Exhibit A

Statement of Work No. 1

Project Name: City of Hollywood, FL ("Client" or "System Owner") Aclara MTU and Meter Installation Services Implementation Project.

This Statement of Work ("SOW") and the terms and conditions of the Supplemental Services Agreement (collectively "Agreement") describes the Services to be provided to the Client in support of the Project as authorized by Client signing this Statement of Work. This SOW is governed by the Supplemental Services Agreement.

Scope of Work

The project scope for the Aclara MTU and Meter Installation Services Implementation Project includes professional services that will be performed by Aclara including project management, coordination, and oversight of the MTU and Meter installation services to be performed by Aclara's installation subcontractor partner, Concord Utility Services. However, Aclara shall be responsible and liable for installation services, notwithstanding Aclara's use of its subcontractor partner. Aclara and Client acknowledge and agree that Client shall provide products for installation from their inventory including meter transmission units (MTUs), registers, and meters and shall further provide staging areas as outlined herein.

More detailed requirements will be developed during the requirements tasks of the project, but will remain consistent with Attachment 1 and 2, unless mutually agreed by the Client and Aclara.

This Statement of Work addresses the MTU installation services required by the Project. It is mutually understood that business requirements, resources and dates may change subject to the applicable terms of this SOW and that any such material change requested by the Client or as a result of the Client's inability to provide agreed upon resources and perform its other responsibilities set forth in this SOW or the result of Client errors or omissions may result in an Amendment.

It is further understood by Aclara and the Client that any material changes to scope will be addressed through a formal change order process. Material changes are those which specifically will impact budget, scope, timeline and/or resources.

1.   **Project Approach**

The Aclara Services Team ("Aclara Team") assigned to this project will complete the Aclara tasks described in this SOW and will perform work for the Client for the duration of the Project at designated Client facilities and from remote locations.

The scope of the services engagement for this SOW is set forth in the attached Attachments 1 and 2. Attachment 1 also includes certain Responsibilities and Assumptions that are the responsibility of the Client. In addition to the tasks specified in Attachments 1 and 2 , the Client will provide appropriate Project resources, including but not limited to data, information, and appropriate and cooperative personnel, to facilitate the performance of the Services. The Client shall designate a Project Manager to work with the Aclara Team to facilitate the provision of the Services. Once this SOW is executed, Aclara and the Client will assign resources to the Project. The Aclara Team will work on the Project and provide support as specified by the SOW.

2.   Assumptions and Responsibilities

Project Assumptions and Responsibilities are set forth in Attachments 1 and 2. Should the Client and/or Aclara fail to fulfill those that are applicable to the Client, the estimated level of effort, timeline and scope may be subject to change which may result in an Amendment.

Project Entities:

- City of Hollywood, FL is the Client

- Aclara is AMI provider, responsible for project management and SOW as set forth in this SOW and the Agreement. However, Aclara is responsible for this installation project, notwithstanding its retention of Concord Utiility Services.

- Concord Utility Services is Aclara's installation subcontractor supporting MTU and meter/ register exchange deployment, where applicable.

3.   Scope Estimates

Aclara will support the Client by providing a team to complete the scope of work defined in Attachment 1 and 2.

Aclara's estimate of the level of effort is based on the following:

- Information provided by the Client to Aclara

- Aclara's understanding of the project scope, based on Client information

- Should the information provided by the Client be inaccurate or should Aclara gain additional information during the Project, the work required may be out of scope and the pricing and schedule may be impacted. If so, the additional work will be addressed as a change to the SOW (Change Order Request).

4. Changes

Any change to this SOW shall be subject to mutual written agreement of the parties. Aclara shall not commence work on any such change unless and until the change has been agreed to in writing by both parties.

Attachment 1

To

Statement of Work

AMI Project Management

1.0 Aclara RF Project Scope

Included in the purchase of this MTU and Meter Installation Services Implementation are the Professional Services efforts required to provide project management, coordination and oversight during the MTU and meter installation services project, as defined in Section 1.1. The purpose of this document is to outline the tasks and deliverables of the Aclara Team and provide the Client an overview of the responsibilities and time commitment that will be required of their staff.

1.1 Project Scope

Aclara will provide professional services project management during the MTU installation services for approximately 842 water endpoints. Aclara will work with the Client during planning and requirements sessions to identify the specific accounts and related activities needed to complete the project successfully. All expected quantities will be governed as set forth in the attached r Exhibit B. The project scope includes:

Services:

- Overall project coordination services for the defined scope of this project

- Manage Aclara's installation subcontract partner, Concord Utility Services

- Professional Services' introduction of the Client to Aclara Technical Support and project transition to Aclara Technical Support

Software:

- Aclara Star Programmer Software

Hardware:

- All MTU, meter, and register hardware required for this project will be provided by the Client from the Client's warehouse facilities to Aclara and Concord Utility Services.

