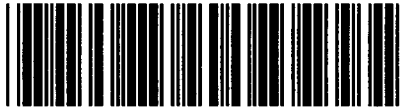


Control Number: 51613



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CONSERVICE[®]

utility management & billing

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51613

EQUIPMENT PURCHASE AND INSTALLATION AGREEMENT

Customer: _____
Contact: _____
Address: _____
City, State, Zip: _____

ACCEPTED FOR CUSTOMER BY:

| | |
|------------------|------------------|
| Signature: _____ | Signature: _____ |
| Name: _____ | Name: _____ |
| Title: _____ | Title: _____ |
| Date: _____ | Date: _____ |

MY SIGNATURE ABOVE INDICATES THAT I HAVE CAREFULLY READ THIS AGREEMENT (the "Agreement"), INCLUDING THE ATTACHMENTS, COMPLETELY UNDERSTAND IT, AND HEREBY AGREE TO ALL OF IT. THIS AGREEMENT CONSISTS OF THE ATTACHED *SERVICE AND PRICING SCHEDULE* AND ANY ADDITIONAL TERMS AND CONDITIONS DESCRIBED ON THE ATTACHED SCHEDULE(S) AND FUTURE ADDENDA ALL OF WHICH ARE INCORPORATED HEREIN BY REFERENCE.

If this Agreement is signed by more than one party for Customer, they shall be jointly and severally liable for all obligations of Customer under this Agreement.

I CERTIFY THAT I AM AUTHORIZED TO EXECUTE THIS AGREEMENT ON BEHALF OF THE CUSTOMER, AND DO HEREBY AGREE TO THE CONTENT OF THIS AGREEMENT AND ITS SCHEDULES IN THEIR ENTIRETY.

ACCEPTED FOR CONSERVICE BY:

Signature: _____
Name: _____
Title: _____
Date: _____

Customer Name: Core Tucson JIB, LLC
 Community Name: Hub Park Ave
 Complete Address: 1055 N Park Ave, Tucson, AZ

Tax ID: _____
 # Units: 6

| Contact Name | Title | Email Address | Phone | Fax |
|-----------------|-------|-----------------------|--------------|-----|
| Brent Pflederer | | brentp@corespaces.com | 630.887.7242 | |
| | | | | |
| | | | | |

Conservice to provide installation: Yes No

Meter Type: _____ Meter Size: _____ Reading System: _____
 Meter Model: _____ Measurement: _____ Capture: full - all Modem #: _____

| QUANTITY | ITEM | UNIT PRICE | TOTAL |
|--|-------------------------------------|------------------|-------------------------|
| 6 | 1 1/2 " water meter and accessories | 927.25 | \$5563.50 |
| | | | |
| Maintenance Plan: <input type="checkbox"/> Gold <input type="checkbox"/> On-Call, ___ per hour | | Sales Tax%: 8.70 | \$341.48 |
| *shipping/handling & applicable permit fees are additional. Any installation services are included as outlined in the scope of work. | | | TOTAL* \$5904.98 |

Additional Information:

Conservice Sales Contact: Kim M

I. DEFINITIONS. "Property" refers to the real property of Customer as listed in the Pricing Schedule. "Equipment" refers to the sub-metering equipment (including any reading system and all related components) as detailed on the Service and Pricing Schedule. Customer refers to the entity listed on the signature page. Conservice refers to Conservice Metering Solutions, Inc., a California Corporation.

A. Payment of Invoices, Fees and Taxes: Customer agrees to pay all fees designated in this Agreement. Customer's obligations to pay all charges that shall have accrued during the term of this Agreement will survive any termination of this Agreement. Late payments by Customer will incur an interest rate penalty of 1.5 percent per month on the unpaid balance, compounded daily, or the maximum allowed by law, whichever is less. Customer shall pay all charges including permit fees and sales tax (Federal, State, and Local) which may be imposed or levied upon the Equipment, installation of the Equipment or the billing services performed pursuant to this Agreement. If Customer terminates this Agreement, or if the equipment or quantities required for this Agreement are changed due to no fault of Conservice, Customer agrees to pay any restocking fees on equipment ordered for this Agreement. Restocking fees may be up to 100% of the equipment cost.

