

CONTRACT FOR PURCHASE OF MATERIALS

Contract No. 2024-03

This Contract is made and entered into this ____ day of _____, 20__ by and between the City of Flagstaff, a political subdivision of the State of Arizona ("City") and Zenner USA, Inc., a Texas corporation ("Contractor").

WHEREAS, the City desires to receive, and Contractor is able to provide materials; and

NOW THEREFORE, in consideration for the mutual promises contained herein, the Parties agree:

1. Bid Form and Fee Schedule: Contractor shall provide the materials described as:

Water Meters

and as more specifically described in the Bid Form and Fee Schedule, attached hereto as Exhibit A.

2. Compensation:

- A. Contractor shall be compensated for the materials provided as priced in the Bid Form and Fee Schedule attached hereto as Exhibit A. Payment shall be compensation in full for all terms necessary to provide each Bid item or purchase order.

- B. There may be more than one (1) contractor selected to provide the materials that are the basis of this Contract. The budgeted amount for this purchase is the total the City will pay to all contractors combined.

- C. The City may review fully documented requests for price increases after the Contract has been in effect for one (1) year. The price increase shall be based upon a proven market increase in the price of the materials at the time of the request. The City Purchasing Director and the Water Services Section Director shall determine whether the requested price increase, or an alternative option, is in the best interest of the City.

- D. A formal written amendment to the Contract is required for any price increases above those agreed upon in the Bid Form and Fee Schedule attached hereto as Exhibit A.

- E. Any charges from unilateral price increases made by Contractor, without a formal written amendment, will be deducted from any payment to Contractor.

3. Terms and Conditions (Commodities): The City of Flagstaff Terms and Conditions (Commodities), attached hereto as Exhibit B, are incorporated by reference, and shall apply to performance of this Contract, except to the extent modified by Exhibit A.

4. Insurance (Commodities): Contractor shall meet the insurance requirements of the City, attached hereto as Exhibit C, are incorporated by reference.

5. Contract Term: The Contract term is for a period of five (5) years unless terminated pursuant to the Terms and Conditions (Commodities), attached hereto as Exhibit B. The Contract will be effective as of the date signed by both parties.

6. Renewal: The Contract may be renewed or extended for up to two (2) additional one (1) year terms by mutual written consent of the parties. The City Manager or his/her designee (the Purchasing Director) shall have authority to approve renewal on behalf of the City.
7. Notice: Any formal notice required under the Contract shall be in writing and sent by certified mail and email as follows:

To the City:

Patrick O'Connor
City of Flagstaff
Water Services Section Director – Field
Operations
5401 E Commerce Ave
Flagstaff, AZ 86004
poconnor@flagstaffaz.gov

To Contractor:

Bernard Nance
Manager of Marketing & Proposal Support
Zenner USA, Inc.
15280 Addison Road, Suite 240
Addison, Texas 75001
972-386-6611 x125 (ofc)
972-345-0465 (mobile)
bnance@zennerusa.com

With a copy to:

Teddy Callan
Procurement Specialist
City of Flagstaff
211 W. Aspen Ave.
Flagstaff, AZ 86001
Teddy.Callan@flagstaffaz.gov

(The remainder of the page intentionally blank.)

8. Authority: Each Party warrants that it has authority to enter into the Contract and perform its obligations hereunder, and that it has taken all actions necessary to enter into the Contract.

CONTRACTOR:

By: _____

Title: _____

CITY OF FLAGSTAFF

By: _____

Title: _____

ATTEST:

City Clerk

APPROVED AS TO FORM:

City Attorney's Office

Notice to Proceed issued: _____, 20__

December 20, 2023 (commodities)

EXHIBIT A

<p align="center">SPECIFICATIONS</p> <p align="center">City of Flagstaff Water Services - Water Meters (Ultrasonic - For residential installation. Ultrasonic water meters being used for residential fire service applications must be UL 327B Certified) Sizes: 3/4" through 2"</p>	<p align="center">COMPLY YES OR NO</p>	<p align="center">COMMENTS</p>
<p>No 5/8" x 3/4" meters are requested.</p>	<p align="center">YES</p>	
<p>Meters shall use solid state technology in a totally integrated unit waterproof housing. Meter and register shall be a single unit with no moving parts in the flow path.</p>	<p align="center">YES</p>	
<p>Meters and registers shall be compatible with Itron ERT's.</p>	<p align="center">YES</p>	
<p>Compatible with AMR, AMI Systems and cellular network systems.</p>	<p align="center">YES</p>	
<p>Meters shall be lead-free bronze per AWWA C715 and NSF/ANSI 61, NSF/ANSI 372 specifications that became effective January 2014.</p>	<p align="center">YES</p>	
<p>Meter operating ranges by size below, shall be at a minimum:</p>	<p align="center">YES</p>	
<p>3/4" x 3/4" = 0.5 to 30 gpm</p>	<p align="center">YES</p>	
<p>1" = 0.75 to 50 gpm</p>	<p align="center">YES</p>	
<p>1 1/2" = 0.80 to 125 gpm</p>	<p align="center">YES</p>	
<p>2" = 1.5 to 160 gpm</p>	<p align="center">YES</p>	

	COMPLY YES OR NO	COMMENTS
Meter register shall contain programmable up to nine (9) digit LCD display with the following features:	YES	
Non-removable from meter	YES	
Rate of flow (gpm)	YES	
Reverse-flow indicator or detection	YES	
Leak indicator or detection	YES	
High resolution ASCII encoder protocol	YES	
Absolute encoder register shall have a five (5) foot Itron quick connect/in-line connector (potted at the factory)	YES	
Serial numbers shall be stamped onto the register lid	YES	
Meter size, model, registration (gallons), and date of manufacture shall be printed on the register face.	YES	
Meters and registers shall be submersible in pit/vault environments and shall be waterproof and weatherproof.	YES	
Meters shall be maintenance free and contain no internal moving parts.	YES	
The maximum operating pressure of 175 psi.	YES	
The electronic register shall have a twenty (20) year battery life.	NO	BATTERY WARRANTY IS 10 YEARS & UNIT HAS A REPLACEABLE BATTERY

	COMPLY YES OR NO	COMMENTS
Meters shall meet or exceed AWWA C700 new meter low, normal, and high flow new meter accuracy standards for a period of twenty (20) years from date of manufacture or total cumulative consumption per meter specifications.	NO	PROPOSED RESIDENTIAL ULTRASONIC METERS ARE WARRANTED TO MEET OR EXCEED AWWA NEW METER ACCURACY STANDARDS FOR A PERIOD OF FIFTEEN (15) YEARS FROM THE ORIGINAL DATE OF SHIPMENT.
No polymer or composite bodies or meter threads will be accepted.	YES	
Meter deliveries must include an inventory upload file for the City to upload serial numbers into its meter inventory system.	YES	
All meters shall conform to the proposed AWWA standards for ultrasonic meters and the latest AWWA C700, and be AWWA C715 compliant.	YES	
All technical specification sheets for each meter shall be included in the final bid. Such information shall include accuracy versus flow and head loss versus flow curves as well as physical dimensions.	YES	
Lay length requirements for meter up to 2" are as follows:	YES	
3/4" x 3/4" = 7 1/2"	YES	
1" - 10 3/4"	YES	
1 1/2" = 13"	YES	
2" = 17"	YES	

	COMPLY YES OR NO	COMMENTS
Annual estimated quantities below are indicated below for year one and may vary for this and subsequent years.	YES	
3/4" x 3/4" = 1,200	YES	
1" = 50	YES	
1 1/2" = 50	YES	
2" = 50	YES	

Manufacturers shall be a member of the AWWA with a minimum of twenty-five (25) years of field and production experience in water measurement technologies and serving water utilities in the United States.	YES	
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<p style="text-align: center;">SPECIFICATIONS</p> <p>City of Flagstaff Water Services - Meters Meters for Commercial and Fire Service Applications) Sizes: 3" through 10"</p> <p style="text-align: right;">Water (Large</p>	<p style="text-align: center;">COMPLY YES OR NO</p>	<p style="text-align: center;">COMMENTS</p>
Requested meter sizes are: 3", 4", 6", 8" and 10"	YES	
Requested meter types are Turbine Type II, Compound, Ultrasonic and Fire Service.	YES	
Meters shall be lead-free bronze or of stainless steel construction per NSF/ANSI 61 specifications.	YES	
Registers shall be direct/straight read permanently sealed magnetic drive. Registers shall be waterproof and have a minimum of six odometer wheels for totalization display. Registers shall have a center sweep hand and low flow indicator.	YES	
Register measurement shall be to the 100 gallons or less.	YES	
Meter and registers shall be compatible with Itron ERT's.	YES	
Compatible with AMR, AMI Systems and cellular network systems.	YES	
Registers shall have a twenty-five (25) foot Itron quick connects for Itron ERT's (potted at factory).	YES	
Serial numbers shall be stamped onto register lid as well as the meter body.	YES	

	COMPLY YES OR NO	COMMENTS
Meter size, model, registration, and date of manufacture shall be printed on the register face.	YES	
Registers must affix to the meter body with a tamper-proof mechanism.	YES	
All registers shall have a warranty for a minimum of five years from date of shipment from manufacturer.	YES	
All meters shall operate at a minimum of 150 psi.	YES	
Turbine type meters shall comply with AWWA C701 Class II standards. NSF/ANSI 372.	YES	
Turbine meter operating ranges by sizes shall conform with the latest AWWA C701 standards below:		
4" = 15 to 750 US gpm	YES	
6" = 30 to 1,600 US gpm	YES	
8" = 50 to 2,800 US gpm	YES	
10" = 75 to 4,200 US gpm	YES	
Turbine meter shall have a warranty to meet AWWA C701 accuracy standards for a minimum of twelve (12) months after shipment from the manufacturer.	YES	
Local registers on the nutating disk low flow meter shall have a warranty for at least one (1) year from date of shipment from the manufacturer.	YES	

	COMPLY YES OR NO	COMMENTS
Compound meter operating ranges by size shall conform with the latest AWWA C702 standards below:		
3" = 2 to 350 gpm	YES	
4" = 3 to 600 gpm	YES	
6" = 5 to 1,350 gpm	NO	ZENNER DOES NOT PRODUCE THIS METER
6" x 8" = 16 to 1,600 gpm	NO	ZENNER DOES NOT PRODUCE THIS METER
Compound meters shall have a warranty to meet AWWA C702 accuracy standards for a minimum of twelve (12) months after shipment from the manufacturer.	YES	
Local registers on the nutating disk bypass low flow meter shall have a warranty for at least five (5) years from date of shipment from the manufacturer.	YES	
Fire Service Assembly meters operating ranges by size shall conform with the latest AWWA C703 standards below:	NO	
4" = 4 to 700 US gpm	NO	
6" = 5 to 1,600 US gpm	NO	
8" = 8 to 2,800 gpm	NO	
10" = 8 to 4,400 US gpm	NO	
Fire Service Assemblies shall be able to operate at 175 psi.	NO	
Fire Service Assemblies shall be UL Certified.	NO	
Meter deliveries must include an inventory upload file for the City to upload serial numbers into its meter inventory system.	YES	
Specifications sheets shall be provided for each meter type and size in final bid.	YES Type text here	

	COMPLY YES OR NO	COMMENTS
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For Turbine, Compound and Fire Service Assembly, Ultrasonic type meters, lay lengths for each size and type shall be included in the bid.	YES	
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Annual quantities below are estimates only and may vary per year.	YES	
3" Turbine = 5	YES	
3" Compound = 5	YES	
3" Ultrasonic = 5	YES	
4" Turbine = 5	YES	
4" Compound = 5	YES	
4" Ultrasonic = 5	YES	
4" Fire Service = 5	NO	
6" Turbine = 5	YES	
6" Compound = 5	YES	
6" Ultrasonic = 5	YES	
6" Fire Service = 5	NO	
8" Turbine = 5	YES	
8" Compound = 5	YES	
8" Ultrasonic = 5	YES	
8" Fire Service = 5	NO	
10" Turbine = 1	YES	
10" Compound = 1	YES	
10" Ultrasonic = 1	YES	
10" Fire Service = 1	NO	

