TOWN OF DISCOVERY BAY CSD

1800 Willow Lake Road, Discovery Bay, CA 94505-9376
Telephone: (925) 634-1131 Fax: (925) 513-2705

CONTRACT
FOR

Discovery Bay Dewatering & Solar Dryer #3 Project

This CONTRACT is made and entered into this 15th day of February 2012, by and between the Town of Discovery Bay Community Services District (hereinafter "Owner") whose address is 1800 Willow Lake Road Discovery Bay, CA 94505 and Conco West, Inc. (hereinafter "Contractor").

WITNESSETH

That the Owner has awarded to the Contractor, upon his Bid duly submitted in the amount of eight hundred ninety-nine thousand eight hundred dollars ($899,800.00), the Contract for doing the work and furnishing the materials and equipment for the work (hereinafter "Work") described in the Contract Documents bound herewith on the terms stated as follows:

1. Contractor Agrees:
   a. To do all the Work and furnish all the labor, material, equipment and appliances to complete the Work in accordance with the Contract Documents. See attached "Exhibit A"

   b. To do and perform said Work diligently as directed by the Owner until completion is evidenced by written acceptance by the Owner.

   c. To start said Work within five (5) working days after receipt of Notice to Proceed and Completion of all work within 125 working days, which are part of "Exhibit A" from date established by the Notice to Proceed. A working day shall be defined in accordance with the provision of Section 8 of the California Standard Specifications.

   d. To remedy, at his expense, any defects in the Work, which shall appear within a period of twelve (12) months from the date of the final acceptance of the Work.

   e. To do and perform the Work contemplated hereby and furnish all labor, material, appliances, equipment, tools and pay all taxes therefore, at the bid price specified in the Bid form submitted by the Contractor, a conformed copy of which is attached and made a part of the Contract.

   f. To maintain during the life of the Contract, Workers' Compensation, Public Liability and Property Damage Insurance as provided in the General Conditions. Certificates of such insurance shall be delivered to the Owner. The Contractor must comply with Labor Code §3700.

g. Should the Contractor fail to complete the Work included in the Contract within the time limit agreed upon or such extensions thereof as may be granted, a deduction of Two Hundred Fifty dollars ($250.00) per day will be made from amounts otherwise due the Contractor for each and every calendar day, or fraction thereof, that the work, or each stated portion, remains incomplete after the date set for its completion.

2. The Owner will cause payment to be made to the Contractor for the Contract prices provided herein in the following manner:

   a. On or about the tenth day of each month after the start of the Work, an amount equal to ninety percent (90%) of the value of all Work completed as of the 20th day of the preceding month, based on quantities of Work completed, as determined by the Engineer at the unit prices stated, less the aggregate of all previous payments made to the Contractor.

   b. Thirty-five (35) days after completion of the Contract and its acceptance by the Owner, the balance of the Contract price will be paid. Such final payment will not be made until completion of the entire Work and acceptance of the whole by the Owner.

   c. Contractor may substitute securities in lieu of retained funds in accordance with Public Contracts Code Section 22300.

3. It is further agreed by the parties that before each payment is made as provided above, receipts and releases of liens of all kinds for all labor and materials and all other indebtedness connected with the Work shall be presented to the Owner by the Contractor upon the request of the Owner.

4. It is expressly understood and agreed that a waiver of any of the conditions or covenants of this Contract shall not be considered a waiver of any of the provisions hereof

5. Contractor shall comply with all Federal, State and local laws and ordinances applicable to the work. This includes compliance with prevailing wage rates and their payment in accordance with California Labor Code, Section 1775.

   a. A determination of the general prevailing rate of per diem wages and holiday and overtime work where the work is to be performed is available for review upon request at the Town of Discovery Bay CSD offices. Contractor and subcontractors will not pay less than the prevailing rates of wages. Contractor will post on copy of the prevailing rates of wage at the job site. Contractor shall forfeit as penalty the sum of up to fifty dollars ($50.00) for each calendar day or portion thereof, and for each worker paid less than the prevailing rates under this contract. Travel and subsistence payments shall be paid to each worker as defined in the applicable collective bargaining agreements filed with the Department of Industrial Relations for the particular craft, classification or type of work.

   b. Eight (8) hours labor constitutes a legal day's work. Workers shall be paid at a rate of one and on-half times the basic rate of pay for work in excess of eight (8) hours during a calendar day or forty hours during a calendar week of the foregoing hours. Contractor shall keep and make available an accurate record showing the name of each worker and hours worked each day and each week by each worker. As a penalty to the Town of Discovery Bay CSD, Contractor shall forfeit twenty-five dollars ($25.00) for each worker, including subcontractors' workers, for each calendar day during which the worker is required or permitted to work more than eight (8) hours in any one calendar day and forty (40) hours in any one calendar week in violation of Labor Code Sections 1810 through 1815.

c. Pursuant to California Labor Code Section 1776, Contractor and each Subcontractor shall keep accurate records, showing the name, address, social security number, work classification, straight time and overtime hours worked each day and week, and the actual per diem wages paid to each journeyman, apprentice, worker, or other employee employed by him or her in connection with the work. Each payroll record shall contain or be verified by a written declaration that it is made under penalty of perjury, stating both of the following: The information contained in the payroll record is true and correct. The employer has complied with the requirements of Labor Code Section 1771, 1811, and 1815 for any work performed by his or her employees on the public work project. A certified copy of all payroll records shall be made available for inspection or furnished upon request to the Town of Discovery Bay CSD, the Division of Labor Standards Enforcement, and the Division of Apprenticeship Standards of the Department of Industrial Relations. A certified copy of all payroll records shall be made available upon request by the public for inspection or for copies thereof. However, a request by the public shall be made through the Town of Discovery Bay CSD, the Division of Apprenticeship Standards, or the Division of Labor Standards Enforcement. If the requested payroll records have not been provided pursuant to Labor Code Section 1776 (b)(2), the requesting party shall, prior to being provided the records, reimburse the costs of preparation as provided in Title 13 California Code of Regulations Section 16402 by the Contractor, subcontractors, and the entity through which the request was made. The public shall not be give access to the records at the principal office of the Contractor. The certified payroll records shall be on forms provided by the Division of Labor Standards Enforcement or shall contain the same information as provided by the division. The Contractor or subcontractor shall file a certified copy of the records enumerated with the entity that requested the records within ten (10) days after receipt of a written request.

d. Any copy of records made available for inspection as copies and furnished upon request to the public or any public agency by the Town of Discovery Bay CSD, the Division of Apprenticeship Standards, or the Division of Labor Standards Enforcement shall be marked or obliterated in such a manner as to prevent disclosure of an individual's name, address, and social security number as provided in Labor Code Section 1776. The name and address of the Contractor awarded the contract or the subcontractor performing the contract shall not be marked or obliterated. The Contractor shall inform the Town of Discovery Bay CSD of the location of the records enumerated under paragraph (1.3) including the street address, city and county, and shall within five (5) working days, provide a notice of change of location and address. The Contractor or Subcontractor shall have ten (10) days in which to comply subsequent to receipt of written notice requesting the records. In the event that the Contractor or Subcontractor fails to comply within the 10-day period, her or she shall, as a penalty to the Town of Discovery Bay CSD, forfeit twenty-five dollars ($25.00) for each calendar day, or portion thereof, for each worker until strict compliance is effectuated. Upon the request of the Division of Labor Standards Enforcement, these penalties shall be withheld from progress payments then due. The Contractor is not subject to a penalty assessment pursuant to this section due to the failure of a subcontractor to comply with this section.

6. It is mutually agreed and understood that the complete Contract shall consist of this Contract, and the following component documents, all of which are fully a part hereof as if herein set out in full, or if not attached, as if attached, and which together constitute the Contract Documents:

- Instructions for Bidders (Attached)
- "Noncollusion Affidavit" (Attached)
- Accepted Bid with Attached List of Subcontractors and Attached Bidder's Responsibility Statement (Attached)
- Faithful Performance Bond and Labor and Materials Bond (if applicable)

- General Conditions (Attached)
- Addenda No. 1 (Attached)
- Plans and Specifications, including any amendments (Not Attached)
    - Specification Sections: "Dewatering Facilities Expansion" Volume 1 of 2.
    - Drawings: "Dewatering Facilities Expansion" Volume 2 of 2 and "Solar Dryer No.3 Slab" Volume 2 of 2.

7. The provisions of California Labor Code Sections 1777.5 and 1777.6 shall apply to the employment of apprentices by Contractor or any subcontractor under him.

8. If the total bid amount as set forth in the Bid is in excess of $25,000, then Contractor shall provide a Faithful Performance Bond and a Labor and Materials Bond, in the sum of 100% of the contract price; the Faithful Performance Bond will be retained by the Town of Discovery Bay for twelve months following final acceptance by the Town of Discovery Bay of the improvements constructed to guarantee correction of failures attributable to workmanship and materials.

9. All provisions of the California Occupational Safety and Health Act of 1973 (CALOSHA), as amended, shall be adhered to.

10. The statutory provisions for penalties for failing to comply with the State of California wage and labor laws will be enforced, as well as that for failing to pay prevailing wages.

11. Eight hours labor constitutes a legal day's work.

IN WITNESS WHEREOF, the parties hereto have caused these presents to be executed in duplicate, on the day and year first above written.

TOWN OF DISCOVERY BAY CSD
1800 Willow Lake Road
Discovery Bay, CA 94505

BY: _____
Richard J. Howard

TITLE: General Manager

CONTRACTOR: Conco West, Inc.

BY: _____

TITLE: _____

INSTRUCTIONS FOR BIDDERS
FOR

DISCOVERY BAY DEWATERING & SOLAR DRYER #3
DISCOVERY BAY, CA

1. OBTAINING COPIES OF CONTRACT DOCUMENTS

   a. **Bidders may obtain complete sets of the Contract Documents, at the location designated in the Notice Inviting Bids. The cost is $ 100.00 per set (nonrefundable).** Bidders shall use complete **full size** sets of Contract Documents in preparing Bids.

   b. The Town of Discovery Bay Community Services District (CSD) will have copies of the Contract documents available, on the above terms, for the sole purpose of obtaining Bids for the Work and does not confer a license or grant permission for any other use of the Contract Documents.

2. FORM OF BID

   a. All Bids must be made on regular Bid Forms which are made a part of these Contract Documents and must be enclosed in a sealed envelope, marked as required in the "Notice Inviting Sealed Bids." The Bid must be signed by the individual or by the proper officials of the firm or corporation by which the Bid is made. The right is reserved to reject any and all Bids and to waive technical defects as the interests of the Town of Discovery Bay CSD require.

3. INTERPRETATION OR CORRECTION OF CONTRACT DOCUMENTS

   a. Bidder shall, before submitting its Bid, carefully study and compare the components of the Contract Documents and shall examine the Project Site, the conditions under which the Work is to be performed, and the local conditions.

   b. In the event Bidder has any question as to the meaning of any part of the Contract Documents, or Bidder finds any error, inconsistency, or ambiguity in the Contract Documents, Bidder shall make a written Request for Clarification prior to submitting its Bid. Requests for clarification or interpretation of the Contract Documents shall be addressed only to the Town of Discovery Bay CSD. It shall be the Bidder's responsibility to ensure that any such request be submitted to the Town of Discovery Bay CSD, in a timely manner, in order to allow for the Town of Discovery Bay CSD to issue a written Addenda.

   c. If necessary, the Town of Discovery Bay CSD shall make clarifications, interpretations, corrections, and changes to the Contract Documents by Addenda issued as provided below. Purported clarifications, interpretations, corrections, and changes to the Contract Documents made in any other manner shall not be binding

on the Town of Discovery Bay CSD, and Bidders shall not rely upon them.

4. ADDENDA

a. Addenda will only be issued in writing. The Town of Discovery Bay CSD will make reasonable efforts to deliver Addenda to all Bidders who are known by the Town of Discovery Bay CSD to have received a complete set of Contract Documents and who have provided a street address, email address, or fax number for receipt of Addenda. The Town of Discovery Bay CSD makes no guarantee that all Bidders will receive all the Addenda.

b. Copies of Addenda will be made available for inspection at the office where Contract Documents are on file for inspection, as indicated on the Invitation for Bids.

c. Addenda withdrawing the Invitation for Bids or postponing the Bid Deadline may be issued anytime prior to the Bid Deadline. However, if any Addenda results in a material change to the Contract Documents, the Bid Deadline shall be extended by the Town of Discovery Bay CSD by not less than 72 hours, pursuant to Public Contract Code section 4104.5

d. Each Bidder shall be responsible for ascertaining, prior to submitting its Bid, that it has received all issued Addenda. Each Bidder shall acknowledge receipt of all Addenda on the Bid Form. Failure to acknowledge receipt of Addenda may render the Bid non-responsive.

5. EXAMINATION OF SITE AND PLAN

a. The Bidders must satisfy themselves as to the location of the Work, transportation facilities, soil conditions, underground conditions, groundwater, and all other matters, which may influence their Bids. It will be assumed that the Bidder has investigated and is satisfied as to the conditions to be encountered, as to the character, quality and quantity of work to be performed and the material, equipment and other devices to be furnished and as to the requirements of these Contract Documents.

b. Any information derived from the Town of Discovery Bay CSD, or any of its/his employees or from any records of the Town of Discovery Bay CSD will not relieve the Contractor from risks of the responsibility of fulfilling the terms of the Contract.

6. MANDATORY PRE-BID MEETING

a. A mandatory pre-bid meeting will be held for all general contractors who wish to submit a bid for this project. Meeting will be held January 18, 2012, at 10:00 a.m., at Town of Discovery Bay Wastewater Treatment Plant #2, 17501 Highway 4, Discovery Bay. Bids will not be accepted from contractors who do not attend this meeting.

7. FILLING IN BID FORMS BY BIDDERS

a. Bids shall be submitted on the Bid Forms included with the Contract Documents. Bidder shall submit, concurrently with its Bid, the Bidders Statement of Responsibility, Bidder's Non-Collusion Affidavit, Bid Security, and all other information requested by these Contract Documents.

b. All blanks on the Bid Forms shall be filled in by typewriter or printed legibly in ink.

c. The Bidder must individually initial all interlineations, alterations, and erasures.

d. Bidder shall acknowledge receipt of all Addenda on the Bid.

e. Bidder shall not modify or qualify the Bid Forms in any manner.

f. The Bid Forms shall be signed by a person or persons legally authorized to bind Bidder to the contract. The individuals signing each document shall warrant that they are authorized to bind the legal entity of the Bidder.

8. BID GUARANTEE

a. All Bids shall be accompanied by a cashier's or certified check payable to the order of the Town of Discovery Bay CSD, amounting to ten percent (10%) of the bid, or by a bond in said amount and payable to the Town of Discovery Bay CSD and signed by the Bidder and a corporate surety, or by the Bidder and two sureties who shall justify before any officer competent to administer an oath, in double the amount and over and above all statutory exemptions (hereinafter "Security"). In the event that the Bidder fails, within five (5) work days after written notice that the Contract has been awarded to him, to enter into a Contract with the Town of Discovery Bay CSD, the Town of Discovery Bay CSD may award the Contract to the second lowest Bidder. In such event, the amount of Bidder's Security shall be applied by the Town of Discovery Bay CSD to the difference between the Bidder's Bid and the second lowest Bid, and the surplus, if any, shall be returned to the Bidder if cash or a check is used, or to the surety on Bidder's bond if a bond is used.

b. The Bid Security of the successful Bidder will be returned to him when he executes a satisfactory Contract accompanied by the proper bonds. The Bid Security of other Bidders will be returned to them upon the award of the Contract to the successful Bidder, except that of the next higher Bidder which shall be returned to him upon the execution of a satisfactory Contract accompanied by the proper bonds by the lowest Bidder, or in case of his default, the surety of the next higher Bidder will be held until he executes a satisfactory Contract accompanied by the proper bonds.

