

SPECIFICATIONS AND CONTRACT DOCUMENTS
FOR

**WASTEWATER TREATMENT FACILITY DIGESTER 2 & 3 CLEANING
PROJECT no. c401607**



DONNA MEYERS, MAYOR

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DEPARTMENT OF PUBLIC WORKS

CITY OF SANTA CRUZ

**BID OPENING: THURSDAY MARCH 25, 2021
2:00 P.M.**

A mandatory pre - bid site visit will be held at the City of Santa Cruz Wastewater Treatment Facility on 110 California Street, Santa Cruz, CA 95060 on Thursday, March 18, 2021 at 10am.

Closing time to receive bids
will be verified by the on-line clock maintained by the
US Naval Observatory, found at: <http://tycho.usno.navy.mil/simpletime.html>.

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NOTICE INVITING SEALED PROPOSALS OR BIDS

Notice is hereby given that the City of Santa Cruz, County of Santa Cruz, State of California, hereby invites sealed proposals or bids for the following work, all as more particularly and in detail set forth in those certain plans, specifications and contract documents herefore, to wit:

"Wastewater Treatment Facility Digester 2 & 3 Cleaning"

on file with the Public Works Department of said City of Santa Cruz.

The plans and specifications and contract documents may be examined and copies secured from the office of the Public Works Department, City Hall, Santa Cruz, (831) 420-5160. The City's website (<http://www.cityofsantacruz.com/business/bidding-information>) also contains a link to ebidboard where the bid documents may be downloaded free of charge. Technical questions regarding the plans and specifications shall be directed to David Glucs, Associate Professional Engineer, at 831-420-5194.

This project is subject to compliance monitoring and enforcement by the Department of Industrial Relations (DIR). State Prevailing wages as published by the State of California DIR are required for all workers, including those employed by subcontractors. All contractors and subcontractors must be registered with the DIR to be qualified to bid on this project pursuant to Labor Code section 1725.5 and 1771.1. Refer to DIR website, <http://www.dir.ca.gov>, to register and to find the correct wage rates and answers to questions related to prevailing wage requirements.

It shall be mandatory upon the Contractor to whom the contract is awarded, and upon any subcontractor under him/her, not to pay less than the said specified rates to all laborers, workers and mechanics employed by him/her in the execution of the contract.

Bidders are hereby notified that, pursuant to the provisions of Chapter 3.10 of the Santa Cruz City Municipal Code, the Contractor and all Subcontractors must make good faith efforts to hire qualified individuals who are local residents of Santa Cruz County as workers on City public works projects valued at greater than \$100,000. Additionally, at least one of the individuals hired pursuant to Chapter 3.10 above shall be an approved apprentice.

Notice is also hereby given that all bidders shall submit, with their proposals or bids, a sworn statement of their financial responsibility, technical ability and experience. Such sworn statement may be required to be furnished before award is made to any particular bidder.

No sealed proposal or bid will be accepted from a Contractor who has not been licensed in accordance with the provisions of Chapter 9, Division III of the Business and Professions Code, as amended.

Each sealed proposal or bid shall be in accordance with the plans and specifications adopted therefore, submitted on the proposal form attached and hereby made a part of these specifications and contract documents, and shall be accompanied by a certified check, cashier's check, or bidder's bond made payable to the order of the City of Santa Cruz, California, for an amount not less than (10) percent of the amount of the proposal.

The above mentioned certified check, cashier's check, or bidder's bond shall be given as a guarantee that the bidder will enter into a contract, if awarded, and will be declared forfeited if the successful bidder refuses, or fails to enter into said contract, and furnish said bonds within the time specified after being notified to do so by the City of Santa Cruz.

All proposals for the above mentioned work will be received by the City of Santa Cruz, until 2:00 p.m. on Thursday March 25, 2021, at the Public Works Office, Rm 201, 809 Center Street, Santa Cruz, California, 95060 in a sealed envelope plainly endorsed:

"Wastewater Treatment Facility Digester 2 & 3 Cleaning"

and will be opened and publicly read aloud by the Public Works Department. COVID-19 social distancing protocols will be maintained through the bid opening process.

The successful bidder will be required to furnish a Labor and Material Bond in the amount equal to one hundred (100) percent of the contract price, and a Faithful Performance Bond in an amount equal to one hundred (100) percent of the contract price, said bonds to be issued by a corporate surety company approved by the City Attorney.

The Contractor will be allowed five (5) calendar days after receiving written notice that the contract has been awarded to him/her by the City Council within which to deliver the Agreement with his/her signature affixed thereto, together with the completed aforementioned bonds, to the City Manager of the City of Santa Cruz.

The City of Santa Cruz reserves the right to accept any bid or to reject any and all bids and waive any irregularity or minor defects in any proposal received.

Unless otherwise required by law, no bidder may withdraw his/her bid for a period of thirty (30) days after the date set for the opening thereof.

Where possible, bids will be compared on the basis of the Engineer's estimate of the quantities of work to be performed.

A mandatory pre - bid site visit will be held at the City of Santa Cruz Wastewater Treatment Facility on 110 California Street, Santa Cruz, CA 95060 on Thursday, March 4, 2021 at 10:00 am.

Dated: February 23, 2021

Director

Chris Schneider PE, Assistant Public Works

City Hall
Santa Cruz, CA 95060

PROPOSAL
Santa Cruz, California

To: The Council of the City of Santa Cruz

Proposal of:

Business Address

Contractor License # _____

DIR # _____

Phone _____

FAX No. _____

Residence Address

To furnish and deliver all materials and to do and perform all work in accordance with the plans and contract documents of the City of Santa Cruz for

"Wastewater Treatment Facility Digester 2 & 3 Cleaning"

and referred to the "Notice Inviting Sealed Proposals or Bids" dated February 23, 2021, and also the site of work, and will provide all necessary machinery, tools, apparatus, and other means of construction and do all work and furnish all materials required by said specifications, general conditions, special conditions, and drawings in the manner prescribed therein said contract.

The undersigned bidder understands that any quantities of work shown herein are approximate only and are subject to increase or decrease, and offers to do the work whether the quantities are increased or decreased at the unit prices, if required, as stated in the following tabulation. The undersigned bidder agrees to take in full payment for the work, including all applicable State and local taxes, the amount shown on the bid sheet.

Please note closing time to receive bids will be verified according to the on-line clock maintained by the

US Naval Observatory, found at: <http://tycho.usno.navy.mil/simpletime.html>.