SPECIFICATIONS City of Flagstaff Water Services - Water Meters (Large Meters for Commercial and Fire Service Applications - <i>Ultrasonic</i>) Sizes: 3" through 10" Ultrasonic water meters being used for fire service applications must be UL 327B Certified)	COMPLY YES OR NO	COMMENTS
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Requested meter sizes are: 3", 4", 6", 8" and 10"	YES	
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Requested meter type is Ultrasonic.	YES	
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Meters shall use solid state technology in a totally integrated unit waterproof housing. Meter and register shall be a single unit with no moving parts in the flow path.	YES	
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The meter main case shall be cast from NSF/ANSI 61 certified lead free bronze alloy containing a minimum of 85% copper per NSF/ANSI 61 specifications.	NO	ZENNER OFFERS STAINLESS STEEL OR DUCTILE IRON
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Meter register shall contain programmable up to nine (9) digit LCD display with the following features:	YES	
The meter must have replaceable unitized measuring element (UME).	NO	
Rate of flow (gpm)	YES	
Reverse-flow indicator or detection	YES	
Leak indicator or detection	YES	
High resolution ASCII encoder protocol	YES	

Register measurement shall be to the 100 gallons or less.	YES	
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Meter and registers shall be compatible with Itron ERT's.	YES	
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	COMPLY YES OR NO	COMMENTS
Compatible with AMR, AMI Systems and cellular network systems.	YES	
Absolute Encoder registers shall have a twenty-five (25) foot Itron quick connects for Itron ERT's (potted at factory).	YES	
Serial numbers shall be stamped onto register lid as well as the meter body.	YES	
Meter size, model, registration (gallons), and date of manufacture shall be printed on the register face.	YES	
Meters shall be maintenance free and contain no internal moving parts.	YES	
The electronic register shall have a twenty (20) year battery life.	NO	ZENNER OFFERS A 10 YEAR BATTERY
The maximum operating pressure of 175 psi.	YES	
Meters shall meet or exceed AWWA C700 new meter low, normal, and high flow new meter accuracy standards for a period of twenty (20) years from date of manufacture or total cumulative consumption per meter specifications.	YES	
Ultrasonic meter operating ranges by sizes shall conform with the latest AWWA C700, C701 and C715 standards:	YES	
3" = .75 to 500 US gpm	YES	
4" = 1.5 to 1,250 US gpm	NO	THIS IS NOT BASED ON C715 WHICH IS DIFFERENT
6" = 2.0 to 2,000 US gpm	NO	THIS IS NOT BASED ON C715 WHICH IS DIFFERENT
8" = 6.0 to 4,000 US gpm	NO	THIS IS NOT BASED ON C715 WHICH IS DIFFERENT
10" = 10.0 to 6,500 US gpm	NO	THIS IS NOT BASED ON C715 WHICH IS DIFFERENT

	COMPLY YES OR NO	COMMENTS
Meter deliveries must include an inventory upload file for the City to upload serial numbers into its meter inventory system.	YES	
All meters shall conform to the proposed AWWA standards for ultrasonic meters and the latest AWWA C700, and be AWWA C715 compliant.	YES	
All technical specification sheets for each meter shall be included in the final bid. Such information shall include accuracy versus flow and head loss versus flow curves as well as physical dimensions.	YES	
For Ultrasonic type meters, lay lengths for each size shall be included in the bid.	YES	
Annual quantities below are estimates only and may vary per year.		
3" Ultrasonic = 5	YES	
4" Ultrasonic = 5	YES	
6" Ultrasonic = 5	YES	
8" Ultrasonic = 5	YES	
10" Ultrasonic = 1	YES	

SPECIFICATIONS City of Flagstaff Water Services - Water Meters (Positive Displacement) Sizes: 3/4" through 2"	COMPLY YES OR NO	COMMENTS
Meters shall be magnetic drive, sealed register, positive displacement type, nutating disk cold water meters and with an analog register.	NO	ZENNER PD METERS ARE PISTON TYPE
Meters and registers shall be compatible with Itron ERT's.	YES	
Compatible with AMR, AMI Systems and cellular network systems.	YES	
Meters shall be lead-free bronze per NSF/ANSI 61 specifications.	YES	
Registers shall be direct/straight read mechanical registers with absolute encoder technology. Registers shall have nine (9) dials.	YES	
Absolute encoder register shall have a five (5) foot Itron quick connect/in-line connector (potted at the factory)	YES	
Serial numbers shall be stamped onto the register lid as well as the meter body.	YES	
Meter size, model, registration, and date of manufacture shall be printed on the register face.	YES	
Registers shall affix to the meter body with a tamper-proof mechanism.	YES	

	COMPLY YES OR NO	COMMENTS
The meter measuring chamber shall be constructed of a non-corrosive synthetic polymer and shall not be cast as part of the meter main case.	YES	
Bolts that attach the bottom plate to the meter case shall be stainless steel.	YES	
Meters shall utilize nutating disk technology. The motion of the measuring disc shall be transmitted to the sealed register through the use of a magnetic drive assembly. The disc center pin as well as the magnetic drive assembly shaft shall be stainless steel.	NO	ZENNER PD METERS ARE PISTON TYPE
No polymer or composite bodies or meter threads will be accepted.	YES	
Meters shall provide a maximum operating pressure of at least 150 psi.	YES	
Meter operating ranges by size shall conform with the latest AWWA C700 standards.	YES	
3/4" = 2 to 30 gpm	YES	
1" = 3 to 50 gpm	YES	
1 1/2" = 5 to 100 gpm	YES	
2" = 8 to 160 gpm	YES	
All meters shall be constructed with an internal corrosion-resistant strainer which is easily removed from the meter body.	YES	
Meter deliveries must include an inventory upload file for the City to upload serial numbers into its meter inventory system.	YES	

	COMPLY YES OR NO	COMMENTS
All technical specification sheets and warranty documents for each meter shall be included in the final bid.	YES	
Lay lengths requirements for meters up to 2" are as follows:		
3/4" x 3/4" = 7 1/2"	YES	
1" = 10 3/4"	YES	
1 1/2" = 13"	YES	
2" = 17"	YES	
Annual estimated quantities below are indicated below for year one and may vary for this and subsequent years.	YES	
3/4" x 3/4" = 1,200	YES	
1" = 50	YES	
1 1/2" = 50	YES	
2" = 50	YES	
No 5/8" x 3/4" meters are being requested.	YES	

City of Flagstaff - Water Services - Water Meter Bid (Ultrasonic - Residential)

Water Meter Offered (Ultrasonic Residential):

3/4" x 3/4"	UNIT PRICE	\$ <u>122.95</u>
1"	UNIT PRICE	\$ <u>131.90</u>
1 1/2"	UNIT PRICE	\$ <u>229.14</u>
2"	UNIT PRICE	\$ <u>293.91</u>

Water Meter Offered (Ultrasonic Residential - Fire Service):

3/4" x 3/4" Ultrasonic Residential - Fire Service	UNIT PRICE	\$ <u>No Bid</u>
1" Ultrasonic Residential - Fire Service	UNIT PRICE	\$ <u>No Bid</u>

	UNIT PRICE	
1 1/2" Ultrasonic Residential - Fire Service		\$ <u>No Bid</u>
2" Ultrasonic Residential - Fire Service	UNIT PRICE	\$ <u>No Bid</u>

FREIGHT \$ Cannot provide freight on just unit price

TAX () % \$ Cannot provide tax on just unit price

TOTAL UNIT PRICE \$ 777.90

OPTIONS (Please state additional cost from "base price")

(1) Discount for quantity purchase? \$ NONE

Any other specifications not standard, but being specified, must be included here, with price:

Miscellaneous charges:

**(All charges must be included, no extra charges
will be considered at a later date.)**

DELIVERY:

Maximum number of calendar days to deliver after receipt of a purchase order is 45 Days

(All charges must be included, no extra charges will be considered at a later date.)

DELIVERY:

Maximum number of calendar days to deliver after receipt of a purchase order is 45 Days

City of Flagstaff - Water Services - Water Meter Bid (Fire Service Assembly)

Water Meter Offered (Fire Service Assembly):

4" Fire Service Assembly	UNIT PRICE	\$ <u>NO BID</u>
6" Fire Service Assembly	UNIT PRICE	\$ <u>NO BID</u>
8" Fire Service Assembly	UNIT PRICE	\$ <u>NO BID</u>
10" Fire Service Assembly	UNIT PRICE	\$ <u>NO BID</u>
	FREIGHT	\$ <u>NO BID</u>
	TAX () %	\$ <u>NO BID</u>
	TOTAL UNIT PRICE	\$ _____

OPTIONS (Please state additional cost from "base price")

(1) Discount for quantity purchase? \$ _____

Any other specifications not standard, but being specified, must be included here, with price:

Miscellaneous charges:

(All charges must be included, no extra charges will be considered at a later date.)

DELIVERY:

Maximum number of calendar days to deliver after receipt of a purchase order is _____ Days

City of Flagstaff - Water Services - Water Meter Bid (Ultrasonic - Commercial)

Water Meter Offered (Ultrasonic - Commercial):

3" Ultrasonic - Commercial	UNIT PRICE	\$ <u>\$1,014.85</u>
4" Ultrasonic - Commercial	UNIT PRICE	\$ <u>1,116.97</u>
6" Ultrasonic - Commercial	UNIT PRICE	\$ <u>1,721.38</u>
8" Ultrasonic - Commercial	UNIT PRICE	\$ <u>2,237.86</u>
10" Ultrasonic - Commercial	UNIT PRICE	\$ <u>3,049.48</u>
	FREIGHT	\$ <u>Cannot provide freight on just unit price</u>
	TAX () %	\$ <u>Cannot provide tax on just unit price</u>
	TOTAL UNIT PRICE	\$ <u>9,140.27</u>

OPTIONS (Please state additional cost from "base price")

(1) Discount for quantity purchase? \$ 0.00

Any other specifications not standard, but being specified, must be included here, with price:

Miscellaneous charges: None

(All charges must be included, no extra charges will be considered at a later date.)

DELIVERY:

Maximum number of calendar days to deliver after receipt of a purchase order is 45 Days

ZENNER

All that counts.

CITY OF Flagstaff, Arizona



**INVITATION FOR BID (IFB)
“Water Meters – IFB # 2024-03”
RFB Due Date: October 11, 2023
Time: 12:00pm Arizona Time**

**Submitted by:
Zenner USA
Bernard Nance
Manager of Marketing & Proposal Support
15280 Addison Road, Suite 240
972-386-6611 ext. 125
Addison, Texas 75001**



Executive Summary

The City of Flagstaff Arizona has issued an Invitation to Bid for "Water Meters IFB # 2024-03. Zenner USA is pleased to respond to the above referenced requisition.

The Zenner/Minol group is a global company focused on meter production, meter reading and sub-metering products and services. Zenner/Minol serves customers in 100 countries and manufactures and assembles its products in manufacturing plants on 5 continents including our plant in Banning, California.

Operations began in the U.S. market by Minol more than 30 years ago deploying Zenner metering technology to serve the sub metering markets. Zenner manufacturing began operations in the U.S. in 2012 with the opening of our manufacturing plant in Banning California. Zenner is opening a second plant in the United States located in Huntsville TX which will begin production in November of this year.

Zenner, being the largest Water and Gas meter producer in the world with offices and affiliates in 100 countries and manufacturing plants on 5 continents manufactures its products to ISO9001, ISO14001 and ISO18001 certification standards. Established in 1903 with 5500 employees globally and focused on water and gas industry innovation only.

The Zenner supply chain is solid and throughout the supply chain issues others seem to incur Zenner had a constant flow of products to our customers. We have proposed three-meter technologies and options to meet your delivery schedule in this proposal.

The Zenner/Minol Group is a privately held, family-owned company bringing more than 120 years of innovation of metering technologies and consumption-based billing of gas, electric, and water to the industries served. As one of the leading utility billing providers, our global Minol team produces more than 22.4 million bills annually for over 100,000 clients.

Zenner produces almost every kind of metering technology needed by our customer base. We are the only manufacturer globally that designs and manufactures all metering technologies so we can apply the best technology based on an individual utilities water condition.

- Positive Displacement Meters
- Multi-Jet Meters
- Single-Jet Meters
- Residential Fire Service Meters
- Ultrasonic Meters
- High Pressure Meters (360PSI)
- Turbine Meters and Strainers
- Compound Meters
- Fire Hydrant Meters

Currently we delivery under contract meters to over 850 cities in the U.S. with many more buying meters from us without contracts.

Conclusion

Our goal is to meet /exceed all your expectations through a comprehensive approach to professional planning and operations, superior customer service, advanced equipment selection, highly developed quality assurance processes, and "Safety First" procedures. We believe that The City of Flagstaff would highly benefit by choosing our firm, and its team members, with the breadth of experience our team has to offer and the ability to satisfy the selection criteria outlined in your solicitation. We look forward to your favorable evaluation and to working with you on this project.



ZENNER
All that counts.

