



**CONTRACT AMENDMENT**

This Amendment #1 (“Amendment #1”) for the supply of Water Meters & Related Parts Contract #20230033 (“the Contract”), by and between the Contractor and the City, as defined below, shall be effective as of the date this Amendment #1 is fully executed.

<b>Contractor’s Full Legal Name:</b>	Ferguson Enterprises, LLC
<b>Solicitation No./Event ID:</b>	20230033
<b>Solicitation Title/Event Name:</b>	Water Meters & Related Parts
<b>Contract Award Date:</b>	3/27/2023
<b>Initial Current Contract Term:</b>	3/28/2023 through 3/27/2024
<b>Current Contract Expiration Date:</b>	3/27/2024
<b>Requested Contract Expiration Date:</b>	3/27/2025
<b>Initial Contract Amount:</b>	\$ Per Unit Price Basis – Estimated Annual Expense \$2,151,771.95
<b>Current Contract Amended Amount:</b>	\$ Per Unit Price Basis – Estimated Annual Expense \$2,151,771.95
<b>Requested Financial Change Amount:</b>	Increase in the Per Unit Price Basis – Estimated Annual Expenditure \$2,297,112.10. Approximately \$145,340.15 increase
<b>New Contract Amount:</b>	Estimated Annual Expenditure \$2,297,112.10
<b>Amendment No.:</b>	1
<b>Amendment Type:</b>	<b>Renewal</b>

WHEREAS, the Contract, is in effect through the Current Contract Expiration Date as defined above; and

NOW THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties do hereby agree as follows:

- Pursuant to Section V, Renewal Option, the City agrees that said commodities and related services are required and the cost is acceptable, extend this Contract for an additional 12-month period at the adjusted rates listed below.

PORT ST. LUCIE

2024-2025

Neptune

Unit Price

<u>Item Number</u>	<u>Description</u>	<u>Unit Price</u>
1	Any Size/Model Pit E-Coder-ProCoder R900i V4 Gallon Register	\$185.70
2	Any Size/Model Pit E-Coder-ProCoder Gallon Register W/Wire Only	\$93.90
3	Black Register Seal Pin	\$0.39
4	5/8"x3/4" T10 Water Meter W/R900i V4 Pit Gallon Register	\$221.10
	Full 3/4" T10 Water Meter W/R900i V4 Pit Gallon Register	\$258.60
5	1" T10 Water Meter W/R900i V4 Pit Gallon Register	\$360.60
6	1-1/2" T10 Water Meter W/R900i V4 Pit Gallon Register	\$692.45
7	2" T10 Water Meter W/R900i V4 Pit Gallon Register	\$823.20
8	5/8"x3/4" T10 Water Meter W/Ecoder-ProCoder Pit Gallon Register w/Wire Only	\$133.90
9	Full 3/4" T10 Water Meter W/Ecoder-ProCoder Pit Gallon Register w/Wire Only	\$172.20
10	1" T10 Water Meter W/Ecoder-ProCoder Pit Gallon Register w/Wire Only	\$317.35
11	1-1/2" T10 Water Meter W/Ecoder-ProCoder Pit Gallon Register w/Wire Only	\$619.60
12	2" T10 Water Meter W/Ecoder-ProCoder Pit Gallon Register w/Wire Only	\$802.00
13	5/8"x3/4" T10 PB Bare Meter (less register)	\$59.20
	5/8"x3/4" Mach 10 Meter W/Integrated R900i V4 Register	\$310.70
	1" Mach 10 Meter W/Integrated R900i V4 Register	\$372.15
14	1-1/2" Mach 10 Meter W/Integrated R900i V4 Register	\$893.90
15	2" Mach 10 Meter W/Integrated R900i V4 Register	\$1,002.30
16	3" Mach 10 Meter W/Integrated R900i V4 Register	\$3,085.70
17	4" Mach 10 Meter W/Integrated R900i V4 Register	\$3,813.30
18	6" Mach 10 Meter W/Integrated R900i V4 Register	\$6,530.60
19	8" Mach 10 Meter W/Integrated R900i V4 Register	\$10,074.50
20	10" Mach 10 Meter W/Integrated R900i V4 Register	\$12,537.80
21	12" Mach 10 Meter W/Integrated R900i V4 Register	\$14,385.70
22	5/8"x3/4" Mach 10 Meter W/ Wire Only	\$209.20
23	Full 3/4" " Mach 10 Meter W/ Wire Only	\$228.60
24	1" Mach 10 Meter W/ Wire Only	\$285.70



