

CITY OF IMPERIAL



WASTEWATER TREATMENT PLANT HEADWORKS UPGRADE Bid No. 2015-08

AUGUST 2015

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CITY OF IMPERIAL 420 SOUTH IMPERIAL AVENUE, IMPERIAL, CALIFORNIA 92251
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BID INVITATION PACKAGE

CITY OF IMPERIAL
STATE OF CALIFORNIA

Wastewater Treatment Plant Headworks Upgrade

Bid Package Contents: (In this order please)

1. Notice and Invitation to Bidders;
2. Instructions to Bidders;
3. Bid Form;
4. Bid Bond;
5. List of Proposed Subcontractors;
6. Noncollusion Affidavit;
7. General Conditions;
8. Certificate Regarding Workers' Compensation;
9. Project Contract Execution Document;
10. Detailed Specifications;
11. Contract Drawings

TABLE OF CONTENTS

	<u>Page</u>
TABLE OF CONTENTS.....	TOC 1-4
NOTICE AND INVITATION TO BIDDERS.....	NTB-1-2
INSTRUCTIONS TO BIDDERS	ITB-1-7
BID FORM	BF-1-7
LIST OF PROPOSED SUBCONTRACTORS.....	1
BID BOND	BB-1
NONCOLLUSION AFFIDAVIT	1
GENERAL CONDITIONS	GC-1-15
WORKERS' COMPENSATION	1
EXECUTION DOCUMENT	1-2
SPECIAL REQUIREMENTS	SR-1-9
DETAILED SPECIFICATIONS	See Below

VOLUME 2A

DIVISION 1 – GENERAL REQUIREMENTS

011000	Summary of Work	6
013100	Project Management and Coordination	11
013200	Construction Progress Documentation	7
013300	Contractor Submittals	8
014000	Quality Requirements	8
014200	Abbreviations and Reference Standards	5
015000	Temporary Facilities and Controls.....	9
015050	Mobilization.....	1
015300	Protection of Existing Facilities.....	2
015600	Project Environmental Controls.....	5
016100	Product Requirements.....	4
016600	Equipment Testing and Plant Startup	2
017419	Construction Waste Management and Disposal	3
017500	Commissioning	20
017700	Closeout Procedures	6
017823	Operation and Maintenance Data.....	6
017839	Project Record Documents	3

DIVISION 2 – SITEWORK

020960	Temporary Bypass Pumping Systems	5
024110	Cutting and Patching.....	3

024116	Structure Demolition.....	5
<u>DIVISION 3 – CONCRETE</u>		
031100	Structural Cast-In-Place Concrete Forming.....	5
031500	Concrete Accessories.....	4
032000	Concrete Reinforcing.....	5
033000	Cast-in-Place Concrete	19
033500	Concrete Finishing.....	6
033900	Concrete Curing.....	4
<u>DIVISION 4 – MASONRY</u>		
042000	Masonry	11
<u>DIVISION 5 – METALS</u>		
051200	Structural Steel.....	18
055000	Metal Fabrications	9
055100	Metal Stairs.....	6
055213	Pipe and Tube Railings.....	6
055300	Metal Gratings	6
<u>DIVISION 6 – WOOD, PLASTICS AND COMPOSITES</u>		
061000	Rough Carpentry.....	5
061900	Prefabricated Timber Roof Trusses	2
<u>DIVISION 7 – THERMAL AND MOISTURE PROTECTION</u>		
074110	Formed Metal Roof & Wall Panels	4
076200	Sheet Metal Flashing and Trim.....	9
079200	Joint Sealants	5
<u>DIVISION 8 – OPENINGS</u>		
081113	Hollow Metal Doors and Frames.....	7
087100	Door Hardware	8
088000	Glazing.....	8
<u>DIVISION 9 – FINISHES</u>		
098000	Protective Coatings.....	27
099000	Architectural Paint Finishes.....	5
<u>DIVISION 10 – SPECIALTIES</u>		
104416	Fire Extinguishers.....	2
<u>DIVISION 13 – SPECIAL CONSTRUCTION</u>		
133400	Pre-Engineered Metal Building	9
<u>DIVISION 14 – CONVEYANCE EQUIPMENT</u>		
147000	Shaftless Screw Conveyor	10
<u>DIVISION 15 – OWNER FURNISHED EQUIPMENT</u>		
151100	Owner Furnished Equipment.....	8

VOLUME 2B

DIVISION 22 – PLUMBING

220050	General Pipes and Fittings	10
220513	Common Motor Requirements for Plumbing Equipment.....	7
220517	Sleeves and Sleeve Seals for Piping	3
220523	Valves	8
220529	Hangers and Supports for Piping and Equipment.....	8
220553	Identification for Piping and Equipment.....	4
221030	Ductile Iron Pipe	7
221040	Plastic Pipe.....	5
221050	High Density Polyethylene Pipe and Fittings	5
221060	Stainless Steel Piping and Tubing.....	3
221066	Pipeline Testing	8
221094	Rubber Hose	1
221116	Water Piping	14
221119	Water Piping Specialties	4
221316	Sanitary Waste and Vent Piping	8
221319	Sanitary Waste Piping Specialties	3
227575	Multi-Stage Centrifugal Pump System	3
227595	Hydro-Pneumatic Tank.....	2

DIVISION 23 – HEATING VENTILATING AND AIR CONDITIONING

230000	General Heating, Ventilation, and Air Conditioning	3
230513	Common Motor Requirements for HVAC Equipment	3
230700	Mechanical Insulation.....	4
230913	Temperature Controls and Instrumentation	3
233112	Ductwork Accessories	4
233400	Exhaust and Vent Fans	2
236200	Packaged Compressor and Condenser Units	4
237400	Packaged Cooling Systems	3

DIVISION 26 – ELECTRICAL

260000	General Electrical Requirements	10
260519	Low-Voltage Electrical Power Conductors and Cables.....	8
260523	Control-Voltage Electrical Power Cables	8
260526	Grounding and Bonding for Electrical Systems	6
260529	Hangers and Supports for Electrical Systems.....	6
260533	Raceways and Boxes for Electrical Systems	8
260534	Enclosures.....	2
260553	Identification for Electrical Systems.....	8
260753	Electrical Testing with Coordination Study.....	16
262200	Low-Voltage Transformers.....	2
262416	Panelboards.....	2
262726	Wiring Devices	8
262813	Fuses	4
262816	Enclosed Switches and Circuit Breakers	2
262819	Disconnect Switches	2
265000	Lighting.....	6

DIVISION 31 – EARTHWORK

311000	Site Clearing	4
312000	Earth Moving	11
312319	Dewatering.....	2
 <u>DIVISION 32 – EXTERIOR IMPROVEMENTS</u>		
321313	Concrete Paving.....	7
 <u>DIVISION 33 – UTILITIES</u>		
331400	Hydraulic Structures Testing	2
335100	Natural Gas Distribution	11
 <u>DIVISION 35 – WATERWAY CONSTRUCTION</u>		
352016	Fiberglass Reinforced Plastic Gates.....	7
 <u>DIVISION 40 – PROCESS INTEGRATION</u>		
409000	Instrumentation Control for Process Systems.....	16
409119	Physical Properties Process Measurement Devices	4
409123	Miscellaneous Properties Process Measurement Devices	6
 <u>DIVISION 46 – WATER AND WASTEWATER EQUIPMENT</u>		
460100	General Mechanical Requirements	11

NOTICE AND INVITATION TO BIDDERS

CITY OF IMPERIAL
STATE OF CALIFORNIA

Wastewater Treatment Plant Headworks Upgrade

NOTICE IS HEREBY GIVEN that sealed bids for the above project shall be received in the offices of the City Clerk at the City of Imperial at 420 So. Imperial Ave, Imperial, CA 92251, until **2:00 p.m.** Pacific Standard Time, on **September 1, 2015**. Bids will be publicly opened on **September 1, 2015** at **2:05 p.m.** Pacific Standard Time, or as soon thereafter as possible, at the City of Imperial located at 420 So. Imperial Ave., Imperial, CA 92251.

The Contract for the work advertised shall be awarded to lowest responsible bidder. City reserves the right to reject all bids.

A prebid site tour will be conducted on August 12, 2015 at 10:30 a.m. Bidders attending the site tour shall meet at 420 So. Imperial Ave., no later than fifteen (15) minutes prior to the scheduled site tour.

PROJECT DESCRIPTION:

Contractor shall furnish all labor, material, equipment, and services to perform and complete all work required for the **Wastewater Treatment Plant Headworks Upgrade** as per the Project Specifications. The project will generally include the installation of two fine screens and one microscreen, concrete work, installation of a shade structure, electrical work, site work, and removal of the existing headworks screens and electrical. Several alternate items are included as well. Bid packages (CDs) are available at City Hall, 420 South Imperial Avenue, Imperial CA 92251, upon payment of a \$35.00 non-refundable fee (\$45.00 if mailed).

CONTRACTOR'S LICENSE:

Contractor must have a California State Contractor's Class "A" license. A City of Imperial business license is required prior to start of project.

A bid submitted by any contractor not properly licensed shall be considered non-responsive and will be rejected.

PREVAILING WAGE RATES:

Not less than the general prevailing rate of per diem wages for work of a similar character in the locality in which this contract is to be performed, and not less than the general prevailing rate of per diem wages for holiday and overtime work fixed as provided in Chapter 1 (commencing with Section 1720) Part 7, Division 2 of the Labor Code, shall be paid to all workers employed on this public work. Statutory provisions for penalties for failure to pay prevailing wages will be

enforced. A copy of the applicable rate of per diem wages is on file in the office of the City Clerk, 420 South Imperial Avenue, Imperial, California.

PAYMENT BOND:

If the successful bid is in excess of \$25,000, the successful bidder shall be required to post a payment bond in the amount of the bid in accordance with California Civil Code Section §3247.

RETENTION:

The City shall retain ten (10%) percent of the Contract price. The retention shall be released (with the exception of one hundred fifty percent of any disputed amount) within sixty days after the date of completion of the work. The Contractor may substitute securities in place of the retained funds withheld by the City. Alternatively, an escrow agreement, in the form prescribed under Ca. Pub. Cont. Code § 22300, may be used by Contractor.

