

CONTRACT

**34416**

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3 THIS CONTRACT is made and entered, in duplicate, as of August 16, 2016  
4 for reference purposes only, pursuant to Resolution No. RES-16-0073, adopted by the  
5 City Council of the City of Long Beach at its meeting on August 9, 2016, by and between  
6 KOPPL PIPELINE SERVICES, INC., a California corporation ("Contractor"), with a place  
7 of business at 1228 Date Street, Montebello, California 90640 , and the CITY OF LONG  
8 BEACH ("City"), a municipal corporation.

9 WHEREAS, the City requires pipeline stopper fittings and tapping and  
10 stopping services for natural gas pipelines greater than 12-inches in diameter; and

11 WHEREAS, City did by Resolution No. RES-16-0073 determine that the  
12 City's need to purchase pipeline stopper fittings and tapping and stopping services for  
13 natural gas pipelines greater than 12-inches in diameter could only be met by Contractor  
14 and, by reason of the foregoing, no useful purpose would be served by advertising for  
15 bids to purchase pipeline stopper fittings and tapping and stopping services for natural  
16 gas pipelines greater than 12-inches in diameter, and to do so would constitute an idle  
17 and useless act and an unnecessary expenditure of public funds;

18 NOW, THEREFORE, in consideration of the mutual terms and conditions  
19 contained herein, the parties agree as follows:

20 1. Contractor shall sell, furnish and deliver to City pipeline stopper  
21 fittings and tapping and stopping services for natural gas pipelines greater than 12-inches  
22 in diameter, attached hereto as Exhibit "A" and incorporated herein by reference, as  
23 authorized by Resolution No. RES-16-0073.

24 2. City shall pay Contractor in due course of payments, following  
25 receipt of an invoice from Contractor and upon acceptance from City, for pipeline stopper  
26 fittings and tapping and stopping services for natural gas pipelines greater than 12-inches  
27 in diameter, the prices shown in Exhibit "A", a sum not to exceed Four Hundred  
28 Thousand Dollars (\$400,000) annually.

OFFICE OF THE CITY ATTORNEY  
CHARLES PARKIN, City Attorney  
333 West Ocean Boulevard, 11th Floor  
Long Beach, CA 90802-4664

1           3.     The term of this Contract shall commence on October 1, 2016, and  
2 shall terminate at midnight on October 1, 2018 unless sooner terminated as provided  
3 herein. The Contract may be extended for two (2) additional one-year periods, at the  
4 discretion of the City Manager. The City may terminate this Contract by giving thirty (30)  
5 days prior notice of termination to Contractor.

6           4.     Neither this Contract nor any of the moneys that may become due  
7 Contractor hereunder may be assigned without the prior written consent of City.

8           5.     Any notices required hereunder or desired to be given by either party  
9 shall be in writing and personally delivered or deposited in the U.S. Postal Service, first  
10 class postage prepaid, addressed to Contractor at the address stated herein, and to City  
11 at 333 West Ocean Boulevard, Long Beach, California 90802 Attn: City Manager. Notice  
12 shall be deemed given on the date personal delivery is made or on the date of deposit in  
13 the mail, whichever first occurs.

14           6.     City shall have the benefit of any warranty from the manufacturer on  
15 the Mueller Style Weld Fittings, and Contractor warrants that the Mueller Style Weld  
16 Fittings are in good working order and free from defect at the time of delivery.

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IN WITNESS WHEREOF, the parties have signed this document with all the formalities required by law as of the date first stated above.

KOPPL PIPELINE SERVICES, INC., a California corporation

September 7, 2016, 2016

By Carol Sanchez  
Name Carol Sanchez  
Title President

Sept 19, 2016, 2016

By M. Douglas Coker  
Name M. Douglas Coker  
Title V. Pres.

"Contractor"

CITY OF LONG BEACH, a municipal corporation

Oct 4, 2016, 2016

By [Signature]  
City Manager  
**Assistant City Manager**  
"City"

EXECUTED PURSUANT TO SECTION 301 OF THE CITY CHARTER.

This Contract is approved as to form on 9.26, 2016.

CHARLES PARKIN, City Attorney

By [Signature]  
Deputy

OFFICE OF THE CITY ATTORNEY  
CHARLES PARKIN, City Attorney  
333 West Ocean Boulevard, 11th Floor  
Long Beach, CA 90802-4664

# EXHIBIT “A”



Koppl Pipeline Services, Inc. • 1228 Date Street • Montebello, CA 90640 USA

Phone 323-888-2211 • Fax 323-888-2232 • www.koppl.com

CCL#844802 AZCL#ROC216719 NVCL#0060642

## **Long Beach Gas & Oil Annual 4 Year Service Contract**

Koppl Pipeline Services, Inc. is pleased to provide the following line stop service estimate per your request.

Koppl is an experienced specialty contractor and we employ the latest technology for hot tapping, line stopping, for trouble free completion of even the most complicated projects. With a broad background in on-line services, our technicians are well trained and confident in the work they perform.

Some of our other services and products we supply:

- Hot Tapping
- Welding Services for Hot Tapping and Line Stopping Operations
- Hot Taps and Line Stops on HDPE Piping (Natural Gas or Water)
- Local Machine Shop for Custom Fabrication of Fittings

Please review the following estimate and its attachments. We will be happy to meet with you if you need further clarification or if an on-site visit is required.

Thank you for the opportunity to provide this estimate and please contact us if you should have any questions.

