

Council Meeting of  
July 22, 2008

Honorable Mayor and Members  
of the Torrance City Council  
City Hall  
Torrance, California

Members of the Council:

**SUBJECT: Public Works – Approve a Contract Services Agreement for performing large meter testing and removal and installation of unitized measuring elements (UME’s). Expenditure: \$61,390**

**RECOMMENDATION**

Recommendation of the Public Works Director that the City Council:

1. Accept the proposal submitted by Measurement Control Systems, Inc. for performing large meter testing and removal and installation of unitized measuring elements (UME’s), and award a Contract Services Agreement to this firm in the amount of \$61,390.
2. Reject all other proposals.

Funding:

Funding is available in the Water Enterprise Operating budget.

**BACKGROUND AND ANALYSIS**

There are approximately 330 large meters in the City’s water system. To maximize meter accuracy, all large meters are tested and repaired on a one to three year cycle. The frequency of testing depends on several factors including usage, age of the meter, application type of unit and other variables.

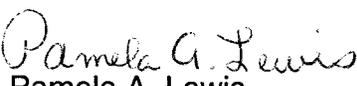
Due to the specialized nature of large meter testing and repair work, this service is contracted out to a vendor with specific expertise in this field. The scope of work calls for complete testing of 109 large meters per year and removal and installation of unitized measuring units on an as needed basis. On June 26, 2008, the City mailed proposals to four vendors and the City received two proposals as follows:

- |                               |             |
|-------------------------------|-------------|
| • Construction Bidboard       | No Response |
| • Measurement Control Systems | \$61,390    |
| • NALCO Company               | No Response |
| • Wheeler Meter Maintenance   | \$77,230    |

It is recommended that Council accept the proposal submitted by Measurement Control Systems, Inc. for performing large meter testing and removal and installation of unitized measuring elements (UME's), and award a Contract Services Agreement to this firm in the amount of \$61,390. Funding for implementation of this program is available in the Water Enterprise Operating budget.

Respectfully submitted

ROBERT J BESTE  
Public Works Director

  
By: Pamela A. Lewis  
Senior Administrative Analyst

CONCUR:

  
Jack van der Linden  
Deputy Public Works Director

  
Robert J. Beste  
Public Works Director

  
LeRoy J. Jackson  
City Manager

Attachment: A. Agreement with Measurement Control Systems, Inc.

## CONTRACT SERVICES AGREEMENT

This CONTRACT SERVICES AGREEMENT ("Agreement") is made and entered into as of July 22, 2008 (the "Effective Date"), by and between the CITY OF TORRANCE, a municipal corporation ("CITY"), and Measurement Control Systems, Inc., a corporation ("CONTRACTOR").

### RECITALS:

- A. CITY wishes to retain the services of an experienced and qualified CONTRACTOR to perform large meter testing and removal and installation of unitized measuring elements (UME).
- B. In order to obtain the desired services, the CITY has circulated its Request for Proposal for performing large meter testing and removal and installation of unitized measuring elements, RFP No. B2008-31 (the "RFP").
- C. CONTRACTOR has submitted a Proposal (the "Proposal") in response to the RFP. In its Proposal CONTRACTOR represents that it is qualified to perform those services requested in the RFP. Based upon its review of all proposals submitted in response to the RFP, the CITY is willing to award the contract to CONTRACTOR.

### AGREEMENT:

- 1. **SERVICES TO BE PERFORMED BY CONTRACTOR**  
CONTRACTOR will provide the services and install those materials listed in CONTRACTOR's Proposal submitted in response to the RFP. A copy of the RFP is attached as Exhibit A. A copy of the Proposal is attached as Exhibit B.
- 2. **TERM**  
Unless earlier terminated in accordance with Paragraph 4 below, this Agreement will continue in full force and effect from the Effective Date through July 21, 2010.
- 3. **COMPENSATION**
  - A. **CONTRACTOR's Fee.**

For services rendered pursuant to this Agreement, CONTRACTOR will be paid in accordance with the compensation schedule set forth in the Proposal, provided, however, that in no event will the total amount of money paid the CONTRACTOR, for services initially contemplated by this Agreement, exceed the sum of \$61,390 ("Agreement Sum"), unless otherwise first approved in writing by CITY.

B. Schedule of Payment.

Provided that the CONTRACTOR is not in default under the terms of this Agreement, upon presentation of an invoice, CONTRACTOR will be paid the fees described in Paragraph 3.A. above, according to the compensation schedule. Payment will be due within 30 days after the date of the invoice.

**4. TERMINATION OF AGREEMENT**

A. Termination by CITY for Convenience.

1. CITY may, at any time, terminate the Agreement for CITY's convenience and without cause.
2. Upon receipt of written notice from CITY of such termination for CITY's convenience, CONTRACTOR will:
  - a. cease operations as directed by CITY in the notice;
  - b. take actions necessary, or that CITY may direct, for the protection and preservation of the work; and
  - c. except for work directed to be performed prior to the effective date of termination stated in the notice, terminate all existing subcontracts and purchase orders and enter into no further subcontracts and purchase orders.
3. In case of such termination for CITY's convenience, CONTRACTOR will be entitled to receive payment for work executed; and costs incurred by reason of such termination, along with reasonable overhead and profit on the work not executed.

B. Termination for Cause.

1. If either party fails to perform any term, covenant or condition in this Agreement and that failure continues for 15 calendar days after the nondefaulting party gives the defaulting party written notice of the failure to perform, this Agreement may be terminated for cause; provided, however, that if during the notice period the defaulting party has promptly commenced and continues diligent efforts to remedy the default, the defaulting party will have such additional time as is reasonably necessary to remedy the default.
2. In the event this Agreement is terminated for cause by the default of the CONTRACTOR, the CITY may, at the expense of the CONTRACTOR and its surety, complete this Agreement or cause it to be completed. Any check or bond delivered to the CITY in connection with this Agreement, and the money payable thereon, will be forfeited to and remain the property of the CITY. All moneys

due the CONTRACTOR under the terms of this Agreement will be retained by the CITY, but the retention will not release the CONTRACTOR and its surety from liability for the default. Under these circumstances, however, the CONTRACTOR and its surety will be credited with the amount of money retained, toward any amount by which the cost of completion exceeds the Agreement Sum and any amount authorized for extra services.

3. Termination for cause will not affect or terminate any of the rights of the CITY as against the CONTRACTOR or its surety then existing, or which may thereafter accrue because of the default; this provision is in addition to all other rights and remedies available to the CITY under law.

C. Termination for Breach of Law.

In the event the CONTRACTOR or any of its officers, directors, shareholders, employees, agents, subsidiaries or affiliates is convicted (i) of a criminal offense as an incident to obtaining or attempting to obtain a public or private contract or subcontract, or in the performance of a contract or subcontract; (ii) under state or federal statutes of embezzlement, theft, forgery, bribery, falsification or destruction of records, receiving stolen property, or any other offense indicating a lack of business integrity or business honesty which currently, seriously, and directly affects responsibility as a public consultant or contractor; (iii) under state or federal antitrust statutes arising out of the submission of bids or proposals; or (iv) of violation of Paragraph 19 of this Agreement; or for any other cause the CITY determines to be so serious and compelling as to affect CONTRACTOR's responsibility as a public consultant or contractor, including but not limited to, debarment by another governmental agency, then the CITY reserves the unilateral right to terminate this Agreement or to impose such other sanctions (which may include financial sanctions, temporary suspensions or any other condition deemed appropriate short of termination) as it deems proper. The CITY will not take action until CONTRACTOR has been given notice and an opportunity to present evidence in mitigation.

**5. FORCE MAJEURE**

If any party fails to perform its obligations because of strikes, lockouts, labor disputes, embargoes, acts of God, inability to obtain labor or materials or reasonable substitutes for labor or materials, governmental restrictions, governmental regulations, governmental control, judicial orders, enemy or hostile governmental action, civil commotion, fire or other casualty, or other causes beyond the reasonable control of the party obligated to perform, then that party's performance shall be excused for a period equal to the period of such cause for failure to perform.

**6. RETENTION OF FUNDS**

CONTRACTOR authorizes CITY to deduct from any amount payable to CONTRACTOR (whether or not arising out of this Agreement) any amounts the payment of which may be in dispute or that are necessary to compensate CITY for any losses, costs, liabilities, or damages suffered by CITY, and all amounts for which CITY may be liable to third parties, by reason of CONTRACTOR's acts or omissions in performing or failing to perform CONTRACTOR's obligations under this Agreement. In the event that any claim is made by a third party, the amount or validity of which is disputed by CONTRACTOR, or any indebtedness exists that appears to be the basis for a claim of lien, CITY may withhold from any payment due, without liability for interest because of the withholding, an amount sufficient to cover the claim. The failure of CITY to exercise the right to deduct or to withhold will not, however, affect the obligations of CONTRACTOR to insure, indemnify, and protect CITY as elsewhere provided in this Agreement.

