

**DISTRICT BOARD**

Rabi Elias
Megan Clark
Russ Greenfield
Craig K. Murray
Judy Schriebman

DISTRICT ADMINISTRATION

Chris DeGabriele,
General Manager
Michael Cortez,
District Engineer
Mel Liebmann,
Plant Manager
Greg Pease,
Collection System/Safety Manager
Susan McGuire,
Administrative Services Manager

CONTRACT DOCUMENTS

Bid Item: TOWABLE 4" & 8" EMERGENCY PUMPS

Job Number: 18300-06 & 18300-07

Description: One (1) 4"x4" and one (1) 8"x6" heavy duty trash pump.

Bid Opening Time, Date & Location: 11:00 a.m. July 6, 2018
300 Smith Ranch Road, San Rafael, CA 94903

Contents:

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 - Bid Label
- Agreement for Purchase of Materials and Equipment
- Technical Specifications

Sealed, written responses to this invitation must be received by Las Gallinas Valley Sanitary District (District) no later than the date and time and at the place shown above for consideration. Facsimile submissions are not acceptable. **THE SEALED ENVELOPE, INCLUDING EXPRESS ENVELOPES, MUST BE IDENTIFIED AS A SEALED BID AND SHOW BID ITEM OR JOB NUMBER.** This invitation does not constitute an order for the service/product named.

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ACKNOWLEDGEMENT

ACKNOWLEDGEMENT OF THE CONTRACT DOCUMENTS MUST BE RECEIVED BY THE DISTRICT IN ORDER FOR YOU TO RECEIVE ADDENDUMS (i.e., updates or changes to the Contract Documents). PLEASE COMPLETE BELOW AND FAX TO 415-499-7715, OR EMAIL TO ihuang@lgvsd.org IMMEDIATELY UPON RECEIPT OF THIS PACKET so that you will receive any changes or updates as they occur. If we do not receive this form from you, any updates or changes that you do not receive are not the responsibility of the District.

Bid Item: **TOWABLE 4” & 8” EMERGENCY PUMPS**

Date Received: _____

Recipient: _____ (BIDDER)
_____ (ADDRESS)

_____ (PHONE)
_____ (FAX)
_____ (EMAIL)

Printed Name

Signature

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NOTICE INVITING SEALED BIDS

1. The Las Gallinas Valley Sanitary District invites sealed bids to provide the following products and services to the District: TOWABLE 4" & 8" EMERGENCY PUMPS, in accordance with California Public Contract Code Section 20804 and other applicable law, and the following:
2. All bids must be delivered to the Las Gallinas Valley Sanitary District, 300 Smith Ranch Road, San Rafael, California 94903 on or before **11:00 AM, July 6, 2018**. Bids will be opened and read publicly at that time. Bids must be made on the bid forms included in the Contract Documents. Bids that are submitted late according to the official time kept by the District Engineer or a designee will be returned unopened. Bids submitted by facsimile or other electronic means will not be accepted. Bids that are incomplete or that otherwise do not conform to the requirements specified in the Contract Documents may be deemed non-responsive. The Contract Documents may be obtained at the above address or by calling (415) 472-1734. The District reserves the right to reject any or all bids and to waive any formalities or minor exceptions.
3. The Contractor shall furnish all tools, equipment, apparatus, facilities, labor and material within **90 calendar days** of the project commencement date specified in the Notice to Proceed for the project.
4. All the project work shall be completed in accordance with the Contract Documents on file at the District. Complete Contract Documents may be obtained at the District Offices, 300 Smith Ranch Road, San Rafael, CA 94903. There will be a \$25 non-refundable charge for each Contract Documents. Checks and money orders must be made payable to the Las Gallinas Valley Sanitary District. Requests for information on receiving Contract Documents should be directed to the District Offices at (415) 472-1734. Contract Documents will be mailed upon request and receipt of the non-refundable charge and the bidder's UPS or FedEx account number.
5. In accordance with California Public Contract Code Section 20804.5, all bids must be presented under sealed cover and include one of the following forms of bidder's security: cash, cashier's check made payable to the District, certified check made payable to the District, or a bidder's bond. The amount of bidder's security provided must equal at least ten (10) percent of the total of the bid price for the base bid and the additive or deductive items listed in this notice. The successful bidder must submit to the District complete, executed copies of agreement included in the Contract Documents within seven (7) calendar days of receiving written Notice of Award of the project. Bidder's security of any successful bidder that fails to do so will be forfeited to the District. **The Engineer's estimate is \$190,000.**
6. In accordance with California Public Contract Code Section 6109, contractors and subcontractors who are ineligible to perform work on public works projects pursuant to California Labor Code Sections 1777.1 or 1777.7 may neither bid on, be awarded or perform work as a subcontractor on the project.
7. In accordance with California Labor Code Section 1771, not less than the general prevailing rate of per diem wages for work of a similar character in the locality in which the project is to be performed, and not less than the general prevailing rate of per diem wages for holiday and overtime work fixed as provided in the California Labor Code shall be paid to all workers engaged in performing the project. In accordance with California Labor Code Section 1770 and following, the Director of Industrial Relations has determined the general prevailing wage per diem rates for work in the locality in which the project is to be performed. In accordance with California Labor Code Section 1773, the District has obtained the general prevailing rate of per diem wages and the general rate for holiday and overtime work in the locality in which the project is to be performed for each craft, classification or type of worker needed to perform the project. In accordance with California Labor Code Section 1773.2, copies of the prevailing rate of per diem wages are on file at the

District Engineer's Office and will be made available on request. A copy of said wage rates is available online at www.dir.ca.gov/DLSR/PWD. In accordance with California Labor Code Section 1777.1, contractors and subcontractors that are found guilty of willfully violating Chapter 1 of Part 7 of Division 2 of the Labor Code (except for Section 1777.5), or that are found guilty of such violations with intent to defraud, and entities in which such contractors or subcontractors have any interest, may be ineligible to bid on, be awarded, or perform project work as a subcontractor.

8. In accordance with California Public Contract Code Section 3400, bidders may propose equals of products listed in the Technical Specifications by manufacturer name, brand or model number; unless the Technical Specifications or plans specify that the product is necessary to match others in use. Complete information for products proposed as equals must be submitted to the District Engineer's Office for review at least seven (7) working days before the time specified for bid opening in accordance with the bidders instructions contained in the Contract Documents.
9. The District reserves the right to reject any and all bids and/or to waive any bid irregularities to the extent permitted by law. If the District elects to award a contract for performance of the project, the contract will be awarded in accordance with California Public Contract Code Section 20803 and other applicable law to the responsible bidder submitting a responsive bid with the lowest total bid price for the base bid and the following additive or deductive alternate items as further described in the Contract Documents.
10. Questions regarding the Contract Documents should be directed in writing as soon as possible (but no later than five (5) working days prior to the opening of bids to: Michael P. Cortez PE, District Engineer, Phone: 415-472-1033, extension 18, or email at mcortez@lgvdsd.org. Where appropriate, the District may respond to such questions by addenda transmitted to all Contract Documents recipients.
11. All bids will remain valid for ninety (90) calendar days after the bid opening. Except as permitted by law and subject to all applicable remedies, including forfeiture of bidder's security, bidders may not withdraw their bid during the ninety (90) day period after the bid opening.

Las Gallinas Valley Sanitary District

By: /s/ Chris DeGabriele
Chris DeGabriele, PE, General Manager

Date: June 14, 2018

INSTRUCTIONS TO BIDDERS

1. DEFINITIONS:

The following words, terms and phrases, when used in this document, shall have the following meaning:

Bidder means the individual, firm, partnership or corporation offering a bid in response to this notice inviting sealed bids. The terms Contractor and seller are synonymous with Contractor or seller.

District means the Las Gallinas Valley Sanitary District and its authorized agents. The terms owner or buyer are synonymous with District.

Contractor means the individual, firm, partnership or corporation to whom a contract or purchase order is awarded as a result of this notice inviting sealed bids.

Bid forms. The bid forms are the forms contained in the Contract Documents.

The **Project** is the TOWABLE 4" & 8" EMERGENCY PUMPS as described in the Technical Specifications.

The **Technical Specifications** provide detailed requirements concerning the Project and are contained in the Contract Documents.

2. BIDDER'S REPRESENTATIONS

Each bidder by submitting a bid represents that:

- 2.1 The bidder has read and understands the Contract Documents and the bid is in accordance with all of the requirements of the Contract Documents and applicable law.
- 2.2 Neither the bidder nor any subcontractor is ineligible to perform work on public works projects pursuant to California Labor Code Sections 1777.1 or 1777.7.

3. AWARD

- 3.1 In accordance with applicable law, the District reserves the right to reject any or all bids and to waive any informality in any bid. The District reserves the right to accept any portion of any bid, unless the Contract Documents expressly provides that the award will be made as a whole. If the District elects to award a contract for performance of the Project, the contract will be awarded in accordance with California Public Contract Code Section 20803 and other applicable law to the responsible bidder submitting a responsive bid with the lowest total bid price for the base bid and the additive or deductive alternate items listed in the Notice Inviting Sealed Bids. In accordance with the Contract Documents and other applicable law, the District may add or deduct items of work from the Project after the lowest responsible bidder is determined.
- 3.2 The successful bidder must submit to the District complete, executed copies of all documents within seven (7) calendar days of receiving written Notice of Award of the Project. Bidder's security of any successful bidder that fails to do so will be forfeited to the District.

3.3 The successful bidder and any subcontractors and others engaged in performance of the Project must have a valid local business license(s), as applicable, before commencing work on the Project.

4. TAXES

The successful bidder shall pay the State of California sales tax to the California State Board of Equalization, if any, when due and payable.

5. ASSIGNMENT

Bidders may not assign, sublet, sell, transfer, or otherwise dispose of their bid or any right, title or interest in their bid, or their obligations under their bid, without the written consent of an authorized representative of the District. Any purported assignment, subletting, sale, transfer or other disposition of a bid or any interest in a bid, or of any obligations under a bid without such written consent will be void and of no effect.

