

ORIGINAL

C-9287-2
10/27/2016

AMENDMENT NO. 2
RESIDENTIAL WATER METER
(City of Glendale Solicitation No. IFB 14-36, Contract No. C-9287)

This Amendment No. 2 ("Amendment") to the Residential Water Meters agreement ("Agreement") is made this 27th day of October, 2016, ("Effective Date"), by and between the City of Glendale, an Arizona municipal corporation ("City") and Badger Meter, Inc., a Wisconsin corporation ("Contractor") and Badger Meter, Inc. a Wisconsin corporation d.b.a. National Meter and Automation, Inc., ("Assignee") a Wisconsin corporation authorized to do business in Arizona.

RECITALS

- A. City and Badger Meter, Inc. ("Contractor") previously entered into a Residential Water Meter Agreement, Contract No. C-9287, dated October 14, 2014 ("Agreement"); and
- B. The Agreement had an initial two-year term beginning October 14, 2014 through October 13, 2016 and provided the option to extend for an additional three (3) years in one-year increments; and
- C. City and Contractor modified the Agreement by entering into Amendment No. 1 on July 15, 2015 to add additional items as listed on Exhibit A under Section 5.9, Optional items; and
- D. Contractor now wishes to assign and transfer all of its rights and obligations under the Agreement, as amended to a third party. Assignee agrees to assume all of Contractor's rights and obligations under the Agreement, as amended to Badger Meter, Inc., doing business as National Meter & Automation. Assignee agrees to assume all of Contractor's rights and obligations as provided in this Assignment, as of the Effective Date; and
- E. City and Contractor wish to modify and amend the Agreement subject to and strictly in accordance with the terms of this Amendment.

AGREEMENT

In consideration of the mutual promises set forth herein and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the City and Contractor hereby agree as follows:

1. **Recitals.** The recitals set forth above are not merely recitals, but form an integral part of this Amendment.
2. City hereby agrees to accept Assignee as the new Contractor and Assignee hereby agrees to assume all duties, obligations and responsibilities owed to the City under the Agreement as amended.

8/10/16

3. **Term.** The term of the Agreement is extended for a one-year period from October 14, 2016 through October 13, 2017, unless otherwise terminated or canceled as provided by the Agreement. All other provisions of the Agreement except as set forth in this Amendment shall remain in their entirety.
4. **Scope of Work.** The Scope of Work is unchanged.
5. **Compensation.** The compensation of the Agreement shall increase 3% across all meter sizes as listed on Exhibit B.
6. **Insurance Certificate.** Current certificate will expire on January 1, 2017 and a new certificate applying to the extended term must be provided prior to this date to Materials Management and the Contract Administrator.
7. **Non-discrimination.** Assignee agrees not discriminate against any employee or applicant for employment on the basis of race, color, religion, sex, national origin, age, marital status, sexual orientation, gender identity or expression, genetic characteristics, familial status, U.S. military veteran status or any disability. Contractor will require any Sub-contractor to be bound to the same requirements as stated within this section. Contractor, and on behalf of any subcontractors, warrants compliance with this section.
8. **No Boycott of Israel.** The Parties agree that they are not currently engaged in, and agree that for the duration of the Agreement they will not engage in, a boycott of Israel, as that term is defined in A.R.S. §35-393.
9. **Ratification of Agreement.** City and Assignee hereby agree that except as expressly provided herein, the provisions of the Agreement shall be, and remain in full force and effect and that if any provision of this Amendment conflicts with the Agreement, then the provisions of this Amendment shall prevail.

[Signatures on the following page.]