**7. CITY REPRESENTATIVE**

Alan Berndt is designated as the "City Representative," authorized to act in its behalf with respect to the work and services specified in this Agreement and to make all decisions in connection with this Agreement. Whenever approval, directions, or other actions are required by CITY under this Agreement, those actions will be taken by the City Representative, unless otherwise stated. The City Manager has the right to designate another City Representative at any time, by providing notice to CONTRACTOR.

**8. CONTRACTOR REPRESENTATIVE(S)**

The following principal(s) of CONTRACTOR are designated as being the principal(s) and representative(s) of CONTRACTOR authorized to act in its behalf with respect to the work specified in this Agreement and make all decisions in connection with this Agreement:

Eric Tracy, Territory Manager  
Timothy J. Bontrager, Vice President

**9. INDEPENDENT CONTRACTOR**

The CONTRACTOR is, and at all times will remain as to CITY, a wholly independent contractor. Neither CITY nor any of its agents will have control over the conduct of the CONTRACTOR or any of the CONTRACTOR's employees, except as otherwise set forth in this Agreement. The CONTRACTOR may not, at any time or in any manner, represent that it or any of its agents or employees are in any manner agents or employees of CITY.

**10. BUSINESS LICENSE**

The CONTRACTOR must obtain a City business license prior to the start of work under this Agreement, unless CONTRACTOR is qualified for an exemption.

**11. OTHER LICENSES AND PERMITS**

CONTRACTOR warrants that it has all professional, contracting and other permits and licenses required to undertake the work contemplated by this Agreement.

**12. FAMILIARITY WITH WORK**

By executing this Agreement, CONTRACTOR warrants that CONTRACTOR (a) has thoroughly investigated and considered the scope of services to be performed, (b) has carefully considered how the services should be performed, and (c) fully understands the facilities, difficulties and restrictions attending performance of the services under this Agreement. If the services involve work upon any site, CONTRACTOR warrants that CONTRACTOR has or will investigate the site and is or will be fully acquainted with the conditions there existing, prior to commencement of services set forth in this Agreement. Should CONTRACTOR discover any latent or unknown conditions that will materially affect the performance of the services set forth in this Agreement, CONTRACTOR must immediately inform CITY of that fact and may not proceed except at CONTRACTOR's risk until written instructions are received from CITY.

**13. CARE OF WORK**

CONTRACTOR must adopt reasonable methods during the term of the Agreement to furnish continuous protection to the work, and the equipment, materials, papers, documents, plans, studies and other components to prevent losses or damages, and will be responsible for all damages, to persons or property, until acceptance of the work by CITY, except those losses or damages as may be caused by CITY's own negligence.

**14. CONTRACTOR'S ACCOUNTING RECORDS; OTHER PROJECT RECORDS**

Records of the CONTRACTOR's time pertaining to the project, and records of accounts between CITY and the CONTRACTOR, will be kept on a generally recognized accounting basis. CONTRACTOR will also maintain all other records, including without limitation specifications, drawings, progress reports and the like, relating to the project. All records will be available to CITY during normal working hours. CONTRACTOR will maintain these records for three years after final payment.

**15. INDEMNIFICATION**

CONTRACTOR will indemnify, defend, and hold harmless CITY, the City Council, each member thereof, present and future, its officers, agents and employees from and against any and all liability, expenses, including defense costs and legal fees, and claims for damages whatsoever, including, but not limited to, those arising from breach of contract, bodily injury, death, personal injury, property damage, loss of use, or property loss however the same may be

caused and regardless of the responsibility for negligence. The obligation to indemnify, defend and hold harmless includes, but is not limited to, any liability or expense, including defense costs and legal fees, arising from the negligent acts or omissions, or willful misconduct of CONTRACTOR, its officers, employees, agents, subcontractors or vendors. It is further agreed, CONTRACTOR's obligations to indemnify, defend and hold harmless will apply even in the event of concurrent negligence on the part of CITY, the City Council, each member thereof, present and future, or its officers, agents and employees, except for liability resulting solely from the negligence or willful misconduct of CITY, its officers, employees or agents. Payment by CITY is not a condition precedent to enforcement of this indemnity. In the event of any dispute between CONTRACTOR and CITY, as to whether liability arises from the sole negligence of the CITY or its officers, employees, agents, subcontractors or vendors, CONTRACTOR will be obligated to pay for CITY's defense until such time as a final judgment has been entered adjudicating the CITY as solely negligent. CONTRACTOR will not be entitled in the event of such a determination to any reimbursement of defense costs including but not limited to attorney's fees, expert fees and costs of litigation.

**16. NON-LIABILITY OF CITY OFFICERS AND EMPLOYEES**

No officer or employee of CITY will be personally liable to CONTRACTOR, in the event of any default or breach by the CITY or for any amount that may become due to CONTRACTOR.

**17. INSURANCE**

A. CONTRACTOR and its subcontractors must maintain at its sole expense the following insurance, which will be full coverage not subject to self insurance provisions:

1. Automobile Liability, including owned, non-owned and hired vehicles, with at least the following limits of liability:
  - a. Primary Bodily Injury with limits of at least \$500,000 per person, \$500,000 per occurrence; and
  - b. Primary Property Damage of at least \$250,000 per occurrence; or
  - c. Combined single limits of \$1,000,000 per occurrence.
2. General Liability including coverage for premises, products and completed operations, independent contractors/vendors, personal injury and contractual obligations with combined single limits of coverage of at least \$1,000,000 per occurrence.
3. Workers' Compensation with limits as required by the State of California and Employer's Liability with limits of at least \$1,000,000.

- B. The insurance provided by CONTRACTOR will be primary and non-contributory.
- C. CITY, the City Council and each member thereof, members of boards and commissions, every officer, agent, official, employee and volunteer must be named as additional insured under the automobile and general liability policies.
- D. CONTRACTOR must provide certificates of insurance and/or endorsements indicating appropriate coverage, to the City Clerk of the City of Torrance before the commencement of work.
- E. Each insurance policy required by this Paragraph must contain a provision that no termination, cancellation or change of coverage can be made without thirty days notice to CITY.

**18. SUFFICIENCY OF INSURERS**

Insurance required by this Agreement will be satisfactory only if issued by companies admitted to do business in California, rated "B+" or better in the most recent edition of Best's Key Rating Guide, and only if they are of a financial category Class VII or better, unless these requirements are waived by the Risk Manager of CITY ("Risk Manager") due to unique circumstances. In the event the Risk Manager determines that the work or services to be performed under this Agreement creates an increased or decreased risk of loss to CITY, the CONTRACTOR agrees that the minimum limits of any insurance policies or performance bonds required by this Agreement may be changed accordingly upon receipt of written notice from the Risk Manager; provided that CONTRACTOR will have the right to appeal a determination of increased coverage by the Risk Manager to the City Council of CITY within 10 days of receipt of notice from the Risk Manager.

**19. CONFLICT OF INTEREST**

- A. No officer or employee of the CITY may have any financial interest, direct or indirect, in this Agreement, nor may any officer or employee participate in any decision relating to the Agreement that effects the officer or employee's financial interest or the financial interest of any corporation, partnership or association in which the officer or employee is, directly or indirectly interested, in violation of any law, rule or regulation.
- B. No person may offer, give, or agree to give any officer or employee or former officer or employee, nor may any officer or employee solicit, demand, accept, or agree to accept from another person, a gratuity or an offer of employment in connection with any decision, approval, disapproval, recommendation, preparation or any part of a program requirement or a purchase request, influencing the content of any specification or procurement standard, rendering of advice, investigation, auditing, or in any other advisory capacity in any way pertaining to any

program requirement, contract or subcontract, or to any solicitation or proposal.

