CITY OF ESCALON

2016 WASTEWATER TREATMENT FACILITY BIOSOLIDS REMOVAL

PROJECT 2016-165

CONTRACT DOCUMENTS

CITY OF ESCALON

2060 McHenry Avenue
Escalon, CA 95320

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SECTION 00100
NOTICE INVITING BIDS

The City of Escalon ("City") will receive sealed bids for the 2016 WASTEWATER TREATMENT FACILITY BIOSOLIDS REMOVAL CONTRACT Project at the office of the Department of Public Works no later than May 5, 2016 at 2:00pm, at which time or thereafter said bids will be opened and read aloud. Bids received after this time will be returned unopened. Bids shall be valid for 60 calendar days after the bid opening date.

Bids must be submitted on the City's Bid Forms.

Bidders may obtain a copy of the Contract Documents from the CITY OF ESCALON OFFICE OF THE CITY CLERK at: 2060 McHENRY AVENUE, ESCALON, CA 95320, (209) 691-7440 for TWENTY-FIVE DOLLARS ($25.00). A non-refundable charge of TEN DOLLARS ($10.00) will be required of any bidder who requests that the Contract Documents be mailed within California (costs for out-of-state mailings will be higher). To the extent required by section 20103.7 of the Public Contract Code, upon request from a contractor plan room service, the City shall provide an electronic copy of the Contract Documents at no charge to the contractor plan room.

Bids must be accompanied by cash, a certified or cashier's check, or a Bid Bond in favor of the City in an amount not less than ten percent (10%) of the submitted Total Bid Price.

A NON-MANDATORY Pre-Bid Conference will be held at 25100 E. RIVER ROAD, ESCALON, CA 95320 on the following date and time: Thursday, April 21, 2016 at 10:00am. Each and every bidder should attend the Pre-Bid Conference. Prospective bidders may not visit the Project Site without making arrangements through the ENGINEER. Bids will be accepted from any bidder who did not attend the Pre-Bid Conference.

Each bid shall be accompanied by the security referred to in the Contract Documents, the non-collusion affidavit, the list of proposed subcontractors, and all additional documentation required by the Instructions to Bidders.

The successful bidder will be required to furnish the City with a Performance Bond equal to 100% of the successful bid, and a Payment Bond equal to 100% of the successful bid, prior to execution of the Contract. All bonds are to be secured from a surety that meets all of the State of California bonding requirements, as defined in Code of Civil Procedure section 995.120, and is admitted by the State of California.

Pursuant to Public Contract Code section 22300, the successful bidder may substitute certain securities for funds withheld by City to ensure his performance under the Contract.

The Director of Industrial Relations has determined the general prevailing rate of per diem wages in the locality in which this work is to be performed for each craft or type of worker needed to execute the Contract which will be awarded to the successful bidder,

copies of which are on file and will be made available to any interested party upon request at CITY OF ESCALON OFFICE OF THE CITY CLERK or online at http://www.dir.ca.gov/dlsr. A copy of these rates shall be posted by the successful bidder at the job site. The successful bidder and all subcontractor(s) under him, shall comply with all applicable Labor Code provisions, which include, but are not limited to the payment of not less than the required prevailing rates to all workers employed by them in the execution of the Contract, the employment of apprentices, the hours of labor and the debarment of contractors and subcontractors.

If the bids subject to this Notice are due on or after March 1, 2015, then pursuant to Labor Code sections 1725.5 and 1771.1, all contractors and subcontractors that wish to bid on, be listed in a bid proposal, or enter into a contract to perform public work must be registered with the Department of Industrial Relations. No bid will be accepted nor any contract entered into without proof of the contractor's and subcontractors' current registration with the Department of Industrial Relations to perform public work. If awarded a Contract, the Bidder and its subcontractors, of any tier, shall maintain active registration with the Department of Industrial Relations for the duration of the Project.

This Project is subject to compliance monitoring and enforcement by the Department of Industrial Relations. In bidding on this project, it shall be the Bidder's sole responsibility to evaluate and include the cost of complying with all labor compliance requirements under this contract and applicable law in its bid.

Each bidder shall be a licensed contractor pursuant to the Business and Professions Code and shall be licensed in the following appropriate classification(s) of contractor's license(s), for the work bid upon, and must maintain the license(s) throughout the duration of the Contract: GENERAL ENGINEERING CONTRACTOR CLASS A.

Award of Contract: The City shall award the Contract for the Project to the lowest responsible bidder as determined from the BASE BID ALONE by the City. The City reserves the right to reject any or all bids or to waive any irregularities or informalities in any bids or in the bidding process.

For further information, contact Aja Verburg, P.E., Black Water Consulting Engineers Inc. at aja@blackwater-eng.com or (209) 753-0078.

END OF NOTICE INVITING BIDS

SECTION 00200
INSTRUCTIONS TO BIDDERS

2016 WASTEWATER TREATMENT FACILITY BIOSOLIDS REMOVAL PROJECT

1. GENERAL

Bidding procedures are prescribed in the Contract Documents. Bids shall be executed upon the separately bound bid forms provided, which are a part of the Contract Documents.

Bid forms received after the designated time will not be accepted. Bidders and their authorized agents are invited to attend the bid opening.

No bidder may withdraw its bid for a period of ninety (90) days after the date set for the opening of bids.

2. PREPARATION OF BIDS

Bids shall be made on the Bid Forms prepared by the City, which should be removed from the bound Contract Documents. All bids shall give the prices proposed in the space provided, shall give all other information requested therein, and shall be signed by the bidder or an authorized representative, with their address. Bidders must prepare and submit all required documents. The Bid Forms shall be completed in ink.

All blanks in the Bid Forms shall be filled. A bid price shall be indicated for each bid item listed therein, or the words "Included," "No Bid," "No Change," or other appropriate phrase shall be entered.

A bid by a corporation shall be executed in the corporate name by the president or the vice-president or by another corporate officer. Such bid shall be accompanied by a certificate indicating the authority to sign, attested by the secretary or assistant secretary, and with the corporate seal affixed. The corporate address and state of incorporation must appear below the signature.

A bid by a partnership shall be executed in the partnership name and signed by a managing partner, accompanied by a certificate indicating the authority to sign, and his/her title must appear under the signature and the official address of the partnership must appear below the signature.

A bid by a joint venture shall be executed in the joint venture name and be signed by a joint venture managing partner, accompanied by a certificate indicating the authority to sign, and his/her title must appear under the signature and the official address of the joint venture must appear below the signature.

A bid by an individual shall show the bidder's name.

The names of all persons signing shall be legibly printed below their signatures. A bid by a person who affixes to its signature the word "president", "secretary", "agent", or other designation without disclosing its principal may be held to be the bid of the individual signing. When requested by City, evidence of the authority of the person signing shall be furnished.

The bid shall contain an acknowledgment of receipt of all Addenda.

3. LIST OF DOCUMENTS TO INCLUDE IN BID

The following is a list of required forms or documents that must be completed and delivered to the City as part of a complete bid:

A. Bid Forms
B. Bid Security, as a Bid Bond using the form included in the bidding documents, cash, or a cashier's check
C. List of Subcontractors
D. Public Works Contractor Registration Certification
E. Noncollusion Declaration
F. Workers' Compensation Certification

All Proposals must be submitted, filed, made, and executed in accordance with State and Federal law relating to bids for contracts of their nature whether said laws are expressly referred to herein or not.

4. SUBSTITUTE AND "OR-EQUAL" ITEMS

The contract, if awarded, will require materials and equipment specified or described in the Contract Documents without consideration of possible substitute or "or-equal" items. Application for review of substitute or "or-equal" materials or equipment will not be considered by City until after the Effective Date of the Agreement.

The term "without exception," when used in the Contract Documents following the name of a Supplier or a proprietary item of equipment, product, or material, shall mean that the sources of the product are limited to the listed Suppliers or products and that no like, equivalent, or "or-equal" item and no substitution will be permitted.

If the Contractor's proposal for an "or equal" item is not approved, Contractor shall furnish the specified item(s) without a change in the Contract Sum or the Contract Time.

Any bid conditioned upon furnishing equipment or materials different from those specified in the Contract Documents will be rejected.

5. WITHDRAWAL OF BID & RELIEF OF BIDDERS

A bid may be withdrawn, in writing, prior to the time fixed in the Invitation to Bid for the opening of bids. Bids may not be withdrawn after the time fixed in the Instructions to Bidders for the opening of bids. Failure of the City to open bids for this Project exactly at the time fixed in said Invitation to Bid shall not extend the time within which bids may be withdrawn.

Attention is directed to the provisions of Public Contract Code sections 5100 to 5107, inclusive, concerning relief of bidders and in particular to the requirement that if the bidder claims a mistake was made in its bid, the bidder shall give the City written Notice within five (5) days after the bid opening of the alleged mistake, specifying in the notice in detail how the mistake occurred.

6. MODIFICATIONS AND UNAUTHORIZED ALTERNATIVE BIDS

Conditions, limitations, or provisions attached to the bid shall render it non-responsive. The completed Bid Forms shall be without interlineations, alterations, or erasures in the printed text. Proposals may be rejected if they show any alterations of form, additions not called for, conditional bids, incomplete bids, erasures, or irregularities of any kind. If the bid amount is changed after the amount has been once inserted, the change should be initialed. Alternative bids will not be considered unless called for.

7. DISCREPANCIES IN BIDS

The bidder shall furnish a price for all bid items in the Bid Form, and failure to do so will render the bid non-responsive and may cause its rejection.

In the event there are unit price bid items in the Bid Form and the amount indicated for a unit price bid item does not equal the product of the unit price and the estimated quantity, the unit price shall govern and the amount will be corrected accordingly, and the bidder shall be bound by said correction. However, if the amount set forth as a unit price is ambiguous, unintelligible or uncertain for any reason, or is omitted, or is the same amount as the entry in the "Total" column, then the amount set forth in the "Total" column for the item shall prevail and shall be divided by the estimated quantity for the item to obtain a unit price.

In the event that the total indicated in the Bid Form does not agree with the corrected dollar sum of the prices bid on the individual items, the prices bid on the individual items shall govern and the total for the Bid Form will be corrected accordingly, and the bidder shall be bound by said correction.

8. EXECUTION OF AGREEMENT

The bidder will sign and deliver to the City the written Agreement, together with all certificates, evidence of insurance and Bonds required by the Contract Documents within fifteen (15) days after receipt of the City's Notice of Award. Failure or refusal to

enter into an Agreement as herein provided or to conform to any of the stipulated requirements in connection therewith shall be just cause for annulment of the award and forfeiture of the bid security. On the failure or refusal of such second or third lowest bidder to execute the Agreement, each such bidder's bid securities shall be likewise forfeited to the City.

9. PUBLIC WORKS CONTRACTOR REGISTRATION CERTIFICATION

If the bids subject to this Notice are due on or after March 1, 2015, then pursuant to Labor Code sections 1725.5 and 1771.1, all contractors and subcontractors that wish to bid on, be listed in a bid proposal, or enter into a contract to perform public work must be registered with the Department of Industrial Relations. No bid will be accepted nor any contract entered into without proof of the contractor's and subcontractors' current registration with the Department of Industrial Relations to perform public work. If awarded a Contract, the Bidder and its subcontractors, of any tier, shall maintain active registration with the Department of Industrial Relations for the duration of the Project. To this end, Bidder shall sign and submit with its Bid the Public Works Contractor Registration Certification on the form provided, attesting to the facts contained therein. Failure to submit this form may render the Bid non-responsive. In addition, each Bidder shall provide the registration number for each listed subcontractor in the space provided in the Designation of Subcontractors Form.

10. BID PROTEST PROCEDURES

Any bid protest relating to the form or content of the bidding or Contract Documents must be submitted in writing to the City Manager at least ten (10) business days before the original date set for the bid opening. Any bidder who submits a bid without making a protest shall be deemed to have waived any objection to the form or content of the bidding or Contract Documents not previously stated in writing.

Any bid protest relating to the award of the contract for the Project must be submitted in writing to City Manager. The protest must be received before 5:00 p.m. of the fifth business day following bid opening. The initial protest document shall contain a complete statement of the basis for the protest. The protest shall refer to the specific portion(s) of the bid documents which forms the basis for the protest. The protest shall include the name, address and telephone number of the person representing the protesting party.

The party filing the protest shall send a copy of the initial protest document and any attached documentation to all other parties who have a direct financial interest that may be adversely affected by the outcome of the protest. Such parties shall include all other bidders who appear to have a reasonable prospect of receiving an award depending upon the outcome of the protest. The documents shall be transmitted by fax or mail.

The procedure and time limits set forth in this paragraph are mandatory and are the bidder's sole and exclusive remedy in the event of bid protest. Failure to comply with

these procedures shall constitute a waiver of any right to further pursue the bid protest, including filing a Government Code claim or legal proceedings.

END OF INSTRUCTIONS TO BIDDERS

SECTION 00400
CONTRACTOR PROPOSAL
TO
CITY OF ESCALON
FOR
2016 WASTEWATER TREATMENT FACILITY BIOSOLIDS REMOVAL PROJECT

Name of Bidder: _____

Contact Person: _____

Business Mailing Address: _____

Business Street Address: _____

Telephone: (__)_____ Fax: (__)_____

TO THE CITY COUNCIL OF THE CITY OF ESCALON:

Pursuant to and in compliance with your Notice Inviting Bids for the **2016 WASTEWATER TREATMENT FACILITY BIOSOLIDS REMOVAL PROJECT, Project No. 2016-165.** and the other Contract Documents relating thereto, the undersigned bidder, being fully familiar with the terms of the Contract Documents, the current general prevailing wage rates, local conditions affecting the performance of the Project, the character, quality, quantities and scope of the work, and the cost of the work at the place of performance, hereby proposes and agrees, within the time stipulated in the Contract Documents, to furnish to the City of Escalon all of the transportation, materials, equipment, tools, excavation, sheeting, shoring, bracing, supports, plant and other facilities, labor, services, permits, utilities, and other items necessary to conduct and complete said work, all in strict conformity with the Contract Documents, including Addenda Nos. ___, ____, and ____ on file in City Hall, for the total price of _____ dollars ($_____), which is in agreement with the unit prices in the Bid Schedule, hereinafter set forth.

Bidder declares that the only persons or parties interested in this proposal are those named herein, and that this proposal is made without collusion with any person, firm or corporation. Bidder proposes and agrees, if the proposal is accepted, that bidder will execute a contract with the City, in strict conformity to the Contract Documents, in the form set forth in the Contract Documents, and will perform the entire work for the prices set forth in the attached Bid Schedule, upon which the award of contract is made.

END OF CONTRACTOR PROPOSAL

SECTION 00405
BID SCHEDULE

2016 WASTEWATER TREATMENT FACILITY BIOSOLIDS REMOVAL PROJECT

In accordance with the City's Notice Inviting Bids, the undersigned hereby purposes and agrees that on award by the City of Escalon in accordance with the provisions of the Contract Documents, to execute the Agreement, with necessary bonds, to furnish and install any and all transportation, materials, equipment, tools, excavation, utilities, sheeting, shoring, bracing and supports, plant and other facilities, and all management, superintendence, permits, labor and services for 2016 WASTEWATER TREATMENT FACILITY BIOSOLIDS REMOVAL PROJECT, Project No. 2016-165, in accordance with the Contract Documents therefore adopted and on file with the City of Escalon, within the time hereinafter set forth and at the price or prices set forth in this bid as follows:

ITEM	DESCRIPTION	QTY.	UNITS	UNIT PRICE	TOTAL PRICE
1	Mobilization	1	LS		
2	Removal, Transport, and Disposal of Biosolids	3,000	DRY TON		
				TOTAL BASE BID	

BASE BID: $

_____

(in numbers)

BASE BID

_____

(in words)

Bid amount of each bid item must be filled in and completed in ink.

In the event of a conflict between the numbers given in figures and in words, the words shall control.

The City will not consider pricing on the alternate bid items in determining the low bid, but may include any or all alternate bid items in the Work at its discretion.

Signature of Bidder: _____

Signer's Name (printed):_____

Company Name (printed): _____

END OF BID SCHEDULE

SECTION 00410
CONTRACTOR'S CERTIFICATE REGARDING WORKERS' COMPENSATION

2016 WASTEWATER TREATMENT FACILITY BIOSOLIDS REMOVAL PROJECT

Labor Code section 3700 states:

"Every employer, except the State, and all political subdivisions or institutions thereof, will secure the payment of compensation in one or more of the following ways:

(a) By being insured against liability to pay compensation by one or more insurers, duly authorized to write compensation insurance in this State.

(b) By securing from the Director of Industrial Relations a certificate on consent to self-insure, which may be given upon furnishing proof satisfactory to the Director of Industrial Relations of ability to self-insure and to pay any compensation that may become due to employees."

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

CONTRACTOR:

By: _____

Printed Name: _____

Title: _____

Date:_____

(Labor Code section 1861, provides that the above certificate must be signed and filed by Contractor, with City prior to performing any work under this contract.)

END OF CONTRACTOR'S CERTIFICATE REGARDING WORKERS' COMPENSATION

SECTION 00415
BID BOND

2016 WASTEWATER TREATMENT FACILITY BIOSOLIDS REMOVAL PROJECT

KNOW ALL PERSONS BY THESE PRESENTS that, _____ _____hereinafter called the Principal, and _____ _____, a corporation duly organized under the laws of the State of _____, having its principal place of business at _____ in the State of _____, and authorized to do business in the State of California, hereinafter call the Surety, are held and firmly bound unto the City of Escalon, hereinafter called the Obligee, on order, in the sum of _____ Dollars ($_____) (being at least ten percent (10%) of the total amount of Principal's proposal) lawful money of the United States, for the payment of which we bind ourselves, our heirs, executors, administrators, successors, and assigns, jointly and severally, firmly by these present.

THE CONDITIONS OF THIS OBLIGATION ARE SUCH THAT:

WHEREAS, the Principal has submitted its Proposal for the project entitled **2016 WASTEWATER TREATMENT FACILITY BIOSOLIDS REMOVAL PROJECT, [Project No. 2016-165** to the Obligee, the Proposal, by reference thereto; being hereby made a part hereof.

NOW, THEREFORE, if Principal's Proposal is rejected or, in the alternate, if the Proposal is accepted and the Principal signs and delivers a Contract and furnishes a Performance Bond and Payment Bond and evidence of insurance in the form and within the time required by the Proposal and the Contract Documents, then this obligation shall become null and void, otherwise the same shall remain in full force and effect and upon default of the Principal shall be forfeited to the Obligee, it being expressly understood and agreed that the liability of the Surety for any and all default of the Principal shall be the amount of this obligation as herein stated, as liquidated damages. Such forfeiture and liquidated damages under this bond shall be without prejudice to the Obligee's right to pursue any excess actual damages from the Principal for breach of contract or otherwise.

The Surety, for value received, hereby agrees that its obligations and its bond shall not be impaired or affected by any extension of the time within which the Obligee may accept such Proposal, and the Surety hereby waives notice of any such extension.

Signed this _____ day of _____, 20___

_____	_____
PRINCIPAL	SURETY
BY _____	BY _____

Note: Signature of person executing for Surety must be notarized and evidence of corporate authority attached.

END OF BID BOND

SECTION 00420
NON-COLLUSION DECLARATION
TO BE EXECUTED BY BIDDER
AND
SUBMITTED WITH BID

TO THE CITY OF ESCALON:

In conformance with Public Contract Code section 7106, the undersigned declares:

I am the _____ (title) of _____ (company), the party making the foregoing bid.

The bid is not made in the interest of, or on behalf of, any undisclosed person, partnership, company, association, organization, or corporation. The bid is genuine and not collusive or sham. The bidder has not directly or indirectly induced or solicited any other bidder to put in a false or sham bid. The bidder has not directly or indirectly colluded, conspired, connived, or agreed with any bidder or anyone else to put in a sham bid, or to refrain from bidding. 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. All statements contained in the bid are true. 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, to any corporation, partnership, company, association, organization, bid depository, or to any member or agent thereof, to effectuate a collusive or sham bid, and has not paid, and will not pay, any person or entity for such purpose.

This Declaration is made for the purpose of complying with Public Contract Code section 7016 and/or title 23 United States Code section 112.

Any person executing this declaration on behalf of a bidder that is a corporation, partnership, joint venture, limited liability company, limited liability partnership, or any other entity, hereby represents that he or she has full power to execute, and does execute, this declaration on behalf of the bidder. I declare under penalty of perjury under the laws of the State of California that the foregoing is true and correct and that this declaration is executed on _____ (date), at _____ (city), _____ (state).

Signed:_____ Date:_____

Bidder's Name:_____

MUST BE SUBMITTED WITH BID

END OF NON-COLLUSION DECLARATION

PUBLIC WORKS CONTRACTOR REGISTRATION CERTIFICATION

If this bid is due on or after March 1, 2015, then pursuant to Labor Code sections 1725.5 and 1771.1, all contractors and subcontractors that wish to bid on, be listed in a bid proposal, or enter into a contract to perform public work must be registered with the Department of Industrial Relations. See http://www.dir.ca.gov/Public-Works/PublicWorks.html for additional information.

No bid will be accepted nor any contract entered into without proof of the contractor's and subcontractors' current registration with the Department of Industrial Relations to perform public work.

Bidder hereby certifies that it is aware of the registration requirements set forth in Labor Code sections 1725.5 and 1771.1 and is currently registered as a contractor with the Department of Industrial Relations.

Name of Bidder: _____

DIR Registration Number:_____

Bidder further acknowledges:

1. Bidder shall maintain a current DIR registration for the duration of the project.

2. Bidder shall include the requirements of Labor Code sections 1725.5 and 1771.1 in its contract with subcontractors and ensure that all subcontractors are registered at the time of bid opening and maintain registration status for the duration of the project.

3. Failure to submit this form or comply with any of the above requirements may result in a finding that the bid is non-responsive.

Signature:_____

Name and Title: _____

Dated: _____

END PUBLIC WORKS CONTRACTOR REGISTRATION CERTIFICATION

SECTION 00430
CONTRACTOR [BIDDER] INFORMATION AND EXPERIENCE FORM

2016 WASTEWATER TREATMENT FACILITY BIOSOLIDS REMOVAL PROJECT

All bidders/proposers are required to provide the following information for all DBE and non-DBE contractors, who provided a proposal, bid, quote, or were contacted by the proposed prime. This information is also required from the proposed prime contractor, and must be submitted with their bid/ proposal. The City of Escalon will use this information to maintain and update a "Bidder's" List to assist in the overall annual DBE goal setting process. To the extent permitted by law, all information submitted will be held in confidence.

Prime Contractor:

Firm Name: _____ Phone: _____

Business Address: _____ Fax: _____

Email: _____

License No.
and Classification: _____ Years in Business: _____

Contact Person: _____

Is the firm currently certified as a DBE by Caltrans? ☐ No ☐ Yes Cert. Number:_____

Gross Annual Receipts for last year:
☐ < $1 million ☐ < $5 million ☐ < $10 million ☐ < $15 million ☐ > $15 million

Type of work/ services/ materials provided for this job:
☐ Contractor ☐ Supplier ☐ Manufacturer ☐ Trucking ☐ Broker
☐ Other (describe): _____

Contractor Specialty for this job:
☐ Roadway Construction (including signing, paving, sawcutting, and concrete)
☐ Roadway Painting/Striping
☐ Roadway Lighting & Electrical Signals
☐ Bridge & Tunnel Construction
☐ Water, Sewer, & Pipeline Construction
☐ Power & Communication Transmission Line (including conduit construction)
☐ Landscaping/Irrigation
☐ Other Heavy Construction (including parks, reclamation, reservoir, water & sewer treatment facilities)
☐ Masonry (including retaining walls and foundations)
☐ Concrete Retaining Walls
☐ Building Construction
☐ Other (describe): _____

SECTION 00430
CONTRACTOR [BIDDER] INFORMATION AND EXPERIENCE FORM

The following statements as to the experience and financial qualifications of the bidder are to be submitted with the Contract Proposal, as a part thereof. The truthfulness and accuracy of the information is guaranteed by the bidder.

The bidder has been engaged in the contracting business, under the present business name, for _____ years. Experience in work of a nature similar to that covered in the Proposal extends over a period of _____ years.

The bidder, as a contractor, has successfully completed at least two (2) projects of like magnitude, comparable difficulty and rates of progress to the work, including: (list two or more projects).

_____

_____

_____

The bidder, as a contractor, has never failed to satisfactorily complete a contract awarded to the Contractor, except as follows: (name any and all exceptions and reasons therefor).

_____

_____

_____

The bidder has satisfactorily completed the following contracts in the last three (3) years, for the owner indicated, and to whom reference is made (list five contracts). (Provide a contact person and telephone number for each project.)

YEAR	TYPE OF WORK	CONTRACT AMOUNT	CONTACT

The names of all persons interested in the foregoing proposals as principals are as follows: (NOTE: If bidder or other interested person is a corporation, state the legal name of the corporation, along with the names of the president, secretary, treasurer, and manager thereof; if a general partnership, state true name of the firm, also the names of all individual partners composing the firm; if a limited partnership, the names of all general partners and limited partners; and if bidder or other interested person is an individual, state first and last names in full.)

_____

_____

END OF CONTRACTOR [BIDDER] INFORMATION AND EXPERIENCE FORM

SECTION 00440
LIST OF SUBCONTRACTORS FORM

2016 WASTEWATER TREATMENT FACILITY BIOSOLIDS REMOVAL PROJECT

Pursuant to California Public Contract Code section 4100 *et seq.*, the following list gives the name, location of place of business, contractor's license number, DIR registration number and portion of work (description of work to be done) for each subcontractor who will perform work or labor or render service to the prime contractor in or about the construction of the work or improvements, or a subcontractor licensed by the State of California who, under subcontract to the prime contractor, specifically fabricates and installs a portion of the work or improvement according to detailed drawings contained in the plans and specifications, in an amount in excess of one-half of 1 percent of the prime contractor's total bid or, in the case of bids or offers for the construction of streets or highways, including bridges, in excess of one-half of 1 percent of the prime contractor's total bid or ten thousand dollars ($10,000), whichever is greater. Additional supporting data may be attached to this page. Each page shall be sequentially numbered, headed "Proposed Subcontractors" and shall be signed.

NAME	LOCATION OF PLACE OF BUSINESS	PORTION OF WORK TO BE PERFORMED	LICENSE NUMBER	DIR Registration Number	% OF TOTAL BID

(This form may be duplicated if necessary to list additional subcontractors)

The Prime Contractor shall perform at least 30% of the work with its own forces.

After the award of contract, substitutions for these subcontractors may only be made with the prior approval of the City in accordance with Public Contract Code section 4104.

Signature of Bidder	Company Name of Bidder	Date

END OF LIST OF SUBCONTRACTORS FORM

SECTION 00445
SUB-CONTRACTORS/SUPPLIERS/OTHERS

2016 WASTEWATER TREATMENT FACILITY BIOSOLIDS REMOVAL PROJECT

Firm Name: _____ Phone: _____

Business Address: _____ Fax: _____

Email: _____

License No.
and Classification: _____ Years in Business: _____

Contact Person: _____

Is the firm currently certified as a DBE by Caltrans? ☐ No ☐ Yes Cert. Number:_____

Gross Annual Receipts for last year:
☐ < $1 million ☐ < $5 million ☐ < $10 million ☐ < $15 million ☐ > $15 million

Type of work/ services/ materials provided for this job:
☐ Contractor ☐ Supplier ☐ Manufacturer ☐ Trucking ☐ Broker
☐ Other (describe): _____

_____

_____

Contractor Specialty for this job:

☐ Roadway Construction (including signing, paving, sawcutting, and concrete)
☐ Roadway Painting/Striping
☐ Roadway Lighting & Electrical Signals
☐ Bridge & Tunnel Construction
☐ Water, Sewer, & Pipeline Construction
☐ Power & Communication Transmission Line (including conduit construction)
☐ Landscaping/Irrigation
☐ Other Heavy Construction (including parks, reclamation, reservoir, water & sewer treatment facilities)
☐ Masonry (including retaining walls and foundations)
☐ Concrete Retaining Walls
☐ Building Construction
☐ Other (describe): _____

_____

_____

This form can be duplicated if necessary to report all bidders (DBEs and non-DBEs) information.

THIS FORM MUST BE SUBMITTED WITH BID
END OF SUBCONTRACTORS/SUPPLIERS/OTHERS

SECTION 00450
PROPOSED MAJOR MATERIAL SUPPLIERS

2016 WASTEWATER TREATMENT FACILITY BIOSOLIDS REMOVAL PROJECT

The bidder is required to furnish the following information on major materials and manufacturers. No changes will be allowed in materials or manufacturers without the prior approval of the Engineer.

1. None._____

2. _____

3. _____

4. _____

5. _____

6. _____

7. _____

8. _____

_____
Signature of Bidder

_____
Company Name of Bidder
(PLEASE PRINT)

_____
Date

END OF PROPOSED MAJOR MATERIAL SUPPLIERS

SECTION 00500
AGREEMENT

2016 WASTEWATER TREATMENT FACILITY BIOSOLIDS REMOVAL PROJECT

This Agreement is made this ___ day of _____, 20__, between the City of Escalon ("City") and _____ ("Contractor") for performance of the following public work of improvement _____ (the "Project" or the "Work"), which shall be performed in accordance with the all plans, specifications and other contract documents attached to or incorporated into this Agreement.

SECTION 1 - SCOPE

A. Contractor shall furnish all necessary management, supervision, labor, materials, tools, supplies, equipment, plant, services, engineering, testing and/or any other act or thing required to diligently and fully perform and complete the Project in accordance with the Contract Documents, which is generally described as follows:

_____ ("Project").

Without limiting the foregoing description, Contractor's scope of work includes, but is not limited to, the following:

- Submit all required samples, product data, certificates, operations and maintenance instructions, guarantees, and other submittals no later than five (5) days after the date the City issues a Notice to Proceed.
- Obtain all necessary permits and approvals for the Work.
- Protect all materials to be used in the Work in accordance with the specifications.
- Protect existing facilities and personal property.
- Attend a preconstruction conference with City to discuss schedule, access, sequence of work, and other issues.
- Prepare and submit a written daily activity report to City for each day on which work is performed, including weekends and holidays when worked, and submit the reports to the City no later than the next business day. The daily reports shall, at a minimum, include the following information: construction activities and locations, construction crew sizes of general and subcontractors, start or completion of activities, progress on construction activities (including units or portions of work completed), tests or inspections performed, deliveries of material or equipment, delays or potential delays, visitors to the site, weather conditions, construction equipment used, and personal injuries or damage to property.
- The Contractor shall be responsible for unloading, hoisting and otherwise handling its own materials, supplies and equipment.
- Coordinate with owner-scheduled events.

- The Contractor is responsible for researching and complying with all local codes, agencies and jurisdictions that regulate and govern the Work.
- Contractor shall set up, identify, coordinate, provide safe access, and obtain all inspections for its work, as required by any authorized agency or applicable code, prior to covering up work.

B. The following documents are incorporated into and made part of this Contract by this reference:

- Notice Inviting Bids
- Information to Bidders
- Bid Forms
- Special Provisions (Attachment “A”)
- Insurance Requirements (Attachment “B”)
- Plan Sheets prepared by _____ and dated _____
- Technical Specifications prepared by _____ and dated _____
- Non-Collusion Declaration
- Public Works Contractor Registration Certification
- Payment and Performance Bonds (if required)

C. These documents shall be referred to collectively as the "Contract Documents." The Contract Documents are intended to be complementary, and a requirement in one document is as effective as if it appeared in all of the Contract Documents. In the event of a conflict between any of the Contract Documents, the documents shall be given effect in the following order: Special Provisions, Contract, Insurance Requirements, Technical Specifications, Plans, Information to Bidders, Notice Inviting Bids.

