

Master Purchase Agreement

Licensor	Licensee
Eaton Corporation 3033 Campus Drive – Ste 350N Minneapolis, MN 55441	The City of San Marcos 630 East Hopkins San Marcos, Texas 78666

This MASTER PURCHASE AGREEMENT (this “Agreement”) is dated based on the date of the later of the two signatures provided, and is between Eaton Corporation (“Eaton”) and the City of San Marcos, TX (“Purchaser”). Each of the foregoing may be referred to in this Agreement, individually, as a “Party”, and collectively, as the “Parties”.

Recitals

Purchaser desires to implement an Advanced Metering Infrastructure (“AMI”) system that provides the ability to remotely interrogate electric and water meters as well as the option, if selected by Purchaser, to monitor and control portions of the distribution system.

Eaton and/or an affiliated entity of Eaton (each, an “Affiliate”) will provide products and software to Purchaser for implementation of an AMI system.

Purchaser will install the AMI system within its distribution system.

Eaton and/or an Affiliate will provide training, consulting, and project management services, as agreed between the Parties, to assist Purchaser in implementing and using the AMI system.

The Parties therefore agree as follows:

1. Term

The initial term of this Agreement commences on the date hereof and ends two years thereafter (the “Initial Term”). After the Initial Term, this Agreement may, upon mutual agreement of the Parties, be renewed on the same terms and conditions for up to four (4) additional terms of one (1) year each (each, a “Renewal Term”). Such renewal shall be made in writing .

2. Releases

The parties acknowledge that Eaton and/or an Affiliate may perform a particular scope of work or portion thereof, and for all purposes of this Agreement, performance of such work by an Affiliate shall be deemed performance by Eaton, and such Affiliate shall be referred to in this Agreement for all purposes as “Eaton”. The scope of work to be performed by Eaton and products to be supplied by Eaton will be defined in individual releases issued pursuant to the terms of this Agreement (“Releases”), the form of which is attached as Exhibit A. Each Party must agree to a Release. All software provided under this Agreement will be designated in a Release but will be subject to its standard license agreement.

3. Order of Precedence

The provisions contained in this Agreement comprise the full, complete and final contract between Eaton and Purchaser with respect to the products, services and software sold pursuant to this Agreement. Any prior oral or written representations shall be of no force and effect. Any additional terms set forth on any other document or form of Eaton or Purchaser or shall be considered to be material alterations of this Agreement and are expressly rejected. None of the terms or conditions contained herein may be added to, modified, superseded or otherwise altered, except in writing and signed by duly authorized representatives of both Parties. If there are conflicts

among the terms of this Agreement and other documents referenced in this Agreement, the following order of precedence will apply:

- a. The terms and conditions contained in this Agreement.
- b. For software, the terms of the applicable software license agreement.
- c. The terms and conditions contained in any Release issued pursuant to this Agreement.

4. Changes in Specifications

Specification changes requested by Purchaser are subject to written acceptance by Eaton, to price revisions and to any adjustments necessary to cover material procured and processed and labor expended prior to receipt by Eaton of revised specifications.

5. Delivery

Delivery of products will be made EXW (Incoterms 2000) Eaton's facility, with transportation arranged by Eaton on behalf of Purchaser. Such costs will be prepaid by Eaton and added to invoices at a standard rate of 2% of line item purchase price for shipment in the contiguous 48 states and at appropriate quoted rates elsewhere. If Purchaser requests transportation in a manner different from that arranged by Eaton, Eaton will invoice Purchaser for such costs. Purchaser may request shipment freight collect.

6. Returns

Material returned for credit or replacement may be accepted by Eaton only if a written return authorization and related instructions have previously been obtained by Purchaser from Eaton's manufacturing location, which may be issued at Eaton's sole discretion. Only standard products of current design, regularly carried in Eaton's stock, and in saleable condition may be accepted for credit. Applicable restocking fees apply to return for credit transactions not to exceed 25% of original invoiced price.

