

**CITY OF VISALIA, CA
ENGINEERING AND BUILDING DEPARTMENT
ENGINEERING DIVISION**

REQUEST FOR BID NO. 24-25-11



CONSTRUCTION SPECIFICATIONS

FOR CONSTRUCTION ON

**WATER RECLAMATION FACILITY
SOLIDS HANDLING IMPROVEMENTS**

IN

**CITY OF VISALIA, CA
TULARE COUNTY**

Bid Submittal Deadline: 2:00 P.M., on Thursday, June 26, 2025

Dated: May 2025

Volume 1 of 3

RFB No. 24-25-11

WATER RECLAMATION FACILITY SOLIDS HANDLING IMPROVEMENTS

These project specifications contained herein have been prepared by or under the direction of Rehana Cale, Senior Project Manager.

CITY OF VISALIA

Rehana Cale, MBA, MPH

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ATTACHMENTS:

1. City of Visalia Labor Compliance Manual
2. City of Visalia Engineering Standard Specifications
3. COV Engineering Standard Specification Amendments
4. Geotechnical Engineering Investigation Report, BSK Associates, December 2024
5. Sample Final Payment Affidavit
6. Applicable Prevailing Wages
7. Volume 2: Technical Specifications
8. Volume 3: Drawings

**CITY OF VISALIA
STATE OF CALIFORNIA
NOTICE TO CONTRACTORS**

SEALED PROPOSALS will be received at the office of the Purchasing Division, City Hall West, 707 W. Acequia, Visalia, California 93291, until **2:00 P.M. on Thursday, June 26, 2025**, for furnishing materials, supplies, equipment and labor for performing the work as specified in the approved Plans, the Standard Specifications, the Construction Specifications and other Contract Documents for the following project:

**Project Name: CONSTRUCTION OF SOLIDS HANDLING IMPROVEMENTS
AT VISALIA WATER RECLAMATION FACILITY**
RFB No.: 24-25-11

Bids are required for the entire work, complete and in place. Bids may be shipped or delivered as specified in Section 60, Special Provisions.

TIME OF COMPLETION: 310 working days as specified in Section 60-4 of the specifications.

MANDATORY PRE-BID MEETING: Mandatory Pre-Bid meetings have been scheduled for this project. Bidder (Prime Contractor) attendance at one (1) of the pre-bid meetings is required in order to be eligible to submit a bid on the project. Meetings will be held at the jobsite: Water Reclamation Facility, 7579 Avenue 288, Visalia, CA, as follows:

Tuesday, June 3, 2025 at 8:30am
and
Thursday, June 5, 2025 at 8:30am

QUESTIONS: Direct questions regarding this Project to the Purchasing Department, by emailing purchasing@visalia.gov. Questions must be received by 4:00 p.m. on Thursday, June 12, 2025.

ENGINEER'S ESTIMATE: The probable construction cost is estimated to be: **\$19,000,000**.

TO OBTAIN SPECIFICATIONS AND BID DOCUMENTS: Plans, forms of proposals, bonds, and other contract documents may be requested from the office of the Purchasing Division, 707 W. Acequia, Visalia, California 93291, by telephone (559) 713-4334, or by email: purchasing@visalia.gov.

If documents do not exceed our email capacity, they will be emailed to the requestor. Otherwise, plans may be downloaded via the City's file share drive link which will be provided to requestors. A copy of the plans and bidding documents are also available at various builders' exchanges.

If electronic documents (USB) are requested to be shipped overnight via Fed-ex, the Contractor will be responsible for all shipping charges incurred and will be billed by the shipping company directly.

The City of Visalia has Engineering Standard Specifications, Construction Specifications, Bidding Documents, Engineering Design & Improvement Standards, Landscape Standard Specifications, and Landscape Standard Plans. The Bidder shall thoroughly review all documents prior to submitting a bid.

No bid will be considered unless it is made on a proposal form furnished by the City of Visalia. The following documents must be completed and submitted with the bid, unless stated otherwise in that individual document.

Complete and Submit the following with Sealed Bid:

- **Section 1 (pgs. 5-6 of RFB document)**
Bid Proposal and Acknowledgement of Addenda
- **Section 2 Required Bid Proposal Forms (pgs. 7-21 of the RFB document)**
Public Contract Code Questionnaire
Bidder's Statement on Previous Contracts Subject to EEO Clause
Equal Employment Opportunity Compliance Certificate
Clean Air and Water Pollution Control Certificate
Non-Collusion Affidavit
Workers Compensation Compliance Certificate
Drug Free Workplace Certification
Disclosure Statements
Certification of Anti-kickback Compliance
Americans With Disabilities Act Compliance Certificate
Certificate of Non-Segregated Facilities
Iran Contracting Certification
Bid Proposal Contract,
- **Additional Required Forms and Documents (pgs. 22 – 27 of the RFB document)**
Subcontractor List,
Contractor's Reference Form,
Bidders Bond/Bid Security,
All Addenda issued during the bidding process must be signed and submitted with the bid document.

Depending on the nature of the project, other documents may be included by the City and shall be completed in all respects and submitted by the bidder with the bid or as otherwise indicated by the City.

BIDDER'S BOND: Each bid must be accompanied by cash, cashier's check, certified check, or bidder's bond made payable to the City of Visalia for an amount equal to at least ten percent (10%) of the amount of bid, such guaranty to be forfeited should the bidder to whom the contract is awarded fail to enter into the contract.

All bids are to be compared on the basis of the Engineer's estimate of the quantities of work to be done as shown in the bid proposal form. No bid will be accepted from a Contractor who has not been licensed in accordance with provisions of Chapter 9 of Division 3 of the State of California Business and Professions Code. This project requires the Contractor to have a **Class A license**.

Contractor shall have experience constructing at least two projects of similar size and scope within the past five years which shall be included in the list of Contractor's References. Upon request, contractor shall provide documentation with proof of experience.

All Contractors and/or subcontractors shall be required to obtain a City of Visalia Business Tax Certificate. No payment will be made to any Contractor until such license is obtained.

The special attention of prospective bidders is called to Section 2 "Proposal Requirements and Conditions" of the Standard Specifications, for full directions as to bidding, etc.

PUBLIC WORKS PROJECT: Bidders/Contractors must be registered with the State of California Department of Industrial Relations in compliance with SB854 which states: A contractor or subcontractor shall not be qualified to bid on, be listed in a bid proposal, subject to the requirements of Section 4104 of the Public Contract Code, or engage in the performance of any contract for public work, as defined in this

chapter, unless currently registered and qualified to perform public work pursuant to Section 1725.5. Awarded Contractor will be required to furnish electronic payroll records for project to the Labor Commissioner.

This project is subject to payment of State prevailing wages, monitoring by the Labor Commissioner, DIR Registration and other requirements listed in the City of Visalia Labor Compliance Manual.

Per California Labor Code, the following statements are hereby incorporated into RFB 24-25-11:

As set forth in CLC section 1771.1(a), all contractors and subcontractors must be currently registered and qualified to perform public work pursuant to CLC section 1725.5 to be qualified to bid, be listed in a bid proposal, or perform any public work for the COV. Proof of registration for each contractor and subcontractor listed on the bid is required.

As set forth in CLC section 1771.4(a)(1), notice is given that this project is a public work, subject to compliance monitoring and enforcement by the Department of Industrial Relations.

As set forth in CLC section 1773, the COV shall obtain the general prevailing rate per diem wages and the general prevailing rate for holiday and overtime work in the locality in which the public work is to be performed for each craft, classification, or type of worker needed to execute the contract from the Director of Industrial Relations. In accordance with labor code section 1773.2, this information is to be included in the bid specifications and in the contract itself.

This project will be subject to all applicable State Wage Determinations. The Contractor will be responsible for paying wages from the State Wage Determinations for all trades. The wages are set forth in the General Prevailing Wage Rates for this project, available at City of Visalia address and available from the following website links: <http://www.dir.ca.gov/dlsr/PWD/index.htm>.

In accordance with the provisions of Section 1770 of the Labor Code, the Director of the Department of Industrial Relations of the State of California has ascertained the general prevailing rate of wage: and employer payments for health and welfare, pension, vacation, travel time and subsistence pay as provided in Section 1773.8, apprenticeship or other training programs authorized by Section 3093, and similar purposes applicable to the work to be done. These rates shall be a part of the Contract and are on file in the office of the City Engineer and will be made available to any interested person on request. The Contractor must ensure that employees and applicants for employment are not discriminated against because of their race, color, religion, sex or national origin.

Pursuant to Section 22300 of the California Public Contract Code (Section 10263 of the Public Contract Code for State Agencies), the Contractor may substitute securities for any money held by the Owner to insure performance of the contract. At the request and expense of the Contractor, securities equivalent to the amount withheld shall be deposited with the Owner or with a State or federally chartered banks as an escrow agent, who shall return such securities to the Contractor upon satisfactory completion of the contract. Deposit of securities with an escrow agent shall be subject to written agreement in accordance with the provisions of Section 22300. The Owner shall not certify that the contract has been completed until at least 35 days after filing by the Owner of a Notice of Completion. Securities eligible for investment under this Section shall be limited to those listed in Section 16430 of the California Government Code, bank or savings and loan certificates of deposit, interest bearing demand deposit accounts, standby letters of credit, or any other security mutually agreed upon by the Contractor and the public agency.

