



CITY OF TRACY

NOTICE INVITING BIDS For JOHN JONES WATER TREATMENT PLANT FILTER MEDIA REPLACEMENT

1. **NOTICE IS HEREBY GIVEN** that the CITY OF TRACY (hereinafter "City") will accept sealed Bids for JOHN Jones Water Treatment Plant Filter Media Replacement on or before **3:00 P.M. on ~~Monday~~, Thursday, September 5, 2024**, at:

**BOYD SERVICE CENTER
ATTN: ROBIN KLOEPFER, MANAGEMENT ANALYST
520 S. TRACY BLVD.,
TRACY, CA 95376**

2. **Description and Location.** The scope of work generally includes removal, disposal, and replacement of the existing Granular Activated Carbon (GAC) filter media from filters 1, 2, 3, 4, 5, and 6 at John Jones Water Treatment Plant in Tracy, CA (Project Site) at 6649 S Tracy Blvd, Tracy, CA 95377 with new GAC.
3. **Bidding Information.** Complete bidding information is available on the City website: [BID Notices | City of Tracy, CA](#). The general Scope of Services is for procurement and installation of the specified filter media in the tertiary filters as per instructions and industry standard methods.
4. **Requests for Information.** Questions or requests for clarifications regarding the project, bid procedures or Agreement documents may only be submitted in writing by email to Robin Kloepfer, Management Analyst at robin.kloepfer@cityoftracy.org. Oral responses are not authorized and are not binding on the City. Questions must be submitted at least five (5) City business days before the scheduled bid opening. Responses by the City to written inquiries will be issued in an Addendum.
5. **Addenda.** Any changes to the NIB will be posted on the City's website, at [BID Notices | City of Tracy, CA](#), in the form of addenda. Each bidder is responsible for ensuring it has received and reviewed all addenda prior to submitting its bid. Bidders shall acknowledge all addenda, by number, in its Bid document submittal.
6. **Bid Documents.** Sealed Bids shall be submitted and clearly marked as follows: "SEALED BID FOR: JOHN JONES WATER TREATMENT PLANT FILTER MEDIA REPLACEMENT– DO NOT OPEN WITH REGULAR MAIL." It is the Bidders responsibility to ensure its bid proposal meets all instructions and requirements as set out in the Instructions to Bidders.
7. **Prevailing Wage Requirements.** This Project is subject to the prevailing wage requirements, available at City Engineer's office or online at <https://www.dir.ca.gov/> applicable to the locality in which the Work is to be performed.
8. **Bonds.** The successful bidder will be required to provide performance and payment bonds, each for 100% of the maximum Contract Price, and a warranty bond for 10% of the maximum Contract Price.

END OF NOTICE INVITING BIDS

INSTRUCTIONS TO BIDDERS

Each Bid Proposal submitted to the City of Tracy ("City") for the JOHN Jones Water Treatment Plant Filter Media Replacement project must be submitted in accordance with the following instructions and requirements:

1. **SUBMISSION OF BIDS.** It is the Bidder's responsibility alone to ensure that the Bid is received at the Boyd Service Center, Attn: Robin Kloepfer, Management Analyst, 520 S. Tracy Blvd, Tracy, CA 95376 prior to the hour and date for the opening of Bids specified in the Notice Inviting Bids (NIB). Any Bids received after that hour and date shall be returned unopened.
2. **FORMAT OF BIDS.** All Bids shall be typewritten, in conformance with the NIB and submitted in a sealed envelope plainly marked on the outside: **"SEALED BID FOR: JOHN JONES WATER TREATMENT PLANT FILTER MEDIA REPLACEMENT– DO NOT OPEN WITH REGULAR MAIL."**
3. **CONTENTS OF BID.** The Bidder shall include in its bid, at a minimum, the following information presented in a clear and concise format, to demonstrate the Bidder's competence and professional qualifications for the satisfactory performance of the services outlined in the "Scope of Services" [Section 7].
 - 3.1 A list of the most recent projects completed in the last five years for which the Bidder has performed similar services of similar size, scope, and complexity. This list shall include the name, contact person, email, and phone number of each party for whom the service was provided, as well as a description of the service performed, the dollar amount of the contract bid, the total dollar amount of any change orders, and the date of performance and completion.
 - 3.2 A list of the Bidder's principals, employees, agents, and subconsultants which the bidder anticipates assigning to this Project. This list shall include a summary of the qualifications, licenses, and experience of each individual; and the type of work to be performed by each individual. The CITY will retain under its agreement with the successful Bidder the right of approval of all persons performing under the agreement.
 - 3.3 A detailed description of the methods by which the Bidder intends to perform the work set forth in the Scope of Services. The description shall include, at a minimum, the following items:
 - 3.3.1 A performance and cost schedule for all services and materials necessary to complete this Project. **Materials shall include unit of measurement, quantity and unit cost, along with the total cost for each type of material.** The bid should specify the major components, the cost breakdown by major component, the total project cost, and the expected time of completion for each component based on the scope of services outlined in the bid. Lead time to acquire all materials shall also be provided.
 - 3.4 A statement which discloses any past ongoing or potential conflicts of interest which the BIDDER may have because of performing the work for this Project.
 - 3.6 A statement acknowledging the insurance requirements set forth in the General Services Agreement and that a certificate of insurance meeting those requirements must be submitted when the General Services Agreement is executed.
 - 3.7 The bid must be signed by an authorized representative of the Bidder.

- 4. INTERPRETATIONS OF THE BID DOCUMENTS.** If the Bidder is in doubt as to the meaning of any part of the Notice Inviting Bids or Instructions to Bidders, or finds discrepancies in or omissions from the NIBs, the Bidder shall submit to the CITY a written request for an interpretation or clarification prior to the time for opening the Bids. All such requests should be emailed to robin.kloepfer@cityoftracy.org.

The Bidder shall be responsible for the prompt delivery of the request. All requests for interpretation and clarification must be submitted at least five (5) City working days prior to the Bid Opening.

