

PRODUCT REQUIREMENTS CONTRACT

THIS CONTRACT (Contract) is made and entered into, effective on _____, by and between the CITY OF FRESNO, a California municipal corporation (City), and BADGER METER, INC., a Wisconsin corporation (Contractor).

1. **CONTRACT DOCUMENTS.** The General Conditions, Special Conditions, and Insurance Requirements, for the following: **WATER METERS, ENDPOINTS and PARTS** copies of which are annexed hereto, together with all the drawings, plans, and documents specifically referred to in said annexed documents, and are hereby incorporated into and made a part of this Contract and shall be known as the Contract Documents.

2. **PRICE.** The Contractor's sole compensation for satisfactory performance of all services and delivery of all goods required or rendered pursuant to this Contract shall be in accordance with the unit pricing set forth in Badger Meter Domestic Quotation No. 3857973, including the on-site training services identified therein, in the annual amount of \$1,047,172.69 for two years with up to three one-year extensions, for a total contract amount not to exceed \$5,235,863.45, plus annual Producer Price Index adjustments.

The term of this Agreement shall be for two (2) years, with three (3) optional one (1) year extensions, exercisable upon mutual agreement. All quantities provided in the quotation are estimates only and do not guarantee purchase volumes.

Initial Term Pricing

For the first twelve (12) months of the Contract, pricing shall remain fixed.

Thereafter, the Contractor may request annual price adjustments based on the Producer Price Index (PPI) for Totalizing Fluid Meters and Counting Devices PCU3345143345141, as published by the U.S. Bureau of Labor Statistics. Any such adjustment shall: (A) Be limited to once per year; (B) Be supported by documentation acceptable to the City; and (C) Require written approval by the City prior to implementation. (D) In the event the PPI decreases, the City shall receive the benefit of such decrease.

3. **PAYMENT.** City accepts Contractor's Proposal as stated and agrees to pay the consideration stated, at the times, in the amounts, and under the conditions specified in the Contract Documents. Contractor agrees to accept electronic payment from the City.

4. **INDEMNIFICATION:** To the furthest extent allowed by law, including California Civil Code section 2782, Contractor shall indemnify, defend and hold harmless City and each of its officers, officials, employees, agents, and volunteers from any and all claims, demands, actions in law or equity, loss, liability, fines, penalties, forfeitures, interest, costs including legal fees, and damages (whether in contract, tort, or strict liability, including but not limited to personal injury, death at any time, property damage, or loss of any type) arising or alleged to have arisen directly or indirectly out of (1) any voluntary or involuntary act or omission, (2) error, omission or negligence, or (3) the performance or non-performance of this Contract. Contractor's obligations as set forth in this section shall apply regardless of whether City or any of its officers, officials,

employees, agents, or volunteers are passively negligent, but shall not apply to any loss, liability, fines, penalties, forfeitures, costs or damage caused by the active or sole negligence, or the willful misconduct, of City or any of its officers, officials, employees, agents or volunteers.

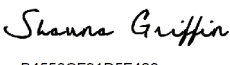
The defense and indemnity obligations set forth in this section shall survive termination or expiration of this Contract.

If Contractor should subcontract all or any portion of the work to be performed under this Contract, Contract terms require each subcontractor to Indemnify, hold harmless and defend City and each of its officers, officials, employees, agents and volunteers in accordance with the terms as set forth above.

[SIGNATURES FOLLOW ON THE NEXT PAGE]

IN WITNESS WHEREOF, the parties have executed this Contract on the day and year here below written, of which the date of execution by City shall be subsequent to that of Contractor's, and this Contract shall be binding and effective upon execution by both parties.

BADGER METER INCORPORATED,
a Wisconsin corporation

By: 
B4550CF91D5F426...

Name: Shauna Griffin

Title: Senior Director Utility Sales
(If corporation or LLC., Board Chair, Pres. or Vice Pres.)

By: 
F4F42B0F9947415...

