

RESOLUTION NO. 2023 - 2992

A RESOLUTION OF THE TOWN COMMISSION OF THE TOWN OF SURFSIDE, FLORIDA, APPROVING A FIRST AMENDMENT TO THE PROFESSIONAL SERVICES AGREEMENT WITH BADGER METER, INC. FOR THE PURCHASE OF NEW CELLULAR ENCODERS TO IMPLEMENT PHASE II OF THE TOWN'S CELLULAR WATER METER PLAN; FINDING THAT THE PURCHASE IS EXEMPT FROM COMPETITIVE BIDDING PURSUANT TO SECTIONS 3-13(6) AND (7)F OF THE TOWN CODE AS SERVICES AVAILABLE FROM A SOLE SOURCE AND AS A PUBLIC WORKS AND UTILITIES PURCHASE FOR TOWN FACILITY MAINTENANCE AND REPLACEMENT WORK; PROVIDING FOR AUTHORIZATION; PROVIDING FOR IMPLEMENTATION; AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, in 2013, the Town of Surfside (the "Town") installed a battery-operated transponder system consisting of 1,700 encoders to transmit residential water meter information to the Town Hall's centralized antenna; and

WHEREAS, due to the battery-operated transponder system's age, fifteen percent of existing encoders have failed and Town Staff anticipates that additional encoder failures will accelerate in the near future, consistent with the expected 8 to 10 year battery life expectancy of each encoder; and

WHEREAS, Town Staff has developed and budgeted for a multi-year Cellular Water Meter Plan to replace the Town's aging battery-operated transponder system encoders (the "Project"); and

WHEREAS, on December 14, 2021, the Town Commission adopted Resolution No. 2021-2836, which approved the purchase of 659 cellular-based encoders and related cloud-based hosting services from Badger Meter, Inc. (the "Vendor") to implement Phase I of the Project ("Phase I"); and

WHEREAS, pursuant to Resolution No. 2021-2836, the Town entered into a Professional Services Agreement with the Vendor for Phase I (the "Agreement"); and

WHEREAS, Section 1.2 of the Agreement provides that the Agreement may be amended to authorize Phases II and III of the Project; and

WHEREAS, the Vendor has submitted a proposal to the Town to implement Phase II of the Project attached hereto as Exhibit "A" (the "Proposal"); and

WHEREAS, as part of the Proposal, the Vendor will replace an additional 550 existing encoders with cellular-based encoders at a cost of \$182.05 per encoder, for a total of cost of \$100,127.50 (the "Phase II Encoder Replacement Work"); and

WHEREAS, pursuant to Section 3-13(6) of the Town's Code, supplies, equipment, or services available from a sole source only may be exempted from competitive bidding; and

WHEREAS, additionally, pursuant to Section 3-13(7)(f) of the Town's Code, public works or utilities maintenance and repair purchases for Town facilities are exempt from competitive bidding; and

WHEREAS, the Town Commission wishes to approve a First Amendment to the Agreement with the Vendor, in substantially the form attached hereto as Exhibit "B" (the "First Amendment"), for the purchase of the Phase II Encoder Replacement Work for a total amount not to exceed \$100,127.50, consistent with the Proposal; and

WHEREAS, the Town Commission finds that the purchase of the Phase II Encoder Replacement Work is in the best interests and welfare of the Town.

NOW, THEREFORE, BE IT RESOLVED BY THE TOWN COMMISSION OF THE TOWN OF SURFSIDE, FLORIDA, AS FOLLOWS:

Section 1. Recitals Adopted. Each of the above stated recitals are hereby adopted, confirmed, and incorporated herein.

Section 2. Purchase of Phase II Encoder Replacement Work Approved; Exemption from Competitive Bidding. The Town Commission hereby approves the purchase of the Phase II Encoder Replacement Work pursuant to the Proposal attached hereto as Exhibit "A", and approves the First Amendment, in substantially the form attached hereto as Exhibit "B," for the purchase of the Phase II Encoder Replacement Work for a total amount not to exceed \$100,127.50, consistent with the Proposal. The Town Commission finds that pursuant to Sections 3-13(6) and (7)(f) of the Town's Code, the purchase of the Phase II Encoder Replacement Work is exempt from competitive bidding.

