

## **Amendment No. 1 Summary**

In accordance with Article 12.3 of Contract No. 2011000079 (the "Original Agreement"), Charlotte County Board of County Commissioners ("CCU" or the "County") and Mueller Systems ("MS" or the "Vendor") have agreed to amend the Agreement in order to allow MS to provide the additional labor and other services necessary to facilitate an accelerated deployment of the Automated Meter Reading System as described in the Agreement. This Amendment No. 1 (the "Amendment") to the Original Agreement is hereby made a part of the Agreement. This Amendment addresses only those services described herein. Unless specifically stated all other terms, conditions, and pricing remains as stated in the Agreement. MS' additional service offerings under this Amendment include increased project management services and field installation of the new water meters.

## **Article 1. Incorporation of Documents**

1.2 Amended – In the event of any conflict between the documents constituting this Agreement, the documents shall be given preference in the following order:

- 1) Amendment No. 1;
- 2) The Original Agreement, contract No. 2011000079;
- 3) The Scope of Work attached hereto;
- 4) RFP No. 2011000079 and Addendas Nos. 1 through 4;
- 5) The Proposal submitted by Vendor dated March 29, 2011.

## **Article 2. Vendor's Scope of Services**

2.6 – Added – As a part of this Amendment No: 1, MS agrees to provide additional services required by the County to complete the AMI deployment in an accelerated or increased time frame than originally planned. MS will provide a detailed project plan specifying the accelerated schedule, milestones, and additional services to be provided by MS in order to achieve the accelerated deployment schedule. These services will be in addition to those listed in Exhibit A Scope of Work and will in no way reduce or change the requirements listed in Exhibit A in any fashion except to modify the deployment schedule and phases. The County Utilities Director or his/her designee will provide written acceptance of the project plan prior to commencement of any work or issuance of a Notice-To-Proceed or Purchase Order.

2.7 – Added – Upon completion of the AMI system deployment, MS shall continue to provide technical support and other services as described in the Agreement and its exhibits for expected life of the AMI system in return for the Annual Hosting and Support Fees as described in the Agreement.

## **Article 3. Compensation and Payment of Vendor Services**

3.1.1.1 Added – The County shall pay MS for the installation of water meters equipped with Mi.Node transmitters as described below in Appendix A: Meter Installation Description and in accordance with the terms and conditions listed. The County shall pay MS the appropriate unit price per meter as listed in Appendix B: Pricing Table.

3.1.2 Amended – The County shall pay MS a project management fee as listed in Appendix B: Pricing Table. The project management fee shall be a lump sum or fixed amount. The fee shall be billed in monthly installments beginning upon the issuance of either a Notice To Proceed or Purchase Order

from the County up to the amount listed. This is a not to exceed amount for Project Management services for completion of the project.

3.1.2.1 – Added – The County shall pay MS an installation management fee as listed in Appendix B: Pricing Table. The installation management fee shall be a lump sum or fixed amount. The fee shall be billed in monthly installments beginning upon the earlier of the issuance of a Notice To Proceed or Purchase Order from the County.

3.1.2.2 – Added – The County shall pay MS a mobilization and startup fee as listed in Appendix B: Pricing Table. The mobilization and startup fee is a lump sum amount which shall be billed upon the earlier of the issuance of a Notice to Proceed or Purchase Order from the County.

## **Article 6. County's Responsibilities**

6.6 – Amended – The County shall provide installation services for meters and Mi.Node units one-inch (1") and larger in diameter and provide the installation and/or repairs needed for meters and Mi.Node units three-quarters of an inch ( $\frac{3}{4}$ ") in diameter according to the accelerated implementation schedule developed and agreed upon for the accelerated project plan and in accordance with Appendix A: Meter Installation Description.

## **Appendix A: Meter Installation Description**

Overall management and accountability of the meter installations will be MS' responsibility and provided by the Program Manager.

Meter and Mi.Node installation services will be provided by a MS' subcontractor. MS understands the need for a competent and experienced meter installation team as it relates to data management and customer satisfaction. MS has experience with several nationwide meter installation partners and understands CCU's requirements for quality, data-integrity, and on-time delivery. MS will make reasonable efforts to manage our subcontractors at a level that meets or exceeds CCU's expectations.