MISCELLANEOUS:

All inquiries regarding this project should be emailed to the project engineer (Brian Knoll) with a copy to the City (Jackie Loper):

Albert A. Webb Associates
Brian Knoll, P.E. – Vice President
brian.knoll@webbassociates.com
951-830-3389

City of Imperial
Jackie Loper – Public Services Director
jloper@cityofimperial.org
760-427-4238

THE CITY OF IMPERIAL

By: Marlene Best, City Manager

INSTRUCTIONS TO BIDDERS

CITY OF IMPERIAL
STATE OF CALIFORNIA

Wastewater Treatment Plant Headworks Upgrade

1. Explanations to Bidders

- (a) Any explanation desired by a bidder regarding the meaning or interpretation of the Invitation for Bids, including drawings, specifications, prior approvals, etc., must be requested in writing no later than 5 calendar days before the bid deadline. Any interpretation made will be in the form of an addendum to the Invitation for Bids and will be furnished to all prospective bidders. Receipt of Addenda by the bidder must be acknowledged in the space provided on the Bid Form or by letter or transmittal received before the time set for opening of sealed bids. Verbal explanations or instructions given before the award of the contract will not be binding.
- (b) All questions regarding the Invitation for Bids shall be in writing and directed to Brian Knoll with a copy to Jackie Loper:

Albert A. Webb Associates
Brian Knoll, P.E. – Vice President
brian.knoll@webbassociates.com
951-830-3389

City of Imperial
Jackie Loper – Public Services Director
jloper@cityofimperial.org
760-427-4238

2. Conditions Affecting the Work

- (a) Before submitting a bid, each bidder must (1) examine the bid and contract documents thoroughly, (2) visit the site to familiarize himself with local conditions that may in any manner affect cost, progress or performance of the work (**Optional**), (3) familiarize himself with federal, state and local laws, ordinances, rules and regulations that may in any manner affect cost, progress or performance of the work; and (4) study and carefully correlate bidder's observations with the bid and contract documents. Failure to do so will not relieve bidders from responsibility for estimating properly the difficulty or cost of successfully performing the work. The City will assume no responsibility for any understanding or representations concerning conditions made by any of its officers or agents prior to the execution of the contract, unless included in the bid or contract documents.

- (b) The submission of a bid will constitute an incontrovertible representation by the Bidder that it has complied with every requirement of the request for bids and that the bid and contract documents are sufficient in scope and detail to indicate and convey understanding of all terms and conditions for performance of the work.

3. Bidder's Qualifications

- (a) Contractor must have a California State Contractor's Class "A" license to perform the work. Any bid submitted by a contractor not properly licensed shall be considered non-responsive and will be rejected.
- (b) The Contractor or Electrical Subcontractor must have a Class C-10 electrical license in order to bid on this Project.

4. Bid Guaranty

- (a) The bid guaranty shall be in the form of a bid bond, certified check, or cashier's check, payable to the order of the City of Imperial, in an amount not less than 10% of the Bid. If the bid guaranty is in the form of a bond it must be of the type included in this bid package. Any bid bond shall be executed by a corporate surety acceptable to the City and authorized to issue such surety bond in the State of California. Bid guaranties, other than bid bonds, will be returned (1) to unsuccessful Bidders as soon as practicable after the opening of bids, and (2) to the successful Bidder upon execution and delivery of all contract documents. However, the City reserves the right to retain the bid guaranty of the second lowest qualified Bidder until the lowest qualified Bidder executes and delivers all required contract documents to the City or until 60 calendar days after bid opening, whichever occurs first.
- (b) Failure to furnish a bid guaranty in the proper form and amount, by the time set for the receipt of bids, shall be cause for rejection of the bid.
- (c) If the successful Bidder, upon acceptance of its bid by the City fails to execute and deliver all contract documents within 10 calendar days after receipt of City's Notice of Award, the successful Bidder's bid guaranty shall be retained by the City as liquidated damages. Such failure on the Bidder's part to execute and deliver those documents will cause substantial damage to the City, including delay in its construction program, which damage is not easily reduced to monetary terms and, therefore, the full amount of the bid guaranty is properly considered to be liquidated damages.

5. Preparation of Bids

- (a) Bids shall be submitted on the forms furnished, or copies thereof, and must be manually signed. All blank spaces shall be filled in. If erasures or other changes appear on the forms, each erasure or change must be initialed by the person signing the bid. Telephonic or fax bids will not be considered.
- (b) Substitutions for specified materials will not be considered without prior approval.
- (c) Modifications of bids already submitted will be considered if received at the office designated in the invitation for bids by the time set for receipt of bids. Telephonic or fax modifications will not be considered.
- (d) Discrepancies between words and figures shall be resolved in favor of words.
- (e) Discrepancies between the indicated sum of any column of figures and the correct sum thereof shall be resolved in favor of the correct sum.
- (f) If alternate bid items are called for in the Contract Documents, the lowest Bid will be determined on the basis of the base Bid only. However, the Authority may choose to award the contract on the basis of the base Bid alone or the base Bid and any alternate or combination of alternates. The time required for completion of the alternate Bid items has been factored into the Contract duration and no additional Contract time will be awarded for any of the alternate Bid items. The Authority may elect to include one (1) or more of the alternate Bid items, or to otherwise remove certain work from the Project scope of work, accordingly each Bidder must ensure that each Bid item contains a proportionate share of profit, overhead and other costs or expenses which will be incurred by the Bidder.

6. Submission of Bids

- (a) Bids must be sealed, marked, and addressed as indicated below. Failure to do so may result in a premature opening of, or a failure to open, such bid, thereby eliminating that Bidder from consideration. If the bid is mailed, the sealed envelope containing the bid should be enclosed in another envelope addressed as indicated below.
- (b) All bids shall be received no later than **2:00 p.m.** Pacific Standard Time, on ***September 1, 2015*** hand-delivered or mailed, addressed to:

**Debra Jackson, City Clerk
City of Imperial
420 South Imperial Avenue
Imperial, California 92251**

(c) The envelope containing the original copy of the bid must be sealed, marked, and addressed as follows:

(1) Name and address of Bidder

(2) Marked in the lower left-hand corner of the envelope:

**CITY OF IMPERIAL WASTEWATER TREATMENT PLANT
HEADWORKS UPGRADE
BID NO. 2015-08**

(d) The original bid shall consist of those documents listed below. The original document shall be returned with the bid.

(1) Bid Form;

(2) List of Proposed Subcontractors;

(3) Bid Bond;

(4) Noncollusion Affidavit; and

(5) Contractor's Certificate Regarding Workers' Compensation

7. Late Bid, Modification, or Withdrawal of Bid by Bidder

(a) Any bid received by the City after the exact time specified for receipt will be returned unopened.

(b) Any modification or withdrawal of bids must be made in writing and is subject to the same condition as in (a) above. A bid may be withdrawn by written or transmittal request received from a Bidder prior to the time set for opening bids. A bid may also be withdrawn in person by a Bidder or the Bidder's authorized representative, provided the representative's identity is made known and the representative signs a receipt for the bid, but only if the withdrawal is made prior to the time set for opening bids.

8. City Modifications Prior to Date Set for Opening Bids

The City may revise or amend the bid or contract documents, including the specifications and drawings, prior to the date set for opening bids. Such revisions and addenda, if any, will be announced by addenda to the Invitation for Bids. If the revisions and addenda are of a nature which require material changes in the bid, the date set for opening bids may be

postponed by such number of days as in the opinion of the City will enable Bidders to revise their bids. In such a case, the addendum will include an announcement of the new date and time for opening bids.

9. Public Opening of Bids

Bids will be publicly opened at the time set for opening in the Notice to Bidders. Their content will be made public for the information of Bidders and others interested, who may be present either in person or by representative.

10. Award of Contract

- (a) Award of contract will be made to the low responsible Bidder whose bid, conforming to the Invitation for Bids, is most advantageous to the City, price and other factors considered.
- (b) The City Council may, when in its interest, reject any or all bids.
- (c) The City may accept any item or combination of items of a bid, unless precluded by the Invitation for Bids or the Bidder includes in its bid a restrictive limitation.

11. Bonds and Insurance

- (a) If the successful bid is in excess of \$25,000, the bidder to whom the contract is awarded shall furnish a Payment Bond on forms approved by the City, executed by a corporate surety acceptable to the City and authorized to issue such surety bonds in the State of California. The Payment Bond shall be in an amount equal to 100% of the Contract Price. The entire cost of bond shall be borne by the successful Bidder.
- (b) The successful Bidder shall furnish a Performance Bond on forms approved by the City, executed by a corporate surety acceptable to the City, and authorized and admitted to issue surety bonds in California. The Performance Bond shall be in an amount equal to 100% of the Contract Price. The entire cost of the Performance Bond shall be borne by the successful Bidder.
- (c) The successful Bidder shall deliver to the City certification attesting to the fact that the required policies of insurance have been obtained by the Bidder to the limits described in section 5.1.1 of the *General Conditions (pg GC-3)*.
- (d) The signed contract, required bonds and certificates of insurance shall be delivered to the City within 10 calendar days after receipt by Bidder of City's Notice of Award.

12. Subcontractors

(a) Each Bidder in its bid shall set forth the following:

(1) The name and location of the place of business of each subcontractor whom it intends to use to perform work or labor, or render service to the Bidder in or about construction of any work, in an amount in excess of 0.5% of the Base Bid. (California law forbids the substitution of subcontractors on public works projects, such as this project, except under very narrow and limited circumstances.)

(2) The portion of the work which will be done by each such proposed subcontractor, if the Bidder is awarded the Contract.

(b) Each Bidder shall furnish such information in substantially the form set forth in the Invitation for Bids. If no subcontractors are to be used, other than within the 0.5% limit referred to above the Bidder shall state "None" on the form.

(b) Each proposed subcontractor must complete a Subcontractor's Experience Statement, which shall be attached to the List of Proposed Subcontractors in order for the bid to be considered complete.

13. Noncollusion Affidavit

Each Bidder shall include a noncollusion affidavit with its bid in substantially the form set forth in the Invitation for Bids.

14. Permits and Fees

The Bidder's attention is called to the requirements of the General Conditions regarding the acquisition of and payment for permits, licenses and fees related to the work of this project. All such acquisitions and payments are the sole responsibility of the Contractor. It is the sole responsibility of the Bidder to contact agencies or utilities having jurisdiction over the project to ascertain the extent of permits and fees required and the cost thereof, and to include all such costs in its bid.

15. Prevailing Wage Rates

Not less than the general prevailing rate of per diem wages for work of a similar character in the locality in which this contract is to be performed, and not less than the general prevailing rate of per diem wages for holiday and overtime work fixed as provided in Chapter 1 (commencing with Section 1720) Part 7, Division 2 of the Labor Code, shall be

paid to all workers employed on this public work. Should the prevailing wage rate be increased, decreased, or eliminated a corresponding adjustment shall be made to the Contract Price which shall reflect the effect of that change in or elimination of the prevailing wage rate. A copy of the applicable rate of per diem wages is on file in the office of the City Clerk, 420 South Imperial Avenue, Imperial, California.

