

REQUEST FOR QUALIFICATIONS
FOR PROGRESSIVE DESIGN-BUILD SERVICES
FOR THE
FINAL EFFLUENT PUMP STATION IMPROVEMENTS PROJECT
CIP #9223
March 20, 2023

STATEMENT OF QUALIFICATIONS DUE – April 14, 2023

AT 2:00 PM

at

Silicon Valley Clean Water

1400 Radio Road

Redwood City, California 94065

(650) 591-7121

Attention: Chathu Abeyrathna P.E., Project Contact



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1. Introduction

1.1 General Introduction

Silicon Valley Clean Water (SVCW) is inviting qualified Design-Builders experienced in the design and construction of Final Effluent Pump Station Improvements to submit a Statement of Qualifications (SOQ) for the purpose of competing to be on a short-list to provide design and construction services for the Final Effluent Pump Station Improvements Progressive Design-Build Project (Project), in Redwood City, California. The Final Effluent Pump Station is shown in Figure 1.



Figure 1. SVCW Final Effluent Pump Station

SVCW will use a progressive design-build (PDB) delivery approach for this Project, which will be designed and constructed in two stages:

- **Stage 1: Preconstruction Services.** Design-Builder will work collaboratively with SVCW to design this Project to approximately 60 to 70 percent complete level and develop a guaranteed maximum price (GMP) proposal for completion of the design and construction.
- **Stage 2: Final Design and Construction.** Design-Builder will complete design of the facilities, construct the facilities, and perform post-construction tasks, including performance testing, startup and commissioning, and operator training and support.

This RFQ is the first step of a two-step procurement process and establishes the process for soliciting and evaluating SOQs from those entities (Respondents) interested in serving as the Design-Builder. Submitted SOQs must conform to the requirements of this RFQ and must be signed by the appropriately authorized official with the authority to commit the Respondent to perform this Project work.

SOQs will be evaluated and scored to identify Respondents by SVCW. The SOQs and reference checking results will be used to generate a short list of Respondents following the procedures outlined in Sections 5 and 6 of this RFQ. SVCW expects to short-list three Design-Builders, with the option of no more than four and no less than two. At completion of the SOQ evaluation process, SVCW intends to issue a Request for Proposals (RFP) to the short-listed Respondents to provide detailed technical and pricing proposals. In its sole discretion, SVCW reserves the right to further reduce or increase the number of Respondents to continue with the RFP Process.

1.2 Background on SVCW's Wastewater Treatment Plant (WWTP)

SVCW treats sewage from the cities of Belmont, Redwood City, San Carlos and the West Bay Sanitary District. SVCW is currently engaged in a multi-year Capital Improvements Program (CIP) to address aging systems and to improve reliability of the treatment works and the conveyance system.

The wastewater treatment plant (WWTP) was constructed in the late 1970s and commissioned in 1981, making much of the treatment plant systems about 40 years old. Several systems have been improved through capital projects in recent years. Figure 2 shows a process flow diagram of the WWTP.

The gravity tunnel, receiving lift station, screens and grit removal units are currently under construction. The gravity tunnel is a 3.5 mile long 10-ft diameter pipeline that is anticipated to be used for partial diurnal flow equalization. The anticipated operational flow range of the receiving lift station will be provided in the bridging documents.

Primary treatment is performed through rectangular primary clarifiers equipped with chain and flight systems for sludge and scum removal. Secondary treatment is achieved through fixed film reactors, aeration basins, and secondary clarifiers. Tertiary treated wastewater exits the dual media filters. Sodium Hypochlorite is used for disinfection and the chlorine contact basin is used to obtain the required contact time. Flow exits the contact basin through the CT Control Weir into final effluent wet pits A and B. Sodium Bisulfite is injected as the flow enters the wet pits to remove residual chlorine before being discharged to the San Francisco Bay. Figure 3 shows the hydraulic profile of the treatment plant when it was built. Please note that the elevations shown on the hydraulic profile uses the NGVD 1929+100' datum. SVCW currently use NAVD 1988 +100' Datum. The conversion formula between the two datums is $NGVD\ 29 = NAVD\ 88 - 2.60\ feet$.

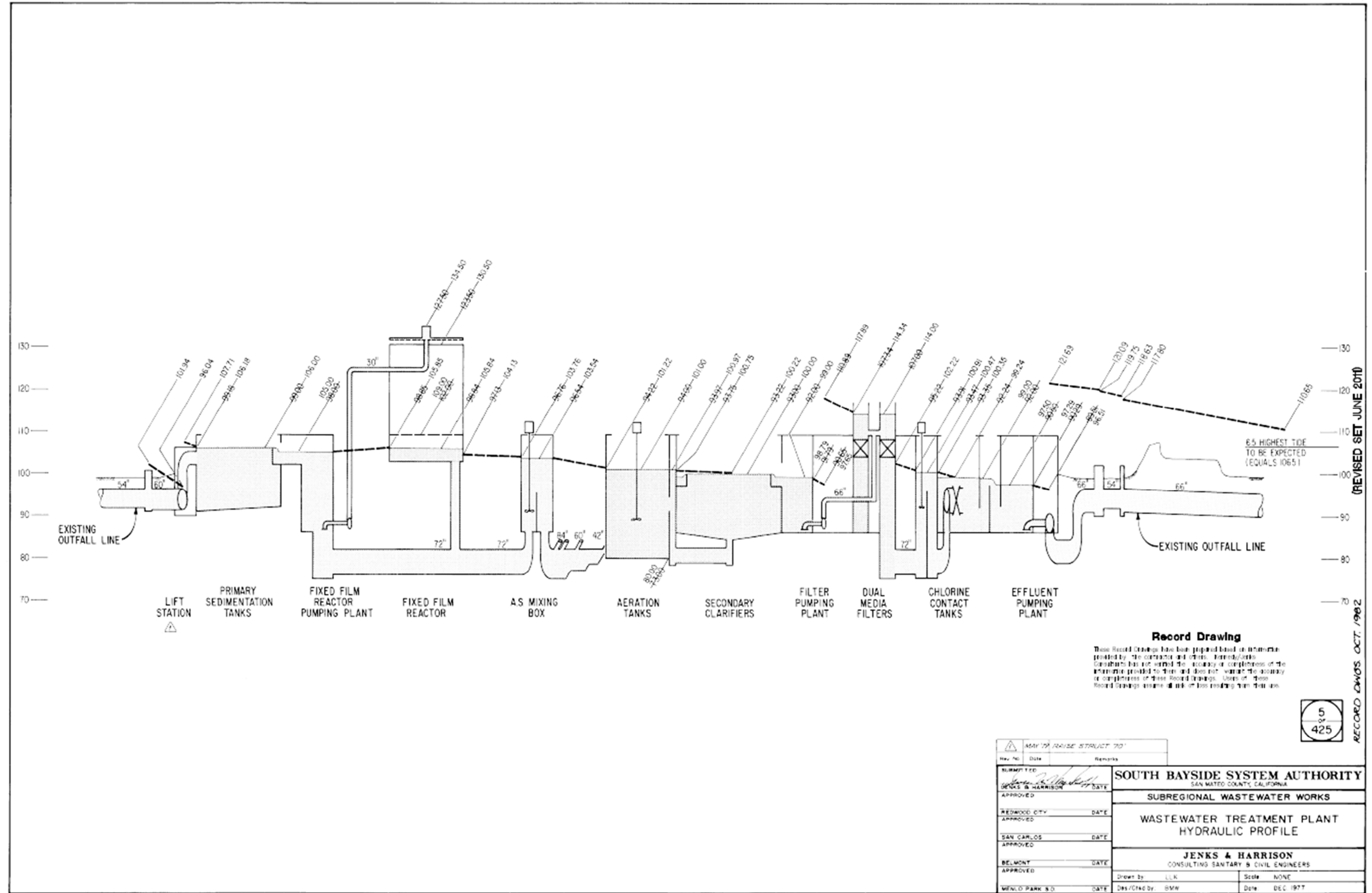


Figure 2. SVCW Hydraulic Profile

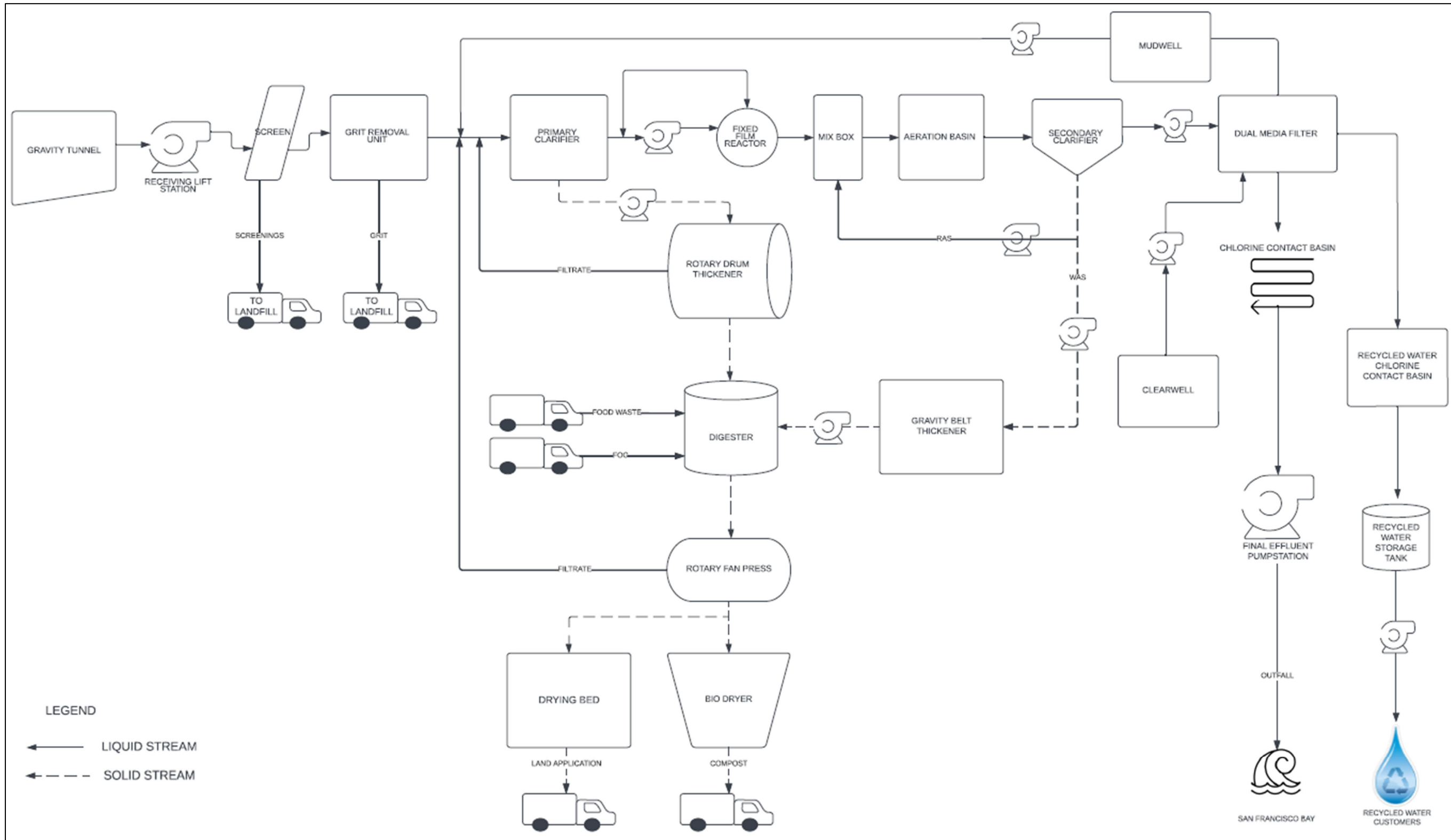


Figure 3. SVCW Process Flow Diagram

1.3 RFQ Organization

This RFQ consists of:

- Section 1: Introduction
- Section 2: SVCW’s Objectives
- Section 3: Progressive Design-Build Services
- Section 4: Risk Allocation and Key Contract Provisions
- Section 5: Procurement Process
- Section 6: SOQ Short-listing Process
- Section 7: SOQ Submittal Requirements
- Section 8: Limitations
- Attachment A: List of Project Background Documents
- Attachment B: Design Builder Minimum Qualification Requirements Questionnaire
- Attachment C: Contract-Related Documents
- Attachment D: SOQ Forms
- Attachment E Organizational Conflict of Interest Policy

The contents of the RFQ Sections take priority over any conflicting statements in the RFQ Appendices.

The following additional background materials will be made available with the RFP.

- Bridging Documents
- Design Standards
- As-Built Drawings
- Control Narratives
- Draft Design-Build Agreement

1.4 RFQ Definitions and Acronyms

The capitalized terms in this RFQ have the meanings as first used in the text of this RFQ and as defined below.

1.4.1 Definitions

Confidential Meeting – Meeting between a short-listed Respondent and SVCW in a confidential setting to enable the Respondent to present its own specific approaches/creative solutions for this Project and receive feedback from SVCW.

Design-Builder, Design-Build Entity or DB Entity – The entity that will enter into the PDB Contract with SVCW and that will be the single point of accountability to SVCW for delivering the services and the Project.

DB Project Team – Members of the Design-Build team, including Design-Build Entity (party entering into the contract with SVCW), Construction Contractor, Designer-of-Record, Subconsultants, and Subcontractors.

Designer-of-Record – Engineer-of-record and DB Project Team member that is responsible for the overall design of the Project.

FEP– Final Effluent Pump Station that transports treated, disinfected, and dechlorinated wastewater from the final effluent wet pits to the San Francisco Bay.

Key Personnel – The individuals employed by the Design-Builder or other firm included on the DB Project Team, who would fill certain key roles in the delivery of the Project and related services by the Design-Builder and as defined in 7.4.3.

Minimum Qualification Requirements – The requirements set forth in this RFQ that must be satisfied in order for the SOQ to be evaluated and ranked according to the comparative evaluation criteria.

Owner - Silicon Valley Clean Water

Owner’s Advisor – CDM Smith, Inc.

Phase – refers to phasing of construction activities, where construction of one facility or area may commence prior to another. Phasing may be proposed by the selected Design-Builder during pre-construction subject to certain conditions which will be included in the Agreement and scope of pre-construction services.

Proposer – Respondent that has been short-listed and subsequently submits a proposal.

Respondent – An entity responding to this RFQ by submitting an SOQ.

Stage – refers to stages of the PDB process, where Stage 1 includes preconstruction services, and Stage 2 is final design and construction.

Step – refers to SVCW’s two-step procurement process for this Project, where Step 1 includes the RFQ and short-listing process, and Step 2 includes the RFP and final selection process. See Section 5.2 for further detail.

