

CONTRACT DOCUMENTS

**CITY OF LINCOLN
NEBRASKA**

**ANNUAL SUPPLY
FOR
Cold Water Meters,
5/8" to 2" with Automated Meter Reading ERT Modules
Bid No. 10-128**

**Badger Meter, Inc.
P.O. Box 88223
Milwaukee, WI 53288-0223
800-876-3837**

**CITY OF LINCOLN
CONTRACT AGREEMENT**

THIS CONTRACT, made and entered into this _____ day of _____ 2010, by and between Badger Meter, Inc., P.O. Box 88223, Milwaukee, WI 53288-0223, hereinafter called "Contractor", and the City of Lincoln, Nebraska, a municipal corporation, hereinafter called "City".

WHEREAS, the City has caused to be prepared, in accordance with law, Specifications, Plans, and other Contract Documents for the Work herein described, and has approved and adopted said documents and has caused to be published an advertisement for and in connection with said Work, to-wit:

For providing Annual Supply for Cold Water Meters, 5/8" to 2" with Automated Meter Reading ERT Modules, Bid No. 10-128 and,

WHEREAS, the Contractor, in response to such advertisement, has submitted to the City, in the manner and at the time specified, a sealed Proposal/Supplier Response in accordance with the terms of said advertisement; and,

WHEREAS, the City, in the manner prescribed by law has publicly opened, read aloud, examined, and canvassed the Proposals/Supplier Responses submitted in response to such advertisement, and as a result of such canvass has determined and declared the Contractor to be the lowest responsible bidder for the said Work for the sum or sums named in the Contractor's Proposal/Supplier Responses, a copy thereof being attached to and made a part of this Contract;

NOW, THEREFORE, in consideration of the sums to be paid to the Contractor and the mutual covenants herein contained, the Contractor and the City has agreed and hereby agree as follows:

1. The Contractor agrees to (a) furnish all tools, equipment, supplies, superintendence, transportation, and other accessories, services, and facilities; (b) furnish all materials, supplies, and equipment specified to be incorporated into and form a permanent part of the complete work; (c) provide and perform all necessary labor in a substantial and workmanlike manner and in accordance with the provisions of the Contract Documents; and (d) execute and complete all Work included in and covered by the City's award of this Contract to the Contractor, such award being based on the acceptance by the City of the Contractor's Proposal, or part thereof, as follows:

Agreement to full proposal.

2. The City agrees to pay to the Contractor for the performance of the Work embraced in this Contract, the Contractor agrees to accept as full compensation therefore, the following sums and prices for all Work covered by and included in the Contract award and designated above, payment thereof to be made in the manner provided by the City:

City will pay for products/service, according to the Line Item pricing as listed in Contractor's Proposal/Supplier Response, a copy thereof being attached to and made a part of this Contract. The City shall order on an as needed basis for the duration of the contract.

3. Equal Employment Opportunity. In connection with the carrying out of this project, the contractor shall not discriminate against any employee or applicant for employment because of race, color, religion, sex, national origin, ancestry, disability, age or marital status. The Contractor will take affirmative action to ensure that applicants are employed, and that employees are treated during employment, without regard to their race, color, religion, sex, national origin, ancestry, disability, age or marital status. Such action shall include, but not be limited to, the following: employment, upgrading, demotion or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other compensation; and selection for training, including apprenticeship.

4. E-Verify. In accordance with Neb. Rev. Stat. 4-108 through 4-114, the contractor agrees to register with and use a federal immigration verification system, to determine the work eligibility status of new employees performing services within the state of Nebraska. A federal immigration verification system means the electronic verification of the work authorization program of the Illegal Immigration Reform and Immigrant Responsibility Act of 1996, 8 U.S.C. 1324 a, otherwise known as the E-Verify Program, or an equivalent federal program designated by the United States Department of Homeland Security or other federal agency authorized to verify the work eligibility status of a newly hired employee pursuant to the Immigration Reform and Control Act of 1986. The Contractor shall not discriminate against any employee or applicant for employment to be employed in the performance of this section pursuant to the requirements of state law and 8 U.S.C.A 1324b. The contractor shall require any subcontractor to comply with the provisions of this section.
5. Termination. This Contract may be terminated by the following:
 - 5.1) Termination for Convenience. Either party may terminate this Contract upon thirty (30) days written notice to the other party for any reason without penalty.
 - 5.2) Termination for Cause. The City may terminate the Contract for cause if the Contractor:
 - 5.2.1) Refuses or fails to supply the proper labor, materials and equipment necessary to provide services and/or commodities.
 - 5.2.2) Disregards Federal, State or local laws, ordinances, regulations, resolutions or orders.
 - 5.2.3) Otherwise commits a substantial breach or default of any provision of the Contract Document. In the event of a substantial breach or default the City will provide the Contractor written notice of said breach or default and allow the Contractor ten (10) days from the date of the written notice to cure such breach or default. If said breach or default is not cured within ten (10) days from the date of notice, then the contract shall terminate.
6. Independent Contractor. It is the express intent of the parties that this contract shall not create an employer-employee relationship. Employees of the Contractor shall not be deemed to be employees of the City and employees of the City shall not be deemed to be employees of the Contractor. The Contractor and the City shall be responsible to their respective employees for all salary and benefits. Neither the Contractor's employees nor the City's employees shall be entitled to any salary, wages, or benefits from the other party, including but not limited to overtime, vacation, retirement benefits, workers' compensation, sick leave or injury leave. Contractor shall also be responsible for maintaining workers' compensation insurance, unemployment insurance for its employees, and for payment of all federal, state, local and any other payroll taxes with respect to its employees' compensation.
7. Contract Term. The term of agreement shall be two (2) years being **August 1, 2010 thru July 31, 2012** with the option to renew for one (1) additional two (2) year term.
8. The Contract Documents comprise the Contract, and consist of the following:
 1. Instructions to Bidders
 2. Accepted Proposal/Response
 4. Contract Agreement
 5. Specifications

These Contract Agreements, together with the other Contract Documents herein above mentioned, form this Contract, and they are as fully a part of the Contract as if hereto attached or herein repeated.

The Contractor and the City hereby agree that all the terms and conditions of this Contract shall be binding upon themselves, and their heirs, administrators, executors, legal and personal representatives, successors, and assigns.

IN WITNESS WHEREOF, the Contractor and the City do hereby execute this contract.

EXECUTION BY THE CITY OF LINCOLN, NEBRASKA

ATTEST:

CITY OF LINCOLN, NEBRASKA

City Clerk

Mayor

Approved by Resolution No. _____

dated _____

EXECUTION BY CONTRACTOR

IF A CORPORATION:

ATTEST:

ASST. Secretary
[Signature]

Secretary



BADGER METER, INC.
Name of Corporation
4545 W. BROWN DEER RD.
MILWAUKEE, WI 53223

(Address)

By: *[Signature]*
Duly Authorized Official PAMELA G. STOKKE-CECI

ASSISTANT SECRETARY
Legal Title of Official

IF OTHER TYPE OF ORGANIZATION:

Name of Organization

Type of Organization

(Address)

By: _____
Member

By: _____
Member

IF AN INDIVIDUAL:

Name

Address

Signature

City of Lincoln/Lancaster County (Lincoln Purchasing) Supplier Response

Bid Information		Contact Information		Ship to Information	
Bid Creator	Robert Walla Asst. Purchasing Agent	Address	Purchasing 440 S. 8th St. Lincoln, NE 68516	Address	Water System 2021 N. 27th st. Lincoln, NE 68503
Email	rwalla@lincoln.ne.gov	Contact	Robert Walla Asst. Purchasing Agent	Contact	
Phone	1 (402) 441-8309			Department	Building
Fax	1 (402) 441-6513				
Bid Number	10-128	Department			
Title	Cold Water Meters	Building	Suite 200	Floor/Room	Telephone
Bid Type	Bid	Floor/Room		Fax	Email
Issue Date	06/23/2010	Telephone	1 (402) 441-8309		
Close Date	7/9/2010 12:00:00 PM CST	Fax	1 (402) 441-6513		
Need by Date		Email	rwalla@lincoln.ne.gov		

Supplier Information

Company BADGER METER, INC.
 Address Box 88223
 Milwaukee, WI 53288-0223

Contact
 Department
 Building
 Floor/Room
 Telephone 1 (800) 876-3837 15728
 Fax 1 (414) 371-5952
 Email
 Submitted 7/9/2010 8:27:37 AM CST
 Total \$995,385.00

Signature _____

Supplier Notes _____

Bid Notes _____

Bid Messages _____

Please review the following and respond where necessary

#	Name	Note	Response
1	Sample Contract	I acknowledge reading and understanding the sample contract.	Yes

2	Specifications	I acknowledge reading and understanding the specifications.	Yes
3	Electronic Signature	Please check here for your electronic signature.	Yes
4	Instructions to Bidders	I acknowledge reading and understanding the Instructions to Bidders.	Yes
5	Renewal is an Option	Contract Extension Renewal is an option.	Yes
6	Contact	Name of person submitting this bid:	Pamela G. Stokke-Ceci, Asst. Secretary
7	Trade In Allowance	I have included a copy of Trade-In Allowance Pricing as requested in Section 4 of the Specifications on company letterhead in the Response Attachments section of my ebid response.	Yes. See Trade-In Allowance document for pricing.

Line Items

#	Qty	UOM	Description	Response
1	1,000	EA	5/8" x 7-1/2" meter w/Intergral Itron Model 50W ERT	\$92.55
			Manufacturer: Badger RCDL LP Bronze w/RTR & Itron Integral ERT	
			Item Notes:	
			Supplier Notes: RCDL MLP, low lead housing and bottom, RTR, 60WP Integral Endpoint	
2	3,100	EA	3/4" x 7-1/2" meter w/Intergral Itron Model 50W ERT	\$106.00
			Manufacturer: Badger RCDL 35 Bronze w/RTR & Itron Integral ERT	
			Item Notes:	
			Supplier Notes: RCDL M35, bronze housing and bottom, RTR, 60WP Ir.tegral	
3	3,750	EA	3/4" x 9" meter w/Intergral Itron Model 50W ERT	\$107.30
			Manufacturer: Badger RCDL 35 Bronze w/RTR & Itron Integral ERT	
			Item Notes:	
			Supplier Notes: RCDL M35, bronze housing and bottom, RTR, 60WP Integral	
4	1,100	EA	1" meter w/Intergral Itron Model 50W ERT	\$137.15
			Manufacturer: Badger RCDL 55 Bronze w/RTR & Itron Integral ERT	
			Item Notes:	
			Supplier Notes: RCDL M55, bronze housing and bottom, RTR, 60WP Integral	
5	20	EA	1-1/2" meter w/Intergral Itron Model 50W ERT	\$278.75
			Manufacturer: Badger RCDL 120 Bronze, Ellip., w/RTR & Itron Integral ERT	
			Item Notes:	
			Supplier Notes: RCDL M120 ELL, bronze housing, RTR, 60WP Integral	
6	20	EA	2" meter w/Intergral Itron Model 50W ERT	\$400.35
			Manufacturer: Badger RCDL 170 Bronze, Ellip., w/RTR & Itron Integral ERT	
			Item Notes:	
			Supplier Notes: RCDL M170 ELL, bronze housing, RTR, 60WP Integral	

BadgerMeter, Inc.

4545 W. Brown Deer Road
Milwaukee, Wisconsin 53223
P.O. Box 245036
Milwaukee, WI 53224-9536 (414) 355-0400



July 8, 2010

via upload to City's E-Bid site

City of Lincoln
Office of Purchasing Agent
440 South 8th Street
Lincoln, NE 68516

Subject: Sealed Bid for Cold Water Meters – Bid No. 10-128
Due: July 9, 2010 – 12:00 Noon

Dear Sir or Madam:

This letter is attached to and becomes a part of our bid to furnish cold water meters.

Badger Meter accepts returns of waterworks bronze, EnviroBrass II bronze or BiAlloy meters that have exceeded their serviceable field life. Badger Meter will pay freight charges (through Badger approved carriers) in the contiguous United States on shipments in excess of 500 units or 2,500 pounds. Any returned shipments of both materials must be segregated and the containers clearly marked as to which material the meters are composed of. Badger Meter will not accept mixed shipments of EnviroBrass II meters, BiAlloy meters and waterworks bronze meters.

The 5/8" RCDL LP meter carries the same warranty as the RCDL M25 as referenced on the "Badger Meter Warranty For Bronze Disc Meters" publication RD-W-1 (4-08).

Regarding the pricing form item descriptions, please note the Itron 50W ERT is no longer available. The City will receive 60WP Endpoints as required in the specifications provided by the City.

Terms are net 30 days.

Prices quoted in this bid, if awarded to Badger, will remain firm for the first twelve (12) months of the two (2) year contract term if acceptance is made within ninety (90) days.

Badger Meter, Inc.

In the event you have any questions concerning this bid, please contact Pamela Stokke-Ceci, Assistant Secretary, at:

Telephone: (800) 876-3837
Fax: (414) 371-5981
Email: bids@badgermeter.com

Badger appreciates this opportunity to meet your metering needs.

Sincerely,
BADGER METER, INC.



Pamela G. Stokke-Ceci
Assistant Secretary

san

Attachments



July 8, 2010

**TRADE-IN ALLOWANCE PRICING
CITY OF LINCOLN, NE
BID NO. 10-0128**

Item	Qty.	Trade-in Allowance
1	5/8" Disc	\$3.00
2	3/4" x 7-1/2" Disc	\$3.75
3	3/4" x 9" Disc	\$3.75
4	1" Disc	\$6.00
5	1-1/2" Disc	\$12.00
6	2" Disc	\$18.00

Badger Meter accepts returns of waterworks bronze, EnviroBrass II bronze or BiAlloy meters that have exceeded their serviceable field life. Badger Meter will pay freight charges (through Badger approved carriers) in the contiguous United States on shipments in excess of 500 units or 2,500 pounds. Any returned shipments of both materials must be segregated and the containers clearly marked as to which material the meters are composed of. Badger Meter will not accept mixed shipments of EnviroBrass II meters, BiAlloy meters and waterworks bronze meters.