25	1-1/2" Mach 10 Meter W/ Wire Only	\$714.30
26	2" Mach 10 Meter W/ Wire Only	\$858.15
27	3" Mach 10 Meter W/ Wire Only – 12" or 17" LL	\$2,892.85
28	4" Mach 10 Meter W/ Wire Only – 14" or 20" LL	\$3,718.40
29	6" Mach 10 Meter W/ Wire Only – 18" or 24" LL	\$6,336.70
30	8" Mach 10 Meter W/ Wire Only	\$9,881.60
31	10" Mach 10 Meter W/ Wire Only	\$12,344.90
32	12" Mach 10 Meter W/ Wire Only	\$14,244.90
33	2" Bronze Strainer	\$585.70
34	3" Bronze Strainer	\$1,051.00
35	4" Bronze Strainer	\$1,812.25
36	6" Bronze Strainer	\$2,745.90
37	8" Bronze Strainer	\$4,667.35
38	10" Bronze Strainer	\$7,263.30
39	4" UL-FM Stainless Steel Flanged Basket Strainer for Fire Service	\$3,366.30
40	6" UL-FM Stainless Steel Flanged Basket Strainer for Fire Service	\$5,619.40
41	8" UL-FM Stainless Steel Flanged Basket Strainer for Fire Service	\$9,466.30
42	10" UL-FM Stainless Steel Flanged Basket Strainer for Fire Service	\$12,191.80
43	2" Strainer Installation Acc. Kit	\$38.80
44	3" Strainer Installation Acc. Kit	\$40.80
45	4" Strainer Installation Acc. Kit	\$77.55
46	6" Strainer Installation Acc. Kit	\$126.50
47	8" Strainer Installation Acc. Kit	\$155.10
48	10" Strainer Installation Acc. Kit	\$230.60
49	R900 Pit Lid Antenna Kit - 6' Length	\$33.70
50	R900 Pit Lid Antenna Kit - 20' Length	\$42.35
51	R900 Pit MIU - 6' Cable	\$151.00
52	R900 Pit MIU - 25' Cable	\$155.10
53	R900 Wall MIU - 6' Cable	\$134.70
54	R900 Wall MIU - 25' Cable	\$142.90
51	R900 Belt Clip Transceiver	\$6,122.45
52	MRX920V4 Mobile Data Collector	\$10,933.60
53	R900 Cellular Wall MIU, 6' Cable	\$150.00
54	R900 Cellular Pit MIU W/Internal Antenna Kit (F/Plastic Lids)	\$157.15
55	R900 Cellular Pit MIU W/External Antenna Kit (F/Metal Lids)	\$185.70
56	Neptune 360 On-Site Training (8 hours)	\$2,551.00

57	Neptune 360 AMR Set-Up Fee (One-Time)	\$2,551.00
58	Neptune 360 AMI Set-Up Fee (One-Time)	\$3,826.50
	<u>Neptune 360 SaaS Platform (AMR) Annual Subscription - Per Meter/Per Year</u>	
59	Connected Endpoints 50,001-100,000	\$0.68
60	Connected Endpoints - Greater than 100,000	\$0.54
	<u>Neptune 360 SaaS Platform (AMI) Annual Subscription - Per Meter/Per Year</u>	
61	Connected Endpoints 50,001-100,000	\$1.91
62	Connected Endpoints - Greater than 100,000	\$1.22
	<u>Neptune 360 SaaS Platform+FirstNet Cellular Data Plan Annual Subscription - Per Meter/Per Year</u>	
63	Connected Endpoints 50,001-100,000	\$6.12
64	Connected Endpoints - Greater than 100,000	\$5.03
266	1 1/2" Rubber Meter Flange Gasket	\$2.33
267	2" Rubber Meter Flange Gasket	\$3.13
268	1 1/2" Brass Oval Meter Flange - No Lead	\$50.30
269	2" Brass Oval Meter Flange - No Lead	\$59.25

<u>FirstNet AMI Cellular &amp; ProCoder</u>			
<u>Register Warranty Upgrade Options</u>	<u>Upgrade Unit Price</u>	<u>Upgrade Description</u>	<u>Warranty</u>
1	\$55.00	Return R900i Pit Gallon Register that is still covered under (10-year warranty) under RMA to Neptune. Neptune will replace with E-Coder® or ProCoder™ Register factory potted to R900 Cellular Pit Endpoint W/Internal Antenna - \$55.00 each Upgrade Fee (includes the Annual N360 AMI Subscription Fee & Cellular Data Plan).	Returned back with new Register & potted Cellular AMI Endpoint with <b><u>only the remaining balance of original warranty.</u></b>
2	\$90.00	Return R900i Pit Gallon Register that is still covered under (10-year warranty) under RMA to Neptune. Neptune will replace with E-Coder® or ProCoder™ Register factory potted to R900 Cellular Pit Endpoint W/Internal Antenna – \$90.00 each Upgrade Fee (Includes the Annual N360 AMI Subscription Fee & Cellular Data Plan).	Returned back with new Register & potted Cellular AMI Endpoint with <b><u>new (10 year) Register and (10 full/10 prorated) warranty.</u></b>



