



**WEST VALLEY WATER DISTRICT  
855 W. Base Line Road Rialto, CA**

**ENGINEERING AND PLANNING COMMITTEE MEETING  
AGENDA**

**WEDNESDAY, FEBRUARY 13, 2019 - 6:00 PM**

**NOTICE IS HEREBY GIVEN** that West Valley Water District has called a meeting of the Engineering and Planning Committee to meet in the Administrative Conference Room, 855 W. Base Line Road, Rialto, CA 92376.

- 1. CONVENE MEETING**
- 2. PUBLIC PARTICIPATION**

*The public may address the Board on matters within its jurisdiction. Speakers are requested to keep their comments to no more than three (3) minutes. However, the Board of Directors is prohibited by State Law to take action on items not included on the printed agenda.*

- 3. DISCUSSION ITEMS**
  - a. Update from Engineering and Planning Committee
  - b. Consider Sole Source Purchasing of Rotork Actuators and Plant Valves for the Oliver P. Roemer Water Treatment Facility.
  - c. Consider an Agreement with Merlin Johnson Construction, Inc. for Water Valve Replacement Project.
  - d. Mid-Year Budget Review
- 4. ADJOURN**

**DECLARATION OF POSTING:**

**I declare under penalty of perjury, that I am employed by the West Valley Water District and posted the foregoing Engineering/Planning Agenda at the District Offices on February 8, 2018.**

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Crystal L. Escalera, Board Secretary



**BOARD OF DIRECTORS  
ENGINEERING AND PLANNING COMMITTEE  
STAFF REPORT**

**DATE:** February 13, 2019  
**TO:** Engineering and Planning Committee  
**FROM:** Clarence Mansell Jr., Interim General Manager  
**SUBJECT:** CONSIDER SOLE SOURCE PURCHASING OF ROTORK ACTUATORS AND PLANT VALVES FOR THE OLIVER P. ROEMER WATER TREATMENT FACILITY

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**BACKGROUND:**

The Oliver P. Roemer Water Treatment (Roemer) Plant provides high quality drinking water and is the major source of the District's domestic water supply in the northern system. This 14.4-million-gallon-a-day surface water treatment plant is operated primarily through a sophisticated computer technology, the Supervisory Control and Data Acquisition (SCADA) system, which automates the water treatment processes. The automatic process includes remotely controlling the electronic valve actuators, which remotely operate associated valves, controlling water flows within the plant. District staff has identified a number of deteriorated and inoperable actuators and valves in need of replacement. As part of the scope for this project, a total of six (6) aging valves and associated actuators will be replaced. The overall goals of this project are to improve water treatment plant reliability and uptime and to increase the longevity of the water system assets.

**DISCUSSION:**

The actuators being replaced are 25 years old, and they are pneumatic double acting piston actuators. The newest rotary vane actuators exceed all other types of ¼ turn actuators including double acting piston in control, repeatability, and longevity. With the fluid rotary motion of these rotary actuators, District staff will be able to control plant flows more precisely with less power consumption, maintenance, and repair. There are two major manufacturers of this type of actuator, Rotork and Kinetrol. District staff researched both products and found that the Rotork actuator is a more robust, efficient product with thicker casings, less voids, lack of plastic internal parts, and fully complies with American Water Works Association (AWWA) C540, Standard for Power-Actuating Devices for Valves and Slide Gates. Rotork offers a 3-year full warranty and is manufactured in the USA. Kinetrol offers a 1-year warranty and is manufactured in the Great Britain.

Southwest Valve & Equipment is Rotork's exclusive representative for K-Tork Pneumatic Actuators in Southern California. The purchase of Rotork actuators and plant valves with mounting adapter without formal competitive bidding will be in the best interests of the District. Attached as **Exhibit A** is the Sole Source Justification Form.

Below is a summary of the product information.

Southwest Valve & Equipment		
Quantity	Description	Cost
6	Rotork's K-Tork Pneumatic Actuator	\$63,570.00
6	12-inch Plant Valve with Mounting Adapter that connects to the Actuator	
Sales Tax 7.75%		\$4,926.68
<b>Total</b>		<b>\$68,496.68</b>

**FISCAL IMPACT:**

This item is included in the Fiscal Year 2018/19 Operating Budget and will be funded from account number 011-5390-532.43-05 titled "Repair & Maintenance/Structures/Facility" with a budget of \$163,000.00.

**STAFF RECOMMENDATION:**

Staff recommends that the Engineering and Planning Committee approve the purchase of Rotork Actuators and Plant Valves in the amount of \$68,496.68 from Southwest Valve & Equipment and submit this item for consideration by the full Board of Directors at a future meeting.

Respectfully Submitted,




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Clarence Mansell Jr., Interim General Manager

CM:jc

**ATTACHMENT(S):**

1. Exhibit A - Sole Source Justification Form
2. Exhibit B - Sole Authorized Manufacturer and Direct Distributor Letter
3. Exhibit C - Pricing Quotation
4. Exhibit D - Vane Actuator Comparison

# EXHIBIT A

# Sole Source Justification

**1. Why do we need to acquire the goods and services?**

These goods are necessary to safely and efficiently operate the Oliver P. Roemer Water Treatment Plant. The older actuators are 25 years old and are in poor condition. These actuators are not capable of being automated into the most complex Supervisor Control and Data Acquisition (SCADA) systems.

**2. Why are the goods or services the only ones that can meet your needs?**

This product is a newer technology that was not around when the plant was engineered. They have been used in water systems for the past twenty years and are now the industry standard in modulating pneumatic flow control. West Valley Water District has started to utilize Rotrok's actuators in 2017.

**3. Were alternative goods/services evaluated? If yes, why are those unacceptable?**

Yes, other types of actuators were considered but did not meet our continuous duty needs. Other rotary vane manufacturers were considered as well but did not have the quality or warranty that Rotrok provides.

**4. What efforts were made to get the best price?**

This is a sole source product and is only purchased on the west coast through Southwest Valve Company. We have lumped the valves into a larger order so that we could get a better price through quantity.

**5. Why is price fair and reasonable?**

This actuator is among the most robust and reliable in the market and we are getting it at a competitive price.

**6. What impact is there if the sole source is not used?**

The District has started to utilize Rotrok's actuators in 2017. If Rotrok's actuators are not selected, a lesser grade product that is less reliable would cause more plant or process shutdowns for repairs.

**Recommendation:**

Supervisor/Department Head Signature: Joanne Chan Date: 8/16/2018

Supervisor/Department Head Print Name: Joanne Chan

General Manager Signature: Clarence C Mansell, Jr. Date: 08/21/18

General Manager Print Name: Clarence C. Mansell, Jr.



