

## SOFTWARE CONTRACT

**THIS CONTRACT** made and entered into this \_\_\_\_\_ day of \_\_\_\_\_, \_\_\_\_\_ by and between Ferguson Enterprises, Inc., hereinafter referred to as “**CONTRACTOR**,” whose mailing address is 3697 Interstate Park Rd. S, Riviera Beach, FL 33404 and City of Riviera Beach Utility Special District, a special district created by the municipality organized under the laws of the State of Florida (hereinafter referred to as the “**OWNER**” or “**DISTRICT**”), whose address is 600 West Blue Heron Boulevard, Riviera Beach, Florida, 33404.

In consideration of the mutual covenants and promises set forth herein, the parties to this Contract do hereby agree as follows:

1. The DISTRICT agrees to purchase a fully-functional Advanced Metering Infrastructure (AMI) system as shown in “Exhibit A – Host Server Software Pricing” and from the CONTRACTOR to be installed by CONTRACTOR. The CONTRACTOR's responsibility under this Contract is to furnish all Host Server Software, for completing specific tasks as identified in “Exhibit B – Material Scope of Work” and more specifically set forth in Ferguson Enterprises, Inc. Proposal, dated August 01, 2016, attached as Exhibit “D”. The specifications for the project are more specifically set out in the Request for Proposal (RFP) No. 758-16 & Addendums I through VI documents attached as Exhibit “E”.

2. CONTRACTOR agrees to be bound by all the terms and conditions as set forth in the RFP 758-16 and Addendums I through V.

3. To the extent that there exists a conflict between the RFP and this Contract, the terms, conditions, covenants, and/or provisions of this Contract shall prevail. Wherever possible, the provisions of such documents shall be construed in such a manner as to avoid conflicts between provisions of the various documents.

4. Delivery of materials for Work must begin within ten calendar days from the date of receipt of official notice to proceed and shall be carried on at a rate to insure the project's full completion within 270 days from the date of official notice to proceed, the rate of progress and time of completion being essential conditions of this Contract.

5. If the contract Host Server Software necessary for the work is not fully complete according to the terms of this Contract within the limits herein stipulated, the CONTRACTOR shall pay the DISTRICT, not as a penalty, but as liquidated damages, a sum equal to two hundred fifty dollars (\$250) for each day elapsing between expiration of such time limit and the date of full completion, providing, however, that the time limits herein stated are subject to extension without payment of damages, as provided in section 21, herein.

6. The DISTRICT agrees to compensate the CONTRACTOR in the amount of Seventy Seven Thousand Two Hundred Two Dollars Twenty Cents (\$77,202.20), for total quantity and cost of items as set forth in more detail in Exhibit “A”. The total and cumulative amount of this contract shall not exceed the amount of funds annually budgeted for these services. The DISTRICT shall not reimburse the CONTRACTOR for any travel costs incurred as a direct result of the CONTRACTOR providing deliverables to the DISTRICT in pursuance of the scope of work contained in herein or in an exhibit.

7. This Contract may be terminated by either party with or without cause upon thirty (30) days prior written notice. In the event that the DISTRICT terminates this Contract, for any reason whatsoever, the CONTRACTOR understands and agrees that it shall not receive any further compensation beyond the termination date. This shall be true even where there are remaining months under the terms of this Contract.

8. CONTRACTOR hereby represents that it has complied and shall continue to comply with all applicable Federal and State statutes and local ordinances. Further, CONTRACTOR shall be solely responsible for obtaining and complying with all necessary permits, approvals and authorizations, required for the work to be performed pursuant to the terms of this Contract from any federal, state, regional, county, or DISTRICT agency.

9. The CONTRACTOR represents that it has, or will secure at its own expense, all necessary personnel, equipment and materials required to perform the services under this Contract. Such personnel shall not be employees of or have any contractual relationship with the DISTRICT.

10. All of the services required hereunder shall be performed by the CONTRACTOR or under its supervision, and all personnel engaged in performing the services shall be fully qualified and, if required, authorized or permitted under state and local law to perform such services. All of the CONTRACTOR's personnel (and all Subcontractors) while on DISTRICT premises will comply with all DISTRICT requirements governing conduct, safety and security.

11. The CONTRACTOR agrees that it is fully responsible to the DISTRICT for the acts and omissions of subcontractors and of persons either directly or indirectly employed by the CONTRACTOR. Nothing contained herein shall create any contractual relationship between any subcontractor and the DISTRICT.

12. All notices required in this Contract shall be sent by certified mail, return receipt requested, and if sent to the DISTRICT shall be mailed (and emailed) to:

Willie Horton, Special Utility District Executive Director  
DISTRICT of Riviera Beach Special Utility District  
600 W. Blue Heron Boulevard  
Riviera Beach, FL 33404

The primary representative/liasion during the performance of this Contract shall be Sylvia Kemp, Customer Service Manager, Utility Billing, telephone no. 561-845-4046, email address [skemp@Rivierabch.com](mailto:skemp@Rivierabch.com). The secondary representative/liasion during the performance of this Contract shall be Randy Sherman, Director of Finance & Administrative Services, telephone no. 561-845-4040, email address [rsherman@Rivierabch.com](mailto:rsherman@Rivierabch.com).

and if sent to the CONTRACTOR shall be mailed (and emailed) to:

Ben Jacobs, Ferguson AMI Specialist  
Ferguson Enterprises, Inc.  
3697 Interstate Park Rd. S  
Riviera Beach, FL 33404

The CONTRACTOR representative/liasion during the performance of this Contract shall be **Ben Jacobs** telephone no. 561-386-8541, email address [benjamin.jacobs@ferguson.com](mailto:benjamin.jacobs@ferguson.com)

13. The DISTRICT is exempt from payment of Florida State Sales and Use Taxes. The DISTRICT will sign an exemption certificate submitted by the CONTRACTOR. The CONTRACTOR shall not be exempted from paying sales tax to its suppliers for materials used to fulfill contractual obligations with the DISTRICT, nor is the CONTRACTOR authorized to use the DISTRICT's Tax Exemption Number in securing such materials.

14. Prior to execution of this Contract by the DISTRICT the CONTRACTOR shall provide certificates evidencing insurance coverages as required hereunder. All insurance policies shall be issued by companies authorized to do business under the laws of the State of Florida. The Certificates shall clearly indicate that the CONTRACTOR has obtained insurance of the type, amount, and classification as required for strict compliance with this ARTICLE and that no material change or cancellation of the insurance shall be effective without thirty (30) days prior written notice to the DISTRICT's representative. Compliance with the foregoing requirements shall not relieve the CONTRACTOR of its liability and obligations under this Contract.

15. The CONTRACTOR shall maintain, during the life of this Contract, commercial general liability, including contractual liability insurance in the amount of \$500,000 per occurrence to protect the CONTRACTOR from claims for damages for bodily and personal injury, including wrongful death, as well as from claims of property damages which may arise from any operations under this Contract, whether such operations be by the CONTRACTOR or by anyone directly employed by or contracting with the CONTRACTOR.

16. The CONTRACTOR shall maintain, during the life of this Contract, comprehensive automobile liability insurance in the minimum amount of \$500,000 combined single limit for bodily injury and property damages liability to protect the CONTRACTOR from claims for damages for bodily and personal injury, including death, as well as from claims for property damage, which may arise from the ownership, use, or maintenance of owned and non-owned automobiles, including rented automobiles whether such operations be by the CONTRACTOR or by anyone directly or indirectly employed by the CONTRACTOR.

