

**PROJECT AGREEMENT
BIOFILTER MEDIA REPLACEMENT & ASSOCIATED EQUIPMENT INSPECTION AT THE
WATER RECLAMATION FACILITY**

This Agreement, entered into and effective this _____ day of _____, 2026 [“Effective Date”], by and between the City of Visalia, hereinafter referred to as the “CITY”, and _____ hereinafter referred to as the “CONTRACTOR”, “BIDDER”, or “SUBRECIPIENT”.

R E C I T A L S

WHEREAS, CONTRACTOR is an _____ (insert individual or entity type) with a primary business address of _____ and SSN or EIN: _____; and

WHEREAS, CITY is a municipal corporation and Charter Law City; and

WHEREAS, CITY desires completion of the Biofilter Media Replacement & Associated Equipment Inspection Project, previously defined in RFB 25-26-16 for scope reference only and subsequently procured through the City’s informal quote process; and

WHEREAS, City of Visalia reviewed and evaluated responses to the Bid and determined to award a contract to CONTRACTOR for the Project; and

WHEREAS, CONTRACTOR represents it is licensed, qualified and willing to complete the Project pursuant to terms and conditions of this Agreement.

NOW, THEREFORE, CITY and CONTRACTOR agree as follows:

1. **TERM:**

The term of this Agreement shall commence on the Effective Date and expire upon completion of all obligations of the parties, unless earlier terminated by the parties. The indemnification and defense provisions shall survive expiration and termination. Suspension or termination of this Agreement may occur if CONTRACTOR materially fails to comply with any term of the award. Additionally, this Agreement may be terminated for convenience. In the event of termination or expiration of this Agreement, CONTRACTOR shall transfer to CITY any funds and/or accounts receivable on hand attributable to the use of CITY funds.

2. **ATTACHMENTS INCORPORATED:**

The following are attachments for this Agreement. Said attachments are incorporated into this Agreement as if included in full in the body:

ATTACHMENT NO.	DESCRIPTION OF ATTACHMENT
Attachment 1	General Contract Provisions
Attachment 2	Insurance Requirements
Attachment 3	Certificates, Guarantees, and Affidavits for the Biofilter Media Replacement & Associated Equipment Inspection Project
Attachment 4	CONTRACTOR’s informal quote for this Project (including RFB 25-26-16 for scope reference only)

3. **CONTRACTOR SCOPE OF SERVICES and COMMITMENTS*:**

CONTRACTOR shall provide the following services for the stated compensation on or before the stated completion dates (“Scope of Services”):

All work described in the Scope of Services as defined in the informal quote submitted by CONTRACTOR, incorporating the technical specifications and scope requirements originally set forth in RFB 25-26-16 for reference. (RFB 25-26-16 was used solely to define scope and technical requirements; the Project was procured via an informal quote process.)

4. CITY COMMITMENTS:

CITY shall perform the following tasks on or before the stated completion dates:

TASK	COMPLETION DATE
Pay Contractor as work is completed and invoiced	As requested by Contractor

5. COMPENSATION:

CITY shall pay CONTRACTOR compensation for services as indicated in Paragraph 4 above; however, CITY shall pay not more than the following amount as total compensation under this Agreement, unless otherwise agreed in writing. Such sum shall be expended and paid by CITY on a reimbursement basis for services actually performed based on invoices, receipts, time sheets and similar documents presented by CONTRACTOR to CITY.

Total Compensation:	\$
Source of Funds:	Local Revenues
Payment Schedule:	Within 30 days from receipt of approved invoice for completed work, less 5% retention until 35 days after work is completed and accepted by CITY as evidenced by the recordation of a Notice of Completion*

*CONTRACTOR may elect to avoid the 5% retention by depositing securities of equivalent value pursuant to California Public Contract Code Section 22300.

IN WITNESS WHEREOF, this Agreement is executed on the day and year first above written.

CONTRACTOR

Dated: _____

By: _____

Authorized Officer: I certify under penalty of perjury under the laws of the State of California that I am fully authorized to execute this Agreement for CONTRACTOR in the capacity I have stated, and that such execution is sufficient to bind the CONTRACTOR.

CITY OF VISALIA

Dated: _____

By: _____
City Manager

Dated: _____

By: _____
City Attorney

Dated: _____

By: _____
City of Visalia Risk Manager

Dated: _____

By: _____
City of Visalia Project Manager

Attachment 1
GENERAL CONTRACT PROVISIONS

- A. Successors and Assigns:** This Agreement shall be binding upon and shall inure to the benefit of any successors to or assigns of the parties.
- B. Prohibition of Assignment:** Neither party shall assign, delegate or transfer their rights and duties in this Agreement without the written consent of the other party.
- C. Notices:** Notice shall be sufficient hereunder if personally served upon the City Clerk of the CITY or an officer or principal of the CONTRACTOR, or if sent via the United States Postal Service, postage prepaid, addressed as follows:

CITY OF VISALIA
707 W. Acequia Ave.
Visalia, CA 93291
Attention: City Clerk

CONTRACTOR

Attention: _____

- D. Independent Contractor:** It is understood and agreed by the parties herein that CONTRACTOR, in the performance of this Agreement, shall act as an independent contractor, and therefore shall obtain no rights to any fringe benefits that accrue to regular full-time CITY employees.
- E. Jurisdiction/Venue/Waiver Of Removal:** This Agreement shall be administered and interpreted under the laws of the State of California. Jurisdiction of litigation arising from this Agreement shall be in California. Any action brought to interpret or enforce this Agreement, or any of the terms or conditions hereof, shall be brought in Tulare County, California. The CONTRACTOR hereby expressly waives any right to remove any action to a county other than Tulare County as permitted pursuant to Section 394 of the California Code of Civil Procedure.
- F. Integration/Modification:** This Agreement and each of the documents and exhibits or attachments referenced herein, which are incorporated by reference, represents the entire understanding of the parties as to those matters contained herein. No prior oral or written understanding shall be of any force or effect with respect to those matters covered hereunder. This Agreement may not be modified or altered except in writing signed by the parties, unless otherwise explicitly authorized.
- G. Conflict With Law:** If any part of this Agreement is found to be in conflict with applicable laws, such part shall be inoperative, null and void insofar as it is in conflict with said law, but the remainder of the Agreement shall be in full force and effect.
- H. Indemnification:** The CONTRACTOR waives any and all claims and recourse against the CITY, including the right of contribution of loss or damage to person or property arising from, growing out of, or in any way connected with or incidental to the CONTRACTOR's performance of this Agreement, except claims arising from the concurrent or sole negligence of the CITY or its officers, agents or employees. The CONTRACTOR will indemnify, hold harmless, and defend (at CITY's option) the CITY against any and all claims, demands, damages, costs, expenses, or liability arising out of the CONTRACTOR's performance of this Agreement except for liability arising out of the concurrent or sole negligence of the CITY or its officers, agents, or employees.
- I. Guarantees and Warranties:**
1. **IN GENERAL:** All guarantees and warranties specifically called for by the specifications and/or this Agreement shall expressly run to the benefit of the CITY.
 2. **ONE YEAR GUARANTEE:** Besides guarantees required elsewhere, CONTRACTOR shall and hereby does guarantee the project work for a period of one year after the date of acceptance by CITY.

3. **WARRANTIES:** Warranties required by the Invitation to Bid or this Agreement shall commence on the date of acceptance of the work by CITY, unless otherwise provided in a Certificate of Substantial Completion.

CONTRACTOR warrants that the materials and equipment furnished under the Agreement will be new and of recent manufacturer unless otherwise specified, and that all work will be of good quality, free from faults and defects, and in conformance with the Agreement. Work that does not conform may be considered defective. This warranty excludes remedy for damage or defect caused by abuse, modifications not executed by the CONTRACTOR, improper or insufficient maintenance, improper operation, or normal wear and tear under normal usage.

CONTRACTOR warrants that title to all work covered by an application for payment will pass to the CITY either by incorporation in the construction or upon the receipt of payment by the CONTRACTOR, whichever occurs first, free and clear of all liens.

CONTRACTOR warrants and guarantees that title to all work, materials, and equipment covered by any application for payment, whether incorporated in the project or not, will pass to CITY no later than the time of payment free and clear of all liens.

No materials or supplies for the project shall be purchased by the CONTRACTOR or SUBCONTRACTOR subject to any mortgage or under a condition of sale contract or other agreement by which an interest is retained by the seller. CONTRACTOR warrants that it has good title to all materials and supplies used by it in the project, free from all liens.

CONTRACTOR shall indemnify and hold CITY harmless from all claims growing out of the lawful demands of SUBCONTRACTORS, laborers, workers, mechanics, material persons, and furnishers of machinery and parts thereof, equipment, power tools, and all supplies, incurred in furtherance of the performance of this Agreement. CONTRACTOR shall, at CITY's request, furnish satisfactory evidence that all obligations of the nature here and above designated have been paid, discharged, or waived. If CONTRACTOR fails to do so, then CITY may, after having served written notice on the CONTRACTOR, either pay directly unpaid bills, of which the CITY has written notice, or withhold from the CONTRACTOR's unpaid compensation a sum of money deemed reasonably sufficient to pay any and all such lawful claims until satisfactory evidence is furnished that all liabilities have been fully discharged where upon payment to the CONTRACTOR shall be resumed, in accordance of the terms of this Agreement, but in no event shall the provisions of this sentence be construed to impose any obligations on the CITY to either the CONTRACTOR or its surety. In paying any unpaid bills of the CONTRACTOR, the CITY shall be deemed the agent of the CONTRACTOR and any payment so made by the CITY shall be considered as payment made under the contract by the CITY to the CONTRACTOR and the CITY shall not be liable to the CONTRACTOR for any such payments made in good faith.

Any defective work that is either corrected or replaced shall be warrantied and guaranteed for a period of one year from the date of such correction or replacement.

- J. Attorney's Fees:** In the event either party commences any action, arbitration or legal proceedings for the enforcement of this Agreement, the prevailing party, as determined by the court or arbitrator, shall be entitled to recovery of its attorney's fees and court costs incurred in the action brought thereon.
- K. Headings:** Section headings are provided for organizational purposes only and do not in any manner affect the scope or intent of the provisions thereunder.
- L. Firearms Prohibited:** Guns may not be carried by contractors /vendors/consultants while working on City of Visalia premises without the expressed written approval of a City of Visalia Department Head, or an exemption in the contract. If a

contractor/vendor/ consultant is caught carrying a gun, without City permission, their contract will be terminated.

M. 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.

N. Time is of the Essence: Time is of the essence in the performance of the construction anticipated by this Contract.

O. Liquidated Damages: CITY AND CONTRACTOR ACKNOWLEDGE AND AGREE THAT TIME IS OF THE ESSENCE FOR THIS PROJECT. THEREFORE, FOR EACH DAY THE PROJECT IS DELAYED BEYOND THE AGREED COMPLETION DATE OF ONE HUNDRED TWENTY (120) CALENDAR DAYS, IT WOULD BE EXTREMELY DIFFICULT AND IMPRACTICAL TO ASCERTAIN THE EXTENT OF THE DETRIMENT TO CITY. THE PARTIES HAVE DETERMINED AND AGREED THAT THE ACTUAL AMOUNT OF DAMAGES THAT WOULD BE SUFFERED BY CITY AS A RESULT OF ANY SUCH DELAY IS THE SUM OF SEVEN HUNDRED FIFTY DOLLARS (\$750.00) PER DAY, WHICH IS A REASONABLE ESTIMATE OF THE AMOUNT OF SUCH DAMAGES. THE PAYMENT OF SUCH AMOUNT AS LIQUIDATED DAMAGES IS NOT INTENDED AS A FORFEITURE OR PENALTY WITHIN THE MEANING OF CALIFORNIA CIVIL CODE SECTIONS 3275 OR 3369, BUT IS INTENDED TO CONSTITUTE LIQUIDATED DAMAGES TO CITY PURSUANT TO CALIFORNIA CIVIL CODE SECTIONS 1671, 1676 AND 1677. CITY HEREBY WAIVES THE PROVISIONS OF CALIFORNIA CIVIL CODE SECTION 3389. CITY AGREES THAT THESE LIQUIDATED DAMAGES SHALL BE IN LIEU OF ANY OTHER MONETARY RELIEF OR OTHER REMEDY FOR DELAY, INCLUDING, WITHOUT LIMITATION, SPECIFIC PERFORMANCE, TO WHICH CITY MIGHT OTHERWISE BE ENTITLED UNDER THIS AGREEMENT, AT LAW OR IN EQUITY, AND SHALL BE CITY’S SOLE AND EXCLUSIVE RIGHT AND REMEDY, EXCEPT THAT CITY MAY TERMINATE THE AGREEMENT.

CITY _____

CONTRACTOR _____

Attachment 2
INSURANCE REQUIREMENTS

1. CONTRACTOR Insurance. CONTRACTOR, at its sole cost and expense, for the full term of this Agreement (and any extensions thereof), shall obtain and maintain at a minimum compliance with all of the following insurance coverage(s) and requirements. Such insurance coverage shall be primary coverage as respects CITY and any insurance or self-insurance maintained by CITY shall be in excess of CONTRACTOR's insurance coverage and shall not contribute to it.
2. Subcontractor(s) Insurance. If CONTRACTOR utilizes one or more subcontractors in the performance of this Agreement, CONTRACTOR shall obtain and maintain independent insurance as to each subcontractor or otherwise provide evidence of insurance coverage for each subcontractor equivalent to that required of CONTRACTOR in this Agreement.
3. Types of Insurance and Minimum Limits. The following types of insurance and minimum limits are required providing at least the following minimum coverage and limits of liability:
 - a. Worker's Compensation written in accordance with the laws of the State of California providing coverage for any and all employees of CONTRACTOR in the minimum statutorily required coverage amounts;
 - b. Automobile Liability Insurance for each of CONTRACTOR's vehicles used in the performance of this Agreement, including owned, non-owned (e.g. owned by CONTRACTOR's employees or contractors), leased or hired vehicles, in the minimum amount of \$1,000,000 combined single limit per occurrence for bodily injury and property damage.
 - c. Professional Liability insurance coverage, in an amount not less than One Million Dollars (\$1,000,000).
 - d. Comprehensive or Commercial General Liability Insurance coverage in the minimum amount of \$1,000,000 combined single limit, including coverage for:
 - (1) bodily injury;
 - (2) personal injury;
 - (3) broad form property damage;
 - (4) contractual liability;
 - (5) cross-liability;
 - (6) products and completed operations liability
4. Other Insurance Provisions.

If any insurance coverage required in this Agreement is provided on a "Claims Made" rather than "Occurrence" form, CONTRACTOR agrees to maintain the required coverage for a period of three (3) years after the expiration of this Agreement (hereinafter "post agreement coverage") and any extensions thereof. CONTRACTOR may maintain the required post agreement coverage by renewal or purchase of prior acts or tail coverage. This provision is contingent upon post agreement coverage being both available and reasonably affordable in relation to the coverage provided during the term of this Agreement. For purposes of interpreting this requirement, a cost not exceeding 100% of the last annual policy premium during the term of this Agreement in order to purchase prior acts or tail coverage for post agreement coverage shall be deemed to be reasonable.
5. Endorsements.

All required Automobile and Comprehensive or Commercial General Liability Insurance shall be endorsed to contain the following clauses:

 - a. The City of Visalia, its officers, agents, employees, representatives, and volunteers are added as additional insureds as respects operations and activities of, or on behalf of the named insured, performed under contract with the City of Visalia.

- b. It is agreed that any insurance maintained by the City of Visalia shall apply in excess of and not contribute with insurance provided by this policy.
- c. This insurance shall not be canceled, limited in scope or coverage, or non-renewed until after thirty (30) days prior written notice has been given to the City Clerk, City of Visalia, 707 W. Acequia, Visalia, CA, 93291

6. Proof of Coverage.

CONTRACTOR agrees to provide its insurance broker(s) with a full copy of these insurance provisions and provide CITY on or before the effective date of this Agreement with Certificate(s) of Insurance for all required coverages. Copies of all the required Endorsements shall be attached to the Certificate(s) of Insurance or other evidence of insurance acceptable to the City of Visalia, which shall be provided by CONTRACTOR's insurance company as evidence of the stipulated coverages. This Proof of Coverage shall then be mailed to the City of Visalia at the following address:

City of Visalia
707 W. Acequia
Visalia, CA 93291
Attn: Purchasing Division

Attachment 3 Certificates, Guarantees and Affidavits

BID GUARANTEE

Known all men by these presents:

That we, _____ as principal and _____ as surety, are held and firmly bound unto the City of Visalia (obligee) 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

Project: Biofilter Media Replacement & Associated Equipment Inspection at Visalia Water Reclamation Facility

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 effect.

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 _____, 2026

Company (Principal): _____

Business Address: _____

Signature: _____ Date: _____

Name of Signing Official: _____ Title: _____

Company Seal (if any):

Company (Surety): _____

Business Address: _____

Signature: _____ Date: _____

Name of Signing Official: _____ Title: _____

Company Seal (if any):

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

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 Bid/Proposal.

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

WORKERS' COMPENSATION INSURANCE CERTIFICATE
(CALIF. LABOR CODE § 3700)

STATE OF CALIFORNIA)
) ss
CITY OF VISALIA)

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

Company: _____

Business Address: _____

Signature: _____

Name of Signing Official: _____

Title of Signing Official: _____

Date: _____

Company Seal (if any):

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: _____ Date: _____

Name & Title of Signing Official: _____

Company Seal (if any)

Note: Executive Order 11246 has been rescinded effective January 2025.

OWNERSHIP DISCLOSURE AND CALIFORNIA LEVINE ACT STATEMENT

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 \$500 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 \$500 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

Date

STATE OF CALIFORNIA

DRUG-FREE WORKPLACE CERTIFICATION

STD.21 (REV.12-93)

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 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.

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 (if any):

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:

- ☐ 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.

**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 of Signing Official:_____ Date:_____

Title of Signing Official:_____

Company Seal (if any):

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 (if any):

CLEAN AIR ACT AND WATER POLLUTION CONTROL CERTIFICATION

**CLEAN AIR ACT 42 U.S.C. § 7401-7671q.) and the FEDERAL WATER POLLUTION CONTROL ACT
as amended
(33 U.S.C. § 1251-1387). 49 CFR, Part 18, Section 18.36)**

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 of Signing Official: _____

Title of Signing Official: _____

Date: _____

Company Seal (if any):

CONTRACTOR AFFIDAVIT

I, _____ declare under penalty of perjury
(Affidavit's Name)

under the laws of the State of California and the provisions of the California Labor Code §1771, §1773.1, §1775, §1776, §1777.5, §1813 and §1815 that:

1. I am the _____ of _____ and I
(Officer, Owner, Partner) (Company)

am responsible for the payment of persons employed by _____
(Company)

who performed work on the City of Visalia Project entitled: _____

2. During all payroll periods from _____ through _____,
(first work date) (last work date)

All persons employed by _____ on this project
(Company)

have at all times been paid, at a minimum, the specified general prevailing rate of
per diem wages and any amounts due.