Your primary points of contact for this project are:

- Ron Gallon, VP Factory Operations, Zenner USA. Ron can be reached at 951-850-3135 or by email at rgallon@zennerusa.com.
- Rich Sanders, President, Zenner USA. Rich can be reached at 772-285-1035 or by email at rsanders@zennerusa.com.
- Bernard Nance, Manager of Marketing and Proposal Support, Zenner USA. Bernard can be reached at 972-345-0465 or by email at bnance@zennerusa.com.



ZENNER
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Company information

Zenner USA, Inc.
15280 Addison Road, Suite 240
Addison Texas 75001
www.zennerusa.com

Phone number and fax number:

Office: 972-386-6611 x125; Fax: 972-386-1814

1. Corporate office: 15280 Addison Rd., Suite 240, Addison Texas 75001
Plant: 1910 E. Westward Rd., Banning, CA. 92220
2. State of Incorporation: California
3. Zenner Federal Tax ID Number- 45-4158416



REFERENCES

City of Banning
99 E. Ramsey
Perry Gerdes, Utility Superintendent
Email: pgerdes@ci.banningca.us
951-849-3273

City of Riverside
3900 Main Street
Casey Cates, Utility Water Supervisor
951-351-6365
Email: wcates@riversideca.gov

Liberty Water – Western and Central United States
9750 Washburn Road
Downey, California 90241
Piotr Pramowski, Manger Supply Chain
949-903-9777
Piotr.Pramowski@libertyutilities.com

Northwestern Water and Sewer
12560 Middleton Pike
Bowling Green, OH. 43402
Don Straub
Phone: 419-601-9540
dstraub@nwws.org

AGENCY CUSTOMER ID: _____

LOC #: _____



ADDITIONAL REMARKS SCHEDULE

Page ____ of ____

AGENCY Ragland Strother & Lafitte, LLP		NAMED INSURED Zenner USA, Inc.	
POLICY NUMBER			
CARRIER	NAIC CODE	EFFECTIVE DATE:	

ADDITIONAL REMARKS

THIS ADDITIONAL REMARKS FORM IS A SCHEDULE TO ACORD FORM,

FORM NUMBER: 25 **FORM TITLE:** Certificate of Liability Insurance: Remarks

between the named insured and the certificate holder that requires such status. 30 Day Blanket Notice of Cancellation applies.

ZENNER Stealth Ultrasonic Residential Meters

Model: ZSUR

Sizes 5/8", 3/4", 1", 1-1/2" and 2"

INTRODUCTION: ZENNER Ultrasonic Residential Meters are designed for applications where high accuracy, long life and a dynamic flow range is desired. The highly advanced, all-digital technology achieves precise measurement without any moving parts, ensuring optimum revenue without compromised performance over time. These meters are used for the measurement of both potable and non-potable clean water in commercial and industrial settings and are capable of bi-directional flow measurement. The meter design has minimal head loss, decreasing pressure complaints from customers and reducing pumping costs for the utility. An industry leading sampling rate of 4 times per second, ensures you are picking up flow changes as they occur making the ZENNER Ultrasonic Residential Meter the most accurate ultrasonic meter in the industry.



ZSUR03

OPERATION: ZENNER Ultrasonic Residential Meters use solid state, sound measuring technology to measure instantaneous flow and calculate cumulative flow volume. The LCD display has two rows. The first row shows total volume, where it is factory programmed for US Gallons, Cubic Feet or Cubic Meters. The second row displays additional information such as rate of flow, flow direction, remaining battery life, leak alarms, empty pipe alerts, etc. These meters are capable of ultra precise leak registration with low flow sensitivity as low as .03 GPM.

CONSTRUCTION: ZENNER Ultrasonic Residential Meters consist of three basic components: The tube, electronics & display package, and two transducers. The tube is made of lead free bronze.

COMMUNICATION: ZENNER Ultrasonic Residential Meters have a universal communication protocol package capable of producing outputs compatible for use with Encoded systems. These meters are designed to be connected to any existing AMR/AMI system.

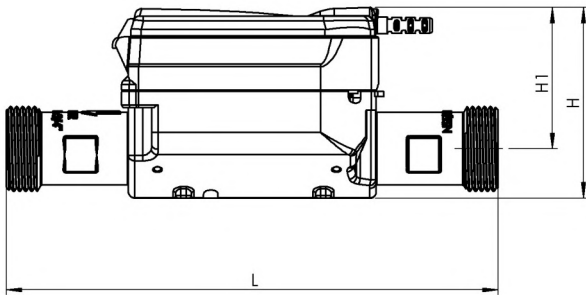
MAINTENANCE: ZENNER Ultrasonic Residential Meters are engineered and manufactured to provide long-term service and operate virtually maintenance free. There are no moving parts to service. The battery pack has a standard life-time of up to 12 years and is designed for easy user replacement. It does not require a return to a ZENNER facility for replacement.

CONFORMANCE: ZENNER Ultrasonic Residential Meters are tested and comply with AWWA Standards C715 and C750. These Meters comply with the lead free provisions of the Safe Drinking Water Act and are certified to NSF/ANSI Standards 61 and 372.

INSTALLATION: ZENNER Ultrasonic Residential Meters are designed to fit the same laying length as most standard multi-jet and positive displacement meters. With no moving parts to damage, these meters can be used safely and accurately with or without a strainer. These meters are submersible and exceed IP68 standards. These meters can be installed in any position, including horizontal and vertical.

CONNECTIONS: These meters have been designed with ease of installation in mind through the use of built-in wrench pads on meter sizes 5/8" through 1". Tailpiece/Unions for installations of meters are available as an option for various pipe types, sizes, and misaligned pipes.

MODEL		ZSUR01	ZSUR02	ZSUR03	ZSUR04	ZSUR07	ZSUR09	ZSUR12
SIZE		5/8 x 1/2	5/8 x 3/4	3/4" Short	3/4 x 3/4	1"	1-1/2" Flanged	2" Flanged
Maximum continuous	USGPM	25	35	35	35	55	120	175
High flow rate	USGPM	25	35	35	35	55	120	175
Low flow rate	USGPM	.06	.06	.06	.06	.12	.15	.25
Start-up flow rate	USGPM	.03	.03	.03	.03	.06	.07	.12
Maximum working pressure	P.S.I.	225	225	225	225	225	225	225
Pressure loss at the high flow rate	P.S.I.	18	10	10	10	7	3	5
Operating temperature limits	Deg. F	32 - 122	32 - 122	32 - 122	32 - 122	32 - 122	32 - 122	32 - 122
Length	Inches	7 1/2	7 1/2	7 1/2	9	10 3/4	13	17
Height (H1)	Inches	2 3/16	2 3/16	2 3/16	2 3/16	2 1/4	2 1/2	2 1/2
Height (H)	Inches	2 15/16	2 15/16	2 15/16	2 15/16	3 1/16	4 1/8	4 1/2
Width	Inches	3 9/16	3 9/16	3 9/16	3 9/16	4 1/4	5 1/2	6
Weight	Pounds	1.6	1.8	1.8	2.2	2.6	9	11



ZSUR07



ZSUR09

ZENNER USA

Warranty for ZENNER Stealth Residential Ultrasonic Water Meters

This warranty shall apply to ZENNER Stealth Ultrasonic Water Meters, model ZSUR (Collectively the "Water Meters") used to measure potable and non-potable water and the electronics, display, and transducers (collectively the "Components"), along with the Batteries provided by ZENNER USA ("ZENNER"), used with these Water Meters. This warranty shall be effective for all Water Meters shipped on or after March 20, 2020. This warranty is extended only to municipalities, utilities, other commercial users and ZENNER distributors, hereinafter referred to as "Customer(s)".

MATERIALS AND WORKMANSHIP

When used in normal potable and non-potable systems, ZENNER warrants its Water Meters, Components thereto, and Batteries free from defects in materials and workmanship, occurring within the following time periods:

- Water Meters: Fifteen (15) years from the original date of shipment.
- Components: Fifteen (15) years from the original date of shipment.
- Batteries: Ten (10) years from the original date of shipment.

AWWA METER ACCURACY

ZENNER's 5/8" to 1.5" Residential Ultrasonic Meters are warranted to meet or exceed AWWA new meter accuracy standards for a period of Fifteen (15) years from the original date of shipment.

WATER METER OR COMPONENT RETURNS

ZENNER's liability hereunder is expressly limited to the repair or replacement of the Water Meter, Components thereto, and Batteries at ZENNER's option, upon the Customer's return of the Water Meter, Components thereto, and Batteries. The Customer must ship Water Meter, Components thereto, and Batteries, prepaid F.O.B., to the service center designated by ZENNER. The Customer is responsible for all direct and indirect costs associated with removing the Water Meter, Components thereto, and Batteries and reinstalling the repaired or replacement Water Meter, Components thereto, and Batteries. The returned Water Meter, Components thereto, and Batteries become the property of ZENNER.

LIMITS OF LIABILITY AND DISCLAIMER

This warranty shall be null and void if the Water Meter, Components thereto, and Batteries are repaired or altered by any party other than ZENNER. This warranty is applicable only to the extent that the Water Meter, Components thereto, and Batteries are installed, serviced and operated in accordance with ZENNER's specifications provided at the time of purchase of Water Meter, Components thereto, and Batteries. This warranty shall not apply to any Water Meter, Components thereto, or Batteries damaged by, or subject to, conditions which in ZENNER's opinion have caused an adverse effect upon the Water Meter, Components thereto, and Batteries ability to perform, including, but not limited to: exposure to erosive or corrosive liquids or gases, or which has been subject to vandalism, negligence, accident, acts of God, improper or unauthorized installation and/or service, Customer or third party operation or repair, alteration, excessive operating conditions, unqualified and/or improperly functioning registers, obsolete devices and/or equipment, circumstances which are beyond ZENNER's reasonable control, or any cause other than inherent manufacturing defects in the Water Meter, Components thereto, and Batteries.

Any description of the Water Meter, Components thereto, and Batteries, specifications, samples, models, bulletins, drawings, diagrams, engineering sheets or similar materials used in connection with any Customer's order, whether in writing or made orally by ZENNER or ZENNER's agents, are for the sole purpose of identifying the products and shall not be construed as an express warranty. Except as provided herein, any suggestions, written or oral, by ZENNER or ZENNER's agents regarding use, application, or suitability of the Products shall not be construed as an express warranty.

NOTWITHSTANDING ANY OTHER PROVISION OF THIS WARRANTY, IN NO EVENT SHALL ZENNER'S LIABILITY EXCEED THE PURCHASE PRICE OF THE WATER METER, COMPONENTS THERETO, AND BATTERIES DEEMED DEFECTIVE.

EXCEPT FOR THE WARRANTY SET FORTH HEREINABOVE, ZENNER MAKES NO EXPRESS OR IMPLIED WARRANTY WHATSOEVER WITH RESPECT TO THE WATER METER OR COMPONENTS OR BATTERIES, INCLUDING ANY (A) WARRANTY OF MERCHANTABILITY, (B) WARRANTY OF FITNESS FOR A PARTICULAR PURPOSE, OR (C) WARRANTY AGAINST INFRINGEMENT OF INTELLECTUAL PROPERTY RIGHTS OF A THIRD PARTY; WHETHER EXPRESS OR IMPLIED BY LAW, COURSE OF DEALING, COURSE OF PERFORMANCE, USAGE OF TRADE OR OTHERWISE. IN NO EVENT SHALL ZENNER BE LIABLE FOR ACTUAL DAMAGES ARISING FROM TORT CLAIMS OR THIRD PARTY BREACH OF CONTRACT CLAIMS, OR FOR CONSEQUENTIAL, EXEMPLARY, SPECIAL, INDIRECT, CONTINGENT, INCIDENTAL OR PUNITIVE DAMAGES, (INCLUDING, WITHOUT LIMITATION, LOST DATA, LOST SAVINGS, LOSS OF REVENUE, UTILITY COST RECOUPMENT, OR PROFITS), REGARDLESS OF FAULT, AND REGARDLESS AS TO WHETHER CUSTOMER HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES AND WHETHER OR NOT SUCH DAMAGES WERE FORESEEABLE.

Due to continuous research, evolving technology, updates and improvements, ZENNER reserves the right to change product or system specifications without notice, except to the extent an outstanding contractual obligation exists that states otherwise.

ZENNER Displacement Type Magnetic Drive Cold Water Meters

Model PPD

Sizes: 5/8", 3/4", 1", 1-1/2", 2"

U.S.A. Patent US D472,835 S



INTRODUCTION: ZENNER PPD Water Meters utilize a magnetically driven, positive displacement, oscillating piston design. It is designed to measure clean potable water where flow is in one direction only in residential, commercial and industrial settings.

OPERATION: Water flows through the meter's strainer and into the measuring chamber where it drives the piston. The hydro dynamically balanced piston oscillates around a control roller, guided by a division plate. A drive magnet transmits the motion of the piston to a driven magnet located within the hermetically sealed register. The magnet is connected to a gear train which translates the piston oscillations into volume totalization displayed on the register dial face.

