


Approved as to form:

By:  for  
Veronica Nebb, City Attorney



WATER DEPARTMENT

BID DOCUMENTS

FOR

**WATER MAIN CAPITAL IMPROVEMENT PROJECT  
FISCAL YEAR 2021-22 (WT-7118) PHASE 2,  
CAL MARITIME ACADEMY SLIP LINE PROJECT**

CITY COUNCIL

Robert H. McConnell, Mayor  
Peter Bregenzer  
Mina Diaz  
Diosdado "JR" Matulac

Rozzana Verder-Aliga, Vice-Mayor  
Christina Arriola  
Charles Palmares

Beth Schoenberger  
Water Department Director  
202 Fleming Hill Road  
Vallejo, CA 94589  
707.648.4307

**Bid Opening: 2:00 P.M.  
May 25, 2023**  
at Vallejo City Council Chambers  
on the 2nd Floor, City Hall



Prepared under the direction of:  
Kent Carothers, Water Engineering Manager  
License No. C60671

**Pre-bid Conference: 10:30 A.M.  
May 11, 2023**  
CSU Maritime Academy

CITY OF VALLEJO  
WATER DEPARTMENT

**CONTRACT  
FOR**

WATER MAIN CAPITAL IMPROVEMENT PROJECT,  
FISCAL YEAR 2021-22 (WT-7118) PHASE 2,  
CAL MARITIME ACADEMY SLIP LINE PROJECT

THIS CONTRACT ("Contract") made and concluded in duplicate this 25 day of July, 2023, at Vallejo, California, by and between the City of Vallejo, a municipal corporation of the State of California, acting by and through its City Council, hereinafter called City, and TerraCon Constructors Inc., hereinafter called CONTRACTOR.

WITNESSETH:

WHEREAS, the City Council of said City heretofore caused drawings and Specifications for the work hereinafter mentioned to be prepared, and thereafter did approve and adopt said drawings and Specifications; and,

WHEREAS, the City Council of said City did cause to be noticed for the time and in the manner required by law a notice inviting sealed bids for the performance of said work; and,

WHEREAS, Contractor, in response to such notice, submitted to the City Council of said City within the time specified in said notice, and in the manner provided for therein, a sealed bid for the performance of the work specified in said drawings and Specifications, which said bid and proposal, and the other bids and proposals submitted in response to said notice, the City Council of City, by and through its authorized representatives, publicly opened and canvassed in the manner provided by law; and,

WHEREAS, Contractor was the lowest responsible Bidder for the performance of said work, and said City Council of City, as a result of the canvass of said bids, did determine and declare Contractor to be the lowest responsible Bidder for the work and award to it a contract therefore.

NOW, THEREFORE, in consideration of the above, it is mutually agreed between the parties hereto as follows, to wit:

1. SCOPE OF WORK

In general, the work consists of slip lining approximately 2,000 lineal feet of an out of service 24" gravity fed cement mortar lined steel pipe with a pressurized 14" HDPE pipe. The 24" host pipe has at least one +/- 45-degree bend, at least three 22-degree bends, and at least one vertical drop. The following items may be included on this project as well:

- Install 3 receiving & jacking pits @ 5' deep
- Install 3 receiving & jacking pits @ 10' deep
- Install approximately 1,000 lineal feet of 14" DR-9 HDPE pipe via direct burry

Install approximately 2,000 lineal feet of 14" DR-9 HDPE pipe via slip line  
Install 12" butterfly valve (1 each)  
Install 4" Blow-off Valve (1 each)  
Install 2" Combination Air Valve (1 each)  
Install 12"x12"x8" Tee (1 each)  
Installing and maintaining erosion control & storm water prevention measures  
Dewatering  
Site restoration

Work includes all tie-ins, reconnections, miscellaneous fittings, potholing, grading, backfill, and all other work and facilities necessary or incidental to construct the completed improvement as directed by the plans, specifications and as directed by the Water Director.