Best Regards,

Chuck Lehtonen



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## Line Stop Service Estimate

Date: 5-5-16 Quotation #: CL050516  
Customer Name: Long Beach Gas & Oil \*Please reference this quotation number when calling to schedule.  
Contact: Aaron Perkins Phone: 562-570-2033 FAX:  
Jobsite Location: Various Locations Long Beach office#

Job Description:

1 – 6" Tap & Stop Only.	\$ 3,016.00	Re-entry	\$ 2,563.00
1 – 8" Tap & Stop Only.	\$ 3,175.00	Re-entry	\$ 2,698.00
1 – 10" Tap & Stop Only.	\$ 4,135.00	Re-entry	\$ 3,514.00
1 – 12" Tap & Stop Only.	\$ 4,345.00	Re-entry	\$ 3,693.00
1 – 14" Tap & Stop Only.	\$ 15,885.00	Re-entry	\$ 13,502.00
1 – 16" Tap & Stop Only.	\$ 18,040.00	Re-entry	\$ 15,334.00
1 – 18" Tap & Stop Only.	\$ 20,195.00	Re-entry	\$ 17,166.00
1 – 20" Tap & Stop Only.	\$ 22,350.00	Re-entry	\$ 18,998.00

Welders will be billed @ 140.00 per hour.

Welder helpers will be billed @ 120.00 per hour.

Koppl Pipeline Services will supply the following: Labor & Equipment to install line stop, install temporary valve, test, hot tap, install stopper in line, allow your crew to perform their work, remove stopper, set completion plug, remove temporary valve, and install blind flange.

Line Stop to remain in line for up to 8 hours.

Customer Responsibilities: All necessary and required permits, safe access to jobsite (traffic control, scaffolding, ladders, shoring, lifting equipment if required, etc.). Also see additional references on next page.

Estimate Amount: **See Above** Prices subject to yearly  
**Includes, Travel** increases not to exceed 15%  
**Normal Hours**  
**Prevailing Wage**

\*Includes all taxes and delivery of material unless otherwise noted.

Customer Delays: Delays caused on the jobsite that are of no fault of Koppl Pipeline Services will be billed at \$135.00 per hour per technician, plus any applicable overtime.  
Coupon Retention: Koppl Pipeline Services uses the latest technology for coupon retention, yet there is no guarantee of its retrieval. All costs associated with retrieving the coupon will be the responsibility of the customer.  
Payment Terms: Net 30 – Pending Credit Approval

### Customer Acknowledgement

Customer has reviewed and agreed upon the above estimate for the work described herein. Customer is aware of the fact that job parameters may change and extra charges may occur. If the job scope changes upon our arrival, customer is entitled, at customer's request, to receive a revised estimate. Signatures below indicate acknowledgement and acceptance of this estimate and additional references, along with its standard terms and conditions.

Thank you in advance for considering Koppl Pipeline Services for your hot tapping, line stopping, pipe freezing, and valve insertion needs.

### Authorized Koppl Representative:

Signature: Charles Lehtonen  
Chuck Lehtonen

Date: May 6, 2016

Koppl Pipeline Services, Inc. • 1228 Date Street • Montebello, CA 90640 USA  
Phone 323-888-2211 • Fax 323-888-2232 • www.koppl.com

**Authorized Customer Representative:**

Signature: \_\_\_\_\_

Date: \_\_\_\_\_

### **Additional References**

#### **Site Preparation**

Customer is responsible for safe preparation of the work site. For underground work, this may include traffic control, excavation, shoring, permits, etc. For work performed inside of a building or other structure, safe access to the work area must be provided, such as scaffolding, a manlift, or ladders. Please contact your sales representative for detailed requirements depending on the work to be performed.

#### **Pipe Information**

Customer must provide accurate dimensional information for the pipe in which the line stopping operation will occur. This will include type of pipe, class, outside diameter, inside diameter, pressure, temperature, etc. If the information is found to be inaccurate at the time the work begins, a re-quote may be required. A brief summary of the work to be performed while the line stop is in line should also be provided.

#### **Equipment Support Block**

Support of our equipment at the line stop location may be required. This typically consists of a concrete support block placed under and around our line stop fitting to carry the loads imposed on the pipe by our equipment. Consult with your sales representative for clarification.

#### **Suspension of Flow**

Customer must provide suspension of flow at the time the line stop head is inserted into the line. Pressure may be maintained, but flow must be stopped. Consult with your sales representative for clarification.

#### **Blow Down and Draining**

After the line stops have been set, it will be the customer's responsibility to blow down the line and drain its contents in a safe and controlled manner.

#### **Leakage**

Due to various internal piping conditions, a 100% seal on the line stop may not be possible. Koppl will attempt to obtain the best seal attainable given the conditions, but no guarantee can be made as to the quality of the line stop. Consult with your sales representative for clarification.

#### **Equalization**

Equalization of pressure on both sides of the line stop location is required prior to removing the line stop head. A means of equalization must be provided.

#### **Duration of Line Stop**

The line stop shall remain in line for the duration stated above. If additional days are required, additional equipment charges may apply.

#### **Pipe Coating**

Prior to our arrival on site, the customer is responsible for removing any existing coating on the pipe. This includes, tape wrap, tar coating, etc. Any coating containing asbestos will need to be abated before we can begin any work on site.

#### **Welding**

Our truck mounted welding machine may be used if we can park within 200 feet of the job location. If Koppl provides a welder, the customer must provide a fire watch.

#### **Stand-By Time and Overtime**

Delays beyond our control will be subject to a charge of \$95.00 per man / per hour for straight time, plus any applicable overtime.

