

BID NUMBER PA-01609

TO: CITY OF LONG BEACH  
CITY MANAGER  
ATTN: CITY CLERK  
333 West Ocean Boulevard, Plaza Level  
Long Beach, California 90802



**INVITATION TO BID**

**METER PARTS**

CONTRACT NO. 31157

**1. COMPLETE CONTRACT:**

This Invitation to Bid, together with THE NOTICE INVITING BIDS, the entire Bid (including Specifications), or any items(s) thereof, the signature page, Instructions to Bidders, General Conditions, Special Conditions, Bid Section, Addendums, and when required, CONTRACTOR'S BOND shall become the Contract upon its acceptance by the City Manager or designee on behalf of the City of Long Beach, Contractor will be provided with a copy of the executed Contract. All materials or services provided by the Contractor shall comply with the City Charter, and all applicable Federal, State and City Laws.

**2. SERVICES TO BE PROVIDED BY THE CONTRACTOR:**

Contractor shall upon acceptance of this Bid by the City, furnish the goods and services herein specified according to the terms and conditions set forth herein.

**3. AMOUNT TO BE PAID:**

The City shall pay Contractor for the goods or services as described in the section entitled "PAYMENT" in the Instructions to Bidders.

**4. CHOICE OF ALTERNATE PROVISIONS; OPTIONS; NOTIFICATION:**

When alternative provisions are requested, or options are offered, Contractor will be notified as to which provision, or option, is being accepted at the same time that he is notified that he is the successful Bidder.

**5. DECLARATION OF NON-COLLUSION:**

The undersigned certifies or declares under penalty of perjury that this Bid is genuine and not sham or collusive, or made in the interest or on behalf of any person or entity not herein named; that the Bidder has not directly or indirectly induced or solicited any other Bidder to submit a sham bid, or any other person or entity to refrain from bidding, and that the Bidder has not in any manner sought by collusion to secure to himself any advantage over other Bidders.

**BIDDER MUST COMPLETE AND SIGN BELOW:**

(Signature of Corporate Officers or persons authorized to sign bids and contracts on behalf of the Contractor – refer to page 2 Instructions Concerning Signatures.)

EXECUTED AT: Madison, OH ON THE 3rd DAY OF April, 20 09.  
CITY STATE MONTH

COMPANY NAME: Elster Perfection TIN: [REDACTED]  
(FEDERAL TAX IDENTIFICATION NUMBER)

STREET ADDRESS: 222 Lake Street CITY: Madison STATE: OH ZIP: 44057

PHONE: 800-544-6344 FAX: 440-466-7351

S/ [Signature] President  
(SIGNATURE) (TITLE)

Roy Sutterfield rsutterfield@perfectioncorp.com  
(PRINT NAME) (EMAIL ADDRESS)

S/ [Signature] Treasurer  
(SIGNATURE) (TITLE)

Tim Stevens tstevens@perfectioncorp.com  
(PRINT NAME) (EMAIL ADDRESS)

ALL SIGNATURES MUST BE NOTARIZED FOR ALL COMPANIES LOCATED OUTSIDE THE STATE OF CALIFORNIA.  
NO OUT-OF-STATE BID WILL BE CONSIDERED UNLESS A NOTARIAL ACKNOWLEDGMENT IS ATTACHED.  
NOTARIES ARE NOT REQUIRED FOR CALIFORNIA BIDDERS.

IN WITNESS WHEREOF the City of Long Beach has caused this contract to be executed as required by law as of the date stated below.

THE CITY OF LONG BEACH  
BY [Signature] 6/10/09  
Director of Financial Management Date

APPROVED AS TO FORM 6-4, 2009.  
ROBERT E. SHANNON  
CITY ATTORNEY  
[Signature] Deputy

**BID NUMBER PA-01609**

The City of Long Beach is committed to provide maximum opportunities for Disadvantaged, Minority, Women and Long Beach Business Enterprises (DBEs, MBEs, WBEs and Local) to compete successfully in supplying our needs for products and services.

**The following information is submitted regarding the Bidder:**

**Legal Form of Bidder:**

Corporation  State of \_\_\_\_\_  
Partnership  State of \_\_\_\_\_  
                  General  Limited   
Joint Venture   
Individual  DBA \_\_\_\_\_  
Limited Liability Company  State of \_\_\_\_\_

**Composition of Ownership (more than 51% of ownership of the organization):** **OPTIONAL**

**Ethnic (Check one):**  
 Black  Asian  Other Non-white  
 Hispanic  American Indian  Caucasian

**Non-ethnic Factors of Ownership (check all that apply):**  
 Male  Yes - Physically Challenged  Under 65  
 Female  No - Physically Challenged  Over 65

Is the firm certified as a Disadvantaged Business:  Yes  No  
Has firm previously been certified as a minority-owned and/or woman-owned business enterprise by any other agency?  
 Yes  No  
Name of certifying agency: \_\_\_\_\_

**INSTRUCTIONS CONCERNING SIGNATURES**

Please use the proper notary form, which applies to your type of organization on all Bid documents, attachments and bonds requiring a signature by officers of your company.

**NOTE: FAILURE TO COMPLY MAY RESULT IN DISQUALIFICATION OF YOUR BID.**

**INDIVIDUAL (Doing Business As)**

- a. The only acceptable signature is the owner of the company. (Only one signature is required.)
- b. The owner's signature must be notarized if the company is located outside of the state of California.

**PARTNERSHIP**

- a. The only acceptable signature(s) is/are that of the general partner or partners.
- b. Signature(s) must be notarized if the partnership is located outside of the state of California.

**CORPORATION**

- a. Two (2) officers of the corporation must sign.
- b. Each signature must be notarized if the corporation is located outside of the state of California.

**OR**

- a. The signature of one officer or the signature of person other than an officer is acceptable if the Bid is accompanied by a certified corporate resolution granting authority to said person to execute contracts on behalf of the corporation.
- b. Signature(s) must be notarized if the corporation is located outside of the state of California.

**LIMITED LIABILITY COMPANY**

- a. The signature on the Bid must be a member or, if the Articles provide for a manager, must be the manager. (Only one signature is required.)
- b. Signature must be notarized if the company is located outside of the state of California.

**THIS INFORMATION IS AVAILABLE IN AN ALTERNATIVE FORMAT BY CONTACTING 562-570-6200.**

**CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT**

State of Ohio

County of Lake

On 4-3-09 Before me, Cynthia C. Frania  
DATE NAME, TITLE OF OFFICER - E.G. "JANE DOE, NOTARY PUBLIC"

Personally appeared Roy Sutterfield and Tim Stevens  
NAME(S) OF SIGNER(S)

personally known to me - OR -  proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

CYNTHIA C. FRANIA  
Notary Public, State of Ohio  
My Commission Expires Nov. 13, 2013  
(Recorded in Lake County)

**WITNESS** my hand and official seal.

Cynthia C. Frania  
SIGNATURE OF NOTARY

**OPTIONAL**

Though the data below is not required by law, it may prove valuable to persons relying on the document and could prevent fraudulent reattachment of this form.

**CAPACITY CLAIMED BY SIGNER**

**DESCRIPTION OF ATTACHED DOCUMENT**

- INDIVIDUAL
- CORPORATE OFFICER
- \_\_\_\_\_ TITLE(S)
- PARTNER(S)       LIMITED
- GENERAL
- ATTORNEY-IN-FACT
- TRUSTEE(S)
- GUARDIAN/CONSERVATOR
- OTHER:

\_\_\_\_\_ TITLE OR TYPE OF DOCUMENT

\_\_\_\_\_ NUMBER OF PAGES

\_\_\_\_\_ DATE OF DOCUMENT

\_\_\_\_\_ SIGNER(S) OTHER THAN NAMED ABOVE

**SIGNER IS REPRESENTING:**  
NAME OF PERSON(S) OR ENTITY(IES):  
\_\_\_\_\_  
\_\_\_\_\_

## INSTRUCTIONS TO BIDDERS

### 1. PREPARATION OF BID:

The preparation of the Bid, including visits to the Site prior to submittal of the Bid, shall be at the expense of Bidder. All prices and notations must be typewritten or written in ink. Any markings in pencil shall not form part of the Bid and shall be disregarded by the City. Any changes or corrections in the Bid must be initialed in ink by the person signing the Bid. Bidder shall state brand name or make of each item bid. If not bidding on item as described, the manufacturer's name and catalog number of the substitute must be given. Bidder shall also attach specifications and furnish other data to establish the suitability of the substitute. Bidder shall quote separately on each item. Bidder shall quote his lowest price and best delivery date as no changes are permitted after the bid opening. Cash discounts offered for payment within fourteen (14) days or less will not be considered when evaluating bids. No telephonic, telegraphic or fax Bids are acceptable.

