

**CITY OF SAN LEANDRO**

**INVITATION FOR BIDS**

|                                                                                                                        |                                                                                                                                                                                            |
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| <b>SUBMIT BID TO:</b><br>City of San Leandro<br>Purchasing Department<br>835 East 14th Street<br>San Leandro, CA 94577 | <b>FOR FURTHER INFORMATION CONTACT:</b><br>Don Brockman<br>Purchasing Agent<br>(510) 577-3472 fax (510) 577-3312<br><a href="mailto:dbrockman@sanleandro.org">dbrockman@sanleandro.org</a> |
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|                |                     |                                                       |
|----------------|---------------------|-------------------------------------------------------|
| <b>BID NO:</b> | <b>DATE MAILED:</b> | <b>THIS BID MUST BE DELIVERED TO THE CITY BEFORE:</b> |
| 12-13.006      | August 6, 2012      | 3:00 PM, Tuesday, August 28, 2012                     |

| QTY.   | DESCRIPTION                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                 | UNIT PRICE                  | EXTENSION                    |
|--------|-----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|-----------------------------|------------------------------|
| 1 EACH | <p align="center"><b>SLUDGE HEAT EXCHANGER</b><br/><b>Bid No. 12-13.006</b><br/><b>Notice to Bidders</b></p> <p>Provide one (1) Sludge Heat Exchanger in accordance with the specifications attached to this bid.</p> <p>Make/Model: _____</p> <p>Specify Warranty: _____</p> <p>Delivery Date: _____</p> <p>All specifications are minimum requirements, unless otherwise noted.</p> <p><u>All bidders must submit with their proposal sufficient literature to show compliance with specifications.</u> Any deviations from specifications must be clearly indicated in writing at the time the proposal is submitted. The City reserves the right to waive minor variations in specifications bid.</p> <p>Questions related to this bid may be submitted in writing to the Purchasing Agent at the address above or via email to:<br/><a href="mailto:dbrockman@sanleandro.org">dbrockman@sanleandro.org</a></p> <p>Do not include sales tax in your bid. Sales tax will be added to the purchase order and remitted with invoice payment.</p> <p>State your earliest delivery date as requested. This date may be an important factor in award determination.</p> <p>Sealed bids shall be received at the Finance/Purchasing Office, City Hall, 2<sup>nd</sup> Floor, 835 E. 14<sup>th</sup> Street, San Leandro, CA up to 3:00 P.M., Tuesday, August 28, 2012 at which time they will be publicly opened and read.</p> | <p>\$ _____</p> <p>EACH</p> | <p>\$ _____</p> <p>TOTAL</p> |

Any bid may be withdrawn at any time prior to the time fixed for the opening of bids only by written request for the withdrawal of the bid filed with the City. The request shall be executed by the bidder or bidder's duly authorized representative. The withdrawal of a bid does not prejudice the right of the bidder to file a new bid. Whether or not bids are opened exactly at the time fixed in the public notice for opening bids, a bid will not be received after that time nor may any bid be withdrawn after the time fixed in the public notice for opening of bids.

As stated in Public Contract Code Section 5100 to 5108, inclusive (State Contract Act) concerning relief of bidders and in particular to the requirement therein, that if the bidder claims a mistake was made in his bid, the bidder shall give the City written notice within five (5) days after the opening of the bids of the alleged mistake, specifying in the notice, in detail how the mistake occurred.

All bidders shall verify if any addendum for this project has been issued by the City. It is the bidder's responsibility to ensure that all requirements of contract addendum are included in the bidder's submittal.

The award will be made to the lowest responsible bidder whose bid complies with the specifications in a manner satisfactory to the City's best interests as determined by the City. The right is reserved, as the interest of the City may require, to reject any or all bids, or to waive any informality or minor irregularity in the bids.

Payment shall be within 30 days following acceptance of bid items.

To bid, complete and return a copy of the Request and any other required forms, in a sealed envelope. The envelope shall be marked with the project name and bid number. The bid must be received by the date and time shown in order to be considered. Deliver envelope to: City of San Leandro Purchasing Dept., 835 E. 14<sup>th</sup> Street, San Leandro, CA, 94577. Please note that there is a one-day delay in mail delivery to City Hall by the U.S. Postal Service.

