



# City of Coronado, California NOTICE OF REQUEST FOR PROPOSAL

The City of Coronado, California, issues a Request for Proposals (RFP) to perform the following services:

## Odor Control Management Services

The project consists of odor control management services for the City’s sanitary sewer system on an annual basis. The City seeks a qualified vendor to provide the City with sanitary sewer system odor control management services including chemical delivery, storage, feed, and hydrogen sulfide monitoring, on an annual basis, for up to five years. Project parameters and locations of service are outlined within the RFP.

The City will accept only proposals using the Calcium Nitrate treatment solution method as responsive proposals. Several chemical treatment systems were evaluated prior to selecting Calcium Nitrate and based upon site constraints and chemical hazard risks, the City has selected Calcium Nitrate as the most acceptable treatment option.

An **optional, pre-proposal walk-through** will be held at the Department of Public Services, 101 B` Avenue, Coronado, California, 92118. The Department of Public Services’ main telephone number is (619)-522-7380.

**WEDNESDAY, NOVEMBER 16, 2016, AT 2:30 PM**

To be considered for selection, all sealed proposals must be received by the City Clerk at City Hall, 1825 Strand Way, Coronado, California 92118 **PRIOR TO the public proposal opening day, time, and address below. One (1) original and three (3) copies of the proposal are required.**

**WEDNESDAY, JAN 4, 2017, PRIOR TO 3:00 P.M.**

The City of Coronado complies with the Americans with Disabilities Act. If you require reasonable accommodations for the pre-proposal walk-through, or the proposal opening, contact the Department of Public Services (619) 522-7380 at least 48 hours in advance.

The proposal documents include: 1) Notice Inviting Proposals; 2) Instructions to Proposers; 3) Request for Proposals, 4) Attachments A, B and C- Terms And Conditions; 5) DRAFT Agreement; and, 6) DRAFT Agreement Attachments, 7) Exhibits A, and B. Copies of the proposal documents are available on the City’s webpage (link below). It is the responsibility of the proposer to regularly check this webpage for any future proposal addenda or updates.

[https://www.coronado.ca.us/government/departments\\_divisions/public\\_services\\_and\\_engineering/public\\_bids\\_rfp\\_s\\_and\\_rfq\\_s/](https://www.coronado.ca.us/government/departments_divisions/public_services_and_engineering/public_bids_rfp_s_and_rfq_s/)

Hard copies of the proposal documents may be picked up at the Department of Public Services, 101 B Avenue, Coronado, California 92118. In accordance with the California Labor Code, the Contractor must pay, not less than, prevailing wage rates as determined by the Director of the Department of Industrial Relations for all work done under this Agreement. State of California prevailing wage rates for laborers can be found on the internet at

<http://www.dir.ca.gov/DLSR/PWD/Statewide.html>. The Contractor is responsible for determining the correct title for job classifications and determining the appropriate wage rates.

If you have questions regarding this Notice Inviting Proposals, contact Cecilia Lyon at 619.522.7380 or [cecilial@coronado.ca.us](mailto:cecilial@coronado.ca.us).

**INSTRUCTIONS TO PROPOSERS  
ODOR CONTROL MANAGEMENT SERVICES FOR  
SANITARY SEWER SYSTEM  
CITY OF CORONADO**

**SCOPE OF WORK**

The City of Coronado (“City” hereinafter) is responsible for managing the City’s sanitary sewer system. The City intends to enter into an Agreement with the most responsive and responsible proposer, committed to providing the best level of service for odor control management services, through a competitive qualification and proposal-based procurement process.

**PROPOSAL FORMAT**

The following proposal format is required and has been designed to facilitate comparison among the various proposing organizations. Among other things, it is very important that the proposal provides a concise description of the firm's background and capabilities in providing similar services. Responses are limited to 20 pages.

**Cover Letter –Introduction (including a completed “Cover Sheet” – Attachment A to this RFP).** Introduce your company and summarize your proposal. Please include the name of a contact person and/or authorized representative in your company.

**Qualifications and Past Experiences-**This relates to the vendor’s qualifications and capacity to perform the scope of services. Please include description of vendor’s capacity to perform the scope of services.

**Technical Approach-**This relates to the proposed method to accomplish the goals of the project and the description of services that will be provided. Therefore, each scope item should be discussed in detail providing specifics on the provision of services, equipment, products, etc.

- a. Calcium Nitrate Solution Provision-At a minimum, identify the product to be provided, its chemistry, dilution, and anticipated application rate and range of potential application rates.
- b. Monitor and Report Dissolved Sulfide Concentrations. At a minimum, discuss the monitoring and reporting that will be provided, including the sample frequency, third party lab credentials and software tools to be provided.
- c. Cays Main Pump Station (CMPS) Site Improvements. At a minimum, discuss and depict the proposed improvements, including location of ingress / egress, storage tank, ancillary equipment, flat work, and perimeter control (CMU wall).

**Cost Projection:** Identify the proposed cost of service. A separate cost specification shall be provided for each major scope item, in the following manner:

- a. Provide Calcium Nitrate Solution. At a minimum, provide an estimate of cost per gallon and annual cost to provide the Calcium Nitrate solution.
- b. Monitor and Report Dissolved Sulfide Concentrations: At a minimum, estimate the annual cost to perform the monitoring and reporting services.
- c. CMPS Site Improvements. At a minimum, estimate the lump sum cost to provide site improvements.
- d. Feed Equipment. At a minimum, estimate the lump-sum cost to provide monthly inspections and maintenance of feed equipment.
- e. Cost Savings. Please identify any additional cost saving ideas or proposed additional scope of services.

