

**PUBLIC WORKS PROJECT CONTRACT  
CITY OF CHICO/ \_\_\_\_\_**

**WPCP PIPE REPAIR (INDUSTRIAL LABOR) FOR  
REPAIR, INSTALLATION/MODIFICATION**

(Project Title)

**850-000-8801/50028-850-4150**

Budget Account No.

THIS PUBLIC WORKS CONTRACT ("CONTRACT") is made as of July 27, 2021, by and between the City of Chico, a municipal corporation of the State of California ("City"), and Gateway Pacific Contractors, Inc., a/an individual, partnership, 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:   | <u>Gateway Pacific Contractors, Inc.</u>   |
| 1.5  | Contractor's Representative:  | <u>Evan Lundin, President</u>  |
| 1.6  | Contractor's address:   | <u>8055 Freeport Blvd., Sacramento, CA 95832</u>   |
| 1.7  | Project name and location:  | <u>Chico, California</u>   |
| 1.8  | City's Project Manager,<br>Contract Documents prepared by:  | James Carr, WPCP Plant Manager   |
| 1.9  | The following listed<br>addenda are incorporated<br>in the Contract Documents:                      | Exhibit "A" Description of Project<br>Exhibit "B" Contract Sum - Unit Prices, if specified |
| 1.10 | Terms defined in City's General Conditions 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 Article 7 of the General Conditions.

## **ARTICLE 3 CONTRACT TIME**

- 3.1 Contractor shall commence the Work on the date specified in City's Notice to Proceed tasking, if contractor is available for the tasking. The Work shall be fully completed within 3 days (the "Contract Time") after the date of commencement specified in City's Notice to Proceed tasking. The term of the contract is not to exceed 5 years.

## **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 thousand Dollars (\$1,000) 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: not to exceed Seventy Four Thousand Dollars (\$74,000) for the duration of the contract. No amount is guaranteed, unless tasked and completed.
- 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 7.5 of the General Conditions.

**ARTICLE 6 CONTRACT DOCUMENTS** Exhibit A and B

6.1 The Contract Documents consist of this Contract, General Conditions, Supplementary Conditions, Exhibits, Specifications, List of Drawings and Drawings, Addenda, Bid Form, Certificates of Insurance, Payment Bond, Performance Bond, List of Subcontractors, 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

CONTRACTOR: GATEWAY PACIFIC CONTRACTORS, INC.





By: Mark Orme, City Manager\*

(Name) Evan Lundin

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

President  
(Title)

CSLB Classifications A & B  
(Name and Classification of License)

APPROVED AS TO FORM:

517988  
(California License Number)



September 30, 2021  
(Expiration Date)

Vincent C. Ewing, City Attorney\*  
\*Approved pursuant to The Charter of the City of Chico § 906(D)

REVIEWED AS TO CONTENT:

APPROVED AS TO CONTENT:

  
Scott Dowell, Administrative Services Director\*

  
Erik Gustafson, Operations Director of Public Works

\*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.)

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 Sacramento    )

On 6/9/2021, before me, Christine Cesa, a Notary Public, personally appeared Evan Lundin, 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.

Christine Cesa, Notary Public  
Signature



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CITY OF CHICO  
WPCP PIPE REPAIR (INDUSTRIAL LABOR) FOR  
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**(Project Title)**

**850-000-8801/50028-850-4150**

Budget Account No.

**EXHIBIT "A"  
Description of Project**

Repair or replace WPCP piping damaged or failing to keep the WPCP operational.

Life of contract is 5 years from date of contract.

Contract shall not exceed 74,000 dollars for the life of the contract and no amount is guaranteed unless tasked and work completed.

Other than welding supplies, materials will be supplied by the City of Chico, WPCP.

Tasking based on availability of contractor to start the work and immediately complete tasking.

**QUALITY ASSURANCE**

Meet and maintain Quality Control on all lines repaired or installed per city standards.

**INSTALLATION**

Before proceeding with installations, inspect all pipe and fittings for damage. Ream pipe and tube ends. Remove burrs. Remove scale and dirt, both inside and outside, before assembly.

Piping shall be routed in an orderly manner, parallel with vertical or horizontal axes of reference, unless otherwise indicated.

Pipe shall be joined together to relieve any and all parts of stationary equipment without undue stress and strain resulting from the weight, misalignment or closure of joints.