3. During all payroll periods on this project, all apprenticeship requirements have been
complied with.

Executed and sworn to this _____ day of _____, _____
(Day) (Month) (Year)

(Signature)

(Date)

Attachment 4
(begins on next page)

Date: July 24, 2026

Revision: 0

To: City of Visalia

Attention: Ben Litwack and Rehana Cale

Project: Biofilter Media Replacement & Associated Equipment Inspection at Visalia Water Reclamation Facility

We are pleased to provide the following proposal for work on the above reference project. We will furnish all labor, equipment, management, and materials for the following:

Bid Item	Description	Qty	Unit		Total
1	Mobilization / Demobilization / Site Protection	1	LS		\$5,000.00
2	Remove & Dispose Existing Biofilter Media (all beds)	1	LS		\$66,000.00
3	Surface Cleaning (biofilter walls / floors, trench & underdrains; pressure cleaning to restore surfaces)	1	LS		\$10,000.00
4	Biofilter Media - Furnish, Deliver, Place (100% screened yard-waste compost overs; see spec)	920	CY		\$131,560.00
5	Associated Equipment Inspection and Assessment Only (no routine maintenance)	1	LS		\$20,000.00
6	Testing & commissioning (smoke test, irrigation coverage, air balancing report)	1	LS		\$35,000.00
TOTAL=					\$ 267,560.00

Scope of Work:**1. Item 1 – Mobilization/Demobilization/Site Protection**

- a. Costs associated with mobilization, Demobilization.

2. Item 2- Remove & Dispose Existing Biofilter Media (all beds)

- a. Remove, transport, and dispose of existing biofilter media from both cells (Cell A and Cell B) of Biofilter No. 1 (BF01), totaling approximately 6,600 square feet, (920 CY) of effective media surface area at a 3-foot effective media depth, in accordance with all applicable local, state, and federal regulations.
- b. It is assumed that the existing biofilter media is non-hazardous and able to be disposed of at a local landfill.
- c. No allowances have been made for that handling and or disposal of hazardous materials.

3. Surface Cleaning (biofilter walls / floors, trench & underdrains; pressure cleaning to restore surfaces)

- a. Clean accessible surfaces only as necessary to facilitate media replacement; no full reconditioning of structural elements has been allowed.
- b. It is assumed that this work can be performed by utilizing a pressure washer to clean the basins.
- c. No allowances have been made to remove and clean the floor and plenum system

4. Biofilter Media - Furnish, Deliver, Place (100% screened yard-waste compost overs; see spec)

- a. Furnish & install biofilter media consisting of larger components of typical yard waste composting commonly called "overs" matching the material that was originally installed.
- b. It is assumed that the installation of the same material originally installed is an acceptable media.
- c. We were provided pricing for an alternate media that is supposed to be a product that has better performance and longer life span. If this is desired, we can provide it for an additional cost of \$132,480.00
 1. Scope of supply attached.

5. Associated Equipment Inspection and Assessment Only

- a. Inspect and assess (no routine maintenance) associated odor control equipment (fans, ducting, dampers, irrigation system, sumps/underdrains, and controls)
- b. Inspection shall verify consistency with the design intent and operational requirements identified in these documents, including airflow distribution, material compatibility with corrosive foul air, and functional performance of fans, dampers, and associated controls

6. Testing & Commissioning (smoke Test, irrigation coverage, air balancing)

- a. Commission and test the system (airflow/smoke test, irrigation coverage, air balancing) and provide documentation

Clarifications

1. This proposal is valid for 30 days from date of this letter.
2. This proposal is based on Plans & Specifications (Attached).
3. This proposal is based on the following Addenda Acknowledged: None
4. Schedule of work is subject to an approved agreeable schedule between the City of Visalia and W. M. Lyles Co.
5. We reserve the right to revise this pricing based on Final Drawings, and Specifications.
6. This proposal is based on mutually agreeable contract terms and conditions.
7. This proposal is based on standard 8-hour workdays. No overtime, weekend, or holiday work has been allowed.
8. This proposal excludes payment and performance bonds. If required, add **0.5%** to the price above.
9. This proposal is based on one (1) mobilization. Additional mobilizations will be invoiced on a T&M basis.
10. W. M. Lyles Co. is signatory to the following trades:
 - a. Laborers
 - b. Carpenters
 - c. Operating Engineers
 - d. Millwrights
 - e. Cement Masons

Exclusions

1. This proposal is based on the following exclusions:
 - a. Liquidated damages and/or acceleration.
 - b. Survey monument preservation/replacement.
 - c. Survey control points and / or staking.
 - d. Engineering and/or design.
 - e. Performance Guarantees.
 - f. Purchasing of construction water.
 - g. Purchasing, hauling, and/or disposal of construction and testing water.
 - h. All third-party testing and inspections (WML will coordinate as needed) including but not limited to:
 1. Concrete sampling, cylinders, and testing
 2. Compaction testing
 3. Special inspections.
 4. Welding inspections and or testing.
 5. Reinforcing steel locating, rebar x-ray, etc.
 - i. All permits and associated fees including but not limited to:
 1. Storm water pollution prevention plan (SWPPP), engineering, permits, plans, BMP implementation and or fee's.
 2. Dust control plan, permits, fees.
 3. California Regional Water Quality Control Board permits, fees, discharge requirements.
 4. San Joaquin Valley Air Pollution Control District plans and or implementation.
 5. Encroachment permits.
 - j. American Iron & Steel (AIS), Buy America, Buy American, Build America Buy America (BABA) or any similar domestic material requirements.
 - k. Specific Items Of Work;
 1. All Electrical, Instrumentation, and/or SCADA Work.
 2. Temporary Bypassing or Pumping.
 3. Shut downs, sequencing work, or system bypassing.
 4. Hazardous Material surveys and/or testing.
 5. Hazardous Material Mitigation / Abatement / Removal / Disposal (if encountered) such as but not limited to Asbestos, Lead, etc.

6. Mitigation of Groundwater (if encountered) such as but not limited to, deep well points, piping, bypassing, discharging, etc.
7. Mitigation of Rock (if encountered) such as but not limited to blasting, grinding, drilling, rock trenching, etc.
8. Environmental allowances in the event that special-status plants or species are discovered, or the actions that will be required if such event occurs.
9. Environmental clearances, permitting, arborist, or special requirements for tree removal.
10. Onsite office/construction trailers.
11. Special coatings (chemical resistance, graffiti coatings, etc.)
12. Corrosion Protection / Cathodic Protection such as but not limited to, deep well anodes, test stations, sacrificial anodes, special coatings, etc.
13. Noise mitigation and/or noise barriers.
14. Assessment, removal, repair or replacement of floor and plenum system
15. Assessment, removal, repair or replacement of Liner & Geonet Barrie
16. Assessment, removal, repair or replacement of Irrigation System
17. Assessment, removal, repair or replacement of Drainage Trench Protective Coating

General Terms and Conditions:

1. This proposal includes costs for typical insurance policies: General Liability (\$2 million/\$4 million) and Automobile Liability (\$2 million) with additional insured as requested along with standard Worker's Compensation (\$1 million) coverage. Additional insurance coverage that is requested or any payment of deductibles may be at an additional cost.
2. By law, the duty to indemnify shall not extend to the acts of willful misconduct, active, or sole negligence, on the part of the Owner or anyone associated with him including design or engineering work submitted for our Scope.
3. If hazardous materials, unsuitable ground conditions, change in soil conditions or concealed conditions are encountered, we will cease all operations and the Owner will determine the nature and extent of such conditions, and will recommend the nature and extent of remediation. Any hazardous materials, unsuitable ground conditions, change in soil conditions or concealed conditions that are encountered shall be considered "extra work" under an approved Change Order.
4. Any authorized cost plus or force account work shall be completed under written direction per the agreed time and material section within the contractual documents or in absence, using our annual and most current labor and equipment rates along with our time and material calculation sheet.
5. In the absence of Dispute Resolution provisions in the contractual documents, any and all claims, controversies or disputes arising out of or relating to this agreement, or the breach thereof, which remain unresolved after good-faith and direct negotiations between the on-site Project Managers and after with the Corporate Officer(s) and authorized representative of the Owner (parties), shall then be submitted to confidential mediation with written notice in accordance with the rules and procedures for mediation then in effect under either JAMS for Mediation or the Construction Industry Mediation Rules of the American Arbitration Association. Continuing claims, controversies or disputes thereafter shall be submitted to binding Arbitration as allowed by California Law.
6. In the absence of warranty provisions in the Contract Documents, Contractor warrants to Owner that all materials and equipment furnished shall be new unless otherwise specified and that all work under this Agreement will be performed in a good and workmanlike manner, shall be of good quality, free from faults and defects for a period of one (1) year from the date of W.M. Lyles Co.'s scope of work completion.
7. All contractual correspondence and payments shall be directed to our Corporate Office at 525 W. Alluvial Ave., Suite B. Fresno, CA 93711

Thank you for the opportunity in submitting this proposal.

W. M. Lyles Co.



Ruben Moreno, Jr.
Project Executive / Secretary

Attachments:

- RFB 25-26-16 Biofilter Media Replacement & Inspection
- Exhibit E-1 Visalia WCP O&M Manual ch. 15
- Exhibit E-2 Visalia Specification Vol II of IV - Section 10001
- GES Biotek scope of supply (OPTIONAL MATERIAL)

Contractors are required by law to be licensed and regulated by the Contractor's State License Board.
Any questions concerning a contractor may be referred to the Register of the board, whose address is:
Contractor's State License Board, 9835 Goethe Road, P.O. Box 26000, Sacramento, California 95826



**CITY OF VISALIA
REQUEST FOR BID ("RFB")**

RFB NO. 25-26-16

**BIOFILTER MEDIA REPLACEMENT &
ASSOCIATED EQUIPMENT INSPECTION
AT VISALIA WATER RECLAMATION FACILITY**

BID SUBMITTAL DEADLINE: 2:00PM PT ON THURSDAY, MAY 28, 2026

The City of Visalia expressly reserves the right to modify, or withdraw from, the process initiated and described herein. No rights shall be vested in any party, individual or entity by virtue of its preparation to participate in, or its participation in, such process. The City expressly reserves the right to modify, for any reason, the schedule and any provision contained herein. The City reserves to itself the selection of winning respondent(s), if any, in the exercise of its sole discretion. No binding commitment shall arise on the part of the City to any respondent under this Request for Bid until and unless the parties sign documents of agreement that become effective in accordance with their terms. Responses to this RFB, however, shall be held firm by Respondent for at least ninety (90) days.

This is a Public Works Project, subject to registration with the Department of Industrial Relations (DIR), Payment of State Prevailing Wages, Monitoring by the Labor Commissioner and other requirements listed in the City's Labor Compliance Manual (attached).

Advertisement Dates: 04/24/26
04/29/26

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EXHIBITS

A. BID FORM

B. CERTIFICATIONS, AFFIDAVITS, ASSURANCES, STATEMENTS, WAIVERS, AND QUESTIONNAIRES WHICH MUST ACCOMPANY BID FORM

- B-1. Bid Guarantee
- B-2. Non-Collusion Affidavit
- B-3. Worker's Compensation Insurance Certificate
- B-4. Equal Employment Opportunity Compliance Certificate
- B-5. Ownership Disclosure and Levine Act Statement
- B-6. Drug-Free Workplace
- B-7. Americans with Disabilities Act Compliance Certificate
- B-8. Iran Contracting Act
- B-9. Certificate of Nonsegregated Facilities
- B-10. Certification of Anti-Kickback Compliance
- B-11. Clean Air Act and Water Pollution Control Act Compliance Certificate

C. SAMPLE PROJECT AGREEMENT WITH ATTACHMENTS

ATTACHMENT 1 - GENERAL CONTRACT PROVISIONS

ATTACHMENT 2 - INSURANCE REQUIREMENTS

D. SAMPLE CONTRACTOR'S AFFIDAVIT

E. ADDITIONAL ATTACHMENTS

- E-1. Visalia WRF Q&M Manual, Chapter 15 Odor Control System
- E-2. City Technical Specifications (Vol II of IV) — Section 10001 Odor Control
- E-3. State Prevailing Wage Designations
- E-4. Labor Compliance Manual

I. DEFINITIONS

For the purposes of this RFB NO. 25-26-16, the following terms shall have the meanings indicated:

1. "City" means the City of Visalia
2. "City Council" means the Council of the City of Visalia
3. "Bidder", "Vendor", "Supplier", "Consultant", "Contractor" and "Subrecipient" are used interchangeably throughout this invitation to mean the person, firm, or corporation or other entity submitting a Bid in response to the Request for Bid.
4. "Bid" and "Proposal" are used interchangeably to mean an individual's or entity's offer in response to this Request for Bid.
5. "RFB" means Request for Bid No. 25-26-16

II. PROJECT INTRODUCTION

The City of Visalia Purchasing Division is soliciting bids from qualified contractors for a one-time project to remove and replace the odor control biofilter media and conduct an associated equipment inspection at the Visalia Water Reclamation Facility, located at 7579 Avenue 288, Visalia, California. Bids are being sought from contractors who have a proven record of experience in providing the services required by this Invitation to Bid.

Specifications and Bid Documents: Specifications and bid documents may be obtained free of charge at the Purchasing Division, 707 W. Acequia Street, Visalia, California, or by calling (559) 713-4334, or emailing your request to purchasing@visalia.gov. Documents will be emailed to the requestor. If documents exceed email capacity, a share file link will be provided to the requestor so that the documents can be downloaded by the requestor.

Mandatory Pre-Bid Meetings have been scheduled for this project. Bidder's are required to attend at least one of the mandatory meetings in order to be eligible to bid on project. Meetings will be held at the Water Reclamation Facility located at 7579 Avenue 288, Visalia, CA as follows:

Tuesday, May 12, 2026 at 9:00 a.m. and
Thursday, May 14, 2026 at 9:00 a.m.

Contract Dates: Tentative date of award: June 2026 and Contractor must be able to begin the work as described within this bid upon receipt of the City's Notice to Proceed. The Notice to Proceed shall be issued in writing by the Purchasing Department.

Time of Completion Deadline: The entire project must be completed within one hundred twenty (120) calendar days from the effective date of the Notice to Proceed. The Notice to Proceed will be issued in writing by the Purchasing Department.

Budget Estimate for this project is approximately \$60,000.

Prevailing Wages: Under the requirements of Labor Code section 1782 passed by SB7 and in compliance with City of Visalia Ordinance 2014-13, this public works project is subject to State prevailing wages as specified in document and attachments. Ten (10) days before closing date of the bid, the project manager will review the prevailing wage rates enclosed with this bid for updates. If changes are made, these will be included as an addendum to this bid request. See Section III for additional Department of Industrial Relations Requirements which apply to this project.

License Requirements: No bid will be accepted from a Contractor who is not duly licensed in accordance with the provisions of Chapter 9, Division III of the State of California Business and Professions Code and has a current Class A, General Engineering Contractor's license.

Use of Subcontractors: Your proposal may include subcontractors and you should clearly delineate the responsibilities of each of those participants within your proposal. However, the City will recognize the party legally signing the Bid Proposal as prime contractor and contacting party, who, as such, will assume ultimate responsibility for ensuring compliance with the specifications, terms and conditions of the Invitation to Bid. The Prime Contractor must complete a minimum of 30% of the total amount of work under this contract.

III. CALIFORNIA DEPARTMENT OF INDUSTRIAL RELATIONS REQUIREMENTS, Public Works Contractor Registration Program and Project Labor Agreements

Notice is hereby given that this is a public works project and therefore, subject to DIR monitoring. All contractors and subcontractors bidding and performing work on Public Works Projects must: Register on an annual basis with the California Department of Industrial Relations (DIR) and furnish electronic payroll records 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 submitted by unregistered contractors or that list unregistered subcontractors will be rejected.

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.

The following statements and requirements are to be included in all City of Visalia public work contracts that require the payment of prevailing wages in accordance with California Labor Code (CLC). This RFB document becomes a part of the public works contract for this project and therefore, the CLC contract language requirements are incorporated into the contract.

- ☐ 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 City of Visalia. 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 1771.4(a)(2), the prime contractor is required by the City of Visalia to post job site notices, as prescribed by regulation. Information on required workplace postings may be found on the Department of Labor website at: <http://www.dir.ca.gov/wpnodeb.html> .
- ☐ The contractor and each subcontractor shall maintain all project records required under CLC for public works projects and preserve them for a minimum 3-year period to begin on

the date a Notice of Completion is filed for the project. Please refer to the retention period required for any grant or specialized project funding. Some funding sources require an extended time period for records retention.

- ❑ In accordance with CLC section 1773.2, the contractor is required, by the City of Visalia, to post a copy of the determination of the Director of Labor Standards prevailing rate of per diem wages for each craft, classification, or type of worker needed to execute the contract at each job site.
- ❑ In accordance with labor code section 1776 and its enforcement (1771.4(a)(3)), for initial contracts awarded on or after April 1, 2015 each project contractor and subcontractor shall;
 - Maintain and furnish directly to the Labor Commissioner, bi-weekly, a certified copy of each weekly payroll as specified in section 1776 containing a statement of compliance with labor code sections 1771, 1811 and 1815, signed under penalty of perjury.
 - Make available or provide a certified copy of these payroll records and their supporting documentation within 10 days to all authorized parties upon written request and be subject to penalties for non-compliance as detailed in labor code section 1776.
 - Inform the City of Visalia of the location of the payroll records kept in compliance with labor code section 1776(g) and notify the City of Visalia within 5 working days of any change in their location.
- ❑ The City of Visalia will comply with any prevailing wage monitoring and enforcement activities required by the labor compliance programs of the Department of Industrial Relations including the withholding of contract payments in the amount of any underpayment of prevailing wage and applicable penalties as directed by the Department of Labor Standards Enforcement in accordance with CLC section 1727(a). Any amount withheld will be released as directed by the Labor Commissioner upon receipt of a certified copy of a final order no longer subject to judicial review in accordance with CLC section 1742(f).
- ❑ As set forth in labor code section 1775(b), the following subcontractor provisions shall be included in any contract executed between the contractor and a subcontractor for performance of work on this public work project:
 - As set forth in CLC section 1775(b)(1), any contract executed between a contractor and a subcontractor for the performance of work on a City of Visalia public works project shall include a copy of the provisions of Labor Code sections 1771, 1776, 1777.5, 1813, and 1815. ***These labor code sections must be included within or as attachments to the contract.***
 - As set forth in CLC section 1776, the subcontractor shall maintain and furnish directly to the Labor Commissioner, bi-weekly, a certified copy of each weekly payroll as specified in section 1776 containing a statement of compliance with labor code sections 1771, 1776, 1811 and 1815, signed under penalty of perjury.
 - As set forth in CLC section 1775(b)(2), the contractor shall monitor the payment of the specified general prevailing rate of per diem wages by the subcontractor to the employees, by periodic review of the certified payroll records of the subcontractor.
 - As set forth in CLC section 1775(b)(3), upon becoming aware of the failure of the subcontractor to pay his or her workers the specified prevailing rate of wages, the contractor shall diligently take corrective action to halt or rectify the failure, including, but not limited to, retaining sufficient funds due the subcontractor for work performed on the public works project.

