,861.10
37.100	FC501-D000A-A08B00A00	FlowConnect, Water Specialties	1	EA	\$1,390.00	23.5%	\$1,063.35	\$1,063.35
Subtotal (List):					\$5,130.00		Subtotal (Net):	\$3,924.45
38.000	OF12D-18	18" Open Flow Meter, 138" Drop Pipe Meter Tag: MP 83.08-LT, (Pipe ID 18", AF/CFS) 138" Drop pipe, 147" OAL from center of prop to top of cellular antenna.	1	EA	\$3,878.00	23.5%	\$2,966.67	\$2,966.67
38.100	FC501-D000A-A08B00A00	FlowConnect, Water Specialties	1	EA	\$1,390.00	23.5%	\$1,063.35	\$1,063.35
Subtotal (List):					\$5,268.00		Subtotal (Net):	\$4,030.02
39.000	100.760.001	A760 addWAVE Cellular RTU Meter Tag: 84.38-LT, existing Seametrics AG2000 or 3000	1	EA	\$1,750.00	20%	\$1,400.00	\$1,400.00
39.100	200.733.522	Solar Set (9VDC, 540mA, 5.1W)	1	EA	\$260.00	20%	\$208.00	\$208.00
39.200	200.730.501	Reinforced Poleset, 3-Part, 11'	1	EA	\$110.00	20%	\$88.00	\$88.00
39.300	7M-025-OE2	Pulse Cable, 7-Pin x OE, 25'	1	EA	\$95.00	20%	\$76.00	\$76.00
Subtotal (List):					\$2,215.00		Subtotal (Net):	\$1,772.00
40.000	FC501-D000F-A08B00A00	FlowConnect, Water Specialties Kit Meter Tag: MP 85.05-RT, For meter SN 200220-30, ML20-30, 29.688" ID	1	EA	\$1,640.00	23.5%	\$1,254.60	\$1,254.60
41.000	FC501-D000F-A08B00A00	FlowConnect, Water Specialties Kit Meter Tag: MP 86.17-RT, For meter SN 20062077-16, MLI1-16, 15.16" ID	1	EA	\$1,640.00	23.5%	\$1,254.60	\$1,254.60
42.000	OF12D-18	18" Open Flow Meter, 125" Drop Pipe Meter Tag: MP 86.72-LT, (Pipe ID 18", AF/CFS) 125" Drop pipe, 134" OAL from center of prop to top of cellular antenna.	1	EA	\$3,809.00	23.5%	\$2,913.89	\$2,913.89
42.100	FC501-D000A-A08B00A00	FlowConnect, Water Specialties	1	EA	\$1,390.00	23.5%	\$1,063.35	\$1,063.35
Subtotal (List):					\$5,199.00		Subtotal (Net):	\$3,977.24

Continues on next page...

...continued from previous page

Codes: 001 / 032 / 066

Line #:	Item Number:	Description:	Qty:	UM:	List Price:	Disc:	Net Price:	Ext. Price:
43.000	OF12D-18	18" Open Flow Meter, 125" Drop Pipe Meter Tag: MP 87.35-RT, (Pipe ID 18", AF/CFS) 125" Drop pipe, 134" OAL from center of prop to top of cellular antenna.	1	EA	\$3,809.00	23.5%	\$2,913.89	\$2,913.89
43.100	FC501-D000A-A08B00A00	FlowConnect, Water Specialties	1	EA	\$1,390.00	23.5%	\$1,063.35	\$1,063.35
Subtotal (List):					\$5,199.00		Subtotal (Net):	\$3,977.24
44.000	FC501-D000F-A08B00A00	FlowConnect, Water Specialties Kit Meter Tag: 87.97-R M&I, for meter SN 20111323, LP22-04	1	EA	\$1,640.00	23.5%	\$1,254.60	\$1,254.60
45.000	OF12D-18	18" Open Flow Meter, 210" Drop Pipe Meter Tag: MP 87.97-LT, (Pipe ID 18", AF/CFS) 210" Drop pipe, 219" OAL from center of prop to top of cellular antenna.	1	EA	\$4,292.00	23.5%	\$3,283.38	\$3,283.38
45.100	FC501-D000A-A08B00A00	FlowConnect, Water Specialties	1	EA	\$1,390.00	23.5%	\$1,063.35	\$1,063.35
Subtotal (List):					\$5,682.00		Subtotal (Net):	\$4,346.73
46.000	OF12D-16	16" Open Flow Meter, 127" Drop Pipe Meter Tag: MP 89.56-LT, (Pipe ID 15", AF/CFS) 127" Drop pipe, 136" OAL from center of prop to top of cellular antenna.	1	EA	\$3,809.00	23.5%	\$2,913.89	\$2,913.89
46.100	FC501-D000A-A08B00A00	FlowConnect, Water Specialties	1	EA	\$1,390.00	23.5%	\$1,063.35	\$1,063.35
Subtotal (List):					\$5,199.00		Subtotal (Net):	\$3,977.24
47.000	OF12D-24	24" Open Flow Meter, 126" Drop Pipe Meter Tag: MP 90.53-RT, (Pipe ID 24", AF/CFS) 126" Drop pipe, 135" OAL from center of prop to top of cellular antenna.	1	EA	\$4,137.00	23.5%	\$3,164.81	\$3,164.81
47.100	FC501-D000A-A08B00A00	FlowConnect, Water Specialties	1	EA	\$1,390.00	23.5%	\$1,063.35	\$1,063.35
Subtotal (List):					\$5,527.00		Subtotal (Net):	\$4,228.16
48.000	FC501-D000F-A08B00A00	FlowConnect, Water Specialties Kit Meter Tag: MP 90.57, For meter SN 952150-12, LP31-12 w/ 4' CN02, 12.25" ID	1	EA	\$1,640.00	23.5%	\$1,254.60	\$1,254.60
49.000	OF12D-24	24" Open Flow Meter, 156.25" D-Pipe Meter Tag: MP 94.57-LT, (Pipe ID 24", AF/CFS) 156.25" Drop pipe, 165.25" OAL from center of prop to top of cellular antenna.	1	EA	\$4,275.00	23.5%	\$3,270.38	\$3,270.38
49.100	FC501-D000A-A08B00A00	FlowConnect, Water Specialties	1	EA	\$1,390.00	23.5%	\$1,063.35	\$1,063.35
Subtotal (List):					\$5,665.00		Subtotal (Net):	\$4,333.73