Provide clearance for access to valves and fittings, instrumentation, and control devices, provided for operation, removal, and maintenance. Pinch points on moving parts shall be avoided.

Valves shall be installed with stems upright or horizontal, not inverted. Manually actuated valves shall be accessible without use of ladders.

Piping and pipe fittings shall firmly support pipe to line and elevations in drawings.

Protect piping systems from entry of foreign materials by use of temporary covers, completing sections of Work and isolating parts of completed system.

Perform hydrostatic pressure test as required by testing. Remake any faulty joints with all new materials. Use of cement or caulking to seal leaks is absolutely prohibited.

All materials and/or equipment shall be installed per manufacturer's recommendations and instructions.

Install piping in concealed locations, unless otherwise indicated and except in equipment rooms and service areas.

Install piping indicated to be exposed and piping in equipment rooms and service areas at right angles or parallel to building walls. Diagonal runs are prohibited unless specifically indicated otherwise.

Piping shall not project beyond walls or steel lines nor shall it hang below slabs more than is absolutely necessary. Particular attention shall be paid to the required clearances.

Offset piping where required to avoid interference with other work, to provide greater headroom or clearance, or to conceal pipe more readily. Offsets shall be properly drained or trapped where necessary.

Provide swing joints and expansion bends wherever required to allow the piping to expand without undue stress to connections or equipment.

Exposed piping around fixtures or in other conspicuous places shall not show tool marks at fittings.

Isolate pipe from the building construction to prevent transmission of vibration to the structure and to eliminate noise.

Install piping such that any equipment connected to piping may be removed by disconnecting two (2) flanges or unions and removing only one or two pipe sections. All equipment shall have bolted or screwed flanges or unions at pipe connections.

Install fittings for changes in direction and branch connections. T-drill system for mechanically formed tee connections and couplings, and Victaulic hole cut piping system are not allowed.

Do not route piping through transformer vaults or above transformers, panelboards, or switchboards, including the required service space for this equipment, unless the piping is serving this equipment.

Install groups of pipes parallel to each other, spaced to permit applying insulation and servicing of valves.

Install piping to permit valve servicing, all piping shall be free of sags and bends and allow for application of insulation if needed.

Fire-Barrier Penetrations: Maintain indicated fire rating of walls, partitions, ceilings, and floors at pipe penetrations. Seal pipe penetrations with firestop materials.

Provide proper access to materials and equipment that require inspection, repair, service, or maintenance.

## TESTING

A. All piping shall be tested at the pipe class plus 50 psi for a minimum of two hours. Vessels shall be tested at a pressure no higher than 100 psi. Media filters shall be tested at a pressure no higher than 75 psig.

B. All gauges and control devices on lines being tested shall be disconnected for duration of test.

C. Liquid piping system shall be purged of air prior to pressurization.

D. Piping system shall be gradually brought to maximum required pressure using a pressure bypass valve to avoid excessive pressure.

E. Aboveground piping sections will be inspected for leaks during system startup and testing. No leakage will be allowed.

F. Pressure testing shall be considered successful if the test pressure is maintained for at least two hours.

## PIPING JOINT CONSTRUCTION

A. Join pipe and fittings according to the standard specifications.

B. Ream ends of pipes and tubes and remove burrs. Bevel plain ends of steel pipe.

C. Remove scale, slag, dirt, and debris from inside and outside of pipe and fittings before assembly.

D. Threaded Joints: Thread pipe with tapered pipe threads according to ASME standards. Cut threads full and clean using sharp dies. Ream threaded pipe ends to remove burrs and restore full ID. Join pipe fittings and valves as follows:

1. Apply appropriate tape or thread compound to external pipe threads unless dry seal threading is specified.

2. Damaged Threads: Do not use pipe or pipe fittings with threads that are corroded or damaged. Do not use pipe sections that have cracked or open welds.



## PIPING CONNECTIONS

Pipe sizes indicated shall be carried full size to equipment served. Any change of size to match equipment connection shall be made within one foot of the equipment. At temperature control valves with sizes smaller than connected lines, reduction shall be made immediately adjacent to valves.

## CLEANING AND COATING

A. After installation of pipe, fittings, and specials, uncoated ends adjacent to field welded joints, including weld proper, shall be cleaned, primed, lined, and coated for pipe adjacent to weld.