Executive Order N-6-22 – Russia Sanctions On March 4, 2022, Governor Gavin Newsom issued Executive Order N-6-22 (the EO) regarding Economic Sanctions against Russia and Russian entities and individuals. “Economic Sanctions” refers to sanctions imposed by the U.S. government in response to Russia’s actions in Ukraine, as well as any sanctions imposed under state law. By submitting a bid or proposal, Contractor represents that it is not a target of Economic Sanctions. Should the State determine Contractor is a target of Economic Sanctions or is conducting prohibited transactions with sanctioned individuals or entities, that shall be grounds for rejection of the Contractor’s bid/proposal any time prior to contract execution, or, if determined after contract execution, shall be grounds for termination by the State.

This project is subject to payment of State prevailing wages, monitoring by the Labor Commissioner, DIR Registration and other requirements listed in the City of Visalia Labor Compliance Manual.

THE CITY HEREBY AFFIRMATIVELY ENSURES that Minority Business Enterprises and Disadvantaged Business Enterprises (DBE) will be afforded full opportunity to submit proposals in response to this notice. Individuals and/or entities submitting bids/proposals to the City of Visalia will not be discriminated against on the basis of race, religious creed, color, national origin, ancestry, physical or mental disability, medical condition, genetic information, marital status, gender, gender identity or expression, age, sexual orientation, or military and veteran status in any consideration leading to the award of contract.

The City of Visalia reserves the right to reject any or all bids.

CITY OF VISALIA
Rehana Cale
Project Manager

BID PROPOSAL

SECTION 1 BID ITEM PROPOSAL SCHEDULE

FROM: CONTRACTOR

Company Name of Bidder

Bids are required for the entire work complete and in place. Contractor must fill out all portions of Bid Proposal Form, including the Base Bid Schedule.

For improvement of:

RFB No.: 24-25-11

**Project Name: CONSTRUCTION OF SOLIDS HANDLING IMPROVEMENTS AT
 VISALIA'S WATER RECLAMATION FACILITY**

To the City Clerk of the City of Visalia:

The undersigned as bidder declares that he has carefully examined the location of the proposed work, that he has examined the plans and specifications and read the accompanying instructions to bidders, and hereby proposes and agrees, if this proposal is accepted, to furnish all materials and do all the work required to complete said work in accordance with said Plans, if any, Standard Specifications, Construction Specifications and Contract Documents in the time and manner therein prescribed, for the unit price or lump sum price set forth in the following **Bid Schedule**:

ITEM NO.	DESCRIPTION OF WORK	LUMP SUM PRICE (\$)
1	Mobilization & Demobilization	
2	Temporary Excavation Support	
3	Water Pollution Prevention	
4	TWAS Bypass System	
5	TWAS Pipe Cleaning and Inspection	
6	TWAS Cleanouts	
7	Screw Press System	
8	Polymer Storage Area	
9	Sludge Drying Bed Site Civil	
10	Sludge Drying Bed Foundation and Structure	
11	Sludge Drying Bed Yard Piping	
12	Digester Cleaning Pond Site Civil	
13	Digester Cleaning Pond Foundation and Structure	
14	Digester Cleaning Pond Yard Piping and Quick Connection Pad	
15	Digester Cleaning Pond Inlet and Outlet Structures	
16	Project Commissioning and Start-Up	
	TOTAL BID AMOUNT (\$) =	_____

All bids will be checked for accuracy. In case of a discrepancy between unit price and total, the unit price shall prevail.

LOWEST BIDDER will be determined by the lowest TOTAL BID AMOUNT.

The Contract, if awarded, will be to the lowest bidder whose bid the City deems both responsive and responsible and complies with all the requirements described. Contractor shall have experience constructing at least two projects of similar size and scope within the past five years and include this information under Contractor's References section of bid. Upon request, contractor shall provide documentation with proof of experience.

If this proposal shall be accepted and the undersigned shall fail to contract as aforesaid and to deliver the payment and performance bonds in the sums to be determined as aforesaid, with surety satisfactory to the City of Visalia, and to deliver all required insurance policies within ten (10) days, not including Sundays and legal holidays, after the bidder has received notice that the contract has been awarded, the City Council may, at its option, determine that the bidder has abandoned the Contract, and thereupon this proposal and the acceptance thereof shall be null and void, and the forfeiture of such security accompanying this proposal shall operate and the same shall be the property of the City of Visalia.

Bidder acknowledges receipt of the following addenda:

No. _____, dated _____, 20__

No. _____, dated _____, 20__

No. _____, dated _____, 20__

No. _____, dated _____, 20__

No. _____, dated _____, 20__

No. _____, dated _____, 20__

SECTION 2 FORMS REQUIRED WITH BID

Public Contract Code Section 10162 Questionnaire

In accordance with Public Contract Code Section 10162, the Bidder hereby completes, under penalty of perjury, the following questionnaire:

Has the bidder, or any office of the bidder, or any employee who has a proprietary interest in the bidder, ever been disqualified, removed, or otherwise prevented from bidding on, or completing a federal, state, or local government project because of a violation of law or a safety regulation?

Yes_____ No_____

If the answer is yes, explain the circumstances in the following space:

Public Contract Code Section 10232 Statement

In accordance with Public Contract Code Section 10232, the Contractor, hereby states under penalty of perjury, that no more than one final unappealable finding of contempt of court by a federal court has been issued against the Contractor within the immediately preceding two-year period because of the Contractor's failure to comply with an order of a federal court which orders the Contractor to comply with an order of the National Labor Relations Board.

Note: The above Questionnaire and Statement are a part of the Proposal. Signing this Proposal on the signature portion thereof shall also constitute signature, under penalty of perjury, of this Questionnaire and Statement.

Bidders are cautioned that making a false certification may subject the certifier to criminal prosecution.

**Bidder's Statement on Previous Contracts
Subject to Equal Employment Opportunity Clause
(Executive Order 11246)**

THIS FORM IS TO BE COMPLETED BY BIDDER AND SUBMITTED WITH BID

The BIDDER shall complete the following statement:

The BIDDER _____, proposed subcontractor _____, hereby certifies that he has_____, has not _____ participated in a previous contract subject to the Equal Employment Opportunity Clauses, as required by Executive Orders 10925, 11114, or 11246, and that, where required, he has filed with the Joint Reporting Committee, the Director of the Office of Federal Contract Compliance, a Federal Government contracting or administering agency, of the former President's Committee on Equal Employment Opportunity, all reports due under the applicable filing requirements.

The BIDDER has _____ has not _____ submitted all compliance reports in connection with any such contract due under the applicable filing requirements; and representations indicating submission of required compliance reports signed by proposed SUBBIDDERS will be awarded prior to award of subcontracts.

If the BIDDER has participated in previous contracts subject to the Equal Employment Opportunity Clause and has not submitted compliance reports due under applicable filing requirements, the BIDDER shall submit a compliance report on Standard Form 100, "Employee Information Report EEO-I" prior to award of the contract.

Note: Failure to complete the blanks may be grounds for rejecting the bid.

Company: _____

Business Address: _____

Signature: _____

Name: _____

Title _____

Date: _____

The Awarded Bidder shall obtain and keep on file, a copy of this form completed and signed by each of his/her subcontractors listed for this project.

The City reserves the right to ask the Awarded Contractor for the subcontractors completed forms at any time.

**Equal Employment Opportunity Compliance Certificate
(EXECUTIVE ORDER 11246)**

Equal Opportunity Clause

Unless exempted by rules, regulations or orders of the Secretary of Labor issued pursuant to Executive Orders 10925, 11114 or Section 204 of Executive Order 11246 of September 24, 1965, during the performance of each contract with the City of Visalia, the BIDDER agrees as follows:

1. The BIDDER will not discriminate against any employee or applicant for employment because of race, color, religion, gender, national origin or political affiliation. The BIDDER will take affirmative action to ensure that applicants are employed, and that employees are treated during employment, without regard to their race, color, religion, gender, national origin or political affiliation. Such action shall include, but not be limited to, the following: employment upgrading, demotion or transfer, recruitment or recruitment advertising, layoff or termination, rates of pay or other forms of compensation, and selection for training, including apprenticeship. The BIDDER agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided by the contracting officer setting forth the provisions of this nondiscrimination clause.
2. The BIDDER will, in all solicitations or advertisements for employees, placed by or on behalf of the BIDDER, state that all qualified applicants will receive consideration for employment without regard to race, color, religion, gender, national origin or political affiliation.
3. The BIDDER will send to each labor union or representative of workers with which he has a collective bargaining agreement or other contract or understanding, a notice to be provided by the agency contracting officer, advising the labor union or the workers' representative of the BIDDER's commitments under Section 202 of Executive Order 11246 of September 24, 1965, and shall post copies of the notice on conspicuous places available to employees and applicants for employment.
4. The BIDDER will comply with all provisions of Executive Order 11246 of September 24, 1965, and the rules, regulations and relevancy orders of the Secretary of Labor.
5. The BIDDER will furnish all information and reports required by Executive Order 11246 of September 24, 1965, and by the rules, regulations and relevant orders of the Secretary of Labor, or pursuant thereto, and will permit access to his books, records and accounts by the contracting agency and the Secretary of Labor for purposes of investigation to ascertain compliance with such rules, regulations and orders.
6. In the event of the BIDDER's non-compliance with the non-discrimination clauses of this subcontract or with any of such rules, regulations or orders, this subcontract may be canceled, terminated or suspended, in whole, or in part and the BIDDER may be declared ineligible for further government contracts in accordance with the procedures authorized in accordance with Executive Order 11246 of September 24, 1965, and such other sanctions may be imposed and remedies invoked as provided in Executive Order 11246 of September 24, 1965, or by rule, regulation or order of the Secretary of Labor, or otherwise provided by law.

