

CITY OF LA PALMA
Public Works Department
7821 Walker Street
La Palma, California 90623-1771

CITY COUNCIL
Gerard Goedhart, Mayor
Marshall Goodman, Mayor Pro Tem
Kathy Flachmeier, Councilmember
Peter Kim, Councilmember
Michele Steggell, Councilmember

CITY MANAGER
Laurie Murray

COMMUNITY SERVICES DIRECTOR
Michael Belknap



REQUEST FOR
STATEMENT OF QUALIFICATIONS
AND PROPOSALS

FOR

GENERAL SEWER REPAIR SERVICES (CITYWIDE)
CITY PROJECT NO. 18-SWR-01

OCTOBER 2018
Revised

**REQUEST FOR
STATEMENT OF QUALIFICATIONS
AND PROPOSALS**

FOR

**GENERAL SEWER REPAIR SERVICES (CITYWIDE)
CITY PROJECT NO. 18-SWR-01**

SUMMARY:

The City of La Palma is soliciting Requests for Proposals (RFP) which includes the firms qualifications from qualified licensed contractors for furnishing all labor, materials, equipment, transportation and such other facilities as may be required to perform contract services providing the repairing the sewer infrastructure including sewer mains, sewer manholes, and sewer laterals in the City of La Palma.

In accordance with Labor Code Section 1771.1, a contractor or subcontractor shall not be qualified to (a) bid on or be listed in a bid proposal, or (b) engage in the performance of this work unless the contractor or subcontractor are registered and qualified to perform the Work pursuant to Labor Code Section 1725.5.

KEY DATES:

Proposals Due: Thursday, October 25, 2018, at 5:00 PM

Parties interested in submitting a Proposal are responsible for monitoring the city's website www.cityoflapalma.org for addendum prior to the Proposal submittal.

Location: City of La Palma
Community Services Department
7821 Walker Street
La Palma, CA 90623
(714) 690-3310

Award of Contract: November, 2018

Annual FY 18-19 Budget - \$95,000

**CITY OF LA PALMA
COMMUNITY SERVICES DEPARTMENT**

The City of La Palma is soliciting Requests for Proposals (RFP) which includes the firms qualifications from qualified licensed contractors for furnishing all labor, materials, equipment, transportation and such other facilities as may be required to perform contract services providing the repairing, of sewer infrastructure including sewer mains, sewer manholes, sewer laterals in the City of La Palma.

In accordance with Labor Code Section 1771.1, a contractor or subcontractor shall not be qualified to (a) bid on or be listed in a bid proposal, or (b) engage in the performance of this work unless the contractor or subcontractor are registered and qualified to perform the Work pursuant to Labor Code Section 1725.5. See Attachment "B" for excerpts from the California Labor Code.

BACKGROUND:

The City of La Palma contains approximately 150,000 lineal feet of sewer lines and 673 sewer manholes. There are approximately 20 sewer mainline "hot spots", which require quarterly cleaning each year. The City recently conducted CCTV inspections of the sewer infrastructure which showed vertical displacements, longitudinal cracking, isolated cracks, and horizontal displacement. The City has also found some sewer manholes have been covered during paving operations and all manholes require general service inspections. The covered manholes will be required to be located and identified for exposure by a separate contract.

Questions regarding the project and this RFP can be directed to:

Contact: Douglas Benash, PE, QSD, City Engineer
Community Service Department
7821 Walker Street
La Palma, CA 90623
(714) 690-3310
(626) 203-2849 cell

SCOPE OF SERVICES:

The Contractor shall furnish all labor, materials, equipment, transportation and such other facilities to perform all work necessary in order to conduct the necessary maintenance repairs and documentation for the City's sewer infrastructure. The successful contractor/service provider will be required to execute the City's Standard Contract Services Agreement as shown in Attachment "A".

The work to be done consists of the removal and replacement of vitrified clay pipe (VCP) with PVC sewer pipe, existing sewer lateral connections, and rehabilitation of existing sewer manholes. The work includes trenching, removal, replacement and disposal of existing sewer lines, sewer manholes, sewer lateral connections, asphalt concrete pavement, aggregate base, excavation materials, traffic control, other miscellaneous work, and all

labor, material, equipment, and transportation necessary for the project, and as described in these documents.

Such other items or details not mentioned above, that are required by the RFP, Standard Specifications, or these Special Provisions, shall be performed, placed, constructed or installed to make the new sewer line, new sewer lateral connections and new sewer manholes complete and functional. The project specifications are detailed in Attachment "C".

Typically, due to the City's sewer depths, shallow groundwater conditions, loose soils, and miscellaneous other conditions, box shoring is necessary.

The Contractor will provide complete detail lists for each scope of services of all possible tasks, charges, Sub-contractor/consultants' charges and/or services, and so on that will accommodate all types of anticipated professional services associated with this project.

General Information:

Only one contractor will be selected to complete the work described for the contract duration noted in this RFP. The RFP requests labor and sub-contractor mark up which will also include equipment mark up. Back fill as noted in Attachment C shall be 1 sack cement slurry, no exceptions. The length of repair above and beyond Item 1 Spot Repairs shall be 10 feet. The quantity of service laterals can be verified by inspection of the City's video tape logs prior to initiation of sewer main repairs. The selected contractor will not be required to obtain outside agency permits. The use of CAB for backfill may be required versus slurry depending on conditions, the contractor is to provide a unit cost for CAB as noted in the bid sheet. The average depth of the City's sewers is approximately nine (9) feet in depth. The fee schedule shall include three (3) separate fee schedules for each pipe diameter size of 8", 10" and 12" pipe.

PROJECT SCHEDULE:

The tentative schedule for this RFP process is as follows:

- A. Release of RFP – October 3, 2018
- B. Deadline for Written Questions – October 18, 2018
- C. Proposal Due Date – October 25, 2018
- D. Notification to Proposers – Week of October 29, 2018
- E. Oral Interviews with Firms on Short List the week of November 1, 2018
- F. Notification to Firms Recommended for Contract – November 15, 2018
- G. City Council Consideration of Contract – November 20, 2018

INSTRUCTIONS TO PROPOSERS:

1. **Examination of Documents:** By submitting a proposal, Proposer represents that it has thoroughly examined and become familiar with the items required under this RFP and that it is capable of quality performance to achieve the City's objectives.
2. **Addenda:** Any changes to the requirements will be made by written addendum to this RFP. Any written addenda issued pertaining to this RFP shall be incorporated into the terms and conditions of any resulting contract. The City will not be bound to any modifications to or deviations from the requirements set forth in this RFP as the result of oral instruction.
3. **Clarifications:** Should a Proposer require clarifications of this RFP, the Proposer shall notify the City in writing (e-mail is acceptable) to Douglas Benash, City Engineer at cityengineer@cityoflapalma.org or call (626) 203-2849 cell. Should it be found that the point in question is not clearly and fully set forth, the City will issue a written addendum clarifying the matter.