The CITY shall not be responsible for any explanation or interpretations of the Bid Documents other than by written addendum posted on the City's website. No oral interpretations of any provision in the NIBs shall be binding upon the CITY.

- 5. REVIEW OF BIDS.** After the Bids are received and opened by the CITY, the CITY shall review and evaluate all Bids for responsiveness to the Bid Documents to determine whether the Bidder possesses the professional qualifications necessary for the satisfactory performance of the services required. **The Bid will be awarded to the lowest qualified bidder.** The CITY shall also investigate qualifications of all Bidders to whom the award is contemplated, and the CITY may request clarifications of Bids directly from one or more Bidders. It is anticipated that this review period will last up to approximately 15 days. In reviewing the Bids, the CITY may consider the following for responsiveness purposes only:

- 5.1 The experience and past performance of the Bidder and its agents, employees, and subconsultants in completing projects of a similar type, size, and complexity in the last five years. The CITY may consider Bidder's timely and accurate completion of similar projects within budget.
- 5.2 The feasibility of the bid based upon the performance and cost schedules, and the methodology to be used by the Bidder.
- 5.3 Bidder's understanding of the work to be completed based upon the clarity of the bid and responsiveness to this NIB.

- 6. AWARD OF AGREEMENT.** Upon completion of the review period, the CITY shall notify those Bidders whose Bids will be considered for further evaluation and negotiation. All Bidders so notified may be required to meet with the City for discussion of the proposed methods and costs and negotiate in good faith in accordance with direction from the CITY. Any delay caused by Bidder's failure to respond to direction from the CITY may lead to a rejection of the Bid.

- 6.1 If the CITY determines, after further evaluation and negotiation, to award the Agreement, a General Services Agreement (Exhibit A) shall be sent to the successful Bidder for the Bidder's signature. No Bid shall be binding upon the CITY until after the Agreement is signed by duly authorized representatives of both the Bidder and the CITY.
- 6.2 The CITY reserves the right to reject any or all Bids, and to waive any irregularity. The award of the Agreement, if made by the CITY, will be based upon a total review and analysis of each Bid and projected costs.

- 7. SCOPE OF SERVICES.** The Scope of Services set forth in the Bid Documents represents an outline of the services which the CITY anticipates the successful Bidder to perform.

- 7.1 **Project Objectives.** Bidder shall enter into an agreement with the City to ensure adequate amounts and quality of media are installed in the act of replenishing media of all six (6) filters, the work to be performed on filters 1-3 immediately and 4-6

scheduled pending funding. Bidder may be required to furnish information supporting their ability to supply, without major interruption, the products covered in the Bid Documents.

7.2 **The Scope of Work.** The scope of work generally includes removal, disposal, and replacement of the existing Granular Activated Carbon (GAC) filter media from filters 1, 2, 3, 4, 5, and 6 at John Jones Water Treatment Plant in Tracy, CA (Project Site) with new GAC. See Attachment A for details.

7.2.1 **Timeline.** Filters 1-3 will need to complete no later than March 1st. If additional funding is allocated for filters 4-6 a deadline will be established at that time.

8. **QUALIFICATIONS.** Award shall be made to be the lowest responsible and responsive bidder whose bid conforms in all material and services respect to the requirements set forth in the request. In determining whether a bid is lowest and responsive, and the bidder responsible, the following may be considered by the CITY:

- Completeness and quality of proposal
- Bidder staff qualifications
- Total cost
- Client references
- Submission of required documents
- Ability to perform the service required within a specific time
- Experience
- The quality of performance in previous contracts
- Previous compliance with laws, as well as employment practices.

8.1 **Subcontracting.** The Bidder may subcontract portions of the work if the subcontractor meets all qualifications required in the bid and the City agrees to the subcontractor. The Bidder may not subcontract out the whole bid.

8.2 Terms and Conditions.

8.2.1 Submission of a Bid indicates acceptance the bidder of the conditions contained in these Bid Documents unless clearly and specifically noted in the Bid submitted and confirmed in the contract between the CITY and the Bidder selected.

8.2.2 The CITY reserves the right without prejudice to reject any or all Bids, to waive any non-material irregularities or informalities in any Bid, to accept or reject any item or combination of items, and to request additional clarification of Bid submittals.

8.2.3 All Bids received become the property of the CITY and information included therein or attached thereto, shall become public record upon their delivery to the CITY. Any information deemed by the Bidder to be protected as a trade secret shall be submitted separately in a sealed envelope along with a statement supporting this assertion.

8.2.4 Any and all costs associated with the preparation of a response to this request are the responsibility of the Bidder and are not to be passed on to the CITY.

8.2.5 Any information, data, instruments, documents, studies or reports given to or

prepared or assembled for the City under this agreement shall be kept confidential and not divulged, made available, sold, or used for advertisement to any individual, organization, or company without prior written approval of the CITY.

- 8.2.6 By submitting an executed bid, the Bidder certifies that this Bid is submitted competitively and without collusion, that none of the officers, directors, or CITYs of an unincorporated business entity has been convicted of any violations of the General Statutes, the Securities Act of 1933, or the Securities Exchange Act of 1934.
- 8.2.7 This NIB and related Bid Documents can only be exchanged by written addendums. Any oral comments by anyone shall have no effect on these instructions and specifications. If a bidder knows of or should have known of an error in the NIB, but fails to notify the CITY of the error, the bidder shall bid at its own risk and if awarded the contract, shall not be entitled to additional compensation or time by reason of the error or its later correction.
- 8.2.8 The Bidder understands and acknowledges that the CITY is a political subdivision of the State of California. The CITY prohibits any of its officials or employees from accepting any personal gift, favor, or thing of value that may tend to influence that employee in the discharge of duties. With this understanding, the Bidder agrees not to take any action which creates a situation, which would, or which could appear, to result in a conflict of interest and violation of Article V, Section 3 of the Client Personal Resolution by any CITY official or employee.

9. FORM OF AGREEMENT. The attached form of General Services Agreement as referenced in Section 6 – Award of Agreement, of this NIB and Bid Documents, will be used for the contract.

