

RESOLUTION NO. 09-614

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF
BLACK DIAMOND, KING COUNTY, WASHINGTON TO
EXECUTE A CONTRACT WITH UNITED PIPE AND
SUPPLY FOR THE PURCHASE OF METER READING
SYSTEM**

WHEREAS, the City of Black Diamond issued a request for proposals for a meter reading system; and

WHEREAS, City staff evaluated the submitted proposals and concluded that the proposal submitted by United Pipe and Supply would best meet the needs of the City; and

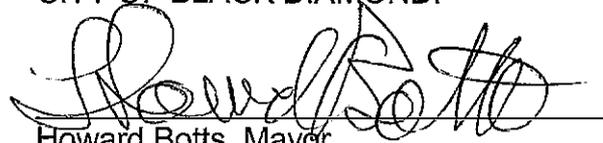
WHEREAS, the meter replacement program will be a three-year process;

NOW, THEREFORE, THE CITY COUNCIL OF THE CITY OF BLACK DIAMOND, WASHINGTON, DOES RESOLVE AS FOLLOWS:

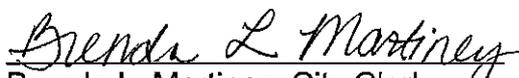
Section 1. The Mayor is hereby authorized to execute a three-year contract with United Pipe and Supply for the purchase of a meter reading system as contained in the form hereto as Exhibit A with the first year costs not to exceed \$50,820.46.

PASSED BY THE CITY COUNCIL OF THE CITY OF BLACK DIAMOND, WASHINGTON, AT A REGULAR MEETING THEREOF, THIS 2ND DAY OF JULY, 2009.

CITY OF BLACK DIAMOND:


Howard Botts, Mayor

Attest:


Brenda L. Martinez, City Clerk



Sensus AMR System Purchase Agreement for City Of Black Diamond Meter RFP

Items To Be Purchased

Item	2009 Quantity	Unit Charge _{1,2}	2009 Extended Charge	2010 Estimated Quantity	2010 Extended Estimated _{1,2}	2011 Estimated Quantity	2011 Extended Estimated _{1,2}
520R Pit MXU, Single Port, Leak Detection, and Hourly Data	200	\$ 128.00	\$ 25,600.00	300	\$ 39,552.00	300	\$ 40,704.00
5/8x3/4" SR2 TRPL Mtr L/HSG C/BTM BNZ/Bonnet	200	\$ 105.98	\$ 21,196.00	300	\$ 32,747.82	300	\$ 33,701.64
VXU Vehicle Equipment w/ Laptop Includes (2 Days Training, GPS Receiver, Mapping, Antenna, Dell Laptop, Carry Case)	0	\$ 16,135.85	\$ -	1	\$ 16,135.85	0	\$ -
AR5502 RadioRead HHD Upgrade	1	\$ -	\$ -	0	\$ -	0	\$ -
AR5005 Charging/Communication Stand	1	\$ -	\$ -	0	\$ -	0	\$ -
AutoRead Software Upgrade	1	\$ -	\$ -	0	\$ -	0	\$ -
Total of Bid Before Tax			\$ 46,796.00	\$ 88,435.67			\$ 74,405.64
Sales Tax 8.6%			\$ 4,024.46	\$ 7,605.47			\$ 6,398.89
Total of Bid After Tax			\$ 50,820.46	\$ 96,041.14			\$ 80,804.53

Pricing will remain firm on meters and MXUs for a one-year period and starting in year 2 and continuing annually until April of 2011, indexed to the following using a 50% / 50% split:

1. Producer Price Index – Commodities, Group: Metals and metal products, Item: Copper and copper-base alloy castings, Series Id: WPU102803, Base Date: 06/83
2. Producer Price Index – Industry Data, Group: Industry and Products, Item: Plastics material & resins mfg, Series Id: PCU325211, Base Date: 12/80

Sensus Warranty

- ❖ AR5502 Hand Held Device - No service should be necessary if reasonable care is given during normal use. Sensus offers the Sensus Equipment Maintenance Program [SEMP] to extend the protection of the HHD's and related equipment beyond the one [1] year warranty covering materials and workmanship. Warranty and service policy details are attached as documents G-500-R7 and AMR-1023-R2.
- ❖ 520R MXU – Sensus RF Transmitters and Transmitter Batteries are guaranteed to be free from material and workmanship defects for 20 years. Sensus will repair or replace a non-performing RF Transmitter or Battery at no cost during the first ten (10) years from the date of shipment, and at a prorated, discounted cost for the remaining ten (10) years.
- ❖ Full details on all components of Sensus equipment and meter are available on the attached document G-500-R7.

