

CONTRACT COVER SHEET



For Contract Review - please route Contract through Fernando Camacho in Finance, Ext. # 7844.
A contract number will be assigned when it starts the review process.
NOTE: Contract Numbers will not be issued via email or over the telephone.

Please fill out this form completely or it will be returned to you prior to review, approval, or filing in LaserFiche.
If a response is not applicable, please use "N/A" - Do Not Leave Any Blanks.

Date Submitted for Review: 11/24/15

Type (check one):

- Construction Contract Change Order/Modification #NA Drop Down
IGA Development Agreement Amendment #NA Drop Down
Easement Lease/Property Acquisition Other (please specify):

IDENTIFYING INFORMATION: (Please fill in each field)

Requesting Dept., Contact Name, Ext. #:
Ray Diaz, Municipal Services, Ext. 7593
Contractor Name, Address, Tel. No.:
HD Supply Waterworks, LTD
1410 W Harvard Avenue
Gilbert, AZ 85233
Thomas Otto
623-734-6115
thomas.otto@hdsupply.com
Assigned Contract Number: **CON - 16-3378A**

Brief Summary of the Services to be provided:
Water Meters
Terms:
Start: **12/1/2015** Expire: **11/30/216 with option to renew for four (4) one-year periods**
Contract Amount: **\$ 200,000**
Council Date: COAC # N/A
City Clerk's Office Use - Retention Date: 01/02/2023

Link to: _____

REVIEWED AND APPROVED:

- Procurement: [Signature] Date: 11/25/15 Contracts/Procured Services
 Legal: [Signature] Date: 11/30/15 All documents
 City Manager: _____ Date: _____ When required

CONTRACT REVIEW REQUIREMENTS

PROCUREMENT PROCESS - NOTE: IGAs, Easements, Lease/Property Acquisition and Development Agreements do not require Procurement Review. However, they must still be seen by Legal Services. All Contracts must be reviewed and signed off by Procurement or the City Manager & Legal Services prior to going to Council.

Designate what method you used to arrive at this contract and whether the item is budgeted for:

- Less than \$5000 \$5,000 to \$50,000 - 3 written quotes Cooperative Agreement On-Call /Task Order
 Formal Solicitation, Incl. Solicitation Number: **OP- 16-3378**
 Other - please name (e.g., sole source, demo, etc. & attach RAP (Request for Alternate Procurement) approved by Procurement Manager.

Budgeted: Yes No Requires Council Action: Yes No If yes, Council Date: _____ **Attach COAC**

Additional Funding Source? Federal - Identify: _____ State - Identify: _____

Grant/Other - Identify: _____ *Attach all supporting documentation for funding source.

ADDITIONAL COMMENTS? _____

INSURANCE & BONDS (To be completed by Procurement Specialist)

Insurance Certificate: Attached VJ Initial Date: 11/24/15
Bid Bond: Attached _____ Initial Date: _____
Performance Bond: Attached _____ Initial Date: _____
Payment Bond: Attached _____ Initial Date: _____



CITY OF GOODYEAR

Offer and Acceptance
CONTRACT NO. CON-16-3378A

Office of Procurement
190 N. Litchfield Road
P.O. Box 5100
Goodyear, AZ 85338
Phone: 623-882-7845

DESCRIPTION OF SERVICES: Water Meters

OFFER

To the City of Goodyear: The undersigned Contractor hereby offers and agrees to furnish the Services and/or material(s) in compliance with this Contract, as the term Contract is defined in this document.

By signing and submitting this Offer, Contractor certifies and warrants that Contractor: has read, understands and agrees to comply with the Contract as defined here; has no known, undisclosed conflict of interest; has not made an offer of any gift(s), payment(s) or other consideration to any City employee, elected official who has or may have had a role in the procurement process for this Contract; v) pursuant to A.R.S. § 41-4401, Contractor and its subcontractors will comply with all immigration laws and regulations that relate to its employees and A.R.S. § 23-214; and the signatory is an officer or duly authorized agent of the Contractor with full power and authority to submit binding offers for the goods and/or services as specified herein.

Arizona Transaction (Sales): 20056616

Arizona Contractor License Number:

Privilege Tax License # 03-0550887

City of Goodyear Business Registration No.:

For clarification of this offer contact:

Name: Thomas Otto

Telephone: 623.734.6115

E-Mail Address: thomas.otto@hdsupply.com

HD Supply Waterworks, LTD

Company Name

1410 W Harvard Ave

Address

Gilbert, AZ 85233

City State Zip Code

Handwritten signature of Thomas Otto

Authorized Signature for Offer

Thomas Otto

Printed Name

Account Manger 10/02/15

Title Date

ACCEPTANCE OF OFFER AND CONTRACT AWARD (For City of Goodyear Use Only)

Contractor's Offer is hereby accepted and a Contract awarded by the City. Contractor is now bound to provide the materials and/or services as specified in Scope of Work of this Contract. Contractor shall not start any billable work or provide any material/services until the Contractor receives an executed purchase order or written notice to proceed.

N/A
City Manager, City of Goodyear (if applicable)

Attested by:

Handwritten signature of Maureen Scott

Maureen Scott, City Clerk

City Seal



Official File

City of Goodyear, Arizona. Eff. Date: 12/1/15

Awarded on 11/25/15

Approved as to form:

Handwritten signature of Roric Massey

Roric Massey, City Attorney

Handwritten signature of Jadque Behrens

Jadque Behrens, CPPB, Procurement Manager

- ORIGINAL -

HDSUPPLY
WATERWORKS

Thomas Otto
Account Manager
P: 623 734 6115
Thomas.otto@hdsupply.com

Victoria Jackson, CPPB
City of Goodyear
190 N Litchfield Rd.
PO Box 5100
Goodyear, AZ 85338

October 2, 2015

Re: IFB 16-3378, Water Meters

Ms. Jackson:

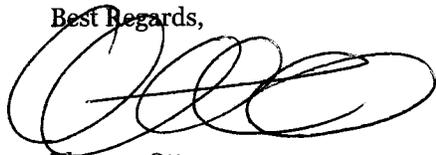
HD Supply is pleased to present this response to IFB 16-3378 for Water Meters. In addition to the pricing requested for the items in groups A-G, HD Supply has also submitted pricing for other water meter and meter reading products that may be of use to the City.

Also, HD Supply has submitted pricing for items A - C using Neptune Touch Coupler Water Meters. These meters are mechanically the same as the meters submitted in section D - G, however they have been modified for use with the Sensus electronics. These are offered as an alternate to the Sensus products requested.

Finally, you will find one original, one copy and three thumb drives enclosed in our bid package. Each of the thumb drives will have an electronic file of the bid, the amendments, our product literature, our list price sheet, and our additional submittal information. A thumb drive is included to accompany the original and the copy of the bid, as well as a stand-alone electronic copy as requested in the bid documents.

Thank you for the opportunity and please feel free to contact me with any questions or concerns.

Best Regards,



Thomas Otto



CITY OF GOODYEAR

Invitation For Bid

Office of Procurement
190 N. Litchfield Road
P.O. Box 5100
Goodyear, AZ 85338
Phone: 623-882-7845

Solicitation Number: 16-3378

Materials and/or Service: Water Meters

Solicitation Due Date: October 8, 2015 **Time:** 3:00 pm (Arizona Time)

Mailing Address: City of Goodyear, City Hall Front Desk
190 North Litchfield Road
P.O. Box 5100
Goodyear, AZ 85338

Procurement Specialist: Victoria Jackson, CPPB
Phone: (623) 882-7845
Fax: (623) 882-7890
Email: Victoria.jackson@goodyearaz.gov

All bids must be received by the City of Goodyear, City Hall Front Desk, at the specified location by the date and time cited above. Late bids will not be considered. Bids received by the correct date and time shall be publicly opened and read. Bidders are advised to carefully read the entire Solicitation Package. Bids that do not comply with all Instructions to Bidders may be disqualified.

Bidders must register as a vendor with the City of Goodyear at <https://procurement.goodyearaz.gov/bsol/> to obtain a solicitation packet. Solicitation packages can be obtained by downloading from the City of Goodyear's website: www.goodyearaz.gov and following these instructions: Enter City website, click on BUSINESS, click on Vendor Services/Procurement, click on Solicitations for Bids/Proposals, click on IFB 16-3378. Should you experience problems downloading the solicitation, contact Victoria Jackson, CPPB at the above email address.

All communications concerning this solicitation must be directed to responsible Procurement Specialist identified above, via email only. Communications with other city staff may disqualify you from the evaluation process.

OFFERORS ARE STRONGLY ENCOURAGED TO READ THE ENTIRE SOLICITATION

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CITY OF GOODYEAR

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190 N. Litchfield Road
P.O. Box 5100
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Phone: 623-882-7845

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CITY OF GOODYEAR

Instructions to Bidders

Office of Procurement
190 N. Litchfield Road
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1. PREPARATION OF OFFER

- a. It is the responsibility of all Bidders to examine the entire solicitation package and seek clarification from the responsible Procurement Specialist of any item or requirement that may not be clear, and to check all responses for accuracy before submitting a bid.
- b. All offers shall be on the forms provided in the solicitation package. It is permissible to copy these forms if required. Telegraphic (facsimile) or email bids will not be considered
- c. The Offer and Acceptance document shall be returned with the submittal with an original blue ink signature by a person authorized to sign the Offer. Pricing documents and other documents which require information to be filled in must be done in ink, typewritten or computer printed. No bids will be accepted if pencil is used. Erasures, interlineations, or other modifications in the bid shall be initialed in original blue ink by the authorized person signing the bid.
- d. It is the Bidder's responsibility to obtain a copy of any addenda relevant to this solicitation. Failure to submit addenda with the solicitation response may be grounds for deeming a bid non-responsive.
- e. Bids shall be submitted in a sealed envelope provided by the Bidder, and should include the Bidder's name, address and solicitation number on outside of the sealed envelope/package.
- f. Periods of time, stated as a number of days, shall be calendar days.
- g. It is the responsibility of the Bidder to submit the bid at the place and by the time provided in the solicitation.
- h. Negligence in preparing a bid confers no right of withdrawal after the due date and time of the bid. No bid shall be altered, amended, or withdrawn after the specified offer due date and time.
- i. Offers shall include all costs as described and indicated by the specifications. The City is exempt from Federal Excise Tax, including the Federal Transportation Tax. Sales tax, if any, shall be indicated as a separate item.
- j. If price is a consideration, and in case of error in the extension of prices in the bid, the unit price shall govern.
- k. The City shall not reimburse the cost of developing, presenting, or providing any responses to this solicitation. Bids submitted for consideration should be prepared simply and economically, providing adequate information in a straightforward and concise manner.
- l. Bidder shall submit one (1) original, marked "original" and one (1) copy of their bid with their submittal. Bid shall be submitted single-sided and one (1) CD-ROM of the proposal containing all original documents.



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2. SERIAL NUMBERS

Bids shall be for equipment on which the original manufacturer's serial number, if applicable, has not been altered in any way. Throughout the contract term, the City reserves the right to reject any altered equipment.

3. BRAND NAMES

Any manufacturer's names, trade names, brand names, or catalog numbers used in the specifications are for the purposes of describing and establishing the quality level, design and performance desired. Such references are not intended to limit or restrict bidding by other vendors, but are intended to establish the quality, design or performance which is desired. Any Bidder which proposes equal or greater quality, design or performance may be considered. The city has the sole authority to accept or reject any like items.

4. SUBSTITUTIONS OR EXCEPTIONS

The City reserves the option to not consider bids for award if the Bidder: i) takes any exception to the specifications and the City does not agree or accept the proposed changes; or ii) proposes a unit which does not meet the City's specifications exactly and the Bidder does not additionally propose the specified unit prior to bid opening, and the City rejects the alternative identified.

5. DESCRIPTIVE LITERATURE

All bidders shall include complete manufacturer's descriptive literature regarding the equipment and goods they propose to furnish. Literature shall be sufficient in detail in order to allow full and fair evaluation of the bid submitted. Failure to include this information may result may result in the bid being rejected.

6. PREPARATION OF SPECIFICATIONS BY PERSONS OTHER THAN CITY PERSONNEL

All specifications shall seek to promote overall economy for the purposes intended and encourage competition and not be unduly restrictive in satisfying the City's needs. No person preparing specifications shall receive any direct or indirect benefit from the utilization of specifications, other than fees paid for the preparation of specifications.

7. INQUIRIES

Any questions related to the solicitation shall be directed to the responsible Procurement Specialist whose name appears on the front page **via email only**. The Bidder shall not contact or ask questions of other City staff or the City department for which the requirement is being procured. Any correspondence related to a solicitation should refer to the solicitation number, page, and paragraph number. All questions must be submitted no later than the close of business five (5) calendar days prior to the opening date.

8. PRE-BID CONFERENCE

Not applicable for this solicitation.

9. LATE BIDS/MODIFICATIONS/WITHDRAWALS

Bids, modifications of bids, and withdrawals received *after* the due date and time specified for receipt will be rejected and returned to the Bidder unopened. A Bidder (or designated representative) may withdraw



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their bid via email to the responsible Procurement Specialist any time *prior* to the solicitation due date and time.

10. PUBLIC RECORD/CONFIDENTIAL INFORMATION

All bids submitted in response to this solicitation shall become the property of the City and shall become a matter of public record available for review, subsequent to the award. If the Bidder believes that any information provided throughout the procurement process should be withheld as confidential, it is the responsibility of the Bidder to submit to the Procurement Manager a statement when the confidential information is submitted which identifies those items the Bidder believes to be confidential and the legal reason(s) why they are confidential. The Procurement Manager shall review the request for confidentiality and advise the Bidder in writing if the information will be treated as confidential by the City. If the City receives a public records request for any of the information determined to be confidential by the Procurement Manager, the City will use reasonable efforts to give notice to the Bidder prior to the release of the information.

11. BID ACCEPTANCE PERIOD

In order to allow for an adequate evaluation, the City requires a bid in response to this Solicitation to be valid for one hundred twenty (120) days after the opening time and date.

12. DISCUSSIONS

The City reserves the right to conduct discussions with Bidders for the purpose of eliminating minor irregularities, informalities, or apparent clerical mistakes in the submittal in order to clarify a bid and assure full understanding of, and responsiveness to, solicitation requirements.

13. PERSONNEL

It is essential that the Bidder provide adequate experienced personnel, capable of and devoted to the successful accomplishment of the work to be performed in this Solicitation. The Bidder agrees that those persons identified in their submittal shall not be removed or replaced without a written request to and approval from the City.

14. AWARD OF CONTRACT

- a. The contract will be awarded pursuant to the provisions of the City of Goodyear Procurement Code. Unless the Bidder states otherwise, or unless provided within this solicitation, the City reserves the right to award by individual line item, by group of line items, or as a total, whichever is deemed most advantageous to the City. Notwithstanding any other provision of this solicitation, the Procurement Manager further reserves the right to i) waive any immaterial defect or informality; ii) reject any or all bids, or portions thereof; iii) reissue the solicitation; or iv) modify or cancel this solicitation.
- b. A response to a solicitation is an offer to contract with the City based upon the terms, conditions and specifications contained in the City's solicitation and the written amendments thereto, if any. If City Council approval is necessary, bids do not become contracts unless and until they are accepted by the City Council. A contract is formed when written notice of award(s) is provided to the successful Bidder(s). The Contract has its inception in the award document, eliminating a formal signing of a separate contract.



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- c. In the event the City should receive two or more identical bids, the awardee will be determined by lottery.

15. **BUSINESS REGISTRATION PERMIT**

All Bidders awarded contracts with the City shall be required to obtain a City of Goodyear Business Registration Permit through the Goodyear Business Registration Office. For further information call Building and Safety, Myra Russell at (623) 882-7928 or myra.russell@goodyearaz.gov.

16. **PROTESTS**

- a. Any interested party may protest a solicitation issued by the City or the proposed award or the award of a City Contract by submitting a request in writing with the Procurement Manager for the City of Goodyear, with a copy directed to the City Attorney for the City of Goodyear as follows:

Jacque Behrens, CPPB
Procurement Manager
City of Goodyear
P.O. Box 5100
190 North Litchfield Road
Goodyear, AZ 85338

Roric Massey
City Attorney
City of Goodyear
P.O. Box 5100
190 North Litchfield Road
Goodyear, AZ 85338

- b. Writing: All protests must be in writing and shall include the following information:
- The name, address and telephone number of the protester;
 - The signature of the protester or its representative;
 - The solicitation or contract number;
 - A detailed statement of the legal or factual grounds of the protest including copies of relevant documents; and
 - The form of relief requested. R3-4-16.01
- c. Time Frame: To be considered, protests must be filed during the time frame identified in the procurement code.
- *Protests of a solicitation* must be filed within five (5) days of the first advertising of the solicitation.
 - *Protests of an award* must be filed within ten (10) days of the issue date of the Notice of Award or Notice of Intent to Negotiate and Award.
- d. The Procurement Manager is required to notify all interested parties that a protest has been filed.

END OF INSTRUCTIONS TO OFFERORS



CITY OF GOODYEAR

Standard Terms and Conditions

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SECTION 1. DEFINITIONS

- 1.1 “City” means the City of Goodyear.
- 1.2 “City Manager” means the manager of the City of Goodyear or designee.
- 1.3 “Contract” means this Goods/Services Contract and any attachments referenced herein, fully completed and executed between the City of Goodyear and the Contractor.
- 1.4 “Contractor” means the individual, partnership, entity or corporation who, as a result of the competitive process, is awarded a contract by the City of Goodyear to provide goods and/or services.
- 1.5 “Days” means calendar days unless otherwise specified herein.
- 1.6 “Litigation Expense” means any court filing fee and costs, arbitration fees or costs, witness fee, arbitration fees, and each other fee and cost of investigating and defending or asserting any claim for indemnification under this Contract, including, without limitation, in each case, attorneys’ fees, professional fees, disbursements and each other fee and cost of investigating and defending, appealing or asserting any claim for indemnification under this Contract.
- 1.7 “Loss” means any liability, loss, claim, settlement payment, cost and expense, interest, award, judgment, damages (including punitive damages), diminution in value, fines, fees and penalties or other charge, other than a litigation expense.
- 1.8 “Project” “Services” or “Work” means the subject matter of this Contract as more fully set forth in the attached Scope of Work, which may include delivery of goods and/or services.
- 1.9 “Subcontractor” means any individual, corporation, company, or other entity who contracts to perform work or render services or provide goods to a Contractor or to another subcontractor as part of this Contract with the City.

SECTION 2. TERM OF CONTRACT

- 2.1 The term of the contract may be automatically extended to include the warranty period.
- 2.2 Contractor shall not commence work until Contractor receives a purchase order signed by the City procurement manager or designee.

SECTION 3. COMPENSATION AND PAYMENTS

- 3.1 **COMPENSATION:** Total compensation to be paid under this Contract shall not exceed the purchase order amount.
- 3.2 Contractor shall invoice City on or before the 10th day of each month for goods and/or services provided under this contract during the prior month. All invoices shall contain itemized hourly fees, unit cost, extended cost of goods and supporting documentation for all invoiced amounts. All invoices to the City



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shall identify the specific item(s) being billed and the Purchase Order number. Items are to be identified by the name, model number, and/or serial number most applicable.

- 3.3 City shall make every effort to process payments to Contractor within thirty (30) calendar days after the receipt of a correct and approved invoice, unless a good faith dispute exists to any obligation to pay all or a portion of the invoice or account.
- 3.4 **PRICE ADJUSTMENT/CONTRACT EXTENSION:** The City's Office of Procurement will review fully documented requests for price increase after any contract has been in effect for one (1) year. Any price increase adjustment will only be made at the time of contract extension and will be a factor in the extension review process. The Office of Procurement will determine whether the requested price increase or alternate option is in the best interest of the City. Any price adjustment will be effective upon the effective date of the contract extension.
- 3.5 **PRICE REDUCTION:** A price reduction may be offered at any time during the term of the contract and shall become effective upon notice.
- 3.6 **LATE SUBMISSION OF CLAIM BY CONTRACTOR:** The City will not honor any invoices or claims which are tendered one (1) year after the last item of the account accrued.
- 3.7 **ESTIMATED QUANTITIES:** Quantities identified in the Solicitation are the City's best estimate and do not obligate the City to order or accept more than the City's actual requirements during the period of this Contract as determined by actual needs and availability of appropriate funds. It is expressly understood and agreed that Contractor is to supply the City with its complete and actual requirements for the contract period.
- 3.8 **PRODUCT DISCONTINUANCE:** In the event that a product or model identified in the offer is subsequently discontinued by the manufacturer, the City at its sole discretion may allow the Contractor to provide a substitute for the discontinued item. The Contractor shall request permission to substitute a new product or model and provide all of the following:
1. A formal announcement from the manufacturer that the product or model has been discontinued;
 2. Documentation from the manufacturer that names the replacement product or model;
 3. Documentation that provides clear and convincing evidence that the replacement meets or exceeds all specifications required by the original solicitation;
 4. Documentation that provides clear and convincing evidence that the replacement will be compatible with all the functions or uses of the discontinued product or model; and
 5. Documentation confirming that the price for the replacement is the same as or less than the discontinued product or model.
- 3.9 **USAGE REPORT:** The Contractor may be required to provide a usage report to the Procurement Manager.
- 3.10 **DISCOUNTS:** Payment discounts will be computed from the date receiving acceptable goods, materials and/or services or correct invoice, whichever is later to the date payment is mailed.
- 3.11 **NO ADVANCE PAYMENT:** Advance payments will not be authorized; payment will be made only for actual goods or services that have been received.



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- 3.12 **FUND APPROPRIATION CONTINGENCY:** The Parties recognize that the continuation of any contract after the close of any given fiscal year of the City of Goodyear, which fiscal year ends on June 30 of each year, shall be subject to appropriation and allocation of funds by the Goodyear City Council.
- 3.13 **F.O.B. POINT:** All prices are to be quoted F.O.B final destination, unless otherwise specified elsewhere in the solicitation.
- 3.14 **TAXES:** Contractor shall be solely responsible for any and all tax obligations that may result from Contractor's performance of this Contract.

SECTION 4. TERMINATION

- 4.1 **TERMINATION FOR CONVENIENCE:** City at any time and for any reason and without cause may terminate, suspend or abandon any portion, or all, of this Contract at City's convenience. In the event that the City terminates, suspends or abandons any part of the services, the City shall provide notice to the Contractor. Upon receipt of notice, the Contractor shall, unless the notice directs otherwise, immediately discontinue further services and placing of orders for materials, facilities and supplies in connection with the performance of this Agreement.

The Contractor shall appraise the services completed prior to receiving notice of the termination, abandonment or suspension and deliver to the City all drawings, special provisions, field survey notes, reports, estimates and any and all other documents or work product generated by the Contractor under the contract, entirely or partially completed, together with all unused materials supplied by the City.

In the event of termination, abandonment or suspension, Contractor shall be paid for services satisfactorily performed prior to receipt of such notice including reimbursable expenses then incurred. However, in no event shall the fee exceed that set forth in Section 4 of this Contract. Contractor shall not be entitled to any claim or claim of lien against Owner for any additional compensation or damages in the event of such termination and payment.

The City shall make final payment within thirty (30) days after the Contractor has fully complied with the provisions of Section 5 and Contractor submits a correct and approved final invoice for the fee that has been agreed to by the Parties.

- 4.2 Any attempt to represent any material and/or service not specifically awarded as being under contract with the City of Goodyear is a violation of the contract and the City of Goodyear Procurement Code. Any such action is subject to the legal and contractual remedies available to the City inclusive of, but not limited to, contract cancellation, suspension and/or debarment of the Contractor.

SECTION 5. RISK OF LOSS AND LIABILITY

- 5.1 **INDEMNIFICATION:** Unless a federal and state statute that expressly prohibits such indemnification, Contractor shall defend, indemnify, save and hold harmless the City of Goodyear, its officials, directors, officers, employees, agents, and representatives (hereinafter referred to as "Indemnitee") at all times after the date of this Contract from and against any and all Claims, caused by, relating to, arising out of, or alleged to have resulted from, in whole or in part, any negligent, reckless or intentional acts, errors, fault, mistakes, omissions, work, goods or service of the Contractor, its directors, officers, employees, agents,



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representatives, or any tier of subcontractors or any other person for whose acts, errors, fault, mistakes omissions, work, goods or service the Contractor may be legally liable in the performance of this Contract. The Indemnification provided hereunder shall extend to Claims arising out of, or recovered under, Arizona's Workers' Compensation Law or the failure of Contractor to conform to any applicable and appropriate 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 the 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, Contractor agrees to waive all rights of subrogation against Indemnitee for Claims arising from the work performed by Contractor, its directors, officers, employees, agents, representatives, or any tier of subcontractors pursuant to this Contract. This indemnification provision shall survive the expiration or earlier termination of this Contract.

For purposes of this Indemnification provision the term Claims shall mean claims, suits, actions, demands, proceedings, losses, settlement payments, disbursements, expenses, and damages of every kind and description (including but not limited to costs, interest, awards, judgments, diminution in value, fines, penalties or other charges, reasonable attorneys' fees, other professionals' fees, court filing fees and costs, arbitration fees, witness fees, and each other fee and cost of investigating and defending, negotiating, appealing or asserting any claim for indemnification under this Contract) (collectively referred to "Litigation Expenses").

- 5.2 **INDEMNIFICATION – PATENT, COPYRIGHT AND TRADEMARK:** The Contractor shall indemnify and hold harmless the City against any liability, including costs and expenses, for infringement of any patent, copyright or trademark or other proprietary rights of any third parties arising out of contract performance or use by the City of materials furnished or Services performed under this Contract. The Contractor agrees upon receipt of notification to promptly assume full responsibility for the defense of any claim, suit or proceeding which is, has been, or may be brought against the City and its agents for alleged infringement, as well as for the alleged unfair competition resulting from similarity in design, trademark or appearance of goods by reason of the use or sale of any goods furnished under this Contract and the Contractor further agrees to indemnify the City against any and all expenses, losses, royalties, profits and damages including courts costs and attorney's fees resulting from the bringing of such suit or proceedings including any settlement or decree of judgment entered therein. The City may be represented by and actively participate through its own counsel in such suit or proceedings, it is so desires. It is expressly agreed by the Contractor that these covenants are irrevocable and perpetual.
- 5.3 **TITLE AND RISK OF LOSS:** The title and risk of loss of material or services shall not pass to the City until the City actually receives and accepts the materials or services at the point of delivery; and such loss, injury or destruction shall not release the Contractor from any obligation hereunder.
- 5.4 **ACCEPTANCE:** All materials or services are subject to final inspection and acceptance by the City. Materials or services failing to conform to the specifications of this Contract shall be held at Contractor's risk and may be returned to the Contractor. If returned, all costs are the responsibility of the Contractor. The City may elect to do any or all of the following: a) Waive the non-conformance; b) Stop the work immediately; c) Bring materials into compliance; and/or d) Terminate the Contract and seek all remedies available in law and in equity. This shall be accomplished by a written determination by the City.



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- 5.5 **LOSS OF MATERIALS:** The City does not assume any responsibility, at any time, for the protection of or for the loss of materials, from the execution of this Contract until the final acceptance of the work by the City.
- 5.6 **DEFAULT IN ONE INSTALLMENT TO CONSTITUTE TOTAL BREACH:** Contractor shall deliver conforming materials in each installment of lot of this Contract and may not substitute nonconforming materials and/or services. Delivery of nonconforming materials or a default of any nature, at the option of the City, shall constitute a breach of the Contract as a whole.
- 5.7 **SHIPMENT UNDER RESERVATION PROHIBITED:** Contractor is not authorized to ship goods or perform services under reservation, and no tender of an invoice or bill of lading will operate as a tender of the goods or services.
- 5.8 **WORK PERFORMED AT CONTRACTOR'S RISK:** Contractor shall take all precautions reasonably necessary and shall be responsible for the safety of its employees, agents and subcontractors in the performance of the work hereunder and shall utilize all protections reasonably necessary for that purpose. All work shall be done at Contractor's own risk, and Contractor shall be responsible for any loss of or damage to materials, tools, or other articles used or held for use in connection with the work.
- 5.9 **SAFETY STANDARDS:** All items supplied pursuant to this Contract shall comply with the current applicable Occupational Safety and Health Standards of the State of Arizona Industrial Commission, the National Electric Code, and the National Fire Protection Association Standards.
- 5.10 **PROJECT STAFFING:** Prior to the start of any Services under this Contract, the Contractor shall submit to the City detailed resumes of key personnel that will be involved in performing Services prescribed in the Contract for review and approval. At any time hereafter that the Contractor desires to change key personnel while performing under the Scope, the Contractor shall submit the qualifications of the new personnel to the City for prior approval. Key personnel include but are not limited to the Contractor's principal-in-charge, project manager, project designer, project architect, system architect, system manager and system engineer.
- The Contractor will maintain an adequate and competent staff of qualified persons throughout the performance of this Contract as necessary for acceptable and timely completion of the services. If the City objects, with reasonable cause, to any of the Contractor's staff, the Contractor shall take prompt corrective action and, if required, remove such personnel from the Project and replace them with the new personnel agreed to by the City.
- 5.11 **SUBCONTRACTORS:** Prior to beginning the work, the Contractor shall furnish the City for approval the names of subcontractors to be used on this Project. Any subsequent changes are subject to the approval of the City.
- 5.12 **DAMAGE TO CITY PROPERTY:** Contractor shall perform all work so that no damage to any City buildings or property results. Contractor shall repair any damage caused to the satisfaction of the City at no cost to the City. Contractor shall take care to avoid damage to adjacent finished materials that are to remain. If finished materials are damaged, Contractor shall repair and finish in a manner which matches existing material as approved by the City at the Contractor's expense.



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- 5.13 **FORCE MAJEURE:** Neither Party shall be in default by reason of any failure in performance of this Contract if such failure arises out of causes beyond their reasonable control and without the fault or negligence of said Party including, unforeseeable Acts of God; terrorism or other acts of public enemy; war and epidemics or quarantine restrictions.

If either Party is delayed at any time in the progress of the Work by force majeure, the delayed Party shall notify the other Party in writing of such delay, as soon as is practical, of the commencement thereof and shall specify the causes of such delay in the notice. The notice shall be hand-delivered or mailed certified-return receipt and shall make a specific reference to this provision. The delayed Party shall cause such delay to cease as soon as practicable and shall notify the other party in writing when it has done so. The time of completion shall be extended by contract modification for a period of time equal to the time that results or effects of such delay prevent the delayed Party from performing in accordance with this contract.

SECTION 6. CONTRACT INTERPRETATION

- 6.1 **DISPUTES, GOVERNING LAW, ATTORNEY FEES:** Should any dispute, misunderstanding or conflict arise as to the terms or provisions contained in this Contract, the matter shall first be referred to the City, and the City shall determine the term or provision's true intent and meaning.