Continues on next page...

...continued from previous page

Codes: 001 / 032 / 066

Line #:	Item Number:	Description:	Qty:	UM:	List Price:	Disc:	Net Price:	Ext. Price:
50.000	OF12D-18	18" Open Flow Meter, 180" Drop Pipe Meter Tag: MP 95.5-RT, (Pipe ID 18", AF/CFS) 180" Drop pipe, 189" OAL from center of prop to top of cellular antenna.	1	EA	\$4,085.00	23.5%	\$3,125.03	\$3,125.03
50.100	FC501-D000A-A08B00A00	FlowConnect, Water Specialties	1	EA	\$1,390.00	23.5%	\$1,063.35	\$1,063.35
Subtotal (List):					\$5,475.00		Subtotal (Net):	\$4,188.38
51.000	OF12D-16	16" Open Flow Meter, 180" Drop Pipe Meter Tag: MP 95.95-LT, (Pipe ID 15", AF/CFS) 180" Drop pipe, 189" OAL from center of prop to top of cellular antenna.	1	EA	\$4,085.00	23.5%	\$3,125.03	\$3,125.03
51.100	FC501-D000A-A08B00A00	FlowConnect, Water Specialties	1	EA	\$1,390.00	23.5%	\$1,063.35	\$1,063.35
Subtotal (List):					\$5,475.00		Subtotal (Net):	\$4,188.38
52.000	OF12D-24	24" Open Flow Meter, 155.5" D-Pipe Meter Tag(s): MP 97.7-LA & 97.7-LB (Pipe ID 24", AF/CFS) 155.5" Drop pipe, 164.5" OAL from center of prop to top of cellular antenna.	2	EA	\$4,275.00	23.5%	\$3,270.38	\$6,540.75
52.100	FC501-D000A-A08B00A00	FlowConnect, Water Specialties	2	EA	\$1,390.00	23.5%	\$1,063.35	\$2,126.70
Subtotal (List):					\$11,330.00		Subtotal (Net):	\$8,667.45
53.000	FC501-D000F-A08B00A00	FlowConnect, Water Specialties Kit Meter Tag: MP 100.8-RT, For meter SN 983005-4, ML03-04, 4.0" ID	1	EA	\$1,640.00	23.5%	\$1,254.60	\$1,254.60
54.000	FC501-D000G-A08B00A00	FlowConnect, Water Specialties Kit Meter Tag: MP 105.03-LT, For meter SN 20101069-08, LP32D-08, 8.249 ID Recent FC101 Conversion Kit, has new separator and impellor.	1	EA	\$1,390.00	23.5%	\$1,063.35	\$1,063.35
55.000	FC501-D000G-A08B00A00	FlowConnect, Water Specialties Kit Meter Tag: MP 105.05-LT, For meter SN 20070695-12, LP32D-12, 12.374" ID Recent FC101 Conversion Kit, has new separator and impellor.	1	EA	\$1,390.00	23.5%	\$1,063.35	\$1,063.35
56.000	FC501-D000G-A08B00A00	FlowConnect, Water Specialties Kit Meter Tag: MP 105.56-LT, For meter SN 20102202-10, LP32D-10, 10.374" ID Recent FC101 Conversion Kit, has new separator and impellor.	1	EA	\$1,390.00	23.5%	\$1,063.35	\$1,063.35
57.000	FC501-D000F-A08B00A00	FlowConnect, Water Specialties Kit Meter Tag: MP 105.56-RT, For meter SN 980908-12, LP32-12, 12.374" ID	1	EA	\$1,640.00	23.5%	\$1,254.60	\$1,254.60

Continues on next page...