**Delivery of materials shall be to:**

**City of San Leandro Water Pollution Control Plant  
3000 Davis Street  
San Leandro, CA 94577**

Firm \_\_\_\_\_

Date: \_\_\_\_\_

Address \_\_\_\_\_

Phone: \_\_\_\_\_

\_\_\_\_\_

FAX: \_\_\_\_\_

By (Signature) \_\_\_\_\_

Print Name: \_\_\_\_\_

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

\_\_\_\_\_



Don Brockman  
Purchasing Agent

# SLUDGE HEAT EXCHANGER

Bid No. 12-13.006

Notice to Bidders

## SPECIFICATIONS

The following specifications are minimum unless otherwise specified.

### **PART 1 – SCOPE/STANDARDS**

#### 1.1 SCOPE

- A. This section specifies Sludge Heat Exchangers.

#### 1.2 REFERENCES

- A. The following is a list of standards, which may be referenced in this section.
  - 1. ASME boiler and pressure vessel codes, Section VIII, rules for construction and testing of pressure vessels.
  - 2. ASTM A516/A516M pressure vessel plates, carbon steel, for moderate and lower temperature service.

#### 1.3 SUBMITTALS

- A. Shop Drawings:

- 1. Make, model, and weight of each equipment assembly.
- 2. Identification of materials of construction.
- 3. Detailed structural, and mechanical drawings showing the equipment dimensions, size and locations of connections and weights of associated equipment.
- 4. Process data including flow rates, temperatures, pressure drop and surface area.
- 5. Factory finish system.

- B. Quality Control Submittals:

- 1. Factory Hydro Test Report.
- 2. Certificate of Compliance with ASME Code Section VIII, Division 1.
- 3. Operation and maintenance manual.

### 1.3 SPARE PARTS

- A. Furnish for each exchanger:
  - 1. One (1) set of all gaskets.
  - 2. One (1) set of replacement hook-bolts.

## **PART 2 PRODUCTS AND SPECIFICATIONS**

### 2.1 MANUFACTURERS

- A. For the purpose of describing and establishing general quality levels for these specifications, we will use Alfa Laval Spiral Heat Exchangers. Such references are not intended to be restrictive. Bids will be considered for alternative brands that meet or exceed the quality of specifications listed for any item.
- B. Bids will be considered on equipment or material complying substantially with specifications, provided each deviation is stated and each substitution is described in detail. Standard catalog sheets or technical data will not be accepted in lieu of this requirement. The City of San Leandro will be the sole determiner of whether such substitutions are equivalent to the materials or equipment specified.

### 2.2 SYSTEM PERFORMANCE

- A. Heat Transfer: 1,000,000 Btu/hour.
- B. Hot Side Fluid: water
  - 1. Flow: 150 gpm.
  - 2. Temperature: 155 degrees F inlet; 141.3 degrees F outlet.
  - 3. Operating Pressure: 50 psig.
  - 4. Maximum Pressure Loss: 1.0 psi.
- C. Cold Side Fluid: 3%-5% TSS Digested sludge
  - 1. Flow: 300 gpm.
  - 2. Temperature: 95 degrees F inlet; 101.7 degrees F outlet.
  - 3. Operating Pressure: 50 psig.
  - 4. Maximum Pressure Loss: 4.7 psi.
- D. Design Pressure 50 psig.

### 2.3 MATERIALS

- A. Exchanger:
  - 1. Material: Carbon steel construction with minimum nominal thickness of 0.25 inch for internal coil.
  - 2. External spiral type with two concentric spiral channels for counter-current circulation of sludge and hot water or Tube-in-tube, plate and boiler/heat exchanger type.
  - 3. Sludge channel provided with large inlet compartment offering tangential entry and a 4-inch cleanout for sludge pocket.

4. Sludge channels shall be a minimum of 1 inch high and free of any sharp bends, support pins or any other obstruction.
  5. Hinged front covers fastened with a minimum of twenty ¾-inch zinc-plated hook-bolts and clamps to easily access sludge channel for cleaning.
- B. Nozzles: ANSI B16.5, Class 150 flange, for all connections 3 inch and larger.
  - C. Gaskets: Full-face non-asbestos fiber sheet minimum 0.125-inch thick.
  - D. Connections: 2" NPT Back-flush connections on sludge side, and 1-inch NPT drain. Water side shall have 3/8" NPT drains at low point of each spiral channel. Eight (8) ¾" Female NPT connections (provisions for pressure and temperature gauges).

## 2.4 ACCESSORIES

- A. Equipment Identification Plate: As required
- B. Lifting Lugs: For all equipment weighing over 100 pounds.

## 2.5 FACTORY FINISHING

- A. Sandblast in accordance to SSPC-SP-6. External carbon surfaces, except machined surfaces, or flanges painted with International Interlac 789 (single component modified alkyd primer/finish). 4.0 mil minimum finish coat.