**NOTE: ALL PAGES OF THE INVITATION TO BID MUST BE RETURNED.**

### 2. EXAMINATION OF BID:

Bidder is responsible for examining the Invitation to Bid and submitting its Bid complete and in conformance with these instructions.

### 3. CONDITIONS OF WORK:

Bidder shall carefully examine the Site to become fully informed regarding all existing and expected conditions and matters, which could affect performance, cost or time of the Work.

### 4. DISCREPANCIES IN BID DOCUMENTS:

If Bidder finds discrepancies in or omissions from the Invitation to Bid, if the intent of the Invitation is not clear, or if provisions of the Specifications restrict Bidder from bidding, he may request in writing that the deficiency(s) be modified. Such request must be received by the City Purchasing Agent at least five (5) working days before bid opening date. Bidders will be notified by Addendum of any approved changes in the Invitation to Bid.

### 5. ORAL STATEMENTS:

The City of Long Beach shall not be bound by oral statements made by any employee or agent concerning this Invitation to Bid. If Bidder requires specific information, Bidder must request it in writing and obtain a reply in writing from the City.

### 6. BRAND NAMES AND SPECIFICATIONS:

The detailed specifications and/or brand names stated are descriptive only and indicate quality, design and construction of items required. **Offers will be considered to supply articles substantially the same as those described herein but with minor variations. Bidders must describe variations in the Bid.** Substitute items must be equal in quality, utility and performance. **The phrase "or approved equal" throughout the specifications means that the City in its sole and absolute discretion shall make the final determination whether or not the substitute items are equal.**

### 7. AWARD:

Bid shall be subject to acceptance by the City for a period of three (3) months unless a lesser period is prescribed in the quotation by Bidder. The City reserves the right to award all items to one Bidder, or to award separate items or groups of items to various Bidders, or to increase or decrease the quantities of any item. Bidder may submit alternate prices or name a lump sum or discount conditional on two or more items being awarded to him.

The City's purchases of goods and services are based on the City's actual needs and requirements. The City is obligated under this contract/purchase order to purchase and pay for only those goods and services that the City needs and requires, and that the City actually orders and receives. Any dollar amount identified as a "not to exceed" amount in any City document is not a guaranteed payment amount to any contractor or service provider. Furthermore, the City may determine that its needs and requirements may be met by City labor or by a second contractor or service provider, even after an award is made to one contractor or service provider. An award is not a promise or guarantee of exclusivity.

Bidders are cautioned that comments and statements, whether oral or written, made by City employees regarding the validity of Bids, the waiver of deviations from Specifications, the possibility or probability of an award being made to a particular Bidder, and other similar matters are NOT binding on the City. Bidders should not order materials, obtain financing or take other actions based on such comments and statements. Only authorization of a Contract by the City Council or issuance of a Purchase Order is conclusive and binding on the City with respect to this Bid and its resulting Contract or Purchase Order. However, prior to authorization by the City Council or issuance of the Purchase Order, Bidders may rely on: (1) approval of an "equal" or "substitute" item which will be issued in writing, and (2) written notice of intent to award by the City Council, which is often issued prior to the authorization by the City Council so that a Bidder can order materials that have a long lead time.

### 8. PAYMENT:

Payment terms are NET/30 unless Bidder otherwise quotes. All Cash Discounts shall be taken and computed from the date of delivery or completion and acceptance of the material, or from date of receipt of invoice, whichever occurs last. Invoices must be submitted as specified at the time of shipping authorization. Partial payments may be made by the City on delivery & acceptance of goods and on receipt of goods and on receipt of Contractor's invoice.

In the event the Contract to be awarded hereunder, including specifications and other documents incorporated therein by reference, provides for the withholding of moneys by the City to ensure performance of such Contract, Contractor may deposit with the City, as a substitute for said withheld moneys, securities listed in Section 16430 of the California Government Code or bank or savings and loan certificates of deposit, or both, equivalent to the amount withheld, provided Contractor requests permission to make such substitution and bears all expenses in connection therewith.

### 9. SAFETY APPROVAL:

Where required by City Regulations, any items delivered must carry Underwriters Laboratories Approval or City of Long Beach City Safety Officer approval. Failure to so comply will be cause to reject Bid. Also, any equipment must conform with the Safety Orders of the California Division of Industrial Safety and OSHA regulations.

### 10. BUSINESS LICENSE:

The Long Beach Municipal Code (LBMC) requires all businesses operating in the City of Long Beach to pay a business license tax. In some cases the City may require a regulatory permit and/or evidence of a State or Federal license. Prior to issuing a business license, certain business types will require the business license application and/or business location to be reviewed by the Development Services, Fire, Health, and/or Police Departments. For more information, go to [www.longbeach.gov/finance/business\\_license](http://www.longbeach.gov/finance/business_license).

**INSTRUCTIONS TO BIDDERS**

**11. PUBLIC WORK AND PREVAILING WAGES:**

In the performance of public work under any Contract, Contractor shall comply with the provisions of Standard Specifications for Public Works Construction, latest edition, and City of Long Beach Amendments thereto. Where labor is required for public work as part of this Contract, Contractor shall pay no less than the prevailing wages set by the Director of the Department of Industrial Relations of the State of California. A copy of the wage schedule can be obtained from the City Engineer.

The Director of Public Works of the City by and on behalf of the City Council has obtained from the Director of the Department of Industrial Relations of the State of California the general prevailing rate of per diem wages and the general prevailing rate of holiday and overtime work in the locality in which the public work is to be performed for each craft, classifications or type of workers needed to execute the Contract, and the same is on file with the City Engineer, 9<sup>th</sup> floor, City Hall, 333 W. Ocean Boulevard, Long Beach, California 90802. It shall be mandatory upon the Contractor to whom the Contract is awarded, and his Subcontractors to pay not less than the said prevailing rate of wages to all workers employed by Contractor or said Subcontractors in the execution of the Contract.

**12. RIGHT TO REJECT:**

The City reserves the right to reject at any time any or all Bids, or parts thereof, and to waive any variances, technicalities and informalities which do not impair the quality, utility, durability or performance of the items.

**13. SAMPLES:**

Samples of items when requested or required must be furnished to the City free of expense to the City and, if not destroyed by tests, will upon request be returned at Bidder's expense.

**14. PRICES:**

Prices shall be in accordance with those extended to other governmental agencies. In case of error in extension of prices, unit price will govern. All prices must be firm for the Contract term unless the City specifically provides for adjustment.

**15. CITY'S POLICY FOR MINORITY AND WOMEN-OWNED BUSINESSES:**

The City of Long Beach is committed to providing maximum opportunities for Disadvantaged, Minority, Women and Long Beach Business Enterprises (DBEs, MBEs, WBEs and Local) to compete successfully in supplying our needs for products and services.

Please visit <http://www.longbeach.gov/purchasing/diversity.asp> for more information on the City's Diversity Outreach Program.

**SUBCONTRACTORS**

To assist the City in maintaining records of its Minority and Women Outreach Program, Bidder is requested to provide the following information. Answers are optional, and failure to answer will not disqualify Bid. If additional space is required, Bidder shall attach a separate sheet.

The following Minority- or Woman-owned subcontractors are to be utilized to provide equipment, material, supplies and/or services for this Contract requirement:

Company Name: \_\_\_\_\_

Address: \_\_\_\_\_

Commodity/Service Provided: \_\_\_\_\_

Circle appropriate designation: MBE WBE

Ethnic Factors of Ownership: (more than 51%)  
 Black ( ) American Indian ( )  
 Hispanic ( ) Other Non-white ( )  
 Asian ( ) Caucasian ( )

Certified by: \_\_\_\_\_  
 Valid thru: \_\_\_\_\_  
 Dollar value of participation: \$ \_\_\_\_\_

**16. BID SUBMITTAL AND WITHDRAWAL OF BIDS:**

Each Bid must be delivered to the location and received on or before the due date and time stated herein. Bids will not be accepted after the date and time stated herein. Bids may be withdrawn without prejudice providing the written request is received by the City Clerk no later than the time set for opening Bids. Withdrawals will be returned to Bidder unopened.

**SUBMIT TO:**  
**CITY OF LONG BEACH**  
**CITY CLERK**  
 333 W OCEAN BLVD/PLAZA LEVEL  
 LONG BEACH CA 90802

**BID DUE DATE:** APRIL 9, 2009  
**TIME:** 11:00 am

IF BIDDER HAS ANY QUESTIONS REGARDING THIS INVITATION TO BID PLEASE CONTACT THE FOLLOWING CITY PERSONNEL.

