

**CLEARLAKE OAKS COUNTY WATER DISTRICT
AGENDA, CALL AND NOTICE
SPECIAL MEETING OF THE BOARD OF DIRECTORS**

*Clearlake Oaks County Water District- Administration
12952 E. Highway 20, Clearlake Oaks, CA 95423*

November 18, 2021

This meeting will be conducted by Roberts Rule of Order.

Where appropriate or deemed necessary, the Board may take action on any item listed on the agenda, including items listed as information items. Public documents relating to any open session item listed on this agenda that are distributed to all or a majority of the members of the Board of Directors less than 72 hours before the meeting are available for public inspection in the customer service area of the District's Administrative Office at the above address.

The public may address the Board concerning an agenda item either before or during the Board's consideration of that agenda item. The President will call for comments at the appropriate time. Comments will be subject to reasonable time limits of three minutes.

In compliance with the Americans with Disabilities Act, if you have a disability, and you need a disability-related modification or accommodation to participate in this meeting, then please contact Clearlake Oaks County Water District Secretary to the Board at 707-998-3322. Requests must be made as early as possible, and at least one full business day before the start of the meeting.

AGENDA

Call to Order – 1:45 p.m.

Pledge of Allegiance

Roll Call

- Mrs. Margaret Medeiros, President Mr. Stanley Archacki, Vice President Mr. Samuel Boucher, Director,
- Mr. Michael Herman, Director Mr. James Burton, Director

- Mrs. Dianna Mann– General Manager Mrs. Olivia Mann - Secretary to the Board

Public comment on non-agenda items

This is the opportunity for the public to comment on non-agenda items within the Board's jurisdiction. Comments are limited to three (3) minutes

New Business

- a. Discussion and approval of contract with T & S Construction for the emergency installation of the Water Intake Extension Project.

Action Taken: _____

- b. Discussion and approval or purchasing ProPac 9800 from NTU Technologies in the amount of \$23,244.28, not including tax

Action Taken: _____

Adjournment

Time: _____

**AGREEMENT
BETWEEN OWNER AND CONTRACTOR
FOR CONSTRUCTION CONTRACT (STIPULATED PRICE)**

THIS AGREEMENT is by and between Clearlake Oaks County Water District ("Owner") and
T&S Construction Company, Inc. ("Contractor").

Owner and Contractor hereby agree as follows:

ARTICLE 1 – WORK

1.01 Contractor shall complete all Work as specified or indicated in the Contract Documents. The Work is generally described as follows:

ARTICLE 2 – THE PROJECT

2.01 The Project, of which the Work under the Contract Documents is a part, is generally described as follows:

Emergency project design build project with improvements including purchase and installation of intake pipeline, electrical and connections:

- 1. Purchase 10-inch HDPE pipe, including all required flanges and fittings.***
- 2. Purchase and or fabricate 8x8x8 – inch Tee at point of connection at pier .***
- 3. Purchase all fittings for platform, except for Bauer and Camlock fittings.***
- 4. Purchase all materials required for ballasts to permanently hold-down 10 -inch pipe.***
- 5. Purchase all required material for 6-inch steel post (pier hose and pipe support).***
- 6. Purchase, provide and install all poly electrical conduit from pier electrical connection to the WTP Control Building.***
- 7. Sub-contract Coastal Mountain Electric to pull all conductor, including MCC panel modifications with breakers and wiring to VFD and other miscellaneous fittings.***
- 8. Fabricate and install the intake platform at a designated location.***
- 8. Fabricate and install the 6-inch steel support post.***
- 9. Install the 8x8x8 inch Tee on the (E) (8-inch) steel discharge pipeline on the pier.***
- 10. Install 10-inch HDPE pipe along designated location on Clearlake bottom with concrete ballasts spaced at approx. 50-foot intervals.***
- 11. Provide startup service and observation.***

Due to California Department of Wildlife construction permit conditions, this project will be administered in two (2) Phases with required substantial completion dates as noted below:

Phase 1a – Contractor to install 8"x8"x8: tee connection and attach to the (E) 8-inch steel intake discharge pipe on eastside of pier catwalk. This connection also includes a 13–16-foot x 6-inch steel support (reinforced) pipe adjacent to the tee connection and to be constructed as per drawings. **To be constructed by 12-5-2021**

Phase 1b – Contractor to purchase and install 10-inch HDPE pipe with concrete ballast along the lake bottom with ballast connected for buoyancy at 50-foot intervals. The contractor will also fabricate and install 6'x6'x3/4" steel plate platform at the end of the HDPE pipe and connected to approx. 30 LF of rubberized 8-inch hose with Bauer or Camlock type fittings. Attached to the platform will be an 8-intake self-cleaning fish screen with 5/32 seconds openings. **To be constructed/installed by December 31, 2021.**