Name: Rachel J. Meyer

Title: Proposal Manager and Assistant Secretary
(If corporation or LLC., CFO, Treasurer, Secretary or Assistant Secretary)

Contractor Address:
BADGER METER INCORPORATED
4545 W. Brown Deer Rd.
P.O. Box 245036
Milwaukee, WI 53221-9536

CITY OF FRESNO,
a California municipal corporation

By: _____
Paul Amico, PE
Director of Public Utilities

APPROVED AS TO FORM:
ANDREW JANZ
City Attorney

By:  6/8/2026
6917A7D9D8364A9...
Sukhman Sekhon Date
Assistant City Attorney

AMY K. ALLER
Interim City Clerk

By: _____
Deputy Date

City address:

City of Fresno
Attention: Melissa Perales,
Purchasing Manager
2101 G Street, Bldg A
Fresno, CA 93706

Attachments:

- A- General Conditions
- B- Special Conditions
- C- Insurance Requirements
- D- Disclosure of Conflict of Interest

ATTACHMENT "A"

General Conditions

1. **DEFINITIONS:** Wherever used in any of the Contract Documents, the following words shall have the meaning herein given, unless the context requires a different meaning.

- a) "City," "Buyer," "Owner," "Vendee" and "City of Fresno" shall each mean and refer to the City of Fresno, California.
- b) "Contract" and "Contract Documents" shall each mean and refer to these Specifications, including **Attachment A – General Conditions, Attachment B – Special Conditions, Attachment C – Insurance Requirements**, and any addenda thereto.
- c) "Contractor," "Seller," "Supplier" and "Contractor" shall each mean and refer to each person or other entity awarded a Contract hereunder and named or to be named in the Agreement with the City to furnish the goods or services, or both, to be furnished under the Contract.
- d) "Council" and "City Council" shall each mean and refer to the Council of the City.
- e) "Goods" and "Merchandise" shall each mean and refer to the equipment, material, article, supply or thing to be furnished by the Seller under the Contract.
- f) "Purchasing Manager" shall mean and refer to the Purchasing Manager of the City.
- g) "Specifications" shall mean and refer to all of the Contract Documents.
- h) "Working day" shall mean and refer to City regular business day.

2. **PRODUCTS LIABILITY INSURANCE:** If these Specifications are for equipment with moving parts, the Contractor shall maintain, and provide the City of Fresno with verification of, manufacturer's products liability insurance policy in excess of \$1,000,000 on said Bid Item(s) equipment.

3. **INDEMNIFICATION:** To the furthest extent allowed by law including California Civil Code section 2782, CONTRACTOR shall indemnify, hold harmless and defend CITY and each of its officers, officials, employees, agents and volunteers from any and all loss, liability, fines, penalties, forfeitures, costs and damages (whether in contract, tort or strict liability, including but not limited to personal injury, death at any time and property damage) incurred by CITY, CONTRACTOR or any other person, and from any and all claims, demands and actions in law or equity (including reasonable attorney's fees, litigation expenses and cost to enforce this agreement), arising or alleged to have arisen directly or indirectly out of performance of this Contract. CONTRACTOR'S obligations under the preceding sentence shall apply regardless of whether CITY or any of its officers, officials, employees, agents or volunteers are passively negligent, but shall not apply to any loss, liability, fines, penalties, forfeitures, costs or damages caused by the active or sole negligence, or the willful misconduct, of CITY or any of its officers, officials, employees, agents or volunteers.

If CONTRACTOR should subcontract all or any portion of the work to be performed under this Contract, CONTRACTOR shall require each subcontractor to indemnify, hold

harmless and defend CITY and each of its officers, officials, employees, agents and volunteers in accordance with the terms of the preceding paragraph.

This section shall survive termination or expiration of this Contract.

4. WORKMANSHIP GUARANTY: The workmanship of the goods or services provided to the City by the Contractor will be in accordance with the standard guarantee offered by the manufacturer to cities and consumers of the product.

5. WARRANTY: For the purchase of equipment and material, the Contractor, shall guarantee all items furnished in accordance with the standard guarantee offered by the manufacturer to cities and consumers of the product. The Contractor shall be responsible for all warranty costs, including the transportation costs to and from the repair station.