6. PRICING

Prices must be submitted on a firm, fixed price basis. (Contracts for certain goods and services that may contain an escalation clause are noted on the Statement of Insurance Requirements.) Unit prices are to be extended and a total price shown on all bids. If unit prices and extensions thereof do not coincide, the District will assume the price most favorable to the District to be the correct price. Bids not prepared properly may not be considered for evaluation. If Bidder wishes to quote lower unit prices for the award of groups of items, Bidder may do so as an alternate to Bidder's base bid. If applicable, Bidder is to include impact to pricing for quantity additions and/or deletions.

7. DELIVERY CHARGES

Delivery to be FOB San Rafael Freight Prepaid unless indicated differently. Contractor to show freight charges (if not included in price) on bid form as part of bid. Freight cannot be added after the bid is opened. Earliest delivery time that can be accomplished should be shown as delivery time may be a factor in awarding bid.

8. PRODUCTS

All products offered, unless otherwise specified, must be new and of the latest design and production. It must be complete, ready to use or operate with all the normal and usual features and capabilities. The District shall consider the Contractor to have not completed his obligations until all literature (operators manual, instructions, service manuals, parts manuals, owner manual) that is normally provided with the product or has been requested in the bid has been received.

9. INSURANCE (See STATEMENT OF INSURANCE REQUIREMENTS COMPLIANCE)

10. INSPECTION & TESTING

The District reserves the right to test or inspect proposed bid items in order to determine the lowest responsive bidder.

11. WARRANTIES

Guarantees and warranties (if any) should be attached as a part of the bid as they may be a consideration in determining the lowest responsible bidder and in awarding a bid or contract.

12. IDENTICAL BIDS

In the event of two or more identical low bids, the contract may be awarded arbitrarily or for any reason to any of such bidders or split in any proportion between the Bidders at the discretion of the District.

13. AMBIGUITY IN BID

Any ambiguity in any bid as the result of omission, error, lack of clarity or noncompliance by the Bidder with specifications, instructions and all conditions of bidding shall be construed in the light most favorable to the District.

14. ADDITIONAL INFORMATION

All Bidders must be prepared to, at the request of the District, furnish, within ten working days of the request, additional information as may be sought so that the District can determine responsiveness.

15. TERMS OF PAYMENT

Bidder shall clearly state the proposed terms of payment, if different from the District's preference. The District's preferred term of payment is Net 30 days. Discount terms will be accepted. Progress payments will be considered if tied to specific milestones.

16. PUBLIC INFORMATION

All bids, documents, correspondence and material submitted to the District are considered public information and, as such, are subject to viewing and copying by the general public.

17. BIDDER TERMS

Other terms or conditions prepared by Bidder may or may not be considered by the District in awarding the bid. The District reserves the right to accept or reject any Bidder's proposed terms and conditions or any part thereof.

18. COLLUSION

Submission of a signed bid shall constitute certification by the Bidder that their bid is being submitted without collusion or agreement with any competitor.

19. THE DISTRICT'S RIGHTS

The District reserves the right to reject any or all bids, to waive minor irregularities and/or formalities as determined by the District, to award the bid by item or groups of items or in total, and/or to award the bid in the manner most advantageous to the District. The District reserves the right to, at its discretion, purchase additional units, within a reasonable time, at the bid unit price, upon concurrence of the bidder.

TERMS AND CONDITIONS OF PURCHASE (Purchase Order)

INDEX OF ARTICLES

<u>Article No.</u>	<u>Article Title</u>
1	Shipment
2	Complete Agreement
3	Title
4	Reservation of Rights
5	Waiver
6	Patents
7	Warranty
8	Inspection and Expediting
9	Indemnity
10	Delays
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22	Validity of Provisions
23	Arbitration
24	Right to Offset
25	Security
26	Insurance
27	Safety and Health Regulations
28	Escalation Clause
29	Federally Required Clauses and Certifications

1. SHIPMENT: Partial shipments must be accompanied by identifying documents, but such shipments shall not be construed as making the obligations of CONTRACTOR severable. No charge will be allowed for packing, shipment or handling unless stated in this Purchase Order. CONTRACTOR shall pay for damaged goods resulting from improper packing or masking. Itemized packing lists must accompany each shipment. DISTRICT's count will be accepted as final and conclusive on shipments not accompanied by CONTRACTOR's itemized packing list. If applicable, shipments shall be palletized to the maximum extent of palletization. Costs for palletizing are included in the purchase price. All goods received in excess of Purchase Order requirements will be subject to return for credit at CONTRACTOR's expense.

2. COMPLETE AGREEMENT: This Purchase Order shall become a binding agreement of CONTRACTOR and DISTRICT upon CONTRACTOR signing and returning an acceptance copy of this Purchase Order, or upon CONTRACTOR otherwise acknowledging acceptance of this Purchase Order or commencing performance of this Purchase Order, whichever occurs first. This Purchase Order together with the bid documents, as accepted by the DISTRICT, bid specifications, drawings and documents referred to herein, and the other documents referred to

therein, which by this reference are all made a part hereof, constitute the entire agreement between the parties, and all prior negotiations, proposals, and writings pertaining to this Purchase Order or the subject matter thereof, are superseded hereby. Any reference to CONTRACTOR's quotation, bid, or proposal does not imply acceptance of any term, condition, or instruction contained in such document.

Any invoice, acknowledgment or other communication issued by CONTRACTOR in connection with this Purchase Order not expressly identified otherwise shall be construed to be for record and accounting purposes only. Any terms and conditions stated in such communications shall not be applicable to this Purchase Order and shall not be considered to be CONTRACTOR's exceptions to the provisions of this Purchase Order. Trade custom and/or trade usage is superseded by this Purchase Order and shall not be applicable in the Interpretation of this Purchase Order.

Anything that may be called for in the specifications and not shown on the drawings, or shown on the drawings and not called for in the specifications, shall be of like effect as if called for and shown in both. In the event of any ambiguities, express conflicts or discrepancies in the specifications, drawings or other documents which are a part of this Purchase Order, CONTRACTOR shall immediately submit the matter to DISTRICT for its determination and shall comply with the determination of DISTRICT in such matter.

All headings and numbering in this Purchase Order are for convenience of reference only and shall in no way be used in interpretation of any of the provisions in this Purchase Order.

3. TITLE: CONTRACTOR warrants full and unrestricted title to DISTRICT for all goods and services furnished by CONTRACTOR under this Purchase Order, free and clear of any and all liens, restrictions, reservations, security interests and encumbrances.

If DISTRICT makes progress payments to CONTRACTOR under this Purchase Order, title to the goods ordered hereunder shall pass to DISTRICT at the time that CONTRACTOR identifies the goods to this Purchase Order. CONTRACTOR shall clearly identify the goods as property of DISTRICT by visible marking or tagging, and DISTRICT shall have the right, at DISTRICT's option, to inspect and verify that said goods have been identified as DISTRICT's property. Care, custody, and control of such goods remain with the CONTRACTOR until such time as DISTRICT takes physical possession or otherwise agrees in writing by change order to this Purchase Order. All shop drawings, patterns, tools or other items made preparatory to production of any goods are DISTRICT's property and upon demand shall be delivered to DISTRICT.

4. RESERVATION OF RIGHTS: The making or failure to make any inspection of, or payment for, the goods or services covered by this Purchase Order shall in no way impair DISTRICT's right to reject nonconforming or defective goods or services, nor be deemed to constitute acceptance by DISTRICT of the goods or services, or affect in any way CONTRACTOR's obligations under this Purchase Order notwithstanding DISTRICT's opportunity to inspect the goods or services, DISTRICT's knowledge of the non-conformity or defect, its substantiality or the ease of its discovery, nor DISTRICT's failure to earlier reject the goods or services.

5. WAIVER: DISTRICT's failure to insist on performance of any term condition, or instruction, or failure to exercise any right or privilege or its waiver of any breach shall not thereafter, waive any such term, condition, instruction, right or privilege.

6. PATENTS: CONTRACTOR shall, at its sole expense, indemnify, hold harmless and defend DISTRICT from and against any suit or proceeding brought against DISTRICT based on a claim that the manufacture, use or sale of any goods or services or any part thereof, supplied under this Purchase Order constitutes infringement of any patent, copyright, trademark, or proprietary information right of others, and CONTRACTOR shall pay all damages and costs awarded therein against DISTRICT. CONTRACTOR shall be notified promptly in writing of the suit or proceeding and shall be given adequate authority, information and assistance (at CONTRACTOR's expense) for the defense of same, subject to the right of DISTRICT to participate at their expense and to be fully

advised by CONTRACTOR in advance of all actions taken. In case said goods or any part thereof is in such suit held to constitute infringement or the sale or use of said goods or parts is enjoined, regardless of whether such determination constitutes a final judgment, CONTRACTOR shall, at its expense, either procure for DISTRICT the right to sell and use said goods or part, or replace same with substantially equal but non-infringing goods, or if approved by DISTRICT, remove said goods and refund the purchase price and the transportation and installation costs thereof.

The preceding paragraph shall not apply to any goods, or any part thereof, manufactured to designs furnished and required by DISTRICT, nor shall it apply to claims that the sale or use of a process or use of a combination of the goods supplied by CONTRACTOR hereunder with other goods infringe a patent, if such process or other goods was not supplied by CONTRACTOR and CONTRACTOR's supplying of the goods hereunder does not constitute contributory patent infringement.

7. WARRANTY: CONTRACTOR warrants to DISTRICT that all goods and services covered by this Purchase Order will conform with the specifications, drawings, and other descriptions supplied or adopted by DISTRICT and will be new, first class, fit, and sufficient for the purposes for which they are intended as evidenced in this Purchase Order and in the drawings and specifications referred to herein, of good materials, design and workmanship, free from defects, and will fulfill satisfactorily the operating conditions specified herein. These warranties shall extend to DISTRICT, their successors, assigns, customers and the user of their customers' products.

