

## **CITY OF BOERNE WATER METER AND GAS MODULE INSTALLATION AGREEMENT**

This Agreement ("Agreement") is made and entered into by and between the City of Boerne Texas, a home rule municipality formed and operating under the laws of the State of Texas ("City"), and RTS Water Solutions, LLC ("Contractor") (collectively, the "parties").

### **AGREEMENT**

**NOW THEREFORE**, in consideration of the promises and mutual covenants and agreements set forth herein and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, City and Contractor agree as follows:

1. Scope of Services. For and in consideration of the payments hereinafter mentioned, Contractor agrees to commence and complete performance of the Services, defined as follows:

Provision and installation of water meters and related appurtenances as described in the attached Exhibit "A," and per Customer Proposal dated 11/16/23, incorporated herein, and all extra work in connection therewith, under the terms and conditions as stated in this Agreement, and at Contractor's own cost and expense to furnish all materials, supplies, machinery, equipment, tools superintendence, labor, insurance, and other accessories and services necessary to complete the work specified above, in accordance with the terms, conditions, and prices stated in this Agreement.

2. Commencement and Completion of Services. Contractor shall begin Services on or after October 1, 2024. Contractor shall complete the Services within 12 months of the change of the first meter. Contractor shall deliver the Services in multiple phases and at time and quantities as determined by the parties.

3. Compensation. In consideration for the Services performed by Contractor, the City agrees to pay Contractor in the amounts and manner indicated on the document attached hereto and incorporated herein as Exhibit "B", provided that the total amount for services under this Agreement shall not exceed Two Million Six Hundred Seventy-Three Thousand Four Hundred Forty-One and NO/100 Dollars (\$2,673,441).

A. Contractor shall submit invoice statements to the City setting forth the appropriate billing information. The City shall pay properly invoiced amounts for Services performed within thirty (30) days of receipt of the invoice.

B. Unless waived or otherwise agreed to in writing by the City, this Agreement shall require retainage of 5% from all progress payments to Contractor, which retainage shall not be required to be paid by the City to Contractor until final completion and acceptance by the City.

4. Warranty and Degree of Care. Contractor warrants the materials used shall be free of defect or failure for a period of at least one year from the date of final completion of the Services and that all Services provided by Contractor shall be performed in a good and workmanlike manner. All Services performed under this Agreement by Contractor shall be performed in a good and workmanlike manner in accordance with the specifications of this Agreement, in accordance with the degree of care and skill ordinarily exercised under similar circumstances by competent contractors in Texas applicable to the type

of Services contemplated hereunder, and to the satisfaction of the City or its authorized representative. In the event any defect is discovered or develops in materials provided by Contractor or Services performed by Contractor within one (1) year after final completion of the Services, Contractor will repair or replace any such materials or Services so that it is not defective and meets the requirements of this Agreement. Neither the final acceptance nor final payment shall relieve Contractor of the responsibility for faulty equipment or materials furnished by it or for faulty workmanship, and it shall remedy any defects due thereto to the satisfaction of the City within this period. Failure on the part of Contractor either to repair or replace such defects immediately upon notice shall entitle City, if it sees fit, to repair or replace the same and recover reasonable cost off such repair or replacement from Contractor and its sureties. The City shall decide all questions which arises as to the quality and acceptability of materials furnished, work performed, and the interpretation of specifications. The warranty and guarantees under this paragraph are in addition to any rights or warranties expressed or implied by law and consumer protection claims arising from misrepresentations by Contractor. The warranty and guarantee shall not be the exclusive remedy of the City, nor shall other remedies be limited to either the warranty or guarantee period.

5. Confidentiality. Contractor shall keep confidential information and documents provided by the other party confidential and shall not release them without the consent of the City. The City shall keep any confidential information and documents provided by Contractor confidential and shall not release them without the consent of Contractor, except for disclosures that are required by law.

6. Insurance. Contractor shall procure, at its own expense, insurance coverage as outlined in Exhibit "A" under "Insurance" and "Worker's Compensation and Public Liability and Property Damage Insurance." Contractor shall provide the City with written notice of any coverage limit change on the insurance. Contractor shall provide the City with proof of insurance required hereunder before any work may begin. The City shall be named as an additional insured on the policy.

7. Bonds. Prior to beginning construction or performing any Services under this Agreement, Contractor shall provide to City performance, payment, and maintenance bonds, each in the amount of 100% of the total construction costs under this Agreement, on forms approved by the City, meeting the requirements of Chapter 2253 of the Texas Government Code.

8. **INDEMNIFICATION**. **CONTRACTOR SHALL INDEMNIFY, DEFEND, SAVE AND HOLD HARMLESS THE CITY AND ITS OFFICERS, EMPLOYEES AND AGENTS FROM AND AGAINST ALL CAUSES OF ACTION, FINES, JUDGMENTS, LOSSES, CLAIMS, DAMAGES, LIABILITIES, COSTS AND EXPENSES, INCLUDING REASONABLE ATTORNEYS' FEES AND EXPENSES, JOINT OR SEVERAL, WHETHER THEY BE FOR PERSONAL INJURY OR PROPERTY DAMAGE OR ANY OTHER TYPE OF CLAIM, WHICH MAY BE ASSERTED AGAINST ANY OF THEM ARISING OUT OF OR RELATED TO (I) ANY IMPROPER ACTION OR FAILURE TO FOLLOW STANDARD OPERATING PROCEDURES BY CONTRACTOR OR ITS AGENTS IN THE CARRYING OUT OF THE SERVICES DURING THE TERM OF THIS AGREEMENT; (II) THE NEGLIGENCE OR WILLFUL OR WANTON MISCONDUCT OF CONTRACTOR OR ITS AGENTS; (III) ANY VIOLATION OF ANY REQUIREMENT APPLICABLE TO CONTRACTOR OR ITS AGENTS UNDER ANY FEDERAL, STATE, OR LOCAL LAW OR REGULATION, (IV) THE FAILURE OF CONTRACTOR TO PERFORM SPECIFIED DUTIES UNDER THIS AGREEMENT, OR (V) THE BREACH OF THIS AGREEMENT BY CONTRACTOR, EXCEPT IN EACH CASE TO THE EXTENT CAUSED BY THE GROSS NEGLIGENCE OR WILLFUL OR WANTON MISCONDUCT OF THE CITY. THIS SECTION SHALL SURVIVE TERMINATION OR EXPIRATION OF THIS AGREEMENT.**

9. Liquidated Damages. Time for performance under this Agreement is of essence and will be strictly enforced. Liquidated damages will be assessed against Contractor for failure to complete the project within the contract time. Contractor agrees that the liquidated damages provisions in this Agreement are reasonable, facially valid, are not a penalty, and do not otherwise operate as a penalty. For each and every calendar day that any work shall herein, remain incomplete after the expiration of the contract time as specified, including any time extension authorized in writing by the City, the sum of \$ 10 per calendar day may be deducted from the moneys due to Contractor, not as a penalty, but as liquidated damages. Contractor agrees that for purposes of Texas Gov't Code Ch. 2252, a bona fide dispute exists if liquidated damages are assessed under this Agreement and the City may withhold retainage to satisfy liquidated damages owed to the City hereunder. The sum of money thus deducted or charged as liquidated damages is not to be considered as a penalty, but shall be deemed, taken, and treated as reasonable liquidated damages, representing a reasonable estimate of damages, or a reasonable forecast of just compensation, because the harm caused by the breach is incapable or extremely difficult of estimation due to the public nature of the work and the likely loss to be sustained by the City and the general public, estimated at or before the time of executing this Agreement. Further, the parties acknowledge the City's paramount purposes and duty to protect the "public fisc" and the general health, safety, and welfare of the public, and the parties agree that any alleged disparity between actual and liquidated damages shall be construed as bridgeable and acceptable as a matter of law and public policy and shall be calculated and construed in favor of the City.