...continued from previous page

Line #:	Item Number:	Description:	Qty:	UM:	List Price:	Disc:	Net Price:	Ext. Price:
58.000	FC501-D000G-A08B00A00	FlowConnect, Water Specialties Kit Meter Tag: MP 107.85-LT, For meter SN 20120519-24, OF12D-24 76" Drop pipe, 85" OAL from center of prop to top of cellular antenna. Recent FC101 Conversion Kit, has new separator and impellor,	1	EA	\$1,390.00	23.5%	\$1,063.35	\$1,063.35
59.000	DATA-ATT-001	Cellular Data Plan, AT&T, Annual Data collected & delivered Once-A-Day	60	EA	\$48.00			\$2,880.00
59.100	300.405.XXX	addVANTAGE Pro Software, 320 RTU 3 Seats Base software with LiveData and MobileView access. PN A300405311, A300400476, LiveData, MobileView	1	EA	\$7,310.00			\$7,310.00
							Subtotal:	\$10,190.00
60.000	SERVICE	Telemetry Service By Factory Tech One Day On-Site to review start up procedures, provide addVANTAGE Pro Software training on the District servers.	1	EA	\$1,447.00			\$1,447.00
60.100	SERVICE-TRAVEL	Telemetry Tech Travel Expenses Travel to and from site to include lodging & meals. NOTE: Service items are non-taxable.	1	EA	\$1,396.00			\$1,396.00
							Subtotal:	\$2,843.00
61.000	FREIGHT	Freight Charges - Dedicated Truck Six batches of meters, \$1,170 freight for each batch. NOTE: Freight is taxable based on CA State Tax Law..	1	EA	\$7,020.00			\$7,020.00
62.000	TAX	Tax for Los Banos, CA, 7.75% Tax applies to Items 2.000 through 59.100 & 61.000 (sub total \$220,804.30 at 7.75%)	1	EA	\$17,112.33			\$17,112.33
All Prices are in US Dollars (USD)			Total List Quoted:		\$303,200.33	Total Net Quoted:		\$240,759.63