The successful Bidder must also comply with statutory requirements relating to certified copies of payroll and maintenance records, and availability for inspection of same. Successful Bidder must comply with statutory requirements relating to employment of apprentices.

16. Construction Schedule

After the Contract Documents are executed, the City will give the Contractor notice to proceed. After this notice is given, the Contractor shall substantially complete the project within **One Hundred and Fifty (150)** Calendar days. The Contractor will be liable for damages for any inexcusable delay beyond this period. Liquidated damages for such delay shall be in accordance with Time of Completion and Liquidated Damages listed in the Special Requirements.

17. Debarment of Contractors and Subcontractors

In accordance with the provisions of the Labor Code, contractors or subcontractors may not perform work on a public works project with a subcontractor who is ineligible to perform work on a public project pursuant to Section 1777.1 or Section 1777.7 or the Labor Code. Any contract on a public works project entered into between a contractor and a debarred subcontractor is void as a matter of law. A debarred subcontractor may not receive any public money for performing work as a subcontractor on a public works contract. Any public money that is paid to a debarred subcontractor by the Contractor for the Project shall be returned to the City. The Contractor shall be responsible for the payment of wages to workers of a debarred subcontractor who has been allowed to work on the Project.

BID FORM

CITY OF IMPERIAL
STATE OF CALIFORNIA

Wastewater Treatment Plant Headworks Upgrade

To: City Of Imperial
Public Works Department
420 South Imperial Avenue
Imperial, California 92251

In response to the Invitation for Bids, the undersigned Bidder hereby proposes to furnish all labor, material, equipment and services and perform and complete all work required for the **Wastewater Treatment Plant Headworks Upgrade** Project as described in the Plans and Specifications.

Performance shall include all work necessary to complete the Project in strict accordance with the Contract and for the price(s) to be specified by the Bidder below, including all applicable taxes.

Bidder certifies that it has examined and is fully familiar with all of the provisions of the Invitation for Bids and any Addenda thereto; that it is submitting this Bid in strict accordance with the Instructions to Bidders; and that it has carefully reviewed the accuracy of all statements attached to this Bid.

Bidder certifies that it has visited and examined the work site (Optional), and is satisfied with the nature and location of all work, the general and local conditions to be encountered in the performance of the work, the requirements of the Contract and all other matters which can in any way affect the work or the cost thereof. Bidder further certifies that Bidder has performed such tests deemed necessary for the preparation of this bid.

Bidder agrees that this Bid constitutes a firm offer to the City which cannot be withdrawn by Bidder for 60 calendar days from the date of actual opening of bids. If awarded the Contract, Bidder agrees to execute and deliver to the City within 10 calendar days after receipt of City's Notice of Award, the applicable Construction Contract form and the required Payment Bond, Certificates of Insurance, and any other required Contract Documents.

**BIDDING SCHEDULE
WASTEWATER TREATMENT PLANT HEADWORKS UPGRADE
CITY OF IMPERIAL**

BASE BID ITEMS:

Item No.	Description	Unit Price	Total Item Price
1	Mobilization; including bonds, insurance, potholing of existing utilities prior to commencing construction, site cleanup and restoration, and demobilization ⁽¹⁾ .	Lump Sum	\$ _____ *
2	Demolition and By-Pass; Removal and disposal to include; existing grit chamber and headworks, existing valves and piping, existing piping, concrete walkways, and slide rails, existing controls; removal of all excess excavated material as required to meet design grades; finish grading as required to meet design grades as shown on the design drawings and Specifications; and Implementation of Sewage Spill Containment Plan and Sewer Bypass/Phasing Plan as described in the Special Requirements.	Lump Sum	\$ _____ *
3	Headworks; Installation of Headworks Screening Equipment and associated equipment as outlined in Specification Section 151000 – Owner Furnished Equipment. Additionally this task includes all of the structural, mechanical, and architectural work associated with the headworks area modifications as shown in the design drawings.	Lump Sum	\$ _____ *
4	Non-Potable Water Pump; Provide skid mounted double pumps, controls, fittings, and connections as stated in the Specifications Section 227575 and as shown on the design drawings (Sheet C-6 and C-7).	Lump Sum	\$ _____ *
5	Electrical Work; All required panels, control, ducts, conduits and wiring necessary for operation of the proposed mechanical equipment associated with the proposed headworks upgrade; provide and install level sensor, level transducers/transmitters, etc. as shown on the design drawings and as stated in the Specifications.	Lump Sum	\$ _____ *
6	Site Work; Including: excavation as required for construction and to meet design grades; asphalt paving, removal and disposal of any excess excavated material as required to meet design grades, and all other site work as shown on the design drawings and as stated in the Specifications.	Lump Sum	\$ _____ *

Item No.	Description	Unit Price	Total Item Price
7	Miscellaneous Work; Including: miscellaneous testing; trench shoring, sheeting, bracing, and dewatering per California Labor Code and OSHA requirements; field start-up, testing, operational demonstrations and operation and maintenance manuals; preparation of SWPPP, and <u>including</u> the cost of all contract work not specifically listed in any other Bid Item (Nos. 1 through 2) herein.	Lump Sum	\$ _____*
8	Field Orders; The Engineer, with concurrence from the Owner, may make appropriate modifications in the Scope or quantity of contract work to be provided. Payment for force account work for this contract work will be based on actual quantities furnished, installed, or constructed in accordance with the prices bid for various lump sum or unit price items; or in accordance with prices mutually agreed upon between the Engineer and Contractor, with concurrence from the Owner.	Lump Sum	\$ _____*

TOTAL BASE BID PRICE – ITEMS 1-8 \$ _____*

TOTAL BASE BID PRICE FOR BID SCHEDULE _____

_____ DOLLARS

(DOLLAR AMOUNT IN WRITTEN FORM)

* Prices include any amount payable by the City for taxes by reason of the Contract

ALTERNATE BID ITEMS:

Item No.	Description	Unit Price	Total Item Price
A	Biolac Cleaning and Diffuser Replacement; Cleaning of biolac basin and replacing the diffuser sleeves (4" Bioflex/Biofuser 2004 Assembly). See the attached sheets in the "Additional Information" for further information on the biolac basin. The City of Imperial will remove liquid down to 2' depth, and remaining liquid will be removed by the Contractor. The liquid may be placed into the existing sludge drying beds (work to be coordinated with Wastewater Treatment Plant operations).	Lump Sum	\$ _____*
B	Aeration Basin Walkway; Installation of Walkway on existing aeration basin and clarifiers and associated equipment as outlined in the design drawings (Sheet C-3).	Lump Sum	\$ _____*

Item No.	Description	Unit Price	Total Item Price
C	Clarifier Bypass Piping; Provide bypass piping as required and shown in the design drawings (Sheets C-4).	Lump Sum	\$ _____*

The undersigned agrees that these Proposal/Bid Forms constitute a firm offer to the Owner which cannot be withdrawn for the number of Calendar Days indicated in the Notice Inviting Bids from and after the bid opening date, or until a Contract for the Work is fully executed by the Owner and a third party, whichever is earlier. The undersigned also agrees that if there is a discrepancy between the written amount of the Bid Price and the numerical amount of the Bid Price, the written amount shall govern.

Acknowledgement of reading above statement:

By: _____
Signature

Date

CERTIFIED DATA SHEET

(Supplemental Instructions: The Bidder shall indicate, opposite each item of equipment or material listed below, the name of the manufacturer or supplier of the equipment or material proposed to be furnished under the bid. Awarding of a contract under this bid will not imply approval by the City of Imperial of the manufacturers and/or suppliers listed by the bidder. No substitution will be permitted after award of contract unless equipment or material of the listed manufacturer or supplier cannot meet the specifications.)

<u>Item</u>	<u>Manufacturer and Supplier</u>
1. Ductile Iron Pipe	_____
2. Plug Valves	_____
2. Metal Building Supplier	_____
2. CMU Block Supplier	_____

ATTACHMENTS

Attached are the following forms which have been completed by Bidder and made a part of this bid:

1. List of Proposed Subcontractors;
2. Noncollusion Affidavit;
3. Contractor's Certificate Regarding Workers' Compensation

ADDENDA

Bidder also acknowledges receipt of the following Addenda, which Addenda have been considered by Bidder in submitting this Bid (if none, state "None"):

Addenda Nos. _____

CONTRACTOR'S LICENSE

Bidder certifies that Bidder is currently licensed under the California State Contractor's License Law as follows:

Contract License Number	Name of Licensee	Type of License	Issue and Expiration date

COMPLETION TIME

The Project, including its respective components, must be substantially completed within ***One Hundred and Fifty (150) Calendar*** days after the notice to proceed. Substantial completion is defined in the Special Requirements. Bidder certifies that it can complete the Project within this time period.

Submitted by,

BIDDER'S NAME:

By: _____

Title : _____

BIDDER'S BUSINESS ADDRESS:

BIDDER'S TELEPHONE AND FAX NUMBERS:

IF BIDDER IS A CORPORATION:

State and date of incorporation

IF A PARTNERSHIP OR JOINT VENTURE:

Full names of all partners or joint venturers (attach additional pages if necessary)

DIRECTIONS FOR SUBMITTING BIDS:

The envelope containing the original of this Bid Form with all attachments must be sealed, marked, and addressed as follows:

- a. Marked in the lower left-hand corner of the envelope:

**CITY OF IMPERIAL, WASTEWATER TREATMENT PLANT
HEADWORKS UPGRADE
BID NO. 2015-08**

- b. Addressed to:

**Debra Jackson, City Clerk
City of Imperial
420 South Imperial Avenue
Imperial, CA 92251**

BID BOND

CITY OF IMPERIAL
STATE OF CALIFORNIA

Wastewater Treatment Plant Headworks Upgrade

(Not required if Certified Check of Cashier's Check accompanies Bid)

KNOW ALL PERSONS BY THESE PRESENTS: That we _____
as Principal, and _____
as Surety, are held and firmly bound unto the City of Imperial, in the sum of \$ _____
[10% OF THE TOTAL AMOUNT OF THE BID] for the payment of which sum we hereby bind
ourselves, our successors, heirs, executors, and administrators, jointly and severally, firmly as set
out more fully herein.

The condition of the foregoing obligation is such that, whereas the above principal is
about to submit to the City of Imperial a bid for the performance of the work for the above
project in compliance with the plans and specifications therefore and pursuant to a published
notice inviting bids.