#### **Coupon Retention**

Koppl Pipeline Services uses the latest technology for coupon retention, yet there is no guarantee of its retrieval. All costs associated with retrieving the coupon will be the responsibility of the customer.

#### **Prevailing Wage**

Customer must notify Koppl Pipeline Services Inc. of any requirement to pay prevailing wage rates or to provide certified payroll reports.

**Prevailing wage rates for additional hours on site will be billed @ \$ 40.00 per hour per man.**

#### **Pricing**

Pricing is based on the scope of work described. Any changes to this scope may change unit pricing or total pricing. Please contact us for a new quote if the quantities, sizes, or scope of work is modified.

I have read the above additional references:

Signature: \_\_\_\_\_

Date: \_\_\_\_\_



**ON-STREAM SERVICES & PRODUCTS  
TERMS AND CONDITIONS**

**GOVERNING TERMS**

THESE TERMS AND CONDITIONS ARE AN OFFER BY US TO YOU SUBJECT TO THE APPROVAL OF OUR CREDIT DEPARTMENT, AND MAY BE ACCEPTED ONLY ON THESE EXACT TERMS AND CONDITIONS. THE CONTRACT FORMED BY YOUR ACCEPTANCE OF THIS QUOTATION, OR BY YOUR REQUEST THAT WE ENTER A SALES ORDER FOR YOU, OR BY YOUR ACCEPTANCE OF A SHIPMENT FROM KOPPL PIPELINE SERVICES, INC PIPELINE SERVICES, INC WILL CONSTITUTE THE EXCLUSIVE, COMPLETE AND FINAL AGREEMENT BETWEEN KOPPL PIPELINE SERVICES, INC PIPELINE SERVICES, INC AND YOU AND THERE ARE NO OTHER AGREEMENTS, REPRESENTATIONS, PROMISES, OR STATEMENTS BETWEEN US EITHER EXPRESSED OR IMPLIED. IF YOU ISSUE A DOCUMENT OF YOUR OWN, THIS DOCUMENT SHALL SUPERSEDE THE TERMS AND CONDITIONS OF YOUR DOCUMENT. ALL TERMS AND CONDITIONS, DISPUTES AND LEGAL ACTIVITIES SHALL BE CONDUCTED IN AND INTERPRETED BY THE JURISDICTION AND LAWS OF THE STATE OF CALIFORNIA, LOS ANGELES COUNTY.

**SHIPMENT**

DELIVERIES SHALL BE MADE IN ACCORDANCE WITH A DELIVERY SCHEDULE, WHICH MAY BE REVISED BY MUTUAL AGREEMENT TO ADJUST TO JOB CONDITIONS OR MANUFACTURING REQUIREMENTS. WE CANNOT GUARANTEE PRECISE DELIVERY OR INSTALLATION DATES AND SHALL NOT BE RESPONSIBLE FOR DELAYS IN DELIVERIES, NOR LIABLE FOR ANY LOSSES, EXPENSES OR DAMAGES, INCLUDING LIQUIDATED DAMAGES OR PENALTIES OF ANY KIND, WHICH YOU OR YOUR CUSTOMER MAY INCUR. ACCEPTANCE OF DELIVERY BY YOU CONSTITUTES CONFIRMATION OF YOUR ACCEPTANCE OF THE DELIVERY SCHEDULE AGAINST WHICH THE DELIVERY WAS MADE. UNLESS STATED OTHERWISE IN THE QUOTATION, SHIPMENTS ARE QUOTED F.O.B. OUR DOCK OR OUR VENDOR'S DOCK.

**PRICES, PAYMENT AND TAXES**

PRICE DOES NOT INCLUDE ANY STATE, FEDERAL, OR LOCAL TAXES UNLESS SPECIFICALLY NOTED. TERMS OF PAYMENT ARE STATED ON THE QUOTATION. OUR TERMS OF SALE DO NOT PERMIT OR ALLOW THE WITHHOLDING FROM PAYMENT OF ANY PERCENTAGE OF DOLLAR AMOUNT DUE AND PAYABLE TO KOPPL PIPELINE SERVICES, INC PIPELINE SERVICES, INC BECAUSE THE OWNER OR FINANCING AGENCY WITHHOLDS FUNDS AS RETENTION, OR FOR SOME OTHER REASON, UNTIL SOME FUTURE CONDITION IS FULFILLED. ALL FUNDS RECEIVED BY YOU OR PAYABLE TO YOU FOR SATISFACTION OF THE AMOUNT DUE KOPPL PIPELINE SERVICES, INC PIPELINE SERVICES, INC HEREUNDER SHALL BE HELD AS A TRUST FUND FOR PAYMENT OF YOUR OBLIGATIONS TO KOPPL PIPELINE SERVICES, INC PIPELINE SERVICES, INC, AND SHALL NOT BE APPLIED TO OTHER PURPOSES UNTIL YOUR OBLIGATION TO KOPPL PIPELINE SERVICES, INC PIPELINE SERVICES, INC IS SATISFIED. PAYMENT SHALL BE IN UNITED STATES OF AMERICA DOLLARS. NO BACKCHARGES, WITHHOLDING OR DEDUCTS OF ANY KIND ARE ALLOWED. PRICES ARE SUBJECT TO INCREASE TO COMPENSATE FOR ANY INCREASE IN OUR COSTS DUE TO NEW OR INCREASED TAXES OR GOVERNMENTAL REGULATORY MEASURES. PRICES ON THE QUOTATION ARE BASED ON THE QUANTITIES GIVEN. ANY QUANTITY CHANGES OR OTHER ORDER MODIFICATIONS MAY RESULT IN PRICE CHANGES. EXCEPT AS ABOVE NOTED, PRICES ON THE QUOTATION ARE VALID FOR A PERIOD OF THIRTY DAYS AFTER THE DATE OF THE QUOTATION UNLESS A SPECIFIC VARIANCE IS GRANTED ON THE ATTACHED QUOTATION.