CONTRACTOR, at its expense, (including without limitation costs of removal, packing, transportation and reinstallation) shall promptly either repair or replace any goods and services furnished to DISTRICT, which within 12 months after operational startup or within 18 months after shipment, whichever occurs first, shall fail to conform to the requirements of this Purchase Order. CONTRACTOR will at any time be chargeable for repairs made by DISTRICT to correct such a failure to meet this warranty when CONTRACTOR has been given notice of such failure and thereafter has failed to take prompt and effective action to correct the failure in accordance with the foregoing.

The above warranties are in addition to all other warranties, express or implied, at law or equity.

8. INSPECTION AND EXPECTING: CONTRACTOR shall be responsible for the performance of all activities affecting quality and schedule including those of its sub-suppliers. DISTRICT reserves the right to review CONTRACTOR's Quality Assurance and Quality Control Procedures.

The goods provided by CONTRACTOR under this Purchase Order are subject to inspection, expediting and witnessing of CONTRACTOR testing by DISTRICT's representative and/or the Owner, who shall be granted access to all parts of the CONTRACTOR's plant(s) or CONTRACTOR's sub-supplier's plant(s) engaged in the manufacturing or processors of this Purchase Order. The representatives' inspection and witnessing of testing or lack of response shall in no way release the CONTRACTOR from any obligations related to this Purchase Order. CONTRACTOR shall further ensure that these terms and conditions become a part of its purchase orders to sub-suppliers for all goods or services which are used in the products purchased under this Purchase Order.

CONTRACTOR and or CONTRACTOR's sub-supplier will notify DISTRICT at least five (5) calendar days in advance of the date inspection or test can be made. If for any reason the date should be set back, CONTRACTOR shall telephone or wire DISTRICT immediately.

IF THE DISTRICT INVOKES THIS CONDITION, BY NOTING ON THE PURCHASE ORDER FORM THAT IS ITS INTENT, THE CONTRACTOR SHALL NOT SHIP THE GOODS ON THIS PURCHASE ORDER WITHOUT EITHER DISTRICT'S FINAL INSPECTION OR A WRITTEN WAIVER OF INSPECTION FROM DISTRICT. VIOLATION OF THIS REQUIREMENT SHALL CONSTITUTE A REJECTION OF THE GOODS

WITH SUBSEQUENT COSTS FOR RETURN OR OTHER ACTION AS WARRANTED AGAINST THE ACCOUNT OF THE CONTRACTOR.

Complete and accurate information is required to maintain the overall schedule. If requested, CONTRACTOR shall, at a minimum, furnish every fourteen (14) days, status of engineering, material procurement, production and shipping information.

9. INDEMNITY:

9.1 For and in consideration of the covenants of DISTRICT under this Purchase Order, including the agreement of DISTRICT to pay to CONTRACTOR the amounts which may become due and payable in accordance with the terms of this Purchase Order, CONTRACTOR hereby agrees to assume the risk of and to release, defend, indemnify and save harmless DISTRICT, the related entities of DISTRICT, and employees and agents and assigns of each (hereinafter "Indemnities") from and against all lost, damage, liability, cost and expense (including without limitation, reasonable attorneys' fees) arising out of any injury (including death) to any person or damage to any property resulting from or in any way connected with the performance of this Purchase Order or the goods furnished hereunder, regardless of whether or not such loss, damage, liability, cost or expense is caused in part by an Indemnitee. Neither this Article nor any other provision of this Purchase Order shall be construed in any circumstances to constitute an indemnification against any loss, damage, liability, cost or expense caused solely by the negligence of such Indemnitee. The indemnity obligations in this Purchase Order shall be deemed to be modified as required to exclude indemnification which is expressly prohibited by applicable statute or law. All obligations of this Purchase Order shall otherwise be enforced to the extent permitted by law.

9.2 CONTRACTOR acknowledges specific payment of ten dollars (\$10) incorporated into the purchase price as legal consideration of CONTRACTOR's indemnity under this Article 9.2 and all other indemnities as may be provided in this Purchase Order.

10. DELAYS: TIME OF DELIVERY IS OF THE ESSENCE FOR THIS PURCHASE ORDER.

CONTRACTOR shall promptly notify DISTRICT of any actual or anticipated delay in delivery and take all reasonable steps to avoid or end delays without additional cost to DISTRICT. Where the delay is caused by act of God, acts of civil or military authority, epidemics, war, riot, strikes or other similar causes beyond CONTRACTOR's control and which CONTRACTOR could not have reasonably foreseen or provided against, DISTRICT shall have the right to either (i) terminate by written notice to CONTRACTOR all or part of this Purchase Order in accordance with its terms or (ii) extend the date of delivery or performance for a period equal the duration of the delay, but CONTRACTOR shall not be entitled to any extra compensation for such delay. CONTRACTOR shall not be excused from performance hereunder where alternate sources of supply of materials, good or services are available.

11. ASSIGNMENT: Both neither this Purchase Order nor any portion hereof shall be assigned or delegated without DISTRICT's prior written consent and any such assignment or delegation shall be void. DISTRICT reserves the right to assign this Purchase Order to the Owner or Owner's successors or assigns or to DISTRICT's affiliates.

12. CHANGES: DISTRICT shall have the right by written direction to make changes in the specifications and drawings for goods or services covered by this Purchase Order. If CONTRACTOR believes that such change affects the price or delivery date for such goods or services, CONTRACTOR shall so notify DISTRICT in writing (with adequate supporting documentation) within five (5) calendar days after receipt of said written direction. CONTRACTOR shall suspend performance of the change unless thereafter released in writing by DISTRICT to perform said change and DISTRICT and CONTRACTOR shall mutually agree in writing upon an equitable adjustment in the price and/or delivery date to reflect the effect of such change. CONTRACTOR's request for any adjustments shall be deemed waived unless submitted in writing within such five (5) calendar days after

CONTRACTOR receives direction to make such changes. CONTRACTOR shall not suspend performance of the unaffected portion of this Purchase Order while DISTRICT and CONTRACTOR are in the process of making such changes and any related adjustments or at any time thereafter unless so instructed in writing by DISTRICT. If released in writing by DISTRICT, CONTRACTOR shall comply with and perform such change in accordance with the terms of this Purchase Order during the time CONTRACTOR and DISTRICT require to mutually agree upon an equitable adjustment. No substitutions shall be made in this Purchase Order without the prior written authority of DISTRICT. No agreement or understanding modifying the conditions or terms of this Purchase Order shall be binding upon DISTRICT nor will extra compensation be paid by DISTRICT unless the agreement or understanding is made in writing.

13. CANCELLATION FOR DEFAULT: In the event CONTRACTOR shall be adjudged bankrupt, make a general assignment for the benefit of its creditors, or if a receiver shall be appointed on account of CONTRACTOR's insolvency, or in the event CONTRACTOR is in default of any provision or requirement of this Purchase Order, DISTRICT may, by written notice to CONTRACTOR, without prejudice to any other rights or remedies which DISTRICT may have, cancel further performance by CONTRACTOR under this Purchase Order. In the event of such cancellation, DISTRICT may complete the performance of this Purchase Order by such means as DISTRICT selects, and CONTRACTOR shall be responsible for any additional costs incurred by DISTRICT in so doing. CONTRACTOR shall deliver or assign to DISTRICT any work in progress as DISTRICT may request. Any amounts due CONTRACTOR for goods and services completed by CONTRACTOR in full compliance with the terms of this Purchase Order prior to such cancellation shall be subject to setoff of DISTRICT's additional costs of completing the Purchase Order and other damages incurred by DISTRICT as a result of CONTRACTOR's default. Waiver by DISTRICT of any default of CONTRACTOR shall not be considered to be a waiver by DISTRICT of any provision of this Purchase Order or of any subsequent default by CONTRACTOR.

14. TERMINATION FOR CONVENIENCE: DISTRICT shall have the right to terminate for its convenience further performance of all or any separable part of this Purchase Order at any time by written notice to CONTRACTOR. On the date of such termination stated in the notice, CONTRACTOR shall discontinue all work pertaining to this Purchase Order, shall place no additional orders, and shall preserve and protect materials on hand purchased for or committed to this Purchase Order, work in progress, and completed work both in CONTRACTOR's and in its suppliers' plants pending DISTRICT's instructions and shall dispose of same in accordance with DISTRICT's instructions. Termination payment to CONTRACTOR or refund to DISTRICT, if any, shall be promptly and mutually agreed to by DISTRICT and CONTRACTOR, based on that portion of the work satisfactorily performed to the date of cancellation, including reimbursement for reasonable overhead and profit on such work, plus reasonable and necessary expenses resulting from the termination, as substantiated by documentation satisfactory to and verified by DISTRICT, disposition of work and material on hand, and amounts previously paid by DISTRICT. CONTRACTOR shall not be entitled to any lots of prospective profits, contribution to overhead or incidental, consequential or other damages because of such termination. CONTRACTOR shall deliver or assign all goods with all applicable warranties or dispose of goods as directed by DISTRICT prior to final payment.

15. LAWS AND REGULATIONS: CONTRACTOR warrants that all goods and services supplied pursuant to this Purchase Order will comply with all applicable laws, ordinances and regulations, and, further, CONTRACTOR shall provide all permits, certificates and licenses which may be required for the performance of the Purchase Order. This Purchase Order shall be subject to the law and jurisdiction of the State of Arkansas unless expressly designated otherwise in this Purchase Order.

CONTRACTOR further warrants that all goods furnished by CONTRACTOR in performance of this Purchase Order will comply fully with the Occupational Safety and Health Act of 1970 (54 U.S. Stat. 1590), as amended, and State plan approved under such Act, and the regulations thereunder, to the extent applicable to such equipment, and in addition to any other rights or remedies which DISTRICT may have, CONTRACTOR shall

indemnify, defend and hold harmless DISTRICT from and against any and all claims, loss, or liability arising from failure of such goods to comply therewith.

16. MECHANICS' LIENS: CONTRACTOR agrees to indemnify, hold harmless and defend DISTRICT from and against all laborers', material men's and/or mechanics' liens arising from the performance of CONTRACTOR's obligations under this Purchase Order and shall keep the premises of DISTRICT free from all such claims, liens, and encumbrances. CONTRACTOR for itself and all of its Contractors and suppliers of any tier, waives all rights of lien against the property and premises of DISTRICT for labor performed or for goods furnished for the work.

