



**PURCHASE ORDER NUMBER
C15127**

This number must appear on all invoices, packages,
cartons, bills of lading, and packing slips.

FOB:
Freight Terms: Destination
Payment Terms: 1
PO Date: 12/01/2016

Vendor:
1903
ITRON INC
PO BOX 200209
DALLAS TX 75320-0209

Ship To:
CITY OF GRAND PRAIRIE
Development Center
206 W Church St
Grand Prairie TX 75050-5615

Bill To:
CITY OF GRAND PRAIRIE
Development Center
206 W Church St
Grand Prairie TX 75050-5615

Contact:
Phone: 509-924-9900

Contact: Maxine Snow
Phone: 972 237-8141
Email: msnow@gptx.org

LINE	QTY	UOM	DESCRIPTION	UNIT PRICE	EXTENDED PRICE
			<p>Deliver by December 1, 2016 unless specified by line</p> <p>Approved by City Council 07/14/15 as Item 15-4632, executed 09/16/15 as a result of RFP 14104</p> <p>City Secretary ID Nos are: Original Contract is 5284; and CO#1 is 5447, CO#2 5666, CO#3 5947, CO#4 6248, CO#5 is 6455, CO #6 6833</p> <p>Contract \$9,093,597.00 Contingency NONE</p> <p>Expires 12/31/17</p> <p>CO#1 \$1,650,000.00 approved by City Council 11/03/15 as Item 15-5081, executed 11/06/15. Does not Extend. Funding added to Lines 2 (\$1,250,000.00) and 3 (\$400,000.00). CO#2 \$5,940 CO#3 (\$5,940) CO#4 \$0.00 CO#5 \$0.00 CO#6 2,750,000.00 reduced to \$2,409,179 per end user 03/03/17. CO#7 \$3,000,000.00</p> <p>Funding location for line 4 moved from (500592) WO #01709703-68540 to (500892) WO #42514022. Revised Contract \$12,093,597.00 Contingency NONE</p> <p>PO version 005 printed 04/13/17 Bill To Address: ENGINEERING Development Center 206 W Church St Grand Prairie TX 75050-5615</p>		
1	1.0000	JA	<p>AMI SYSTEM Equipment, Hardware, Software</p> <p>City Budget Distribution: 500892, 68540, 42514022, \$5,250,000.00</p>	5,250,000.00000	5,250,000.00

***** CONTINUED *****



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2	1.0000	JA	AMI SYSTEM CO#1 - 15-5081 City Budget Distribution: 500892, 68540, 42514022, \$1,250,000.00	1,250,000.00000	1,250,000.00
3	1.0000	JA	AMI SYSTEM CO#1 - 15-5081 City Budget Distribution: 361010, 68280, \$184,418.00	400,000.00000	184,418.00
4	1.0000	EA	CHANGE ORDER 6 c/o 6 AMI Vendor Item Number: YEARLY ALLOCATION Vendor Item Desc: City Budget Distribution: 500892, 68540, 42514022, \$2,409,179.00	2,409,179.00000	2,409,179.00
5	1.0000	EA	CHANGE ORDER 7 C15127 2/7/17 CC City Budget Distribution: 500892, 68540, 42514022, \$3,000,000.00	3,000,000.00000	3,000,000.00