- As set forth in CLC section 1775(b)(4), prior to making final payment to the subcontractor for work performed on the public works project, the contractor shall obtain an affidavit signed under penalty of perjury from the subcontractor that the subcontractor has paid the specified general prevailing rate of per diem wages to his or her employees on the public works project and any amounts due pursuant to Section 1813. Prior to the release of retention to the contractor, the COV will require a copy of the affidavit(s) completed by each listed subcontractor.
- ❑ In accordance with CLC section 1777.5(e), prior to commencing work on a contract for public work; every contractor shall submit contract award information to an applicable apprenticeship program that can supply apprentices to the site of the public work.
- ❑ Only apprentices, as defined in CLC section 3077, in training under apprenticeship standards approved by the Division of Apprenticeship Standards (DAP) and party to written apprentice agreements under CLC section 3070-3098 may be employed at the apprentice wage rate on public works.
- ❑ Unless exempted under CLC section 1777.5(j), a contractor working on a public works contract of \$30,000 or more shall employ the number of apprentices or the ratio of apprentices to journeymen stipulated in the applicable apprenticeship standards (CLC 1777.5(n)). In no event shall the ratio be less than one hour of apprentice work for every five hours of journeyman work.
- ❑ The prime contractor is responsible for compliance with the requirements of CLC section 1777.5 for all apprenticeable occupations employed on the contract. As stated in 1777.5 (o), the apprenticeship requirement does not apply to contracts of general contractors or to contracts of specialty contractors not bidding for work through a general or prime contractor when the contract is less than thirty thousand dollars (\$30,000).
- ❑ As stated in section 1777.7(e), the prime contractor will not be liable for any penalties assessed for violations of section 1777.5 if they have complied with the following requirements:
 - The contract executed between the contractor and the subcontractor for the performance of work on the public works project shall include a copy of the provisions of section 1771, 1775, 1776, 1777.5, 1813 and 1815. ***These labor code sections must be included within or as attachments to the contract.***
 - The contractor shall continually monitor a subcontractors use of apprentices required to be employed on the public works project pursuant to subdivision (d) of section 1777.5, including, but not limited to, periodic review of the certified payroll of the subcontractor.
 - Upon becoming aware of a failure of the subcontractor to employ the required number of apprentices, the contractor shall take corrective action, including , but not limited to, retaining funds due to the subcontractor for work performed on the public works project until the failure is corrected.
 - Prior to making a final payment to the subcontractor for work performed on the public works project, the contractor shall obtain a declaration signed under penalty of perjury from the subcontractor that the subcontractor has employed the required number of apprentices on the public works project.
- ❑ The prime contractor is required to provide a signed affidavit declaring their compliance with California Labor Code sections 1771 (prevailing wage) and 1777.5 (apprenticeship) for all workers employed on the contract before final payment will be made on the contract by the City of Visalia.

Contract inclusion and/or attachments: The following item is required to be included either in the body of, as attachments to, or addendums of all public work contracts:

- ❑ As set forth in CLC section 1773, the City of Visalia shall obtain the general prevailing rate of 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. This will include the apprenticeship prevailing wage for all apprenticeable trades. In accordance with labor code section 1773.2, this information is to be included in the contract itself.

10 days before the closing date of the bid, the project manager will review the prevailing wage rates included in any requests for bid proposals for updates and issue an addendum to notify interested bidders of any changes. General prevailing wage determinations made by the director of industrial relations for journeyman and apprentices may be found at:

<http://www.dir.ca.gov/OPRL/PWD/index.htm> and
<http://www.dir.ca.gov/OPRL/PWAppWage/PWAppWageStart.asp>

IV. INSTRUCTIONS

1. Fill out attached Bid Form (Exhibit "A") in ink or typewriting completely.
2. Cross out and initial mistakes in ink and place the correct response next to same.
3. Timely submit Bid in a sealed envelope addressed and marked as follows:

From: Bidder's Name
Bidder's Mailing Address

To: City of Visalia Purchasing Division
707 W. Acequia Avenue
Visalia, California 93291

In lower left-hand corner of envelope, mark bid as follows:

PROJECT: Biofilter Media Replacement & Equipment Inspection
RFB NO. 25-26-16
BID SUBMITTAL DEADLINE: May 28, 2026 at 2:00pm.

Delivery of Bid: When sending a bid via Fed Ex, UPS, etc., it is the responsibility of the Bidder to ensure that Bid is received during open office hours. Office Hours are 7:30am – 5:00pm Monday through Thursday. We are closed on Fridays and major holidays. Bids are not delivered or received when office is closed.

The City utilizes an outside service for delivery and sorting incoming mail, and therefore, mailing a bid via U.S. Mail is not recommended as there could be a delay in receiving bids by the deadline. Bids must be received prior to the deadline. The City will not accept a postmark as evidence of delivery.

Night Drop Box: If delivering a bid after hours, a Night Drop Box is located at Visalia City Hall, 707 W. Acequia Avenue, Visalia, CA 93291. Enter the west parking lot of the building off of Stevenson Street. The Drop Box is labeled "Night Drop" and is located on the building across from the bicycle racks. The Night Drop Box should only be utilized if City Offices are Closed. The Night Drop Box is checked prior to the bid deadline.



4. Submit a security deposit of no less than 10% of the Bid amount to the City with the sealed Bid to guarantee the Bid. City will not consider Bids which are not accompanied by the required security. Security may be made by certified check, cashier's check, or Bidder's bond. Forfeiture of Bid security shall be governed by California Contract Code Section 20172-20174.
5. Submit each of the required Certifications, Affidavits, Bid Guarantees Assurances, Statements and Questionnaires as well as optional waiver(s) to City with the sealed Bid. City will not consider Bids which are not accompanied by the required completed forms.
6. Inquiries: Instructions to Vendors, Specifications and Bid Forms may be obtained by visiting our web site at visalia.gov/purchasing or by calling (559) 713-4334. To prevent misinterpretations, the Purchasing Division would prefer that all questions regarding this RFB be sent by email to: purchasing@visalia.gov.

Deadline for submitting questions regarding this project is Tuesday, May 19, 2026 at 4:00 p.m.

V. SCOPE OF WORK/PROJECT SPECIFICATIONS

References & Basis of Design:

- O&M Manual — Chapter 15 “Odor Control System” (process flow, fans, biofilter overview, operations/maintenance and controls; see Figures 15.1–15.6). See O&M Manual Excerpts below and Exhibit E-1.
- City Technical Specifications (Vol II of IV) — specifically Section 10001 Odor Control Biofilters and associated sections for materials, floor system, irrigation, coatings, and testing/commissioning. See Exhibit E-2.

Scope Summary:

The Contractor shall furnish all labor, materials, equipment, and incidentals to:

1. Remove, transport, and dispose of existing biofilter media from both cells (Cell A and Cell B) of Biofilter No. 1 (BF01), totaling approximately 6,600 square feet of effective media surface area at a 3-foot effective media depth, in accordance with all applicable local, state, and federal regulations. All disposal costs shall be the responsibility of the Contractor and shall be included in the bid price. The Contractor shall provide the City with disposal manifests documenting the quantity and disposal location of all removed media prior to final payment. Following removal, replace with new media meeting the specifications set forth herein;
2. Inspect and assess (no routine maintenance) associated odor control equipment (fans, ducting, dampers, irrigation system, sumps/underdrains, and controls);
3. Clean accessible surfaces only as necessary to facilitate media replacement; no full reconditioning of structural elements is required;
4. Commission and test the system (airflow/smoke test, irrigation coverage, air balancing) and provide documentation.

This is a one-time project limited to media replacement and inspection; no ongoing or annual maintenance is included.

Biofilter System — Key Technical Requirements:

A. Floor & Plenum System

- The existing modular floor and plenum system shall remain in place and shall not be replaced unless determined to be unusable through inspection and authorized in writing by the City. If it is determined that the floor and plenum system needs to be replaced, the Contractor shall replace the modular HDPE/PP perforated floor plates and all associated components to meet the following requirements:
 - Modular HDPE/PP perforated floor plates installed over reinforced concrete slab with a minimum 5-inch air plenum between the concrete and underside of plates. Static pressure drop $\leq \frac{1}{4}$ " w.c. at 10 cfm/ft²; tapered openings (narrowest at top). Structural capacity to support a 25,000 lb rubber-tired backhoe loader ($\approx$ 100 psi wheel pressure).
- The Contractor shall not assume replacement of the floor and plenum system in the base bid; any such work shall be performed only upon written authorization by the City.

B. Liner & Geonet Barrier

- The existing liner and geonet barrier shall remain in place and shall not be replaced unless determined to be unusable through inspection and authorized in writing by the City. If it is determined that the liner and/or geonet barrier needs to be replaced, the replacement shall meet the following requirements:
 - PVC liner: 40 mils, specific gravity 1.2–1.3; field welded and tested per manufacturer recommendations (AccuGeo or equal).
 - Tri-planar geonet barrier (e.g., Tenax Tendrain TD5 or equal): 275 mil thick, density $\sim$ 0.94 g/cc; tensile strength $\sim$ 13 kN/m; compression retention $\sim$ 65% @ 1,200 kp; typical openings $\approx$ 0.25"×0.35"; 12" overlap at joints.
- No full removal or replacement of liner or geonet is included in the base scope.

C. Biofilter Media (Compost "Overs")

- Media shall be 100% screened yard waste compost overs, particle size 2–6", with $\geq$ 90% between 2–4", pH 6–8, debris $\leq$ 1% by weight, stabilized, and free of objectionable odors; place loosely (no compaction) to an effective depth of 3.0 ft, allowing $\sim$ 9" for initial settling/cure.
- Submittals: Provide media gradation reports and a cubic foot sample of the proposed media before procurement/placement.

D. Irrigation System (Hydration & Coverage)

- The existing irrigation system shall remain in place and shall not be replaced or rehabilitated unless individual components are determined to be non-functional through inspection and authorized in writing by the City. If it is determined that irrigation system components need to be replaced, the replacement shall meet the following requirements:
 - Zone controlled irrigation consisting of PVC mains/headers (typ. 1" header per cell, 5/8" connections), gear-driven pop-up sprinklers (ABS), and an in-bed drip grid (polyethylene tubing with $\sim$ 0.6 gph emitters, Netafim or equal), strainers, PRVs, and drains to achieve complete and uniform coverage across the media surface.
 - Controller: ESP MC series (Rain Bird or equal) in NEMA 4X enclosure, 120 VAC in / 24 VAC out, $\geq$ 8 zones, fully programmable.
- Work under this section is limited to inspection and minor adjustments necessary to support media establishment; full system rehabilitation is not included.

E. Drainage Trench Protective Coating

- The existing trench protective coating shall remain in place and shall not be recoated unless determined to be unusable through inspection and authorized in writing by the City. If it is determined that the trench coating needs to be replaced, the replacement shall meet the following requirements:
 - SprayWall (or equal) polyurethane coating applied to the central drainage trench at 120 mils DFT; VOC free; holiday testing per NACE PRO188-99; adhesion per ASTM D4541 (150–200 psi); 10-year warranty.
- No full recoating is included in the base scope; recoating shall only occur if existing coating is deemed failed or unusable and authorized by the City.

F. Fans / Ducting / Dampers

- Inspect foul air FRP/HDPE/PP ductwork, centrifugal fans, and dampers per City of Visalia Technical Specifications, Volume II of IV, including Section 10001 – Odor Control Biofilters and related sections governing odor control systems, materials, and equipment, and O&M Manual Chapter 15 – Odor Control System (including Figures 15.1–15.6 and Table 15.1).
- Inspection shall verify consistency with the design intent and operational requirements identified in these documents, including airflow distribution, material compatibility with corrosive foul air, and functional performance of fans, dampers, and associated controls.
- No routine servicing or maintenance is required; repairs or replacement shall only occur if components are determined to be non-functional and with prior City authorization.

Execution and Contractor Responsibilities:

A. Removal & Cleaning

- Remove, transport, and dispose of existing biofilter media from BF01 (both cells) in accordance with all applicable local, state, and federal regulations; clean structural surfaces including biofilter walls/floors, trench surfaces, and underdrains/sumps as necessary to facilitate media replacement and inspection; all disposal costs shall be included in the bid price, and disposal manifests shall be provided to the City prior to final payment.
- Cleaning shall be limited to what is necessary to facilitate media replacement and inspection; full surface restoration is not required.

B. Installation

- No installation or replacement of liner, geonet, trench coatings, or structural system components is included in the base scope.
- Existing liner, geotextile, underdrain system, and trench coatings shall remain in place and shall not be replaced as part of this work unless determined to be unusable through inspection and authorized in writing by the City.
- Place media loosely; pre wet and cure the bed to field capacity; keep moist for ≈3 weeks prior to full operation.
- Irrigation system adjustments may be performed to support media establishment; full system reconstruction is not included.

C. Associated Equipment Inspection Only

- Inspect fans (belts/bearings), dampers (linkages/actuators), ducting (leaks/cracks), sumps/pumps, and irrigation controls.
- No preventive or routine maintenance shall be performed.
- Repair or replacement of components shall only occur if deemed unusable or non-functional and only upon prior City approval.

- No maintenance allowance is included in the base scope.
- D. Start-Up & Testing
- Smoke test & airflow verification across the beds; adjust dampers/fans for even distribution.
 - Irrigation coverage check and adjustments (zone timing, emitter/sprinkler performance).
 - Air balancing: submit a formal air balance report (record flows, pressures, fan speeds, amperage) consistent with City testing requirements.
 - Submit a commissioning package (photos, test data, settings, O&M notes).
- E. Documentation & Submittals
- Required Submittals: Media gradation reports; cubic foot sample of proposed biofilter media; final air balance report; and commissioning documentation (including test data, photos, and system settings).
 - Conditional Submittals (only if repair or replacement work is authorized by the City): Shop drawings and irrigation layout/schematics; product data and samples for liner and geonet materials; trench coating data (including manufacturer specifications and testing requirements); and any additional submittals associated with the approved repair or replacement work.
- F. Work Sequencing & Continuity of Service
- Coordinate with Plant Operations to maintain odor-control service; submit a staging plan showing bed-by-bed sequencing, temporary controls, and expected durations. (Per O&M Ch. 15, system components and controls must remain operable during normal operations.)

Safety & Environmental:

- Dust/runoff control; proper handling of compost media; liner/coating application per manufacturer safety data; electrical LOTO on fans/controls; disposal per City/environmental regulations. (*General compliance drawn from the City's technical specification framework.*)

Change Orders / Additional Work:

- If, during the course of inspection or construction, the Contractor identifies any components that are unusable or require repair or replacement beyond the base scope, the Contractor shall provide a detailed, itemized cost proposal for the additional work.
- The proposal shall include, at a minimum:
 - Labor (by classification and hours)
 - Materials (quantities and unit costs)
 - Equipment
 - Subcontractor costs (if applicable)
 - Overhead and profit
- No additional work shall proceed without prior written authorization from the City. All proposed changes shall be reviewed and approved by the City's Change Order Committee prior to commencement of the work.
- Failure to obtain written authorization prior to performing additional work shall result in non-payment for such work.

At the conclusion of the work, Awarded Contractor shall provide the City of Visalia Project Manager with a signed Contractor's affidavit that labor codes were followed, and prevailing wage rates were paid. The affidavit must be submitted to the City Project Manager prior to final payment. A sample Contractor's Affidavit is included with this RFB (see Exhibit D).

Awarded Contractor shall follow the requirements of the City of Visalia Labor Compliance Manual (which is made a part of this RFB and contract).

O&M Manual Excerpts:

Odor Control System Process Flow Diagram (Figure 15.1)

Visalia WRF O&M Manual

Chapter 15: Odor Control System

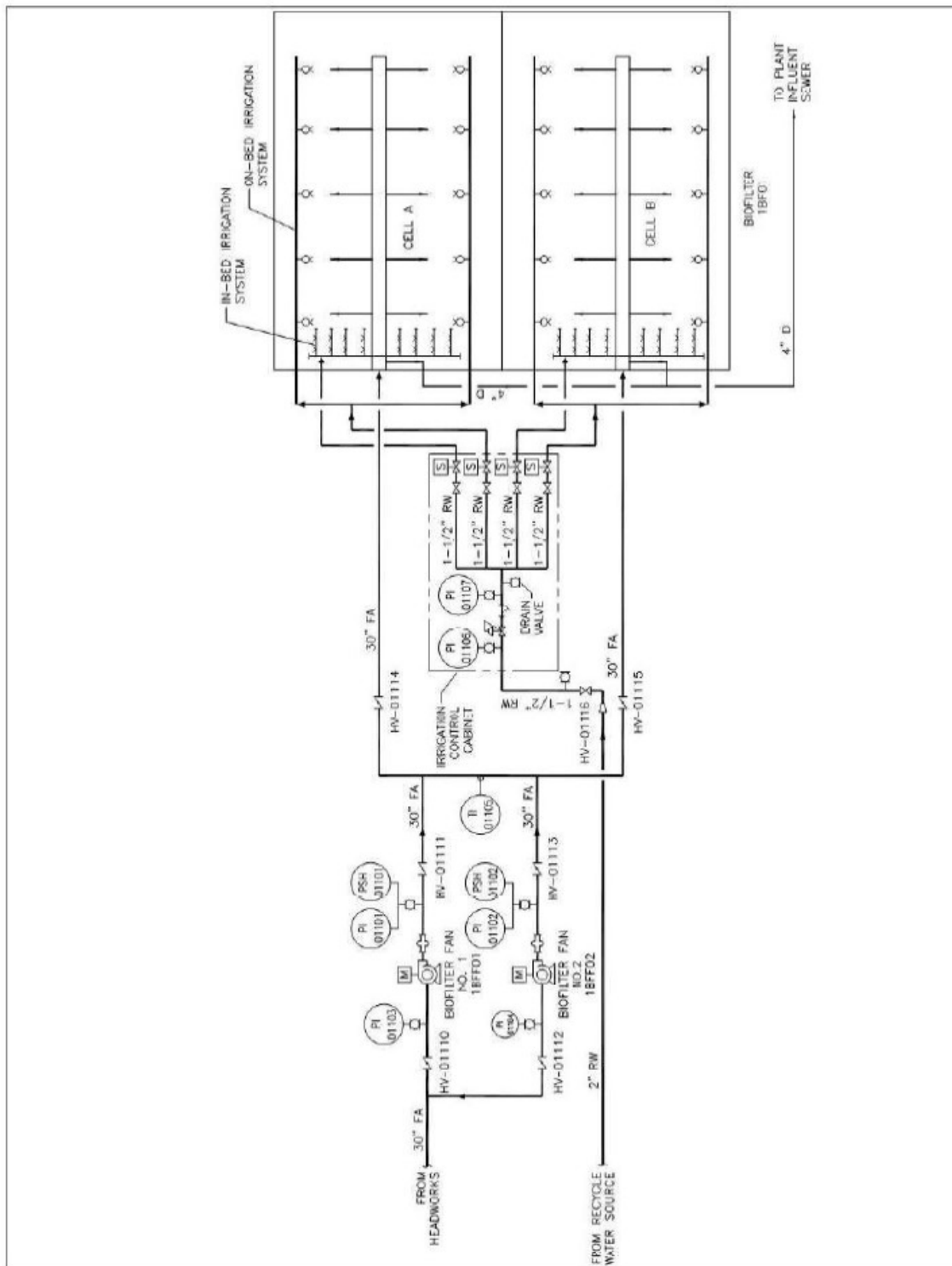


Figure 15.1: Detailed Process Flow Diagram of Odor Control System.

