

## MEMORANDUM

**TO:** MAYOR AND CITY COMMISSION

**FROM:** CITY ATTORNEY'S OFFICE

**DATE:** March 4, 2024

**RE:** **Agreement with RTS Water Solutions, LLC for Smart Meter Installation Services**

Attached is an agreement with RTS Water Solutions, LLC (RTS Water) for the City's Smart Grid Water Meter replacement project. RTS Water will provide services relating to the replacement of legacy meters and the installation of new smart water meters.

The City's Water Utilities Department has almost 63,600 water meters in its service territory and has already replaced about 23,000 manual read, legacy water meters. RTS Water will assist the City in completing the replacement and installation of the remaining water meters.

The City's Purchasing Department issued a Request for Proposal (#2023-RFP-063), seeking qualified firms to provide installation services for the Smart Grid Water Meter replacement project. City staff evaluated the responses from the two (2) firms that submitted proposals, which were ranked as follows:

<u>Rank</u>	<u>Company Name</u>	<u>Location</u>
1.	RTS Water Solutions, LLC	Parkville, MO
2.	Vanguard Utility Service, Inc.	Owensboro, KY

The scope of work for this project will be performed in accordance with terms and conditions contained in the attached agreement with RTS Water. The initial term for completion of all services is four (4) years. This project utilizes unit-based pricing based on the total number of meters installed and other related services, with a total estimated cost of \$3,983,495.36, which is included in the Water Utilities Department's FY2024 budget.

It is recommended that the City Commission approve this agreement with RTS Water Solutions, LLC for the completion of the City's Smart Grid Water meter replacement project, and authorize the appropriate City officials to execute all corresponding documents related to this agreement.

Attachment

## **CONTRACT AGREEMENT**

**THIS CONTRACT AGREEMENT** (this “Agreement”) is entered into on [date], by and between:

City of Lakeland (“City”):  
228 S. Massachusetts Ave.  
Lakeland, Florida 33801

**AND**

RTS Water Solutions, LLC (“Contractor”)

Phone:  
Email:

for the following Project:  
(Name, location and detailed description)

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### **RECITALS**

- A. City is a Florida municipal corporation, and owns and operates certain buildings, improvements and/or other facilities with respect to which City desires to improve energy efficiency and achieve energy conservation.
- B. Contractor is a Limited Liability Company engaged in the business of providing energy efficiency services, including the design, engineering, installation and monitoring of energy systems and equipment to improve the energy efficiency of and achieve energy conservation at buildings and other facilities.
- C. City now desires to enter into this Agreement with Contractor for Contractor’s performance of energy efficiency services.

NOW, THEREFORE, the Parties agree as follows:

### **ARTICLE I** **SCOPE AND PRELIMINARY MATTERS**

**1.1 Scope of Agreement.** During the Term of this Agreement (as hereinafter defined), Contractor agrees to provide City with services and work product to be created, developed,

supplied, constructed and/or installed (all such work product (the “Work”), to achieve energy efficiencies and conservation with respect to various buildings and other improvements and facilities of City described on the attached Attachment A. The sum total of the Work will be referred to herein as the “Project”.

**1.2 Contract Documents.** The following documents (the “Contract Documents”) constitute the entire agreement between the Parties concerning the subject matter hereof:

- a) this Agreement;
- b) all Schedules and Attachments to this Agreement;
- c) RFP 2023-RFP-063, addenda, and responses, and
- c) any Change Order, including all schedules and exhibits attached to and all other documents incorporated into a Change Order.

In the event of a conflict among the terms of separate documents, unless otherwise specified, the terms of any Change Order shall control over the terms of this Agreement and all Schedules and Attachments.

**1.3 Term.** Contractor shall complete all required work within 4 years after the effective date of this Agreement, contingent on and subject to material availability as provided in Section 5.5.

## **ARTICLE II** **PERFORMANCE OF THE WORK**

**2.1 Standards of Performance.** Contractor represents that its performance of all Work will conform to the standards and practices of a professional engaged in the performance of services of a like nature and complexity. Unless otherwise provided in the Contract Documents, Contractor shall provide all labor, materials, supplies, tools, construction equipment and machinery, transportation, and other facilities and services necessary for the proper execution and completion of the Work, whether temporary or permanent and whether or not incorporated or to be incorporated in the Work. Contractor shall be solely responsible for the means, methods, techniques, sequences and procedures concerning the Work. In addition, Contractor shall be responsible for the Work performed, whether by its own forces or by its subcontractors, consultants, and all others on Contractor’s behalf.

**2.2.1** In the performance of the Work, Contractor shall, and shall require all of its subcontractors, and consultants under them to, as applicable, comply with the requirements of all applicable statutes and regulations. Without limiting the foregoing, Contractor shall otherwise give all notices and comply with all laws and ordinances that govern the proper performance of the Work.

**2.2.2** Contractor shall enforce strict discipline and good order among Contractor’s employees and other persons carrying out the Work. Contractor shall not permit employment of unfit persons or persons not skilled in tasks assigned to them. Contractor shall deliver, handle, store and install materials and equipment in accordance with manufacturers’ instructions.

**2.2.3** Contractor shall endeavor to avoid injury, loss or damage to persons or property by taking reasonable steps to protect: a) its employees and other persons at the worksite, and b) materials, supplies and equipment stored at the worksite for use in performance of the Work. Contractor shall also oversee the safety precautions and programs of its Subcontractors and suppliers at the worksite.

**2.2.4** Contractor is responsible for general broom cleaning, and shall, to the fullest extent practicable, at all times keep the worksite/Facilities clean and free of debris, rubbish and dust. Residential meters shall be smooth, level, at proper grade and sodded if necessary. At the completion of the Work, Contractor shall remove from the worksite all construction equipment, tools, surplus materials, waste materials and debris.

**2.2.5** Contractor shall work only during approved hours of 6:00am to 5:00pm Monday through Friday, with the exception of City holidays.

**2.2.6** All materials shall meet specifications of City of Lakeland Engineering Standards or, if substitutions are required, receive approval by Water Utilities Engineering.

**2.3 Design and Construction Documents.** Unless otherwise expressly stated, as-builts, specifications, and other documents, including those in electronic form, furnished or utilized by Contractor are instruments of service (the “Instruments of Service”) and remain Contractor’s property. Contractor shall retain all common law, statutory and other reserved rights, including copyrights in the Instruments of Service. As-builts, specifications, and other documentation and materials and electronic data are furnished for use solely with respect to the Project.

**2.3.1** Contractor grants to City a non-exclusive license to reproduce and use the Instruments of Service solely in connection with the Project, provided that City shall comply with all obligations, including prompt payment of sums when due. City shall not assign or transfer any license herein to another party without prior written agreement of Contractor. Any unauthorized reproduction or use of the Instruments of Service by City or others shall be at City’s sole risk and expense without liability to Contractor, and its design professionals. Termination of this Agreement due to the default of City shall terminate this license. If this Agreement is terminated by City for cause, City shall have a non-exclusive license to use the Instruments of Service for the completion, use and maintenance of the Project. Submission or distribution of Contractor’s documents to meet official regulatory requirements or for similar purposes in connection with the Project is not to be construed as publication in derogation of the rights reserved here.