1.4.2 Acronyms

CID – Cascade Integration & Development

CFD – Computational Fluid Dynamics

DB - design-build

DBB - design-bid-build

EIR – Environmental Impact Report

FEP – Final Effluent Pump Station

GMP – Guaranteed Maximum Price

OA – Owner’s Advisor

OPCC - Opinion of Probable Construction Cost

PDB - progressive design-build

QA- Quality Assurance

QC – Quality Control

RFQ - request for qualifications

RFP - request for proposals

RLS - Receiving Lift Station

SOQ - statement of qualifications

SVCW - Silicon Valley Clean Water

WWTP - wastewater treatment plant

WIFIA - The Water Infrastructure Finance and Innovation Act

2. SVCW's Objectives

SVCW's over-arching objective is to receive quality SOQs from highly qualified and capable Respondents for the successful design and construction of the FEP Improvements project. SVCW will give higher considerations to the teams with significant and recent project experience similar to the scope of the FEP Improvements Project. SVCW will also give higher consideration to teams who can signify an ability to collaborate with SVCW management, engineering, and operations and maintenance as well as with the owner's advisor.

2.1 Project Objectives

SVCW's objectives for delivery of the Project are as follows:

The Owner defines "success" as collaboratively implementing an appropriate balance of the following Success Factors:

- **Safety:** Provide a Project that is safe to construct, operate, and maintain.
- **Operations:** Provide a Project that is easy, efficient, and effective to operate. Maintain safe and reliable treatment operations during construction.
- **Maintenance:** Minimize required maintenance.
- **Schedule:** Place new pumping equipment elements into operation with best practical, expeditious, and safe, while maintaining operation of existing facilities.
- **Quality:** Provide equipment that will be energy efficient, reliable, and sustainable over 30 years and will reliably provide the level of service required for meeting the SVCW system requirements over the full range of flows appropriate to the specified system.
- **Cost:** Provide complete functional equipment that meets the goals of the Project at the lowest practical capital and lifecycle cost. Provide early and ongoing total equipment cost predictability.
- **Stakeholder Impacts:** Solicit, evaluate, and respond to stakeholder's concerns, and implement a Program that best meets the combined needs of stakeholders while reaching the Program's goals.

- **Risk:** Allocate risks to that party (Design-Builder or SVCW) best able to anticipate and control the risk. Generally, assign to the Design-Builder the risks that the Design-Builder can reasonably anticipate and control. Assign to SVCW the risks that are best able to be anticipated and controlled by SVCW.
- **Accountability:** Design-Builder to provide a single point of accountability for performance of all services. SVCW to provide a single point of accountability for all direction to the Design-Builder.

2.2 PDB Delivery Objectives

SVCW has selected the PDB delivery process for the FEP Improvements Project because SVCW believes this delivery method is best suited to achieving its overall objectives for the Project including those listed below:

- PDB delivery should help accelerate completion of the Project relative to conventional design-bid-build (DBB) delivery and allow SVCW to fully utilize secured WIFIA loan.
- PDB delivery should allow for early procurement of equipment with long lead times to complete construction of the project before May 30, 2026.
- PDB delivery should promote a cooperative and collaborative relationship between SVCW and the PDB team.
- Sequencing of design and construction to allow for continued WWTP operations in conformance with all regulatory and safety requirements and to minimize plant shutdowns and plant process interruptions.
- The PDB delivery process should be structured to provide flexibility for phased design and construction.
- PDB delivery process provides “best minds around the table” in developing solutions to complex projects.
- Planning for construction, startup and commissioning should provide opportunities for early and ongoing SVCW staff involvement and training.

2.3 Project Site and Location

The SVCW WWTP is located at 1400 Radio Road, at the east end of Redwood Shores, in Redwood City, California. The Project consists of improvements to the final effluent Pump Station and related appurtenances to ensure reliable operation for the next 30 years.

2.4 Project Interfaces

The FEP is a critical facility to the treatment plant. During dry weather (May 1 – September 30), two pumps may be taken out of service at a time with three pumps in operation at any given time to keep the WWTP operational. All five pumps must be operational during wet weather (October 1 – April 30). Sodium Bisulfite injection must be provided at all times. Interruptions to the sodium bisulfite feed system can only occur during full plant effluent shutdowns. It is imperative that the system be designed and constructed with consideration to the following aspects:

- **Configuration and dimensions of equipment.** Equipment construction must be maintained within the spatial limitations of existing systems.
- **Establish clear definition of equipment design/construction.** Coordination between the PDB and SVCW staff will be required to determine the design and construction of the equipment. The Design-Builder will be required to engage with SVCW staff to obtain detailed information such as construction constraints, connections to existing facilities, and design of bypass systems.
- **Configuration and Construction timing to minimize interruption of operations.** The equipment included in this Project is imperative for the operation of the WWTP. A combination of new and existing pumps must be available at all times to perform pumping operations with consideration toward wet weather flows and normal operations.
- **Startup.** Startup will require coordination of the PDB team with SVCW.

2.5 Project Components

A schematic of the Final Effluent Pump Station is shown on Figure 4.

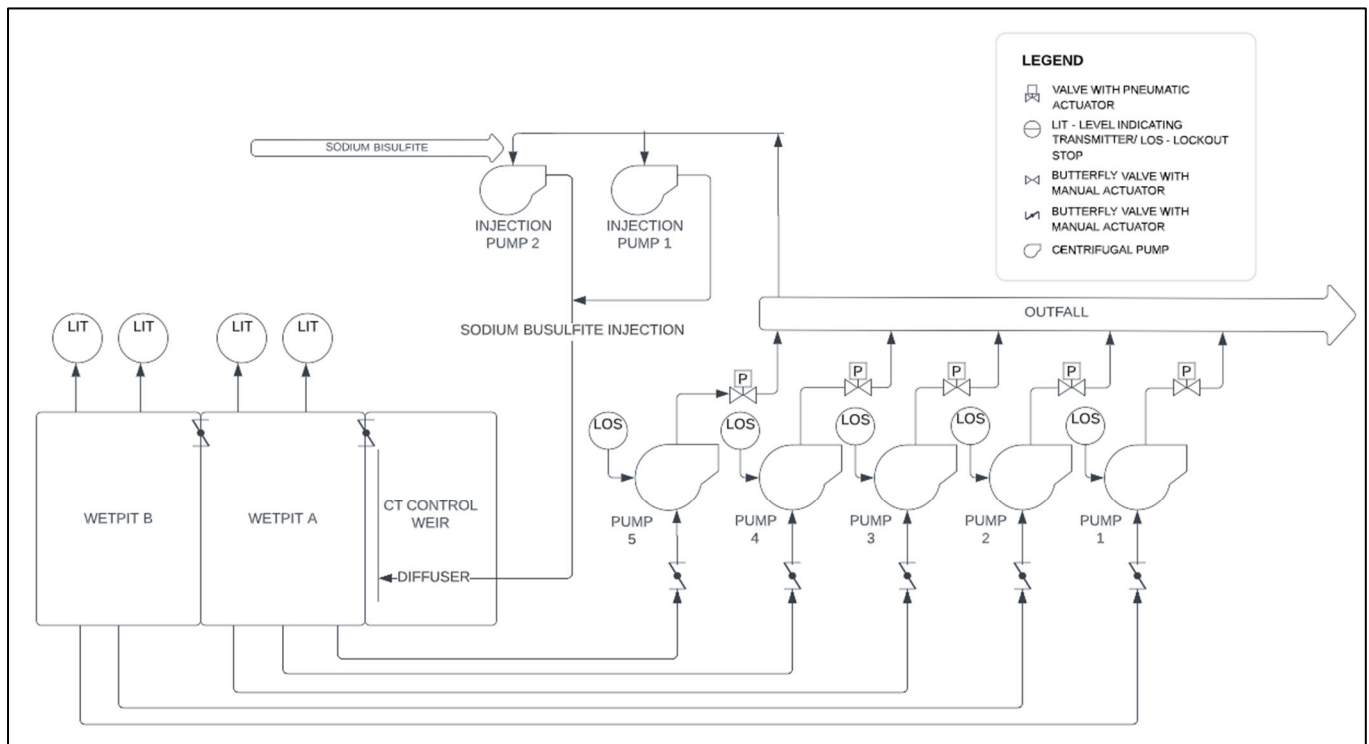


Figure 4. Final Effluent Pump Station Schematic

The Final Effluent Pump Station Improvements Progressive Design-Build Project includes the following elements:

1. Suction piping and valves from final effluent wet pit to pumps

2. Final effluent pumps and motors
3. Discharge piping and motorized valves from pumps to the final effluent header pipe
4. 66-inch welded steel final effluent header section of the pipe that is encased in concrete
Approximately 75 feet
5. Variable Frequency Drives (VFDs)
6. Breakers at the Motor Control Center (MCC)
7. Power, control, and instrumentation conductors
8. Related PLC, controls, and data acquisition hardware
9. Sodium Bisulfite injection system

2.5.1 Suction Piping and Valves

Existing suction piping is 30 -inches in diameter and reduces to 20-inches at the suction valve. Piping is welded steel encased in a 6-inch concrete jacket. Recent inspections have shown some degradation of the pipe sections, which should be considered for repair or rehabilitation. Piping and Butterfly valves are original to plant construction, dating to 1980.

2.5.2 Final Effluent Pumps

The existing Final Effluent Pumps were manufactured by Worthington as shown on the pump curve on figure 5. Each pump is rated for 17MGD and equipped with a 200hp motor. Motors were replaced approximately ten years ago, but the pumps are original to the plant construction. Recent construction projects have changed the effluent pipeline diameter and material. It is SVCW's intent to replace the pumps with pumps that are sized appropriately for updated discharge head requirements impacted by sea level rise, material and diameter change of portions of the outfall, and elevated flows from storm events. The pump size changes are expected to be relatively small allowing new equipment to fit within the footprint of the existing equipment.

It is expected that the DB entity will conduct a surge analysis, a CFD modelling, and develop a new hydraulic profile and a system curve for the FEP. Flow criteria, existing pump curves, applicable record drawings, and sea level rise criteria will be provided in the bridging documents that will be attached to the RFP.

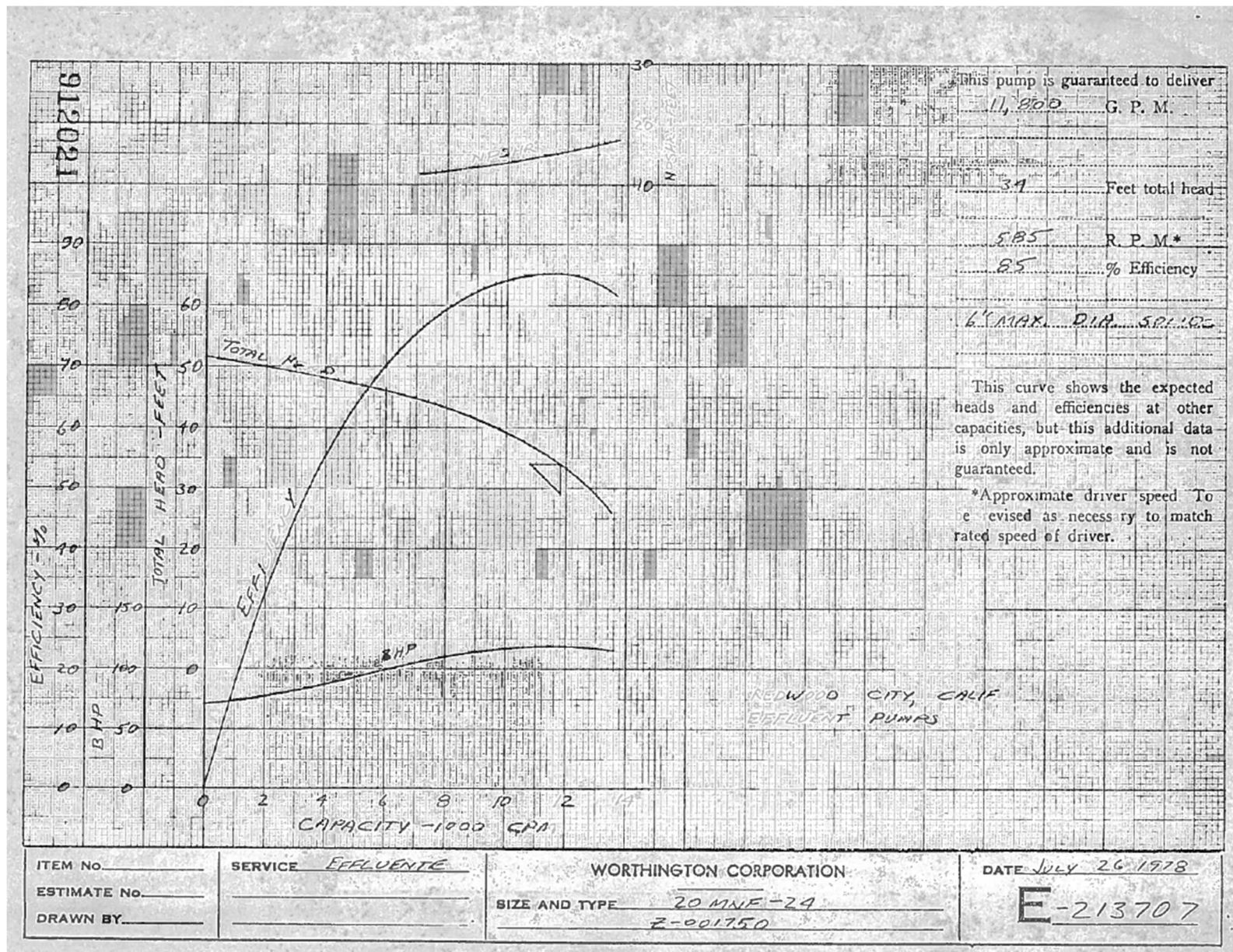


Figure 5. Existing Pump Curve

2.5.3 Discharge Piping and Valves

Each pump has a discharge pipe that connects to the discharge header. There are no dedicated check valves. Discharge valves are butterfly valves equipped with pneumatic actuators. Discharge valves were replaced about ten years ago. The pneumatic actuators have experienced operational issues due to issues associated with the service air system. It is SVCW's intent to replace the pneumatic actuators with electric actuators.

2.5.4 66-inch Discharge Header

In 2015, a portion of the discharge pipe outside the main structure was replaced with HDPE pipe. The remainder of the discharge piping near the pumps including the section that is encased in concrete needs to be considered for repair, replacement, or rehabilitation.

2.5.5 Variable Frequency Drives

Each pump motor is driven and controlled by a variable frequency drive (VFD) to operate over a wide range of flow and head conditions. Existing VFDs are Eaton SVX 9000, a model that was recently discontinued. SVCW has reliability concerns due to unavailability of parts and replacement units for these VFDs.