7. The BIDDER will include the provisions of Paragraphs (1) through (7) in every subcontract or purchase order unless exempted by rules, regulations or orders of the Secretary of Labor issued pursuant to Section 204 of Executive Order 11246 of September 24, 1965, so that such provisions will be binding upon each SUBBIDDER or vendor. The BIDDER will take such action with respect to any subcontract or purchase order as the contracting agency may direct as a means of enforcing such provisions including sanctions for non-compliance. Provided, however, that in the event the BIDDER becomes involved in, or is threatened with litigation with a SUBBIDDER or vendor as a result of such direction by the contracting agency, the BIDDER may request the United States to enter into such litigation to protect the interest of the United States.

Company: _____

Business Address: _____

Signature: _____

Name _____

Title _____

Date: _____

Clean Air and Water Pollution Control Certification
(AIR 42 U.S.C. § 7401 et seq., 40 CFR Part 15.61, 49 CFR Part 18;
WATER: 33 U.S.C. § 1251)

BIDDER agrees that any facility to be used in the performance of the contract, or to benefit from the contract, is not listed on the Environmental Protection Agency List of Violating Facilities.

BIDDER also agrees to comply with all the requirements of Section 114 of the Clean Air Act, as amended, 42 U.S.C. 1857 et seq. and Section 308 of the Federal Water Pollution Control Act, as amended 33 U.S.C. 1251 et seq. relating to the inspection, monitoring, entry, reports and information, as well as all other requirements specified in Section 114 and Section 308 of the Acts, respectively, and all other regulations and guidelines issued thereunder.

BIDDER agrees that as a condition for award of the contract, the BIDDER will notify the awarding official of the receipt of any communication from the EPA indicating that a facility to be used for the performance of, or benefit from, the contract is under consideration to be listed on the EPA List of Violating Facilities.

Company: _____

Business Address: _____

Signature: _____

Name _____

Title _____

Date: _____

Non-Collusion Affidavit

(Title 23 United States Code Section 112 and Public Contract Code Section 7106)

In accordance with Title 23 United States Code section 112 and Public Contract Code 7106 the bidder declares that bid is not made in the interest of, or on behalf of, any undisclosed person, partnership, company, association, organization, or corporation; that the bid is genuine and not collusive or sham; 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 or any other bidder, or to fix any overhead, profit, or cost element of the bid price, or of that of any other bidder, or to secure any advantage against the public body awarding the contract 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.

Signature

Date

Note: The above Non-collusion Affidavit is part of the Proposal. Signing this Proposal on the signature portion thereof shall also constitute signature of this Non-collusion Affidavit.

Bidders are cautioned that making a false certification may subject the certifier to criminal prosecution.

STATE OF CALIFORNIA
DRUG-FREE WORKPLACE CERTIFICATION
 STD.21 (REV.12-93)

CERTIFICATION

I, the official named below, hereby swear that I am duly authorized legally to bind the contractor or grant recipient to the certification described below. I am fully aware that this certification, executed on the date below, is made under penalty of perjury under the laws of the State of California.

CONTRACTOR/BIDDER FIRM NAME	FEDERAL ID NUMBER
BY(Authorized Signature)	DATE EXECUTED
PRINTED NAME AND TITLE OF PERSON SIGNING	TELEPHONE NUMBER (Include Area Code) ()
TITLE	
CONTRACTOR/BIDDER FIRM'S MAILING ADDRESS	

The contractor or grant recipient named above hereby certifies compliance with Government Code Section 8355 in matters relating to providing a drug-free workplace. The above named contractor or grant recipient will:

1. Publish a statement notifying employees that unlawful manufacture, distribution, dispensation, possession, or use of a controlled substance is prohibited and specifying actions to be taken against employees for violations, as required by Government Code Section 8355(a).
2. Establish a Drug-Free Awareness Program as required by Government Code Section 8355(b), to inform employees about all of the following:
 - (a) The dangers of drug abuse in the workplace,
 - (b) The person's or organization's policy of maintaining a drug-free workplace,
 - (c) Any available counseling, rehabilitation and employee assistance programs, and
 - (d) Penalties that may be imposed upon employees for drug abuse violations.
3. Provide as required by Government Code Section 8355©, that every employee who works on the proposed contract or grant:
 - (a) Will receive a copy of the company's drug-free workplace policy statement, and
 - (b) Will agree to abide by the terms of the company's statement as a condition of employment on the contract or grant.
4. At the election of the contractor or grantee, from and after the "Date Executed" and until _____ (NOT TO EXCEED 36 MONTHS), the state will regard this certificate as valid for all contracts or grants entered into between the contractor or grantee and this state agency without requiring the contractor or grantee to provide a new and individual certificate for each contract or grant. If the contractor or grantee elects to fill in the blank date, then the terms and conditions of this certificate shall have the same force, meaning effect and enforceability as if a certificate were separately, specifically, and individually provided for each contract or grant between the contractor or grantee and this state agency.

DISCLOSURE STATEMENTS

The following disclosure and statement apply to the Bidder/Proposer/Contractor/Consultant/Vendor/Supplier or Company:

1. submitting a bid or proposal in response to a solicitation by City of Visalia; or
2. as Awardee of a contract/purchase order which is subject to approval by the Visalia City Council.

OWNERSHIP DISCLOSURE

Name of Bidder/Proposer/Contractor/Consultant/Vendor/Supplier or Company

Address

List the names of all principals, partners, and/or trustees. For corporations, provide names of officers, directors and all stockholders owning more than 10% equity interest in corporation:

CALIFORNIA LEVINE ACT STATEMENT

California Government Code Section 84308, also known as the "Levine Act," can prohibit members of the Visalia City Council from participating in any action related to a contract if he or she receives any political contributions totaling more than \$250 within the previous twelve (12) months, and for twelve (12) months following the date a final decision concerning the contract has been made, from the person or company awarded the contract. The Levine Act also requires disclosure of such contribution(s) by a party to be awarded a specific contract.

The following website contains a list of current Visalia City Council Members, https://www.visalia.city/government/city_council/default.asp. You are responsible for reviewing the names of Visalia City Council Members prior to making the following disclosure:

1. Have you or your company, or any agent on behalf of you or your company, made any political contributions of more than \$250 to a Visalia City Council Member in the twelve (12) months preceding the date of the submission of your proposals or the anticipated date of any City Council action related to this contract?

YES: _____ NO: _____ If yes, please identify the City Council Member(s) and date(s) of contribution in the space below:

Council Member(s) Name

Date of Contribution(s)

Answering YES, does not preclude the City of Visalia from awarding a contract to your firm or from taking any subsequent action related to the contract. It does, however, preclude the identified Visalia City Council Member(s) from participating in any actions related to this contract.

NOTICE: The disclosure duty under state law continues for twelve (12) months after the award. If the above information regarding contributions changes during this time after the award, then the awardee is required to update this disclosure form.

Print or Type Name of Bidder/Proposer/Contractor/Consultant/Supplier/Vendor/Company

Signature of Company Authorized Individual

Print or Type Name of Authorized Individual

Certification of Anti-Kickback Compliance
(48 Stat. 948; 62 Stat. 740; 63 Stat. 108; Title 18 U.S.C. § 8741; and 40 U.S.C. (c))

By submission of a Bid, the BIDDER certifies that it has read the “Anti-Kickback Procedures,” referenced above and that neither it nor any of its employees has performed or participated in any prohibited actions, as defined in that provision, relating to the award of the Contract. By commencing performance of the Contract work, the selected BIDDER certifies to Anti-Kickback Compliance.

Company: _____

Business Address: _____

Signature: _____

Name of Signing Official: _____

Title of Signing Official: _____

Date: _____

Company Seal:

Americans with Disabilities Act Compliance Certificate

By submission of a bid, the BIDDER certifies it will comply with the Americans with Disabilities Act, 42 U.S.C., 12101 et. seq., and will maintain compliance throughout the life of this Contract. By commencing performance of the Contract work, the selected BIDDER certifies to the Americans with Disabilities Act compliance.

Company: _____

Business Address: _____

Signature: _____

Name of Signing Official: _____

Title of Signing Official: _____

Date: _____

Company Seal:

**Certificate of Nonsegregated Facilities
(Bidders/Subcontractors)**

1. "Segregated facilities," as used in this provision, means any waiting rooms, work areas, rest rooms and wash rooms, restaurants and other eating areas, time clocks, locker rooms and other storage or dressing areas, parking lots, drinking fountains, recreation or entertainment areas, transportation, and housing facilities provided for employees, that are segregated by explicit directive or are in fact segregated on the basis of race, color, religion, or national origin, because of habit, local custom, or otherwise.
2. By the submission of a bid, the BIDDER certifies that it does not and will not maintain or provide for its employees any segregated facilities at any of its establishments, and that it does not and will not permit its employees to perform their services at any location under its control where segregated facilities are maintained. The BIDDER agrees that a breach of this certification is a violation of the Equal Opportunity clause in the contract.
3. By submission of the bid, the BIDDER further agrees that (except where it has obtained identical certifications from proposed SUBCONTRACTORS for specific time periods) it will:
 - a. Obtain identical certifications from proposed SUBCONTRACTORS before the award of subcontracts under which the SUB-BIDDER will be subject to the Equal Opportunity clause;
 - b. Retain such certifications in its files; and
 - c. Forward this certification and the following notice to the proposed SUBCONTRACTORS:

**NOTICE OF PROSPECTIVE SUBCONTRACTORS OF REQUIREMENT
FOR CERTIFICATION OF NONSEGREGATED FACILITIES**

A certificate of Nonsegregated Facilities must be submitted before the award of a subcontract under which the SUBCONTRACTOR will be subject to the equal Opportunity clause. The certification may be submitted either for each SUBCONTRACTOR for all subcontracts during a period (i.e., quarterly, semi-annually, or annually).