PROPOSAL CONTENT REQUIREMENTS:

The proposal, at a minimum shall include a description of your understanding of the scope of services requested and the objectives to be accomplished, including the following;

- A. Describe the qualifications of your firm including the past five (5) year's experience performing projects that are similar in size and scope to that identified in this RFP.
- B. Identify specific personnel who will be assigned to this project along with their title within the firm, their availability for this project, individual qualifications, task's to be assigned for this project and hourly rate classifications (must match titles on hourly rate schedule).
- C. Provide a list of client references with names, titles and contact information.
- D. State what, if any, items, actions or information the consultant expects to be provided by the City.
- E. A description of efforts your firm will undertake to achieve client satisfaction and to satisfy the requirements of the Scope of Work sections.
- F. Provide a separate, sealed envelope titled "FEE SCHEDULE" that includes the hourly rate schedule, subcontractor mark-up percentages, if any, and hourly rates, and any other fees/costs that would be part of the billings for services. The Bid Item Format is shown in Attachment "C".

SUBMISSION OF PROPOSALS:

All proposals are to be submitted to the City of La Palma, Attention Michelle Rusu Administrative Secretary. Proposals are due on October 25, 2018 before 5:00 p.m. **Proposals received after 5:00 p.m. Thursday, October 25, 2018, will be rejected by the**

City as non-responsive. Parties interested in submitting a Proposal are responsible for monitoring the city's website www.cityoflapalma.org for addendum prior to the Proposal submittal.

1. Proposals shall be addressed as follows:

City of La Palma
ENGINEERING PROPOSALS
Attn: Michelle Rusu, Administrative Secretary
7821 Walker Street
La Palma, CA 90623

2. Proposals may be delivered in person as well. Mailed proposals must be received by the City prior to the closing deadline. Postmarks will not be accepted and the City will not assume responsibility for delays in mailing.
3. Proposer shall submit a transmittal letter, signed by an authorized representative of the contracting/engineering firm, with three (3) copies of its proposal.
4. The proposal shall include a separate Fee Schedule with each item described in the scope of services cost breakdown, enclosed in a sealed envelope and shall be included with the proposal package and labeled: "FEE SCHEDULE".

ACCEPTANCE OF PROPOSALS:

1. The City reserves the right to accept or reject any and all offers, or any item or part thereof, or to waive any informalities or irregularities in offers.
2. The City reserves the right to withdraw this RFP at any time without prior notice and the City makes no representations that any contract will be awarded to any proposer responding to this RFP.
3. The City reserves the right to postpone the proposal opening for its own convenience.

PRE-CONTRACTUAL EXPENSES:

The City shall not, in any event, be liable for any pre-contractual expense incurred by proposer in the preparation and submittal of its proposal and proposer shall not include any such expenses as part of its response.

CONTRACT AWARD:

Issuance of this RFP and receipt of responses does not commit the City to award a contract. The City reserves the right to accept or reject any or all proposals received in

response to this RFP and to negotiate with other than the selected Proposer(s) should negotiations with the selected Proposer be terminated. The City reserves the right to apportion the award among two or more Proposers

TERM:

The term of the **GENERAL SEWER MAINTENANCE REPAIR SERVICES** Agreement shall be for (3) three-years with possible two (2), one (1) year extensions. Potential total contract time may be five (5) years.

Attachment "A"

City Professional Services Agreement

AGREEMENT FOR GENERAL SEWER REPAIR SERVICES

THIS AGREEMENT, made and entered into this ____ day of _____ 2018, by and between the CITY OF LA PALMA, CALIFORNIA, a municipal corporation of the State of California, hereinafter referred to as the "City", and _____ hereinafter called and referred to as the "Contractor".

WITNESSETH:

The parties hereto do agree as follows:

1. RECITALS: This AGREEMENT is made and entered into with respect to the following facts:
 - a) That City desires to obtain the following services available through Contractor:

 - b) That the principal(s) of Contractor represent to the City that Contractor is well qualified to perform such services by reason of Contractor's training and experience.
 - c) That the public interest, convenience and necessity require that City obtain such services upon the terms and conditions hereinafter set forth.

2. SERVICES:
 - a) During the term of this Agreement, Contractor shall provide the services set forth in EXHIBIT "A", attached hereto and incorporated herein by this reference, at the location(s) set forth in EXHIBIT "A" and at other locations within the City where such services may from time to time be required.
 - b) When the City desires to add service locations pursuant to this Agreement, the City shall notify Contractor thereof at least thirty (30) days in advance of the time such service shall commence. In the event any service locations are added which are not shown in EXHIBIT "A", the Contractor and the City shall agree to mutually satisfactory compensation for the services to be performed at such additional service locations, unless compensation for services at such additional service locations is otherwise provided for in this Agreement or the attached EXHIBIT(S).
 - c) The Contractor shall equip itself with all necessary labor, equipment and materials to perform the services specified in this Agreement.
 - d) It is understood and agreed that all said services, labor, equipment and materials shall be furnished and all work performed and completed by the Contractor as an independent contractor, subject to the inspection and approval of the City, or the City Representative's office, inspectors, or their representatives.

3. AUTHORITY OF THE CITY REPRESENTATIVE:

a) The "City Representative" shall be Michael S. Belknap, Community Services Director of the City of La Palma, acting personally or through his or her duly authorized agents, each agent acting only within the scope of authority delegated to him or her.

b) The City Representative shall decide any and all questions which may arise as to the quality or acceptability of materials furnished and work performed, and as to the manner of performance and rate of progress of the work. The City Representative shall further decide all questions which may arise as to the acceptable fulfillment of this Agreement on the part of the Contractor; and all questions as to claims and compensations.

c) The City Representative's decisions shall be final, and the City Representative shall have authority to enforce and make effective such decisions and to order that the Contractor carry out such decisions promptly.

4. TERM OF AGREEMENT: This Agreement shall be in full force and effect through _____, 2021, and shall expire on that date, with the option of two (2) additional one (1) year extensions. If the first extension option is exercised, the term may be extended from _____, 2021 through _____. 2022. If the second extension is exercised, the term may be extended from _____, 2022 through _____, 2023, not to exceed a total contract period of five (5) years. The City reserves the right to terminate the Contract without cause with forty-five (45) days written notice.