Phase 3 – All remainder work including electrical and control purchase and installation, pump and VFD installation and testing, and special hose connections purchase and installation. **To be constructed/installed and tested by February 15, 2022.**

ARTICLE 3 – ENGINEER

3.01 The part of the Project that pertains to the Work has been designed by **MC Engineering Inc.**

3.02 The Owner has retained **MC Engineering Inc.** ("Engineer") to act as Owner's representative, assume all duties and responsibilities, and have the rights and authority assigned to Engineer in the Contract Documents in connection with the completion of the Work in accordance with all required permits and approvals including satisfying the Department of Water Resources Grant Agreement.

ARTICLE 4 – CONTRACT TIMES

4.01 *Time of the Essence*

A. All time limits for Milestones, if any, Substantial Completion, and completion and readiness for final payment as stated in the Contract Documents are of the essence of the Contract. Please refer to project schedule within Section 2.01, above.

4.02 *Contract Times: Days*

A. The Work will be substantially completed within 137 days after the date when the Contract Times commence, starting October 1, 2021.

4.03 *Liquidated Damages*

A. Contractor and Owner recognize that time is of the essence as stated in Paragraph 4.01 above and that Owner will suffer financial and other losses if the Work is not completed and Milestones not achieved within the times specified in Paragraph 4.02 above, plus any extensions thereof allowed in accordance with the Contract. The parties also recognize the delays, expense, and difficulties involved in proving in a legal or arbitration proceeding the actual loss suffered by Owner if the Work is not completed on time. Accordingly, instead of requiring any such proof, Owner and Contractor agree that as liquidated damages for delay (but not as a penalty):

1. Substantial Completion: Contractor shall pay Owner \$500 for each day that expires after the time (as duly adjusted pursuant to the Contract) specified in Paragraph 4.02.A above for Substantial Completion until the Work is substantially complete.
2. Completion of Remaining Work: After Substantial Completion, if Contractor shall neglect, refuse, or fail to complete the remaining Work within the Contract Times (as

duly adjusted pursuant to the Contract) for completion and readiness for final payment, Contractor shall pay Owner \$250 for each day that expires after such time until the Work is completed and ready for final payment.

3. Liquidated damages for failing to timely attain Substantial Completion and final completion are not additive and will not be imposed concurrently.
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ARTICLE 5 – CONTRACT PRICE

5.01 Owner shall pay Contractor for completion of the Work in accordance with the Contract Documents the amounts that follow, subject to adjustment under the Contract:

- A. For all Unit Price Work, an amount equal to the sum of the extended prices (established for each separately identified item of Unit Price Work by multiplying the unit price times the actual quantity of that item:

Bid Proposal for:
Clearlake Oaks County Water District
Emergency Lake Pipeline Intake

Emergency Lake Intake Bid Estimate

Fabricate underwater screen platform, project insurance and marine work

This proposal excludes the following: electrical, Southport Controls, Divers Permits and Inspection

Mobilization, Insurance, and Bonds	\$ 31,000
Cast blocks	\$ 61,000.00
HDPE Welded Pipe	\$ 70,000.00
Place Welded HDPE into Lake	\$ 7,000.00
Load Blocks onto Barge	\$ 6,800.00
Install Pipe into Lake Bottom	\$ 140,000.00
Fabricate screen platform	\$ 8,000.00
Pier piping & pedestal	\$ 20,000.00
Electrical Conduits	\$ 9,000.00
Construction Sub-Total	\$ 349,300.00
Electrical Subcontractor	\$ 48,886.45
Construction Total	\$ 401,686.95

ARTICLE 6 – PAYMENT PROCEDURES

6.01 *Submittal and Processing of Payments*

- A. Contractor shall submit Applications for Payment in accordance with Article 15 of the General Conditions. Applications for Payment will be processed by Engineer as provided in the General Conditions.

6.02 *Progress Payments; Retainage*

- A. Owner shall make progress payments on account of the Contract Price based on Contractor's Applications for Payment on or about the 15th day of each month during performance of the Work as provided in Paragraph 6.02.A.1 below, provided that such Applications for Payment have been submitted in a timely manner and otherwise meet the requirements of the Contract. All such payments will be measured by the Schedule of Values established as provided in the General Conditions or, in the event there is no Schedule of Values, as provided elsewhere in the Contract.

- 1. Prior to Substantial Completion, progress payments will be made in an amount equal to the percentage indicated below but, in each case, less the aggregate of payments previously made and less such amounts as Owner may withhold, including but not limited to liquidated damages, in accordance with the Contract

- a. 95 percent of Work completed (with the balance being retainage).
- b. 95 percent of cost of materials and equipment not incorporated in the Work (with the balance being retainage).