4. By commencing performance of the Contract work, the selected BIDDER certifies to the Nonsegregated Facilities provisions above.

Company: _____

Business Address: _____

Signature: _____

Name: _____

Title: _____

Date: _____

Iran Contracting Act Certification
(Public Contract Code Section 2200 et seq.)

As required by California Public Contract Code Section 2204, the Contractor certifies subject to penalty for perjury that the option checked below relating to the Contractor's status in regard to the Iran Contracting Act of 2010 (Public Contract Code Section 2200 et seq.) is true and correct.

Please check one:

- ☐ The Contractor is not:
- (1) ☐ Identified on the current list of persons and entities engaged in investment activities in Iran prepared by the California Department of General Services in accordance with subdivision (b) of Public Contract Code Section 2203; or
- (2) ☐ A financial institution that extends, for 45 days or more, credit in the amount of \$20,000,000 or more to any other person or entity identified on the current list of persons and entities engaging in investment activities in Iran prepared by the California Department of General Services in accordance with subdivision (b) of Public Contract Code Section 2203, if that person or entity uses or will use the credit to provide goods or services in the energy sector in Iran.

☐ The City has exempted the Contractor from the requirements of the Iran Contracting Act of 2010 after making a public finding that, absent the exemption, the City will be unable to obtain the goods and/or services to be provided pursuant to the Contract.

☐ The amount of the Contract payable to the Contractor for the Project does not exceed \$1,000,000 over the life of the contract (up to 5 years).

Signature: _____ Printed Name: _____

Title: _____ Agency Name: _____

Date: _____

Note: In accordance with Public Contract Code Section 2205, false certification of this form shall be reported to the California Attorney General and may result in civil penalties equal to the greater of \$250,000 or twice the Contract amount, termination of the Contract and/or eligibility to bid on contracts for three years.

Bid Proposal Contract

Accompanying this proposal is \$_____ cash, cashier's check, certified check, or bidder's bond in the amount equal to at least ten percent (10%) of the total bid.

The names of all persons interested in the foregoing proposal as principals are as follows:

IMPORTANT NOTICE: If bidder or other interested person is a corporation, state legal name of corporation, also names of the president, secretary, treasurer, director and manager thereof and all stockholders owning more than 10% equity interest in corporation; if a co-partnership, state true name of firm, also names of all individual copartners composing firm; if bidder or other interested person is an individual, state first and last name in full.

Print Name of Corporation or True Name of Firm

Print Officer's Name or Copartner's Name and Title

Print Officer's/Stockholder Name or Copartner's Name and Title

Print Officer's/Stockholder Name or Copartner's Name and Title

Print Officer's/Stockholder Name or Copartner's Name and Title

Print Officer's/Stockholder Name or Copartner's Name and Title

Licensed in accordance with an act providing for the registration of Contractors,

License No._____, Class of License(s) _____,

License Expiration Date _____.

Department of Industrial Relations Registration No. _____.

The representations made herein are made under penalty of perjury. Any bid not containing this information, or a bid containing information which is subsequently proven false, shall be considered non-responsive and shall be rejected by the City of Visalia.

Signature of Authorized Person(s)

Signature Title

Print Name

NOTE: If bidder is a corporation, the legal name of the corporation shall be set forth above together with the signature of the officer or officers authorized to sign contracts on behalf of the corporation; if bidder is a co-partnership, the true name of the partner or partners authorized to sign contracts on behalf of the co-partnership; and if bidder is an individual, his signature shall be placed above. If signature is by an agent, other than an officer of a corporation or a member of a partnership, a Power of Attorney must be on file with the City Clerk prior to opening bids or submitted with the bid; otherwise, the bid will be disregarded as irregular and unauthorized.

Business Address

Street Address City State Zip Code

Business Telephone Number () _____

Place of Residence _____

Dated: _____

E-mail _____

SUBCONTRACTORS LIST

In accordance with the provisions of Section 2-8 “Designation of Subcontractors,” of the Standard Specifications, each bidder shall list below the name and location of place of business of each subcontractor who will perform a portion of the contract work in an amount in excess of one-half of one percent of the total contract price or \$10,000, whichever is greater. In each instance, the nature and extent of the work to be sublet shall be described.

The general Contractor to whom the contract is awarded will not be permitted, without the written consent of the Engineer, to substitute any person as subcontractor in place of the subcontractor designated in the original bid, or to permit any subcontract to be assigned or transferred, or to allow it to be performed by anyone other than the original subcontractor. The Engineer may consent to the substitution of another person as subcontractor, if the original subcontractor, after having reasonable opportunity to do so, shall fail or refuse to execute, when said written contract is based upon the conditions of the general contract and complies with the subcontractor's written bid.

The failure of the Contractor to specify a subcontractor for any portion of the contract work in excess of one-half of one percent or \$10,000 of the total contract price shall be deemed to indicate that the Contractor intends to perform such portion himself. The subletting or subcontracting of work for which is in excess of one-half of one percent or \$10,000 of the total contract price, will be allowed only with the written consent of the Engineer.

Complete Columns 1 and 4 and submit with the bid. Complete columns 2 and 3 and submit with the bid or fax to (559) 713-4801 within twenty-four (24) hours after the bid opening. Failure to provide complete information in Columns 1 through 4 within the time frame described may result in a non-responsive bid. See the following page for the SUBCONTRACTORS LIST table.

In Column 1 the Contractor shall also list the Subcontractor’s Department of Industrial Relations (DIR) Registration Number. This registration number is required to comply with California Labor Code provisions including section 1725.5.

SUBCONTRACTORS LIST

BIDDING AGENCY: _____

Column 1	Column 2	Column 3	Column 4
Business Name Location, Email Address, Contractor License Number & Class of License, DIR Registration Number,	Bid Item No(s).	A) Subcontracted Cumulative Dollar Amount B) Subcontracted Percent of total project	Description of Subcontracted Work

CONTRACTOR'S REFERENCE FORM

Name of Proposing Company _____

Representative Name and Title _____

Phone Number & E-mail _____

THIS FORM IS TO BE SUBMITTED WITH BID.

The City reserves the right to require any Contractor to complete and submit this form at any time. References must not be relatives of the Contractor's representative or owners. The references given must be for clients with projects similar in size and nature to the proposed project within the last five years. See Section 2-14 "Contractor Qualification Requirements," for further instructions.

Reference 1	
Client's name	
Description of device/project and total project cost	
Contact Person	
Address	
City and Zip Code	
Phone Number	
E-mail Address	

Reference 2	
Client's name	
Description of device/project and total project cost	
Contact Person	
Address	
City and Zip Code	
Phone Number	
E-mail Address	

Reference 3	
Client's name	
Description of device/project and total project cost	
Contact Person	
Address	
City and Zip Code	
Phone Number	
E-mail Address	

Reference 4	
Client's name	
Description of device/project and total project cost	
Contact Person	
Address	
City and Zip Code	
Phone Number	
E-mail Address	

Reference 5	
Client's name	
Description of device/project and total project cost	
Contact Person	
Address	
City and Zip Code	
Phone Number	
E-mail Address	

BIDDERS BOND

TO ACCOMPANY BID PROPOSAL

Known all men by these presents:

That we, _____ as principal, and _____ as surety, are held and firmly bound unto the City of Visalia in the sum of ten percent (10%) of the total amount of the bid of the principal, to be paid to the said City or its certain attorney, its successors and assigns, for which payment well and truly to be made, we bind ourselves, our heirs, executors, and administrators, successors, or assigns, jointly and severally, firmly by these presented.

In no case shall the liability of the surety hereunder exceed the sum of \$_____.

THE CONDITION OF THIS OBLIGATION IS SUCH, that whereas the principal has submitted the above mentioned bid to the City of Visalia for certain construction specifically described as follows, for which bids are to be opened at _____ on _____ for improvement of:

RFB No.: 24-25-11

Project Name: WATER RECLAMATION FACILITY SOLIDS HANDLING IMPROVEMENTS

NOW THEREFORE, if the aforesaid principal is awarded the contract, and within the time and manner required under the specifications, after the prescribed form in accordance with the bid, and files the two bonds with the City of Visalia, one to guarantee faithful performance and the other to guarantee payment of labor and materials, as required by law, then this obligation shall be null and void, otherwise it shall be and remain in full force and virtue.

BIDDER'S BOND

In the event suit is brought upon this bond by the obligee and judgment is recovered, the surety shall pay all costs incurred by the obligee in such suit, including a reasonable attorney's fee to be fixed by the court.

IN WITNESS WHEREOF, we have hereunto set our hands and seals on this _____ day of _____ 20____.

_____(Seal)

_____(Seal)

_____(Seal)

_____(Seal)

_____(Seal)

_____(Seal)

Surety

Address

City and Zip Code

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

CONTRACT

CITY OF VISALIA

STATE OF CALIFORNIA

This Contract for the construction of the **WATER RECLAMATION FACILITY SOLIDS HANDLING IMPROVEMENTS** Project, is made between the City of Visalia, (hereinafter “the City”), and _____, (hereinafter referred to as Contractor) both parties having authority to enter into this Contract do agree to the following:

ARTICLE I - For and in consideration of the payments hereinafter mentioned to be made by the City, and under the conditions expressed in this Contract and Contract Documents (as those terms are defined in City of Visalia Standard Specifications), including the bonds submitted with this Contract, Contractor agrees at his own cost and expense, to do all the work and furnish all the materials necessary to construct and complete in a good, workmanlike, and substantial manner the **WATER RECLAMATION FACILITY SOLIDS HANDLING IMPROVEMENTS** Project, as a fully operational and functional facility for the intended purpose in accordance with the Contract Documents, and in accordance with the reference documents listed in the Contract Documents, which are also made a part hereof.

