



Pleasant Valley County Water District

**PLEASANT VALLEY COUNTY WATER DISTRICT
154 South Las Posas Rd.
Camarillo, CA 93010**

**NOTICE TO BIDDERS, BID, CONTRACT,
GENERAL CONDITIONS AND SPECIFICATIONS**

For

MAGNETIC FLOW METER PROCUREMENT

Specification No.: 2022-02

May 2022

Jared Bouchard – General Manager

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District Project No(s).: 2022-02

The Specifications contained herein have been prepared by, or under the direct supervision of, the following Registered Professional Engineer:



FRANK DODGE, PE (CONSULTANT)



APPROVED PER



JARED BOUCHARD – DISTRICT GENERAL MANAGER

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DIVISION 40 – PROCESS INTEGRATION

409115 – Magnetic Flow Meters



Pleasant Valley County
Water District 

NOTICE INVITING BIDS

**MAGNETIC FLOW METER PROCUREMENT
SPECIFICATION NO. 2022-02**

The Pleasant Valley County Water District ("District") will receive sealed bids, electronically, for the MAGNETIC FLOW METER PROCUREMENT project at the following email address, jared@pvcwater.com, no later than **June 16, 2022, 5:00 PM** and, thereafter, bids will be opened and read aloud. Bids cannot be considered after this time. All associated documents, including bonding information, shall be submitted electronically via email. Paper bids will not be accepted. Confirmation of a bidder's successful submission of the documents will be provided. Bids shall be valid for sixty (60) calendar days after the bid opening date. Bids must be submitted on the District's Bid Forms.

Bids shall be opened and read aloud on **June 17, 2022 at 10:00 AM**. Bidders may attend the opening and reading of the bids virtually at the following Zoom Meeting Link.

Zoom Meeting Link: <https://us06web.zoom.us/j/87500018858>

The work consists of furnishing all labor, materials, tools, equipment, and incidentals as required by the Specifications and Contract Documents. The general items of the Work consists of procurement of flow meters for use on water distribution lines.

Bid and Contract Documents may be downloaded free of charge at from the District website at <https://www.pleasantvalleycountywaterdistrict.com/open-solicitations>. Addenda to the Contract Documents will be posted to the District site and will be the **sole means** of communication and distribution of such.

All questions shall be submitted to the District General Manager prior to June 3, 2022 at 5:00 PM by email at jared@pvcwater.com.

To the extent required by Section 20103.7 of the Public Contract Code, upon request, the District shall provide an electronic copy of the Contract Documents at no charge to a contractor plan room service.

The successful bidder will be required to complete all work within **120** calendar days from the commencement date stated in the Notice to Proceed. In accordance with Government Code section 53069.85, District will be compensated for damages incurred due to delays for which the Contractor is responsible. The parties agree that determining District's exact delay damages is and will continue to be impracticable and extremely difficult. As such, for each calendar day in excess of the time agreed upon for completion of the work, the

Contractor shall pay to the District **\$200** per day, as liquidated damages and not as a penalty or forfeiture. Such amount shall constitute the only payment allowed for damages resulting from Contractor caused delays. The District shall have the right to deduct the amount of liquidated damages from any money due or that may become due under the Contract.

Consistent with Public Contract Code Section 7102, Contractor will be compensated for damages incurred due to delays for which the District is responsible. The parties agree that determining Contractor's exact delay damages is and will continue to be impracticable and extremely difficult. As such, for each calendar day in excess of the time agreed upon for completion of the work, the District shall pay to the Contractor **\$200** per day, as reverse liquidated damages and not as a penalty or forfeiture. Such amount shall constitute the only payment allowed for any District caused delays and shall necessarily include all overhead, all profits, all administrative costs, all bond costs, all labor, materials, equipment and rental costs and any other costs, expenses and fees incurred or sustained as a result of such delays. Notice of requests for delay damages and additional days shall be provided to the District within seven (7) days from the discovery of the circumstances giving rise to any delay or three (3) days from the discovery of any latent or subsurface conditions giving rise to a delay.

The calendar days specified above includes the District's alternative Friday and Holiday Closures, as well as all legal holidays.

Award of Contract: The District shall award the Contract for the Work to the lowest responsive, responsible bidder as determined from Base Bid Alone in conjunction with a reasonable material lead time, as determined by the District. The District reserves the right to reject any or all bids or to waive any irregularities or informalities in any bids or in the bidding process.

For further information, contact the District's General Manager, Jared Bouchard, jared@pvcwater.com, (805) 482-2119.

BY ORDER OF THE PLEASANT VALLEY COUNTY WATER DISTRICT

DATED THIS THURSDAY, MAY 26, 2022



Jared Bouchard, District General Manager

Publish: Thursday, May 26, 2022

PLEASANT VALLEY COUNTY WATER DISTRICT

INSTRUCTIONS TO BIDDERS

1. AVAILABILITY OF CONTRACT DOCUMENTS

Bids must be submitted electronically to the District at the following email address, jared@pvcwater.com, on the Bid Forms which are a part of the Bid Package for the Work. Contract Documents may be downloaded or obtained from the District at the location(s) and at the time(s) indicated in the Notice Inviting Bids. Any charge for the Contract Documents is stated in the Notice Inviting Bids. If requested, the District shall also make the Contract Documents available for review in electronic form at one or more plan rooms at no charge, as required by Public Contract Code section 20103.7.

2. EXAMINATION OF CONTRACT DOCUMENTS

Bidders shall be solely responsible for examining the Site and the Contract Documents, including any addenda issued during the bidding period, and for informing themselves with respect to local labor availability, means of transportation, necessity for security, laws and codes, local permit requirements, wage scales, local tax structure, contractors' licensing requirements, availability of required insurance, and other factors that could affect the Work. Bidders are responsible for consulting the standards referenced in the Contract Documents. Failure of Bidder to so examine and inform itself shall be at its sole risk, and no relief for error or omission will be given except as required under State law.

3. INTERPRETATION OF CONTRACT DOCUMENTS

Discrepancies in, and/or omissions from the Plans, Specifications or other Contract Documents or questions as to their meaning shall be immediately brought to the attention of the District by submission of a written request for an interpretation or correction to the District. Such submission, if any, must be sent to the District's General Manager, Jared Bouchard, by emailing to jared@pvcwater.com. All questions must be received at least 7 calendar days prior to bid opening and not later than 5:00pm on the last day.