## Sole Source Justification

### Architectural Services for Customer Service and Administration Foyer Renovations

**1. Why do we need to acquire the goods and services?**

These goods are necessary to safely and efficiently operate our Roemer Water Treatment Plant. They are to replace aging equipment and they also are capable of being automated into the most complex SCADA systems.

**2. Why are the goods or services the only ones that can meet your needs?**

This product is a newer technology that was not around when the plant was engineered. They have been used in water systems for the past twenty years and are now the industry standard in modulating pneumatic flow control.

**3. Were alternative goods/services evaluated? If yes, why are those unacceptable?**

Yes. Other types of actuators were considered but did not meet our continuous duty needs. Other rotary vane manufacturers were considered as well but did not have the quality or warranty that this provides.

**4. What efforts were made to get the best price?**

This is a sole source product and is only purchased on the west coast through Southwest Valve Company. We have lumped the valves into a larger order so that we could get a better price through quantity.

**5. Why is price fair and reasonable?**

This actuator is among the most robust and reliable in the market and we are getting it at a competitive price.

**6. What impact is there if the sole source is not used?**

We would allow competitors with a lesser grade product compete, which in turn would give us a less reliable product that controls the heart of the treatment plant.

**Recommendation:**

Supervisor/Department Head Signature: Joanne Chan Date: 12-18-2017

Supervisor/Department Head Print Name: Joanne Chan

General Manager Signature: [Signature] Date: 12-18-17

General Manager Print Name: Robert Christman

# EXHIBIT B

**To:** Joanne Chan  
Operations Manager. West Valley Water District

**Subject:** K-Tork Representation in Southern California

08/16/2018

Rotork Controls, Inc.  
1460 Cader Lane, Suite A  
Petaluma, CA 94954  
tel: +1 707 769 4880  
fax: +1 866 269 9577  
[www.rotork.com](http://www.rotork.com)  
[info@rotork.com](mailto:info@rotork.com)

Dear Joanne,

This letter is to confirm that as of today, Southwest Valves and Equipment [www.southwestvalve.com](http://www.southwestvalve.com) is Rotork's exclusive representative for K-Tork Pneumatic Vane Actuators in Southern California Counties, including West Valley Water District.

Best Wishes,

Adam Moe Tahhan

Rotork West Coast General Manager



# EXHIBIT C



### **Southwest Valve Terms and Conditions of Quotation**

1. Unless stated otherwise, the terms and conditions of the manufacturers listed herein will apply to this quotation
2. All items listed are based on Southwest Valve's interpretation of the requirements in accordance with the plans and specifications. No warranty is made regarding quantities, materials of construction or type of materials quoted.
3. Shipping dates are approximate and are based on dates provided by the manufacturers at time of bid
4. Any materials not specifically quoted are to be supplied by others.
5. Operation, Installation and Maintenance of materials quoted are the responsibility of the owner or contractor  
Unless specified otherwise, all actuators will be mounted in the manufacturers facility. Orientation of the actuators in the responsibility of the owner, contractor or client prior to release of material for fabrication.
6. Unless stated otherwise, start-up and training are not included.
7. Unless stated otherwise, sales tax, freight, fees or duties are not included
8. Any attachments or listed documents are considered a part of this quotation
9. We retain the right to modify this quote if any changes are made to the plans and/or specifications. Where materials listed in this quotation differ from the specifications we retain the right to offer a revised quotation.

# EXHIBIT D

## Vane Actuator Comparison

FEATURE	K-TORK	KINETROL	COMMENTS
Integral NAMUR solenoid mounting pad	Yes	No	Provides user flexibility and eliminates fittings & tubing
Integral NAMUR VDI/VDE 3845 accessory top works mounting pad	Yes	No	Provides user flexibility and use of standard brackets for limit switch and positioner controls
Steel side plates	Yes	No	Longer lasting material
Made in the USA	Yes	No	
Max. Working Pressure Rating	150 PSI	100 PSI	K-TORK meets AWWA C-540 Standards
Output Drive Shaft Construction	High-tensile alloy steel, electroless-nickel plated	Ductile Iron	K-TORK drive shaft suitable for higher torque outputs and enhanced corrosion resistance
Cavities in case half casting	No	Yes	Cavities collect atmospheric liquid ambient corrosives such as caustic wash down
Warranty	3 Years	1 Year	Performance Guarantee

**Rotork's K-TORK**



**KINETROL**





**BOARD OF DIRECTORS  
ENGINEERING AND PLANNING COMMITTEE  
STAFF REPORT**

**DATE:** February 13, 2019  
**TO:** Engineering and Planning Committee  
**FROM:** Clarence Mansell Jr., Interim General Manager  
**SUBJECT:** CONSIDER AN AGREEMENT WITH MERLIN JOHNSON  
 CONSTRUCTION, INC. FOR WATER VALVE REPLACEMENT  
 PROJECT

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**BACKGROUND:**

To ensure water system isolation capability and to facilitate emergency response actions, the District has implemented a proactive Valve Turning & Maintenance Program that requires all distribution system valves, hydrant valves, air relief valves and blow-off valves to be inspected and operated on a regular basis. District staff has identified a number of deteriorated and inoperable valves in need of replacement. As part of the scope for this project, a total of four (4) aging valves, ranging in size from 6 inches up to 8 inches, will be replaced in various locations. The work consists of cutting thru asphalt, excavating, removing the existing valves, installing new valves, backfilling, compaction testing and permanently paving the affected areas. The execution of this project helps to achieve the Valve Turning & Maintenance Program to improve water service reliability and to increase the longevity of the water distribution system.

**DISCUSSION:**

On January 9, 2019, a Request for Bids (“RFB”) was issued and advertised to prequalified contractors on PlanetBids. Four (4) firms – Merlin Johnson Construction, Inc. (“MJC”), EL-CO Contractors Inc. (“ECC”), TK Construction (“TKC”), and C.P. Construction Co., Inc. (“CPC”) – submitted bids to provide the specified services. Attached as **Exhibit A** is the RFB for Valve Replacement Project. The four bids were as follows:

Merlin Johnson Construction, Inc.	EL-CO Contractors Inc.	TK Construction	C.P. Construction Co., Inc.
<b>\$48,172.00</b>	\$66,500.00	\$78,000.00	\$82,500.00

Based on information received, District staff found the lowest cost bid submitted by Merlin Johnson Construction, Inc. to be in conformance with the requirements of the project. Attached as **Exhibit B** are the bids submitted by MJC, ECC, TKC and CPC.

**FISCAL IMPACT:**

This item is included in the Fiscal Year 2018/19 Capital Budget and will be funded from project

number W19014 titled “Annual R/R – System Valve Replacement”, which has available funds in the amount of \$150,000.00.