D. Contractor shall comply with all requirements of the Contract Documents. Where there is a conflict between the requirements of the several Contract Documents, the more stringent requirements shall govern.

SECTION 2 - PRICE

A. City agrees to pay, and Contractor agrees to accept, the sum of _____Dollars ($_____) (the "Contract Price") subject to adjustments for changes in the work as may be directed in writing by City, as payment in full for the Work.

B. Contractor shall submit a payment application for the total work completed once each month and upon completion of the Project and satisfaction of all conditions of the Contract Documents. City shall make payment within thirty (30) days of receipt of application, less five percent retention. City shall release the retained funds (less any amounts in dispute or deducted for liquidated damages or other offsets) no less than thirty-five (35) days after the date the City accepts the Work.

C. Pursuant to Public Contract Code section 22300, for monies earned by the Contractor and withheld by the City to ensure the performance of the Contract, the Contractor may, at its option, choose to substitute securities meeting the requirements of Public Contract Code section 22300.

D. Contractor agrees to furnish, as a condition of payment, payroll affidavits, receipts, vouchers, certified payroll reports, and other documents, in form satisfactory to City, prior to receipt of any payment. Contractor shall submit Conditional and Unconditional waivers and release of lien upon (as provided in Civil Code sections 8132, 8134, 8136 and 8138) on behalf of itself, subcontractors and suppliers that furnished labor, material, equipment or services to the Project.

SECTION 3 - ENTIRE AGREEMENT

This Agreement represents the entire agreement between City and Contractor and supersedes any prior written or oral representations. No oral order, objection, direction, claim or notice by any party or person shall affect or modify any of the terms or obligations contained in the Contract Documents.

SECTION 4 - TIME

A. Contractor shall complete the Project no later than **[_____]** (**#) calendar days** following City's issuance of the Notice to Proceed (the "Contract Time").

B. Time is of the essence of this Agreement.

C. Contractor shall provide City with scheduling information in a form acceptable to City, including any changes made by City in the scheduling of work. Contractor shall coordinate its work with that of all other contractors, subcontractors and suppliers so as not to delay or damage their performance.

D. If Contractor fails to complete the Project within the Contract Time, the City will sustain damage. It is and will be impracticable to determine the actual damage which the City will sustain in the event of and by reason of such delay, therefore Contractor will pay to the City the sum set forth in the Special Provisions for each and every calendar day's delay beyond the time prescribed to complete the Work; Contractor agrees to pay such liquidated damages as herein provided, and in case the same are not paid, agrees that the City may deduct the amount thereof from any monies due or that may become due the Contractor under the Contract.

E. It is further agreed that in case Contractor fails to complete the Project in all parts and requirements within the Contract Time, the City shall have the right to extend the Contract Time or not, as may seem best to serve the interest of the City; and if it decides to extend the Contract Time, City shall further have the right to charge to the Contractor, his heirs, assigns or sureties, and to deduct from the final payment for the work, all or any part, as it may deem proper, of the actual cost of engineering,

inspection, superintendence, and other overhead expenses directly chargeable to the Contract that accrue during the period of such extension.

F. The Contractor will not be assessed with liquidated damages or the cost of engineering and inspection during the delay in the completion of the Project caused solely by acts of God or of the public enemy, fire, floods, epidemics, quarantine restrictions, strikes, freight embargoes, and unusually severe weather or delays of subcontractors due to such causes; provided, that the Contractor shall within three (3) days from the beginning of any such delay, notify the Engineer, in writing of the causes of delay. The City shall ascertain the facts and the extent of delay, and his findings thereon shall be final and conclusive.

G. In the event that Contractor's work is delayed for any reason, including acts of City, Contractor's sole remedy shall be an extension of time equal to the period of delay, provided Contractor has given City written notice of the commencement of delay within three (3) days of its occurrence.

SECTION 5 – LABOR

A. The Contract is subject to California Labor Code sections 1720 and following, and Contractor and any subcontractor shall pay not less than the specified prevailing rates of wage to all workers employed in performance of the Work. Pursuant to the provisions of section 1770 of the California Labor Code, the City has obtained the general prevailing rate of wages and employer payments for health and welfare, vacation, pension and similar purposes in the City, as determined by the Director of the Department of Industrial Relations, a copy of which is on file in the office of the City, and shall be made available for viewing to any interested party upon request. The Contractor and each subcontractor shall forfeit as a penalty to the City not more than Two Hundred Dollars ($200) for each calendar day, or portion thereof, for each worker paid less than the stipulated prevailing wage rate in violation of the Labor Code. In addition, the difference between the prevailing wage rate and the amount paid to each worker for each calendar day or portion thereof for which each worker was paid less than the stipulated prevailing wage rate shall be paid to each worker by the Contractor.

B. Contractor's attention is directed to the provisions in sections 1777.5 and 1777.6 of the Labor Code concerning the employment of apprentices by the Contractor or any subcontractor under the Contractor. It shall be the responsibility of the Contractor to effectuate compliance on the part of itself and any subcontractors with the requirements for employment of apprentices. Information relative to apprenticeship standards, wage schedules, and other requirements may be obtained from the Director of Industrial Relations, ex-officio the Administrator of Apprenticeship, San Francisco, California, or from the Division of Apprenticeship Standards and its branch offices.

C. Pursuant to Labor Code section 1776, the Contractor and each subcontractor shall maintain weekly certified payroll records showing the name, address, social security number, work classification, straight time and overtime hours

paid each day and week, and the actual per diem wages paid to each journeyman, apprentice, worker or other employee employed in connection with the work. Contractor shall certify under penalty of perjury that records maintained and submitted by Contractor are true and accurate. Contractor shall also require subcontractor(s) to certify weekly payroll records under penalty of perjury. In the event of noncompliance with the requirements of this section, the Contractor shall have ten (10) days in which to comply subsequent to receipt of written notice specifying any item or actions necessary to achieve compliance with this section. If Contractor or subcontractor does not comply after such ten (10)-day period, the Contractor shall, as a penalty to the City, forfeit One Hundred Dollars ($100) for each day, or portion thereof, for each worker until strict compliance is effectuated.

D. Pursuant to the requirements of Division 4 of the Labor Code, the Contractor will be required to secure the payment of worker's compensation to its employees in accordance with the provisions of section 3700 of the Labor Code. Prior to commencement of work, the Contractor shall sign and file with the Engineer a certification in the following form:

> "I am aware of the provisions of section 3700 of the Labor Code which require every employer to be insured against liability for worker's compensation or to undertake self-insurance in accordance with the provisions before commencing the performance of the work of this contract."

E. Contractor shall submit to the City, in advance of excavation five (5) feet or more in depth and an estimated expenditure in excess of twenty-five thousand dollars ($25,000), a detailed plan showing the design of shoring, bracing, sloping or other provisions to be made for worker protection from the hazard of caving ground during the excavation of any trench or trenches five feet or more in depth. If such plan varies from the shoring system standards, the plan shall be prepared by a registered civil or structural engineer. The plan shall not be less effective than the shoring, bracing, sloping, or other provisions of the Construction Safety Orders, as defined in the California Code of Regulations, and all costs therefor shall be included in the Contract Price. Nothing in this section shall be deemed to allow the use of a shoring, bracing, sloping, or other protective system less effective than that required by the Construction Safety Orders. Nothing in this section shall be construed to impose a tort liability on the Owner, any of its officers, officials, partners, employees, agents, consultants or volunteers. The Owner's review of the Contractor's excavation plan is only for general conformance to the Construction Safety Orders. Prior to commencing any excavation, the Contractor shall designate in writing to the Owner the "competent person(s)" with the authority and responsibilities designated in the Construction Safety Orders.

F. Full compensation for conforming to the requirements of this section shall be considered as included in the Contract Price, and no additional compensation will be allowed therefore.

SECTION 6 - CHANGES IN WORK

A. Contractor shall make no changes in the Work without written direction from the City. Contractor shall not be compensated for any change made without City's written direction. No changes in the work covered by this Agreement shall exonerate any surety or any bond given in connection with this Agreement. Owner may reject materials or Work that does not meet the requirements of the Contract Documents. If Owner does so, Contractor shall promptly remove the rejected materials or work and replace it with materials or work that meet the requirements of the Contract Documents, at no additional cost to Owner. The Contractor may request consideration of substitute materials; Owner's approval of any substitution will be at the Owner's sole discretion.

B. If the City directs the Contractor in writing to make changes in the work that materially affect the cost of performing the work, the Contract Price will be adjusted based on one of the following:

1. Where the work involved is covered by unit prices contained in the Contract Documents, by application of unit prices to the quantities involved in the changed Work;

2. By a combination of existing and new unit prices and related quantities for the changed work;

3. Time and Materials, calculated as set forth in Section 6(C), below; or

4. By mutual acceptance of a lump sum.

C. The cost for extra or changed work performed on a Time and Materials basis shall be determined as follows:

1. Labor: Contractor will be paid the cost of labor for workers used in actual and direct performance of extra work, including only :

   (a) Actual Wages: Actual wages paid shall include any employer payments to or on behalf of workers for health and welfare, pension, vacation, and similar purposes.

   (b) Labor Surcharge: Payments imposed by local, county, state, and federal laws and ordinances, and other payments made to, or on behalf of, workers, other than actual wages as defined above, such as taxes and insurance. Labor surcharge shall be and shall not exceed that set forth in California Department of Transportation official labor surcharges schedule which is in effect on date upon which extra or changed work is accomplished and which schedule is incorporated herein by reference as though fully set forth herein.

2. Material: Only materials furnished by Contractor and necessarily used in performance of extra Work will be paid for. Cost of such materials will be cost, including sales tax and delivery charges, to purchaser (Contractor, Subcontractor or other forces) from supplier thereof, except as the following are applicable: (a) If cash or trade discount by actual supplier is offered or available to purchaser, it shall be credited to the City notwithstanding fact that such discount may not have been taken. (b) For materials salvaged upon completion of extra Work, salvage value of materials shall be deducted from cost, less discounts, of materials. (c) If City determines that cost of a material is excessive, then cost of material shall be deemed to be lowest reasonably available wholesale price at which material is available in quantities concerned delivered to Site, less any discounts described in (a), above.

3. Equipment: For Contractor-owned equipment, payment will be made at rental rates listed for equipment in California Department of Transportation official equipment rental rate schedule which is in effect on date upon which extra Work is accomplished and which schedule is incorporated herein by reference as though fully set forth herein. If there is no applicable rate for an item of equipment, then payment shall be made for Contractor- or Subcontractor-owned equipment at rental rate listed in the most recent edition of the Association of Equipment Distributors (AED) book.

   (a) For rented equipment, payment will be made based on actual rental invoices. Equipment used on extra Work shall be of proper size and type.

   (b) Cost of equipment shall be calculated at rental rate for equipment of proper size and type, as determined by the City. Rental rates paid shall be deemed to cover cost of fuel, oil, lubrication, supplies, small tools, necessary attachments, repairs and maintenance of any kind, depreciation, storage, insurance, and all incidentals. Unless otherwise specified, manufacturer's ratings, and manufacturer-approved modifications, shall be used to classify equipment for determination of applicable rental rates. Rental time will not be allowed while equipment is inoperative due to breakdowns.

   (c) Individual pieces of equipment or tools having a replacement value of $100 or less, whether or not consumed by use, shall be considered to be small tools.

4. Work Performed by Special Forces or Other Special Services: When the City and Contractor, by agreement, determine that special service or item of extra Work cannot be performed by forces of Contractor or

those of any Subcontractors, service or extra Work item may be performed by specialist. Invoices for service or item of extra Work on basis of current market price thereof may be accepted without complete itemization of labor, material, and equipment rental costs when it is impracticable and not in accordance with established practice of special service industry to provide complete itemization. In those instances wherein Contractor is required to perform extra Work necessitating a fabrication or machining process in a fabrication or machine shop facility away from Site, charges for that portion of extra Work performed in such facility may, by agreement, be accepted as a specialist billing. In lieu of overhead and profit provided in paragraph 5(a), below, fifteen percent (15%) will be added to specialist invoice price, after deduction of any cash or trade discount offered or available, whether or not such discount may have been taken.

5. OVERHEAD DEFINED

(a) The following constitutes charges that are deemed included in overhead for all Contract Modifications, including work performed on a Time and Materials basis. Contractor shall not invoice or receive payment for these costs separately: Drawings: field drawings, Shop Drawings, etc., including submissions of drawings; Routine field inspection; General Superintendence; General administration and preparation of cost proposals, schedule analysis, Change Orders, and other supporting documentation; Computer services; Reproduction services; Salaries of project engineer, superintendent, timekeeper, storekeeper, and secretaries; Janitorial services; Small tools, incidentals and consumables; Temporary on-Site facilities (Offices, Telephones, Plumbing, Electrical Power, lighting); Platforms, Fencing, Water, Home office expenses; vehicles and fuel used for work otherwise included in the Contract Documents; Surveying; Estimating; Protection of Work; Handling and disposal fees; Final cleanup; Other incidental Work; Related warranties.

6. OVERHEAD FOR TIME AND MATERIALS

For work Contractor performs on Time and Materials at the City's direction, the following markups will be added to the cost of labor, materials and equipment, calculated as described above.

(a) Overhead and profit on labor shall be fifteen percent (15%).

(b) Overhead and profit on materials shall be fifteen percent (15%).

(c) Overhead and profit on equipment rental shall be ten percent (10%).

(d) When work is performed by a first tier Subcontractor, Contractor shall receive a five percent (5%) markup on Subcontractor's total costs of extra work. First tier Subcontractor's markup on its Work shall not exceed fifteen percent (15%).

(e) When extra Work is performed by a lower tier Subcontractor, Contractor shall receive a total of five percent (5%) markup on the lower tier Subcontractor's total costs of extra work. Contractor and first tier Subcontractors and lower tier Subcontractors shall divide the fifteen percent (15%) markup as mutually agreed.

(f) Notwithstanding the foregoing, in no case shall the total markup on any extra work exceed twenty percent (20%) of the direct cost, notwithstanding the actual number of Contract tiers.

(g) On proposals covering both increases and decreases in Contract Price, overhead and profit shall be allowed on the net increase only as determined in this paragraph. When the net difference is a deletion, no percentage for overhead or profit will be allowed, but rather a deduction shall apply.

(h) The markup shall include profit, small tools, cleanup, supervision, warranties, cost of preparing the cost proposal, jobsite overhead, and home office overhead. No markup will be allowed on taxes, insurance, and bonds.

D. If the City directs the Contractor in writing to make changes in the Work that materially affect the time required to perform the Work, the City will make a reasonable adjustment to the Contract Time.

SECTION 7 – CLAIMS AND DISPUTES

A. If any dispute shall arise between City and Contractor regarding performance of the work, or any alleged change in the work, Contractor shall timely perform the disputed work and shall give written notice of a claim for additional compensation for the work to City within three (3) days after commencement of the disputed work. Contractor's failure to give written notice within the three (3)-day period constitutes an agreement by Contractor that it will receive no extra compensation for the disputed work.

B. Disputes arising under this Agreement shall be resolved in accordance with the procedures set forth in section 20104.50 of the Public Contract Code.

C. Pursuant to Public Contract Code section 9201, the City shall provide Contractor with timely notification of the receipt of any third-party claim relating to the Contract.

SECTION 8 - INSPECTION AND PROTECTION OF WORK

A. Responsibility for, and security of, all work and materials is the responsibility of the Contractor until final acceptance of the project by the City.

B. Contractor shall make the work accessible at all reasonable times for inspection by the City. Contractor shall, at the first opportunity, inspect all material and equipment delivered to the jobsite by others to be used or incorporated in the Contractor's work and give prompt notice of any defect therein. Contractor assumes full responsibility to protect the work done hereunder until final acceptance by the City.

C. When the Work is completed, Contractor shall request, in writing, a final inspection. Within ten (10) days of the receipt of such request, the City shall make a final inspection. The Contractor or its representatives may be present at the final inspection. The purpose of such final inspection shall be to determine whether the Work has been completed in accordance with the Contract Documents, including all change orders and all interpretations and instructions previously issued.

SECTION 9 – ASSIGNMENT AND SUBCONTRACTING

A. Contractor shall give personal attention to the performance of the Contract and shall keep the Work under its control.

B. No subcontractors will be recognized as such, and all persons engaged in the work of construction will be considered as employees of the Contractor, who will be held responsible for their work which shall be subject to the provisions of the Contract and specifications.

C. No subcontractor who is ineligible to bid work on, or be awarded, a public works project under Labor Code sections 1771.1 or 1777.7 can bid on, be awarded or perform work as a subcontractor on the Project. The Contractor is prohibited from performing work on the Project with a subcontractor who is ineligible to perform work on a public works project under these sections of the Labor Code.

D. When a portion of the work which has been subcontracted by the Contractor is not being prosecuted in a manner satisfactory to the City, the subcontractor shall be removed immediately on the requisition of the City and shall not again be employed on the work.

E. Contractor may not assign performance of the Contract may not be assigned except upon written consent of the City.

SECTION 10 - TERMINATION

A. Should Contractor fail within seven (7) calendar days from receipt of City's written notice to correct any default, including but not limited to failure perform the Work in accordance with the Contract Documents, failure to comply with the directions of City,

or failure pay its creditors, City may terminate this Agreement. Following a termination for default, City shall have the right to take whatever steps it deems necessary to correct Contractor's deficiencies and charge the cost thereof to Contractor, who shall be liable for the full cost of City's corrective action, including reasonable overhead, profit and attorneys' fees.

B. City may at any time terminate this Agreement at City's convenience upon five days written notice to Contractor; in the event of termination for convenience, Contractor shall recover only the actual cost of work completed to the date of termination, which costs are documented to City's satisfaction, plus a reasonable amount not to exceed fifteen percent (15%) of the actual cost of the Work performed for overhead and profit. Contractor shall not be entitled to any claim or lien against City for any additional compensation or damages in the event of such termination.

C. If City terminates Contractor for cause, and if it is later determined that the termination was wrongful, such default termination shall automatically be converted to and treated as a termination for convenience. In such event, Contractor shall be entitled to receive only the amounts payable under this section, and Contractor specifically waives any claim for any other amounts or damages, including, but not limited to, any claim for consequential damages or lost profits.

SECTION 11 – HOLD HARMLESS AND INDEMNIFICATION

A. The City of Escalon and all officers and employees thereof connected with the Work, including but not limited to the City Council and the Chief Building Official, shall not be answerable or accountable in any manner: for any loss or damage that may happen to the Work or any part thereof; for any loss or damage to any of the materials or other things used or employed in performing the Work; for injury to or death of any person; or for damage to property from any cause except losses due to sole or active negligence of the City of Escalon’s officers or employees.

B. Contractor shall indemnify, defend with legal counsel approved by City, and hold harmless City, its officers, officials, employees and volunteers from and against all liability, loss, damage, expense, cost (including without limitation reasonable legal counsel fees, expert fees and all other costs and fees of litigation) of every nature arising out of or related to the Work or the Project, except such loss or damage which is caused by the sole or active negligence or willful misconduct of the City. Should conflict of interest principles preclude a single attorney from representing both City and Contractor, or should City otherwise find Contractor's legal counsel unacceptable, then Contractor shall reimburse the City its costs of defense, including without limitation reasonable attorney’s fees, expert fees and all other costs and fees of litigation. The Contractor shall promptly pay any final judgment rendered against the City (and its officers, officials, employees and volunteers) except for claims determined by a trier of fact to have been the result of the City’s sole or active negligence or willful misconduct. It is expressly understood and agreed that the foregoing provisions are intended to be

as broad and inclusive as is permitted by the law of the State of California and will survive termination of this Agreement.

C. Contractor's obligations under this section apply regardless of whether or not such claim, charge, damage, demand, action, proceeding, loss, stop notice, cost, expense, judgment, civil fine or penalty, or liability was caused in part or contributed to by an Indemnitee. However, without affecting the rights of City under any provision of this Agreement, Contractor shall not be required to indemnify and hold harmless City for liability attributable to the active negligence of City, provided such active negligence is determined by agreement between the parties or by the findings of a court of competent jurisdiction. In instances where City is shown to have been actively negligent and where City's active negligence accounts for only a percentage of the liability involved, the obligation of Contractor will be for that entire portion or percentage of liability not attributable to the active negligence of City.

D. In addition to any remedy authorized by law, so much of the money due the Contractor under and by virtue of the contract as shall be considered necessary by the City, may be retained by the City of Escalon until disposition has been made of such suits or claims for damage.

SECTION 12 – BONDS AND INSURANCE

A. Bonds

1. Within ten (10) days after being notified of the award of the contract, and before the City will execute the agreement for construction, the Contractor to whom the Contract is awarded shall furnish and file with the City Performance and Payment Surety bonds as set forth below.

2. Contractor shall submit the bonds on the forms provided with the Contract Documents, duly executed by a responsible corporate surety listed in the United States Department of the Treasury circular entitled "Companies Holding Certificates of Authority as Acceptable Sureties on Federal Bonds and as Acceptable Reinsuring Companies," authorized to do business in the State of California and acceptable to City conditioned upon the faithful performance by the Contractor of all requirements of the Contract Documents. Each of the bonds shall be in a sum no less than one hundred percent (100%) of the Contract Price.

B. Insurance

1. Contractor shall obtain, at its sole cost and expense, all insurance required by in section 00510. Certificates of such insurance and copies of the insurance policies and endorsements shall be delivered to City within ten (10) days after being notified of the award of the

contract, and before execution of the agreement for construction by the City.

SECTION 13 - WARRANTY

Contractor warrants to City that all materials and equipment furnished shall be new, free from faults and defects and of good quality. Contractor hereby warrants its work against all deficiencies and defects for the period required by the prime contract or the longest period permitted by the law of this State, whichever is more.

SECTION 14 - LAWS TO BE OBSERVED

A. Contractor shall keep itself fully informed of all existing and future state and federal laws and county and municipal ordinances and regulations that in any manner affect those engaged or employed in the work, or the materials used in the work, or which in any way affect the conduct of work, and of all such orders and decrees of bodies or tribunals having any jurisdiction or authority over the same.

B. Contractor shall at all times observe and comply with, and shall cause all of its agents and employees to observe and comply with all such existing and future Federal, State and local laws, ordinances, regulations, orders, and decrees of bodies or tribunals having any jurisdiction or authority over the Project; and shall protect and indemnify the City, and all officers and employees thereof connected with the Project, against any claim or liability arising from or based on the violation of any such law, ordinance, regulation, order, or decree, whether by the City's representative or their employees. If any discrepancy or inconsistency is discovered in the plans, drawings, specifications, or contract for the work in relation to any such law, ordinance, regulation, order or decree, Contractor shall promptly report the same to the City in writing.

SECTION 15 – MISCELLANEOUS

A. Existing Utilities

The location of known existing utilities and pipelines are shown on the Plans in their approximate locations. However, nothing herein shall be deemed to require the Owner to indicate the presence of existing service laterals or appurtenances whenever the presence of such utilities on the site of the project can be inferred from the presence of other visible facilities, such as buildings, cleanouts, meter and junction boxes, on or adjacent to the site of the Project.

Contractor shall take all steps reasonably necessary to ascertain the exact location of all underground facilities prior to doing work that may damage such facilities or interfere with their service, including but not limited to calling Underground Service Alert to locate utilities in accordance with the procedures described in Government Code section 4215 *et seq*. Contractor shall protect from damage any utility facilities that are to remain in place, be installed, relocated or otherwise rearranged.

If Contractor while performing the Work discovers utility facilities not identified in the Contract Documents, Contractor shall immediately notify the City and the utility owner. City shall arrange the removal, relocation, or protection of existing main or trunk line utility facilities located at the site of the Work but not identified in the Contract.

If the Contractor is required to locate, repair damage not due to the Contractor's failure to exercise reasonable care, and remove or relocate existing main or trunk line utility facilities, it shall be compensated under section 6 of this Contract – Changes in the Work - including payment for equipment on the Project necessarily idled during such work.

Contractor will not be entitled to damages or additional payment for delays caused solely by the failure of City, or the owner of the utility, to provide for removal or relocation of existing main or trunk line utility facilities not identified in the Contract Documents, except for equipment necessarily idled during such work.

Contractor shall not be assessed liquidated damages for delay in completing the WORK solely attributable to the failure of City, or the owner of the utility, to provide for removal or relocation of existing main or trunk line utility facilities not indicated in the Contract Documents with reasonable accuracy.

The right is reserved by the City and the owners of facilities or their authorized agents, to enter the job for the purpose of making such changes as are necessary for the rearrangement of their facilities or for making necessary connections or repairs to their properties. The Contractor shall cooperate with forces engaged in such work and shall conduct his operations in such a manner as to avoid any delay or hindrance to the work being performed by such other forces.

Attention is directed to the possible existence of underground facilities not known to the City, or in a location different from that which is shown on the plans or in the Special Provisions.

The Owner will assume the responsibility for the timely removal, relocation, or protection of existing main or trunk line utility facilities located on the Project site if such utilities are not identified by the Owner in the Contract Documents or which can reasonably be inferred from the presence of other visible facilities.

B. Utility Location

It shall be the Contractor's responsibility to determine the exact location and depth of all utilities, including service connections, which have been marked by the respective utility owners and which the Contractor believes may affect or be affected by the Contractor's operations. The Contractor shall not be entitled to additional compensation nor time extensions for work necessary to avoid interferences nor for repair to damaged utilities if the Contractor does not expose all such existing utilities as required by this section.

The locating of utilities shall be in conformance with Government Code section 4216 except for the Owner's utilities located on the Owner's property and not on public right-of-way.

Pursuant to Government Code section 4216.2 the Contractor shall contact the appropriate regional notification center at least two (2) working days but not more than fourteen (14) calendar days before performing any excavation. The Contractor shall request that the utility owners conduct a utility survey and mark or otherwise indicate the location of their service. The Contractor shall furnish to the Construction Manager written documentation of its contact(s) with the regional notification center prior to commencing excavation at such locations.

After the utility survey is completed, the Contractor shall commence "potholing" or hand digging to determine the actual location of the pipe, duct, or conduit. The Construction Manager shall be given notice prior to commencing potholing operations. The Contractor shall uncover all piping and conduits, to a point one (1) foot below the pipe, where crossings, interferences, or connections are shown on the Drawings, prior to trenching or excavating for any pipe or structures, to determine actual elevations. New pipelines shall be laid to such grade as to clear all existing facilities, which are to remain in service for any period subsequent to the construction of the run of pipe involved.

The Contractor's attention is directed to the requirements of Government Code section 4216.2 (a)(2) which provides: "When the excavation is proposed within ten (10) feet of a high priority subsurface installation, the operator of the high priority subsurface installation shall notify the excavator of the existence of the high priority subsurface installation prior to the legal excavation start date and time, as such date and time are authorized pursuant to paragraph (1) of subdivision (a) of 4216.2. The excavator and the operator or its representative shall conduct an onsite meeting at a mutually-agreed-on time to determine actions or activities required to verify the location of the high priority subsurface installation prior to start time." The Contractor shall notify the Construction Manager in advance of this meeting.

C. Utility Relocation and Repair – If interferences occur at locations other than those indicated in the Contract Documents with reasonable accuracy, the Contractor shall notify the Construction Manager in writing. The Construction Manager will supply information for correcting the interferences in accordance with the responsibilities of this section and Government Code section 4215.

Care shall be exercised by the Contractor to prevent damage to adjacent existing facilities and public or private works; where equipment will pass over these obstructions, suitable planking shall be placed. If high priority subsurface installations are damaged and the operator cannot be contacted, the Contractor shall call 911 emergency services.

The Owner will compensate the Contractor for the costs of locating and repairing damage not due to the failure of the Contractor to exercise reasonable care, and for

removing or relocating such main or trunk line utility facilities not indicated in the Contract Documents with reasonable accuracy, and for the cost of equipment on the Project necessarily idled during such work. The payment for such costs will be made as provided in Section 6 – Changes in the Work. The Contractor shall not be assessed liquidated damages for delay in completion of the Project, when such delay is caused by the failure of the Owner or utility company to provide for removal or relocation of such utility facilities. Requests for extensions of time arising out of utility relocation or repair delays shall be filed in accordance with Section 7 of this Agreement and SC-8.

The public utility, where it is the owner of the affected utility, shall have the sole discretion to perform repairs or relocation work or permit the Contractor to do such repairs or relocation work at a reasonable price. The right is reserved to the Owner and the owners of utilities or their authorized agents to enter upon the Work area for the purpose of making such changes as are necessary for the rearrangement of their facilities or for making necessary connections or repairs to their properties. The Contractor shall cooperate with forces engaged in such work and shall conduct its operations in such a manner as to avoid any unnecessary delay or hindrance to the work being performed by such forces and shall allow the respective utilities time to relocate their facility.

When the Contract Documents indicate that a utility is to be relocated, altered or constructed by others, the Owner will conduct all negotiations with the utility company and the work will be done at no cost to the Contractor, unless otherwise stipulated in the Agreement.

Temporary or permanent relocation or alteration of utilities desired by the Contractor for its own convenience shall be the Contractor's responsibility and it shall make arrangements and bear all costs for such work.

D. DIFFERING SITE CONDITIONS.

1. The Contractor shall promptly, and before the following conditions are disturbed, notify the City in writing of any:

   (a) Material that the Contractor believes may be material that is hazardous waste, as defined in section 25117 of the Health and Safety Code, that is required to be removed to a Class I, Class II, or Class III disposal site in accordance with provisions of existing law.

   (b) Subsurface or latent physical conditions at the site differing materially from those indicated by information about the site made available to bidders prior to the deadline for submitting bids, or

   (c) Unknown physical conditions at the site of any unusual nature, differing materially from those ordinarily encountered and

generally recognized as inherent in work of the character provided for in this Contract.

2. The City shall promptly investigate the conditions, and if it finds that such conditions do materially so differ, or do involve hazardous waste, and cause an increase or decrease in the Contractor's cost of, or the time required for, performance of any part of the Work, it shall issue a change order under the provisions described in the Contract Documents.

3. No claim of the Contractor under this clause shall be considered unless the Contractor has given the notice required in the Contract Documents.

4. In the event a dispute arises between the City and the Contractor as to whether the conditions materially differ, or involve hazardous waste, or cause a decrease or increase in the Contractor's cost of, or time required for, performance of any part of the work, Contractor shall not be excused from completing the Work as provided in the Contract Documents. The Contractor shall proceed with all work to be performed under the Contract. The Contractor shall retain any and all rights provided either by this Contract or by law, which pertain to the resolution of disputes and protests.

E. RECORDS AND AUDITS

1. Contractor and its subcontractors shall establish and maintain records pertaining to this contract. Contractor's and subcontractors' accounting systems shall conform to generally accepted accounting principles and all records shall provide a breakdown of all costs charged under this contract, including properly executed payrolls, time records, invoices and vouchers.

2. Contractor shall permit City and its authorized representatives to inspect, examine and make copies of Contractor's books, records, accounts, and any and all data relevant to this Contract at any reasonable time for the purpose of auditing and verifying statements, invoices, or bills submitted by Contractor pursuant to this contract and shall provide such assistance as may be reasonably required in the course of such inspection. City further reserves the right to examine and re-examine said books, records, accounts, and data during the three (3)-year period following the termination of this Contract; and Contractor shall in no event dispose of, destroy, alter, or mutilate said books, records, accounts, and data in any manner whatever for three (3) years after the termination of this Contract.

3. Pursuant to California Government Code section 8546.7, the parties to this Contract shall be subject to the examination and audit of representative of the Auditor General of the State of California for a period of three (3) years after final payment under the contract. The examination and audit shall be confined to those matters connected with the performance of this contract including, but not limited to, the cost of administering the contract.