1.2   Implementation Approach

The Aclara implementation approach involves the following phases:

- Phase 01 - Project Planning & Kick Off
- Phase 02 – Requirements & Design
- Phase 03 – Configuration
- Phase 04 - Endpoint Deployment

1.2.1 Phase 01 Project Planning & Kick-Off

The Aclara project team will begin work upon contract execution and the issuance of a notice to proceed by the Client. The Aclara project team will begin the internal preparations for the official launch of the project. The Aclara Project Manager will coordinate and schedule the Client kick-off meeting, either remotely or onsite, as availability for in-person meetings and COVID-19 safety protocols allow.

During this kick-off phase, Aclara and Client will define the project team organization and introduce the teams, review the project scope and proposed timeline, review the utility's goals and business objectives and develop the project communications. Aclara will introduce a project manager and other leaders assigned to oversee and coordinate the day-to-day activities of all parties involved.

Entry criteria for this phase to begin are defined as the signature of the contract, the assignment of an Aclara project manager and setting an agreed upon project kick-off start date. This phase will be complete once the project teams have been defined, the kick-off meeting has occurred, and the project schedule has been reviewed.

1.2.2 Phase 02 Requirements & Design

At the beginning of the implementation process, Aclara shall meet with the key stakeholders to confirm the detailed functional and integration requirements for the system.

The Client and Aclara will identify the specific accounts and quantities in which new MTUs will be installed. The Client and Aclara will mutually agree on the contents of the data provisioning to be provided to Aclara's installation subcontractor in advance of the installation services start. The Client and Aclara will mutually agree to the integration requirements for capturing the needed field and changeout data via the Meter Exchange (MEX) file to be provided back to the Client's CIS system.

This phase is complete once the Client has coordinated review and approval of all associated deliverables.

1.2.2.1 Assumptions

Aclara assumes end-consumer data in the Client's systems do not require any data cleanup. Any data cleanup such as, but not limited to, incorrect customer data, incorrect names, address, email address, phone numbers, will be the Client's responsibility to perform cleanup.

Aclara will facilitate interface requirements sessions between Concord Utility Services and the Client.

The Client will provide timely review and approval of all data products generated in this phase. This phase is complete upon approval of all data products.

1.2.3 Phase 03 Configuration

In this phase, Aclara completes all tasks to support integration and interface configuration in preparation for meter endpoint module deployment.

The CIS provisioning file will be configured for output from the Client's existing CIS system into the Concord Utility Services WOMS.

The Meter Exchange (MEX) file will be configured to interface to the Client's existing CIS system.

Aclara will also integrate and configure the Aclara Star Programmer software to Concord's field programmers. This phase is complete once Aclara and supporting resources confirm the format of the CIS provisioning file and the MEX file and completes Star Programmer software setup and configuration.

1.2.3.1 Interface ScopeAclara will provide flat file-based integration for the standardized Meter Exchange interfaces. Aclara will provide reasonable and customary assistance to the Client for integrating with the standard interface flat-file formats. It is the Client's responsibility to integrate these standards with their CIS system and vendor. The Client is responsible for extracting data as per the prescribed flat-file data format from the Client's systems to integrate with Aclara interfaces. Aclara will participate with the Client in discussions for outlining integration requirements with their CIS and confirm the necessary resources are available to support the project.

Input Integration

Integration Name	Type	Functions

CIS Provisioning File	Flat-File (ASCII)	Populate Concord WOMS with customer account/location/asset details from Client's existing CIS

Output Integration

Integration Name	Type	Functions
Meter Exchange Interface	Flat-File (ASCII)	Populate MTU/Meter exchange data from AclaraONE to Client's existing CIS

1.2.3.2 Assumptions:

- AclaraONE typically uses an ASCII flat-file format for data import & exports. Aclara assumes data in the Client's systems do not require any data cleanup. Any data cleanup such as, but not limited to, problematic account data, inactive accounts, incorrect customer data, incorrect assignment of meter type/size/serial numbers to customer locations, will be the Client's responsibility to perform cleanup in order to meet Aclara's data specifications and ensure data parameters are consistent between all sets of data.
- Aclara will perform MEX file integrations only to the Client's existing CIS.
- There are no modifications to the Client's NCC software.

1.2.4 Phase 04 Endpoint Deployment

Aclara provides oversight and support as Concord Utility Services begins the MTU installation services. The Aclara Project Manager will continue to provide support, oversight, and guidance as Concord Utility Services performs the MTU installations. At the conclusion of the MTU installations, the Aclara Project Manager will fully transition the project to Aclara Technical Support.

1.3 Preliminary Project Schedule

The project schedule will be finalized as a project artifact by Aclara and Client during the Project Planning & Kick-Off phase. Aclara will align resources and installation services with agreed to project schedule.

