

**City of Palmer  
Action Memorandum No. 17-055**

**Subject:** Authorizing the City Manager to Enter into a Sole Source Procurement and Execute a Contract with Badger Meter, Inc. for Badger Water Meters and Supplies in the Amount of \$26,052.00

**Agenda of:** July 25, 2017

**Council Action:**     **Approved**                       **Amended:** \_\_\_\_\_  
                                   **Denied**


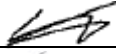
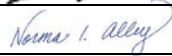
**Originator Information:**

**Originator:**            Chris Nall, Director of Public Works

**Department Review:**

Route to:	Department Director:	Signature:	Date:
_____	Community Development	_____	_____
√	Finance		07/07/2017
_____	Fire	_____	_____
_____	Police	_____	_____
√	Public Works		07/06/2017

**Approved for Presentation By:**

	Signature:	Remarks:
City Manager		_____
City Attorney		_____
City Clerk		_____

**Certification of Funds:**


Total amount of funds listed in this legislation:    \$ 26,052.00

This legislation (√):

- Creates revenue in the amount of:                      \$ \_\_\_\_\_
- Creates expenditure in the amount of:                      \$ 26,052.00
- Creates a saving in the amount of:                      \$ \_\_\_\_\_
- Has no fiscal impact

Funds are (√):

- Budgeted                      Line item(s):    02-01-10-6053
- Not budgeted                      \_\_\_\_\_

Director of Finance Signature: 

**Attachment(s):**

- Badger Meter Quote – June 2017

**Summary Statement:**

This AM requests approval to purchase new repair parts to rebuild meters, meter heads, and new meters from Badger Meter, Inc.

PMC 3.21.230 allows for governmental and proprietary purchases.

The City has approximately 2,100 Badger water meters in service throughout Palmer. On an annual basis, the City purchases water meters and accessories from Badger Meter, Inc. to issue to new customers and replace old, failing meters.

Limiting the source of water meters and meter parts to Badger Meter, Inc. to maintain a consistent inventory of meter equipment and to ensure water meters are compatible with meter reading equipment allows the water department to work more effectively and efficiently.

The Department of Public Works budgets annually for the maintenance and replacement of water meters and system components.

**Administration's Recommendation:**

To approve Action Memorandum No. 17-055 Authorizing the City Manager to Enter into a Sole Source Procurement and Execute a Contract with Badger, Meter, Inc. for Badger Water Meters and Supplies.



# QUOTATION

7220 South Fraser Street  
 Centennial, CO 80112  
 Phone: 303.339.9100  
 Fax: 303.649.1017

DATE: June 15, 2017  
 QUOTED BY: Charla Dury  
 CUSTOMER EMAIL: [rpittnam@palmerak.org](mailto:rpittnam@palmerak.org)

**BILL TO:** City of Palmer  
 231 W Evergreen  
 Palmer, AK 99645-6952

**SHIP TO:** City of Palmer  
 231 W Evergreen  
 Palmer, AK 99645-6952

SALESPERSON	PAYMENT TERMS	SHIPPING METHOD	SHIPPING TERMS	SUBJECT TO REVIEW
Jimmy Terry	Net 30 Days	Best Way	FOB Centennial, CO.	12/31/2017

QTY	Product Description	UNIT PRICE	AMOUNT
2	Badger Model 170 2" Meter body only with NL Elliptical w/ 316 SS Hardware	\$ 611.00	\$ 1,222.00
2	HRE 8-dial and CE ORION Endpoint, Gallons, 10' lead with Twist Tight connections to fit Models 25 through 170 w/ remote antennae mount (64394-029)	\$ 140.00	\$ 280.00
8	Badger Model 120 1 1/2" Meter body only with NL Elliptical w/ 316 SS Hardware	\$ 423.00	\$ 3,384.00
8	HRE 8-dial and CE ORION Endpoint, Gallons, 10' lead with Twist Tight connections to fit Models 25 through 170 w/ remote antennae mount (64394-029)	\$ 140.00	\$ 1,120.00
6	Badger Model 70 1" Meter body only with 1" NL Connections	\$ 171.00	\$ 1,026.00
6	HRE 8-dial and CE ORION Endpoint, Gallons, 10' lead with Twist Tight connections to fit Models 25 through 170 w/ remote antennae mount (64394-029)	\$ 140.00	\$ 840.00
90	Badger Model 25 5/8" x 3/4" Meter body only with 3/4" NL Connections	\$ 62.00	\$ 5,580.00
90	HRE 8-dial and CE ORION Endpoint, Gallons, 10' lead with Twist Tight connections to fit Models 25 through 170 w/ remote antennae mount (64394-029)	\$ 140.00	\$ 12,600.00

<b>SUBTOTAL</b>	\$ 26,052.00
<b>SALES TAX</b>	-
<b>FREIGHT</b>	Add
<b>TOTAL</b>	\$ 26,052.00

Sales Tax: To be quoted at time of order  
 Est. Lead Time: 4 to 6 weeks ARO

THANK YOU FOR YOUR BUSINESS!!