**20. NOTICE**

- A. All notices, requests, demands, or other communications under this Agreement will be in writing. Notice will be sufficiently given for all purposes as follows:
1. Personal delivery. When personally delivered to the recipient: notice is effective on delivery.
  2. First Class mail. When mailed first class to the last address of the recipient known to the party giving notice: notice is effective three mail delivery days after deposit in an United States Postal Service office or mailbox.
  3. Certified mail. When mailed certified mail, return receipt requested: notice is effective on receipt, if delivery is confirmed by a return receipt.
  4. Overnight delivery. When delivered by an overnight delivery service, charges prepaid or charged to the sender's account: notice is effective on delivery, if delivery is confirmed by the delivery service.
  5. Facsimile transmission. When sent by fax to the last fax number of the recipient known to the party giving notice: notice is effective on receipt. Any notice given by fax will be deemed received on the next business day if it is received after 5:00 p.m. (recipient's time) or on a non-business day.

6. Addresses for purpose of giving notice are as follows:

CONTRACTOR                      Measurement Control Systems, Inc.  
    1331 S. Lyon Street  
    Santa Ana, CA 92705

Fax: (310) 318-1843

CITY:                                      City Clerk  
    City of Torrance  
    3031 Torrance Boulevard  
    Torrance, CA 90509-2970  
    Fax: (310) 618-2931

- B. Any correctly addressed notice that is refused, unclaimed, or undeliverable because of an act or omission of the party to be notified, will be deemed effective as of the first date the notice was refused, unclaimed or deemed undeliverable by the postal authorities, messenger or overnight delivery service.
- C. Either party may change its address or fax number by giving the other party notice of the change in any manner permitted by this Agreement.

**21. PROHIBITION AGAINST ASSIGNMENT AND SUBCONTRACTING**

This Agreement and all exhibits are binding on the heirs, successors, and assigns of the parties. The Agreement may not be assigned or subcontracted by either CITY or CONTRACTOR without the prior written consent of the other.

**22. INTEGRATION; AMENDMENT**

This Agreement represents the entire understanding of CITY and CONTRACTOR as to those matters contained in it. No prior oral or written understanding will be of any force or effect with respect to the terms of this Agreement. The Agreement may not be modified or altered except in writing signed by both parties.

**23. INTERPRETATION**

The terms of this Agreement should be construed in accordance with the meaning of the language used and should not be construed for or against either party by reason of the authorship of this Agreement or any other rule of construction that might otherwise apply.

**24. SEVERABILITY**

If any part of this Agreement is found to be in conflict with applicable laws, that part will be inoperative, null and void insofar as it is in conflict with any applicable laws, but the remainder of the Agreement will remain in full force and effect.

**25. TIME OF ESSENCE**

Time is of the essence in the performance of this Agreement.

**26. GOVERNING LAW; JURISDICTION**

This Agreement will be administered and interpreted under the laws of the State of California. Jurisdiction of any litigation arising from the Agreement will be in Los Angeles County, California.

**27. COMPLIANCE WITH STATUTES AND REGULATIONS**

CONTRACTOR will be knowledgeable of and will comply with all applicable federal, state, county and city statutes, rules, regulations, ordinances and orders.

**28. WAIVER OF BREACH**

No delay or omission in the exercise of any right or remedy by a nondefaulting party on any default will impair the right or remedy or be construed as a waiver. A party's consent or approval of any act by the other party requiring the party's consent or approval will not be deemed to waive or render unnecessary the other party's consent to or approval of any subsequent act. Any waiver by either party of any default must be in writing and will not be a waiver of any other default concerning the same or any other provision of this Agreement.

**29. ATTORNEY'S FEES**

Except as provided for in Paragraph 15, in any dispute, litigation, arbitration, or other proceeding by which one party either seeks to enforce its rights under this Agreement (whether in contract, tort or both) or seeks a declaration of any rights or obligations under this Agreement, the prevailing party will be awarded reasonable attorney's fees, together with any costs and expenses, to resolve the dispute and to enforce any judgment.

**30. EXHIBITS**

All exhibits identified in this Agreement are incorporated into the Agreement by this reference.

**31. CONTRACTOR'S AUTHORITY TO EXECUTE**

The persons executing this Agreement on behalf of the CONTRACTOR warrant that (i) the CONTRACTOR is duly organized and existing; (ii) they are duly authorized to execute this Agreement on behalf of the CONTRACTOR; (iii) by so executing this Agreement, the CONTRACTOR is formally bound to the

provisions of this Agreement; and (iv) the entering into this Agreement does not violate any provision of any other Agreement to which the CONTRACTOR is bound.

CITY OF TORRANCE  
a Municipal Corporation

Measurement Control Systems, Inc.  
A Corporation

\_\_\_\_\_  
Frank Scotto, Mayor

By: \_\_\_\_\_  
Timothy J. Bontrager  
Vice President

ATTEST:

\_\_\_\_\_  
Sue Herbers  
City Clerk

APPROVED AS TO FORM:  
JOHN L. FELLOWS III  
City Attorney

By: \_\_\_\_\_

Attachments:      Exhibit A      RFP  
                         Exhibit B      Proposal

Revised:      1/30/01

CITY OF TORRANCE  
3031 Torrance Blvd.  
Torrance, CA 90503

RFP NO. RFP B2008-31

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**Request for Proposal for Performing Large Meter Testing and Removal and Installation of  
Unitized Measuring Elements (UME)**

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**PROPOSAL SUBMITTAL INFORMATION**

PLACE: CITY OF TORRANCE  
Office of the City Clerk  
3031 Torrance Blvd.  
Torrance, CA 90503

DEADLINE: 2:00 PM

DATE: Thursday, June 26, 2008

The **ORIGINAL, PLUS TWO (2) COPIES** of the PROPOSAL must be submitted in a sealed envelope and marked with the RFP number and title

PROPOSALS MAY BE MAILED OR HAND DELIVERED. NO FAXED PROPOSALS WILL BE ACCEPTED. LATE PROPOSALS WILL NOT BE ACCEPTED. Proposals will be opened and publicly read aloud at 2:15 P.M. on the same date in the Council Chambers, Torrance City Hall.

**All responses must include the following components:**

- Proposer's Response (Section III of this document). You must submit your response on the forms provided. (If additional space is required, please attach additional pages.)
- Proposer's Affidavit (Attachment 1)

Any questions regarding this proposal should be directed to:

Pamela A. Lewis  
Public Works Department  
(310) 781-6900  
Email-Plewis@torrnet.com

CITY OF TORRANCE  
3031 Torrance Blvd.  
Torrance, CA 90503

RFP NO. B2008-31

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**Request for Proposal for Performing Large Meter Testing and Removal and Installation of  
Unitized Measuring Elements (UME)**

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**SECTION I RFP INSTRUCTIONS AND INFORMATION**

Notice is hereby given that sealed proposals will be received in the office of the City Clerk, City Hall, 3031 Torrance Boulevard, Torrance, CA, until 2:00 p.m. on Thursday, June 26, 2008, and will be opened and publicly read aloud at 2:15 p.m. on the same date in the Council Chambers, Torrance City Hall. You are invited to be present at the opening of proposals. An original and two copies of each proposal must be submitted in a sealed envelope and clearly marked: "PROPOSAL FOR Performing Large Meter Testing and Removal and Replacement of Unitized Measuring Elements (UME), RFP B2008-31."

**Proposal Form:**

The proposal must be made on the form provided for that purpose, enclosed in a sealed envelope, and marked "Proposal for Performing Large Meter Testing and Removal and Installation of Unitized Measuring Elements, RFP B2008- \*\*\*and addressed to the City Clerk, City of Torrance, 3031 Torrance Blvd. Torrance CA. 90503. If the proposal is made by an individual, it must be signed by that individual, and an address, telephone (and fax number if available) must be given. If made by a business entity, it must be signed by the person(s) authorized to execute agreements and bind the entity to contracts. A full business address, telephone (and fax number if available) must be given. No telegraphic, fax or telephonic proposal will be considered.

Blank spaces in the proposal form must be filled in, using ink, indelible pencil, or typewriter, and the text of the proposal form must not be changed. No additions to the form may be made. Any unauthorized conditions, limitations, or provisos attached to a proposal will render it informal and may cause its rejection. Alterations by erasure or interlineations must be explained or noted in the proposal form over the signature of the Proposer.

**Reservation:**

The City reserves the right to revise or amend these specifications prior to the date set for opening proposals. Revisions and amendments, if any, will be announced by an addendum to this RFP. If the revisions require additional time to enable Proposers to respond, the City may postpone the opening date accordingly. In such case, the addendum will include an announcement of the new opening date.

All addenda must be attached to the proposal. Failure to attach any addendum may render the proposal non-responsive and cause it to be rejected.