**STAFF RECOMMENDATION:**

Staff recommends that the Engineering and Planning Committee approve an Agreement with Merlin Johnson Construction, Inc. for the Valve Replacement Project and submit this item for consideration by the full Board of Directors at a future meeting.

Respectfully Submitted,



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Clarence Mansell Jr., Interim General Manager

CM:jc

**ATTACHMENT(S):**

1. Exhibit A - RFB for Valve Replacement Project
2. Exhibit B - MJC Bid, ECC Bid, TKC Bid and CPC Bid



# EXHIBIT A



## REQUEST FOR BIDS (BID) Valve Replacement

### **INVITATION**

The West Valley Water District ("District") is seeking the services of a qualified, experienced contractor to furnish all labor, material and equipment, perform and complete all work required for the valve replacement project.

All Bids are to be submitted on Planet Bids. No bids shall be submitted after **4:00 p.m. on Wednesday, January 23, 2019**. Late qualification documents will not be accepted.

During the RFB process, contractors shall direct all questions on Planet Bids. Any other inquiries, requests, addendums will be facilitated solely through Planet Bids. Responses to questions received four (4) days prior to the RFP deadline will not be available. If there is any revision to the RFP, an addendum will be issued on Planet Bids (PB) and made available to all firms receiving RFP documents.

**BACKGROUND**

West Valley Water District (“District”) is a County Water District, a public agency of the State of California, organized and existing under the County Water District Law (Division 12, Section 30000 of the Water Code) of the State of California. The District serves water to over 20,000 connections within the Cities of Rialto, Fontana, Colton, Jurupa Valley (Riverside County) and to unincorporated areas of San Bernardino County. The District’s service area includes a large amount of undeveloped land which is described in various specific plans.

The District’s distribution system includes eight pressure zones which are divided into a northern and southern system with the City of Rialto serving the area in between. The system includes 72.61 million gallons of storage capacity, 12 booster pump stations, 17 active production wells, several treatment facilities and over 150 miles of transmission lines.

Water supplies include groundwater from District wells in 4 groundwater basins, from imported State Water Project water and Lytle Creek surface flows treated at the Oliver P. Roemer Water Filtration Facility, from water purchased through the Base Line Feeder pipeline and from groundwater treated at our new Groundwater Wellhead Treatment System.

**PROJECT BACKGROUND**

To ensure system isolation capability and facilitate emergency response actions, the District has developed a proactive valve maintenance program to inspect and operate distribution and transmission valves, hydrant valves, air valves and blow-off valves on a regular basis. District staff has identified four (4) broken valves that need to be replaced.

The purpose of this RFB is to solicit bids from qualified contractors to remove and replace various sizes of the identified four (4) broken valves throughout the District’s distribution system. The work will consist of cutting thru asphalt, excavating, removing the existing valves, replacing the valves with new valves without damaging the surrounding structures and piping, backfilling, compaction testing and permanently paving the affected areas.

**SCHEDULE OF EVENTS**

1/9/2019	Issuance of Request for Bids
1/16/2019	Deadline for Written Questions
1/23/2019	Bids Due by 4:00 PM
2/21/2019	District Approval of Contract (est. date)
3/1/2019	Issuance of Notice-to-Proceed (est. date)

**SCOPE OF WORK**

Although the District is attempting to identify the limits and services required, this should not unnecessarily limit the firm in the development of a scope it believes is necessary to meet the District’s goals and objectives.

The four (4) broken gate valves, ranging in size from 6-inch to 8-inch, are to be replaced with new gate valves. All new valves must meet District Standards and approved by District staff. These valves are located in various pressure zones in the District’s distribution system and in various jurisdictions. The successful contractor shall furnish all labor, materials, valves, transportation, tools, supplies, equipment and appurtenances, and obtain related permits for the satisfactory completion of the valve replacement project.

Below is **Table A** summarizes the size, location and depth of valves to be replaced. Attached as **Exhibit A** is the atlas sheets J-20, J-13, F-37 and B-37 showing the locations.

**Table A – Phase I Waterline Valve Replacement**

No.	Location of Valve	Location	Size	Type	Atlas Map Loc.	Approximate Depth to Top of Valve
	<b>Broken / Inoperable</b>					
1	Marygold Ave. & Larch Ave. (Valve # 25) on 6” Asbestos Cement Pipe (ACP)	Bloomington	6"	Gate	J-20	23"
2	5 <sup>th</sup> Street & Cedar Ave. (Hydrant Valve # 12)	Bloomington	6"	Gate	J-13	27"
3	Via Bello Dr. & Live Oak Ave. (Hydrant Valve # 36)	Rialto	6"	Gate	F-37	37"
4	Vista Ln. & Tahan Way (Valve # 46) on 8” Cement Mortar Lined steel pipe (STL CML&C)	Fontana	8"	Gate	B-37	30"

All work shall conform to all applicable Industry, Federal, State and Local Laws, Codes, Ordinances, OSHA requirements and standards, and District’s standards for domestic water facilities. Attached as **Exhibit B** is the District Technical Specifications on earthwork, valves, valve boxes and covers, and air valves assemblies.

Contractor shall obtain all required permits such as encroachment, inspection, etc. with the local governing agencies.

Contractor shall obtain a soil compaction report from a soil engineer approved by the District and submit the report to the District.

Contractor shall restore affected area with permanent pavement in conformance with the local

Cities' standards for trench work.

Site protection /cleanup: Contractor is responsible for the proper handling of materials to include discard of debris and keeping the work site clean.

Contractor shall restore all areas and objects that were damaged or disrupted due to construction activities to a condition as good as existing prior to construction.

Contractor is responsible for providing and maintaining traffic control at the locations of the work site. Public travel through the work shall be impeded or obstructed as little as possible.

District staff will dewater the lines prior to installation. All valve operations to be conducted by District staff only.

### **WARRANTY REQUIREMENT**

Contractor shall provide a material and workmanship warranty of not less than 18 months.

### **BID REQUIREMENTS**

Although the District requires no specific format, this section is intended to provide guidelines to the firm regarding features that the District will look for and expect to be included in the bid.

#### **1. Content & Format**

The District requests that bids submitted be organized and presented in a neat and logical format and are relevant to these services. The contractors' bids shall be clear, accurate and comprehensive. Excessive or irrelevant material will not be favorably received.

Bids should include the following:

- Transmittal/offer letter signed by an individual authorized to act on behalf of the Firm.
- Index/Table of Contents.
- Project Approach & Scope of Work
- Statement of Qualifications, Experience, and Reference.
- Costs (not-to-exceed rate)

### **GENERAL REQUIREMENTS**

#### **1. Bids**

Bids must be submitted on blank forms prepared and furnished with this Request for Bids, for that purpose. Contractors may obtain copies of the specifications through the

District's Planet Bids (PB) electronic bidding system. Only bids submitted in electronic format through the District's PB site will be accepted.