10. Termination.

A. Termination without Cause. The City may terminate this Agreement at any time, in whole or in part, without cause upon ten (10) days written notice to Contractor. The City shall pay Contractor for all Services satisfactorily performed prior to the date of termination in accordance with the terms hereof.

B. Termination for Cause. Without prejudice to any other legal or equitable right or remedy that the City would otherwise possess hereunder or as a matter of law, the City, upon giving Contractor five (5) days prior written notice, shall be entitled to terminate this Agreement in whole or in part at any time for the following:

- i. If Contractor becomes insolvent, commits any act of bankruptcy, makes a general assignment for the benefit of creditors, or becomes the subject of any proceeding commenced under any statute or law for the relief of debtors;
- ii. If a receiver trustee or liquidator of any of the property or income of Contractor shall be appointed;
- iii. If Contractor shall fail to prosecute the work or any part thereof with diligence necessary to ensure its progress and completion as prescribed by this Agreement; or
- iv. If Contractor shall fail to remedy any default within ten (10) days after written notice thereof from City.

C. Close Out. After receipt of a notice of termination, unless otherwise directed by the City, Contractor shall, in good faith and to the best of its ability, do all things necessary in the light of such notice to assure the efficient and proper closeout of the terminated work (including

the protection of the City's property). Among other things, Contractor shall, except as otherwise directed or approved by the City, do the following:

- i. Stop performance of the Services on the date and to the extent specified in the notice of termination;
- ii. Place no further orders or subcontracts for services, equipment, or materials, except as may be necessary for completion of such portion of the Services as is not terminated; and
- iii. In the event of such termination, Contractor will only be paid for meters delivered and installed up to the date of termination.

11. Agreement Controlling. The provisions of this Agreement shall control over any conflicting provision found in any exhibit hereto.

12. Successors and Assigns. This Agreement shall be binding upon and inure to the benefit of the parties hereto, their respective successors and assigns. Neither party may assign this Agreement without the prior written consent of the other party.

13. Non-Discrimination. Contractor hereby agrees to refrain from any activity in the performance of this Agreement that discriminates against any person or persons based upon race, color, creed, national origin, religion, sex, or communicable disease, in accordance with present federal and state laws.

14. Independent Contractor. In performing Services under this Agreement, Contractor is acting as an independent contractor and not as an employee of the City. No terms or provision of this Agreement shall be construed as making Contractor the agent, servant, or employee of the City for the purpose of income tax withholding or payment, social security taxes, vacation or sick leave benefits, worker's compensation, or any other purpose. Contractor shall not be entitled to any employment or other benefits from the City, and Contractor is solely responsible for any and all federal or state taxes resulting from performance of the Services under this Agreement. No terms or provision of this Agreement shall be construed as creating a partnership or joint venture relationship between Contractor and the City.

15. No Third-Party Benefit. Nothing herein expressed or implied is intended, or shall be construed, to confer upon or give to any person or entity, other than the parties, any right or remedy under or by reason of this Agreement.

16. Governing Law and Venue. This Agreement shall be governed by the laws of the State of Texas as to all matters, including but not limited to matters of validity, construction, effect and performance, without regard to conflict of law principles. All actions regarding this Agreement shall be in a court of competent subject matter jurisdiction in Kendall County, Texas.

17. Severability. If any clause or provision of this Agreement is held invalid, illegal or unenforceable under present or future federal, state or local laws, including but not limited to the ordinances of the City of Boerne, Texas, then and in that event it is the intention of the parties hereto that such invalidity, illegality or unenforceability shall not affect any other clause or provision hereof and that

the remainder of this Agreement shall be construed as if such invalid, illegal, or unenforceable clause or provision was never contained herein.

18. Notices. All notices, consents, demands, requests and other communications which may or are required to be given hereunder shall be in writing and shall be deemed duly given if personally delivered or sent by United States mail, registered or certified, return receipt requested, postage prepaid, to the addresses set forth hereunder or to such other address as the other party hereto may designate in written notice transmitted in accordance with this provision.

In case of the City, to:

City of Boerne  
Attention:  
447 N. Main Street  
Boerne, TX 78006

With courtesy email copy to:

And with a copy to: City Manager, City of Boerne 447 N. Main St., Boerne, TX 78006

In case of Contractor, to:  
RTS Water Solutions, LLC

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750 MD Route 3 South, Suite 19  
Gambrills, MD 21054

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With courtesy copy email to:

19. Entire Agreement. This Agreement and its exhibits contain the entire agreement between the parties with respect to the subject matter hereof and supersede any and all other discussions, agreements and understandings, either oral or written, between the parties with respect to the subject matter hereof.

20. Amendment. No amendment to this Agreement shall be effective unless in writing and signed by the duly authorized representatives of both parties.

21. Waiver. Failure of any party, at any time, to enforce a provision of this Agreement, shall in no way constitute a waiver of that provision, nor in any way affect the validity of this Agreement, any part hereof, or the right of the party thereafter to enforce each and every provision hereof. No term of this Agreement shall be deemed waived or breach excused unless the waiver shall be in writing and signed by the party claimed to have waived. Furthermore, any consent to or waiver of a breach will not constitute consent to or waiver of any other different or subsequent breach.

22. Compliance with Laws. Contractor shall comply with all applicable federal, state, and local laws applicable to the services to be performed under this Agreement.

23. No Waiver of Governmental Immunity. No provision of this Agreement shall be construed as waiving the governmental immunity or other defenses of the City from claims against third parties.

24. Contractor Verifications. Contractor/Consultant verifies and certifies that it does not and during the duration of this Agreement will not:

A. do business with Iran, Sudan, or a foreign terrorist organization, as defined in Texas Government Code Chapter 2270, as amended;

B. boycott Israel as that term is defined in Texas Government Code Section 808.001 and Chapter 2271, as amended;

C. discriminate against a firearm entity or firearm trade association as defined in Texas Government Code Chapter 2274, as amended;

D. Operate as a foreign owned or controlled company in connection with a critical infrastructure project as defined in Texas Government Code Chapter 2275, as amended; or

E. boycott energy companies as defined in Texas Government Code Section 809.001 and Chapter 2276, as amended.

**IN WITNESS WHEREOF**, the parties have caused this Agreement to be duly executed in duplicate originals and effective as of the \_\_\_\_ day of \_\_\_\_\_, 202\_\_ ("Effective Date").

**CONTRACTOR:**

By:



Name: Francis Wheeler

Title: Vice President & COO

**CITY OF BOERNE**

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

Name: Ben Thatcher

Title: City Manager

**ATTEST:**

\_\_\_\_\_  
CITY SECRETARY

EXHIBIT LIST:

EXHIBIT "A" – RFP 1023-01 (15 PAGES) & CONTRACTOR BID PACKET (6 PAGES)

EXHIBIT "B" – PRICING (2 PAGES)

**WATER METER / GAS MODULE REPLACEMENT CONTRACT RFP 1023-01**

**INTRODUCTION AND GENERAL INFORMATION**

The City of Boerne is requesting proposals and pricing from water and gas meter replacement contractors experienced in and capable of implementing the system-wide replacement of approximately 5,200 water meters/modules and retrofitting 2,100 gas modules. The City of Boerne recognizes that a qualified water and gas meter replacement contractor can efficiently expedite this system-wide change out and, based upon the multiple components that must be installed, configured, commissioned, and programmed, the City intends to award one contract to one entity ("Contractor") that will be responsible for every aspect of this change out program.