- B. Upon Substantial Completion, Owner shall pay an amount sufficient to increase total payments to Contractor to 95 percent of the Work completed, and less 100 percent of Engineer's estimate of the value of Work to be completed or corrected as shown on the punch list of items to be completed or corrected prior to final payment.

6.03 *Final Payment*

- A. Upon final completion and acceptance of the Work, Owner shall pay the remainder of the Contract Price as recommended by Engineer.

ARTICLE 7 – INTEREST

7.01 All amounts not paid when due shall bear interest at the rate of 10 percent per annum.

ARTICLE 8 – CONTRACTOR’S REPRESENTATIONS

8.01 In order to induce Owner to enter into this Contract, Contractor makes the following representations:

- A. Contractor has examined and carefully studied the Contract Drawings, Details, and any data and reference items identified in the Contract Documents. Contractor also recognizes that others (Pac Machine Company and Owner) will be providing certain fitting and components prior to installation, those components include 50 HP Pump (trailer mounted), VFD, 6-inch and 8-inch hoses, Camlock and Bauer fittings and adaptors, ball check valve, fish screen, and electrical cables from the pump to the electrical point of connection at the pier. Pac Machine Co. will also provide assistance during construction and startup. Southport Control Solutions will provide all necessary SCADA and controls for pump startup and operations.
- B. Contractor has visited the Site, conducted a thorough, alert visual examination of the Site and adjacent areas, and become familiar with and is satisfied as to the general, local, and Site conditions that may affect cost, progress, and performance of the Work.
- C. Contractor is familiar with and is satisfied as to all Laws and Regulations that may affect cost, progress, and performance of the Work.
- D. Contractor is fully aware that all required permits (State and Local) are the responsibility of the Owner.
- E. Contractor has carefully studied all: (1) reports of explorations and tests of subsurface conditions at or adjacent to the Site and all drawings of physical conditions relating to existing surface or subsurface structures at the Site, especially with respect to Technical Data in such reports and drawings, and (2) reports and drawings relating to Hazardous Environmental Conditions, if any, at or adjacent to the Site that have been identified, especially with respect to Technical Data in such reports and drawings.
- F. Contractor has considered the information known to Contractor itself; information commonly known to contractors doing business in the locality of the Site; information and observations obtained from visits to the Site; the Contract Documents; and the Site-related reports and drawings identified in the Contract Documents, with respect to the effect of such information, observations, and documents on (1) the cost, progress, and performance of the Work; (2) the means, methods, techniques, sequences, and procedures of construction to be employed by Contractor; and (3) Contractor’s safety precautions and programs.
- G. Contractor will pay prevailing wage and will require a DIR number

- H. Based on the information and observations referred to in the preceding paragraph, Contractor agrees that no further examinations, investigations, explorations, tests, studies, or data are necessary for the performance of the Work at the Contract Price, within the Contract Times, and in accordance with the other terms and conditions of the Contract.
- I. Contractor is aware of the general nature of work to be performed by Owner and others at the Site that relates to the Work as indicated in the Contract Documents.
- J. Contractor has given Owner written notice of all conflicts, errors, ambiguities, or discrepancies that Contractor has discovered in the Contract Documents, and the written resolution thereof by Owner's Engineer is acceptable to Contractor.
- K. The Contract Documents are generally sufficient to indicate and convey understanding of all terms and conditions for performance and furnishing of the Work.
- L. Contractor's entry into this Contract constitutes an incontrovertible representation by Contractor that without exception all prices in the Agreement are premised upon performing and furnishing the Work required by the Contract Documents.

ARTICLE 9 – CONTRACT DOCUMENTS

9.01 *Contents*

- A. The Contract Documents consist of the following:
 - 1. This Agreement **EJCDC C-520** (pages 1 to 11, inclusive).
 - 2. Performance bond **EJCDC C-610** (pages 1 to 3, inclusive).
 - 3. Payment bond **EJCDC C-615** (pages 1 to 3, inclusive).
 - 4. Other bonds or warranties.
 - a. **Section 01740** (pages 1 to 1, inclusive).
 - 5. Drawings and sketches and approved material submittals by Contractor and others (not attached but incorporated by reference).
 - 6. Exhibits to this Agreement (enumerated as follows):
 - a. Contractor's Bid and Proposal as attached and found in Section 5.01, above.
 - 7. The following which may be delivered or issued on or after the Effective Date of the Contract and are not attached hereto:
 - a. Notice to Proceed per form **EJCDC C-550**.
 - b. Work Change Directives per form **EJCDC C-940**.
 - c. Change Orders per form **EJCDC C-941**.
 - d. Field Orders.

