

**STANDARD FORM OF AGREEMENT
BETWEEN CITY AND CONTRACTOR (VENDOR)**

THIS AGREEMENT made this _____ day of _____, 20____, by and between the **CITY OF DELRAY BEACH** (hereinafter called **CITY**) and Innovative Metering Solutions, Inc. (hereinafter called **CONTRACTOR (VENDOR)**).

WITNESSETH:

The **CITY** and the **CONTRACTOR (VENDOR)** in consideration of the mutual covenants hereinafter set forth, agree as follows:

1. The undersigned **CONTRACTOR** hereby represents that he has carefully examined all Contract documents, and will perform the contractual requirements pursuant to all covenants and conditions.

2. The **CONTRACTOR (VENDOR)**, as evidenced by the execution of this contract, acknowledges that it has examined the physical characteristics of the job requirements. The **CONTRACTOR (VENDOR)** further acknowledges that the bid price includes all costs and expenses required for the satisfactory completion of the contracts requirements.

3. The contract between the **CITY** and the **CONTRACTOR (VENDOR)** includes the following documents which are attached hereto and incorporated herein by reference of the following:

CONTRACT DOCUMENT (S)

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- B – Potable Water Meters Inventory
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- D – Listing of Existing Tower Locations
- E – Addresses of City Properties
- F – Lift Station Addresses (partial overlap with City Properties)

Addenda numbers ___ to ___, inclusive, and any modifications, including Change Orders, duly delivered after execution of this Agreement.

4. The term of this contract shall commence on the date indicated on the Notice to Proceed. **CONTRACTOR (VENDOR)** shall have 365 days to complete Phase 1 of the project.

5. This agreement shall be governed by the laws of the State of Florida as Now and hereafter in force. The venue for actions arising out of this agreement shall be Palm Beach County, Florida.

6. All notices, requests, demands, and other given if personally delivered or mailed, certified mail, return receipt requested, to the following addresses:

As to City: City of Delray Beach, FL
100 NW 1st Avenue
Delray Beach, FL 33444

As to Contractor (Vendor): Innovative Metering Solutions Inc.
2501-A Merchant Ave.
Odessa, FL 33556

7. The **CONTRACTOR (VENDOR)** shall not, without prior written consent of the **CITY**, assign any portion of its interest under this contract and, specifically, the **CONTRACTOR (VENDOR)** shall not assign any moneys due or to become due without the prior written consent of the **CITY**.

8. The **CITY** and the **CONTRACTOR (VENDOR)** each binds himself, his partners, successors, assigns and legal representatives to the other party hereto in respect to all covenants, agreements and obligations contained in the contract documents.

9. In consideration of ten dollars (\$10.00) and other valuable consideration, the **CONTRACTOR (VENDOR)** shall defend, indemnify and save harmless the **CITY**, its officers, agents and employees, from or on account of any liabilities, damages, losses and costs received or sustained by any person or persons by or in consequence of any

negligence (excluding the sole negligence of the **CITY**), recklessness or intentional wrongful misconduct of the **CONTRACTOR (VENDOR)** and any persons employed or utilized by the **CONTRACTOR (VENDOR)** in the performance of this Project. **CONTRACTOR (VENDOR)** agrees that negligent, reckless or intentional wrongful misconduct includes, but is not limited to, use of any improper materials or liabilities, damages, losses or costs caused by or on account of the use of any improper materials. **CONTRACTOR (VENDOR)** agrees that negligent, reckless or intentional wrongful misconduct also includes but is not limited to the violation of any Federal, State, County or City laws, by-laws, ordinances or regulations by the **CONTRACTOR (VENDOR)**, his subcontractors, agents, servants or employees. **CONTRACTOR (VENDOR)** further agrees to defend, indemnify and save harmless the **CITY** from all such claims and fees, and from any and all suits and actions of every name and description that may be brought against the **CITY** on account of any claims, fees, royalties, or costs for any invention or patent, and from any and all suits and actions that may be brought against the **CITY** for the infringement of any and all patents or patent rights claimed by any person, firm, or corporation.

The indemnification provided above shall obligate the **CONTRACTOR (VENDOR)** to defend at his own expense or to provide for such defense, at the **CITY'S** option, any and all claims or liability and all suits and actions of every name and description that may be brought against the **CITY** which may result from the operations and activities under this Contract whether the construction operations be performed by the **CONTRACTOR (VENDOR)**, his subcontractor or by anyone directly or indirectly

employed by either. This indemnification includes all costs and fees including attorneys fees and costs at trial and appellate levels.