CONSTRUCTION: ZENNER PPD Water Meters consist of three basic components: main case, measuring chamber and a sealed register. The main cases are constructed using C89833 Brass Alloy. Measuring Chambers are constructed of a durable synthetic polymer. Bottom plates (for meter sizes 5/8" thru 1") are available in Bronze, Cast Iron or synthetic polymer. Registers are available as either direct read or electronic output.

MAINTENANCE: ZENNER PPD Water Meters are engineered and manufactured to provide long-term service and operate virtually maintenance free. The precise simple design allows for part interchangeability which reduces parts inventory. The register housing may be removed without affecting water pressure or removal of the main case.

REGISTRATION: ZENNER PPD Water Meters utilize a magnetically driven, hermetically sealed design. The sealed design eliminates dirt, moisture infiltration, and prevents fogging. The register includes a large odometer-type totalization display, center sweep hand (360°) test circle and low flow leak detection. All ZENNER Meters have electronic output capabilities for easy conversion to Automated Meter Reading. 5/8" through 1" capacities are: 10,000,000 Gallons, 1,000,000 Cubic Feet, 100,000 Cubic Meters, 6 odometer wheels. 1 1/2" and 2" registration capacities are: 100,000,000 Gallons, 10,000,000 Cubic Feet, 1,000,000 Cubic Meters, 6 odometer wheels.

CONFORMANCE: ZENNER PPD Water Meters are tested and comply with AWWA C700 and ISO 4064 performance standards. These Meters comply with the lead-free provisions of the Safe Drinking Water Act and are certified to NSF/ANSI Standards 61 and 372.

TAMPERPROOF FEATURES: Customer removal of the register to obtain free water is prevented through the use of a locking device that requires a special tool, only available to water utilities.

CONNECTIONS: These meters have been designed with ease of installation in mind through the use of built-in wrench pads on meter sizes 5/8" through 1". Tailpiece/Unions for installations of meters are available as an option for various pipe types, sizes and misaligned pipes. The 1-1/2" PPD09 and 2" PPD12 flanged meters are available with an optional 1" test port.

DISCLOSURE: Displacement meters are not recommended for use with fire suppression systems. (See AWWA Standard C700)

MODEL		PPD01	PPD02	PPD03	PPD04	PPD05	PPD07
SIZE		5/8 x 1/2	5/8 x 3/4	3/4" Short	3/4 x 3/4	3/4 x 1	1"
High Flow Rate	USGPM	20	20	30	30	30	50
Continuous Flow	USGPM	10	10	15	15	15	25
Starting Flow	USGPM	3/64	3/64	5/64	5/64	5/64	5/64
Normal Flow	USGPM	1 - 20	1 - 20	2 - 30	2 - 30	2 - 30	3 - 50
Low Flow	USGPM	1/8	1/8	1/2	1/2	1/2	3/4
Extreme High Flow (Intermittent)	USGPM	25	28	35	35	35	65
Maximum Working Pressure	P.S.I.	150	150	150	150	150	150
Maximum Temperature	Deg. F	122	122	122	122	122	122
Length	Inches	7 1/2	7 1/2	7 1/2	9	9	10 3/4
Length with Couplings	Inches	12 1/2	12 1/2	12 1/2	14 1/2	14 1/2	16 1/2
Height	Inches	4 3/4	4 3/4	5 1/2	5 1/2	5 1/2	7
Weight	Pounds	5	5	7	7.2	7.2	13

MODEL		PPD08	PPD09	PPD09**T	PPD11	PPD12	PPD12**T
SIZE		1-1/2" Female Threads	1-1/2" Flanged	1-1/2" Flanged w/ Test Port	2" Female Threads	2" Flanged	2" Flanged w/ Test Port
High Flow Rate	USGPM	100	100	100	160	160	160
Continuous Flow	USGPM	50	50	50	80	80	80
Starting Flow	USGPM	1/2	1/2	1/2	3/4	3/4	3/4
Normal Flow	USGPM	5-100	5-100	5-100	8-160	8-160	8-160
Low Flow	USGPM	1 1/2	1 1/2	1 1/2	2	2	2
Extreme High Flow (Intermittent)	USGPM	120	120	120	170	170	170
Maximum Working Pressure	P.S.I.	150	150	150	150	150	150
Maximum Temperature	Deg. F	122	122	122	122	122	122
Length	Inches	12 5/8	13	13	15 1/4	17	17
Length with Couplings	Inches	-	-	-	-	-	-
Height	Inches	7 3/4	7 3/4	7 3/4	8	8	8
Weight	Pounds	25	26	26	31	35	35

ZENNER USA

Warranty for Multi-jet and Positive Displacement Water Meters

This warranty shall apply to ZENNER USA Multi-Jet and Positive Displacement Water Meters models PMN, PPD, PMF and PMFP (collectively the "Water Meters") used to measure potable water and the registers. This warranty shall be effective for all Water Meters shipped on or after January 2, 2012. This warranty is only extended to municipalities, utilities, other commercial users and ZENNER USA distributors, hereinafter referred to as "Customer(s)".

MATERIALS AND WORKMANSHIP

When used in normal potable systems and installed with an appropriate strainer on the inlet side of the meter, Zenner USA warrants its Water Meters and Components thereto free from defects in materials and workmanship, occurring within the earlier of the following time periods:

- **Non-Remote Register:** Twenty-five (25) years from date of installation or twenty-five (25) years and six (6) months from date of shipment.

AWWA METER ACCURACY

ZENNER USA warrants that in normal, potable water systems, its Water Meters will meet or exceed AWWA new meter accuracy standards for within the following timeframes:

- 5/8" Water Meters: Fifteen (15) years from date of sale or 1,500,000 gallons, whichever occurs first;
- 3/4" Water Meters: Fifteen (15) years from date of sale or 2,250,000 gallons, whichever occurs first;
- 1" Water Meters: Fifteen (15) years from date of sale or 3,000,000 gallons, whichever occurs first;
- 1-1/2" Water Meters: Ten (10) years from the date of sale or 6,000,000 gallons, whichever occurs first;
- 2" Water Meters: Ten (10) years from the date of sale or 8,000,000 gallons, whichever occurs first.

WATER METER OR COMPONENT RETURNS

Zenner USA's liability hereunder is expressly limited to the repair or replacement of the Water Meter or Components thereto at Zenner USA's sole discretion, upon the Customer's return of the Water Meter or Components thereto. The Customer must ship the Water Meter or Components thereto prepaid F.O.B. to the service center designated by Zenner USA. The Customer is responsible for all direct and indirect costs associated with removing the Water Meter or Components thereto and reinstalling the repaired or replacement Water Meter or Components thereto. The replaced Water Meter or Components thereto become the property of Zenner USA.

LIMITS OF LIABILITY AND DISCLAIMER

This warranty shall be null and void if the Water Meter or Components are repaired or altered by any party other than Zenner USA. This warranty is applicable only to the extent that the Water Meter and the Components are installed, serviced and operated in accordance with Zenner USA's specifications provided at the time of purchase of Water Meter or Components. This warranty shall not apply to any Water Meter or Components damaged by, or subject to, conditions which in Zenner USA's opinion have caused an adverse effect upon the Water Meter and Components ability to perform, including but not limited to: exposure to erosive or corrosive liquids or gases, or which has been subject to vandalism, negligence, accident, acts of God, improper or unauthorized installation and/or service, Customer or third party operation or repair, alteration, excessive operating conditions, unqualified and/or improperly functioning registers, obsolete devices and/or equipment, circumstances which are beyond Zenner USA's reasonable control, or any cause other than inherent manufacturing defects in the Water Meter or Components thereto.

Any description of the Water Meter or Components, specifications, samples, models, bulletins, drawings, diagrams, engineering sheets or similar materials used in connection with any Customer's order, whether in writing or made orally by Zenner USA or Zenner USA's agents, are for the sole purpose of identifying the products and shall not be construed as an express warranty. Except as provided herein, any suggestions, written or oral, by Zenner or Zenner's agents regarding use, application, or suitability of the Products shall not be construed as an express warranty.

NOTWITHSTANDING ANY OTHER PROVISION OF THIS WARRANTY, IN NO EVENT SHALL ZENNER USA'S LIABILITY EXCEED THE PURCHASE PRICE OF THE WATER METER OR COMPONENTS DEEMED DEFECTIVE.

EXCEPT FOR THE WARRANTY SET FORTH HEREINABOVE, ZENNER USA MAKES NO EXPRESS OR IMPLIED WARRANTY WHATSOEVER WITH RESPECT TO THE WATER METER OR COMPONENTS, INCLUDING ANY (A) WARRANTY OF MERCHANTABILITY, (B) WARRANTY OF FITNESS FOR A PARTICULAR PURPOSE, OR (C) WARRANTY AGAINST INFRINGEMENT OF INTELLECTUAL PROPERTY RIGHTS OF A THIRD PARTY; WHETHER EXPRESS OR IMPLIED BY LAW, COURSE OF DEALING, COURSE OF PERFORMANCE, USAGE OF TRADE OR OTHERWISE.

IN NO EVENT SHALL ZENNER USA BE LIABLE FOR ACTUAL DAMAGES ARISING FROM TORT CLAIMS OR THIRD PARTY BREACH OF CONTRACT CLAIMS, OR FOR CONSEQUENTIAL, EXEMPLARY, SPECIAL, INDIRECT, CONTINGENT, INCIDENTAL OR PUNITIVE DAMAGES, (INCLUDING, WITHOUT LIMITATION, LOST DATA, LOST SAVINGS, LOSS OF REVENUE, UTILITY COST RECOUPMENT, OR PROFITS), REGARDLESS OF FAULT, AND REGARDLESS AS TO WHETHER CUSTOMER HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES AND WHETHER OR NOT SUCH DAMAGES WERE FORESEEABLE.

Due to continuous research, evolving technology, updates and improvements, Zenner USA reserves the right to change product or system specifications without notice, except to the extent an outstanding contractual obligation exists that states otherwise.

ZENNER Cast Iron Turbine Meters

Models: ZTM and ZTML

Sizes 2" through 12"

INTRODUCTION: ZENNER Cast Iron Turbine Meters are designed for applications where flows are usually moderate to high and occasionally low. They are used in measurement of potable cold water in commercial and industrial services where flows are in one direction.

OPERATION: Water flows through the turbine section which causes the rotor to turn proportionately to the quantity of water flowing through the meter. A drive magnet transmits the motion of the rotor to a driven magnet located within the hermetically sealed register. The magnet is connected to a gear train which translates the rotations into volume totalization displayed on the register dial face. The only moving parts in the meter are the rotor assembly and vertical shaft.

CONSTRUCTION: ZENNER Cast Iron Turbine Meters consist of four basic components: The main housing, cover plate, measuring element, and sealed register. The main housing and cover plate are made of epoxy coated ductile cast iron with round flanges, except for the 2" ZTML02 meter which has oval flanges. The measuring element assembly includes the rotor assembly, vertical shaft and a calibration vane which eliminates the need for calibration change gears.

MAINTENANCE: ZENNER Cast Iron Turbine Meters are engineered and manufactured to provide long-term service and operate virtually maintenance free. If necessary the unitized measuring element (UME) can be removed from the main case for maintenance. Interchangeability of certain parts between like sized meters minimizes spare parts inventory. A built-in test port on the ZTML Models makes it possible to field test installed meters.

CONFORMANCE: ZENNER Cast Iron Turbine Meters are tested and comply with AWWA C701 Class II performance standards. These Meters comply with the lead-free provisions of the Safe Drinking Water Act and are certified to NSF/ANSI Standards 61 and 372.

STRAINERS: ZENNER recommends the use of a separate strainer upstream from the turbine meter. Strainers reduce the chance of damage to the rotor as well as the frequency in which it must be removed for inspection. The lack of a strainer may void the warranty of the turbine meter.

CONNECTIONS: Companion flanges for installation of meters on various pipe types and sizes are available in bronze or cast iron.