F. CLAYTON ACT AND CARTWRIGHT ACT

Section 7103.5 of the Public Contract Code specifies that in entering into a public works contract or a subcontract to supply goods, services or materials pursuant to a public works contract, the contractor or subcontractor offers and agrees to assign to the awarding body all rights, title, and interest in and to all causes of action it may have under section 4 of the Clayton Act (15 U.S.C. sec. 15) or under the Cartwright Act (Chapter 2 commencing with sec. 16700) of part 2 of division 7 of the Business and Professions Code, arising from purchase of goods, services or materials pursuant to the contract or subcontract. Pursuant to Public Contract Code section 7103.5 the Contractor and all of its Subcontractors hereby offer and agree to assign to the City all rights, title, and interest in and to all causes of action it may have under section 4 of the Clayton Act (15 U.S.C. sec. 15) or under the Cartwright Act (Chapter 2 commencing with sec. 16700) of part 2 of division 7 of the Business and Professions Code, arising from purchase of goods, services or materials pursuant to this Agreement. This assignment shall become effective when the City tenders final payment to the Contractor without further acknowledgement by the parties.

G. SITE SUPERINTENDANT

The Contractor shall provide competent supervision and staffing of the Work as approved by the City. The Contractor or designated representative shall be present at the site at all times while work is actually in progress. Superintendent must be able to proficiently speak, read and write in English.

H. CHARACTER OF WORKERS

If any subcontractor or person employed by the Contractor shall appear to the City to be incompetent or to act in a disorderly or improper manner, he shall be discharged immediately on the request of the City, and such person shall not again be employed on the Work.

I. NOTICES

All notices permitted or required under this Agreement shall be given at the following address, or at such other address as the parties may provide in writing for this purpose:

CITY:	**CONTRACTOR**
[INSERT DEPARTMENT]	
[INSERT ADDRESS]	
Email: _____	Email: _____
Attn: _____	Attn.: _____

The parties may designate, in writing, other individuals to whom notice is to be given. Notices shall be deemed to be received upon personal delivery to the addresses above; if sent by email, upon delivery; if sent by overnight delivery, upon delivery as shown by delivery service records; if sent by facsimile, upon receipt as confirmed by the sending facsimile equipment; if by United States Postal Service, five (5) days after deposit in the mail.

SECTION 16 - WAIVERS OF LIEN

Upon request the Contractor shall submit a complete list of major suppliers and/or subcontractors who will be providing material and/or labor for the performance of the Work, and shall submit with each payment request waivers of lien from each major supplier and/or subcontractor. Sample forms to be used will be furnished by the City.

SECTION 17 - CLEAN-UP

Contractor will remove from the project site all debris resulting from performance of the Work no less often than daily. If Contractor fails to do so, City may, after twenty-four (24) hours' notice to Contractor, clean up the site and deduct the cost from the Contract Price.

SECTION 18 - LICENSE REQUIREMENT

Contractor's attention is directed to Business and Professions Code sections 7000 *et seq*. concerning the licensing of contractors. At the time Contractor enters into this Contract and all times Contractor is performing the Work, Contractor shall have a valid license issued by the Contractors State License Board in the classification stated in the Special Provisions. All bidders and subcontractors shall be licensed in accordance with the laws of this State and any contractor or subcontractor not so licensed is subject to penalties imposed by such laws.

CONTRACTORS ARE REQUIRED BY LAW TO BE LICENSED AND REGULATED BY THE CONTRACTORS' STATE LICENSE BOARD WHICH HAS JURISDICTION TO INVESTIGATE COMPLAINTS AGAINST CONTRACTORS IF A COMPLAINT REGARDING A PATENT ACT OR OMISSION IS FILED WITHIN FOUR YEARS OF THE DATE OF THE ALLEGED VIOLATION. A COMPLAINT REGARDING A LATENT ACT OR OMISSION PERTAINING TO STRUCTURAL DEFECTS MUST BE FILED WITHIN 10 YEARS OF THE DATE OF THE ALLEGED VIOLATION. ANY QUESTIONS CONCERNING A CONTRACTOR MAY BE REFERRED TO THE REGISTRAR, CONTRACTORS' STATE LICENSE BOARD, P.O. BOX 26000, SACRAMENTO, CALIFORNIA 95826.

SECTION 19 - LABOR COMPLIANCE

This Project is subject to compliance monitoring and enforcement by the Department of Industrial Relations. It shall be the Contractor's sole responsibility to evaluate and pay the cost of complying with all labor compliance requirements under this Contract and applicable law.

SECTION 20 - CONTRACTOR AND SUBCONTRACTOR REGISTRATION

If the bids subject to the Notice Inviting Bids are due on or after March 1, 2015, then pursuant to Labor Code sections 1725.5 and 1771.1, all contractors and subcontractors that wish to bid on, be listed in a bid proposal, or enter into a contract to perform public work must be registered with the Department of Industrial Relations. No bid will be accepted nor any contract entered into without proof of the contractor's and subcontractors' current registration with the Department of Industrial Relations to perform public work.

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SECTION 21 – COMPLIANCE WITH STATE STORM WATER PERMIT

Contractor shall be required to comply with all aspects of the State Water Resources Control Board (State Water Board) Water Quality Order No. 2009-0009-DWQ, National Pollutant Discharge Elimination System General Permit for Storm Water Discharges Associated with Construction Activity (Permit) for all projects that involve construction on or disturbance of one acre or more of land or which are part of a larger common area of development.

[NAME OF CONTRACTOR]	**CITY OF ESCALON**
By_____	By_____
Name and Title:	Name and Title:
_____	_____
License No.	
_____	

(Contractor Signature must be Notarized)

END OF AGREEMENT

2016 WASTEWATER TREATMENT FACILITY BIOSOLIDS REMOVAL PROJECT

INSURANCE REQUIRED

The Contractor shall obtain, and at all times during performance of the Work of Contract, maintain all of the insurance described herein. Contractor shall not commence Work under this Contract until it has provided evidence satisfactory to the City that it has secured all insurance required hereunder. Contractor shall not allow any subcontractor to commence work on any subcontract until it has provided evidence satisfactory to the City that the subcontractor has secured all insurance required under this section. Failure to provide and maintain all required insurance shall be grounds for the City to terminate this Contract for cause. Contractor shall furnish City with original certificates of insurance and endorsements effective coverage required by this Contract on forms satisfactory to the City. The certificates and endorsements for each insurance policy shall be signed by a person authorized by that insurer to bind coverage on its behalf, and shall be on forms acceptable to the City. All certificates and endorsements must be received and approved by the City before Work commences.

a. Additional Insureds; Waiver of Subrogation. The City, its elected officials, officers, employees, agents and authorized volunteers shall be named as Additional Insureds on Contractor's All Risk policy and on Contractor's and its subcontractors' policies of Commercial General Liability and Automobile Liability insurance using, for Contractor's policy/ies of Commercial General Liability insurance, ISO CG forms 20 10 and 20 37 (or endorsements providing the exact same coverage, including completed operations), and, for subcontractors' policies of Commercial General Liability insurance, ISO CG form 20 38 (or endorsements providing the exact same coverage). Notwithstanding the minimum limits set forth in this Contract for any type of insurance coverage, all available insurance proceeds in excess of the specified minimum limits of coverage shall be available to the parties required to be named as Additional Insureds hereunder. Contractor and its insurance carriers shall provide a Waiver of Subrogation in favor of those parties.

b. Workers' Compensation Insurance. The Contractor shall provide workers' compensation insurance for all of the employees engaged in Work under this Contract, on or at the Site, and, in case any of sublet Work, the Contractor shall require the subcontractor similarly to provide workers' compensation insurance for all the latter's employees as prescribed by State law. Any class of employee or employees not covered by a subcontractor's insurance shall be covered by the Contractor's insurance. In case any class of employees engaged in work under this Contract, on or at the Site, is not protected under the Workers' Compensation Statutes, the Contractor shall provide or shall cause a subcontractor to provide, adequate insurance coverage for the protection of such

employees not otherwise protected. The Contractor is required to secure payment of compensation to his employees in accordance with the provisions of section 3700 of the Labor Code. The Contractor shall file with the City certificates of his insurance protecting workers. Company or companies providing insurance coverage shall be acceptable to the City, if in the form and coverage as set forth in the Contract Documents.

c. Employer's Liability Insurance. Contractor shall provide Employer's Liability Insurance, including Occupational Disease, in the amount of at least one million dollars ($1,000,000.00) per person per accident. Contractor shall provide City with a certificate of Employer's Liability Insurance. Such insurance shall comply with the provisions of the Contract Documents. The policy shall be endorsed, if applicable, to provide a Borrowed Servant/Alternate Employer Endorsement and contain a Waiver of Subrogation in favor of the City.

d. Commercial General Liability Insurance. Contractor shall provide "occurrence" form Commercial General Liability insurance coverage at least as broad as the most current ISO CGL Form 00 01, including but not limited to, premises liability, contractual liability, products/completed operations, personal and advertising injury which may arise from or out of Contractor's operations, use, and management of the Site, or the performance of its obligations hereunder. The policy shall not contain any exclusion contrary to this Contract including but not limited to endorsements or provisions limiting coverage for (1) contractual liability (including but not limited to ISO CG 24 26 or 21 39); or (2) cross-liability for claims or suits against one insured against another. Policy limits shall not be less than $1,000,000 per occurrence for bodily injury, personal injury and property damage. If Commercial General Liability Insurance or other form with a general aggregate limit is used, either the general aggregate limit shall apply separately to this project/location or the general aggregate limit shall be twice the required occurrence limit. Defense costs shall be paid in addition to the limits.

   i. Such policy shall comply with all the requirements of this Article. The limits set forth herein shall apply separately to each insured against whom claims are made or suits are brought, except with respect to the limits of liability. Further the limits set forth herein shall not be construed to relieve the Contractor from liability in excess of such coverage, nor shall it limit Contractor's indemnification obligations to the City, and shall not preclude the City from taking such other actions available to the City under other provisions of the Contract Documents or law.

   ii. All general liability policies provided pursuant to the provisions of this Article shall comply with the provisions of the Contract Documents.

   iii. All general liability policies shall be written to apply to all bodily injury, including death, property damage, personal injury, owned and non-owned equipment, blanket contractual liability, completed operations liability,

explosion, collapse, under-ground excavation, removal of lateral support, and other covered loss, however occasioned, occurring during the policy term, and shall specifically insure the performance by Contractor of that part of the indemnification contained in these General Conditions relating to liability for injury to or death of persons and damage to property.

iv. If the coverage contains one or more aggregate limits, a minimum of 50% of any such aggregate limit must remain available at all times; if over 50% of any aggregate limit has been paid or reserved, the City may require additional coverage to be purchased by Contractor to restore the required limits. Contractor may combine primary, umbrella, and as broad as possible excess liability coverage to achieve the total limits indicated above. Any umbrella or excess liability policy shall include the additional insured endorsement described in the Contract Documents.

v. All policies of general liability insurance shall permit and Contractor does hereby waive any right of subrogation which any insurer of Contractor may acquire from Contractor by virtue of the payment of any loss.

e. Automobile Liability Insurance. Contractor shall provide "occurrence" form Automobile Liability Insurance at least as broad as ISO CA 00 01 (Any Auto) in the amount of, at least, one million dollars ($1,000,000) per accident for bodily injury and property damage. Such insurance shall provide coverage with respect to the ownership, operation, maintenance, use, loading or unloading of any auto owned, leased, hired or borrowed by Contractor or for which Contractor is responsible, in a form and with insurance companies acceptable to the City. All policies of automobile insurance shall permit and Contractor does hereby waive any right of subrogation which any insurer of Contractor may acquire from Contractor by virtue of the payment of any loss.

f. Builder's Risk ["All Risk"]

i. It is the Contractor's responsibility to maintain or cause to be maintained Builder's Risk ["All Risk"] extended coverage insurance on all work, material, equipment, appliances, tools, and structures that are or will become part of the Work and subject to loss or damage by fire, and vandalism and malicious mischief, in an amount to cover 100% of the replacement cost. The City accepts no responsibility for the Work until the Work is formally accepted by the City. The Contractor shall provide a certificate evidencing this coverage before commencing performance of the Work.

ii. The named insureds shall be Contractor, all Subcontractors of any tier (excluding those solely responsible for design work), suppliers, and City, its elected officials, officers, employees, agents and authorized volunteers, as their interests may appear. Contractor shall not be required to maintain

property insurance for any portion of the Work following acceptance by City.

iii. Policy shall be provided for replacement value on an "all risk" basis. There shall be no coinsurance penalty provision in any such policy. Policy must include: (1) coverage for any ensuing loss from faulty workmanship, nonconforming work, omission or deficiency in design or specifications; (2) coverage against machinery accidents and operational testing; (3) coverage for removal of debris, and insuring the buildings, structures, machinery, equipment, materials, facilities, fixtures and all other properties constituting a part of the Project; (4) transit coverage, including ocean marine coverage (unless insured by the supplier), with sub-limits sufficient to insure the full replacement value of any key equipment item; and (5) coverage with sub-limits sufficient to insure the full replacement value of any property or equipment stored either on or off the Site. Such insurance shall be on a form acceptable to City to ensure adequacy and sublimit.

iv. In addition, the policy shall meet the following requirements:

1) Insurance policies shall be so conditioned as to cover the performance of any extra work performed under the Contract.
2) Coverage shall include all materials stored on site and in transit.
3) Coverage shall include Contractor's tools and equipment.
4) Insurance shall include boiler, machinery and material hoist coverage.

g. Contractor shall require all tiers of sub-contractors working under this Contract to provide the insurance required under this Agreement unless otherwise agreed to in writing by City. Contractor shall make certain that any and all subcontractors hired by Contractor are insured in accordance with this Contract. If any subcontractor's coverage does not comply with the foregoing provisions, Contractor shall indemnify and hold the City harmless from any damage, loss, cost, or expense, including attorneys' fees, incurred by the City as a result thereof.

FORM AND PROOF OF CARRIAGE OF INSURANCE

a. Any insurance carrier providing insurance coverage required by the Contract Documents shall be admitted to and authorized to do business in the State of California unless waived, in writing, by the City's Risk Manager. Carrier(s) shall have an A.M. Best rating of not less than an A:VII. Insurance deductibles or self-insured retentions must be declared by the Contractor. At the election of the City, the Contractor shall either 1) reduce or eliminate such deductibles or self-insured retentions, or 2) procure a bond which guarantees payment of losses and related investigations, claims administration, and defense costs and expenses. If umbrella or excess liability coverage is used to meet any required limit(s)

specified herein, the Contractor shall provide a "follow form" endorsement satisfactory to the City indicating that such coverage is subject to the same terms and conditions as the underlying liability policy.

b. Each insurance policy required by this Contract shall be endorsed to state that: (1) coverage shall not be suspended, voided, reduced or cancelled except after thirty (30) days prior written notice by certified mail, return receipt requested, has been given to the City; and (2) any failure to comply with reporting or other provisions of the policies, including breaches of warranties, shall not affect coverage provided to the City its directors, officials, officers, employees, agents and volunteers.

c. The Certificates(s) and policies of insurance shall contain or shall be endorsed to contain the covenant of the insurance carrier(s) that it shall provide no less than thirty (30) days written notice be given to the City prior to any material modification or cancellation of such insurance. In the event of a material modification or cancellation of coverage, the City may terminate the Contract or stop the Work in accordance with the Contract Documents, unless the City receives, prior to such effective date, another properly executed original Certificate of Insurance and original copies of endorsements or certified original policies, including all endorsements and attachments thereto evidencing coverage's set forth herein and the insurance required herein is in full force and effect. Contractor shall not take possession, or use the Site, or commence operations under this Contract until the City has been furnished original Certificate(s) of Insurance and certified original copies of endorsements or policies of insurance including all endorsements and any and all other attachments as required in this section. The original endorsements for each policy and the Certificate of Insurance shall be signed by an individual authorized by the insurance carrier to do so on its behalf.

d. The Certificate(s) of Insurance, policies and endorsements shall so covenant and shall be construed as primary, and the City's insurance and/or deductibles and/or self-insured retentions or self-insured programs shall not be construed as contributory.

e. The City reserves the right to adjust the monetary limits of insurance coverages during the term of this Contract including any extension thereof if in the City's reasonable judgment, the amount or type of insurance carried by the Contractor becomes inadequate.

f. Contractor shall report to the City, in addition to Contractor's insurer, any and all insurance claims submitted by the Contractor in connection with the Work under this Contract.

END OF INSURANCE REQUIREMENTS

SECTION 00610
FAITHFUL PERFORMANCE BOND

2016 WASTEWATER TREATMENT FACILITY BIOSOLIDS REMOVAL PROJECT

KNOW ALL PERSONS BY THESE PRESENTS:

WHEREAS, the City of Escalon, California (hereinafter referred to as "City") and _____ _____ (hereinafter referred to as "Principal"), have entered into a written contract for furnishing of all labor, materials, equipment, transportation and services for the construction of the _____ (hereinafter referred to as the "Agreement"); the terms and conditions of which are incorporated herein by reference; and the terms of the Agreement require the Principal to furnish performance security.

NOW, THEREFORE, Principal and _____ _____ ("Surety"), are hereby held and firmly bound unto the City in the amount of ____ _____ Dollars ($_____), for payment of which Principal and Surety hereby bind themselves, their heirs, executors, administrators, successors, and assigns, jointly and severally, firmly by these presents.

THE CONDITION OF THIS OBLIGATION IS SUCH THAT, if Principal (or its heirs, executors, administrators, successors, or assigns approved by the City) performs all of the covenants, conditions, and obligations of the Agreement, including the obligation to indemnify, defend, and hold harmless the City, then this obligation shall be null and void; otherwise it shall be and remain in full force and effect.

The Surety's obligation under this bond shall arise after the City has provided written notice to the Surety, at the address set forth below, of the Principal's default under the Agreement, and the Principal's failure to cure the default in accordance with the terms of the Agreement.

The Surety hereby agrees, for value received, that its obligations under this bond shall in no way be impaired or modified by any modification to the Agreement by the City and the Principal, and the Surety hereby waives notice of any such modification.

IN WITNESS WHEREOF, the undersigned represent and warrant that they have the right, power, legal capacity, and authority to enter into and execute this document on behalf of the Principal and the Surety, and have caused this document to be executed by setting hereto their names, titles, and signatures.

[SIGNATURES ON FOLLOWING PAGE]

SECTION 00610
FAITHFUL PERFORMANCE BOND

CONTRACTOR, as Principal	SURETY
By: _____	By: _____
Its: _____	Its: _____
Address: _____	Address: _____
_____	_____
_____	_____
_____	_____
FAX: _____	FAX: _____

NOTE: NOTARY ACKNOWLEDGMENT FOR SURETY AND SURETY'S POWER OF ATTORNEY MUST BE ATTACHED.

SECTION 00620
PAYMENT FOR LABOR AND MATERIALS BOND

2016 WASTEWATER TREATMENT FACILITY BIOSOLIDS REMOVAL PROJECT

KNOW ALL PERSONS BY THESE PRESENTS:

WHEREAS, the City of Escalon, California (hereinafter referred to as "Owner") and _____ (hereinafter referred to as "Contractor"), have entered into a written contract for furnishing of all labor, materials, equipment, transportation and services for the construction of the **2016 WASTEWATER TREATMENT FACILITY BIOSOLIDS REMOVAL PROJECT, 2016-165** (hereinafter referred to as the "Construction Contract"); and

WHEREAS, Contractor is required by the terms of the Construction Contract to furnish a bond to secure payment for all work, labor, materials, equipment or services furnished in connection with the Construction Contract;

NOW, THEREFORE, Contractor, as principal, and _____ _____ (hereinafter referred to as "Surety"), as surety, are held and firmly bound unto Claimants, as defined herein, in the penal sum of _____ _____ Dollars ($_____), lawful money of the United States, for the payment of which sum well and truly to be made as provided in this Payment Bond.

1. Contractor and Surety, jointly and severally, bind themselves, their heirs, executors, administrators, successors and assigns to Owner to pay for work, labor, materials, equipment, services, or other items furnished for use and actually used in the performance of the Construction Contract, which is incorporated herein by reference.

2. With respect to Owner, this obligation shall be null and void if Contractor:

2.1. Promptly makes payment, directly or indirectly, for all sums due Claimants, and

2.2. Defends, indemnifies and holds Owner harmless from claims, demands, liens or suits by any person or entity whose claim, demand, lien or suit is for the payment for work, labor, materials, equipment, services or other items furnished for use in the performance of the Construction Contract, provided Owner has promptly notified Contractor and Surety (at the address described in Paragraph 12) of any claims, demands, liens or suits and tendered defense of such claims, demands, liens or suits to Contractor and Surety.

3. With respect to Claimants, this obligation shall be null and void if Contractor promptly makes payment, directly or indirectly, for all sums due.

4. Surety shall have no obligation to Claimants under this Bond until:

4.1. Claimants who are employed by or have a direct contract with Contractor have given notice to Surety (at the address described below) and sent a copy, or notice thereof, to Owner, stating that a claim is being made under this Payment Bond and, with substantial accuracy, the amount of the claim.

4.2. Claimants who do not have a direct contract with the Contractor:

4.3. Have furnished written notice to Contractor and sent a copy, or notice thereof, to Owner, as required by and conforming with Civil Code sections 9300 - 9306; and

4.4. Not having been paid within thirty (30) days of sending the required notice, have sent a written notice to Surety (at the address described below) and sent a copy to the Owner, stating that a claim is being made under this Payment Bond and enclosing a copy of the previous written notice furnished to Contractor.

5. When the Claimant has satisfied the conditions of Paragraph 4, Surety shall promptly and at Surety's expense take the following actions:

5.1. Send an answer to the Claimant, with a copy to Owner, within twenty (20) days after receipt of the claim, stating the amounts that are undisputed and the basis for challenging any amounts that are disputed.

5.2. Pay or arrange for payment of any undisputed amounts.

6. Surety's total obligation shall not exceed the amount of this Payment Bond, and the amount of this Payment Bond shall be credited for any payments made in good faith by Surety.

7. Amounts owed by Owner to Contractor under the Construction Contract shall be used for the performance of the Construction Contract and to satisfy claims, if any, under the Performance Bond. By Contractor furnishing and Owner accepting this Payment Bond, they agree that all funds earned by Contractor in the performance of the Construction Contract are dedicated to satisfy obligations of Contractor and Surety under this Bond, subject to the Owner's priority to use the funds for the completion of the work or the satisfaction of Owner's claims, including liquidated damages, under the Construction Contract.

8. Surety shall not be liable to Owner, Claimants or others for obligations of the Contractor that are unrelated to the Construction Contract. Owner shall not be liable for payment of any costs or expenses of any Claimants under this Payment Bond, and shall have under this Payment Bond no obligation to make payments to, give notices on behalf of, or otherwise have any obligation to Claimants under this Payment Bond.

9. Surety hereby waives notice of any change, including changes of time, to the Construction Contract or to related subcontracts, purchase orders and other obligations.

10. Notice to Surety, Owner or Contractor shall be mailed or delivered to the address shown on the signature page.

11. This Payment Bond has been furnished to comply with Civil Code sections 9550 *et seq*. Any provision in this Payment Bond conflicting with those statutory requirements shall be deemed deleted and provisions conforming to such statutory or other legal requirement shall be deemed incorporated herein. The intent is that this Payment Bond shall be construed as a statutory bond and not as a common law bond.

12. Upon request by any person or entity appearing to be a potential beneficiary of this Payment Bond, the Contractor shall promptly furnish a copy of this Payment Bond or shall permit a copy to be made.

13. DEFINITIONS

13.1. Claimant: An individual or entity identified in California Civil Code section 9100.

13.2. Construction Contract: The agreement between Owner and Contractor identified above, including all Contract Documents and changes thereto.

[SIGNATURES ON NEXT PAGE]

CONTRACTOR, as Principal	SURETY
By: _____	By: _____
Its: _____	Its: _____
Address: _____	Address: _____
_____	_____
_____	_____
_____	_____
FAX: _____	FAX: _____

NOTE: NOTARY ACKNOWLEDGMENT FOR SURETY AND SURETY'S POWER OF ATTORNEY MUST BE ATTACHED.

2016 WASTEWATER TREATMENT FACILITY BIOSOLIDS REMOVAL PROJECT

ARTICLE 1. DEFINITIONS

a. Acceptable, Acceptance or words of similar import shall be understood to be the acceptance of the Engineer and/or City.

b. Act of God is an earthquake in excess of a magnitude of 3.5 on the Richter scale and tidal waves.

c. Approval means written authorization by Engineer and/or City .

d. Contract Documents includes all documents as stated in the Contract.

e. City and Contractor are those stated in the Contract. The terms City and Owner may be used interchangeably.

f. Day shall mean calendar day unless otherwise specifically designated.

g. Engineer shall mean the City Engineer, or his or her designee, of the City, acting either directly or through properly authorized agents, such as agents acting within the scope of the particular duties entrusted to them. Also sometimes referred to as “City’s Representative” or “Representative” in the Contract Documents.

h. Equal, Equivalent, Satisfactory, Directed, Designated, Selected, As Required and similar words shall mean the written approval, selection, satisfaction, direction, or similar action of the Engineer and/or City.

i. Indicated, Shown, Detailed, Noted, Scheduled or words of similar meaning shall mean that reference is made to the drawings, unless otherwise noted. It shall be understood that the direction, designation, selection, or similar import of the Engineer and/or City is intended, unless stated otherwise.

j. Install means the complete installation of any item, equipment or material.

k. Material shall include machinery, equipment, manufactured articles, or construction such as form work, fasteners, etc., and any other classes of material to be furnished in connection with the Contract. All materials shall be new unless specified otherwise.

l. Perform shall mean that the Contractor, at Contractor’s expense, shall take all actions necessary to complete The Work, including furnishing of necessary labor, tools, and equipment, and providing and installing Materials that are indicated, specified, or required to complete such performance.

m. Project is The Work planned by City as provided in the Contract Documents.

n. Provide shall include provide, complete in place, that is furnish, install, test and make ready for use.

o. Recyclable Waste Materials shall mean materials removed from the Project site which are required to be diverted to a recycling center rather than an area landfill. Recyclable Waste Materials include, but not limited to, asphalt, concrete, soil, wood, brick, concrete block, metals, and rock.

p. Specifications means that portion of the Contract Documents consisting of the written requirements for materials, equipment, construction systems, standards and workmanship for the work. Except for Sections 1-9 of the Caltrans Standard Specifications for Construction ("Standard Specifications"), 2006 Edition, which are specifically excluded from incorporation into these Contract Documents, the Work shall be done in accordance with the Standard Specifications, including all current supplements, addenda, and revisions thereof. In the case of conflict between the Standard Specifications and the Contract Documents, the Contract Documents shall prevail.

q. The Work means the entire improvement planned by City pursuant to the Contract Documents.

r. Work means labor, equipment and materials incorporated in, or to be incorporated in the construction covered by the Contract Documents.

ARTICLE 2. CONTRACT DOCUMENTS

a. Contract Documents. The Contract Documents are complementary, and what is called for by one shall be as binding as if called for by all.

b. Interpretations. The Contract Documents are intended to be fully cooperative and to be complementary. If Contractor observes that any documents are in conflict, the Contractor shall promptly notify the Engineer in writing. In case of conflicts between the Contract Documents, the order of precedence shall be as follows:

1. Change Orders or Work Change Directives
2. Addenda
3. Special Provisions (or Special Conditions)
4. Technical Specifications
5. Plans (Contract Drawings)
6. Contract
7. General Conditions
8. Instructions to Bidders
9. Notice Inviting Bids
10. Contractor's Bid Forms
11. Standard Specifications

12. Standard Plans
13. Reference Documents

With reference to the Drawings, the order of precedence shall be as follows:

1. Figures govern over scaled dimensions
2. Detail drawings govern over general drawings
3. Addenda or Change Order drawings govern over Contract Drawings
4. Contract Drawings govern over Standard Drawings
5. Contract Drawings govern over Shop Drawings

c. Conflicts in Contract Documents. Notwithstanding the orders of precedence established above, in the event of conflicts, the higher standard shall always apply.

d. Organization of Contract Documents. Organization of the Contract Documents into divisions, sections, and articles, and arrangement of drawings shall not control the Contractor in dividing The Work among subcontractors or in establishing the extent of Work to be performed by any trade.

ARTICLE 3. CONTRACTS DOCUMENTS: COPIES & MAINTENANCE

Contractor will be furnished, free of charge, two (2) copies of the Contract Documents. Additional copies may be obtained at cost of reproduction.

Contractor shall maintain a clean, undamaged set of Contract Documents at the Project site.

ARTICLE 4. DETAIL DRAWINGS AND INSTRUCTIONS

a. Examination of Contract Documents. Before commencing any portion of The Work, Contractor shall again carefully examine all applicable Contract Documents, the Project site and other information given to Contractor as to materials and methods of construction and other Project requirements. Contractor shall immediately notify the Engineer of any potential error, inconsistency, ambiguity, conflict or lack of detail or explanation. If Contractor performs, permits, or causes the performance of any Work which is in error, inconsistent or ambiguous, or not sufficiently detailed or explained, Contractor shall bear any and all resulting costs, including, without limitation, the cost of correction. In no case shall the Contractor or any subcontractor proceed with Work if uncertain as to the applicable requirements.

b. Additional Instructions. After notification of any error, inconsistency, ambiguity, conflict or lack of detail or explanation, the Engineer will provide any required additional instructions, by means of drawings or other written direction, necessary for proper execution of Work.

c. Quality of Parts, Construction and Finish. All parts of The Work shall be of the best quality of their respective kinds and the Contractor must use all diligence to

inform itself fully as to the required construction and finish. In no case shall Contractor proceed with The Work without obtaining first from the Engineer such Approval may be necessary for the proper performance of Work.

d. Contractor's Variation from Contract Document Requirements. If it is found that the Contractor has varied from the requirements of the Contract Documents including the requirement to comply with all applicable laws, ordinances, rules and regulations, the Engineer may at any time, before or after completion of the Work, order the improper Work removed, remade or replaced by the Contractor at the Contractor's expense.

ARTICLE 5. EXISTENCE OF UTILITIES AT THE WORK SITE

a. City has endeavored to determine the existence of utilities at the Project site from the records of the owners of known utilities in the vicinity of the Project. The positions of these utilities as derived from such records are shown on the Plans.

b. No excavations were made to verify the locations shown for underground utilities. The service connections to these utilities are not shown on the plans. It shall be the responsibility of the Contractor to determine the exact location of all service connections. The Contractor shall make its own investigations, including exploratory excavations, to determine the locations and type of service connections, prior to commencing Work which could result in damage to such utilities. The Contractor shall immediately notify City in writing of any utility discovered in a different position than shown on the Plans or which is not shown on the Plans.

c. All water meters, water valves, fire hydrants, electrical utility vaults, telephone vaults, gas utility valves, and other subsurface structures shall be relocated or adjusted to final grade by the Contractor. Locations of existing utilities shown on the Plans are approximate and may not be complete. The Contractor shall be responsible for coordinating its Work with all utility companies during the construction of The Work.

d. Notwithstanding the above, pursuant to Section 4215 of the Government Code, City has the responsibility to identify, with reasonable accuracy, main or trunkline facilities on the plans and specifications. In the event that main or trunkline utility facilities are not identified with reasonable accuracy in the plans and specifications made a part of the invitation for bids, City shall assume the responsibility for their timely removal, relocation, or protection.

e. Contractor, except in an emergency, shall contact the appropriate regional notification center, Underground Service Alert at 1-800-227-2600 at least two working days prior to commencing any excavation if the excavation will be performed in an area which is known, or reasonably should be known, to contain subsurface installations other than the underground facilities owned or operated by City, and obtain an inquiry identification number from that notification center. No excavation shall be commenced or carried out by the Contractor unless such

an inquiry identification number has been assigned to the Contractor or any subcontractor of the Contractor and City has been given the identification number by the Contractor.