The selected subcontractor will provide the necessary staffing to complete the Project on time and in accordance with CCU requirements. It is anticipated that the selected subcontractor will utilize a mixture of experienced full-time staff and new hires to complete the project. In addition to field staff the selected subcontractor will also provide a full-time onsite Field Project Manager as well as other management responsibilities whether through head-office staff or onsite.

MS shall use reasonable efforts to provide installation services in accordance with CCU's standards for quality and completeness. If the selected subcontractor is unable to comply with these standards after reasonable attempts by CCU and MS to bring the quality to an acceptable level, then CCU may request that MS halt all work by the selected subcontractor. MS will remove the selected subcontractor and all its employees from the Project immediately and make the necessary efforts to replace the subcontractor and begin work again in a reasonable amount of time.

## **Project Assumptions, General**

1. MS anticipates that the meter installation will be completed over an approximate eighteen (18) month deployment period, estimated to begin in January 2016.
2. Return To Utility (RTU) Procedures:

- a. Standard installations: MS may make up to three (3) physical attempts, three (3) written attempts and three (3) phone-call attempts (if phone numbers are provided) in an effort to perform an installation before returning a work order to CCU (RTU). After fulfilling its required attempts to complete the work order, MS will invoice for the returned work order at the applicable installation rate.
  - b. Non-Standard installations: CCU will provide a list of non-standard site conditions which will result in an RTU prior to any attempt to install by MS. The non-standard condition will be noted in the work order and work order closed. CCU will make no payment to MS by CCU for non-standard installations. Non-standard installations include:
    - i. Direct connections – This is a condition where either the inlet or outlet of the meter is directly connected to the PVC or other service line with no meter coupling.
    - ii. Sites where installer observes leaking or improperly installed or non-operating angle valve or curb stop or other condition which would result in additional work prior to completion.
3. MS will have the first opportunity to install all (estimated 45,886) three-quarter inch ( $\frac{3}{4}$ " ) meters until all non-standard installations have been identified or all meters have been replaced. Line item pricing assumes not more than twenty percent (20%) of the installed population will result in a non-standard RTU. If non-standard RTUs exceed twenty percent (20%), then MS reserves the right to increase line item pricing.
  4. CCU will install all meters one inch (1") and larger in diameter. MS may provide optional pricing to provide these services should CCU elect to have MS provide these in the future.
  5. MS' pricing is conditioned upon CCU providing and delivering any necessary customer communication materials, including letters and door hangers. MS has included optional pricing to provide the materials if requested.
  6. MS' installation timing and pricing is conditioned upon there being no requirements to contact or otherwise notify customers prior to arrival or schedule appointments for meter replacement.
  7. MS will quality audit one hundred percent (100%) of the outside meter installations for each new MS' employee during such employee's first ten (10) days, and five percent (5%) thereafter for all field installers.
  8. MS' installation timing and pricing is conditioned upon CCU dispatching all residential meters will be in a route read sequence, and that all work awarded to MS will be in full routes (no partially completed routes).
  9. MS' pricing is conditioned on CCU providing a centralized warehouse with adequate storage and office space, including high-speed internet access and adequate parking.

10. MS will provide CCU with a delivery schedule including quantities and sizes of meters to be delivered. CCU will attempt to conform to the delivery schedule. Any changes to the schedule will be agreed upon by both parties.
11. MS's pricing and installation timing is conditioned upon its installers picking up new inventory each day at the storage facility.
12. MS will return all removed meters, registers, remote registers, etc. to the same facility at the end of each day for disposal or relocation by CCU.
13. MS will not be responsible for extensive sorting or palletizing of equipment and/or material removed from the field.
14. If tampering or unsafe condition is found the MS technician should shut off water, leave customer doorknocker (provided by CCU), and notify CCU Project Coordinator for dispatch immediately and the account shall be result in an RTU.

