

**AMENDMENT #5 TO CONTRACT NO. 2011000079
BETWEEN CHARLOTTE COUNTY
and
MUELLER SYSTEMS, LLC
for
AUTOMATED METER INFRASTRUCTURE (AMI) SYSTEM**

THIS AMENDMENT #5 to Contract No. 2011000079 (the "Amendment") is made and entered into by and between CHARLOTTE COUNTY, a political subdivision of the State of Florida, 18500 Murdock Circle, Port Charlotte, Florida 33948-1094 (the "County"), and MUELLER SYSTEMS, LLC, MUELLER SYSTEMS, LLC, having a principal address at 1200 Abernathy Road, Suite 1200, Atlanta, Georgia 30328 ("Mueller" or "Vendor").

RECITALS

WHEREAS, the County and the Mueller entered into Contract No. 2011000079 (the "Agreement") on or about January 3, 2012, to provide and maintain a fixed-base Automated Meter Reading / Automated Meter Infrastructure ("AMI") system for Charlotte County Utilities; and

WHEREAS the Mueller has been providing the AMI system, related equipment, software, hosting, and support services pursuant to the Agreement and its amendments; and

WHEREAS, in September 2024, Mueller identified a potential issue affecting certain ME-8 registers installed on composite meters within the County's AMI system; and

WHEREAS, Mueller developed and tested a corrective fitting ring and, in March 2025, shipped replacement components to the County and proposed a corrective action plan as set forth in the Mueller Systems – Charlotte County Utilities Resolution Plan, Version 1.2, dated August 5, 2025; and

WHEREAS, the Resolution Plan provides for the supply and installation of composite fitting rings and locking pins, associated labor and mobilization, and related commitments at no cost to the County; and

WHEREAS, the County desires to formally incorporate the commitments and corrective measures described in the Resolution Plan into the Agreement;

NOW, THEREFORE, in consideration of the mutual covenants contained herein, the County and Mueller agree as set forth below:

ARTICLE I
COMPENSATION / SERVICES

1.1. The following provisions of this Amendment #5, are specifically incorporated into and made a part of the Contract Agreement.

1.2. The Scope of Services under the Agreement is hereby amended *solely to include the corrective actions described in this Section 1.2*, and for no other purpose. Specifically, *Mueller shall provide the following services and materials in connection with*

certain ME-8 registers installed on composite meters within the County's Automated Meter Infrastructure ("AMI") system:

- a) the provision of composite fitting rings and locking pins for installation on approximately 2,630 identified composite meters equipped with ME-8 registers;
- b) labor and mobilization necessary to install such composite fitting rings and locking pins on the identified meters; and
- c) the shipment of additional composite fitting rings and locking pins for County inventory, in quantities sufficient to support ongoing maintenance.

1.3. Mueller shall provide the services, labor, materials, and mobilization described in this Article I at no cost to the County;

1.4 The services described in this Amendment shall be performed within a commercially reasonable timeframe mutually coordinated between the parties and shall not alter, expand, or extend any warranty, indemnity, limitation of liability, or risk allocation provisions contained in the Agreement or Amendments #1 through #4.

ARTICLE II **MISCELLANEOUS**

2.1. The effective date of this Amendment is the date on which it is signed by both parties.

2.2. Any terms used in this Amendment shall have the same meanings and definitions as they have in the Agreement.

2.3. Except as expressly set forth herein, nothing in this Amendment shall be deemed to modify, waive, or amend any other term or condition of the Agreement or Amendments #1 through #4, all of which shall remain in full force and effect.

[REMAINDER OF PAGE INTENTIONALLY LEFT BLANK]

IN WITNESS WHEREOF, the parties hereto have entered into this Amendment on the dates indicated below.

WITNESSES:

MUELLER SYSTEMS, LLC

Signed By: _____

Signed by: _____

Print Name: _____

Print Name: _____

Date: _____

Title: _____

Date: _____

Signed By: _____

Print Name: _____

Date: _____

**BOARD OF COUNTY COMMISSIONERS
OF CHARLOTTE COUNTY, FLORIDA**

ATTEST:
Roger D. Eaton, Clerk of the Circuit
Court and Ex-Officio Clerk to the
Board of County Commissioners

By: _____
Joseph M. Tiseo, Chairman

By: _____
Deputy Clerk

Date: _____

APPROVED AS TO FORM
AND LEGAL SUFFICIENCY:

By: _____
Thomas M. David, County Attorney
LR25-1214 