## 2. Prevailing Wages

Contractors on this Work will be required to comply with the President's Executive Order No. 11246 (Equal Employment Opportunity Clause) as amended, California Government Code Section 12900 et. seq., California Labor Code Section 177.6 and implementing regulations concerning equal opportunity for Apprentices.

The Director of the Department of Industrial Relations has ascertained the general prevailing rate of per diem wages and the general rate for holiday and over-time work in the locality in which the work is to be performed for each craft or type of workmen needed to execute the Contract of Work as hereinafter set forth (see Labor Code 1770 et. seq., effective January 1, 1977). Copies of the rates are available online at <http://www.dir.ca.gov/oprl>. The successful Contractor shall provide a copy of such determinations to each crew working on this maintenance contract. Attention is called to the fact that not less than the minimum salaries and wages shall be paid on these Projects by all Contractors and Subcontractors.

Pursuant to Section 1740 of the California Labor Code, contractors are notified that the said wage rates shall be subject to modification to comply with revisions in Federal Minimum Wage schedules without necessity of republication.

## 3. Department of Industrial Relations Compliance

West Valley Water District requires all contractors/vendors to be registered with the State of California Department of Industrial Relations (DIR). This provision applies to all public works contracts in excess of \$15,000 or more. *Public Works* is defined as "construction, alteration, demolition and installation, or repair work (including maintenance) performed under a contract utilizing public funds." **All bidders or contractors must provide proof of registration with the DIR in their proposals or the bid will be rejected.**

## 4. Workers Compensation Clause

The Contractor and its Subcontractor(s) shall comply with the provisions of Section 3700 of the California Labor Code which requires every employer to be insured against liability for worker's compensation or to undertake self-insurance in accordance with the provisions of that code.

## 5. Payment

Payments will be made to the Contractor in accordance with the provisions of the specifications and on itemized estimates duly certified by the Contractor and approved by the District. Payment shall not be made more often than once each thirty (30) days.

## 6. Award and Execution

The award of contract, if made, will be made within thirty (30) calendar days from the date of the bid opening.

The Contractor shall execute the Agreement within fifteen (15) days from the date of the Notice of Award.

The Contractor shall receive the Notice to Proceed within ten (10) days from the date of the execution of the Agreement by the District and shall commence the maintenance work 10 days from the date of the Notice to Proceed. If at any time the Contractor fails to perform the scheduled work, the District shall be notified in writing of the reason why the work was not performed and an alternate date scheduled with District staff. If the Contractor fails to perform the scheduled maintenance for more than thirty days, they will be notified in writing of the District's intent to terminate the contract.

The District hereby reserves the right to reject any and all bids, to waive any irregularity, and to award the contracts to the lowest responsive responsible bidder. No bidder may withdraw his bid and the bid is to remain firm for a period of ninety (90) days after bid opening.

## 7. Contractual Documents

Contractual Documents, including specifications, may be downloaded through the District's Planet Bids (PB) System.

### **EVALUATION PROCESS AND SELECTION CRITERIA**

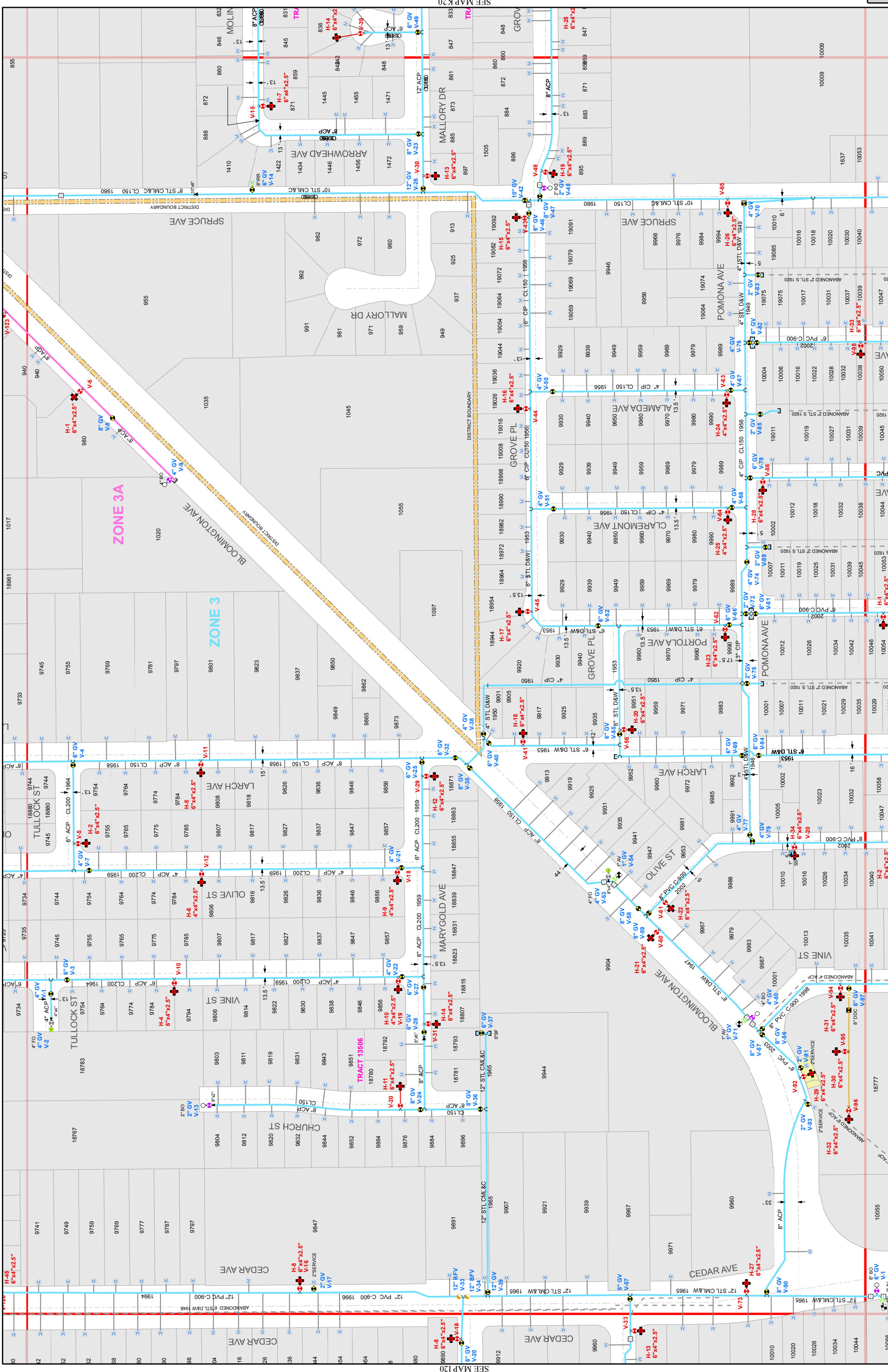
The District's evaluation and selection process is based upon meeting all requirements listed in the scope of work. The district reserves the right to award project to the lowest responsive bidder.