**References.** Provide a list, including a minimum of three references, that the City can contact to evaluate the firm's past work experience (**Attachment B** of this RFP includes a format for reference contact information that can be used to fulfill this requirement).

### **SELECTION PROCESS AND EVALUATION CRITERIA**

The method by which the City will select a successful proposer for this RFP is as follows:

Each submittal shall be judged as to the vendor's capabilities and experience to perform general civil engineering services. Selection will be based upon a 100 point criteria as follows:

- (30) Capabilities, Experience and Past Performance: Each vendor will be evaluated on their demonstrated capabilities and experience to provide the scope of services.
- (40) Proposed Approach: Each vendor will be evaluated on the quality and viability of their proposed approach and their ability to meet the scope of services and overall goals of the project.
- (30) Cost of Service: Each vendor will be evaluated based upon the quantity of the proposed cost of service and the quality of service they provide.

An evaluation committee will review and rank the submittals based upon the criteria noted above. The top-rated vendors may be invited to an interview to discuss key items of their Proposal. Based upon the submittals and interviews, a vendor will be recommended to the City Council for a Services Contract. Upon the Council's approval, the contract will be awarded. Should the City and selected vendor be unable to agree on contract terms, the award of the contract will be offered to the second ranking vendor, and so forth, as necessary.

**Contract Duration:** The vendor selected will serve as the City's odor control management service provider for a period of one year from the execution of the contract. The City reserves the right to terminate the contract when it is determined that it is in the best interest

of the City. The City may also elect to renew the annual contract for up to five (5) consecutive years.

Examination of work site: The proposer is required to carefully examine the work site, proposal forms, plans, specifications and special provisions for the work proposed. The submission of a proposal shall be considered conclusive evidence that the proposer has investigated, and is satisfied as to, the conditions to be encountered, the character, quality and quantities of work to be performed and materials to be furnished, and as to the requirements of documents.

Interpretation or correction prior to proposal opening:

- Any request for interpretation or correction of the Request for Proposals documents must be submitted prior to the opening of proposals to the Department of Public Services & Engineering, by email to [cecilial@coronado.ca.us](mailto:cecilial@coronado.ca.us) up to one week before the proposal due date.
- Any interpretation or correction rendered by the contract officer of the request for proposal documents shall be made immediately available to all other persons who obtained request for proposal documents from the City.

#### **Optional Pre-Proposal Walk-Through**

an Optional Pre-Proposal Walk-Through is scheduled for **WEDNESDAY, NOVEMBER 16, 2016, AT 2:30 P.M.** and will be held at the Department of Public Services, 101 B Avenue, Coronado, California 92118. Public Services' main telephone number is 619.522.7380.

#### **Time and place to open proposals:**

- 1) To be considered, a SEALED PROPOSAL must be received at the City Clerk's Office, 1825 Strand Way, Coronado, California, 92118, PRIOR **TO 3:00 P.M., WEDNESDAY, JANUARY 4, 2017.** Proposals will be opened on that same day, location and time as above.
- 2) Any proposal received by the City Clerk's Office, after the time specified herein, shall be returned unopened to the proposer.
- 3) The proposer shall be bound to the terms of the proposal for a period of sixty (60) days following the opening of the RFP until an agreement/purchase order is developed.

#### **Opening and preliminary review of proposals:**

- 1) Upon the opening of the proposals, all proposals shall be reviewed by the contract officer to determine the accuracy of any totals in the proposal. A proposer's error in adding up numerical items contained in the proposal shall not constitute a material error. Rather, the City will rely upon the amount assigned to each item of the proposal.
- 2) Proposal will be reviewed for completeness and responsiveness.

The Utilities Supervisor will review the Short List and, if necessary, will interview Proposers prior to making a final determination. An oral interview may be required after the Director and the Utilities Supervisor review the Short List. However, the City reserves the right to award the Agreement for services on the basis of the initial proposal received, without interviews.

After selection of the company to provide the services, the City will negotiate final contract terms. Upon agreement of the final terms, the Agreement will be scheduled for consideration by the City Council for award.

### **AWARD OF AGREEMENT**

The Successful Proposer will be required to enter into an Odor Control Management Agreement ("Contract") with the City which includes the Terms and Conditions set forth in **Attachment A: Scope of Work**.

Prior to final execution of the Agreement, the Successful Proposer will first be required to provide insurance certificates. All insurance documentation shall comply with the Terms as set forth in the attached Draft Agreement and shall be reviewed for compliance and accepted or rejected by the Contract Officer. In the event of rejection, the Successful Proposer shall be required to obtain such insurance coverage as required in the Agreement, Paragraph 14, "Insurance," and approved by the Contract Officer **prior to** entering into the Agreement.

In accordance with the California Labor Code, the Contractor must pay, not less than, prevailing wage rates as determined by the Director of the Department of Industrial Relations for all work done under this Agreement. State of California prevailing wage rates can be found on the internet at <http://www.dir.ca.gov/DLSR/PWD/Statewide.html>. The Contractor shall be responsible for determining the applicability of the provisions of the California Labor Code and complying with same, including the determination of the correct title for job classifications and the appropriate wage rates. Contractor shall also be responsible for making the above information available to any interested party/parties, upon request, paying the applicable prevailing wage rates, and posting copies thereof at the job site in accordance with the prevailing wage laws.

### **CONTRACT TERM**

The Services to be performed under the Agreement shall begin upon contract execution for a **one (1) year term, with four (4) one-year options to renew**, upon mutual consent.