1.3.1 Assumptions

Assumptions:

- Aclara's professional services includes project management oversight through completion of defined MTU installation quantities. The Client can opt to extend the project management support for additional cost via an Amendment.

- Client's CIS vendor resources are available to support the integration requirements discussions and any work on the CIS side to enable the interfaces. If support is delayed and causing impact to ability to continue implementation tasks, it may result in a change order.

- Client's CIS vendor to validate files sent to them for accuracy and operability.

- No custom reports or headend software customizations are included in this scope.

- Aclara assumes Notice to Proceed will be issued approximately one month from contract execution.

- Client and Aclara will have project resources available to kick off the project within 45 days of date of the issuance of the Notice to Proceed.

- Client will provide warehouse space to Aclara and Concord Utility Services for accessing Client-provided MTUs, meters, registers, and lids, as well as other Aclara and Concord needed materials and parts required for the installation services.

1.4 Accountability

The following shows the key that is used to identify accountability for each deliverable:

[R]   Responsibility

Indicates that the designated Party has responsibility and accountability to complete the applicable Deliverable or milestone.

[A]   Approve

Indicates that the designated Party is responsible for approving the applicable Deliverable or milestone.

[S]   Supports

Indicates that the designated Party is responsible for supporting the applicable Deliverable or milestone.

[C]   Consulted

Indicates that the designated Party will need to provide feedback or contribute as the applicable Deliverable or milestone is completed.

[I]   Informed

Indicates that the designated Party will be informed after completion of the applicable Deliverable or milestone.

The acceptance procedure for all deliverables outlined in this SOW will be as follows:

- Aclara will work with Client personnel to gather input and complete deliverables.

- When complete, final deliverables will be given to Client. Client should review and sign off by Client utilizing a mutually agreed Acceptance Form.
- The Acceptance Form should be physically signed (or electronically signed) indicating approval or disapproval within five (5) business days of receiving the deliverable.

Key Project Task/Activity	Accountability		
	Aclara		**Client**
SOW Execution	R		R
Phase 01 - Project Initiation & Kick Off			
Kick-Off Meeting	R		S
Contact List – with roles and responsibilities	R		S
Project Schedule	R		S
Phase 02 - Requirements & Design			
Account Installation Identification	I		R
Interfaces requirements sessions	R		S
MTU Installation Schedule	R		S
Phase 03 - Configuration			
Configure MEX interfaces	R		S
Configure CIS Provisioning File	S		R
STAR Programmer integration and configuration	R		I
Phase 04 – Endpoint Deployment			
Customer Communication	I		R
Installation of MTUs	R		S
Transition to Aclara Support	R		S

1.5 Project Governance

1.5.1 Project Organization

Client agrees to provide appropriate Project resources including but not limited to, data, information, workspace and appropriate and cooperative personnel, all as necessary to facilitate Aclara's performance of the Services and the Client's integration.

Client will allocate the following described personnel to the Project to provide appropriate knowledge of the indicated area and the skills to perform the Client tasks, and any additional personnel that may be necessary for Client to perform its obligations under the implementation work plan.

- Project Manager – Main point of contact for the Project. Is responsible for scheduling Client resources, managing the scope and the Client tasks of the Project schedule, facilitating document approvals, and escalating and resolving issues as required by the Aclara.

Aclara will allocate the following described personnel to the Project to provide appropriate knowledge of the indicated area and the skills to perform the Aclara tasks, and any additional personnel that may be necessary for Aclara to perform its obligations under the implementation work plan.

- Project Manager - Coordinates scheduling and work assignments, assists in requirements and detailed design, resolves issues and serves as daily interface with the Client's Project Manager.
- Executive Sponsor – Designated as an escalation resource.

1.5.2 Problem Resolution and Exception Management

A defined and understood escalation process is a critical component of any project implementation. The Aclara project team is organized with multiple points of escalation that can be utilized as needed. Project Issues will be logged, tracked, and reviewed at least weekly. In addition, risks are identified in our status reports along with suggested mitigations. Once an issue has been identified, it will be added to the issues list and worked according to priority. Depending on the type and severity of the problem, the Aclara Project Manager will escalate appropriately within the organization as well as within Client.

Project leads assigned to the project will communicate daily and will escalate risks and issues that could affect the project timeline or scope to the Project Manager who will be providing active oversight and first-level escalation support to the engagement. The Project Manager may continue to escalate the issue through the Aclara organization to the Portfolio Management Office and to the Vice President of Professional Services. Aclara escalation resources will work jointly with Client escalation resources to try to resolve the issue at each level and avoid all issues from escalating further.

In addition, Aclara will establish a communication plan at the start of the project. The Project Communication Plan will be jointly developed between Aclara and the Client to identify issue escalation paths and to determine project status meeting cadence and expected attendees.