5. COMPENSATION:

a) Compensation will be determined according to the schedule and/or amounts set forth in EXHIBIT "A", in an amount not to exceed \$_____.

b) The Contractor shall, on a monthly basis, provide the City Representative with an invoice of services performed.

c) Upon receipt of each monthly invoice of services performed and certification of such record by the City Representative, the City will, within thirty (30) days after receipt of such record, pay to the Contractor all certified sums in accordance with EXHIBIT "A".

d) During the term of this Agreement, whenever the Director of Industrial Relations of the State of California issues a general prevailing wage determination that increases the rate to be paid for a specific trade or craft being performed by one or more of Contractor's employees performing work under this Agreement, then, upon each such general prevailing wage determination, the compensation to be paid by the City to the Contractor shall be increased by an amount equal to 100% of the actual additional wage or benefit cost that the Contractor must pay to or on behalf of each of its employees performing the trade or craft under this Agreement and covered by that prevailing wage determination. DIR Wage determination rate increases shall only be adjusted during annual adjustment requests submitted by the contractor.

e) Contractor shall be eligible for an adjustment to its rates on an annual basis beginning May, 2020, and annually thereafter, if applicable, by a percentage equal to the percentage change in the Anaheim – Los Angeles – Riverside Consumer Price Index (CPI) at the end of the initial three

(3) year Agreement for each additional Agreement extension. Contractor shall submit a rate adjustment request notifying the City of the applicable CPI or DIR, whichever is higher but not both, prior to Agreement extension.

6. LICENSE: The Contractor shall take out and maintain during the life of this Agreement a City Business License.

7. INSURANCE AND LIABILITY: The Contractor shall not commence work under this Agreement until it has secured all types and amounts of insurance required under this section, nor shall it allow any Subcontractor to commence work on any subcontract until all similar insurance required of the Subcontractor has been obtained. Without limiting Contractor's indemnification obligations, Contractor shall procure and maintain, at its sole cost and for the duration of this Agreement, insurance coverage as provided below, against all claims for injuries against persons or damage to property which may arise from or in connection with the performance of the work hereunder by Contractor, its agents, representatives, employees, and/or Subcontractors. In the event that Contractor subcontracts any portion of the work, the contract between the Contractor and such Subcontractor shall require the Subcontractor to maintain the same policies of insurance that the Contractor is required to maintain pursuant to this Section 8 of this Agreement.

a) Insurance Coverage Required: The policies and amounts of insurance required hereunder shall be as follows:

i) General Liability (including premises and operations, contractual liability, personal injury, and independent contractor liability): Three Million Dollars (3,000,000.00) per occurrence.

ii) Automobile Liability (including owned, non-owned, leased, and hired autos): One Million Dollars (\$1,000,000.00), single limit, per occurrence for bodily injury and property damage.

iii) Workers' Compensation and Employer's Liability: Workers' Compensation Insurance (if Contractor is required by law to obtain) in an amount required by the laws of the State of California and Employer's Liability Insurance in the amount of One Million Dollars (\$1,000,000.00) per occurrence for injuries incurred in providing services under this Agreement.

iv) Professional Liability (covering errors and omissions): One Million Dollars (\$1,000,000.00) per claim made.

b) Contractor's Insurance General Requirements:

i) Shall be issued by an insurance company which is an admitted carrier in the State of California and maintains a Secure Best's Rating of "A-" or higher; unless otherwise approved by the City;

ii) General Liability, Automobile Liability and Employer's Liability shall name the City, and its officers, officials, employees, agents, representatives and volunteers

(collectively hereinafter "City and City Personnel") as additional insureds and contain no special limitations on the scope of protection afforded to City and City Personnel. All insurance provided hereunder shall include the appropriate endorsements.

iii) Shall be primary insurance and any insurance or self-insurance maintained by the City and/or City Personnel shall be in excess of Contractor's insurance and shall not contribute with it.

iv) Shall be "occurrence" rather than "claims made" insurance, excluding Professional Liability.

v) Shall apply separately to each insured against whom a claim is made or suit brought, except with respect to the limits of the insurer's liability.

vi) Shall be endorsed to state that the insurer shall waive all rights of subrogation against City and City Personnel, excluding Professional Liability.

vii) Shall be written by good and solvent insurer(s) admitted to do business in the State of California and approved in writing by City.

viii) Shall be endorsed to state that coverage shall not be suspended, voided, cancelled, reduced in coverage or in limits, non-renewed, or materially changed for any reason, without thirty (30) days prior written notice thereof given by the insurer to the City by U.S. mail, or by personal delivery, except for nonpayment of premiums, in which case ten (10) days prior notice shall be provided.

c) Deductibles: Any deductibles or self-insured retentions must be declared to and approved by City prior to the execution of the Agreement by City.

d) Evidence of Coverage: The Contractor shall furnish the City with certificates of insurance demonstrating the coverage required by this Agreement which shall be received and approved by City not less than five (5) working days before work commences.

e) Workers Compensation Insurance: The Contractor shall file with City the following signed certification:

"I am aware of, and will comply with, Divisions 4 and 5 of the California Labor Code by securing, paying for, and maintaining in full force and effect for the duration of the Agreement, complete Workers' Compensation Insurance, and shall furnish a Certificate of Insurance to City before execution of the Agreement."

In the event contractor has no employees requiring the Contractor to provide Workers' Compensation Insurance, the Contractor shall so certify to City in writing prior to City's execution of the Agreement. City and City Personnel shall not be responsible for any claims in law or equity occasioned by failure of the Contractor to comply with this section or with the provisions of law relating to

Workers' Compensation.

8. INDEMNIFICATION: The Contractor shall indemnify, defend, and hold the "the City, and its officers, officials, employees, agents, representatives and volunteers ('City and City Personnel')" harmless from and against any and all actions, suits, claims, demands, judgments, attorneys' fees, costs, damages to persons or property, losses, penalties, obligations, expenses or liabilities (hereinafter "claims or liabilities") that may be asserted or claimed by any person or entity arising out of the willful or negligent acts, errors or omissions of the Contractor, its employees, agents, representatives or subcontractors in the performance of any tasks or services for or on behalf of the City, whether or not there is concurrent active or passive negligence on the part of City and/or City Personnel, but excluding such claims or liabilities arising from the sole active negligence or willful misconduct of the City and/or City Personnel. In connection therewith:

a) The Contractor shall defend any action or actions filed in connection with any such Claims or liabilities, and shall pay all costs and expenses, including attorneys' fees incurred in connection therewith.

b) The Contractor shall promptly pay any judgment rendered against the City and/or City Personnel for any such claims or liabilities.

c) In the event the City and/or City Personnel is made a party to any action or proceeding filed or prosecuted for any such claims or liabilities arising out of or in connection with the negligent performance or a failure to perform the work or activities of the Contractor, the Contractor shall pay to the City any and all costs and expenses incurred by the City and/or City Personnel in such action or proceeding, including but not limited to reasonable attorneys' fees and expert witness fees.

