

**AGREEMENT FOR  
WATER METERS**

**City of Glendale Solicitation No. IFB 21-41**

This Agreement for Water Meters ("Agreement") is effective and entered into between CITY OF GLENDALE, an Arizona municipal corporation ("City"), and Dana Kepner Company, LLC, a Delaware limited liability company, authorized to do business in Arizona, (the "Contractor"), as of the \_\_\_\_ day of \_\_\_\_\_, 20\_\_.

**RECITALS**

- A. City intends to undertake a project for the benefit of the public and with public funds that is more fully set forth in **Exhibit A**, pursuant to Solicitation No. IFB 21-41 (the "Project");
- B. City desires to retain the services of Contractor to perform those specific duties and produce the specific work as set forth in the Project attached hereto;
- C. City and Contractor desire to memorialize their agreement with this document.

**AGREEMENT**

In consideration of the Recitals, which are confirmed as true and correct and incorporated by this reference, the mutual promises and covenants contained in this Agreement, and other good and valuable consideration, City and Contractor agree as follows:

**1. Key Personnel; Sub-contractors.**

- 1.1 Services. Contractor will provide all services necessary to assure the Project is completed timely and efficiently consistent with Project requirements, including, but not limited to, working in close interaction and interfacing with City and its designated employees, and working closely with others, including other contractors or consultants, retained by City.
- 1.2 Project Team.
  - a. Project Manager.
    - (1) Contractor will designate an employee as Project Manager with sufficient training, knowledge, and experience to, in the City's option, complete the Project and handle all aspects of the Project such that the work produced by Contractor is consistent with applicable standards as detailed in this Agreement;
    - (2) The City must approve the designated Project Manager; and
    - (3) To assure the Project schedule is met, Project Manager may be required to devote no less than a specific amount of time as set out in Exhibit A.
  - b. Project Team.
    - (1) The Project Manager and all other employees assigned to the project by Contractor will comprise the "Project Team."
    - (2) Project Manager will have responsibility for and will supervise all other employees assigned to the Project by Contractor.
  - c. Discharge, Reassign, Replacement.
    - (1) Contractor acknowledges the Project Team is comprised of the same persons and roles for each as may have been identified in the response to the Project's solicitation.

- (2) Contractor will not discharge, reassign or replace or diminish the responsibilities of any of the employees assigned to the Project who have been approved by City without City's prior written consent unless that person leaves the employment of Contractor, in which event the substitute must first be approved in writing by City.
- (3) Contractor will change any of the members of the Project Team at the City's request if an employee's performance does not equal or exceed the level of competence that the City may reasonably expect of a person performing those duties or if the acts or omissions of that person are detrimental to the development of the Project.

d. Sub-contractors.

- (1) Contractor may engage specific technical contractor (each a "Sub-contractor") to furnish certain service functions.
- (2) Contractor will remain fully responsible for Sub-contractor's services.
- (3) Sub-contractors must be approved by the City, unless the Sub-contractor was previously mentioned in the response to the solicitation.
- (4) Contractor shall certify by letter that contracts with Sub-contractors have been executed incorporating requirements and standards as set forth in this Agreement.

2. **Schedule.** The services will be undertaken in a manner that ensures the Project is completed timely and efficiently in accordance with the Project.

3. **Contractor's Work.**

3.1 Standard. Contractor must perform services in accordance with the standards of due diligence, care, and quality prevailing among contractors having substantial experience with the successful furnishing of services for projects that are equivalent in size, scope, quality, and other criteria under the Project and identified in this Agreement.

3.2 Licensing. Contractor warrants that:

- a. Contractor and Sub-contractors will hold all appropriate and required licenses, registrations and other approvals necessary for the lawful furnishing of services ("Approvals"); and
- b. Neither Contractor nor any Sub-contractor has been debarred or otherwise legally excluded from contracting with any federal, state, or local governmental entity ("Debarment").
  - (1) City is under no obligation to ascertain or confirm the existence or issuance of any Approvals or Debarments or to examine Contractor's contracting ability.
  - (2) Contractor must notify City immediately if any Approvals or Debarment changes during the Agreement's duration and the failure of the Contractor to notify City as required will constitute a material default under the Agreement.

3.3 Compliance. Services will be furnished in compliance with applicable federal, state, county and local statutes, rules, regulations, ordinances, building codes, life safety codes, and other standards and criteria designated by City.

Contractor must not discriminate against any employee or applicant for employment on the basis of race, color, religion, sex, national origin, age, marital status, sexual orientation, gender identity or expression, genetic characteristics, familial status, U.S. military veteran status or any disability. Contractor will require any Sub-contractor to be bound to the same requirements as stated within this section. Contractor, and on behalf of any subcontractors, warrants compliance with this section.

3.4 Coordination; Interaction.

- a. For projects that the City believes requires the coordination of various professional services, Contractor will work in close consultation with City to proactively interact with any other professionals retained by City on the Project ("Coordinating Project Professionals").
- b. Subject to any limitations expressly stated in the Project Budget, Contractor will meet to review the Project, Schedule, Project Budget, and in-progress work with Coordinating Project Professionals and City as often and for durations as City reasonably considers necessary in order to ensure the timely work delivery and Project completion.
- c. For projects not involving Coordinating Project Professionals, Contractor will proactively interact with any other contractors when directed by City to obtain or disseminate timely information for the proper execution of the Project.

3.5 Work Product.

- a. Ownership. Upon receipt of payment for services furnished, Contractor grants to City, and will cause its Sub-contractors to grant to the City, the exclusive ownership of and all copyrights, if any, to evaluations, reports, drawings, specifications, project manuals, surveys, estimates, reviews, minutes, all "architectural work" as defined in the United States Copyright Act, 17 U.S.C § 101, *et seq.*, and other intellectual work product as may be applicable ("Work Product").
  - (1) This grant is effective whether the Work Product is on paper (e.g., a "hard copy"), in electronic format, or in some other form.
  - (2) Contractor warrants, and agrees to indemnify, hold harmless and defend City for, from and against any claim that any Work Product infringes on third-party proprietary interests.
- b. Delivery. Contractor will deliver to City copies of the preliminary and completed Work Product promptly as they are prepared.
- c. City Use.
  - (1) City may reuse the Work Product at its sole discretion.
  - (2) In the event the Work Product is used for another project without further consultations with Contractor, the City agrees to indemnify and hold Contractor harmless from any claim arising out of the Work Product.
  - (3) In such case, City shall also remove any seal and title block from the Work Product.

4. **Compensation for the Project.**

- 4.1 Compensation. Contractor's compensation for the Project, including those furnished by its Sub-contractors will not exceed \$3,500,000, as specifically detailed in **Exhibit B** (the "Compensation").
- 4.2 Change in Scope of Project. The Compensation may be equitably adjusted if the originally contemplated scope of services as outlined in the Project is significantly modified.
  - a. Adjustments to the Compensation require a written amendment to this Agreement and may require City Council approval.
  - b. Additional services which are outside the scope of the Project contained in this Agreement may not be performed by the Contractor without prior written authorization from the City.
  - c. Notwithstanding the incorporation of the Exhibits to this Agreement by reference, should any conflict arise between the provisions of this Agreement and the provisions found in

the Exhibits and accompanying attachments, the provisions of this Agreement shall take priority and govern the conduct of the parties.

**5. Billings and Payment.**

5.1 Applications.

- a. Contractor will submit monthly invoices (each, a "Payment Application") to City's Project Manager and City will remit payments based upon the Payment Application as stated below.
- b. The period covered by each Payment Application will be one calendar month ending on the last day of the month or as specified in the solicitation.

5.2 Payment.

- a. After a full and complete Payment Application is received, City will process and remit payment within 30 days.
- b. Payment may be subject to or conditioned upon City's receipt of:
  - (1) Completed work generated by Contractor and its Sub-contractors; and
  - (2) Unconditional waivers and releases on final payment from Sub-contractors as City may reasonably request to assure the Project will be free of claims arising from required performances under this Agreement.

5.3 Review and Withholding. City's Project Manager will timely review and certify Payment Applications.

- a. If the Payment Application is rejected, the Project Manager will issue a written listing of the items not approved for payment.
- b. City may withhold an amount sufficient to pay expenses that City reasonably expects to incur in correcting the deficiency or deficiencies rejected for payment.

**6. Termination.**

6.1 For Convenience. City may terminate this Agreement for convenience, without cause, by delivering a written termination notice stating the Effective Termination date, which may not be less than 30 days following the date of delivery.

- a. Contractor will be equitably compensated for Goods or Services furnished prior to receipt of the termination notice and for reasonable costs incurred.
- b. Contractor will also be similarly compensated for any approved effort expended and approved costs incurred that are directly associated with project closeout and delivery of the required items to the City.

6.2 For Cause. City may terminate this Agreement for cause if Contractor fails to cure any breach of this Agreement within seven days after receipt of written notice specifying the breach.

- a. Contractor will not be entitled to further payment until after City has determined its damages. If City's damages resulting from the breach, as determined by City, are less than the equitable amount due but not paid Contractor for Service and Repair furnished, City will pay the amount due to Contractor, less City's damages, in accordance with the provision of § 5.
- b. If City's direct damages exceed amounts otherwise due to Contractor, Contractor must pay the difference to City immediately upon demand; however, Contractor will not be subject to consequential damages of more than \$1,000,000 or the amount of this Agreement, whichever is greater.

7. **Conflict.** Contractor acknowledges this Agreement is subject to A.R.S. § 38-511, which allows for cancellation of this Agreement in the event any person who is significantly involved in initiating, negotiating, securing, drafting, or creating the Agreement on City's behalf is also an employee, agent, or consultant of any other party to this Agreement.

8. **Insurance.**

8.1 Requirements. Contractor must obtain and maintain the following insurance ("Required Insurance"):

- a. Contractor and Sub-contractors. Contractor, and each Sub-contractor performing work or providing materials related to this Agreement must procure and maintain the insurance coverages described below (collectively referred to herein as the "Contractor's Policies"), until each Party's obligations under this Agreement are completed.
- b. General Liability.
  - (1) Contractor must at all times relevant hereto carry a commercial general liability policy with a combined single limit of at least \$1,000,000 per occurrence and \$2,000,000 annual aggregate for each property damage and contractual property damage.
  - (2) Sub-contractors must at all times relevant hereto carry a general commercial liability policy with a combined single limit of at least \$1,000,000 per occurrence.
  - (3) This commercial general liability insurance must include independent contractors' liability, contractual liability, broad form property coverage, XCU hazards if requested by the City, and a separation of insurance provision.
  - (4) These limits may be met through a combination of primary and excess liability coverage.
- c. Auto. A business auto policy providing a liability limit of at least \$1,000,000 per accident for Contractor and \$1,000,000 per accident for Sub-contractors and covering owned, non-owned and hired automobiles.
- d. Workers' Compensation and Employer's Liability. A workers' compensation and employer's liability policy providing at least the minimum benefits required by Arizona law.
- e. Notice of Changes. Contractor's Policies must provide for not less than 30 days' advance written notice to City Representative of:
  - (1) Cancellation or termination of Contractor or Sub-contractor's Policies;
  - (2) Reduction of the coverage limits of any of Contractor or and Sub-contractor's Policies; and
  - (3) Any other material modification of Contractor or Sub-contractor's Policies related to this Agreement.
- f. Certificates of Insurance.
  - (1) Within 10 business days after the execution of the Agreement, Contractor must deliver to City Representative certificates of insurance for each of Contractor and Sub-contractor's Policies, which will confirm the existence or issuance of Contractor and Sub-contractor's Policies in accordance with the provisions of this section, and copies of the endorsements of Contractor and Sub-contractor's Policies in accordance with the provisions of this section.
  - (2) City is and will be under no obligation either to ascertain or confirm the existence or issuance of Contractor and Sub-contractor's Policies, or to examine Contractor and Sub-contractor's Policies, or to inform Contractor or Sub-contractor in the event that any coverage does not comply with the requirements of this section.

(3) Contractor's failure to secure and maintain Contractor Policies and to assure Sub-contractor policies as required will constitute a material default under the Agreement.

g. Other Contractors or Vendors.

(1) Other contractors or vendors that may be contracted with in connection with the Project must procure and maintain insurance coverage as is appropriate to their particular contract.

(2) This insurance coverage must comply with the requirements set forth above for Contractor's Policies (e.g., the requirements pertaining to endorsements to name the parties as additional insured parties and certificates of insurance).

h. Policies. Except with respect to workers' compensation and employer's liability coverages, City must be named and properly endorsed as additional insureds on all liability policies required by this section.

(1) The coverage extended to additional insureds must be primary and must not contribute with any insurance or self insurance policies or programs maintained by the additional insureds.

(2) All insurance policies obtained pursuant to this section must be with companies legally authorized to do business in the State of Arizona and reasonably acceptable to all parties.

## 8.2 Sub-contractors.

a. Contractor must also cause its Sub-contractors to obtain and maintain the Required Insurance.

b. City may consider waiving these insurance requirements for a specific Sub-contractor if City is satisfied the amounts required are not commercially available to the Sub-contractor and the insurance the Sub-contractor does have is appropriate for the Sub-contractor's work under this Agreement.

c. Contractor and Sub-contractors must provide to the City proof of the Required Insurance whenever requested.

## 8.3 Indemnification.

a. To the fullest extent permitted by law, Contractor must defend, indemnify, and hold harmless City and its elected officials, officers, employees and agents (each, an "Indemnified Party," collectively, the "Indemnified Parties"), for, from, and against any and all claims, demands, actions, damages, judgments, settlements, personal injury (including sickness, disease, death, and bodily harm), property damage (including loss of use), infringement, governmental action and all other losses and expenses, including attorneys' fees and litigation expenses (each, a "Demand or Expense"; collectively, "Demands or Expenses") asserted by a third-party (i.e. a person or entity other than City or Contractor) and that arises out of or results from the breach of this Agreement by the Contractor or the Contractor's negligent actions, errors or omissions (including any Sub-contractor or other person or firm employed by Contractor), whether sustained before or after completion of the Project.

b. This indemnity and hold harmless provision applies even if a Demand or Expense is in part due to the Indemnified Party's negligence or breach of a responsibility under this Agreement, but in that event, Contractor shall be liable only to the extent the Demand or Expense results from the negligence or breach of a responsibility of Contractor or of any person or entity for whom Contractor is responsible.

- c. Contractor is not required to indemnify any Indemnified Parties for, from, or against any Demand or Expense resulting from the Indemnified Party's sole negligence or other fault solely attributable to the Indemnified Party.

9. **E-verify, Records and Audits.** To the extent applicable under A.R.S. § 41-4401, the Contractor warrant their compliance and that of its subcontractors with all federal immigration laws and regulations that relate to their employees and compliance with the E-verify requirements under A.R.S. § 23-214(A). The Contractor or subcontractor's breach of this warranty shall be deemed a material breach of the Agreement and may result in the termination of the Agreement by the City under the terms of this Agreement. The City retains the legal right to randomly inspect the papers and records of the other party to ensure that the other party is complying with the above-mentioned warranty. The Contractor and subcontractor warrant to keep their respective papers and records open for random inspection during normal business hours by the other party. The parties shall cooperate with the City's random inspections, including granting the inspecting party entry rights onto their respective properties to perform the random inspections and waiving their respective rights to keep such papers and records confidential.

10. **No Boycott of Israel.** The Parties agree that they are not currently engaged in and agree that for the duration of the Agreement they will not engage in, a boycott of Israel, as that term is defined in A.R.S. §35-393. Unless and until the District Court's injunction in *Jordahl v. Brnovich*, 336 F.Supp.3d 1016 (D.Ariz. 2018) is stayed or lifted, the Anti-Israel Boycott Provision (A.R.S. §35-393.01 (A)) (if applicable to this agreement) is unenforceable and the City will take no action to enforce it.

11. **Attestation of PCI Compliance.** When applicable, the Contractor will provide the City annually with a Payment Card Industry Data Security Standard (PCI DSS) attestation of compliance certificate signed by an officer of Contractor with oversight responsibility.

12. **Notices.**

12.1 A notice, request or other communication that is required or permitted under this Agreement (each a "Notice") will be effective only if:

- a. The Notice is in writing; and
- b. Delivered in person or by overnight courier service (delivery charges prepaid), certified or registered mail (return receipt requested); and
- c. Notice will be deemed to have been delivered to the person to whom it is addressed as of the date of receipt, if:
  - (1) Received on a business day, or before 5:00 p.m., at the address for Notices identified for the Party in this Agreement by U.S. Mail, hand delivery, or overnight courier service on or before 5:00 p.m.; or
  - (2) As of the next business day after receipt, if received after 5:00 p.m.
- d. The burden of proof of the place and time of delivery is upon the Party giving the Notice; and
- e. Digitalized signatures and copies of signatures will have the same effect as original signatures.

12.2 Representatives.

- a. Contractor. Contractor's representative (the "Contractor's Representative") authorized to act on Contractor's behalf with respect to the Project, and his or her address for Notice delivery is:

Dana Kepner Company, LLC  
c/o Matthew Roeder  
2401 South 19<sup>th</sup> Avenue  
Phoenix, AZ 85009  
mroeder@danakepner.com

- b. City. City's representative ("City's Representative") authorized to act on City's behalf, and his or her address for Notice delivery is:

City of Glendale  
c/o Anthony Weathersby  
5850 W. Glendale Avenue, Suite 317  
Glendale, Arizona 85301  
623-930-2864

With required copy to:

|  |   |
|--|---|
| City Manager<br>City of Glendale<br>5850 West Glendale Avenue<br>Glendale, Arizona 85301 | City Attorney<br>City of Glendale<br>5850 West Glendale Avenue<br>Glendale, Arizona 85301 |
|--|---|

- c. Concurrent Notices.
- (1) All notices to City's representative must be given concurrently to City Manager and City Attorney.
  - (2) A notice will not be deemed to have been received by City's representative until the time that it has also been received by City Manager and City Attorney.
  - (3) City may appoint one or more designees for the purpose of receiving notice by delivery of a written notice to Contractor identifying the designee(s) and their respective addresses for notices.
- d. Changes. Contractor or City may change its representative or information on Notice, by giving Notice of the change in accordance with this section at least ten days prior to the change.

13. **Financing Assignment.** City may assign this Agreement to any City-affiliated entity, including a non-profit corporation or other entity whose primary purpose is to own or manage the Project.

14. **Entire Agreement; Survival; Counterparts; Signatures.**

14.1 Integration. This Agreement contains, except as stated below, the entire agreement between City and Contractor and supersedes all prior conversations and negotiations between the parties regarding the Project or this Agreement.

- a. Neither Party has made any representations, warranties or agreements as to any matters concerning the Agreement's subject matter.
- b. Representations, statements, conditions, or warranties not contained in this Agreement will not be binding on the parties.
- c. The solicitation, any addendums and the response submitted by the Contractor are incorporated into this Agreement as if attached hereto. Any Contractor response modifies the original solicitation as stated. Inconsistencies between the solicitation, any addendums and the response or any excerpts attached as Exhibit A and this Agreement will be resolved by the terms and conditions stated in this Agreement.

14.2 Interpretation.

- a. The parties fairly negotiated the Agreement's provisions to the extent they believed necessary and with the legal representation they deemed appropriate.
- b. The parties are of equal bargaining position and this Agreement must be construed equally between the parties without consideration of which of the parties may have drafted this Agreement.

c. The Agreement will be interpreted in accordance with the laws of the State of Arizona.

- 14.3 Survival. Except as specifically provided otherwise in this Agreement, each warranty, representation, indemnification and hold harmless provision, insurance requirement, and every other right, remedy and responsibility of a Party, will survive completion of the Project, or the earlier termination of this Agreement.
- 14.4 Amendment. No amendment to this Agreement will be binding unless in writing and executed by the parties. Any amendment may be subject to City Council approval. Electronic signature blocks do not constitute execution.
- 14.5 Remedies. All rights and remedies provided in this Agreement are cumulative and the exercise of any one or more right or remedy will not affect any other rights or remedies under this Agreement or applicable law.
- 14.6 Severability. If any provision of this Agreement is voided or found unenforceable, that determination will not affect the validity of the other provisions, and the voided or unenforceable provision will be deemed reformed to conform to applicable law.
- 14.7 Counterparts. This Agreement may be executed in counterparts, and all counterparts will together comprise one instrument.

15. **Term**. The term of this Agreement commences upon the effective date and continues for a one (1)-year initial period. The City may, at its option and with the approval of the Contractor, extend the term of this Agreement an additional four (4) years, renewable on an annual basis. Contractor will be notified in writing by the City of its intent to extend the Agreement period at least thirty (30) calendar days prior to the expiration of the original or any renewal Agreement period. Price adjustments will only be reviewed during the Agreement renewal period and any such price adjustment will be a determining factor for any renewal. There are no automatic renewals of this Agreement.
16. **Dispute Resolution**. Any controversy or claim arising out of or relating to this contract, or the breach thereof, shall be settled by arbitration administered according to the American Arbitration Association's Commercial Arbitration Rules, and judgment on the award rendered by the arbitrator may be entered in any court having jurisdiction thereof.
17. **Cooperative Use of Contract**. This agreement may be extended for use by other governmental agencies and political subdivisions of the State. Any such usage by other entities must be in accord with the ordinances, charter, rules and regulations of the respective entity and the approval of the Contractor and City. For a list of SAVE members, click on the following link:  
<http://www.mesaaz.gov/business/purchasing/save>
18. **Exhibits**. The following exhibits, with reference to the term in which they are first referenced, are incorporated by this reference.
- |           |              |
|-----------|--------------|
| Exhibit A | Project      |
| Exhibit B | Compensation |

(Signatures appear on the following page.)

The parties enter into this Agreement as of the Effective Date shown above.

City of Glendale,  
an Arizona municipal corporation

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By: Kevin R. Phelps  
Its: City Manager

ATTEST:

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Julie K. Bower  
City Clerk (SEAL)

APPROVED AS TO FORM:

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Michael D. Bailey  
City Attorney

Dana Kepner Company, LLC,  
a Delaware limited liability company



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By: Matthew Roeder  
Its: AMR/AMI Specialist - Arizona

**EXHIBIT A**  
**WATER METERS**  
**PROJECT**

This contract will allow for the purchase of water meters of various sizes and include all hardware and replacement parts on an "as needed" basis to maintain inventory levels.



SOLICITATION NUMBER: IFB 21-41/ 42100040  
WATER METERS

CITY OF GLENDALE  
Procurement Division  
5850 West Glendale Avenue,  
Suite 317  
Glendale, Arizona 85301

9. OFFER SHEET (Must be printed, signed and returned)

Offeror certifies that they have read, understand, and will fully and faithfully comply with this solicitation, its attachments and any referenced documents. Offeror also certifies that the prices offered were independently developed without consultation with any of the other Offerors or potential Offerors.