CITY OF GLENDALE, an Arizona
municipal corporation

KRP

Kevin R. Phelps, City Manager

ATTEST:

J. Bower

Julie K. Bower, City Clerk (SEAL)

APPROVED AS TO FORM:

[Signature]

Michael D. Bailey, City Attorney

National Meter and Automation, Inc.,
an Arizona corporation

Nathan Hawley

By: Nathan Hawley
Its: My r - Distribution Administration

**EXHIBIT B
AMENDMENT
NO. 2
RESIDENTIAL WATER METERS AGREEMENT**

5.0

PRICE SHEET

LOT A: WATER METERS

ITEM NO.	EST. Quantity (A)	UNIT OF MEASURE	DESCRIPTION	UNIT PRICE (B) + Price Increase of 3%	EXTENDED PRICE (A X B)
5.1	6700	EACH	5/8" X 3/4" Meter with Direct Read Register Manufacturer: <u>Badger Meter</u> Product No RDCL IV Model 25, lead-free bronze bottom and housing local read, less connections	\$55.95	\$374,865.00
5.2	2100	EACH	3/4" Meter with Direct Read Register Manufacturer: <u>Badger Meter</u> Product No. RDCL IV Model 35, lead-free bronze bottom and housing local read, less connections	\$72.18	\$151,578.00
5.3	6950	EACH	1" Meter with Direct Read Register Manufacturer: <u>Badger Meter</u> Product No. RDCL IV Model 70, lead-free bronze bottom and housing local read, less connections	\$117.18	\$814,401.00
5.4	340	EACH	1-1/2" Meter with Direct Read Register Manufacturer: <u>Badger Meter</u> Product No. RDCL IV Model 120 lead-free bronze housing local read, less connections	\$261.73	\$88,988.20
5.5	445	EACH	2" Meter with Direct Read Register Manufacturer: <u>Badger Meter</u> Product No. RDCL IV Model 170, lead-free bronze housing local read, less connections	\$368.24	\$163,866.80
Sub-Total (Item 5.1 thru 5.5)					\$1,593,699.00

LOT B: ITRON Electronic Radio Transmitter (ERT)

ITEM NO.	ESTIMATED QUANTITY (A)	UNIT OF MEASURE	DESCRIPTION	UNIT PRICE (B)	EXTENDED PRICE (A X B)
5.6	2500	EACH	ITRON 60W ERT with In-line Connector Product No. 100w ERT with in-line connector	\$92.70	\$231,750.00
Sub-Total (Item 5.6)					\$231,750.00

Sub-Total (Item 5.1 thru 5.5)					\$1,593,699.00
Sub-Total (Item 5.6)					\$231,750.00
Grand Total (Item 5.1 thru 5.6)					\$1,825,449.00

5.7 TAX AMOUNT Contractor should not include any use tax or federal tax in their bid price. The City is exempt from the payment of federal excise tax and will add use tax as applicable. For the purpose of determining the lowest cost, the City will not take tax into consideration.

Tax %: _____

5.8 DELIVERY All items shall be delivered within 30 calendar days after receipt of order (ARO).

5.9 OPTIONAL ITEMS Contractor shall provide pricing for the following parts and accessories.

ITEM NO.	UNIT OF MEASURE	DESCRIPTION	UNIT PRICE
5.9.1	EACH	5/8" x 3/4" Meter with Encoded Register Manufacturer: <u>Badger Meter</u> Product No. RDCL Model 25, lead-free bronze housing and bottom with ADE encoder and 5' inline connector cable, less connections	\$98.03
5.9.2	EACH	3/4" Meter with Encoded Register Manufacturer: <u>Badger Meter</u> Product No. RDCL Model 35, lead-free bronze housing and bottom with ADE encoder and 5' inline connector cable, less connections	\$114.25

