

THIS AGREEMENT, made and entered into by and between the City of Reedley, hereinafter referred to as "Owner" and Aqueous Vets, a corporation/partnership/joint venture/individual under the laws of the state of California, hereinafter referred to as "Contractor."

Owner and Contractor agree as follows:

- (1) SCOPE OF WORK: Contractor will furnish all materials and will perform all of the work for the completion of:

Supply of GAC Treatment Vessels and GAC

in accordance with the plans and specifications and other contract documents therefor.

- (2) TIME FOR COMPLETION: The work shall be completed within the times set forth in Section 007300. Time is of the essence, and forfeiture due to delay will be assessed as provided for in the General Provisions.

- (3) CONTRACT SUM: Owner will pay Contractor in accordance with the prices shown in the Bid Form.

- (4) PAYMENTS: Monthly progress payments and the final payment will be made in accordance with the General Provisions as modified by the Special Provisions. The filing of the notice of completion by Owner shall be preceded by acceptance of the work made only by an action of the Governing Body of Owner in session.

*per payment schedule in Addendum #1 attached herein*

- (5) COMPLIANCE WITH PUBLIC CONTRACTS LAW: Owner is a public agency in the State of California and is subject to the provisions of law relating to public contracts. It is agreed that all provisions of law applicable to public contracts are a part of this contract to the same extent as though set forth herein and will be complied with by Contractor.

- (6) CONTRACTOR'S REPRESENTATIONS: In order to induce Owner to enter into this Agreement, Contractor makes the following representations:

- (a) Contractor has examined and carefully studied the Contract Documents and the other related data identified in the Bidding Documents.
- (b) Contractor has visited the Site and become familiar with and is satisfied as to the general, local, and Site conditions that may affect cost, progress, and performance of the Work.
- (c) Contractor is familiar with and is satisfied as to all federal, state, and local laws and regulations that may affect cost, progress, and performance of the Work.
- (d) Contractor has obtained and carefully studied (or assumes responsibility for having done so) any additional or supplementary examinations, investigations, explorations, tests, studies, and data concerning conditions at or contiguous to the Site which may affect cost, progress, or performance of the Work or which relate to any aspect of the means, methods techniques, sequences, and procedures to be employed by Contractor, including applying the specific means, methods, techniques, sequences, and procedures, if any, expressly required by the Contract Documents to be employed by Contractor, and safety precautions and programs incident thereof.
- (e) Contractor does not consider that any further examinations, investigations, explorations, tests, studies, or data are necessary for the performance of the Work at the Contract Price, within the Contract times, and in accordance with the other terms and conditions of the Contract Documents.