WASTEWATER TREATMENT FACILITY DIGESTER 2 & 3 CLEANING - BID SHEET

PROPOSAL BY: _____
Contractor's Name

<u>ITEM NO.</u>	<u>QUANT</u>	<u>UNIT</u>	<u>DESCRIPTION OF ITEMS</u>	<u>UNIT PRICE</u>	<u>TOTAL</u>
1.	1	L.S.	Mobilization	_____	_____
2.	1760	C.Y.	Complete removal of all contents in Digester 2 and Digester 3. Leave both tanks clean, dry and empty.	_____	_____
3.	325	DRY TON	Provide all transportation and disposal of sludge on a dry ton basis.	_____	_____
4.	20	DRY TON	Provide all transportation and disposal of trash on a dry ton basis.	_____	_____
a. SUBTOTAL					_____
b. 10% CONTINGENCY					_____
GRAND TOTAL (a+b)					_____

 (Total Price in Words)

The undersigned also agrees as follows:

It is understood that this bid is based upon completion of the work as specified in the general conditions, within **50 working days** after the notice to proceed.

To do any extra work, not covered by the schedule of price, which may be ordered by the City, and to accept as full compensation therefore such prices as may be agreed upon in writing by the City and the Contractor in accordance with the "Measurement and Payment" Section of the Specifications.

If awarded the contract, the undersigned hereby agrees to execute said contract, with necessary bonds, of which this Proposal and Notice Inviting Sealed Proposals or Bids, Standard Specifications, Plans and Special Provisions and any and all other Contract Documents shall be a part, within **5 working days** after receipt of notice of the award of said contract, and

The undersigned bidder has carefully examined the form of contract, the standard specifications, the special conditions and the drawings for the construction of the improvement hereinbefore described and referred to in the "Notice Inviting Sealed Proposals or Bids ", dated February 23, 2021 and also the site of the work, and will provide all necessary machinery, tools, apparatus and other means of construction and do all the work and furnish all materials required by said specifications, special conditions, and drawings in the manner described therein and in said contract.

No bid will be considered for less than all items of this schedule and one contract will be awarded for the entire Project.

The undersigned has carefully checked the bid prices, and all computations involved in the preparation of this bid, and understands that the City of Santa Cruz will not be responsible for any errors or omissions on the part of the undersigned in making up this bid.

This proposal is made with a full knowledge of the kind, quantities and quality of the work and of the materials, equipment and plans required. This proposal is also made after a complete, careful and independent examination and investigation of the site of the work, local conditions affecting the same, and materials to be encountered.

The bidder furthermore agrees that in case of his/her default in executing said contract with necessary bonds, the check or bond accompanying this Proposal and money payable shall become and remain the property of the City of Santa Cruz.

Enclosed is bidder's bond, certified check or cashier's check no. _____
of the _____ Bank for \$ _____
which is not less than **10 percent** of the bid submitted by the undersigned, payable to the City of Santa
Cruz, California, and which is given as a guarantee that the undersigned will enter into the contract if
awarded the work.

It is understood and agreed that the City may reject any or all proposals, or waive any informalities or
minor defects in proposals received. It is agreed that this bid may not be withdrawn over a period of 30
days from the opening thereof.

NOTE: Bidders should not add any conditions of qualifying statement to this bid as otherwise the bid
may be declared irregular as being not responsive to the Advertisement for Bids.

Dated _____ Firm Name _____

Official Address _____

By _____

Title _____

State Contractor's License No. _____

Phone _____

Signature of Bidder

LIST OF SUBCONTRACTORS

In conformance with Section 8-1.01 "Subcontracting" of the State Standard Specifications the Bidder shall list the name and address of each subcontractor to whom the Bidder proposes to subcontract portions of the work.

<u>Name and Address</u>	<u>Description of Portion of Work Subcontracted and Proportion of Contract</u>

CONTRACTOR REFERENCE INFORMATION

To complete this proposal, contractors must list at least three previous projects of a similar scope of work that were successfully completed, the agency for which the work was performed, and the contact person.

Project Title

Agency/Owner

Contact Person/Phone Number

[illegible]

BIDDER'S BOND

PLEASE TAKE NOTICE:

That _____ as Principal, and _____ as Surety, are held and firmly bound unto CITY OF SANTA CRUZ, hereinafter called "Owner," in the sum of _____ dollars, (not less than 10 percent of the total amount of the bid) for the payment of which sum, well and truly to be made, we bind ourselves, our heirs, executors, administrators, successors, and assigns, jointly and severally, firmly by these presents.

WHEREAS, said Principal has submitted a bid to said Owner to perform all work required under the Bid Schedule of the Owner's Contract Documents entitled:

"Wastewater Treatment Facility Digester 2 & 3 Cleaning"

and will furnish all the required certificates of insurance and bonds as required by the contract.

NOW THEREFORE, if said bid shall be rejected; or in the alternate, if said bid shall be accepted and Principal is awarded a contract by said Owner and, within the time and in the manner required by the Contract Documents enters into a written contract on the form of agreement bound with said Contract Documents, furnishes the required certificates of insurance, and furnishes the required Performance Bond and Labor and Materials Bond within five (5) calendar days after receipt of contract from said Owner, then this obligation shall be null and void, otherwise it shall remain in full force and effect, it being expressly understood and agreed that the liability of the Surety for any and all default of the Principal hereunder shall be the amount of this obligation as herein stated. In the event suit is brought upon this bond by said Owner and judgment is recovered, said Surety shall pay all costs incurred by said Owner in such suit, including a reasonable attorney's fee to be fixed by the court.

IN WITNESS WHEREOF, the above-bounded parties have executed this instrument under their several seals this _____ day of _____, 2021, the name and corporate seal of each corporate party being hereto affixed and these presents duly signed by its undersigned representatives, pursuant to authority of its governing body.

ATTEST:

Principal

Address

By

Title

ATTEST:

Surety

Address

By

Title

(To be filled in by Surety.)

The rate of premium on this bond is \$_____per thousand.

The total amount of premium charged is \$_____.

AGREEMENT

THIS AGREEMENT, made and entered into this ____ day of _____, 2021, by and between the CITY OF SANTA CRUZ, a municipal corporation, hereinafter called "City," and _____, hereinafter called "Contractor,"

WITNESSETH, that the parties hereto do mutually agree as follows:

ARTICLE I

That for and in consideration of the covenants and agreements herein contained and the payments at the prices stated in the bid proposal attached hereto, and by this reference made a part hereof, the Contractor hereby covenants and agrees to furnish any and all required supervision, labor, equipment, material, services, and transportation, as set forth in the "Standard Specifications" or "Particular Specifications" as hereinafter defined, and will bear any and all other expense necessary or incidental to the performance of certain work hereinafter specified, to construct and complete improvements for:

"Wastewater Treatment Facility Digester 2 & 3 Cleaning"

in strict conformity and compliance with the "Standard Specifications" and "Particular Specifications," and to do everything required by this agreement, and by said Standard Specifications and Particular Specifications as hereinafter defined.