6. PRECEDENCE OF CONTRACT DOCUMENTS: The order of precedence of documents shall be: (1) Rules and Regulations of Federal Agencies relating to the source of funds for this purchase; (2) Supplemental Agreements, Change Orders, or Contract the one dated later having precedence over another dated earlier; (3) Special Conditions. (4) General Conditions.

Whenever any conflict appears in any portion of the Contract, it shall be resolved by application of the order of precedence.

7. CONTRACT DOCUMENTS: Upon award of the Contract, the Contractor shall execute and submit all required documents to the Purchasing Manager, 2101 G Street, Building A, Fresno, CA 93706 in a form acceptable to the City.

8. ASSIGNMENT OF PAYMENT: Contractor hereby agrees it will not assign the payment of any monies due to it from the City under the terms of this Contract to any other individual(s), corporation(s) or entity(ies).

9. PATENTS: For the purchase of equipment and material, the Contractor shall hold the City of Fresno, its officers and employees, harmless from any and all liability for damages arising out of the use of any patented material, equipment, device or process incorporated into or made a part of or required by the manufacturer's specifications to be used on or in connection with the material, equipment or supplies purchased by the City pursuant to these Specifications, and Contractor agrees, by submission of a proposal hereunder, to defend the City, at Contractor's sole expense, in any action or suit for damages or injunctive relief on account of any allegedly unauthorized use of or infringement of patent rights on any patented material, equipment, device or process, if the City is named as a defendant in any such action or suit.

10. OSHA COMPLIANCE: For the purchase of equipment and material, the items covered by this Contract must conform with the Safety Orders of the State of California, Division of Industrial Safety, pursuant to the California Occupational Safety and Health Act, and the Federal Standards established by the Occupational Safety and Health Act of 1970, and their present and future amendments during the term of this Contract. In the

event of a conflict between such Safety Orders and Federal Standards, the items shall conform to the respective Order or Standard which is more restrictive.

11. RECYCLING PROGRAM: In the event Contractor maintains an office or operates a facility(ies), or is required herein to maintain or operate same, within the incorporated limits of the City of Fresno, Contractor at its sole cost and expense shall:

- a) Immediately establish and maintain a viable and ongoing recycling program, approved by City's Solid Waste Management Division, for each office and facility. Literature describing City recycling programs is available from City's Solid Waste Management Division and by calling City of Fresno Recycling Hotline at (559) 621-1111.
- b) Immediately contact City's Solid Waste Management Division at (559) 621-1452 and schedule a free waste audit and cooperate with such Division in their conduct of the audit for each office and facility.
- c) Cooperate with and demonstrate to the satisfaction of City's Solid Waste Management Division the establishment of the recycling program in paragraph (i) above and the ongoing maintenance thereof.

12. DELIVERY AND EXTENSIONS: Unless otherwise provided in the Specifications, delivery shall be made F.O.B. the specified place of delivery within the City of Fresno or environs.

If Contractor is delayed making delivery by any conditions or events beyond the reasonable control of Contractor and without its fault or negligence such as acts of God or the public enemy, acts of City in its contractual capacity or otherwise, illegal strikes, boycotts or like illegal obstructive action by employee or labor organizations, illegal general lockouts or other defensive action by employers, whether general or by organizations of employers, fires, floods, epidemics, quarantine restrictions, and delays of common carriers; Contractor shall have no claim for damages against City for any such cause of delay, but shall in such cases be entitled to such extension of time as shall reasonably compensate for actual loss of time occasioned thereby, upon application to said City Manager for such extension; provided, that no such extension of time shall be granted unless Contractor shall have notified the Purchasing Manager in writing, of the condition or event which is expected to cause a delay in delivery and the actual or estimated number of days of delay anticipated on account thereof, within one week after the commencement or occurrence of the condition or event. Contractor shall remedy such occurrence with all reasonable dispatch and shall promptly give written notice to the Purchasing Manager of the cessation of such occurrence. The decision of said City Manager as to the number of additional days, if any, to be allowed for completion of delivery on account of such condition or event, shall be given in writing to Contractor.

