

CONTRACT

36464

THIS CONTRACT is made and entered, as of December 5, 2022, for reference purposes only, pursuant to Resolution No. RES-22-0190, adopted by the City Council of the City of Long Beach at its meeting on November 15, 2022, by and between METER, VALVE & CONTROL, INC., a California corporation ("Contractor"), with a place of business at 1499 Sunnybrook Road, Alamo, California 94507, and the CITY OF LONG BEACH ("City"), a municipal corporation.

WHEREAS, the City requires gas meters and related services and parts; and

WHEREAS, City did by Resolution No. RES-22-0190 determine that the City's need to purchase gas meters and related services and parts could only be met by Contractor and, by reason of the foregoing, no useful purpose would be served by advertising for bids to purchase such gas meters and related services and parts, and to do so would constitute an idle and useless act and an unnecessary expenditure of public funds;

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

1. Contractor shall sell, furnish, and deliver to City gas meters and related services and parts attached hereto as Exhibit "A" and incorporated herein by reference, as authorized by Resolution No. RES-22-0190.

2. City shall pay Contractor in due course of payments, following receipt of an invoice from Contractor and upon acceptance from City, for gas meters and related services and parts, the prices shown in Exhibit "A", a sum not to exceed Three Hundred Thousand Dollars (\$300,000) annually for a period of one (1) year, with the option to renew for four (4) additional one-year periods.

3. The term of this Contract shall commence on November 15, 2022, and shall terminate at midnight on November 14, 2023, unless sooner terminated as provided herein. The City may terminate this Contract by giving thirty (30) days prior notice of

1 termination to Contractor.

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

4 5. Any notices required hereunder or desired to be given by either party
5 shall be in writing and personally delivered or deposited in the U.S. Postal Service, first
6 class postage prepaid, addressed to Contractor at the address stated herein, and to City
7 at 411 West Ocean Boulevard, Long Beach, California 90802 Attn: City Manager. Notice
8 shall be deemed given on the date personal delivery is made or on the date of deposit in
9 the mail, whichever first occurs.

10 6. City shall have the benefit of any warranty from the manufacturer on
11 the gas meters and related services and parts, and Contractor warrants that the gas meters
12 and related services and parts are in good working order and free from defect at the time
13 of delivery.

14 7. Contractor shall not, except for moneys due and payable hereunder,
15 assign its rights or delegate its duties hereunder, or any interest herein, or any portion
16 hereof, without the prior written approval of City. Any attempted assignment or delegation
17 shall be void, and any assignee or delegate shall acquire no right or interest by reason of
18 such attempted assignment or delegation. Furthermore, Contractor shall not subcontract
19 any portion of the performance required hereunder without the prior written approval of
20 City.

21 8. Miscellaneous.

22 A. In connection with performance of this Agreement and federal
23 laws, rules and regulations, Contractor shall not discriminate in employment or in
24 the performance of this Agreement on the basis of race, religion, national origin,
25 color, age, sex, sexual orientation, gender identity, AIDS, HIV status, handicap, or
26 disability.

27 B. This Agreement was created as a joint effort of both parties and
28 neither it nor any part of it shall be construed against one party as the drafter.

1 C. This Agreement, including Exhibits, shall not be amended, nor
2 any provision or breach hereof waived except in a writing signed by the parties which
3 expressly refers to this Agreement.

4 D. This Agreement shall be governed by and construed pursuant
5 to the laws of the State of California (except those provisions of California law
6 pertaining to conflicts of laws). Any action involving this Agreement shall be brought
7 in the Los Angeles County Superior Court, Long Beach Judicial District.

8 E. This Agreement, including Exhibits, constitutes the entire
9 understanding between the parties and supersedes all other agreements, oral or
10 written, or preprinted terms and conditions of the Purchase Order to the extent they
11 are inconsistent with this Agreement, with respect to the subject matter herein.

12 F. In the event of any conflict or ambiguity between this
13 Agreement and any Exhibit, the provisions of this Agreement shall govern.