17. The CONTRACTOR shall maintain, during the life of this Contract, adequate Workers' Compensation Insurance and Employer's Liability Insurance in at least such amounts as are required by law for all of its employees per section 440.02, Florida Statutes.

18. All insurance, other than Professional Liability and Workers' Compensation, to be maintained by the CONTRACTOR shall specifically include the DISTRICT as an "Additional Insured."

19. The CONTRACTOR shall indemnify and save harmless and defend the DISTRICT, its agents, servants, and employees from and against any and all claims, liability, losses, and/or causes of action which may arise from any negligent act or omission of the CONTRACTOR, its agents, servants, or employees in the performance of services under this Contract.

20. The CONTRACTOR further agrees to indemnify, save harmless and defend the DISTRICT, its agents, servants and employees from and against any claim, demand or cause of action of whatsoever kind or nature arising out of any conduct or misconduct of the CONTRACTOR not included in the paragraph above and for which the DISTRICT, its agents, servants or employees are alleged to be liable. Nothing contained in this provision shall be construed or interpreted as consent by the DISTRICT to be sued, nor as a waiver of sovereign immunity beyond the waiver provided in section 768.28, Florida Statutes.

21. The CONTRACTOR shall not be considered in default by reason of any failure in performance if such failure arises out of causes reasonably beyond the control of the CONTRACTOR or its subcontractors and without their fault or negligence. Such causes include, but are not limited to: acts of God; natural or public health emergencies; labor disputes; freight embargoes; and abnormally severe and unusual weather conditions. Upon the CONTRACTOR's request, the DISTRICT shall consider the facts and extent of any failure to perform the work and, if the CONTRACTOR's failure to perform was without it or its subcontractors fault or negligence, as determined by the DISTRICT, the Contract Schedule and/or any other affected provision of this Contract shall be revised accordingly; subject to the DISTRICT's rights to change, terminate, or stop any or all of the work at any time. If the CONTRACTOR is delayed at any time in the process of the work by any act or neglect of the DISTRICT or its employees, or by any other contractor employed by the DISTRICT, or by changes ordered by the DISTRICT or in an unusual delay in transportation, unavoidable casualties, or any causes beyond the CONTRACTOR's control, or by delay authorized by the Engineer pending negotiation or by any cause which the Engineer shall decide justifies the delay, then the time of completion shall be extended for any reasonable time the DISTRICT may decide. In the case of continuing cause of delay, only one (1) claim is necessary.

22. The CONTRACTOR does not have the power or authority to bind the DISTRICT in any promise, Contract or representation other than as specifically provided for in this Contract.

23. The DISTRICT reserves the right to make changes in the scope of work, including alterations, reductions therein or additions thereto. Upon receipt by the CONTRACTOR of the DISTRICT's notification of a contemplated change, the CONTRACTOR shall, in writing: (1) provide a detailed estimate for the increase or decrease in cost due to the contemplated change, (2) notify the DISTRICT of any estimated change in the completion date, and (3) advise the DISTRICT if the contemplated change shall effect the CONTRACTOR's ability to meet the completion dates or schedules of this Contract. If the DISTRICT so instructs in writing, the CONTRACTOR shall suspend work on that portion of the work affected by a contemplated change, pending the DISTRICT's decision to proceed with the change.

24. If the DISTRICT elects to make the change, the DISTRICT shall initiate a Contract Amendment and the CONTRACTOR shall NOT commence work on any such change until such written amendment is signed by the CONTRACTOR and approved and executed by the DISTRICT Manager for the DISTRICT.

25. All materials to be furnished and installed by the CONTRACTOR under this Contract shall be guaranteed by the manufacturer, Mueller Systems, per the manufacturer's stated warranty. THE DISTRICT'S SOLE AND EXCLUSIVE WARRANTY IS THAT PROVIDED BY THE PRODUCT'S MANUFACTURER. CONTRACTOR HEREBY DISCLAIMS ALL EXPRESSED OR IMPLIED WARRANTIES, WHETHER IMPLIED BY OPERATION OF LAW OR OTHERWISE, INCLUDING, WITHOUT LIMITATION, ALL IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS OR FITNESS FOR A PARTICULAR PURPOSE. All work to be furnished by the CONTRACTOR under this Contract shall be guaranteed by the CONTRACTOR for a period of one year from the date of final acceptance thereof by the DISTRICT.

26. The CONTRACTOR shall continuously maintain adequate protection of all work from damage, and shall protect such work and the DISTRICT' property from injury or loss arising during the term of the Contract. Except for any such damage, injury, or loss which may be directly due to errors caused by the DISTRICT or employees of the DISTRICT, the CONTRACTOR shall adequately protect adjacent property, as provided by the law, and shall provide guard fences, lights, and any other necessary materials to carry out such protection.

27. Until acceptance of the work by the DISTRICT, the DISTRICT's property shall be under the charge and care of the CONTRACTOR and the CONTRACTOR shall take every necessary precaution against injury or damage to the work by the action of elements or from any other cause whatsoever, and the CONTRACTOR shall repair, restore and make good, without additional charge any work occasioned by any of the above causes before its completion and acceptance by the DISTRICT.

28. This Contract and any dispute, disagreement, or issue of construction or interpretation arising hereunder whether relating to its execution, its validity, the obligations provided herein, performance or breach shall be governed and interpreted according to laws of the State of Florida. Any and all legal action necessary to enforce the Contract will be held in Palm Beach County.

29. No remedy herein conferred upon any party is intended to be exclusive of any other remedy, and each and every such remedy shall be cumulative and shall be in addition to every other remedy given hereunder or now or hereafter existing at law or in equity or by statute or otherwise. No single or partial exercise by any party of any right, power, or remedy hereunder shall preclude any other or further exercise thereof.

30. All parties shall be responsible for their own attorneys fees, court costs and expenses if any legal action or other proceeding is brought for any dispute, disagreement, or issue of construction or interpretation arising hereunder whether relating to the Contract's execution, validity, the obligations provided therein, or performance of this Contract, or because of an alleged breach, default or misrepresentation in connection with any provisions of this Contract.

31. Time is of the essence in all respects under this Contract.

32. Failure of the DISTRICT to enforce or exercise any right(s) under this Contract shall not be deemed a waiver of DISTRICT's right to enforce or exercise said right(s) at any time thereafter.

33. The CONTRACTOR shall comply with Florida Public Records Act, Chapter 119, Florida Statutes, and if determined to be acting on behalf of the DISTRICT as provided under section 119.011 (2), Florida Statutes, specifically agrees to:

- a) Keep and maintain public records that ordinarily and necessarily would be required by the OWNER in order to perform the service.
- b) Upon request from the DISTRICT's custodian of public records or designee, provide the DISTRICT with a copy of the requested records or allow the records to be inspected or copied within a reasonable time at a cost that does not exceed the cost provided in Chapter 119, Florida Statutes, or as otherwise provided by law.
- c) Ensure that public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by law for the duration of this Contract and following completion of this Contract if the Contractor does not transfer the records to the DISTRICT.

- d) Upon completion of this Contract, transfer, at no cost, to the DISTRICT all public records in possession of the Contractor or keep and maintain public records required by the DISTRICT to perform the service. If the Contractor transfers all public records to the DISTRICT upon completion of the Contract, the Contractor shall destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. If the Contractor keeps and maintains public records upon completion of the Contract, the Contractor shall meet all applicable requirements for retaining public records. All records stored electronically must be provided to the DISTRICT, upon request from the DISTRICT's custodian of public records or designee, in a format that is compatible with the information technology systems of the DISTRICT.