[Signature]  
Authorized Signature

February 10, 2021  
Date

Matthew D. Roeder

Dana Kepner Company, LLC

Printed Name (Authorized Signatory)

Legal Company Name

AMR/AMI Specialist - Arizona  
Job Title

Offeror Certifies it is a (check only one):  
 Proprietorship  Partnership  Corporation

matthewroeder@gmail.com  
Email Address

2401 South 19th Avenue  
Mailing Address

(602) 316-3682  
Phone Number

Phoenix, AZ 85009  
City, State & Zip Code

Questions regarding this offer should be directed to (if different from above):

Contact Name \_\_\_\_\_ Phone Number \_\_\_\_\_ Email Address \_\_\_\_\_

FEDERAL TAXPAYER ID NUMBER (Required): 84-1292785

OFFEROR IS A MINORITY OR WOMEN OWNED BUSINESS:  Yes  No

DO YOU HAVE AN ARIZONA TRANSACTION PRIVILEGE TAX (TPT) LICENSE?

Yes, Number <sup>10-163073-U</sup> \_\_\_\_\_ Tax Rate: 8.6% OR  No, not required to have an Arizona TPT License

CONFLICT OF INTEREST (SPECIAL NOTICES):

No, I do not have a conflict of interest

Yes, I have a conflict of interest and response includes the disclosure required (see Exhibit 1, Item #3)

ACKNOWLEDGEMENTS:

By signing this Offer Sheet and submitting the accompanying solicitation response, Offeror is certifying that they have read, understand, and agree to comply with all required terms and conditions provided in the EXHIBITS PACKAGE and checked off below. Failure to provide this acknowledgement will result in disqualification.

Exhibit 1 – Special Terms & Conditions Agreement

Exhibit 2 – Special Instructions  Exhibit 3 – Sample


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|  | <b>SOLICITATION NUMBER: IFB 21-41/ 42100040</b><br><b>WATER METERS</b> | <b>CITY OF GLENDALE</b><br><b>Procurement Division</b><br><b>5850 West Glendale Avenue,</b><br><b>Suite 317</b><br><b>Glendale, Arizona 85301</b> |
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**10. PRICING SHEET**

Contractors are requested to bid in a **quantity of one (1)** unless otherwise indicated. Contractors shall thoroughly complete the Pricing Sheet as requested. The Unit Price shall include, but is not limited to, shipping, labor, equipment, tools, materials, supplies, licenses, fees, insurance, profit, and any other associated direct or indirect costs. **Sales tax shall not be included in the Unit Price.**

**LOT A: WATER METERS**

| LOT A<br>ITEM<br>NO.     | ESTIMATED<br>QUANTITY<br>(A) | UNIT OF<br>MEASURE | DESCRIPTION   | UNIT PRICE<br>(B)      | EXTENDED<br>PRICE<br>(A X B) |
|--------------------------|------------------------------|--------------------|---|------------------------|------------------------------|
| 10.1                     | 500                          | EACH               | 5/8" X 3/4" Meter with Direct Read Register<br>Enter Manufacturer & Product Number 5/8x3/4" Sensus SR11, DR | \$Enter cost<br>54.00  | \$Enter cost<br>27,000.00    |
| 10.2                     | 50                           | EACH               | 1" Meter with Direct Read Register<br>Enter Manufacturer & Product Number 1" Sensus SR11, DR                | \$Enter cost<br>115.00 | \$Enter cost<br>5750.00      |
| 10.3                     | 50                           | EACH               | 1-1/2" Meter with Direct Read Register<br>Enter Manufacturer & Product Number 1-1/2" Sensus R2              | \$Enter cost<br>285.03 | \$Enter cost<br>14,251.50    |
| 10.4                     | 50                           | EACH               | 2" Meter with Direct Read Register<br>Enter Manufacturer & Product Number 1-1/2" Sensus R2                  | \$Enter cost<br>405.67 | \$Enter cost<br>20,283.50    |
| <b>Sub-Total (Lot A)</b> |                              |                    |   |                        | \$Enter cost<br>67,285.00    |

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|  | <b>SOLICITATION NUMBER: IFB 21-41/ 42100040</b><br><b>WATER METERS</b> | <b>CITY OF GLENDALE</b><br><b>Procurement Division</b><br><b>5850 West Glendale Avenue,</b><br><b>Suite 317</b><br><b>Glendale, Arizona 85301</b> |
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**LOT B: WATER METERS**

| <b>LOT B<br/>ITEM<br/>NO.</b>          | <b>ESTIMATED<br/>QUANTITY<br/>(A)</b> | <b>UNIT OF<br/>MEASURE</b> | <b>DESCRIPTION</b>  | <b>UNIT PRICE<br/>(B)</b> | <b>EXTENDED<br/>PRICE<br/>(A X B)</b> |
|--|---------------------------------------|----------------------------|---|---------------------------|---------------------------------------|
| 10.5                                   | 2,000                                 | EACH                       | 5/8" X 3/4" Meter with Encoded Read Register<br>Enter Manufacturer & Product Number 5/8x3/4" Sensus SR11, ER+ Itron | 85.00<br>\$Enter cost     | 170,000.00<br>\$Enter cost            |
| 10.6                                   | 1,000                                 | EACH                       | 1" Meter with Encoded Read Register<br>Enter Manufacturer & Product Number 1" Sensus SR11, ER+ Itron                | 138.00<br>\$Enter cost    | 138,000.00<br>\$Enter cost            |
| 10.7                                   | 200                                   | EACH                       | 1-1/2" Meter with Encoded Read Register<br>Enter Manufacturer & Product Number 1-1/2" Sensus R2, Itron              | 285.03<br>\$Enter cost    | 57,006.00<br>\$Enter cost             |
| 10.8                                   | 200                                   | EACH                       | 2" Meter with Encoded Read Register<br>Enter Manufacturer & Product Number 2" Sensus R2, Itron                      | 405.67<br>\$Enter cost    | 81,134.00<br>\$Enter cost             |
| <b>Sub-Total (Lot B)</b>               |                                       |                            |   |                           | 446,140.00<br>\$Enter cost            |
| <b>Sub-Total (Lot A)</b>               |                                       |                            |   |                           | 67,285.00<br>\$Enter cost             |
| <b>Grand Total (Lot A &amp; Lot B)</b> |                                       |                            |   |                           | 513,425.00<br>\$Enter cost            |

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

Tax %: 8.6

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

|   |  |   |
|---|--|---|
|  | <b>SOLICITATION NUMBER: IFB 21-41/ 42100040</b><br><b>WATER METERS</b> | <b>CITY OF GLENDALE</b><br><b>Procurement Division</b><br><b>5850 West Glendale Avenue,</b><br><b>Suite 317</b><br><b>Glendale, Arizona 85301</b> |
|---|--|---|

**10.11 OPTIONAL ITEMS** Contractor shall provide pricing for the following parts and accessories:


| ITEM NO. | UNIT OF MEASURE | DESCRIPTION  | UNIT PRICE              |
|----------|-----------------|--|-------------------------|
| 10.11.1  | EACH            | 5/8" x 3/4" Ultra-sonic Meter with Encoded Register<br>5/8x3/4" Sensus iPerf, Itron<br>Enter Manufacturer & Product Number | 100.00<br>\$Enter cost  |
| 10.11.2  | EACH            | 1" Ultra-sonic Meter with Encoded Register<br>1" Sensus iPerf, Itron<br>Enter Manufacturer & Product Number                | 160.84<br>\$Enter cost  |
| 10.11.3  | EACH            | 1-1/2" Ultra-sonic Meter with Encoded Register<br>1-1/2" Sensus HydroVerse, Itron<br>Enter Manufacturer & Product Number   | 2294.12<br>\$Enter cost |
| 10.11.4  | EACH            | 2" Ultra-sonic Meter with Encoded Register<br>2" Sensus HydroVerse, Itron<br>Enter Manufacturer & Product Number           | 2370.59<br>\$Enter cost |
| 10.11.5  | EACH            | Encoded Register for 5/8" x 3/4" Meter<br>5/8x3/4" Sensus ER+, Itron<br>Enter Manufacturer & Product Number                | 52.00<br>\$Enter cost   |
| 10.11.6  | EACH            | Encoded Register for 1" Meter<br>1" Sensus ER+, Itron<br>Enter Manufacturer & Product Number                               | 52.00<br>\$Enter cost   |
| 10.11.7  | EACH            | Fire Hydrant Meter<br>Sensus Omni H2<br>Enter Manufacturer & Product Number  | 1234.94<br>\$Enter cost |

**10.12 Contractor** may submit current catalog or price book for replacement parts and accessories, Contractor shall provide a discount off manufacturer's list price and submit the catalog or price book with the offer.

**Discount off Manufacturer's List Price:** 25 %

**Contractor shall list any additional discounts available**

**Bulk discount available**  Yes  No  
If yes, please provide quantity level:

|   |  |   |
|---|--|---|
|  | <b>SOLICITATION NUMBER: IFB 21-41/ 42100040</b><br><b>WATER METERS</b> | <b>CITY OF GLENDALE</b><br><b>Procurement Division</b><br><b>5850 West Glendale Avenue,</b><br><b>Suite 317</b><br><b>Glendale, Arizona 85301</b> |
|---|--|---|

**Early payment discount available**       Yes       No  
 If yes, please provide terms:

Payment terms are Net 30

---

**Free shipping**       Yes       No  
 If yes, please provide minimum order amount:

---

The City reserves the right to accept or reject the optional items when deemed to be in the best interest of the City. Upon acceptance by the City, the optional items, the catalog or price book and the discount % shall become part of the agreement. No alterations, modifications or updates shall be allowed to the catalog or price book without prior approval by the City.

**10.13 PROCUREMENT CARD ORDERING CAPABILITY**

Please check the appropriate box.

Yes, I will accept payment under this contract with the Procurement Card.

No, I will not accept payment under this contract with the Procurement Card.



## SR II® Low Lead Meter

### Positive Displacement Water Meter with Sensus® Electronic Register+™

The Sensus SR II\* is for measurement of cold water flow usage in residential services.

#### FEATURES

- 5/8" (DN 15 mm), 3/4" (DN 20 mm), and 1" (DN 25 mm) Sizes
- Sensus® Electronic Register+™ advanced electronic register
- Hydrodynamically balanced design
- Compatible with current Sensus AMI/AMR systems

#### BENEFITS

- Enable more cost-effective, accurate meter readings
- Deliver a wide range of flows
- Provide lasting measurement accuracy for years of dependable service
- Integrate seamlessly with the FlexNet SmartPoint® module
- Tamper resistant
- Improve customer service
- Environmental and public health conscience

#### Operation

Water flows through the meter's strainer and into the measuring chamber where it drives the piston. The hydrodynamically balanced piston oscillates around a central hub, guided by the division plate. A drive magnet transmits the motion of the piston to a sensor located within the register. The Electronic Register+ calculates the rotations into volume totalization units displayed on the register LCD.

#### Construction

SR II meters consist of three basic components: maincase, measuring chamber and sealed register. Maincases are made of NFS approved brass with externally-threaded spuds. Registers are housed in a bonnet of synthetic polymer. Measuring chambers are Rocksyn®, a corrosion-resistant, tailored thermoplastic material formulated for long-term performance and especially suitable for aggressive water conditions. Maincase bottom plates are available in brass or, if frost protection is desired, cast iron or synthetic polymer.

#### Magnetic Drive

The SR II features a hydrodynamically balanced design that eliminates premature wear of components. The meter utilizes a patented positive reliable drive coupling. The high strength magnets eliminate "drive slip" in normal use and also provide adequate strength to drive remote register units.

#### Sensus Electronic Register+

The Sensus® Electronic Register+™ is an advanced electronic register with 120 days of hourly data logging with 30-day data pull intervals available. This information helps utilities make better informed decisions.

# SR II® Water Meter

DATA SHEET



## Conformance to Standards

Sensus SR II meters meet the requirements of NSF 61, Annex F/G and 372, and comply with AWWA Standard C700-latest revision. Each meter is tested to ensure compliance with AWWA standards.

## Maintenance

SR II meters are engineered to provide long-term value and virtually maintenance-free operation. Simplicity of design allows interchangeability of parts of like-size meters, reduced parts inventory requirements and ease of maintenance. The register can be removed without relieving the water pressure or removing the maincase from the installation.

## Connections

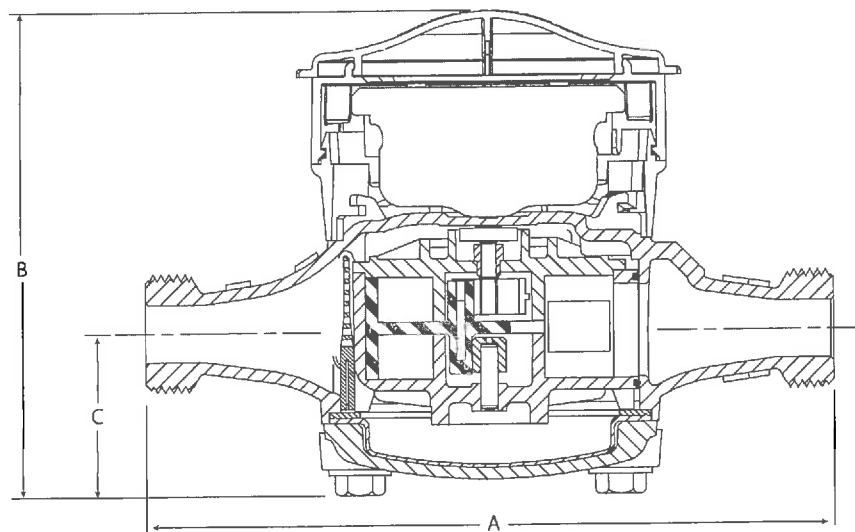
Tailpieces/unions for installing the meters on a variety of pipe types and sizes are available.

## AMR/AMI Systems

Meters and encoders are compatible with current Sensus AMR/AMI systems.

## Guarantee

Sensus SR II water meters are backed by "the Sensus Guarantee." Ask your Sensus representative for details or see Bulletin G-500.



## Dimensions and Net Weights

| Meter Size                      | A                   | B                  | C                  | Width              | Net Weight           |
|---------------------------------|---------------------|--------------------|--------------------|--------------------|----------------------|
| 5/8"<br>(DN 15mm)               | 7-1/2"<br>(190 mm)  | 5-3/8"<br>(136 mm) | 1-3/4"<br>(44 mm)  | 3-7/8"<br>(98 mm)  | 4.3 lb.<br>(1.97 kg) |
| 5/8" x 3/4"<br>(DN 15mm x 20mm) | 7-1/2"<br>(190 mm)  | 5-3/8"<br>(136 mm) | 1-3/4"<br>(44 mm)  | 3-7/8"<br>(98 mm)  | 4.4 lb.<br>(2.0 kg)  |
| 3/4" Short<br>(DN 20mm)         | 7-1/2"<br>(190 mm)  | 5-7/8"<br>(149 mm) | 2-3/16"<br>(56 mm) | 4-1/2"<br>(114 mm) | 6.2 lb.<br>(2.81 kg) |
| 3/4"<br>(DN 20mm)               | 9"<br>(229 mm)      | 5-7/8"<br>(149 mm) | 2-3/16"<br>(56 mm) | 4-1/2"<br>(114 mm) | 6.4 lb.<br>(2.90 kg) |
| 1"<br>(DN 25mm)                 | 10-3/4"<br>(273 mm) | 7-1/8"<br>(181 mm) | 2-3/4"<br>(70 mm)  | 6-1/2"<br>(165 mm) | 11.9 lb.<br>(5.4 kg) |



## Smart Alarms

Electronic Register+ has several available smart alarms. Get alerts and address these issues before they become more costly:

- **Tampering**  
Detect register removal as well as magnetic interference to reduce apparent water losses and protect against unauthorized activities.
- **Low Battery**  
Replace your meters before they stop recording consumption through alerts indicating battery capacity to the meter is running low.
- **Customer Leak**  
Detect continual consumption of water over a period of time to indicate downstream leaks. This can reduce water loss and leak adjustment costs.
- **Reverse Flow**  
Keep untreated water from re-entering your distribution system or deter tampering attempts when reverse flow is detected.
- **High Flow**  
Detect broken pipes, high usage and reduce property damage through an alert triggered when excessive flow rates are recorded.



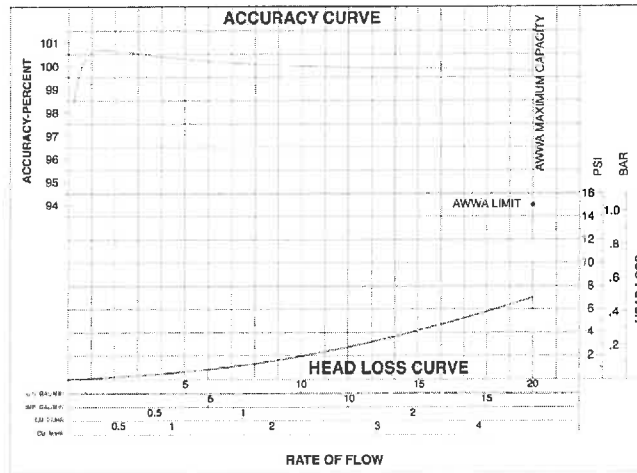
## Specifications

|  |  |   |   |
|--|--|---|---|
| Service                                  | Measurement of potable and reclaim water. 0-100% humidity. Fully submersible. IP68 rated.  |   |   |
| Temperature                              | Water operating temperature range of 33 °F (0.55 °C) to 80 °F (26.7 °C) . Ambient air operating temperature -22 °F (-30 °C) to -140 °F (60 °C). Storage air temperature -30 °F (-34.4 °C) to 158F (70 °C). |   |   |
| Normal operating flow range (100% ±1.5%) | 5/8" (DN 15 mm) size: 1 to 20 gpm (0.25 to 4.5 m³/hr)  | 3/4" (DN 20 mm) size: 2 to 30 gpm (0.45 to 7.0 m³/hr)   | 1" (DN 25 mm) size: 3 to 50 gpm (0.07 to 11.0 m³/hr)                                |
| Low flow registration (95%-101%)         | 5/8" (DN 15 mm) size: 1/4 gpm (0.06 m³/hr)   | 3/4" (DN 20 mm) size: 1/2 gpm (0.10 m³/hr)  | 1" (DN 25 mm) size: 3/4 gpm (0.15 m³/hr)  |
| Maximum pressure loss                    | 5/8" (DN 15 mm) size: 7.0 psi at 20 gpm (0.5 bar at 4.5 m³/h)  | 3/4" (DN 20 mm) size: 9.0 psi at 30 gpm (0.6 bar at 7.0 m³/h)                                       | 1" (DN 25 mm) size: 7.3 psi at 50 gpm (0.5 bar at 11.0 m³/h)                        |
| Maximum operating pressure               | 150 psi (10.0 bar)   |   |   |
| Measurement element                      | Oscillating piston   |   |   |
| Register                                 | Electronic Register+: Hermetically sealed, communication of smart alarms with cable output options.<br>Direct Read: Hermetically sealed, no communication output.  |   |   |
| Capacity                                 | 10,000,000 gallons, 1,000,000 cubic feet or 100,000 m³ capacity. 8 odometer wheels.  |   |   |
| Meter Registration                       | Electronic: 0.1 gallons/imperial gallons, 0.01 cubic foot, or 0.001 m³   | Standard: 10 gallons, 1 cubic foot, or 0.01 m³/ or 0.1 m³/ sweep hand revolution.                   |   |
| Meter Connections                        | 5/8" (DN 15 mm) size: 3/4" (20 mm) threads<br>3/4" (DN 20 mm) size: 1" (25 mm) threads<br>(All threads are straight pipe, external type, conforming to ANSI B1.20.1 or ISO R228, if specified.)            | 5/8" x 3/4" (DN 15mm x 20mm) size: 1" (25 mm) threads<br>1" (DN 25mm ) size: 1-1/4" (32 mm) threads |   |
| Materials                                | Maincase - Bismuth BiAlloy CDA 89836 or EnviroBrass II C89520<br>Register Box - Synthetic polymer  | Measuring chamber - Rocksyn®<br>Bottom plate - Bismuth BiAlloy CDA89836                             | Magnets - Ceramic<br>Casing bolts - Stainless steel<br>Strainer - Synthetic polymer |

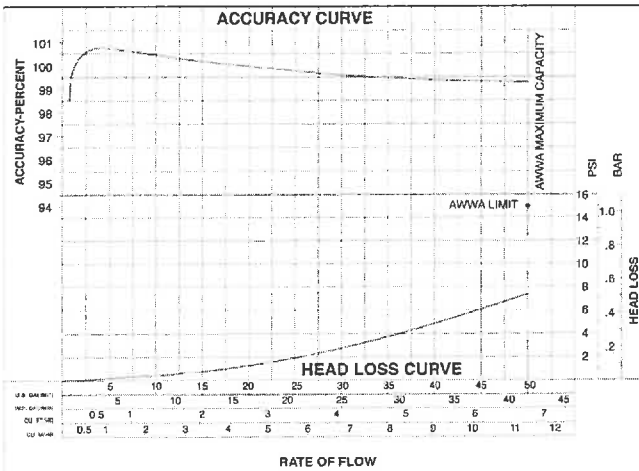


# SR II® Water Meter

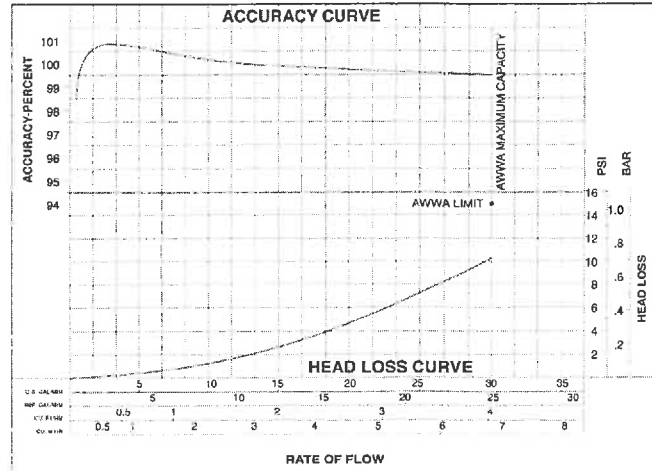
## Performance Curves



5/8" and 5/8" x 3/4" SR II Meter



1" SR II Meter



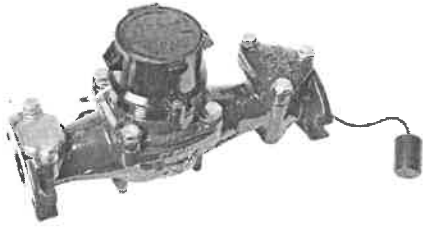
3/4" SR II Meter



637 Davis Drive  
 Morrisville, NC 27560  
 1-800-638-3748  
 sensus.com

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# OMNI™ (R<sup>2</sup>) Water Meter

1-1/2" and 2" OMNI R<sup>2</sup> Meter

The OMNI R<sup>2</sup> Water Meter operation is based on advanced Floating Ball Technology (FBT).

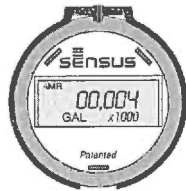
## DESCRIPTION:

- Floating Ball Technology (FBT)

## ELECTRONIC REGISTER DISPLAY DIAGRAM



Totalization Mode



AMR/AMI Mode



Resettable Test Mode



Rate of Flow Mode

## Conformance to Standards

The OMNI R<sup>2</sup> meter meets and far exceeds the most recent revision of ANSI/AWWA Standard C701 class II standards and exceeds performance criteria for ANSI/AWWA C700 Residential Standard using Sensus Turbo technology. Each meter is performance tested to ensure compliance. All OMNI meters are NSF/ANSI Standard 61, Annex F and G approved.

