REPORT TO MAYOR AND COUNCIL

NO: 13-155

Council Meeting: June 25, 2013

SUBJECT: Award of Bid No. PW13-10 for Air Flotation Tank 1 & 4 Improvements

BACKGROUND

Approval is requested to award a construction contract in the amount of $1,924,070 to Anderson Pacific Engineering Construction, Inc. of Santa Clara for Air Flotation Tank 1 & 4 Improvements (Public Works Project No. UY-12/08-14) at the Water Pollution Control Plant. Approval is also requested for a 10% construction contingency in the amount of $192,407.

DISCUSSION

The four Air Flotation Thickener (AFT) units at the Water Pollution Control Plant (Plant) are an integral part of the tertiary process in the treatment of wastewater. Each unit consists of a concrete clarifier tank 60 feet in diameter with a center mechanical column. The center column receives wastewater from the Fixed Growth Reactors (FGRs), delivers it into the tank, injects air and polymer into the water, and controls the top and bottom skimmers located inside each tank. The injected air and polymer coagulate algae dissolved into the water, and the algae is then skimmed off from the tank and the wastewater then sent through to filtration. Typically the Plant requires three functioning AFT units to efficiently process the amount of wastewater received on a daily basis.

Three of the AFT units were constructed in 1975 and the fourth was constructed in 1982. All of the components have been scheduled for rehabilitation due to their age and condition. The tanks in units 2 & 3 were rehabilitated in 2012; units 1 & 4 are scheduled for this year. These projects are necessary to keep the Plant operating while the Reconstruction Program is being developed and implemented over the course of the next 10-15 years.

The scope of work for this project includes repair or replacement of valves, motors, and pumps; repair and re-coating of the concrete tank interiors; replacement of air pressure tanks; corrosion protection of exposed metal surfaces; and mechanical reconditioning of the center column components. Other work includes reconditioning or replacement of electrical components including switches, conduits, breakers, conductors, and other components of the motor control center.

The construction project was bid as follows:

Bid Notice: Advertised in The Sun on April 19, 2013;
19 Bay Area Builder's Exchanges;
Onvia DemandStar public procurement network; and
Published on the City's website.

Bid Response: 23 contractors requested bid documents.

Bid Results: Sealed bids publicly opened on May 15, 2013;
Three responsive bids were received.

The lowest responsive and responsible bid was from Anderson Pacific Engineering Construction, Inc. of Santa Clara in the amount of $1,924,070. The bid amount is approximately 9.2% below the engineer's estimate of $2,100,000. The Bid Summary is attached.

Staff recommends accepting the bid from Anderson Pacific Engineering Construction, Inc., the lowest responsive and responsible bidder. Staff also recommends the award of a 10% construction contingency.

This project is categorically exempt from environmental review pursuant to CEQA Guideline Section 15301, replacement or reconstruction of existing utility systems and/or facilities involving negligible or no expansion of capacity.

FISCAL IMPACT

Project costs are as follows:

Construction	$1,924,070
Construction contingency (10%)	$192,407
Total cost	$2,116,477

Project expenses in the amount of $2,150,000 are programmed in FY 2013/14 in Capital Project 825141 (Air Flotation Tanks Rehabilitation), funded by the Wastewater Management Fund.

PUBLIC CONTACT

Public contact was made by posting the Council agenda on the City's official-notice bulletin board outside City Hall, at the Sunnyvale Senior Center, Community Center and Department of Public Safety; and by making the agenda and report available at the Sunnyvale Public Library, the Office of the City Clerk and on the City's Web site.

RECOMMENDATION

It is recommended that Council:

1. Award a contract, in substantially the same form as the attached draft and in the amount of $1,924,070 to Anderson Pacific Engineering Construction, Inc., for the subject project, and authorize the City Manager to execute the contract when all the necessary conditions have been met; and
2. Approve a 10% construction contingency in the amount of $192,407.

