

CONTRACT NO. 2011000079
AGREEMENT BETWEEN CHARLOTTE COUNTY
and
MUELLER SYSTEMS LLC
for
AUTOMATED METER READING SYSTEM

THIS AGREEMENT, is made and entered into this 13th day of December 2011 by and between CHARLOTTE COUNTY, a political subdivision of the State of Florida, 18500 Murdock Circle, Port Charlotte, Florida 33948-1094, hereinafter referred to as the "COUNTY," and MUELLER SYSTEM LLC; 10210 Statesville Boulevard, Cleveland, North Carolina, 27013, hereinafter referred to as the "VENDOR."

WITNESSETH

WHEREAS, the County has determined that it is necessary to retain a Vendor to provide a fixed base automatic meter reading system; and

WHEREAS, the Vendor has reviewed RFP No. 2011000079 and Addenda Nos. 1, 2, 3 and 4 required pursuant to this Agreement and is qualified, willing and able to provide and perform all such services in accordance with its terms.

WHEREAS, the County, through a selection process conducted in accordance with the requirements of law and County policy, has determined that it would be in the best interest of the County to award a contract to Vendor for the rendering of those services described in the Scope of Services.

NOW, THEREFORE, the County and the Vendor, in consideration of the mutual covenants contained herein, do agree as follows:

ARTICLE 1.
INCORPORATION OF DOCUMENTS

1.1. RFP No. 2011000079, consisting of pages 1 through and including 20 issued by County on February 16, 2011, as well as the provisions of Addendum No. 1 issued by County on March 1, 2011, Addendum No. 2 issued by County on March 4 2011, Addendum No. 3 issued by County on March 9, 2011, and Addendum No. 4 issued by County on March 24, 2011 and the Proposal submitted by Vendor dated March 29, 2011, all filed with the Clerk of the Circuit Court of Charlotte County, Minutes Division, as RFP No. 2011000079, are hereby specifically made part of this Agreement as if same had been set forth at length herein.

1.2. In the event of any conflict between the documents constituting this Agreement, the documents shall be given precedence in the following order:

- 1) This Agreement;
- 2) The Scope of Work attached hereto;
- 3) RFP No. 2011000079 and Addenda Nos. 1 through 4;
- 4) The Proposal submitted by Vendor dated March 29, 2011.

ARTICLE 2.
VENDOR'S SCOPE OF SERVICES

2.1. Vendor agrees to perform all the services and provide all the materials requested by RFP No. 2011000079 and described in the Scope of Work which is attached hereto as **Exhibit A** and incorporated herein by this reference, which are hereinafter collectively referred to as the "Scope of Services."

2.2. Vendor agrees to provide its services and materials in the times allowed for performance contained in the Scope of Services. The Vendor shall make no claims for additional compensation or damages owing to suspensions, delays, or hindrances which arise during the performance of this Agreement. Such suspensions, delays or hindrances may only be compensated for by an extension of time as the County may decide. However, such extension shall not operate as a waiver of any other rights of the County.

2.3. Vendor shall provide software maintenance and support services as described in **Exhibit B** attached hereto.

2.4. Vendor may substitute a product listed in **Exhibit C** for a product of equal or greater quality at the price of the proposed equipment upon consent of the County.

2.5. Vendor shall provide replacement meters for areas outside defined project areas for a given year as required by the County at the current price for the product.

ARTICLE 3.
COMPENSATION AND PAYMENT OF VENDOR'S SERVICES

3.1. Services.

3.1.1. County shall pay Vendor for (i) the installation and mounting of all MiHub collectors (\$21,000) during the duration of this Agreement; and (ii) the installation of the network repeaters (\$210) during the pilot phase of the project. The total amount paid to Vendor for installation services during the first year of this Agreement shall not exceed Two Thousand, Two Hundred Ten Dollars (\$2,210).

3.1.2. County shall pay Vendor a project management fee of Seventy-Five Thousand Dollars (\$75,000) in ten annual installments of Seven Thousand, Five Hundred Dollars (\$7,500).

3.1.3. Payment for services rendered by Vendor shall be made on a monthly basis in proportion to the percentage completed of those tasks listed in the Scope of Services. Percentage of services completed shall be subject to review and approval by the County Director of Charlotte County Utilities or her designee.

3.1.4. Vendor shall submit all billings for payment of services rendered on a monthly basis to the County Purchasing Division for processing. Billings shall be detailed as to the nature of the services performed and shall refer to the specific tasks listed in the Scope of Services that were actually performed by Vendor. Billings shall include a summary of any amounts previously billed and any credits for amounts previously paid.

3.1.5. Vendor acknowledges that each billing must be reviewed and approved by the County Director of Charlotte County Utilities or her designee. Should the County Director of Charlotte County Utilities or her designee, determine that the billing is not commensurate with services performed, work accomplished or hours expended, Vendor shall adjust billing accordingly. However, Vendor shall be entitled to payment of any portion of a billing not in dispute.

3.2. Materials and Data Storage.

3.2.1. During the first five years of the Agreement, the prices for AMI equipped meters and network collection hardware, and other project costs and other items shall be as defined in **Exhibit C** attached hereto. After the initial five years, the price shall increase by the average Producers Price Index for the previous five years as of December 2016.

3.2.2. The annual fee for hosting, data storage, and customer support for the software shall be Twenty-Five Thousand Dollars (\$25,000). This fee is payable lump sum at the beginning of the each year of the Agreement.

3.3. County shall pay Vendor's monthly billings in accordance with Sections 218.70 through 218.80 Florida Statutes, the Local Government Prompt Payment Act.

ARTICLE 4.
VENDOR'S RESPONSIBILITIES

4.1. Vendor shall perform or furnish consulting and related services to a level of technical skill, ability, and diligence customarily provided by an experienced professional in his or her field of expertise when rendering the same services, and in accordance with sound principles and practices generally acknowledged by professionals in his or her field of expertise, as represented to the County, both orally and in writing, to be possessed by Vendor, all in accordance with the standards contained elsewhere in this Agreement and in accordance with generally accepted standards of professional consulting practice and with the laws, statutes, ordinances, codes, rules and regulations governing Vendor's profession. The same standards of care shall be required of any subconsultant or subcontractor engaged by Vendor.

4.2. Vendor shall, without additional compensation, correct and revise any errors, omissions, or other deficiencies in its work product, services, or materials arising from the negligent act, error or omission of Vendor or any subconsultant or subcontractor engaged by Vendor for one year after the completion of Vendor's services under this Agreement. The foregoing shall be construed as an independent duty to correct rather than a waiver of County's rights under any applicable statute of limitations. County review of, approval of, acceptance of, or payment for any of Vendor's work product, services, or materials shall not be construed to operate as a waiver of any of County's rights under this Agreement, or cause of action County may have arising out of the performance of this Agreement.

4.3. Vendor shall warrant the equipment as outlined in **Exhibit D** attached hereto.

ARTICLE 5.
OWNERSHIP AND USE OF DOCUMENTS

5.1. All documents, data, studies, surveys, analyses, sketches, tracings, specifications, plans, designs, design calculations, details, computations, drawings, maps, models, photographs, reports, and other documents and plans resulting from Vendor's services under this Agreement shall become the property of and shall be delivered to County without restriction or limitation as to use regardless of the format of the document (paper or electronic). However, any use subsequent to or other than for the specific project for which such items were created, shall be at sole risk of County.

5.2. Vendor agrees that any software, computer systems and databases used for providing the documents necessary to this Agreement shall be compatible with existing County software and systems. It is anticipated that the software utilized will be run on windows based PC's and will consist of AutoCAD release 2007, ICPR, Microsoft Word 2010, Microsoft Excel 2010, Microsoft Project 2010, Microsoft PowerPoint 2010, and Adobe Reader 8.

ARTICLE 6.
COUNTY'S RESPONSIBILITIES

6.1. County shall perform the responsibilities contained in this Article 6 in a timely manner so as not to delay the services of Vendor.

6.2. County shall furnish to Vendor, upon request of Vendor and at County expense, all existing studies, reports and other available data pertinent to the services to be performed under this Agreement which are within the County's possession. However, Vendor shall be required to evaluate all materials furnished hereunder using reasonable professional judgment before relying on such materials.

6.3. County shall provide reasonable access and entry to all public property required by Vendor to perform the services described in this Agreement. All such access and entry shall be provided at County expense. County shall also use reasonable efforts to obtain permission for reasonable access and entry to any private property required by Vendor to perform the services described in this Agreement.

6.4. County shall provide Vendor with the necessary infrastructure to install the equipment including but not limited to power source at the collectors locations and connectivity access to the alternate backhaul network.

6.5. County shall cooperate with the Vendor in the development of the Billing/CIS to MDMS interface.

6.6. Provide installation services for all meters and Mi.Node units according to the implementation schedule developed and agreed upon for each year of the project after initial training.

6.7. County shall provide the Vendor the total equipment needs for each year three months prior to the start of the year. In addition, the County shall also provide Vendor forty-five day lead time for material orders of meters. Equipment listed in **Exhibit C** for each year is anticipated needs but may be changed by the County as required.