**IF THE CONTRACTOR HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THE CONTRACTOR'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS CONTRACT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS OR DESIGNEE AT CLAUDENE L. ANTHONY, CMC, DISTRICT CLERK, TELEPHONE NUMBER 561-849-3419, EMAIL CROBINSON@RIVIERABCH.COM, OFFICE OF THE DISTRICT CLERK, 600 W. BLUE HERON BLVD. RIVIERA BEACH, FLORIDA 33404.**

34. In accordance with Palm Beach County ordinance number 2011-009, the CONTRACTOR understands that this Contract may be subject to investigation and/or audit by the Palm Beach County Inspector General. The CONTRACTOR has reviewed Palm Beach County ordinance number 2011-009 and is aware of its rights and/or obligations under such ordinance. The contractor further understands and agrees that in addition to all other remedies and consequences provided by law, the failure of the contractor or its subcontractors to fully cooperate with the Inspector general when requested may be deemed by the DISTRICT to be a material breach of this Contract justifying its termination.

35. This Contract is subject to any and all applicable conflict of interest provisions found in the DISTRICT procurement ordinance (4010), the Palm Beach County Code of Ethics and Ch. 112, Part III, Florida Statutes. During the term of this Contract and any renewals or extensions thereof, the CONTRACTOR shall continue to disclose to the DISTRICT any possible conflicts of interests. The CONTRACTOR's duty to disclose is of a continuing nature and any conflict of interest shall be immediately brought to the attention of the DISTRICT.

36. PAYMENT

APPLICATIONS FOR PAYMENT. The Owner has agreed to pay in accordance with the terms of this Contract after submission of a pay application reflecting the amount of Work completed as of the date the application for payment is submitted and including invoice for work performed and materials and equipment provided for the previous pay period and lien waivers for prior payments. Contractor will bill and Owner agrees to pay for equipment, including meters, radios and AMI equipment, based on prices set forth on Contractor's quotation upon delivery to Owner's warehouse if applicable. Contractor will bill and Owner agrees to pay monthly for labor charges at the unit prices set forth on Contractor's quotation. If any additional work beyond a standard meter installation (as defined in "Exhibit B - Installation Scope of Work" attached hereto) is required due to the condition of existing pipe or meter connections, such work shall be completed on a time and material basis if approved by the Owner. In the event Owner does not approve such additional work then Contractor shall not complete the installation of such meter and shall not bill the Owner the installation charge for such meter.

- a) The Owner may withhold payment in whole or in part to protect the Owner from loss because of: 1) The Contractor's default or failure to perform any of its obligations under the Contract Documents, including but not limited to failure to provide sufficient skilled workers; 2) Work, including equipment or materials, which is defective or otherwise does not conform to the Contract Documents; 3) The filing of third party claims, or reasonable evidence that third party claims have been or will be filed; 4) The Work has not proceeded to the extent

set forth in the application for payment; 4) The failure of the Contractor to make payments to its Subcontractors; and/or 5) Liens filed or reasonable evidence indicating the probable filing of such liens.

- b) The Owner will pay the Contractor within 30 days after receipt of the Contractor's payment application, if the payment application has been properly submitted on a timely basis and is accompanied by all the required documentation to verify completed work.

37. PERFORMANCE BOND.

- a. AMOUNT OF PAYMENTS. The amount of the payments to the Contractor shall be determined in accordance with the following paragraphs:
- b. Contractor shall be required to provide City with Payment and Performance Bonds, each in the amount of one hundred (100%) percent of the Contractor's total Contract Price, as evidence of faithful performance of this Agreement. Upon execution of this Agreement, the Contractor shall have ten (10) business days to provide the Payment and Performance Bonds to the City, at which time Contractor's Proposal Security shall be returned to Contractor. If the Payment and Performance Bonds are not delivered to City within the stipulated time frame, Contractor shall be considered in default of this Agreement, and City shall have the right to cancel the Agreement and utilize the proceeds from the Contractor's Proposal Security to pay for expenses incurred by City as a result of such default.

Contractor is responsible for recording the Payment and Performance Bonds in the public records of Riviera Beach. Contractor shall deliver two (2) certified copies of the Bonds as recorded by the Clerk of Court.

The Bonds shall be in the form prescribed in Section 255.05 Florida Statutes. The rating of the surety company shall be rated A.M. Best's Rating of A-, VI or better. The surety company executing the Bonds must be authorized to transact business in the State of Florida. Attorney-in-Fact who signs the Bonds must file with each Bond a certified and effective date copy of their Power of Attorney. The Bonds must show the name, address and phone number of Contractor, Surety Company and County. Furthermore, the Bonds must indicate the Proposal Number, a general description of the project, and the address of the Project Site.

- c. PAYMENTS. Payments under the Contract shall be made at the rate of 100% of the amount set forth in the Contractor's payment application and approved by the Owner.
- d. DOCUMENTATION. Upon request, the Contractor immediately shall supply the Owner with such information as may be requested so as to verify the amounts due to the Contractor.
- e. FINAL PAYMENT.
- i. The final application for payment shall be itemized, and the Contractor shall ensure that the final application for payment shall contain one copy of each of the following documents, if not previously delivered to the Owner: a) copies of applicable manufacturer warranties; b) a list of all Claims that Contractor believes are unsettled; and c) Such other documentation as required by the Contract Documents or applicable law.
- ii. The making and acceptance of Final Payment by the Owner shall not constitute a waiver of Claims by the Owner.
- f. ESCROW ACCOUNT. The Owner and the Contractor agree that no escrow account shall be required in connection with this Agreement and that retained funds will not earn interest.

**SIGNATURES ON FOLLOWING PAGE**



**CONTRACT WITH THE UTILITY SPECIAL DISTRICT OF RIVIERA BEACH**

IN WITNESS WHEREOF, the Parties unto this Contract have set their hands and seals on the day and date first written above.

DISTRICT OF RIVIERA BEACH

FERGUSON ENTERPRISES, INC.

BY: \_\_\_\_\_

CHAIRPERSON

BY: \_\_\_\_\_

PATRICK DAY  
BUSINESS DEVELOPMENT MANAGER

ATTEST:

(SEAL)

BY: \_\_\_\_\_  
CLAUDENE L. ANTHONY, CMC  
DISTRICT CLERK

APPROVED AS TO FORM AND  
LEGAL SUFFICIENCY

BY:   
ANDREW DEGRAFFENREIDT, III  
DISTRICT ATTORNEY

DATE: \_\_\_\_\_

APPROVED AS TO TERMS AND  
CONDITIONS

BY: \_\_\_\_\_  
WILLIE HORTON  
UTILITY DISTRICT EXECUTIVE DIRECTOR

PROCUREMENT INITIALS \_\_\_\_\_

# **EXHIBIT A**

# **Host Software Pricing**



**Exhibit A – Host Server Software Pricing**

***A. Host Server Software***

Description	Qty	Cost
1. Host Software		
a. Mi.Host™ Utility Software Hosting* (Invoiced upon successful infrastructure install and testing – This is a recurring annual fee)	1	\$22,500.00
b. Mi.Data™ Consumer Portal Hosting* * (Invoiced when Owner chooses to implement this service – This is a recurring annual fee as long as the Consumer Portal is active)	1	\$25,702.20
c. CIS Interface Fee from Mueller Systems (one-time fee)	1	\$10,000.00
d. Mi.Data™ Consumer Portal Setup & Customization	1	\$19,000.00
<b>Sub Total Host Server Cost</b>		<b>\$77,202.20</b>