Reviewed by:

Grace K. Leung, Director of Finance
Prepared by: Pete Gonda, Purchasing Officer

Reviewed by:

John Stufflebean, Director of Environmental Services

Reviewed by:

Kent Steffens, Director of Public Works

Approved by:

Gary M. Luebbers
City Manager

Attachments

A. Bid Summary
B. Draft General Construction Contract

ATTACHMENT A
BID SUMMARY

	Invitation for Bids No. PW13-10						
	Air Flotation Tank 1 & 4 Improvements						
	Public Works Project No. UY-12/08-14						
Bidder		Anderson Pacific		D.W. Nicholson Corp.		Spiess Construction	
Address		1390 Norman Avenue		24747 Clawiter Road		P.O. Box 2849	
		Santa Clara, CA 95054		Hayward, CA 94545		Santa Maria, CA 93457	
Contact		Peter Anderson		Gonzalo Alliende		Barry Matchett	
Bid Items							
1. Mobilization		Lump sum	$100,000.00	Lump sum	$8,100.00	Lump sum	$68,300.00
2. Ejector Pit Valves		$700/EA	$7,000.00	$1,290/EA	$12,900.00	$443/EA	$4,430.00
3. Motor Condition		$10,000/EA	$20,000.00	$3,300/EA	$6,600.00	$7,600/EA	$15,200.00
4. Collector Drive		Lump sum	$300,000.00	Lump sum	$275,400.00	Lump sum	$332,700.00
5. Perimeter Baffle		$85,000/EA	$85,000.00	$99,400/EA	$99,400.00	$76,150/EA	$76,150.00
6. Rake Arms		$160,00/EA	$160,000.00	$154,100/EA	$154,100.00	$196,300/EA	$196,300.00
7. Re-Coating		Lump sum	$255,000.00	Lump sum	$620,600.00	Lump sum	$575,700.00
8. Rail Supports		$1,900/EA	$83,600.00	$1,025/EA	$45,100.00	$1,540/EA	$67,760.00
9. Skimmer Blades		$3,400/EA	$27,200.00	$4,500/EA	$36,000.00	$3,900/EA	$31,200.00
10. Valve Replace		Lump sum	$30,000.00	Lump sum	$36,400.00	Lump sum	$38,500.00
11. Recoat Piping		Lump sum	$50,000.00	Lump sum	$77,700.00	Lump sum	$58,850.00
12. Pressure Pump		$30,000/EA	$60,000.00	$36,300/EA	$72,600.00	$27,750/EA	$55,500.00
13. Ejector Valves		$4,000/EA	$16,000.00	$6,050/EA	$24,200.00	$2,750/EA	$11,000.00
14. Pressure Tanks		$70,000/EA	$210,000.00	$79,500/EA	$238,500.00	$83,960/EA	$251,880.00
15. Joint Sealant		$70.00/LF	$3,780.00	$90.74/LF	$4,900.00	$108.00/LF	$5,832.00
16. Concrete		$400/SF	$4,000.00	$820/SF	$8,200.00	$304/SF	$3,040.00
17. Grout Topping		$15.00/SF	$42,390.00	$21.05/SF	$59,500.00	$45.00/SF	$127,170.00
18. Crack injection		$80.00/LF	$9,600.00	$109.17/LF	$13,100.00	$44.00/LF	$5,280.00
19. Metal Repair		Lump sum	$30,000.00	Lump sum	$30,000.00	Lump sum	$30,000.00
20. Electrical Work		Lump sum	$200,000.00	Lump sum	$177,500.00	Lump sum	$107,800.00
21. MCC Bucket		Lump sum	$200,000.00	Lump sum	$122,800.00	Lump sum	$155,200.00
22. All Other Work		Lump sum	$30,000.00	Lump sum	$33,700.00	Lump sum	$10,700.00
23. Sheet/Shoring		Lump sum	$500.00	Lump sum	$0.00	Lump sum	$10,100.00
BID TOTAL			**$1,924,070.00**		**$2,157,300.00**		**$2,238,592.00**
Surety		10% Bid Bond		10% Bid Bond		10% Bid Bond	
License		Class "A"		Class "A"		Class "A"	
Subs		Euro Style - Painting		Redwood - Painting		Redwood - Painting	
						St. Denis - Electrical	

ATTACHMENT B
DRAFT
GENERAL CONSTRUCTION CONTRACT

THIS CONTRACT dated _____ is by and between the CITY OF SUNNYVALE, a municipal corporation of the State of California ("Owner") and ANDERSON PACIFIC ENGINEERING CONSTRUCTION, INC., a California corporation ("Contractor").