7. Cancellation

Orders may be canceled on the condition that Purchaser shall be liable to and pay Eaton for reasonable cancellation charges which shall include, among other things, charges for completed work allocated to Purchaser's order at the time of termination of work, the unit selling price and all costs, direct and indirect, for work in process, as well as costs resulting from the cancellation, and a reasonable profit.

8. Title

Title to and right to possession of (but not risk of loss or damage to) any goods sold hereunder remains with Eaton until all payments are made in full by Purchaser, and Purchaser agrees to do all acts necessary to protect such right and title.

Eaton will retain all intellectual property rights to its software and hardware, and any modifications thereto.

9. Payment

Purchaser will make payments net thirty (30) days from date of invoice in U.S. Dollars. All payments will be made in accordance with the Texas Prompt Payment Act, Chapter 2251, Texas Government Code.

If Purchaser is in default for any payments to Eaton under any order, Eaton may withhold shipment of such order or any other outstanding order. If, in the reasonable judgment of Eaton, Purchaser's financial condition at any time poses an unacceptable credit risk, Eaton may require full or partial payment in advance or cancel any outstanding orders and receive reimbursement for Eaton's reasonable cancellation charges. In the event of bankruptcy or insolvency of Purchaser, or if any such proceeding is brought by Purchaser under any bankruptcy or insolvency laws, Eaton may cancel any outstanding orders at any time during the period allowed for filing

claims, and Eaton will receive reimbursement for its reasonable cancellation charges. The rights of Eaton hereunder are cumulative and in addition to all rights available to Eaton at law or in equity.

10. Pricing

Pricing shall be fixed through December 31, of 2019. All prices will increase by 4% (four percent) annually thereafter through August of 2021, at which point the validity of all pricing will expire. All quoted prices will be valid for purchase on Eaton's current generation of products as quoted, as well as all commercially available products of the previous generation that are still in manufacture.

11. Taxes

Purchaser, a Texas Municipality, is exempt from Texas Sales & Use Tax on goods and services in accordance with Section 151.309, Texas Tax Code, and Title 34 Texas Administrative Code ("TAC") Section 3.322.

12. Limited Warranty

Eaton warrants to Purchaser that the products provided under this Agreement will be free from defects in material and workmanship when used in accordance with Eaton's operating instructions. Eaton will, if given prompt notice by Purchaser, correct, by repair or replacement at Eaton's option, any defect that appears under proper and normal use of the purchased products within one (1) year after installation of the products, but not exceeding eighteen (18) months from date of shipment. The furnishing of warranty repairs or replacement will not extend the original warranty period. Eaton will not be liable for the following costs relating to the products to be repaired or replaced: (a) removal; (b) reinstallation; (c) transportation to Eaton's facilities; or (d) any other cost incidental to the foregoing. However, Eaton will pay for transportation of repaired or replaced products from Eaton's facilities to Purchaser's facilities.

Eaton warrants to Purchaser that the services provided under this Agreement will be free from material errors and from defects in workmanship, for a period of one year after the provision of the service at issue. Eaton, if given prompt notice by Purchaser, will, at its option, re-perform the services at issue or refund the purchase price of the services at issue.

The options under this limited warranty are Purchaser's sole and exclusive remedy for failure of the products or services provided under this Agreement to be as warranted.

EXCEPT FOR THE EXPRESS WARRANTY SET FORTH ABOVE, EATON MAKES NO OTHER REPRESENTATIONS OR WARRANTIES, EXPRESS OR IMPLIED, STATUTORY OR OTHERWISE, REGARDING THE PRODUCTS OR SERVICES, THEIR FITNESS FOR ANY PARTICULAR PURPOSE, THEIR MERCHANTABILITY, THEIR QUALITY, THEIR NONINFRINGEMENT, OR OTHERWISE. EATON'S LIABILITY UNDER THIS WARRANTY SHALL BE LIMITED TO A REFUND OF THE PURCHASE PRICE OF THE PRODUCTS OR SERVICES AT ISSUE. IN NO EVENT SHALL SELLER BE LIABLE FOR THE COST OF PROCUREMENT OR INSTALLATION OF SUBSTITUTE GOODS OR FOR ANY SPECIAL DAMAGES, CONSEQUENTIAL DAMAGES, INDIRECT DAMAGES, INCIDENTAL DAMAGES, STATUTORY DAMAGES, EXEMPLARY DAMAGES, LOSS OF PROFITS, LOSS OF REVENUE, OR LOSS OF USE.