**BACKGROUND**

The City of Boerne, Texas, incorporated in 1909, is located in the south-central part of the state approximately 31 miles northwest of the San Antonio metroplex. The City of Boerne currently operates 11.89 square miles and has an estimated population of 21,062 as of September 2022.

The City of Boerne is unique among Texas cities. It currently owns and operates five major utility services for electric distribution, water, reclaimed water, wastewater treatment, and natural gas. In addition, the City bills for stormwater utility fees. Customers are also charged for waste pickup and recycling on the monthly utility bills.

The City concurrently reads water and gas meters through a combination of AMI where the data is delivered directly to the City, and/or by drive-by read, and/or manual meter read.

**PROPOSAL SUBMISSION**

The original proposal, Three (3) printed copy, and one (1) electronic copy on compact disc or USB stick be submitted in a **sealed** envelope, that shall plainly indicate:

**WATER METER / GAS MODULE REPLACEMENT CONTRACT RFP 1023-01**

Sealed envelope shall be delivered to the City Purchasing Coordinator, City Hall, 447 North Main Street, Boerne, TX 78006, before 2:00 P.M., Monday Nov. 20, 2023. The envelope shall be clearly labeled as RFP 1023-01 for WATER METER / GAS MODULE REPLACEMENT CONTRACT

**PRE-PROPOSAL CONFERENCE**

No pre-proposal conference will be held. To facilitate the clarification of requirements, proposers are requested to submit, in writing, any questions they may have by 2:00 P.M. on Monday, November 13, 2023. Any interpretation made to prospective proposers will be expressed in the form of an addendum which, if issued, will be conveyed in writing to all prospective proposers no later than 2:00 P.M. on Wednesday, November 15, 2023.

**PROPOSER'S CLARIFICATION**

By submitting a proposal, the proposer certifies that the RFP has been fully read and that the proposer understands the proposal method and has full knowledge of the scope, nature, and quality of work to be performed.

**INSURANCE**

The Successful Proposer, at the time of execution of the contract, shall also furnish the City with insurance certificates of adequate limits, as later indicated, to protect the City of Boerne, its agents, and employees from any litigation involving Worker's Compensation, Public Liability and Property Damage, involved in the work. All subcontractors must also furnish copies of their liability insurance and Worker's Compensation Insurance certificates to the City. No subcontractor will be allowed to perform any work under this contract by the City unless such certificates are submitted to and approved by the City beforehand.

**WORKER'S COMPENSATION AND PUBLIC LIABILITY AND PROPERTY  
DAMAGE INSURANCE**

The status of the Proposer in the work to be performed is that of any independent Proposer and as such, he shall properly safeguard against any and all injury or damage to the public, to public and private property, materials and things, and as such he alone shall be responsible for any and all damage, loss or injury to persons or property that may arise, or be incurred, in or during the conduct or progress of said work without regard to whether or not the Proposer, subcontractors, agents, or employees have been negligent, and the Proposer shall keep the City free and discharged of and from any and all responsibility and liability therefore of any sort or kind. The Proposer shall assume all responsibility for risks or casualties of every description, for any or all damage, loss or injury to persons or property arising out of the nature of the work from the action of the elements, or from any unforeseen or unusual difficulty, including all legal defense costs incurred by the City. The Proposer shall assume and be liable for all blame and loss of whatsoever nature by reason of neglect or violation of any Federal, State, County or Local laws,



regulations, or ordinances; the Proposer shall indemnify and save harmless the City from all suits or actions at law of any kind whatsoever in connection with this work and shall if required by the City, produce evidence of settlement of any such action before final payment shall be made the City. Proposer's Liability Insurance Certificate shall include the save harmless clause and shall be filed with the City.

The Proposer shall maintain such insurance as will protect the proposer from claims under worker's compensation acts and from claims for damages because of bodily injury, including death, and property damage, which may arise from and during operations under this Contract, whether such operations be by himself, by any subcontractor or anyone directly, or indirectly employed by either of them. The Proposer's liability insurance shall be in the names of the Proposer and the City as their respective interests may appear. Each policy and Certificate of Insurance shall contain an endorsement naming the City of Boerne as additionally insured. Certificates of such insurance shall be filed with the City.

The minimum amount of liability insurance to be maintained by the Contractor during the life of the contract shall be as follow:

**Comprehensive General Liability** – for bodily injury and property damage – including any liability normally covered by a general liability policy with limits of not less than \$1,000,000 per occurrence and \$2,000,000 in the annual aggregate.

**Professional Liability** – in minimum amounts of \$1,000,000 per occurrence and \$2,000,000 aggregate.

All subcontractors performing work under this contract must furnish to the City a copy of the Certificate of Insurance for Worker's Compensation and liability for bodily injury and property damage.

## **EQUAL EMPLOYMENT OPPORTUNITY**

During the performance of this Contract, the Proposer agrees as follows:

The Proposer will not discriminate against any employees or applicant for employment because of race, color, religion, sex, or national origin. The Proposer will take affirmative action to ensure that applicants are employed, and that employees are treated during employment, without regard to race, color, religion, sex, or national origin. Such action shall include, but not be limited to, the following: employment, upgrading, demotion, or transfer, recruitment, or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The Proposer agrees to post in conspicuous

places, available to employees and applicants for employment, notices which may be provided by the City setting forth the provisions of this nondiscrimination clause.

The Proposer will, in all solicitations or advertisements for employees placed by or on behalf of the Proposer, state that all qualified applicants will receive consideration for employment without regard to race, color, religion, sex, or national origin.

In the event of the Proposer's noncompliance with the non-discrimination clauses of this Contract or with any of the said rules, regulations, or orders, this Contract may be canceled, terminated, or suspended in whole, or in part and the Proposer may be declared ineligible for further City contracts.

The Proposer will include the provisions of these paragraphs in every subcontract or purchase order unless exempted.

#### **EMPLOYMENT OF CERTAIN PERSONS PROHIBITED**

No person who is or has serving/served sentence in a penal or correctional institution or has been found guilty or pleaded guilty or no contest for any type of theft shall be employed on the work covered by this Contract.

#### **ALTERATIONS OR MODIFICATIONS**

This contract will be under the direct supervision of AMI Administrator Sayge Flores. Any alterations or modifications of the work performed under this contract shall be made only by written agreement between the Proposer and the City of Boerne and shall be made prior to commencement of the altered or modified work. No claims for extra work or materials shall be allowed unless covered by written agreement.

#### **SUBCONTRACTS**

The Proposer will not be allowed to subcontract work under this contract unless written approval is granted by the AMI Administrator, Sayge Flores.

#### **RIGHT TO AUDIT RECORDS**

The City shall be entitled to audit the books and records of a proposer or any sub-proposer to the extent that such books and records relate to or affect the performance of such contract or sub-contract. Such books and records shall be maintained by the proposer for a period of three (3) years from the date of final payment under the prime contract and by the sub-proposer for a period of three (3) years from the date of final payment under the sub-contract unless a shorter period is otherwise authorized in writing.

The City of Boerne is tax exempt.

### **DISSEMINATION OF INFORMATION**

During the term of the resulting contract, the successful proposer may not release any information related to the services or performance of services under the contract, nor publish any report or documents relating to the City, the account or performance of services under the agreement without prior written consent of the City; and shall indemnify and hold harmless the City, its officers, agents, and employees from all liability which may be incurred by reason of dissemination, publication and distribution, or circulation, in any manner whatsoever, of any information, data, documents, or material pertaining to the City, the account or the contract by the proposer or its agents or employees.

### **PERMITS / LICENSES**

The Proposer shall, at their expense, pay all fees and procure all necessary licenses and permits needed to conduct the work required under the terms of this contract. The Proposer shall give any and all necessary formal notices required in conjunction with the lawful prosecution of the work of this contract.