Now, if the bid of the principal is accepted and the work awarded to the principal by the
City of Imperial, and if the principal shall fail or neglect to enter into a contract, therefore, in
accordance with the provision of said bid and the accompanying Instructions to Bidders and to
furnish adequate faithful performance and labor and material surety bonds and certificates of
insurance to the satisfaction of the City of Imperial; then the total sum guaranteed by this bond is
forfeited to the City of Imperial as liquidated damages.

In the event suit is brought by the City of Imperial and judgment is entered in its favor,
the surety shall pay all costs incurred by the City in such suit, including reasonable attorneys'
fees to be fixed by the Court, in addition to the above sum.

WITNESS our hands and seals this _____ day of _____, 20 .

(Seal)

By _____ Name/Title _____

(Seal)

NOTE: Signatures of those executing for the surety must be properly acknowledged.

Bond No. _____

NONCOLLUSION AFFIDAVIT

CITY OF IMPERIAL
STATE OF CALIFORNIA

Wastewater Treatment Plant Headworks Upgrade

(To Be Executed by Bidder and Submitted With Bid)

State of California) ss.
County of _____)

_____, being first duly sworn, deposes and says that he or she is _____ of _____, 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 a 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 the 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 of 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 of 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.

I declare under penalty of perjury under the laws of the State of California that the foregoing is true and correct.

Executed this ____ day of _____, 20 ____ at _____.

Signature of:
Bidder, if the Bidder is an Individual,
Partner, if the Bidder is a Partnership,
Officer, if the Bidder is a Corporation
Name _____
Title _____

GENERAL CONDITIONS

CITY OF IMPERIAL
STATE OF CALIFORNIA

Wastewater Treatment Plant Headworks Upgrade

1.0 PARAGRAPH HEADINGS AND DEFINITIONS

- 1.1 Paragraph headings in this Contract are for convenience only, and are not to be construed to define, limit, expand, interpret, or amplify the provisions of this Contract. When initially capitalized in this Contract, or amendments hereto, the following words or phrases shall have the meanings specified:
- 1.2.1 Adjusted Contract Price – The initial Contract Price adjusted for change orders, Force Majeure, termination for convenience or any other reason permitted by this Contract.
- 1.2.2 Best Efforts – Those efforts which a competent, experienced, and prudent contractor would use to perform and complete the requirements of this Contract in a timely manner, exercising the degree of care, competence, and prudence customarily imposed on a contractor performing similar work in the State of California.
- 1.2.3 Contract – This agreement, including all referenced documents, between the City of Imperial and Contractor for the performance of the Work, and subsequent written modifications executed by the City and Contractor.
- 1.2.4 Contractor – The legal entity which executes this Contract with the City to perform the Work.
- 1.2.5 Contract Manager – The title of the person designated by the City to be its representative with authority to act for and bind the City.
- 1.2.6 Documentation – Drawings, plans, models, studies, surveys, specifications, reports, design analysis, data, policies, information, work product, proposals, and any other similar documents or material prepared or used in connection with the Work.
- 1.2.7 Final Completion Date – The date when the Work is completed in accordance with the Contract, including all Punch List Items.
- 1.2.8 Force Majeure – An act of God, or event beyond the control of a party, including an act or omission of government, act or omission of civil or military authority, strike or lockout, act of a public enemy, war, blockade, insurrection, riot, epidemic, landslide, earthquake, fire, storm, lightning, flood, washout, or civil

disturbance which could not have been avoided through the exercise of reasonable care and prudence.

1.2.9 Price or Contract Price – The total sum to be paid by the City to Contractor for performance of the Work.

1.2.10 Project – Contractor shall furnish all labor, material, equipment and services and perform and complete all work required as per the project specifications.

1.2.11 Project Engineer or Coordinator – The title of the person designated by the City to be its representative with authority to act for the City regarding engineering and construction matters.

1.2.12 Punch List Items – Items of work comprising a part of the Work as set out on a Punch List prepared by the City, with said items to be completed by Contractor consistent with the terms and conditions and scope of the Contract.

1.2.13 Schedule – The time frame for the construction project as established by the City and/or the Contract Documents.

1.2.14 Site – The area where Contractor shall perform the Work.

1.2.15 Work or Scope of Work – All obligations undertaken by Contractor pursuant to the Contract.

2.0 SCOPE OF WORK

Contractor shall perform and complete the Work in a safe manner, and shall supply all personnel, tools, equipment, and material to complete the Work. The scope of work is further established in the following documents: Plans and Specifications.

3.0 SCHEDULE

Contractor shall perform and substantially complete the Work within ***One Hundred and Fifty (150) Calendar*** days after the date in the notice to proceed. After execution of this Contract, Contractor shall develop and submit for City's approval, a detailed construction schedule designed to meet City's project schedule. Any abnormal expenses such as premium time or overtime incurred by Contractor to meet the detailed schedule, unless specifically directed or approved by the City in writing, shall be borne by Contractor.

4.0 COMPENSATION AND PAYMENT

The City shall compensate Contractor through progress payments according to percentage of completion and/or milestones, as determined by the City Contract Administrator or as agreed hereafter by the parties. The City shall not be obligated to make final payment(s) until Contractor has submitted to the City written evidence that the

Work has been fully completed in accordance with this Contract, and satisfactory evidence that all of Contractor's indebtedness in connection with the Work has been paid or written releases provided of all potential liens arising out of this Contract. Upon receipt of such evidence, the City will record a Notice of Completion in Imperial County. City shall retain 10% of the Contract Price. Contractor may substitute securities or provide an escrow agreement pursuant to California Public Contracts Code section 22300.

5.0 INSURANCE AND BONDS

5.1 Insurance – Contractor agrees to provide insurance in accordance with the requirements set forth herein. If Contractor uses existing coverage to comply with these requirements and that coverage does not meet the requirements, Contractor agrees to modify the existing coverage to do so.

The following coverages will be provided by Contractor and maintained on behalf of the City and in accordance with the following requirements:

5.1.1 Commercial General Liability Insurance – Commercial General Liability Insurance shall be provided on an occurrence form or equivalent. Claims made or modified occurrence forms will not be accepted. Total limits for all coverage shall be no less than \$1,000,000 per occurrence and \$2,000,000 general aggregate. The aggregate amount shall apply per location. The City and its employees and agents shall be added as additional insured using the Industry Standard form. Coverage shall apply on a primary non-contributing basis in relation to any other insurance or self-insurance, primary or excess, available to the City or any employee or agent of the City. Coverage shall not be limited to the vicarious liability or supervisory role of any additional insured. There shall be no endorsement or modification limiting the scope of coverage for liability arising from explosion, collapse, or underground property damage.

5.1.2 Workers' Compensation/Employers' Liability – Workers' Compensation/Employers' Liability coverage shall be written on a policy form providing workers' compensation statutory benefits as required by law. Employer's liability limits shall be no less than \$1,000,000 per accident or disease. This policy shall waive any right of subrogation with respect to the City, its employees or agents.

5.2 Additional Insurance Provisions – Contractor and the City further agree as follows:

5.2.1 This Section supersedes all other sections and provisions of this Contract to the extent that any other section or provision conflicts with or impairs the provisions of this Section.

5.2.2 Nothing contained in this Section is to be construed as affecting or altering the legal status of the parties to this Contract.

- 5.2.3 The insurance requirements set forth in this Section are intended to be separate and distinct from any other provision in this Contract and shall be interpreted as such.
- 5.2.4 All insurance coverage and limits provided pursuant to this Contract shall apply to the full extent of the policies involved, available or applicable. Nothing contained in this Contract or any other agreement relating to the City or its operations limits the application of such insurance coverage.
- 5.2.5 Requirements of specific minimum coverage features or limits contained in this Section are not intended as a constraint on coverage, or other requirements, or a waiver of any coverage. Specific reference to a given coverage feature is for purposes of clarification only and is not intended by any party to be all inclusive, or to the exclusion of other coverage, or a waiver of any type.
- 5.2.6 For purposes of insurance coverage only, this Contract will be deemed to have been executed immediately upon any party hereto taking any steps in furtherance of performance of this Contract.
- 5.2.7 Unless otherwise approved by the City, Contractor's insurance shall be written by insurers authorized to do business in the State of California and with a minimum "Best's" Insurance Guide rating of "A-:VII." Self-insurance will not comply with these insurance specifications.
- 5.2.8 In the event any policy of insurance required under this Contract does not comply with these requirements or is canceled and not replaced, the City has the right but not the duty to obtain the insurance it deems necessary and any premium paid by the City will be promptly reimbursed by Contractor.
- 5.2.9 Contractor agrees to provide evidence of the insurance required herein, satisfactory to the City, consisting of certificate(s) of insurance evidencing all of the coverages required and additional insured endorsement to Contractor's liability policies. Certificate(s) are to reflect that the insurer will provide 30 days notice of any cancellation of coverage. Contractor agrees to require its insurer to modify such certificates to delete any exculpatory wording stating that failure of the insurer to mail written notice of cancellation imposes no obligation, and to delete the word "endeavor" with regard to any notice provisions. Contractor agrees to provide complete certified copies of policies to the City upon request.
- 5.2.10 Contractor shall provide the City with proof that policies of insurance required herein expiring during the term of this Contract have been renewed or replaced with other policies providing at least the same coverage. Such proof will be furnished prior to the expiration of the coverages.
- 5.2.11 Any failure on the part of the City or any other additional insured under these requirements to obtain proof of insurance required under this Contract in no way

waives any right or remedy of the City or any additional insured, in this or any other regard.

5.2.12 Contractor shall require all subcontractors or other parties hired for this project to provide general liability insurance with coverage identical to that required for Contractor naming the City, its employees and agents as additional insured where applicable. Contractor shall obtain certificates evidencing such coverage and make reasonable efforts to ensure that such coverage is provided as required herein.

Contractor shall require that no contract used by any subcontractor, or other contracts Contractor enters into on behalf of the City, will reserve the right to charge back to the City the cost of insurance required by this Contract. Contractor agrees that upon request, all agreements with subcontractors or others with whom Contractor contracts with on behalf of the City, will be submitted to City for review. Failure of the City to request copies of such agreements will not impose any liability on the City, or its employees.

5.2.13 If Contractor is a limited liability company, general liability coverage must be amended so that the limited liability company and its managers, affiliates, employees, agents, and other persons necessary or incidental to its operation are insured.

5.2.14 Contractor agrees to provide immediate notice to the City of any claim or loss against Contractor that includes the City as a defendant. The City assumes no obligation or liability by such notice, but has the right (but not the duty) to monitor the handling of any claim likely to involve the City.