Any interpretation of the Contract Documents will be made only by written addenda duly issued and delivered to each person or firm who has obtained a set of Contract Documents and is registered with the District. The District will not be responsible for any explanations or interpretations provided in any other manner. No person is authorized to make any oral interpretation or modification of any provision in the Contract Documents to any bidder, and no bidder should rely on any such oral interpretation or modification.

Bids shall include complete compensation for all items that are noted in the Contract Documents as the responsibility of the Contractor.

4. INSPECTION OF SITE; PRE-BID CONFERENCE AND SITE WALK

Note included.

5. ADDENDA

The District reserves the right to revise the Contract Documents prior to the bid opening date. Revisions, if any, shall be made by written addenda. All addenda issued by the District shall be included in the bid and made part of the Contract Documents. Pursuant to Public Contract Code Section 4104.5, if the District issues an Addendum which includes material changes to the Work less than 72 hours prior to the deadline for submission of bids, the District will extend the deadline for submission of bids. The District may determine, in its sole discretion, whether an Addendum warrants postponement of the bid submission date. Copies of addenda will only be furnished to the website of posting. Please Note: Bidders are responsible for ensuring that they have received any and all addenda.

6. ALTERNATE BIDS

If alternate bid items are called for in the Contract Documents, the lowest bid will be determined on the basis of the base bid only unless otherwise specified in the Notice. The time required for completion of the alternate bid items has been factored into the Contract Time and no additional time will be allowed for performing any of the alternate bid items, unless specifically noted in the alternate bid item. The District may elect to include one or more of the alternate bid items, or to otherwise remove certain Work from the scope of work. Accordingly, each Bidder must ensure that each bid item contains a proportionate share of profit, overhead and other costs or expenses which will be incurred by the Bidder.

7. COMPLETION OF BID FORMS

Bids shall only be prepared using copies of the Bid Forms which are included in the Contract Documents and are provided herein. The use of substitute bid forms other than clear and correct photocopies of those provided by the District will not be permitted. Bids shall be executed by an authorized signatory with the appropriate authority to bind the bidder as described in these Instructions to Bidders. In addition, Bidders shall fill in all blank spaces (including inserting "N/A" where applicable) and initial all interlineations, alterations, or erasures to the Bid Forms. Bidders shall neither delete, modify, nor supplement the printed matter on the Bid Forms nor make substitutions thereon. Deviations in the bid form may result in the bid being deemed non-responsive.

8. MODIFICATIONS OF BIDS

Each Bidder shall submit its Bid in strict conformity with the requirements of the Contract Documents. Unauthorized additions, modifications, revisions, conditions, limitations, exclusions or provisions attached to a Bid may render it non-responsive and may cause its rejection. Bidders shall neither delete, modify, nor supplement the printed matter on the Bid Forms, nor make substitutions thereon. Oral, telephonic and electronic modifications will not be considered, unless the Notice Inviting Bids authorizes the submission of electronic bids and modifications thereto and such modifications are made in accordance with the Notice Inviting Bids.

9. LICENSING REQUIREMENTS

Pursuant to Section 7028.15 of the Business and Professions Code and Section 3300 of the Public Contract Code, all bidders must possess proper licenses for performance of this Contract. Subcontractors must possess the appropriate licenses for each specialty subcontracted. Pursuant to Section 7028.5 of the Business and Professions Code, any bid submitted by a contractor not currently licensed in accordance with state law and pursuant to the requirements found in the Contract Documents shall be nonresponsive, and the District shall reject the Bid. The District shall have the right to request, and Bidders shall provide within five (5) calendar days, evidence satisfactory to the District of all valid license(s) currently held by that Bidder and each of the Bidder's subcontractors, before awarding the Contract. Please also note that, pursuant to Public Contract Code Section 20676, sellers of "mined material" must be on an approved list of sellers published pursuant to Public Resources Code Section 2717(b) in order to supply mined material for this Contract.

10. SIGNING OF BIDS

All Bids submitted shall be executed by the Bidder or its authorized representative. Bidders may be asked to provide evidence in the form of an authenticated resolution of its Board of Directors or a Power of Attorney evidencing the capacity of the person signing the Bid to bind the Bidder to each Bid and to any Contract.

If a Bidder is a joint venture or partnership, it may be asked to submit an authenticated Power of Attorney executed by each joint venturer or partner appointing and designating one of the joint venturers or partners as a management sponsor to execute the Bid on behalf of Bidder. Only that joint venturer or partner shall execute the Bid. The Power of Attorney shall also: (1) authorize that particular joint venturer or partner to act for and bind Bidder in all matters relating to the Bid; and (2) provide that each venturer or partner shall be jointly and severally liable for any and all of the duties and obligations of Bidder assumed under the Bid and under any Contract arising therefrom. The Bid shall be executed by the designated joint venturer or partner on behalf of the joint venture or partnership in its legal name.

11. SUBMISSION OF SEALED BIDS

Pursuant to Public Contract Code sections 1600 and 1601, once the Bid and supporting documents have been completed and signed as set forth herein, they shall be submitted electronically, along with the Bid Security and other required materials at the following address and in the manner prescribed in the website: jared@pvcwater.com and in the Notice Inviting Bids. District reserves the right to reject any bid not strictly complying with District's designated methods of delivery.

12. DELIVERY AND OPENING OF BIDS

Bids will be received by the District by electronic transmission only at the email address shown in the Notice Inviting Bids up to the date and time shown therein. The District will

leave unopened any Bid received after the specified date and time, and any such unopened Bid will be returned to the Bidder. It is the Bidder's sole responsibility to ensure that its Bid is received as specified. Bids may be submitted earlier than the dates(s) and time(s) indicated.

Bids will be opened at the date and time stated in the Notice Inviting Bids, and the amount of each Bid will be read aloud and recorded. All Bidders may, if they desire, virtually attend the opening of Bids as described in the Notice Inviting Bids.