17. SUSPENSION OF PERFORMANCE: DISTRICT may at any time, and from time to time, by written notice to CONTRACTOR, suspend further performance of all or any portion of this Purchase Order by CONTRACTOR. Such suspensions shall not exceed more than one hundred eighty (180) consecutive calendar days each nor aggregate do more than two hundred seventy (270) calendar days. Upon receiving any such notice of suspension, CONTRACTOR shall promptly suspend further performance of the Purchase Order to the extent specified, and during the period of such suspension shall properly care for and protect all work in progress and materials, supplies, and equipment CONTRACTOR has on hand for performance of the Purchase Order. CONTRACTOR shall use its best efforts to utilize its material labor and equipment in such a manner as to mitigate costs associated with suspension. DISTRICT may at any time withdraw the suspension as to all or part of the suspended performance by written notice to CONTRACTOR specifying the effective date and scope of withdrawal, and CONTRACTOR shall, on the specified date of withdrawal, resume diligent performance of the work for which the suspension is withdrawn.

If CONTRACTOR believes that any such suspension or withdrawal of suspension justifies modification of the Purchase Order price or time for performance, CONTRACTOR shall comply with the provisions set forth in Article 12, entitled CHANGES. In no event shall CONTRACTOR be entitled to any loss of prospective profits, contributions to overhead or any incidental, consequential or other damages because of such suspensions or withdrawals of suspension.

18. INDEPENDENT CONTRACTOR: CONTRACTOR shall act as an Independent Contractor and not as an agent or employee of DISTRICT and shall not contract any portion of the work without the written consent of DISTRICT.

19. GRATUITIES: DISTRICT may, by written notice to the CONTRACTOR, terminate the right of the CONTRACTOR to proceed or continue under this Purchase Order if it is found that gratuities, (in the form of entertainment, gifts, or otherwise), were offered or given by the CONTRACTOR, or any agent or representative of the CONTRACTOR to any officer or employee of the DISTRICT with a view toward securing this Purchase Order or securing favorable treatment with respect to the awarding or amending, or the making of any determinations with respect to the performing of this Purchase Order.

In the event this Purchase Order is terminated as provided in this provision, DISTRICT shall be entitled to pursue the same remedies against the CONTRACTOR as it could pursue in the event of a breach of the Purchase Order by the CONTRACTOR. The rights and remedies of DISTRICT provided in this or any other article shall not be exclusive and are in addition to any other rights and remedies provided by law or under this Purchase Order.

20. CONFIDENTIAL INFORMATION: The Documents and all other Information designated as confidential or proprietary and contents thereof are referred to as "Information." CONTRACTOR agrees to retain the Information in confidence and not to disclose it to any third party or use such Information for any other purpose, except as authorized by DISTRICT for the performance of this Purchase Order. CONTRACTOR shall not publicize the existence or scope of this Purchase Order without DISTRICT's written consent. CONTRACTOR shall require these same agreements on the part of any sub-supplier to whom the Information is disclosed.

CONTRACTOR shall return all Information and copies therefore to DISTRICT upon written request.

21. HAZARDOUS MATERIALS: CONTRACTOR shall notify DISTRICT in writing upon receipt of Purchase Order if goods furnished are subject to laws or regulations relating to hazardous or toxic substances; or when disposed of, to regulations governing hazardous wastes, or to any other environmental or safety and health regulations. CONTRACTOR shall furnish all appropriate shipping certification and instructions for shipping, safety, handling, exposure, and disposal in a form sufficiently clear for use by DISTRICT's nontechnical personnel and sufficiently specific to identify all action which the user must take concerning the material. The following certification must be made on the bill of lading: "This is to certify that the above named articles are properly classified, described, packaged, marked and labeled and are in proper condition for transportation according to any applicable transportation regulations."

22. VALIDITY OF PROVISIONS: In the event any Provision, or any part or portion of any Provision of this Purchase Order shall be held to be invalid, void or otherwise unenforceable, such holding shall not affect the remaining part or portions of that Provision or any other Provision hereof.

23. ARBITRATION: In the event that DISTRICT is required to arbitrate a dispute with a third party, which dispute arises out of this Purchase Order or is in any way connected with CONTRACTOR, CONTRACTOR agrees to join in such arbitration proceeding as DISTRICT may direct and shall submit to such jurisdiction and be finally bound by the judgment rendered in accordance with the arbitration rules as may be established therein.

24. RIGHT TO OFFSET: DISTRICT, without waiver or limitation of any rights or remedies of DISTRICT, shall be entitled from time to time to deduct from any amounts due or owing by DISTRICT to CONTRACTOR in connection with this Purchase Order (or any other Purchase Order or Contract with DISTRICT), any and all amounts owed by CONTRACTOR to DISTRICT.

25. SECURITY. If DISTRICT makes any advance or progress payment to CONTRACTOR under the Purchase Order, upon DISTRICT's request, CONTRACTOR agrees to execute a Security Agreement and Financing Statement (both in forms satisfactory to DISTRICT) granting a security interest to DISTRICT effective in all states of fabrication or manufacture, in the proceeds, raw materials and goods which are purchased, manufactured, or otherwise obtained pursuant to the Purchase Order. WHEN THIS ORDER COVERS THE SUPPLYING OF SERVICES OR SERVICES AND MATERIALS ON CONSTRUCTION PREMISES, IT IS SUBJECT TO THE FOLLOWING ADDITIONAL TERMS AND CONDITIONS, ARTICLES 26 AND 27, INCLUSIVE.

26. INSURANCE:

26.1 The insurance requirements the bidder must meet, if any, on this project are identified in the "Terms and Conditions of Bidding" and "Statement of Insurance Requirements Compliance" sections.

27. SAFETY AND HEALTH REGULATIONS: While on the premises of DISTRICT, CONTRACTOR and its employees shall comply with all applicable safety and health laws, regulations, and ordinances and with the safety, health and plant regulations of DISTRICT, and shall ensure that all of its employees and agents have a safe place of work on said premises. CONTRACTOR shall keep said premises and the vicinity thereof clean of debris and rubbish caused by its work and, upon completion of its work, shall leave the premises clean and ready for use. Upon request of DISTRICT, and at no cost or expense to DISTRICT, CONTRACTOR shall promptly remove from said premises any person under the control of CONTRACTOR who violates any of the aforesaid safety, health, or plant laws, regulations, ordinances or rules or who may cause or threaten to cause a breach of the peace, or who is otherwise objectionable to DISTRICT.

28. ESCALATION CLAUSE: CONTRACTOR may not increase any unit or lump sum pricing during the term of the contract except as provided hereinafter. Prices are to remain firm for an initial period of 120 days after bid

award. Thereafter, prices may be changed upward or downward as to the cost of the product being offered. CONTRACTOR may increase pricing based upon the documented unexpected or extra ordinary price increases (escalations) from suppliers or sub-Contractors. Prior to delivery and billing for such escalations, the CONTRACTOR must notify the DISTRICT in writing of the adjusted pricing and provide written documentation for the amount of any such escalation. Such documentation shall consist of invoices, quotes, and/or price increase notifications from suppliers of sub-Contractors. In no case shall the CONTRACTOR's fixed profit margin as established by the original contract amount increase due to escalations during the term of the contract. Products or services subject to escalation shall not be delivered or billed until written confirmation and acceptance of the adjusted pricing has been received from the DISTRICT. This clause shall only be applicable to such goods and services as the DISTRICT shall in writing so designate as subject to escalation.

29. FEDERALLY REQUIRED CERTIFICATIONS AND CLAUSES: Bids for goods and services purchase with federal funding may require the inclusion of additional federally required clauses and certifications. When required, said certifications and clauses shall be considered a part of this contract.

BIDDER'S CHECKLIST

Name of Bidder: _____
(Contractor's Legal Name)

Did You:

- _____ Send a properly completed Acknowledgement form immediately after receiving the Contract Documents and before bid opening.
- _____ Include with your bid the following properly completed, accurate copies of the following documents in the following order using the forms included in the Contract Documents:
 - _____ Bidder's Check List
 - _____ Proposal and Bid Schedule
 - _____ Acknowledgement of each addendum issued by the District, if any, with signed and dated acknowledgement page.
 - _____ Executed Bid Bond
 - _____ Non-Collusion Affidavit
 - _____ Statement of Compliance
 - _____ Statement of Insurance Requirements Compliance
 - _____ Hazardous and Toxic Substances Disclosure Requirements
 - _____ Executed Bidder's Signature Page
- _____ Affix a properly completed, signed and accurate Bid Label using the form included in the Contract Documents to the sealed cover of your bid.
- _____ Arrange to have the sealed bid delivered to the **Las Gallinas Valley Sanitary District** offices at **300 Smith Ranch Road, California 94903** before the time and day specified on the Notice Inviting Sealed Bids.

PROPOSAL AND BID SCHEDULE

TO THE BOARD OF DIRECTORS OF THE LAS GALLINAS VALLEY SANITARY DISTRICT:

Pursuant to the Notice Inviting Sealed Bids for the TOWABLE 4" & 8" EMERGENCY PUMPS, the person signing the bidder's signature page contained in this proposal binds the entity listed on the bidder's signature page to submit complete, executed copy of the AGREEMENT FOR PURCHASE OF MATERIALS AND EQUIPMENT within seven (7) calendar days of receiving written Notice of Award of the project, and to fully perform the project by the time for completion specified in the Contract Documents for the price specified in the bid schedule below in accordance with the terms of the Contract Documents and applicable law. This proposal cover page and bid schedule will be included as part of the AGREEMENT FOR PURCHASE OF MATERIALS AND EQUIPMENT in accordance with the Contract Documents.