ARTICLE 6. SCHEDULE

a. Estimated Schedule. Within five (5) days after the issuance of the Notice to Proceed, Contractor shall prepare a Project schedule and shall submit this to the Engineer for Approval. The receipt or Approval of any schedules by the Engineer or City shall not in any way relieve the Contractor of its obligations under the Contract Documents. The Contractor is fully responsible to determine and provide for any and all staffing and resources at levels which allow for good quality and timely completion of the Project. Contractor's failure to incorporate all elements of Work required for the performance of the Contract or any inaccuracy in the schedule shall not excuse the Contractor from performing all Work required for a completed Project within the specified Contract time period. If the required schedule is not received by the time the first payment under the Contract is due, Contractor shall not be paid until the schedule is received, reviewed and accepted by the Engineer.

b. Schedule Contents. The schedule shall allow enough time for inclement weather. The schedule shall indicate the beginning and completion dates of all phases of construction; critical path for all critical, sequential time related activities; and "float time" for all "slack" or "gaps" in the non-critical activities. The schedule shall clearly identify all staffing and other resources which in the Contractor's judgment are needed to complete the Project within the time specified for completion. Schedule duration shall match the Contract time. Schedules indicating early completion will be rejected.

c. Schedule Updates. Contractor shall continuously update its construction schedule. Contractor shall submit an updated and accurate construction schedule to the Engineer whenever requested to do so by Engineer and with each progress payment request. The Engineer may withhold progress payments or other amounts due under the Contract Documents if Contractor fails to submit an updated and accurate construction schedule.

ARTICLE 7. SUBSTITUTIONS

a. Pursuant to Public Contract Code Section 3400(b) City may make a finding that is described in the invitation for bids that designates certain products, things, or services by specific brand or trade name.

b. Unless specifically designated in the Contract Documents, whenever any material, process, or article is indicated or specified by grade, patent, or proprietary name or by name of manufacturer, such Specifications shall be deemed to be used for the purpose of facilitating the description of the material, process or article desired and shall be deemed to be followed by the words "or equal." Contractor may, unless otherwise stated, offer for substitution any

material, process or article which shall be substantially equal or better in every respect to that so indicated or specified in the Contract Documents. However, City may have adopted certain uniform standards for certain materials, processes and articles.

c. Contractor shall submit requests, together with substantiating data, for substitution of any "or equal" material, process or article no later than thirty-five (35) days after award of the Contract. To facilitate the construction schedule and sequencing, some requests may need to be submitted before thirty-five (35) days after award of Contract. Provisions regarding submission of "or equal" requests shall not in any way authorize an extension of time for performance of this Contract. If a proposed "or equal" substitution request is rejected, Contractor shall be responsible for providing the specified material, process or article. The burden of proof as to the equality of any material, process or article shall rest with the Contractor. City has the complete and sole discretion to determine if a material, process or article is an "or equal" material, process or article that may be substituted.

d. Data required to substantiate requests for substitutions of an "or equal" material, process or article data shall include a signed affidavit from the Contractor stating that, and describing how, the substituted "or equal" material, process or article is equivalent to that specified in every way except as listed on the affidavit. Substantiating data shall include any and all illustrations, specifications, and other relevant data including catalog information which describes the requested substituted "or equal" material, process or article, and substantiates that it is an "or equal" to the material, process or article. The substantiating data must also include information regarding the durability and lifecycle cost of the requested substituted "or equal" material, process or article. Failure to submit all the required substantiating data, including the signed affidavit, to City in a timely fashion will result in the rejection of the proposed substitution.

e. The Contractor shall bear all of City's costs associated with the review of substitution requests.

f. The Contractor shall be responsible for all costs related to a substituted "or equal" material, process or article.

g. Contractor is directed to the Special Conditions (if any) to review any findings made pursuant to Public Contract Code section 3400.

ARTICLE 8. SHOP DRAWINGS

a. Contractor shall check and verify all field measurements and shall submit with such promptness as to provide adequate time for review and cause no delay in his own Work or in that of any other contractor, subcontractor, or worker on the Project, four (4) copies of all shop or setting drawings, calculations, schedules, and materials list, and all other provisions required by the Contract. Contractor shall sign all submittals affirming that submittals have been reviewed and

approved by Contractor prior to submission to Engineer. Each signed submittal shall affirm that the submittal meets all the requirements of the Contract Documents except as specifically and clearly noted and listed on the cover sheet of the submittal.

b. Contractor shall make any corrections required by the Engineer, and file with the Engineer four (4) corrected copies each, and furnish such other copies as may be needed for completion of the Work. Engineer's approval of shop drawings shall not relieve Contractor from responsibility for deviations from the Contract Documents unless Contractor has, in writing, called Engineer's attention to such deviations at time of submission and has secured the Engineer's written Approval. Engineer's Approval of shop drawings shall not relieve Contractor from responsibility for errors in shop drawings.

ARTICLE 9. SUBMITTALS

a. Contractor shall furnish to the Engineer for approval, prior to purchasing or commencing any Work, a log of all samples, material lists and certifications, mix designs, schedules, and other submittals, as required in the specifications. The log shall indicate whether samples will be provided in accordance with other provisions of this Contract.

b. Contractor will provide samples and submittals, together with catalogs and supporting data required by the Engineer, to the Engineer within a reasonable time period to provide for adequate review and avoid delays in the Work.

c. These requirements shall not authorize any extension of time for performance of this Contract. Engineer will check and approve such samples, but only for conformance with design concept of work and for compliance with information given in the Contract Documents. Work shall be in accordance with approved samples and submittals.

ARTICLE 10. MATERIALS

a. Except as otherwise specifically stated in the Contract Documents, Contractor shall provide and pay for all materials, labor, tools, equipment, water, lights, power, transportation, superintendence, temporary constructions of every nature, and all other services and facilities of every nature whatsoever necessary to execute and complete this Contract within specified time.

b. Unless otherwise specified, all materials shall be new and the best of their respective kinds and grades as noted and/or specified, and workmanship shall be of good quality.

c. Materials shall be furnished in ample quantities and at such times as to ensure uninterrupted progress of The Work and shall be stored properly and protected as required by the Contract Documents. Contractor shall be entirely responsible for damage or loss by weather or other causes to materials or Work.

d. No materials, supplies, or equipment for Work under this Contract shall be purchased subject to any chattel mortgage or under a conditional sale or other agreement by which an interest therein or in any part thereof is retained by the seller or supplier. Contractor warrants good title to all material, supplies, and equipment installed or incorporated in the work and agrees upon completion of all work to deliver the Project, to City free from any claims, liens, or charges.

e. Materials shall be stored on the Project site in such manner so as not to interfere with any operations of City or any independent contractor.

ARTICLE 11. CONTRACTOR'S SUPERVISION

Contractor shall continuously keep at the Project site, a competent and experienced full-time Project superintendent approved by City. Superintendent must be able to proficiently speak, read and write in English. Contractor shall continuously provide efficient supervision of the Project.

ARTICLE 12. WORKERS

a. Contractor shall at all times enforce strict discipline and good order among its employees. Contractor shall not employ on the Project any unfit person or any one not skilled in the Work assigned to him or her.

b. Any person in the employ of the Contractor whom City may deem incompetent or unfit shall be dismissed from The Work and shall not be employed on this Project except with the written Approval of City.

ARTICLE 13. SUBCONTRACTORS

a. Contractor agrees to bind every subcontractor to the terms of the Contract Documents as far as such terms are applicable to subcontractor's portion of The Work. Contractor shall be as fully responsible to City for the acts and omissions of its subcontractors and of persons either directly or indirectly employed by its subcontractors, as Contractor is for acts and omissions of persons directly employed by Contractor. Nothing contained in these Contract Documents shall create any contractual relationship between any subcontractor and City.

b. City reserves the right to Approve all subcontractors. City's Approval of any subcontractor under this Contract shall not in any way relieve Contractor of its obligations in the Contract Documents.

c. Prior to substituting any subcontractor listed in the Bid Forms, Contractor must comply with the requirements of the Subletting and Subcontracting Fair Practices Act pursuant to California Public Contract Code section 4100 et seq.

ARTICLE 14. PERMITS AND LICENSES

Permits and licenses necessary for prosecution of The Work shall be secured and paid for by Contractor, unless otherwise specified in the Contract Documents.

a. Contractor shall obtain and pay for all other permits and licenses required for The Work, including excavation permit and for plumbing, mechanical and electrical work and for operations in or over public streets or right of way under jurisdiction of public agencies other than City.

b. The Contractor shall arrange and pay for all off-site inspection of the Work related to permits and licenses, including certification, required by the specifications, drawings, or by governing authorities, except for such off-site inspections delineated as City's responsibility pursuant to the Contract Documents.

c. Before Acceptance of the Project, the Contractor shall submit all licenses, permits, certificates of inspection and required approvals to City.

ARTICLE 15. UTILITY USAGE

a. All temporary utilities, including but not limited to electricity, water, gas, and telephone, used on the Work shall be furnished and paid for by Contractor. Contractor shall Provide necessary temporary distribution systems, including meters, if necessary, from distribution points to points on The Work where the utility is needed. Upon completion of The Work, Contractor shall remove all temporary distribution systems.

b. Contractor shall provide necessary and adequate utilities and pay all costs for water, electricity, gas, oil, and sewer charges required for completion of the Project.

c. All permanent meters Installed shall be listed in the Contractor's name until Project Acceptance.

d. If the Contract is for construction in existing facilities, Contractor may, with prior written Approval of City, use City's existing utilities by compensating City for utilities used by Contractor.

ARTICLE 16. INSPECTION FEES FOR PERMANENT UTILITIES

All inspection fees and other municipal charges for permanent utilities including, but not limited to, sewer, electrical, phone, gas, water, and irrigation shall be paid for by City. Contractor shall be responsible for arranging the payment of such fees, but inspection fees and other municipal fees relating to permanent utilities shall be paid by City. Contractor may either request reimbursement from City for such fees, or shall be responsible for arranging and coordination with City for the payment of such fees.

ARTICLE 17. TRENCHES

a. Trenches Five Feet or More in Depth. The Contractor shall submit to City, in advance of excavation, a detailed plan showing the design of shoring, bracing, sloping or other provisions to be made for worker protection from the hazard of caving ground during the excavation of any trench or trenches five feet or more in

depth. If the plan varies from shoring system standards, the plan shall be prepared by a registered civil or structural engineer. The plan shall not be less effective than the shoring, bracing, sloping, or other provisions of the Construction Safety Orders, as defined in the California Code of Regulations.

b. Excavations Deeper than Four Feet. If work under this Contract involves digging trenches or other excavation that extends deeper than four feet below the surface, Contractor shall promptly, and before the following conditions are disturbed, notify City, in writing, of any:

1) Material that the Contractor believes may be material that is hazardous waste, as defined in Section 25117 of the Health and Safety Code, that is required to be removed to a Class I, Class II, or Class III disposal site in accordance with provisions of existing law.

2) Subsurface or latent physical conditions at the site differing from those indicated.

3) Unknown physical conditions at the site of any unusual nature, different materially from those ordinarily encountered and generally recognized as inherent in work of the character provided for in the Contract.

City shall promptly investigate the conditions, and if it finds that the conditions do so materially differ, or do involve hazardous waste, and cause a decrease or increase in Contractor's cost of, or the time required for, performance of any part of The Work, shall issue a change order under the procedures described in the Contract Documents.

In the event that a dispute arises between City and the Contractor as to whether the conditions materially differ, or involve hazardous waste, or cause a decrease or increase in the Contractor's cost of, or time required for, performance of any part of The Work, the Contractor shall not be excused from any scheduled completion date provided for by the Contract, but shall proceed with all Work to be performed under the Contract. Contractor shall retain any and all rights provided either by contract or by law which pertain to the resolution of disputes and protests between the parties.

ARTICLE 18. DIVERSION OF RECYCLABLE WASTE MATERIALS

In compliance with the applicable City's waste reduction and recycling efforts, Contractor shall divert all Recyclable Waste Materials to appropriate recycling centers. The City of Escalon Reduction and Recycling of Construction and Demolition Waste Policy provides that projects over $250,000 in value or more than 5,000 square feet in size involving construction, remodeling, or demolition, will be requested to submit a "Construction and Demolition Waste Reduction and Recycling Plan" to the City for review and approval. Contractor will be expected to follow the plan and document results during construction. Contractor will be required to submit weight tickets and written proof of diversion with its monthly progress payment requests. Contractor shall complete and execute any certification forms required by City or other applicable

agencies to document Contractor's compliance with these diversion requirements. All costs incurred for these waste diversion efforts shall be the responsibility of the Contractor.

ARTICLE 19. REMOVAL OF HAZARDOUS MATERIALS

Should Contractor encounter material reasonably believed to be polychlorinated biphenyl (PCB) or other toxic wastes and hazardous materials which have not been rendered harmless at the Project site, the Contractor shall immediately stop work at the affected Project site and shall report the condition to City in writing. City shall contract for any services required to directly remove and/or abate PCBs and other toxic wastes and hazardous materials, if required by the Project site(s), and shall not require the Contractor to subcontract for such services. The Work in the affected area shall not thereafter be resumed except by written agreement of City and Contractor.

ARTICLE 20. SANITARY FACILITIES

Contractor shall provide sanitary temporary toilet buildings for the use of all workers. All toilets shall comply with local codes and ordinances. Toilets shall be kept supplied with toilet paper and shall have workable door fasteners. Toilets shall be serviced no less than once weekly and shall be present in a quantity of not less than 1 per 20 workers as required by CAL-OSHA regulation. The toilets shall be maintained in a sanitary condition at all times. Use of toilet facilities in The Work under construction shall not be permitted. Any other Sanitary Facilities required by CAL-OSHA shall be the responsibility of the Contractor.

ARTICLE 21. AIR POLLUTION CONTROL

Contractor shall comply with all air pollution control rules, regulations, ordinances and statutes. All containers of paint, thinner, curing compound, solvent or liquid asphalt shall be labeled to indicate that the contents fully comply with the applicable material requirements.

ARTICLE 22. COMPLIANCE WITH STATE STORM WATER PERMIT

a. Contractor shall be required to comply with all conditions of the State Water Resources Control Board ("State Water Board") National Pollutant Discharge Elimination System General Permit for Waste Discharge Requirements for Discharges of Storm Water Runoff Associated with Construction Activity ("Permit") for all construction activity which results in the disturbance of in excess of one acre of total land area or which is part of a larger common area of development or sale. Contractor shall be responsible for filing the Notice of Intent and for obtaining the Permit. Contractor shall be solely responsible for preparing and implementing a Storm Water Pollution Prevention Plan ("SWPPP") prior to initiating Work. In bidding on this Contract, it shall be Contractor's responsibility to evaluate the cost of procuring the Permit and preparing the SWPPP as well as complying with the SWPPP and any necessary revision to the SWPPP. Contractor shall comply with all requirements of the State Water

Resources Control Board. Contractor shall include all costs of compliance with specified requirements in the Contract amount.

b. Contractor shall be responsible for procuring, implementing and complying with the provisions of the Permit and the SWPPP, including the standard provisions, monitoring and reporting requirements as required by the Permit. Contractor shall provide copies of all reports and monitoring information to the Engineer.

c. Contractor shall comply with the lawful requirements of any applicable municipality, City, drainage district, and other local agencies regarding discharges of storm water to separate storm drain system or other watercourses under their jurisdiction, including applicable requirements in municipal storm water management programs.

d. Storm, surface, nuisance, or other waters may be encountered at various times during construction of The Work. Therefore, the Contractor, by submitting a Bid, hereby acknowledges that it has investigated the risk arising from such waters, has prepared its Bid accordingly, and assumes any and all risks and liabilities arising therefrom.

e. Failure to comply with the Permit is in violation of federal and state law. Contractor hereby agrees to indemnify and hold harmless City, its officials, officers, agents, employees and authorized volunteers from and against any and all claims, demands, losses or liabilities of any kind or nature which City, its officials, officers, agents, employees and authorized volunteers may sustain or incur for noncompliance with the Permit arising out of or in connection with the Project, except for liability resulting from the sole established negligence, willful misconduct or active negligence of City, its officials, officers, agents, employees or authorized volunteers. City may seek damages from Contractor for delay in completing the Contract in accordance with the Contract Documents, caused by Contractor's failure to comply with the Permit.

ARTICLE 23. CLEANING UP

a. Contractor shall make every effort to keep premises free from debris such as waste, rubbish, and excess materials and equipment during the course of construction. The Engineer may regularly require interim project clean-ups at his sole discretion. Contractor shall not store debris under, in, or about the premises. Upon completion of Work, Contractor shall clean the interior and exterior of the building or improvement including fixtures, equipment, walls, floors, ceilings, roofs, window sills and ledges, horizontal projections, and any areas where debris has collected so surfaces are free from foreign material or discoloration. Contractor shall clean and polish all glass, plumbing fixtures, and finish hardware and similar finish surfaces and equipment and contractor shall also remove temporary fencing, barricades, planking and construction toilet and similar temporary facilities from site. Contractor shall also clean all buildings, asphalt and concrete areas to the degree necessary to remove oil, grease, fuel, or other stains caused by Contractor operations or equipment.

b. Contractor shall fully clean up the site at the completion of The Work. If the Contractor fails to immediately clean up at the completion of The Work, City may do so and the cost of such clean up shall be charged back to the Contractor.

ARTICLE 24. LAYOUT AND FIELD ENGINEERING

All field engineering required for laying out The Work and establishing grades for earthwork operations shall be furnished by the Contractor at its expense. Layout shall be done by a registered civil engineer Approved by the Engineer. Any required "as-built" drawings of the Work shall be prepared by the registered civil engineer.

ARTICLE 25. EXCESSIVE NOISE

a. The Contractor shall use only such equipment on the work and in such state of repair so that the emission of sound therefrom is within the noise tolerance level of that equipment as established by CAL-OSHA.

b. The Contractor shall comply with the most restrictive of the following: (1) local sound control and noise level rules, regulations and ordinances and (2) the requirements contained in these Contract Documents, including hours of operation requirements. No internal combustion engine shall be operated on the Project without a muffler of the type recommended by the manufacturer. Should any muffler or other control device sustain damage or be determined to be ineffective or defective, the Contractor shall promptly remove the equipment and shall not return said equipment to the job until the device is repaired or replaced. Said noise and vibration level requirements shall apply to all equipment on the job or related to the job, including but not limited to, trucks, transit mixers or transit equipment that may or may not be owned by the Contractor.

ARTICLE 26. TESTS AND INSPECTIONS

a. If the Contract Documents, the Engineer, or any instructions, laws, ordinances, or public authority require any part of The Work to be tested or Approved, Contractor shall provide the Engineer at least two (2) working days' notice of its readiness for observation or inspection. If inspection is by a public authority other than City, Contractor shall promptly inform City of the date fixed for such inspection. Required certificates of inspection (or similar) shall be secured by Contractor. Costs for testing and inspection shall be paid for by Contractor or by party identified in Technical Specifications for each pertaining category of work. Costs of tests for Work found not to be in compliance shall in any case be paid by the Contractor.

b. If any Work is done or covered up without the required testing or approval, the Contractor shall uncover or deconstruct the Work, and the Work shall be redone after completion of the testing at the Contractor's cost in compliance with the Contract Documents.

c. Where inspection and testing are to be conducted by an independent laboratory or agency, materials or samples of materials to be inspected or tested shall be

selected by such laboratory or agency, or by City, and not by Contractor. All tests or inspections of materials shall be made in accordance with the commonly recognized standards of national organizations.

d. In advance of manufacture of materials to be supplied by Contractor which must be tested or inspected, Contractor shall notify City so that City may arrange for testing at the source of supply. Any materials which have not satisfactorily passed such testing and inspection shall not be incorporated into The Work.

e. If the manufacture of materials to be inspected or tested will occur in a plant or location outside the geographic limits of City, the Contractor shall pay for any excessive or unusual costs associated with such testing or inspection, including but not limited to excessive travel time, standby time and required lodging.

f. Reexamination of Work may be ordered by City. If so ordered, Work must be uncovered or deconstructed by Contractor. If such work is found not to be in accordance with the Contract Documents, Contractor shall pay all costs for uncovering of work or deconstruction, and retesting.

ARTICLE 27. PROTECTION OF WORK AND PROPERTY

a. The Contractor shall be responsible for all damages to persons or property that occur as a result of The Work. Contractor shall be responsible for the proper care and protection of all materials delivered and Work performed until completion and final Acceptance by City. All Work shall be solely at the Contractor's risk. Contractor shall adequately protect adjacent property from settlement or loss of lateral support as necessary. Contractor shall comply with all applicable safety laws and building codes to prevent accidents or injury to persons on, about, or adjacent to the Project site where Work is being performed. Contractor shall erect and properly maintain at all times, as required by field conditions and progress of work, all necessary safeguards, signs, barriers, lights, and watchmen for protection of workers and the public, and shall post danger signs warning against hazards created in the course of construction.

b. In an emergency affecting safety of life or of work or of adjoining property, Contractor, without special instruction or authorization from the Engineer, is hereby permitted to act to prevent such threatened loss or injury; and Contractor shall so act, without appeal, if so authorized or instructed by the Engineer or City. Any compensation claimed by Contractor on account of emergency work shall be determined by and agreed upon by City and the Contractor.

c. Contractor shall provide such heat, covering, and enclosures as are necessary to protect all Work, materials, equipment, appliances, and tools against damage by weather conditions.

d. Contractor shall take adequate precautions to protect existing sidewalks, curbs, pavements, utilities, and other adjoining property and structures, and to avoid

damage thereto, and Contractor shall repair any damage thereto caused by The Work operations. Contractor shall:

1) Enclose the working area with a substantial barricade, and arrange work to cause minimum amount of inconvenience and danger to the public.

2) Provide substantial barricades around any shrubs or trees indicated to be preserved.

3) Deliver materials to the Project site over a route designated by the Engineer.

4) Provide any and all dust control required and follow the Applicable air quality regulations as appropriate. If the Contractor does not comply, City shall have the immediate authority to provide dust control and deduct the cost from payments to the Contractor.

5) Confine Contractor's apparatus, the storage of materials, and the operations of its workers to limits required by law, ordinances, permits, or directions of the Engineer. Contractor shall not unreasonably encumber the Project site with its materials.

6) Take care to prevent disturbing or covering any survey markers, monuments, or other devices marking property boundaries or corners. If such markers are disturbed by accident, they shall be replaced by an approved civil engineer or land surveyor, at no cost to City.

7) Ensure that existing facilities, fences and other structures are all adequately protected and that, upon completion of all Work, all facilities that may have been damaged are restored to a condition acceptable to City.

8) Preserve and protect from injury all buildings, pole lines and all direction, warning and mileage signs that have been placed within the right-of-way.

9) At the completion of work each day, leave the Project site in a clean, safe condition.

10) Comply with any stage construction and traffic handling plans. Access to residences and businesses shall be maintained at all times.

e. These precautionary measures will apply continuously and not be limited to normal working hours. Full compensation for the Work involved in the preservation of life, safety and property as above specified shall be considered as included in the prices paid for the various contract items of Work, and no additional allowance will be made therefor.

f. Should damage to persons or property occur as a result of The Work, Contractor shall be responsible for proper investigation, documentation, including video or photography, to adequately memorialize and make a record of what transpired.

City shall be entitled to inspect and copy any such documentation, video, or photographs.

ARTICLE 28. CONTRACTORS MEANS AND METHODS

Contractor is solely responsible for the means and methods utilized to Perform The Work. In no case shall the Contractor's means and methods deviate from commonly used industry standards.

ARTICLE 29. INSPECTOR'S FIELD OFFICE (NOT APPLICABLE)

ARTICLE 30. AUTHORIZED REPRESENTATIVES

City shall designate representatives, who shall have the right to be present at the Project site at all times. City may designate an inspector who shall have the right to observe all of the Contractor's Work. The inspector is not authorized to make changes in the Contract Documents. The inspector shall not be responsible for the Contractor's failure to carry out The Work in accordance with the Contract Documents. Contractor shall provide safe and proper facilities for such access.

ARTICLE 31. HOURS OF WORK

a. Eight (8) hours of work shall constitute a legal day's work. The Contractor and each subcontractor shall forfeit, as penalty to City, twenty-five dollars ($25) for each worker employed in the execution of Work by the Contractor or any subcontractor for each day during which such worker is required or permitted to work more than eight (8) hours in any one day and forty (40) hours in any week in violation of the provisions of the Labor Code, and in particular, Section 1810 to Section 1815, except as provided in Labor Code Section 1815.

b. Work shall be accomplished on a regularly scheduled eight (8) hour per day work shift basis, Monday through Friday, in an 8-hour window between the hours of 7:00 a.m. and 3:30 p.m.

c. It shall be unlawful for any person to operate, permit, use, or cause to operate any of the following at the Project site, other than between the hours of 7:00 a.m. to 5:00 p.m., Monday through Friday, with no Work allowed on City-observed holidays, unless otherwise Approved by the Engineer:

    1) Powered Vehicles
    2) Construction Equipment
    3) Loading and Unloading Vehicles
    4) Domestic Power Tool.

ARTICLE 32. PAYROLL RECORDS

a. Pursuant to Labor Code Section 1776, the Contractor and each subcontractor shall maintain weekly certified payroll records showing the name, address, social security number, work classification, straight time and overtime hours paid each

day and week, and the actual per diem wages paid to each journeyman, apprentice, worker or other employee employed in connection with the work. Contractor shall certify under penalty of perjury that records maintained and submitted by Contractor are true and accurate. Contractor shall also require subcontractor(s) to certify weekly payroll records under penalty of perjury.

b. The payroll records described herein shall be certified and submitted by the Contractor at a time designated by City. The Contractor shall also provide the following:

1) A certified copy of the employee's payroll records shall be made available for inspection or furnished to such employee or his or her authorized representative on request.

2) A certified copy of all payroll records described herein shall be made available for inspection or furnished upon request of the Department of Industrial Relations ("DIR").

c. The certified payroll records shall be on forms provided by the Division of Labor Standards Enforcement ("DLSE") of the DIR or shall contain the same information as the forms provided by the DLSE.

d. Any copy of records made available for inspection and furnished upon request to the public shall be marked or obliterated in such a manner as to prevent disclosure of an individual's name, address, and social security number. The name and address of the Contractor or any subcontractor shall not be marked or obliterated.

e. In the event of noncompliance with the requirements of this Section, the Contractor shall have ten (10) days in which to comply subsequent to receipt of written notice specifying any item or actions necessary to ensure compliance with this section. Should noncompliance still be evident after such ten (10) day period, the Contractor shall, as a penalty to City, forfeit Twenty-five Dollars ($25.00) for each day, or portion thereof, for each worker until strict compliance is effectuated. Upon the request of the DIR, such penalties shall be withheld from contract payments.

ARTICLE 33. PREVAILING RATES OF WAGES

a. The Contractor is aware of the requirements of Labor Code Sections 1720 et seq. and 1770 et seq., as well as California Code of Regulations, Title 8, Section 16000 et seq. ("Prevailing Wage Laws"), which require the payment of prevailing wage rates and the performance of other requirements on certain "public works" and "maintenance" projects. Since this Project involves an applicable "public works" or "maintenance" project, as defined by the Prevailing Wage Laws, and since the total compensation is $1,000 or more, Contractor agrees to fully comply with such Prevailing Wage Laws. The Contractor shall obtain a copy of the prevailing rates of per diem wages at the commencement of this Agreement from the website of the Division of Labor Statistics and Research of the Department of

Industrial Relations located at www.dir.ca.gov/dlsr/. In the alternative, the Contractor may view a copy of the prevailing rates of per diem wages at City. Contractor shall make copies of the prevailing rates of per diem wages for each craft, classification or type of worker needed to perform work on the Project available to interested parties upon request, and shall post copies at the Contractor's principal place of business and at the Project site. Contractor shall defend, indemnify and hold City, its elected officials, officers, employees and agents free and harmless from any claims, liabilities, costs, penalties or interest arising out of any failure or allege failure to comply with the Prevailing Wage Laws.

b. The Contractor and each subcontractor shall forfeit as a penalty to City not more than fifty dollars ($50) for each calendar day, or portion thereof, for each worker paid less than the stipulated prevailing wage rate for any work done by him, or by any subcontract under him, in violation of the provisions of the Labor Code. The difference between such stipulated prevailing wage rate and the amount paid to each worker for each calendar day or portion thereof for which each worker was paid less than the stipulated prevailing wage rate shall be paid to each worker by the Contractor.

c. Contractor shall post, at appropriate conspicuous points on the Project site, a schedule showing all determined general prevailing wage rates and all authorized deductions, if any, from unpaid wages actually earned.

ARTICLE 34. EMPLOYMENT OF APPRENTICES

The Contractor's attention is directed to the provisions of Sections 1777.5, 1777.6, and 1777.7 of the Labor Code concerning employment of apprentices by the Contractor or any subcontractor. The Contractor shall obtain a certificate of apprenticeship before employing any apprentice pursuant to Section 1777.5, 1777.6, and 1777.7 of the Labor Code. Information relative to apprenticeship standards, wage schedules, and other requirements may be obtained from the Director of Industrial Relations, the Administrator of Apprenticeships, San Francisco, California, or from the Division of Apprenticeship Standards and its branch offices.

ARTICLE 35. NONDISCRIMINATION/EQUAL EMPLOYMENT OPPORTUNITY

Pursuant to Labor Code Section 1735 and other applicable provisions of law, the Contractor and its subcontractors shall not discriminate against any employee or applicant for employment because of race, color, religion, sex, national origin, age, political affiliation, marital status, or handicap on this Project. The Contractor will take affirmative action to insure that employees are treated during employment or training without regard to their race, color, religion, sex, national origin, age, political affiliation, marital status, or handicap.

ARTICLE 36. LABOR/EMPLOYMENT SAFETY

The Contractor shall maintain emergency first aid treatment for his employees which complies with the Federal Occupational Safety and Health Act of 1970 (29 U.S.C. § 651

et seq.), and California Code of Regulations, Title 8, Industrial Relations Division 1, Department of Industrial Relations, Chapter 4.

ARTICLE 37. WORKERS' COMPENSATION INSURANCE

The Contractor shall Provide, during the life of this Contract, workers' compensation insurance for all of the employees engaged in Work under this Contract, on or at the Project site, and, in case any of sublet Work, the Contractor shall require the subcontractor similarly to provide workers' compensation insurance for all the latter's employees as prescribed by State law. Any class of employee or employees not covered by a subcontractor's insurance shall be covered by the Contractor's insurance. In case any class of employees engaged in work under this Contract, on or at the Project site, is not protected under the Workers' Compensation Statutes, the Contractor shall provide or shall cause a subcontractor to provide, adequate insurance coverage for the protection of such employees not otherwise protected. The Contractor is required to secure payment of compensation to his employees in accordance with the provisions of Section 3700 of the Labor Code. The Contractor shall file with City certificates of his insurance protecting workers. Company or companies providing insurance coverage shall be acceptable to City, if in the form and coverage as set forth in the Contract Documents.

ARTICLE 38. EMPLOYER'S LIABILITY INSURANCE

Contractor shall provide during the life of this Contract, Employer's Liability Insurance, including Occupational Disease, in the amount of, at least, one million dollars ($1,000,000.00) per person per accident. Contractor shall provide City with a certificate of Employer's Liability Insurance. Such insurance shall comply with the provisions of the Contract Documents. The policy shall be endorsed, if applicable, to provide a Borrowed Servant/Alternate Employer Endorsement and contain a Waiver of Subrogation in favor of City.

