

**AGREEMENT TO PROVIDE FLOW CONTROL VALVE MAINTENANCE,
REHABILITATION, AND REPLACEMENT SERVICES**

THIS AGREEMENT is made and entered into on this 6th day of August 2024 by and between Griswold Industries dba Cla-Val (“Contractor”), and the City of Santa Ana, a charter city and municipal corporation organized and existing under the Constitution and laws of the State of California (“City”).

RECITALS

- A. On April 11, 2024, the City issued Request for Proposal No. 24-050, by which it sought a contractor to provide preventative maintenance, rehabilitation, and replacement services for the City’s water pressure reducing and pressure sustaining valves.
- B. Contractor submitted a proposal that was selected by the City. Contractor represents that it is able and willing to provide the services described in the scope of work that was included in RFP No. 24-050.
- C. In undertaking the performance of this Agreement, Contractor represents that it is knowledgeable in its field and that any services performed by Contractor under this Agreement will be performed in compliance with such standards as may reasonably be expected from a professional consulting firm in the field.

NOW THEREFORE, in consideration of the mutual and respective promises, and subject to the terms and conditions hereinafter set forth, the parties agree as follows:

1. SCOPE OF SERVICES

Contractor shall perform during the term of this Agreement, the tasks and obligations including all labor, materials, tools, equipment, and incidental customary work required to fully and adequately complete the services described and set forth in **Scope of Services - Exhibit A**, attached hereto and incorporated by reference.

2. COMPENSATION

- a. City agrees to pay, and Contractor agrees to accept as total payment for its services for City, the rates and charges identified in **Compensation - Exhibit B**. The total amount to be expended during the term of this Agreement shall not exceed \$1,250,000.
- b. Payment by City shall be made within forty-five (45) days following receipt of proper invoice evidencing work performed, subject to City accounting procedures. Payment need not be made for work which fails to meet the standards of performance set forth in the Recitals which may reasonably be expected by City.

3. TERM

This Agreement shall commence on the date first written above for an initial three-year

term and terminate on August 5, 2027, unless terminated earlier in accordance with Section 16, below. The term of this Agreement may be extended for a single, two-year extension upon a writing executed by the City Manager and City Attorney.

4. PREVAILING WAGES

Contractor is aware of the requirements of California Labor Code Section 1720, et seq., and 1770, et seq., as well as California Code of Regulations, Title 8, Section 16000, et seq., (“Prevailing Wage Laws”), which require the payment of prevailing wage rates and the performance of other requirements on “public works” and “maintenance” projects. If the services being performed are part of an applicable “public works” or “maintenance” project, as defined by the Prevailing Wage Laws, and the total compensation is \$1,000 or more, Contractor agrees to fully comply with such Prevailing Wage Laws. Contractor shall defend, indemnify and hold the City, its elected officials, officers, employees and agents free and harmless from any claim or liability arising out of any failure or alleged failure to comply with the Prevailing Wage Laws.

5. INDEPENDENT CONTRACTOR

Contractor shall, during the entire term of this Agreement, be construed to be an independent Contractor and not an employee of the City. This Agreement is not intended nor shall it be construed to create an employer-employee relationship, a joint venture relationship, or to allow the City to exercise discretion or control over the professional manner in which Contractor performs the services which are the subject matter of this Agreement; however, the services to be provided by Contractor shall be provided in a manner consistent with all applicable standards and regulations governing such services. Contractor shall pay all salaries and wages, employer's social security taxes, unemployment insurance and similar taxes relating to employees and shall be responsible for all applicable withholding taxes.

6. OWNERSHIP OF MATERIALS

This Agreement creates a non-exclusive and perpetual license for City to copy, use, modify, reuse, or sublicense any and all copyrights, designs, and other intellectual property embodied in plans, specifications, studies, drawings, estimates, and other documents or works of authorship fixed in any tangible medium of expression, including but not limited to, physical drawings or data magnetically or otherwise recorded on computer diskettes, which are prepared or caused to be prepared by Contractor under this Agreement (“Documents & Data”). Contractor shall require all subcontractors to agree in writing that City is granted a non-exclusive and perpetual license for any Documents & Data the subcontractor prepares under this Agreement. Contractor represents and warrants that Contractor has the legal right to license any and all Documents & Data. Contractor makes no such representation and warranty in regard to Documents & Data which were provided to Contractor by the City. City shall not be limited in any way in its use of the Documents and Data at any time, provided that any such use not within the purposes intended by this Agreement shall be at City’s sole risk.

7. INSURANCE

Prior to undertaking performance of work under this Agreement, Contractor shall maintain and shall require its subcontractors, if any, to obtain and maintain insurance as described below for the entire Term of this Agreement against claims for injuries to persons or damage to property which may arise from or in connection with services, products and materials supplied to City. Total cost of such insurance shall be borne by Contractor.

a. Minimum Scope and Limit of Insurance

1. **Commercial General Liability (CGL):** Insurance Services Office Form CG 00 01 covering CGL on an “occurrence” basis, including products and completed operations, property damage, bodily injury and personal & advertising injury with limits no less than **\$1,000,000** per occurrence and **\$2,000,000** aggregate. Required policy limits can be met with primary and umbrella/excess insurance policies.
2. **Automobile Liability:** ISO Form Number CA 00 01 covering any auto (Code 1) with a limit no less than **\$1,000,000** combined single limits.
3. **Workers’ Compensation:** as required by the State of California, with Statutory Limits, and Employer’s Liability Insurance with limit of no less than **\$1,000,000** per accident for bodily injury or disease.
4. **Broader Coverage:** if the Contractor maintains broader coverage and/or higher limits than the minimums shown above, the City requires and shall be entitled to the broader coverage and/or the higher limits maintained by the Contractor. Any available insurance proceeds in excess of the specified minimum limits of insurance and coverage shall be available to the City.