- (f) Contractor is aware of the general nature of work to be performed by Owner and others at the Site that relates to the Work as indicated in the Contract Documents.
- (g) Contractor has correlated the information known to Contractor, information and observations obtained from visits to the Site, reports and drawings identified in the Contract Documents, and all additional examinations, investigations, explorations, tests, studies, and data within the Contract Documents.
- (h) Contractor has given Engineer written notice of all conflicts, errors, ambiguities, or discrepancies that Contractor has discovered in the Contract Documents, and the written resolution thereof by Engineer is acceptable to Contractor.
- (i) The Contract Documents are generally sufficient to indicate and convey understanding of all terms and conditions for performance and furnishing of the Work.
- (7) ACCOUNTING RECORDS: Contractor shall check all materials, equipment, and labor entering into the Work and shall keep such full and detailed accounts as may be necessary for proper financial management under this Agreement, and the accounting methods shall be satisfactory to Owner. Owner shall be afforded access to all Contractor's records, books, correspondence, instructions, drawings, receipts, vouchers, memoranda, and similar data relating to the cost of the Work and Contractor's fee. Contractor shall preserve all such documents for a period of three years after the final payment by Owner.
- (8) CONTRACT DOCUMENTS: The complete contract includes all the Contract Documents set forth herein, to wit: Notice Inviting Sealed Proposals (Bids), Bid Form, Agreement, Bid Bond, Performance Bond, Payment Bond, Contractor's Certificate Regarding Workers' Compensation, Certificate of Insurance (Workers' Compensation and Employers' Liability), Insurance Endorsement (Workers' Compensation and Employers' Liability), Certificate of Insurance (Liability), Insurance Endorsement (Liability), Certificate of Insurance (Builders' Risk "All Risk"), Insurance Endorsement (Builders' Risk "All Risk"), General Provisions, Special Provisions, Technical Specifications, Drawings, Plans, and also addenda thereto and supplemental agreements.
- (9) SUCCESSOR AND ASSIGNS: Owner and Contractor each binds itself, its partners, successors, assigns, and legal representatives to the other party hereto, its partners, successors, assigns, and legal representatives in respect to all covenants, agreements, and obligations contained in the Contract Documents.
- (10) PROMPT PAYMENT: As required by California law, the provisions of California Public Contract Code Section 20104.50, regarding prompt payment to contractors, are hereby incorporated in their entirety.
- (11) ATTORNEYS' FEES: Should either party to the contract bring an arbitration or mediation proceeding or other action to enforce any provision of the contract, including an action pursuant to Public Contract Code Section 20104.4, the prevailing party shall be entitled to recover his reasonable attorneys' fees and costs in connection therewith. The term "prevail" as used in this section shall include any action at law, in equity, or pursuant to arbitration in which either party has been successful.

This Agreement is executed by the Owner pursuant to an action of its Governing Body in session on Mar 13, 2019, authorizing the same, and Contractor has caused this Agreement to be duly executed. The effective date will be the last date of execution by the parties.

Date: 3/13/19

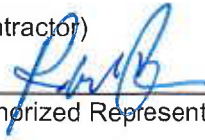
By [Signature]  
(Authorized Representative of Owner)

Title: City Manager

Dated February 25, 2019

(Contractor)

By



Robert Craw

(Authorized Representative of Contractor)

Title President & CEO

(Seal if Corporation)

(Attach Acknowledgment for Authorized Representative of Contractor)

APPROVED:

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(Attorney for Owner)



## **Addendum #1**

City of Reedley – Supply of GAC Treatment Vessels and GAC

The below payment schedule will be incorporated as part of this contract as the agreed upon payment schedule between Aqueous Vets and per Russ Robertson, City of Reedley, Public Works Director

- 1) 15% on approval of Drawings and Data Submittal
- 2) 35% on materials received at Modern Fabrication (Vessel Materials – heads and shell plate) and Aqueous Vets (piping materials – pipe, valves, fittings)
- 3) 10% on vessel inspection at Modern Fabrication (Fresno, CA) and finished vessels being shipped to Aqueous Vets facility for final pipe fit up
- 4) 10% upon fabrication site or picture inspection of GAC underdrain, GAC system piping and service pipe are finished prior to shipment for paint
- 5) 15% on equipment delivery at project site
- 6) 5% upon commissioning, not to exceed 45 days from final delivery to site





## REEDLEY CITY COUNCIL

- ☒ Consent Calendar
- ☐ Regular Item
- ☐ Workshop
- ☐ Closed Session
- ☐ Public Hearing

ITEM NO: 6

DATE: February 12, 2019

TITLE: APPROVAL OF ITEMS PERTAINING TO THE CONSTRUCTION OF TCP TREATMENT VESSELS AND GRANULATED ACTIVATED CARBON (GAC) MATERIALS FOR MUNICIPAL WATER WELLS 12, 13, AND 14.