## Performance

The patented measurement principles of the OMNI R<sup>2</sup> meter ensure greater accuracy, expanded accuracy range and longer service life than any other comparable class meter. The OMNI R<sup>2</sup> meter has no restrictions on sustained flow rates within its continuous range. The floating ball measurement technology allows installation in any orientation and flows up to maximum rated capacity without undue wear or accuracy degradation.

## Construction

The OMNI R<sup>2</sup> meter consists of two basic assemblies; the maincase and the measuring chamber. The measuring chamber assembly includes the "floating ball" impeller with a coated titanium shaft, hybrid axial bearings, integral flow straightener and an all electronic programmable register with protective bonnet. The maincase is made from industry proven Ductile Iron with an approved NSF epoxy coating. Maincase features are; easily removable measuring chamber, unique chamber seal to the maincase using a high pressure o-ring, testing port and a convenient integral strainer.

## OMNI Electronic Register

The OMNI R<sup>2</sup> electronic register is hermetically sealed with an electronic pickup containing no mechanical gearing. The large character LCD displays AMR, totalization, rate of flow and a resettable test totalizer. OMNI register features include AMR resolution units that are fully programmable and integral resettable accuracy testing feature compatible with UniPro and Sensus flow verification software. The large, easy-to-read LCD also displays both forward and reverse flow directions. The OMNI R<sup>2</sup> electronic register has a 10-year battery life guarantee.



**Magnetic Drive**

Meter registration is achieved by utilizing a fully magnetic pickup system. This is accomplished by the magnetic actions of the embedded rotor magnets and the ultra sensitive register pickup probe. The only moving component in water is the “floating ball” impeller.

**Measuring Element**

The hydro-dynamically balanced impeller floats between the bearings. The Floating Ball Technology (FBT) allows the measuring element to operate virtually without friction or wear, thus creating the extended upper and lower flow ranges capable on only the OMNI R<sup>2</sup> meter.

**Strainer**

The OMNI R<sup>2</sup> with the “V” shaped strainer uses a stainless steel screen along with Floating Ball Technology (FBT). This creates a design that greatly improves accuracy, even in difficult settings. A removable strainer cover permits easy access to the screen for routine maintenance.

**Maintenance**

The OMNI R<sup>2</sup> meter is designed for easy maintenance. Should any maintenance be required, the measuring chamber and/or strainer cover can be removed independently. Replacement parts or complete measuring chambers are available for repairs. OMNI R<sup>2</sup> replacement measuring chambers may also be utilized to upgrade some third-party meters to achieve increased accuracy and extended service life.

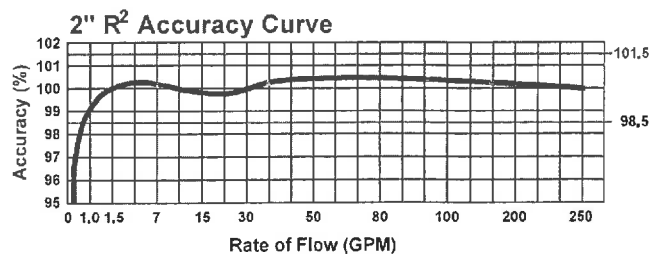
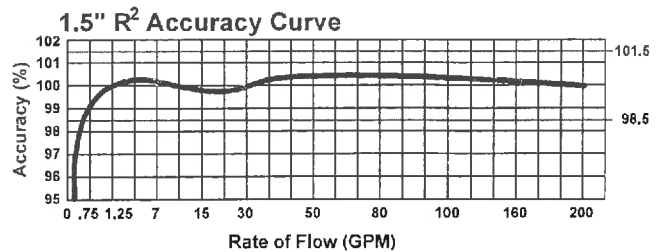
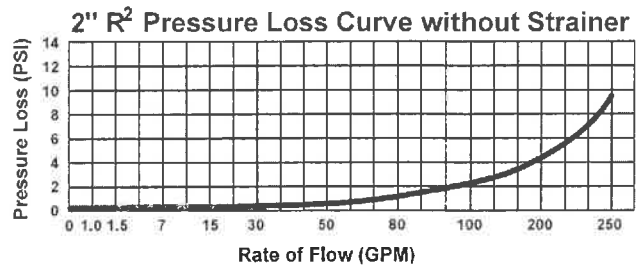
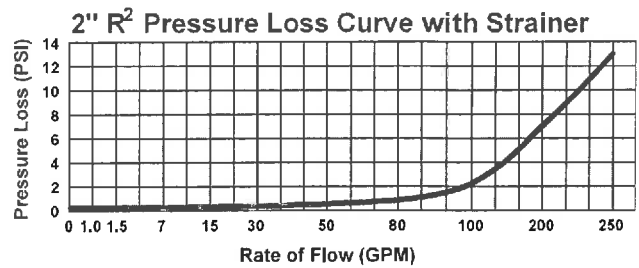
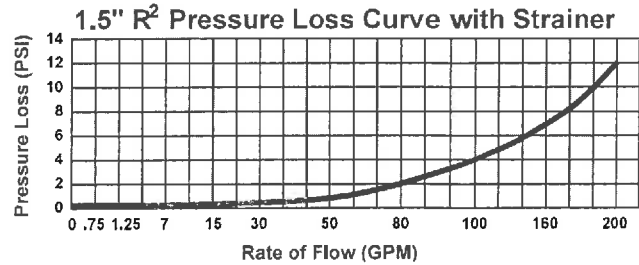
**AMR/AMI Systems**

Meters and Electronic Registers are compatible with current Sensus AMR/AMI systems and other AMI communication systems that use the Sensus UI1203 protocol.

**Guarantee**

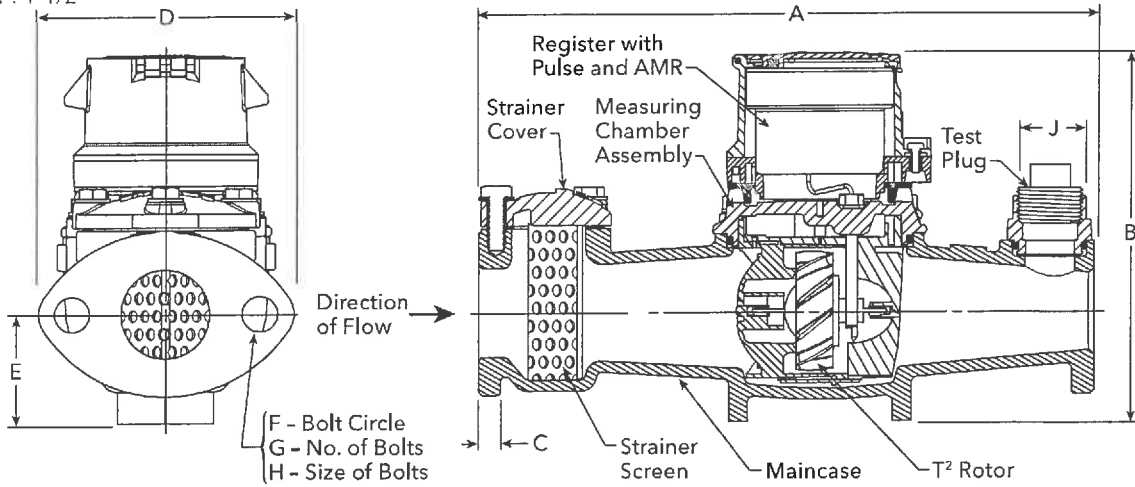
Sensus OMNI R<sup>2</sup> Meters are backed by “The Sensus Guarantee.” Ask your Sensus representative for details or see Bulletin G-500.

**Head Loss Curves**

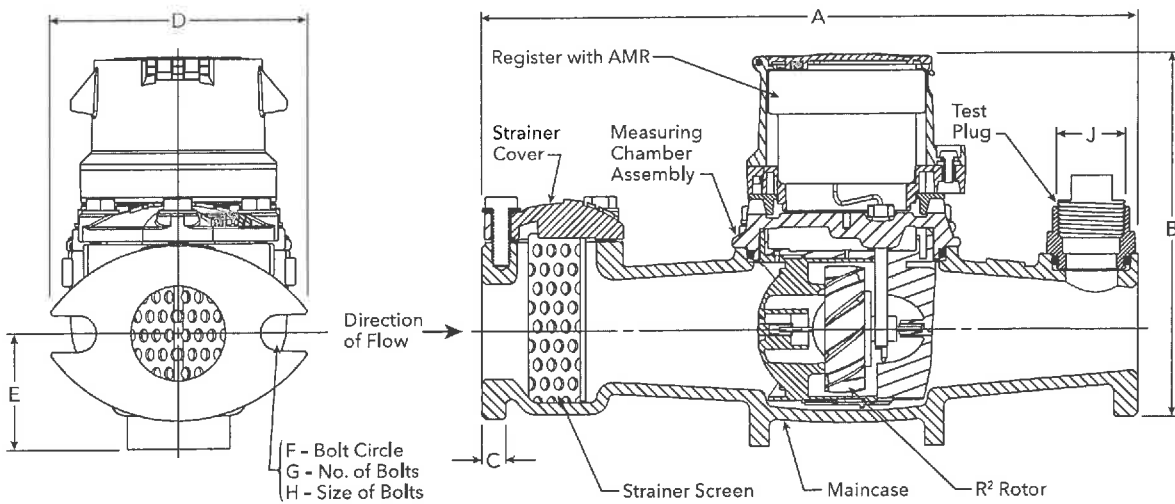




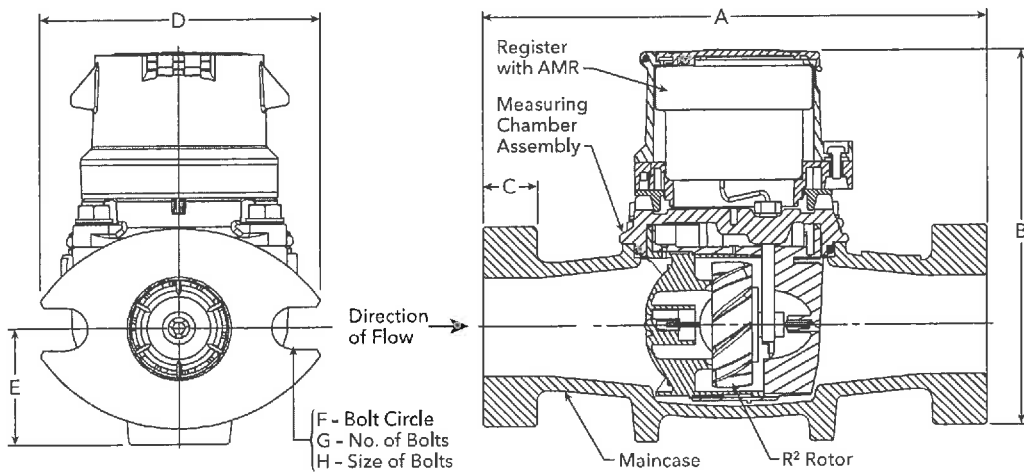
OMNI R<sup>2</sup>: 1-1/2"



OMNI R<sup>2</sup>: 2"



OMNI R<sup>2</sup>: 2" Without Strainer



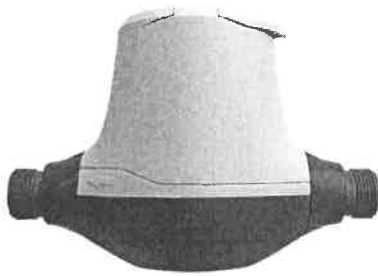


### Dimensions and Net Weights

| Meter and Pipe Size            | Normal Operating Range |                     | Connections | A            | B               | C              | D                | E               | F               | G | H            | J              | Net Weight            | Shipping Weight       |
|--------------------------------|------------------------|---------------------|-------------|--------------|-----------------|----------------|------------------|-----------------|-----------------|---|--------------|----------------|-----------------------|-----------------------|
| 1-1/2" DN<br>40mm              | 2 gpm<br>0.45 m³/hr    | 150 gpm<br>34 m³/hr | Flanged     | 13"<br>330mm | 7-7/8"<br>200mm | 15/16"<br>24mm | 5-7/16"<br>138mm | 2-5/16"<br>59mm | 4"<br>102mm     | 2 | 5/8"<br>16mm | 1"<br>25mm     | 18.8 lbs.<br>8.53 kg. | 22.5 lbs.<br>10.2 kg. |
| 2" DN<br>50mm                  | 2.5 gpm<br>0.57 m³/hr  | 200 gpm<br>45 m³/hr | Flanged     | 17"<br>432mm | 7-7/8"<br>200mm | 1"<br>25mm     | 5-3/4"<br>146mm  | 2-5/16"<br>59mm | 4-1/2"<br>114mm | 2 | 3/4"<br>19mm | 1-1/2"<br>38mm | 27.4 lbs.<br>12.4 kg. | 34.5 lbs.<br>15.6 kg. |
| 2" without Strainer<br>DN 80mm | 2.5 gpm<br>0.57 m³/hr  | 250 gpm<br>57 m³/hr | Flanged     | 10"<br>254mm | 7-7/8"<br>200mm | 1"<br>25mm     | 5-3/4"<br>146mm  | 2-5/16"<br>59mm | 4-1/2"<br>114mm | 2 | 3/4"<br>19mm | N/A            | 17 lbs.<br>7.9 kg.    | 24.5 lbs.<br>11.1 kg. |

### Specifications

|                                |  |                        |
|--------------------------------|--|------------------------|
| Service                        | Measurement of potable and reclaim water.<br>Storage temperature: -22F (-30C) to 155F (68.3C)<br>Operating temperatures:<br>Air: -22F (-30C) to 150F (65.6C)<br>Water: 33F (0.6C) to 80F (26.7C) |                        |
| Operating Range (100% ± 1.5%)  | 1-1/2": 1.25 - 200 GPM (0.28 - 45 m³/hr)<br>2": 1.5 - 250 GPM (0.34 - 57 m³/hr)  |                        |
| Low flow (95% - 101.5%)        | 1-1/2": 0.75 GPM (0.17 m³/hr)<br>2": 1.0 GPM (0.23 m³/hr)  |                        |
| Maximum Continuous Operation   | 1-1/2": 160 GPM (36 m³/hr)<br>2": 200 GPM (45 m³/hr)   |                        |
| Maximum Intermittent Operation | 1-1/2": 200 GPM (45 m³/hr)<br>2": 250 GPM (57 m³/hr)   |                        |
| Pressure Loss                  | 1-1/2": 6.9 psi @ 160 GPM (0.48 bar @ 36 m³/hr)<br>2": 7.0 psi @ 200 GPM (0.48 bar @ 45 m³/hr)   |                        |
| Maximum Operating Pressure     | 200 PSI (13.8 bar)   |                        |
| Flange Connections             | U.S. ANSI B16.1 / AWWA Class 125   |                        |
| Register                       | Fully electronic sealed register with programmable registration (Gal. /Cu.Ft. / Cu. Mtr. / Imp. Gal. / Acre Ft.)<br>Programmable AMR/AMI reading<br>Guaranteed 10-year battery life              |                        |
| NSF Approved Materials         | Maincase:  | Coated Ductile Iron    |
|                                | Measuring Chamber:   | Thermoplastic          |
|                                | Rotor "Floating Ball":   | Thermoplastic          |
|                                | Radial Bearings:   | Hybrid Thermoplastic   |
|                                | Thrust Bearings:   | Sapphire/Ceramic Jewel |
|                                | Magnets:   | Ceramic                |
|                                | Strainer Screen:   | Stainless Steel        |
|                                | Strainer Cover:  | Coated Ductile Iron    |



## iPERL Smart Water Meter

### Electromagnetic Flow Measurement System

Sensus iPERL® smart water meters are designed to capture both lost water and lost revenue. The innovative magnetic technology delivers unmatched low flow registration and minimal pressure loss. With no moving parts, iPERL maintains its accuracy over a 20 year lifetime and is equipped with smart water alarms - delivering the intelligence you need to quickly resolve issues in the field.

#### CAPABILITIES

- The iPERL meter has an operating range of 0.11 gpm (0.025 m<sup>3</sup>/hr) to 55 gpm (12.5 m<sup>3</sup>/hr)—it even starts to register flow as low as 0.03 gpm (0.007 m<sup>3</sup>/hr).
- Sizes include: 5/8" (DN 15 mm), 3/4" (DN 20 mm) and 1" (DN 25 mm)
- iPERL can be installed horizontally, vertically or diagonally.

#### BENEFITS

- Maximize investment with iPERL's magnetic technology, which delivers a 20-year accuracy warranty, with no repairs
- Get smart water alarms to detect issues such as leaks, reverse flow, empty pipe, etc.
- Improve low flow accuracy to drive additional revenue

#### Industry Leading Performance

The patented measurement technology of the iPERL water meter provides enhanced accuracy at both low and high flows. Over a 20-year lifespan, your iPERL will measure just as accurately as the day it was installed.

#### Solid State Magnetic Technology

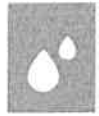
By avoiding the use of a mechanical measuring element inside the flow tube, metering performance is linear over the entire flow range - ensuring no reduction in accuracy at any flow rate over the life of the meter. The iPERL meter uses our patented remanent magnetic field technology - requiring far less energy and delivering superior accuracy.

#### Alarms

Quick resolution of field issues is made possible with configurable smart water alarms including leak detection, reverse flow, empty pipe, magnetic tamper and low battery. When integrated with our FlexNet® communication network, remotely gathering and transmitting data has never been more reliable or profitable.

#### Construction

The iPERL meter body is made of composite alloy and contains no metal material. Inside the meter body is an electronic register and a measuring device that is comprised of a composite alloy flow tube. Embedded in the flow tube are coated silver electrodes. iPERL utilizes these to measure the fluid velocity through the flow tube - enabling less power consumption and predictable meter performance. The iPERL meter has a 20-year accuracy warranty and a 20-year battery life guarantee.



## Electronic Register

The 9-digit hermetically-sealed electronic register with LCD display was designed to eliminate dirt, fog and moisture contamination in pit settings. The large, easy-to-read display includes AMR digits, direction of flow, units of measure and smart water alarms. The AMR digits and units of measure are fully programmable. The register also provides integrated customer data logging.

## AMI / AMR Compatibility

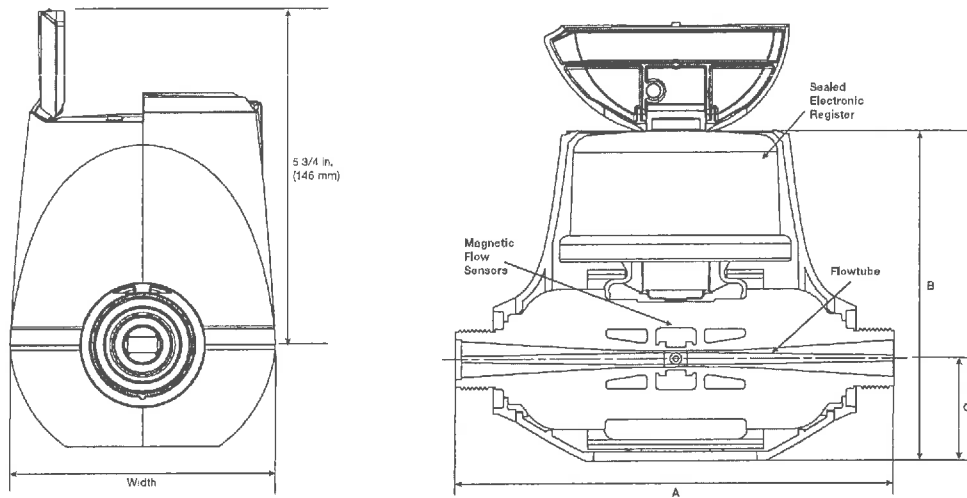
Sensus iPERL meters are compatible with common AMR/AMI systems, including the Sensus FlexNet® communication network.

## Conformance to Standards

The Sensus iPERL meter meets the requirements of NSF 61, Annex F/G and 372 and exceeds the most recent revision of AWWA Standard C-715.

## Tamper Resistant

The integrated construction of the iPERL water meter prevents removal of the register to obtain free water. The magnetic tamper and low field alarms will both indicate any attempt to tamper with the magnetic field of the iPERL meter.