### **OBSERVANCE OF LAWS, ORDINANCES AND REGULATIONS**

The Proposer at all times during the term of this contract shall observe and abide by all Federal, State, and Local laws which in any way affect the conduct of the work and shall comply with all decrees and orders of courts of competent jurisdiction. The Proposer shall comply fully and completely with any and all applicable State and Federal statutes, rules and regulations as they relate to hiring, wages, and any other applicable conditions of employment.

### **PROPOSAL REJECTION**

The City of Boerne reserves the right to reject any or all proposals and to accept or reject any part of any proposal. It also reserves the right to waive any technical defects or minor irregularities, which in its discretion, is in the best interest of the City.

### **EXECUTION OF CONTRACT**

The successful Proposer shall, within ten (10) calendar days mail contract documents to the City, to be reviewed by legal dept.

The contract, along with the RFP, its attachments, and addendums, when executed, shall be deemed to include the entire agreement between the parties; the Proposer

shall not base any claim for modification of the contract upon any prior representation or promise made by the representatives of the City, or other persons.

## **CONTRACT TERMINATION**

The City shall have the right to terminate a contract or a part thereof before the work is completed in the event:

- A. Previous unknown circumstances arise making it desirable to the public interest to void the contract.
- B. The proposer is not complying with the specifications.
- C. The proposer refuses, neglects, or fails to supply properly trained or skilled supervisory personnel and/or workers or proper equipment.
- D. The proposer in the judgment of the City is unnecessarily or willfully delaying the performance and completion of the work.
- E. The proposer refuses to proceed with work when and as directed by the City.
- F. The proposer abandons the work or fails to provide timely reports and revenue to the city demonstrating effective and fair collection efforts.
- G. The proposer fails to adhere to the policies and procedures of the Fair Debt Collections Practices Act.

Proposers who have questions concerning various aspects of this Contract should contact the following person:

Oliver Mueller, Purchasing Coordinator  
City Hall, 447 North Main Street  
Boerne, TX 78006  
[Omuellet@boerne-tx.gov](mailto:Omuellet@boerne-tx.gov)

## **GENERAL SCOPE OF WORK**

The overall intent of this Request for Proposal is to engage a Contractor with the ability to perform the following tasks to upgrade the City's water and gas metering capabilities after October 2024.

- A. The Contractor will purchase the water meters and gas modules ("Primary Equipment") for replacement; curb stops and meter box and lids ("Secondary Equipment"); miscellaneous fittings, pipes, valves, and anything else necessary for a fully functional system ("Tertiary Equipment").

Standards with the City of Boerne's Standard Details and Materials Specifications is required.

- B. The project must be completed within 12 month of first meter change and is not to commence until after October 2024. Sufficient quantities of Primary Equipment needs to be available to begin work. Additionally, the Contractor must warranty its labor, materials, and installation for a minimum of twelve (12) months following completion as evidenced by final project approval by the City of Boerne. The contractor shall be required to provide a performance bond and ten percent (10%) maintenance bond as a condition of performing this work.
- C. The Contractor will coordinate with City of Boerne staff to obtain an electronic download of all utility billing data to import into the Contactor's electronic system.
- D. For each meter location where the meter is to be replaced, the Contractor shall electronically capture the following:
  - 1. Address.
  - 2. Incode account number.
  - 3. Photographs:
    - a. Existing condition of meter box surroundings.
    - b. Existing condition of facility being served with meter box in foreground.
    - c. Existing condition of closed meter box.
    - d. Existing condition of open meter box.
    - e. Replaced meter condition of closed meter box.
    - f. Replaced meter condition of open meter box.
  - 4. Previous meter reading of existing meter (along with digital photograph of the meter).
  - 5. Install date.
  - 6. Meter size.
  - 7. Latitude and Longitude.
  - 8. Current meter reading of new replacement meter (along with digital photograph of meter).
  - 9. Previous meter and register serial numbers.
  - 10. New meter and register serial numbers.

This data will then be delivered to the city in an acceptable electronic format suitable for mass upload in the City's customer billing system. Electronic uploads will take place two (2) times per week and coordinated with city staff.

- E. All meters removed by the Contactor shall be tagged with secure labels showing the customer address legibly written and be placed at a location designated by the city.
- F. The City of Boerne will be responsible for mass media publicity and general notices to customers through web site postings, social media, newsletters, and/or

billing inserts. The Contractor will be responsible for shutting off the water to each water meter service as well as notifying each customer of the shut off. The Contractors' team will knock on the doors of residential customer's as well as leave notifications on their doors. In the case of commercial customers, special efforts will be made to ensure minimum disruption to their water needs, which may necessitate that the water meter replacement be conducted during non-business hours and weekends. The City shall approve in writing the text of all door hangers, notices, and other written communications with customers. The Contractor will maintain a local office and local telephone number to assist customers with their concerns or to schedule locations for after-hours work.

- G. The Contractor shall propose detailed scheduling and installation procedures to the city for approval prior to scheduling or commencing installations. The procedures shall be designed to optimize the work of the field personnel and all other staff working on the project and reduce impacts on customers.
- H. The City shall be given weekly reports to track installation productivity, number of meters installed per day, number of gas modules changed out, substantial completion by route, anticipated completion date by route, and other key performance indicators.
- I. The Contractor shall assign qualified and responsible employees to each aspect of the requested work. All employees shall be presentable and act professionally during the course of the project. All employees shall wear a uniform shirt that identifies the Contractor by name, as well as a prominently displayed identification badge. All employees shall be issued and carry a letter describing the project and work to be performed. The Contractor must complete a background investigation on all employees prior to beginning work. A complete list of all employees and their duties must be submitted prior to beginning work.
- J. The Contractor shall operate/maintain all vehicles and equipment in a legal, safe, and responsible manner and have the Contractor name, logo, and contact information prominently displayed.
- K. Before, or at the time of installation, the Contractor shall inspect the existing water meter setting, including piping and shut-off valves. If the Contractor determines that conditions are such that damage to the existing piping would result, the Project Manager shall so inform the City of Boerne, not attempt the installation until the site is inspected by a City representative and postpone installation at the site until the City authorizes the Contractor to proceed with the work. The Contractor shall provide acceptable advance notice to property owners prior to any activity that will interrupt the water service.
- L. The Contractor is responsible for any damage to City owned or privately owned property that occurs at either side of the meter resulting from its installation

efforts. Any damage incurred will be promptly repaired at the Contractor's expense. In addition, and only with prior notice to the City of Boerne, the Contractor is not liable for any preexisting conditions such as leaks, faulty workmanship from previous projects, or faulty existing materials. The Contractor shall photograph the area surrounding the meter prior to commencing work to document existing conditions.

- M. The Contractor shall be responsible for replacing any meter or appurtenances improperly set by its employees. The Contractor shall correct any damage to couplings, threads, unions, or meters by use of improper tools or cross threading by an employee. The Contractor shall be responsible for correcting any leaks at the valves, couplings, or service lines that could be reasonably attributed to the meter installation reported by the City or its customers within the warranty period.
- N. The Contractor is responsible for repairing any damage it causes to meter boxes and/or vaults that result from its installation efforts. Some areas of concrete, asphalt or other paved surfaces may need to be removed in order to gain access to meters. In this case, the Contractor will restore the affected area to a condition as close as possible to the condition as it existed prior to installation and in conformance with standard City of Boerne specifications.
- O. The Contractor shall replace all meter boxes that are damaged, improperly installed, undersized, or missing with new meter boxes. Contractor shall document necessity of replacing meter boxes with photographic data and consult with the City as needed prior to replacement.
- P. Should the Contractor receive a call or complaint from a customer or the City regarding installation, the Contractor shall immediately log the call, including caller's name, address, account number if available, date, and time of call, nature of problem, and the action taken. Copies of all logs shall be forwarded to the City not less than bi-weekly.

