

**RESOLUTION 2018-008**

**PASSED: JANUARY 8, 2018**

**AUTHORIZING THE WAIVER OF COMPETITIVE BIDDING AND APPROVING THE PURCHASE OF WATER METERS AND RADIO TRANSMITTERS FROM BADGER METER, INC. AND CORE & MAIN IN AN AMOUNT NOT TO EXCEED \$75,000.**

**WHEREAS**, The City of DeKalb operates a potable water system which includes the repair and maintenance of over 11,000 water meters in order to maintain accurate and efficient water meter reading and billing.

**WHEREAS**, The City of DeKalb has used Badger and Sensus brand water meters for a number of years and, due to the proprietary nature of the meter radio reading devices, software and equipment, the purchase of meters through an alternative meter company would necessitate the need to obtain additional software and hardware in order to read the meters.

**WHEREAS**, the City of DeKalb Utility Division wishes to not maintain an extraordinary amount of meter stock on hand, but rather purchases meters on an as-needed basis throughout the fiscal year.

**WHEREAS**, the City of DeKalb Utility Division has secured quotes from both Badger Meter, Inc. and the Core & Main on a per unit basis for the purchase of water meters and radio transmitters.

**BE IT RESOLVED BY THE CITY COUNCIL** of the City of DeKalb, Illinois, as follows:

**Section 1:** That the City Council of the City of DeKalb hereby authorizes the waiver of competitive bidding and approval of the purchase of water meters and radio transmitters from Badger Meter, Inc. and Core & Main in an amount not to exceed \$75,000.

**Section 2:** That the City Clerk of the City of DeKalb, Illinois be authorized and directed to attest the Mayor's Signature and shall be effective thereupon.

**PASSED BY THE CITY COUNCIL** of the City of DeKalb, Illinois, at a Regular meeting thereof held on the 8<sup>th</sup> day of January, 2018, and approved by me as Mayor on the same day. Passed by a 7-0-1 roll call vote. Aye: Jacobson, Finucane, Fagan, Noreiko, Verbic, Faivre, Smith. Nay: None. Absent: Marquardt.

**ATTEST:**

  
SUSANNA HERRMANN, City Clerk

  
JERRY SMITH, Mayor



The seal of the City of DeKalb, Illinois, is circular with a double-line border. The outer ring contains the text "CITY OF DE KALB" at the top and "STATE OF ILLINOIS" at the bottom. The inner circle features a central emblem depicting a figure holding a scale and a sword, with a banner below it that reads "DE KALB".



4545 W Brown Deer Road Milwaukee WI 53223  
 PO Box 245036 Milwaukee WI 53224-9536  
 Phone: 800-876-3837 Fax: 888-371-5982  
 Customer Service Rep: bwagner@badgermeter.com

QUOTATION

Quotation No. 365766

December 1, 2017

TO Bryan Faivre  
 CITY OF DE KALB  
 200 SOUTH 4TH STREET

CUSTOMER ID: 00121309

DE KALB Illinois 601153733

Phone: 1 (815) 748-2050

Fax: 1 (815) 748-8145

E-mail: bfaivre@cityofdekalb.com

EFFECTIVE DATES: 12/1/2017-12/2/2018

SALESPERSON	PROPOSAL SUBJECT	SHIPPING TERMS/INCO TERMS	PAYMENT TERMS
007128 Jim Ballantine	Annual meter and ORION ME Proposal	PREPAY/NO CHARGE For SHIPMENTS > \$15,000 FCA FACTORY	NET 30 DAYS

LINE #	DESCRIPTION	QTY	UNIT NET PRICE USD	LINE TOTALS USD
1	E-Series UltraSonic 316SS, 5/8" X 3/4-3/4 Bore (3/4 X 7 1/2), Less Connections, HRE-LCD Registration, Cubic Feet, Flow Rate GPM, 9 Dial - 0.001 Ft3, Generic Connectivity, BMI Supplied, 4 use with ORION, Badger 308 Connector, Year of MFG 8 Digit S/N Register, Year of MFG 8 Digit S/N Barcoded Cover Outside, No SN Inside Cover, ES1-0000-4488	1	\$112.87	\$112.87
2	E-Series UltraSonic 316SS, 5/8" (1/2 X 7 1/2), Less Connections, HRE-LCD Registration, Cubic Feet, Flow Rate GPM, 9 Dial - 0.001 Ft3, Generic Connectivity, BMI Supplied, 4 use with ORION, Badger 308 Connector, Year of MFG 8 Digit S/N Register, Year of MFG 8 Digit S/N Barcoded Cover Outside, No SN Inside Cover, ES1-0000-5215	1	\$112.87	\$112.87
3	E-Series UltraSonic 316SS, 3/4" (3/4X 7 1/2), Less Connections, HRE-LCD Registration, Cubic Feet, Flow Rate GPM, 9 Dial - 0.001 Ft3, Generic Connectivity, BMI Supplied, 4 use with ORION, Badger 308 Connector, Year of MFG 8 Digit S/N	1	\$132.80	\$132.80