SVCW's intention is to replace these VFDs with Eaton CPX9000 drives or Allen Bradley Powerflex 755 drives that utilize 18-pulse harmonic current reduction technology. However, the existing space in the electrical equipment area is limited.

2.5.6 Breakers at the MCCs

Existing MCCs are Eaton Freedom 2100 style MCCs. SVCW's intent is to keep the existing MCCs and replace individual breakers that power the Final Effluent Pump VFDs.

2.5.7 Power, control, and instrumentation conductors

Existing power feeders are over 40 years old. Pull boxes that the existing power feeders are routed through needs replacement. SVCW's intent is to have the existing power feeders removed and to install new power feeders from the MCC room to the VFDs.

Existing VFDs are fed from a motor control center located in the near-by Solids Handling Building. Power conduits to the final effluent pumps share multiple pull boxes and conduit chases with other equipment that will be challenging to de-energize. Replacement of the power feeders is expected to be a challenging task.

Existing control and instrumentation conductors are several decades old as well. The condition of these conductors needs to be evaluated and replaced if needed.

2.5.8 Related PLC, controls, and data acquisition hardware

The existing PLC remote I/O Panel is located on the VFD deck adjacent to the FEP. Existing Allen Bradley PLC hardware is over ten years old and needs replacement with a newer model.

2.5.9 Sodium Bisulfite Injection System

The existing sodium bisulfite injection system uses final effluent as dilution water and injects diluted sodium bisulfite immediately upstream of Wet Pit A. Due to hydraulic limitations, the sodium bisulfite injection system experiences operational issues when Final Effluent Pump 5 is in opera-

tion. It is SVCW’s intent to mitigate sodium bisulfite injection limitations through this project. Sodium Bisulfite injection must be provided at all times. Interruptions to the sodium bisulfite feed system can only occur during full plant effluent shutdowns.

2.6 Availability and Use of Background Information

Certain Project background documents will be made available to respondents through SVCW’s SharePoint site. To the extent that any Background Documents include as-built drawings, inspection reports, and related information. SVCW is providing these background documents for information only. SVCW will be providing the required design criteria for the Project as part of the RFP.

It is intended that respondents review the background documents and offer ideas that would improve the operation of the FEP and the treatment plant.

2.7 Project Funding

SVCW has secured a low interest loan for a portion of the project through EPA’s WIFIA loan program. SVCW is committed to funding the Project and has the capacity to issue municipal bonds for the Project, if needed.

The WIFIA funds include typical requirements found in governmental loan programs including but not limited to items such as Davis Bacon Wage rates, American Iron and Steel Act, No reimbursement for Lobbying, and additional Environmental Regulations. The selected Design-Builder will be required to comply with the WIFIA loan requirements to the extent they apply to designers and builders. The requirements will be set forth in the RFP.

2.8 Project Budget

In keeping with the Project objectives, the selected Design-Builder will be required to conduct ongoing cost modeling and take a “design-to-budget” approach during Stage 1. Total construction costs are expected to be about \$7 million. The total capital budget will be established as a part of the SVCW’s next CIP update for approximately \$10 million, which is inclusive of costs incurred through Owner’s Advisor, SVCW and any other items related to this project.

2.9 Project Schedule

SVCW desires to work together with the Design-Builder to achieve the best practical safe speed to complete the Project. Construction activities that impact the pumping capacity of the facility will be limited to dry weather period from May 1 – September 30 of each year. SVCW requires continuous operation for seven days to consider startup and testing of a new pump to be complete. SVCW expect the PDB team to complete the project by May 30, 2026. DB entity is expected to propose methods and approaches to meet the schedule, including identifying long-lead items for possible early procurement.

3. Progressive Design-Build Services

3.1 General

The Project is to be designed and constructed in two major stages:

- Stage 1: Preconstruction Services

- Stage 2: Final Design and Construction

Each stage is described below.

3.2 Stage 1

Stage 1 consists of preconstruction services during which the Design-Builder will work collaboratively with SVCW to develop design concepts, propose alternatives, gather additional information, evaluate alternatives and design the Project to approximately 60 percent level of completion. Further definition of what will be required for the Stage 1 preconstruction services will be included as part of the RFP. At the end of Stage 1, the Design-Builder will develop a guaranteed maximum price (GMP) proposal for negotiation with SVCW.

An important part of the Stage 1 services will be related to establishing overall system hydraulics and operational constraints. The FEP Project Design-Builder will be responsible for modeling the system hydraulics of the FEP, taking expected diurnal flow equalization feature of the gravity pipeline, anticipated sea level rise and elevated wet weather flows from storm events into account.

SVCW highly values the integration and collaboration with Operations and Maintenance (O&M) groups during the design process. SVCW will require the selected Design-Builder to engage O&M staff throughout the design process and solicit feedback through processes including design submittals in pdf form, design workshops, and participation in regular design meetings.

3.3 Stage 2

Stage 2 consists of final design and construction, startup and commissioning, operator training, and Acceptance Testing. Stage 2 will be initiated upon successful completion of Stage 1 (or upon successful completion of Stage 1 for a given phase) and agreement on the GMP proposal, which will require an amendment to the PDB Agreement. During Stage 2, the design will be completed, and construction will then commence. Startup and commissioning, and Acceptance Testing will follow construction completion.

It is anticipated, and expected, that early Stage 2 amendments will be authorized to take advantage of opportunities to provide schedule flexibility for ordering long lead-time equipment. All early work packages will be designed to the 60% level before a Stage 2 amendment will be initiated.

3.4 Design-Builder Roles and Responsibilities

3.4.1 Overall Responsibilities

The Design-Builder will collaborate with SVCW and will provide, in a timely manner, all the work necessary to complete the Project scope. Design-Builder responsibilities will generally include:

- Prepare design and construction documents.
- Conduct a surge analysis and CFD modeling for the FEP
- Develop a hydraulic profile and system curve for the FEP.
- Supervise subconsultants, Subcontractors, suppliers and Design-Builder personnel.
- Maintain security of the construction site.
- Provide and implement a Safety Plan, and other plans and pollution control measures required by federal, state and local regulations or by the Progressive Design-Build Agreement.

- Procure materials and construct the FEP Improvements Project.
- Develop interconnect drawings and perform system integration.
- Coordinate and work with CID and SVCW for programming and SCADA development.
- Conduct startup and commissioning, operational training, and required Acceptance Testing.
- Develop standard operating procedures (SOPs) and hazardous energy control procedures (HECPs) for new equipment.
- Provide accurate equipment information to update the SVCW asset register using Microsoft Dynamics, the CMMS platform used by SVCW.
- Provide preventative and corrective maintenance procedure write-ups with expected person-hours to complete the procedures, frequency and consumables needed.
- Implement and maintain all quality management and control requirements and activities including special inspections.
- Must maintain operation of the existing WWTP at all times during construction activities.
- Provide all the required documentation and meet all the requirements for the WIFIA loan.

3.4.2 SVCW Retained Subcontractors

SVCW has retained services of Cascade Integration & Development, Inc. (CID) for SCADA integration. The Design-Builder is expected to engage with CID for system integration services and modifying of operational screens for SCADA system. Production of interconnect drawings and terminating control wires at the PLC cabinet will be the responsibility of the PDB team.

3.5 SVCW Roles and Responsibilities

SVCW will collaborate with the Design-Builder and will fulfill its responsibilities in a timely manner to facilitate the Design-Builder's timely and efficient performance of services. SVCW's general responsibilities include:

- Review design submittals and provide comments to Design-Builder
- Furnish existing studies and provide data and information regarding the Project, including record drawings.
- Provide adequate funding equal to the mutually agreed upon contract price
- Provide access to the Project site.
- If applicable, obtain the governmental approvals and permits that SVCW is responsible for, and assist Design-Builder in obtaining governmental approvals and permits that it is responsible for
- Provide available hydraulic and water quality data
- Establish contract performance standards
- Provide operations and maintenance input on design concepts, and provide operational data and other collaboration as required to support the PDB approach
- Provide contract oversight, QA including QC and resident inspections

- Submitting payment requirements to WIFIA for reimbursement

4. Risk Allocation and Key Contract Provisions

4.1 Risk Allocation and Risk Allocation Matrix

SVCW has adopted an overall risk management philosophy of reducing or mitigating risks to the extent feasible, and then assigning risks to the party best able to manage them. A preliminary risk allocation matrix is included in Attachment C for example. Prospective respondents shall review and provide comments as well as update the matrix for review and acceptance by SVCW.

4.2 Draft Term Sheet

A draft term sheet is also included in Attachment C for review and comment by prospective Respondents.

4.3 Respondent Comments on Risk Allocation Matrix and /or Draft Term Sheet

Respondents may provide comments on the draft term sheet and proposed risk allocation in Appendix C of their SOQ. Comments will be considered by SVCW before issuance of the RFP, and SVCW may or may not choose to modify the risk allocation / contract terms to be included in the draft contract included with the RFP. SVCW expressly reserves the right to change any provisions of the term sheet and/or risk allocation matrix prior to or following the issuance of the RFP.

5. Procurement Process

5.1 Agency Contact and Communications Protocols

Kim Hackett, SVCW’s Authority Engineer shall be the official Owner’s Representative for the purposes of this RFQ. The designated project contact for this project is Chathu Abeyrathna and shall facilitate the RFQ process. All communications shall be submitted in writing by email and shall specifically reference this RFQ. All questions or comments should be directed to the project contact as follows:

Chathu Abeyrathna, PE, Senior Engineer
Project Contact
Silicon Valley Clean Water
1400 Radio Road
Redwood City, CA 94065
Email Address: cabey@svcw.org

Oral communication with the Owner Representative or other individuals shall not be binding. Contact with any Public Official, SVCW Commission member, Owner’s Advisor (OA), or Owner’s staff outside of the Owner Representative or project contact shall not be permitted. Failure to comply may result in disqualification of the Respondent.

5.2 Overview of Two-Step Process

SVCW’s two-step procurement process for the Project will include the following:

- **Step 1: RFQ and Short-Listing.** The first step involves issuing this RFQ, conducting a pre-SOQ meeting, receiving SOQs from Respondents, evaluating and scoring SOQs, scoring references and short-listing Respondents.
- **Step 2: RFP and Selection.** The second step involves issuing an RFP to the short-listed Respondents, holding a pre-proposal meeting, holding Confidential Meetings, receiving proposals, evaluating proposals, reference checking, conducting interviews with Proposers, selecting the winning Proposer, and negotiating a Design-Build Agreement. Scores from SOQ evaluations will not carry forward; however, qualifications and experience will be reconsidered as part of the final selection.

Final selection criteria will include qualifications, experience and method of approach in addition to other price and non-price related criteria. Qualifications and experience during the RFP step will rely on information submitted in SOQs, and any supplement materials provided with the Respondent’s proposal; Respondents will only be asked to submit SOQ-related information for new team members. Respondents will be allowed to add firms and individuals that enhance their teams or that address additional expertise requirements added by SVCW at the RFP stage. If Respondents want to change out a Key Team Member (firm or individual) listed in the SOQ, it will require submittal of additional qualifications and experience information and approval by SVCW.

5.3 Pre-SOQ Meeting

A Pre-SOQ meeting is scheduled for Thursday, March 30, 2023, from 9:00 a.m. to 10:30 a.m. in SVCW Pelican Board Room at 1400 Radio Road, Redwood City, CA 94065. The meeting will consist of an informational presentation followed by a site tour of the FEP. Interested parties shall RSVP by emailing Chathu Abeyrathna at cabey@svcw.org before 12 p.m. on Monday, March 27, 2023. Late RSVPs will not be accepted. Attendance at the Pre-SOQ meeting is optional.

Please note that oral communication shall not be binding. Any questions shall be submitted in emails to cabey@svcw.org. A Q&A log will be posted on eBid-Board following the pre-SOQ meeting.

5.4 Interviews and Confidential Meetings

Interviews will be used for the proposal evaluation (Step 2) to gain better understanding of submitted material and project teams.

The purpose of Confidential Meetings is to give each short-listed Respondent an opportunity to meet with the Owner, in a confidential setting, to enable the Respondent to present its specific project approaches/creative solutions and receive feedback from the Owner. Confidential Meetings take place during the proposal period (Step 2).

5.5 Eligibility / Disallowed Firms

The following firms will be excluded from proposing on any role on the PDB team on this Project as they serve other roles:

- CDM Smith, Inc. (serving as OA)
- Hanson Bridgett, LLP

- Tanner Pacific, Inc.
- Technical Edge - Kip Edgley
- Water Environment Technical (WET) - Chuck Fenton
- Cascade Integration Development (CID)

5.6 Stipends

SVCW do not intend to award a stipend for any Respondent that submits a proposal.

5.7 Procurement Process Schedule

It is the intent of SVCW to follow the procurement schedule provided below. SVCW reserves the right to adjust this schedule however they deem necessary.

Table 1. Initial Procurement Schedule	
Activity	Estimated Dates
RFQ Issued	March 20, 2023
Pre SOQ Meeting	March 30, 2023 at 9:00AM
Deadline for Questions on the RFQ	March 31, 2023
SOQ Submittal Date	April 14, 2023 at 2:00PM
Short-list announcement	April 28, 2023
RFP Issued (including draft PDB Agreement)	May 1, 2023
Pre-Proposal Meeting (Mandatory)	May 10, 2023
Deadline for Comments on PDB Draft Agreement	May 19, 2023
Confidential Meetings	May 16-18, 2023
Deadline for Questions on RFP	May 26, 2023
Proposal Submittal Date	June 2, 2023
Interviews	June 13, 2023
Selection Announcement	June 16, 2023
Commission Approval to Award Contract	July 10, 2023
Preconstruction Notice to Proceed	July 17, 2023

6. SOQ / Short-listing Process

6.1 General

The SOQ / short-listing process begins with issuance of this RFQ. After receipt of SOQs, SVCW will evaluate and score the submitted SOQs against the SOQ evaluation criteria and will identify a short-list of Respondents that will be sent an RFP.

The scoring for the written SOQ, references, and interviews will be as follows:

- SOQ – 100 total possible points
- References – 25 total possible points

Additional detail on the SOQ/Short-listing process is provided in the following sub-sections.

6.2 Inquiries / Addenda

All questions regarding this RFQ or request for information should be addressed to the Owner project contact using the communication protocol listed in section 5.1. Questions received by the Owner's project contact will be responded to in written form and be published for interested Respondents to review.

If any revisions to the RFQ or procurement process become necessary or desirable (at SVCW's sole discretion), SVCW may issue written addenda. Revisions to the RFQ will be provided through eBid-board to all firms that download the RFQ through eBidboard.

It is the Respondent's responsibility to obtain all addenda prior to submitting its SOQ and all addenda will need to be acknowledged in the SOQ submittal.