In addition to the above scope of services, the companies that would be replying to this RFP shall: Be a company with at least five (5) years' experience.

#### FORM OF PROPOSAL

All proposers should be aware that the RFP and the responses thereto are in the public domain; therefore, proposers shall identify specifically any information contained in the proposal which is to be considered confidential or proprietary and exempt from disclosure. Blanket statements that entire submittals are confidential shall be unacceptable.

All proposals will become the exclusive property of the City and will not be returned.

## **CITY OF BOERNE RFP 1023-01 EXHIPIT"A" SCOPE OF WORK 15 PAGES TOTAL**

Proposals shall be prepared simply and economically, providing a straightforward, concise description of the proposer's ability to fulfill the requirements of the Request for Proposal. In order to ensure a uniform review process and to obtain the maximum degree of comparability, it is required that proposals be organized in the matter specified.

### Title page

Show the name of proposer's agency/firm, address, telephone number, name of person authorized to obligate the firm, date, and the subject: REQUEST FOR PROPOSALS –WATER METER / GAS MODULE REPLACEMENT CONTRACT RFP 1023-01

### Table of Contents

Include a clear identification of the material by section and by page number.

### Letter of Transmittal

Limit to one or two pages briefly stating the proposer's understanding of the work to be done and making a positive commitment to perform the work. Give the names of the persons who will be authorized to make representations for the proposer, their titles, addresses and telephone numbers.

### General Information

Name of business

Mailing address / phone & fax number

Name of person to contact

Business hours of business

State if business is local, national, or international and indicate the business legal status (corporation, partnership, etc.)

Give the date business was organized and/or incorporated.

Give the location of the office from which the work is to be done and the number of professional staff employees at the office

Indicate whether the business is a parent or subsidiary in a group of firms/agencies



INFORMATION REQUIRED OF PROPOSER

A, Cost

Submit fee for this service as described within.

B. The City of Boerne will not be responsible for any out-of-pocket expenses incurred by the proposer.

C. Financial Soundness of Proposer

The proposer's most recent certified annual report, including balance sheets and profit and loss statements, should be submitted with its proposal. All information pertaining to the financial soundness of Proposer shall remain confidential. The City of Boerne will contract only with a Proposer found to be financially sound. In addition, the City should be notified if there is a major claim(s) against the firm that could impact their ability to perform.

ASSIGNMENT OF KEY STAFF

The key member(s) of the contract identified must be assigned to the contract and must remain assigned to the contract for its duration unless the City agrees in writing to modify the assignment. If a key member leaves during the course of the contract, the City must be notified immediately, and the contractor must submit the replacement name and credentials for approval by the City prior to that person starting work on the contract.

CITY INFORMATION

Successful proposer will be required to submit an Indemnity Agreement, Stipulation Against Liens and a certificate of insurance as described.

CONSULTANT SELECTION

The City will review all proposals submitted and will evaluate proposals based upon the contractor's understanding of the work to be done, its experience with similar types of work, proposed equipment and system methodology, proposed costs, and the qualifications of the staff. Proposals should provide information in sufficient detail to allow a complete evaluation.

### EVALUATION FOR PROPOSALS

The award may or may not be made to the firm submitting the lowest proposal. Award shall be made to the responsible offeror whose proposal is determined to be the most advantageous to the City, taking into consideration the evaluation factors set below. Only submissions that are complete and returned within the time limit will be considered.

The selection will be made by the City based on the following criteria:

- A. Experience, Qualifications and Public Sector References, Cost
- B. Capability to intergrade with Badger, Itron and Tantalus
- C. Capability to secure Materials
- D. Workorder integration software needs to be compatible with INCODE 10
- E. Experience with installing and programming ITRON products.

### SELECTION COMMITTEE AND PROCEDURE FOR REVIEW OF PROPOSALS

A Selection Committee will be established to review and evaluate all proposals submitted in response to this Request for Proposal (RFP). The Committee shall conduct a preliminary evaluation of all proposals on the basis of the "Evaluation of Proposals" section of this RFP. Failure to comply with any requirements shall disqualify a proposal.

The City may arrange for a meeting with the submitting parties or entities to clarify any aspect of the proposals. The selection committee has the responsibility to negotiate the most favorable cost, terms and conditions to the City of Boerne. The negotiating process may involve one or more RFP responses and may continue until the actual award of the contract.

The City reserves the right to reject any and all proposals. The City further reserves the right to seek new proposals when such a procedure is reasonably in the best interest of the city to do so.

### QUESTIONS REGARDING SPECIFICATIONS OR PROPOSAL PROCESS

To ensure fair consideration for all firms, the City prohibits communication to or with any department director, division manager, or employee during the submission process with the exception of those questions relative to interpretation of specifications or the proposal process. Such communications initiated by a firm may be grounds for disqualifying the offending firm from consideration for award of the proposal and/or any future proposal.

No interpretations of the meaning of the RFP documents will be made to any bidder orally. Every request for such interpretation shall be in writing to the City of Boerne

**CITY OF BOERNE RFP 1023-01 EXHIPIT"A" SCOPE OF WORK 15 PAGES TOTAL**

Purchasing Office, and to be given consideration must be received in writing prior to 02:00 P.M. on Monday, November 13, 2023 Direct inquiries to:

Oliver Mueller  
Purchasing Coordinator  
447 North Main St  
Boerne, TX 78006  
FAX: 830-815-1211  
[Omueller@boerne-tx.gov](mailto:Omueller@boerne-tx.gov)

Any and all such interpretation will be in the form of an Addendum to the Contract Documents and will be faxed or emailed to all prospective firms at the number furnished by them by 2:00 P.M. on Wednesday, November 15, 2023.

Additionally, the City prohibits communications by a proposer to any City Official or employee evaluating or considering the proposals prior to the time an award decision has been made. Any communication between the proposer and the City will be initiated by the Purchasing Coordinator in order to obtain information or clarification needed to develop a proper, accurate evaluation of the proposal. Any communication outside of the Purchasing Coordinator with the proposer shall be grounds for disqualifying the offending proposer from consideration for award of the proposal and/or any future proposal.

**Attachment 1: Material Items List**

## Attachment 1

ITEM No.	Items of Work	Item Number	Quantity	Unit price
1	BADGER 5/8" WATER METER MODEL 25 (3/4 X 7-1/2) WITH BRONZE BOTTOM (HRE REGISTER & 5 FT ERT CONNECTION) 8 DIAL 0.1 GALLONS	100-7052	5000	
2	BADGER 3/4" WATER METER MODEL 35 (3/4 X 7-1/2) WITH BRONZE BOTTOM (HRE REGISTER & 5 FT ERT CONNECTION) 8 DIAL 0.1 GALLONS	104-5494	200	
3	ITRON Ert MODULE 100W+	ERW-1300-403	5200	
4	RUBBER WATER METER ¾ GASKET (3/4"x 1/8")		10400	
5	ITRON 100 G DATA LOGGING ERT MODULE SENSUS 11 TOOTH FOR R-275	ERG-5006-002	2000	
6	ITRON 100 G DATA LOGGING ERT MODULE SENSUS 18 TOOTH FOR R-415	ERG-5006-004	100	
7	10-24 5/8" PAN HEAD PHILIPS SCREW 3/8" WIDE		4200	
8	METER BOX WITH LID	AS SPECIFIED BY THE CITY OF BOERNE'S STANDARD SPECIFICATION SHEET		
9	CURB STOP	AS SPECIFIED BY THE CITY OF BOERNE'S		

**CITY OF BOERNE RFP 1023-01 EXHIPIT"A" SCOPE OF WORK 15 PAGES TOTAL**

		STANDARD SPECIFICATION SHEET		
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[https://www.ci.boerne.tx.us/DocumentCenter/View/14205/Standard-Specifications-and-Details-July-2015-Final\\_Updated-62320](https://www.ci.boerne.tx.us/DocumentCenter/View/14205/Standard-Specifications-and-Details-July-2015-Final_Updated-62320)

**MATERIALS**

All Materials used must align with the City of Boerne Standard specification for Public Works Construction guidelines which can be found on the City of Boerne Website. Any materials used that are not mentioned in the Standard Specifications for Public Work Construction guidelines must be approved by the City prior to the purchase of said materials.