**THANK YOU FOR YOUR BUSINESS!**

This quotation is an offer, made subject to the terms & conditions found on our website: [www.badgermeter.com/Company/Legal/Sales-Terms.aspx](http://www.badgermeter.com/Company/Legal/Sales-Terms.aspx)  
 Quoted prices are firm for acceptance, via an order, within the effective dates provided, shipping within 60 calendar days past the expiration of this quotation.



Quotation No. 365766

LINE #	DESCRIPTION	QTY	UNIT NET PRICE USD	LINE TOTALS USD
	Register, Year of MFG 8 Digit S/N Barcoded Cover Outside, No SN Inside Cover, ES1-0000-5056			
4	E-Series UltraSonic 316SS, 3/4" (3/4 X 9), Less Connections, HRE-LCD Registration, Cubic Feet, Flow Rate GPM, 9 Dial - 0.001 Ft3, Generic Connectivity, BMI Supplied, 4 use with ORION, Badger 308 Connector, Year of MFG 8 Digit S/N Register, Year of MFG 8 Digit S/N Barcoded Cover Outside, No SN Inside Cover, ES1-0000-5216	1	\$143.80	\$143.80
5	E-Series UltraSonic 316SS, 1" (1 X 10 3/4), Less Connections, HRE-LCD Registration, Cubic Feet, Flow Rate GPM, 9 Dial - 0.001 Ft3, Generic Connectivity, BMI Supplied, 4 use with ORION, Badger 308 Connector, Year of MFG 8 Digit S/N Register, Year of MFG 8 Digit S/N Barcoded Cover Outside, No SN Inside Cover, ES1-0000-4594	1	\$158.45	\$158.45
6	E-Series UltraSonic 316SS, 1 1/2", Elliptical, Less Connections, HRE-LCD Registration, Cubic Feet, Flow Rate GPM, 9 Dial - 0.01 Ft3, Generic Connectivity, BMI Supplied, 4 use with ORION, Badger 308 Connector, Year of MFG 8 Digit S/N Register, Year of MFG 8 Digit S/N Barcoded Cover Outside, No SN Inside Cover, ES1-0000-4457	1	\$407.47	\$407.47
7	E-Series UltraSonic 316SS, 2", Elliptical, Less Connections, HRE-LCD Registration, Cubic Feet, Flow Rate GPM, 9 Dial - 0.01 Ft3, Generic Connectivity, BMI Supplied, 4 use with ORION, Badger 308 Connector, Year of MFG 8 Digit S/N Register, Year of MFG 8 Digit S/N Barcoded Cover Outside, No SN Inside Cover, ES1-0000-4458	1	\$560.83	\$560.83
8	No Register, Orion ME 2, Traditional, Indoor-Outdoor, Badger 308 Connector, 6 ft. UM1-0013-7115	1	\$83.60	\$83.60
9	No Register, Orion ME 2, Traditional, Indoor-Outdoor, Badger 308 Connector, 25 ft Wire, UM1-0013-7116	1	\$87.37	\$87.37
10	Registration for, RCDL M25 Disc Meter, 5/8", HRE Registration, Cubic Feet, 8 Dial - 0.01 Ft3, Plastic Shroud / Plastic Lid (Gray) Generic Connectivity, BMI Supplied, Badger 308 Connector, UM1-0013-7117	1	\$49.38	\$49.38

Notes and Assumptions:

**THANK YOU FOR YOUR BUSINESS!**

This quotation is an offer, made subject to the terms & conditions found on our website: [www.badgermeter.com/Company/Legal/Sales-Terms.aspx](http://www.badgermeter.com/Company/Legal/Sales-Terms.aspx)  
Quoted prices are firm for acceptance, via an order, within the effective dates provided, shipping within 60 calendar days past the expiration of this quotation.