b. Other Insurance Provisions

1. **Additional Insured Status:** The City, its City Council, its officers, officials, employees, and volunteers are to be covered as additional insureds on the Contractor’s CGL, Professional Liability, and Automobile Liability policies, with respect to liability arising out of work or operations performed by or on behalf of the Contractor including materials, parts, or equipment furnished in connection with such work or operations.
2. **Waiver of Subrogation:** Contractor hereby grants to City a waiver of any right to subrogation that any insurer of said Contractor may acquire against the City by virtue of the payment of any loss under such insurance. Contractor agrees to obtain any endorsement that may be necessary to affect this waiver of subrogation, but this provision applies regardless of whether or not the City has received a waiver of subrogation endorsement from the insurer.

3. **Primary Coverage:** For any claims related to this contract, the Contractor's insurance coverage shall be primary. Any insurance or self-insurance maintained by the City, its officers, officials, employees, or volunteers shall be excess of the Contractor's insurance and shall not contribute with it.
4. **Severability of Interest:** A severability of interest provision must apply for all the additional insureds, ensuring that Contractor's insurance shall apply separately to each insured against whom a claim is made or suit is brought, except with respect to the insurer's limits of liability.
5. **Notice of Cancellation:** Each insurance policy required above shall provide that coverage shall not be canceled, voided, reduced in coverage or in limits, non-renewed by the carrier, or materially changed except after thirty (30) days prior written notice has been given to City. Ten (10) days prior written notice shall be provided to City for policy cancellation or non-renewal due to non-payment of premium.
6. **Self-Insured Retentions:** Self-insured retentions must be declared to and approved by the City. The City may require Contractor to purchase coverage with a lower retention or provide proof of ability to pay losses and related investigations, claim administration, and defense expenses within the retention.
7. **Acceptability of Insurers:** Insurance is to be placed with insurers authorized to conduct business in the state with a current A.M. Best's rating of no less than A:VII, unless otherwise acceptable to the City.
8. **Claims Made Policies:** If any of the required policies provide coverage on a claims-made basis: (1) the Retroactive Date must be shown and must be before the date of the contract; (2) Insurance must be maintained and evidence of insurance must be provided for at least three years after completion of work; (3) If coverage is canceled or non-renewed, and not replaced with another claims-made policy form with a Retroactive Date prior to the contract effective date, Contractor must purchase "extended reporting" coverage for a minimum of three years after completion of work.
9. **Verification of Coverage:** Contractor shall furnish the City with original Certificates of Insurance including all required amendatory endorsements (or copies of the applicable policy language effecting coverage required by this clause) and a copy of the Declarations and Endorsement Page of the CGL policy listing all policy endorsements to City before work begins. However, failure to obtain the required documents prior to the work beginning shall not waive the Contractor's obligation to provide them.
The City reserves the right to require complete, certified copies of all required insurance policies, including endorsements required by these specifications, at any time.

10. **Subcontractors:** Contractor shall require and verify that all subcontractors maintain insurance meeting all the requirements stated herein, and Contractor shall ensure that City is an additional insured on insurance required from subcontractors.

11. **Special Risks or Circumstances:** City reserves the right to modify these requirements, including limits, based on the nature of the risk, prior experience, insurer, coverage, or other special circumstances.

8. INDEMNIFICATION

Contractor agrees to defend, and shall indemnify and hold harmless the City, its officers, agents, employees, contractors, special counsel, and representatives from liability: (1) for personal injury, damages, just compensation, restitution, judicial or equitable relief arising out of claims for personal injury, including death, and claims for property damage, which may arise from the negligent operations of the Contractor, its subcontractors, agents, employees, or other persons acting on its behalf which relates to the services described in section 1 of this Agreement; and (2) from any claim that personal injury, damages, just compensation, restitution, judicial or equitable relief is due by reason of the terms of or effects arising from this Agreement. This indemnity and hold harmless agreement applies to all claims for damages, just compensation, restitution, judicial or equitable relief suffered, or alleged to have been suffered, by reason of the events referred to in this Section or by reason of the terms of, or effects, arising from this Agreement. The Contractor further agrees to indemnify, hold harmless, and pay all costs for the defense of the City, including fees and costs for special counsel to be selected by the City, regarding any action by a third party challenging the validity of this Agreement, or asserting that personal injury, damages, just compensation, restitution, judicial or equitable relief due to personal or property rights arises by reason of the terms of, or effects arising from this Agreement. City may make all reasonable decisions with respect to its representation in any legal proceeding. Notwithstanding the foregoing, to the extent Contractor's services are subject to Civil Code Section 2782.8, the above indemnity shall be limited, to the extent required by Civil Code Section 2782.8, to claims that arise out of, pertain to, or relate to the negligence, recklessness, or willful misconduct of the Contractor.