10. COST OF SERVICES. Bids are to be submitted in the form of dollars and prices bid must include total cost of project with detailed items such as delivery, labor, materials, and other charges in a separate sealed envelope. Bid prices must be good for the length of Agreement. The criteria by which the CITY shall evaluate Bids are set forth in the complete NIB posted on the City website.

11. AUTHORIZATION AND EXECUTION. Each Bid Proposal must be signed by the bidder's authorized representative. The City reserves the right to reject any and all Bids or to waive any irregularities. The City will award the contract to the lowest responsible bidder. The City may award a contract to the next lowest responsible bidder if the successful bidder refuses or fails to execute the contract.

Intentionally Left Blank

Exhibit A: General Service Agreement

CITY OF TRACY GENERAL SERVICES AGREEMENT WITH

[Insert full name of Contractor and Project Name and/or number.]

This General Services Agreement (**Agreement**) is entered into between the City of Tracy, a municipal corporation (**City**), and _____ *[Complete name of legal business entity]*, a _____ *[Business status, such as a California corporation]* (**Contractor**). City and Contractor are referred to individually as "Party" and collectively as "Parties."

Recitals

A. City desires to retain Contractor to perform XXX services OR provide XXX services; and

B. *[Include a brief description of the procedures that led up to the Agreement. If an RFP was issued, the Recitals should include the following general information: "On _____, the City issued a Request for Proposals (RFP) for the _____ [full project name and number] (Project). On _____, Contractor submitted its proposal for the Project to the City. City has determined that Contractor possesses the skills, experience and certification required to provide the services."]*

C. After negotiations between the City and Contractor, the Parties have reached an agreement for the performance of services in accordance with the terms set forth in this Agreement.

D. This Agreement is being executed pursuant to Resolution No. 2019-____ approved by Tracy City Council on _____, 2019.

Now therefore, the Parties mutually agree as follows:

1. Scope of Work. Contractor shall perform the services described in Exhibit "A" attached and incorporated by reference. The services shall be performed by, or under the direct supervision of, Contractor's Authorized Representative: _____ *[name of Representative]*. Contractor shall not replace its Authorized Representative, nor shall Contractor replace any of the personnel listed in Exhibit "A," nor shall Contractor use or replace any subcontractors or subconsultants, without City's prior written consent. A failure to obtain the City's prior written consent for any change or replacement in personnel or subcontractor may result in the termination of this Agreement.

2. Time of Performance. Time is of the essence in the performance of services under this Agreement and the timing requirements set forth shall be strictly adhered to unless otherwise modified in writing in accordance with this Agreement. Contractor shall begin performance, and shall complete all required services no later than the dates set forth in Exhibit "A." Any services for which times for performance are not specified in this Agreement shall be started and completed by Contractor in a reasonably prompt and timely manner based upon the circumstances and direction communicated to the Contractor. Contractor shall submit all requests for time extensions to the City in writing no later than ten days after the start of the condition which purportedly caused the delay, and not later than the date on which performance is due. City shall grant or deny such requests at its sole discretion.

2.1 Term. The term of this Agreement shall begin on _____ and end on _____, unless terminated in accordance with Section 6. *[OPTION TO EXTEND: This Agreement may*

be extended for an additional XX years by the City Manager following a written determination that Contractor has satisfactorily met all the requirements of this Agreement.]

3. Compensation. City shall pay Contractor on a time and expense basis, at the billing rates set forth in Exhibit “B,” attached and incorporated by reference for services performed under this Agreement.

3.1 Not to Exceed Amount. Contractor’s total compensation under this Agreement shall not exceed \$ [redacted] . Contractor’s billing rates shall cover all costs and expenses for Contractor’s performance of this Agreement. No work shall be performed by Contractor in excess of the total compensation amount provided in this section without the City’s prior written approval. *[If Agreement is fixed or lump sum, revise this section and 3.1 accordingly, and be sure Exhibit B is consistent].*

3.2 Invoices. Contractor shall submit monthly invoices to the City that describe the services performed, including times, dates, and names of persons performing the services.

3.2.1. Contractor’s failure to submit invoices in accordance with these requirements may result in the City rejecting said invoices and thereby delaying payment to Contractor.

3.3 Payment. Within 30 days after the City’s receipt of invoice, City shall make payment to the Contractor based upon the services described on the invoice and approved by the City.

4. Indemnification. Contractor shall, to the fullest extent permitted by law, indemnify, defend (with independent counsel approved by the City), and hold harmless the City from and against any claims arising out of Contractor’s performance or failure to comply with obligations under this Agreement, except to the extent caused by the sole, active negligence or willful misconduct of the City.

In this section, “City” means the City, its officials, officers, agents, employees and volunteers; “Contractor” means the Contractor, its employees, agents and subcontractors; “Claims” includes claims, demands, actions, losses, damages, injuries, and liability, direct or indirect (including any and all related costs and expenses) and any allegations of these; and “Arising out of” includes “pertaining to” and “relating to”.

The provisions of this section survive completion of the services or the termination of this Agreement, and are not limited by the provisions of Section 5 relating to insurance.

5. Insurance. Contractor shall, throughout the duration of this Agreement, maintain insurance to cover Contractor, its agents, representatives, and employees in connection with the performance of services under this Agreement at the minimum levels set forth herein.

5.1 Commercial General Liability (with coverage at least as broad as ISO form CG 00 01 01 96) “per occurrence” coverage shall be maintained in an amount not less than \$4,000,000 general aggregate and \$2,000,000 per occurrence for general liability, bodily injury, personal injury, and property damage.

5.2 Automobile Liability (with coverage at least as broad as ISO form CA 00 01 07 97, for “any auto”) “claims made” coverage shall be maintained in an amount not less than \$1,000,000 per accident for bodily injury and property damage.

5.3 Workers’ Compensation coverage shall be maintained as required by the State of California.

5.4 Professional Liability “claims made” coverage shall be maintained to cover damages that may be the result of errors, omissions, or negligent acts of Contractor in an amount not less than \$1,000,000 per claim.