13. WITHDRAWAL OF BID

Prior to the original time set for bid opening, a Bid may be withdrawn by the Bidder through the electronic bidding platform. Any request to withdraw a bid after bid opening must be made in accordance with Public Contract Code section 5100 et seq. and must be submitted in writing, by email to the project manager listed in these Instructions, within five (5) working days, excluding Saturdays, Sundays and State holidays, specifying in detail how the mistake was made.

14. BASIS OF AWARD; BALANCED BIDS

The District may reject any Bid which, in its opinion when compared to other bids received or to the District's internal estimates, does not accurately reflect the cost to perform the Work. The District may reject as non-responsive any bid which unevenly weights or allocates costs, including but not limited to overhead and profit, to one or more particular bid items.

15. DISQUALIFICATION OF BIDDERS; INTEREST IN MORE THAN ONE BID

No bidder shall be allowed to make, submit or be interested in more than one bid. However, a person, firm, corporation or other entity that has submitted a proposal to a bidder, or that has quoted prices of materials to a bidder, is not thereby disqualified from submitting a proposal or quoting prices to other bidders submitting a bid to the District, nor shall such entity be disqualified if it is listed as a subcontractor on more than one bid submitted. No person, firm, corporation, or other entity may submit a proposal to a bidder, or quote prices of materials to a bidder, when also submitting a prime bid for the Work.

16. INSURANCE REQUIREMENTS

Not included.

17. AWARD PROCESS

Once the District notifies the Bidder of the award, the Bidder will have ten (10) calendar days from the date of the award to supply the District with all of the required materials, after which the District will provide the Bidder with the contract, which must be countersigned via electronic signature by the Bidder within 3 business days.

18. BID PROTEST PROCEDURE

Submitted bids will be timely made available for review upon written request of any Bidder. Any interested party may file a protest of a Bid in accordance with the following procedure:

- A. The District will notify all bidders of an intended award or an intent to reject the bidder's bid.
- B. All protests must be filed in writing, by email with the project manager listed in these Instructions and District General Manager, Jared Bouchard, jared@pvcwater.com, within five (5) business days of the date on the notice of intended award or the notice of intent to reject.
- C. All protests shall be in writing, state the grounds for the protest, state the facts relevant to the protest, and all evidentiary support to rebut adverse evidence that it or another bidder was either non-responsive or not responsible.
- D. The District Manager or designee shall review the protest and issue a written decision on the protest. The District Manager or designee may base the decision on the written protest alone or may informally gather evidence. If the protested bid has a value of Two Hundred Thousand and no/100 Dollars (\$200,000) or less the District Manager's or designee's decision shall be final.
- E. If a bid is rejected on the grounds that the bidder is not a responsible bidder, the bidder may submit a protest. A hearing will be set within a reasonable time to provide a decision before final approval of the selected low bid. If the protested bid has a value of Two Hundred Thousand and no/100 Dollars (\$200,000) or less the District Manager's or designee's decision shall be final.
- F. If the protested bid has a value exceeding Two Hundred Thousand and no/100 Dollars (\$200,000) an appeal of the District Manager's decision may be filed with the District Board. All such appeals must be in writing and shall be filed with the District Manager within five 5 business days from the date of the District Manager's decision.

The procedure and time limits set forth in this paragraph are mandatory and are the sole and exclusive remedy in the event of Bid protest. Failure to comply with these procedures shall constitute a waiver of any right to further pursue the bid protest, including filing a Government Code Claim or legal proceedings.

19. WORKERS COMPENSATION

Not included.

20. **RETENTION AND SUBSTITUTION OF SECURITY**

Not Included.

21. **DEBARMENT OF CONTRACTORS AND SUBCONTRACTORS**

Not included.

22. **REQUEST FOR SUBSTITUTIONS**

The successful bidder shall comply with the substitution request procedures set forth in the Contract Documents. Any deadlines for substitution requests **that occur prior to the bid opening date** are set forth in the Special Conditions.

23. **SALES AND OTHER APPLICABLE TAXES, PERMITS, LICENSES AND FEES**

Contractor and its subcontractors performing work under this Contract will be required to pay California sales tax and other applicable taxes, and to pay for permits, licenses and fees required by the agencies with authority in the jurisdiction in which the work will be located, unless otherwise expressly provided by the Contract Documents. **Bidders shall include all applicable taxes, fees, and transportation costs in their bid.**

24. **EXECUTION OF CONTRACT**

As required herein the successful bidder shall execute the Contract included with the bid documents in the amount determined in accordance with the Contract Documents. The District may require appropriate evidence that the persons executing the Contract are duly authorized to do so on the Contractor's behalf.

25. **SPECIAL NOTICE ABOUT COVID-19**

Not included.

END OF INSTRUCTIONS TO BIDDERS

BIDDER'S CHECKLIST

This checklist has been prepared and furnished to assist Bidders in including all items necessary for a complete Bid. Omission of items from the list does not relieve the Bidders of the obligation to comply with all requirements of the bid documents. Bidders' submittals should include, but are not necessarily limited to, the following:

<u>Item</u>	<u>Checked</u>
1. Bidders Checklist Sheet (this sheet)	_____
2. Bid	_____
3. Non-Collusion Declaration	_____
4. Pricing Structure (Initial and Recurring Fees) for Data Management Service	_____
5. Acknowledgement of all Addenda	_____

Bidder acknowledges and understands that, pursuant to Public Contract Code Section 20676, sellers of "mined material" must be on an approved list of sellers published pursuant to Public Resources Code Section 2717(b) in order to supply mined material for this Contract.

I hereby certify under penalty of perjury under the laws of the State of California that all the information submitted in connection with this Bid and all of the representations made herein are true and correct.

Name of Bidder _____

Signature _____

Name and Title _____

Dated _____

BID

NAME OF BIDDER: _____

The undersigned Bidder hereby declares that we have carefully examined the location of the proposed Work, and have read and examined the Contract Documents, including all plans, specifications, and all addenda, if any, for the following Work:

Magnetic Flow Meter Procurement

District Project No. 2022-02

We hereby propose to furnish all labor, materials, equipment, tools, transportation, and services, and to discharge all duties and obligations necessary and required to perform and complete the Work in strict accordance with the Contract Documents for the Bid Price shown on the following Bid Schedule:

BID SCHEDULE "A" – BASE BID

NO.	ITEM DESCRIPTION	UNIT OF MEASURE	EST. QTY.	UNIT PRICE	ITEM COST
1.	8-inch Flow Meter	EA	2	\$	\$
	Base Bid Price Total			\$	\$

BID SCHEDULE "B" – ALTERNATE BID

NO.	ITEM DESCRIPTION	UNIT OF MEASURE	EST. QTY.	UNIT PRICE	ITEM COST
2.	12-inch Flow Meter	EA	1	\$	\$
3.	6-inch Flow Meter	EA	1	\$	\$
4.	10-inch Flow Meter	EA	1	\$	\$

Bidders must provide pricing for every bid item.