### **INFORMATION AND INQUIRES**

All requests for additional information or inquiries related to this proposal shall be directed to the Department of Public Services & Engineering (619) 522-7380 and/or Cecilia Lyon via email at [cecilial@coronado.ca.us](mailto:cecilial@coronado.ca.us).



**CITY OF CORONADO**

**Request for Proposal**

**for**

**Odor Control Management Services**

**November 10, 2016**

## **Introduction**

The City of Coronado (City) has a need to retain a qualified vendor to provide odor control management services for the City's sanitary sewer system on an annual basis. The City's Public Services and Engineering Department (PSE) is therefore issuing a Request for Proposal (RFP) for qualified vendors to provide the City with sanitary sewer system odor control.

PSE intends to enter into a Services Contract with one vendor to provide services including chemical delivery of Calcium Nitrate, storage, feed, and hydrogen sulfide monitoring, on an annual basis, for up to five years.

An evaluation of various treatments systems occurred prior to the City selecting Calcium Nitrate as the odor and corrosion control treatment plan. The City will deem proposals non-responsive if the treatment product is not Calcium Nitrate. Site constraints and hazardous material risks were the decisive factors in the selection of the Calcium Nitrate as the method most appropriate to meet the City's needs.

## **Background**

The City is a built-out city which measures 7.4 square miles and contains 45 miles of sanitary sewer mains, and 17 pump stations. Sewage generated within the City is conveyed to the City of San Diego (San Diego) via the City's Transbay Pump Station and Force main (Transbay). San Diego collects and treats City sewage under a Municipal Services Agreement (MSA). The City also collects sewage from two Naval Facilities: Naval Amphibious Base Coronado (NAB) and Naval Air Station North Island (NAS). Both NAB and NAS have Industrial Waste Discharge Permits (IWD Permits) with San Diego.

The MSA establishes that the City must convey sewage of acceptable quality. San Diego identified to the City that its sewage had high levels of sulfides within its waste stream, and has requested the City reduce the dissolved sulfides to equal to or less than 1.0 milligram per liter (mg/l). The purpose of this RFP is to select a vendor to: 1) reduce the levels of sulfides within the City's waste stream by application of Calcium Nitrate solution to the City's Cays Main Pump Station (CMPS); 2) monitor and report the sulfide levels in the waste stream at NAB, NAS, and the Transbay discharge location; and 3) provide the infrastructure required to implement the Calcium Nitrate solution at the CMPS.

Provided for reference are two exhibits: 1) **Exhibit A** presents a schematic representation of the City's sanitary sewer system, highlighting the locations of the CMPS, NAB, NAS, and Transbay; and 2) Exhibit B presents an overview of the existing CMPS site highlighting the area that the City can make available for infrastructure required to implement the Calcium Nitrate solution at the CMPS.

## **Scope of Services**

It is the intent of the City to use the selected qualified vendor on an annual basis for up to five years. The vendor must meet San Diego's required dissolved sulfide concentration level of 1.0 mg/l at the discharge location of Transbay or prove that the City's equivalent sewage (less NAB and NAS) meets the 1.0 mg/l dissolved sulfide requirement. The scope of services includes four major elements as listed below:

- 1) Provide Calcium Nitrate Solution. The solution should be applied at the CMPS at a quantity and rate to achieve the 1.0 mg/l dissolved sulfide requirement as described above. Dosing quantities at CMPS shall change when monitoring results indicating positive or negative readings require dosing adjustment to achieve equal to or less than 1.0 milligram per liter (mg/l). Out of compliance monitoring results must be immediately corrected, or no later than fifteen (15) days after results received. If vendor is unable to achieve specified requirements within 30 days, vendor will be considered non-responsive and termination of contract may ensue.
- 2) Monitor and Report Dissolved Sulfide Concentrations. The intent of this task is to provide the City with the ability to remotely access dissolved sulfide concentrations and hydrogen sulfide gas levels at the Transbay discharge, NAB, and NAS sites. The dissolved sulfide concentrations levels should be taken monthly and reported to the City, with an estimated equivalent City concentration (less NAB and NAS). Hydrogen sulfide gas levels should be recorded continuously at the Transbay discharge, NAB and NAS and provided to the City via a vendor-maintained website or application, which will also include the results of the dissolved sulfide monitoring.
- 3) Feed Equipment. The vendor shall provide all dosing equipment and perform no less than monthly inspection and maintenance of dosing equipment.
- 4) CMPS Site Improvements. The intent of this task is to provide the necessary site improvements at CMPS to implement the Calcium Nitrate feed. The improvements must be located in the area shown on Exhibit B and blend into the surrounding environment similar to the CMPS.

## **Submittals**

Four (4) copies of the RFP must be received by 3:00 p.m. on January 4, 2017. Late or faxed submittals will not be accepted. Submittals will be limited to 20 pages.  
Submit completed Proposals to:

City of Coronado  
Public Services & Engineering Department  
1825 Strand Way  
Coronado, California 92118  
ATTN: Kim Godby

For questions or additional information, please contact:

Kim Godby  
Utilities Supervisor  
Phone: (619) 522-7387  
Fax: (619) 435-4479  
E-mail: [kgodby@coronado.ca.us](mailto:kgodby@coronado.ca.us)

**Submittal Contents:** Submittals shall contain the following information: **Cover Letter:** (including a completed “Cover Sheet” – Attachment A to this RFP)

**Past Experiences:** This relates to the vendor’s capabilities to perform the scope of services. This section should demonstrate the vendor’s capabilities to perform the scope of services.

