

**PUBLIC WORKS PROJECT CONTRACT
CITY OF CHICO/FARWEST INSULATION CONTRACTING**

**SODIUM BISULFITE HEAT SYSTEM REPLACEMENT
(Project Title)**

**MAJNC/50181-000-4150
(Project No.)**

THIS PUBLIC WORKS CONTRACT ("CONTRACT") is made as of January 19, 2021 by and between the City of Chico, a municipal corporation of the State of California ("City"), and Farwest Insulation Contracting, a California corporation ("Contractor").

City and Contractor agree as follows:

ARTICLE 1 BASIC INFORMATION

- | | | |
|------|--|--|
| 1.1 | City: | CITY OF CHICO |
| 1.2 | City's Representative: | Mark Orme, City Manager |
| 1.3 | City's address: | P. O. Box 3420, Chico, CA 95927-3420 |
| 1.4 | Contractor: | Farwest Insulation Contracting |
| 1.5 | Contractor's Representative: | Tom Leyen |
| 1.6 | Contractor's address: | 672 Enterprise Court, Livermore, CA 94550 |
| 1.7 | Project name and location: | Sodium Bisulfite Heat System Replacement
4827 Chico River Road, Chico CA 95928 |
| 1.8 | City's Project Manager,
Contract Documents prepared by: | James Carr, WWT Plant Manager
Kimberly Graciano, Management Analyst |
| 1.9 | The following listed
addenda are incorporated
in the Contract Documents: | Exhibit "A" Description of Project
Exhibit "B" Contract Sum
Attachment A – List of Materials |
| 1.10 | Terms defined in City's Standard General Provisions shall have the same meanings when used in this Contract. | |

ARTICLE 2 WORK

- 2.1 Contractor shall provide all labor, materials, equipment, tools, and services required by City and shall perform all work described in the Contract Documents. Contractor agrees to do additional Work arising from changes ordered by City pursuant to Section C – Scope of Work (page GP-2) of the General Provisions.

ARTICLE 3 CONTRACT TIME

- 3.1 Contractor shall commence the Work on the date specified in City's Notice to Proceed. The Work shall be fully completed within 60 days (the "Contract Time") after the date of commencement specified in City's Notice to Proceed.

ARTICLE 4 LIQUIDATED DAMAGES

- 4.1 City and Contractor agree that if the Work is not completed within the Contract Time, City's damages would be extremely difficult or impracticable to determine. Therefore, City and Contractor agree that if Contractor fails to complete the Work within the Contract Time, Contractor shall pay to City, on demand, as liquidated damages and not as a penalty, the sum of One Hundred Dollars (\$100.00) for each day after the expiration of the Contract Time that the Work remains incomplete, and that this amount is a reasonable estimate of and a reasonable sum for such damages. City may deduct any liquidated damages owed to City, as determined by City, from any payments otherwise payable to Contractor under this Contract.
- 4.2 Nothing contained herein shall limit City's rights or remedies against Contractor for any default other than failure to complete the Work within the Contract Time. This provision for liquidated damages shall not be applicable nor act as a limitation upon City if Contractor abandons the Work. In such event, Contractor shall be liable to City for all losses incurred.

ARTICLE 5 CONTRACT SUM

- 5.1 The Contract Sum is: Sixty Nine Thousand, Eight Hundred Sixty Two Dollars (\$69,862.00).
- 5.2 City shall pay to Contractor, for the performance of the Work, the Contract Sum subject to adjustment for alternates, unit price items, changes ordered by City, and as otherwise provided in the Contract Documents.
- 5.3 Unit prices, if any, and their respective estimated quantities, if specified, are listed in Exhibit "B" Contract Sum - Unit Prices.

The Contract Sum will be increased by an amount equal to the unit price multiplied by the actual number of units of each unit price item incorporated in the Work. Adjustment of unit prices, if actual quantities vary from estimated quantities, is subject to the provisions of Section H – Measurement and Payment (page GP-12) of the General

Provisions.

ARTICLE 6 CONTRACT DOCUMENTS

6.1 The Contract Documents consist of this Contract, Notice Inviting Bids, Standard General Provisions, Addenda, Exhibits, Project Specifications, Bid Proposal Form, Certificates of Insurance, Performance and Labor & Materials Bonds, Notice to Proceed, Contract Modifications, and all other documents identified in this Contract copies of which have been provided to Contractor by City.