9. WITHDRAWAL OF BID

Any Bid may be withdrawn at any time prior to 8:00 a.m. of the day fixed in the "Notice Inviting Sealed Bids" for the opening of the Bids provided that a request in writing executed by the Bidder or his authorized agent for such withdrawal is filed with the Town of Discovery Bay CSD. The withdrawal of any Bid shall not prejudice the right of a Bidder to file a new Bid prior to the established 2:00 p.m. deadline.

10. RESPONSIBILITY OF BIDDER

a. The Town of Discovery Bay CSD has absolute discretion to determine the lowest responsive, responsible Bidder. The Contract will not be awarded to any Bidder who cannot give satisfactory assurance of their ability to perform the contract if it is awarded to them. Each Bidder may be required to furnish satisfactory evidence that he has sufficient means and facilities and has had ample experience in the type of work contemplated herein to deliver the materials, furnish the equipment and devices and complete the installation in accordance with the specifications and within the time limit guaranteed.

b. In determining whether or not a Bidder is "responsible," the Town of Discovery Bay CSD may appoint a Representative to consider the following factors in relation to the Work to be performed for this Project:

(i). Demonstrated financial strength including, but not limited to, resources available, bonding capacity, and available insurance.

(ii). Demonstrated safety record including, but not limited to, Experience Modification Rate.

(iii). Successful completion of a minimum of 2 dewatering projects of similar scope and size for wastewater treatment plants and successful completion of significant work of similar size in municipal wastewater treatment plants for a period of 5-years. In reviewing this factor, the Town of Discovery Bay CSD may consider elements including, but not limited to, contract amount of completed projects, experience on public works projects for wastewater treatment plants, experience with the equipment and technology to be used in the project, experience implementing prevailing wage certified payroll requirements, timeliness of performance, and, if necessary, evaluation of Bidder's work by previous cities, clients, design professionals, or subcontractors.

(iv). Sufficiency of contract administration and construction management systems including, but not limited to, proposed scheduling tools, proposed subcontract forms, proposed progress payment applications, and proposed certification of payroll documents.

(v). History of claims, litigation, poor performance, late project completions, warranty issues and termination or disqualification from projects.

The Town of Discovery Bay CSD Representative will make its determination of responsibility based upon information submitted by Bidders contained in the "Bidders Statement of Responsibility," included in the Contract Documents and, if necessary, interviews with previous cities, clients, design professionals, or subcontractors with whom the Bidder has worked.

If a Bidder otherwise determined to be the lowest responsive Bidder is determined to be non-responsible by the Town of Discovery Bay CSD Representative, that Bidder will be given notice of each finding by the Town of Discovery Bay CSD Representative, and shall have five (5) working days to present additional relevant evidence to the Town of Discovery Bay CSD Representative. The Town of Discovery Bay CSD Representative shall make a recommendation to the legislative body of the Town of Discovery Bay CSD, which shall make a finding on the issue of non-responsibility as part of the process of Award of Contract.

c. The Contractor shall possess a valid California Class A Contractors License at the time of award of the Contract. Bids will not be accepted from a Contractor who is not licensed in accordance with the laws of the State of California.

11. PROGRESS SCHEDULE – MATERIAL AND EQUIPMENT LISTS

a. The Contractor may be required to submit a progress schedule satisfactory to the Town of Discovery Bay CSD, showing thereof the time he proposes to spend in executing the various major divisions of the work and his proposed sequence or order of operation.

b. The Contractor may be required, either prior to or subsequent to the award of the Contract, to submit a complete statement of the origin, composition and manufacturers of any or all materials to be used in the construction of the work together with such samples thereof as the Town of Discovery Bay CSD may direct.

c. The Contractor may be required to submit for the approval of the Town of Discovery Bay CSD a list of all the equipment and/or devices contemplated to be used on or incorporated in the work.

12. CONTRACT BONDS

The Contractor shall furnish bonds, at his own expense, to the extent required by law or as set forth in the Contract Documents.

13. INSURANCE

The Contractor shall provide, at his own expense, all insurance including, but not limited to, Workers' Compensation, Public Liability and Property Damage, required by law or as set forth in the General Conditions or the Contract.

14. AWARD OF CONTRACT

The right is reserved to reject any or all Bids. The award of the Contract, if it is to be awarded, will be made to the lowest responsible Bidder whose Bid complied with all of the prescribed requirements, and if awarded, after it has been approved by the Town of Discovery Bay CSD Board of Directors.

15. EXECUTION OF CONTRACT

The Contract shall be executed and signed by the Contractor and returned with the prescribed executed bonds within the five- (5) days after receipt by them of the Notice of Award. Failure to return the signed and executed contract with the prescribed executed bonds within the five (5) day limit shall be just cause for the annulment of the award and the forfeiture of that portion of the Bid Security equal to the difference between Contractor's Bid amount and the amount submitted by the second lowest responsible Bidder.

16. SUBCONTRACTOR

Each Bidder must comply with PCC § 4100 and following (Subletting and Subcontracting Fair Practices Act) and must submit with his Bid on the form attached to the Bid Forms, the name and location of the mill, shop or office of each proposed subcontractor who will perform work or labor or render services to the Contractor in excess of one-half percent of the total Bid or, in the case of streets or highways, one-half percent or $10,000, whichever is greater, and shall state the portion of the work which will be done by each subcontractor.

17. COMMENCEMENT OF WORK

The Work shall be commenced within five (5) calendar days after receipt of Notice to Proceed and must be completed within the time allowed after the date specified in the Notice to Proceed, or if no starting date is specified, within the time limit allowed from the date on which work actually started.

18. TAXES

The Bid price set forth in the Bid form shall include all Federal, State and local taxes applicable to the Work or materials furnished and no claims for additional costs of any such tax shall be made.

19. SCHEDULE OF PRICES

The Contractor may be required to submit, upon award of Contract, a breakdown or schedule of unit prices which is satisfactory to the Town of Discovery Bay CSD to be used for monthly estimates.

20. GENERAL WAGE DETERMINATION

Pursuant to the State of California Labor Code 1770-1780, the rate of wages for each craft, classification or type of workman paid under this contract shall be at least that set by the wage scale as determined by the State of California, Director of Industrial Relations. Pursuant to Labor Code 1773.2, a copy of these wage scale determinations is available at the Office of the Town of Discovery Bay CSD, located at 1800 Willow Lake Road, Discovery Bay, CA 94505, for the Contractor's use.

21. DISCREPANCIES IN BIDS

Where there is any discrepancy in the written or numerical quotation of unit bids or the extension of the quantities and unit prices, the products of the written quotation of unit price and the estimated quantity for the item will be the bid considered correct by the Town of Discovery Bay CSD.

22. DELIVERY OF BIDS

Bids must be delivered to the Town of Discovery Bay CSD, 1800 Willow Lake Road, Discovery Bay, CA 94505, up to but not later than 2:00 p.m., Wednesday, February 08, 2012.

23. COMPLIANCE WITH BIDDING PROCESS

The Town of Discovery Bay CSD reserves the right to accept or reject any submitted Bid which fails to comply with any of the requirements as set forth herein

24. AWARD OF CONTRACT

The Town of Discovery Bay CSD may award a contract as the interests of the Town of Discovery Bay CSD may dictate. Contractors will not be reimbursed for the cost of bid preparation.

"NONCOLLUSION AFFIDAVIT"
TO BE EXECUTED BY BIDDER AND SUBMITTED WITH BID

Discovery Bay Dewatering & Solar Dryer #3 Project

State of California
County of San Joaquin

Michael O. DeRousse, being first duly sworn, deposes and says under penalty of perjury under the laws of the State of California, that he or she has the right, power, legal capacity, and authority to execute this Affidavit, as President of Conco-West, Inc. the party making the foregoing Bid, that the Bid is not made in the interest of, or on behalf of, any undisclosed person, partnership, company, association, organization, or corporation; that the Bid is genuine and not collusive or sham; that the Bidder has not directly or indirectly induced or solicited any other bidder to put in a false or sham bid, and has not directly or indirectly colluded, conspired, connived, or agreed with any bidder or anyone else to put in a sham bid, or that anyone shall refrain from bidding; that the Bidder has not in any manner, directly or indirectly, sought by agreement, communication, or conference with anyone to fix the bid price of the Bidder or any other bidder, or to fix any overhead, profit, or cost element of the bid price, or of that of any other bidder, or to secure any advantage against the public body awarding the contract of anyone interested in the proposed contract; that all statements contained in the Bid are true; and, further, that the Bidder has not, directly or indirectly, submitted his or her bid price or any breakdown thereof, or the contents thereof, or divulged information or data relative thereto, or paid, and will not pay, any fee to any corporation, partnership, company association, organization, bid depository, or to any member or agent thereof to effectuate a collusive or sham bid."

IN WITNESS WHEREOF, the undersigned represent and, warrant that they have the right, power, legal capacity, and authority to sign this document on behalf of the Bidder, and have caused this document to be executed by setting thereto their names, titles and signatures at San Joaquin County, in the State of California

BIDDER: _____ 2-8-12
(Signature) Michael O. DeRousse, President (Date)

(Name and Title of Signatories)

Conco-West, Inc.
(Legal Name of Bidder)

322 Wetmore
Manteca, CA 95336
(Address)

CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT

State of California

County of San Joaquin

On January 26, 2012 (Date) before me, Jennifer Loper, Notary Public (Here Insert Name and Title of the Officer),

personally appeared Michael O. DeRousse (Name(s) of Signer(s)),

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

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

WITNESS my hand and official seal.

Signature Jennifer Loper
Signature of Notary Public

Jennifer Loper
COMM. #1826229
NOTARY PUBLIC - CALIFORNIA
SAN JOAQUIN COUNTY
My Commission Expires Jan. 6, 2013

TCB2 TCB2

Place Notary Seal Above

OPTIONAL

Though the information below is not required by law, it may prove valuable to persons relying on the document and could prevent fraudulent removal and reattachment of this form to another document.

Description of Attached Document

Title or Type of Document: NonCollusion Affidavit

Document Date: January 26, 2012 Number of Pages: 1

Signer(s) Other Than Named Above:

Capacity(ies) Claimed by Signer(s)

Signer's Name:
☐ Individual
☐ Corporate Officer — Title(s):
☐ Partner — ☐ Limited ☐ General
☐ Attorney in Fact
☐ Trustee
☐ Guardian or Conservator
☐ Other:

Signer Is Representing:

RIGHT THUMBPRINT OF SIGNER
Top of thumb here

Signer's Name: Michael O. DeRousse
☐ Individual
☒ Corporate Officer — Title(s): President
☐ Partner — ☐ Limited ☐ General
☐ Attorney in Fact
☐ Trustee
☐ Guardian or Conservator
☐ Other:

Signer Is Representing:
Conco-West, Inc.

RIGHT THUMBPRINT OF SIGNER
Top of thumb here

Bid Table
BASE BID

Discovery Bay Dewatering & Solar Dryer #3 Project

Base Bid shall be inclusive of all costs for all items and work indicated or implied on Drawing set "Dewatering Facilities Expansion" volume 2 of 2 contract Drawings and as specified in "Dewatering Facilities Expansion" volume 1 of 2 contract specifications. Basis of award will be the lowest responsible bidder on the **Base Bid**.

Bid Dollar Amount for:

Bid Item #1 – Mobilization & Demobilization	$ 20,000.-
Bid Item #2 – Earthwork	$ 50,000.-
Bid Item #3 – Paving	$ 15,000.-
Bid Item #4 – Concrete Work	$ 70,000.-
Bid Item #5 – Metal Building Cover	$ 50,000.-
Bid Item #6 – Buried Yard Piping & Valves	$ 65,000.-
Bid Item #7 – Exposed Piping, Valves, and Supports	$ 75,000.-
Bid Item #8 – Pumps and Mechanical Equipment	$ 75,000.-
Bid Item #9 – Installation of Owner Supplied Equipment	$ 10,000.-
Bid Item #10 – Electrical	$ 215,000.-
Bid Item #11 – Instrumentation	$ 35,000.-
Bid Item #12 – Supply and Installation of Fiber Optic Cable and Equipment	$ 13,000.-
Bid Item #13 – Allowance for Owner Directed Work Not Part of Contract Work	$ 200,000.00
Bid Item #14 – Miscellaneous Items Not Included Above	$ 6,800.-

Written total dollar amount ~~Eight Hundred Thousand Nine~~ M.O.D. Ninety Nine thousand Eight Hundred Dollars & no/100

Authorized signature of Bidder:

Signature

MIKE O. DEROUSSE

Printed Name

2.8.12

Dated

LIST OF SUBCONTRACTORS

DISCOVERY BAY DEWATERING & SOLAR DRYER #3 PROJECT

In Compliance with the provisions of Sections 4100 to 4113 of the Government Code of the State of California, and any amendments thereof, each Bidder shall set forth below the names and locations of the mill, shop or office of each subcontractor who will perform work or labor or render service to the Contractor on or about the construction of the Work or improvement to be performed under these specifications and the portion of the Work which will be done by each subcontractor.

If the Contractor fails to specify a subcontractor for any portion of the Work to be performed under the contract, he shall be deemed to have agreed to perform such portion himself, and he shall not be permitted to subcontract that portion of the Work except under the conditions hereinafter set forth.

Subletting or subcontracting of any portion of the Work as to which no subcontractor was designated in the original Bid shall only be permitted in cases of public emergency or necessity.

DIVISION OF WORK	SUBCONTRACTOR	LOCATION
REBAR	MISSION CITY REBAR	LIVERMORE, CA
PAINTING	REDWOOD PAINTING	PITTSBURG, CA
ELECTRICAL	BOCKMON & WOODY	STOCKTON, CA
METAL BUILDING	—	—
PAVING	RANSOME PAVING	SAN LEANDRO, CA

FIRM NAME: CONCO. WEST, INC.

BY: [signature]

TITLE: PRESIDENT

BIDDER'S RESPONSIBILITY STATEMENT

Discovery Bay Dewatering & Solar Dryer #3 Project

1. SCOPE OF THIS STATEMENT

In order to allow the Town of Discovery Bay CSD to make a determination of the Bidder's responsibility, the Bidder shall provide the following information as a part of its Bid. The Town of Discovery Bay CSD shall consider the information contained in this Statement as personal and proprietary to the Bidder, and the Town of Discovery Bay CSD shall use the information for the sole purpose of determining the Bidder's responsibility. Unless otherwise compelled by a court order, the Town of Discovery Bay CSD shall not consider this Statement to be a public record; provided, however, that the Bidder shall indemnify, defend, and hold the Town of Discovery Bay CSD harmless from any claim or litigation related to the Town of Discovery Bay CSD's classification of this document as exempt from disclosure under the Public Records Act. If additional pages are required to respond to any of the questions set forth in this Statement, the Bidder shall describe and list the additional pages in Section 8, below.

2. EXPERIENCE

a. Prospective bidders shall demonstrate a minimum of 5 years experience in constructing projects of a similar size for municipal wastewater treatment plants. Bidders shall also demonstrate familiarity with dewatering equipment and shall have installed a minimum of 2 dewatering facilities at wastewater treatment plants.

b. How many years has the Bidder been performing work as a contractor under the present business name for municipal wastewater treatment plants? 30 years

c. If any of the experience listed in this document refers to work performed under a different name, list the different business names and describe the relationship to the present business name on a separate page (list the additional pages in Section 8 below).

3. CURRENT WORK IN PROGRESS

a. How many construction projects, which are currently under construction, is the Bidder under contract to perform?

4

b. What is the total dollar amount of the construction contracts listed in Section 3.a. above?