**Approach:** This relates to the proposed method to accomplish the goal of the project and the services to be provided. Therefore, each scope item should be discussed in detail, providing specifics on the provided services, equipment, product, etc.

**Provide Calcium Nitrate Solution:** At a minimum, a discussion of the product being provided, its chemistry, dilution, and anticipated application rate and range of potential application rates shall be provided.

**Monitor and Report Dissolved Sulfide Concentrations:** At a minimum, a discussion of the monitoring and reporting being provided, including the sample frequency, third party lab credentials, and software tools shall be provided.

**CMPS Site Improvements:** At a minimum, a discussion and depiction of the proposed improvements, including location of ingress / egress, storage tank, ancillary equipment, flat work, and perimeter control (CMU wall) shall be provided.

**Cost Projection:** A separate line item shall be provided for each major proposed service in the following manner:

**Provide Calcium Nitrate Solution:** At a minimum, an estimate of cost-per-gallon and annual cost to provide the Calcium Nitrate solution shall be provided.

**Monitor and Report Dissolved Sulfide Concentrations:** At a minimum, an estimate of the annual cost to perform the monitoring and reporting services shall be provided.

**CMPS Site Improvements Cost:** At a minimum, an estimate of the lump-sum cost to provide the site improvements shall be provided. Include estimated costs for any additional cost saving ideas or proposed additional scope of services.

**References:** A list, including a minimum of three references, which the City can contact to evaluate the firm's past work experience shall be provided. Attachment B of this RFQ includes a format for reference contact information that can be utilized to fulfill this requirement.

### **Selection Criteria**

Each submittal shall be judged as to the consultant's capabilities and experience to perform general civil engineering services. Selection will be based on a 100-point criteria as follows:

- (30) Capabilities, Experience and Past Performance: Each vendor will be evaluated on their demonstrated capabilities and experience to provide the scope of services.
- (40) Proposed Approach: Each vendor will be evaluated on the quality and viability of their proposed approach and their ability to meet the scope of services and overall goals of the project.
- (30) Cost of Service: Each vendor will be evaluated based on the quantity of the proposed cost of service and the quality of service they provides.

An evaluation committee will review and rank the submittals based on the above criteria. The top-rated vendors may be invited to an interview to discuss key items of their Proposal. Based on the submittals and interviews, a vendor will be recommended to the City Council for a Services Contract. Upon the Council's approval, the contract will be awarded. Should the City and the selected vendor be unable to agree on contract terms, the award of the contract will be offered to the second ranking vendor and so forth, as necessary.

### **Contract Duration**

The vendor selected will serve as the City's odor control consultant for a period of one year from the signing of the services contract. The City reserves the right to terminate the contract when it is determined to be in the best interest of the City. The City may also elect to renew the annual contract for up to five (5) consecutive years.



**Attachment B**

**References**

**Provide at least three references with telephone numbers:**

\_\_\_\_\_  
Reference: #1

\_\_\_\_\_  
Phone Number

\_\_\_\_\_  
Representing

\_\_\_\_\_  
Project Title:

Description: \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

\_\_\_\_\_  
Reference: #2

\_\_\_\_\_  
Phone Number

\_\_\_\_\_  
Representing

\_\_\_\_\_  
Project Title:

Description: \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

\_\_\_\_\_  
Reference: #3

\_\_\_\_\_  
Phone Number

\_\_\_\_\_  
\_\_\_\_\_

Representing

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Project Title:

Description: \_\_\_\_\_

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**Attachment C**  
**REQUEST FOR PROPOSAL TERMS AND CONDITIONS**

**1. Right to Reject Proposals:**

- a. The City retains the right to reject any and all proposals, to waive any specifications (both City's and written proposed specifications from proposing parties) and any informality or irregularity, and to sit and act as sole judge of the merit and qualifications of each product/service offered. Proposing party's past performance and the City's assurance that each proposing party would provide the requirements of the scope of work/specifications as proposed will be taken into consideration when proposals are being evaluated. The City reserves the right to reject any proposals that have the potential for conflict of interest.
- b. Proposing parties agree to honor said proposal for a period of ONE HUNDRED EIGHTY (180) DAYS from proposal closing date. Acceptance of the proposing party's proposal by the City, during the period that the proposals shall remain valid, shall bind the proposing party to perform the Services in compliance with the terms set forth herein for the period stated in the proposal.
- c. Failure to provide all information required in this RFP may result in the proposal being rejected as incomplete and non-responsive. All prices, terms, availability and any other conditions must be complete and in written form.
- d. This RFP does not commit the City to award a contract or to pay any costs incurred in the preparation of a proposal in response to this request. At this time, there is no commitment on the part of the City to award a contract for Services. The City will retain all proposals submitted in response to this request.

**2. Proposal Evaluation:**

- a. All proposals received shall be evaluated with the emphasis placed on the proposing party's ability to meet the City's requirements, the responsiveness of the proposals and the evaluation criteria outlined in the RFP. Other factors such as ability to meet deadlines, quality of work performed in the past and general competence of the proposing party shall be carefully scrutinized. Cost will be evaluated in relation to the other qualified proposing parties. The City need not select the lowest cost proposal, but may choose according to what is in the best interest of the City.
- b. It should be noted that this is a competitive sealed proposal and not a competitive sealed bid. When proposals are opened, prices and other proposal information will not be made public until the proposal is awarded. There shall be no disclosure of any proposing party's information to competing proposing parties prior to the awarding of the Contract. At that time, the executed contract will become public information. Accordingly, each proposal should be submitted on the contractor's most favorable terms from a price and technical standpoint.