The **CITY** will pay to the **CONTRACTOR (VENDOR)** the specific consideration of ten dollars and other good and valuable consideration as specific consideration for the indemnification provided herein. Furthermore, the **CONTRACTOR (VENDOR)** acknowledges that the bid price includes said consideration for the indemnification provision.

10. This Agreement shall be considered null and void unless signed by both the **CONTRACTOR (VENDOR)** and the **CITY**.

11. The contract documents constitute the entire agreement between the **CITY** and the **CONTRACTOR (VENDOR)** and may only be altered, amended or repealed by a duly executed written instrument.

(Remainder of this Page left Blank)

IN WITNESS WHEREOF, the parties hereto have executed this Agreement, the
day and year first above written.

ATTEST:

Charles D. Nibbel
City Clerk

CITY OF DELRAY BEACH, FLORIDA

By: Thad Slawson
Mayor

Approved as to form:

[Signature]
City Attorney

WITNESS:

Michael A. Lotre

Michael A. Lotre
(Print or type name and title)
Office MANAGER

CONTRACTOR (VENDOR):

BY: Steve Portance

Steve Portance
(Print or type name and title)

(SEAL)



CORPORATE ACKNOWLEDGMENT

STATE OF Florida

COUNTY OF Pasco

The foregoing instrument was acknowledged before me this 12th day of February, 2013, by Steve Pontance (name of officer or agent, title of officer or agent), of Innovative Motoring Solutions, Inc. (state or place of incorporation) corporation, on behalf of the corporation.

He/She is (personally known to me) (or has produced identification) and has used his/her Personally known to me (type of identification) as identification.

Michael R. Lotre
Signature of Person Taking
Acknowledgment

Name of Acknowledger Typed,
Printed or Stamped



CERTIFICATE
(If Corporation)

STATE OF FLORIDA)
) SS
COUNTY OF Pasco)
_____)

I HEREBY CERTIFY that a meeting of the Board of Directors of Innovative Metering Solutions, Inc., a corporation under the laws of the State of Florida held on February, 2013, the following resolution was duly passed and adopted:

"RESOLVED", that Steve Patlanke, as President President of the corporation, he/she is hereby authorized to execute the Agreement dated _____, 20__, between the City of Delray Beach, Florida and this corporation, and that his execution thereof, attested by the Secretary of the Corporation and with corporate seal affixed, shall be the official act and deed of this corporation".

I further certify that said resolution is now in full force and effect.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed the official seal of the corporation this 12 day of February, 2013.


(Secretary)

(Seal)



INSURANCE REQUIREMENTS

A. GENERAL

During the term of the contract with the City, the contractor shall procure and maintain insurance of the types and to the limits specified in paragraphs (1) to (4) inclusive below.

B. COVERAGE

Except as otherwise stated, the amounts and types of insurance shall conform to the following minimum requirements:

1. Worker's Compensation - Coverage to apply for all employees for Statutory Limits in compliance with the applicable State and Federal Laws. In addition, the policy must include Employer's Liability with a limit of \$100,000 each accident.
2. Comprehensive General Liability - Coverage must be afforded on a form no more restrictive than the latest edition of the Comprehensive General Liability Policy filed by the Insurance Services Office and must include:
 - a) Minimum limits of \$500,000 per occurrence, \$1M aggregate, combined single limit for Bodily Injury Liability and Property Damage Liability.
3. Business Auto Policy - Coverage must be afforded on a form no more restrictive than the latest edition of the Business Auto Policy filed by the Insurance Service Office and must include:
 - a) Minimum Limits of \$300,000 per occurrence combined single limit for Bodily Injury Liability and Property Damage Liability.
 - b) Owned Vehicles.
 - c) Hired and Non-Owned Vehicles.
 - d) Employer Non-Ownership.
4. Certificate of Insurance - Certificates of Insurance evidencing the insurance coverage specified in the previous paragraph should be received by Purchasing prior to commencement of work. The required Certificates of Insurance shall not only name the types of policies provided, but shall also refer specifically to this bid and section and the above paragraphs in accordance with which such insurance is being furnished. The successful bidder will endorse the City of Delray Beach as additional insured. If the initial insurance expires prior to the completion of the work, renewal certificates shall be furnished thirty (30) days prior to the date of expiration.