The estimated quantities for unit price items are for bidding purposes only and the District makes no representation that the actual quantities of work performed will not vary from the estimates.

In case of discrepancy between the unit price and the item cost set forth for a unit price item, the item cost, calculated at the unit price multiplied by the estimated quantity, shall prevail and shall be utilized as the basis for determining the lowest responsive, responsible bidder. However, if the amount set forth as a unit price is ambiguous, unintelligible or uncertain for any cause, or is omitted, or is the same amount as the entry

in the "Item Cost" column, then the amount set forth in the "Item Cost" column for the item shall prevail and shall be divided by the estimated quantity for the item and the price thus obtained shall be the unit price. If any of the above discrepancies exist, the District may recalculate the bid price on the basis of the unit price and the bidder agrees to be bound by such recalculation. Final payment for unit price items shall be determined by the District from measured quantities of work actually performed.

**BID SCHEDULE "A" – BASE BID PRICE
(BASED ON BID SCHEDULE TOTAL OF UNIT PRICES):**

\$ _____
Total Bid Price, in Numbers

Bid Schedule "A" – Base Bid Price, in Written Form

In case of discrepancy between the written price and the numerical price, the written price shall prevail. The undersigned agrees that this Bid Form constitutes a firm offer to the District which cannot be withdrawn for the number of calendar days stated in the Notice Inviting Bids from the bid opening, or until a Contract for the Work is fully executed by the District and a third party, whichever is earlier.

Name of Bidder or Firm

The Contract Time shall commence on the date stated in the District's Notice to Proceed. In no case shall the Contractor commence construction prior to the date stated in the District's Notice to Proceed, or before providing the required bonds and evidence of insurance.

Bidder certifies that it is licensed in accordance with the California law providing for the registration of Contractors, License No. _____, Expiration Date _____, class of license _____. If the bidder is a joint venture, each member of the joint venture must include the above information.

The undersigned acknowledges receipt, understanding and full consideration of the addenda to the Contract Documents.

Name of Bidder or Firm

NON-COLLUSION DECLARATION

TO BE EXECUTED BY BIDDER AND SUBMITTED WITH BID

The undersigned declares:

I am the _____ of _____, the party making the foregoing bid.

The bid is not made in the interest of, or on behalf of, any undisclosed person, partnership, company, association, organization, or corporation. The bid is genuine and not collusive or sham. The bidder has not directly or indirectly induced or solicited any other bidder to put in a false or sham bid. The bidder has not directly or indirectly colluded, conspired, connived, or agreed with any bidder or anyone else to put in a sham bid, or to refrain from bidding. The bidder has not in any manner, directly or indirectly, sought by agreement, communication, or conference with anyone to fix the bid price of the bidder or any other bidder, or to fix any overhead, profit, or cost element of the bid price, or of that of any other bidder. All statements contained in the bid are true. The bidder has not, directly or indirectly, submitted his or her bid price or any breakdown thereof, or the contents thereof, or divulged information or data relative thereto, to any corporation, partnership, company, association, organization, bid depository, or to any member or agent thereof to effectuate a collusive or sham bid, and has not paid, and will not pay, any person or entity for such purpose.

Any person executing this declaration on behalf of a bidder that is a corporation, partnership, joint venture, limited liability company, limited liability partnership, or any other entity, hereby represents that he or she has full power to execute, and does execute, this declaration on behalf of the bidder.

I declare under penalty of perjury under the laws of the State of California that the foregoing is true and correct and that this declaration is executed on _____ [date], at _____ [city], _____ [state].

(Signature)

(Print Name)

(Print Title)

(Date)

GENERAL CONDITIONS

ARTICLE 1. DEFINITIONS

- a. Acceptable, Acceptance or words of similar import shall be understood to be the acceptance of the Engineer and/or the District.
- b. Not Included.
- c. Applicable Laws means laws, statutes, ordinances, rules, codes, regulations, permits, and licenses of any kind, issued by governmental authorities or private authorities with jurisdiction (including utilities), to the extent they apply to the Work.
- d. Contract Documents includes only those items listed in Article 5 of the Contract for Construction.
- e. District shall mean the Pleasant Valley County Water District, acting through properly authorized agents, such as the Engineer or such other agents acting within the scope of the particular duties entrusted to them. Also sometimes referred to as the "District's Representative" or "Representative" in the Contract Documents. The terms District and Owner may be used interchangeably.
- f. Contractor shall mean the entity performing work or providing materials.
- g. Critical Supply Shortage shall mean an unusual shortage in materials that is (a) supported by documented proof that Contractor made every effort to obtain such materials from all available sources; (b) such shortage is due to the fact that such materials are not physically available from single or multiple sources or could have been obtained only at exorbitant prices entirely inconsistent with current and standard rates taking into account the quantities involved and the usual industry practices in obtaining such quantities; and (c) such shortages and the difficulties in obtaining alternate sources of materials could not have been known or anticipated by Contractor at the time it submitted its bid or entered the Contract. Market fluctuations in prices of materials, whether or not resulting from a Force Majeure Event, does not constitute a Critical Supply Shortage, which the District has contracted for performance of the Work.
- h. Day shall mean calendar day unless otherwise specifically designated.
- i. Engineer shall mean the District Engineer of the District, General Manager, or other person designated by the District, acting either directly or through authorized agents.
- j. Not Included.