B. Installation: Conservice will perform the work for the fixed-price amount shown on the Pricing Schedule plus any variable costs shown on the addendum(s). Conservice will perform any applicable Equipment installation in accordance with the manufacturer specifications and good plumbing, electrical or other trade practice as applicable. Conservice shall supply sufficient labor, equipment and materials to complete the work in a timely manner.

C. Prices and Quotations: All prices published by Conservice are in U.S. dollars and are subject to change at any time prior to Equipment being installed. Changes or delays caused by Customer may result in Conservice adjusting scheduling or pricing. Product quantities may vary from the Pricing Schedule and Customer shall be billed for actual product quantities shipped and installed. Customer agrees to pay Conservice \$100 if it requires Conservice to name it as an additional insured on Conservice's insurance policy. Customer agrees to pay Conservice \$250 if it requires Conservice to provide a waiver of subrogation from Conservice's insurance policy.

D. Payments. Customer shall make payments for the Equipment as follows:

1. **For Equipment and Installation Sales:** 25% of the total Equipment and installation price shall be invoiced, subject to applicable law, upon execution of this Agreement, and an additional 50% of the total Equipment and installation price shall be invoiced upon Equipment delivery to either Customer or the applicable government testing agency (i.e. department of weights and measures). The remaining 25% shall be invoiced every 30 days thereafter in accordance with percent of total installation work completed, based on the number of installed meters
2. **For Equipment-only Sales:** 25% of the total Equipment price shall be invoiced, subject to applicable law, upon execution of this Agreement, and the remaining 75% of the total equipment price shall be invoiced upon Equipment delivery to either Customer or the applicable government testing agency (i.e. department of weights and measures).

E. Title, Delivery and Acceptance: Title to Equipment shall pass to Customer upon delivery of Equipment. Customer shall provide Conservice with written notice of any discrepancies between the type, quantity and condition of Equipment purchased and the Equipment actually delivered, within five days after delivery of the Equipment to Customer. Lacking such notice, the Equipment shall be deemed accepted by Customer. Risk of loss for the Equipment shall pass to Customer upon delivery of the Equipment to Customer or Customer-designated location by shipping carrier. Customer shall notify Conservice in writing of any deficiencies in installation before billing services commence or upon the due date of final invoice. Lacking such notice, installation shall be deemed accepted.

F. Construction Contingencies: In the event that Customer's obligations are not met with regard to the specified scope of work (i.e. incorrect meter installation or electrical wiring or other construction-related delays) or Conservice is unable to perform installation services due to the fault of Customer (i.e., units cannot be accessed, etc.), Customer shall reimburse Conservice for all reasonable accrued travel expenses and eight hours' labor per event.

G. Warranty for Equipment: Conservice does not warrant Equipment. All Equipment warranties, if any, are provided solely by the manufacturers. Conservice warrants only that it will perform its installation services, if any, in a good and workmanlike manner. If the Equipment malfunctions directly as a result of the installation services performed by Conservice within three hundred and sixty five (365) days after the installation of the Equipment by Conservice, upon receipt of written notice from Customer, Conservice will perform diagnostic testing to determine the cause of the malfunction and re-perform the installation of any Equipment it determines is malfunctioning due to Conservice's installation. **RE-PERFORMANCE OF THE INSTALLATION IS CUSTOMER'S SOLE AND EXCLUSIVE REMEDY FOR MALFUNCTION OF THE EQUIPMENT RELATED TO THE INSTALLATION. IF METERS ARE INSTALLED DURING THE CONSTRUCTION PHASE OF THE PROPERTY, METERS THAT MALFUNCTION DUE TO CONSTRUCTION DEBRIS ARE NOT COVERED UNDER ANY WARRANTY. EXCEPT WITH RESPECT TO THE LIMITED WARRANTY SET FORTH ABOVE, CONSERVICE MAKES NO WARRANTIES, EITHER EXPRESS OR IMPLIED, INCLUDING WITHOUT LIMITATION ALL WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, NON-INFRINGEMENT OF THIRD PARTY PROPRIETARY RIGHTS, AND THAT THE EQUIPMENT WILL OPERATE UNINTERRUPTED OR ERROR-FREE.**

