

ITEM 4.18

CITY MANAGER'S REPORT DECEMBER 11, 2023 CITY COUNCIL REGULAR MEETING

ITEM: RATIFY CITY MANAGER'S EXECUTION OF AN EMERGENCY SERVICE CONTRACT WITH CONCO WEST, INC. FOR CTF CHLORINE TANK REPLACEMENT AND APPROVE BUDGET AMENDMENT

RECOMMENDATION: Adopt Resolution Ratifying City Manager's Execution of an Emergency Service Contract with Conco West, Inc. for CTF Chlorine Tank Replacement and Approving Budget Amendment

SUMMARY:

The injection of chlorine into effluent is a critical step in the treatment of wastewater at the City's Consolidated Treatment Facility (CTF). One of two chlorine storage tanks at the CTF recently failed, leaving the City without a backup chlorine tank. As the chlorine tanks are an essential component in the wastewater treatment process, the immediate replacement of the failed tank is critical to support the operation of the CTF.

City staff requested from Conco West, Inc. (Conco) a proposal for the installation of two (2) city-owned chlorine tanks and associated tasks (Project). Conco provided a proposal for the Project at a cost of \$190,400. Because the immediate replacement of the chlorine tanks is imperative to prevent a shutdown of the CTF, the City Manager executed this emergency service contract with Conco on November 17, 2023.

Staff requests Council adopt a resolution ratifying the City Manager's execution of an emergency service contract with Conco for the Project in the amount of \$190,400 and authorize a 25% contingency of \$47,600, for a total Project cost not to exceed \$238,000.

BACKGROUND:

In early October, staff discovered that one of two chlorine storage tanks at the CTF had failed. Staff immediately ordered two new tanks and requested from Conco a proposal for the installation of two (2) new City-owned chlorine tanks, as the functioning tank is also nearing the end of its service life.

Conco provided a proposal to complete the Project for \$190,400, which also includes expanding and chemically treating the surface of the existing concrete slabs, installing seismic anchor points for the larger tanks, and providing various valves and fixtures needed. Additional services and components not included in Conco's proposal will require additional funding, including seismic anchoring hardware, structural calculations and calibration or programming of various components. These additional services will be funded through the requested 25% contingency of \$47,600.

CITY MANAGER’S REPORT **PAGE 2**
DECEMBER 11, 2023 CITY COUNCIL REGULAR MEETING
RATIFY CITY MANAGER’S EXECUTION OF AN EMERGENCY SERVICE
CONTRACT WITH CONCO WEST, INC. FOR CTF CHLORINE TANK
REPLACEMENT AND APPROVE BUDGET AMENDMENT

REASON FOR RECOMMENDATION:

The CTF is a critical component of the City’s infrastructure and cannot be inoperative for any length of time. The expedited replacement of both chlorine tanks, which are nearing the end of their service lives, will ensure the CTF’s continued operation to provide uninterrupted wastewater treatment services.

FISCAL IMPACT:

Staff requests City Council ratify the City Manager’s execution of an emergency service contract with Conco in the amount of \$190,400 and authorize a 25% contingency of \$47,600 for staff to spend as necessary to accomplish the goals of the Project, for a total Project cost not to exceed \$238,000.

Sufficient funds were not included in the adopted FY 23/24 budget to pay for the Project. Therefore, staff requests City Council approve a budget amendment transferring \$238,000 from the Wastewater Recycled Water Capital Replacement Fund 6110 to the CTF – MBR Sewer Fund 6080 as follows:

<u>Increase Transfer Out</u>	
6110-9900-990-90-10	\$238,000
<u>Increase Transfer In</u>	
6080-9900-393-00-00	\$238,000
<u>Increase Appropriation</u>	
6080-5034-450-20-00	\$238,000

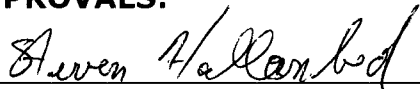
ATTACHMENTS:

- A. Resolution Ratifying City Manager’s Execution of an Emergency Service Contract with Conco West, Incorporated for CTF Chlorine Tank Replacement and Approving Budget Amendment

- B. Executed Emergency Service Contract with Conco West, Incorporated for the CTF Chlorine Tank Replacement