## 2.6 SOURCE QUALITY CONTROL

- A. Factory Inspections: Inspect equipment for required construction and intended function.
- B. Hydrostatic testing shall be in accordance with ASME Section VIII, Division 1.

# **PART 3 EXECUTION**

## 3.1 INSTALLATION – BY CITY OF SAN LEANDRO PERSONNEL

- A. Install in accordance with manufacturer's printed instructions.
- B. Mount heat exchanger level on concrete and grout bases.
- C. Anchor Bolts: Shall be furnished and installed by the City.
- D. Pressure and temperature gauges (where required) shall be furnished and installed by the City.

## 3.2 FIELD QUALITY CONTROL

- A. Functional Tests: Conduct on the exchanger.
  1. Alignment: Test complete assemblies for proper alignment and connection and leakage.

B. Performance Test:

1. Conduct on each exchanger.
2. Test for a continuous 30-minute period on sludge and hot water channels without malfunction or leakage.
3. After completion of installation, heat exchanger shall be field tested to ensure compliance with the performance requirements, as indicated.

3.3 MANUFACTURER'S SERVICES

A. Manufacturer's Representative: Present at site or classroom for minimum person-days listed below, travel time excluded:

1. 1 man-day for installation inspection and operator training.
2. Certificate of Proper Installation shall be provided by manufacturer.

B. Business License/Insurance Requirements

1. City Business License Requirement waived for the one-time visit. If more than one visit required, vendor will need to obtain City of San Leandro business license
2. Standard City vendor Insurance requirements will be in effect for this work and inspection. Hazardous waste haulers, pollution legal liability and professional liability can be waived per our Risk Manager (Applicable section(s) of City Non-Professional Services Agreement attached below).

# SLUDGE HEAT EXCHANGER

## Bid No. 12-13.006

### Notice to Bidders

#### **City of San Leandro Insurance and Legal Requirements**

**Section 4. INSURANCE REQUIREMENTS.** Before beginning any work under this Agreement, Contractor, at its own cost and expense, unless otherwise specified below, shall procure the types and amounts of insurance listed below against claims for injuries to persons or damages to property that may arise from or in connection with the performance of the work hereunder by the Contractor and its agents, representatives, employees, and subcontractors. Consistent with the following provisions, Contractor shall provide proof satisfactory to City of such insurance that meets the requirements of this section and under forms of insurance satisfactory in all respects, and that such insurance is in effect prior to beginning work for the City. Contractor shall maintain the insurance policies required by this section throughout the term of this Agreement. The cost of such insurance shall be included in the Contractor's proposal. Contractor shall not allow any subcontractor to commence work on any subcontract until Contractor has obtained all insurance required herein for the subcontractor(s) and provided evidence that such insurance is in effect to City. Verification of the required insurance shall be submitted and made part of this Agreement prior to execution. Contractor shall maintain all required insurance listed herein for the duration of this Agreement.

**4.1 Workers' Compensation.** Contractor shall, at its sole cost and expense, maintain Statutory Workers' Compensation Insurance and Employer's Liability Insurance for any and all persons employed directly or indirectly by Contractor. The Statutory Workers' Compensation Insurance and Employer's Liability Insurance shall be provided with limits of not less than **\$1,000,000** per accident. In the alternative, Contractor may rely on a self-insurance program to meet those requirements, but only if the program of self-insurance complies fully with the provisions of the California Labor Code. Determination of whether a self-insurance program meets the standards of the Labor Code shall be solely in the discretion of the Contract Administrator. The insurer, if insurance is provided, or the Contractor, if a program of self-insurance is provided, shall waive all rights of subrogation against the City and its officers, officials, employees, and volunteers for loss arising from work performed under this Agreement.

**4.2 Commercial General and Automobile Liability Insurance.**

**4.2.1 General requirements.** Contractor, at its own cost and expense, shall maintain commercial general and automobile liability insurance for the term of this Agreement in an amount not less than **\$1,000,000** per occurrence, combined single limit coverage for risks associated with the work contemplated by this Agreement. If a Commercial General Liability Insurance or an Automobile Liability form or other form with a general aggregate limit is used, either the general aggregate limit shall apply separately to the work to be performed under this Agreement or the general aggregate limit shall be at least twice the required occurrence limit. Such coverage shall include but shall not be limited to, protection against claims arising from bodily and personal injury, including death resulting therefrom, and damage to property resulting from activities contemplated under this Agreement, including the use of owned and non-owned automobiles.