**3. Default:**

- a. If the proposing party to whom the award is made fails to enter into a contract as herein provided, the award will be annulled and an award may be made to the next responsible proposing party, and such proposing party shall fulfill every stipulation embraced herein as if they were the party to whom the first award was made. The notice inviting

- proposals, special provisions and specifications shall be considered as incorporated in the contract.
- b. Upon award of Contract, the following default clause shall apply: In case of default by the proposing party, the City may procure the item(s) proposed from other sources and may deduct from proposing party any monies due, or that may after become due to the proposing party, the difference between the price named in the proposal and/or purchase order and actual cost thereof to the City. Price paid by the City shall be considered the prevailing market price at the time such purchase is made.
4. **Sales Tax:** The City pays State of California sales tax. The City is exempt from Federal excise tax and shall furnish such tax exemption certificates as may be required.
  5. **Work Performance:**
    - a. All work shall be completed in a competent manner according to standard practices of the industry. All persons engaged in the work, including sub-contractors, will be considered as employees of the contractor. The contractor will be held responsible for their work. The City will deal directly with, and make all payments to, the prime contractor.
    - b. The subcontracting of any or all of the work to be done will in no way relieve the contractor of any part of responsibilities under the Contract.
    - c. Periods of performance may be extended if the facts, as to the cause of delay, justify such extension in the opinion of the Director.
  6. **Licenses.** The contractor's personnel shall furnish to the City a copy of their appropriate classed valid California Driver's License upon request by the City.
  7. **Signing Agreements.** The City does not sign rental, lease or other agreements that may be requested by the successful proposing party. The City Professional Services Agreement is the contract document incorporating the specifications and terms and conditions of this RFP.
  8. **Billings and Compensation:** Billings shall be submitted monthly, indicating locations and monthly rates, and shall be verified by the City Utilities Supervisor or authorized representative. Payment for work shall be as agreed upon by the City and the contractor. In the event of disputes, the disputed invoice shall be submitted to the Director for review and decision. The determination of the Director shall be final.
  9. **Standards of Performance:** Services shall be performed under the Contract in a skillful and competent manner, consistent with the standards generally recognized as being employed by professionals in the same discipline in the State of California. The contractor represents and maintains that it is skilled in the professional calling necessary to perform the Services. The contractor warrants that all employees and subcontractors shall have sufficient skill and experience to perform the Services assigned to them. Finally, the contractor represents that it, its employees and subcontractors, have all licenses, permits, qualifications and approvals of whatever nature that are legally required to perform the Services and that such licenses and approvals shall be maintained throughout the term of

this Contract. As provided for in the indemnification provisions of this Contract, the contractor shall perform, at its own cost and expense and without reimbursement from the City, any services necessary to correct errors or omissions which are caused by the contractor's failure to comply with the standard of care provided for herein.

The selected contractor must also equip each employee performing services under this contract with a cell phone to allow the employee to effectively communicate with their base of operation and City staff.

10. **Recyclables:** Contractor shall comply with State Recycling Mandates. Any recyclable materials/debris collected by the Contractor that can be feasibly diverted via reuse or recycling must be hauled by the appropriate handler for reuse or recycling. Contractor shall submit a Construction & Demolition Recycling Plan Summary Report to the City annually. Weight tickets and written documentation of diversion must be attached to the Report. Final payment requests to the City will not be processed without recycling documentation.
11. **Personnel:** The contractor shall furnish sufficient supervisory and working personnel capable of promptly accomplishing on schedule, to the satisfaction of the City or authorized representative, all work required under the Contract.

All contractual personnel shall be physically able to do their assigned work. The contractor and its employees shall conduct themselves in a proper and efficient manner at all times and shall cause the least possible disruption to the public. The City or authorized representative may require the contractor to promptly remove from the work site any employee deemed careless, uncooperative, incompetent, a threat to the adequate or timely completion of Services, a threat to the safety of persons or property, or otherwise objectionable, whose continued employment on the job is considered to be contrary to the best interest of the City. Such an employee shall not be re-employed to perform any of the Services.

The contractor shall have competent employees on the job who are capable of discussing, with the City or authorized representatives, matters pertaining to this Contract. Adequate and competent supervision shall be provided for all work done by the contractor's employees to ensure accomplishment of high quality work, which will be acceptable to the City or authorized representative.

All personnel shall be required to wear a uniform as deemed appropriate by the City or authorized representative. Each employee shall be required to carry, on his person, an identification card identifying employee as an employee of the contractor. All personnel changes or substitutes need to be reported to the City Utilities Supervisor prior to work shift.

12. **Assignment:** The contractor shall not assign, sublet or lease any part or portion of this Contract without the prior written approval of the City.

**DRAFT AGREEMENT**

**between**

**THE CITY OF CORONADO  
as City**

**and**

**NAME OF CONTRACTOR  
as Contractor**

**for construction of the**

**Odor Control Management**

**CONTRACT NO. XX-XX-XX-XXX**

**CITY OF CORONADO, CALIFORNIA**

THIS AGREEMENT is made as of \_\_\_\_\_, 2016, by and between the City and the Contractor.