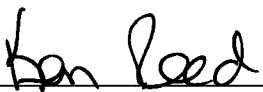
**CITY MANAGER'S REPORT
DECEMBER 11, 2023 CITY COUNCIL REGULAR MEETING
RATIFY CITY MANAGER'S EXECUTION OF AN EMERGENCY SERVICE CONTRACT
WITH CONCO WEST, INC. FOR CTF CHLORINE TANK REPLACEMENT AND
APPROVE BUDGET AMENDMENT**

APPROVALS:



Steven Hollenbeak
Assistant Engineer

11.21.23
Date



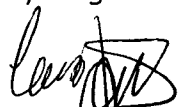
Ken Reed
Senior Construction Manager

11-21-23
Date



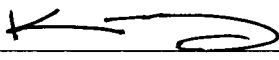
Brad Taylor
City Engineer

11/28/2023
Date




Cari James
Director of Finance

11/29/2023
Date



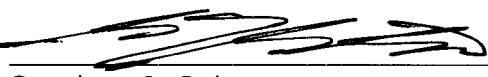
Michael King
Assistant City Manager

11.29.2023
Date



Salvador Navarrete
City Attorney

11.28.2023
Date



Stephen J. Salvatore
City Manager

12.5.23
Date

RESOLUTION NO. 23-

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF LATHROP RATIFYING CITY MANAGER'S EXECUTION OF AN EMERGENCY SERVICE CONTRACT WITH CONCO WEST, INC. FOR CTF CHLORINE TANK REPLACEMENT AND APPROVING BUDGET AMENDMENT

WHEREAS, the injection of chlorine is a critical step in City's treatment of wastewater at its Consolidated Treatment Facility (CTF); and

WHEREAS, one of two chlorine tanks at the CTF has recently failed and both tanks are at the ends of their service lives, leaving the City without a backup chlorine tank; and

WHEREAS, City staff immediately requested and received from Conco West, Incorporated (Conco) a proposal for the installation of two (2) new City-owned chlorine tanks to restore back-up chlorine injection capacity to the CTF (Project); and

WHEREAS, Conco provided a proposal for the work necessary to install both tanks and City-provided flow meters at a cost of \$190,400; and

WHEREAS, upon review and evaluation of the proposal, staff has determined the price for the contemplated emergency service is consistent with the work scope, materials and timeline for replacement; and

WHEREAS, the City Manager has executed an emergency service contract with Conco for \$190,400; and

WHEREAS, staff requests Council ratify the City Manager's execution of the contract with Conco in the amount of \$190,400 for the construction of the Project; and

WHEREAS, staff also requests Council authorize a 25% contingency in the amount of \$47,600 and authorize staff to spend the contingency as necessary to achieve the goals of the Project for a total Project cost not to exceed \$238,000; and

WHEREAS, sufficient funds were not included in the adopted FY 23/24 budget to pay for the Project; therefore, staff requests City Council approve a budget amendment transferring \$238,000 from the Wastewater Recycled Water Capital Replacement Fund 6110 to the CTF – MBR Sewer Fund 6080 as follows:

<u>Increase Transfer Out</u>	
6110-9900-990-90-10	\$238,000

<u>Increase Transfer In</u>	
6080-9900-393-00-00	\$238,000

Increase Appropriation

6080-5034-450-20-00

\$238,000

NOW, THEREFORE, BE IT RESOLVED, that the City Council of the City of Lathrop hereby ratifies the City Manager's execution of an emergency service contract with Conco West, Inc. for the Project for a cost of \$190,400; and

BE IT FURTHER RESOLVED, that the City Council of the City of Lathrop does hereby authorize a 25% contingency in the amount of \$47,600 and authorizes staff to spend up to this amount as necessary to accomplish the goals of the Project; and

BE IT FURTHER RESOLVED, that the City Council of the City of Lathrop does hereby approve a budget amendment transferring \$238,000 from the Wastewater Recycled Water Capital Replacement Fund 6110 to the CTF – MBR Sewer Fund 6080 as detailed above.