- A. ADOPT RESOLUTION NO. 2019-015 AWARDED A CONSTRUCTION CONTRACT TO AQUEOUS VETS IN THE AMOUNT OF \$1,684,797.75 FOR THE CONSTRUCTION OF TCP TREATMENT VESSELS AND THE INSTALLATION OF GAC FOR WATER WELLS NO. 12, 13, AND 14 AND GRANT THE CITY MANAGER AUTHORITY TO APPROVE CHANGE ORDERS UP TO AN AMOUNT EQUAL TO 10% OF THE CONSTRUCTION CONTRACTED AMOUNT.
- B. ADOPT RESOLUTION NO. 2019-016 AMENDING THE 2018-2019 ADOPTED BUDGET TO APPROPRIATE \$1,853,276 FROM THE GROUND WATER TREATMENT FUND FOR THE AFOREMENTIONED PROJECT.

SUBMITTED: Russ Robertson, Public Works Director

APPROVED: Nicole Zieba, City Manager

### RECOMMENDATION

Adopt Resolution No. 2019-015 awarding a construction contract to AqueoUS Vets for the construction of TCP treatment vessels and the installation of GAC for water wells 12, 13, and 14 in the amount of \$1,684,797.75 and grant the City Manager authority to approve contract change orders up to an amount equal to 10% (\$168,479.) of the construction contracted amount.

Staff also recommends the adoption of Resolution 2019-016 amending the 2018-2019 Budget to appropriate \$1,853,276 from the Ground Water Treatment fund for the aforementioned project.

### EXECUTIVE SUMMARY

On December 4, 2018, the City of Reedley began solicitation for sealed bids for the project. On February 10, 2019 the City conducted a bid opening for the project and the lone responsive bidder was AqueoUS Vets for the amount of \$1,684,797.75. The Engineers

estimate for the project was \$2,065,000. After a thorough review of the bid submitted it was determined that AqueoUS Vets met all bid requirements.

This project is solely for the procurement of TCP treatment vessels and the installation of GAC and is considered phase 1 of a 3 phase project. The construction of the vessels can take from 6 to 8 months so it was imperative that the City award a contract as soon as possible to start construction of the vessels so that they are ready when the actual site construction work is completed. Staff will be soliciting bids shortly for the actual site work needed at each well site for the TCP treatment system. The three phases of the entire scope of work are as follows:

Phase One: Procurement of TCP Treatment Vessels and GAC materials for all three wells.

Phase Two: Construction and site work at wells 13 and 14 to prepare for treatment vessels.

Phase Three: Construction and site work for well 12 to prepare for treatment vessels.

## **BACKGROUND**

The City of Reedley has three municipal water wells that have exceeded the maximum contaminate level for TCP in the raw water. The City received settlement monies from responsible parties that will be used to install TCP treatment facilities at the three well sites.

Well 14 is located at the Reedley Sports Park. This well is the City's workhorse and one of the top producing wells in the City. It is also used to fill the City's 1.5 million gallon water storage tank. The well currently has four filter vessels which contain Granulated Activated Carbon (GAC). GAC is a proven option to remove certain chemicals, such as TCP and DBCP, from water. When the GAC has to be changed out, which is approximately every 12 months, the well must be shut down during the process. The installation of four additional GAC vessels will allow the City to keep the well operational even when change out is occurring.

Well 13 is located on Parlier Avenue, just west of Buttonwillow Avenue. The raw water at the well exceeded the MCL and has been off-line since the exceedance. This well is important for servicing the north east section of the City. The City plans to install two treatment vessels at this location. It is not a large production well, thus two vessels are sufficient for treatment.

Well 12 is located on the south west corner of 14<sup>th</sup> street and East Avenue. There is no room available at well 12 to install TCP treatment vessels. The City recently procured property on 11<sup>th</sup> street adjacent to well 5A for the placement of four TCP treatment vessels that would serve well 12 and in the future well 5A.

## **FISCAL IMPACT**

A reduction of \$1,853,276 from the Groundwater Treatment Fund.

## **ATTACHMENTS**

1. Resolution 2019-015
2. Resolution 2019-016
3. Bid Tabulation