6.3 Evaluation Committee

SVCW will establish an evaluation committee to review and score SOQs and proposals and ultimately recommend a short-list of Proposers authorized to proceed to Step 2 (RFP). The evaluation committee will include representatives from engineering, operations, maintenance, and / or finance. SVCW reserves the right to modify evaluation committee membership at any time, including between short-listing and proposal evaluation.

6.4 Responsiveness

Each SOQ will be reviewed to determine whether it is responsive to the RFQ. Failure to comply with the requirements of this RFQ may result in an SOQ being rejected as non-responsive. At its sole discretion, however, the evaluation committee may waive any minor irregularity in the SOQ and may request clarification or additional information to remedy a failure. At its sole discretion, the selection committee may also reject all SOQs/proposals.

6.5 Minimum Qualifications

Respondents will be required to demonstrate that they meet certain minimum qualifications by completing the questionnaire included in Attachment B, and by providing a transmittal letter as set forth in Section 7.4.1.

6.6 Scored SOQ Evaluation Criteria (100 maximum points total)

The evaluation committee will evaluate, score and rank the responsive SOQs that satisfy the Minimum Qualification Requirements using the evaluation criteria set forth below. Based on this scoring and ranking, SVCW will identify Respondents who will be asked to proceed to the interview. The same criteria will be used for the SOQ and interview. Scored criteria include:

- Team Structure and Leadership, Experience Working Together, and Design-build Experience (20 points)
- Collaboration with Owners and Owners Operations and Maintenance (O&M) staff (20 points)
- Relevant Design Qualifications and Experience (25 points)

- Relevant Construction and Post-Construction Experience (25 points)
- Safety Experience on Similar Projects (10 points)

6.6.1 Team Structure and Leadership, Experience Working Together, and Design-Build Experience (20 points)

SVCW will consider the following when evaluating and scoring SOQs against this criterion:

- **Team Leadership.** Experience and qualifications of the proposed Design-Build Manager, especially as it relates to DB Project Team leadership on similarly complex and challenging projects and to communication and collaboration with owners' teams including O&M, and the OA. Experience of Engineer of Record on projects of similar size and complexity. Recent team leadership experience involving Progressive Design-Build delivery and on projects of similar size and complexity to the FEP Improvements Project will be preferred.
- **Interfacing with Other Projects** Experience and qualifications of proposed Design-Build firm and proposed Design-Build Manager, and other team members (firms and individuals) working on projects requiring close coordination with development of other, interfacing projects during planning, design, construction, and operations planning
- **Team Organization and Alignment of Responsibilities.** How Respondent's team (firm-level and individual-level) is organized and how well the responsibilities for work align with the experience and qualifications of the identified firms and Key Personnel. The general approach that Respondent will take to sub-contracting and self-performing work.
- **Team Continuity.** Team continuity (firms and Key Personnel) between Stages 1 and 2, with continuity of the proposed Design-Build Manager and other Key Personnel preferred.
- **Experience Working Together.** Experience of firms and Key Personnel working together. Recent experience working together on projects of similar size and complexity to this Project will be preferred.
- **Design-Build Experience.** Design-Build experience of team members and Key Personnel. Experience using Progressive Design-Build will be preferred.
- **Design Office Location.** SVCW will consider the location and coordination of design firms and design-related key personnel.
- **Coordination of Design Team.** Teams demonstrating a well-thought-out approach to design coordination will be preferred.
- **Licensing Requirements:** The DB manager, Engineer of Record, and key discipline leads shall be registered engineers in their respected fields in the State of California. License must be current.

6.6.2 Collaboration with Owners and Owners' Operations and Maintenance (O&M) staff (20 points)

SVCW will consider the following when evaluating and scoring SOQs against this criterion:

- **Collaboration with Owners.** Experience working in a collaborative manner with Owner's Engineers, O&M staff, and OA representatives.

- **Collaborative Decision Making.** Demonstrated successful experience with effective, collaborative decision making with owners and with owners' other consultants and contractors on inter-facing projects will be preferred.
- **Coordination of Design Development and Operations Planning.** Experience coordinating design development and operations planning with owner O&M staff, including experience working with O&M staff during the design development for processes and systems will be preferred. SVCW will also consider experience obtaining O&M staff design input on the operations and maintenance of these systems.
- **O&M Staff Training.** Experience providing staff training on the operations and maintenance of systems that are new to O&M staff.

6.6.3 Relevant Design Qualifications and Experience (25 points)

SVCW will consider the following when evaluating and scoring SOQs against this criterion:

- **Design Experience of Firms.** Experience and qualifications of firms designing projects of similar size and complexity to the FEP Improvements Project, including experience designing Pump Stations, including plant hydraulics, or other wastewater treatment facilities. Experience that is most relevant to the FEP Improvements Project will be preferred.
- **Design Experience of Key Personnel.** Experience and qualifications of the Design Manager, Engineer(s) of Record, and other design-related Key Personnel in designing projects of similar size and complexity to the FEP Improvements Project, including experience designing Pump Stations pump system curves, plant hydraulics, mechanical, electrical, instrumentation and controls, SCADA systems, structural including seismic criteria for mechanical and pipe supports, chemical feed systems, HVAC or other relevant wastewater treatment facilities will be preferred.
- **Power Supply, Distribution, and Electrical Design Experience.** Experience planning and designing plant power supply, distribution and electrical design, design and selection of electrical equipment for highly corrosive conditions due to air quality, wastewater and marine environment.
- **Hydraulic Analysis and Modeling Experience.** Experience and qualifications with hydraulic analysis and hydraulic modeling including CFD modeling.
- **Coordination of Designs with Inter-facing Projects.** Experience coordinating design efforts with the design of other, inter-facing projects that are also under development.
- **Design Experience on Design-Build Projects.** Experience designing facilities under Design-Build contract arrangements.

6.6.4 Relevant Construction and Post Construction Experience (25 points)

SVCW will consider the following when evaluating and scoring SOQs against this criterion:

- **Construction Experience on Similar Projects.** Construction experience on other similarly sized wastewater treatment plants, including pumps and major electrical equipment procurement and installation and maintaining operation of critical facilities during construction.

- **Installation of Electrical Systems in Highly Corrosive Environments.** Installation of electrical equipment in highly corrosive conditions due to air quality, wastewater and marine environment.
- **Coordination of Construction with Other Inter-facing Projects.** Construction experience involving coordination with other inter-facing projects that are also under construction, with Projects involving coordinated milestones preferred.
- **Integration of Designers into Construction.** Experience and systems used to ensure ongoing coordination with designers and appropriate designer reviews and approvals of construction changes affecting the design.
- **Bypass Planning and Installation.** Development and implementation of bypass plans including hot tapping into active large diameter force mains.
- **Startup, Testing and Commissioning.** Experience with startup, testing, and commissioning of major processes and systems.
- **Acceptance Testing.** Experience conducting Acceptance Testing to demonstrate achievement of required Performance Criteria.

6.6.5 Safety Experience on Similar Projects (10 points)

The Respondent's SOQ shall provide a summary of its safety program and Respondent's safety record, including supporting evidence documenting to following:

- The most recent three (3) years of Workers' Compensation EMR and/or Experience Modification Factor (EMF) and/or Severity/DART rates.
- The total recordable injuries and illnesses incidence rate for the past three (3) years.
- The days away from work injury incidence rate for the past three (3) years.
- Completed Occupational Safety and Health Administration (OSHA) Form 300A, Summary of Work-Related Injuries and Illnesses, and OSHA citations for the past three (3) years.
- Information concerning worker's compensation experience history for the past three (3) years and current worker safety program.
- Safety record on similar projects
- Overview of safety program
- Respondent shall provide supporting evidence documentation as an Appendix (Safety Record Documentation) of its SOQ.

6.7 Reference Checking (25 points)

As part of the short-listing process, SVCW will conduct initial reference checking (by phone and /or email) for the proposed Design-Builder, and other key firms as well as Key Personnel. Reference checking will be used to verify information included in SOQs. Non-responsive listed references, references that fail to support applicable SOQ information, or poor references will result in reduced scores. SVCW reserves the right to check references not included in a Respondent's SOQ.

6.8 Notification of Short-listing

Upon completion of the SOQ scoring, SVCW will notify Respondents of those short-listed and eligible to receive the RFP.

6.9 Proposal Process

Short-listed Respondents will continue to Step 2 (RFP and Proposal), during which period Confidential Meetings will be held with each Respondent, proposals will be submitted, and an interview will take place (Proposal Interview). Respondents will be asked to furnish a firm-fixed price for Stage 1 service, mark-up percentages (home office and profit) and an indicative price for Stage 2 services with their proposal. SVCW intends to score proposals on a “best value” basis pursuant to Public Contract Code section 22161, utilizing objective criteria. While the specific evaluation criteria will be identified in the RFP, SVCW currently anticipates that the following criteria will be considered:

- Price
- Life-cycle costs
- Technical approach to project design and construction
- Management approach to the project
- Key personnel
- Safety Program and Safety Record

With respect to pricing, SVCW intends to request the following:

- Respondent’s proposed fixed price for the cost of Stage 1 preconstruction services. This pricing information will be evaluated as part of the proposal evaluation process (numerically scored, approximately 3% of proposal score).
- Respondent’s proposed home office and profit markups (percentages) for Stage 2 services. This pricing information will also be evaluated as part of the proposal evaluation process (numerically scored, approximately 7% of proposal score), and markups will be memorialized in the DB Agreement.
- An indicative cost estimate for the FEP Improvements Project as defined in more detail in the RFP. The indicative estimate will be provided by Respondents in accordance with instructions included with the RFP and shall use the same markups as provided above. The indicative cost estimate will be submitted in a separate envelope to be opened after all other scoring for the proposal is completed and will be evaluated subjectively based on project understanding demonstrated, clarity of cost estimate format, reasonableness of cost estimate, consistency with balance of proposal/meetings/interviews (approximately 5% of proposal score).

85% of the proposal score will take criteria other than price into account, as listed above.

The above factors are subject to change at the sole discretion of SVCW and will be finalized in the RFP.

The proposal, reference checks, and proposal interviews will be scored to arrive at a selected Design-Builder.

7. SOQ Submittal Requirements

SOQs shall be concise, well organized and demonstrate the Respondent’s applicable experience and approach to this Project. The SOQ must address the information identified in the following sections.

7.1 Submittal Deadline and Location

Submittals must be received no later than 2:00 PM (local time) on April 14, 2023 at the offices of:

Silicon Valley Clean Water
1400 Radio Road
Redwood City, CA 94065
(650) 591-7121
Attention: Chathu Abeyrathna, P.E., Senior Engineer

7.2 Page Limitations, Required Copies and Labeling

One executed paper original, three paper copies and one (1) electronic format (pdf) on USB flash drive of the document shall be submitted.

SOQs shall be limited to no more than twenty-five (25) pages (single-sided, excluding transmittal letter, appendices, and financial statements). Font size shall be 11-point or greater (except for tables, which must be 9 point or greater). One 11” x 17” sheet (single-sided) will count as two pages. The cover letter and resumes shall be limited to two (2) 8.5” x 11” pages each and the use of standardized marketing literature shall be limited. Cover letter and resumes will be excluded from the abovementioned page limit. Excessive marketing literature may not be reviewed. A Table of Contents shall be provided and include major headings of the SOQ and their associated page numbers. Provide a list of appropriate tables, graphics, figures, photos, appendices, etc.

Documents are to be submitted in sealed packages (one for the SOQ and one for Financial Qualifications information) with the following information clearly marked on the outside of each package:

- Name of Respondent
- Project Title

Failure to comply with the requirements of this RFQ may result in disqualification. **SOQs received after the time and date specified above will not be considered.**

SVCW will not be reimbursing Respondents for any efforts and expenditures in producing and submitting SOQs for the Project.

7.3 Withdrawals / Resubmittal of Proposals

A Respondent may withdraw its SOQ only by a written and signed request that is received by SVCW prior to the deadline for submission. Following withdrawal of its SOQ, the Respondent may submit a new SOQ, provided that it is received prior to the deadline for submission.

7.4 Required SOQ Organization and Contents

The SOQ shall contain the information described in this section, in the order shown unless otherwise indicated.

Where requested information is to come from the Design-Build Entity and the Design-Build Entity is a joint venture, LLC or partnership, such information shall be provided by all parties to the joint venture, LLC or partnership.

7.4.1 Transmittal Letter

Respondents must submit a transmittal letter (maximum two pages) on the Respondent's letterhead. It must be signed by a representative of the Respondent who is authorized to sign such material, must expressly certify under penalty of perjury that all information provided in the SOQ is true and correct to the best of the representative's knowledge and commit the Respondent to the obligations contained in the SOQ. The transmittal letter must include the name, address, phone number and email address for the Respondent's Contact, and must specify who would be the Design-Builder's signatory to any contract documents executed with SVCW. The transmittal letter may include other information deemed relevant by the Respondent. Note that submittal of a Transmittal Letter is required to meet Minimum Qualifications Criteria (see Attachment B).

7.4.2 Ability to Meet Minimum Qualifying (Pass/Fail) Criteria

Respondents shall demonstrate their ability to meet Minimum Qualifying Criteria by submitting the completed questionnaire (included in Attachment B to this RFQ) as Appendix B of their SOQ. In addition, Respondents shall provide the following information related to Minimum Qualifications:

- **Proof of Licensure and Registration.** Provide proof of required Design-Build Entity's and construction contractor's Class A Contractor's License issued by the State of California. Provide proof of required Professional Engineering Registration(s) in California for the Designer(s) of Record. Certified copies of applicable licenses and engineering registrations shall be provided
- **Experience Modification Rate.** Respondents must provide documentation verifying that the Design-Build Entity and construction contractor have a worker's compensation experience modification rates for the most recent three-year period with an average of 1.00 or less, and have average total recordable injury or illness rate and average lost work rate for the most recent three-year period that do not exceed the applicable statistical standards for its business category or if the proposer is a party to an alternative dispute resolution system as provided for in Section 3201.5 of the Labor Code.
- **Ability to Obtain Payment and Performance Bonds.** Respondents shall provide a notarized letter from its sureties stating Respondent's total and per project bonding capacity, as well as its available bonding capacity of at least \$7 Million for the FEP Improvements Project. Sureties shall be authorized by law to do business in the State of California and must have an A.M. Best Rating of A:VIII or better. The surety must also be listed in the U.S. Department of Treasury's Circular 570. If the proposed Design-Build Entity is a joint venture, LLC, or partnership, Respondent shall identify which partner or member will be providing payment and performance bonds for the FEP Improvements Project.

- **Audited Financial Statements.** Provide audited financial statements for the proposed Design-Build Entity for the past three years and quarterly financial statements, certified by the chief financial officer, for the current year.

Except for audited financial statements, all information related to Respondent’s ability to meet minimum qualifications including completed questionnaire and requested letters and documents shall be included in Appendix B of Respondent’s SOQ. Audited Financial Statements shall be provided in a separate, sealed envelope.