- A. COMMERCIAL (TERMS AND CONDITIONS, ETC)
- |                      |                     |
|----------------------|---------------------|
| <u>MICHELLE KING</u> | <u>562-570-6020</u> |
| BUYER                | TELEPHONE NUMBER    |
- B. TECHNICAL (SPECIFICATIONS, DRAWINGS, ETC.)
- |                       |                     |
|-----------------------|---------------------|
| <u>ROLAND GARRELS</u> | <u>562-570-2022</u> |
| DEPARTMENT CONTACT    | TELEPHONE NUMBER    |

**17. BID OPENING PROCEDURES:**

All Bids will be publicly opened and read at the date and time specified in Instructions to Bidders, item 15.

It is our policy **not** to release price information on these Bids until the department has reviewed them and award has been approved by the City Council and the City Attorney. At that time, the information becomes public. You are welcome to review the results at that time by calling the buyer that handled that Bid and setting up an appointment. Due to the large volume of Bids received, Bid results will **not** be given out by phone and information will not be faxed.

After the Purchasing Division has analyzed the Bids, the name of the apparent low Bidder will be posted on the Internet for a period of one (1) month, together with the rankings of the top three Bidders. These rankings will not contain price information.

**CAUTION: Only the City Council has authority to make an award, and a contract is not in effect until the City Council makes an award and contract documents (including insurance and bonds) are signed, submitted and approved.**

Bid protest procedures may be obtained from the Buyer. Protests must be submitted within seven (7) calendar days after the date of the Bid opening.

**INSTRUCTIONS TO BIDDERS**

**18. INTER-AGENCY PARTICIPATION:**

IF OTHER AGENCIES EXPRESS AN INTEREST IN PARTICIPATING IN THIS BID, WOULD YOU SUPPLY THE SAME ITEMS.

YES   X   NO       

(If yes, any agency electing to participate in this Bid will order its own requirements without regard to the City of Long Beach. The City of Long Beach assumes no liability or payment guarantee on any units sold to participating agencies.)

**19. AMERICANS WITH DISABILITIES ACT:**

Contractor shall have and be allocated the sole responsibility to comply with the Americans with Disabilities Act of 1990 ("ADA") with respect to performance hereunder and contractor shall defend, indemnify and hold the City, its officials and employees harmless from and against any and all claims of failure to comply with or violation of the ADA as said claim relates to this Contract.

## **CONTRACT – GENERAL CONDITIONS**

1. Acceptance of the offer contained in this Contract is expressly limited to the terms and conditions of such offer as herein stated.
2. No charges for taxes, transportation, boxing, packaging, crating or returnable containers will be allowed and paid by the City unless separately stated hereon. All sales, use, excise or similar taxes to be paid by the City must be itemized separately hereon and on invoices. The City is exempt from payment of Federal Excise Tax under Certificate No. 95-73 0502K and none shall be charged to the City.
3. The City's obligation to pay the sum herein stated for any one fiscal year shall be contingent upon the City Council of the City appropriating the necessary funds for such payment by the City in each fiscal year during the term of this Contract. For the purposes of this section a fiscal year commences on October 1 of the year and continues through September 30 of the following year. In the event that the City Council of the City fails to appropriate the necessary funds for any fiscal year, then, and in that event, the Contract will terminate at no additional cost or obligation to the City.
4. Contractor shall deliver the materials, equipment, supplies or services, or cause the work to be performed, within the time and in the manner specified in the Contract. Times and dates stated herein are of the essence. If at any time Contractor has reason to believe that deliveries will not be made as scheduled, written notice setting forth the cause of the anticipated delay shall be given immediately to the City. Deliveries must be prepaid. C.O.D. shipments will not be accepted.
5. The City reserves the right at any time to make changes in drawings and specifications, in methods of shipment and packaging and in place of delivery as to any articles covered by this Contract. In such event there will be made an equitable adjustment in price and time of performance mutually satisfactory to Contractor and the City; but any claim by Contractor for such an adjustment must be made within thirty (30) days of such change.
6. Contractor warrants that the goods, machinery or equipment delivered or the work performed hereunder shall conform to the specifications, drawings, samples or other description specified by the City and shall be fit and sufficient for the purpose intended, merchantable, of good material and workmanship, in good working order and free from defect or faulty workmanship for a period of ninety (90) days. When defective goods, machinery, or equipment or faulty workmanship is discovered which requires repair or replacement pursuant to this warranty, Contractor shall provide all labor, materials, parts and equipment to correct such defect at no expense to the City.
7. Contractor shall defend, indemnify and hold the City, its officials and employees harmless from any and all loss, damage, liability, demands, claims, causes of action, costs and expenses (including reasonable attorney' fees) for injuries to persons (including death) or damage or destruction of property connected with or arising from the negligent acts or omissions of Contractor, its officers, agents and employees in the performance of this Contract.
8. The City reserves the right to terminate this Contract at any time in whole or in part even though Contractor is not in default hereunder. In such event there will be made an equitable adjustment of the terms that is mutually satisfactory to the City and Contractor. Upon receipt of any notice of such termination, Contractor shall, unless such notice otherwise directs, immediately discontinue all work on the Contract and deliver, if and as directed, to the City all completed and partially completed articles, work in process and materials purchased or acquired for performance of the Contract. The provisions of this section shall not limit or affect the right of the City to terminate this Contract immediately upon written notice of breach.
9. The City reserves the right to cancel this Contract or any part thereof and reject delivery of goods if delivery is not undertaken and completed when specified and in accordance with specifications. Contractor shall be charged for any direct losses, but not any consequential damages, sustained by the City by reason of such delay or failure, excepting losses caused by a delay for reasons beyond Contractor's reasonable control. Direct losses shall include any costs to the city in excess of the Contract price of obtaining goods from other sources similar to those cancelled or rejected hereunder.
10. The City shall pay to Contractor the price(s) specified in the Contract on delivery of the materials, equipment, supplies or services and acceptance thereof by the City Manager or his designee, or upon completion of the work to be performed and accepted thereof, as specified in the Contract. Defective articles or articles not in accordance with the City's specifications shall be held for Contractor's instructions at Contractor's risk, and if Contractor so directs will be returned at Contractor's expense.
11. No return or exchange of material, equipment or supplies shall be permitted without written approval of the City Purchasing Agent.
12. All royalties for patents, or charges for the use of patents, which may be involved in any article to be furnished under this Contract shall be included in the Contract price.
13. In cases where a price subject to escalation has been agreed upon, the price escalation shall be shown as a separate item on the invoice. Unless an escalator clause has been shown as a specific part of this Contract Contractor shall not be entitled to reimbursement for costs incurred due to escalation.

14. All materials, supplies and equipment provided under this Contract shall be in full compliance with the Safety Orders and Regulations of the Division of Industrial Safety of the State of California, Title 8, California Code of Regulations (CAL/OSHA) and all applicable OSHA regulations as well as all other applicable California Code of Regulations. Contractor shall indemnify and hold the City, its officials, and employees harmless for, of and from any and all loss, including but not limited to fines, penalties and corrective measures, the City may sustain by reason of Contractor's failure to comply with said laws, rules and regulations in connection with the performance of this Contract.
15. Contractor shall keep confidential and not disclose to others or use in any way to the detriment of the City confidential business or technical information that the City may disclose in conjunction with this Contract or Contractor may learn as a result of performing this Contract.
16. This Contract shall not be assigned in whole or in part, nor any duties delegated without the City's prior written approval.
17. The remedies herein reserved shall be cumulative and additional to any other remedies at law or in equity. The waiver of any breach of this Contract shall not be held to be a waiver of any other or subsequent breach. The City's failure to object to provisions contained in any communication from Contractor shall not be deemed an acceptance of such provisions or a waiver of the provisions of this Contract.
18. This Contract shall not be amended or modified, except by written agreement signed by the parties and expressly referring to this Contract.
19. Contractor shall indemnify, hold harmless and defend the City, its officials and employees from any damage, claim, loss, cost, liability, cause of action or expense, including reasonable attorney's fees, whether or not reduced to judgment, arising from any infringement or claimed infringement of any patent, trademark or copyright, or misappropriation of confidential information or trade secrets of any third party and based on the manufacture, sale or use of goods, machinery or equipment supplied hereunder.
20. Contractor shall furnish further itemization and breakdown of the Contract price when requested by the City.
21. Contractor, in the performance of any work or the furnishing of any labor under this Contract, shall be considered as an independent contractor. Contractor, his agents and employees shall not be considered as employees of the City.
22. Contractor and subcontractor(s) shall not discriminate against any person in the performance of this Contract and shall comply with applicable federal, state and city equal employment opportunity laws, ordinances, rules and regulations. Contractor and subcontractor(s) shall not discriminate against any employee or applicant for employment or against any subcontractor on the basis of race, color, religion, national origin, sex, sexual orientation, AIDS, HIV status, age, disability, or handicap, subject to federal and state laws, rules and regulations.
23. Contractor shall comply with all applicable federal, state and local laws pertaining to the subject matter hereof.
24. Contractor shall submit samples of all documents that Contractor may require the City to execute to complete this transaction. By accepting these samples as part of the bid or by awarding the Contract to a Contractor who has submitted said samples, the City does not agree to the terms stated in said samples. This Invitation to Bid and Contractor's bid shall take priority over said samples and this Invitation and Contractor's bid shall become the Contract between the City and the Contractor.
25. All quantities stated herein are only ESTIMATES. The City reserves the right to increase or decrease these estimated quantities based on its actual needs and funds available.
26. The City reserves the right to exercise, at its option, an increase in expenditures by ten (10) percent annually, but the City does not guarantee such an increase.
27. Contractor shall cooperate with the City in all matters relating to taxation and the collection of taxes, particularly with respect to the self-accrual of use tax. Contractor shall cooperate as follows: (i) for all leases and purchases of materials, equipment, supplies or other tangible personal property totaling over \$100,000 shipped from outside California, a qualified Contractor shall complete and submit to the appropriate governmental entity the form in Appendix "A" attached hereto; and (ii) for construction contracts and subcontracts totaling \$5,000,000 or more, Contractor shall obtain a sub-permit from the California Board of Equalization for the Work site. "Qualified"