Also, under the Cancellation section of the Certificate of Insurance the successful bidder ("not the "insured") shall be required to notify the City of material changes or cancellation of insurance policies, or non-renewal.

ACORD CERTIFICATE OF LIABILITY INSURANCE						DATE (MM/DD/YYYY)
PRODUCER Good Insurance, Inc. P.O. Box A-1 Best City, USA 00000			THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW.			
INSURED Willing Workers Assoc. ABC Drive Anytown, USA 00001			INSURERS AFFORDING COVERAGE		NAIC #	
INSURER A: INSURER B: INSURER C: INSURER D: INSURER E:			INSURER A: INSURER B: INSURER C: INSURER D: INSURER E:		INSURER A: INSURER B: INSURER C: INSURER D: INSURER E:	
COVERAGES THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. AGGREGATE LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.						
CLASS	TYPE OF INSURANCE	POLICY NUMBER	POLICY EFFECTIVE DATE (MM/DD/YYYY)	POLICY EXPIRATION DATE (MM/DD/YYYY)	LIMITS	
A	☒ GENERAL LIABILITY ☐ COMMERCIAL GENERAL LIABILITY ☐ CLAIMS MADE ☐ OCCUR	GLP077604	01/01/10	01/01/11	EACH OCCURRENCE	\$ 500,000
	☐ GEN'L AGGREGATE LIMIT APPLIES PER: ☐ POLICY ☐ PRO-JECT ☐ LOC.				DAMAGE TO RENTED PREMISES (E & OCCUR)	\$
					MED EXP (Any one person)	\$
					PERSONAL & ADV INJURY	\$
					GENERAL AGGREGATE	\$ 1,000,000
					PRODUCTS - COMP/OP AGG	\$
A	☒ AUTOMOBILE LIABILITY ☐ ANY AUTO ☐ ALL OWNED AUTOS ☐ SCHEDULED AUTOS ☐ HIRED AUTOS ☐ NON-OWNED AUTOS	ALP077606	01/01/10	01/01/11	COMBINED SINGLE LIMIT (Per accident)	\$ 300,000
					BODILY INJURY (Per person)	\$
					BODILY INJURY (Per accident)	\$
					PROPERTY DAMAGE (Per accident)	\$
Sample					AUTO ONLY - EA ACCIDENT	\$
					OTHER THAN AUTO ONLY - EA ACC	\$
					AGG	\$
B	☐ EXCESS/UMBRELLA LIABILITY ☐ OCCUR ☐ CLAIMS MADE ☐ DEDUCTIBLE ☐ RETENTION \$	WLP077606	03/01/10	03/01/11	EACH OCCURRENCE	\$
					AGGREGATE	\$
						\$
						\$
WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? If yes, describe under SPECIAL PROVISIONS below OTHER					☐ WC STATUS ☐ LTD/LIMITS ☐ OTHER	EL EACH ACCIDENT \$ 100,000 EL DISEASE - EA EMPLOYEE \$ 100,000 EL DISEASE - POLICY LIMIT \$ 500,000
DESCRIPTION OF OPERATIONS/LOCATIONS/VEHICLES/EXCLUSIONS ADDED BY ENDORSEMENT/SPECIAL PROVISIONS THIS INSURANCE APPLICABLE TO (state project) *CITY OF DELRAY BEACH IS ADDITIONAL INSURED - see attached endorsement.						
CERTIFICATE HOLDER CITY OF DELRAY BEACH 100 NW 1st AVENUE DELRAY BEACH, FL 33444			CANCELLATION SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, THE ISSUING INSURER WILL ENDEAVOR TO MAIL 30 DAYS WRITTEN NOTICE TO THE CERTIFICATE HOLDER NAMED TO THE LEFT, BUT FAILURE TO DO SO SHALL IMPOSE NO OBLIGATION OR LIABILITY OF ANY KIND UPON THE INSURER, ITS AGENTS OR REPRESENTATIVES. AUTHORIZED REPRESENTATIVE			