**2.4 Warranties.**

**2.4.1** Contractor warrants that, as applicable, all Deliverables will be new unless otherwise specified, of good quality, in conformance with the specifications provided, and all documents associated therewith, and free from defective workmanship and materials. Warranties with respect to the Work, or applicable portion of the Work, as the case may be, shall commence on the date of Substantial Completion thereof (as hereinafter defined).

Contractor agrees to correct all Work that is defective in workmanship within a period of one (1) year from the date of Substantial Completion.

**2.4.2** Contractor shall collect, deliver, and, to the extent permissible, assign all manufacturers' warranties and equipment manuals to City. There are no warranties that extend beyond the description on the face of any such warranty.

**2.4.3** Except as set forth in Section 2.4.1 and Section 2.4.2, ALL WARRANTIES, EXPRESS OR IMPLIED, INCLUDING THE WARRANTY OF MERCHANTABILITY, THE WARRANTY OF FITNESS FOR A PARTICULAR PURPOSE, AND WARRANTIES OF TITLE, AND NON-INFRINGEMENT ARE EXPRESSLY DISCLAIMED.

**2.5 Hazardous Material.**

**2.5.1** "Hazardous Material" is any substance or material identified now or in the future as hazardous under any federal, state or local law or regulation, or any other substance or material which may be considered hazardous or otherwise subject to statutory or regulatory requirements governing handling, disposal and/or clean-up. Contractor shall not be obligated to commence or continue the Work until all Hazardous Material discovered at the Project site has been removed, rendered or determined to be harmless by City as certified by an independent testing laboratory approved by the appropriate government agency.

**2.5.2** If after the commencement of the Work, Hazardous Material is discovered at the Project site, Contractor shall be entitled to immediately stop Work in the affected area. Contractor shall report the condition to City and, if required, the government agency with jurisdiction. City shall be responsible for retaining any independent testing laboratory to determine the nature of the materials encountered and whether it is Hazardous Material requiring corrective measures and/or remedial action. Such measures shall be the sole responsibility of City, and shall be performed in a manner minimizing any adverse effects upon the Work. Contractor shall resume Work in the area affected by any Hazardous Material only upon written agreement between the Parties after the Hazardous Material has been removed or rendered harmless and only after approval, if necessary, of the governmental agency or agencies with jurisdiction.

**2.5.3** Contractor shall not be required to perform any Services relating to or in the area of Hazardous Material without written mutual agreement.

**2.5.4** If Contractor incurs additional costs and/or is delayed due to the presence or remediation of Hazardous Material, Contractor shall be entitled to an equitable adjustment in compensation and/or the Work Schedule.

**2.5.5** To the extent not caused by the negligent acts or omissions of Contractor, or its subcontractors or suppliers, and their agents, officers, and employees of each of them, City shall defend, indemnify and hold harmless Contractor, its subcontractors, suppliers, and

their agents, officers and employees, from and against any and all claims, damages, penalties, losses, expenses, and other liabilities, including attorney's fees, arising out of or relating to the performance of the Work in any area affected by Hazardous Material.

**2.5.6** During the performance of the Work, Contractor shall be responsible for the proper handling of all materials brought by it to the worksite.

**2.6 Substantial Completion/Final Completion.**

**2.6.1** "Substantial Completion" means that stage in the progress of the Work when the Work, or designated portion thereof, is sufficiently complete in accordance with the Work schedule established, so that City can occupy or utilize the Work or designated portion thereof for its intended use. Upon Substantial Completion, the Parties shall execute a Certificate of Substantial Completion fixing the date of Substantial Completion and listing all unfinished items of Work, in substantially the form attached hereto as Attachment B.

**2.6.2** "Final Completion" means the point when all of the Work is fully and finally complete in accordance with the requirements of the Agreement.

**ARTICLE III**  
**RESPONSIBILITIES**

**3.1 City's Responsibilities.**

**3.1.1 Lawful Authority.** City represents and warrants to Contractor that: (i) it is the sole lawful City of the Facilities or that it has the full authority and right to make the improvements to the Facilities as contemplated by and provided for in this Agreement and the Contract Documents; and (ii) it shall defend, indemnify and hold Contractor harmless on account of any liabilities incurred by Contractor resulting from a breach of these representations and warranties.

**3.1.2 Information and Services Provided by City.** City shall provide full information in a timely manner regarding requirements for the Work.

**3.1.3 Authorized Representative.** City shall designate one or more individuals who shall be its authorized representative(s) with regard to the Work. Such authorized representative(s) shall be the only person(s) to whom Contractor shall look for instructions, orders and/or directions in connection with such Work, except in the event of an emergency. City's representative(s) shall be fully acquainted with the Work, will render decisions promptly so as not to delay the Work, and shall have authority to bind City.

**3.1.4 Communications.** City will establish and implement procedures for expediting and processing submittals, transmittals and written approvals relating to the Work. Unless otherwise specified in the Contract Documents, and except in the event of an emergency, communications by and with Contractor's other subcontractors and suppliers shall only be through Contractor.

**3.1.5 Reviews and Inspections.** City shall review the Work, timely notify Contractor of any errors or inconsistencies in any of the Contract Documents, or of any error or defect in the Work on the part of Contractor, and generally shall render prompt inspections, reviews and approvals as required.

**3.1.6 Other Obligations.** City shall perform and carry out such other duties as are expressly set forth under other provisions of this Agreement.

### **3.2 Contractor's Responsibilities.**

**3.2.1** The Contractor shall not permit any alcoholic beverages or illegal drugs at the work site. Any person showing the most minor symptoms of alcohol or drug use shall be immediately removed from the work site and shall not be allowed to return.

**3.2.2** The Contractor shall assume full responsibility for their employees' conduct while on City's property.

**3.2.3** The Contractor shall provide any tools not specifically furnished by City.

**3.2.4** The Contractor shall provide temporary lighting, electrical connectors, extension cords, etc. (NOTE) Lighting circuit availability is limited. Contractor shall supply self-generating units as needed.

**3.2.6** The Contractor shall provide trash disposal, and cleanup and removal of all debris from site prior to demobilization.

**3.2.7** The Contractor shall provide all required office facilities, tool storage facilities, etc.

**3.2.8** The Contractor shall furnish its own sanitary facilities, water cans, and ice.

**3.2.9** The Contractor shall provide necessary qualified personnel to perform work specified by the City.

**3.2.10** The Contractor shall provide own safety equipment.

**3.2.11** The Contractor shall provide temporary weather protection materials (lumber, visqueen, tarps, etc.) and erection of such materials as required.

**3.2.12** The Contractor shall provide written reports as detailed in the RFP.

**3.2.13** The Contractor shall provide all expendable materials including thread and joint compounds, solvents, rags, etc.

**3.2.14** The Contractor shall furnish Bid, Public Construction bond, and insurance in accordance with terms specified in the Invitation to Bid.

**3.2.15** The Contractor shall perform work in a clean and orderly manner using safe work practices in compliance with OSHA.

**3.2.17** The Contractor shall be responsible for any preventative measures to contain any potential release or spill of environmentally hazardous material and petroleum products that may result from performing the contracted work.