Said work to be done is shown upon the following plans:

RFB No.: 24-25-11
Project Name: CONSTRUCTION OF SOLIDS HANDLING IMPROVEMENTS PROJECT
AT VISALIA'S WATER RECLAMATION FACILITY
CIP:

which said plans are hereby made a part of this contract.

ARTICLE II - Contractor agrees to receive and accept the following prices as full compensation for furnishing all materials and for doing all the work described in this Contract; also for all loss or damage arising out of the nature of the work aforesaid, or from the action of the elements, or from any unforeseen difficulties or obstructions which may arise or be encountered in the prosecution of the work until its acceptance by the City of Visalia and for all risks of every description connected with the work; also for all expenses incurred by or in consequence of the suspension or discontinuance of work and for well and faithfully completing the work, and the whole thereof, in the manner and according to the Contract Documents, and requirements of the Engineer under them, to wit:

This area to be reserved for insertion of the final bid item table complete with the awarded contractor's final bid amounts.

ARTICLE III - Contractor hereby agrees to indemnify and hold City and its officers, agents, employees and assigns, and Design Engineer harmless from any liability imposed for injury (as defined by Government code 810.8), whether arising before or after completion of work hereunder, or in any manner directly or indirectly caused, occasioned or contributed to, or claimed to be caused, occasioned or contributed to, in whole or in part, by reason of any act or omission, including strict liability or negligence of Contractor, or of anyone acting under Contractor's direction or control or on its behalf, in connection with or incident to or arising out of the performance of this contract.

It is the intent of the parties that Contractor will indemnify, defend, and hold harmless City and its officers, agents, employees, and assigns, from any and all claims, demands, costs, suits or actions as set forth above regardless of the existence of passive concurrent negligence, on the part of the City or anyone acting under its direction or control or on its behalf. It is further the intent of the parties that this indemnification required is not intended to relieve City from liability for the active negligence of City, its officers, agency and employees.

The Contractor shall continuously protect City property, including work under construction, from damage, loss, or liability of any kind to persons or property arising in connection with the contract, direct or indirect, including that arising from rainfall, flood waters, and other action of the elements and all acts of third parties.

This indemnity and hold harmless provision, insofar as it may be adjudged to be against public policy, shall be void and unenforceable only to the minimum extent necessary so that the remaining terms of this indemnity and hold harmless provision may be within public policy and enforceable.

In an emergency affecting the safety of life or limb, work site, or any property, the Contractor is hereby permitted and directed to act at their discretion to prevent such threatened loss of injury, and in the event any instructions are given by the City of Visalia in any emergency, the Contractor shall unconditionally comply therewith.

With respect to the performance of work under this agreement, the Contractor shall maintain and shall require all of its subcontractors to maintain insurance as described below.

Worker's Compensation insurance with statutory limits, and employer's liability insurance with limits of not less than \$1,000,000 per accident.

Commercial General Liability insurance with a combined single limit of not less than \$1,000,000 per occurrence. Such insurance shall include products/completed operations liability, owner's and Contractor's protective, blanket contractual liability, personal injury liability, broad form property damage coverage and explosion, collapse and underground hazard coverage. Such insurance shall (a) name City, its appointed and elected officials, officers, employees and agents, and Design Engineer as insureds; and (b) be primary

with respect to any insurance or self-insurance programs maintained by the City; and (c) contain Standard cross liability provisions. Such additional insured endorsement maintained by Contractor and its subcontractors shall not be required to provide coverage for City for the active negligence of City.

Contractor shall require Contractor's insurance carriers to waive all rights of subrogation against Owner, Engineer, Engineer's Consultants, and their respective officers, directors, partners, employees, and agents.

Commercial Automobile Liability insurance with a combined single limit of not less than \$1,000,000 per occurrence. Such insurance shall include coverage for owned, hired and non-owned automobiles and shall be provided by a business automobile policy.

Contractor shall furnish properly executed certificates of insurance to City prior to commencement of work under this agreement, such certificates shall:

- a. Clearly evidence all coverage required above, including specific evidence of a separate endorsement naming the City as an insured;
- b. Indicate whether coverage provided is on a claims made or occurrence basis; and
- c. Provide that such insurance shall not be materially changed, terminated, or allowed to expire except on 30-days prior written notice to City's Purchasing Division, Attention:

Purchasing
707 W. Acequia Avenue
Visalia, CA 93291.

Such insurance shall be maintained from the time work first commences until completion of the work under this Agreement if an occurrence policy form is used. If a claims made policy is used, coverage shall be maintained during the contract term and for a period extending 5 years beyond the contract date. Contractor shall replace such certificates for policies expiring prior to completion of work under this agreement and shall continue to furnish certificates 4 years beyond the contract term, when Contractor has a claims made form(s). If Contractor, for any reason, fails to maintain insurance coverage which is required pursuant to this agreement, the same shall be deemed a material breach of contract. City, at its sole option, may terminate this agreement and/or obtain damages from the Contractor resulting from said breach. Alternatively, City may purchase such required insurance coverage, and without further notice to Contractor, City may deduct from sums due to Contractor any premium costs advanced by City for such insurance.

This insuring provision, insofar as it may be adjudged to be against public policy or in violation of Insurance Code Section 11580.04, shall be void and unenforceable only to the minimum extent necessary so that the remaining terms of the insuring provisions herein may be within public policy and enforceable.

ARTICLE IV - It is further expressly agreed by and between the City and the Contractor that should there be any conflict between the terms of this instrument and the bid or proposal of said Contractor, then this instrument shall control and nothing herein shall be considered as an acceptance of the said terms of said proposal conflicting with this instrument.

Executive Order N-6-22 – Russia Sanctions On March 4, 2022, Governor Gavin Newsom issued Executive Order N-6-22 (the EO) regarding Economic Sanctions against Russia and Russian entities and individuals. “Economic Sanctions” refers to sanctions imposed by the U.S. government in response to Russia’s actions in Ukraine, as well as any sanctions imposed under state law. The EO directs state agencies to terminate contracts with, and to refrain from entering any new contracts with, individuals or entities that are determined to be a target of Economic Sanctions. Accordingly, should the State determine Contractor is a target of Economic Sanctions or is conducting prohibited transactions with sanctioned individuals or entities, that shall be grounds for termination of this agreement. The State shall provide Contractor advance written notice of such termination, allowing Contractor at least 30 calendar days to provide a written response. Termination shall be at the sole discretion of the State.

IN WITNESS WHEREOF, the parties have executed this agreement as of the date opposite their respective signatures.

CITY OF VISALIA

CONTRACTOR

City Manager Date

By: Authorized Agent Date

Print Name, Title

APPROVED AS TO FORM:

City Attorney Date

Risk Manager Date

Project Manager Date

CONTRACT BOND FORMS

CITY OF VISALIA
PAYMENT BOND
(To Accompany Contract)

Bond No. _____

WHEREAS, the City of Visalia, has awarded to Contractor _____, hereafter designated as the "Principal", a contract for the work described as follows: _____, referred to hereafter as "Contract."

AND WHEREAS, said Principal is required to furnish a bond in connection with said contract, to secure the payment of claims of laborers, mechanics, materialmen and other persons as provided by law.

NOW, THEREFORE, we the undersigned Principal and _____, referred to as "Surety" are bound unto the City of Visalia in the sum of \$ _____ dollars (\$ _____), for which payment, we bind ourselves, jointly and severally.

THE CONDITION OF THIS OBLIGATION IS SUCH, that if said Principal or its subcontractors shall fail to pay any of the persons named in Civil Code Section 9100, or amounts due under the California Unemployment Insurance Code with respect to work or labor performed by such claimant, or any amounts required to be deducted, withheld, and paid pursuant to the California Revenue and Taxation Code for the wages of employees of the Principal and his subcontractors, with respect to such work and labor, that the Surety herein will pay for the same in an amount not exceeding the sum specified in this bond, otherwise the above obligation shall be void. In case suit is brought upon this bond, the surety will pay a reasonable attorney's fee to be fixed by the court.

This bond shall inure to the benefit of any of the persons, companies, or corporations, named in Civil Code Section 9100 as to give a right of action to such persons, entities, or their assigns in any suit brought upon this bond.

The Surety, for value received, hereby stipulates and agrees that no change, extension of time, alteration, or addition to the terms of the Contract or to the work to be performed under the Contract, or the specifications accompanying the Contract shall in any way affect its obligations on this bond, and Surety does hereby waive notice of any such change, extension of time, alteration, or addition to the terms of the Contract, or to the specified work, or the specifications. Surety hereby waives the provisions of Civil Code Sections 2819 and 2845.

IN WITNESS WHEREOF, We have hereunto executed this instrument on the date indicated below. Persons signing for a corporation or entity hereby represent that they are doing so pursuant to a grant of authority by the governing body.