7.4.3 Team Structure and Leadership, Experience Working Together, and Design-Build Experience

Section 1 of the SOQ shall include a detailed and complete description of the company proposed as the Design-Build Entity (The term “company” can refer to either a single entity, partnership or a joint venture). The Design-Builder information must include the following information:

- **General.** Provide general information about the proposed Design-Build Entity, such as lines of business and service offerings, locations of home and other offices, number of employees in California (professional and non-professional), years in business, and evidence of required licenses.
- **Legal Structure.** Identify how the proposed Design-Build Entity is organized; examples include as a corporation, limited liability company (LLC), general partnership, joint venture, limited partnership, or other form of legal entity.
 - As applicable, identify the owners of the Design-Build Entity (e.g., shareholders, members, partners, and the like) who hold an interest of ten percent or more.
 - Specifically address if there has been any change in ownership of the Design-Build entity at any time during the past three years (not required for corporations with publicly traded shares). If the proposed Design-Build Entity is a joint venture, LLC, or partnership, change in ownership information must be provided for each partner or member.
 - If the Design-Build Entity is a subsidiary, parent, holding company, or affiliate of another firm, include information about the other firm(s) if one firm owns 10 percent or more than the other or if an owner, partner, or officer of the Design-Build entity holds a similar position in another firm.
 - Identify if any owner, partner, or officer of the Design-Build Entity operated as a contractor under any other name or license number (not listed above) in the last five years and provide the applicable name and license number.
 - State whether or not any California State License held by the Design-Build Entity (or its Responsible Managing Employee or Responsible Managing Officer) has been suspended or revoked in the past five years. If the proposed Design-Build Entity is a joint venture, LLC, or partnership, this information must be provided for each partner or member.
 - State whether or not Design-Build Entity has changed names or license numbers in the last five years.
 - Submit a copy of the organization documents or agreement committing the Design-Build Entity to form the organization.

- **Office Location and Coordination.** Identify where the proposed Design-Build Entity intends to maintain its project office(s) and where the majority of the design work will be performed. Discuss how design work will be coordinated and which personnel, if any, will be located at SVCW offices during Stage 1.
- **Design-Builder’s Approach to Self-performance and Subcontracting.** Describe why Respondent has elected to include the identified team member firms in its SOQ. Generally, discuss how remaining work will be performed (identify various types of work as either self-performed or by subcontract) and generally how remaining subcontracted work will be procured.
- **Design-Build Experience.** Describe experience of team members (firms, Design-Build Manager, and other Key Individuals) working on design-build projects, including progressive design-build projects and design-build projects during which team members previously worked together.

Section 1 of the SOQ shall also provide information related to the composition, organization, and management of the DB Project Team as follows:

- Provide firm-level organization charts for Stage 1 and Stage 2 showing the reporting relationships and responsibilities of the Design-Build Entity and any other firms. Firm-level organization charts should show all firms on Respondent’s team that Respondent believes it is important for SVCW to consider in its short-listing decision, but at a minimum, must identify the following firms:
 - Design-Build Entity
 - Lead firm(s) that will serve as Engineer(s) of Record
 - Mechanical design firm, if different from lead firm.
 - Electrical design firm, if different from lead firm.
 - Firm that will serve as construction lead.
 - Firm that will serve as the electrical subcontractor, if different from construction lead.
- Provide individual-level organizational charts for Stage 1 and Stage 2 showing the reporting relationships and responsibilities of the Key Personnel listed below. Individual-level organization charts should show all individuals on Respondent’s team that Respondent believes it is important for SVCW to consider in its short-listing decision, but at a minimum, must identify the following Key Personnel. Multiple roles can be assumed by a single individual when it is appropriate to do so. Indicate availability for these Key Personnel in Stage 1 and Stage 2:
 - Design-Build Manager
 - Lead Design Manager
 - Hydraulics Engineer
 - Mechanical Design Lead
 - Electrical Design Lead
 - Project Coordinator with Owner O&M staff
 - Construction Superintendent

- Construction Project Manager
- QA/QC Manager
- Startup, Testing, Commissioning, and Acceptance Testing Lead
- Identify any other firms (subcontractors and subconsultants) included on the Project Team in addition to the Design-Build Entity and describe the scope of the Design-Builder entity and each firm’s services and responsibilities during Stage 1 and Stage 2 of the Project. The firm(s) serving as the Designer of Record and the Construction Contractor must be clearly identified.
- Provide brief biographical summaries (one-half page each) of Key Personnel, other summaries and matrices addressing the considerations identified in the discussion of the evaluation of *Team Structure and Leadership, Experience Working Together and Design-Build Experience* (Section 6.6.1). Summaries and matrices shall be supported by and refer to information included in resumes and project profiles.

In responding to this RFQ, the Respondent is committing that the Design-Builder and all other firms will use a skilled and trained workforce for completion of the work.

7.4.4 Collaboration with Owners

Section 2 of the SOQ shall provide information related to team experience collaborating successfully with owners to complete projects of similar scale and complexity to this Project. Experience summaries and matrices shall be provided addressing the issues identified in the discussion of the evaluation of this criterion. Provide information indicating which communication and coordination approaches methods were used to support collaborative efforts.

7.4.5 Design Experience and Qualifications

Section 3 of the SOQ shall provide information related to team design experience and qualifications. Provide summaries and matrices addressing the considerations identified in the discussion of the evaluation of *Relevant Design Qualifications and Experience* (Section 6.6.3). Summaries and matrices shall be supported by and refer to information included in resumes and project profiles.

7.4.6 Construction and Post-Construction Experience and Qualifications

Section 4 of the SOQ shall provide information related to team construction and post-construction experience and qualifications. Provide summaries and matrices addressing the considerations identified in the discussion of the evaluation of *Relevant Construction and Post-Construction Experience and Qualifications* (Section 6.6.4). Summaries and matrices shall be supported by and refer to information included in resumes and project profiles.

7.4.7 Reference Project Profiles

Appendix C of the SOQ shall include descriptions of at least 3 and no more than 5 reference projects to demonstrate relevant experience with wastewater pumping and treatment projects of similar size and complexity to this Project. To the maximum extent possible, the following types of Projects / facilities / services shall be included (note that a single project profile may serve to illustrate multiple areas of experience):

- Design-build and / or progressive-design build delivery of projects in a municipal water and wastewater treatment plant and / or pumping stations

- Construction of a project in a wastewater treatment plant that is of similar in complexity to the FEP Improvements Project
- Startup, commissioning, and Acceptance Testing

Individual project descriptions may be applied to any combination of the required experience categories as noted in Section 6.5 Minimum Qualification Requirements and Attachment B, e.g., a design-build project may be applied to both the design and construction experience categories.

Each project profile shall contain at least the following information:

- Name of owner
- Owner reference and contact information
- Role(s) of Respondent
- Contract value for 1) the total installed cost of the project, and 2) for the scope included in this description, if different
- Schedule for project, both planned and actual, including start and completion dates
- Description of the project showing relevance to this Project considering the evaluation criteria and considerations described in Section 6.6.
- Firms and Key Personnel that participated in project and are included in this SOQ, along with a clear description of the project role and responsibility of each
- Indicate which project references would be a good candidate(s) for SVCW to tour

In addition, a summary table should be provided to cross-reference the Project Team (firms and Key Personnel) with participation in the reference projects.

7.4.8 Resumes of Key Personnel

Appendix D of the SOQ shall include resumes for all Key Personnel (see Section 7.4.3) on the Project Team and for other individuals that Respondent believes are important to its SOQ. Resumes must be limited to two pages per individual and include:

- Academic and professional qualifications
- Professional registration (as applicable)
- Similar experience as it relates to the Project within the last 10 years and to the individual's specified role on the Project
- Past experience working as a collaborative team with owners and with other firms and individuals included in Respondent's DB Project team

7.4.9 SOQ Appendices (Excluded from the page limit)

Appendices to the SOQ shall include the following:

- **Appendix A:** The forms included in Attachment D of this RFQ must be completed and included as Appendix A of the SOQ.
- **Appendix B:** Completed Minimum Qualifications Questionnaire and supporting documentation. (Financial Statement provided in separate sealed envelope).
- **Appendix C:** Project Profiles

- **Appendix D:** Resumes
- **Appendix E:** Comments on Term Sheet and Risk Allocation Matrix (optional).

8. Limitations

8.1 General

This section sets forth SVCW rights and disclaimers, restrictions due to conflicts of interest, how SVCW will treat information considered by Respondents to be confidential and / or proprietary, protest procedures, and obligations of the Respondent and, once selected, the Design-Builder with respect to required documentation to funding sources and obligations to keep the Respondent's team intact throughout the procurement process.

8.2 SVCW Rights

In connection with this procurement, the SVCW reserves to itself all rights (which rights shall be exercisable by the SVCW in its sole discretion) available to it under the Public Contract Code and applicable law, including without limitation, the following, with or without cause and with or without notice:

1. Cancel, modify, or withdraw the RFQ or RFP, in whole or in part at any time prior to the execution of the Contract;
2. Issue a new RFQ or RFP, or modify dates set or projected in the RFQ or RFP;
3. Accept or reject any or all SOQs or Proposals, or information submitted related to an SOQ or Proposal;
4. Issue Addenda, supplements and modifications to the RFQ or RFP;
5. Modify the RFQ or RFP process with appropriate notice to Respondents and Proposers as applicable;
6. Solicit Best and Final Offers from all Proposers short-listed.
7. Appoint an Evaluation Committee and evaluation teams to review Proposals and to consider the advice and assistance of non-Authority experts in any subject matter in Proposal evaluation;
8. Approve or disapprove the use of subcontractor(s), substitutions of subcontractor(s), changes in Key Personnel, and any other changes in Proposer's SOQ as submitted to the SVCW;
9. Seek or obtain data from any source that has the potential to improve the understanding and evaluation of the SOQs or Proposals;
10. Revise and modify, at any time before the SOQ or Proposal Deadline, the factors it will consider in evaluating SOQs or Proposals and to otherwise revise or expand its evaluation methodology. If such revisions or modifications are made, the SVCW shall circulate an addendum to all Respondents/Proposers setting forth the changes to the evaluation criteria or methodology. The SVCW may extend the SOQ or Proposal Deadline if such changes are deemed by SVCW, in its sole discretion, to be material and substantive;

11. Conduct interviews and/or discussions with Respondents and short-listed Proposers;
12. Waive any weaknesses, informalities, irregularities, or omissions in a Proposal, permit corrections, and seek and receive clarifications to a Proposal;
13. Disqualify any Proposer that changes its organization or other information included in the SOQ that was submitted to the SVCW, without SVCW written approval;
14. Hold the Proposals under consideration for the maximum duration of the proposal validity period specified in the RFP, or longer if there is a mutual agreement to extend the proposal validity period;
15. Award the Contract, with or without negotiations, to the Proposer determined by the SVCW to have offered the Best Value to the SVCW based on the Proposer's initial Proposal or BAFO Proposal;
16. Disclose information contained in the SOQs or Proposals to the public as required by law and as described in Section 9.6 of this RFQ and the RFP;
17. Not issue a Notice to Proceed after execution of the Contract if specific contractual requirements are not met by the Contractor;
18. Terminate evaluations of Proposals received at any time;
19. Require confirmation of information furnished by a Proposer, require additional information from a Proposer concerning its SOQ or Proposal, or require additional evidence of qualifications to perform the work described in this RFQ or RFP;
20. Contact and ask questions of contact persons identified in Proposals regarding a proposed key person's qualifications for the proposed role or regarding information provided for referenced projects, all as represented in the Proposal;
21. Accept other than the lowest Price Proposal as the Best Value Proposal;
22. Short-list, hold discussions and/or request BAFOs;
23. Approve or disapprove changes to the Proposer Teams;
24. Add or delete Contract work;
25. Negotiate with one or more Proposers concerning its Proposal; Contract terms, conditions and scope; and/or as necessary for SVCW to meet budget;
26. Suspend and/or terminate negotiations at any time, elect not to commence negotiations with any Proposer and engage in negotiations with other than the highest ranked Proposer if negotiations with the highest ranked Proposer prove to be unsuccessful;
27. Retain ownership of all Proposals and materials submitted in hard-copy and/or electronic format, except for escrowed proposal documents (if requested);
28. Exercise any other right reserved or afforded to the SVCW under this RFP; and
29. Reject or refuse to consider a submitted Proposal if such refusal or rejection is based upon, but not limited to, any of the following:
 - a. Failure on the part of a Principal Participant to pay, satisfactorily settle, or provide security for the payment of claims for labor, equipment, material, supplies, or services legally due on previous or ongoing contracts;

- b. Submittal by the Proposer of more than one Proposal for the same work under the Proposer's own name or under a different name;
- c. Participation by a Principal Participant in more than one Proposal in response to this RFP;
- d. Evidence of collusion between a prospective Proposer, any Principal Participant or Lead Designer and other Proposers, Principal Participants or Lead Designers in the preparation of a Statement of Qualifications in response to the RFQ, an RFP Proposal, or any pricing for the Project;
- e. Uncompleted work or default on a contract for which the prospective Proposer or a Principal Participant is responsible which, in the judgment of the SVCW, might reasonably be determined to hinder or prevent the prompt completion of work on this Contract if awarded;
- f. Existence of a notice of debarment or suspension in any jurisdiction;
- g. Evidence of inadequate financial resources to ensure successful completion of all work under this Contract;
- h. Failure to obtain required bonds or specified insurance for this Project;
- i. Proposer refusal to further negotiate pricing, or Contract terms and conditions, in advance of execution of the Contract;
- j. Evidence of Proposer or Principal Participant noncompliance with any federal, state or local laws or regulations; or
- k. By virtue of the SVCW exercising any other right reserved or afforded to the SVCW under this RFP or under the Public Contract Code and applicable law.

8.3 SVCW Disclaimers

In issuing this RFQ and RFP and undertaking the procurement process specified herein, SVCW disclaims the following:

1. Any liability or commitment to provide sales tax or other revenues to assist in carrying out any and all phases of the Contract.
2. Any obligation, responsibility or liability, fiscal or otherwise, to reimburse a Proposer for all or part of the costs incurred or allegedly incurred by parties considering a response to and/or in responding to the RFQ or RFP.
3. Any obligation to Award the Contract to the Proposer submitting the lowest priced Proposal
4. Any obligation to Award the Contract. The District makes no representation that the Contract will be awarded to any Proposer responding to this RFP.
5. Any contractual obligation or liability for, any obligations with respect to the Project until such time (if at all) as a contract, in form and substance satisfactory to the SVCW, has been authorized and executed.

The Proposer acknowledges that, by submitting an SOQ or Proposal in response to the RFQ or RFP, it accepts these disclaimers and waives any right whatsoever to legally challenge or protest any SVCW's actions that exercise these disclaimers.