***Note: Year 2 Annual Host Server Software and Optional Hardware Maintenance Fees are not included into the total. These fees will need to exercise into a separate contract.***

***Annual Host Server Software (Starts Year 2)***

Description	Qty	Cost
2. Hosting fees		

a. Mi.Host™ Utility Software Hosting	1	\$22,500.00
b. Mi.Data™ Consumer Portal Hosting	1	\$25,702.20
c. 3G Cellular Backhaul Data Plan (per collector)	12	\$4,320.00
<b>Sub Total Host Server Cost (Year 2)</b>		<b>\$52,522.20</b>

Optional Hardware Maintenance Fees (Starts Year 2)

Description	Qty	Cost
3. Hosting fees		
a. Mi.Hub™ Data Collector Maintenance	12	\$5,400.00
b. Mi.Tech Handheld Maintenance & Install Radio Maintenance	2	\$4,000.00

These prices, upon acceptance by District of Riviera Beach Utility Special District, will be good for a period of one year. Mueller Systems\Ferguson Waterworks may request unit price increases at the end of this period. The revised selling price will be adjusted for the subsequent period based on the net change to the PPI series ID: WPU34 Software publishing, WPU374 Internet Access Services and WPU381101 Hosting, ASP and other IT infrastructure provisioning services. The Producer Price Index information can be referenced on the Bureau of Labor and Statistics website.

**GRAND TOTAL = \$77,202.20.00**

# **EXHIBIT B**

# **Installation Scope of Work**

## Exhibit B

### Installation Scope of Work

#### Key Employees:

UPA		Ferguson	
Primary Contact:		Primary Contact:	Ben Jacobs
Street Address:	7600 Pelham Road	Street Address:	3697 Interstate Park Rd. S
City, State, Zip:	Greenville, SC 29615	City, State, Zip:	Riviera Beach, FL 33404
Telephone:		Telephone:	561-386-8541
Email:	<a href="mailto:@utilitypartners.com">@utilitypartners.com</a>	Email:	<a href="mailto:benjamin.jacobs@ferguson.com">benjamin.jacobs@ferguson.com</a>
Alternate Contact:	Aaron Bailey	Alternate Contact:	Bruce Kelly
Street Address:	7600 Pelham Road	Street Address:	3697 Interstate Park Rd. S
City, State, Zip:	Greenville, SC 29615	City, State, Zip:	Riviera Beach, FL 33404
Telephone:	864-361-0394	Telephone:	813-503-3842
Email:	<a href="mailto:abailey@utilitypartners.com">abailey@utilitypartners.com</a>	Email:	<a href="mailto:bruce.kelly@ferguson.com">bruce.kelly@ferguson.com</a>

#### 1. Project Introduction

The City of Riviera Beach, Florida (Riviera Beach or Owner) requires installation services in support of its Advanced Meter Infrastructure (AMI) project. The project Full Deployment Phase installations will take place over a planned 9-month period.

Utility Partners of America (UPA) will provide installation services, contract management, field-project management, inventory management, data management, call center services and a quality assurance program. UPA will also provide a uniform vehicle fleet, hand tools, uniforms, personal protective equipment, performance reports and the use of UPA’s Work Order Management System (WOMS), titled Deployment Automation System (DAS).

UPA will install Advanced Metering Infrastructure (AMI) equipped water meters and AMI Meter End Points manufactured by Mueller Systems in accordance with the Statement of Work and the Schedule of Values.

#### 2. Common Terms

Term	Definition
<b>AMI</b>	Shall mean Advanced Metering Infrastructure, specifically Mueller’s Mi-Net System, a system in which Mueller network elements communicate commodity measurements such as consumption data throughout the day
<b>Blackout Period</b>	Shall refer to a temporary period in which access to a particular route is limited or

	denied. Usually coincides with a reading of current meters so as to not interrupt the Utility's billing cycle.
<b>C&amp;I Accounts</b>	Shall mean Commercial and Industrial Accounts
<b>Can't Complete (CC)</b>	Shall mean a work order that is not complete due to a temporary obstruction that will be revisited in accordance with the approved meter access strategy.
<b>CIS</b>	Shall mean Utility's Customer Information Systems (Cogsdale).
<b>Custodial Care</b>	Custodial Care is exclusive physical control supported by documentation. Documentation will take the form of a signed bill of lading or a documented inventory transfer.
<b>Phase</b>	Shall mean a Period of Performance
<b>GPS</b>	Shall mean Global Positioning System, a method to identify the longitude and latitude of a location
<b>Meter(s)</b>	Shall mean meter(s) provided under this Agreement (i.e., water meters)
<b>Network Elements</b>	Shall mean endpoint devices that comprise the Mueller Mi-Net AMI System, including but not limited to Water Meters and End Points
<b>Project</b>	Shall mean the delivery of the Full Deployment Phase.
<b>Project Stakeholders</b>	Shall mean Utility, Ferguson, and UPA personnel assigned to the Project and responsible for deliverables as defined herein.
<b>Return to Utility (RTU)</b>	Shall mean a completed work order that is returned to the utility for service due to an unsafe or abnormal operating condition, customer refusal, permanent obstruction, theft, or due to an inability to gain access to the meter after the approved meter-access strategy (Due Diligence) is employed.
<b>Routes</b>	Shall mean a set of meters grouped together for manual meter reading and/ or replacement operations
<b>SOW</b>	Shall mean the Statement of Work or Scope of Work.
<b>Utility</b>	Shall mean City of Riviera Beach, FL.
<b>Work Order Management System (WOMS)</b>	Shall mean Deployment Automation System (DAS), the work order system utilized by UPA to facilitate the completion of work orders.
<b>Agreement</b>	Shall consist of the Master Service Agreement and the Statement of Work with all applicable Exhibits.

### 3. Place of Performance

The work will be performed within Owner's Service Territory.

### 4. Period of Performance

Ferguson and UPA's services will begin after the Agreement is signed by the Owner and approximately sixty (60) days before the commencement of the installation work associated with the Full Deployment Phase and will continue until the installation work associated with the project is complete.



## 5. Scope of Work

The scope of work will be performed during the Period of Performance and in accordance with the provisions, requirements and assumptions listed in Section 6 and the Schedule of Values. The Scope of Work includes:

### Planning and Support:

- Planning support (discussions, meeting participation and presentations will be conducted as needed via conference call or web conference)
  - Developing and drafting work plans
  - Other strategic planning (routes, standard operating procedures, customer communications, branding, safety, training, etc.)
  - Sending and receiving documentation
  - WOMS development and testing
- Site visit and assessment (to include storage facility, office, parking, etc.)
- Support of one on-site kickoff meetings that will take place during the week prior to the commencement of the Full Deployment Phase installations.
- Support of weekly status meetings during the Full Deployment Phase.

**Full Deployment Phase:** UPA will support the Full Deployment Phase described in the Schedule of Values over a nine (9) month period beginning in mid Q2 2018 (March). Included in the scope of work are: installation labor (7 installers), project management, field management, inventory management, data management, call center services, travel expenses, a uniform vehicle fleet, tools, uniforms, and use of UPA's Work Order Management System (WOMS).

The scope of work will be performed in accordance with the provisions, requirements and assumptions listed in Section 6.