- k. Material shall include machinery, equipment, manufactured articles, or construction such as form work, fasteners, etc., and any other classes of material to be furnished in connection with the Contract, whether or not it will be incorporated into the Work. All material shall be new unless specified otherwise.
- l. Perform shall mean that the Contractor, at Contractor's expense, shall take all actions necessary to complete the Work, including furnishing necessary labor, tools, and equipment, and providing and installing Materials that are indicated, specified, or required to complete such performance.
- m. Project means the planning, design, development, financing, construction, and completion of the public work of improvement, which includes, but is not necessarily limited to, the Work. The Project may include construction that will be performed by others directly or through separate contracts
- n. Provide shall mean to complete in place, that is furnish, install, test, and make ready for use.
- o. Not Included.
- p. Specifications means that portion of the Contract Documents consisting of the written requirements for materials, equipment, construction systems, standards and workmanship for the work. The Work shall be done in accordance with the Standard Specifications for Public Works Construction ("Greenbook"), most recent Edition, including all current supplements, addenda, and revisions thereof). In the case of conflict between the Greenbook and the Contract Documents, the Contract Documents shall prevail.
- q. Work means the construction or related work that is to be performed under the Contract, including furnishing all labor, materials, equipment, and services. The Work may be all or a portion of the Project.

ARTICLE 2. CONTRACT DOCUMENTS

- a. **Contract Documents.** The Contract Documents are complementary, and what is called for by one shall be as binding as if called for by all.
- b. **Interpretations.** The Contract Documents are intended to be fully cooperative and to be complementary. If Contractor observes that any of the Contract Documents are in conflict, the Contractor shall promptly notify the District in writing. In case of conflicts between the Contract Documents, the order of precedence shall be as follows:
 - 1. Change Orders or Work Change Directives, the most recent first
 - 2. Addenda, the most recent first
 - 3. Special Provisions (or Special Conditions)

4. Technical Specifications
 5. General Conditions
 6. Instructions to Bidders
 7. Notice Inviting Bids
 8. Reference Documents
 9. Contractor's Bid Forms
- c. **Conflicts in Contract Documents.** Notwithstanding the orders of precedence established above, in the event of conflicts, the higher standard shall always apply.
- d. **Organization of Contract Documents.** Organization of the Contract Documents into divisions, sections, and articles, and arrangement of drawings shall not prohibit the Contractor in dividing Work among subcontractors or in establishing the extent of Work to be performed by any trade.

ARTICLE 7. SUBSTITUTIONS

- a. Pursuant to Public Contract Code Section 3400(b) the District may make a finding that is described in the Notice Inviting Bids that designates certain products, things, or services by specific brand or trade name.
- b. Unless specifically designated in the Contract Documents, whenever any material, process, or article is indicated or specified by grade, patent, or proprietary name or by name of manufacturer, such Specifications shall be deemed to be used for the purpose of facilitating the description of the material, process or article desired and shall be deemed to be followed by the words "or equal." Contractor may, unless otherwise stated, offer for substitution any material, process or article which is substantially equal or better in every respect to what is specified in the Contract Documents.
- c. Contractor shall submit written requests for substitution or any "equal" material, process or article, together with substantiating data. Provisions regarding submission of substitution requests shall not in any way authorize an extension of the Contract Time. If a proposed "equal" substitution is rejected, Contractor shall be responsible for providing the specified material, process or article without adjustment to the Contract Price or Contract Time. The District has the complete and sole discretion to determine if a material, process or article is an "equal" material, process or article that may be substituted.
- d. Information required to substantiate requests for substitutions of an "equal" material, process or article data shall include a signed affidavit from the Contractor stating that, and describing how, the proposed "equal" material, process or article is equivalent to that specified in every way except as listed on the affidavit. Substantiating data shall include any and all illustrations, specifications, and other relevant material, including but not limited to, catalog information which describes the requested substitute "equal" material, process or article, and substantiates that

it is an "equal" to the specified material, process or article. The substantiating data must also include information regarding the durability and lifecycle cost of the proposed substituted "equal" material, process or article. Failure to submit all the required substantiating data, including the signed affidavit, to the District in a timely fashion will result in the rejection of the proposed substitution.

- e. The Contractor shall bear all of the District's costs associated with the review of substitution requests, including review by design professionals.
- f. The Contractor shall be responsible for paying all costs related to a substituted "equal" material, process or article.
- g. Not Included.

ARTICLE 9. SUBMITTALS

- a. Not Included.
- b. Contractor will provide samples and submittals, together with catalogs and supporting data required by the District, to the District within a reasonable time period to provide for adequate review and avoid delays in the Work.
- c. The requirements herein shall not justify any extension of the Contract Time. District will review such samples, but only for conformance with design concept of work and for compliance with information given in the Contract Documents. Work shall be in accordance with approved samples and submittals.

ARTICLE 41. PAYMENTS

- a. Not Included.
- b. Not Included.
- c. Not Included.
- d. Acceptance by Contractor of the final payment shall constitute a waiver of all claims against the District arising from this Contract.
- e. Payments to the Contractor shall not be construed to be an acceptance of any defective work or improper materials, or to relieve the Contractor of its obligations under the Contract Documents.
- f. Not Included.

ARTICLE 43. CHANGES AND EXTRA WORK

- a. **Work Directive Change.** District and/or the Engineer may direct changes in the Work by issuing a Work Directive given in writing to Contractor's representative or

on-site superintendent or foreman in charge of the particular Work for which the Work Directive is given. A Work Directive shall describe the work to be undertaken and any change in the Work. A Work Directive shall only be used when the Work to be added or deleted must be accomplished before the Change Order procedure can be accomplished. THE CONTRACT PRICE AND CONTRACT TIME MAY ONLY BE ADJUSTED BY CHANGE ORDER AND MAY NOT BE ADJUSTED BY WORK DIRECTIVE. TO THE EXTENT THE WORK DIRECTIVE RESULTS IN A CHANGE TO THE CONTRACT PRICE OR THE CONTRACT TIME, CONTRACTOR MUST TIMELY REQUEST A CHANGE ORDER AND COMPLY WITH ALL CHANGE ORDER PROCEDURES IN ACCORDANCE WITH THIS ARTICLE. Notwithstanding issuance of a Work Directive, failure to timely request a Change Order shall constitute a waiver by Contractor of any adjustment to the Contract Price or Contract Time for the Work performed under the Work Directive. District shall not be liable to Contractor for Work performed or omitted by Contractor in reliance on verbal orders.