The City Council reserves the right to reject any and all proposals received, to take all proposals under advisement for a period not to exceed ninety (90) days after the date of the opening, to waive any informality on any proposal, and to be the sole judge of the relative merits of the material and or service

mentioned in the respective proposals received. The City reserves the right to reject any proposal not accompanied with all data or information required.

This Request for Proposal (RFP) does not commit the City to award a contract or to pay any cost incurred in the preparation of a proposal. All responses to this RFP document become the property of the City of Torrance.

**Affidavit:**

An affidavit form is enclosed. It must be completed signifying that the proposal is genuine and not collusive or made in the interest or on behalf of any person not named in the proposal, that the Proposer has not directly or indirectly induced or solicited any other Proposer to put in a sham proposal or any other person, firm, or corporation to refrain from proposing, and that the Proposer has not in any manner sought by collusion to secure for itself an advantage over any other Proposer. Any proposal submitted without an affidavit or in violation of this requirement will be rejected.

**The Contract:**

The Proposer to whom the award is made will be required to enter into a written contract with the City of Torrance, in the form attached. A copy of this RFP will be attached to and become a part of the contract.

**Standards for Evaluation of Proposals:**

The City staff will use the following priorities, as well as pricing, in determining which proposal best meets the needs of the City. The City must be the sole determiner of suitability to the City's needs.

Proposals will be rated according to their completeness and understanding of the City's needs, conformance to the requirements of the technical specifications, prior experience with comparable proposals, financial capabilities, delivery, and cost.

CITY OF TORRANCE  
3031 Torrance Blvd.  
Torrance, CA 90503

RFP NO. RFP B2008-31

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**Request for Proposal for Performing Large Meter Testing and Removal and Installation of  
Unitized Measuring Elements (UME)**

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**SECTION II TECHNICAL REQUIREMENTS**

**Introduction:**

The following technical requirements describe the large meter testing and removal and installation of unitized measuring elements (UME).

This RFP is intended to be as descriptive as possible. However, Proposers may not take advantage of omissions or oversights in this document. Proposers must supply products and services that meet or exceed the requirements of this RFP. In the event of a dispute over installation or performance, the needs of the City of Torrance will govern.

**General Requirements:**

The City of Torrance is situated on the western side of Los Angeles County, bordered by the Palos Verdes Peninsula on the south, the Cities of Redondo Beach and Gardena on the north, the Cities of the Lomita on the east and Pacific Ocean on the west. The City encompasses an area of approximately 21 square miles and has an estimated population of 148,558.

The City of Torrance is requesting proposals for the following services:

1. Testing large water meters (3" and above).
2. Removal and installation of unitized measuring elements for selected meters.

The City will award all the above services to one proposer. The proposer must perform all services and subcontracting of the above services is not allowed. The proposer must obtain a City business license and be in compliance the City's business license code.

**Work Performed by Proposer:**

The Proposer will be responsible for all work and expenses relating to the proper design, test, delivery, storage and provision of large meter testing, and removal and installation of UME's.

The Proposer will provide the City with a schedule and work plan for approval, prior to the beginning of work. The contract work will be performed on a phased basis over the contract period, in accordance with an overall master schedule and work plan submitted by the proposer. The master schedule shall include the meter size, type, manufacturer, meter number, and the service address and any other pertinent information requested by the City.

No work shall commence until the City approves the master schedule. In addition, monthly working schedules must be submitted in advance to the City for approval.

The Proposer will be responsible for the storage and security of all equipment, tools, and other supplies used in large meter testing and removal and installation of UME's.

### **Proposal Submittals:**

Each proposal must contain:

- An itemized cost proposal in accordance with the pricing schedule as provided in Section III.
- References from three other water agencies, including the name and phone number of the contact person.
- A brief narrative of the proposer's qualifications and experience in providing meter testing, and UME replacement, and a brief narrative discussing your company's approach to addressing customer inquiries and minimizing complaints.
- A sample copy of your company's test report.
- A brief resume of qualifications of personnel assigned to perform the subject services.
- A copy of your company's contractor license.
- The proposal shall provide a brief narrative regarding your company's approach and process for completing the scope of work and how your company would address customer inquiries and minimize complaints.

### **Delivery and Installation Schedule:**

The proposer selected to perform the large meter test and UME removal and installation work shall commence work no later than ten working days from the execution of the services contract and provide a complete schedule and plan of work for all meters to be tested and UME removal and installation to the City for approval. **The contract period shall be effective from July 8, 2008 through July 7, 2010.**

### **Documentation:**

In addition to other documents called for in the RFP, the selected proposer must furnish the City with meter test reports as described in foregoing section titled "Requirements and Scope of Work."

### **Requirements and Scope of Work**

- The proposed scope of work consists of servicing of approximately 109 large meters per year in the Torrance Municipal Water Department service area. This work consists of testing meters and UME removal and installation to maintain optimal accuracy over all flow ranges. The number of meters to be serviced is an estimate only and may be changed at the City's discretion.
- Licenses and Certifications. The proposer must furnish a current State of California contractor's license type C34/C36 or C61/D64. Prior to the start of any work, the proposer must also possess

a certificate of training for confined spaces issued by a qualified agency. Any additional pertinent licenses and certifications should be listed in the proposal.

- Pricing. The proposer shall complete the pricing schedule as provided for in Section III. Failure to complete this schedule may disqualify the proposer.
- List all equipment to be used for testing and the date equipment was last certified. All testing equipment must be capable of testing 3" to 14" sized meters at appropriate flow ranges. The equipment's accuracy must be certified and the certification approved by an authorized agent of the United States Bureau of Weights and Measures.
- All testing and UME work must be performed in accordance with American Water Works Association (AWWA) standards for water meter testing and UME work, which are to be restored to new condition.
- The proposer shall perform all work with the proposer's own personnel without assistance from the Torrance Municipal Water Department personnel.
- Inspection. The City retains the right to inspect and verify the work performed by the proposer at any time.
- Notification. The proposer shall provide advance notification to all customers regarding the meter testing schedule. Said notification shall generally be a minimum of one week prior to the meter test. The notification shall consist of a phone call to the appropriate party and a follow-up letter or E-mail to the customer.
- Damages. The proposer shall be responsible for any damages to City facilities/property or customer facilities/property caused by the proposer. The cost of all repairs and damage shall be the responsibility of the proposer.
- Holiday and night work. For a number of business customers, it will be necessary to test water meters on holidays, weekends or at night to accommodate the schedule of these customers.
- Safety. The proposer shall comply with all City safety requirements and shall be in full compliance with the State of California OSHA requirements. The proposer shall perform all traffic control required in accordance with City regulations.
- No toxic lubricants or solvents shall be utilized in the testing of water meters.
- Field Survey. The proposer will field survey the UME installations prior to performing the testing work to verify the condition and pertinent information regarding the meters.
- Valve Operation. The proposer shall open and close only those valves required to make a shutdown at the meter. All valves must be operated in accordance with Municipal Water Department standards.
- Unitized measuring element removal and installation. All UME's that are removed are to be bagged, labeled, and returned to the Municipal Water Department, unless otherwise specified by the Department for an independent failure analysis.
- Retests. If the testing work cannot be performed as scheduled, the City's Customer Service Supervisor shall be notified and the test rescheduled and customer notified of the new schedule.

- Same day testing and UME removal and installation. Unless otherwise specified, work on all meters scheduled for servicing shall be performed immediately after the pre-test to minimize disruption to the customer. The City will have the necessary UME to complete the installation work.
- Reports. All test results shall be submitted in a written report to the City’s Customer Service Supervisor within five (5) days after completion of the service work. The report will contain, at a minimum, the following information.
  - Descriptive information including meter size, type, register reading, line pressure, meter number and other pertinent information.
  - The accuracy of the meter test for at least five (5) representative flow ranges.
  - A graph of the pre-test and post-test meter accuracy curve.
  - A color photograph of the UME installation and register. A digital photo inserted on the test report is the preferred option.
  - A written narrative regarding the overall meter condition and the work performed.
- Control Point Quantities. The projected number of meters to be tested and UME’s to be removed and installed is listed herein reflects a “best estimate” only and the actual work performed may vary from the estimate. The list of meters to be tested is a control point quantity to evaluate the cost proposals submitted by the proposers. The best estimate of meters to be tested and UME removal and installation is as follows:

**Test Only**

Size	Number
3"	49
6"	6
8"	12
10"	14 (a)
12"	24 (b)
14"	<u>4 (c)</u>
	109

**Test and Report**

Size	Type
3"	<u>Compound</u> Neptune
3"	<u>Turbo/Turbine</u> Neptune Turbine Sensus Turbo
4"	<u>Compound</u> Neptune  <u>Turbo/Turbine</u> Sensus
6"	<u>Compound</u> Neptune  <u>FM Style</u> Neptune Protectus
8"	<u>FM Style</u> Neptune Protectus
10"	<u>FM Style</u>