Section 3. Authorization to Expend Funds and Execute First Amendment. The Town Manager is hereby authorized to expend funds in the amount of \$100,127.50 for the Phase II Encoder Replacement Work and execute the First Amendment, in substantially the form attached hereto as Exhibit "A," subject to final approval by the Town Manager and Town Attorney.

Section 4. Implementation. The Town Manager and Town Officials are authorized to take any and all necessary or further action to implement the purchase of the Phase II Encoder Replacement Work and the purposes of this Resolution.

Section 5. Effective Date. This Resolution shall be effective immediately upon adoption.

PASSED AND ADOPTED this 9th day of May, 2023.

Motion By: Commissioner Meisheid
Second By: Commissioner Landsman

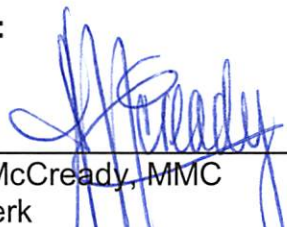
FINAL VOTE ON ADOPTION:

Commissioner Fred Landsman	<u>Yes</u>
Commissioner Marianne Meisheid	<u>Yes</u>
Commissioner Nelly Velasquez	<u>Yes</u>
Vice Mayor Jeffrey Rose	<u>Yes</u>
Mayor Shlomo Danzinger	<u>Yes</u>



Shlomo Danzinger, Mayor

ATTEST:



Sandra McCready, MMC
Town Clerk

**APPROVED AS TO FORM AND LEGALITY FOR THE USE
AND BENEFIT OF THE TOWN OF SURFSIDE ONLY:**



Weiss Serota Helfman Cole & Bierman, P.L.
Town Attorney

FIRST AMENDMENT
TO PROFESSIONAL SERVICES AGREEMENT
BETWEEN
THE TOWN OF SURFSIDE
AND
BADGER METER, INC.

THIS FIRST AMENDMENT TO PROFESSIONAL SERVICES AGREEMENT (this "Amendment") is entered into as of _____, 2023 by and between the **TOWN OF SURFSIDE, FLORIDA**, a Florida municipal corporation (hereinafter the "Town"), and **BADGER METER, INC.**, a Wisconsin for-profit corporation authorized to do business in Florida (hereinafter, the "Contractor").

WHEREAS, on May 10, 2022, the Town and Contractor entered into that certain Professional Services Agreement (the "Agreement") for Phase I of the Town's three-year conversion program to convert all 1,700 existing meter encoders to cellular based encoders in order to replace the low battery inventory reaching life expectancy (the "Project"); and

WHEREAS, Section 1.2. of the Agreement provides that the Agreement may be amended to authorize Phases II and III of the Project, as detailed in a subsequent proposal to be provided by the Contractor at the direction of the Town and subject to the approval of the Town; and

WHEREAS, the Contractor has agreed to provide and deliver 550 cellular based encoders in accordance with the Proposal attached hereto as Exhibit "A" for Phase II of the Project, which consists of replacing 550 of the Town's existing water meter encoders ("Phase II Services"); and

WHEREAS, the Town and Contractor wish to amend the Scope of Services and compensation payable to Contractor for Phase II of the Project.

NOW, THEREFORE, for and in consideration of the mutual promises set forth herein, the parties do hereby agree as follows:¹

1. **Recitals Adopted.** The above recitals are true and correct and are incorporated herein by this reference. All initially capitalized terms used but not otherwise defined herein shall have the meaning ascribed thereto in the Agreement.

2. **Scope of Services.** Section 1.1 of the Agreement is hereby amended as follows:

1. **Scope of Services.**

¹ Coding: ~~Strikethrough words~~ are deletions to the existing words. Underlined words are additions to the existing words.