- b. **Change Order Work.** The District, without invalidating the Contract, may order changes in the Work consisting of additions, deletions or other revisions, and the Contract Price and Contract Time shall be adjusted accordingly. All such changes in the Work shall be authorized by Change Order, and shall be performed under the applicable conditions of the Contract Documents. A Change Order signed by the Contractor indicates the Contractor's agreement therewith, including any adjustment in the Contract Price or the Contract Time, and the full and final settlement of all costs (direct, indirect and overhead) related to the Work authorized by the Change Order.

All requests for additional compensation to the Contractor shall be presented in writing before the expense is incurred and will be adjusted as provided herein. No work shall be allowed to lag pending such adjustment, but shall be promptly executed as directed, even if a dispute arises. No request for a change will be considered after the work in question has been done unless a written contract change order has been issued or a timely written notice of change or delay has been made by Contractor. Contractor shall not be entitled to claim or to bring suit for damages, whether for loss of profits or otherwise, on account of any decrease or omission of any item or portion of Work to be done. Whenever any change is made as provided for herein, such change shall be considered and treated as though originally included in the Contract, and shall be subject to all terms, conditions and provisions of the original Contract.

- c. **Notice Of Delay Or Change.** With respect to any matter that may involve or require an adjustment to the Contract Time or the Contract Price, Contractor shall provide written notice of the underlying facts and circumstances that gave rise to the proposed change, within the following times:

1. If due to unknown subsurface or latent physical conditions, within three (3) days from the discovery date or prior to the alterations of the conditions,

whichever is earlier.

2. If due to any other matter that may involve an adjustment to the Contract Time or the Contract Price, within seven (7) days from the discovery date.
3. If due to a Force Majeure Event, as soon as reasonably practicable under the conditions, which shall be no longer than three (3) days from the date the Contractor discovers that the Force Majeure Event gives rise to a change, unless that the conditions are such that notice within three (3) days is not possible or practicable.

- d. **Request For Extension Or Change.** Within twenty-one (21) days from providing the notice of delay or change, and prior to incurring any expense, Contractor shall submit a Change Order Request. The Change Order Request shall identify the amount of the adjustment to the Contract Price or the Contract Time, or both.

The Change Order Request shall contain all supporting documentation for the proposed changes, including but not limited to data showing the hours worked, cost estimates, invoices, and schedules. If the Change Order Request includes a request for an extension of the Contract Time, the Change Order Request shall include a time impact analysis showing the impact of the underlying facts and circumstances to the critical path. District may request, and Contractor shall provide, any additional information supporting the Change Order Request, including but not limited to native electronic format version of schedules and time impact analyses.

If any added costs or information cannot be determined at the time of the Change Order Request, Contractor shall identify the reason the costs or information cannot be determined. For any costs or information that cannot be determined at the time Contractor submits the Change Order Request, Contractor shall submit to District notice of the costs or information and all supporting documentation within three (3) days of when the costs or information become subject to determination.

- e. Waiver of rights of contractor:

Failure by contractor to provide timely notice and request where such notice and request is required by this article shall constitute a waiver by contractor of the right to a contract adjustment on account of such circumstances and a waiver of any right to further recourse or recovery by reason of or related to such change by means of the claims dispute resolution process or by any other legal process otherwise provided for under applicable laws.

- f. Whenever possible, any changes to the Contract Price shall be in a lump sum mutually agreed by the Contractor and the District.

- g. Price quotations from the Contractor shall be accompanied by such detailed supporting documentation, including but not limited to estimates and quotations from subcontractors or material suppliers, as District may reasonably request.
- h. If the Contractor fails to submit a complete cost proposal within the twenty-one (21) Day period (or as requested), the District has the right to order the Contractor in writing to commence the work immediately on a force account basis and/or issue a lump sum change to the Contract Price in accordance with the District's estimate of cost. If the change is issued based on the District estimate, the Contractor will waive its right to dispute the action unless within fifteen (15) Days following receipt of the District's estimate, the Contractor presents written proof that the District's estimate was in error.
- i. Estimates for lump sum quotations and accounting for cost-plus-percentage work shall be limited to direct expenditures necessitated specifically by the extra work, and shall be segregated as follows:
 - 1. Not included.
 - 2. Materials. The cost of materials reported shall be at the lowest current price at which such materials are locally available in the quantities involved, plus sales tax, freight and delivery. Materials costs shall be based upon supplier or manufacturer's invoice. If invoices or other satisfactory evidence of costs are not furnished within the time required for requesting a change of the Contract Price or Contract Time, then the District may determine the materials cost, at its sole discretion, or may determine that the Contractor waived all rights to payment for material costs pursuant to Section 5 of this Article.
 - 3. Not included.
 - 4. Not included.
- j. Not included.
- k. For added or deducted work furnished by a vendor or supplier, the Contractor shall furnish to the District a detailed record of the cost to the Contractor, signed by such vendor or supplier.
- l. Contractor shall not be entitled to any compensation for Work subject to a change order except as expressly set forth in this Article. The mark-up added in instances of extra or additional work shall constitute the entire amount of profit, any mark-ups, any field or home office overhead costs, including personnel, equipment or office space, any materials, or any costs of equipment idle time for such work.
- m. Contractor shall not reserve a right to assert impact costs, extended job site costs, extended overhead, constructive acceleration and/or actual acceleration beyond

what is stated in the Change Order. No claims shall be allowed for impact, extended overhead costs, constructive acceleration and/or actual acceleration due to a multiplicity of changes and/or clarifications. The Contractor may not change or modify the District's Change Order form in an attempt to reserve additional rights.

- n. If the District disagrees with the proposal submitted by Contractor, it will notify the Contractor, and the District will provide its opinion of the appropriate price and/or time extension. If the Contractor agrees with the District, a change order will be issued by the District. If no agreement can be reached, the District shall have the right to issue a unilateral change order setting forth its determination of the reasonable additions or savings in costs and time attributable to the extra or deleted work. Such determination shall become final and binding if the Contractor fails to submit a claim in writing to the District within fifteen (15) Days of the issuance of the unilateral change order, disputing the terms of the unilateral change order and providing such supporting documentation for its position as the District may reasonably require.
- o. No dispute, disagreement or failure of the parties to reach agreement on the terms of the Change Order shall relieve the Contractor from the obligation to proceed with performance of the changed work, including extra work, promptly and expeditiously.
- p. Any alterations, extensions of time, extra work, deductions in work, or any other changes may be made without securing consent of the Contractor's surety or sureties.