## Neptune Protectus

12"	<u>Turbine</u> Neptune
Test Unitized Measuring Element (UME) (d)	
	Size
	3"
	4"
	6"
	8"
	10"
	14"

- a) Reflects quarterly testing of two 10" Neptune meters California Water Services – Dominguez District Interconnection.
  - b) Reflects monthly testing two 12" Turbine meters at Exxon-Mobil Refinery.
  - c) Reflects quarterly testing of 14" backup meter at Exxon-Mobil Refinery.
  - d) City will furnish UME only.
- Costs. All proposals are to incorporate all costs including labor, materials, equipment and travel time into the pricing schedule as provided in Section III of this document. No time and material proposals will be accepted.
  - Invoices. The proposer shall invoice the Municipal Water Department upon satisfactory completion of the meter test and removal and installation of UME's in accordance with an agreed upon invoice format between the City and the proposer. At a minimum the invoice shall include labor costs and the work performed.
  - Meetings. The proposer will be required to meet periodically with the Municipal Water Department regarding performance, scheduling, and related matters.

CITY OF TORRANCE  
3031 Torrance Blvd.  
Torrance, CA 90503

RFP NO. RFP B2008-31

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**Request for Proposal for Performing Large Meter Testing and Unitized Measuring Elements  
Removal and Installation**

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**SECTION III PROPOSAL**

FAILURE TO COMPLETE ALL ITEMS IN THIS SECTION MAY INVALIDATE PROPOSAL.

In accordance with your "Request for Proposal," the following proposal is submitted to the City of Torrance.

**Proposal Submitted By:**

\_\_\_\_\_  
Name of Company

\_\_\_\_\_  
Address

\_\_\_\_\_  
City/State/Zip Code

\_\_\_\_\_  
Printed Name/Title

\_\_\_\_\_  
Telephone Number/Fax Number

**Form of Business Organization:**

Please indicate the following (check one);

Corporation \_\_\_\_\_ Partnership \_\_\_\_\_ Sole Proprietorship \_\_\_\_\_

Other: \_\_\_\_\_

**Business History:**

How long have you been in business under your current name and form of business organization?

\_\_\_\_\_ years

If less than three (3) years and your company was in business under a different name, what was that name?

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---

**Contact for Additional Information:**

Please provide the name of the individual at your company to contact for any additional information

---

Name

---

Title

---

Telephone Number/Fax Number

**Addenda Received:**

Please indicate addenda information you have received regarding this proposal:

Addendum No. \_\_\_\_\_ Date Received: \_\_\_\_\_  
Addendum No. \_\_\_\_\_ Date Received: \_\_\_\_\_  
Addendum No. \_\_\_\_\_ Date Received: \_\_\_\_\_  
Addendum No. \_\_\_\_\_ Date Received: \_\_\_\_\_

\_\_\_\_\_ No Addenda received regarding this proposal.

**Payment Terms:**

Are you proposing any discounts for early payments?

Yes \_\_\_\_\_ No \_\_\_\_\_

If yes, what are your discounted invoice terms? \_\_\_\_\_

**Delivery:**

What is the lead time for delivery? \_\_\_\_\_ days/weeks

**References:**

Please supply the names of companies/agencies for whom you recently supplied comparable goods or services as requested in this RFP.

---

Name of Company/Agency	Address	Person to contact/Telephone No.
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Name of Company/Agency	Address	Person to contact/Telephone No.
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Name of Company/Agency	Address	Person to contact/Telephone No.
------------------------	---------	---------------------------------

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**Meter Testing**

Costs: Meter Size	Number	Unit Cost	Cost Extension
3"	49	\$ _____	\$ _____
4"	6	\$ _____	\$ _____
6"	12	\$ _____	\$ _____
8"	14	\$ _____	\$ _____
10"	24	\$ _____	\$ _____
14"	4	\$ _____	\$ _____
		Subtotal	\$ _____
		Total	\$ _____

**UME Removal and Installation**

Costs: Meter Size	Number	Unit Cost	Cost Extension
3"	49	\$ _____	\$ _____
4"	6	\$ _____	\$ _____
6"	12	\$ _____	\$ _____
8"	14	\$ _____	\$ _____
10"	24	\$ _____	\$ _____
14"	4	\$ _____	\$ _____
		Subtotal	\$ _____
		Total	\$ _____
		Grand Total	\$ _____

**Instructions: Proposers are to enter unit costs, cost extension and grand totals. Enter grand total amount on page 13 of Section III. The unit cost is inclusive of all costs including labor materials, parts, equipment and travel time. No time and material quotations will be accepted.**

**Additional costs (please specify)**

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**Grand Total** \$ \_\_\_\_\_

Proposer must complete each item with either a check mark to indicate that the item being proposed is exactly as specified, or enter a description in the Proposer's comments column to indicate any deviation from the specifications of the item being proposed.

<b>SERVICE SPECIFICATION COLUMN</b>	<b>PROPOSER'S COMMENTS COLUMN</b>
All testing and work must be performed in accordance with American Water Works Association (AWWA) standards for water meter testing and UME work, which are to be restored to new condition.	
The proposer shall perform all work with the proposer's own personnel without assistance from the Torrance Municipal Water Department personnel.	
Inspection. The City retains the right to inspect and verify the work performed by the proposer at any time.	
Notification. The proposer shall provide advance notification to all customers regarding the meter testing schedule. Said notification shall generally be a minimum of one week prior to the meter test. The notification shall consist of a phone call to the appropriate party and a follow-up letter or E-mail to the customer.	
Damages. The proposer shall be responsible for any damages to City facilities/property or customer facilities/property caused by the proposer. The cost of all repairs and damage shall be the responsibility of the proposer.	

<p>Holiday and night work. For a number of business customers, it will be necessary to test water meters on holidays, weekends or at night to accommodate the schedule of these customers.</p>	
<p>Safety. The proposer shall comply with all City safety requirements and shall be in full compliance with the State of California OSHA requirements. The proposer shall perform all traffic control required in accordance with City regulations.</p>	
<p>No toxic lubricants or solvents shall be utilized in the testing of water meters.</p>	
<p>Field Survey. The proposer will field survey the UME installations prior to performing the testing work to verify the condition and pertinent information regarding the meters.</p>	
<p>Valve Operation. The proposer shall open and close only those valves required to make a shutdown at the meter. All valves must be operated in accordance with Municipal Water Department standards.</p>	
<p>Unitized Measuring Elements removal and installation. All UME's that are removed are to be bagged, labeled, and returned to the Municipal Water Department, unless otherwise specified by the Department for an independent failure analysis.</p>	
<p>Retests. If the testing work cannot be performed as scheduled, the City's Customer Service Supervisor shall be notified and the test rescheduled and customer notified of the new schedule.</p>	
<p>Same day testing and UME work. Unless otherwise specified, the work on all meters scheduled for servicing shall be performed immediately after the pre-test to minimize disruption to the customer. The City will have the necessary UME to complete the installation work.</p>	

Reports. All test results shall be submitted in a written report to the City's Customer Service Supervisor within five (5) days after completion of the service work. The report will contain, at a minimum, the following information.

- Descriptive information including meter size, type, register reading, line pressure, meter number and other pertinent information.
- The accuracy of the meter test for at least five (5) representative flow ranges.
- A graph of the pre-test and post-test meter accuracy curve.
- A color photograph of the UME installation and register. A digital photo inserted on the test report is the preferred option.
- A written narrative regarding the overall meter condition and the work performed.