8.4 Conflicts of Interest

Each Respondent, and their respective team members, subcontractors and subconsultants must comply with SVCW's Organizational Conflict of Interest Policy for Design-Build Projects, which is included with this RFQ as Attachment E.

8.5 Obligations regarding WIFIA Compliance

WIFIA program accelerates investment in our wastewater infrastructure by providing long-term, low-cost, supplemental credit assistance under customized terms to creditworthy water and wastewater projects of national and regional significance.

Design-Builders shall be required to meet requirements of SVCW's funding sources. The WIFIA loan program includes specific requirements for projects that will be required to be met by the Design-Builder. These include:

- Disadvantaged Business Enterprise "Good Faith" effort and reporting of DBE utilization
- Davis-Bacon prevailing wage requirements or California prevailing wage requirements if they exceed Davis-Bacon requirements
- American Iron and Steel requirements (unless waiver is obtained)
- The provisions of Build America, Buy America (BABA) are not applicable to this WIFIA loan.

8.6 Proprietary and Confidential Information

All SOQs submitted in response to this RFQ become property of SVCW and will be kept confidential until a recommendation for award of a contract has been announced. Thereafter, except for financial statements, SOQs are subject to public inspection and disclosure under the California Public Records Act. (Government Code Section 6250 et seq.) Therefore, unless the information is exempt from disclosure by law, the content of any SOQ, or related submission, between SVCW and any Respondent regarding the procurement, shall be available to the public.

If a Respondent believes any portion of its SOQ or related communication contains trade secrets or other proprietary information that the Respondent believes would cause substantial injury to the Respondent's competitive position if disclosed, the Respondent may request that SVCW withhold from disclosure the proprietary information by marking each page containing such proprietary information as confidential. By submitting a SOQ with portions marked —confidential, a Respondent represents it has determined such portions qualify for exemption from disclosure under the California Public Records Act. A Respondent may not designate its entire SOQ as confidential. SVCW will not honor such designations and will disclose submittals so designated to the public. The foregoing statement does not impact the fact that SVCW will treat Proposals as confidential during the RFP evaluation and selection process.

If a Respondent requests that SVCW withhold from disclosure information identified as confidential, and SVCW complies with the Respondent's request, Respondent shall assume all responsibility for any challenges resulting from the non-disclosure, indemnify and hold harmless SVCW from and against all damages (including but not limited to attorneys' fees that may be awarded to the party requesting the Respondent information), and pay any and all costs and expenses related to the withholding of Respondent information. Respondent shall not make a claim, sue, or maintain any legal action against SVCW or its directors, officers, employees, or agents concerning the withholding from disclosure of Respondent information. If Respondent does not request that SVCW withhold

from disclosure information identified as confidential, SVCW shall have no obligation to withhold the information from disclosure and may release the information sought without any liability to SVCW.

8.7 Obligation to Keep Project Team Intact

Respondents are advised that all firms and Key personnel identified in the SOQ shall remain on the Project Team for the duration of the procurement process and execution of the Project. (The anticipated dates for award of the PDB Contract and for completion of the Project are set forth in Section 3.7 of this RFQ.) If extraordinary circumstances require a change, it must be submitted in writing to the Owner Contract, who, at his or her sole discretion, will determine whether to authorize a change, recognizing that certain circumstances (such as termination of employment) may occur that are beyond the Design-Builder's control. Unauthorized changes to the Project Team at any time during the procurement process may result in elimination of the Respondent from further consideration.

8.8 Appeal

SVCW will entertain appeals regarding this RFQ process only as set forth in this Section.

8.8.1 Appeals Prior to SOQ Submittal Date

Appeals may be based upon restrictive requirements or alleged improprieties in the RFQ that are apparent or reasonably should have been discovered prior to SVCW's receipt of SOQs. Such appeals shall be filed in writing with the Owner's Representative, at least fourteen calendar days prior to SVCW's receipt of SOQ. The appeal must clearly specify in writing the grounds and evidence on which the appeal is based.

8.8.2 Appeals After Short-listing

Appeals may also be based upon alleged improprieties that are not apparent in the RFQ or that could not reasonably have been discovered prior to SVCW's receipt of the SOQs. Such appeals are limited to procedural errors in the RFQ process. The appeal must clearly specify in writing the grounds and evidence on which the appeal is based. Such appeals must be submitted in writing to the Owner's Representative within three working days from receipt of the shortlist announcement.

In order to prevail on an appeal based on alleged improprieties not apparent in the RFQ, a Respondent must demonstrate that an error was prejudicial to the Respondent's effort to become short-listed for participation in this Project. In other words, in order to prevail, the Respondent must demonstrate that but for SVCW's error, the Respondent would have been short-listed.

8.8.3 No Appeals of Substantive Scores

SVCW will not entertain appeals regarding, or reconsider, substantive scores or determinations made in the evaluation process.

8.8.4 SVCW Response to Appeals

SVCW will respond to an appeal in writing within seven calendar days of receipt, and SVCW's determination shall be final.

8.8.5 Sole Appeal Procedures

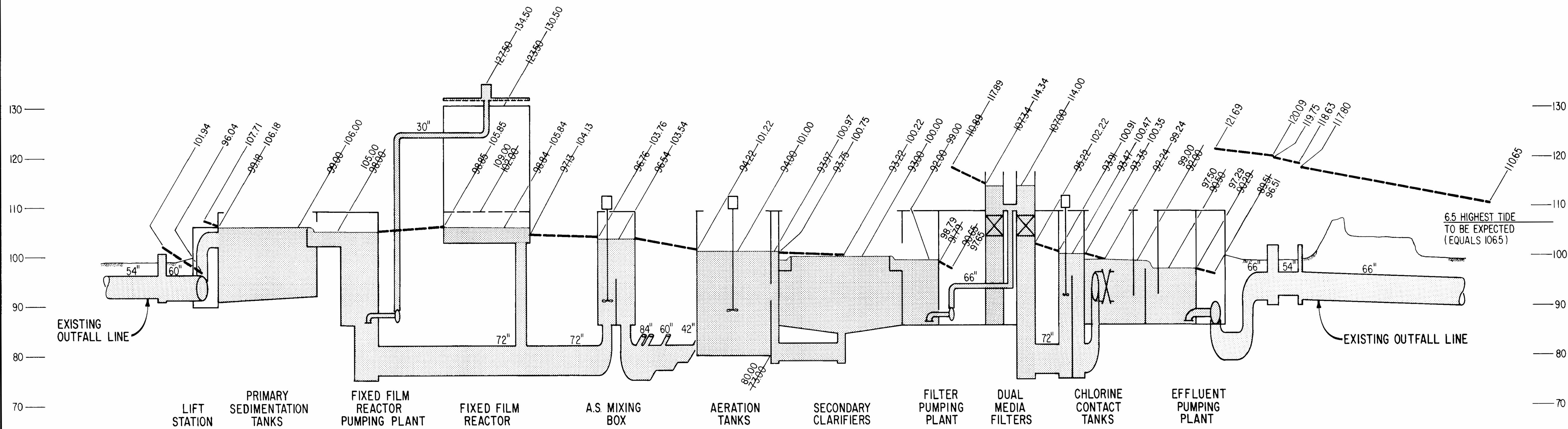
The appeal procedures summarized in this Section comprise the sole appeal procedures for this RFQ. An Offeror's failure to comply with the procedures set forth herein will likely result, at the sole discretion of SVCW, in rejection of the appeal.

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Attachment A: List of Project Background Documents

As-built Drawings pertaining to the Final Effluent Pump Station

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Record Drawing

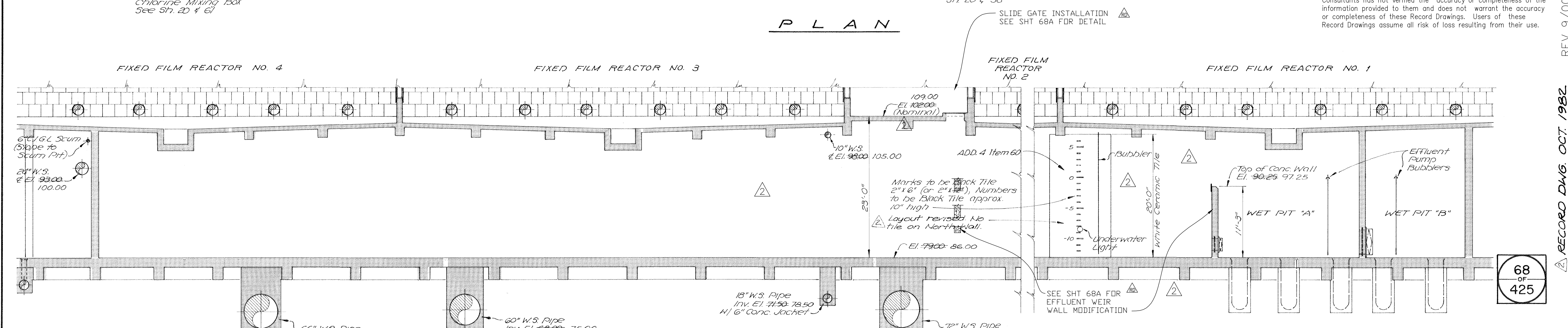
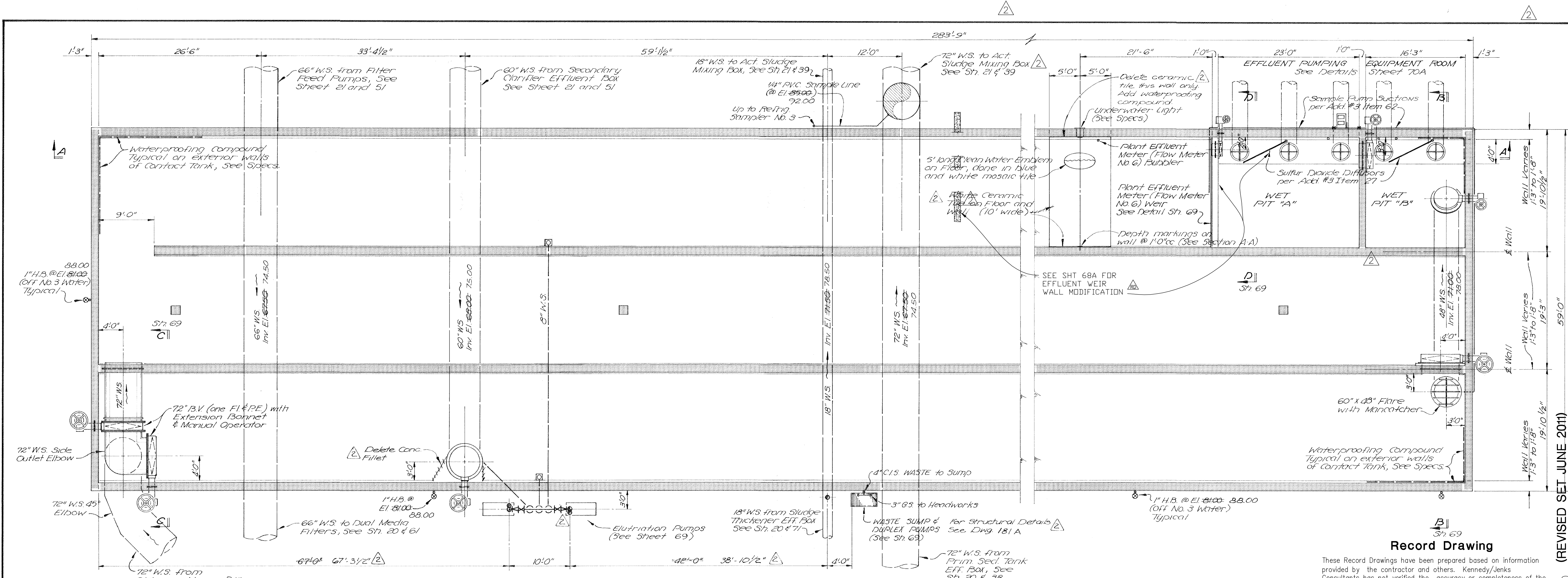
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RECORD DWGS. OCT. 1982

Rev. No.	Date	Remarks
1	MAY 77	RAISE STRUCT. 70'

SUBMITTED		SOUTH BAYSIDE SYSTEM AUTHORITY	
JENKS & HARRISON		SAN MATEO COUNTY, CALIFORNIA	
APPROVED		SUBREGIONAL WASTEWATER WORKS	
REDWOOD CITY		WASTEWATER TREATMENT PLANT	
APPROVED		HYDRAULIC PROFILE	
SAN CARLOS		JENKS & HARRISON	
APPROVED		CONSULTING SANITARY & CIVIL ENGINEERS	
BELMONT		Drawn by: L.L.K.	Scale: NONE
APPROVED		Des/Chkd by: BMW	Date: DEC. 1977
MENLO PARK S.D.			



