

**CONTRACT DOCUMENTS**

**CITY OF LINCOLN  
NEBRASKA**

**ANNUAL SUPPLY  
OF  
Fire Service Meters, 6" - 10"  
Bid No. 14-244**

**Badger Meter, Inc.  
Box 88223  
Milwaukee, WI 53288-0223  
(800)876-3837 Ext 15728**

**CITY OF LINCOLN  
CONTRACT TERMS**

THIS CONTRACT, made and entered into by and between Badger Meter, Inc., 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:

**Annual Supply of Fire Service Meters, 6" - 10", Bid No. 14-244**

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, which includes trade-in allowance**

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:

**The City will pay for products/service, according to the Line Item pricing as listed in Contractors 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. The total cost of products or services for City departments shall not exceed \$246,000.00 during the contract term without approval.**

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. Period of Performance. This Contract shall be effective upon execution by both parties. The term of the Contract shall be a one (1) year term with option to renew for three (3) additional one (1) year terms.
8. The Contract Documents comprise the Contract, and consist of the following:
  1. Contract Terms
  2. Accepted Proposal/Supplier Response
  3. Special Provisions
  4. Specifications
  5. Technical Specifications
  6. Instructions to Bidders
  7. Sales Tax Exemption Form 13

The herein above mentioned Contract Documents form this Contract and are a part of the Contract as if hereto attached.

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 Clerk

*Theresa M. Szafanski*



CITY OF LINCOLN, NEBRASKA

Chris Bautler, Mayor

*[Signature]*

Approved by:

Approved by Executive No.

087713

dated

11-20-14

**EXECUTION BY CONTRACTOR**

IF A CORPORATION:

ATTEST:

Asst. Secretary

*Dawn M. O'Neill* (SEAL)

BADGER METER, INC.

Name of Corporation

4545 W. Brown Deer Rd., Milwaukee, WI

(Address)

By:

*Theresa M. Szafanski*

Duly Authorized Official Theresa M. Szafanski

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	Sharon R. Mulder Asst Purchasing Agent	Address	Purchasing 440 S. 8th St. Lincoln, NE 68508	Address	Water System 2021 N. 27th st. Lincoln, NE 68503
Email	smulder@lincoln.ne.gov	Contact	Sharon Mulder Asst. Purchasing Agent	Contact	
Phone	(402) 441-7428			Department	
Fax	(402) 441-6513			Building	
Bid Number	14-244	Department		Floor/Room	
Title	Annual Supply of Fire Service Meters	Building	Suite 200	Telephone	
Bid Type	Bid	Floor/Room		Fax	
Issue Date	10/02/2014	Telephone	1 (402) 441-7428	Email	
Close Date	10/16/2014 12:00:00 PM CT	Fax	1 (402) 441-6513		
Need by Date		Email	smulder@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 **10/16/2014 9:53:13 AM CT**  
 Total **\$246,000.00**

Signature Theresa M. Szafranski

Email [bids@badgermeter.com](mailto:bids@badgermeter.com)

### Supplier Notes

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### Bid Notes

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### Bid Activities

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### Bid Messages

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Please review the following and respond where necessary

#	Name	Note	Response
1	Instructions to Bidders	I acknowledge reading and understanding the Instructions to Bidders.	Yes
2	Sample Contract	I acknowledge reading and understanding the sample contract.	Yes
3	Specifications	I acknowledge reading and understanding the specifications.	Yes
4	Bid Documents	I acknowledge and accept that it is my responsibility as a Bidder to promptly notify the Purchasing Department Staff prior to the close of the bid of any ambiguity, inconsistency or error which I may discover upon examination of the bid documents including, but not limited to the Specifications.	Yes
5	Purchase Order and Delivery Contact	The City/County Purchasing Department issues Purchase Orders via email to a designated contact person of the awarded Vendor. This designee will be the primary contact with the department through the delivery of the product/services. Please list the name, email address and phone number of the person who will be the contact person for the PO to be awarded.	Theresa M. Szafranski, Assistant Secretary, bids@badgermeter.com, 800-876-3837x15896
6	Delivery	State number of delivery days ARO. FOB to the City/County at the location specified with all transportation charges paid.	See attached delivery notes
7	Kindred Pricing	Kindred pricing for City, i.e., list percent off, catalog number, or other method approved by City.	15%, see parts list attached (UTL-PL-00047-EN-03 (JAN 2014))
8	Contact	Name of person submitting this bid:	Theresa M. Szafranski
9	Renewal is an Option	Contract Extension Renewal is an option.	Yes
10	Special Provision Term Contract Provisions	I acknowledge reading and understanding the Special Provision Term Contract Provisions.	Yes
11	Term Clause of Contract	I acknowledge that the term of the contract is for a one (1) year term with the option for three (3) additional one (1) year renewals from the date of the executed contract. (a) Are your bid prices firm for the first one (1) year contract period. YES or NO (b) Are your bid prices subject to escalation/de-escalation YES or NO (c) If (b), state period for which prices will remain firm: through _____	a) Yes b) Yes based on Producer Price Index for Totalizing fluid meters and counting devices, August 2014 index of 169.1 c) one year from date of award
12	Warranty	I acknowledge that I have attached a statement from Iron warranting end point batteries meeting the requirements of the Technical Specifications.	Yes
13	Electronic Signature	Please check here for your electronic signature.	Yes