ARTICLE II

It is expressly agreed and understood by the Contractor that "Standard Specifications" consists of the documents entitled State of California, Department of Transportation, Standard Specifications dated 2018 or revised thereafter and the City of Santa Cruz Standard Specifications incorporated herein by reference. City of Santa Cruz Standard Specifications can be found at: <http://www.cityofsantacruz.com/home/showdocument?id=2467>

It is expressly agreed and understood by the Contractor that "Particular Specifications" consists of the documents, and all matter incorporated by reference into said documents, including the special provisions, technical provisions, construction plans, which are filed in the Office of the City Clerk of the City and which are identified as:

"Wastewater Treatment Facility Digester 2 & 3 Cleaning"

It is expressly agreed and understood by the Contractor that the "Bid Proposal" consists of the offer made by the Contractor for:

"Wastewater Treatment Facility Digester 2 & 3 Cleaning"

submitted on the prescribed Proposal Form, which is attached hereto, and by this reference made a part hereof.

ARTICLE III

It is expressly agreed and understood by each and every party to this agreement that the Notice Inviting Bids, the Standard Specifications, the Particular Specifications, the Bid Proposal, and this agreement form the contract. The parties to this agreement do hereby expressly acknowledge that they have read, understand, and promise to comply with each and every provision of the Notice Inviting Bids, the Standard Specifications, the Particular Specifications, the Bid Proposal, and this agreement.

ARTICLE IV

Contractor shall conform to all laws and regulations of the United States and the State of California, as well as laws of Santa Cruz, as may be applicable to the Project. In addition, the City Council of the City of Santa Cruz endorses the MacBride Principles and the Peace Charter, and encourages all companies doing business in Northern Ireland to abide by the MacBride Principles.

ARTICLE V

The City hereby contracts to pay said Contractor the prices provided for in the Bid Proposal in the manner, to the extent, and at the times set forth in the Standard Specifications and the Particular Specifications.

ARTICLE VI

It is agreed by the parties hereto that the acceptance of the Contractor's performance will be made only by an affirmative action of the City of Santa Cruz City Council in session, evidenced by resolution, and upon the filing by the Contractor of a Release of all Claims of every nature on account of work done under this contract, together with an affidavit that all claims have been fully paid. The acceptance by the Contractor of said final payment shall constitute a waiver of all claims against the City arising out of or in connection with this contract.

IN WITNESS WHEREOF, this contract is executed by the City Manager of the City of Santa Cruz, under and pursuant to a resolution of the City Council authorizing such execution, and the Contractor has affixed his/her signature hereto the day and year first hereinabove written.

THE CITY OF SANTA CRUZ
A Municipal Corporation

By _____
CITY MANAGER

I hereby approve the form
of the foregoing contract

Contractor _____

CITY ATTORNEY

By _____

FAITHFUL PERFORMANCE BOND

WHEREAS, the City Council of the City of Santa Cruz, a municipal corporation, in the County of Santa Cruz, State of California, has awarded to _____ hereinafter designated as the "Principal," a contract for constructing the work or improvement described in the contract documents entitled:

"Wastewater Treatment Facility Digester 2 & 3 Cleaning"

adopted by the City Council of the City of Santa Cruz on the ____ day of _____, 2021; and

WHEREAS, said Principal is about to enter into the annexed contract with the City of Santa Cruz.

NOW, THEREFORE, we, the Principal, and _____ a corporation organized and existing under and by virtue of the laws of the State of California, and said corporation currently appears on the United States Treasury Department's most current list (Circular 570 as amended), as surety, are held and firmly bound unto the City of Santa Cruz, a municipal corporation in the County of Santa Cruz, State of California, in the sum of \$_____ being not less than one hundred percent (100%) of the estimated contract costs of the work, to be paid to the City of Santa Cruz, for the payment of which sum, well and truly to be paid, we hereby jointly and severally bind ourselves, our heirs, administrators, executors, successors, and assigns; and

NOW, THEREFORE THE CONDITION OF THIS OBLIGATION IS SUCH, that if the Principal, his/her heirs, executors, administrators, successors, or assigns shall in all things abide by and well and truly keep and perform the covenants, conditions and agreements in the said contract and any alteration thereof made as herein provided, on his/her or their part, to be kept and performed at the time and in the manner therein specified, and in all respects according to the true intent and meaning, and shall indemnify and save harmless the City of Santa Cruz, its officers and agents as therein stipulated, that this obligation shall be discharged, otherwise it shall be and remain in full force and effect. As a condition precedent to the satisfactory completion of the said contract, the above obligation in the amount of \$_____ being not less than 10 percent (10%) of the estimated contract cost, shall remain in force for a period of one (1) year after the completion and acceptance of the said work, during which time if the Principal, his/her or its heirs, executors, administrators, successors or assigns shall fail to make full, complete and satisfactory repairs and replacements or totally protect the City of Santa Cruz from loss or damage made evident during said period of one (1) year from the date of official acceptance of said work and resulting from or caused by defective materials or faulty workmanship in the prosecution of the work done, the above obligation in the sum of \$_____ shall remain in full force and effect, otherwise the obligation shall be discharged. However, notwithstanding any other provisions of this paragraph, the obligation of the surety hereunder shall continue so long as any obligation of the Principal remains.

The surety, for value received, hereby stipulates and agrees that no change, extension of time, alteration, or addition to the terms of the contract or to the work to be performed hereunder of the specifications shall in any way effect its obligation on this bond, and it does hereby waive notice of any such changes, extensions of time, alterations, or additions to the terms of the contract or to the work or to the specifications, and the surety does hereby waive its rights under California Civil Code Section 2819.

IN WITNESS whereof, the parties have executed this instrument under their seals, this ____ day of _____, 2021, by its undersigned representative, pursuant to the authority of its governing body, the day and year first hereinabove written.

PRINCIPAL

SURETY

I hereby approved the form
within bond

CITY ATTORNEY

LABOR AND MATERIAL BOND

WHEREAS, the City Council of the City of Santa Cruz, a municipal corporation, in the County of Santa Cruz, State of California, has awarded to _____ hereinafter designated as the "Principal," a contract for constructing the work or improvement described in the contract documents entitled:

"Wastewater Treatment Facility Digester 2 & 3 Cleaning"

adopted by the City Council of the City of Santa Cruz on the ____ day of _____, 2021; and

WHEREAS, said Principal is about to enter into the annexed contract with the City of Santa Cruz to complete the work or improvement referred to above for the City of Santa Cruz, County of Santa Cruz, State of California, all as more particularly and in detail as shown upon the Standard Specifications and Particular Specifications filed in the Office of the City Clerk of the City of Santa Cruz.

NOW, THEREFORE, we the Principal, and _____ a corporation organized and existing under and by virtue of the laws of the State of California, and said corporation currently appears on the United States Treasury Department's most current list (Circular 570 as amended), as surety, are held and firmly bound unto the City of Santa Cruz in the sum of \$_____, such sum being not less than one hundred percent (100%) of the estimated contract cost of the work, lawful money of the United States of America, to be paid to the City of Santa Cruz, for the payment of which sum, well and truly to be made, we hereby bind ourselves, our heirs, administrators, executors, successors and assigns jointly and severally.