means that the Contractor purchased at least \$500,000 in tangible personal property that was subject to sales or use tax in the previous calendar year.

In completing the form and obtaining the permit(s), Contractor shall use the address of the Work site as its business address and may use any address for its mailing address. Copies of the form and permit(s) shall also be delivered to the Purchasing Agent. The form must be submitted and the permit(s) obtained as soon as Contractor receives a notice of award. Contractor shall not order any materials or equipment over \$100,000 from vendors outside California until the form is submitted and the permit(s) obtained and, if Contractor does so, it shall be a material breach of the Agreement. In addition, Contractor shall make all purchases from its Long Beach sales office and the Long Beach sales office of its vendors if those vendors have a Long Beach office and all purchases made by Contractor under this Agreement which are subject to use tax of \$500,000 or more shall be allocated to the City of Long Beach. Contractor shall require the same form and permit(s) from its subcontractors.

Contractor shall not be entitled to and by signing this Contract waives any claim or damages for delay against City if Contractor does not timely submit these forms to the appropriate governmental entity. Contractor may contact Rosie Bouquin at 562-570-7079 for assistance with the form.

28. The California Integrated Waste Management Act (Public Resources Code, Sec. 40000 et seq.) requires governmental entities to achieve fifty (50) percent diversion of waste. In conjunction with the City's Integrated Resources Bureau, the City is currently developing an Environmentally Preferable Product (EPP) procurement plan. These guidelines enable the City Purchasing Agent to greatly expand procurement programs by moving beyond a singular consideration of "recycled-content". EPP procurement facilitates the purchase of products that qualify within a broad range of "environmentally preferable" criteria, such as: minimal packaging; energy savings; non-toxic; manufactured from sustainably-harvested materials. Contractor shall monitor products that fall within the EPP guidelines and document all criteria that qualifies the product as an EPP. Documentation from the manufacturer will be acceptable and may be required during the term of the Contract.

29. NOTICE TO BIDDERS REGARDING THE PUBLIC RECORDS ACT:  
Responses to this Invitation to Bid become the exclusive property of the City of Long Beach. All Bids submitted in response to this Invitation to Bid are a matter of public record and shall be regarded as public records. Exceptions will be only those elements in each Bid that are defined by the Bidder as business or trade secrets and are marked as "Trade Secrets", "Confidential" or "Proprietary".

The City shall not be liable or responsible in any way for disclosure of any records not marked as "Trade Secrets", "Confidential" or "Proprietary". The City shall not be liable or responsible in any way for disclosure of any records so marked if disclosure is deemed to be required by law or by a court order.

30. THE FOLLOWING ADDITIONAL CONDITIONS APPLY ONLY IN CASES WHERE CONTRACTOR IS TO PERFORM WORK ON CITY PROPERTY:

- A. If at any time during the progress of the Work, Contractor shall allow any indebtedness to accrue for labor, equipment or materials, or which may become a claim against the City, Contractor shall immediately upon request from the City pay such claim or indebtedness or cause such lien to be dissolved and discharged by giving a bond or otherwise and, in case of his failure so to do, the City may withhold any money due Contractor until such claim or indebtedness is paid or may apply such money toward the discharge thereof; or in such event the City may, at its option, declare this Contract to be terminated, take possession and control of the Work, and complete the same or cause the same to be completed according to the specifications. Contractor shall pay to the City the difference between the Contract price and the actual cost to the City in completing or causing the Work to be completed.
- B. Contractor shall carry on the Work at its own risk until the same is fully completed and accepted and shall, in case of any accident, destruction or injury to the Work or materials before its final completion and acceptance, repair or replace the Work or materials so injured, damaged and destroyed, at his own expense and to the satisfaction of the City. When materials and equipment are furnished by others for installation or erection by Contractor, Contractor shall receive, unload, store and handle same at the Site and become responsible therefor as though such materials and equipment were being furnished by Contractor under the Contract.
- C. Contractor shall procure and maintain at Contractor's expense for the duration of the Contract the following insurance against claims for injuries to persons or damage to property which may arise from or in connection

with the performance of the Contract by Contractor, its agents, representatives, employees or subcontractors:

- (1) **Comprehensive General Liability:** \$1,000,000 combined single limit for each occurrence or \$2,000,000 General Aggregate for bodily injury, personal injury and property damage, including products and completed operations coverage.

The City, its officials, employees and agents shall be named as additional insureds as respects: liability arising out of activities performed by or on behalf of Contractor; products and completed operations of Contractor; and premises owned, leased or used by Contractor.

- (2) **Automobile Liability:** \$500,000 combined single limit per accident for bodily injury and property damage covering owned, non-owned and hired vehicles.

- (3) **Workers' Compensation** as required by the California Labor Code and Employers Liability limits of \$1,000,000 per accident.

Any self-insurance program and self-insured retention must be separately approved in writing by the City.

Each insurance policy shall be endorsed to state that coverage shall not be cancelled by either party or reduced in coverage except after thirty (30) days prior written notice to the City.

Contractor shall maintain at its expense, until completion of performance and acceptance by City, from an insurer:

- a. Admitted (licensed) in the State of California with a current financial responsibility rating of A (Excellent) or better and a current financial size category (FSC) of V (capital surplus and conditional surplus funds of greater than \$10 million) or greater rating as reported by A.M. Best Company or equivalent, unless waived in writing by City's Risk Manager, or
- b. Non-admitted in the State of California with a current financial responsibility rating of A (Excellent) or better and a current financial size category (FSC) of VIII (capital surplus and conditional surplus funds of greater than \$100 million) or greater rating as reported by A.M. Best Company or equivalent, unless waived in writing by City's Risk Manager.

All coverages for Subcontractors shall be subject to the requirements stated herein and shall be maintained at no expense to the City.

Contractor shall furnish the City with certificates of insurance and original endorsements providing coverage as required above. The certificates and endorsements for each insurance policy are to be signed by a person authorized by that insurer to bind coverage on its behalf.

Before any of Contractor's or Subcontractor's employees shall do any Work on the City's property, Contractor shall furnish the City with the required certificates evidencing that such insurance is being maintained. Such certificates shall specify the date when such insurance expires. Such insurance shall be maintained until after the Work under the Contract has been completed and accepted.

Such insurance as required herein or in any other documents to be considered a part hereof shall not be deemed to limit Contractor's liability under this Contract.

- D. Contractor shall defend, indemnify and hold harmless the City, its officials and employees from and against any and all liability for claims for bodily injury and property damage arising out of negligent acts, omissions or errors of any employee of Contractor at the Site.
- E. Contractor shall list the name and location of the place of business of each Subcontractor who will perform work, labor or services for Contractor, or who specially fabricates and installs a portion of the Work or improvement in an amount in excess of one-half of one percent of Contractor's total contract cost. The Subcontractor list shall be submitted with Contractor's Bid.

## **METER PARTS**

For furnishing and delivering R. W. Lyall Company, Inc. and/or Elster Perfection Corporation, or an approved equal manufactures of meter manifolds and anodeless meter riser assemblies and pipe fittings.

### **CONTRACT PERIOD:**

Twelve months after date of award or after the expiration of the current contract, whichever is the earlier. This Contract may be extended by mutual agreement for up to two additional periods of one year each in accordance with terms and conditions stated herein.

It is agreed that if the Contract is extended, the City shall so notify the Contractor 90 days prior to the expiration date. Contractor shall be required to submit any price increases to the City Purchasing Agent for approval at least 60 days prior to expiration of the Contract. Said notice shall show item number, price, contract number and purchase order number. The City reserves the right to accept or reject any price increases and to cancel the renewal notice if price increases are not acceptable.