5.5 Endorsements. Contractor shall obtain endorsements to the automobile and commercial general liability insurance policies with the following provisions:

5.5.1 The City (including its elected officials, officers, employees, agents, and volunteers) shall be named as an additional “insured.”

5.5.2 For any claims related to this Agreement, Contractor’s coverage shall be primary insurance with respect to the City. Any insurance maintained by the City shall be excess of the Contractor’s insurance and shall not contribute with it.

5.6 Notice of Cancellation. Contractor shall notify the City if the policy is canceled before the expiration date. For the purpose of this notice requirement, any material change in the policy prior to the expiration shall be considered a cancellation. Contractor shall immediately obtain a replacement policy.

5.7 Authorized Insurers. All insurance companies providing coverage to Contractor shall be insurance organizations authorized by the Insurance Commissioner of the State of California to transact the business of insurance in the State of California.

5.8 Insurance Certificate. Contractor shall provide evidence of compliance with the insurance requirements listed above by providing a certificate of insurance and endorsements, in a form satisfactory to the City, before the City signs this Agreement.

5.9 Substitute Certificates. Contractor shall provide a substitute certificate of insurance no later than 30 days prior to the policy expiration date of any insurance policy required by this Agreement.

5.10 Contractor’s Obligation. Maintenance of insurance by the Contractor as specified in this Agreement shall in no way be interpreted as relieving the Contractor of any responsibility whatsoever (including indemnity obligations under this Agreement), and the Contractor may carry, at its own expense, such additional insurance as it deems necessary. Failure to provide or maintain any insurance policies or endorsements required herein may result in the City terminating this Agreement.

6. Termination. The City may terminate this Agreement by giving ten days’ written notice to Contractor. Upon termination, Contractor shall give the City all original documents, including preliminary drafts and supporting documents, prepared by Contractor for this Agreement. The City shall pay Contractor for all services satisfactorily performed in accordance with this Agreement, up to the date notice is given.

7. Dispute Resolution. If any dispute arises between the City and Contractor that cannot be settled after engaging in good faith negotiations, City and Contractor agree to resolve the dispute in accordance with the following:

7.1 Each Party shall designate a senior management or executive level representative to negotiate the dispute;

7.2 The representatives shall attempt, through good faith negotiations, to resolve the dispute by any means within their authority.

7.3 If the issue remains unresolved after fifteen (15) days of good faith negotiations, the Parties shall attempt to resolve the disagreement by negotiations between legal counsel. If the aforementioned process fails, the Parties shall resolve any remaining disputes through mediation to expedite the resolution of the dispute.

7.4 The mediation process shall provide for the selection within fifteen (15) days by both Parties of a disinterested third person as mediator, shall be commenced within thirty (30) days and shall be concluded within fifteen (15) days from the commencement of the mediation.

7.5 The Parties shall equally bear the costs of any third party in any alternative dispute resolution process.

7.6 The dispute resolution process is a material condition to this Agreement and must be exhausted prior to either Party initiating legal action. This dispute resolution process is not intended to nor shall be construed to change the time periods for filing a claim or action specified by Government Code §§ 900 et seq.

8 Labor Code Compliance. Contractor is aware of the requirements of Chapter 1 of Part 7 of Division 2 of the California Labor Code and applicable regulations which require the payment

of prevailing wage rates (§1771, §1774, and §1775); employment of apprentices (§1777.5), certified payroll records (§1776), hours of labor (§1813 and §1815), debarment of contractors and subcontractors (§1777.1) and the performance of other requirements on “public works” and “maintenance” projects. The services being performed under this Agreement are part of a “public works” or “maintenance” project, as defined in the Prevailing Wage Laws, Contractor agrees to fully comply with such Prevailing Wage Laws.

8.1 Rates. These prevailing wage rates are on file with the City and are available online at <http://www.dir.ca.gov/DLSR>. Each Contractor and Subcontractor must pay no less than the specified rates to all workers employed to perform the services described herein. The schedule of per diem wages is based upon a working day of eight hours. The rate for holiday and overtime work must be at least time and one-half. Contractor assumes all responsibility for such payments and shall defend, indemnify and hold the City harmless from any and all claims made by the State of California, the Department of Industrial Relations, any subcontractor, any worker, or any other third party.

8.2 Registration with DIR. Contractor warrants that it is registered with the Department of Industrial Relations and qualified to perform the services consistent with Labor Code section 1725.5.

8.3 Monitoring. This Agreement will be subject to compliance monitoring and enforcement by the DIR, under Labor Code section 1771.4.

9. Ownership of Work. All original documents prepared by Contractor for this Agreement, whether complete or in progress, are the property of the City, and shall be given to the City at the completion of Contractor’s services, or upon demand from the City. No such documents shall be revealed or made available by Contractor to any third party without the City’s prior written consent.

10. Independent Contractor Status. Contractor is an independent contractor and is solely responsible for the acts of its employees or agents, including any negligent acts or omissions. Contractor is not City’s employee and Contractor shall have no authority, express or implied, to act on behalf of the City as an agent, or to bind the City to any obligation, unless the City provides prior written authorization. Contractor is free to work for other entities while under contract with the City. Contractor, and its agents or employees, are not entitled to City benefits.

11. Conflicts of Interest. Contractor (including its employees, agents, and subcontractors) shall not maintain or acquire any direct or indirect interest that conflicts with the performance of this Agreement. If Contractor maintains or acquires such a conflicting interest, the City may terminate any contract (including this Agreement) involving Contractor’s conflicting interest.

12. Rebates, Kickbacks, or Other Unlawful Consideration. Contractor warrants that this Agreement was not obtained or secured through rebates, kickbacks, or other unlawful consideration either promised or paid to any City official or employee. For breach of this warranty, City shall have the right, in its sole discretion, to terminate this Agreement without liability; to pay only for the value of the work actually performed; or to deduct from the contract price; or otherwise recover the full amount of such rebate, kickback, or other unlawful consideration.