THE CONDITION OF THIS OBLIGATION IS SUCH, that if said Principal or its heirs, executors, administrators, successors or assigns, shall fail to pay for any materials, provisions, vendor supplies, or equipment as provided in the contract documents, upon, for, or about the performance of the work contracted to be done, or for any work or waiver thereon of any kind, or for amounts due under the Unemployment Insurance Code with respect to work or labor performed by any such claimant, or fails to pay any of the persons named in Civil Code Section 3181, or fails to pay for any amounts required to be deducted, withheld, and paid over to the Franchise Tax Board for the wages of employees of the Contractor or his/her subcontractor pursuant to Section 18806 of the Revenue and Taxation Code, with respect to such work and labor that the surety or sureties will pay for the same, in an amount not exceeding the sum specified in this bond, and also, in case suit is brought upon the bond, a reasonable attorney's fee, to be fixed by the Court. The condition of this obligation is such that its terms inure to the benefit of any of the persons named in Civil Code Section 3181 so as to give a right of action to such persons or their assigns in any suit brought upon the bond.

The surety, for value received, hereby stipulates and agrees that no change, extension of time, alteration, or addition to the terms of the contract or to the work to be performed thereunder shall in any manner affect its obligation upon this bond, and it does hereby explicitly waive notice of any such change, extension of time, alteration or addition to the terms of the contract or to the work to be performed thereunder, and further explicitly hereby waives its rights under Civil Code Section 2819.

IN WITNESS whereof, the above parties have executed this instrument under their seals, this ____ day of _____, 2021, by its undersigned representative, pursuant to the authority of its governing body.

PRINCIPAL

SURETY

I hereby approved the form
within bond

CITY ATTORNEY

GENERAL CONDITIONS

Failure to Execute Contract

Failure of the lowest responsible bidder, the second lowest responsible bidder, or the third lowest responsible bidder to execute the Contract and file acceptable bonds as provided herein within **5 working days** after such bidder has received the Contract for execution shall be just cause for the annulment of the award and the forfeiture of the proposed guarantee.

Contractor's Insurance

Insurance

Contractor shall procure and maintain for the duration of the contract, insurance against claims for injuries to persons or damages to property which may arise from or in connection with the performance of the work hereunder by the Contractor, his agents, representatives, employees, or subcontractors.

Minimum Scope and limit of Insurance

Coverage shall be at least as broad as:

1. **Commercial General Liability (CGL):** Insurance Services Office Form CG 00 01 covering CGL on an "occurrence" basis, including products and completed operations, property damage, bodily injury and personal & advertising injury with limits no less than **\$2,000,000** per occurrence

If a general aggregate limit applies, either the general aggregate limit shall apply separately to this project/location or the general aggregate limit shall be twice the required occurrence limit.

2. **Automobile Liability:** Insurance Services Office Form Number CA 0001 covering Code 1 (any auto), with limits no less than **\$1,000,000** per accident for bodily injury and property damage.
3. **Workers' Compensation** insurance as required by the State of California, with Statutory Limits, and Employers' Liability insurance with a limit of no less than **\$1,000,000** per accident for bodily injury or disease. The Workers' Compensation policy shall be **endorsed with a waiver of subrogation** in favor of the City of Santa Cruz for all work performed by the Contractor, its employees, agents and subcontractors.

Deductibles and Self-Insured Retentions

Any deductibles or self-insured retentions must be declared to and approved by the City of Santa Cruz. At the option of the City of Santa Cruz, either: the Contractor shall cause the insurer shall reduce or eliminate such deductibles or self-insured retentions as respects the City of Santa Cruz, its officers, officials, employees, agents and volunteers; or the Contractor shall provide a financial guarantee satisfactory to the City of Santa Cruz guaranteeing payment of losses and related investigations, claim administration, and defense expenses.

4. **Contractor's pollution liability insurance:** Contractor shall purchase and maintain a policy covering third-party injury and property damage claims, including clean-up costs, as a result of pollution conditions arising from Contractor's operations and completed operations. This insurance shall be maintained for no less than three years after final completion.

Deductibles and Self-Insured Retentions

Any deductibles or self-insured retentions must be declared to and approved by the City of Santa Cruz. At the option of the City of Santa Cruz, either: the Contractor shall cause the insurer shall reduce or eliminate such deductibles or self-insured retentions as respects the City of Santa Cruz and Engineer, their officers, officials, employees, agents and volunteers; or the Contractor shall provide a financial guarantee satisfactory to the City of Santa Cruz guaranteeing payment of losses and related investigations, claim administration, and defense expenses.

Other Insurance Provisions

The insurance policies are to contain, or be endorsed to contain, the following provisions:

1. **The City of Santa Cruz, its officers, officials, employees, agents, and volunteers are to be covered as additional insureds** on the CGL and automobile liability policies with respect to liability arising out of **work or operations** performed by or on behalf of the Contractor including materials, parts, or equipment furnished in connection with such work or operations and automobiles owned, leased, hired, or borrowed by or on behalf of the Contractor. General liability coverage can be provided in the form of an endorsement to the Contractor's insurance (at least as broad as ISO Form CG 20 10, 11 85 **or both** CG 20 10 and CG 20 37 forms if later revisions used).
2. For any claims related to this project, the **Contractor's insurance coverage shall be primary** insurance as respects the City of Santa Cruz, its officers, officials, employees, agents, and volunteers. Any insurance or self-insurance maintained by the City of Santa Cruz, its officers, officials, employees, agents, or volunteers shall be excess of the Contractor's insurance and shall not contribute with it.
3. Each insurance policy required by this clause shall provide that coverage shall not be canceled, except with written notice to the City of Santa Cruz.

Claims Made Policies

If any coverage required is written on a claims-made coverage form:

1. The retroactive date must be shown, and this date must be before the execution date of the contract or the beginning of contract work.
2. Insurance must be maintained and evidence of insurance must be provided for at least five (5) years after completion of contract work.
3. If coverage is canceled or non-renewed, and not replaced with another claims-made policy form with a retroactive date prior to the contract effective, or start of work date, the Contractor must purchase extended reporting period coverage for a minimum of five (5) years after completion of contract work.

4. A copy of the claims reporting requirements must be submitted to the City of Santa Cruz for review.

Acceptability of Insurers

Insurance is to be placed with insurers with a current A.M. Best rating of no less than A: VII, unless otherwise acceptable to the City of Santa Cruz.

Waiver of Subrogation

Contractor hereby agrees to waive rights of subrogation which any insurer of Contractor may acquire from Contractor by virtue of the payment of any loss. Contractor agrees to obtain any endorsement that may be necessary to effect this waiver of subrogation. **The Workers' Compensation policy shall be endorsed with a waiver of subrogation** in favor of the City of Santa Cruz for all work performed by the Contractor, its employees, agents and subcontractors.