The City and the Contractor hereby agree as follows:

**ARTICLE 1 – BASIC INFORMATION**

- 1.1 City: City of Coronado  
101 B Avenue  
Coronado, CA 92118
- 1.2 Project Name: **Odor Control Management**
- 1.3 City's Address for Notices: Kim Godby, Utilities Supervisor  
City of Coronado  
Public Services & Engineering Department  
101 B Avenue  
Coronado, California 92118-3005
- 1.4 Contractor: **Contractor's Name**  
**Street Address**  
**City, State Zip**
- 1.5 Contractor's Address for Notices: **Contractor's Name**  
**Street Address**  
**City, State Zip**
- Attention: **Individual's Name**
- 1.6 Project Location: Sanitary Sewer System, Coronado, California
- 1.7 City's Contract Officer: Clifford M. Maurer, PE CPM  
Public Services & Engineering Department  
City of Coronado
- 1.8 Civil Engineering Firm: **Company**  
**Street Address**  
**City, State Zip**  
**Phone Number**
- 1.10 City Representative: Kim Godby, Utilities Supervisor  
Public Services & Engineering Department  
1825 Strand Way

**ARTICLE 2 – WORK**

2.1 Contractor shall provide all labor, materials, equipment, tools, and services required by and shall perform all Work described in the Contract Documents. Contractor agrees to do additional Work arising from changes ordered by the City pursuant to Section 3 of the Green Book.

**ARTICLE 3 – CONTRACT DOCUMENTS**

3.1 The Contract Documents consist of this executed Agreement and all Agreement Attachments and Exhibits; Notice of RFP, Instructions to Proposers, RFP, Notice of Award; Notice to Proceed; General Conditions; Supplementary General Conditions; Specifications; Standard Specifications for Public Works Construction “Green Book,” 2015 Edition; Caltrans Standard Specifications, 2015 Edition; all Drawings shown on the List of Drawings; all Bonds required; the Addenda as shown below; and Change Orders.

3.2 The following addenda are incorporated into the Contract Documents:

No.	Date of Issue:
_____	_____
_____	_____
_____	_____
_____	_____

3.3 The Contract Documents may not be modified orally or in any manner other than in writing in accordance with Section 3 of the Green Book. All such modifications shall be incorporated in the Contract Documents.

3.4 Precedence of Contract Documents:

3.4.1 In the event of a conflict between component parts of the Contract Documents, the document highest in precedence shall control. The precedence shall be:

- .1 Agreement;
- .2 Special Provisions and Addenda;
- .3 General Conditions;
- .4 Specifications (Technical Provisions);
- .5 Project Plans;



## **ARTICLE 6 – LIQUIDATED DAMAGES**

- 6.1 If Contractor fails to complete an area's Work within the Contract Time as described in Article 5, Contractor shall pay to the City, as liquidated damages and not as a penalty, the sum of one hundred dollars (**\$100.00**) for each calendar day after the expiration of the Contract Time per area that the Work remains incomplete. The City and Contractor agree that in the event the Work is not completed within the Contract Time, the City's damages would be extremely difficult or impracticable to determine and therefore the City and Contractor agree that the amount stated herein is a reasonable estimate of the amount of such damages. The City may deduct any liquidated damages owed to the City, as determined by the City, from any payments otherwise payable to Contractor under this Contract. Nothing contained herein shall limit the City's rights or remedies against Contractor for any default other than failure to complete the Work within the Contract Time. This provision for liquidated damages shall not be applicable nor act as a limitation upon the City if Contractor abandons the Work. In such event, Contractor shall be liable to the City for all losses incurred.

## **ARTICLE 7 – INDEMNIFICATION**

- 7.1 In addition to any other obligations contained herein, Contractor shall defend, indemnify, and save harmless the City and its officers, agents, consultants, and employees, and each of them, from and against any and all liability, claims, judgments, demands, causes of action, damages, costs, expenses, property damage, contract disputes, penalties, losses or liability, in law or in equity, of every kind and nature whatsoever, including but not limited to injuries or damages to persons or property arising directly or indirectly out of the conduct of the Contractor or its employees, agents, subcontractors, or others in connection with the execution of the Work covered by these Contract Documents, except only for those claims or litigation arising from the established, sole, willful misconduct or active negligence of the City, its officers, agents, or employees. Contractor's indemnification shall include all claims for damages arising out of any infringement of patent rights or copyrights incidental to the use in the performance of the Work or resulting from the incorporation in the Work of any invention, design, process, product, or device not specified in the Contract Documents. Contractor's indemnification shall include any and all costs, expenses, attorneys' fees and liability incurred by the City, its officers, agents, or employees in enforcing the provisions of this section, and in defending against such claims, whether the same proceed to judgment or not. Contractor shall reimburse City for any expenditures, including reasonable attorneys' fees, City may make by reason of such matters, and Contractor at its own expense shall, upon written request by the City, defend any such suit or action brought against the City, its officers, agents, or employees.

## **ARTICLE 8 – MISCELLANEOUS PROVISIONS**

### 8.1 Successors and Assigns

8.1.1 The City and Contractor respectively bind themselves and their successors, permitted assigns, and legal representatives to the other party and to the successors, permitted assigns, and legal representatives of such other party in respect to covenants, agreements and obligations contained in the Contract Documents. This Contract and any portion thereof shall not be assigned or transferred, nor shall any of the Contractor's duties be delegated, without the written consent of the City. Any attempt to assign or delegate this Contract without the written consent of the City shall be void and of no force or effect. A consent by the City to one assignment shall not be deemed to be a consent to any subsequent assignment.

### 8.2 Survival

8.2.1 The provisions of the Contract which by their nature survive termination or final completion of the Contract, including all warranties, indemnities, payment obligations, and the City's right to audit Contractor's books and records, shall remain in full force and effect after final completion or any termination of the Contract.

### 8.3 Rights and Remedies

8.3.1 All the City's rights and remedies under the Contract Documents shall be cumulative and in addition to and not in limitation of all other rights and remedies of the City under the Contract Documents or otherwise available at law or in equity.