RECITALS:

The parties to this Contract have mutually covenanted and agreed, as follows:

1. **The Contract Documents.** The complete Contract consists of the following documents: Notice Inviting Bids; Instructions to Bidders; Performance Bond and Payment Bond; Guaranty; City of Sunnyvale Standard Specifications for Public Works Construction, 2006 Edition; City of Sunnyvale Standard Details for Public Works Construction, 2006 Edition; Plans and Specifications, "Air Flotation Tank 1 & 4 Improvements Project, Project No. UY-12/08-14, Invitation for Bids No. PW13-10", including four (4) Addenda; OSHA, and other standards and codes as outlined in the Specifications. These documents are all incorporated by reference. The documents comprising the complete contract are collectively referred to as the Contract Documents.

Any and all obligations of the Owner and the Contractor are fully set forth and described therein.

All of the above documents are intended to work together so that any work called for in one and not mentioned in the other or vice versa is to be executed the same as if mentioned in all documents.

2. The Work. Contractor agrees to furnish all tools, equipment, apparatus, facilities, labor, transportation, and material necessary to perform and complete the project in a good and workmanlike manner. The work consist(s) of mechanical, electrical, structural and site work associated with the rehabilitation of several Air Flotation Tanks at the Water Pollution Control Plant as called for, and in the manner designated in, and in strict conformity with, the Plans and Specifications prepared by RMC Water and Environment and adopted by the Owner. These Plans and Specifications are entitled respectively, Air Flotation Tank 1 & 4 Improvements Project, Project No. UY-12/08-14.

It is understood and agreed that the work will be performed and completed as required in the Plans and Specifications under the sole direction and control of the Contractor, and subject to inspection and approval of the Owner, or its representatives. The Owner hereby designates as its representative for the purpose of this contract the Senior Civil Engineer for Construction or an employee of the Owner who will be designated in writing by the Director of Public Works.

3. The Owner agrees to pay and the Contractor agrees to accept, in full payment for the work above agreed to be done, the sum of One Million Nine Hundred Twenty Four Thousand Seventy and No/100 Dollars ($1,924,070.00) subject to final determination of the work performed and materials furnished at unit prices per “Exhibit A” attached hereto and incorporated by this reference, and subject to additions and deductions in accordance, as provided in the Documents and in accordance with Contract Documents.

4. Permits; Compliance with Law. Contractor shall, at its expense, obtain all necessary permits and licenses, easements, etc., for the construction of the project, give all necessary notices, pay all fees required by law, and comply with all laws, ordinances, rules and regulations relating to the work and to the preservation of the public health and safety.

5. Inspection by Owner. Contractor shall at all times maintain proper facilities and provide safe access for inspection by the Owner to all parts of the work, and to the shops wherein the work is in preparation. Where the Specifications require work to be specially tested or approved, it shall not be tested or covered up without timely notice to the Owner of its readiness for inspection and without the approval thereof or consent thereto by the latter. Should any such work be covered up without such notice, approval, or consent, it must, if required by Owner, be uncovered for examination at the Contractor's expense.

6. Extra or Additional Work and Changes. Should Owner at any time during the progress of the work request any alterations, deviations, additions or omissions from the Specifications or Plans or other Contract Documents it shall be at liberty to do so, and the same shall in no way affect or make void the contract, but will be added to or deducted from the amount of the contract price, as the case may be, by a fair and reasonable valuation, agreed to in writing between the parties hereto. No extra work shall be performed or change be made unless in pursuance of a written order from the Director of Public Works or authorized representative, stating that the extra work or change is authorized and no claim for an addition to the contract sum shall be valid unless so ordered.

7. Time for Completion. All work under this contract shall be completed before the expiration Three Hundred Sixty (360) calendar days from the date specified in the Notice to Proceed.

If Contractor shall be delayed in the work by the acts or neglect of Owner, or its employees or those under it by contract or otherwise, or by changes ordered in the work, or by strikes, lockouts by others, fire, unusual delay in transportation, unavoidable casualties or any causes beyond the Contractor's control, or by delay authorized by the Owner, or by any cause which the Owner shall decide to justify the delay, then the time of completion shall be extended for such reasonable time as the Owner may decide.

This provision does not exclude the recovery of damages for delay by either party under other provisions.