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
2/21/2013

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER CGB Insurance, LLC 2531 Green Forest Lane #101 Lutz FL 33558		CONTACT NAME: Audra Bell PHONE (A/C No. Ext.): (813) 749-7948 E-MAIL: audra@cgbinsurance.com ADDRESS:		FAX (A/C No.): (813) 200-2120
INSURED Innovative Metering Solutions, Inc. 2501-A Merchant Ave Odessa FL 33556		INSURER(S) AFFORDING COVERAGE		NAIC #
		INSURER A: National Trust Insurance		20141
		INSURER B: FCCI Commercial Insurance		33472
		INSURER C:		
		INSURER D:		
		INSURER E:		
		INSURER F:		

COVERAGES

CERTIFICATE NUMBER: 2012-2013 Master

REVISION NUMBER:

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSR	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	GENERAL LIABILITY						
	☒ COMMERCIAL GENERAL LIABILITY						EACH OCCURRENCE \$ 1,000,000
	☐ CLAIMS-MADE ☒ OCCUR			GL0013304	4/1/2012	4/1/2013	DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 100,000
							MED EXP (Any one person) \$ 5,000
A	AUTOMOBILE LIABILITY						
	☒ ANY AUTO						PERSONAL & ADV INJURY \$ 1,000,000
	☐ ALL OWNED AUTOS			CA0020728	4/1/2012	4/1/2013	GENERAL AGGREGATE \$ 2,000,000
	☐ HIRED AUTOS	☐ SCHEDULED AUTOS					PRODUCTS - COM/PROP AGG \$ 2,000,000
B	UMBRELLA LIAB						
	☒ EXCESS LIAB						COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000
	☐ RETENTION \$ 10,000			UMB0014100	4/1/2012	4/1/2013	BODILY INJURY (Per person) \$
							BODILY INJURY (Per accident) \$
B	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY						
	☒ ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH)						PROPERTY DAMAGE (Per accident) \$
	☐ If yes, describe under DESCRIPTION OF OPERATIONS below			001-WC12A-68190	4/1/2012	4/1/2013	\$
							EACH OCCURRENCE \$ 1,000,000
							AGGREGATE \$ 1,000,000
							\$
							WC STATUTORY LIMITS OTHER
							E.L. EACH ACCIDENT \$ 500,000
							E.L. DISEASE - EA EMPLOYEE \$ 500,000
							E.L. DISEASE - POLICY LIMIT \$ 500,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (Attach ACORD 101, Additional Remarks Schedule, if more space is required)

City of Delray Beach is an additional insured subject to the conditions of the additional insured by contract endorsement for general liability
Project: Advanced Metering Infrastructure Project

CERTIFICATE HOLDER

CANCELLATION

City of Delray Beach
100 NW 1st Avenue
Delray Beach, FL 33444

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

Kraig Blancher/AMANDA

ACORD 25 (2010/05)

INS025 (201005) 01

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THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

**ADDITIONAL INSURED - OWNERS, LESSEES OR CONTRACTORS -
YOUR WORK - SCHEDULED PERSON OR ORGANIZATION**

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE FORM

SCHEDULE

Name of Person or Organization:

CITY OF DELRAY BEACH; 100 NW 1ST AVE; DELRAY BEACH, FL 33444
PROJECT: ADVANCED METERING INFRASTRUCTURE PROJECT

(If no entry appears above, information required to complete this endorsement will be shown in the Declarations as applicable to this endorsement.)

This endorsement is subject to the terms, conditions, exclusions and any other provisions of the COMMERCIAL GENERAL LIABILITY COVERAGE FORM or any endorsement attached thereto unless changes or additions are indicated below.

Who is an Insured (Section II) is amended to include as an insured the person or organization shown in the Schedule, but only with respect to your negligent actions which cause liability to be imposed on such person or organization without fault on the part of said person or organization, as a result of "your work" performed for that insured.

All policy exclusions relating to you in the Commercial General Liability Coverage Form, including any exclusions added by endorsement, shall apply to the additional insured scheduled in this endorsement.

With respect to the insurance afforded to these additional insureds, the following additional exclusion applies: This insurance does not apply to "Bodily injury", "property damage" or "personal and advertising injury" arising out of the rendering of, or the failure to render, any professional architectural, engineering or surveying services, including:

1. The preparing, approving, or failing to prepare or approve, maps, shop drawings, opinions, reports, surveys, field orders, change orders or drawings and specifications; or
2. Supervisory, inspection, architectural or engineering activities.

