

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

CONTRACT AWARD COVERAGE

BADGER METER, INC.

4545 WEST BROWN DEER ROAD

MILWAUKEE, WI 53223

DATE ISSUED: OCTOBER 23, 2020

CONTRACT NO: 20-237-ITB-1

CONTRACT TITE: WATER METERS

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

The contract documents consist of the terms and conditions of AGREEMENT No. 20-237-ITB-1 including any attachments or amendments thereto.

EFFECTIVE DATE: OCTOBER 23, 2020

EXPIRES: OCTOBER 22, 2021

RENEWALS: (4) ADDITIONAL 12-MONTH PERIODS FROM OCTOBER 23, 2021 TO OCTOBER 22, 2025

COMMODITY CODE(S): 89044, 99877

LIVING WAGE: N

PROFESSIONAL SERVICES: N

ATTACHMENTS:

AGREEMENT NO. 20-237-ITB-1

EMPLOYEES NOT TO BENEFIT:

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

VENDOR CONTACT: REBECCA L. LOOMANS

VENDOR TEL. NO.: (800) 876-3837 EXT. 16220

EMAIL ADDRESS: BIDS@BADGERMETER.COM

COUNTY CONTACT: DAVE HUNDELT

COUNTY TEL. NO.: (703) 228-6539

EMAIL ADDRESS: DHUNDELT@ARLINGTONVA.US

PURCHASING DIVISION AUTHORIZATION

Meloni Hurley

Title: Assistant Purchasing Agent

Date: 10/23/20

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

AGREEMENT NO. 20-237-ITB-1

THIS AGREEMENT is made, on **October 23, 2020** between **Badger Meter, Inc.**, located at 4545 West Brown Deer Road, P.O. Box 245036, Milwaukee, WI 53224 ("Contractor"), a Wisconsin Corporation authorized to do business in the Commonwealth of Virginia, and the County Board of Arlington County, Virginia (hereinafter "County"). The County and the Contractor, for the consideration hereinafter specified, agree as follows:

1. CONTRACT DOCUMENTS

The "Contract Documents" consist of this Agreement, the bid of the successful Bidder (hereinafter "Contractor"), and the County Invitation to Bid No. 20-237-ITB herein incorporated by reference.

The Contract Documents set forth the entire agreement between the County and the Contractor. The County and the Contractor agree that no representative or agent of either party has made any representation or promise with respect to the parties' agreement that is not contained in the Contract Documents. The Contract Documents may be referred to below as the "Contract" or the "Agreement".

2. SCOPE OF WORK

The Contractor agrees to perform the services described in the Contract Documents (the "Work"). As detailed in the "Scope of Work" (Exhibit A), the primary purpose of the Work is to provide: **Positive Displacement Meters, Electronic Meters (Small) and Strainers**. It will be the Contractor's responsibility, at its sole cost, to provide the specific services set forth in the Contract Documents and sufficient services to fulfill the purposes of the Work. Nothing in the Contract Documents limits the Contractor's responsibility to manage the details and execution of the Work.

3. PROJECT OFFICER

The performance of the Contractor is subject to the review and approval of the County Project Officer, who will be appointed by the Director of the Arlington County department or agency requesting the Work under this Contract.

4. CONTRACT TERM

Time is of the essence. The Work will commence on **October 23, 2020** and must be completed no later than **October 22, 2021** ("Initial Contract Term"), subject to any modifications provided in the Contract Documents. Upon satisfactory performance by the Contractor the County may, through issuance of a unilateral Notice of Award, authorize continuation of the Agreement under the same contract prices for not more than (4) additional 12-month periods, from **October 23, 2021 to October 22, 2025** (each a "Subsequent Contract Term"). The Initial Contract Term and any Subsequent Contract Term(s) are together the "Contract Term".

5. CONTRACT PRICING

Unless otherwise provided in the Contract Documents, the Contractor shall provide the goods covered in the County's Invitation to Bid No. 20-237-ITB at the prices provided in the bid of the Contractor.

6. OPTIONAL PRICE ADJUSTMENTS

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

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

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

7. PAYMENT TERMS

The Contractor must submit invoices to the County's Project Officer, who will either approve the invoice or require corrections. Each invoice must certify that the invoice submitted is a true and accurate accounting of the work performed and goods and/or services provided and must be signed and attested to by the Contractor or authorized designee. The County will pay the Contractor within forty-five (45) days after receipt of an invoice for completed work that is reasonable and allocable to the Contract and that has been performed to the satisfaction of the Project Officer. The number of the County Purchase Order pursuant to which goods or services have been delivered or performed must appear on all invoices.

8. PAYMENT OF SUBCONTRACTORS

The Contractor is obligated to take one of the two following actions within seven days after receipt of payment by the County for work performed by any subcontractor under this Contract:

- a. Pay the subcontractor for the proportionate share of the total payment received from the County attributable to the work performed by the subcontractor under this Contract; or
- b. Notify the County and the subcontractor, in writing, of the Contractor's intention to withhold all or a part of the subcontractor's payment, with the reason for nonpayment.

The Contractor is obligated to pay interest to the subcontractor on all amounts owed by the Contractor to the subcontractor that remain unpaid after seven days following receipt by the Contractor of payment from the County for work performed by the subcontractor under this Contract, except for amounts withheld as allowed in subsection b., above. Unless otherwise provided under the terms of this Contract, interest will accrue at the rate of 1% per month.

The Contractor must include in each of its subcontracts, if any are permitted, a provision requiring each subcontractor to include or otherwise be subject to the same payment and interest requirements with respect to each lower-tier subcontractor.

The Contractor's obligation to pay an interest charge to a subcontractor pursuant to this section may not be construed to be an obligation of the County. A Contract modification may not be made for the purpose of providing reimbursement for such interest charge. A cost reimbursement claim may not include any amount for reimbursement for such interest charge.

9. NO WAIVER OF RIGHTS

The County's approval or acceptance of or payment for any goods or services under this Contract will not waive any rights or causes of action arising out of the Contract.

10. NON-APPROPRIATION

All payments by the County to the Contractor pursuant to this Contract are subject to the availability of an annual appropriation for this purpose by the County Board of Arlington County, Virginia ("Board"). In the event that the Board does not appropriate funds for the goods or services provided under this Contract, the County will terminate the Contract, without termination charge or other liability to the County, on the last day of the fiscal year or when the previous appropriation has been spent, whichever event occurs first.

11. ESTIMATED QUANTITIES/NON-EXCLUSIVITY OF CONTRACTOR

This Contract does not obligate the County to purchase a specific quantity of items or services during the Contract Term. Any quantities that are included in the Contract Documents are the present expectations of the County for the period of the Contract; and the County is under no obligation to buy that or any amount as a result of having provided this estimate or of having had any normal or otherwise measurable requirement in the past. The County may require more goods and/or services than the estimated annual quantities, and any such additional quantities will not give rise to any claim for compensation other than at the unit prices and/or rates in the Contract.

The County does not guarantee that the Contractor will be the exclusive provider of the goods or services covered by this Contract. The items or services covered by this Contract may be or become available under other County contract(s), and the County may determine that it is in its best interest to procure the items or services through those contract(s).

12. COUNTY PURCHASE ORDER REQUIREMENT

County purchases are authorized only if the County issues a Purchase Order in advance of the transaction, indicating that the ordering County agency has sufficient funds available to pay for the purchase. If the Contractor provides goods or services without a signed County Purchase Order, it does so at its own risk and expense. The County will not be liable for payment for any purchases made by its employees that are not authorized by the County Purchasing Agent.