9. OBSERVING LAWS AND ORDINANCES: The Contractor shall keep itself fully informed of all existing and future state and federal laws and all county and City ordinances and regulations which in any manner affect the conduct of the work, and of all such orders and decrees of bodies or tribunals having any jurisdiction or authority over same. If any discrepancy or inconsistency is discovered in this Agreement in relation to any such law, ordinance, regulation, order or decree, the Contractor shall forthwith report the same to the City Representative in writing. The Contractor shall at all times observe and comply with and shall cause all its agents and employees to observe and comply with all such existing and future laws, ordinances, regulations, orders and decrees, and shall protect, indemnify and defend the City and City Personnel, and the City Representative, and all of their respective officers, employees, and representatives against any claim or assertion of liability, or liability arising from or based on the violation of any such law, ordinance, regulation, order or decree, whether by the Contractor or by its agents, representatives, employees, or Subcontractors.

10. LABOR CODE OF CALIFORNIA: The Contractor's attention is directed to Division 2, Part 7, Chapter 1 of the Labor Code of the State of California and especially to Article 2 (Wages) and Article 3 (Working Hours) thereof. If this work requires the payment of prevailing wages in accordance with Labor Code section 1720 *et seq.*, the Contractor shall comply with all seven (7) of the following:

a) In accordance with Section 1773 of the Labor Code, the City Council of the City of La Palma has found and determined the general prevailing rates of wages in the locality in which the public work is to be performed are those contained in that certain document entitled PREYAILING WAGE SCALE, copies of which are maintained at City Hall, and are available to any interested party on request. Contractor shall post a copy of said document at each job site.

b) In accordance with Section 1773.1 of the Labor Code, the Contractor shall pay travel and subsistence payments to each worker needed to execute the work, as such travel and subsistence payments are defined in the applicable collective bargaining assurances filed with the Department of Industrial Relations.

c) Labor Code section 1776 is hereby incorporated as truly as if fully set forth herein. The Contractor and each subcontractor shall keep accurate payroll records containing or verified by a written declaration made under the penalty of perjury in compliance with Labor Code section 1776. In accordance with Labor Code Section 1771.4, the Contractor shall furnish the records specified in Labor Code Section 1776 directly to the California Labor Commissioner at least monthly (or more frequently if specified in the Special Provisions) in a format prescribed by the Labor Commissioner. The Contractor shall also submit certified payrolls to the City Engineer, including certified payrolls for all Subcontractors, at any tier, performing work on the site, regardless of the dollar amount or type of subcontract, if required by the Special Provisions.

d) Pursuant to Labor Code Section 1810 it is stipulated hereby that eight (8) hours labor constitutes a legal day's work hereunder.

e) Pursuant to Labor Code Section 1813, it is stipulated hereby that the Contractor shall, as a penalty to the City, forfeit \$25 for each worker employed in the execution of this Agreement by the Contractor or by a Subcontractor hereunder for each calendar day during which such worker is required or permitted to work more than eight (8) hours in any one calendar day or more than forty (40) hours in any one calendar week in violation of the provisions of Article 3 (commencing with Section 1810), Chapter 1, Part 7, Division 2 of the Labor Code.

f) The Contractor is aware of and will comply with the provisions of Labor Code Sections 1777.5 and 1777.6 with respect to the employment of apprentices. Pursuant to Section 1777.5 it is hereby stipulated that the Contractor will be responsible for obtaining compliance therewith on the part of any and all subcontractors employed by him or her in connection with this Agreement.

g) Pursuant to Labor Code Section 1775, it is hereby stipulated that the Contractor shall, as a penalty to the City, forfeit not more than \$50 for each calendar day, or portion thereof, for each worker paid less than the prevailing rates as determined by the Director of the Department of Industrial Relations for the work or craft in which the worker is employed for the Work under this Agreement by the Contractor or by any Subcontractor under the Contractor. The contractor shall be responsible to ensure that all contracts executed between the Contractor and the subcontractor for performance of Work on the project shall include a copy of the provisions of Labor Code Sections 1771, 1775, 1776, 1777.5, 1813, and 1815.

h) Pursuant to Labor Code Section 1771.4, the performance of the Wok is subject to compliance monitoring by and enforcement by the California Department of Industrial Relations, and

the Contractor shall post site notices, as prescribed by regulation.

11. ASSIGNMENT: The Contractor shall not assign, hypothecate, or otherwise transfer this Agreement or any portion hereof, without first obtaining the written consent of the City. If such an assignment, hypothecation, or transfer is made or attempted by the Contractor, the assignment, hypothecation, or transfer shall be void; and the City, at its sole option, may terminate this Agreement upon the giving of a 24-hour written notice to the Contractor of such termination.

12. PERFORMANCE: If the Contractor should neglect to prosecute the work properly, or fail to perform any provisions of this Agreement, the City, after five (5) days written notice to the Contractor, may without prejudice to any other remedy the City may have, make good such deficiencies and may deduct the cost thereof from the payment then or thereafter due the Contractor, provided, however, that the City Representative shall approve such action and certify the amount thereof to be charged to the Contractor.

13. NOT AN AGENT OF CITY: It is expressly understood and agreed that the Contractor herein named in the furnishing of all services, labor, materials and equipment and performing the work as provided in this Agreement is acting as an independent contractor and not as an agent, servant or employee of the City.

14. PARTY ADDRESSES: Any notice, payment, or instrument required or permitted to be given or delivered by this Agreement may be given or delivered by personal delivery or by depositing the same in any United States mail depository, first class postage prepaid, and addressed as follows, or to such other address provided by a written notice from one party to the other:

If to the City:	CITY OF LA PALMA 7822 Walker Street La Palma, CA 90623
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If to the Contractor:	CONTRACTOR Address City, State, Zip Code
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15. WARRANTIES: Except for the manufacturer's factory warranty, the Contractor disclaims all warranties with respect to materials supplies hereunder, and further disclaims any and all liability for failure to perform or delay in performance hereunder where the same is due in whole or in part to any cause beyond Contractor's reasonable control, such as, but not limited to, fire, flood, earthquake, lightening, strike, or other labor difficulty.