_____ Name of Principal	_____ Date	_____ Name of Surety	_____ Date
----------------------------	---------------	-------------------------	---------------

_____ Signature for Principal	_____ Signature for Surety
----------------------------------	-------------------------------

_____ Printed Name and Title	_____ Printed Name and Title
---------------------------------	---------------------------------

Correspondence or claims relating to this bond should be sent to the surety at the following address:

NOTE: Signatures of those executing for the Surety must be properly acknowledged and Surety's Power of Attorney must be attached.

CERTIFICATE OF ACKNOWLEDGEMENT

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

State of California

County of _____ SS

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

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

(SEAL)

Notary Public

CITY OF VISALIA
PERFORMANCE BOND

(To Accompany Contract)

Bond No. _____

WHEREAS, the City of Visalia, has awarded to Contractor _____, hereafter designated as the "Principal", a contract for the work described as follows: _____, referred to hereafter as "Contract."

AND WHEREAS, said Principal is required to furnish a bond in connection with the above Contract, guaranteeing the faithful performance thereof:

NOW, THEREFORE, we the undersigned Principal and _____, referred to as "Surety" are held firmly bound to the City of Visalia in the sum of \$ _____ dollars (\$ _____), to be paid to said City or its certain attorney, its successors and assigns: for which payment, well and truly to be made, we bind ourselves, our heirs, executors and administrators, successors or assigns, jointly and severally, firmly by these presents.

THE CONDITION OF THIS OBLIGATION IS SUCH, that if the above bound Principal, its heirs, executors, administrators, successors or assigns, shall in all things stand to and abide by and well and truly keep and perform the covenants, conditions, and agreements in the Contract and any alteration thereof, made as therein provided, on it or their part to be kept and performed within the time and in the manner therein specified, and in all respects according to their intent and meaning, and shall indemnify and save harmless the City of Visalia, its officers and agents, as therein stipulated, then this obligation shall become and be null and void; otherwise it shall be and remain in full force and virtue.

The said Surety, for value received, hereby stipulates and agrees that no change, extension of time, alteration, or addition to the terms of the Contract or to the work to be performed under the Contract, or the specifications accompanying the Contract shall in any way affect its obligations on this bond, and Surety does hereby waive notice of any such change, extension of time, alteration, or addition to the terms of the Contract, or to the specified work, or the specifications. Surety hereby waives the provisions of Civil Code Sections 2819 and 2845.

IN WITNESS WHEREOF, We have hereunto executed this instrument on the date indicated below. Persons signing for a corporation or entity hereby represent that they are doing so pursuant to a grant of authority by the governing body.

_____ Name of Principal	_____ Date	_____ Name of Surety	_____ Date
----------------------------	---------------	-------------------------	---------------

_____ Signature for Principal	_____ Signature for Surety
----------------------------------	-------------------------------

_____ Printed Name and Title	_____ Printed Name and Title
---------------------------------	---------------------------------

Correspondence or claims relating to this bond should be sent to the surety at the following address:

NOTE: Signatures of those executing for the Surety must be properly acknowledged and Surety's Power of Attorney must be attached.

CERTIFICATE OF ACKNOWLEDGEMENT

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

State of California

County of _____ SS

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

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

(SEAL)

Notary Public

**CITY OF VISALIA
MAINTENANCE BOND**

(To Accompany Contract)

Bond No. _____

WHEREAS, The City of Visalia, has awarded to Contractor _____, hereafter designated as the "Principal", a contract for the work described as follows: _____, referred to hereafter as "Contract."

AND WHEREAS, said Principal is required to furnish a bond in connection with said contract, guaranteeing the correction of deficiencies during the specified maintenance period of one (1) year from the date the notice of completion for work performed under said contract has been recorded or the date the work was completed if no notice of completion is recorded:

NOW, THEREFORE, we the undersigned Principal and _____, referred to as "Surety" are held firmly bound to the City of Visalia in the sum of \$ _____ dollars (\$ _____), to be paid to City of Visalia or its certain attorney, its successors and assigns: for which payment, well and truly to be made, we bind ourselves, our heirs, executors and administrators, successors or assigns, jointly and severally, firmly by these presents.

THE CONDITION OF THIS OBLIGATION IS SUCH, the named Principal has made specific guarantees to the City concerning the work, labor and materials furnished for the construction of said improvements as stated above. If Principal complies with these guarantees for a period of one (1) year from the date of the notice of completion for work performed under said contract has been recorded or the date the work was completed if no notice of completion is recorded, then this obligation shall be null and void. If City notifies Surety that Principal has not met its guarantee, then Surety shall indemnify City for losses incurred up to the amount listed above. The City shall give written notice to the Principal during the one (1) year period specified in this obligation of any defect of the guaranteed work that becomes apparent. This obligation shall remain in full force and effect until any defect identified in said written notice are repaired by the Principal and accepted in writing by the City.

The said Surety, for value received, hereby stipulates and agrees that no change, alteration, or addition to the terms of the Contract or to the work to be performed under the Contract, or the specifications accompanying the Contract shall in any way affect its obligations on this bond, and Surety does hereby waive notice of any such change, alteration, or addition to the terms of the Contract, or to the specified work, or the specifications. Surety hereby waives the provisions of Civil Code Sections 2819 and 2845.

IN WITNESS WHEREOF, We have hereunto executed this instrument on the date indicated below. Persons signing for a corporation or entity hereby represent that they are doing so pursuant to a grant of authority by the governing body.

Name of Principal

Date

Name of Surety

Date

Signature for Principal

Signature for Surety

Printed Name and Title

Printed Name and Title

Correspondence or claims relating to this bond
should be sent to the surety at the following
address:

NOTE: Signatures of those executing for the Surety must be properly acknowledged and Surety's Power of Attorney must be attached.

CERTIFICATE OF ACKNOWLEDGEMENT

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

State of California

County of _____ SS

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

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

(SEAL)

Notary Public

STANDARD SPECIFICATIONS

The “City of Visalia Engineering Standard Specifications” Section 1 through Section 59, and any amendments or addenda thereto, are included in the Contract Documents as attachments. Copies of the “City of Visalia Engineering Standard Specifications” have been included with this RFB solicitation as attachments and may be obtained from the City of Visalia website at: http://www.visalia.city/depts/community_development/engineering/engineering_documents.asp or from City Hall East, 315 E. Acequia Ave., Visalia, California, 93291, for a nominal fee.

SPECIAL PROVISIONS SECTIONS 60-80

SECTION 60 JOB SPECIFIC PROVISIONS

60-1 Bid Proposal

Bids shall be submitted in a sealed envelope. The outside, upper left- hand corner of the envelope shall have the Contractor's name and address. In the center of the envelope it shall be addressed as follows:

Attn: Purchasing, RFB -24-25-11
Purchasing Division
707 W. Acequia Street
Visalia, CA 93291

In the lower left-hand corner of the envelope it shall be marked as follows:

Sealed Proposal For: RFB No. 24-25-11
Project Name: SOLIDS HANDLING IMPROVEMENTS PROJECT AT
VISALIA'S WATER RECLAMATION FACILITY

Bid Opening Date & Time: 2:00 P.M. on Thursday, June 26, 2025

60-2 Subcontracting

Should any bidder propose subcontracting any part of the work covered by these Construction Documents, he shall submit with his bid a description of the work to be done by each subcontractor and the name and location of the place of business of each subcontractor as a part of the "Bidder's Proposal". The Contractor shall perform work equaling at least **fifty percent (50%)** of the value of the original total bid with the Contractor's own employees and equipment, owned or rented, with or without operators.

No subcontract releases the Contractor from the contract or relieves the Contractor of their responsibility for a subcontractor's work. If the Contractor violates Public Contract Code § 4100 et seq., the City of Visalia may exercise the remedies provided under Public Contract Code § 4110. The City may refer the violation to the Contractors State License Board as provided under Public Contract Code § 4111. Each subcontract must comply with the contract. Each subcontractor must have an active and valid State contractor's license with a classification appropriate for the work to be performed (Bus & Prof Code, § 7000 et seq.). Submit copies of subcontracts upon request by the Engineer. Before subcontracted work starts, submit a Subcontracting Request form. Do not use a debarred contractor; a current list of debarred contractors is available at the Department of Industrial Relations web site at: <http://www.dir.ca.gov/dlse/debar.html>

Upon request by the Engineer, immediately remove and not again use a subcontractor who fails to prosecute the work satisfactorily. Noncompliance shall be corrected. Payment for subcontracted work involved will be withheld from progress payments due or to become due, until correction is made. Failure to comply may result in termination of the contract.

60-3 Prevailing Wages

This project will be subject to all applicable State Wage Determinations. The Contractor will be responsible for paying wages from State Wage Determinations for all trades. The wages are set forth in the General Prevailing Wage Rates for this project, are included with this RFB Document and available from the following website links: <http://www.dir.ca.gov/dlsr/PWD/index.htm>.

60-4 Beginning of Work

The Contractor shall begin work within **fifteen (15) days** after receiving notice that the contract has been approved (Notice to Proceed) and shall diligently prosecute the same to final completion of the total project **three hundred ten (310) working days** after that work begins (mobilization).