13. Notices. All notices, demands, or other communications which this Agreement contemplates or authorizes shall be in writing and shall be personally delivered or mailed to the other party to the addresses listed below. Communications shall be deemed to have been given and received on the first to occur of: (1) actual receipt at the address designated below, or (2) three working days after the deposit in the United States Mail of registered or certified mail, sent to the address designated below.

To City:

To Contractor:

[Insert information for both City and Contractor]

_____	_____
_____	_____
_____	_____
_____	_____

With a copy to:
City Attorney
333 Civic Center Plaza
Tracy, CA 95376

14. Miscellaneous.

14.1 Standard of Care. Unless otherwise specified in this Agreement, the standard of care applicable to Contractor's services will be the degree of skill and diligence ordinarily used by reputable professionals performing in the same or similar time and locality, and under the same or similar circumstances.

14.2 Amendments. This Agreement may not be modified orally or in any manner other than by an agreement in writing signed by both Parties.

14.3 Waivers. Waiver of a breach or default under this Agreement shall not constitute a continuing waiver or a waiver of a subsequent breach of the same or any other provision of this Agreement.

14.4 Assignment and Delegation. Contractor may not assign, transfer or delegate this Agreement or any portion of it without the City's written consent. Any attempt to do so will be void. City's consent to one assignment shall not be deemed to be a consent to any subsequent assignment.

14.5 Jurisdiction and Venue. The interpretation, validity, and enforcement of the Agreement shall be governed by and construed under the laws of the State of California. Any suit, claim, or legal proceeding of any kind related to this Agreement shall be filed and heard in a court of competent jurisdiction in the County of San Joaquin.

14.6 Compliance with the Law. Contractor shall comply with all applicable local, state, and federal laws, whether or not those laws are expressly stated in this Agreement.

14.6.1 Hazardous Materials. Contractor is responsible for all costs of clean up and/or removal of hazardous and toxic substances spilled as a result of performing their services.

14.6.2 Non-discrimination. Contractor represents and warrants that it is an equal opportunity employer and it shall not discriminate against any subcontractor, employee or applicant for employment because of race, religion, color, national origin, handicap, ancestry, sex or age. Contractor shall also comply with all applicable anti-discrimination federal and state laws, including but not limited to, the California Fair Employment and Housing Act (Gov. Code 12990 (a-f) et seq.).

14.7 Business Entity Status. Contractor is responsible for filing all required documents and/or forms with the California Secretary of State and meeting all requirements of the Franchise Tax Board, to the extent such requirements apply to Contractor. By entering into

this Agreement, Contractor represents that it is not a suspended corporation. If Contractor is a suspended corporation at the time it enters this Agreement, City may take steps to have this Agreement declared voidable.

14.8 Business License. Before the City signs this Agreement, Contractor shall obtain a City of Tracy Business License. Contractor shall maintain an active City of Tracy Business License during the term of this Agreement.

14.9 Successors and Assigns. This Agreement shall inure to the benefit of and be binding upon the Parties hereto and their respective successors and assigns.

14.10 Construction of Agreement. Each Party hereto has had an equivalent opportunity to participate in the drafting of this Agreement and/or to consult with legal counsel. Therefore, the usual construction of an agreement against the drafting Party shall not apply hereto.

14.11. Severability. If a term of this Agreement is held invalid by a court of competent jurisdiction, the Agreement shall be construed as not containing that term, and the remainder of this Agreement shall remain in effect.

14.12 Controlling Provisions. In the case of any conflict between the terms of this Agreement and the Exhibits hereto, and Contractor's proposal (if any), the Agreement shall control. In the case of any conflict between the Exhibits hereto and the Contractor's proposal (if any), the Exhibits shall control.

14.13 Entire Agreement. This Agreement and the attached Exhibits comprise the entire integrated understanding between the Parties concerning the services to be performed. This Agreement supersedes all prior negotiations, representations or agreements. All exhibits attached hereto are incorporated by reference herein.

15. Signatures. The individuals executing this Agreement on behalf of Contractor represent and warrant that they have the right, power, legal capacity and authority to enter into and to execute this Agreement on behalf of Contractor.

[SIGNATURES ON FOLLOWING PAGE]

The Parties agree to the full performance of the terms set forth here.

City of Tracy

[Insert name and title of City employee (or Mayor) authorized to sign this particular Agreement.]

By: _____
Title: _____
Date: _____

Attest:

Adrienne Richardson, City Clerk

Approved as to form:

Bijal M. Patel, City Attorney

Contractor

[Insert complete legal name of business entity, and business status such as a California corporation, limited liability company, etc.]

By: _____
Title: _____
Date: _____

Federal Employer Tax ID No. _____

[Note: Depending on type of entity, more than one signature may be required. See Instructions for Agreements §§A.5.c and C.2.b.]

By: _____
Title: _____
Date: _____

Exhibits:

- A Scope of Work, including personnel and time of performance (See Agreement sections 1 and 2.)
- B Compensation (See Agreement section 3.)

EXHIBIT A - Scope of Work

[Scope should address 1) who does the work (i.e. names of personnel performing work), if this important; 2) the work or tasks to be performed; and 3) any deadlines for work, if any]

EXHIBIT B - Compensation

[If billing rate sheet includes an escalator clause or states that rates are effective to a certain date –then amend Section 3 to include escalator language]

Exhibit B: Scope of Work

The Scope of Work:

The scope of work generally includes removal, disposal, and replacement of the existing Granular Activated Carbon (GAC) filter media from filters 1, 2, 3, 4, 5, and 6 at John Jones Water Treatment Plant in Tracy, CA (Project Site) with new GAC. The Contractor shall perform all work in accordance with the following the following requirements.