**ARTICLE 7.
TERM / TERMINATION**

7.1.1. The term of this Agreement shall begin on the date and year first written above and up to and including September 30, 2023. Vendor shall preform the services in accordance with the schedule included in **Exhibit A**. Vendor's services shall be deemed complete when Vendor provides all products contained in the Scope of Services and required under this Agreement, and County accepts such services and products as satisfactory, unless otherwise terminated in accordance herewith.

7.1.2. The Vendor shall be responsible for notifying the County promptly whenever a delay is anticipated or experienced, including a delay in approval by any governmental agency having jurisdiction over the Project. The County shall allow the Vendor to extend the Schedule for valid, documented delays. The County shall be the sole determiner of the validity of the delays.

7.2. The County shall have the right at any time upon thirty (30) calendar days written notice to the Vendor to terminate the services of the Vendor and, in that event, the Vendor shall cease work and shall deliver to the County all documents, (including reports, designs, specifications, and all other data) prepared or obtained by the Vendor in connection with its services. The County shall, upon receipt of the aforesaid documents, pay to the Vendor, and the Vendor shall accept as full payment for its services, fees for all tasks completed in accordance with Scopes of Services.

7.3. In the event that the Vendor has abandoned performance under this Agreement, then the County may terminate this Agreement upon three (3) calendar day's written notice to the Vendor indicating its intention to terminate. The written notice shall state the evidence indicating the Vendor's abandonment. Payment for services performed prior to the Vendor's abandonment shall be as stated Section 3 above.

7.4. It is expressly understood by the County and the Vendor that funding for any successive fiscal years is contingent upon appropriation of monies by the Board of County Commissioners. In the event that funds are not available or not appropriated, the County reserves the right to terminate the Contract. The County will be responsible for any outstanding invoices prior to the termination.

**ARTICLE 8.
NOTICES**

8.1. Any notice required or permitted to be sent hereunder shall be sent certified mail, return receipt requested to the parties at the addresses listed below:

VENDOR:

Mueller Systems LLC
Name: Matt Thomas
Address: 10210 Statesville Blvd.
Cleveland, NC 37013

COUNTY:

Purchasing Division
Name: Kimberly A. Corbett, Sr. Division Mgr.
Address: 18500 Murdock Circle, Ste. 344
Port Charlotte, FL 33948

8.2. Vendor shall immediately notify County of any changes in address.

ARTICLE 9.
NO CONTINGENT FEES

9.1. Vendor certifies that it has not employed or retained any company or person, other than a bona fide employee working solely for Vendor to solicit or secure this Agreement and that it has not paid or agreed to pay any person, company, corporation, individual or firm, other than a bona fide employee working solely for Vendor any fee, commission, percentage, gift or other consideration contingent upon or resulting from the award or making of this Agreement. For the breach or violation of this provision, County shall have the right to terminate the Agreement without liability at its discretion, to deduct from the contract price, or otherwise recover, the full amount of such fee, commission, percentage, gift or consideration.

ARTICLE 10.
TRUTH-IN-NEGOTIATION CERTIFICATE

10.1. In accordance with Section 287.055 Florida Statutes and Charlotte County Resolution 2003-059, signature of this Agreement by Vendor shall act as the execution of a truth-in-negotiation certificate stating that wage rates and other factual unit costs supporting the compensation of this Agreement are accurate, complete, and current at the time of contracting. The original contract price and any additions thereto shall be adjusted to exclude any significant sums by which County determines the contract price was increased due to inaccurate, incomplete, or noncurrent wage rates and other factual unit costs. All such contract adjustments shall be made within one (1) year following the end of this Agreement.

ARTICLE 11.
ASSIGNMENT

11.1. This Agreement, or any interest herein, shall not be assigned, transferred or otherwise encumbered, under any circumstances by Vendor without the prior written consent of County. Further, no portion of this Agreement may be performed by subcontractors or subconsultants without written notice to and approval of such action by County. Notwithstanding the foregoing, Vendor may transfer or assign its rights and obligations under this Agreement, without the consent of the County, to a successor to all or substantially all of its business or assets relating to this Agreement, whether by sale, merger, operation of law or otherwise if the assignee or transferee has agreed to be bound by the terms and conditions of this Agreement.

ARTICLE 12.
EXTENT OF AGREEMENT / SEVERABILITY / MODIFICATION

12.1. This Agreement represents the entire and integrated agreement between the County and Vendor and supersedes all prior negotiations, representations or agreement, either written or oral.

12.2. In the event any provision of this Agreement shall be held invalid and unenforceable, the remaining provisions shall be valid and binding upon the parties. One or more waivers by either party of any breach of any provision, term, condition or covenant shall not be construed by the other party as a waiver of any subsequent breach.

12.3. No modification, amendment or alteration in the terms or conditions contained herein shall be effective unless contained in a written document executed by both parties.

12.4. This is a nonexclusive contract. The County has the right to enter into contracts with other Vendors for providing automated meter reading services.

ARTICLE 13.
GOVERNING LAW / VENUE

13.1. This Agreement shall be governed and construed in accordance with Florida law. In the event any litigation arises between the parties in connection with this Agreement, venue for such litigation shall lie exclusively in Charlotte County, Florida.

ARTICLE 14.
INDEPENDENT CONTRACTOR STATUS

14.1. Vendor is an independent contractor and is not an employee, servant, agent, partner or joint venturer of the County.

Neither the County nor any of its employees shall have any control over the conduct of Vendor or any of Vendor's employees, except as herein set forth, and Vendor expressly warrants not to represent at any time or in any manner that Vendor or any of Vendor's agents, servants or employees are in any manner agents, servants or employees of the County. It is understood and agreed that Vendor is, and shall at all times remain as to the County, a wholly independent contractor and that Vendor's obligations to the County are solely as prescribed by this Agreement.

ARTICLE 15.
AUDIT AND RECORDS REQUIREMENTS

15.1. Vendor shall maintain books, records, documents, and other evidence directly pertaining to or connected with the services under this Agreement which shall be available and accessible at Vendor's local offices for the purpose of inspection, audit, and copying during normal business hours by the County, or any of its authorized representatives. Such records shall be retained for a minimum of five (5) years after completion of the services. Prior to destruction of any records, the Vendor shall notify the County and deliver to the County any records the County requests. Vendor shall require all subcontractors to comply with the provisions of this paragraph by insertion of the requirements hereof in a written contract agreement between Vendor and the subcontractor.

15.2. If the records are unavailable locally, it shall be the Vendor's responsibility to insure that all required records are provided at the Vendor's expense including payment of travel and maintenance costs incurred by the County's authorized representatives or designees in accessing records maintained out of the county. The direct costs of copying records, excluding any overhead cost, shall be at the County's expense.

15.3. Vendor shall fully cooperate with all public records requests by providing the necessary records to the County promptly upon notice unless the records are exempt from Section 24 (a) of Article I of the State Constitution and Chapter 119,

Florida Statutes. Failure by Vendor to promptly respond to notices requesting records constitutes grounds for unilateral cancellation by the County at any time, with no recourse available to Vendor. Records may be provided in the form or format in which they are kept including electronic files. Vendor's right to claim an exemption from disclosure shall not be deemed failure to comply with this Article.

ARTICLE 16.
INDEMNIFICATION

16.1. For ten dollars (\$10.00) and other good and valuable consideration, the receipt of which is hereby acknowledged, Vendor shall pay on behalf of or indemnify and hold harmless the County, its Commissioners, officers, employees, agents and volunteers from and against any and all claims, actions, damages, fees, fines, penalties, defense costs, including attorneys fees and court costs (whether such fees and costs are incurred in negotiations, collection of attorneys' fees or at the trial level or on appeal), suits or liabilities, of whatever kind of nature, caused by any negligent or intentional act, error, omission, or default of Vendor or Vendor's officers, employees, agents, servants, volunteers or subcontractors or Vendors, if any, caused by the performance or failure to perform under the terms of this Agreement.

ARTICLE 17.
EMPLOYEE RESTRICTIONS

17.1. Charlotte County will not intentionally award publicly-funded contracts to any Vendor who knowingly employs unauthorized alien workers, constituting a violation of the employment provisions contained in 8 U.S.C. Section 1324a(e) [Section 274A(e) of the Immigration and Nationality Act ("INA")]. The County shall consider employment by any Vendor or subconsultants or subcontractor of unauthorized aliens a violation of Section 274A(e) of the INA. Such violation by the Vendor of the employment provisions contained in Section 274A(e) of the INA shall be grounds for termination of this Agreement by the County.

17.2. If an owner (except a stockholder in a publicly traded corporation) or an employee of the Vendor has been convicted of any offenses requiring registration as a sexual offender or sexual predator, regardless of the location of conviction, the Vendor shall ensure that the offender's or predator's work on the project is consistent with the terms of his probation and registry requirements.

17.3. The Vendor shall incorporate the terms of paragraphs 17.1 and 17.2 into all contracts with any subconsultant or subcontractors.

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IN WITNESS WHEREOF, the parties hereto have caused the execution of these premises as of the date and year first above written.