14 G. If there is any legal proceeding between the parties to enforce
15 or interpret this Agreement or to protect or establish any rights or remedies
16 hereunder, the prevailing party shall be entitled to its costs and expenses, including
17 reasonable attorney's fees.

18 H. The acceptance of any services or the payment of any money
19 by City shall not operate as a waiver of any provision of this Agreement, or of any
20 right to damages or indemnity stated herein. The waiver of any breach of this
21 Agreement shall not constitute a waiver of any other or subsequent breach of this
22 Agreement.

23 I. Termination of this Agreement shall not affect rights or liabilities
24 of the parties which accrued prior to termination and shall not extinguish any
25 warranties.

26 J. Contractor shall not use the name of City, its officials or
27 employees in any advertising or solicitation for business nor as a reference without
28 the prior written approval of City's City Manager.

1 K. This Agreement is intended by the parties to benefit themselves
2 only and is not in any way intended or designed to or entered for the purpose of
3 creating any benefit or right for any person or entity of any kind that is not a party to
4 this Agreement.

5 L. In performing hereunder, Contractor is and shall act as an
6 independent contractor and neither Contractor nor its employees, agents, suppliers,
7 or subcontractors shall act as or be deemed employees, representatives, or agents
8 of City.

9 M. Contractor shall comply with all applicable federal, state, and
10 local laws and regulations during performance hereunder.

11 N. The terms and conditions of this Agreement are severable. If
12 any term or condition is held invalid, void, or unenforceable, the remaining terms
13 and conditions shall be given effect.

14 O. The division of provisions hereof into sections and the captions
15 on those sections is for convenience only and shall not be considered in construing
16 this Agreement.

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

3 METER, VALVE & CONTROL, INC., a
4 California corporation

5 December 12, 2022

By Chris Hennich
6 Name Chris Hennich
7 Title Technical Sales Manager

8 December 12, 2022

By Karen Hennich
9 Name Karen Hennich
10 Title President

11 "Contractor"

12 CITY OF LONG BEACH, a municipal
13 corporation

14 December 22, 2022

By Linda J. Ikum
15 City Manager

16 "City"

17 This Contract is approved as to form on December 19, 2022.

18 EXECUTED PURSUANT
19 TO SECTION 301 OF
20 THE CITY CHARTER.

21 CHARLES PARKIN, City Attorney

22 By [Signature]
23 Deputy

EXHIBIT “A”

PRICING



Meter, Valve & Control
1499 SUNNYBROOK RD
ALAMO, CA 94507

Quote

Date	Quote #
11/30/2022	SO-005812

Name / Address
CITY OF LONG BEACH 2400 EAST SPRING ST LONG BEACH CA 90806 United States

Ship to
CITY OF LONG BEACH ENERGY RESOURCES DEPARTMENT 2400 EAST SPRING ST LONG BEACH CA 90806 United States

Reference	Payment Terms	FOB	Lead Time
ANNUAL PROPOSAL FOR GAS REGULATORS	NET 30	FACTORY	SEE COMMENTS

Item	Description	Qty	Cost	Comment	Amount
RD-B42R-3/4-LB-R20572	GAS REGULATOR, B42R, PER CITY OF LONG BEACH STANDARDS, WITH 3/8 ORIFICE, 3/4X3/4 VALVE BODY, WITH CONFIGURATION 5, AND 3/4 VENT, WITH BROWN SPRING AT 7" WC SET POINT BASED UPON 7 PSIG INLET AT 50 SCFH	300	31.36	6-8 WEEKS	9,408.00
RD-B42R-3/4-LB-R18822	GAS REGULATOR, B42R, PER CITY OF LONG BEACH STANDARDS; WITH 3/16 ORIFICE, 3/4X3/4 VALVE BODY, WITH CONFIGURATION 5 STYLE, WITH 3/4 VENT, BROWN SPRING WITH 7" WC SET POINT BASED UPON 40 PSIG INLET AT 50 SCFH	300	31.36	6-8 WEEKS	9,408.00