### **PARTS DELIVERY SCHEDULE:**

#### **DELIVERY REQUIREMENTS**

All deliveries shall be made F.O.B. to destinations specified by the City.

Deliveries shall be made within thirty-six (36) hours after receipt of verbal, faxed, written or electronic order from the City.

For infrequent special order parts and accessories not normally obtainable within (36) hours in the Los Angeles area, notification of estimated time of arrival must be given to City as soon as possible.

Back ordered stock parts must be delivered within ten (10) working days after date of receipt of initial order unless other arrangements are made.

**A packing slip that includes unit and extended pricing shall accompany all deliveries. In the event the item delivered is drop shipped from the manufacturer or another location, an invoice will be delivered personally or electronically within 24 hours after the drop ship with the City's Blanket Purchase Order and stockroom's tracking number on the invoice.**

### **BLANKET PURCHASE ORDER(BPO)/AUTHORIZED PERSONNEL**

A Blanket Purchase Order (BPO) will be sent to the Contractor by the City Purchasing Agent. City personnel authorized to make releases against the BPO will be indicated on the BPO. Shipment shall be made against the BPO release number. Releases shall be allowed only if the appropriate BPO number is indicated on the BPO release (Purchase Order) issued by the Department placing the order.

### **PAYMENT REQUIREMENTS**

Contractor shall submit upon delivery or pick-up of each order an invoice describing each item purchased. Cost of each item shall be indicated as per unit of measurement less the discount offered in the Bid Section items. The City's Blanket Purchase Order and stockroom tracking number must be placed on all invoices.

### **INVOICE**

Contractor shall submit an original plus two copies of the Invoice, on Contractor's business form. It shall list the Contractor's individual invoice number City of Long Beach purchase order number and cost for each item, along with a total invoice price.

### **PRICE AGREEMENT CONDITIONS**

Prices charged to the City shall be based on percentage discounts from Manufacturer's Price Lists. Percentage discounts shall remain firm for the duration of the Contract, but the Manufacturer's Price Lists may be subject to fluctuation in accordance with changes issued by the Manufacturer. Price Lists, which are submitted with bid, must be in effect at time of bid opening and shall not be subject to change for a period of 90 days after bid opening.

If the prices on the Price Lists are raised, the City reserves the right to accept such raises or to cancel such items from the Contract. Contractor shall immediately notify the City of such price increase, and shall immediately give to the City the benefit of any decline in prices on the Manufacturer's effective date of such decline. Changes in price shall be effective on the date the notice of change is received by the City Purchasing Division, or at a later date designated by the Contractor. Increases in Price Lists shall not be retroactive.

Specifications and conditions in this bid shall supersede any conflicting conditions in Price Lists.

Three copies of new or revised Price Lists shall be sent immediately to the City of Long Beach Purchasing Division, 333 West Ocean Blvd., Long Beach, California 90802.

Price Lists shall show supplier's name along with the City Contract or Purchase Order number.

**ADEQUATE STOCK**

Contractor shall be required to maintain adequate stock for timely deliveries, for emergency and fill-in orders, as needed by the City. Contractor must have authorization from manufacturer to distribute items.

**ON-LINE CATALOGS:**

Does your company currently have on-line ordering: Yes \_\_\_\_\_ No X

If the answer is no, does your company plan to have on-line ordering within the next 12 months: Yes \_\_\_\_\_ No X

Does your company provide catalogs needed to assist ordering process: Yes X No \_\_\_\_\_

If yes, what charge if any will the city incur for needed catalogs. \$ 0.00

If your company currently provides for on-line ordering, Bidder shall provide with the bid as a separate attachment any information pertaining to the Bidder's on-line catalog and Internet ordering (including the web address, email address, and/or direct connect application software if applicable).

**PURCHASING CARD:**

Will you allow authorized City personnel to use the City of Long Beach purchasing card in lieu of blanket purchase order (BPO) releases (purchase orders) if the City determines it to be more feasible? Yes X No \_\_\_\_\_

**BASIS OF AWARD:**

**The City reserves the right to award Contracts to more than one Contractor.**

## **SPECIFICATIONS FOR METER PARTS**

### **METER MANIFOLDS – 1½ INCH**

The Contractor shall fabricate and deliver gas meter manifolds of the specified size as manufactured by R. W. Lyall and Company, Inc., Elster Perfection Corporation, or an approved equal, as described below:

The Contractor shall provide individual gas meter manifold assemblies consisting of a 21 foot long by 1½ inch diameter IPS meter manifold header pipe with eighteen ¾ inch diameter by 3½ inch long nipple outlets welded to the header pipe. Each manifold assembly furnished under this subdivision shall be fabricated using Schedule 40 steel pipe manufactured according to the requirements of ASTM Specification A-53, Type E or S, Grade B. This requirement for domestic material shall apply to the manifold header pipe, outlet nipple pipes, and the weld rods used to join the outlet nipples to the header pipe. The Contractor shall provide written documentation for such pipe showing location, date, and name of manufacturer.

The 18-meter outlets described above shall be spaced 14 inch on centers and the 2 end outlets shall be located exactly 7 inches from the ends of the header. The outlet nipples shall be welded to the header pipe such that each outlet nipple is perpendicular to the longitudinal axis of the header pipe when the manifold assembly is viewed from either side. The outlet nipples shall also be plumb relative to the vertical centerline of the header pipe when the assembly is viewed from either end. The tolerance for the alignment of the outlet nipples shall be 1/16<sup>th</sup> of an inch and + or – 2 degree angularity both measured relative to the vertical centerline of the header pipe.

The opening from the header pipe into the outlet nipple shall be either drilled or cut on a milling machine and shall have the same diameter as the inside diameter of the outlet nipple minus 1/32<sup>nd</sup> of an inch for drill bit clearance. Flame cut openings is absolutely forbidden under these specifications. The opening shall be cut through the wall of the header pipe completely and as cleanly as is practical, using currently accepted machining practices, shall be concentric to the center point of the outlet and shall be cleaned of all burrs. The meter manifolds shall be cleaned completely free of metal shavings from the drilling operation at the time of delivery to the Gas & Oil Department.

Assemblies, which show, upon visual inspection, obvious defects based on the above requirements shall either be repaired to meet these specifications or rejected and replacements fabricated at no additional cost to the Gas & Oil Department.

After the outlet nipples have been welded to the manifold header pipes, any assembly, which upon visual inspection shows warping or other distortion, shall be straightened using either hot or cold bending methods generally accepted within industry for pipe bending operations. Such repair operations shall return the header pipe to an unwarped condition and shall not leave wrinkles, dents, scratches, oval sections, flattening, cracking, or any other damage or defect in the header piping, the welds, or

the outlet nipples. Any such damage or warping or distortions in the meter manifold assemblies provided under this specification shall be grounds for rejection and replacement with new assemblies at no cost to the Gas & Oil Department.

Each meter outlet shall have a Mueller 3/4 inch "Lube-o-seal" meter valve, Part No. 11175, a A.Y. McDonald 3/4" high pressure lubricated lock wing plug valve, Catalog No. 560G, or an approved equal valve attached to it. The meter stop valves shall be installed with 60 ft. lbs. minimum not to exceed 100 ft. lbs. torque as applied by a calibrated torque wrench. Each meter stop valve on all meter manifolds shall come equipped with an "L" lock device or locking "ears" to facilitate the locking of the meter stop when in the closed position.

Each meter manifold assembly (including the meter stops in the closed position) shall be pressure tested to 100 psig for a period not less than 1 minute. Any meter manifold assembly that cannot hold the specified pressure for the specified length of time shall be rejected unless the failure can be traced directly to the meter stop valves. If the failure occurs in one or more of the stop valves, the defective stop valve(s) may be replaced with new, unused valve(s) and the test may be performed until the manifold assembly meets the test criteria. Any manifold assembly that fails the specified pressure test due to a failure in the header pipe, outlet nipples, the welds between the outlets and the header pipe, or in any pipe thread shall be unconditionally rejected and a new assembly shall be fabricated to replace the defective unit. Manifold assemblies rejected due to pipe defects shall not be repaired or reused. Replacement of defective manifold assemblies shall not incur added cost to the Gas & Oil Department.

The Contractor shall provide written documentation for each meter manifold, which states that each assembly has been tested as specified above and that the specified criteria have been satisfied.

Each meter manifold assembly shall be coated with an ASA gray, sprayed, epoxy based coating suitable for exterior conditions.