Sensus Support & Training

The City of Black Diamond is currently not on Sensus Support and was canceled by the city back in 2005. With the purchase of the equipment and meters, one year of support will be included from date of delivery. This support is an annual \$1,320 cost which covers any annual software updates and software support of the AutoRead Software. A support call center is available to the city using 1-800-METERIT (638-3748) to assist in program and equipment troubleshooting. Additional details on the support provided are attached as document AMR-950-R3. The City of Black Diamond will receive ½ Day of training by United Pipe & Supply. During this time, United Pipe & Supply will install Sensus software updates, install new HHD equipment, train crew on new HHD equipment and installation procedures as well as any other questions that the city may have.



UNITED PIPE DISCLAIMS ANY AND ALL WARRANTIES. HERE ARE NO EXPRESS WARRANTIES AND THERE ARE NO IMPLIED WARRANTIES INCLUDING THOSE OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE AND THERE ARE NO OTHER IMPLIED OR EXPRESS WARRANTIES OF ANY NATURE WHATSOEVER. ANY AND ALL GOODS ARE PROVIDED ON AN "AS IS" BASIS. THE ENTIRE RISK AS TO THE QUALITY AND PERFORMANCE OF THE GOODS IS WITH THE CUSTOMER. IF THE GOODS PROVE DEFECTIVE, CUSTOMER ASSUMES THE ENTIRE COST OF ALL SERVICING AND REPAIR. No obligation of United Pipe concerning or relating to the goods shall be deemed a performance specification of any kind.

NON-CONFORMING GOODS & LIMITATIONS ON UNITED PIPE'S LIABILITY. Customer shall examine and inspect all goods immediately upon delivery. Customer shall advise United Pipe in writing of any claim with respect to shortages or non-conforming goods within five calendar days after delivery. Failure to so advise shall relieve United Pipe from any claim for shortages or non-conforming goods and shall constitute a waiver by Customer of all claims with respect to said goods. Customer sole and exclusive remedy against United Pipe, its agents, employees, successors, assigns and related and affiliated companies under any claim (including but not limited to shortage in or non-conforming goods) whether arising at law or in equity, including but not limited to claims for breach of contract, strict liability or negligence, is replacement of the non-conforming goods; or refund or waiver of Customer' obligation for payment for the subject goods at United Pipe's sole option. All returns must be pre-approved by United Pipe and are subject to charges by United Pipe for handling, restocking, transportation and condition of material. UNDER NO CIRCUMSTANCES SHALL UNITED PIPE BE LIABLE FOR ANY SPECIAL, LIQUIDATED, INCIDENTAL, OR CONSEQUENTIAL DAMAGES AT ANY TIME FOR ANY REASON UNDER ANY CLAIM. Some states do not allow the exclusion or limitation of incidental or consequential damages, so the above limitation or exclusion may not apply to you.

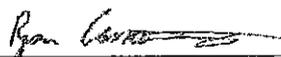
NO DELIVERY DATE(S) OR TIMES. ORDERS SUBJECT TO AVAILABILITY: United Pipe does not agree, will not agree to and is not obligated to provide any specific goods on any delivery dates or times. All orders are subject to availability to United Pipe at its then existing locations, sources, suppliers, and costs. All delivery dates and times which may be provided, if any, are estimates only and do not establish agreed delivery date(s) or time(s). In the event of shortages of goods for any reason, United Pipe shall have the right to allocate available goods in a fair and reasonable manner among its customers in such manner as United Pipe, in its sole and absolute discretion, may deem appropriate. Special order goods may not be returned.

The terms of this Agreement take precedence over any terms and conditions set forth in Applicant(s)' purchase order or other similar document, or any other agreement with Applicant(s), whether now existing or arising at any time in the future, and to the extent of any conflict, this Agreement shall control. Only the Credit Manager of United Pipe is authorized to modify any term of this Agreement. All modifications must be in writing signed by the Credit Manager of United Pipe and no other act (or omission) by United Pipe shall modify this Agreement. Applicant(s) expressly waive the requirement, if any, that United Pipe respond, reject or otherwise communicate with the Applicant(s) concerning any now existing or future purchase order, agreement or document sent, delivered or otherwise provided to United Pipe on behalf of the Applicant(s) and Applicant(s) agree that any term therein which conflicts with the terms of this Agreement shall not be binding upon United Pipe and the terms of this Agreement shall control.