### **Scope of Work, Water Meters**

1. MS' installer will remove each existing meter and replace such meter with a new meter equipped with a Mi.Node transmitter and install the Mi.Node transmitter within the meter box. The Mi.Node shall be installed on a section of three-quarter inch (3/4") sch 40 PVC pipe driven securely into the ground. The top of the Mi.Node shall be installed within one inch (1") of the top of the meter box lid to ensure that the signal is transmitted. Care shall be taken not to damage the wire between the meter and the Mi.Node.
  - a. MS' pricing is conditioned upon the water meter installation involving only complete exchange of existing meter with new meter, encoder register, and Mi.Node.
  - b. MS' pricing includes the cost of new washers/gaskets & bolt kits, as well as 3/4" PVC for stake mounting the Mi.Node below the existing lids.
  - c. MS' pricing includes the following data captures, at a minimum, into the Mi.Net System:
    - i. Date & Time Completed
    - ii. Installer ID
    - iii. Old meter serial number verification
    - iv. Old meter reading
    - v. Photograph of old meter reading
    - vi. New meter, register, and Mi.Node serial number
    - vii. GPS location
    - viii. Non-standard or other site conditions required to be noted by CCU
  - d. Pricing does not include pit lid replacement or drilling. The existing lids at each meter pit will be reused. If a broken meter box or lid is encountered, MS shall complete the meter installation and note the broken box or lid on the work order. If the condition of the box or lid results in a condition where the meter cannot be replaced it shall be noted in the work order and the work order shall be closed as a non-standard RTU.

2. If the existing meter register head is more than six inches (6") below the meter box lid, MS shall install a meter riser in addition to the new meter. The meter risers shall be provided by CCU at CCU's cost. A sufficient number of risers shall be provided in advance to MS to avoid any material delays. MS shall charge CCU an additional fee for the installation of the riser as indicated in the pricing table.
3. If the existing meter register head is less than three inches (3") below the meter box lid, MS shall complete the installation and note the shallow condition on the work order.
4. MS installer will flow water at each account after the meter is replaced to insure that the meter is installed and functioning properly.
5. MS installer will inspect the completed installation for any leaks prior to completing the work order.
6. Once the installation is completed, the MS installer shall place the existing lid back on the meter box in the manner that it was found and remove any trash, debris, or material from outside the box. The condition of the customer site shall be in the same or better condition that it was found.
7. If the customer is using water at the time of the installation, the MS installer shall attempt to notify the customer that the meter is being replaced and request that the water be turned off. If this cannot be accomplished, the MS installer shall make a second attempt at another time.
8. MS' pricing is conditioned upon all water meters that are located outside in pits or vaults having with adequate access and not requiring appointments.
9. MS' pricing is conditioned upon residential meters not being located in a confined space as defined by OSHA.
10. CCU must provide assistance with unsafe meter installations or other special circumstances as required.
11. MS' pricing it is conditioned upon CCU being responsible for disposing of lead seals or other hazardous waste.
12. MS will not be responsible for the repair of pre-existing conditions such as excessive corrosion, plumbing irregularities, and code violations.
13. MS will only be responsible for the repair of damages caused directly by MS services.
14. MS will not be held responsible for damages occurring more than six inches (6") on either side of the water meter, unless directly attributable to the negligence of the MS installer.
15. Pricing for meter exchange does not include the provision or replacement of expansion connectors, meter couplings, setters, or flanges. Pricing for such services is available upon request or will result in a non-standard RTU.
16. MS' timing and pricing of installation are conditioned upon water meters being on setters or being equipped with standard meter connections that can be reused during installation activities.
17. MS' timing and pricing are conditioned upon the water meter exchanges being like-for-like, same lay and length, and no major plumbing is required. Accounts requiring additional

plumbing will result in a non-standard RTU or may be handled on a time-and-material basis upon request.

18. MS' price proposal does not include additional labor or groundwork needed to access meters (including but not limited to the cutting, removal and replacement of asphalt, brick or concrete). MS may provide pricing for such services upon request or will result in a non-standard RTU.
19. MS' pricing does not include repair or replacement of meter boxes or meter vaults. Pricing for such services may be provided upon request or will result on a non-standard RTU if the condition of the meter box or lid renders the site unworkable without the additional repairs.
20. MS' timing and pricing of the installation is conditioned upon the good working condition of the curb stops and valves are in good working condition.
21. MS' pricing does not include installation or replacement of non-working curb stops, valves or backflow devices. Pricing for such services is available upon request.
22. MS' pricing does not include testing of new or removed meters. Pricing for such services is available upon request.
23. CCU has the right to audit or inspect any and all installations. Any inspection which results in a deviation from the standards agreed to in this Amendment shall be provided to MS in writing within 30-days and MS shall correct the deviation at no additional cost to CCU.