H. Conservice will provide the maintenance service selected on the Pricing Schedule, as described below. Customer agrees that Conservice may change Customer's maintenance selection to "On-Call" maintenance at any time by giving Customer sixty (60) days written notice.

I. Gold: Customer elects Conservice to make repairs to the Equipment. Upon Conservice learning of a system deficiency either by its own means or by being notified in writing by Customer, Conservice shall diagnose the problem, order any necessary replacement parts and make the necessary repair(s) on a quarterly basis at its own expense, including the cost of parts. In the event any necessary replacement part(s) are on backorder or temporarily unavailable, Conservice reserves the right to delay the repair until the quarter after all necessary replacement parts have been received by Conservice or Customer, as may be the case. Excluded from the Gold Maintenance Plan are the repair of Equipment damage caused by persons or natural events, damage to Equipment caused by poor water quality (i.e. build-up, debris, etc.), maintenance to telephone lines, any issues/defects that existed at the time Conservice began providing billing services (i.e., un-plugged, disconnected, malfunctioning, meter mapping etc.), Remote Readers/Pads, any Equipment with irreplaceable batteries that have failed, obsolete Equipment, and any Equipment that at Conservice's discretion is not considered an industry standard or for which repairs are substantially higher in cost than similar repairs for a standard system. Customer is responsible for notifying Conservice of any cancellations at least 72 hours before the scheduled service date. Cancellations with less than 72 hours' notice will incur a cost of \$450 per scheduled day of service.

II. On-Call: Customer elects to maintain any Equipment itself, and Conservice may be available to perform repairs on an on-call basis. Upon Customer learning of an Equipment deficiency either by its own means or upon notification from Conservice, Customer shall within fifteen (15) days 1) order any necessary replacement parts and arrange to make the repair(s) itself or 2)

request Conservice to make the repair(s). Upon request, Conservice will provide Customer with free repair estimates based on symptoms described over the phone as a courtesy. Conservice may provide technical support over the phone to Customer or a third party at one-half Conservice's hourly labor rate. Repairs made by Customer or a third party shall be completed either within thirty (30) days of Customer learning of the respective Equipment deficiency or within five days of receiving any necessary replacement parts, whichever is later. Should Customer fail to cause the repair(s) to be made in the allotted time, Customer agrees that Conservice, at its option, reserves the right to either (1) make the repairs and invoice Customer at Conservice's current standard per hour rate, at a minimum of one hour, plus materials, travel time and travel costs or (2) terminate this Agreement by giving Customer fifteen (15) days written notice.

I. When scheduling a maintenance visit of any kind, Conservice will give Customer at least 48 hours' notice and make reasonable efforts (whenever possible) to accommodate special requests made by Property Contact. It is Customer's sole responsibility to adhere to all applicable local and/or state laws/ordinances regarding entry into and/or interruption of utility services to Occupant units. Conservice strongly recommends the property contact assign a Property employee to escort Conservice personnel while on the Property's premises in order to minimize liability. However, if Customer chooses not to or is unable to have a Property employee escort Conservice personnel while on the Property's premises, Customer hereby releases Conservice from liability in any and all claims arising from Conservice's presence on the Property's premises, including Occupant units. If Conservice is unable to perform all of its scheduled maintenance or installation due to an inability to access any applicable part of the Property for any reason whatsoever, Customer agrees to reimburse Conservice for its time, including travel time, at Conservice's current standard per hour rate, plus reasonable travel costs. Customer shall promptly pay Conservice for any and all charges upon receipt of an invoice in accordance with this Agreement.