**INDEMNITY**

FOLLOWING DELIVERY OR KOPPL PIPELINE SERVICES, INC PIPELINE SERVICES, INC'S INSTALLATION, YOU EXPRESSLY AGREE TO INDEMNIFY AND HOLD KOPPL PIPELINE SERVICES, INC HARMLESS FROM ANY AND ALL LOSS, COST, LIABILITY OR EXPENSE, INCLUDING ATTORNEY'S FEES RELATING TO OR IN CONNECTION WITH ANY PROCEEDING, CAUSE FOR ACTION, OR ANY DAMAGE TO PERSONS OR PROPERTY INVOLVING THE USE, APPLICATION, TRANSPORTATION, STORAGE, DISPOSAL, OR YOURS OR OTHER'S INSTALLATION OF THE ITEMS ON THIS QUOTATION, OR SALES ORDER, OR SHIPMENT.

**FORCE MAJEURE**

KOPPL PIPELINE SERVICES, INC IS NOT RESPONSIBLE OR LIABLE FOR ANY DELAYS OR NONPERFORMANCE IN THE EVENT OF EARTH MOVEMENT, FIRE, FLOOD, EXPLOSION, THE ELEMENTS, OR OTHER CATASTROPHE, ACTS OF GOD, WAR, RIOT, CIVIL DISTURBANCE, STRIKE, LOCKOUT, REFUSAL OF EMPLOYEES TO WORK, LABOR DISPUTES, SHORTAGE, OR INABILITY TO OBTAIN RAW MATERIALS, INCLUDING ENERGY REQUIREMENTS, FAILURE OF CARRIERS TO DELIVER, IN THE EVENT OF ANY LEGISLATIVE, EXECUTIVE OR JUDICIAL ACT OF ANY GOVERNMENTAL AUTHORITY SUBSTANTIALLY AFFECTING KOPPL PIPELINE SERVICES, INC OPERATIONS, IN THE EVENT KOPPL PIPELINE SERVICES, INC SUSPENDS OR DISCONTINUES BUSINESS FOR ANY REASON, OR ANY OTHER REASON BEYOND THE CONTROL OF KOPPL PIPELINE SERVICES, INC.

**LIMITED WARRANTY**

LABOR AND PRODUCTS MANUFACTURED BY KOPPL PIPELINE SERVICES, INC ARE WARRANTED FREE FROM DEFECTS IN MATERIAL AND WORKMANSHIP FOR A PERIOD OF 365 DAYS FROM THE DATE OF SHIPMENT FROM KOPPL PIPELINE SERVICES, INC TO ANY LOCATION (MATERIALS) OR SERVICE. THE WARRANTY ON ITEMS NOT MANUFACTURED BY KOPPL PIPELINE SERVICES, INC OR SUBCONTRACTED SERVICES SHALL NOT EXCEED THE WARRANTY OF OUR SUBCONTRACTOR OR SUPPLIER OR HIS MANUFACTURER. IF DEFECT UNDER THIS WARRANTY APPEARS, KOPPL PIPELINE SERVICES, INC, AT ITS OPTION WILL REWORK OR REPLACE THAT ITEM OR REFUND THE PURCHASE PRICE OF THE DEFECTIVE PORTION, LESS AN ALLOWANCE FOR SERVICES RENDERED BY THE SERVICE OR PRODUCT PRIOR TO THE CLAIM, BUT IN NO EVENT WILL KOPPL PIPELINE SERVICES, INC BE RESPONSIBLE FOR CONSEQUENTIAL OR INCIDENTAL DAMAGES. THIS WARRANTY SHALL NOT APPLY TO ANY PRODUCT OR INSTALLATION WHICH HAS BEEN REPAIRED OR ALTERED BY ANYONE OTHER THAN KOPPL PIPELINE SERVICES, INC, OR WHICH HAS BECOME DEFECTIVE DUE IN TOTAL OR IN PART TO MISUSE, MISHANDLING, NEGLIGENCE OR CASUALTY, OR WHICH HAS BECOME DEFECTIVE IN TOTAL OR IN PART DUE TO NATURAL OR MAN-MADE EXPOSURE DAMAGE (EG., POLLUTION CONTACT DAMAGE) OR ANY SEISMIC OR OTHER MOTIONS OF THE INSTALLATION OR ANY PRESSURE/THERMAL CYCLING OR HAS BEEN OPERATED CONTRARY TO MANUFACTURER'S INSTRUCTIONS. REMEDIES AVAILABLE TO AN OWNER FOR BREACH OF WARRANTY ARE EXPRESSLY LIMITED TO AN ACTION TO RECOVER FOR THE VALUE OF REPAIRS OR REPLACEMENTS DUE HEREUNDER OF OUR PRODUCT ONLY, AND KOPPL PIPELINE SERVICES, INC'S LIABILITY FOR INCIDENTAL OR CONSEQUENTIAL DAMAGES ARE HEREBY EXPRESSLY EXCLUDED TO THE FULL EXTENT PERMITTED BY APPLICABLE LAW. ANY SHORTAGES OR SHIPPING DAMAGE MUST BE REPORTED IN WRITING OR FAX TO KOPPL PIPELINE SERVICES, INC WITHIN THREE BUSINESS DAYS OF YOUR RECEIPT OF SHIPMENT. KOPPL PIPELINE SERVICES, INC MAKES NO WARRANTY THAT THE GOODS SOLD UNDER THIS CONTRACT ARE FIT FOR ANY PARTICULAR PURPOSE. THERE ARE NO WARRANTIES WHICH EXTEND BEYOND THOSE SET FORTH HEREIN.