Total Amount: **\$12,093,597.00**

City Manager

Purchasing Manager

CITY OF GRAND PRAIRIE STANDARD TERMS AND CONDITIONS OF PURCHASE ORDER

1. **MODIFICATIONS:** Changes, modifications, waivers, additions or amendments to the terms and conditions of this order shall be binding on the City only if such changes, modifications, waivers, additions or amendments are in writing and signed by a duly authorized representative of the City. No oral statement of any person shall modify or otherwise change, or affect the modifications or changes stated in the resulting purchase order. All change orders to the purchase order will be made in writing by the City.
2. **ADHERANCE TO ALL LAWS:** Seller agrees that it will at all times observe and follow all Federal, State, and Local laws when performing under this agreement, and that violation of any Federal, State, or Local law which occurs during the manufacturing or delivery of the goods called for in this agreement constitutes a material breach of the terms and conditions of this agreement, for which the City may, at its discretion, terminate the agreement.
3. **INDEMNITY:** Seller shall defend, indemnify and hold harmless the City and all its officers, agents and employees and all entities, their officers, agents and employees who are participating in this purchase from all suits, actions, or other claims of any character, name and description brought for or on account of any injuries or damages received or sustained by any person, persons, or property on account of any negligent act or fault of the Seller, or any agent, employee, subcontractor or supplier in the execution of, or performance under, any contract which may result from bid award. Seller shall pay any judgment with costs which may be obtained against the City and participating entities growing out of such injury or damages.
4. **WAIVER OF ATTORNEY'S FEES:** Seller and the City expressly covenant and agree that in the event of any litigation arising between the parties to this agreement, each party shall be solely responsible for payment of its attorneys and that in no event shall either party be responsible for the other party's attorney's fees, regardless of the outcome of the litigation.
5. **SAFETY WARRANTY:** Seller warrants that the product sold to Buyer shall conform to the standards promulgated by the U.S. Department of Labor under the Occupational Safety and Health Act of 1970, as amended. In the event the product does not conform to OSHA standards, the City may return the product for correction or replacement at the Seller's expense. In the event the Seller fails to make the appropriate correction within a reasonable time, correction made by the City will be at Seller's expense.
6. **CHANGES:** The City may change from time to time any of its drawings, specifications or instructions for work covered under this purchase order and seller shall comply with such change notices. If such changes result in a decrease or increase in Seller's cost or in the time for performance, an adjustment in price and time for performance may be made by the parties in writing, provided however, that the Seller notifies the City of the request for such adjustments within thirty (30) days after receipt by it of the change notice. No oral statement of any person shall modify or otherwise change, or affect the modifications or changes stated in the resulting contract. All change orders to the contract will be made in writing by the City.
7. **PATENT RIGHTS:** The Seller agrees to indemnify and hold the City harmless from any claim involving patent right infringement or copyrights on goods supplied.
8. **ASSIGNMENT:** The Seller shall not sell, assign, transfer or convey this contract in whole or in part, without the prior written consent of the City.
9. **TERMINATION FOR DEFAULT:** The City reserves the right to enforce the performance of this purchase order in any manner prescribed by law or deemed to be in the best interest of the City in the event of breach or default of this purchase. The City reserves the right to terminate the purchase order immediately in the event the Seller fails to: (1) meet delivery schedules, or (2) otherwise perform in accordance with the specifications set forth in the Request for Bids. Breach of contract or default authorizes the City to award to another Seller, purchase elsewhere and charge the full increase in cost and handling to the defaulting Seller.
10. **CANCELLATION:** The City shall have the right to cancel or default all or any part of the undelivered portion of this order if Seller breaches any of the terms hereof including warranties of Seller or if Seller becomes insolvent or commits acts of bankruptcy. Such right of cancellation is in addition to and not in lieu of any other remedies which the City may have in law or equity.
11. **FORCE MAJEURE:** If, by reason of Force Majeure, either party hereto shall be rendered unable wholly or in part to carry out its obligation under this agreement then such party shall give notice and full particulars of such Force Majeure in writing to the other party within a reasonable time after occurrence of the event of cause relied upon, and the obligation of the party giving such notice, so far as it is affected by such Force Majeure, shall be suspended during the continuance of the emergency claimed, except as hereinafter provided, but for no longer period, and such party shall endeavor to remove or overcome such inability with all reasonable dispatch. The term Force Majeure as employed herein, shall mean acts of God, strikes, lockouts, or other industrial disturbances, acts of public enemy, orders of any kind of government of the United States or the State of Texas or any civil or military authority, insurrections, riots, epidemics, landslides, lightning, earthquakes, fires, hurricanes, tornadoes, storms, floods, washouts, droughts, restraint of government and people, civil disturbances, explosions, breakage of accidents of machinery, pipelines, or canals, or those causes not reasonably within the control of the party claiming such inability. It is understood and agreed that the settlement of strikes and lockouts is entirely within the discretion of the party having the difficulty, and that the above requirement that any Force Majeure shall be remedied with all reasonable dispatch shall not require the settlement of strikes and lockouts and acceding to the demands of the opposing party or parties when such settlement is unfavorable in the judgement of the party having the difficulty.
12. **TERMS:** The following terms with respect to payment are applicable to this order:
 - A. **PAYMENT TERMS:** Payment terms are Net 30 from the latter of the date of receipt of goods/services or receipt of invoice unless otherwise specified by the City in this document or if vendor allows a prompt payment discount.
 - B. **INVOICES:** Invoices must be submitted by the Seller in duplicate to the City of Grand Prairie, to the attention of the Department receiving goods/service, PO Box 534045, Grand Prairie, TX, 75053-4045. Purchase Order number must appear on all invoices and delivery tickets.
13. **DELIVERY TIME AND PLACE:** Deliveries will be acceptable only during normal working hours, unless otherwise agreed by the City, at the designated Municipal Facility. As used herein, the term "designated Municipal Facility" shall mean a location within the City of Grand Prairie, Texas, to be designated by the Office of the Purchasing Manager prior to delivery.
14. **TAX EXEMPTION:** The City is exempt from Federal Manufacturer's Excise, and State Sales taxes. TAX MUST NOT BE INCLUDED ON THE INVOICE. If tax is charged, the City will deduct the amount of tax from the invoice prior to payment. Tax exemption certificates will be executed by the City and furnished upon request.
15. **PACKING AND SHIPPING INSTRUCTIONS:**
 - A. **SELLER TO PACKAGE GOODS:** Seller will package goods in accordance with good commercial practice. Each shipping container shall be clearly and permanently marked as follows: (a) Seller's name and address; (b) Consignee's name, address and purchase order or purchase release number and the supply agreement number if applicable; (c) Container number and total number of containers, e.g. box 1 of 4 boxes; and (d) the number of the container bearing the packing slip. Seller shall bear cost of packaging unless otherwise provided. Goods shall be suitably packed to secure lowest transportation costs and to conform with requirements of common carriers and any applicable specifications. Buyer's count or weight shall be final and conclusive on shipments not accompanied by packing lists.
 - B. **F.O.B./DAMAGE:** All shipments shall be made F.O.B. Delivered, Municipal Facility, Grand Prairie, Texas, and shall include all delivery and packaging costs. The City assumes no liability for goods delivered in damaged or unacceptable condition. The Seller shall handle all claims with carriers, and in case of damaged goods, shall ship replacement goods immediately upon notification by the City of damage.