This Contract shall be deemed to be made under, shall be construed in accordance with, and shall be governed by the laws of the State of Arizona, without regard to choice of law or conflicts of laws principles thereof. Any action arising out of this Contract shall be commenced and maintained in the Superior Court of the State of Arizona in and for the County of Maricopa. The prevailing Party shall be reimbursed by the other Party for all attorney fees and all costs and expenses, including but not limited to all service of process, filing fees, court and court report costs, investigative costs, and expert witness fees which are incurred in any legal proceeding whatsoever arising out of this Contract, including, bankruptcy, arbitration, declaratory relief or other litigation, including appeals or rehearing.

- 6.2 **PROVISIONS REQUIRED BY LAW:** Each and every provision of law and any clause required by federal, state or local law to be in this Contract shall be read and enforced as though it were included herein and if through mistake or otherwise any such provision is not inserted, or is not correctly inserted, then upon the application of either Party the Contract shall forthwith be physically amended to make such insertion or correction.

- 6.3 **PAROL EVIDENCE:** This Contract is intended by the parties as a final expression of their agreement and is intended also as a complete and exclusive statement of the terms of this agreement. No course of prior dealings between the parties and no usage in trade shall be relevant to contradict, supplement or explain any term used in this Contract.

- 6.4 **SEVERABILITY:** If any provision in this Contract or the application thereof to any person or circumstance shall be invalid, illegal or unenforceable to any extent, the remainder of this Contract and the application thereof shall not be affected and shall be enforceable to the fullest extent permitted by law.

- 6.5 **CONTRACT ORDER OF PRECEDENCE:** In the event of a conflict in the provisions of the Contract, as accepted by the City and as they may be amended, the following shall prevail in the order set forth below:
1. Special Terms and Conditions
 2. Standard Terms and Conditions



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3. Specifications
4. Fee Schedule
5. Attachments
6. Exhibits
7. Invitation to Bid, Instructions to Bidders and other documents referenced or included.

- 6.6 **INTEGRATION:** This Contract contains the full agreement of the parties hereto. Any prior or contemporaneous written or oral agreement between the parties regarding the subject matter hereof is merged and superseded hereby.
- 6.7 **INDEPENDENT CONTRACTOR:** Each Party will act in its individual capacity and not as an agent, employee, partner, joint venture, or associate of the other. An employee or agent of one Party shall not be deemed or construed to be the employee or agent of the other for any purpose whatsoever. The Contractor is advised that taxes or Social Security payments will not be withheld from any City payments issued hereunder and that the Contractor should make arrangements to directly pay such expenses, if any.
- 6.8 **NON-WAIVER MONIES DUE:** The City of Goodyear as a public entity supported by tax monies, in execution of its public trust, cannot agree to waive any lawful or legitimate right to recover monies lawfully due it. Therefore, Contractor agrees that it will not insist upon or demand any statement whereby the City agrees to limit in advance or waive any right the City might have to recover actual lawful damages in any court of law under applicable Arizona law.
- 6.9 **AMBIGUITIES NOT HELD AGAINST DRAFTER:** This Contract having been freely and voluntarily negotiated by all parties and the rule of contract construction that ambiguities, if any, in any term or condition of an agreement are held against the drafter of the agreement is not applicable to this Contract.
- 6.10 **NON-WAIVER CONTRACT PROVISION:** The failure of either Party to enforce any of the provisions of this Contract or to require performance of the other Party of any of the provisions hereof shall not be construed to be a waiver of such provisions, nor shall it affect the validity of this Contract or any part thereof, or the right of either Party to thereafter enforce each and every provision.
- 6.11 **COOPERATION AND FURTHER DOCUMENTATION:** The Contractor agrees to provide the City all duly executed documents as shall be reasonably requested by the City to implement the intent of this Contract.

SECTION 7. CONTRACT ADMINISTRATION AND OPERATION

- 7.1 **WORK PRODUCT, EQUIPMENT AND MATERIALS:** All work product, equipment, or materials created or purchased under this Contract are considered the sole property of the City and must be delivered to the City upon termination, abandonment of the Contract or final payment to the Contractor and shall not be used or released by the Contractor without prior authorization from the City. Work product includes, but is not limited to, plans, specifications, cost estimates, tracings, studies, design analyses, original Mylar drawings, computer aided drafting and design (CADD) file, computer disks and/or other electronic records and media. Contractor agrees that all materials prepared under this Contract are “works for hire” within the meaning of the copyright laws of the United States and assigns to City all rights and interest Contractor may have in the materials it prepares under this Contract, including any right to derivative use of the



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materials. Contractor shall place the professional seal of Contractor on all plans and documents prepared in the performance of this Contract.

- 7.2 **CONFIDENTIALITY AND ENCRYPTION**: All data, regardless of form, including originals, images and reproductions, prepared by, obtained by, or transmitted to Contractor in connection with this Contract are confidential, proprietary information owned by the City. Except as specifically provided in this Contract, the Contractor shall not disclose data generated in the performance of the Service to any third person without the prior written consent of the City Manager.

Personal identifying information, financial account information or restricted City information, whether electronic format or hard copy, are considered confidential information and must be secured and protected at all times to avoid unauthorized access. At a minimum Contractor shall ensure that all electronic transmissions of confidential data are encrypted and any cryptographic algorithm implementations used must have been validated by the National Institute of Standards and Technology (NIST). The use of proprietary encryption algorithms will not be allowed for any purpose. The export of encryption technologies is restricted by the U.S. Government.

In the event that data collected or obtained by Contractor in connection with this Contract is believed to have been compromised, Contractor shall notify the City Attorney immediately. Contractor agrees to reimburse the City for any costs incurred by the City to investigate potential breaches of this data and, where applicable, the cost of notifying individuals who may be impacted by the breach.

Contractor agrees that the requirements of this section shall be incorporated into all subcontractor agreements entered into by the Contractor. It is further agreed that a violation of this section shall be deemed to cause irreparable harm and justifies injunctive relief in court. A violation of this section may result in immediate termination of this Contract without further notice. The obligations of Contractor under this section shall survive the termination of this Contract.

- 7.3 **CONFLICT OF INTEREST/THIRD PARTIES**: Contractor shall provide written notice to the City as set forth in this section, of any work or Services performed by the Contractor for third parties that, to the extent that the Contractor is aware, involves or is associated with any real property or personal property owned or leased by the City or which may be adverse to the City. Notice shall be given seven (7) days prior to commencement of the Services by the Contractor for a third party. Written notice and disclosure shall be sent to:

Roric Massey, City Attorney
City of Goodyear
190 N. Litchfield Rd
Goodyear, Arizona 85338

Actions that are considered to be adverse to the City include but are not limited to:

1. Using data acquired in connection with this Contract to assist a third party in pursuing administrative or judicial action against the City;
2. Testifying or providing evidence on behalf of any third party in connection with an administrative or judicial action against the City; and
3. Using data to produce income for the Contractor, its subcontractors or employees independently of performing the services under this Contract, without the prior written consent of the City.



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The Contractor represents that except for those persons, entities and projects identified to the City, the Services to be performed by the Contractor under this Contract are not expected to create an interest with any person, entity, or third party project that is or may be adverse to the interests of the City. The Contractor's failure to provide a written notice and disclosure of the information as set forth in this section shall constitute a material breach of Contract.

- 7.4 **CONFLICT AUDIT:** Within thirty (30) days of being requested to do so, Contractor agrees to provide the City an itemized summary of any and all gifts a Contractor, its directors, officers, managers, employees, agents and/or representatives have made to any City employee during the year prior to the date of the Contract through the date of the request. The summary shall include the date the gift was made, a description of the gift, the City employee(s) that received the gift, and the value of the gift. The summary shall be signed and its truthfulness certified by Contractor. For purposes of this section the terms "Gift" means anything of value that is provided to the employee and includes, by way of example, but not limitation, meals, free use of vacation homes, low interest or no interest loans, tickets to sporting events, tickets to charitable events, entertainment expenses, travel expenses, drinks, and the like. The failure to comply with any request made pursuant to this section and/or the submission of a summary that contains material misrepresentations constitutes grounds for debarment and the refusal to allow Contractor to participate in any future contracts with the City.
- 7.5 **AUDIT OF RECORDS:** Contractor shall retain, and shall contractually require each and every subcontractor that performs any Work under this Contract to retain all books, accounts, reports, files and any and all other records relating to the contract (hereinafter referred to as "Contract Documents") for six (6) years after completion of the Contract. City, upon written request and at reasonable times, shall have the right to review, inspect, audit and copy all Contract Documents of the Contractor and any subcontractors. Contractor shall produce the original Contract Documents at City Hall, currently located at 190 N. Litchfield Road, Goodyear, Arizona, or at such other City facility within the City as designated by the City in writing. If approved by City Attorney in writing, photographs, microphotographs, or other authentic reproductions may be maintained instead of original Contract Documents.
- 7.6 **AUDIT/BILLING AND EXPENSES:** The City reserves the right to request supporting documentation for all hourly amounts, cost of goods and reimbursable expenses charged to the City. Such records will be subject to audit at any time during the term of this Contract and for a period not to exceed two (2) years after any amount is billed. Within thirty (30) days of receiving a request, the Contractor will furnish to the City original invoices to support all charges and complete payroll records to support such hourly labor charges. The City reserves the right to audit any other supporting evidence necessary to substantiate charges related to this Contract, both direct and indirect costs, including overhead allocations if they apply to hourly costs associated with this Contract. If requested by the City, the Contractor will provide supporting records electronically in addition to a hard copy.

If the audit reveals overcharge, the Contractor will reimburse the City upon demand for the amount of such overcharges plus interest thereon from the date paid by the City through the date of reimbursement. If the overcharges exceed 5% of Contractor's compensation, then Contractor shall also reimburse the City for the cost of the audit.



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The Contractor shall include a similar provision in all of its agreements with subcontractor providing goods and/or services under this Contract to ensure the City, its authorized representative, and/or the appropriate federal agency, has access to the subcontractor records to verify the accuracy of any similar amounts charged to the City.

- 7.7 **ADVERTISING:** Contractor and all subcontractors shall not advertise or publish new releases concerning this Contract, goods or services provided to the City without prior written consent of the City Attorney.
- 7.8 **CITY MARKS:** The Contractor and all subcontractors shall not use any trade name, trademark, service mark, or logo of the City (or any name, mark or logo confusingly similar thereto) in any advertising, promotions, or otherwise, without the City's express prior written consent.
- 7.9 **LICENSES AND PERMITS:** Contractor and all subcontractors shall keep current federal, state, and local licenses and permits required for the operation of the business conducted by the Contractor as applicable to this contract.
- 7.10 **E-VERIFY:** Contractor and all subcontractors warrant compliance with the e-verify statute, A.R.S. § 23-214(A). A breach of this warranty shall be deemed a material breach of this contract, and shall subject this contract to penalties up to and including termination of the contract. The City retains the right to inspect the papers and records of any of Contractor's employees or any subcontractor employees working on the contract to ensure compliance with this requirement. For this section, Contractor shall have the meaning of Contractor as found in A.R.S. § 41-4401, and subcontractor has the same meaning as found in A.R.S. § 41-4401.
- 7.11 **NON-DISCRIMINATION:** Contractor and all subcontractors will not discriminate against any person on the basis of race, color, religion, age, gender, or national origin in the performance of this Contract, and shall comply with the terms and intent of Title VI of the Civil Rights Act of 1964, P.L. 88-354.
- 7.12 **COMPLIANCE:** The Contractor and all subcontractors understand and agree to comply with the Americans with Disabilities Act, the Immigration Reform and Control Act of 1986 and the Drug Free Workplace Act of 1989 as amended. The Contractor agrees to comply with these laws and Arizona Executive Order 2009-09 in performing this Contract and to permit the City to verify such compliance.
- 7.13 **CONTINUATION DURING DISPUTES:** Contractor agrees that notwithstanding the existence of any dispute between the parties, insofar as is possible, under the terms of the contract, the Contractor shall continue to perform the obligations required of the Contractor during the continuation of any such dispute unless enjoined or prohibited by the City or an Arizona Court of competent jurisdiction.
- 7.14 **COOPERATIVE STATEMENT:** This contract shall be for the use of the City of Goodyear. In addition, specific eligible specific political subdivisions and nonprofit educational or public health institutions may also participate at their discretion. Any eligible agency may elect to participate (piggyback) on this contract if the Contractor agrees to do so.
- 7.15 **CAPTIONS:** The captions used herein are for convenience only and are not a part of this Contract and do not in any way limit or amplify the terms and provisions hereof.



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7.16 **BANKRUPTCY**: This Agreement, at the option of the City, shall be terminable in the case of bankruptcy, voluntary or involuntary, or insolvency of the Contractor.

SECTION 8. CONTRACT CHANGES

8.1 **MODIFICATION**: No supplement, modification, or amendment of any term of this Contract will be deemed binding or effective unless in writing and signed by the Parties with authority to do so. This section does not prohibit the City from unilaterally extending the contract term.

8.2 **SUCCESSORS AND ASSIGNS**: This Contract is binding on the parties' respective partners, successors, assigns, and legal representatives. Contractor will not assign, sublet, or transfer its right or interest in this Contract nor monies due, in whole or in part, or delegation any duty of Contractor without the prior written consent of the City. Any assignment or delegation made in violation of this section shall be void. In no event does this Contract create any contractual relationship between the City and any third party.

8.3 **THIRD PARTY BENEFICIARY**: Nothing under this Contract shall be construed to give any rights or benefits in the Contract to anyone other than the City and the Contractor, and all duties and responsibilities undertaken pursuant to this Contract will be for the sole and exclusive benefit of City and the Contractor, and not for the benefit of any other Party.

8.4 **AUTHORIZED CHANGES**: The City reserves the right at any time to make changes in any one or more of the following: (i) specifications; (ii) methods of shipment or packing; (iii) place of delivery; (iv) time of delivery; and/or (v) quantities. If the 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 deliver schedule, or both. Any claim for adjustment shall be deemed waived unless asserted in writing within thirty (30) days from the receipt of the change. Prior increases or extensions of delivery time shall not be binding on the City unless evidenced in writing and approved by the City.

8.5 **SUBCONTRACTS**: No subcontract shall be entered into by the Contractor with any other party to furnish any of the goods, Service or Work specified herein without the advance written approval of the City.

8.6 **CONTINGENT FEES**: Contractor warrants that no person has been employed or retained to solicit or secure this Contract upon an agreement or understanding for a commission, percentage, brokerage, or contingent fee, and that no member of the City Council, or any employee of the City of Goodyear has any interest, financially, or otherwise, in the Contractor's business/firm. For breach or violation of this warranty, the City of Goodyear shall have the right to annul this Contract without liability, or at its discretion to deduct from the Contract price or consideration, the full amount of such commission, percentage, brokerage, or contingent fee.

8.7 **LIENS**: Contractor shall hold the City harmless from claimants supplying labor or materials to the contractor or subcontractors in the performance of the work required under this Contract.



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SECTION 9. WARRANTY

- 9.1 **GUARANTEE**: Unless otherwise specified, all items shall be guaranteed for a minimum period of one (1) year from the date of acceptance by the City against defects in material and workmanship. At any time during that period, if a defect should occur in any item that item shall be replaced or repaired by the Contractor at no obligation to the City except where it is shown that the defect was caused solely by misuse of the City.
- 9.2 **QUALITY**: Contractor expressly warrants that all goods and services furnished under this Contract shall conform to the specifications, appropriate standards, and will be new and free from defects in material or workmanship. Contractor warrants that all such goods or services will conform to any statements made on the containers or labels or advertisements for such goods or services, and that any goods will be adequately contained, packaged, marked and labeled. Contractor warrants that all goods and services furnished hereunder will be merchantable, and will be safe and appropriate for the purpose which goods or services of that kind are normally used. If Contractor knows or has reason to know the particular purpose for which City intends to use the goods or services, Contractor warrants that goods and services furnished will conform in all respect to samples. Inspection, test, acceptance of use of the goods or services furnished hereunder shall not affect the Contractor's obligation under this warranty, and such warranties shall survive inspection, test, acceptance and use. Contractor's warranty shall run to City, its successors and assigns.
- 9.3 **RESPONSIBILITY FOR CORRECTION**: 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 parts, labor, shipping or freight) without cost to the City. This includes any necessary labor to remove, repair, install, or to ship or transport any item to a point of repair and return. It is agreed that the Contractor shall be fully responsible for making any correction, replacement, or modification necessary for specification or legal compliance. Contractor agrees that if the product or service offered does not comply with the foregoing, the City has the right to cancel the purchase at any time with full refund within 30 calendar days after notice of non-compliance and Contractor further agrees to be fully responsible for any consequential damages suffered by the City.
- 9.4 **INVESTIGATION OF CONDITIONS**: The Contractor warrants and agrees familiarity of the work that is required, is satisfied as to the conditions under which it is to perform and enters into this Contract based upon the Contractor's own investigation.
- 9.5 **WORKMANSHIP**: Where not more specifically described in any of the various sections of the specifications, workmanship shall conform to all of the methods and operations of best standards and accepted practices of the trade or trades involved and shall include all items of fabrication, construction or installation regularly furnished or required for completion of the services or goods. All goods and services shall be provided and executed by personnel skilled in their respective lines of work. Contractor warrants that all goods and services delivered under this contract shall conform to the specifications of this contract. Additional warranty requirements may be set forth in the Solicitation.
- 9.6 **RIGHT TO INSPECT PLANT**: The City may, at reasonable times, inspect the part of the plant or place of business of a Contractor or subcontractor which is related to the performance of any contract as awarded or to be awarded.



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- 9.7 **PREPARATION OF SPECIFICATIONS BY PERSONS OTHER THAN CITY PERSONNEL:** All specifications shall seek to promote overall economy for the purposes intended and encourage competition and not be unduly restrictive in satisfying the City's needs. No person preparing specifications shall receive any direct or indirect benefit from the utilization of specifications, other than fees paid for the preparation of specifications.
- 9.8 **SURVIVAL:** Sections 6, 7, 8, 9, 10 and 11 will survive the completion, termination and/or abandonment of this Contract.
- 9.9 **COMPLIANCE WITH APPLICABLE LAW:** Contractor shall comply with all applicable federal, state and local laws, codes and regulations; including all applicable building regulations, license and permits requirements.

SECTION 10. CITY CONTRACTUAL RIGHTS

- 10.1 **RIGHT OF ASSURANCE:** Whenever the City in good faith has a reason to question the Contractor's intent or ability to perform, the City may demand that the Contractor give written assurance of the intent and ability to perform. In the event that a demand is made and no written assurance is given within five (5) work days, the City may treat this failure as an anticipatory repudiation of this contract.
- 10.2 **NON-EXCLUSIVE REMEDIES:** The rights and remedies of the City under this Contract are non-exclusive.
- 10.3 **DEFAULT IN ONE INSTALLMENT TO CONSTITUTE BREACH:** Each installment or lot of this Contract is dependent on every other installment or lot and a delivery of non-conforming goods or services or a default of any nature under one installment or lot will impair the value of the whole Contract and constitutes a breach of the Contract as a whole.
- 10.4 **TIME IS OF THE ESSENCE:** Time of each of the terms, covenants, and conditions of this Contract is hereby expressly made of the essence. The City is providing services which involve health, safety and welfare of the general public, delivery time is of the essence. Delivery must be made in accordance with the delivery schedule promised by the Contractor.
- 10.5 **NON-EXCLUSIVE CONTRACT:** The City reserves the right to purchase goods or services from another source only when necessary and determined appropriate by the City's Procurement Manager.
- 10.6 **STRICT PERFORMANCE:** Failure of either Party to insist upon the strict performance of any item or condition of the Contract or to exercise or delay the exercise of any right or remedy provided in the Contract, or by law, or the acceptance of materials or services, obligations imposed by this Contract or by law shall not be deemed a waiver of any right of either Party to insist upon the strict performance of the Contract.
- 10.7 **CONFLICT OF INTEREST:** This Contract is subject to the provisions of A.R.S. § 38-511 and may be canceled by the City, without penalty or further obligation, if any person significantly involved in initiating, negotiating, securing, drafting, or creating the Contract on behalf of the City is, or becomes, an employee, consultant, or agent of Contractor in any capacity with respect to the subject matter of the Contract while the Contract or any extension or amendment thereof, is in effect.



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10.8 **DEFAULT:** In the 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 (i) deduction from an unpaid balance due; (ii) collection against the bid and/or performance bond, or (iii) a combination of the aforementioned remedies or other remedies as provided by law.

10.9 **NOTICES:** Unless otherwise provided herein, demands under this Contract will be in writing and will be deemed to have been duly given and received either (a) on the date of service if personally delivered to the Party to whom notice is to be given, or (b) on the third day after the date of the postmark of deposit by first class United States mail, registered or certified postage prepaid and properly addressed as follows:

To City:
Ray Diaz
City of Goodyear, Water Distribution Supervisor
190 N. Litchfield Road
Goodyear, AZ 85338

To Contractor:

Copy to:
Roric Massey
City of Goodyear, City Attorney
190 N. Litchfield Road
Goodyear, AZ 85338

10.10 This Contract shall be in full force and effect only when it has executed by duly authorized City officials and the duly authorized agent of the Contractor.

SECTION 11. CERTIFICATION

11.1 By signing on the offer and acceptance page, the individual certifies that they are authorized to sign on behalf of Contractor and further certifies that (a) No collusion or other anti-competitive practices were engaged in to arrive at the terms of this Contract, and that this Contract is subject to the provisions of A.R.S. Section 38-511; (b) 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, or service to a public servant in connection with this Contract. Failure to sign the offer, or signing it with a false statement, shall void the submitted offer or any resultant contract, and the Contractor may be debarred.

SECTION 12. LICENSING, DEBARMENT AND SUSPENSION

12.1 **Licensing/Permits:** Contractor warrants and certifies that Contractor and its Subcontractors will maintain valid licenses, registrations, permits, and other approvals necessary to perform the Services required under this Contract (“Approvals”). Contractor shall immediately advise the City in writing of any change in information provided by Contractor or its subcontractors as it relates to any Approvals. Noncompliance with this provision is a material breach of Contract.



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- 12.2 Debarment/Suspension: Contractor warrants and certifies neither Contractor nor any of its subcontractor:
- a. Are presently debarred, suspended, proposed for debarment, declared ineligible or otherwise legally excluded from contracting with any federal, state or local government entity; and
 - b. Have not been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain or performing a public (federal, state or local) transaction or contract; violation of federal or state anti-trust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements or receiving stolen property within a three (3) year period preceding this Contract;
 - c. Are not, or have not been, indicted of or otherwise criminally charged by a governmental entity with the commission of fraud or a criminal offense in connection with obtaining, attempting to obtain or performing any public transaction or contract under a public transaction; violation of federal or state anti-trust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements or receiving stolen property, and
 - d. Have not had one or more public transaction (federal, state or local) terminated for cause or default.
- 12.3 City has no affirmative duty or obligation to confirm or deny the existence or issuance of any Approvals or Debarments, or to examine Contractor's contracting ability.

END OF STANDARD TERMS AND CONDITIONS



CITY OF GOODYEAR

Special Terms and Conditions

Office of Procurement
190 N. Litchfield Road
P.O. Box 5100
Goodyear, AZ 85338
Phone: 623-882-7845

SECTION 1. TERM OF CONTRACT

1. The term of this Contract shall be one (1) year commencing on the effective date, which is the date last signed by both Parties, and may be extended or renewed for consecutive additional one (1) year periods, not to exceed a total of five (5) years, subject to appropriations and mutual agreement of the Parties. The City has no obligation to extend or renew this contract, and any decision to do so is at the sole discretion of the City.

SECTION 2 INSURANCE

- 2.1 Minimum Scope and Limits of Insurance. Contractors shall obtain and maintain in full force and effect during the life of this Contract, and any warranty period, all of the following minimum scope of insurance coverages with an insurance company duly licensed by the State of Arizona with a current A.M. Best Company, Inc rating of not less than A- or above and a category rating of not less than "VIII" with policies and forms satisfactory to the City. Use of alternative insurers requires prior written approval from City.
- 2.2 Commercial General Liability. Commercial General Liability insurance with a limit of not less than \$1,000,000, per occurrence and \$2,000,000 in the aggregate. The policy shall include coverage for premises-operations, products-completed operations, contractual liability, bodily injury, and property damage, but shall not be limited to the liability assumed under the indemnification provisions of this Contract. Coverage shall be at least as broad as Insurance Service Office policy form CG 00 01 07 98 or any replacement thereof, and shall be an occurrence-based policy. The Certificate of Insurance for the Commercial General Liability insurance policy shall expressly cover the indemnification obligations required by this Contract. These limits may be met through a combination of primary and excess liability coverage.
- 2.3 Automobile Liability. Commercial and Business Automobile Liability insurance for owned vehicles, hired, and non-owned vehicles, with a policy limit of not less than \$1,000,000, combined single limits, per occurrence for bodily injury and property damage. Coverage shall be at least as broad as coverage Code 1 "any auto" under Insurance Service Office policy form CA 00 01 10 01 or any replacement thereof.
- 2.4 Workers' Compensation. Workers' Compensation as required by State and federal law statutes having jurisdiction over its employees engaged in the performance of any Services herein. Contractor agrees to waive, and to obtain endorsements from its workers' compensation insurer waiving subrogation rights under its workers' compensation insurance policy against the City, its officers, agents, employees, and volunteers arising from work performed by Contractor for the City and to require each of its subcontractors, if any, to do likewise under their workers' compensation insurance policies.
- 2.5 Umbrella/Excess Liability. Contractor and Subcontractor shall maintain Umbrella and Excess Liability insurance with an limit of not less than \$2,000,000 per occurrence combined limit Bodily Injury and Property Damage, that "follows form" and applies in excess of the Commercial General Liability, Automobile Liability, and Employer's Liability, as required above. Primary per occurrence coverage may be used to fulfill this requirement.
- 2.6 Claim Reporting. Any failure to comply with the claim reporting provisions of the policies or any breach of a policy warranty shall not affect coverage afforded under the policy to protect the City.
- 2.7 Notice of Cancellation. Each certificate for each insurance policy required by the insurance provisions of this Contract shall provide the required coverage and shall not be suspended, voided, canceled, or reduced in



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coverage by endorsement to limits lower than those required by this Contract, except after prior written consent from the City. Notice will be sent as required herein.

- 2.8 Additional Insureds. The Commercial General Liability and Business Automobile Liability policies shall contain or be endorsed to contain the following provision: “The City of Goodyear and its elected and appointed boards, officers, officials, agents, employees, and volunteers are additional insureds with respect to liability arising out of, or related to, activities performed by or on behalf of the Contractor pursuant to its contract with the City; products and completed operations of the Contractor; premises owned, occupied or used by the Contractor; automobiles owned, leased, hired, or borrowed by the Contractor.”
- 2.8.1 Additional Insured – Goodyear Ballpark and Recreational Complex. Any Contracts addressing, or related to, the Goodyear Ballpark and Recreational Complex shall also identify the Cleveland Indians Baseball Company, and the Cincinnati Reds, LLC as additional insured and endorse the same.
- 2.9 Primacy of Coverage. Contractor’s insurance shall apply separately to each insured against whom claim is made or suit is brought, except with respects to the limits of insurer’s liability. Contractor’s policy shall be primary and non-contributory.
- 2.10 Certificates of Insurance/Endorsements. Contractor shall provide City with Certificates of Insurance and proper additional insured endorsements as required by this Contract and as described above, in a form and content approved by City, prior to performing any services under this Contract. The Certificates of Insurance shall be attached hereto and incorporated hereby by this reference.
- 2.11 No Representation of Coverage Adequacy. The insurance requirements herein are *minimum requirements*. The City in no way warrants that the minimum requirements are sufficient to protect Contractor from liabilities that might arise out of the performance of the Work under this Contract by Contractor, and the Contractor is free to purchase additional insurance. Any insurance coverage carried by the City or its employees is excess coverage and not contributory coverage to that provided by the Contractor. The amount and type of insurance coverage requirements set forth herein shall in no way be construed as limiting the scope of the indemnification obligations under this Contract.
- 2.12 Non-Waiver. The City reserves the right to review any and all insurance policies and/or an endorsement required by this Contract, but has no obligation to do so. Failure to identify any insurance deficiency shall not relieve the Contractor from, nor be construed or deemed a waiver of its obligation to maintain the required insurance at all times during the performance of this Contract. Any failure of Contractor to comply with the reporting provisions of the policies shall not affect coverage provided to the City, its officers, officials, agents, employees and volunteers.
- 2.13 Notice of Cancellation. Each certificate for each insurance policy required by this Section shall provide the required coverage and shall not be suspended, voided, canceled, reduced in coverage by endorsement to limits lower than those required by this Contract except after prior written consent from the City.
- 2.14 Claim Reporting. Any failure to comply with the claim reporting provisions of the policies or any breach of a policy warranty shall not affect coverage afforded under the policy to protect the City.



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- 2.15 Other Contractors or Vendors. Contractor shall ensure its subcontractors and any vendors that may be contracted with in connection with the Project procure and maintain insurance coverage as is appropriate for their particular contract and properly endorse the City as required in this Section 9.

END OF SPECIAL TERMS AND CONDITIONS



CITY OF GOODYEAR

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Scope of Work

1. INTRODUCTION

- 1.1 It is the intent of the City of Goodyear (“City”) to establish a term contract for the purchase of residential and commercial water meters, meter reading equipment and replacement parts on an “as needed, if needed” basis.
- 1.2 The resulting agreement shall provide for all materials in this contract. Unit pricing shall include the cost of freight and any other associated direct or indirect costs, except taxes.
- 1.3 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.
- 1.4 The water meters listed herein are approved meters; no substitutions are authorized.

2. GENERAL SPECIFICATIONS

- 2.1 The City has a large installed base of water meters. Replacement meters and parts are needed on an “as needed, if needed” basis to maintain inventory.
- 2.2 The quantities referenced on the Fee Schedule, are the City’s best estimates. Estimated quantities do not obligate the City to order more than the City’s actual requirements and are subject to availability of appropriated funds.
- 2.3 Contractor shall provide a discount off of manufacturer’s list price from current catalog or price book for the purchase of parts on an “as needed, if needed” basis.
- 2.4 Contractor shall provide current literature (specification sheet, etc.) describing each meter they propose including any manufacturer warranties, guarantees and exchange programs. Failure to comply with this requirement may result in rejection of bid.
- 2.5 The City may test meters received from the contracted supplier. The City reserves the right to return all meters delivered at the expense of the Contractor in the event the Contractors’ inventory does not perform according to the documents set forth in this bid.
- 2.6 Meters may be ordered in quantities varying from one (1) through one hundred (100).
- 2.7 All meter deliveries must be sent to: 5424 S. 157th Avenue, Goodyear, AZ 85338.