## 6. Provisions, Requirements and Assumptions Related to the Scope of Work

As part of this SOW, UPA will provide installation services, contract management, field-project management, inventory management, data management, call center services and a quality assurance program. UPA will also provide a uniform vehicle fleet, tools, uniforms, personal protective equipment, performance reports and UPA's Work Order Management System (WOMS), titled Deployment Automation System which will interface with Utility's CIS.

### 6.1 UPA Provisions & Requirements

UPA will provide the following:

6.1.1	Installation Services	<p>UPA will staff the project with trained and qualified installation technicians. Installation technicians will be pre-qualified by UPA and interviewed by UPA's Field Operations Manager. Those applicants that are deemed pre-qualified will be subjected to a Motor vehicle record "MVR" Check, a nationwide background check (last seven (7) years), a sexual offender registry check and a 10-panel Department of Transportation (DOT) drug test.</p> <p>Applicants who pass UPA's screening process will be extended an offer letter. If UPA's offer is accepted, the applicants will be hired and asked to report for training on a specific date and time. Once hired, new associates will be trained and qualified to ensure they are qualified to work in a safe and effective manner. UPA will deploy a trainer who will administer a classroom training course. Classroom training will encompass but is not limited to the following topics: work safety, avoiding hazards, defensive driving, SOW review, tools and hardware review, work order management training, installation techniques, tamper and theft, unsafe conditions, and meter reading. Field training will follow classroom training. Installation Technicians deemed qualified once they have demonstrated all the necessary installation and safety techniques and they have passed a final exam.</p> <p>Installation technicians will perform the installation services associated with the SOW and in accordance with the manufacturer's recommended installation specification. UPA will employ one (1) field supervisor for every ten (10) to twelve (12) installation technicians. Installation technicians will be subjected to UPA's Quality Assurance Program.</p>
6.1.2	Project Management	<p>UPA's Project Delivery Manager (PDM) will represent UPA during planning and project status meetings and will maintain project budgets, project tracking and change management tools. The PDM will have the authority to develop and administer all aspects of UPA's Statement of Work, to negotiate on UPA's behalf, and solution unforeseen challenges that arise during the Period of Performance in cooperation with the Project Stakeholders.</p>
6.1.3	Operations Management	<p>UPA's Field Operations Manager (FOM) responsibilities include managing the day-to-day aspects of UPA's field operation including, but not limited to: safety management, quality control, personnel management, inventory management, schedule management and SOW adherence.</p> <p>The FOM will live and work in the Owner's service territory during the Full Deployment Phase. The FOM will be supported by a Field Supervisor or a Senior Field Operations Manager (SFOM) any time the FOM is scheduled to be offsite (vacation, etc.).</p> <p>The FOM will be tasked with ensuring that installation services are carried out in a safe and professional manner that complies with the SOW, the manufacturer's recommended installation specifications, and all other applicable local, state, and federal regulations.</p>
6.1.4	Inventory Management	<p>UPA will establish its inventory control system in anticipation of receiving, managing, and reconciling allotments of meters and installation material. Ferguson shall accept delivery of the inventory and promptly deliver all inventory to the UPA controlled area within the Ferguson site. After physical delivery to the UPA controlled area UPA shall be responsible for storing the inventory it receives. UPA will staff the project with an appropriate number of dedicated inventory technicians during the Full Deployment Phase. UPA will pick, stage, and distribute meters and installation material that have been released from quarantine by Owner to installation technicians who will sign for the meters and installation material they receive. Meters and installation material will be managed by UPA on behalf of Owner until the meters and installation material are returned to</p>

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## 6.2 Utility Provisions & Requirements

Utility will provide the following personnel, services, and materials:

ID	Owner Provision	Requirement
6.2.1	Work Orders & Customer Data	Owner will provide work orders in route read sequence and in a format agreed to by Utility and UPA. The work order data will define the work to be completed at the premise (i.e. meter retrofit or meter exchange) and will include the most current customer data needed to perform the SOW.
6.2.2	Blackout Schedule	Owner will provide a meter reading schedule defining the dates when UPA cannot install meters in a given billing cycle.
6.2.3	Customer Communications	Owner will design, print and deliver a notification letter by route/cycle to customers two-to-four weeks prior to installation activity. The Owner will design and print door hangers for customer notification which will be distributed by UPA after attempting to complete a work order.
6.2.4	Keys and Gate Codes	Owner will provide keys to utility lock boxes and other Owner locks and access to gate codes needed to perform the Scope of Work.
6.2.5	Utility Support	Owner will provide expeditious support in the event that UPA requires assistance with access, locating a meter, resolving an exception stemming from errant CIS data, addressing a customer concern or dealing with an abnormal operating condition.

## 6.3 Provisions & Requirements

Owner and Ferguson will provide the following personnel, services, and materials:

ID	Owner Provision	Requirement
6.3.1	Meters and Endpoint Materials	<p>Ferguson and Owner will supply UPA with all meters and endpoints needed to perform the SOW. Materials to be supplied by Ferguson include but are not limited to:</p> <ul style="list-style-type: none"> <li>• Water meters</li> <li>• Water meter registers</li> <li>• Mi-Node Meter End Points</li> </ul> <p>Ferguson and Owner will order and provide meters and endpoints to meet the established Production Schedule and Route Release Schedule.</p> <p>Owner will supply Ferguson and UPA with all installation materials needed to perform the SOW. Materials to be supplied by Owner include but are not limited to:</p> <ul style="list-style-type: none"> <li>• Pre-drilled water meter pit lids</li> <li>• Meter Boxes</li> <li>• Curb Stops, Gate Valves, Dual Check Valves</li> <li>• Washers and gaskets</li> <li>• Flange kits</li> <li>• Bolts</li> <li>• CTS Poly Tubing, PVC Pipe</li> </ul>

		<ul style="list-style-type: none"> <li>• Wire (cables) for splicing</li> <li>• Wire connectors for splicing</li> </ul>
6.3.2	AMI Programming Devices	Ferguson and Owner will provide a sufficient number of Mi-Net programming units (one per installer plus spares) for use by UPA technicians.
6.3.3	Inventory File	Ferguson will provide an electronic inventory file that includes a description and a serial number associated with all assets that are transferred into UPA's custodial care.
6.3.4	Warehouse/Staging Area	Ferguson and Owner will provide warehouse space centrally located within the service territory. This space will include forklift, disposal bins, and temporary facilities (office space, restroom facilities, employee and work vehicle parking, high-speed internet, etc.).