3	\$190.00	Upgrade any existing R900i Pit Gallon Register that is no longer covered under the original 10-year warranty. R900i registers DO NOT need to be returned to Neptune under RMA. Neptune will return to Port St. Lucie E-Coder® or ProCoder™ Register factory potted to R900 Cellular Pit Endpoint W/Internal Antenna. Special price for upgrade/migration to R900 Cellular \$190.00 each Upgrade Fee (includes the Annual N360 AMI Subscription Fee & Cellular Data Plan).	Returned back with new Register & potted Cellular AMI Endpoint with <u>new (10 year) Register and (10 full/10 prorated) warranty.</u>
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A. Contract Renewal. The parties hereby agree that the contract will be extended for an additional period of time as follows:

Beginning Date of Amendment #1 Term: March 28, 2024.  
End Date of Amendment #1 Term: March 27, 2025.

B. The parties agree the contract will expire at midnight on the date defined as the "End Date of Amendment #1 Term" unless the parties agree to extend the contract for an additional period of time.

2. **ATTORNEY'S FEES.** Each party is responsible for its own attorney's fees for any event arising from or related to this Contract. Each party expressly waives its right to seek attorney's fees from the other party, regardless of the source of such right.
3. **ASSIGNMENT.** Consultant shall not delegate, assign, or subcontract any part of the work under this Contract or assign any monies due him hereunder without first obtaining the written consent of the City. If Consultant sells all or a majority of its shares, merges with, or otherwise is acquired by or unifies with a third party, it shall notify the City within ten (10) days. If after such notice, the City determines in its sole discretion, it may terminate the Contract, without penalty.
4. **SCRUTINIZED COMPANIES.** By entering into this Contract with the City, Consultant certifies that it and those related entities of Consultant, as defined by Florida law, are not on the Scrutinized Companies that Boycott Israel List, created pursuant to § 215.4725, Florida Statutes, and are not engaged in a boycott of Israel. The City may terminate this Contract if Consultant or any of those related entities of Consultant, as defined by Florida law, are found to have submitted a false certification or any of the following occur with respect to the company or a related entity: (i) it has been placed on the Scrutinized Companies that Boycott Israel List, or is engaged in a boycott of Israel, or (ii) for any contract for goods or services of one million dollars or more, it has been placed on the Scrutinized Companies with Activities in Sudan List or the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List, or it is found to have been engaged in business operations in Cuba or Syria. Notwithstanding the preceding, the City reserves the right and may, in its sole discretion, on a case by case basis, permit a company on such lists or engaged in business operations in Cuba or Syria to be eligible for, bid on, submit a proposal for, or enter into or renew a contract for goods or services of one million dollars or more, or may permit a company on the Scrutinized Companies that Boycott Israel List to be eligible for, bid on, submit a proposal for, or enter into or renew a contract for goods or services of any amount, should the City determine that the conditions set forth in § 287.135(4), Florida Statutes, are met.
5. **E-VERIFY.** In accordance with section 448.095, the Contractor agrees to comply with the following:
  1. Contractor must register with and use the E-Verify system to verify the work authorization status of all new employees of the Contractor. Contractor must provide City with sufficient