B. Preparation of surfaces to be lined and coated shall be as stipulated for shop application of coal tar primers and enamels, except foreign matter, including damaged coating materials, shall be removed by scraping, chipping or brushing, and surfaces cleaned to bright metal free of all rust, slag, and scale by means of wire brushing or sandblasting.

## WELDED JOINTS

A. General: Field welded joints shall be in accordance with ANSI/AWWA C206.

B. Where exterior welds are performed, adequate space shall be provided for welding and inspection of joints.

C. During installation of welded steel pipe in either straight alignment or on curves, pipe shall be laid so that lap joint clearance, at any point around circumference of joint, shall comply with requirements of AWWA C206. Unless double fillet welds are indicated, field-welded lap joints will be made on outside of pipe and shall be a full penetration weld. Butt straps, where used or required, shall be a minimum of 10 inches wide, same thickness as pipe wall and shall provide for a minimum of 2-inch lap at each pipe joint. Butt straps shall be same thickness as pipe wall but not less than 10 gauge, rolled to fit outside cylinder diameter and shall be centered over plain ends of pipe sections they are to join. Where a 5-inch hand hole is required, a standard 5-inch pipe half coupling or couplings shall be welded to butt strap, as shown on Drawings to permit access for mortar lining inside of joint. Thread a plug into coupling on completion and seal weld.

D. Prior to beginning of welding procedure, any tack welds used to position pipe during laying shall be removed. Any annular space between faying surfaces of bell and spigot shall be equally distributed around circumference of joint by shimming, jacking, or other suitable means. Weld shall then be made in accordance with ANSI/AWWA C206. Where more than one pass is required, each pass except first and final one shall be opened to relieve shrinkage stresses; and all dirt, slag, and flux shall be removed before succeeding bead is applied.

E. As soon as practicable after welding of each joint, all field-welded joints shall be tested by liquid penetrant inspection procedure conforming to requirements of ANSI/ASTM E 165 under Method "B" and "Leak Testing." All defects shall be chipped out, rewelded and retested.

Upon retest, repaired area shall show no leaks or other defects.

F. Following tests of joint, exterior joint spaces shall be coated in accordance with these Specifications after which backfilling may be completed.

G. Joints: pipe ends shall be cut straight on joints where butt straps are used for realignment, adjustment, or deflection, and fillet welds shall be made as shown on Drawings.

H. Welds shall be sound and free from embedded scale of slag, have tensile strength across weld not less than that of thinner of connected sections, and be watertight.

I. Use butt welds for welded joints in line pipe assemblies and fabrication of bends and other specials.

J. Use filled welds for flange attachment in accordance with AWWA C207.

K. Conform field welding of joints and preparation of pipe ends to AWWA C206 and ASTM A139.

1. Yield point determination of field welded joint shall be made by independent testing laboratory at beginning of Work at request of CONTRACTOR/ENGINEER.

2. Furnish specimens for weld tests to CONTRACTOR/ENGINEER for testing by independent testing laboratory whenever, in judgment of CONTRACTOR/ENGINEER, unsatisfactory weld is being made. Costs for laboratory testing for unsatisfactory welding shall be paid for by the CONTRACTOR.

3. Use of back-up welding strips or rings for welds not permitted.

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**EXHIBIT "B"  
Contract Sum - Unit Prices**

Item No.	Description	Unit	Unit Price
1.	Welder, with machine normal workday hours 8am-5pm	Per Hour	\$ <u>180</u>
2.	Welder, with machine outside workday hours, 5pm to 8am	Per Hour	\$ <u>230</u>
3.	Laborer, normal workday hours 8am-5pm	Per Hour	\$ <u>120</u>
4.	Laborer, outside normal workday hours 5pm to 8am	Per Hour	\$ <u>145</u>
5.	Operator, normal workday hours 8am-5pm	Per Hour	\$ <u>150</u>
6.	Operator, outside normal workday hours 5pm to 8am	Per Hour	\$ <u>175</u>
7.	Lead worker, normal workday hours 8am-5pm	Per Hour	\$ <u>160</u>
8.	Lead worker, outside normal workday hours 5pm to 8am	Per Hour	\$ <u>185</u>
9.	Service/Utility Truck	Per Hour	\$ <u>15</u>
10.	Emergency Call Out / Mobilization	Each	\$ <u>2,000</u>