5.9.3	EACH	1" Meter with Encoded Register Manufacturer: _Badger Meter_ Product No. RDCL Model 70, lead-free bronze housing and bottom with ADE encoder and 5' inline connector cable, less connections	\$159.25
5.9.4	EACH	1-1/2" Meter with Encoded Register Manufacturer: _Badger Meter_ Product No. RDCL Model 120, lead-free bronze housing and bottom with ADE encoder and 5' inline connector cable, less connections	\$303.80
5.9.5	EACH	2" Meter with Encoded Register Manufacturer: _Badger Meter_ Product No. RDCL Model 170, lead-free bronze housing and bottom with ADE encoder and 5' inline connector cable, less connections	\$410.31
5.9.6	EACH	Encoded Register for 5/8" x 3/4" Meter Manufacturer: _Badger Meter_ Product No. ADE encoder and 5' inline connector cable for model 25	\$52.51
5.9.7	EACH	Encoded Register for 3/4" Meter Manufacturer: _Badger Meter_ Product No. ADE encoder and 5' in-line connector cable for model 35	\$52.51
5.9.8	EACH	Encoded Register for 1" Meter Manufacturer: _Badger Meter_ Product No. ADE encoder and 5' in-line connector cable for model 70	\$52.51
5.9.9	EACH	Encoded Register for 3" & larger Turbo Meters Manufacturer: _Badger Meter_ Product No. ADE encoder and 25' in-line connector cable for 3" T-450 meter	\$72.10
5.9.10	EACH	Encoded Register for 3" & larger Compound Meters Manufacturer: _Badger Meter_ Product No. (2) ADE encoders with 25' in-line connector cable for 3" T-450 meter	\$144.20
5.9.11	EACH	ITRON 60W ERT with In-Line Connector Product No. 100W+ ERT with in-line connector	\$92.70

5.9.12	EACH	3" Turbo Meter, Local Register Manufacturer: _Badger Meter_ Product No. RDCL T-450, lead-free bronze, local read, less connections	\$617.04
5.9.13	EACH	4" Turbo Meter, Local Register Manufacturer: _Badger Meter_ Product No. RDCL T-1000, lead-free bronze, local read, less connections	\$982.40
5.9.14	EACH	6" Turbo Meter, Local Register Manufacturer: _Badger Meter_ Product No. RDCL T-2000, lead-free bronze, local read, less connections	\$2529.81
5.9.15	EACH	3" Compound Meter, with Encoded Register Manufacturer: _Badger Meter_ Product No. RDCL Compound Series meter, lead-free bronze, local read, ADE encoder with 25' in-line connector, less connections	\$1665.27
5.9.16	EACH	4" Compound Meter, with Encoded Register Manufacturer: _Badger Meter_ Product No. RDCL Compound Series meter, lead-free bronze, local read, ADE encoder with 25' in-line connector, less connections	\$2640.83
5.9.17	EACH	6" Compound Meter, with Encoded Register Manufacturer: _Badger Meter_ Product No. RDCL Compound Series meter, lead-free bronze, local read, ADE encoder with 25' in-line connector, less connections	\$3760.76
5.9.18	EACH	Digital Totalizer, Remote Manufacturer: _Badger Meter_ Product No.	\$ ___ no bid _
5.9.19	EACH	Digital Totalizer and Flow Rate Indicator Manufacturer: _Badger Meter_ Product No.	\$ ___ no bid
5.9.20	EACH	3" Turbo Meter, Integral Strainer, Local Register Manufacturer: _Badger Meter_ Product No. RDCL T-450, lead-free bronze, with integral strainer, local read, less connections	\$947.60

5.9.21	EACH	4" Turbo Meter, Integral Strainer, Local Register Manufacturer: _Badger Meter_ Product No. RDCL T-1000, lead-free bronze, with integral strainer, local read, less connections	\$1425.42
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5.9 OPTIONAL ITEMS Contractor shall provide pricing for the following parts and accessories.

ITEM NO.	UNIT OF MEASUR	DESCRIPTION	UNIT PRICE
5.9.11.1	EACH	1 1/2" RCDLT-160LL meter, with HRE and Itron connector Manufacturer: Badger Meter Product No: RCDL T-160 w/HRE & Itron Connector	\$ 512.49
5.9.11.2	EACH	1 1/2" RCDLT-160LL meter, with direct read register Manufacturer: Badger Meter Product No: RCDL T-160 w/Local Register	\$ 467.57
5.9.11.3	EACH	2" RCDL T200 Meter with HRE and Itron connector cable Manufacturer: Badger Meter Product No. RCDL T-200 w/HRE & Itron Connector	\$ 571.06
5.9.11.4	EACH	2" RCDL T200 Meter with direct read register Manufacturer: Badger Meter Product No. RCDL T-200 w/Local Register	\$ 527.75