**3.2.18** THE CONTRACTOR SHALL PROVIDE THE CITY COPIES OF MSDS FOR ALL CHEMICALS THAT ARE TO BE USED ON THE JOBSITE PRIOR TO BRINGING THEM ONSITE. CONTRACTOR SHALL ALSO SUPPLY THE CITY WITH AFFIDAVIT THAT ALL CONTRACTOR EMPLOYEES AND SUBCONTRACTORS HAVE RECEIVED TOXIC SUBSTANCE/RIGHT TO KNOW TRAINING.

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### **ARTICLE IV** **COMPENSATION**

**4.1 Compensation.** City agrees to pay Contractor such compensation as is set forth. City shall pay invoices issued under this Agreement within twenty (20) days of Contractor's delivery of its application for payment (a "Payment Application"). Payment Applications shall be based upon the quantity of work completed from the schedule of values in the Scope of Work (Attachment A), less 5% retainage in accordance with Florida Statute 218.735. All payments due under this section and not made within the time periods specified by this section shall bear interest at the rate of 2 percent per month.. Unless otherwise specified, the period covered by each Payment Application shall be one calendar month ending on the last day of the month. Notwithstanding any language in this Agreement, City agrees that it will not unreasonably withhold progress payments (including retainage) from Contractor.

**4.3 No Fiduciary Duties.** Nothing contained herein shall require money to be placed in a separate account and not commingled with money of the Contractor, nor shall anything create any fiduciary liability or tort liability on the part of the Contractor for breach of trust, or shall entitle any person or entity to an award of punitive damages against Contractor for breach of the requirements of this provision.

**4.3 Lien Waivers.** Each Payment Application submitted will include a Conditional Waiver and Release of Lien. The final application for payment will include an Unconditional Waiver and Release of Lien. The required forms are provided as an attachment to this Agreement. The Contractor warrants that title to all Work covered by an Application for Payment will pass to the City no later than the time of payment. The Contractor further warrants that upon submittal of an Application for Payment all Work for which Certificates for Payment have been previously issued and payments received shall, to the best of the Contractor's knowledge, information and belief, be free and clear of liens, claims, security interests or encumbrances arising from having provided labor, materials and equipment relating to the Work.

**4.4 Partial Payments.** Upon the partial or entire disapproval by the City of a Payment Application, the City shall provide notice and explanation to the Contractor, and City shall timely pay all undisputed amounts. When the basis for the disapproval has been remedied, the Contractor shall be paid the amounts withheld.

## **ARTICLE V** **CHANGES**

**5.1 Change Orders.** Changes in the Work that are not minor changes as described in Section 6.2, may be accomplished without invalidating this Agreement or the Scope of Work by a "Change Order". Contractor may request or City may order changes in the Work within the general scope of the Scope of Work, with an appropriate adjustment in compensation and/or the Work schedule to be negotiated by the Parties in good faith. Acceptance of the Change Order and any adjustment in compensation or the Work schedule shall not be unreasonably withheld by either Party.

**5.2 Minor Changes.** Contractor may make, and City may order, minor changes in the Deliverables and/or the Work consistent with the intent of this Agreement that do not involve an

adjustment in compensation or the Work schedule. Such changes shall not be deemed “minor” if they materially or adversely affect the Work or the performance thereof.

**5.3 Unknown Conditions.** If in the performance of the Work, Contractor encounters: (i) an emergency affecting the safety of persons or property, or (ii) latent, concealed or other conditions that materially differ from the conditions Contractor reasonably anticipated, or (iii) physical conditions that are different from those normally encountered and generally recognized as inherent in the kind of work provided for in the Scope of Work, or (iv) Hazardous Material, then the compensation, if based upon a fixed price, and/or the Work schedule shall be equitably adjusted by a Change Order within a reasonable time after the conditions are first observed. Contractor shall provide City with written notice within a reasonable time.

**5.4 Changes in Law.** In the event any changes in laws or regulations affecting the performance of the Work, or the Services or Deliverables are enacted after the date of this Agreement, the compensation, if based upon a fixed price, and/or the Work schedule shall be equitably adjusted by Change Order.

**5.5 Delay.** If Contractor is delayed in the commencement or completion of the Work, Services or Deliverables by causes beyond its control and without its fault or negligence, which causes include but not limited to material delay, fire, flood, theft, vandalism, labor disputes, inclement or extreme weather conditions, acts of God, acts of the public enemy, riot, war, unavailability of equipment or supplies, or supply chain delays caused by any of the foregoing, or any delays attributable to the actions or inactions of City or others subject to City’s control, then Contractor shall provide written notice to the City of the existence, extent of, and reason for such delays within 10 business days of the commencement of the delay, and an equitable adjustment in the Work schedule, shall be made.

## ARTICLE VI INDEMNITY/INSURANCE/AND WAIVERS/BONDING

### **6.1 Indemnity.**

**6.1.1 Contractor’s Indemnity.** Contractor shall indemnify and hold City and its employees harmless from all third party claims for bodily injury and damage to property that may arise from the performance of the Work, but only to the extent caused by the negligent acts or omissions of Contractor or anyone for whose acts Contractor is liable. This provision shall not be construed to create any obligation of indemnification of Contractor as and for any acts or omissions of City, its Subcontractors or consultants, or any other persons not in Contractor’s direct employ. Contractor shall be entitled to reimbursement of any defense costs paid above Contractor’s percentage of liability for the underlying claim to the extent provided for under Section 6.1.2 below.

**6.1.2 City’s Indemnity.** City shall indemnify and hold Contractor and its employees harmless from all third party claims for bodily injury and damage to property that may arise in connection with the Work to the extent caused by the negligent acts or omissions of City or anyone for whose acts City is liable. City shall not indemnify or hold harmless

Contractor for any acts, omissions, or negligence of Contractor. City shall be entitled to reimbursement of any defense costs paid above City's percentage of liability for the underlying claim to the extent provided for under Section 6.1.1 above.

**6.2 Contractor's Insurance.** Before commencing the Services under any Scope of Work, and except to the extent the following requirements are modified in such Scope of Work, Contractor shall procure and maintain in force the insurance coverages hereinafter set forth in "Attachment C"

**6.2.1** All insurers must be licensed in the State in which the Project is located. City shall be named as an additional insured on all coverages obtained pursuant to Sections 6.2.2, and 6.2.2 and such policies shall be primary and non-contributory with respect to any liability coverage maintained by City. Contractor will endeavor to procure a provision in all insurance policies hereunder that coverage will not be cancelled or not renewed until at least thirty (30) days' prior written notice has been given to City. Certificates of Insurance showing such coverage to be in force shall be filed with City prior to commencement of the Work. The coverages herein specified may be modified as the Parties may agree in a Scope of Work.

**6.3 City's Insurance.**

**6.3.1** City is self-insured and a letter shall be provided in lieu of a certificate of insurance.

**6.3.2.** Any insured loss shall be adjusted with City, Contractor and any other loss payee, and made payable to City as trustee for the insureds, as their interests may appear.