Formerly HD Supply Waterworks

Bid Proposal for SENSUS OMNI C2 WATER METER

CITY OF DEKALB  
 Job Location: DEKALB, IL  
 Bid Date: 01/01/2018  
 Core & Main Bid #: 217014

Core & Main  
 6829 Irene Rd  
 Belvidere, IL 61008  
 Phone: 815-544-3458  
 Fax: 815-544-3474

Seq#	Qty	Description	Units	Price	Ext Price
10	1	OMNI 1-1/2" C2 METER 8WHL .1CF W/INT'L STRNR, DEF'T PULSE OUT	EA	1,118.00	1,118.00
20	1	OMNI 2" C2 METER 8WHL .1CF W/INT'L STRNR, DEF'T PULSE OUT	EA	1,230.00	1,230.00
30	1	OMNI 3" C2 METER 8WHL .1CF W/INT'L STRNR, DEF'T PULSE OUT	EA	1,635.00	1,635.00
40	1	OMNI 4" C2 METER 8WHL 1CF W/INT'L STRNR, DEF'T PULSE OUT	EA	2,840.00	2,840.00
50	1	OMNI 6" C2 METER 8WHL 1CF W/INT'L STRNR, DEF'T PULSE OUT	EA	4,900.00	4,900.00
70	1	3/4S IPERL .1CF 3-TERM SCRW SM 7.5"LL 7 WHL SMART MODE I2S3FBXX	EA	105.00	105.00
90					
100		<b>THE MATERIALS QUOTED ARE BASED</b>			
110		<b>ON OUR INTERPRETATION OF THE</b>			
120		<b>PLANS AND SPECIFICATIONS. IT</b>			
130		<b>IS THE BUYER'S RESPONSIBILITY</b>			
140		<b>TO CONFIRM SIZES, QUANTITIES</b>			
150		<b>AND CONFORMANCE TO PROJECT</b>			
160		<b>SPECIFICATIONS.</b>			
170					
180		<b>UNLESS OTHERWISE NOTED, THE</b>			
190		<b>PRICES QUOTED WILL REMAIN FIRM</b>			
200		<b>FOR ORDERS SHIPPED WITHIN 30</b>			
		<b>DAYS OF QUOTATION DATE.</b>			
220					
		<b>TERMS: NET 30 DAYS.</b>			
240					
250		<b>THANK YOU FOR THE OPPORTUNITY</b>			
260		<b>OF QUOTING. WE LOOK FORWARD TO</b>			
270		<b>SERVING YOU FURTHER IN REGARDS</b>			
		<b>TO THE ABOVE.</b>			
290					
300		<b>SINCERELY,</b>			
310		<b>JEFF LOWER</b>			
		<b>HD SUPPLY WATERWORKS</b>			