J. **Liability:** FOR ANY AND ALL SERVICES PERFORMED PURSUANT TO THIS AGREEMENT IN NO EVENT WILL CONSERVICE BE LIABLE FOR CONSEQUENTIAL, INCIDENTAL, SPECIAL OR INDIRECT DAMAGES, OR ANY KIND OR TYPE OF LOST BUSINESS, ACTUAL OR PERCEIVED LOST PROFITS, LOST DATA OR INFORMATION, ACTUAL OR PERCEIVED LOST REVENUES, OR ANY LOST SAVINGS, REGARDLESS OF ANY FAULT, AND REGARDLESS AS TO WHETHER CONSERVICE HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES AND WHETHER OR NOT SUCH DAMAGES WERE FORESEEABLE.

K. **Indemnity:** Subject to section J above, Customer and Conservice agree to indemnify, defend, and hold harmless each other and the other's directors, officers, employees and agents from and against all claims, losses and liabilities arising out of or resulting from the grossly negligent acts or willful misconduct of the indemnifying party's employees or agents and/or any acts performed by the other under the direction of the indemnifying party, its employees or agents.

L. **Assignment and Succession:** Either party may assign this Agreement. If this Agreement is assigned by Customer, Customer shall immediately provide Conservice written notice thereof, along with the name of the new owner, date of sale and any other information the Customer deems relevant. If Customer sells/transfers the Property and the transferee does not assume this Agreement at the time of the closing of the transfer, all outstanding amounts owed Conservice by Customer shall become immediately due and payable.

M. **Governing Law and Arbitration:** The formation, interpretation and performance of this Agreement shall be governed by and construed according to the laws of the state in which the Property is located. **Any controversy, claim or breach arising out of or relating to this Agreement shall be settled by binding arbitration, held in the state where the Property is located and administered by the American Arbitration Association under its Commercial Arbitration Rules. Judgment upon the award rendered by the arbitrator(s) may be entered in any court having jurisdiction.**

N. **Waivers, Notices and Payment Performance:** No term or provision of this Agreement will be considered waived by either party, and no breach excused by either party, unless such waiver or excuse of breach is, in writing, signed on behalf of the party against whom the waiver is asserted. No such waiver or excuse of breach of any provision of this Agreement by either party shall be deemed to be an ongoing waiver or excuse of subsequent breaches of any provision of this Agreement by the other party. No delay or omission in the exercise of any remedy shall impair or affect a party's right to exercise the same. All notices to the other party must be in writing and may be faxed, delivered personally, or sent by certified or registered mail, return receipt requested, or by a recognized overnight courier service. All notices shall be sent using the address designated in writing in this Agreement or subsequent addendum(s). Any notice shall be deemed given when delivered. Conservice may, at any time, decline to make any shipment or delivery or perform any work except upon receipt of payment or security satisfactory to Conservice. In the event that Customer fails to make any payment when due, or becomes insolvent, Conservice may either declare the entire sum remaining unpaid to be immediately due and payable and avail itself of any remedy in effect now or at the time of default under this Agreement, the Uniform Commercial Code or any other statute, including reasonable attorneys' fees.

O. **Force Majeure:** Conservice shall not be liable to Customer for any failure or delay caused by events beyond Conservice's control, including, without limitation, Customer's failure to furnish necessary information requested by Conservice; actions or inactions of Occupants (including non-payment of any amount due under this Agreement); actions or inactions of any government agency;

sabotage; failure or delays in transportation or telecommunications; disputes; vendor failures; or shortages of labor, fuel or raw materials. In the event of any such delay or failure of performance, the date of delivery or performance shall, at the request of Conserve, be deferred for a period equal to the time lost by reason of the delay. In no event shall Conserve be liable for any delay or re-procurement costs for failure to meet any delivery or performance date.