Foul Air Supply Fans (Figure 15.2)



Figure 15.2: Foul Air Supply Fans.

Biological Filter (Figure 15.3)



Figure 15.3: Biological Filter.

Biofilter Fan HOA Selector Switch (Figure 15.4)



Figure 15.4: Biofilter Fan HOA Selector Switch.

Irrigation System Selector Switch (Figure 15.5)



Figure 15.5: Irrigation System Selector Switch.

Partial Single-Line Diagram for Biofilter Fans (Figure 15.6)

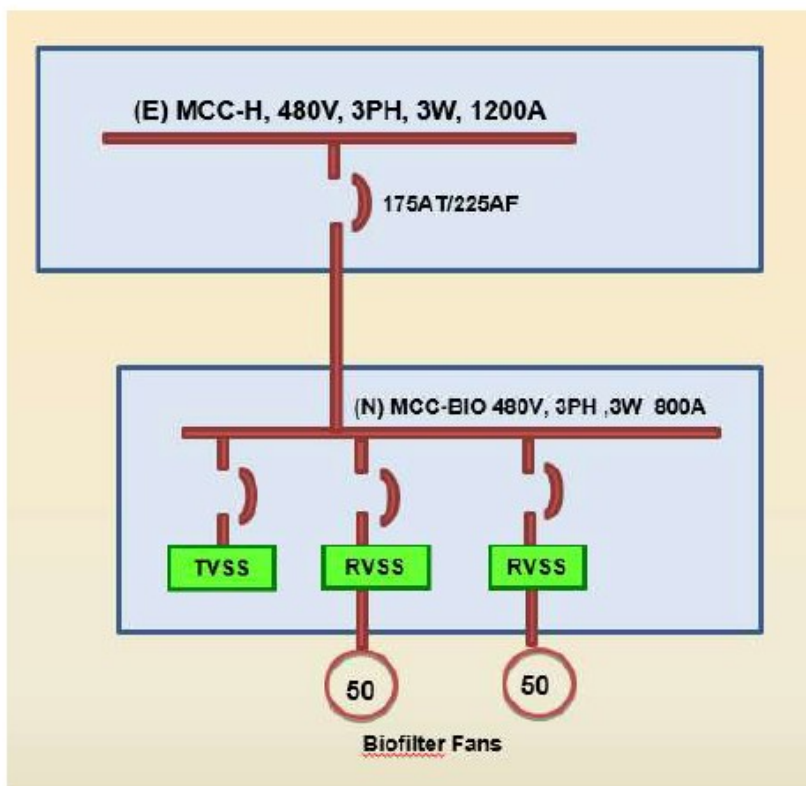


Figure 15.6: Partial Single Line Diagram for Biofilter Fans

VI. PRE-BID MEETINGS

1. Mandatory Pre-Bid Meetings have been scheduled for this project. Bidder's are required to attend at least one of the mandatory meetings in order to be eligible to bid on project. Meetings will be held at the Water Reclamation Facility located at 7579 Avenue 288, Visalia as follows:

Tuesday, May 12, 2026 at 9:00 a.m. and
Thursday, May 14, 2026 at 9:00 a.m.

Information on the project will be available during the meetings and time is designated for Contractors to ask questions about the work/contract. It shall be the responsibility of the Contractor to have acquired full knowledge of the job site, scope of work and any problems or difficulties that may affect the work proposed.

VII. BID OPENING AND CONFIDENTIALITY

1. Bid Opening. Bids shall be opened publicly in the presence of attendees, if any, on May 28, 2026 at 2:00 p.m. at 707 W Acequia, Visalia CA, City Hall. The name of each Bidder and the amount of each Bid shall be read aloud and summarized on a Bid Summary sheet. The bid summary sheet is open to public inspection at the Bid opening and after the City has made an Intent to Award decision. Other Bid information will not be available for public review during the evaluation phase.
2. Bid Confidentiality. The City favors full and open disclosure of all Bid records. The City will not expend public funds defending claims for access to, inspection of, or to be provided copies of any such records. By submitting a Bid, a Bidder agrees to indemnify and defend the City against all claims or actions brought against it to seek access to, or compel disclosure of, any records or documents in the City's possession.

After the award, the City intends that its selection process will be open and public. Respondents are advised that the California Public Records Act ("PRA") provides that any person may inspect or be provided a copy of any identifiable public record or document that is not exempted from disclosure by the express provisions of the Act. The Federal Freedom of Information Act ("FOIA") contains a similar provision. Each Bidder shall clearly identify any information within its Bid that it intends to ask the City to withhold as exempt under either the PRA or FOIA. Any information contained in a Bidder's submission which the Bidder believe qualifies for exemption from public disclosure as "Proprietary" or "Confidential" must be identified as such at the time of first submission of Bidder's Bid to this RFB. Any failure to identify information contained in a Bidder's Bid to this RFB as "Proprietary" or "Confidential" shall constitute a waiver of Bidder's right to object to the release of such information upon request under either Act.

VIII. AWARD

1. Most Responsive, Responsible Bidder. A Contract (substantially similar to that attached hereto as Exhibit "C" with Attachments 1-2) shall be awarded with reasonable promptness by appropriate written notice. Award shall be made to the lowest bidder whose bid is deemed both responsive and responsible and meets the criteria and specifications set forth in this RFB. A responsible Bidder is one who has the capability, financial capacity and integrity to perform the contract. A responsive Bidder is one who commits to all of the material terms, for example, price, quantity, quality and delivery, of this RFB. Contractor must return a signed copy of the contract provided by the City with its Award Notice to City within ten (10) working days of receipt thereof.

2. Reservation of Rights. The City reserves the right to reject any item or items in the Bid; to waive informalities, technical defects, and minor irregularities in Bids received; and to select the Bid(s) deemed most advantageous to the City.

IX. PROTESTS/APPEALS

Because it is essential that Bidders have confidence in the procurement procedures for soliciting and awarding contracts, it is the policy of the City to offer Bidders the opportunity to appeal award of contracts. The following procedures shall apply in regard to appeals:

1. Any actual Bidder who is aggrieved in connection with this RFB or award of a contract hereunder may protest to the City of Visalia Purchasing Division in writing within five (5) working days after such aggrieved Bidder knows, should have reasonably known, or could reasonably be expected to know of the facts giving rise thereto; and
2. Should identify only the areas regarding bid contradictions, procurement errors, quotation rating discrepancies, legality of procurement context, conflict of interest in the rating process and inappropriate or unfair competitive procurement grievance regarding the Bid process.
3. The City's Purchasing Division shall have the authority to settle and resolve each protest. The resolution will be provided to Bidder in writing within five (5) working days of receipt of the appeal unless the Bidder is notified more time is required.
4. Further levels of appeal may be made in accordance with the appeals provision contained in Chapter 5 of the City's "Purchasing and Contract Procedures" which is available through City's Purchasing Division.

X. SPECIAL CONDITIONS

1. Project Administrative Issues

- a. Complete Project. The successful Bidder shall be responsible for providing all materials, taxes, labor, equipment and services necessary to fulfill the requirements of this RFB. It is the intent of this RFB and related agreement to describe a functionally complete project.
- b. Quantities/Change Orders. The City reserves and shall have the right to make such changes to the work as may be necessary and desirable to complete the work originally intended in an acceptable manner. Unless otherwise specified herein, the Project Manager shall be and is hereby authorized to make such changes, in the work as may increase or decrease the originally awarded contract quantities and/or total contract cost. The Contract Price, or the amount due the Contractor will only be reduced/increased after the price change is reviewed and authorized by the City of Visalia Change Order Committee.

Should the Contractor disagree with any terms or conditions set forth in an approved contract change order not executed by the Contractor, the Contractor shall submit a written protest to the Project Manager within 15 days after the receipt of the approved contract change order and the procedures outlined in Section 4-1.03 of the Standard Specifications apply.

If a requested change order is sent back to the Contractor for revisions, the Contractor has 15 (fifteen) calendar days to resubmit.

Changes shall not invalidate the contract nor release the surety, and the Contractor agrees to accept payment for such changes as if the altered work had been a part of the original contract. These changes which are for work within the general scope of the contract shall be covered by Change Orders issued by the City. Change orders for altered work shall include extensions of contract time where, in the Project Manager's opinion, such extensions are commensurate with the amount and difficulty of added work.

Excessive altered work shall be covered by supplemental agreement that is subject to funding agency approval as applicable. If the City and the Contractor are unable to agree on a unit adjustment for any contract item that requires a supplemental agreement, the City reserves the right to terminate the contract with respect to the item and to make other arrangements for its completion.

- c. Omitted Items. Project Manager is authorized to omit minor contract items. Major items must be omitted by supplemental agreement.
- d. Extra Work. Contractor is prohibited from doing extra work, unless authorized in writing by Project Manager before the work is done. The Project Manager should obtain authorization from the Change Order Committee before agreeing to extra work requested by the Contractor. In the instances where it is necessary for the work to be done immediately, the Project Manager may authorize the work prior to taking the additions to the Change Order Committee. Payment for approved Extra Work shall be as agreed to in writing by the Project Manager prior to the Extra Work being completed or the Change Order Committee shall approve an increase in a Change Order issued after the Extra Work is completed. No additional payment is due for unauthorized Extra Work.

If the Project Manager authorizes Extra Work but the payment for the Extra Work has not been agreed to in writing prior to the work being completed, then Contractor shall submit to the Project Manager the documentation required for a Change Order within forty-five (45) days of completing the Extra Work. The Project Manager will submit a Change Order request for review and approval by the Change Order Committee. If the Contractor does not submit any documentation within that time period the Project Manager may move forward with issuing a Change Order to adjust the contract price.

- e. Removal of Obstructions. Contractor shall remove and dispose of all structures, debris or other obstructions of any character required for completion of the project. Any temporarily removed or relocated items shall be replaced.
- f. Clean Up. Prior to acceptance and final payment, Contractor shall clean up the site of work, and any areas occupied by Contractor in connection with the project.

2. City-Contractor Relations

- a. Project Manager's Responsibility and Authority. City will designate a Project Manager. All work shall be done under the general supervision of such Project Manager or his or her designee(s). The Project Manager shall decide issues of quality and acceptability of materials, work performance, rate of progress of work, interpretation of drawings and specifications, and all questions related to fulfillment of the contract for the project. Project Manager shall not have control over acts or omissions of the Contractor, Subcontractors, their agents or employees.
- b. Contractor/Contractor's Superintendent. Contractor shall bear all responsibility for, and have all control over, the construction means, methods, techniques, sequences, procedures and safety precautions or programs related to the project. Contractor may designate a superintendent.
- c. Project Site/Existing Utilities and Structures.

- (1) Contractor shall take care to avoid, but shall be responsible for, all damage to existing structures, including, but not limited to, sewers, water service, drains and culverts, underground utilities and the like.
 - (2) USA Notification. Contractor shall notify underground service alert ("USA) of times and locations of proposed excavations.
 - i. Contractor shall notify owners of and be responsible for damage to utilities and substructures.
 - ii. If damage occurs to an unknown utility, Contractor shall repair the utility.
 - iii. Contractor shall not make connection to or draw water from any hydrant or pipeline without first obtaining permission to do so.
 - d. Signs, Barricades, and Notice. Contractor must provide and maintain proper barricades, fences, signal lights, watchmen, and notice in general to the surrounding public, in accord with local, federal, and state requirements.
 - e. Labor
 - (1) Workmanship. Workmanship shall be equal to the best general practice of modern day fabrication shops and good construction practice.
 - (2) Qualification. Contractor shall ensure that each employee who works on this project is qualified to perform their assigned duty in a safe manner.
 - f. Control of Materials:
 - (1) Source of Supply and Quality of Materials Guarantee. All materials, parts and equipment supplied by the Contractor shall be new and of a quality equal to that specified. Materials which become unfit for use shall not be used for the project.
 - (2) Equivalent Materials. Trade names or manufacturer's catalog information, where used, are a means of indicating kind, type, design, style, finish, durability or quality desired and are not intended to exclude or omit the products of any responsible manufacturer, if such products are equal in every respect to those specified. The burden of proof of compliance with the specifications is the responsibility of Contractor. City shall be the sole judge as to the adequacy of any item for substitution.
 - (3) Manufacturer's Directions. Manufactured articles, materials and equipment shall be applied, installed, connected, erected, used, cleaned and conditioned as directed by the manufacturer.
 - g. Storage of Materials. Materials shall be stored to ensure the preservation of their quality and fitness for the project.
 - h. Materials and Shop Drawing Submittals. If applicable, Contractor shall submit to Project Manager for approval, two (2) copies of the materials list and detailed dimensional shop drawings covering all Contractor-furnished items of equipment. Prior approval by Project Manager is required. Such approval shall not relieve the Contractor from the responsibility of deviation from the Contract unless Contractor has, in writing, called to the attention of the Project Manager such deviations.
3. **Legal Responsibilities.**
- It is the responsibility of Contractor to comply with all local, state, and federal laws and regulations which apply to this project. This includes, but is not limited to, compliance with Uniform Building, Plumbing, Mechanical, Electric, and Fire Codes. Contractor shall provide a safe working environment in compliance with the Occupational Safety and Health Act, and California Health and Safety Codes.

Additionally, Contractor shall secure all necessary permits, licenses, and similar requirements to carry out the project. Contractor shall comply with all applicable labor laws, and ensure against discrimination.

XI. GENERAL CONDITIONS

1. It is the policy of the City to provide equal opportunity to all candidates when selecting Bidders to provide public services. Bidders are expected to be equal opportunity employers.

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, religion, color, national origin, ancestry, physical or mental disability, medical condition, genetic information, marital status, gender, gender identity or expression, sexual orientation, or military and veteran status in any consideration leading to the award of contract.

No qualified disabled person shall, on the basis of disability, be excluded from participating in, be denied the benefits of, or otherwise be subjected to discrimination under any program or activity that receives or benefits from Federal financial assistance.

Bidder shall provide to the City a list of all instances within the last ten (10) years where a complaint was filed or pending against Bidder in a legal or administrative proceeding alleging that Bidder discriminated against its employees, subcontractors, vendors or suppliers. A description of the status or resolution of that complaint, including any remedial action taken is required.

2. Post-Closing Date Corrections are prohibited.
3. Bids will not be accepted unless signed in ink (not typed) in the appropriate space(s) by an authorized officer or employee of the Bidder.
4. Bids must be submitted on or before the Closing Date. Any Bids received after the Closing Date shall be returned, unopened, to the Bidder, provided the request number, opening date, and Bidder's return address are on the envelope.
5. Bids may be withdrawn prior to the Bid Closing Date by writing to the Purchasing Division.
6. Telegraphic, telephonic, electronic and facsimile Bids and withdrawal requests will not be accepted.
7. Prices submitted are considered accurate for a period of ninety (90) days and cannot be withdrawn after the Closing Date.
8. All Bids are the property of the City after submission.
9. City is not responsible for Bid errors and omissions.
10. Bids should be prepared in a straightforward, concise manner. Information provided which was not specifically requested will be considered only in City's discretion.
11. A written amendment or addenda issued by City's Purchasing Division is the only method which should be relied on with respect to changes to the RFB. Respondent is

responsible to contact City's Purchasing Division prior to submitting a Bid to determine if any amendments were made to the RFB.

12. Any contract resulting from the RFB will be jointly administered by the City's Purchasing Division, and the Department requesting Bids.
13. Prior to conducting business in the City, a business tax certificate (license) must be obtained. Call 559-713-4326 for more information.
14. Bidder shall provide insurance as required by law and as indicated in the proposed contract.
15. Bidder shall maintain all personnel files and payroll records for employees used to implement the proposed contract.
16. Bidder shall withhold, pay and report all taxes and issue W-2 forms at the end of each calendar year for employees used to implement the proposed contract.
17. Pursuant to the City's Charter, all other things being equal, tie Bids shall be awarded to a local merchant to the extent quality and prices are equal. If neither is a local vendor, the Bid shall be awarded by the flip of a coin by the Purchasing Division in the presence of at least one witness.
18. The City may make such investigation of the Bidder and information in the Bid as it determines necessary. This may include the collection of criminal history information, contractual and business associations and practices, employment histories and reputation.
19. All California agencies may purchase off the Proposal submitted at the same prices, terms, conditions and specifications. The City of Visalia shall incur no responsibility in connection with another agency's purchase.
20. Each Bidder, will be required to submit Certifications, Affidavits, Bid Guarantees, Assurances, Statements and Questionnaires which are attached in Exhibit "B".
21. The quantities given on the Bid Proposal form and any related contract documents are approximate only. They are given as a basis for comparison of Bids. The City of Visalia does not, expressly or impliedly agree that the actual amount of work will correspond therewith, but reserves the right to increase or decrease the amount of any class or portion of work, or to omit portion of the work, as the City deems necessary or advisable, at the prices Bid.
22. Bidders shall satisfy themselves by personal examination of the work site, specifications, plans, and other contract documents, and by any other means as they believe necessary, as to the actual physical conditions, requirements, and difficulties under which the project must be performed. The submission of a Bid shall be conclusive evidence that the Bidder has investigated, and is satisfied as to the conditions encountered, as to the character, quality, and quantities of work to be performed, and the materials to be furnished, and as to the requirements of the RFB and the City. No allowance shall subsequently be made because of lack of such examination or knowledge.
23. All Bidders are required to make a Bid on the complete Bid Form (Exhibit "A"). Contractor may be required to submit Proposals on alternate items. The City reserves the right to award the contract based on the lowest combination or combinations of Proposal items and alternate proposed items.
24. Bid Form may specify a line item for sales tax. When the Bid Form does not contain a line item for sales tax, no mention shall be made in the Proposal of sales tax, use tax or

any other tax, as all amounts Bid will be deemed and held to include any such taxes, which may be applicable.

25. Only one Bid may be submitted as a “Prime Contractor” for the same work by any firm, individual, partnership, corporation or combination thereof. A Contractor submitting a Bid as a Prime Contractor may not also submit sub-Bids to other competing Prime Contractors. Reasonable grounds for believing that any individual, firm, partnership, corporation or combination thereof is interested in more than one Proposal for the work contemplated will cause the rejection of all Proposals in which such individual, firm, partnership, corporation or combination thereof is interested. A Contractor who is not submitting a Bid as a Prime Contractor may submit any number of sub-Bids to competing Prime Contractors.
26. The City of Visalia is not liable for any costs incurred by Bidder in responding to this Request for Bid.
27. 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.