**OTHER SPECIFIC WARRANTY EXCLUSIONS**

(1). ANY PRODUCT FAILURES OR DAMAGE DUE TO CORROSION. (2). THE FINISH ON THE PRODUCT. (3). IF THE PRODUCT IS NOT INSTALLED BY KOPPL PIPELINE SERVICES, INC, ANY SEAL LEAKAGE OR SEAL FAILURE FOR ANY REASON WHATSOEVER. (4). IF THE PRODUCT IS INSTALLED BY KOPPL PIPELINE SERVICES, INC, ANY SEAL LEAKAGE OR SEAL FAILURE, FOR ANY REASON WHATSOEVER, WHICH MAY OCCUR AT ANY TIME AFTER EITHER THE FIRST ACCEPTANCE OF AN INSTALLATION OR A FIRST PRESSURE TEST ACCEPTANCE, WHICHEVER OCCURS FIRST. EITHER VERBAL JOBSITE APPROVAL OR SIGNATURES ON KOPPL PIPELINE SERVICES, INC'S FIELD WORK DOCUMENTS CONSTITUTE ACCEPTANCE.

**MISCELLANEOUS**

(1). ALL DOCUMENTATION SUBJECT TO CORRECTION OF STENOGRAPHIC ERRORS. (2). A FIELD REPRESENTATIVE MAY ASSIST YOU, HOWEVER THAT REPRESENTATIVE HAS NO AUTHORITY TO BIND KOPPL PIPELINE SERVICES, INC IN ANY MODIFICATION OF THIS AGREEMENT. KOPPL PIPELINE SERVICES, INC SHALL NOT BE HELD RESPONSIBLE FOR ANY INSTRUCTIONS OR TECHNICAL ADVICE IN CONNECTION WITH THE DESIGN AND/OR USE OF MATERIAL HEREUNDER. (3). KOPPL PIPELINE SERVICES, INC MAY REFER TO AND USE VARIOUS GENERALLY ACCEPTED CODES AND FORMULAS FOR DESIGNS. THIS IN NO WAY INDICATES OUR APPROVAL OR AGREEMENT TO SUCH CODES OR FORMULAS. CITING ANY CODE, FORMULA, OR STANDARD IN NO WAY IMPLIES SUITABILITY OR USABILITY OF ANY PRODUCT FOR ANY SPECIFIC APPLICATION. (4). THIS AGREEMENT SHALL BE BINDING UPON AND INURE TO THE BENEFIT OF THE RESPECTIVE HEIRS, EXECUTORS, ADMINISTRATORS,

RECEIVERS, LEGAL REPRESENTATIVES, SUCCESSORS AND ASSIGNS OF THE PARTIES HERETO. (5). ALL CHANGES IN THE THIS AGREEMENT/ORDER MUST BE IN WRITING, SHOWING THE ORIGINAL ORDER NUMBER AND THE CHANGE ORDER NUMBER. ALL COSTS FOR THE CHANGES IN THE ORDER WILL BE AT YOUR EXPENSE, SUBJECT TO THE TERMS AND CONDITIONS HEREIN. (6). INVOICING TO YOU FROM KOPPL PIPELINE SERVICES, INC WILL OCCUR AS SOON AS POSSIBLE AFTER THE DATE OF SHIPMENT OF OUR PRODUCT TO YOUR SITE OR REPRESENTATIVE, OR THE DATE OF ACCEPTANCE BY YOUR REPRESENTATIVE, WHICHEVER IS EARLIER, AND PAYMENT SHALL BE DUE PER THE TERMS OF OUR QUOTATION (BUT NOT LONGER THAN 30 DAYS AFTER DATE OF INVOICE) REGARDLESS WHETHER OR NOT ACTUAL SHIPMENT HAS BEEN MADE, UNLESS SUCH LACK OF SHIPMENT IS THE FAULT OF KOPPL PIPELINE SERVICES, INC'S FAILURE TO ALLOW SUCH SHIPMENT OR TO FOLLOW OUR STANDARD SHIPPING PROCEDURES. FAILURE OF YOU TO PROVIDE SHIPPING INSTRUCTIONS OR TO AUTHORIZE SHIPPING SHALL NOT BE VALID REASON FOR YOU TO DELAY OR REFUSE PAYMENT. (7). AFTER OUR DATE OF INVOICE, IF WITHIN 30 DAYS WE HAVE NOT RECEIVED AUTHORIZATION OR WORKABLE INSTRUCTIONS TO SHIP, A STORAGE FEE, IN MONTHLY INCREMENTS EQUAL TO 2.75% OF THE INVOICE TOTAL, SHALL BE ASSESSED TO YOU AND PAYABLE BY YOU WITHIN 30 DAYS. FAILURE OF YOU TO PAY THIS STORAGE FEE ON TIME OR STORAGE WHICH LASTS LONGER THAN 12 MONTHS SHALL BE CONSIDERED TO BE ABANDONMENT BY YOU OF THE PRODUCT AND KOPPL PIPELINE SERVICES, INC SHALL BE FREE TO SELL OR OTHERWISE DISPOSE OF THE STORED ITEMS. SUCH ACTIVITY IN NO WAY RELIEVES YOU OF YOUR OBLIGATION TO PAY FOR THE ITEM(S) IN QUESTION UNDER THE TERMS OF THIS AGREEMENT.