13. PAYMENT: Unless otherwise provided in the Specifications, payment of the Contract price shall be made by City to Contractor in lawful money of the United States

by warrant of City issued and delivered to Contractor in the ordinary course of City business promptly after completion of delivery of the specified item(s) and their acceptance by City.

14. TERMINATION FOR CONVENIENCE: The City reserves the right to terminate this Contract upon 60 calendar days prior written notice to the Contractor. In the event of such termination, the Contractor shall be paid for satisfactory service performed to the date of termination.

15. TERMINATION FOR NON-PERFORMANCE: If Contractor shall (i) materially breach any of its obligations under this Contract (including, without limitation, the failure to meet quality standards or to complete delivery, within the time specified herein, of all or any part of the materials, equipment, supplies or services to be provided under the Contract), and (iii) fail to commence and diligently pursue reasonable efforts to cure such breach within 30 calendar days after written notice by the City specifically describing the breach; the City Manager or designee, acting for and on behalf of the City, may at any time after the expiration of the time for delivery, terminate the Contract as to the whole thereof, or in the event partial delivery has been made and accepted, as to such items or service to be furnished which have not been delivered or accepted prior to such termination. Such termination shall be effective upon receipt by Contractor of written notice of termination from said City Manager or designee, which notice shall be deemed to have been received by Contractor, if mailed, within forty-eight hours to Contractor's address as contained in the Contractor's Bid Proposal or, if personally delivered, upon the delivery thereof to Contractor, the authorized representative of Contractor, or to the Contractor's said address.

The Contractor may terminate this Contract if City materially breaches any of its obligations under this Contract and fails to commence and diligently pursue reasonable efforts to cure such breach within 30 calendar days after written notice by the Contractor specifically describing the breach. Such termination shall be effective upon receipt by City of written notice of termination from Contractor, which notice shall be deemed to have been received by City, if mailed, within forty-eight hours to City's address as contained in this Contract, if personally delivered, upon the delivery thereof to the authorized representative of City or to City's said address.

16. NOTICES: Except as otherwise expressly provided in the Specifications, any notice required or intended to be given to either party under the terms of this Contract shall be in writing and shall be deemed to be duly given if delivered personally or sent by United States registered or certified mail, with postage prepaid, return receipt requested, addressed to the party to which notice is to be given at the party's address set forth on this Contract in the case of the Contractor and at the address set forth on the signature page of the Contract in the case of the City, or at such address as the parties may from time to time designate by written notice. Notices served by United States mail in the manner above described shall be deemed sufficiently served or given at the time of the mailing thereof.

17. BINDING: Subject to the following section, once this Contract is signed by all parties, it shall be binding upon from the date hereof, and shall inure to the benefit of, all parties, and each parties' respective heirs, successors, assigns, transferees, agents, servants, employees, and representatives.

18. ASSIGNMENT: The Contract is personal to the Contractor and there shall be no assignment, transfer, sale, or subcontracting by the Contractor of its rights or obligations under the Contract without the prior written approval of the City. Any attempted assignment, transfer, sale or subcontracting by the Contractor, its successors or assigns, shall be null and void unless approved in writing by the City.

19. COMPLIANCE WITH LAW: In providing the services required under this Contract, Contractor and its subcontractors shall at all times comply with all applicable laws of the United States, the State of California and City, and with all applicable regulations promulgated by federal, state, regional, or local administrative and regulatory agencies, now in force and as they may be enacted, issued, or amended during the term of this Contract.

20. WAIVER: The waiver by either party of a breach by the other of any provision of this Contract shall not constitute a continuing waiver or a waiver of any subsequent breach of either the same or a different provision of this Contract. No provisions of this Contract may be waived unless in writing and signed by all parties to this Contract. Waiver of any one provision herein shall not be deemed to be a waiver of any other provision herein.

21. HEADINGS: The section headings in this Contract are for convenience and reference only and shall not be construed or held in any way to explain, modify or add to the interpretation or meaning of the provisions of this Contract.

22. SEVERABILITY: The provisions of this Contract are severable. The invalidity, or unenforceability of any one provision in this Contract shall not affect the other provisions.