July 8, 2010

**DELIVERY SCHEDULE
CITY OF LINCOLN, NE
BID NO. 10-0128**

Item	Qty	Description	Delivery
1	1,000	5/8" RCDL LP w/RTR & 60WP Integral	Up to 360 Meters 44 Days After Receipt of Order
2	3,100	3/4" x 7-1/2" RCDL 35 w/RTR & 60WP Integral	Up to 996 Meters 36 Days After Receipt of Order
3	3,750	3/4" x 9" RCDL 35 w/RTR & 60WP Integral	Up to 996 Meters 36 Days After Receipt of Order
4	1,100	1" RCDL 55 w/RTR & 60WP Integral	Up to 360 Meters 32 Days After Receipt of Order
5	20	1-1/2" RCDL 120 ELL w/RTR & 60WP Integral	28 Days After Receipt of Order
6	20	2" RCDL 170 ELL w/RTR & 60WP Integral	28 Days After Receipt of Order
7	60	60WP Remote Endpoint	28 Days After Receipt of Order
8	60	60WP Pit Endpoint	28 Days After Receipt of Order

Badger Meter Warranty For Bronze Disc Meters

Badger Meter



PRODUCTS COVERED

This warranty shall apply to all Recordall® Bronze Disc Meters, models 25 through 170 when used to measure potable water; and the registers, generators, and encoders used with these meters (collectively "Product") sold on or after March 1, 2008. This warranty is extended only to utilities, municipalities, other commercial users and authorized Badger Meter, Inc. ("Badger®") distributors, hereafter referred to as "Customer" and does NOT apply to consumers.

MATERIALS AND WORKMANSHIP

Badger warrants product to be free from defects in materials and workmanship appearing within the earlier of the following timeframes:

Bronze Housings

Thirty (30) years after installation; or thirty (30) years and six (6) months after shipment from Badger.

Local Registers Which are Supplied with the Meters Listed Herein

Twenty-five (25) years after installation; or twenty-five (25) years and six (6) months after shipment from Badger.

RTR- and ADE® Encoders Supplied with the Meters Listed Herein

Ten (10) years after installation; or ten (10) years and six (6) months after shipment from Badger.

Remote Registers Supplied with the Meters Listed Herein

Five (5) years after installation; or five (5) years and six (6) months after shipment from Badger.

Generators Supplied with the Meters Listed Herein

Fifteen (15) years after installation; or fifteen (15) years and six (6) months after shipment from Badger.

Pri-Set Generators Supplied with the Meters Listed Herein

One (1) year after installation; or one (1) year and six (6) months after shipment from Badger.

AWWA METER ACCURACY

The meter product will meet or exceed new meter accuracy standards set forth in AWWA Standard C700-02 for the following periods:

Model 25 Recordall 5/8" and 5/8" x 3/4"

Five (5) years from date of shipment or registration of 750,000 gallons, whichever occurs first.

Model 35 Recordall 3/4"

Five (5) years from date of shipment or registration of 750,000 gallons, whichever occurs first.

Model 55 Recordall 1"

Five (5) years from date of shipment or registration of 1,000,000 gallons, whichever occurs first.

Model 70 Recordall 1"

Five (5) years from date of shipment or registration of 1,100,000 gallons, whichever occurs first.

Model 120 Recordall 1-1/2"

Two (2) years from date of shipment or registration of 1,600,000 gallons, whichever occurs first.

Model 170 Recordall 2"

Two (2) years from date of shipment or registration of 2,100,000 gallons, whichever occurs first.

AWWA REPAIRED METER ACCURACY (AWWA M6 MANUAL)

The meter product will meet or exceed repaired meter accuracy standards set forth in AWWA Manual M-6, Chapter 5 (1999) Table 5.3 for the following periods:

Model 25 Recordall 5/8" and 5/8" x 3/4"

Fifteen (15) years from date of shipment or registration of 2,500,000 gallons, whichever occurs first, with a 25 gpm safe maximum operating capacity and a 15 gpm maximum rate for continuous operation.

Model 35 Recordall 3/4"

Fifteen (15) years from date of shipment or registration of 2,500,000 gallons, whichever occurs first, with a 35 gpm safe maximum operating capacity and a 25 gpm maximum rate for continuous operation.

Model 55 Recordall 1"

Fifteen (15) years from date of shipment or registration of 3,000,000 gallons, whichever occurs first, with a 55 gpm safe maximum operating capacity and a 40 gpm maximum rate for continuous operation.

Model 70 Recordall 1"

Fifteen (15) years from date of shipment or registration of 3,250,000 gallons, whichever occurs first, with a 70 gpm safe maximum operating capacity and a 50 gpm maximum rate for continuous operation.

Model 120 Recordall 1-1/2"

Fifteen (15) years from date of shipment or registration of 5,600,000 gallons, whichever occurs first, with a 120 gpm safe maximum operating capacity and a 80 gpm maximum rate for continuous operation.

Model 170 Recordall 2"

Fifteen (15) years from date of shipment or registration of 10,400,000 gallons, whichever occurs first, with a 170 gpm safe maximum operating capacity and a 100 gpm maximum rate for continuous operation.

BADGER METER EXTENDED LOW FLOW METER ACCURACY

Badger Meter further warrants the meter product to meet or exceed the following extended low flow accuracies in excess of AWWA standards:

Model 25 Recordall 5/8" and 5/8" x 3/4"

Badger warrants Product low flow accuracy of 98.5% at a rate of 1/4 gpm for five (5) years from date of shipment or registration of 675,000 gallons, whichever occurs first.

Model 35 Recordall 3/4"

Badger warrants Product low flow accuracy of 97% at a rate of 3/8 gpm for five (5) years from date of shipment or registration of 675,000 gallons, whichever occurs first.

Model 55 Recordall 1"

Badger warrants Product low flow accuracy of 95% at a rate of 1/2 gpm for three (3) years from date of shipment or registration of 575,000 gallons, whichever occurs first.

Model 70 Recordall 1"

Badger warrants Product low flow accuracy of 95% at a rate of 3/4 gpm for three (3) years from date of shipment or registration of 1,100,000 gallons, whichever occurs first.

Model 120 Recordall 1-1/2"

Badger warrants Product low flow accuracy of 95% at a rate of 1 1/4 gpm for two (2) years from date of shipment or registration of 1,440,000 gallons, whichever occurs first.

Model 170 Recordall 2"

Badger warrants Product low flow accuracy of 95% at a rate of 1 1/2 gpm for two (2) years from date of shipment or registration of 1,890,000 gallons, whichever occurs first.

PRODUCT RETURNS

Any Product proved to Badger's satisfaction to have failed the foregoing warranties will, at Badger's option, be repaired or replaced without charge to the Customer. Badger's obligation hereunder shall be limited to such repair and replacement and shall be conditioned upon Badger's receiving written notice of any alleged defect within ten (10) days after its discovery. This exclusive remedy shall not be deemed to have failed its essential purpose so long as Badger is willing and able to replace defective products or issue a credit to purchaser within a reasonable time of proof to Badger that a defect is involved. Product returns must be shipped by the Customer prepaid F.O.B. to the nearest Badger factory or distribution center. The Customer shall be responsible for all direct and indirect costs associated with removing original product and reinstalling the repaired or replacement Product.

LIMITS OF LIABILITY

This warranty shall not apply to Product repaired or altered by any party other than Badger. The foregoing warranty applies only to the extent that the Product is installed, serviced and operated strictly in accordance with AWWA Standard C700-02 and AWWA M6 Manual. The warranty shall not apply and shall be void with respect to Product exposed to conditions other than those detailed in Badger Product technical literature and Installation and Operation Manuals (IOMs), or which have been subject to vandalism, negligence, accident, acts of God, improper installation, operation or repair, alteration, or other circumstances which are beyond Badger's reasonable control. With respect to Product not manufactured by Badger, the warranty obligations of Badger shall in all respects conform and be limited to the warranty extended to Badger by the supplier.

THE FOREGOING WARRANTIES ARE EXCLUSIVE AND IN LIEU OF ALL OTHER EXPRESS AND IMPLIED WARRANTIES WHATSOEVER, INCLUDING BUT NOT LIMITED TO IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE (except warranties of title).

Any description of the Product, whether in writing or made orally by Badger or Badger's agents, specifications, samples, models, bulletins, drawings, diagrams, engineering sheets or similar materials used in connection with any Customer's order are for the sole purpose of identifying the Product and shall not be construed as an express warranty. Any suggestions by Badger or Badger's agents regarding use, application, or suitability of the Product shall not be construed as an express warranty unless confirmed to be such in writing by Badger.

Exclusion of Consequential Damages and Disclaimer of Other Liability. Badger's liability with respect to breaches of the foregoing warranty shall be limited as stated herein. Badger's liability shall in no event exceed the contract price. **BADGER SHALL NOT BE SUBJECT TO AND DISCLAIMS: (1) ANY OTHER OBLIGATIONS OR LIABILITIES ARISING OUT OF BREACH OF CONTRACT OR OF WARRANTY, (2) ANY OBLIGATIONS WHATSOEVER ARISING FROM TORT CLAIMS (INCLUDING NEGLIGENCE AND STRICT LIABILITY) OR ARISING UNDER OTHER THEORIES OF LAW WITH RESPECT TO PRODUCTS SOLD OR SERVICES RENDERED BY BADGER, OR ANY UNDERTAKINGS, ACTS OR OMISSIONS RELATING THERETO, AND (3) ALL CONSEQUENTIAL, INCIDENTAL, AND CONTINGENT DAMAGES WHATSOEVER.**

Due to continuous research, product improvements and enhancements, Badger Meter reserves the right to change product or system specifications without notice, except to the extent an outstanding contractual obligation exists.

Recordall®, RTR® and Badger® are registered trademarks of Badger Meter, Inc.

**Recordall®
Cold Water
Bronze Disc Meter**

**Size 5/8, 5/8 x 3/4" (DN 15mm)
Model LP Lo-Profile**

**Technical
Brief**

DESCRIPTION

Badger Meter offers the Recordall Disc meter in a Bronze Low Lead Alloy. The Low Lead Alloy (Trade Designation: MLP LL) meter complies with NSF/ANSI Standard 61 and carries the NSF-61 Mark on the housing. All components of the Low Lead Alloy meter, i.e., disc, chamber, housing, seals, etc., comprise the certified system.

APPLICATIONS: For use in measurement of potable cold water in residential, commercial and industrial services where flow is in one direction only.

OPERATION: Water flows through the meter's strainer and into the measuring chamber where it causes the disc to nutate. The disc, which moves freely, nutates on its own ball, guided by a thrust roller. A drive magnet transmits the motion of the disc to a follower magnet located within the permanently sealed register. The follower magnet is connected to the register gear train. The gear train reduces the disc nutations into volume totalization units displayed on the register dial face.

OPERATING PERFORMANCE: The Badger® Recordall Disc meters meet or exceed registration accuracy for the low flow rates (95%), normal operating flow rates (100 ± 1.5%), and maximum continuous operation flow rates as specifically stated by AWWA Standard C700.

CONSTRUCTION: Badger Recordall Disc meter construction, which complies with ANSI/AWWA standard C700, consists of three basic components: meter housing, measuring chamber, and permanently sealed register. The water meter is available in a Bronze Low Lead Alloy with externally-threaded spuds. A corrosion-resistant thermoplastic material is used for the measuring chamber.

To simplify maintenance, the register, measuring chamber, and liner/strainer can be replaced without removing the meter housing from the installation. No change gears are required for accuracy calibration. Interchangeability of parts among like-sized meters also minimizes spare parts inventory investment.

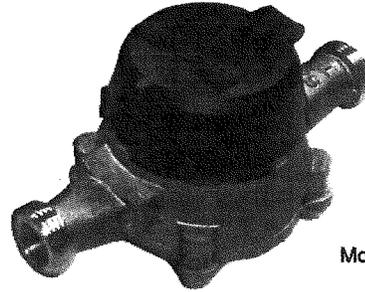
MAGNETIC DRIVE: Direct magnetic drive, through the use of high-strength magnets, provides positive, reliable and dependable register coupling for straight-reading, remote or automatic meter reading options.

SEALED REGISTER: The standard register consists of a straight-reading odometer-type totalization display, 360° test circle with center sweep hand and flow finder to detect leaks. Register gearing consists of self-lubricating thermoplastic gears to minimize friction and provides long life. Permanently sealed; dirt, moisture, tampering and lens fogging problems are eliminated. Multi-position register simplifies meter installation and reading. Automatic meter reading systems are available for all Recordall Disc meters. All reading options are removable from the meter without disrupting water service.

TAMPER-PROOF FEATURES: Customer removal of the register to obtain free water can be prevented when the optional tamper detection seal wire screw or TORX® tamper resistant seal screw is added to the meter. Both can be installed at the meter site or at the factory.

MAINTENANCE: Badger Recordall Disc meters are designed and manufactured to provide long-term service with minimal maintenance. When maintenance is required, it can be performed easily either at the meter installation or at any other convenient location. As an alternative to repair by the utility, Badger offers various maintenance and meter component exchange programs to fit the needs of the utility.

CONNECTIONS: Tailpieces/Unions for installations of meters on various pipe types and sizes, including misaligned pipes, are available as an option.



Model LP

SPECIFICATIONS

Typical Operating	1/4 - 20 GPM (.057 to 4.5 m³/hr)
Low Flow (Min. 95%)	1/4 GPM (.028 m³/hr)
Maximum Continuous Operation	10 GPM (2.3 m³/hr)
Pressure Loss at Maximum Continuous Operation	1.5 PSI at 10 GPM (.10 bar at 2.3 m³/hr)
Maximum Operating Temperature	80°F (26°C)
Maximum Operating Pressure	150 PSI (10 bar)
Measuring Element	Nutating disc, positive displacement
Register Type	Straight reading, permanently sealed magnetic drive standard. Remote reading or Automatic Meter Reading units optional.
Register Capacity	10,000,000 Gallons, 1,000,000 Cubic Feet, 100,000 m³. 6 odometer wheels.
Meter Connections	Available in bronze and thermoplastic to fit 5/8" or 3/4" (DN 15mm) spud thread bore diameter sizes. See table below.