1.1. The Contractor shall provide the Services to replace 659 existing Town encoders for Phase 1 of the Project in accordance with the Proposal attached hereto as Exhibit "A." At the Town's sole discretion, the Contractor shall provide Cloud-Based Hosting Services for the Town's cellular-based encoder replacements in accordance with the Proposal attached hereto as Exhibit "A." The Contractor shall provide the Phase II Services to replace 550 existing Town encoders for Phase II of the Project in accordance with the Proposal attached hereto as Exhibit "B."

3. **Compensation and Payment.** Section 3.1 of the Agreement is hereby amended as follows:

3. Compensation and Payment.

3.1 The Contractor shall be compensated for the Services for Phase 1 of the Project at a cost of \$160.70 per HRE-LCD encoder with attached ORION Endpoint. For the Phase II Services, the Contractor shall be compensated at a cost of \$182.05 per HRE-LCD encoder with attached ORION Endpoint.

3.1.1. Contractor shall be compensated in an amount not to exceed \$105,901.30 to provide the Services for Phase 1 of the Project, consistent with the Proposal attached hereto as Exhibit "A."

3.1.2. For Phase II Services, the Contractor shall be compensated in an amount not to exceed \$100,127.50, consistent with the Proposal attached hereto as Exhibit "B."

4. **Conflict; Amendment Prevails.** In the event of any conflict or ambiguity between the terms and provisions of this Amendment and the terms and provisions of the Agreement, the terms and provisions of this Amendment shall control.

5. **Agreement Ratified.** Except as otherwise specifically set forth or modified herein, the all terms and pricing in the Agreement are hereby ratified and affirmed and shall remain unmodified and in full force and effect in accordance with its terms.

[THE REST OF THIS PAGE INTENTIONALLY LEFT BLANK;
SIGNATURE PAGES FOLLOW]

EXHIBIT "B"

(PHASE II SERVICES PROPOSAL



Badger Meter

4545 W Brown Deer Rd
Milwaukee WI 53223
PHONE: 800-876-3837

HRELCD + CELLULAR ENDPT QUOTATION

BM#3479147

CREATED DATE: April 20 2023
QUOTED BY: Angie Phillips
REQUESTED BY: Randy Stokes
PHONE: 786-778-1728
EMAIL: rstokes@townofsursidefl.gov

BILL TO: Town of Surfside

SHIP TO: Town of Surfside

EFFECTIVE DATES: APRIL 20 2023 - OCTOBER 19 2023

SALESPERSON	PROPOSAL SUBJECT	SHIPPING TERMS		PAYMENT TERMS
AP	HRELCD + CELLULAR ENDPOINT QUOTATION	Prepay/No Charge For Shipments > \$35,000		Net 30 Days
QTY	PRODUCT DESCRIPTION	UNIT PRICE	AMOUNT	
	HRELCD ENCODER REGISTER WITH ORION CELLULAR ENDPOINT:			
550	HRELCD Encoder Register, Gallon, with Orion Cellular Endpoint with twist tight connector for retrofitting mechanical meters currently owned by the Utility:	\$ 182.05	\$	100,127.50
	LEAD TIME = 135 WORKING DAYS OR APPROXIMATELY END OF OCT 2023			
			SUBTOTAL	\$ 100,127.50
Sales Tax: To be quoted at time of order.			SALES TAX	\$ -
Est. Lead Time: To be provided at time of order.			FREIGHT	\$ -
			TOTAL	\$ 100,127.50

Notes and Assumptions:

Badger Meter continues to improve and redesign our products to provide our customers with state-of-the-art technology solutions. Therefore, Badger Meter reserves the right to provide our newest product solutions as an alternative to the proposed products, provided the replacement products meet the following requirements: are substantially similar to and are at least of equal quality and performance to, are in conformance with the requirements in the applicable specifications, meet the actual needs or are otherwise suitable for the intended use, and are priced at an amount that does not exceed the price of the quoted products.

THANK YOU FOR YOUR BUSINESS!!

This quotation is an offer, made subject to the terms & conditions found on our website:

www.badgermeter.com/Company/Legal/Sales-terms.aspx