The first paragraph of Standard Specification Section 8-6 Beginning of Work shall be deleted and replaced with the following paragraph:

The City of Visalia should hold a preconstruction conference with the Contractor and other entities affected by the work within ten (10) days after the City Council awards the Contract. The Contractor shall begin work within the number of days listed above in this section after receiving notice that the contract has been approved (Notice to Proceed). The Contractor shall be responsible for submitting all of the other documents required by the City, obtaining all necessary permits, and obtaining all approvals/acceptances required for the project prior to starting construction. Should the Contractor fail to obtain the required permits and approvals within the number of days listed in this section for the beginning of work after the Notice to Proceed is issued, the length of time beyond the number of days listed will be subtracted as working days from the Contract. The Contractor shall commence work under the contract within the time specified above and shall diligently prosecute the same to completion within the time limit provided. The Contractor shall not begin work in advance of receiving the Notice to Proceed without written authorization from the Engineer. **The Contractor shall notify the Inspector and Engineer in writing a minimum of 2 working days prior to starting work.**

Milestone 1: The Contractor shall achieve substantial completion for Bid Item 4: TWAS Pipeline work within 180 calendar days of Notice to Proceed. Liquidated damages, as defined below, for not meeting Milestone 1 shall be one thousand dollars (\$1,000.00) per day.

60-5 Liquidated Damages

The Contractor shall pay the City of Visalia the sum of **nine thousand and five hundred dollars (\$9,500.00) per day** for each and every calendar day of delay in finishing the work as required for final completion within the number of working days prescribed above. All final paperwork, funding paperwork, operation and maintenance manuals, other manuals, warranties, extra materials, bonds, and all other items/documents required in the Contract Documents shall be properly completed and submitted to the City within the time limit specified for completion of the work or Liquidated Damages will apply until such time all items are properly completed and submitted to the City.

60-6 Project Size

This project results in a disturbed surface area of **greater than one acre. The Contractor will be required to comply with all of the Dust Control, Water Pollution Prevention, and other permitting requirements of the Standard Specifications.**

60-7 Potholing

The locations of existing facilities that are shown on the Plans are approximate. Exact locations of existing utilities shall be determined by the Contractor by whatever means necessary, including potholing and hand digging, with the possible assistance of the utility companies and located in the field by the Contractor. Utility locating/potholing shall be completed throughout the whole project in all Phases prior to any other construction activities. All utilities shall be located/potholed to confirm that no conflicts exist with new proposed pipelines/utilities, signals/street lights, structures, new street section being installed, or any other new improvements being installed with the project. The Contractor shall be responsible for performing all potholing and providing the City with a letter certifying that no conflicts exist or shall provide plan exhibits to scale identifying utility conflicts with all necessary information such as utility elevations, material types,

sizes and any other information the City would need to make a decision on how best to handle the utility conflict. This letter and/or plan exhibits shall be provided to the City prior to commencing further construction activities.

Potholing shall be done per Section 4-6, Existing Facilities and Structures Shown on Plans and Section 8-15, "Utility and Non-Street Facilities" of the City's Standard Specification.

Any additional expenses incurred because of the failure of the Contractor to comply with these requirements shall be borne by the Contractor.

Full compensation for conforming to the requirement of this Section shall be considered as being included in the total Contract price and no additional compensation shall be made therefore.

60-8 Environmental Mitigation & Requirements

There are no anticipated environmental impacts due to this project.

60-9 City-Furnished Materials

There will be no City-furnished materials on this project.

60-10 Coordination of Work

It shall be the responsibility of the Contractor to maintain overall coordination of the work. Based on the general contract Construction Schedule prepared in accordance with these Specifications, the Contractor shall obtain from each subcontractor a similar schedule and shall be responsible for all parties maintaining these schedules or for coordinating changes necessitated in order to meet the specified time of completion of the work. The Contractor shall coordinate with all subcontractors and utilities prior to construction and throughout the duration of construction to ensure that the project schedule is maintained.

Full compensation for conforming to the requirements of this Section shall be considered as being included in the total Contract price and no additional compensation shall be made therefor.

60-11 Surface Water Management

- A. The Contractor shall implement every reasonable diversion measure necessary to protect newly exposed soil or aggregates from surface water including, but not limited to, nuisance water, storm water, and water from broken sprinklers, irrigation, or supply lines. This includes protecting exposed soil and aggregates underneath curb returns, curb and gutter, driveways, drive approaches, and sidewalks.
- B. The Contractor shall divert all surface water drainage away from work site to prevent saturation of newly exposed areas.
- C. Payment for providing diversion measures shall be included in the various contract items.
- D. If the Contractor fails to prevent water from draining into newly exposed soil or aggregates, the Contractor shall remove and replace all saturated soil or aggregates to the satisfaction of the Engineer at their expense.
- E. Full compensation for conforming to the requirements of this Section shall be considered as being included in the total Contract price, and no additional payment will be made therefor.

60-12 Payment for Items Not Covered by Specific Bid Items

Wherever work called for and described in the Contract Documents is not specifically covered in the bid items, payment for such work shall be considered as being included in the total contract price, and no additional compensation will be allowed therefor.

60-13 City Standard Specification Sections – State Standards Updates

The following changes shall be made to the City of Visalia Engineering Standard Specifications.

Replace the last paragraph under Section 1-1, General with the following paragraph:

These Standard Specifications and Contract Documents are meant to work in direct line with Sections 10-60, Section 73, and Sections 82-95 of the 2023 version of the State Standard Specifications, except as modified by these Standard Specifications and Contract Documents. For terms, specifications, and requirements appearing in these Standard Specifications and Contract Documents and the State Standard Specifications, these Standard Specifications and Contract Documents shall take precedence. Other sections of the State Standard Specifications are included by reference in these Standard Specifications and Contract Documents. In the event where items are not covered or specified in these Standard Specifications or Contract Documents, the State Standard Specification Sections listed above and State Standard Plans shall govern.

Replace the following Sections of the City Standard Specifications with the following language:

1-3.57 State of California Standard Specifications

The 2023 version of the Standard Specifications issued by the Department of Transportation (Caltrans) of the Business, Transportation and Housing Agency of the State of California.

1-3.59 State Standard Plans

The 2023 version of the State of California, Department of Transportation Standard Plans.

1-3.60 State Standard Specifications

The 2023 version of the Standard Specifications issued by the Department of Transportation (Caltrans) of the Business, Transportation and Housing Agency of the State of California.

60-14 Payment for Extra Work

This section supersedes and replaces the extra work and force account markups specified in Section 9-5 “Payment for Extra Work” and related sections from the City of Visalia Engineering Standard Specifications. The markups listed in this section shall be used for all lump sum, fixed fee, force account, or similar type change orders where bid unit prices do not apply.

The City may order extra work or make changes by altering, adding to, or deducting from the Work via Change Order. Additionally, new and unforeseen work will be classified as extra work when such work cannot be covered by any of the various items or combination of items for which there is a bid price.

All Change Order work shall be performed under the same terms and conditions of the original description of the Work, except for any extension of completion times necessitated by said Change Order(s). Certified payrolls shall be submitted with each billing for extra work.

The value of any additional work ordered by the City shall be determined as follows:

- A. By unit prices in the Construction Services Agreement or the Contract; or

- B. By estimate and acceptance in a lump sum; or
- C. By a fixed fee; or
- D. By force account.

The Contractor shall do no extra work except upon written order from the Engineer. For such extra work the Contractor shall receive payment as previously agreed upon in writing, or Contractor shall be paid on force account. In any emergency affecting the safety of persons or property, the Contractor shall act, at his discretion, to prevent threatened damage, injury or loss to life and/or property. The Contractor shall immediately notify the Engineer of any work performed under this provision. Any additional compensation or extension of time claimed by the Contractor on account of emergency work shall be reviewed and determined as provided in this section.

- A. Materials: Material payment is full compensation for materials the Contractor furnishes and uses in the work. The City reserves the right to furnish such materials required as it deems expedient and the Contractor shall have no claim for profit or other overhead on the cost of such materials. The Engineer determines the cost based on the material purchase price, including delivery charges, except:
 - a. **Fifteen percent (15%) markup is added**
 - b. Supplier discounts are subtracted whether the Contractor took them or not
 - c. If the Engineer believes the material purchase prices are excessive, the City pays the lowest current wholesale price for a similar material quantity
 - d. If the Contractor procured the materials from a source the Contractor wholly or partially owns, the determined cost is based on the lower of the:
 - i. Price paid by the purchaser for similar materials from that source on Contract items
 - ii. Current wholesale price for those materials
 - e. If the Contractor does not submit a material cost record within 30 days of billing, the determined cost is based on the lowest wholesale price:
 - i. During that period
 - ii. In the quantities used
- B. Equipment: For all equipment that is necessary, the Contractor shall receive the current prices in the locality which shall have been previously determined and agreed to in writing by the Engineer and by the Contractor, plus **fifteen percent (15%)**. The current State Labor Surcharge and Equipment Rental rates book shall be used to resolve any equipment rental rate disagreements.
 - a. Equipment rental rates includes the cost of:
 - i. Fuel, Oil, Lubrication, Supplies, Small tools, necessary attachments, repairs and maintenance, depreciation, storage, insurance, and other incidentals.
 - ii. The City does not pay for small tools consumed by use. This is considered included in the markup rate.
 - b. If the work is being done by Force Account, the City will only pay for the hours the equipment is operating on the Extra Work item.
 - c. The Engineer shall direct the Contractor to use the equipment factors listed in the current State Labor Surcharge and Equipment Rental Rates book to determine the compensation amount as the Engineer deems appropriate.