Aclara's goal for the project is to provide the necessary information to Client to allow for accurate validation of schedule, scope, and deliverables. To accomplish this, Aclara proposes the following activities: status reporting (includes schedule, issue, and risk tracking), quality reviews, and incident reviews.

Communication Plan & Progress Reporting

The table below details the communication and progress reporting for the project.

Project Status Report	Report sent via email	Weekly	Aclara Project Team Client Project Team
Project Team Meeting	Conference call, on-site meeting	Weekly	Aclara Project Team Client Project Team
Issues Meeting	Conference call, on-site meeting	Weekly or as needed	Aclara Project Team Client Project Team
Quarterly Project Review Meeting	On-site meeting	Quarterly	Project Managers Key Project Sponsors Aclara Executives Sponsors

1.6   Modification

No modifications to the core software are planned for this project.

1.7 System Technical Support

Aclara will support the Client regarding the AclaraONE Solution and field hardware, which operates all main facets of the proposed solution.

Attachment 2

to

Statement of Work

<u>**MTU and Meter Installation Services**</u>

<u>**Project Definition – Concord Utility Services MTU and Meter Installation Services**</u>

This Attachment 2 describes the MTU Installation Services to be provided by Aclara's installation subcontractor, Concord Utility Services to the Client in support of the Project.

1. **Scope of Services**

   1.1. Concord to provide Project Management of Installation Services.

   1.2. Concord to provide Work Order Management System (WOMS): Utilize an electronic work order management system (WOMS) to coordinate installation services and data deliverables.

   1.3. Client to provide warehouse storage of materials.

   1.4. Client to provide Inventory Management

   1.5. Concord to provide corporate signage branded fleet of vehicles, tools, gel caps, splice kits, direct burial kits, and equipment to meet the project timeline.

   1.6. Concord to provide highly trained staff to meet the project timeline and installation requirements.

      1.6.1. Concord will make available their Installation Project Manager, Installation Project Lead, and Field Installers to participate in Aclara MTU Installation and Programming Product Training as hosted by Aclara Product Trainers prior to beginning field installations for the City.

   1.7. Concord to develop installation Standard Operating Procedures for review and approval by Aclara and the Client.

   1.8. Customer Outreach Coordination:

      1.8.1. Pre-Installation Notification Postcards – The Client will print and mail postcards prior to installation if applicable.

      1.8.2. Post Installation Notification Door Hanger – The Client will print and provide if required for Concord to hand deliver at time of meter installation.

1.9. Provide Installation Services for full deployment of register retrofits with endpoint replacements.

1.10. QA/QC – See Section 7.

2. Deliverables

2.1. Work Order Records:

Each transaction will be recorded in Peak Workflow, Concord's electronic WOMS; including, premise ID, address, old meter number, old meter register read, register number, new register initial read, new endpoint ID, GPS coordinates, name of installer, date and time of installation, installer comments, installation photos

2.2. Software Integration:

2.2.1. Peak Workflow to Aclara Star Programmer: enable Star Programmer for field programming of MTUs and transmission of data log files.

2.2.2. Billing Integration: map Peak Workflow export file to CIS Tyler MUNS inbound requirements

2.3. Progress Reporting

2.3.1. Customer and Stakeholder access to Peak Workflow (WOMS) dashboard for 24/7 live project update, mapping, and planning.

2.3.2. Weekly reporting via scheduled Project Management meetings.

1... Weekly Status Reporting includes:

2.3.2.1. Completed Work Orders Planned versus Actual

2.3.2.2. Closed Work Orders

2.3.2.3. Open Work Orders

2.3.2.4. RTU Closed

2.3.2.5. RTU Review

2.3.2.6. Route Saturation – Work order status by route – Total v. Open v. Closed

2.3.2.7. Project Planning

2.3.2.8. Blackout Dates

2.4. Inventory Management

2.4.1. Concord Inventory Reporting - weekly status report

2.4.1.1. Inventory Status by Size / Type

2.4.1.2. Total WO / Size

2.4.1.3. Remaining WO / Size

2.4.1.4. Total Assets Received (size and quantity)

2.4.1.5. Total Available Assets (In Stock by size and quantity)

2.4.1.6. Assets Needed (to Ship)

2.4.1.7. Inventory Availability by Route

2.5. Return to Utility (RTU):

2.5.1. Installer shall make three attempts to complete an installation work order.

2.5.1.1. Attempt 1 – Installer makes initial attempt and records attempt and condition assist code in WOMS. Condition Assist Codes include, but are not limited to, damaged infrastructure, unable to locate, obstructed service, no access, locked gate, etc.