Verification of Coverage

Contractor shall furnish the City of Santa Cruz with original certificates and amendatory endorsements, or copies of the applicable insurance language, effecting coverage required by this contract. All certificates and endorsements are to be received and approved by the City of Santa Cruz before work commences. Failure to demand evidence of full compliance with the insurance requirements set forth in this contract or failure to identify any insurance deficiency shall not relieve Contractor from, nor be construed or deemed a waiver of, its obligation to maintain the required insurance at all times during the performance of this agreement. The City of Santa Cruz reserves the right to require complete, certified copies of all required insurance policies, including endorsements, required by these specifications, at any time.

Subcontractors

Contractor shall require and verify that all subcontractors maintain insurance meeting all the requirements stated herein, and Contractor shall ensure that City of Santa Cruz, its officers, officials, employees, agents, and volunteers, are additional insureds on insurance required from subcontractors. For CGL coverage subcontractors shall provide coverage with a format least as broad as CG 20 38 04 13. (**Insurance requirements may be modified for subcontractors depending on the scope of work and degree of risk involved*).

Claims

This Article (Claims) shall be interpreted in accordance with, the claims resolution process established by Section 9204 of Chapter 9, Part 1, Division 2 of the California Public Contract Code. All provisions of California Public Contract Code Section 9204 are incorporated into and form an integral part of the Contract Documents for this Project. The City and Contractor shall comply with California Public Contract Code Section 9204 when applicable.

As used herein, the term "Claim" means a separate written demand or assertion by Contractor sent by registered mail or certified mail, with return receipt requested, for one or more of the following: (A) a time extension, including, without limitation, for relief from damages or penalties for delay assessed by the City under the Contract; (B) payment by the City of money or damages arising from work done by, or on behalf of, the Contractor pursuant to the Contract and payment for which is not otherwise expressly provided or to which the claimant is not otherwise entitled; (C) payment of an amount that is disputed by the City.

A Claim does not include, and the procedures for processing of Contractor Claims do not apply to the following:

- (i) Claims respecting penalties for forfeitures prescribed by statute or regulation which a government agency is specifically authorized to administer, settle, or determine (other than penalties for delay assessed by the City under the Contract).
- (ii) Claims respecting personal injury, death, reimbursement, or other compensation arising out of or resulting from liability for personal injury or death.
- (iii) False claims liability under California Government Code Section 12650, et seq.
- (iv) Defects in the Work first discovered by City after final payment by City to Contractor.
- (v) Claims respecting stop notices.
- (vi) The right of City to specific performance or injunctive relief to compel performance of any provision of the Contract Documents or for other City claims against the Contractor.

Time Period for Submission of Claim

- (i) If a Claim involves an adjustment to the Contract Sum or to the Contract Time due to Extra Work, then the Claim arises upon issuance of a decision denying, in whole or in part, Contractor's Change Order Request. All other Claims arise when Contractor discovers, or should have discovered, the circumstances giving rise to the Claim (even if Contractor has not yet been damaged or delayed).
- (ii) A Claim that does not involve an adjustment to the Contract Sum or Contract Time for Extra Work may be asserted if, and only if, Contractor gives written notice of intent to file the Claim within five (5) Days of the date the Claim arises under Article 4.2.1. A written notice of intent to file a Claim shall be valid if, and only if, it identifies the event or condition giving rise to the Claim, states its probable effect, if any, with respect to Contractor's entitlement to an adjustment of the Contract Sum or Contract Time, and complies with the requirements of Article 4.2.3.

Reasonable Documentation. The claimant shall furnish reasonable documentation to support a Claim. The documentation is to include at least the following:

- (i) A statement that it is a Claim and a request for a decision on the Claim;
- (ii) A detailed description of the act, error, omission, Differing Site Condition, event or other circumstance giving rise to the Claim; and
- (iii) If the Claim involves an adjustment to the Contract Sum or Contract Time for Extra Work, a statement demonstrating that a Change Order Request was submitted in a timely manner as required by the Contract Documents. If the Claim does not involve an adjustment to the Contract Sum or Contract Time for Extra Work, a statement demonstrating that a notice of intent to file the Claim was submitted in a timely manner as required by Article 4.2.2.
- (iv) A detailed justification for any remedy or relief sought by the Claim, including, without limitation:
 - a. A detailed cost breakdown in the form required for submittal of Change Order Requests.
 - b. Copies of actual job cost records demonstrating that the costs have been incurred.
 - c. If the Claim is based on an error, omission, conflict, or ambiguity in the Contract Documents: (1) a sworn statement by Contractor and any Subcontractors or Sub-subcontractors involved in the Claim, to the effect that the error, omission, conflict, or ambiguity was not discovered prior to submission of the Bid, or (2) if not discovered, a statement demonstrating that the error, omission, conflict, or

ambiguity could not have been discovered by Contractor, its Subcontractors or Sub-subcontractors in exercise of the degree of care required of them under the Contract Documents for review of the Bid Documents prior to submission of the Bid.

(v) If the Claim involves a request for adjustment of the Contract Time, written documentation demonstrating that Contractor has complied with the requirements of the Contract Documents pertaining to proving the right to an extension of time and demonstrating that Contractor is entitled to an extension of time under the Contract Documents.

(vi) A written certification signed by a responsible managing officer of Contractor's organization, who has the authority to sign subcontracts and purchase orders on behalf of Contractor and who has personally investigated and confirmed the truth and accuracy of the matters set forth in such certification, in the following form:

"I hereby certify under penalty of perjury under the laws of the State of California that I am a managing officer of (Contractor's name) and that I have reviewed the Claim presented herewith on Contractor's behalf and/or on behalf of (Subcontractor's/Sub-subcontractor's name(s)) and that the following statements are true and correct.

- a. The facts alleged in or that form the basis for the Claim are true and accurate; and,
- b. Contractor does not know of any facts or circumstances, not alleged in the Claim, that by reason of their not being alleged render any fact or statement alleged in the Claim materially misleading; and,
- c. (Contractor has, with respect to any request for money or damages alleged in or that forms the basis for the Claim, reviewed the job cost records (including those maintained by Contractor and by any Subcontractor or Sub-subcontractor, of any Tier, that is asserting all or any portion of the Claim) and confirmed with reasonable certainty that the Losses or damages suffered by Contractor and/or such Subcontractor or Sub-subcontractor were in fact suffered in the amounts and for the reasons alleged in the Claim; and,
- d. Contractor has, with respect to any request for extension of time or claim of Delay, disruption, hindrance or interference alleged in or that forms the basis for the Claim, reviewed the job schedules (including those maintained by Contractor and by any Subcontractor or Sub-subcontractor, of any Tier, that is asserting all or any portion of the Claim) and confirmed on an event-by-event basis that the delays or disruption suffered by Contractor and /or such Subcontractor or Sub-subcontractor were in fact experienced for the durations, in the manner, and with the consequent effects on the time and/or sequence of performance of the Work, as alleged in the Claim; and,
- e. Contractor has not received payment from City for, nor has Contractor previously released City from, any portion of the Claim.