**6.4 Waiver of Claims and Rights of Subrogation.**

**6.4.1 Property Damage.** City and Contractor waive all claims and other rights they may have against each other for loss of and/or damage to (a) the Project, (b) all materials, machinery, equipment, and other items used in accomplishing the Work and/or to be incorporated into the Project, while the same are in transit, at the Project site, during erection, and otherwise, and (c) all property owned by or in the custody of City and its affiliates, however such loss or damage shall occur, except such rights as they may have to the proceeds of such insurance held by City as trustee. If City is not the sole City of the Project site and all property at and adjacent thereto, City shall obtain an undertaking from the other Contractors thereof sufficient to provide to Contractor the same protection from liability for loss or damage as would be afforded to Contractor under this Agreement if City were the sole City.

**6.4.1.2 Waiver of Subrogation.** City and Contractor shall have their respective insurers waive all rights of subrogation they may have against one another for claims arising thereunder

**6.4.1.3 Endorsement.** If the policies of insurance referred to in Section 6.3.2 or Section 6.3.3 require an endorsement to provide for continued coverage where there is a waiver of subrogation, the Parties will cause them to be so endorsed.

**6.4.2 Waiver of Damages.** To the maximum extent allowed by law, (a) City and Contractor and their respective affiliates hereby waive all claims for special, incidental, punitive, consequential (whether deemed direct or indirect) damages, including loss of profits, loss of use, revenues or other economic losses or damages whether arising under contract, negligence or any other cause or combination of causes; (b) in no event will the cumulative liability of Contractor exceed the amount paid by City under this Agreement. These limitations shall apply notwithstanding any fundamental breach or failure of essential purpose of any limited remedy. The provisions of this section shall survive the termination of this Agreement or any applicable Scope of Work.

**6.5 Bonding.** In any Scope of Work, City may require Contractor to provide performance and/or payment bonds as a condition to the commencement and performance of the Work. Both such bonds shall be issued by a surety or sureties licensed in the State in which the Project is located, and must be acceptable to City, in its reasonable discretion. The cost of such bonds shall be borne by City.

## ARTICLE VII TERMINATION/SUSPENSION

### **7.1 Termination by City for Cause/ City's Right to Perform.**

**7.1.1 City's Performance.** If Contractor repeatedly and persistently fails to perform any of its obligations under this Agreement or a Scope of Work, City may, after ten (10) days' written notice, during which period Contractor fails to either perform such obligation or to commence and continue reasonable remedial measures, undertake to perform such obligations. Contractor's compensation shall be reduced by the additional cost to City, if any, of performing such obligation.

**7.1.2 Termination.** Upon ten (10) days' written notice to Contractor, during which period Contractor fails to either cure or commence and continue reasonable remedial measures, City may terminate this Agreement and all Scope of Works for any of the following reasons: i) Contractor persistently utilizes improper materials and/or inadequately skilled workers; ii) Contractor persistently fails to abide by the orders, regulations, rules, ordinances, or laws of governmental authorities having jurisdiction; iii) Contractor persistently fails to abide by the directions of City in relation to the Project including completing work at a rate not reasonably expected to facilitate completion of the

project per the Term as stated in section 1.4; or iv) Contractor otherwise materially breaches this Agreement or the terms of a Scope of Work.

**7.1.3 Payment.** Upon termination by City in accordance with Section 7.1.2, City may take possession of all Projects and complete Contractor's obligations under all Scope of Works using any reasonable means. In this event, City shall pay Contractor for all compensation earned and reimbursable expenses incurred under the applicable Scope of Work to the date of such termination, less the cost to City of any remediation required with respect to the matters resulting in such termination. City shall also pay Contractor fair compensation, either by purchase or rental at the election of City, for any equipment acquired by Contractor in connection with the Project or Projects that is retained by City. City shall further assume and become liable for obligations, commitments, and unsettled claims that Contractor has previously undertaken or incurred in good faith on behalf of City in connection with the Project(s).

**7.1.4 Bankruptcy.** If Contractor files a petition under the Bankruptcy Code, this Agreement and all Scope of Works then in effect shall terminate if Contractor or Contractor's trustee rejects this Agreement or, if there has been a default, Contractor is unable to give adequate assurance that Contractor will perform as required by this Agreement or otherwise is unable to comply with the requirements for assuming this Agreement under the applicable provisions of the Bankruptcy Code.

**7.2 Termination by City Without Cause.** If City terminates this Agreement other than pursuant to Section 7.1.2, Contractor shall be entitled to recover from City: i) payment for all compensation earned in accordance with Article IV hereof and all applicable Scope of Works; and ii) any and all reasonable demobilization costs ; and

**7.2.2** Contractor shall:

**7.2.2.1** execute and deliver to the City all papers and take all action required to assign, transfer and vest in the City the rights of the Contractor to all materials, supplies and equipment for which payment has or will be made in accordance with this Agreement ts and all Subcontracts, orders and commitments which have been made in accordance with this Agreement;

**7.2.2.2** exert reasonable effort to reduce to a minimum the City's liability for subcontracts, orders and commitments that have not been fulfilled at the time of the termination;

**7.2.2.3** cancel any Subcontracts, orders and commitments as the City directs; and

**7.2.2.4** sell at prices approved by the City any materials, supplies and equipment as the City directs, with all proceeds paid or credited to the City.

**7.2.3** Contractor shall not be paid on account of loss of anticipated profits or revenue or other economic loss arising out of or resulting from such termination.

## **7.3 Suspension/Termination by Contractor**

**7.3.1 Suspension.** If City should fail to pay Contractor within fourteen (14) days after the time a payment of any amount becomes due under a Scope of Work, then, in addition to any other remedies, Contractor may, upon five (5) days' written notice to City, withhold its performance thereunder until payment of the amount owing has been received.

**7.3.2 Termination for Cause.** Upon ten (10) days' written notice to City, Contractor may, in addition to any other rights or remedies it has, terminate this Agreement and/or the applicable Scope of Work for any of the following reasons:

**7.3.2.1** If the Work has been stopped for a thirty (30) day period by reason of: i) a court order or order of other governmental authorities having jurisdiction; ii) the declaration of a national emergency or other governmental act during which, through no fault of Contractor, materials are not available; or iii) City's failure to pay Contractor in accordance with this Agreement and/or a Scope of Work;

**7.3.2.2** If the Work is suspended by City for a period exceeding sixty (60) days;

**7.3.2.3** If City materially hinders or delays Contractor in the performance of the Work; or

**7.3.2.4** If City otherwise materially breaches this Agreement or the terms of a Scope of Work.

**7.3.3 Payment.** Upon termination by Contractor in accordance with Section 7.3.2, Contractor shall be entitled to recover from City: i) payment for all compensation earned in accordance with Article IV hereof and all applicable Scope of Works; ii) any demobilization and home office overhead costs; and iii) any other item of damage recoverable pursuant to the terms of any applicable Scope of Work. City shall further assume and become liable for obligations, commitments, and unsettled claims that Contractor has previously undertaken or incurred in good faith on behalf of City in connection with all Projects.

**7.4 Subcontractors** The Contractor shall obtain prior consent of the City before entering into subcontracts for any part of the Work.