13. DELIVERY

All goods are purchased F.O.B. destination in Arlington County as described in the specifications. Transportation, handling and all related charges are included in the unit prices or discounts that the Contractor submitted with its bid.

14. WARRANTY

The Contractor guarantees against and will correct at its expense factory defects that occur during the manufacturer's warranty period. The Contractor will provide all manufacturers' warranties at the time of the time of delivery.

15. INSPECTION, ACCEPTANCE, TITLE, AND RISK OF LOSS

The County will inspect all materials at the delivery location within ten days of delivery and may test the goods at is sees fit before accepting them.

The Contractor warrants that it has good title to and will require all subcontractors to warrant that they have good title to, all delivered goods.

The Contractor bears title and risk of loss or damage to all delivered goods until the County accepts them.

Neither the Contractor nor any subcontractor may retain any interest in the goods after the County accepts them.

16. OSHA REQUIREMENTS

The Contractor certifies that all material supplied or used under this Contract meets all federal and state Occupational Safety and Health Administration ("OSHA") requirements. If the material does not meet the OSHA requirements, the Contractor will bear all costs necessary to bring the material into compliance.

17. PROHIBITION AGAINST ASBESTOS-CONTAINING MATERIALS

No goods, equipment or material that the Contractor or its subcontractor provides, or installs may contain asbestos. The Contractor must remove any asbestos-containing goods, equipment and material at its sole cost, which includes worker protection and legal disposal, and must reimburse the County for the replaced goods, equipment and material. The County may offset these costs and reimbursement against any amounts that it owes the Contractor.

18. FAILURE TO DELIVER

If the Contractor does not deliver the goods or services required by the Scope of Work, the County may procure the goods or services from other sources at the Contractor's expense, including purchase and administrative costs, and may offset the costs against any amount that the County owes the Contractor. The County must provide the Contractor written notice of the deficiency and may choose to provide an opportunity to cure. This remedy is in addition to the County's other remedies for the Contractor's failure to perform.

19. UNSATISFACTORY WORK

The Contractor must within 15 days of written notice from the County remove and replace, at its expense, any goods that the County rejects as unsatisfactory. Otherwise, the County may choose to remove or replace the rejected goods at the Contractor's expense. The County may offset the costs against any amounts that it owes the Contractor. The County may also decide not to remove or replace the unsatisfactory goods and instead to adjust the Contract Amount to account for the unsatisfactory performance. This paragraph applies throughout the Contract Term and any warranty or guarantee period.

20. EMPLOYMENT DISCRIMINATION BY CONTRACTOR PROHIBITED

During the performance of its work pursuant to this Contract:

- A. The Contractor will not discriminate against any employee or applicant for employment because of race, religion, color, sex, national origin, age or disability or on any other basis prohibited by state law. The Contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices setting forth the provisions of this nondiscrimination clause.
- B. Notices, advertisements and solicitations placed in accordance with federal law, rule or regulation will be deemed sufficient for meeting the requirements of this section.
- C. The Contractor will state in all solicitations or advertisements for employees that it places or causes to be placed that such Contractor is an Equal Opportunity Employer.
- D. The Contractor will comply with the provisions of the Americans with Disabilities Act of 1990 ("ADA"), which prohibits discrimination against individuals with disabilities in employment and mandates that disabled individuals be provided access to publicly and privately provided services and activities.
- E. The Contractor must include the provisions of the foregoing paragraphs in every subcontract or purchase order of more than \$10,000.00 relating to this Contract so that the provisions will be binding upon each subcontractor or vendor.

21. EMPLOYMENT OF UNAUTHORIZED ALIENS PROHIBITED

In accordance with §2.2-4311.1 of the Code of Virginia, as amended, the Contractor must not during the performance of this Contract knowingly employ an unauthorized alien, as that term is defined in the federal Immigration Reform and Control Act of 1986.

22. DRUG-FREE WORKPLACE TO BE MAINTAINED BY CONTRACTOR

During the performance of this Contract, the Contractor must: (i) provide a drug-free workplace for its employees; (ii) post in conspicuous places, available to employees and applicants for employment, a statement notifying employees that the unlawful manufacture, sale, distribution, dispensation, possession, or use of a controlled substance or marijuana is prohibited in the Contractor's workplace and specifying the actions that will be taken against employees for violating such prohibition; (iii) state in all solicitations or advertisements for employees placed by or on behalf of the Contractor that the Contractor maintains a drug-free workplace; and (iv) include the provisions of the foregoing clauses in every subcontract or purchase order of more than \$10,000.00 relating to this Contract so that the provisions will be binding upon each subcontractor or vendor.

For the purposes of this section, "workplace" means the site(s) for the performance of the work required by this Contract.

23. SEXUAL HARASSMENT POLICY

If the Contractor employs more than five employees, the Contractor shall (i) provide annual training on the Contractor's sexual harassment policy to all supervisors and employees providing services in the

Commonwealth, except such supervisors or employees that are required to complete sexual harassment training provided by the Department of Human Resource Management, and (ii) post the Contractor's sexual harassment policy in (a) a conspicuous public place in each building located in the Commonwealth that the Contractor owns or leases for business purposes and (b) the Contractor's employee handbook.

24. TERMINATION

The County may terminate this Contract at any time as follows: (1) for cause, if, as determined by the County, the Contractor is in breach or default or has failed to perform the Work satisfactorily; or (2) for the convenience of the County.

Upon receipt of a notice of termination, the Contractor must not place any further orders or subcontracts for materials, services or facilities; must terminate all vendors and subcontracts, except as are necessary for the completion of any portion of the Work that the County did not terminate; and must immediately deliver all documents related to the terminated Work to the County.

Any purchases that the Contractor makes after the notice of termination will be the sole responsibility of the Contractor, unless the County has approved the purchases in writing as necessary for completion of any portion of the Work that the County did not terminate.

If any court of competent jurisdiction finds a termination for cause by the County to be improper, then the termination will be deemed a termination for convenience.

A. TERMINATION FOR CAUSE, INCLUDING BREACH AND DEFAULT; CURE

1. Termination for Unsatisfactory Performance. If the County determines that the Contractor has failed to perform satisfactorily, then the County will give the Contractor written notice of such failure(s) and the opportunity to cure them within 15 days or any other period specified by the County ("Cure Period"). If the Contractor fails to cure within the Cure Period, the County may terminate the Contract for failure to provide satisfactory performance by providing written notice with a termination date. The Contractor must submit any request for termination costs, with all supporting documentation, to the County Project Officer within 30 days after the expiration of the Cure Period. The County may accept or reject the request for termination costs, in whole or in part, and may notify the Contractor of its decision within a reasonable time.

In the event of termination by the County for failure to perform satisfactorily, the Contractor must continue to provide its services as previously scheduled through the termination date, and the County must continue to pay all fees and charges incurred through the termination date.

2. Termination for Breach or Default. If the County terminates the Contract for default or breach of any Contract provision or condition, then the termination will be immediate after notice of termination to the Contractor (unless the County provides for an opportunity to cure), and the Contractor will not be permitted to seek termination costs.

Upon any termination pursuant to this section, the Contractor will be liable to the County for costs that the County must expend to complete the Work, including costs resulting from any related delays and from unsatisfactory or non-compliant work performed by the Contractor or its subcontractors. The County will deduct such costs from any amount due to the Contractor; or if the County does not owe the Contractor, the Contractor must promptly pay the costs within 15 days of a demand by the County. This section does not limit the County's recovery of any other damages to which it is entitled by law.

Except as otherwise directed by the County, the Contractor must stop work on the date of receipt the notice of the termination.