$ 5,596,635.00

c. List the name of the project and a client contact person, with telephone number, for three current active projects referred to in Section 3.a.

Project Name: SEE ATTACHED

Contract Amount: _____

City/Client Contact: _____

Name and Phone: _____

Project Name: _____

Contract Amount: _____

City/Client Contact: _____

Name and Phone: _____

Project Name: _____

Contract Amount: _____

City/Client Contact: _____

Name and Phone: _____

4. COMPLETED WORK

Provide the requested information set forth below for the: (a.) three most recent projects completed and (b.) three most recent public works projects completed for wastewater treatment plants and (c) two most recent dewatering facilities completed.

a. Three most recent projects completed:

Project Name: SEE ATTACHED

Project Description: _____

_____

Contract Amount: _____

Date Completed: _____

Contact Person: _____

Contact Person's Phone: _____

Project Name: _____

Project Description: _____

_____

Contract Amount: _____

Date Completed: _____

Contact Person: _____

Contact Person's Phone: _____

Project Name: _____

Project Description: _____

_____

Contract Amount: _____

Date Completed: _____

Contact Person: _____

Contact Person's Phone: _____

b. Three most recent public works project (City, State, County) for wastewater treatment plants completed:

Project Name: _____

Project Description: _____

_____

Contract Amount: _____

Date Completed: _____

Contact Person: _____

Contact Person's Phone: _____

Project Name: _____

Project Description: _____

_____

Contract Amount: _____

Date Completed: _____

Contact Person: _____

Contact Person's Phone: _____

Project Name: _____

Project Description: _____

_____

Contract Amount: _____

Date Completed: _____

Contact Person: _____

Contact Person's Phone: _____

c. Two most recent dewatering facility projects (City, State, County) completed for wastewater treatment plants:

Project Name: SEE ATTACHED

Project Description: _____

_____

Contract Amount: _____

Date Completed: _____

Contact Person: _____

Contact Person's Phone: _____

Project Name: _____

Project Description: _____

_____

Contract Amount: _____

Date Completed: _____

Contact Person: _____

Contact Person's Phone: _____

5. CLAIMS HISTORY

a. Has any claim (whether mediated, arbitrated, or litigated) been made against your company in the past five years? No

b. Has your company made any claim (whether mediated, arbitrated, or litigated) against any Public Agency or claim in the past five years? No

c. If you answered "yes" to subsections 5.a. or 5.b. above, describe the claim(s) using the format below: (use additional sheets if necessary).

Project Name: _____

Claim Amount: _____

Other Party Contact: _____

Name and Phone: _____

Describe the claim(s) on a separate sheet (see Section 8, below).

6. CONTRACT TERMINATION

a. Has your company ever been terminated by a City or client, or rejected from bidding on a public works project in the last five- (5) years? No. If yes, provide an explanation below:

Project Name: _____

City/Client Contact
Name and Phone: _____

Date of Termination/Rejection: _____

Explanation: _____

_____

_____

If more than one (1), describe on additional sheet (see Section 8 below).

7. COMPLETION BY SURETY

a. Has your company every failed to satisfactorily complete a construction contract, or has a surety ever completed any portion of a construction contract of your company within the last five (5) years? NO. If yes, provide an explanation below:

Project Name: _____

Surety Contact
Name and Phone: _____

Date of Surety Took Over: _____

Explanation: _____

_____

_____

If more than one (1), describe on additional sheet (see Section 8, below).

8. ADDITIONAL PAGES

The Bidder declares that the pages listed in this Subsection were added and included with these Bid Documents in order to accurately respond to the Bidding Requirements.

SECTION 3 & 4 (4 PAGES) (List Pages)

9. PENALTY OF PERJURY

Bidder hereby declares and certifies under penalty of perjury that the information contained herein is true, correct, and complete.

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

BIDDER: _____ DATE: 2·8·12

(Signature)

MIKE O. DEROUSSE . PRESIDENT

(Name and Title of Signatories)

CONCO. WEST, INC.

(Legal Name of Bidder)

P.O. BOX 1360 MANTECA, CA 95336

(Address)

209-239-2110

(Phone Number)

GENERAL CONDITIONS
FOR

Discovery Bay Dewatering & Solar Dryer #3 Project

1-01 DEFINITIONS

a. The Contract Documents consist of the Contract (also referred to as "Agreement") and the following:
- Notice to Contractors Inviting Sealed Bids
- Instructions For Bidders
- "Non-collusion Affidavit"
- List of Subcontractors
- Bidder's Responsibility Statement
- Bid Table
- Faithful Performance Bond and Labor and Materials Bond
- General Conditions
- Any Published Addenda or Supplements
- Plans and Specifications including any amendments

b. The Owner and the Contractor are those mentioned as such in the Contract. They are treated throughout the complete Contract and the Contract Documents as if each were of the singular number and masculine gender.

c. The term Subcontractor, as employed herein, includes only those having a direct contract with the Contractor and it includes one who furnishes material worked to a special design according to the drawings and specifications of this work, or labor at the site, but does not include one who merely furnishes material not so worked.

d. Where in any of the Contract Documents or in the complete Contract there is any provision in respect to the giving of any notice, such notice shall be deemed to have been given (as to the Owner) when written notice shall have been placed in the United States mail addressed to the Owner at its place of business; (as to the Contractor) when written notice shall be delivered to the chief representative of the Contractor at the site of the Project or by mailing such written notice in the United States mail addressed to the Contractor at the place stated in the papers prepared by him to accompany his bid as the address of his permanent place of business.

e. The term "work" of the Contractor or Subcontractor includes labor or materials or both.

f. All time limits stated in the Contract Documents are of the essence of the Contract.

1-02 EXECUTION, CORRELATION AND INTENT OF DOCUMENT

The Contract Documents are complementary, and what is called for by any one shall be as binding as if called for by all. The intention of the documents is to include in the Contractor's Bid the costs of all labor and materials, equipment and transportation necessary for the proper execution of the work. Materials or work described in words, which so applied, have a well known technical or trade meaning shall be held to refer to such recognized standards.

1-03 DETAIL DRAWINGS AND INSTRUCTION

a. The Engineer, if there is one, shall prepare and file either complete and accurate plans and specifications or a work authorization describing the work to be performed, together with an estimate of the cost thereof, prior to commencement of the work.

b. The Engineer, if there is one, shall furnish with reasonable promptness, additional instructions, by means of drawings or otherwise, necessary for the proper execution of the work. All such drawings and instructions shall be consistent with the Contract Documents, true developments thereof and reasonably inferable therefrom.

c. The work shall be executed in conformity therewith and the Contractor shall do no work without proper drawings and instructions.

1-04 SHOP DRAWINGS

The Contractor shall check and verify all field measurements and submit with such promptness as to cause no delay in his own work or in that of any other Contractor, five (5) copies and one (1) copy in electronic PDF format of all shop or setting drawings and schedules required for the work of the various trades, and the Owner, or the Engineer, if there is one, shall pass upon them with reasonable promptness, making desired corrections, including all necessary corrections relating to artistic effect. The Contractor shall make any corrections required by the Owner, or the Engineer, if there is one, and file with him five (5) corrected copies and one (1) copy in electronic PDF format, and furnish such other copies as may be needed. The approval of such drawings or schedules by the Owner, or the Engineer, if there is one, shall not relieve the Contractor from responsibility for deviations from drawings or specifications, unless he has, in writing, secured approval by the Owner, or the Engineer, if there is one, of such deviations, nor shall it relieve Contractor from responsibility for errors of any sort in shop drawings or schedules.

Shop drawings and submittals shall also comply with the technical specifications for the project.

Contractor agrees that Shop Drawing Submittals processed by the Owner, or the Engineer, if there is one, are not Change Orders; that the purpose of Shop Drawing Submittals by the Contractor is to demonstrate to the Owner, or the Engineer, if there is one, that the Contractor

understands the design concept, that he demonstrates his understanding by indicating which equipment and material he intends to furnish and install and by detailing the fabrication and installation methods he intends to use.

Contractor further agrees that if deviations, discrepancies or conflicts between Shop Drawings and Specifications are discovered either prior to or after Shop Drawing Submittals are processed by the Owner, or the Engineer, if there is one, the design Drawings and Specifications shall control and shall be followed.

a. Unless otherwise stipulated, the Contractor shall provide and pay for all materials, labor, water, tools, equipment, light, power, transportation and other facilities necessary for the execution and completion of the work.

b. Unless otherwise specified, all materials shall be new and both workmanship and materials shall be of good quality. The Contractor shall, if required, furnish satisfactory evidence as to the kind and quality of materials.

c. The Contractor shall employ on the work only workmen skilled in the work assigned to them, and the Owner shall have the right to require the removal from this work of any employee unacceptable to Owner.

1-05 ROYALTIES AND PATENTS

The Contractor shall pay all royalties and license fees. He shall defend all suits or claims for infringement of any patent rights and shall save the Owner harmless from loss on account thereof, except that the Owner shall be responsible for all such loss when a particular process or the product of a particular manufacturer or manufacturers is specified, but if the Contractor has information that the process or article specified is an infringement of a patent he shall be responsible for such loss unless he promptly gives such information to the Owner, or the Engineer, if there is one. The approval of any method of construction, invention, appliance, process, article, device or material of any kind by the Owner, or the Engineer, if there is one, shall only be an approval of its adequacy for the work, and shall not be an approval of the use thereof by the Contractor in violation of any patent or other rights of any third person.

1-06 PERMITS, REGULATIONS AND TAXES

a. Permits and licenses necessary for the execution of the work shall be secured and paid for by the Contractor unless otherwise specified.

b. The Contractor shall give all notices and comply with all laws, ordinances, rules and regulations bearing on the conduct of the work as drawn and specified. If the Contractor observes that the drawings and specifications are at variance therewith he shall promptly notify the Owner, or the Engineer, if there is one, in writing, and any necessary changes shall be adjusted as provided in the contract documents for changes in the work.

The Contractor shall not proceed with the performance of any such work until such changes are agreed upon. If the Contractor performs any work knowing it to be contrary to such laws, ordinances, rules and regulations, without such notice to the Owner, or the Engineer, if there is one, and such adjustments of changes as aforesaid, then the Contractor shall bear all costs arising from or in connection with such work.

c. The Contractor shall pay for all federal, state and local taxes on all materials and labor services furnished by him and all taxes arising out of the operations under this contract.

1-07 PROTECTION OF WORK AND PROPERTY

The Contractor shall continuously maintain adequate protection of all his work from damage and shall protect the Owner's property from injury or loss arising in connection with this Contract. He shall make good any such damage injury or loss, except such as may be directly due to errors in the Contract Documents or caused by agents or employees of the Owner. He shall adequately protect adjacent property as provided by law and the Contract Documents, and shall make good any damage, injury or loss thereto arising in connection with this Contract.

1-08 ACCIDENT PREVENTION

Precaution shall be exercised at all times for the protection of persons (including employees) and property. The safety provisions of applicable laws, building and construction codes shall be observed. Machinery and equipment shall be guarded and all hazards eliminated in accordance with the safety provisions of the Manual of Accident Prevention in Construction, published by the Associated General Contractors of America, to the extent that such provisions are not in contravention of applicable law.

1-09 INSPECTION OF WORK

a. The Engineer, if there is one, and his representatives, and/or the Owner's representatives shall, at all times, have access to the work and the Contractor shall provide proper facilities for such access and for inspection.

b. Re-examination of questioned work may be ordered by the Owner, or the Engineer, if there is one, and, if so ordered, the work must be uncovered by the Contractor. If such work were found in accordance with the Contract Documents, the Owner shall pay the cost of reexamination and replacement. If such work be found not in accordance with the Contract Documents, the Contractor shall pay such costs, unless he shall show that the defect in the work was caused by some other contractor for whose work the Contractor herein is not responsible and, in that event, the Contractor herein shall not be liable for such cost.

c. All work shall be under the direct inspection of the Owner, or the Engineer, if there is one.

1-10 CONTRACTOR'S SUPERINTENDENCE AND SUPERVISION

a. Contractor shall keep on his work, during its progress, a competent superintendent and any necessary assistants, all-satisfactory to the Owner, or the Engineer, if there is one. The Superintendent shall not be changed except with the consent of the Owner, or the Engineer, if there is one, unless the Superintendent proves to be unsatisfactory to the Contractor and ceases to be in his employ, or unless the Superintendent proves to be unsatisfactory to the Owner. The Superintendent shall represent the Contractor in his absences and all directions given to him shall be as binding as if given to the Contractor. Other directions shall be so confirmed on written request in each case.

b. The Contractor shall give efficient supervision to the work, using his best skill and attention. He shall carefully study and compare all drawings, specifications and other instructions and shall at once report to the Owner, or the Engineer, if there is one, any error, inconsistency or omission which he may discover, but he shall not be held responsible for their existence or discovery.

c. The Contractor shall be specifically responsible for the coordination of all work performed under this Contract. Coordination of the work shall be interpreted to include general laying out of the structures, coordination of the layout and work under various sections, scheduling the sequence of operations ensuring cooperation between the trades, and the preparation of erection diagrams and drawings necessary to ensure proper and expeditious completion of all work.

d. Each Subcontractor shall be responsible for the proper laying out of his own work, shall coordinate his layout and work with the work of the other sections, and shall be responsible for any damage which may occur to the work of any other Subcontractor or Contractor because of errors or inaccuracy. Neither the Owner, nor the Engineer, if there is one, nor their representatives, will, in any case, assume the responsibility for laying out the work.

1-11 CHANGES IN THE WORK

a. The Owner, without invalidating the Contract, may order extra work or make changes by altering, adding to, or deducting from the work, the Contract Sum being adjusted accordingly. All such work shall be executed under the conditions of the original Contract except that any claim for extension of time caused thereby shall be adjusted at the time of ordering such change.

b. In giving instructions, the Owner, or the Engineer, if there is one, shall have authority to make minor changes in the work, not involving extra costs, and not inconsistent with the purposes of the building, but otherwise, except in an emergency endangering life or property, no extra work or change shall be made unless in pursuance of a written order signed by the Owner and countersigned by the Engineer, if there is one. No claim for an addition to the contract sum shall be valid except for work ordered in writing.

c. The value of any such extra work or change shall be determined in one of the following ways:

1) By unit prices contained in the original bid.
2) By an acceptable lump sum proposal.
3) On a cost plus limited percentage basis (defined as cost of labor, materials and insurance plus a specified percentage of these items, but not to exceed 15% of the aggregate of the cost of such labor, materials and insurance).

d. If none of the above is agreed upon, the Contractor, provided he receives an order as above, shall proceed with the work. In such case, he shall keep and present a correct account of the cost, together with vouchers, and the Owner, or the Engineer, if there is one, shall thereupon certify the amount due for such work, including a reasonable allowance for overhead and profit.

1-12 CLAIMS FOR EXTRA COST

All claims for extension or extra costs of $375,000 or less which are not resolved by change order shall be resolved in accordance with Public Estimate Code Section 20104 and following, a copy of which is attached to these General Conditions.

1-13 DEDUCTIONS FOR UNCORRECTED WORK

If the Owner, and the Engineer, if there is one, deem it inexpedient to correct work injured or done not in accordance with the Contract, an equitable deduction from the contract price shall be made therefor.