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Scope of Work

3. TECHNICAL SPECIFICATIONS

- 3.1 Meter sizes shall be ¾" x ¾", 1", 1.5", 2", 4", 6", and 8".
- 3.2 All meters shall confirm to the latest revision of the AWWA standard C-700, C-800, NSF/ANSI Standard 61 Annex F & G and Federal law except as herein amended. Meters shall register reading in gallons.
- 3.3 The manufacturer's serial number shall also be imprinted on the outer case of all meters.
- 3.4 The manufacturer/model numbers have been pre-approved for this solicitation. No other models will be accepted:
 - 3.4.1 Sensus Meters
 - iPearl series
 - accuStream series
 - OMNI series
 - SRII series
 - "W" Fire Hydrant series
 - accuMag series
 - 3.4.2 Neptune
 - T-10 ED2 PD series
 - ET4 HP Turbine Series
 - EC3 TRUFLOW Compound Series
 - Neptune Fire Hydrant Meter Series
- 3.5 Registers
 - 3.5.1 All registers shall read in gallons. Register lens shall be made of glass and shall resist breakage under normal working conditions. Registers shall have data logging capabilities. All registers shall contain a low flow leak detector indicator. Registers must be secured in an acceptable tamper-proof manner. The City will purchase one of two types of registers'. Direct Read register or Encoded register.
- 3.6 AMR Devices
 - 3.6.1 The City may purchase encoded registers that successfully interface with the following end points and meter reading software:
 - 3.6.1.1 Sensus:
 - 520R Pit MXU with TouchCoupler, 1Port
 - 520R Pit MXU with TouchCoupler, 2Port
 - 520M Pit MXU with TouchCoupler, 1Port
 - 520M Pit MXU with TouchCoupler, 2Port
 - AutoVu Software



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Scope of Work

AutoRead Software

- 3.6.1.2 Neptune:
R900i E-Coder register
N_Sight Software

3.7 Guarantees and Exchange Programs

3.7.1 Guarantees and exchange programs are a critical consideration in the overall cost of purchasing and operating a water meter. Contractor is requested to supply their current guarantees, parts list, and exchange programs for those products supplied. Guarantees and exchange programs must be part of the manufacturer's national policy and should not be unique to this bid. The following standards are the minimum acceptable by the City.

3.7.1.1 AWWA new meter standards for one-year. AWWA repaired meter standard for the following 14-years.

3.7.1.2 Guaranteed for one-year for materials and workmanship.

3.9 Training

3.9.1 Contractor shall provide hands-on training on meter repair and calibration within six-months of award.

END OF SCOPE OF WORK



CITY OF GOODYEAR

Fee Schedule

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Prices offered shall not include applicable state and local taxes. The City will pay all applicable taxes. **For the purposes of determining the lowest cost, the City will not take tax into consideration.**

Taxes must be listed as a separate item on all invoices. Applicable tax rate: 7.8% %

ITEM NO.	ESTIMATED QUANTITY	UNIT OF MEASURE	DESCRIPTION	UNIT PRICE	EXTENDED PRICE
GROUP A – Residential Water Meters					
A-1	500	Each	¾" SRII TR/PL, SHORT, 1000G, BrzBtm, BrzBnt, L/PL Manufacturer: Neptune Product No.: T-10 w/ Touch Coupler	\$130.00	\$65,000.00
A-2	300	Each	1" SRII TR/PL, BrzBtm, BrzBnt, L/PLS Manufacturer: Neptune Product No.: T-10 w/ Touch Coupler	\$162.00	\$48,600.00
A-3	500	Each	¾" SRII TR/PL, SHORT, 1000G, BrzBtm, BrzBnt, L/PL, EBII Manufacturer: Neptune Product No.: T-10 w/ Touch Coupler	\$130.00	\$65,000.00
A-4	300	Each	1" SRII TR/PL, BrzBtm, BrzBnt, L/PLS Manufacturer: Neptune Product No.: T-10 w/ Touch Coupler	\$162.00	\$48,600.00
A-5	500	Each	¾" iPERL TR/PL, SHORT, 1000G, L/PL Manufacturer: Neptune Product No.: T10 W/ Touch Coupler	\$130.00	\$65,000.00
A-6	300	Each	1" iPERL TR/PL, 1000G, L/PL Manufacturer: Neptune Product No.: T10 W/ Touch Couplers	\$162.00	\$48,600.00
A-7	500	Each	¾" accuSTREAM TR/PL, SHORT, 1000G, L/PL Manufacturer: Neptune Product No.: T10 W/ Touch Coupler	\$130.00	\$65,000.00
A-8	300	Each	1" accuSTREAM TR/PL, 1000G, L/PL Manufacturer: Neptune Product No.: T10 w/Touch Coupler	\$162.00	\$48,600.00



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ITEM NO.	ESTIMATED QUANTITY	UNIT OF MEASURE	DESCRIPTION	UNIT PRICE	EXTENDED PRICE
A-9	50	Each	1 1/2" OMNI R2 TR/PL, 1000G, L/PL Adpt Manufacturer: <u>Neptune</u> Product No.: <u>T-10 Touch Coupler</u>	\$320.00	\$16,000.00
A-10	50	Each	2" OMNI R2 TR/PL, 1000G, L/PL Adpt Manufacturer: <u>Neptune</u> Product No.: <u>Touch Coupler T-10</u>	\$425.00	\$21,250.00
A-11	50	Each	2" OMNI R2 TR/PL, 1000G, L/PL Adpt, 10" Lay Length Manufacturer: <u>Neptune</u> Product No.: <u>T-10 w/ Touch Coupler</u>	\$425.00	\$21,250.00
SUBTOTAL GROUP A					\$512,900.00
GROUP B – Turbine Water Meters with Strainers					
B-1	50	Each	1 1/2" Omni T2, Intgrl Strainer, TR/PL, L/HSG, Pulse Output & Test Outlet Manufacturer: <u>Neptune</u> Product No.: <u>HP Turbine Touch Coupler</u>	\$780.00	\$39,000.00
B-2	50	Each	2" Omni T2, Intgrl Strainer, TR/PL, L/HSG, Pulse Output & Test Outlet Manufacturer: <u>Neptune</u> Product No.: <u>HP Turbine Touch Coupler</u>	\$780.00	\$39,000.00
B-3	10	Each	2" Omni T2, Intgrl Strainer, TR/PL, L/HSG, Pulse Output 10" Lay Length Manufacturer: <u>Neptune</u> Product No.: <u>HP Turbine Touch Coupler</u>	\$780.00	\$7,800.00
B-4	10	Each	3" Omni T2, Intgrl Strainer, TR/PL, L/HSG, Pulse Output & Test Outlet Manufacturer: <u>Neptune</u> Product No.: <u>HP Turbine Touch Coupler</u>	\$1380.00	\$13,800.00
B-5	10	Each	4" Omni T2, Intgrl Strainer, TR/PL, L/HSG, Pulse Output & Test Outlet Manufacturer: <u>Neptune</u> Product No.: <u>HP Turbine Touch Coupler</u>	\$1965.00	\$19,650.00



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Fee Schedule

ITEM NO.	ESTIMATED QUANTITY	UNIT OF MEASURE	DESCRIPTION	UNIT PRICE	EXTENDED PRICE
B-6	10	Each	6" Omni T2, Intgrl Strainer, TR/PL, L/HSG, Pulse Output & Test Outlet Manufacturer: <u>Neptune</u> Product No.: <u>HP Turbine Touch Coupler</u>	\$3440.00	\$34,400.00
B-7	10	Each	8" Omni T2, Intgrl Strainer, TR/PL, L/HSG, Pulse Output & Test Outlet Manufacturer: <u>Neptune</u> Product No.: <u>HP Turbine Touch Coupler</u>	\$5220.00	\$52,200.00
SUBTOTAL GROUP B					\$ 205,850.00
GROUP C – Compound Water Meters with Strainer					
C-1	10	Each	2" Omni C2, Intgrl Strainer, TR/PL, L/HSG, Pulse Output & Test Outlet Manufacturer: <u>Neptune</u> Product No.: <u>Tru/Flo w/ Touch Coupler</u>	\$1230.00	\$12,300.00
C-2	10	Each	3" Omni C2, Intgrl Strainer, TR/PL, L/HSG, Pulse Output & Test Outlet Manufacturer: <u>Neptune</u> Product No.: <u>Tru/Flo w/ Touch Coupler</u>	\$2240.00	\$22,400.00
C-3	10	Each	4" Omni C2, Intgrl Strainer, TR/PL, L/HSG, Pulse Output & Test Outlet Manufacturer: <u>Neptune</u> Product No.: <u>Tru/Flo w/ Touch Coupler</u>	\$2615.00	\$26,150.00
C-4	10	Each	6" Omni C2, Intgrl Strainer, TR/PL, L/HSG, Pulse Output & Test Outlet Manufacturer: <u>Neptune</u> Product No.: <u>Tru/Flo w/ Touch Coupler</u>	\$4445.00	\$44,450.00
C-5	10	Each	8" Omni C2, Intgrl Strainer, TR/PL, L/HSG, Pulse Output & Test Outlet Manufacturer: <u>Neptune</u> Product No.: <u>Tru/Flo w/ Touch Coupler</u>	\$6075.00	\$60,750.00
C-6	1000	Each	520R PIT MXU, 1 PORT, TOUCHCOUPLER, INTERNAL Manufacturer: <u>Neptune</u> Product No.: <u>R900</u>	\$100.00	\$100,000.00



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ITEM NO.	ESTIMATED QUANTITY	UNIT OF MEASURE	DESCRIPTION	UNIT PRICE	EXTENDED PRICE
C-7	100	Each	520R PIT MXU, 2 PORT, TOUCHCOUPLER, INTERNAL Manufacturer: <u>Neptune</u> Product No.: <u>R900</u>	\$100.00	\$10,000.00
C-8	10	Each	3" SENSUS 125W HYDRANT METER, WITH INTEGRAL Manufacturer: <u>Neptune</u> Product No.: <u>FH Meter</u>	\$1020.00	\$10,200.00
C-9	500	Each	T10 3/4 SL BRZ 302 R900I PIT Manufacturer: _____ Product No.: _____		Removed per amendment 1
C-10	300	Each	T10 1 BRZ 302 R900I PIT USG Manufacturer: _____ Product No.: _____		Removed per amendment 1
C-11	50	Each	T10 1-1/2 OVAL R900I PIT USG Manufacturer: _____ Product No.: _____		Removed per amendment 1
C-12	50	Each	T10 2 OVAL R900I PIT USG MTR Manufacturer: _____ Product No.: _____		Removed per amendment 1
SUBTOTAL GROUP C					\$286,250.00
GROUP D – Turbine Meters with Strainer					
D-1	50	Each	ET4HRWG1S619 1.5 HP TURB Manufacturer: <u>Neptune</u> Product No.: <u>ET4H</u>	\$869.92	\$43,496.00
D-2	50	Each	ET4ARWG1S619 2 HP TURB Manufacturer: <u>Neptune</u> Product No.: <u>ET4A</u>	\$869.92	\$43,496.00
D-3	10	Each	ET4BRWG1S619 3 HP TURB Manufacturer: <u>Neptune</u> Product No.: <u>ET4B</u>	\$1500.15	\$15,001.50



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ITEM NO.	ESTIMATED QUANTITY	UNIT OF MEASURE	DESCRIPTION	UNIT PRICE	EXTENDED PRICE
D-4	10	Each	ET4CRWG1S619 4 HP TURB Manufacturer: <u>Neptune</u> Product No.: <u>ET4C</u>	\$2115.40	\$21,154.00
D-5	10	Each	ET4DRWG1S619 6 HP TURB Manufacturer: <u>Neptune</u> Product No.: <u>ET4D</u>	\$3634.80	\$36,348.00
D-6	5	Each	ET4ERWG1S619 8 HP TURB Manufacturer: <u>Neptune</u> Product No.: <u>ET4E</u>	\$5485.90	\$27,429.50
SUBTOTAL GROUP D					\$ 186,925.00
GROUP E – Compound Water Meters with Strainer					
E-1	10	Each	EC3BRWG1 2 T/F MTR (INTERNAL STRAINER) Manufacturer: <u>Neptune</u> Product No.: <u>EC2A</u>	\$1416.70	\$14,167.00
E-2	10	Each	EC3BRWG1S619 3 T/F MTR Manufacturer: <u>Neptune</u> Product No.: <u>EC3B</u>	\$2342.25	\$23,422.50
E-3	10	Each	EC3CRWG1S619 4 T/F MTR Manufacturer: <u>Neptune</u> Product No.: <u>EC3C</u>	\$3064.50	\$30,645.00
E-4	10	Each	EC3DRWG1S619 6 T/F MTR Manufacturer: <u>Neptune</u> Product No.: <u>EC3D</u>	\$4947.70	\$49,477.00
E-5	10	Each	EC3ERWG1S619 6X8 T/F Manufacturer: <u>Neptune</u> Product No.: <u>EC3E</u>	\$7221.45	\$72,214.50
SUBTOTAL GROUP E					\$ 189,926.00



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ITEM NO.	ESTIMATED QUANTITY	UNIT OF MEASURE	DESCRIPTION	UNIT PRICE	EXTENDED PRICE
GROUP F – FH Meters					
F-1	10	Each	NEP FIRE HYD MTR GOODYEAR RECLAIM Manufacturer: Neptune Product No.: ET2B	\$1020.00	\$10,200.00
F-2	10	Each	NEP FIRE HYD MTR GOODYEAR ENDS Manufacturer: Neptune Product No.: ET2B	\$1020.00	\$10,200.00
			SUBTOTAL GROUP F		\$ 20,400.00
SUBTOTAL ITEMS A-F				Removed per amendment 1 and replaced.	Cost
				Subtotal of Group A	\$
				Subtotal of Group B	\$
				Subtotal of Group C	\$
				Subtotal of Group D	\$
				Subtotal of Group E	\$
				Subtotal of Group F	\$
				Total Cost of Group A-F	\$

If contractor has current catalog or price book for replacement parts and accessories, Contractor shall provide a discount off of manufacturer's list price and submit the catalog or price book with offer.

Discount off of Manufacturer's List Price 25 %

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.

1. Delivery:

Bidder states that the item(s) will be delivered within 7 calendar days after receipt of order. This delivery schedule shall include any time for shipping.



Neptune Water Meters
E-Coder R900i

<u>ITEM DESCRIPTION</u>	<u>Price</u>
PD WATER METERS	
T10 3/4 SL BRZ 302 R900i PIT	\$213.75
T10 1 BRZ 302 R900i PIT USG	\$254.67
T10 1-1/2 OVAL R900i PIT USG	\$376.85
T10 2 OVAL R900i PIT USG MTR	\$488.70
TURBINE METERS W/STRAINER	
ET4HRWG1S619 1.5 HPTURB	\$869.92
ET4ARWG1S619 2 HP TURB	\$869.92
ET4BRWG1S619 3 HP TURB	\$1,500.15
ET4CRWG1S619 4 HP TURB	\$2,115.40
ET4DRWG1S619 6 HP TURB	\$3,634.80
ET4ERWG1S619 8 HP TURB	\$5,485.90
COMPOUND WATER METERS W/STRAINER	
EC3BRWG1 2 T/F MTR (INTERNAL STRAINER)	\$1,416.70
EC3BRWG1S619 3 T/F MTR	\$2,342.25
EC3CRWG1S619 4 T/F MTR	\$3,064.50
EC3DRWG1S619 6 T/F MTR	\$4,947.70
EC3ERWG1S619 6X8 T/F	\$7,221.45
FH METERS	
NEP F.HYD MTR GOODYEAR RECLAIM	\$1,020.00
NEP FIRE HYD MTR GOODYEAR ENDS	\$1,020.00

Additional Pricing

Product

MRX 920 Mobile Collector	\$6,500.00
Trimble Nomad Complete 900B	\$2,625.00
Trimble Nomad Complete 900LE	\$4,125.00
Trimble Ranger Complete	\$8,250.00
Bluetooth Belt Clip	\$2,180.00
Training (3 day on site)	\$2,000.00
R900 Pit Unit	\$100.00
R900i Register (all sizes)	\$157.50
Meter Installation 5/8 - 1" w Data transfer	\$37.00
Meter testing (2" and larger)	\$285.00
Labor per hour	\$85.00
Discount off Neptune List price	25%

	Solicitation Amendment No. 1	Office of Procurement 190 N. Litchfield Road P.O. Box 5100 Goodyear, AZ 85338 Phone: 623-882-7845
	Solicitation No. 16-3378 Solicitation Due Date: October 8, 2015 Time: 3:00 pm	

Water Meters

Solicitation Amendment No. 1 is hereby issued based on questioned received:

1. Question: Page 3, section 1, item I: The City is requesting a CD-ROM with a copy of the proposal. Would it be possible to substitute a USB thumb drive?
Response: Yes. A USB drive is acceptable.

2. Question: Page 4, section 5: DESCRIPTIVE LITERATURE: Will the City accept this in electronic format such as a USB thumb drive?
Response: Yes.

3. Question: Page 31, items C-9 through C-12: Items C9-C12 are Neptune positive displacement water meters but they are included in Group C – Compound Meters with Strainer [Sensus]. Should these items be in their own group?
Response: Yes. Remove Items C-9 through C-12 from Group C.

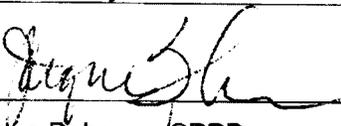
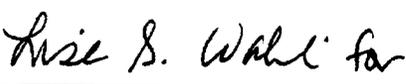
4. Question: Would it be possible to provide a copy of the pricing of the current contract of the Sensus items.
Response: Request for incumbent pricing is available via public records request.
<http://goodyearaz.gov/government/departments-divisions-a-z/city-clerk-s-office/public-records-request>

Clarification: Adding Group G to include items mentioned above in question 3.

ADD: Fee Schedule, Group G – Neptune PD, and Fee Schedule, Subtotal Page. All other pages in the Fee Schedule remain as written.

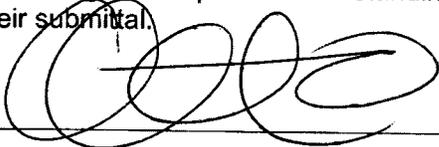
No other terms, conditions, or performance standards written or implied are changed.

Procurement Specialist: Victoria Jackson, CPPB

City of Goodyear	Approved as to form
By:  9/23/15	By: 
Jacquie Behrens, CPPB	Roric Massey, City Attorney

Acknowledgement by Contractor

Contractor hereby acknowledges receipt and understanding of the above amendment. Contractor shall sign and return with their submittal.

Contractor Signature: 

Date: 09/29/15



Solicitation Amendment No. 1

Office of Procurement
 190 N. Litchfield Road
 P.O. Box 5100
 Goodyear, AZ 85338
 Phone: 623-882-7845

Solicitation No. 16-3378

Solicitation Due Date: October 8, 2015 Time: 3:00 pm

ITEM NO.	ESTIMATED QUANTITY	UNIT OF MEASURE	DESCRIPTION	UNIT PRICE	EXTENDED PRICE
GROUP G Neptune PD					
G-1	500	Each	T10 3/4 SL BRZ 302 R900I PIT Manufacturer: <u>Neptune</u> Product No.: <u>ED2D</u>	\$213.76	\$106,880.00
G-2	300	Each	T10 1 BRZ 302 R900I PIT USG Manufacturer: <u>Neptune</u> Product No.: <u>ED2F</u>	\$254.67	\$76,401.00
G-3	50	Each	T10 1-1/2 OVAL R900I PIT USG Manufacturer: <u>Neptune</u> Product No.: <u>ED2H</u>	\$376.65	\$18,832.50
G-4	50	Each	T10 2 OVAL R900I PIT USG MTR Manufacturer: <u>Neptune</u> Product No.: <u>ED2J</u>	\$499.70	\$24,985.00
SUBTOTAL GROUP G					\$ 227,098.50



Solicitation Amendment No. 1

Solicitation No. 16-3378
Solicitation Due Date: October 8, 2015 Time: 3:00 pm

Office of Procurement
190 N. Litchfield Road
P.O. Box 5100
Goodyear, AZ 85338
Phone: 623-882-7845

SUBTOTAL ITEMS A-F	Cost
Subtotal of Group A	\$ 512,900.00
Subtotal of Group B	\$ 205,850.00
Subtotal of Group C	\$ 286,250.00
Subtotal of Group D	\$ 186,925.00
Subtotal of Group E	\$ 189,926.00
Subtotal of Group F	\$ 20,400.00
Subtotal of Group G	\$ 227,098.00
Total Cost of Group A-G	\$ 1,629,349.00

If contractor has current catalog or price book for replacement parts and accessories, Contractor shall provide a discount off of manufacturer's list price and submit the catalog or price book with offer.

Discount off of Manufacturer's List Price 25 %

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.

1. Delivery:

Bidder states that the item(s) will be delivered within 7 calendar days after receipt of order. This delivery schedule shall include any time for shipping.



R900® BELT CLIP TRANSCEIVER



AUTOMATE MEASUREMENT TO ACTIVATE OPERATIONAL EFFICIENCY

Neptune's R900® System was designed to streamline and automate processes for your water utility, regardless of the meter reading method you choose – walk-by, mobile, or fixed network. As part of this system, our R900® Belt Clip Transceiver (R900 BCT) can help your personnel be more efficient in their jobs. The R900 BCT's two-way communications to the R900® MIU eliminate meter access issues and speed up retrieval of valuable data logging information – up to 96 days of historical hourly consumption data from an individual account. In addition, its exceptional radio frequency (RF) throughput reduces meter reading time, especially in high-density environments. Field personnel can even read R900s while performing maintenance or other tasks when taking advantage of the R900 BCT's unattended operations mode. These automated features ensure you collect accurate data that can be turned into meaningful information – to help improve accuracy, identify hidden causes of loss, and optimize the efficiency of your operations.

MOVE AHEAD WITH BACKWARD COMPATIBILITY AND FORWARD INNOVATION

The R900 BCT, as with the rest of Neptune's R900 System, works with past generations of equipment while remaining flexible to incorporate innovations as needed. The R900 BCT maintains support to read previous generations of R900 MIUs yet introduces powerful software-defined radio (SDR) technology to support the new advanced two-way features of the R900 System. Phase in new features and equipment at your own pace, confident in the knowledge that Neptune will support your future needs without leaving you with stranded assets.

PRESENT CONSUMPTION DATA IN THE FIELD FOR PROACTIVE CUSTOMER SERVICE

Simplified access to critical information means your utility can provide even more proactive customer service. Pairing the R900 BCT with a handheld device or a personal Android device running Neptune's NGO™ app, your personnel can maximize their efficiency in the field, with the flexibility to perform impromptu service calls and address customer service issues on-site without a separate truck roll. With the data literally in hand, they can share data logging graph information with homeowners. This on-the-spot, on-site presentation of how much water they used and when, helps head off customer complaints regarding high water bills, reduce delinquencies, and avoid write-offs.

KEY BENEFITS

- Increases meter reading efficiency
 - Increased RF throughput capabilities which reduce reading time in high-density R900 environments
 - Two-way communications to R900 MIU which reduces time required to retrieve data logging information
 - Unattended operations mode allows utility personnel to read R900s while performing other non-meter-reading-related job functions
- No stranded assets
 - Compatible with all generations of R900 MIUs
 - Probe compatibility with Advantage and Pocket ProReader
 - Connects via bluetooth to CE5320B, Trimble Nomad, and Trimble Ranger 3
 - Software-defined radio technology enables the R900 BCT to be updated for compatibility with future products
- Analyze data at the source with Android phone or tablet via NGO app
 - Test-read R900s in the field or before installation to obtain reading and E-Coder® flag events
 - Retrieve 96 days of hourly interval data logging information
 - View graph of data logging intervals in the field
 - Share data logging graph information with homeowner to address high bill complaints

SPECIFICATIONS

- Communication: Bluetooth 2.1 and USB
- Handheld Software Compatibility: N_SIGHT™ version 4.6 or later (N_SIGHT version 5.0 or later is required for new two-way features of the R900 System)
- Handheld Compatibility: Trimble Nomad 900B, Trimble Nomad 900LE, Trimble Ranger 3, and DAP CE5320B

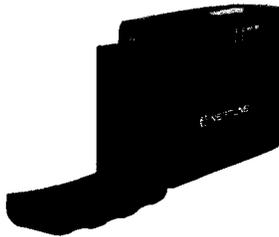
MODE OVERVIEW

	Normal	Unattended Operations	USB Mass Storage
Bluetooth Pairing to Handheld	Required	No	No. Used only for firmware updates and transfer of data via USB from SD card to N_SIGHT™ R900® host PC
Trimble Nomad 900B and 900LE Compatible	Yes	No	
DAP CE5320B Compatible	Yes	No	
Android App Compatible	Yes*	No	
R900 Compatible	Yes	Yes	
Advantage / Pocket ProReader Compatible	Yes	No	
Data Logging Compatible	Yes	No	
SD Card Data Storage	Yes	Yes	

*Advantage/Pocket ProReader and data logging not supported in Android NGO™ app.



Bluetooth, RF Status, Mode, and Battery LEDs



Battery Door



Power, Mode, and Enter Button



SD Card and USB Port Door

SPECIFICATIONS

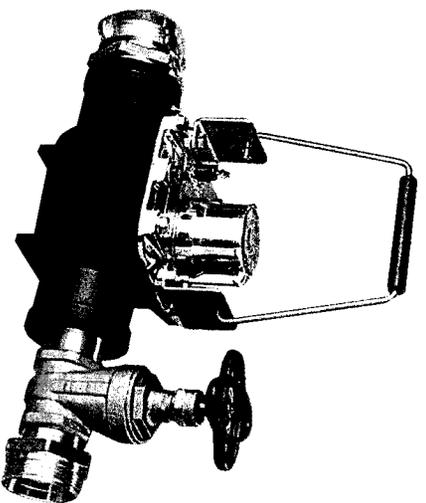
- Memory: 4GB SD card
- Indicators: Four LEDs identify Bluetooth communication, RF status, mode status, and battery status
- Power Supply
 - Rechargeable lithium ion battery pack — 5000 mAh capacity
 - Field replaceable
- Dimensions
 - Height: 3.58" (9.1 cm)
 - Width: 1.66" (4.22 cm)
 - Length: 5.75" (14.6 cm)
- Weight: 1.1 lbs. (499g) including rechargeable battery
- Temperature Range
 - Operating: -4°F to +122°F (-20°C to +50°C)
 - Storage: -40°F to +185°F (-40°C to +85°C)
- Environmental: Tested to MIL-STD-810F and IP67
- Receiver Channels: 50
- Number of Simultaneous Channels: 8
- Approvals
 - FCC Class B
 - IC
- Accessories
 - Spare battery
 - Spare battery charger
 - Belt clip
 - SD card
 - 12V USB vehicle power cable
- Warranty
 - One-year comprehensive warranty
 - Hardware maintenance contracts available

Neptune Technology Group Inc.
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Colonia Polanco V Sección
C.P. 11560
Delegación, Miguel Hidalgo
Mexico D.F.
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(525) 5203-5294
Fax: (525) 5203-6503





Fire Hydrant Parts List

FIRE HYDRANT PARTS LIST

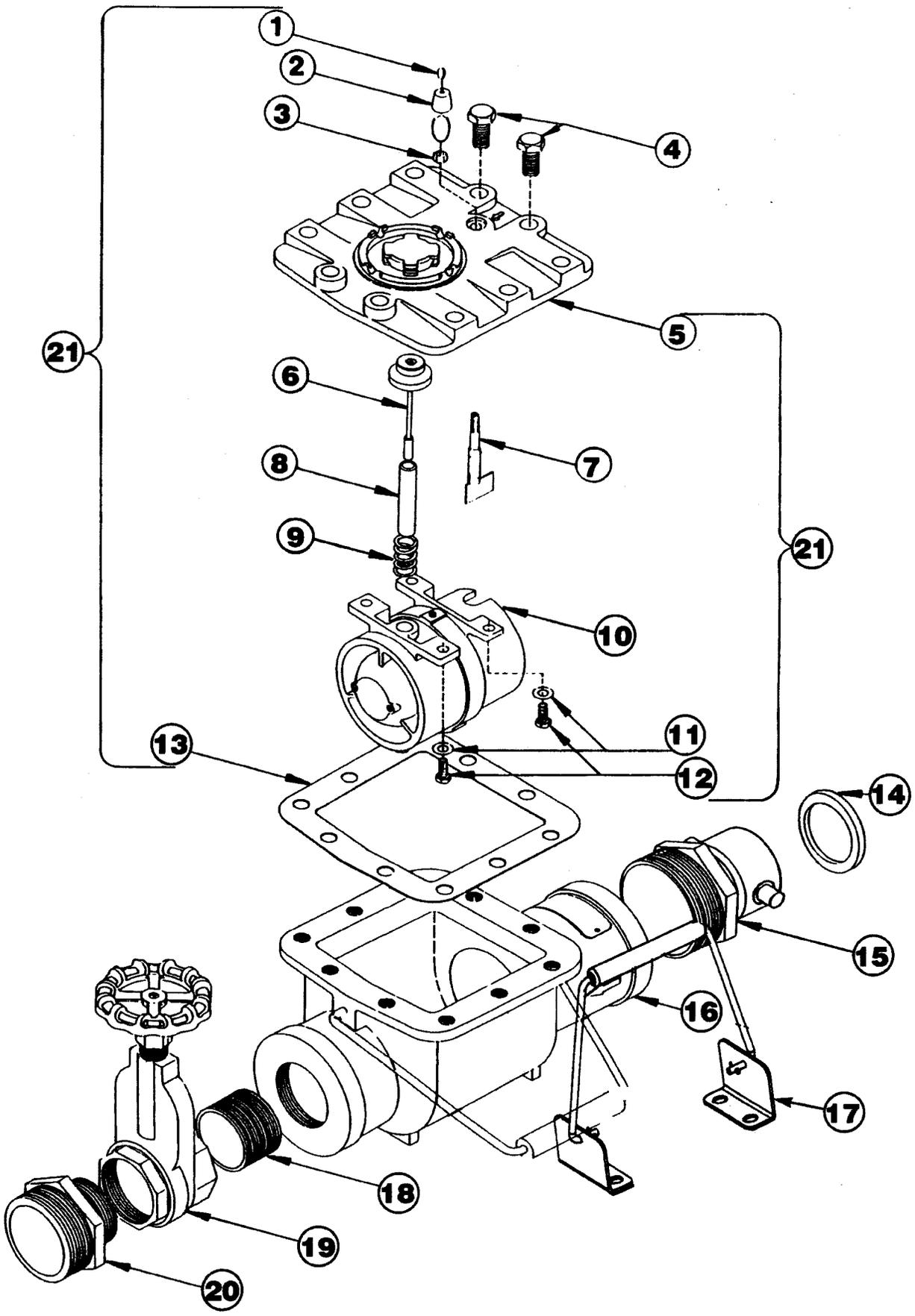


ABB® UTILITY MANAGEMENT SYSTEMS™

FIRE HYDRANT METER

ITEM	DESCRIPTION	PART NUMBER	QUANTITY
1	16" Seal Wire with Lead Seal	41110-501	1
2	Seal Cap	11098-001	1
3	Calibration Nut	8545-417	1
4	Maincase Bolts	8329-405	10
5	Cover	9639-104	1
6	Drive Spindle Assembly	9485-001	1
7	Calibration Vane Assembly	11097-200	1
8	Drive Sleeve	9484-006	1
9	Compression Spring	N/A	N/A
10	Measuring Chamber Assembly	9439-001SP00	1
11	Washer	8568-012	4
12	Bolts	8329-007	4
13	Maincase Gasket	8341-304	1
*14	Gasket	8340-029	1
15	Fire Hose Coupling Assembly	9631-002	1
16	Maincase	9630-002	1
17	Bracket/Handle Assembly	12163-000	1
18	Nipple	8314-701	1
19	Gate Valve	8368-011	1
20	Outlet Nipple	N/A	1
21	Cover Assembly	9482-003	1

*Item #14 is included in assembly.