METER SPUD AND CONNECTION SIZES					
Size Designation	x	"L" Laying Length	"B" Bore Dia.	Coupling Nut and Spud Thread	Tailpiece Pipe Thread (NPT)
5/8"	x	7-1/2"	5/8"	3/4" (5/8")	1/2"
5/8" x 3/4"	x	7-1/2"	5/8", 3/4"	1" (3/4")	3/4"

MATERIALS

Meter Housing	Bronze Low Lead Alloy
Housing Bottom Plates	Bronze Low Lead Alloy, Cast Iron, Thermoplastic,
Measuring Chamber	Thermoplastic
Disc	Thermoplastic
Trim	Stainless Steel, Bronze
Liner/Strainer	Thermoplastic
Disc Spindle	Thermoplastic
Magnet	Ceramic
Magnet Spindle	Thermoplastic
Register Lid and Shroud	Thermoplastic, Bronze

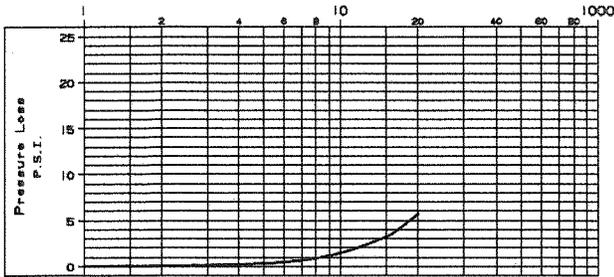


BadgerMeter, Inc.

RD-T-MLP-AWWA

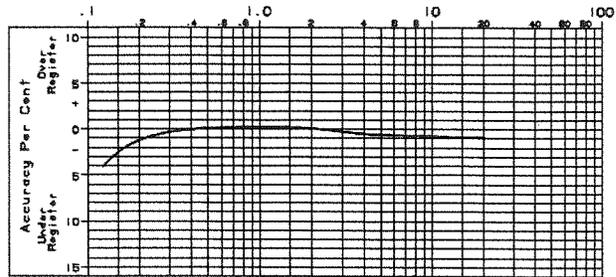
PRESSURE LOSS CHART

Rate of Flow, in Gallons per Minute



ACCURACY CHART

Rate of Flow, in Gallons per Minute



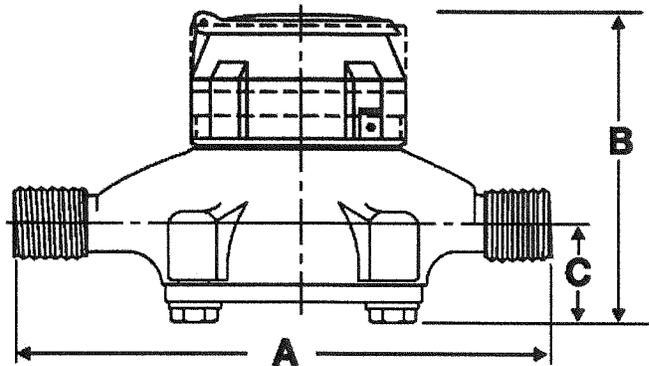
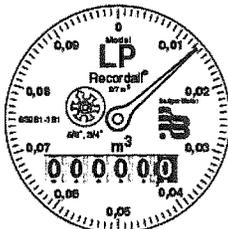
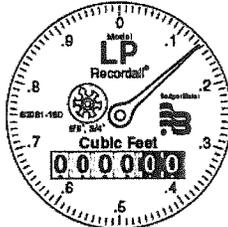
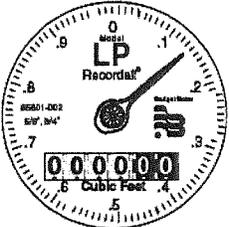
METER SIZE	METER MODEL	A LAYING LENGTH	B HEIGHT REG./RTR®	B HEIGHT ADE®	C CENTERLINE BASE	WIDTH	APPROX. SHIPPING WEIGHT
5/8" 5/8" 3/4" (15mm)	LP	7 1/2" (190mm)	3.70"/4.12"	4.62"	1.26"	3.75"	3 lbs.

Sweep Hand Registration

MODEL	GALLON	CU.FT.	CU. METER
LP	10	1	.1

Register with Plastic Lid and Shroud

Register with Bronze Lid and Shroud



Badger®, ADE®, RTR® and Recordal® are registered trademarks of Badger Meter, Inc. TORX® is a registered trademark of Camcar, Division of Textron, Inc.



Please see our website at www.badgermeter.com for specific contacts.



BadgerMeter, Inc.

P.O. Box 245036, Milwaukee, WI 53224-9536
(800) 876-3837 / Fax: (888) 371-5982
www.badgermeter.com

**Recordall®
Cold Water
Bronze Disc Meter**

Size 3/4" (DN 20mm)

**Technical
Brief**

DESCRIPTION

Badger Meter offers the Recordall Disc meter in Cast Bronze and a Low Lead Alloy. The Low Lead Alloy (Trade Designation: M35 LL) version complies with NSF/ANSI Standard 61 and carries the NSF-61 Mark on the housing. All components of the Low Lead Alloy meter, i.e., disc, chamber, housing, seals, etc., comprise the certified system.

APPLICATIONS: For use in measurement of potable cold water in residential, commercial and industrial services where flow is in one direction only.

OPERATION: Water flows through the meter's strainer and into the measuring chamber where it causes the disc to nutate. The disc, which moves freely, nutates on its own ball, guided by a thrust roller. A drive magnet transmits the motion of the disc to a follower magnet located within the permanently sealed register. The follower magnet is connected to the register gear train. The gear train reduces the disc nutations into volume totalization units displayed on the register dial face.

OPERATING PERFORMANCE: The Badger® Recordall® Disc meters meet or exceed registration accuracy for the low flow rates (95%), normal operating flow rates (100 ± 1.5%), and maximum continuous operation flow rates as specifically stated by AWWA Standard C700.

CONSTRUCTION: Badger Recordall Disc meter construction, which complies with ANSI/AWWA standard C700, consists of three basic components: meter housing, measuring chamber, and permanently sealed register. The water meter is available in bronze and Low Lead Alloy with externally-threaded spuds. A corrosion-resistant thermoplastic material is used for the measuring chamber.

To simplify maintenance, the register, measuring chamber, and strainer can be replaced without removing the meter housing from the installation. No change gears are required for accuracy calibration. Interchangeability of parts among like-sized meters also minimizes spare parts inventory investment. The built-in strainer has an effective straining area of twice the inlet size.

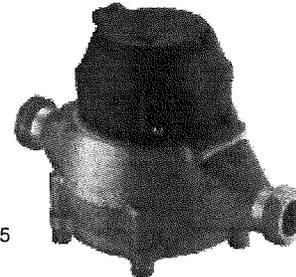
MAGNETIC DRIVE: Direct magnetic drive, through the use of high-strength magnets, provides positive, reliable and dependable register coupling for straight-reading, remote or automatic meter reading options.

SEALED REGISTER: The standard register consists of a straight-reading odometer-type totalization display, 360° test circle with center sweep hand and flow finder to detect leaks. Register gearing consists of self-lubricating thermoplastic gears to minimize friction and provides long life. Permanently sealed; dirt, moisture, tampering and lens fogging problems are eliminated. Multi-position register simplifies meter installation and reading. Generator-type remote reading and automatic meter reading systems are available for all Recordall Disc meters. All reading options are removable from the meter without disrupting water service.

TAMPER-PROOF FEATURES: Customer removal of the register to obtain free water can be prevented when the optional tamper detection seal wire screw or TORX® tamper resistant seal screw is added to the meter. Both can be installed at the meter site or at the factory.

MAINTENANCE: Badger Recordall Disc meters are designed and manufactured to provide long-term service with minimal maintenance. When maintenance is required, it can be performed easily either at the meter installation or at any other convenient location. As an alternative to repair by the utility, Badger offers various maintenance and meter component exchange programs to fit the needs of the utility.

CONNECTIONS: Tailpieces/Unions for installations of meters on various pipe types and sizes, including misaligned pipes, are available as an option.



Model 35

SPECIFICATIONS

Typical Operating Range (100% ± 1.5%)	3/4-35 GPM (.17 to 7.9 m³/hr)
Low Flow (Min. 97%)	3/8 GPM (.085 m³/hr)
Maximum Continuous Operation	25 GPM (5.7 m³/hr)
Pressure Loss at Maximum Continuous Operation	5 PSI at 25 GPM (.37 bar at 5.7 m³/hr)
Maximum Operating Temperature	80°F (26°C)
Maximum Operating Pressure	150 PSI (10 bar)
Measuring Element	Nutating disc, positive displacement
Register Type	Straight reading, permanently sealed magnetic drive standard. Remote reading or Automatic Meter Reading units optional.
Register Capacity	10,000,000 Gallons, 1,000,000 Cubic Feet, 100,000 m³. 6 odometer wheels.
Meter Connections	Available in bronze and thermoplastic to fit 3/4" spud thread bore diameter sizes. See table below.

METER SPUD AND CONNECTION SIZES

Size Designation	x	"L" Laying Length	"B" Bore Dia.	Coupling Nut and Spud Thread	Tailpiece Pipe Thread (NPT)
3/4"	x	7½"	3/4"	1" (3/4")	3/4"
3/4"	x	9"	3/4"	1" (3/4")	3/4"
3/4" x 1"	x	9"	3/4"	1¼" (1")	1"

MATERIALS

Meter Housing	Cast Bronze, Low Lead Alloy
Housing Bottom Plates	Bronze, Cast Iron, Low Lead Alloy
Measuring Chamber	Thermoplastic
Disc	Thermoplastic
Trim	Stainless Steel, Bronze
Strainer	Thermoplastic
Disc Spindle	Stainless Steel
Magnet	Ceramic
Magnet Spindle	Stainless Steel
Register Lid and Shroud	Thermoplastic, Bronze
Generator Housing	Thermoplastic



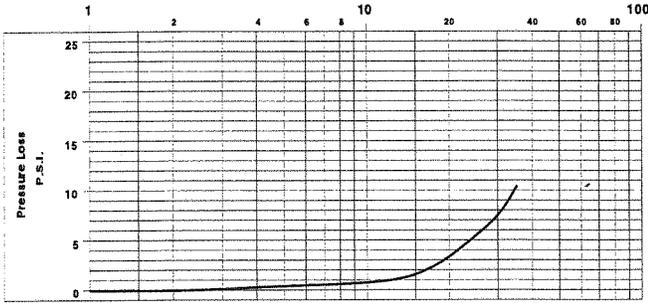
BadgerMeter, Inc.

RD-T-3/4

9-06

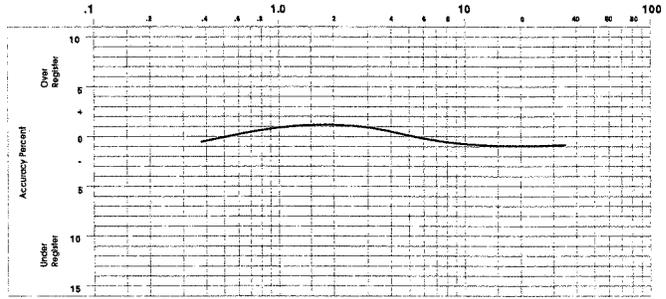
PRESSURE LOSS CHART

Rate of Flow, in Gallons per Minute



ACCURACY CHART

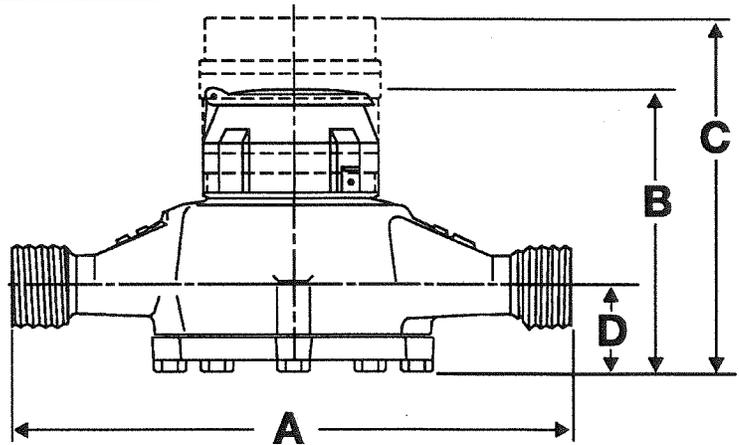
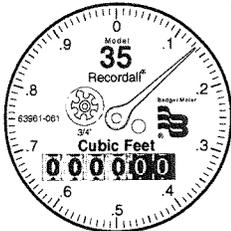
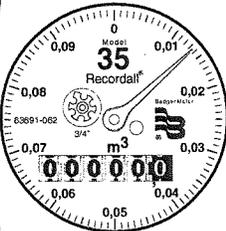
Rate of Flow, in Gallons per Minute



METER SIZE	METER MODEL	A LAYING LENGTH	B HEIGHT REG. / RTR	C HEIGHT GEN.	D CENTERLINE BASE	WIDTH	APPROX. SHIPPING WEIGHT
3/4" (20mm)	35	7 1/2" (190mm)	5 1/4" (133mm)	6 5/8" (168mm)	1 5/8" (41mm)	5" (127mm)	5 1/2 lb. (2.5kg)
3/4" (20mm)	35	9" (229mm)	5 1/4" (133mm)	6 5/8" (168mm)	1 5/8" (41mm)	5" (127mm)	5 3/4 lb. (2.6kg)
3/4" x 1" (20mm)	35	9" (229mm)	5 1/4" (133mm)	6 5/8" (168mm)	1 5/8" (41mm)	5" (127mm)	6 lb. (2.7kg)

Sweep Hand Registration

MODEL	GALLON	CU. FT.	CU. METER
M35	10	1	.1



RTR® and Recordall® are registered trademarks of Badger Meter, Inc.
TORX® is a registered trademark of Camcar, Division of Textron, Inc.