Signature: _____

Name: _____

Title: _____

Company: _____

Date: _____

Notwithstanding the making of any Claim or the existence of any dispute regarding any Claim, unless otherwise directed by City, Contractor shall not delay, slow or stop performance of the

Work, but shall diligently proceed with performance in accordance with the Contract Documents and City will continue to make payments as required by the Contract Documents.

All Claims and supporting documentation and certifications must be filed within thirty (30) Days after the Claim arises. No Claims shall be filed after the final payment has been issued unless otherwise permitted by law.

All Contractor Claims and supporting documentation must be sent by registered mail or certified mail with return receipt requested.

Time Period for Response

- (i) Upon receipt of a Claim pursuant to this Article 4.2, the City shall conduct a reasonable review of the Claim and, within a period not to exceed forty-five (45) days, shall provide the Contractor a written statement identifying what portion of the Claim is disputed and what portion is undisputed. Upon receipt of a Claim, the City and Contractor may, by mutual agreement, extend the time period provide in this Section 4.2.6(i).
- (ii) If the City needs approval from its governing body to provide the Contractor with a written statement identifying the disputed portion and the undisputed portion of the Claim, and the governing body does not meet within the forty-five (45) days or within the mutually agreed to extension of time following receipt of a Claim sent by registered mail or certified mail, return receipt requested, the City shall have up to three (3) days following the next duly publicly noticed meeting of the governing body after the forty-five (45) day period, or extension, expires to provide the Contractor a written statement identifying the disputed portion and the undisputed portion.
- (iii) Any payment due on an undisputed portion of the Claim shall be processed and made within 60 days after the City issues its written statement. If the City fails to issue a written statement, Section 4.2.9 shall apply.

Meet and Confer Conference

If the Contractor disputes the City's written response, or if the City fails to respond to a Claim issued pursuant to Section 4.2 within the time prescribed, the Contractor may demand in writing and an informal conference to meet and confer for settlement of the issue in dispute. Upon receipt of a demand in writing sent by registered mail or certified mail, return receipt requested, the City shall schedule a meet and confer conference within 30 days for settlement of the dispute.

Mediation

- (i) Within ten (10) business days following the conclusion of the meet and confer conference, if the Claim or any portion of the Claim remains in dispute, the City shall provide the Contractor a written statement identifying the portion of the Claim that remains in dispute and the portion that is undisputed. Any payment due on an undisputed portion of the Claim shall be processed and made within sixty (60) days after the City issues its written statement. Any disputed portion of the Claim, as identified by the Contractor in writing, shall be submitted to nonbinding mediation, with the City and the Contractor sharing the associated costs equally. The City and the Contractor shall

mutually agree to a mediator within ten (10) business days after the disputed portion of the Claim has been identified in writing. If the parties cannot agree upon a mediator, each party shall select a mediator and those mediators shall select a qualified neutral third party to mediate with regard to the disputed portion of the Claim. Each party shall bear the fees and costs charged by its respective mediator in connection with the selection of the neutral mediator. If mediation is unsuccessful, the parts of the Claim remaining in dispute shall be subject to applicable procedures outside this section.

- (ii) For purposes of this section, mediation includes any nonbinding process, including, but not limited to, neutral evaluation, or a dispute review board, in which an independent third party or board assists the parties in dispute resolution through negotiation or by issuance of an evaluation. Any mediation utilized shall conform to the timeframes in this section.
- (iii) Unless otherwise agreed to by the City and the Contractor in writing, the mediation conducted pursuant to this section shall excuse any further obligation under Public Contract Code Section 20104.4 to mediate after litigation has been commenced.
- (iv) In the event mediation does not resolve the parties' dispute, the parties shall comply with the Arbitration provisions set forth in Section 9-1.22 of the State Standard Specifications.

Failure by the City to respond to a Claim from Contractor within the time periods described in this Article 4.2 and California Public Contract Code Section 9204 or to otherwise meet the time requirements of this Article 4.2 and California Public Contract Code Section 9204 shall result in the Claim being deemed rejected in its entirety. A Claim that is denied by reason of the City's failure to have responded to a Claim, or its failure to otherwise meet the time requirements of this Article 4.2 and California Public Contract Code Section 9204, shall not constitute an adverse finding with regard to the merits of the Claim or the responsibility or qualifications of the Contractor.

If a subcontractor or a lower tier subcontractor lacks legal standing to assert a Claim against the City because privity of contract does not exist, the Contractor may present to the City a Claim on behalf of a subcontractor or lower tier subcontractor. A subcontractor may request in writing, either on his/her/its own behalf or on behalf of a lower tier subcontractor, that the Contractor present a Claim for work which was performed by the subcontractor or by the lower tier subcontractor on behalf of the subcontractor. The subcontractor requesting that the Claim be presented to the City shall comply with the Contract Documents, and shall furnish reasonable documentation to support the Claim. Within 45 days of the receipt of this written request, the Contractor shall notify the subcontractor in writing as to whether the Contractor presented the Claim to the City and, if the Contractor did not present the claim, provide the subcontractor with a statement of reasons for not having done so.

There shall be no waiver of any of the rights set forth in California Public Contract Code Section 9204; provided, however, that (i) upon receipt of a Claim, the parties may mutually agree to waive, in writing, mediation and proceed directly to the commencement of a civil action or binding arbitration, as applicable; and (ii) the City may prescribe reasonable Change Order, Claim, and Dispute Resolution Procedures and requirements in addition to the provisions of this section, so long as the contractual provisions do not conflict with or otherwise the timeframes and procedures set forth in Public Contract Code Section 9204.

The City's right to commence the Contract dispute resolution process shall arise at any time following the City's actual discovery of the circumstances giving rise to the dispute. Nothing herein shall preclude the City from asserting disputes in response to a Claim asserted by Contractor.

Time of Completion

Attention is directed to the provisions in Section 8-1.03, "Beginning of Work", in Section 8-1.06, "Time of Completion", and in Section 8-1.07, "Liquidated Damages", of the Standard Specifications and these General Conditions.

The Contractor shall diligently prosecute the work to completion within **50 working days** after the Notice to Proceed is issued. This allotted time shall include any lead time needed for any and all components.

Full compensation for any additional costs occasioned by compliance with the provisions in this section shall be considered as included in the prices paid for the various contract items of work and no additional compensation will be allowed therefore.

Failure to Complete the Work on Time (Liquidated Damages)

All time limits stated in the contract documents are of the essence. If the work is not completed by Contractor in the time specified hereinabove, or within any period of extension authorized by the City, it is understood that City will suffer damage; and it being impracticable and infeasible to determine the amount of actual damage, it is agreed that Contractor shall pay to City, as fixed and liquidated damages, and not as a penalty, the sum of **one thousand dollars (\$1,000.00) for each calendar day** of delay until the work is completed and accepted, and Contractor and his surety shall be liable for the amount thereof; provided, however, that Contractor shall not be charged liquidated damages because of any delays in the completion of the work due to unforeseeable causes beyond the control and without the fault or negligence of Contractor (including, but not restricted to, Acts of God or of the public enemy, acts of the Government, acts of the City, fires, floods, epidemics, quarantine restrictions, strikes and freight embargoes).