## **7.5 Back Charges**

**7.5.1** If at any time the Contractor requests the City to do any work to assist the Contractor in any manner, City may invoice the cost of such work, and the Contractor shall make payment to the City by submitting actual payment to the City, or by indicating a credit on the very next invoice submitted to the City.

**7.5.2** Should any work done during the guarantee period require correction because of faulty workmanship or materials; or should the materials as supplied or as installed require corrective work the City shall notify the Contractor and proceed as follows:

**7.5.2.1** If the City's time schedule permits, the Contractor will be allowed to perform the corrective work and bear all costs.

**7.5.2.2** If the City's time schedule does not permit the action described above, or if the Contractor refuses or neglects to take immediate action, the City shall have the right to perform the corrective work, exercising due care to ensure the lowest possible expense, and the Contractor shall reimburse the City for the cost of the corrective work.

**7.6 Payment**

**7.6.1** Contractor shall submit a schedule of values for approval by the City. Once per month, Contractor shall submit an invoice identifying the quantity of work completed. The City shall review the invoice, verify the completion of work, and, if accepted, pay the invoiced amount less a 5% retainage.

**7.6.2** If the Contractor has made application as required above, the City shall review the amount requested and, if satisfactory, approve the Contractor's invoice for payment.

**7.6.3** No payment or partial payment made by the City to the Contractor shall be an acceptance of any work or material not in accordance with the contract documents.

**7.7 Final Payment and Release**

**7.7.1** The final payment, equal to the retainage permitted under Florida Statute 255.078 shall be withheld until acceptance of the total job.

**7.7.2** When, in the opinion of the Contractor, the work covered by this contract has been completed the Contractor shall submit a "Request for Final Payment", along with any and all documentation necessary to satisfy the City that all bills for labor, material, lands, licenses, fees, or any other expenses, have been satisfied, and a copy of the Final Report to the City. The City shall review the request, submitted documentation, and Final Report, and, if the work is acceptable to the City and the documentation is sufficient to satisfy the City of full payments by the Contractor, the City shall make payment of the retained funds to the Contractor within thirty (30) days of receipt of all the above listed documents. Upon receipt of said retained funds, the Contractor shall agree to release the City from any and all claims against the City from future claims, actions, and liens.

**7.8 Invoices** The Contractor shall submit an invoice to the City each time a payment falls due.

**7.8.1** All invoices shall be sent to City of Lakeland finance at:

City of Lakeland Finance

Accounts Payable, Mail Code: CH-AP  
cityhallap@lakelandgov.net  
228 S. Massachusetts Avenue  
Lakeland, FL 33801

With a Copy of the invoice sent to:

Raymond Hoppenworth  
Raymond.hoppenworth@lakelandgov.net  
501 E Lemon St  
Lakeland, Florida 33801

**7.8.2** City may withhold payment if the Contractor is in violation of any terms and conditions of the Contract Documents

## **7.9 Guarantees**

Material and Workmanship. The Contractor guarantees that all workmanship, materials or equipment or any components thereof which fails within a minimum of one (1) year after acceptance by the City shall be replaced by the Contractor without further cost to the City.

## **ARTICLE VIII** **DISPUTE RESOLUTION**

**8.1 Dispute Resolution.** As to any claim, controversy, disagreement or other dispute arising out of or relating to this Agreement or any Scope of Work (a “Dispute”), the Parties shall endeavor to settle such Dispute first through direct discussions and to the extent necessary elevated to senior executives, or equivalent. If not resolved by direct discussions, all Disputes shall be subject to mediation as a condition precedent to binding dispute resolution.

**8.2 Litigation.** In the event that the Parties are unable to resolve the dispute after the executive meeting described above or through mediation, either party may pursue all remedies available by law in the State of Florida. Each party irrevocably and unconditionally consents to the jurisdiction of the Federal and State courts in the State of Florida, and the venue for any action for any dispute shall be the US District Court for the Middle District of Florida in Tampa, Florida, or State courts located in Polk County, Florida. Both Parties acknowledge and agree that adequate consideration for this agreement has been provided, and neither party will have any defense to such action based on the convenience of the forum.

**8.3 Attorneys’ Fees.** For any Dispute, the substantially prevailing Party shall be entitled to an award of its attorneys’ fees.

## **ARTICLE IX** **GENERAL PROVISIONS**

**9.1    Notice.** All notices required under this Agreement shall be in writing and shall be given either by: (i) personal delivery; or (ii) a nationally-recognized overnight delivery service that provides proof of delivery addressed to the other Party at such Party's address specified below. Such address may be changed by a Party giving notice thereof in accordance with this provision.

To: City:

Mark Raiford, Purchasing Manager

City of Lakeland Purchasing Department

1140 E. Parker St

Lakeland, FL 33801

To Contractor:

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**9.2    Independent Capacity.** The Parties agree that Contractor is an independent Contractor, and that Contractor and its employees and agents, shall act in an independent capacity in the performance of this Agreement, and shall not be construed as officers, employees, or agents of City. In addition, this Agreement shall not be construed as creating any partnership or joint venture between the Parties.

**9.3    Force Majeure.** If causes beyond a Party's control delay, impair or prevent the performance of any of such Party's obligations hereunder, expressly excepting, however, the payment of money, the time for such performance shall be extended for a reasonable period of time commensurate with the time and nature of the cause. Such causes shall include, but not be limited to: changes ordered in the Work, acts or omissions of the other Party or others beyond the control of the Party whose performance is required, adverse weather conditions not reasonably anticipated, fire, unusual transportation delays, general labor disputes impacting the Work, acts of governmental agencies, or unavoidable accidents or circumstances, Hazardous Material or differing site conditions.

**9.4    Further Documents.** The Parties agree to execute and deliver all further documents and perform all further acts that may be reasonably necessary to effectuate the provisions of this Agreement.

**9.5    Governing Law.** This Agreement shall be construed in accordance with and governed by the laws of the State of Florida without regard to conflicts of laws rules.

**9.6    Severability.** The partial or complete invalidity of any one or more provisions of this Agreement shall not affect the validity or continuing force and effect of any other provision.

**9.7 No Waiver of Performance.** The failure of either Party to insist, in any one or more instances, on the performance of any of the terms, covenants or conditions of this Agreement, or to exercise any of its rights hereunder, shall not be construed as a waiver or relinquishment of such term, covenant, condition or right with respect to further performance.

**9.8 Interpretation.** The Parties agree that the following shall govern the interpretation of this Agreement:

**9.8.1** Headings and captions are for convenience of reference only and shall not affect the construction or interpretation of this Agreement.

**9.8.2** The grouping of the Articles in this Agreement and their various Sections and sub-Sections is solely for the purpose of convenient organization and in no event shall such grouping be construed to limit or alter the meaning of any provisions.

**9.8.3** The terms “herein,” “hereof” and “hereunder,” and words of similar import, refer to this Agreement as a whole and not to any particular Section, Subsection or Schedule or Attachment.

**9.8.4** The Parties have participated jointly in the negotiation and drafting of this Agreement, and no presumption or burden of proof shall arise favoring or disfavoring either Party by virtue of the authorship of any of the provisions hereof.