PART 1 GENERAL

1.01 SUMMARY

- A. Section Includes:
 - 1. CONTRACTOR shall be responsible for removing GAC from existing filters and properly disposing of the material.
 - 2. CONTRACTOR shall provide CITY time to inspect, backwash, and disinfect the underlying sand for each the filters as specified herein.
 - 3. CONTRACTOR shall provide, transport, and deliver the filter GAC media at a location within the Project Site approved by the CITY.
 - 4. CONTRACTOR shall install the GAC media over the existing sand layer in Filters 1, 2, 3, 4, 5, and 6.

- B. Filter Media Quantity:
 - 1. Filter Dimensions:
 - a. Existing Filters No. 1, 2, 3, 4, 5, and 6: 640 square feet (each filter).
 - 2. CONTRACTOR shall provide sufficient media such that after placement, soaking, backwashing, and leveling, the final depth of the media is . The new GAC will be placed over 12-inches of the existing filter sand bed. Existing filter sand layer shall be left in place undisturbed when CONTRACTOR removes the existing GAC.

1.02 REFERENCES

- A. American Water Works Association (AWWA):
 - 1. AWWA B 100-16 Granular Filter Material, including any addenda.
 - 2. AWWA B 604-18 Granular Activated Carbon, including any addenda.

- B. NSF International:
 - 1. NSF/ANSI 61-2023: Drinking Water System Components.

- C. American Society for Testing and Materials (ASTM):
 - 1. ASTM C123 Standard Test Method for Lightweight Particles in Aggregate.
 - 2. ASTM E 11 Standard Specification for Woven Wire Test Sieve Cloth and Test Sieves.
 - 3. ASTM D 2854 Standard Test Method for Apparent Density of Activated Carbon.
 - 4. ASTM D 3174 Standard Test Method for Ash in the Analysis Sample of Coal and Coke from Coal.
 - 5. ASTM D 3175 Standard Test Method for Volatile Matter in the Analysis Sample of Coal and Coke.
 - 6. ASTM D 4607 Standard Test Method for Determination of Iodine Number of Activated Carbon.

D. Food Chemical Codex: Fourteenth Edition, including any supplements.

1.03 SUBMITTALS

A. Submit in accordance with the industry standards and listed requirements.

B. Submit qualifications of the independent testing laboratory(ies) for approval.

C. Complete GAC Analysis

1. Sieve analysis (particle size distribution), effective size, and uniformity coefficient.
2. Moisture (AWWA B 604).
3. Apparent density (AWWA B 604 or ASTM D 2854).
4. Iodine number (ASTM D 4607).
5. Abrasion resistance (AWWA B 604 - RO-Tap method).
6. Water extractables test (per Food Chemical Codex).
7. Ash content (ASTM D 3174).

D. GAC Submittals:

1. Manufactured GAC Testing and Samples.

a. Purpose: To demonstrate that media produced during the manufacturing process is consistent with contract requirements.

- 1) It is anticipated that there may be a reasonable variation in the effective size and uniformity coefficient between different media lots produced during the manufacturing process for the Project.
- 2) CITY may reject any or all individual lots produced during the manufacturing process that do not meet the requirements of the specification. Rejected lots will not be shipped to the Project site without additional remanufacturing or reprocessing and subsequent approval of test results by the CITY.

b. Schedule:

- 1) GAC samples and test result approval is required not less than 14 days prior to shipping of the media from the point of manufacture.
- 2) Separate submittals for individual production lots are required for large media quantities involving production runs over an extended duration. It is anticipated that individual lot test results will be submitted to the CITY as soon as they are available during the production of the GAC.

c. Requirement:

- 1) Certified test results of Complete GAC Analysis (1.03.C), from an approved Independent Media Testing Laboratory (1.03.B) employed by the CONTRACTOR.
- 2) Sample collection and frequency for individual production lots shall be in accordance with AWWA B 100. All test results shall be identified by traceable production lot and bag identification.
- 3) Manufactured GAC Samples:
 - a) Submit one sample of each production lot.
 - b) Shipped in durable, non-glass containers of not less than 1/2 cubic foot, clearly labeled with Project name, GAC source, effective size, uniformity coefficient, and apparent density.
 - c) CITY reserves the right to retest (at CITY's expense) the samples to confirm that the samples reasonably match certified test results submitted.

2. Delivered Media Testing.
 - a. Purpose: To demonstrate that GAC delivered to the Project site matches the Manufactured GAC.
 - 1) Media shall be sampled and tested for effective size, uniformity coefficient, and GAC apparent density by the approved independent laboratory employed by the CONTRACTOR.
 - 2) Although variation may be acceptable, the CITY reserves the right to use the test results to direct the CONTRACTOR to install individual bags or lots in different filters to provide the best possible media compatibility matches at no additional cost to the CITY.
 - 3) The CITY reserves the right to test the GAC received at the Project site at the CITY'S expense.
 - 4) GAC that does not comply with the specified requirements, certified test results, or acceptance criteria may be rejected at the sole discretion of the CITY and shall be replaced with approved GAC at no additional cost to the CITY. The rejected media shall be removed from the project site and appropriately disposed of by the CONTRACTOR at no additional cost to the CITY.
 - 5) If the delivered GAC is rejected by the CITY, an independent laboratory, acceptable to the CITY, may be employed by the CONTRACTOR to sample and test disputed material. For material that is not in compliance with the specified requirements, the CONTRACTOR shall bear the cost of testing the delivered media and any retesting required by the CITY to demonstrate compliance. Otherwise, the CITY is responsible for costs of testing the delivered media.
 - b. Schedule: After delivery to the Project site and before installation.
 - c. Requirement:
 - 1) Sample collection in accordance with AWWA B 100.
 - 2) Test results provided by the independent lab, acceptable to the CITY.
3. Installed GAC Testing.
 - a. Purpose: To document the characteristics of the installed GAC in each filter for the use of the CITY in tracking changes in GAC characteristics over time. It is understood that the effective size and uniformity coefficient of the installed GAC, after placement, soaking, and backwashing, may differ from values prior to installation. Therefore, acceptance of GAC will be based upon the results of the Delivered GAC testing, not Installed GAC testing.
 - b. Schedule:
 - 1) GAC shall be sampled after complete installation, soaking, and backwashing of all GAC to the required depth.
 - c. Requirement:
 - 1) Collect media samples using a clean trowel or sampling tube to provide a sample from the entire filter depth.
 - 2) Store samples in clean clear plastic bags, securely sealed and labeled with location, and collection date using indelible marker.
 - 3) Provide test results of the GAC effective size, uniformity coefficient and specific gravity for each sample. ASTM C 123 will be used to separate the sand from the GAC in each sample.
 - 4) Sampling Locations:
 - a) Collect one sample from each quarter quadrant and combine the four samples to make one composite sample per each filter cell. Each filter has two cells.