ZTM03



ZTML03

ZENNER USA

15280 Addison Rd #240, Addison, TX 75001
Phone (972) 386-6611, Fax (972) 386-1814
www.zennerusa.com

MODEL		ZTM02	ZTM03	ZTM04	ZTM06	ZTM08	ZTM10	ZTM12
SIZE		2"	3"	4"	6"	8"	10"	12"
Flow rate maximum intermittent	USGPM	400	550	1250	2500	4500	7000	8800
Maximum continuous	USGPM	200	450	1000	2000	3500	5500	6200
Optimum operating flow range	USGPM	3 - 200	5 - 550	10 - 1250	20 - 2500	30 - 4500	50 - 7000	90 - 8800
Low flow rate	USGPM	2	2-1/2	5	12	20	45	65
Start-up flow rate	USGPM	7/8	1-1/8	1-3/8	7-1/2	8	15	15
Maximum Working Pressure	P.S.I.	150	150	150	150	150	150	150
Maximum Temperature	Deg. F	150	150	150	150	150	150	150
Length	Inches	7-7/8	8-7/8	9-7/8	11-7/8	13-3/4	17-3/4	19-5/8
Height	Inches	8	9	10	12	14	15-3/4	18-3/4
Width	Inches	6	7-1/2	9	11	13-1/2	16	19
Weight	Pounds	20	33	42	58	110	172	230
Number of holes per flange		4	4	8	8	8	12	12

MODEL		ZTML02	ZTML03	ZTML04	ZTML06	ZTML08		
SIZE		2"	3"	4"	6"	8"		
Flow rate maximum intermittent	USGPM	400	550	1250	2500	4500		
Maximum continuous	USGPM	200	450	1000	2000	3500		
Optimum operating flow range	USGPM	3 - 200	5 - 550	10 - 1250	20 - 2500	30 - 4500		
Low flow rate	USGPM	2	2-1/2	5	12	20		
Start-up flow rate	USGPM	7/8	1-1/8	1-3/8	7-1/2	8		
Maximum Working Pressure	P.S.I.	150	150	150	150	150		
Maximum Temperature	Deg. F	150	150	150	150	150		
Length	Inches	10	12	14	18	20		
Height	Inches	8	9	10	12	14		
Width	Inches	6	7-1/2	9	11	13-1/2		
Weight	Pounds	17	33	49	89	122		
Number of holes per flange		2	4	8	8	8		

NOTE: Model ZTML Turbine Meters have a built-in test port. Model ZTML02 has a test port with 1" NPT Threads. Models ZTML03, ZTML04, ZTML06 and ZTML08 have a test port with 2" NTP Threads.

Zenner USA Warranty for Bronze and Cast Iron Turbine Water Meters

This warranty shall apply to Zenner Bronze and Cast Iron Turbine Water Meters, models PMT, PMTB, ZTM and ZTMB (collectively the "Water Meters") used to measure potable water and the registers, generators and ETR encoders (collectively the "Components") used with these Water Meters. This warranty shall be effective for all Water Meters shipped on or after January 2, 2012. This warranty is extended only to municipalities, utilities, other commercial users and Zenner USA distributors, hereinafter referred to as "Customer(s)".

MATERIALS AND WORKMANSHIP

When used in normal potable systems and installed with an appropriate strainer on the inlet side of the meter, Zenner USA warrants its Water Meters and Components thereto free from defects in materials and workmanship, occurring within the earlier of the following time periods:

- **Non-Remote Register:** Twenty-five (25) years from date of installation or twenty-five (25) years and six (6) months from date of shipment.
- **ETR® Encoders Supplied with the Water Meters Described Herein:** Ten (10) years from date of installation or ten (10) years and six (6) months from shipment.

AWWA METER ACCURACY

Zenner USA's 1-1/2" to 8" bronze body and 2" to 20" cast iron turbine Water Meters are warranted to meet or exceed AWWA new meter accuracy standards and to be free from defects in materials and workmanship for a period of eighteen (18) months from the date of shipment..

Water Meter or Component Returns

Zenner USA's liability hereunder is expressly limited to the repair or replacement of the Water Meter or Components thereto at Zenner USA's option, upon the Customer's return of the meter and the components thereto. The Customer must ship the meter and components thereto prepaid F.O.B. to the service center designated by Zenner USA. The Customer is responsible for all direct and indirect costs associated with removing the meter and the components thereto and reinstalling the repaired or replacement meter or components. The replaced meter and components thereto become the property of Zenner USA.

LIMITS OF LIABILITY AND DISCLAIMER

This warranty shall be null and void if the Water Meter or Components are repaired or altered by any party other than Zenner USA. This warranty is applicable only to the extent that the Water Meter and the Components are installed, serviced and operated in accordance with Zenner USA's specifications provided at the time of purchase of Water Meter or Components. This warranty shall not apply to any Water Meter or Components damaged by, or subject to, conditions which in Zenner USA's opinion have caused an adverse effect upon the Water Meter and Components ability to perform, including but not limited to: exposure to erosive or corrosive liquids or gases, or which has been subject to vandalism, negligence, accident, acts of God, improper or unauthorized installation and/or service, Customer or third party operation or repair, alteration, excessive operating conditions, unqualified and/or improperly functioning registers, obsolete devices and/or equipment, circumstances which are beyond Zenner USA's reasonable control, or any cause other than inherent manufacturing defects in the Water Meter or Components thereto.

Any description of the Water Meter or Components, specifications, samples, models, bulletins, drawings, diagrams, engineering sheets or similar materials used in connection with any Customer's order, whether in writing or made orally by Zenner USA or Zenner USA's agents, are for the sole purpose of identifying the products and shall not be construed as an express warranty. Except as provided herein, any suggestions, written or oral, by Zenner or Zenner's agents regarding use, application, or suitability of the Products shall not be construed as an express warranty

NOTWITHSTANDING ANY OTHER PROVISION OF THIS WARRANTY, IN NO EVENT SHALL ZENNER USA'S LIABILITY EXCEED THE PURCHASE PRICE OF THE WATER METER OR COMPONENTS DEEMED DEFECTIVE.

EXCEPT FOR THE WARRANTY SET FORTH HEREINABOVE, ZENNER USA MAKES NO EXPRESS OR IMPLIED WARRANTY WHATSOEVER WITH RESPECT TO THE WATER METER OR COMPONENTS, INCLUDING ANY (A) WARRANTY OF MERCHANTABILITY, (B) WARRANTY OF FITNESS FOR A PARTICULAR PURPOSE, OR (C) WARRANTY AGAINST INFRINGEMENT OF INTELLECTUAL PROPERTY RIGHTS OF A THIRD PARTY; WHETHER EXPRESS OR IMPLIED BY LAW, COURSE OF DEALING, COURSE OF PERFORMANCE, USAGE OF TRADE OR OTHERWISE.

IN NO EVENT SHALL ZENNER USA BE LIABLE FOR ACTUAL DAMAGES ARISING FROM TORT CLAIMS OR THIRD PARTY BREACH OF CONTRACT CLAIMS, OR FOR CONSEQUENTIAL, EXEMPLARY, SPECIAL, INDIRECT, CONTINGENT, INCIDENTAL OR PUNITIVE DAMAGES, (INCLUDING, WITHOUT LIMITATION, LOST DATA, LOST SAVINGS, LOSS OF REVENUE, UTILITY COST RECOUPMENT, OR PROFITS), REGARDLESS OF FAULT, AND REGARDLESS AS TO WHETHER CUSTOMER HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES AND WHETHER OR NOT SUCH DAMAGES WERE FORESEEABLE.

Due to continuous research, evolving technology, updates and improvements, Zenner USA reserves the right to change product or system specifications without notice, except to the extent an outstanding contractual obligation exists that states otherwise.

ZENNER Single Body Compound Meters

Model: ZCS

Sizes 2", 3" and 4"

INTRODUCTION: ZENNER ZCS Compound Meters are designed for applications where flows are usually medium and high but can occasionally be low. They are for use in measurement of potable cold water in commercial and industrial services where flows are in one direction.

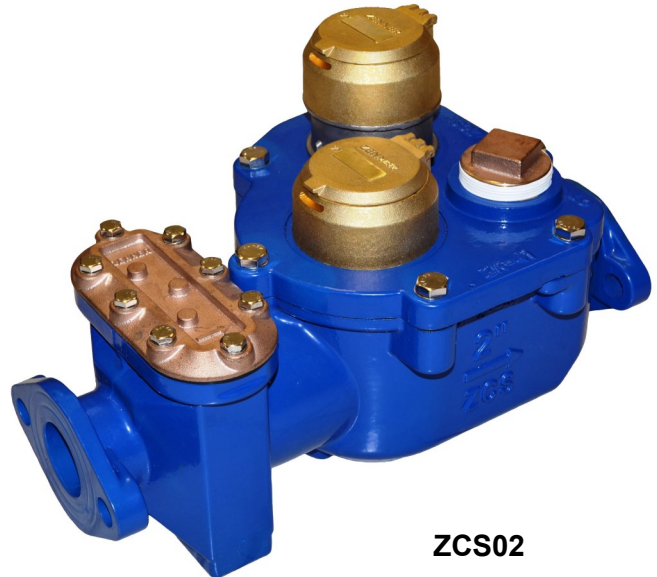
OPERATION: ZENNER ZCS Compound Meters combine a turbine type meter for the main flow and a proportionately sized volumetric cartridge type meter for the low flow in one unitized assembly. A change over valve controls the flow of water through the appropriate measuring device. Before the valve opens, all water flows through the low flow meter. As pressure rises the valve opens, allowing water to flow through both meters. Movement of the measuring elements are transmitted to drive magnets, which transmit the motion to driven magnets located within hermetically sealed registers. The magnets are connected to gear trains, which translate the rotations into volume totalization displayed on the register dial faces.

CONSTRUCTION: ZENNER ZCS Compound Meters consist of a main case, strainer assembly and a unitized measuring element assembly. The main case and cover are made from epoxy coated cast iron. The unitized measuring element assembly consists of a cover plate, a turbine measuring element, a volumetric cartridge type measuring chamber, a check valve assembly and two sealed registers with shrouds. The strainer assembly includes a brass cover and a Z type stainless steel strainer.

MAINTENANCE: ZENNER ZCS Compound Meters are engineered and manufactured to provide long-term service and operate virtually maintenance free. If necessary the unitized measuring element assembly (UME) can be removed from the main case for maintenance. The same UME is used for the 2", 3" and 4" SB Compound meters minimizing the need for a large spare parts inventory. The strainer assembly can be easily removed for cleaning by removing the eight strainer cover bolts.

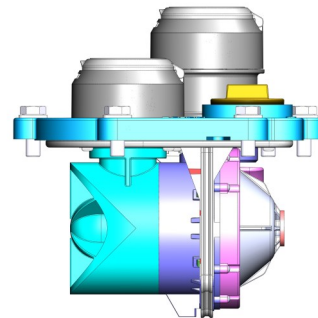
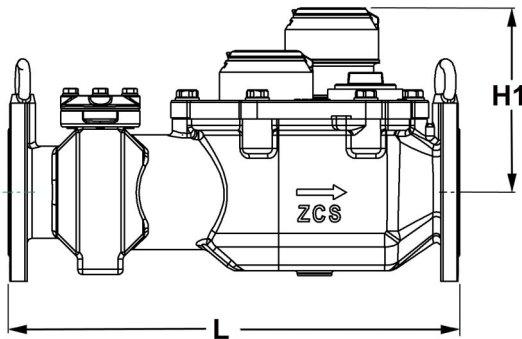
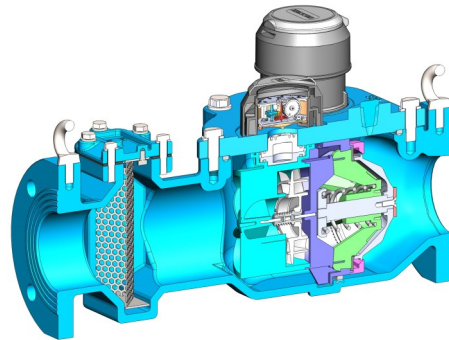
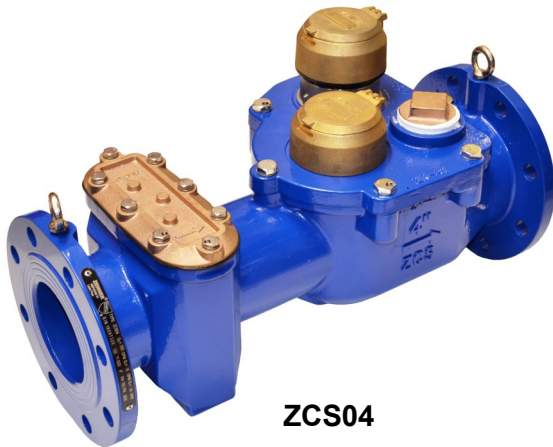
CONFORMANCE: ZENNER ZCS Compound Meters are tested and comply with AWWA C702 performance standards. These Meters comply with the lead-free provisions of the Safe Drinking Water Act and are certified to NSF/ANSI Standards 61 and 372.

CONNECTIONS: Companion flanges for installation of meters on various pipe types and sizes are available in bronze or cast iron.