- proof of compliance with this provision before beginning work under this Contract.
2. If Contractor enters into a contract with a subcontractor, Contractor must require each and every subcontractor to provide the Contractor with an affidavit stating that the subcontractor does not employ, contract with, or subcontract with an unauthorized alien. The Contractor shall maintain a copy of each and every such affidavit(s) for the duration of the Contract and any renewals thereafter.
  3. The City shall terminate this Contract if it has a good faith belief that a person or an entity with which it is contracting has knowingly violated section 448.09(1), Florida Statutes.
  4. Contractor shall immediately terminate any contract with any subcontractor if Contractor has, or develops, a good faith belief that the subcontractor has violated section 448.09(1), Florida Statutes. If City has or develops a good faith belief that any subcontractor of Contractor knowingly violated section 448.09(1), Florida Statutes, or any provision of section 448.095, Florida Statutes, the City shall promptly notify the Contractor and order the Contractor to immediately terminate the Contract with the subcontractor.
  5. The City shall terminate this Contract for violation of any provision in this section. If the Contract is terminated under this section, it is not a breach of contract and may not be considered as such. If the City terminates this Contract under this section, the Contractor may not be awarded a public contract for a least one (1) year after the date on which the Contract was terminated. A contractor is liable for any additional costs incurred by the City as a result of the termination of a contract.
  6. The City, Contractor, or any subcontractor may file a cause of action with a circuit or county court to challenge a termination under section 448.095(5)(c), Florida Statutes, no later than twenty (20) calendar days after the date on which the Contract was terminated. Such a cause of action must be filed in accordance with the Venue provision in Section XXII of the Contract.
6. **SEVERABILITY.** The provisions of this Contract shall be deemed severable and if any portion of the Contract is found invalid or unenforceable, it shall not affect the validity or enforceability of the other provisions herein.
  7. **NOTICE OF PERFORMANCE.** When required materials have been delivered and required work performed Contractor shall submit a request for inspection in writing to the Project Manager.
  8. **REIMBURSEMENT FOR INSPECTION.** The Contractor agrees to reimburse the City for any expenditures incurred by the City in the process of testing materials supplied by the Contractor against the specifications under which said materials were procured, if said materials prove to be defective, improperly applied, and/or in any other manner not in compliance with specifications. Expenditures as defined herein shall include, but are not limited to, the replacement value of materials destroyed in testing, the cost paid by the City to testing laboratories and other entities utilized to provide tests, and the value of labor and materials expended by the City in the process of conducting the testing. Any such reimbursement, at the City's option, may be invoiced to the Contractor and/or may be deducted from payments due to the Contractor. Deductions thus made will not excuse the Contractor from other penalties and conditions contained in the Contract. Reimbursement of charges as specified herein shall not relieve the Contractor from other remedies provided in the Contract.
  9. **CONSTRUCTION.** The title of the section and paragraph headings in this Contract are for reference only and shall not govern, suggest, or affect the interpretation of any of the terms or provisions within each section or this Contract as a whole. The use of the term "including" in this Contract shall be construed as "including, without limitation." Where specific examples are given to clarify a general statement, the specific language shall not be construed as limiting, modifying, restricting, or otherwise affecting the general statement. All singular words and terms shall also include the plural, and vice versa. Any gendered words or terms used shall include all genders. Where a rule, law, statute, or ordinance is referenced, it shall include the rule, law, statute, or ordinance in place at the time the Contract is executed, as well as may be amended from time to time, where application of the amended

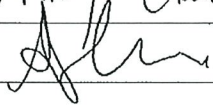
version is permitted by law.

The parties have participated jointly in the negotiation and drafting of this Contract and agree that both have been represented by counsel and/or had sufficient time to consult counsel, before entering into this Contract. In the event an ambiguity, conflict, omission, or question of intent or interpretation arises, this Contract shall be construed as if drafted jointly by the parties, and no presumption or burden of proof or persuasion based on which party drafted a provision of the Contract shall apply.

- 10. **FORCE MAJURE.** Any deadline provided for in this Contract may be extended, as provided in this paragraph, if the deadline is not met because of one of the following conditions occurring with respect to that particular project or parcel: fire, strike, explosion, power blackout, earthquake, volcanic action, flood, war, civil disturbances, terrorist acts, hurricanes, and Acts of God. When one of the foregoing conditions interferes with Contract performance, then the party affected may be excused from performance on a day-for-day basis to the extent such party's obligations relate to the performance so interfered with; provided, the party so affected shall use reasonable efforts to remedy or remove such causes of non-performance. The party so affected shall not be entitled to any additional compensation by reason of any day-for-day extension hereunder.
- 11. **SUCCESSORS AND ASSIGNS.** This Amendment #1 shall be binding upon and inure to the benefit of the successors and permitted assigns of the parties hereto.
- 12. **ENTIRE AGREEMENT.** Except as expressly modified by this Amendment #1, the Contract, including any written amendments thereto, shall be and remain in full force and effect in accordance with its terms and shall constitute the legal, valid, binding and enforceable obligations to the parties. This Amendment #1 and the Contract, including any written amendments thereto, collectively, are the complete agreement of the parties and supersede any prior agreements or representations, whether oral or written, with respect thereto.

IN WITNESS WHEREOF, the parties have caused this Amendment to be duly executed by their authorized representatives.

**CONTRACTOR**

Contractor's Full Legal Name: (PLEASE TYPE OR PRINT)	Andy Crowe
Authorized Signature:	
Printed Name and Title of Person Signing:	ANDY CROWE - General Manager
Date:	1/30/24
Company Address:	1950 NW 18 <sup>th</sup> St. Pompano Beach, FL 33069



<b>Authorized Signature:</b>	
<b>Printed Name and Title of Person Signing:</b>	Caroline Sturgis, Director, Office of Management & Budget, and Procurement
<b>Date:</b>	
<b>City Address:</b>	121 S.W. Port St. Lucie Blvd., Port St. Lucie, FL 34984