NOTE:
 1. DMF BYPASS HYDRAULICS - EFFLUENT WEIR WALL MODIFICATIONS REFER TO KJ PROJECT 965061.43

Rev. No.	Date	Remarks
1	MAY '79	RAISE STRUCT 70'
	JUN '03	REC DWG K/J PROJ #965061.43 & 975061.07
	SEPT 00	RECORD DWG REVISION

SUBMITTED JENKS & HARRISON DATE		SOUTH BAYSIDE SYSTEM AUTHORITY SAN MATEO COUNTY, CALIFORNIA	
APPROVED		SUBREGIONAL WASTEWATER WORKS	
REDWOOD CITY DATE		MAIN STRUCTURE-PIPEWORK & EQUIPMENT	
APPROVED		CHLORINE CONTACT TANK	
SAN CARLOS DATE		PLAN AND SECTION	
APPROVED		JENKS & HARRISON CONSULTING SANITARY & CIVIL ENGINEERS	
BELMONT DATE		Drawn by: L.L.K. DIP	Scale: 1/8" = 1'-0"
APPROVED		Des/Chkd by: DAB	Date: DEC. 1977
MENLO PARK S.D. DATE			

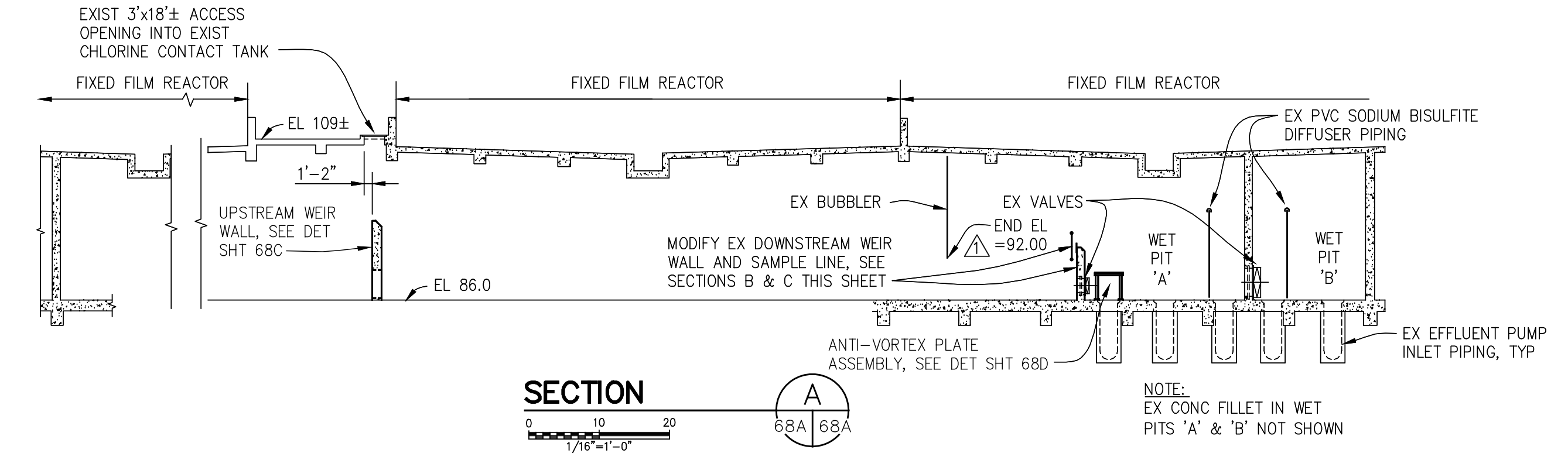
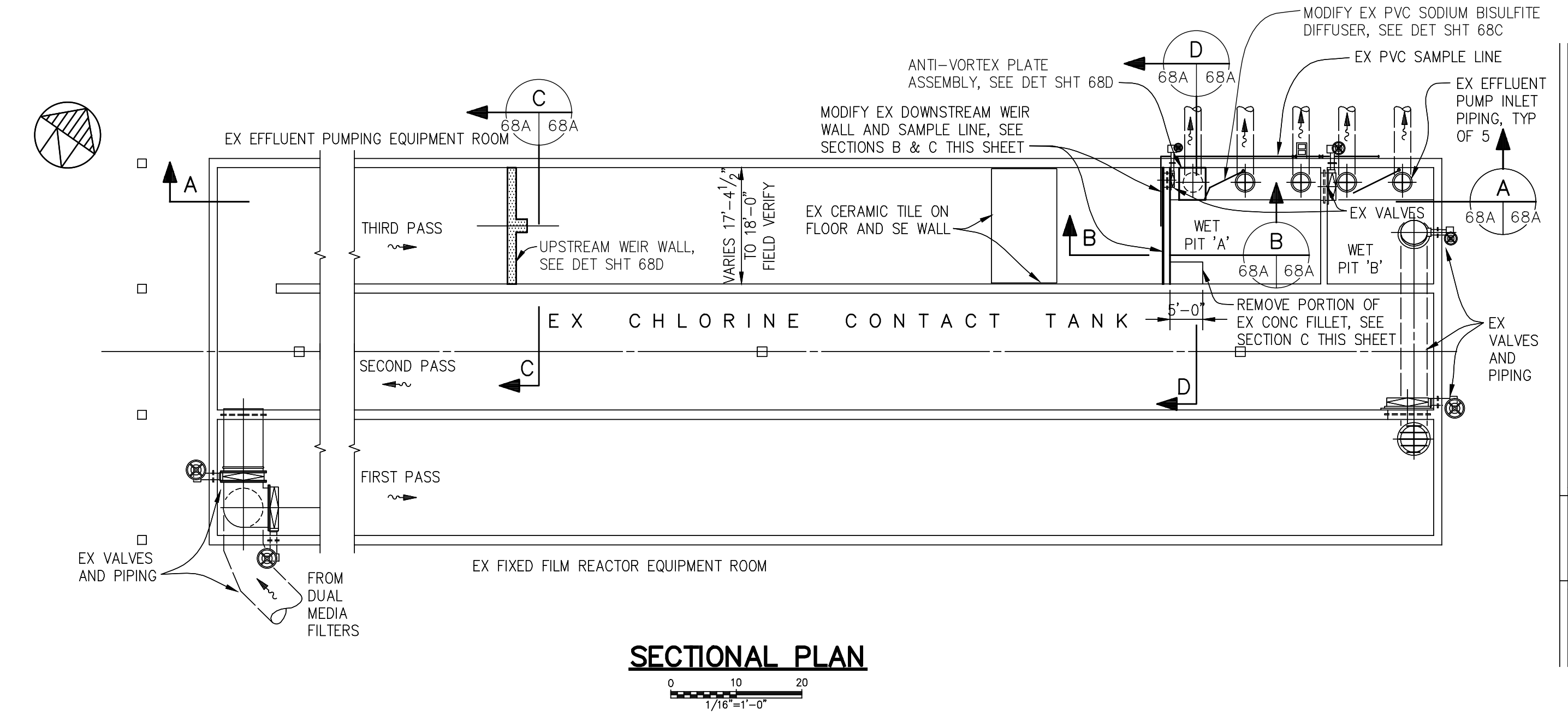
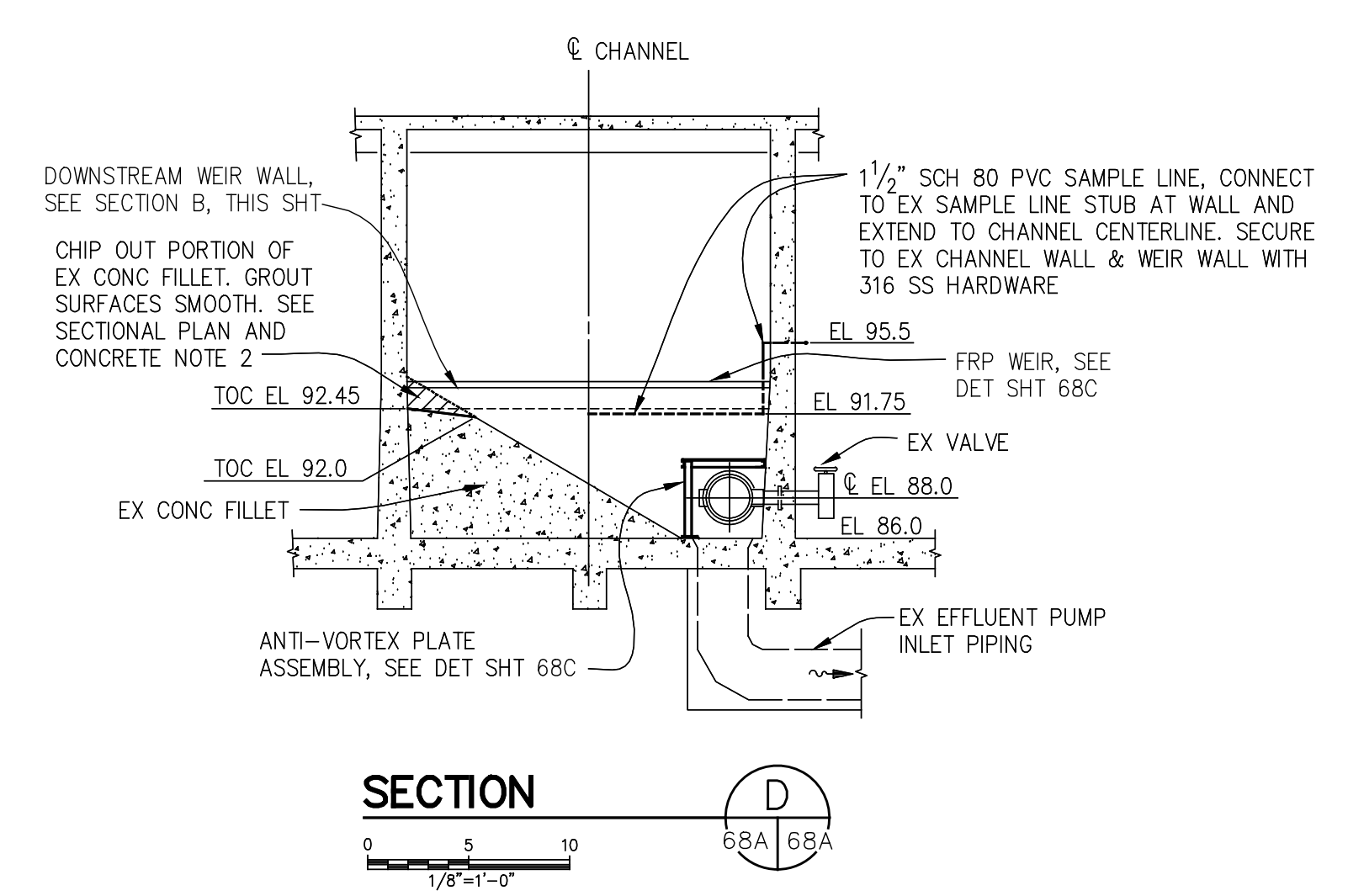
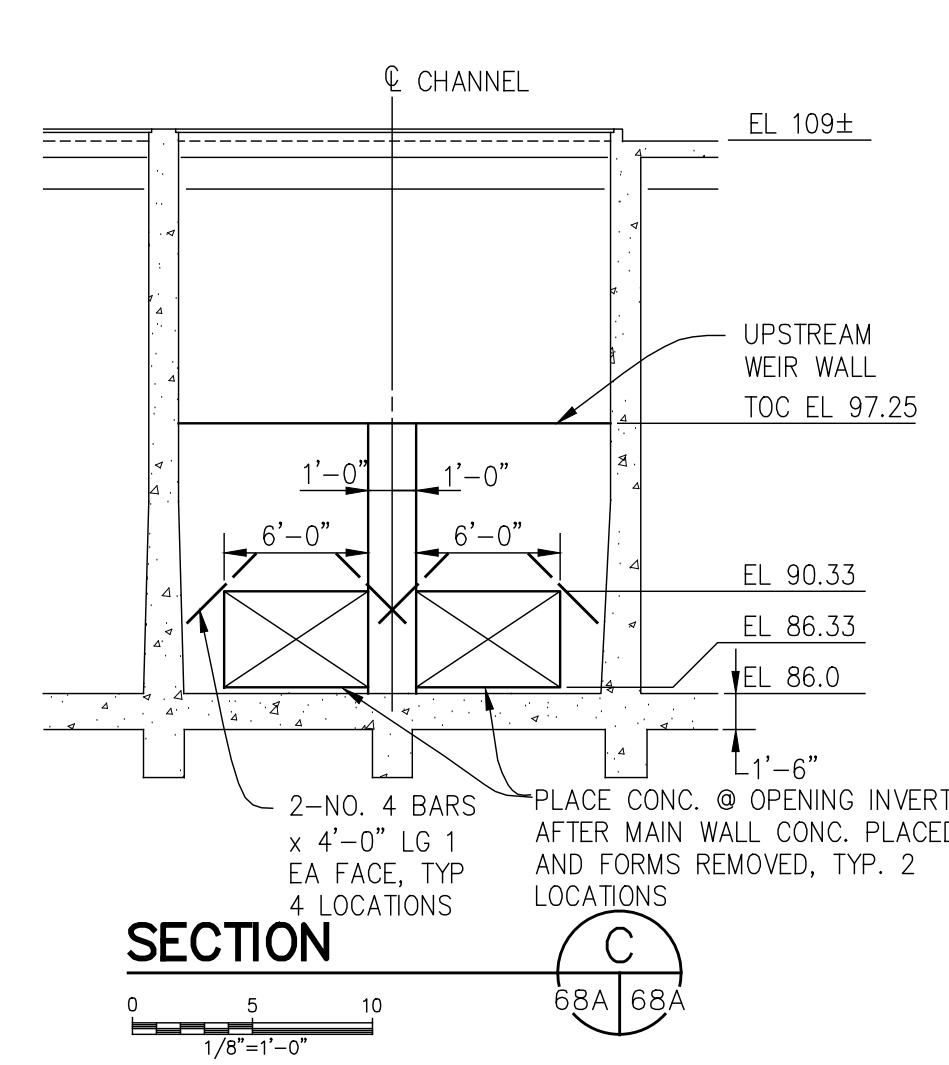
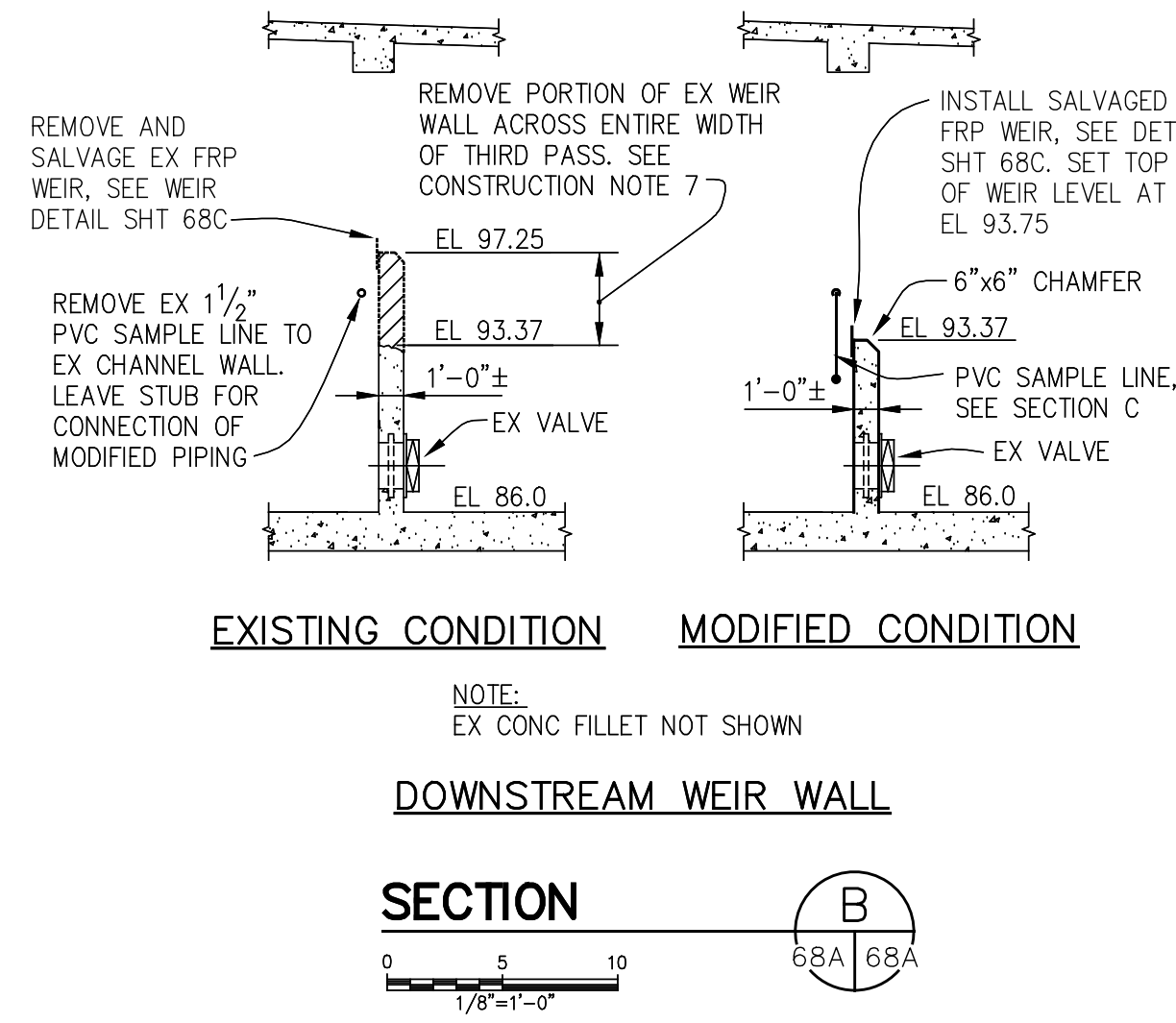
RECORD DWG. OCT. 1982. REV 9/00 (REVISED SET JUNE 2011)