B. TERMINATION FOR THE CONVENIENCE OF THE COUNTY

The County may terminate this Contract in whole or in part whenever the Purchasing Agent determines that termination is in the County's best interest. The County will give the Contractor at least 15 days' notice in writing. The notice must specify the extent to which the Contract is terminated and the effective termination date. The Contractor will be entitled to termination costs, plus any other reasonable amounts that the parties might negotiate; but no amount will be allowed for anticipatory profits.

Except as otherwise directed by the County, the Contractor must stop work on the date of receipt of the notice of the termination.

25. INDEMNIFICATION

The Contractor covenants for itself, its employees and its subcontractors to save, defend, hold harmless and indemnify the County and all of its elected and appointed officials, officers, current and former employees, agents, departments, agencies, boards and commissions (collectively the "County Indemnitees") from and against any and all claims made by third parties for any and all losses, damages, injuries, fines, penalties, costs (including court costs and attorneys' fees), charges, liability, demands or exposure resulting from, arising out of or in any way connected with the Contractor's acts or omissions, including the acts or omissions of its employees and/or subcontractors, in performance or nonperformance of the Contract. This duty to save, defend, hold harmless and indemnify will survive the termination of this Contract. If the Contractor fails or refuses to fulfill its obligations contained in this section, the Contractor must reimburse the County for any and all resulting payments and expenses, including reasonable attorneys' fees. The Contractor must pay such expenses upon demand by the County, and failure to do so may result in the County withholding such amounts from any payments to the Contractor under this Contract.

26. INTELLECTUAL PROPERTY INDEMNIFICATION

The Contractor warrants and guarantees that in providing services under this Contract neither the Contractor nor any subcontractor is infringing on the intellectual property rights (including, but not limited to, copyright, patent, mask and trademark) of third parties.

If the Contractor or any of its employees or subcontractors uses any design, device, work or material that is covered by patent or copyright, it is understood that the Contract Amount includes all royalties, licensing fees, and any other costs arising from such use in connection with the Work under this Contract.

The Contractor covenants for itself, its employees and its subcontractors to save, defend, hold harmless, and indemnify the County Indemnitees, as defined above, from and against any and all claims, losses, damages, injuries, fines, penalties, costs (including court costs and attorneys' fees), charges, liability or exposure for infringement of or on account of any trademark, copyright, patented or unpatented invention, process or article manufactured or used in the performance of this Contract. This duty to save, defend, hold harmless and indemnify will survive the termination of this Contract. If the Contractor fails or refuses to fulfill its obligations contained in this section, the Contractor must reimburse the County for any and all resulting payments and expenses, including reasonable attorneys' fees. The Contractor must pay such expenses upon demand by the County, and failure to do so may result in the County withholding such amounts from any payments to the Contractor under this Contract.

27. COPYRIGHT

By this Contract, the Contractor irrevocably transfers, assigns, sets over and conveys to the County all rights, title and interest, including the sole exclusive and complete copyright interest, in any and all copyrightable works created pursuant to this Contract. The Contractor will execute any documents that the County requests to formalize such transfer or assignment.

The rights granted to the County by this section are irrevocable and may not be rescinded or modified, including in connection with or as a result of the termination of or a dispute concerning this Contract.

The Contractor may not use subcontractors or third parties to develop or provide input into any copyrightable materials produced pursuant to this Contract without the County's advance written approval and unless the Contractor includes this Copyright provision in any contract or agreement with such subcontractors or third parties related to this Contract.

28. CONFIDENTIAL INFORMATION

The Contractor and its employees, agents and subcontractors will hold as confidential all County information obtained under this Contract. Confidential information includes, but is not limited to, nonpublic personal information; personal health information (PHI); social security numbers; addresses; dates of birth; other contact information or medical information about a person; and information pertaining to products, operations, systems, customers, prospective customers, techniques, intentions, processes, plans and expertise. The Contractor must take reasonable measures to ensure that all of its employees, agents and subcontractors are informed of and abide by this requirement.

29. ETHICS IN PUBLIC CONTRACTING

This Contract incorporates by reference Article 9 of the Arlington County Purchasing Resolution, as well as all state and federal laws related to ethics, conflicts of interest or bribery, including the State and Local Government Conflict of Interests Act (Code of Virginia § 2.2-3100 et seq.), the Virginia Governmental Frauds Act (Code of Virginia § 18.2-498.1 et seq.) and Articles 2 and 3 of Chapter 10 of Title 18.2 of the Code of Virginia, as amended (§ 18.2-438 et seq.). The Contractor certifies that its proposal was made without collusion or fraud; that it has not offered or received any kickbacks or inducements from any other offeror, supplier, manufacturer or subcontractor; and that it has not conferred on any public employee having official responsibility for this procurement any payment, loan, subscription, advance, deposit of money, services or anything of more than nominal value, present or promised, unless consideration of substantially equal or greater value was exchanged.

30. COUNTY EMPLOYEES

No Arlington County employee may share in any part of this Contract or receive any benefit from the Contract that is not available to the general public.

31. FORCE MAJEURE

Neither party will be held responsible for failure to perform the duties and responsibilities imposed by this Contract if such failure is due to a fire, riot, rebellion, natural disaster, war, act of terrorism or act of God that is beyond the control of the party and that makes performance impossible or illegal, unless otherwise specified in the Contract.

32. AUTHORITY TO TRANSACT BUSINESS

The Contractor must, pursuant to Code of Virginia § 2.2-4311.2, be and remain authorized to transact business in the Commonwealth of Virginia during the entire term of this Contract. Otherwise, the Contract is voidable at the sole option of and with no expense to the County.

33. RELATION TO COUNTY

The Contractor is an independent contractor, and neither the Contractor nor its employees or subcontractors will be considered employees, servants or agents of the County. The County will not be responsible for any negligence or other wrongdoing by the Contractor or its employees, servants or agents. The County will not withhold payments to the Contractor for any federal or state unemployment taxes, federal or state income taxes or Social Security tax or for any other benefits. The County will not provide to the Contractor any insurance coverage or other benefits, including workers' compensation.

34. ANTITRUST

The Contractor conveys, sells, assigns and transfers to the County all rights, title and interest in and to all causes of action under state or federal antitrust laws that the Contractor may have relating to this Contract.

35. AUDIT

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

36. ASSIGNMENT

The Contractor may not assign, transfer, convey or otherwise dispose of any award or any of its rights, obligations or interests under this Contract without the prior written consent of the County.

37. AMENDMENTS

This Contract may not be modified except by written amendment executed by persons duly authorized to bind the Contractor and the County.

38. ARLINGTON COUNTY PURCHASING RESOLUTION AND COUNTY POLICIES

Nothing in this Contract waives any provision of the Arlington County Purchasing Resolution, which is incorporated herein by reference, or any applicable County policy.

39. DISPUTE RESOLUTION

All disputes arising under this Agreement or concerning its interpretation, whether involving law or fact and including but not limited to claims for additional work, compensation or time, and all claims for alleged breach of contract must be submitted in writing to the Project Officer as soon as the basis for the claim arises. In accordance with the Arlington County Purchasing Resolution, claims denied by the Project Officer may be submitted to the County Manager in writing no later than 60 days after the final payment. The time limit for a final written decision by the County Manager is 30 days. Procedures concerning contractual claims, disputes, administrative appeals and protests are contained in the Arlington County Purchasing Resolution. The Contractor must continue to work as scheduled pending a decision of the Project Officer, County Manager, County Board or a court of law.