The City of Boerne Reserves the right of first refusal on any additional materials not used proceeding the completion of contract.



SMART UTILITIES • WATER • ELECTRIFICATION  
BUILDING ENVELOPE • LIGHTING • SOLAR

*"Building Solutions for Your Success"*

NAESCO  Accredited Contractor

## Metering

### Bid Price Proposal for Water Meter / Gas Module Replacement

Presented to  
City of Boerne, TX

November 16, 2023





# Summary Quotation - Water Meter / Gas Module Replacement

Metering Project Summary

11/16/2023

## PROJECT SUMMARY

<b>Total Turnkey Implementation Price*:</b>	<b>\$</b>	<b>2,673,441</b>
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## PROJECT INSTALLATION CHARGES

Material Charge:	\$	2,068,436
Labor Charge:	\$	558,219
<b>TOTAL PROJECT INSTALLATION CHARGES:</b>	<b>\$</b>	<b>2,626,656</b>

## GENERAL CONDITIONS

Storage & Disposal:	Included
A/T ForkLift:	Included
Mobilization & Pre-Con:	Included
Vehicles & Fuel:	Included
Work Order Management System:	Included
Post Installation Door Hangers:	Included
Project Management:	Included
<b>TOTAL PROJECT GENERAL CONDITIONS CHARGES:</b>	<b>Included</b>

## TAXES, BONDING, and OTHER FEES

Material Sales & Use Tax:	\$	-
Payment & Performance Bond:	\$	46,785
<b>TOTAL PROJECT TAXES, BONDING, and OTHER FEES:</b>	<b>\$</b>	<b>46,785</b>

\* Please see Terms & Conditions for Additional Information



## Metering - Unit Price Quote

## Water Meter / Gas Module Replacement

11/16/2023

### BASE SCOPE OF WORK

Fixture Product Code	Qty in Scope	Specification	Retrofit Line Item Description	Unit Major Material Price	Unit Labor & Misc Materials Price	Total Turnkey Unit Installation Price	Extended Total Price
.625MIO	5,000	Badger Model 25 HRE Encoder	.625" Meter Install - Outdoor Installation	\$ 225.64	\$ 56.62	\$ 282.26	\$ 1,411,319
.75MIO	200	Badger Model 35 HRE Encoder	.75" Meter Install - Outdoor Installation	\$ 269.51	\$ 56.62	\$ 326.14	\$ 65,228
GASINDEXRES11	2,000	ERG-5006-002 100G DLS	Residential Gas Meter Index Replacement 11 tooth	\$ 90.24	\$ 56.47	\$ 146.71	\$ 293,422
GASINDEXRES18	100	ERG-5006-004 100G DLS	Residential Gas Meter Index Replacement 18 tooth	\$ 90.24	\$ 56.47	\$ 146.71	\$ 14,671
ENDPOINT	5,200	ERW-1300-403 100W+	Install Endpoint and Confirm Communication	\$ 134.00	\$ 27.92	\$ 161.93	\$ 842,015
<b>SUBTOTAL MATERIAL AND LABOR CHARGES</b>							<b>\$ 2,626,656</b>
Freight Charges:							Included
Mobilization & Pre-Construction Expense:							Included
Storage & Dumpsters:							Included
Lifts & Other Rentals:							Included
Vehicles & Fuel:							Included
Work Order Management System:							Included
Post Installation Door Hangers:							Included
Project Management:							Included
Material Sales & Use Tax (\$230,417.25 tax implication if valid certificate if not provided):							TAX EXEMPT
Payment & Performance Bond:							\$ 46,785
<b>TOTAL IMPLEMENTATION PRICE</b>							<b>\$ 2,673,441</b>

### ADDITIONAL ITEMS

Fixture Product Code	Qty in Scope	Specification	Retrofit Line Item Description	Unit Major Material Price	Unit Labor & Misc Materials Price	Total Turnkey Unit Installation Price	Extended Total Price
LIDCUT-P		N/A	Poly Lid Drill for Transmitter Installation	\$ -	\$ 4.19	\$ 4.19	\$ -
LIDCUT-S-BATCH		N/A	Steel Lid Drill for Transmitter Installation (Batch Cut)	\$ -	\$ 17.31	\$ 17.31	\$ -
LIDCUT-S-INDIV		N/A	Steel Lid Drill for Transmitter Installation (Individual Cut)	\$ -	\$ 45.23	\$ 45.23	\$ -
LIDCUT-C		N/A	Concrete Lid Drill for Transmitter Installation	\$ -	\$ 20.34	\$ 20.34	\$ -
SMBOX-SOFT		DFW36C-12-1EBAF	Small Meter Box Replacement - Soft Dig (1" or smaller)	\$ 149.62	\$ 83.76	TBD	\$ -
SMBOX-HARD		DFW36C-12-1EBAF	Small Meter Box Replacement - General Hardscape (1" or smaller)	\$ 149.62	\$ 340.66	TBD	\$ -
RESSTOP		Mueller B-24350	.625" - .75" Curb Stop Replacement	\$ 149.66	\$ 84.15	\$ 233.82	\$ -





## Water Meter / Gas Module Replacement Proposal Terms & Conditions

Acceptance of the attached Proposal (the "Proposal") by Customer shall be acceptance of all terms and conditions set forth herein. These terms and conditions shall supersede any conflicting terms or conditions in any other document. Any terms and conditions set forth in any other document in addition or different from those set forth herein are objected to and shall have no force or effect.

Customer's agreement herewith shall be evidenced by Customer's signature herein or by permitting to commence work on the project.

### **I. General Terms and Conditions**

#### **1. Proposal Expiration.**

This Proposal pricing is contingent upon executed agreement by (1/15/2023). Estimated project start: October 2024

In the event this Proposal is not properly or timely accepted by the Customer, the Proposal, together with any and all related terms and conditions and deliverables, are subject to amendment, change and/or substitution by Envocore in its sole and absolute discretion.

#### **2. Material.**

The turnkey pricing (the "Pricing") in the Proposal is based on usage of the specified materials. Material changes may result in changes to Pricing. All increases in material cost due to tariffs will be passed along to the Customer. Material must be ordered by 2/1/24 to guarantee proposal pricing.

It is possible that the materials included in the Proposal could become either temporarily or permanently unavailable for reasons beyond Envocore's control.

In the event that materials become temporarily unavailable, the time for performance will be automatically extended by an amount of time identical to that in which the materials were unavailable.

In the event that materials become permanently unavailable, Envocore may either:

- (i) substitute different materials of equal or better quality at no additional cost to Customer; or
- (ii) substitute materials of a different quality and adjust Pricing.

Customer approval is required prior to the substitution of materials of a different quality due to permanent unavailability. The time for performance will also be automatically extended in the event that materials become permanently unavailable.

#### **3. Wage Rates.**

Prevailing or Davis Bacon wages are not included in the Pricing.

#### **4. Bonding.**

Costs for payment and performance bonds are included in the Pricing.