8.3.2 No term or provision hereof shall be deemed waived and no default or breach excused, unless such waiver or consent shall be in writing and signed by the party claimed to have waived or consented to such breach. The consent by any party to or waiver of, a breach or default by the other, shall not constitute a consent to, waiver of, or excuse for, any other different or subsequent breach or default.

8.3.3 No provision contained in the Contract Documents shall create or give to third parties any claim or right of action against the City, the City Representative, or Contractor.

### 8.4 Compliance with Law

8.4.1 The Contractor shall be responsible for complying with all local, state, and federal laws, whether or not said laws are expressly stated or referred to herein.

### 8.5 The City's Right to Audit

8.5.1 The City and entities and agencies designated by the City shall have access to and the right to audit all of Contractor's books, records, contracts, correspondence, instructions, drawings, receipts, vouchers, purchase orders, and memoranda relating to the Work.

Contractor shall preserve all such records for a period of at least three years after final completion and shall provide copies of same at City's request.

## 8.6 Notices

8.6.1 All notices, demands, requests, consents, or other communications which this Agreement contemplates or authorizes, or requires or permits either party to give to the other, shall be in writing and shall be personally delivered or mailed to the respective party at the addresses set forth in Article 1 of this Agreement. Either party may change its address by notice to the other party as provided herein.

8.6.2 Communications shall be deemed to have been given and received on the first to occur of: (1) actual receipt at the offices of the party to whom the communication is to be sent, as designated above; or (2) three working days following the deposit in the United States Mail of registered or certified mail, postage pre-paid, return receipt requested, addressed to the offices of the party to whom the communication is to be sent, as designated above.

IN WITNESS WHEREOF, the undersigned represent and warrant that they have the right, power, legal capacity, and authority to enter into and execute this document on behalf of the City and the Contractor, and do hereby agree to the full performance of the conditions and covenants herein contained, and have caused this document to be executed by setting hereto their names, titles, signatures and date:

**CITY:**

**CONTRACTOR:**

(2 signatures required)

Contract/Agreement is approved for content:

\_\_\_\_\_  
City Engineer Signature                      Date

\_\_\_\_\_  
Name:    Date  
Title:

Contract/Agreement is approved as to form:

\_\_\_\_\_  
City Attorney Signature                      Date

\_\_\_\_\_  
Name:    Date  
Title:

\_\_\_\_\_  
City Manager Signature                      Date

Attest:

\_\_\_\_\_  
City Clerk Signature                      Date

California Contractor's License(s):

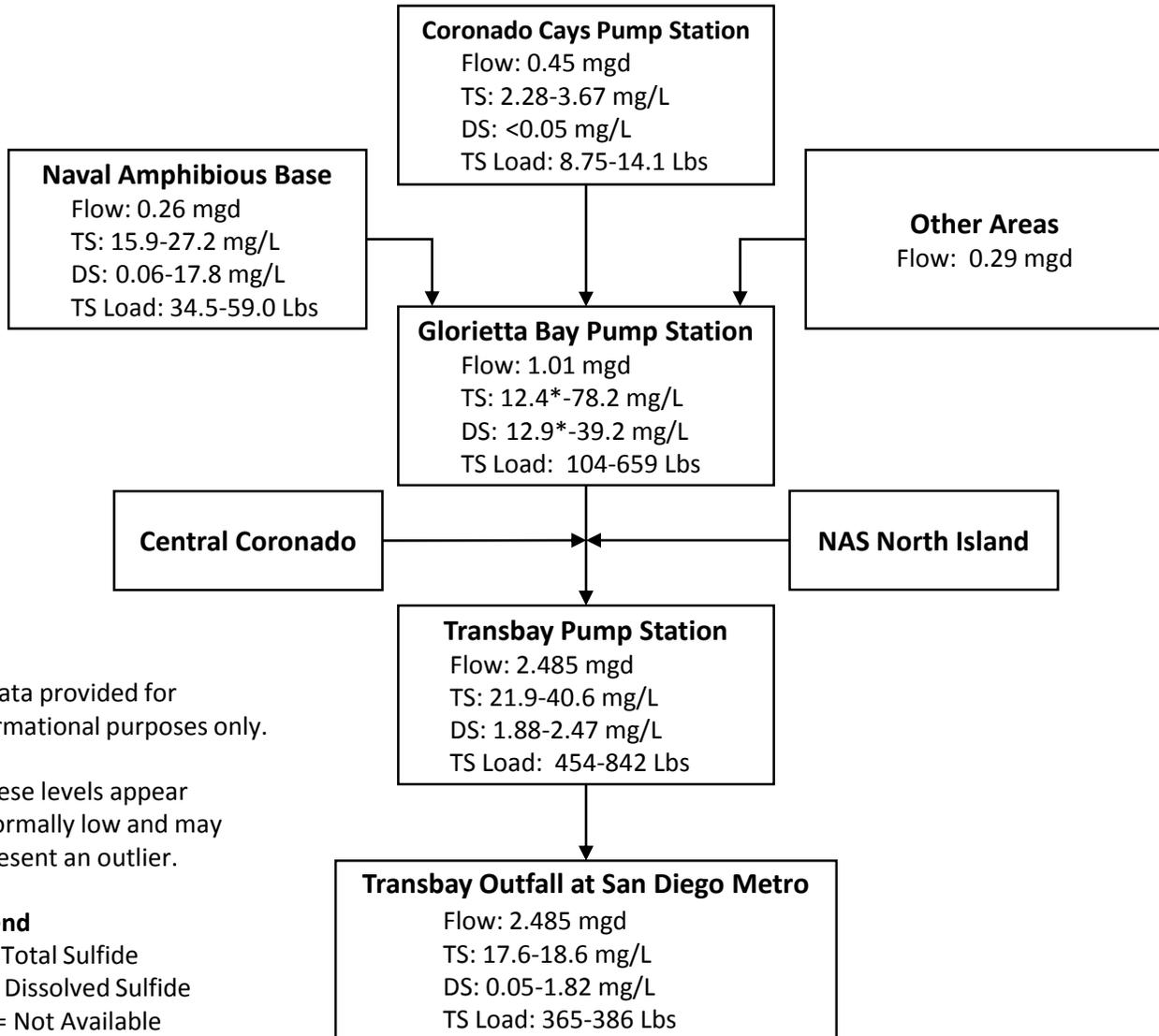
\_\_\_\_\_  
(Name of License Holder)