Exhibit A
Flow Meter Replacement List-Phase One

Specification No. F21-DMC-025
PO No. TBD

MP	Meter Tag	WS Meter Model	Size	Water Specialties Kit	S/N	Project Phase	Batch	Order Comments/Instructions
8.51	8.51-L	OF12D-54 w/ 240" drop pipe	60.55 ID	Yes	20062649-54	1	1	Quote Item # 2.000
58.27	58.27-L	OF12D-36 w/ 170.25" drop pipe	36"	Yes	20042536-36	1	1	Quote Item # 3.000
76.77	76.77-L	OF12D-16 w/ 135" drop pipe	15"			1	1	Quote Item # 4.000-4.100
78.56	78.56-R	OF12D-24 w/ 120.25" drop pipe	24"			1	1	Quote Item # 5.000-5.100 / Only Ordering 1 meter
81.08	81.08-RA	OF12D-24 w/ 126" drop pipe	24"			1	1	Quote Item # 6.000-6.100
81.08	81.08-RB	OF12D-24 w/ 126" drop pipe	24"			1	1	Quote Item # 6.000-6.100
81.08	81.08-RC	OF12D-24 w/ 126" drop pipe	24"			1	1	Quote Item # 6.000-6.100
83.08	83.08-R	MLT1-X-18	18"	Yes	952151-18	1	1	Quote Item # 7.000
86.71	86.71-R	OF12D-18 w/ 126" drop pipe	18"	Yes	801621-18	1	1	Quote Item # 8.000
88.65	88.65-R	OF12D-24 w/ 116.25" drop pipe	24"			1	1	Quote Item # 9.000-9.100 / Only Ordering 1 meter
93.27	93.27-L	OF12D-24 w/ 163.25" drop pipe	24"			1	1	Quote Item # 10.000-10.100
96.62	96.62-L	OF12D-24 w/ 186" drop pipe	24"			1	1	Quote Item # 11.000-11.100
8.71	8.71-L	OF12D-30 w/ 190" drop pipe	30"			1		Quote Item # 12.000-12.100
10.53	10.53-L	OF12D-18 w/ 127" drop pipe	18"			1		Quote Item # 13.000-13.100
10.61	10.61-R	OF12D-18 w/ 142" drop pipe	18"			1		Quote Item # 14.000-14.100
11.28	11.28-L	OF12D-18 w/ 135" drop pipe	18"			1		Quote Item # 15.000-15.100
11.45	11.45-L	OF12D-30 w/ 152" drop pipe	30"			1		Quote Item # 16.000-16.100
12.07	12.07-R	OF12D-24 w/ 125" drop pipe	24"			1		Quote Item # 17.000-17.100
12.37	12.37-L	OF12D-16 w/ 133" drop pipe	15"			1		Quote Item # 18.000-18.100
13.27	13.27-L	OF12D-30 w/ 142" drop pipe	30"			1		Quote Item # 19.000-19.100
13.57	13.57-L	OF12D-18 w/ 128" drop pipe	18"			1		Quote Item # 20.000-20.100 / Changed from OF12D-24 to OF12D-18
14.79	14.79-L	OF12D-30 w/ 160" drop pipe	30"			1		Quote Item # 21.000-21.100
14.81	14.81-L	OF12D-16 w/ 121" drop pipe	15"			1		Quote Item # 22.000-22.100
15.1	15.1-R	OF12D-18 w/ 115" drop pipe	18"			1		Quote Item # 23.000-23.100
16.64	16.64-R	OF12D-16 w/ 115" drop pipe	15"			1		Quote Item # 24.000-24.100
17.59	17.59-L	OF12D-16 w/ 132" drop pipe	15"			1		Quote Item # 25.000-25.100
17.77	17.77-R	OF12D-18 w/ 119" drop pipe	18"			1		Quote Item # 26.000-26.100
19.39	19.39-L	OF12D-16 w/ 112" drop pipe	15"			1		Quote Item # 27.000-27.100
19.4	19.4-R	OF12D-18 w/ 118" drop pipe	18"			1		Quote Item # 28.000-28.100
19.59	19.59-R	OF12D-30 w/ 80" drop pipe	30"			1		Quote Item # 29.000-29.100
69.21	69.21-L	OF12D-18 w/ 113" drop pipe	18"			1		Quote Item # 30.000-30.100
72.34	72.34-L	OF12D-16 w/ 117.25" drop pipe	15"			1		Quote Item # 31.000-31.100
73.06	73.06-L	OF12D-16 w/ 111.50" drop pipe	15"			1		Quote Item # 32.000-32.100
77.24	77.24-L	OF12D-16 w/ 141" drop pipe	15"			1		Quote Item # 33.000-33.100
78.57	78.57-L	OF12D-18 w/ 115" drop pipe	18"			1		Quote Item # 34.000-34.100 / Changed from OF12D-24 to OF12D-18
79.13	79.13-L	OF12D-18 w/ 112.25" drop pipe	18"			1		Quote Item # 35.000-35.100 / Changed from OF12D-24 to OF12D-18
80.99	80.99-L	OF12D-24 w/144.50" drop pipe	24"			1		Quote Item # 36.000-36.100
82.31	82.31-L	OF12D-18 w/ 120" drop pipe	18"			1		Quote Item # 37.000-37.100
83.08	83.08-L	OF12D-18 w/ 138" drop pipe	18"			1		Quote Item # 38.000-38.100
84.38	84.38-L	AG3000	8"			1		Quote Item # 39.000-39.300 / A760 Telemetry System
85.05	85.05-R	ML20-30	29.688 ID	Yes	200220-30	1		Quote Item # 40.000
86.17	86.17-R	ML11-16	15.16 ID	Yes	20062077-16	1		Quote Item # 41.000
86.72	86.72-L	OF12D-18 w/ 125" drop pipe	18"			1		Quote Item # 42.000-42.100
87.35	87.35-R	OF12D-18 w/ 125" drop pipe	18"			1		Quote Item # 43.000-43.100
87.97	87.97-L	OF12D-18 w/ 210" drop pipe	18"			1		Quote Item # 44.000
87.97	87.97-L M&I	LP 22-04	4"	Yes	20111323	1		Quote Item # 45.000-45.100
89.56	89.56-L	OF12D-16 w/ 127" drop pipe	15"			1		Quote Item # 46.000-46.100

MP	Meter Tag	WS Meter Model	Size	Water Specialties Kit	S/N	Project Phase	Batch	Order Comments/Instructions
90.53	90.53-R	OF12D-24 w/ 126" drop pipe	24"			1		Quote Item # 47.000-47.100
90.57	90.57-L	LP31-12 w/ 4' CN02	12.25 ID	Yes	952150-12	1		Quote Item # 48.000
94.57	94.57-L	OF12D-24 w/ 156.25" drop pipe	24"			1		Quote Item # 49.000-49.100
95.5	95.5-R	OF12D-18 w/ 180" drop pipe	18"			1		Quote Item # 50.000-50.100
95.95	95.95-L	OF12D-16 w/ 180" drop pipe	15"			1		Quote Item # 51.000-51.100
97.7	97.7-LA	OF12D-24 w/ 155.50" drop pipe	24"			1		Quote Item # 52.000-52.100
97.7	97.7-LB	OF12D-24 w/ 155.50" drop pipe	24"			1		Quote Item # 52.000-52.100
100.8	100.8-R	ML03-04	4.0 ID	Yes	983005-4	1		Quote Item # 53.000
105.03	105.03-L	LP32D-8	8.249 ID	Yes	20101069-08	1		Quote Item # 54.000
105.05	105.05-L	LP32D-12	12.374 ID	Yes	20070695-12	1		Quote Item # 55.000
105.56	105.56-L	LP32D-10	10.374 ID	Yes	20102202-10	1		Quote Item # 56.000
105.56	105.56-R	LP32-12	12.374 ID	Yes	980908-12	1		Quote Item # 57.000
107.85	107.85-L	OF12D-24 76" drop pipe	24" ID	Yes	20120519-24	1		Quote Item # 58.000