5.2.15 In the event of any loss that is not insured due to the failure of Contractor to comply with these requirements, Contractor agrees to be personally responsible for any and all losses, claims suits, damages, defense obligations and liability of any kind attributed to the City or its employees as a result of such failure.

5.2.16 Coverage will not be limited to the specific location designated as the address of the project.

5.3 Bonds – Contractor shall furnish the following surety bond with surety acceptable to City.

5.3.1 If the successful bid is in excess of \$25,000, the successful bidder shall be required to post a payment bond in the amount of the bid in accordance with California Civil Code Section §3247. This bond shall give labor and material suppliers direct right of action against the surety. Contractor shall furnish the Payment bond on a form acceptable by the City.

5.3.2 Successful Bidder shall post a Performance Bond in the amount of 100% of the Contract Price by a corporate surety authorized and admitted to issue such surety bond in the State of California.

5.4 Sureties

5.4.1 Should any surety upon any bond furnished in connection with this Contract become unacceptable to the City, or should any such surety fail to furnish reports as to its financial condition as may be requested by the City at any time while the bond is in force, Contractor shall promptly furnish such additional surety or alternate bond at Contractor's expense as may be required by the City to protect the interests of the City or of persons supplying labor or material in the performance of this Contract.

5.4.2 Contractor shall keep the sureties informed as to all material matters or changes affecting the project and this Contract.

6.0 INDEMNIFICATION

To the fullest extent permitted by law, Contractor shall defend, indemnify and hold harmless the City, its employees, agents and officials, from any: liability, claims, suits or actions; alternative dispute resolution, losses, expenses, fees, or costs of any kind, whether actual, alleged or threatened; administrative, and regulatory proceedings; and any other costs or expenses of any kind whatsoever without restriction or limitation; so long as such things are in relation to, as a consequence of, arising out of, or in any way attributable actually, allegedly or implied, in whole or in part, to the performance of this Contract. All obligations under this provision are to be paid by Contractor as they are incurred by the City.

Without affecting the rights of the City under any provision of this Contract or this section, Contractor shall not be required to indemnify and hold harmless the City as set forth above for liability attributable to the sole fault of the City, provided such sole fault is determined by agreement between the parties or the findings of a court of competent jurisdiction.

7.0 GENERAL REQUIREMENTS

7.1 Physical Site Conditions – Contractor shall satisfy itself concerning the nature and location of the Work, the general and local conditions, and other restrictions affecting the Work. The failure of Contractor to acquaint itself with any applicable conditions and restrictions shall not relieve it from the responsibility for properly estimating either the difficulties or the costs of successfully performing the Work and completing this Contract, and shall not be grounds for adjusting either the price or the schedule.

7.2 Independent Contractor – Contractor represents that it is fully experienced and properly qualified to perform the Work, is properly licensed in the state where the Work is

performed, and is equipped, organized, and financed to perform such Work. The Contractor or a subcontractor of the Contractor shall act as an independent contractor and not as an agent of the City in performing the Work and duties of this Contract.

7.3 Performance Requirements

7.3.1 Best Efforts – Contractor shall use Best Efforts in the performance of this Contract. Contractor shall, to the best of its abilities, cooperate with the City to enable the successful completion of the Work according to the terms of this Contract including, but not limited to, commitment of additional resources, material and personnel, if requested by the City, to assure that the Work is properly performed on time and completed in accordance with the provisions of this Contract.

7.3.2 Quality of Equipment Supplied by Contractor – Contractor shall provide and use only such construction equipment and facilities as are capable of producing the quality and quantity of Work required by this Contract within the time specified herein. Upon written notice from the City or its designated representative, Contractor shall promptly remove from the Site all unsatisfactory construction equipment and facilities furnished or provided by Contractor.

7.4 Precedence of Operating Facilities – Continuity of service of the operating facilities is of the essence. In the event of a conflict of interest between any and all Work and any operating facilities, the operating facilities shall have precedence.

7.5 Responsibility for Work and Material – Contractor shall be responsible for and shall bear all risk of loss of or damage to Work in progress, all Work-related material and equipment delivered to the Site or in transit under Contractor control, until completion and final acceptance of the Work.

8.0 CHANGES

8.1 General – Notwithstanding any other provisions of this Contract to the contrary, the City reserves the right for any reason, without invalidating this Contract or without notice to sureties, to make any changes in the Work including the performance of additional services. Such change shall be made in writing by a City representative, except for emergency conditions, where such change shall be confirmed in writing.

8.2 Price of Change – All change orders shall be accepted by Contractor pursuant to the terms contained in this Contract and Contractor shall promptly proceed to implement such change. Should any change result in an increase or decrease in Price or a change in Schedule, Contractor shall, within 10 calendar days following receipt of the written change order, submit to the City a written proposal which illustrates the price for Contractor to perform the change and the proposed adjustment to the Schedule. Sufficient detail shall be given in the proposal to permit a thorough analysis and evaluation. No claim shall be made by Contractor based solely on the number or volume of changes made.

- 8.3 Price Adjustment – The price of such change will be agreed upon by the parties. If the parties cannot agree, an adjustment will be determined by the City on the basis of Contractor's reasonable expenditures and savings, including a reasonable allowance for overhead and profit.
- 8.4 Delegation – Only a City officer, or the designated City representative concerning the Project, may issue and sign written change orders on behalf of the City.
- 8.5 Contractor Objections – In the event a change requested by the City would, in the opinion of Contractor, affect Contractor's ability to meet its obligation under the Contract, Contractor will deliver to the City, within 5 calendar days of receipt of the change request, written notice of the fact before accepting such change request. If the City feels such a change is warranted, an appropriate modification to the Contract shall be made before the Contractor is required to proceed.
- 8.6 Changes by Contractor – The Contractor may propose changes in the specifications for reasons of improved quality, delivery or economy provided such changes do not impair quality or delivery. Such changes must be approved in writing by the City prior to implementation. Approval shall be at the discretion of the City.
- 9.0 WARRANTY
- 9.1 Performance and Workmanship – Contractor warrants that the workmanship performed by Contractor and its subcontractors will be performed in accordance with Best Efforts. The warranty period shall be for a period equal to 1 year after the Final Completion Date.
- 10.0 RETENTION AND ACCEPTANCE OF MATERIAL AND WORKMANSHIP
- 10.1 Retention – The City shall retain 10% of the Contract price. The retention shall be released (with the exception of 150% of any disputed amount) within 35 days after the date of final completion of the work. Contractor may substitute securities in place of the retained funds withheld by the City. Alternatively, an escrow agreement, in the form prescribed under Ca. Pub. Cont. Code Section 22300, may be used by Contractor.
- 10.2 Inspection of Work – All Work and materials, both before and after installation, shall be subject to City's inspection, and any deficiencies detected by the City will be addressed by Contractor immediately. The City may take inventory and inspect the Work and witness tests thereon at all reasonable times and places during the progress of the Work. If Contractor covers all or any portion of the Work prior to any inspection or tests as required by the Scope of Work, the cost of any necessary uncovering and replacing shall be borne by Contractor.
- 10.3 Notice of Completion
- 10.3.1 When Contractor, in its opinion, has completed the performance of the Work, it shall so notify the City in writing that the Work is completed and ready for final

acceptance by the City. Within 10 calendar days after receipt of such written notice, the City shall inspect the Work and advise Contractor of its concurrence.

10.3.2 If the City advises Contractor that the Work is not satisfactorily completed, the City shall at the time of such notice, submit to Contractor, a Punch List of all additions and corrections necessary for the completion of this Contract.

10.3.3 Upon receipt of the Punch List, Contractor shall commence action with respect thereto at no cost to the City. All corrections shall be made within the time period given in the Contract as established in the Project Schedule. Upon completion of such Work, Contractor shall again notify the City in writing that the Work is completed and ready for final acceptance by the City. Within 10 calendar days after receipt of such written notice, the City shall inspect the Work and advise Contractor whether it concurs. The punch List process will continue until the Work is completed to the satisfaction of the City. Contractor shall be obligated to make good, correct or modify any rejected material or workmanship prior to final acceptance of the Work by the City.

10.3.4 If the City concurs that the Work has been completed satisfactorily, the City will record a Notice of Completion with the County of Imperial which will specify the Final Completion Date. Such Notice of Completion shall not be unreasonably withheld.

11.0 FORCE MAJEURE

In the event either party by reason of a Force Majeure is rendered unable to perform its duties under this Contract, then upon the party giving written notice of the particulars and estimated duration of Force Majeure to the other party within 5 calendar days after knowledge of the occurrence of the Force Majeure, the party may have the time for performance of its duties extended for the period equal to the time performance is delayed by the Force Majeure. The effects of the Force Majeure shall be remedied with all reasonable dispatch, and the party giving notice shall use Best Efforts to eliminate and mitigate all consequences. A Force Majeure for which notice has not been given shall be an unexcused delay.

12.0 DELAYS AND EXTENSION OF TIME

Time for performance may be extended by the City because of delays such as Force Majeure, changes, or suspension. Any such extension shall not be grounds for a claim by Contractor for damages or for additional compensation, except as specifically authorized in this Contract. In the event of delay in the performance of the Work not caused by the City or its representatives, whether or not the cause thereof is within the control of Contractor, the City shall be entitled to suspend the applicable portion of the scheduled payments for the period of such delay.

13.0 TERMINATION FOR CONVENIENCE

13.1 General – The City may, at any time, terminate the Contract or any portion of the Work not then completed by giving Contractor written notice of termination. Upon receipt of notice of termination, Contractor, unless the notice requires otherwise, shall (1) discontinue Work on the date and to the extent specified in the notice, except Work necessary to preserve and protect the Work in progress, (2) place no further orders or subcontracts for material, services, or supplies related to terminated Work, (3) make every reasonable effort to procure termination of all orders, subcontracts, and rental agreements to the extent they relate to performance of Work terminated upon terms satisfactory to the City, and (4) otherwise minimize costs and mitigate damages to the City.

13.2 Compensation – In the event of termination under this Section, there shall be an equitable adjustment to the Contract Price taking into account, among other things (1) decreases for Work not performed, (2) the cost of any work requested by the City from the date of termination.

14.0 TERMINATION FOR CAUSE; NOTICE AND CURE OF DEFAULT

14.1 General – The City may declare this Contract canceled for default by notifying Contractor in writing, should Contractor at any time (1) materially refuse or neglect to meet the Schedule(s), (2) refuse to supply sufficient and appropriately skilled workmen or equipment to perform the Work, (3) become insolvent or unable to meet its payroll or other current obligations.