(Kit Includes: Register, Gasket, Cover, and Rotor Assembly)

REGISTRATION	KIT NUMBER	REGISTER COMPLETE*	ROLL-SEALED REGISTER ASSEMBLY
10 cu. ft.	9600-101	R83F8	9107-422
100 U.S. gal.	9600-201	R83G8	9107-421
1 M ³	9600-501	R83M8	9107-423

*When ordering registers, you must include change gear combination or four-digit register code on dial face.

Neptune engages in ongoing research and development to improve and enhance its products. Therefore, Neptune reserves the right to change product or system specifications without notice.

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Delegación Miguel Hidalgo
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Fax: (525) 55203 6503



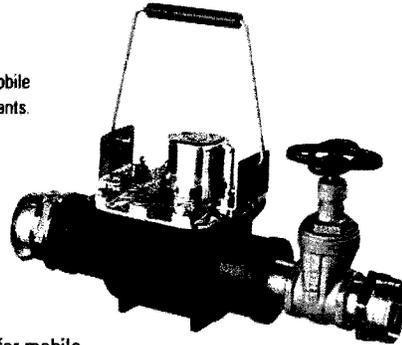


FIRE HYDRANT METER

Size: 3"



The Fire Hydrant water meter is designed for mobile use in metering flows from fire hydrants.



The Fire Hydrant water meter is designed for mobile use in metering flows from fire hydrants. The meter measures a wide flow range to maximize revenue. It meets or exceeds the latest performance requirements of AWWA. Maximum flow rates may be exceeded by 25% for intermittent flows.

CONSTRUCTION

The Fire Hydrant water meter consists of a lightweight, aluminum maincase fitted with a 2" gate valve, a turbine measuring element, and a roll-sealed register.

The aluminum maincase is Ryton® coated for corrosion resistance and is lightweight, compact, and easy to handle. This meter features a unique "balanced handle" which makes carrying and installing it easier than any other fire hydrant meter on the market. A 2" gate valve enables the user to regulate the water flow without opening and closing the fire hydrant.

The Unitized Measuring Element (UME) allows for quick and easy interchangeability. Exclusive dual graphite bearings provide equalized rotor loading for accuracy over a broad flow range. The thrust-compensated rotor configuration relieves pressure on the thrust bearings which minimizes wear and provides sustained accuracy over an extended operating life. A tamper-resistant, stainless steel calibration vane allows recalibration of the UME to lengthen service life and to ensure accurate registration.

The roll-sealed register eliminates leaking and fogging. Magnetic drive couples the register with the measuring element.

WARRANTY

Neptune provides a limited warranty with respect to its Fire Hydrant Meters for performance, materials and workmanship.

When desired, owner maintenance is easily accomplished by replacement of major components or a factory-calibrated UME.

KEY FEATURES

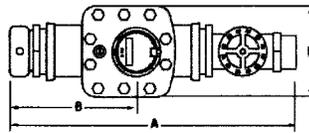
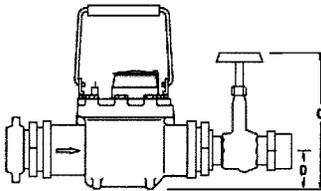
- Roll-Sealed Register
 - Permanently sealed, magnetic drive register assembly eliminates leaking and fogging
 - Locking register lid secures during transportation, protecting register lens
 - Glass lens ensures readability and scratch resistance
 - Tamperproof design prevents vandalism and allows in-service replacement of register
- Cast Aluminum Maincase
 - Ryton coating ensures maximum corrosion resistance
 - Lightweight material ensures easy handling
 - Single, balanced carrying handle provides for easy, one-person installation
 - 2" gate valve allows safe pressurization of measuring element and regulation of water flow
- Turbine Measuring Element
 - Wide flow ranges at 98.5%-101.5% accuracy ensure maximized revenues
 - Direct coupling of rotor to gear train ensures accurate registration
 - UME makes maintenance easier and faster
 - Stainless steel calibration vane ensures accurate registration and makes calibration easier

OPERATING CHARACTERISTICS

Meter Size	Normal Operating Range @100% Accuracy (±1.5%)	AWWA Standard	Low Flow @ 95% Accuracy
3"	5 to 450 US gpm 1.14 to 102.2 m ³ /h	560 US gpm 127.2 m ³ /h	8 to 350 US gpm 1.8 to 79.5 m ³ /h

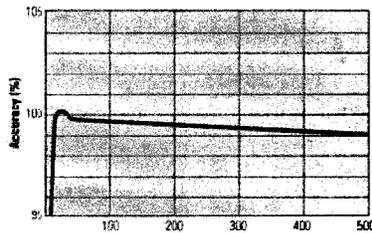
DIMENSIONS

3" Fire Hydrant Coupling	A inches	B inches	C inches	D inches	E inches	Weight lbs
Less Coupling	15 1/2"	7 1/2	11 1/2	2 7/8	7 1/2	23
With Coupling	19 1/4"	10	11 1/2	2 7/8	7 1/2	29



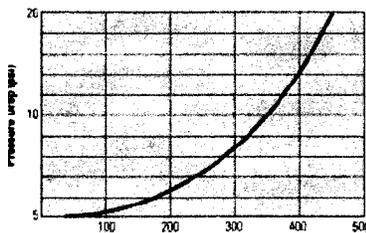
ACCURACY CHART

(Rate of Flow in Gallons per Minute)



PRESSURE LOSS CHART

(Rate of Flow in Gallons per Minute)



These charts show typical meter performance. Individual results may vary.

SPECIFICATIONS

- Application: cold water measurement of flow in one direction
- Maximum operating pressure: 150 psi
- Normal operation range: 5-450 gpm (at accuracy of 100 ± 1.5%)
- Register type:
 - Direct reading, center sweep, roll-sealed magnetic drive with low-flow indicator
 - Bronze box with locking cover
- Strainer: plastic
- Registration:
 - Per sweep hand revolution: 100 gallons, 10 cubic feet, 1 cubic metre
- Register capacity (six-wheel odometer):
 - 100,000,000 gallons,
 - 10,000,000 cubic feet,
 - 1,000,000 cubic metres
- Measuring element: AWWA Class II Turbine

OPTIONS

- Size: 2 1/2" outlet (with 2 1/2" gate valve)
- Check valve
- Strainer: stainless steel (internal)
- Orifice plate: sized for application
- Units of measure: U.S. gallons, cubic feet, cubic metres
- Connections:
 - Less coupling: 3" x 2" NPT
 - With coupling: 2" NH

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 **NEPTUNE**
TECHNOLOGY GROUP
neptunetg.com

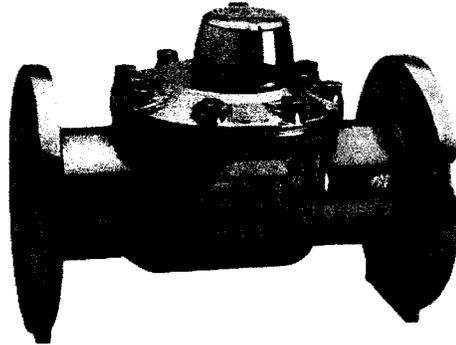


HIGH PERFORMANCE TURBINE METER

SIZES: 1-1/2", 2", 3", 4", 6", 8", and 10"



High Performance Turbine water meters offer some of the widest flow ranges of any turbine meters on the market.



HP Turbine water meters offer some of the widest flow ranges of any turbine meters on the market. All HP Turbine water meters meet or exceed the latest performance and accuracy requirements of AWWA C701 and maximum continuous flow rates may be exceeded by as much as 25% for intermittent periods.

CONSTRUCTION

Each HP Turbine consists of a rugged no-lead high copper alloy maincase, an AWWA Class II turbine measuring element, and a roll-sealed register.

The maincase is corrosion resistant, lightweight, and compact. Inlet and outlet connections are flanged. Strainers are available to prevent debris from entering the meter and to reduce the effects of uneven water flow due to upstream piping variations.

The Unitized Measuring Element (UME) allows for quick, easy, in-line interchangeability. Water volume is measured accurately at all flows by a specially designed assembly. The hydrodynamically balanced thrust compensated rotor relieves pressure on the thrust bearings to minimize wear and provide sustained accuracy over an extended operating life. Direct coupling of the rotor to the gear train eliminates revenue loss due to slippage during fast starts and line surges. A calibration vane allows in-field calibration of the UME to lengthen service life and to ensure accurate registration.

The roll-sealed register eliminates leaking and fogging. A magnetic drive couples the register with the measuring element.

APPLICATION

The HP Turbine water meter is designed for applications where flow rates are consistently moderate to high.

SYSTEMS COMPATIBILITY

Adaptability to all present and future systems for flexibility.

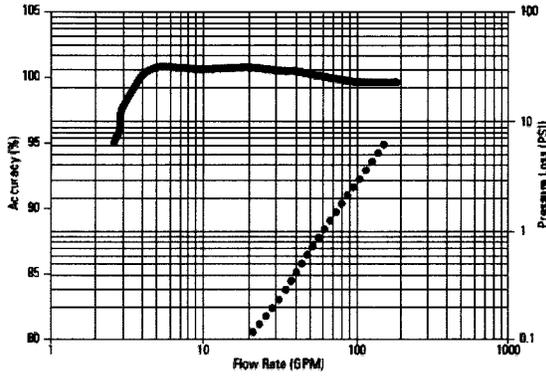
KEY FEATURES

- Roll-Sealed Register
 - Magnetic drive, low torque registration ensures accuracy
 - Impact-resistant register design with flat glass for readability
 - 1:1 ratio, low flow indicator identifies leaks
 - Bayonet mount allows in-line serviceability
 - Tamperproof seal pin deters theft
 - Date of manufacture, size, and model stamped on dial face
- No-Lead Maincase
 - Made from no-lead high copper alloy
 - ANSI/NSF 61 certified
 - Compact design is lightweight and easy to handle
 - Sturdy, durable, corrosion resistant
 - Resists internal pressure stresses and external damage
 - Residual value
- Turbine Measuring Element
 - Excellent low flow sensitivity and wide flow ranges available at 98.5%–101.5% accuracy
 - Direct coupling of rotor to gear train prevents slippage and ensures accurate registration
 - Interchangeable measuring element allows for in-line service
 - Hydrodynamically balanced rotor
 - Reusable O-ring gasket on 3" –10" sizes

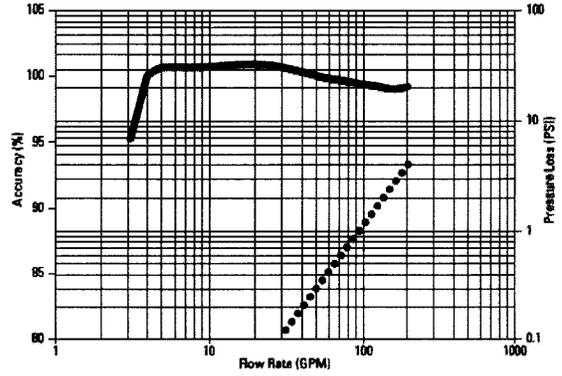
WARRANTY

Neptune provides a limited warranty with respect to its HP Turbine water meters for performance, materials, and workmanship. When desired, owner maintenance is easily accomplished by in-line replacement of major components.

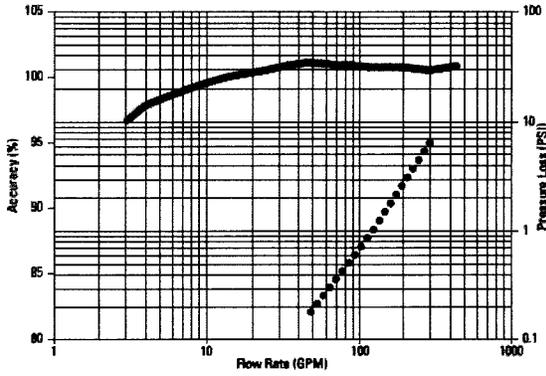
1-1/2" ACCURACY



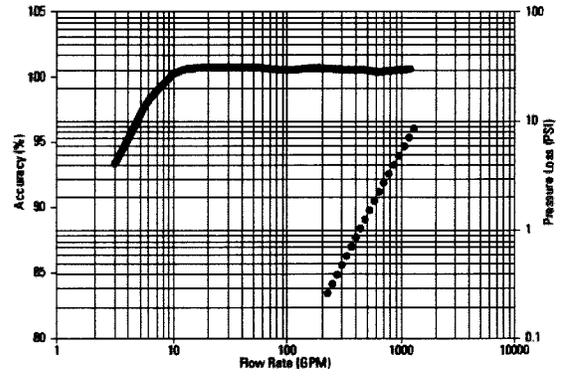
2" ACCURACY



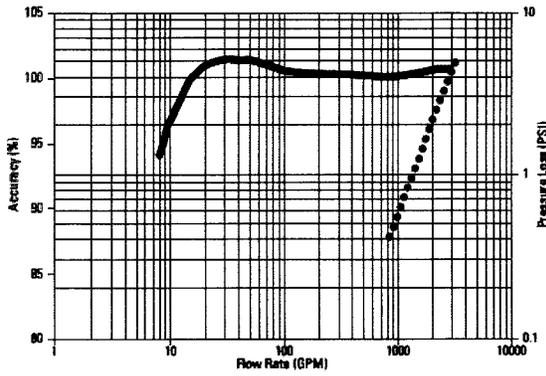
3" ACCURACY



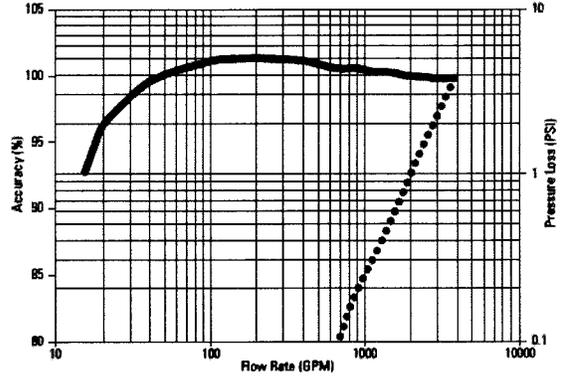
4" ACCURACY



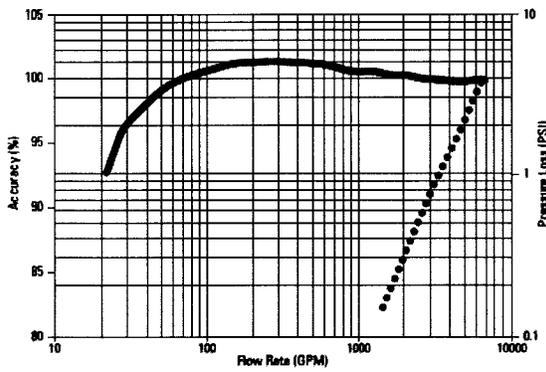
6" ACCURACY



8" ACCURACY



10" ACCURACY



— Accuracy
 Head Loss

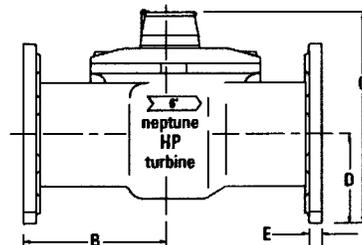
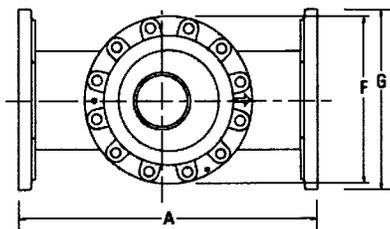
These charts show typical meter performance. Individual results may vary.

OPERATING CHARACTERISTICS

Meter Size	Normal Operating Range @100% Accuracy (±1.5%)	Maximum Intermittent Flow	AWWA Standard
1 1/2"	4 to 160 US gpm 0.91 to 36.3 m ³ /h	200 US gpm 45.4 m ³ /h	N/A
2"	4 to 200 US gpm 0.91 to 45.4 m ³ /h	250 US gpm 56.8 m ³ /h	4 to 160 US gpm 0.91 to 36.3 m ³ /h
3"	5 to 450 US gpm 1.14 to 102.2 m ³ /h	560 US gpm 127.2 m ³ /h	8 to 350 US gpm 1.8 to 79.5 m ³ /h
4"	10 to 1200 US gpm 2.27 to 272.5 m ³ /h	1500 US gpm 340.7 m ³ /h	15 to 630 US gpm 3.4 to 143.0 m ³ /h
6"	20 to 2500 US gpm 4.55 to 567.8 m ³ /h	3100 US gpm 704.1 m ³ /h	30 to 1400 US gpm 6.8 to 317.9 m ³ /h
8"	35 to 4000 US gpm 7.95 to 908.5 m ³ /h	5000 US gpm 1135.6 m ³ /h	50 to 2400 US gpm 11.4 to 545 m ³ /h
10"	50 to 6500 US gpm 11.36 to 1476.3 m ³ /h	8000 US gpm 1817 m ³ /h	75 to 3600 US gpm 17.0 to 863 m ³ /h

DIMENSIONS

Meter Size	A in./mm	B in./mm	C in./mm	D in./mm	E in./mm	F in./mm	G in./mm	Weight lbs/kg
1 1/2"	10 (254)	6 1/2 (165)	7 1/8 (181)	1 3/4 (44)	3/4 (19)	4 1/2 (114)	5 3/8 (137)	19 (8.6)
2"	10 (254)	6 1/2 (165)	7 5/8 (194)	2 1/8 (54)	13/16 (21)	4 1/2 (114)	5 3/8 (137)	20 (9.1)
3"	12 (305)	6 (152)	10 (254)	3 3/4 (95)	5/8 (16)	6 1/4 (159)	7 1/2 (191)	40 (18.1)
4"	14 (356)	6 1/2 (165)	10 7/8 (276)	4 1/2 (114)	3/4 (19)	8 1/8 (206)	9 (229)	52 (23.6)
6"	18 (457)	6 5/8 (219)	13 (330)	5 1/2 (140)	1 (25)	10 1/4 (260)	11 (279)	115 (52.2)
8"	20 (508)	9 5/8 (244)	15 1/2 (394)	6 3/4 (171)	1 1/8 (29)	10 1/4 (260)	13 1/2 (343)	195 (88.4)
10"	26 (660)	12 5/8 (321)	15 1/2 (394)	8 (203)	1 1/4 (32)	10 1/4 (260)	16 (406)	275 (124.7)



GUARANTEED SYSTEMS COMPATIBILITY

All HP Turbine water meters are guaranteed adaptable to our ARB®V, ProRead™ (ARB VI), E-Coder)R900i, E-Coder, TRICON®/S, TRICON/E3®, and Neptune meter reading systems without removing the meter from service.

REGISTRATION

Registration (per sweep hand revolution)		
	1 1/2", 2", 3", 4"	6", 8", 10"
1,000 US Gallons		3
1,000 Imperial Gallons		3
100 US Gallons	3	
100 Imperial Gallons	3	
100 Cubic Feet		3
10 Cubic Feet	3	
10 Cubic Metres		3
1 Cubic Metre	3	
Register Capacity (6-wheel odometer)		
	1 1/2", 2", 3", 4"	6", 8", 10"
1,000,000,000 US Gallons		3
1,000,000,000 Imperial Gallons		3
100,000,000 US Gallons	3	
100,000,000 Imperial Gallons	3	
100,000,000 Cubic Feet		3
10,000,000 Cubic Feet	3	
10,000,000 Cubic Metres		3
1,000,000 Cubic Metres	3	

SPECIFICATIONS

- Application: cold water measurement of flow in one direction
- Maximum operating pressure: 175 psi (1206 kPa)
- Maximum operating temperature: 80°F
- Register: direct reading, center sweep, roll-sealed, magnetic drive with low-flow indicator
- Measuring element: AWWA Class II Turbine, hydrodynamically balanced rotor

OPTIONS

- Sizes: 1 1/2", 2", 3", 4", 6", 8", 10"
- Units of measure: U.S. gallons, imperial gallons, cubic feet, cubic metres
- Register Types:
 - Direct reading: Bronze box and cover (standard)
 - Remote reading systems*: ARBV, ProRead, E-Coder)R900i, E-Coder, TRICON/S, TRICON/E3
 - Reclaim
- Companion flanges:
 - 1 1/2" and 2" (oval): bronze or cast iron
 - 3", 4", 6": bronze or cast iron
 - 8" and 10": cast iron
- Strainer:
 - 2"–6" ANSI/NSF 61 no-lead high copper alloy
 - 8"–10" ANSI/NSF 61 no-lead high copper alloy

** Consult factory for meter performance specifications when fitted with ARB.*

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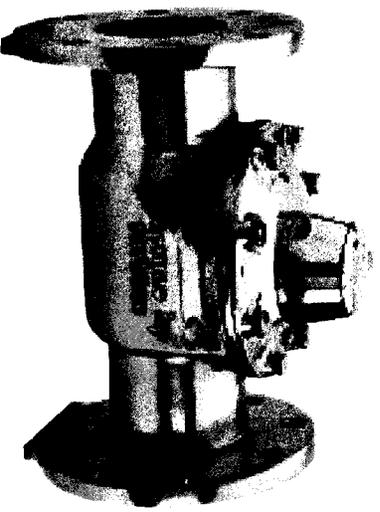
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ABB® UTILITY MANAGEMENT SYSTEMS™

High Performance (HP) Turbine Parts List



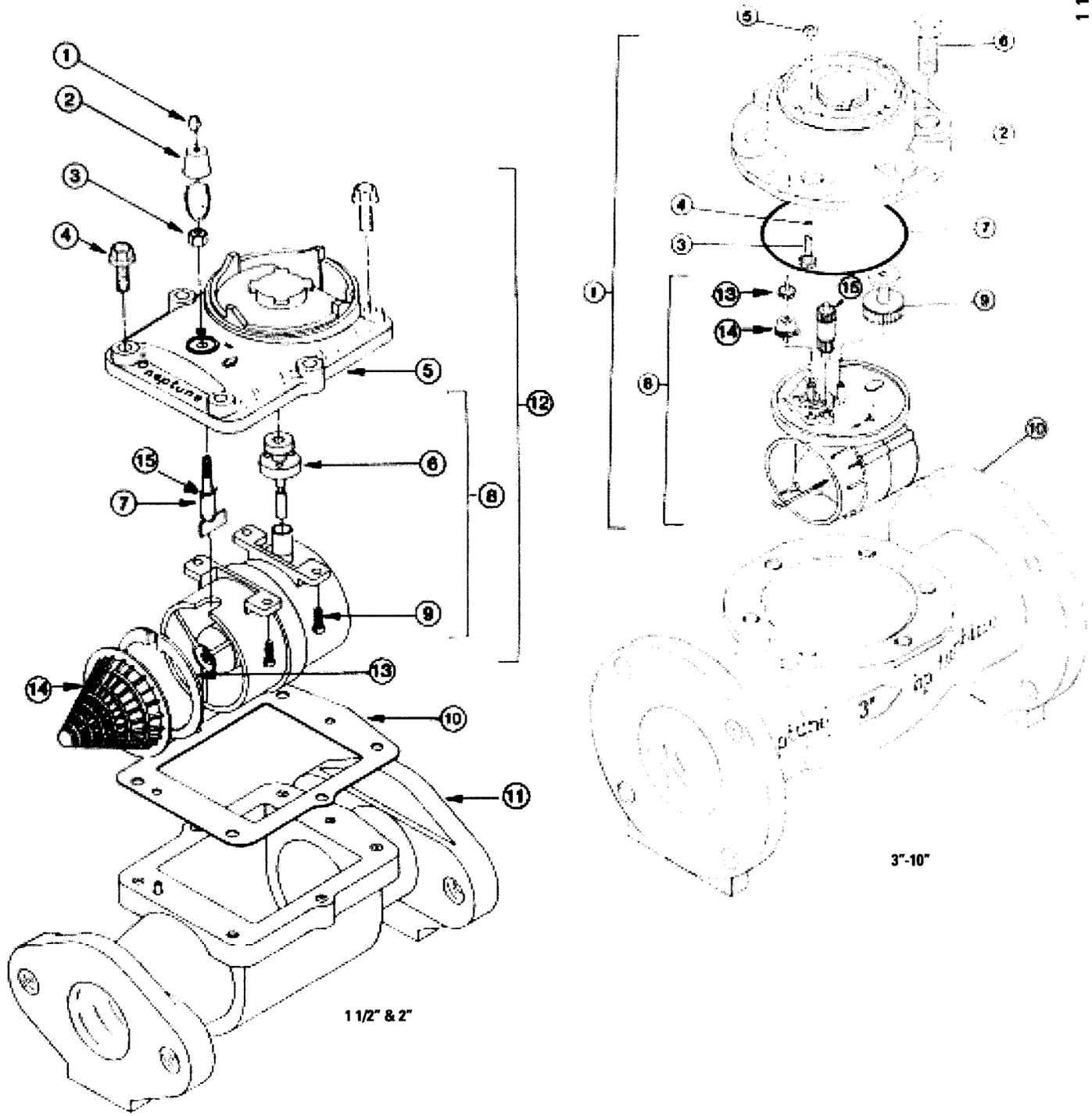
HIGH PERFORMANCE (HP) TURBINE PARTS LIST

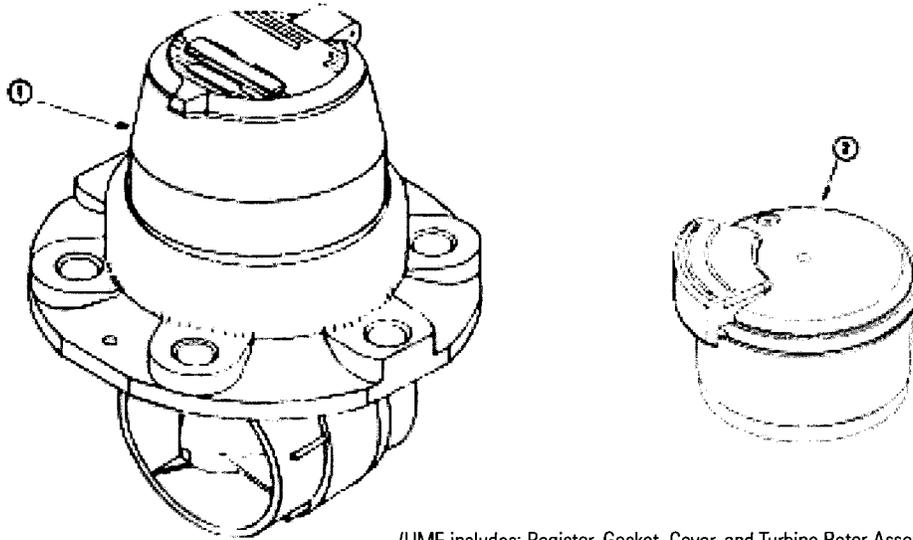
1 1/2" & 2"

ITEM	DESCRIPTION	METER SIZE & PART NUMBERS	
		1 1/2" HP	2" HP
1	16" Seal Wire with Lead Seal	41110-501	41110-501
2	Seal Cap	11098-001	11098-001
3	Calibration Nut	8545-417	8545-417
4	Maincase Bolts (Qty)	N/A	N/A
5	Cover	9860-002	9860-002
6	Drive Spindle Assembly	9485-012	9485-012
7	Calibration Vane Assembly	11097-110	11097-110
8	Measuring Chamber Assembly	9861-200	9861-200
9	Bolts (Qty)	8396-605 (4)	8396-605 (4)
10	Maincase Gasket	9857-003	9857-003
11	Maincase	9854-012	9854-011
12	Cover Assembly	9859-200	9859-200
13	Lock Ring	9856-001	9856-001
14	Flow Conditioner/Strainer	9855-001	9855-001
15	O-Ring	8316-022	8316-022
16	Seal Ring (not shown)	8340-062	8340-062

3"-10"

ITEM	DESCRIPTION	METER SIZE AND PART NUMBERS				
		3" HP	4" HP	6" HP	8" HP	10" HP
1	Cover Assembly	11328-130	11328-230	11328-330	11328-430	11328-530
2	Cover	11361-002	11330-002	11359-002	11359-002	11359-002
3	Calibration Vane Stem Assembly	11354-000	11354-000	11354-000	11354-000	11354-000
4	Calibration Vane Stem O-Ring	8316-022	8316-022	8316-022	8316-022	8316-022
5	Calibration Vane Stem Nut	8545-417	8545-417	8545-417	8545-417	8545-417
6	Maincase Bolts	8329-405	8329-405	8329-421	8329-421	8329-421
7	Maincase O-Ring	8316-270	8316-271	8316-272	8316-272	8316-272
8	Measuring Chamber Assembly	11329-100	11329-200	11329-300	11329-400	11329-500
9	Magnet Gear Assembly	11347-110	11347-210	11347-310	11347-410	11347-510
10	Maincase	11360-003	11327-002	11356-011	11357-002	11358-002
11	Seal Tube (not shown)	11335-103	N/A	N/A	N/A	N/A
12	Element Seal (not shown)	N/A	11335-001	N/A	N/A	N/A
13	Drive Pinion	11352-001	11352-002	11352-003	11352-004	11352-005
14	Calibration Vane Gear	11353-001	11353-001	11353-001	11353-001	11353-001
15	Calibration Vane Spindle Assembly	11345-100	11345-200	11345-300	11345-300	11345-300





(UME includes: Register, Gasket, Cover, and Turbine Rotor Assembly)

SIZE	REGISTRATION	DIRECT READ		ProRead™ (Pit) 4-Wheel*		ProRead™ (Pit) 6-Wheel*		E-CODER* (Pit)		E-CODER)R900/™ (Pit)	
		REGISTER	UME	REGISTER	UME	REGISTER	UME	REGISTER	UME	REGISTER	UME
1 1/2" & 2" HP	Cu. Ft	R85F1	9700-010	R75F11	9700-011	R75F12	9700-018	RH5F11	9700-019	RW5F11	9700-001
	Gal	R85G1	9700-020	R75G11	9700-021	R75G12	9700-028	RH5G11	9700-029	RW5G11	9700-002
	M³	R85M1	9700-040	R75M11	9700-041	R75M12	9700-048	RH5M11	9700-049	RW5M11	9700-004
3" HP	Cu. Ft	R85F2	9700-110	R75F21	9700-111	R75F22	9700-118	RH5F21	9700-119	RW5F21	9700-101
	Gal	R85G2	9700-120	R75G21	9700-121	R75G22	9700-128	RH5G21	9700-129	RW5G21	9700-102
	M³	R85M2	9700-140	R75M21	9700-141	R75M22	9700-148	RH5M21	9700-149	RW5M21	9700-104
4" HP	Cu. Ft	R85F3	9700-210	R75F31	9700-211	R75F32	9700-218	RH5F31	9700-219	RW5F31	9700-201
	Gal	R85G3	9700-220	R75G31	9700-221	R75G32	9700-228	RH5G31	9700-229	RW5G31	9700-202
	M³	R85M3	9700-240	R75M31	9700-241	R75M32	9700-248	RH5M31	9700-249	RW5M31	9700-204
6" HP	Cu. Ft	R85F4	9700-310	R75F41	9700-311	R75F42	9700-318	RH5F41	9700-319	RW5F41	9700-301
	Gal	R85G4	9700-320	R75G41	9700-321	R75G42	9700-328	RH5G41	9700-329	RW5G41	9700-302
	M³	R85M4	9700-340	R75M41	9700-341	R75M42	9700-348	RH5M41	9700-349	RW5M41	9700-304
8" HP	Cu. Ft	R85F5	9700-410	R75F51	9700-411	R75F52	9700-418	RH5F51	9700-419	RW5F51	9700-401
	Gal	R85G5	9700-420	R75G51	9700-421	R75G52	9700-428	RH5G51	9700-429	RW5G51	9700-402
	M³	R85M5	9700-440	R75M51	9700-441	R75M52	9700-448	RH5M51	9700-449	RW5M51	9700-404
10" HP	Cu. Ft	R85F0	9700-510	R75F01	9700-511	R75F02	9700-518	RH5F01	9700-519	RW5F01	9700-501
	Gal	R85G0	9700-520	R75G01	9700-521	R75G02	9700-528	RH5G01	9700-529	RW5G01	9700-502
	M³	R85M0	9700-540	R75M01	9700-541	R75M02	9700-548	RH5M01	9700-549	RW5M01	9700-504

*Registers do not include ARB® remote receptacles.