MUELLER SYSTEMS, LLC

WITNESSES:

Signed By: [Signature]

Print Name: Luis A. Pizano

Date: 1/3/2012

Signed By: [Signature]

Print Name: MEG DONOVAN

Date: 1/3/2012

Signed by: [Signature]

Print Name: HASSAN ALI

Title: GM Mueller Systems

Date: 1/3/2012

ATTEST:

Barbara T. Scott, Clerk of Circuit Court and Ex-officio Clerk to the Board of County Commissioners

By: [Signature]
Deputy Clerk

BOARD OF COUNTY COMMISSIONERS OF CHARLOTTE COUNTY, FLORIDA

By: [Signature]
Christopher G. Constance, Chairman



Date: _____

APPROVED AS TO FORM AND LEGAL SUFFICIENCY

By: [Signature]
Janette S. Knowlton, County Attorney
LR 11-1444 KCS

Exhibit List:

- Exhibit A – Scope of Services dated
- Exhibit B – Software license and maintenance agreement
- Exhibit C – Materials pricing
- Exhibit D – Equipment Warranties



Mueller Infrastructure Network

**AMI System Statement of Work
Charlotte County Utilities (Florida)**

Revision 1.3

Mueller Systems
48 Leona Drive, Middleboro, MA 02346
Tel: 1-508-946-9163

**EXHIBIT
A**

This is a Mueller Systems Document which is not to be reproduced or retransmitted in any way without expressed written consent from Mueller Systems.



Document Information

Title:	Charlotte County Utilities (Florida)
Title (Doc Type):	Statement of Work
Revision:	1.3
Created:	10/13/2011
Last Modified On:	10/19/2011
Author:	LAP
Technical Lead:	LAP – Luis A. Pizano
Contributors:	Cory Sides

Revision History

Version	Date	Author	Comments
0.1	10/11/11	LAP	• Original
1.0	10/16/11	LAP	• Revision
1.1	10/16/11	CES	• Revision
1.2	10/17/11	LAP	• Revision for customer review
1.3	10/19/11	LAP	• Updated based on Charlotte County feedback on v1.2

Reviewers

Reviewed By	Title	Date Reviewed
Cory Sides	AMI Systems Specialist	10/17/11



Charlotte County, FL Statement of Work and Initial Project Plan

1. Introduction

This document is a proposed project plan for Charlotte County, FL. This plan supports deployment of an advanced 2-way AMI system to satisfy the County's RFP for Fixed Base Automatic Meter Reading System. This project plan aligns with the County's plan to deploy a fixed network system to all ~55,700 meter accounts over a span of 10 years.

2. Overview

Mueller Systems will be the prime contractor for the Charlotte County, FL project. As the prime contractor Mueller systems will be responsible for project management including generating project schedules, coordinating regular status meetings with the County, tracking and issuing periodic progress and other reports, developing an installation schedule, organizing training, and addressing any issues.

Mueller Systems will approach the project in a logical, systematic manner. After completion and acceptance by the County of the propagation study/network design, we will begin the installation of the WAN communication system (Mi.Hub Collectors and Mi.Host Server). Upon successful completion of acceptance testing of the WAN, to ensure reliable communications to all Mi.Hub AMI Collector and AMI network repeaters and the Mi.Host system, including interface to the County's existing Indus/Banner Customer Service Suite billing software we will initiate installation of the Mi.Node equipped water meters, starting with the Burnt Store pilot area.

A successful project is predicated on effective and timely communications. Generally Mueller's project manager will schedule a weekly call to review progress using a customized project dashboard with County representatives and then a monthly meeting with key stake-holders to review. A set of tools will be utilized to help manage the project:

- 📶 Project Schedule
- 📶 Customized project dashboard
- 📶 Action item logs with assigned priorities and target completion dates
- 📶 Changes orders and tracking logs
- 📶 Weekly meeting minutes
- 📶 Monthly project report

Mueller Systems will assign a project manager for the duration of the effort and has assigned Luis Pizano, Director of Field Operations, as the Mueller Systems executive to oversee the project. Our highly experienced AMI project manager will provide project management service to manage, monitor, coordinate, and ensure that all work is completed to the County's satisfaction.

Mueller Systems

3. Mi.Net AMI System Project Responsibilities & High-level Project Plan

3.1 AMI Project Plan

Charlotte County intends to replace all water meters in the territory over a 10-year period. The Mi.Net AMI deployment will utilize 21 Mi.Hub collectors (formerly referred to as "Mi.Gate"), and 420 Mi.Hydrant repeaters to completely cover all of the meters in the County's service territory. The territory to be covered is defined within the Mueller systems initial propagation study, based on requirements set forth within the RFP, and will be finalized and agreed upon with the County prior to construction.

The Mueller Systems project manager will serve as the single point of contact for the project. The assigned project manager will work with the County to develop the detailed project plans, will manage installation of the AMI Network infrastructure, and will ensure that all of the software aspects of the project are properly integrated and tested.

3.2 Mueller Systems General Responsibilities

Mueller Systems will furnish a full 2-way AMI Network to the County, as part of a single contract, from the acquisition of equipment to the project closeout. Mueller Systems will provide all the equipment and Project Management services necessary to meet the goals and objectives of this project. High level aspects of Mueller Systems' responsibilities in this project are outlined as follows:

1. Provide Hosted Server AMI MDM Solution.
2. Provide a Hosted Server Consumer Portal Solution.
3. Provide a minimum of two years AMI Data Storage.
4. Provide and test Billing Interface: The Mi.Net system will securely transfer meter readings to the County's existing billing system through file transfer.
 - a. The Mi.Net system will provide a file with meter readings, which is then imported into the customer billing system.
 - b. The use of file transfer technology will ensure that the Mi.Net system will not interfere with the operation of existing systems.
 - c. The County will be able to use their existing billing and customer service systems throughout the deployment; or opt to use the Mueller handheld to collect non-AMI readings. The choice in this is up to the discretion of the County.
 - d. Development of the MDMS to CIS/Billing Software Integration will commence after the County provided formal notice to proceed for the AMI project AND after Mueller Systems has received the necessary interface specifications and sample files from the Billing provider.
 - e. The MDMS to CIS/Billing Software interface shall be tested by Mueller Systems and written acceptance of the solution shall be provided by the County prior to installation of any AMI meters.
5. Provide GPRS Backhaul service for each Mi.Hub (AKA, Mi.Gate) collector utilizing GPRS. Alternative backhaul options may be available at certain sites and will be utilized if agreed upon by CCU and Mueller Systems. Mueller Systems will act as an agent for CCU in acquiring the necessary data plans for GPRS usage but will transfer ownership to CCU once activated.

Mueller Systems

6. Manage the overall project schedule to final completion. Provide consistent and timely onsite inspections as required to ensure the highest work quality, as well as design and specification compliance.
7. Serve as an advisor to the County during the meter installation phases and assist with installation and installer training as needed.
8. Prior to construction each year, generate a detailed project schedule which identifies the number of meters and collectors for the upcoming year. The schedule and quantities must be approved by CCU prior to each year's construction.
9. Plan annual material releases based on the PO's provided by CCU for each year.
10. Prepare change orders for the County's review, approval, and execution. Provide detailed justifications regarding the purpose and cause of each submitted change order. All Change orders will be submitted to the County, in writing, for approval prior to any work relating to the change order proceeding.
11. Provide training and implementation support on Mi.Host management system.
 - a. On site class room training will provided and combined with hands-on use of the CCU specific implementation of the Mi.Host software system.
12. Verify and provide documentation that any sub-contractors that may be used are properly licensed and insured (including, but not limited to, liability, workers compensation, vehicle, and full background check)
 - a. Any additional licensing and insurance requirements shall be provided to Mueller Systems prior to project start.

3.3 Mueller Systems AMI System Deployment Responsibilities

Mueller Systems will furnish a full 2-way AMI Network to the County, as part of a single contract, from the acquisition of equipment to the project closeout. Mueller Systems will provide all the services necessary to meet the goals and objectives of this project. Specific Mueller Systems' responsibilities in this project are outlined as follows:

1. Complete detailed timeline for each phase of the project with the County.
2. Meet with County staff as necessary to establish the process for conducting the Mi.Hub collector, Mi.Hydrant repeater, and AMI meter installations.
3. Complete on-site survey and provide finalized mounting locations for Mi.Hub collectors and proposed locations for Mi.Net repeater locations.
 - a. Surveys will be completed on an annual basis at least three months prior to meter installations for the upcoming project year. For example, site surveying for project year 2 will be completed 3 months prior to start of year 2 meter installations and the same general schedule will be followed for all subsequent project years.
 - b. Each proposed collector location shall be provided to the County for review and approval prior to installation of that collector at least two months prior to the expected start of meter installations for the upcoming project year.
 - c. Each proposed AMI repeater location shall be provided to the County for review and approval at least 2 months prior to the expected start of meter installations for the upcoming project year.
 - d. Due to the nature of the Mi.Net RF mesh network, additional collector and/or repeater locations may be deemed by Mueller Systems to be required during the meter installation phases in order to provide the County with acceptable system performance. Additional collectors and/or repeaters needed to provide coverage for meters included as a part of the initial RFP response shall be provided to the County at no additional cost.