No endorsement granting automatic additional insured status involving construction agreements shall apply to an Additional Insured scheduled in this endorsement.

DRUG FREE WORKPLACE CERTIFICATION

**City of Delray Beach
Meter Replacement & Advanced Metering
Infrastructure (AMI) System – Contract I**

Project No. 12-013, BID No. 2013-17

If identical tie bids exist, preference will be given to the vendors who submit a certification with their bid/proposal certifying they have a drug-free workplace in accordance with Section 287.087, Florida Statutes. The drug-free workplace preference is applied as follows:

IDENTICAL TIE BIDS: Preference shall be given to businesses with drug-free workplace programs. Whenever two or more bids which are equal with respect to price, quality, and service are received by the State or by any political subdivision for the procurement of commodities or contractual services, a bid received from a business that certifies that it has implemented a drug-free workplace program shall be given preference in the award process. Established procedures for processing tie bids will be followed if none of the tied vendors have a drug-free workplace program.

As the person authorized to sign this statement, I certify that this firm complies fully with the following requirements:

- 1) This firm publishes a statement notifying employees that the unlawful manufacture, distribution, dispensing, possession, or use of a controlled substance is prohibited in the workplace and specifying the actions that will be taken against employees for violations of such prohibition.
- 2) This firm informs employees about the dangers of drug abuse in the workplace, the business's policy of maintaining a drug-free workplace, any available drug counseling, rehabilitation, and employee assistance programs, and the penalties that may be imposed upon employees for drug abuse violations.
- 3) This firm gives each employee engaged in providing the commodities or contractual services that are under bid a copy of the statement specified in subsection (1).
- 4) In the statement specified in subsection (1), this firm notifies the employees that, as a condition of working on the commodities or contractual services that are under bid, the employee will abide by the terms of the statement and will notify the employer of any conviction of, or plea of guilty or nolo contendere to, any violation of chapter 893 or of any controlled substance law of the United States or any state, for a violation occurring in the workplace no later than five (5) days after such conviction.
- 5) This firm imposes a sanction on or requires the satisfactory participation in a drug abuse assistance or rehabilitation program if such is available in the employee's community, by any employee who is so convicted.
- 6) This firm will continue to make a good faith effort to maintain a drug-free workplace through implementation of this section.

Contractor's (Vendor's) Name

*Innovative Metering
Solutions, Inc.*

Signature



SCHEDULE OF PRICING

City of Delray Beach Meter Replacement AMI System

CONTRACT PRICES

OWNER shall pay CONTRACTOR for completion of the work in accordance with the Contract Documents in current funds as follows

SCHEDULE OF BID PRICES						
ITEM NO.	DESCRIPTION	UNIT	EST. QTY.	UNIT PRICE (in words)	UNIT PRICE	EXTENDED TOTAL PRICE
1	3/4-inch Potable Water Meter w/Encoder Register and MIU	EA	5099	One Hundred Eighty Six Dollars Zero Cents	186. ⁰⁰	948,414. ⁰⁰
2	1-inch Potable Water Meter w/Encoder Register and MIU	EA	9438	Two Hundred Thirty Seven Dollars Ninety Five Cents	237. ⁹⁵	2,245,772. ¹⁰
3	1 1/2-inch Potable Water Meter w/Encoder Register and MIU	EA	1880	Three Hundred Eighty Six Dollars Eighty Five Cents	386. ⁸⁵	727,278. ⁰⁰
4	2-inch Potable Water Meter w/Encoder Register and MIU	EA	824	Four Hundred Sixty Four Dollars Ninety Cents	464. ⁹⁰	383,077. ⁶⁰
5	MIU and Retrofit Materials for Existing 3/4-inch Sensus iPERL Meter	EA	769	One Hundred Forty Eight Dollars Fifty Cents	148. ⁵⁰	114,196. ⁵⁰
6	MIU and Retrofit Materials for Installation or Existing 1-inch Sensus iPERL Meter	EA	2635	One Hundred Forty Eight Dollars Fifty Cents	148. ⁵⁰	391,297. ⁵⁰
7	MIU and Retrofit Materials for Installation or Existing 1 1/2-inch Sensus SR Meter	EA	100	One Hundred Forty Nine Dollars Zero Cents	149. ⁰⁰	14,900. ⁰⁰