## Dimensions and Net Weights

| Meter Size                       | A                   | B                   | C                 | Spud Ends       | NPSM Thread Size  | Width              | Net Weight          |
|----------------------------------|---------------------|---------------------|-------------------|-----------------|-------------------|--------------------|---------------------|
| 5/8"<br>(DN 15 mm)               | 7-1/2"<br>(190 mm)  | 6-1/10"<br>(155mm)  | 1-3/4"<br>(44 mm) | 5/8"<br>(15 mm) | 3/4"<br>(20 mm)   | 4-1/2"<br>(114 mm) | 3.1 lb.<br>(1.4 kg) |
| 5/8" x 3/4"<br>(DN 15mm x 20 mm) | 7-1/2"<br>(190 mm)  | 6-1/10"<br>(155mm)  | 1-3/4"<br>(44 mm) | 3/4"<br>(20 mm) | 1"<br>(25 mm)     | 4-1/2"<br>(114 mm) | 3.1 lb.<br>(1.4 kg) |
| 3/4" Short<br>(DN 20 mm)         | 7-1/2"<br>(190 mm)  | 6-1/10"<br>(155 mm) | 1-3/4"<br>(44 mm) | 3/4"<br>(20 mm) | 1"<br>(25 mm)     | 4-1/2"<br>(114 mm) | 3.1 lb.<br>(1.4 kg) |
| 3/4"<br>(DN 20 mm)               | 9"<br>(229 mm)      | 6-1/10"<br>(155 mm) | 1-3/4"<br>(44 mm) | 3/4"<br>(20 mm) | 1"<br>(25 mm)     | 4-1/2"<br>(114 mm) | 3.2 lb.<br>(1.5 kg) |
| 1"<br>(DN 25 mm)                 | 10-3/4"<br>(273 mm) | 6-1/10"<br>(155 mm) | 1-3/4"<br>(44 mm) | 1"<br>(25 mm)   | 1-1/4"<br>(32 mm) | 4-1/2"<br>(114 mm) | 3.3 lb.<br>(1.6 kg) |



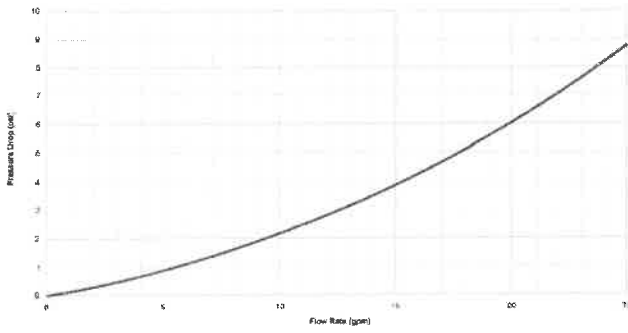
## Specifications

|   |   |
|---|---|
| Service                                   | Measurement of potable and reclaim water. 0-100% humidity. Fully submersible. IP68 rated.   |
| Temperature                               | Water operating temperature range of 33 °F (0.55 °C) to 80 °F (26.7 °C) . Ambient air operating temperature -22 °F (-30 °C) to -140 °F (60 °C), Storage air temperature -30 °F (-34.4 °C) to 158F (70 °C).  |
| Starting Flow                             | 5/8" (DN 15 mm) size: 0.03 gpm (0.007 m <sup>3</sup> /h)<br>3/4" (DN 20 mm) size: 0.03 gpm (0.007 m <sup>3</sup> /h)<br>1" (DN 25 mm) size: 0.11 gpm (0.025 m <sup>3</sup> /h)  |
| Low Flow Range (±3%)                      | 5/8" (DN 15 mm) size: >0.11 gpm (0.025 m <sup>3</sup> /hr) to <0.18 gpm (0.041 m <sup>3</sup> /hr)<br>3/4" (DN 20 mm) size: >0.11 gpm (0.025 m <sup>3</sup> /hr) to <0.18 gpm (0.041 m <sup>3</sup> /hr)<br>1" (DN 25 mm) size: >0.3 gpm (0.068 m <sup>3</sup> /hr) to <0.4 gpm (0.09 m <sup>3</sup> /hr) |
| Normal Water Operating Flow Range (±1.5%) | 5/8" (DN 15 mm) size: 0.18 to 25 gpm (0.04 to 5.7 m <sup>3</sup> /hr)<br>3/4" (DN 20 mm) size: 0.18 to 35 gpm (0.04 to 8.0 m <sup>3</sup> /hr)<br>1" (DN 25 mm) size: 0.4 to 55 gpm (0.09 to 12.5 m <sup>3</sup> /hr)   |
| Maximum Operating Pressure                | 5/8" and 3/4" size: 200 psi (13.8 bar)<br>1" size: 175 psi (12.1 bar)   |
| Measurement Technology                    | Solid state electromagnetic flow  |
| Register                                  | Hermetically sealed, 9-digit programmable electronic register, AMR/AMI compatible.  |
| Materials                                 | External housing - Thermal plastic; Flowtube - Polyphenylene sulfide alloy; Electrode - Silver/silver chloride; Register cover - Tempered glass   |

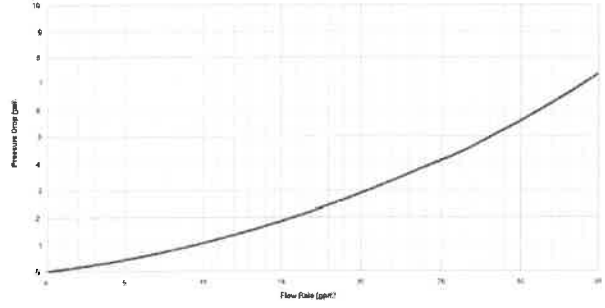


# Headloss Curves

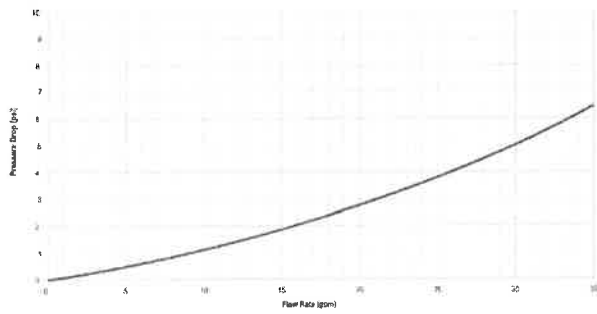
### 5/8" Headloss Curve



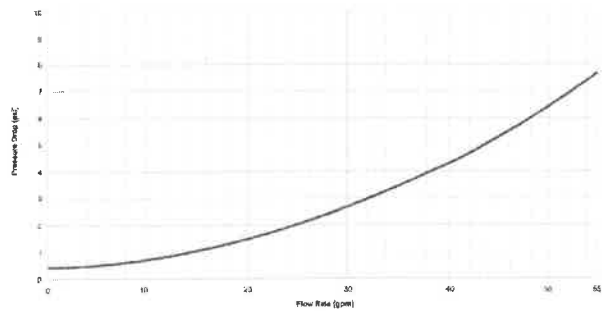
### 3/4" Headloss Curve



### 5/8" x 3/4" Headloss Curve



### 1" Headloss Curve



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# Hydroverse Water Meter

## Electromagnetic Flow Measurement System for Commercial and Industrial Applications

Sensus Hydroverse™ water meters deliver industry-leading accuracy, flow range and low-flow sensitivity for commercial and industrial potable, reclaimed and raw water applications. Using proven electromagnetic metering technology, the Hydroverse meter is ideally suited to capture revenue from large commercial accounts, enable district/zone metering and measure export or raw water flow. Benefit from the ease of programming, flexible communication, data storage, power supply options, configurable alarms and minimal head loss provided by this smart commercial water meter.

### BENEFITS

- Wide flow range for greater application flexibility
- Superior low-flow accuracy, even for raw water
- Remote register available (recommended for wet locations)
- No moving parts minimizes wear and prolongs meter life
- Ease of programming with user-friendly mobile application
- AMI/AMR capable
- Minimal head loss ensures consistent accuracy
- 10-year battery life
- Field replaceable batteries
- Optional NFC coupler
- Internal, downloadable data logger
- Internal self-verification continuously monitors meter performance

### Industry Leading Performance

The Hydroverse water meter offers accuracy of  $\pm 0.4$  percent or optional  $\pm 0.2$  percent over a wide flow range. The internal verification algorithm runs automatically, maintaining accuracy over the life of the meter. Hydroverse Manager Software, the intuitive mobile app available for Android™ devices, offers easy programmability to ensure meter configuration for optimal performance.

### Solid State Magnetic Technology

The Hydroverse meter uses industry-proven electromagnetic technology that provides superior accuracy for a wider range of flow conditions than most metering technologies available today. With no moving parts, the Hydroverse meter will not suffer accuracy drift due to wear common to other metering technologies. This reduces total cost of ownership through less frequent meter testing and repairs.

### Construction

The Hydroverse meter consists of a measuring tube and a liner. The measuring tube is made of steel with corrosion-resistant coating. The hard rubber (non-magnetic) liner is resistant to corrosion, aging and abrasion. The Hydroverse meter is IP68 rated to 30 feet.



# Hydroverse Water Meter

## Electromagnetic Flow Measurement System for Commercial and Industrial Applications

### Electronic Register

The Hydroverse electronic register is available as an integral register for dry locations or remote register with placement up to 165 feet (50m) away from the meter. The easy-to-read LCD can be configured to display forward, reverse and total consumption, flow rate and alarms. Register output options include Sensus communication protocol and configurable pulse output. The register is IP68 rated to a depth of 6 feet for a cumulative time period of 9 months. The optional remote register, mounted above the water-line, is recommended for meter installations that are frequently or continually submerged.

### AMI / AMR Compatibility

Sensus Hydroverse meters are compatible with common AMI / AMR systems, including the Sensus FlexNet<sup>®</sup> communication network.

### Conformance to Standards

The Hydroverse is NSF Standard 61 compliant. Flanges are ASME B16.5 Standard and Class CL150. 2" meters and larger comply with AWWA Standard C715.

### Service

Measurement of potable, reclaim and raw water

- Storage air temp.: -4° to 140° F (-20° to 60° C)
- Operating air temp.: -4° to 140° F (-20° to 60° C)
- Operating water temp.: 33° to 122° F (0.5° to 50° C)
- Max operating pressure: 232 psi (16 bar)
- Minimum water conductivity: 20 µS/cm

### Dimensions and Weights

| Meter and Pipe Size | Low Flow Limit (±1.5% accuracy)     | Normal Operating Range (±0.4% or optional ±0.2% accuracy) | Max Intermittent Flow                   | Flange Outer Diameter (D) | Bolt Circle Diameter (B) | Number of Holes (N) | Bolt Hole Diameter (Y) | Sensor Length (L) | Register Height (F) | Approximate Weight |
|---------------------|-------------------------------------|---|---|---------------------------|--------------------------|---------------------|------------------------|-------------------|---------------------|--------------------|
| 1-1/2" DN40         | 0.28 GPM<br>0.06 m <sup>3</sup> /hr | 0.44 - 150 GPM<br>0.10 - 34 m <sup>3</sup> /hr            | 188 GPM<br>43 m <sup>3</sup> /hr        | 5.9 in<br>150 mm          | 3.9 in<br>98 mm          | 4                   | 5/8 in<br>15.7 mm      | 7.9 in<br>200 mm  | 6.2 in<br>158 mm    | 29 lb<br>13 kg     |
| 2" DN50             | 0.44 GPM<br>0.10 m <sup>3</sup> /hr | 0.70 - 220 GPM<br>0.16 - 50 m <sup>3</sup> /hr            | 275 GPM<br>62 m <sup>3</sup> /hr        | 6.5 in<br>165 mm          | 4.8 in<br>121 mm         | 4                   | 3/4 in<br>19 mm        | 7.9 in<br>200 mm  | 6.4 in<br>162 mm    | 33 lb<br>15 kg     |
| 3" DN80             | 1.1 GPM<br>0.25 m <sup>3</sup> /hr  | 1.8 - 510 GPM<br>0.40 - 116 m <sup>3</sup> /hr            | 638 GPM<br>145 m <sup>3</sup> /hr       | 7.9 in<br>200 mm          | 6.0 in<br>152 mm         | 4                   | 3/4 in<br>19 mm        | 7.9 in<br>200 mm  | 7.1 in<br>181 mm    | 46 lb<br>21 kg     |
| 4" DN100            | 1.8 GPM<br>0.4 m <sup>3</sup> /hr   | 2.8 - 920 GPM<br>0.64 - 209 m <sup>3</sup> /hr            | 1,150 GPM<br>261 m <sup>3</sup> /hr     | 9.3 in<br>235 mm          | 7.5 in<br>191 mm         | 8                   | 3/4 in<br>19 mm        | 9.8 in<br>250 mm  | 8.0 in<br>202 mm    | 59 lb<br>27 kg     |
| 6" DN150            | 4 GPM<br>1 m <sup>3</sup> /hr       | 7 - 2,800 GPM<br>1.6 - 636 m <sup>3</sup> /hr             | 3,500 GPM<br>795 m <sup>3</sup> /hr     | 11.8 in<br>300 mm         | 9.5 in<br>242 mm         | 8                   | 7/8 in<br>22 mm        | 11.8 in<br>300 mm | 9.2 in<br>233 mm    | 77 lb<br>35 kg     |
| 8" DN200            | 7 GPM<br>1.6 m <sup>3</sup> /hr     | 11 - 3,700 GPM<br>2.5 - 840 m <sup>3</sup> /hr            | 4,625 GPM<br>1,050 m <sup>3</sup> /hr   | 13.5 in<br>343 mm         | 11.7 in<br>298 mm        | 8                   | 7/8 in<br>22 mm        | 13.8 in<br>350 mm | 10.2 in<br>259 mm   | 150 lb<br>68 kg    |
| 10" DN250           | 28 GPM<br>6.4 m <sup>3</sup> /hr    | 45 - 7,045 GPM<br>10 - 1,600 m <sup>3</sup> /hr           | 8,807 GPM<br>2,000 m <sup>3</sup> /hr   | 15.9 in<br>405 mm         | 14.3 in<br>362 mm        | 12                  | 1 in<br>26 mm          | 17.7 in<br>450 mm | 12.6 in<br>319 mm   | 154 lb<br>70 kg    |
| 12" DN300           | 44 GPM<br>10 m <sup>3</sup> /hr     | 70 - 11,008 GPM<br>16 - 2,500 m <sup>3</sup> /hr          | 13,760 GPM<br>3,125 m <sup>3</sup> /hr  | 19.1 in<br>485 mm         | 17.0 in<br>432 mm        | 12                  | 1 in<br>26 mm          | 19.7 in<br>500 mm | 13.5 in<br>342 mm   | 231 lb<br>105 kg   |
| 14" DN350           | 70 GPM<br>16 m <sup>3</sup> /hr     | 113 - 17,613 GPM<br>26 - 4,000 m <sup>3</sup> /hr         | 22,017 GPM<br>5,000 m <sup>3</sup> /hr  | 21.1 in<br>535 mm         | 18.8 in<br>476 mm        | 12                  | 1 1/8 in<br>29 mm      | 21.7 in<br>550 mm | 14.1 in<br>357 mm   | 302 lb<br>137 kg   |
| 16" DN400           | 92 GPM<br>21 m <sup>3</sup> /hr     | 148 - 22,897 GPM<br>34 - 5,200 m <sup>3</sup> /hr         | 28,622 GPM<br>6,500 m <sup>3</sup> /hr  | 23.6 in<br>600 mm         | 21.3 in<br>540 mm        | 12                  | 1 1/8 in<br>29 mm      | 23.6 in<br>600 mm | 15.7 in<br>399 mm   | 385 lb<br>175 kg   |
| 18" DN450           | 111 GPM<br>25 m <sup>3</sup> /hr    | 178 - 27,741 GPM<br>40 - 6,300 m <sup>3</sup> /hr         | 34,676 GPM<br>7,875 m <sup>3</sup> /hr  | 25.0 in<br>635 mm         | 22.8 in<br>578 mm        | 16                  | 1 1/4 in<br>32 mm      | 23.6 in<br>600 mm | 16.0 in<br>407 mm   | 550 lb<br>250 kg   |
| 20" DN500           | 137 GPM<br>31 m <sup>3</sup> /hr    | 218 - 33,906 GPM<br>50 - 7,700 m <sup>3</sup> /hr         | 42,382 GPM<br>9,625 m <sup>3</sup> /hr  | 27.6 in<br>700 mm         | 25.0 in<br>635 mm        | 20                  | 1 1/4 in<br>32 mm      | 23.6 in<br>600 mm | 16.0 in<br>407 mm   | 660 lb<br>300 kg   |
| 24" DN600           | 176 GPM<br>40 m <sup>3</sup> /hr    | 282 - 44,033 GPM<br>64 - 10,000 m <sup>3</sup> /hr        | 55,042 GPM<br>12,500 m <sup>3</sup> /hr | 32.1 in<br>815 mm         | 29.5 in<br>749 mm        | 20                  | 1 3/8 in<br>35 mm      | 31.5 in<br>800 mm | 18.0 in<br>458 mm   | 935 lb<br>425 kg   |

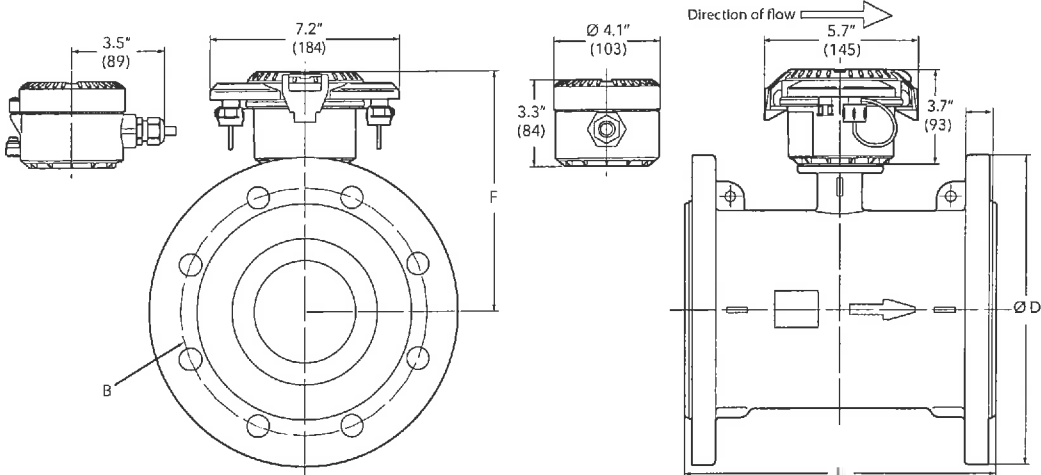
Larger sizes are available. Ask your Sensus representative for details.



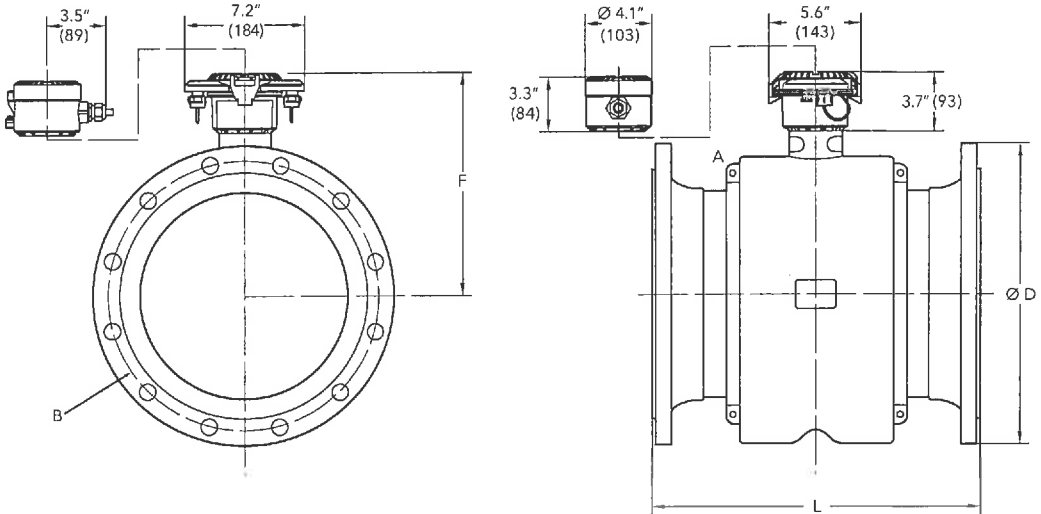
# Hydroverse Water Meter

Electromagnetic Flow Measurement System for Commercial and Industrial Applications

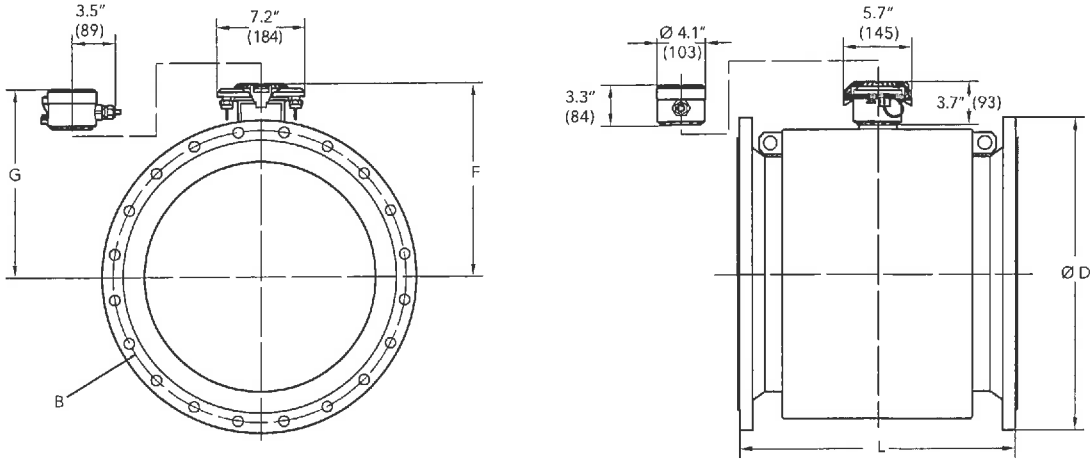
Hydroverse:  
1 1/2" - 8"



Hydroverse:  
10" - 16"



Hydroverse:  
18" - 24"





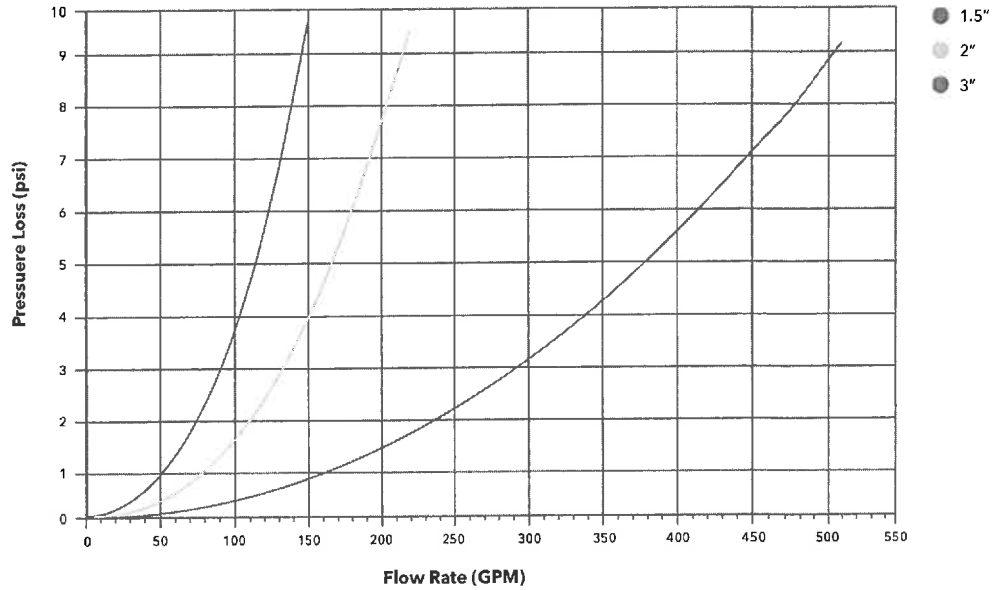
# Hydroverse Water Meter

## Electromagnetic Flow Measurement System for Commercial and Industrial Applications

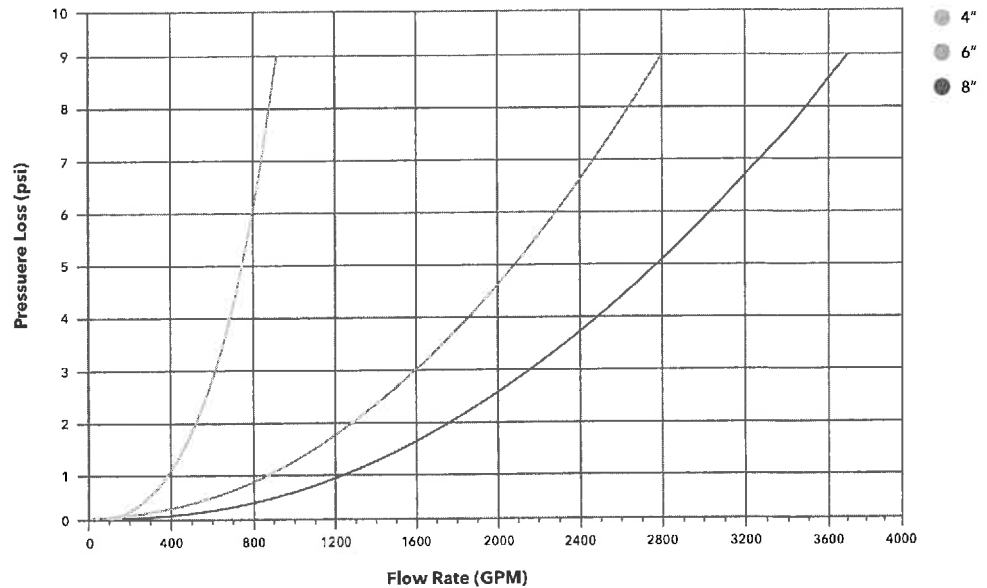
### Head Loss Curves

Head loss curves are applicable to 1.5" to 8" reduced bore meters. 10" and larger meters are full bore and exhibit negligible head loss across the meter.