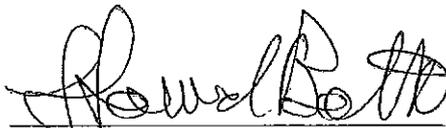
United Pipe may propose or suggest certain labor, materials, equipment or services ("United Pipe Proposals") to Applicant(s) or others. It is expressly agreed that United Pipe is not providing directly or indirectly any licensed or regulated design, architecture, engineering or any other regulated or licensed services and that United Pipe shall have no liability for United Pipe Proposals. Applicant(s) shall check and review all United Pipe Proposals and Applicant(s) shall accept full, final and overall responsibility for any United Pipe Proposal which may be implemented in whole or in part.



- ❖ United Pipe may contact any banks and trade references and make any and all other credit inquiries it deems necessary, including but not limited to the utilization of outside credit reporting services, and Applicant(s) authorize the release of information to United Pipe. The information provided by the Applicant(s) is complete, true and correct.
- ❖ Invoices must be paid in full no later than 30 calendar days following the date of the invoice or in accordance with different terms provided by United Pipe on the invoice. Applicant(s) hereby agree to any and all terms now or hereinafter provided on any invoice. No pay if paid or paid when paid clause is applicable to amounts due United Pipe. A late payment charge of 1-1/2% per month (18% per annum), or the maximum rate permitted by law whichever is less, is due on all past due principal amounts. If any amount owing to United Pipe is not paid when due, United Pipe may at its option: place the account on a cash basis, terminate any unfilled orders or discontinue any deliveries until all past due payments (including principal and interest, legal and collection fees) are paid in full and adequate assurance of Applicant(s)' financial ability is received. The amount of any United Pipe invoice shall be conclusively binding upon Applicant(s) as due unless Applicant(s) object in writing before the invoice date.
- ❖ Any change in Applicant(s) business structure shall not affect Applicant(s)' obligations under this Agreement unless United Pipe agrees otherwise in writing. This Agreement may not be assigned by Applicant(s), but may be assigned by United Pipe.
- ❖ In case of any default in relation to this Agreement, the prevailing party shall be awarded its reasonable attorneys fees and related costs. Jurisdiction for any action may, at the sole option of United Pipe, be the courts of the State of Oregon, Washington and Idaho with venue respectively in Washington County, Clark County or Ada County. Applicant(s) consent to such jurisdiction and venue. This agreement shall be governed by and construed in accordance with law of the principal state of delivery of the goods to Applicant(s) without resort to its principles on conflict of laws.
- ❖ Applicant(s) agree to provide suitable access to all points of delivery. United Pipe shall not be liable for any delivery made beyond dedicated public roads, including without limitation beyond the curb line, and in no event shall United Pipe be liable for any damage to the goods or real or personal property, including without limitation curbs, driveways, or vegetation, for deliveries made beyond public roads. United Pipe's price for the goods includes stand-by and on-site delivery time of not more than 15 minutes. Time in excess thereof shall be paid by the Applicant(s).
- ❖ To the fullest extent permitted by law, Applicant(s) shall fully and forever defend (with counsel satisfactory to United Pipe), indemnify and hold United Pipe and its agents, officers, directors, employees, insurers and assigns harmless from any and all claims and damages, direct, consequential, incidental, or otherwise arising by reason of or related to the goods or the acts or omissions of the Applicant(s) or Applicant(s) employees or agents.
- ❖ All orders are subject to acceptance by United Pipe. All prices are guaranteed till September 1, 2009. All prices are exclusive of sales, use and other taxes, and shipping, insurance, handling and delivery charges, all of which shall be paid by the Applicant (s).
- ❖ Miscellaneous: (a). If any terms of this Agreement are invalid, the invalid language shall be considered deleted from this Agreement and shall not invalidate the remaining language. (b). This Agreement may be executed and transmitted to United Pipe by facsimile machine and the facsimile so transmitted to United Pipe shall be deemed an original and shall be binding upon the Applicant(s) upon its receipt by United Pipe. (c). Regardless of any prior or contemporaneous agreements, this Agreement amends and modifies any and all said prior or contemporaneous agreements and contains the entire agreement between the parties and cannot be changed or terminated orally. (d). For the purposes of this Agreement, "goods" shall mean any and all materials, equipment, labor, services, or other property provided, performed, furnished, sold, rented, leased, or delivered by or through United Pipe or otherwise subject to this Agreement. (e). All goods shall be for use in Applicant(s) business and commercial use only and not for Applicant(s)' consumer, personal or household use. (f). Any provision of this Agreement may be modified by United Pipe upon 30 days prior written notice to Applicant(s). (g). This Agreement may be terminated at any time by United Pipe for any reason at any time.


 Ryan Carnathan – United Pipe & Supply

Ryan Carnathan
 Please Print


 City of Black Diamond

HOWARD BOTTTS
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