Mueller Systems

4. Provide Mi.Net AMI equipment for field deployment. Provide a list of equipment to be provided by the County (if any).
5. Mount all Mi.Hub collectors for the duration of the contract. Mueller Systems will also install all network repeaters for the pilot phase of the contract. The County will install the network repeaters for each additional year. Optional costs have been provided for Mueller Systems to install network repeaters in subsequent years if necessary.
 - a. Connect Mi.Hub collector to 120/240VAC power source provided at the collector site.
 - b. Provision and test GPRS based internet service through AT&T Wireless. Provision and test alternative backhaul solution for specific sites if agreed upon by the County and Mueller Systems.
 - c. Installation and testing of the AMI network infrastructure (e.g. Mi.Hub collectors) may commence in parallel with development of the MDMS to CIS/Billing Software interface.
 - d. Mueller Systems will provide training to County personnel on the installation of the collectors and repeaters for determination and use by the County on installing the remaining collectors and repeaters in subsequent years of the project.
6. Complete and provide the engineering and design of the AMI network.
 - a. Provide secure network communications within the mesh network of Mi.Hub collectors, Mi.Hydrant Repeaters, and Mi.Node Meter interfaces.
7. Provision and host the Mi.Host server/software for management of the AMI system.
 - a. The Mi.Host server for the County will be provisioned to accommodate the administrator access. This includes setting up all back office services, and testing operations between the server and field deployed units.
8. Generate a System Acceptance test plan for acceptance of the system during the Year 1 Pilot.
 - a. Upon review and approval of the test plan by the County, conduct system performance testing with documented results.

3.4 System Deployment Plan and Schedule

1. Initial phase – Burnt Store Pilot
 - a. Mueller Systems will deliver ~2700 AMI-ready water meters, two Mi.Hub data collectors and ~21 network repeaters.
 - i. 2 Mi.Hub collectors -> 60 days from notice to proceed and receipt of order
 - ii. 21 network repeaters -> 60 days from notice to proceed and receipt of order
 - iii. AMI-ready meters (~2700 meters) -> 90 days from notice to proceed and from receipt of detailed meter order
 - b. Per section 3.4, item 3, a survey of the proposed pilot area must first be conducted in order to finalize the Mi.Hub collector and AMI repeater location details.
 - i. This survey shall be completed within 30 days of notice to proceed from the County.
 - c. Within 30 days of notice to proceed from the County, Mueller Systems shall provide a detailed project plan for the Burnt Store Pilot area. This plan will include details for all aspects of the pilot deployment.
 - d. Within 30 days of approval by the County of the pilot project plan and proposed AMI infrastructure locations and pilot project plan, Mueller Systems shall deliver the required network equipment for the pilot deployment.
 - e. Mueller Systems will set-up the Mi.Host server and User Interface at least 2 weeks prior to start of collector installations.

Mueller Systems

- f. Mueller Systems will begin network infrastructure (collectors and repeaters) installation at least 30 days prior to start of meter installations and test end to end network functionality prior to any AMI meter installations.
- g. Mueller Systems will provide installation training to the County in the physical installation of the AMI meters and the use of the Mi.Tech handheld installation tool.
- h. The County shall be responsible for the installation of all AMI-equipped water meters.
- i. Mueller Systems will support installation of the meter units.
- j. Mueller Systems will provide and test the MDMS to Billing/CIS Interface prior to start of meter installations.
- k. Upon completion of the AMI Pilot meter installations, Mueller Systems shall, in coordination with the County, conduct a system performance test in accordance with the agreed upon System Acceptance Test Plan. Mueller Systems shall be responsible for addressing any system performance issues and repeat testing in order satisfy the terms of the test plan.

Mueller Systems

2. Primary deployment phase – the balance of the AMI meters will be delivered to the County per a schedule agreed upon by the County and Mueller Systems.
 - a. Prior to each project year, the County will need to provide a detailed list of meter sizes and quantities that year.
 - b. Mueller Systems shall conduct a detailed site survey of the planned deployment area prior to each project year to finalize the Mi.Hub collector and AMI repeater location details.
 - c. Prior to each project year, Mueller Systems shall provide a detailed project plan and schedule for the forthcoming year. This plan will incorporate the detailed meter deployment requirements (item '2a' above) from the County as well as the network infrastructure requirements determined by the Mueller Systems site survey.
 - d. Within 30 days of approval by the County of the proposed AMI infrastructure locations for the upcoming project year, Mueller Systems shall deliver the required network equipment for that upcoming deployment phase.
 - e. Mueller Systems will approve the start of network infrastructure (collectors and repeaters) installation at least 30 days prior to start of meter installations and test end to end network functionality prior to any AMI meter installations in the new system deployment area.
 - f. The County shall be responsible for the installation of all AMI-equipment, including network infrastructure, and water meters. Optional pricing has been provided by Mueller Systems for network infrastructure installation.
 - g. Mueller Systems will support installation of the meter units.

Preliminary equipment delivery and deployment schedule:

Deployment by Year

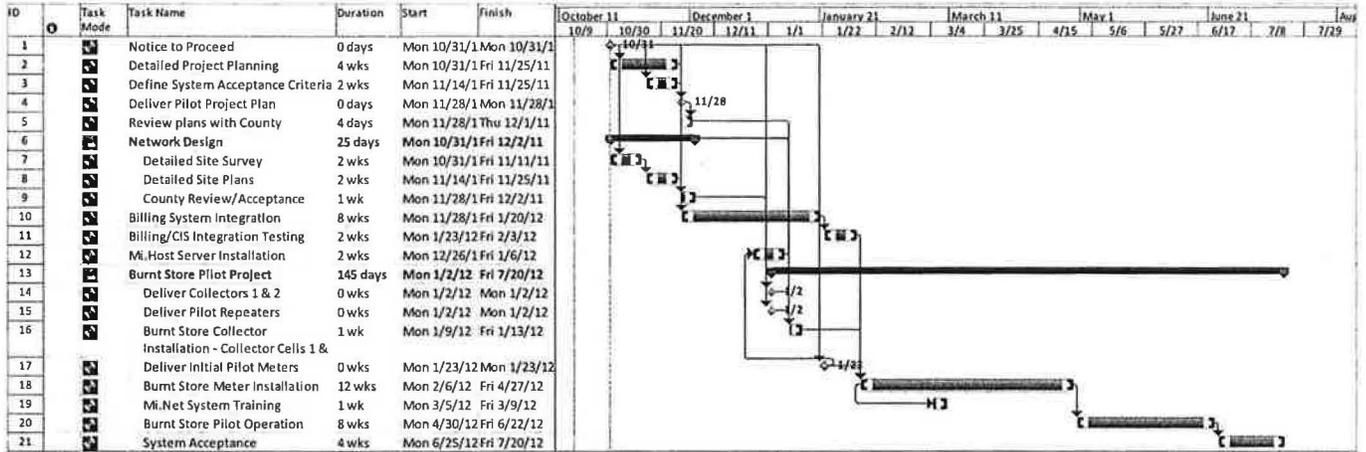
Year	Meters	Collectors	Mi.Hydrants
1	2700	2	21
2	2770	1	21
3	2770	1	20
4	9078	2	73
5	9078	3	77
6	5889	2	38
7	5889	3	59
8	5889	2	36
9	5889	1	39
10	5889	4	36

This year by year equipment delivery schedule outlined above is preliminary and the quantities and schedule may be changed by the County, in agreement with Mueller Systems, to meet the County's budget allocations. Specific annual material releases will be based on the PO's provided by the County for each year and can updated based on change orders.

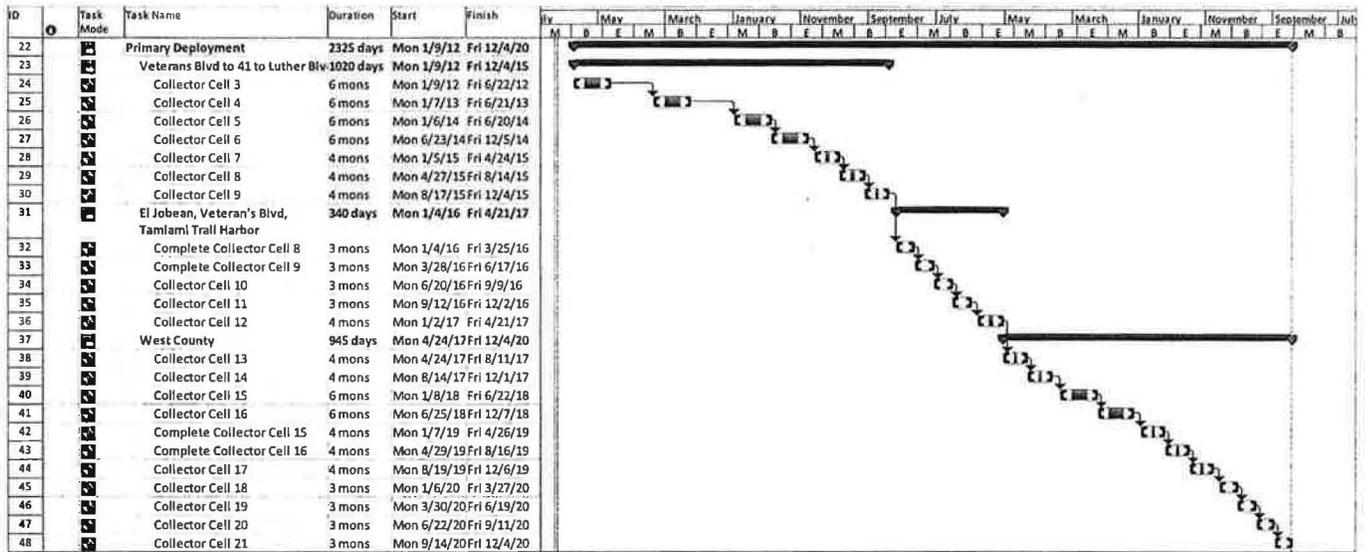
Mueller Systems

Preliminary Charlotte County, FL AMI Project Schedule

Burnt Store Pilot (Year 1):