Meter Head Loss (psi) vs. Flow Rate (GPM)



Meter Head Loss (psi) vs. Flow Rate (GPM)



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# Electronic Register

## Data Sheet

### APPLICATION AND FEATURES

The Sensus Electronic Register is a straight reading register that provides accurate and error-free meter reading via an LCD display. It provides greater reading resolution, reliability, end-user options, and other benefits. It is compatible with the Sensus AMR/AMI System and is fully compliant with ANSI/AWWA Encoder Standard C707-5. There are nine digits on the display, the ninth being a low flow indicator. Other features include removability with a unique locking system, rate of flow gauge, forward and reverse flow indicator, field programmability, and a 20 year warranty.

### OPERATION

The Electronic Register utilizes "magnetic-field position sensing" technology to determine the orientation of the water meter shaft. Through electronics, it is able to count the number of rotations, and display the measurements on the LCD. The register can show both volume and flow rate on the display as well. The Sensus Electronic Register can be used with Sensus positive displacement meters because no torque is developed beyond that in a standard, visual read register.

### AMR/AMI SYSTEM COMPATIBILITY

The Sensus Electronic Register is adaptable and configured for installation and interrogation in a two-wire TouchRead mode, three-wire AMR mode, or terminal block option, making it totally compatible with existing systems that use each mode. The meter reading data, which consists of up to 8 digits of the odometer reading and the register ID number, are transmitted in ASCII standard code that is used by most of the data communications industry.

### SENSUS AMR/AMI SYSTEM MIGRATION

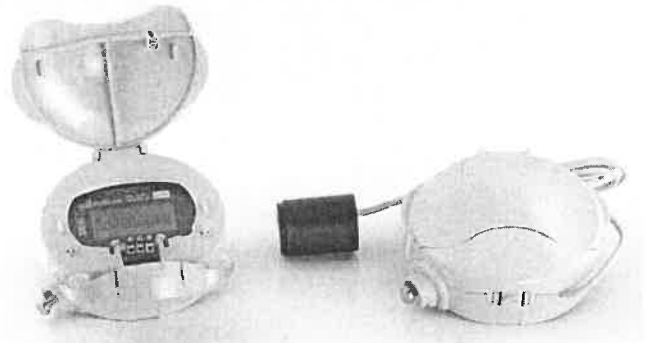
All Sensus AMR registers, past and present, provide three connection posts, two of which are needed for TouchRead applications and three for RadioRead and FlexNet systems with three wire systems. This enables a utility to easily and economically upgrade from a TouchRead System to a more-advanced AMR/AMI system without having to replace the registers on its meters.

### HIGHER RESOLUTION READINGS

With its nine functioning register digits, greatly enhanced reading resolutions are provided. For example, on a register that records consumption in gallons, the right-most digit displays usage in hundredths of a gallon. The digit to its left displays usage in tenths of gallon units. Similar highly-definitive reading resolutions are also provided when the register is configured for volume usage in cubic feet and cubic meters.

### WIRING CONNECTIONS

To ensure reading-integrity, the Sensus Electronic Register's pit set wiring connections are protected from moisture through the encapsulation (potting) of wiring components with a special epoxy material during the manufacturing process.



### UNIQUE REGISTER IDENTIFICATION NUMBER

As with their predecessor ECR registers, Electronic Registers incorporate a unique, never-duplicated identification number that is factory-set into the register's non-volatile electronic memory. The ID number thereby identifies a particular meter, and links the customer it serves to a utility's billing computer.

### WIRE CONNECTION

Sensus Electronic registers provide three terminals for connecting wires to it, labeled R for red, B for black and G for green. For TouchRead System use, wiring from the R and B terminals are connected to a TouchPad remote-reading module.

In Sensus AMR/AMI System applications such as TouchRead, RadioRead and FlexNet, a three-wire connection or two-wire "TouchCouple" allow you to properly link the register to its AMR interface device. When the interrogation device cannot communicate with the register, it will provide an alert signal, which can be viewed immediately in Logic.

### ASCII PROTOCOL

The register output data format is 7-bit ASCII (American Standard Code for Information Interchange) digital, plus an even parity bit. Upon interrogation with a TouchPad or AMR/AMI product, the register will transmit an odometer reading containing from 4 to 8 digits (field programmable) and a user defined alphanumeric identification of up to 12 characters (field programmable). The register can also be programmed to output a factory set, nonprogrammable identification number, Customer Text of up to 20 alphanumeric characters (field programmable), a reading multiplier ranging from 10-99 to 1099 (field programmable), and/or a reading measurement unit indicator (for example, US Gallons – field programmable). The register's ASCII digital output is capable of interfacing directly to an AMR/AMI transponder to transmit data via radio signal or wired connections to an AMR/AMI system.

### INSTALLATION AND USE CONSIDERATIONS

Strict adherence to proper installation procedures and reading methods are required to achieve reliable readings from an electronic register.

# Electronic Register

## Data Sheet



### WATERPROOF PACKAGING

To ensure meter reading integrity and accuracy, the register's components are protected from moisture, dirt, ultra-violet rays and mechanical damage. All components are contained in a hermetically sealed, tamperproof enclosure made of a corrosion resistant material, covered with a plastic or heat-tempered glass lens.

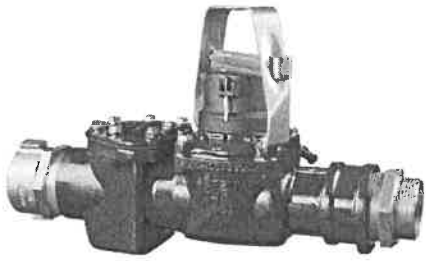
### ASSURANCE TESTING

Throughout their development, Sensus Electronic Registers passed an exhaustive series of tests conducted to ensure compliance with specifications for reliable, long-term performance. In addition to testing to assure reading validity in a multitude of applications, registers were exposed to and passed test-conditions simulating harsh environmental conditions.

|  |   |
|--|---|
| <b>Service</b>   | For use on Sensus positive displacement meters for the purpose of obtaining electronic meter readings with compatible automatic meter reading equipment.  |
| <b>Meter Compatibility</b>                             | Sensus SR11 and accuSTREAM positive displacement meters.  |
| <b>AMR/AMI Compatibility</b>                           | Sensus TouchRead, RadioRead and FlexNet AMR/AMI Systems, and virtually all other brands of AMR/AMI reading equipment. (ECR specifications available upon request.)  |
| <b>Temperature Specifications</b>                      | -20°F to 150°F  |
| <b>Registration Unit Indications for Meters Listed</b> | <div style="display: flex; justify-content: space-around;"> <div style="text-align: center;"> <p>5/8", 3/4" and 1"<br/>Cubic Feet</p> </div> <div style="text-align: center;"> <p>5/8", 3/4" and 1"<br/>Cubic Meter</p> </div> <div style="text-align: center;"> <p>5/8", 3/4" and 1"<br/>Gallons</p> </div> </div>   |
| <b>Compliances</b>                                     | AWWA/ANSI Encoder Standard C707-5   |
| <b>Register Types</b>                                  | <p><b>ECR:</b> For indoor installations only. All components are contained in a permanently hermetically sealed, tamperproof enclosure made of a corrosion resistant material, covered with a plastic lens.</p> <p><b>TouchRead PitLid (TR/PL):</b> For outdoor installations only. All components are contained in a permanently hermetically sealed, tamperproof enclosure made of a corrosion resistant material, covered with a heat tempered glass lens.</p> |

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# OMNI™ Fire Hydrant (H<sup>2</sup>) Water Meter

## 3" OMNI H<sup>2</sup> Meter

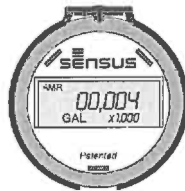
### DESCRIPTION:

- Floating Ball Technology (FBT)

### ELECTRONIC REGISTER DISPLAY DIAGRAM



Totalization Mode



AMR/AMI Mode



Resettable Test Mode



Rate of Flow Mode

The OMNI H<sup>2</sup> meter operation is based on advanced Floating Ball Technology (FBT). The operating range is from 10 to 350 gallons per minute (2.3 to 79.5 m<sup>3</sup>/h) with registration accuracy of 100% ± 1.5% of actual throughput.

### Conformance to Standards

The OMNI H<sup>2</sup> meter is based on advanced Floating Ball Technology (FBT). Each meter is performance tested to ensure compliance.

### Performance

The meter is intended for measuring water from a fire hydrant or other non-permanent installations. The meter comes with fire hose swivel couplings and a register lid locking bar as standard equipment. The patented measurement principles of the OMNI H<sup>2</sup> meter ensure greater accuracy, expanded accuracy range and longer service life than any other comparable class meter. The OMNI H<sup>2</sup> meter has no restrictions on sustained flow rates within its continuous range. The floating ball measurement technology allows installation in any orientation and flows up to maximum rated capacity without undue wear or accuracy degradation.

### Construction

The OMNI H<sup>2</sup> meter consists of two basic assemblies: the maincase and the measuring chamber. The measuring chamber assembly includes the "floating ball" impeller with a coated titanium shaft, hybrid axial bearings, integral flow straightener and an all electronic programmable register with lockable bonnet. The maincase is made from cast aluminum with an acrylic polyurethane coating. Maincase features include: easily removable measuring chamber, unique chamber seal to the maincase using a high pressure o-ring, and a convenient integral strainer. A variable orifice is positioned at the rear of the maincase which limits the maximum flow of water through the meter to protect it from overspeeding which could occur when the outflow exits to atmosphere.



### OMNI Electronic Register

The OMNI H<sup>2</sup> electronic register is hermetically sealed with an electronic pickup containing no mechanical gearing. The large character LCD displays AMR, totalization, rate of flow and a resettable test totalizer. OMNI register features include AMR resolution units that are fully programmable, fully programmable pulse output frequency, integral customer data logging capability and integral resettable accuracy testing feature compatible with UniPro and Sensus flow verification software. The large, easy-to-read LCD also displays both forward and reverse flow directions. The OMNI H<sup>2</sup> electronic register has a 10-year battery life guarantee.

### Magnetic Drive

Meter registration is achieved by utilizing a fully magnetic pickup system. This is accomplished by the magnetic actions of the embedded rotor magnets and the ultra sensitive register pickup probe. The only moving component in water is the "floating ball" impeller.

### Measuring Element

The hydro-dynamically balanced impeller floats between the bearings. The Floating Ball Technology (FBT) allows the measuring element to operate virtually without friction or wear, thus creating the extended upper and lower flow ranges capable on only the OMNI H<sup>2</sup> meter.

### Strainer

The OMNI H<sup>2</sup> with "V" shaped strainer using a stainless steel screen along with Floating Ball Technology (FBT) create a design that greatly improves accuracy even in difficult settings. A removable strainer cover permits easy access to the screen for routine maintenance.

### Maintenance

The OMNI H<sup>2</sup> meter is designed for easy maintenance. Should any maintenance be required, the measuring chamber and / or strainer cover can be removed independently. Replacement parts or complete measuring chambers are available for repairs.

### AMR/AMI Systems

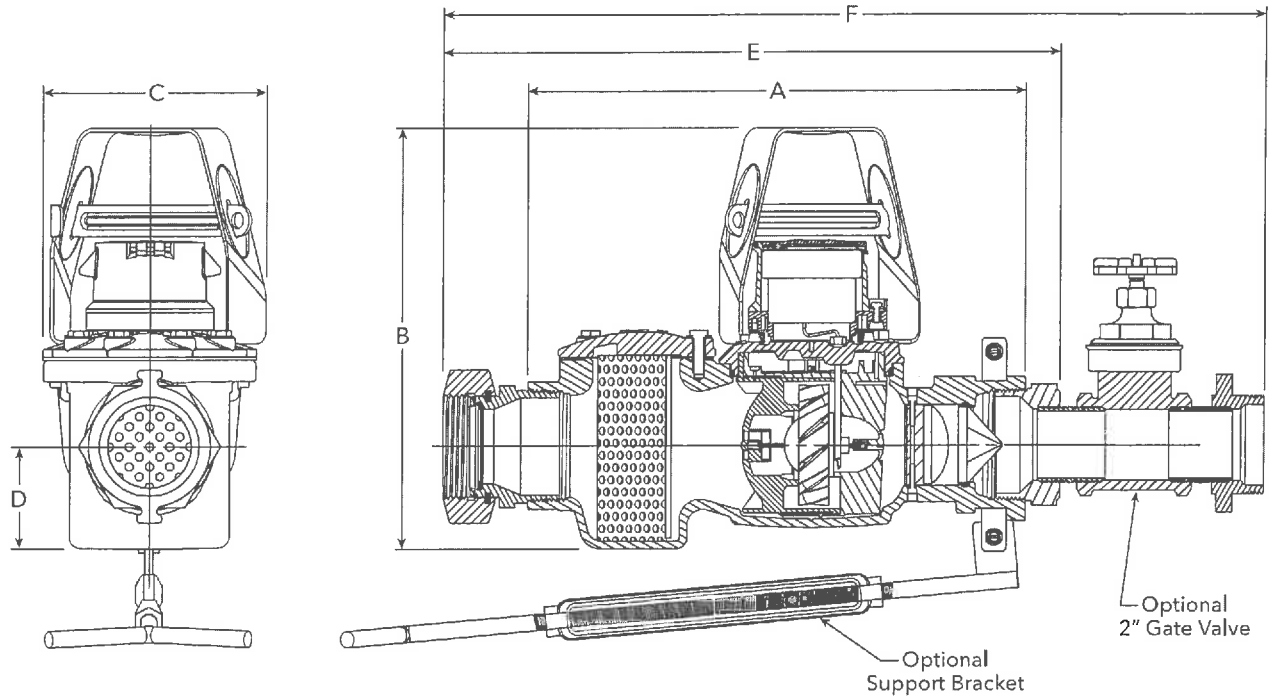
Meters and Electronic Registers are compatible with current Sensus AMR/AMI systems and other AMI communication systems that use the Sensus UI1203 protocol.

### Guarantee

Sensus OMNI H<sup>2</sup> Meters are backed by "The Sensus Guarantee." Ask your Sensus representative for details or see Bulletin G-500.



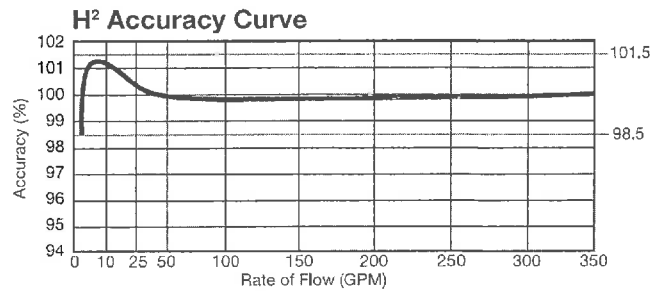
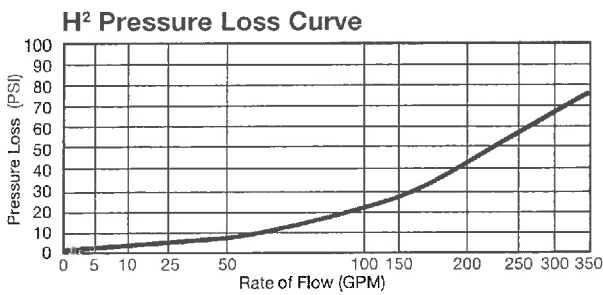
OMNI H<sup>2</sup> Fire Hydrant Meter



Dimensions and Net Weights

| Meter and Pipe Size | A            | B            | C          | D               | E              | F              | Net Weight          | Shipping Weight       |
|---------------------|--------------|--------------|------------|-----------------|----------------|----------------|---------------------|-----------------------|
| 3" DN<br>80mm       | 16"<br>406mm | 13"<br>330mm | 7"<br>17mm | 3.25"<br>82.6mm | 19.5"<br>495mm | 25.6"<br>650mm | 22 lbs.<br>(10 kg.) | 26 lbs.<br>(11.8 kg.) |

Head Loss Curves





Specifications

|                                |  |
|--------------------------------|--|
| Service                        | Measurement of reclaim water or non-potable water.<br>Storage temperature: -22F (-30C) to 155F (68.3C)<br>Operating temperatures:<br>Air: -22F (-30C) to 150F (65.6C)<br>Water: 33F (0.6C) to 80F (26.7C)  |
| Operating Range (100% ± 1.5%)  | 10 - 350 GPM (2.3 - 79.5 m <sup>3</sup> /hr)   |
| Maximum Intermittent Operation | 600 GPM (136.3 m <sup>3</sup> /hr)   |
| Pressure Loss                  | 75 psi @ 350 GPM   |
| Maximum Operating Pressure     | 150 PSI (10.3 bar)   |
| Connections                    | Couplings  |
| Hose Couplings                 | 2-1/2" - 7-1/2" NST Threads (78P - 3.4mm) (National Standard Fire Hose Coupling thread) furnished unless otherwise specified. Complete thread specifications must be furnished for special fire hose fittings  |
| Register                       | Fully electronic sealed register with programmable registration<br>(Gal. /Cu.Ft./ Cu. Mtr. / Imp. Gal. / Acre Ft.)<br>Programmable AMR/AMI reading<br>Guaranteed 10-year battery life  |
| Materials                      | Maincase: Cast Aluminum<br>Measuring Chamber: Thermoplastic<br>Rotor "Floating Ball": Thermoplastic<br>Radial Bearings: Hybrid Thermoplastic<br>Thrust Bearings: Sapphire/Ceramic Jewel<br>Magnets: Ceramic<br>Strainer Screen: Stainless Steel<br>Strainer Cover: Cast Aluminum |
| Options                        | Available with:<br>• 2" Gate valve on outlet end<br>• Techno-check reverse flow check valve<br>• Adjustable support rod assembly   |
| Flow Restrictions              | Limits flow through meter to 600 gpm at 150 psi (136.3 m <sup>3</sup> /h at 10.3 bar)  |

Techno-Check Valve

The Techno-Check Valve is a reverse flow check valve for the OMNI H<sup>2</sup> fire hydrant meter. This is an optional feature that should be identified as a requirement at the time the order is placed. Techno-check Valves must be installed at the factory.



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Morrisville, NC 27560  
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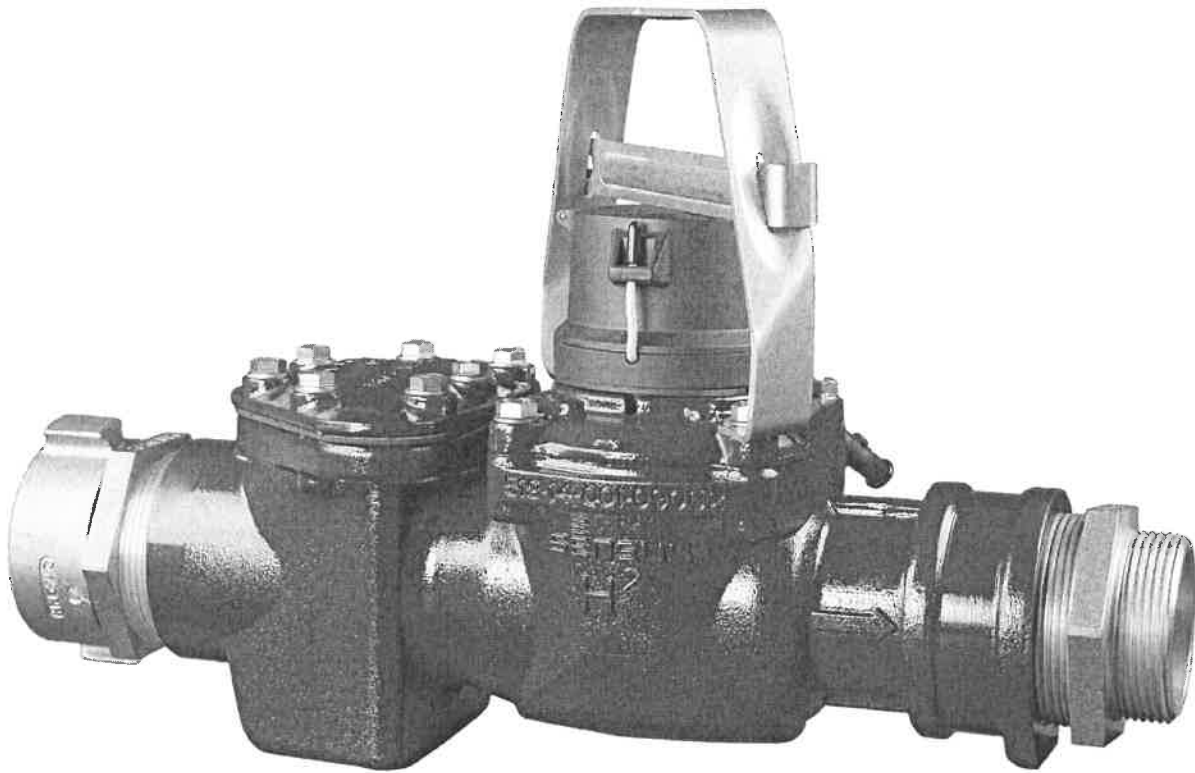
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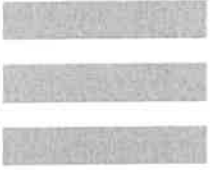
# OMNI™ H<sup>2</sup> Fire Hydrant Meter