ARTICLE 39. COMMERCIAL GENERAL LIABILITY INSURANCE

a. Contractor shall procure and maintain during the life of this Contract and for such other period as may be required herein, at its sole expense, Commercial General Liability insurance coverage, including but not limited to, premises liability, contractual liability, products/completed operations if applicable, personal and advertising injury – which may arise from or out of Contractor's operations, use, and management of the Project site, or the performance of its obligations hereunder. Policy limits shall not be less than $1,000,000 per occurrence for bodily injury, personal injury and property damage. If Commercial General Liability Insurance or other form with a general aggregate limit is used, either the general aggregate limit shall apply separately to this project/location or the general aggregate limit shall be twice the required occurrence limit.

b. Such policy shall comply with all the requirements of this Article. The limits set forth herein shall apply separately to each insured against whom claims are made or suits are brought, except with respect to the limits of liability. Further the limits set forth herein shall not be construed to relieve the Contractor from liability

in excess of such coverage, nor shall it limit Contractor's indemnification obligations to City, and shall not preclude City from taking such other actions available to City under other provisions of the Contract Documents or law.

c. Contractor shall make certain that any and all subcontractors hired by Contractor are insured in accordance with this Contract. If any subcontractor's coverage does not comply with the foregoing provisions, Contractor shall indemnify and hold City harmless from any damage, loss, cost, or expense, including attorneys' fees, incurred by City as a result thereof.

d. All general liability policies provided pursuant to the provisions of this Article shall comply with the provisions of the Contract Documents.

e. All general liability policies shall be written to apply to all bodily injury, including death, property damage, personal injury, owned and non-owned equipment, blanket contractual liability, completed operations liability, explosion, collapse, under-ground excavation, removal of lateral support, and other covered loss, however occasioned, occurring during the policy term, and shall specifically insure the performance by Contractor of that part of the indemnification contained in these General Conditions, relating to liability for injury to or death of persons and damage to property. If the coverage contains one or more aggregate limits, a minimum of 50% of any such aggregate limit must remain available at all times; if over 50% of any aggregate limit has been paid or reserved, City may require additional coverage to be purchased by Contractor to restore the required limits. Contractor may combine primary, umbrella, and as broad as possible excess liability coverage to achieve the total limits indicated above. Any umbrella or excess liability policy shall include the additional insured endorsement described in the Contract Documents.

ARTICLE 40. AUTOMOBILE LIABILITY INSURANCE

Contractor shall take out and maintain at all times during the term of this Contract Automobile Liability Insurance in the amount of, at least, two million dollars ($2,000,000). Such insurance shall provide coverage for bodily injury and property damage including coverage for non-owned and hired vehicles, in a form and with insurance companies acceptable to City. Such insurance shall comply with the provisions of ARTICLE 42 below.

ARTICLE 41. BUILDER'S RISK ["ALL RISK"]

a. It is the Contractor's responsibility to maintain or cause to be maintained Builder's Risk ["All Risk"] extended coverage insurance on all work, material, equipment, appliances, tools, and structures which are a part of the Contract and subject to loss or damage by fire, and vandalism and malicious mischief, in an amount to cover 100% of the replacement cost. City accepts no responsibility until the Contract is formally accepted by the City Council for The Work. The Contractor is required to file with City a certificate evidencing fire insurance coverage.

b. Provide insurance coverage on completed value form, all-risk or special causes of loss coverage.

1) Insurance policies shall be so conditioned as to cover the performance of any extra work performed under the Contract.

2) Coverage shall include all materials stored on site and in transit.

3) Coverage shall include Contractor's tools and equipment.

4) Insurance shall include boiler, machinery and material hoist coverage.

5) Such insurance shall comply with the provisions of the Contract Documents.

ARTICLE 42. FORM AND PROOF OF CARRIAGE OF INSURANCE

a. Any insurance carrier providing insurance coverage required by the Contract Documents shall be admitted to and authorized to do business in the State of California unless waived, in writing, by City's Risk Manager. Carrier(s) shall have an A.M. Best rating of not less than an A-:VII. Insurance deductibles or self-insured retentions must be declared by the Contractor, and such deductibles and retentions shall have the prior written consent from City. At the election of City the Contractor shall either 1) reduce or eliminate such deductibles or self-insured retentions, or 2) procure a bond which guarantees payment of losses and related investigations, claims administration, and defense costs and expenses.

b. Contractor shall cause its insurance carrier(s) to furnish City with either 1) a properly executed original Certificates(s) of Insurance and certified original copies of Endorsements effecting coverage as required herein, or 2) if requested to do so in writing by City's Risk Manager, provide original Certified copies of policies including all Endorsements and all attachments thereto, showing such insurance is in full force and effect, City, its officials and officers, employees, agents or representatives are named as Additional Insureds and Provide a Waiver of Subrogation in favor of those parties. Further, said Certificates(s) and policies of insurance shall contain the covenant of the insurance carrier(s) that shall provide no less than thirty (30) days written notice be given to City prior to any material modification or cancellation of such insurance. In the event of a material modification or cancellation of coverage, City may terminate or Stop Work pursuant to the Contract Documents, unless City receives, prior to such effective date, another properly executed original Certificate of Insurance and original copies of endorsements or certified original policies, including all endorsements and attachments thereto evidencing coverages set forth herein and the insurance required herein is in full force and effect. Contractor shall not take possession, or use the Project site, or commence operations under this Agreement until City has been furnished original Certificate(s) of Insurance and certified original copies of Endorsements or policies of insurance including all Endorsements and any and all other attachments as required in this Section. The original Endorsements for each policy and the Certificate of Insurance shall

be signed by an individual authorized by the insurance carrier to do so on its behalf.

c. It is understood and agreed to by the parties hereto and the insurance company(s), that the Certificate(s) of Insurance and policies shall so covenant and shall be construed as primary, and City's insurance and/or deductibles and/or self-insured retentions or self-insured programs shall not be construed as contributory.

d. City reserves the right to adjust the monetary limits of insurance coverage's during the term of this Contract including any extension thereof-if in City's reasonable judgment, the amount or type of insurance carried by the Contractor becomes inadequate.

e. Contractor shall pass down the insurance obligations contained herein to all tiers of sub-contractors working under this Contract.

ARTICLE 43. TIME FOR COMPLETION AND LIQUIDATED DAMAGES

a. Time for Completion/Liquidated Damages. Work shall be commenced within ten (10) days of the date stated in City's Notice to Proceed and shall be completed by Contractor in the time specified in the Contract Documents. City is under no obligation to consider early completion of the Project; and the Contract completion date shall not be amended by City's receipt or acceptance of the Contractor's proposed earlier completion date. Furthermore, Contractor shall not, under any circumstances, receive additional compensation from City (including but not limited to indirect, general, administrative or other forms of overhead costs) for the period between the time of earlier completion proposed by the Contractor and the Contract completion date. If The Work is not completed as stated in the Contract Documents, it is understood that City will suffer damage. In accordance with Government Code section 53069.85, being impractical and infeasible to determine the amount of actual damage, it is agreed that Contractor shall pay to City as fixed and liquidated damages, and not as a penalty, the sum stipulated in the Contract for each day of delay until The Work is fully completed. Contractor and its surety shall be liable for any liquidated damages. Any money due or to become due the Contractor may be retained to cover liquidated damages.

b. Inclement Weather. Contractor shall abide the Engineer's determination of what constitutes inclement weather. Time extensions for inclement weather shall only be granted when the Work stopped during inclement weather is on the critical path of the Project schedule.

c. Extension of Time. Contractor shall not be charged liquidated damages because of any delays in completion of The Work due to unforeseeable causes beyond the control and without the fault or negligence of Contractor (or its subcontractors or suppliers). Contractor shall within five (5) Days of identifying any such delay notify City in writing of causes of delay. City shall ascertain the facts and extent

of delay and grant extension of time for completing The Work when, in its judgment, the facts justify such an extension. Time extensions to the Project shall be requested by the Contractor as they occur and without delay. No delay claims shall be permitted unless the event or occurrence delays the completion of the Project beyond the Contract completion date.

d. No Damages for Reasonable Delay. City's liability to Contractor for delays for which City is responsible shall be limited to only an extension of time unless such delays were unreasonable under the circumstances. In no case shall City be liable for any costs which are borne by the Contractor in the regular course of business, including, but not limited to, home office overhead and other ongoing costs. Damages caused by unreasonable City delay, including delays caused by items that are the responsibility of City pursuant to Government Code section 4215, shall be based on actual costs only, no proportions or formulas shall be used to calculate any delay damages.

ARTICLE 44. COST BREAKDOWN AND PERIODIC ESTIMATES

Contractor shall furnish on forms Approved by City:

a. Within ten (10) Days of award of the Contract a detailed estimate giving a complete breakdown of the Contract price;

b. A monthly itemized estimate of Work done for the purpose of making progress payments. In order for City to consider and evaluate each progress payment application, the Contractor shall submit a detailed measurement of Work performed and a progress estimate of the value thereof before the tenth (10th) Day of the following month.

c. Contractor shall submit, with each of its payment requests, an adjusted list of actual quantities, verified by the Engineer, for unit price items listed, if any, in the Bid Form.

d. Following City's Acceptance of the Work, the Contractor shall submit to City a written statement of the final quantities of unit price items for inclusion in the final payment request.

e. City shall have the right to adjust any estimate of quantity and to subsequently correct any error made in any estimate for payment.

Contractor shall certify under penalty of perjury, that all cost breakdowns and periodic estimates accurately reflect the Work on the Project.

ARTICLE 45. MOBILIZATION

a. When a bid item is included in the Bid Form for mobilization, the costs of Work in advance of construction operations and not directly attributable to any specific bid item will be included in the progress estimate ("Initial Mobilization"). When no

bid item is provided for "Initial Mobilization," payment for such costs will be deemed to be included in the other items of The Work.

b. Payment for Initial Mobilization based on the lump sum provided in the Bid Form, which shall constitute full compensation for all such Work. No payment for Initial Mobilization will be made until all of the listed items have been completed to the satisfaction of the Engineer. The scope of the Work included under Initial Mobilization shall include, but shall not be limited to, the following principal items:

1) Obtaining and paying for all bonds, insurance, and permits.

2) Moving on to the Project site of all Contractor's plant and equipment required for first month's operations.

3) Installing temporary construction power, wiring, and lighting facilities.

4) Establishing fire protection system.

5) Developing and installing a construction water supply.

6) Providing and maintaining the field office trailers for the Contractor and the Engineer, complete, with all specified furnishings and utility services including telephones, telephone appurtenances, computer and printer, and copying machine.

7) Providing on-site communication facilities for the Owner and the Engineer, including telephones, radio pagers, and fax machines.

8) Providing on-site sanitary facilities and potable water facilities as specified per Cal-OSHA and these Contract Documents.

9) Furnishing, installing, and maintaining all storage buildings or sheds required for temporary storage of products, equipment, or materials that have not yet been installed in the Work. All such storage shall meet manufacturer's specified storage requirements, and the specific provisions of the specifications, including temperature and humidity control, if recommended by the manufacturer, and for all security.

10) Arranging for and erection of Contractor's work and storage yard.

11) Posting all OSHA required notices and establishment of safety programs per Cal-OSHA.

12) Full-time presence of Contractor's superintendent at the job site as required herein.

13) Submittal of Construction Schedule as required by the Contract Documents.

ARTICLE 46. PAYMENTS

a. City shall make monthly progress payments following receipt of undisputed and properly submitted payment requests. Contractor shall be paid a sum equal to

ninety-five percent (95%) of the value of Work performed up to the last day of the previous month, less the aggregate of previous payments.

b. The Contractor shall, after the full completion of The Work, submit a final payment application. All prior progress estimates shall be subject to correction in the final estimate and payment.

c. Unless otherwise required by law, the final payment of five percent (5%) of the value of the Work, if unencumbered, shall be paid no later than sixty (60) Days after the date of recordation of the Notice of Completion.

d. Acceptance by Contractor of the final payment shall constitute a waiver of all claims against City arising from this Contract.

e. Payments to the Contractor shall not be construed to be an acceptance of any defective work or improper materials, or to relieve the Contractor of its obligations under the Contract Documents.

f. The Contractor shall submit with each payment request the Contractor's conditional waiver of lien for the entire amount covered by such payment request, as well as a valid unconditional waiver of lien from the Contractor and all subcontractors and materialmen for all work and materials included in any prior invoices. Waivers of lien shall be in the forms prescribed by California Civil Code Section 3262. Prior to final payment by City, the Contractor shall submit a final waiver of lien for the Contractor's work, together with releases of lien from any subcontractor or materialmen.

ARTICLE 47. PAYMENTS WITHHELD AND BACKCHARGES

a. In addition to amounts which City may retain under other provisions of the Contract Documents City may withhold payments due to Contractor as may be necessary to cover:

1) Stop Notice Claims.

2) Defective work not remedied.

3) Failure of Contractor to make proper payments to its subcontractors or suppliers.

4) Completion of the Contract if there exists a reasonable doubt that the work can be completed for balance then unpaid.

5) Damage to another contractor or third party.

6) Amounts which may be due City for claims against Contractor.

7) Failure of Contractor to keep the record ("as-built") drawings up to date.

8) Failure to provide updates on the construction schedule.

9) Site clean-up.

10) Failure of the Contractor to comply with requirements of the Contract Documents.

11) Liquated damages.

12) Legally permitted penalties.

b. Upon completion of the Contract, City will reduce the final Contract amount to reflect costs charged to the Contractor, backcharges or payments withheld pursuant to the Contract Documents.

ARTICLE 48. CHANGES AND EXTRA WORK

a. Change Order Work.

1) City, without invalidating the Contract, may order changes in the Work consisting of additions, deletions or other revisions, the Contract amount and Contract time being adjusted accordingly. All such changes in the Work shall be authorized by Change Order, and shall be performed under the applicable conditions of the Contract Documents. A Change Order signed by the Contractor indicates the Contractor's agreement therewith, including any adjustment in the Contract amount or the Contract time, and the full and final settlement of all costs (direct, indirect and overhead) related to the Work authorized by the Change Order.

2) All claims for additional compensation to the Contractor shall be presented in writing before the expense is incurred and will be adjusted as provided herein. No work shall be allowed to lag pending such adjustment, but shall be promptly executed as directed, even if a dispute arises. No claim will be considered after the work in question has been done unless a written contract change order has been issued or a timely written notice of claim has been made by Contractor. Contractor shall not be entitled to claim or bring suit for damages, whether for loss of profits or otherwise, on account of any decrease or omission of any item or portion of Work to be done. Whenever any change is made as provided for herein, such change shall be considered and treated as though originally included in the Contract, and shall be subject to all terms, conditions and provisions of the original Contract.

3) Owner Initiated Change. The Contractor must submit a complete cost proposal, including any change in the Contract time, within seven (7) Days after receipt of a scope of a proposed change order, unless City requests that proposals be submitted in less than seven (7) Days.

4) Contractor Initiated Change. The Contractor must give written notice of a proposed change order required for compliance with the Contract Documents within seven (7) Days of discovery of the facts giving rise to the proposed change order.

5) Whenever possible, any changes to the Contract amount shall be in a lump sum mutually agreed to by the Contractor and City.

6) Price quotations from the Contractor shall be accompanied by sufficiently detailed supporting documentation to permit verification by City.

7) If the Contractor fails to submit the cost proposal within the seven (7) Day period (or as requested), City has the right to order the Contractor in writing to commence the work immediately on a force account basis and/or issue a lump sum change to the contract price in accordance with City's estimate of cost. If the change is issued based on City estimate, the Contractor will waive its right to dispute the action unless within fifteen (15) Days following completion of the added/deleted work, the Contractor presents written proof that City's estimate was in error.

8) Estimates for lump sum quotations and accounting for cost-plus-percentage work shall be limited to direct expenditures necessitated specifically by the subject extra work, and shall be segregated as follows:

(a) Labor. The costs of labor will be the actual cost for wages prevailing locally for each craft or type of worker at the time the extra work is done, plus employer payments of payroll taxes and insurance, health and welfare, pension, vacation, apprenticeship funds, and other direct costs resulting from Federal, State or local laws, as well as assessment or benefits required by lawful collective bargaining agreements. The use of a labor classification which would increase the extra work cost will not be permitted unless the contractor establishes the necessity for such additional costs. Labor costs for equipment operators and helpers shall be reported only when such costs are not included in the invoice for equipment rental.

(b) Materials. The cost of materials reported shall be at invoice or lowest current price at which such materials are locally available in the quantities involved, plus sales tax, freight and delivery. Materials cost shall be based upon supplier or manufacturer's invoice. If invoices or other satisfactory evidence of cost are not furnished within fifteen (15) Days of delivery, then the Engineer shall determine the materials cost, at its sole discretion.

(c) Tool and Equipment Use. No payment will be made for the use of small tools, tools which have a replacement value of $1,000 or less. Regardless of ownership, the rates to be used in determining equipment use costs shall not exceed listed rates prevailing locally at equipment rental agencies, or distributors, at the time the work is performed.

(d) Overhead, Profit and Other Charges. The mark-up for overhead (including supervision) and profit on work added to the Contract shall be according to the following:

i. "Net Cost" is defined as consisting of costs of labor, materials and tools and equipment only excluding overhead and profit.

The costs of applicable insurance and bond premium will be reimbursed to the Contractor and subcontractors at cost only, without mark-up.

ii. For Work performed by the Contractor's forces the added cost for overhead and profit shall not exceed fifteen (15%) percent of the Net Cost of the Work.

iii. For Work performed by a subcontractor, the added cost for overhead and profit shall not exceed fifteen (15%) percent of the Net Cost of the Work to which the Contractor may add five (5%) percent of the subcontractor's Net Cost.

iv. For Work performed by a sub-subcontractor the added cost for overhead and profit shall not exceed fifteen (15 %) percent of the Net Cost for Work to which the subcontractor and general contractor may each add an additional five (5 %) percent of the Net Cost of the lower tier subcontractor.

v. No additional mark up will be allowed for lower tier subcontractors, and in no case shall the added cost for overhead and profit payable by City exceed twenty-five (25%) percent of the Net Cost as defined herein.

9) For added or deducted Work by subcontractors, the Contractor shall furnish to City the subcontractor's signed detailed estimate of the cost of labor, material and equipment, including the subcontractor markup for overhead and profit. The same requirement shall apply to sub-subcontractors.

10) For added or deducted work furnished by a vendor or supplier, the Contractor shall furnish to City a detailed estimate or quotation of the cost to the Contractor, signed by such vendor or supplier.

11) Any change in The Work involving both additions and deletions shall indicate a net total cost, including subcontracts and materials. Allowance for overhead and profit, as specified herein, shall be applied if the net total cost is an extra; overhead and profit allowances shall not be applied if the net total cost is a credit. The estimated cost of deductions shall be based on labor and material prices on the date the Contract was executed.

12) Contractor shall not reserve a right to assert impact costs, extended job site costs, extended overhead, constructive acceleration and/or actual acceleration beyond what is stated in the change order for work. No claims shall be allowed for impact, extended overhead costs, constructive acceleration and/or actual acceleration due to a multiplicity of changes and/or clarifications. The Contractor may not change or modify City's change order form in an attempt to reserve additional rights.

13) If City disagrees with the proposal submitted by Contractor, it will notify the Contractor and City will provide its opinion of the appropriate price and/or

time extension. If the Contractor agrees with City, a change order will be issued by City. If no agreement can be reached, City shall have the right to issue a unilateral change order setting forth its determination of the reasonable additions or savings in costs and time attributable to the extra or deleted work. Such determination shall become final and binding if the Contractor fails to submit a claim in writing to City within fifteen (15) Days of the issuance of the unilateral change order, disputing the terms of the unilateral change order.

14) No dispute, disagreement or failure of the parties to reach agreement on the terms of the change order shall relieve the Contractor from the obligation to proceed with performance of the work, including extra work, promptly and expeditiously.

15) Any alterations, extensions of time, extra work or any other changes may be made without securing consent of the Contractor's surety or sureties.

ARTICLE 49. OCCUPANCY

City reserves the right to occupy or utilize any portion of The Work at any time before completion, and such occupancy or use shall not constitute Acceptance of any part of Work covered by this Contract. This use shall not relieve the Contractor of its responsibilities under the Contract.

ARTICLE 50. INDEMNIFICATION

Contractor shall defend (with counsel of City Council's choosing), indemnify and hold City, its officials, officers, agents, employees, and representatives free and harmless from any and all claims, demands, causes of action, costs, expenses, liabilities, losses, damages or injuries, in law or equity, regardless of whether the allegations are false, fraudulent, or groundless, to property or persons, including wrongful death, to the extent arising out of or incident to any acts, omissions or willful misconduct of Contractor, its officials, officers, employees, agents, consultants and contractors arising out of or in connection with the performance of the Work or this Contract, including claims made by subcontractors for nonpayment, including without limitation the payment of all consequential damages and attorney's fees and other related costs and expenses. Contractor shall defend, at Contractor's own cost, expense and risk, with City Council's choosing, any and all such aforesaid suits, actions or other legal proceedings of every kind that may be brought or instituted against City, its officials, officers, agents, employees and representatives. To the extent of its liability, Contractor shall pay and satisfy any judgment, award or decree that may be rendered against City, its officials, officers, employees, agents, employees and representatives, in any such suit, action or other legal proceeding. Contractor shall reimburse City, its officials, officers, agents, employees and representatives for any and all legal expenses and costs incurred by each of them in connection therewith or in enforcing the indemnity herein provided. The only limitations on this provision shall be those imposed by Civil Code Section 2782.

ARTICLE 51. RECORD ("AS BUILT") DRAWINGS

a. Contractor shall prepare and maintain a complete set of record drawings (herein referred to as "as-builts") and shall require each trade to prepare its own as-builts. The as-builts must show the entire site for each major trade, including but not limited to water, sewer, electrical, data, telephone, cable, fire alarm, gas and plumbing. Contractor shall mark the as-builts to show the actual installation where the installation varies from the Work as originally shown. Contractor shall mark whichever drawings are most capable of showing conditions fully and where shop drawings are used, Contractor must record a cross-reference at the corresponding location on the contract drawings. Contractor shall give particular attention to concealed elements that would be difficult to measure and record at a later date. Contractor shall use colors to distinguish variations in separate categories of The Work.

b. Contractor shall note related change order numbers where applicable. Contractor shall organize as-builts into manageable sets, bound with durable paper cover sheets and shall print suitable title, dates and other identification on the cover of each set. Contractor to also provide an electronic version of the as-builts. The suitability of the as-builts will be determined by the Engineer.

ARTICLE 52. RESOLUTION OF CONSTRUCTION CLAIMS

a. In accordance with Public Contract Code Sections 20104 *et seq.* and other applicable law, public works claims of $375,000 or less which arise between the Contractor and City shall be resolved under the following procedure unless City has elected to resolve the dispute pursuant to Public Contract Code Section 10240 *et seq.*

b. All Claims. All claims shall be submitted in writing and accompanied by substantiating documentation. Claims must be filed on or before the date of final payment unless other notice requirements are provided in the contract. "Claim" means a separate demand by the Contractor for (1) a time extension, (2) payment of money or damages arising from work done by or on behalf of the Contractor and payment of which is not otherwise expressly provided for or the Contractor is not otherwise entitled, or (3) an amount the payment of which is disputed by City.

c. Claims Under $50,000. City shall respond in writing to the claim within 45 days of receipt of the claim, or, City may request, in writing, within 30 days of receipt of the claim, any additional documentation supporting the claim or relating to defenses or claims City may have. If additional information is needed thereafter, it shall be provided upon mutual agreement of City and the Contractor. City's written response shall be submitted 15 days after receiving the additional documentation, or within the same period of time taken by the Contractor to produce the additional information, whichever is greater.

d. Claims over $50,000 but less than or equal to $375,000. City shall respond in writing within 60 days of receipt, or, may request in writing within 30 days of receipt of the claim, any additional documents supporting the claim or relating to defenses or claims City may have against the Contractor. If additional information is needed thereafter, it shall be provided pursuant to mutual agreement between City and the Contractor. City's response shall be submitted within 30 days after receipt of the further documents, or within the same period of time taken by the Contractor to produce the additional information or documents, whichever is greater. The Contractor shall make these records and documents available at all reasonable times, without any direct charge.

e. The Contractor will submit the claim justification in the following format:

1) Summary of claim merit and price, and Contract clause pursuant to which the claim is made.

2) List of documents relating to claim

(a) Specifications

(b) Drawings

(c) Clarifications (Requests for Information)

(d) Schedules

(e) Other

3) Chronology of events and correspondence

4) Analysis of claim merit

5) Analysis of claim cost

6) Analysis of time impact analysis in CPM format

7) Cover letter and certification of validity of the claim

f. If the Contractor disputes City's response, or if City fails to respond within the statutory time period(s), the Contractor may so notify City within 15 days of the receipt of the response or the failure to respond, and demand an informal conference to meet and confer for settlement. Upon such demand, City shall schedule a meet and confer conference within 30 days.

g. The Contractor must comply with the claims filing procedures set forth in Government Code sections 900 *et seq*. for any claim or any portion thereof that remains in dispute after the meet and confer conference. For purposes of those provisions, the time within which a claim must be filed shall be tolled from the time the Contractor submits the written claim until the time the claim is denied, including any time utilized for the meet and confer conference.

h. Submission of a claim, properly certified, with all required supporting documentation, and written rejection or denial of all or part of the claim by City, is

a condition precedent to any action, proceeding, litigation, suit, general conditions claim, or demand for arbitration by Contractor.

i. Government Code Claim. In addition to any and all contract requirements pertaining to notices of and requests for compensation or payment for extra work, disputed work, construction claims and/or changed conditions, the Contractor must comply with the claim procedures set forth in Government Code section 900 *et seq.* prior to filing any lawsuit against the City. Such Government Code claims and any subsequent lawsuit based upon the Government Code claims shall be limited to those matters that remain unresolved after all procedures pertaining to extra work, disputed work, construction claims, and/or changed conditions have been followed by Contractor. If no such Government Code claim is submitted, or if the prerequisite contractual requirements are not otherwise satisfied as specified herein, Contractor shall be barred from bringing and maintaining a valid lawsuit against the City.

ARTICLE 53. CITY'S RIGHT TO TERMINATE CONTRACT

a. Termination for Cause: City may, without prejudice to any other right or remedy, serve written notice upon Contractor of its intention to terminate this Contract if the Contractor: (i) refuses or fails to prosecute The Work or any part thereof with such diligence as will ensure its completion within the time required; (ii) fails to complete The Work within the required time; (iii) should file a bankruptcy petition or be adjudged a bankrupt; (iv) should make a general assignment for the benefit of its creditors; (v) should have a receiver appointed; (vi) should persistently or repeatedly refuse or fail to supply enough properly skilled workers or proper materials to complete the work; (vii) should fail to make prompt payment to subcontractors or for material or labor; (viii) persistently disregard laws, ordinances, other requirements or instructions of City; or (ix) should violate any of the provisions of the Contract Documents.

The notice of intent to terminate shall contain the reasons for such intention to terminate. Unless within ten (10) Days after the service of such notice, such condition shall cease or satisfactory arrangements (acceptable to City) for the required correction are made, this Contract shall be terminated. In such case, Contractor shall not be entitled to receive any further payment until the Project has been finished. City may take over and complete The Work by any method it may deem appropriate. Contractor and its surety shall be liable to City for any excess costs or other damages incurred by City to complete the Project. If City takes over The Work, City may, without liability for so doing, take possession of and utilize in completing The Work such materials, appliances, plant, and other property belonging to the Contractor as may be on the Project site.

b. Termination For Convenience: City may terminate performance of The Work in whole or, in part, if City determines that a termination is in City's interest.

The Contractor shall terminate all or any part of The Work upon delivery to the Contractor of a Notice of Termination specifying that the termination is for the

convenience of City, the extent of termination, and the effective date of such termination.

After receipt of Notice of Termination, and except as directed by City, the Contractor shall, regardless of any delay in determining or adjusting any amounts due under this Termination for Convenience clause, immediately proceed with the following obligations:

1) Stop Work as specified in the Notice.

2) Complete any Work specified in the Notice of Termination in a least cost/shortest time manner while still maintaining the quality called for under the Contract Documents.

3) Leave the property upon which the Contractor was working and upon which the facility (or facilities) forming the basis of the Contract Documents is situated in a safe and sanitary manner such that it does not pose any threat to the public health or safety.

4) Terminate all subcontracts to the extent that they relate to the portions of The Work terminated.

5) Place no further subcontracts or orders, except as necessary to complete the remaining portion of The Work.

6) Submit to City, within ten (10) Days from the effective date of the Notice of Termination, all of the documentation called for by the Contract Documents to substantiate all costs incurred by the Contractor for labor, materials and equipment through the Effective Date of the Notice of Termination. Any documentation substantiating costs incurred by the Contractor solely as a result of City's exercise of its right to terminate this Contract pursuant to this clause, which costs the Contractor is authorized under the Contract Documents to incur, shall: (i) be submitted to and received by City no later than thirty (30) Days after the Effective Date of the Notice of Termination; (ii) describe the costs incurred with particularity; and (iii) be conspicuously identified as "Termination Costs Occasioned by City's Termination for Convenience."

7) These provisions are in addition to and not in limitation of any other rights or remedies available to City.

c. Notwithstanding any other provision of this Article, when immediate action is necessary to protect life and safety or to reduce significant exposure or liability, City may immediately order Contractor to cease Work on the Project until such safety or liability issues are addressed to the satisfaction of City or the Contract is terminated.

ARTICLE 54. WARRANTY AND GUARANTEE

a. Contractor warrants that all materials and equipment furnished under this Contract shall be new unless otherwise specified in the Contract Documents; and

that all Work conforms to the Contract Document requirements and is free of any defect whether performed by the Contractor or any subcontractor or supplier.

b. Unless otherwise stated, all warranty periods shall begin upon the filing of the Notice of Completion. Unless otherwise stated, the warranty period shall be for one year.

c. The Contractor shall remedy at its expense any damage to City-owned or controlled real or personal property.

d. Contractor shall furnish City with all warranty and guarantee documents prior to final Acceptance of the Project by City.

e. City shall notify the Contractor, in writing, within a reasonable time after the discovery of any failure, defect, or damage. The Contractor shall within ten (10) Days after being notified commence and perform with due diligence all necessary Work. If the Contractor fails to promptly remedy any defect, or damage; the City have the right to replace, repair, or otherwise remedy the defect, or damage at the Contractor's expense.

f. In the event of any emergency constituting an immediate hazard to health, safety, property, or licensees, when caused by Work of the Contractor not in accordance with the Contract requirements, City may undertake at Contractor's expense, and without prior notice, all Work necessary to correct such condition.

g. With respect to all warranties, express or implied, from subcontractors, manufacturers, or suppliers for Work performed and Materials furnished under this Contract, the Contractor shall:

   1) Obtain for City all warranties that would be given in normal commercial practice;

   2) Require all warranties to be executed, in writing, for the benefit of City; and

   3) Enforce all warranties for the benefit of City, unless otherwise directed in writing by City.

This Article shall not limit City's rights under this Contract or with respect to latent defects, gross mistakes, or fraud. City specifically reserves all rights related to defective work, including but not limited to the defect claims pursuant to California Code of Civil Procedure Section 337.15.

ARTICLE 55. DOCUMENT RETENTION & EXAMINATION

a. In accordance with Government Code Section 8546.7, records of both City and the Contractor shall be subject to examination and audit by the State Auditor General for a period of three (3) years after final payment.

b. Contractor shall make available to City any of the Contractor's other documents related to the Project immediately upon request of City.

c. In addition to the State Auditor rights above, City shall have the right to examine and audit all books, estimates, records, contracts, documents, bid documents, subcontracts, and other data of the Contractor (including computations and projections) related to negotiating, pricing, or performing the modification in order to evaluate the accuracy and completeness of the cost or pricing data at no additional cost to City, for a period of four (4) years after final payment.