16. ATTORNEYS' FEES: In any action or proceeding between the parties hereto seeking interpretation or enforcement of any of the terms or provisions of this Agreement, the prevailing party in such action or proceeding shall be entitled to and recover from the other party its reasonable attorneys' fees and other reasonable expenses in connection with such action or proceeding.

17. SEVERABILITY: If any portion of this Agreement is held by a court of competent

jurisdiction to be invalid, void, illegal, or unenforceable, the remainder of the provisions hereof shall remain in full force and effect and shall in no way affect, impair, or invalidate any other term, covenant, or condition, or provision contained in this Agreement.

18. INTEGRATION, CONSTRUCTION, AND AMENDMENT: This Agreement contains the entire understanding of the parties herein and supersedes any and all other written or oral understandings as to those matters contained herein, and no prior oral or written understanding shall be of any force or effect with respect to those matters covered thereby. This Agreement shall be construed and interpreted with and shall be governed and enforced in all respects according to the laws of the State of California and as if drafted by both parties. No amendment, change or modification of this Agreement shall be valid unless in writing, stating that it amends, changes or modifies this Agreement, signed by all the parties hereto.

19. SPECIAL PROVISIONS: Any special provisions applicable to this Agreement are set forth in EXHIBIT "B", attached hereto and incorporated herein by this reference.

IN WITNESS WHEREOF, this Agreement has been executed as of the date first written above.

CITY

Gerard Goedhart
Mayor

ATTEST:

Kimberly Kenney
Deputy City Clerk

CONTRACTOR

By: _____

Title

By: _____

Title

Attachment "B"

California Labor Code Excerpts

EXHIBIT D
CALIFORNIA LABOR CODE COMPLIANCE
(Labor Code §§ 1720 et seq., 1813, 1860, 1861, 3700)

If this Agreement calls for services that, in whole or in part, constitute “public works” as defined in the California Labor Code, then:

1. This Agreement is subject to the provisions of Division 2, Part 7, Chapter 1 (commencing with Section 1720) of the California Labor Code relating to public works and the awarding public agency (“City”) and Consultant agrees to be bound by all the provisions thereof as though set forth in full herein.
2. Consultant shall be registered with the Department of Industrial Relations (“DIR”) in accordance with California Labor Code Section 1725.5 and has provided proof of registration to City prior to the Effective Date of this Agreement.
3. Consultant shall comply with the provisions of California Labor Code Sections 1771, 1774 and 1775 concerning the payment of prevailing rates of wages to workers and the penalties for failure to pay prevailing wages. The applicable prevailing wage determination(s) may be obtained at (<http://www.dir.ca.gov/OPRL/DPreWageDetermination.htm>), are on file with City, and are available to any interested party upon request. Consultant shall, as a penalty to City, forfeit not more than two-hundred dollars (\$200) for each calendar day, or portion thereof, for each worker paid less than the prevailing rates as determined by the Director of Industrial Relations for the work or craft in which the worker is employed for any public work done under this Agreement by Consultant or by any subcontractor.
4. Pursuant to California Labor Code Section 1771.4, Consultant’s services are subject to compliance monitoring and enforcement by the Department of Industrial Relations. Consultant shall post job site notices as prescribed by DIR regulations and agrees to furnish the records specified in California Labor Code Section 1776 directly to the Labor Commissioner in the manner prescribed by California Labor Code Section 1771.4(a)(3) and (c)(2).
5. Consultant shall comply with the provisions of California Labor Code Section 1776 which, among other things, require Consultant and each subcontractor to (1) keep accurate payroll records, (2) certify and make such payroll records available for inspection as provided by Section 1776, and (3) inform City of the location of the records. Consultant is responsible for compliance with Section 1776 by itself and all of its subcontractors.
6. Consultant shall comply with the provisions of California Labor Code Section 1777.5 concerning the employment of apprentices on public works projects, and further agrees that Consultant is responsible for compliance with Section 1777.5 by itself and all of its subcontractors.

7. Consultant shall comply with the provisions of California Labor Code Section 1813 concerning penalties for workers who work excess hours. Consultant shall, as a penalty to City, forfeit twenty-five dollars (\$25) for each worker employed in the execution of this Agreement by Consultant or by any subcontractor for each calendar day during which such worker is required or permitted to work more than eight (8) hours in any one calendar day and forty (40) hours in any one calendar week in violation of the provisions of Division 2, Part 7, Chapter 1, Article 3 of the California Labor Code.
8. California Labor Code Sections 1860 and 3700 provide that every contractor will be required to secure the payment of compensation to its employees. In accordance with the provisions of California Labor Code Section 1861, Consultant hereby certifies as follows:

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

Date _____ Signature _____

Attachment "C"

Sewer Construction Specifications

ATTACHMENT “C”
SCOPE OF WORK
AND
SPECIFICATIONS
FOR
GENERAL SEWER REPAIR

SERVICES (CITYWIDE)
CITY PROJECT NO. 18-SWR-01

CITY OF LA PALMA
PUBLIC WORKS DEPARTMENT

1. GENERAL

A. SCOPE

- B.** The City of La Palma has approximately 150,000 lineal feet of sewer lines and 20 “hot spots” located Citywide.

The scope of work included in the proposal shall include the following:

The work to be done consists of the removal and replacement of vitrified clay pipe (VCP) with PVC sewer pipe, existing sewer lateral connections, and rehabilitation of existing sewer manholes. The work includes trenching, removal, replacement and disposal of existing sewer lines, sewer manholes, sewer lateral connections, asphalt concrete pavement, aggregate base, excavation materials, traffic control, other miscellaneous work, and all labor, material, equipment, and transportation necessary for the project, and as described in these documents.

Such other items or details not mentioned above, that are required by the RFP, Standard Specifications, or these Special Provisions, shall be performed, placed, constructed or installed to make the new sewer line, new sewer lateral connections and new sewer manholes complete and functional. The project specifications are detailed in Attachment “C”.

Typically, due to the City’s sewer depths, shallow groundwater conditions, loose soils, and miscellaneous other conditions, box shoring is necessary.

- C. The Contractor shall furnish all tools, equipment, apparatus, facilities, labor, services and material to perform all work necessary to conduct the general sewer repair maintenance services Citywide in accordance with the highest standards.