#### 6.4 Scope of Work and Pricing Assumptions

ID	Assumption
	<b>Scope of Work, General</b>
6.4.1.	UPA assumes there will be no pilot or extended ramp up period before full deployment.
6.4.2	UPA assumes full deployment will begin in March 2018 and will be completed in an uninterrupted 9-month deployment.
6.4.3	Ferguson's proposal includes the use of UPA's work order management system, handheld devices, GPS coordinate collection (premise-level accuracy), photograph capabilities, data management, and work order reports.
6.4.4	Ferguson's pricing does not include any costs assessed by the Owner's CIS provider (lump sum, per meter, or otherwise) that may be required to integrate UPA's DAS work order system with the CIS system. Any fees assessed by the CIS provider will be the responsibility of the Owner.
6.4.5	UPA's proposal assumes that each UPA installation technician will be provided Mueller Systems handheld programmers by Ferguson & Owner as required.
6.4.6	UPA's Due Diligence Plan includes as many as two (2) physical cold call attempts, the delivery of two (2) door hangers (provided by Owner) and three (3) phone call attempts (if phone numbers are provided) in an effort to gain access to the meter or to schedule a customer appointment if the meter is temporarily obstructed (i.e., behind a locked gate) before returning a work order To the Utility (RTU).
6.4.7	Ferguson & UPA assumes that less than 1% of residential meters are considered "hard-to-access" or otherwise require an appointment to access the meter, such as meters located indoors, behind locked gates, or in seasonal homes without access to meter. UPA has provided an additional unit price line item for residential meters in excess of 1% that require an appointment, which includes the costs of scheduling and accommodating the appointment.
6.4.8	Ferguson & UPA assumes that the Owner will provide available keys for meters that are located behind locked gates.
6.4.9	UPA will return a work order requiring utility intervention (RTU), if it cannot be performed due to the following reasons: UPA's Due Diligence Plan has been completed, an unsafe or abnormal operating condition that requires the attention of the Owner is identified, a permanent obstruction is present, a customer refuses service or defers, evidence of theft or tampering is present, or UPA finds that the work order is found-complete upon arrival.
6.4.10	Work orders that are RTU'd for the aforementioned reasons will be billed at the applicable unit rate less a 5% discount. UPA will dispatch all RTUs to a UPA supplied handheld that can be used by

	the Utility for processing the returned work order.
6.4.11	Ferguson & UPA assumes that all customer letters and mailings, if any, will be provided and delivered by the Owner. Optional pricing to design, supply and deliver introductory letters and door hanger notifications is available upon request if not provided in Ferguson's Pricing Table.
6.4.12	Ferguson & UPA will quality audit each new employee's work during the first 3 days and a percentage of their work thereafter.
6.4.13	UPA will quality audit 100% of meter photographs taken in the field.
6.4.14	Ferguson's proposal includes revisits to up to 1% of the meter population to investigate non-responding AMI meters/modules post installation. All exception visits over 1% that are not found to be a result of a UPA installation deficiency will be billed at a rate of \$35.00.
6.4.15	Ferguson's proposal is based on performing work in an efficient and sequenced manner (i.e., house-to-house), excluding scheduled appointments and revisits. If for any reason UPA is unable to perform work in an efficient and sequenced manner, all work completed by impacted field technicians will be billed by Ferguson at T&M Rates rather than the unit installation rates, until work can recommence in an efficient and sequenced manner, or until a change order is implemented that fairly and equitably addresses the inefficient and out-of-sequenced work.
6.4.16	Ferguson & UPA assumes that the Owner maintains and will provide for each metered account, the complete and accurate 911-registered address information.
6.4.17	Ferguson & UPA assumes that all work orders will be provided with the route-read sequence followed by the Owner.
6.4.18	Ferguson & UPA assumes that the Owner will provide a meter-reading/black out schedule prior to the project start date.
6.4.19	Ferguson's proposal is based on a five-day work week; however, Ferguson & UPA assumes the Owner will allow work on Saturdays and evenings as make-up for weather days or to meet customer appointment needs.
6.4.20	Ferguson & UPA assumes a seamless flow of work other than designated holidays and weather days.
6.4.21	UPA assumes Ferguson or Owner will provide a warehouse, centrally located within the service territory, with storage and office space, including utilities, high speed internet, adequate parking, restroom facilities and a forklift (if necessary) for use by UPA.
6.4.22	UPA assumes its installers will pick up new inventory each day at Ferguson's or Owner's storage facility.
6.4.23	Ferguson & UPA assumes that all removed meters and related materials will be returned to the same Owner facility at the end of each day for disposal or relocation by the Owner.
6.4.24	Ferguson & UPA assumes it will not be responsible for extensive sorting, palletizing, labeling or packaging of old meters.
6.4.25	Ferguson & UPA assumes customer contact information will be provided at least 30 days prior to the install date and that UPA will be allowed to contact customers to schedule installation appointments if necessary.
	<b>Scope of Work, Water Meters (Exchange/Retrofit)</b>
6.4.26	Ferguson & UPA assumes water meter replacements will include complete exchange of existing meter with new meter, encoder register, and module.
6.4.27	Ferguson & UPA assumes water meter retrofits will include replacement of the existing meter register with new encoder register and module.
6.4.28	Ferguson assumes that all installation material, including but not limited to pit lids with drilled holes, meter boxes, curb stops, gate valves, dual check valves, nuts, bolts, gaskets, washers, flange packs, couplers, spool pieces, wires, wire connections, gel caps, CTS poly tubing and pvc pipe will be provided by Owner to Ferguson & UPA and will be present at the time of need.
6.4.29	Ferguson & UPA assumes that all non-commercial water meters are located outside in pits, reasonably clean of dirt and debris, with meter connection points exposed and less than 24" below ground level, with unlocked access and will not require appointments. In the event that the



	Owner's pits are not found in the cleaned condition described, Ferguson & UPA will implement a system-wide pit cleaning program for all water meter services at the adder provided. Please see additional Pit Cleaning assumptions in the following section.
6.4.30	Ferguson & UPA assumes that all non-commercial water meters are not located in a confined space as defined by OSHA.
6.4.31	Ferguson & UPA assumes that commercial accounts (1.5-12") will be released and available for installation on a consistent basis throughout the project. Ferguson & UPA reserves the right to open future routes early to maintain sufficient available work orders for commercial installation crews deployed.
6.4.32	Unit rates for meter installation do not include modifications or replacement of meter pit lids. Additional pricing for the replacement and drilling of residential meter pit lids to accommodate the AMI module has been provided.
6.4.33	Ferguson's price for pit lid drilling assumes the Owner will provide Ferguson & UPA with a seed batch of new AMI compatible lids (~400) of each standard pit lid style and size. UPA will use the seed batch lids to rotate replaced lids in the field at the time of installation, and will return the old lids to be drilled at the warehouse location.
6.4.34	Ferguson's price for pit lid drilling assumes the Owner uses a limited number (2 or 3) of standard pit lid types and sizes across its meter population. Pricing does not include non-standard or "one-off" pit lids types/sizes.
6.4.35	Ferguson's price for pit lid drilling does not include metal/cast iron lids more than 2" thick, or any concrete/polymer lids of any size.
6.4.36	Ferguson's price for pit lid drilling do not include C&I vault lids. Pricing for drilling vault lids will be performed at a T&M rate, or quoted after a survey of the existing lid types and sizes.
6.4.37	Ferguson will provide modules factory-potted to the registers. Pricing for field splicing is available upon request if not provided in Ferguson's pricing table.
6.4.38	Ferguson assumes that water meter retrofits will not require disruption of water service.
6.4.39	Ferguson assumes that water meter retrofits will not require removal of top plates or impeller shafts.
6.4.40	Ferguson assumes it will not be responsible for the disposal of lead seals or other hazardous waste.
6.4.41	Ferguson & UPA assumes curb stops and valves are fully operable and in good working condition. Ferguson & UPA will not be financially responsible for the repair of curb stops or valves that are not fully operable or not in good working condition and are damaged when UPA attempts to operate them in the normal course of installation. If a meter service is found with the curb stop or shut-off valve in the "OFF" position without a physical lock, Ferguson & UPA will return the account (RTU) to the Owner for completion per the RTU process described above.
6.4.42	Ferguson & UPA assumes it will not be held responsible for the repair of service line and equipment damage that can be reasonably attributed to pre-existing conditions such as excessive corrosion, plumbing irregularities, and code violations.
6.4.43	Ferguson's proposal does not include provision of or replacement of expansion connectors, meter couplings, setters, flanges, curb stops, valves, strainers or backflow devices. Pricing is available upon request if not provided in Ferguson's pricing table.
6.4.44	Ferguson assumes that water meters are on setters or equipped with standard meter connections that can be reused during installation activities.
6.4.45	Ferguson assumes that water meter exchanges are like for like, same lay and length, and no major plumbing is required. Accounts requiring additional plumbing will be handled on a T&M basis or surveyed and quoted on a case-by-case basis.
6.4.46	Ferguson's proposal does not include additional labor or groundwork needed to access meters (including but not limited to the cutting, removal and replacement of asphalt, concrete or large tree roots). Pricing is available upon request if not provided in Ferguson's pricing table.
6.4.47	Ferguson's proposal does not include repair or replacement of meter boxes or meter vaults. Pricing is available upon request if not provided in Ferguson's pricing table.