14.2 Notice of Termination – Prior to termination for cause, the City shall give Contractor written notice describing such default in reasonable detail and demand that Contractor cure such default within 30 calendar days after receipt of such notice of default. If Contractor does not cure the default within 30 calendar days after its receipt of such notice or if the default cannot be cured within such 30 calendar day period and Contractor has not initiated action or proposed a plan within such 30 calendar day period to cure the default within a reasonable period which the City reasonably agrees will cure such default, then the City shall have the right to terminate this Contract.

15.0 LAWS AND REGULATIONS

Contractor and its employees shall at all times comply with all applicable laws, including those relating to wages, hours, discrimination, and safety (including CAL/OSHA).

16.0 EMPLOYEES

16.1 Prevailing Wage Law –

16.1.1 Not less than the general prevailing rate of per diem wages for work of a similar character in the locality in which this Contract is to be performed, and not less

than the general prevailing rate of per diem wages for holiday and overtime work fixed as provided in Chapter 1 (commencing with Section 1720) Part 7, Division 2 of the Labor Code, shall be paid to all workers employed on this public work.

16.1.2 Should the prevailing wage rate be increased, decreased, or eliminated a corresponding adjustment shall be made to the Contract Price which shall reflect the effect of that change in or elimination of the prevailing wage rate.

16.2 Payroll Records –

16.2.1 Contractor and its subcontractors shall keep an accurate payroll record, showing the name, address, social security number, work classification, and straight time and overtime hours worked each day and week, and the actual per diem wages paid to each journeyman, apprentice, worker, or other employee employed by him or her in connection with the Project.

16.2.2 The payroll records shall be certified and shall be available for inspection at all reasonable hours at the principal office of Contractor.

17.0 SAFETY REQUIREMENTS

17.1 General – Contractor shall implement the following general safety precautions:

17.1.1 Safe Work – Contractor shall carry out the Work in a safe manner. Contractor's site representative shall be knowledgeable of all applicable safety rules, regulations and practices that relate to the assigned work. If necessary, a qualified safety representative should be contracted to fulfill this requirement.

18.0 GOVERNING LAW AND VENUE

This Contract shall be interpreted in accordance with the substantive and procedural laws of the State of California. The parties to this Contract agree that all actions or proceedings arising in connection with this Contract shall be tried and litigated exclusively in the State court located in the County of Imperial, State of California and the Federal court located in the County of San Diego, State of California. The aforementioned choice of venue is mandatory, thereby precluding the possibility of litigation between the parties with respect to or arising out of this Contract in any jurisdiction other than that specified in this paragraph. Each party hereby waives any right it may have to assert the doctrine of forum non conveniens or a similar doctrine or to object to venue with respect to any proceeding brought in accordance with this paragraph, and stipulates that the State and Federal courts located in the Counties of Imperial and San Diego, respectively, California, shall have in personam jurisdiction and venue over each of them for the purpose of litigating any dispute or proceeding arising out of or related to this Contract. Each party hereby authorizes service of process sufficient for personal jurisdiction in any action against it at the address and in the manner for the giving of notices as set forth in this Contract.

19.0 AUTHORIZED REPRESENTATIVES AND NOTICES

- 19.1 Representatives – Prior to commencement of the Work, the City and Contractor shall each designate a representative authorized to act in behalf of each party and shall advise the other party in writing of the name, address and telephone number of such designated representative and shall inform the other party of any subsequent change in such designation.
- 19.2 Notice and Communications – All communications relating to the day to day activities under this Contract shall be exchanged between the representatives of the City and Contractor. All legal notices and communications required under or related to this Contract shall be in writing, and shall be delivered personally or mailed by certified mail, postage prepaid, return receipt requested, to the representative of the City and Contractor identified below. Notice shall be effective on the date of delivery.

To the City:

Jackie Loper
Director of Community Dev.
City of Imperial
420 South Imperial Ave.
Imperial, CA 92251

To Contractor:

A party may change or supplement the addresses given above, or designate additional addresses, for purposes of this Section by giving the other party written notice of the new address in the manner set forth above.

- 19.3 Unfair Business Practice Claims – In entering into a public works contract or subcontract to supply goods, services, or materials pursuant to a public works contract, the Contractor or subcontractor offers and agrees to assign to the City all rights, title and interest in and to all causes of action it may have under Section 4 of the Clayton Act (15 U.S.C. Sec. 15) or under the Cartwright Act (Chapter 2 (commencing with Section 16700) of Part 2 of Division 7 of the Business and Professions Code), arising from purchases of goods, services, or materials pursuant to the public works contract or the subcontract. This assignment shall be made and become effective at the time the awarding body tenders final payment to the Contractor, without further acknowledgment by the parties.
- 19.4 Resolution of Claims – Claims of \$375,000.00 or less shall be addressed as set forth in California Public Contracts Code §§20104, set seq. In general terms, said process contemplates a meet and confer procedure and non-binding mediation as a precursor to litigation.
- 19.5 Utilities Relocation – The provisions of Government Code Section 4215 are hereby incorporated by this reference. Said section provides, among other things, that the Contractor will be compensated for costs of locating, repairing damage not due to the failure of the Contractor to exercise reasonable care, and removing or relocating such

utility facilities not indicated in the plans and specifications with reasonable accuracy, and for equipment on the Project necessarily idled during such work. Contractor shall not be assessed liquidated damages for delay in completion of the Project when such delay was caused by the failure of the public agency or the owner of the utility to provide for removal or relocation of such utility facilities.

If Contractor discovers utility facilities not identified by City in the contract plans or specifications, Contractor shall immediately notify City and utility in writing.

20.0 ATTORNEYS FEES

If either party to this Contract shall bring any action, claim, appeal, or alternative dispute resolution proceedings, for any relief against the other, declaratory or otherwise, to enforce the terms of or to declare rights under this Contract (collectively, an Action), the losing party shall pay to the prevailing party a reasonable sum for attorneys' fees and costs incurred in bringing and prosecuting such Action and/or enforcing any judgment, order, ruling, or award (collectively, a Decision) granted therein. Any Decision entered in such Action shall provide for the recovery of attorneys' fees and costs incurred in enforcing such Decision. The court or arbitrator may fix the amount of reasonable attorneys' fees and costs on the request of either party. For the purposes of this paragraph, attorneys' fees shall include, without limitation, fees incurred in the following: (1) postjudgment motions and collection actions; (2) contempt proceedings; (3) garnishment, levy, and debtor and third party examinations; (4) discovery; and (5) bankruptcy litigation. "Prevailing party" within the meaning of this paragraph includes, without limitation, a party who agrees to dismiss an Action on the other party's payment of the sums allegedly due or performance of the covenants allegedly breached, or who obtains substantially the relief it seeks.

21.0 WAIVER

The failure of the City to insist upon strict performance of any of the terms and conditions of this Contract, or to exercise or delay the exercise of any rights or remedies provided by this Contract or by law, or the acceptance of Work or payment for Work shall not release Contractor from any of the responsibilities or obligations imposed by law or by this Contract and shall not be deemed a waiver of any right of the City to insist upon strict performance of this Contract. None of the provisions of the Contract shall be considered waived by either party except when such waivers are agreed upon in writing by the parties.

22.0 ASSIGNMENT

Contractor shall not assign the rights, nor delegate the duties, or otherwise dispose of any right, title, or interest in all or any part of this Contract, or assign any monies due or to become due to Contractor without the prior written consent of the City. Any such approved assignment or delegation shall be for the benefit of, and shall be binding on Contractor, assignee, and all future successors; and shall not relieve Contractor, assignee,

or future successors of any duties or obligations. If the City approves any assignment of monies due or to become due to Contractor hereunder, such assignment shall not become effective until at least 30 calendar days after City's approval.

23.0 ACCEPTANCE

The City will be deemed to have accepted Contractor's performance of the Work when the City officer or manager signing this Contract, or the designated representative of said officer or manager, records a Notice of Completion that the Work is accepted.

24.0 EXECUTION AND EFFECTIVE DATE

This Contract has been executed by the duly authorized officers of the parties and shall be effective as of the date that the **PROJECT CONTRACT EXECUTION DOCUMENT** is signed by the parties.

25.0 PRECAUTIONS ON THE JOB SITE

When the Work involves trenching of more than four feet in depth, Contractor shall promptly, and before the following conditions are disturbed, notify the City, in writing, of any:

- 25.1 Material that the Contractor believes may be material that is hazardous waste, as defined in Section 25117 of the Health and Safety Code, and that is required to be removed to a Class I, Class II, or Class III disposal site in accordance with provisions of existing law.
- 25.2 Subsurface or latent physical conditions of Site differing from those indicated.
- 25.3 Unknown physical conditions at the Site of any unusual nature, different materially from those ordinarily encountered and generally recognized as inherent in work of the character provided for in the Contract.

Upon receipt of such notice, City shall promptly investigate the conditions, and if it finds that the conditions do materially so differ, or do involve hazardous waste, and cause a decrease or increase in the Contractor's cost of, or the time required for, performance of any part of the work, shall issue a change order under the procedures described in the contract.

In the event that a dispute arises between the City and the Contractor whether the conditions materially differ, or involve hazardous waste, or cause a decrease or increase in the Contractor's cost of, or time required for, performance of any part of the Work, the Contractor shall not be excused from any scheduled completion date provided for by the Contract, but shall proceed with all Work to be performed under the Contract. The

Contractor shall retain any and all rights provided either by Contract or by law which pertain to the resolution of disputes and protests between the parties.

**CERTIFICATE OF CONTRACTOR REGARDING
WORKERS' COMPENSATION**

The successful Bidder shall execute the following certificate:

I am aware of the provisions of Section 3700 of the Labor Code which require 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.

Dated: _____

Contractor

By _____

PROJECT CONTRACT EXECUTION DOCUMENT

CITY OF IMPERIAL
STATE OF CALIFORNIA

Wastewater Treatment Plant Headworks Upgrade

DATE OF CONTRACT:

NAME AND ADDRESS OF CONTRACTOR:

The City of Imperial and Contractor named above hereby mutually agree to perform this Contract in strict accordance with the following designated documents which were a part of the bid or required to be submitted under the Invitation for Bids as a part of the Contract Documents and which are hereby incorporated into this Contract by reference:

CONTRACT DOCUMENTS

1. Notice to Bidders;
2. Instructions to Bidders;
3. Bid Form, with Required Attachments;
4. General Conditions;
5. Specifications;
6. All Addenda to the Contract Documents;
7. Payment and Performance Bonds Submitted by Contractor;
8. Certificates of Insurance Submitted by Contractor; and
9. Certificate Regarding Workers' Compensation.

