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May 22, 2023

Board of Directors
Triunfo Water & Sanitation District
Ventura County, California

**CONTRACT WITH INSITUFORM TECHNOLOGIES, LLC.
FOR THE 2023 BELL CANYON SEWER MAINLINE REHABILITATION PROJECT
TWSD CONTRACT NO. T23-004**

Summary

Previously, staff identified two sections of the Triunfo Water & Sanitation District's (District) Bell Canyon main line sewer pipeline in need of rehabilitation. The approximately 1,700 feet of sewer main located on Dapplegray and Saddlebow, just downstream from the wastewater force main discharge connection, showed substantial hydrogen sulfide (H₂S) deterioration from the force main flows. Elevated H₂S concentration in the wastewater flow are the result of infrequent grinder pump system cycling which allows the H₂S gas to develop in pump wet wells.

The District contracted professional services with Phoenix Engineering, LLC. to assist staff with the design and plans for the bid packet. The initial project approach was to remove the deficient pipe and replace with new sewer lines. However, subsequent review of this approach determined that a liner in lieu of pipe replacement would accomplish the desired repair and with a lower cost and less residential impacts. On May 10, 2023, staff solicited for bids from qualified contractors to perform the necessary work. The following two contractors responded with their bids:

- 1) Insituform Technologies, LLC. (\$89,136)
- 2) Sancon Technologies, Inc. (\$114,793.75)

Staff reviewed the bids and determined that Insituform Technologies, LLC. submitted the lowest responsible and responsive bid to complete the work effort. Staff recommends the Board approve a contract in the amount of \$89,136 with the terms stipulated in the Contract.

TWSD Legal Counsel has approved the Contract as to form and content.


Please contact me at 805-658-4621 or email marknorris@trunfowsd.com if you have any questions or need additional information.

Fiscal Impact

The \$89,136 cost for this Contract is included in the CIP portion of the FY2022-2023 Adopted Budget.

Recommendation

It is recommended that the Board Authorize the Chair to sign TWSD Contract No. T23-004 for Insituform Technologies, LLC. for the 2023 Bell Canyon Mainline Sewer Rehabilitation Project in the amount of \$89,136 with the terms indicated in the Contract.

REVIEWED AND APPROVED:  _____
Mark Norris - General Manager

Attachments: TWSD Contract No. T23-004

CONTRACT NO. T23-004

BETWEEN

**TRIUNFO WATER & SANITATION DISTRICT
AND
INSITUFORM TECHNOLOGIES, LLC.**

THIS CONTRACT is made and entered into this 22nd day of May 2023 in the County of Ventura, State of California, by and between the TRIUNFO WATER & SANITATION DISTRICT, a political subdivision of the State of California ("District"), and INSITUFORM TECHNOLOGIES, LLC ("Contractor").

RECITALS

- A. On May 10, 2023, DISTRICT invited bids for the 2023 Bell Canyon Sewer Mainline Rehabilitation Project ("Project").
- B. Pursuant to said invitation, CONTRACTOR submitted the lowest responsible and responsive bid which was accepted by DISTRICT for said Project.
- C. The parties enter into this Agreement to set forth their respective rights and obligations.

AGREEMENT

In consideration of the terms, conditions, and mutual covenants contained herein, the parties agree as follows:

Section 1. Scope of Work.

A. Contractor agrees to perform, within the time stipulated by this Contract, and shall provide all labor, materials, tools, equipment, apparatus, facilities and transportation necessary to complete in a good and workmanlike manner the construction of the 2023 Bell Canyon Sewer Mainline Rehabilitation Project.

Work includes the construction of the 2023 Bell Canyon Sewer Mainline Rehabilitation Project in accordance with the specifications and requirements as shown in the Contract Documents.

Unless otherwise provided, the Contractor shall furnish all materials, equipment, tools, labor and incidentals necessary to complete the Work. No separate payment will be made for any item that is not specifically set forth in the Bid Sheets, and all costs therefore shall be included in the prices named in the Bid Sheets for any work required in the Contract Documents. All work shall be measured and paid at unit (CY, LF, LS, etc.) on bid form.

Unless otherwise noted, the specifications and standard plans of the latest edition of the Green Book shall apply.

B. Contractor shall complete the work covered by this Contract in strict accordance with all Contract Documents as specified herein. Contractor shall be liable to District for any damages arising from Contractor's failure to fully comply with that obligation, and Contractor shall not be excused with respect

to any failure to so comply by any act or omission of District or its representatives, unless such act or omission prevents Contractor from fully complying with the requirements of the Contract Documents, and unless Contractor protests at the time of such alleged prevention that the act or omission is preventing Contractor from fully complying with the Contract Documents. Such protest shall not be effective unless prepared in writing and filed with District within three (3) days from the date of occurrence of the act or omission preventing Contractor from fully complying with the Contract Documents.

Section 2. Contract Documents.

This Contract consists of the following documents, all of which are component parts of this Contract and are incorporated herein as though set forth in full:

Triunfo Water & Sanitation District Bid No. T23-001 (100 pages), including:

- Notice Inviting Bids
- Instructions to Bidders
- Proposal Form
- Bid Form
- Proposal Bid Bond
- Non-Collusion Declaration
- Davis-Bacon and Related Acts Requirements
- Contract No. T23-004
- Emergency Procedures
- Labor & Material [Payment] Bond
- Performance Bond
- Corporate Certificate
- Certificate(s) of Insurance
- Contractor's Certificate of Compliance
- Payment-in-Full Affidavit
- General Provisions
- Special Provisions
- Technical Provisions
- Any Appendices
- Any Addendums
- Plans

Work required by one of the above Contract Documents and not by others shall be performed as if required by all of said documents.