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 Centennial, CO 80112  
 Phone: 303.339.9100  
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 CUSTOMER EMAIL: [rpittnam@palmerak.org](mailto:rpittnam@palmerak.org)

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**Standard Terms & Conditions**

**1. Terms**

Terms are cash in advance, except where satisfactory credit is established in which case terms are net thirty (30) days from date of invoice. National Meter reserves the right to revoke any credit extended at National Meter's sole discretion. Customer agrees to pay such invoices when due regardless of other scheduled deliveries. Interest may be charged at the rate of 18% per year (but not more than the highest rate permitted by applicable law) on accounts more than 30 days past due. Customer agrees to pay all costs of collection, including reasonable attorneys' fees, on all past due accounts. Invoices may be submitted as partial shipments are made. If the financial condition of the customer does not justify the terms of payment specified, National Meter may demand full or partial payment in advance before proceeding with fulfilling and shipping an order. If shipment is delayed beyond the scheduled date by customer, payment shall be due in full when National Meter is prepared to make the shipment. If customer defaults in any payment when due, then the whole invoice shall immediately become due and payable upon demand, or National Meter, at its option without prejudice to other lawful remedies, may defer delivery or cancel the order. If delivery is deferred, the ordered goods may be stored as follows. If the ordered goods are not shipped within 15 days after notification to Customer that they are ready for shipping, for any reason beyond National Meter's reasonable control, including Customer's failure to give shipping instructions, National Meter may store such ordered goods at Customer's risk in a warehouse or yard or upon National Meter's premises, and Customer shall pay all handling, transportation and storage costs at the prevailing commercial rates upon submission of invoices therefor.

**2. Freight**

All shipments of the products will be made F.O.B. point of shipment, FULL FREIGHT ALLOWED for customer Purchase Orders of \$15,000 or more by the shipping method National Meter deems most advantageous. Orders for LESS THAN \$15,000 will be PREPAID AND CHARGED to the customer, F.O.B. point of shipment by the method National Meter deems most advantageous unless means of shipment otherwise are specified by the customer. Transportation and insurance charges, expenses and costs will be collected, or, if prepaid, will be invoiced to Customer and we are not included in the prices shown unless otherwise provided for by National Meter in writing. Risk of loss or damage to the Products shall automatically pass to Customer when Products are placed with a common carrier for shipment to Customer's location. To be eligible for credit against defective shipments, Customer must report any errors in any defective package immediately upon receipt to National Meter ALL Freight Claims for material damage in shipment are to be filed with freight carrier by the customer.

**3. Returns**

Any products to be returned must be pre-approved and evidenced by a copy of a Return Authorization issued by National Meter. All product returned due to Customer order errors will be subject to a 25% RESTOCK CHARGE plus all freight charges and must be returned within 90 days after invoice. All products must be in new condition and in original packaging. All products to be returned due to defects will be returned to the manufacturer for inspection before credit will be approved. Manufacturer will provide shipping instructions and their Return Authorization numbers before material can be returned.

**4. Right to Substitute**

Badger Meter continues to improve and redesign our products to provide our customers with state-of-the-art technology solutions. Therefore, Badger Meter reserves the right to provide our newest product solutions as an alternative to the proposed products, provided the replacement products meet the following requirements: are substantially similar to and are at least of equal quality and performance to, are in conformance with the requirements in the applicable specifications, meet the actual needs or are otherwise suitable for the intended use, and are priced at an amount that does not exceed the price of the quoted products.

The RTR has been a very reliable and useful product in the utility industry for several years. Badger Meter is focused on improving and updating our products and keeping up with utility demands. The new line of high resolution encoders provide more information in greater detail than the RTR. For this reason, Badger Meter will be discontinuing production of the RTR by the end of 2016. We reserve the right to substitute the RTR with a HRE or HRE ELCD encoder based on the customer's choice

**5. Certified Test**

Badger Meter provides certification files to help manage meter and endpoint inventory and to maintain meter accuracy data. The standard method of delivery for this format is via electronic mail. Any deviations from our standard format, or any custom file formats, will be considered on a time and material basis. Please contact your Account Manager if you require more information.

**6. Beacon**

At the beginning of each new contract period, Badger Meter reserves the right to increase the subscription fee price no greater than the increase in the Producers Price Index for Totalizing Fluid Meters and Counting Devices as reported by the U.S. Department of Labor. The date of the previous contract shall be used to determine the base index.