The coating shall completely cover the exposed surfaces of the pipe and outlet nipples, including the welds, but excluding any pipe threads and the meter stop valves. There shall be no exposed areas, missed spots, or areas in which the coating is thinner than on the surrounding surfaces. The coating shall be smooth and of a uniform thickness of 10 mils minimum with no runs, drips, bubbles, scratches, spatters, or any other defects. The coating shall be applied to a smooth, clean surface free of burrs, splinters, scale, rust, grease, oil, dust, dirt, or any other surface defects. Methods used to clean the pipe prior to coating shall not reduce the wall thickness of the pipe nor conflict chemically with the coating or with coating adhesion. Areas of coating showing defect after drying shall be removed, the pipe shall be cleaned and restored to a smooth condition, and the coating shall be reapplied in accordance with the above criteria at no additional cost to the LBGO Department.

The Contractor shall provide protective caps to cover the ends of the manifold header pipes and any exposed pipe threads on the assembly.

Care shall be taken during shipment and delivery to prevent damage to both the piping assemblies and the pipe coating.

### **METER MANIFOLDS – 2 INCH**

Fabricate and deliver gas meter manifolds of the specified size as manufactured by R. W. Lyall and Company, Inc., Perfection Corporation, or an approved equal, as described below.

The Contractor shall provide individual gas meter manifold assemblies consisting of a 21 foot by 2-inch IPS meter manifold header pipe with eighteen 3/4-inch diameters by 3 1/2-inch long nipple outlets welded to the header pipe. The remaining specification details as to material, fabrication, hardware, fittings, configuration, coating, and delivery of the 2-inch meter manifold assemblies shall be the same as those given in the METER MANIFOLDS-1 1/2 INCH section of this Specification.

### **ANODELESS PRE-BENT METER RISERS – 3/4 INCH BY 3/4 INCH**

The 3/4- inch by 3/4- inch anodeless bent meter risers manufactured by R. W. Lyall and Company, Inc. or Perfection Corporation as Part No. 79200101, or an LBGO approved equal as described below:

Each meter riser assembly furnished under this section shall consist of a 3/4 inch by 3/4 inch IPS, anodeless pre-bent meter riser, with an 18-inch vertical riser, and 18-inch long horizontal leg. All service riser assemblies shall include a gas meter valve. Service risers shall have an IPS, SDR 11, PE tail end and capable for socket fusion onto a PE service line, have a threaded A-53, Schedule 40 steel pipe end, FBE or equivalent coating on exposed steel parts and not require cathodic protection (anodeless). Only riser assemblies manufactured by R. W. Lyall & Co. and Perfection Corp. are approved for use in LBGO's system. The gas meter valve shall be Lube-O-Seal, or equal with prior approval from LBGO Project Engineer. A protective cap shall be provided to cover the end of the plastic pipe and a plug shall be provided in the valve outlet to protect the threads. Care shall be taken during shipment, delivery and installation to prevent damage to both the piping assemblies and the pipe coating.

### **ANODELESS STRAIGHT METER RISERS – 3/4 INCH BY 3/4 INCH**

The 3/4- inch by 3/4- inch anodeless straight meter risers manufactured by R. W. Lyall and Company, Inc. as Lyco Part No. CLNGB060060A, or Perfection Corporation as Part No.79279, or an LBGO approved equal as described below:

Each meter riser assembly furnished under this subdivision shall consist of a 3/4 inch by 3/4 inch IPS, SDR-11, anodeless, straight, meter riser, 72 inches long overall including

a 12 inch PE2406, TR-418 polyethylene plastic pigtail end. Each assembly shall include a Mueller Co. 3/4-inch "Lube-O-Seal" meter valve with lock "ears", Part No. H-11175, an A.Y. McDonald 3/4" high pressure lubricated lock wing plug valve, Catalog No. 560G, or an LBGO approved equal valve. The meter stop valve shall be threaded onto the meter riser with an applied torque of 60 ft. lbs. minimum not to exceed 100 ft. lbs. as measured by a calibrated torque wrench. The upper plastic portion of the riser assembly shall be protected by a steel casing 1.315" diameter x 0.075" wall tubing per ASTM A 513 Type 1 steel of domestic manufacture is preferred. Gas carrying welds shall be 100 percent leak tested at 100 psig for a minimum of 15 seconds. The steel casings shall be coated with an epoxy based gray coating. The coating shall be a minimum of 10 mils thick, be uniform and smooth in texture, and not show any signs of runs, drips, scratches, spatters, bubbles, holidays, or any other defects. Coatings shall be applied to a clean, smooth surface and defective coatings shall be repaired in a manner similar to the provisions of" METER MANIFOLDS-1 ½ inch" of this specification.

R.W. Lyall and Company Inc. anodeless risers shall be coated with the R. W. Lyall LycroPro-Finish. The LycroPro-Finish shall be applied to the top of the riser covering the nipple, casing weld and approximately 1/2 inch of the casing itself. The meter stop valve shall be installed prior to applying the LycroPro-Finish for additional protection at the thread intersection with the valve. This paragraph requirement does not apply to the Perfection Corporation product.

The Contractor shall take proper precautions to ensure that the riser assemblies furnished under this section are delivered in an undamaged condition, with the assemblies and their coatings intact.

#### **ANODELESS BENT RISERS – 1 INCH BY 1 INCH**

1-inch by 1-inch anodeless, pre-bent meter risers manufactured by R. W. Lyall and Company, Inc., Perfection Corporation, as Lyco Part No. CLNG070070A, Perfection Corporation Part No.79405 or an LBGO approved equal as described below:

Each meter riser assembly furnished under this section shall consist of a 1 inch by 1 inch IPS, anodeless bent meter riser, with a 30-inch vertical riser, and a 30-inch long horizontal leg with an 8-inch PE2406, TR-418, SDR11 polyethylene plastic pigtail end. Each assembly shall include a Mueller Co. 1 inch "Lube-O-Seal" meter valve with lock "ears", Part No. H-11175, an A. Y. McDonald 1" high pressure lubricated lock wing plug valve, Catalog No. 560B, or an approved equal valve. The protective casing shall be 1.625 diameters x .075 wall thickness mechanical tubing per ASTM A-513, Grade MT-1010. Tubing of domestic manufacture is preferred. The meter stop valve shall be threaded onto the meter riser with an applied torque of 60 ft. lbs. minimum not to exceed 160 ft. lbs.

The remaining specification details for meter riser assemblies furnished under this section shall be the same as for "ANODELESS STRAIGHT METER RISERS- ¾ inch by

¾ inch” of this specification as to materials, fabrication, hardware, fittings, configuration, coating, and delivery.

### **ANODELESS PREBENT METER RISERS – 1¼ INCH BY 1¼ INCH**

1 1/4-inch by 1 1/4- inch anodeless bent meter risers manufactured by R. W. Lyall and Company Inc. as Lyco Part No. CLNGB080080A, Perfection Corporation Part No. 79731 or a Long Beach Gas & Oil Department approved equal as described below.

Each meter riser assembly furnished under this subdivision shall consist of a 1¼- inch by 1¼-inch IPS, anodeless bent meter riser, with a 34 inch vertical riser and a 34 inch long horizontal leg with an 8 inch PE 2406, TR-418, SDR 10 polyethylene plastic pigtail end. Each assembly shall include a Mueller Company 1-1/4 inch lube-o-seal meter valve with lock ears Part No. H-11175, an A.Y. McDonald 1-1/4 inch high pressure lubricated lock wing plug valve, Catalog No. 560B or an approved equal valve. The protective casing shall be 2.0 inch in diameter x .095 wall thickness mechanical tubing per ASTM A513, grade MT-1010. Tubing of domestic manufacture is preferred. The meter stop valve shall be threaded onto the meter riser with an applied torque of 80 ft. lbs. minimum not to exceed 240 ft. lbs.

The remaining specification details for meter riser assemblies furnished under this section shall be the same as for "ANODELESS STRAIGHT METER RISERS- ¾ inch by ¾ inch” of this specification as to materials, fabrication, hardware, fittings, configuration, coating and delivery.

### **ANODELESS PREBENT METER RISERS – 2 INCH BY 2 INCH**

2-inch by 2-inch anodeless bent meter risers manufactured by R. W. Lyall and Company, Inc. as Lyco Part No. CLNGB200200A, Perfection Corporation Part No.79879, or a Long Beach Gas & Oil Department approved equal as described below.

Each meter riser assembly furnished under this subdivision shall consist of a 2 inch by 2 inch IPS, anodeless bent meter riser, with a 36 inch vertical riser and a 30 inch long horizontal leg with a 12 inch PE 2406, TR-418, SDR-11 polyethylene plastic pigtail end with a socket fusion coupling. Each assembly shall include a Mueller Company 2 inch lube-o-seal meter valve with lock ears Part No. H-11175, a A.Y. not to exceed 100 ft. lbs., McDonald 2 inch high pressure lubricated lock wing plug valve Catalog No. 560B or an approved equal valve. The protective casing shall be 3 inch NPS Sch. 10, ASTM A53, Type E or S, Grade B. Pipe or domestic manufacture is preferred. The meter stop valve shall be threaded onto the meter riser with an applied torque of 100 ft. lbs. minimum not to exceed 250 ft. lbs.