9. INTELLECTUAL PROPERTY INDEMNIFICATION

Contractor shall defend and indemnify the City, its officers, agents, representatives, and employees against any and all liability, including costs, for infringement of any United States' letters patent, trademark, or copyright infringement, including costs, contained in the work product or documents provided by Contractor to the City pursuant to this Agreement.

10. RECORDS

Contractor shall keep records and invoices in connection with the work to be performed under this Agreement. Contractor shall maintain complete and accurate records with respect to the costs incurred under this Agreement and any services, expenditures, and disbursements charged to the City for a minimum period of three (3) years, or for any longer period required by

law, from the date of final payment to Contractor under this Agreement. All such records and invoices shall be clearly identifiable. Contractor shall allow a representative of the City to examine, audit, and make transcripts or copies of such records and any other documents created pursuant to this Agreement during regular business hours. Contractor shall allow inspection of all work, data, documents, proceedings, and activities related to this Agreement for a period of three (3) years from the date of final payment to Contractor under this Agreement.

11. CONFIDENTIALITY

If Contractor receives from the City information which due to the nature of such information is reasonably understood to be confidential and/or proprietary, Contractor agrees that it shall not use or disclose such information except in the performance of this Agreement, and further agrees to exercise the same degree of care it uses to protect its own information of like importance, but in no event less than reasonable care. "Confidential Information" shall include all nonpublic information. Confidential information includes not only written information, but also information transferred orally, visually, electronically, or by other means. Confidential information disclosed to either party by any subsidiary and/or agent of the other party is covered by this Agreement. The foregoing obligations of non-use and nondisclosure shall not apply to any information that (a) has been disclosed in publicly available sources; (b) is, through no fault of the Contractor disclosed in a publicly available source; (c) is in rightful possession of the Contractor without an obligation of confidentiality; (d) is required to be disclosed by operation of law; or (e) is independently developed by the Contractor without reference to information disclosed by the City.

12. CONFLICT OF INTEREST CLAUSE

Contractor covenants that it presently has no interests and shall not have interests, direct or indirect, which would conflict in any manner with performance of services specified under this Agreement.

13. NON-DISCRIMINATION

Contractor shall not discriminate because of race, color, creed, religion, sex, marital status, sexual orientation, gender identity, gender expression, gender, medical conditions, genetic information, or military and veteran status, age, national origin, ancestry, or disability, as defined and prohibited by applicable law, in the recruitment, selection, teaching, training, utilization, promotion, termination or other employment related activities or any services provided under this Agreement. Contractor affirms that it is an equal opportunity employer and shall comply with all applicable federal, state and local laws and regulations.

14. EXCLUSIVITY AND AMENDMENT

This Agreement represents the complete and exclusive statement between the City and Contractor, and supersedes any and all other agreements, oral or written, between the parties. In the event of a conflict between the terms of this Agreement and any attachments hereto, the terms of this Agreement shall prevail. This Agreement may not be modified except by written instrument

signed by the City and by an authorized representative of Contractor. The parties agree that any terms or conditions of any purchase order or other instrument that are inconsistent with, or in addition to, the terms and conditions hereof, shall not bind or obligate Contractor or the City. Each party to this Agreement acknowledges that no representations, inducements, promises or agreements, orally or otherwise, have been made by any party, or anyone acting on behalf of any party, which is not embodied herein.

15. ASSIGNMENT

Inasmuch as this Agreement is intended to secure the specialized services of Contractor, Contractor may not assign, transfer, delegate, or subcontract any interest herein without the prior written consent of the City and any such assignment, transfer, delegation or subcontract without the City's prior written consent shall be considered null and void. Nothing in this Agreement shall be construed to limit the City's ability to have any of the services which are the subject to this Agreement performed by City personnel or by other Contractors retained by City.

16. TERMINATION

This Agreement may be terminated by the City upon thirty (30) days written notice of termination. In such event, Contractor shall be entitled to receive and the City shall pay Contractor compensation for all services performed by Contractor prior to receipt of such notice of termination, subject to the following conditions:

- a. As a condition of such payment, the Executive Director may require Contractor to deliver to the City all work product(s) completed as of such date, and in such case such work product shall be the property of the City unless prohibited by law, and Contractor consents to the City's use thereof for such purposes as the City deems appropriate.
- b. Payment need not be made for work which fails to meet the standard of performance specified in the Recitals of this Agreement.

17. WAIVER

No waiver of breach, failure of any condition, or any right or remedy contained in or granted by the provisions of this Agreement shall be effective unless it is in writing and signed by the party waiving the breach, failure, right or remedy. No waiver of any breach, failure or right, or remedy shall be deemed a waiver of any other breach, failure, right or remedy, whether or not similar, nor shall any waiver constitute a continuing waiver unless the writing so specifies.

18. JURISDICTION - VENUE

This Agreement has been executed and delivered in the State of California and the validity, interpretation, performance, and enforcement of any of the clauses of this Agreement shall be determined and governed by the laws of the State of California. Both parties further agree that Orange County, California, shall be the venue for any action or proceeding that may be brought or arise out of, in connection with or by reason of this Agreement.

19. PROFESSIONAL LICENSES

Contractor shall, throughout the term of this Agreement, maintain all necessary licenses, permits, approvals, waivers, and exemptions necessary for the provision of the services hereunder and required by the laws and regulations of the United States, the State of California, the City of Santa Ana and all other governmental agencies. Contractor shall notify the City immediately and in writing of its inability to obtain or maintain such permits, licenses, approvals, waivers, and exemptions. Said inability shall be cause for termination of this Agreement.