#### TERMS AND CONDITIONS OF SALE("Terms")

1. All references in this document to "Seller" shall include Core & Main LP and / or any parent, subsidiary or affiliate of Core & Main LP (including any division of the foregoing) whether or not performing any or all of the scope hereunder or specifically identified herein. All references to "Buyer" shall include all parent(s), subsidiaries and affiliates of the entity placing the order. Buyer and Seller may be referred to individually as a "Party" and collectively as "Parties".
2. All sales to Buyer are subject to these Terms, which shall prevail over any inconsistent terms of Buyer's purchase order or other documents. Additional or different terms and conditions in any way altering or modifying these Terms are expressly objected to and shall not be binding upon Seller unless specifically accepted in writing by Seller's authorized representative. No modification or alteration of these Terms shall result by Seller's shipment of goods following receipt of Buyer's purchase order, or other documents containing additional, conflicting or inconsistent terms. There are no terms, conditions, understandings, or agreements other than those stated herein, and all prior proposals and negotiations are merged herein. These Terms are binding on the Parties, their successors, and permitted assigns.
3. Prices on Seller website, catalogs or in Seller quotes are subject to change without notice, and all such prices expire and become invalid if not accepted within 10 calendar days from the date of issue, unless otherwise noted by Seller in writing. Price extensions if made are for Buyer's convenience only, and they, as well as any mathematical, stenographic or clerical errors, are not binding on Seller. Prices shown do not include any sales, excise, or other governmental tax or charge payable by Seller to any federal, state or local authority. Any taxes now or hereafter imposed upon sales or shipments will be added to the purchase price, and Buyer shall reimburse Seller for any such tax or provide Seller with an acceptable tax exemption certificate. All prices and other terms provided to Buyer shall be kept confidential except to the extent a Party is required by law to disclose the same.
4. Seller shall not be liable for delay or default in delivery resulting from any cause beyond Seller's reasonable control, including, but not limited to, governmental action, strikes or other labor troubles, fire, damage or destruction of goods, wars (declared or undeclared), acts of terrorism, manufacturers' shortages, availability or timeliness of transportation, materials, fuels, or supplies, and acts of God (each a "Force Majeure Event"). Upon the occurrence of a Force Majeure Event: (a) the time for Seller's performance shall be extended reasonably and the Parties shall adjust all affected dates accordingly; (b) the purchase price shall be adjusted for any increased costs to Seller resulting from such Force Majeure Event; and (c) Buyer shall not be entitled to any other remedy.
5. Seller is a reseller of goods only, and as such does not provide any warranty for the goods it supplies hereunder. Notwithstanding this As-Is limitation, Seller shall pass through to Buyer any transferable manufacturer's standard warranties with respect to goods purchased hereunder. BUYER AND PERSONS CLAIMING THROUGH BUYER SHALL SEEK RECOURSE EXCLUSIVELY FROM MANUFACTURERS IN CONNECTION WITH ANY DEFECTS IN OR FAILURES OF GOODS, AND THIS SHALL BE THE EXCLUSIVE RECOURSE OF BUYER AND PERSONS CLAIMING THROUGH BUYER FOR DEFECTIVE GOODS, WHETHER THE CLAIM OF BUYER OR THE PERSON CLAIMING THROUGH BUYER SHALL SOUND IN CONTRACT, TORT, STRICT LIABILITY, PURSUANT TO STATUTE, OR FOR NEGLIGENCE. BUYER SHALL PASS THESE TERMS TO SUBSEQUENT BUYERS AND USERS OF GOODS. SELLER EXCLUDES AND DISCLAIMS ALL OTHER EXPRESS AND IMPLIED WARRANTIES, INCLUDING, BUT NOT LIMITED TO, ALL IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE. SELLER ASSUMES NO RESPONSIBILITY WHATSOEVER FOR SELLER'S INTERPRETATION OF PLANS OR SPECIFICATIONS PROVIDED BY BUYER, AND BUYER'S ACCEPTANCE AND USE OF GOODS SUPPLIED HEREUNDER SHALL BE PREMISED ON FINAL APPROVAL BY BUYER OR BY BUYER'S RELIANCE ON ARCHITECTS, ENGINEERS, OR OTHER THIRD PARTIES RATHER THAN ON SELLER'S INTERPRETATION. TO THE EXTENT NOT PROHIBITED BY APPLICABLE LAW, IN NO EVENT, WHETHER IN CONTRACT, WARRANTY, INDEMNITY, TORT (INCLUDING, BUT NOT LIMITED TO, NEGLIGENCE), STRICT LIABILITY OR OTHERWISE, ARISING DIRECTLY OR INDIRECTLY OUT OF THE PERFORMANCE OR BREACH OF THESE TERMS, SHALL SELLER BE LIABLE FOR (a) ANY INCIDENTAL, INDIRECT, PUNITIVE, SPECIAL, CONSEQUENTIAL OR SIMILAR DAMAGES SUCH AS LOSS OF USE, LOST PROFITS, ATTORNEYS' FEES OR DELAY DAMAGES, EVEN IF SUCH DAMAGES WERE FORESEEABLE OR CAUSED BY SELLER'S BREACH OF THIS AGREEMENT, (b) ANY CLAIM THAT PROPERLY IS A CLAIM AGAINST THE MANUFACTURER, OR (c) ANY AMOUNT EXCEEDING THE AMOUNT PAID TO SELLER FOR GOODS FURNISHED TO BUYER WHICH ARE THE SUBJECT OF SUCH CLAIM(S). ALL CLAIMS MUST BE BROUGHT WITHIN ONE YEAR OF ACCRUAL OF A CAUSE OF ACTION.
6. Buyer shall indemnify, defend, and hold Seller its officers, directors, employees and agents harmless from any and all costs (including attorneys' and accountants' fees and expenses), liabilities and damages resulting from or related to any third party (including Buyer's employees) claim, complaint and/or judgment arising from Buyer's use of any goods furnished hereunder, as well as any negligent, intentional, or tortious act or omission of Buyer or any material breach by Buyer of these Terms.