Please see our website at www.badgermeter.com for specific contacts.



BadgerMeter, Inc.

P.O. Box 245036, Milwaukee, WI 53224-9536
(800) 876-3837 / Fax: (888) 371-5982
www.badgermeter.com

**Recordall®
Cold Water
Bronze Disc Meter**

**Size 1" (DN 25mm)
Model 55**

**Technical
Brief**

DESCRIPTION

Badger Meter offers the Recordall Disc meter in Cast Bronze and a Low Lead Alloy. The Low Lead Alloy (Trade Designation: M55 LL) version complies with NSF/ANSI Standard 61 and carries the NSF-61 Mark on the housing. All components of the Low Lead Alloy meter, i.e., disc, chamber, housing, seals, etc., comprise the certified system.

APPLICATIONS: For use in measurement of potable cold water in residential, commercial and industrial services where flow is in one direction only.

OPERATION: Water flows through the meter's strainer and into the measuring chamber where it causes the disc to nutate. The disc, which moves freely, nutates on its own ball, guided by a thrust roller. A drive magnet transmits the motion of the disc to a follower magnet located within the permanently sealed register. The follower magnet is connected to the register gear train. The gear train reduces the disc nutations into volume totalization units displayed on the register dial face.

OPERATING PERFORMANCE: The Badger Recordall Disc meters meet or exceed registration accuracy for the low flow rates (95%), normal operating flow rates ($100 \pm 1.5\%$), and maximum continuous operation flow rates as specifically stated by AWWA Standard C700.

CONSTRUCTION: Badger Recordall Disc meter construction, which complies with ANSI/AWWA standard C700, consists of three basic components: meter housing, measuring chamber, and permanently sealed register. The water meter is available in bronze and Low Lead Alloy with externally-threaded spuds. A corrosion-resistant thermoplastic material is used for the measuring chamber.

To simplify maintenance, the register, measuring chamber, and strainer can be replaced without removing the meter housing from the installation. No change gears are required for accuracy calibration. Interchangeability of parts among like-sized meters also minimizes spare parts inventory investment.

MAGNETIC DRIVE: Direct magnetic drive, through the use of high-strength magnets, provides positive, reliable and dependable register coupling for straight-reading, remote or automatic meter reading options.

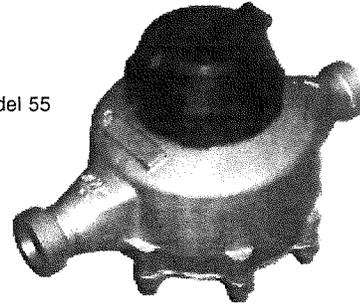
SEALED REGISTER: The standard register consists of a straight-reading odometer-type totalization display, 360° test circle with center sweep hand and flow finder to detect leaks. Register gearing consists of self-lubricating thermoplastic gears to minimize friction and provides long life. Permanently sealed; dirt, moisture, tampering and lens fogging problems are eliminated. Multi-position register simplifies meter installation and reading. Generator-type remote reading and automatic meter reading systems are available for all Recordall Disc meters. (See back of sheet for additional information.) All reading options are removable from the meter without disrupting water service.

TAMPER-PROOF FEATURES: Customer removal of the register to obtain free water can be prevented when the optional tamper detection seal wire screw or TORX® tamper resistant seal screw is added to the meter. Both can be installed at the meter site or at the factory.

MAINTENANCE: Badger Recordall Disc meters are designed and manufactured to provide long-term service with minimal maintenance. When maintenance is required, it can be performed easily either at the meter installation or at any other convenient location. As an alternative to repair by the utility, Badger offers various maintenance and meter component exchange programs to fit the needs of the utility.

CONNECTIONS: Tailpieces/Unions for installations of meters on various pipe types and sizes, including misaligned pipes, are available as an option.

Model 55



SPECIFICATIONS

Typical Operating Range (100% ± 1.5%)	1-55 GPM (.23 to 12.5 m ³ /hr)
Low Flow (Min. 95%)	1/2 GPM (.11 m ³ /hr)
Maximum Continuous Operation	40 GPM (9.1 m ³ /hr)
Pressure Loss at Maximum Continuous Operation	3.4 PSI at 40 GPM (.23 bar at 9.1 m ³ /hr)
Maximum Operating Temperature	80°F (26°C)
Maximum Operating Pressure	150 PSI (10 bar)
Measuring Element Register Type	Nutating disc, positive displacement Straight reading, sealed magnetic drive standard. Remote reading or Automatic Meter Reading units optional.
Register Capacity	10,000,000 Gallons, 1,000,000 Cubic Feet, 100,000 m ³ . 6 odometer wheels.
Meter Connections	Available in bronze and thermoplastic to fit 1" (DN 25mm) spud thread bore diameter sizes. See table below.

METER SPUD AND CONNECTION SIZES

Size Designation	x	"L" Laying Length	"B" Bore Dia.	Coupling Nut and Spud Thread	Tailpiece Pipe Thread (NPT)
1"	x	10 3/4"	1"	1 1/4" (1")	1"

MATERIALS

Meter Housing	Cast Bronze, Low Lead Alloy
Housing Bottom Plates	Bronze, Cast Iron, Low Lead Alloy
Measuring Chamber	Thermoplastic
Disc	Thermoplastic
Trim	Stainless Steel, Bronze
Strainer	Thermoplastic
Disc Spindle	Thermoplastic
Magnet	Polymer Bonded
Magnet Spindle	Thermoplastic
Register Lid and Shroud	Thermoplastic, Bronze
Generator Housing	Thermoplastic



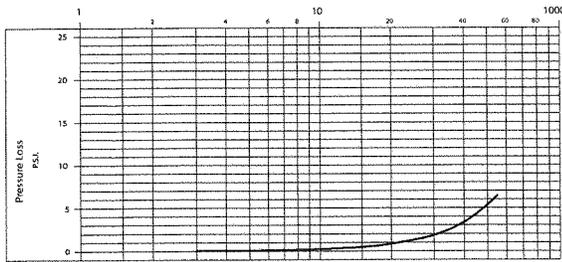
BadgerMeter, Inc.

RD-T-55

11-06

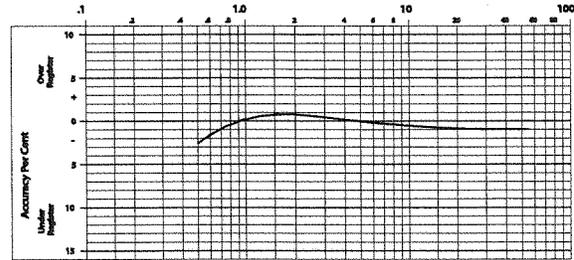
PRESSURE LOSS CHART

Rate of Flow, in Gallons per Minute



ACCURACY CHART

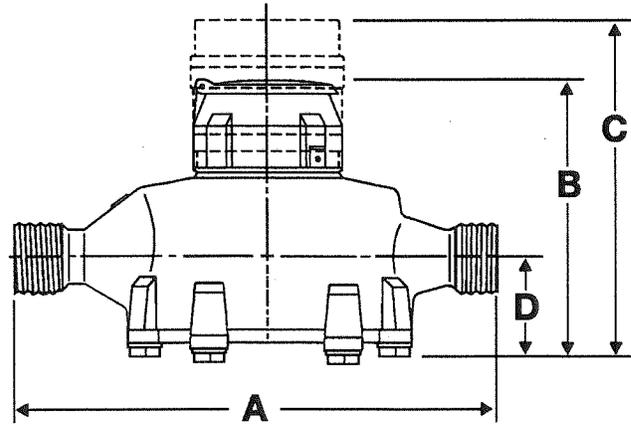
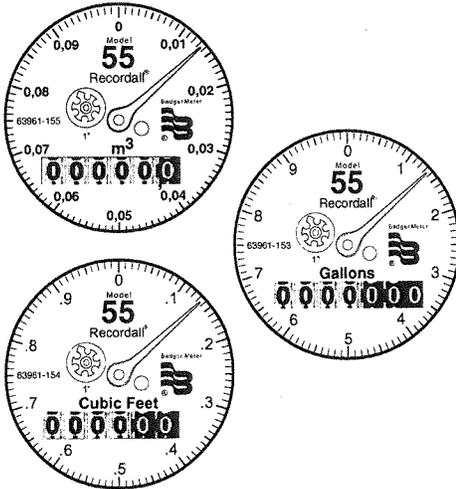
Rate of Flow, in Gallons per Minute



METER SIZE	METER MODEL	A LAYING LENGTH	B HEIGHT REG./RTR	B HEIGHT TO ADE	C HEIGHT GEN.	D CENTERLINE TO BASE	WIDTH	METER WEIGHT
1" (25mm)	55	10 3/4" (273mm)	6" (152mm)	6 1/2" (165mm)	7 3/8" (187mm)	2 1/32" (52mm)	6 1/4" (159mm)	8.75 lbs.

Sweep Hand Registration

MODEL	GALLON	CU.FT.	CU. METER
M55	10	1	.1



RTR® and Recordall® are registered trademarks of Badger Meter, Inc. TORX® is a registered trademark of Camcar, Division of Textron, Inc.



Please see our website at www.badgermeter.com for specific contacts.

Due to continuous research, product improvements and enhancements, Badger Meter reserves the right to change product or system specifications without notice, except to the extent an outstanding contractual obligation exists.



BadgerMeter, Inc.

P.O. Box 245036, Milwaukee, WI 53224-9536
 (800) 876-3837 / Fax: (888) 371-5982
www.badgermeter.com

**Recordall® Cold
Water Top Load
Bronze Disc Meter**

Size 1 1/2" (DN 40mm)

**Technical
Brief**

DESCRIPTION

Badger Meter offers the Recordall Disc meter in Cast Bronze and a Low Lead Alloy. The Low Lead Alloy (Trade Designation: M120 LL) version complies with NSF/ANSI Standard 61 and carries the NSF-61 Mark on the housing. All components of the Low Lead Alloy meter, i.e., disc, chamber, housing, seals, etc., comprise the certified system.

APPLICATIONS: For use in measurement of potable cold water in residential, commercial and industrial services where flow is in one direction only.

OPERATION: Water flows through the meter's strainer and into the measuring chamber where it causes the disc to nutate. The disc, which moves freely, nutates on its own ball, guided by a thrust roller. A drive magnet transmits the motion of the disc to a follower magnet located within the permanently sealed register. The follower magnet is connected to the register gear train. The gear train reduces the disc nutations into volume totalization units displayed on the register dial face.

OPERATING PERFORMANCE: The Badger Recordall Disc meters meet or exceed registration accuracy for the low flow rates (95%), normal operating flow rates ($100 \pm 1.5\%$), and maximum continuous operation flow rates as specifically stated by AWWA Standard C700.

CONSTRUCTION: Badger Recordall Disc meter construction, which complies with ANSI/AWWA standard C700, consists of three basic components: bronze meter housing, measuring chamber, and permanently sealed register. A corrosion-resistant thermoplastic material is used for the measuring chamber.

To simplify maintenance, the register, measuring chamber, and strainer can be replaced without removing the meter housing from the installation. No change gears are required for accuracy calibration. Interchangeability of parts among like-sized meters also minimizes spare parts inventory investment.

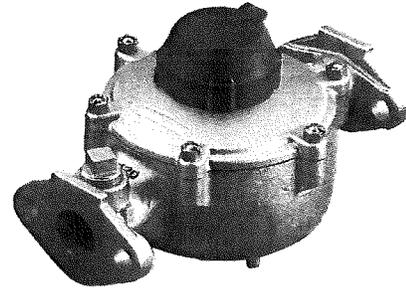
MAGNETIC DRIVE: Direct magnetic drive, through the use of high-strength magnets, provides positive, reliable and dependable register coupling for straight-reading, remote or automatic meter reading options.

SEALED REGISTER: The standard register consists of a straight-reading odometer-type totalization display, 360° test circle with center sweep hand and flow finder to detect leaks. Register gearing consists of self-lubricating thermoplastic gears to minimize friction and provides long life. Permanently sealed; dirt, moisture, tampering and lens fogging problems are eliminated. Multi-position register simplifies meter installation and reading. Generator-type remote reading and automatic meter reading systems are available for all Recordall Disc meters. All reading options are removable from the meter without disrupting water service.

TAMPER-PROOF FEATURES: Customer removal of the register to obtain free water can be prevented when the optional tamper detection seal wire screw or TORX® tamper resistant seal screw is added to the meter. Both can be installed at the meter site or at the factory.

MAINTENANCE: Badger Recordall Disc meters are designed and manufactured to provide long-term service with minimal maintenance. When maintenance is required, it can be performed easily either at the meter installation or at any other convenient location. As an alternative to repair by the utility, Badger offers various maintenance and meter component exchange programs to fit the needs of the utility.

CONNECTIONS: Tailpieces/Flanges for installations of meters on various pipe types and sizes, including misaligned pipes, are available as an option.



Model 120 shown with optional 1" Test Plug

SPECIFICATIONS

Typical Operating Range (100% ± 1.5%)	2 1/2-120 GPM (.57 to 27 m ³ /hr)
Low Flow (Min. 95%)	1 1/4 GPM (.28 m ³ /hr)
Maximum Continuous Operation	80 GPM (18 m ³ /hr)
Pressure Loss at Maximum Continuous Operation	4.8 PSI at 80 GPM (.33 bar at 18 m ³ /hr)
Maximum Operating Temperature	80°F (26°C)
Maximum Operating Pressure	150 PSI (10 bar)
Measuring Element	Nutating disc, positive displacement
Register Type	Straight reading, permanently-sealed magnetic drive standard. Remote reading or Automatic Meter Reading units optional.
Registration	100 Gallons, 10 Cubic Feet, 1 m ³ , 0.1 m ³
Register Capacity	100,000,000 Gallons, 10,000,000 Cubic Feet, 1,000,000 m ³ , 100,000 m ³ . 6 odometer wheels.
Meter Connections	1 1/2" AWWA two bolt elliptical flange, drilled or 1 1/2" - 11 1/2 NPT internal pipe threads.
Test Plugs	1" NPT test plug (TP) available on elliptical long and short versions.