**WARNING**

THE USE OR APPLICATION OF ANY KOPPL PIPELINE SERVICES, INC PRODUCT OR MATERIAL SOLD BY KOPPL PIPELINE SERVICES, INC IS STRICTLY AND COMPLETELY AT YOUR OWN RISK. NAMES OF PRODUCTS OR VERBAL OR PRINTED APPLICATION AND USAGE SUGGESTIONS ARE NOT TO BE CONSTRUED OR ASSUMED TO BE SAFE OR WORKABLE IN YOUR SITUATION. READ AND UNDERSTAND ALL SAFETY INSTRUCTION. EXPERIMENT FIRST, AT YOUR OWN RISK AND EXPENSE, BEFORE APPLYING OR USING ANY PRODUCT. MANY PRODUCTS HAVE HAZARDOUS, DANGEROUS OR TOXIC APPLICATION CHARACTERISTICS.



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Phone 323-888-2211 • Fax 323-888-2232 • www.koppl.com

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## Material Estimate

Date: 5-5-16 Quotation #: CL050516  
\*Please reference this quotation number when calling to schedule.  
Customer Name: Long Beach Gas & Oil  
Contact: Aaron Parker Phone: 562-570-2033 FAX:  
Jobsite Location: FOB Long Beach Office#

Koppl Pipeline Services will supply the following:

1 – 14" Mueller Style Line Stop fitting complete.	\$ 37,006.92
1 – 16" Mueller Style Line Stop fitting complete.	\$ 37,477.80
1 – 18" Mueller Style Line Stop fitting complete.	\$ 39,537.74
1 – 20" Mueller Style Line Stop fitting complete.	\$ 40,446.80

Estimate Amount: **See Above** **Includes Routine Delivery**  
**Add 25% for Expedited Delivery**  
\*Includes all taxes and delivery of material unless otherwise noted.

Payment Terms: Net 30 – Pending Credit Approval

### Customer Acknowledgement

Customer has reviewed and agreed upon the above estimate for the materials described herein. Signatures below indicate acknowledgement and acceptance of this estimate, along with its standard terms and conditions.

**Material cost subject to yearly increases not to exceed 15%.**

### Authorized Koppl Representative:

Signature: Charles Lehtonen  
Chuck Lehtonen

Date: May 6, 2016

### Authorized Customer Representative:

Signature: \_\_\_\_\_

Date: \_\_\_\_\_

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PRICE DOES NOT INCLUDE ANY STATE, FEDERAL, OR LOCAL TAXES UNLESS SPECIFICALLY NOTED. TERMS OF PAYMENT ARE STATED ON THE QUOTATION. OUR TERMS OF SALE DO NOT PERMIT OR ALLOW THE WITHHOLDING FROM PAYMENT OF ANY PERCENTAGE OF DOLLAR AMOUNT DUE AND PAYABLE TO KOPPL PIPELINE SERVICES, INC PIPELINE SERVICES, INC BECAUSE THE OWNER OR FINANCING AGENCY WITHHOLDS FUNDS AS RETENTION, OR FOR SOME OTHER REASON, UNTIL SOME FUTURE CONDITION IS FULFILLED. ALL FUNDS RECEIVED BY YOU OR PAYABLE TO YOU FOR SATISFACTION OF THE AMOUNT DUE KOPPL PIPELINE SERVICES, INC PIPELINE SERVICES, INC HEREUNDER SHALL BE HELD AS A TRUST FUND FOR PAYMENT OF YOUR OBLIGATIONS TO KOPPL PIPELINE SERVICES, INC PIPELINE SERVICES, INC AND SHALL NOT BE APPLIED TO OTHER PURPOSES UNTIL YOUR OBLIGATION TO KOPPL PIPELINE SERVICES, INC PIPELINE SERVICES, INC IS SATISFIED. PAYMENT SHALL BE IN UNITED STATES OF AMERICA DOLLARS. NO BACKCHARGES, WITHHOLDING OR DEDUCTS OF ANY KIND ARE ALLOWED. PRICES ARE SUBJECT TO INCREASE TO COMPENSATE FOR ANY INCREASE IN OUR COSTS DUE TO NEW OR INCREASED TAXES OR GOVERNMENTAL REGULATORY MEASURES. PRICES ON THE QUOTATION ARE BASED ON THE QUANTITIES GIVEN. ANY QUANTITY CHANGES OR OTHER ORDER MODIFICATIONS MAY RESULT IN PRICE CHANGES. EXCEPT AS ABOVE NOTED, PRICES ON THE QUOTATION ARE VALID FOR A PERIOD OF THIRTY DAYS AFTER THE DATE OF THE QUOTATION UNLESS A SPECIFIC VARIANCE IS GRANTED ON THE ATTACHED QUOTATION.

**INDEMNITY**

FOLLOWING DELIVERY OR KOPPL PIPELINE SERVICES, INC PIPELINE SERVICES, INC'S INSTALLATION, YOU EXPRESSLY AGREE TO INDEMNIFY AND HOLD KOPPL PIPELINE SERVICES, INC HARMLESS FROM ANY AND ALL LOSS, COST, LIABILITY OR EXPENSE, INCLUDING ATTORNEY'S FEES RELATING TO OR IN CONNECTION WITH ANY PROCEEDING, CAUSE FOR ACTION, OR ANY DAMAGE TO PERSONS OR PROPERTY INVOLVING THE USE, APPLICATION, TRANSPORTATION, STORAGE, DISPOSAL, OR YOUR'S OR OTHER'S INSTALLATION OF THE ITEMS ON THIS QUOTATION, OR SALES ORDER, OR SHIPMENT.