The foregoing resolution was passed and adopted this 11th day of December, 2023 by the following vote of the City Council, to wit:

AYES:

NOES:

ABSTAIN:


ABSENT:

Sonny Dhaliwal, Mayor

ATTEST:

Teresa Vargas, City Clerk

APPROVED AS TO FORM:



Salvador Navarrete, City Attorney



Office of the City Manager

390 Towne Centre Dr. - Lathrop, CA 95330
Phone (209) 941-7430 - Fax (209) 941-7449
www.ci.lathrop.ca.us

NOTICE TO PROCEED

November 17, 2023

Conco-West, Inc.
PO Box 1360
Manteca, CA 95336

To Whom It May Concern:

Enclosed please find your original executed Emergency Service Contract to Remove and Replace Chlorine Tanks and Flow Meter at CTF. This is your Notice to Proceed to the attached Service Contract.

Should you have any questions regarding this project, please contact Ken Reed, the staff member directly involved with this project, at (209) 941-7450.

Sincerely,

A handwritten signature in black ink, appearing to read "Stephen J. Salvatore". Below the signature, the word "FOR" is written in a smaller, handwritten font.

Stephen J. Salvatore
City Manager

Copy: Teresa Vargas, City Clerk
Project File

**EMERGENCY SERVICE CONTRACT BETWEEN
THE CITY OF LATHROP AND CONCO-WEST, INC.**

**TO REMOVE AND REPLACE CHLORINE TANKS AND FLOW METER AT LATHROP
CONSOLIDATED TREATMENT FACILITY (CTF)**

THIS EMERGENCY SERVICE CONTRACT (hereinafter "Contract") is made on **November 17, 2023**, by and between the **City of Lathrop**, a municipal corporation of the State of California (hereinafter "City") and **Conco-West, Inc.** (hereinafter "Contractor"), whose Taxpayer Identification Number is 94-2512592.

For and in consideration of the following covenants, terms and conditions, City and Contractor (the parties) agree:

SCOPE OF WORK

Contractor agreed to perform Remove and Replace Chlorine Tanks and Flow Meter at CTF in accordance with the scope of work and fee proposal provided by the Contractor, attached hereto as Exhibit "A", and incorporated herein by reference. Contractor agrees to diligently perform these services in accordance with the upmost standards of its profession and to City's satisfaction.

The work was performed as an emergency work as defined in Lathrop Municipal Code 2.32.020. Due to eminent risk to health and safety, the City did not have adequate time to follow the public bid process. Pursuant to LMC 2.36.080, purchasing procedures may be eliminated in emergency situations to efficiently and timely maintain essential public services and to preserve property. Contractor agreed to complete the work to the satisfaction of City and subject to inspection, of its representatives.

CONTRACT PRICE

The City agrees to pay and the Contractor agrees to accept, in full payment for the work above agreed to be done based on a not to exceed basis of \$190,400 set forth in Exhibit "A", to Remove and Replace Chlorine Tanks and Flow Meter at CTF.

TIME FOR PERFORMANCE

The Contractor shall commence work within five (5) working days of the Notice to Proceed, and diligently prosecute the work to completion within 45 total working days of Notice to Proceed.

PERMITS; COMPLIANCE WITH LAW

The Contractor shall, at its expense, obtain all necessary permits, licenses, easements, etc., for the construction of the project, give 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.

INSPECTION BY CITY

The Contractor shall at all times maintain proper facilities and provide safe access for inspection by the City to all parts of the work, and to the shops wherein the work is in preparation.

**CITY OF LATHROP – CONCO-WEST, INC.
EMERGENCY SERVICE CONTRACT TO REMOVE AND REPLACE CHLORINE TANKS AND FLOW
METER AT CTF**

Where the Specifications require work to be specially tested or approved, it shall not be tested or covered up without timely, written approval by the City.

Should any such work be covered up without such notice, approval, or consent, it must, if required by City, be uncovered for examination at the Contractor's expense.

NOTICE

Any notice from one party to the other under the Contract shall be in writing and shall be dated and signed by the party giving such notice or by a duly authorized representative of such party. Any such notice shall not be effective for any purpose whatsoever unless served in the following manner.