Section 3. Time for Completion.

Contractor's work shall be commenced within ten (10) days after receipt of the Notice to Proceed and as specified therein, and Contractor shall complete all work under this Contract within sixty (60) working days from the date stated in the NTP.

Pursuant to Section 9550 of the California Civil Code, Contractor shall file with the District or the appropriate District officer, a payment bond in a form acceptable to District and in an amount necessary to satisfy the provisions of Section 9554 of the California Civil Code.

Section 5. Contract Price.

District shall pay to Contractor, and Contractor shall accept as full consideration for the faithful performance of the Contract, subject to any additions, deductions or conditions as provided in the Contract Documents, the amount not to exceed Eighty-Nine Thousand and One-Hundred and Thirty-Six Dollars (\$89,136.00).

Section 6. Liquidated Damages.

District and Contractor recognize that time is of the essence of this Contract and that the District will suffer financial loss if the work is not completed within the time specified in Section 3 of this Contract and the attached exhibits, plus any extensions thereof allowed herein. They also recognize the delays, expense and difficulties involved in proving the actual loss suffered by District if the work is not completed on time. Accordingly, instead of requiring any such proof, District and Contractor agree that as liquidated damages for delay (but not as a penalty), Contractor shall pay the District the sum of **\$1,000 for each day** that expires after the time specified herein until the work is completed.

Section 7. Dispute Resolution

In the event that Contractor and District have a dispute concerning the payment of sums pursuant to their Contract and said sums are Three Hundred and Seventy Five Thousand Dollars (\$375,000) or less, the parties agree to be governed by Public Contracts Code Section 20104, et seq. In the event of such dispute, Contractor shall file a written claim with District. If the claim is less than Fifty Thousand Dollars (\$50,000), District shall respond in writing within forty-five (45) days or, within thirty (30) days request additional documentation and respond fifteen (15) days after said request. For claims between Fifty Thousand Dollars (\$50,000) and less than or equal to Three Hundred and Seventy Five Thousand Dollars (\$375,000), District shall respond in writing within sixty (60) days receipt, or may request in writing within thirty (30) days, additional documentation and respond thirty (30) days after said request.

If Contractor disputes District's response, Contractor may, within fifteen (15) days, demand an informal conference to meet and confer, to be scheduled within thirty (30) days. If the conference proves unsuccessful, then Contractor may file a claim under the Government Code and then bring a civil action.

In the event Contractor files a civil action, the mediation provisions set forth in Public Contract Code Section 20104.4 shall apply unless waived by mutual stipulation of District and Contractor or unless District elects to resolve the dispute pursuant to Public Contract Code Section 10240 et seq. If said mediation takes place and does not resolve the matter, the case must be submitted to judicial arbitration.

Section 8. Workers' Compensation.

Contractor shall comply with all provisions of California Labor Code Section 3700 et. Seq. and shall secure the payment of compensation to its employees. Contractor certifies that it is aware of its statutory obligations requiring it to be insured against liability for workers' compensation or to undertake self-insurance in accordance with the provisions of the Labor Code. Contractor agrees and warrants that it will comply with its statutory obligations before commencing the performance of work on this contract.

Section 9. Prevailing Wages.

Contractor shall comply with the provisions of the California Labor Code pertaining to the payment of prevailing per diem wage rates (§1720 et. Seq.). Pursuant to Labor Code §1773.2, a copy of the prevailing per diem wage rates in Ventura County is on file with the District Clerk of the Board. A copy of these rates will be furnished to any interested party upon request. The Contractor shall have copies of the prevailing wage schedule at the work site.

Section 10. Deposit of Securities in Lieu of Retention.

Contractor may deposit securities with the District in lieu of District withholding funds to ensure performance under this Contract. Said deposit, if made, shall be in accordance with California Public Contract Code §22300.

Section 11. Notices.

All notices or other official correspondence relating to contractual matters between the parties hereto shall be made by personal service or by first class mail, postage prepaid, addressed to the parties as follows:

District

Triunfo Water & Sanitation District
Finance & Administration
370 N. Westlake Blvd., Suite 100
Westlake Village, CA 93162

Contractor

Insituform Technologies, LLC.
580 Goddard Ave.
Chesterfield, MO

Notices delivered personally shall be deemed made and received on the date of service. Notices mailed shall be deemed made and received three (3) calendar days after mailing.

Section 12. California Law.

This Contract shall be interpreted and construed pursuant to the laws of the State of California. Venue for any Superior Court action arising out of this agreement shall be the County of Ventura.

IN WITNESS WHEREOF, the parties have executed this Agreement on the day and year first set forth above.

TRIUNFO WATER & SANITATION DISTRICT

INSITUFORM TECHNOLOGIES, LLC.

By _____
Jane Nye, Chair
Board of Directors

By _____
Burt M. Keating
President

APPROVED AS TO FORM:
ATOZ LAW, LLP

By _____
JOHN MATHEWS
Legal Counsel for District

ATTEST

By _____
FIDELA GARCIA
Clerk of the Board

APPROVED AS TO ADMINISTRATION:

By _____
MARK NORRIS,
General Manager

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