13. [Reserved.]

14. Tests

The conditions of any test of the products or services will be agreed in writing, and Eaton will be notified of, and may be represented at any such tests.

15. Protection Against Infringement

In the event any products are designed by Eaton, and the products have not been modified by Purchaser or used in combination with other products, Eaton agrees to defend, indemnify, and hold Purchaser harmless against any damages awarded by a court of final jurisdiction in any suit for the infringement of any United States patent by reason of the sale or use of such products, provided that Eaton is notified promptly in writing of any claim or suit and is permitted to assume the full control of the defense against any such claim and Purchaser provides reasonable assistance for such defense; provided, however, that Eaton shall have no indemnity or other obligation for damages arising from or related to Purchaser's negligence or willful misconduct. In case any judgment rendered in such suit becomes final (beyond right of appeal), and where Purchaser has complied with the foregoing provisions to Eaton's satisfaction, Eaton agrees to pay damages awarded against Purchaser. Subject to the above limitations, if Eaton agrees to a settlement or is otherwise enjoined from manufacture, use or sale of products (or any parts thereof), in a suit in which the products are held to infringe (beyond right of appeal), then Eaton may, at its own expense, either: (a) procure for Purchaser rights to the patent; or (b) modify or replace the products with non-infringing products accomplishing the same purposes; or (c) withdraw the products and refund to Purchaser the purchase price of the products. Purchaser's remedies for damages resulting from the infringement or claimed infringement of any patent by the products are exclusively limited to the provisions of this paragraph.

16. Limitation of Liability

NOTWITHSTANDING ANY OTHER PROVISION OF THIS AGREEMENT, IN NO EVENT WILL EITHER PARTY BE LIABLE TO THE OTHER FOR ANY SPECIAL DAMAGES, CONSEQUENTIAL DAMAGES, INDIRECT DAMAGES, INCIDENTAL DAMAGES, STATUTORY DAMAGES, EXEMPLARY DAMAGES, LOSS OF PROFITS, LOSS OF REVENUE, LOSS OF DATA, OR LOSS OF USE, EVEN IF INFORMED OF THE POSSIBILITY OF SUCH DAMAGES. EITHER PARTY'S LIABILITY FOR DAMAGES SHALL IN NO CASE EXCEED THE PURCHASE PRICE OF THE PRODUCT, SERVICE, OR SOFTWARE FROM WHICH THE CLAIM AROSE. TO THE EXTENT PERMITTED BY APPLICABLE LAW, THESE LIMITATIONS AND EXCLUSIONS WILL APPLY REGARDLESS OF WHETHER A PARTY'S LIABILITY ARISES FROM BREACH OF CONTRACT, BREACH OF WARRANTY, TORT (INCLUDING BUT NOT LIMITED TO NEGLIGENCE), STRICT LIABILITY, BY OPERATION OF LAW, OR OTHERWISE.

17. Assignment

It is agreed that neither Party shall delegate the performance of any obligation hereunder or assign any rights arising under this Agreement to any third Party without written consent of the other Party.

18. Safety and Compliance with Codes and Other Laws

Both Parties shall at all times be responsible for complying with all applicable federal and state laws, ordinances, regulations, and codes, including those relating to the safety of all persons and property. This shall include obtaining all required licenses and permits.

As a condition of purchase, Purchaser shall comply with all applicable export control laws and regulations of the United States, the European Union and any other country having proper jurisdiction and shall obtain all necessary export licenses in connection with any subsequent export, re-export, transfer and use of all products, services and technology delivered under these terms and conditions. Purchaser shall provide all information requested by Eaton relating to Eaton's voluntary or mandatory compliance with any law or regulation.