This bid includes properly completed, accurate copies of all of the documents listed in the Bidder's Check List included in the Contract Documents in the order listed in the Bidder's Check List and using the forms included in the Contract Documents. This bid includes copies of each of the following addenda issued by the District. Each addendum has been signed and dated to confirm receipt on behalf of the entity listed on the bidder's signature page.

Addendum No. 1 dated _____	Addendum No. 2 dated _____
Addendum No. 3 dated _____	Addendum No. 4 dated _____
Addendum No. 5 dated _____	Addendum No. 6 dated _____

SCHEDULE OF LUMP SUM BID ITEMS:

1. One (1) 4"x4" HEAVY DUTY TRASH PUMP, consisting of 4"x4" Godwin CD103m Dri-Prime, Critically Silenced, Open Automatic Self-Priming to 28' Suction Lift, Trash Pump with: Dry Running Oil Bath Mechanical Seal; PrimeGuard 2 Auto Controller; Maximum 3" Solids Handling Size; Driven by Isuzu 4LE2T T4F (Tier 4 Final Engine) Diesel Engine; Mounted on a GL5 Trailer with 80 Gallon Integral Fuel Tank; Sound Attenuated Enclosure and Lifting Bracket; Cast Steel Impeller; or approved equal, including freight charges and taxes, at the Lump Sum Price of:

\$ _____
(In figures)

2. One (1) 8"x6" HEAVY DUTY TRASH PUMP, consisting 8"x6" Godwin CD180m Dri-Prime, Critically Silenced, Open Automatic Self-Priming to 28' Suction Lift, Trash Pump with: Dry Running Oil Bath Mechanical Seal; PrimeGuard 2 Auto Controller; Maximum 3" Solids Handling Size; Driven by John Deere 4045HFC04 T4F (Tier 4 Final Engine) Diesel Engine; Mounted on a GL12 Trailer with 195 Gallon Integral Fuel Tank; Sound Attenuated Enclosure and Lifting Bracket; Cast Steel Impeller; or approved equal, including freight charges and taxes, at the Lump Sum Price of:

\$ _____
(In figures)

TOTAL BASE BID, BASIS OF AWARD (SUM OF BID ITEMS 1 and 2):

\$ _____
(In figures)

BID BOND

(NOTE: Bidders must use this form, or use of any other bid bond form may render a bid non-responsive)

KNOW ALL MEN BY THESE PRESENTS:

That we, as PRINCIPAL, and _____, a (sole proprietorship /corporation/partnership/joint venture) organized and existing under and by virtue of the laws of the State of _____ and an admitted surety insurer authorized to do business in the State of California, as SURETY, are held and firmly bound unto the Las Gallinas Valley Sanitary District, as OBLIGEE, in a penal sum equal to ten-percent (10%) the total bid price including the base bid and alternates specified in the proposal of the PRINCIPAL, to the OBLIGEE for the work described below, which penal sum is _____ (\$ _____) lawful money of the United States of America, for the payment of which sum well and truly to be made, we, and each of us, bind ourselves, our heirs, executors, administrators, successors, and assigns, jointly and severally, firmly by these presents.

THE CONDITION OF THIS OBLIGATION IS SUCH that whereas the PRINCIPAL has submitted the accompanying proposal dated _____, _____ to the OBLIGEE, for the TOWABLE 4" & 8" EMERGENCY PUMPS.

NOW THEREFORE, if the PRINCIPAL shall not withdraw said proposal within the ninety (90) day period following the opening of bids, and if the PRINCIPAL receives written notice that the TOWABLE 4" & 8" EMERGENCY PUMPS, is awarded to the PRINCIPAL and shall, within Seven (7) calendar days of receiving such notice: enter into a written contract with the OBLIGEE in the form prescribed in the Contract Documents issued by the OBLIGEE concerning the TOWABLE 4" & 8" EMERGENCY PUMPS; and give insurance and bond with good and sufficient sureties guaranteeing the faithful performance and proper fulfillment of such contract and guaranteeing payment for labor and materials used for performance of the contract as required by law; and file with the OBLIGEE all required documents and do all other thing required in accordance with the Contract Documents issued by the OBLIGEE concerning the TOWABLE 4" & 8" EMERGENCY PUMPS, for the contract between the PRINCIPAL and the OBLIGEE to become effective and for work to commence in accordance with the Contract Documents issued by the OBLIGEE concerning the TOWABLE 4" & 8" EMERGENCY PUMPS, or, in the event of withdrawal of the accompanying proposal within the ninety (90) day period following the opening of bids; or failure by the PRINCIPAL to enter into such contract with the OBLIGEE or to give the OBLIGEE such bonds or to file any other documents or to do any other things required in the Contract Documents issued by the OBLIGEE for the TOWABLE 4" & 8" EMERGENCY PUMPS, if the PRINCIPAL shall pay the OBLIGEE the difference between the total bid price in the accompanying proposal and the amount for which the OBLIGEE may procure the required performance, if the latter amount be in excess of the former, together with all costs incurred by the OBLIGEE in again attempting to let the TOWABLE 4" & 8" EMERGENCY PUMPS and if the said PRINCIPAL shall fully reimburse and save harmless the OBLIGEE from any damage sustained by the OBLIGEE through failure of the PRINCIPAL to enter into the written contract or to file the required performance or labor and material bonds, or to file any other required documents or to do any other things required for the contract between the PRINCIPAL and the OBLIGEE to become effective and the work to commence in accordance with the Contract Documents issued by the OBLIGEE concerning the TOWABLE 4" & 8" EMERGENCY PUMPS, then this obligation shall be null and void; otherwise, it shall be and remain in full force and effect.

SURETY, for value received, hereby stipulates and agrees that no change, extension of time, alteration or addition to the terms of the bid or contract for the TOWABLE 4" & 8" EMERGENCY PUMPS, or to the specifications included in the same, or to the work to be performed there under, or to the notice to bidders, or to any other

documents concerning the TOWABLE 4" & 8" EMERGENCY PUMPS, shall in anywise affect SURETY's obligation under this bond, and SURETY hereby waives notice of any such change, extension of time, alteration or addition to such bid or contract.

In the event suit is brought upon this bond by the OBLIGEE and judgment is recovered, the SURETY shall pay all costs incurred by the OBLIGEE in such suit, including a reasonable attorney's fee to be fixed by the Court.

IN WITNESS WHEREOF, the above-bound parties have executed this instrument under their several seals this _____ day of _____, _____, the name and corporate seals of each corporate party being hereto affixed and these presents duly signed by their undersigned representatives, pursuant to authority of their governing bodies.

(Corporate Seal) PRINCIPAL _____

By _____

(Acknowledgement) Title _____

(Corporate Seal) SURETY _____

By _____
(Attorney-in-fact)

(Acknowledgement) Title _____

(NOTE TO SURETY COMPANY: A certified copy of unrevoked resolution of authority for the attorney-in-fact must be submitted with and attached to the executed bid bond.)

NON-COLLUSION AFFIDAVIT

TO BE EXECUTED BY BIDDER
AND SUBMITTED WITH BID

STATE OF CALIFORNIA)
)
COUNTY OF _____)

_____, being first duly sworn, deposes and says that he or she is _____ of _____, 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 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 or 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.

Signature of Bidder

(Acknowledgement)

Subscribed and sworn before me by _____, this _____ day of _____, _____.

(SEAL)

Notary Public

STATEMENT OF COMPLIANCE

Bidder shall read all attachments and instructions carefully. Failure to completely become familiar with all attachments and notes will not be deemed just cause for claims or errors.

Any EXCEPTIONS to specifications, individual data sheets, drawings, terms and conditions or any other documents forming part of this Notice Inviting Sealed Bids must be clearly defined and set forth in Bidder's response on this form. To be considered for an award, the Bidder must certify to either A or B below and explain exceptions, if any, on this form (and attachments, if needed).

A. This bid is in exact accordance with the specifications, drawings, terms and conditions and other requirements of this Invitation to Bid with NO EXCEPTIONS."

*** OR ***

B. "This bid is in exact accordance with the specifications, drawings terms and conditions and other requirements of this Notice Inviting Sealed Bids with the EXCEPTIONS listed below:" (List the number of the specification excepted and in detail explain the exception. Add additional pages if necessary.)

Paragraph/Specification Section and details of exception:

1. _____
2. _____
3. _____

Bidder's Signature

Bidder's Trade Name (Company, Individual, etc.)

Date Signed

STATEMENT OF INSURANCE REQUIREMENTS COMPLIANCE

Contractor shall procure and maintain for the duration of the contract insurance against claims for injuries to persons or damages to property which may arise from or in connection with products and materials supplied to the District. The cost of such insurance shall be borne by the Contractor.

MINIMUM SCOPE AND LIMIT OF INSURANCE

Coverage shall be at least as broad as Insurance Services Office Commercial General Liability coverage (occurrence Form CG 00 01) and include products coverage.

Minimum Limits of Insurance

Contractor shall maintain limits no less than \$1,000,000 per occurrence for bodily injury and property damage, and an aggregate limit of \$2,000,000.

If the Contractor maintains higher limits than the minimums shown above, the District requires and shall be entitled to coverage for the higher limits maintained by the contractor.

Deductibles and Self-Insured Retentions

Any deductibles or self-insured retentions must be declared to and approved by the District. At the option of the District, either: the Contractor shall obtain coverage to reduce or eliminate such deductibles or self-insured retentions as respects the District, its officers, officials, employees, and volunteers; or the Contractor shall provide a financial guarantee satisfactory to the District guaranteeing payment of losses and related investigations, claim administration, and defense expenses.

Other Insurance Provisions

The policy or policies are to contain, or be endorsed to contain, the following provisions:

1. The District, its officers, officials, employees, and volunteers are to be covered as additional insureds as respects products of the Contractor.
2. The Contractor's insurance coverage shall be primary insurance as respects the District, its officers, officials, employees and volunteers. Any insurance or self-insurance maintained by the District, its officers, officials, employees or volunteers, shall be excess of the Contractor's insurance and shall not contribute with it.
3. Each insurance policy required by this clause shall state that coverage shall not be canceled, except after thirty (30) days prior written notice has been provided to the District.