Note: When ordering registers, please include change gear combination or four-digit register code from dial face.

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neptunetg.com



MRX920™
MOBILE DATA COLLECTOR



MRX920™ Mobile Data Collector

Neptune's MRX920™ is a rugged, portable, easy-to-use automatic meter reading device. Weighing only five pounds, the MRX920 is small enough to fit in any vehicle and comes with a carrying case or optional mobile office unit to be stowed or fastened in a location of your choice. Within minutes, the MRX920 can be securely placed in any vehicle and powered via the vehicle power source.

Data transmitted by R900® radio frequency (RF) meter interface units (MIUs) is received and stored by the MRX920 Mobile Data Collector. Information can be quickly uploaded to Neptune's host meter reading software at the utility office. The host software transfers the customer information to the Customer Information System (CIS) to generate customer bills. The MRX920 unit also captures the advanced features of the E-Coder® Solid State Absolute Encoder register connected to an R900 MIU*. These features include leak detection, tamper detection, and reverse flow indication.

The MX900 mobile data collection software runs on the user's laptop computer and is designed to support maximum efficiency. This software supports a USB connection or a wireless connection via WiFi to the MRX920 receiver and utilizes menu-driven commands to allow the user to effortlessly control all aspects of the meter reading process. No operator intervention is necessary once data collection has started. At any time, the operator can view either read or unread accounts with the touch of a button.

UTILITY ADVANTAGES

The MRX920 unit provides the meter reading industry with many advantages over other existing AMR systems:

- Industry-leading performance in a compact and affordable package
- Improves meter reading accuracy
- Addresses "hard-to-read" meters
- Increases meter reader safety
- Reduces man-hours needed to collect and process meter reading information
- Supports any size utility
- Portable and easy to set up

KEY FEATURES

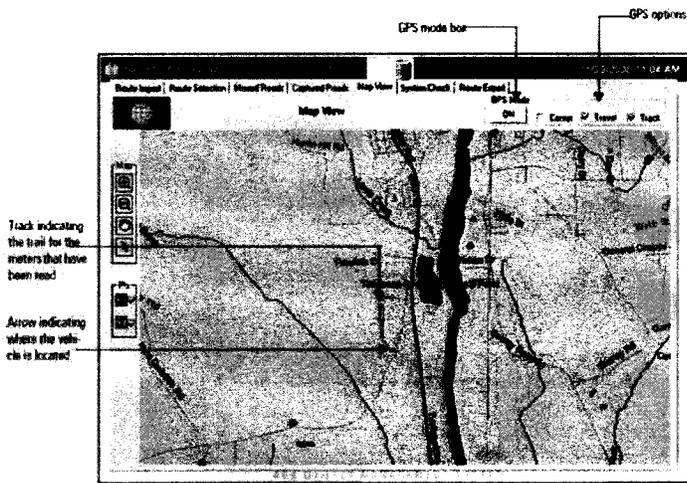
- USB or wireless connection to the receiver via WiFi
- RF test application receives meter data information without loading a route
- Digital signal processing for improved meter reading throughput
- Portable for use in any vehicle
- Low power consumption (< 1A) allows for multiple devices to be connected in the same vehicle
- Intuitive graphical user interface
- Supports E-Coder advanced features**
- Supported by a courteous and knowledgeable Customer Support Center
- GPS mapping
- Wireless loading/unloading of routes

KEY BENEFITS

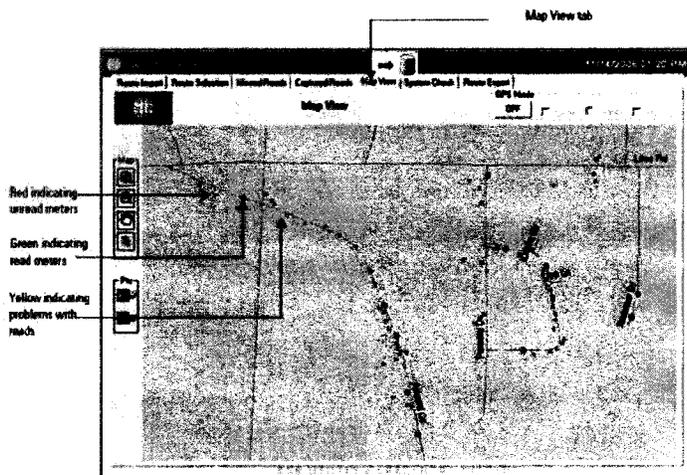
- Reads up to eight meters simultaneously and can process 70 unique meter readings per second
- Maximizes meter reading success rates and overall field and office efficiency
- Reduces potential liability to utility through improved meter reader safety
- Does not require a special or customized vehicle
- Operates from standard 12V DC vehicle power source (i.e., cigarette lighter)
- Will support leak detection, tamper detection, and reverse flow indication
- Courteous, prompt, and conscientious Support Specialists available if needed

* When connected to second generation R900 or later.

** Indication of E-Coder.



MX900 software is designed to significantly reduce the time required to collect and process meter reading data while increasing meter reader safety and efficiency. The mobile data collection software provides an optional GPS mapping view. The mapping view allows the operator to monitor route completion by visually determining unread accounts which are represented as colored objects on the map. The operator can stop along the route anytime it is safe to do so and monitors each route loaded into the software. As an added feature, the MX900 also allows the operator to view special conditions that may exist in the route. Conditions such as high/low alarms and tamper alarms are also visible to the operator. For those utilities with Neptune E-Coder-equipped meters, value-added warning flags such as leak detection are also available. This optional mapping package can be ordered with or added to any existing MRX920 Mobile Data Collector. Adding the optional mapping solution could not be easier – as no additional hardware is required.



SPECIFICATIONS

- Electrical Specifications:
 - Power consumption: < 1A
 - Power supply: 12V DC via vehicle power source adapter
- In order to adequately run the MX900 software, the laptop you use must meet the following minimum specifications:
 - Operating System
 - Windows XP (Service Pack 2)
 - Windows Vista
 - Windows 7
 - Processor – Intel Pentium processor 1.7 GHz
 - Memory – 1 GB expandable to 2 GB
 - Display – 12.1" XGA (800x600)
 - Keyboard – 89-key
 - Communication
 - Internal 802.11 b/g wireless LAN
 - Windows Wireless Connection Manager (if WiFi connection to the receiver is desired)
 - GPS receiver (if GPS location tracking is desired)
 - USB 2.0

The MRX920 is an in-vehicle mobile data collector which is designed to be occasionally used in bumpy terrain found in rural meter reading routes. This needs to be taken into consideration when choosing a laptop. Should your utility operate the MRX920 in bumpy conditions or should you require a display rated for outdoor visibility, Neptune recommends considering a ruggedized laptop such as a Panasonic Toughbook or equivalent.

- Environmental Conditions:
 - Operating temperature: 32° to 122° F (0° to 50° C)
 - Storage temperature: -40° to 185° F (-40° to 85°C)
 - Operating humidity: 5 to 95% non-condensing relative humidity
- Physical Specifications
 - Shipping weight: ~5 lbs

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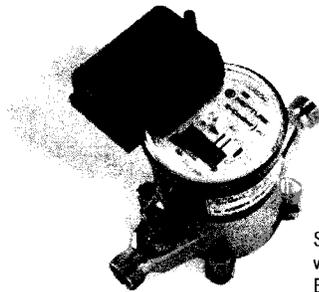
E-CODER) R900i™

INSIDE AND PIT VERSIONS



E-Coder) R900i™

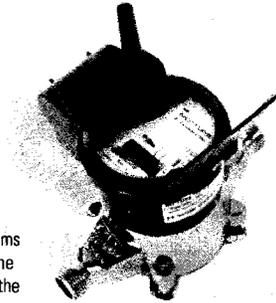
Inside Version



Solving tomorrow's problems with today's technology, the E-Coder)R900i combines the field-proven R900 with our solid-state absolute E-Coder.

E-Coder) R900i™

Pit Version



The E-Coder)R900i™ combines the field-proven R900® radio frequency meter interface unit (MIU) with our E-Coder® solid-state absolute encoder into one integrated package to offer utilities the advantages of the cost savings associated with the ease and speed of installation. The E-Coder)R900i does not have any external wires to be installed or require any special programming for operation. The E-Coder)R900i operates within the 902-928 unlicensed RF band.

The R900 MIU portion of the integrated unit collects meter-usage data and transmits the data for collection by the meter reader. Data transmitted by the R900 MIU is received by the Neptune walk-by, mobile, or R900 Gateway (GPRS or WiFi) fixed base data collection systems and stored for downloading at the utility office. The R900 MIU is a one-way communication device that transmits data every 14 seconds using frequency-hopping, spread-spectrum technology to ensure data security and improved meter reading accuracy and reliability. The E-Coder portion of the integrated unit features a custom integrated circuit design that digitally encodes the rotation of the measuring chamber, providing "absolute" registration with no internal battery requirement.

The E-Coder)R900i provides high resolution, 8-digit remote meter reading and data logging along with value-added features such as leak, tamper, and reverse flow detection. The data logging functionality provides up-to-the hour consumption data. Consumption is recorded as it happens,

every hour on the hour, helping to identify existing or potential problems. Graphic charts can be generated to show a possible leak when usage doesn't approach or reach zero. When a leak flag is triggered, the utility can identify when the event actually occurs; the same goes for negative consumption that implies a backflow event.

Using Neptune's E-Coder)R900i with data logging, the utility can send a reader to retrieve up to 96 days of historical data directly from the meter, and then download the information directly into ARB® N_SIGHT™ Mobile host software. The daily or hourly consumption can then be run as a graph – justifying the amount charged on the bill. Neptune's data logging is simple, with the system designed to minimize download time as well as service technician visits.

It's not unusual for a utility to field a customer complaint regarding a high water bill. But until now, that utility didn't have the information that proved not only that the excess consumption occurred, but exactly when it occurred.

The E-Coder)R900i PLUS features are communicated through the E-Coder protocol, allowing host software platforms to interpret the data and pass the information directly to the billing packages, CIS screens, and operations and maintenance reports. The value-added data received through Neptune's E-Coder)R900i enhances customer service and improves operational efficiencies.

The E-Coder)R900i Inside Version
The inside version features a plastic enclosure with an integrated antenna. This unit also features a field-replaceable battery.

The E-Coder)R900i Pit Version
The pit version features a roll-sealed copper shell and glass lens housing for superior protection in a flooded pit environment. The standard unit is designed with a whip antenna for installation under a pit lid and can be easily upgraded to a through-the-lid antenna if desired. The unit also features a field replaceable battery.

KEY FEATURES

- 8-digit remote meter reading and usage profiling
- Logs 96 days of hourly consumption data
- Leak, tamper, and reverse flow detection
- Ease of installation – no external wiring
- Solid-state absolute encoder
- No FCC license required
- No MIU programming required
- Long-life lithium battery with capacitor
- Encoder metrology requires no battery
- Available in both pit and inside versions
- Fully submersible pit version
- LCD leak indicators
- Directional flow indicator
- Rate of flow on LCD display

KEY BENEFITS

- Enhanced "customer care"
 - Leak history/diagnostics
 - Proactive leak notification
 - Provides hourly consumption data
 - Improves meter reading accuracy
 - Eliminates estimated reads
- Enhanced cost savings and ease of installation
 - No external wires
 - Reduces labor cost
 - Reduces potential wire vandalism
- Drought management
 - Reduction of water loss through proactive notification of water leaks
 - Ability to enforce odd/even day water restrictions
- Increased operational efficiencies
 - Reduces costs
 - Minimizes reading time
 - Improves meter reading safety
 - Work order reduction for high-water bill inquiries
 - Prioritization of meter maintenance
- Tamper management
 - Identification and prioritization of potential tamper situations

PARTS

- Replaceable Battery ❶
- Antenna ❷
- Light Sensor ❸
- Flow Indicators ❹
- Date of Manufacture ❺
- LCD Display ❻
- T-10 Meter ❼



E-Coder R900i™

ICONS AND DISPLAYS

	<p>ON OFF FLASHING (-) (+)</p>
	<p>OFF FLASHING ON CONTINUOUSLY</p>
	<p>1 2 3 4 5 6</p>

TECHNICAL SPECIFICATIONS

- Electrical Specifications:
 - MIU Power: Lithium battery with capacitor
- Transmitter Specifications:
 - Transmit period: Every 14 seconds
 - Transmitter channels: 50
 - Channel frequency: 910 to 920 MHz spread spectrum
 - Output Power: Meets FCC Part 15.247
 - FCC Verification: Part 15.247
- Environmental Conditions: MIU and E-Coder
 - Operating temperature: -22°F to 149°F (-30°C to 65°C)
 - Storage temperature: -40°F to 158°F (-40°C to 70°C)
 - Operating humidity:
 - Inside Set: 0 to 95%, condensing
 - Pit Set: 100% submersible
- Materials
- Register housing:
 - Inside Set: Plastic Polycarbonate
 - Pit Set: Roll-sealed copper shell
- Lens:
 - Inside Set: Plastic
 - Pit Set: Glass
- Antennas
 - Inside Set: Fixed antenna
 - Pit Set: Standard whip type

Optional through the lid

 - 18" Coax
 - 6' Coax
 - 20' Coax

OPTIONS

- Sizes
 - Available for all sizes and makes of current Neptune meters
- Data Collection Systems
 - Handhelds - Walk-by RF
 - MRX920™/MTX950™ - Mobile RF
 - R900® GPRS and WiFi Gateways
- Units of Measure: U.S. Gallons, Cubic Feet, Imperial Gallons, Cubic Metres

WARRANTY

- Register: 20 years (10/10)
- R900 MIU: 20 years (10/10)
- R900 Battery: 20 years (10/10)

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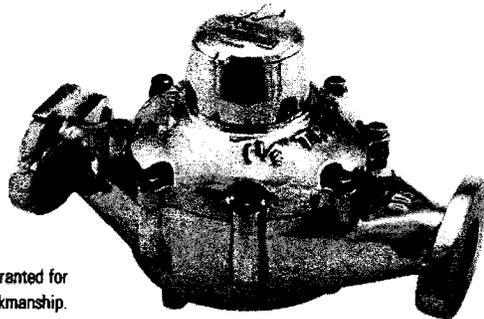
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 **NEPTUNE**
TECHNOLOGY GROUP
neptunetg.com



T-10 METER

SIZES: 1 1/2" and 2"



T-10 water meters are warranted for performance, materials, and workmanship.

Every T-10 water meter meets or exceeds the latest AWWA C700 Standard. Its nutating disc, positive displacement principle is time-proven for accuracy and dependability since 1892, ensuring maximum utility revenue.

CONSTRUCTION

The T-10 water meter consists of three major assemblies: a register, a no-lead high copper alloy maincase, and a nutating disc measuring chamber.

The T-10 meter is available with a variety of register types. For reading convenience, the register can be mounted in one of four positions on the meter.

The corrosion-resistant no-lead high copper alloy maincase will withstand most service conditions: internal water pressure, rough handling, and in-line piping stress.

The innovative floating chamber design of the nutating disc measuring element protects the chamber from frost damage while the unique chamber seal extends the low flow accuracy by sealing the chamber outlet port to the maincase outlet port. The nutating disc measuring element utilizes corrosion-resistant materials throughout and a thrust roller to minimize wear.

WARRANTY

Neptune provides a limited warranty with respect to its T-10 water meters for performance, materials and workmanship.

When desired, maintenance is easily accomplished either by replacement of major assemblies or individual components.

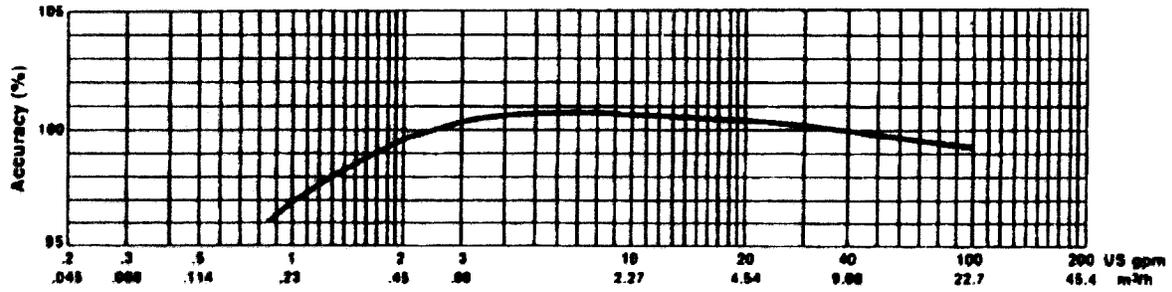
KEY FEATURES

- Register
 - Magnetic drive, low torque registration ensures accuracy
 - Impact-resistant register
 - High resolution, low flow leak detection
 - Bayonet style register mount allows in-line serviceability
 - Tamperproof seal pin deters theft
 - Date of manufacture, size, and model stamped on dial face
- No-Lead Maincase
 - Made from no-lead high copper alloy
 - ANSI/NSF 61 Certified
 - Lifetime guarantee
 - Resists internal pressure stresses and external damage
 - Handles in-line piping variations and stresses
 - No-lead high copper alloy provides residual value vs. plastic
 - Electrical grounding continuity
- Nutating Disc Measuring Chamber
 - Positive displacement
 - Widest effective flow range for maximum revenue
 - Proprietary polymer materials maximize long term accuracy
 - Floating chamber design is unaffected by meter position or in-line piping stresses

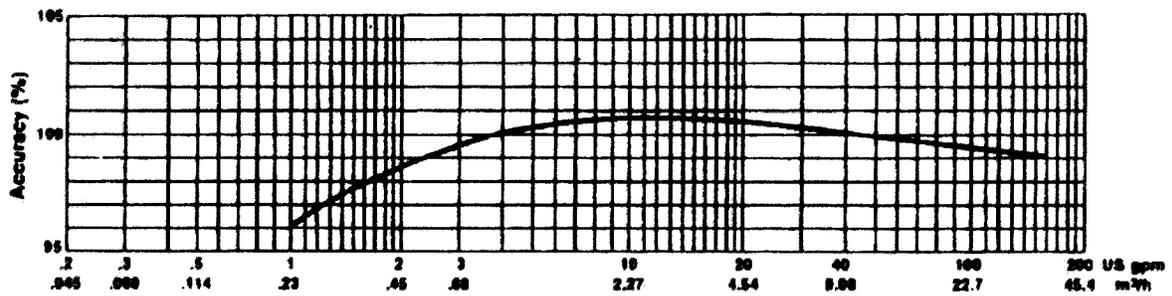
SYSTEMS COMPATIBILITY

Adaptability to all present and future systems for flexibility is available only with Neptune's ARB® Utility Management Systems™.

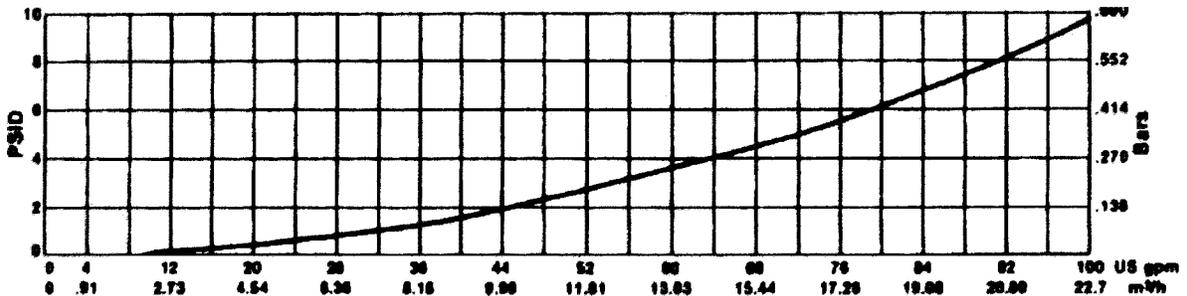
1 1/2" ACCURACY



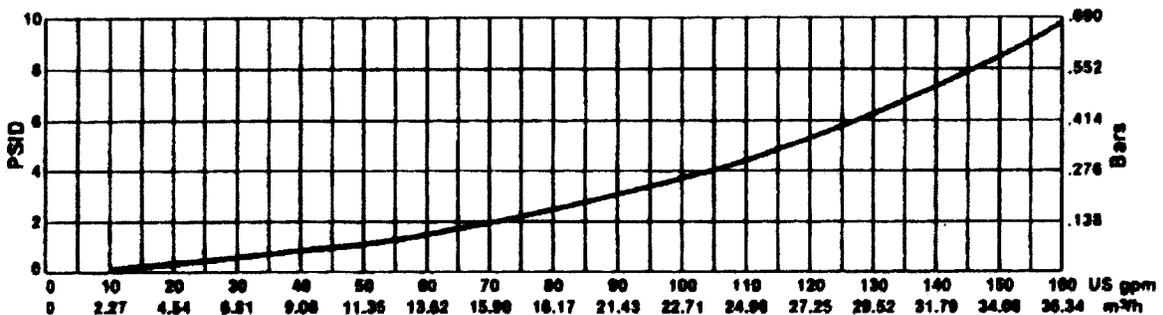
2" ACCURACY



1 1/2" PRESSURE LOSS



2" PRESSURE LOSS



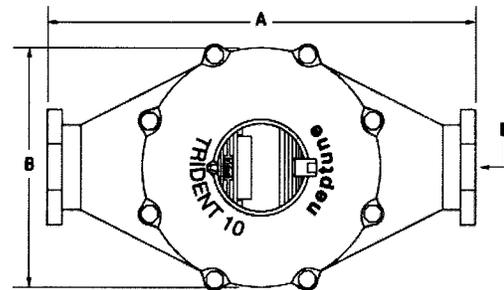
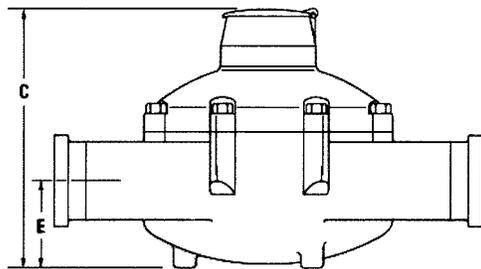
These charts show typical meter performance. Individual results may vary.

OPERATING CHARACTERISTICS

Meter Size	Normal Operating Range @100% Accuracy (±1.5%)	AWWA Standard	Low Flow @ 95% Accuracy
1 1/2"	2 to 100 US gpm 0.46 to 22.73 m ³ /h	5 to 100 US gpm 1.1 to 22.7 m ³ /h	3/4 US gpm 0.17 m ³ /h
2"	2 1/2 to 160 US gpm 0.57 to 36.36 m ³ /h	8 to 160 US gpm 1.8 to 36.3 m ³ /h	1 US gpm 0.23 m ³ /h

DIMENSIONS

Meter Size	A in/mm	B in/mm	C-Std. in/mm	C-ARB in/mm	D-Threads per inch	D-Thread Type	E in/mm	Weight lbs/kg
1 1/2" Screw End	12 5/8 321	8 1/16 205	8 1/8 206	8 9/16 217	11 1/2	1 1/2" NPT	2 9/16 65	31 14.1
1 1/2" Flanged End	13 330	8 1/16 205	8 1/8 206	8 9/16 217	—	—	2 9/16 65	35 15.9
2" Screw End	15 1/4 387	9 7/16 240	9 5/16 237	9 3/4 248	11 1/2	2" NPT	3 1/8 79	40 18.1
2" Flanged End	17 432	9 7/16 240	9 5/16 237	9 3/4 248	—	—	3 1/8 79	44 20.0



GUARANTEED SYSTEMS COMPATIBILITY

All T-10 meters are guaranteed adaptable to our ARB®V, ProRead (ARB VII), E-CODER®(ARB VII), E-Coder)R900i, TRICON®/S, TRICON/E3®, and Neptune meter reading systems without removing the meter from service.

REGISTRATION

ProRead Registration			
(per sweep hand revolution)			
	1 1/2"	2"	
100 US Gallons	✓	✓	
100 Imperial Gallons	✓	✓	
10 Cubic Feet	✓	✓	
1 Cubic Metre		✓	
0.1 Cubic Metre	✓		
Register Capacity			
ProRead & E-coder			
	1 1/2"	2"	
1 US Gallons	✓	✓	
1 Imperial Gallons	✓	✓	
0.1 Cubic Feet	✓	✓	
0.001 Cubic Metres	✓	✓	
E-Coder High Resolution			
(8-digit reading)			
	1 1/2"	2"	
1 US Gallons	✓	✓	
1 Imperial Gallons	✓	✓	
.1 Cubic Feet	✓	✓	
0.001 M ³	✓	✓	

SPECIFICATIONS

- Certification: ANSI/ NSF 61
- Application: cold water measurement of flow in one direction
- Maximum operating water pressure: 150 psi (1034 kPa)
- Maximum operating water temperature: 80°F
- Measuring chamber: nutating disc technology design made from proprietary synthetic polymer

OPTIONS

- Sizes:
 - 1 1/2" flanged or threaded end
 - 2" flanged or threaded end
- Units of measure: U.S. gallons, imperial gallons, cubic feet, cubic metres
- Register types:
 - Direct reading: Bronze box and cover (standard)
 - Remote reading: ProRead Absolute Encoder, E-Coder, E-Coder)R900i, TRICON/S, TRICON/E3
 - Reclaim
- Measuring chamber: synthetic polymer
- Companion flanges: cast iron or no-lead high copper alloy
- Environmental Conditions:
 - Operating temperature: 33°F to 149°F (0°C to 65°C)
 - Storage temperature: 33°F to 158°F (0°C to 70°C)

Neptune engages in ongoing research and development to improve and enhance its products. Therefore, Neptune reserves the right to change product or system specifications without notice.

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ARB® UTILITY MANAGEMENT SYSTEMS™



T-10 METER

SIZES: 5/8", 3/4", and 1"



T-10 water meters are warranted for performance, materials, and workmanship.



Every T-10 water meter meets or exceeds the latest AWWA C700 Standard. Its nutating disc, positive displacement principle has been time-proven for accuracy and dependability since 1892, ensuring maximum utility revenue.

The T-10 water meter consists of three major assemblies: a register, a lead free high copper alloy maincase, and a nutating disc measuring chamber.

The T-10 meter is available with a variety of register types. For reading convenience, the register can be mounted in one of four positions on the meter.

The corrosion-resistant lead free high copper alloy maincase will withstand most service conditions; internal water pressure, rough handling, and in-line piping stress.

The innovative floating chamber design of the nutating disc measuring element protects the chamber from frost damage while the unique chamber seal extends the low flow accuracy by sealing the chamber outlet port to the maincase outlet port. The nutating disc measuring element utilizes corrosion-resistant materials throughout and a thrust roller to minimize wear.

Neptune provides a limited warranty with respect to its T-10 water meters for performance, materials, and workmanship.

When desired, maintenance is easily accomplished either by replacement of major assemblies or individual components.

All T-10 water meters are guaranteed adaptable to our ARB®V, ProRead™ (ARB VI) AutoDetect, E-Coder® (ARB VII), E-Coder®R900i™, TRICON®/S, TRICON/E®3, and Neptune meter reading systems without removing the meter from service.

KEY FEATURES

- Register
 - Magnetic drive, low torque registration ensures accuracy
 - Impact-resistant register
 - High resolution, low flow leak detection
 - Bayonet style register mount allows in-line serviceability
 - Tamperproof seal pin deters theft
 - Date of manufacture, size, and model stamped on dial face

- Lead Free Maincase
 - Made from lead free high copper alloy
 - NSF/ANSI 61 certified, Annex F and Annex G compliant
 - Lifetime guarantee
 - Resists internal pressure stresses and external damage
 - Handles in-line piping variations and stresses
 - Lead free high copper alloy provides residual value vs. plastic or composite
 - Electrical grounding continuity

- Nutating Disc Measuring Chamber
 - Positive displacement
 - Widest effective flow range for maximum revenue
 - Proprietary polymer materials maximize long-term accuracy
 - Floating chamber design is unaffected by meter position or in-line piping stresses

SYSTEMS COMPATIBILITY

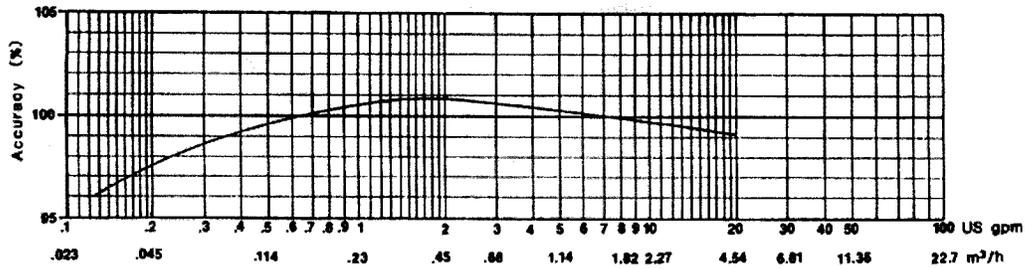
Adaptability to all present and future systems for flexibility is available only with Neptune's ARB® Utility Management Systems™.