DRAFT

EXHIBIT B – GENERAL CONDITIONS

ARTICLE 1. ENTIRE AGREEMENT

The Agreement, including all exhibits, represents the entire and integrated agreement between SLDMWA and Contractor and supersedes all prior proposals, negotiations, representations, understandings and/or agreements, either written or oral. No changes, amendments, alterations or modifications to this Agreement will be effective unless in writing and executed in the same manner as the Agreement. No claim for any additional compensation or time shall be valid unless authorized by a written amendment executed by SLDMWA and Contractor.

ARTICLE 2. CONFLICTS OF INTEREST

Contractor shall not have a familial, financial, or investment interest in any of the persons, contractors or companies with responsibilities related to the subject of this Agreement. A familial interest exists if any of Contractor's officers, directors, employee(s) providing professional services on the Project, or owners of 10% or more of the business is the spouse, sibling, parent, child, grandparent, grandchild, aunt/uncle or niece/nephew of any of the officers, directors, project managers, or owners of 10% or more of the business of any of the persons, contractors or companies with responsibilities related to the Project. Contractor affirms that, to the best of its knowledge, there exists no actual or potential conflict between family, business, or financial interests of Contractor and SLDMWA. Contractor agrees to advise SLDMWA of any actual or potential conflicts of interest that may develop subsequent to the date of execution of the Agreement.

ARTICLE 3. CHANGES OR TERMINATION

Changes will be binding on SLDMWA only if in writing and signed by the SLDMWA. SLDMWA, for its convenience, may by written change order make any change, including, without limitation, additions or deductions in quantities ordered, changes in the specifications or drawings, changes in the time of delivery, or termination. SLDMWA may terminate or suspend at its convenience all or any portion of this order not shipped as of the date of termination or suspension of the order. In the event of any change or termination, there shall be an equitable price adjustment by SLDMWA. If Contractor maintains that SLDMWA's adjustment is not equitable, the price change shall be negotiated. In the event the parties cannot agree, the final determination shall be made in accordance with the dispute resolution provision of this Agreement. No change or termination shall relieve SLDMWA or Contractor of any of their obligations as to any material shipped prior to Contractor's receipt of the change, termination or suspension order. Any claim for adjustment by Contractor hereunder must be asserted in writing within ten (10) days from the date the change or termination is ordered.

In the event of a termination for default, SLDMWA may, in addition to all other rights and remedies, purchase substitute items or services elsewhere and hold Contractor liable for any and all excess costs incurred, including attorneys' fees and experts' and Contractors' fees actually incurred.

ARTICLE 4. PAYMENT; TAXES

The price herein specified shall, unless otherwise expressly stated within the terms of this Agreement, include all taxes and duties of any kind levied by federal, state, municipal, or other governmental authorities, which either party is required to pay with respect to the production, sale, use or shipment of the materials covered by this Agreement, and all charges for packing, loading, unloading and shipping. Any and all taxes imposed or assessed on Contractor's income by reason of this agreement or its performance, including but not limited to sales or use taxes, shall be paid by Contractor. Contractor shall be responsible for any taxes or penalties assessed by reason of any claims that Contractor is an employee of SLDMWA. If transportation

costs are designated as part of the cost to SLDMWA, only actual transportation costs shall be included. Damage to equipment or goods not packed to insure proper protection shall be charged to Contractor. Contractor's invoice shall set forth the items delivered to the project site, the date of delivery, the unit cost and total costs of the items invoiced.

Invoices received and subsequently approved by SLDMWA shall be paid not more than thirty (30) days after delivery of an approved invoice. Disputed invoices shall be returned to Contractor within ten (10) working days of receipt.

ARTICLE 5. RISK OF LOSS

Notwithstanding the terms of shipment, the risk of loss shall pass to SLDMWA only after delivery to the job site or other place designated in writing by SLDMWA.

ARTICLE 6. DELIVERY

Time is of the essence of this Agreement. If no delivery date is specified on the face of this Agreement, all deliveries of materials shall conform to the date or dates specified in writing from time to time by SLDMWA's representative. Should delivery for any reason fail to be timely, Contractor shall be liable for all damages suffered by SLDMWA as a result of such failure.