Purchaser represents and warrants that it has not and will not in the future do any of the following: (1) offer, promise, or give financial or any other advantage, directly or indirectly, to any Party directly or indirectly interested in this transaction, intending to improperly obtain or retain a business advantage; or (2) request, agree to receive, or accept financial or other advantage, directly or indirectly, in return for acting or failing to act in an honest, proper, and transparent manner or as a reward for improper act or omission.

19. Insurance

Eaton shall furnish to Purchaser a certificate of insurance showing minimum coverage of general and product liability insurance with combined single limits of five million dollars (US\$5,000,000) per occurrence, which may include a combination of primary and excess liability insurance. The certificate of insurance shall list the insurance company, amount of coverage, policy numbers, expiration date, and include a 30-day-notice-of-cancellation-to-Purchaser clause.

20. Proprietary and Confidential Information

Each Party ("Receiving Party") acknowledges that the other Party ("Disclosing Party") has "Proprietary Information", including but not limited to, business information, technical information not in the public domain, including trade secrets which the Receiving Party will receive, learn, view, and/or access. The term "Proprietary Information", hereunder includes: (i) written materials delivered to the Receiving Party marked as confidential or similar legend of confidentiality, (ii) visual information indicated as confidential by means of written notices or signs, (iii) oral information that is indicated orally to be confidential and subsequently summarized and designated as confidential in a written memo sent to the Receiving Party within thirty (30) days and (iv) disclosed in the form of tangible products or materials transmitted to the Receiving Party with an accompanying written memorandum. It is the responsibility of each Party to identify its own information which it deems to be "Proprietary Information". All Proprietary Information disclosed after the execution of this agreement shall be received by the Receiving Party under the terms of this Agreement.

Disposal of Proprietary Information. A Receiving Party shall return or properly dispose of all Proprietary Information (including tangible products or materials) received from the Disclosing Party upon request of the Disclosing Party except that the Receiving Party may retain in the office of its legal counsel one copy of written Proprietary Information and written documentation of verbal or visual Proprietary Information, for record purposes only.

Obligations of a Receiving Party. A Receiving Party shall protect the disclosed Proprietary Information by using the same degree of care, but no less than a reasonable degree of care, to prevent the unauthorized use or disclosure of the Information, as the Receiving Party uses to protect its own Proprietary Information of like nature. Proprietary Information will be restricted to those employees, agents, or contractors of each Party having a need-to-know. In the event that the Receiving Party is required by judicial or administrative order to disclose Proprietary Information, the Receiving Party shall, unless otherwise prohibited by law, promptly notify the Disclosing Party prior to disclosing any Proprietary Information so that the Disclosing Party may have a reasonable opportunity to seek protective measures. If, in the opinion of its legal counsel, the Receiving Party must disclose Proprietary Information to comply with any order contemplated by this section, Recipient shall only disclose such portion of Proprietary Information necessary to satisfy such order.

Period of Confidentiality. The obligations of confidentiality set forth above shall remain in effect for a period of three (3) years after the termination of this Agreement.

Exceptions to Proprietary Information. This Agreement imposes no obligation upon a Receiving Party with respect to information that: (i) was in the Receiving Party's possession before receipt from the Disclosing Party; (ii) is or becomes available to the public through no fault of the Receiving Party; (iii) is received in good faith by the Receiving Party from a third-party and is not subject to an obligation of confidentiality owed to the third-party; (iv) is independently developed by the Receiving Party without reference to information received hereunder; or (v) is disclosed by Disclosing Party to a third-party without a duty of confidentiality on the third-party. Parties acknowledge and agree that Purchaser is a public entity and bound to the obligations set forth in Chapter 552 of the Texas Government Code, Public Information, and that Purchaser's obligations under Chapter 552 will not be considered a breach under this Section 20.

21. Waiver

The waiver by either Party of any provision hereof will not constitute: (a) a waiver of any other provision hereof; or (b) a waiver of a subsequent breach of the same provision.