### **ATTACHMENTS**

Attachment A - Atlas Sheets J-20, J-13, F-37 and B-37



# ATTACHMENT A



SEE MAP J21

SEE MAP J20

**WATER ATLAS**

West Valley Water District

March 2018

J20

J20

SCALE: 1" = 200'  
NOT FOR CONSTRUCTION USE

0 200 400 Feet

West Valley Water District makes every effort to ensure this map is free of errors but does not warrant the map or its features are either spatially or temporally accurate or fit for a particular use. The District provides this map without any warranty of any kind whatsoever, either express or implied. However, notification of any errors will be appreciated.



400 Feet

200

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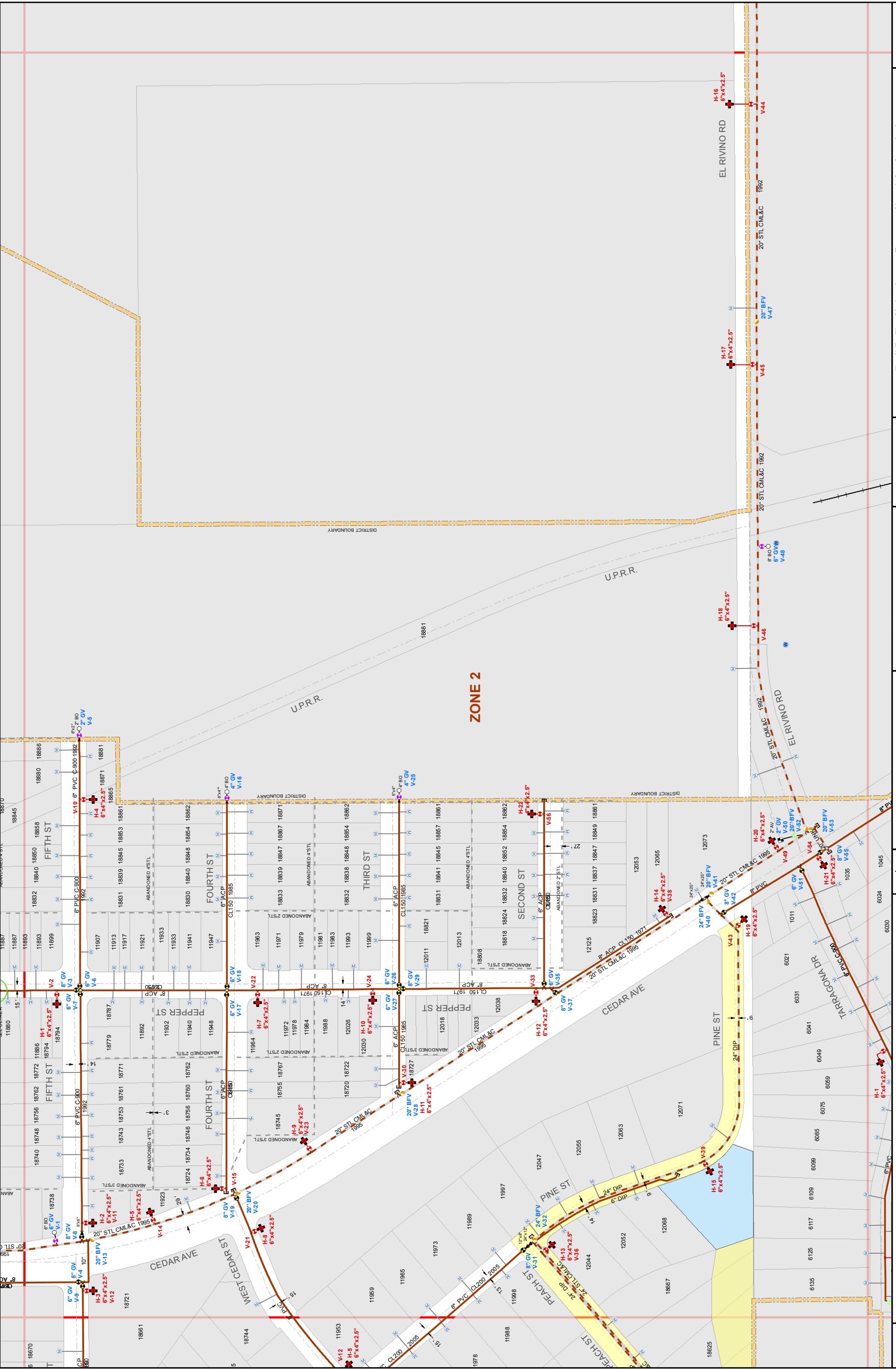
SCALE: 1" = 200'  
NOT FOR CONSTRUCTION USE

West Valley Water District makes every effort to ensure this map is free of errors but does not warrant the map or its features are either spatially or temporally accurate or fit for a particular use. The District provides this map without any warranty of any kind whatsoever, either express or implied. How ever, notification of any errors will be appreciated.

SEE MAP J12

SEE MAP K13

SEE MAP I13



SEE MAP J14





SEE MAP B38



SEE MAP A37

SEE MAP C37

3.c.a

B37

January 2018



WATER ATLAS



SCALE: 1" = 200'

NOT FOR CONSTRUCTION USE

0 200 400 Feet

B37

Packet Pg. 27

West Valley Water District makes every effort to ensure this map is free of errors but does not warrant the map or its features are either spatially or temporally accurate or fit for a particular use. The District provides this map without any warranty of any kind whatsoever, either express or implied. However, notification of any errors will be appreciated.