- (a) If the notice is given to the City, by personal delivery thereof to the City's Director of Public Works, or by depositing the same in the United States mail, enclosed in a sealed envelope, addressed to the City's Director of Public Works, postage prepaid and certified;
- (b) If the notice is given to the Contractor, by personal delivery thereof to said Contractor or to its duly authorized representative at the site of the project, or by depositing the same in the United States mail, enclosed in a sealed envelope, addressed to the Contractor at the address set forth in the Contractor's Bid postage prepaid and certified; or
- (c) If the notice is given to the surety or any other person, by personal delivery to such surety or other person, or by depositing the same in the United States mail, enclosed in a sealed envelope, addressed to such surety or other person, as the case may be, at the address of such surety or person last communicated by it to the party giving the notice, postage prepaid and certified.

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 Occupational Safety and Health Standards Board of the State of California.

CONTRACTOR'S WARRANTY

The City 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 said building, work, or equipment or any part thereof, or in, on, or about the same during its construction and before acceptance. Contractor unqualifiedly warrants all work and materials to be free of defects whether performed or installed by it or by any subcontractor or supplier in the project which is the subject of this Contract.

**CITY OF LATHROP – CONCO-WEST, INC.
EMERGENCY SERVICE CONTRACT TO REMOVE AND REPLACE CHLORINE TANKS AND FLOW
METER AT CTF**

APPRENTICES

- (d) The Contractor's attention is directed to the provisions of Sections 1777.5, 1777.6, and 1777.7 of the California Labor Code concerning employment of apprentices by the Contractor or any subcontractor under him. In addition, Contractor shall obtain a certificate of apprenticeship before employing any apprentice pursuant to Sections 1777.5, 1777.6 and 1777.7 of the California Labor Code.
- (e) Information relative to apprenticeship standards, wage schedules, and other requirements may be obtained from the Director of Industrial Relations, ex officio the Administrator of Apprenticeship, San Francisco, California, or from the Division of Apprenticeship Standards and its branch offices.
- (f) Knowing violations of Section 1777.5 will result in forfeiture not to exceed one hundred dollars (\$100) for each calendar day of non-compliance pursuant to Section 1777.7.

HOURS OF WORK

Eight (8) hours of work in any calendar day shall constitute a legal day's work. The Contractor and each subcontractor shall forfeit, as penalty to the City, twenty-five dollars (\$25) for each worker employed in the execution of work on the Project by the Contractor or any subcontractor under him for each calendar day during which such worker is required or permitted to work more than eight (8) hours in any one calendar day and forty (40) hours in any calendar week in violation of the provisions of the Labor Code, and in particular, Section 1810 to Section 1815, thereof, inclusive, except that work performed by employees of the Contractor and his subcontractors in excess of eight hours per day at not less than one and one half times the basic rate of pay, as provided in Labor Code section 1815.

PAYROLL RECORDS

Pursuant to Labor Code section 1776, as amended from time to time, the Contractor and each subcontractor shall keep records showing the name, address, social security number, work classification, straight time and overtime hours paid 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 the work.

The certified payroll records shall be on forms provided by the Division of Labor Standards Enforcement or shall contain the same information as the forms provided by the Division.

The payroll records shall be certified and shall be available for inspection at all reasonable hours at the principal office of the Contractor on the following basis:

- (g) A certified copy of the employee's payroll records shall be made available for inspection or furnished to such employee or his or her authorized representative on request.
- (h) A certified copy of all payroll records shall be made available for inspection or furnished upon request, or as required by Labor Code section 1771.7 to the City, the Division of Labor Standards Enforcement and the Division of Apprenticeship Standards of the Department of Industrial Relations.

**CITY OF LATHROP – CONCO-WEST, INC.
EMERGENCY SERVICE CONTRACT TO REMOVE AND REPLACE CHLORINE TANKS AND FLOW
METER AT CTF**

- (i) A certified copy of all payroll records shall be made available upon request to the public for inspection or copies thereof made; provided, however, that if request by the public shall be made through either the City, the Division of Apprenticeship Standards, or the Division of Labor Standards Enforcement, if as requested, payroll records have been provided pursuant to paragraph (b), the requesting party shall, prior to being provided the records, reimburse the cost of preparation by the Contractor, subcontractors and the entity through which the request was made. The public shall not be given access to such records at the principal office of the Contractor.

The Contractor shall file a certified copy of the payroll records with the entity that requested such records within ten (10) calendar days after receipt of a written request.