20. NOTICE

Any notice, tender, demand, delivery, or other communication pursuant to this Agreement shall be in writing and shall be deemed to be properly given if delivered in person or mailed by first class or certified mail, postage prepaid, or sent by fax or other telegraphic communication in the manner provided in this Section, to the following persons:

To City:

Clerk of the City Council
City of Santa Ana
20 Civic Center Plaza (M-30)
P.O. Box 1988
Santa Ana, CA 92702-1988
Fax: 714- 647-6956

With courtesy copies to:

Executive Director, Water Resources
Agency
City of Santa Ana
20 Civic Center Plaza (M-21)
P.O. Box 1988
Santa Ana, California 92702

To Contractor:

Griswold Industries
Attn: David Koebnitz, CFO and
John Link, EVP
1701 Placentia Avenue
Costa Mesa, CA 92627

A party may change its address by giving notice in writing to the other party. Thereafter, any communication shall be addressed and transmitted to the new address. If sent by mail,

communication shall be effective or deemed to have been given three (3) days after it has been deposited in the United States mail, duly registered or certified, with postage prepaid, and addressed as set forth above. If sent by fax, communication shall be effective or deemed to have been given twenty-four (24) hours after the time set forth on the transmission report issued by the transmitting facsimile machine, addressed as set forth above. For purposes of calculating these time frames, weekends, federal, state, County or City holidays shall be excluded.

21. MISCELLANEOUS PROVISIONS

- a. Each undersigned represents and warrants that its signature herein below has the power, authority and right to bind their respective parties to each of the terms of this Agreement, and shall indemnify City fully, including reasonable costs and attorney's fees, for any injuries or damages to City in the event that such authority or power is not, in fact, held by the signatory or is withdrawn.
- b. The Agreement is the final and complete agreement and any prior or contemporaneous agreements for similar services between the parties is superseded by this Agreement. This shall not apply where the Parties are currently engaged and Contractor is providing services not contemplated by this Agreement.
- c. All Exhibits referenced herein and attached hereto shall be incorporated as if fully set forth in the body of this Agreement.

[signature page follows]

IN WITNESS WHEREOF, the parties hereto have executed this Agreement the date and year first above written.

ATTEST:

CITY OF SANTA ANA

Jennifer L. Hall
City Clerk

Alvaro Nuñez,
Acting City Manager

APPROVED AS TO FORM:

SONIA R. CARVALHO
City Attorney

CONTRACTOR:

By: 

Kyle Nellesen
Assistant City Attorney

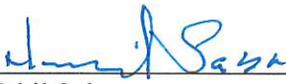
David Koebnitz, CFO Digitally signed by David Koebnitz,
CFO
Date: 2024.07.09 12:19:24 -07'00'

David Koebnitz
CFO

RECOMMENDED FOR APPROVAL:

 7/9/24

John Link
Executive Vice President



Nabil Saba
Executive Director
Public Works Agency

EXHIBIT A

SCOPE OF SERVICES

CITY OF SANTA ANA
RFP NO.: 24-050
FLOW CONTROL VALVE MAINTENANCE PROGRAM

SCOPE OF WORK

Introduction and Background:

The City of Santa Ana is located in the heart of Orange County, California and is approximately 27 square miles. The City provides potable drinking water for all of the City's residents and businesses. The City's water production system consists of 22 wells, 4 pressure control stations, 7 Metropolitan Water District connections, 7 water booster stations and 8 reservoirs and 2 sanitary sewer lift stations. Control and monitoring of the water system and sewer facilities is coordinated via the City SCADA system using a series of radios to send and receive data from remote locations to the City Home SCADA control room. Flow and pressure control through the water system is achieved using Cla-Val valves per **Appendix A**.

Description of Work:

The City is requesting proposals for the purpose of rehabilitating, replacing and maintaining all Cla-Val pressure control valves within the water production facilities. All replacement and procured valves in the contract shall be Cla-Val, no exceptions. The contract term shall be for three years with a City option to renew for one additional 2-year term. The Contractor will be expected to hold firm pricing on all contract items supplied for the duration of the contract. Labor increases shall be subject to mutually agreeable terms between the City and the Contractor. The Contractor shall provide all labor, materials, services, and equipment necessary for flow control valve maintenance, repair, and procurement services. All work shall be in accordance with applicable practices and shall conform to all applicable laws, codes and regulations.

In addition, the Contractor must be able to respond to City's request for emergency repair work on a timely manner. Business hours are considered from 7:00 A.M. to 5:00 P.M. (Monday through Friday). Any time outside of business hours of operation may be considered after hours/weekends. All services, equipment and materials provided by the Consultant must be in accordance with all applicable Federal, State and local regulations, laws, and codes. The City reserves the right to modify the scope of the project at any time.

Contractor Responsibilities:

I. INSPECTION/PREVENTATIVE MAINTANENCE SERVICES (BID ITEMS 1-3)

Inspection services shall include annual examination of all valves and any pilot valve systems associated with the valves listed in **Appendix A**. The Contractor shall perform preventative maintenance every 12 months at each valve system in order to elongate the lifespan of the valves and to determine how the operating conditions of the system are affecting the valve. In addition to preventative maintenance, the Contractor shall, upon request from the City, deploy to any valve and/or pilot valve site and perform a working inspection of the existing valve if the City encounters any valve operational issues.