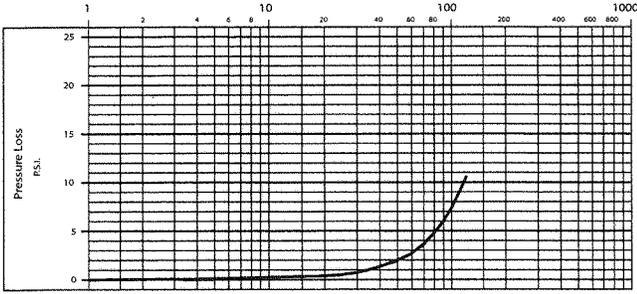
MATERIALS

Meter Housing	Cast Bronze, Low Lead Alloy
Housing Top Plates	Bronze, Low Lead Alloy
Measuring Chamber	Thermoplastic
Disc	Thermoplastic
Trim	Stainless Steel, Bronze
Strainer	Thermoplastic
Disc Spindle	Stainless Steel
Magnet	Ceramic
Magnet Spindle	Stainless Steel
Register Lid and Shroud	Thermoplastic, Bronze
Generator Housing	Thermoplastic



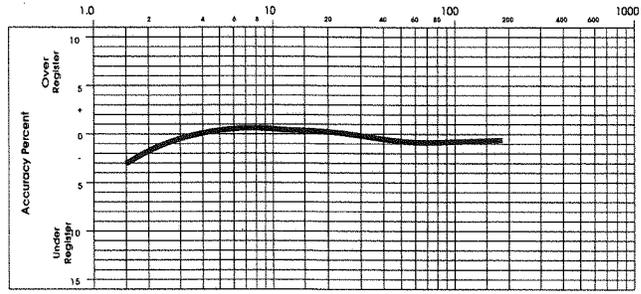
PRESSURE LOSS CHART

Rate of Flow, in Gallons per Minute



ACCURACY CHART

Rate of Flow, in Gallons per Minute



METER SIZE	METER MODEL	A LAYING LENGTH	B HEIGHT REG./RTR	C HEIGHT GEN.	D CENTERLINE TO BASE	WIDTH	APPROX. SHIPPING WEIGHT
1 1/2" (40mm)	120 EL, Hex 120 EL, TP	12 5/8" (321mm)	7" (178mm)	8 3/8" (213mm)	2 3/8" (60mm)	8 3/4" (222mm)	19 lb. (8.6kg)
1 1/2" (40mm)	120 ELL 120 ELL, TP	13" (330mm)	7" (178mm)	8 3/8" (213mm)	2 3/8" (60mm)	8 3/4" (222mm)	19 lb. (8.6kg)

EL = Elliptical

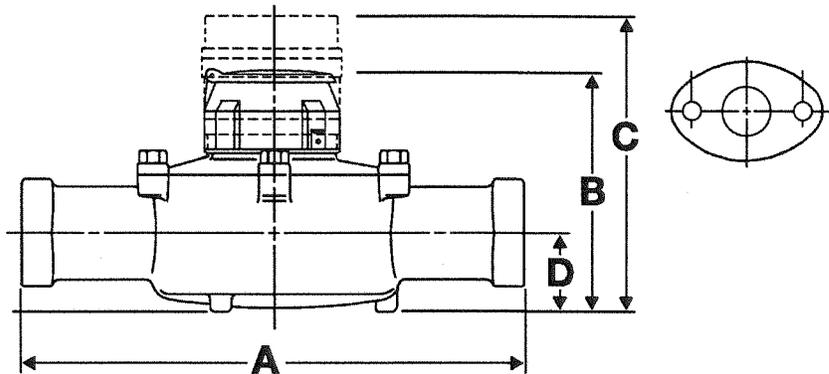
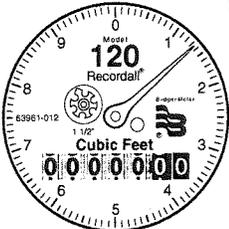
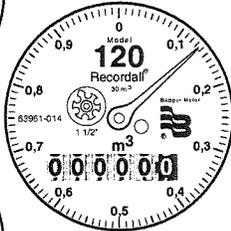
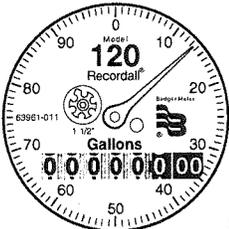
ELL = Elliptical Long

Hex = Hexagon, 1 1/2" - 1 1/2" NPT Thread

TP=Test Plug 1"

Sweep Hand Registration

MODEL	GALLON	CU.FT.	CU. METER
M120	100	10	1/1



RTR® and Recordall® are registered trademarks of Badger Meter, Inc. TORX® is a registered trademark of Camcar, Division of Textron, Inc.



Please see our website at www.badgermeter.com for specific contacts.

Due to continuous research, product improvements and enhancements, Badger Meter reserves the right to change product or system specifications without notice, except to the extent an outstanding contractual obligation exists.



BadgerMeter, Inc.
P.O. Box 245036, Milwaukee, WI 53224-9536
(800) 876-3837 / Fax: (888) 371-5982
www.badgermeter.com

**Recordall® Cold
Water Top Load
Bronze Disc Meter**

Size 2" (DN 50mm)

**Technical
Brief**

DESCRIPTION

Badger Meter offers the Recordall Disc meter in Cast Bronze and a Low Lead Alloy. The Low Lead Alloy (Trade Designation: M170 LL) version complies with NSF/ANSI Standard 61 and carries the NSF-61 Mark on the housing. All components of the Low Lead Alloy meter, i.e., disc, chamber, housing, seals, etc., comprise the certified system.

APPLICATIONS: For use in measurement of potable cold water in residential, commercial and industrial services where flow is in one direction only.

OPERATION: Water flows through the meter's strainer and into the measuring chamber where it causes the disc to nutate. The disc, which moves freely, nutates on its own ball, guided by a thrust roller. A drive magnet transmits the motion of the disc to a follower magnet located within the permanently-sealed register. The follower magnet is connected to the register gear train. The gear train reduces the disc nutations into volume totalization units displayed on the register dial face.

OPERATING PERFORMANCE: The Badger Recordall Disc meters meet or exceed registration accuracy for the low flow rates (95%), normal operating flow rates ($100 \pm 1.5\%$), and maximum continuous operation flow rates as specifically stated by AWWA Standard C700.

CONSTRUCTION: Badger Recordall Disc meter construction, which complies with ANSI/AWWA standard C700, consists of three basic components: bronze meter housing, measuring chamber, and permanently, sealed register. A corrosion-resistant thermoplastic material is used for the measuring chamber.

To simplify maintenance, the register, measuring chamber, and strainer can be replaced without removing the meter housing from the installation. No change gears are required for accuracy calibration. Interchangeability of parts among like-sized meters also minimizes spare parts inventory investment. The built-in strainer has an effective straining area of twice the inlet size.

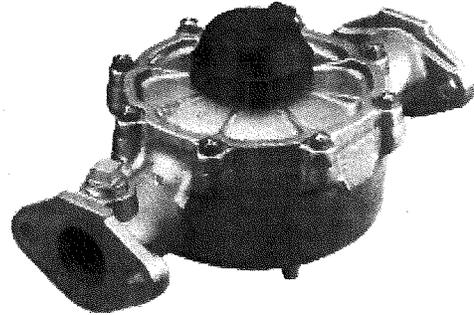
MAGNETIC DRIVE: Direct magnetic drive, through the use of high-strength magnets, provides positive, reliable and dependable register coupling for straight-reading, remote or automatic meter reading options.

SEALED REGISTER: The standard register consists of a straight-reading, odometer-type totalization display, 360° test circle with center sweep hand and flow finder to detect leaks. Register gearing consists of self-lubricating thermoplastic gears to minimize friction and provides long life. Permanently sealed; dirt, moisture, tampering and lens fogging problems are eliminated. Multi-position register simplifies meter installation and reading. Generator-type remote reading and automatic meter reading systems are available for all Recordall Disc meters. All reading options are removable from the meter without disrupting water service.

TAMPER-PROOF FEATURES: Customer removal of the register to obtain free water can be prevented when the optional tamper detection seal wire screw/or Torx® tamper seal resistant screw is added to the meter. Both can be installed at the meter site or at the factory.

MAINTENANCE: Badger Recordall Disc meters are designed and manufactured to provide long-term service with minimal maintenance. When maintenance is required, it can be performed easily either at the meter installation or at any other convenient location. As an alternative to repair by the utility, Badger offers various maintenance and meter component exchange programs to fit the needs of the utility.

CONNECTIONS: Tailpieces/Flanges for installations of meters on various pipe types and sizes, including misaligned pipes, are available as an option.



Model 170 shown with optional 1" Test Plug

SPECIFICATIONS

Typical Operating Range (100% ± 1.5%)	2 1/2 -170 GPM (.57 to 39 m³/hr)
Low Flow (Min. 95%)	1 1/2 GPM (.34 m³/hr)
Maximum Continuous Operation	100 GPM (23 m³/hr)
Pressure Loss at Maximum Continuous Operation	3.3 PSI at 100 GPM (.23 bar at 23 m³/hr)
Maximum Operating Temperature	80°F (26°C)
Maximum Operating Pressure	150 PSI (10 bar)
Measuring Element	Nutating disc, positive displacement
Register Type	Straight reading, permanently sealed magnetic drive standard. Remote reading or Automatic Meter Reading units optional.
Registration	100 Gallons, 10 Cubic Feet, 1 m³
Register Capacity	100,000,000 Gallons, 10,000,000 Cubic Feet, 1,000,000 m³. 6 odometer wheels.
Meter Connections	2" AWWA two bolt elliptical flange, drilled, or 2" - 11 1/2 NPT internal pipe threads.
Optional Test Plug	1" NPT test plug (TP) available on elliptical long and short versions.

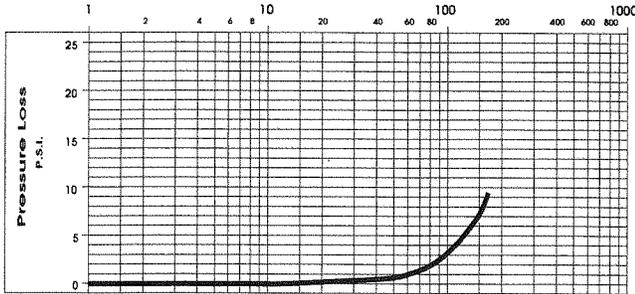
MATERIALS

Meter Housing	Cast Bronze, Low Lead Alloy
Housing Top Plates	Bronze, Low Lead Alloy
Measuring Chamber	Thermoplastic
Disc	Thermoplastic
Trim	Stainless Steel/Bronze
Strainer	Thermoplastic
Disc Spindle	Stainless Steel
Magnet	Ceramic
Magnet Spindle	Stainless Steel
Register Lid and Box	Thermoplastic or Bronze
Generator Housing	Thermoplastic



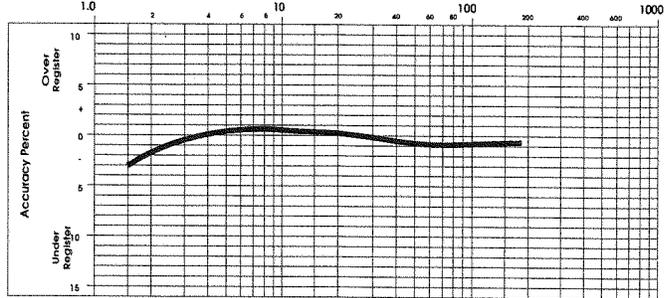
PRESSURE LOSS CHART

Rate of Flow, in Gallons per Minute



ACCURACY CHART

Rate of Flow, in Gallons per Minute



METER SIZE	METER MODEL	A LAYING LENGTH	B HEIGHT REG./RTR	C HEIGHT GEN.	D CENTERLINE BASE	WIDTH	APPROX. SHIPPING WEIGHT
2" (50mm)	170 EL, Hex. 170 EL, TP	15 1/4" (387mm)	8" (203mm)	9 3/8" (238mm)	2 7/8" (73mm)	9 1/2" (241mm)	30 lb. (13.6kg)
2" (50mm)	170 ELL, 170 ELL, TP	17" (432mm)	8" (203mm)	9 3/8" (238mm)	2 7/8" (73mm)	9 1/2" (241mm)	30 lb. (13.6kg)

EL = Elliptical

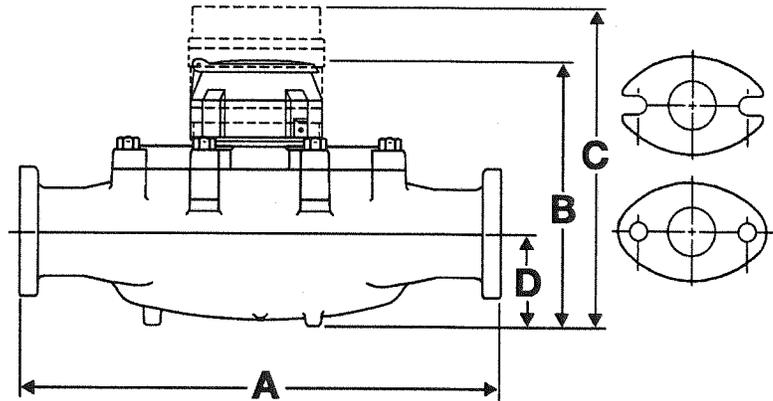
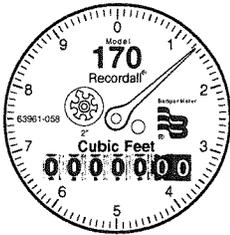
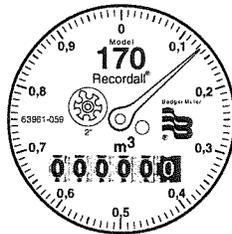
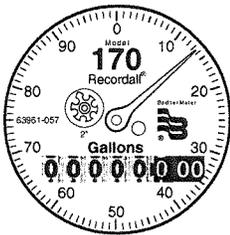
ELL = Elliptical Long

Hex = Hexagon, 2" - 11 1/2 NPT Thread

TP=Test Plug 1"

Sweep Hand Registration

MODEL	GALLON	CU.FT.	CU. METER
M170	100	10	1



RTR® and Recordall® are registered trademarks of Badger Meter, Inc. TORX® is a registered trademark of Camcar, Division of Textron, Inc.