**FORCE MAJEURE**

KOPPL PIPELINE SERVICES, INC IS NOT RESPONSIBLE OR LIABLE FOR ANY DELAYS OR NONPERFORMANCE IN THE EVENT OF EARTH MOVEMENT, FIRE, FLOOD, EXPLOSION, THE ELEMENTS, OR OTHER CATASTROPHE, ACTS OF GOD, WAR, RIOT, CIVIL DISTURBANCE, STRIKE, LOCKOUT, REFUSAL OF EMPLOYEES TO WORK, LABOR DISPUTES, SHORTAGE, OR INABILITY TO OBTAIN RAW MATERIALS, INCLUDING ENERGY REQUIREMENTS, FAILURE OF CARRIERS TO DELIVER, IN THE EVENT OF ANY LEGISLATIVE, EXECUTIVE OR JUDICIAL ACT OF ANY GOVERNMENTAL AUTHORITY SUBSTANTIALLY AFFECTING KOPPL PIPELINE SERVICES, INC OPERATIONS, IN THE EVENT KOPPL PIPELINE SERVICES, INC SUSPENDS OR DISCONTINUES BUSINESS FOR ANY REASON, OR ANY OTHER REASON BEYOND THE CONTROL OF KOPPL PIPELINE SERVICES, INC.

**LIMITED WARRANTY**

LABOR AND PRODUCTS MANUFACTURED BY KOPPL PIPELINE SERVICES, INC ARE WARRANTED FREE FROM DEFECTS IN MATERIAL AND WORKMANSHIP FOR A PERIOD OF 365 DAYS FROM THE DATE OF SHIPMENT FROM KOPPL PIPELINE SERVICES, INC TO ANY LOCATION (MATERIALS) OR SERVICE. THE WARRANTY ON ITEMS NOT MANUFACTURED BY KOPPL PIPELINE SERVICES, INC OR SUBCONTRACTED SERVICES SHALL NOT EXCEED THE WARRANTY OF OUR SUBCONTRACTOR OR SUPPLIER OR HIS MANUFACTURER. IF DEFECT UNDER THIS WARRANTY APPEARS, KOPPL PIPELINE SERVICES, INC, AT ITS OPTION WILL REWORK OR REPLACE THAT ITEM OR REFUND THE PURCHASE PRICE OF THE DEFECTIVE PORTION, LESS AN ALLOWANCE FOR SERVICES RENDERED BY THE SERVICE OR PRODUCT PRIOR TO THE CLAIM, BUT IN NO EVENT WILL KOPPL PIPELINE SERVICES, INC BE RESPONSIBLE FOR CONSEQUENTIAL OR INCIDENTAL DAMAGES. THIS WARRANTY SHALL NOT APPLY TO ANY PRODUCT OR INSTALLATION WHICH HAS BEEN REPAIRED OR ALTERED BY ANYONE OTHER THAN KOPPL PIPELINE SERVICES, INC, OR WHICH HAS BECOME DEFECTIVE DUE IN TOTAL OR IN PART TO MISUSE, MISHANDLING, NEGLIGENCE OR CASUALTY, OR WHICH HAS BECOME DEFECTIVE IN TOTAL OR IN PART DUE TO NATURAL OR MAN-MADE EXPOSURE DAMAGE (EG., POLLUTION CONTACT DAMAGE) OR ANY SEISMIC OR OTHER MOTIONS OF THE INSTALLATION OR ANY PRESSURE/THERMAL CYCLING OR HAS BEEN OPERATED CONTRARY TO MANUFACTURER'S INSTRUCTIONS. REMEDIES AVAILABLE TO AN OWNER FOR BREACH OF WARRANTY ARE EXPRESSLY LIMITED TO AN ACTION TO RECOVER FOR THE VALUE OF REPAIRS OR REPLACEMENTS DUE HEREUNDER OF OUR PRODUCT ONLY, AND KOPPL PIPELINE SERVICES, INC'S LIABILITY FOR INCIDENTAL OR CONSEQUENTIAL DAMAGES ARE HEREBY EXPRESSLY EXCLUDED TO THE FULL EXTENT PERMITTED BY APPLICABLE LAW. ANY SHORTAGES OR SHIPPING DAMAGE MUST BE REPORTED IN WRITING OR FAX TO KOPPL PIPELINE SERVICES, INC WITHIN THREE BUSINESS DAYS OF YOUR RECEIPT OF SHIPMENT. KOPPL PIPELINE SERVICES, INC MAKES NO WARRANTY THAT THE GOODS SOLD UNDER THIS CONTRACT ARE FIT FOR ANY PARTICULAR PURPOSE. THERE ARE NO WARRANTIES WHICH EXTEND BEYOND THOSE SET FORTH HEREIN.

**OTHER SPECIFIC WARRANTY EXCLUSIONS**

(1). ANY PRODUCT FAILURES OR DAMAGE DUE TO CORROSION. (2). THE FINISH ON THE PRODUCT. (3). IF THE PRODUCT IS NOT INSTALLED BY KOPPL PIPELINE SERVICES, INC, ANY SEAL LEAKAGE OR SEAL FAILURE FOR ANY REASON WHATSOEVER. (4). IF THE PRODUCT IS INSTALLED BY KOPPL PIPELINE SERVICES, INC, ANY SEAL LEAKAGE OR SEAL FAILURE, FOR ANY REASON WHATSOEVER, WHICH MAY OCCUR AT ANY TIME AFTER EITHER THE FIRST ACCEPTANCE OF AN INSTALLATION OR A FIRST PRESSURE TEST ACCEPTANCE, WHICHEVER OCCURS FIRST. EITHER VERBAL JOBSITE APPROVAL OR SIGNATURES ON KOPPL PIPELINE SERVICES, INC'S FIELD WORK DOCUMENTS CONSTITUTE ACCEPTANCE.