Acceptability of Insurers

Insurance is to be placed with insurers with a current A.M. Best's rating of no less than A:VII, unless otherwise acceptable to the District.

Verification of Coverage

Contractor shall furnish the District with original certificates and amendatory endorsements or copies of the applicable policy language providing the insurance coverage required above. All certificates and endorsements are to be received and approved by the District before work commences. However, failure to obtain the required documents prior to the work beginning shall not waive the Contractor's obligation to provide them. The District reserves the right to require complete, certified copies of all required insurance policies, including endorsements required by these specifications, at any time.

Waiver of Subrogation

Contractor hereby grants to District a waiver of any right to subrogation which any insurer of said Contractor may acquire against the District by virtue of the payment of any loss under such insurance. Contractor agrees to obtain any endorsement that may be necessary to effectuate this waiver of subrogation, but this provision applies regardless of whether or not the District has received a waiver of subrogation endorsement from the insurer

Special Risks or Circumstances

District reserves the right to modify these requirements at any time, including limits, based on the nature of the risk, prior experience, insurer, coverage, or other special circumstances.

Bidder's Signature

Bidder's Trade Name (Company, Individual, etc.)

Date Signed

HAZARDOUS AND TOXIC SUBSTANCES DISCLOSURE REQUIREMENTS

The Occupational Safety and Health Act (OSHA) of 1970, and OSHA regulation 29 CFR 1910.1200 contain hazardous and toxic substances reporting requirements. CONTRACTOR shall be required to provide the following documents, as applicable, to DISTRICT at the time of the purchase order award, if possible, but not later than ten (30) days thereafter. A copy of the Material Safety Data Sheet, Form OSHA-20 or equivalent, must accompany each shipment of hazardous or toxic substances to the DISTRICT. The following documents may be required for more than one item within the purchase order.

Material Safety Data Sheet, Form OSHA-20

The Material Safety Data Sheet, Form OSHA-20 or equivalent, is required for each material containing a chemical substance which: (i) is regulated by any Federal law or rule, (ii) is listed in the latest edition of the National Institute for Occupational Safety and Health Registry of Toxic Effects of Chemical Substances, (iii) testing has yielded positive evidence of an acute or chronic health hazard, or (iv) has a Material Safety Data Sheet available to the CONTRACTOR indicating that the material may pose a hazard to human health.

CONTRACTOR may alternatively submit a disclaimer statement set forth below:

HAZARDOUS AND TOXIC SUBSTANCES DISCLAIMER

The CONTRACTOR hereby swears or affirms that the material furnished on this purchase order does not, to its best knowledge, contain any toxic substances or harmful physical agents as defined under 29 CFR 1910-1200. In the event CONTRACTOR discovers that such hazardous and toxic substances or agents are to be supplied, an appropriate Material Safety Data Sheet, Form OSHA-20 or equivalent, shall be immediately supplied to the DISTRICT.

Bidder's Signature

Date Signed

Bidder's Trade Name (Company, Individual, etc.)

Non-compliance

CONTRACTOR assumes all responsibility for its failure to supply DISTRICT a completed Material Safety Data Sheet, Form OSHA-20 or equivalent, or a CONTRACTOR Disclaimer Statement, as applicable.

Change Orders

Change orders which increase or decrease quantities or cancel items do not require the CONTRACTOR to submit additional Material Safety Sheets, Form OSHA-20 or equivalent or Disclaimer Statements. However, CONTRACTOR shall submit a new Material Safety Data Sheet, Form OSHA-20 or equivalent, or a new Disclaimer Statement for all items which are revised or added by a change order within ten (10) days after receipt of the change order unless waived in writing by the DISTRICT.

BIDDER'S SIGNATURE PAGE

By my signature on this proposal I certify, under penalty of perjury under the laws of the State of California, that the information submitted with this proposal for the TOWABLE 4" & 8" EMERGENCY PUMPS, which information includes, but is not limited to, the Bidder's Check List, Proposal and Bid Schedule, Acknowledgement of Bid Addenda, Bid Bond, Non-Collusion Affidavit, Statement of Compliance, Statement of Insurance Requirements Compliance, Hazardous and Toxic Substances Disclosure Requirements, and Bid Label are accurate, true and correct, and are submitted in accordance with the requirements of the Contract Documents issued by the Las Gallinas Valley Sanitary District concerning the TOWABLE 4" & 8" EMERGENCY PUMPS, and applicable law. By my signature on this proposal I further certify that I am legally authorized to bind the bidder in accordance with the requirements of the Contract Documents.

Date: _____

Typed or Printed Name: _____

Signature: _____

Bidder: _____

Bidder Business Address (Street, City, State and Zip Code)

Bidder Business Phone No.: _____

Bidder Business Fax No.: _____

Bidder Email Address: _____

BID LABEL

Sealed bid for the TOWABLE 4" & 8" EMERGENCY PUMPS

Bidder: _____

Bidder Business Address (Street, City, State and Zip Code)

Bidder Business Phone No.: _____

Bidder Business Fax No.: _____

Bidder Email Address: _____

AGREEMENT FOR PURCHASE OF MATERIALS AND EQUIPMENT
(THIS FORM MUST BE SIGNED BY AN AUTHORIZED OFFICIAL AFTER THE AWARD OF A CONTRACT BY THE DISTRICT.)

TOWABLE 4" & 8" EMERGENCY PUMPS
(JOB NOS. 18300-06 & 18300-07)

THIS AGREEMENT, made this ____ day of _____, _____ by and between _____ whose address is _____, hereinafter referred to as the "Contractor", and **LAS GALLINAS VALLEY SANITARY DISTRICT**, hereinafter referred to as "District".

WITNESSETH:

IN CONSIDERATION of the mutual covenants and conditions herein contained, the parties do hereby agree as follows:

1. General

That for and in consideration of the payments and agreements hereinafter mentioned, to be made and performed by the District, the Contractor hereby agrees with the District to provide TOWABLE 4" & 8" EMERGENCY PUMPS under the terms as stated in the specifications and Contract Documents consisting of the Notice Inviting Sealed Bids, Instruction to Bidders, Terms and Conditions of Purchase, and Technical Specifications as prepared by the District, together with the Contractor's Proposal and Bid Schedule, as accepted by the District, and all attachments and required Bidder Certifications, all of which are hereby incorporated by reference, made a part of, and which collectively evidence and constitute the entire contract.

2. Assignment

The Contractor shall not assign or sublet this contract or any part thereof without the written consent of the District.

3. Purchase Order

A District Purchase Order will be issued to Contractor, the terms and conditions of which shall be incorporated by reference herein to the Agreement, and made a part hereof. Should a conflict arise between the terms of this contract and the Purchase Order, the terms and conditions of this Agreement shall prevail unless otherwise modified by mutual consent in writing.

4. Contract Price

As full compensation in consideration of completion of the project work in accordance with the Contract Documents and in consideration of the fulfillment of all of the Contractor's obligations under the Contract Documents, the District will pay the Contractor in lawful money of the United States the total price of _____ as specified in the Contractor's completed Bid Schedule dated _____, and attached to and incorporated in this agreement. Payment to the Contractor under this agreement will be for project work actually performed in accordance with the Contract Documents and will be made in accordance with the requirements of the Contract Documents and applicable law. The District will have no obligation to pay the Contractor any amount in excess of the Contract Price unless this agreement is first modified in accordance with its terms. The District's obligation to pay the Contractor under this agreement is subject to and may be offset by charges that may apply to the Contractor under this agreement. Such

charges include but are not limited to, charges for liquidated damages and/or substitute performance in accordance with the Contract Documents.

5. Place of Performance

This contract is deemed to be entered into and performed at 300 Smith Ranch Rd., San Rafael, California, 94903.

6. Venue

Venue for any action of any nature regarding this Agreement shall be in Superior Court in the County of Marin.

7. Attorneys' Fees

If any party to this contract resorts to an action or arbitration to enforce or interpret any provision of this contract, the prevailing party shall be entitled to recover reasonable attorneys' fees in addition to any other relief to which that party may be entitled.

8. Severability

If any term of this contract is held by a court of competent jurisdiction to be void or unenforceable, the remainder of the contract terms shall remain in full force and effect and shall not be affected.

9. Entire Agreement

This contract supersedes any and all other agreements, whether oral or in writing, between the parties with respect to the subject of this contract. Except as to those documents specifically incorporated by reference into this contract, this contract contains all of the covenants and agreements between the parties with respect to the subject of this contract, and each party acknowledges that no representations, inducements, promises, or agreements have been made by or on behalf of any party except the covenants and agreements embodied in this contract. No agreement, statement, or promise not contained in this contract shall be valid or binding on the parties with respect to the subject of this contract.

IN WITNESS WHEREOF, the parties have hereunto set their hands the day and year first above written.

LAS GALLINAS VALLEY SANITARY DISTRICT

By _____
Chris DeGabriele, General Manager Date

(Contractor)

Signature Date

By _____
Print Name Title

(THIS FORM MUST BE SIGNED BY AN AUTHORIZED OFFICIAL AFTER THE AWARD OF CONTRACT BY THE DISTRICT.)

TECHNICAL SPECIFICATIONS

TOWABLE 4" & 8" EMERGENCY PUMP SETS

PART 1 – GENERAL

1.1 PROJECT SCOPE

- 1.1.1 Requirements for providing 4" and 8" (2 total) towable emergency back-up trash pumps.
- 1.1.2 The pump shall be delivered to the DISTRICT within **12 weeks** of contract commencement or as stated in the Notice to Proceed.