The preventative maintenance inspection shall verify the working condition of the valve.

CITY OF SANTA ANA
RFP NO.: 24-050
FLOW CONTROL VALVE MAINTENANCE PROGRAM

Preventative maintenance should consist of, but is not limited to the following:

- a. Removal of lime deposits/mineral buildup from the valve stem and other metal parts
- b. Inspect parts (diaphragm, pilot valves, disk plate, solenoids, valve body, tubing, anti-cavitation parts (knock-outs), etc.)
- c. Calibrate pilot control settings (pressure and flow, altitude valves, etc.)
- d. Maintain and clean the strainers and valve body
- e. Exercise the valves
- f. Check the pilot tubing for leaks
- g. Inspect pilot disc retainers
- h. Confirm that the diaphragm assembly is properly functioning

Preferably, preventative maintenance should be accomplished without removing the valve from the line. However, if removal of the valve is required, the Contractor shall notify City staff prior to performing the work. Upon completion of inspection and maintenance services, the Contractor shall also ensure all tags and/or reference markers on valves and appurtenances are up to date with the most accurate information such as model number, serial number, etc.

In the event, the Contractor encounters outdated valves in need of replacement, the Contractor shall recommend retrofitting old valves with up to date new valves that meet or surpass industry standards.

Within ten (10) business days of completing maintenance services on the City's Cla-Val's, the Contractor shall provide a service report to the City of Santa Ana. The Contractor shall follow up with City personnel and notify City staff on any issues encountered in the field regarding requiring additional parts. The Contractor shall state all findings, if any, along with a proposed scope of work and complete cost estimates for any recommended equipment repairs and/or replacement.

II. REPAIR SERVICES (BID ITEMS 4-9)

The Contractor shall repair or replace any parts of the valve found to be worn or otherwise in need of replacement. All internal parts of the valve shall be cleaned of mineral deposits prior to reassembly of the valve. When required (typically every 5 years), complete valve rebuilds/rehabilitations should be performed in which the main valve and its respective pilot controls are cleaned internally, all rubber parts are replaced, and all metal parts replaced where needed. All repairs and rehabilitations shall be made in accordance with Cla-Val guidelines and as directed by the City.

The Contractor shall be factory trained in maintaining all piloting systems offered by Cla-Val and shall fix/repair all piloting systems in accordance with Cla-Val guidelines and as directed by the City. Work under this section shall also include full valve replacement complete with all necessary pilot systems and/or electronic controls.

Valves listed in **Appendix A** are representative of the majority of the Cla-Val valves in use in the City but is not a complete listing. The City acknowledges that additional costs will be incurred for

CITY OF SANTA ANA
RFP NO.: 24-050
FLOW CONTROL VALVE MAINTENANCE PROGRAM

pilot system repairs and will vary depending upon the type of piloting system on each valve. Assume that a full repair of the valve will include costs for replacement of all parts that could be replaced in a standard Cla-Val diaphragm valve.

For bidding purposes, assume repair of the following components; replacement of disk and seat on Cla-Val on the following models for various sizes as listed on the Fee Schedule:

1. Model 90-01
2. Model 50-01
3. Model 52-03
4. Model 61-02
5. Model 100-01

The Contractor shall solely use Cla-Val parts for replacement, repair, and maintenance of all components of the City's valves.

III. NEW VALVES AND PROCUREMENT SERVICES (BID ITEMS 10-11)

If the Contractor has determined rehabilitation of a valve system is not feasible or at the City's direction, replacement of the valve with a new valve shall take place. Furthermore, if the cost to repair the valve exceeds 50% of the cost to replace, replacement of the valve with a new valve shall take precedence. When work includes the replacement of valves, the Contractor shall be responsible for removal of the existing valve and installation of the new replacement valve. The Contractor shall also be responsible for supply, installation, calibration and testing of the new replacement valve.

IV. INSTRUMENTATION AND CONTROL SERVICES

The Contractor shall also have experience incorporating instrumentation and remote/local valve control on existing and future valve components in the City. The City currently utilizes electronic valve controllers (Model VC-22D), which serves as an interface between the City's SCADA system, the valve, and other devices installed on or around the valve. The Contractor shall have expertise in customizing the aforementioned valve controller with the Cla-Val trademarked standard and customized ValvApps to meet the City's operational requirements specific to each site. The Contractor shall be able to provide the following customization inputs and outputs for the valve controllers upon City request:

1. Valve Regulation
2. Differential Pressure Monitoring
3. Retransmission
 - (1) Analog Inputs
 - (2) Digital Inputs
4. Solenoid Outputs
5. Relay Outputs
6. Actions/Alarms
7. Communication

CITY OF SANTA ANA
RFP NO.: 24-050
FLOW CONTROL VALVE MAINTENANCE PROGRAM

8. Control Logic

V. VALVES TRAINING SERVICES

Upon request, the Contractor shall provide in depth training on flow control valve operation, maintenance, and repair techniques that optimize staff management of the system. Classes shall include training materials and resources to further assist City Staff in the operation and maintenance of the flow control valves specific to the system. Upon request, the Contractor shall provide training classes in the field and/or in a controlled class setting at certified Cla-Val facilities following the manufacture's guidelines and operating techniques.