SCHEDULE OF PRICING

City of Delray Beach Meter Replacement AMI System

SCHEDULE OF BID PRICES					
ITEM NO.	DESCRIPTION	UNIT	EST. QTY.	UNIT PRICE (in words)	EXTENDED TOTAL PRICE
8	MIU and Retrofit Materials for Installation or Existing 2-inch Sensus SR Meter	EA	64	One Hundred Forty Nine Dollars Zero Cents	149.00 9,536.00
9	MIU and Encoder Register for Installation or Existing 3/4-inch Meter	EA	39	One Hundred Forty Eight Fifty Cents	148.50 5,791.50
10	MIU and Encoder Register for Installation or Existing 1-inch Meter	EA	151	One Hundred Forty Eight Fifty Cents	148.50 22,423.50
11	MIU and Encoder Register For Installation or Existing 1 1/2-inch Meter	EA	72	One Hundred Forty Nine Dollars Zero Cents	149.00 10,728.00
12	MIU and Encoder Register for Installation or Existing 2-inch Meter	EA	12	One Hundred Forty Nine Dollars Zero Cents	149.00 1,788.00
13	MIU and Encoder Register For Installation on Existing 3-inch Meter	EA	111	One Hundred Fifty One Dollars Zero Cents	151.00 16,761.00
14	MIU and Encoder Register For Installation on Existing 4-inch Meter	EA	34	One Hundred Fifty One Dollars Zero Cents	151.00 5,134.00
15	MIU and Encoder Register For Installation on Existing 6-inch Meter	EA	4	One Hundred Fifty One Dollars Zero Cents	151.00 604.00

SCHEDULE OF PRICING

City of Delray Beach Meter Replacement AMI System

SCHEDULE OF BID PRICES					
ITEM NO.	DESCRIPTION	UNIT	EST. QTY.	UNIT PRICE (in words)	EXTENDED TOTAL PRICE
16	MIU and Encoder Register For Installation on Existing 8-inch Meter	EA	5	One Hundred Fifty One Dollars Zero Cents	151. ⁰⁰ 755. ⁰⁰
17	MIU and Encoder Register For Installation on Existing 10-inch Meter	EA	2	One Hundred Fifty One Dollars Zero Cents	151. ⁰⁰ 302. ⁰⁰
18	MIU and Encoder Register For Installation on Existing 16-inch Meter	EA	1	One Hundred Fifty One Dollars Zero Cents	151. ⁰⁰ 151. ⁰⁰
19	Fixed-base Network Data Collection Units, including Firmware (quantity to be provided by Vendor)	EA	10	Two Thousand Five Hundred Fifty Two Dollars Zero Cents	2550. ⁰⁰ 25,500. ⁰⁰
20	Backhaul Communications Hardware from Data Collectors <i>5 years Total</i>	LS	1	Forty Nine Thousand Five Hundred Dollars Zero Cents	49,500. ⁰⁰ 49,500. ⁰⁰
21	Network Repeaters (if required) (quantity to be provided by Vendor; (Network repeaters necessary for Phases 2-5 in order for full operational system shall be provided under this Bid Item)	EA	28	Twenty Four Hundred Dollars Zero Cents	2400. ⁰⁰ 67,200. ⁰⁰
22	Installed System Software - Complete	LS	1	Zero Dollars Zero Cents	0. ⁰⁰ 0. ⁰⁰
23	Five Year's Annual Maintenance Cost, Fees, etc	LS	1	Twenty Thousand Three Hundred Dollars Twenty One Cents	20,341. ⁰⁰ 20,341. ⁰⁰

SCHEDULE OF PRICING

City of Delray Beach Meter Replacement AMI System

SCHEDULE OF BID PRICES				
ITEM NO.	DESCRIPTION	UNIT	EST. QTY.	
24	Five Year's License Fees <i>Five Seat KSee</i>	LS	1	
				UNIT PRICE (in words)
				UNIT PRICE
				EXTENDED TOTAL PRICE
25	Field Handheld Device Collection Uni	EA	6	
				UNIT PRICE (in words)
				UNIT PRICE
				EXTENDED TOTAL PRICE
26	Training	LS	1	
				UNIT PRICE (in words)
				UNIT PRICE
				EXTENDED TOTAL PRICE
27	Indemnification	LS	1	
				UNIT PRICE (in words)
				UNIT PRICE
				EXTENDED TOTAL PRICE
TOTAL EVALUATED BID BID ITEMS 1 thru 27 (in numbers)				
TOTAL EVALUATED BID BID ITEMS 1 thru 27 (in words)				