#### **5. Taxes.**

Federal, state and/or local taxes are not applicable to the project. In the event that the taxes are initially not believed to be applicable to the project, and subsequently determined to be applicable, such additional costs will be added to the Pricing. A valid tax exemption certificate must be provided and specifically name Envocore and its subsidiaries as an authorized agent for this project. (\$230,417.25 sales and use tax implication if valid certificate is not provided.)

#### **6. Payment Terms.**

Net thirty (30) days.

#### **##### Retainage.**

In the event that retainage is to be withheld, Customer will withhold an aggregate amount of five percent (5%).

#### **8. Permits and Fees.**

Permits and fees are included in the Pricing.

#### **9. Workmanship Warranty.**

Envocore, or its subsidiaries, warrants its workmanship for a period of one (1) year from substantial completion of the work. Upon completion of the work, Envocore, or its subsidiaries, will provide Customer with a certificate documenting the date of substantial completion.

#### **10. Material Warranties.**

The materials included in the Proposal are covered by manufacturer's warranties. Each such warranty is administered by the respective manufacturer of the material.

Envocore, or its subsidiaries will furnish to Customer, upon completion of the work, contact information for manufacturers.

For warranty purposes, the manufacturer may request that defective material be returned to it for inspection. Customer agrees to retain all materials which prematurely fail and provide such materials to the manufacturer(s) upon request.

#### **11. Confidentiality of Proposal.**

The Proposal is confidential and contains proprietary information and Envocore IP. Neither the Proposal nor any of the information contained in it may be reproduced or disclosed to any third party under any circumstances without the prior written permission of Envocore, or its subsidiaries. Customer acknowledges and agrees that the disclosure, copying, distribution or use of the Proposal or any information contained therein is strictly prohibited.

#### **12. Areas Containing Hazardous Materials.**

Envocore, or its subsidiaries, shall not under any condition perform work in areas containing hazardous materials (i.e. asbestos, lead paint, etc.). In the event that hazardous material is reasonably suspected to exist, or discovered to exist, by Envocore, or its subsidiaries, during the performance of the work, Envocore, or its subsidiaries, shall immediately suspend all work and shall not resume performance of the work until the hazardous materials is reasonably determined not to exist or properly remediated at the sole cost and expense of the Customer.



## Water Meter / Gas Module Replacement Proposal Terms & Conditions

Acceptance of the attached Proposal (the "Proposal") by Customer shall be acceptance of all terms and conditions set forth herein. These terms and conditions shall supersede any conflicting terms or conditions in any other document. Any terms and conditions set forth in any other document in addition or different from those set forth herein are objected to and shall have no force or effect.

Customer's agreement herewith shall be evidenced by Customer's signature herein or by permitting to commence work on the project.

### II. Metering Specific Terms and Conditions

SCOPE OF WORK NOTES AND METERING SPECIFIC TERMS AND CONDITIONS	
•	This proposal is assumed to be executed under RTS Water Solutions, a wholly owned subsidiary of Envocore, on a basis that the local licensure and/or Certificate of Authority is held by this particular Envocore business unit entity.
•	Itron programming handhelds to be provided by the City of Boerne, TX
•	The 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. If actual quantities are increased or decreased by more than 10%, Envocore reserves the right to adjust unit pricing to reallocate these fixed general conditions costs.
•	This proposal is based on a single mobilization with an anticipated completion of 7.0 months or less based on the exact BASE SOW lined out in the bidding documents. Should the FINAL SOW significantly change beyond quoted quantities, the projected schedule of completion will need to be amended.
•	The projected installation schedule is based on a crew size of 4 installers and 1 Construction Manager. The projected installation schedule is contingent upon accessibility, scheduling and material availability for the installation crews.
•	Envocore's ability to begin work is predicated on Customer Account Data being provided in a timely manner. Customer Account Data are utilized in construction of the Workorder Management System utilized by Envocore in completing the Scope of Work 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 Envocore has received Customer Account Data from City of Boerne, TX.
•	All products to be provided to Envocore shall be provided in sufficient quantities to allow for the uninterrupted installation of all meters targeted for upgrade. Typically a 2 month supply of materials is requested to be on hand at the onset of installation. If production stoppage occurs due to availability of material, an additional mobilization cost will be incurred.
•	Installation of ancillary infrastructure items that are included in base scope of work, or detailed as an additional optional item in this proposal as priced per unit in this Proposal, are with the assumption that such installation occurs at the time of regular meter installation. Should any of these installation efforts be requested at a time other than regular meter installation, additional fees may be assessed. Examples of these items include, but are not limited to: - meter boxes/lids - curb stops - isolation valves - retrosetters - backflow preventers/check valves - etc.
•	Additional work beyond scope items specifically identified in this price proposal will be priced on a Time & Material (T&M) rate of \$131 per hour plus material at cost +15%
•	Envocore, or its subsidiaries, may request to be compensated for work delays caused by the customer. Said compensation will be calculated using this formula: T&M rate per hour x hours of delay x the number of Envocore employees or contract employees delayed.
•	Should a City-side valve require replacement/installation the City must shut down the main line feeding that service to facilitate the valve work. Envocore will not attempt to replace/install valves on a "hot" line.
•	Envocore will repair any service lines within 12" of meter pit if damage was caused by Envocore's negligence, does not include compression couplings on a pressurized line or faulty plumbing.
•	Over the duration of the project, some service locations may be returned back to City of Boerne, TX for repair (RTU) if the meter service is deemed "inaccessible." Envocore will only return and install the new meter and transmitter using normal installations techniques for RTU'd accounts if City of Boerne, TX completes required repairs within 10 business days. If City of Boerne, TX doesn't complete repairs within said window. City of Boerne, TX will be charged a TRIP FEE in the amount of 50% of the quoted installation cost of the new meter and transmitter, and this account will be removed from the targeted install list for Envocore. "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): 1) Locations where a faulty valve prevents Envocore from shutting off the water to the facility. A faulty shut off valve would be considered a pre-existing condition that would prevent Envocore from replacing the meter. It would either be returned to City of Boerne, TX for repair or repaired by Envocore at an additional cost. 2) Locations where the meter flange or coupling is located outside of the meter pit. 3) Locations that cannot be reached and require that the lid ring and/or meter pit to be removed. 4) Meters where City of Boerne, TX's customer prevents Envocore from accessing the meter. 5) If it is determined that attempting a meter install will result in failure of the service line. When all Scope of Work that it is possible to complete has been completed, Envocore will initiate a "true up" to adjust contracted quantities to be installed.
•	Envocore will work closely with City of Boerne, TX to develop a sequence for executing this project. Envocore will then proceed with work in the agreed upon sequence. Envocore recommends informative/educational mailings describing the overall program be sent in advance of the upgrade program. This is a good tool to prepare the customer base for the upgrade program. These mailing can be included in the water bill or mailed separately. Envocore routinely works with Utilities to develop the appropriate verbiage to include in its public education mailings and can provide samples upon request.
•	Envocore will be responsible for providing meter exchange data to City of Boerne, TX to upload into their billing software.
•	Software interface between the AMR/AMI system and Utility Billing is handled by others.



## Water Meter / Gas Module Replacement Proposal Terms & Conditions

Acceptance of the attached Proposal (the "Proposal") by Customer shall be acceptance of all terms and conditions set forth herein. These terms and conditions shall supersede any conflicting terms or conditions in any other document. Any terms and conditions set forth in any other document in addition or different from those set forth herein are objected to and shall have no force or effect.

Customer's agreement herewith shall be evidenced by Customer's signature herein or by permitting to commence work on the project.