All work shall be performed in accordance with the Standard Specifications for Public Works Construction, latest edition, and the City of La Palma requirements. Traffic Control shall be set in accordance with the requirements of the City of La Palma Department of Public Works and the WATCH Manual. The Contractor shall comply with all applicable Federal, State, and Local safety requirements. The Contractor shall obtain a City of La Palma Business License, and all other required permits.

2. WORKING HOURS

General: Work will ordinarily be performed between the hours of 7:00 am and 5:00 pm, Monday through Thursdays. **City Hall and Community Service/Public Works are closed on Fridays and the successful bidder will make work arrangements for any work required to be conducted on Fridays.** During emergencies, work may be required at other than normal hours. The hourly rates requested in the bid proposal for emergency work is for work outside of these normal hours of operation.

3. SCOPE OF WORK

The work to be done consists of the removal and replacement of vitrified clay pipe (VCP) with PVC sewer pipe, existing sewer lateral connections, and rehabilitation of existing sewer manholes. The work includes trenching, removal, replacement and disposal of existing sewer lines, sewer manholes, sewer lateral connections, asphalt concrete pavement, aggregate base, traffic control, other miscellaneous work, and all labor, material, equipment, and transportation necessary for the project, and as described in these documents.

Such other items or details not mentioned above, that are required by the plans, Standard Specifications, or these Special Provisions, shall be performed, placed, constructed or installed to make the new sewer line, new sewer lateral connections and new sewer manholes complete and functional.

Typically, due to the City's shallow groundwater conditions, loose soils, and miscellaneous other conditions, box shoring is necessary.

4. STANDARD SPECIFICATIONS AND STANDARD DRAWINGS

The Standard Specifications for Public Works Construction (most recent), commonly called the "Green Book," City of La Palma Standard Plans, APWA Standard Plans (most recent), California Department of Transportation (CalTrans) Standard Plans (most recent), and State of California Manual on Uniform Traffic Control Devices, or MUTCD (most recent), are made a part of the Specifications. All provisions applicable to the work to be performed according to these drawings and Special Provisions of this project shall apply whether specifically referred to in these documents or not. References to these Standard Specifications have been made in the Special Provisions. These references apply directly to the work the Contractor is to perform.

5. REMOVAL AND DISPOSAL OF EXISTING IMPROVEMENTS

All existing improvements required to be removed by construction of the new work shall become the property of the Contractor & shall be removed and disposed of in accordance with the provisions of Section 300-1 of the Standard Specifications, Regional Supplement Amendments, and as directed by the Engineer. Existing pavement and cross gutter shall be saw cut prior to removal. Compensation for removal and disposal of excess material, pavement, cross gutter, etc., is considered included in the contract unit price paid for various items of work and no other compensation will be allowed therefore.

The Contractor has sole discretion on the means of hauling away the removal items. The Contractor shall provide documentation for materials hauled away and subsequently recycled in compliance with AB 939. Documentation shall be submitted with the Contractor's monthly billing. Failure to provide material/recycling documentation will result in the holding of processing the monthly billing.

The Contractor may use Contractor's own vehicles and employees to haul waste that is incidental to the contract. If the Contractor self hauls waste material, he or she must designate the specific State permitted landfill or recycling facility that will be used to dispose of any waste material generated on the job. If the Contractor does not designate a State permitted disposal site, he or she shall obtain a hold harmless agreement acceptable to the City Risk Manager and the City Attorney.

The full compensation for removal and disposal of existing improvements is considered included in the unit prices paid for the various items of work.

No additional compensation shall be paid to the Contractor for expenses incurred for repairing or replacing private utilities (e.g. water, gas, electric, telephone, cable, etc.) damaged during the removal of the various improvements.

6. TRENCH EXCAVATION AND GRADING

All excavation, export, backfill, and re-compaction necessary to obtain the finished grades as shown on the plan shall be done in accordance with Section 300 and 301 of the Standard Specifications, and Supplement Amendments, applicable standard drawings, and as directed by the Engineer. Excess materials shall become the property of the Contractor and shall be removed from the site.

Section 4216/4217 of the government code requires a dig alert identification number be issued before a "Permit to Excavate" will be valid. For your "Dig Alert" I.D. number, call Underground Service Alert toll free at 1-800-422-4133 two working days before digging.

The cost of this work including removal and disposal of excess material is considered included in the unit price paid for various items of work and no additional compensation shall be allowed therefore.

7. REMOVAL & REPLACEMENT OF EXISTING SEWER PIPE WITH P.V.C. PIPE AND SEWER LATERAL CONNECTIONS

Saw cutting of existing concrete and asphalt concrete paving prior to removal will be required at all locations and shall be in accordance with Section 300-1 of the Standard Specifications.

Due to the City's shallow groundwater conditions, dewatering is required for all trench excavations. The contractor shall furnish, install, and operate a dewatering system, including pumps, piping, settling basin and obtaining required permits from the Regional Water Control Board as necessary. **The costs for any dewatering are included in the various items of work and no additional compensation shall be allowed therefore.**

It shall be the Contractor's responsibility to divert sewage flow so that the improvements can be constructed WITHOUT backup of sewage, health hazard and public inconvenience. A sewage diversion plan shall be submitted to the City for review, 10 working days prior to the start of any work that changes the existing sewage flow. The plan shall include, but is not limited to, the location of sewage by-pass installations, pumps, pump pits, high lines and type and schedule of work being performed. The plan shall provide a complete description of work being performed, emergency contact phone numbers, spill control procedures, emergency response procedures and 100% system redundancy. The plan shall provide for an on-site review and approval by the City prior to implementation. No work shall be performed that diverts sewage flow until the City has reviewed and approved the proposed sewage flow diversion plan and the City has performed a site inspection of the procedures, materials and equipment to be employed.

If spillage occurs, all other work shall stop immediately and clean up of the sewage spill shall take precedence over all other work. Contractor shall prevent any sewage flow into any natural or storm drainage system. All sanitary sewer overflows (SSO's) must be reported immediately. This work shall be considered as part of the installation of the sewer main. The Contractor shall be responsible for all spills and

The Contractor shall plan the construction so as to minimize the time required for pumping.

The Contractor shall submit to the City an action plan in case of any spills occurring on the project site, and also notify the California Regional Water Quality Control Board of such occurring spills immediately by contacting the Board and submitting to the Board the necessary documentation.

All highlines shall be watertight and all spills shall be cleaned up immediately.

ANY FINE(S) OR PENALTIES IMPOSED BY THE BOARD DUE TO THE CONTRACTOR'S NEGLIGENCE SHALL BE BORNE BY THE CONTRACTOR.