Parts List

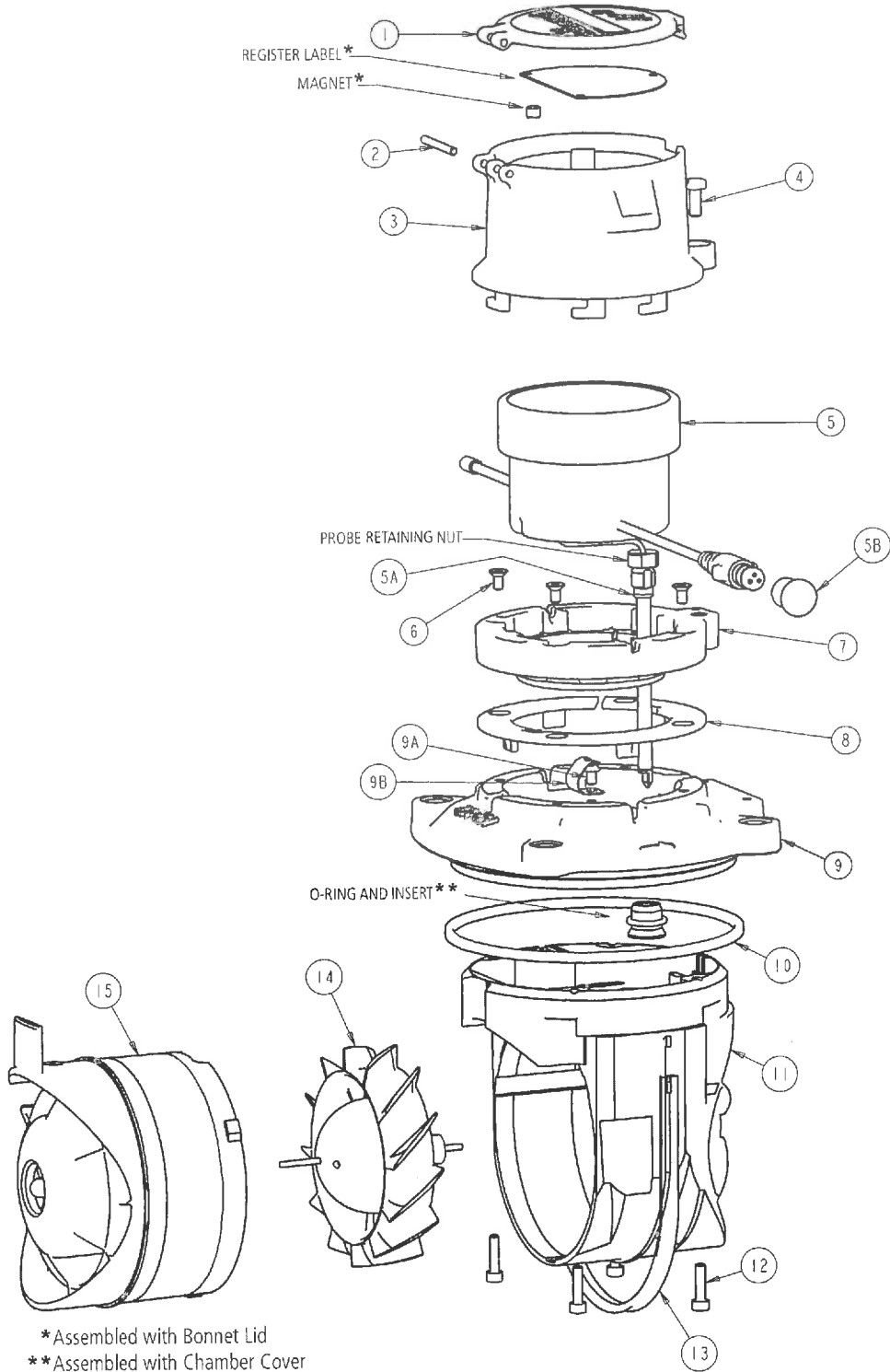


## OMNI H<sup>2</sup> Fire Hydrant Meter

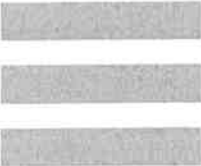




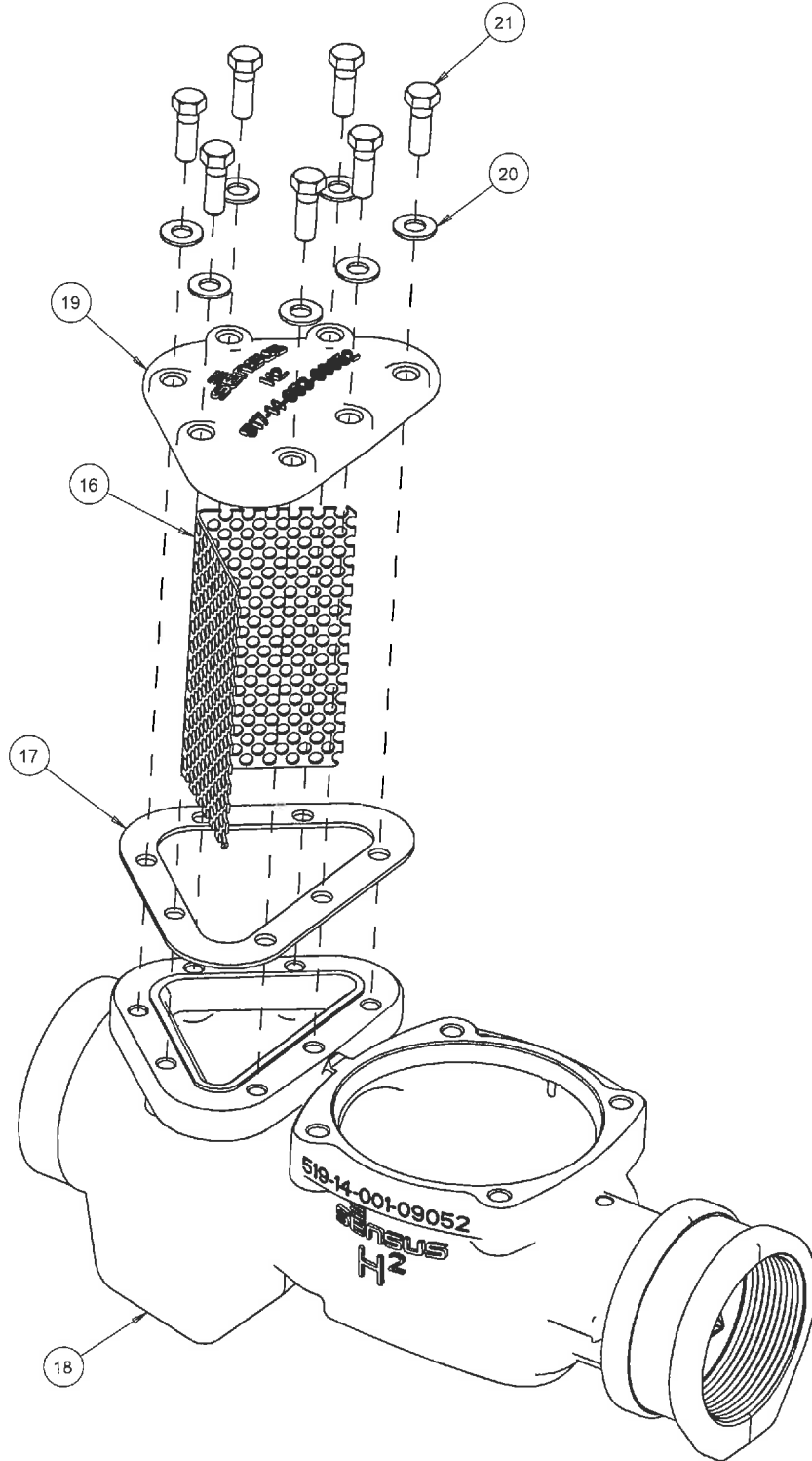
### OMNI H<sup>2</sup>: Fire Hydrant Meter



\* Assembled with Bonnet Lid  
\*\* Assembled with Chamber Cover

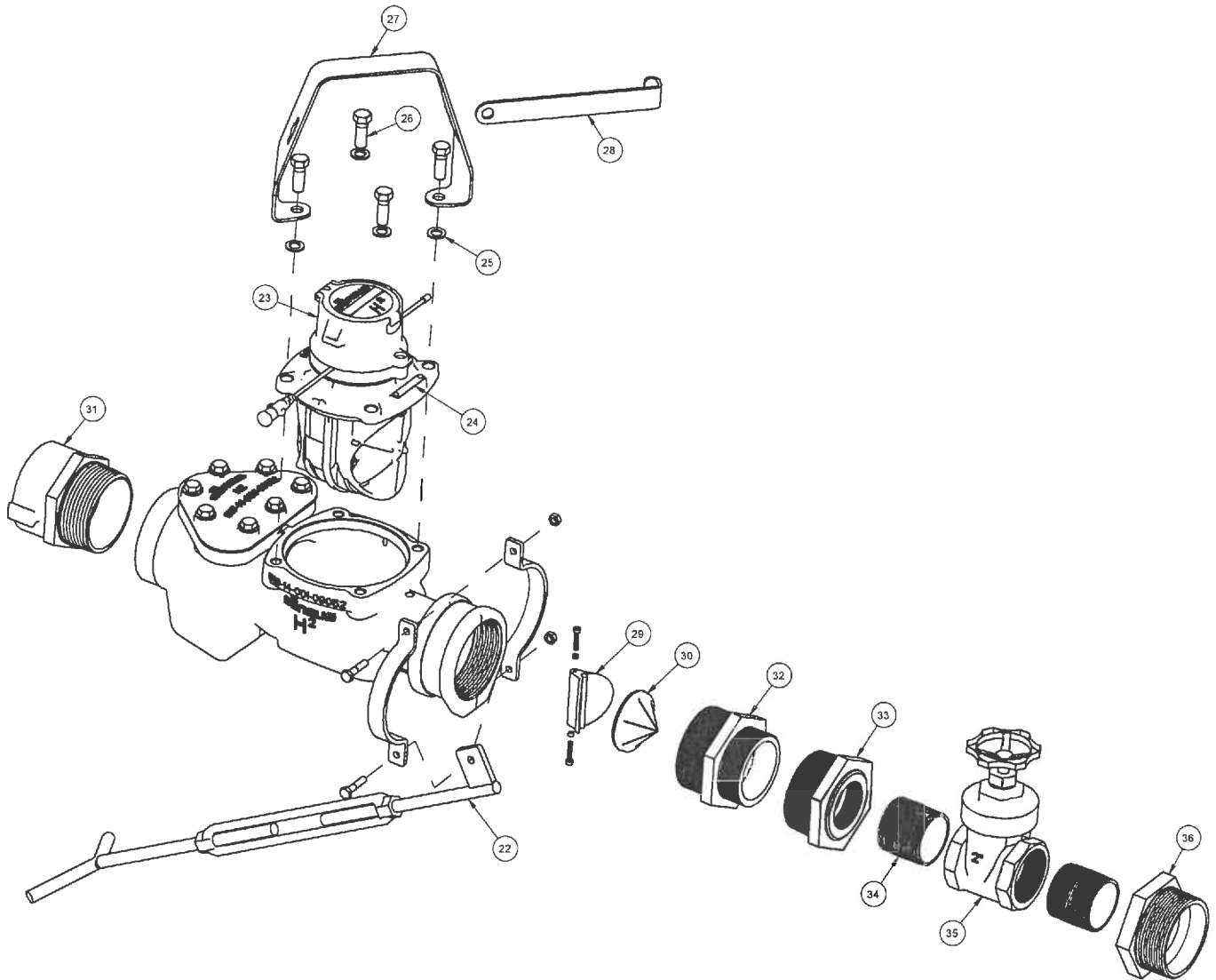


### OMNI H<sup>2</sup>: Fire Hydrant Meter





### OMNI H<sup>2</sup>: Fire Hydrant Meter



OMNI H<sup>2</sup>: Fire Hydrant Meter

| ILL. No. | Name of Part   |
|----------|--|
| 1        | H <sup>2</sup> Bonnet Lid                                |
| 2        | Hinge Pin  |
| 3        | Bonnet   |
| 4        | Bonnet Seal Screw  |
| 5        | Register w/AMR and Pulse Wire                            |
| 5A       | Pick-Up Probe O-Ring                                     |
| 5B       | End Cap for Nicor Connector                              |
| 6        | Locking Ring Screw (4)                                   |
| 7        | Locking Ring   |
| 8        | Fixing Ring  |
| 9        | Chamber Cover  |
| 9A       | Screw, Spring Hold Down                                  |
| 9b       | Spring   |
| 10       | Chamber Cover O-Ring or Gasket                           |
| 11       | Measuring Insert w/Brg and Thrust Assy.                  |
| 12       | Measuring Insert Screw (4)                               |
| 13       | Chamber Seal Gasket                                      |
| 14       | H <sup>2</sup> Rotor and Shaft Assy.                     |
| 15       | OMNI H <sup>2</sup> Balance Plate w/Brg and Thrust Assy. |
| 16       | Strainer Screen  |
| 17       | Strainer Cover Gasket                                    |
| 18       | Meter Body   |
| 18A      | Meter Body for Techno-Check Valve (not shown)            |
| 19       | Strainer Cover   |
| 20       | SS Washer, 3/8" Bolt (7)                                 |
| 21       | 3/8"-16 X 1.125 HH Bolt (7)                              |

| ILL. No. | Name of Part   |
|----------|--|
| 22       | Meter Support (Option)   |
| 23       | Measuring Chamber Assy.  |
| 24       | S/N Badge  |
| 25       | SS Washer, 7/16" Bolt (4)  |
| 26       | 7/16"-14 X 1.25 HH Bolt (4)                                      |
| 27       | Handle   |
| 28       | Handle Lock Bar  |
| 29       | Techno-Check Valve (Option)                                      |
| 30       | Variable Orifice   |
| 31       | Coupling Swivel 3" NPT Male x Fire Hose Thread Male <sup>1</sup> |
| 32       | Hex Reducer 3" NPT Male x 2.5" NSFH Male <sup>1,2</sup>          |
| 33       | Hex Reducer 3" NPT Male x 2" NPT Female <sup>2</sup> (Option)    |
| 34       | 2" NPT Close Nipple (2) <sup>3</sup> (Option)                    |
| 35       | 2" Gate Valve <sup>3</sup> (Option)                              |
| 36       | Hex Reducer 2.5" NSFH Male x 2" NPT Female <sup>2</sup> (Option) |

## Notes:

1. Fire hose threads are 2-1/2" - 7-1/2" NS threads unless otherwise specified.
2. See Thread chart on Configurator for your required thread.
3. Parts of Gate Valve Assembly.

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# Sensus Limited Warranty

**1. General Product Coverage.** Unless otherwise provided herein, Sensus USA Inc. ("Sensus") warrants its products and parts to be free from defects in material and workmanship for one (1) year from the date of Sensus shipment and as set forth below. All products are sold to customer ("Customer") pursuant to Sensus' Terms of Sale, available at: [sensus.com/TC](http://sensus.com/TC) ("Terms of Sale").

**2. SR II<sup>®</sup> and accuSTREAM™ 5/8", 3/4" & 1" Meters** are warranted to perform to new meter accuracy level set forth in the SR II and accuSTREAM Data Sheets available at [sensus.com](http://sensus.com) for five (5) years from the date of Sensus shipment or until the registration shown below, whichever occurs first, Sensus further warrants that the SR II and accuSTREAM meters will perform to at least AWWA Repaired Meter Accuracy Standards for fifteen (15) years from the date of Sensus shipment or until the registration shown below, whichever occurs first:

|                                       | New Meter Accuracy | Repair Meter Accuracy |
|---------------------------------------|--------------------|-----------------------|
| 5/8" SR II Meter and accuSTREAM Meter | 500,000 gallons    | 1,500,000 gallons     |
| 3/4" SR II Meter and accuSTREAM Meter | 750,000 gallons    | 2,250,000 gallons     |
| 1" SR II Meter and accuSTREAM Meter   | 1,000,000 gallons  | 3,000,000 gallons     |

**3. ally<sup>®</sup> Meters** that register water flow are warranted to perform to the accuracy level set forth in the ally Data Sheet available at [sensus.com](http://sensus.com) for fifteen (15) years from the Date of Installation, but no longer than sixteen (16) years from date of manufacture, not including the meter's sensors, valve, and gear motor, which are warranted under different terms described below. As used herein, "Date of Installation" means the date after which the ally Meter has been out of empty pipe for seven (7) consecutive days, as those days are measured by the ally Meter and stored in the meter's nonvolatile memory.

**4. iPERL<sup>®</sup> Meters** that register water flow are warranted to perform to the accuracy levels set forth in the iPERL Data Sheet available at [sensus.com](http://sensus.com) for twenty (20) years from the date of Sensus shipment. The iPERL System Component warranty does not include the external housing.

**5. SR II maincases** are warranted to be free from defects in material and workmanship for twenty-five (25) years from the date of Sensus shipment. accuSTREAM maincases will be free from defects in material and workmanship for fifteen (15) years from the date of Sensus shipment.

**6. Sensus OMNI™ Meters and Propeller Meters** are warranted to perform to as set forth in OMNI and Propeller data sheets for one (1) year from the date of Sensus shipment.

**7. Sensus accuMAG™ and Hydroverse™ Meters** are warranted to be free from defects in material and workmanship, under normal use and service, for 18 months from the date of Sensus shipment or 12 months from startup, whichever occurs first.

**8. Sensus Registers** are warranted to be free from defects in material and workmanship from the date of Sensus shipment for the periods stated below or until the applicable registration for AWWA Repaired Meter Accuracy Standards, as set forth above, are surpassed, whichever occurs first:

|   |          |
|---|----------|
| 5/8" thru 1" SR II, accuSTREAM Standard Registers   | 25 years |
| 5/8" thru 1" SR II, accuSTREAM Encoder Registers    | 10 years |
| All HSPU, IMP Contactor, R.E.R. Elec. ROFI          | 1 year   |
| Standard and Encoder Registers for Propeller Meters | 1 year   |
| OMNI and OMNI+ Registers with Battery               | 10 years |

**9. Sensus Electric and Gas Meters** are warranted pursuant to the General Limited Warranty available at [sensus.com/TC](http://sensus.com/TC).

**10. Batteries, iPERL System Components, AMR and FlexNet<sup>®</sup> Communication Network AMI Interface Devices** are warranted to be free from defects in material and workmanship from the date of Sensus shipment for the period stated below:

|   |                       |
|---|-----------------------|
| Electronic TouchPad   | 10 years              |
| Act-Pak <sup>®</sup> Remote Monitoring Instruments            | 1 year                |
| Gas SmartPoint <sup>®</sup> Modules and Batteries             | 20 years <sup>1</sup> |
| 6500 series Hand-Held Device                                  | 2 years               |
| Vehicle Gateway Base Station (VGB) and other AMR Equipment    | 1 year                |
| EasyLink Reader   | 1 Year                |
| CPTP100   | 20 Years <sup>2</sup> |
| FlexNet Base Station (including the R100NA and M400 products) | 1 year                |
| RM4160  | 1 Year                |
| iPERL System Battery and iPERL System Components              | 20 years <sup>3</sup> |

<sup>1</sup> Sensus will repair or replace non-performing Gas SmartPoint Modules (configured to the factory setting of six transmissions per day under normal system operation of up to one demand read to each SmartPoint Module per month and up to five firmware downloads during the life of the product) and batteries.

<sup>2</sup> Sensus will repair or replace non-performing CPTP100 modules (configured at factory setting of four transmissions per day under normal system operations of up to one demand read per month and up to five firmware downloads during the life of the product) and batteries.

|   |                       |
|---|-----------------------|
| Sensus <sup>®</sup> Electronic Register+™                         | 20 years <sup>4</sup> |
| Sensus <sup>®</sup> Smart Gateway Sensor Interface                | 1 year <sup>5</sup>   |
| SmartPoint <sup>®</sup> 510M/520M/515M/512M Modules and Batteries | 20 years <sup>3</sup> |

**11. ally<sup>®</sup> Meter Batteries and Components, including SmartPoint 510M/520M Modules** are warranted to be free from defects in material and workmanship from the Date of Installation, as defined in Section 3, for the period stated below:

|  |                       |
|--|-----------------------|
| Batteries  | 15 years <sup>6</sup> |
| Sensors  | 5 years               |
| Valve & Gear Motor   | 5 years <sup>7</sup>  |
| SmartPoint 510M/520M Modules and Batteries in service w/ally | 15 years <sup>8</sup> |

<sup>3</sup> Sensus will repair or replace non-performing:

- iPERL System Batteries, and/or the iPERL System flowtube, the flow sensing and data processing assemblies, and the register ("iPERL System Components") with hourly reads,
- SmartPoint 510M/520M/515M/512M-PLS Modules (configured to the factory setting of six transmissions per day under normal system operation of up to one demand read to each SmartPoint Module per month and up to five firmware downloads during the life of the product) and batteries, unless the SmartPoint 510M/520M Module is ever paired with an ally Meter, which event immediately amends the warranty terms to those described in Section 11;

at no cost for the first fifteen (15) years from the date of Sensus shipment, and for the remaining five (5) years at a prorated percentage, applied towards the published list price in effect for the year the product is accepted by Sensus under the warranty conditions according to the following schedule:

| Years  | Replacement Price |
|--------|-------------------|
| 1 – 15 | 0%                |
| 16     | 30%               |
| 17     | 40%               |
| 18     | 50%               |
| 19     | 60%               |
| 20     | 70%               |
| >20    | 100%              |

<sup>4</sup> Sensus will repair or replace non-performing Sensus Electronic Register+ with hourly reads for the first ten (10) years from the date of Sensus shipment, and for the remaining ten (10) years, at a prorated percentage, applied towards the published list prices in effect for the year the product is accepted by Sensus under warranty conditions according to the following schedule:

| Years  | Replacement Price | Years | Replacement Price |
|--------|-------------------|-------|-------------------|
| 1 – 10 | 0%                | 16    | 55%               |
| 11     | 30%               | 17    | 60%               |
| 12     | 35%               | 18    | 65%               |
| 13     | 40%               | 19    | 70%               |
| 14     | 45%               | 20    | 75%               |
| 15     | 50%               | >20   | 100%              |

<sup>5</sup> Sensus<sup>®</sup> Smart Gateway Sensor Interface warranty valid only for analog Meter Sample Rates of four times per hour with a Standard Transmit Rate of hourly or greater for the analog channel(s).

<sup>6</sup> If applicable, any SmartPoint 510M/520M Modules ever paired with an ally Meter are warranted with the following limitations:

- When configured to the default installation setting of six transmissions of metrology and pressure per day and one update of temperature per day, the SmartPoint is warranted to perform up to five (5) firmware upgrades for the SmartPoint Module and up to five (5) firmware upgrades for the ally Meter;
  - 2500 Operational Commands, where "Operational Commands" include on demand reads (such as consumption, pressure, temperature), an ally valve command, or a configuration command; and
  - 15 Diagnostic Commands, which includes two-way communications tests and installations
- for the first ten (10) years from Date of Installation at no cost. For the remaining five (5) years, Customer will pay the reduced Replacement Price of the then-current list price in effect at the time the product is accepted for return in accordance with the following schedule:

| Years  | Replacement Price | Years | Replacement Price |
|--------|-------------------|-------|-------------------|
| 1 – 10 | 0%                | 14    | 65%               |
| 11     | 35%               | 15    | 75%               |
| 12     | 45%               | >15   | 100%              |
| 13     | 55%               |       |                   |

<sup>7</sup> Notwithstanding the foregoing, valve and gear motor components of ally Meters are not warranted beyond two thousand (2000) Valve State Operations, even if the warranty period provided herein has not yet expired. As used herein, "Valve State Operations" means adjustments of the Meter to open, close, or reduce flow.

12. **IPERL and ally Connectors and Cables** are warranted to be free from defects in materials and workmanship, under normal use and service, for ten (10) years from the date of Sensus shipment. Nicor or Itron connectors included with a Sensus product are warranted according to the terms for Third-Party Devices in Section 13.

13. **Third-Party Devices** are warranted to be free from defects in materials and workmanship, under normal use and service, for one (1) year from the date of Sensus shipment. As used in this Sensus Limited Warranty, "Third Party Devices" means any product, device, or component part used with a Sensus product that is manufactured or sold by any party that is not Sensus. Failure of a Third Party Device which subsequently causes failure to a Sensus device shall be the responsibility of the manufacturer of the Third Party Device.

14. **Software.** Software supplied and/or licensed by Sensus is supported according to the terms of the applicable software license or usage agreement. Sensus warrants that any network and monitoring services shall be performed in a professional and workmanlike manner.