Control Point Quantities. The projected number of meters to be tested and UME's to be removed and installed is listed herein reflects a "best estimate" only and the actual work performed may vary from the estimate. The list of meters to be tested is a control point quantity to evaluate the cost proposals submitted by the proposers. The best estimate of meters to be tested and UME's to be removed and installed is as follows:

**Submittals:** Please indicate that the following are included with your proposal:

Submittal Requirements	Check here if included:
<ul style="list-style-type: none"> <li>An itemized cost proposal in accordance with the pricing schedule as provided in Section III.</li> </ul>	
<ul style="list-style-type: none"> <li>References from three other water agencies, including the name and phone number of the contact person.</li> </ul>	
<ul style="list-style-type: none"> <li>A brief narrative of the proposer's qualifications and experience in providing meter testing, and UME replacement, and a brief narrative discussing your company's approach to addressing customer inquiries and minimizing complaints.</li> </ul>	
<ul style="list-style-type: none"> <li>A sample copy of your company's test report.</li> </ul>	
<ul style="list-style-type: none"> <li>A brief resume of qualifications of personnel assigned to perform the subject services.</li> </ul>	
<ul style="list-style-type: none"> <li>A copy of your company's contractor license.</li> </ul>	
<ul style="list-style-type: none"> <li>The proposal shall provide a brief narrative regarding your company's approach and process for completing the scope of work and how your company would address customer inquiries and minimize complaints.</li> </ul>	

STATE OF CALIFORNIA  
COUNTY OF LOS ANGELES

PROPOSER'S AFFIDAVIT

\_\_\_\_\_ being first duly sworn, deposes and says:

1. That he/she is the \_\_\_\_\_ of \_\_\_\_\_  
(Title of Office) (Name of Company)

hereinafter called "Proposer", who has submitted to the City of Torrance a proposal for

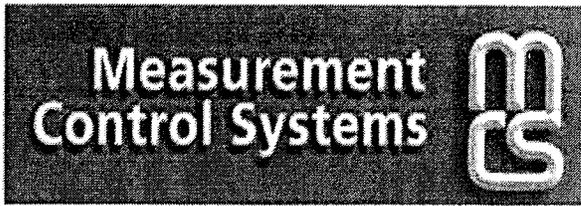
\_\_\_\_\_  
(Title of RFP)

- 2. That the proposal is genuine; that all statements of fact in the proposal are true;
- 3. That the proposal was not made in the interest or behalf of any person, partnership, company, association, organization or corporation not named or disclosed;
- 4. That the Proposer did not, directly or indirectly, induce solicit or agree with anyone else to submit a false or sham proposal, to refrain from proposing, or to withdraw his proposal, to raise or fix the proposal price of the Proposer or of anyone else, or to raise or fix any overhead, profit or cost element of the Proposer's price or the price of anyone else; and did not attempt to induce action prejudicial to the interest of the City of Torrance, or of any other Proposer, or anyone else interested in the proposed contract;
- 5. That the Proposer has not in any other manner sought by collusion to secure for itself an advantage over the other Proposer or to induce action prejudicial to the interests of the City of Torrance, or of any other Proposer or of anyone else interested in the proposed contract;
- 6. That the Proposer has not accepted any proposal from any subcontractor or materialman through any proposal depository, the bylaws, rules or regulations of which prohibit or prevent the Proposer from considering any proposal from any subcontractor or materialman, which is not processed through that proposal depository, or which prevent any subcontractor or materialman from proposing to any contractor who does not use the facilities of or accept proposals from or through such proposal depository;
- 7. That the Proposer did not, directly or indirectly, submit the Proposer's proposal price or any breakdown thereof, or the contents thereof, or divulge information or data relative thereto, to any corporation, partnership, company, association, organization, proposal depository, or to any member or agent thereof, or to any individual or group of individuals, except to the City of Torrance, or to any person or persons who have a partnership or other financial interest with said Proposer in its business.
- 8. That the Proposer has not been debarred from participation in any State or Federal works project.

Dated this \_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_\_.

\_\_\_\_\_  
(Proposer Signature)

\_\_\_\_\_  
(Title)



June 26, 2008

City of Torrance  
City Clerk's Office  
3031 Torrance Blvd  
Torrance, CA 90503

Dear Mr. Beste,

Measurement Control Systems is pleased to submit this proposal to the City of Torrance for performing larger meter testing ANR removal and installation of Unitized Measuring Elements (UME's).

We are a California licensed contractor that provides a complete turnkey solution for water meter service including large and small meter change out, meter testing, valve exercising, hydrant flow testing and meter repair. All services provided by MCS are completed by full time employees who are trained and certified in each area. To accomplish all projects MCS has put together a framework of the industries best practices that allow us to provide our customers with exceptional solutions at a fair price.

Measurement Control Systems experience in successfully completing similar projects combined with the knowledge of our lead and field service technician's positions us well for this project.

We believe this is a great opportunity for the City of Torrance to see the difference MCS can make and look forward to working hand in hand with your staff to complete this project in a timely manner. We thank you for the opportunity to propose.

Sincerely,

A handwritten signature in black ink, appearing to read 'Tim J. Bontrager', written in a cursive style.

Timothy J Bontrager  
Vice President  
Measurement Control Systems Inc  
Technical Service Division

With over 40 years combined experience in the meter service business Measurement Control Systems lead service technicians oversee all services provided by our field technicians to insure proper installation and testing. Field service technicians work in teams throughout our projects based on our customer's time lines and needs. MCS is proud to offer the following references:

Golden State Water  
Brian Jensen 714-535-7711

Golden State Water  
Norwalk  
Albert Rivera 562-863-2607

City of Ontario  
William Dunlap 909-395-2688

City of La Palma  
Carlo Naffarrete 714-690-3313

City of Alhambra  
Phillip Nichols 626-570-5061

City of Chino Hills  
Frank Bettencourt 909-364-2800

Additionally, all technicians are in matching uniforms that bare the company name and logo and have matching trucks that identify us with our contractor license number. This professional group is very accustomed to dealing with customers in the field. Most customer issues can be addresses right there and then in the field when the work we are doing is explained in layman's terms to the customer. All field technicians also carry the contact information of the City's representative in case a customer wishes to speak directly with a City employee.

At the beginning of the project, our technical services team will sit down with the City contact and go through each of the meters that needs to be tested / have a UME installed. A detailed timeline schedule will be agreed upon by both parties. We will provide weekly updates to the Contract Manager to ensure that the scope of work is fully being satisfied to the delight of the City.

A sample copy of our company's test report is attached directly behind this narrative on our qualifications and experience. Following that is a copy of our company's contractor license.

# Check A License: Contractor's License Detail



## Department of Consumer Affairs Contractors State License Board

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### WHAT YOU CAN DO

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  - Check A License or HIS Registration
  - Filing a Construction Complaint
  - Processing Times
  - Check Application Status
  - Search for a Surety Bond Insurance Company
  - Search for a Workers' Compensation Company

#### How to Participate

**DISCLAIMER:** A license status check provides information taken from the CSLB license database. Before relying on this information, you should be aware of the following limitations.

- CSLB complaint disclosure is restricted by law (B&P 7124.8). If this entity is subject to public complaint disclosure, a link for complaint disclosure will appear below. Click on the link or button to obtain complaint and/or legal action information.
- For B&P 7071.17, only construction related civil judgments reported to the CSLB are disclosed.
- Arbitrations are not listed unless the contractor fails to comply with the terms of the arbitration.
- Due to workload, there may be relevant information that has not yet been entered onto the Board's license database.

License Number:	702526	Extract Date:	06/02/2008
Business Information:	MEASUREMENT CONTROL SYSTEMS 1331 S LYON STREET SANTA ANA, CA 92705 Business Phone Number: (714) 835-0996		
Entity:	Corporation		
Issue Date:	02/08/1995		
Expire Date:	02/28/2009		
License Status:	This license is current and active. All information below should be reviewed.		
Classifications:	CLASS	DESCRIPTION	
	DB4	INSTALLATION/REPAIR OF WATER METERS	
Bonding:	CONTRACTOR'S BOND This license filed Contractor's Bond number DC3089 in the amount of \$12,500 with the bonding company CONTRACTORS BONDING AND INSURANCE COMPANY. Effective Date: 01/01/2007 <u>Contractor's Bonding History</u> BOND OF QUALIFYING INDIVIDUAL 1. This license filed Bond of Qualifying Individual number 9046818 for RONALD BROWN in the amount of \$12,500 with the bonding company AMERICAN CONTRACTORS INDEMNITY COMPANY. Effective Date: 01/01/2007 <u>BQI's Bonding History</u>		
Workers' Compensation:	This license has workers compensation insurance with the STATE COMPENSATION INSURANCE FUND Policy Number: 044-0028710 Effective Date: 03/01/2000 Expire Date: 03/01/2009 <u>Workers' Compensation History</u>		
Miscellaneous Information:	DATE	DESCRIPTION	
	02/13/2003	CLASS B, C-36 REMOVED	
	02/13/2003	HIC CERTIFICATION REMOVED	

Personnel listed on this license (current or disassociated) are listed on other licenses.