# EXHIBIT B

**Bid Results**

**Bidder Details**

**Vendor Name** Merlin Johnson Construction, Inc.  
**Address** P.O. Box 777  
 Mentone, CA 92359  
 United States  
**Respondee** Jake Johnson  
**Respondee Title** Vice President  
**Phone** 909-794-7702 Ext.  
**Email** jake.mjc@verizon.net  
**Vendor Type**

**Bid Detail**

**Bid Format** Electronic  
**Submitted** January 22, 2019 3:29:50 PM (Pacific)  
**Delivery Method**  
**Bid Responsive**  
**Bid Status** Submitted  
**Confirmation #** 164813  
**Ranking** 0

**Respondee Comment**

**Buyer Comment**

**Attachments**

File Title	File Name	File Type
Bond & Bid	WVWD - Valve Replacement (Bond & Bid).pdf	General Attachment

**Line Items**

Type	Item Code	UOM	Qty	Unit Price	Line Total	Discount	Comment
<b>Discount Terms</b> no discount							
<b>Section 1</b>							
1	Total Cost for Distribution System Valve Replacement	ea	1	\$48,172.0000	\$48,172.0000	\$48,172.0000	
				<b>Subtotal</b>	<b>\$48,172.0000</b>	<b>\$48,172.0000</b>	
				<b>Total</b>	<b>\$48,172.0000</b>	<b>\$48,172.0000</b>	



**BID BOND**

KNOWN ALL MEN BY THESE PRESENTS, that we, the undersigned, Merlin Johnson Construction, Inc., as Principal, and Developers Surety and Indemnity Company as Surety, are hereby held and firmly bound unto the WEST VALLEY WATER DISTRICT, as Owner in the penal sum of

Ten percent of the total amount bid by the Principal (10%) for the payment of which, will and truly to be made, we hereby jointly and severally bind ourselves, successors and assigns.

Signed this 18th day of January, 2019 .

This Condition of the above obligation is such that whereas the Principal has submitted to the WEST VALLEY WATER DISTRICT a certain Bid, attached hereto and hereby made a part hereof to enter into a contract in writing for: Valve Replacement - Replace 4 existing valves in various locations throughout the cities of Rialto, Bloomington and Fontana

**NOW THEREFORE,**

- a. If said Bid shall be rejected, or
- b. If said Bid shall be accepted and the Principal shall execute and deliver, within fifteen (15) days after acceptance, a contract in the form attached hereto (properly completed in accordance with said Bid) and shall furnish a Bond for his faithful performance of said Contract and for the payment of all persons performing labor or furnishing materials in connection therewith, the required Insurance Certificates, and shall in all other respects perform the agreement created by the acceptance of said Bid, then this obligation shall be void, otherwise the same shall remain in force and effect; it being expressly understood and agreed that the liability of the Surety for any and all claims hereunder shall, in no event, exceed the penal amount of this obligation as herein stated.

The Surety, for value received, hereby stipulates and agrees that the obligation of said Surety and its Bond shall be in no way impaired or affected by any extension of the time within which the Owner may accept such Bid; and said Surety does hereby waive notice of any such extension. In the event suit is brought upon this bond by the Obligee and judgement is recovered, the Surety shall pay all costs incurred by the Obligee in such suit, including a reasonable attorney's fee to be fixed by the Court.

IN WITNESS WHEREOF, the Principal and the Surety have hereunto set their hands and seals, and such of them as are corporations have caused their corporate seals to be hereto affixed and these presents to be signed by their proper officers, the day and year first set forth above.

Two Witnesses

\_\_\_\_\_  
\_\_\_\_\_

PRINCIPAL: Merlin Johnson Construction, Inc.

BY [Signature]

TITLE Vice President

ATTEST (If Corporation):

By \_\_\_\_\_

Title \_\_\_\_\_

(Corporate Seal)

ATTEST:  
By [Signature] Samantha Orf

Title Attorney-in-Fact

(Corporate Seal)

SURETY: Developers Surety and Indemnity Company

By [Signature] Shannon Lopez

Title Attorney-in-Fact

IMPORTANT: Surety companies executing Bonds must possess a certificate of authority from the California Insurance Commissioner authorizing them to write surety insurance defined in Section 105 of the California Insurance Code, and if the work or project is finances, in whole or in part, with federal grant or loan funds, must also appear on the Treasury Department's most current list (Circular 570 as amended).

THIS IS A REQUIRED FORM

**Any claims under this bond may be addressed to:**

(Name and Address of Surety)      Developers Surety and Indemnity Company  
PO Box 19725, Irvine, CA 92623  
\_\_\_\_\_

(Name and Address of Agent or representative in California, if different from above)      Blaine Williamson  
Same  
\_\_\_\_\_

(Telephone number of Surety and Agent or Representative in California)      800.223.2451  
\_\_\_\_\_

A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

### CALIFORNIA ALL PURPOSE ACKNOWLEDGMENT

State of California

County of San Bernardino

On January 18, 2019 before me Jeannie M. Hall, Notary Public,

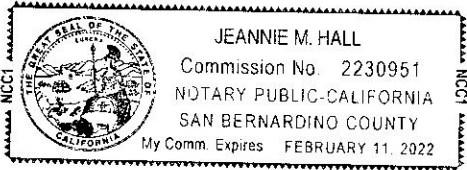
personally appeared Shannon Lopez,

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

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

Signature *Jeannie M. Hall* (Seal)



POWER OF ATTORNEY FOR  
DEVELOPERS SURETY AND INDEMNITY COMPANY  
INDEMNITY COMPANY OF CALIFORNIA  
PO Box 19725, IRVINE, CA 92623 (949) 263-3300

KNOW ALL BY THESE PRESENTS that except as expressly limited, DEVELOPERS SURETY AND INDEMNITY COMPANY and INDEMNITY COMPANY OF CALIFORNIA, do each hereby make, constitute and appoint:

\*\*\* George A. DeCristo, Shannon Lopez, Peter M. Davis, Samantha Orf, Epi Carter, Martin M. Davis, Elizabeth D. Kolpien, jointly or severally\*\*\*

as their true and lawful Attorney(s)-in-Fact, to make, execute, deliver and acknowledge, for and on behalf of said corporations, as sureties, bonds, undertakings and contracts of suretyship giving and granting unto said Attorney(s)-in-Fact full power and authority to do and to perform every act necessary, requisite or proper to be done in connection therewith as each of said corporations could do, but reserving to each of said corporations full power of substitution and revocation, and all of the acts of said Attorney(s)-in-Fact, pursuant to these presents, are hereby ratified and confirmed.

This Power of Attorney is granted and is signed by facsimile under and by authority of the following resolutions adopted by the respective Boards of Directors of DEVELOPERS SURETY AND INDEMNITY COMPANY and INDEMNITY COMPANY OF CALIFORNIA, effective as of January 1st, 2008.