ARTICLE 7. INSPECTION

SLDMWA shall have the right to inspect and test the materials at Contractor's plant any time prior to shipment and to conduct additional inspections at any time after arrival at the job site. The making or failure to make any inspection of, or payment for or acceptance of, the materials shall not impair SLDMWA's right to later reject nonconforming materials, or to avail itself of any other remedy to which SLDMWA may be entitled, notwithstanding SLDMWA's knowledge of the nonconformity, its substantiality, or the ease of its discovery. Contractor shall be liable for all inspection, reshipment and return costs on nonconforming materials. Contractor shall not replace returned materials unless so directed by SLDMWA in writing.

ARTICLE 8. WARRANTIES

Contractor warrants to SLDMWA that all of the materials provided under this Agreement shall be free from all defects, shall be of the quality specified, and shall be fit and appropriate for the purpose intended. Contractor further warrants that the materials will be complete in all respects necessary to make the materials fully functional if installed in accordance with the contract documents. All warranties implied by law or usage of trade are incorporated into this Agreement and shall apply to services and materials ordered. Contractor guarantees SLDMWA that the materials rendered shall be free of any and all defects in workmanship and materials which may develop for a minimum period of eighteen (18) months following acceptance of the materials by SLDMWA, and twelve (12) months from the date equipment is installed. Repairs will be warranted for twelve (12) months, or if the repair is performed under this warranty, for the remainder of the original warranty period. The materials are ordered by SLDMWA in reliance on each and all of the warranties and guarantees specified herein. SLDMWA's remedies pursuant to this paragraph are in addition to, and not a limitation on, all other remedies allowed by law. SLDMWA will report any claimed defect in writing to Contractor immediately upon discovery and will make every effort to discover within the warranty period.

Contractor shall, at its sole option, repair the equipment or furnish replacement equipment or parts thereof, at the original delivery point. If Buyer or others repair, replace, or adjust equipment or parts without Contractor prior written approval, Contractor is relieved of any further obligation to Buyer under

this Article with respect to such equipment. No equipment furnished by Contractor shall be deemed to be defective by reason of normal wear and tear, failure to resist erosive or corrosive action of any fluid or gas (unless otherwise specified in Quotations/ Purchase Order Specifications), Buyer's direct or indirect failure (or the failure of its agents or contractors) to properly store, install, operate, or maintain the equipment in accordance with good industry practices or specific recommendations of Contractor, or Buyer's failure to provide complete and accurate information to Contractor concerning the operational application of the equipment.

ARTICLE 9. INFRINGEMENT

Contractor shall pay all royalties and licensing fees arising in connection with the sale or use of materials hereunder. Contractor further undertakes and agrees to defend, at Contractor's expense, all suits, actions or proceedings in which SLDMWA, its successors, assigns, customers or users of its customer's products are made defendants for actual or alleged infringement of any U.S. or foreign letters patent, copyrights or trademarks or any intellectual property rights of any kind resulting from the use or purchase of any materials furnished under this Agreement, and Contractor agrees to pay or discharge any and all judgments or decrees which may be rendered in any such suit, action or proceeding against such defendants therein.

ARTICLE 10. COMPLIANCE

Contractor's performance shall in all ways strictly conform with all applicable laws, regulations, safety orders, labor agreements, prevailing wage requirements and working conditions to which it is subject, including, but not limited to, all state, federal and local non-discrimination in employment provisions, and all local regulations and building codes. Contractor shall execute and deliver all documents as may be required to effect or evidence compliance.

ARTICLE 11. ASSIGNMENTS; SETOFF

Any delegation, subletting or assignment by operation of law or otherwise, of all or any portion of the obligations to be performed by Contractor without the prior written consent of SLDMWA shall be void. In the event of any transfer, hypothecation or assignment by Contractor, without SLDMWA's consent, of the right to receive all or any part of any payments due or to become due hereunder, SLDMWA may, at any time thereafter withhold any or all monies or payments due or to become due hereunder until final payment is due and all conditions precedent to such payment are satisfied. SLDMWA may, at its option, setoff any amounts otherwise due from SLDMWA to Contractor under this Agreement against any delinquent amounts or liabilities which are due to SLDMWA or from Contractor.

ARTICLE 12. LICENSES

Contractors are required by law to be licensed and regulated by the appropriate State and/or City Licensing Board (e.g. Contractors State Licensing Board, City Business License, Franchise Tax Board registrations, etc.). Contractor shall comply with all required licensing laws applicable to its services under this Agreement.

ARTICLE 13. NON-DISCRIMINATION

Contractor shall not discriminate against any employee or potential employee on the basis of prohibited criteria, as defined in Government Code section 12940. Without limiting the foregoing in any way, during the performance of this Agreement, Contractor shall not unlawfully discriminate, harass, or allow harassment against any employee or applicant for employment because of sex, race, color, ancestry, religious creed, national origin, physical disability (including HIV and AIDS), mental disability, medical condition (cancer), age (over 40), marital status, and denial of family care leave. Contractor shall insure

that the evaluation and treatment of its employees and applicants for employment are free from such discrimination and harassment. Contractor shall comply with the provisions of the Fair Employment and Housing Act (Government Code Section 12990 (a-f) et seq.) and the applicable regulations promulgated thereunder (California Code of Regulations, Title 2, Section 7285 et seq.). The applicable regulations of the Fair Employment and Housing Commission implementing Government Code Section 12990 (a-f), set forth in Chapter 5 of Division 4 of Title 2 of the California Code of Regulations, are incorporated into this Agreement by reference and made a part hereof as if set forth in full. Contractor shall give written notice of its obligations under this clause to labor organizations with which they have a collective bargaining or other Agreement. Contractor shall include the nondiscrimination and compliance provisions of this clause in all subcontracts to perform work under the Agreement.