23. INTERPRETATION: The parties acknowledge that this Contract in its final form is the result of the combined efforts of the parties and that, should any provision of this Contract be found to be ambiguous in any way, such ambiguity shall not be resolved by construing this Contract in favor of or against either party, but rather by construing the terms in accordance with their generally accepted meaning.

24. ATTORNEY'S FEES: If either party is required to commence any proceeding or legal action to enforce or interpret any term, covenant or condition of the Contract, the prevailing party in such proceeding or action shall be entitled to recover from the other party its reasonable attorney's fees and legal expenses.

25. EXHIBITS: Each exhibit and attachment referenced in this Contract is, by the reference, incorporated into and made a part of this Contract.

26. CUMULATIVE REMEDIES: No remedy or election hereunder shall be deemed exclusive but shall, wherever possible, be cumulative with all other remedies at law or in equity.

27. NO THIRD PARTY BENEFICIARIES: The rights, interests, duties and obligations defined within this Contract are intended for the specific parties hereto as identified in the preamble of this Contract. Notwithstanding anything stated to the contrary in this Contract, it is not intended that any rights or interests in this Contract benefit or flow to the interest of any third parties other than expressly identified within this section. The parties do intend that in the event that the State of California is funding the purchase hereunder, that the State of California be a third party beneficiary under this Contract and all rights, interests and benefits of this Contract accrue to the State.

28. FUNDING: This Contract is contingent on the appropriation of funds by City. Should funds not be appropriated, this Contract may be terminated by City upon prior written notice to Contractor notwithstanding any other provision of these General Conditions.

29. GOVERNING LAW AND VENUE: The Contract shall be governed by, and construed and enforced in accordance with, the laws of the State of California, excluding, however, any conflict of laws rule which would apply the law of another jurisdiction. Venue for purposes of the filing of any action regarding the enforcement or interpretation of the Contract and any rights and duties hereunder shall be Fresno County, California.

30. EXTENT OF CONTRACT: Each party acknowledges that they have read and fully understand the contents of this Contract. This Contract represents the entire and integrated agreement between the parties with respect to the subject matter hereof and supersedes all prior negotiations, representations or agreements, either written or oral.

31. MODIFICATIONS AND CHANGE ORDERS: This Contract may be modified only by written instrument duly authorized and executed by both City and Contractor in accordance with City's current applicable contract change order resolution, as may be revised. The City reserves the right to add, modify or delete items from the Contract including, without limitation, the Special Conditions. Any such changes shall be made only by means of a formal change order signed by both the City and the Contractor

ATTACHMENT "B"

Special Conditions

TERM OF CONTRACT

This Contract shall be in effect for two (2) years from the date of the Notice to Proceed ("Initial Term"). The Contract may be extended, with the mutual written consent of both parties, for three (3) one (1) year increments with price increases/decreases in accordance with the provisions set forth herein, all other terms and conditions specified herein remaining the same. If either the City or Contractor elects not to extend the Contract, or upon expiration of the final one-year extension term, the Contractor shall aid the City in continuing, uninterrupted, the requirements of the Contract, by continuing to perform on a temporary basis, when specifically requested to do so in writing by the Purchasing Manager, for a specified term not to exceed three months. Such continuance shall be subject to price increases/decreases in accordance with the provisions set forth herein, and all other terms and conditions remaining the same as if the Contract had been extended for such a temporary period by an amendment hereto.

PRICING CONDITIONS

For the first twelve (12) months of the Contract, pricing shall remain fixed at the rates set forth in Badger Meter Domestic Quotation No.3857973 For the remainder of the term, pricing shall continue in accordance with the Contract Documents. Annual price adjustments, if any, shall be based on the Producer Price Index (PPI) for Totalizing Fluid Meters and Counting Devices (Product Code PCU334514334514), as published by the U.S. Bureau of Labor Statistics, or any successor index, unless otherwise approved by the Purchasing Manager. Any increase in unit price for any item included in this Contract shall not exceed the percentage change in the applicable index. In the event the index decreases, the Contractor shall provide the City with a corresponding reduction in pricing. The on-site training services identified in Badger Meter Domestic Quotation No. 3857973 shall be subject to the same pricing and PPI adjustment provisions as the other Contract items.