- C. Labor: For all labor that is necessary, the Contractor shall receive the actual amount paid for labor including benefits (health and welfare, pension, vacation, training, other state and federally recognized fringe benefit payments) as shown on certified payrolls or the current prices in the locality which shall have been previously determined and agreed to in writing by the Engineer and the Contractor, whichever is less, plus **thirty percent (30%)**. The 30% markup consists of payment for all costs of bonds, insurance, overhead and profit for the work, described further as follows:
- a. The City does not allow a labor surcharge markup so this 30% markup includes compensation for the following: worker's compensation insurance, social security, Medicare, Federal unemployment insurance, State unemployment insurance, State training taxes, and other similar items.
 - b. The 30% markup also consists of payment for all overhead costs related to labor but not designated as costs of the labor used in the direct performance of the work, including:
 - i. Home office overhead
 - ii. Field office overhead
 - iii. Bond costs
 - iv. Profit
 - v. Labor liability insurance
 - vi. Other fixed or administrative costs that are not costs of the labor used in the direct performance of the work.
 - c. The City does not pay for labor travelling to or from the jobsite.
- D. For all extra work performed by a first-tier subcontractor, the Contractor shall receive actual cost of the work plus **ten percent (10%)**. For all extra work performed by second-tier subcontractor, the first-tier subcontractor shall receive the actual cost of the second-tier subcontractor work plus **five percent (5%)**. The total maximum markup between the Contractor and all lower tier subcontractors shall not exceed **twenty percent (20%)** regardless of how many lower tier subcontractors are included in the change order. These markups consist of payment for the cost of bonds, insurance, overhead and profit for the work. Likewise, for subcontracted work deleted from the contract, the Contractor shall provide an additional ten percent (10%) percent or five percent (5%) percent credit respectively for all materials, labor, and equipment. This shall not apply to the reduction of unit priced bid item quantities specifically identified in the contract Bid Schedule.
- E. For work deleted from the contract, the Contractor shall provide an additional **fifteen percent (15%)** credit on all materials, labor, and equipment. This shall not apply to the reduction of unit priced bid item quantities specifically identified in the contract Bid Schedule.

Markups on any subcontractor change order or extra work shall not exceed the markups in this section.

All extra work and/or force account work shall be documented daily upon report sheets prepared and furnished by the Contractor, and signed by the Contractor and the Engineer, which daily reports shall thereafter be considered the true record of extra work or force account work done. The Contractor shall be responsible for providing full labor, equipment, and materials breakdowns for approval on all change orders and extra work.

Daily reports shall be submitted no later than the second working day following the work for labor and equipment involved and no later than the fifth working day for material invoices and specialized forces. Unless otherwise permitted by the Engineer, no payment will be made for extra work if it has not been reported within the time and in the manner specified.

60-15 Standard Specification Amendments

The “City of Visalia Engineering Standard Specification Amendments,” most current edition available at the time of bidding, is included with this RFB document in its entirety and becomes part of the Contract Documents by reference. Copies of the “City of Visalia Engineering Standard Specification Amendments” may be obtained from the City of Visalia website at:

https://www.visalia.city/depts/community_development/engineering/engineering_documents.asp

60-16 Copies of Plans and Construction Specifications

The City will provide the Contractor with **2 full size** hard copies of the project Plans and Construction Specifications at no cost. It shall be the responsibility of the Contractor to procure and pay for any additional copies or any other documents needed.

60-17 Department of Industrial Relations Requirements, Public Works Contractor Registration Program and Project Labor Agreements

All contractors and subcontractors bidding and performing work on Public Works Projects must:

1. Register on an annual basis with the California Department of Industrial Relations (DIR)
2. Furnish electronic payroll records for new projects to the Labor Commissioner

No contract will be awarded unless that contractor and/or subcontractors are registered with the California Department of Industrial Relations (DIR). Bids by unregistered contractors may be rejected as non-responsive.

A contractor or subcontractor shall not be qualified to bid on, be listed in a bid proposal, subject to the requirements of Section 4104 of the Public Contract Code, or engage in the performance of any contract for public work, as defined in this chapter, unless currently registered and qualified to perform public work pursuant to Section 1725.5. It is not a violation of this section for an unregistered contractor to submit a bid that is authorized by Section 7029.1 of the Business and Professions Code or by Section 10164 or 20103.5 of the Public Contract Code, provided the contractor is registered to perform public work pursuant to Section 1725.5 at the time the contract is awarded.

If a project labor agreement (the term “project labor agreement” is defined in Public Contract Code 2500(b)(1) as a prehire collective bargaining agreement that establishes terms and conditions of employment for a specific construction project or projects and is an agreement described in Section 158(f) of Title 29 of the United States Code) is used, then it must comply with the taxpayer protection provisions set forth in Public Contract Code section 2500(a). City of Visalia has no ordinances requiring or prohibiting such agreements.

SECTION 61 DESCRIPTION OF BID ITEMS

The bid item descriptions in this section are meant to provide a brief summary of the work included under each item. The Contractor shall refer to the Plans, Standard Specifications, Special Provisions, and other Contract Documents for the complete details and requirements for the work being performed under this contract.

Payment for each bid item shall be at the contract lump sum price listed on the bid schedule for each Bid Item and shall include full compensation for furnishing all labor, materials, tools, equipment and incidentals, and for doing all the work in accordance with the Standard Specifications, the Special Provisions, the Contract Documents, and as directed by the Engineer. Payment will be made for the work completed in proportion to the total value of the work for each Bid Item. No additional payment will be made therefor.

Bid Item 1 - Mobilization & Demobilization

This bid item is limited to a maximum of 5% of the total construction cost.

In accordance with Section 11 “Mobilization & Demobilization,” of the Standard Specifications, the Special Provisions, the Contract Documents, and as directed by the Engineer including, but not limited to the following:

Mobilization shall consist of preparatory work and operations, including, but not limited to, those necessary for the movement of personnel, equipment, supplies, and incidentals to the project site; for the establishment of all offices, buildings, staging yards, and other facilities necessary for the work on the project; and for all other work and operations which must be performed or costs incurred prior to beginning work on the various contract items on the project site, including, but not limited to permits and bond premiums and insurance premiums.

Demobilization shall consist of all closing work and operations, including, but not limited to, those necessary for the movement of personnel, equipment, supplies, and incidentals off the project site, and all other work and operations which must be performed to complete the project, including clean-up.

Bid Item 2 - Temporary Excavation Support

Item includes all costs for planning, design, engineering, furnishing, construction and the removal and disposal of all temporary sheeting, shoring, and bracing of excavations as required but not limited to the provisions of any permits, in accordance with the requirements of OSHA, the Construction Safety Orders of the State of California, and pursuant to the provisions of Sections 6700 through 6708 of the California Labor Code.

Bid Item 3 - Water Pollution Prevention

In accordance with Section 7-7 “Water Pollution Prevention,” of the Standard Specifications, the Special Provisions, the Contract Documents, and as directed by the Engineer including, but not limited to, preparation and implementation of the Stormwater Pollution Prevention Plan (SWPPP), installing, constructing, maintaining, removing, and disposing of all water pollution control practices and in implementing, developing, obtaining approval of, including associated fees, revising, amending, inspecting and annual reporting necessary to comply with the requirements of said documents.

Bid Item 4 - TWAS Bypass System

Work includes mobilization, operation, monitoring, and demobilization of the temporary bypass system to feed thickened waste activated sludge (TWAS) from the gravity belt thickener building to the digesters. No additional payment will be made therefor.

Bid Item 5 - TWAS Pipe Cleaning and Inspection

Work includes pre and post cleaning CCTV inspection, and the removal and disposal of debris from the TWAS pipeline.

Bid Item 6 - TWAS Cleanouts

Work includes the earthwork, piping modifications, finished grade modifications and all other work not described in previous bid items related to the TWAS pipeline.

Bid Item 7 - Screw Press System

Work includes the site civil and associated yard piping, structural foundation and platform, mechanical equipment – including screw press, dewatering feed pump, grinder – sludge discharge chute, electrical, instrumentation, controls and programming necessary for the screw press system.

Bid Item 8 - Polymer Storage Area

Work includes the site civil and associated yard piping, structural foundation and canopy, mechanical equipment – polymer storage tank and recirculation pump – electrical, instrumentation, controls and programming necessary for the polymer storage area.

Bid Item 9 - Sludge Drying Bed Site Civil

Work includes the grading, excavation and/or fill, subgrade preparation, and asphalt access road around the sludge drying beds.

Bid Item 10 - Sludge Drying Bed Foundation and Structure

Work includes the liner, sand backfill, aggregate base, fiber reinforced concrete, underdrain trench, and retaining walls associated with the sludge drying beds.

Bid Item 11 - Sludge Drying Bed Yard Piping

Work includes all piping associated with the sludge drying beds as well as the associated catch basins, cleanouts, and manholes.

Bid Item 12 - Digester Cleaning Pond Site Civil

Work includes the grading, excavation and/or fill, subgrade preparation, asphalt access road around the digester cleaning pond, and gravel access road from the quick connection pad to the digester cleaning pond.

Bid Item 13 - Digester Cleaning Pond Foundation and Structure

Work includes the liner, drain rock, aggregate base, and fiber reinforced concrete associated with the sludge drying beds.

Bid Item 14 - Digester Cleaning Pond Yard Piping and Quick Connection Pad

Work includes all piping associated with the digester cleaning pond, including digested sludge feed line and quick connection pad, as well as the associated catch basins, cleanouts, and manholes.

Bid Item 15 - Digester Cleaning Pond Inlet and Outlet Structures

Work includes the inlet and outlet structures and associated weir gates.

Bid Item 16 - Project Commissioning and Start-Up

Work includes functional and clean water testing of all equipment, completion of all necessary training, verification of performance of individual component and overall process and instrumentation and communications, resolution of all punch-list items, submittal and approval of all pay requests, submittal of operation and maintenance manuals, schedules, guarantees, bonds, certificates of inspection, as-built and marked-up record drawings in accordance with regulatory requirements and the project documents.