XII. POST AWARD RESPONSIBILITIES

1. Written Contract with City. A written agreement in a form similar to that attached to this Request for Bid as Exhibit “C” with Attachments 1-2 must be entered into between the City and the Contractor to whom the project is awarded. The Agreement forms the basis for the contractual obligation between the parties regarding the project. A contract will be provided with the Notice of Award and must be executed and returned to City within ten (10) working days of the date of award notification unless otherwise agreed.
2. Post Award Meeting. Subsequent to the award of contract, the Contractor shall meet with the Project Manager prior to the start of work to discuss any problems or questions that may arise. Contractor shall contact the Project Manager within ten (10) days of the date of the Notice to Proceed to arrange this meeting.

City Project Manager: Rehana Lustyan
Department: Public Works – Water Reclamation Facility

3. Post-Award Responsibilities. Upon execution of the Agreement between the City and the Contractor, the Contractor shall immediately report all changes in its Articles of Incorporation, By-Laws, or Tax-Exempt status to the City.
4. Insurance. Contractor shall obtain and maintain the minimum insurance coverage outlined Exhibit “C”, Attachment 2. Contractor shall provide evidence of such insurance to City’s Purchasing Division prior to commencement of work on the project.
5. Required Bonds: The Bidder(s) awarded contract(s) pursuant to this RFB will be required to provide to the City of Visalia: 1) a “Performance Bond” and 2) a “Payment Bond”, each in the amount of 100% of the contract amount within ten (10) working days of the date of the “Notice of Award”. According to City standard the surety company must be a California Admitted Surety to its specified dollar limitation AND a current A.M. Best

A: VIII rated surety. The Performance bond shall remain in force for one year after the date of completion.

Contractor shall provide a One year "Maintenance Bond" in the amount of 10% of the contract amount. Maintenance Bond shall be submitted to the Project Manager prior to final payment request. Maintenance period shall begin at project completion date and remain in effect for one year

Upon determination by the City that a contract has been entered and Contractor has provided all of the information that it is required to provide pursuant to this RFB, City will issue, in writing, a notice to proceed on the project to Contractor.

EXHIBIT "A"

BID FORM RFB NO. 25-26-16

**Project: BIOFILTER MEDIA REPLACEMENT & ASSOCIATED EQUIPMENT INSPECTION AT
VISALIA WATER RECLAMATION FACILITY**

TO: THE CITY OF VISALIA PURCHASING DIVISION:

In compliance with the City's Notice Inviting Sealed Bids No. 25-26-16 dated: _____, the undersigned BIDDER hereby proposes to furnish all materials, taxes, equipment, tools, labor appurtenances and incidentals required for the above stated project as set forth in the RFB, including all Exhibits and related contract documents therefore, and to perform all work in the manner and time prescribed therein.

BIDDER declares that this proposal is based upon careful examination of the work site, Instructions to BIDDERS, and the contract requirements. If this proposal is accepted for award, BIDDER agrees to enter into a contract with CITY at the unit and/or lump sum prices set forth in the following Bid Schedule. BIDDER understands that failure to enter into a contract in the time and manner prescribed will result in forfeiture to the City of the Bid Guarantee accompanying this proposal.

BIDDER understands that a bid is required for the entire work and that final compensation under the contract will be based upon the actual quantities of work satisfactorily completed. It is agreed that the unit and/or lump sum prices bid include all appurtenant expenses, taxes, royalties and fees. In the case of discrepancies in amounts bid, unit prices shall govern over extended amounts.

BIDDER hereby agrees to execute a contract and provide bonds within ten (10) working days, or such further time as may be allowed in writing by the Purchasing Division, after receiving notification of the acceptance of this Bid, and it is hereby mutually understood and agreed that in case the BIDDER does not, the accompanying Bid Guarantee shall be forfeited to the City of Visalia as liquidated damages, and said Purchasing Division may proceed to award the contract to others.

BIDDER agrees to commence the work within ten (10) calendar days after the effective date of the Notice to Proceed and to complete the work within one hundred twenty (120) calendar days, unless extended in writing by the Purchasing Division.

BIDDER shall pay the City LIQUIDATED DAMAGES in the amount of seven hundred fifty dollars (\$750) a day for each calendar day the project is delayed beyond the "TIME OF COMPLETION DATE".

BIDDER proposes to furnish a Payment Bond in the amount of one hundred percent (100%) and a Performance Bond in the amount of one hundred percent (100%) of the agreement, as surety condition for the full, complete and faithful performance of the agreement. In addition, Contractor shall furnish a Maintenance Bond in the amount of 10% of the agreement, prior to final payment request. Maintenance period shall begin at project completion date and remain in effect for one year. According to City standards the surety company must be a California Admitted Surety to its specified dollar limitation AND a current A.M. Best A: VIII rated surety.

BIDDER agrees to abide by all requirements of the Department of Industrial Relations (DIR) applicable to this public works contract and specified in the City of Visalia Labor Compliance Manual, including but not limited to assuring valid DIR registration numbers for all Contractors and Subcontractors performing work under this contract, payment of state prevailing wages, and uploading certified payrolls to the Labor Commissioner.

BIDDING AGENCY: _____

BIDDER further declares that he/she has not either directly or indirectly entered into any agreement, participated in any collusion, or otherwise taken any action in restraint of free competitive bidding in connection with said bid.

LOWEST BID WILL BE BASED ON THE LOWEST TOTAL BID AMOUNT. Bid will be awarded to the lowest bidder whose bid is deemed both responsive and responsible and meets all specifications of RFB 25-26-16.

BIDDER has read and hereby agrees to the conditions stated in this proposal by affixing his/her signature on bid form.

Instructions: Bidder shall enter **Unit Price** and **Extended Amount** for each item. If a discrepancy exists between unit price and extended amount, the **unit price controls**. Totals include all labor, materials, taxes, equipment, incidentals, overhead, and profit.

No.	Item Description (Per specifications of RFB 25-26-16)	Unit	Estimated Quantity (A)	x	Unit Price (B)	=	Extended Amount (C)
1	Mobilization / Demobilization / Site Protection	LS	1	x	\$ _____	=	\$ _____
2	Remove & Dispose Existing Biofilter Media (all beds)	LS	1	x	\$ _____	=	\$ _____
3	Surface Cleaning (biofilter walls/floors, trench & underdrains; pressure cleaning to restore surfaces)	LS	1	x	\$ _____	=	\$ _____
4	Biofilter Media – Furnish, Deliver, Place (100% screened yard-waste compost overs; see spec)	CY	920	x	\$ _____	=	\$ _____
5	Associated Equipment Inspection and Assessment Only (no routine maintenance)	LS	1	x	\$ _____	=	\$ _____
6	Testing & Commissioning (smoke test, irrigation coverage, air balancing report)	LS	1	x	\$ _____	=	\$ _____
TOTAL BID AMOUNT (Items 1-6)							\$ _____

Notes:

- Required submittals include media gradation reports, cubic foot sample of proposed biofilter media, final air balance report, and commissioning documentation (including test data, photos, and system settings). Media submittals (gradation & sample) shall be approved prior to mobilization.
- Conditional submittals (only if repair or replacement work is authorized by the City) include shop drawings and irrigation layout/schematics; product data and samples for liner and

geonet materials; trench coating data; and any additional submittals associated with the approved work.

- Air balance report and full commissioning package are required at closeout.
- All work shall maintain odor control service via staged construction and coordination with Operations (see O&M Ch. 15).
- This contract is limited to one-time media replacement and inspection; no ongoing or annual maintenance is included.

(1) _____
Bidding Agency

(2) _____
Corporation, Partner, Joint Venture

(3) _____
Business Address City State Zip Code

Telephone Number

Email Address

(4) _____
Signature of Authorized Person (Date)

Type or Print Authorized Person's Name

PLEASE SEE THE FOLLOWING INSTRUCTIONS REGARDING SIGNATURE

(1) If the BIDDER is an individual, enter name here in style used in business; if a joint venture, exact name of entities joining in the venture; if a partnership, the correct trade style of the partnership; if a corporation, the exact name of the corporation.

(2) If BIDDER is other than an individual, identify here its character, i.e., joint venture, partnership, corporation, including the state of incorporation. If BIDDER is an individual operating under a trade name, state "an individual dba (trade name in full)".

(3) State on this line, the address to which all communications and notices regarding the Bid Proposal, and any contract awarded thereunder, are to be addressed.

(4) If BIDDER is a joint venture, signature must be by one of the joint venturers, and if one or both of the joint venturers is a partnership or a corporation, each participating partnership must sign by a general partner, and each corporation by an authorized officer or employee; if a partnership, by a general partner; if a corporation, by an authorized officer or employee. The title of the person signing must appear after his/her signature. Where BIDDER is a partnership or corporation, the names of all other general partners, or the president or secretary of the corporation and their business addresses must be shown below.

Note: All names must be typewritten under written signature. All Addresses must be complete with street number, city, state and zip code.

BIDDING AGENCY:_____

BIDDING CONTRACTOR'S LICENSE INFORMATION:

STATE CONTRACTOR'S LIC. CLASS:_____ **#** _____ **EXP. DATE:**_____

STATE D.I.R. REGISTRATION # _____

FEDERAL TAX I.D. # _____

CITY OF VISALIA BUSINESS TAX CERTIFICATE # _____ (A City Business Tax Certificate (license) is not required to submit a bid; however, vendor is required to obtain a City License prior to commencement of work or if vendor is presently transacting business within the City of Visalia, regardless of whether the business address is actually located within the City. Contact the business License Division for clarification of questions at 559-713-4326.

CONTRACTOR'S REFERENCES: The following are the names, addresses, and telephone numbers for at least three (3) agencies for which BIDDER has performed work similar in size and scope within the past two (2) years.

REFERENCE 1

NAME OF AGENCY:_____ **CONTACT PERSON:**_____

AGENCY ADDRESS:_____ **PHONE #:**_____

REFERENCE 2

NAME OF AGENCY:_____ **CONTACT PERSON:**_____

AGENCY ADDRESS:_____ **PHONE #:**_____

REFERENCE 3

NAME OF AGENCY:_____ **CONTACT PERSON:**_____

AGENCY ADDRESS:_____ **PHONE #:**_____

DESIGNATION OF SURETIES

The following are the names, addresses, and telephone numbers for all brokers and sureties from whom BIDDER intends to procure insurance.

COMPANY NAME:_____ **TYPE OF INSURANCE:**_____

ADDRESS:_____ **TELEPHONE#** _____

COMPANY NAME:_____ **TYPE OF INSURANCE:**_____

ADDRESS:_____ **TELEPHONE#** _____

COMPANY NAME:_____ **TYPE OF INSURANCE:**_____

ADDRESS:_____ **TELEPHONE#** _____

SUBCONTRACTOR LISTING**BIDDING AGENCY:**

The undersigned hereby designates below for the project, opposite various portions of the work, the names and locations of the places of business of each subcontractor who will perform work or labor in an amount in excess of one-half of one percent (1/2 of 1%) of the of the total bid. All work not listed below shall be performed by the undersigned BIDDER. It is understood that the BIDDER, if awarded the contract, shall not substitute any subcontractor in place of the subcontractors herein designated without the approval of the Project Manager.

SUBCONTRACTOR INFORMATION & TRADE CLASSIFICATION (CIRCLE ALL THAT APPLY)

1.	Subcontractor Name:	Performing ____ % of project work	Asbestos	Drywall/Lathers	Operating Engineers	Sheet Metal
	Business Address:		Boilermaker	Electricians	Painters	Sound/Comm
	Email Address:		Bricklayers	Elevator Mechanic	Pile Drivers	Surveyors
	CSLB #	Expires:	Carpenters	Glaziers	Pipe Trades	Teamster
	DIR Registration #		Carpet/Linoleum	Iron Worker	Plasterers	Tile Worker
			Cement Mason	Laborers	Roofers	Other: _____
			Drywall Finisher	Millwrights		
2.	Subcontractor Name:	Performing ____ % of project work	Asbestos	Drywall/Lathers	Operating Engineers	Sheet Metal
	Business Address:		Boilermaker	Electricians	Painters	Sound/Comm
	Email Address:		Bricklayers	Elevator Mechanic	Pile Drivers	Surveyors
	CSLB #	Expires:	Carpenters	Glaziers	Pipe Trades	Teamster
	DIR Registration #		Carpet/Linoleum	Iron Worker	Plasterers	Tile Worker
			Cement Mason	Laborers	Roofers	Other: _____
			Drywall Finisher	Millwrights		
3.	Subcontractor Name:	Performing ____ % of project work	Asbestos	Drywall/Lathers	Operating Engineers	Sheet Metal
	Business Address:		Boilermaker	Electricians	Painters	Sound/Comm
	Email Address:		Bricklayers	Elevator Mechanic	Pile Drivers	Surveyors
	CSLB #	Expires:	Carpenters	Glaziers	Pipe Trades	Teamster
	DIR Registration #		Carpet/Linoleum	Iron Worker	Plasterers	Tile Worker
			Cement Mason	Laborers	Roofers	Other: _____
			Drywall Finisher	Millwrights		

* Note: If more space is needed to list additional subcontractor and trade classifications, please list remaining subcontractors on a separate sheet of paper and submit with Bid.

BID GUARANTEE

Known all men by these presents:

That we, _____ as principal and _____ as surety, are held and firmly bound unto the City of Visalia (obligee) 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

Invitation to Bid No. 25-26-16

**Project: Biofilter Media Replacement & Associated Equipment Inspection at
Visalia Water Reclamation Facility**

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 effect.

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 _____, 2026

Company (Principal): _____

Business Address: _____

Signature: _____ Date: _____

Name of Signing Official: _____ Title: _____

Company Seal (if any):

Company (Surety): _____

Business Address: _____

Signature: _____ Date: _____

Name of Signing Official: _____ Title: _____

Company Seal (if any):

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

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 Bid/Proposal.

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

WORKERS' COMPENSATION INSURANCE CERTIFICATE
(CALIF. LABOR CODE § 3700)

STATE OF CALIFORNIA)
) ss
CITY OF VISALIA)

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

Company: _____

Business Address: _____

Signature: _____

Name of Signing Official: _____

Title of Signing Official: _____

Date: _____

Company Seal (if any):

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: _____ Date: _____

Name & Title of Signing Official: _____

Company Seal (if any)

Note: Executive Order 11246 has been rescinded effective January 2025.

OWNERSHIP DISCLOSURE AND CALIFORNIA LEVINE ACT STATEMENT

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 \$500 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 \$500 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

Date

STATE OF CALIFORNIA

DRUG-FREE WORKPLACE CERTIFICATION

STD.21 (REV.12-93)

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 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.

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 (if any):

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:

- ☐ 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.

**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 of Signing Official: _____ Date: _____

Title of Signing Official: _____

Company Seal (if any):

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 (if any):

CLEAN AIR ACT AND WATER POLLUTION CONTROL CERTIFICATION**CLEAN AIR ACT 42 U.S.C. § 7401-7671q.) and the FEDERAL WATER POLLUTION CONTROL ACT
as amended
(33 U.S.C. § 1251-1387). 49 CFR, Part 18, Section 18.36)**

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 of Signing Official: _____

Title of Signing Official: _____

Date: _____

Company Seal (if any): _____

EXHIBIT "C"
SAMPLE PROJECT AGREEMENT
BIOFILTER MEDIA REPLACEMENT & ASSOCIATED EQUIPMENT INSPECTION AT THE
WATER RECLAMATION FACILITY
(City of Visalia Bid No. 25-26-16)

This Agreement, entered into and effective this _____ day of _____, 2026 ["Effective Date"], by and between the City of Visalia, hereinafter referred to as the "CITY", and _____ hereinafter referred to as the "CONTRACTOR", "BIDDER", or "SUBRECIPIENT".

R E C I T A L S

WHEREAS, CONTRACTOR is an _____ (insert individual or entity type) with a primary business address of _____ and SSN or EIN: _____; and

WHEREAS, CITY is a municipal corporation and Charter Law City; and

WHEREAS, CITY desires completion of the Biofilter Media Replacement & Associated Equipment Inspection Project, which was let to bid on _____ as evidenced by Bid No. 25-26-16 (the "Project"); and

WHEREAS, City of Visalia reviewed and evaluated responses to the Bid and determined to award a contract to CONTRACTOR for the Project; and

WHEREAS, CONTRACTOR represents it is licensed, qualified and willing to complete the Project pursuant to terms and conditions of this Agreement.

NOW, THEREFORE, CITY and CONTRACTOR agree as follows:

1. TERM:

The term of this Agreement shall commence on the Effective Date and expire upon completion of all obligations of the parties, unless earlier terminated by the parties. The indemnification and defense provisions shall survive expiration and termination. Suspension or termination of this Agreement may occur if CONTRACTOR materially fails to comply with any term of the award. Additionally, this Agreement may be terminated for convenience. In the event of termination or expiration of this Agreement, CONTRACTOR shall transfer to CITY any funds and/or accounts receivable on hand attributable to the use of CITY funds.

2. ATTACHMENTS INCORPORATED:

The following are attachments for this Agreement. Said attachments are incorporated into this Agreement as if included in full in the body:

ATTACHMENT NO.	DESCRIPTION OF ATTACHMENT
Attachment 1	General Contract Provisions
Attachment 2	Insurance Requirements
Attachment 3	City of Visalia Bid 25-26-16 Biofilter Media Replacement & Associated Equipment Inspection
Attachment 4	CONTRACTOR's bid in response to Bid No. 25-26-16

3. CONTRACTOR SCOPE OF SERVICES and COMMITMENTS*:

CONTRACTOR shall provide the following services for the stated compensation on or before the stated completion dates ("Scope of Services"):

All work described in Scope of Services in Bid No. 25-26-16

4. CITY COMMITMENTS:

CITY shall perform the following tasks on or before the stated completion dates:

TASK	COMPLETION DATE
Pay Contractor as work is completed and invoiced	As requested by Contractor

5. COMPENSATION:

CITY shall pay CONTRACTOR compensation for services as indicated in Paragraph 4 above; however, CITY shall pay not more than the following amount as total compensation under this Agreement, unless otherwise agreed in writing. Such sum shall be expended and paid by CITY on a reimbursement basis for services actually performed based on invoices, receipts, time sheets and similar documents presented by CONTRACTOR to CITY.

Total Compensation:	\$
Source of Funds:	Local Revenues
Payment Schedule:	Within 30 days from receipt of approved invoice for completed work, less 5% retention until 35 days after work is completed and accepted by CITY as evidenced by the recordation of a Notice of Completion*

*CONTRACTOR may elect to avoid the 5% retention by depositing securities of equivalent value pursuant to California Public Contract Code Section 22300.

IN WITNESS WHEREOF, this Agreement is executed on the day and year first above written.

CONTRACTOR

Dated: _____

By: _____

Authorized Officer: I certify under penalty of perjury under the laws of the State of California that I am fully authorized to execute this Agreement for CONTRACTOR in the capacity I have stated, and that such execution is sufficient to bind the CONTRACTOR.