Please see our website at www.badgermeter.com for specific contacts.

Due to continuous research, product improvements and enhancements, Badger Meter reserves the right to change product or system specifications without notice, except to the extent an outstanding contractual obligation exists.



BadgerMeter, Inc.

P.O. Box 245036, Milwaukee, WI 53224-9536
(800) 876-3837 / Fax: (888) 371-5982

www.badgermeter.com

Badger Meter System Warranty For 60W or 60WP Endpoint

Badger Meter



This warranty shall apply to the 60W or 60WP Endpoint (cumulatively "Product"), sold on or after August 1, 2008. This warranty is extended only to utilities, municipalities, other commercial users and authorized Badger Meter, Inc. ("Badger[®]") distributors, hereafter referred to as "Customer" and does NOT apply to consumers.

WARRANTY TERMS AND CONDITIONS

Badger warrants Product to be free from defects in materials and workmanship appearing within the earlier of either: Twenty (20) years after installation; or twenty (20) years and six (6) months after shipment from Badger. Specifically, Badger will repair or replace, at Badger's discretion, a 60W or 60WP Endpoint or Endpoint Battery at no cost during the first ten (10) years of the warranty, and at prorated price discounts during the last ten (10) years of the warranty. Badger will apply these prorated price discounts to Product list prices in effect at the time of Product return and according to the following prorated price discount schedule: Years 11 through 15 -- 50% discount; Years 16 through 20 -- 25% discount.

PRODUCT RETURN

Product failures must be proven and verified to Badger's satisfaction. Badger's obligation hereunder shall be limited to such repair and replacement and shall be conditioned upon Badger's receiving written notice of any alleged defect within ten (10) days after its discovery. This exclusive remedy shall not be deemed to have failed its essential purpose so long as Badger is willing and able to replace defective Product to Customer within a reasonable time after receipt of proof that a defect is involved. Product returns must be shipped by the Customer prepaid F.O.B. to the nearest Badger factory or distribution center. The Customer shall be responsible for all direct and indirect costs associated with removing original product and reinstalling the repaired or replacement Product.

SCOPE OF WARRANTY

This warranty shall not apply to Product repaired or altered by any party other than Badger. The foregoing warranty applies only to the extent that the Product is installed, serviced and operated strictly in accordance with Badger's instructions. The warranty shall not apply and shall be void with respect to Product exposed to conditions other than those detailed in Product technical literature and Installation and Operation Manuals (IOM), or which have been subject to vandalism, negligence, accident, acts of God, improper installation, operation or repair, alteration, or other circum-

stances which are beyond Badger's reasonable control. With respect to equipment and parts not manufactured by Badger, the warranty obligations of Badger shall in all respects conform and be limited to the warranty extended to Badger by the supplier.

THE FOREGOING WARRANTIES ARE EXCLUSIVE AND IN LIEU OF ALL OTHER EXPRESS AND IMPLIED WARRANTIES WHATSOEVER, INCLUDING BUT NOT LIMITED TO IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE (except warranties of title).

Any description of the Products, whether in writing or made orally by Badger or Badger's agents, specifications, samples, models, bulletins, drawings, diagrams, engineering sheets or similar materials used in connection with any Customer's order are for the sole purpose of identifying the Products and shall not be construed as an express warranty. Any suggestions by Badger or Badger's agents regarding use, application, or suitability of the Products shall not be construed as an express warranty unless confirmed to be such in writing by Badger.

Exclusion of Consequential Damages and Disclaimer of Other Liability. Badger's liability with respect to breaches of the foregoing warranty shall be limited as stated herein. Badger's liability shall in no event exceed the contract price. **BADGER SHALL NOT BE SUBJECT TO AND DISCLAIMS: (1) ANY OTHER OBLIGATIONS OR LIABILITIES ARISING OUT OF BREACH OF CONTRACT OR OF WARRANTY, (2) ANY OBLIGATIONS WHATSOEVER ARISING FROM TORT CLAIMS (INCLUDING NEGLIGENCE AND STRICT LIABILITY) OR ARISING UNDER OTHER THEORIES OF LAW WITH RESPECT TO PRODUCTS SOLD OR SERVICES RENDERED BY BADGER, OR ANY UNDERTAKINGS, ACTS OR OMISSIONS RELATING THERETO, AND (3) ALL CONSEQUENTIAL, INCIDENTAL, AND CONTINGENT DAMAGES WHATSOEVER.**

Due to continuous research, product improvements and enhancements, Badger Meter reserves the right to change product or system specifications without notice, except to the extent an outstanding contractual obligation exists.

Recordall[®] and Badger[®] are registered trademarks of Badger Meter, Inc.
Itron[®] is a registered trademark of Itron, Inc.

Badger Meter System Warranty For RTR with 60WP Endpoint RTR with 60WP Remote Endpoint

Badger Meter



This warranty shall apply to the RTR with 60WP Endpoint or RTR with 60WP Remote Endpoint (cumulatively "Product"), sold on or after November 1, 2008. This warranty is extended only to utilities, municipalities, other commercial users and authorized Badger Meter, Inc. ("Badger[®]") distributors, hereafter referred to as "Customer" and does NOT apply to consumers.

SCOPE OF WARRANTY

Badger warrants Product to be free from defects in materials and workmanship appearing within the earlier of either: Twenty (20) years after installation; or twenty (20) years and six (6) months after shipment from Badger. Specifically, Badger will repair or replace, at Badger's discretion, a 60W or 60WP Endpoint or Endpoint Battery at no cost during the first ten (10) years of the warranty, and at prorated price discounts during the last ten (10) years of the warranty. Badger will apply these prorated price discounts to Product list prices in effect at the time of Product return and according to the following prorated price discount schedule: Years 11 through 15 -- 50% discount; Years 16 through 20 -- 25% discount.

PRODUCT RETURNS

Product failures must be proven and verified to Badger's satisfaction. Badger's obligation hereunder shall be limited to such repair and replacement and shall be conditioned upon Badger's receiving written notice of any alleged defect within ten (10) days after its discovery. This exclusive remedy shall not be deemed to have failed its essential purpose so long as Badger is willing and able to replace defective Product to Customer within a reasonable time after receipt of proof that a defect is involved. Product returns must be shipped by the Customer prepaid F.O.B. to the nearest Badger factory or distribution center. The Customer shall be responsible for all direct and indirect costs associated with removing original product and reinstalling the repaired or replacement Product.

LIMITS OF LIABILITY

This warranty shall not apply to Product repaired or altered by any party other than Badger. The foregoing warranty applies only to the extent that the Product is installed, serviced and operated strictly in accordance with Badger's instructions. The warranty shall not apply and shall be void with respect to Product exposed to conditions other than those detailed in Product technical literature and Installation and Operation Manuals (IOM), or which have been subject to vandalism, negligence, accident, acts of God, improper

installation, operation or repair, alteration, or other circumstances which are beyond Badger's reasonable control. With respect to equipment and parts not manufactured by Badger, the warranty obligations of Badger shall in all respects conform and be limited to the warranty extended to Badger by the supplier.

THE FOREGOING WARRANTIES ARE EXCLUSIVE AND IN LIEU OF ALL OTHER EXPRESS AND IMPLIED WARRANTIES WHATSOEVER, INCLUDING BUT NOT LIMITED TO IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE (except warranties of title).

Any description of the Products, whether in writing or made orally by Badger or Badger's agents, specifications, samples, models, bulletins, drawings, diagrams, engineering sheets or similar materials used in connection with any Customer's order are for the sole purpose of identifying the Products and shall not be construed as an express warranty. Any suggestions by Badger or Badger's agents regarding use, application, or suitability of the Products shall not be construed as an express warranty unless confirmed to be such in writing by Badger.

Exclusion of Consequential Damages and Disclaimer of Other Liability. Badger's liability with respect to breaches of the foregoing warranty shall be limited as stated herein. Badger's liability shall in no event exceed the contract price. **BADGER SHALL NOT BE SUBJECT TO AND DISCLAIMS: (1) ANY OTHER OBLIGATIONS OR LIABILITIES ARISING OUT OF BREACH OF CONTRACT OR OF WARRANTY, (2) ANY OBLIGATIONS WHATSOEVER ARISING FROM TORT CLAIMS (INCLUDING NEGLIGENCE AND STRICT LIABILITY) OR ARISING UNDER OTHER THEORIES OF LAW WITH RESPECT TO PRODUCTS SOLD OR SERVICES RENDERED BY BADGER, OR ANY UNDERTAKINGS, ACTS OR OMISSIONS RELATING THERETO, AND (3) ALL CONSEQUENTIAL, INCIDENTAL, AND CONTINGENT DAMAGES WHATSOEVER.**

Due to continuous research, product improvements and enhancements, Badger Meter reserves the right to change product or system specifications without notice, except to the extent an outstanding contractual obligation exists.

Recordall[®] and Badger[®] are registered trademarks of Badger Meter, Inc.
Itron[®] is a registered trademark of Itron, Inc.

DESCRIPTION

APPLICATIONS: The Itron 60W pit endpoint is designed for submerged pit-set water meter reading applications for use with either the Absolute Digital Encoder (ADE®) or the Recordall® Transmitter Register (RTR®). As an option, the customer may purchase the 60W endpoint directly hardwired to a Badger® encoder register with 5' of wire or with the Itron in-line connector. The 60W enclosure allows the product to be installed below a lid, through a lid, or on a wall mount application with the appropriate installation kit.

The Itron 60W indoor endpoint is designed for remote or integral non-submerged applications for use with Badger's ADE or RTR register. When assembled, the 60W indoor endpoint is provided with a standard cable length of 10' for remote applications or without any exposed wire for indoor integral applications.

OPERATION OVERVIEW: The 60W pit and indoor endpoints are designed to accumulate consumption readings, obtain tamper information, and report potential continuous usage occurrence with bubble up RF technology. Approximately every seven seconds, the 60W endpoint transmits a standard consumption message (SCM) at approximately +10dBm between 910-920 MHz.

The 60W pit and indoor endpoint also provides utilities with the following features:

Leak Detection The 60W endpoint will continually compare readings in the endpoint looking for continuous usage patterns. The 60W provides notification to the meter in its SCM if a zero consumption (equal to previous read) doesn't occur over a period of seven days.

Tamper Indication The 60W provides a cut cable alarm as part of its SCM, if the endpoint is disconnected and cannot communicate with an encoder register over a period of 24 hours.

Reverse Flow The 60W provides reverse flow notification when the stored reading in the transmitter is less than the latest reading provided by the encoder (ADE feature only).

BATTERY LIFE: The 60W pit and indoor endpoint is powered by a non-replaceable long life dual lithium battery pack.

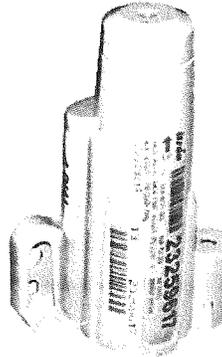
INSTALLATION OPTIONS: The 60W pit endpoint includes integral fasteners for mounting the endpoint below compatible meter pit lids atop either standard-dimension rebar or cable tied to other PVC material. The 60W pit endpoint can also be screw fastened to a flat surface or, by snapping on the optional pit lid adapter, mounted through metal lids with a hole 1 7/8" in diameter.

Rod Mount Adapter Rod mount installation allows the endpoint to be mounted to a 3/8" outside diameter length of pipe or rebar that has been driven into the ground at least 12".

Wall Mount Wall mount installation attaches the endpoint to a wall or other surface with a meter pit.

Pipe Mount The pipe mount allows the 60W endpoint to be installed on a pipe.

Through Lid Used in conjunction with the through lid installation kit, this option allows the 60W endpoint to be mounted through a 1 7/8" hole in a pit lid.



Itron® 60W Pit Endpoint



Itron® 60W Indoor Endpoint

Integral Mount Each RTR and ADE encoder register purchased for connectivity to the 60W endpoint comes with an integral bracket mount assembly built into the register shroud assembly.

The 60W indoor endpoint allows ease of installation in any remote or integral, non-submerged application. 60W remote endpoints are provided with a standard 10' cable that allows the device to be mounted to any non-metallic surface. Additional cable lengths are available upon request.

SPECIFICATIONS

FUNCTIONAL

- Power Source: Two "A" cell lithium batteries rated for 20-year operation
- Meter Register Polling Interval: Hourly
- Operating Temperatures: -40°F to +158°F (-40°C to +70°C)
- Storage Temperatures: -40°C to +75°C for maximum of 1,000 hours
- Humidity Limits: 0 to 100% (submersible, 60W pit endpoint only), 0 to 95% (non-condensing, 60W indoor endpoint only)
- Maximum Register Cable Dimension: 300 feet with Itron-approved cable and splice connectors
- Meter Compatibility: Encoded-register water meters as documented in Itron Water ERT Module Compatibility List

TRANSMISSION PARAMETERS

- Data Message: Multiple RF channel transmissions of meter register value, register communication (cut cable) status, leak and reverse-flow messages broadcast every seven seconds
- Cut Cable/Communication Error Message: Enabled after 24 consecutive, unsuccessful, hourly register communication attempts
- Transmitter Frequencies: 910 – 920 MHz @ +10 dBm (10 milliwatts)



APPROVED READING DEVICES

- Network System: Itron Fixed Network CCU Version4 and Data Repeaters
- Drive-by System: Itron Mobile Collection System and Mobile Field Collector
- Walk-by System: Itron G5R and FC200SR Handheld Computers

DIMENSIONS

60W Pit Endpoint

- Height: 4.5 inches
- Maximum Diameter: - Lower: 2.90 inches
- Upper: Approx. 1.70 inches
- Weight: Approx. 5.5 oz.
- Endpoint Cable Length for Integral: Approx. 11 inches
- Endpoint Cable Length without In-line Connector: 5 feet
- Register Cables for Use with In-line Connector: 5 feet and 20 feet

60W Indoor Endpoint

- Enclosure: 4.5" x 4.5" x 1.75" Box Style
- Cable Length: 10' Standard, other lengths available upon request

MOUNTING OPTIONS

- Custom-fastener slots for future attachment to OEM mounting adapters
- Top-mount to standard 3/8" reinforcing rod (re-bar)
- Wall-mount to suitable backing material with user-supplied mounting screws
- Through meter pit/box lids with optional snap-adaptor and security clamp for 1 7/8" diameter holes up to 2.5" maximum lid thickness
- Side-mount to either 3/4" or 1" PVC pipe via user-supplied plastic cable ties
- Customer supplied fasteners to non-metallic surface

REGULATORY AND STANDARDS

- FCC Part 15.247
- Industry Canada #210, Section 6.2.2(o)

ADE®, RTR®, Recordall®, and Badger® are registered trademarks of Badger Meter, Inc. Itron® is a registered trademark of Itron, Inc.