22. Governing Law, Dispute Resolution

The formation, validity, interpretation and implementation of this Agreement, as well as any dispute, claim or controversy arising out of or relating in any way to this Agreement, shall be governed exclusively by the laws and regulations of the State of Texas.

23. Force Majeure

Neither the Purchaser nor Eaton shall be considered in default in the performance of its obligations under this Agreement to the extent that the performance of its obligations is prevented or delayed by any cause beyond its or its suppliers' control, including without limitation: acts of God; acts or omissions of governmental authorities; acts of public enemy; wars; blockades; riots; civil disturbances; floods; hurricanes; tornadoes; unanticipated lack of materials; strikes and any other similar events, acts, or conditions.

24. Severability

Any provision or part of this Agreement held to be void or unenforceable under any law or regulation shall be deemed stricken, and all remaining provisions shall continue to be valid and binding upon the Purchaser and Eaton, who agree that this Agreement shall be reformed to replace such stricken provision or part thereof with a valid and enforceable provision that comes as close as possible to expressing the intention of the stricken provision.

25. Notice

Any notice required by this Agreement or given in connection with it shall be in writing and shall be given to the appropriate Party by personal delivery, certified mail or other recognized delivery service that confirms delivery.

Notice to the Purchaser shall be sent to:

Name: Office of the City Manager
Organization: City of San Marcos Texas
Address: 630 East Hopkins
City/State/Zip: San Marcos, Texas 78666

Notice to Eaton shall be sent to:

Controller
Eaton Corporation
3033 Campus Drive, Suite 350N
Minneapolis, MN 55441

with a copy to:

Law Department
Eaton
1000 Eaton Blvd., Mail Code 4N
Cleveland OH 44122

26. Additional Provisions

- a. Funding. If City funds are utilized to fund any part of this Agreement, the Eaton understands that those City funds for the payment for work performed by the Eaton under this Agreement have been provided through Purchaser's budget approved by City Council for the current fiscal year only. State statutes prohibit the obligation and expenditure of public funds beyond the fiscal year for which a budget has been approved. Purchaser cannot guarantee the availability of funds, and enters into this Agreement only to the extent such funds are made available. Once available funds for any

fiscal year have been dissolved, it shall be the responsibility of the City to inform Eaton and prevent additional services from being performed when funds are not available to compensate Eaton for such services. The fiscal year for Purchaser extends from October 1st of each calendar year to September 30th of the following calendar year.

- b. Termination for Convenience. Purchaser may terminate the Agreement at any time upon 30-calendar days notice in writing to Eaton. Upon receipt of such notice, Eaton shall, unless the notice directs otherwise, discontinue all services in connection with the performance of the Agreement. As soon as practicable after the receipt of notice of termination, Eaton shall submit a statement to the appropriate department(s) showing in detail the services performed or items delivered under the Agreement to date of termination. Purchaser agrees to compensate the Eaton for that portion of the prescribed charges for which the services were actually performed or items delivered under the Agreement Order and not previously paid.
- c. Prohibition on Contracts with Companies Boycotting Israel. Pursuant to Chapter 2270 and 808, Texas Government Code, Eaton certifies that is not ineligible to receive the award of or payments under the Agreement and acknowledges that the Agreement may be terminated and payment may be withheld if this certification is inaccurate. Failure to meet or maintain the requirements under this provision will be considered a material breach.
- d. 2252 Compliance. Section 2252 of the Texas Government Code restricts Purchaser from contracting with companies that do business with Iran, Sudan, or a foreign terrorist organization. Contractor hereby certifies that is not ineligible to receive the award of or payments under this Agreement. Failure to meet or maintain the requirements under this provision will be considered a material breach.

27. Counterparts

This Agreement may be executed in multiple counterparts, each of which shall be deemed an original, and all of which, together, shall be one and the same instrument. Facsimile or .pdf transmission of any signed, original document will be the same as delivery of an original document.