CITY OF VISALIA

Dated: _____

By: _____

City Manager

Dated: _____

By: _____

City Attorney

Dated: _____

By: _____

City of Visalia Risk Manager

Dated: _____

By: _____

City of Visalia Project Manager

Exhibit "C"
Attachment 1
GENERAL CONTRACT PROVISIONS

- A. **Successors and Assigns:** This Agreement shall be binding upon and shall inure to the benefit of any successors to or assigns of the parties.
- B. **Prohibition of Assignment:** Neither party shall assign, delegate or transfer their rights and duties in this Agreement without the written consent of the other party.
- C. **Notices:** Notice shall be sufficient hereunder if personally served upon the City Clerk of the CITY or an officer or principal of the CONTRACTOR, or if sent via the United States Postal Service, postage prepaid, addressed as follows:

CITY OF VISALIA
707 W. Acequia Ave.
Visalia, CA 93291
Attention: City Clerk

CONTRACTOR

Attention: _____

- D. **Independent Contractor:** It is understood and agreed by the parties herein that CONTRACTOR, in the performance of this Agreement, shall act as an independent contractor, and therefore shall obtain no rights to any fringe benefits that accrue to regular full-time CITY employees.
- E. **Jurisdiction/Venue/Waiver Of Removal:** This Agreement shall be administered and interpreted under the laws of the State of California. Jurisdiction of litigation arising from this Agreement shall be in California. Any action brought to interpret or enforce this Agreement, or any of the terms or conditions hereof, shall be brought in Tulare County, California. The CONTRACTOR hereby expressly waives any right to remove any action to a county other than Tulare County as permitted pursuant to Section 394 of the California Code of Civil Procedure.
- F. **Integration/Modification:** This Agreement and each of the documents and exhibits or attachments referenced herein, which are incorporated by reference, represents the entire understanding of the parties as to those matters contained herein. No prior oral or written understanding shall be of any force or effect with respect to those matters covered hereunder. This Agreement may not be modified or altered except in writing signed by the parties, unless otherwise explicitly authorized.
- G. **Conflict With Law:** If any part of this Agreement is found to be in conflict with applicable laws, such part shall be inoperative, null and void insofar as it is in conflict with said law, but the remainder of the Agreement shall be in full force and effect.
- H. **Indemnification:** The CONTRACTOR waives any and all claims and recourse against the CITY, including the right of contribution of loss or damage to person or property arising from, growing out of, or in any way connected with or incidental to the CONTRACTOR's performance of this Agreement, except claims arising from the concurrent or sole negligence of the CITY or its officers, agents or employees. The CONTRACTOR will indemnify, hold harmless, and defend (at CITY's option) the CITY against any and all claims, demands, damages, costs, expenses, or liability arising out of the CONTRACTOR's performance of this Agreement except for liability arising out of the concurrent or sole negligence of the CITY or its officers, agents, or employees.
- I. **Guarantees and Warranties:**
1. **IN GENERAL:** All guarantees and warranties specifically called for by the specifications and/or this Agreement shall expressly run to the benefit of the CITY.

2. **ONE YEAR GUARANTEE:** Besides guarantees required elsewhere, CONTRACTOR shall and hereby does guarantee the project work for a period of one year after the date of acceptance by CITY.
3. **WARRANTIES:** Warranties required by the Invitation to Bid or this Agreement shall commence on the date of acceptance of the work by CITY, unless otherwise provided in a Certificate of Substantial Completion.

CONTRACTOR warrants that the materials and equipment furnished under the Agreement will be new and of recent manufacturer unless otherwise specified, and that all work will be of good quality, free from faults and defects, and in conformance with the Agreement. Work that does not conform may be considered defective. This warranty excludes remedy for damage or defect caused by abuse, modifications not executed by the CONTRACTOR, improper or insufficient maintenance, improper operation, or normal wear and tear under normal usage.

CONTRACTOR warrants that title to all work covered by an application for payment will pass to the CITY either by incorporation in the construction or upon the receipt of payment by the CONTRACTOR, whichever occurs first, free and clear of all liens.

CONTRACTOR warrants and guarantees that title to all work, materials, and equipment covered by any application for payment, whether incorporated in the project or not, will pass to CITY no later than the time of payment free and clear of all liens.

No materials or supplies for the project shall be purchased by the CONTRACTOR or SUBCONTRACTOR subject to any mortgage or under a condition of sale contract or other agreement by which an interest is retained by the seller. CONTRACTOR warrants that it has good title to all materials and supplies used by it in the project, free from all liens.

CONTRACTOR shall indemnify and hold CITY harmless from all claims growing out of the lawful demands of SUBCONTRACTORS, laborers, workers, mechanics, material persons, and furnishers of machinery and parts thereof, equipment, power tools, and all supplies, incurred in furtherance of the performance of this Agreement. CONTRACTOR shall, at CITY's request, furnish satisfactory evidence that all obligations of the nature here and above designated have been paid, discharged, or waived. If CONTRACTOR fails to do so, then CITY may, after having served written notice on the CONTRACTOR, either pay directly unpaid bills, of which the CITY has written notice, or withhold from the CONTRACTOR's unpaid compensation a sum of money deemed reasonably sufficient to pay any and all such lawful claims until satisfactory evidence is furnished that all liabilities have been fully discharged where upon payment to the CONTRACTOR shall be resumed, in accordance of the terms of this Agreement, but in no event shall the provisions of this sentence be construed to impose any obligations on the CITY to either the CONTRACTOR or its surety. In paying any unpaid bills of the CONTRACTOR, the CITY shall be deemed the agent of the CONTRACTOR and any payment so made by the CITY shall be considered as payment made under the contract by the CITY to the CONTRACTOR and the CITY shall not be liable to the CONTRACTOR for any such payments made in good faith.

Any defective work that is either corrected or replaced shall be warrantied and guaranteed for a period of one year from the date of such correction or replacement.

- J. **Attorney's Fees:** In the event either party commences any action, arbitration or legal proceedings for the enforcement of this Agreement, the prevailing party, as determined by the court or arbitrator, shall be entitled to recovery of its attorney's fees and court costs incurred in the action brought thereon.
- K. **Headings:** Section headings are provided for organizational purposes only and do not in any manner affect the scope or intent of the provisions thereunder.

- L. Firearms Prohibited:** Guns may not be carried by contractors /vendors/consultants while working on City of Visalia premises without the expressed written approval of a City of Visalia Department Head, or an exemption in the contract. If a contractor/vendor/ consultant is caught carrying a gun, without City permission, their contract will be terminated.
- M. 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.
- N. Time is of the Essence:** Time is of the essence in the performance of the construction anticipated by this Contract.
- O. Liquidated Damages:** CITY AND CONTRACTOR ACKNOWLEDGE AND AGREE THAT TIME IS OF THE ESSENCE FOR THIS PROJECT. THEREFORE, FOR EACH DAY THE PROJECT IS DELAYED BEYOND THE AGREED COMPLETION DATE OF ONE HUNDRED TWENTY (120) CALENDAR DAYS, IT WOULD BE EXTREMELY DIFFICULT AND IMPRACTICAL TO ASCERTAIN THE EXTENT OF THE DETRIMENT TO CITY. THE PARTIES HAVE DETERMINED AND AGREED THAT THE ACTUAL AMOUNT OF DAMAGES THAT WOULD BE SUFFERED BY CITY AS A RESULT OF ANY SUCH DELAY IS THE SUM OF SEVEN HUNDRED FIFTY DOLLARS (\$750.00) PER DAY, WHICH IS A REASONABLE ESTIMATE OF THE AMOUNT OF SUCH DAMAGES. THE PAYMENT OF SUCH AMOUNT AS LIQUIDATED DAMAGES IS NOT INTENDED AS A FORFEITURE OR PENALTY WITHIN THE MEANING OF CALIFORNIA CIVIL CODE SECTIONS 3275 OR 3369, BUT IS INTENDED TO CONSTITUTE LIQUIDATED DAMAGES TO CITY PURSUANT TO CALIFORNIA CIVIL CODE SECTIONS 1671, 1676 AND 1677. CITY HEREBY WAIVES THE PROVISIONS OF CALIFORNIA CIVIL CODE SECTION 3389. CITY AGREES THAT THESE LIQUIDATED DAMAGES SHALL BE IN LIEU OF ANY OTHER MONETARY RELIEF OR OTHER REMEDY FOR DELAY, INCLUDING, WITHOUT LIMITATION, SPECIFIC PERFORMANCE, TO WHICH CITY MIGHT OTHERWISE BE ENTITLED UNDER THIS AGREEMENT, AT LAW OR IN EQUITY, AND SHALL BE CITY’S SOLE AND EXCLUSIVE RIGHT AND REMEDY, EXCEPT THAT CITY MAY TERMINATE THE AGREEMENT.

CITY _____

CONTRACTOR _____

Exhibit "C"
Attachment 2
INSURANCE REQUIREMENTS

1. CONTRACTOR Insurance. CONTRACTOR, at its sole cost and expense, for the full term of this Agreement (and any extensions thereof), shall obtain and maintain at a minimum compliance with all of the following insurance coverage(s) and requirements. Such insurance coverage shall be primary coverage as respects CITY and any insurance or self-insurance maintained by CITY shall be in excess of CONTRACTOR's insurance coverage and shall not contribute to it.
2. Subcontractor(s) Insurance. If CONTRACTOR utilizes one or more subcontractors in the performance of this Agreement, CONTRACTOR shall obtain and maintain independent insurance as to each subcontractor or otherwise provide evidence of insurance coverage for each subcontractor equivalent to that required of CONTRACTOR in this Agreement.
3. Types of Insurance and Minimum Limits. The following types of insurance and minimum limits are required providing at least the following minimum coverage and limits of liability:
 - a. Worker's Compensation written in accordance with the laws of the State of California providing coverage for any and all employees of CONTRACTOR in the minimum statutorily required coverage amounts;
 - b. Automobile Liability Insurance for each of CONTRACTOR's vehicles used in the performance of this Agreement, including owned, non-owned (e.g. owned by CONTRACTOR's employees or contractors), leased or hired vehicles, in the minimum amount of \$1,000,000 combined single limit per occurrence for bodily injury and property damage.
 - c. Professional Liability insurance coverage, in an amount not less than One Million Dollars (\$1,000,000).
 - d. Comprehensive or Commercial General Liability Insurance coverage in the minimum amount of \$1,000,000 combined single limit, including coverage for:
 - (1) bodily injury;
 - (2) personal injury;
 - (3) broad form property damage;
 - (4) contractual liability;
 - (5) cross-liability;
 - (6) products and completed operations liability
4. Other Insurance Provisions.

If any insurance coverage required in this Agreement is provided on a "Claims Made" rather than "Occurrence" form, CONTRACTOR agrees to maintain the required coverage for a period of three (3) years after the expiration of this Agreement (hereinafter "post agreement coverage") and any extensions thereof. CONTRACTOR may maintain the required post agreement coverage by renewal or purchase of prior acts or tail coverage. This provision is contingent upon post agreement coverage being both available and reasonably affordable in relation to the coverage provided during the term of this Agreement. For purposes of interpreting this requirement, a cost not exceeding 100% of the last annual policy premium during the term of this Agreement in order to purchase prior acts or tail coverage for post agreement coverage shall be deemed to be reasonable.
5. Endorsements.

All required Automobile and Comprehensive or Commercial General Liability Insurance shall be endorsed to contain the following clauses:

- a. The City of Visalia, its officers, agents, employees, representatives, and volunteers are added as additional insureds as respects operations and activities of, or on behalf of the named insured, performed under contract with the City of Visalia.
 - b. It is agreed that any insurance maintained by the City of Visalia shall apply in excess of and not contribute with insurance provided by this policy.
 - c. This insurance shall not be canceled, limited in scope or coverage, or non-renewed until after thirty (30) days prior written notice has been given to the City Clerk, City of Visalia, 707 W. Acequia, Visalia, CA, 93291
6. Proof of Coverage.

CONTRACTOR agrees to provide its insurance broker(s) with a full copy of these insurance provisions and provide CITY on or before the effective date of this Agreement with Certificate(s) of Insurance for all required coverages. Copies of all the required Endorsements shall be attached to the Certificate(s) of Insurance or other evidence of insurance acceptable to the City of Visalia, which shall be provided by CONTRACTOR's insurance company as evidence of the stipulated coverages. This Proof of Coverage shall then be mailed to the City of Visalia at the following address:

City of Visalia
707 W. Acequia
Visalia, CA 93291
Attn: Purchasing Division

Exhibit "D"

SAMPLE CONTRACTOR AFFIDAVIT

I, _____ declare under penalty of perjury
(Affidavit's Name)

under the laws of the State of California and the provisions of the California Labor Code §1771, §1773.1, §1775, §1776, §1777.5, §1813 and §1815 that:

1. I am the _____ of _____ and I
(Officer, Owner, Partner) (Company)

am responsible for the payment of persons employed by _____
(Company)

who performed work on the City of Visalia Project entitled: _____

2. During all payroll periods from _____ through _____,
(first work date) (last work date)

All persons employed by _____ on this project
(Company)

have at all times been paid, at a minimum, the specified general prevailing rate of
per diem wages and any amounts due.

3. During all payroll periods on this project, all apprenticeship requirements have been
complied with.

Executed and sworn to this _____ day of _____, _____
(Day) (Month) (Year)

(Signature)

(Date)

CHAPTER 15: ODOR CONTROL SYSTEM

15.1 INTRODUCTION

The odor control system is designed to contain and treat foul air withdrawn from the Headworks structure. This process provides a safe working environment for the plant staff that is periodically required to work in the Headworks structure and removes odor prior to release to the atmosphere.

15.2 PROCESS COMPONENTS AND THEORY

15.2.1 Process Components

The odor control system consists of direct fired make up air unit, foul air supply fans, and biological filter (biofilter). **Figure 15.1** provides a detailed process flow diagram including fans and biofilter.

The odor control system is provided with two biofilter fans (1 duty, 1 standby) located next to the biofilter for exhausting foul air from the Headworks and delivering it to the biofilter (**Figures 15.2** and **15.3**). In addition, the direct fired make up air unit supplies air to the Headworks building. The unit is installed outdoor on the roof.

The biofilter is comprised of two cells (Cell A and Cell B) and consists of a composted organic material layered on perforated plastic flooring which is turn installed over a reinforced concrete slab. The perforated floor system is installed to form a series of air plenums designed to evenly distribute the foul air flow through the media. A geonet layer is installed as a barrier between the biofilter media and the plastic flooring to prevent migration of biological particles and clogging of the perforations. A PVC liner is installed to provide an impervious barrier over the concrete structure in contact with the foul air being treated in the biofilter. The biofilter floor is sloped to form a leachate underdrain system to convey water to a sump.

Biofilter is equipped with an irrigation system. Main service pipe supplies recycled water to the irrigation cabinet located adjacent to the biofilter. Sprinkler heads are provided for each biofilter cell for on-bed irrigation. In addition, in-bed drip irrigation grid within the biofilter media is provided.

The flow of irrigation water delivered to the biofilter is controlled by the programmable irrigation system. Irrigation water that has percolated through the media is collected in drainage trenches and piping conveys it to a 4" drain for disposal to the plant drainage system. Drainage piping for the foul air collection ducting and the biofilter are provided with "P" traps designed to hold water seals to prevent the untreated foul air from escaping to the atmosphere.

Design specifications for components of the odor control systems are summarized in **Table 15.1**.

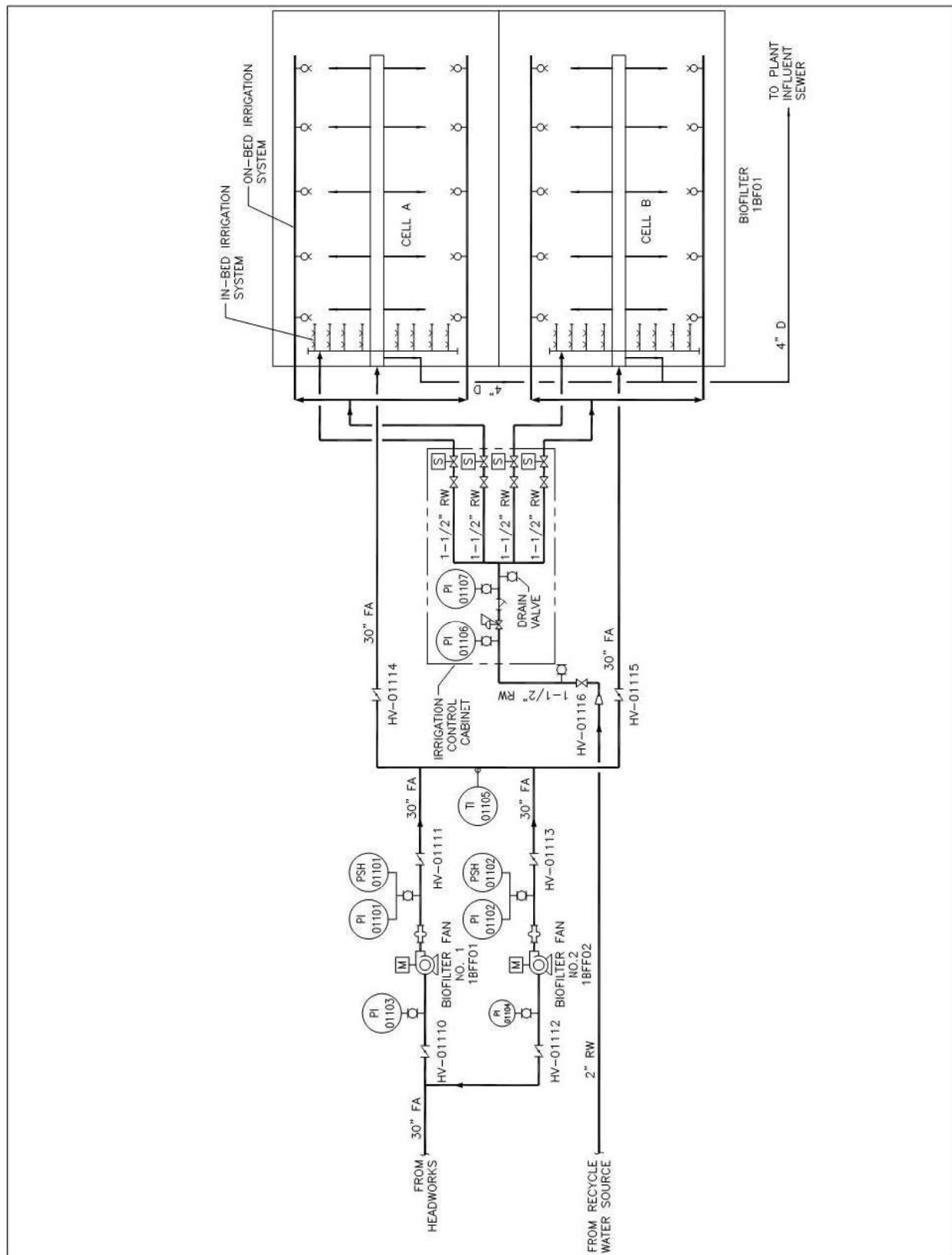


Figure 15.1: Detailed Process Flow Diagram of Odor Control System.



Figure 15.2: Foul Air Supply Fans.



Figure 15.3: Biological Filter.

Table 15.1: Design Specifications for Components of Odor Control System.