Any copy of records made available for inspection as copies and furnished upon request to the public or the City, the Division of Apprenticeship Standards, or the Division of Labor Standards Enforcement, shall be marked or obliterated in such a manner as to prevent disclosure of an individual's name, address, and social security number. The name and address of the Contractor or any subcontractor performing work on the Project shall not be marked or obliterated.

The Contractor shall inform the City of the location of the payroll records, including the street address, city and county, and shall, within five (5) calendar days, provide a notice of a change of location and address.

In the event of noncompliance with the requirements of this section, the Contractor shall have ten (10) calendar days in which to comply subsequent to receipt of written notice specifying in what respects the Contractor must comply with this section. Should noncompliance still be evident after such ten (10) calendar day period, the Contractor shall, as a penalty to the City, forfeit twenty-five dollars (\$25) for each calendar day, or portion thereof, for each worker until strict compliance is effectuated.

Upon the request of the Division of Labor Standards Enforcement, such penalties shall be withheld from payments due Contractor.

PREVAILING WAGES

- (j) The Contractor is aware of the requirements of California Labor Code Sections 1720 *et seq.* and 1770 *et seq.*, as well as California Code of Regulations, Title 8, section 16000 *et seq.* ("Prevailing Wage Laws") which require the payment of prevailing wage rates and the performance of other requirements on certain "public works" and "maintenance" projects. Since this Contract involves an applicable "public works" or "maintenance" project, as defined by the Prevailing Wage Laws, and since the total compensation is \$1,000 or more, Contractor agrees to fully comply with such Prevailing Wage Laws. The Contractor shall obtain a copy of the prevailing rates of per diem wages applicable to the work to be performed by subcontractors from the website of the Division of Labor Statistics and Research of the Department of Industrial Relations located at <http://www.dir.ca.gov/dlsr/PWD/index.htm>. In the alternative, the City shall provide Contractor with a copy of the prevailing rates of per diem wages applicable to the work to be performed by subcontractors.

**CITY OF LATHROP – CONCO-WEST, INC.
EMERGENCY SERVICE CONTRACT TO REMOVE AND REPLACE CHLORINE TANKS AND FLOW
METER AT CTF**

Contractor shall make copies of the prevailing rates of per diem wages for each craft, classification or type of worker needed to perform work on the Project available to interested parties upon request, and shall post copies at the Contractor's principal place of business and at the Project site.

Contractor shall defend, indemnify and hold the City, its elected officials, officers, employees and agents free and harmless from any claims, liabilities, costs, penalties or interest arising out of any failure or alleged failure to comply with the Prevailing Wage Laws.

- (k) The Contractor and each subcontractor shall forfeit as a penalty to the City not more than fifty dollars (\$50) for each calendar day, or portion thereof, for each worker paid less than the stipulated prevailing rate for any work done by him, or by any subcontract under him, in violation of the provisions of the California Labor Code. The difference between such stipulated prevailing wage rate and the amount paid to each worker for each calendar day or portion thereof for which each worker was paid less than the stipulated prevailing wage rate shall be paid to each worker by the Contractor.

INSURANCE

On or before beginning any of the services or work called for by any term of this Agreement, CONTRACTOR, at its own cost and expense, shall carry, maintain for the duration of the Agreement, and provide proof thereof that is acceptable to the CITY the insurance specified in subsections (a) through (c) below with insurers and under forms of insurance satisfactory in all respects to the CITY. CONTRACTOR shall not allow any subcontractor to commence work on any subcontract until all insurance required of the CONTRACTOR has also been obtained for the subcontractor. Verification of this insurance shall be submitted and made part of this Agreement prior to execution.

- (a) Workers' Compensation. CONTRACTOR shall, at CONTRACTOR'S sole cost and expense, maintain Statutory Workers' Compensation Insurance and Employer's Liability Insurance for any and all persons employed directly or indirectly by CONTRACTOR. Said Statutory Workers' Compensation Insurance and Employer's Liability Insurance shall be provided with limits of not less than one million dollars (\$1,000,000). In the alternative, CONTRACTOR may rely on a self-insurance program to meet these requirements provided that the program of self-insurance complies fully with the provisions of the California Labor Code. The insurer, if insurance is provided, or the CONTRACTOR, if a program of self-insurance is provided, shall waive all rights of subrogation against the CITY for loss arising from work performed under this Agreement.
- (b) Commercial General and Automobile Liability Insurance. CONTRACTOR, at CONTRACTOR'S own cost and expense, shall maintain commercial general and automobile liability insurance for the period covered by this Agreement in an amount not less than one million dollars per occurrence (\$1,000,000), combined single limit coverage for risks associated with the work contemplated by this Agreement.