2.5.1.2. Attempt 2 – The work order is escalated to Installation Project Manager or Installation Project Lead, called Return to Concord (RTC); the Installation Project Manager or Installation Project Lead will make a 2nd attempt to perform the installation, or validate condition assist code preventing completed install. The attempt is recorded in the WOMS; If unsuccessful, the work order will be escalated to the Client with the matching condition assist code.

2.5.1.3. Attempt 3 – RTU Review (Client Assist): Client to assist with or resolve the Attempt 2 Condition Assist Codes. Installer will return to perform install and complete the work order as Attempt 3. If unable to complete after 3rd attempt, present the work order to the Client as an RTU Complete, with appropriate condition assist code.

2.5.2. RTU Complete – Returned services will be reviewed during the weekly status report meetings, in which a strategy will be developed to resolve the work order, or it will be agreed upon with the Client that the work order shall be considered unable to complete by the installation contractor and accepted as a RTU Complete and shall be removed from the installation requirements.

2.6. Return Merchandise Authorization (RMA): Delivered damaged or failed after installation. Quarantine RMA item, notify Aclara for MTUs and Lids and the Client for Registers, receive RMA documents, record RMA as an inventory item, deliver or ship RMA item(s) to distributor or manufacturer. RMA shipping and freight by distributor or manufacturer.

2.7. Concord to provide highly trained staff to meet project timelines.

2.7.1. Prior to hiring, all applicants are vetted through National Crime Search, performing background checks including 7 to 10-year Multi-State Criminal Search, National SSN/Address Locator, National Sex & Violent Offender Search, Terrorist Search (Government Watch List), 7 to 10-year County Criminal History, Motor Vehicle Report (MVR).

2.8. Concord to provide vehicles, tools, and equipment to perform installation services to meet the project timeline.

2.9. Installation Schedule - Scheduled will be determined as an artifact of the Kickoff & Planning Phase of the project, as agreed upon between the City, Aclara, and Concord.

3. Responsibilities

Item	Details	Responsible Party

From Host Data:	CIS Data:	Client
1. CIS Data File 2. Blackout Schedule	1. Deliver a meter location file for 100% of all project work orders within the CIS data file at the beginning of the project. 2. Must contain a unique Primary Key, Premise ID, or Location ID for each service. 3. Shall include Latitude and Longitude of Premise (Property) 4. Concord will work with the Client to identify data issues within the CIS data file, it will be the responsibility of the Client to provide a final clean data file, and to scrub the data for duplicates, anomalies, stale, or outdated information, closed or abandoned accounts, pulled meters, etc. 5. The CIS data file shall update at a cadence to be determined. The number of records sent to Concord will diminish each time executed to not include an account that already has a received an MTU AMI endpoint. Blackout Schedule: 1. Provide calendar for billing cycle read route schedule with blackout dates for each cycle and route (per Billing Read cycle) for the expected duration of the installation effort.	

Manufacturer Data File (MDF) – for all meters, endpoints and all serialized products delivered to the project.	1. All Serialized products are required to be included in the MDF – 2. The MDF file is required for the WOMS and Inventory Management Module functionality (within Peak Workflow-WOMS).	Client
ToHost Data	Deliver Daily Installation Files ToHost (Client) via SFTP. Files are delivered by 12:00 pm PST in .csv file format for ingestion into billing systems. Daily Files: 1. Completed.csv 2. Damaged.csv 3. RTU Closed.csv 4. RTU Review.csv	Concord/ Aclara
Work Order Management System	Peak Workflow v.3 1. Project Management Dashboard 2. Inventory Management Module 3. Field Installation – managed workflow 4. QA/QC 5. Billing Integration	Concord
Staging Area – Materials Storage and Installation Services	1. Client to provide adequate warehouse and staging area to facilitate materials and installation services. 2. Client is responsible for the ownership and security of the equipment (registers/meters, MTUs, lids) until individual installation is complete.	Client
Legacy Materials	1. Disposal of all removed Legacy Equipment including registers, MTUs, meter and lids.	Client

	2. City to provide disposal containers and shall takes responsibility for proper disposal.	
Materials Procurement and Delivery	1. City to provide registers, MTUs, lids, and meters by size and quantities for the project in a timely fashion as to not impede installation scheduling and progress. 2. Client to provide storage for materials at location that has Concord-only access.	Client

Inventory Management	1. Receive Material
	2. Track Material by Type and Qty
	3. Input MDF into WOMS
	4. Weekly Reporting
	  a. Physical Count Total
	  b. Reconcile with WOMS inventory module totals
		Concord

Customer Outreach *(if applicable)*	Two Week Pre-Notification Post Card Mailer	Client
Customer Outreach *(if applicable)*	Art and Design services for all project Print Materials	Client

Installation Reporting	Weekly Status Meetings
	
	1. Installation Status/Forecast
	
	2. Schedule Review
	
	3. Route Saturation
	
	4. Request for Information during the project.
	
	5. RTU and Escalation
	
	6. Issues
	
	7. Customer Communication –
	
	   a. Contact in Field.
	
	   b. Scheduling
	
	   c. Call Center
	
	8. Safety – Report safety incidents and safety
	
	meeting topics
		Concord

4. Materials:

4.1. The Client, in a timely manner, shall provide approval and a purchase order to procure all materials required to perform work.