Item	Units	Value	Remarks
Packaged Make Up Air Unit			
Equipment Number	-	-	1RTU01
Type	-	-	Direct Gas-fired Heating and Make-Up Air Unit
Manufacturer	-	-	Modine
Air Capacity	cfm	17,000	
Heating Input	Btu/Hr	1,217,838	
Heating Output	Btu/Hr	1,120,411	
Max. Temperature Rise	degrees F	64.6	
Natural gas pressure	in, W.C.	8-14	
Gas Control Type	-	-	Maxitrol 14
Supply Voltage	V/Hz/ph	460/60/3	
Control Voltage	V	115	
Motor HP	hp	10	
Motor, RPM	rpm	1,800	
Motor Full Load Amps	amps	12.8	
Blower RPM	rpm	522	
Blower HP	hp	8.91	
Unit Amps	amps	13.9	
Biofilter Fan			
Equipment Number	-	-	1BFF01, 1BFF02
Type	-	-	Backward-inclined Centrifugal
Manufacturer	-	-	Universal Fan & Blower Ltd.
Number	-	2 (1+1)	
Air Capacity, Each	cfm	18,000	
Speed	rpm	1846	
Static pressure	in	9.9 w.g.	
Main Drive Motor			
Manufacturer	-	-	Teco-Westinghouse
Power	hp	50	
Voltage/Phase/Hertz	-	460/3/60	
Speed	rpm	1800	
Drive	-	-	Constant Speed
Biofilter			
Equipment Number	-	-	1BF01
Biofilter Configuration	-	-	Rectangular (2 Cells)
Dimensions, Each Cell	ft x ft	50.7 x 74.7	
Biofilter Material	-	-	Yard waste compost ("overs")
Foul Air Treatment Capacity	cfm	18,000	
Effective Media Surface	sf	6,600	
Effective Media depth	ft	3.0	
Media Surface Unit Loading	cfm/sf	2.7	
Empty-Bed Detention Time in Media	sec.	66	

15.2.2 Process Theory

Odors in the Headworks structure are released during the collection and storage of materials removed from the influent wastewater by the bar screening process. Odors producing areas are the first and second floor access rooms to the bar screens. As the plant staff is periodically required to work in this enclosed areas, the air space is ventilated at a rate of 16 air changes per hour (AC/h) to provide for a safe working environment. To prevent the foul air from escaping to the atmosphere, all the doors should normally be closed and fresh air should be supplied at rates slightly lower than that of the foul air exhausted to the odor removal system. Pressure relief dampers are provided (set at -0.5 in W.C.) to open in case the lower duct suction is blocked.

The foul air from the Headworks structure is collected and delivered to the associated treatment unit by a 30" buried fiberglass ducting system. The driving force for transporting the foul air to the treatment units is provided by the biofilter fans located at the biofilter.

Foul air to be treated is delivered to the bottom of the compost media through the plastic flooring. The media supports the growth of organisms that remove the odor causing hydrogen sulfide and organic compounds as the air is conveyed through the filter. To optimize biological growth, recycled water is periodically supplied to the media with in-bed (drip tubing) and on-bed (sprinklers) irrigation system providing the biomass with the required moisture. On-bed irrigation is the primary system of delivering recycled water to the media. In-bed irrigation is the primary system for washing off the media of the fine particulate generated during biomass growth.

15.2.3 Biofilter Operation and Maintenance

The odor control system is designed for automatic operation. However, certain simple operation and maintenance attention is required for optimum operation as discussed in the following paragraphs.

15.2.3.1 Operation

- **Biofilter Irrigation.** The irrigation system for the biofilter is controlled by the timer in the irrigation controller. The irrigation system should be programmed to moisten the biofilter media evenly without flooding. If water puddles are observed forming on the media, irrigation should be stopped immediately. The accumulated irrigation water should be allowed to drain and the irrigation system should be re-programmed for shorter durations.
- **Irrigation Frequency.** The frequency of irrigation required to maintain the moisture content in the biofilter media will depend on the ambient temperature and relative humidity. During cool winter months, irrigating the biofilter once every other day may be sufficient while during warm and dry summer months, a higher irrigation frequency is typically required. After startup of the biofilter, representative sub-surface samples of the media should be collected and examined. The material should be moist but not wet and should not cling together into lumps. If the material is wet or lumpy, the irrigation duration should first be reduced and, if necessary, the irrigation frequency should also be reduced. Conversely, if the material is dry, irrigation duration and frequency should be increased. Sampling of the media once a week is recommended for the initial startup.

Once the irrigation operation is adjusted, sampling of the media may be done less frequently, approximately once a month.

- **Foul Air Temperature.** High foul air temperature will adversely impact the performance of the biofilter. The temperature gauge provided at the discharge of the biofilter fans should be monitored. If the temperature of the foul air should exceed 90 degrees F, the frequency of irrigation should be increased to at least twice a day to cool the foul air being treated.
- **Visual Inspection of Biofilter.** The biofilter media and the discharge pressure of the biofilter fans should be visually inspected on a daily basis. Extensive muddy patches on the surface of the media indicate that the media may need to be replaced. Fan discharge pressure is measured by the pressure gauges at the biofilter discharge. If high pressure is measured and is persistent, the media should be replaced. Replacement of the media is discussed in Subsection 15.2.3.2
- **Odor from the Biofilter.** A mild musty odor in the vicinity of the biofilter is normal. However, if unpleasant odor is detected, the biofilter drainage pipelines should be inspected for absence of water seals in the associated “P” traps, as discussed in Subsection 15.2.1.2, and the biofilter should be checked for leakage of untreated foul air.

15.2.3.2 Maintenance

- **Foul Air Ventilation System.** Maintenance of the foul air exhaust fans at the biofilter should be performed in accordance with the manufacturers’ recommendations (see Subsection 15.5.2).
- **Drainage Systems.** The “P” traps located in the vicinity of the biofilter (see Construction Record Drawings) and drain lines are provided with cleanout. The “P” traps should be examined periodically, particularly during summer, to ensure that the water seals have not dried up. Water should be added to the “P” traps through their cleanouts if no water seal is observed.
- **Changing Biofilter Media.** When replacement of the compost media is required, the spent media may be removed with light earth moving equipment such as a front loader, a Gradall forklift or a crane with a clamshell bucket. The spent media is nontoxic and may be disposed of in the same manner as dewatered sludge cake. The concrete base and the perforated plastic flooring are capable of withstanding the loading of light earth moving equipment. However, care should be taken to avoid damaging the geonet on top of the plastic flooring and the drip irrigation tubing buried at about 1.5 feet above the bottom of the media. After removal of all the spent media, the geonet should be cleaned of the fine particles lodged in the fabric. The media should be placed loosely in the biofilter to the depth specified in **Table 15.1** (i.e. 3’). It is preferred that the media be placed by a crane with a clamshell bucket. It is important to note that while it is possible to walk on the media placed in the biofilter, earth moving equipment should not be used as the weight of the equipment will compact the media. Compaction will adversely impact the pattern of foul air distribution through the media.

15.3 EQUIPMENT CONTROLS

PLC-10 controls and monitors the operation of the Biofilter fans. Fan status and control information is communicated from PLC-10 to the Operator Interface Terminal (OIT, face mounted on the PLC-10 control panel) and Operator Interface Stations (OIS) throughout the plant.

15.3.1 Automatic/Manual Operation

15.3.1.1 Biofilter Fans (1BFF01 and 1BFF02)

Each Biofilter fan is equipped with a HAND-OFF-AUTO (HOA) selector switch located near the fan that provides the means for operating the fan in HAND or AUTO mode (Figure 15.4).



Figure 15.4: Biofilter Fan HOA Selector Switch.

HAND:

When the Biofilter fan HOA selector switch is in the HAND position, the fan will run continuously.

OFF:

When the HOA is in the OFF position, the fan will shut down.

AUTO:

The two fans will operate in duty/standby modes. PLC-10 automatically assigns the duty/standby assignment and rotates the assignment when the duty fan has operated for a preset number of hours. The modes may also be assigned manually. Also, in the event of a duty fan failure, the standby fan will automatically start and operate as described below.

When both fan HOAs are in the AUTO position and the software Remote Auto/Manual (A/M) switches on the OIT/OIS are selected to Remote Auto, the duty fan will run continuously. When the software Remote A/M switch on the OIT/OIS is selected to Remote Manual, the fan will be manually controlled from the OIT/OIS.

15.3.1.2 Irrigation System

The irrigation system is equipped with an irrigation controller located near the system that provides the means for operating the fan in MANUAL, SEMI-AUTO, or AUTO mode (Figure 15.5)



Figure 15.5: Irrigation System Selector Switch.

MANUAL:

When the irrigation controller is set to MANUAL mode, any irrigation zone can be activated from the controller.

SEMI-AUTO:

When the controller is set to SEMI-AUTO mode, the irrigation operations can be manually initiated.

AUTO:

When the controller is set to AUTO mode, the irrigation operations will operate according to the programmed schedule.

15.3.2 Normal Operation

For normal operation, the selector switches for the Biofilter fans, described above, should be in the AUTO position and the software Remote A/M switch should be in Remote Auto position. The irrigation controller should be set to AUTO mode. Under this selection, the Biofilter fans operate based on the control logic programmed in PLC-10 as described above.

15.4 POWER DISTRIBUTION

Two 50 hp biofilter fans, one a standby, are powered by reduced voltage solid state motor starters (RVSS) located in MCC-BIO. The new motor control center MCC-BIO is located in the existing headworks building and it is powered from Existing MCC-H within the same building.

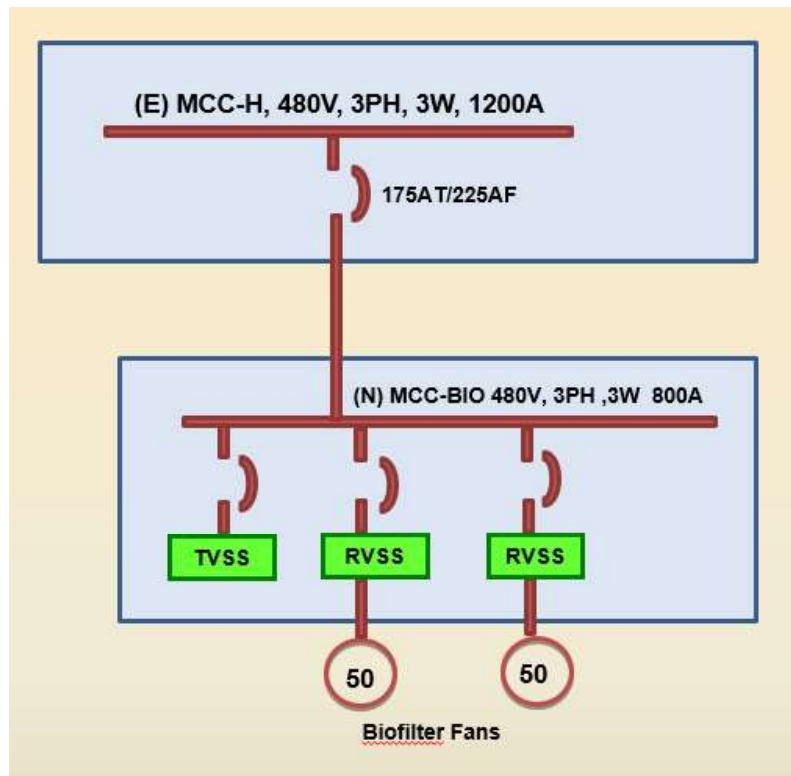


Figure 15.6: Partial Single Line Diagram for Biofilter Fans

15.5 TROUBLESHOOTING GUIDE

15.5.1 Biofilters

Table 15.2 summarizes the steps to be taken to troubleshoot the odor control system if it is not performing as expected.

Table 15.2: Biofilter Troubleshooting

Problem and Observation(s)	Possible Cause(s)	Solution(s)
Odor is detected at high levels from biofilter or at the Headworks	Leakage of foul air from the biofilter, foul air ducting or containments	- Check the “P” traps at the drainage pipeline for conditions of the water seals. - Check leakage of foul air from the biofilter structures. - Check doors and covers at odor sources for air leakage.
	Biofilter media has deteriorated	Replace biofilter media.
	Equipment malfunctioning	Check equipment and/or material associated with odor control system. Repair or replace defective material or malfunctioning equipment.

15.5.2 Make Up Air Unit and Biofilter Fans

Please refer to the vendor-provided equipment O&M manual for troubleshooting guide. A link is provided in Section 15.6 for quick access.

15.6 SUPPORTING DOCUMENTS

Links to supporting documents are provided below:

- Vendor-provided equipment O&M manual
 - Biofilter Fan O&M
- Record drawings
 - Visalia Record Drawings Vol I of III
 - Visalia Record Drawings Vol II of III
 - Visalia Record Drawings Vol III of III
- Conformed specifications
 - Visalia Specification Vol I of IV Feb 2014
 - Visalia Specification Vol II of IV Feb 2014
 - Visalia Specification Vol III of IV Feb 2014
 - Visalia Specification Vol IV of IV Feb 2014 - (submitted to city via USB flashdrive)

SECTION 10001 – ODOR CONTROL BIOFILTERS

PART 1 – GENERAL

1.01 WORK OF THIS SECTION

- A. The WORK under this section includes the provision of equipment, materials, labor and services for construction of two organic media odor control biofilters.

1.02 TAG NUMBERS

- A. The biofilter to be construction is as follows:

<u>Description</u>	<u>Tag No.</u>
Biofilter No. 1	BF01

The CONTRACTOR shall construct and test the biofilter odor control system to treat odorous air. The system shall be installed complete and operable in accordance with the Contract Documents. The system shall include structures, piping, control dampers, fans, instrumentation, biofilter media, liner, irrigation system, and appurtenances necessary for complete operable systems.

1.03 SUBMITTALS

- A. In accordance with Section 01300, submittals shall include shop drawings, technical information and material samples as follows:
1. Fully dimensioned shop drawings, catalog cut sheets for all related equipment, ducting and dampers specified in Divisions 11 and 15.
 2. Shop drawings and catalog cut sheets of the biofilter flooring system.
 3. Shop drawings and catalog cut sheets of the biofilter irrigation systems specified herein, including sprinklers, valves and controller.
 4. Detailed schematic and physical layout diagrams of the irrigation systems showing biofilter coverage for the on-bed and in-bed irrigation systems and coverage quantities, position and placement of all sprinklers and emitters with emission ratings and operating pressure ranges, valves, pipes and appurtenant equipment.
 5. Material gradation reports for the biofilter media.
 6. Sample of the biofilter media, one cubic foot.
 7. Samples of the polyethylene liner and geonet barrier, each at one square foot.
 8. Technical data and reports for the biofilter central drainage trench coating, including the following:
 - a. Technical data of the coating
 - b. Material safety data sheets
 - c. Surface preparation procedures
 - d. Coating installation procedures
 - e. Testing procedures

- f. Qualifications and certifications of the installation subcontractor issued by the liner manufacturer”
- 9. Air Balance Report(s): A complete air balance test report shall be submitted for the system as specified in Section 15950.

1.04 QUALITY ASSURANCE

- A. The CONTRACTOR shall furnish the services of an irrigation subcontractor registered in the State of California to design the on-bed and in-bed irrigation systems of the biofilters as shown in the Drawings and as specified in Paragraph 2.5 of this section. The design shall be submitted to the CONSTRUCTION MANAGER for review in the forms of schematic diagrams, physical layout drawings and narrative descriptions of the system control. Upon the CONSTRUCTION MANAGER’S acceptance of the design, the irrigation systems shall then be constructed accordingly.
- B. The design of the irrigation systems to be prepared by the irrigation subcontractor shall be in general conformance with the irrigation schematic diagrams shown in the Drawings to provide complete coverage of the biofilter media. Controller, pipes, valves and the various components to be used for the irrigation systems shall be as specified in this Section. The responsibilities of the irrigation subcontractor’s shall include determination of the number of irrigation zones for each biofilter, sizing of the irrigation pipes, determination of the number of sprinklers and drip irrigation lines to be provided for each biofilter and the physical layout of the complete irrigation systems.

PART 2 – PRODUCTS

2.01 GENERAL

- A. The biofilter to be constructed is designed to treat and control odors in the foul air withdrawn from the various wastewater treatment and solids processing facilities through biological action. The biofilter media consists of composted organic materials to support the growth of organisms that remove odor causing hydrogen sulfide and organic compounds from the foul air passing through the media. To optimize the biological growth, sprinkler systems are provided to maintain the moisture of the biofilter media at optimum levels.
- B. Each biofilter shall be provided with biofilter media, air distribution floor systems, liners, irrigation systems, leachate collection system, foul air fans, air distribution ducting, control dampers, and appurtenances as shown in the Drawings and specified in the various sections of these specifications

2.02 BIOFILTER DESIGN

- A. Biofilter No. 1, BF01, shall be rectangular in configuration and consisting of two cells as shown in the Drawings.
- B. The design data of the biofilter are as follows:

<u>Item</u>	<u>BF01</u>
Biofilter Configuration:	Rectangular at 74’ 8-1/4” x 102’1”
Number of Cells:	2
Biofilter Materials:	Yard waste compost over

<u>Item</u>	<u>BF01</u>
Effective Media Surface:	6,600 sq. ft.
Perforated Floor Area:	6,250 sq. ft.
Effective Media Depth	3.0 feet
Foul Air Treatment Capacity:	18,000 cfm
Media Surface Unit Loading:	2.7 cfm/sq. ft.
Empty-Bed Detention Time in Media	67 seconds

2.03 BIOFILTER COMPONENTS

- A. Leachate Underdrain System: The leachate underdrain system shall consist of a sloped biofilter floor to convey water to the sump drains as shown on the Drawings. The exit piping from the sump drain shall be Schedule 80 PVC. The exit piping shall connect to the treatment plant's influent sewer as shown.
- B. Foul Air Delivery System: Each biofilter cell shall be provided with a foul air delivery system which includes foul air fans, delivery ducting and isolation/throttling dampers as shown. Foul air fans shall be as specified in Section 15520 and foul air ducting and dampers shall be as specified in Section 02655. The foul air delivery duct shall be connected to the biofilter plastic floor system and air plenum as shown on the Drawings to form an airtight seal at the point of connection.
- C. Plastic Floor System: The biofilter floor shall be a modular, self-contained high density polyethylene (HDPE) or polypropylene (PP) perforated floor system installed over a reinforced concrete slab. Non-perforated plates/panels and trench covers may be used in the floor system, but the area of perforated floor shall not be less than specified in 2.2, C of this Section. The perforated floor system shall form a series of air plenums designed to evenly distribute the foul air through the biofilter media and shall conform to the following requirements:
 1. The openings on the perforated plates/panels shall be sized and spaced such that static pressure drop through the openings does not exceed 1/4 inch water column at 10cfm/sq. ft. of perforated floor area. The openings shall be tapered from top to bottom such that the narrowest point is at the top surface of the plates/panels.
 2. The floor system shall be designed to support the live weight of a 25,000 pound, rubber-tired backhoe loader with contact area wheel pressure of up to 100 pounds per square inch.
 3. The floor system shall include integral supports that create a minimum of five (5) inches of air plenum space between the reinforced concrete floor and the underside of the floor plates/panels.