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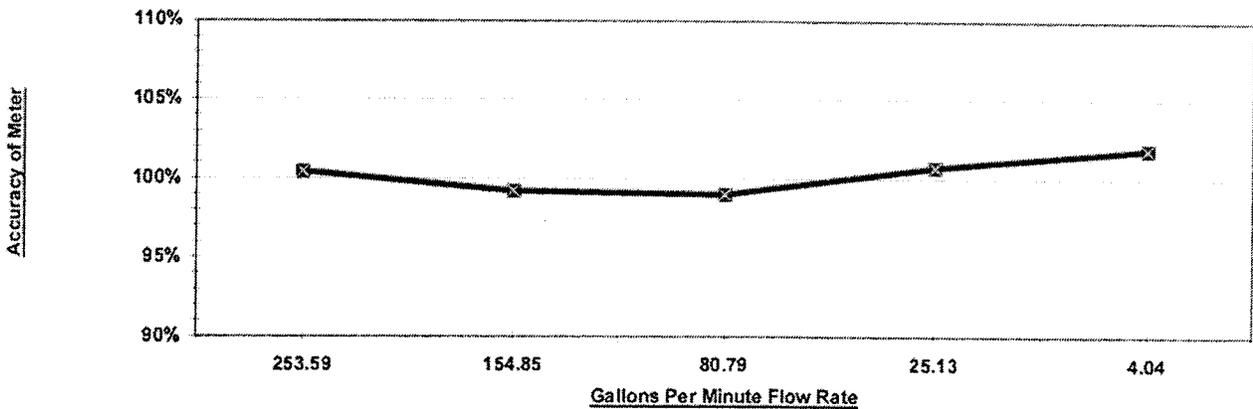
1331 S. Lyon Street  
 Santa Ana, California 92705  
 714 835-0995 800-826-1682  
 Fax 714 835-1103

Account No.

Service Performed

Customer Meter	Mesa Consolidated Water District	Test Only	S/N	541301
Totalizer	Sensus, 3" SRH Compound	Cubic Feet	Job No.	82216
Before	High Side x 100	Low Side	PO No.	PO004126
After	332970	Fire Side	Date	02/14/07
Location	The Lakes Apartments	District	Test Unit	1-CW
Address	3400 Ave of the Arts		Test Cycle	One
			Tested By	01243-MM

TEST No.	Test Standard						Static Pressure 80 psi			
	Cubic Feet Per Test	CFM Rate of Flow	GPM Rate of Flow	Actual Test Qty Cubic Feet	Test Meter Accuracy	MCS Test Qty	LOW Side Cubic Feet	HIGH Side Cubic Feet	FIRE Side Cubic Feet	Customer Meter Accuracy
1.	100	33.90	253.59	98.90	100.70%	99.592		100.0		100.41%
2.	50	20.70	154.85	50.20	100.40%	50.401		50.0		99.20%
3.	20	10.80	80.79	20.10	100.50%	20.201		20.0		99.01%
4.	10	3.36	25.13	10.03	99.00%	9.930		10.0		100.71%
5.	1	0.54	4.04	0.98	100.20%	0.982		1.0		101.84%
6.										
7.										
Average Accuracy										100.23%



Remarks:

Approved By:

License No. 00913





CITY OF TORRANCE  
3031 Torrance Blvd.  
Torrance, CA 90503

RFP NO. RFP B2008-31

---

**Request for Proposal for Performing Large Meter Testing and Unitized Measuring Elements  
Removal and Installation**

---

**SECTION III PROPOSAL**

FAILURE TO COMPLETE ALL ITEMS IN THIS SECTION MAY INVALIDATE PROPOSAL.

In accordance with your "Request for Proposal," the following proposal is submitted to the City of Torrance.

**Proposal Submitted By:**

Measurement Control Systems, Inc.  
Name of Company

1331 S. Lyon St.  
Address

Santa Ana, CA 92705  
City/State/Zip Code

Eric Tracy / Territory Manager  
Printed Name/Title

(415) 309-2702 / (310) 318-1843  
Telephone Number/Fax Number

**Form of Business Organization:**

Please indicate the following (check one);

Corporation  Partnership \_\_\_\_\_ Sole Proprietorship \_\_\_\_\_

Other: \_\_\_\_\_

**Business History:**

How long have you been in business under your current name and form of business organization?

40 years

If less than three (3) years and your company was in business under a different name, what was that name?

N/A

Contact for Additional Information:

Please provide the name of the individual at your company to contact for any additional information

Name Eric Tracy

Title Territory Manager

Telephone Number/Fax Number (415) 309-2702 / (310) 318-1843

Addenda Received:

Please indicate addenda information you have received regarding this proposal:

Addendum No. \_\_\_ Date Received: \_\_\_

X No Addenda received regarding this proposal.

Payment Terms:

Are you proposing any discounts for early payments?

Yes \_\_\_ No X

If yes, what are your discounted invoice terms? \_\_\_\_\_

Delivery:

What is the lead time for delivery? 30 days/weeks

References:

Please supply the names of companies/agencies for whom you recently supplied comparable goods or services as requested in this RFP.

City of Beverly Hills 345 Foothill Blvd; Beverly Hills, CA 90210
Name of Company/Agency Address Person to contact/Telephone No.

Marcel Garrubba 310-285-2493

Golden State Water

Norwalk, CA

Brian Jensen @ 714-535-7711

Name of Company/Agency

Address

Person to contact/Telephone No.

City of Chino Hills

Chino Hills

Frank Bettencourt @ 909-364-2800

Name of Company/Agency

Address

Person to contact/Telephone No.

NBH = Normal Business Hours  
 OT-WH = Overtime, weekend hours  
 Meter Testing

Costs: Meter Size	Number	Unit Cost	Cost Extension
3"	49	\$ <del>185</del> NBH \$ 275 OT-WH	\$ 9,065 NBH
4"	6	\$ <del>195</del> NBH \$ 285 OT-WH	\$ 1,170 NBH
6"	12	\$ <del>195</del> NBH \$ 285 OT-WH	\$ 2,340 NBH
8"	14	\$ <del>205</del> NBH \$ 295 OT-WH	\$ 2,870 NBH
10"	24	\$ <del>205</del> NBH \$ 295 OT-WH	\$ 4,920 NBH
14"	4	\$ <del>225</del> NBH \$ 315 OT-WH	\$ 900 NBH
		Subtotal	\$
		Total	\$ 21,265 NBH

UME Removal and Installation

Costs: Meter Size	Number	Unit Cost	Cost Extension
3"	49	\$ <del>145</del> NBH \$ 245 OT-WH	\$ 7,105 NBH
4"	6	\$ <del>145</del> NBH \$ 245 OT-WH	\$ 870 NBH
6"	12	\$ <del>165</del> NBH \$ 265 OT-WH	\$ 1,980 NBH
8"	14	\$ <del>190</del> NBH \$ 290 OT-WH	\$ 2,660 NBH
10"	24	\$ <del>225</del> NBH \$ 325 OT-WH	\$ 5,400 NBH
14"	4	\$ <del>350</del> NBH \$ 450 OT-WH	\$ 1,400 NBH
		Subtotal	\$
		Total	\$ 18,015 NBH
		Grand Total	\$ 39,280 NBH

**Instructions: Proposers are to enter unit costs, cost extension and grand totals. Enter grand total amount on page 13 of Section III. The unit cost is inclusive of all costs including labor materials, parts, equipment and travel time. No time and material quotations will be accepted.**

**Additional costs (please specify)**

Grand total for some work prices based on work performed after normal business hours or on weekends & holidays (see unit prices). Grand Total \$61,390 w/ OT-wH

Grand Total OT-wH = After normal business hours, weekends & holidays \$ 39,280  
 NBO = Normal business hours, see above

Proposer must complete each item with either a check mark to indicate that the item being proposed is exactly as specified, or enter a description in the Proposer's comments column to indicate any deviation from the specifications of the item being proposed.

SERVICE SPECIFICATION COLUMN	PROPOSER'S COMMENTS COLUMN
All testing and work must be performed in accordance with American Water Works Association (AWWA) standards for water meter testing and UME work, which are to be restored to new condition.	
The proposer shall perform all work with the proposer's own personnel without assistance from the Torrance Municipal Water Department personnel.	
Inspection. The City retains the right to inspect and verify the work performed by the proposer at any time.	
Notification. The proposer shall provide advance notification to all customers regarding the meter testing schedule. Said notification shall generally be a minimum of one week prior to the meter test. The notification shall consist of a phone call to the appropriate party and a follow-up letter or E-mail to the customer.	City to provide detailed customer list including 1. contact name 2. phone number 3. email address
Damages. The proposer shall be responsible for any damages to City facilities/property or customer facilities/property caused by the proposer. The cost of all repairs and damage shall be the responsibility of the proposer.	Any meter site that is leaking water and/or piping/values not operable will be skipped. MCS will not be responsible for the operation of control valves.