40. APPLICABLE LAW, FORUM, VENUE AND JURISDICTION

This Contract is governed in all respects by the laws of the Commonwealth of Virginia; and the jurisdiction, forum and venue for any litigation concerning the Contract or the Work is in the Circuit Court for Arlington County, Virginia, and in no other court.

41. ARBITRATION

No claim arising under or related to this Contract may be subject to arbitration.

42. NONEXCLUSIVITY OF REMEDIES

All remedies available to the County under this Contract are cumulative, and no remedy will be exclusive of any other at law or in equity.

43. NO WAIVER

The failure to exercise a right provided for in this Contract will not be a subsequent waiver of the same right or of any other right.

44. SEVERABILITY

The sections, paragraphs, clauses, sentences, and phrases of this Contract are severable; and if any section, paragraph, clause, sentence or phrase of this Contract is declared invalid by a court of competent jurisdiction, the rest of the Contract will remain in effect.

45. ATTORNEY'S FEES

In the event that the County prevails in any legal action or proceeding brought by the County to enforce any provision of this Contract, the Contractor will pay the County's reasonable attorney's fees and expenses.

46. SURVIVAL OF TERMS

In addition to any statement that a specific term or paragraph survives the expiration or termination of this Contract, the following sections also survive: INDEMNIFICATION; INTELLECTUAL PROPERTY INDEMNIFICATION; RELATION TO COUNTY; OWNERSHIP OF WORK PRODUCT; AUDIT; COPYRIGHT; DISPUTE RESOLUTION; APPLICABLE LAW AND JURISDICTION; ATTORNEY'S FEES, AND CONFIDENTIAL INFORMATION

47. HEADINGS

The section headings in this Contract are inserted only for convenience and do not affect the substance of the Contract or limit the sections' scope.

48. AMBIGUITIES

The parties and their counsel have participated fully in the drafting of this Agreement; and any rule that ambiguities are to be resolved against the drafting party does not apply. The language in this Agreement is to be interpreted as to its plain meaning and not strictly for or against any party.

49. NOTICES

Unless otherwise provided in writing, all legal notices and other communications required by this Contract are deemed to have been given when either (a) delivered in person; (b) delivered by an agent, such as a delivery service; or (c) deposited in the United States mail, postage prepaid, certified or registered and addressed as follows:

TO THE CONTRACTOR:

Rebecca L. Loomans, Assistant Secretary
Badger Meter, Inc.
4545 West Brown Deer Road
P.O. Box 245036
Milwaukee, WI 5223
Phone: (800)-876-3837 ext. 16220
Email: bids@badgermeter.com

TO THE COUNTY:

David Hundelt, Project Officer
Water, Sewer and Streets Bureau 4200
28th St. S.
Arlington County, VA, 22206
Phone: 703-228-6539
Email: dhundelt@arlingtonva.us

AND

Sharon T. Lewis, Purchasing Agent
Arlington County, Virginia
2100 Clarendon Boulevard, Suite 500
Arlington, Virginia 22201
Phone: 703-228-3294
Email: slewis1@arlingtonva.us

TO COUNTY MANAGER'S OFFICE (FOR PROJECT CLAIMS):

Mark Schwartz, County Manager
Arlington County, Virginia
2100 Clarendon Boulevard, Suite 318
Arlington, Virginia 22201

50. ARLINGTON COUNTY BUSINESS LICENSES

The Contractor must comply with the provisions of Chapter 11 ("Licenses") of the Arlington County Code, if applicable. For information on the provisions of that Chapter and its applicability to this Contract, the Contractor must contact the Arlington County Business License Division, Office of the Commissioner of the Revenue, 2100 Clarendon Blvd., Suite 200, Arlington, Virginia, 22201, telephone number (703) 228-3060.

51. NON-DISCRIMINATION NOTICE

Arlington County does not discriminate against faith-based organizations.

52. INSURANCE REQUIREMENTS

Before beginning work under the Contract or any extension, the Contractor must provide to the County Purchasing Agent a Certificate of Insurance indicating that the Contractor has in force at a minimum the coverage below. The Contractor must maintain this coverage until the completion of the Contract or as otherwise stated in the Contract Documents. All required insurance coverage must be acquired from insurers that are authorized to do business in the Commonwealth of Virginia, with a rating of "A-" or better and a financial size of "Class VII" or better in the latest edition of the A.M. Best Co. Guides.

- a. Workers Compensation - Virginia statutory workers compensation (W/C) coverage, including Virginia benefits and employer's liability with limits of \$100,000/100,000/500,000. The County will not accept W/C coverage issued by the Injured Worker's Insurance Fund, Towson, MD.
- b. Commercial General Liability - \$1,000,000 per occurrence, with \$2,000,000 annual aggregate covering all premises and operations and including personal injury, completed operations, contractual liability, independent contractors, and products liability. The general aggregate limit must apply to this Contract. Evidence of contractual liability coverage must be typed on the certificate.
- c. Business Automobile Liability - \$1,000,000 combined single-limit (owned, non-owned and hired).
- d. Additional Insured – The County and its officers, elected and appointed officials, employees and agents must be named as additional insureds on all policies except workers compensation and automotive and professional liability; and the additional insured endorsement must be typed on the certificate.
- e. Cancellation - If there is a material change or reduction in or cancellation of any of the above coverages during the Contract Term, the Contractor must notify the Purchasing Agent immediately and must, with no lapse in coverage, obtain replacement coverage that is consistent

with the terms of this Contract. Not having the required insurance throughout the Contract Term is grounds for termination of the Contract.

- f. Claims-Made Coverage - Any “claims made” policy must remain in force, or the Contractor must obtain an extended reporting endorsement, until the applicable statute of limitations for any claims has expired.
- g. Contract Identification - All insurance certificates must state this Contract's number and title.

The Contractor must disclose to the County the amount of any deductible or self-insurance component of any of the required policies. With the County's approval, the Contractor may satisfy its obligations under this section by self-insurance for all or any part of the insurance required, provided that the Contractor can demonstrate sufficient financial capacity. In order to do so, the Contractor must provide the County with its most recent actuarial report and a copy of its self-insurance resolution.

The County may request additional information to determine if the Contractor has the financial capacity to meet its obligations under a deductible and may require a lower deductible; that funds equal to the deductible be placed in escrow; a certificate of self-insurance; collateral; or another mechanism to guarantee the amount of the deductible and ensure protection for the County.

The County's acceptance or approval of any insurance will not relieve the Contractor from any liability or obligation imposed by the Contract Documents.

The Contractor is responsible for the Work and for all materials, tools, equipment, appliances and property used in connection with the Work. The Contractor assumes all risks for direct and indirect damage or injury to the property used or persons employed in connection with the Work and for of all damage or injury to any person or property, wherever located, resulting from any action, omission, commission or operation under the Contract or in connection in any way whatsoever with the Work. The Contractor's insurance shall be the primary non-contributory insurance for any work performed under this Contract.

The Contractor is as fully responsible to the County for the acts and omissions of its subcontractors and of persons employed by them as it is for acts and omissions of persons whom the Contractor employs directly.

53. COUNTERPARTS

This Agreement may be executed in one or more counterparts and all of such counterparts shall together constitute one and the same instrument. Original signatures transmitted and received via facsimile or other electronic transmission, (e.g., PDF or similar format) are true and valid signatures for all purposes hereunder and shall be effective as delivery of a manually executed original counterpart.

WITNESS these signatures:

THE COUNTY BOARD OF ARLINGTON
COUNTY, VIRGINIA

BADGER METER, INC.