ARTICLE 56. SOILS INVESTIGATIONS

When a soils investigation report for the Project site is available, such report shall not be a part of the Contract Documents. Any information obtained from such report as to subsurface soil condition, or to elevations of existing grades or elevations of underlying rock, is approximate only and is not guaranteed. Contractor acknowledges that any soils investigation report (including any borings) was prepared for purposes of design only and Contractor is required to examine the site before submitting its bid and must make whatever tests it deems appropriate to determine the underground condition of the soil.

ARTICLE 57. SEPARATE CONTRACTS

a. City reserves the right to let other contracts in connection with this Work or on the Project site. Contractor shall permit other contractors reasonable access and storage of their materials and execution of their work and shall properly connect and coordinate its Work with theirs.

b. To ensure proper execution of its subsequent Work, Contractor shall immediately inspect work already in place and shall at once report to the Engineer any problems with the work in place or discrepancies with the Contract Documents.

c. Contractor shall ascertain to its own satisfaction the scope of the Project and nature of any other contracts that have been or may be awarded by City in prosecution of the Project to the end that Contractor may perform this Contract in the light of such other contracts, if any. Nothing herein contained shall be interpreted as granting to Contractor exclusive occupancy at site of the Project. Contractor shall not cause any unnecessary hindrance or delay to any other contractor working on the Project. If simultaneous execution of any contract for the Project is likely to cause interference with performance of some other contract or contracts, the Engineer shall decide which Contractor shall cease Work temporarily and which contractor shall continue or whether work can be coordinated so that contractors may proceed simultaneously. City shall not be responsible for any damages suffered or for extra costs incurred by Contractor resulting directly or indirectly from award, performance, or attempted performance of any other contract or contracts on the Project site.

ARTICLE 58. NOTICE AND SERVICE THEREOF

All notices shall be in writing and either served by personal delivery or mailed to the other party as designated in the Bid Forms. Written notice to the Contractor shall be addressed to Contractor's principal place of business unless Contractor designates another address in writing for service of notice. Notice to City shall be addressed to City as designated in the Notice Inviting Bids unless City designates another address in writing for service of notice. Notice shall be effective upon receipt or five (5) Days after being sent by first class mail, whichever is earlier. Notice given by facsimile shall not be effective unless acknowledged in writing by the receiving party.

ARTICLE 59. NOTICE OF THIRD PARTY CLAIMS

Pursuant to Public Contract Code Section 9201, City shall provide Contractor with timely notification of the receipt of any third-party claim relating to the Contract.

ARTICLE 60. STATE LICENSE BOARD NOTICE

Contractors are required by law to be licensed and regulated by the Contractors' State License Board which has jurisdiction to investigate complaints against contractors if a complaint regarding a patent act or omission is filed within four (4) years of the date of the alleged violation. A complaint regarding a latent act or omission pertaining to structural defects must be filed within ten (10) years of the date of the alleged violation. Any questions concerning a contractor may be referred to the Registrar, Contractors' State License Board, P.O. Box 26000, Sacramento, California 95826.

ARTICLE 61. INTEGRATION

a. Oral Modifications Ineffective. No oral order, objection, direction, claim or notice by any party or person shall affect or modify any of the terms or obligations contained in the Contract Documents.

b. Contract Documents Represent Entire Contract. The Contract Documents represent the entire agreement of City and Contractor.

ARTICLE 62. ASSIGNMENT

Contractor shall not assign, transfer, convey, sublet, or otherwise dispose of this Contract or any part thereof including any claims, without prior written consent of City. Any assignment without the written consent of City shall be void. Any assignment of money due or to become due under this Contract shall be subject to a prior lien for services rendered or Material supplied for performance of Work called for under the Contract Documents in favor of all persons, firms, or corporations rendering such services or supplying such Materials to the extent that claims are filed pursuant to the Civil Code, the Code of Civil Procedure or the Government Code.

ARTICLE 63. CHANGE IN NAME AND NATURE OF CONTRACTOR'S LEGAL ENTITY

Should a change be contemplated in the name or nature of the Contractor's legal entity, the Contractor shall first notify City in order that proper steps may be taken to have the change reflected on the Contract.

ARTICLE 64. ASSIGNMENT OF ANTITRUST ACTIONS

Pursuant to Section 7103.5 of the Public Contract Code, in entering into a public works contract or subcontract to supply goods, services, or materials pursuant to a public works contract, Contractor or subcontractor offers and agrees to assign to City all rights, title, and interest in and to all causes of action it may have under Section 4 of the Clayton Act (15 U.S.C. Section 15) or under the Cartwright Act (chapter 2 (commencing with Section 16700) of part 2 of division 7 of the Business and Professions Code), arising from the purchase of goods, services, or materials pursuant to this Contract or any subcontract. This assignment shall be made and become effective at the time City makes final payment to the Contractor, without further acknowledgment by the parties.

ARTICLE 65. PROHIBITED INTERESTS

No City official or representative who is authorized in such capacity and on behalf of City to negotiate, supervise, make, accept, or approve, or to take part in negotiating, supervising, making, accepting or approving any engineering, inspection, construction or material supply contract or any subcontract in connection with construction of the project, shall be or become directly or indirectly interested financially in the Contract.

ARTICLE 66. LAWS AND REGULATIONS

a. Contractor shall give all notices and comply with all laws, ordinances, rules and regulations bearing on conduct of work as indicated and specified. If Contractor observes that drawings and specifications are at variance therewith, he shall promptly notify the Engineer in writing and any necessary changes shall be adjusted as provided for in this Contract for changes in work. If Contractor performs any work knowing it to be contrary to such laws, ordinances, rules and regulations, and without such notice to the Engineer, he shall bear all costs arising therefrom.

b. Contractor shall be responsible for familiarity with the Americans with Disabilities Act ("ADA") (42 U.S.C. § 12101 et seq.). The Work will be performed in compliance with ADA regulations.

ARTICLE 67. PATENT FEES OR ROYALTIES

The Contractor shall include in its bid amount the patent fees or royalties on any patented article or process furnished or used in the Work. Contractor shall assume all liability and responsibility arising from the use of any patented, or allegedly patented, materials, equipment, devices or processes used in or incorporated with The Work, and shall defend, indemnify and hold harmless City, its officials, officers, agents, employees and representatives from and against any and all liabilities, demands, claims, damages, losses, costs and expenses, of whatsoever kind or nature, arising from such use.

ARTICLE 68. OWNERSHIP OF DRAWING

All Contract Documents furnished by City are City property. They are not to be used by Contractor or any subcontractor on other work nor shall Contractor claim any right to

such documents. With exception of one complete set of Contract Documents, all documents shall be returned to City on request at completion of The Work.

ARTICLE 69. NOTICE OF TAXABLE POSSESSORY INTEREST

In accordance with Revenue and Taxation Code Section 107.6, the Contract Documents may create a possessory interest subject to personal property taxation for which Contractor will be responsible.

END OF GENERAL CONDITIONS

2016 WASTEWATER TREATMENT FACILITY BIOSOLIDS REMOVAL PROJECT

SC 1. LIQUIDATED DAMAGES

As provided in the Notice Inviting Bids, Contractor shall pay to City the sum of $500 for each and every calendar day's delay in completion of the Work beyond expiration of the Contract Time.

SC 2. LICENSE CLASSIFICATION

In accordance with section 3300 of the Public Contract Code, the City has determined that the Contractor shall have a **Class A General Contractor's License** at the time it enters into the Contract and at all times it is performing the Work.

SC 3. COOPERATION AND CARE

A. Should construction be under way by the City, other agencies or other contractors within or adjacent to the limits of the work specified or should work of any other nature be under way by other forces within or adjacent to said limits, the Contractor shall cooperate with all such other contractors or other forces to the end that any delay or hindrance to their work will be avoided. The City reserves the right to perform other or additional work at or near the site (including material sources) at any time, by the use of other forces.

B. Until the final acceptance of the contract, the Contractor shall have the charge and care of the Work and of the materials to be used therein, including materials for which partial payment has been received. The City of Escalon shall not be held responsible for the care or protection of any material or parts of the Work prior to final acceptance, except as expressly provided in the Special Provisions.

SC 4. PROGRESS OF THE WORK

A. Hours of work - Overtime and holidays. The Contractor shall perform all work during the hours of 7:00 a.m. to 3:30 p.m., Monday through Friday unless otherwise specified in the Special Provisions or authorized by the City in writing. If the Contractor wishes to work during any other hours or on weekends, written permission must be received from the City. The request must be received at least two (2) working days in advance of any work. No work will be allowed on City of Escalon Holidays except in the case of an emergency. A listing of City of Escalon holidays is on file in the office of the City. If Contractor requests overtime work in which the City will incurs costs, Contractor shall be responsible for payment of the City's costs incurred in connection with the overtime work. The City will invoice the Contractor at time and one half to cover the costs incurred. If Contractor does not pay the invoice within ten (10) days, the City may

deduct the amount billed from other payments due or to become due to Contractor under the Contract.

B. The Public Works Director or his designee shall have the authority to suspend the Work wholly or in part, for such a period as he may deem necessary.

SC 5. LIMITS OF WORK

The "limits of work" are shown on the plans. The Contractor shall make its own arrangements, and pay all expenses for additional area required outside of the limits of work unless provided in the Special Provisions.

END OF SPECIAL CONDITIONS

Technical Specifications

for

City of Escalon

2016 WASTEWATER TREATMENT FACILITY

BIOSOLIDS REMOVAL PROJECT

Prepared by:

BLACKWATER
CONSULTING ENGINEERS, INC.

605 Standiford Avenue, Suite N
Modesto, CA 95350
(209) 322-1820

April 2016

SECTION 1 GENERAL INFORMATION AND REQUIREMENTS

1.01 Summary of Work to be Performed

A. The work to be performed under this Contract consists of furnishing all labor, materials and equipment for the removal and transport of biosolids (sludge) at the City of Escalon Wastewater Treatment Facility for lawful disposal off-site at a landfill or land application facility.

B. Removal of biosolids at existing ponds shall be from Pond 2 first, then Pond 1, Pond 4, and Pond 11.

C. The City is responsible for decanting the ponds and diverting influent to another pond on-site.

D. The work shall be performed in a manner as to allow the continuous operation of the Wastewater Treatment Facility.

E. Biosolids disposal shall be at an approved site.

F. The City is currently in the process of drying biosolids in place at each pond.

G. The City will provide initial sample and laboratory test results for Ponds 2, 1, 4 and 11 biosolids prior to issuance of the Notice to Proceed. Laboratory reports for analysis of biosolids conducted in 2015 are included in Attachment 1.

H. The Contractor shall provide the necessary personnel, equipment, security, storage, transport, and facilities in the staging area to manage the solids, truck loading and any other operations to conduct the contracted work.

I. Contractor shall provide all work, materials, and services necessary for the complete and proper fulfillment of the work in good faith, **including items not expressly shown or called for in the Contract documents**. The Contractor shall incorporate all costs associated with the complete and proper fulfillment of the work in good faith into the Contractor's bid prices for the work. No additional compensation will be paid for the complete and proper fulfillment of the work in good faith.

1.02 Fulfillment of Project Purpose

A. The purpose of this project is to remove and dispose of biosolids from the existing City of Escalon Wastewater Treatment Facility.

B. The completed project shall be suitable for the intended purpose(s).

C. The completed project shall meet the performance requirements of the Contract.

D. If at any time the Contractor believes that the project as designed and specified will not fulfill the intended purpose, or will not meet the performance requirements, the Contractor shall notify the Engineer in writing. Contractor shall include all relevant information and shall provide a detailed explanation of the Contractor's concerns and recommended alternatives to achieve project objectives and performance requirements.

1.03 Project Location

A. The project is located at 25100 E River Road, Escalon, CA 95320, in San Joaquin County, California.

B. Exhibit 1 shows the location of the project site.

C. Exhibit 2 shows the project site area.

1.04 Owner and Engineer

A. The Owner is the City of Escalon; 2060 McHenry Avenue, Escalon, CA 95320; Contact: Tammy Alcantor, City Manager; Phone: (209) 691-7421.

B. The Engineer for the project is Black Water Consulting Engineers, Inc.; 605 Standiford Ave., Suite N; Modesto, CA 95350; Contact: Aja Verburg, P.E.; Phone: (209) 753-0078; Email: aja@blackwater-eng.com. The Engineer is the Owner's agent with respect to the design of the project.

1.05 Conformance with Codes and Standards

A. State Water Resources Control Board Water Quality Order No. 2004-0012 – DWQ General Waste Discharge Requirements for the Discharge of Biosolids to Land for Use as a Soil Amendment in Agricultural, Silvicultural, Horticultural, and Land Reclamation Activities (General Order).

B. Environmental Protection Agency (EPA) 40 Code of Federal Regulations (CFR) Part 257 for land application disposal of industrial sludge.

C. EPA 40 CRF Part 258 for landfill disposal for industrial sludge.

D. National Pollutant Discharge Elimination System (NPDES) General Permit.

E. All work and materials shall comply with applicable federal, state, and local codes, laws, and regulations.

1.06 Payment for Compliance with Contract Requirements

A. Direct payment shall only be made for the items listed in the Bid Schedule, in accordance with the specified measurement and payment of each item. No direct payment shall be made for items not listed in the Bid Schedule.

B. All costs associated with fulfilling the requirements of this Contract, but not directly related to a specific bid item, shall be incorporated into the Contractor's Bid Price for "Bid Item No. 1 – Mobilization".

1.07 Safety and Health

A. Portions of the existing plant are exposed to wastewaters of varying degrees of treatment. The Contractor certifies that he is experienced and qualified to anticipate and meet the safety and health requirements of this project.

B. Workmen involved in the handling of material and equipment within the treatment plant may be exposed to disease-producing organisms in wastewater or biosolids. The Contractor is responsible for and shall require his personnel to observe proper hygienic precautions.

C. The Contractor shall comply with Safety and Health Regulations for Construction, promulgated by the Secretary of Labor under Section 107 of the Contract Work Hours and Safety Standards Acts, as set forth in Title 29, Code of Federal Regulations (CFR). Copies of these regulations may be obtained from Labor Building, 14th and Constitution Avenue NW, Washington, DC 20013.

D. The Contractor shall also comply with the provisions of the Federal and State of California Occupational Safety and Health Act (OSHA), as amended.

END OF SECTION

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SECTION 2 SITE REQUIREMENTS

2.01 Site Access

A. The Owner has obtained the necessary legal right-of-way and rights-of-access for the project.

B. The Owner will provide the Contractor with access to the project site for the purpose of performing work under this Contract.

C. Contractor's use of the project site shall be limited to activities associated with performing work under this Contract.

D. The Contractor shall be responsible for maintaining a work area in such a manner that City staff may continue to operate the facility without interruption.

E. All contractors, subcontractors, or vendors performing work at or visiting the City of Escalon Wastewater Treatment Facility shall comply with the following:

(1) Access to the facility to begin work shall be at 7:00 AM. If an earlier start time is required, prior arrangements need to be made with the Chief Plant Operator or Public Works Superintendent.

(2) Work shall commence by 3:30 PM daily. If a later stop time is required, prior arrangements need to be made with the Chief Plant Operator or Public Works Superintendent.

(3) All workers must sign in and sign out every day they are working at the WWTF even if they are only on-site for a short period of time.

2.02 Area for Construction

A. The Contractor shall confine all construction activities to the subject parcel, adjacent easements, and public right-of-way.

B. The Contractor shall not encroach onto private property without the prior written permission of the property owner and notification of the Owner and Engineer.

2.03 Existing Utilities and Facilities

A. The Contractor shall confirm the location of, and protect, all existing utilities and other facilities.

B. In the event that the Contractor discovers utilities not identified in the Contract Plans and/or Specifications, the Contractor shall immediately notify the Owner and the utility owner by the most expeditious method reasonably available and later confirm in writing.

C. If the Contractor damages, disconnects, or relocates any existing known facilities or utilities, the Contractor shall, at Contractor's own expense, restore them to the original condition as specified by the owner of the facility or utility.

D. The Contractor is responsible for maintaining the construction site area and all access roads clean of any debris at all times.

2.04 Security

A. The Contractor shall properly safeguard all equipment, materials, access, and work against loss, damage, malicious mischief or tampering by unauthorized persons until acceptance of the work by the Owner.

2.05 Storage

A. Contractor's storage of materials and equipment at the project site is subject to approval by the Owner.

B. All materials shall be stored in accordance with the manufacturer's Material Safety Data Sheet.

C. Materials and equipment stored at the site shall not interfere with work at the site and shall not create a hazard.

2.06 Temporary Facilities

A. The Contractor shall incorporate all costs associated with temporary facilities, if any, into the bid price for "Bid Item No. 1 – Mobilization". No additional compensation will be paid for temporary facilities.

B. The Contractor shall provide and pay for all electric power required to perform all work under this Contract.

C. The Contractor shall provide and pay for lighting to allow for safe work at the site, and in compliance with Cal/OSHA standards.

D. Toilet Facilities

(1) The Contractor shall provide, pay for, and maintain in sanitary condition for the duration of the work, toilet facilities at the work site.

(2) A secondary containment pan shall be provided on the portable toilet. In the event of a spill or leakage, Contractor shall provide and pay for disinfection.

2.07 Drainage

A. Contractor shall ensure that Contractor's activities do not result in fluids other than rain water entering any storm drain or other drainage facility. A SWPPP is not required for this project although BMPs for storm water runoff are required.

B. Contractor shall ensure that Contractor's activities do not degrade the quality of rain water runoff into any storm drain or other drainage facility. Any tracking of soil or mud shall be cleaned immediately by vacuuming or sweeping.

C. These provisions apply to both on- and off-site facilities, unless Contractor obtains written permission from the owner or operator of the facility.

2.08 Cooperation

A. The Contractor shall cooperate fully with all utilities, regulatory agencies, adjacent landowners, the Owner, the Operator, and their officers, officials, employees, agents, and volunteers.

B. At all times during the performance of work on this project, the Contractor shall practice good neighborhood relations.

C. The Contractor shall make every effort to be considerate of the impact of Contractor's activities on neighbors, and to minimize those impacts.

2.09 Miscellaneous

A. No tools, equipment or materials will be used without being approved and documented by Plant Operations Staff.

B. If the Contractor, subcontractor, or vendor uses the restroom facilities, they are responsible for cleaning their own mess and maintaining the restroom in a clean manner.

C. The Contractor or subcontractor is required to clean any mess at the facility daily.

D. The Contractor or subcontractor is responsible for their own property (damage, theft or loss) while working at the facility.

END OF SECTION

SECTION 3 SITE CONDITIONS

3.01 Dust Control

A. The Contractor shall control dust at all times.

B. Dust control shall be the responsibility of the Contractor and shall be implemented in accordance with applicable, federal, state, and local guidelines including, but not limited to, the San Joaquin Valley Air Pollution Control District.

C. The Contractor shall not allow visible dust migration during dredging, stockpiling, containerizing, transporting, and handling of potentially contaminated material.

D. The Contractor shall leave the pond site so that the pond bottom is ripped and flat/level after biosolids are successfully removed.

E. All costs associated with fulfilling the requirements shall be incorporated into the Contractor's Bid Price for "Bid Item No. 1 – Mobilization" and "Bid Item No. 4 – Mobilization".

3.02 Unusual Site Conditions

A. The Contractor shall notify the Owner immediately if the Contractor suspects or detects that the site contains:

(1) Hazardous waste.

(2) Material the Contractor believes may be hazardous.

(3) Subsurface or latent physical conditions at the site differing materially from those indicated in the Contract documents.

(4) Unknown physical conditions at the site of an unusual nature, differing materially from those ordinarily encountered and generally recognized as inherent in work of the character provided for in the Contract.

END OF SECTION

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SECTION 4 PERMITS AND LICENSES

4.01 Contractor Responsibility

A. The Contractor shall identify and obtain all licenses and permits in accordance with the laws and regulations governing the work. Any information about specific licenses or permits provided in these Specifications is for informational purposes and does not relieve the Contractor of this obligation.

B. Contractor shall pay for all permits and licenses required for the work and shall pay all taxes properly assessed against the Contractor's equipment or property used in connection with the work.

4.02 Contractor's License

A. The Contractor shall hold an active Class A license. The license shall be in good standing.

END OF SECTION

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SECTION 5 SUBMITTALS

5.01 Submittal Review Process

A. Contractor shall provide pre-mobilization submittals to the Engineer a minimum of five (5) working days in advance of the planned mobilization date.

B. When possible the Engineer shall review and approve or reject Contractor's submittals on an expedited basis. Contractor shall inform Engineer of specific submittals that may warrant expedited review.

C. Contractor shall not begin work on a project phase until all of the required submittals have been approved by the Engineer.

D. Contractor shall not be granted a Contract extension, nor paid stand-by time, for delays that are caused by the Contractor's failure to provide the required submittals in a timely fashion.

5.02 Required Submittals

A. Contractor shall submit the following items, which shall be approved by the Engineer prior to mobilization:

(1) Work plan with proposed schedule and methods of biosolids removal, handling, storage, and disposal.

(2) Staging area site plan.

(3) Emergency Plan.

(4) Traffic plan for access to and from site for equipment and disposal trucks.

(5) Contractor contact information for the project manager and the superintendent.

B. Contractor shall submit the following items, which shall be approved by the Engineer prior to removal and disposal of dried biosolids:

(1) Biosolids disposal facility information.

C. Contractor shall submit the following items, which shall be approved by the Engineer after the removal and disposal of dried biosolids:

(1) Location information, volume and a map showing the dried biosolids application area (land application only).

(2) Sludge hauling and disposal tags clearly identifying the actual weight and cost for hauling and disposal of the sludge.

(3) Photographic record of pre and post work site conditions, including but not limited to:

a. Ponds where biosolids are to be removed.
b. Contractor's staging area.
c. Site access and on-site truck/vehicle routing ways.

END OF SECTION

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SECTION 6 INSPECTIONS AND MEETINGS

6.01 Pre-Construction Meeting

A. A pre-construction meeting shall be held at the project site at a time agreed upon by the Contractor, Owner, and the Engineer.

B. The pre-construction meeting shall be completed prior to, or in conjunction with, mobilization.

C. Attendance of the pre-construction meeting by the Contractor's project superintendent is mandatory.

6.02 Inspection Purpose and General Requirements

A. The primary purpose of the Engineer's inspections is to confirm that the work is being performed in accordance with the Contract requirements.

B. The secondary purpose of the Engineer's inspections is to evaluate conditions throughout construction, so the Engineer can provide the Contractor with interpretation and clarification of the Contract requirements as they apply to specific work items and conditions.

C. The Engineer's observations and comments during inspections are intended to provide the Contractor with suggestions and guidance for completing the work in accordance with the Contract requirements. The Contractor is solely responsible for determining the appropriate course of action, for directing the work, and for fulfilling the Contract requirements. The Engineer's observations and comments shall not be considered to be direction of the work.

D. The Contractor shall make a good faith effort to make the work available for inspection by the Engineer, to collect and provide samples for inspection by the Engineer, and to honestly represent the work to the Engineer.

E. The Engineer shall make a good faith effort to accommodate the Contractor's construction schedule, to be available throughout construction to make inspections on 24-hours' notice at the Contractor's request, and to provide interpretation and clarification of the Contract requirements.

6.03 Mobilization

A. Contractor shall notify the Engineer a minimum of five (5) working days in advance of the anticipated time of mobilization, and shall update the Engineer with any changes in the schedule for mobilization.

B. Contractor shall make equipment and accessories, and sanitary facilities available for inspection by the Engineer.

6.04 Site Preparation

A. Contractor shall provide Engineer with access for inspection and approval of any site preparation to be performed as part of this Contract.

END OF SECTION

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SECTION 7 PERFORMANCE REQUIREMENTS

7.01 General

A. These performance requirements are intended to objectively measure the suitability of the project for the intended purpose(s).

B. The Contractor shall be solely responsible for meeting the performance requirements.

C. The Owner shall conduct or witness, at the Owner's sole discretion, all tests to evaluate compliance with performance requirements. Tests made by the Contractor without the Owner present, or without the Owner approval, shall not be valid for the purpose of determining compliance with performance requirements.

D. No separate payment shall be made for meeting the performance requirements.

E. If the completed project does not meet the performance requirements, the Contractor shall, at Contractor's own expense, do any and all work necessary to cause the project to meet the performance requirements. If, after such efforts, the completed project does not meet the performance requirements, the project may be rejected.

END OF SECTION

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SECTION 8 SCHEDULE

8.01 Project Schedule

A. Contractor shall notify the Owner and Engineer at least five (5) working days before the anticipated date of mobilization.

B. Contractor shall maintain a current project schedule and shall update the schedule weekly.

C. Contractor shall immediately provide verbal updates of project schedule to Owner upon request. Contractor shall provide a written update of the project schedule within two (2) working days of Owner's request.

D. Completion dates for removal of biosolids at each Pond are as follows:

(1) Pond 2 – June 10, 2016

(2) Pond 1 – June 17, 2016

(3) Pond 4 – June 24, 2016

(4) Pond 11 – June 30, 2016

8.02 Time of Completion

A. The total Contract time is 30 calendar days for final completion from the issuance of the notice to proceed by the Owner.

B. Work shall be considered substantially complete when all biosolids are disposed and the Owner has completed all required sampling and testing. Work shall be considered finally complete when all bid items under this Contract have been completed and all required submittals have been received and approved.

8.03 Working Days and Hours

A. To the extent feasible, construction activities shall be limited to regular business hours of the facility of 7:00 AM and 3:30 PM, Monday through Friday.

8.04 Contract Extensions

A. If, at any time during the project, the Contractor believes that the work cannot be completed within the Contract time, the Contractor shall notify the Engineer in writing. The Contractor shall provide a full explanation of the reasons for the delay, and shall state the amount of additional time the Contractor requests to complete the work.

B. No Contract extensions will be granted for delays caused by any of the following:

(1) Contractor's failure to provide, mobilize to the project site, set up, operate, maintain in good working condition, and demobilize from the project site, all equipment necessary for the successful completion of the project in a timely manner.

(2) Contractor's failure to provide the required submittals in a timely manner.

(3) Contractor's failure to devote the necessary resources and labor to make equipment repairs in a timely manner.

(4) In the event that the equipment repairs cannot be made in a timely manner, or repairs are not successful, Contractor's failure to replace the broken equipment.

(5) Contractor's failure to comply with the provisions of this Contract.

(6) Contractor's failure to make a good faith effort to complete the work within the Contract time.

C. All other causes for delays will be evaluated by the Engineer on a case-by-case basis and Contract extensions, if any, will be granted only if the Engineer determines that the Contractor was not responsible for the delay.

8.05 Liquidated Damages

A. Liquidated damages shall be $500 per day for each day past 30 calendar Contract days that the work is not complete.

END OF SECTION

SECTION 9 REJECTION OF WORK

9.01 Rejection of Work

A. Any work that is not performed as specified, does not meet the performance requirements, or is not suitable for the intended use, may be rejected by the Owner.

B. Contractor may salvage materials from any rejected work. Salvaged materials shall not be used in corrections or replacement of work unless approved by the Owner in writing.

9.02 Correction of Work

A. The Contractor will be given two (2) opportunities to correct rejected work, unless otherwise approved by the Owner in writing.

B. The Contractor must submit to the Owner a plan for correcting the work. The Owner must approve this plan before the Contractor proceeds with any corrections.

C. If, in two (2) attempts, the Contractor does not correct the work so that it is as specified, meets the performance requirements, and is suitable for the intended use, the work will be rejected and the Owner will hire a replacement to complete the work at the Contractor's expense.

9.03 Replacement of Work

A. All replacement work shall be performed in accordance with this Contract and as specified.

9.04 Acceptance of Incomplete or Inadequate Work

A. At the Owner's sole discretion, the Owner may choose to accept incomplete or inadequate work.

B. The Owner shall negotiate a reduced price, subject to the concurrence of the Contractor, for any incomplete or inadequate work that the Owner chooses to accept.

C. If an agreement about a reduced price for incomplete or inadequate work cannot be reached, the work shall be considered rejected.

9.05 Payment for Corrections, Replacement Work, and Rejected Work

A. No payment will be made for rejected work.

B. The Contractor will only be paid for bid items that are completed as specified, meet the performance requirements, and are suitable for the intended use.

C. No additional payment will be made for corrections or replacement work.

D. No payment will be made for salvaged materials that are not accepted for reuse in corrections or replacement of work.

END OF SECTION

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SECTION 10 ITEM NO. 1 – MOBILIZATION

10.01 Scope of Work

A. This bid item shall include the following:

(1) Complying with all applicable regulations.

(2) Preparing an Emergency Plan.

(3) Providing, installing, and maintaining sanitary and temporary facilities.

(4) Attending all meetings.

(5) Providing access for all inspections.

(6) Transporting personnel, equipment, and materials to the project site.

(7) Setting up equipment at the project site.

(8) Demobilizing from the project site.

B. This bid item shall also include provision of all labor, equipment, and materials associated with fulfilling the requirements of this Contract, but not directly related to a specific Bid Item.

10.02 Measurement and Payment

A. This bid item will be paid as a lump sum and shall not exceed 10% of the total contract price.

B. This bid item, satisfactorily completed, will be paid at the unit prices set forth in the Bid Schedule for:

(1) Item No. 1 – Mobilization.

10.03 Materials and Equipment

A. Contractor shall provide, mobilize to the project site, set up, operate, maintain in good working condition, and demobilize from the project site, all of the equipment listed in this section.

B. In addition to the equipment specifically listed in this section, Contractor shall provide, mobilize to the project site, set up, operate, maintain in good working condition, and demobilize from the project site, all other equipment necessary for the successful completion of the project, but not directly related to any other bid item.

C. Emergency Plan

(1) The intent of the Emergency Plan is to ensure that, in the event of an emergency at the project site, all workers know the procedure to follow and have all contact and location information necessary to quickly respond to an emergency at the project site.

(2) Contractor shall prepare an Emergency Plan that includes the following minimum components:

a. The name, address, and phone number of the nearest medical facility that accepts emergency patients.

b. A map and directions from the project site to the emergency facility.

c. Emergency phone numbers for the local police department, fire departments, and poison control center.

d. A location map showing the project site, and a written description of the project site location that can be used to direct emergency vehicles to the project site.

e. The procedure to be followed in the event of an emergency.

(3) The Contractor shall review the Emergency Plan with all regular workers at the site. All regular workers at the site should know where the nearest emergency medical facility is, the route from the project site to that facility, and the procedure to be followed in the event of an emergency.

END OF SECTION

SECTION 11 ITEM NO. 2 – REMOVAL, TRANSPORT, AND DISPOSAL OF BIOSOLIDS

11.01 Scope of Work

A. This bid item shall include the following:

(1) The unit price bid item shall include all labor, materials, equipment, and environmental permitting and monitoring necessary to legally extract, dewater, analyze, load and transport of biosolids from Ponds 2, 1, 4, and 11 to an off-site landfill or land application facility accepting biosolids that meet the criteria for lawful disposal.

(2) Biosolids shall not be removed from the designated pond or ponds without authorization from the Owner.

(3) It is estimated that there are 3,000 dry tons of biosolids to be removed, transported, and disposed of from Ponds 2, 1, 4, and 11. The actual quantity of biosolids to be authorized for removal is not guaranteed by the City and may equal more or less than the bid quantity, as determined by the City.

(4) The Contractor shall perform a Percent Total Solids on each truckload of sludge. To perform the test, a representative composite grab sample will be composed from 3-grab samples from each load. The composite sample will be weighed wet, dried for one hour, cooled off then weighed again. The difference in the weight represents the Percent Total Solids. The weight of each truck and truck load shall be noted. The weight of material hauled times the Percent Total Solids will be used to calculate the amount of dry tonnage hauled.