8. Inspection and Testing of Materials. Contractor shall notify Owner a sufficient time in advance of the manufacture or production of materials, to be supplied under this contract, in order that the Owner may arrange for mill or factory inspection and testing of same, if Owner requests such notice from Contractor.

9. Termination for Breach, etc. If Contractor should file a bankruptcy petition and/or be judged bankrupt, or if Contractor should make a general assignment for the benefit of creditors, or if a receiver should be appointed on account of insolvency, or if Contractor or any subcontractors should violate any of the provisions of the Contract, Owner may serve written notice upon Contractor and its surety of Owner's intention to terminate the Contract. The notice shall contain the reasons for such intention to terminate the Contract, and, unless within ten days after serving such notice, such violation shall cease and satisfactory arrangements for correction thereof be made, upon the expiration of the ten days, the Contract shall cease and terminate. In the event of any such termination, Owner shall immediately serve written notice thereof upon the surety and the Contractor, and the surety shall have the right to take over and perform the Contract; provided, however that, if the surety within fifteen days after the serving upon it of notice of termination does not give Owner written notice of its intention to take over and perform the Contract or does not commence performance thereof within thirty days from the date of the serving of such notice, Owner may take over the work and prosecute the same to completion by contract or by any other method it may deem advisable, for the account and at the expense of Contractor, and Contractor and its surety shall be liable to Owner for any excess cost occasioned Owner thereby, and in such event Owner may without liability for so doing take possession of and utilize in completing the work, such materials, appliances, plant and other property belonging to Contractor as may be on the site of the work and necessary therefor.

10. Owner's Right to Withhold Certain Amounts and Make Application Thereof. In addition to the amount which Owner may retain under Paragraph 21 until the final completion and acceptance of all work covered by the Contract, Owner may withhold from payment to Contractor such amount or amounts as in its judgment may be necessary to pay just claims against Contractor or any subcontractors for labor and services rendered and materials furnished in and about the work. Owner may apply such withheld amount or amounts to the payment of such claims in its discretion. In so doing Owner shall be deemed the agent of Contractor and any payment so made by Owner shall be considered as a payment made under the Contract by Owner to the Contractor and Owner shall not be liable to Contractor for any such payment made in good faith. Such payment may be made without prior judicial determination of the claim or claims.

11. Notice and Service Thereof. All notices required pursuant to this Contract shall be communicated in writing, and shall be delivered in person, by commercial courier or by first class or priority mail delivered by the United States Postal Service. Transmission of notice by facsimile or by telephone may be deemed sufficient if the requirement for written notice is waived, in writing, by the receiving party. Notices delivered in person shall be deemed communicated as of actual receipt. Notices sent

by mail or courier service shall be deemed communicated as of three days after mailing or dispatch, unless that date is a date on which there is no mail or delivery service, in which case communication shall be deemed to occur the next mail service or delivery day. The burden of proof of compliance with this requirement for written notice shall be on the sending party. All notices sent pursuant to this Contract shall be addressed as follows:

Owner: City of Sunnyvale
Department of Public Works
Construction Contract Administrator
P. O. Box 3707
Sunnyvale, CA 94088-3707

Contractor: Anderson Pacific Engineering Construction, Inc.
Attn: Peter Anderson
1390 Norman Avenue
Santa Clara, CA 95054

12. Assignment of Contract. Neither the Contract, nor any part thereof, nor moneys due or to become due thereunder may be assigned by Contractor without the prior written approval of Owner.

13. Compliance with Specifications of Materials. Whenever in the Specifications, any material or process is indicated or specified by patent or proprietary name, or by name of manufacturer, such Specifications must be met by Contractor, unless Owner agrees in writing to some other material, process or article offered by Contractor which is equal in all respects to the one specified.

14. Contract Security. Contractor shall furnish a surety bond in an amount at least equal to 100 percent of the contract price as security for the faithful performance of this Contract. Contractor shall also furnish a separate surety bond in an amount at least equal to 100 percent of the contract price as security for the payment of all persons for furnishing materials, provisions, provender, or other supplies, or teams, used in, upon, for or about the performance of the work contracted to be done, or for performing any work or labor thereon of any kind, and for the payment of amounts due under the Unemployment Insurance Code with respect to such work or labor in connection with this Contract, and for the payment of a reasonable attorney's fee to be fixed by the court in case suit is brought upon the bond. Bonds shall be issued by an admitted surety insurer authorized to operate in the state of California.