28. Attachments

The following attachments are hereby made a part of this Agreement.

- 27.1 Addendum A. Hosted Services Agreement
- 27.2 Addendum B. Pricing

The parties are signing this agreement on the date stated in the introductory clause.

Eaton Corporation

Signed: _____
Name: _____
Title: _____

Addendum A. Hosted Services Agreement


City of San Marcos

Signed: _____
Name: _____
Title: _____

The following agreement is included by reference:

Version 7.32SM of the Eaton Hosted Services Agreement dated April 2018.

Addendum B. Pricing

		 Powering Business Worldwide®		
City of San Marcos - (San Marcos, TX)		Quoted By: Steve Cowart, Megan Freeman, Ken Polarek		
RF AMI Pricing		Quote Date: August 14, 2018		
	Units	Units of Measure	Unit Price	Total Price
AMI Network Infrastructure				
RF Network Infrastructure*				
Gateway 800 with Ethernet Port	46	each	\$2,040.00	\$93,840
Gateway - External 6 dBi Antenna Kit (50' coax cable)	46	each	\$399.00	\$18,354
Gateway 800 Option - Mounting Cabinet with UPS	46	each	\$3,366.00	\$154,836
Relay 851 - Internal Antenna, Pole Mounting Kit, 120-277 VAC	1,020	each	\$171.00	\$174,420
* NOTE: Detailed propagation study to be completed to finalize network design.				
Total RF Network Infrastructure				\$441,450
Miscellaneous Network Tools				
RF Tools and Equipment				
Network Scout (standard RF Mesh field tool kit)	5	each	\$3,899.00	\$19,495
Total RF Tools and Equipment				\$19,495
Network Devices				
<i>Misc Other Nodes (Communication Modules Only)</i>				
RF Water Nodes				
Water Node with Itron Connector	12,500	each	\$108.00	\$1,350,000
Water Node Option - Lid Lock Kit for Water Pit Installation	12,500	each	\$6.00	\$75,000
Total Water Nodes				\$1,425,000
Residential Electric Meters				
<i>Landis+Gyr FOCUS AX-SD</i>				
RFN-520FAXD L+G FOCUS AX-SD - Residential Meter with Integrated RF Node				
RFN-520FAXD L+G FOCUS AX-SD - FM2S CL200 240V with Integrated RF Node	24,665	each	\$198.00	\$4,883,670
Residential Electric Meter Upgrades				
L+G Meter Upgrade: Battery (FOCUS AX, AX-SD, AX-WR)	24665	each	\$7.00	\$172,655
Total Residential Electric Meters				\$5,056,325
Commercial & Industrial Electric Meters				
<i>Elster A3 ALPHA</i>				
RFN-430A3 Elster A3 ALPHA - C&I Meter with Integrated RF Node				
RFN-430A3 Elster A3 ALPHA (TOU Enabled) - FM2S CL200 120-480V with Integrated RF Node	0	each	\$394.00	\$0
RFN-430A3 Elster A3 ALPHA (TOU Enabled) - FM2S CL320 120-480V with Integrated RF Node	0	each	\$402.00	\$0
RFN-430A3 Elster A3 ALPHA (TOU Enabled) - FM3S CL20 120-480V with Integrated RF Node	0	each	\$483.00	\$0
RFN-430A3 Elster A3 ALPHA (TOU Enabled) - FM4S CL20 120-480V with Integrated RF Node	0	each	\$491.00	\$0
RFN-430A3 Elster A3 ALPHA (TOU Enabled) - FM5/35S CL20 120-480V with Integrated RF Node	0	each	\$394.00	\$0
RFN-430A3 Elster A3 ALPHA (TOU Enabled) - FM6/36S CL20 120-480V with Integrated RF Node	0	each	\$394.00	\$0
RFN-430A3 Elster A3 ALPHA (TOU Enabled) - FM8/9S CL20 120-480V with Integrated RF Node	0	each	\$394.00	\$0
RFN-430A3 Elster A3 ALPHA (TOU Enabled) - FM9S CL200 120-480V with Integrated RF Node	0	each	\$394.00	\$0
RFN-430A3 Elster A3 ALPHA (TOU Enabled) - FM12S CL200 120-480V with Integrated RF Node	0	each	\$394.00	\$0
RFN-430A3 Elster A3 ALPHA (TOU Enabled) - FM12S CL320 120-480V with Integrated RF Node	0	each	\$414.00	\$0
RFN-430A3 Elster A3 ALPHA (TOU Enabled) - FM14/15/16S CL200 120-480V with Integrated RF Node	0	each	\$394.00	\$0
RFN-430A3 Elster A3 ALPHA (TOU Enabled) - FM16S CL320 120-480V with Integrated RF Node	0	each	\$414.00	\$0
RFN-430A3 Elster A3 ALPHA (TOU Enabled) - FM45S CL200 120-480V with Integrated RF Node	0	each	\$394.00	\$0