TRAINING SERVICES

Contractor shall provide on-site training services as set forth in Badger Meter Domestic Quotation No. 3857973, including the line item described as "ON-SITE TRAINING, CUSTOM, FIRST DAY," at the unit price stated therein. Training may include, as requested by the City, instruction on meter installation, endpoint installation, software functionality, and related operational topics. Additional training, if requested by the City beyond the quoted first day, shall be subject to mutually agreed pricing and shall comply with all applicable provisions of this Contract.

ACH PAYMENT INITIATIVE - ELECTRONIC PAYMENT

The Contractor shall provide complete and accurate billing invoices in order to receive

payment. Billing invoices submitted must contain all information and supporting documentation required by the contract. Payment for invoices submitted by the Contractor shall only be rendered electronically unless payment by paper check is expressly authorized by the Controller, in the Controller's sole discretion, due to extenuating circumstances. Such electronic payment shall be made in accordance with ordinary City procedures and practices. The Contractor shall comply with the Controller's procedures to authorize electronic payments. Contractor acknowledges that it will not receive payment on any invoices submitted under this Contract if it does not comply with the Controller's electronic payment procedures, except where the Controller has expressly authorized payment by paper check as set forth above.

PAYMENT

The Contractor shall be eligible for payments upon delivery and acceptance of any number of items.

The Contractor must invoice the City of Fresno, Department of Utilities – Water Division as soon as the Goods are received by the City in the delivery point. Invoices shall conspicuously display the City of Fresno Purchase Order Number, line-item cost, item description, quantities delivered, and any applicable serial numbers or device identification numbers. Invoices shall be sent to:

City of Fresno
Water Division
Attention: Accounting
1910 E. University Ave
Fresno, CA 93703

The City of Fresno, Department of Utilities – Water Division has 30 days from the date of invoicing to remit payment.

ATTACHMENT "C"

Insurance Requirements

INSURANCE REQUIREMENTS:

(a) Throughout the life of this Agreement, CONTRACTOR shall pay for and maintain in full force and effect all insurance as required herein with an insurance company(ies) either (i) admitted by the California Insurance Commissioner to do business in the State of California and rated no less than "A-VII" in the Best's Insurance Rating Guide, or (ii) as may be authorized in writing by CITY'S Risk Manager or his/her designee at any time and in his/her sole discretion. The required policies of insurance as stated herein shall maintain limits of liability of not less than those amounts stated therein. However, the insurance limits available to CITY, its officers, officials, employees, agents and volunteers as additional insureds, shall be the greater of the minimum limits specified therein or the full limit of any insurance proceeds to the named insured.

(b) If at any time during the life of the Agreement or any extension, CONTRACTOR or any of its subcontractors fail to maintain any required insurance in full force and effect, all services and work under this Agreement shall be discontinued immediately, and all payments due or that become due to CONTRACTOR shall be withheld until notice is received by CITY that the required insurance has been restored to full force and effect and that the premiums therefore have been paid for a period satisfactory to CITY. Any failure to maintain the required insurance shall be sufficient cause for CITY to terminate this Agreement. No action taken by CITY pursuant to this section shall in any way relieve CONTRACTOR of its responsibilities under this Agreement. The phrase "fail to maintain any required insurance" shall include, without limitation, notification received by CITY that an insurer has commenced proceedings, or has had proceedings commenced against it, indicating that the insurer is insolvent.

(c) The fact that insurance is obtained by CONTRACTOR shall not be deemed to release or diminish the liability of CONTRACTOR, including, without limitation, liability under the indemnity provisions of this Agreement. The duty to indemnify CITY shall apply to all claims and liability regardless of whether any insurance policies are applicable. The policy limits do not act as a limitation upon the amount of indemnification to be provided by CONTRACTOR. Approval or purchase of any insurance contracts or policies shall in no way relieve from liability nor limit the liability of CONTRACTOR, vendors, suppliers, invitees, contractors, sub-contractors, subcontractors, or anyone employed directly or indirectly by any of them.