**MISCELLANEOUS**

(1). ALL DOCUMENTATION SUBJECT TO CORRECTION OF STENOGRAPHIC ERRORS. (2). A FIELD REPRESENTATIVE MAY ASSIST YOU, HOWEVER THAT REPRESENTATIVE HAS NO AUTHORITY TO BIND KOPPL PIPELINE SERVICES, INC IN ANY MODIFICATION OF THIS AGREEMENT. KOPPL PIPELINE SERVICES, INC SHALL NOT BE HELD RESPONSIBLE FOR ANY INSTRUCTIONS OR TECHNICAL ADVICE IN CONNECTION WITH THE DESIGN AND/OR USE OF MATERIAL HEREUNDER. (3). KOPPL PIPELINE SERVICES, INC MAY REFER TO AND USE VARIOUS GENERALLY ACCEPTED CODES AND FORMULAS FOR DESIGNS. THIS IN NO WAY INDICATES OUR APPROVAL OR AGREEMENT TO SUCH CODES OR FORMULAS. CITING ANY CODE, FORMULA, OR STANDARD IN NO WAY IMPLIES SUITABILITY OR USABILITY OF ANY PRODUCT FOR ANY LBGO Material Estimate.docx

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SPECIFIC APPLICATION. (4). THIS AGREEMENT SHALL BE BINDING UPON AND INURE TO THE BENEFIT OF THE RESPECTIVE HEIRS, EXECUTORS, ADMINISTRATORS, RECEIVERS, LEGAL REPRESENTATIVES, SUCCESSORS AND ASSIGNS OF THE PARTIES HERETO. (5). ALL CHANGES IN THE THIS AGREEMENT/ORDER MUST BE IN WRITING, SHOWING THE ORIGINAL ORDER NUMBER AND THE CHANGE ORDER NUMBER. ALL COSTS FOR THE CHANGES IN THE ORDER WILL BE AT YOUR EXPENSE, SUBJECT TO THE TERMS AND CONDITIONS HEREIN. (6). INVOICING TO YOU FROM KOPPL PIPELINE SERVICES, INC WILL OCCUR AS SOON AS POSSIBLE AFTER THE DATE OF SHIPMENT OF OUR PRODUCT TO YOUR SITE OR REPRESENTATIVE, OR THE DATE OF ACCEPTANCE BY YOUR REPRESENTATIVE, WHICHEVER IS EARLIER, AND PAYMENT SHALL BE DUE PER THE TERMS OF OUR QUOTATION (BUT NOT LONGER THAN 30 DAYS AFTER DATE OF INVOICE) REGARDLESS WHETHER OR NOT ACTUAL SHIPMENT HAS BEEN MADE, UNLESS SUCH LACK OF SHIPMENT IS THE FAULT OF KOPPL PIPELINE SERVICES, INC'S FAILURE TO ALLOW SUCH SHIPMENT OR TO FOLLOW OUR STANDARD SHIPPING PROCEDURES. FAILURE OF YOU TO PROVIDE SHIPPING INSTRUCTIONS OR TO AUTHORIZE SHIPPING SHALL NOT BE VALID REASON FOR YOU TO DELAY OR REFUSE PAYMENT. (7). AFTER OUR DATE OF INVOICE, IF WITHIN 30 DAYS WE HAVE NOT RECEIVED AUTHORIZATION OR WORKABLE INSTRUCTIONS TO SHIP, A STORAGE FEE, IN MONTHLY INCREMENTS EQUAL TO 2.75% OF THE INVOICE TOTAL, SHALL BE ASSESSED TO YOU AND PAYABLE BY YOU WITHIN 30 DAYS. FAILURE OF YOU TO PAY THIS STORAGE FEE ON TIME OR STORAGE WHICH LASTS LONGER THAN 12 MONTHS SHALL BE CONSIDERED TO BE ABANDONMENT BY YOU OF THE PRODUCT AND KOPPL PIPELINE SERVICES, INC SHALL BE FREE TO SELL OR OTHERWISE DISPOSE OF THE STORED ITEMS. SUCH ACTIVITY IN NO WAY RELIEVES YOU OF YOUR OBLIGATION TO PAY FOR THE ITEM(S) IN QUESTION UNDER THE TERMS OF THIS AGREEMENT.

**WARNING**

THE USE OR APPLICATION OF ANY KOPPL PIPELINE SERVICES, INC PRODUCT OR MATERIAL SOLD BY KOPPL PIPELINE SERVICES, INC IS STRICTLY AND COMPLETELY AT YOUR OWN RISK. NAMES OF PRODUCTS OR VERBAL OR PRINTED APPLICATION AND USAGE SUGGESTIONS ARE NOT TO BE CONSTRUED OR ASSUMED TO BE SAFE OR WORKABLE IN YOUR SITUATION. READ AND UNDERSTAND ALL SAFETY INSTRUCTION. EXPERIMENT FIRST, AT YOUR OWN RISK AND EXPENSE, BEFORE APPLYING OR USING ANY PRODUCT. MANY PRODUCTS HAVE HAZARDOUS, DANGEROUS OR TOXIC APPLICATION CHARACTERISTICS.