**9.9 Contractor Property.** All property used by Contractor in connection with the Work including equipment, tools, as-builts, designs, documentation, schematics, test equipment, software, and associated media is and shall remain the exclusive property of Contractor. City agrees not to use such property for any purpose at any time and agrees to hold Contractor harmless for the use thereof. City agrees to allow Contractor’s personnel to retrieve and to remove all such materials remaining after the Work has been completed.

**9.10 Binding Effect.** This Agreement and the Contract Documents shall inure to the benefit of, and be forever binding upon, the Parties and their respective successors, legal representatives and permitted assigns.

**9.11. Assignment.** Neither Contractor nor City shall assign their interest in this Agreement or any Scope of Work without the written consent of the other Party, except as to the assignment of proceeds. Neither Party shall assign this Agreement or any Scope of Work as a whole without the written consent of the other Party, except that City may make such an assignment to an institutional lender providing financing for the Project so long as such assignment is no less favorable to Contractor than this Agreement or the applicable Scope of Work.

**9.12 Amendment.** This Agreement may be amended, modified or supplemented only by written agreement signed by the Parties.

**9.13 Survival.** Those provisions of this Agreement that by their nature are intended to survive the termination, cancellation, completion, or expiration of this Agreement or a Scope of

Work, including, but not limited to any indemnities, expressed limitations of or releases from liability, shall continue as valid and enforceable obligations of the Parties notwithstanding any such termination, cancellation, completion, or expiration.

**9.14 Entire Agreement.** This Agreement, including all Contract Documents, constitutes the entire agreement and understanding of the Parties and supersedes all prior agreements and understandings between the Parties with respect to the subject matter hereof. Each Party acknowledges that no Party has made any promises, representations, warranties, covenants or understandings other than those expressly set forth herein.

**[Signature Page Immediately Follows]**

**IN WITNESS WHEREOF**, the Parties have executed this Agreement by their duly authorized representatives and made the same effective as of the date first set forth above.

**CITY**

By: \_\_\_\_\_

Name: H. William Mutz

Title: Mayor

Attest: \_\_\_\_\_

Name: Kelly S. Koos

Title: City Clerk

Approved as to form and correctness:

, 20 .

Palmer C. Davis, City Attorney

**CONTRACTOR**

By: \_\_\_\_\_

Name:

Title:

Attest: \_\_\_\_\_

Name:

Florida State Contractor's

License No. \_\_\_\_\_

**Attachment A**

**Scope of Work**

**ATTACHMENT B**

**Certificate of Substantial Completion**

# **City of Lakeland, FL – Smart Grid Water Meter Replacement**

## **Attachment A – Scope of Work**

### **1.1. Introduction**

RTS Water Solutions, LLC (Contractor or RTS Water) shall provide installation services to The City of Lakeland (City or COL) for the City's remaining 5/8X3/4" and 1" direct read, legacy water meters with new Neptune T-10 meters (with AMI ProCoder registers) and Sensus SmartPoints. These components (meter body, AMI register, and SmartPoint) are referred to as the "AMI meter" throughout the rest of this document.

### **1.2. Background**

The City of Lakeland is in Central Florida between Tampa and Orlando. As a municipality, Lakeland has already installed the Sensus AMI infrastructure, a fixed tower network and the associated software and hardware related to a complete Sensus AMI system. The City's Electric department (Lakeland Electric) has fully deployed about 135,000 electric AMI meters.

The City's Water department has almost 63,600 meters in the field with roughly 23,000 having already been changed out with new water AMI meters. The City is currently billing all converted electric and AMI water meters using readings captured by these AMI meters.

RTS Water shall provide installation services to The City's Water department that will assist in changing out the 5/8X3/4" and 1" direct read, legacy meters with new AMI meters. The Water Utility has used Neptune meters for years and will continue to install their Neptune T-10 meter with an AMI ProCoder Register. These will be hard wired to the Sensus SmartPoint using 3M Scotchloks and a secondary gel filled tube to ensure a watertight connection. The City reserves the right to change meter manufacturers, meter/register types and wiring or connection methods if needed due to supply chain issues, reliability issues or other reasons.

RTS Water will work closely with City of Lakeland, FL to review the current Lakeland mailing process and recommend any changes. Lakeland will continue to manage the mailings with a separate notification from the customer's bill as it has been determined that customer pay closer attention to these opposed to a bill stuffer type mailing. These mailings will be sent out by Lakeland, providing at least three-weeks' notice to each customer prior to the orders being created and made available for RTS Water to begin meter replacements in each area.

RTS Water Solutions', LLC ability to begin work is predicated on Customer Account Data being provided to RTS Water in a timely manner. Customer Account Data are utilized in construction of the Workorder Management System utilized by RTS Water in completing the Scope of Work (SOW) of this contract. It is understood that any stated consecutive calendar day project duration does not begin to count until, at a minimum, two weeks after RTS Water has received Customer Account Data from City of Lakeland, FL.

The City will conduct detailed discussions with RTS Water to outline and document the data requirements needed by RTS Water, the data requirements for returning data back to the City, as well as the timing of each data transfer. These requirements and the subsequent documentation will be mutually agreed to by both parties and become part of this agreement. Updates will be managed as needed and mutually agreed to throughout the project.

### 1.3. Technical Scope of Work

General Scope of Work Table

Item	Description	QTY	UoM	Year 1 Unit Price	% Annual Increase (If any)**
4.1	5/8X3/4" AMI Meter replacement	34,000	EACH	\$51.92	<b>Up to 3.5%</b>
4.1	1" AMI Meter replacement	2,900	EACH	\$51.92	<b>Up to 3.5%</b>
4.2	Meter Box Lid Only Replacement	19,000	EACH	\$2.19	<b>Up to 3.5%</b>
4.3	Meter Box Replacement	15,000	EACH	\$43.71	<b>Up to 3.5%</b>
4.4	Remove a Riser	10,000	EACH	\$7.29	<b>Up to 3.5%</b>
4.5	Install a Riser	2,000	EACH	\$15.24	<b>Up to 3.5%</b>
4.6	Trip Charge where no meter replacement occurred	400	EACH	\$14.57	<b>Up to 3.5%</b>
4.7	Monthly Project Management	48	Monthly	\$18,433.32	<b>Up to 3.5%</b>
5.0	OPTIONAL ITEM – Service Line Material for both the Customer Side and the Utility side of the meter	36,900	EACH	\$10.20	<b>Up to 3.5%</b>

\*\* annual increase shall be equal to either the CPI increase for the previous year or 3.5%, whichever value is smaller. If the CPI increase is negative, the annual increase on this contract will be 0%.

Additional work beyond scope items already agreed to will be priced on a Time & Material (T&M) rate of \$105 per hour plus material at cost +15%

The Unit Pricing is based on being awarded the entire project at the quantities as bid. Unit pricing includes fixed general conditions costs that are allocated throughout the entirety of the scope. See Attachment 2 for any equitable adjustment amounts related to scope reduction to recapture fixed general condition costs. As mentioned in the RFP, it is expected that there will be a reduction in the quantities installed by RTS Water as Lakeland will continue to replace damaged or failed legacy meters over the life of this project.