4.2. The Client will provide from their inventory the needed products of the most common material types and sizes to sustain full deployment requirements for completing each work order on the first attempt and maintaining project schedule overall.

4.3. The Client shall provide all product types and quantities prior to the start of the installation project. The Client will provide storage to Concord for Concord-only access for inventory management and utilization of the products.

4.4. Concord shall maintain the needed quantity and surplus of consumable materials, such as but not limited to zip ties, screws, spacers, gel caps, burial kits, etc. to complete the required installations.

4.5. Lid Procurement: The Client will provide needed lids sizes, quantities and types to Concord for the project prior to the start of the installation effort.

4.6. Stand down fees apply if caused by materials shortages or out of stock events. See Assumptions and Exclusions – Stand down fees.

4.7. Concord shall not enter a cycle or route (full or partial) without 98% of all required materials to complete a cycle or route.

4.8. Material(s) transfer of ownership occurs at the time the materials (each device or lid) are installed at the work order site and documented in the work order management system and deemed complete (See: Section 12).

5. Inventory Management: Standards and Quality

5.1. All received materials are isolated when received at warehouse/staging area until counts are validated and input into the work order management system inventory module.

   5.1.1. Physical count performed at time of receipt and validated against the Meter Manufacturer Data File (MDF) and Shipping Documents.

5.2. WOMS: Inventory Module

   5.2.1. Manufacturer Data File (MDF) – Includes manufacturer serial numbers, product details/descriptions for each serialized product delivered to the project (i.e., meters, registers, endpoint radios, etc.).

      5.2.1.1.   The MDF file is required for Peak Workflow (WOMS) Inventory Management Module functionality.

      5.2.1.2.   Input manufacturer data file into inventory module

5.3. Track Shipments in Inventory Master: Add new product to the 'Deliveries Received' tab in the Inventory tracking sheet.

5.4. Quarantine New Materials: Physically place all new product into quarantine, segregated by material types.

   5.4.1. Store by full pallets with inventory slip attached to section of palletized materials.

   5.4.2. Inventory slip are labeled with date and physical count of separated materials.

   5.4.3. General Inventory: Materials are moved from quarantine and placed in general inventory.

   5.4.4. Full pallets are transferred for restocking meter technician cross dock areas.

   5.4.5. Quarantined inventory slips are updated when materials are moved.

5.5. Cross-Dock Area: Designated areas for each installer to manage their immediate inventory.

   5.5.1. Materials are assigned to meter technicians.

      5.5.1.1.   Materials are assigned by full boxes.

   5.5.2. Unused materials remain in meter technicians cross dock location.

         5.5.2.1.   Remove all materials from installation vehicles daily and place in designated cross dock area located within the Client-provided warehouse space.

5.6. Stock of hardware is replenished from the Client-provided inventory.

5.7. WOMS Inventory Reporting:

5.8. Physical Count: Concord staff participate in an inventory count at the end of each week.

    5.8.1. Quarantine: material inventory slips are reviewed and reconciled.

    5.8.2. General Inventory: physical count of all materials by material type and size.

    5.8.3. Cross-Dock: Physical count of all materials in the cross-dock area

5.9. Inventory Reporting/Summary:

    5.9.1. Inventory Status by Size / Type

    5.9.2. Total WO / Size

    5.9.3. Remaining WO / Size

    5.9.4. Total Assets Received (Type/Size and Quantity)

    5.9.5. Total Available Assets (In Stock – by Type/Size and Quantity)

    5.9.6. Assets Needed (to Ship – by Type/Size and Quantity))

    5.9.7. Inventory Availability by Route (Type/Size and Quantity)

6. Staging Area Requirements

6.1. The Client will provide adequate warehouse and staging area to facilitate materials and installation services.

6.2. The Client will provide secure, insured warehouse space for staffing new inventory.

6.3. The Concord Installer is responsible for the ownership and security of the equipment (e.g., meters, registers, MTUs, lids) assigned to them until installation of individual components are complete at the work order site and documented and indicated as complete in the work order management system (See Section 12: Installation Acceptance).

7. Customer Outreach and Customer Communication:

7.1. Pre-Installation-Notification – The Client will provide printing services for standard size post card mailer informing customers of when installation services will occur, if applicable.

7.2. Contractor Uniforms - All field personnel shall wear easily recognizable uniforms containing company name, as well as prominently displayed personal identification badges.