Landis+Gyr S4x

L+G S4x - C&I Meter - C&I Meter with Integrated RF Node

L+G S4x - FM2S CL200 120-480V - FM2S CL200 120-480V with Integrated RF Node	217	each	\$655.00	\$142,135
L+G S4x - FM3S CL20 120-480V - FM3S CL20 120-480V with Integrated RF Node	3	each	\$655.00	\$1,965
L+G S4x - FM4S CL20 120-480V - FM4S CL20 120-480V with Integrated RF Node	198	each	\$655.00	\$129,690
L+G S4x - FM5/35S CL20 120-480V - FM5/35S CL20 120-480V with Integrated RF Node	98	each	\$655.00	\$64,190
L+G S4x - FM6/36S CL20 120-480V - FM6/36S CL20 120-480V with Integrated RF Node	108	each	\$655.00	\$70,740
L+G S4x - FM8/9S CL20 120-480V - FM8/9S CL20 120-480V with Integrated RF Node	633	each	\$655.00	\$414,615
L+G S4x - FM14/15/16S CL200 120-480V - FM14/15/16S CL200 120-480V with Integrated RF Node	376	each	\$655.00	\$246,280
Total C&I Meters				\$1,069,615

Professional Services

PM, Training, & Site Assessment

Project Management Contingency Plan	1	unit	\$300,000.00	\$300,000
Contingency Plan for City Growth - Hardware and Software	1	each	\$1,634,424.54	\$1,634,425
Consulting and Troubleshooting for Network Migration	30	days	\$2,000.00	\$60,000
Advanced Engineering Consulting and Review	80	hours	\$412.50	\$33,000
Total PM, Training, & Site Assessment				\$2,027,425

Shipping Calculation

Shipping at 2% of Total Hardware	\$160,237.70
Shipping Total	\$160,237.70
Grand Total	\$10,199,547.24

This bid contains confidential material that constitutes either (1) trade secrets and (2) commercial or financial information, the disclosure of which would cause substantial competitive harm to Cooper Power Systems by Eaton. Unprotected information is identified herein with yellow highlighting. Anything not highlighted shall be assumed protected.

The attached Cooper standard terms and conditions apply, with the additional condition that freight will be prepaid and added to invoices at a standard rate of 2% for shipment in the contiguous 48 states and at appropriate quoted rates elsewhere. Alternative freight carrier arrangements can be made at purchaser request. Installation Costs, Travel and Living Charges, and Applicable Taxes are not included and will be invoiced separately.

All quoted meter, module and integration prices quoted are based upon a direct sale from Cooper Power Systems to the utility at stated quantities, any deviations from this may result in adjusted meter, module and integration pricing.

This quotation and all the information contained in it are considered to be the confidential information of Cooper Power Systems and shall not be disclosed to any third party without the express written consent of Cooper Power Systems, which consent shall be within the sole discretion of Cooper Power Systems. Pricing applicable to Gen 1 orders as well as the current model, subject to availability. Price guarantee for 18 months (thru 2019) with a 4% adder annually after that for an additional 24 months.