SCHEDULE OF PRICING

City of Delray Beach Meter Replacement AMI System

SCHEDULE OF BID PRICES						
ITEM NO.	DESCRIPTION	UNIT	EST. QTY.	UNIT PRICE (in words)	UNIT PRICE	EXTENDED TOTAL PRICE
A1	ALTERNATE BID ITEM * Provide dual-port MIUs & wiring appurtenances in lieu of single-port MIUs.					
	- Cost of Single-Port MIU	EA	5310		N/B	\$ N/B
				Dollars		
				Cents		
	- Cost of Dual-Port MIU	EA	2655			\$ -
				Dollars		
				Cents		
ALTERNATE BID ITEM CREDIT (NET DIFFERENCE)						
						\$ -
				Dollars		
				Cents		

*Note: Vendors offering Alternate Bid Item must be able to provide dual-port MIU that will properly operate two (2) meters located in separate meter boxes, locate within a 3-foot spacing.

Contractor Signature, Authorized Representative

** Note: Bid evaluation and award will be based on Base Bid Items 1 thru 27 plus Alternate Bid Item A1 if selected by the City.



Innovative Metering Solutions, Inc.
2501-A Merchant Ave.
Odessa, Florida 33556
Ph. 727.375.9701
Fax 727.375.9703

COPY

City of Delray Beach
Purchasing Office
100 NW 1st Avenue
Delray Beach, FL 33444

12/18/2012

RE: Meter Replacement & Advanced Metering Infrastructure (AMI) System – Contract 1
City Project No. 12-013
City Bid No. 2013-17

Innovative Metering Solutions, Inc. (IMS) in conjunction with Badger Meter, Inc. is proud to offer our line of time tested superior products, our expertise, and guidance to ensure your AMI project meets and exceeds your expectations.

Thank you for proving IMS and Badger Meter, Inc. this opportunity to submit pricing for your exciting new project.

PROPOSED PRODUCT

IMS is proposing Badger Meter's award winning ORION radio meter reading system. The ORION system combined with Badger's metering product lines will generate the highest degree of revenue from the day of installation and for years to come. Miami Dade Water Authority can attest to their fifteen (15) plus years of meter analysis/testing to prove Badger Meter's superior revenue performance compared to all other meters on the market place today.

In addition, OUR BID INCLUDES ALL CENTRAL OFFICE HARDWARE, SOFTWARE AND TRAINING ASSOCIATED WITH THIS PROJECT AT NO COST. The success of this project is fully dependent on the flow of data to and from the Central Office. For this reason it is essential that we purchase and provide a factory tested system, including the installation and verification testing of the hardware and software for 100% assurance of system operation.

WARRANTY AND TRAINING

Badger's twenty (20) year warranty is the best in the industry. Badger's ORION technology has the best pit application track record of any system on the market today with less than ¼ of 1% failure rate in flooded pits dating back more than a decade. Badger Meter and IMS together will provide on-site training that includes both hardware and software product training. This

includes field installation of Orion units, field training with collection devices and in-house hardware and software training. Badger Meter and IMS will insure that all personnel associated with this project are 100% confident of the system applications and operation at the completion of the training. IMS will provide local support of the AMI system. IMS will be an integral part of the initial and ongoing project.

BACKGROUND

Innovative Metering Solutions, Inc. (IMS) – Manufacturer's Distributor for the State of Florida

Innovative Metering Solutions, Inc. is the authorized distributor for Badger Meter's utility products in Florida. Steve Portlance – President and Scott R. Cochrane – Vice President collectively have over 50 years of metering and AMR experience in the water industry.

IMS COMPANY SUMMARY

Innovative Metering Solutions, Inc. (IMS) is a Florida Corporation with corporate headquarters located at 2501 Merchant Avenue, Odessa, FL 33556, just north of Tampa Bay. Innovative Metering Solutions, Inc. (IMS) is the sole distributor for Badger Meter's utility products in Florida.

Steve Portlance – President, is a native of Milwaukee, WI, home of Badger Meter. Steve formerly was employed with Badger Meter, Inc. for 36 years and has spent more than 22 years consulting utilities in the proper use and application of water meters and AMI/AMR products.