7.3. Customer Contact: The intent is to maintain a professional, non-confrontational, positive attitude and treat all community members with respect.

7.3.1. All Concord employees shall be trained on how to address customer inquiries and when to transfer a customer to the Client.

7.3.1.1. All Concord team members are trained in customer engagement and professional communication best practices when interacting with the public. Escalation controls are established to mitigate public relation issues and sensitive information. All issues are escalated to a Concord Installation Project Manager, and then escalated to the Client Project Manager.

7.3.2. Scheduling appointments: All appointments are scheduled by a project manager or a project lead. Most work orders are performed without requiring an appointment. On the rare occasion, where an appointment is needed, i.e., commercial account, access issues or special condition, an Installation Project Manager or Installation Project Lead will contact the customer.

7.3.2.1. Commercial and Industrial Accounts: The Installation Project Manager coordinates scheduling while in production by cycle and route, consistent with all billing cycle, read route and blackout schedules.

8. Quality Control

8.1. Quality Control: The process of auditing and correcting deficiencies in the installation process. Concord's QC processes consists of Quality Audits (data/photo), concentrating on data integrity and quality of installation.

8.1.1. Quality Audits (data/photo)– Audits are performed each day by a QA team. on 100% of the work orders, comparing installation data to installation photos. All failed Quality Audits shall be identified and scheduled for immediate correction through data validation via WOMS and installation photos, or field audit performed by an Installation Project Manager or Installation Project Lead.

8.1.1.1. Installation Quality Checks:

8.1.1.1.1. As found condition (site pre-install),

8.1.1.1.2.   Radio install (secure to lid),

8.1.1.1.3.   As Left conditions (lid install flush void of trip hazards).

8.1.1.2.   Data Quality – validate ToHost data requirements are met for CIS, billing integration and invoicing.

8.1.1.2.1.   Location Validation by Address

8.1.1.2.2.   Old Meter Size

8.1.1.2.3.   Old Meter/Register Number

8.1.1.2.4.   Old Radio Number

8.1.1.2.5.   New Radio Number

8.1.1.2.6.   Lid Size

8.1.1.2.7.   GPS location (5-to-7-meter accuracy)

8.1.1.2.8.   Name of Installer

8.1.1.2.9.   Time Stamp (Date and Time)

8.1.1.2.10.   Installation Comments and Condition

8.1.1.2.11.   Assist Codes (issues)

9. Work Hours / Availability

9.1.   Regular working hours

9.1.1. M-F 7:00 am to 4:00 pm EST local time.

9.1.2. Saturdays and Sundays upon request.

9.1.3. After Hours Scheduling – Accommodate commercial and Industrial customer needs.

9.1.4. Holidays – Adhere to the Client's Observed Holiday Schedule and Holiday Schedule per the DIR Special Determination

9.2.   Emergency Outages and Leaks

9.2.1. Emergency responses for out of service meters will be responded to within 60 minutes.

9.2.2. Be available to respond to calls from the Client and/or customers concerning leaks, loss of service, or other issues associated with the installation within 24 hours from receipt of a customer complaint or issue identified by the Client for a minimum of 30 days following completion of install/retrofit.

10. Assumptions

10.1. See Aclara Exhibit B Standard Pricing Schedule

11. Warranty

11.1. Contractor Warrants:

11.1.1. Contractor's Work shall be completed in professional and workmanlike manner.

11.1.2. All workmanship shall be in accordance with applicable federal, state and local code requirements.

11.1.3. All property related to Contractor's Work shall be kept free from all liens and encumbrances arising from or related to the Contractor's Work.

11.2. Warranty Period

11.2.1. Installation Services are warrantied against leaks for a period of 1 year from the work order completion date, as recorded through the work order management system and completed work order installation data. The warranty applies only to the area of work performed by the Contractor, as documented by data and photos within the work order management system, and reasonably attributed to the installation process.

11.2.2. Claims

11.2.2.1. All claims shall be presented to the Client.

11.2.2.2. The Client shall initiate a case-by-case claim investigation to assess damages and determine cause.

11.2.2.3. Concord shall simultaneously coordinate a case-by-case investigation to assess damages and determine cause.

11.2.2.4. Review all investigation findings, if it is concluded the cause is reasonably attributed to the installation process, Concord will submit claim to insurance for resolution.

12. Installation Acceptance:

12.1. Responsibility of all materials (meter, register, MTU/endpoint, antenna, ancillary equipment, lid, etc.) shall be accepted by the Client upon the physical installation into the water distribution system, electronic documentation, and submission of installation data (installation data, time stamp, and photos) to the work order management system, and CUS performing Quality Audits (referenced in section 8.1.1.).