RESOLVED, that a combination of any two of the Chairman of the Board, the President, Executive Vice-President, Senior Vice-President or any Vice President of the corporations be, and that each of them hereby is, authorized to execute this Power of Attorney, qualifying the attorney(s) named in the Power of Attorney to execute, on behalf of the corporations, bonds, undertakings and contracts of suretyship, and that the Secretary or any Assistant Secretary of either of the corporations be, and each of them hereby is, authorized to attest the execution of any such Power of Attorney,

RESOLVED, FURTHER, that the signatures of such officers may be affixed to any such Power of Attorney or to any certificate relating thereto by facsimile, and any such Power of Attorney or certificate bearing such facsimile signatures shall be valid and binding upon the corporations when so affixed and in the future with respect to any bond, undertaking or contract of suretyship to which it is attached.

IN WITNESS WHEREOF, DEVELOPERS SURETY AND INDEMNITY COMPANY and INDEMNITY COMPANY OF CALIFORNIA have severally caused these presents to be signed by their respective officers and attested by their respective Secretary or Assistant Secretary this 4th day of October, 2018.

By: Daniel Young  
Daniel Young, Senior Vice-President

By: Mark Larsdon  
Mark Larsdon, Vice-President



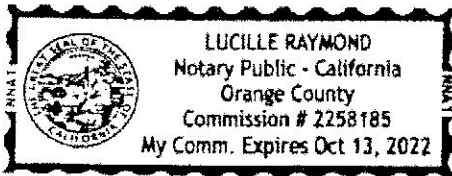
A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

State of California  
County of Orange

On October 4, 2018 before me, Lucille Raymond, Notary Public  
Date Here Insert Name and Title of the Officer

personally appeared Daniel Young and Mark Larsdon  
Name(s) of signer(s)

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



Place Notary Seal Above

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

Signature Lucille Raymond  
Lucille Raymond, Notary Public

CERTIFICATE

The undersigned, as Secretary or Assistant Secretary of DEVELOPERS SURETY AND INDEMNITY COMPANY or INDEMNITY COMPANY OF CALIFORNIA, does hereby certify that the foregoing Power of Attorney remains in full force and has not been revoked and, furthermore, that the provisions of the resolutions of the respective Boards of Directors of said corporations set forth in the Power of Attorney are in force as of the date of this Certificate.

This Certificate is executed in the City of Irvine, California, this 18<sup>th</sup> day of January 2019

By: Cassie J. Berrisford  
Cassie J. Berrisford, Assistant Secretary



**BID**

Proposal of Merlin Johnson Construction, Inc  
hereinafter called "Bidder", organized and existing under the laws of the State of California, doing  
business as (a corporation), (a partnership) or (an individual)

Corporation \*

To the WEST VALLEY WATER DISTRICT, hereinafter called "District":

In compliance with your Request for Proposal and Information for Bidders, Bidder hereby  
proposes to perform all work for the "Service Lateral Replacement" per attached Proposal in  
strict accordance with the Contract Documents, within the time set forth therein, and at the prices  
stated herein.

By submission of this Bid, each bidder certifies, and in the case of a joint bid each party thereto  
certifies as to his own organization that this Bid has been arrived at independently, without  
consultation, communication, or agreement as to any matter relating to this Bid with any other  
Bidder or with any competitor.

Bidder hereby agrees to commence work under this contract on or before a date to be specified in  
the Notice to Proceed and to fully complete the Project within 30 calendar days thereafter.

Bidder agrees with the District that if the Project is not fully completed within said time, he will  
pay as liquidated damages, the sum of \$100 for each consecutive calendar day  
, and that this amount shall be presumed to be the amount of damages sustained by District in the  
event of such a breach by Bidder, as it would be impracticable or extremely difficult to fix the  
actual damage.

\* Select applicable one

RESPECTFULLY SUBMITTED:

John Johnson  
Signature

P.O. Box 77, Mentone CA 92359  
Address

Vice President  
Title

1/22/19  
Date

467356  
Contractor's License No.

A  
Type of License

33-0074156  
Federal I.D. No.

\_\_\_\_\_

(Seal - if Bid is by a corporation) ATTEST

\_\_\_\_\_

**DESIGNATION OF SUBCONTRACTORS**

In compliance with the provisions of Section 4100 et. seq., of the Public Contract Code of the State of California, and any amendments thereof, each Bidder shall set forth below, the name and location of the place of business of each subcontractor who will perform work or labor, or render service to the Contractor in an amount in excess of one-half (1/2) of one (1) percent of the total Bid, and the portion of the Work which will be done by each Subcontractor.

If the Contractor fails to specify a Subcontractor for any portion of the Work in excess of one-half (1/2) of one (1) percent of the total Bid to be performed under the Contract, he shall be deemed to have agreed to perform such portions himself and he shall not be permitted to subcontract that portion of the Work except under conditions permitted by law.

Subletting or subcontracting of any portion of the Work as to which no Subcontractor was designated in the original Bid shall only be permitted in case of public emergency or necessity or otherwise permitted by law, and then only after a finding reduced to writing as a public record of the Owner.

<u>Trade</u>	<u>% of Work To Be Done</u>	<u>Subcontractor - Address</u>
Soils Tech	8%	Terricon Consultants Inc 1355 E. Cooley Dr, Ste C, Colton, CA 92324



**LISTING OF MANUFACTURERS**

The Contractor shall submit this sheet with his Bid, completed to list the manufacturers of materials he intends to use. It shall be understood that where the Contractor elects not to use the material manufacturers called for in the Specifications he will substitute only items of equal quality, durability, functional character and efficiency as determined by the Project Manager. The Contractor should ascertain prior to bidding the acceptability of substitutes. Only one manufacturer shall be listed for each item.

<b><u>Item or Material</u></b>	<b><u>Manufacturer</u></b>
Valve	Mueller
FCA	Romas

No change shall be allowed of any material manufacturer listed after receipt of Bids unless the manufacturer so listed cannot furnish materials meeting the Specifications. Should such change be allowed, there will be no increase in the amount of the Bid originally submitted.

**CERTIFICATION**

Labor Code - Section 1861

I, the undersigned Bidder, am aware of the provisions of Section 3700 et. seq. of the Labor Code which requires every employer to be insured against liability for workers compensation or to undertake self-insurance in accordance with the provisions of that code, and I, will comply with such provisions before commencing the performance of the Work of this Contract.

BIDDER:

Merlin Johnson Construction, Inc  
Company Name

Jake Johnson  
Signature of Authorized Representative

Jake Johnson  
Name (Please Type)

Vice President  
Title

**CERTIFICATION OF  
NONDISCRIMINATION IN EMPLOYMENT**

The Bidder represents that he has (X), has not ( ) participated in a previous contract or subcontract subject to either the equal opportunity clause herein or the clause contained in Section 202 of Executive Order 11246; and that he has (X), has not ( ) filed all required compliance reports; and representation indicating submission of required compliance reports, signed by proposed subcontractors, will be obtained prior to subcontract awards.