1-14 DELAYS AND EXTENSION OF TIME

a. If the Contractor be delayed at any time in the progress of the work by an act or neglect of the Owner, or the Engineer, if there is one, or of any employee of either, or by any separate Contractor employed by the Owner, or by changes ordered in the work or by strikes, lockouts, fire, unusual delay in transportation, unavoidable casualties or any cause beyond the Contractor's control, or by any cause which the Owner or Engineer shall decide justifies the

delay, then the time of completion shall be extended for such reasonable time as the Owner or Engineer may decide.

b. No such extension shall be made for delay occurring more than seven (7) days before claim therefor is made in writing to the Owner, or to the Engineer, if there is one. In the case of a continuing cause of delay, only one claim is necessary.

c. If no schedule or agreement stating the dates upon which drawings shall be furnished is made, then no request for delay shall be allowed on account of failure to furnish drawings until two weeks after demand for such drawings and not then unless such request be reasonable.

1-15 CORRECTIONS OF WORK BEFORE FINAL PAYMENT

a. The Contractor shall promptly remove from the premises all materials condemned by the Owner, or the Engineer, if there is one, as failing to conform to the Contract, whether incorporated in the work or not, and the Contractor shall promptly replace and re-execute his own work in accordance with the Contract and without expense to the Owner and shall bear the expense of making good work of other contractors destroyed or damaged by such removal or replacement.

b. If the Contractor does not remove such condemned work and materials within a reasonable time, fixed by written notice, the Owner may remove them and may store the material at the expense of the Contractor.

1-16 CORRECTION OF WORK AFTER FINAL PAYMENT

Neither the final certificate nor payment nor any provision in the Contract Documents shall relieve the Contractor of responsibility for faulty materials or workmanship, and, unless otherwise specified, he shall remedy any defects due thereto and pay for any damage to their work resulting therefrom which shall appear within a period of one year from the date of the acceptance by the Owner. The Owner shall give notice of observed defects with reasonable promptness. All questions arising under this article shall be decided by the Engineer, if there is one, subject to the right of either party to obtain judicial review.

1-17 OWNER'S RIGHT TO DO WORK

If the Contractor should neglect to execute the work properly or fail to perform any provisions of the Contract, the Owner, after three days written notice to the Contractor, may without prejudice to any other remedy he may have, make good such deficiencies and may deduct the cost thereof from the payment then or thereafter due the Contractor; provided, however, that the Engineer, if there is one, shall approve both such action and the amount charged the Contractor.

1-18 PAYMENT

a. Not later than the 10th day of each calendar month, the Owner will cause partial payment to be made to the Contractor as provided in the Construction Contract on the basis of a duly certified approved estimate of the work completed as of the 20th day of the preceding calendar month pursuant to this contract. These estimates will be prepared by the Owner, or by the Engineer, if there is one.

b. The Contractor shall pay (1) for all transportation and utility services not later than the 20th day of the calendar month following that in which such services are rendered; (2) for all materials, tools, and other expendable equipment to the extent of 90 per cent of the cost thereof, not later than the 20th day of the calendar month following that in which such material, tools, and equipment are delivered at the site of the project, and the balance of the cost thereof not later than the 30th day following the completion of that part of the work in or on which such materials, tools, and equipment are incorporated or used; and (3) to each of his Subcontractors not later than the 5th day following each payment to the Contractor on account of the work performed by his Subcontractors, to the extent of each such Subcontractor's interest therein.

1-19 OWNER'S RIGHT TO WITHHOLD CERTAIN AMOUNTS AND MAKE APPLICATION THEREOF

a. The Owner may withhold from agreed payments to the Contractor such an amount or amounts as may be necessary to cover:
   1) Payments that may be earned or due for just claims for labor or materials furnished in and about the work;
   2) Defective work not remedied;
   3) Failure of a Contractor to make proper payments to his subcontractors;
   4) Reasonable doubt that the Contract can be completed for the balance then unpaid; and
   5) Evidence of damage to another contractor.

b. In any of the above instances, the Owner shall disburse and shall have the right to act as agent for the Contractor in disbursing such funds as have been withheld pursuant to this paragraph to the party or parties who are entitled to payment therefrom. The Owner will render a proper accounting of all such funds disbursed.

1-20 CONTRACTOR'S INSURANCE

a. The Contractor shall not commence work under this contract until he has obtained all insurance required under this section and such insurance, and companies carrying such insurance, have been approved by the Owner; nor

shall the Contractor allow any Subcontractor to commence work on his subcontract until all similar insurance required to the Subcontractor has been so obtained and approved.

1) Compensation Insurance
The Contractor shall take out and maintain during the life of this Contract, Workers' Compensation insurance for all of his employees employed at the site of the project and, in case any work is sublet, the Contractor shall require the Subcontractor similarly to provide Workers' Compensation insurance for all of the latter's employees unless such employees are covered by the protection afforded by the Contractor. In case any class of employees engaged in hazardous work under this contract at the site of the project is not protected under the Workers' Compensation statute, the Contractor shall provide Employer's Liability Insurance for the protection of his employees not otherwise protected.

2) Public Liability and Property Damage Insurance
The Contractor shall take out and maintain during the life of this Contract such Public Liability and Property Damage insurance in which the Owner, and the Engineer, if there is one, shall be named as additional insured and which shall protect him and any Subcontractor performing work covered by this Contract, from claims for damages for personal injury, including accidental death, as well as claims for property damages, which may arise from operations under this Contract, whether such operations be by himself or by any Subcontractor or by anyone directly or indirectly employed by either of them, and shall include a hold harmless agreement which will indemnify the Owner, and the Engineer, if there is one, for loss or damage howsoever caused by the Contractor in performing the Contract, and the amounts of such insurance shall be as follows:

Public Liability insurance in an amount not less than $1,000,000 for injuries, including accidental death, to any one person, and subject to the same limit for each person, in an amount not less that $1,000,000, on account of one accident, and Property Damage insurance in amount no less than $500,000.

3) Insurance Covering Special Hazards
A rider or riders to the Public Liability and Property Damage insurance policy or policies herein required shall be furnished by the Contractor for special hazards, such as blasting, operation of material hoist, etc.

4) Automobile Insurance
The Contractor shall take out and maintain during the life of his

contract, automobile public liability insurance in amounts not less than $500,000/$1,000,000 and property damage liability insurance in amount not less than $500,000, if any teams or motor vehicles are engaged in operations within the terms of this contract on the site of the work to be performed thereunder, covering the use of all such teams or motor vehicles, unless such coverage is included in the insurance required by sub-section 2) hereof

5) Contingent Insurance
The Contractor shall provide contingent or protective public liability insurance in amounts not less than $1,000,000/$1,000,000, and contingent or protective property damage insurance in amount not less than $500,000 if any work is subcontracted; and this requirement shall be applicable to Subcontractors as well in the event they sublet any of their work.

b. It is understood that the Contractor will submit prior to the execution of the final Contract certificates of insurance evidencing coverage as set forth herein and which shall name the Owner, and the Engineer, if there is one, and their employees as an additional insured under all such policies. Any and all amounts of deductible shall be assumed by the Contractor at his sole risk.

c. Cancellation Clause
All policies must provide for ten- (10) day's cancellation notice in writing to the Owner, and to his Engineer, if there is one, before cancellation becomes effective.

d. The Owner may accept insurance covering a Contractor or Subcontractor in character and amounts less than the standard requirements set forth herein where such standard requirements appear excessive because of the character or extent of the work to be performed by such Contractor or Subcontractor; but such acceptance as to any Contractor or Subcontractor shall not thereby relieve any other Contractor or Subcontractor of meeting the full extent of the requirements herein.

1-21 INDEMNIFICATION OF OWNER AND ENGINEER

Contractor agrees to protect, indemnify, and hold the Owner, and the Engineer, if there is one, harmless from and against any and all liability, loss or expense (including attorney's fees) in connection with any claim, demand, action or cause of action asserted against Owner or Engineer because of any injury to or death, loss or damage, however caused, results from, or is alleged to result from, or is alleged to result from, or occurs in connection with the performance of this Contract whether before or after completion, by Contractor, his agents, employees, or Subcontractors, except where such injury, death, loss, or damage is caused by the sole negligence of Owner or Engineer. As a part of such indemnification, Contractor

agrees, if requested by Owner or Engineer, to assume, without expense to Owner or Engineer, the defense of any such claim, demands, actions or causes of action.

1-22 SURETY BONDS

The Contractor shall furnish bonds covering the faithful performance of the Contract and the payment of all obligations arising thereunder, each in the amount of one hundred percent (100%) of the estimated amount, as stated in the Contract and in such form as the Owner may prescribe and with such sureties as he may approve. The Contractor shall pay the cost of the premium.

1-23 DAMAGES

a. If either party to this Contract should suffer damage in any manner because of any wrongful act or neglect of the other party or of anyone employed by him, then he shall be reimbursed by the other party for such damage.

b. Should the Contractor fail to complete the work included in the Contract within the time limit agreed upon or such extensions thereof as may be granted, a deduction of **Two Hundred Fifty dollars ($ 250) per day** will be made from amounts otherwise due the Contractor for each and every calendar day, or fraction thereof, that the work, or each stated portion, remains incomplete after the date set for its completion.

c. Claims under this clause shall be made in writing to the party liable within a reasonable time after the first observance of such damage and not later than the time of final payment, except as otherwise provided in the Contract Documents in the case of faulty work or materials.

1-24 TRANSFER OF CONTRACT

The Contractor shall not transfer his Contract without the approval of the Owner. No transfer shall, under any circumstances relieve the Contractor of his liabilities and obligations under his Contract. No transfer shall be made until after the Surety has been given due notice of such transfer and has furnished written consent thereto.

1-25 SEPARATE CONTRACTS

The Owner reserves the right to let other contracts in connection with this work. The Contractor shall afford other contractors reasonable opportunity for the introduction and storage of their materials and the execution of their work, and shall properly connect and coordinate his work with theirs.

1-26 SUBCONTRACTORS

a. The Contractor shall submit with the Bid a list of all subcontractors who will perform work in excess of one-half percent of the total bid or, in the case of streets or highways, one-half percent or $10,000, whichever is greater, and the Contractor shall not employ any that the Owner, or Engineer, if there is one, may within a reasonable time object to as incompetent or unfit.

a. The Contractor agrees that he is fully responsible to the Owner for the acts and omissions of his Subcontractors and of persons either directly or indirectly employed by them, as well as for the acts and omissions of persons directly employed by him.

c. Nothing contained in the Contract Documents shall create any contractual relation between any Subcontractor and the Owner.

1-27 ENGINEER'S STATUS

a. . The Engineer, if there is one, shall have general supervision and direction of the work as provided in his Contract with the Owner. He is an agent of the Owner only to the extent provided in the Contract Documents and when in special instances he is authorized by the Owner so to act, and in such instances he shall, upon request, show the Contractor written authority. He has authority to stop the work whenever such stoppage maybe necessary to insure the proper execution of the Contract.

b. As the Engineer, if there is one, is in the first instance, the interpreter of the conditions of the Contract and the judge of its performance he shall side neither with the Owner nor with the Contractor, but shall use his powers under the Contract to enforce its faithful performance by both.

1-28 ENGINEER'S DECISIONS

a. The Engineer, if there is one, shall, within a reasonable time, make decisions on all claims of the Owner or Contractor and on all other matters relating to the execution and progress of the work or the interpretation of the Contract Documents.

b. The decisions of the Engineer, if there is one, in matters relating to artistic effect, shall be final, if within the terms of the Contract Documents.

1-29 DISPUTES

Any disputes, claims or questions arising under the Contract or any documents thereof shall be resolved pursuant to PCC §§ 20104 – 20104.6, attached hereto.

1-30 CALIFORNIA OCCUPATIONAL SAFETY AND HEALTH ACT

Contractor shall adhere to all provisions of the California Occupational Safety and Health Act of 1973 (CALOSHA) as amended.

1-31 TRENCHING REQUIREMENTS

a. If the contract involves digging trenches or other excavations that extend deeper than four feet below the surface, the Contractor shall:

1) Promptly, and before the following conditions are disturbed, notify the Owner, 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 from those indicated.

(c) 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.

b. That the Owner, or Engineer, if there is one, shall promptly investigate the conditions, and if he finds that the conditions do materially so differ, or do involve hazardous waste, and cause a decrease or increase in the 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 herein. In the event that a dispute arises between the Owner and the Contractor 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. The Contractor shall retain any and all rights provided herein which pertain to the resolution of disputes and protests between the contracting parties.

1-32 UTILITY RELOCATION

a. Owner shall assume the responsibility for the timely removal, relocation, or protection of existing main or trunkline utility facilities which may be located

on the project site if either Owner, or Engineer, if there is one, fails to identify the utilities in the plans and specifications made a part of the Notice Inviting Bids, and Owner shall compensate Contractor for the costs of locating, repairing damage not due to the failure of the Contractor to exercise reasonable care, and removing or relocating such utility facilities not indicated in the plans and specifications with reasonable accuracy, and for equipment on the project necessarily idled during such work. If the Contractor while performing the contract discovers utility facilities not identified by the Owner in the Contract plans or specifications, he shall immediately notify Owner, or Engineer, if there is one, in writing.

b. Contractor shall not be assessed liquidated damages for delay in completion of the project, when such delay was caused by the failure of the public agency or the owner of the utility to provide for removal or relocation of such utility facilities.

c. Nothing herein shall be deemed to require Owner to indicate the presence of existing service laterals or appurtenances whenever the presence of such utilities on the site of the construction project can be inferred from the presence of other visible facilities, such as buildings, meter and junction boxes, on or adjacent to the site of the construction; provided, however, nothing herein shall relieve Owner, or Engineer, if there is one, from identifying main or trunklines in the plans and specifications.

1-33 TIME OF COMPLETION

The Contractor shall commence work within five (5) calendar days after receipt of Notice to Proceed and shall complete the Contract work within the time limit specified herein:

Time of Completion: ~~66~~ 125 Working Days

a. Workdays shall be Monday through Fridays and work hours shall be 7:00a.m. to 5:00p.m. Owner must be notified if other work days are to be utilized.

1-34 UNFAIR BUSINESS PRACTICES CLAIMS

In entering into this Contract, Contractor offers and agrees to assign to the Owner 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 SeciS) or under the Cartwright Act (Chapter 2 (commencing with Section 16700) of Part 2 Division 7 of the Business and Professions Code), arising from purchases of goods, services, or materials pursuant to the public works contract or subcontract. This assignment is made and becomes effective at the time the Owner tenders final payment to the Contractor, without further acknowledgment by the parties.

1-35 OWNER'S RIGHT TO TERMINATE, AMEND, OR MODIFY CONTRACT

a. Contractor shall not be responsible for the cost of repairing or restoring damage to the work, which damage is determined to have been proximately caused by an act of God, in excess of 5 percent of the contracted amount, provided, that the work damaged is built in accordance with accepted and applicable building standards and the plans and specifications of the awarding authority. "Acts of God" shall include only the following occurrences or conditions and effects: earthquakes in excess of a magnitude of 3.5 on the Richter Scale and tidal waves.

b. Owner may make changes in the Contract in the course of construction to bring the completed improvements into compliance with environmental requirements or standards established by state and federal statutes and regulations enacted after the Contract has been awarded or entered into. Contractor shall be paid for the changes in accordance with the provisions of the Contract governing payment for changes in the work or, if no provisions are set forth in the Contract, payment shall be as agreed to by the parties.

c. Owner may, by mutual consent of the contracting parties, terminate, amend, or modify the Contract. The compensation payable, if any, for amendments and modifications shall be determined as the parties so agree. The compensation payable, if any, in the event the contract is so terminated shall be determined as the parties so agree or under applicable statutory provision providing for the termination.

d. Owner may, at its discretion, terminate the Contract for environmental considerations, whether or not such considerations were foreseen at the time the parties entered into the Contract.

e. If the Contractor should be adjudged a bankrupt, or if he should make a general assignment for the benefit of his creditors, or if a receiver should be appointed on account of his insolvency, or if he should persistently or repeatedly refuse or should fail, except in cases for which extension of time is provided, to supply enough properly skilled work mentor proper materials, or if he should fail to make prompt payment to subcontractors or for material or labor, or persistently disregard laws, ordinances or the instructions of the Owner, or Engineer, if there is one, or otherwise be guilty of a substantial violation of any provision of the contract, then the Owner may without prejudice to any other right or remedy and after giving the Contractor seven days written notice, terminate the employment of the Contractor and take possession of the premises and of all materials, tools and appliances thereon and finish the work by whatever method he may deem expedient. In such case the Contractor shall not be entitled to receive any further payment until the work is finished. If the unpaid balance of the contract price shall exceed the expense of finishing the

work including compensation for additional managerial and administrative services, such excess shall be paid to the Contractor. If such expense shall exceed such unpaid balance, the Contractor shall pay the difference to the Owner. The expense incurred by the Owner as herein provided, and the damage incurred through the Contractor's default, shall be certified by the Engineer, if there is one.