- B. The documents listed in Paragraph 9.01.A are attached to this Agreement (except as expressly noted otherwise above).
- C. There are no Contract Documents, except for those identified as materials purchase agreements by others (Pac Machine).
- D. The Contract Documents may only be amended, modified, or supplemented as provided in the General Conditions.

ARTICLE 10 – MISCELLANEOUS

10.01 Terms

- A. Terms used in this Agreement, are as stated above.

10.02 Assignment of Contract

- A. Unless expressly agreed to elsewhere in the Contract, no assignment by a party hereto of any rights under or interests in the Contract will be binding on another party hereto without the written consent of the party sought to be bound; and, specifically but without limitation, money that may become due and money that is due may not be assigned without such consent (except to the extent that the effect of this restriction may be limited by law), and unless specifically stated to the contrary in any written consent to an assignment, no assignment will release or discharge the assignor from any duty or responsibility under the Contract Documents.

10.03 Successors and Assigns

- A. Owner and Contractor each binds itself, its successors, assigns, and legal representatives to the other party hereto, its successors, assigns, and legal representatives in respect to all covenants, agreements, and obligations contained in the Contract Documents.

10.04 Severability

- A. Any provision or part of the Contract Documents held to be void or unenforceable under any Law or Regulation shall be deemed stricken, and all remaining provisions shall continue to be valid and binding upon Owner and Contractor, who agree that the Contract Documents shall be reformed to replace such stricken provision or part thereof with a valid and enforceable provision that comes as close as possible to expressing the intention of the stricken provision.

10.05 Contractor's Certifications

- A. Contractor certifies that it has not engaged in corrupt, fraudulent, collusive, or coercive practices in competing for or in executing the Contract. For the purposes of this Paragraph 10.05:
 - 1. "Corrupt practice" means the offering, giving, receiving, or soliciting of anything of value likely to influence the action of a public official in the bidding process or in the Contract execution; and
 - 2. "Fraudulent practice" means an intentional misrepresentation of facts made (a) to influence the bidding process or the execution of the Contract to the detriment of

Owner, (b) to establish Bid or Contract prices at artificial non-competitive levels, or (c) to deprive Owner of the benefits of free and open competition; and

3. "Collusive practice" means a scheme or arrangement between two or more Bidders, with or without the knowledge of Owner, a purpose of which is to establish Bid prices at artificial, non-competitive levels; and
4. "Coercive practice" means harming or threatening to harm, directly or indirectly, persons or their property to influence their participation in the bidding process or affect the execution of the Contract.

10.06 Other Provisions

- A. Owner stipulates that if the method of construction is considered as an emergency project and is designed and developed by the Engineer in cooperation with the contractor to meet conditions as imposed by both the Department of Water Resources (Grant Funded Agency). and permitting Agencies, including the County of Lake and the California Department of Fish and Wildlife. Please refer to CLOCWD (Owner) Resolution No. 21-28

IN WITNESS WHEREOF, Owner and Contractor have signed this Agreement.

This Agreement will be effective on October 1, 2021 (which is the Effective Date of the Contract).

OWNER: Clearlake County Water District

CONTRACTOR: T&S Construction Company, Inc.

By: _____

By: _____

Title: _____

Title: _____

(If Contractor is a corporation, a partnership, or a joint venture, attach evidence of authority to sign.)

Attest: _____

Attest: _____

Title: _____

Title: _____

Address for giving notices:

Address for giving notices:

12952 E. Hwy 20

6100 Hedge Avenue

Clearlake Oaks, California 95423

Sacramento, California 95829

License No.: 301528

(State of California)



P. O. Box 1107 Davis, CA 95617
Orders: (800) 342-6733 Fax: (844) 270-1688

Quote

Clearlake Oaks CWD

12545 Hwy 20
Clearlake Oaks, CA 95423

November 8, 2021

PRICE QUOTE

Valid November 8, 2021 – December 31, 2021

PRODUCT	PACKAGING	PRICE	QUANTITY	AVAILABILITY
Pro Pac 9800	Bulk Tanker Truck	\$0.42/lb/del	4,500 Gallons (Full Truck Load)	ARO 7 – 15 Business Days
Pro Pac 9890	Bulk Tanker Truck	\$0.96/lb/del*	800 Gallons Minimum	ARO 7 – 15 Business Days

* Pricing subject to 3.5% Tariff and Freight Surcharge

Please call our office to place all orders at (800) 342-6733

- or -

EMAIL: evie@ntutechnologies.com

This quote supersedes any and all prior quotes