Please see our website at
www.badgermeter.com
for specific contacts.

Due to continuous research, product improvements and enhancements, Badger Meter reserves the right to change product or system specifications without notice, except to the extent an outstanding contractual obligation exists.



BadgerMeter, Inc.
P.O. Box 245036, Milwaukee, WI 53224-9536
(800) 876-3837 / Fax: (888) 371-5982
www.badgermeter.com

Badger Meter, Inc.

4545 W. Brown Deer Road
Milwaukee, Wisconsin 53223
P.O. Box 245036
Milwaukee, WI 53224-9536 (414) 355-0400



Theresa M. Szafranski, Pamela G. Stokke-Ceci and Sheila Nally are each hereby granted the authority to execute bids, bid-related documents, requests for proposals, contracts and all other related documentation on behalf of Badger Meter, Inc., in accordance with the Resolution adopted by the Board of Directors of Badger Meter, Inc., a copy of which is attached hereto and incorporated by reference as if fully set forth herein. The authority granted hereby shall remain in full force and effect until such time as the successor of any has been appointed and ratified in writing.

Date 7/8/10

Richard A. Meeusen
Chairman, President and Chief Executive Officer



William R. A. Bergum
Vice President - General Counsel & Secretary

Badger Meter, Inc.

4545 W. Brown Deer Road
Milwaukee, Wisconsin 53223
P.O. Box 245036
Milwaukee, WI 53224-9536 (414) 355-0400



C E R T I F I C A T E

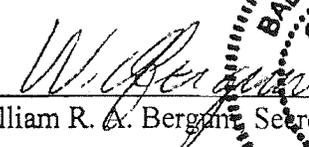
IT IS HEREBY NOW RESOLVED, that the officers listed below, be and are hereby authorized to appoint such person or persons as they shall deem appropriate to execute, amend, and cancel, in the name of Badger Meter, Inc., bids and contracts for the sale of products, distributor or representative agreements, bid bonds, surety bonds, contracts, leases or other documents in the ordinary course of business, and ...

1. Chairman, President and Chief Executive Officer
2. Sr. Vice President -- Finance, Chief Financial Officer and Treasurer
3. Vice President -- General Counsel and Secretary

I certify that the above is a true and correct copy of a resolution adopted by the Board of Directors of Badger Meter, Inc., on November 6, 2009, at which a quorum was present. I further certify that this resolution is in full force and effect as of this date.

7/8/10

Date



William R. A. Bergant, Secretary



**SPECIFICATIONS
COLD WATER METERS
5/8" TO 2" WITH AUTOMATED METER READING ERT MODULES**

1. SCOPE AND SUPPLEMENTAL INSTRUCTIONS

- 1.1 The City of Lincoln intends to contract for the annual supply of various AMR water meters on an as needed basis for the Lincoln Water System.
- 1.2 The City of Lincoln is currently using Badger Recordall® Disc Meters with Badger RTR® and Itron® Integral, Pit ERTs, and Remote ERTs.
- 1.3 The City intends to continue using the same or similar meter reading devices so that consistency and compatibility is maintained with respect to meter installations, meter programming, meter testing, meter reading and billing.
- 1.4 Meters supplied by the contractor shall use Itron® Model 60W (or current acceptable Itron® model) for integral, pit, and Remote ERT modules, **no exceptions**.
- 1.5 For the purpose of establishing grade, quality, capacity, dimensions and required operating characteristics; acceptable meters supplied by the contractor shall be Badger Recordall® Disc Meters with Badger RTR.
 - 1.5.1 The City shall give every consideration to equal equipment so long as meters have the same operating characteristics, accuracy, installation method, reading capabilities, and compatibility with reading software.
 - 1.5.2 Bidders shall fully describe all exceptions to the Technical Specifications and explain how equality to the desired meter is achieved.
- 1.6 Bidder shall submit bid documents and all supporting material via e-bid.
- 1.7 All inquiries regarding these specifications shall be directed via e-mail or faxed request to Bob Walla, Asst. Purchasing Agent (rwalla@lincoln.ne.gov) Or Fax:(402)441-6513.
 - 1.7.1 These inquiries and/or responses shall be distributed to prospective bidders electronically as an addenda.
- 1.8 Term of the contract shall be (2) two years with the option to renew for (1) one additional (2) year term.
 - 1.8.1 The contract unit prices shall remain firm for the first twelve (12) months of the contract.
 - 1.8.2 A request for an increase in pricing following the first twelve months of the contract must be accompanied by a corresponding increase from the manufacturer.
- 1.9 Quantities stated herein represent an estimate for the period of time stated.
 - 1.9.1 Orders shall be placed for actual requirements as needed.
- 1.10 The City reserves the right to award this contract in its entirety or to split the contract among bidders, whichever is in the best interest of the City.

2. TECHNICAL SPECIFICATIONS - METERS

- 2.1 All meters shall be supplied with two (2) sets of bar coded labels for scanning of the water meter serial number.
 - 2.1.1 One label shall be affixed to the case of the water meter, and the other included in the shipping container.
 - 2.1.2 Label shall clearly show meter test results for low, medium, and high flow rates.
- 2.2 Serial number shall be stamped on each casing.
- 2.3 Water meter shall be constructed of water works type cast bronze with not less than 75% copper content.
- 2.4 Water meter housing bottom plates shall be cast bronze.
- 2.5 Water meter case shall be marked with raised characters denoting meter size and direction of water flow.

3. TECHNICAL SPECIFICATIONS - REGISTERS

- 3.1 Straight Reading.
- 3.2 Permanently sealed and waterproof.
- 3.3 Magnetic driven.
- 3.4 Bayonet type mounting and removable without disruption to water meter.
- 3.5 Unit of measure in cubic feet.
- 3.6 Six read wheels with minimum 3/16" high font for numerals.
- 3.7 360° test circle with ten major divisions and ten minor divisions per major division.
- 3.8 Leak detector dial.
- 3.9 Tamper resistant set screw for mounting.
- 3.10 Sealed and moisture proof circuitry.

4. TRADE ALLOWANCE

- 4.1 Bidder shall provide unit pricing for the trade in residual or meter allowance for scrap meters which the City will receive credit for from the Contractor.
- 4.2 It is the intent of the City of Lincoln to purchase additional water meters, water meter parts, or kindred items from the contract vendor with the credits from the trade allowance.
- 4.3 Bidder shall maintain a credit balance for the Lincoln Water System separately for purposes of administering this annual supply contract.
- 4.4 Actual payment for purchases shall reflect unit pricing without trade allowance.
- 4.5 Trade allowances shall be credited to the City of Lincoln upon receipt of used meters by the Contractor.

5. QUALIFICATIONS OF BIDDERS

- 5.1 The bidder may be required before the award of any contract to show to the complete satisfaction of the City of Lincoln that it has the necessary facilities, ability, and financial resources to provide the service specified therein in a satisfactory manner.
 - 5.1.1 The bidder may also be required to give a past history and references in order to satisfy the City in regard to the bidder's qualifications.
 - 5.1.2 The City may make reasonable investigations deemed necessary and proper to determine the ability of the bidder to perform the work, and the bidder shall furnish to the City all information for this purpose that may be requested.
 - 5.1.3 The City reserves the right to reject any bid if the evidence submitted by, or investigation of, the bidder fails to satisfy the City that the bidder is properly qualified to carry out the obligations of the contract and to complete the work described therein.
- 5.2 Evaluation of the bidder's qualifications shall include:
 - 5.2.1 The ability, capacity, skill, and financial resources to perform the work or provide the product or services required.
 - 5.2.2 The ability of the bidder to perform the work or provide the product or services within the time specified, without delay or interference.
 - 5.2.3 The character, integrity, reputation, judgment, experience and efficiency of the bidder.
 - 5.2.4 The quality of performance of previous contracts or services.

6. ASSIGNMENT

- 6.1 The contractor shall not assign, transfer, convey, sublet, or otherwise dispose of any award or any or all of its rights, title, or interest therein, or delegate the duties hereunder without the prior written consent of the City.

7. **WARRANTY**

- 7.1 Warranties to include replacement parts, labor, testing, or any combination thereof.
 - 7.1.1 Replacement and reworked meters and parts replaced under the warranty program shall meet new meter accuracy and parts requirements.
- 7.2 All equipment and products supplied shall be free of defects in materials and workmanship for a minimum period of one (1) year.
- 7.3 Meter housings shall be warranted to retain structural integrity for a minimum period of thirty (30) years.
- 7.4 Meter registers shall be warranted to function for a minimum period of ten (10) years.
- 7.5 Meter remote registers shall be warranted to function for a minimum period of five (5) years.
- 7.6 Itron® ERTS shall be warranted separately by Itron® to function for a minimum period of ten (10) years.
 - 7.6.1 All warranty claims shall be made through the Contractor.
- 7.7 5/8" - 1" meters shall be warranted to retain AWWA C700-95 reading accuracies for a minimum period of five (5) years.

8. **KINDRED ITEMS**

- 8.1 Kindred items included in the annual supply agreement may include Integral ERTs, registers, miscellaneous meter parts, mounting hardware and piping, field programmers, meter reading data collectors, meter installation services and other necessary equipment or services for use in the City's AMR replacement and maintenance program.

**Advertise 1 time
Wednesday, June 23, 2010**

**City of Lincoln/Lancaster County
Purchasing Division
NOTICE TO BIDDERS**

Sealed bids will be received by the Purchasing Agent of the City of Lincoln/Lancaster County, Nebraska
BY ELECTRONIC BID PROCESS until: 12:00 pm, Friday, July 09, 2010 for providing the following:

**Annual Supply of
Cold Water Meters
Bid No. 10-128**

Bidders must be registered on the City/County's E-Bid site in order to respond to the above Bid. To Register go to: lincoln.ne.gov (type: e-bid - in search box, then click "Supplier Registration")

Upon e-mail notification of registration approval, you may go to the E-Bid site to respond to this bid. Questions concerning this bid process may be directed to City/County Purchasing at (402) 441-8314 or (402) 441-7410 or vmejer@lincoln.ne.gov

INSTRUCTIONS TO BIDDERS

CITY OF LINCOLN, NEBRASKA

E-Bid

1. BIDDING PROCEDURE

- 1.1 Sealed bid, formal and informal, subject to Instructions and General Conditions and any special conditions set forth herein, will be received in the office of the Purchasing Division, 440 So. 8th St., Lincoln, NE 68508, until the bid closing date and time indicated for furnishing the City of Lincoln, hereinafter referred to as "City", the materials, supplies, equipment or services shown in the electronic bid request.
- 1.2 Bidders shall use the electronic bid system for submitting bids and must complete all required fields.
- 1.3 Identify the item you will furnish by brand or manufacturer's name and catalog numbers. Also furnish specifications and descriptive literature if not bidding the specific manufacturer or model as listed in the specifications.
- 1.4 Any person submitting a bid for a firm, corporation, or other organization must show evidence of his authority so to bind such firm, corporation, or organization.
- 1.5 Bids received after the time and date established for receiving bids will be rejected.
- 1.6 The Bidders and public are invited, but not required, to attend the formal opening of bids. At the opening, prices will be displayed electronically and/or read aloud to the public. The pricing is also available for immediate viewing on-line. No decisions related to an award of a contract or purchase order will be made at the opening.
- 1.7 If bidding on a construction contract, the City's Standard Specifications for Municipal Construction 2006 shall apply.
 - 1.7.1 Bidders may obtain this document from the City's Design Engineering Division of the Public Works & Utilities Department for a small fee.
 - 1.7.2 Said document can be reviewed at Design Engineering or at the office of the Purchasing Division.
 - 1.7.3 Said document is available on the web site.
<http://www.lincoln.ne.gov/city/pworks/engine/dconst/standard/stdspec/index.htm>

2. BID SECURITY

- 2.1 Bid security, as a guarantee of good faith, in the form of a certified check, cashier's check, or bid bond, may be required to be submitted with this bidding document, as indicated on the bid.
 - 2.1.1 Bid security, if required, shall be in the amount specified on the bid. The bid security must be scanned and attached to the "Response Attachments" section of your response or it can be faxed to the Purchasing Division at 402-441-6513. The original bid security should then be sent or delivered to the office of the Purchasing Division, 440 S. 8th St., Ste. 200, Lincoln, NE 68508 within three (3) days of bid closing.
 - 2.1.2 If bid security is not received in the office of the Purchasing Division as stated above, the vendor may be determined to be non-responsive.
- 2.2 If alternates are submitted, only one bid security will be required, provided the bid security is based on the amount of the highest gross bid.
- 2.3 Such bid security will be returned to the unsuccessful Bidders when the award of bid is made.
- 2.4 Bid security will be returned to the successful Bidder(s) as follows:
 - 2.4.1 For single order bids with specified quantities: upon the delivery of all equipment or merchandise, and upon final acceptance by the City.
 - 2.4.2 For all other contracts: upon approval by the City of the executed contract and bonds.
- 2.5 City shall have the right to retain the bid security of Bidders to whom an award is being considered until either:
 - 2.5.1 A contract has been executed and bonds have been furnished.
 - 2.5.2 The specified time has elapsed so that the bids may be withdrawn.
 - 2.5.3 All bids have been rejected.
- 2.6 Bid security will be forfeited to the City as full liquidated damages, but not as a penalty, for any of the following reasons, as pertains to this bidding document:
 - 2.6.1 If the Bidder fails or refuses to enter into a contract on forms provided by the City, and/or if the Bidder fails to provide sufficient bonds or insurance within the time period as established in this bidding document.

3. BIDDER'S REPRESENTATION

- 3.1 Each Bidder by electronic signature and submitting a bid, represents that the Bidder has read and understands the bidding documents, and the bid has been made in accordance therewith.
- 3.2 Each Bidder for services further represents that the Bidder has examined and is familiar with the local conditions under which the work is to be done and has correlated the observations with the requirements of the bidding documents.

4. CLARIFICATION OF BIDDING DOCUMENTS

- 4.1 Bidders shall promptly notify the Purchasing Agent of any ambiguity, inconsistency or error which they may discover upon examination of the bidding documents.
- 4.2 Bidders desiring clarification or interpretation of the bidding documents for formal bids shall make a written request which must reach the Purchasing Agent at least five (5) calendar days prior to the date and time for receipt of formal bids.
- 4.3 Changes made to the bidding documents will be issued electronically. All vendors registered for that bid will be notified of the addendum. Subsequent Bidders will only receive the bid with the addendum included.
- 4.4 Oral interpretations or changes to the bidding documents made in any manner other than written form will not be binding on the City; and Bidders shall not rely upon such interpretations or changes.

5. ADDENDA

- 5.1 Addenda are instruments issued by the City prior to the date for receipt of bids which modify or interpret the bidding document by addition, deletion, clarification or correction.
- 5.2 Addenda notification will be made available to all registered vendors immediately via e-mail for inspection on-line.
- 5.3 No formal addendums will be issued later than forty-eight (48) hours prior to the date and time for receipt of formal bids, except an addendum withdrawing the invitation to bid, or an addendum which includes postponement of the bid.

6. INDEPENDENT PRICE DETERMINATION

- 6.1 By signing and submitting this bid, the Bidder certifies that the prices in this bid have been arrived at independently, without consultation, communication or agreement, for the purpose of restricting competition, as to any matter relating to such prices with any other Bidder or with any competitor; unless otherwise required by law, the prices which have been quoted in this bid have not been knowingly disclosed by the Bidder prior to bid opening directly or indirectly to any other Bidder or to any competitor; no attempt has been made, or will be made, by the Bidder to induce any person or firm to submit, or not to submit, a bid for the purpose of restricting competition.

7. ANTI-LOBBYING PROVISION

- 7.1 During the period between the bid advertisement date and the contract award, Bidders, including their agents and representatives, shall not lobby or promote their bid with the Mayor, any member of the City Council, or City staff except in the course of City sponsored inquiries, briefings, interviews, or presentations, unless requested by the City.

8. BRAND NAMES

- 8.1 Wherever in the specifications or bid that brand names, manufacturer, trade name, or catalog numbers are specified, it is for the purpose of establishing a grade or quality of material only; and the term "or equal" is deemed to follow.
- 8.2 It is the Bidder's responsibility to identify any alternate items offered in the bid, and prove to the satisfaction of the City that said item is equal to, or better than, the product specified.
- 8.3 Bids for alternate items shall be stated in the appropriate space on the e-bid form, or if the proposal form does not contain blanks for alternates, Bidder MUST attach to its bid document on Company letterhead a statement identifying the manufacturer and brand name of each proposed alternate, plus a complete description of the alternate items including illustrations, performance test data and any other information necessary for an evaluation.
- 8.4 The Bidder must indicate any variances by item number from the bidding document no matter how slight.
- 8.5 If variations are not stated in the bid, it will be assumed that the item being bid fully complies with the City's bidding documents.

9. DEMONSTRATIONS/SAMPLES

- 9.1 Bidders shall demonstrate the exact item(s) proposed within seven (7) calendar days from receipt of such request from the City.
- 9.2 Such demonstration can be at the City delivery location or a surrounding community.
- 9.3 If items are small and malleable, the Bidder is proposing an alternate product, the Bidder shall supply a sample of the exact item. Samples will be returned at Bidder's expense after receipt by the City of acceptable goods. The Bidder must indicate how samples are to be returned.

10. DELIVERY (Non-Construction)

- 10.1 Each Bidder shall state on the bid the date upon which it can make delivery of all equipment or merchandise.
- 10.2 The City reserves the right to cancel orders, or any part thereof, without obligation, if delivery is not made within the time(s) specified on the bid.
- 10.3 All bids shall be based upon **inside** delivery of the equipment/ merchandise F.O.B. to the City at the location specified by the City, with all transportation charges paid.
- 10.4 At the time of delivery, a designated City of Lincoln employee will sign the invoice/packing slip. The signature will only indicate that the order has been received and the items actually delivered agree with the delivery invoice. This signature does not indicate all items met specifications, were received in good condition and/or that there is not possible hidden damage or shortages.

11. WARRANTIES, GUARANTEES AND MAINTENANCE

- 11.1 Copies of the following documents, if requested, shall accompany the bid proposal for all items being bid:
 - 11.1.1 Manufacturer's warranties and/or guarantees.
 - 11.1.2 Bidder's maintenance policies and associated costs.
- 11.2 As a minimum requirement of the City, the Bidder will guarantee in writing that any defective components discovered within a one (1) year period after the date of acceptance shall be replaced at no expense to the City. Replacement parts of defective components shall be shipped at no cost to the City. Shipping costs for defective parts required to be returned to the Bidder shall be paid by the Bidder.

12. ACCEPTANCE OF MATERIAL

- 12.1 All components used in the manufacture or construction of materials, supplies and equipment, and all finished materials, shall be new, the latest make/model, of the best quality, and the highest grade workmanship.
- 12.2 Material delivered under this proposal shall remain the property of the Bidder until:
 - 12.2.1 A physical inspection and actual usage of the material is made and found to be acceptable to the City; and
 - 12.2.2 Material is determined to be in full compliance with the bidding documents and accepted bid.
- 12.3 In the event the delivered material is found to be defective or does not conform to the bidding documents and accepted bid, the City reserves the right to cancel the order upon written notice to the Bidder and return materials to the Bidder at Bidder's expense.
- 12.4 Awarded Bidder shall be required to furnish title to the material, free and clear of all liens and encumbrances, issued in the name of the City of Lincoln, Nebraska, as required by the bidding documents or purchase orders.
- 12.5 Awarded Bidder's advertising decals, stickers or other signs shall not be affixed to equipment. Vehicle mud flaps shall be installed blank side out with no advertisements. Manufacturer's standard production forgings, stampings, nameplates and logos are acceptable.

13. BID EVALUATION AND AWARD

- 13.1 The electronic signature shall be considered an offer on the part of the Bidder. Such offer shall be deemed accepted upon issuance by the City of purchase orders, contract award notifications, or other contract documents appropriate to the work.
- 13.2 No bid shall be modified or withdrawn for a period of ninety (90) calendar days after the time and date established for receiving bids, and each Bidder so agrees in submitting the bid.
- 13.3 In case of a discrepancy between the unit prices and their extensions, the unit prices shall govern.
- 13.4 The bid will be awarded to the lowest responsible, responsive Bidder whose bid will be most advantageous to the City, and as the City deems will best serve the requirements and interests of the City.
- 13.5 The City reserves the right to accept or reject any or all bids; to request rebids; to award bids item-by-item, with or without alternates, by groups, or "lump sum"; to waive minor irregularities in bids; such as shall best serve the requirements and interests of the City.
- 13.6 In order to determine if the Bidder has the experience, qualifications, resources and necessary attributes to provide the quality workmanship, materials and management required by the plans and specifications, the Bidder may be required to complete and submit additional information as deemed necessary by the City. Failure to provide the information requested to make this determination may be grounds for a declaration of non-responsive with respect to the Bidder.
- 13.7 The City reserves the right to reject irregular bids that contain unauthorized additions, conditions, alternate bids, or irregularities that make the bid incomplete, indefinite or ambiguous.
- 13.8 Any governmental agency may piggyback on any contract entered into from this bid.

14. INDEMNIFICATION

- 14.1 The Bidder shall indemnify and hold harmless the City of Lincoln, Nebraska from and against all losses, claims, damages, and expenses, including, attorney's fees arising out of or resulting from the performance of the contract that results in bodily injury, sickness, disease, death, or to injury to or destruction of tangible property, including the loss of use resulting therefrom and is caused in whole or in part by the Bidder, any subcontractor, any directly or indirectly employed by any of them or anyone for whose acts any of them may be liable. This section will not require the Bidder to indemnify or hold harmless the City of Lincoln for any losses, claims damages, and expenses arising out of or resulting from the sole negligence of the City of Lincoln, Nebraska.
- 14.2 In any and all claims against the City or any of its members, officers or employees by an employee of the Bidder, any subcontractor, anyone directly or indirectly employed by any of them or by anyone for whose acts made by any of them may be liable, the indemnification obligation under paragraph 14.1 shall not be limited in any way by any limitation of the amount or type of damages, compensation or benefits payable by or for the Bidder or any subcontractor under workers' compensation acts, disability benefit acts or other employee benefit acts.

15. **TERMS OF PAYMENT**

15.1 Unless stated otherwise, the City will begin processing payment within thirty (30) calendar days after all labor has been performed and all equipment or other merchandise has been delivered, and all such labor and equipment and other materials have met all contract specifications.

16. **LAWS**

16.1 The laws of the State of Nebraska shall govern the rights, obligations, and remedies of the parties under this bid and any contract reached as a result of this process.
16.2 Bidder agrees to abide by all applicable local, state and federal laws and regulations concerning the handling and disclosure of private and confidential information concerning individuals and corporations as to inventions, copyrights, patents and patent rights.

17. **EQUIPMENT TAX ASSESSMENT**

17.1 Any bid for public improvement shall comply with Nebraska Revised Statute Sections 77-1323 and 77-1324. Indicating; every person, partnership, limited liability company, association or corporation furnishing labor or material in the repair, alteration, improvement, erection, or construction of any public improvement shall sign a certified statement which will accompany the contract. The certified statement shall state that all equipment to be used on the project, except that acquired since the assessment date, has been assessed for taxation for the current year, giving the county where assessed.

18. **AFFIRMATIVE ACTION**

18.1 The City of Lincoln Purchasing Division provides equal opportunity for all Bidders and encourages minority businesses and women's business enterprises to participate in our bidding process per the Lincoln Municipal Code Chapter 11.

19. **LIVING WAGE**

19.1 The Bidders agree to pay all employees employed in the performance of this contract, a base wage of not less than the City Living Wage per section 2.81 of the Lincoln Municipal Code. This wage is subject to change every July.

20. **INSURANCE**

20.1 All Bidders shall take special notice of the insurance provisions required for all City contracts (see *Insurance Requirements for All City Contracts*).

21. **EXECUTION OF AGREEMENT**

21.1 Depending on the type of service provided, one of the following three (3) methods will be employed. The method applicable to this contract will be checked below:

- a. The contract shall consist of a **PURCHASE ORDER** and a copy of the Bidder's bid response (or referenced bid number) attached and that the same, in all particulars, becomes the agreement and contract between the parties hereto: that both parties thereby accept and agree to the terms and conditions of said bid documents. Items not awarded, if any, have been deleted.
- b. The contract shall consist of a **YEARLY AGREEMENT** and a copy of the Bidder's bid response attached and that the same, in all particulars, becomes the agreement and contract between the parties hereto. That both parties thereby accept and agree to the terms and conditions of said bid documents. Items not awarded, if any, have been deleted.
- c. Three (3) copies of the **CONTRACT**, unless otherwise noted.
 - 1. City will furnish three (3) copies of the Contract to the successful Bidder who shall prepare attachments as required. Insurance as evidenced by a Certificate of Insurance, surety bonds properly executed, and Contract signed with the date of signature shall be attached.
 - 2. The prepared documents shall be delivered to the City within 10 days (unless otherwise noted).
 - 3. The City will sign the Contract, insert the date of signature at the beginning of the Contract, prepare an Executive Order to go the Mayor for signature.
 - 4. Upon approval and signature from the Mayor, the City will return one copy to the successful Bidder.

22. **TAXES AND TAX EXEMPTION CERTIFICATE**

22.1 The City is generally exempt from any taxes imposed by the state or federal government. A Tax Exemption Certificate will be provided as applicable.

23. **CITY AUDIT ADVISORY BOARD**

23.1 All parties of any City agreement shall be subject to audit pursuant to Chapter 4.66 of the Lincoln Municipal Code and shall make Available to a contract auditor, as defined therein, copies of all financial and performance related records and materials germane to the contract/order, as allowed by law.

24. **E-VERIFY**

24.1 In accordance with Neb. Rev. Stat. 4-108 through 4-114, the contractor agrees to register with and use a federal immigration verification system, to determine the work eligibility status of new employees performing services within the state of Nebraska. A federal immigration verification system means the electronic verification of the work authorization program of the Illegal Immigration Reform and Immigrant Responsibility Act of 1996, 8 U.S.C. 1324 a, otherwise known as the E-Verify Program, or an equivalent federal program designated by the United States Department of Homeland Security or other federal agency authorized to verify the work eligibility status of a newly hired employee pursuant to the Immigration Reform and Control Act of 1986. The Contractor shall not discriminate against any employee or applicant for employment to be employed in the performance of this section pursuant to the requirements of state law and 8 U.S.C.A 1324b. The contractor shall require any subcontractor to comply with the provisions of this section. For information on the E-Verify Program, go to www.uscis.gov/everify.