This Contract, together with all documents and exhibits incorporated herein by reference, constitutes the entire agreement of the parties. All prior or contemporaneous verbal agreements between the parties are revoked by this Contract.

In the event any section, sentence, clause or phrase of the Contract is adjudicated by a court of last resort, and of competent jurisdiction, to be invalid or illegal, the remainder of this Contract shall be unaffected by such adjudication, and all other provisions of this Contract shall remain in full force and effect as though the section, sentence, clause or phrase so adjudicated to be invalid had not been included herein.

PROJECT DESCRIPTION

Contractor shall furnish all labor, material, equipment and services and perform and complete all work required for the **Wastewater Treatment Plant Headworks Upgrade**.

ALTERATIONS

The following alterations were made in this contract before it was signed by the parties hereto (if no alternates, state "NONE"):

The Project must be completed as set forth in the Project Schedule. Bidder certifies that he/she can complete the Project, ignoring Delays and Changes as defined in the General Conditions as set forth in the Project Schedule.

IN WITNESS WHEREOF, the parties hereto have executed this contract as of the date entered on the first page of the contract.

THE CITY OF IMPERIAL

CONTRACTOR

Signature _____

Signature _____

Title _____ Name _____

Title

Attest:

EMPLOYER IDENTIFICATION
NO.
(As used on Employer's Quarterly
Federal Tax Return, U.S. Treasury
Department Form 941)

Debra Jackson
City Clerk

**CITY OF IMPERIAL, CALIFORNIA
WASTEWATER TREATMENT PLANT
HEADWORKS UPGRADE PROJECT
BID NO. 2015-08**

IMPERIAL, CALIFORNIA

Special Requirements

AUGUST 2015



TABLE OF CONTENTS

<u>Special Requirements</u>	<u>Page</u>
1. The Requirement	SR-1
2. Location of Contract Work Site	SR-1
3. Examination of Plans, Specifications, and Site of Work	SR-1
4. Contract Drawings	SR-1
5. Time of Completion and Liquidated Damages	SR-2
6. Construction Schedule	SR-2
7. Data to be Submitted by Contractor	SR-2
8. “Or Equal” Items	SR-3
9. Change Orders	SR-4
10. Rights-of-Way	SR-4
11. Permits and Fees	SR-5
12. Work to be Done by Others	SR-5
13. Construction Water and Power	SR-5
14. Sewage Spill Containment Plan and Sewer Bypass/Phasing Plan.....	SR-5
15. Export material	SR-6
16. Dewatering and Excavation Shoring	SR-6
17. Potholing of Existing Utilities By Contractor	SR-6
18. Traffic and Access	SR-6
19. Construction Staking	SR-7
20. Field Test, Adjustment and Initial Operation	SR-7
21. Operating and Maintenance Instructions	SR-8
22. Control Wiring and SCADA Connections	SR-8
23. Miscellaneous Special Conditions	SR-8
24. Storm Water Pollution Prevention Plan.....	SR-9

SPECIAL REQUIREMENTS FOR
THE CITY OF IMPERIAL
WASTEWATER TREATMENT PLANT HEADWORKS UPGRADE

1. THE REQUIREMENT

The work to be performed under this Contract consists of:

Contractor shall furnish all labor, material, equipment and services to perform and complete all work required for the **Wastewater Treatment Plant Headworks Upgrade** as per the Project Specifications. The project will generally include the installation of two fine screens and one microscreen, concrete work, installation of a shade structure, electrical work, site work, and removal of the existing headworks screens and electrical; and all incidental work as required by the Specifications and Construction Drawings.

2. LOCATION OF CONTRACT WORK SITE

The Contract work site is in the City of Imperial in Imperial County, California located at the intersection of Worthington Road and B-Street north of 14th Street within the city limits of Imperial, California. Refer to Sheet 1 of Contract Drawings for Vicinity Map.

3. EXAMINATION OF PLANS, SPECIFICATIONS, AND SITE OF WORK

The Bidder shall examine carefully, the site of the work contemplated. The submission of a bid shall be conclusive evidence that the bidder has investigated and is satisfied as to the conditions to be encountered as to the character, quality, and scope of work to be performed: the quantities of materials to be furnished, and as to the requirements of the bid proposals, plans, and specifications.

All existing elevations shown on the plans are approximate only. The Contractor shall recognize and acknowledge the condition that the bid lump sum price shall include all earthwork activities irrespective of the possible localized difference in contour elevations and actual ground; and that there will be no additional compensation from the Owner for earthwork changes, engineering, or field staking in this regard.

4. CONTRACT DRAWINGS

Sheet Nos. 1 through 69 (bound separately) accompany this specification and are made a part of the Contract Documents.

5. TIME OF COMPLETION AND LIQUIDATED DAMAGES

- A. After the Contract Documents are executed, the City will give the Contractor notice to proceed. After this notice is given, the headworks, clarifier bypass, and plant water pump skid shall be field tested and operational and the walkway over the existing aeration basin shall be completed within **150 (one-hundred and fifty) calendar days**.
- B. Final project cleanup; completion of all final project "punch list" items; preparation and acceptance of O&M manuals; submittal of all as-built Record Drawings and Certifications; and completion of all miscellaneous contract requirements other than those specified above, shall be completed within **175 (one-hundred and seventy five) calendar days**. Final acceptance testing shall not commence until the diesel generator has been installed and is operational.

Completion time in calendar days noted in Items A and B above includes Saturdays, Sundays, and holidays.

The liquidated damages of **\$1,000.00 per calendar day** shall be deducted from any compensation due the Contractor should he fail to complete the work required by the terms of his Contract within the time specified in Item A above, plus any authorized time extensions. The amount of liquidated damages to be applied to Item B above shall be at the rate of **\$300.00 per calendar day**.

Substantial completion is defined as the facility has been completely constructed, tested, field adjusted, started up, and operational in automatic mode.

6. CONSTRUCTION SCHEDULE

Contractor shall submit a construction schedule immediately after "Award of Contract". The schedule shall conform to the Contract Completion Schedule stated in these Special Requirements, and shall show dates for beginning and completing all aspects of contract work, including expected dates (both delivery and installation) for the required submittal data listed in these Special Requirements and the Detailed Specifications. Contractor shall understand that this schedule will be tentative, and subject to modification and updating by the Contractor (as approved by Owner) as the contract work progresses.

7. DATA TO BE SUBMITTED BY CONTRACTOR

Within ten (10) calendar days following Award of Contract, Contractor shall submit to Engineer for review and approval a complete submittal schedule, indicating all required submittals, expected submittals dates, and a submittal numbering system.

Within thirty (30) calendar days following Award of Contract, the Contractor shall submit to the Engineer for review and approval (before any material is purchased and/or before any shop fabrication is started), all required submittals per the Detailed

Technical Specifications; including detailed material and equipment lists and shop fabrication drawings for all items to be incorporated into the contract work. Contractor shall submit seven (7) copies of the submittals to the Owner's representative and shall be accompanied by a letter of transmittal listing the drawings submitted, the submittal number, and revision number of each submittal. Drawings shall show the name of the project, the name of the Contractor, and, if any, the names of suppliers, manufacturers, and subcontractors. Shop drawings shall be submitted with promptness and in an orderly sequence so as to cause no delay in prosecution of the work. A summary of the required submittals is listed below:

1. Fine Screens and Control Panels, Microscreen and Control Panel, Pumps and Control Panels;
2. Shop Drawings for: fabricated piping, valves, fittings, re-bar for concrete, and all miscellaneous fabricated items.
3. The Contractor shall submit, to the Owner for approval prior to beginning construction, a detailed plan relative to the proposed construction of the reinforced concrete headworks channel and splitter box. The plan shall include the location of all construction joints, keyways, and waterstops. The plan shall also include the sequencing and methods of construction, including excavation, forming, reinforcing placement, concrete pouring, and concrete finishing of vertical and sloping wall and sewer by-pass pumping. The Contractor is hereby notified that the reinforced concrete walls and floors shall be poured with interior and exterior forms. The Contractor shall not pour concrete against native earth.

Engineer will review each submittal (and subsequent re-submittal, if necessary) within fourteen (14) calendar days following date of receipt. Contractor shall be responsible for any delays in equipment delivery due to incompleteness of submittals and due to not meeting the submittal schedule outlined herein. Additionally, all costs associated with Engineering review beyond the second submission of any particular shop drawing or submittal shall be borne by the Contractor.

The Engineer's approval of the contractor's submittal shall not relieve the Contractor from having the entire responsibility for the correctness of details and dimensions. The Contractor shall assume all responsibility and risk for misfits due to any errors in the Contractor's submittal data.

No portion of the work requiring a shop drawing submittal shall be commenced until the submittal has been reviewed by the Owner's representative and returned to the Contractor with a notation indicating that re-submittal is not required.

8. "OR EQUAL" ITEMS

In any case where these specifications call for one or more products, equipment, materials, or services by specific brand or trade name, which is then followed by the words "or approved equal" or similar, then the following procedures shall apply. A

bidder wishing to substitute "an equal" item(s) shall specifically name or describe the proposed substituted item on the Certified Data Sheet. If the bidder has requested substitution of "an equal" item(s) on the Certified Data Sheet, the bidder shall submit data substantiating the request for a substitution of "an equal" item(s) with their bid proposal. Any changes or re-design required by the furnishing and installation of substituted material, equipment and other items shall be arranged for and paid for by the Contractor; and any expense so incurred shall be at no additional cost to the Owner. Additionally, no contract time extension will be granted for Owner or Engineer review time pertaining to a Contractor proposed equipment or material substitutions.

If the successful bidder has not requested in their bid the substitution of "an equal" item(s) or should the Engineer reject submitted items on the Certified Data Sheet and the Contractor fails to resubmit within seven (7) days, substitution will not be permitted. The Engineer shall have sole discretion to determine whether a proposed substitution is in fact "an equal" item.

9. CHANGE ORDERS

The following procedure supplements the Standard Specifications and must be followed in order for the Owner to approve payments for Change Orders:

- First: The Contractor must report any condition for which he expects to claim an extra, to the Inspector and Owner immediately. A written claim shall be received by the Engineer within 10 days.
- Second: Before any work on the Item to be claimed as an extra takes place, the Contractor must agree, in writing, to a lump sum price for doing the work.
- Third: Upon the Owner's acceptance of the lump sum price, the Contractor must sign and return to the Owner, a formal Change Order Agreement.
- Fourth: After the Change Order Agreement is signed by the Owner, the Contractor can proceed with the work on the Item claimed.