VI. VALUE ADDED RELATED SERVICES

The Contractor may propose additional related services that the City has not specifically identified in this RFP to accomplish the stated goals of this RFP. Value added related services will be considered by the City and may or may not be incorporated in the agreement. All parts and materials must be supplied new and Cla-Val factory approved.

VII. SUBCONTRACTORS

The use of Subcontractors is allowed, but will require approval by City prior to start of any assigned work. Upon commencement of work, the Contractor shall be responsible for services provided by any subcontractor as if Contractor were providing the services with its own organization. When a Subcontractor performs all or any part of the work, a markup shall be applied to the Subcontractor's actual cost of such work. The Contractor may add a markup of 10 percent on the first \$5,000 of the subcontracted portion of the extra work and a markup of 5 percent on work added in excess of \$5,000 of the subcontracted portion of the work may be added by the Contractor.

VIII. PROJECT MANAGEMENT & COORDINATION

When a request for service is issued to the City, the Contractor shall issue an estimate to the City's designated Project Manager. The Contractor shall not proceed with any work without the approval of the City's designated project manager.

Contractors shall invoice the City on a monthly basis for all work performed during the period or provide a one-time invoice at the completion of work issued. Each invoice shall be accompanied by a summary of tasks performed, contract agreement number, results and progress on long-term tasks if any.

IX. CODE COMPLIANCE

All materials and workmanship shall be in strict conformity with standards of the latest editions including revisions of the following:

- American Society of Civil Engineers (ASCE)

CITY OF SANTA ANA
RFP NO.: 24-050
FLOW CONTROL VALVE MAINTENANCE PROGRAM

- American Society of Mechanical Engineers (ASME)
- State Department of Industrial Safety (CAL/OSHA)
- California Code of Regulations (CCR)
- Local, State, and Federal Building Codes
- City of Santa Ana Standards

X. MINIMUM QUALIFICATIONS

The Contractor shall meet the following minimum qualifications:

1. All work is to be performed in compliance with all applicable codes, ordinances, laws, standards, due care, and Occupational Safety and Health Administration (OSHA) safety requirements.
2. Be factory authorized, trained and knowledgeable in Cla-Val valves for maintenance, operation and installation. (Provide proof of training upon issuance of a contract with the City)
3. The Consultant shall have a minimum of five (5) years of experience in the services described in ATTACHMENT 1: SCOPE OF SERVICES.
4. Be confined space entry certified as well as possess state and local permits, licenses and certificates required by law to commence, carry, and complete the work.
5. Have access to factory direct inventory for replacement parts, new valves and related appurtenances.
6. Provide all necessary equipment to competently perform and complete work as specified.

XI. SAFETY

Proposer shall be solely and completely responsible for the condition of the project site, including safety of all persons and properties during the performance of the work. In addition, proper safety equipment must be worn at all times. These requirements shall apply continuously until the contract is terminated and shall not be limited to normal working hours.

The Contractor/Consultant shall assure that each employee or subcontractor under the contractor's supervision is trained in the work practices necessary to safely perform his or her job.

XII. INSURANCE REQUIREMENTS

The successful bidders shall furnish the City with original copies of valid insurance policies herein required upon execution of the contract and shall maintain said policies in full force and effect at all times during the term of this contract. Said insurance policies shall comply with all requirements set forth in these specifications. The Contractor shall keep a current certificate of insurance at the City of Santa Ana at all times and shall immediately report any changes to the City.

XIII. MARKUP

CITY OF SANTA ANA
RFP NO.: 24-050
FLOW CONTROL VALVE MAINTENANCE PROGRAM

The following markup percentages shall be added to the Contractor's costs and shall constitute the markup for all overhead and profits (to the sum of the costs and markups, one (1) percent shall be added as compensation for bonding):

1)	Labor	20
2)	Materials	15
3)	Equipment Rental.....	15
4)	Other Items and Expenditures.....	15

XIV. FEE SCHEDULE:

Contractor shall submit a fee schedule as described in Section III.B.3 of RFP. No separately stated freight or deliveries will be considered. Bidders shall include all costs in the unit price bid.

Furthermore, the Contractor shall submit additional labor, material and rental equipment rates along with fee schedule. Contractor's labor and equipment rate sheet shall list rates for all labor designations, equipment, rentals, and materials. The bid items specified in the fee schedule are for reference purposes only. Labor increases shall be subject to mutually agreeable terms between the City and the Contractor. The City may request related services that will be paid at the vendor's standard labor and equipment rate submitted. Fee proposal shall be outlined as follows:

---End of SCOPE OF WORK Section---

EXHIBIT B
COMPENSATION

CITY OF SANTA ANA
RFP NO.: 24-050
FLOW CONTROL VALVE MAINTENANCE PROGRAM

APPENDIX
ATTACHMENT 2: FEE PROPOSAL

Certification - I certify that I have read, understand and agree to the terms and conditions of this Request for Proposals. I have examined the Scope of Services (Appendix: Attachment 1) and am familiar with the scope of work. I am familiar with all the existing conditions and limitations that may impact work requests. I understand and agree that I am responsible for reporting any errors, omissions or discrepancies to the City for clarification prior to the submission of my proposal.

Proposer shall submit hourly rates schedule, which shall include but not limited to, direct and indirect costs for labor, for staff per job classification, material, equipment rates, overhead, incidental supplies, travel, mileage, and fuel. Any special materials will be purchased by the contractor only after discussed and authorized by the City projects manager or designee in writing.