- b) Sampling and testing is the responsibility of the CONTRACTOR using a laboratory approved by the CITY.
- E. CONTRACTOR's written certification of the following:
 - 1. Volumes of existing GAC removed from each filter cell.
 - 2. Proposed disposal site for existing GAC (subject to approval by CITY).
 - 3. Vertical measurement from the top of the concrete filter box wall and the top of the sand layer remaining after existing GAC removal and bed leveling, measured at least two locations along each filter cell wall.
 - 4. Disinfection procedures and results.
 - 5. Volume, dry weight, and thickness of GAC media installed in each filter cell.
- F. Digital photographs to document the following conditions:
 - 1. Immediately prior to commencement of existing GAC removal.
 - 2. During existing GAC removal.
 - 3. After existing GAC removal and before CITY inspection, cleaning, and, backwashing of the underlying sand for each filter cell.
 - 4. After CITY in-filter activities and before CONTRACTOR installation of GAC.
 - 5. During installation of GAC media.
 - 6. After completion of GAC media installation in each filter cell, including visual indication of achievement of specified top-of-GAC media elevation after backwashing and topping off of media.
 - 7. After final cleanup.
- G. Existing GAC disposal plan for approval by CITY.
- H. Certificates: Submit proper documentation showing ANSI/NSF-61 certification of all supplied GAC.
- I. GAC installation instructions from the GAC supplier including approved mixing plan, washing requirements and procedures.
- J. Filter GAC Mixing Plan: Based upon GAC testing information, CONTRACTOR shall develop and provide a mixing plan designating the number of the bags and the order in which the bags should be used to fill each filter cell in order to obtain GAC physical characteristics and depth that conform to this specification. Testing data and calculations used to develop the mixing plan shall be provided to the CITY before installing the GAC.
- K. Submit GAC head loss curves.

1.04 QUALITY ASSURANCE

- A. All testing of filter media shall be performed by an CITY-approved independent testing laboratory employed by the Supplier.
- B. All sampling and testing shall be performed in accordance with the requirements of AWWA B 604 except as modified and supplemented herein. Approved samples shall meet the requirements of AWWA B 604, including all addenda.
- C. CONTRACTOR shall not place GAC in the filter cells before the CITY has approved the delivered media (1.03.E.2). Any media placed in the filter without the CITY's acceptance shall be subject to rejection, removal, and replacement by the CONTRACTOR at no cost to the CITY.

- D. Determination of particle size distribution:
1. Determine particle size distribution by screening through standard inspection grade or calibration grade sieves, Tyler fourth root of two series or equivalent U.S. series.
 - a. Sieve dimensions shall conform to ASTM E11 Table 1.
 - b. Sieves are to be certified ASTM E11 Standard Calibration Grade or Inspection Grade. The certified values for the average aperture sizes are to be utilized in performing the sieve analysis.
 2. Determine percent sizes from a plot, on semilog or probability paper, of the percentages of the material passing each sieve against the rated opening of the sieve or the equivalent diameter of the grains.
 3. Define percent size as the size of the theoretical opening of a sieve through which that percentage of the filter media, by weight, will pass. For example, if the size distribution of the filter media particles is such that 10 percent of the sample is finer than 0.50 millimeters, the filter media shall be said to have a 10 percent size of 0.50 millimeters.
 4. Define uniformity coefficient as the ratio of the 60 percent size to the 10 percent size of the filter media.

1.05 PRODUCT DELIVERY AND STORAGE

- A. Packaging:
1. Filter GAC shall be packaged in 1/2 ton ultraviolet-resistant polyethylene bags (super sacks with bottom pour spout) on pallets. Each bag of material shall be clearly marked with the following information: effective size, uniformity coefficient, source, date of bagging, individual bag number, and lot identifier.
- B. Place or store all filter media only in designated staging areas within the site and approved by the CITY. Polyethylene bags shall be placed on pallets supplied by the CONTRACTOR.
- C. All filter media at the jobsite shall be stored off the ground, protected from weather, and covered with a suitable membrane by the CONTRACTOR to prevent contamination of the media from windblown debris and soil. All filter media is subject to gradation and retesting at the CITY's direction if visual evidence of contamination is observed or suspected.
- D. Placement of filter media in the filters shall comply in all respects with AWWA B 604, except as modified or supplemented herein.

PART 2 PRODUCTS

2.01 FILTER GRANULAR ACTIVATED CARBON (GAC)

- A. Quality:
1. Carbon shall be based on bituminous coal. Carbons based on wood, lignite, subbituminous, peat, or coconut shall not be permitted. Product shall be virgin GAC.
 2. Manufacturing process shall include re-agglomeration. Carbon shall be manufactured in the United States by a supplier with a minimum of 5 years experience. Product shall have 5 years history in water treatment.
 3. Extruded or pelletized carbon shall not be accepted.

4. Carbon shall be thoroughly washed, screened, and free of clay, loam, dust, dirt, organic matter, and other foreign material.
5. GAC shall conform to AWWA B604 in addition to the modifications listed herein. GAC shall also conform to Food Chemical Codex when tested under the conditions outlined in the Food Chemical Codex.
6. Controlled activation shall produce a material having a high internal surface area with optimum pore size for the effective adsorption of a broad range of high and low molecular weight organic material. Carbon shall have a minimum iodine number of 900 milligrams/gram.
7. Carbon shall be composed of hard, durable grains with an abrasion resistance of no less than 75 by the RO-tap method.
8. Maximum moisture content of the as-packed GAC shall be 2 percent.
9. Maximum Total Ash: 8 percent.