All products to be provided to RTS Water will be provided at a minimum of 1,000 meter assemblies per month to allow for the uninterrupted installation of all meters targeted for upgrade. Should the City fail to provide sufficient quantities of 1,000 assemblies per month, RTS will demobilize and remobilize per the costs listed in items 4.8 and in the table above.

Materials to be provided by the City of Lakeland, FL:

- 5/8" x 3/4" Neptune T-10 AMI Water Meters with ProCoder Register or another mutually agreed upon meter and AMI register
- 1" Neptune T-10 AMI Water Meters with ProCoder Register or another mutually agreed upon meter and AMI register
- Sensus SmartPoint MTUs
- 3M Scotchlocks and a secondary gel filled tubes for SmartPoint wiring connections

- Trenching conduit for dual port MTU applications
- Meter Boxes and Lids
- Riser installation materials

#### **1.4. Project Requirements and Issue Resolution**

This SOW document is designed to be an overview of the project. Due to the details related to the overall project, every requirement is not included here. The RFP and all addendums should be considered an extension of the SOW that lists all the City's objectives and requirements for this project and is considered a direct extension of this SOW. Should there be any questions or conflict during this project, both the City and RTS Water agree to use this SOW, the RFP (including all addendums) and the RTS Water RFP response as a framework for project requirements to address and resolve those issues in good faith. Details related to each issue and their resolution will be documented and added to the project documentation.

#### **Item 4.1. 5/8"x3/4" and 1" AMI Meter Replacement Technical Scope of Work**

- I. RTS Water shall install water meters and endpoints per the Meter Installation Process (Attachment 1).
- II. Trenching for dual port MTUs in hardscape (Examples: concrete or asphalt) applications where the distance between two-meter boxes is greater than 2 feet will be subject to additional charges based on time and material rates. Trenching up to 10 feet between boxes in softscape (Examples: grass, flower beds, etc.) is included in the Unit Cost above. Conduit and dual port SmartPoint devices will be installed in each of these trenching scenarios.
- III. RTS Water will repair any service lines within 12" of meter pit if damage was caused by RTS Water negligence. This does not include compression couplings on a pressurized line or faulty plumbing. Leaks not repaired by RTS Water will be immediately reported to City staff for prompt repair.
- IV. Installation details shall be documented utilizing Ensight+ Work Order Management System. Up to three (3) User IDs for the City of Lakeland staff's use shall be provided. Additional User IDs may be provided at an additional cost. See Attachment 3 for details on these additional costs. This work order management system will allow RTS Water to capture of the following details:
  - 1) The City of Lakeland's work order number (pre-populated)
  - 2) RTS Water work order number (pre-populated) - If different than the City of Lakeland's work order number
  - 3) Location Number (pre-populated) – This is a unique City ID number assigned to each service address
  - 4) Service Address (pre-populated)
  - 5) Service Type (pre-populated) – This will be limited to WATER or WAIRG (Water Irrigation)
  - 6) Legacy Meter Number (pre-populated)
  - 7) Legacy Pull Reading – the reading on the meter when it was removed from the field.
  - 8) New Meter Body ID – This is the ID number engraved on the new AMI meter body.
  - 9) New AMI Register ID – This is the ID number engraved on the new AMI register.

- 10) SmartPoint ID – This is the ID number on the Sensus Transmitter that matches the specific port that the AMI register was connected to.
- 11) Port Number – Related to the SmartPoint ID used in the installation. A Sensus SmartPoint is a single port device (with only Port 1) or a dual port device with two SmartPoint ID numbers (one for Port 1 and a second ID for Port 2)
- 12) New Meter Reading – This is the Installation reading for the meter that was installed.
- 13) Latitude and Longitude – for the physical location of the meter pit – this will be captured using Ensite+ location services providing location accuracy within 3-5 meters (5 decimal point resolution)
- 14) SNR – Signal to Noise Ratio captured during the activation of the new AMI meter.
- 15) Installer ID – a unique ID that reflects the employee that completed the change out.
- 16) Date and Time that the Installation was completed.
- 17) Photo documentation of pre-installation and post-installation conditions
- 18) Comments – any comments that were captured while onsite completing the change out.
- 19) Any issues where the City of Lakeland may need to follow-up on after the change out is completed.
- 20) Resolution – This will reflect whether the change out was successful and completed in its entirety or if there are issues that need to be resolved by City of Lakeland staff.

**Item 4.2.        Meter Box Lid Only Replacement Technical Scope of Work**

- I. During meter installation, if RTS Water determines that existing lid is damaged or incompatible with AMI endpoint installation, meter box lid shall be replaced with an equivalent AMI compatible meter box lid (provided by CoL in advance of meter deployment).
- II. Disposal of legacy meter box lid shall be handled by the City when RTS Water returns it to the proper location.
- III. In the event replacement lid does not properly fit existing meter box, then RTS Water shall also complete a meter box replacement per Item 4.3 scope of work. In the event this happens the City will only be charged for a complete meter box replacement – item 4.3 scope of work.

**Item 4.3.        Meter Box Replacement/Reset Technical Scope of Work**

- I. During meter installation, if RTS Water determines that existing meter box is damaged or incompatible with new AMI compatible lid, meter box shall be replaced with an equivalent meter box (provided by CoL in advance of meter deployment).
- II. Disposal of legacy meter boxes shall be handled by the City when RTS Water returns it to the proper location.
- III. Box replacements in hardscape (concrete or asphalt) applications will be returned to the City to complete the meter box replacement.
- IV. Resetting, or releveling, of meter boxes to finished grade shall be charged at the same rate as box replacement.

**Item 4.4.        Remove a Riser Technical Scope of Work**

- I. During meter installation, it may be identified that a riser is being used to position the legacy meter at a capable read height. If RTS Water determines that riser will need to be removed to accommodate the positioning of the new AMI water meter, riser shall be removed.
- II. Disposal of legacy risers shall be handled by the City when RTS Water returns it to the proper location.

**Item 4.5.        Install a Riser Technical Scope of Work**

- I. During meter installation, it may be identified that existing meter positioning is too low to accommodate new meter installation. If RTS Water determines that a riser will be needed to raise the positioning of the new AMI water meter, a new riser (provided by City of Lakeland) shall be installed.

**Item 4.6.        Trip Charge where no meter replacement occurred Technical Scope of Work**

- I. Over the duration of the project, some service locations may be returned to City of Lakeland, FL for repair (RTU) if the meter service is deemed “inaccessible.” See examples below. RTU orders will be completed by the City as part of the issue resolution. The RTU Water order will be completed with an unsuccessful resolution and indicate the specific issue that prevented the change out. A TRIP FEE as quoted in RFP response will not be charged in these instances, and this account will be removed from the targeted install list for RTS Water.

II. “Inaccessible” is generally defined as a meter service location that is in a condition that prevents the removal of the existing meter and installation of a new meter using reasonable installation techniques. Conditions that may cause a meter to be classified as “inaccessible” include (but are not limited to):

- a. Locations where a faulty valve prevents RTS Water from shutting off the water to the facility. A faulty shut off valve would be considered a pre-existing condition that would prevent RTS Water from replacing the meter.
- b. Meters where City of Lakeland, FL’s customer prevents RTS Water from accessing the meter.
- c. If it is determined that attempting a meter install will result in failure of the service line. In each of these “inaccessible” situations, each order would be returned to City of Lakeland, FL for repair and completion of the change out.