Primary Deployment Phases (Years 2 through 10):



**MUELLER SYSTEMS
SOFTWARE AGREEMENT**

THIS SOFTWARE AGREEMENT (this "Agreement") is entered into this 12th day of October, 2011 between **MUELLER SYSTEMS, LLC**, a Delaware limited liability corporation having its principal offices at 10210 Statesville Blvd, Cleveland, North Carolina 27013 (referred to in this Agreement as "Provider"), and **CHARLOTTE COUNTRY UTILITIES (FL)**, a subdivision of the State of Florida, having its principal offices at 18500 Murdock Circle, Port Charlotte, Florida 33948 (referred to in this Agreement as "Customer"). This Agreement governs the sale by Provider and the purchase by Customer for its own use and not for resale of, as applicable, Software, Documentation and other items related to advanced metrology infrastructure systems . In consideration of the mutual obligations set forth in this Agreement, Customer and Provider agree as follows:

1. DEFINITIONS.

a. "Content" means the information developed or legally acquired by Customer which may be used in connection with or accessed by any module of the Software.

b. "Documentation" means the user guides, reference manuals, and installation materials provided by Provider to Customer related to the Software.

c. "Services" means activities related to deployment and installation services, repair services, hosting services and technical support/maintenance services as identified in Appendix B.

d. "Software" means the object code versions of the Provider's software identified in Appendix A, together with all subsequent authorized updates, replacements, modifications or enhancements.

2. SOFTWARE

a. License. Provider hereby grants to Customer, a limited, non-exclusive, nontransferable license (without the right of sublicense) to use, install, run, execute, display and, subject to the restrictions described below, duplicate and distribute internally, the Software and Documentation solely for Customer's internal information management and processing purposes.

b. Restrictions. Except as specifically and expressly permitted in writing by Provider, Customer shall not (i) violate any restriction set forth in this Agreement; (ii) modify, translate, de-compile, reverse compile, disassemble, or create or attempt to create, by reverse

engineering or otherwise, the source code from the object code of the Software; (iii) adapt the Software in any way for use to create a derivative work; (iv) include or combine the Software in or with any other software; or (v) use the Software to provide processing services to third parties or on a service bureau basis. Except as expressly permitted in this Agreement, Customer may not copy the Software other than to make one machine readable copy for disaster recovery or archival purposes. Customer may only make copies of Documentation as reasonably necessary for the use contemplated herein and with proper inclusion of Provider's copyright notices.

c. Ownership. This Agreement does not grant to Customer any ownership interest in the Software or Documentation. Customer has a license to use the Software and Documentation as provided in this Agreement. Customer hereby agrees and acknowledges that Provider owns all right, title, and interest in the Software and Documentation, and Customer will not contest those rights or engage in any conduct contrary to those rights. Any copy, modification, revision, enhancement, adaptation, translation, or derivative work of or created from the Software and Documentation made by or at the direction of Customer shall be owned solely and exclusively by Provider, as shall all patent rights, copyrights, trade secret rights, trademark rights and all other proprietary rights, worldwide.

d. Reservation. Provider reserves all rights not specifically granted under this Agreement.

3. SERVICES In consideration of the fees set forth in Section 3.2.2 of Contract No. 2011000079 between Provider and Customer, Provider will provide the Services identified in Appendix B.

4. **CONFIDENTIALITY** The Software and Documentation, including any ideas, concepts, know-how and technology contained therein, shall be considered the proprietary and confidential information of Provider and, as such, shall be subject to the confidentiality provisions of this Agreement. If a separate, written non-disclosure agreement exists between Provider and Customer, such agreement will control and will apply according to its terms and conditions to all confidential information the parties exchange with each other. If no separate, written non-disclosure agreement exists between Provider and Customer, the terms listed in Appendix C will apply to the confidential information the parties exchange with each other.

5. **TERM; TERMINATION**

a. Term. The term of this Agreement is one (1) year commencing upon the date of this Agreement. This Agreement will automatically renew for subsequent, successive one (1) year periods at the then current Provider prices unless either party gives the other party written notice of its intent to not renew at least thirty (30) days prior to the expiration of the then current term. Provider may increase support fees at any time on thirty (30) days prior notice to Customer.

b. Termination for Breach. If Customer breaches this Agreement, and such breach is not cured within ten (10) days of the breach, Provider may terminate this Agreement, including all licenses provided herein, effective upon written notice to Customer. Customer agrees that if Customer breaches this Agreement, Provider will be entitled to injunctive or similar equitable relief and that Customer will not argue in any proceeding that Customer's breach will not cause irreparable harm to Provider or that Provider can be adequately compensated for any such harm by any remedies other than by injunctive relief.

c. Effect of Termination. Termination of this Agreement shall have the effect designated in Exhibit B.

d. Non-Exclusive Remedy. Termination of this Agreement or any license granted hereunder shall not limit the remedies otherwise available to either party, including injunctive relief.

e. Survival. Unless otherwise stated herein, any provision that, by its nature or terms, is intended to survive the expiration or termination of this Agreement, will survive.

6. **LIMITED WARRANTIES; REMEDIES**

a. Software. Subject to the exclusions herein, including those in Appendix A, Provider warrants that commencing from the date of shipment to Customer and continuing for the period set forth in Appendix A (the "Warranty Period"), (i) the media on which the Software is furnished will be free of defects in materials and workmanship under normal use; and (ii) the Software will perform substantially in conformance with the applicable Documentation provided to Customer by Provider. Provider does not warrant that the Software will operate in combinations with other software, except as specified in the Documentation, that the Software will meet the Customer's requirements or that the operation of the Software will be uninterrupted or error-free. Customer assumes responsibility for taking adequate precautions against damages which could be caused by defects, interruptions or malfunctions in the Software or the hardware on which it is installed. Provider's entire obligation and Customer's exclusive remedy with respect to the Software warranties set forth above shall be, at Provider's option, to either (x) repair or replace any Software containing an error or condition which is reported by Customer in writing to Provider which causes the Software not to conform with the warranty set forth herein; or (y) refund a pro rated amount paid by Customer to Provider and terminate this Agreement and all licenses provided herein.

b. Services. Provider warrants that all services provided by it to Customer under this Agreement shall be performed in a workmanlike manner. Provider's entire obligation and Customer's exclusive remedy with respect to the Service warranties set forth above shall be the re-performance of the applicable non-conforming Service.

c. Costs. Any and all costs associated with uninstalling and shipping defective Software and installing replacement Software will be the responsibility of Customer. Customer agrees to furnish Provider reasonable access to such Software.

d. Exclusions. The warranties provided by Provider shall not apply to Software which: (i) has been altered, except with the express written consent, permission or instruction of Provider, (ii) has been used in conjunction with another product resulting in the defect, except for those third party products specifically approved by Provider, (iii) was other than the most current version of the Software (but only to the extent that any failure of the Software would have been avoided by the use of the most current version), (iv) has been damaged by improper environment, abuse, misuse, accident, negligence, act of God, excessive operating conditions, or unauthorized attachments or modifications, (v) has not been properly installed and operated in accordance with the Documentation, or as otherwise instructed by Provider, or (vi) any other exclusion set forth in any Appendix hereto.

f. DISCLAIMERS. TO THE EXTENT PERMITTED BY APPLICABLE LAW, THE WARRANTIES AND REMEDIES STATED ABOVE ARE EXCLUSIVE AND NO OTHER WARRANTIES OR REMEDIES EXPRESS, IMPLIED OR STATUTORY, APPLY TO THE DOCUMENTATION, THE SOFTWARE, OR ANY SERVICES TO BE PROVIDED BY PROVIDER UNDER THIS AGREEMENT, INCLUDING BUT NOT LIMITED TO WARRANTIES OR CONDITIONS OF TITLE, NON-INFRINGEMENT, MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, QUALITY OR PERFORMANCE, AND ANY IMPLIED WARRANTY ARISING FROM COURSE OF PERFORMANCE, COURSE OF DEALING OR USAGE OF TRADE, ALL OF WHICH PROVIDER EXPRESSLY DISCLAIMS.