15. Insurance. Contractor shall not commence work under this Contract until all insurance required under this paragraph has been obtained and such insurance has been approved by the Owner, nor shall Contractor allow any subcontractor to commence work on a subcontract until all similar insurance required of the subcontractor has been so obtained and approved. Contractor shall furnish the Owner with satisfactory proof of the carriage of insurance required, and there shall be a specific

contractual liability endorsement extending the Contractor's coverage to include the contractual liability assumed by the Contractor pursuant to this Contract and particularly Paragraph 16 hereof. Any policy of insurance required of the Contractor under this Contract shall also contain an endorsement providing that thirty (30) days' notice must be given in writing to the Owner of any pending change in the limits of liability or of any cancellation or modification of the policy. Insurance carrier shall be California-admitted.

(a) Compensation Insurance and Employer's Liability Insurance. Contractor shall take out and maintain during the life of this Contract Workers' Compensation Insurance and Employer's Liability Insurance for all of employees employed at the site of the project and, in case any work is sublet, Contractor shall require the subcontractor similarly to provide Workers' Compensation Insurance and Employer's Liability Insurance for all of the latter's employees unless such employees are covered by the protection afforded by Contractor.

In signing this Contract, Contractor makes the following certification, required by Section 1861 of the Labor Code:

> "I am aware of the provision 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."

(b) General and Automobile Liability Insurance. Contractor, at its own cost and expense, shall maintain personal injury liability and property damage insurance for the period covered by the Contract in the amount of Two Million Dollars ($2,000,000.00) per occurrence and $4,000,000 annual aggregate combined single limit coverage. Such coverage shall include, but shall not be limited to, protection against claims arising therefrom, and damage to property resulting from activities contemplated under this Contract, use of owned automobiles, products and completed operations, including U, C and X. Such insurance shall be with insurers and under forms of policies satisfactory in all respects to the Owner and shall provide that notice must be given to Owner at least thirty (30) days prior to cancellation or material change. The following endorsements shall be attached to the policy:

> Policy shall cover on an "occurrence" basis. Policy must cover personal injuries as well as bodily injuries. Exclusion of contractual liability must be eliminated from personal injury endorsement. Broad form property damage endorsement must be attached. Owner is to be named as an additional insured on any contracts of insurance under this paragraph (b). Coverage shall not extend to any indemnity coverage for the active negligence of the additional insured in any case where an agreement to indemnify the additional insured would be invalid under Subdivision (b) of Section 2782 of the Civil Code. The policies of insurance shall be considered primary insurance before any policies of insurance maintained by Owner.

16. Hold Harmless. Contractor agrees to defend, save, indemnify and hold harmless Owner and all its officers, employees, and agents, against any and all liability, claims, judgments, or demands, including demands arising from injuries or death of persons (Contractor's employees included) and damage to property, arising directly or indirectly out of the obligations herein undertaken or out of the operations conducted by Contractor, save and except claims or litigation arising through the active negligence or willful misconduct of Owner, or of Owner's officials, agents, employees, servants, or independent contractors who are directly responsible to Owner. Contractor shall make good and reimburse Owner for any expenditures, including reasonable attorneys' fees, Owner may make by reason of such claim or litigation, and, if requested by Owner, Contractor shall defend any such suits at the sole cost and expense of Contractor.

17. Hours of Work. Eight hours of labor during any one calendar day and forty hours of labor during any one calendar week shall constitute the maximum hours of service upon all work done hereunder, and it is expressly stipulated that no laborer, worker, or mechanic employed at any time by the Contractor or by any subcontractor or subcontractors under this Contract, upon the work or upon any part of the work contemplated by this Contract, shall be required or permitted to work thereon more than eight hours during any one calendar day and forty hours during any one calendar week, except, as provided by Section 1815 of the Labor Code of the State of California, work performed by employees of contractors in excess of eight hours per day and forty hours during any one week shall be permitted upon public work upon compensation for all hours worked in excess of eight hours per day at not less than one and one-half times the basic rate of pay. It is further expressly stipulated that for each and every violation of Sections 1811-1815, inclusive, of the Labor Code of the State of California, all the provisions whereof are deemed to be incorporated herein, Contractor shall forfeit, as a penalty to Owner, fifty dollars ($50.00) for each laborer, worker, or mechanic employed in the execution of this Contract by Contractor, or by any subcontractor under this Contract, for each calendar day during which the laborer, worker, or mechanic is required or permitted to work more than eight hours in any one calendar day and forty hours in any one calendar week in violation of the provisions of the Sections of the Labor Code.