1-36 CONTRACTOR STAGING OF MATERIALS

a. The Contractor shall be allowed to stage construction materials needed for the project at the immediate job site, providing that such materials do not impose on Public Right of Ways and poses no hazard to the general public. Contractor shall plan for delivery of material to the extent possible that has the least impact to the job site. In the event that a product cannot be stored at the job site and will be used within a short period of time, advance arrangements may be made with the Town of Discovery Bay CSD. The Town of Discovery Bay CSD does not assume any liability for any material or product stored at or near the job site.

1-37 PARKING OF VEHICLES AND EQUIPMENT

a. Due to the limited space available at the job site, construction equipment and vehicles cannot be stored on any Public Right of Way. In the event that a unit of construction equipment needs to remain at or near the job site after normal business hours, arrangement must be made in advance with the Town of Discovery Bay Community Services District (CSD), and the Town of Discovery Bay CSD assumes no liability for such equipment.
b. Parking of company and personal vehicles is limited due to space available at the job site. All local and county traffic and parking ordinances must be followed during the course of construction. If other than normal Legal Street parking is needed during business hours, arrangements must be made in advance with the Town of Discovery Bay CSD.

CERTIFICATION BY CONTRACTOR

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

CONTRACTOR: CONCO-WEST, INC

BY: [signature]

TITLE: PRESIDENT

CONTRACTOR'S LICENSE NUMBER: 353199 A & B

TELEPHONE NUMBER: 209-239-2110

PUBLIC CONTRACT CODE
SECTION 20104-20104.6

20104. (a) (1) This article applies to all public works claims of three hundred seventy-five thousand dollars ($375,000) or less which arise between a contractor and a local agency.

(2) This article shall not apply to any claims resulting from a contract between a contractor and a public agency when the public agency has elected to resolve any disputes pursuant to Article 7.1 (commencing with Section 10240) of Chapter 1 of Part 2.

(b) (1) "Public work" has the same meaning as in Sections 3100 and 3106 of the Civil Code, except that "public work" does not include any work or improvement contracted for by the state or the Regents of the University of California.

(2) "Claim" means a separate demand by the contractor for (A) a time extension, (B) payment of money or damages arising from work done by, or on behalf of, the contractor pursuant to the contract for a public work and payment of which is not otherwise expressly provided for or the claimant is not otherwise entitled to, or (C) an amount the payment of which is disputed by the local agency.

(c) The provisions of this article or a summary thereof shall be set forth in the plans or specifications for any work which may give rise to a claim under this article.

(d) This article applies only to contracts entered into on or after January 1, 1991.

20104. (a) (1) This article applies to all public works claims of three hundred seventy-five thousand dollars ($375,000) or less which arise between a contractor and a local agency.

(2) This article shall not apply to any claims resulting from a contract between a contractor and a public agency when the public agency has elected to resolve any disputes pursuant to Article 7.1 (commencing with Section 10240) of Chapter 1 of Part 2.

(b) (1) "Public work" means "public works contract" as defined in Section 1101 but does not include any work or improvement contracted for by the state or the Regents of the University of California.

(2) "Claim" means a separate demand by the contractor for (A) a time extension, (B) payment of money or damages arising from work done by, or on behalf of, the contractor pursuant to the contract for a public work and payment of which is not otherwise expressly provided for or the claimant is not otherwise entitled to, or (C) an amount the payment of which is disputed by the local agency.

(c) The provisions of this article or a summary thereof shall be set forth in the plans or specifications for any work which may give rise to a claim under this article.

(d) This article applies only to contracts entered into on or after January 1, 1991.

20104.2. For any claim subject to this article, the following requirements apply:

(a) The claim shall be in writing and include the documents necessary to substantiate the claim. Claims must be filed on or before the date of final payment. Nothing in this subdivision is intended to extend the time limit or supersede notice requirements otherwise provided by contract for the filing of claims.

(b) (1) For claims of less than fifty thousand dollars ($50,000),

the local agency shall respond in writing to any written claim within 45 days of receipt of the claim, or may request, in writing, within 30 days of receipt of the claim, any additional documentation supporting the claim or relating to defenses to the claim the local agency may have against the claimant.

(2) If additional information is thereafter required, it shall be requested and provided pursuant to this subdivision, upon mutual agreement of the local agency and the claimant.

(3) The local agency's written response to the claim, as further documented, shall be submitted to the claimant within 15 days after receipt of the further documentation or within a period of time no greater than that taken by the claimant in producing the additional information, whichever is greater.

(c) (1) For claims of over fifty thousand dollars ($50,000) and less than or equal to three hundred seventy-five thousand dollars ($375,000), the local agency shall respond in writing to all written claims within 60 days of receipt of the claim, or may request, in writing, within 30 days of receipt of the claim, any additional documentation supporting the claim or relating to defenses to the claim the local agency may have against the claimant.

(2) If additional information is thereafter required, it shall be requested and provided pursuant to this subdivision, upon mutual agreement of the local agency and the claimant.

(3) The local agency's written response to the claim, as further documented, shall be submitted to the claimant within 30 days after receipt of the further documentation, or within a period of time no greater than that taken by the claimant in producing the additional information or requested documentation, whichever is greater.

(d) If the claimant disputes the local agency's written response, or the local agency fails to respond within the time prescribed, the claimant may so notify the local agency, in writing, either within 15 days of receipt of the local agency's response or within 15 days of the local agency's failure to respond within the time prescribed, respectively, and demand an informal conference to meet and confer for settlement of the issues in dispute. Upon a demand, the local agency shall schedule a meet and confer conference within 30 days for settlement of the dispute.

(e) Following the meet and confer conference, if the claim or any portion remains in dispute, the claimant may file a claim as provided in Chapter 1 (commencing with Section 900) and Chapter 2 (commencing with Section 910) of Part 3 of Division 3.6 of Title 1 of the Government Code. For purposes of those provisions, the running of the period of time within which a claim must be filed shall be tolled from the time the claimant submits his or her written claim pursuant to subdivision (a) until the time that claim is denied as a result of the meet and confer process, including any period of time utilized by the meet and confer process.

(f) This article does not apply to tort claims and nothing in this article is intended nor shall be construed to change the time periods for filing tort claims or actions specified by Chapter 1 (commencing with Section 900) and Chapter 2 (commencing with Section 910) of Part 3 of Division 3.6 of Title 1 of the Government Code.

20104.4. The following procedures are established for all civil actions filed to resolve claims subject to this article:

(a) Within 60 days, but no earlier than 30 days, following the filing or responsive pleadings, the court shall submit the matter to nonbinding mediation unless waived by mutual stipulation of both parties. The mediation process shall provide for the selection within 15 days by both parties of a disinterested third person as mediator, shall be commenced within 30 days of the submittal, and shall be

concluded within 15 days from the commencement of the mediation unless a time requirement is extended upon a good cause showing to the court or by stipulation of both parties. If the parties fail to select a mediator within the 15-day period, any party may petition the court to appoint the mediator.

(b) (1) If the matter remains in dispute, the case shall be submitted to judicial arbitration pursuant to Chapter 2.5 (commencing with Section 1141.10) of Title 3 of Part 3 of the Code of Civil Procedure, notwithstanding Section 1141.11 of that code. The Civil Discovery Act (Title 4 (commencing with Section 2016.010) of Part 4 of the Code of Civil Procedure) shall apply to any proceeding brought under this subdivision consistent with the rules pertaining to judicial arbitration.

(2) Notwithstanding any other provision of law, upon stipulation of the parties, arbitrators appointed for purposes of this article shall be experienced in construction law, and, upon stipulation of the parties, mediators and arbitrators shall be paid necessary and reasonable hourly rates of pay not to exceed their customary rate, and such fees and expenses shall be paid equally by the parties, except in the case of arbitration where the arbitrator, for good cause, determines a different division. In no event shall these fees or expenses be paid by state or county funds.

(3) In addition to Chapter 2.5 (commencing with Section 1141.10) of Title 3 of Part 3 of the Code of Civil Procedure, any party who after receiving an arbitration award requests a trial de novo but does not obtain a more favorable judgment shall, in addition to payment of costs and fees under that chapter, pay the attorney's fees of the other party arising out of the trial de novo.

(c) The court may, upon request by any party, order any witnesses to participate in the mediation or arbitration process.

20104.6. (a) No local agency shall fail to pay money as to any portion of a claim which is undisputed except as otherwise provided in the contract.

(b) In any suit filed under Section 20104.4, the local agency shall pay interest at the legal rate on any arbitration award or judgment. The interest shall begin to accrue on the date the suit is filed in a court of law.

TO

PLANS, SPECIFICATIONS

AND

CONTRACT DOCUMENTS

FOR

DISCOVERY BAY
SEWAGE TREATMENT PLANT

DEWATERING FACILITIES EXPANSION
&
SOLAR DRYER NO.3 SLAB

Prepared For:
Discovery Bay Community Services District

January 2012

This Addendum No. 1 shall become a part of the Contract and all provisions of the Contract shall apply thereto.

Bidder shall acknowledge receipt of addenda number on the Acknowledgement page of the BID DOCUMENTS.

GENERAL

The following table includes questions that have been asked by prospective bidders on the project. The responses to these questions shall become part of the contract documents as part of this addendum.

Response to Bid Questions

Town of Discovery Bay CSD Dewatering Facilities Expansion
for Addenda No.1

Item No.	Spec Section	Drawing Reference	Question	Response
	0		The 66 WD does not appear to be enough time to complete this project. For the metal building cover at the Dewatering equipment, including submittals, procurement, and erection, it will likely require a minimum of 65 wd not counting the foundation. I also don't think the equipment could be procured in the necessary time based on recent deliveries from Flygt and JWC.	The Contract time is being adjusted per this addenda.
	0		It would be helpful to have a bid item summary or description of bid items to clarify what work should be included in each bid item.	See Modifications to the Specifications in this Addenda.
	0		Possibly should add a bid item for CL II A.B per ton installed for any material required to be added due to removal of more Peat than shown???	No change is anticipated.
		M-3	DWG M-3 Valve tag 26-vlv-25, 26-vlv-24 appear to be drawn as being replaced even though the note says just add the motor operator. May want to show the valve as light grey line and the motor operator as dark line.	See Modifications to Drawing in this Addenda.
	15052 / 15625		8" WAS for example shows in the pipe schedule that all fittings are to be PVC, however specification section 15265 calls for DIP fittings. Please clarify if Dip fittings are acceptable. Please also clarify if the DIP fittings need to be epoxy lined and coated.	See Modifications to the Specifications in this Addenda.
		C-3	Sheet C-3 the 3" PW is shown extending to the solar dryer slab to the North of the dewatering building, but sheet M1 does not appear to show the extension North.	See Modifications to Drawing in this Addenda.
		M-1	Is there a cleanout required at the northwest end of the 6" WAS pipe on Drawing M-1. If so, is there a Typical Detail for the cleanouts.	See Modifications to Drawing in this Addenda.

Response to Bid Questions

Town of Discovery Bay CSD Dewatering Facilities Expansion
for Addenda No.1

Item No.	Spec Section	Drawing Reference	Question	Response
		S-2 (Solar Dryer No.3)	On Details 1 and 2, if no waterstop is required at the Wall and Slab Joint (Typical Detail S042) is the starter wall required.	The waterstop is not required per the callout, but the starter wall is required per Typical Detail S042. In addition, waterstop is required in the construction joints in the slab per this addenda.
			Is there grading information available as well as geotechnical information for the project to determine excavation and overexcavation (peat removal) requirements.	The soils reports will be made available at the same time as this Addenda. Excavation Quantities should be based on the sections added to Drawing C-2 of the Solar Dryer Slab No.3 Drawings. Overexcavation is required for peat removal over a portion of the new pad area and solar dryer slab. For estimating purposes, the overexcavation quantities for peat removal and the resulting select backfill for the peat overexcavation shall be based on an average peat depth of 1.5 feet over the entire pad area as shown on the sections. Actual limits of peat overexcavation and the suitability of the on-site select fill will be determined by the Geotechnical Engineer hired by the Owner.
	0		The documents reference a soils report but none has been provided. Is this information available or will it be provided?	The soils reports will be made available at the same time as this Addenda.
			Will dewatering be required? What elevation is the water? Where do we dispose of the water?	Dewatering Requirements are unknown and remain the Contractor's responsibility. If dewatering is required, the water can be discharged to the existing Sludge Lagoon No.2.
			Please provide elevation of original ground so we can determine earth work quantities.	See answer above.
			Please provide a copy of your SWPPP.	The Contractor will be responsible for the SWPPP for this project per Specification Section 01110.
		3M-5 & 6	Specification 1450 indicates that inspection and testing are provided by the Owner. Section 2300 confirms soils are tested are paid by the Owner but 3300 indicates testing is provided by the contractor. Please confirm what testing is to be provide by the Contractor.	The Owner will pay for the soil and concrete testing. The Contractor will be responsible for coordination with the testing company.

Response to Bid Questions

Town of Discovery Bay CSD Dewatering Facilities Expansion
for Addenda No.1

Item No.	Spec Section	Drawing Reference	Question	Response
		E-2	66 Working days is not enough time to submit, procure, construct, test and start up this project. As one example; Section 3300 requires that the Contractor to submit a concrete mix design for approval then perform and get approval of a trial batch and shrinkage tests prior to pouring any concrete. This process will require no less than 42 of the 66 working days, thus it will not leave any time for the Contractors to build this job. Is the intent to issue the NTP at a mutually agreed time after submittals are approved? Please add at least 60 working days to the contact time.	The Contract time is being adjusted per this addenda. Existing mix designs with recent history are routinely submitted per Specification Section 03300 2.04.2 to expedite concrete approval. All other requirements of the Specification Section must still be met (including recent aggregate tests), but this has not historically been a problem.
			Specification Section 13447, 3.01, B2 indicates existing valve 26-VLV-25 is a 6" 3-way Plug Valve. Sheet M-3 Details F & G of the drawings shows a 6" 2-way Plug Balve. Which is correct.	Valve is 2-way. See Modifications to Drawings and Specifications in this Addenda.
			On detail G & H on sheet M-3 there is a symbol indicating an ARV on top of the new piping at The RAS pump station, however the detail calls out M184 which is a pressure gauge detail. Should this be detail P314?	The callout should be for SARV's. See Modifications to Drawing in this Addenda.
			Specification Section 03300, 2.04 A, requires us to conduct concrete trial batch testing which could take over 30 days to complete and have a major impact on the schedule.. Due to the short contract time would you accept submitted historical testing data from our ready mix supplier?	See answer above.
			Please provide the make and model numbers of the two existing Plug Valves, 26-VLV-24 and 26-VLV-25, for the new motor operators.	See Modifications to Drawings and Specifications in this Addenda.