Coverage shall be at least as broad as:

1. The most current version of Insurance Services Office (ISO) Commercial General Liability Coverage Form CG 00 01, providing liability coverage arising out of your business operations. The Commercial General Liability policy shall be written on an occurrence form and shall provide coverage for "bodily injury," "property damage" and "personal and advertising injury" with coverage for premises and operations (including the use of owned and non-owned equipment), products and completed operations, and contractual liability (including, without limitation, indemnity obligations under the Agreement) with limits of liability not less than those set forth under "Minimum Limits of Insurance."

2. The most current version of ISO *Commercial Auto Coverage Form CA 00 01, providing liability coverage arising out of the ownership, maintenance or use of automobiles in the course of your business operations. The Automobile Policy shall be written on an occurrence form and shall provide coverage for all owned, hired, and non-owned automobiles or other licensed vehicles (Code 1- Any Auto).

3. Workers' Compensation insurance as required by the State of California and Employer's Liability Insurance.

MINIMUM LIMITS OF INSURANCE

CONTRACTOR, or any party the CONTRACTOR subcontracts with, shall maintain limits of liability of not less than those set forth below. However, insurance limits available to CITY, its officers, officials, employees, agents and volunteers as additional insureds, shall be the greater of the minimum limits specified herein or the full limit of any insurance proceeds available to the named insured:

1. COMMERCIAL GENERAL LIABILITY:

- (i) \$1,000,000 per occurrence for bodily injury and property damage;
- (ii) \$1,000,000 per occurrence for personal and advertising injury;
- (iii) \$2,000,000 aggregate for products and completed operations; and,
- (iv) \$2,000,000 general aggregate applying separately to the work performed under the Agreement.

2. COMMERCIAL AUTOMOBILE LIABILITY:

\$1,000,000 per accident for bodily injury and property damage.

3. WORKERS' COMPENSATION INSURANCE as required by the State of California with statutory limits.

4. EMPLOYER'S LIABILITY:

- (i) \$1,000,000 each accident for bodily injury;
- (ii) \$1,000,000 disease each employee; and,
- (iii) \$1,000,000 disease policy limit.

UMBRELLA OR EXCESS INSURANCE

In the event CONTRACTOR purchases an Umbrella or Excess insurance policy(ies) to meet the "Minimum Limits of Insurance," this insurance policy(ies) shall "follow form" and afford no less coverage than the primary insurance policy(ies). In addition, such Umbrella or Excess insurance policy(ies) shall also apply on a primary and non-contributory basis for the benefit of the CITY, its officers, officials, employees, agents and volunteers.

DEDUCTIBLES AND SELF-INSURED RETENTIONS

CONTRACTOR shall be responsible for payment of any deductibles contained in any insurance policy(ies) required herein and CONTRACTOR shall also be responsible for payment of any self-insured retentions.

OTHER INSURANCE PROVISIONS/ENDORSEMENTS

The General Liability and Automobile Liability insurance policies are to contain, or be endorsed to contain, the following provisions:

- 1. CITY, its officers, officials, employees, agents and volunteers are to be covered as additional insureds. Additional Insured status under the General Liability policy shall be broad as that contained in ISO Form CG 20 10 04 13 or CG 20 26 04 13.

2. The coverage shall contain no special limitations on the scope of protection afforded to CITY, its officers, officials, employees, agents and volunteers. Any available insurance proceeds in excess of the specified minimum limits and coverage shall be available to the Additional Insured.

3. For any claims relating to this Agreement, CONTRACTOR'S insurance coverage shall be primary insurance with respect to the CITY, its officers, officials, employees, agents and volunteers. Any insurance or self-insurance maintained by the CITY, its officers, officials, employees, agents and volunteers shall be in excess of CONTRACTOR'S insurance and shall not contribute with it. CONTRACTOR shall establish primary and non-contributory status under the General Liability policy by use of ISO Form CG 20 01 04 13 or by an executed manuscript insurance company endorsement that provides primary and non-contributory status as broad as that contained in ISO Form CG 20 01 04 13.

All policies of insurance shall contain, or be endorsed to contain, the following provision: CONTRACTOR and its insurer shall waive any right of subrogation against CITY, its officers, officials, employees, agents and volunteers.