The following documents shall constitute the Contract Documents:

- (a) Notice to Contractors;
- (b) Instructions to Bidders;
- (c) The Bid Documents;
- (d) Contract and Exhibits thereto;
- (e) Drawings;
- (f) Special Provisions;
- (g) General Provisions;
- (h) Change Orders;
- (i) Standard Specifications of the State of California, Business and Transportation Agency, Department of Transportation, 2018 edition, Sections 10 through 95, all as modified herein;
- (j) City of Vallejo Regulations and Standard Specifications for Public Improvements, December 2011 edition;
- (k) Vallejo Sanitation & Flood Control District Master Bid Document, dated March 2007;
- (l) Any other documents identified as such in the Contract Documents.

## 2. TERMS AND CONDITIONS

This Contract consists of the Contract Documents and Contractor and City agree to comply with and fulfill all obligations, promises, covenants and conditions imposed upon each of them in the Contract Documents. All of said work done under this Contract shall be performed to the satisfaction of the City Council, or its representative, who shall have the right to reject any and all materials and supplies furnished by Contractor which do not strictly comply with said Contract Documents, together with the right to require Contractor to replace any and all work furnished by Contractor which shall not either in workmanship or material be in strict accordance with the Contract Documents.

Contractor agrees to receive and accept the prices set forth in the Contract as full compensation for furnishing all materials and for doing all the work contemplated and embraced in this Contract, also for all loss or damage arising out of the nature of the work aforesaid, or from the action of the elements or from any foreseen difficulties or obstructions which may arise or be encountered in the prosecution of the work until its acceptance by the City and for all risks of every description, connected with the work; also for all discontinuance of work, and for well and faithfully completing the work, and the whole thereof, in the manner and according to the Contract Documents.

By my signature as Contractor, I certify that I am aware of the provisions of section 3700 of the Labor Code which require every employer to be insured against liability for Worker's 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 contract.

Pursuant to section 1700, and following, of the California Labor Code, the Contractor shall pay not less than the prevailing rate of per diem wages as determined by the Director of the California Department of Industrial Relations. Copies of such prevailing rate of per diem wages are on file at the Office of the City Clerk, City of Vallejo, City Hall, 555 Santa Clara Street, Vallejo, California CA. Those copies shall be made available to any interested party upon request. The Contractor shall forfeit, as penalty to the City, Fifty Dollars (\$50.00) for each calendar day or portion thereof, for each workman paid less than the stipulated prevailing rates for any work done under the contract by it or by any subcontractor under it, in violation of the provisions of such Labor Code.

City shall pay Contractor the sums set forth on Exhibit A, hereto, in accordance with all of the terms and conditions of the Contract Documents.

The Contractor shall be permitted to substitute designated securities for any moneys withheld by the City of Vallejo to insure performance under the Contract. This right of substitution shall be exercised in the manner and subject to the conditions specified in the Contract Documents. The provisions of Public Contract Code section 22300 are incorporated herein by reference as though set forth in full, and shall govern the substitution of securities and/or escrow account.

The person signing this Contract for Contractor hereby represents and warrants that he/she is fully authorized to sign this Contract on behalf of Contractor.

[SIGNATURES ON FOLLOWING PAGE]

IN WITNESS WHEREOF, the parties to these presents have hereunto set their hands and affixed their seal the day and year first above written.

TERRACON CONSTRUCTORS, INC.  
a California corporation

**CITY OF VALLEJO,**  
a municipal corporation

By: \_\_\_\_\_  
Michael Lydon  
CFO

By: \_\_\_\_\_  
Mike Malone  
City Manager

Date: \_\_\_\_\_

Date: \_\_\_\_\_

ATTEST:

By: \_\_\_\_\_  
Dawn Abrahamson, City Clerk

(City Seal)

APPROVED AS TO CONTENT

By: \_\_\_\_\_  
Beth Schoenberger, Water Director

APPROVED AS TO FORM

By: \_\_\_\_\_ For: \_\_\_\_\_  
Veronica Nebb, City Attorney

APPROVED AS TO INSURANCE

By: \_\_\_\_\_  
Armond Sarkis, Risk Manager