**CITY OF LATHROP – CONCO-WEST, INC.
EMERGENCY SERVICE CONTRACT TO REMOVE AND REPLACE CHLORINE TANKS AND FLOW
METER AT CTF**

If Commercial General Liability Insurance or an Automobile Liability form or other form with a general aggregate limit is used, either the general aggregate limit shall apply separately to the work to be performed under this Agreement or the general aggregate limit shall be at least twice the required occurrence limit. Such coverage shall include but shall not be limited to, protection against claims arising from bodily and personal injury, including death resulting therefrom, and damage to property resulting from activities contemplated under this Agreement, including the use of owned and non-owned automobiles.

Coverage shall be at least as broad as Insurance Services Office Commercial General Liability occurrence form CG 0001 (ed. 11/88) and Insurance Services Office Automobile Liability form CA 0001 (ed. 12/90) Code 1 (any auto).

Each of the following shall be included in the insurance coverage or added as an endorsement to the policy:

- (i) CITY, its officers, employees, and volunteers are to be covered as insured with respect to each of the following: liability arising out of activities performed by or on behalf of CONTRACTOR, products and completed operations of CONTRACTOR; premises owned, occupied or used by CONTRACTOR. The coverage shall contain no special limitations on the scope of protection afforded to CITY, its officers, employees, agents, or volunteers.
 - (ii) The insurance shall cover on an occurrence or an accident basis, and not on a claim made basis.
 - (iii) An endorsement must state that coverage is primary insurance and that no other insurance affected by the CITY will be called upon to contribute to a loss under the coverage.
 - (iv) Any failure of CONTRACTOR to comply with reporting provisions of the policy shall not affect coverage provided to CITY and its officers, employees, agents, and volunteers.
 - (v) Insurance is to be placed with California-admitted insurers with a Best's rating of no less than A: VII.
 - (vi) Notice of cancellation or non-renewal must be received by CITY at least thirty days prior to such change.
- (c) Deductibles and Self-Insured Retentions. CONTRACTOR shall disclose the self-insured retentions and deductibles before beginning any of the services or work called for by any term of this Agreement. During the period covered by this Agreement, upon express written authorization of CITY Manager, CONTRACTOR may increase such deductibles or self-insured retentions with respect to CITY, its officers, employees, agents, and volunteers.

**CITY OF LATHROP – CONCO-WEST, INC.
EMERGENCY SERVICE CONTRACT TO REMOVE AND REPLACE CHLORINE TANKS AND FLOW
METER AT CTF**

The CITY Manager may condition approval of an increase in deductible or self-insured retention levels upon a requirement that CONTRACTOR procure a bond guaranteeing payment of losses and related investigations, claim administration, and defense expenses that is satisfactory in all respects to each of them.

- (d) Notice of Reduction in Coverage. In the event that any coverage required under subsections (a), (b), or (c) of this section of the Agreement is reduced, limited, or materially affected in any other manner, CONTRACTOR shall provide written notice to CITY at CONTRACTOR'S earliest possible opportunity and in no case later than five days after CONTRACTOR is notified of the change in coverage.
- (e) In addition to any other remedies CITY may have if CONTRACTOR fails to provide or maintain any insurance policies or policy endorsements to the extent and within the time herein required, CITY may, at its sole option:
 - (i) Obtain such insurance and deduct and retain the amount of the premiums for such insurance from any sums due under the Agreement;
 - (ii) Order CONTRACTOR to stop work under this Agreement or withhold any payment which becomes due to CONTRACTOR hereunder, or both stop work and withhold any payment, until CONTRACTOR demonstrates compliance with the requirements hereof;
 - (iii) Terminate this Agreement.

Exercise of any of the above remedies, however, is an alternative to other remedies CITY may have and is not the exclusive remedy for CONTRACTOR'S breach.