7. When goods are delivered to Buyer in Seller's own vehicles, the F.O.B. point shall be Buyer's designated delivery site. In all other cases the F.O.B. point shall be Seller's store or warehouse and all responsibility and costs of shipping and delivery beyond the applicable F.O.B. point shall be borne by Buyer. Title and risk of loss shall pass to Buyer at the applicable F.O.B. point, which for goods not delivered in Seller's own vehicles shall be when Seller delivers the goods to the common carrier. All claims for shortage of goods or for loss or damage to goods as to which Seller has the risk of loss shall be waived unless Buyer, within 10 calendar days after receipt of the short or damaged shipment, gives Seller written notice fully describing the alleged shortage or damage. Partial shipments are permitted at Seller's discretion.
8. Any change in product specifications, quantities, destinations, shipping schedules, or any other aspect of the scope of goods must be agreed to in writing by Seller, and may result in a price and delivery adjustment by Seller. No credit for goods returned by Buyer shall be given without Seller's written authorization. All returns are subject to a restocking charge.
9. Unless otherwise agreed in writing, payment terms are net 30 days from delivery, payable in United States of America ("U.S.") dollars. Notwithstanding the foregoing, all orders are subject to Seller's continuing approval of Buyer's credit. If Buyer's credit is not approved or becomes unsatisfactory to Seller then Seller, in its sole discretion, may suspend or cancel performance, or require different payment terms, including but not limited to cash on delivery or in advance of shipment. In addition, Seller may in its discretion require an advance deposit of up to 100% of Seller's selling price for any specially manufactured goods ordered by Buyer hereunder. Payments due hereunder shall be made in the form of cash, check, or money order, or other tender approved in writing by Seller. Seller may, in its sole discretion, apply Buyer's payment against any open charges. Past due accounts bear interest at the lesser of 1.5% per month or the maximum rate permitted by applicable law, continuing after Seller obtains judgment against Buyer. Seller may exercise setoff or recoupment to apply to or satisfy Buyer's outstanding debt. Buyer shall have no right of setoff hereunder, the same being expressly waived hereby. Seller expressly reserves its right to file liens if payment is not received for its materials and expressly disclaims any waiver of lien rights language which may be contained in any future agreements between the Parties hereto. Seller reserves all rights to invoice and be paid for materials provided to Buyer and any terms contained in any of Buyer's purchase orders or other documents that purport to limit in any way the time or manner within which Seller may invoice are hereby waived by Buyer.
10. Buyer shall not export or re-export, directly or indirectly, all or any part of the goods or related technology obtained from Seller under these Terms except in accordance with applicable export laws and regulations of the U.S. Further, a Buyer that is a non-U.S. company or citizen shall similarly limit any export or re-export activity to that which would be deemed compliant with U.S. export laws and regulations if performed by a U.S. company or citizen.
11. Buyer shall pay Seller all costs and expenses of collection, suit, or other legal action brought as a result of the commercial relationship between them, including, but not limited to, all actual attorneys' and paralegals' fees, and collection costs, incurred pre-suit, through trial, on appeal, and in any administrative or bankruptcy proceedings. Any cause of action that Seller has against Buyer may be assigned without Buyer's consent to Core & Main LP or to any affiliate, parent or subsidiary of Core & Main LP.
12. This Agreement, Buyer's account, and the business relationship between Buyer and Seller shall be governed by and construed in accordance with the laws of the state where the applicable project is located without regard to conflicts of laws rules, and specifically excluding the UN Convention on Contracts for the International Sale of Goods. The Parties agree that any legal action arising under or related to this Agreement may be brought in the applicable federal or state court where the project is located, and any right to object to such venue or to assert the inconvenience of such forum is hereby waived.
13. If Buyer fails to comply with these Terms, Seller may terminate or restrict any order immediately upon notice to Buyer. Buyer certifies that it is solvent and that it will advise Seller immediately if it becomes insolvent. Buyer agrees to send Seller written notice of any changes in the form of ownership of Buyer's business within 5 days of such changes. Buyer and Seller are the only intended beneficiaries of this document, and there are no third party beneficiaries.
14. The invalidity or unenforceability of all or part of these Terms will not affect the validity or enforceability of the other terms. The parties agree to replace any void or unenforceable term with a new term that achieves substantially the same practical and economic effect and is valid and enforceable.
15. The following provisions shall survive termination, cancellation and completed performance of this Agreement as long as necessary to allow the aggrieved party to fully enforce such clauses: 5, 6, 9, 10, 11 and 12.