

**ARLINGTON COUNTY, VIRGINIA  
OFFICE OF THE PURCHASING AGENT  
2100 CLARENDON BOULEVARD, SUITE 500  
ARLINGTON, VIRGINIA 22201**

**CONTRACT AMENDMENT COVERPAGE**

<b>TO:</b> United Systems & Software, Inc. 5665 Airport Boulevard Boulder, CO 80301	<b>ORIGINAL DATE ISSUED:</b> <u>October 16, 2020</u>
	<b>CONTRACT NO:</b> <u>20-237-ITB-4</u>
	<b>CONTRACT TITLE:</b> <u>Water Meters – Itron ERTS Category</u>
	<b>AMENDMENT NO:</b> <u>1</u>

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**THIS IS A NOTICE OF CONTRACT RENEWAL AND AMENDMENT AND NOT AN ORDER. NO WORK IS AUTHORIZED UNTIL THE VENDOR RECEIVES A VALID COUNTY PURCHASE ORDER ENCUMBERING CONTRACT FUNDS.**

The Contract Documents consist of the terms and conditions of Arlington County Agreement No. 20-237-ITB-4, including any exhibits, attachment, or amendments thereto.

**EFFECTIVE DATE:** October 23, 2021

**EXPIRES:** October 22, 2022

**RENEWALS:** Three (3) Renewals Remaining through October 22, 2025.

**COMMODITY CODE(S):** 89044, 99877

**LIVING WAGE:** N

**ATTACHMENTS:**

Amendment No. 1

**EMPLOYEES NOT TO BENEFIT:**

**NO COUNTY EMPLOYEE SHALL RECEIVE ANY SHARE OR BENEFIT OF THIS CONTRACT NOT AVAILABLE TO THE GENERAL PUBLIC.**

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<b><u>VENDOR CONTACT:</u></b> Brian R. Boyd	<b><u>VENDOR TEL. NO.:</u></b> <u>(270) 527-3293</u>
<b><u>EMAIL ADDRESS:</u></b> <a href="mailto:wilt@united-systems.com">wilt@united-systems.com</a>	

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<b><u>COUNTY CONTACT:</u></b> Dave Hundelt, DES-WSS	<b><u>COUNTY TEL. NO.:</u></b> <u>(703) 228-6539</u>
<b><u>COUNTY CONTACT EMAIL:</u></b> <a href="mailto:dhundelt@arlingtonva.us">dhundelt@arlingtonva.us</a>	

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**PURCHASING DIVISION AUTHORIZATION**

**Tomeka Price**      **Title: Procurement Officer**      **Date: October 23, 2021**



**ARLINGTON COUNTY, VIRGINIA  
AGREEMENT NO. 20-237-ITB-3  
AMENDMENT NUMBER 1**

This Amendment Number 1 ("Amendment") is made on October 23, 2021 by the County and amends Agreement Number 20-237-ITB-4 dated October 23, 2020 ("Main Agreement") between **United Systems & Software, Inc.**, 205 Ash Street, Benton, Kentucky 42025, a Kentucky corporation authorized to do business in the Commonwealth of Virginia ("Contractor"), and the County Board of Arlington County, Virginia ("County").

The County and the Contractor agree to amend the main contract called for under the Main Agreement as follows:

1. **Contract Renewal:** Pursuant to Section 4. Contract Term, the contract is hereby renewed for its second subsequent contract term for an additional 12-month period from October 23, 2021, to October 22, 2022.
2. **Contract Price CPI-U Increase:** Pursuant to Section 6. Optional Price Adjustments, the contract amount/unit prices are hereby increased by 5.4% per the U.S. Department of Labor Consumer Price Index, All Items, Unadjusted, Urban Areas ("CPI-U") for the month of statistics available for July 2021.

**Pricing from October 23, 2021, to October 22, 2022, shall be in accordance with Revised Exhibit A – Bid Awarded Pricing.** The Contract amount is hereby changed from \$201,600.00 to \$212,491.00, an increase of \$10,891.00.

3. **Contract Pricing With Optional Price Adjustments** is hereby deleted in its entirety and changed to read:

**6. CONTRACT PRICING WITH OPTIONAL PRICE ADJUSTMENTS**

The Contract Amount/unit price(s) will remain firm until October 22, 2021 ("Price Adjustment Date"). To request a price adjustment, the Contractor or the County must submit a written request to the other party not less than 90 days before the Price Adjustment Date. Adjustments to the Contract Amount/unit price(s) will not exceed the percentage of change in the U.S. Department of Labor Consumer Price Index, All Items, Unadjusted, Urban Areas ("CPI-U") for the 12 months of statistics available at the time of the Contract's renewal.

Any Contract Amount/unit price(s) that result from this provision will become effective the day after the Price Adjustment Date and will be binding for 12 months. The new Price Adjustment Date will be 12 months after the price adjustment.

If the Contractor and the County have not agreed on a requested adjustment by 30 days before the Price Adjustment Date, the County may not renew the Contract, whether or not the County has previously elected to renew the Contract's term.