Prior to commencement of services, Contractor shall provide separate quotes, upon request by the City, which shall be approved by the City's Public Works Agency.

TO: CITY COUNCIL OF THE CITY OF SANTA ANA

FROM: Griswold Industries DBA Cla-Val

	<u>Bid Item</u>	<u>Unit</u>	<u>Quantity</u>	<u>Unit Price</u>	<u>Amount</u>
1.	Labor 1 Man Prevailing Wage	HR	200	\$ <u>175.00</u>	\$ <u>35,000.00</u>
2.	Labor 2 Men Prevailing Wage	HR	200	\$ <u>340.00</u>	\$ <u>68,000.00</u>
3.	Travel Per Day	EA	25	\$ <u>340.00</u>	\$ <u>8,500.00</u>
	<u>Model 50-01</u>				
4.	Repair 4" Pressure Control Valve Rubber Rebuilds for Main Valve and Pilot	EA	20	\$ <u>325.44</u>	\$ <u>6,508.80</u>
5.	Repair 6" Pressure Control Valve Rubber Rebuilds for Main Valve and Pilot	EA	5	\$ <u>408.24</u>	\$ <u>2,041.20</u>
6.	Repair 8" Pressure Control Valve Rubber Rebuilds for Main Valve and Pilot	EA	5	\$ <u>465.84</u>	\$ <u>2,329.20</u>
7.	Repair 10" Pressure Control Valve Rubber Rebuilds for Main Valve and Pilot	EA	2	\$ <u>680.40</u>	\$ <u>1,360.80</u>
8.	Complete New 4" Model 50-01 150lb Flanged/Epoxy Coated, Stainless Steel Trim, Complete Stainless Steel Pilot System, Opening & Closing Speed Controls, Up Stream & Downstream Pressure Gauges, X101 Valve Position Indicator	EA	20	\$ <u>6,484.00</u>	\$ <u>129,680.00</u>

CITY OF SANTA ANA
RFP NO.: 24-050
FLOW CONTROL VALVE MAINTENANCE PROGRAM

9.	Complete New 6" Model 50-01 150lb Flanged/Epoxy Coated, Stainless Steel Trim, Complete Stainless Steel Pilot System, Opening & Closing Speed Controls, Up Stream & Downstream Pressure Gauges, X101 Valve Position Indicator	EA	5	\$ <u>8,751.00</u>	\$ <u>43,755.00</u>
10.	Complete New 8" Model 50-01 150lb Flanged/Epoxy Coated, Stainless Steel Trim, Complete Stainless Steel Pilot System, Opening & Closing Speed Controls, Up Stream & Downstream Pressure Gauges, X101 Valve Position Indicator	EA	5	\$ <u>12,842.00</u>	\$ <u>64,210.00</u>
11.	Complete New 10" Model 50-01 150lb Flanged/Epoxy Coated, Stainless Steel Trim, Complete Stainless Steel Pilot System, Opening & Closing Speed Controls, Up Stream & Downstream Pressure Gauges, X101 Valve Position Indicator	EA	2	\$ <u>17,155.00</u>	\$ <u>34,310.00</u>
<u>Model 52-03</u>					
12.	Repair 10" Pressure Control Valve Rubber Rebuilds for Main Valve and Pilot	EA	4	\$ <u>920.16</u>	\$ <u>3,680.64</u>
13.	Complete New 10" Model 52-03 150lb Flanged/Epoxy Coated, Stainless Steel Trim, Complete Stainless Steel Pilot System, Opening & Closing Speed Controls, Up Stream & Downstream Pressure Gauges, X101 Valve Position Indicator	EA	4	\$ <u>22,564.00</u>	\$ <u>90,256.00</u>
<u>Model 61-02</u>					
14.	Repair 10" Pump Control Valve Rubber Rebuilds for Main Valve and Pilot	EA	1	\$ <u>650.16</u>	\$ <u>650.16</u>
15.	Complete New 10" Model 61-02 150lb Flanged/Epoxy Coated, Stainless Steel Trim, Complete Stainless Steel Pilot System, Opening & Closing Speed Controls, Up Stream & Downstream Pressure Gauges, X105 Limit Switch Assembly	EA	1	\$ <u>24,092.00</u>	\$ <u>24,092.00</u>
<u>Model 90-01</u>					
16.	Repair 6" Pressure Control Valve Rubber Rebuilds for Main Valve and Pilot	EA	5	\$ <u>391.68</u>	\$ <u>1,958.40</u>
17.	Repair 8" Pressure Control Valve Rubber Rebuilds for Main Valve and Pilot	EA	5	\$ <u>449.28</u>	\$ <u>2,246.40</u>
18.	Repair 10" Pressure Control Valve Rubber Rebuilds for Main Valve and Pilot	EA	5	\$ <u>666.00</u>	\$ <u>3,330.00</u>