ARTICLE 14. INSURANCE

A. Required Policies: Contractor shall furnish to SLDMWA certificates of insurance and policy endorsements satisfactory to SLDMWA evidencing insurance, with reliable insurance companies approved by the State of California Department of Insurance and with a Bests' rating of no less than (A) Level VII, for the following minimum insurance coverages, which may be increased or expanded by the Agreement:

1. Workers' Compensation insurance and occupational disease insurance, as required by law, with limit of no less than \$1,000,000 per accident for bodily injury or disease;
2. Employer's liability insurance, with minimum limits of \$1,000,000, covering all workplaces involved in the Agreement.
3. Commercial General Liability Insurance in an amount not less than \$1,000,000 per occurrence, \$2,000,000 general aggregate, for bodily injury, property damage, personal injury, advertising liability, blanket contractual liability, Contractor's obligations under this Agreement, products and completed operations, and coverage for independent contractors.
4. Commercial Automobile Insurance for all owned, non-owned and hired vehicles used by Contractor in the performance of its services under this Agreement with a limit of not less than \$1,000,000 combined single limit per occurrence for bodily injury and property damage.

B. Additional Terms:

1. All general liability policies shall name SLDMWA, its elected or appointed officers, officials, agents, authorized volunteers and employees as additional insureds ("Additional Insureds"), include a severability of interest provision, and shall provide that such policy is primary and not contributory with any insurance carried by SLDMWA or its Members.
2. The insurance to be provided by Contractor under this Agreement shall not include any of the following: any claims-made insurance policies; any self-insured retention or deductible amount greater than two hundred fifty thousand dollars (\$250,000) unless approved in writing by SLDMWA; any endorsement limiting coverage available to SLDMWA that is otherwise required by this Article 14; and any policy or endorsement language that (i) negates coverage to SLDMWA for SLDMWA's own negligence; (ii) limits the duty to defend SLDMWA under the

policy; (iii) provides coverage to SLDMWA only if Contractor is negligent, or (iv) permits the recovery of defense costs from any additional insured. The insurance provided under this Agreement shall not contain any restrictions or limitations which are inconsistent with SLDMWA's rights under this Agreement.

3. Contractor shall provide Certificates of Insurance, or other evidence of insurance as requested by SLDMWA, to SLDMWA within ten (10) days after receipt by Contractor of the executed Agreement. The certificates shall provide that there will be no cancellation, suspension, voiding or change of coverage without thirty (30) days' prior written notice to SLDMWA. There shall be no reduction or modification of coverage of insurance required by the Agreement without the written consent of SLDMWA. Contractor shall provide SLDMWA with a new or renewed certificate of insurance upon any changes or modifications to coverage, including any extension or renewal of required insurance coverage; provided that any changes or modifications to coverage shall be consistent with this Agreement.
4. The insurer(s) issuing the required policies shall, by separate endorsement, agree to waive all rights of subrogation against the "Additional Insureds" for losses arising in any manner from the products or work provided or performed by or on behalf of Contractor for SLDMWA, but this provision applies regardless of whether or not SLDMWA has received the waiver of subrogation.

ARTICLE 15. INDEMNITY; NO LIABILITY FOR CONSEQUENTIAL DAMAGES

A. Contractor shall, with respect to all work which is covered by or incidental to the Agreement, defend, indemnify, and hold harmless SLDMWA, its officers, directors, agents, representatives and employees (collectively "SLDMWA"), from and against any and all liens and claims asserted by firms or individuals claiming through Contractor, and claims, liability, loss, damage, civil fines, penalties, costs, or expenses, including reasonable attorneys' fees, expert's fees, awards, fines, or judgments, relating to the death or bodily injury to persons, injury to property, other loss, damage, or expense to the extent that any of the above arise out of, pertain to, or relate to the negligence, recklessness, willful misconduct or breach of this Agreement by Contractor or anyone acting under its direction or control or on its behalf in the course of its performance under this Agreement. Contractor's duty shall include the duty to defend the indemnitees as required by Civil Code section 2778, which duty shall arise from the need for defense and is not contingent upon a finding of liability for indemnification, and Contractor shall employ counsel reasonably acceptable to SLDMWA for this defense obligation. Contractor shall not be obligated under the Agreement to indemnify SLDMWA to the extent that the damage is caused by the active or sole negligence or willful misconduct of SLDMWA or its agents or servants other than Contractor.