15. **Return.** Sensus' obligation, and Customer's exclusive remedy, under this Sensus Limited Warranty is, at Sensus' option, to either (i) repair or replace the product, provided the Customer (a) returns the product to the location designated by Sensus within the warranty period; and (b) prepays the freight costs both to and from such location; or (ii) deliver replacement components to the Customer, provided the Customer installs, at its cost, such components in or on the product (as instructed by Sensus), provided, that if Sensus requests, the Customer (a) returns the product to the location designated by Sensus within the warranty period; and (b) prepays the freight costs both to and from such location. In all cases, if Customer does not return the product within the time period designated by Sensus, Sensus will invoice, and Customer will pay within thirty days of the invoice date, for the cost of the replacement product and/or components.

The return of products for warranty claims must follow Sensus' Returned Materials Authorization (RMA) procedures. Water meter returns must include documentation of the Customer's test results. Test results must be obtained according to AWWA standards and must specify the meter serial number. The test results will not be valid if the meter is found to contain foreign materials. If Customer chooses not to test a Sensus water meter prior to returning it to Sensus, Sensus will repair or replace the meter, at Sensus' option, after the meter has been tested by Sensus. The Customer will be charged Sensus' then current testing fee. All product must be returned in accordance with the RMA process. For all returns, Sensus reserves the right to request meter reading records by serial number to validate warranty claims.

For products that have become discontinued or obsolete ("**Obsolete Product**"), Sensus may, at its discretion, replace such Obsolete Product with a different product model ("**New Product**"), provided that the New Product has substantially similar features as the Obsolete Product. The New Product shall be warranted as set forth in this Sensus Limited Warranty.

THIS SECTION 15 SETS FORTH CUSTOMER'S SOLE REMEDY FOR THE FAILURE OF THE PRODUCTS, SERVICES OR LICENSED SOFTWARE TO CONFORM TO THEIR RESPECTIVE WARRANTIES.

16. **Warranty Exceptions and No Implied Warranties.** This Sensus Limited Warranty does not include costs for removal or installation of products, or costs for replacement labor or materials, which are the responsibility of the Customer. The warranties in this Sensus Limited Warranty do not apply to and Sensus has no liability for goods that have been: installed improperly or in non-recommended installations; installed to a socket that is not functional, or is not in safe operating condition, or is damaged, or is in need of repair; tampered with; modified or repaired with parts or assemblies not certified in writing by Sensus, including without limitation, communication parts and assemblies; improperly modified or repaired (including as a result of modifications required by Sensus); converted; altered; damaged; read by equipment not approved by Sensus; for water meters, used with substances other than water, used with non-potable water, or used with water that contains dirt, debris, deposits, or other impurities; subjected to misuse, improper storage, improper care, improper maintenance, or improper periodic testing (collectively, "**Exceptions**"). If Sensus identifies any Exceptions during examination, troubleshooting or performing any type of support on behalf of Customer, then Customer shall pay for and/or reimburse Sensus for all expenses incurred by Sensus in examining, troubleshooting, performing support activities, repairing or replacing any Equipment that satisfies any of the Exceptions defined above. The above warranties do not apply in the event of Force Majeure, as defined in the Terms of Sale.

THE WARRANTIES SET FORTH IN THIS SENSUS LIMITED WARRANTY ARE THE ONLY WARRANTIES GIVEN WITH RESPECT TO THE GOODS, SOFTWARE, SOFTWARE LICENSES AND SERVICES SOLD OR OTHERWISE PROVIDED BY SENSUS. SENSUS EXPRESSLY DISCLAIMS ANY AND ALL OTHER REPRESENTATIONS, WARRANTIES, CONDITIONS, EXPRESSED, IMPLIED, STATUTORY OR OTHERWISE, REGARDING ANY MATTER IN CONNECTION WITH THIS SENSUS LIMITED WARRANTY OR WITH THE TERMS OF SALE, INCLUDING WITHOUT LIMITATION, WARRANTIES AS TO FITNESS FOR A PARTICULAR PURPOSE, MERCHANTABILITY, NON-INFRINGEMENT AND TITLE.


SENSUS ASSUMES NO LIABILITY FOR COSTS OR EXPENSES ASSOCIATED WITH LOST REVENUE OR WITH THE REMOVAL OR INSTALLATION OF EQUIPMENT. THE FOREGOING REMEDIES ARE CUSTOMER'S SOLE AND EXCLUSIVE REMEDIES FOR THE FAILURE OF EQUIPMENT, LICENSED SOFTWARE OR SOFTWARE SERVICES, AND OTHER SERVICES TO CONFORM TO THEIR RESPECTIVE WARRANTIES.

17. **Limitation of Liability.** SENSUS' AGGREGATE LIABILITY IN ANY AND ALL CAUSES OF ACTION ARISING UNDER, OUT OF OR IN RELATION TO THIS AGREEMENT, ITS NEGOTIATION, PERFORMANCE, BREACH OR TERMINATION

(COLLECTIVELY "**CAUSES OF ACTION**") SHALL NOT EXCEED THE TOTAL AMOUNT PAID BY CUSTOMER TO SENSUS UNDER THIS AGREEMENT. THIS IS SO WHETHER THE CAUSES OF ACTION ARE IN TORT, INCLUDING, WITHOUT LIMITATION, NEGLIGENCE OR STRICT LIABILITY, IN CONTRACT, UNDER STATUTE OR OTHERWISE.

AS A SEPARATE AND INDEPENDENT LIMITATION ON LIABILITY, SENSUS' LIABILITY SHALL BE LIMITED TO DIRECT DAMAGES. SENSUS SHALL NOT BE LIABLE FOR: (I) ANY INDIRECT, INCIDENTAL, SPECIAL OR CONSEQUENTIAL DAMAGES; NOR (II) ANY REVENUE OR PROFITS LOST BY CUSTOMER OR ITS AFFILIATES FROM ANY END USER(S), IRRESPECTIVE OF WHETHER SUCH LOST REVENUE OR PROFITS IS CATEGORIZED AS DIRECT DAMAGES OR OTHERWISE; NOR (III) ANY IN/OUT COSTS; NOR (IV) MANUAL METER READ COSTS AND EXPENSES; NOR (V) DAMAGES ARISING FROM MAINCASE OR BOTTOM PLATE BREAKAGE CAUSED BY FREEZING TEMPERATURES, WATER HAMMER CONDITIONS, OR EXCESSIVE WATER PRESSURE. "**IN/OUT COSTS**" MEANS ANY COSTS AND EXPENSES INCURRED BY CUSTOMER IN TRANSPORTING GOODS BETWEEN ITS WAREHOUSE AND ITS END USER'S PREMISES AND ANY COSTS AND EXPENSES INCURRED BY CUSTOMER IN INSTALLING, UNINSTALLING AND REMOVING GOODS. "**END USER**" MEANS ANY END USER OF ELECTRICITY/WATER/GAS THAT PAYS CUSTOMER FOR THE CONSUMPTION OF ELECTRICITY/WATER/GAS, AS APPLICABLE.

The limitations on liability set forth in this Agreement are fundamental inducements to Sensus entering into this Agreement. They apply unconditionally and in all respects. They are to be interpreted broadly so as to give Sensus the maximum protection permitted under law.

|   |   |   |
|---|---|---|
|  | <b>City of Glendale</b><br><b>Solicitation Number: IFB 21-41 / 42100040</b><br><b>WATER METERS</b><br><b>EXHIBITS PACKAGE</b> | <b>CITY OF GLENDALE</b><br><b>Procurement Division</b><br><b>5850 West Glendale</b><br><b>Avenue, Suite 317</b><br><b>Glendale, Arizona 85301</b> |
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**EXHIBIT 1: SPECIAL NOTICES**

**1. RETURN OF BID. The Bidder shall submit their Bid Response electronically in Vendor Self Service (VSS).**

Bidder is required to register in VSS prior to submitting a bid if they have not already registered.  
<https://glendaleazvendors.munisselfservice.com/Vendors/default.aspx>.

Guide to Register as a new vendor:

<https://www.glendaleaz.com/common/pages/DisplayFile.aspx?itemId=16718352>

- a. The Bidder shall complete all sections of the solicitation in the format given and, in the spaces, provided. Bids that do not conform to the above format may be rejected.
- b. The Bidder shall bear all costs associated with submitting the Bid, including bid preparation, site visitation or any travel connected with submission of the bid. The City shall have no liability whatsoever for such costs.

**2. PRE-BID CONFERENCE & SITE VISITS**

There will be no Pre-Bid Conference for this solicitation.

**3. PREPARATION OF BID PACKAGE The following items shall be completed and returned. Failure to include all the items may result in a bid being rejected. Bid packages shall be submitted in the following order:**


- 3.1 OFFER SHEET
- 3.2 BID SHEET
- 3.3 ADDENDUM, Return all addenda (if applicable).

**4. EVALUATION CRITERIA Invitation for Bids (IFB) are awarded to the lowest, responsible and responsive bidder whose bid conforms in all material respect to the requirements and criteria set forth in the Invitation for Bids.**

**5. TYPE OF AWARD The City reserves the right to make multiple awards or to award by group of line items, or to make an aggregate award, whichever is deemed most advantageous to the City. If the City determines that an aggregate award to one bidder is not in the City's best interest, "all or none" bids shall be rejected.**

**6. BRAND NAME OR EQUAL Specification which uses a brand name, manufacturer's name or product number is used for the purpose of designating the standard of quality, performance, and characteristics needed to meet City requirements and is not intended to limit or restrict competition. Products substantially equivalent to those designated may be considered for award.**

**7. ESTIMATED QUANTITIES Quantities listed in this solicitation are the City's best estimate. The City may order some, all, more, or none of the individual quantities. The City's actual requirements during the period of this agreement shall be determined by the actual needs and availability of appropriated funds.**

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8. **PROPRIETARY INFORMATION** Bidders shall clearly mark any proprietary information contained in its bid with the words "Proprietary Information." Bidder shall not mark any Solicitation Form as proprietary. Pricing data shall not be considered proprietary. Marking all, or nearly all, of a bid as proprietary may result in rejection of the bid.

Bidders acknowledge that the City is required by law to make certain records available for public inspection. In the event that the City receives a request for disclosure of Proprietary Information by any person, court, agency or administrative body, or otherwise has a reasonable belief that it is obligated to disclose the Proprietary Information to any such person or authority, the City will provide Bidder with prompt written notice so that Bidder may seek a protective order or other appropriate remedy. The Bidder, by submission of materials marked Proprietary Information, acknowledges and agrees that the City will have no obligation to advocate for non-disclosure in any forum or any liability to the Bidder in the event that the City must legally disclose the Proprietary Information.


9. **NO CONTACT, NO INFLUENCE DURING THE IFB PROCESS** The City is conducting a competitive IFB process for the contract, free from improper influence or lobbying. There shall be no contact concerning this IFB from Bidders submitting a bid with any member of the City Council, Evaluation Committee Members, or anyone connected with the process for or on behalf of the City. Contact includes direct or indirect contact by the Bidder, its employees, attorneys, lobbyists, surrogates, etc. in an attempt to influence the IFB process.

From the time the IFB is issued until the expiration of the protest period or the resolution of any protest, whichever is later (the "Black-Out Period"), Bidders, directly or indirectly through others, are restricted from attempting to influence in any manner the decision making process through, including but not limited to, the use of paid media; contacting or lobbying the City Council or City Manager or any other City employee (other than Material Management employees); the use of any media for the purpose of influencing the outcome; or in any other way that could be construed to influence any part of the decision-making process about this IFB. This provision shall not prohibit a Bidder from petitioning an elected official or engaging in any other protected first amendment activity after the protest period has run or any protest has been resolved, whichever is later.

Violation of this provision will cause the bid of the Bidder to be found in violation and to be rejected.


10. **CONFLICT ON INTEREST** The bidder shall disclose any and all possible conflicts of interest if any senior or managing personnel of the Contractor have a potentially conflicting business or personal relationships with any City employees that have or may have a role in the selection or management of the services or goods being solicited. Providing such disclosure will not necessarily disqualify a Contractor from providing a proposal or bid. Failure to disclose a potential conflict of interest may result in rejection of the proposal or bid or termination or a resultant contract.

11. **INQUIRIES** Any question related to this solicitation shall be directed to the Contract Analyst whose name appears above. Any Bidder shall not contact or ask questions of the department for whom the requirement is being procured. The Contract Analyst may require any and all questions be submitted in writing. Bidders are encouraged to submit written questions via

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electronic mail or facsimile, at least FIVE days prior to the bid due date. Any correspondence related to a solicitation should refer to the appropriate solicitation number, page and paragraph number. An envelope containing questions should be identified as such; otherwise it may not be opened until after the official Bid due date and time. Oral interpretations or clarifications will be without legal effect. Only questions answered by a formal written amendment to the solicitation will be binding.

12. **SPECIAL TERMS AND CONDITIONS** Additional terms and conditions specific to the provision of the product/services referenced will be negotiated with the successful bidder for inclusion in the contract.
  
13. **PUBLIC RECORD REQUIREMENTS** Bidder acknowledges that the City is a public agency and must comply with all Public Records laws and bids submitted become the property of the City and are subject to public disclosure requirements in accordance with Arizona Public Records Law. Any portion of the bid that the bidder deems confidential or proprietary must be clearly labeled as such. Labeling material does not automatically preclude the material from public disclosure, as the City is required to make an appropriate determination as to the confidentiality of the material in accordance with Arizona Public Records Law. It is the bidder's sole responsibility and cost to take action, including legal actions, to protect such material. Price is not confidential and will not be withheld.
  
14. **PERMITS AND LICENSES** It is the bidder's sole responsibility to determine and secure any and all licenses and permits the contractor needs to operate the facility, from any regulatory body having jurisdiction related to the services being provided. Such costs are the exclusive responsibility of the operator, operator must also ensure appropriate licensing of any sub-contractors, operator shall notify the City in writing within two (2) working days of any suspension, revocation or renewal.
  
15. **NO COLLUSION OR ANTI-COMPETITIVE PRACTICES** The submission of the bid did not involve collusion, and without any agreement, understanding or planned common course of action with, any other vendor of materials, supplies, equipment or services described in the invitation to bid, designed to limit independent bidding or competition or other anti-competitive practices.
  
16. **NON-DISCRIMINATION** By submitting this Bid, Contractor agrees not to discriminate against any employee or applicant for employment on the basis of race, color, religion, sex, national origin, age, marital status, sexual orientation, gender identity or expression, genetic characteristics, familial status, U.S. military veteran status or any disability. Contractor will require any Sub-contractor to be bound to the same requirements as stated within this section. Contractor, and on behalf of any subcontractors, warrants compliance with this section.
  
17. **NO CONSIDERATIONS** The Contractor has not given, offered to give, nor intends to give at any time hereafter, any economic opportunity, future employment, gift, loan, gratuity, special discount, trip, favor, meal or service to a public servant in connection with the submitted bid.

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18. **AUTHORIZED AGENT** The individual signing the submittal is an authorized agent and has the authority to bind the bidder to the bid and subsequent contract if awarded.
19. **KEY PERSONNEL** If awarded, bidder shall assign a specific individual as the key point of contact for the management of the contract, subject to specific notification requirements to be included in the final contract.
20. **SITE INSPECTION** It is the responsibility of the bidder to become familiar with any conditions which may affect the performance and cost of providing the service and this submission will serve as evidence that the bidder did, in fact, make a site inspection and is aware of all conditions.
21. **ADDITIONAL INFORMATION** The City reserves the right to secure additional information from any bidder as it deems necessary to establish the competence and financial stability of any bidder submitting a bid.
22. **PRIOR EXPERIENCE** Experiences with the City and entities that evaluation committee members represent and that are not specifically mentioned in the solicitation response may be taken into consideration when evaluating bids.
23. **EVALUATION LITERATURE**  
Bids submitted for products considered by the seller to be equal to or better than the brand names or manufacturer's catalog references specified herein, must be submitted with technical literature and/or detailed product brochures with written statements if the literature or brochure is not specific as to the specification for the City's use to evaluate the product(s) offered. Bids submitted without this product information may be considered as non-responsive and rejected.
24. **WITHDRAWAL OF BID** At any time prior to the specified solicitation due date and time, a bidder may formally withdraw the bid through the Vendor Self Service System, a written letter, or electronic mail from the bidder or a designated representative. Telephonic or oral withdrawals shall not be considered.
25. **WARRANTIES** Contractor warrants that all materials, service, or construction delivered under this contract shall conform to the specifications of this contract. Any defects of design, workmanship, or materials, that would result in non-compliance with the contract specification, shall be fully corrected by the Contractor (including labor and materials) without additional cost to the City.
26. **NOTICE OF INTENT TO AWARD AND PROTEST PERIOD** Information about the recommended award for this solicitation will be posted on the Internet. The information will be available for review on the City's Procurement Internet home page [www.glendaleaz.com/noi](http://www.glendaleaz.com/noi) immediately after the City has completed its evaluation process of the Bids received. If you have any questions, or would like further information about an intended award, contact the contract analyst immediately. Any protest must be submitted to the Materials Manager no later than seven (7) calendar days from the date of posting on the Internet.

Please go to: [www.glendaleaz.com/procurementpolicies](http://www.glendaleaz.com/procurementpolicies) for information and instructions on how to file a protest with the City of Glendale.

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**27. EMERGENCY BUSINESS SERVICES** During a natural disaster, or homeland security event, there may be a need for the City to access your business for products or services twenty-four (24) hours a day, seven (7) days a week, three hundred sixty-five (365) days a year. The need could be for a pick up or a delivery.

For this purpose, a primary and secondary emergency contact name and phone number are required from the Contractor. It is critical to the City that the contractor's emergency contact information remains current. The Procurement staff member, identified on page 1, is to be contacted by E-mail with any change to a contact name or phone number.

All products or services provided to meet an emergency phone request are to be supplied as per the contract prices, terms and conditions. In general, the order will be placed using a City Procurement Card.

**28. CONTRACT CANCELTION** The City reserves the right to cancel the whole or any part of the contract due to failure of the Contractor to carry out any term, promise, or condition of the contract. The City will issue a written ten (10) day notice of default to the Contractor for acting or failing to act as in any of the following:


- a. The Contractor provides personnel that do not meet the requirements of the contract.
- b. The Contractor fails to perform adequately the services required in the contract.
- c. The Contractor attempts to impose on the City, personnel, which are of an unacceptable quality.
- d. The Contractor fails to furnish or finish the required product and/or service within the time stipulated in the contract.
- e. The Contractor fails to make progress in the performance of the requirements of the contract and/or gives the City a positive indication that the Contractor will not or cannot perform to the requirements of the contract.

If the Contractor does not correct the above problem(s) within ten (10) days after receiving the notice of default, the City may resort to any single or combination of the following remedies:


- a. Cancel the contract;
- b. Reserve all rights or claims to damage for breach of any covenants of the contract;
- c. Perform any test or analysis on materials for compliance with the specifications of the contract. If the results of any test or analysis find a material non-compliant with the specifications, the actual expense of testing shall be borne by the Contractor;
- d. In case of default, the City reserves the right to purchase materials or to complete the required work in accordance with the City Procurement Code. The City may recover any actual excess costs from the contractor by:
  1. Deduction from an unpaid balance;
  2. Any combination of the above or any other remedies as provided by law.

**29. OFFICIAL TIME CLOCK** The official time clock used to verify the date and time a bid is received is located at the City of Glendale, Procurement office. A bid is considered to be in the actual possession of Procurement upon submission in VSS before the official due date and time.

**30. DEFINITIONS** For purposes of this Invitation for Bids and resultant contract, the following definitions apply:

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- a. "**Bid**" means a written offer to furnish goods, services, work, materials and/or construction to the City, in conformity with the standards, specifications, delivery terms and conditions, and all other requirements established in a competitive solicitation.
- b. "**Bidder**" means the business, entity or person who submits a bid in response to a competitive solicitation.
- c. "**City**" means the municipal corporation of the City of Glendale, Arizona
- d. "**Contract**" means the agreement for the procurement of goods, services and work.
- e. "**Contractor**" means a bidder responding to an Invitation for Bids who has been awarded a Contract with the City.
- f. "**Invitation for Bids**" means a competitive solicitation issued by the City for the procurement of goods, services, work, materials and/or construction.
- g. "**Public Record**" means bids and all other documents submitted in response to this solicitation shall become the property of the City and shall be a matter of public record available for review following the Contract award.
- h. "**Purchase Order**" means a document issued by the City Procurement Office directing the Contractor to deliver goods, services, work, materials and/or construction.


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**EXHIBIT 2: SPECIAL TERMS AND CONDITIONS**


By signing on the Offer/Bid page, solicitation Amendment(s), or cover letter accompanying the submittal documents, Bidders are certifying that they understand the following notices and agree to comply with all required terms and conditions. The following terms are found on the City's Website and are applicable to Invitation for Bids:

[https://www.glendaleaz.com/your\\_government/city\\_finances/procurement/procurement\\_policies](https://www.glendaleaz.com/your_government/city_finances/procurement/procurement_policies)  
 Standard Terms and Conditions, Invitation for Bid – Revised 04-24-2009


1. **TYPE OF AWARDS** The City reserves the right to make multiple awards or to award by individual line items, by group of line items, or to make an aggregate award, whichever is deemed most advantageous to the City. If the City determines that an aggregate award to one bidder is not in the City's best interest, "all or none" bids shall be rejected.
2. **ALTERNATE OFFERS** Bids submitted as alternates, or on the basis of exceptions to specific conditions of purchase and/or required specifications, must be submitted as an attachment referencing the specific paragraph number(s) and adequately defining the alternate or exception submitted. Detailed product brochures and/or technical literature, suitable for evaluation, must be submitted with the bid. If no exceptions are taken, City will expect and require complete compliance with the specifications and all Conditions of Purchase.
3. **EFFECTIVE PERIOD OF OFFER** Bids shall be valid for a minimum of 120 days following the deadline for submitting bids. If an award is not made during that period, all bids shall be automatically extended for another 120 days. Bids will be automatically renewed until such time as either an award is made, or proper Notice is given to the Procurement Officer of bidder's intent to withdraw its bid. Bids may only be withdrawn by submitting Notice at least 15 days before the expiration of the then current 120-day period.
4. **PAYMENT TERMS** If payment terms are not indicated, terms of NET 30 days shall be applied by the City. Payment terms to apply after receipt of invoice or final acceptance of the products/services, whichever is later. Payment terms offering less than 20 days for payment will not be considered.
5. **UNIT PRICE TO PREVAIL** In the event of a price disparity between the unit and extended price, the unit price shall prevail unless judged obviously in error by the City.
6. **OFFER ERRORS OMISSIONS AND CORRECTIONS** The City will not be responsible for any bidder errors or omissions. No corrections will be permitted after the bids have been opened.
7. **BRAND NAME REFERENCES AND TECHNICAL SPECIFICATIONS** Brand names or manufacturer's references shall be construed as a quality or performance level and does not indicate the item cited is mandatory. Technical specifications define the acceptable standard.
8. **RESTRICTIVE OFFER PROVISIONS** If specifications preclude an otherwise qualified bidder from submitting a bid, a written request for modification must be received by the Buyer at least seven (7) calendar days prior to the bid due date. All bidders will be notified by a written addendum to the solicitation of any approved changes.