<p>Holiday and night work. For a number of business customers, it will be necessary to test water meters on holidays, weekends or at night to accommodate the schedule of these customers.</p>	<p>See price sheet for labor costs between normal business hours and after hour, weekend, and holiday. NBH = Normal Business Hours. OT.WH = After hours, weekends</p>
<p>Safety. The proposer shall comply with all City safety requirements and shall be in full compliance with the State of California OSHA requirements. The proposer shall perform all traffic control required in accordance with City regulations.</p>	<p>May require traffic control from the City if no place to park, excessive public access.</p>
<p>No toxic lubricants or solvents shall be utilized in the testing of water meters.</p>	
<p>Field Survey. The proposer will field survey the UME installations prior to performing the testing work to verify the condition and pertinent information regarding the meters.</p>	<p>site survey cost is \$75 each</p>
<p>Valve Operation. The proposer shall open and close only those valves required to make a shutdown at the meter. All valves must be operated in accordance with Municipal Water Department standards.</p>	<p>MCS will not be held responsible for the operation of any control valve. valve conditions are unknown.</p>
<p>Unitized Measuring Elements removal and installation. All UME's that are removed are to be bagged, labeled, and returned to the Municipal Water Department, unless otherwise specified by the Department for an independent failure analysis.</p>	
<p>Retests. If the testing work cannot be performed as scheduled, the City's Customer Service Supervisor shall be notified and the test rescheduled and customer notified of the new schedule.</p>	
<p>Same day testing and UME work. Unless otherwise specified, the work on all meters scheduled for servicing shall be performed immediately after the pre-test to minimize disruption to the customer. The City will have the necessary UME to complete the installation work.</p>	

<p>Reports. All test results shall be submitted in a written report to the City's Customer Service Supervisor within five (5) days after completion of the service work. The report will contain, at a minimum, the following information.</p> <ul style="list-style-type: none"> <li>○ Descriptive information including meter size, type, register reading, line pressure, meter number and other pertinent information.</li> <li>○ The accuracy of the meter test for at least five (5) representative flow ranges.</li> <li>○ A graph of the pre-test and post-test meter accuracy curve.</li> <li>○ A color photograph of the UME installation and register. A digital photo inserted on the test report is the preferred option.</li> <li>○ A written narrative regarding the overall meter condition and the work performed.</li> </ul>	
<p>Control Point Quantities. The projected number of meters to be tested and UME's to be removed and installed is listed herein reflects a "best estimate" only and the actual work performed may vary from the estimate. The list of meters to be tested is a control point quantity to evaluate the cost proposals submitted by the proposers. The best estimate of meters to be tested and UME's to be removed and installed is as follows:</p>	

**Submittals:** Please indicate that the following are included with your proposal:

Submittal Requirements	Check here if included:
<ul style="list-style-type: none"> <li>An itemized cost proposal in accordance with the pricing schedule as provided in Section III.</li> </ul>	✓
<ul style="list-style-type: none"> <li>References from three other water agencies, including the name and phone number of the contact person.</li> </ul>	✓
<ul style="list-style-type: none"> <li>A brief narrative of the proposer's qualifications and experience in providing meter testing, and UME replacement, and a brief narrative discussing your company's approach to addressing customer inquiries and minimizing complaints.</li> </ul>	✓
<ul style="list-style-type: none"> <li>A sample copy of your company's test report.</li> </ul>	✓
<ul style="list-style-type: none"> <li>A brief resume of qualifications of personnel assigned to perform the subject services.</li> </ul>	✓
<ul style="list-style-type: none"> <li>A copy of your company's contractor license.</li> </ul>	✓
<ul style="list-style-type: none"> <li>The proposal shall provide a brief narrative regarding your company's approach and process for completing the scope of work and how your company would address customer inquiries and minimize complaints.</li> </ul>	✓

STATE OF CALIFORNIA

PROPOSER'S AFFIDAVIT

COUNTY OF LOS ANGELES

Eric Tracy

being first duly sworn, deposes and says:

- 1. That he/she is the Territory Manager of Measurement Control Systems  
(Title of Office) (Name of Company)

hereinafter called "Proposer", who has submitted to the City of Torrance a proposal for

RFP for performing large meter testing and unitized measuring elements removal and installation  
(Title of RFP)

- 2. That the proposal is genuine; that all statements of fact in the proposal are true;
- 3. That the proposal was not made in the interest or behalf of any person, partnership, company, association, organization or corporation not named or disclosed;
- 4. That the Proposer did not, directly or indirectly, induce solicit or agree with anyone else to submit a false or sham proposal, to refrain from proposing, or to withdraw his proposal, to raise or fix the proposal price of the Proposer or of anyone else, or to raise or fix any overhead, profit or cost element of the Proposer's price or the price of anyone else; and did not attempt to induce action prejudicial to the interest of the City of Torrance, or of any other Proposer, or anyone else interested in the proposed contract;
- 5. That the Proposer has not in any other manner sought by collusion to secure for itself an advantage over the other Proposer or to induce action prejudicial to the interests of the City of Torrance, or of any other Proposer or of anyone else interested in the proposed contract;
- 6. That the Proposer has not accepted any proposal from any subcontractor or materialman through any proposal depository, the bylaws, rules or regulations of which prohibit or prevent the Proposer from considering any proposal from any subcontractor or materialman, which is not processed through that proposal depository, or which prevent any subcontractor or materialman from proposing to any contractor who does not use the facilities of or accept proposals from or through such proposal depository;
- 7. That the Proposer did not, directly or indirectly, submit the Proposer's proposal price or any breakdown thereof, or the contents thereof, or divulge information or data relative thereto, to any corporation, partnership, company, association, organization, proposal depository, or to any member or agent thereof, or to any individual or group of individuals, except to the City of Torrance, or to any person or persons who have a partnership or other financial interest with said Proposer in its business.
- 8. That the Proposer has not been debarred from participation in any State or Federal works project.

Dated this 26 day of June, 2006.

EB  
(Proposer Signature)

Territory Manager  
(Title)

STATE OF CALIFORNIA  
COUNTY OF LOS ANGELES

PROPOSER'S AFFIDAVIT

Eric Tracy being first duly sworn, deposes and says:

1. That he/she is the Temporary Manager of Measurement Control Systems  
(Title of Office) (Name of Company)

hereinafter called "Proposer", who has submitted to the City of Torrance a proposal for  
RFP for performing large meter testing and unitized measuring  
elements removal and installation  
(Title of RFP)

2. That the proposal is genuine; that all statements of fact in the proposal are true;
3. That the proposal was not made in the interest or behalf of any person, partnership, company, association, organization or corporation not named or disclosed;
4. That the Proposer did not, directly or indirectly, induce solicit or agree with anyone else to submit a false or sham proposal, to refrain from proposing, or to withdraw his proposal, to raise or fix the proposal price of the Proposer or of anyone else, or to raise or fix any overhead, profit or cost element of the Proposer's price or the price of anyone else; and did not attempt to induce action prejudicial to the interest of the City of Torrance, or of any other Proposer, or anyone else interested in the proposed contract;
5. That the Proposer has not in any other manner sought by collusion to secure for itself an advantage over the other Proposer or to induce action prejudicial to the interests of the City of Torrance, or of any other Proposer or of anyone else interested in the proposed contract;
6. That the Proposer has not accepted any proposal from any subcontractor or materialman through any proposal depository, the bylaws, rules or regulations of which prohibit or prevent the Proposer from considering any proposal from any subcontractor or materialman, which is not processed through that proposal depository, or which prevent any subcontractor or materialman from proposing to any contractor who does not use the facilities of or accept proposals from or through such proposal depository;
7. That the Proposer did not, directly or indirectly, submit the Proposer's proposal price or any breakdown thereof, or the contents thereof, or divulge information or data relative thereto, to any corporation, partnership, company, association, organization, proposal depository, or to any member or agent thereof, or to any individual or group of individuals, except to the City of Torrance, or to any person or persons who have a partnership or other financial interest with said Proposer in its business.
8. That the Proposer has not been debarred from participation in any State or Federal works project.

Dated this 16 day of June, 2008 <sup>ET</sup>

EB  
(Proposer Signature)  
Temporary Manager  
(Title)