10. RIGHTS-OF-WAY

The contract work under these Special Requirements, Detailed Specifications, and Drawings for the City of Imperial Wastewater Treatment Plant Upgrade is located upon lands which are owned by the City of Imperial.

Contractor shall proceed with the contract work in such a manner, and as directed by the Owner, as to cause no permanent damage to land and/or trees and/or improvements outside of the site formation area.

11. PERMITS AND FEES

Contractor shall secure at his own expense all permits and/or licenses necessary to the prosecution of the contract work, except for any permits and/or licenses stated herein to have been secured and paid for by the Owner.

12. WORK TO BE DONE BY OTHERS

Work to be done by others is listed below:

- a. SCADA programming

13. CONSTRUCTION WATER AND POWER

Owner will furnish non-potable construction water to the Contractor, free of charge, from existing water systems adjacent to a portion of the work. Contractor shall arrange with the City regarding placement of a hydrant meter; and shall furnish and install all necessary piping, fittings, connections, pumps, gages, etc., required to provide approved facilities to deliver construction water into pipelines to be constructed herein. Contractor shall fill all pipelines with construction water and may obtain construction water to be used in compacting trench backfill and for grading compaction. Contractor shall develop any other sources of construction water at his own expense.

The Contractor shall provide, at his own expense, all necessary power required for his operations under the Contract. The Contractor shall provide and maintain in good order such modern power equipment and installation as shall be adequate, in the opinion of the Owner to perform in a safe and satisfactory manner the work required by the Contract.

14. SEWAGE SPILL CONTAINMENT PLAN AND SEWER BYPASS / PHASING PLAN

Installation of the screen structure will require that a portion of the existing sewer flows to the Plant be contained and pumped to the existing aeration basins so that service is not interrupted. The Contractor shall generate, and submit to the City at the Pre-Construction Meeting, a “Sewage Spill Containment Plan and Sewer Bypass Phasing Plan” that details the general order of construction, complete with details of where, when, and how the Contractor plans to bypass the existing mainline flows. The temporary bypass will be allowed to operate overnight as required by construction. Bypass system shall be monitored at all times, even overnight.

The Contractor shall arrange for, furnish, and install all required bypass equipment, pumps, generators, screening equipment, piping, fittings, connections, traffic control, etc. required to bypass the existing sewer flows during construction. All bypass equipment shall be installed and immediately operable to provide complete redundancy (primary and backup systems) to handle peak flow. Contractor shall provide for personnel to continuously monitor the bypass system and equipment.

The bidder shall include all costs of bypassing the sewer in the appropriate bid item and no further compensation will be made to the Contractor by the City.

15. EXPORT MATERIAL

It is anticipated that some export material may be generated during site grading procedures and construction activities. Any material not suitable to complete the site grading in accordance with the contract drawings or excess generated material shall be placed on the jobsite as directed by the Owner. Excess material and/or unsuitable fill shall be placed and compacted to 80% R.C. minimum. All costs associated with importing or exporting material shall be included in the applicable bid prices and no additional compensation shall be made therefore.

16. DEWATERING AND EXCAVATION SHORING

It is anticipated that groundwater may be encountered at a depth of 10-15' below ground surface. Contractor shall assume all cost and liabilities incurred, should a groundwater problem arise. The Contractor shall be responsible for all dewatering activities, including water disposal, necessary to satisfactorily complete the project. The Contractor shall be responsible to provide all necessary trench and excavation shoring necessary to construct the facility in conformance with all applicable CAL-OSHA requirements. No additional payments will be made to the Contractor for dewatering efforts necessary to complete this project.

17. POTHOLING OF EXISTING UTILITIES BY CONTRACTOR

The Engineer has shown from a field check and/or record research the approximate location of known underground waterlines, electrical conduits, and gas line interference facilities. Other underground facilities, not shown on the Drawings, may and probably do exist. Therefore, it shall be the Contractor's responsibility to locate, protect, preserve, etc. all existing underground or overhead facilities in accordance with other applicable provisions of the Special Requirements, Detailed Specifications, and Drawings. In order to provide sufficient lead time to resolve unforeseen conflicts, order materials and take other appropriate measures to ensure that there is no delay in work, the Contractor shall expose all utility mains that must be crossed or closely paralleled at least five (5) working days in advance of commencing construction. The Owner reserves the right to make minor adjustments in alignment and grade, all at no additional cost to the Owner.

18. TRAFFIC AND ACCESS

Traffic and access shall comply with Section 7-10 of the "Standard Specifications for Public Works Construction" and "Work Area Traffic Control Handbook", (W.A.T.C.H. Manual) as published by Building News, Inc. The Contractor's operations shall cause no unnecessary inconvenience. The access rights of the public shall be considered at all times. Unless otherwise authorized, traffic shall be permitted to pass through the work, or an approved detour shall be provided. At least one (1) lane on cross streets

shall be available at all times for use of vehicles and emergency equipment. Safe and adequate pedestrian and vehicular access shall be provided and maintained to fire hydrants, commercial and industrial establishments of similar nature. Access to these facilities shall be continuous and unobstructed unless otherwise approved by the Engineer.

19. CONSTRUCTION STAKING

The Contractor shall provide construction staking required for the proposed work in accordance with the contract drawings.

The Contractor shall preserve bench marks, survey stakes, and points set for lines, grades, or measurement of the work in their proper places until authorized by the Owner to remove them. In case of their destruction or removal by him or his employees or agents, they shall be replaced at the Contractor's expense.

Cut sheets shall be furnished to the Inspector prior to any excavation or significant construction activity. The contractor shall employ a fully licensed and qualified surveyor to be approved by the Owner to provide the Construction staking for this project.

20. FIELD TEST, ADJUSTMENT AND INITIAL OPERATION

All mechanical and electrical equipment shall be tested by the Contractor to the satisfaction of the Owner and Engineer before any facility is put into initial operation. Tests shall be made to determine whether the equipment has been properly assembled, aligned, adjusted and connected. Any changes, adjustments or replacements required to make the equipment operate as specified shall be carried out by the Contractor as part of the contract work. The following shall be part of the field testing and initial operation:

A. EQUIPMENT START-UP

After all acceptance tests have been completed by the Contractor and District but prior to final acceptance, the Contractor shall recheck all equipment for proper alignment and adjustment, check oil levels, re-lubricate all bearings and wearing points, and in general assure that all equipment is in proper condition for regular continuous operation.

B. OPERATION INSTRUCTIONS

The Contractor shall not install any item of machinery or process equipment until he has delivered to the engineer a copy of the manufacturer's installation instructions. Prior to final acceptance, the Contractor shall furnish to the engineer the number of bound sets of the Operations and Maintenance Manuals as described in the Special Conditions, for all such equipment.

C. AS-BUILT DRAWINGS

At the completion of all work, the Contractor shall furnish the engineer a set of as-built drawings. As-built drawings are prints of the contract drawings, marked to show all changes, additions, or modifications to the drawings brought about by the construction work.

21. OPERATING AND MAINTENANCE INSTRUCTIONS

Prior to final acceptance of the work, Contractor shall submit two (2) sets of the manufacturer's operating and maintenance instructions for each piece of equipment to the Engineer for approval. Operating and Maintenance Instructions shall be submitted for all mechanical, hydraulic, pneumatic, and electrical equipment involved in the project works and shall include replacement parts lists covering each piece of equipment or equipment assembly.

After approval of the preliminary submittals of operating and maintenance instructions by the Engineer, Contractor shall deliver five (5) complete sets of the Operating and Maintenance Instructions to the Engineer for distribution to the City. Each set of instructions shall be properly indexed and bound in a suitable cover.

22. CONTROLS WIRING AND SCADA CONNECTIONS

SKM Inc., shall be responsible to land all communication wiring and establish SCADA communications between the proposed and existing facilities. The Contractor shall bring all signal wires and cables to the PLC as part of the contract work.

23. MISCELLANEOUS SPECIAL CONDITIONS

A. PRE-CONSTRUCTION CONFERENCE

The Contractor will be required to attend a pre-construction conference prior to beginning construction. The Owner will set up this conference shortly after execution of the contract. The attendees shall include the City of Imperial, Engineer, Contractor, Inspector, and all pertinent subcontractors.

B. PARTIAL PAYMENT REQUESTS

Contractor shall submit all invoicing and requests for payment for completed portions of the work directly to the Owner for review and approval on an approved partial payment estimate form. Said invoicing shall be signed by the Inspector and submitted at intervals no less than 30 calendar days, generally by the 25th day of each month.

C. COMPACTION TESTING

The Contractor will arrange for a qualified soils engineering laboratory to perform all compaction testing. The Contractor shall submit copies of all compaction tests to the Owner. Compaction test shall be performed in accordance with the soils report and as determined necessary by the soils engineer or record. Compaction testing will include, but is not limited to: all trenches (every 50 L.F.), building foundation (1 test per every 200 S.F. and below each building column footing), lift station slab, A.C. pavement, concrete foundations, and manhole subgrade.

D. BREAKDOWN OF CONTRACT PRICE

Within 10 days following the date the Owner issues the written notice of “Award of Contract”. Contractor shall submit a detailed price breakdown (“Schedule of Values”) of any or all of this bid items for the work. Such price breakdown shall be in accordance with the bid items and sub-items indicated on the Certified Data Sheet; and shall include quantities, unit prices, and any other information required, in sufficient detail to enable it to be used by the Owner in preparing monthly payment estimates. The Breakdown of Contract Price” prepared by the Contractor shall be subject to approval by the Owner.

E. CONCRETE TESTING LABORATORY

The Contractor shall propose a concrete testing laboratory for employment, at their expense, to the Owner for review. If in the opinion of the Engineer the concrete testing laboratory is not able to meet the requirements of these specifications, the Contractor shall employ a laboratory recommended by the Owner. The cost of all concrete testing shall be the responsibility of the Contractor. The results of all concrete tests shall be submitted to the Owner immediately following testing. Concrete tests shall be made in accordance with Specification Section 033000.

F. CONTRACTORS REPRESENTATIVE

The Contractor shall at all times, while work is being performed on this project, have a qualified superintendent who is a direct employee of the prime Contractor on-site who is responsible for the work being performed. The Contractor’s representative shall be fully authorized to act on behalf of the Contractor.

24. STORM WATER POLLUTION PREVENTION PLAN (SWPPP)

The Contractor shall be responsible to prepare and submit the SWPPP for this project as required by the City. The Contractor shall also be solely responsible to ensure that all applicable provisions of the SWPPP are being adhered to continuously during the construction of the proposed facilities. All costs associated with the preparation and/or obtaining said SWPPP shall be borne by the Contractor.