(5) The City will provide initial sample and laboratory test results for Pond 2, 1, 4 and 11 biosolids. Any additional sampling and laboratory testing of the biosolids required by regulations or these Contract Documents for biosolids characterization and permitting for legal removal and disposal shall be the responsibility of the Contractor.

(6) This work includes providing the City with daily, monthly, and final biosolids removal logs and reports, landfill quantities or land application rates, and associated information for control of the Work and for reports to regulatory agencies.

11.02 Measurement and Payment

A. This bid item will be measured to the nearest unit as the number of dry tons successfully removed, transported, and disposed of from designated ponds.

B. This bid item, satisfactorily completed, will be paid at the unit prices set forth in the Bid Schedule for:

(1) Item No. 2: Removal, Transport and Disposal of Biosolids.

C. Payment will be made based on actual quantity of biosolids removed, transported and disposed based on the actual weight and disposal listed on submitted sludge tickets.

D. Quantities in excess of the estimated 3,000 dry tons will be paid for at the unit price listed in Bid Item No. 2: Removal, Transport and Disposal of Biosolids.

11.03 Materials and Equipment

A. Contractor shall remove, transport, and dispose of biosolids removed from designated ponds using trucks or other equipment sufficient to complete the scope of work for this Bid Item.

END OF SECTION

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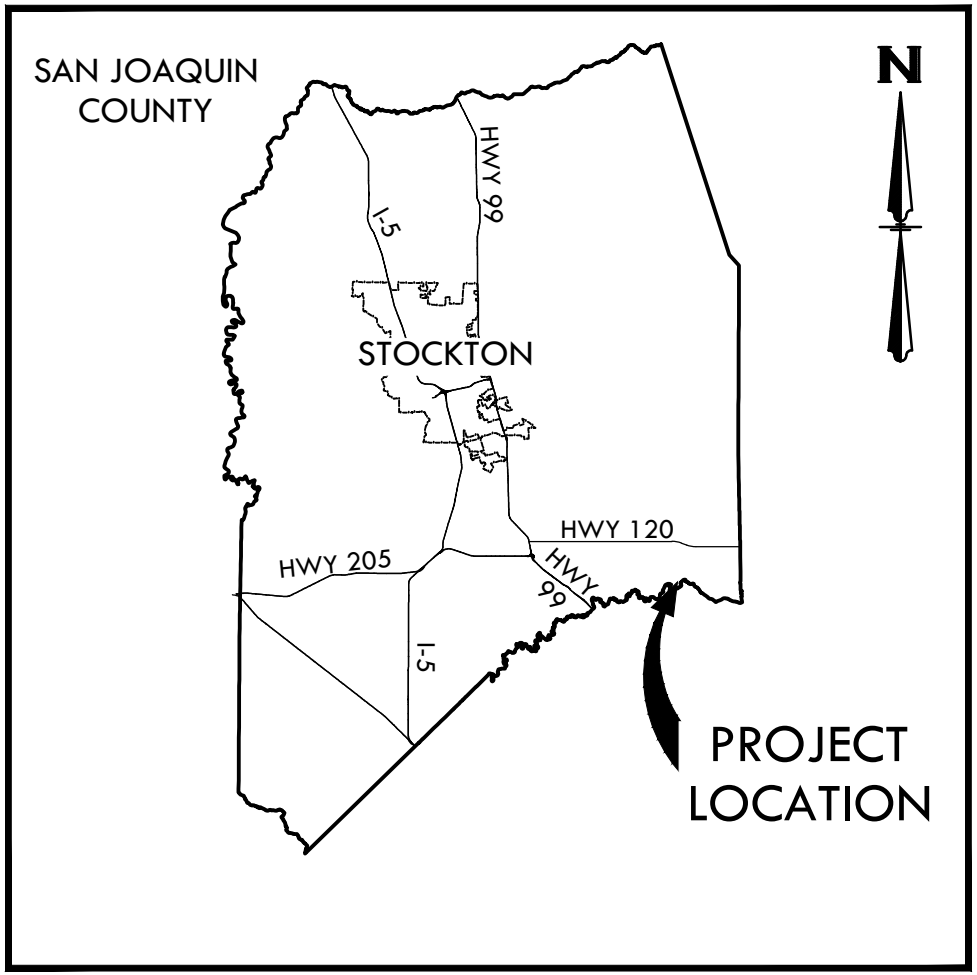
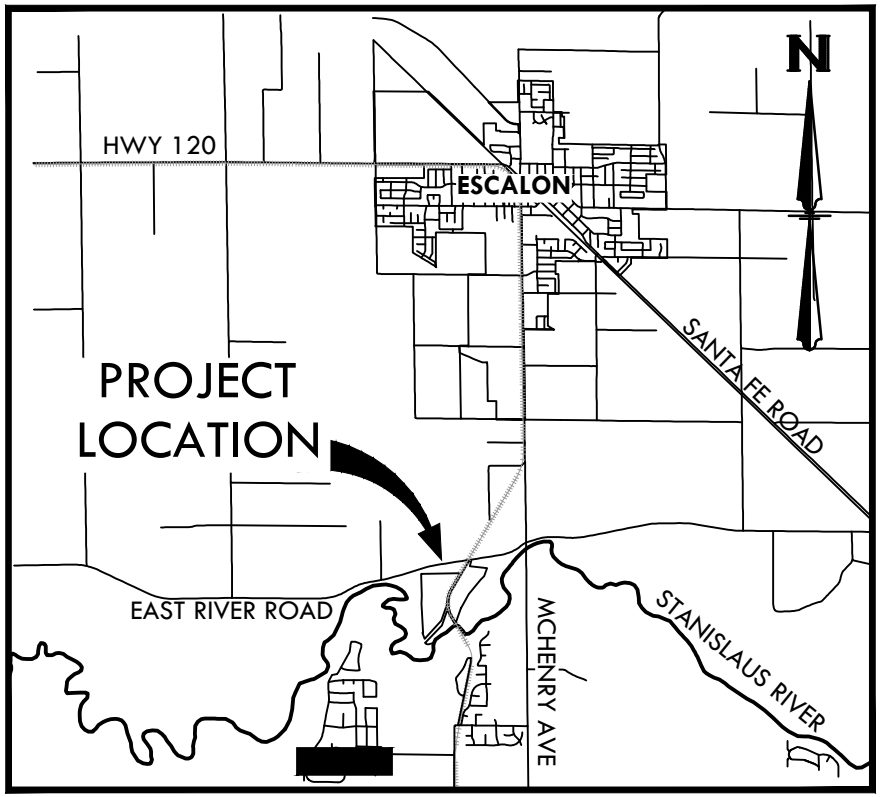


VICINITY MAP

NTS



LOCATION MAP

NTS

EXHIBIT 1

CITY OF ESCALON
WASTEWATER TREATMENT FACILITY
VICINITY AND LOCATION MAPS
25100 EAST RIVER ROAD
ESCALON, CA
APRIL 2016

BLACKWATER
CONSULTING ENGINEERS, INC.
605 STANDIFORD AVE., SUITE N, MODESTO, CA 95350 PH. 209.322.1820

I:\J14075D WWTP SLUDGE REMOVAL\TASKS\J1407516A\CAD\EXHIBITS\WIP\01 EXHIBIT 1.DWG PLOT: 4/4/2016 8:45:35 AM BY KARISSA KIRIU

NOTES:
1. ORDER OF BIOSOLIDS REMOVAL: POND 2,1,4, THEN 11

POND	DESCRIPTION
1	INDUSTRIAL TREATMENT POND
2	INDUSTRIAL TREATMENT POND
3	INDUSTRIAL TREATMENT POND
4	INDUSTRIAL TREATMENT POND
5	DOMESTIC TREATMENT POND
6	DOMESTIC TREATMENT POND
7	DOMESTIC TREATMENT POND
8	DOMESTIC TREATMENT POND
9	DOMESTIC TREATMENT POND

POND	DESCRIPTION
10	INDUSTRIAL PERCOLATION POND
11	INDUSTRIAL PERCOLATION POND
12	INDUSTRIAL PERCOLATION POND
13	INDUSTRIAL PERCOLATION POND
14	INDUSTRIAL PERCOLATION POND
15	INDUSTRIAL PERCOLATION POND
19	INDUSTRIAL PERCOLATION POND
20	DOMESTIC PERCOLATION POND
22	DOMESTIC PERCOLATION POND
23	DOMESTIC PERCOLATION POND
24	DOMESTIC PERCOLATION POND

N

0 400 800

SCALE: 1" = 400'

EXHIBIT 2

CITY OF ESCALON
WASTEWATER TREATMENT FACILITY SITE PLAN
25100 EAST RIVER ROAD
ESCALON, CA
APRIL 2016

BLACKWATER
CONSULTING ENGINEERS, INC.
605 STANDIFORD AVE., SUITE N, MODESTO, CA 95350 PH. 209.322.1820

I:\J14075D WWTP SLUDGE REMOVAL\TASKS\J1407516A\CAD\EXHIBITS\WIP\02 EXHIBIT 2.DWG PLOT: 4/4/2016 8:50:44 AM BY KARISSA KIRIU

ATTACHMENT 1

2015 Laboratory Results

FarWest LABORATORIES, INC.
P. O. Box 355
6602 2nd Street
Riverbank, CA 95367
Phone 209-869-9260
Fax 209-869-7279
State Certification #1310

Escalon WWTP Sludge Testing
City of Escalon

Certificate of Analysis

Sample ID: 25-0166
Sampled By: Purveyor - B. Holloway
Sample Description: Pond 3

Sample Date - Time: 01/14/15-13:45
Matrix: Sample Type: Sludge
Grab

General Chemistry

Ammonia as N	SM 4500-NH3 G	**370**	2.5	mg/kg	5.0	A500594 01/19/15	01/20/15
Conductivity @ 25C, DI Extract	SM 251 OB	**290**	5.0	umhos/cm	1	A500588 01/19/15	01/19/15
Nitrate as N, DI Extract	EPA 300.0	ND	2.2	mg/kg	1	A500600 01/19/15	01/19/15
Nitrite as N, DI Extract	EPA 300.0	**0.96**	0.50	mg/kg	1	A500600 01/19/15	01/19/15
Percent Solids	SM 2540G/ASTM E 871-82	**47**	0.10	% by Weight	1	A500525 01/16/15	01/19/15
pH, DI Extract	EPA 9045C	**6.78**		pH Units	1	A500886 01/26/15	01/26/15
pH Temperature in °C		**18.2**					
Phosphorus	EPA 365.4	**570**	25	mg/kg	10	A500837 01/23/15	01/27/15
Salinity	SM 2520B	**0.16**		Salinity units	1	A500588 01/19/15	01/19/15
Temperature	SM 2550B	**21**		°C	1	A500588 01/19/15	01/19/15
Total Kjeldahl Nitrogen	EPA 351.2	**3700**	500	mg/kg	20	A500837 01/23/15	01/27/15
Total Nitrogen, IC Solid		**3700**	500	mg/kg			
Total Organic Nitrogen, Solid		**3300**	500	mg/kg			

Metals

Antimony	EPA 6020	ND	10	mg/kg	1	A500787 01/22/15	01/23/15
Arsenic	EPA 6020	ND	2.5	mg/kg	1	A500787 01/22/15	01/23/15
Barium	EPA 6020	**66**	6.2	mg/kg	1	A500787 01/22/15	01/23/15
Beryllium	EPA 6020	ND	1.2	mg/kg	1	A500787 01/22/15	01/23/15
Cadmium	EPA 6020	ND	1.2	mg/kg	1	A500787 01/22/15	01/23/15
Chromium	EPA 6020	**25**	12	mg/kg	1	A500787 01/22/15	01/23/15
Cobalt	EPA 6020	ND	12	mg/kg	1	A500787 01/22/15	01/23/15
Copper	EPA 6020	**22**	5.0	mg/kg	1	A500787 01/22/15	01/23/15
Lead	EPA 6020	ND	6.2	mg/kg	1	A500787 01/22/15	01/23/15
Mercury	EPA 6020A	ND	0.50	mg/kg	1	A500787 01/22/15	01/23/15
Molybdenum	EPA 6020	ND	12	mg/kg	1	A500787 01/22/15	01/23/15
Nickel	EPA 6020	**33**	12	mg/kg	1	A500787 01/22/15	01/23/15
Potassium	EPA6010B	**1300**	200	mg/kg	1	A500787 01/22/15	01/26/15
Selenium	EPA 6020	ND	2.5	mg/kg	1	A500787 01/22/15	01/23/15
Silver	EPA 6020	ND	12	mg/kg	1	A500787 01/22/15	01/23/15
Thallium	EPA 6020	ND	2.0	mg/kg	1	A500787 01/22/15	01/23/15
Vanadium	EPA 6020	**25**	12	mg/kg	1	A500787 01/22/15	01/23/15
Zinc	EPA 6020	ND	62	mg/kg	1	A500787 01/22/15	01/23/15

Organics

TPH-Diesel. Motor Oil by GC-FID

Diesel Range Organics (C10-24)	EPA8015B	ND	100	mg/kg	50	A500860 01/23/15	01/27/15

Signature

FarWest LABORATORIES, INC.

P. O. Box 355
6602 2nd Street
Riverbank, CA 95367

Phone 209-869-9260
Fax 209-869-2278
State Certification #1310

Escalon WWTP Sludge Testing
City of Escalon

Certificate of Analysis

Sample Date - Time: 01/14/15-13:45
Matrix: Sample Type: Sludge
Grab

Sample ID: A5A1191-01
Sampled By: Purveyor - B. Holloway
Sample Description: Pond 3 // 25-0166

General Chemistry

Ammonia as N	SM 4500-NH3 G	**370**	2.5	mg/kg	5.0	A500594 01/19/15	01/20/15
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Percent Solids	SM 2540G/ASTM E 871-82	**47**	0.10	% by Weight	1	A500525 01/16/15	01/19/15
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pH Temperature in °C		**18.2**					
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Salinity	SM 2520B	**0.16**		Salinity units	1	A500588 01/19/15	01/19/15
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Total Nitrogen, IC Solid		**3700**	500	mg/kg			
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Cobalt	EPA 6020	ND	12	mg/kg	1	A500787 01/22/15	01/23/15
Copper	EPA 6020	**22**	5.0	mg/kg	1	A500787 01/22/15	01/23/15
Lead	EPA 6020	ND	6.2	mg/kg	1	A500787 01/22/15	01/23/15
Mercury	EPA 6020A	ND	0.50	mg/kg	1	A500787 01/22/15	01/23/15
Molybdenum	EPA 6020	ND	12	mg/kg	1	A500787 01/22/15	01/23/15
Nickel	EPA 6020	**33**	12	mg/kg	1	A500787 01/22/15	01/23/15
Potassium	EPA6010B	**1300**	200	mg/kg	1	A500787 01/22/15	01/26/15
Selenium	EPA 6020	ND	2.5	mg/kg	1	A500787 01/22/15	01/23/15
Silver	EPA 6020	ND	12	mg/kg	1	A500787 01/22/15	01/23/15
Thallium	EPA 6020	ND	2.0	mg/kg	1	A500787 01/22/15	01/23/15
Vanadium	EPA 6020	**25**	12	mg/kg	1	A500787 01/22/15	01/23/15
Zinc	EPA 6020	ND	62	mg/kg	1	A500787 01/22/15	01/23/15

Organics

TPH-Diesel. Motor Oil bv GC-FID

Diesel Range Organics (C10-24)	EPA8015B	ND	100	mg/kg	50	A500860 01/23/15	01/27/15

Signature

FarWest LABORATORIES, INC.
P. O. Box 355
6602 2nd Street
Riverbank, CA 95367
Phone 209-869-9260
Fax 209-[illegible]
State Certification # 1310

Escalon WWTP Sludge Testing
City of Escalon

Certificate of Analysis

Sample ID: 25-0166
Sampled By: Purveyor - B. Holloway
Sample Description: Pond 3

Sample Date - Time: 01/14/15 -13:45
Matrix: Sludge
Sample Type: Grab

Organics

TPH-Diesel. Motor Oil by GC-FID							
Motor Oil Range Organics (C24-C40)	EPA8015B	120	100	mg/kg	50	A500860 01/23/15	01/27/15
Surrogate: Tetracosane	EPA8015B	106%	*Acceptable range: 50-150 %*				
Organochlorine Pesticides by GC-ECD							**Analysis Qualifier(s): DL1**
4,4'-DDD	EPA 8081A	ND	10	ug/kg	100	A500615 01/19/15	01/21/15
4,4'-DDE	EPA 8081A	ND	10	ug/kg	100	A500615 01/19/15	01/21/15
4,4'-DDT	EPA 8081A	ND	10	ug/kg	100	A500615 01/19/15	01/21/15
Aldrin	EPA 8081A	ND	10	ug/kg	100	A500615 01/19/15	01/21/15
alpha-BHC	EPA 8081A	ND	10	ug/kg	100	A500615 01/19/15	01/21/15
beta-BHC	EPA 8081A	ND	10	ug/kg	100	A500615 01/19/15	01/21/15
Chlordane	EPA 8081A	ND	100	ug/kg	100	A500615 01/19/15	01/21/15
delta-BHC	EPA 8081A	ND	10	ug/kg	100	A500615 01/19/15	01/21/15
Dieldrin	EPA 8081A	ND	10	ug/kg	100	A500615 01/19/15	01/21/15
Endosulfan I	EPA 8081A	ND	10	ug/kg	100	A500615 01/19/15	01/21/15
Endosulfan II	EPA 8081A	ND	10	ug/kg	100	A500615 01/19/15	01/21/15
Endosulfan Sulfate	EPA 8081A	ND	10	ug/kg	100	A500615 01/19/15	01/21/15
Endrin	EPA 8081A	ND	10	ug/kg	100	A500615 01/19/15	01/21/15
Endrin Aldehyde	EPA 8081A	ND	10	ug/kg	100	A500615 01/19/15	01/21/15
Heptachlor	EPA 8081A	ND	10	ug/kg	100	A500615 01/19/15	01/21/15
Heptachlor Epoxide	EPA 8081A	ND	10	ug/kg	100	A500615 01/19/15	01/21/15
Lindane	EPA 8081A	ND	10	ug/kg	100	A500615 01/19/15	01/21/15
Methoxychlor	EPA 8081A	ND	10	ug/kg	100	A500615 01/19/15	01/21/15
Toxaphene	EPA 8081A	ND	100	ug/kg	100	A500615 01/19/15	01/21/15
Surrogate: TCMX	EPA 8081A	90%	*Acceptable range: 10-138 %*				
Polychlorinated Biphenyls (PCBs) by GC-ECD							**Analysis Qualifier(s): DL1**
Aroclor-1016	EPA 8082	ND	0.50	mg/kg	100	A500615 01/19/15	01/21/15
Aroclor-1221	EPA 8082	ND	0.50	mg/kg	100	A500615 01/19/15	01/21/15
Aroclor-1232	EPA 8082	ND	0.50	mg/kg	100	A500615 01/19/15	01/21/15
Aroclor-1242	EPA 8082	ND	0.50	mg/kg	100	A500615 01/19/15	01/21/15
Aroclor-1248	EPA 8082	ND	0.50	mg/kg	100	A500615 01/19/15	01/21/15
Aroclor-1254	EPA 8082	ND	0.50	mg/kg	100	A500615 01/19/15	01/21/15
Aroclor-1260	EPA 8082	ND	0.50	mg/kg	100	A500615 01/19/15	01/21/15
Surrogate: Decachlorobiphenyl	EPA 8082	102%	*Acceptable range: 50-150 %*				
Volatile Organics (Standard List) by GC-MS							
Total Xylenes, Solid	EPA8260B	ND	5.0	ug/kg			
Volatile Organics (Standard List) by GC-MS							
1,1,1,2-Tetrachloroethane	EPA8260B	ND	5.0	ug/kg	1	A500818 01/22/15	01/22/15
1,1,1-Trichloroethane	EPA8260B	ND	5.0	ug/kg	1	A500818 01/22/15	01/22/15
1,1,2,2-Tetrachloroethane	EPA8260B	ND	5.0	ug/kg	1	A500818 01/22/15	01/22/15
1,1,2-Trichloroethane	EPA8260B	ND	5.0	ug/kg	1	A500818 01/22/15	01/22/15
1,1-Dichloroethane	EPA8260B	ND	5.0	ug/kg	1	A500818 01/22/15	01/22/15

Signature

FarWest LABORATORIES, INC.
P. O. Box 355
6602 2nd Street
Riverbank, CA 95367

Certificate of Analysis

Escalon WWTP Sludge Testing
City of Escalon
Phone 209-869-9200
Fax 209-869-2278
State Certification #1310

Sample ID: 25-0166
Sampled By: Purveyor - B. Holloway
Sample Description: Pond 3

Sample Date - Time: 01/14/15 -13:45
Matrix: Sludge
Sample Type: Grab

Organics

Volatile Oraanics (Standard List) bv GC-MS

1,1-Dichloroethene	EPA8260B	ND	5.0	ug/kg	1	A50081801/22/15	01/22/15
1,1 -Dichloropropene	EPA8260B	ND	5.0	ug/kg	1	A50081801/22/15	01/22/15
1,2,3-Trichlorobenzene	EPA8260B	ND	5.0	ug/kg	1	A50081801/22/15	01/22/15
1,2,3-Trichloropropane	EPA8260B	ND	5.0	ug/kg	1	A50081801/22/15	01/22/15
1,2,4-Trichlorobenzene	EPA8260B	ND	5.0	ug/kg	1	A50081801/22/15	01/22/15
1,2,4-T rimethy lbenzene	EPA8260B	ND	5.0	ug/kg	1	A50081801/22/15	01/22/15
1,2-Dibromoethane (EDB)	EPA8260B	ND	5.0	ug/kg	1	A50081801/22/15	01/22/15
1,2-Dichlorobenzene	EPA8260B	ND	5.0	ug/kg	1	A50081801/22/15	01/22/15
1,2-Dichloroethane	EPA8260B	ND	5.0	ug/kg	1	A50081801/22/15	01/22/15
1,2-Dichloropropane	EPA8260B	ND	5.0	ug/kg	1	A50081801/22/15	01/22/15
1,3,5-Trimethy lbenzene	EPA8260B	ND	5.0	ug/kg	1	A50081801/22/15	01/22/15
1,3-Dichlorobenzene	EPA8260B	ND	5.0	ug/kg	1	A50081801/22/15	01/22/15
1,3-Dichloropropane	EPA8260B	ND	5.0	ug/kg	1	A50081801/22/15	01/22/15
1,4-Dichlorobenzene	EPA8260B	ND	5.0	ug/kg	1	A50081801/22/15	01/22/15
2,2-Dichloropropane	EPA8260B	ND	5.0	ug/kg	1	A50081801/22/15	01/22/15
2-Butanone	EPA8260B	ND	20	ug/kg	1	A50081801/22/15	01/22/15
2-Chlorotoluene	EPA8260B	ND	5.0	ug/kg	1	A50081801/22/15	01/22/15
2-Hexanone	EPA8260B	ND	20	ug/kg	1	A50081801/22/15	01/22/15
4-Chlorotoluene	EPA8260B	ND	5.0	ug/kg	1	A50081801/22/15	01/22/15
4-Methyl-2-pentanone	EPA8260B	ND	20	ug/kg	1	A50081801/22/15	01/22/15
Acetone	EPA8260B	ND	50	ug/kg	1	A50081801/22/15	01/22/15
Benzene	EPA8260B	ND	5.0	ug/kg	1	A50081801/22/15	01/22/15
Bromobenzene	EPA8260B	ND	5.0	ug/kg	1	A50081801/22/15	01/22/15
Bromochloromethane	EPA8260B	ND	5.0	ug/kg	1	A50081801/22/15	01/22/15
Bromodichloromethane	EPA8260B	ND	5.0	ug/kg	1	A50081801/22/15	01/22/15
Bromoform	EPA8260B	ND	5.0	ug/kg	1	A50081801/22/15	01/22/15
Bromomethane	EPA8260B	ND	5.0	ug/kg	1	A50081801/22/15	01/22/15
Carbon disulfide	EPA8260B	ND	5.0	ug/kg	1	A50081801/22/15	01/22/15
Carbon Tetrachloride	EPA8260B	ND	5.0	ug/kg	1	A50081801/22/15	01/22/15
Chlorobenzene	EPA8260B	ND	5.0	ug/kg	1	A50081801/22/15	01/22/15
Chloroethane	EPA8260B	ND	5.0	ug/kg	1	A50081801/22/15	01/22/15
Chloroform	EPA8260B	ND	5.0	ug/kg	1	A50081801/22/15	01/22/15
Chloromethane	EPA8260B	ND	5.0	ug/kg	1	A50081801/22/15	01/22/15
cis-1,2-Dichloroethene	EPA8260B	ND	5.0	ug/kg	1	A50081801/22/15	01/22/15
cis-1,3-Dichloropropene	EPA8260B	ND	5.0	ug/kg	1	A50081801/22/15	01/22/15
Dibromochloromethane	EPA8260B	ND	5.0	ug/kg	1	A50081801/22/15	01/22/15
Dibromochloropropane (DBCP)	EPA8260B	ND	5.0	ug/kg	1	A50081801/22/15	01/22/15
Dibromomethane	EPA8260B	ND	5.0	ug/kg	1	A50081801/22/15	01/22/15
Dichlorodifluoromethane	EPA8260B	ND	5.0	ug/kg	1	A50081801/22/15	01/22/15
Dichloromethane	EPA8260B	ND	5.0	ug/kg	1	A50081801/22/15	01/22/15
Ethylbenzene	EPA8260B	ND	5.0	ug/kg	1	A50081801/22/15	01/22/15
Hexachlorobutadiene	EPA8260B	ND	5.0	ug/kg	1	A50081801/22/15	01/22/15

Signature _____
PL

FarWest LABORATORIES, INC.

P. O. Box 355
6602 2nd Street
Riverbank, CA 95367

Phone 209-869-9260
Fax 209-869-2278
State Certification #1310

Escalon WWTP Sludge Testing
City of Escalon

Sample ID: 25-0166
Sampled By: Purveyor - B. Holloway
Sample Description: Pond 3

Certificate of Analysis

Sample Date - Time: 01/14/15-13:45
Matrix: Sample Type: Sludge
Grab

Organics

Volatile Oraanics (Standard List) bv GC-MS							
Hexachloroethane	EPA8260B	ND	50	ug/kg	1	A500818 01/22/15	01/22/15
Iodomethane	EPA8260B	ND	50	ug/kg	1	A500818 01/22/15	01/22/15
Isopropylbenzene	EPA8260B	ND	5.0	ug/kg	1	A500818 01/22/15	01/22/15
m.p-Xylenes	EPA8260B	ND	5.0	ug/kg	1	A500818 01/22/15	01/22/15
Methyl-t-butyl ether	EPA8260B	ND	5.0	ug/kg	1	A500818 01/22/15	01/22/15
Naphthalene	EPA8260B	ND	5.0	ug/kg	1	A500818 01/22/15	01/22/15
n-Butylbenzene	EPA8260B	ND	5.0	ug/kg	1	A500818 01/22/15	01/22/15
n-Propylbenzene	EPA8260B	ND	5.0	ug/kg	1	A500818 01/22/15	01/22/15
o-Xylene	EPA8260B	ND	5.0	ug/kg	1	A500818 01/22/15	01/22/15
p-Isopropyltoluene	EPA8260B	ND	5.0	ug/kg	1	A500818 01/22/15	01/22/15
sec-Butylbenzene	EPA8260B	ND	5.0	ug/kg	1	A500818 01/22/15	01/22/15
Styrene	EPA8260B	ND	5.0	ug/kg	1	A500818 01/22/15	01/22/15
tert-Butylbenzene	EPA8260B	ND	5.0	ug/kg	1	A500818 01/22/15	01/22/15
Tetrachloroethene (PCE)	EPA8260B	ND	5.0	ug/kg	1	A500818 01/22/15	01/22/15
trans-1,2-Dichloroethene	EPA8260B	ND	5.0	ug/kg	1	A500818 01/22/15	01/22/15
trans-1,3-Dichloropropene	EPA8260B	ND	5.0	ug/kg	1	A500818 01/22/15	01/22/15
Trichloroethene (TCE)	EPA8260B	ND	5.0	ug/kg	1	A500818 01/22/15	01/22/15
Trichlorofluoromethane	EPA8260B	ND	5.0	ug/kg	1	A500818 01/22/15	01/22/15
Vinyl Chloride	EPA8260B	ND	5.0	ug/kg	1	A500818 01/22/15	01/22/15
Surrogate: 1,2-Dichloroethane-d4	EPA8260B	99%	*Acceptable range:70-130 %*				
Surrogate: Bromofluorobenzene	EPA8260B	126%	*Acceptable range:70-130 %*				
Surrogate: Toluene-d8	EPA8260B	116%	*Acceptable range:70-130 %*				
Semi-Volatile Oraanics (Standard List) bv GC-MS							
1,2,4-Trichlorobenzene	EPA8270C	ND	100	ug/kg	1	A500616 01/19/15	01/20/15
2,4,6-T richlorophenol	EPA8270C	ND	200	ug/kg	1	A500616 01/19/15	01/20/15
2,4-Dichlorophenol	EPA8270C	ND	100	ug/kg	1	A500616 01/19/15	01/20/15
2,4-Dimethylphenol	EPA8270C	ND	100	ug/kg	1	A500616 01/19/15	01/20/15
2,4-Dinitrophenol	EPA8270C	ND	1000	ug/kg	1	A500616 01/19/15	01/20/15
2,4-Dinitrotoluene	EPA8270C	ND	100	ug/kg	1	A500616 01/19/15	01/20/15
2,6-Dinitrotoluene	EPA8270C	ND	100	ug/kg	1	A500616 01/19/15	01/20/15
2-Chloronaphthalene	EPA8270C	ND	100	ug/kg	1	A500616 01/19/15	01/20/15
2-Chlorophenol	EPA8270C	ND	100	ug/kg	1	A500616 01/19/15	01/20/15
2-Nitrophenol	EPA8270C	ND	100	ug/kg	1	A500616 01/19/15	01/20/15
3,3-Dichlorobenzidine	EPA8270C	ND	650	ug/kg	1	A500616 01/19/15	01/20/15
4,6-Dinitro-2-methylphenol	EPA8270C	ND	500	ug/kg	1	A500616 01/19/15	01/20/15
4-Bromophenyl phenyl ether	EPA8270C	ND	100	ug/kg	1	A500616 01/19/15	01/20/15
4-Chloro-3-methyl phenol	EPA8270C	ND	200	ug/kg	1	A500616 01/19/15	01/20/15
4-Chlorophenyl phenyl ether	EPA8270C	ND	100	ug/kg	1	A500616 01/19/15	01/20/15
4-Nitrophenol	EPA8270C	ND	1000	ug/kg	1	A500616 01/19/15	01/20/15
Acenaphthene	EPA8270C	ND	100	ug/kg	1	A500616 01/19/15	01/20/15
Acenaphthylene	EPA8270C	ND	100	ug/kg	1	A500616 01/19/15	01/20/15

Signature

FarWest LABORATORIES, INC.
P. O. Box 355
6602 2nd Street
Riverbank, CA 95367

Certificate of Analysis

Escalon WWTP Sludge Testing
City of Escalon
Phone 209-869-9260
Fax 209-869-2278
State Certification #1310

Sample ID: 25-0166
Sampled By: Purveyor - B. Holloway
Sample Description: Pond 3

Sample Date - Time: 01/14/15-13:45
Matrix: Sample Type: Sludge
Grab

Organics

Semi-Volatile Oraanics (Standard List) by GC-MS							
Anthracene	EPA8270C	ND	100	ug/kg	1	A500616 01/19/15	01/20/15
Benzo(a)anthracene	EPA8270C	ND	100	ug/kg	1	A500616 01/19/15	01/20/15
Benzo(a)pyrene	EPA8270C	ND	100	ug/kg	20	A500616 01/19/15	01/20/15
Benzo(b)fluoranthene	EPA8270C	ND	100	ug/kg	20	A500616 01/19/15	01/20/15
Benzo(g,h,i)perylene	EPA8270C	ND	100	ug/kg	20	A500616 01/19/15	01/20/15
Benzo(k)fluoranthene	EPA8270C	ND	100	ug/kg	20	A500616 01/19/15	01/20/15
Bis(2-chloroethoxy)methane	EPA8270C	ND	100	ug/kg	1	A500616 01/19/15	01/20/15
Bis(2-chloroethyl) ether	EPA8270C	ND	1700	ug/kg	1	A500616 01/19/15	01/20/15
Bis(2-chloroisopropyl) ether	EPA8270C	ND	330	ug/kg	1	A500616 01/19/15	01/20/15
Bis(2-ethylhexyl) phthalate	EPA8270C	**860**	500	ug/kg	1	A500616 01/19/15	01/20/15
Butyl benzyl phthalate	EPA8270C	ND	100	ug/kg	1	A500616 01/19/15	01/20/15
Chrysene	EPA8270C	ND	100	ug/kg	1	A500616 01/19/15	01/20/15
Dibenzo(a,h)anthracene	EPA8270C	ND	100	ug/kg	20	A500616 01/19/15	01/20/15
Diethyl phthalate	EPA8270C	ND	100	ug/kg	1	A500616 01/19/15	01/20/15
Dimethyl phthalate	EPA8270C	ND	100	ug/kg	1	A500616 01/19/15	01/20/15
Di-n-butyl phthalate	EPA8270C	ND	100	ug/kg	1	A500616 01/19/15	01/20/15
Di-n-octyl phthalate	EPA8270C	ND	100	ug/kg	1	A500616 01/19/15	01/20/15
Fluoranthene	EPA8270C	ND	100	ug/kg	1	A500616 01/19/15	01/20/15
Fluorene	EPA8270C	ND	100	ug/kg	1	A500616 01/19/15	01/20/15
Hexachlorobenzene	EPA8270C	ND	100	ug/kg	1	A500616 01/19/15	01/20/15
Hexachlorobutadiene	EPA8270C	ND	100	ug/kg	1	A500616 01/19/15	01/20/15
Hexachloroethane	EPA8270C	ND	100	ug/kg	1	A500616 01/19/15	01/20/15
Indeno(1,2,3-cd)pyrene	EPA8270C	ND	100	ug/kg	20	A500616 01/19/15	01/20/15
Isophorone	EPA8270C	ND	100	ug/kg	1	A500616 01/19/15	01/20/15
Naphthalene	EPA8270C	ND	100	ug/kg	1	A500616 01/19/15	01/20/15
Nitrobenzene	EPA8270C	ND	100	ug/kg	1	A500616 01/19/15	01/20/15
N-Nitrosodi-n-propylamine (NDPA)	EPA8270C	ND	500	ug/kg	1	A500616 01/19/15	01/20/15
N-Nitrosodiphenylamine (as DPA)	EPA8270C	ND	100	ug/kg	1	A500616 01/19/15	01/20/15
Pentachlorophenol	EPA8270C	ND	1000	ug/kg	1	A500616 01/19/15	01/20/15
Phenanthrene	EPA8270C	ND	100	ug/kg	1	A500616 01/19/15	01/20/15
Phenol	EPA8270C	ND	100	ug/kg	1	A500616 01/19/15	01/20/15
Pyrene	EPA8270C	ND	100	ug/kg	1	A500616 01/19/15	01/20/15
Surrogate: 2,4,6-Tribromophenol	EPA8270C	192%	*Acceptable range: 41-200 %*				
Surrogate: 2-Fluorobiphenyl	EPA8270C	93%	*Acceptable range: 46-144 %*				
Surrogate: 2-Fluorophenol	EPA8270C	81 %	*Acceptable range: 30-155 %*				
Surrogate: Nitrobenzene-d5	EPA8270C	99%	*Acceptable range: 30-149 %*				
Surrogate: Phenol-d6	EPA8270C	98%	*Acceptable range: 40-162%*				
Surrogate: p-Terphenyl-d14	EPA8270C	120%	*Acceptable range: 45-161%*				
TPH-Gasoline by GC-MS							
Gasoline Range Organics (C6-10)	LUFT GC/MS	ND	1000	ug/kg	1	A500769 01/21/15	01/21/15

Signature

FarWest LABORATORIES, INC.