P. Government Requirements: Customer shall be solely responsible for performing all government and/or utility company mandated tests and filings, such as safe drinking water or other testing, any and all state or local filings, and for ensuring that the services performed pursuant to this Agreement comply with all applicable regulations, including, but not limited to landlord tenant laws.

Q. Amendments, Severability, Entire Agreement, Construction, Miscellaneous: No amendment or modification of this Agreement shall be valid or effective unless put into writing and signed by Conserve and Customer. If any portion of this Agreement is invalid, illegal or unenforceable the other portions shall not be affected in any way and this Agreement shall be interpreted to enforce such provision consistent with the intentions of the parties to the maximum extent permitted by applicable law. This Agreement and all currently attached and future exhibits, addendum(s), and schedules, which collectively are called the Agreement, shall constitute the entire Agreement. All prior negotiations, proposals, bids, orders and any other communications are superseded by this Agreement and there are no other understandings, Agreements, or express or implied representations. Where this Agreement differs from any included Customer purchase order, this Agreement prevails. The parties agree that this Agreement was fully negotiated by the parties and, therefore, no part of this Agreement shall be interpreted against the party that drafted it. All paragraph captions are for reference only, and shall not be considered in construing this Agreement.

SCOPE OF WORK FOR INSTALLATION OF FULL CAPTURE WATER SUBMETER SYSTEM IN EXISTING CONSTRUCTION

| <i>All proposals expire after 30 days.</i> | | | | |
|--|--|-------------|--------|------------------------------------|
| EQUIPMENT PROVIDED: | | | | |
| # | QTY | TYPE | P/N | DESCRIPTION |
| 1 | 6 | Water Meter | 180603 | 1 5" Master meter cold water meter |
| 2 | 6 | Electronics | 120402 | RF-Transceiver-Next Century |
| 3 | 12 | Misc | 160025 | 1.5" Brass Coupling set |
| 4 | 1 | Electronics | 120401 | RF Repeater- Next Century |
| 5 | 1 | Electronics | 120405 | RF Gateway - Next Century |
| INSTALLATION OF EQUIPMENT REFERENCED ABOVE: | | | | |
| 1 | Install and program one Next Century Gateway with Receiver on the project. | | | |
| 2 | Label, program, and install enough repeaters to obtain 100% coverage on the project. | | | |
| 3 | Label, and program all transceivers according to provided apartment unit address system. | | | |
| 4 | Perform unit/building/property system check to ensure integrity of system with asset management | | | |
| EQUIPMENT AND SERVICE PROVIDED BY OTHERS: | | | | |
| 1 | The project plumbing contractor will install all meter couplings and meters into each unit's particular water supply lines. The plumber is responsible to flush supply line prior to installation of the water meter to ensure that there is no debris in supply line. Water lines must be pressured up at the time of water meter installation to allow for proper Quality Control. In the event water is not available at the time of meter installation and Conserve is instructed to install water meters, Conserve disclaims any and all liability, and shall be held harmless, from any resulting damages. | | | |
| 2 | The property/project electrical contractor will install not less than one 110 volt ac electric duplex outlet in each building for every 25 living units. The location of each outlet will be mapped and agreed to by the project electrician and onsite Conserve representative. All electrical outlets are to be non-GFI circuits. | | | |

| | |
|---|---|
| 3 | Property will provide/install one dedicated Ethernet port with internet available, and one 110 volt AC duplex outlet in the clubhouse, or other suitable location for the data collector. In the event that connectivity is not available at the time of first meter install, cellular service will automatically be activated and client will be invoiced \$35 per month for cellular fees |
| 4 | The property (via its plumber or other contractor) is solely responsible to investigate the need, or lack thereof, for local permits and/or registrations, and to notify Conservice thereof. In the event that such are needed, the property shall be solely responsible for obtaining them, as well as all associated costs. If required, these costs are in addition to the contracted amount |
| 5 | All local sub metering codes and laws are the responsibility of the plumber and/or contractor |