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9. **DEFAULT** In case of default by the contractor, the City may, by written notice, cancel this contract and repurchase from another source and may recover the excess costs by (1) deduction from an unpaid balance due; (2) collection against the bid and/or performance bond; or (3) a combination of the aforementioned remedies or other remedies as provided by law.
10. **TERMINATION FOR CONVENIENCE** The City reserves the right to terminate any order or contract upon thirty days written notice. The City will be responsible only for those standard items which have been delivered and accepted. If the items are unique and not saleable or useable for any other application, the City will reimburse the Seller for actual labor, material, and burden costs, plus a profit not to exceed 8%. Title to all materials, work-in-process, and completed but undelivered goods will pass to the City after costs are claimed and allowed.
11. **SUB-CONTRACTING** The contract or any portion thereof, shall not be sub-contracted without the prior written approval of the Materials Manager. No such approval will be construed as making the City a party of or to such sub-contract, or subjecting the City to liability of any kind to any sub-contractor. No sub-contract shall, under any circumstances, relieve the contractor of liability and obligation under this contract; and despite any such subletting the City shall deal through the contractor. Sub-contractors will be dealt with as workmen and representatives of the contractor.
12. **SAFETY DATA SHEETS (SDS).** Contractor is to supply SDS in accordance with Federal requirements for The Globally Harmonized System of Classification and Labeling of Chemicals (GHS). Contractor entering the City workplace with hazardous materials will supply the City with SDS covering those particular products the contractor may expose City employees or the general public to while working at the site.
13. **GENERAL INDEMNIFICATION:** Contractor shall indemnify, defend, save and hold harmless the City of Glendale and its officers, officials, agents, and employees (hereinafter referred to as "Indemnitee") from and against any and all claims, actions, liabilities, damages, losses, or expenses (including court costs, attorneys' fees, and costs of claim processing, investigation and litigation) (hereinafter referred to as "Claims") for bodily injury or personal injury (including death), or loss or damage to tangible or intangible property caused, or alleged to be caused, in whole or in part, by the negligent or willful acts or omissions of Contractor or any of its owners, officers, directors, agents, employees or subcontractors. This indemnity includes any claim or amount arising out of or recovered under the Workers' Compensation Law or arising out of the failure of such Contractor to conform to any Federal, State or local law, statute, ordinance, rule, regulation or court decree. It is the specific intention of the parties that the Indemnitee shall, in all instances, except for Claims arising solely from the negligent or willful acts or omissions of the Indemnitee, be indemnified by Contractor from and against any and all claims. It is agreed that Contractor will be responsible for primary loss investigation, defense and judgment costs where this indemnification is applicable. In consideration of the award of this contract, the Contractor agrees to waive all rights of subrogation against the City, its officers, officials, agents, and employees for losses arising from the work performed by the Contractor for the City.
14. **RESPONSIBILITY FOR COMPLIANCE WITH LEGAL REQUIREMENTS** The bidder's products, services, and facilities shall be in full compliance with all applicable Federal, State, and local health, environmental, and safety laws, regulations, standards, and ordinances, regardless of whether or not they are referred to by the City.


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- 15. RESPONSIBILITY FOR CORRECTION** It is agreed that the bidder shall be fully responsible for making any correction, replacement, or modification necessary for specification or legal compliance. In the event of a call back, Bidder agrees to give the City first priority. Bidder agrees that if the product or service offered does not comply with the written specification, the Materials Manager has the right to cancel the sale at any time with full refund within thirty (30) calendar days after notice of noncompliance and bidder further agrees to be fully responsible for any consequential damages suffered by the City.
- 16. WARRANTY** Unless otherwise specified, all items shall be guaranteed for a minimum period of one year against defects in material and workmanship. During the period, if a defect should occur, that item shall be repaired or replaced by the Seller at no obligation to the City, except where it be shown that the defect was caused by misuse and not by faulty manufacture. The bidder expressly warrants all items to be new, free from defects in design, materials, and workmanship, and to be fit and sufficient for their intended purpose. Any sample submitted shall create an expressed warranty that the whole of the goods shall conform to the sample or model.
- 17. REJECTION OF OFFERS** The City reserves the right to reject any or all bids, or any part thereof; to accept any bid or any part thereof; or to waive any informalities when it is deemed to be in the City's best interest.
- 18. DELAY IN EXERCISING CONTRACT REMEDY** Failure or delay by the City to exercise any right, power, or privilege shall not be deemed a waiver thereof.
- 19. TAX EXEMPTION** The City is exempt from paying Federal Excise Taxes and will furnish an exemption certificate upon request.
- 20. ORDER OF PRECEDENCE** In the event of conflict, the following precedence shall prevail: (1) Special Terms and Conditions incorporated by attachment; (2) Special Terms and Conditions; (3) Drawings and Specifications; (4) referenced documents; and (5) the Standard Terms and Conditions.
- 21. CHANGES** The City reserves the right to make changes in any of the following: (a) specifications; (b) methods of shipment; (c) place of delivery; (d) time of delivery; (e) 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 deemed waived unless asserted in writing within thirty days from receipt of the change. Price increases or extensions of delivery time shall not be binding on the City unless in writing and approved by the Materials Manager prior to the institution of the change.
- 22. PRICE ADJUSTMENTS** Price adjustments shall be addressed a minimum of sixty (60) days prior to the contract renewal date, shall be in writing and include supportive justification for the proposed increase. Supportive justification means that the request shall include detailed information and calculations that make it clear how the claimed increase has an impact on the contract unit prices. The requested price increase must be based upon a cost increase that was clearly unpredictable at the time of the bid and can be shown to directly affect price of the item concerned. The rate increase shall only be considered at time of contract extension. The City will review the request and shall determine if the increase shall be granted or if an alternate option is


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in the best interest of the City. The price increase adjustment, if approved, will be effective and executed via a contract amendment.

23. **LATE SUBMISSION OF CLAIM** The City will not honor any invoices or claims which are tendered one year after the last item of the account accrued.
24. **PROTEST OF AWARD** Any person who has an objection to the awarding of a solicitation by the City, pursuant to competitive bidding procedures, shall lodge that protest, in writing, with the Materials Manager. The protest should specifically identify the objection to the award, pursuant to the formal purchase procedure. The protest must be submitted no later than seven (7) calendar days after the notice of intent to award is posted on the City's Materials Management, Internet home page at [www.glendaleaz.com/purchasing](http://www.glendaleaz.com/purchasing). Untimely protests will not be considered.
25. **REMEDIES** City shall have, in addition to the remedies provided herein, all remedies afforded by the Uniform Commercial Code as adopted by the State of Arizona. Contractor shall have, subject to the limitation imposed by the terms of this agreement, all remedies afforded by the Uniform Commercial Code as adopted by the State of Arizona.
26. **ASSIGNMENT** Neither an order nor monies due thereunder shall be assigned in whole or in part without the City's prior written consent.
27. **ADDENDA** Any change to the bid will be in the form of a numbered addendum issued by the Procurement Division. The addendum will be furnished to all who received the bid. The City will not be responsible for any oral or written instructions made by any employees, officers, contracted consultant or agent of the City in regard to the bid. The City will not be responsible for bidders adjusting their bid based on oral or written instructions.
28. **SPECIAL ACCOMMODATIONS** Please contact Procurement at 930-2862 at least 3 days prior to the meeting for special accommodation. Hearing impaired persons, please use the Arizona Relay Service (1-800-367-8939).
29. **OFFER IDENTIFICATION** The City is not responsible for the pre-opening of, post-opening of, or the failure to open, a bid not properly addressed or identified.
30. **BID TABULATION** An electronic copy of the bid tabulation may be requested by e-mailing the Procurement office at [materialsmanagement@glendaleaz.com](mailto:materialsmanagement@glendaleaz.com) and referencing the bid title and number. The information will be available for distribution when the City has completed its evaluation process of the bids received.
31. **LIABILITY** Except for the sole negligence of the City, its officers, managers, employees, or agents, Contractor shall be liable to the City for any physical damage to City property or for the death of, or personal injury to, City personnel arising out of Contractor's occupancy, maintenance, repair, replacement, installation and/or any other work performed pursuant to the contract. Contractor agrees to indemnify, defend and hold the City harmless from any claim or loss arising from such damage or injury.

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- 32. OSHA GUIDELINES** The contractor shall be familiar with and operate within the guidelines set forth by the Occupational Safety and Health Act.
- 33. PATENTS** Seller agrees to defend City at seller's own expense, in all suit, actions, or proceedings in which City is made a defendant for actual or alleged infringement of any United States of America or foreign letters patent resulting from City's use of the goods purchased as a result of this bid. Seller further agrees to pay and discharge any and all judgments or decrees, which may be rendered in any such suit, action or proceedings against City. Seller agrees to indemnify and hold harmless the City from any and all license, royalty and proprietary fees or costs, including legal costs, which may arise out of City's purchase and use of goods supplied by the seller. It is expressly agreed by seller, that these covenants are irrevocable and perpetual.
- 34. VENDOR PERFORMANCE** Prior bidder performance in regard to product, service, or representation of/from the bidder may be used in evaluation of this bid. Unsatisfactory performance to the City may be considered sufficient grounds for rejection of this bid. No bid will be awarded to any bidder who is in default on any contract with the City.
- 35. FUND APPROPRIATION CONTINGENCY** The contractor and the City recognize that the continuation of any contract after the close of any given fiscal year of the City; which ends on June 30, shall be subject to the approval of the budget of the City providing the contract item is an expenditure therein. The City does not guarantee that the budget item will be actually adopted, as it is the determination of the City Council at the time of the adoption of the budget.
- 36. NOTIFICATION OF AWARD** The successful bidder(s) will be notified that their bid has been accepted by the City Council as recommended for award.
- 37. NON-EXCLUSIVITY** The City, in its sole discretion, reserves the right to request the materials or services set forth herein from other sources when deemed necessary and appropriate. No exclusive rights are included in this Agreement.
- 38. COOPERATIVE USE OF CONTRACT** This agreement may be extended for use by other governmental agencies and political subdivisions of the State. Any such usage by other entities must be in accord with the ordinances, charter, rules and regulations of the respective entity and the approval of the Contractor and City. For a list of SAVE members, click on the following link: <http://www.mesaaz.gov/business/purchasing/save>
- 39. PROHIBITIONS** - Contractor, and on behalf any subcontractor, certifies, to the extent applicable under A.R.S. §§ 35-391 *et seq* and 35-393 *et seq*, that neither has "scrutinized" business operations, as defined in the proceeding statutes, in the countries of Sudan or Iran.
- 40. IMMIGRATION LAW COMPLIANCE** Contractor, and on behalf any subcontractor, warrants, to the extent applicable under A.R.S. § 41-4401, compliance with all federal immigration laws and regulations that relate to their employees as well as compliance with A.R.S. § 23-214(A) which requires registration and participation with the E-Verify Program. Any breach of warranty described above is considered a material breach of this Agreement and is subject to penalties up to and including termination of this Agreement. City of Glendale ("City") retains the legal right to inspect the papers of Contractor or subcontractor employee who performs work under this


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Agreement to ensure that Contractor or any subcontractor is compliant with the warranty described above. City may conduct random inspections, and upon request of the City, Contractor shall provide copies of papers and records demonstrating continued compliance with the warranty described above. Contractor agrees to keep papers and records available for inspection by the City during normal business hours and will cooperate with City in exercise of its statutory duties and not deny access to its business premises or applicable papers or records for the purposes of enforcement of this Section. Contractor agrees to incorporate into any subcontracts under this Agreement the same obligations imposed upon itself and expressly accrue those obligations directly to the benefit of the City. Contractor also agrees to require any subcontractor to incorporate into each of its own subcontracts under this Agreement the same obligations above and expressly accrue those obligations to the benefit of the City. Contractor's warranty and obligations under this Section I to the City is continuing throughout the term of this Agreement or until such time as the City determines, in its sole discretion, that Arizona law has been modified in that compliance with this section is no longer a requirement. The "E-Verify Program" above means the employment verification program administered by the United States Department of Homeland Security, the Social Security Administration, or any successor program.


- 41. CONTRACT ADMINISTRATOR** The staff member identified as the Contract Administrator for a solicitation serves as the liaison between Materials Management, the city and the successful contractor. The Contract Administrator manages the contract, overseeing the daily operations, scheduling, performance and compliance of the agreement by all parties. The Contract Administrator is responsible for:
- a. Establishing and maintaining records and documentation
  - b. Monitoring the contractor's performance
  - c. Handling issues and disputes
  - d. Exercising extension options
  - e. Initiating contract modifications
  - f. Initiating rebids or new solicitations

**42. FORCE MAJEURE**

- a. Except for payment of sums due, neither party shall be liable to the other nor deemed in default under this contract if and to the extent that such party's performance of this Contract is prevented by reason of force majeure. The term "force majeure" means an occurrence that is beyond the control of the part affected and occurs without its fault or negligence. Without limiting the foregoing, force majeure includes acts of God; acts of the public enemy; war; riots; strikes; mobilization; labor disputes; civil disorders, fire; flood; lockouts; injunctions-interventions-acts; or failures or refusals to act by government authority; and other similar occurrences beyond the control of the party declaring force majeure which such party is unable to prevent by exercising reasonable diligence.
- b. Force majeure shall not include the following circumstances:
  1. Late delivery of equipment or materials caused by congestion at a manufacturer's plant or elsewhere, or an oversold condition of the market.
  2. Late performance by a subcontractor unless the delay arises out of a force majeure occurrence in accordance with this force majeure term and condition; or

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3. Inability of either the Contractor or any subcontractor to acquire or maintain any required insurance, bonds, licenses or permits.

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**EXHIBIT 3: INSURANCE, BOND AND INDEMNIFICATION (If applicable)**

- 1) **INSURANCE, BOND AND INDEMNIFICATION** (If applicable) The Contractor, performing as an independent Contractor hereunder, shall be fully responsible for providing Workers' Compensation or other applicable insurance coverage for itself and its employees and the City shall have no responsibility of liability for such insurance coverage.

Contractor shall provide to the City a copy of the policy or a certificate by the insurance carrier, showing the Contractor to have in effect during the term of this contract, a General Liability Insurance policy, which shall be the primary coverage for Contractor activities under this contract. The coverage limits of such insurance shall not be less than those listed below.

The insurance company issuing the policy required above shall have an AM Best financial rating of "A-" or better and be authorized by the State of Arizona Department of Insurance to transact business within the State. The certificate and policy shall name the City as an additional insured and shall be primary and non-contributory coverage. The City shall also be an additional insured to the full limits of the liability insurance purchased by the Consultant even if those limits are in excess of those required by this contract.


The City reserves the right to terminate any Contractor agreement if the Contractor fails to maintain such insurance coverage.

Contractor must provide certificate of insurance compliance within ten (10) calendar days after notification of award. Certificate must include: name and address of insurance company; policy number; liability coverage amounts; a statement the policy will not be canceled or failed to be renewed without thirty (30) days written notice to the City. Certificate to be submitted to: Procurement, 5850 West Glendale Avenue, Suite 317, Glendale, Arizona 85301.

| <u>Type of Insurance</u><br>(Minimum) | <u>Limits of Liability</u> |
|---------------------------------------|----------------------------|
| Workers' Compensation                 | Statutory                  |
| Employer's Liability                  |                            |
| Each Accident                         | \$100,000                  |
| Disease-Each Employee                 | \$100,000                  |
| Disease-Policy Limit                  | \$500,000                  |

Commercial General Liability shall cover liability arising from bodily injury, property damage, products-completed operations, personal and advertising injury, independent Contractors, and broad form contractual coverage.

|                          |             |
|--------------------------|-------------|
| Each Occurrence          | \$1,000,000 |
| Personal and Advertising | \$1,000,000 |
| General Aggregate        | \$2,000,000 |

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Products-Completed Operations \$1,000,000

Automobile Liability – Including bodily injury and property damage for any owned, hired and non-owned vehicles used in the performance of the services.

Combined Single Limit (CSL) \$1,000,000

Professional Liability (Errors and Omissions) coverage shall apply to liability for a professional error, act or omission arising out of the scope of services as defined.

Per Claim \$1,000,000  
Policy Aggregate \$2,000,000

- 2) **WORKERS' COMPENSATION** Contractor shall be in full compliance with the provisions of the Arizona Workers' Compensation Law (Title 23, Chapter 6, Arizona Revised Statutes) as amended, and all rules and regulations of the Industrial Commission of Arizona made in pursuance thereof. Contractor shall secure payment of compensation to employees by insuring the payment of such compensation with the State Compensation Fund or any insurance company authorized by the Insurance Department of Arizona to transact business in the State of Arizona.

Contractor further agrees that he shall require any and all subcontractors performing work under the agreement to comply with said Workers' Compensation Law. It is expressly understood and agreed that all persons employed directly or indirectly by the Contractor, or any of his subcontractors, shall be considered the employees of such Contractor, or his subcontractor(s), and not the employees of the City.

**EXHIBIT B**  
**WATER METERS**  
**COMPENSATION**

**METHOD AND AMOUNT OF COMPENSATION**

Method and amount of compensation is based on the Pricing Sheet in IFB 21-41.

**NOT-TO-EXCEED AMOUNT**

The total amount of compensation paid to Contractor for full completion of all work required by the Project during the entire term of the Project must not exceed \$3,500,000.

**DETAILED PROJECT COMPENSATION**

See attached Pricing Sheet.



**SOLICITATION NUMBER: IFB 21-41/ 42100040  
WATER METERS**


**CITY OF GLENDALE  
Procurement Division  
5850 West Glendale Avenue,  
Suite 317  
Glendale, Arizona 85301**

**10. PRICING SHEET**

Contractors are requested to bid in a **quantity of one (1)** unless otherwise indicated. Contractors shall thoroughly complete the Pricing Sheet as requested. The Unit Price shall include, but is not limited to, shipping, labor, equipment, tools, materials, supplies, licenses, fees, insurance, profit, and any other associated direct or indirect costs. **Sales tax shall not be included in the Unit Price.**

**LOT A: WATER METERS**

| <b>LOT A<br/>ITEM<br/>NO.</b> | <b>ESTIMATED<br/>QUANTITY<br/>(A)</b> | <b>UNIT OF<br/>MEASURE</b> | <b>DESCRIPTION</b>  | <b>UNIT PRICE<br/>(B)</b> | <b>EXTENDED<br/>PRICE<br/>(A X B)</b> |
|-------------------------------|---------------------------------------|----------------------------|---|---------------------------|---------------------------------------|
| <b>10.1</b>                   | 500                                   | EACH                       | 5/8" X 3/4" Meter with Direct Read Register<br>Enter Manufacturer & Product Number 5/8x3/4" Sensus SR11, DR | \$Enter cost<br>54.00     | \$Enter cost<br>27,000.00             |
| <b>10.2</b>                   | 50                                    | EACH                       | 1" Meter with Direct Read Register<br>Enter Manufacturer & Product Number 1" Sensus SR11, DR                | \$Enter cost<br>115.00    | \$Enter cost<br>5750.00               |
| <b>10.3</b>                   | 50                                    | EACH                       | 1-1/2" Meter with Direct Read Register<br>Enter Manufacturer & Product Number 1-1/2" Sensus R2              | \$Enter cost<br>285.03    | \$Enter cost<br>14,251.50             |
| <b>10.4</b>                   | 50                                    | EACH                       | 2" Meter with Direct Read Register<br>Enter Manufacturer & Product Number 1-1/2" Sensus R2                  | \$Enter cost<br>405.67    | \$Enter cost<br>20,283.50             |
| <b>Sub-Total (Lot A)</b>      |                                       |                            |   |                           | \$Enter cost<br>67,285.00             |

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**LOT B: WATER METERS**

| LOT B ITEM NO.                         | ESTIMATED QUANTITY (A) | UNIT OF MEASURE | DESCRIPTION   | UNIT PRICE (B)         | EXTENDED PRICE (A X B)     |
|--|------------------------|-----------------|---|------------------------|----------------------------|
| 10.5                                   | 2,000                  | EACH            | 5/8" X 3/4" Meter with Encoded Read Register<br>Enter Manufacturer & Product Number 5/8x3/4" Sensus SR11, ER+ Itron | 85.00<br>\$Enter cost  | 170,000.00<br>\$Enter cost |
| 10.6                                   | 1,000                  | EACH            | 1" Meter with Encoded Read Register<br>Enter Manufacturer & Product Number 1" Sensus SR11, ER+ Itron                | 138.00<br>\$Enter cost | 138,000.00<br>\$Enter cost |
| 10.7                                   | 200                    | EACH            | 1-1/2" Meter with Encoded Read Register<br>Enter Manufacturer & Product Number 1-1/2" Sensus R2, Itron              | 285.03<br>\$Enter cost | 57,006.00<br>\$Enter cost  |
| 10.8                                   | 200                    | EACH            | 2" Meter with Encoded Read Register<br>Enter Manufacturer & Product Number 2" Sensus R2, Itron                      | 405.67<br>\$Enter cost | 81,134.00<br>\$Enter cost  |
| <b>Sub-Total (Lot B)</b>               |                        |                 |   |                        | 446,140.00<br>\$Enter cost |
| <b>Sub-Total (Lot A)</b>               |                        |                 |   |                        | 67,285.00<br>\$Enter cost  |
| <b>Grand Total (Lot A &amp; Lot B)</b> |                        |                 |   |                        | 513,425.00<br>\$Enter cost |

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

Tax %: 8.6

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

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**10.11 OPTIONAL ITEMS** Contractor shall provide pricing for the following parts and accessories:

| ITEM NO. | UNIT OF MEASURE | DESCRIPTION  | UNIT PRICE              |
|----------|-----------------|--|-------------------------|
| 10.11.1  | EACH            | 5/8" x 3/4" Ultra-sonic Meter with Encoded Register<br>5/8x3/4" Sensus iPerl, Itron<br>Enter Manufacturer & Product Number | 100.00<br>\$Enter cost  |
| 10.11.2  | EACH            | 1" Ultra-sonic Meter with Encoded Register<br>1" Sensus iPerl, Itron<br>Enter Manufacturer & Product Number                | 160.84<br>\$Enter cost  |
| 10.11.3  | EACH            | 1-1/2" Ultra-sonic Meter with Encoded Register<br>1-1/2" Sensus HydroVerse, Itron<br>Enter Manufacturer & Product Number   | 2294.12<br>\$Enter cost |
| 10.11.4  | EACH            | 2" Ultra-sonic Meter with Encoded Register<br>2" Sensus HydroVerse, Itron<br>Enter Manufacturer & Product Number           | 2370.59<br>\$Enter cost |
| 10.11.5  | EACH            | Encoded Register for 5/8" x 3/4" Meter<br>5/8x3/4" Sensus ER+, Itron<br>Enter Manufacturer & Product Number                | 52.00<br>\$Enter cost   |
| 10.11.6  | EACH            | Encoded Register for 1" Meter<br>1" Sensus ER+, Itron<br>Enter Manufacturer & Product Number                               | 52.00<br>\$Enter cost   |
| 10.11.7  | EACH            | Fire Hydrant Meter<br>Sensus Omni H2<br>Enter Manufacturer & Product Number  | 1234.94<br>\$Enter cost |

**10.12 Contractor** may submit current catalog or price book for replacement parts and accessories, Contractor shall provide a discount off manufacturer's list price and submit the catalog or price book with the offer.

**Discount off Manufacturer's List Price:** 25 %

**Contractor shall list any additional discounts available**

**Bulk discount available**  Yes  No  
If yes, please provide quantity level: