

DATE SUBMITTED  
 SUBMITTED BY  
 DATE ACTION REQUIRED

08/28/2019  
Public Services  
09/04/2019

**Agenda Item No** **D-1**  
 CITY COUNCIL ACTION (X)  
 PUBLIC HEARING REQUIRED ( )  
 RESOLUTION ( )  
 ORDINANCE 1<sup>ST</sup> READING ( )  
 ORDINANCE 2<sup>ND</sup> READING ( )  
 CITY CLERK'S INITIALS ( )

**IMPERIAL CITY COUNCIL  
 AGENDA ITEM**

<b>SUBJECT: DISCUSSION/ACTION: WASTEWATER TREATMENT PLANT UPGRADE – BID 2019-04</b>	
1. AWARD BID TO WM LYLES FOR THE WASTEWATER TREATMENT PLANT UPGRADE.	
DEPARTMENT INVOLVED: Public Services - WWTP	
<b>BACKGROUND/SUMMARY:</b> Back in March 2016, Council took action to contract with Albert A. Webb Associates to prepare the documents for the WWTP upgrade. Webb's proposal at that time included preparation of preliminary design and support; final design and documents; and construction services.  City Staff along with Albert A Webb Associates have been working on the design plans for a new MBR WWTP. The project was advertised and bids received on August 21, 2019.  The four bids received were reviewed by staff and Design Engineer, Brian Knoll. Mr. Knoll's review and recommendation letter is attached.  Award contract to W.M. Lyles in the amount of \$18,424,000.00 Additional costs for construction services in the amount of \$2,545,120.00 Additional cost of Deduct A in the amount of \$1,852,000.00 Remaining Webb contract is \$622,000.00 Grand total of \$22,357,800.00	
<b>FISCAL IMPACT</b> Total fiscal impact is \$22,357,800.00. Funding sources are the 2019 WW Bond, WW capacity funds, WW fund balance and potential water capacity loan if needed.	
STAFF RECOMMENDATION Approve	
MANAGER'S RECOMMENDATION:	MANAGER'S INITIAL _____
<b>MOTION:</b>   SECONDED: APPROVED ( ) REJECTED ( ) AYES: DISAPPROVED ( ) DEFERRED ( ) NAYES: ABSENT: REFERRED TO:	



**Corporate Headquarters**  
3788 McCray Street  
Riverside, CA 92506  
951.686.1070

**Palm Desert Office**  
74967 Sheryl Avenue  
Palm Desert, CA 92260  
951.686.1070

**Murrieta Office**  
41870 Kalmia Street #160  
Murrieta, CA 92562  
T: 951.686.1070

2016-0039

August 28, 2019

Mr. Jackie Loper – Director of Community Services  
City of Imperial  
420 South Imperial Ave.  
Imperial, CA 92251

RE: City of Imperial WWTP Upgrade Project – Bid Summary and Recommendation

Dear Jackie:

On August 21<sup>st</sup>, 2019 at 2pm, the City received bids for the Wastewater Treatment Plant Upgrade Project. Bids were submitted by the four (4) general contractors listed below.

1. W.M. Lyles
2. Pacific Hydrotech
3. C.W. Roen
4. Kiewit

A summary of the bids is attached. We have reviewed the bids and deemed all bidders qualified to perform the work and all bidders responsive, with a few minor irregularities and/or mathematical errors. The bid documents stated that the basis of award would be determined as follows.

“The final construction budget for this project was stated as \$15,700,000. This budget will be utilized to determine the basis of award. If one or more qualified bids are received which are under the City’s budget, the basis of award will be based upon the Base Bid without Deductive Alternate A. If all of the bids received exceed the City’s budget, the basis of award will be based upon the sum of the Base Bid less Deductive Alternate A. The time required for completion of the alternate bid items has been factored into the Contract duration and no additional Contract time will be awarded for any of the alternate bid items.”

Based upon our review, we recommend awarding the contract to W.M. Lyles in the amount of \$18,364,000, which represents their total bid price less Deductive



Alternate A. The actual bid for W.M. Lyles included a mathematical mistake which lead to their bottom line total being overstated by \$60,000. The total of \$18,364,000 is the correct total, and we recommend waiving the mathematical mistake as a minor irregularity.

Please let me know if you have any questions in this regard or need any additional information.

Sincerely,

ALBERT A. WEBB ASSOCIATES

A handwritten signature in black ink, appearing to read "B. Knoll". The signature is fluid and cursive, with a large initial "B" and a stylized "Knoll".

Brian P. Knoll, P.E.

Vice President

## City of Imperial - WWTP Upgrade Bids

Bid Item #	WM Lyles	Pacific Hydrotech	CW Roen	Kiewit
1	\$ 900,897.60	\$ 1,045,000.00	\$ 900,000.00	\$ 1,000,000.00
2	\$ 15,883,000.00	\$ 16,499,500.00	\$ 17,986,898.00	\$ 21,371,897.00
3	\$ 291,200.00	\$ 291,200.00	\$ 291,200.00	\$ 291,200.00
4	\$ 1,486,160.00	\$ 1,486,160.00	\$ 1,486,160.00	\$ 1,486,160.00
5	\$ 59,205.40	\$ 59,205.40	\$ 59,205.40	\$ 59,205.40
6	\$ 228,950.00	\$ 228,950.00	\$ 228,950.00	\$ 228,950.00
7	\$ 73,750.00	\$ 73,750.00	\$ 73,750.00	\$ 73,750.00
8	\$ 115,220.00	\$ 115,220.00	\$ 115,220.00	\$ 115,220.00
9	\$ 588,160.00	\$ 588,160.00	\$ 588,160.00	\$ 588,160.00
10	\$ 589,457.00	\$ 589,457.00	\$ 589,457.00	\$ 589,457.00
<b>Total</b>	<b>\$ 20,216,000.00</b>	<b>\$ 20,976,602.40</b>	<b>\$ 22,319,000.40</b>	<b>\$ 25,803,999.40</b>

Deduct A	\$ 1,852,000.00	\$ 1,569,457.00	\$ 1,632,000.00	\$ 2,131,000.00
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<b>Basis of Award</b>	<b>\$ 18,364,000.00</b>	<b>\$ 19,407,145.40</b>	<b>\$ 20,687,000.40</b>	<b>\$ 23,672,999.40</b>
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## BID FORM

THE CITY OF IMPERIAL  
STATE OF CALIFORNIA

### Wastewater Treatment Plant Upgrade

To: City Of Imperial  
Public Works Department  
420 South Imperial Avenue  
Imperial, California 92251

In response to the Invitation for Bids, the undersigned Bidder hereby proposes to furnish all labor, material, equipment and services and perform and complete all work required for the **Wastewater Treatment Plant Upgrade** Project as described in the Plans and Specifications.

Performance shall include all work necessary to complete the Project in strict accordance with the Contract and for the price(s) to be specified by the Bidder below, including all applicable taxes.

Bidder certifies that it has examined and is fully familiar with all of the provisions of the Invitation for Bids and any Addenda thereto; that it is submitting this Bid in strict accordance with the Instructions to Bidders; and that it has carefully reviewed the accuracy of all statements attached to this Bid.

Bidder certifies that it has visited and examined the work site, and is satisfied with the nature and location of all work, the general and local conditions to be encountered in the performance of the work, the requirements of the Contract and all other matters which can in any way affect the work or the cost thereof. Bidder further certifies that Bidder has performed such tests deemed necessary for the preparation of this bid.

Bidder agrees that this Bid constitutes a firm offer to the City which cannot be withdrawn by Bidder for 60 calendar days from the date of actual opening of bids. If awarded the Contract, Bidder agrees to execute and deliver to the City within 10 calendar days after receipt of City's Notice of Award, the applicable Construction Contract form and the required Payment Bond, Certificates of Insurance, and any other required Contract Documents.

Refer to Section 10 in the Instructions to Bidders regarding the basis of award.

**BIDDING SCHEDULE  
WASTEWATER TREATMENT PLANT UPGRADE  
CITY OF IMPERIAL**

ITEM NO.	DESCRIPTION OF ITEMS	EST. QUANTITY/U		UNIT PRICE (FIGURES)	TOTAL COST (FIGURES)
		NIT			
1	Mobilization/Demobilization, Bonding and Insurance <sup>(1)</sup>	1	LS	N/A	\$ 900,897.60
	Item 1, in Written Form: <sup>(1)</sup> Item #1 shall not exceed 5% of total bid price. Nine Hundred thousand Eight Hundred Ninety seven and 60/100				
2	Demolition and Construction of all structures and site improvements, including all civil, yard piping, architectural, structural, and mechanical shown in the Contract Documents. The work also includes the installation of Owner Selected Equipment as described in Section 151100 of the Technical Specifications. Taxes for Owner Selected Equipment shall be included in this price. This item excludes only listed items below:	1	LS		<del>\$ 15,777,000.00</del> IA 15,883,000.00
	Item 2, in Written Form: Fifteen Million Eight Hundred Eighty Three and <del>Fifteen Million Seven Hu</del> 00/100				

3	SCADA Programming as specified in Section 151101 Owner Selected Services	1	LS	N/A	\$291,200
4*	Purchase of Membrane Bioreactor and associated equipment, spare parts and extended warranty as specified in Section 151100 - Owner Selected Equipment.	1	LS	N/A	\$ 1,486,160.00
5*	Purchase of Headworks Screening Modification materials and service and associated equipment as specified in Section 151100 -Owner Selected Equipment.	1	LS	N/A	\$59,205.40
6*	Purchase of one (1) Grit Removal System and associated equipment as specified in Section 151100 - Owner Selected Equipment	1	LS	N/A	\$228,950.00
7*	Purchase of one (1) Eductor Tube Mixing System and associated equipment as specified in Section 151100 -Owner Selected Equipment.	1	LS	N/A	\$ 73,750.00

8*	Purchase of Fine Bubble Diffuser Systems, associated equipment and spare parts as specified in Section 151100 -Owner Selected Equipment.	1	LS	N/A	\$ 115,220.00
9*	Purchase of one (1) Process Air and one (1) Scour Air Blower System, associated equipment and spare parts as specified in Section 151100-Owner Selected Equipment.	1	LS	N/A	\$ 588,160.00
10*	Purchase of one (1) Solids Dewatering System, associated equipment, and spare parts as specified in Section 151100 -Owner Selected Equipment.	1	LS	N/A	\$589,457.00

\*Taxes for Owner Selected Equipment are not included in the price listed above. The Contractor shall be responsible for any and all applicable taxes. Taxes associated with Owner Selected Equipment shall be included in Item #2 above.

TOTAL BASE BID PRICE – ITEMS 1-10      \$ 20,276,000.00

TOTAL BASE BID PRICE FOR BID SCHEDULE \_\_\_\_\_

Twenty Million Two Hundred Seventy Six Thousand and 00/100

DOLLARS

(DOLLAR AMOUNT IN WRITTEN FORM)

The undersigned agrees that these Proposal/Bid Forms constitute a firm offer to the Owner which cannot be withdrawn for the number of Calendar Days indicated in the Notice Inviting Bids from and after the bid opening date, or until a Contract for the Work is fully executed by the Owner and a third party, whichever is earlier. The undersigned also agrees that if there is a discrepancy between the written amount of the Bid Price and the numerical amount of the Bid Price, the written amount shall govern.

Acknowledgement of reading above statement:

By: \_\_\_\_\_

Signature Robert P. Saleen, Sr. Vice President

August 21, 2019

Date



**DEDUCTIVE ALTERNATE BID "A" BID SCHEDULE**

ITEM NO.	DESCRIPTION OF ITEMS	EST. QUANTITY /UNIT		UNIT PRICE (FIGURES)	TOTAL COST (FIGURES)
A	<ul style="list-style-type: none"> <li>• Removal of Dewatering Building construction from Base Bid Item 1 along with all associated civil, yard piping, mechanical, and electrical work.</li> <li>• Exclusion of Bid Item 10</li> </ul>	1	LS	N/A	\$ <u>1,852,000.00</u> -
<b>TOTAL DEDUCTIVE ALTERNATE A COST =</b>					<u>1,852,000.00</u>

Total Alternate "A" Bid, in Written Form:

One Million Eight Hundred Fifty Two Thousand and 00/100



**LIST OF PROPOSED SUBCONTRACTORS**

THE CITY OF IMPERIAL  
STATE OF CALIFORNIA

**Wastewater Treatment Plant Upgrade**

NAME OF BIDDER: W. M. Lyles Co.

If awarded the Contract, Bidder shall employ the following subcontractors who will perform work or labor, or render service to the Bidder in or about the project, in an amount in excess of 0.5% of the bid lump sum listed on the Bid Form. If no subcontract work is proposed, other than within the 0.5% limit set forth, Bidder shall so state. (Attach additional pages if necessary.)

Names and Addresses of Subcontractors	Description of Work to be Subcontracted	DIR Registration Number
--	--	-------------------------

Harber Co.	<del>Harber Co.</del> <sup>IP</sup> San Bernardino, CA, Demolition	1000005455
	Infinity, <del>SAC</del> <sup>IP</sup> Anaheim CA, Metal stud and Drywall	100000 5114
G&W	<del>GBD</del> <sup>IP</sup> Builders, Brea CA, PEMB	100000 5834
	RICCO, Oceanside CA, HVAC	100000 7005
	Natronal Coating, Murrieta CA, Painting & Coating	1000013795
	Facilities Engineering, Anaheim CA, Bridge Cranes	100000 7626
	Western Paving, Irwindale CA, Paving	100000 3855

Bidder W. M. Lyles Co. Date August 21, 2019

Firm Name

Signed by  Sr. Vice President

Name Robert P. Saleen

Title

LIST OF PROPOSED SUBCONTRACTORS

THE CITY OF IMPERIAL  
STATE OF CALIFORNIA

Wastewater Treatment Plant Upgrade

NAME OF BIDDER: W.M. Lyles Co.

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Names and Addresses of Subcontractors      Description of Work to be Subcontracted      DIR Registration Number

~~JA~~ ~~ESI Electrical, Santa Fe Springs CA, Electrical, 1000438473~~

~~JA~~ ~~Southern Contracting, San Marcos CA, Electrical, 1000002172~~

~~Baker Electric, Escondido CA, Electrical, 1000000466~~

CMC, San Diego CA, Rebar 1000062653

Southern Contracting, San Marcos CA, Electrical, 1000002172

Bidder W.M. Lyles Co.      Date 8/21/2019  
Firm Name

Signed by [Signature]      Sr. Vice President  
Name      Title

**LIST OF PROPOSED SUBCONTRACTORS**

THE CITY OF IMPERIAL  
STATE OF CALIFORNIA

**Wastewater Treatment Plant Upgrade**

NAME OF BIDDER: W.M. Lyles Co.

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<u>Names and Addresses of Subcontractors</u>	<u>Description of Work to be Subcontracted</u>	<u>DIR Registration Number</u>
--	--	--------------------------------

_____	_____	_____
_____	_____	_____
_____	_____	_____
_____	_____	_____
_____	_____	_____
_____	_____	_____
_____	_____	_____

Bidder W.M. Lyles Co. Date 8/21/2019  
Firm Name

Signed by [Signature] Sr. Vice President  
Name Title

## CERTIFIED DATA SHEET

(Supplemental Instructions: The Bidder shall indicate, opposite each item of equipment or material listed below, the name of the manufacturer or supplier of the equipment or material proposed to be furnished under the bid. Awarding of a contract under this bid will not imply approval by the City of Imperial of the manufacturers and/or suppliers listed by the bidder. No substitution will be permitted after award of contract unless equipment or material of the listed manufacturer or supplier cannot meet the specifications.)

<u>Item</u>	<u>Manufacturer and Supplier</u>
1. Pre-Engineered Metal Buildings	<u>American Bldg. / G*W Builders</u>
2. WAS Pumps (Include Model)	<u>Vogelsang Model Vx136-2100 / Rockwell</u> <sup>FA</sup>
3. Submersible MBR Feed Pumps	<u>KSB / Cortech Engineering</u>
4. Non-Potable Water Pumps Skid	<u>Grundfos Model CR32-3-2 / Cortech Engineering</u>

**ATTACHMENTS**

Attached are the following forms which have been completed by Bidder and made a part of this bid:

- 1. List of Proposed Subcontractors;
- 2. Noncollusion Affidavit;
- 3. Contractor's Certificate Regarding Workers' Compensation

**ADDENDA**

Bidder also acknowledges receipt of the following Addenda, which Addenda have been considered by Bidder in submitting this Bid (if none, state "None"):

Addenda Nos. 1, 2, 3, 4

**CONTRACTOR'S LICENSE**

Bidder certifies that Bidder is currently licensed under the California State Contractor's License Law as follows:

Contract License Number	Name of Licensee	Type of License	Issue and Expiration date
422390	W. M. Lyles Co.	Class A, B	Issued 5/19/1982 Expiration 5/31/2020

**COMPLETION TIME**

The Project, including its respective components, must be substantially completed within **Five Hundred and Forty (540) Calendar** days after the notice to proceed. Substantial completion is defined in the Special Requirements. Bidder certifies that it can complete the Project within this time period.

Submitted by,

**BIDDER'S NAME:**

W. M. Lyles Co.

By: 

Title: Robert P. Saleen, Sr. Vice President

**BIDDER'S BUSINESS ADDRESS:**

1210 W. Olive Avenue

Fresno, CA 93728

**BIDDER'S TELEPHONE AND FAX NUMBERS:**

(559) 441-1900

(559) 487-7949 (fax)

**IF BIDDER IS A CORPORATION:**

State and date of incorporation

California, 5/6/1982

**IF A PARTNERSHIP OR JOINT VENTURE:**

Full names of all partners or joint venturers (attach additional pages if necessary)

N/A

**DIRECTIONS FOR SUBMITTING BIDS:**

1. The envelope containing the original of this Bid Form with all attachments must be sealed, marked, and addressed as follows:

a. Marked in the lower left-hand corner of the envelope:

The City of Imperial, **Wastewater Treatment Plant Upgrade – BID  
NO. 2019-04**

b. Addressed to:

**Debra Jackson, City Clerk  
City of Imperial  
420 South Imperial Avenue  
Imperial, CA 92251**

**BID BOND**

THE CITY OF IMPERIAL  
STATE OF CALIFORNIA

**Wastewater Treatment Plant Upgrade**

(Not required if Certified Check of Cashier's Check accompanies Bid)

KNOW ALL PERSONS BY THESE PRESENTS: That we W.M. Lyles Co.  
as Principal, and Liberty Mutual Insurance Company  
as Surety, are held and firmly bound unto the City of Imperial, in the sum of  
\$ Ten percent [10% OF THE TOTAL AMOUNT OF THE BID] for the payment of  
which sum we hereby bind ourselves, our successors, heirs, executors, and  
administrators, jointly and severally, firmly as set out more fully herein.

The condition of the foregoing obligation is such that, whereas the above  
principal is about to submit to the City of Imperial a bid for the performance of the work  
for the above project in compliance with the plans and specifications therefore and  
pursuant to a published notice inviting bids.

Now, if the bid of the principal is accepted and the work awarded to the principal  
by the City of Imperial, and if the principal shall fail or neglect to enter into a contract,  
therefore, in accordance with the provision of said bid and the accompanying  
Instructions to Bidders and to furnish adequate faithful performance and labor and  
material surety bonds and certificates of insurance to the satisfaction of the City of  
Imperial; then the total sum guaranteed by this bond is forfeited to the City of Imperial  
as liquidated damages.

In the event suit is brought by the City of Imperial and judgment is entered in its  
favor, the surety shall pay all costs incurred by the City in such suit, including  
reasonable attorneys' fees to be fixed by the Court, in addition to the above sum.  
WITNESS our hands and seals this 15 day of August, 20 19

W.M. Lyles Co.

(Seal)

By 

Name/Title Robert P. Saleen, Sr. Vice President

Liberty Mutual Insurance Company

(Seal)

By 

Name/Title Bonnie Gonzalez Attorney In Fact



## ACKNOWLEDGMENT

A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

State of California  
County of Riverside)

On August 20, 2019 before me, W. L. Saleen, Notary Public  
(insert name and title of the officer)

personally appeared Robert P. Saleen,  
who proved to me on the basis of satisfactory evidence to be the person~~(s)~~ whose name~~(s)~~ is/~~are~~  
subscribed to the within instrument and acknowledged to me that he/~~she/they~~ executed the same in  
his/~~her/their~~ authorized capacity~~(ies)~~, and that by his/~~her/their~~ signature~~(s)~~ on the instrument the  
person~~(s)~~, or the entity upon behalf of which the person~~(s)~~ acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

Signature W L Saleen (Seal)



NOTE: Signatures of those executing for the surety must be properly acknowledged.

Bond No. Bid Bond

**CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT**

**Civil Code § 1189**

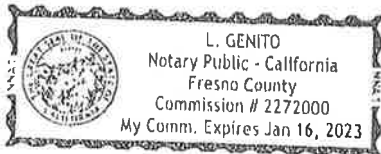
A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

State of California                    )  
  ) ss  
County of Fresno                    )


On August 15, 2019, before me, L. Genito, Notary Public, personally appeared Bonnie Gonzalez, who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/~~are~~ subscribed to the within instrument and acknowledged to me that ~~he~~/she/~~they~~ executed the same in ~~his~~/her/~~their~~ authorized capacity(ies), and that by ~~his~~/her/~~their~~ signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.



(Seal)

Signature:   
L. Genito, Notary Public



This Power of Attorney limits the acts of those named herein, and they have no authority to bind the Company except in the manner and to the extent herein stated.

Liberty Mutual Insurance Company
The Ohio Casualty Insurance Company
West American Insurance Company

Certificate No: 8198004-984971

POWER OF ATTORNEY

KNOWN ALL PERSONS BY THESE PRESENTS: That The Ohio Casualty Insurance Company is a corporation duly organized under the laws of the State of New Hampshire, that Liberty Mutual Insurance Company is a corporation duly organized under the laws of the State of Massachusetts, and West American Insurance Company is a corporation duly organized under the laws of the State of Indiana (herein collectively called the "Companies"), pursuant to and by authority herein set forth, does hereby name, constitute and appoint, Cody Lyman, Ralph B. Busch III, John C. Day, Steven P. Edwards, Lyn Genito, Bonnie Gonzalez

all of the city of Fresno state of California each individually if there be more than one named, its true and lawful attorney-in-fact to make, execute, seal, acknowledge and deliver, for and on its behalf as surety and as its act and deed, any and all undertakings, bonds, recognizances and other surety obligations, in pursuance of these presents and shall be as binding upon the Companies as if they have been duly signed by the president and attested by the secretary of the Companies in their own proper persons.

IN WITNESS WHEREOF, this Power of Attorney has been subscribed by an authorized officer or official of the Companies and the corporate seals of the Companies have been affixed hereto this 20th day of November, 2018.



Liberty Mutual Insurance Company
The Ohio Casualty Insurance Company
West American Insurance Company
By: David M. Carey, Assistant Secretary

Not valid for mortgage, note, loan, letter of credit, currency rate, interest rate or residual value guarantees.

To confirm the validity of this Power of Attorney call 1-610-832-8240 between 9:00 am and 4:30 pm EST on any business day.

State of PENNSYLVANIA ss
County of MONTGOMERY

On this 20th day of November, 2018 before me personally appeared David M. Carey, who acknowledged himself to be the Assistant Secretary of Liberty Mutual Insurance Company, The Ohio Casualty Company, and West American Insurance Company, and that he, as such, being authorized so to do, execute the foregoing instrument for the purposes therein contained by signing on behalf of the corporations by himself as a duly authorized officer.

IN WITNESS WHEREOF, I have hereunto subscribed my name and affixed my notarial seal at King of Prussia, Pennsylvania, on the day and year first above written.



COMMONWEALTH OF PENNSYLVANIA
Notarial Seal
Teresa Pastella, Notary Public
Upper Merion Twp., Montgomery County
My Commission Expires March 28, 2021
Member, Pennsylvania Association of Notaries

By: Teresa Pastella, Notary Public

This Power of Attorney is made and executed pursuant to and by authority of the following By-laws and Authorizations of The Ohio Casualty Insurance Company, Liberty Mutual Insurance Company, and West American Insurance Company which resolutions are now in full force and effect reading as follows:

ARTICLE IV - OFFICERS: Section 12. Power of Attorney.

Any officer or other official of the Corporation authorized for that purpose in writing by the Chairman or the President, and subject to such limitation as the Chairman or the President may prescribe, shall appoint such attorneys-in-fact, as may be necessary to act in behalf of the Corporation to make, execute, seal, acknowledge and deliver as surety any and all undertakings, bonds, recognizances and other surety obligations. Such attorneys-in-fact, subject to the limitations set forth in their respective powers of attorney, shall have full power to bind the Corporation by their signature and execution of any such instruments and to attach thereto the seal of the Corporation. When so executed, such instruments shall be as binding as if signed by the President and attested to by the Secretary. Any power or authority granted to any representative or attorney-in-fact under the provisions of this article may be revoked at any time by the Board, the Chairman, the President or by the officer or officers granting such power or authority.

ARTICLE XIII - Execution of Contracts: Section 5. Surety Bonds and Undertakings.

Any officer of the Company authorized for that purpose in writing by the chairman or the president, and subject to such limitations as the chairman or the president may prescribe, shall appoint such attorneys-in-fact, as may be necessary to act in behalf of the Company to make, execute, seal, acknowledge and deliver as surety any and all undertakings, bonds, recognizances and other surety obligations. Such attorneys-in-fact subject to the limitations set forth in their respective powers of attorney, shall have full power to bind the Company by their signature and execution of any such instruments and to attach thereto the seal of the Company. When so executed such instruments shall be as binding as if signed by the president and attested by the secretary.

Certificate of Designation - The President of the Company, acting pursuant to the Bylaws of the Company, authorizes David M. Carey, Assistant Secretary to appoint such attorneys-in-fact as may be necessary to act on behalf of the Company to make, execute, seal, acknowledge and deliver as surety any and all undertakings, bonds, recognizances and other surety obligations.

Authorization - By unanimous consent of the Company's Board of Directors, the Company consents that facsimile or mechanically reproduced signature of any assistant secretary of the Company, wherever appearing upon a certified copy of any power of attorney issued by the Company in connection with surety bonds, shall be valid and binding upon the Company with the same force and effect as though manually affixed.

I, Renee C. Llewellyn, the undersigned, Assistant Secretary, The Ohio Casualty Insurance Company, Liberty Mutual Insurance Company, and West American Insurance Company do hereby certify that the original power of attorney of which the foregoing is a full, true and correct copy of the Power of Attorney executed by said Companies, is in full force and effect and has not been revoked.

IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed the seals of said Companies this 15 day of August, 2019



By: Renee C. Llewellyn, Assistant Secretary

**NONCOLLUSION AFFIDAVIT**

THE CITY OF IMPERIAL  
STATE OF CALIFORNIA

**Wastewater Treatment Plant Upgrade**

(To Be Executed by Bidder and Submitted With Bid)

State of California ) ss.  
County of Riverside )

Robert P. Saleen, being first duly sworn, deposes and says that he or she is Sr. Vice President of W. M. Lyles Co., the party making the foregoing bid, that the bid is not made in the interest of, or on behalf of, any undisclosed person, partnership, company, association, organization, or corporation; that the bid is genuine and not collusive or a sham; that the bidder has not directly or indirectly induced or solicited any other bidder to put in a false or sham bid, and has not directly or indirectly colluded, conspired, connived, or agreed with any bidder or anyone else to put in a sham bid, or that anyone shall refrain from bidding; that the bidder has not in any manner, directly or indirectly, sought by agreement, communication, or conference with anyone to fix the bid price of the bidder of any other bidder, or to fix any overhead, profit, or cost element of the bid price, or of that of any other bidder, or to secure any advantage against the public body awarding the contract of anyone interested in the proposed contract; that all statements contained in the bid are true; and, further, that the bidder has not, directly or indirectly, submitted his or her bid price or any breakdown thereof, or the contents thereof, or divulged information or data relative thereto, or paid, and will not pay, any fee to any corporation, partnership, company association, organization, bid depository, or to any member or agent thereof to effectuate a collusive or sham bid.

I declare under penalty of perjury under the laws of the State of California that the foregoing is true and correct.

Executed this 21 day of August, 2019 at Temecula, CA.

Signature of:

Bidder, if the Bidder is an Individual,  
Partner, if the Bidder is a Partnership,  
Officer, if the Bidder is a Corporation

Name 

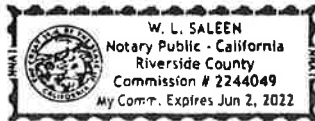
Title Robert P. Saleen, Sr. Vice President

A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

State of California  
County of Riverside

Subscribed and sworn to (or affirmed) before me on this 20th  
day of August, 2019, by Robert P. Saleen

proved to me on the basis of satisfactory evidence to be the  
person(s) who appeared before me.



(Seal)

Signature W. L. Saleen

**CERTIFICATE OF CONTRACTOR REGARDING  
WORKERS' COMPENSATION**

The successful Bidder shall execute the following certificate:

I am aware of the provisions of Section 3700 of the Labor Code which require every employer to be insured against liability for workers' compensation or to undertake self-insurance in accordance with the provisions of that code, and I will comply with such provisions before commencing the performance of the work of this Contract.

Dated: August 21, 2019

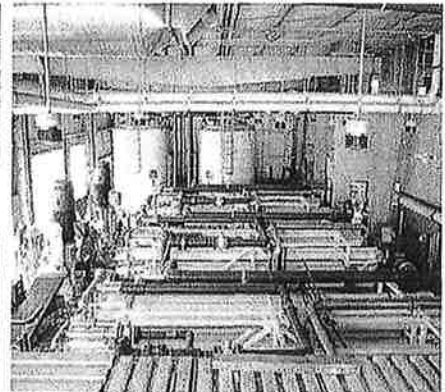
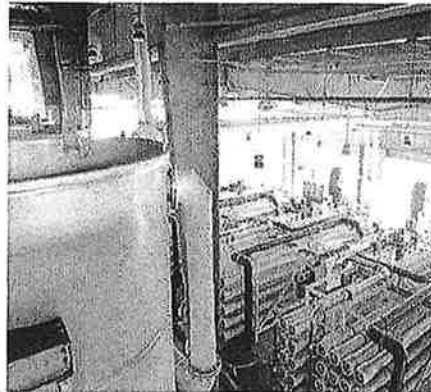
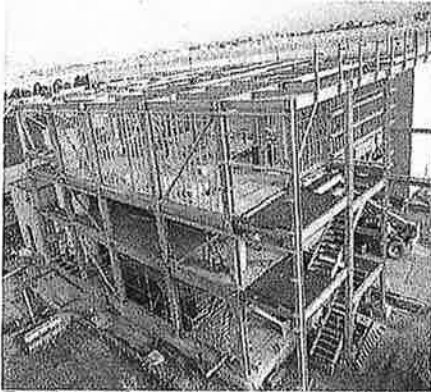
Contractor

W. M. Lyles Co.

By 

Robert P. Saleen, Sr. Vice President

*Progress Through Performance*



Contract Award Amount: \$46,606,850

Original Completion Date: July 2015

Contract Final Amount: \$49,434,235

Contract Final Completion Date: June 2017



## Chino II Desalter Concentration Reduction Facility Jurupa Valley, California

Upgrade of existing 13 MDG water filtration plant to 25 MGD. In addition, reject flows of 1.2 MGD for the existing plant will be reduced to 0.6 MDG with the new facilities. Sequential improvements were completed and coordinated with plant staff to ensure that existing facilities remained fully functional during construction. Improvements include cartridge filters, reverse osmosis feed pumps and CSM high rejection RO element membranes, decarbonators, ion exchange vessels, softened water storage tanks, salt storage tank, pellet seed storage and feed systems, centrifuges and solids material conveyors, bag filters, sludge pumps, submersible pumps, multi-stage centrifugal blower system, energy recovery turbines, vertical turbine pumps, transfer pumps, storage building, monorail crane systems, compressed air system, clean-in-place systems, hydrochloric acid station, chemical feed pumps and blending systems, gravity thickeners, gravity filters, clarifiers, pre-engineered metal building, three story structural steel dewatering facility, site piping, safety and security systems, electrical instrumentation and controls with SCADA integration.

**Owner:** Chino Basin Desalter Authority (CDA)  
2151 South Haven Avenue, Suite 202  
Ontario, CA 91761

**Owner Contact:** Curtis Paxton (909) 218-3230

**Design Engineer:**  
Carollo Engineers  
12592 West Explorer Drive, Suite 200  
Boise, ID 83713

**W. M. Lyles Co. PM:** Dave O'Dear

Liquidated Damages Assessed: None  
Project Claims: None

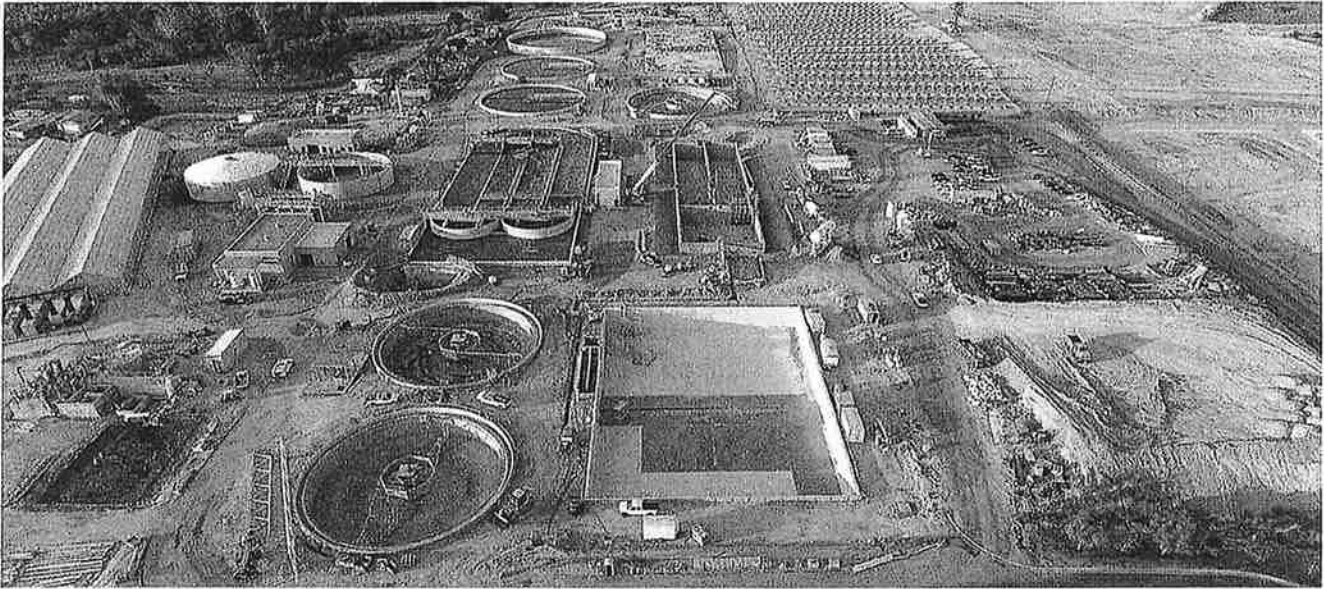
**Engineer Contact:**  
Brandon Yallaly (208) 376-2288

Member of  
**Lyles**  
CONSTRUCTION  
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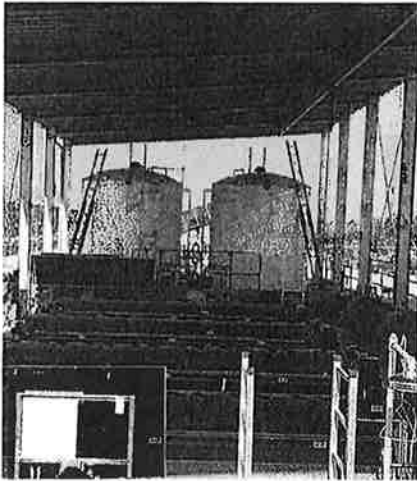


*Progress Through Performance*



Contract Award Amount: \$54,990,000  
Final Contract Amount: \$57,822,148

Original Completion Date: March 2017  
Final Completion Date: January 2018



## **Western Riverside County Regional WW Authority 14 MGD Plant Expansion** *Eastvale, California*

Construction of a 6.0 MGD expansion to an existing conventional WWTP that increases the treatment capacity up to 14.0 MGD. Construction activities include headwork's expansion with new bar screens, washer compacter, and grit classifier, two primary clarifiers, equalization basin, bioreactor, bio filter, secondary clarifier, cloth disc tertiary filters, chlorine contact basin, recycle water pump station, masonry digester building, solar drying beds and odor control system, five electrical buildings and associated site electrical, instrumentation, piping, paving, and fencing. Upgrades to the existing plant include new centrifuges, fixed steel digester covers, odor control facilities, masonry thickener building and chemical building upgrades.

### **Engineer:**

Albert A. Webb Associates  
3788 McCray Street  
Riverside, CA 92506  
Tony Pollak—951-571-7100

Aqua Engineering  
533 W. 2600 S., Ste. 275  
Bountiful, UT 84010  
Justin Logan - 801-299-1327

### **Owner:**

Western Riverside County Regional WW Authority  
14205 Meridian Parkway  
Riverside, CA 92518

### **Owner Contact:**

Tony Pollak  
951-571-7100

### **W.M. Lyles Co. PM**

Matt Cain / Juan Ahumada

### **Construction Manager:**

Krieger & Stewart, Incorporated  
3602 University Avenue  
Riverside, CA 92501  
Josh P. MacPeek—951-684-6900

Liquidated Damages Assessed: None  
Project Claims: None

Member of  
**Lyles**  
CONSTRUCTION GROUP



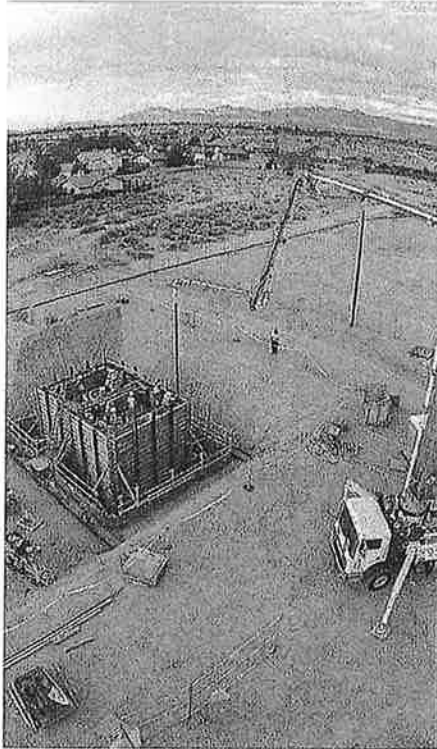
*Progress Through Performance*



Contract Award Amount: \$65,890,000  
Contract Final Amount: \$67,813,355

Original Completion Date: June 2017  
Final Completion Date: April 2018

## **Victor Valley Subregional Water Reclamation Plants** *Hesperia and Apple Valley, California*



The VVWRA Subregional Plants Project includes two individual 1 MGD scalping water reclamation plants (WRP), one located in the City of Hesperia and the other in the Town of Apple Valley. They treat a portion of the local wastewater, while all solids and the balance of the wastewater continues to the main treatment plant in Victorville. This scalping design provides needed reclaimed water to local agencies as well as reduce the impact of the wastewater flows on the existing pipeline system. The two facilities include odor control filters, storm water pump stations, reclaimed water pump stations, influent fine screens, two aeration basins, inline UV disinfection, Anaergia MBR including permeate and backwash pumping, RAS and WAS pumping station, percolation ponds, distribution piping, paving, and elaborate site fencing. In addition to the WRP sites there is also a Hesperia Lift Station site with a 40' foot deep pump station, odor control filter, masonry electrical building and associated site piping, paving, and fencing. In all, there are 4 project site locations and 5 miles of pipeline traveling through the streets of Hesperia and the Town of Apple Valley.

**Owner:** Victor Valley Wastewater Reclamation Authority  
20111 Shay Road, Victorville, CA 92394

**Owner Contact:** Alton Anderson (760) 246-8638

**W.M. Lyles Co. PM** Grant Gourley and Bryan Case

Liquidated Damages Assessed: None  
Project Claims: None

**Design Engineer:**  
Carollo Engineers, Inc.  
4600 E. Washington St.  
Phoenix, AZ 85034

**Engineer Contact:**  
Andrew Gilmore  
(602) 501-9960

Member of  
**Lyles**  
CONSTRUCTION  
GROUP



CITY OF IMPERIAL  
IMPERIAL, CALIFORNIA

ADDENDUM NO. 1

TO THE PLANS AND SPECIFICATIONS FOR  
WASTEWATER TREATMENT PLANT UPGRADE  
BID NO. 2019-04

Bidders are advised that the plans and specifications for the above referenced contract are hereby amended in the following manner and the following manner only:

A. GENERAL

1. All provisions of this Addendum No. 1 are hereby incorporated into the Contract Documents and bidders shall account for all provisions pursuant to this Addendum No. 1 in submitting their bid proposals. **Each Bidder shall include a dated and signed copy of this Addendum No. 1 with his sealed bid proposal.**
2. The date for **Mandatory pre-bid site tour** has been changed to **July 17, 2019 at 1:30 p.m.**



Date Received by Bidder:

June 25, 2019

By: Shane Bloomfield 6/25/19  
Shane Bloomfield date  
P. E. CA77435

By: W. M. Lyles Co.  
(Bidder's Company Name)

Robert P. Saleen  
(Bidder's Signature)

Robert P. Saleen, Sr. Vice President

(Type or Print Name)

**Bidder shall include a signed copy of this Addendum No. 1 with the bid proposal.**

**CITY OF IMPERIAL  
IMPERIAL, CALIFORNIA**

**ADDENDUM NO. 2**

**TO THE PLANS AND SPECIFICATIONS FOR  
WASTEWATER TREATMENT PLANT UPGRADE  
BID NO. 2019-04**

July 2, 2019

Bidders are advised that the plans and specifications for the above referenced contract are hereby amended in the following manner and the following manner only:

**Clarifications:**

1. **Volume 1, Notice to Bidders:** The date and time of the mandatory pre-bid meeting shall be July 17<sup>th</sup> at 9:00 a.m., starting at City Hall with a field walk to follow.
2. Note that all elevations listed on the drawings are 1000 feet lower than listed. This is to avoid confusion with elevations below MSL.
3. **Volume 2, Section 151100, Part 1.3.A:** The email contact for Jason Kizer should be changed to [jason.kizer@suez.com](mailto:jason.kizer@suez.com).
4. **Volume 2, Section 151100, Part 1.3.F:** The contacts listed for the Process and MBR Scour Air Blowers by Sulzer are incorrect. The correct contacts are as follows:
  1. Contact: Rick Barile  
Phone: (360) 787-3287  
Email: [rick.barile@sulzer.com](mailto:rick.barile@sulzer.com)
  2. Contact: Steven Seymour  
Phone: (949) 291-0555  
Email: [steven@saddlebackenviro.com](mailto:steven@saddlebackenviro.com)
5. **Volume 3, HD-1:** Contractor shall coordinate with Huber for work to be performed by the contractor to accommodate work to be performed by Huber. At a minimum, this shall include the removal of the units from the tanks and pressure washing of the units prior to the start of Huber's work.

**Changes:**

1. **Volume 3, G-3:** The following shall be added to the abbreviations list: "WP Wall Penetration".

2. **Volume 3, C-2 and C-3:** The generator pad is to be 3.5 feet wider than shown. Points 108 and 123 on the Point Table on C-3 shall have the "Easting" value changed to 517.50.
3. **Volume 3, ABS-10:** All interior walls of the anoxic and aeration basins shall have waterstop installed, as shown on Detail 322 on SD-2.
4. **Volume 3, MBM-6:** The expansion tank (ME-6221) shall be moved as shown on the attached drawing. Changes have been made to the location, material, and routing of the 16" piping from the permeate pumps to the permeate tank. In addition, the non-potable strainer assembly has been removed from the project with the exception of one 2-inch SS ball valve which shall remain for isolation of the 2-inch line. Pipe schedule on drawing MBM-18 and scheduled drawings will be updated accordingly in the conformed set. See the attached drawing.
5. **Volume 3, MBM-19:** The non-potable water line shall be looped around the building and shall be 2" GSP for the full length of the loop. Note also the orientation of the future UV disinfection modules has been adjusted. Other drawings showing these changes will be updated accordingly in the conformed set. See the attached drawing.
6. **Volume 3, SCH-12:** The motor size of Pump P-2311 is 10 HP rather than the 5 HP listed.

**ATTACHED SPECIFICATIONS:**

None.

**ATTACHED DRAWINGS**

MBM-6, MBM-19.



Date Received by Bidder:

July 2, 2019

By: *Justin Logan* 7/2/19  
 Justin Logan date  
 P. E. C 73749

By: W. M. Lyles Co.  
 (Bidder's Company Name)

*R.P.L.*  
 (Bidder's Signature)

Robert P. Saleen, Sr. Vice President

(Type or Print Name)

**Bidder shall include a signed copy of this Addendum No. 1 with the bid proposal.**

**CITY OF IMPERIAL**  
**IMPERIAL, CALIFORNIA**

**ADDENDUM NO. 3**

**TO THE PLANS AND SPECIFICATIONS FOR  
WASTEWATER TREATMENT PLANT UPGRADE  
BID NO. 2019-04**

July 23, 2019

Bidders are advised that the plans and specifications for the above referenced contract are hereby amended in the following manner and the following manner only:

**Clarifications:**

1. Due to confusion in the Notice Inviting Bids, Bid Documents and Addenda regarding the date and time of the mandatory pre-bid meeting the City will be accepting as approved bidders any qualified general contractor from the attached "Pre-Bid Attendee List". Each of these contractors arrived at City Hall at one of the dates/times listed in the Notice Inviting Bids, Bid Documents, or Addenda and therefore are considered to have attended the mandatory pre-bid meeting. In order to ensure and equal opportunity among potential bidders, the City will be offering a second opportunity to visit the Plant on July 31<sup>st</sup>, between 9am and 12pm. This site visit is non-mandatory and no questions will be answered during this time. The pre-bid meeting agenda (attached) includes the information covered during the meeting on July 17<sup>th</sup>. No questions were asked or answered during the meeting and/or site visit on July 17<sup>th</sup>.
2. **Volume 2, Section 032900, Part 2.1.B:** Durajoint is approved as an acceptable manufacturer, provided the products meet the requirements of this and other application specification sections.
3. **Volume 2, Section 105113:** Scranton Products is an acceptable manufacturer, provided the product meets the general intent of the specification, including dimensions, hinges, handles, latching and accessories.
4. **Volume 3, SCH-11:** Valve FV-7121 is incorrectly labeled and should be changed to FV-7101 to match the mechanical and P&ID drawings.
5. **Volume 4, DE-01:** Note 7 described removing and relocating a site light pole and fixture. This light pole does not need to be relocated and the note is to be omitted from this sheet.

**Changes:**

1. **Volume 1, Notice and Invitation to Bidders:**  
Because of the confusion and additional opportunity to visit the plant, the bid opening date is changed to August 21<sup>st</sup> at 2pm (PST). The last day for questions will be August 9th.

2. **Volume 2, Section 011000, Part 1.8.B.1:** This section shall be modified as follows:

Construction Notes and Work Constraints: Coordinate work with plant staff. Flows to and from the basin will need to be isolated during demolition and removal. Additionally, the Owner ~~will remove the liquid from the basin to within 2' of the~~ has removed the majority of the liquid and of the solids from the bottom of the basin. The contractor will be responsible to remove any remaining debris ~~and also remove all sludge from the basin.~~ ~~liquid and solids~~ remaining debris will be removed to the existing drying beds by the Contractor. This work will have to be coordinated with the Owner.

3. **Volume 3, D-2:** Note 1 shall be modified to read as follows:

“Owner has removed the ~~will remove majority of liquid and solids (leaving no more than 2' of liquid from the bottom of the basin)~~ ~~prior to the start of construction.~~ The contractor shall be responsible to remove ~~the remaining liquid and solids~~ any remaining debris prior to beginning the demolition work. The ~~liquid and solids~~ remaining debris can be placed in the existing sludge drying beds as coordinated with the Owner.”

4. **Volume 3, D-1, C-1, C-2, C-3, C-4 and C-5:** The existing dog pound is to remain in place. The contractor shall provide temporary fencing as required during construction. Furthermore, the generator and main plant electrical feed is to be relocated to avoid interference with the dog pound. This will also impact the paving and some yard piping. These drawings have been modified and reissued as part of this addendum. Note that the Owner will remove the fencing in the area of the generator and transformer.
5. **Volume 3, IPS-1, Detail 1:** The sealant used between FRP panels and CMU shall be changed from Fluorodyn caulk to Sikaflex 1a.
6. **Volume 3, MBS-8:** Stair Plan #1 shall be modified as shown in the attached revised drawing.
7. **Volume 4, Sheet SE-01:** This sheet has been updated to show modified locations for the utility transformer, standby generator and utility power feed.
8. **Volume 4, Sheets CE-01, CE-03 and CE-05:** These sheets have been updated to show conduit schedule and development to accommodate the generator relocation and two communication conduits between CTC-DB and the screw presses that weren't shown correctly.
9. **Sheet CE-10:** This sheet has been updated to correct a few duct bank cross sections errors and to accommodate the generator relocation.

**Additions:**

None

**ATTACHED SPECIFICATIONS:**

None

**ATTACHED DRAWINGS**

D-1, C-1, C-2, C-3, C-4, C-5, MBS-8, SE-01, CE-01, CE-03, CE-05, CE-10

**OTHER ATTACHEMENTS:**

- Pre-Bid Meeting Agenda
- Pre-Bid Meeting Sign-Up Sheet
- Pre-Bid Attendee List



By:

Justin Logan 7/23/19  
Justin Logan date  
P. E. C 73749

Date Received by Bidder:

July 23, 2019

By: W. M. Lyles Co.  
(Bidder's Company Name)

Robert P. Saleen  
(Bidder's Signature)

Robert P. Saleen, Sr. Vice President  
(Type or Print Name)

**Bidder shall include a signed copy of this Addendum No. 3 with the bid proposal.**



**CITY OF IMPERIAL  
IMPERIAL, CALIFORNIA**

**ADDENDUM NO. 4**

**TO THE PLANS AND SPECIFICATIONS FOR  
WASTEWATER TREATMENT PLANT UPGRADE  
BID NO. 2019-04**

August 14, 2019

Bidders are advised that the plans and specifications for the above referenced contract are hereby amended in the following manner and the following manner only:

**Clarifications:**

1. There are no Buy America or AIS requirements for this project.
2. **Volume 1, Bid Form, Bidding Schedule:** Bid Item No. 2 description shall be modified as follows:
  - Demolition and Construction of all structures and site improvements, including all civil, yard piping, architectural, structural, electrical and mechanical shown in the Contract Documents. The work also includes the installation of Owner Selected Equipment as described in Section 151100 of the Technical Specifications. Taxes for Owner Selected Equipment shall be included in this price. This item excludes only listed items below:
3. **Volume 1, Bid Bond:** This document has been reissued to provide clarity as to where the Bidder and Surety are to sign.
4. **Volume 1, General Conditions, Part 5.1.6:** Builder's risk insurance does not include Acts of God.
5. **Volume 1, General Conditions, Part 25:** If hazardous materials are found on site and they were existing prior to the beginning of construction, the City will be the generator of such hazardous materials.
6. **Volume 2, Section 011000, Part 1.8.A:** While the contractor is not required to follow the sequence of construction as outlined, the predecessors and work constraints associated with each particular task must be completed as described.
7. **Volume 2, Section 033000, Part 2.11.A.1:** This paragraph shall be modified as follows:

When air temperature is between 85 and 90 deg F, reduce mixing and delivery time from 60 minutes to ~~45 minutes~~.

8. **Volume 2, Section 055000, Part 1.2.B:** Note that the platforms in the MBR Building and the platforms in the Aeration Basins are to be considered "Walkways and Elevated Platform Used as Exits", with a uniform load of 100 psf. The platforms in the Dewatering Building and the Headworks Area are to be

considered "Walkways and Elevated Platform Other Than Exits", with a uniform load of 60 psf.

9. **Volume 2, Section 312000, Part 2.1.E:** Per the Geotechnical report, Part 4.1, the native soils are acceptable for use as structural fill, provided it is free from concentrations of organic matter or other deleterious material.
10. **Volume 3, Drawing C-1:** There is no minimum construction distance from existing Aeration Basin #2, provided the requirements of Section 312000 and the geotechnical report are met and provided the basin is adequately protected.
11. **Volume 3, Drawing C-5:** Pipe materials for Waste Activated Sludge and MBR Basin Drain Systems shall be C-900 DR-41 as shown on the pipe schedule.
12. **Volume 3, Drawings MBM-4, MBM-11:** The contractor is responsible to provide pipe supports, flange kits, bolts and all other hardware required to assemble the MBR manufacturer supplied piping for a complete and fully functional system.
13. **Volume 3, Drawing DBS-3:** Field welding connections for the mezzanine frame are acceptable, provided the requirements of the specifications and Drawing G-6 are met.
14. **Volume 3, Drawing SCH-3:** The entirety of the concrete headworks channel walls (including the existing channel and splitter boxes, as well as the new grit structure) shall be coated with Coating System 307.
15. **Volume 4, Drawing I-17:** The following items will be supplied by the Owners System Integrator:
  - a. Voice Modem
  - b. SMS Modem
  - c. Firewall
  - d. Historian
  - e. Server-MB1
  - f. Server-MB2
16. **Volume 4, Sheet DE-01:** For bidding purposes assume the existing electrical line that runs along the fence line on the south side of Aeration Basin #2 is a concrete encased ductbank.
17. **Volume 4, Sheet SE-01:** Where the Dewatering Building is not to be constructed as part of Deductive Alternate Bid A, ductbank DB-104 shall be terminated 20 feet from the Dewatering Building.
18. **Volume 4, Sheet E-03 and E-05:** Bidders shall use the following information in sizing the active harmonic filter:
  - a. Existing MCC-C is to be assumed to draw a maximum of 101.5 amps as shown in the below table. No VFD loads are to be utilized through MCC-C.

CIRCUIT/DESCRIPTION	KVA	HP	FLA
MOTOR LOADS			
SUMP PUMP 1		7.5	11.0
SUMP PUMP 2		7.5	11.0
WAS PUMP 1 (ABANDON)		1.5	*
WAS PUMP 2 (ABANDON)		1.5	*

RAS PUMP 1 (ABANDON)		5.0	*
RAS PUMP 2 (ABANDON)		5.0	*
RAS PUMP 3 (ABANDON)		5.0	*
NON-POTABLE WATER PUMP 1 (RELOCATED)		10.0	*
NON-POTABLE WATER PUMP 2 (RELOCATED)		10.0	*
CLARIFIER 1 (ABANDON)		0.5	*
CLARIFIER 2 (ABANDON)		3.0	*
CHLORINE SCRUBBER			0.0
SCUM PUMP (ABANDON)		5.0	7.6
SLUDGE HEAT PUMP (ABANDON)		5.0	*
PRV-201 WATER PUMP		0.8	1.6
NON-MOTOR LOADS			
LIGHTING PANEL LP5	30.0		36.1
MAU-201	5.0		6.0
UV PDC 1	11.7		14.1
UV PDC 2	11.7		14.1
SUBTOTAL			101.5
+ 25% OF LARGEST MOTOR			2.8
TOTAL AMPS @ 480V/3PHASE			104.3
SERVICE SIZE (AMPS)			600.0

- b. Existing MCC-D is to be assumed to draw a maximum of 202.7 amps as shown in the below table. No VFD loads are to be utilized through MCC-D.

CIRCUIT/DESCRIPTION	KVA	HP	FLA
MOTOR LOADS			
BLOWER 1		40.0	52.0
BLOWER 2		40.0	52.0
BLOWER 3		40.0	52.0
BLOWER 4			*
SLUDGE PUMP		2.0	3.4
EXHAUST FAN		1.5	3.0
FLOCC RAKE CP1		1.0	2.1
FLOCC RAKE CP2		1.0	2.1
NON-MOTOR LOADS			
AREA LIGHTING	5.0		6.0
LIGHTING PANEL	25.0		30.1
SUBTOTAL			202.7
+ 25% OF LARGEST MOTOR			13.0
TOTAL AMPS @ 480V/3PHASE			215.7
SERVICE SIZE (AMPS)			600.0

- c. Existing DP-HW is to be assumed to draw a maximum of 48.1 amps as shown in the below table. There are two 2 HP motors with VFDs connected to DP-HW.

CIRCUIT/DESCRIPTION	KVA	HP	FLA
DP-HW MOTOR LOADS			
SCREENINGS CONVEYOR FVNR-082		1.5	3.0
DP-HW NON-MOTOR LOADS			
LIGHTING TRANSFORMER	15.0		18.1
ROTAMAT FINE SCREEN 1 PANEL CP-021			3.4
ROTAMAT FINE SCREEN 2 PANEL CP-051			3.4
MICRO SCREEN PANEL CPP-071			20.2
SUBTOTAL			48.1
+ 25% OF LARGEST MOTOR			0.8
TOTAL AMPS @ 480V/3PHASE			48.8
SERVICE SIZE (AMPS)			100.0

- d. Existing PP1 powers the Operations Building which consists of lighting and HVAC loads. The bidder shall assume 50 amps of load with no VFD loads.

19. **Appendix A, Membrane Bio-Reactor:** The adder for the adder, "Optional – membrane air scour blowers", is not to be included in the Suez scope.

**Changes:**

1. **Volume 1, Instruction to Bidders, Part 12.c:** This paragraph is to be deleted from the contract documents.
2. **Volume 1, Bid Form, Deductive Alternate Bid "A" Bid Schedule:** The description of Item No. "A" shall be modified as follows:
  - Removal of Dewatering Building construction from Base Bid Items 1 and 2 along with all associated civil, yard piping, mechanical, and electrical work.
  - ~~Exclusion~~ Removal of Bid Item 10
3. **Volume 1, General Conditions, Part 32.2:** The order of precedence of contract documents shall be modified such that "Plans (Contract Drawings)" take precedence over "Technical Specifications".
4. **Volume 2, Specification Section 015000, Part 2.2.C:** This section is to be deleted from the contract documents.
5. **Volume 2, Section 098000, Part 1.6.H:** Sherwin Williams is included as an acceptable manufacturer, subject to meeting the requirements of individual coating system requirements and Section 1.6.H.2.

6. **Volume 2, Section 133400, Part 1.9.A.3:** The sentence "In no event shall the manufacturer be liable for loss of profits, or other incidental, consequential, or special damages", shall be deleted from the contract documents.
7. **Volume 2, Section 220719, Part 3.8:** The following paragraph shall be added to the specification:
  - D. Insulation, Type 3.
    1. Insulation material: Phenolic
    2. Manufacturers: One of the following or equal
      - a. Polyphen products by Polyguard
    3. Thermal conductivity at 75F shall not be more than 0.18 BTU in/hr ft<sup>2</sup> F.
    4. Joints: Seal with manufacturer's recommended adhesive to form continuous barrier.