**Line Items**

#	Qty	UOM	Description	Response
1	10	EA	6" Fire Service Meter with pit type Itron® Model 100 Endpoint	\$6,100.00

Item Notes: For new meters Quantity is an approximate number for the year.

Supplier Notes: 6"FSAA with 2"M170 bypass, (2) RTR registers, & (2) 100WP+ Itron ERTs

DELIVERY: Up to 4 units every 32 days after receipt of order.

Item Attributes: Please review the following and respond where necessary

#	Name	Note	Response
1	Manufacturer and Model No.	Please provide Manufacturer and Model No. of product bidding.	Badger Meter/FSAA
2	Trade Allowance	Unit Price Trade Allowance	20.00 bypass only
3	Net Price	New Unit Price with trade allowance (example: New price 6080.00 = \$28.00, trade allowance = \$4.00 so Net price = \$24.00 (This is the number requested here).	

2	10	EA	8" Fire Service Meter with pit type Itron® Model 100 Endpoint	\$8,100.00
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Item Notes: For new meters Quantity is an approximate number for the year.

Supplier Notes: 8"FSAA with 2"M170 bypass, (2) RTR registers, & (2) 100WP+ Itron ERTs

DELIVERY: Up to 4 units every 32 days after receipt of order.

Item Attributes: Please review the following and respond where necessary

#	Name	Note	Response
1	Manufacturer and Model No.	Please provide Manufacturer and Model No. of product bidding.	Badger Meter/FSAA
2	Trade Allowance	Unit Price Trade Allowance	20.00 bypass only
3	Net Price	New Unit Price with trade allowance (example: New price 8080.00 = \$28.00, trade allowance = \$4.00 so Net price = \$24.00 (This is the number requested here).	

3	10	EA	10" Fire Service Meter with pit type Itron® Model 100 Endpoint	\$10,400.00
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Item Notes: For new meters Quantity is an approximate number for the year.

Supplier Notes: 10"FSAA with 2"M170 bypass, (2) RTR registers, & (2) 100WP+ Itron ERTs

DELIVERY: Up to 2 units every 30 days after receipt of order.

Item Attributes: Please review the following and respond where necessary

#	Name	Note	Response
1	Manufacturer and Model No.	Please provide Manufacturer and Model No. of product bidding.	Badger Meter/FSAA

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2	Trade Allowance	Unit Price Trade Allowance	20.00 bypass only
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3	Net Price	New Unit Price with trade allowance (example: New price = \$28.00, trade allowance = \$4.00 so Net price = \$24.00 (This is the number requested here).	10380.00
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4	1	EA	Price deduct/add for remote type Itron® Model 100 Endpoint per meter	\$0.00
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Item Notes: Price would be per each meter.

Supplier Notes: Remote type Itron® Model 100 Endpoint per meter at no additional charge.