ARTICLE 49. WARRANTY AND GUARANTEE

- a. Contractor warrants that all materials and equipment furnished under this Contract shall be new unless otherwise specified in the Contract Documents; and that all Work conforms to the Contract Document requirements and is free of any defect whether performed by the Contractor or any subcontractor or supplier.
- b. Unless otherwise stated, all warranty periods shall begin upon the filing of the Notice of Completion. Unless otherwise stated, the warranty period shall be for one year.
- c. The Contractor shall remedy at its expense any damage to District-owned or controlled real or personal property.
- d. Contractor shall furnish the District with all warranty and guarantee documents prior to final acceptance of the Work by the District.
- e. The District shall notify the Contractor, in writing, within a reasonable time after the discovery of any failure, defect, or damage. The Contractor shall within ten (10) Days after being notified commence and perform with due diligence all necessary

Work to complete or correct the work at issue. If the Contractor fails to promptly remedy any defect, or damage within this time; the District shall have the right to replace, repair, or otherwise remedy the defect, or damage at the Contractor's expense.

- f. In the event of any emergency constituting an immediate hazard to health, safety, property, when caused by Work of the Contractor not in accordance with the Contract requirements, the District may undertake at Contractor's expense, and without prior notice, all Work necessary to correct such condition.
- g. With respect to all warranties, express or implied, from subcontractors, manufacturers, or suppliers for Work performed and Materials furnished under this Contract, the Contractor shall:
 - 1. Obtain for District all warranties that would be given in normal commercial practice or that are required in the Contract Documents;
 - 2. Require all warranties to be executed, in writing, for the benefit of the District; and
 - 3. Enforce all warranties for the benefit of the District, unless otherwise directed in writing by the District.
- h. This Article shall not limit the District's rights under this Contract or with respect to latent defects, gross mistakes, or fraud. The District specifically reserves all rights related to defective work, including but not limited to the defect claims pursuant to California Code of Civil Procedure Section 337.15.

ARTICLE 59. ASSIGNMENT OF ANTITRUST ACTIONS

Pursuant to Section 7103.5 of the Public Contract Code, in entering into a public works contract or subcontract to supply goods, services, or materials pursuant to a public works contract, Contractor or subcontractor offers and agrees to assign to the District all rights, title, and interest in and to all causes of action it may have under Section 4 of the Clayton Act (15 U.S.C. Section 15) or under the Cartwright Act (chapter 2 (commencing with Section 16700) of part 2 of division 7 of the Business and Professions Code), arising from the purchase of goods, services, or materials pursuant to this Contract or any subcontract. This assignment shall be made and become effective at the time the District makes final payment to the Contractor, without further acknowledgment by the parties.

TECHNICAL SPECIFICATIONS

**THE FOLLOWING TECHNICAL SPECIFICATIONS ARE INCORPORATED HEREIN
BY REFERENCE AS IF SET FORTH IN THEIR ENTIRETY:**

DIVISION 40 – PROCESS INTEGRATION

409115 – Magnetic Flow Meters

SECTION 409115

MAGNETIC FLOWMETERS

PART 1 - GENERAL

1.01 DESCRIPTION

This section describes requirements for magnetic flow meters.

1.02 SUBMITTALS

- A. Submit shop drawings in accordance with the General Conditions and the following:
1. Contractor shall furnish to the Project Representative for review, each shop drawing submittal in electronic PDF format, for all submittals unless they consist of physical samples. The term "Shop Drawings" as used herein shall be understood to include detailed design calculations, shop drawings, fabrication and installation drawings, lists, graphs, operating instruction, catalog sheets, data sheets, and similar items. Unless otherwise required, said Shop Drawings shall be submitted to the Project Representative, at a time sufficiently early to allow review and to accommodate the rate of progress required under the Contract.
 2. All Shop Drawings shall be accompanied by the standard submittal transmittal form.
 3. Except as may otherwise be provided herein, the Project Representative will return prints of each submittal to the Contractor, with its comments noted thereon, within 14 calendar days following their receipt by the Project Representative. It is considered reasonable that the Contractor shall make a complete and acceptable submittal to the Project Representative by the second submission of a submittal item. The City reserves the right to withhold monies due the Contractor to cover additional costs of review beyond the second submittal.
 4. If the submittal is returned to the Contractor marked "APPROVED" or "ACCEPTED" or "NO EXCEPTIONS TAKEN," formal revision and resubmission of said submittal will not be required.
 5. If the submittal is returned to the Contractor marked "AMEND-RESUBMIT," the Contractor shall revise said submittal and shall resubmit one copies of said revised submittal to the Project Representative.

6. If the submittal is returned to the Contractor marked "REJECTED-RESUBMIT," the Contractor shall revise said submittal and shall resubmit one copies of said revised submittal to the Project Representative.
 7. Fabrication of an item may be commenced only after the Project Representative has reviewed the pertinent submittals and returned copies to the Contractor marked either "NO EXCEPTIONS TAKEN" or "APPROVED" or "ACCEPTED" or "MAKE CORRECTIONS NOTED." Corrections indicated on submittals shall be considered as changes necessary to meet the requirements of the Contract Documents and shall not be taken as the basis of claims for extra work.
- B. Submit manufacturer's catalog data and detail drawings showing dimensions, pressure rating, coatings, and meter parts and describe by material of construction specifications (such as AISI, ASTM, SAE, or CDA) and grade or type.
 - C. Furnish manufacturer's application performance guarantee with submittals.
 - D. Show meter laying lengths and other information pertinent for installation.
 - E. Submit cellular coverage analysis for the proposed installation location for each meter.

PART 2 - MATERIALS

2.01 MANUFACTURERS

- A. The meter flow tube and transmitter shall be by the same manufacturer.
- B. The magnetic flowmeter and transmitter shall be manufactured by one of the following:
 1. Badger Meter, Inc. Milwaukee, WI:

Magnetic Flowmeter with Transmitter: M-Series M5000 with Orion Cellular LTE Endpoint
 2. Or equal.
- C. The manufacturer shall have a minimum of five years' experience in the manufacture of bipolar d-c magnetic flowmeters.