\_\_\_\_\_  
(License Classification)                      (License Number)

\_\_\_\_\_  
(Expiration Date)

**(Attach Notary acknowledgment for all signatures of Contractor.)**

**City of Coronado  
Sulfide Loading Schematic  
September 8-9, 2016**

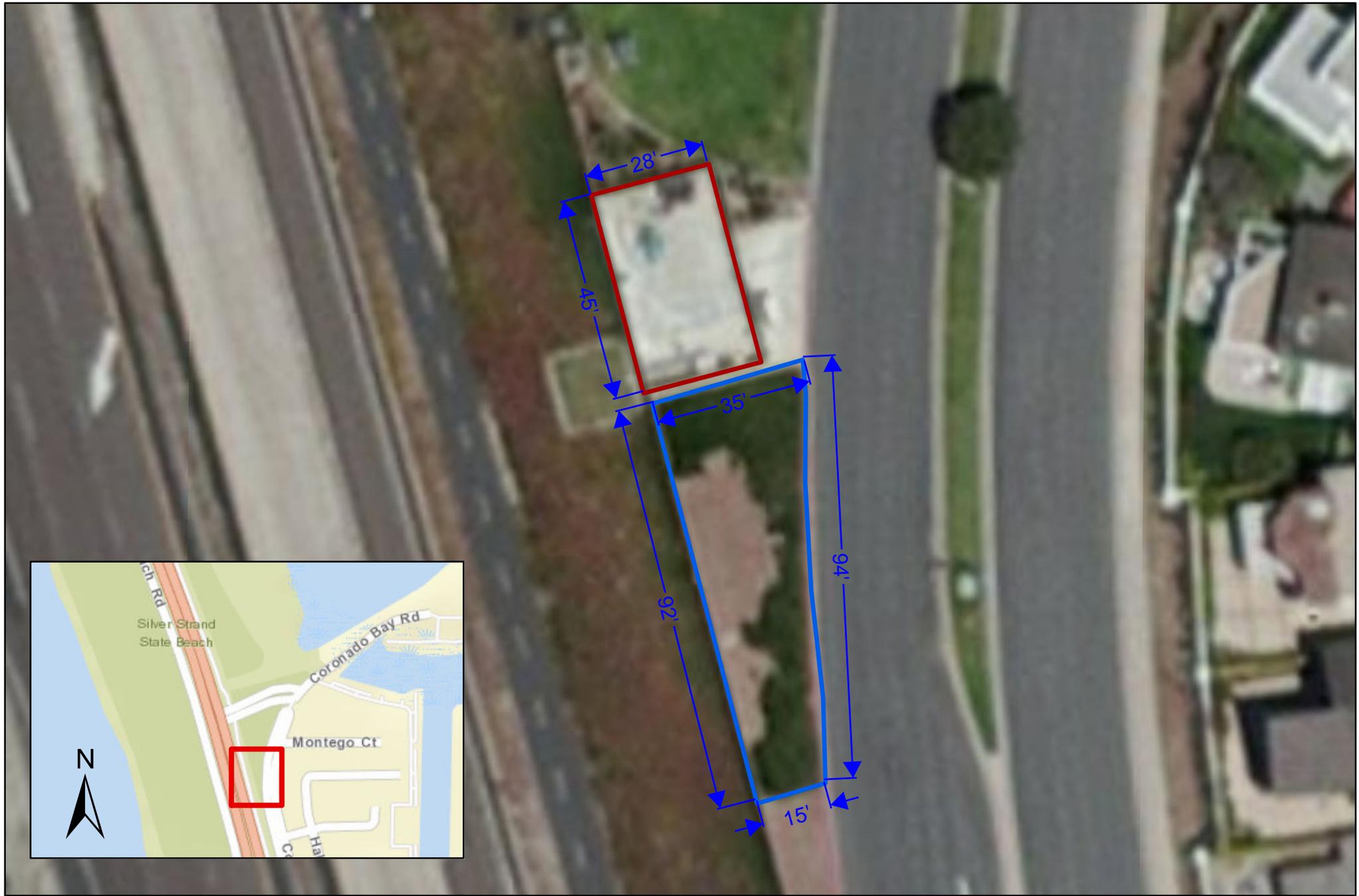


All data provided for informational purposes only.

\* These levels appear abnormally low and may represent an outlier.

**Legend**

- TS = Total Sulfide
- DS = Dissolved Sulfide
- N/A= Not Available



**PRINTED: 11/4/2016**

**Legend**

- Proposed Tank Site
- Exist.Pump Station

**Exhibit B**  
**Cays Main Pump Station**