INDEMNIFICATION

Contractor agrees to protect, defend, indemnify and hold City, its City Council members, officers, employees, engineer, and consultants harmless from and against any and all claims, demands, liabilities, losses, damages, costs, expenses, liens, penalties, suits, or judgments, arising in whole or in part, directly or indirectly, at any time from any injury to or death of persons or damage to property as a result of the willful or negligent act or omission of Contractor, or which results from Contractor's noncompliance with any Law respecting the condition, use, occupation or safety of the Project site, or any part thereof, or which arises from Contractor's failure to do anything required under this Contract or for doing anything which Contractor is required not to do under this Contract, or which arises from conduct for which any Law imposes strict liability on Contractor in the performance of or failure to perform the terms and conditions of this Contract, except as may arise from the sole willful or negligent act or omission of City or any of its City Council members, officers, employees.

This indemnification shall extend to any and all claims, demands, or liens made or filed by reason of any construction, renovation, or remodeling work performed by Contractor under this Contract at any time during the term of this Contract, or arising thereafter.

**CITY OF LATHROP – CONCO-WEST, INC.
EMERGENCY SERVICE CONTRACT TO REMOVE AND REPLACE CHLORINE TANKS AND FLOW
METER AT CTF**

SEVERABILITY

Nothing contained in the Contract shall be construed so as to require the commission of any act contrary to law. Should a conflict arise between any provision contained herein and any present or future statute, law, ordinance or regulation contrary to which the parties have no legal right to contract or act, the latter shall prevail and the provision of this Contract which is affected shall be curtailed and limited but only to the extent necessary to bring it within the requirements of the law. If such curtailment or limitation is not possible, the affected provision shall be of no force and effect. Except as aforesaid, such illegality shall not affect the validity of this Contract.

COMPLETE AGREEMENT

This Contract supersedes any and all agreements, either oral or in writing, between the Parties with respect to the subject matter herein.

Each party to this Contract acknowledges that no representation by any party which is not embodied herein or any other agreement, statement, or promise not contained in this Contract shall be valid and binding.

INTERPRETATION

- (l) The parties hereto acknowledge and agree that each has been given the opportunity to independently review this Contract with legal counsel, and/or has the requisite experience and sophistication to understand, interpret and agree to the particular language of the provisions of the Contract.
- (m) In the event of a controversy or dispute between the parties concerning the provisions herein, this document shall be interpreted according to the provisions herein and no presumption shall arise concerning the draftsmanship of such provision.

APPLICABLE LAW

- (n) The parties hereto understand and agree that the terms of this Contract, and its Exhibits, have been negotiated and executed within the State of California and shall be governed by and construed under the laws of the State of California.
- (o) In the event of a dispute concerning the terms of this Contract, the parties hereto expressly agree that the venue for any legal action shall be with the appropriate court in the County of San Joaquin, State of California.

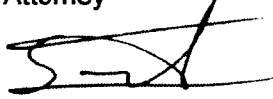
SIGNATURES

The individuals executing this Agreement represent and warrant that they have the right, power, legal capacity, and authority to enter into and to execute this Agreement on behalf of the respective legal entities of the CONSULTANT and the CITY. This agreement shall inure to the benefit of and be binding upon the parties hereto and their respective successors and assigns.

**CITY OF LATHROP – CONCO-WEST, INC.
EMERGENCY SERVICE CONTRACT TO REMOVE AND REPLACE CHLORINE TANKS AND FLOW
METER AT CTF**

Approved as to Form:

City of Lathrop
City Attorney



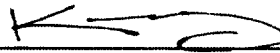
11-16-2023

Salvador Navarrete

Date

Recommended for Approval:

City of Lathrop
Assistant City Manager



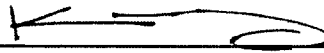
11-17-2023

Michael King

Date

Approved by:

City of Lathrop
390 Towne Centre Drive
Lathrop, CA 95330



FOR

11-17-2023

Stephen J. Salvatore
City Manager

Date

Contractor:

Conco-West, Inc.
PO Box 1360
Manteca, CA 95336
Fed ID # 94-2512593
Lathrop Business License # 40150

DocuSigned by:



11/16/2023

Signature

Date

Mike DeRousse

President

Print Name and Title



Cal State License #353199
DIR# 1000001168
PO Box 1360
Manteca, CA 95336
(209) 239-2110
Fax (209) 239-2384
www.concowestinc.com

Mr. Ken Reed
City of Lathrop
390 Towne Centre Dr.
Lathrop, CA 95330

November 3, 2023

Re: Remove & Replace City Furnished Tanks
& Flow Meter
Lathrop, CA
Estimate No. 23038

Dear Mr. Reed:

We are pleased to offer the following proposal to remove the existing Chlorine Tanks & install new City provided Chlorine Tanks. Remove existing 16" Flow Meter & install new City provided Flow Meter.