ZCS02

MODEL		ZCS02	ZCS03	ZCS04	ZCS06	ZCS08
SIZE		2"	3"	4"	6"	8"
Maximum continuous (Q3)	USGPM	175	275	440	Available soon	Available soon
High flow rate	USGPM	220	350	600		
Low flow rate	USGPM	.25	.25	.25		
Start-up flow rate	USGPM	.125	.125	.125		
Maximum working pressure	P.S.I.	150	150	150		
Maximum temperature	Deg. F	122	122	122		
Length (L)	Inches	17	18	21		
Height (h1)	Inches	7 1/2	7 1/2	7 1/2		
Width	Inches	10 1/4	10 1/4	10 1/4		
Weight	Pounds	62	68	80		
Number of holes per flange		2	4	8		





Zenner Performance Meters, Inc. Warranty for Bronze and Cast Iron Compound Water Meters

This warranty shall apply to Performance Bronze and Cast Iron Compound Water Meters, models PMCB, PFS, PMC, ZCS (collectively the "Water Meters") used to measure potable water and the registers, generators and ERT encoders (collectively the "Components") used with these Water Meters. This warranty shall be effective for all Water Meters shipped on or after January 1, 2008. This warranty is extended only to municipalities, utilities, other commercial users and Zenner Performance Meters, Inc. ("Zenner Performance") distributors, hereinafter referred to as "Customers".

Materials and Workmanship

When used in normal potable systems and installed with an appropriate strainer on the inlet side of the meter. Zenner Performance warrants its Water Meters and Components thereto free from defects in materials and workmanship, occurring within the earlier of the following time periods:

Non-Remote Register

Twenty-five (25) years from date of installation or twenty-five (25) years and six (6) months from date of shipment.

ETR® Encoders Supplied with the Water Meters Described Herein

Ten (10) years from date of installation or ten (10) years and six (6) months from shipment.

AWWA Meter Accuracy

Zenner Performance 2" to 6" bronze housing Compound Water Meters and 3" to 8" cast iron housing Compound Water Meters are warranted to meet or exceed AWWA new meter accuracy standards and to be free from defects in materials and workmanship for a period of eighteen (18) months from the date of shipment.

Water Meter or Component Returns

Zenner Performance's liability hereunder is expressly limited to the repair or replacement of the Water Meter or Components thereto at Zenner Performance's option, upon the Customer's return of the meter and the components thereto. The Customer must ship the meter and components thereto prepaid F.O.B. to the service center designated by Zenner Performance. The Customer is responsible for all direct and indirect costs associated with removing the meter and the components thereto and reinstalling the repaired or replacement meter or components. The replaced meter and components thereto become the property of Zenner Performance.

Liability Limits

This warranty shall be null and void if the Water Meter or Components are repaired or altered by any party other than Zenner Performance. This warranty is applicable only to the extent that the Water Meter and the Components are installed, serviced and operated in accordance with Zenner Performance's instructions. This warranty shall not apply to any meter or component damaged by, or subject to, conditions which in Zenner Performance's opinion have caused an adverse effect upon the meter's or component's ability to perform, including but not limited to: improper or unauthorized installation, service, or modifications, excessive operating conditions, vandalism, acts of God or any cause other than inherent manufacturing defects in the Water Meter or Components thereto.

THE FOREGOING WARRANTY IS EXCLUSIVE AND IN LIEU OF ALL OTHER WARRANTIES OR GUARANTEES, EXPRESS, IMPLIED OR STATUTORY WITH RESPECT TO QUALITY, MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE OR OTHERWISE.

Any advertisements or suggestions made by Zenner Performance or Zenner Performance's agents relating to use, application, or suitability of the Water Meters or Components thereto shall not be construed as an express warranty unless confirmed in writing by Zenner Performance.

Exclusion of Consequential Damages and Disclaimer of Other Liability. Zenner Performance's liability shall in no event exceed the contract price. Zenner Performance shall not be subject to and disclaims: **(1) ANY OTHER OBLIGATIONS OR LIABILITIES ARISING OUT OF BREACH OF CONTRACT OR OF WARRANTY, (2) ANY SERVICES RENDERED BY ZENNER PERFORMANCE, OR ANY UNDERTAKINGS, ACTS, OR OBLIGATIONS WHATSOEVER ARISING FROM TORT CLAIMS (INCLUDING NEGLIGENCE AND STRICT LIABILITY) OR ARISING UNDER OTHER THEORIES OF LAW WITH RESPECT TO PRODUCTS SOLD OR OMISSIONS RELATING THERETO, AND (3) ALL CONSEQUENTIAL, INCIDENTAL, SPECIAL, MULTIPLE, EXEMPLARY, AND PUNITIVE DAMAGES WHATSOEVER.**

Due to continuous research, evolving technology, updates and improvements, Zenner reserves the right to change product or system specifications without notice, except to the extent an outstanding contractual obligation exists.

ZENNER USA

15280 Addison Rd. Suite 340, Addison, Texas 75001 (888) 766-1253, Fax (972) 386-1814

www.zennerusa.com

ZENNER Stealth Ultrasonic Meters

Model: ZSU

Sizes 2" through 12"

INTRODUCTION: ZENNER Ultrasonic Meters are designed for applications where high accuracy, long life and a dynamic flow range is desired. The highly advanced, all-digital technology achieves precise measurement without any moving parts, ensuring optimum revenue without compromised performance over time. These meters are used for the measurement of both potable and non-potable clean water in commercial and industrial settings and are capable of bi-directional flow measurement. The meter design has minimal head loss, decreasing pressure complaints from customers and reducing pumping costs for the utility. An industry leading sampling rate of 8 times per second, ensures you are picking up flow changes as they occur making the ZENNER Ultrasonic Meter the most accurate commercial ultrasonic meter in the industry.

OPERATION: ZENNER Ultrasonic Meters use solid state, sound measuring technology to measure instantaneous flow and calculate cumulative flow volume. The LCD display has two rows. The first row shows total volume, where it is factory programmed for US Gallons, Cubic Feet or Cubic Meters. The second row displays additional information such as rate of flow, flow direction, remaining battery life, leak alarms, empty pipe alerts, etc. These meters are capable of ultra precise leak registration with low flow sensitivity as low as .12 GPM.

CONSTRUCTION: ZENNER Ultrasonic Meters consist of three basic components: The main housing, electronics & display package, and four transducers. The main housing is made of epoxy coated ductile iron.

COMMUNICATION: ZENNER Ultrasonic Meters have a universal communication protocol package capable of producing outputs compatible for use with Encoded systems. These meters are designed to be connected to any existing AMR/AMI system.

MAINTENANCE: ZENNER Ultrasonic Meters are engineered and manufactured to provide long-term service and operate virtually maintenance free. There are no moving parts to service. The battery pack has a standard life-time of up to 12 years and is replaceable.

CONFORMANCE: ZENNER Ultrasonic Meters are tested and comply with AWWA Standards C715 and C750. These Meters comply with the lead free provisions of the Safe Drinking Water Act and are certified to NSF/ANSI Standards 61 and 372.

INSTALLATION: ZENNER Ultrasonic Meters are designed to fit the same laying length as most standard turbine meters. With no moving parts to damage, these meters can be used safely and accurately with or without a strainer. These meters are submersible and exceed IP68 standards. These meters can be installed in any position, including horizontal and vertical.



MODEL		ZSU02	ZSU03	ZSU04	ZSU06	ZSU08	ZSU10	ZSU12
SIZE		2"	3"	4"	6"	8"	10"	12"
Maximum continuous	USGPM	230	530	910	2,300	2,800	6,000	9,600
High flow rate	USGPM	230	530	910	2,300	2,800	6,000	9,600
Low flow rate	USGPM	.25	.50	.75	2.25	3.5	5.5	9
Start-up flow rate	USGPM	.12	.25	.44	1.12	1.75	2.75	4.50
Maximum working pressure	P.S.I.	225	225	225	225	225	225	225
Pressure loss at the high flow rate	P.S.I.	4.9	1.9	1.9	1.0	1.0		
Operating temperature limits	Deg. F	32 - 122	32 - 122	32 - 122	32 - 122	32 - 122	32 - 122	32 - 122
Length	Inches	10	12	14	18	20	17 3/4	19 11/16
Height	Inches	5 5/8	7 1/2	8 3/4	10 5/8	12 5/8	15 3/16	18 1/8
Width	Inches	6	7 1/2	9	11	13 1/2	16	19
Weight	Pounds	18	36	48	61	94	116	170
Number of holes per flange		2	4	8	8	8	12	12



ZSU02



ZSU04



ZSU06

ZENNER USA Warranty for ZENNER Stealth Ultrasonic Water Meters

This warranty shall apply to ZENNER Stealth Ultrasonic Water Meters, model ZSU (Collectively the "Water Meters") used to measure potable and non-potable water and the electronics, display, and transducers (collectively the "Components"), along with the Batteries provided by ZENNER USA ("ZENNER"), used with these Water Meters. This warranty shall be effective for all Water Meters shipped on or after October 10, 2018. This warranty is extended only to municipalities, utilities, other commercial users and ZENNER distributors, hereinafter referred to as "Customer(s)".

MATERIALS AND WORKMANSHIP

When used in normal potable and non-potable systems, ZENNER warrants its Water Meters, Components thereto, and Batteries free from defects in materials and workmanship, occurring within the following time periods:

- Water Meters: Two (2) years from the original date of shipment.
- Components: Two (2) years from the original date of shipment.
- Batteries: Ten (10) years from the original date of shipment.

AWWA METER ACCURACY

ZENNER's 2" to 8" Ultrasonic Meters are warranted to meet or exceed AWWA new meter accuracy standards for a period of two (2) years from the original date of shipment.

WATER METER OR COMPONENT RETURNS

ZENNER's liability hereunder is expressly limited to the repair or replacement of the Water Meter, Components thereto, and Batteries at ZENNER's option, upon the Customer's return of the Water Meter, Components thereto, and Batteries. The Customer must ship Water Meter, Components thereto, and Batteries, prepaid F.O.B., to the service center designated by ZENNER. The Customer is responsible for all direct and indirect costs associated with removing the Water Meter, Components thereto, and Batteries and reinstalling the repaired or replacement Water Meter, Components thereto, and Batteries. The returned Water Meter, Components thereto, and Batteries become the property of ZENNER.

LIMITS OF LIABILITY AND DISCLAIMER

This warranty shall be null and void if the Water Meter, Components thereto, and Batteries are repaired or altered by any party other than ZENNER. This warranty is applicable only to the extent that the Water Meter, Components thereto, and Batteries are installed, serviced and operated in accordance with ZENNER's specifications provided at the time of purchase of Water Meter, Components thereto, and Batteries. This warranty shall not apply to any Water Meter, Components thereto, or Batteries damaged by, or subject to, conditions which in ZENNER's opinion have caused an adverse effect upon the Water Meter, Components thereto, and Batteries ability to perform, including, but not limited to: exposure to erosive or corrosive liquids or gases, or which has been subject to vandalism, negligence, accident, acts of God, improper or unauthorized installation and/or service, Customer or third party operation or repair, alteration, excessive operating conditions, unqualified and/or improperly functioning registers, obsolete devices and/or equipment, circumstances which are beyond ZENNER's reasonable control, or any cause other than inherent manufacturing defects in the Water Meter, Components thereto, and Batteries.

Any description of the Water Meter, Components thereto, and Batteries, specifications, samples, models, bulletins, drawings, diagrams, engineering sheets or similar materials used in connection with any Customer's order, whether in writing or made orally by ZENNER or ZENNER's agents, are for the sole purpose of identifying the products and shall not be construed as an express warranty. Except as provided herein, any suggestions, written or oral, by ZENNER or ZENNER's agents regarding use, application, or suitability of the Products shall not be construed as an express warranty.

NOTWITHSTANDING ANY OTHER PROVISION OF THIS WARRANTY, IN NO EVENT SHALL ZENNER'S LIABILITY EXCEED THE PURCHASE PRICE OF THE WATER METER, COMPONENTS THERETO, AND BATTERIES DEEMED DEFECTIVE.