1.2 GENERAL

- 1.2.1 The specifications herein state the minimum requirements of the DISTRICT. All bids must be regular in every respect. Unauthorized conditions, limitations, or provisions shall be cause for rejection. The DISTRICT may consider as "irregular" or "non-responsive," any bid not prepared and submitted in accordance with the bid documents and specification, or any bid lacking sufficient technical literature to enable the DISTRICT to make a reasonable determination of compliance to the specification. It shall be the bidder's responsibility to carefully examine each item of the specification. Failure to offer a completed bid or failure to respond to each section of the technical specification (exception yes or no) will cause the proposal to be rejected, without review, as "non-responsive". All variances, exceptions, and/or deviations shall be fully described in the appropriate section; deceit in responding to the specification will be cause for rejection.
- 1.2.2 EQUIVALENT PRODUCT: Bids will be accepted for consideration on any make and model that is equal to or superior to the specified:
 - 1. 4" Pump: **Godwin Dri-Prime® CD103M** (4" x 4") Trailer Mounted Pump, Dri-Prime, Critically Silenced, Open Automatic Self-Priming to 28' Suction Lift, Trash Pump with: Dry Running Oil Bath Mechanical Seal; PrimeGuard 2 Auto Controller; Maximum 3" Solids Handling Size; Driven by Isuzu 4LE2T T4F (Tier 4 Final Engine) Diesel Engine; Mounted on a GL5 Trailer with 80 Gallon Integral Fuel Tank; Sound Attenuated Enclosure and Lifting Bracket; Cast Steel Impeller; or approved equal, as interpreted by the DISTRICT.
 - 2. 8" Pump: **Godwin Dri-Prime® CD180M** (8" x 6") Trailer Mounted Pump, Dri-Prime, Critically Silenced, Open Automatic Self-Priming to 28' Suction Lift, Trash Pump with: Dry Running Oil Bath Mechanical Seal; PrimeGuard 2 Auto Controller; Maximum 3" Solids Handling Size; Driven by John Deere 4045HFC04 T4F (Tier 4 Final Engine) Diesel Engine; Mounted on a GL12 Trailer with 195 Gallon Integral Fuel Tank; Sound Attenuated Enclosure and Lifting Bracket; Cast Steel Impeller; or approved equal, as interpreted by the DISTRICT.

3. A blanket statement that equipment proposed will meet all requirements will not be sufficient to establish equivalence, but will require an explanation at each deviation or substitution.

1.2.3 INTERPRETATIONS: In order to be fair to all bidders no oral interpretations will be given to any bidder as to the meaning of the specifications documents or any part thereof. Every request for consideration shall be made in writing to the DISTRICT. Based on written inquiry the DISTRICT may choose to issue an Addendum in accordance with Local Public Contract Laws.

1.2.4 GENERAL SPECIFICATIONS: Units described shall be new, unused and of the current year's production. The style of pump being bid must be in production for a minimum of **5 years** (include user's list). Unit shall be of the latest design and in current production, completely serviced, ready for work, and shall include all standard and optional equipment as specified herein. All bidders must have the ability to demonstrate the unit they are bidding prior to bid date.

1.2.5 Bidders must have a fully stocked parts and service facility within **50 miles** of the DISTRICT wastewater treatment plant located at 300 Smith Ranch Road, San Rafael, CA 94903. The DISTRICT shall have the right to inspect the office and shall be the sole judge of its adequacy to fulfill this requirement.

1.2.6 Bidders, at the request of the DISTRICT, must be prepared to review their specifications with the DISTRICT and if requested must also be prepared to provide a trial unit for the convenience of the DISTRICT. These services, if needed are considered as part of the bidder's proposal and will be provided without cost or obligation to the DISTRICT.

1.3 DESIGN REQUIREMENTS

1.3.1 The pump specified in this section will be used to pump raw sewage.

1.3.2 The pump, diesel engine and accessories shall be supplied by the pump manufacturer.

1.3.3 Pump shall be fitted with a fully automatic priming system capable of repeated priming from a completely dry pump casing.

1.3.4 The priming system shall not use a vacuum or diaphragm pump, nor require the use of a "Foot" type valve. It shall contain no moving parts or protective float gear. A demonstration of the pumps ability to repeatedly cycle from "pump/snore/re-prime/pump" shall be required.

1.3.5 The diesel engine driven pump unit shall be mounted on trailers with tires that can be towed on the road at 50 mph and shall be wired for over the road usage, per applicable Department of Transportation Standards.

1.3.6 Pump and priming system shall be fully automatic, needing no form of adjustment or manual addition of water for the priming system. The pump shall be capable of static suction lifts to **28 feet**, vertical, at sea level. It shall also be capable of operation using extended suction lines.

1.3.7 Equipment acceptance shall be contingent upon its ability to run in a completely dry condition for periods

up to 24 continuous hours at full speed. This requires the draining of all residual water to initiate a dry suction starting condition. A demonstration may be required by the DISTRICT.

1.4 DESIGN REQUIREMENTS

1.4.1 4" Pump Set:

OPERATING SPEED (MAXIMUM)	2200 RPM
MAXIMUM SOLIDS HANDLING SIZE	3.0 INCHES
IMPELLER DIAMETER	256 mm
SUCTION SIZE	4 INCHES
DISCHARGE SIZE	4 INCHES
MAXIMUM SUCTION LIFT	28 FEET
MAXIMUM DUTY POINT	700 GPM AT 140 FT TDH (INCLUDING A 15 FT DYNAMIC SUCTION LIFT)
SECOND DUTY POINT	500 GPM AT 90 FT TDH (INCLUDING A 25 FT DYNAMIC SUCTION LIFT)

1.4.2 8" Pump Set:

OPERATING SPEED (MAXIMUM)	2000 RPM
MAXIMUM SOLIDS HANDLING SIZE	3.0 INCHES
IMPELLER DIAMETER	356 mm
SUCTION SIZE	8 INCHES
DISCHARGE SIZE	6 INCHES
MAXIMUM SUCTION LIFT	28 FEET
PUMP SHUT-OFF HEAD	258 FEET
MAXIMUM DUTY POINT	1400 GPM AT 210 FT TDH (INCLUDING A 15 FT DYNAMIC SUCTION LIFT)
SECOND DUTY POINT	1100 GPM AT 200 FT TDH (INCLUDING A 25 FT DYNAMIC SUCTION LIFT)

1.5 REFERENCES

1.5.1 ANSI (16.5) - Standard for Cast Iron Pipe Flanges and Flanged Fittings.

PART 2 – PRODUCTS

2.1 ACCEPTABLE MANUFACTURERS

2.1.1 The pumps shall be manufactured by GODWIN PUMPS, Bridgeport, New Jersey, or approved equal.

2.2 EQUIPMENT

- (1) CASING, SUCTION COVER, AND SEPARATION TANK: Pump casting shall be Class 30 cast iron. It shall be constructed so that the suction flow path is in axial alignment with the impeller eye. There shall be no turns, chambers or valves between the suction line (inlet) and the impeller.
- (2) IMPELLERS: The pump impeller shall be of open non-clog type with pump out vanes on the back shroud. The impeller shall be Two-bladed of hardened cast chromium steel construction. Shrouded or semi-shrouded (non-clog) impellers will not be accepted.
- (3) WEARPLATES: Shall be fully adjustable and replaceable, fabricated of cast iron. Wearplate clearances shall have no relationship to the ability of the pump to achieve a prime. The pump wearplates shall be of a diameter equal to or greater than the impeller diameter to insure maximum protection to the pump casing. Under no circumstances will wear rings be accepted.
- (4) BEARINGS AND SHAFTS: Pump shall be fitted with a bearing bracket which contains the shaft and heavy duty ball or tapered roller bearings of adequate size to withstand imposed loads. Minimum I.S.O. L10 bearing life to be 100,000 hours. Impeller shafts shall be of 1½ % chromium alloy and have a minimum diameter of 60mm at the pump seal.
- (5) SEALS: Seals shall be high pressure, mechanical self-adjusting type with silicon carbide faces capable of withstanding suction pressures to 100 psi. The mechanical seal shall be cooled and lubricated in an oil bath reservoir, requiring no maintenance or adjustment. Pump shall be capable of running dry, with no damage, for periods up to 24 hours. All metal parts shall be of stainless steel. Elastomers shall be Viton.
- (6) PUMP SUCTION AND DISCHARGE FLANGES: Shall be cast iron ANSI (B16.1) Class 150, flat faced.
- (7) PUMP GASKETS: Shall be compressed Teflon.
- (8) PUMP O-RINGS: Shall be Viton.
- (9) PRIMING SYSTEM: Automatic priming system incorporates a twin-cylinder compressor and air ejector assembly, no vacuum pump. The compressor shall be installed on the engine auxiliary drive and shall be gear driven, lubricated and cooled from the engine. The priming system shall require no fail-safe protection float gear or any adjusting at high or low suction lifts. Pumps with self-priming chambers modified with vacuum priming systems shall not be accepted as equal. The pump must be capable of running totally dry for periods up to 24 hours, then re-priming and returning to normal pumping volumes. Pump and priming system is capable of priming the pump from a completely dry pump casing. The pump shall be capable of static suction lifts to 28 vertical feet, at sea level. It shall also be capable of operation using extended suction lines. Equipment acceptance shall be contingent upon the pump's ability to run continuously at full speed in a completely dry condition for periods up to 24 hours. The DISTRICT may require a demonstration.

CHECK VALVE: Pump shall be supplied with an integral ductile iron swing type check valve mounted on the discharge flange of the pump, allowing unrestricted flow into the impeller. The check valve shall prevent in-line return of flow when the pump is shut off. Non-return valve elastomers shall be Buna-N Rubber, and shall be field replaceable.