Prices are firm for 30 days, subject to change without notice after 30 days. Returns are subject to a 30% restocking charge and must be in good condition and in original packaging for MV&C evaluation.	Subtotal	18,816.00
	Tax	1,928.64
	Total	20,744.64

Phone #	Fax #	Sales Representative	Website
877-566-3837	(925) 407-2903	CHRIS HENRICH	www.mvandc.com

Quote Memo: SPECIAL CONTRACT TERMS - VALID 1/1/23 THROUGH 12/31/23 PRICE SUBJECT TO CHANGE WITH PRIOR NOTICE PRICING VALID FOR QTY 300+
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Meter, Valve & Control

1499 SUNNYBROOK RD
ALAMO, CA 94507

Quote

Date	Quote #
11/30/2022	SO-005814

Name / Address
CITY OF LONG BEACH 2400 EAST SPRING ST LONG BEACH CA 90806 United States 562-570-2106 Eric.Sherman@longbeach.gov

Ship to
CITY OF LONG BEACH ERIC SHERMAN 2400 EAST SPRING ST LONG BEACH CA 90806 United States

Reference	Payment Terms	FOB	Lead Time
ANNUAL PROPOSAL (2023) FOR GAS FILTER PRODUCTS	NET 30	FACTORY	TYP IN STOCK

Item	Description	Qty	Cost	Comment	Amount
F-I0750-3/4	IMAC I0750 3/4" I-FILTER, DUCTILE IRON BODY, 5 MICRON FILTER ELEMENT	1	86.00		86.00
F-I1000-1	IMAC I1000 1" I-FILTER, DUCTILE IRON BODY, 5 MICRON FILTER ELEMENT	1	100.33		100.33
F-I1250-1.25	IMAC I1250 1.25" I-FILTER, DUCTILE IRON BODY, 5 MICRON FILTER ELEMENT	1	280.00		280.00
F-I1500-1.5	IMAC I1500 1.5" I-FILTER, DUCTILE IRON BODY, 5 MICRON FILTER ELEMENT	1	315.00		315.00
F-I2000-2	IMAC I2000 2" I-FILTER, DUCTILE IRON BODY, 5 MICRON FILTER ELEMENT	1	370.65		370.65
ELE-I0750	5 MICRON REPLACEMENT ELEMENT FOR IMAC I0750 3/4" I- FILTER	1	37.45		37.45
ELE-I1000	5 MICRON REPLACEMENT ELEMENT FOR IMAC I1000 1" I- FILTER	1	67.90		67.90
ELE-I1250-I1500	5 MICRON REPLACEMENT ELEMENT FOR IMAC I1250-I1500 I-FILTER	1	67.90		67.90
ELE-I2000	5 MICRON REPLACEMENT ELEMENT FOR IMAC I2000 2" I- FILTER	1	94.85		94.85
F-701-P0025	REPLACEMENT GASKET FOR IMAC I0750 3/4" I-FILTER	1	6.33		6.33
F-701-P0005	REPLACEMENT GASKET FOR IMAC I1000 1" I-FILTER	1	6.91		6.91
F-701-P0018	REPLACEMENT GASKET FOR IMAC I1250 AND I1500 I- FILTER	1	7.61		7.61
F-701-P0012	REPLACEMENT GASKET FOR IMAC I2000 2" I-FILTER	1	10.58		10.58

Prices are firm for 30 days, subject to change without notice after 30 days. Returns are subject to a 30% restocking charge and must be in good condition and in original packaging for MV&C evaluation.	Subtotal	1,451.51
	Tax	148.80
	Total	1,600.31

Phone #	Fax #	Sales Representative	Website
877-566-3837	(925) 407-2903	CHRIS HENRICH	www.mvandc.com

Quote Memo: SPECIAL CONTRACT TERMS - VALID 1/1/23 THROUGH 12/31/23 PRICE SUBJECT TO CHANGE WITH PRIOR NOTICE
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