All policies of insurance required herein shall be endorsed to provide that the coverage shall not be cancelled, non-renewed, reduced in coverage or in limits except after thirty (30) calendar days written notice by certified mail, return receipt requested, has been given to CITY. CONTRACTOR is also responsible for providing written notice to the CITY under the same terms and conditions. Upon issuance by the insurer, broker, or agent of a notice of cancellation, non-renewal, or reduction in coverage or in limits, CONTRACTOR shall furnish CITY with a new certificate and applicable endorsements for such policy(ies). In the event any policy is due to expire during the work to be performed for CITY, CONTRACTOR shall provide a new certificate, and applicable endorsements, evidencing renewal of such policy not less than fifteen (15) calendar days prior to the expiration date of the expiring policy.

The fact that insurance is obtained by CONTRACTOR shall not be deemed to release or diminish the liability of CONTRACTOR, including, without limitation, liability under the indemnity provisions of this Agreement. The policy limits do not act as a limitation upon the amount of indemnification to be provided by CONTRACTOR. Approval or purchase of any insurance contracts or policies shall in no way relieve from liability nor limit the liability of CONTRACTOR, its principals, officers, agents, employees, persons under the supervision of CONTRACTOR, vendors, suppliers, invitees, consultants, subcontractors, or anyone employed directly or indirectly by any of them.

VERIFICATION OF COVERAGE

CONTRACTOR shall furnish CITY with all certificate(s) and applicable endorsements effecting coverage required hereunder. All certificates and applicable endorsements are to be received and approved by the CITY'S Risk Manager or his/her designee prior to CITY'S execution of the Agreement and before work commences. All non-ISO endorsements amending policy coverage shall be executed by a licensed and authorized agent or broker. Upon request of CITY, CONTRACTOR shall immediately furnish City with a complete copy of any insurance policy required under this Agreement, including all endorsements, with said copy certified by the underwriter to be a true and correct copy of the original policy. This requirement shall survive expiration or termination of this Agreement.

SUBCONTRACTORS

If CONTRACTOR subcontracts any or all of the services to be performed under this Agreement, CONTRACTOR shall require, at the discretion of the CITY Risk Manager or designee, subcontractor(s) to enter into a separate Side Agreement with the City to provide required indemnification and insurance protection. Any required Side Agreement(s) and associated insurance documents for the subcontractor must be reviewed and preapproved by CITY Risk Manager or designee. If no Side Agreement is required, CONTRACTOR will be solely responsible for ensuring that its subcontractors maintain insurance coverage at levels no less than those required by applicable law and is customary in the relevant industry.

ATTACHMENT "D" DISCLOSURE OF CONFLICT OF INTEREST

		YES*	NO
1	Are you currently in litigation with the City of Fresno or any of its agents?	<input type="checkbox"/>	<input checked="" type="checkbox"/>
2	Do you represent any firm, organization, or person who is in litigation with the City of Fresno?	<input type="checkbox"/>	<input checked="" type="checkbox"/>
3	Do you currently represent or perform work for any clients who do business with the City of Fresno?	<input type="checkbox"/>	<input checked="" type="checkbox"/>
4	Are you or any of your principals, managers, or professionals, owners or investors in a business which does business with the City of Fresno, or in a business which is in litigation with the City of Fresno?	<input type="checkbox"/>	<input checked="" type="checkbox"/>
5	Are you or any of your principals, managers, or professionals, related by blood or marriage to any City of Fresno employee who has any significant role in the subject matter of this service?	<input type="checkbox"/>	<input checked="" type="checkbox"/>
6	Do you or any of your subcontractors have, or expect to have, any interest, direct or indirect, in any other contract in connection with this Project?	<input type="checkbox"/>	<input checked="" type="checkbox"/>
* If the answer to any question is yes, please explain in full below.			

Explanation: _____

N/A

Additional page(s) attached.

Signed by: _____

B4550CF91D5F426...
 Signature

6/8/2026

 Date

Shauna Griffin

 Name

Badger Meter

 Company

4545 West Brown Deer Rd.

 Address

Brown Deer, WI 53224

 City, State, Zip