EXCEPT FOR THE WARRANTY SET FORTH HEREINABOVE, ZENNER MAKES NO EXPRESS OR IMPLIED WARRANTY WHATSOEVER WITH RESPECT TO THE WATER METER OR COMPONENTS OR BATTERIES, INCLUDING ANY (A) WARRANTY OF MERCHANTABILITY, (B) WARRANTY OF FITNESS FOR A PARTICULAR PURPOSE, OR (C) WARRANTY AGAINST INFRINGEMENT OF INTELLECTUAL PROPERTY RIGHTS OF A THIRD PARTY; WHETHER EXPRESS OR IMPLIED BY LAW, COURSE OF DEALING, COURSE OF PERFORMANCE, USAGE OF TRADE OR OTHERWISE. IN NO EVENT SHALL ZENNER BE LIABLE FOR ACTUAL DAMAGES ARISING FROM TORT CLAIMS OR THIRD PARTY BREACH OF CONTRACT CLAIMS, OR FOR CONSEQUENTIAL, EXEMPLARY, SPECIAL, INDIRECT, CONTINGENT, INCIDENTAL OR PUNITIVE DAMAGES, (INCLUDING, WITHOUT LIMITATION, LOST DATA, LOST SAVINGS, LOSS OF REVENUE, UTILITY COST RECOUPMENT, OR PROFITS), REGARDLESS OF FAULT, AND REGARDLESS AS TO WHETHER CUSTOMER HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES AND WHETHER OR NOT SUCH DAMAGES WERE FORESEEABLE.

Due to continuous research, evolving technology, updates and improvements, ZENNER reserves the right to change product or system specifications without notice, except to the extent an outstanding contractual obligation exists that states otherwise.

EXHIBIT B

TERMS AND CONDITIONS (COMMODITIES)

(Last Updated December 20, 2023)

*The term "Contractor" may substitute for the term "vendors," "consultants," or "firms," depending on the purpose of the underlying Contract.

IN GENERAL

1. **PARTIES:** The City of Flagstaff ("City") and the contractor identified in the Contract ("Contractor") may be referred to individually as "Party" or collectively as "Parties."
2. **NOTICE TO PROCEED:** Contractor shall not commence performance until after the City has issued a Notice to Proceed.
3. **LICENSES AND PERMITS:** Contractor at its expense shall maintain current federal, state, and local licenses, permits, and approvals required for performance of the Contract and provide copies to City upon request.
4. **COMPLIANCE WITH LAWS:** Contractor shall comply with all applicable federal, state, and local laws, regulations, standards, codes, and ordinances in performance of the Contract.
5. **NON-EXCLUSIVE:** Unless expressly provided otherwise in the Contract, the Contract is non-exclusive, and the City reserves the right to contract with others for materials or services.
6. **SAMPLES:** Any sample submitted to the City by the Contractor and relied upon by City as representative of quality and conformity shall constitute an express warranty that all materials and/or service to be provided to City shall be of the same quality and conformity.

MATERIALS

7. **PURCHASE ORDERS:** The City will issue a purchase order for the materials covered by the Contract, and such order will reference the Contract number.
8. **QUALITY:** Contractor warrants that all materials supplied under the Contract will be new and free from defects in material or workmanship. The materials will conform to any statements made on the containers or labels or advertisements for the materials and will be safe and appropriate for use as normally used. The City's inspection, testing, acceptance, or use of materials shall not serve to waive these quality requirements. This warranty shall survive termination or expiration of the Contract.
9. **ACCEPTANCE:** All materials and services provided by Contract are subject to final inspection and acceptance by the City. Materials and services failing to conform to the Contract specifications may be rejected in whole or part. If rejected, Contractor is responsible for all costs associated arising from rejection.
10. **MANUFACTURER'S WARRANTIES:** Contractor shall deliver all Manufacturer's Warranties to the City upon the City's acceptance of the materials.

11. **PACKING AND SHIPPING:** Contractor shall be responsible for industry standard packing which conforms to requirements of carrier's tariff and ICC regulations. Containers shall be clearly marked as to lot number, destination, address, and purchase order number. All shipments shall be F.O.B. Destination, City of Flagstaff, 211 West Aspen Avenue, Flagstaff, Arizona 86001, unless otherwise specified by the City. C.O.D. shipments will not be accepted.
12. **TITLE AND RISK OF LOSS:** The title and risk of loss of material shall not pass to the City until the City actually receives the material at the point of delivery and the City has completed inspection and has accepted the material, unless the City has expressly provided otherwise in the Contract.
13. **NO REPLACEMENT OF DEFECTIVE TENDER:** Every tender of materials shall fully comply with all provisions of the Contract. If a tender is made which does not fully conform, this shall constitute a breach and Contractor shall not have the right to substitute a conforming tender without prior written approval from the City.
14. **DEFAULT IN ONE INSTALLMENT TO CONSTITUTE TOTAL BREACH:** Contractor may not substitute nonconforming materials and/or services. Delivery of nonconforming materials and/or services, or a default of any nature, shall constitute a breach of the Contract as a whole.
15. **SHIPMENT UNDER RESERVATION PROHIBITED:** Contractor is not authorized to ship materials under reservation and no tender of a bill of lading shall operate as a tender of the materials.
16. **LIENS:** All materials and other deliverables supplied to the City shall be free of all liens, other than the security interest held by Contractor, until payment in full is made by the City. Upon request of the City, Contractor shall provide a formal release of all liens.
17. **CHANGES IN ORDERS:** The City reserves the right at any time to make changes in any one or more of the following: (a) methods of shipment or packing; (b) place of delivery; and (c) quantities. If any change causes an increase or decrease in the cost of or the time required for performance, an equitable adjustment may be made in the price or delivery schedule, or both. Any claim for adjustment shall be evidenced in writing and approved by the City Purchasing Director prior to the institution of the change.

PAYMENT

18. **INVOICES:** A separate invoice shall be issued for each shipment and each job completed. Invoices shall include the Contract and/or Purchase Order number and dates when goods had been shipped or work performed. Invoices shall be sent within thirty (30) days following performance. Payment will only be made for satisfactory materials and/or services received and accepted by City.
19. **LATE INVOICES:** The City may deduct up to 10% of the payment price for late invoices. The City operates on a fiscal year budget, from July 1 through the following June 30. Except in unusual circumstances, which are not due to the fault of Contractor, the City will not honor any invoices or claims submitted after August 15 for materials or services supplied in the prior fiscal year.

- 20. TAXES:** Contractor shall be responsible for payment of all taxes including federal, state, and local taxes related to or arising out of Contractor's performance of the Contract. Such taxes include but are not limited to federal and state income tax, social security tax, unemployment insurance taxes, transaction privilege taxes, use taxes, and any other taxes or business license fees as required.

Exception: The City will pay any taxes which are specifically identified as a line-item dollar amount in the Contractor's bid, proposal, or quote, and which were considered and approved by the City as part of the Contract award process. In this event, taxes shall be identified as a separate line item in Contractor's invoices.

- 21. FEDERAL EXCISE TAXES:** The City is exempt from paying certain Federal Excise Taxes and will furnish an exemption certificate upon request.
- 22. FUEL CHARGES:** Contractor at its own expense is liable for all fuel costs related to performance. No fuel surcharges will be accepted or paid by the City.
- 23. DISCOUNTS:** If the Contract provides for payment discounts, payment discounts will be computed from the later date of the following: (a) when correct invoice is received by the City; or (b) when acceptable materials were received by the City.
- 24. AMOUNTS DUE TO THE CITY:** Contractor must be current and remain current in all obligations due to the City during performance. Payments to Contractor may be offset by any delinquent amounts due to the City or fees and charges owed to the City under the Contract.
- 25. OFAC:** No payments may be made to any person in violation of Office of Foreign Assets Control regulations. 31 C.F.R. Part 501.

INSPECTION, RECORDS, ADMINISTRATION

- 26. RECORDS:** The City shall have the right to inspect and audit all Contractor books and records related to the Contract for up to five years after completion of the Contract.
- 27. RIGHT TO INSPECT BUSINESS:** The City shall have the right to inspect the place of business of the Contractor or its subcontractor during regular business hours at reasonable times, to the extent necessary to confirm Contract performance.
- 28. PUBLIC RECORDS:** The Contract and any related materials are a matter of public record and subject to disclosure pursuant to Arizona Public Records Law. A.R.S. § 39-121 et seq. If Contractor has clearly marked its proprietary information as "confidential," the City will endeavor to notify Contractor prior to release of such information.
- 29. CONTRACT ADMINISTRATION:** Contractor will be required to participate in the City's contract administration process. Contractor will be closely monitored for Contract compliance and will be required to promptly correct any deficiencies.

INDEMNIFICATION

- 30. GENERAL INDEMNIFICATION:** Contractor shall indemnify and hold the City, and its officers, agents, employees, and subcontractors, harmless from and against any third-party claims, actions, liabilities, costs, including reasonable attorneys' fees and other costs of defense, arising out of the acts, errors, or omissions of Contractor, its officers, agents, employees, and subcontractors, in performing or failing to perform the responsibilities identified in the Contract. In the event any such action or claim is brought against the City, Contractor shall, if the City so elects, and upon tender by the City: (a) defend the same at Contractor's sole cost and expense; and/or (b) promptly satisfy any judgment adverse to the City; or (c) reimburse the City for any loss, cost, damage, or expense, including attorneys' fees, suffered or incurred by the City. The City shall notify Contractor, within a reasonable time, of any claim, threat of claim, or legal action as it relates to the responsibilities identified in the Contract. This indemnification shall survive termination or expiration of the Contract.

CONTRACT CHANGES

- 31. PRICE INCREASES:** Except as expressly provided for in the Contract, no price increases will be approved.
- 32. COMPLETE AGREEMENT:** The Contract is intended to be the complete and final agreement of the Parties.
- 33. AMENDMENTS:** The Contract may be amended by written agreement of the Parties.
- 34. SEVERABILITY:** If any term or provision of the Contract is found by a court of competent jurisdiction to be illegal or unenforceable, then such term or provision is deemed deleted and the remainder of the Contract shall remain in full force and effect.
- 35. NO WAIVER:** Both Parties have the right to insist upon strict performance of the Contract, and the prior failure of a Party to insist upon strict performance, or a delay in any exercise of any right or remedy, or acceptance of materials or services, shall not be deemed a waiver of any right to insist upon strict performance.
- 36. ASSIGNMENT:** Contractor was selected for its special knowledge, skills, and expertise, and shall not assign the services/materials required in the Contract, in whole or in part, without the City's prior written consent, which may be withheld for any reason. Any assignment without such consent shall be null and void. No assignment shall relieve Contractor (Assignor) from any of its obligations and liabilities under the Contract with respect to the City. The Purchasing Director shall have authority to consent to an assignment on behalf of the City.
- 37. BINDING EFFECT:** The Contract shall be binding upon and inure to the benefit of the Parties and their successors and assigns.

EMPLOYEES AND SUBCONTRACTORS

- 38. SUBCONTRACTING:** Contractor was selected for its special knowledge, skills, and expertise, and shall not assign the services/materials required in the Contract, in whole or in part, without the City's prior written consent, which may be withheld for any reason. The City reserves the right to withhold consent if the subcontractor is deemed irresponsible

and/or subcontracting may negatively affect performance. All subcontracts shall comply with the underlying Contract. Contractor is responsible for Contract performance whether or not subcontractors are used.

39. **NONDISCRIMINATION:** Contractor shall not discriminate against any employee or applicant for employment or person to whom it provides services because of race, color, religion, sex, national origin, disability, genetic information, veteran's status, pregnancy, and/or familial status and represents and warrants that it complies with all applicable federal, state, and local laws and executive orders regarding employment. In addition, any Contractor whose business is located within City of Flagstaff limits shall comply with the Flagstaff City Code, Chapter 14-02, *Civil Rights*, which also prohibits discrimination based on sexual orientation or gender identity or expression.
40. **DRUG FREE WORKPLACE:** The City has adopted a Drug Free Workplace policy for itself and those doing business with the City to ensure the safety and health of all persons working on City contracts and projects. Contractor's personnel shall abstain from use or possession of illegal drugs while engaged in performance of the Contract.
41. **IMMIGRATION LAWS:** Pursuant to A.R.S. § 41-4401, Contractor hereby warrants to the City that Contractor and each of its subcontractors shall comply with all state and federal immigration laws and regulations that relate to its employees and A.R.S. § 23-214(A). A breach of state and/or federal immigration laws and regulations shall constitute a material breach of the Contract and shall subject Contractor to penalties up to and including termination of the Contract. The City may, at its sole discretion, conduct random verification of the employment records of the employees of the Contractor and any subcontractors to ensure compliance with all state and federal immigration laws and regulations. Neither Contractor nor any subcontractor shall be deemed to have materially breached the Contract if Contractor or subcontractor establishes that it has complied with the employment verification provisions prescribed by sections 274A and 274B of the Federal Immigration and Nationality Act and the e-verify requirements prescribed by A.R.S. § 23-214(A).