ARTICLE 7 DUE AUTHORIZATION

7.1 The person or persons signing this Contract on behalf of Contractor hereby represent and warrant to City that this Contract is duly authorized, signed, and delivered by Contractor.


THIS CONTRACT is entered into as of the date first written above and is executed in at least three original counterparts. One counterpart original shall be delivered to Contractor and two counterpart originals shall be delivered to City.

CITY OF CHICO


By: Mark Orme, City Manager*

*Authorized pursuant to Section 3.20.060 of the Chico Municipal Code.

APPROVED AS TO FORM:


Andrew L. Jared, City Attorney*
*Approved pursuant to The Charter of the City of Chico § 906(D)

REVIEWED AS TO CONTENT:


Scott Dowell, Administrative Services Director*

*Reviewed by Finance and Information Systems

(Complete notary acknowledgment for all signatures of Contractor. If signed by other than the sole proprietor, a general partner, or corporate officer, attach original notarized power of attorney or corporate resolution.)

CONTRACTOR


Eric B. Sarmento

Vice President
Title

C-2 Insulation and Accustical
(Name and Classification of License)

845682
(California License Number)

12/31/22
(Expiration Date)

APPROVED AS TO CONTENT:


Erik Gustafson, Public Works Director -
Operations & Maintenance

ACKNOWLEDGMENT

A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

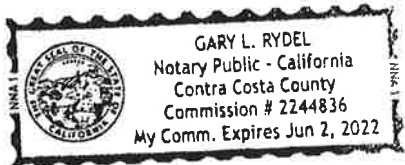
STATE OF CALIFORNIA)
COUNTY OF ALAMEDA)

On JAN 4, 2021, before me, GARY RYDEL, a Notary Public, personally appeared ERIC SARMENTO, who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

Signature 



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**SODIUM BISULFITE HEAT SYSTEM REPLACEMENT
(Project Title)**

**MAJNC/50181-000-4150
(Project No.)**

**EXHIBIT "A"
Description of Project**

The work consists of the removal and replacement of heat trace system and insulation on sodium bisulfite tanks and pumps at the City of Chico Water Pollution Control Plant. Work includes materials, labor, services, transportation and equipment necessary to perform the work.

SCOPE OF SERVICES

1. Remove all existing PVC Jacket material and Fiberglass insulation from piping inside and outside chemical room. Approximately five hundred linear feet. Three hundred sixty linear feet of 2" pipe and one hundred forty linear feet of 1" pipe.
2. Remove Heat Trace tape, controllers and terminations. Approximately five hundred linear feet of tape.
3. Remove and replace any damaged pipe hangers.
4. Remove and replace all valve and pump insulating blankets. Sixty-six insulating blankets in total.
5. Install new Heat Trace system consisting of all necessary controllers, tape and splice connections that are equivalent or better than existing Thermon system. Test system and confirm proper operation.
6. Install new fiberglass insulation on entire system.
7. Install new Heavy-Duty PVC Jacket on entire piping system.
8. List of Material to be provided from Contractor (See Attachment A).

SCHEDULED WORK

Scheduled work is to be done between normal business hours of 7:00 a.m. through 3:30 p.m., Monday through Friday.

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EXHIBIT "B"

Contract Sum

Materials	\$25,879.00
Labor	\$43,083.00
<u>Mechanical</u>	<u>\$ 900.00</u>
Contract Sum	\$69,862.00

Total compensation for this contract is \$69,862.00.

Attachment "A"

RE: Repair of Heat Trace system and Insulation at Tank and Pumps

Material Recap

Item #	Supplier	Item	Qty		
		Heat Trace System			
1		Heat Trace system controller	2		
2		5 Watt Heater	506		
3		RTD Sensor	2		
4		JBS Connection Kit	2		
5		JBS Connection Kit	1		
6		JBS Connection Kit	3		
8		E-100 End Seal/LIGHT	8		
9		GS 54 Tape	30		
10		PS-3 Clamps 2.5"	21		
11		Aluminum Tape (180) ft/roll)	3		
12		Label	38		
13					
14		Insulation FG w/ PVC Jacket			
15		2.5" PVC PIPE Insulation/Jacket	360		
16		90	10		
17		45	4		
18		End Cap	53		
19		Saddle-Cal Sil	40		
20		Valve Blanket	20		
21		Strainer Blanket	2		
22		Sep. Tank (Rubber 1.5")	1		
23		Pump Blanket	2		
24		Injector Blanket	2		