CONSTRUCTION

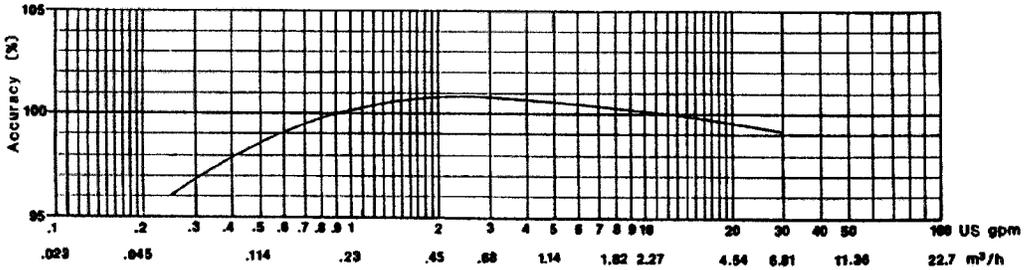
WARRANTY

GUARANTEED SYSTEMS COMPATIBILITY

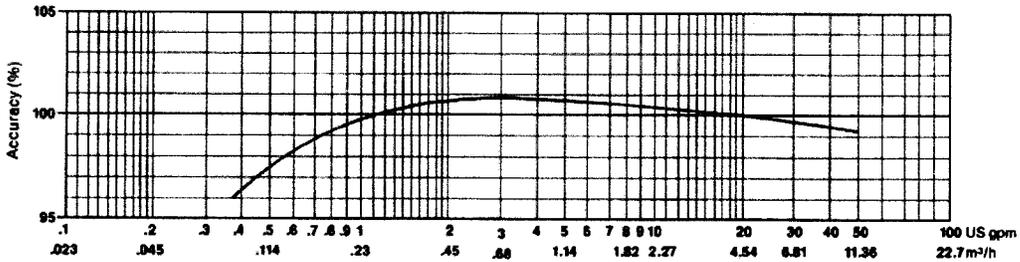
5/8" ACCURACY



3/4" ACCURACY



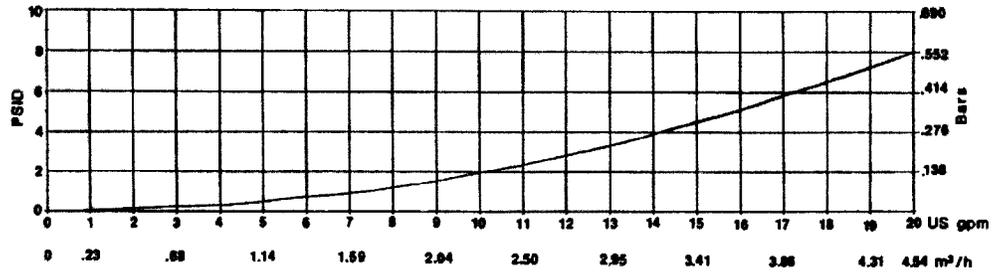
1" ACCURACY



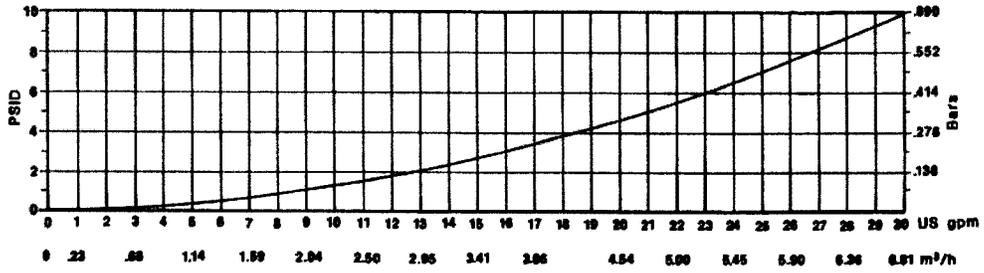
DIMENSIONS

Meter Size	A in/mm	B in/mm	C-Std. in/mm	C-ARB in/mm	C E-Coder) R900i	D Threads per inch	D-OD in/mm	E in/mm	F in/mm	Weight lbs/kg
5/8"	7 1/2 191	3 5/8 92	4 3/8 111	5 1/4 133	6 7/8 175	14	1.03 26	1 1/2 38	2 1/2 64	3 1/4 1.4
5/8" x 3/4"	7 1/2 191	3 5/8 92	4 3/8 111	5 1/4 133	6 7/8 175	11 1/2	1.29 33	1 1/2 38	2 5/8 67	3 3/8 1.5
Circa 2011 5/8"	7 1/2 191	3 5/8 92	4 7/8 124	5 3/4 146	7 3/8 187	14	1.03 26	1 5/8 41	2 1/2 64	3 3/4 1.7
Circa 2011 5/8" x 3/4"	7 1/2 191	3 5/8 92	4 7/8 124	5 3/4 146	7 3/8 187	11 1/2	1.29 33	1 5/8 41	2 5/8 67	4 1.8
3/4"	9 229	4 3/8 111	5 1/2 140	6 1/4 159	7 7/8 200	11 1/2	1.29 33	1 7/8 48	2 5/8 67	6 2.7
3/4" SL	7 1/2 191	4 3/8 111	5 1/2 140	6 1/4 159	7 7/8 200	11 1/2	1.29 33	1 7/8 48	2 5/8 67	5 1/2 2.5
3/4" x 1"	9 229	4 3/8 111	5 1/2 140	6 1/4 159	7 7/8 200	11 1/2	1.62 41	1 7/8 48	2 3/4 70	6 1/2 2.9
1"	10 3/4 273	6 1/2 165	6 3/8 162	7 1/8 181	8 3/4 222	11 1/2	1.62 41	2 1/8 54	2 3/4 70	9 3/4 4.4
1" x 1 1/4"	10 3/4 273	6 1/2 165	6 3/8 162	7 1/8 181	8 3/4 222	11 1/2	1.86 47	2 1/8 54	2 13/16 71	10 1/4 4.6

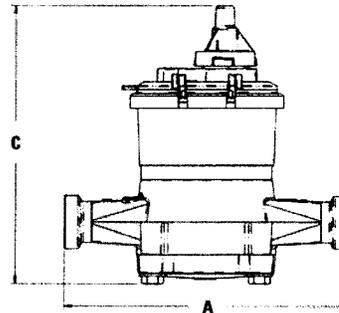
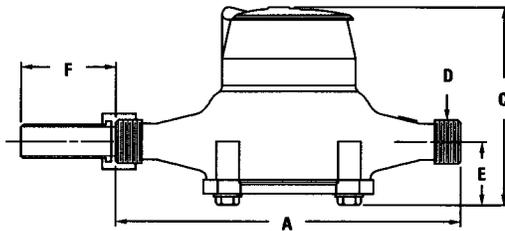
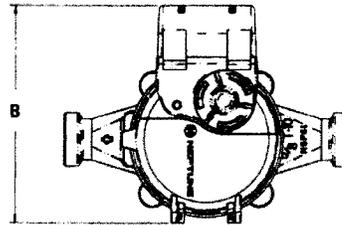
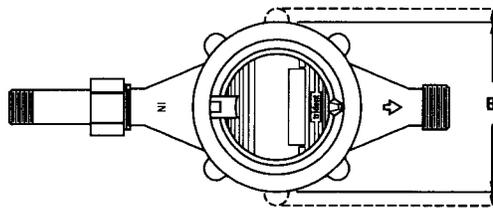
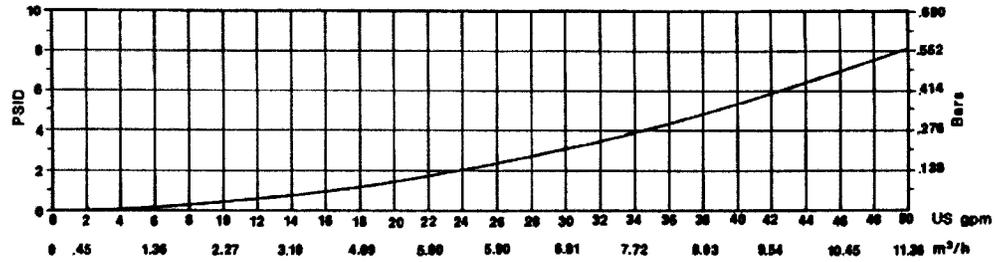
5/8" PRESSURE LOSS



3/4" PRESSURE LOSS



1" PRESSURE LOSS



OPERATING CHARACTERISTICS:

Meter Size	Normal Operating Range @ 100% Accuracy (+/- 1.5%)	AWWA Standard	Low Flow @ 95% Accuracy
5/8"	1/2 to 20 US gpm 0.11 to 4.55 m ³ /h	1 to 20 US gpm 0.23 to 4.5 m ³ /h	1/8 US gpm 0.03 m ³ /h
3/4"	3/4 to 30 US gpm 0.17 to 6.82 m ³ /h	2 to 30 US gpm 0.45 to 6.8 m ³ /h	1/4 US gpm 0.06 m ³ /h
1"	1 to 50 US gpm 0.23 to 11.36 m ³ /h	3 to 50 US gpm 0.68 to 11.4 m ³ /h	3/8 US gpm 0.09 m ³ /h

REGISTRATION:

Pro Read Registration (per sweep hand revolution)			
		5/8"	3/4" & 1"
10	US Gallons	✓	✓
10	Imperial Gallons	✓	✓
1	Cubic Foot	✓	✓
0.1	Cubic Metre	✓	✓
0.01	Cubic Metre	✓	

Register Capacity ProRead & E-Coder			
		5/8"	3/4" & 1"
10,000,000	US Gallons	✓	✓
10,000,000	Imperial Gallons	✓	✓
1,000,000	Cubic Feet	✓	✓
100,000	Cubic Metres	✓	✓
10,000	Cubic Metres	✓	

E-Coder High Resolution (8-digit reading)			
		5/8"	3/4" & 1"
0.1	US Gallons	✓	✓
0.1	Imperial Gallons	✓	✓
0.01	Cubic Feet	✓	✓
0.001	Cubic Metres	✓	✓

SPECIFICATIONS

- Certification: NSF/ANSI 61 certified, Annex F and Annex G compliant
- Application: Cold water measurement of flow in one direction in residential service applications
- Maximum operating water pressure: 150 psi (1034 kPa)
- Maximum operating water temperature: 80°F
- Measuring chamber: Nutating disc technology design made from proprietary synthetic polymer

OPTIONS

- Sizes:
 - 5/8", 5/8" x 3/4"
 - 3/4", 3/4" SL, 3/4" x 1"
 - 1", 1" x 1 1/4"
- Units of measure: U.S. gallons, imperial gallons, cubic feet, cubic metres
- Register types:
 - Direct reading: Bronze box and cover (standard)
 - Remote reading: ProRead Encoder, E-Coder, E-Coder)R900i, TRICON/S, TRICON/E3
 - Reclaim
- Bottom caps:
 - Synthetic polymer (5/8" only)
 - Cast iron
 - Lead free high copper alloy
- Connections:
 - Lead free high copper alloy, straight or bent
- Environmental conditions:
 - Operating temperature: 33° F to 149° F (0° C to 65° C)
 - Storage temperature: 33° F to 158° F (0° C to 70° C)

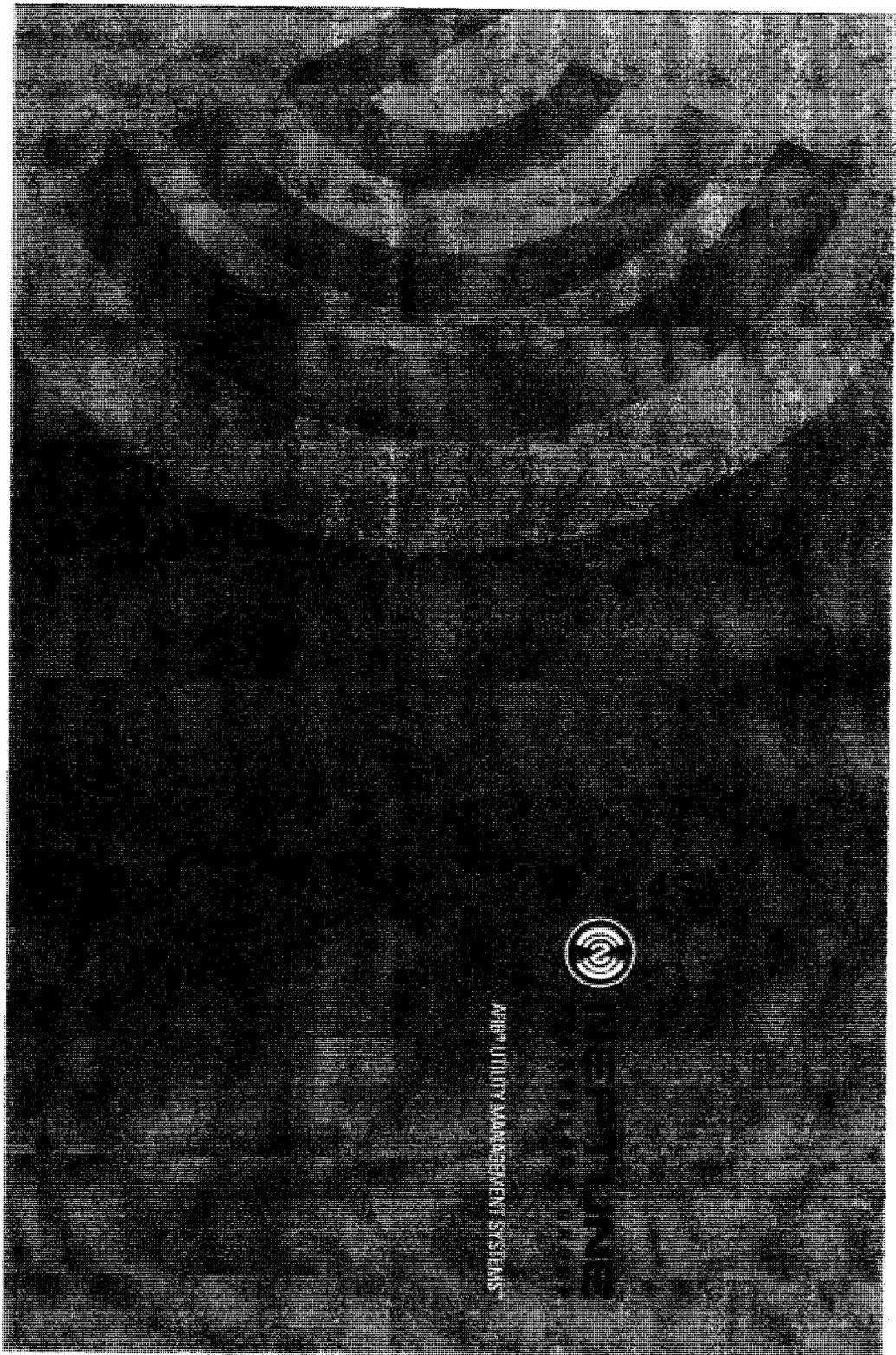
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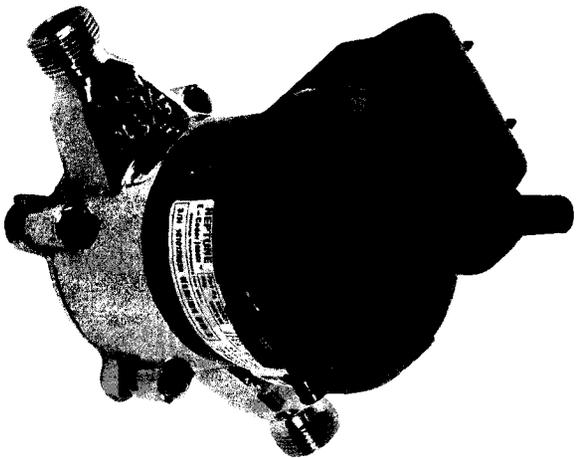
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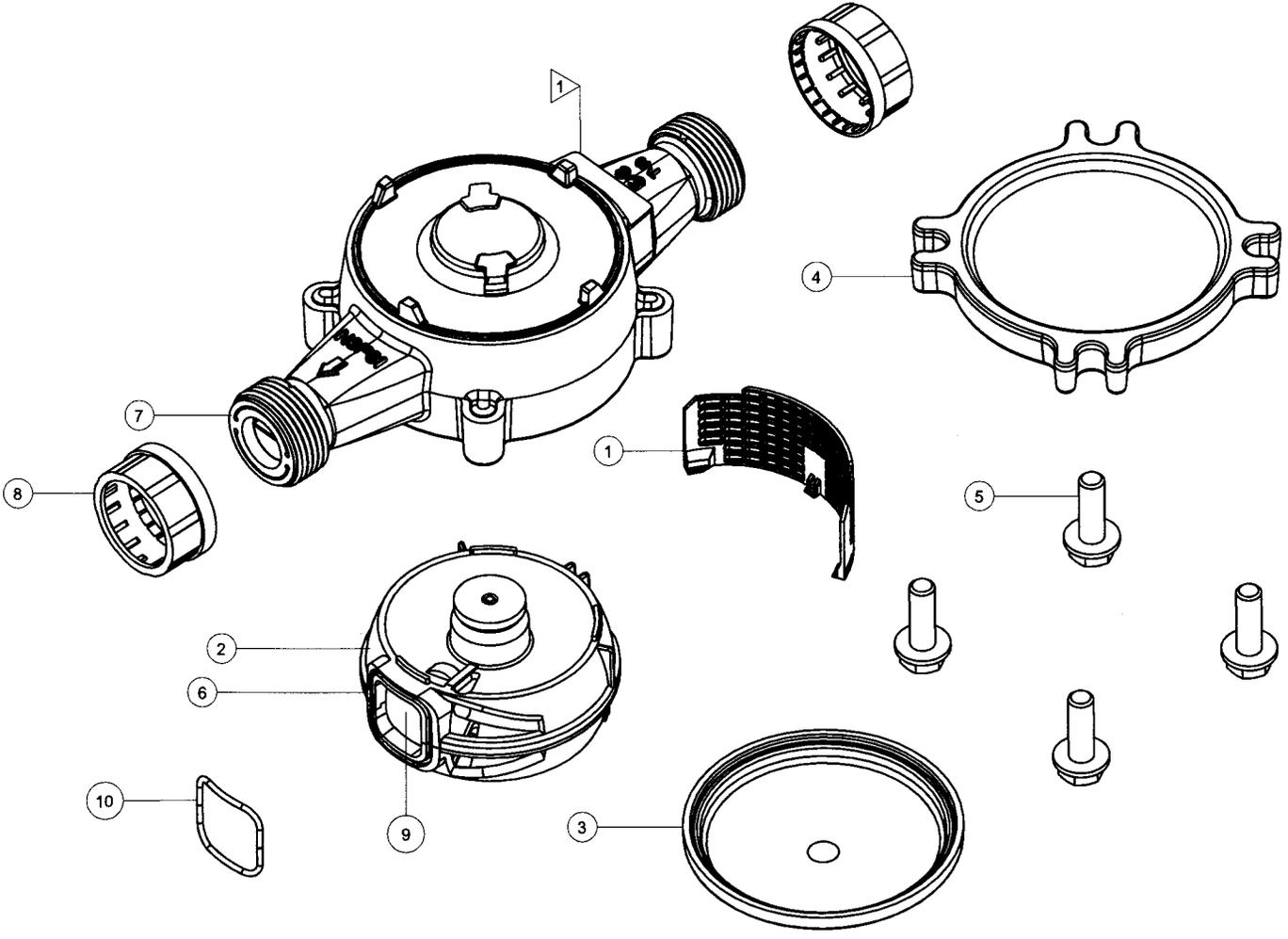


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T-10 Parts List





1 T-10 PRODUCED JULY 2011 AND BEYOND

- * T-10 has serial number pad on the inlet side
- * Date code is cast on the bottom of the inlet and outlet port

ITEM NO.	DESCRIPTION	PART NUMBER
		5/8", 3/4" X 3/4"
	Register	
1	Strainer	9399-006
2	Chamber complete ¹	9400-900
3	Gasket/Liner, Bottom Cap ²	8340-072
4	Bottom Cap, Plastic ³	9397-503
	Bronze ⁴	9397-124
	Cast Iron ⁵	9397-012
5	Bolt and Washer	
	SST-302 (w/washer)	8353-106
	SST-316 (w/washer)	8353-105
6	Thrust Roller	81-500
7	Spud Plug	1787-101
8	Spud Cap Plastic	1788-008
9	Diaphragm	9391-001
10	O-Ring	9386-004

T-10 PRODUCED JULY 2011 AND BEYOND

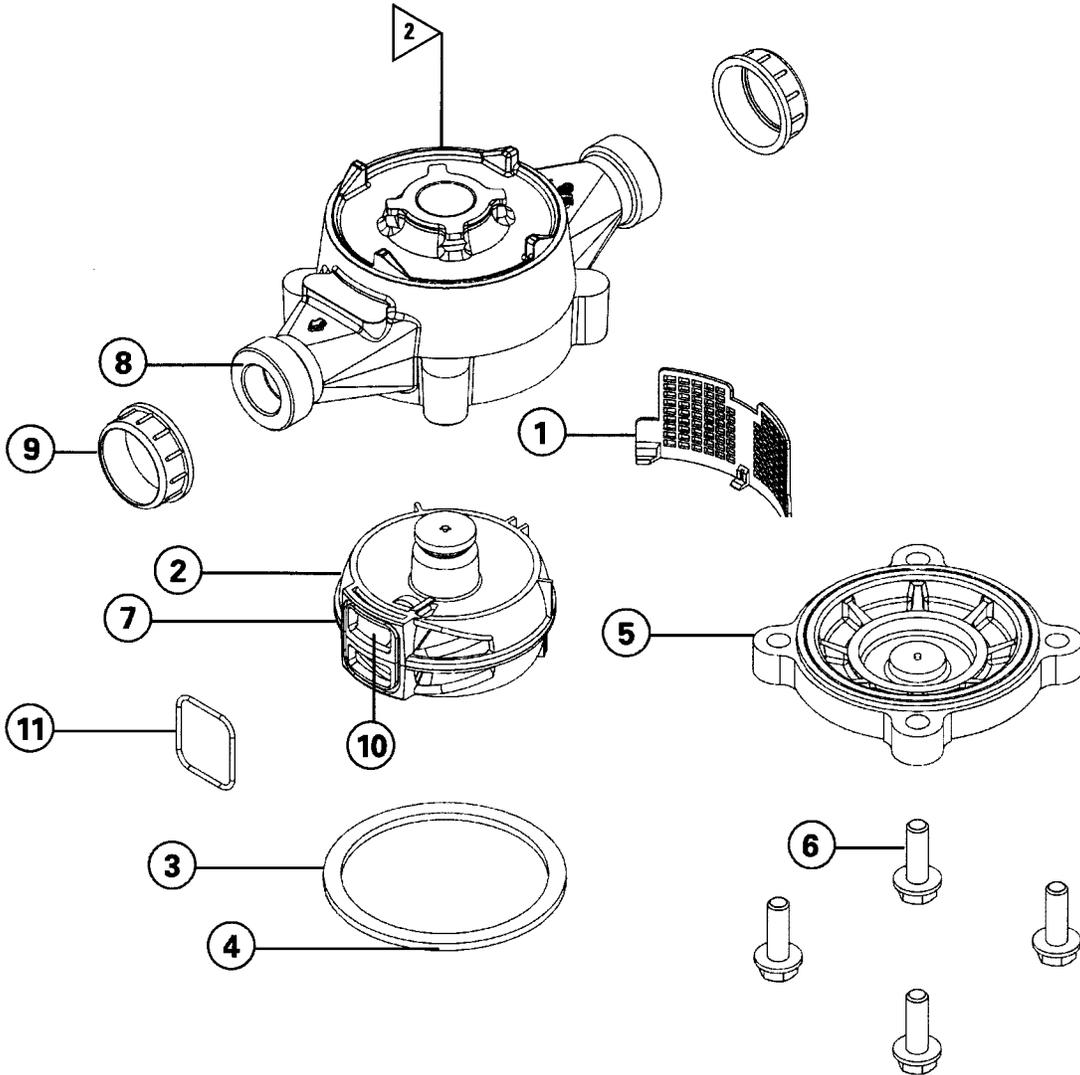
¹ Chamber has fully open outlet port (see picture on page 2)

² Liner/gasket is white in color

³ Plastic bottom cap has a raised Neptune logo

⁴ Bronze bottom cap has a raised Neptune logo

⁵ Cast iron bottom cap has a recessed Neptune logo



T-10 PRODUCED PRIOR TO JULY 2011

- * T-10 has serial number pad on the outlet side
- * Date code is cast on the bayonet area under the register

ITEM NO.	DESCRIPTION	PART NUMBER		
		5/8", 5/8" X 3/4" *	3/4"	1"
	Register			
1	Strainer	9399-005	9831-001	9381-002
2	Chamber Complete ¹	9400-605	9826-200	9826-300
3	Gasket, Bottom Cap ²	8340-028	8340-034	8340-038
4	Liner, Bottom Cap ³	9398-001	9832-001	9841-001
5	Bottom Cap, Plastic ⁴	9397-501		
	Bronze ⁵	9397-023	9833-024	9842-024
	Cast Iron ⁶	9397-010	9833-010	9842-010
6	Bolt and Washer			
	SST-302 (w/washer)	8353-106	8353-106	8353-106
	SST-316 (w/washer)	8353-105	8353-105	8353-105
7	Thrust Roller	81-500	81-500	190-500
8	Spud Plug	1787-101	1787-101	1787-102
9	Spud Cap Plastic	1788-008	1789-008	1790-007
10	Diaphragm	9391-001	9829-001	9840-001
11	O-Ring	9386-001	9386-002	9386-003

*** T-10 PRODUCED PRIOR TO JULY 2011**

¹ Chamber is jointed in the middle of the outlet port (see picture on page 4)

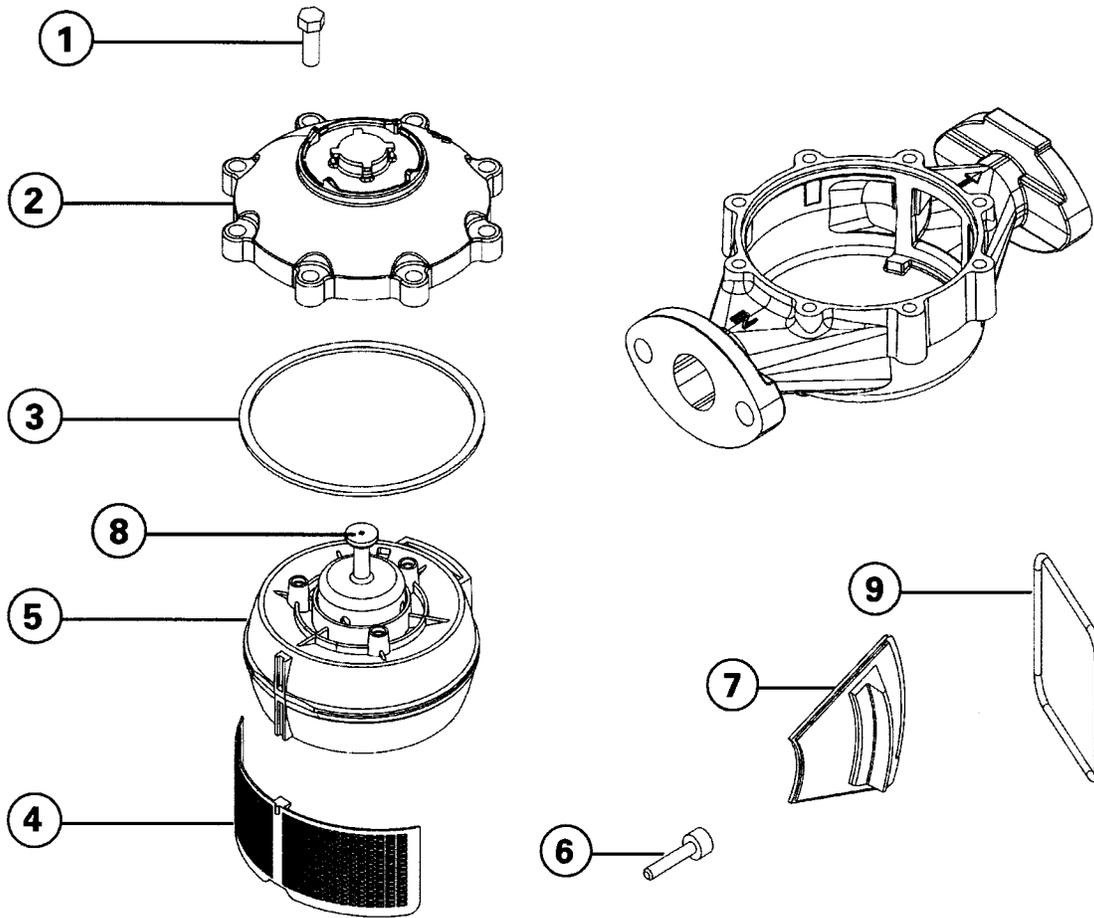
² T-10 uses black gasket

³ Not required with SP or bronze bottom caps

⁴ T-10 plastic bottom cap has a Trident logo raised on the center

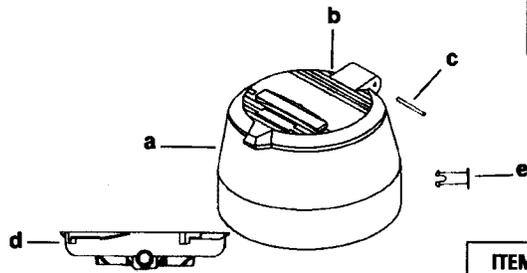
⁵ T-10 bronze bottom cap has a recessed Neptune logo or no logo visible

⁶ T-10 cast iron bottom cap has no logo



ITEM NO.	DESCRIPTION	PART NUMBER	
		SP CHAMBER	
		1 1/2"	2"
1	Bolts	8307-051	8307-051
2	Cover, Maincase	9082-002	9080-002
3	Gasket, Maincase	9083-001	9083-002
4	Strainer	9084-001	9084-002
5	Chamber Complete	9098-600	9098-610
6	Thrust Roller	9850-100	9850-100
7	Diaphragm	9086-101	9086-102
8	Control Block Assembly	9097-000	9097-010
9	O-Ring	8316-607	8316-606

REGISTRATION	¾"	¾"	1"	1½"	2"
Cu. Ft.	9107-012	9107-022	9107-032	9107-042	9107-052
Gal.	9107-011	9107-021	9107-031	9107-041	9107-051
M ³	9107-013	9107-023	9107-033	9107-043	9107-053



ITEM NO.	GOLD DESCRIPTION	BRONZE	PLASTIC	COLOR
	Register Box Assembled	9131-100	9131-000	
a	Register Box (Brz Box & Lid only)	9133-202	9133-001	
b	Register Cover	N/A	9132-001	
c	Hinge Pin, Register	N/A	8350-007	
d	Retainer Ring	9105-001	9105-001	
	Seal Pin, D/R Register, ProRead Register	9106-002	9106-001	9106-002
e	Seal Pin, High Profile Reg Box		9309-501	
	Screw, Seal Wire Register	8460-011		
	Seal Pin, Old Direct Read	9309-501		

SIZE	REGISTRATION	DIRECT READ	PROREAD* INSIDE 4-WHEEL ENCODER	PROREAD* INSIDE 6-WHEEL ENCODER	PROREAD* PIT 4-WHEEL ENCODER	PROREAD* PIT 6-WHEEL ENCODER	E-CODER INSIDE	E-CODER PIT	R900i INSIDE	R900i PIT
¾"	Cu. Ft.	R82F11	R62F11	R62F12	R72F11	R72F12	RE2F11	RH2F11	RD2F11	RW2F11
	Gal.	R82G11	R62G11	R62G12	R72G11	R72G12	RE2G11	RH2G11	RD2G11	RW2G11
	m ³	R82M11	R62M11	R82M12	R72M11	R72M12	RE2M11	RH2M11	RD2M11	RW2M11
¾"	Cu. Ft.	R82F21	R62F21	R62F22	R72F21	R72F22	RE2F21	RH2F21	RD2F21	RW2F21
	Gal.	R82G21	R62G21	R62G22	R72G21	R72G22	RE2G21	RH2G21	RD2G21	RW2G21
	m ³	R82M21	R62M21	R62M22	R72M21	R72M22	RE2M21	RH2M21	RD2M21	RW2M21
1"	Cu. Ft.	R82F31	R62F31	R62F32	R72F31	R72F32	RE2F31	RH2F31	RD2F31	RW2F31
	Gal.	R82G31	R62G31	R62G32	R72G31	R72G32	RE2G31	RH2G31	RD2G31	RW2G31
	m ³	R82M31	R62M31	R62M32	R72M31	R72M32	RE2M31	RH2M31	RD2M31	RW2M31
1½"	Cu. Ft.	R82F42	R62F41	R62F42	R72F41	R72F42	RE2F41	RH2F41	RD2F41	RW2F41
	Gal.	R82G42	R62G41	R62G42	R72G41	R72G42	RE2G41	RH2G41	RD2G41	RW2G41
	m ³	R82M42	R62M41	R62M42	R72M41	R72M42	RE2M41	RH2M41	RD2M41	RW2M41
2"	Cu. Ft.	R82F52	R62F51	R62F52	R72F51	R72F52	RE2F51	RH2F51	RD2F51	RW2F51
	Gal.	R82G52	R62G51	R62G52	R72G51	R72G52	RE2G51	RH2G51	RD2G51	RW2G51
	m ³	R82M52	R62M51	R62M52	R72M51	R72M52	RE2M51	RH2M51	RD2M51	RW2M51

* Registers do not include ARB®V remote receptacles. When ordering 1" registers for 10 Cu.Ft. registration, add SA68.