Locations where the meter flange or coupling is located outside of the meter pit and Locations that cannot be reached and require that the lid ring and/or meter pit to be removed, will result in the meter pit being dug up and repositioned to properly position the new AMI meter, couplings, meter flange, and curb stop within the pit.

#### **Item 5.0.           Optional Item – Service Line Material Survey Technical Scope of Work**

- I. During meter installation, RTS Water shall perform a service line material survey of both customer side and city side water supply piping.
- II. This survey shall only be conducted of visible piping within the meter box. External digging shall be subject to an additional charge equivalent to a box replacement cost.
- III. Details of line survey shall be included in Ensight+ Work Order Management System to allow for a cohesive identification of all meter survey and data exchange details.
- IV. This data will also be extracted out of Ensight+ and sent back to the City periodically throughout the project. The data included in this extract and the frequency will be detailed and documented as the data exchange requirements are developed.

## **Appendix 1 – Meter Installation Process**

1. Arrive at the Service Address, park in a safe location, turn on the vehicles hazard lights, strobe light, and place a cone near the vehicle as needed, locate the meter, access the site to compile a replacement plan. This initial assessment will include:
  - a. Take a picture of the meter box to show the installed legacy meter and the surrounding area.
  - b. Evaluate the existing meter pit:
    - i. Evaluate the area to determine if there are any indications that would reflect other services located in the area like: cable boxes, telephone boxes, fiber, etc. Note those locations to prevent any damages to those other underground utility assets.
    - ii. Does the box need to be cleaned out to provide proper access to the service line and remove the meter?
    - iii. Does the existing meter box need to be replaced with a new meter box?
    - iv. Does the existing meter box or a new meter box need to be raised or lowered so it is left at finished grade when the change out is completed?
    - v. Are there risers installed on the legacy meter?
      1. Will those risers need to be removed or left installed on the new AMI meter?
    - vi. Determine if this location will require a single port or a dual port SmartPoint.
    - vii. Will this require trenching between two boxes in a dual port installation: two boxes 10 feet or less apart in softscape or two boxes 2 feet or less apart in hardscape.
  - c. Contact the customer to inform them they will experience a short interruption of service while you change out their meter. This is especially important if the meter is reflecting active consumption. If needed, the replacement may need to be rescheduled with the customer.
  - d. Prepare to change out the meter:
    - i. Clean out the existing meter box of all water, dirt and/or debris or remove the old box and prepare for a new box by digging around the area. Be careful to reuse as much grass and soil when backfilling area.
    - ii. Retrieve the appropriate material for the change out: new box, lid, AMI meter components, washers, tools, etc. and stage them for replacement.
  - e. Turn-off the water service at the curbstop.
  - f. Remove the legacy meter with approved techniques and tools.
  - g. Install the new City furnished meter, AMI register, and SmartPoint with approved techniques and tools.
  - h. Turn-on the water service at the curbstop. Note: If the meter was inactive when you arrived, leave the meter inactive when finished. This will be important as some meters will be turned off but still need to be converted to AMI meters.
  - i. Check for leaks and repair or contact the City's Water Distribution as needed.
  - j. Flush the service line at the closest hose bib or flush valve on the customer's service. Inform the customer their water has been restored if needed. Place a door hanger on their door if no one is there. Wire the components together and activate the new meter.
  - k. Reset the meter box. Making sure the box does not apply downward pressure on the service-line. Ensure the meter box is set to the proper elevation to ensure there are no safety issues due to its finished height. The lid must close completely and sit level with the finished grade of the surrounding area when the Smart Point is installed, and the lid is closed. This will typically require adjusting the box placement to allow for a proper fit.

1. Backfill around the meter box and compact the soil as needed. Restore any grass, shrubbery and/or mulch. Remove any extra soil that is not needed at the location. Prepare to leave the area in an equal or better condition than that which existed prior to installation.
- m. Check for leaks again to ensure the connections are leak free.
- n. Wire the SmartPoint to the water meter register according to the wiring diagram.
- o. Place the SmartPoint in the meter box lid and take a picture of the completed installation with the meter box lid beside the meter pit and the AMI register cap opened to show the meter display.
- p. Activate the new AMI meter according to the activation instructions used with a Sensus Command Link and a Sensus SmartPoint with the Sensus Field Logic Tools software. The Activation MUST occur at the meter pit to capture the correct Latitude and Longitude values for the meter's location.
- q. When the activation is completed successfully, place the 3M Stochlok connectors in the secondary gel tube for additional waterproofing layer.
- r. Record the reading (from the meter removed and the meter installed), all component ID numbers, Latitude and Longitude, SNR (Signal to Noise Ratio) value, and any other data needed to complete the changeout on the work order.
- s. Pick up tools and equipment
- t. Place the removed legacy meter back in the cardboard meter box so it can be returned to the City of Lakeland. Label the outside of the box with the legacy meter number and address that it was removed from.
- u. Remove and return any trash, removed material, and the old legacy meter back to the City's approved location and sort into the correct location for disposal or storage. The legacy meter should be placed in a box and labeled with the meter numbers within the box. The City will store these for a period of time in case there are any questions, and the old legacy meter needs to be reviewed to answer any questions.
- v. Capture a picture of the installed meter and box after all restoration has been completed. After the area has been cleaned up and all equipment and tools are collected, leave the area safely and move to the next address.

## **Appendix 2 – Equitable Adjustment Amounts Related to Scope Reduction**

The following table reflects the equitable adjustment amounts related to scope reduction to recapture fixed general condition costs.

<b>Tiered Scope Completion Equitable Adjustments</b>	<b>Net meter Locations Completed within Scope of Work</b>	<b>UoM</b>	<b>Equitable adjustment per Location Completed</b>	<b>Equitable Adjustment Total</b>
90% of Total Scope Volume Installed by RTS Water Solutions	>33,210	Unit	\$0.00	\$0
85-89% of Total Scope Volume Installed by RTS Water Solutions	32,841	Unit	\$0.78	\$25,577
80-84% of Total Scope Volume Installed by RTS Water Solutions	30,996	Unit	\$1.30	\$40,233
75-79% of Total Scope Volume Installed by RTS Water Solutions	29,151	Unit	\$1.69	\$49,189
70-74% of Total Scope Volume Installed by RTS Water Solutions	27,306	Unit	\$2.60	\$70,886

## ***Appendix 3 – Ensight+ User License Cost***

### **Ensight+ Additional User IDs (3 included in base pricing)**

<b># of Ensight+ Unique User IDs for City of Lakeland, FL</b>	<b>Number of Months</b>	<b>Additional User License Fee per Month</b>	<b>Additional User License Fee Total for Project</b>
3	48	Included in base bid	\$0
4	48	\$135.00	\$6,480
5	48	\$135.00	\$12,960
6	48	\$130.00	\$18,720
7	48	\$130.00	\$24,960