2.02 METER DESIGN

- A. The magnetic flowmeter shall be an obstructionless pipeline-mounted instrument to magnetically measure the flow of the process media. The output signal shall not be affected by changes in fluid viscosity or density and shall

have zero point stability and auto zeroing functions. Provide the magnetic flowmeter with the following features:

1. Drip- and splash-proof sensor, capable of withstanding temporary submersion of up to 30 feet of water for 48 hours.
 2. Integral terminal box with watertight cable seals.
 3. Interconnecting cables.
- B. Provide stainless steel grounding rings and grounding straps per manufacturer's requirements.

2.03 MATERIALS OF CONSTRUCTION--FLANGED METERS

- A. The flow tube shall be stainless steel with 150# flanges.
- B. Liner and electrodes shall be as indicated in the subsection on "Service Conditions."

2.04 INDICATOR/TOTALIZER

The indicator/totalizer shall accept the process flow signal from the magnetic flowmeter and convert its electrical output signals directly proportional to the instantaneous metered flow rate. The housing shall be suitable for field mounting. Unit of measure for totalizer and flow rate shall be Acre-Feet and Gallons Per Minute, respectively.

2.05 TRANSMITTER

- A. The transmitter shall be microprocessor based with flow rate indicator in engineering units, forward, reversed, and net flow totalizer, all in user-selectable engineering units. The display shall also be capable of indicating alarm status and velocity of fluid. The transmitter shall be mounted as indicated in the instrument list.
- B. Broadcast network shall be LTE-M cellular; Badger Meter Orion Fixed Network (SE) Gateway Transceiver with Cellular LTE Backhaul; or equal.
- C. Amplifier shall be battery powered, remote mounted, submersible, provided by the flowmeter manufacturer.
- D. The interconnecting cable between the sensor and the transmitter shall be furnished by the magnetic flowmeter manufacturer. Cable shall be 10 ft minimum length.

2.06 POWER

Meter and transmitter shall be battery powered with a 15-foot cable. Battery, amplifier, and cable shall be furnished by the magnetic flowmeter manufacturer.

2.07 PERFORMANCE

The overall system's performance shall be as follows:

1. Accuracy: 0.5% of flow rate with minimum fluid velocity of 1 fps.
2. Repeatability: $\pm 0.1\%$ of flow rate.
3. The accuracy of each meter shall be verified by calibration in a flow laboratory traceable to the U.S. National Institute of Standards and Technology.
4. Adjustable full-scale range.
5. Outputs: Bidirectional, isolated 4- to 20-mA d-c and either 24-volt d-c scaled pulse, or 0- to 10-KHz frequency.
6. Minimum Conductivity: 5 micromho/centimeter.
7. Power Consumption: 20 watts maximum.
8. Temperature Limits, Ambient: 0°F to +140°F.
9. Temperature Limits, Process: Elastomers +160°F, Teflons +300°F, ceramic 350°F.
10. Field Selectable Low Flow Cutoff: 0% to 10%.
11. The flowmeter shall have a positive zero return (PZR) input controlled by an external dry contact.
12. Environmental Rating: NEMA 4X, Class I, Division 2 for both sensor and electronics whether remote or sensor mounted.
13. The meter shall have empty pipe detection.
14. A common alarm discrete output (a dry contact or a transistor switch) shall be provided for remote indication of fault conditions.

2.08 DATA MANAGEMENT SERVICE

The District intends to contract, separately, for a cloud-based support service for flow meter data collection and management. Manufacturer of flow meter

shall be able to render such support services. Flow meter shall be configured to allow for use in conjunction with this support service.

PART 3 - EXECUTION

3.01 SERVICE CONDITIONS

MAGNETIC FLOWMETER		
1.	Metering Tube	
2.	Size Flg.	6 inch 8 inch 10 inch 12 inch
3.	Rating (psi)	150 #
4.	Metering Tube Material	Stainless Steel
5.	Liner Material	Hard Rubber
6.	Electrode & Grounding Material	316 SST
7.	Elec. Class.	NEMA 4

SERVICE CONDITIONS		
8.	Process Media	Non-potable water
9.	Spec. Gravity	1.0
10.	Conductivity (Mhos) (min/max)	450/1600
11.	Percent Solids (min/max)	0/0
12.	Press. (psig) (min/max)	10/50
13.	Temp. (°F) (min/max)	45/110

3.02 PAINTING AND COATING

A. Exposed Metal Coating System

1. Coat exposed metal components of meter tube and sensor with the following coating system. Do not coat stainless steel surfaces.
2. System No. 10--Exposed Metal, Corrosive Environment:
 - a. Type: High-build epoxy finish coat having a minimum volume solid of 60%, with an inorganic zinc prime coat.
 - b. Service Conditions: For use on exterior surfaces of ductile iron pipes, fittings and valves subjected to water condensation; chemical fumes, such as hydrogen sulfide; salt spray; and chemical contact.
 - c. Surface Preparation: SSPC SP-10 near white blast clean with a 2 mil minimum angular anchor profile.
 - d. Prime Coat: Self-curing, two-component inorganic zinc-rich coating or organic zinc rich coating recommended by the manufacturer for overcoating with a high-build epoxy finish coat. Minimum zinc content shall be 12 pounds per gallon. Apply to a thickness of 2.5 to 3.5 mils DFT. Products: Tnemec 94 H2O Hydro Zinc, Carboline Carbozinc 11, Sherwin-Williams Zinc-Clad II Plus, or equal.
 - e. Intermediate Coat: Tnemec V69 Epoxoline, Carboline Carboguard 890, Sherwin-Williams Macropoxy 646 B58-600, or equal; 2.0 to 4.0 mils DFT.
 - f. Finish Coat: Two component pigmented acrylic or aliphatic polyurethane recommended by the manufacturer for overcoating a high build epoxy coating. Apply to a thickness of at least 2.0 to 4.0 mils DFT. Products: Tnemec Series 1095 Endura Shield, Carboline 133HB or 134 HG, Sherwin Williams Hi Solids Polyurethane B65 300, or equal. Color shall be white.

END OF SECTION