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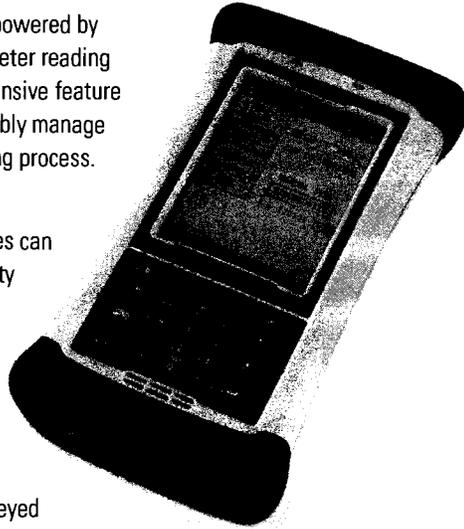
ARB® UTILITY MANAGEMENT SYSTEMS™



TRIMBLE NOMAD HANDHELD DATA COLLECTOR

The Trimble Nomad (Nomad), powered by Neptune's N_SIGHT™ R900® meter reading software, provides a comprehensive feature set that allows utilities to reliably manage and automate the meter reading process.

With Neptune's ARB® Utility Management Systems™, utilities can read their meters using a variety of data collection technologies – walk-by, mobile, or fixed network. The Nomad is just one component of Neptune's meter reading approach, allowing the meter reader to collect readings manually (keyed entry), probed, or via radio frequency (RF) with the R900® Belt Clip Receiver (BCR). Regardless of the method, the Nomad offers the capability to reliably collect and store meter readings throughout the entire work day.



The Nomad is loaded with meter reading routes through an Ethernet communication/charging cradle using Neptune's meter reading software or via USB with Windows Mobile Device Center. Communication/charging cradles are connected directly to a PC, a server supporting multiple computers, or the utility's LAN. Any meter reading data on the handheld is backed up to the Nomad's SD card until the unload process is completed. To unload meter reading data, the Nomad is inserted into the cradle at the office. Data is downloaded to the meter reading software and prepared for transfer to the billing system. The Nomad remains in the cradle to recharge so it is ready for work the next day.

For RF capabilities, the Nomad is paired via Bluetooth with the R900 BCR. The R900 BCR is Neptune's latest walk-by meter reading receiver and contains the latest in software defined radio (SDR) technology. Historically, receivers were integrated into the handheld; but with a separate belt clip device, the capabilities of the receiver are increased. In fact, the R900 BCR has a 50-channel receiver capable of processing eight readings simultaneously and 70 readings per second. This receiver is fully compatible with Neptune's R900 MIU as well as Advantage and Pocket ProReader probe devices. For more information please refer to the R900 BCR product sheet.

The Nomad is available in two models – the 900B (B) and the 900LE (LE). The B version is perfect for utilities that only want to utilize the handheld for meter reading purposes and pair via Bluetooth with the R900 BCR. The LE version is for those utilities who want additional advanced hardware features such as a third-party work order system or field geocoding. To support the requirements of these work order systems, the LE provides camera, GPS, and barcode

KEY FEATURES

- AMR capable – fully compatible with the R900 Belt Clip Receiver
- SD card backup of meter reading data
- Integrated GPS, barcode scanner, and 5MP camera*
- High-resolution, sunlight-readable VGA display with LED backlighting
- Designed for extreme durability – complies with IP68 & MIL-STD-810F
- Replaceable long-life lithium ion battery – 10+ hours on a single charge

KEY BENEFITS

- Reduces meter reading time and increases productivity when paired with R900 Belt Clip Receiver
- Supports multiple data collection methods – manual keyed entry, probed, and walk-by RF
- Supports full work day with high-capacity battery
- Fully capable of operations in harsh environmental conditions
- Hardware support for multiple utility functions such as meter reading and work orders*

*Requires 900LE model.

SPECIFICATIONS

Operating System	Windows Mobile 6.1
Software Application	N_SIGHT R900 (version 4.5 or later)
Processor	Marvell PXA320 806MHz
Memory	128 MB DDR SDRAM, 1GB Flash (900LE) & 512MB Flash (900B)
Display	Sunlight-readable 480 x 640 pixel (VGA) 16-bit color TFT with LED backlighting
Keyboard	Physical numeric On-screen alpha-numeric keypad accessible via touchscreen
Power Supply	Rechargeable lithium ion battery pack – 5000 mAh capacity Intelligent fast charge system (4-6 hours) Power management system Integrated charge status and low battery indicator Typical 10+ hour work day
Communication	WiFi (CCX v4 ASD) (802.11 b/g) Bluetooth 2.0 + EDR
Audio	Integrated speaker and microphone
AMR RF Receiver	Compatible via Bluetooth with R900 Belt Clip Receiver
Dimensions	Height: 1.96" (5 cm) Width: 3.92" (10 cm) Length: 6.92" (17.6 cm)
Weight	1.3 lbs. (596g) including rechargeable battery
Temperature Range	Operating: -22°F to +140°F (-30°C to +60°C) Storage: -40°F to +158°F (-40°C to +70°C) Humidity: 90% RH temp cycle 32°/+158°F (0°C/+70°C)
Environmental	Meets or Exceeds: <u>Water:</u> MIL-STD-810F, Method 510.3, Procedure I, IEC-529, IP68 <u>Sand & Dust:</u> MIL-STD-810F, Method 510.3, Procedure I, II, IEC-529, IP68 <u>Drop:</u> MIL-STD-810F, Method 516.5, Procedure IV <u>Vibration:</u> MIL-STD-810F, Method 514.5, Procedure I, II <u>Operating and Storage Temperature:</u> MIL-STD-810F, Method 501.4 – Procedure I, II, Method 502.4 – Procedure I, II, III <u>Temperature Shock:</u> MIL-STD-810F, Method 503.4, Procedure I <u>Humidity:</u> MIL-STD-810F, Method 507.4 <u>Altitude:</u> MIL-STD-810F, Method 500.5, Procedure I, II, III
Approvals	FCC, CE/R & TTE, IC (Canada), RoHS Compliant, PTCRB, Section 508 compliant, CCX v4 ASD, MIL-STD-461E RE102, MIL-STD-461E RS103
Accessories	Ethernet communications and charging cradle Spare battery charger Hand strap AC power adapter Anti-glare screen protector Replacement lithium ion battery Stylus
Warranty	Two-year comprehensive warranty Hardware and software maintenance contracts available

scanner capabilities. Both versions come with a Marvell 806 MHz processor to maximize field performance.

One of the most important requirements of a meter reading handheld is that the battery should last a full work day. The Nomad can do that and then some with its high-capacity 5000mAh battery capable of performing for 10+ hours even in cold weather conditions. During such a length of time in an outdoor environment, it's no surprise that the Nomad must be able to withstand harsh conditions. The Nomad meets rigorous MIL-STD-810F military standards for impact, vibration, humidity, altitude, and extreme temperatures. It also comes with an IP68 rating which means that the handheld is completely sealed against dust and can survive immersion in up to a meter of water for four hours.

To add even more value to the Nomad's high-value package, Neptune is offering the new Nomad with a two (2) year comprehensive warranty.



Trimble Nomad with charging cradle.

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neptunetg.com

ARB® UTILITY MANAGEMENT SYSTEMS™



TRIMBLE RANGER 3XE HANDHELD DATA COLLECTOR

STREAMLINE AND AUTOMATE WATER MEASUREMENT

When you work with Neptune's R900® System, you'll streamline and automate processes to help your workforce be more efficient in their jobs, saving your utility time and money. The Trimble Ranger 3XE's intuitive design reduces training time, and our automated features ensure that the data you collect is accurate and easy to share with other departments. And if you need it, you can count on our support staff to resolve issues quickly and efficiently. Neptune's systems provide the foundation that you can build on, turning data into meaningful information to improve accuracy, identify hidden causes of loss, and streamline operations.

PROTECT ASSETS WHILE ADOPTING NEW TECHNOLOGIES

Neptune has designed the R900 System to ensure that individual components work easily with past generations of equipment, and will work just as seamlessly with future innovations as your utility's needs evolve. For instance, the Trimble Ranger 3XE maintains support to read R900® MIUs through its internal HR2650i receiver. The Ranger lets you choose manual keyed entry, probed, and walk-by RF data collection methods at any time. The Ranger can also be paired via Bluetooth with the new R900® Belt Clip Transceiver (BCT). This enables features such as RF-activated data logging to extract 96 days' worth of hourly consumption data from the new enhanced R900 or E-Coder®)R900i™ for an individual account. You can phase in these and other new features and equipment at your own pace, confident that Neptune will support your future needs without leaving stranded assets.

ADDRESS CUSTOMER ISSUES AND IMPROVE SERVICE

With the Trimble Ranger 3XE and R900 BCT, access to the meter is not an issue, so your meter readers can quickly capture the information they need remotely. Your field personnel can now have AMI functionality in the palm of their hand, with immediate access to detailed interval data as well as flags for leaks, tamper, and reverse flow from E-Coder®-equipped meters. They can generate graphs of a customer's water consumption and show the customer on-screen exactly when excessive water usage occurred or when a probable continuous leak began. Seeing usage patterns and receiving alerts will help your utility proactively improve your customer service, heading off high bill complaints, reducing delinquent payments, and avoiding write-offs in the process.



KEY BENEFITS

- Increases Efficiency
 - Supports multiple data collection methods – manual keyed entry, probed, and walk-by RF
 - Integrated HR2650i receiver for easy transition to walk-by RF
 - Supports two-way communication to R900 when connected to R900 Belt Clip Transceiver (BCT)

- Protects your meter reading data
 - SD card backup
 - Meets MIL-STD-810G for impact, vibration, humidity, altitude, and extreme temperatures
 - Meets IP67 for protection against dust and water intrusion

- Analyze data at the source
 - View data logging graphs in the field to address high bill complaints
 - Identify high/low audit status failures
 - Receive leak, reverse flow, and days of no flow alerts from E-Coder-equipped meters

SPECIFICATIONS

- Operating System: Windows Mobile 6.5 Professional
- Software Application: N_SIGHT™ R900® (version 4.7 or later)
- Processor: TI AM3715 Sitara ARM Cortex-A8 processor at 800 MHz
- Memory: 256 MB RAM
- Display: 4.2 in (10.6 cm), 640 x 480 pixel, VGA TFT with LED backlighting
- Keyboard: QWERTY full keypad with number pad, directional buttons with 4 programmable buttons
- Power Supply
 - Rechargeable lithium ion battery pack – 11.1V, 2500 mAh, 27.8 Wh
 - Power management system
 - Integrated charge status and low battery indicator
 - Typical 10+ hour work day
- Communication
 - Bluetooth 2.0 + EDR
 - WiFi (802.11b/g)
- WWAN Radios
 - HSDPA, Tri-band
 - HSDPA/UMTS: 850/1900/2100 MHz, Quad-band
 - GSM/GPRS/EDGE
 - CDMA
- Audio: Integrated speaker and microphone
- AMR RF Receiver: HR2650i integrated receiver, Also compatible via Bluetooth with R900 Belt Clip Transceiver (BCT)
- Dimensions
 - Height: 1.9" (4.8 cm)
 - Width: 5.2" (13.1 cm)
 - Length: 10.5" (26.6 cm)
 - Weight: 2.3 lbs. (1.04 kg) including rechargeable battery and stylus
- Temperature Range
 - Operating: -22°F to +140°F (-30°C to +60°C)
 - Storage: -40°F to +158°F (-40°C to +70°C)
 - Humidity: 90% RH temp cycle -4°/+140°F (-20°C/+60°C)

- Environmental
 - Meets or exceeds:
 - Water: IEC-529, IP67
 - Sand & Dust: IEC-529, IP67
 - Drop: MIL-STD-810G, Method 516.6, Procedure IV
 - Vibration: MIL-STD-810G, Method 514.6, Procedure I, II
 - Operating and Storage Temperature: MIL-STD-810G, Method 501.5 – Procedure I, II, Method 502.5 – Procedure I, II, III
 - Temperature Shock: MIL-STD-810G, Method 503.5, Procedure I
 - Humidity: MIL-STD-810G, Method 507.5
 - Altitude: MIL-STD-810G, Method 500.5, Procedure I, II, III
- Approvals
 - FCC, CE, R&TTE, IC (Canada), C-tick, GCF compliant, RoHS compliant, Section 508 compliant, AT&T certified, WiFi Alliance certified, MIL-STD-810G, IP67, MIL-STD-461
- Accessories
 - Ethernet communications and charging cradle
 - Replacement lithium-ion battery
 - Hand strap
 - AC power adapter
 - Anti-glare screen protector
 - Stylus
- Warranty
 - Two year comprehensive warranty
 - Hardware and software maintenance contracts available

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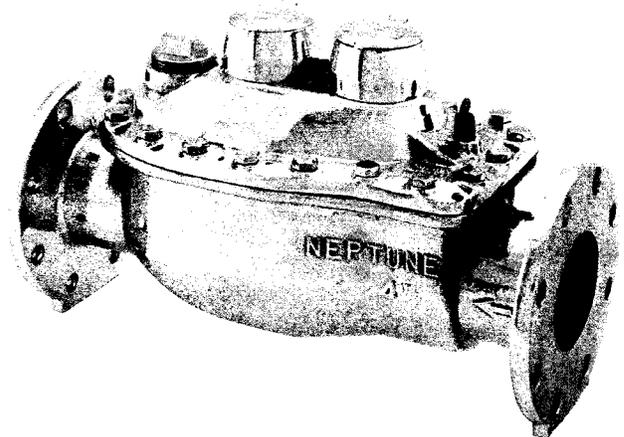
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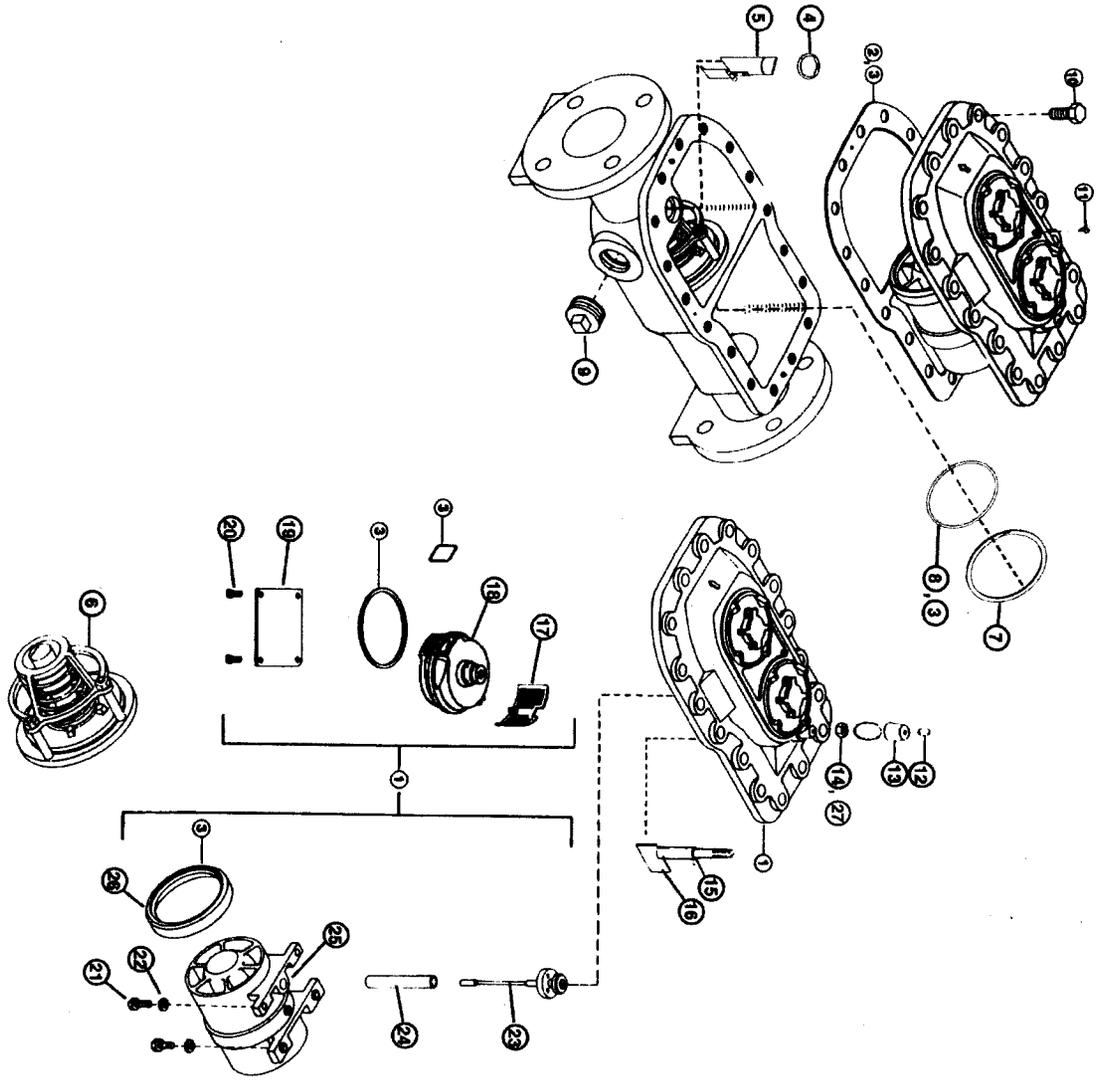
TRU/FLO® Compound Parts List



TRU/FLO COMPOUND PARTS LIST

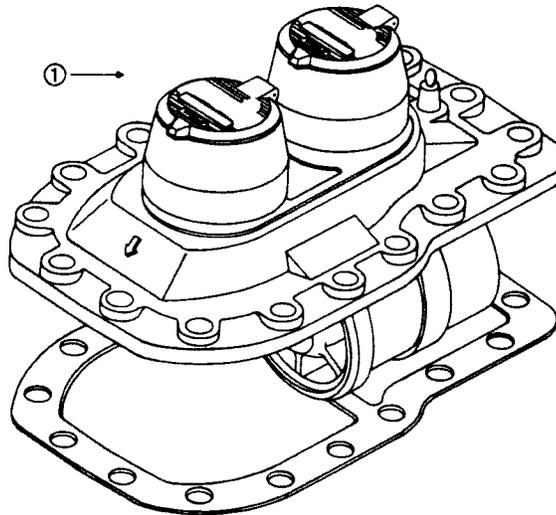
ITEM	DESCRIPTION	METER SIZE & PART NUMBERS		
		3"	4"	6"
1	Cover Assembly	9409-003	9565-100	9566-100
2	Maincase Gasket	8341-312	8341-313	8341-314
3	Maincase Gasket Kit	9685-001	9685-002	9685-003
4	Snap Ring	8579-033	8579-034	8579-036
5	Throttle Valve Assembly	9571-110	9571-200	9571-300
6	Main Valve Assembly	9403-120*	9403-121	9403-122
7	Main Valve Snap Ring	8579-305	8579-306	8579-307
8	O-Ring	8316-274	8316-276	8316-275
9	Pipe Plug	8315-027(2)	8315-028	8315-028
10	Bolt Cover	8329-405	8329-405	8329-421
11	Vent Screw	8394-003	8394-003	8394-003
12	Seal Wire with Lead Seal	41110-501	41110-501	41110-501
13	Seal Cap	11098-001	11098-001	11098-001
14	Calibration Nut	8545-417	8545-417	8545-417
15	O-Ring	8316-022	8316-022	8316-022
16	Calibration Vane Assembly	11097-600	11097-700	11097-800
17	T-10 Strainer	9399-002	9831-001	9831-002
18	T-10 Chamber	9400-600	9826-200	9826-300
19	Plate	9406-001	9406-002	9406-003
20	Screw	8305-042	8329-006	8329-114
21	Bolt	8329-007	8329-007	8329-206
22	Washer, Lock	8564-211	8564-211	8564-212
23	Drive Assembly	9485-006	9485-003	9485-008
24	Drive Sleeve	9484-008	9484-009	9484-010
25	Measuring Chamber Assembly	9439-001SP00	9439-002SP00	9439-106
26	Seal Ring	8340-063	8340-064	8340-065
27	Washer, Lock	8564-211	8564-211	8564-211

*This part is only available in a kit. P/N 9681-001



ITEM	DESCRIPTION	METER SIZE & PART NUMBER
		2" HP
1	Cover Assembly	9676-100
2	Maincase Gasket	9675-001
3a	Throttle Valve Door	9679-001
3b	Throttle Valve Seat	9680-001
4	Main Valve Assembly	9669-000
5	Screw, Retainer	8328-045
6	Retainer Ring	9674-001
7	O-Ring, Retainer	8316-041
8	Strainer	9855-001
9	Locking Ring	9856-001
10	Pipe Plug	8315-027(2)
11	Bolt, Cover	8329-213
12	Spirol Pin	8350-008
13	Vent Screw	8394-003
14	Seal Wire with Lead Seal	41110-501
15	Seal Cap	11098-001
16	Calibration Nut	8545-417
17	O-Ring	8316-022
18	Calibration Vane Assembly	11097-610
19	Maincase Gasket Kit	9685-004
20	T-10 Chamber	9400-600
21	T-10 Strainer	9399-002
22	Drive Assembly	9485-011
23	Drive Sleeve	9484-013
24	2" HPT Strainer	9399-003
25	Chamber Plate	9678-001
26	Screw	8396-007
27	Measuring Assembly	9861-000
28	Bolt	8305-042
29	Washer, Lock	8654-210
30	Seal Ring	8340-062
31	Washer, Lock	8654-211

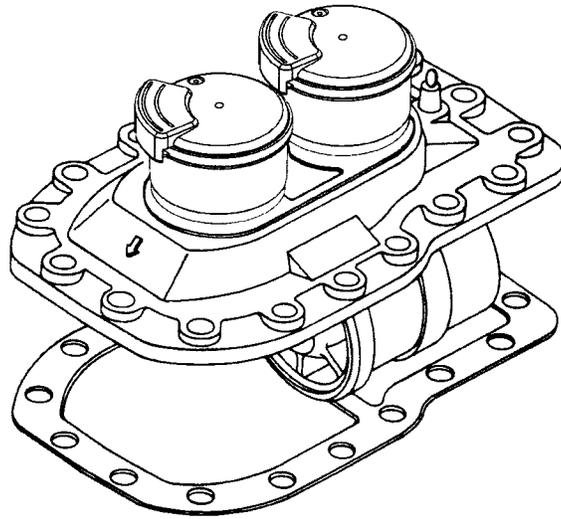
(UME INCLUDES: TWO REGISTERS, GASKET, AND COVER ASSEMBLY)



SIZE	REGISTRATION	(1) DIRECT READ		
		DISC REGISTER	TURBINE REGISTER	UME
2" HP	Cu. Ft.	R82F12	R85F1	9730-010
	Gal.	R82G12	R85G1	9730-020
	M ³	R82M12	R85M1	9730-040
2"	Cu. Ft.	R82F12	R83F2	N/A
	Gal.	R82G12	R83G2	N/A
	M ³	R82M12	R83M2	N/A
3"	Cu. Ft.	R82F12	R83F2	9596-110
	Gal.	R82G12	R83G2	9596-120
	M ³	R82M12	R83M2	9596-140
4" w/T-8 Register	Cu. Ft.	R81F22	R83F3	N/A
	Gal.	R81G22	R83G3	N/A
	M ³	R81M22	R83M3	N/A
6" w/T-8 Register	Cu. Ft.	R81F32	R83F4	N/A
	Gal.	R81G32	R83G4	N/A
	M ³	R81M32	R83M4	N/A
4" w/T-10 Register	Cu. Ft.	R82F22	R83F3	9596-210
	Gal.	R82G22	R83G3	9596-220
	M ³	R82M22	R83M3	9596-240
6" w/T-10 Register	Cu. Ft.	R82F32	R83F4	9596-310
	Gal.	R82G32	R83G4	9596-320
	M ³	R82M32	R83M4	9596-340

Note: When ordering registers, please include change gear combination or four-digit register code from dial face.