Contractor shall, within **ten (10) calendar days** from the beginning of any such delay, notify City in writing of the cause of the delay; whereupon City shall ascertain the facts and the extent of the delay and extend the time for completing the work when, in its judgment, the findings of fact justify such an extension. City's finding of fact thereon shall be final and conclusive on the parties hereto.

Protection of Existing Facilities

The Contractor shall take precaution so as to avoid damaging existing public facilities, private improvements, utilities and all wastewater treatment plant facilities and infrastructure including but not limited to piping, pumps, controls, support equipment and systems. The Contractor shall be responsible for any damages to existing streets, highways, roads, driveways, sidewalks, curbs, gutters, utilities, other public facilities or to private property caused by the Contractor's operations.

All site facilities broken or disturbed by the Contractor's crew will be replaced or repaired by the Contractor or Utility Company at the Contractor's expense. The Contractor shall keep the Wastewater Treatment Plant personnel informed daily regarding excavations, barricades and temporary detours in roadway areas. Flasher type barricades shall be placed at excavations,

barricades and temporary detours in roadway areas and shall be carefully maintained by the Contractor at all times.

Available Information

The following information is available for review at the Wastewater Treatment Facility, 110 California Street, Santa Cruz:

Digester Plans and Equipment Plans

State of California Department of Transportation Standard Specifications

All work under the contract shall conform to the applicable requirements of the State of California Department of Transportation Standard Specifications, dated 2018. Said Standard Specifications are to be considered an integral part of the specifications for all purposes related to this contract.

Definitions of terms not defined in City Standard Specifications shall be as defined in the State Standard Specifications.

Notification of Construction

The Contractor shall notify the engineer at least **5 working days** prior to commencing work.

The Contractor shall keep the City Police and Fire Departments informed daily regarding excavations, barricades and temporary detours in roadway areas. Flasher type barricades shall be placed at excavations and shall be carefully maintained by the Contractor at all times.

Existing Utilities and Underground Facilities

Prospective bidders shall visit the work site and determine for themselves the existing conditions, including location of utilities.

Should the Contractor's operation be temporarily halted due to conflict with an existing facility, the Contractor shall have no claims against the City due to delay and for equipment idle or down time.

The Contractor is responsible for determining the exact location of existing underground utilities and other obstructions that may have to be disturbed by his/her operations and protection thereof.

Construction Schedule

The Contractor shall prepare a construction schedule (Critical Path or Bar Chart) and submit it to the engineer for his/her review and approval **5 working days** prior to the beginning of the work. The construction schedule shall include equipment lead time.

Order of Work

The work shall be performed in conformance with the construction plans and the construction schedule as approved by the engineer.

Progress and Final Payment

Progress and final payments will be made in accordance with Section 9 of the Standard Specifications, except as herein modified.

Payments are made every two weeks by the City Finance Department. The contractor may receive partial payments only once for any month. In order to have the progress payment properly reviewed and approved, the contractor must submit a draft of the payment request on an approved form furnished by the engineer no later than the cut-off date for a particular payment date. A listing of payment cut-off dates is available upon request.

Extra Work

Extra work shall conform to the provisions in Section 9 of the California Standard Specifications and to these special provisions.

Any alleged extra work or delays shall be given in writing within **72 hours** of any occurrence. The contractor shall submit an extra work report for each day the extra work is performed. The report shall be submitted prior to the start of work the following day. The report shall include: 1) A description of the extra work, 2) The quantity, classification, and working hours of the extra work labor force; 2) The type of equipment, code number, and hours of operation of the equipment towards extra work, and; 3) The quantity and type of materials used for extra work.

Health and Safety Plan

The Contractor shall at all times be responsible for the safe prosecution of the Work and protection of its employees and the public. Review of the Contractor's Health and Safety Plan by the City shall not relieve the Contractor of responsibility for any aspect of the work, or for compliance with all Federal, State and local laws pertaining to health and safety. Strict adherence to the Contractor's Health and Safety Plan will be required for all Contractor and subcontractor personnel.

The contents of the Health and Safety Plan must meet all regulatory requirements for the specific work which is proposed. However, the following is a checklist of the minimum elements for a Health and Safety Plan. Those plan elements which will not apply to the specific contract should be noted (i.e., "this construction does not involve any trenching or shoring work"). One or more of the following may be required to be included in an employer's (Contractor's) Health and Safety Plan:

Mandatory:

1. Site Background and Scope of Work: Site specific with an emphasis on the type(s) of service(s) performed, the hazards associated with such work, and the programs in effect to protect the employee against those recognized hazards.
2. Injury and Illness Prevention Program (Title 8, California Code of Regulations, Section 3203): Required of all employers of 10 or more employees.
3. Code of Safe Practices (Cal. Code Regs., Title 8, §1509): All employers are required to have a Code of Safe Practices in writing and posted at the work place.
4. Emergency Medical Services (Cal. Code Regs., Title 8, §1512): All employers are required to have this program in writing.
5. Fire Protection Program (Cal. Code Regs., Title 8, §1920): All employers are required to have this program in writing.

Contractor is to determine which of the following apply:

6. Hazard Communication Program (Cal. Code Regs., Title 8, §5194): All employers are required to have this program in writing if there is a potential for their employees to come in contact with any products that may be hazardous.
7. Requirements for Excavations and Shoring (Cal. Code Regs., Title 8, §1541.1): All employers are required to have this program in writing.
8. Confined Space Procedures (Cal. Code Regs., Title 8, §5156): All employers are required to have this program in writing if confined spaces will be entered.
9. Hearing Conservation Program (Cal. Code Regs., Title 8, §5097): This program shall be written into the Health and Safety Plan if employee noise exposures meet or exceed the levels outlined in Cal. Code Regs., Title 8, §5097.
10. Personal Protective Equipment (Cal. Code Regs., Title 8, §§3380-3400): Requirements must be included in the Health and Safety Plan if personal protective equipment is required for the contracted work.
11. Storage, Handling, and Dispensing of Flammable/Combustible Liquids (Uniform Fire Code Article 79): Requirements must be included in the Health and Safety Plan if flammable/combustible liquids will be stored, handled, or dispensed.
12. Welding, Brazing, and Cutting (Cal. Code Regs., Title 8, §§1536, 1537): Requirements must be included in the Health and Safety Plan if performing these actions.
13. Compressed Gas Cylinders (Cal. Code Regs., Title 8, §§1740-1743): Requirements must be included in the Health and Safety Plan if storing or using compressed gas cylinders.