AUTHORIZED SIGNATURE: DocuSigned by:
Meloni Hurley
534895882496484...
NAME: Meloni Hurley
TITLE: Assistant Purchasing Agent
DATE: 10/22/2020

AUTHORIZED SIGNATURE: DocuSigned by:
Christopher D. Washington
90F92CA4AC2E400...
NAME: Christopher D. Washington
TITLE: Assistant Secretary
DATE: 10/22/2020

EXHIBIT A- BID AWARDED PRICING

ALL PRICES SHALL INCLUDE DELIVERY TO ARLINGTON COUNTY AND OFF LOADING

POSITIVE DISPLACEMENT METERS		BRAND NAME: BADGER METER RECORDALL	
Description	Estimated Qty	Unit Price	Extended Price
5/8 inch	1,500	\$62.10	\$93,150.00
3/4 Inch	1,500	\$82.10	\$123,150.00
1 Inch	50	\$149.36	\$7,468.00
1-1/2 Inch	25	\$309.95	\$7,748.75
2 Inch	10	\$438.95	\$4,389.50
Replacement AMR Registers**	100	\$60.00	\$6,000.00
AMI Registers/End Points***	100	\$234.42	\$23,442.00
Total Bid			\$265,348.25

** Attach price list of sizes if Registers are not universal across sizes bid or to include additional Register types

***Optional, Price List attached

ELECTRONIC METERS (SMALL)		BRAND NAME: BADGER METER E-SERIES ULTRASONIC	
Description	Estimated Qty.	Unit Price	Extended Price
5/8 Inch	15	\$104.25	\$1,563.75
3/4 Inch	15	\$124.87	\$1,873.05
1 Inch	5	\$139.30	\$696.50
1 1/2 Inch	10	\$392.86	\$3,928.60
2 Inch	10	\$525.39	\$5,253.90
AMI Registers/End Points	10	\$234.42	\$2,344.20
Total Bid			\$15,660.00

STRAINERS*		BRAND NAME: BADGER METER	
Description	Estimated Qty.	Unit Price	Extended Price
3 Inch Strainer	25	\$399.50	\$9,987.50
4 Inch Strainer	40	\$484.97	\$19,398.80
6 Inch Strainer	25	\$665.33	\$16,633.25
8 Inch Strainer	1	\$1,118.23	\$1,118.23
Total Bid			\$47,137.78

*Required for Electronic (Large) and Single Jet Turbine Bidders. Optional for Others

ORIGINAL

ARLINGTON COUNTY, VIRGINIA

INVITATION TO BID NO. 20-237-ITB

BID FORM

SUBMIT ONE FULLY-COMPLETED AND SIGNED BID FORM. ELECTRONICALLY VIA VENDOR REGISTRY

BIDS WILL BE OPENED AT 3:00 P.M., ON JULY 15, 2020

FOR PROVIDING WATER METERS OF POSITIVE DISPLACEMENT (DISC OR PISTON), SINGLE JET TURBINE, ELECTRONIC - SMALL (ULTRASONIC, ELECTROMAGNETIC, OR FLUIDIC OSCILLATOR) AND ELECTRONIC - LARGE (ULTRASONIC OR ELECTROMAGNETIC) TYPES WITH ABSOLUTE ENCODED REGISTERS LINKED TO AN ITRON QUICK CONNECTOR AS WELL AS APPURTENANCES TO INCLUDE STRAINERS AND ERTS PER THE TERMS, CONDITIONS AND SPECIFICATIONS OF THIS SOLICITATION:

THE FULL LEGAL NAME OF THE ENTITY SUBMITTING THIS BID MUST BE WRITTEN IN THE SPACE BELOW. THIS BID FORM AND ALL OTHER DOCUMENTS THAT REQUIRE A SIGNATURE MUST BE FULLY AND ACCURATELY COMPLETED AND SIGNED BY A PERSON WHO IS AUTHORIZED TO BIND THE BIDDER, OR THE BID MAY BE REJECTED:

SUBMITTED BY:

(legal name of entity)

Badger Meter, Inc.

AUTHORIZED SIGNATURE:

Rebecca L Loomans

PRINT NAME AND TITLE:

Rebecca L. Loomans, Assistant Secretary

ADDRESS:

4545 West Brown Deer Road

CITY/STATE/ZIP:

Milwaukee, WI 53223

TELEPHONE NO.:

800-876-3837 x16220

E-MAIL

ADDRESS:

bids@badgermeter.com

THIS ENTITY IS INCORPORATED

IN:

Wisconsin

THIS ENTITY IS A:

(check the applicable option)

CORPORATION

LIMITED PARTNERSHIP

GENERAL PARTNERSHIP

UNINCORPORATED ASSOCIATION

LIMITED LIABILITY COMPANY

SOLE PROPRIETORSHIP

IS BIDDER AUTHORIZED TO TRANSACT BUSINESS IN THE COMMONWEALTH OF VIRGINIA?

YES NO

ORIGINAL

IDENTIFICATION NO. ISSUED TO THE ENTITY BY THE

SCC:

F0340556

Any Bidder exempt from Virginia State Corporation Commission (SCC) authorization requirement must include a statement with its bid explaining why it is not required to be so authorized.

VIRGINIA CONTRACTOR'S LICENSE NUMBER:

2705115875

ENTITY'S DUN & BRADSTREET D-U-N-S NUMBER: (if available)

00-606-9710

IS YOUR FIRM OR ANY OF ITS PRINCIPALS CURRENTLY DEBARRED FROM SUBMITTING BIDS TO ARLINGTON COUNTY, VIRGINIA, OR ANY OTHER STATE OR POLITICAL SUBDIVISION?

YES NO

BIDDER STATUS: MINORITY OWNED: WOMAN OWNED: NEITHER:

THE UNDERSIGNED UNDERSTANDS AND ACKNOWLEDGES THE FOLLOWING:

THE OFFICIAL COPY OF THE SOLICITATION DOCUMENTS, WHICH INCLUDES ANY ADDENDA, IS THE ELECTRONIC COPY THAT IS AVAILABLE FROM THE COMMONWEALTH OF VIRGINIA'S eVA WEBSITE AT: [HTTP://WWW.EVA.VIRGINIA.GOV](http://www.eva.virginia.gov).

POTENTIAL BIDDERS ARE RESPONSIBLE FOR DETERMINING THE ACCURACY AND COMPLETENESS OF ALL SOLICITATION DOCUMENTS THEY RECEIVE FROM ANY SOURCE, INCLUDING THE COUNTY.

COMPLETE THE PRICING PRICING SHEET PROVIDED WITH THE BID DOCUMENTS AS ATTACHEMENT A TO ITB NO.20-237-ITB AND SUBMIT IT WITH YOUR BID.

FAILURE TO SUBMIT THE PRICING SHEET WITH THE BID WILL DEEM THE BIDDER NONRESPONSIVE.

The undersigned acknowledges receipt of the following Addenda:

ADDENDUM NO. 1	DATE: <u>July 1, 2020</u>	INITIAL: <u>RL</u>
ADDENDUM NO. 2	DATE: _____	INITIAL: _____
ADDENDUM NO. 3	DATE: _____	INITIAL: _____

TRADE SECRETS OR PROPRIETARY INFORMATION:

Trade secrets or proprietary information submitted by a Bidder in connection with a procurement transaction will not be subject to public disclosure under the Virginia Freedom of Information Act. Pursuant to Section 4-111 of the Arlington County Purchasing Resolution, however, a Bidder seeking to protect submitted data or materials from disclosure must, before or upon submission of the data or materials, identify the data or materials to be protected and state the reasons why protection is necessary.

Please mark one:

ORIGINAL

No, the bid that I have submitted does not contain any trade secrets and/or proprietary information.