7. **INDEMNIFICATION** Provider will indemnify and defend Customer from any third party claim that the Software infringes on another person's or company's patent, copyright or other intellectual property right as specified in this Section. This indemnity does not cover and specifically excludes (a) intellectual property rights recognized in countries and jurisdictions other than the United States, and (b) claims relating to third party products and software. Provider has no obligation under this Section for any claim to the extent it results from or arises out of Customer's modification of the Software or from any combination, operation or use of the Software with other third party products or services. Provider's duty to indemnify under this

Section is contingent upon Provider receiving prompt notice of a claim and Provider's right to solely control resolution of a claim. Customer's sole remedy for an indemnified claim under this Section is as follows: Provider will, at its expense and in its discretion either (a) resolve the claim in a way that permits Customer's continued ownership and use of the affected Software (b) provide a comparable, non-infringing replacement at no cost to Customer, or (c) accept return of the Software, provide a reasonable depreciated refund and terminate this Agreement and all licenses herein. This Section is the exclusive statement of Provider's liability and responsibility for indemnifying Customer for infringement of intellectual property rights

8. **LIMITATION OF LIABILITY.**

a. IN NO EVENT WILL PROVIDER BE LIABLE FOR ANY LOSS OF PROFIT OR OTHER COMMERCIAL DAMAGE, INCLUDING BUT NOT LIMITED TO SPECIAL, INCIDENTAL, CONSEQUENTIAL OR OTHER INDIRECT DAMAGES UNDER ANY CAUSE OF ACTION ARISING OUT OF OR RELATING TO THIS AGREEMENT, INCLUDING, WITHOUT LIMITATION, CLAIMS ARISING FROM MALFUNCTION OR DEFECTS IN THE SOFTWARE. THESE LIMITATIONS WILL APPLY FOR ANY CLAIMS, INCLUDING WITHOUT LIMITATION, CONTRACT, TORT (INCLUDING NEGLIGENCE) AND STRICT LIABILITY EVEN IF PROVIDER OR ITS REPRESENTATIVE HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. PROVIDER'S MAXIMUM LIABILITY HEREUNDER IS EXPRESSLY LIMITED TO THE TOTAL AMOUNT PAID FOR THE SOFTWARE, AND SERVICES IN THE IMMEDIATELY PRECEDING TWELVE (12) MONTHS AND WILL UNDER NO CIRCUMSTANCE EXCEED THE AMOUNT PAID BY CUSTOMER IN THE IMMEDIATELY PRECEDING TWELVE (12) MONTHS FOR THE SOFTWARE AND SERVICES PROVIDED BY PROVIDER UNDER THIS AGREEMENT. Some states do not allow the limitation and/or exclusion of liability for incidental or consequential damages, so the above limitation may not apply.

b. The provisions of this Agreement allocate the risks between Customer and Provider. Provider's pricing reflects this

allocation of risk and the limitations of liability specified herein.

9. **GENERAL.** The Software will not be exported or re-exported in violation of any export provisions of the United States or any other applicable jurisdiction. The rights and obligations of this Agreement are personal rights granted to the Customer only. The Customer may not transfer or assign any of the rights or obligations granted under this Agreement to any other person or legal entity. Any such purported transfer or assignment shall be null and void. Provider will be free of liability to the Customer where Provider is prevented from executing its obligations under this Agreement in whole or in part due to force majeure, such as earthquake, typhoon, flood, fire, and war or any other unforeseen and uncontrollable. Any modification or amendment to any of the provisions of this Agreement will be in writing and signed by an authorized officer of each party. This Agreement does not create or imply any relationship in agency or partnership between the parties. Headings are inserted for the convenience of the parties only and are not to be considered when interpreting this Agreement. The validity of this Agreement and the rights, obligations, and relationship of the parties resulting from same will be interpreted and determined in accordance with the law of the State of Florida, and applicable federal law, without regard to its choice of law provisions. The parties specifically exclude from application to the Agreement the United Nations Convention on Contracts for the International Sale of Goods and the Uniform Computer Information Transactions Act. If any provision of this Agreement is contrary to and in violation of any applicable law, such provision will be considered null and void to the extent that it is contrary to such law, but all other provisions will remain in effect. The waiver or failure of either party to exercise any right herein shall not be deemed a waiver of any further right hereunder. This Agreement constitutes the entire agreement between the parties with respect to the subject matter hereof and supersedes all other prior and contemporary agreements, understandings, and commitments between the parties regarding the subject matter of this Agreement.

[Signature Block Follows]

EACH PARTY ACKNOWLEDGES THAT IT HAS READ THIS AGREEMENT, UNDERSTANDS IT, AND AGREES TO BE BOUND BY ITS TERMS AND CONDITIONS.

Provider

By: _____

Name (Print or Type)

Title

Date

Customer

By: _____

Name (Print or Type)

Title

Date

Appendix A

Software

1. AMR / AMI Products¹:

Software – Mi.Host, EZReader and other software products are covered by a one (1) year warranty on material and workmanship and shall perform substantially as described with Provider then current Documentation.

¹ Unless otherwise expressly stated herein, all warranty terms are provided from the date of this Agreement

Appendix B

Services

1. Software Services and Support Obligations

a. "Update" to the Software means a subsequent release of the Software that Provider makes generally available to its current customers for the Software. Updates include changes and corrections to the Software as are required to keep the Software in substantial conformance with the applicable Documentation and that are created by Provider as corrections for defects in the Software. Updates shall not include any release, option or future product that Provider licenses separately. Provider shall in its sole discretion determine the nature, content, timing and release of any Updates.

b. Web-based support, consisting of information on the most current release of the Software through Provider's web site.

c. Phone support in the form of advice and counsel via telephone regarding Customer's use of the most current release of the Software, as well as Customer's connectivity and ability to access Content. Phone Support shall be provided from 8:00 AM to 5:00 PM (Eastern Standard Time), Monday through Friday, exclusive of holidays observed by Provider.

2. Software Hosting Services

a. Except as specifically permitted in this Agreement, Customer shall have web-based access the Software hosted by Provider pursuant to this Agreement.

b. Provider shall provide Customer with access and related hosting services to the Software installed on Provider's servers. Provider will also install the Content provided by Customer. Provider will define the appropriate performance specifications and will host the server at a Provider's location. Provider will monitor and perform routine maintenance on the server, and if the server is not operating properly, will make a good faith effort to operate Customer's system on a backup server, if available. Access to Customer's server is restricted to authorized Provider information technology and support personnel only. Differential and full server backups are performed when reasonably practicable.

c. Customer shall be responsible for installing, operating and maintaining the software, and/or facilities at Customer location recommended by Provider for effective access to and use of the Software installed on the Provider server. Customer shall be responsible for providing and maintaining its own Internet access and all necessary telecommunications equipment at Customer's location necessary for accessing the Software.

d. Upon termination, for any reason, of the Agreement or any license(s) granted herein, Provider shall immediately cease providing access to the Software and Hosting Services. Customer shall (i) immediately stop access and use of all such Provider confidential information (including Software); (ii) shall return all copies of the Software, Documentation, and any Provider confidential information to Provider; and (iii) delete all Software, Documentation, and other confidential information off of any and all storage media possessed or controlled by Customer. Customer shall provide Provider with written certification signed by an officer of Customer that Customer has complied with the provisions of this Section. Customer shall immediately pay all amounts due to Provider.

Appendix C

Confidential Information

For purposes of this Attachment, “party” or “parties” shall mean Provider and Customer, including their respective subsidiaries and affiliates who are providing information under this Agreement. The parties agree to maintain confidential information as follows:

1. **Definition of Confidential Information.** The parties understand and agree that confidential information is any and all current and future Documentation and/or Software information, roadmap, technical or financial information, customer names, addresses and related data, contracts, practices, procedures and other business information, including software reports, strategies, plans, documents, drawings, machines, tools, models, patent disclosures, samples, materials and requests for proposals that may be disclosed between the parties, whether written, oral, electronic or otherwise, however and wherever acquired (“Confidential Information”). Confidential Information excludes any information which would otherwise fall in the definitions above, but which was (a) known to the recipient of the information (“Recipient”) before receipt from the disclosing party; (b) publicly available through no fault of Recipient; (c) rightly received by Recipient from a third party without a duty of confidentiality; (d) disclosed by disclosing party to a third party without a duty of confidentiality on the third party; (e) independently developed by Recipient without breach of this or any other confidentiality agreement; or (f) disclosed by Recipient after prior written approval from the disclosing party.

2. **Obligations of Confidentiality and Remedies.** Recipient agrees to protect the disclosing party’s Confidential Information with the same degree of care, but no less than a reasonable degree of care, as Recipient uses with respect to its own Confidential Information. Neither party has any obligation to exchange Confidential Information. Both parties acknowledge and agree that the disclosure of the other party’s Confidential Information could cause irreparable harm. Therefore, an injured party is entitled to applicable equitable relief, including injunctions, in addition to other remedies, for such wrongful disclosure of Confidential Information. In addition, disclosure of Confidential Information required by a government body or court of law is not a violation of this Section if the Recipient gives prompt notice of the required disclosure to the disclosing party.

3. **Term of Confidentiality Obligations.** Recipient’s duty to protect Confidential Information expires three (3) years from the date of disclosure of the particular Confidential Information.

4. **No Warranties on Confidential Information.** Neither party warrants or guarantees the accuracy of any Confidential Information transferred between the parties.