**4.2.2 Minimum scope of coverage.** Commercial general coverage shall be at least as broad as Insurance Services Office Commercial General Liability occurrence form CG 0001 (most recent edition) covering comprehensive General Liability on an "occurrence" basis. Automobile coverage shall be at least as broad as Insurance Services Office Automobile Liability form CA 0001 (most recent edition), Code 1 (any auto). No endorsement shall be attached limiting the coverage.

**4.2.3 Additional requirements.** Each of the following shall be included in the insurance coverage or added as a certified endorsement to the policy:

- a. The Insurance shall cover on an occurrence or an occurrence basis, and not on a claims-made basis.
- b. City, its officers, officials, employees, and volunteers are to be covered as insureds as respects: liability arising out of work or operations performed by or on behalf of the Contractor; or automobiles owned, leased, hired, or borrowed by the Contractor
- c. For any claims related to this Agreement or the work hereunder, the Contractor's insurance covered shall be primary insurance as respects the City, its officers, officials, employees, and volunteers. Any insurance or self-insurance maintained by the City, its officers, officials, employees, or volunteers shall be excess of the Contractor's insurance and shall not contribute with it.
- d. Each insurance policy required by this clause shall be endorsed to state that coverage shall not be canceled by either party, except after 30 days' prior written notice has been provided to the City.

**4.3 Claims-made limitations.** The following provisions shall apply if the professional liability coverage is written on a claims-made form:

- a. The retroactive date of the policy must be shown and must be before the date of the Agreement.
- b. Insurance must be maintained and evidence of insurance must be provided for at least five years after completion of the Agreement or the work, so long as commercially available at reasonable rates.
- c. If coverage is canceled or not renewed and it is not replaced with another claims-made policy form with a retroactive date that precedes the date of this Agreement, Contractor must purchase an extended period coverage for a minimum of five years after completion of work under this Agreement.
- d. A copy of the claim reporting requirements must be submitted to the City for review prior to the commencement of any work under this Agreement.

**4.4 All Policies Requirements.**

**4.4.1 Acceptability of insurers.** All insurance required by this section is to be placed with insurers with a Bests' rating of no less than A:VII.

**4.4.2 Verification of coverage.** Prior to beginning any work under this Agreement, Contractor shall furnish City with complete copies of all policies delivered to Contractor by the insurer, including complete copies of all endorsements attached to those policies. All copies of policies and endorsements shall show the signature of a person authorized by that insurer to bind coverage on its behalf. If the City does not receive the required insurance documents prior to the Contractor beginning work, it shall not waive the Contractor's obligation to provide them. The City reserves the right to require complete copies of all required insurance policies at any time.

**4.4.3 Deductibles and Self-Insured Retentions.** Contractor shall disclose to and obtain the written approval of City for the self-insured retentions and deductibles before beginning any of the services or work called for by any term of this Agreement. At the option of the City, either: the insurer shall reduce or eliminate such deductibles or self-insured retentions as respects the City, its officers, employees, and volunteers; or the Contractor shall provide a financial guarantee satisfactory to the City guaranteeing payment of losses and related investigations, claim administration and defense expenses.

**4.4.4 Wasting Policies.** No policy required by this Section 4 shall include a "wasting" policy limit (i.e. limit that is eroded by the cost of defense).

**4.4.5 Waiver of Subrogation.** Contractor hereby agrees to waive subrogation that any insurer or contractor may require from vendor by virtue of the payment of any loss. Contractor agrees to obtain any endorsements that may be necessary to affect this waiver of subrogation.

The Workers' Compensation policy shall be endorsed with a waiver of subrogation in favor of the entity for all work performed by the Contractor, its employees, agents, and subcontractors.

**4.4.6 Subcontractors.** Contractor shall include all subcontractors as insureds under its policies or shall furnish separate certificates and endorsements for each subcontractor. All coverages for subcontractors shall be subject to all of the requirements stated herein.

**4.5 Remedies.** In addition to any other remedies City may have if Contractor fails to provide or maintain any insurance policies or policy endorsements to the extent and within the time herein required, City may, at its sole option exercise any of the following remedies, which are alternatives to other remedies City may have and are not the exclusive remedy for Contractor's breach:

- Obtain such insurance and deduct and retain the amount of the premiums for such insurance from any sums due under the Agreement;
- Order Contractor to stop work under this Agreement or withhold any payment that becomes due to Contractor hereunder, or both stop work and withhold any payment, until Contractor demonstrates compliance with the requirements hereof; and/or
- Terminate this Agreement.