Contractor, and each subcontractor, shall, in accordance with California Labor Code Section 1776 or as the same may be later amended, keep accurate payroll records showing the name, address, social security number, work classification, straight time and overtime hours worked each day and week, and the actual per diem wages paid to each journeyman, apprentice, worker, or other employee employed by him or her in connection with work under this agreement. Each payroll record shall contain or be verified by a written declaration under penalty of perjury, in accordance with Labor Code Section 1776(a). Such payroll records shall be made available at all reasonable times at the Contractor’s principal office to the persons authorized to inspect such records pursuant to Labor Code Section 1776. A certified copy of all payroll records shall be made available for inspection or furnished upon request to a representative of the Division of Labor Standards Enforcement, and the Division of Apprenticeship Standards of the Department

of Industrial Relations, as well as to the Owner's representative. In the event the Contractor or a Subcontractor fails to comply in a timely manner within ten days to a written notice requesting the records, such contractor or subcontractor shall forfeit twenty-five dollars ($25.00) for each calendar day, or portion thereof, for each worker, until strict compliance is effectuated, in accordance with Labor Code Section 1776(g).

18. Wage Rates. Pursuant to the Labor Code of the State of California, or any applicable local law, Owner has ascertained the general prevailing rate per diem wages and rates for holidays, and overtime work in the city, for each craft, classification or type of laborer, worker, or mechanic needed to execute this Contract. Owner has adopted, by reference, the general prevailing rate of wages applicable to the work to be done under the Contract, as adopted and published by the Division of Labor Standards Enforcement and Labor Statistics and Research of the State of California, Department of Industrial Relations, to which reference is hereby made for a full and detailed description. A copy of the prevailing wage rates may be reviewed in the office of the Director of Public Works, City of Sunnyvale, 456 West Olive Avenue, Sunnyvale, California. Wage rates can also be obtained through the City's Website at http://sunnyvale.ca.gov/Departments/Finance/Purchasing/prevailingwage.htm. Neither the notice inviting bids nor this Contract shall constitute a representation of fact as to the prevailing wage rates upon which the Contractor or any subcontractor may base any claim against Owner.

It shall be mandatory upon Contractor and upon any subcontractor to pay not less than the specified rates to all laborers, workers, and mechanics employed in the execution of the Contract. It is further expressly stipulated that Contractor shall, as a penalty to Owner, forfeit fifty dollars ($50.00) for each calendar day, or portion thereof, for each laborer, worker, or mechanic paid less then the stipulated prevailing rates for any work done under this Contract by Contractor or by any subcontractor; and Contractor agrees to comply with all provisions of Section 1775 of the Labor Code.

In case it becomes necessary for Contractor or any subcontractor to employ on the project under this Contract any person in a trade or occupation (except executives, supervisory, administrative, clerical, or other non-manual workers as such) for which no minimum wage rate is herein specified, Contractor shall immediately notify Owner who will promptly thereafter determine the prevailing rate for such additional trade or occupation and shall furnish Contractor with the minimum rate based thereon. The minimum rate thus furnished shall be applicable as a minimum for such trade or occupation from the time of the initial employment of the person affected and during the continuance of such employment.

19. Accident Prevention. Precaution shall be exercised at all times for the protection of persons (including employees) and property. The safety provisions of applicable laws, building and construction codes shall be observed. Machinery, equipment, and other hazards shall be guarded or eliminated in accordance with the safety provisions of the Construction Safety Orders issued by the Industrial Accident Commission of the State of California.