TECHNICAL SPECIFICATIONS

Introduction

Secondary Digesters 2 and 3 accept digested primary and secondary sludge from the WWTF large primary digesters and feed it to the three dewatering centrifuges.

Scope of Work

The work to be done consists in general of the full service removal and disposal of all liquids and solids from Digester 2 and Digester 3.

The Contractor shall remove all fluid contents and solids including sludge, scum, grit, sand, plastic, trash and other foreign materials deposited in the digester.

All work on the interior of the digester shall be performed using only the existing access openings.

Digester #2 has a center top opening for the sludge and gas piping that is approximately 5'6" diameter. There is a top manhole of approximately 40" OD, 36" ID and one side manhole of approximately 30" OD and 24" ID. The side manhole is approximately 4.5' above grade elevation.

Digester 3 has a center top opening for the sludge pipeline that is 4'-6" diameter. There are also two manholes on top with approximately 45" OD. A side hatch of approximately 24" ID is located 5.5' above grade elevation.

The work includes the complete wash down of all interior surfaces. The tank is to be left clean, dry and empty. Work shall include items not specifically mentioned herein or noted on plans but necessary to make a digester cleaning and removal of material as described herein.

Volume to be removed

Digester 2 and Digester 3 are both 55' inside diameter at a depth of 23 feet. Each tank holds approximately 2024 cubic yards of material (17,800 gallons per foot).

The City will reduce the amount of material in each digester before taking the digesters out of service. Each digester will be drawn down to just above the liquid seal. The City and the Contractor will agree upon the tank depth measurements before any contents are removed. The tank depth measurement times 55' tank diameter will be used to calculate tank volume removed by the Contractor.

The liquid seal in Digester 2 is at elevation 13 feet. The City will remove approximately 178,000 gallons from Digester 2, leaving approximately 231,000 gallons for the contractor to remove.

The liquid seal in Digester 3 is at elevation 7 feet. The City will remove approximately 284,000 gallons from Digester #2, leaving approximately 124,500 gallons for the contractor to remove.

The total volume of material for the contractor to remove is approximately 355,500 gallons or 1,760 cubic yards

Material Disposal

All materials removed from Digester 2 and Digester 3 shall be disposed of offsite by the contractor at the contractor's expense. The Contractor shall provide all labor, materials, tools, chemicals, equipment or process machinery as well as all trucks and suitable containers, supplies, personnel and all other requirements necessary for processing, removing, hauling and disposal of liquid or sludge and tank cleaning in accordance with these specifications.

Solids Dewatering

If the Contractor chooses to dewater the fluid and solid contents on site, the equipment used for such dewatering shall consistently achieve a solids capture rate of 95%.

The City's existing centrifuges will not be available to the contractor for dewatering material removed from the digester during cleaning.

Centrate Acceptance

The City will accept, treat, and dispose of the filtrate or centrate from the contractor's dewatering operation provided that the filtrate or centrate is delivered to the influent pumping station wet well at a rate not greater than 1000 gallons per minute with total solids not to exceed 0.2%.

Sludge Disposal

The compensation for transportation and disposal of sludge shall be on a dry ton basis. The Contractor shall perform a Percent Total Solids test on each truckload of sludge. To perform the test, a representative composite grab sample will be composed from 3-grab samples from each load. The composite sample will be weighed wet, dried for one hour, cooled off then weighed again. The difference in weight represents the Percent Total Solids. Random samples shall be split between the contractor and the City of Santa Cruz. Each party will dry the sample to determine truck moisture content. Sample results will be compared and a moisture content of the truck will be agreed upon. The weight of each truck and truck load will be noted. The weight of material hauled times the Percent Total Solids will be used to calculate the amount of dry tonnage hauled.

The Contractor shall transport the sludge directly from the Wastewater Treatment Facility to the designated disposal site. Under no circumstances shall the contractor be allowed to make any additional stops in transit to the disposal site to haul any payload other than the sludge. The contents of the hauling units may be checked at the disposal site for conformance with the manifest that shall accompany each load to the disposal site. Trucks must be washed after disposal.

The City currently contacts with Denali Water Solutions of 369-B Third Street #339, San Rafael, CA 94901, contact Chris Marks (760) 801-3175, for biosolids disposal.

Trash Disposal

Solids that pass the paint filter test may also be taken to the City Resource Recovery Facility at 605 Dimeo Ln. Santa Cruz, CA 95060. A trash dumpster for non sludge screenings may be arranged by calling City of Santa Cruz Customer Service at (831) 420-5220.

Available Power

The Contractor shall provide a 300 foot long power cable from their equipment to the point of power connection. The Contractor will provide all related electrical equipment beyond point of power connection. The maximum available electrical is 480 Volts / 3-phase up to 250 amps.

Available Water

Washdown water may be pumped from the effluent portal box which receives 6 MGD. The contractor shall supply all pumps and hoses.

Submittals

The Contractor shall submit a construction schedule for the work. The City shall have review authority over said schedule.

Contractor shall provide a proposed scope of work to meet the City's general provisions. The contractor's scope of work shall include:

1. Processing method, including:
 - a. A description of process to be used.
 - b. A description of the equipment to be used.
 - c. An estimated quantity of sludge to be processed.
 - d. An estimated quantity of any wastewater byproduct that will be generated.
 - e. Manufacturer's product specification sheets for all chemicals to be used.
2. Description of hauling equipment.
3. Identify the disposal facility
4. Project schedule; include daily schedule and total length of time required.
5. Contractor's Injury and Illness Prevention Program (IIPP). The IIPP shall be in sufficient detail to include all aspects of health and safety that may be anticipated by the scope of work.

Prevention of Leakage or Sewage Spills

The Contractor shall take all necessary precautions to prevent any leakage or sewage spills of any kind onto property, public or private roadway, drainage systems and waterways. If pumping is required during times when the contractor is not on site the Contractor shall provide continuous automatic monitoring system with an audible alarm and shall have available, on an on-call basis, personnel and equipment necessary to handle any clean up that may be necessary due to a spill. The Contractor shall be liable for any and all clean-up costs or any fines that may be levied including those by the RWCQB against the City, in the event that such leakage or spill occurs. The Contractor shall also be responsible for reporting any and all spill to the appropriate regulatory agencies, including the Regional Water Quality Control Board and the Santa Cruz County Health Department.

The Contractor must limit odors produced as a result of contract work to a maximum of 5 odor units at the fence line.

The Contractor shall be responsible, on a daily basis, to maintain a clean work site, to remove debris and to dispose of it properly at his/her own expense. Upon completion and before making application for acceptance of the work the Contractor shall clean the area of work and all ground occupied by him/her in connection with the work of all rubbish, temporary structures and equipment.

The work shall be performed in a manner so as to allow the continuous operation of the Wastewater Treatment Facility. Shutdowns or diversions of sewage around the work will not be allowed. The Contractor shall be responsible for maintaining the work area in such a manner that City staff may continue to use the facility as necessary.