6.4.48	Ferguson's proposal does not include testing of new or removed meters. Pricing is available upon request if not provided in Ferguson's pricing table.
	<b>Scope of Work, Pit Cleaning Services</b>
6.4.49	UPA will begin the pit cleaning services at least 1 month in advance of the planned start of installations, and will follow the planned route release schedule for water meter services.
6.4.50	Ferguson & UPA assumes all meters are located outside and are readily accessible by field technicians and work vehicles.
6.4.51	UPA will have unfettered access to meter pits in right-of-way.
6.4.52	Meter pits will not require customer contact or call center appointment scheduling to gain access.
6.4.53	Meter pit lids will not be locked and will not require keys or other tools to open.
6.4.54	Meter pits will be reachable by a maximum 50-foot hose length from truck
6.4.55	Ferguson & UPA assumes Owner will provide a secure facility for overnight parking of UPA's vacuum truck(s).
6.4.56	Ferguson & UPA assumes that the Owner will provide a location for UPA to dump the slurry accumulated in the pit vacuuming process on a daily basis.
6.4.57	Ferguson & UPA assumes that vacuuming services during normal business hours will not be restricted in any way by local noise level ordinances.
6.4.58	Any code enforcement fees required by a city, county or state municipality, including but not limited to waste dumping fees, right of way permits, traffic control permits, and related costs will be submitted to the Owner for reimbursement.
6.4.59	The pit cleaning fee does not include the cost of water used in the vacuuming process. Ferguson & UPA assumes that the Owner will provide access to a water filling station for the vacuum truck(s) on a daily basis, or that metered water bills will be paid by Ferguson & UPA and submitted to the Owner for reimbursement.
	<b>Contractual and Billing</b>
6.4.60	Ferguson assumes there are no contractual requirements pertaining to Disadvantaged Business Enterprises (DBE, MBE, WBE or otherwise) or local area business requirements.
6.4.61	Ferguson assumes there is no requirement to use unionized labor or pay local or federal prevailing wage rates for this project.
6.4.62	Ferguson assumes the contract, if awarded the work, does not contain any liquidated damage penalties or provisions.
6.4.63	Pricing is based on a fuel price of \$3.00 per gallon. In the event that fuel costs exceed \$3.00 per gallon during the project, Ferguson & UPA will assess a fuel surcharge based on existing fuel prices.
6.4.64	Pricing does not include any local or state sales, use or gross receipts taxes on Ferguson's installation services.
6.4.65	Ferguson will invoice on the 30th of each month for the services and resources provided during that month with net 10 <sup>th</sup> prox pay terms.
6.4.66	Ferguson assumes no retainage will be withheld from payments.
6.4.67	All prices are stated in U.S. dollars.
6.4.68	Prices are firm through 12/31/18. Beginning 1/1/19, and each subsequent year, pricing is subject to an annual increase in all unit and T&M rates (excluding prevailing wage rate increases) according to the Bureau of Labor Statistics Producer Price Index.
6.4.70	Pricing included in this proposal is subject to review and revision should there be significant changes in the defined project scope of work.

## 7. Installation Procedures

A general description of services to be provided by UPA's installation technicians at each field installation site during the Period of Performance:



## 7.1 General Installation Procedure – Water Meter Retrofit

ID	Work Requirement For Water Meter Retrofit	Requirement
7.1.1	Park	Safely Park Work Vehicle. Safety cones will be placed in front and rear of parked vehicle. Technician will wear high visibility shirt and/or vest.
7.1.2	Location and Verification	The installation technician will locate the water meter and verify the premise. GPS Coordinates provided. Location comments to be provided.
7.1.3	Notify Customer	The installation technician will attempt to notify customer prior to performing installation work.
7.1.4	Pre-installation Inspection	The installation technician will inspect the water meter pit for any abnormal conditions, such as leaks, tamper, unsafe conditions, or installations which will require work at the T&M rate to complete the installation not previously authorized (such as removal of excess shrubs). If abnormal conditions exist, the installation technician will escalate the issue to the respective UPA field supervisor, and then notify Utility if judgement cannot be made to continue. UPA Field Supervisor or installer will remain near for 30 minutes for onsite inspection/determination by Owner. If no determination made within 30 minutes, the location will be Returned to Utility (RTU).
7.1.5	Pre-installation Photograph	The installation technician will take pre-installation photos as follows: (1) overview of pit, (2) pit with lid open, and (3) register read photograph.
7.1.6	Installation	The installation technician will perform the retrofit of the water meter and the meter pit lid and the installation of the Meter Vendor End Point in accordance with the SOW and the Mueller Systems' suggested installation specification.
7.1.7	Endpoint Commissioning	The installation technician will complete endpoint commissioning of the new Mi.Node endpoint using the Mi.Tech Handheld.
7.1.8	Post installation Photographs	The installation technician will take a post installation photographs; (1) register after flow test, (2) pit after work complete, and (3) surrounding area after work complete
7.1.9	Work Order Data Capture	The installation technician will capture and validate work order data using UPA's work order management system.
7.1.10	Clean Work Area	The installation technician will clean the work area and remove any debris associated with the SOW so that the work area is left in the as found condition or better.
7.1.11	Post Installation Notification	The installation technician will leave a door hanger on the front door that notifies the customer that the installation was complete or prompts the customer to call a toll-free number to schedule an installation appointment at a later point in time if the installation could not be completed.

## 7.2 General Installation Procedure – Water Meter Exchange

ID	Work Requirement For Water Meter Exchange	Requirement
7.2.1	Park	Safely Park Work Vehicle. Safety cones will be placed in

		front and rear of parked vehicle. Technician will wear high visibility shirt and/or vest.
7.2.2	Location and Verification	The installation technician will locate the water meter and verify the premise. GPS Coordinates provided. Location comments to be provided.
7.2.3	Notify Customer	The installation technician will attempt to notify customer prior to performing installation work.
7.2.4	Pre-installation Inspection	The installation technician will inspect the water meter pit for any abnormal conditions, such as leaks, tamper, unsafe conditions, or installations which will require work at the T&M rate to complete the installation not previously authorized (such as removal of excess shrubs). If abnormal conditions exist, the installation technician will escalate the issue to the respective UPA field supervisor, and then notify Owner if judgement cannot be made to continue. UPA Field Supervisor or installer will remain near for 30 minutes for onsite inspection/determination by OWASA. If no determination made within 30 minutes, the location will be Returned to Utility (RTU).
7.2.5	Turn Water Off	The installation technician will turn the street-side water valve to the off position.
7.2.6	Pre-installation Photographs	The installation technician will take pre-installation photos as follows: (1) overview of pit, (2) pit with lid open, and (3) register read photograph.
7.2.7	Installation	The installation technician will perform the exchange of the water meter and the meter pit lid and the installation of the Meter Vendor End Point in accordance with the SOW and the manufacturer's suggested installation specification.
7.2.8	Turn Water On	The installation technician will turn the street-side water valve back to the on position.
7.2.9	Endpoint Commissioning	The installation technician will complete endpoint commissioning of the new Mi.Node endpoint using the Mi.Tech Handheld.
7.2.10	Flow Water	The installation technician will flow water (approximately 1 gallon) from the nearest spigot (if available) to clear the applicable water line of air or debris that may have entered the line inadvertently during the exchange or installation process
7.2.11	Post installation Photograph	The installation technician will take a post installation photograph and, where necessary, exception photos at each installation.
7.2.12	Work Order Data Capture	The installation technician will capture and validate work order data using UPA's work order management system.
7.2.13	Clean Work Area	The installation technician will clean the work area and remove any debris associated with the SOW so that the work area is left in the as found condition or better.
7.2.14	Post Installation Notification	The installation technician will leave a door hanger on the front door that notifies the customer that the installation was complete or prompts the customer to call a toll-free number to schedule an installation appointment at a later point in time if the installation could not be completed.