### III. Project Specific Inclusions/Exclusions

PROJECT SPECIFIC INCLUSIONS/EXCLUSIONS		
Included in Pricing	NOT included in Pricing	
		General Conditions Items
✓		<b>PROJECT MANAGEMENT:</b> A dedicated on site Construction Manager will serve as the primary point of contact during the Deployment Phase of this project. Cost for this has been embedded in unitized pricing.
✓		<b>STORAGE AND MATERIAL HANDLING:</b> A quantity of 2 Conex have been included in this proposal. Cost for this has been embedded in unitized pricing.
✓		<b>RECYCLABLE SCRAP MATERIALS:</b> All meters removed by the Contactor shall be tagged with secure labels showing the customer address legibly written and be placed at a location designated by the city.
✓		<b>GENERAL WASTE DISPOSAL:</b> A Quantity of 1 dumpster has been included in this proposal. Cost for this has been embedded in unitized pricing.
✓		<b>WORK ORDER MANAGEMENT SYSTEM:</b> Ensignt+ Workorder Management System setup and used. 2 external user IDs included in the pricing of this proposal. Additional user IDs may be added for a cost of \$135 per month per user ID. Costs for utilization of Ensignt+ Work Order Management System are included in the unitized pricing detailed in this Proposal.
✓		<b>VEHICLES AND FUEL EXPENSE:</b> Newer model vehicles with Company Logo materials shall be provided for all field installation crew members. Vehicle fuel and maintenance expenses are included as part of the unitized pricing detailed in this Proposal.
✓		<b>CUSTOMER NOTIFICATIONS:</b> Post install doorhangers will be left at each location after meter installation. Cost for this has been embedded in unitized pricing.
✓		<b>RENTAL EQUIPMENT:</b> Forklifts, vacuum excavators, mini excavators, and other equipment to be used in conjunction of this project. Cost for this has been embedded in unitized pricing.
	✓	<b>HAZARDOUS WASTE DISPOSAL:</b> Hazardous waste disposal is not anticipated on this project.
	✓	<b>CITY SIDE SERVICE LINE MATERIAL IDENTIFICATION:</b> Identification of supply piping material with drop-down selection in work order management system. Identification of lead lines shall be further documented with a photo.
	✓	<b>CUSTOMER SIDE SERVICE LINE MATERIAL IDENTIFICATION:</b> Identification of supply piping material with drop-down selection in work order management system. Identification of lead lines shall be further documented with a photo.
	✓	<b>MBE/WBE/SBE SUBCONTRACTOR INVOLVEMENT:</b> MBE/WBE/SBE participation has not been included in this proposal pricing.
INCLUDED IN BASE SOW PRICING	ADDITIONAL ITEMS	
		Typical Installation Items
✓		Installation of new rubber meter gasket and installation of new bolts as required.
	✓	Replace Meter Boxes or Vaults
	✓	Replace Meter Boxes Lids
	✓	Modification of meter boxes to accommodate meter position
	✓	Spool pieces may be necessary to complete installation. These can be provided at the T&M rate presented in specific terms and conditions.
	✓	Cut hole in meter box lid to accommodate AMI Through the Lid Antenna



## Metering - Unit Price Quote

## Water Meter / Gas Module Replacement

11/16/2023

## BASE SCOPE OF WORK

Feature Product Code	Qty In Scope	Specification	Rebate Line Item Description	Unit Major Material Price	Unit Labor & Misc Materials Price	Total Turnkey Unit Installation Price	Extended Total Price
625MIO	5,000	Badger Model 25 HRE Encoder	625" Meter Install - Outdoor Installation	\$ 225.64	\$ 56.62	\$ 282.26	\$ 1,411,319
75MIO	200	Badger Model 35 HRE Encoder	.75" Meter Install - Outdoor Installation	\$ 269.51	\$ 56.62	\$ 326.14	\$ 65,228
GASINDEXRES11	2,000	ERG-5006-002 100G DLS	Residential Gas Meter Index Replacement 11 tooth	\$ 90.24	\$ 56.47	\$ 146.71	\$ 293,422
GASINDEXRES18	100	ERG-5006-004 100G DLS	Residential Gas Meter Index Replacement 18 tooth	\$ 90.24	\$ 56.47	\$ 146.71	\$ 14,671
ENDPOINT	5,200	ERV-1300-403 100W+	Install Endpoint and Confirm Communication	\$ 134.00	\$ 27.92	\$ 161.93	\$ 842,015
SUBTOTAL MATERIAL AND LABOR CHARGES				\$ 2,626,656			
Freight Charges:				Included			
Mobilization & Pre-Construction Expenses:				Included			
Storage & Dumpsters:				Included			
Lifts & Other Rentals:				Included			
Vehicles & Fuel:				Included			
Work Order Management System:				Included			
Post Installation Door Hangers:				Included			
Project Management:				Included			
Material Sales & Use Tax (\$230,417.25 tax implication if valid certificate if not provided):				TAX EXEMPT			
Payment & Performance Bond:				\$ 46,785			
TOTAL IMPLEMENTATION PRICE				\$ 2,673,441			

## ADDITIONAL ITEMS

Feature Product Code	Qty In Scope	Specification	Rebate Line Item Description	Unit Major Material Price	Unit Labor & Misc Materials Price	Total Turnkey Unit Installation Price	Extended Total Price
LIDCUT-P		N/A	Poly Lid Drill for Transmitter Installation	\$ -	\$ 4.19	\$ 4.19	\$ -
LIDCUT-S-BATCH		N/A	Steel Lid Drill for Transmitter Installation (Batch Cut)	\$ -	\$ 17.31	\$ 17.31	\$ -
LIDCUT-S-INDIV		N/A	Steel Lid Drill for Transmitter Installation (Individual Cut)	\$ -	\$ 45.23	\$ 45.23	\$ -
LIDCUT-C		N/A	Concrete Lid Drill for Transmitter Installation	\$ -	\$ 20.34	\$ 20.34	\$ -
SMBOX-SOFT		DFW36C-12-1EBAF	Small Meter Box Replacement - Soft Dig (1" or smaller)	\$ 149.62	\$ 83.76	\$ TBD	\$ -
SMBOX-HARD		DFW36C-12-1EBAF	Small Meter Box Replacement - General Hardscope (1" or smaller)	\$ 149.62	\$ 340.66	\$ TBD	\$ -
RESTOP		Muehler B-24350	.625" - .75" Curb Stop Replacement	\$ 149.66	\$ 84.15	\$ 233.82	\$ -

## PRICING PROPOSAL


**Summary Quotation - Water Meter / Gas Module Replacement**

Metering Project Summary

11/16/2023

<b>PROJECT SUMMARY</b>		
<b>Total Turnkey Implementation Price*:</b>	<b>\$</b>	<b>2,673,441</b>
<b>PROJECT INSTALLATION CHARGES</b>		
Material Charge:	\$	2,068,436
Labor Charge:	\$	558,219
<b>TOTAL PROJECT INSTALLATION CHARGES:</b>	<b>\$</b>	<b>2,626,656</b>
<b>GENERAL CONDITIONS</b>		
Storage & Disposal:	Included	
A/T ForkLift:	Included	
Mobilization & Pre-Con:	Included	
Vehicles & Fuel:	Included	
Work Order Management System:	Included	
Post Installation Door Hangers:	Included	
Project Management:	Included	
<b>TOTAL PROJECT GENERAL CONDITIONS CHARGES:</b>	<b>Included</b>	
<b>TAXES, BONDING, and OTHER FEES</b>		
Material Sales & Use Tax:	\$	-
Payment & Performance Bond:	\$	46,785
<b>TOTAL PROJECT TAXES, BONDING, and OTHER FEES:</b>	<b>\$</b>	<b>46,785</b>

\* Please see Terms & Conditions for Additional Information