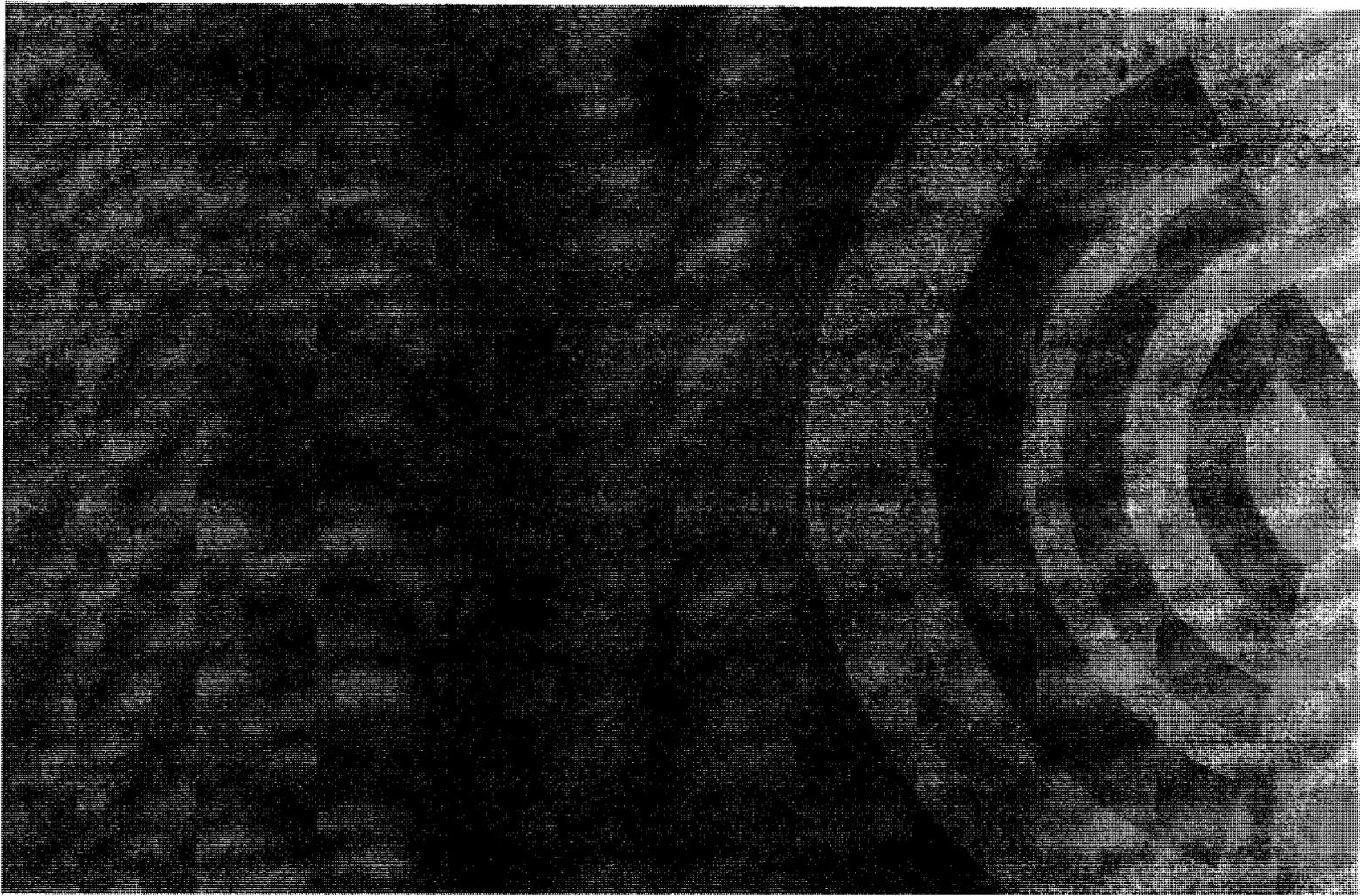
(UME INCLUDES: TWO REGISTERS, GASKET, AND COVER ASSEMBLY)



SIZE	REGISTRATION	ProRead™ (Pit) 4-Wheel Encoder*			ProRead™ (Pit) 6-Wheel Encoder*			E-Coder® (Pit)			E-Coder®/R900/™ (Pit)		
		DISC		TURBINE	DISC		TURBINE	DISC		TURBINE	DISC		TURBINE
		REGISTER	REGISTER	UME	REGISTER	REGISTER	UME	REGISTER	REGISTER	UME	REGISTER	REGISTER	UME
2" HP	Cu. Ft.	R78F11	R75F11	9730-018	R78F12	R75F12	9730-019	RH8F11	RH5F11	9730-011	RW8F11	RW5F11	9730-050
	Gal.	R78G11	R75G11	9730-028	R78G12	R75G12	9730-029	RH8G11	RH5G11	9730-021	RW8G11	RW5G11	9730-060
	M³	R78M11	R75M11	9730-048	R78M12	R75M12	9730-049	RH8M11	RH5M11	9730-041	RW8M11	RW5M11	9730-080
2"	Cu. Ft.	R72F11	R73F11	N/A	R72F12	R73F12	N/A	RH8F11	RH3F11	N/A	RW8F11	RW3F11	N/A
	Gal.	R72G11	R73G11	N/A	R72G12	R73G12	N/A	RH8G11	RH3G11	N/A	RW8G11	RW3G11	N/A
	M³	R72M11	R73M11	N/A	R72M12	R73M12	N/A	RH8M11	RH3M11	N/A	RW8M11	RW3M11	N/A
3"	Cu. Ft.	R78F11	R73F21	9596-111	R78F12	R73F22	9596-118	RH8F11	RH3F21	9596-119	RW8F11	RW3F21	9596-150
	Gal.	R78G11	R73G21	9596-121	R78G12	R73G22	9596-128	RH8G11	RH3G21	9596-129	RW8G11	RW3G21	9596-160
	M³	R78M11	R73M21	9596-141	R78M12	R73M22	9596-148	RH8M11	RH3M21	9596-149	RW8M11	RW3M21	9596-180
4" w/T8 Register	Cu. Ft.	R71F21	R73F31	N/A	R71F22	R73F32	N/A	RH1F21	RH3F31	N/A	RW1F21	RW3F31	N/A
	Gal.	R71G21	R73G31	N/A	R71G22	R73G32	N/A	RH1G21	RH3G31	N/A	RW1G21	RW3G31	N/A
	M³	R71M21	R73M31	N/A	R71M22	R73M32	N/A	RH1M21	RH3M31	N/A	RW1M21	RW3M31	N/A
6" w/T8 Register	Cu. Ft.	R71F31	R73F41	N/A	R71F32	R73F42	N/A	RH1F31	RH3F41	N/A	RW1F31	RW3F41	N/A
	Gal.	R71G31	R73G41	N/A	R71G32	R73G42	N/A	RH1G31	RH3G41	N/A	RW1G31	RW3G41	N/A
	M³	R71M31	R73M41	N/A	R71M32	R73M42	N/A	RH1M31	RH3M41	N/A	RW1M31	RW3M41	N/A
4" w/T10 Register	Cu. Ft.	R78F21	R73F31	9596-211	R78F22	R73F32	9596-218	RH8F21	RH3F31	9596-219	RW8F21	RW3F31	9596-250
	Gal.	R78G21	R73G31	9596-221	R78G22	R73G32	9596-228	RH8G21	RH3G31	9596-229	RW8G21	RW3G31	9596-260
	M³	R78M21	R73M31	9596-241	R78M22	R73M32	9596-248	RH8M21	RH3M31	9596-249	RW8M21	RW3M31	9596-280
6" w/T10 Register	Cu. Ft.	R78F31	R73F41	9596-311	R78F32	R73F42	9596-318	RH8F31	RH3F41	9596-319	RW8F31	RW3F41	9596-350
	Gal.	R78G31	R73G41	9596-321	R78G32	R73G42	9596-328	RH8G31	RH3G41	9596-329	RW8G31	RW3G41	9596-360
	M³	R78M31	R73M41	9596-341	R78M32	R73M42	9596-348	RH8M31	RH3M41	9596-349	RW8M31	RW3M41	9596-380

*Registers do not include ARB® remote receptacles.

Note: When ordering registers, please include change gear combination or four-digit register code from dial face.



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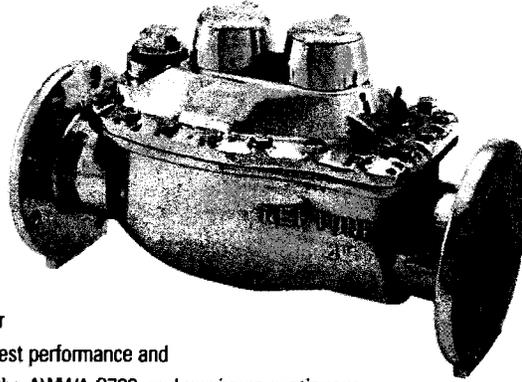


TRU/FLO® COMPOUND METER

SIZES: 2"HP, 3", 4", 6" AND 6"x8"



TRU/FLO® meters combine the low-flow sensitivity of a disc-type meter with the high-flow capacity of a turbine-type meter.



All TRU/FLO® Compound water meters meet or exceed the latest performance and accuracy requirements set by the AWWA C702, and maximum continuous flow rates may be exceeded by as much as 25% for intermittent periods.

APPLICATION

The TRU/FLO Compound water meter is designed to register wide-flow ranges where varying flow rates are typical. TRU/FLO meters combine the low-flow sensitivity of a disc-type meter with the high-flow capacity of a turbine-type meter.

OPERATION

The hydraulic valve transfers flow smoothly between the disc section and turbine section of the meter, minimizing the loss of accuracy in the crossover range. The turbine measuring element registers high flows and the disc measuring element registers low flows, ensuring accurate measurement at all flow rates.

CONSTRUCTION

The TRU/FLO consists of a durable no-lead high copper alloy maincase, Neptune Turbine measuring element, Neptune T-10 chamber, a patented hydraulic valve, and two magnetic-driven, roll-sealed registers.

The 6" x 8" TRU/FLO assembly consists of two 8" x 6" concentric reducers, a 6" Neptune strainer, and a 6" Neptune TRU/FLO Compound meter.

The no-lead high copper maincase is corrosion resistant, lightweight, and easy to handle.

A calibration vane allows field calibration of the UME to lengthen service life and to ensure accurate registration.

The two magnetic-driven, roll-sealed registers simplify the meter's design and reduce long-term maintenance by eliminating complicated combining drive mechanisms. For reading convenience, the registers can be mounted in any one of four positions on the meter.

WARRANTY

Neptune provides a limited warranty with respect to its TRU/FLO Compound water meters for performance, materials and workmanship.

When desired, owner maintenance is easily accomplished by in-line replacement of major components, or a factory calibrated UME.

KEY FEATURES

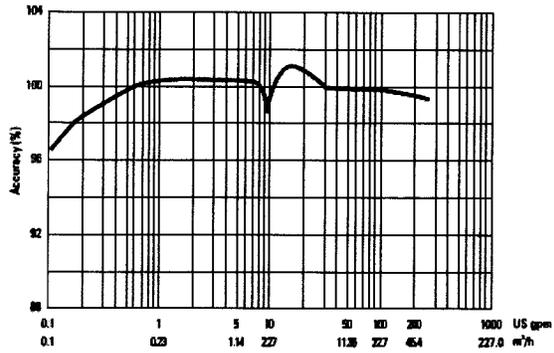
- Patented hydraulic valve design*
- Minimum loss of accuracy in the crossover range increases revenue
- Spring-loaded valve eliminates need for frequent adjustment and service
- Combined Turbine and Disc Measuring Elements
 - Industry-leading flow ranges at 98.5%–101.5% accuracy ensure maximum revenue
 - Direct coupling of rotor to gear train ensures accurate registration
 - Unitized Measuring Element (UME) makes maintenance easier and faster with less downtime
 - Calibration vane allows in-line service to extend life and ensure accurate registration
- Compact Maincase
 - Made from no-lead high copper alloy
 - ANSI/NSF 61 certified
 - Lifetime guarantee
 - Compact, lightweight design provides for easy installation and in-line serviceability

* U.S. patent nos. 4,437,344 and 4,429,571

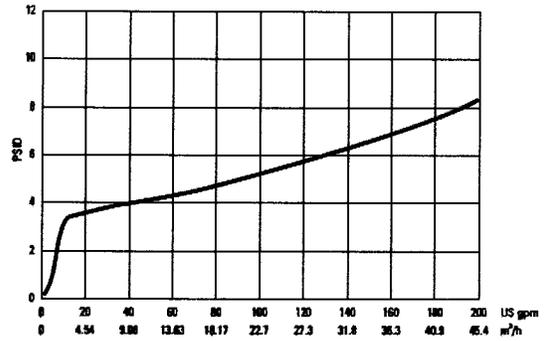
SYSTEMS COMPATIBILITY

Adaptability to all present and future systems for flexibility.

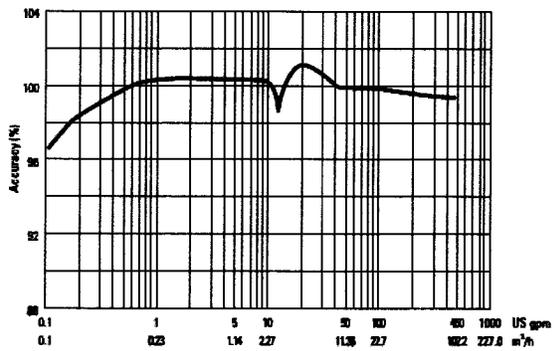
2" ACCURACY



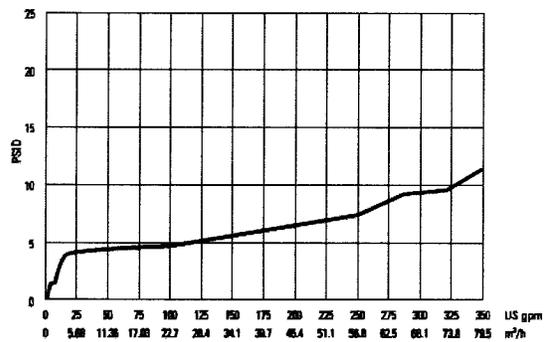
2" PRESSURE LOSS



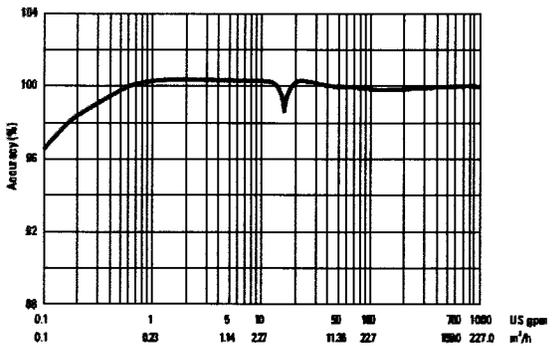
3" ACCURACY



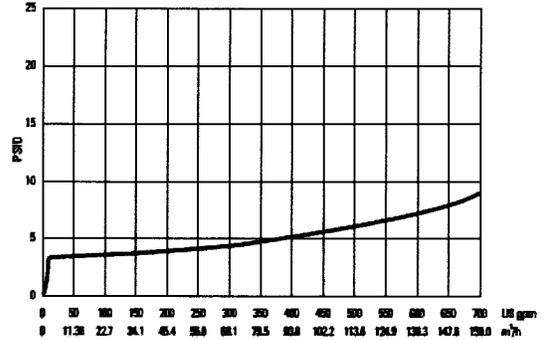
3" PRESSURE LOSS



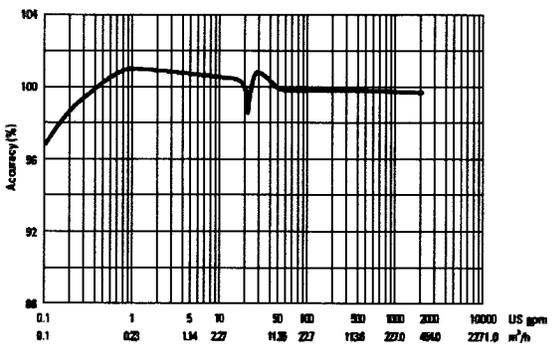
4" ACCURACY



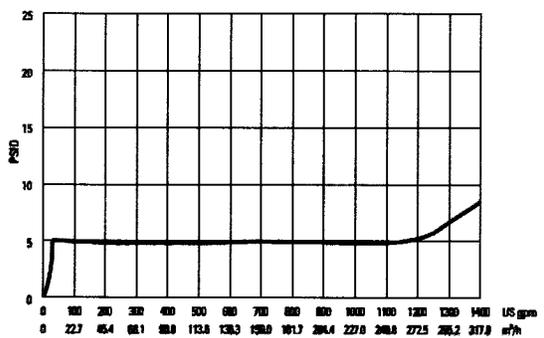
4" PRESSURE LOSS



6" ACCURACY



6" PRESSURE LOSS

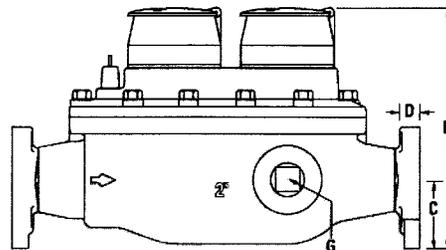
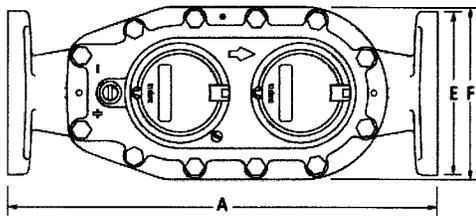


OPERATING CHARACTERISTICS

Meter Size	Normal Operating Range @100% Accuracy (±1.5%)	AWWA Standard	Low Flow @ 95% Accuracy
2"	1/2 to 200 US gpm	2 to 160 US gpm	1/8 US gpm
	0.11 to 45.4 m ³ /h	454 to 36.34 m ³ /h	0.03 m ³ /h
3"	1/2 to 450 US gpm	4 to 320 US gpm	1/8 US gpm
	0.11 to 102.2 m ³ /h	.91 to 72.68 m ³ /h	0.03 m ³ /h
4"	1 to 1000 US gpm	6 to 500 US gpm	1/2 US gpm
	0.23 to 227.1 m ³ /h	1.36 to 113.56 m ³ /h	0.11 m ³ /h
6"	1 1/2 to 2000 US gpm	10 to 1000 US gpm	3/4 US gpm
	0.34 to 454.2 m ³ /h	2.27 to 227.12 m ³ /h	0.17 m ³ /h
6" x 8"	1 1/2 to 2000 US gpm	16 to 1600 US gpm	3/4 US gpm
	0.34 to 454.2 m ³ /h	3.63 to 363.4 m ³ /h	0.17 m ³ /h

DIMENSIONS

Meter Size	A	B-Std	B-ARB	C	D	E	F	G	Flange Type	Weight
	in/mm	in/mm	in/mm	in/mm	in/mm	in/mm	in/mm	in/mm		lbs/kg
2" HP	15 1/4	8 5/8	9	2 1/2	13/16	5 7/8	6	1 1/2 NPT	2" Oval	32
	387	219	229	64	21	149	152	38	150 lb	14.5
3"	17	10 1/2	11	3 3/4	5/8	7 1/2	8 1/2	1 1/2 NPT	3" ANSI	72
	432	267	279	95	16	191	216	38	150 lb	32.7
4"	20	12 1/2	13	4 1/2	11/16	9	9 1/8	2 NPT	4" ANSI	100
	508	318	330	114	17	229	232	51	150 lb	45.4
6"	24	15 3/4	16 1/4	5 1/2	1	11	12 3/4	2 NPT	6" ANSI	208
	610	400	413	140	25	279	324	51	150 lb	94.3
6"x8"	55 3/8	15 3/4	16 1/4	5 1/2	1	11	12 3/4	2 NPT	6" ANSI	460
	1407	400	413	140	25	279	232	51	150 lb	208.5



GUARANTEED SYSTEMS COMPATIBILITY

All Neptune TRU/FLO Compound meters are guaranteed adaptable to our ARB®V, ProRead™ (ARB VI), E-Coder®R900i, E-Coder, TRICON®/S, TRICON/E3®, and Neptune meter reading systems without removing the meter from service.

REGISTRATION

		Turbine Side		Disc Side
Registration		2", 3",	6",	2", 3", 4"
(per sweep hand revolution)		4"	6"x8"	6", 6"x8"
1,000	US Gallons		3	
1,000	Imperial Gallons		3	
100	US Gallons	3		
100	Imperial Gallons	3		
100	Cubic Feet		3	
10	US Gallons			3
10	Imperial Gallons			3
10	Cubic Feet	3		
10	Cubic Metres		3	
1	Cubic Foot			3
1	Cubic Metre	3		
0.1	Cubic Metre			3
		Turbine Side	Disc Side	
Register Capacity 2", 3",		6",	2", 3", 4"	
(6-wheel odometer)		4"	6"x8"	6", 6"x8"
1,000,000,000	US Gallons		3	
1,000,000,000	Imperial Gallons		3	
100,000,000	US Gallons	3		
100,000,000	Imperial Gallons	3		
100,000,000	Cubic Feet		3	
10,000,000	US Gallons			3
10,000,000	Imperial Gallons			3
10,000,000	Cubic Feet	3		
10,000,000	Cubic Metres		3	
1,000,000	Cubic Feet			3
1,000,000	Cubic Metres	3		
100,000	Cubic Metres			3

SPECIFICATIONS

- Application: cold water measurement of flow in one direction
- Maximum operating pressure: 150 psi (1034 kPa)
- Maximum operating temperature: 80°F
- Register: direct reading, center sweep, roll-sealed, magnetic drive with low-flow indicator
- Measuring element:
 - AWWA Class II Turbine, dual suspension
 - Nutating disc

OPTIONS

- Sizes: 2" HP, 3", 4", 6", and 6"x8"
- Units of measure: U.S. gallons, imperial gallons, cubic feet, cubic metres
- Register types:
 - Direct reading: bronze box and cover (standard)
 - Remote reading systems*: ProRead, E-Coder®R900i, E-Coder, TRICON/S, TRICON/E3
 - Reclaim
- Companion flanges:
 - 2", 3", 4" bronze or cast iron
 - 6", 6" x 8" cast iron
- Strainer: 2", 3", 4", 6" ANSI/NSF 61 no-lead high copper alloy

* Consult factory for meter performance specifications when fitted with ARB.

Neptune engages in ongoing research and development to improve and enhance its products. Therefore, Neptune reserves the right to change product or system specifications without notice.

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L5N 5M9
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Neptune Technology Group Inc.
Ejército Nacional No. 418
Piso 12, Desp. 1201-1202
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Delegación Miguel Hidalgo
11570 México, Distrito Federal
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Fax: (525) 55203 6503





ADDITIONAL REMARKS SCHEDULE

AGENCY MARSH USA, INC.		NAMED INSURED HD SUPPLY, INC. CUMBERLAND CENTER II 3100 CUMBERLAND BOULEVARD ATLANTA, GA 30339	
POLICY NUMBER		EFFECTIVE DATE:	
CARRIER	NAIC CODE		

ADDITIONAL REMARKS

THIS ADDITIONAL REMARKS FORM IS A SCHEDULE TO ACORD FORM,
FORM NUMBER: 25 FORM TITLE: Certificate of Liability Insurance

HD Supply 15-16 Additional Workers Compensation Carriers Continued:

Carrier: New Hampshire Insurance Company
 Policy #: WC 024781033
 Effective Dates: 08/30/2015 - 08/30/2016
 Workers Compensation Limits: Statutory
 EL Each Accident - \$1,000,000
 EL Disease - Policy Limit - \$1,000,000
 EL Disease - Each Employee - \$1,000,000
 States Covered: AK, AZ, VA

Carrier: New Hampshire Insurance Company
 Policy #: WC 024781034
 Effective Dates: 08/30/2015 - 08/30/2016
 Workers Compensation Limits: Statutory
 EL Each Accident - \$1,000,000
 EL Disease - Policy Limit - \$1,000,000
 EL Disease - Each Employee - \$1,000,000
 States Covered: IL, KY, NC, NH, UT, VT

Carrier: New Hampshire Insurance Company
 Policy #: WC 024781036
 Effective Dates: 08/30/2015 - 08/30/2016
 Workers Compensation Limits: Statutory
 EL Each Accident - \$1,000,000
 EL Disease - Policy Limit - \$1,000,000
 EL Disease - Each Employee - \$1,000,000
 States Covered: ME

Carrier: New Hampshire Insurance Company
 Policy #: WC 024781037
 Effective Dates: 08/30/2015 - 08/30/2016
 Workers Compensation Limits: Statutory
 EL Each Accident - \$1,000,000
 EL Disease - Policy Limit - \$1,000,000
 EL Disease - Each Employee - \$1,000,000
 States Covered: NJ, PA

Carrier: New Hampshire Insurance Company
 Policy #: WC 024781035
 Effective Dates: 08/30/2015 - 08/30/2016
 Workers Compensation Limits: Statutory
 EL Each Accident - \$1,000,000
 EL Disease - Policy Limit - \$1,000,000
 EL Disease - Each Employee - \$1,000,000
 States Covered: MA, ND, OH, WA, WI, WY



ADDITIONAL REMARKS SCHEDULE

AGENCY MARSH USA, INC.		NAMED INSURED HD SUPPLY, INC. CUMBERLAND CENTER II 3100 CUMBERLAND BOULEVARD ATLANTA, GA 30339
POLICY NUMBER		
CARRIER	NAIC CODE	EFFECTIVE DATE:

ADDITIONAL REMARKS

**THIS ADDITIONAL REMARKS FORM IS A SCHEDULE TO ACORD FORM,
FORM NUMBER: 25 FORM TITLE: Certificate of Liability Insurance**

HD SUPPLY INSUREDS

HD Supply, Inc. Entity List

- HD Supply Holdings, Inc. (f/k/a HDS Investment Holding, Inc.; name changed)
- HDS Holding Corporation
- HD Supply, Inc.
- HD Supply Holdings, LLC
- HD Supply GP & Management, Inc.
- HD Supply Management, Inc.
- HD Supply Support Services, Inc.
- Brafasco Holdings II, Inc.
- Brafasco Holdings, Inc.
- Cox Lumber Co. (merged into LBM Holdings, LLC)
- Creative Touch Interiors, Inc. d/b/a HD Supply Interior Solutions
- HD Supply Canada Inc d/b/a HD Supply Industrial Solutions
- HD Supply Charitable Fund, Inc.
- HD Supply Construction Supply Group, Inc.
- HD Supply Construction Supply, Ltd. d/b/a HD Supply Construction and Industrial
- HD Supply Distribution Services, LLC d/b/a HD Supply Hardware Solutions
- HD Supply Facilities Maintenance Group, Inc.
- HD Supply Facilities Maintenance, Ltd. d/b/a HD Supply Facilities Maintenance; d/b/a HD Supply Government Solutions; d/b/a HD Supply Healthcare Solutions; d/b/a HD Supply Hospitality Solutions; d/b/a HD Supply Maintenance Solutions; d/b/a HD Supply Multi Family Solutions
- HD Supply FM Services, LLC (organized)
- HD Supply Electrical, Ltd. (converted and merged into HD Supply Utilities, Ltd.)
- HD Supply Fasteners & Tools, Inc. (name changed to HDS Power Solutions, Inc.)
- HDS Power Solutions, Inc. (f/k/a HD Supply Fasteners & Tools, Inc.; name changed)
- HD Supply Power Solutions Group, Inc. (f/k/a HD Supply Utilities Group, Inc name changed)
- HD Supply Power Solutions, Ltd. (f/k/a HD Supply Utilities, Ltd., name changed) d/b/a HD Supply Power Solutions
- HD Supply Repair & Remodel, LLC d/b/a HD Supply Home Improvement Solutions; d/b/a Contractors' Warehouse
- HD Supply Utilities Group, Inc. (name changed to HD Supply Power Solutions Group, Inc.)
- HD Supply Utilities, Ltd. (name changed to HD Supply Power Solutions, Ltd.)
- HD Supply Waterworks Group, Inc.
- HD Supply Waterworks, Ltd. d/b/a HD Supply Waterworks; d/b/a HD Supply Fire Protection; d/b/a/ HD Supply Fusible Piping
- HD Builder Solutions Group, LLC (merged into Creative Touch Interiors, Inc.)
- HDS IP Holding, LLC
- HSI IP, Inc.
- LBM Holdings, LLC
- Madison Corner, LLC (dissolved)
- NHDSA LLC
- NHDSA Holding, LLC
- Park Emp, LLC (dissolved)
- ProValue, LLC
- Sunbelt Supply Canada, Inc. (dissolved)
- White Cap Construction Supply, Inc.
- Williams Bros. Lumber Company, LLC (dissolved)
- HD Supply International Holdings, Inc.



ADDITIONAL REMARKS SCHEDULE

AGENCY MARSH USA, INC.		NAMED INSURED HD SUPPLY, INC. CUMBERLAND CENTER II 3100 CUMBERLAND BOULEVARD ATLANTA, GA 30339	
POLICY NUMBER		EFFECTIVE DATE:	
CARRIER	NAIC CODE		

ADDITIONAL REMARKS

THIS ADDITIONAL REMARKS FORM IS A SCHEDULE TO ACORD FORM,
FORM NUMBER: 25 FORM TITLE: Certificate of Liability Insurance

- HD Supply International Holdings II, LLC
- HD Supply (Hong Kong) Limited
- HD Supply India Private Limited (dissolved)
- HD Supply Panama, S.A.
- HD Supply (Shenzhen) Company Limited
- Pro Canadian Holdings I, ULC
- Solbelt Supply Southwest, S.A. de C.V.
- Amerfile LLC (merged into HD Supply Facilities Maintenance, Ltd.)
- AP RE LLC (merged into HD Supply Facilities Maintenance, Ltd)
- GCP Amerfile Coinvest Inc. (merged into HD Supply Holdings, LLC)
- Peachtree Business Products LLC (merged into HD Supply Facilities Maintenance, Ltd)
- Varsity AP Holding Corporation (merged into HD Supply Holdings, LLC)
- Varsity AP Holdings LLC (merged into HD Supply Facilities Maintenance, Ltd.)

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

ENDORSEMENT #

This endorsement, effective 12:01 A.M. 08/30/2015 forms a part of
Policy No. CA 746-98-44 issued to HD SUPPLY, INC
By NATIONAL UNION FIRE INSURANCE COMPANY OF PITTSBURGH, PA

ADDITIONAL INSURED - WHERE REQUIRED UNDER CONTRACT OR AGREEMENT

This endorsement modifies insurance provided under the following:

BUSINESS AUTO COVERAGE FORM

SCHEDULE

ADDITIONAL INSURED:

ANY PERSON OR ORGANIZATION FOR WHOM YOU ARE CONTRACTUALLY BOUND BY A WRITTEN CONTRACT OR AGREEMENT TO PROVIDE ADDITIONAL INSURED STATUS BUT ONLY TO THE EXTENT OF SUCH PERSON OR ORGANIZATIONS LIABILITY ARISING OUT OF THE USE OF A COVERED "AUTO".

- I. **SECTION II - LIABILITY COVERAGE, A. Coverage, 1. - Who Is Insured, is amended to add:**
 - d. Any person or organization, shown in the schedule above, to whom you become obligated to include as an additional insured under this policy, as a result of any contract or agreement you enter into which requires you to furnish insurance to that person or organization of the type provided by this policy, but only with respect to liability arising out of use of a covered "auto". However, the insurance provided will not exceed the lesser of:
 - (1) The coverage and/or limits of this policy, or
 - (2) The coverage and/or limits required by said contract or agreement.


Authorized Representative

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

ADDITIONAL INSURED – OWNERS, LESSEES OR CONTRACTORS – SCHEDULED PERSON OR ORGANIZATION

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

SCHEDULE

Name Of Additional Insured Person(s) Or Organization(s)	Location(s) Of Covered Operations
<p>ANY PERSON OR ORGANIZATION FOR WHOM YOU ARE PERFORMING OPERATIONS WHEN YOU AND SUCH PERSON OR ORGANIZATION HAVE AGREED IN WRITING IN A CONTRACT OR AGREEMENT THAT SUCH PERSON OR ORGANIZATION BE ADDED AS AN ADDITIONAL INSURED ON YOUR POLICY</p>	<p>PER THE CONTRACT OR AGREEMENT</p>
<p>Information required to complete this Schedule, if not shown above, will be shown in the Declarations.</p>	

A. Section II – Who Is An Insured is amended to include as an additional insured the person(s) or organization(s) shown in the Schedule, but only with respect to liability for "bodily injury", "property damage" or "personal and advertising injury" caused, in whole or in part, by:

1. Your acts or omissions; or
2. The acts or omissions of those acting on your behalf;

in the performance of your ongoing operations for the additional insured(s) at the location(s) designated above.

However:

1. The insurance afforded to such additional insured only applies to the extent permitted by law; and
2. If coverage provided to the additional insured is required by a contract or agreement, the insurance afforded to such additional insured will not be broader than that which you are required by the contract or agreement to provide for such additional insured.

B. With respect to the insurance afforded to these additional insureds, the following additional exclusions apply:

This insurance does not apply to "bodily injury" or "property damage" occurring after:

1. All work, including materials, parts or equipment furnished in connection with such work, on the project (other than service, maintenance or repairs) to be performed by or on behalf of the additional insured(s) at the location of the covered operations has been completed; or
2. That portion of "your work" out of which the injury or damage arises has been put to its intended use by any person or organization other than another contractor or subcontractor engaged in performing operations for a principal as a part of the same project.

C. With respect to the insurance afforded to these additional insureds, the following is added to Section III – Limits Of Insurance:

If coverage provided to the additional insured is required by a contract or agreement, the most we will pay on behalf of the additional insured is the amount of insurance:

1. Required by the contract or agreement; or

2. Available under the applicable Limits of Insurance shown in the Declarations;

whichever is less.

This endorsement shall not increase the applicable Limits of Insurance shown in the Declarations.