B. Size:

1. GAC shall meet the following requirements:
 - a. Effective (10 percent) size (mm): 1.3 to 1.5.
 - b. Uniformity Coefficient: Less than 1.4.
 - c. Larger than No. 8: No more than 15 percent.
 - d. Smaller than No. 16: No more than 5 percent.
2. The particle size distribution shall be determined as indicated in 1.04.D of this Specification Section.

C. Depth: 48-inches final.

2.02 ACCEPTABLE SUPPLIERS

A. Filter GAC:

1. Calgon Carbon Corporation a Kuraray Company
3000 GSK Drive,
Moon Township, PA 15108
412-787-6700
2. Jacobi
432 McCormick Blvd.
Columbus, OH 43213
714-292-6198
3. Norit Activated Carbon
3200 University Ave
Marhsall, TX 75670
903-923-1000
4. Xylem + Evoqua
251 W. Channel Road
Benicia, CA 94510
916-730-2384
5. No substitution allowed.

PART 3 EXECUTION

3.01 GAC REMOVAL

- A. Prior to initiating removal of the existing GAC, plant staff will drain Filters 1, 2, 3, 4, 5, and 6, as far as possible while maintaining the remaining filters in operation.

- B. CONTRACTOR will remove existing GAC layer from Filter 1, 2, 3, 4, 5, and 6, while minimizing disturbance of the underlying sand layer. The existing GAC layer is approximately 48 inches deep (underlying sand layer is approximately 12 inches deep). Do not remove sand underlying existing GAC layer.
- C. Do not stand or walk directly on any layer of the existing filter media. Workers entering the filter boxes shall walk on clean plywood mats that will sustain their weight without displacing the filter media. Minimum dimensions of the plywood mats shall be two feet by two feet by 1/2 thick.
- D. Properly dispose of existing GAC at a facility approved by CITY.
- E. Mark the walls of each filter at a level 60 inches above the filter cap to indicate the target level of the top of the GAC media after GAC placement, backwashing, scraping, and topping-off activities.
- F. Clean up any spills that occurred during the removal of the existing GAC.

3.02 CITY INSPECTION

- A. CONTRACTOR shall provide the CITY ten (10) business days to inspect, backwash, and disinfect each filter once the existing GAC has been removed.
- B. CITY will verify that the contractor has removed the appropriate amount of media, leaving only 12 inches of sand in each filter. CONTRACTOR may only proceed with installation upon CITY approval.

3.03 GAC PLACEMENT

- A. GAC must be added to the filters from the top of the filter. There is no existing piping or equipment to handle filter media at the site. All equipment required to transfer GAC into the filters must be supplied by the CONTRACTOR. Personnel shall not enter filter cells during GAC media installation.
- B. CONTRACTOR shall provide all labor and materials necessary to deliver and install the GAC media. \
- C. CONTRACTOR shall be careful in placing the media to avoid damaging the filter troughs, filter underdrain system, or any equipment and piping in the filter units.
- D. CONTRACTOR shall prevent contamination during transporting and placing the filter media. Any filter media which has become contaminated, either before or after placement in the filters, shall be removed and replaced with new or washed and cleaned material in a manner approved by the CITY.
- E. Workers shall not stand or walk directly on filter media. The workers shall walk on plywood mats that will sustain their weight without displacing the material (minimum dimensions 2 feet by 2 feet by 1/2 inch thickness).
- F. The filter may be flooded with water to use as a leveling gauge for each layer of material.
- G. GAC Washing:
 - 1. Plant staff shall operate all filter backwash controls when washing the new GAC media installed in the filter basin.

2. CONTRACTOR is responsible for coordinating the scheduling of filter media washing through the CITY with plant operations. Plant operations shall govern scheduling the use of the backwash system and volume of washwater produced. CONTRACTOR is responsible for this coordination to avoid delays to the schedule.
 3. GAC washing will be allowed as determined by the CITY so as not to interrupt operation of the plant. At no time shall the plant's Backwash Equalization Basins overflow from the media washing operations. Filter media washing shall be terminated before reaching a liquid level that would affect plant operations regardless of the status of the media washing operation.
 4. Ensure that water from the media washing operation is directed to the Backwash Equalization Basins.
- H. Method of placement of the media shall be submitted to the CITY for approval.
- I. Filter GAC:
1. GAC shall be placed in a manner so as not to disturb the filter sand.
 2. Placement of GAC and backwashing shall be as specified in AWWA B 604, except as modified and supplemented herein. The finished depth for GAC at the end of placement, soaking, backwashing, and leveling operations shall be as specified in this Section.
 3. Prior to placing GAC in filters, plant staff will flood the filters to approximately one third of the GAC volume.
 4. GAC must be carefully placed in the filters from just above the water surface to prevent damage to the GAC and to limit the dust resulting from the transfer process. Release of airborne GAC dust must be mitigated.
 5. Perform placement, soaking, backwashing, and leveling of GAC media in each filter in accordance with AWWA B604, Sections C.1.3. Plant staff will operate all filter controls and valves during backwashing. Backwashing rates and durations will be determined by the CITY.
 6. Following completion of placement, soaking, backwashing, and leveling of GAC media in each filter, CITY shall verify the surface of the GAC is free of contaminated material and the depth of media is as specified (with in a range of -1/4" to +1/2"). If there are any contaminated material on the surface of the GAC, it should be removed and replaced with virgin GAC.
 7. Clean up any spills that occurred during the addition of GAC to the filters.
 8. Upon approved completion, collect and test representative installed GAC sample from the filter in accordance with Paragraph 1.03.E.3 of this Specification. Test results shall be submitted to the CITY.

3.04 CLEANING

- A. Filter Structure Cleaning: Once installed media testing samples have been collected, remove all debris and media from all backwash drain conduits, troughs, pipelines, and structures.