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Response Total:	\$246,000.00
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Meets Specs		Technical Specifications Fire Service Meters 6" – 10"																			
		<b>10.0 Performance and Standards</b>																			
Yes	No	10.1 Meters shall have the following operating performance requirements:																			
		<table border="1"> <thead> <tr> <th>Meter Size</th> <th>Operating Range 98.5% - 101.5% Accuracy</th> <th>Low Flow Registration @ % Accuracy</th> <th>Max. Continuous Flow</th> </tr> </thead> <tbody> <tr> <td>6-inch</td> <td>2.5 - 2500 gpm</td> <td>1.5 gpm @ 95% min.</td> <td>2000 gpm</td> </tr> <tr> <td>8-inch</td> <td>2.5 - 4500 gpm</td> <td>1.5 gpm @ 95% min.</td> <td>3500 gpm</td> </tr> <tr> <td>10-inch</td> <td>2.5 - 7000 gpm</td> <td>1.5 gpm @ 95% min.</td> <td>5500 gpm</td> </tr> </tbody> </table>				Meter Size	Operating Range 98.5% - 101.5% Accuracy	Low Flow Registration @ % Accuracy	Max. Continuous Flow	6-inch	2.5 - 2500 gpm	1.5 gpm @ 95% min.	2000 gpm	8-inch	2.5 - 4500 gpm	1.5 gpm @ 95% min.	3500 gpm	10-inch	2.5 - 7000 gpm	1.5 gpm @ 95% min.	5500 gpm
		Meter Size	Operating Range 98.5% - 101.5% Accuracy	Low Flow Registration @ % Accuracy	Max. Continuous Flow																
		6-inch	2.5 - 2500 gpm	1.5 gpm @ 95% min.	2000 gpm																
		8-inch	2.5 - 4500 gpm	1.5 gpm @ 95% min.	3500 gpm																
10-inch	2.5 - 7000 gpm	1.5 gpm @ 95% min.	5500 gpm																		
Exceptions:																					
10.2 Minimum cross over accuracy of 97% for all compound meter sizes.																					
Exceptions:																					
Yes	No	10.3 All meters shall comply with the latest revision of AWWA C703 for positive displacement type, magnetically driven, cold water meter.																			
Exceptions:																					
Yes	No	10.4 Water Meters shall meet or exceed new meter accuracy standards set forth in the latest revision of AWWA Standard C703 for displacement type, magnetically driven, cold water meter.																			
Exceptions:																					
Yes	No	10.5 All materials and components used in the manufacturer of the meters shall comply with all applicable AWWA standards and the Safe Drinking Water Act.																			
Exceptions:																					
Yes	No	10.6 Meters shall be constructed of "No Lead" brass alloy in compliance of Federal Public Law 11-380.																			
Exceptions:																					
Yes	No	10.7 Operating principal shall be low flows are measured by positive displacement, nutating disk design and high flows are measured by a turbine meter. Low and high flows are defined as below or above the specified cross over flow rate.																			
Exceptions:																					
Yes	No	10.8 Spring loaded cross over valve actuated without the use of weights.																			
Exceptions:																					

Meets Specs		Technical Specifications Fire Service Meters 6" – 10"
<input checked="" type="radio"/>	No	10.9 Low flow registration shall be 10 cubic feet  Exceptions:
<input checked="" type="radio"/>	No	10.10 High flow registration shall be 100 cubic feet for 6 to 10-inch meters  Exceptions:
<input checked="" type="radio"/>	No	10.11 Meters shall be delivered complete with pit type Itron® Model 100 endpoint direct wired to meter register unless separate remote type endpoints are requested.  Exceptions:
<input checked="" type="radio"/>	No	10.12 Itron® endpoint shall be factory programmed in accordance to LWS specifications using Itron® endpoint programming software  Exceptions:
<input checked="" type="radio"/>	No	10.13 All measuring elements of the meter including the registers cross over valve and turbine shall be field serviceable and replaceable without removal of the meter.  Exceptions:
		<b>11.0 Meters</b>
<input checked="" type="radio"/>	No	11.1 All meters shall be supplied with two (2) sets of bar coded labels for scanning of the water meter serial number.  Exceptions:
<input checked="" type="radio"/>	No	11.1.1 One label shall be affixed to the case of the water meter, and the other included in the shipping container.  Exceptions:
<input checked="" type="radio"/>	No	11.1.2 Label shall clearly show meter test results for low, medium and high flow rates.  Exceptions:
<input checked="" type="radio"/>	No	11.2 All meters shall be supplied with one (1) bar coded test result label affixed to meter body showing low, medium and high flow test results in % of actual flow rate.  Exceptions:

Meets Specs		Technical Specifications Fire Service Meters 6" – 10"	
<input checked="" type="radio"/>	No	11.3	Serial number shall be stamped on each casing.  Exceptions:
<input checked="" type="radio"/>	No	11.4	Water meter shall be marked as "No Lead", "NL" or other proprietary marking to indicated compliance with Federal Public Law 11-380  Exceptions:
Yes	No	11.5	Water meter housing bottom plate shall be constructed of "No Lead" brass alloy in compliance to Federal Public Law 11-380 and attached to meter housing using a minimum of five (5) stainless steel bolts  Exceptions: NO BOTTOM PLATES ARE BEING BID
<input checked="" type="radio"/>	No	11.6	Water meter case shall be marked with raised characters denoting meter size, meter, model and direction of water flow.  Exceptions:
<input checked="" type="radio"/>	No	11.7	Meters shall be capable of a maximum operating pressure of 175 psi without damage or leakage.  Exceptions:
<input checked="" type="radio"/>	No	11.8	Metering chamber shall be constructed of corrosion resistant polymer material.  Exceptions:
<input checked="" type="radio"/>	No	11.9	All other metallic meter components shall be stainless steel.  Exceptions:
<input checked="" type="radio"/>	No	11.10	Flanged inlet and outlets, Class 150  Exceptions:
		12.0	<b>Strainer</b>
<input checked="" type="radio"/>	No	12.1	Strainer shall have an effective straining areas of at least six (6) times the open area of the inlet pipe  Exceptions:
<input checked="" type="radio"/>	No	12.2	Maximum head loss across the strainer shall be 4 psi at the safe maximum rated capacity  Exceptions:

Meets Specs		Technical Specifications Fire Service Meters 6" – 10"	
<input checked="" type="radio"/>	No	12.3	Strainers body shall be ductile iron or epoxy-coated steel with removable lid to provide easy access for cleaning or service  Exceptions:
<input checked="" type="radio"/>	No	12.4	Strainer screen or basket shall be stainless steel.  Exceptions:
		<b>13.0</b>	<b>Low Flow and High Flow Registers</b>
<input checked="" type="radio"/>	No	13.1	Pulse type, mechanical encoder register providing minimum measurement resolution of 1 cubic feet per pulse.  Exceptions:
<input checked="" type="radio"/>	No	13.2	Straight reading.  Exceptions:
<input checked="" type="radio"/>	No	13.3	Permanently sealed and waterproof.  Exceptions:
<input checked="" type="radio"/>	No	13.4	Magnetic driven.  Exceptions:
<input checked="" type="radio"/>	No	13.5	Bayonet type mounting and removable without disruption to water meter.  Exceptions:
<input checked="" type="radio"/>	No	13.6	Unit of measure and visual register reading in cubic feet.  Exceptions:
<input checked="" type="radio"/>	No	13.7	Read wheels with minimum 3/16" high font for numerals with white read wheels for 100 cubic feet increments and larger and black read wheels for ten (10) cubic feet increments and smaller.  Exceptions:
<input checked="" type="radio"/>	No	13.7.1	Low flow registration shall have 6 moving dials and 1 stationary dial with a registration capacity of 9,999,999 cubic feet.  Exceptions:

Meets Specs		Technical Specifications Fire Service Meters 6" – 10"
<input checked="" type="radio"/>	No	13.7.2 High flow registration shall have a total of 6 moving dials and 2 stationary dials with a registration capacity of 99,999,999 cubic feet.  Exceptions:
<input checked="" type="radio"/>	No	13.8 360° test circle with ten major divisions and ten minor divisions per major division.  Exceptions:
<input checked="" type="radio"/>	No	13.8.1 Low flow register shall have a sweep hand registration of ten (10) cubic feet  Exceptions:
<input checked="" type="radio"/>	No	13.8.2 High flow register shall have a sweep hand registration of one hundred (100) cubic feet.  Exceptions:
<input checked="" type="radio"/>	No	13.9 Leak detector dial.  Exceptions:
<input checked="" type="radio"/>	No	13.10 Tamper resistant set screw for mounting.  Exceptions:
<input checked="" type="radio"/>	No	13.11 Sealed and moisture proof circuitry.  Exceptions:
<input checked="" type="radio"/>	No	13.12 Register factory mounted using tamper resistant seal screw unless specified by City.  Exceptions:
<input checked="" type="radio"/>	No	13.13 Registers shall not be marked with meter serial number.  Exceptions:
<input checked="" type="radio"/>	No	13.14 Each meter supplied under these specifications must be tested for registration accuracy at flow rate and test flow quantities in accordance with AWWA C703.
<input checked="" type="radio"/>	No	13.15 The Manufacturer must furnish a certificate showing that each meter has been tested for accuracy of registration and that it complies with accuracy and capacity requirements of AWWA C703 when tested in accordance with AWWA Manual, M6.