12.2. Electronic documentation and submission of a work order includes Premise ID (provided by the Client), address, old meter number, old meter register read, new meter number or new meter register number, new register initial read, new endpoint ID , GPS coordinates (x and y within 5 to 7 meter accuracy), name of installer, date and time of installation (time stamp), installer comments (issues), installation type (full meter replacement vs retrofit), digital photographs of pre-install site, legacy meter face for out read, new endpoint serial number, and site as left by installer.

13. Project Completion Criteria

13.1. All deliverables identified in Section 2 have been provided.

13.2. All documents are considered final, and no updates will be made unless otherwise agreed.

13.3. If Aclara or the Client do not agree that the completion criteria have been met, it is Aclara's responsibility to provide written details as to what and how the SERVICES have not conformed to the SOW or the agreed upon criteria within 10 days of notice of completion by Concord. Once non-conformance details are provided, Concord shall compile an action plan to correct within 10 days. The action plan shall show investigation and/or correction in a timely manner. The process for formal acceptance can be repeated.

13.3.1. Completion Deliverable Activities:

No.	Activities:	Responsible Party	
1.	Inventory Reconciled	Concord	
2.	Return or transfer of inventory and installation materials	Concord	
4.	Final project invoices delivered	Aclara	
5.	Deliver all Project Data and Photos	Concord	
6.	Execute Project Completion Document	Concord	

Attachment 3

to

Statement of Work

Rate Schedule

In the event that the Client requires Services beyond the scope or requests any changes to this SOW during project period and support term, Aclara could provide such Services according to the Rate Schedule below and Change Order procedure listed in this Attachment 6.

The following categories have been defined for the Aclara Professional Services Team in the event of a change order:

Professional Services Staff	Hourly Rate	Off-hours hourly rate
Sr. Technical Advisor	$250	$375
Program Manager	$300	$450
Product Manager	$300	$450
Project Manager	$250	$375
Field Supervisor	$180	$270
Sr. Systems Engineer/Sr. QA	$250	$375
Sr. Business Analyst	$250	$300
DBA/Application Consultant	$200	$300
Systems Engineer/QA/UI	$200	$300

Expenses: as incurred per visit Mileage: then current IRS mileage rate

Services will be charged at the applicable Rates as follows:

1)   Standard Hourly Rates will apply to all service hours expended that do not exceed eight (8) consecutive hours during Aclara's normal business hours of 8:00 a.m. - 6:00 p.m. Eastern Time, Monday through Friday, excluding Aclara Holidays.

2) Off-Hours Hourly Rates will apply to all service-hours expended beyond eight (8) consecutive hours during Aclara's normal business hours. The following constitutes Off-Hours (all time in prevailing eastern time zone):

- Aclara observed Holidays
- Weekends: 6:00 p.m. Friday until 8:00 a.m. Monday
- Weekdays: 6:00 p.m. until 8:00 a.m.

3) All expenses must be pre-approved by Client.

A. If Aclara is requested to travel to the Client's site to provide Services, the costs and expenses associated with such travel will be borne by Client and invoiced as set forth below.

1) Travel Expenses: Unless otherwise mutually agreed, Aclara's travel expenses for On-Site Services shall include, but are not limited to transportation fares (air, bus, rail), lodging, meals, automobile rental, fuel, parking and local transportation, and will be charged to the Client on an actual basis. Actual receipts can be provided as documentation per written request by the Client.

Attachment 4

to

Statement of Work

Request Procedure

Any change to a Statement of Work must be agreed upon in writing by both parties. The following procedure (whether requested by the Client or Aclara) will be used to control all changes. All Change Order Requests ("COR") to the applicable Statement of Work must be made in writing and shall be submitted by the appropriate Project Manager. Each request should contain the following information:

- The requested ;
- The impact, if any, on the existing work product;
- Estimated impact, if any, on Project schedule; and
- Estimated change, if any, in Services fee

The Project Manager shall review and accept or reject the COR. If rejected, the COR shall be returned to the submitting party with written reasons for rejection and, as appropriate, any alternatives. All approved COR's will be incorporated into the Change Order to this Statement of Work. Aclara will not perform any Services outside of the Statement of Work until the COR has been signed by both parties.

1. Describe the requested change: _____

   _____

2. Define the impact, if any, on existing work product: _____

   _____

3. Define additional work product required as a result of the requested change, if any: _____

   _____

4. Define the impact, if any, to the existing Project schedule. Provide an updated Project schedule, if appropriate. _____

   _____

   _____

5. Provide an updated work product and payment schedule, if appropriate. _____

   _____

Accepted By:

Aclara Technologies LLC (Aclara)

By: SAMPLE

Print name: SAMPLE

Title: SAMPLE

Date: SAMPLE

Accepted By:

City of Hollywood, FL (Client)

By: SAMPLE

Print name: SAMPLE

Title: SAMPLE

Date: SAMPLE