The remaining specification details for meter riser assemblies furnished under this section shall be the same as for "ANODELESS STRAIGHT METER RISERS- ¾ inch by

¾ inch" of this specification as to materials, fabrication, hardware, fittings, configuration, coating and delivery.

### **3/4 INCH BY 3/4 INCH TRANSITION FITTINGS**

Steel to polyethylene transition fitting, Lyco Part No. LT060S060Y-AT, as manufactured by R. W. Lyall and Company, Inc., Perfection Corporation Part No. 700900, or an LBGO approved equal.

### **1 INCH BY 1 INCH TRANSITION FITTINGS**

Steel to polyethylene transition coupling fittings, Lyco Part No. LT070S070Y-AT, as manufactured by R. W. Lyall and Company, Inc., Perfection Corporation Part No. 701300, or an LBGO approved equal.

### **1¼ INCH BY 1¼ INCH TRANSITION FITTINGS**

Steel to polyethylene transition fittings, Lyco Part No. LT080S80X-AT, as manufactured by R. W. Lyall and Company, Inc., Perfection Corporation Part No. 702304, or an LBGO approved equal.

## **2 INCH BY 2 INCH TRANSITION FITTINGS**

Steel to polyethylene transition coupling fittings, Lyco Part No. LT200S200Y-AT, transition fittings as manufactured by R. W. Lyall and Company, Inc., Perfection Corporation Part No. 702702, or an LBGO approved equal.

### **SUMMARY OF BID ITEMS FOR PARTS**

BIDS ARE REQUIRED USING PERCENTAGE OF INCREASE FROM MANUFACTURERS COST TO CONTRACTOR FROM PUBLISHED MANUFACTURER'S PRICE LISTS. THE CITY REQUESTS THAT BIDS QUOTED USE ONLY MANUFACTURERS PRICE LIST. IN THE EVENT THAT OTHER PRICE LISTS ARE BEING REFERENCED, THEY SHALL BE INDICATED HEREIN. **BIDDER SHALL FURNISH PRICE LISTS WITH BID. FAILURE TO INCLUDE PRICE LIST MAY BE CAUSE FOR REJECTION OF BID.**

***NOTE: Price lists from unsuccessful bidders will be available for pick-up after award has been made. Bidder will be contacted and requested to pick-up price lists within seven (7) days.***

DELIVERY: \_\_\_\_\_ Hours after receipt of order. (If time shown is more than **four (4)** hours after receipt of order, the bid may be rejected unless other arrangements are made.

PICK-UPS AND WILL-CALLS: \_\_\_\_\_ Hours after receipt of order. (If time shown is more than **one (1)** hour after receipt of order, the bid may be rejected).

Elster Perfection is a manufacturer, so the above does not apply. Please refer to our cover letter for lead time information.

**BID SECTION-LONG BEACH GAS AND OIL DEPARTMENT**

ITEM	CITY OF LONG BEACH PART NUMBER	DESCRIPTION	ESTIMATED ANNUAL USAGE	UNIT OF MEASURES	UNIT BID PRICE
<b>GRP: 658-80-15 HEADER MANIFOLD PIPE</b>					
1	6588015402	PIPE, HEADER MANIFOLD, 2 X 21 FT. (PERFECTION NO. 34145)	2	EA	776.77
2	6588015403	PIPE, HEADER MANIFOLD, 2 X 21 FT. (PERFECTION NO. 34145)	2	EA	752.88
3	6588015406	PIPE, HEADER MANIFOLD, 1-1/2 INCH X 21 FT. (PERFECTION NO. 34156)	AS RQD	EA	746.50
4	6588015410	PIPE, HEADER MANIFOLD, 1-1/2 INCH X 21 FT. (PERFECTION NO. 34155)	AS RQD	EA	721.65
5	6588015411	PIPE, HEADER MANIFOLD, 1-1/2 INCH X 21 FT. (PERFECTION NO. 34156)	AS RQD	EA	698.20
<b>GRP: 659-30-06 ANODELESS METER RISER</b>					
6	6593006812	RISER, METER, ANODELESS, 3/4 INCH. (RISER, METER, ANODELESS, 3/4 IPS X 3/4 IPS, STRAIGHT, 58-1/2, SDR-11, LYCOPRO-FINISH) (PERFECTION NO. 79279)	200		32.25
7	6593006813	RISER, METER, ANODELESS, 3/4 INCH. (RISER, METER, ANODELESS, 3/4 IPS X 3/4 IPS, STRAIGHT, 58-1/2, SDR-11, LYCOPRO-FINISH) (PERFECTION NO. 79279)	630	EA	33.25
8	6593006822	RISER, METER, ANODELESS, 1 INCH. (RISER, METER, ANODELESS, 1 IPS X 1 IPS, PREBENT, SDR-11, LYCOPRO-FINISH) (PERFECTION NO. 79279)	60	EA	40.57
9	6593006823	RISER, METER, ANODELESS, 1-1/4 INCH. (RISER, METER, ANODELESS, 1-1/4 IPS X 1-1/4 IPS, PREBENT, 34 X 34, SDR-11, LYCOPRO-FINISH) (PERFECTION NO. 79731)	50	EA	58.99
10	6593006825	RISER, METER, ANODELESS, 2 INCH. (RISER, METER, ANODELESS, 2 IPS X 2 IPS, PREBENT, 38 X 13, SDR-11, LYCOPRO-FINISH) (PERFECTION NO. 79731)	10	EA	113.91
<b>GRP: 659-30-08 STUB FLEX METER RISER</b>					
11	6593008813	RISER, STUB FLEX, 3/4 INCH. (RISER, STUB FLEX, 3/4 IPS X 20 X 3/4 IPS, SDR-11.0, XMD W/GAS VALVE) (PERFECTION NO. 77525010)	12	EA	44.75
12	6593008814	RISER, STUB FLEX, 1 INCH. (RISER, STUB FLEX, 1 IPS X 20 X 1 IPS, SDR-11.0, XMD W/GAS VALVE) (PERFECTION NO. 77525010)	10	EA	59.78
13	6593008815	RISER, STUB FLEX, 1-1/4 INCH. (RISER, STUB FLEX, 1-1/4 IPS X 20 X 1-1/4 IPS, SDR-11.0, XMD W/GAS VALVE) (PERFECTION NO. 77525010) s/b PN#77525030	10	EA	91.39
<b>GRP: 659-33-44 PE DOUBLE END (PERMASERT) COUPLINGS</b>					
14	6593344244	COUPLING, DOUBLE END, PERMASERT, 1 INCH. PE2406, 1 IPS, SDR 11.0. 9 (PERFECTION NO. 50600)	15	EA	10.22
15	6593344245	COUPLING, DOUBLE END, PERMASERT, 1 INCH. PE2406, 1 IPS, SDR 11.0. 9 (PERFECTION NO. 50600) s/b PN#50601	15	EA	10.22
16	6593344246	COUPLING, DOUBLE END, PERMASERT, 1 INCH. PE2406, 1 IPS, SDR 11.0. 9 (PERFECTION NO. 50600)	15	EA	10.22
17	6593344247	COUPLING, DOUBLE END, PERMASERT, 2 INCH. PE2406, 2 IPS, SDR 11.0 (PERFECTION NO. 50300) s/b PN#50314	5	EA	28.09
<b>GRP: 659-33-51 PE TO STEEL TRANSITION FITTINGS</b>					
23	6593351365	TRANSITION FITTING, 3/4 INCH. PE2406. 12 LG TO SCH 40 STEEL X 12 LG, IPS, SDR-11, BEVELLED END. (LYCO NO LT0605060Y-AT)(PERFECTION NO. 700902)	500	EA	8.45