CITY OF SANTA ANA
RFP NO.: 24-050
FLOW CONTROL VALVE MAINTENANCE PROGRAM

19.	Repair 12" Pressure Control Valve Rubber Rebuilds for Main Valve and Pilot	EA	5	\$ <u>763.92</u>	\$ <u>3,814.60</u>
20.	Repair 14" Pressure Control Valve Rubber Rebuilds for Main Valve and Pilot	EA	2	\$ <u>1,226.16</u>	\$ <u>2,452.32</u>
21.	Repair 16" Pressure Control Valve Rubber Rebuilds for Main Valve and Pilot	EA	2	\$ <u>1,298.88</u>	\$ <u>2,597.76</u>
22.	Complete New 6" Model 90-01 150lb Flanged/Epoxy Coated, Stainless Steel Trim, Complete Stainless Steel Pilot System, Opening & Closing Speed Controls, Up Stream & Downstream Pressure Gauges, X101 Valve Position Indicator	EA	2	\$ <u>8,785.00</u>	\$ <u>17,570.00</u>
23.	Complete New 8" Model 90-01 150lb Flanged/Epoxy Coated, Stainless Steel Trim, Complete Stainless Steel Pilot System, Opening & Closing Speed Controls, Up Stream & Downstream Pressure Gauges, X101 Valve Position Indicator	EA	2	\$ <u>12,785.00</u>	\$ <u>25,570.00</u>
24.	Complete New 10" Model 90-01 150lb Flanged/Epoxy Coated, Stainless Steel Trim, Complete Stainless Steel Pilot System, Opening & Closing Speed Controls, Up Stream & Downstream Pressure Gauges, X101 Valve Position Indicator	EA	2	\$ <u>16,555.00</u>	\$ <u>33,110.00</u>
25.	Complete New 12" Model 90-01 150lb Flanged/Epoxy Coated, Stainless Steel Trim, Complete Stainless Steel Pilot System, Opening & Closing Speed Controls, Up Stream & Downstream Pressure Gauges, X101 Valve Position Indicator	EA	2	\$ <u>24,831.00</u>	\$ <u>49,662.00</u>
26.	Complete New 14" Model 90-01 150lb Flanged/Epoxy Coated, Stainless Steel Trim, Complete Stainless Steel Pilot System, Opening & Closing Speed Controls, Up Stream & Downstream Pressure Gauges, X101 Valve Position Indicator	EA	2	\$ <u>40,848.00</u>	\$ <u>81,696.00</u>
27.	Complete New 16" Model 90-01 150lb Flanged/Epoxy Coated, Stainless Steel Trim, Complete Stainless Steel Pilot System, Opening & Closing Speed Controls, Up Stream & Downstream Pressure Gauges, X101 Valve Position Indicator	EA	2	\$ <u>43,884.00</u>	\$ <u>87,768.00</u>

CITY OF SANTA ANA
RFP NO.: 24-050
FLOW CONTROL VALVE MAINTENANCE PROGRAM

Model 100-01

28.	Repair 8" Pressure Control Valve Rubber Rebuilds for Main Valve and Pilot	EA	2	\$ <u>350.64</u>	\$ <u>701.28</u>
29.	Repair 10" Pressure Control Valve Rubber Rebuilds for Main Valve and Pilot	EA	2	\$ <u>524.16</u>	\$ <u>1,048.32</u>
30.	Repair 12" Pressure Control Valve Rubber Rebuilds for Main Valve and Pilot	EA	2	\$ <u>707.76</u>	\$ <u>1,415.52</u>
31.	Repair 14" Pressure Control Valve Rubber Rebuilds for Main Valve and Pilot	EA	2	\$ <u>1,200.24</u>	\$ <u>2,400.48</u>
32.	Repair 16" Pressure Control Valve Rubber Rebuilds for Main Valve and Pilot	EA	2	\$ <u>1,275.84</u>	\$ <u>2,551.68</u>
33.	Complete New 8" Model 100-01 150lb Flanged/Epoxy Coated, Stainless Steel Trim, Complete Stainless Steel Pilot System, Opening & Closing Speed Controls, Up Stream & Downstream Pressure Gauges, X101 Valve Position Indicator	EA	2	\$ <u>9,074.00</u>	\$ <u>18,148.00</u>
34.	Complete New 10" Model 100-01 150lb Flanged/Epoxy Coated, Stainless Steel Trim, Complete Stainless Steel Pilot System, Opening & Closing Speed Controls, Up Stream & Downstream Pressure Gauges, X101 Valve Position Indicator	EA	2	\$ <u>13,322.00</u>	\$ <u>26,644.00</u>
35.	Complete New 12" Model 100-01 150lb Flanged/Epoxy Coated, Stainless Steel Trim, Complete Stainless Steel Pilot System, Opening & Closing Speed Controls, Up Stream & Downstream Pressure Gauges, X101 Valve Position Indicator	EA	2	\$ <u>21,827.00</u>	\$ <u>43,654.00</u>
36.	Complete New 14" Model 100-01 150lb Flanged/Epoxy Coated, Stainless Steel Trim, Complete Stainless Steel Pilot System, Opening & Closing Speed Controls, Up Stream & Downstream Pressure Gauges, X101 Valve Position Indicator	EA	2	\$ <u>38,178.00</u>	\$ <u>76,356.00</u>
37.	Complete New 16" Model 100-01 150lb Flanged/Epoxy Coated, Stainless Steel Trim, Complete Stainless Steel Pilot System, Opening & Closing Speed Controls, Up Stream & Downstream Pressure Gauges, X101 Valve Position Indicator	EA	2	\$ <u>40,880.00</u>	\$ <u>81,760.00</u>

CITY OF SANTA ANA
RFP NO.: 24-050
FLOW CONTROL VALVE MAINTENANCE PROGRAM

38. Discount off list price on unforeseen replacement parts

%

N/A

28 %

Total

\$ 1,080,828.56