Contract Pricing for Charlotte County (FL) Utilities
RFP No. 2011000079 Fixed Base Automatic Meter Reading System - Contract Unit Pricing

1. AMI Equipped Meters and Network Collection Hardware

Item Description	Model	QTY	Price (ea)	Total
AMI Equipped Water Meters				
5/8"x3/4" Cmp PD Meter with Mi.Node - Single	420	n/a	\$ 140.00	n/a
5/8"x3/4" Cmp PD Meter with Mi.Node - Dual Port with CableConn ⁴	420	n/a	\$ 155.00	n/a
5/8"x3/4" Cmp PD Meter with CableConn for Mi.Node-DPW ⁴	420	n/a	\$ 65.00	n/a
3/4" (Std or SL) Cmp PD Meter with Mi.Node - Single	435SL	n/a	\$ 165.00	n/a
3/4" (Std or SL) Cmp PD Meter with Mi.Node - Dual Port with CableConn ⁴	435SL	n/a	\$ 180.00	n/a
3/4" (Std or SL) Cmp PD Meter with CableConn for Mi.Node-DPW ⁴	435SL	n/a	\$ 90.00	n/a
1" Brass PD Water Meter with Mi.Node	452	n/a	\$ 190.00	n/a
1-1/2" DI PD Water Meter with Mi.Node	562DI	n/a	\$ 320.00	n/a
2" DI PD Water Meter with Mi.Node	572DI	n/a	\$ 390.00	n/a
3" VT Water Meter with Mi.Node	MVR350	n/a	\$ 925.00	n/a
4" VT Water Meter with Mi.Node	MVR650	n/a	\$ 1,315.00	n/a
6" VT Water Meter with Mi.Node	MVR1300	n/a	\$ 2,400.00	n/a
8"x2" Water Meter with Mi.Nodes - UL/FM Fire Service	FM3	n/a	\$ 8,575.00	n/a
Subtotal			\$	-
Network Collection Devices				
Data Collection Unit	Mi.Gate	n/a	\$ 3,500.00	n/a
Network Repeater	Mi.Hydrant	n/a	\$ 300.00	n/a
Subtotal			\$	-

2. Project Costs and Other Items

Item Description	Model	QTY	Price (ea)	Total
Project Management and Training				
Project Management - Total Project	Project Manager	n/a	\$ 75,000.00	n/a
CIS Software Integration ³	Integration	n/a	\$ 3,000.00	n/a
Training - Office Personnel	Training - Per Day	n/a	\$ 250.00	n/a
Training - Field Personnel	Training - Per Day	n/a	\$ 250.00	n/a
Subtotal			\$	-
Network Handheld Devices				
Handheld Communication Device ⁶	Mi.Tech	n/a	\$ 5,000.00	n/a
Subtotal			\$	-

3. Annual Software and Network Fees

Item Description	Model	QTY	Price (ea)	Total
Annual Software Hosting Fee				
Annual Web Based Software Hosting ¹	Mi.Host	n/a	\$ 25,000.00	n/a
Subtotal			\$	-
Data Communication Fees for GPRS Service				
Data Collection Unit GPRS Fees Annual Cost ²	Data Cost - per Mi.Gate	n/a	\$ 300.00	n/a
Subtotal			\$	-

**EXHIBIT
C**

4. Installation Labor

Item Description	Model	QTY	Price (ea)	Total
				Network Communication Equipment Installation
Data Collection Unit Installation	Install Labor	n/a	\$ 1,000.00	n/a
Network Repeater Installation	Install Labor	n/a	\$ 10.00	n/a
Subtotal				\$ -

5. Notes

Network Notes

<p>1. Annual Hosting Fee includes 2-way Hosting services, Consumer Portal, Mi.Host Utility Access, and all premium water software features of the Mi.Net System. Annual Hosting Fee also includes all software support and maintenance agreements including new software releases and firmware updates for Mi.Node Transceiver Units</p> <p>2. This assumes all Mi.Gate Collectors are required to use GPRS (Cell Phone) for data backhaul. If Ethernet, Fiber, Wi-Fi, Point-to-Point SCADA, or other communication backhaul systems are available for any Mi.Gate the cost may be reduced. Costs are estimated. GPRS contract will be between Charlotte County and AT&T, better rates may be available.</p> <p>3. Software Integration is priced at \$3,000 per interface. Current Proposal reflects integration with Banner CIS System and CCU GIS System.</p> <p>4. For Dual Set Meter Boxes the Mi.Node-DPW is used to read both meters with a single radio and lower the cost per endpoint. One meter will be equipped with a Mi.Node-DPW factory potted and connected utilizing and Integral mount connection. The Mi.Node-DPW will have an extra In line cable connection attached for the second meter. The second meter will be installed with the mating end to the in line cable connection and will simply plug into the Mi.Node-DPW mounted to the first meter. Quantities are estimated using the 80/20 percentage rule listed in Addendum Number 2. Cost per meter for a dual set 5/8"x3/4" meter is \$110.00 and cost per meter for a dual set 3/4" meter is \$135.00.</p> <p>5. All meter quantities by size are estimated using the number of meters per year identified in the RFP and as required in Addendum Number 3. Sizes are estimated using the Active Meter List and conversion factors identified in Addendum Number 2.</p>



Contract Pricing for Charlotte County (FL) Utilities
RFP No. 2011000079 Fixed Base Automatic Meter Reading System - Optional Items

1. Optional Maintenance Agreements

Item Description	Model	QTY	Price (ea)	Total
AMI Hardware Maintenance Agreements				
Data Collection Unit Hardware Annual Maintenance	Mi.Gate Maintenance	n/a	\$ 300.00	n/a
Handheld Unit Hardware Annual Maintenance	Mi.Tech Maintenance	n/a	\$ 500.00	n/a

2. Optional Software Purchase Package

Item Description	Model	QTY	Price (ea)	Total
AMI Software Purchase Option				
AMI Server Hardware ¹	Dell Blade	n/a	\$ 10,000.00	n/a
AMI Microsoft SQL Database ¹	SQL	n/a	\$ 40,000.00	n/a
AMI Perpetual Software License ¹	Mi.Host Purchase	n/a	\$ 100,000.00	n/a
AMI Annual Support and Maintenance Agreement ¹	Mi.Support	n/a	\$ 15,000.00	n/a

3. Optional Material

Item Description	Model	QTY	Price (ea)	Total
Optional AMI Network Hardware				
Solar Panel for Mi.Gate Data Collector	Mi.Solar	n/a	\$ 2,100.00	n/a
2-Way AMI Unit with Wire for Meter Retrofit ²	Mi.Node-W	n/a	\$ 75.00	n/a
2-Way AMI Unit with Dual Port Supports Two Meters ⁴	Mi.Node-DPW	n/a	\$ 90.00	n/a
Optional Meter Pricing				
5/8"x3/4" Brass PD Water Meter with Mi.Node - Single	430	n/a	\$ 148.00	n/a
5/8"x3/4" Brass PD Water Meter with Mi.Node - Dual Port with CableConn ⁶	430	n/a	\$ 163.00	n/a
5/8"x3/4" Brass PD Water Meter with CableConn for Mi.Node-DPW ⁶	430	n/a	\$ 73.00	n/a
5/8"x3/4" PD Water Meter with Mi.Node integral Remote Shutoff ³	420RDM	n/a	\$ 265.00	n/a
3/4" (Std or SL) Brass PD Water Meter with Mi.Node - Single	442	n/a	\$ 175.00	n/a
3/4" (Std or SL) Brass PD Water Meter with Mi.Node - Dual Port with CableConn ⁶	442	n/a	\$ 190.00	n/a
3/4" (Std or SL) Brass PD Water Meter with CableConn for Mi.Node-DPW ⁶	442	n/a	\$ 100.00	n/a
1-1/2" Brass PD Water Meter with Mi.Node	562	n/a	\$ 360.00	n/a
2" Brass PD Water Meter with Mi.Node	572	n/a	\$ 450.00	n/a
1-1/2" VT Water Meter with Mi.Node	MVR100	n/a	\$ 438.00	n/a
2" VT Water Meter with Mi.Node	MVR160	n/a	\$ 545.00	n/a
3"x3/4" Water Meter with Mi.Node - UL/FM Fire Service	FM3	n/a	\$ 3,830.00	n/a
4"x1" Water Meter with Mi.Node - UL/FM Fire Service	FM3	n/a	\$ 4,585.00	n/a
6"x2" Water Meter with Mi.Node - UL/FM Fire Service	FM3	n/a	\$ 6,415.00	n/a
8"x2" Water Meter with Mi.Node - UL/FM Fire Service	FM3	n/a	\$ 8,575.00	n/a
10"x2" Water Meter with Mi.Node - UL/FM Fire Service	FM3	n/a	\$ 13,200.00	n/a
3" Mag Meter with CableConn - Mi.Node ordered separately	HbMag	n/a	\$ 1,960.00	n/a
4" Mag Meter with CableConn - Mi.Node ordered separately	HbMag	n/a	\$ 2,330.00	n/a
6" Mag Meter with CableConn - Mi.Node ordered separately	HbMag	n/a	\$ 4,300.00	n/a
8" Mag Meter with CableConn - Mi.Node ordered separately	HbMag	n/a	\$ 6,510.00	n/a
10" Mag Meter with CableConn - Mi.Node ordered separately	HbMag	n/a	\$ 7,815.00	n/a