Yes, the bid that I have submitted does contain trade secrets and/or proprietary information.

If Yes, you must clearly identify below the exact data or materials to be protected and list all applicable page numbers of the bid that contain such data or materials:

BIDDER NAME: _____

State the specific reason(s) why protection is necessary:

If you fail above to identify the data or materials to be protected or to state the reason(s) why protection is necessary, you will not have invoked the protection of Section 4-111 of the Purchasing Resolution. Accordingly, upon the award of a contract, the bid will be open for public inspection consistent with applicable law.

CERTIFICATION OF NON-COLLUSION: The undersigned certifies that this bid is not the result of or affected by (1) any act of collusion with another person engaged in the same line of business or commerce (as defined in Virginia Code §§ 59.1-68.6 *et seq.*) or (2) any act of fraud punishable under the Virginia Governmental Frauds Act (Virginia Code §§ 18.2-498.1 *et seq.*).

CONTACT PERSON AND MAILING ADDRESS FOR DELIVERY OF NOTICES

Provide the name and address of the person who is designated to receive notices and other communications regarding this solicitation. Refer to the "Notices" section in the draft Contract Terms and Conditions for information regarding delivery of notices.

NAME: Korrine L. Fleming, Assistant Secretary
Badger Meter, Inc.
ADDRESS: 4545 West Brown Deer Road

ORIGINAL

FOR PROVISION OF WATER METERS OF POSITIVE DISPLACEMENT (DISC OR PISTON), SINGLE JET TURBINE, ELECTRONIC (ULTRASONIC, ELECTROMAGNETIC, OR FLUIDIC OSCILLATOR) TYPES WITH ABSOLUTE ENCODED REGISTERS LINKED TO AN ITRON QUICK CONNECTOR AS WELL AS APPURTENANCES TO INCLUDE STRAINERS AND ERTS PER THE TERMS, CONDITIONS AND SPECIFICATIONS OF THIS SOLICITATION:

ALL PRICES SHALL INCLUDE DELIVERY TO ARLINGTON COUNTY AND OFF LOADING

POSITIVE DISPLACEMENT METERS: BRAND NAME: Badger Meter Recordall

#	SIZE	EST. QTY	UNIT PRICE	EXTENDED PRICE
1	5/8 INCH Recordall Model 25 engineered polymer with HR-E and Itron in-line connector	1,500	\$ 62.10	\$ 93,150.00
2	3/4 INCH Recordall Model 25, 3/4" x 9" engineered polymer with HR-E and Itron in-line connector	1,500	\$ 82.10	\$ 123,150.00
3	1 INCH Recordall Model 55, lead-free bronze with HR-E and Itron in-line connector	50	\$ 149.36	\$ 7,468.00
4	1-1/2 INCH Recordall Model 120, lead free bronze with HR-E and Itron in-line connector	25	\$ 309.95	\$ 7,748.75
5	2 INCH Recordall Model 170, lead-free bronze with HR-E and Itron in-line connector	10	\$ 438.95	\$ 4,389.50
6	REPLACEMENT AMR REGISTERS ** HR-E encoder with in-line connector	100	\$ 60.00	\$ 6,000.00
7	AMI REGISTERS/ENDPOINTS *** ORION LTE-M Cellular endpoints with 10 full years of service units	100	\$ 234.42	\$ 23,442.00

**ATTACH PRICE LIST OF SIZES IF REGISTERS ARE NOT UNIVERSAL ACROSS SIZES BID, OR TO INCLUDE ADDITIONAL REGISTER TYPES.

***OPTIONAL, ATTACH PRICE LIST IF NEEDED - [please see attached page](#)

POSITIVE DISPLACEMENT METERS TOTAL: \$ 265,348.25

Due to continuous improvements and redesign of our products and technology solutions, we reserve the right to provide our newest product solutions as an alternate to the proposed products provided they are in conformance with the requirements of the specifications and do not exceed the prices quoted.

ORIGINAL

#	SIZE	EST. QTY	UNIT PRICE	EXTENDED PRICE
8	5/8 INCH	50	\$ no bid	\$ no bid
9	3/4 INCH	50	\$ no bid	\$ no bid
10	1 INCH	5	\$ no bid	\$ no bid
11	1 1/2 INCH	200	\$ no bid	\$ no bid
12	2 INCH	100	\$ no bid	\$ no bid
13	3 INCH	100	\$ no bid	\$ no bid
14	4 INCH	100	\$ no bid	\$ no bid
15	6 INCH	100	\$ no bid	\$ no bid
16	REPLACEMENT AMR REGISTERS **	100	\$ no bid	\$ no bid
17	AMI REGISTERS/ENDPOINTS ***	100	\$ no bid	\$ no bid

SINGLE JET TURBINE METERS: BRAND NAME: _____

**ATTACH PRICE LIST OF SIZES IF REGISTERS ARE NOT UNIVERSAL ACROSS SIZES BID, OR TO INCLUDE ADDITIONAL REGISTER TYPES.

*** OPTIONAL, ATTACH PRICE LIST IF NEEDED

SINGLE JET TURBINE METERS TOTAL: \$ no bid

ELECTRONIC METERS (SMALL): BRAND NAME: Badger Meter E-Series Ultrasonic

#	SIZE	EST. QTY	UNIT PRICE	EXTENDED PRICE
18	5/8 INCH	15	\$ 104.25	\$ 1,563.75
19	3/4 INCH	15	\$ 124.87	\$ 1,873.05
20	1 INCH	5	\$ 139.30	\$ 696.50
21	1-1/2 INCH	10	\$ 392.86	\$ 3,928.60
22	2 INCH	10	\$ 525.39	\$ 5,253.90
23	AMI REGISTERS/ENDPOINTS *** ORION LTE-M Cellular endpoints with 10 full years of service units	10	\$ 234.42	\$ 2,344.20

***OPTIONAL, ATTACH PRICE LIST IF NEEDED [please see attached page](#)

Due to continuous improvements and redesign of our products and technology solutions, we reserve the right to provide our newest product solutions as an alternate to the proposed products provided they are in conformance with the requirements of the specifications and do not exceed the prices quoted.

ORIGINAL**ELECTRONIC METERS (SMALL) TOTAL: \$** 15,660.00**ELECTRONIC METERS (LARGE)** _____ **BRAND NAME:** _____

#	SIZE	EST. QTY	UNIT PRICE	EXTENDED PRICE
24	3 INCH	10	\$ no bid	\$ no bid
25	4 INCH	15	\$ no bid	\$ no bid
26	6 INCH	15	\$ no bid	\$ no bid
27	8 INCH	1	\$ no bid	\$ no bid
28	AMI REGISTERS/ENDPOINTS ***	10	\$ no bid	\$ no bid

***OPTIONAL, ATTACH PRICE LIST IF NEEDED

ELECTRONIC METERS (LARGE) TOTAL: \$ no bid**STRAINERS*:** _____ **BRAND NAME:** Badger Meter

#	SIZE	EST. QTY	UNIT PRICE	EXTENDED PRICE
29	3 INCH STRAINER	25	\$ 399.50	\$ 9,987.50
30	4 INCH STRAINER	40	\$ 484.97	\$ 19,398.80
31	6 INCH STRAINER	25	\$ 665.33	\$ 16,633.25
32	8 INCH STRAINER	1	\$ 1,118.23	\$ 1,118.23

*REQUIRED FOR ELECTRONIC (LARGE) AND SINGLE JET TURBINE
BIDDERS. OPTIONAL FOR OTHERS**STRAINERS TOTAL: \$** 47,137.78**ITRON ERTS:** _____ **VENDOR NAME:** _____

#	ITEM	EST. QTY	UNIT PRICE	EXTENDED PRICE
33	100-W+ ERT (2-PORT)	2500	\$ no bid	\$ no bid
34	100-W+ ERT (3-PORT)	250	\$ no bid	\$ no bid
35	OPENWAY RIVA ERT	25	\$ no bid	\$ no bid

Due to continuous improvements and redesign of our products and technology solutions, we reserve the right to provide our newest product solutions as an alternate to the proposed products provided they are in conformance with the requirements of the specifications and do not exceed the prices quoted.