The Contractor shall not be allowed to excavate more than the amount of work, which can be complete within the workday at a time prior to installation of the trench. The Contractor shall backfill to existing surface all open trenches at the end of each working day. Temporary pavement repairs shall be provided, with a minimum of 2-inch "Cold Mix" asphalt concrete. Subject to the approval of the City Engineer an alternate to backfilling may be steel plating with sufficient strength to support all traffic loads. If steel plating is used, the maximum length shall be no longer than 20 feet. The cost shall be included in the various unit price bid for sewer items in the bid proposal.

The Contractor shall provide a Progress and Schedule of work, including critical path which shows the phasing of his construction operations. The Contractor shall outline in detail the proposed method of laying the sewer main with the following considerations:

1. Safety and health
2. Convenience to the traveling public
3. Convenience to the property owners and tenants
4. Areas to be high lined and method to keep the existing sewer mains and laterals in service

The above will be submitted at the pre-construction conference and will be submitted for approval by the City. The Contractor may vary from the approved schedule with the City Engineer's or designee written approval.

Where sewer trench crosses any water lines, Contractor shall compact soil in trench (5 feet minimum on each side of crossing – the full depth of the trench) to a minimum of 95% relative compaction. In addition, said crossing area shall be free of rocks greater than 2 inches for a depth of 3 feet below the water line and up to bottom of pavement section.

Any shoring required shall be included in the contract bid item for the various items of work and no additional compensation will be allowed therefore.

The sewer laterals may be wye connections and shall be considered one unit connected to the sewer main. If the lateral and main are vitrified clay, the main line shall be snapped to install a factory clay pipe wye or tee utilizing band clamps. Approval from the City Inspector is required prior to encasement. If integral bell gasketed joints are used, the joint shall be designed, so that when assembled, the gasket (which is attached to either bell or spigot) will be compressed radially on the pipe spigot or in the bell to form a watertight seal.

Exact locations of the new lateral connections will be determined in the field while preparing the site for improvements by the Contractor and the City's inspectors.

ONE (1) Sack Concrete Slurry shall be placed from the top of the pipe bedding rock to 4-inches below finished pavement grade as the backfill materials for the sewer line trench. All sewer line repairs shall be conducted using PVC materials of equal inside diameter to the existing sewer line.

The Contractor shall notify each affected resident in person one week in advance before starting construction and shall provide access to their property during construction.

8. TRENCH SHORING

Shoring for open trench excavations shall be in accordance with applicable State and Federal regulations, particularly Cal OSHA. Shoring shall be designed and installed to provide for safety of the workmen and to protect property. An excavation permit is required from the State Division of Industrial Safety. Provide and submit signed calculations (by Professional Engineer) for all shoring. **Full steel shield shoring is required for all excavations.** Contractor shall provide evidence of the required permit at the pre-construction meeting. Contractor shall also provide a shoring and excavation plan at the pre-construction meeting for the City to review.

Multiple bench excavation is not allowed. The Contractor shall be responsible for acquiring all permits and calculations for trench shoring. Full compensation for all labor and equipment required shall be considered included in the various bid items.

9. ASPHALT CONCRETE PAVEMENT AND TACK COAT

All asphalt concrete (AC) and seal coating shall be according to the provisions of of the Standard Specifications and applicable Regional Standard Drawings. The base course of the AC section shall be 3/4" Type III, Class B3 and the top 1 1/2" surface course shall be a 1/2" Type III, Class C3 according to Section 400-4 of the Standard Specifications.

Performance Grade 64-10 paving asphalt shall be used. Tack coat shall be included as part of asphalt paving operations.. The tack coat shall be SS-1h and shall be according to the provisions of Section 302-5.10 of the Regional Supplement Amendments. **The asphalt repair shall include a 1 1/2 - inch grind with 1 foot overlap onto existing pavement along the entire perimeter of the trench cut.**

The Contractor shall submit a job mix formula one week before paving for approval by the City for each source of supply and type of mixture specified.

Before placement of the pavement the Contractor shall place identification locators on top of all manholes, valve lids, vault covers, etc. that must be raised by the various utilities after the pavement operation. It is the responsibility of the Contractor to preserve the location of all manholes, valve lids, vault covers, pavement delineators, etc. once they are covered by the overlay and before being raised to grade.

The contract unit price paid for "**ASPHALT REPAIR**" shall include full compensation for preparation, tack coat, providing and placing identification locators, and asphalt concrete overlay, and all labor, materials, tools, equipment and incidentals, and for doing all the work involved in place, as specified in the Standard Specifications and these Special Provisions, and no additional compensation will be allowed.

10. CRUSHED AGGREGATE BASE

Crushed aggregate base shall conform to the requirements of Section 200-2.2, 200-1.1 and 200-1.2 of the Standard Specifications, Regional Supplement Amendments and Standard Special Provisions. The base shall be laid in thickness as required by the City.

11. SAW CUTTING

Saw cutting of existing concrete and AC paving prior to removal will be required and shall be in accordance with Section 300-1 of the Standard Specifications.

The Contractor shall reduce or eliminate saw-cut slurry discharges to gutters, storm drains, and watercourses. The Contractor shall shovel, absorb or vacuum

the slurry residue from the pavement or gutters and remove from the site at the end of the day or job (whichever is sooner). Compensation for saw cutting shall be considered included in the contract unit price paid for various items of work and no other compensation will be allowed therefore.

12. PUBLIC CONVENIENCE AND SAFETY (TRAFFIC CONTROL)

Public convenience and safety shall be according to the Standard Specifications for Public Works Construction. Two weeks before starting work, the Contractor shall submit traffic control plans for the City Engineer's approval. The Contractor shall comply with the traffic control plans. Traffic control shall conform to CalTrans "Manual of Traffic Controls", latest edition or the WATCH manual. **The Contractor shall notify each affected resident in person forty-eight (48) hours before starting the project and closing of driveways (if any).** The Contractor shall provide the property owners, access to their property during construction. The use of "No Parking" traffic sign must be placed 72 hours (weekends not included) in advance. Contractor shall notify the City Inspector when "No Parking" signs have been set. The Contractor shall make any necessary arrangements with the trash collection service for the City and is required to maintain trash pick-up services for those property owners affected by the work.