### **Contract & Billing Assumptions**

1. MS pricing and timing assumes there is a force-majeure clause in the contract.
2. MS' pricing assumes no prevailing wage union labor wage requirement for this project.
3. Except as noted herein, prices are firm through the completion of the work required by this Amendment. If the completion of the work is substantially delayed beyond the agreed to schedule by CCU, acts of God, or other circumstances outside the control of MS but not including product defects, recalls or other AMI system failures; MS reserves the right to adjust unit pricing relative to the change in Consumer Price Index (CPI), not to exceed 3% on an annual basis.

### **Appendix B: Pricing Table**

The following details the anticipated increased cost for the completion of the Project. All meter quantities were provided by CCU.

APPENDIX B: PRICING TABLE

Project Management

Part Number	Description	Units	Sale Price	Ext Sale Price
MS-PROJECT-50K	PROJECT MGMT 25K-50K PER POINT	47,180	\$ 3.25	\$ 153,335.00
<b>Group Totals</b>				<b>\$ 153,335.00</b>

Meter Installation

Part Number	Description	Units	Sale Price	Ext Sale Price
LABOR-400	Install 3/4" Meter	45,886	\$ 29.50	\$1,353,637.00
LABOR	Install 3/4" Meter Riser - As Needed	1	\$ 14.00	\$ 14.00
LABOR	Project Mobilization and Startup	1	\$39,000.00	\$ 39,000.00
LABOR	Per Month Installation WOMS & Data	18	\$28,000.00	\$ 504,000.00
<b>Group Totals</b>				<b>\$1,896,651.00</b>

<b>Contract Amendment Totals</b>				<b>\$2,049,986.00</b>
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Meter Installation -Optional Items

Part Number	Description	Units	Sale Price	Ext Sale Price
LABOR	Install Mi.Node only	n/a	\$ 17.00	n/a
LABOR-500	Install 1-1/2" Meter	n/a	\$ 205.00	n/a
LABOR-500	Install 2" Meter	n/a	\$ 285.00	n/a
LABOR-3-4	Install 3" Meter	n/a	\$ 640.00	n/a
LABOR-3-4	Install 4" Meter	n/a	\$ 745.00	n/a
LABOR-6-8-10	Install 6" Meter	n/a	\$ 1,485.00	n/a
LABOR-6-8-10	Install 8" Meter	n/a	\$ 2,230.00	n/a
LABOR	Provide & Mail 4 x 6 Postcard - 1 per	n/a	\$ 1.00	n/a
LABOR	Provide Doorhanger for Completed an	n/a	\$ 0.25	n/a
LABOR	Hourly Time and Material Rate for Ou	n/a	\$ 65.00	n/a
<b>Group Totals</b>				<b>n/a</b>

IN WITNESS WHEREOF, the parties hereto have caused the execution of these premises as of the date and year first above written.

MUELLER SYSTEMS, LLC

WITNESSES:

Signed By: *[Signature]*

Print Name: Amanda Peratte

Date: 8/11/15

Signed By: *[Signature]*

Print Name: TERRE CAMERON

Date: 8/11/15

Signed by: *[Signature]*

Print Name: K. Anita Short

Title: Proposal Manager

Date: 8/11/15

ATTEST:

Barbara T. Scott, Clerk of Circuit Court and Ex-officio Clerk to the Board of County Commissioners

By: *[Signature]*  
Deputy Clerk

BOARD OF COUNTY COMMISSIONERS OF CHARLOTTE COUNTY, FLORIDA

By: *[Signature]*  
William G. Fruex, Chairman

Date: July 28, 15



APPROVED AS TO FORM AND LEGAL SUFFICIENCY

By: *[Signature]*  
Janette S. Knowlton, County Attorney  
LR 15-3523