ORIGINAL

ERTS TOTAL: \$ no bid

BID TOTAL (SUM OF ALL TOTALS): \$ 328,146.03*
*(does not include the optional items shown on previous page)

The undersigned understands and acknowledges the following:

The official, true, and complete copy of the solicitation documents, WHICH SHALL INCLUDE ALL AMENDMENTS THERETO, is the electronic copy of the solicitation documents provided at the County Purchasing Agent's website (<http://www.arlingtonva.us/purchasing>).

BIDDER NAME: Rebecca L. Loomans
Rebecca L. Loomans, Assistant
Secretary Badger Meter, Inc.

BID FORM, PAGE 3 OF 8

Due to continuous improvements and redesign of our products and technology solutions, we reserve the right to provide our newest product solutions as an alternate to the proposed products provided they are in conformance with the requirements of the specifications and do not exceed the prices quoted.

II. SCOPE OF SERVICES

1. General Requirements

- a. Arlington County will receive bids for the provision of Positive Displacement (Disc or Piston), Single Jet Turbine, Electronic – Small (Ultrasonic, Electromagnetic, or Fluidic Oscillator), and Electronic – Large (Ultrasonic or Electromagnetic) Water Meters with absolute encoded registers linked to an Itron quick connector as well as appurtenances to include strainers and ERTs.
- b. Registration of the flow in Mechanical Style Meters (Positive Displacement and Single Jet Turbine) shall be accomplished by Magnetic Drive between the Measuring Element and the Register.
- c. All Registers shall read in U.S. Gallons. Encoded output shall be Sensus Protocol, 8 digits. All Registers, regardless of Meter type or size, shall totalize reverse flow.
- d. Mechanical Registers for use in Automated Meter Reading shall be Absolute Encoder type meaning the actual position of the number wheels is interrogated. Pseudo-Encoders that count pulses in any manner, then encode the read at the Register Head will not be considered. Digital Encoded Registers for Electronic Meter types or Mechanical Meter types will be allowed. **All Batteries used in Digital Registers and/or Electronic Meters shall have a minimum full replacement warranty period of 10 years.**
- e. Each Meter shall be tested for accuracy before delivery. Flow rates used for testing shall conform to AWWA M-6 Manual. For each shipment of Meters, the Offeror shall send via email a Database in XLS or CSV format containing, at a minimum, the following information: make, model, size, Meter ID#, flow test results.
- f. For each shipment of **ERTs**, the Offeror shall send via email a Database in XLS or CSV format containing, at a minimum, the **ERT** model and serial numbers.
- g. All Bidders shall submit current catalog information for all Brands and all sizes with their Bid.

2. Reference Requirements:

- a. Each Offeror shall supply five references of Customer Utilities within the United States with at least 100 Meters of the type and sizes Bid installed for over 5 years for verification of Meter accuracy and longevity.

3. Positive Displacement Meters:

- a. Positive Displacement Meters shall conform to the most recent version of AWWA C-700 as well as this specification where this is more restrictive.
- b. Positive Displacement Meters shall have either a Disc or Piston Style Measuring Element.
- c. Positive displacement Meters can be either no lead Bronze or Composite Body.
- d. METER SIZES 5/8", 3/4" & 1" SHALL HAVE SCREW TYPE ENDS.
- e. METER SIZES 1-1/2" AND 2" SHALL HAVE 2-BOLT ELLIPTICAL FLANGES AND A 1" TEST PLUG ON THE OUTLET SIDE.

SIZE	LAY LENGTH	ENDS	TEST PORT (MINIMUM)
5/8"	7.5"	SCREW	N/A
3/4"	9"	SCREW	N/A
1"	10.75"	SCREW	N/A
1-1/2"	13"	2-BOLT ELLIPICAL	1"
2"	17"	2-BOLT ELLIPICAL	1"

- f. ACCEPTABLE MANUFACTURERS (POSITIVE DISPLACEMENT METERS) INCLUDE: BADGER, HERSEY, NEPTUNE AND MASTER.

POSTIVE DISPLACEMENT METERS SHALL BE BID WITH FACTORY POTTED ABSOLUTE ENCODED REGISTERS EQUIPPED WITH ITRON QUICK CONNECTORS AND 5 FEET OF WIRE.

4. **SINGE JET TURBINE METERS**

- a. METER SHALL BE OF SINGLE-JET DESIGN AND CONSTRUCTION.
- b. METERS SHALL COMPLY WITH AWWA C712 FOR COLD WATER METERS – SINGLE-JET TYPE.
- c. PHYSICAL SPECIFICATION:

METERS OF 5/8", 3/4" AND 1" SIZES MAY BE EITHER COMPOSITE OR NO LEADBRONZE BODY. METERS 1.5", 2", 3", 4" AND 6" SHALL BE NO LEAD BRONZE BODY.

METERS IN 1.5" AND 2" SIZES SHALL INCLUDE A 1" (MINIMUM) TEST PORT. TEST PORTS MAY BE LOCATED ON THE METER BODY OR ON A SEPARATE SPOOL PIECE. IF A SPOOL PIECE IS USED, THE TOTAL LAY LENGTH OF THE METER AND SPOOL ASSEMBLY SHALL BE AS LISTED BELOW, AND THE COST OF THE SPOOL PIECE SHALL BE INCLUDED IN THE METER PRICE.

SIZE	LAY LENGTH	ENDS	TEST PORT (MINIMUM)
5/8"	7.5"	SCREW	N/A
3/4"	9"	SCREW	N/A
1"	10.75"	SCREW	N/A
1-1/2"	13"	2-BOLT ELLIP.	1"
2"	17"	2-BOLT ELLIP.	1"
3"	12"	4-BOLT ROUND	N/A
4"	14"	8-BOLT ROUND	N/A

6"	18"	8-BOLT ROUND	N/A

- d. ACCEPTABLE MANUFACTURER FOR SINGLE JET TURBINE IS METRON-FARNIER.
- e. SINGLE JET TURBINE METERS SHALL COME WITH ABSOLUTE ENCODED REGISTERS EQUIPPED WITH A FACTORY POTTED ITRON STYLE QUICK CONNECTOR AND 5 FEET OF WIRE FOR 5/8" THROUGH 2" SIZES, AND 10 FEET OF WIRE FOR 3" THROUGH 6" SIZES.