Contact Information:

Office: 727.375.9701

Cell: 813.205.3722

Fax: 727.375.9703.

Email: sportlance@inmetering.com

Scott Cochrane – Vice President, is a native of Charlotte, NC. Scott was formerly the Director of Utility Sales for Badger Meter, Inc. in the US & Canada, a position he held for more than 8 years. He had been a direct employee with Badger Meter for 14+ years holding multiple sales and management positions. He was also the sales representative for Badger Meter in Florida from 1995-1999.

Contact Information:

Office: 727.375.9701

Cell: 727.515.0536

Fax: 727.375.9703

Email: scochrane@inmetering.com

Badger Meter, Inc. - Product Manufacturer "Opened its doors in Milwaukee, WI in 1905"

Badger Meter, Inc. still located in Milwaukee, WI since 1905, never has changed hands with another organization nor has it changed its world-wide renown name in its one hundred and seven years of existence. They are and continue to be a leading manufacturer and marketer of flow measurement and control products, serving water utilities, municipalities and industrial customers world-wide. Measuring a variety of liquids, from potable water to oil and lubricants, to industrial processes, their products are known for their high degree of accuracy, long-lasting durability, revenue and their ability to provide valuable and timely measurement information to its customers. Their flow metering products and meter reading systems allow its customers to improve their operations and effectively manage their resources.

Badger Meter, U.S. owned and operated has earned an international reputation as an innovator in the development of flow measurement technologies. From their original introduction of water meters equipped with radios over 20 years ago, their technologically advanced automatic meter reading (AMR) systems and (AMI) systems provide the vastest array of flexibility to their public and private utility customers world-wide. Their products and people continue to serve the utility, municipal, and industrial marketplace by understanding their business needs. They continue to design "value added" products to help their customers reach their goals. Badger Meter is a publicly held company and its stock performance can be found on the New York Stock Exchange, under the symbol "BMI".

INSTALLATION OF THE AMI SYSTEM

The principals at Innovative Metering Solutions over the years have worked with numerous installation companies. If awarded this contract and with your permission prior to bidding your contract for installation, Innovative Metering Solutions would like to provide the names of those companies who come with the highest skills and credentials to perform this extremely important aspect of this project. They are certified Badger/IMS installers of AMR/AMI products offering auto data downloads as well as GPS meter mapping. Both can provide local references for past and current projects.

EXCEPTIONS

Pricing- Our bid offer includes "firm" pricing for two (2) full years with years (3-5) being tied to the Consumer Price Index (CPI).

Page# 15 Time for Completion – Our bid offer excludes any "liquidated damages" as it pertains to the rate of installation if the required material listed on the City's Purchase Order was delivered in good condition to the City's warehousing facility in the allowed time frame stated within this bid.

All meters bodies including bottom plates on $\frac{3}{4}$ " and 1" sizes are made of water works bronze material meeting C-700 standards and NSF 61 standards as they apply.

Badger's Orion SE Network provides readings as low as 15 minute intervals vs. 1 minute intervals.

REQUIREMENTS

Payment for meters equipped with MIU's or Retrofit MIU's delivered to the city shall be made within 30 days from time of receipt and acceptance that product was not received damaged.

City will ensure 110 volt AC power supply is made accessible for installation of all DCU's and Repeaters.

BID PRICES OFFERED - MATERIALS

Our bid prices include replacement pit lids (where needed) to ensure MIU to DCU communication

Our bid prices Item #'s 5-8 include MIU and installation materials for existing meters

Our bid prices Item #'s 9-12 include MIU and installation material for existing RECLAIM METERS

Our bid prices Item #'s 13-18 include MIU and installation material for existing 3" and larger meters

Note: It is assumed that the City's existing encoder equipped meters are (3 wire) encoders. It is also assumed that the City will purchase (3 wire) encoder registers for any meters currently installed from the manufacturer whose meter requires retrofitting should it be found that a (3 wire) encoder is not currently in place.

BID PRICES OFFERED FOR ANNUAL BACKHAUL COMMUNICATION, ANNUAL MAINTENANCE AGREEMENT

Our bid price reflects five (5) full years of (2-way) Backhaul communication cost to the Central Office

Our bid price reflects five (5) full years of Maintenance agreement cost

Total Bid Package \$5,145,964.70