20. Contractor's Guarantee. Owner shall not, in any way or manner, be answerable or suffer loss, damage, expense or liability for any loss or damage that may happen to the building, work, or equipment or any part thereof, or in, on, or about the same during its construction and before acceptance. Contractor unqualifiedly guarantees the first-class quality of all workmanship and of all materials, apparatus, and equipment used or installed by Contractor or by any subcontractor or supplier in the project which is the subject of this Contract, unless a lesser quality is expressly authorized in the Plans and Specifications, in which event Contractor unqualifiedly guarantees such lesser quality; and that the work as performed by Contractor will conform with the Plans and Specifications or any written authorized deviations therefrom. In case of any defect in work, materials, apparatus or equipment, whether latent or patent, revealed to Owner within one year of the date of acceptance of completion of this Contract by Owner, Contractor will forthwith remedy such defect or defects without cost to Owner.

21. Liquidated Damages. Time shall be the essence of this Contract. If Contractor fails to complete, within the time fixed for such completion, the entire work mentioned and described and contracted to be done and performed, Contractor shall become liable to Owner for liquidated damages in the sum of One Thousand and No/100 ($1,000.00) for each and every calendar day during which work shall remain uncompleted beyond such time fixed for completion or any lawful extension thereof. The amount specified as liquidated damages is presumed to be the amount of damage sustained by Owner since it would be impracticable or extremely difficult to fix the actual damage; and the amount of liquidated damages may be deducted by Owner from moneys due Contractor hereunder, or its assigns and successors at the time of completion, and Contractor, or its assigns and successors at the time of completion, and its sureties shall be liable to Owner for any excess.

22. Additional Provisions.

None.

IN WITNESS WHEREOF, two identical counterparts of this contract, each of which shall for all purposed be deemed an original thereof, have been duly executed by the parties.

CITY OF SUNNYVALE
a Municipal Corporation, Owner

By_____/____/____
City Manager

Attest:
City Clerk

By_____/____/____
City Clerk Date

(SEAL)

APPROVED AS TO FORM:

_____/____/____
City Attorney Date

Anderson Pacific Engineering Construction, Inc.
Contractor

License No. 245215

By_____

_____/____/____
Title Date

By_____

_____/____/____
Title Date

(Notice: The signatures of the Contractor's officers on this contract must be acknowledged before a notary.)

ACKNOWLEDGMENT

State of California)
County of)

On _____ before me, _____

personally appeared _____

_____

_____

personally known to me (or 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.

WITNESS my hand and official seal.

Signature _____ (SEAL)

ATTACHMENT A
Bid Schedule

Item No.	Description with Unit Prices Written In Words	Unit of Measure	Estimated Quantity	Unit Price in Figures
1.	Mobilization (cannot exceed 5% of Total Base Bid)	1	LS	$100,000.00
2.	New Ejector Pit Valves	10	EA	$700.00
3.	Pressurization Pumps Motor Reconditioning	2	EA	$10,000.00
4.	New Solids Collector Drive	1	LS	$300,000.00
5.	New Perimeter Baffle	1	EA	$85,000.00
6.	Rake Arms Replacement (1 assembly, 2 rake arms)	1	EA	$160,000.00
7.	Re-Coating Metallic Components (Not Including Piping)	1	LS	$255,000.00
8.	Replace Rail Supports	44	EA	$1,900.00
9.	Replace Skimmer Blades	8	EA	$3,400.00
10.	Valve Replacement and Appurtenances	1	LS	$30,000.00
11.	Re-Coat Existing Exposed Piping	1	LS	$50,000.00
12.	Replace Pressurization Pump Casing and Wear Items	2	EA	$30,000.00
13.	New Air Ejector Control Valves	4	EA	$4,000.00
14.	Replace AFT 1, 3, and 4 Pressurization Tanks	3	EA	$70,000.00
15.	Replace Construction Joint Sealant	54	LF	$70.00
16.	Repair Spalled Concrete	10	SF	$400.00
17.	Replace Grout Bed Topping	2,826	SF	$15.00
18.	Epoxy-Inject Shrinkage/Temperature Cracks	120	LF	$80.00
19.	Metal Repair (Allowance)	1	LS	$30,000
20.	Electrical Work	1	LS	$200,000.00
21.	MCC Bucket Upgrade for Pressurization Pump 1, 2, 3, and 4 and Center Drive 1, 2, 3, And 4	1	LS	$200,000.00
22.	All Other Works Not Included Above	1	LS	$30,000.00
23.	Sheeting, Shoring, and Bracing	1	LS	$500.00