5. ELECTRONIC METERS - SMALL (ULTRASONIC, ELECTROMAGNETIC, OR FLUIDIC OSCILLATOR)

- a. METER SHALL BE OF ULTRASONIC, ELECTROMAGNETIC, OR FLUIDIC OSCILLATOR DESIGN AND CONSTRUCTION. NO LEAD BRONZE BODY, DUCTILE IRON BODY WITH EPOXY COATING, STAINLESS STEEL BODY, OR COMPOSITE BODY CONSTRUCTION ARE ACCEPTABLE. METERS SHALL COMPLY WITH APPLICABLE AWWA AND ASTM STANDARDS.
- b. PHYSICAL SPECIFICATION:

METERS IN 1.5" AND 2" SIZES SHALL INCLUDE A 1" (MINIMUM) TEST PORT. TEST PORTS MAY BE LOCATED ON THE METER BODY OR ON A SEPARATE SPOOL PIECE. IF A SPOOL PIECE IS USED, THE TOTAL LAY LENGTH OF THE METER AND SPOOL ASSEMBLY SHALL BE AS LISTED BELOW, AND THE COST OF THE SPOOL PIECE SHALL BE INCLUDED IN THE METER PRICE. IF THE MANUFACTURER HAS NO APPROPRIATE METER LAY LENGTH AVAILABLE TO ACCOMODATE A SPOOL, THEN METERS MAY BE BID WITHOUT TEST PORTS AND WILL BE CONSIDERED ON A CASE BY CASE BASIS.

SIZE	LAY LENGTH	ENDS	TEST PORT (MINIMUM)
5/8"	7.5"	SCREW	N/A
3/4"	9"	SCREW	N/A
1"	10.75"	SCREW	N/A
1-1/2"	13"	2-BOLT ELLIP.	1"
2"	17"	2-BOLT ELLIP.	1"

- c. ACCEPTABLE MANUFACTURER FOR ULTRASONIC METERS INCLUDE: MASTER, BADGER, KAMSTRUP.
- d. ACCEPTABLE MANUFACTURER FOR ELECTROMAGNETIC METERS IS HONEYWELL.
- e. ACCEPTABLE MANUFACTURER FOR FLUIDIC OSCILLATOR METERS IS HONEYWELL.
- f. ELECTRONIC METERS SHALL COME WITH ABSOLUTE ENCODED REGISTERS
- g. EQUIPPED WITH A FACTORY POTTED ITRON STYLE QUICK CONNECTOR AND 5 FEET OR WIRE

6. ELECTRONIC METERS - LARGE (ULTRASONIC OR ELECTROMAGNETIC)

- a. METER SHALL BE OF ULTRASONIC OR ELECTROMAGNETIC DESIGN AND CONSTRUCTION. DUCTILE IRON WITH EPOXY COATING OR STAINLESS-STEEL CONSTRUCTION ARE ACCEPTABLE. METERS SHALL COMPLY WITH APPLICABLE AWWA AND ASTM STANDARDS.

- b. PHYSICAL SPECIFICATION:

SIZE	LAY LENGTH	ENDS	TEST PORT MINIMUM
3"	12"	4-BOLT ROUND	N/A
4"	14"	8-BOLT ROUND	N/A
6"	18"	8-BOLT ROUND	N/A
8"	N/A	8-BOLT ROUND	N/A

- c. ACCEPTABLE MANUFACTURER FOR ULTRASONIC METERS IS MASTER.
- d. ACCEPTABLE MANUFACTURER FOR ELECTROMAGNETIC METERS IS HONEYWELL.
- e. ELECTRONIC METERS SHALL COME WITH ABSOLUTE ENCODED REGISTERS EQUIPPED WITH A FACTORY POTTED ITRON STYLE QUICK CONNECTOR AND 10 FEET OF WIRE.

7. STRAINERS 3-INCH THROUGH 8-INCH

- a. STRAINERS SHALL BE NO-LEAD BRONZE BODY AND COVER, STAINLESS STEEL COVER BOLTS AND STRAINER ELEMENT.
- b. THE EFFECTIVE STRAINING AREA SHALL BE AT LEAST DOUBLE THAT OF THE METER MAIN CASE INLET AREA.
- c. STRAINERS SHALL HAVE ANSI CLASS 150 ROUND FLANGED CONNECTIONS.

8. AMR REGISTERS

REGISTERS KNOWN TO BE ACCEPTABLE INCLUDE THE FOLLOWING:

- BADGER: HR-E
- HERSEY: ME-8
- METRON: INNOV8
- NEPTUNE: PROCODER
- MASTER: ACCULINX

OTHERS THAT ARE ABSOLUTE ENCODER STYLE, RELYING IN NO WAY ON A PULSE OUTPUT FOR COUNTING AND SUBSEQUENT REPORTING TO ERT WILL BE CONSIDERED. REGISTERS INTEGRAL TO THE METER THEMSELVES, INCLUDING, BUT NOT LIMITED TO ELECTRONIC METERS, WILL BE ALLOWED AS PART OF ALLOWING THOSE TECHNOLOGIES.

ALL REGISTERS SHALL BE FACTORY POTTED AND APPROVED FOR USE IN PROLONGED SUBMERGED CONDITIONS AND COME WITH FACTORY POTTED ITRON QUICK CONNECTORS FOR USE WITH ITRON ERTS.

9. CELLULAR AMI REGISTERS/ENDPOINTS (OPTIONAL)

METER MANUFACTURERS WHO OFFER A CELLULAR-BASED AMI SYSTEM MAY OPTIONALLY BID THE ASSOCIATED REGISTERS AND/OR ENDPOINTS AS OPTIONS WITHIN A METER CATEGORY. PRICING SHALL BE FULLY LOADED UP FRONT, TO INCLUDE ALL REQUIRED SERVICE FEES, CELLULAR DATA, AND ANY OTHER RELATED CHARGES FOR A MINIMUM PERIOD OF 10 YEARS. BIDDERS ARE ENCOURAGED TO ATTACH PRICING FOR MULTIPLE DIFFERENT QUANTITIES OF CELLULAR AMI DEVICES AS APPROPRIATE.

CELLULAR AMI SYSTEMS MUST BE CAPABLE OF DUAL OUTPUT WITH STANDARD ITRON QUICK-CONNECTS AS DESCRIBED ABOVE, TO FACILITATE PILOTING OF THE AMI SYSTEM WITHOUT DISRUPTING THE COUNTY'S CURRENT ITRON DRIVE-BY AMR CAPABILITY.

FIXED-NETWORK AMI SOLUTIONS SHALL NOT BE CONSIDERED.

10. ERTS:

ERTS SHALL BE ITRON 100-W+ AND OPENWAY RIVA SERIES MODULES COMPATIBLE WITH ITRON AMR READING DEVICES AND ITRON CHOICE CONNECT AMI NETWORK.

11. METHOD OF AWARD

- AWARD WILL BE MADE SEPARATELY FOR POSITIVE DISPLACEMENT METERS (ITEMS 1-7), SINGLE JET TURBINE METERS (ITEMS 8-17), ELECTRONIC METERS - SMALL (ITEMS 18-23), ELECTRONIC
- METERS - LARGE (ITEMS 24-28), STRAINERS (ITEMS 29-32), AND ERTS (ITEMS 33-35).
- EACH CATEGORY WILL BE AWARDED TO THE LOWEST RESPONSIVE AND RESPONSIBLE BIDDER OF THE TOTAL OF ALL ITEMS IN THAT CATEGORY ON THE BID FORM.
- BIDDERS MAY BID ON ANY COMBINATION OF THE SIX TOTAL CATEGORIES. BUT SHOULD BID ON ALL ITEMS IN A GIVEN CATEGORY.
- AS INCOMPLETE BIDS WITHIN A CATEGORY WILL POTENTIALLY BE A CAUSE FOR DISQUALIFICATION IN THAT CATEGORY.

FOLLOWING THIS PAGE IS THE AGREEMENT THAT WILL BE ENTERED INTO BETWEEN THE COUNTY AND THE CONTRACTOR. THE AGREEMENT IS PART OF THIS SOLICITATION. THIS AGREEMENT IS SUBJECT TO REVIEW BY THE COUNTY ATTORNEY PRIOR TO BEING SUBMITTED FOR CONTRACTOR'S SIGNATURE.