P. O. Box 355
6602 2nd Street
Riverbank, CA 95367

Phone 209-869-9260
Fax 209-869-2278
State Certification #1310

Escalon WWTP Sludge Testing
City of Escalon

Sample ID: 25-0166
Sampled By: Purveyor - B. Holloway
Sample Description: Pond 3

Certificate of Analysis

Sample Date - Time: 01/14/15-13:45
Matrix: Sludge
Sample Type: Grab

Organics

Volatile Oraanics (Standard List) bv GC-MS

Toluene	EPA8260B	120	10	ug/kg	5	A500637 01/16/15	01/16/15
Surrogate: 1,2-Dichloroethane-d4	EPA8260B	107%			*Acceptable range: 70-130 %*		
Surrogate: Bromofluorobenzene	EPA8260B	119%			*Acceptable range: 70-130 %*		
Surrogate: Toluene-d8	EPA8260B	93%			*Acceptable range: 70-130 %*		

Signature _____
PL

FarWest LABORATORIES, INC.

P. O. Box 355
6602 2nd Street
Riverbank, CA 95367

Phone 209-869-9260
Fax 209-869-2278
State Certification #1310

COPY TO: QUALITY SERVICE

FAX TO:

EMAIL TO: BRIAN HOLLOWAY

CITY OF ESCALON
P.O. BOX 248
ESCALON, CA 95320

ATTN: BRIAN HOLLOWAY

COLLECTED BY:	B. HOLLOWAY
DATE/TIME COLLECTED:	1/14/2015/ 1345
DATE/TIME RECEIVED:	1/14/2015 / 1515
DATE STARTED:	1/14/2015
DATE COMPLETED:	1/16/2015
DATE REPORTED:	1/30/2015

CERTIFICATE OF ANALYSIS

SAMPLE ADDRESS: ESCALON WASTEWATER TREATMENT PLANT

SAMPLE SOURCE: POND #3

FWL#	METHOD	ANALYTE	RESULT
U-014	9221B	TOTAL COLIFORM BACTERIA (MPN/GRAM)	1,600,000.
U-014	9221B	FECAL COLIFORM BACTERIA (MPN/GRAM)	< 2,000.

SIGNATURE:
LABORATORY DIRECTOR

FarWest LABORATORIES, INC.

P. O. Box 355
6602 2nd Street
Riverbank, CA 95367

Phone 209-869-9260
Fax 209-869-2278
State Certification #1310

Escalon WWTP Sludge Testing

City of Escalon

Sample ID: 25-1117
Sampled By: B. Holloway
Sample Description: Pond #12

Certificate of Analysis

Sample Date - Time: 04/08/15- 13:15
Matrix: Sludge
Sample Type: Grab

General Chemistry

Percent Solids	SM 2540B	72	0.10	% by Weight	1	A503981	04/10/15	04/13/15	
pH, DI Extract	EPA 9045C	5.80		pH Units	1	A504346	04/20/15	04/20/15	DQ.x
pH Temperature in °C		24.4							DQ.x

Metals

Antimony	EPA 6020	ND	10	mg/kg	1	A504149	04/15/15	04/21/15
Arsenic	EPA 6020	3.9	2.5	mg/kg	1	A504149	04/15/15	04/21/15
Barium	EPA 6020	180	6.2	mg/kg	1	A504149	04/15/15	04/21/15
Beryllium	EPA 6020	ND	1.2	mg/kg	1	A504149	04/15/15	04/21/15
Cadmium	EPA 6020	ND	1.2	mg/kg	1	A504149	04/15/15	04/21/15
Chromium	EPA 6020	73	12	mg/kg	1	A504149	04/15/15	04/21/15
Cobalt	EPA 6020	14	12	mg/kg	1	A504149	04/15/15	04/21/15
Copper	EPA 6020	76	5.0	mg/kg	1	A504149	04/15/15	04/21/15
Lead	EPA 6020	11	6.2	mg/kg	1	A504149	04/15/15	04/21/15
Mercury	EPA6020A	ND	0.50	mg/kg	1	A504149	04/15/15	04/21/15
Molybdenum	EPA 6020	ND	12	mg/kg	1	A504149	04/15/15	04/21/15
Nickel	EPA 6020	98	12	mg/kg	1	A504149	04/15/15	04/21/15
Selenium	EPA 6020	ND	2.5	mg/kg	1	A504149	04/15/15	04/21/15
Silver	EPA 6020	ND	12	mg/kg	1	A504149	04/15/15	04/21/15
Thallium	EPA 6020	ND	2.0	mg/kg	1	A504149	04/15/15	04/21/15
Vanadium	EPA 6020	87	12	mg/kg	1	A504149	04/15/15	04/21/15
Zinc	EPA 6020	200	62	mg/kg	1	A504149	04/15/15	04/21/15

Microbiology

Coliform, Fecal by 3x5 MTF								
Fecal Coliform	SM 9221E	ND	2000	MPN/g		A504006	04/14/15 16:16	HT1.0

Organics

TPH-Diesel, Motor Oil by GC-FID								
Diesel Range Organics (C10-24)	EPA 8015B	210	40	mg/kg	20	A504296	04/18/15	04/20/15
Motor Oil Range Organics (C24-C40)	EPA8015B	1100	40	mg/kg	20	A504296	04/18/15	04/20/15
Surrogate: Tetracosane	EPA 8015B	120%	*Acceptable range: 50-150 %*					
Organochlorine Pesticides by GC-ECD								
4,4-DDD	EPA 8081A	ND	5.0	ug/kg	50	A504058	04/13/15	04/16/15
4,4'-DDE	EPA 8081A	25	5.0	ug/kg	50	A504058	04/13/15	04/16/15
4,4-DDT	EPA 8081A	ND	5.0	ug/kg	50	A504058	04/13/15	04/16/15 CV2.0

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Phone 209-869-9260
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State Certification #1310

Escalon WWTP Sludge Testing

City of Escalon

Sample ID: 25-1117
Sampled By: B. Holloway
Sample Description: Pond #12

Certificate of Analysis

Sample Date - Time: 04/08/15- 13:15
Matrix: Sludge
Sample Type: Grab

Organics

Organochlorine Pesticides by GC-ECD									
Aldrin	EPA 8081A	ND	5.0	ug/kg	50	A504058	04/13/15	04/16/15	
alpha-BHC	EPA 8081A	ND	5.0	ug/kg	50	A504058	04/13/15	04/16/15	
beta-BHC	EPA 8081A	ND	5.0	ug/kg	50	A504058	04/13/15	04/16/15	
Chlordane	EPA 8081A	ND	50	ug/kg	50	A504058	04/13/15	04/16/15	
delta-BHC	EPA 8081A	ND	5.0	ug/kg	50	A504058	04/13/15	04/16/15	
Dieldrin	EPA 8081A	ND	5.0	ug/kg	50	A504058	04/13/15	04/16/15	
Endosulfan I	EPA 8081A	ND	5.0	ug/kg	50	A504058	04/13/15	04/16/15	
Endosulfan II	EPA 8081A	ND	5.0	ug/kg	50	A504058	04/13/15	04/16/15	
Endosulfan Sulfate	EPA 8081A	ND	5.0	ug/kg	50	A504058	04/13/15	04/16/15	
Endrin	EPA 8081A	ND	5.0	ug/kg	50	A504058	04/13/15	04/16/15	
Endrin Aldehyde	EPA 8081A	ND	5.0	ug/kg	50	A504058	04/13/15	04/16/15	
Heptachlor	EPA 8081A	ND	5.0	ug/kg	50	A504058	04/13/15	04/16/15	
Heptachlor Epoxide	EPA 8081A	ND	5.0	ug/kg	50	A504058	04/13/15	04/16/15	
Lindane	EPA 8081A	ND	5.0	ug/kg	50	A504058	04/13/15	04/16/15	
Methoxychlor	EPA 8081A	ND	5.0	ug/kg	50	A504058	04/13/15	04/16/15	CV2.0
Toxaphene	EPA 8081A	ND	50	ug/kg	50	A504058	04/13/15	04/16/15	
Surrogate: TCMX	EPA 8081A	66%	*Acceptable range: 10-138 %*						
Polychlorinated Biphenyls (PCBs) by GC-ECD									
Aroclor-1016	EPA 8082	ND	0.25	mg/kg	50	A504058	04/13/15	04/16/15	
Aroclor-1221	EPA 8082	ND	0.25	mg/kg	50	A504058	04/13/15	04/16/15	
Aroclor-1232	EPA 8082	ND	0.25	mg/kg	50	A504058	04/13/15	04/16/15	
Aroclor-1242	EPA 8082	ND	0.25	mg/kg	50	A504058	04/13/15	04/16/15	
Aroclor-1248	EPA 8082	ND	0.25	mg/kg	50	A504058	04/13/15	04/16/15	
Arodor-1254	EPA 8082	ND	0.25	mg/kg	50	A504058	04/13/15	04/16/15	
Aroclor-1260	EPA 8082	ND	0.25	mg/kg	50	A504058	04/13/15	04/16/15	
Surrogate: Decachlorobiphenyl	EPA 8082	69%	*Acceptable range: 50-150 %*						
Volatile **Organics (Standard List)** by GC-MS									
Total Xylenes, Solid	EPA8260B	ND	5.0	ug/kg					
Volatile **Organics (Standard List) by** GC-MS									
1,1,1,2-Tetrachloroethane	EPA8260B	ND	5.0	ug/kg	1	A504211	04/15/15	04/15/15	
1,1,1-Trichloroethane	EPA8260B	ND	5.0	ug/kg	1	A504211	04/15/15	04/15/15	
1,1,2,2-Tetrachloroethane	EPA 8260B	ND	5.0	ug/kg	1	A504211	04/15/15	04/15/15	
1,1,2-Trichloroethane	EPA8260B	ND	5.0	ug/kg	1	A504211	04/15/15	04/15/15	
1,1-Dichloroethane	EPA8260B	ND	5.0	ug/kg	1	A504211	04/15/15	04/15/15	
1,1-Dichloroethene	EPA8260B	ND	5.0	ug/kg	1	A504211	04/15/15	04/15/15	
1,1-Dichloropropene	EPA8260B	ND	5.0	ug/kg	1	A504211	04/15/15	04/15/15	
1,2,3-Trichlorobenzene	EPA 8260B	ND	5.0	ug/kg	1	A504211	04/15/15	04/15/15	
1,2,3-Trichloropropane	EPA8260B	ND	5.0	ug/kg	1	A504211	04/15/15	04/15/15	
1,2,4-Trichlorobenzene	EPA 8260B	ND	5.0	ug/kg	1	A504211	04/15/15	04/15/15	
1,2,4-Trimethylbenzene	EPA8260B	ND	5.0	ug/kg	1	A504211	04/15/15	04/15/15	
1,2-Dibromoethane (EDB)	EPA8260B	ND	5.0	ug/kg	1	A504211	04/15/15	04/15/15	
1,2-Dichlorobenzene	EPA 8260B	ND	5.0	ug/kg	1	A504211	04/15/15	04/15/15	
1,2-Dichloroethane	EPA8260B	ND	5.0	ug/kg	1	A504211	04/15/15	04/15/15	

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State Certification #1310

Escalon WWTP Sludge Testing

City of
Escalon

Sample ID: 25-1117
Sampled By: B. Holloway
Sample Description: Pond #12

Certificate of Analysis

Sample Date - Time: **04/08/15- 13:15**
Matrix: Sludge
Sample Type: Grab

Organics

Volatile Organics (Standard List) by GC-MS								
1,2-Dichloropropane	EPA8260B	ND	5.0	ug/kg	1	A504211	04/15/15	04/15/15
1,3,5-Trimethylbenzene	EPA 8260B	ND	5.0	ug/kg	1	A504211	04/15/15	04/15/15
1,3-Dichlorobenzene	EPA8260B	ND	5.0	ug/kg	1	A504211	04/15/15	04/15/15
1,3-Dichloropropane	EPA8260B	ND	5.0	ug/kg	1	A504211	04/15/15	04/15/15
1,4-Dichlorobenzene	EPA8260B	ND	5.0	ug/kg	1	A504211	04/15/15	04/15/15
2,2-Dichloropropane	EPA 8260B	ND	5.0	ug/kg	1	A504211	04/15/15	04/15/15
2-Chlorotoluene	EPA8260B	ND	5.0	ug/kg	1	A504211	04/15/15	04/15/15
2-Hexanone	EPA8260B	ND	20	ug/kg	1	A504211	04/15/15	04/15/15
4-Chlorotoluene	EPA 8260B	ND	5.0	ug/kg	1	A504211	04/15/15	04/15/15
4-Methyl-2-pentanone	EPA8260B	ND	20	ug/kg	1	A504211	04/15/15	04/15/15
Benzene	EPA8260B	ND	5.0	ug/kg	1	A504211	04/15/15	04/15/15
Bromobenzene	EPA 8260B	ND	5.0	ug/kg	1	A504211	04/15/15	04/15/15
Bromochloromethane	EPA 8260B	ND	5.0	ug/kg	1	A504211	04/15/15	04/15/15
Bromodichloromethane	EPA 8260B	ND	5.0	ug/kg	1	A504211	04/15/15	04/15/15
Bromoform	EPA8260B	ND	5.0	ug/kg	1	A504211	04/15/15	04/15/15
Bromomethane	EPA 8260B	ND	5.0	ug/kg	1	A504211	04/15/15	04/15/15
Carbon disulfide	EPA8260B	12	5.0	ug/kg	1	A504211	04/15/15	04/15/15
Carbon Tetrachloride	EPA8260B	ND	5.0	ug/kg	1	A504211	04/15/15	04/15/15
Chlorobenzene	EPA 8260B	ND	5.0	ug/kg	1	A504211	04/15/15	04/15/15
Chloroethane	EPA 8260B	ND	5.0	ug/kg	1	A504211	04/15/15	04/15/15
Chloroform	EPA 8260B	ND	5.0	ug/kg	1	A504211	04/15/15	04/15/15
Chloromethane	EPA8260B	ND	5.0	ug/kg	1	A504211	04/15/15	04/15/15
cis-1,2-Dichloroethene	EPA 8260B	ND	5.0	ug/kg	1	A504211	04/15/15	04/15/15
cis-1,3-Dichloropropene	EPA 8260B	ND	5.0	ug/kg	1	A504211	04/15/15	04/15/15
Dibromochloromethane	EPA 8260B	ND	5.0	ug/kg	1	A504211	04/15/15	04/15/15
Dibromochloropropane (DBCP)	EPA 8260B	ND	5.0	ug/kg	1	A504211	04/15/15	04/15/15
Dibromomethane	EPA 8260B	ND	5.0	ug/kg	1	A504211	04/15/15	04/15/15
Dichlorodifluoromethane	EPA 8260B	ND	5.0	ug/kg	1	A504211	04/15/15	04/15/15
Dichloromethane	EPA8260B	ND	5.0	ug/kg	1	A504211	04/15/15	04/15/15
Ethylbenzene	EPA 8260B	ND	5.0	ug/kg	1	A504211	04/15/15	04/15/15
Hexachlorobutadiene	EPA 8260B	ND	5.0	ug/kg	1	A504211	04/15/15	04/15/15
Flexachloroethane	EPA8260B	ND	50	ug/kg	1	A504211	04/15/15	04/15/15
Iodomethane	EPA 8260B	ND	50	ug/kg	1	A504211	04/15/15	04/15/15
Isopropylbenzene	EPA 8260B	ND	5.0	ug/kg	1	A504211	04/15/15	04/15/15
m,p-Xylenes	EPA 8260B	ND	5.0	ug/kg	1	A504211	04/15/15	04/15/15
Methyl-t-butyl ether	EPA 8260B	ND	5.0	ug/kg	1	A504211	04/15/15	04/15/15
Naphthalene	EPA 8260B	ND	5.0	ug/kg	1	A504211	04/15/15	04/15/15
n-Butylbenzene	EPA 8260B	ND	5.0	ug/kg	1	A504211	04/15/15	04/15/15
n-Propylbenzene	EPA8260B	ND	5.0	ug/kg	1	A504211	04/15/15	04/15/15
o-Xylene	EPA8260B	ND	5.0	ug/kg	1	A504211	04/15/15	04/15/15
p-Isopropyltoluene	EPA 8260B	ND	5.0	ug/kg	1	A504211	04/15/15	04/15/15
sec-Butylbenzene	EPA8260B	ND	5.0	ug/kg	1	A504211	04/15/15	04/15/15
Styrene	EPA 8260B	ND	5.0	ug/kg	1	A504211	04/15/15	04/15/15
tert-Butylbenzene	EPA 8260B	ND	5.0	ug/kg	1	A504211	04/15/15	04/15/15

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State Certification #1310

Escalon WWTP Sludge Testing

City of Escalon

Sample ID: 25-1117
Sampled By: B. Holloway
Sample Description: Pond #12

Certificate of Analysis

Sample Date - Time: 04/08/15- 13:15
Matrix: Sludge
Sample Type: Grab

Organics

Volatile Organics (Standard List) by GC-MS									
Tetrachloroethene (PCE)	EPA8260B	ND	5.0	ug/kg	1	A504211	04/15/15	04/15/15	
Toluene	EPA 8260B	ND	5.0	ug/kg	1	A504211	04/15/15	04/15/15	
trans-1,2-Dichloroethene	EPA8260B	ND	5.0	ug/kg	1	A504211	04/15/15	04/15/15	
trans-1,3-Dichloropropene	EPA 8260B	ND	5.0	ug/kg	1	A504211	04/15/15	04/15/15	
Trichloroethene (TCE)	EPA8260B	ND	5.0	ug/kg	1	A504211	04/15/15	04/15/15	
Trichlorofluoromethane	EPA 8260B	ND	5.0	ug/kg	1	A504211	04/15/15	04/15/15	
Vinyl Chloride	EPA 8260B	ND	5.0	ug/kg	1	A504211	04/15/15	04/15/15	
Surrogate: 1,2-Dichloroethane-d4	EPA 8260B	105%	*Acceptable range: 70-130 %*						
Surrogate: Bromofluorobenzene	EPA 8260B	105%	*Acceptable range: 70-130 %*						
Surrogate: Toluene-d8	EPA 8260B	105%	*Acceptable range: 70-130%*						
Semi-Volatile Organics (Standard List) by GC-MS									
1,2,4-Trichlorobenzene	EPA8270C	ND	1000	ug/kg	20	A504060	04/13/15	04/16/15	
2,4,6-Trichlorophenol	EPA 8270C	ND	1000	ug/kg	20	A504060	04/13/15	04/16/15	
2,4-Dichlorophenol	EPA8270C	ND	1000	ug/kg	20	A504060	04/13/15	04/16/15	
2,4-Dimethylphenol	EPA8270C	ND	1000	ug/kg	20	A504060	04/13/15	04/16/15	
2,4-Dinitrophenol	EPA8270C	ND	2000	ug/kg	20	A504060	04/13/15	04/16/15	
2,4-Dinitrotoluene	EPA8270C	ND	1000	ug/kg	20	A504060	04/13/15	04/16/15	
2,6-Dinitrotoluene	EPA8270C	ND	1000	ug/kg	20	A504060	04/13/15	04/16/15	
2-Chloronaphthalene	EPA8270C	ND	1000	ug/kg	20	A504060	04/13/15	04/16/15	
2-Chlorophenol	EPA 8270C	ND	1000	ug/kg	20	A504060	04/13/15	04/16/15	
2-Nitrophenol	EPA8270C	ND	1000	ug/kg	20	A504060	04/13/15	04/16/15	
3,3-Dichlorobenzidine	EPA8270C	ND	10000	ug/kg	20	A504060	04/13/15	04/16/15	BG2 C
4,6-Dinitro-2-methylphenol	EPA 8270C	ND	1000	ug/kg	20	A504060	04/13/15	04/16/15	
4-Bromophenyl phenyl ether	EPA8270C	ND	1000	ug/kg	20	A504060	04/13/15	04/16/15	
4-Chloro-3-methylphenol	EPA8270C	ND	1000	ug/kg	20	A504060	04/13/15	04/16/15	
4-Chlorophenyl phenyl ether	EPA8270C	ND	1000	ug/kg	20	A504060	04/13/15	04/16/15	
4-Nitrophenol	EPA8270C	ND	2000	ug/kg	20	A504060	04/13/15	04/16/15	
Acenaphthene	EPA 8270C	ND	100	ug/kg	20	A504060	04/13/15	04/16/15	
Acenaphthylene	EPA8270C	ND	100	ug/kg	20	A504060	04/13/15	04/16/15	
Anthracene	EPA 8270C	ND	100	ug/kg	20	A504060	04/13/15	04/16/15	
Benzo(a)anthracene	EPA8270C	ND	100	ug/kg	20	A504060	04/13/15	04/16/15	
Benzo(a)pyrene	EPA8270C	ND	100	ug/kg	50	A504060	04/13/15	04/16/15	
Benzo(b)fluoranthene	EPA8270C	ND	100	ug/kg	50	A504060	04/13/15	04/16/15	
Benzo(g,h,i)perylene	EPA8270C	ND	100	ug/kg	50	A504060	04/13/15	04/16/15	
Benzo(k)fluoranthene	EPA 8270C	ND	100	ug/kg	50	A504060	04/13/15	04/16/15	
Bis(2-chloroethoxy)methane	EPA8270C	ND	1000	ug/kg	20	A504060	04/13/15	04/16/15	
Bis(2-chloroethyl) ether	EPA8270C	ND	2000	ug/kg	20	A504060	04/13/15	04/16/15	
Bis(2-chloroisopropyl) ether	EPA8270C	ND	2000	ug/kg	20	A504060	04/13/15	04/16/15	
Bis(2-ethylhexyl) phthalate	EPA8270C	**5900**	1000	ug/kg	20	A504060	04/13/15	04/16/15	
Butyl benzyl phthalate	EPA 8270C	ND	1000	ug/kg	20	A504060	04/13/15	04/16/15	
Chrysene	EPA8270C	ND	100	ug/kg	20	A504060	04/13/15	04/16/15	
Dibenzo(a,h)anthracene	EPA8270C	ND	100	ug/kg	50	A504060	04/13/15	04/16/15	
Diethyl phthalate	EPA8270C	ND	1000	ug/kg	20	A504060	04/13/15	04/16/15	

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State Certification #1310

Sample ID: 23-1117
Sampled By: B. Holloway
Sample Description: Pond #12

Escalon WWTP Sludge Testing

Escalon

Certificate of Analysis

Sample Date - Time: **04/08/15- 13:15**
Matrix: Sludge
Sample Type: Grab

Organics

Semi-Volatile Organics (Standard List) by GC-MS									
Dimethyl phthalate	EPA8270C	ND	1000	ug/kg	20	A504060	04/13/15	04/16/15	
Di-n-butyl phthalate	EPA8270C	ND	1000	ug/kg	20	A504060	04/13/15	04/16/15	
Di-n-octyl phthalate	EPA 8270C	ND	1000	ug/kg	20	A504060	04/13/15	04/16/15	
Fluoranthene	EPA8270C	ND	100	ug/kg	20	A504060	04/13/15	04/16/15	
Fluorene	EPA8270C	ND	100	ug/kg	20	A504060	04/13/15	04/16/15	
Hexachlorobenzene	EPA8270C	ND	1000	ug/kg	20	A504060	04/13/15	04/16/15	
Hexachlorobutadiene	EPA 8270C	ND	1000	ug/kg	20	A504060	04/13/15	04/16/15	
Indeno(1,2,3-cd)pyrene	EPA 8270C	ND	100	ug/kg	50	A504060	04/13/15	04/16/15	
Isophorone	EPA8270C	ND	1000	ug/kg	20	A504060	04/13/15	04/16/15	
Naphthalene	EPA8270C	ND	100	ug/kg	20	A504060	04/13/15	04/16/15	
Nitrobenzene	EPA8270C	ND	1000	ug/kg	20	A504060	04/13/15	04/16/15	
N-Nitrosodi-n-propylamine (NDPA)	EPA8270C	ND	1000	ug/kg	20	A504060	04/13/15	04/16/15	CV0.0
N-Nitrosodiphenylamine (as DPA)	EPA8270C	ND	1000	ug/kg	20	A504060	04/13/15	04/16/15	
Pentachlorophenol	EPA8270C	ND	1000	ug/kg	20	A504060	04/13/15	04/16/15	
Phenanthrene	EPA8270C	ND	100	ug/kg	20	A504060	04/13/15	04/16/15	
Phenol	EPA8270C	ND	1000	ug/kg	20	A504060	04/13/15	04/16/15	
Pyrene	EPA8270C	ND	100	ug/kg	20	A504060	04/13/15	04/16/15	
Surrogate: 2,4,6-Tribromophenol	EPA8270C	190%	*Acceptable range: 41-200 %*						
Surrogate: 2-Fluorobiphenyl	EPA8270C	67%	*Acceptable range: 46-144 %*						
Surrogate: 2-Fluorophenol	EPA 8270C	%	*Acceptable range: 30-155 %*			*Qualifiers -*	*SR4.1*		
Surrogate: Nitrobenzene-d5	EPA8270C	15%	*Acceptable range: 30-149 %*			*Qualifiers -*	*SR4.1*		
Surrogate: Phenol-d6	EPA8270C	40%	*Acceptable range: 40-162 %*						
Surrogate: p-Terphenyl-d14	EPA 8270C	18%	*Acceptable range: 45-161 %*			*Qualifiers -*	*SR4.1*		
TPH-Gasoline by GC-MS									
Gasoline Range Organics (C6-10)	LUFT GC/MS	ND	1000	ug/kg	1	A504157	04/14/15	04/14/15	
Surrogate: 1,2-Dichloroethane-d4	LUFTGC/MS	101 %	*Acceptable range: 50-150%*						

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Escalon WWTP Sludge Testing

City of Escalon

Sample ID: 25-1117
Sampled By: B. Holloway
Sample Description: Pond #12

Certificate of Analysis

Sample Date - Time: 04/08/15- 13:15
Matrix: Sludge
Sample Type: Grab

Organics

Volatile Oraanics (Standard List) **bv GC-MS**								
2-Butanone	EPA 8260B	180	50	ug/kg	10	A504211	04/15/15	04/15/15
Surrogate: 1,2-Dichloroethane-d4	EPA 8260B	103%	*Acceptable range: 70-130 %*					
Surrogate: Bromofluorobenzene	EPA 8260B	106%	*Acceptable range: 70-130 %*					
Surrogate: Toluene-d8	EPA 8260B	99%	*Acceptable range: 70-130 %*					

SIGNATURE

FarWest LABORATORIES, INC.

P. O. Box 355
6602 2nd Street
Riverbank, CA 95367

Phone 209--869-9260
Fax 209--869-2278
State Certification #1310

Escalon WWTP Sludge Testing

City of
Escalon

Sample ID: 25-1117
Sampled By: B. Holloway
Sample Description: Pond #12

Certificate of Analysis

Organics

Sample Date - Time: 04/08/15-13:15
Matrix: Sludge
Sample Type: Grab

Volatile Oraanics (Standard List) bv GC-MS

Acetone	EPA 8260B	590	250	ug/kg	50	A504211	04/15/15	04/15/15
Surrogate: 1,2-Dichloroethane-d4	EPA 8260B	103%	*Acceptable range: 70-130 %*					
Surrogate: Bromofluorobenzene	EPA 8260B	96%	*Acceptable range: 70-130 %*					
Surrogate: Toluene-d8	EPA 8260B	101 %	*Acceptable range: 70-130 %*					

SIGNATURE