It is the responsibility of the Contractor performing work on a City street to install and maintain the traffic control devices and such additional traffic control devices as may be required to insure safe movement of traffic motorists, bicyclists and pedestrian through and around the work area and provide maximum protection and safety to construction workers

The City Engineer or designee reserves the right to observe the traffic control plans in use and to make changes as field conditions warrant. Any changes will supersede the plans and will be done solely at the Contractor's expense. The Contractor shall be fully responsible for the adequacy of any traffic plan used. The Contractor shall notify the City Engineer or designee at least two (2) working days before starting any construction detour.

The cross traffic at intersecting streets shall always be maintained. Driving across newly placed asphalt into driveways will not be allowed until the overlay has cooled and become firm enough to prevent displacement and tracking.

The Contractor shall cover all open trenches at the end of each day. **All trench plates shall be recessed.**

The Contractor shall replace all roadway striping, pavement markings and legends removed and damaged during construction of work.

The full compensation for performing all the work necessary to comply with these provisions, including any striping, pavement markings and legends is considered included in the various bid items and no additional compensation will be allowed.

13. PROTECTION AND RESTORATION OF EXISTING IMPROVEMENTS

Protection and restoration of existing improvements shall conform to Section 7-9 of the Standard Specifications for Public Works Construction and as described below.

Trees, shrubs, and other plants that are not to be removed, irrigation boxes/valves, sprinklers and pole lines, fences, planters, signs, iron pipes, markers and monuments, buildings and structures, conduits, pipelines under or above ground, sewer and water lines, street facilities, and any other improvements or facilities within or adjacent to the right-of-way shall be protected from injury or damage.

If the objects are injured or damaged because of the Contractor's operations, they shall be replaced or restored at the Contractor's expense.

Contractor shall take photographs of the existing improvements that clearly show the existing improvements prior to start of work and provide copies to the City.

Work performed under this section will ensure that the private property will be restored to an "as good as" or "better than" condition as compared with conditions existing prior to commencement of construction. The City Engineer or designee shall determine whether or not the private property has been restored satisfactorily. The Contractor shall provide signed releases from each property owner acknowledging that the work within or next to their property has been done satisfactorily.

Full compensation for furnishing all labor, materials, tools, equipment, and incidentals, and for doing all work involved in protecting, adjusting, replacing or repairing property, matching new improvements to existing improvements, matching new grades to existing grades, shall be considered as included in the bid prices paid for the various items of work and no additional compensation will be allowed therefore. Full compensation for the items mentioned shall include all labor, materials, tools, equipment and incidentals for doing all the work involved.

All other items shown on plans for which there is no specific bid item and were not mentioned above are considered part of the contract unit prices paid for various items of work and no additional compensation shall be allowed therefore.

14. CONSTRUCTION DURING PERIODS OF RAINFALL

The Contractor shall take precautions to allow flow of storm water during periods of rainfall such that the flow will not damage private property or construction being accomplished under this contract. Any damage occurring shall be repaired at the expense of the Contractor, as well as clean-up of all areas required due to flow of mud, silt or debris from or into the construction operations. The Contractor shall be required to comply with all requirements of the Federal Environmental Protection Agencies construction permit criteria associated with the Federal National Pollution Discharge Elimination System.

The Contractor is required to implement Best Management Practices (BMPs) during construction to prevent pollution of the storm water conveyance systems. Also, adjacent storm drain inlets shall be protected at all times during the construction of the new improvements.

15. CONTRACTORS LICENSE

Work performed under this contract requires the Contractor to possess a valid Class A – “General Engineering Contractor” license in accordance with the provisions of Chapter 9, Division 3 of the Contractor State License Board (CSLB) Business and Professions Code and its implementing regulations.

16. CALLS FOR INSPECTION

The Contractor shall give 24-hour notice on all calls for inspection. Any work performed without benefit of inspection shall be subject to rejection and removal. For inspection call (714) 690-3310.

17. CLEANING AND CLEAN-UP

Contractor shall not permit the adjacent property, public or private, to become dirty and unsightly because of work under this section or specifications. Use water or other means to control dust generated by work noted herein. All water and equipment necessary to provide dust control shall be included in the unit contract prices bid for the project.

18. DAMAGE

Should any work under this contract damage or cause to be damaged any item or items not scheduled to be removed, such items shall be restored to their original condition and position, or shall be replaced, all at the Contractor's

expense. All repairs or replacements shall be performed to the satisfaction of the Project Engineer.

19. SUBMITTALS

The Contractor shall furnish a list of the Contractor's sources of materials and the locations at which those materials will be available for inspection. Materials to be used in the work will be subject to inspection and test by the Engineer. The Contractor shall furnish without charge such samples as maybe required. The list must be furnished to the Engineer preferably before or at the time of the pre-construction meeting.

The Contractor shall allow a minimum of twenty (20) working days for review of submittals, and shall be furnished to the City Engineer or designee in sufficient time to permit inspecting and testing of materials to be furnished from the listed sources in advance of their use.

Materials shall not be furnished or fabricated, nor any work done for which submittals are required. Neither review nor approval of submittals by the City Engineer or designee shall relieve the Contractor from responsibility for errors, omissions, or deviations from the contract documents, unless specifically called to the attention of the City Engineer.

Submittals shall consist of the appropriate combination of catalog sheets, material lists, manufacturers' brochures, technical bulletins, specifications, diagrams, or product samples, necessary to describe a system, product, or item.

20. WAGE RATES

Contractors are obligated to pay prevailing wages to persons employed by them for work under this contract.

BID ITEMS

The City will choose the Contractor based on several factors: responsibility based on similar work performed at other municipalities and unit prices. Below is the format of unit pricing, which will need to be included with your proposal.

Item	Unit Price (\$)
1. Spot Repairs, including installation of Tees and Wyes	Lump Sump (less than or equal to 10 lf of sewer line repair)
2. Asphalt Repair Cost	(\$/ton)
3. Aggregate Base (CAB) Repair Cost	(\$/ton)
4. Concrete Slurry (Zero Sack Slurry)	(\$/cubic yard)
5. Lug at Manhole Connection	(\$/each)
6. Additional Sewer Pipe Repair Greater than 10-feet in Length (must include price for 8", 10", and 12" PVC)	
0 to under 5 feet	(\$/lineal foot)
5 to under 7 feet	(\$/lineal foot)
7 to under 9 feet	(\$/lineal foot)
9 to under 11 feet	(\$/lineal foot)
11 to under 13 feet	(\$/lineal foot)

The same format shall be used for 8", 10", and 12" pipe. The Contractor shall provide separate bid sheets for each pipe size. Traffic Control shall be paid through the bid items and no additional compensation will be allowed per the Standard Specification for Public Works Construction