4. **Payment Terms** is hereby deleted in its entirety and changed to read:

**7. PAYMENT TERMS**

The Contractor must submit invoices to the County's Project Officer, who will either approve the invoice or require corrections. The County will pay the Contractor within 45 days after receipt of an invoice for completed work that is reasonable and allocable to the Contract and that has been performed to the satisfaction of the Project Officer. The number of the County Purchase Order pursuant to which goods or services have been delivered or performed must appear on all invoices.

5. **Audit** is hereby deleted in its entirety and changed to read:

**35. AUDIT**

The Contractor must retain all books, records and other documents related to this Contract for at least five years, or such period of time required by the County's funding partner(s), if any, whichever is greater, after the final payment and must allow the County or its authorized agents to examine the documents during this period and during the Contract Term. The Contractor must provide any requested documents to the County for examination within 15 days of the request, at the Contractor's expense. Should the County's examination reveal any overcharging by the Contractor, the Contractor must, within 30 days of County's request, reimburse the County for the overcharges and for the reasonable costs of the County's examination, including, but not limited to, the services of external audit firm and attorney's fees; or the County may deduct the overcharges and examination costs from any amount that the County owes to the Contractor. If the Contractor wishes to destroy or dispose of any records related to this Contract (including confidential records to which the County does not have ready access) within five years after the final payment, or such period of time required by the County's funding partner(s), if any, whichever is greater, the Contractor must give the County at least 30 days' notice and must not dispose of the documents if the County objects.

The Purchasing Agent may require the Contractor to demonstrate that it has the necessary facilities, ability, and financial resources to comply with the Contract and furnish the service, material or goods specified herein in a satisfactory manner at any time during the term of this Contract.

6. **Arlington County Business Licenses** is hereby deleted in its entirety and changed to read:

**50. ARLINGTON COUNTY BUSINESS LICENSES**

The Contractor must comply with the provisions of Chapter 11 ("Licenses") of the Arlington County Code, if applicable. For information on the provisions of that Chapter and its applicability

to this Contract, the Contractor must contact the Arlington County Business License Division, Office of the Commissioner of the Revenue, 2100 Clarendon Blvd., Suite 200, Arlington, Virginia, 22201, telephone number (703) 228-3060, or e-mail [business@arlingtonva.us](mailto:business@arlingtonva.us).

- 7. **Incorporation of Material Changes** is hereby added to the Contract Terms and Conditions.

**54. MATERIAL CHANGES**

The Contractor shall notify Purchasing Agent within seven days of any material changes in its operation that relate to any matter attested regarding certifications on its bid form.

- 8. **Incorporation of COVID-19 Vaccination Policy for Contractors** is hereby added to the Contract Terms and Conditions.

**55. COVID-19 VACCINATION POLICY FOR CONTRACTORS**

Due to the ongoing COVID-19 pandemic, the County has taken various steps to protect the welfare, health, safety, and comfort of the workforce and public at large. As part of these steps, the County has implemented various requirements with respect to health and safety including policies with respect to social distancing, the use of face-coverings and vaccine mandates. To protect the County’s workforce and the public at large, all employees and subcontractors of the Contractor who are assigned to this Contract, must be fully vaccinated against COVID-19. Any contractor employee or subcontractor who is not fully vaccinated should be following a weekly testing protocol as established by the Contractor, unless exempt pursuant to a valid reasonable accommodation under state or federal law.


- 9. Exhibit A – Bid Awarded Pricing is hereby deleted in its entirety and replaced with the attached **Revised Exhibit A – Bid Awarded Pricing**. Pricing from **October 23, 2021 to October 22, 2022** shall be in accordance with **Revised Exhibit A – Bid Awarded Pricing**.

All other terms and conditions of the Main Agreement remain in effect.

WITNESS THESE SIGNATURES:

THE COUNTY BOARD OF ARLINGTON COUNTY, VIRGINIA

UNITED SYSTEMS & SOFTWARE, INC.

AUTHORIZED SIGNATURE:   
DocuSigned by: Tomeka D. Price  
5950D4E0ACC0472...

AUTHORIZED SIGNATURE:   
DocuSigned by: Will Taylor  
2635CB538C87464...

NAME: TOMEKA D. PRICE  
TITLE: PROCUREMENT OFFICER  
DATE: 11/29/2021

NAME: Will Taylor  
TITLE: Region Manager - South  
DATE: 11/22/2021

**REVISED** EXHIBIT A- BID AWARDED PRICING

ALL PRICES SHALL INCLUDE DELIVERY TO ARLINGTON COUNTY AND OFF LOADING

ITRON ERTS		Brand Name: United Systems/ITRON 5.4% CPI-U Increase	
Description	Estimated Qty	Unit Price	Extended Price
100-W+ERT (2 PORT)	2500	\$ 75.89	\$ 189,725.00
100-W+ERT (3 PORT)	250	\$ 82.21	\$ 20,552.50
Openwa RIVA-ERT	25	\$ 88.54	\$ 2,213.50
<b>Total Bid</b>			<b>\$ 212,491.00</b>