DEFAULT AND TERMINATION

42. **TERMINATION FOR DEFAULT:** Prior to terminating the Contract for a material breach, the non-defaulting Party shall give the defaulting Party written notice and reasonable opportunity to cure the default, not to exceed thirty (30) days unless a longer period of time is granted by the non-defaulting Party in writing. In the event the breach is not timely cured, or in the event of a series of repeated breaches, the non-defaulting Party may elect to terminate Contract by written notice to defaulting Party, which shall be effective upon receipt. In the event of default, the Parties may execute all remedies available at law in addition to the Contract remedies provided for herein.
43. **CITY REMEDIES:** In the event of Contractor's default, the City may obtain required materials and/or services from a substitute contractor, and Contractor shall be liable to the City to pay for the costs of such substitute service. The City may deduct or offset the cost of substitute service from any balance due to Contractor, and/or seek recovery of the costs of substitute service against any performance security, and/or collect any liquidated damages provided for in the Contract. Remedies herein are not exclusive.
44. **CONTRACTOR REMEDIES:** In the event of the City's default, Contractor may pursue all remedies available at law, except as provided for herein.

45. **TERMINATION FOR NONAPPROPRIATION OF FUNDS:** The City may terminate all or a portion of the Contract due to budget constraints and non-appropriation of funds for the following fiscal year, without penalty or liability to Contractor.
46. **TERMINATION FOR CONVENIENCE:** Unless expressly provided for otherwise in the Contract, the Contract may be terminated in whole or part by the City for convenience upon thirty (30) days written notice, without further penalty or liability to Contractor. If the Contract is terminated, City shall be liable only for payment for satisfactory materials and/or services received and accepted by the City before the effective date of termination.
47. **TERMINATION DUE TO INSOLVENCY:** If Contractor becomes a debtor in a bankruptcy proceeding, or a reorganization, dissolution, or liquidation proceeding, or if a trustee or receiver is appointed over all or a substantial portion of the property of Contractor under federal bankruptcy law or any state insolvency law, Contractor shall immediately provide the City with a written notice thereof. The City may terminate the Contract, and Contractor is deemed in default, at any time if the Contractor becomes insolvent, or is a party to any voluntary bankruptcy or receivership proceeding, makes an assignment for a creditor, or there is any similar action that affects Contractor's ability to perform under the Contract.
48. **PAYMENT UPON TERMINATION:** Upon termination of the Contract, the City will pay Contractor for satisfactory performance up until the effective date of termination. The City shall make final payment within thirty (30) days from receipt of the Contractor's final invoice.
49. **CANCELLATION FOR GRATUITIES:** The City may cancel the Contract at any time, without penalty or further liability to Contractor, if City determines that Contractor has given or offered to give any economic opportunity, future employment, gift, loan, gratuity, special discount, trip, favor, or service to a public servant in connection with award or performance of the Contract.
50. **CANCELLATION FOR CONFLICT OF INTEREST:** Pursuant to A.R.S. § 38-511, if the City identifies a conflict of interest in the award or performance of the Contract, the City may cancel the Contract within three years after its execution, without penalty or further liability to Contractor.

MISCELLANEOUS

51. **COOPERATIVE PURCHASE CONTRACTS:** Presuming that Contractor agreed to such during the procurement process, Contractor will enter into cooperative purchase arrangements, as sanctioned by state and federal law, to allow Contractor to sell materials and services to any member of a cooperative group under the same pricing, terms, and conditions of the contract awarded to the Contractor by the public procurement unit, following a competitive procurement process.
52. **ADVERTISING:** Contractor shall not advertise or publish information concerning its Contract with the City without the prior written consent of the City.
53. **NOTICES:** All notices given pursuant to the Contract shall be delivered at the addresses as specified in the Contract or updated by Notice to the other Party. Notices may be: (a) personally delivered, with receipt effective upon personal delivery; (b) sent via certified mail, postage prepaid, with receipt deemed effective four days after being sent; or (c) sent by overnight courier, with receipt deemed effective two days after being sent. Notice may be

sent by email as a secondary form of notice.

54. **THIRD PARTY BENEFICIARIES:** The Contract is intended for the exclusive benefit of the Parties. Nothing herein is intended to create any rights or responsibilities to third parties.
55. **GOVERNING LAW:** The Contract shall be construed in accordance with the laws of Arizona.
56. **FORUM:** In the event of litigation relating to the Contract, any action at law or in equity shall be filed in Coconino County, Arizona.
57. **ATTORNEYS' FEES:** If any action at law or in equity is necessary to enforce the terms of the Contract, the prevailing party shall be entitled to recover its reasonable attorneys' fees, costs, professional fees, and expenses.
58. **FORCE MAJEURE:**
 - a. There may be events that occur during the term of the Contract that are beyond the control of both the City and Contractor, including events of war, floods, labor, disputes, earthquakes, epidemics, pandemics, adverse weather conditions not reasonably anticipated, forest fires, and other acts of God ("Events"). These Events may result in a temporary delay of contractual deliverables, or the permanent inability to provide the contractual deliverables that are the subject of the Contract.
 - b. There shall be no claims arising from a temporary delay of contractual deliverables or the permanent inability to provide the contractual deliverables caused by the Events, and the City shall not pay additional costs incurred by Contractor as a result of such Events.
 - c. The Parties shall act in good faith to extend the Contract completion date without any penalty to Contractor and that the extension will be in an amount of time equal to any temporary delay. This provision of the Contract supersedes all other terms regarding temporary delay, permanent shut down, or increased costs.
59. **NO BOYCOTT OF ISRAEL:** Pursuant to A.R.S. §§ 35-393 and 35-393.01, if a Party has over ten (10) employees and the Contract is worth at least one-hundred thousand dollars and no cents (\$100,000), the Party shall certify that it is not currently engaged in, and agrees, for the duration of the Contract, will not engage in a boycott of Israel.
60. **CHANGES TO CONTRACT:** The Contract shall not be modified within the first year after Contract award where: (a) an amendment may result in a competitive advantage that was not made available to other proposers/bidders; or (b) requests for changes may delay commencement of performance.
61. **FORCED LABOR OF ETHNIC UYGHURS:** If Contractor engages in for-profit activity and has ten (10) or more employees, pursuant to A.R.S. § 35-394, the Contractor certifies that it does not currently, and agrees for the duration of the contract that it will not, use: 1) the forced labor of ethnic Uyghurs in the People's Republic of China; 2) any goods or services produced by the forced labor of ethnic Uyghurs in the People's Republic of China; and 3) any contractors, subcontractors, or suppliers that use the forced labor or any goods or services produced by the forced labor of ethnic Uyghurs in the People's Republic of China.

If the Contractor becomes aware during the term of the contract that the company is not in compliance with the written certification, the Contractor shall notify the City within five (5) business days after becoming aware of the noncompliance. If the Contractor does not provide the City with a written certification that the Contractor has remedied the noncompliance within 180 days after notifying the City of the noncompliance, this Contract terminates, except that if the contract termination date occurs before the end of the remedy period the Contract terminates on the Contract termination date.

- 62. INDEPENDENT CONTRACTOR:** Contractor shall be an independent contractor for purposes of all laws, including but not limited to the Fair Labor Standards Act, Federal Insurance Contribution Act, Social Security Act, Federal Unemployment Tax Act, Internal Revenue Code, Immigration and Naturalization Act, Arizona revenue and taxation, workers' compensation, and unemployment insurance laws.

EXHIBIT C

INSURANCE REQUIREMENTS (COMMODITIES)

(Last Updated December 20, 2023)

*The term "Contractor" may substitute for the term "vendors," "consultants," or "firms," depending on the purpose of the underlying Contract.

1. **IN GENERAL:** Contractor shall maintain insurance against claims for injury to persons or damage to property arising from performance of or in connection with the Contract by Contractor, its agents, representatives, employees, and/or subcontractors.
2. **REQUIREMENT TO PROCURE AND MAINTAIN:** Each insurance policy required by the Contract shall be in effect at, or before, commencement of work under the Contract and shall remain in effect until all of Contractor's obligations under the Contract have been met, including any warranty periods. Contractor's failure to maintain the insurance policies as required by the Contract, or to provide timely evidence of renewal, will be considered a material breach of the Contract.
3. **MINIMUM SCOPE AND LIMITS OF INSURANCE:** The following insurance requirements are minimum requirements for the Contract and in no way limit the indemnity covenants contained in the Contract. The City does not represent or warrant that the minimum limits set forth in the Contract are sufficient to protect Contractor from liabilities that might arise out of the Contract, and Contractor is free to purchase such additional insurance as Contractor may determine is necessary.

Where applicable, as related to the Scope of Work, Contractor shall provide coverage at least as broad and with limits not less than those stated below.

a. Commercial General Liability - Occurrence Form

General Aggregate	\$2,000,000
Products/Completed Operations	\$1,000,000
Each Occurrence	\$1,000,000

b. Umbrella Coverage \$2,000,000

c. Automobile Liability

Any Automobile or Owned, Hired, and Non-owned Vehicles	\$1,000,000
Combined Single Limit Per Accident for Bodily Injury & Property Damage	

d. Workers' Compensation and Employer's Liability

Workers' Compensation	Statutory
Employer's Liability: Each Accident	\$1,000,000
Disease - Each Employee	\$1,000,000
Disease - Policy Limit	\$1,000,000

4. **SELF-INSURED RETENTION:** Any self-insured retentions must be declared to and approved by the City. If not approved, the City may require that Contractor reduce or eliminate such self-insured retentions with respect to the City, its officers, agents, employees, and/or subcontractors. Contractor shall be solely responsible for any self-insured retention amounts. The City at its option

may require Contractor to secure payment of such self-insured retention by a surety bond or irrevocable and unconditional letter of credit.

6. **OTHER INSURANCE REQUIREMENTS:** The insurance policies shall contain, or be endorsed to contain, the following provisions:
 - a. Additional Insured: In Commercial General Liability and Automobile Liability Coverages, the City of Flagstaff, its officers, officials, agents, employees, and/or subcontractors shall be named and endorsed as additional insureds with respect to liability arising out of the Contract and activities performed by or on behalf of Contractor, including products and completed operations of Contractor, and automobiles owned, leased, hired, or borrowed by Contractor.
 - b. Broad Form: Contractor's insurance policy shall contain broad form contractual liability coverage.
 - c. Primary Insurance: Contractor's insurance coverage shall be primary insurance with respect to the City, its officers, officials, agents, employees, and/or subcontractors. Any insurance or self-insurance maintained by the City, its officers, officials, agents, employees, and/or subcontractors shall be in excess of the coverage of Contractor's insurance and shall not contribute to it.
 - d. Each Insured: Contractor's insurance policies shall apply separately to each insured against whom a claim is made or suit is brought, except with respect to the limits of the insurer's liability.
 - e. Not Limited: Coverage provided by Contractor shall not be limited to the liability assumed under the indemnification provisions of the Contract.
 - f. Waiver of Subrogation: The insurance policies shall contain a waiver of subrogation against the City, its officers, officials, agents, employees, and/or subcontractors for losses arising from work performed by Contractor for the City.
7. **NOTICE OF CANCELLATION:** Each insurance policy required by the insurance provisions of the Contract shall provide the required coverage and shall not be suspended, voided, cancelled, and/or reduced in coverage or in limits unless prior written notice has been given to the City. Notices required by this section shall be sent directly to the Procurement Agent and shall reference the Contract Number.
8. **ACCEPTABILITY OF INSURERS:** Contractor shall place insurance hereunder with insurers duly licensed or approved unlicensed companies in the State of Arizona and with a "Best's" rating of not less than A-: VII. The City does not represent or warrant that the above required minimum insurer rating is sufficient to protect Contractor from potential insurer insolvency.
9. **CERTIFICATES OF INSURANCE:** Contractor shall furnish the City with certificates of insurance (ACORD form) as required by the Contract. The certificates for each insurance policy shall be signed by a person authorized by that insurer to bind coverage on its behalf. Any policy endorsements that restrict or limit coverage shall be clearly noted on the certificate of insurance. The City Contract number shall be noted on the certificates of insurance. If requested by the City, all certificates of insurance and endorsements must be received and approved by the City before the Contractor commences work.

10. **POLICIES:** The City reserves the right to require, and receive within ten (10) days, complete, certified copies of all insurance policies and endorsements required by the Contract. The City shall not be obligated, however, to review any insurance policies or to advise Contractor of any deficiencies in such policies and endorsements. The City's receipt of Contractor's policies or endorsements shall not relieve Contractor from, or be deemed a waiver of, the City's right to insist on strict fulfillment of Contractor's obligations under the Contract.
11. **MODIFICATIONS:** Any modification or variation from the insurance requirements in the Contract must have the prior approval of the City's Attorney's Office in consultation with the City's Risk Manager, whose decision shall be final. Such action will not require a formal Contract amendment but may be made by their handwritten revision and notation to the foregoing insurance requirements.