

**WELL 6R AND WELL 14 GAC SYSTEM IMPROVEMENTS
VARIOUS LOCATIONS**

CONTRACT

CITY OF LODI, CALIFORNIA

THIS CONTRACT made by and between the CITY OF LODI, a municipal corporation, herein referred to as the "City," and CONCO-WEST INC., a California corporation, herein referred to as the "Contractor."

WITNESSETH:

That the parties hereto have mutually covenanted and agreed, and by these presents do covenant and agree with each other, as follows:

The complete Contract consists of the following documents which are incorporated herein by this reference, to-wit:

Notice Inviting Bids	The 2018 Edition of the State of California,
Information to Bidders	Department of Transportation, Standard Specifications
General Provisions	City of Lodi Construction Specifications
Special Provisions	Plans and Appendices
Bid Proposal	
Contract	
Contract Bonds	
Addenda	

All of the above documents, sometimes hereinafter referred to as the "Contract Documents," are intended to cooperate so that any work called for in one and not mentioned in the other is to be executed the same as if mentioned in all said documents.

ARTICLE I - That for and in consideration of the payments and agreements hereinafter mentioned, to be made and performed by the City and under the condition expressed in the two bonds bearing even date with these presents and hereunto annexed, the Contractor agrees with the City, at Contractor's cost and expense, to do all the work and furnish all the materials except such as are mentioned in the specifications to be furnished by the City, necessary to construct and complete in a good workmanlike and substantial manner and to the satisfaction of the City the proposed improvements as shown and described in the Contract Documents which are hereby made a part of the Contract.

ARTICLE II - The City hereby promises and agrees with the Contractor to employ, and does hereby employ, the Contractor to provide all materials and services not supplied by the City and to do the work according to the terms and conditions for the price herein, and hereby contracts to pay the same as set forth in Section 5.600, "Measurement, Acceptance and Payment," of the General Provisions, in the manner and upon the conditions above set forth; and the said parties for themselves, their heirs, executors, administrators, successors and assigns, do hereby agree to the full performance of the covenants herein contained.

ARTICLE III - The Contractor agrees to conform to the provisions of Chapter 1, Part 7, Division 2 of the Labor Code. The Contractor and any Subcontractor will pay the general prevailing wage rate and other employer payments for health and welfare, pension, vacation, travel time, and subsistence pay,

apprenticeship or other training programs. The responsibility for compliance with these Labor Code requirements is on the prime contractor.

ARTICLE IV - The Contractor agrees to receive and accept the following prices as full compensation for furnishing all materials and for doing all the work contemplated and embraced in this agreement; 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 unforeseen 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 expenses incurred by or in consequence of the suspension or discontinuance of work and for well and faithfully completing the work, and the whole thereof, in the manner and according to the Plans and Contract Documents and the requirements of the Engineer under them, to-wit:

The work consists of designing, furnishing and installing two Granular Activated Carbon Filter Systems (GACS), at Well 6R and Well 14, consisting of three (3) sets of lead-lag GACS treatment trains, for a total of (6) – 20,000 pound vessels, with all required on-site piping and valving, off-site sewer extension and manhole installation, Granular Activated Carbon (GAC) media, appurtenances, interconnections with existing systems, structural components, and other incidental and related work, all as shown on the plans and specifications for the above project.

See Section 6-07 “Description of Bid Items” and drawings for additional information.

CONTRACT ITEMS

Item	Description	Qty	Unit	Unit Price	Total Price
1	Mobilization Grading and Temporary Facilities	1	LS	\$ 420,000.00	\$ 420,000.00
2	Well 6R Site Demolition and Removal	1	LS	\$ 2,000.00	\$ 2,000.00
3	Well 6R Site Piping and Improvements	1	LS	\$ 99,700.00	\$ 99,700.00
4	Well 14 Site Demolition and Removal	1	LS	\$ 45,000.00	\$ 45,000.00
5	Well 14 Site Piping and Improvements	1	LS	\$ 468,500.00	\$ 468,500.00
6	Furnish and Install GAC Filter System (2 Vessels)	3	EA	\$ 554,000.00	\$1,662,000.00
7	Furnish and Install GAC Filter Media (20,000 lbs)	6	EA	\$ 70,000.00	\$ 420,000.00
7	Well 14 Off-site Improvements	1	LS	\$144,000.00	\$ 144,000.00
8	Allowance for Authorized Additional Work	1	LS	\$100,000.00	\$ 100,000.00

TOTAL: \$ 3,361,200.00

Refer to Section 6-143 MEDIA - GRANULAR ACTIVATED CARBON (GAC) for additional submittal requirements.

ARTICLE V - By my signature hereunder, as Contractor, I certify that I am aware of the provisions of Section 3700 of the Labor Code, which requires 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 contract.

ARTICLE VI - It is further expressly agreed by and between the parties hereto that, should there be any conflict between the terms of this instrument and the Bid Proposal of the Contractor, then this instrument shall control and nothing herein shall be considered as an acceptance of the said terms of said proposal conflicting herewith.

ARTICLE VII - The City is to furnish the necessary rights-of-way and easements and to establish lines and grades for the work as specified under the Special Provisions. All labor or materials not mentioned specifically as being done by the City will be supplied by the Contractor to accomplish the work as outlined in the specifications.

ARTICLE VIII - The Contractor agrees to commence work within 15 calendar days after both parties have signed the contract and to complete the work within **300 CALENDAR DAYS** or **60 CALENDAR DAYS AFTER DELIVERY OF EACH GAC FILTER SYSTEM TO THE RESPECTIVE WELL SITES, WHICHEVER EVENT OCCURS FIRST.**

ARTICLE IX - State of California Senate Bill 854 requires the following:

- No contractor or subcontractor may be listed on a bid proposal for a public works project unless registered with the Department of Industrial Relations pursuant to Labor Code section 1725.5 [with limited exceptions from this requirement for bid purposes only under Labor Code section 1771.1(a)].
- No contractor or subcontractor may be awarded a contract for public work on a public works project unless registered with the Department of Industrial Relations pursuant to Labor Code section 1725.5.
- This project is subject to compliance monitoring and enforcement by the Department of Industrial Relations.

WHEN SIGNING THIS CONTRACT, THE CONTRACTOR AGREES THAT THE TIME OF COMPLETION FOR THIS CONTRACT IS REASONABLE AND THE CONTRACTOR AGREES TO PAY THE CITY LIQUIDATED DAMAGES AS SET FORTH IN SECTION 6-04.03 OF THE SPECIAL PROVISIONS. CONTRACTOR AGREES THAT THIS AMOUNT MAY BE DEDUCTED FROM THE AMOUNT DUE THE CONTRACTOR UNDER THE CONTRACT.

IN WITNESS WHEREOF, the parties to these presents have hereunto set their hands the year and date written below.

CONTRACTOR:

CITY OF LODI, a municipal corporation

By: _____
JAMES LINDSAY
Acting City Manager

By: _____

Date: _____

Title

Attest:

OLIVIA NASHED
City Clerk

(CORPORATE SEAL)

Approved As To Form:

KATIE O. LUCCHESI
City Attorney