On behalf of the bidder making this proposal, the undersigned certifies that there will be no discrimination in employment with regards to ethnic group identification, color, religion, sex, age, or physical or mental disability, or national origin; that all federal, state, and local directives and executives orders regarding non discrimination in employment will be demonstrated positively and aggressively.

**BIDDER:**

Merlin Johnson Const, Inc  
Company Name

Jake Johnson  
(Signature)

Jake Johnson  
(Type Name)

Vice President  
(Title)

**CONTRACTOR'S LICENSING STATEMENT**

I, the undersigned Contractor, am aware of Business and Profession Code Section 7028.15 and understands the information shown below shall be included with the bid. Any bid not containing this information, or information is subsequently proven to be false shall be considered non-responsive and shall be rejected.

Name of Contractor Merlin Johnson Construction, Inc

Business Address P.O. Box 777

Mentone, CA 92359

Corporation organized under the laws of the State of CA

State License No. 467306

State License Classification A

State License Expiration Date 12/31/2020

I certify under penalty of perjury under the laws of the State of California that the representations made in this bid are true and correct.

SIGNED 

TITLE Vice President

DATE 1/22/19

**NON-COLLUSION AFFIDAVIT  
(PUBLIC CONTRACT CODE SECTION  
7106)**

This document is to be included, executed, and returned with bid.

Jake Johnson, being first duly sworn, deposes and says that he or she  
is Vice President (Title)

of Merlin Johnson Construction, Inc.  
(Company Name)

the party making the foregoing Bid; that the Bid is not made in the interest of or on behalf of any undisclosed person, partnership, company association, organization, or corporation; that the Bid is genuine and not collusive or sham; that the bidder has not directly or indirectly induced or solicited any other Bidder to put in a false or sham Bid, and has not directly or indirectly colluded, conspired, connived, or agreed with any Bidder or anyone else to put in a sham Bid, or that anyone shall refrain from bidding; that said Bidder has not in any manner, directly or indirectly, sought by agreement, communication, or conference with anyone to fix the Bid Price of the Bidder or any other Bidder, or to fix any overhead, profit, or cost element of the Bid Price, or of that of any other Bidder, or to secure any advantage against the public body awarding the Contract or anyone interested in the proposed Contract; that all statements contained in the Bid are true; and, further, that the Bidder has not, directly or indirectly, submitted his or her Bid Price or any breakdown thereof, or the contents thereof, or divulged information or data relative thereto, or paid and will not pay any fee to any corporation, partnership, company, association, organization, bid depository, or to any member or agent thereof, to effectuate a collusive or sham bid.

Signed: Jake Johnson  
Vice President  
Title

**Bid Results**

4 Bid Results

**Bidder Details**

**Vendor Name** EL-CO Contractors Inc.  
**Address** 1995 Nolan St.  
 San Bernardino, CA 92407  
 United States  
  
**Respondee** John Wiles  
**Respondee Title** General Manager  
**Phone** 909-887-2610 Ext.  
**Email** jwileselco@verizon.net  
**Vendor Type** CADIR

**Bid Detail**

**Bid Format** Electronic  
**Submitted** January 23, 2019 3:05:54 PM (Pacific)  
**Delivery Method**  
**Bid Responsive**  
**Bid Status** Submitted  
**Confirmation #** 164937  
**Ranking** 0

**Respondee Comment**

**Buyer Comment**

**Attachments**

File Title	File Name	File Type
WVWD General Attachments	WVWD General Attachments.pdf	General Attachment

**Line Items**

Discount Terms		no discount					
Type	Item Code	UOM	Qty	Unit Price	Line Total	Discount	Comment
<b>Section 1</b>							
1	Total Cost for Distribution System Valve Replacement						
		ea	1	\$66,500.0000	\$66,500.0000	\$66,500.0000	
				<b>Subtotal</b>	<b>\$66,500.0000</b>	<b>\$66,500.0000</b>	
				<b>Total</b>	<b>\$66,500.0000</b>	<b>\$66,500.0000</b>	

**Bid Results****Bidder Details**

**Vendor Name** TK Construction  
**Address** P.O. Box 9608  
San Bernardino, CA 92427  
United States

**Respondee** Patricia Kirtley  
**Respondee Title** Secretary/Treasurer  
**Phone** 909-473-8739 Ext.  
**Email** tntkirtley@msn.com  
**Vendor Type** CADIR

**Bid Detail**

**Bid Format** Electronic  
**Submitted** January 23, 2019 3:07:54 PM (Pacific)  
**Delivery Method**  
**Bid Responsive**  
**Bid Status** Submitted  
**Confirmation #** 164774  
**Ranking** 0

**Respondee Comment****Buyer Comment****Attachments**

File Title	File Name	File Type
Bid Forms	Bid Forms (Submitted).pdf	General Attachment

**Line Items****Discount Terms** no discount

Type	Item Code	UOM	Qty	Unit Price	Line Total	Discount	Comment
<b>Section 1</b>							
1	Total Cost for Distribution System Valve Replacement	ea	1	\$78,000.0000	\$78,000.0000	\$78,000.0000	
				<b>Subtotal</b>	<b>\$78,000.0000</b>	<b>\$78,000.0000</b>	
				<b>Total</b>	<b>\$78,000.0000</b>	<b>\$78,000.0000</b>	

**Bid Results**

**Bidder Details**

**Vendor Name** C.P. Construction Co., Inc.  
**Address** P.O. Box 1206  
 Ontario, CA 91762  
 United States  
  
**Respondee** Michael Pfister  
**Respondee Title** Secretary/Treasurer  
**Phone** 909-981-1091 Ext.  
**Email** mikep@cpconst.com  
**Vendor Type** CADIR

**Bid Detail**

**Bid Format** Electronic  
**Submitted** January 23, 2019 1:39:25 PM (Pacific)  
**Delivery Method**  
**Bid Responsive**  
**Bid Status** Submitted  
**Confirmation #** 164916  
**Ranking** 0

**Respondee Comment**

**Buyer Comment**

**Attachments**

File Title	File Name	File Type
Bid Forms	cpscanner_20190123_143656.pdf	General Attachment

**Line Items**

<b>Discount Terms</b>		no discount					
Type	Item Code	UOM	Qty	Unit Price	Line Total	Discount	Comment
<b>Section 1</b>							
1	Total Cost for Distribution System Valve Replacement						
		ea	1	\$82,500.0000	\$82,500.0000	\$82,500.0000	
				<b>Subtotal</b>	<b>\$82,500.0000</b>	<b>\$82,500.0000</b>	
				<b>Total</b>	<b>\$82,500.0000</b>	<b>\$82,500.0000</b>	