Response to Bid Questions

Town of Discovery Bay CSD Dewatering Facilities Expansion
for Addenda No.1

Item No.	Spec Section	Drawing Reference	Question	Response
			If Bid Alternate #1 is awarded could the time of completion be extended for just the alternate? Completion time for this item could be a problem with any inclement weather.	The Contract time is being adjusted per this addenda.
			I could not locate in the specifications the number of days allotted between bid opening and award. Please provide that information.	There is not an exact number of days between the bid opening and the award since the bids need to be reviewed & approved by the Owner, and ultimately approved by the Districts Board.

1. Drawing references refer to the Dewatering Facility Expansion Drawings unless specifically noted as Solar Dryer No.3 Drawings.

SPECIFICATIONS (VOLUME 1)

BID PACKAGE – GENERAL CONDITIONS

1. Page 13, Section 1-31, Modify the Section Title to read:

   "1-31 TRENCHING REQUIREMENTS"

2. Page 14, Section 1-33, Modify the second sentence to read:

   "Time of Completion: 125 Working Days"

SECTION 01110 SUMMARY OF WORK

1. Section 01110-1.02.C, Modify the sentence as follows:

   "Secure and pay for all permits including OSHA excavation permits, SWPPP plan, Department of Transportation permits, government fees and licenses."

SECTION 01330 SUBMITTAL PROCEDURES

1. Section 01330-1.04.D, Modify item D to read as follows:

   "D. Shop Drawings: Submit electronically as a PDF file. Reviewer's transmittal, comments, including any applicable markups, and a stamped cover sheet will also be returned electronically as a PDF file."

2. Section 01330-1.04.E, Modify item E to read as follows:

   "E. Product Data and Manufacturer's Instructions: Submit electronically as a PDF file meeting the following requirements.

   1. Excise or cross out non-applicable information and clearly mark applicable information, including model and option information, with citations to and terminology consistent with Contract Documents, prior to scanning documents.
   2. Scanned files with PDF annotations will not be acceptable.
   3. Scanned documents shall be clear enough and of high enough resolution to allow photo/image information and grayscale information, including manufacturer's grayscale tables, to be clearly legible both electronically and when printed.

Scanned documents not meeting these requirements will be returned as rejected without review.

Reviewer's transmittal, comments, including any applicable markups, and a stamped cover sheet will also be returned electronically as a PDF file."

SECTION 03300 CAST IN PLACE CONCRETE

1. Section 03300-1.05.F., Add the following item:

   "3. Trial batch results may not be required if adequate, recent test results for the mix design are submitted, meeting all of the requirements of this Specification Section, including the requirements of Section 03300-2.04."

2. Section 03300-1.08, Add the following item:

   "B. Schedule placing of concrete such that new concrete pours shall not be poured against existing concrete until the existing concrete is a minimum of 14 days old.

3. Section 03300-3.01.B.8., Add the following item:

   "c. Expanded metal forms intended to be left in place shall not be used for construction joints.

SECTION 13447 MOTORIZED OPERATORS

1. Section 13447-3.01.B.1, Modify the item to read:

   "26-VLV-24: 6" Plug Valve. New operator on new valve. Maximum Service Pressure ..."

2. Section 13447-3.01.B.2, Modify the item to read:

   "26-VLV-25: 6" Plug Valve. New operator on new valve. Maximum Service Pressure ..."

SECTION 15052 BASIC PIPING MATERIALS AND METHODS, PIPING SCHEDULE

1. Section 15052-3.07 PIPING SCHEDULE, Replace the PIPING SCHEDULE with the attached PIPING SCHEDULE:

SECTION 15265 PLASTIC PIPING AND TUBING

1. Section 15265-2.03.A.2, Modify the first sentence to read:

   "... as specified under Section 15251, unless indicated differently in the Section 15052 - PIPING SCHEDULE, sized for the dimensions of the pipe being used."

DEWATERING FACILITIES EXPANSION DRAWINGS (VOLUME 2)

DRAWING T-3

1. Add the attached Typical Detail P004.

DRAWING T-4

1. Add the attached Typical Detail P564.

DRAWING C-2

1. Replace Drawing C-2 with the attached Drawing C-2-A1.

DRAWING M-1

1. PLAN A: Change the 90 Degree Ell on the North East corner of the 3" PW line to a 3" Tee and extend the 3" PW to the North off the Plan View.

2. PLAN A: Add the following callout to the cleanout shown on the North West end of the 6" WAS/DS line:

   "6" Cleanout per Typical Detail P004"

DRAWING M-2

1. NOTES: Add the following Sentence to Note 3:

   "PROVIDE SEISMIC BRACING FOR ALL SUSPENDED PIPING BACK TO DOUBLE STRUT EVERY 10' MAX SIMILAR TO TYPICAL DETAIL P564."

2. NOTES: Modify Note 7 to read:

   "PROVIDE BASE ELL PER TYPICAL DETAIL P522 AT BASE AND FLANGE 1' ABOVE ELBOW TO ALLOW REMOVAL OF BASE ELL FOR PUMP MAINTENANCE.

3. NOTES: Add the following Note:

   "10. TEE AND COMMON HEADER WITH TWO 4" BV SUPPLIED BY EQUIPMENT MANUFACTURER. SUSPENDED PIPING ABOVE COMMON HEADER BY CONTRACTOR."

4. SECTION B: Modify the callout on the 4" WAS/DS line above the Belt Press reading "4" BV (TYP)" to read:

   "NOTE 10"

5. SECTION B: Modify the callout on the 10" D line under the slab reading "IE 83.81 @ HP" to read:

   "IE 83.81 @ HP. PROVIDE 10" WYE AT EACH BELT PRESS DRAIN (TYP 4)"

DRAWING M-3

1. NOTES: Modify Notes 1 and 2 to read:

   "1. RELOCATE TWO EXISTING MANUAL 6" PLUG VALVES FROM 26-VLV-25 & 26-VLV-26 LOCATIONS TO 26-VLV-14 & 26-VLV-15 LOCATIONS. INSTALL NEW MOTOR OPERATED 6" PLUG VALVES IN 26-VLV-24 & 26-VLV-25 LOCATIONS.

   2. INSTALL RELOCATED EXISTING MANUAL 6" PLUG VALVES IN 26-VLV-14 & 26-VLV-15 LOCATIONS."

DRAWING E-2

1. NOTES: Delete Notes 2 and 4.

2. PLAN A: Delete the new conduit shown from PB17 to the Operation Building, and the associated callout reading "NOTE 4".

DRAWING E-5

1. DUCTBANK SECTION 1-N: Add Circuit S110 to Conduit No. 3.

2. DUCTBANK SECTION 2-N: Add Circuit S110 to Conduit No. 1.

3. DUCTBANK SECTION 3-N: Add Circuit S110 to Conduit No. 6.

4. DUCTBANK SECTION 8-N: Add Circuit S110 to Conduit No. 3.

DRAWING E-11

1. INSTRUMENTATION BLOCK DIAGRAM: Replace the Instrumentation BLOCK DIAGRAM for Valves 26-VLV-24 & 26-VLV-25 with the attached Sketch SK-E-11-A1.

DRAWING E-12

1. Replace Drawing E-12 with the attached Drawing E-12-A1.

DRAWING N-1

1. SYMBOLS abbreviation list: Change the linetype for the Electrical Signal from a solid line to a dashed line.

DRAWING N-2

1. PLANT 1 – INFLUENT PUMPS PLC: Delete Note 2 reading "RUN SHIELDED MOD ..."

2. PLANT 1 – OPERATIONS BUILDING PLC: Delete photo and associated Notes 1 and 2.

DRAWING N-6

1. DEWATERING FACILITY (PLANT 2) P&ID: Add an existing electrical signal line from the existing Grinder LCP to the existing Belt Press LCP.

2. DEWATERING FACILITY (PLANT 2) P&ID: Add a new electrical signal line from the new Grinder LCP to the new Belt Press LCP.

3. DEWATERING FACILITY (PLANT 2) P&ID: Add new software or data link lines from both Belt Press LCP's to the PLANT 2 SOLIDS HANDLING PLC-DEW, and then on to the PLANT 2 MAIN PLC CABINET NETWORK SWITCH.

SOLAR DRYER NO.3 SLAB DRAWINGS (VOLUME 2)

DRAWING C-1

1. Replace Drawing C-1 with the attached Drawing C-1-A1.

DRAWING C-2

1. Replace Drawing C-2 with the attached Drawing C-2-A1.

DRAWING S-1

1. NOTES: Add the following note:

   "4. CONCRETE STRUCTURE WILL BE USED AS FOUNDATION FOR FUTURE SLUDGE DRYING BUILIDING SIMILAR TO THE EXISTING TWO SLUDGE DRYING BUILDINGS. CONCRETE CONSTRUCTION SHALL MAINTAIN STRICT TOLERANCES ON ALIGNMENT, GRADE AND DIMENSIONS TO ACCOMPDATE FUTURE STRUCTURE. IN ADDITION, THE CLEARANCE FROM THE ROBOTIC SLUDGE MOLE TINES TO THE FLOOR SLAB IS 1/8". THE CONCRETE FLOOR SHALL BE FLAN AND FREE OF ANY VARIANCES WHICH CAUSE THE MOLE TINES TO STRIKE THE FLOOR. THIS WILL REQUIRE THE HIGHEST LEVEL OF CARE IN CONSTRUCTING THE STRUCTURE. IMPORPER TOLERANCES OR POOR CONSTRUCTION WILL REQUIRE REMOVAL AND REPLACEMENT BY THE CONTRACTOR."

2. PLAN A: Replace the note on the Typical Detail S010 callout reading "(TYP)" with the following note.

   "WITH WATERSTOP (TYP)"

DRAWING S-2

1. Detail 1: Delete the waterstop shown in the starter wall.

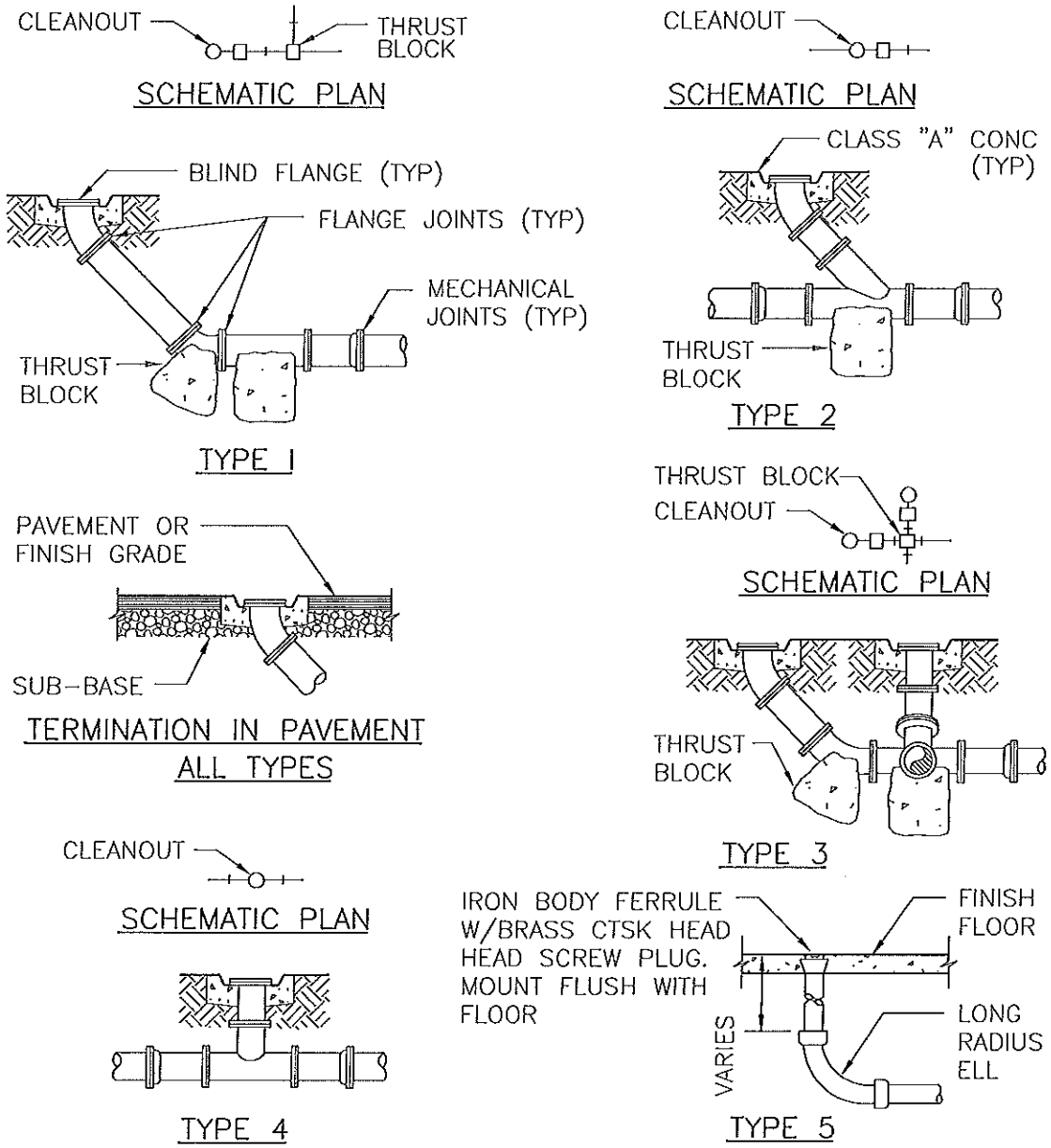
2. Detail 2: Delete the waterstop shown in the starter wall:

(THE REST OF THIS PAGE LEFT INTENTIONALLY BLANK)

PIPING SCHEDULE

Process Abbrev.	Service	Nominal Diameter (inches)	Materials	Joints/ Fittings	Test Pressure/ Method	Lining	Coating	Comments
D	Drain	4-6	Schedule 80 PVC	Solvent Weld	30 feet/LH	None	None	
		8-10	Blue-Brute PVC AWWA C900 SDR<= 18	B&SP PVC Fittings	30 feet/LH	None	None	
DS	Digested Sludge							
	Underground	6-8	Blue-Brute PVC AWWA C900 SDR<= 18	B&SP PVC Fittings (Note 4)	50 psig/HH	None	None	
	Exposed/Aboveground	4-8	CI 53 DIP	FLG, GE	50 psig/HH	CM	EPP	
DSL	Dewatered Sludge	4-8	Schedule 40 BSP	FLG, WLD	50 psig/HH	None	EPP	
IA	Instrument Air	0.5-1	Schedule 40 GSP	SCRD	100 PSIG/HH	None	None	
PD	Pumped Drain	4-8	CI 53 DIP	FLG, GE	50 psig/HH	CM	EPP	
PW	Plant Water	2-6	Schedule 80 PVC	Solvent Weld	30 feet/LH	None	EPP	
SD	Storm Drain	14	Blue-Brute PVC AWWA C900 SDR<= 18	B&SP PVC Fittings (Note 4)	30 feet/LH	None	None	
WAS	Waste Activated Sludge							
	Underground	6-8	Blue-Brute PVC AWWA C900 SDR<= 18	B&SP PVC Fittings	50 psig/HH	None	None	
	Exposed/Aboveground	4-8	CI 53 DIP	FLG, GE	50 psig/HH	CM	EPP	

Notes:
1. All exposed piping shall be painted and/or coated in accordance with Section 09960.
2. All buried piping under concrete slabs and/or structures shall be concrete encased per typical detail P040, unless indicated in writing otherwise.
3. All Piping shall be restrained per Section 15052 – Article 1.04 B.2.
4. All PVC fittings shall be molded, full-pressure rated PVC B&SP fittings. Tees and crosses shall be lined and coated DIP fittings per Specification Section 15251 and shall be installed with sacrificial anodes at each fitting.

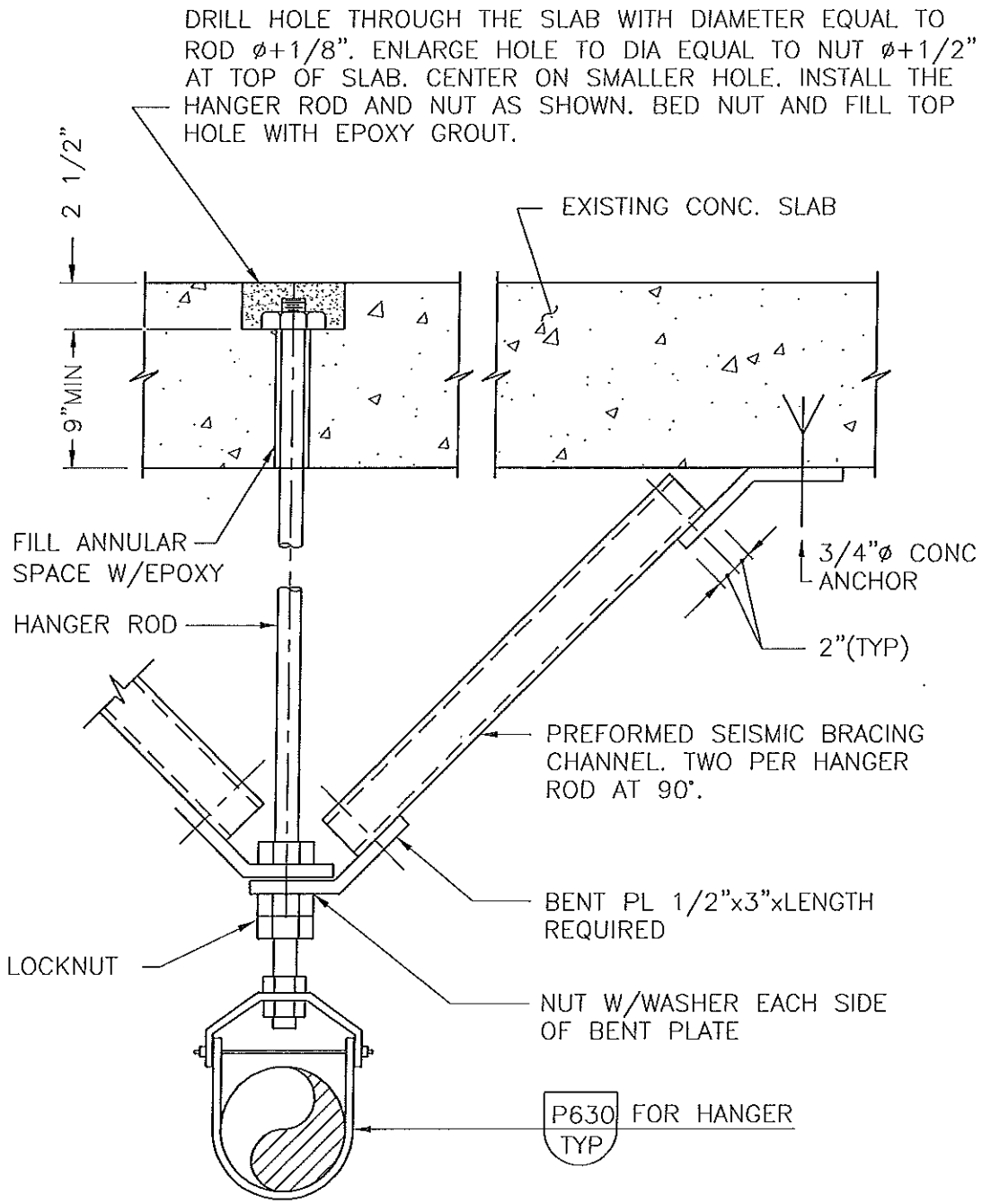


NOTES:

1. ALL THRUST BLOCKS SHALL BE PLACED PER TYPICAL DETAIL P102.
2. CONCRETE RING SHALL BE PLACED AFTER PAVEMENT PLACEMENT.
3. ALL FLANGES CAST IN CONCRETE SHALL BE TAPPED TO ALLOW THE INSTALLATION OF BLIND FLANGES WITH CAP SCREWS.
4. CLEANOUT PIPE SHALL BE SAME SIZE AS LINE PIPE.
5. CONCRETE RING SHALL BE FLANGE OD + 8". MINIMUM RING THICKNESS SHALL BE 4".
6. FOR CLEANOUTS IN YARD AREA, POUR 12" SQUARE CONC PAD 4" THICK.

P004 CLEANOUTS

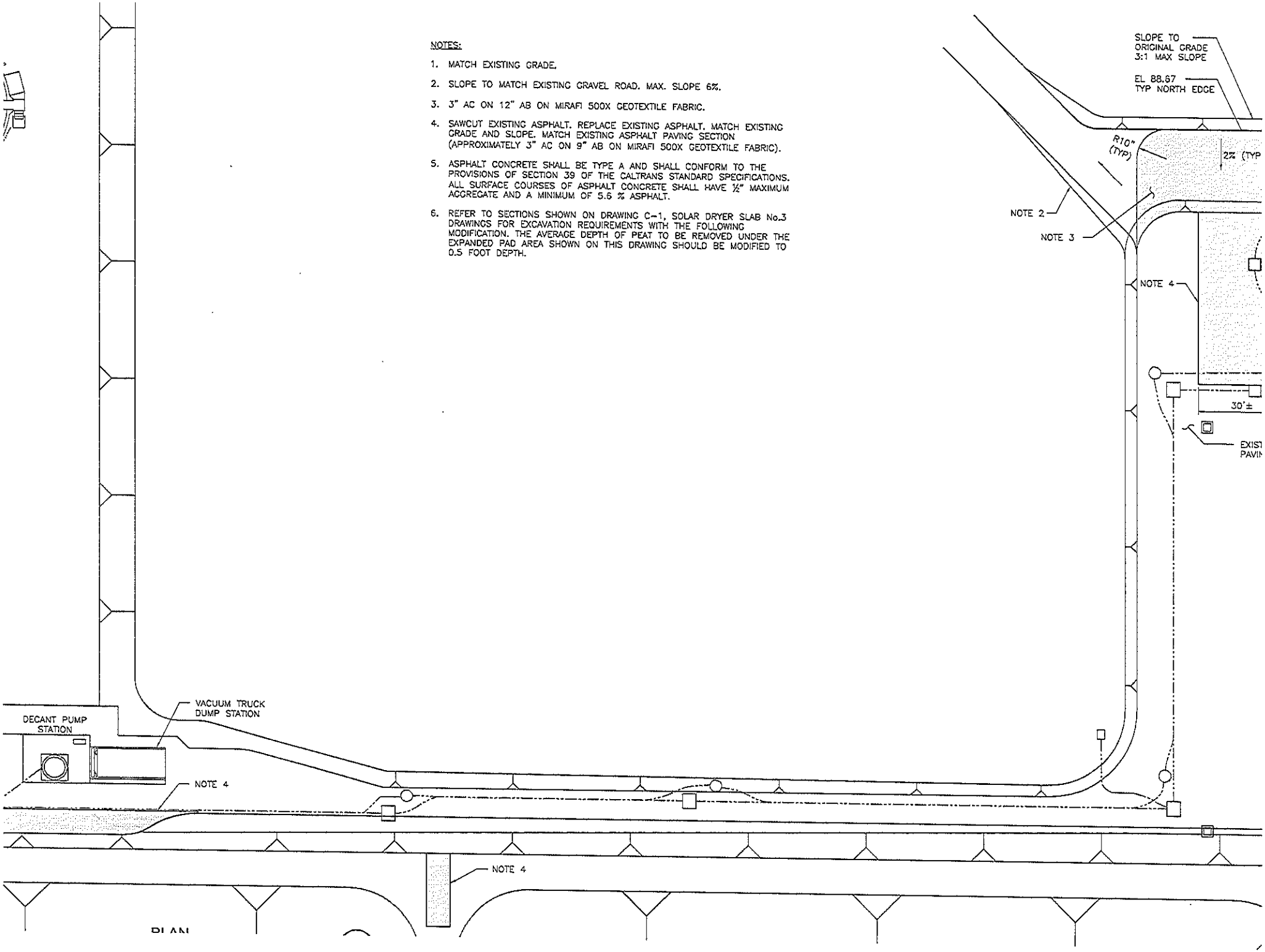
TYP

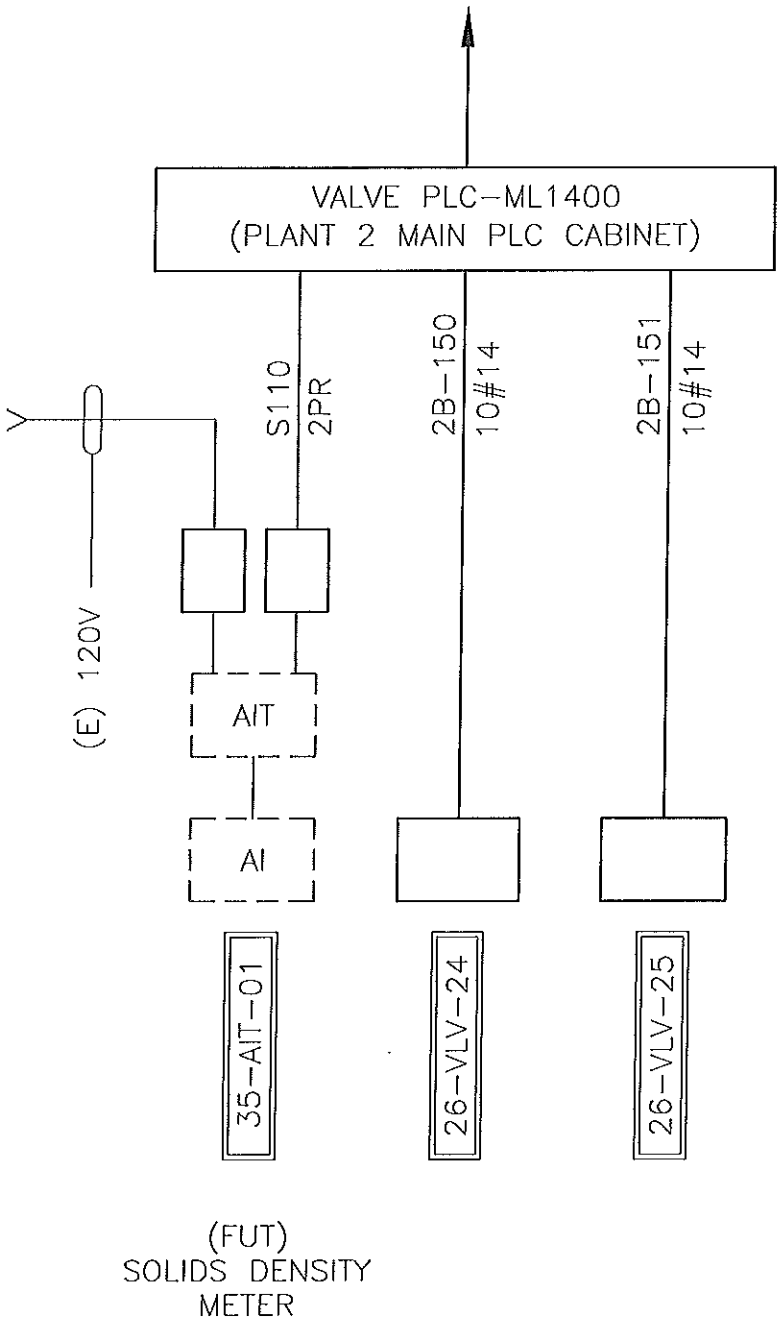


P564 TYP PIPE HANGER WITH SEISMIC BRACE IN EXISTING CONCRETE SLAB

NOTES:

1. MATCH EXISTING GRADE.
2. SLOPE TO MATCH EXISTING GRAVEL ROAD. MAX. SLOPE 6%.
3. 3" AC ON 12" AB ON MIRAFI 500X GEOTEXTILE FABRIC.
4. SAWCUT EXISTING ASPHALT. REPLACE EXISTING ASPHALT. MATCH EXISTING GRADE AND SLOPE. MATCH EXISTING ASPHALT PAVING SECTION (APPROXIMATELY 3" AC ON 9" AB ON MIRAFI 500X GEOTEXTILE FABRIC).
5. ASPHALT CONCRETE SHALL BE TYPE A AND SHALL CONFORM TO THE PROVISIONS OF SECTION 39 OF THE CALTRANS STANDARD SPECIFICATIONS. ALL SURFACE COURSES OF ASPHALT CONCRETE SHALL HAVE ½" MAXIMUM AGGREGATE AND A MINIMUM OF 5.6 % ASPHALT.
6. REFER TO SECTIONS SHOWN ON DRAWING C-1, SOLAR DRYER SLAB No.3 DRAWINGS FOR EXCAVATION REQUIREMENTS WITH THE FOLLOWING MODIFICATION. THE AVERAGE DEPTH OF PEAT TO BE REMOVED UNDER THE EXPANDED PAD AREA SHOWN ON THIS DRAWING SHOULD BE MODIFIED TO 0.5 FOOT DEPTH.

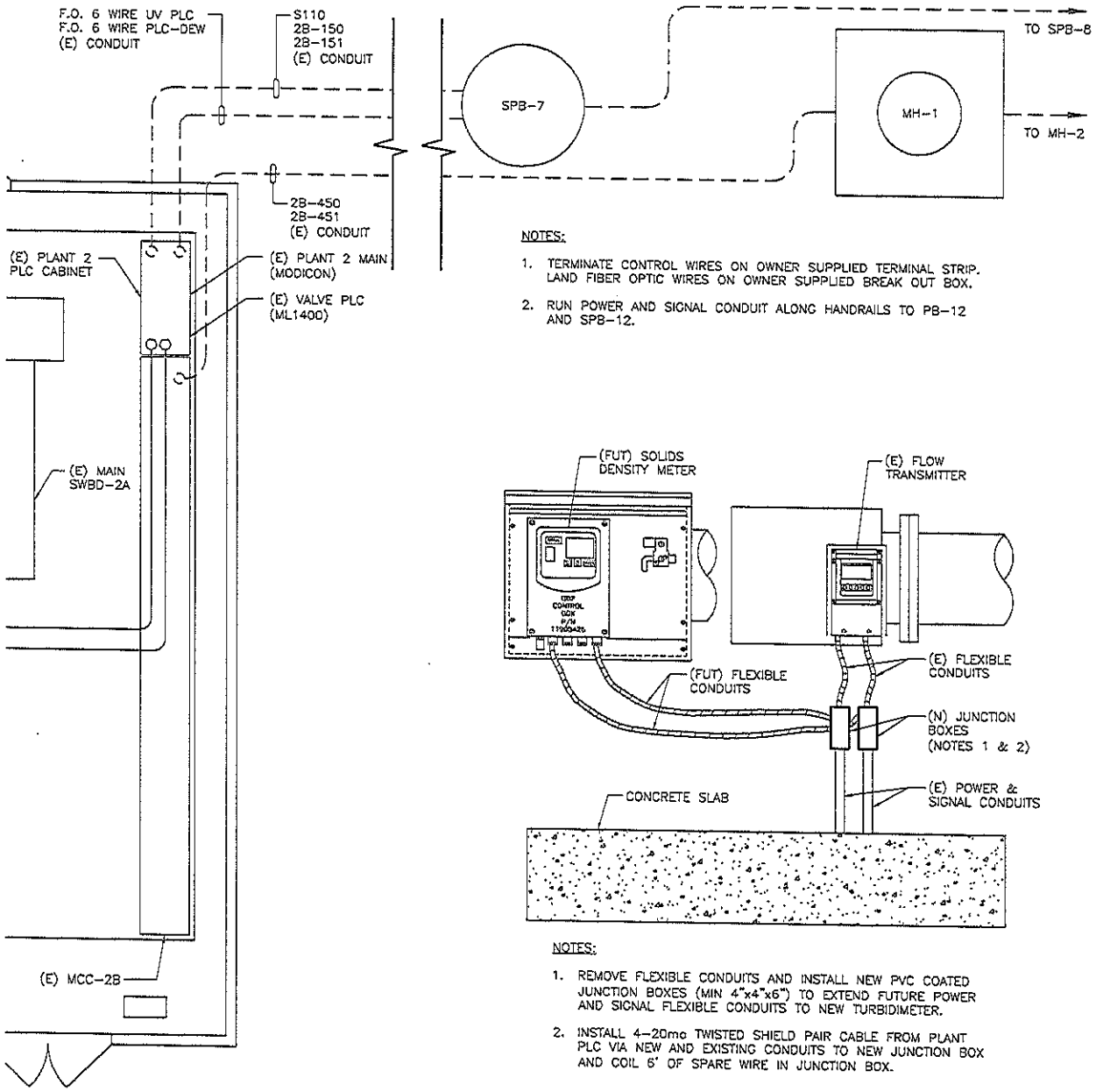




INSTRUMENTATION BLOCK DIAGRAM

SCALE: NTS

SKETCH SK-E-11-A1



NOTES:

1. TERMINATE CONTROL WIRES ON OWNER SUPPLIED TERMINAL STRIP. LAND FIBER OPTIC WIRES ON OWNER SUPPLIED BREAK OUT BOX.
2. RUN POWER AND SIGNAL CONDUIT ALONG HANDRAILS TO PB-12 AND SPB-12.