4. Trench cover panels capable of spanning 30 inches between supports shall be provided as indicated on the drawings. Panels shall be of the same material as the floor plates and designed to fit with the floor plates/panels to provide a complete and integrated floor system.
 5. The components of the perforated floor system shall be rotationally or injection molded from HDPE and PP and suitable for continuous exposure in an acidic environment with pH less than 1.0 and at temperatures from 40°F to 120°F.
 6. The surface of the plastic floor shall be flush with the surrounding concrete curbs at its perimeter. The Contractor shall be aware that the portions of the biofilter concrete are designed based on information furnished by Bac Tee Systems. Should it be necessary to make any modifications to the design of the concrete structure in order to accommodate the plastic floor to be provided, the Contractor shall do so upon the Construction Manager's approval and the modifications shall be done at no additional cost to the Owner.
 7. The floor system shall be as manufactured by Bac Tee Systems, Hallsten Corporation, or equal.
- D. Geonet Barrier: The geonet shall be provided as a barrier layer between the biofilter media and the perforated floor system to prevent migration of particles. The geonet barrier shall be placed where indicated and as shown on the Drawings prior to the addition of the biofilter media. The geonet barrier shall be a tri-planar, non-woven material with the following material properties at a minimum:

Thickness:	275 mils (6.96mm)
Density:	0.94 g/cc
Tear Resistance:	47 pounds
Tensile Strength:	13 kN/m width
Compression % Thickness Retained:	65% @1,200 kp (5,000 hours)
Opening Size:	0.25" x 0.35"

The geonet barrier shall be Tenax Tendrain Geonet TD5, or equal. Geonet barrier shall be provided in sufficient quantity such that the adjacent sheets will have an overlap of not less than 12 inches during installation.

- E. Polyvinyl Chloride (PVC) Liner: The PVC liner shall be provided as an impervious barrier over the concrete structure in contact with the foul air being treated by the biofilter. The liner shall have the following material properties, at a minimum:

Thickness:	40 mils
Specific Gravity	1.2 to 1.3
Tear Resistance:	10.5 pounds
Tensile Strength at Break:	97 lbs/in width
Elongation at Break	360%
Modulus at 100% Break	41 lbs/in width

The liner shall be manufactured by AccuGeo; or equal.

2.04 BIOFILTER MEDIA

- A. The CONTRACTOR shall provide a biofilter media of the depth and composition specified herein and shown on the drawings. The media shall consist of 100 percent screened yard

waste compost materials as specified in Paragraph 2.3 B. The media shall be provided as a homogeneous mixture having a pH from 6-8. Media depth at placement shall be as shown in 2.2, C plus nine inches to allow for initial settling and compaction of the media.

- B. Media shall consist of 100 percent composted materials meeting the gradation requirements stated herein. The media shall consist of the larger components of typical yard waste composting commonly called "overs". Compost overs are the larger materials that are commonly screened out of commercial compost mixtures and placed back into new compost to serve as a bulking agent. Screened compost overs suitable for media can typically be obtained by a lightly loaded vibratory compost screen with a suitable screen size interval (typically between 2" and 4" mesh). The final media particles shall be 2-inch to 6-inches in the greatest dimension. A minimum 90% by volume shall be 2-inch to 4-inches in the greatest dimension. The compost overs shall contain no more than 1 percent of stones, dirt, mud or other friable materials, plastic and all other objectionable debris. Prior to screening the compost overs shall have been subjected to a minimum of one complete green waste composting cycle and shall be adequately stabilized so as to be free of all green matter and have no objectionable odors.

2.05 IRRIGATION SYSTEM AND CONTROLS

A. Pipe:

1. Main Service Pipe: The main irrigation service pipe shall be PVC pipe providing water service to the irrigation control cabinet located adjacent to each biofilter. The main irrigation service pipe shall be buried a minimum of 2-feet below grade or as otherwise indicated on the Contract Drawings.
2. Irrigation Header Pipes: The irrigation header pipes shall consist of a single 1-inch PVC pipe for each biofilter cell (zone). Each header pipe shall have a 5/8-inch connection to mate up with the sprinkler head piping and a 5/8-inch connection to accept the in-bed biofilter irrigation hose. All header pipes shall be buried a minimum of 2-feet below grade or as otherwise indicated on the Contract Drawings.

B. Sprinkler Heads and Irrigation Grid:

1. Sprinkler Heads: Sprinkler heads shall be provided for each biofilter zone and shall be connected to the irrigation header pipe. Sprinkler heads shall be gear driven rotary pop-up type design and constructed of ABS plastic material specifically manufactured for installation at grade. A filter screen shall be provided to prevent entry of foreign material into the nozzle. Sprinkler heads shall be capable of a 180-degree spray pattern with an adjustable spray radius to provide 100% coverage of the biofilter media. Sprinkler heads shall be manufactured by The Rain Bird Corporation, The Toro Company, Hunter Industries, or equal.
2. In-Bed Irrigation Grid: Each biofilter zone shall be provided with a drip irrigation grid assembly to be placed in the center of the biofilter media bed as shown on the Drawings, and connected to the irrigation header pipe. The drip irrigation grid shall be constructed from flexible polyethylene tubing sized as indicated. The tubing shall be fitted with factory installed pressure compensating inline emitters spaced as shown on drawings. Each emitter shall be sized to deliver 0.6 gph of irrigation water at a minimum. Drip irrigation tubing and emitters shall be manufactured by The Rain Bird Corporation, The Toro Company, Netafim, or equal.

C. Valves:

1. Shut-off Valves: Shut-off valves are required for each irrigation header line and where otherwise indicated. The number of zones used shall be as determined by the irrigation subcontractor. Valves shall be bronze gate valves, Class 150 or better, with union bonnet, renewable seat and non-rising stem shall be gate valves as specified in Section 15206 - Gate Valves.
2. Zone Control Valves: 1-inch zone control valves shall be required, one for each biofilter zone, to control the flow of water to the biofilter. Zone valves shall be normally closed 24-VAC electrically controlled globe pattern design. The valve pressure rating shall not be less than 150 psi. The valve body and bonnet shall be constructed of glass-filled nylon and the diaphragm shall be fabricated from reinforced rubber. The valve shall have both internal and external manual open/close control to manually open and close the valve without electrically energizing the solenoid. Zone valves shall have a flow control stem for accurate regulation/shut-off of the outlet flow, and be slow closing to avoid damage due to water hammer. All zone valves shall be of self-cleaning design for use in non-potable water applications. Zone valves for the irrigation system shall be mounted inside the irrigation control cabinet for each biofilter or as located by the irrigation subcontractor. Zone control valves shall be manufactured by The Rain Bird Corporation, The Toro Company, Hunter Industries, or equal.
3. Manual Drain Valves: Ball drain valves shall be provided to allow the sprinkler piping to drain when not in operation. Ball valves shall be manufactured from polyvinyl chloride (PVC). The balls shall have full size ports and Teflon seats. Ball valves shall be suitable for a maximum working (non-shock) pressure of 150 psi @ 73° F. The CONTRACTOR shall be responsible for proper placement of the drain valves (i.e. at the system low points) to achieve complete drainage of the irrigation system. Ball drain valves shall be manufactured by ASAHI America, Plast-O-Matic, Inc., Spears Mfg. Co., or equal.
4. Pressure Reducing Valves: Pressure reducing valves shall only be required where the pressure on the upstream side of the irrigation control cabinets exceeds 50 psi. Where the upstream pressure exceeds 50 psi, a pressure reducing valve shall be installed to regulate the discharge pressure to 50 psi. Pressure reducing valves shall be direct-acting valves of bronze construction with a renewable stainless steel or thermoplastic seat. Pressure reducing valves shall be manufactured by Armstrong, Bell & Gossett, Watts Regulator, or equal.

D. Y-strainers:

1. Y-strainers shall be provided where indicated. Strainers shall be fabricated of Type 1 PVC and provided with a union nut to facilitate cleaning of screen. Screens shall be a maximum of 20-mesh stainless steel suitable for potable water service. All O-rings shall be fabricated of EPDM or Viton. Strainers shall be rated for a minimum operating pressure of 150 psi (non-shock service). Y-strainers shall be manufactured by Colonial Valve, Chemline Plastics, Hayward Industrial Products, or equal.

E. Irrigation Controller:

1. Provide (1) irrigation controller for both biofilter cell mounted in a NEMA 4X enclosure. The controller shall provide for programmable operation of each zone valve and shall be capable of operating the specified zone valves either independently or simultaneously. Program shall be fully adjustable for zone selection, timed cycling of zone activation, and run time. Components include but are not limited to the station

circuit breakers and control circuit transformer. Controller shall receive 120 VAC, 60 Hz input and provide 24 VAC, 7 Hz output to the zone valves. Controller shall provide for the number of stations or zones indicated for each biofilter, but not less than eight (8). Controller shall be ESP-MC Series manufactured by Rain Bird Corporation or equal. Controller shall be located as shown on Drawings.

F. Irrigation Control Cabinet:

1. Provide (1) NEMA 4X-irrigation control cabinet for both biofilter cells. All valves, piping and appurtenances to control water distribution to the biofilters will be contained in the irrigation control cabinet or otherwise arranged by the irrigation subcontractor. Components include but are not limited to the following and shall be suitable to operate with clean water:
 - a. Flow meters
 - b. Zone valves
 - c. Shut-Off Valves
 - d. Pressure Reducing Valves

2.06 CENTRAL DRAINAGE TRENCH PROTECTIVE COATING

- A. The concrete surfaces of the walls and bottom of the central drainage trench of each cell shall be provided with a protective coating as specified herein. The coating system shall be suitable for application to existing concrete and shall be resistant to corrosion by hydrogen sulfide and other corrosive gases in the foul air being received by the biofilter.

The coating shall be a 100-percent VOC-free, self-priming and flexible polyurethane coating designed for ambient operating conditions up to 140 degrees F. The coating shall be SparyWall manufactured by Sprayrog Inc. applied to the concrete for a dry film thickness of 120 mils, minimum. Preparation of the concrete surfaces, application of the coating and testing of coating after installation shall be performed by a subcontractor trained and certified by the coating manufacturer and in strict accordance with the manufacturer's instructions.

Upon completion of the coating installation, the coating shall be tested for holidays and adhesion. Holiday testing shall be performed on all coating surface with a high voltage spark tester in accordance with NACE PRO188-99 with the tester set at 100 volts per 1 mil of film thickness, minimum. Adhesion test shall be performed at not less than 2 points on the coating for each trench as selected by the Construction Manager. The test shall be in accordance with ASTM D4541 and performed with a pulling force of 150 to 200 psi. All detected holidays and adhesion failures shall be repaired in accordance the manufacturer's instructions. At the completion of the testing, the Contractor shall submit to the Engineer a report presenting the results of the test. The installation subcontractor shall also provide the Owner with a warranty of the coating material and workmanship for a period of 10 years.

PART 3 – EXECUTION

3.01 INSTALLATION OF BIOFILTER

- A. Installation of each biofilter shall be in full conformity with the drawings and specifications. Each piece of equipment shall be furnished and installed complete with all supports, electrical work, and appurtenances ready for operation. Excavation, pipe trenches, and

backfilling and other earthwork shall be performed in accordance with the specification sections in Division 2.

- B. The biofilter media shall be placed loose, with no mechanical compaction. Travel over the media by construction equipment or vehicles are prohibited during and after placement of the media. At the completion of the media placement, all plastic materials, wood chips and trash on the surface of the media shall be removed. The media shall be kept moist at all time for at least three weeks prior to start-up or testing of the biofilters to permit consolidation of the media materials.
- C. Where required, the polyethylene liner shall be sealed in the field, utilizing welding and sealing methods and materials authorized by the liner manufacturer. Welds and seals shall be tested as per the manufacturer's recommendation. Failures shall be cut out and re-sealed. Welds shall be free from all bubbles, cracks, and air holes.
- D. Unless otherwise specified, all equipment and materials shall be provided a protective coating in accordance with the Contract Documents.

3.02 INSTALLATION OF IRRIGATION SYSTEM

- 1. All valves, fittings and hoses shall be installed as shown and all connections made to permit the irrigation system to function properly through its entire length.
- 2. All materials and equipment shall be installed in strict accordance with the manufacturer's written instructions and recommendations and all local and state codes, laws, ordinances, and regulations.
- 3. Before proceeding with the installation of any section or unit of the irrigation system, the CONTRACTOR shall check and verify the correlation between ground measurements and Drawings and shall advise the CONSTRUCTION MANAGER of any discrepancies.
- 4. Remote control valves shall be adjusted to provide a uniform distribution of water throughout each biofilter bed. They shall be wired to operate in the order as required. They shall be capable of being operated manually entirely independent of the controller.

3.03 FIELD TESTING

- A. Upon completion of the installation, each piece of equipment and each system shall be tested for satisfactory operation in accordance with Sections 01600, 01680 and 11000.
- B. The CONTRACTOR shall perform tests in phases on the air distribution system and biofilter media to ensure uniform air distribution. All tests shall be conducted in the presence of the CONSTRUCTION MANAGER. At least seven days notice shall be provided to the CONSTRUCTION MANAGER prior to testing. The biofilter flooring and air distribution system shall be installed and approved by the CONSTRUCTION MANAGER. Any broken or damaged portion of the system shall be replaced. Once approved by the CONSTRUCTION MANAGER, the biofilter media shall be installed, smoke tested and approved by the CONSTRUCTION MANAGER. Biofilter media shall be removed and replaced as required by the CONSTRUCTION MANAGER and at no cost to the OWNER to achieve proper airflow distribution. Plugged pipe and fittings shall be cleaned and re-tested if necessary.

3.04 AIR BALANCING

- A. Upon completion of the smoke test at the biofilter, the CONTRACTOR shall provide the services of a qualified Test and Balance CONSTRUCTION MANAGER certified by the

Associated Air Balance Council to balance the air flows of the odor control system which includes all of the foul air ductwork upstream and downstream of the fans. Air balancing shall be performed with the biofilter fans in full operation and all dampers at the various points of the foul air ducting systems shall be carefully adjusted to achieve the air flows indicated in the Drawings. The biofilter fans shall also be adjusted as required and the operating parameters of the fans, including fan speed, suction and discharge pressures and power draw amperage, shall be recorded.

- B. At the conclusion of the air balancing, the CONTRACTOR shall submit a complete report to the CONSTRUCTION MANAGER, which shall include air balancing methods, all of the all the balanced air flow and equipment data recorded, any unusual occurrence, and any other useful information. The test report will be reviewed and approved by the CONSTRUCTION MANAGER prior to the Substantial Completion of the odor control system.

– END OF SECTION 10001 –

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Wednesday, June 24, 2026

Attention: Bidding Contractors

Reference: RFB 25-26-16 Biofilter Media Replacement and Inspection, Testing at
Visalia Water Reclamation Plant
RFB No. 25-26-16

Subject: Specification Section 10001 – Odor Control Biofilter Number 1 (BF01)
GES Fiber-Max™ Media Proposal #4544

GES Biotek is pleased to present the following proposal for the supply of Fiber-Max™ biofilter wood chip media for the Odor Control Biofilter Media Replacement project at the Visalia Water Reclamation Plant.

The proposed scope includes approximately 24,750 ft³ (916 yd³) of Fiber-Max™ media for installation in Biofilter Cells A and B. Delivery is anticipated to require approximately ten (10) roll-off double trailer loads, with final load count subject to field loading conditions and material compaction.

Specification Exception and Media Basis - GES Biotek takes exception to the specified media described in Section 2.04 Biofilter Media, which appears to consist of larger components typical of yard-waste composting materials. This type of media has largely fallen out of favor in modern biofiltration applications due to variability in composition, potential contamination, and inconsistent long-term performance.

In contrast, GES Fiber-Max™ is a controlled, engineered organic media manufactured exclusively from trees and large tree branches. The GES Fiber-Max™ material:

- Contains no yard waste, construction debris, demolition materials, commercial wood byproducts
- Excludes eucalyptus, cedar, redwood, or any species known to inhibit microbial activity
- Provides consistent structure, porosity, and long-term biological stability
- Nutrient Conditioning and Biological Support

Prior to shipment, the media is pre-wetted with GES 1578 Super Nutrients and blended with approximately 1–2% GES Gro-Max™ supplemental biological enhancement additives as required to promote rapid establishment of a healthy microbial population.

This conditioning supports the growth of key sulfur-oxidizing microorganisms, including Acidithiobacillus thiooxidans and Acidithiobacillus ferrooxidans, enabling efficient biological oxidation of hydrogen sulfide (H₂S) within the media bed.

Proper system startup will require:

- Adequate moisture control (target ~40–60% media moisture)
- Humidified inlet air conditions
- Sufficient H₂S loading to sustain microbial activity

1540 Louis Bork Drive • Batavia, IL 60510 • 630.473.3874

www.gesbiotek.com

Scope of Supply - The following items shall be supplied in accordance with RFB No. 25-26-16:

- A. Fiber-Max™ biofilter media – 24,750 ft³ (916 yd³) for Cells A and B
 - 1. Base 3'-0" media depth
 - 2. Additional 9" of media for settling of media bed
 - 3. Total bed depth is 3'-9"
- B. Freight – approximately ten (10) roll-off double trailer loads to project site
- C. Biofilter smoke testing (final distribution verification) with report
- D. Media irrigation coverage inspection
- E. Required submittals and media sample

Proposed Fiber-Max™ Media:

Description	Total
24,750ft ³ of Fiber-Max™ Media and Smoke Test	\$
Freight to Visalia, CA 93277 – Ten (10) Roll Off Doubles	\$
Total	\$

The above quoted price includes no sales tax.

The above prices are firm for a period of 30 days from the date of this proposal.

EXCLUSION: Items not specifically quoted above are EXCLUDED.

FREIGHT: Delivered to project site, freight included

DELIVERY: Delivered to project site; shipments scheduled to align with plant operations

Payment Terms:

All orders are submitted and subject to our Credit Services Department review and approval. NO RETAINER ALLOWANCE unless otherwise negotiated. Payment terms shall be:

- 25% deposit with purchase order
- NET 30 days each invoice

Delivery Schedule:

The media delivery will be scheduled for 5-6 weeks after the notice to proceed is received. Truckload deliveries shall be scheduled to assist with the plant unloading schedule.

Items to be provided "By Others":

The following shall be by others for the above:

- Unloading, and installation of the supplied media
- BacTee Floor replacements
- Liner replacement or modifications\
- TenDrain screen
- Demolition requirements
- Temporary odor control system and controls
- Spray nozzles, Interconnecting PVC piping and valves
- Adjusting and Air Balancing of the Equipment with Report

GES Biotek is confident that the proposed Fiber-Max™ media provides a reliable, engineered approach to biofiltration with improved consistency, biological performance, and reduced operational risk compared to conventional compost-based media. We appreciate your consideration and look forward to supporting this project.

Regards,

Steve McCance

Steve McCance
Vice President of Operations
GES Biotek, LLC
Office Phone: (630) 473-3874
Cell Phone: (909) 677-1019 (Preferred)
E-Mail: smccance@gesbiotek.com
Website: www.gesbiotek.com

Visalia Water Reclamation Plant Project 6.24.2026 Proposal #4544

Encl: GES Terms and Conditions of Sale
Fiber-Max™ Sales Sheet