- (10) DRIVE UNIT: The drive unit shall be a diesel, water-cooled engine. The engine shall drive the pump by use of a direct-connected intermediate drive plate. Starter shall be 12VDC. A control panel consisting of a low oil pressure safety shutdown, high temperature shutdown, tachometer, and hour-meter shall be integrated into the engine control panel. Unit shall include a tachometer and an hour meter. Battery shall have 180 amp hour rating.
 - a. **4' PUMP SET:** Drive unit shall be a water-cooled **Isuzu 4LE2T**, rated at 37 HP (continuous) at 2,000 RPM, or equal, EPA Final Tier 4 (FT4) Certified diesel engine. A certified continuous duty engine curve shall be supplied to the DISTRICT.
 - b. **8' PUMP SET:** Drive unit shall be a water-cooled **John Deere 4045HFC04** or equal, rated at 134 HP (continuous) at 2,000 RPM, or equal, EPA Final Tier 4 (FT4) Certified diesel engine. A certified continuous duty engine curve shall be supplied to the DISTRICT.
- (11) ENGINE CONTROL PANEL: Engine speed shall be adjustable to operate the pump between maximum and minimum design operation speeds in manual mode.
- (12) GOVERNOR: Governor shall be mechanical type. Engine speed shall be adjustable to operate the pump between maximum and minimum design operation speeds.
- (13) FUEL TANK: Integral trailer fuel tank capacity shall be sufficient to provide at least 24 hours of operating time at full load. The engine shall be capable of operating satisfactorily on a commercial grade of distilled No. 2 fuel oil.
- (14) EXHAUST: Exhaust system shall include muffler and silencer of suitable size.
- (15) TRAILER: TRAILER: The pump and engine shall be mounted on a twin axle trailer with Pintle type hitch. Tires and axles with heavy duty suspension springs and shock absorbers shall be adequately sized for the required load range ratings. Trailers shall be equipped with running lights, stop lights, license plate holder with light, electric braking system, fenders, front and rear support stands, lifting bar, safety chains, side and rear reflectors and a receptacle for towing vehicle. Trailer design shall be in compliance with applicable DOT regulations.
- (16) FACTORY PAINTING: Pump, engine, base, and trailer shall be shop primed and finish painted at the place of manufacturer. Materials and thickness for priming shall be in accordance with manufacturer's standards.

- (17) **CRITICAL SILENCED ENCLOSURE:** The engine and pump units shall be completely enclosed with 14 gauge sheet metal panels backed with one inch and two-inch layers of polydamp acoustical sound deadening material. The acoustical enclosure shall reduce pump and engine noise to 70 dBA or less at a distance 30 feet. The pump enclosure shall be a "clam shell" style enclosure for easy access to engine and pump end for maintenance.

2.3 ENGINE CONTROL SPECIFICATION

2.3.1 The engine shall be started, stopped, and controlled by a **PrimeGuard 2** high performance, state-of-the-art digital controller as supplied by Godwin Pumps, or approved equal. The Controller shall be weatherproof enclosed, and contain an external, weatherproof, 12-position keypad accessible without the need to remove or open any protective cover or enclosure. It shall be designed to start/stop the engine at a signal supplied by high- and low-level floats or a 4-20 mA transducer. The control panel shall provide the following functions without modification, factory recalibration, or change of chips or boards by simply accessing the keypad:

- (1) The keypad shall be a capacitive, touch-sensing system. No mechanical switches will be acceptable. The keypad shall operate in extreme temperatures, through ice, snow, mud, grease, etc., and maintain complete weather-tight sealing
- (2) During periods of inactivity the unit shall conserve energy and go to "sleep" (115mA parasitic battery draw).
- (3) The controller shall function interchangeably from float switches, pressure switch, or transducer, as well as manual start/stop by selection at the keypad. No other equipment or hardware changes are required.
- (4) The controller shall be capable of varying the engine speed to maintain a constant level in a process without a change to the panel other than via the keypad.
- (5) The controller can be programmed to start and stop the pump set up to three times daily or three times a week (i.e. a start, exercise cycle on three separate times for a varying length of time all via the keypad).
- (6) Manual-Automatic Button
 - a. In Manual Mode, the "Start" button starts the engine and runs until "Stop" is pressed or an emergency shutdown occurs.
 - b. In Automatic Mode, start/stop sequencing is initiated by either one (1) high-level N/O and one (1) low-level N/C narrow angle float switches, a 4-20mA transducer, a signal from a digital input, or a single analog 4-20mA speed reference. As a backup, the controller shall also have the option to operate off a transducer with one (1) high-level N/O narrow angle float switch.

- (7) The controller shall integrate the engine safety shut-off for low-oil temperature and high-temperature, and provide over-speed protection.
- (8) The controller shall include standard, field-adjustable parameters for engine cycle crank timer, shutdown time delay, warm-up time delay, and cool-down time delay.
- (9) The controller shall have two circuit boards, one for the control board and one capacitive touch keypad board. The capacitive keypad circuit boards has eight (8) available relays that can be programmable to output desired parameter on the display and to be used as dry-contacts for communication with City/Municipality SCADA systems. All via the key play without changing relays, chips, printed circuits, or any hardware or software.
- (10) Standard components shall consist of (6) digital inputs, (8) analog inputs, (1) magnetic pick-up input, (6) 10-amp form "C" relays, (2) 20-amp form "C" relays, (1) RS485 port, (1) J1939 port, and (1) 3.8in 320x240 pixel QVGA full graphic LCD display with backlight, (1) 12 position keypad, LED lamps for visual indication of shutdown (red), warning (amber) and power (green).
- (11) The industrially-hardened controller shall withstand vibration of 3g, 3 axis, frequency swept 5-2000 Hz, in an operating temperature range of -40° to 185°F (-40° to 85°C) and an operating humidity range of 0-70% non-condensing at 85°C.

2.4 ACCESSORIES

2.4.1 FIELD SMART TECHNOLOGY: The unit shall be equipped with Field Smart Technology (FST) integrated with the controller, or approved equal. Field Smart shall allow remote communication with the pump set via password protected cloud-based webserver. FST shall have the ability to communicate anywhere in the world and offer 3 modes of communication—GPS, Cellular, Satellite. FST shall allow the unit to be started, stopped, and vary the speed from the web hosted platform and transmit the following data at a minimum:

- (1) Timestamp
- (2) Engine hours
- (3) Engine on/off
- (4) Engine Temp
- (5) Battery Voltage
- (6) RPM
- (7) Oil Pressure

FST shall read data from the controller and, on electronic engines, directly from the ECU. All Data shall be recorded in one minute intervals and available for download. The web hosted platform shall enable users to set alarms for engine on, engine off, geofence barriers and ECU alarms.

- 2.4.2 FLOAT SWITCHES: The controller shall be supplied with one-normally open and one-normally closed narrow angle float switches. The floats shall be mechanical, with solid polypropylene construction. Each float will have a minimum 25 feet waterproof cable wired into a twist-lock wiring harness that connects directly to the controller via a single multi-pin plug.
- 2.4.3 LEVEL TRANSDUCER: The unit shall be supplied with (1) one sewage compatible level transducer assembly including a single 4-20 mA level transducer (0-10 psig), which shall integrate with the engine control panel via a single multi-pin plug.
- 2.4.4 ELECTRICAL JUNCTION BOX: The unit shall include a single GFCI 110VAC duplex outlet to be connected to PS electrical circuit to power the automatic trickle charger and engine coolant heater. It shall be rated for 20-amps.
- 2.4.5 FULLY AUTOMATIC TRICKLE CHARGER: The unit shall include a fully automatic trickle charger powered by 6-amps, 115 VAC. It shall be hard-wired into the junction box within the enclosure.
- 2.4.6 ENGINE COOLANT HEATER: The drive unit shall be supplied with an integral thermostatically and pressure controlled engine block heater (9-amp, 115 VAC required) hard-wired to the junction box within the enclosure.
- 2.4.7 LIGHT: The unit shall include a single switch operated 12 VDC interior dome light mounted within the enclosure.
- 2.4.8 FLOOD LIGHT: The unit/s shall include quantity two (2); single switch operated externally base mounted, adjustable, 12 VDC flood light/s, rearward facing the suction and discharge piping.
- 2.4.9 MULTI-PIN CONNECTOR: The unit shall include a multi-pin connector for integration into the engine control panel. The connector shall include 50-ft shielded conductor cable (OMNI AWG 16, 3-cond, P/N DS11602).
- 2.4.10 TRANSDUCER JUNCTION BOX: The units shall be supplied with a NEMA 3R enclosure including a 3-circuit terminal block and mounting for desiccant filter or aneroid bellows.
- 2.4.11 DRY-CONTACT: The unit/s shall include five (5) dry contacts to be integrated into DISTRICT SCADA system.
- (1) Not In Auto
 - (2) Common Alarm
 - (3) Engine Running
 - (4) Low Fuel Level

- 2.4.12 FUEL LEVEL SENDER: The units shall be supplied with Murphy Fuel level sender (P/N ES2F) integrated into the engine control panel.
- 2.4.13 VIBRATION ISOLATION PADS: The units shall be supplied with 1” thick Unisorb Red-Line FB-1 (or approved equal) vibration isolation pads cut to size per pump manufacturer’s recommendations. Isolation pads are to be installed between the bottom of the unit and concrete slab. Resilient washers are also to be included to be installed between the anchor bolt heads and anchor bolt holes of the units.
- 2.4.14 EXPANSION JOINTS: Units shall be supplied with a vacuum rated flanged expansion joint for mounting on the suction side (Proco Series 240-AV/NP, Neoprene Cover-AV, Buna-N Tube-NP). Units shall be supplied with a pressure rated flanged expansion joint for mounting on the discharge side (Proco Series 240-AV/NP, Neoprene Cover-AV, Buna-N Tube-NP).

PART 3 – EXECUTION

3.1 MANUFACTURERS SERVICES

- 3.1.1 The manufacturer shall furnish the services of a competent factory representative to do the following:
- 3.1.1.1 Inspect the system prior to delivery, supervise the start up and testing of the system, and certify the system has been properly furnished and is ready for operation.
 - 3.1.1.2 Instruct the owner's operating personnel in the proper operation and maintenance of the system for a period of not less than one half day.

3.2 TOOLS AND SPARE PARTS

- 3.2.1 The manufacturer shall furnish the following on or prior to delivery of the pump.
- 3.2.1.1 A recommended list of spare parts.
 - 3.2.1.2 An Operations and Maintenance manual.

3.3 WARRANTY

- 3.3.1 The manufacturer shall furnish the following to the owner:
- 3.3.1.1 A copy of the engine manufacturer's parts and labor warranty.
 - 3.3.1.2 A one year Parts and Labor Warranty issued by the manufacturer on the towable emergency pump sets. This warranty must cover all pump parts, including the mechanical seal.

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