Construction Meter Agreement

This Construction Meter Agreement ("Agreement") is made and entered into this _____ day of _____, 20_____, between the City of Goodyear, a municipal corporation ("City"), and _____ , ("Contractor"), who hereby agrees as follows:

1. City agrees to provide Contractor with the Construction Hydrant Meter ("Meter") requested and grants Contractor the right to use of the Meter in the City water service area subject to all conditions, provisions and terms provided herein. For purposes of this Agreement, a Meter shall include the hydrant, all fittings and appurtenances.
2. Application/Fees. Contractor shall complete, sign and return this Agreement, the Meter Verification form and the original copy of the ADEQ Contract for Secondary Use of Reclaimed Waste Water (if a reclaimed meter), along with all required fees, to the City of Goodyear Finance Department at 190 N. Litchfield Rd. Goodyear, AZ. Contractor shall pay a setting fee of $100 per Meter and a Meter deposit, the amount of which will vary depending on the size and type of meter requested, prior to the setting of a Meter.
3. Installation. City will provide and install the requested meter(s) within five (5) business days (excluding holidays), after City approves the application and all fees and deposits have been paid by Contractor.
4. Monthly Fees. Contractor agrees to pay all charges as fully assessed by the City. Each meter will be billed a monthly base fee of $50, with the water fees assessed at the water rate structure established by the City. Sunchase/non-potable water base fees are $131.67/month. City shall have the right to increase fees and rates at any time, without prior notice to Contractor. Potable water is charged at a higher water rate per thousand gallons of water used than reclaimed water.
5. Term. This Agreement will continue until terminated by either Party and the meter has been removed by and returned to the City.
6. Damage/Theft. Contractor is responsible to ensure that the Meter remains safe, secure, undamaged and properly braced and supported at all times. Contractor is responsible to pay for any and all damage to the Meter(s) which includes but is not limited to Meters, fittings and water being lost, altered, broken or stolen. Contractor shall not attempt to repair or adjust the Meter. Contractor agrees that any alterations, damage or theft of the Meter shall result in the forfeiture of the Meter deposit as liquidated damages. Contractor shall immediately report any theft to the Goodyear Police Department and the City Finance Department. The account will be closed and the deposit forfeited to the City as liquidated damages for Contractor's failure to return the Meter to the City. If the Meter is stolen or the register is damaged before the time of the monthly or final reading, a minimum of 100,000 gallons of water will be charged to the Contractor's account. Contractor agrees that the City may estimate the amount of water usage and charge Contractor an amount in excess of 100,000 gallons of water, if the City's estimate of the amount of usage exceeds 100,000 gallons. The City's estimate will be based on the review of the history of usage, size of the project and other factors. The City's estimated amount of usage and the cost of such water shall be final and not appealable.
7. Meter Relocation. Meters may only be relocated by City staff. To schedule an appointment, Contractor shall fax a request on company letterhead, with the meter number, current and proposed

new locations to (623) 932-2171. City will relocate the Meter within five (5) business days (excluding holidays) after its receipt of the relocation request and payment of the relocation fee of $100 per Meter.

8. Meter Removal. Meters may only be removed by City staff, unless otherwise provided herein. To schedule an appointment for removal, Contractor shall fax a request on company letter, with the meter number, location and requested date for removal to (623) 932-2171. City will remove the Meter within five (5) business days (excluding holidays) of its receipt of the request. Contractor will continue to be responsible for any damage to or theft of the Meter and billed for minimum charges and water usage, until the Meter has been removed by the City. Contractor's deposit will be returned after all outstanding amounts due have been paid and the City is fully reimbursed for any damage to or theft of the Meter(s).
9. Meter Connections. Meter connections and hoses shall not be removed by anyone other than City staff or reduced in size to less than two inches. Additional connections made to the meter must be taken off prior to relocation or removal by the city. Contractor agrees that any part remaining on the Meter, at the time of relocation or removal by the City, will immediately become the property of the City.
10. Meter Use. Contractor shall use and maintain the Meter(s) in a manner consistent to avoid damage. Any regulating of water required is to be done with the gate valve attached to the meter.
11. Potable Water Hydrant Meter. Contractor shall supply, install and be responsible for the removal of reduced pressure principle type backflow preventers when meter used for potable water in compliance with Arizona Administrative Code R18-4-215. The backflow preventer shall be tested and certified after installation on-site to ensure it is functioning in accordance with the American Water Works Association standards and approved by the City in accordance with Engineering Design Standards and Policies Manual. A copy of the certification shall be given to the inspector and a copy shall be kept on-site with the device. All testing shall be completed by persons certified as a General Tester or specialist certified by the University of Southern California or Arizona State Environmental Technology Training program.
12. Meters for filling, chlorination, leak testing, flushing, etc. Such Meters will be supplied by the City and installed by the Contractor incompliance with City Temporary Jumper Connection Detail (G-3356) standards. Where applicable, the meter and backflow preventer shall be of the appropriate size to achieve the required minimum flushing velocity of 2.5ft/s per AWWA C651-05. Contractor shall ensure that water does not flow thru a Meter prior to the City's installation inspection and approval. All pipes and fittings used for the supply line shall be disinfected per AWWA C651-05 prior to connecting to the existing City water supply.
13. Modifications. Contractor shall not modify tie-ins or allow water to flow without the prior inspection and written consent from the City Engineer.
14. Piping. Piping from the City main to the temporary jumper and backflow will be of adequate size to handle the flow demand needed for flushing purposes in accordance with the City Temporary Jumper Connection Detail (G-3356) standards. Where applicable, the meter and backflow preventer shall be of the appropriate size to achieve the required minimum flushing velocity of 2.5ft/s per AWWA C651-05.
15. Materials. All materials used by Contractor shall meet National Sanitary Foundation Standards for drinking water, the City Temporary Jumper Connection Detail (G-3356) standards and City of Goodyear Approved Materials list for Water.
16. Indemnification. Contractor covenants and agrees to indemnify, hold harmless and defend the City, its agents and employees, from and against any and all claims for damages to persons or property of any nature whatsoever, whether real or asserted, arising out of or caused by the use by Contractor or any of its agents or employees for water withdrawn from the water system of the

City, under or by virtue of this Agreement or arising out of or caused by failure of Contractor or any of its agents or employees to perform any of its duties or obligations hereunder.

17. Termination. The City reserves the right in its sole discretion to deny an application or terminate this Agreement and remove Meter(s) at any time, with or without cause.
18. Cancellation. This Agreement is subject to cancellation pursuant to A.R.S. § 38-511.
19. Survival. Numbers 4, 5, 6, 16, 20 and 21 shall survive the termination and expiration of this Agreement.
20. Current Information: It is the applicant's responsibility to provide the City of Goodyear with their current mailing address and telephone number. The party responsible for paying the deposit and monthly charges will be the one who signs up for service.
21. Jurisdiction. The Parties agree that this Agreement shall be governed, construed and enforced under the laws of the State of Arizona without regard to conflict of law or choice of law provisions. Any action arising out of or related to this Agreement shall be brought in the Superior Court, Maricopa County, Arizona.
22. Severability. If any provision herein shall be held to be invalid or unenforceable, such in validity or unenforceability shall not affect any other provisions herein.

The undersigned has authority to sign on behalf of the Contractor and agrees to be responsible for the payment of all deposits, charges and fees.

_____ _____

Contractor Date

_____ _____

Finance Representative Date

Company Name			
Contractor Representative		Phone	
Email			
Mailing Address			
Employer ID No.			
Site Contact Person		Phone	
Email			
Meter Location			
Meter Purpose & Size			