**Section 5. INDEMNIFICATION AND CONTRACTOR'S RESPONSIBILITIES.**

Contractor shall indemnify, defend with counsel acceptable to City, and hold harmless City and its officers, officials, employees, agents and volunteers from and against any and all liability, loss, damage, claims, expenses, and costs (including without limitation, attorney's fees and costs and fees of litigation) (collectively, "Liability") of every nature arising out of or in connection with Contractor's performance of the Services or its failure to comply with any of its obligations contained in this Agreement, except such Liability caused by the sole negligence or willful misconduct of City.

The Contractor's obligation to defend and indemnify shall not be excused because of the Contractor's inability to evaluate Liability or because the Contractor evaluates Liability and determines that the Contractor is not liable to the claimant. The Contractor must respond within 30 days, to the tender of any claim for defense and indemnity by the City, unless this time has been extended by the City. If the Contractor fails to accept or reject a tender of defense and indemnity within 30 days, in addition to any other remedy authorized by law, so much of the money due the Contractor under and by virtue of this Agreement as shall reasonably be considered necessary by the City, may be retained by the City until disposition has been made of the claim or suit for damages, or until the Contractor accepts or rejects the tender of defense, whichever occurs first.

In the event that Contractor or any employee, agent, or subcontractor of Contractor providing services under this Agreement is determined by a court of competent jurisdiction or the California Public Employees Retirement System (PERS) to be eligible for enrollment in PERS as an employee of City, Contractor shall indemnify, defend, and hold harmless City for the payment of any employee and/or employer contributions for PERS benefits on behalf of Contractor or its employees, agents, or subcontractors, as well as for the payment of any penalties and interest on such contributions, which would otherwise be the responsibility of City.

**Section 6. STATUS OF CONTRACTOR.**

**6.1 Independent Contractor.** At all times during the term of this Agreement, Contractor shall be an independent contractor and shall not be an employee of City. City shall have the right to control Contractor only insofar as the results of Contractor's services rendered pursuant to this Agreement and assignment of personnel pursuant to Subsection 1.3; however, otherwise City shall not have the right to control the means by which Contractor accomplishes services rendered pursuant to this Agreement. Notwithstanding any other City, state, or federal policy, rule, regulation, law, or ordinance to the contrary, Contractor and any of its employees, agents, and subcontractors providing services under this Agreement shall not qualify for or become entitled to, and hereby agree to waive any and all claims to, any compensation, benefit, or any incident of employment by City, including but not limited to eligibility to enroll in the California Public Employees Retirement System (PERS) as an employee of City and entitlement to any contribution to be paid by City for employer contributions and/or employee contributions for PERS benefits.

- 6.2 **Contractor Not an Agent.** Except as City may specify in writing, Contractor shall have no authority, express or implied, to act on behalf of City in any capacity whatsoever as an agent. Contractor shall have no authority, express or implied, pursuant to this Agreement to bind City to any obligation whatsoever.

**Section 7. LEGAL REQUIREMENTS.**

- 7.1 **Governing Law.** The laws of the State of California shall govern this Agreement.
- 7.2 **Compliance with Applicable Laws.** Contractor and any subcontractors shall comply with all laws applicable to the performance of the work hereunder.
- 7.3 **Other Governmental Regulations.** To the extent that this Agreement may be funded by fiscal assistance from another governmental entity, Contractor and any subcontractors shall comply with all applicable rules and regulations to which City is bound by the terms of such fiscal assistance program.
- 7.4 **Licenses and Permits.** Contractor represents and warrants to City that Contractor and its employees, agents, and any subcontractors have all licenses, permits, qualifications, and approvals of whatsoever nature that are legally required to practice their respective professions. Contractor represents and warrants to City that Contractor and its employees, agents, any subcontractors shall, at their sole cost and expense, keep in effect at all times during the term of this Agreement any licenses, permits, and approvals that are legally required to practice their respective professions. In addition to the foregoing, Contractor and any subcontractors shall obtain and maintain during the term of this Agreement valid Business Licenses from City.
- 7.5 **Nondiscrimination and Equal Opportunity.** Contractor shall not discriminate, on the basis of a person's race, religion, color, national origin, age, physical or mental handicap or disability, medical condition, marital status, sex, or sexual orientation, against any employee, applicant for employment, subcontractor, bidder for a subcontract, or participant in, recipient of, or applicant for any services or programs provided by Contractor under this Agreement. Contractor shall comply with all applicable federal, state, and local laws, policies, rules, and requirements related to equal opportunity and nondiscrimination in employment, contracting, and the provision of any services that are the subject of this Agreement, including but not limited to the satisfaction of any positive obligations required of Contractor thereby.

Contractor shall include the provisions of this Subsection in any subcontract approved by the Contract Administrator or this Agreement.