B. The acceptance by SLDMWA or its representatives of any certificate of insurance providing for coverage of any kind shall in no event be deemed a waiver of any of the provisions of this Article. None of the foregoing provisions shall deprive SLDMWA of any action, right or remedy otherwise available by law.

C. Neither Contractor nor SLDMWA shall be responsible to the other for any form of consequential damages, including, but not limited to losses of use, sale, profits, financing, business and reputation, and attorney fees thereon. Nothing in these provisions or in this Agreement shall waive, release or compromise any insurance requirements or coverages required in Article 14.

ARTICLE 16. LIMITATION OF LIABILITY

Except as otherwise set forth in Article 10 of this Agreement, in no event will Contractor be liable to SLDMWA for any incidental, indirect, special, consequential or punitive damages or lost profits of SLDMWA. The aggregate total liability of Contractor arising from or related to SLDMWA's engagement of Contractor shall not exceed the recoveries from insurance provided or, if none, an amount equivalent to the fee paid by SLDMWA to Contractor for its services under this Agreement.

ARTICLE 17. DEFAULTS

If Contractor fails to perform any of its obligations hereunder, SLDMWA shall be entitled to all remedies provided by law, and, except as otherwise set forth herein, SLDMWA shall be entitled to recover any and all damages incurred, including without limitation, direct and compensatory damages, attributable to Contractor's breach of this Agreement. If Contractor becomes insolvent or makes an assignment for the benefit of creditors, or files or becomes subject to receivership or reorganization or bankruptcy proceedings, or becomes involved in labor difficulties, which in SLDMWA's opinion threaten Contractor's ability to perform in a timely manner, SLDMWA may, in addition to any other rights or remedies it may have hereunder or at law, terminate the purchase order upon written notice to Contractor; such termination shall be deemed a termination for default. SLDMWA's failure to notify Contractor of a rejection of nonconforming equipment or materials or to specify with particularity any defect in nonconforming materials after rejection or acceptance thereof will not bar SLDMWA from pursuing any remedies for breach which it may otherwise have.

ARTICLE 18. TERMINATION OF AGREEMENT

This Agreement may be terminated by either party upon 30 days' written notice, with or without cause, upon written notification to the other party. Following such termination, SLDMWA shall pay Contractor all unpaid sums due for materials provided under this Agreement and accepted by SLDMWA. No termination of the Agreement shall excuse or otherwise relieve Contractor of its responsibilities under the Agreement, including, without limitation, Contractor's warranty obligations for materials provided and accepted by SLDMWA and Contractor's indemnity obligations.

ARTICLE 19. DISPUTE RESOLUTION

Contractor and SLDMWA shall attempt to resolve conflicts or disputes that arise under this Agreement or that relate in any way to this Agreement or the subject matter of this Agreement in a fair and reasonable manner. The parties agree to attempt to mediate through a professional mediator any conflicts or disputes not otherwise resolved by the parties, with the costs of mediation shared equally by the parties. If the mediation does not settle the conflict or dispute, the parties may agree in writing to binding arbitration, or the matter may proceed in litigation before a court of competent jurisdiction. Neither party shall commence or pursue arbitration or litigation prior to (1) the completion of mediation proceedings, and (2) prior to completion of Contractor's services under this Agreement.

The existence of a dispute between SLDMWA and Contractor, not involving a material default by SLDMWA in performance of a condition precedent to Contractor's performance, shall not relieve Contractor of its obligation to perform under this Agreement.

ARTICLE 20. ADDITIONAL PROVISIONS

A. Successors and Assigns: SLDMWA and Contractor each binds itself, its partners, successors, assigns and legal representatives to the other party hereto and to the partners, successors, assigns and legal representatives of such other party in respect to all covenants, agreements and obligations contained in the Agreement. Contractor shall not assign the Agreement or sublet it in whole or part without the written consent of SLDMWA, nor shall Contractor assign any moneys due or to become due to it hereunder without the prior written consent of SLDMWA.

B. Unenforceability of any Clause: If any clause or provision of the Agreement is held to be unenforceable or invalid, then that provision of the Agreement shall be stricken and all other provisions of this Agreement shall remain in full force and effect and shall not be effected thereby.

C. Waiver of Breach: Failure by one party to notify the other of a breach of any provision of this Agreement shall not constitute a waiver of any continuing breach. Failure by one party to enforce any of its rights under this Agreement shall not constitute a waiver of those rights. The waiver by either Party of a breach or violation of any provision of this Agreement shall not operate as, or be construed to be, a waiver of any subsequent breach of the same or any other provision hereof.

D. Interpretation: The Agreement shall be construed and interpreted in accordance with the laws of the State of California.

E. Headings: The titles of sections of these General Conditions are for convenience only and no presumption or implication of the intent of the parties as to the construction of this Agreement shall be drawn therefrom.