24	6593351366	TRANSITION FITTING, 1 INCH PE2406. 12 LG TO SCH 40 STEEL X 12 LG, IPS, SDR-11, BEVELLED END. (LYCO NO LT0808080X-AT)(PERFECTION NO. 701302)	30	EA	10.95
25	6593351367	TRANSITION FITTING, 1-1/4 INCH. PE2406. 12 LG TO SCH 40 STEEL X 12 LG, IPS, SDR-11, BEVELLED END. (LYCO NO LT0808080X-AT)(PERFECTION NO. 702304)	30	EA	14.25
26	6593351368	TRANSITION FITTING, 2 INCH. PE2406. 18 LG TO SCH 40 STEEL X 18 LG, IPS, SDR-11, BEVELLED END. (LYCO NO LT200000Y-AT)(PERFECTION NO. 702702)	30	EA	19.75
27	6593351369	TRANSITION FITTING, 3 INCH. PE2406. 18 LG TO SCH 40 STEEL X 18 LG, IPS, SDR-11, BEVELLED END. (LYCO NO XXXXXXXXXXXX-AT)(PERFECTION NO. XXXXXX) s/b PN#702902	AS RQD	EA	62.67
28	6593351370	TRANSITION FITTING, 4 INCH. PE2406. 18 LG TO SCH 40 STEEL X 18 LG, IPS, SDR-11, BEVELLED END. (LYCO NO 400000Y-AT)(PERFECTION NO. 703002)	AS RQD	EA	66.67
29	6593351375	TRANSITION FITTING, 6 INCH. PE2406. 18 LG TO SCH 40 STEEL X 18 LG, IPS, SDR-11, BEVELLED END. (LT600S600Y-AT)(PERFECTION NO. 704100)	AS RQD	EA	181.07

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ITEM	CITY OF LONG BEACH PART NUMBER	DESCRIPTION	ESTIMATED ANNUAL USAGE	UNIT OF MEASURES	UNIT BID PRICE
ITEM	PART NUMBER	DESCRIPTION	ESTIMATED ANNUAL USAGE	UNIT OF MEASURES	UNIT BID PRICE
	GRP: 670-14-05	R275, ROCKWELL METER PARTS			
1	6701405134	PLUG, ROCKSEAL, (ROCKWELL NO 001-63-056-05) (FOR LEXAN INDEX BOX-670-14-05-133)	4000	EA	
2	6701405135	SEAL CUP, HANDHOLE PLATE. (ROCKWELL NO. 0018605700000) (FOR LEXAN INDEX BOX-670-14-05-133)	700	EA	
3	6701405136	SEAL SPACER, HANDHOLE PLATE. (ROCKWELL NO. 0018605300000) (FOR LEXAN IND	600	EA	
4	6701405143	INDEX C.R., 2 FT,-1/2 FT, TEST HAND, PLASTIC, R200, R275 & R315. (OLD ROCKWELL NO 001-63-538-05) (NEW ROCKWELL NO 001-63-539-05)	25	EA	
5	6701405152	COVER, INDEX, TAMPER PROOF, LEXAN, WITH SILICON GASKET, R150-R415. (CAROLINA MOLDING NO R-103-12)	200	EA	
	GRP: 670-14-08	ROCKWELL R415 METER			
6	6701408161	INDEX, C.R., 2 FT,-1/2 FT TEST HAND, R415. 18 TEETH, STANDARD PLASTIC. (ROCKWELL NO. 001-41-538-05)	30	EA	
	GRP: 670-14-10	LANCASTER 175-250 METER			
7	6701410165	INDEX, 1/2' 2' 4-CIRCLE, WITH MOUNTING BRACKET. (LANCASTER 175-250 METERS. (NATIONAL NO. 400-11001-01)	265	EA	
8	6701410167	COVER, INDEX, LEXAN. LANCASTER 175-250 METERS. (NATIONAL NO.42-10010-01)	500	EA	
9	6701410168	GASKET, INDEX COVER. LANCASTER 175-250 METERS. (NATIONAL NO. 34-10012-01)	200	EA	
10	6701410169	SCREW, INDEX COVER, LANCASTER 175-250 METERS. (10-24 X 7/16, SLOTTED HEX HD SCREW) (NATIONAL NO. 54-10007-01)	300	EA	
11	6701410170	COVER, INDEX, LEXAN, WITH SILICON GASKET AND TAMPER PROOF PLUGS, LANCASTER 175-250 METERS. (PRIOR NO. 11-10-135-5AP)	500	EA	
	GRP: 670-14-13	SPRAGUE 1A, 175, 240 METER			
12	6701413205	BOX, INDEX (W/GASKET), 4 CIRCLE, PLASTIC, BLUE UV, A1, 175 & 240. (SPRAGUE NO. 017251)(REPLACES NO 017250)	130	EA	

13	6701413220	INDEX, 1/2 FT-2 FT, 4-CIRCLE, WHITE, PLASTIC, SPRAGUE 175, 250 & 400. (SPRAGUE NO 017287)	100	EA
14	6701413223	NUT CONNECTION, GALVANIZED, SPRAGUE 1A THRU 250) (SPRAGUE NO. 013403) (FLAGG NO. 7360-008)(CENTRAL NO. 0170017)	7500	EA
15	6701413241	SWIVEL, FEMALE, GALVANIZED, INSULATED, 3/4 INCH. (SPRAGUE 1A THRU 250) (SPRAGUE NO. 013205) (FLAGG NO 7371-021) (CENTRAL NO 0120004)	700	EA
16	6701413243	WASHER BLIND, CONNECTION NUT, STEEL PLATED, 1A THRU 250. (SPRAGUE NO. 015648)	2300	EA
17	6701413244	WASHER, NUT CONNNECTION, SYNTHETIC, SPRAGUE 1A THRU 250. (SPRAGUE NO. 015650) (CENTRAL NO. 012RG1010000)	15000	EA

ITEM	PART NUMBER	DESCRIPTION	ESTIMATED ANNUAL USAGE	UNIT OF MEASURES	UNIT BID PRICE
	GRP: 670-14-14	SPRAGUE 175-400 METER			
18	6701414247	BOX INDEX 4 CIRCLE, PLASTIC, 175 THRU 400. (SPRAGUE NO. 015612)	300	EA	
19	6701414264	STUD DRIVE, LONG BADGE, 175 THRU 1000. (SPRAGUE NO. 010662)	600	EA	
	GRP: 670-14-17	SPRAGUE 305 METER			
20	6701417277	WASHER CONNECTION, NUT, SYNTHETIC, SPRAGUE 305. (SPRAGUE NO. 025650)	400	EA	
	GRP: 670-14-18	SPRAGUE 400 METER			
21	6701418298	NUT, CONNECTION, GALVANIZED, SPRAGUE 400, 675. (SPRAGUE NO 033403) SWIVEL) (CENTRAL NO. 0125N1151000)	300	EA	
22	6701418302	SWIVEL MALE, INSULATED, 1-1/2, SPRAGUE 400, 675. (SPRAGUE NO, 033234)(CENTRAL NO. 012331501302)	300	EA	
23	6701418304	WASHER, CONNECTION NUT, SYNTHETIC, SPRAGUE 400 & 675. (SPRAGUE NO. 035650) (CENTRAL NO. 012RG1150000)	800	EA	
24	6701418307	SWIVEL FEMALE, INSULATED, 1-1/2, SPRAGUE 400, 675. (SPRAGUE NO, xxxxxx) (SGS NO. #3#4 FEMALE FPT SWIVEL, INS, GALV)	250	EA	

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April 3, 2009

Michelle King  
Buyer  
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[www.elster-perfection.com](http://www.elster-perfection.com)

**SUBJECT: INVITATION TO BID: METER PARTS**

Dear Michelle:

Elster Perfection is pleased to provide the following documents in response to your RFQ. Please refer to the attached document for pricing. Terms and conditions are indicated below.

**Validity**

Prices provided for this RFQ are firm for acceptance for 90 days.

**Pricing**

The term of this agreement will be one (1) year. In the event of significant raw material or transportation price increases, Elster Perfection reserves the right to petition for relief or termination of this quotation. Such adjustments will address raw material and transportation cost increases only.

**Extension**

Contract duration may be extended upon written agreement by both parties.

**Cancellation**

Either party may cancel this agreement upon (60) days written notice. In the event of cancellation prior to the completion of the full contract duration (including any extensions), purchaser agrees to purchase any and all component or finished goods inventories that have been acquired or manufactured to supply the purchaser's material requirements

**Terms of Sale**

Net 30 Days

**Freight Conditions**

Freight is F.O.B. destination, Prepaid and Allowed to the designated City of Long Beach facility. Please note that Fuel surcharges may be applied.

**Review**

This agreement will be reviewed annually, sixty (60) days prior to the renewal date.

**Delivery**

Estimated lead time will be 6-12 weeks after receipt of order.

**Returns**

No returns will be accepted without written authorization and are subject to a 35% re-stocking charge. Only product purchased within the past six (6) months from date of order will be considered for return. Product must be in its original carton, in re-saleable condition, and to the most recent manufacturing revision of the product.

**Insurance:**

Certification of liability insurance is available upon request.

We look forward to continuing a strong relationship with City of Long Beach. Please feel free to contact me if you have any questions or require additional information.

Sincerely,



Chris Lipps,

Regional Sales Manager  
Elster Perfection

cc: SK, HN

q/quotesystem/03-09-00221.doc