Meets Specs		Technical Specifications Fire Service Meters 6" – 10"	
		<b>14.0</b>	<b>Itron® Model 100 Endpoint</b>
<input checked="" type="radio"/>	No	14.1	Permanently stamped serial number on side of pit type endpoint  Exceptions:
<input checked="" type="radio"/>	No	14.2	Bar coded serial number label on top of one side of pit type endpoint  Exceptions:
<input checked="" type="radio"/>	No	14.3	"P" designation clearly marked to indicate pulse type endpoint  Exceptions:
<input checked="" type="radio"/>	No	14.4	Label showing "number of dials" programming setup.  Exceptions:
Yes	<input checked="" type="radio"/>	14.5	Low flow registers shall be programmed as a 5 dial register to begin reading at the 100 cubic foot dial  The RTR has an output equal to 1/10th of the meter test circle Exceptions: with the characteristics of an open drain FET.
Yes	<input checked="" type="radio"/>	14.6	High flow registers shall be programmed as a 6 dial register to begin reading at the 100 cubic foot dial.  The RTR has an output equal to 1/10th of the meter test circle Exceptions: with the characteristics of an open drain FET.
<input checked="" type="radio"/>	No	14.7	Pit type endpoints shall be hard wired to register unless specified otherwise specified on meter order.  Exceptions:
<input checked="" type="radio"/>	No	14.8	Pit type endpoints shall have prewired lengths from two (2) – twenty-five (25) feet as specified on meter order.  Exceptions: The products being bid are prewired with five (5) feet of wire.
		<b>15.0</b>	<b>Test Port</b>
<input checked="" type="radio"/>		15.1	6" Fire Meter assemblies will be supplied with a 2" test port on the cover plate of the check valve assembly, or equivalent, to allow testing of meter.  Exceptions:

Meets Specs		Technical Specifications Fire Service Meters 6" – 10"
		<b>16.0 Warranties</b>
Yes	<input checked="" type="radio"/> No	16.1 Meter housings shall be warranted to retain structural integrity for a minimum period of twenty (20) years.  Exceptions: See attached published warranties.
<input checked="" type="radio"/> Yes	No	16.2 Meter registers shall be warranted to function for a minimum period of ten (10) years following shipment.  Exceptions: See attached published warranties.
Yes	<input checked="" type="radio"/> No	16.3 Itron® endpoints shall be warranted separately by Itron® in accordance to manufacturer's normal and customary warranty period. <b>Please provide details below or in bid proposal.</b>  Warranty Details: See attached Itron®100W Series ERT® Assembly with Badger Meter Encoder warranty
<input checked="" type="radio"/> Yes	No	16.4 Meters shall be warranted to retain AWWA C703 new meter reading accuracies in accordance to manufacturer's normal and customary warranty period. <b>Please provide details below or in bid proposal.</b>  Warranty Details: See attached published warranties.



**Badger Meter**

## Badger Meter Parts Warranty

### WARRANTY COVERAGE

Badger Meter's warranty obligations are limited to the terms set forth below.

### PRODUCTS COVERED

Badger Meter's warranty shall apply to parts purchased from Badger Meter for approved use in or with products sold by Badger Meter ("Parts") against defects in materials and workmanship under normal use for a period of NINETY (90) DAYS from the date of purchase by the original end-user purchaser ("Warranty Period").

### PRODUCT RETURNS

Part failures must be proven and verified to the satisfaction of Badger Meter. The Badger Meter obligation hereunder shall be limited to such repair and replacement and shall be conditioned upon Badger Meter receiving written notice of any asserted defect within 10 (ten) days after its discovery. If the defect arises and a valid claim is received within the Warranty Period, at its option, Badger Meter will either (1) exchange the part with a new, used or refurbished part that is at least functionally equivalent to the original part, or (2) refund the purchase price of the part.

Product returns must be shipped by the Customer prepaid F.O.B. to the nearest Badger Meter factory or distribution center. The Customer shall be responsible for all direct and indirect costs associated with removing the original Product and reinstalling the repaired or replacement Product. A replacement Part assumes the remaining warranty of the original Part or ninety (90) days from the date of replacement, whichever provides longer coverage.

### LIMITS OF LIABILITY

This warranty shall not apply to any Part repaired or altered by any party other than Badger Meter. The foregoing warranty applies only to the extent that the Part is installed, serviced and operated strictly in accordance with Badger Meter instructions. The warranty shall not apply and shall be void with respect to a Part exposed to conditions other than those detailed in applicable 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 the reasonable control of Badger Meter.

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 a Part, whether in writing or made orally by Badger Meter or its 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 part and shall not be construed as an express warranty. Any suggestions by Badger Meter or its agents regarding use, application or suitability of the Part shall not be construed as an express warranty unless confirmed to be such, in writing, by Badger Meter.

Exclusion of Consequential Damages and Disclaimer of Other Liability.

Badger Meter's liability with respect to breaches of the foregoing warranty shall be limited as stated herein. Badger Meter's liability shall in no event exceed the contract price. BADGER METER 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 METER, OR ANY UNDERTAKINGS, ACTS OR OMISSIONS RELATING THERETO, AND (3) ALL CONSEQUENTIAL, INCIDENTAL AND CONTINGENT DAMAGES WHATSOEVER.

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

**Badger Meter Inc.**  
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