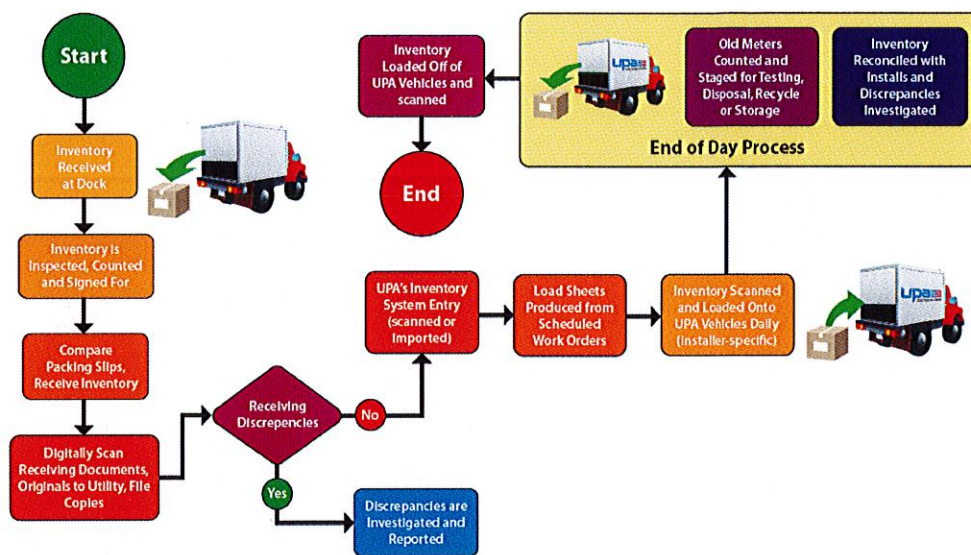
### 7.3 General Warehouse Procedure

#### Warehouse & Inventory Management

UPA’s installation pricing assumes that Ferguson and Owner will provide a facility for storage of the meters and associated materials throughout the project, as well as parking and a small office space with high speed internet for UPA’s crew. UPA’s installation technicians will report to the Ferguson or Owner’s facility each morning to load their trucks, and will return to the same facility at the end of each day to return unused materials.

#### Inventory Process

UPA will receive, inventory, and quarantine as necessary all Owner/Ferguson owned materials as outlined in the schematic below.



## 8. Exception Handling

### 8.1. Exceptions Due to Errant CIS Data or Data that Can Not be Verified

Exception events that result from errant CIS data will be handled in the following manner:

ID	Exception Description	Resolution
8.1.1	Cannot locate or gain access meter	Owner to dispatch crew to help UPA locate or gain access to meter, UPA to install a new meter following access or locate of meter.
8.1.2	Incorrect meter on-site	UPA to record as-found meter information including discrepancy and proceed with a like for like installation
8.1.3	Can't read meter or serial number	UPA to record exception and proceed with installation. These meters will be tagged and segregated from other used meters.
8.1.4	Reading out-of-range (high/low failure)	UPA to record as-found meter information and proceed with installation

8.1.5	Crossed meters – incorrect address	UPA to notify field supervisor for resolution
8.1.6	Found Complete	UPA to notify field supervisor for resolution

## 8.2. Exceptions Due to Abnormal Operating Conditions

Exception events that result from abnormal operating conditions will be handled in the following manner:

ID	Exception Description	Resolution
8.2.1	Unsafe condition	UPA to record exception, escalate to Owner and remain on site if it is safe to do so until UPA is relieved by Owner employee. UPA will wait up to 30 minutes for relief by Owner. After 30-minutes the Hourly T&M Rate for out of Scope Work outlined in the Schedule of Values will apply. If Ferguson & UPA is not contracted to resolve condition, UPA to RTU work order.
8.2.2	Work Required	UPA to record exception, escalate to Owner and will wait up to 30 minutes for direction from Owner. After 30-minutes the Hourly T&M Rate for out of Scope Work outlined in the Schedule of Values will apply. If UPA is not contracted to resolve condition, UPA to RTU work order.
8.2.3	Obstructed meter	UPA to record exception. If obstruction is temporary, UPA to leave door hanger prompting customer to schedule and installation appointment after the obstruction is cleared. If permanent, UPA to RTU work order.
8.2.4	Diversion/Tampering	UPA will photograph and record exception, leave site and escalate to Utility and RTU the work order.
8.2.5	Opt out Program (if applicable)	UPA to record exception, refer customer to Owner for further information and RTU work order.
8.2.6	Customer Refusal	UPA to record exception and RTU work order.
8.2.7	Found Complete	UPA to record exception and RTU work order.
8.2.8	Meter Accounts with Valve "Off" and unlocked	UPA to record exception and RTU work order.
8.2.9	Meter Accounts with Valve "Off" and locked	UPA to record exception, perform normal installation without leak check and flushing

## 9. Performance Objectives

UPA will be guided by the following Performance Objectives during this period of performance:

ID	UPA Performance Objective	Requirement
9.1	Qualified and Safe Workers	<p>Safety of the worker, customer, and public is of the utmost importance and will be monitored through UPA's Safety and Quality Assurance Program which is OSHA compliant.</p> <p>All workers will receive classroom training on installation methods, customer contact, and field safety and vehicle safety before the commencement of fieldwork.</p>

		All UPA installers shall be screened for criminal history, drug abuse and alcohol abuse prior to commencement of their initial involvement in field work and will be subjected to random drug and alcohol screenings throughout their employment with UPA.
9.2	Customer Interaction and Professionalism	<p>UPA representatives will have a professional appearance and exhibit professional behavior when interacting with Owner and its customers.</p> <p>All customer incidents having potential negative impact on Owner customer relations will be reported to Utility Project Manager promptly.</p>
9.3	Schedule Adherence	UPA will utilize Best practice project management methods to provide schedule adherence and mitigate the risk of schedule slippage.
9.4	Quality Performance	UPA will strive for 100% procedural adherence and guarantees that 99% or more of the completed work order data that it returns to Owner will be error free.

# **EXHIBIT C**

# **Manufacturer**

# **Warranty**

# **Information**

(To Be Attached)

# **EXHIBIT D**

# Ferguson Enterprises, Inc. Proposal

(To Be Attached)

# **EXHIBIT E**

# **Request for Proposal No. 758-16**

**&**

## **Addendums I through V**

(To Be Attached)