The following items shall also be added to the Piping Insulation Schedule:

Service Designation	Location	Insulation Type	Jacket Type	Service Temperature (°F)
Potable Water (Hot)	Interior	Type 1	Type 1	180
Process Air	Interior	Type 3	Type 2	250

8. **Volume 2, Section 221116, Part 2.4:** This section shall be adjusted as follows:
  - A. Refer to Section 400523 – Stainless Steel Piping and Tubing
9. **Volume 2, Section 401200:** This section is to be deleted from the contract drawings. All compressed air piping shall be as called out on the drawings.
10. **Volume 2, Section 412223, Part 1.5.A.4:** This sentence shall be modified as follows:
 

Submit complete calculations for member sizes, design criteria and seismic calculations stamped by a licensed PE in the State of ~~Utah~~ California.
11. **Volume 3, Drawing D-1, D-7, C-4:** For Deductive Alternate Bid Item A, the sludge drying bed and piping shown on these sheets is not to be removed. Also note that the new 8" drain pipe shown in this area is not to be constructed for the deductive alternate.
12. **Volume 3, Drawing C-2:** The extent of paving requirements associated with Deductive Alternate Bid Item A is shown. Note also that it is not required to place gravel in the existing drying bed north of the Dewatering Building in this Deductive Alternate.
13. **Volume 3, Drawing C-2 and C-4:** No catch basins are required and General Note 5 on C-2 is to be deleted. References on these drawings to a catch basin between the Membrane Building and the Aeration Basins are to be deleted.
14. **Volume 3, Drawing SCH-12:** The design point for Pumps P-3411 and P-3412 are to be changed to 800 gpm @ 15 ft TDH. The pumps shall also be required to hit a second design point of 400 gpm @ 30 ft TDH.

### Additions:

1. Existing plant drawings are included with this Addendum.
2. The following requirements shall be used to develop a bid for the active harmonic system:
  - 1) General – The following paragraphs define the requirements for active harmonic filter systems in order to meet IEEE-519-2014 electrical system requirements for harmonic current limits. The IEEE-519-2014 standard shall be interpreted as requiring a maximum total harmonic distortion (THD) of 5% at the secondary side of the utility transformer (277/480V side).
  - 2) Standards – The system shall be designed in accordance with the applicable sections of the following documents:
    - a. ANSI IEEE Standard 519-2014
    - b. UL 508
  - 3) System Description
    - a. Voltage – 277/480V 60 Hz, 3 Phase, 4 wire plus ground.
    - b. Current Rating – The design drawings show two units each being fed out of SWBD-MB. The Contractor shall size the units to meet IEEE-519-2014 as described above and to provide a minimum of 500A combined output current.
    - c. Current Transformers (CT's) – Provide current transformers to be installed by the Contractor between the ATS and SWBD-MB. The CT's shall have 3000A primary ratings and 5A secondary ratings and shall be rated for up to 400Hz.
  - 4) Philosophy of Operation – The active harmonic filter system shall electronically supply the non-fundamental current demanded by the non-linear facility loads that results in a near sinusoidal current being drawn from the supply. In addition, the active harmonic filter system shall maintain system power factor between 0.95 and 0.999 lagging while in operation.
  - 5) Performance Requirements
    - a. Response Time: In a steady state condition the filter shall have a response time of less than one (1) line cycle. In the event of a load change or transient condition, the response time shall be within three (3) line cycles.
    - b. Input Power: 277/480V 60Hz, 3 Phase, 4 wire plus ground; Voltage tolerance: +/- 10% of nominal; Frequency: 60Hz, +/- 3%; Input Circuit Breaker: 100KAIC rated.
    - c. Output Performance: Performance of the active harmonic filter shall be independent of the impedance of the power source. All performance levels shall be attained whether on the AC line or backup generator; Harmonic Correction: Limit the 2<sup>nd</sup> through the 50<sup>th</sup> order harmonic current to <5% THD; Power Factor: The system shall improve power factor to be between 0.95 and 0.999 lagging.
    - d. Parallel Operation: The two units shall operate together in parallel. In the event that one unit is shut down the other unit shall continue to operate normally.
  - 6) Environmental Considerations: The assembly shall meet the environmental requirements as outlined in section 26 00 00.
  - 7) Assembly: The unit shall be assembled in a freestanding, UL listed, NEMA 1 enclosure with a door-interlocked circuit breaker. A door mounted color touch screen (5.7" minimum) shall be provided to operate, monitor and control the system. The system shall require minimum field programming. The system shall be able to communicate via Ethernet/IP or Modbus TCP. Provide a memory map of key monitoring data to be displayed on the plant SCADA system.
  - 8) Factory Test: Each filter shall undergo a functional test and full load current burn-in test at its original manufacturing plant. A report shall be provided demonstrating the successful factory test.

- 9) Execution: The Contractor shall install the filters per the manufacturer installation guidelines. A factory trained representative shall be required to be on site for filter commissioning which includes pre-check, verification of proper wiring, power-up, tuning, startup and commissioning. Provide training to the Owner's staff for operation and maintenance of the filter systems.
- 3. **Volume 2, Section 011000, Part 1.8.E:** The current NPDES discharge permit is included in this addendum as a reference.

**ATTACHED SPECIFICATIONS:**

Volume 1, Bid Bond

**ATTACHED DRAWINGS**

C-2

**OTHER ATTACHEMENTS:**

NPDES Permit, 1994 Black & Veatch Construction Drawings, 2006 Webb Drawings, 2015 Aqua Bid Drawings



By:

Justin Logan 8/14/19  
Justin Logan date  
P. E. C 73749

By: W. M. Lyles Co.  
(Bidder's Company Name)

Robert P. Saleen  
(Bidder's Signature)

Robert P. Saleen, Sr. Vice President

(Type or Print Name)

Date Received by Bidder:

August 14, 2019

**Bidder shall include a signed copy of this Addendum No. 4 with the bid proposal.**



**Southern Contracting Co.**  
**Bidder's Qualifications**  
**City of Imperial WWTP Upgrade Project**

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Project Title: South Bay Wastewater Treatment Plant Improvements  
Location: San Diego, CA  
SCC Job#: 101351  
Facility Size: 25MGD  
Project Contract Amount: \$792,000  
Final Contract Amount: \$1,917,764  
Initial Project Schedule: 08/11/2017  
Final Project Duration: 01/10/2019  
Liquidated Damages Assessed: None  
Project Claims: None

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Project Title: Victor Valley Wastewater Reclamation Plant  
Location: Victorville, CA  
SCC Job#: 100531  
Facility Size: Two Facilities - 1MGD each  
Project Contract Amount: \$6,517,000  
Final Contract Amount: \$6,650,672  
Initial Project Schedule: 05/31/2018  
Final Project Duration: 05/31/2018  
Liquidated Damages Assessed: None  
Project Claims: None

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Project Title: F.E. Weymouth Water Treatment Plant ORP – Ozonation Facilities  
Location: La Verne, CA  
SCC Job#: 98421  
Facility Size: 520MGD  
Project Contract Amount: \$12,788,900  
Final Contract Amount: \$17,549,334  
Initial Project Schedule: 01/27/2017  
Final Project Duration: 01/27/2017  
Liquidated Damages Assessed: None  
Project Claims: None

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Project Title: Robert B. Diemer Water Treatment Plant Electrical Improvements  
Stage 2  
Location: Yorba Linda, CA  
SCC Job#: 99361  
Facility Size: 520MGD  
Project Contract Amount: \$11,110,000  
Final Contract Amount: \$11,469,535  
Initial Project Schedule: 03/30/2016  
Final Project Duration: 12/26/2016  
Liquidated Damages Assessed: None  
Project Claims: None





**WWTP with no Dewatering**

Lyles Bid	\$20,276,000
Deduct A	\$ 1,852,000
Subtotal	\$18,424,000
Contingency (5%)	\$921,200
Construction Management (3%)	\$552,720
Inspection (5%)	\$921,200
Permits & Fees	\$150,000
Subtotal	\$2,545,120
WEBB Remaining Contract Value	\$622,000
Total	\$20,347,120

**WWTP with Dewatering**

Lyles Bid	\$20,276,000
Deduct A	\$ 0
Subtotal	\$20,276,000
Contingency (5%)	\$1,013,800
Construction Management (3%)	\$616,000
Inspection (5%)	\$924,000
Permits & Fees	\$150,000
Subtotal	\$2,703,800
WEBB Remaining Contract Value	\$622,000
Total	\$22,357,800