- The current housekeeping pads the existing tanks sit on are not large enough for the installation of the seismic clips. We propose to form & pour approx.. 8 ea 18"x18"x6" tall concrete piers per tank that the seismic clips will sit on. The anchor bolts for the clips will get drilled & epoxied 9" into the base slab of the containment structure. The 9" embedment was given by Snyder Tanks through their dealer Harrington Plastics. We will install the 2 ea seismic cable straps per tank as provided by Snyder. We will add a 4" steel tube spacer on the back of the seismic clip holding the tank in place instead of the clip being tight against the tank.
- Remove & replace all ball valves with new CPVC ball valves. The current 4" valves will be replaced with 3" ball valves due to the new tank only having 3" fittings.
- Install 2 ea 3" rubber expansion joint at 3" ball valves.
- Install 2 ea 2" rubber expansion joint at 2" ball valves on chlorine fill lines.
- 4 ea stainless unistrut pipe supports at 3" & 2" valves
- Remove & replace vent & overflow piping with new CPVC piping.
- Remove & reinstall pressure transducers & pressure switches.
- Remove & reinstall existing chlorine feed line. Add 2" ball valve on each side of the T to isolate each tank if needed.
- Install new CPVC line from chlorine tank to pump sight glass on the tank closest to the pumps.
- Install new chlorine feed lines reusing the existing camlock fittings.
- Reuse existing stainless unistrut pipe supports as needed.
- Remove existing duplex pump skid & mounting strut.
- Abrasive blast & apply 20-30 mils DFT of Dura Plate 8200 to the interior concrete surfaces of the existing concrete containment area, housekeeping pads & new 18"x18"x6" piers. Price includes removing loose coating & abrading tightly adhered existing coating, filling of cracks * spalls with Steel-Seam epoxy patching & surfacing compound before application.
- Remove existing 16" flow meter & install new 16" flow meter provided by City. We have included a new 16" RFCA & 316 nuts, bolts & gaskets for the flow meter installation.

SEE ATTACHED FOR PRICING

Exclusions & Clarification:

- Existing tanks & chemical skid to be left onsite for disposal by others.
- All tanks, seismic clips & cable straps provided by the City.



Cal State License #353199
DIR# 1000001168
PO Box 1360
Manteca, CA 95336
(209) 239-2110
Fax (209) 239-2384
www.concowestinc.com

Exclusions & Clarification Continued:

- Installation of seismic anchors, clips, straps has not been reviewed or approved by a Structural Engineer.
- We will remove, install & pipe one (1) tank at a time. Excludes any calibration or programming of pressure transmitters, pressure switches, etc. Bid based on normal working hours. M-F 7:00 am to 3:30 pm. Each tank to be empty prior to start of work. Chlorine to be removed from tanks by others
- Excludes new pipe spools for flow meter installation.
- Excludes calibration or programming of new flow meter.
- Excludes all permits, fees, survey, concrete and compaction testing.
- Excludes bond premium. (We are bondable @ 1.35 %)
- Quotation is valid for 30 days.

Regards,

Steve Murphy

Steve Murphy
Estimator/Project Manager

23038

LATHROP WASTE WATER TREATMENT PLANT

Steve

11/3/2023 12:56 PM

LATHROP WWTP

Bid Item	Description	Quantity	Units	Unit Price	Bid Total
100	REMOVE & REPLACE CITY PROVIDED CHLORINE TANKS	1.000	LS	182,600.00	182,600.00
200	REMOVE & REPLCE 16" CITY PROVIDED FLOW METER	1.000	LS	7,800.00	7,800.00
	Bid Total				\$190,400.00

**PAGE LEFT
INTENTIONALLY
BLANK**