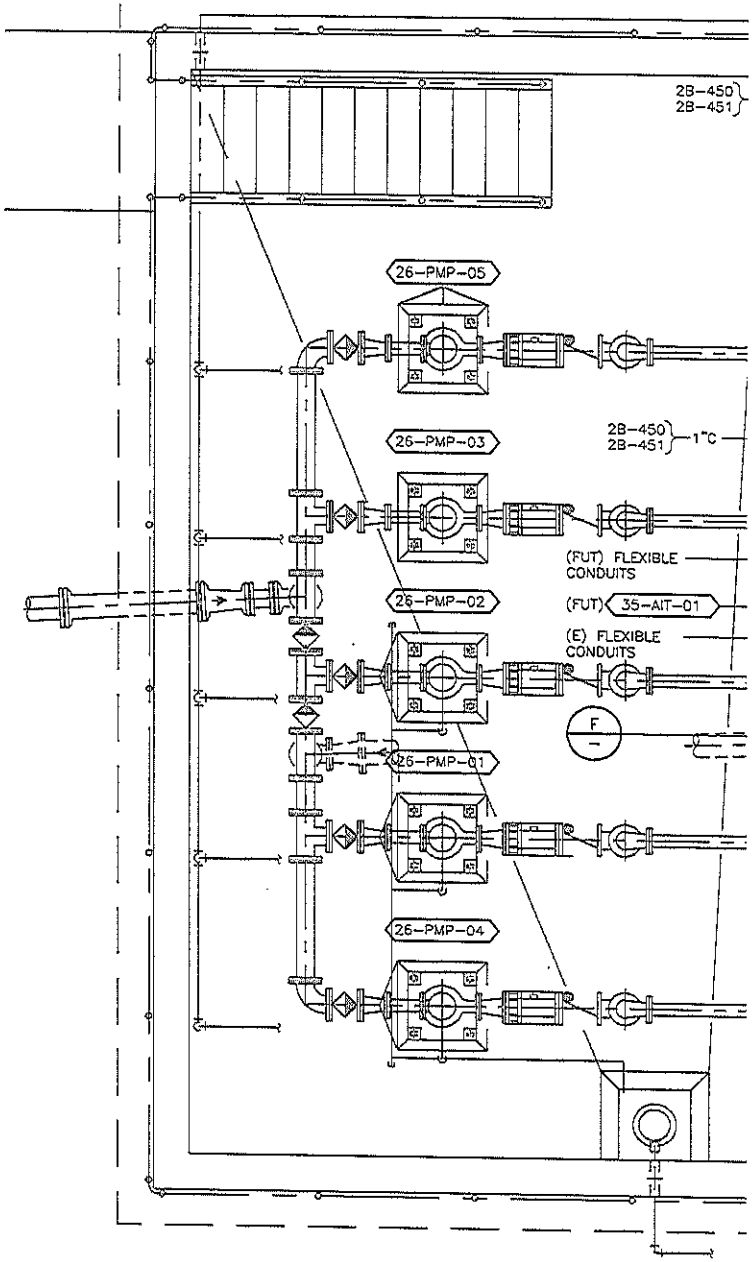
NOTES:

1. REMOVE FLEXIBLE CONDUITS AND INSTALL NEW PVC COATED JUNCTION BOXES (MIN 4"x4"x6") TO EXTEND FUTURE POWER AND SIGNAL FLEXIBLE CONDUITS TO NEW TURBIDIMETER.
2. INSTALL 4-20mc TWISTED SHIELD PAIR CABLE FROM PLANT PLC VIA NEW AND EXISTING CONDUITS TO NEW JUNCTION BOX AND COIL 6' OF SPARE WIRE IN JUNCTION BOX.

BUILDING (PLANT 2) C/E-4

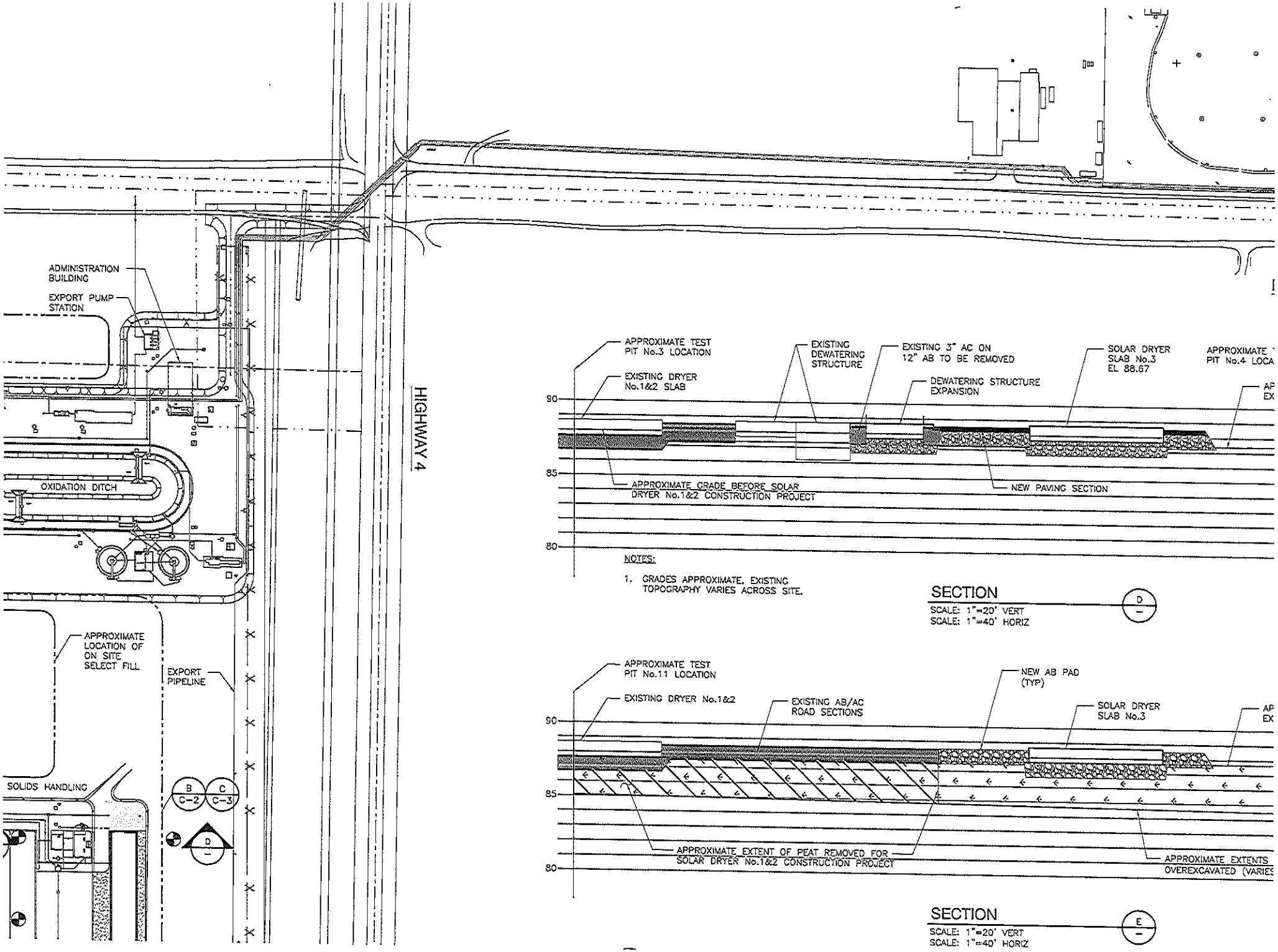
DETAIL - NEW SOLIDS DENSITY METER (PLANT 2) F/–

SCALE: NTS



(E) PLAN - RAS PUMP STATION No.3 (PLA

SCALE: 3/8"=1'-0"

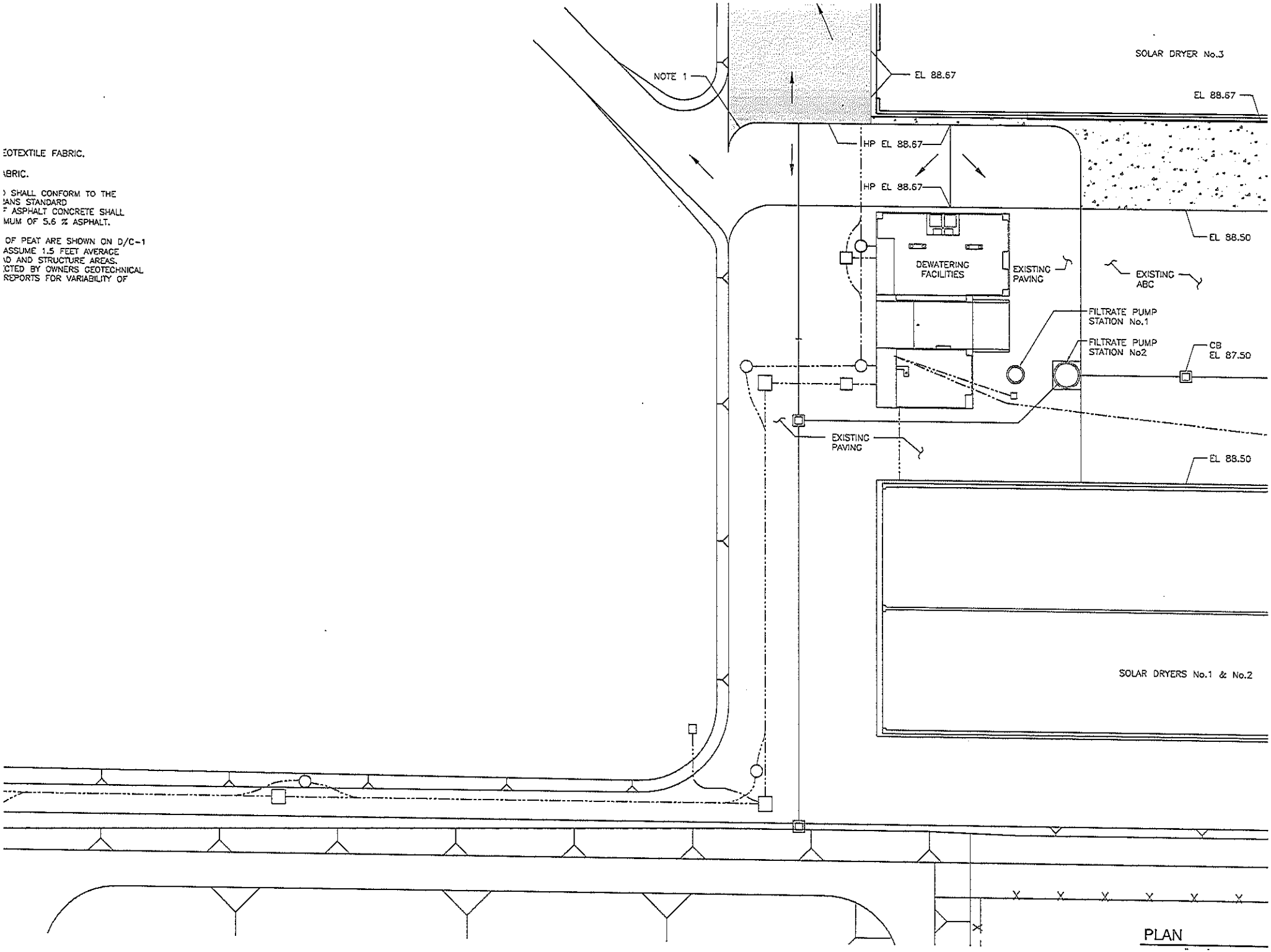

ADMINISTRATION BUILDING
EXPORT PUMP STATION
OXIDATION DITCH
APPROXIMATE LOCATION OF ON SITE SELECT FILL
EXPORT PIPELINE
SOLIDS HANDLING
B C-2
C C-3
D
HIGHWAY 4
APPROXIMATE TEST PIT No.3 LOCATION
EXISTING DRYER No.1&2 SLAB
EXISTING DEWATERING STRUCTURE
EXISTING 3" AC ON 12" AB TO BE REMOVED
DEWATERING STRUCTURE EXPANSION
SOLAR DRYER SLAB No.3 EL 88.67
APPROXIMATE GRADE BEFORE SOLAR DRYER No.1&2 CONSTRUCTION PROJECT
NEW PAVING SECTION
90
85
80
NOTES:
1. GRADES APPROXIMATE, EXISTING TOPOGRAPHY VARIES ACROSS SITE.
SECTION D
SCALE: 1"=20' VERT
SCALE: 1"=40' HORIZ
APPROXIMATE TEST PIT No.11 LOCATION
EXISTING DRYER No.1&2
EXISTING AB/AC ROAD SECTIONS
NEW AB PAD (TYP)
SOLAR DRYER SLAB No.3
APPROXIMATE EXTENT OF PEAT REMOVED FOR SOLAR DRYER No.1&2 CONSTRUCTION PROJECT
APPROXIMATE EXTENTS OVEREXCAVATED (VARIES
SECTION E
SCALE: 1"=20' VERT
SCALE: 1"=40' HORIZ

EOTEXTILE FABRIC.

ABRIC.

) SHALL CONFORM TO THE
ANS STANDARD
F ASPHALT CONCRETE SHALL
MUM OF 5.6 % ASPHALT.

OF PEAT ARE SHOWN ON D/C-1
ASSUME 1.5 FEET AVERAGE
AD AND STRUCTURE AREAS.
CTED BY OWNERS GEOTECHNICAL
REPORTS FOR VARIABILITY OF



PLAN

This Addendum No. 1, pages 1 through 6, shall become part of the Contract and all provisions of the Contract shall apply thereto.

The Contract Time is changed.

The Bid Date is not changed.

Bidder shall acknowledge receipt of addenda number on the Acknowledgement page of the BID DOCUMENTS.

HERWIT ENGINEERING

Kurt A. Gardner, P.E.
R.C.E. No. 45712