4. Installation Labor

Item Description	Model	QTY	Price (ea)	Total
Network Communication Equipment Installation				
Data Collection Unit Installation	Install Labor	n/a	\$ 1,000.00	n/a
Network Repeater Installation	Install Labor	n/a	\$ 10.00	n/a
Subtotal				\$ -

5. Notes

Optional Item Notes

1.This is not a required purchase item. Mueller Systems is submitting a hosted solution as an integral part of the pricing schedule. This hosting fee includes all purchase items, software maintenance, and support within an annual hosting fee. This includes the IT databasing support and 2-years worth of redundant data storage. This optional pricing is listed in the event that Charlotte County decides it would be in their best interest to purchase the database servers and software.
2. Mi.Node-W is an open architecture MTU capable of reading several different manufacturer's encoder registers and may be used for retrofits of existing meters and competitors large meters. See RFP Response for compatibility list.
3. Meter with built-in remote disconnect available 4th Quarter 2011

- | |
|--|
| <p>4. Mi.Node-DPW allows two meters to be read by a single AMI unit. This can dramatically lower cost in areas where multiple meters are installed within the same box by spreading the radio cost over 2 meters. For 5/8"x3/4" meters installed in a dual set box the cost per meter would be \$110.00, for 3/4"SL meters the cost per meter would be \$135.00.</p> |
| <p>6. For Dual Set Meter Boxes the Mi.Node-DPW is used to read both meters with a single radio and lower the cost per endpoint. One meter will be equipped with a Mi.Node-DPW factory potted and connected utilizing an integral mount connection. The Mi.Node-DPW will have an extra in line cable connection attached for the second meter. The second meter will be installed with the mating end to the in line cable connection and will simply plug into the Mi.Node-DPW mounted to the first meter. Quantities are estimated using the 80/20 percentage rule listed in Addendum Number 2.</p> |



Contract Pricing for Charlotte County (FL) Utilities

RFP No. 2011000079 Fixed Base Automatic Meter Reading System - Estimated Project Cost By Year

1. Quantities and sizes are estimated based on the yearly total provided in the RFP, the Active Meter List, and the size conversions provided in Addendum Number 2.
2. This estimate assumes that 80% of 5/8"x3/4" and 3/4" meters are in dual set boxes and 20% are in single set boxes as identified in Addendum Number 2 and that a single radio can be used to read both meters in the box.
3. Project Management Fee was broken out over a 10-period with the first year's cost deferred until year number 2.
4. Each year includes the necessary software hosting and GPRS fees for the number of collectors installed up to and including that year.
5. Installation Labor for the network collectors and repeaters is included for Year 1 only. It is assumed that CCU will provide installation for all following years. Pricing for additional installation of network equipment is included in optional pricing.
6. Mueller Systems reserves the right to request price increases in accordance with the previous equivalent increases according to the United States Department of Labor Bureau of Labor Statistics Producer Price Index (PPI) at the end of the first five years or as detailed in the contract.
7. Year 1 includes three (3) days of field personnel training and 3 days of office personnel training per the RFP and response.
8. Year 1 includes two (2) software interfaces for CIS and GIS as requested in the RFP.
9. Handheld purchases are spread over Years 1-3 with two (2) each in Years 1 & 2 and one (1) in Year 3.

Year	Type and Size of Meters Installed												Mi.Gates	Mi.Hydrants	Mi.Techs	RFP Yearly Cost						
1	729	5/8"x3/4"	1905	3/4" SL	41	1"	11	1-1/2"	14	2"	0	3"	0	4"	0	6"	0	8"	2	21	2	\$ 428,525.00
2	748	5/8"x3/4"	1950	3/4" SL	42	1"	12	1-1/2"	14	2"	3	3"	1	4"	0	6"	0	8"	1	21	2	\$ 444,800.00
3	748	5/8"x3/4"	1950	3/4" SL	42	1"	12	1-1/2"	14	2"	3	3"	1	4"	0	6"	0	8"	1	20	1	\$ 432,300.00
4	2451	5/8"x3/4"	6386	3/4" SL	136	1"	37	1-1/2"	50	2"	10	3"	4	4"	3	6"	1	8"	2	73	0	\$ 1,337,515.00
5	2451	5/8"x3/4"	6387	3/4" SL	136	1"	37	1-1/2"	50	2"	10	3"	4	4"	3	6"	0	8"	3	77	0	\$ 1,335,585.00
6	1590	5/8"x3/4"	4120	3/4" SL	88	1"	37	1-1/2"	40	2"	10	3"	2	4"	2	6"	0	8"	2	38	0	\$ 882,400.00
7	1590	5/8"x3/4"	4127	3/4" SL	88	1"	33	1-1/2"	40	2"	7	3"	2	4"	2	6"	0	8"	3	59	0	\$ 891,020.00
8	1590	5/8"x3/4"	4147	3/4" SL	88	1"	24	1-1/2"	30	2"	6	3"	2	4"	2	6"	0	8"	2	36	0	\$ 875,215.00
9	1590	5/8"x3/4"	4147	3/4" SL	88	1"	24	1-1/2"	30	2"	6	3"	2	4"	2	6"	0	8"	1	39	0	\$ 872,035.00
10	1590	5/8"x3/4"	4148	3/4" SL	88	1"	24	1-1/2"	30	2"	6	3"	2	4"	1	6"	0	8"	4	36	0	\$ 883,600.00

Equipment

1. AMR / AMI Products¹:

Hardware – Mi.Gate Data Collector, Street Machine RF Receiver, Logicon® Versa Probe are covered by a one (1) year warranty on material and workmanship. Itron® products are covered under separate warranty listed in the Itron® End User license.

Radio Modules – Mi.Node Water Modules and Hot Rod™ Modules are covered by a ten (10) year warranty on material and workmanship. Additionally, Mi.Node Water Modules and Hot Rod™ Modules are covered by a prorated warranty for years eleven (11) through fifteen (15) at a fifty-percent (50%) discount, years sixteen (16) through twenty (20) at a twenty-five-percent (25%) discount. The prorated warranty credit listed will apply to list pricing in effect at the time of the return. Itron® products are covered under separate warranty listed in the Itron® End User license.

Encoder Register Products – Hersey Translator™ Encoder registers, Wall Pads and Pit Pads are covered by a ten (10) year warranty on material and workmanship. Additionally, the complete unit is covered by a prorated warranty for years eleven (11) through fifteen (15) at a fifty-percent (50%) discount, years sixteen (16) through twenty (20) at a twenty-five-percent (25%) discount. The prorated warranty credit listed will apply to list pricing in effect at the time of the return. TRuRead™ and other peripheral electronic products are covered by a one (1) year warranty on material and workmanship.

2. Metering Products:

Models 400, 500, MVR, Horizon, MCTII, MFMII, HM, cold-water meters and detector check models DC, EDCIII, EDCIV against defects in material and workmanship for a period of one (1) year from the date of installation.

Maincases for the above listed meters are guaranteed to be free from defects in material and workmanship for a period of twenty-five (25) years from the date of installation.

Standard Registers for the above listed meters are guaranteed to be free from defects in material and workmanship for a period of fifteen (15) years from the date of installation.

Models 400 and 500 meters are guaranteed to perform to AWWA new meter accuracy standard as defined in the most current revision for a period of five (5) years from the date of installation.

Models MVR, Horizon, MCTII, MFMII, HM meters are guaranteed to perform to AWWA new meter accuracy standard as defined in the most current revision for a period of one (1) year from the date of installation.

Models 400 and 500 meters are guaranteed to perform to AWWA repaired meter accuracy standards for the following time periods:

5/8" – Fifteen (15) years from the date of installation, or the registration of 1,750,000 U.S. gallons, whichever comes first;

3/4" – Fifteen (15) years from the date of installation, or the registration of 2,000,000 U.S. gallons, whichever comes first;

1" – Fifteen (15) years from the date of installation, or the registration of 3,000,000 U.S. gallons, whichever comes first;

1-1/2" – Fifteen (15) years from the date of installation, or the registration of 5,500,000 U.S. gallons, whichever comes first;

2" – Fifteen (15) years from the date of installation, or the registration of 8,500,000 U.S. gallons, whichever comes first.

If the above listed meters do not perform as specified, Provider will repair or replace them, at Provider's option, subject to the following:

- a) Provider shall be determined to not be performing as guaranteed if it fails to pass an accuracy test, conducted by the customer according to AWWA standards. If the meter is inoperative because of foreign material, all such material must be removed prior to testing. A copy of the customer's test results must accompany the Hersey meter being returned. If the customer chooses not to test a Hersey meter before returning it, Provider will repair or replace the meter at Provider's option after the meter has been tested by Provider. When test is conducted by Provider, the customer will be charged a reasonable testing fee.

¹ Unless otherwise expressly stated herein, all warranty terms are provided from the date of this Agreement

**EXHIBIT
D**