CONSTRUCTION NOTES

- ACCESS INTO THE CHLORINE CONTACT TANK FOR ALL CONSTRUCTION RELATED ACTIVITIES IS LIMITED TO EXISTING ACCESS WAYS IN THE CONCRETE SLAB LOCATED ABOVE THE CHLORINE CONTACT TANK AS SHOWN ON THE DECK PLAN ON SHEET 34.
- THE CONTRACTOR SHALL TAKE CARE TO PROTECT ALL EXISTING EQUIPMENT AND FACILITIES AGAINST DAMAGE DUE TO HIS OPERATIONS. THE CONTRACTOR SHALL NOTE THAT PARTICULAR CARE SHALL BE TAKEN TO PROTECT THE EXISTING CERAMIC TILE LOCATED ON THE FLOOR AND SE WALL OF THE THIRD PASS OF THE CHLORINE CONTACT TANK. IN ADDITION, PARTICULAR CARE SHALL BE TAKEN TO PREVENT ANYTHING FROM ENTERING THE PUMP INLET PIPING LOCATED IN WET PIT 'A'. THE CONTRACTOR SHALL TAKE POSITIVE MEASURES TO PROTECT THESE TWO AREAS PRIOR TO THE START OF WORK IN THESE AREAS.
- PORTIONS OF THE CHLORINE CONTACT TANK WILL REMAIN IN SERVICE THROUGHOUT THE DURATION OF THIS PROJECT. THE SECOND AND THIRD PASSES OF THE CHLORINE CONTACT TANK PLUS WET PIT 'A' WILL BE TAKEN OUT OF SERVICE AND DEWATERED BY SBSA TO ALLOW CONSTRUCTION OF THE IMPROVEMENTS SHOWN ON THESE DRAWINGS. HOWEVER, THE FIRST PASS AND WET PIT 'B' WILL REMAIN IN CONTINUOUS SERVICE.
- THE CONTRACTOR SHALL NOTE THAT IN THE EVENT OF AN EMERGENCY, SBSA MAY NEED TO PLACE THE SECOND AND THIRD PASSES OF THE CHLORINE CONTACT TANK PLUS WET PIT 'A' INTO SERVICE. THEREFORE, THE CONTRACTOR SHALL REMOVE ALL CONSTRUCTION RELATED EQUIPMENT, MATERIALS, DEBRIS, RUBBLE, TOOLS, ETC. THAT ARE NOT SECURED IN PLACE FROM THE CHLORINE CONTACT TANK AT THE END OF EACH DAY. COSTS TO PERFORM THIS WORK SHALL BE INCLUDED IN THE CONTRACTOR'S BID.
- IN THE EVENT OF THE REQUIRED EMERGENCY USE OF THE CHLORINE CONTACT TANK DURING THE CONTRACTOR'S WORKING HOURS, WHEN GIVEN NOTICE BY SBSA, THE CONTRACTOR SHALL REMOVE ALL CONSTRUCTION RELATED EQUIPMENT, MATERIALS, DEBRIS, RUBBLE, TOOLS, ETC. FROM THE CHLORINE CONTACT TANK THAT ARE NOT SECURED IN PLACE WITHIN 2 HOURS AFTER RECEIVING NOTICE OF THE REQUIRED EMERGENCY USE OF THE CHLORINE CONTACT TANK FROM SBSA. CONTRACTOR'S EXTRA COSTS NECESSARY TO ADDRESS THIS TYPE OF EMERGENCY USE, AS ORDERED BY THE CONSTRUCTION MANAGER, WILL BE COMPENSATED FOR BY CHANGE ORDER.
- A SMALL AREA, EITHER ON THE CONCRETE SLAB LOCATED ABOVE THE CHLORINE CONTACT TANK OR IN THE PARKING AREA ADJACENT TO THE NE END OF THE CHLORINE CONTACT TANK, CAN BE MADE AVAILABLE FOR THE CONTRACTOR'S USE AS A STAGING AND STORAGE AREA DURING THE COURSE OF CONSTRUCTION. THE CONSTRUCTION MANAGER WILL DESIGNATE THE SIZE AND LOCATION OF THE AREA DURING THE PRE-CONSTRUCTION CONFERENCE.
- THE UPPER PORTION OF THE DOWNSTREAM WEIR WALL SHALL BE REMOVED BY SAWCUTTING ALONG THE REQUIRED LIMITS OF REMOVAL TO THE GREATEST EXTENT POSSIBLE. ALL SURFACES ALONG THE LIMITS OF REMOVAL THAT CANNOT BE SAWCUT SHALL BE CHIPPED TO THE REQUIRED LIMITS OF REMOVAL, ABRASIVE OR WATER BLASTED, AND GROUTED SMOOTH. AN EPOXY ADHESIVE COMPOUND SHALL BE APPLIED TO THE CHIPPED SURFACES PRIOR TO GROUT PLACEMENT. GROUT SHALL BE PLACED PRIOR TO EPOXY SETTING. SEE CONCRETE NOTE 4.
- THE CONTRACTOR SHALL VERIFY ALL FEATURES (INCLUDING DIMENSIONS) OF THE EXISTING FACILITIES AT THE JOB SITE PRIOR TO THE FABRICATION OR CONSTRUCTION REQUIRED BY THE ALTERATIONS AND ADDITIONS INDICATED.
- THE DESIGN AND CONSTRUCTION OF THIS PROJECT SHALL CONFORM TO THE REQUIREMENTS OF THE LATEST EDITION OF THE UNIFORM BUILDING CODE AND ALL OTHER APPLICABLE CODES.

CONCRETE NOTES

- THE COMPRESSIVE STRENGTH, f_c , OF ALL CONCRETE PLACED AS A PART OF THIS PROJECT SHALL BE 3500 PSI.
- SURFACES OF EXISTING CONCRETE AT THE JUNCTIONS OF NEW AND EXISTING CONCRETE SHALL BE PREPARED BY WATER BLASTING, CHIPPING, BUSH HAMMERING, GRINDING, OR OTHER MEANS AS NECESSARY TO REMOVE ALL COATINGS, DETERIORATED OR LOOSE CONCRETE, AND OTHER CONTAMINANTS TO EXPOSE A CLEAN, SOLID, AND ROUGHENED SURFACE WITH EXPOSED AGGREGATE.
- CHAMFER ALL EXPOSED EDGES OF CONCRETE 3/4 INCH, UNLESS OTHERWISE NOTED.
- UNLESS OTHERWISE NOTED, IN ALL AREAS WHERE THE REMOVAL OF AN EXISTING SECTION OF CONCRETE EXPOSES REINFORCING EMBEDDED IN A SECTION OF CONCRETE DESIGNATED TO REMAIN, THE CONTRACTOR SHALL CUT THE EXPOSED REINFORCING AT A POINT 1-1/2 INCHES BELOW THE SURFACE OF THE SECTION OF CONCRETE TO REMAIN BY CHIPPING THE CONCRETE FROM AROUND THE REINFORCING. ONCE THE REINFORCING IS CUT, THE CHIPPED AREA SHALL BE REPAIRED BY APPLYING AN EPOXY ADHESIVE COMPOUND TO THE CUT REINFORCING AND CHIPPED CONCRETE SURFACE AND FILLING THE CHIPPED AREA FLUSH WITH THE SURROUNDING CONCRETE WITH CEMENT MORTAR.
- CONCRETE COVER FOR REINFORCING INSTALLED AROUND THE PERIMETER OF THE TWO OPENINGS IN THE UPSTREAM WEIR WALL SHALL BE 2" ± 1/4".



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Record Drawing

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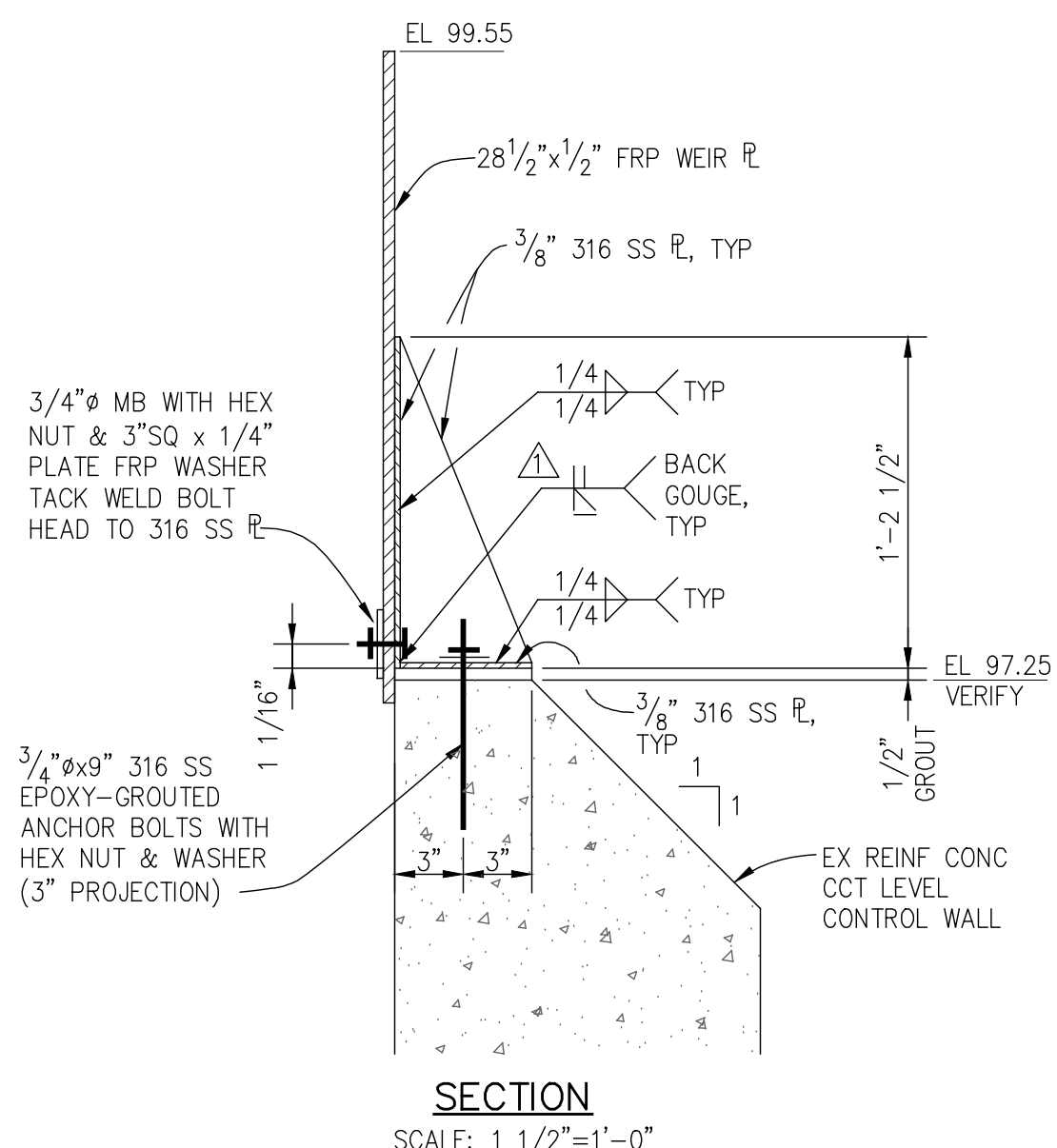
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APPROVED	XXX	XXX
	REDWOOD CITY	DATE
APPROVED	XXX	XXX
	SAN CARLOS	DATE
APPROVED	XXX	XXX
	BELMONT	DATE
APPROVED	XXX	XXX
	MENLO PARK S.D.	DATE

SOUTH BAYSIDE SYSTEM AUTHORITY SAN MATEO COUNTY, CALIFORNIA	
SUBREGIONAL WASTEWATER WORKS	
MAIN STRUCTURE-PIPEWORK & EQUIPMENT CCT & DMF BYPASS HYDRAULICS EFFLUENT WEIR WALL MODIFICATION	
Kennedy/Jenks Consultants PALO ALTO, CALIFORNIA	
Drawing by: XXX	Scale: AS NOTED
Des/Chkd by: JKC/MEJ	Date: XXX

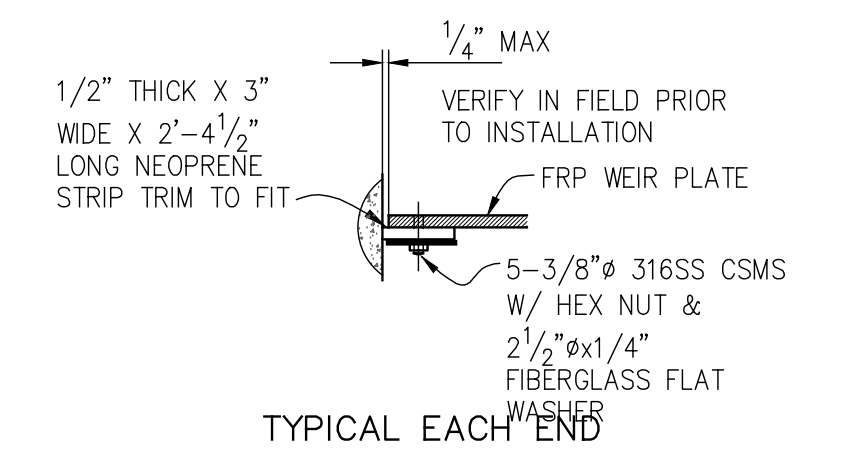
USE OF DOCUMENTS	RECORD DRAWING	SCALES
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RD NO.	REMARKS	DATE

RD NO.	REMARKS	DATE	BY

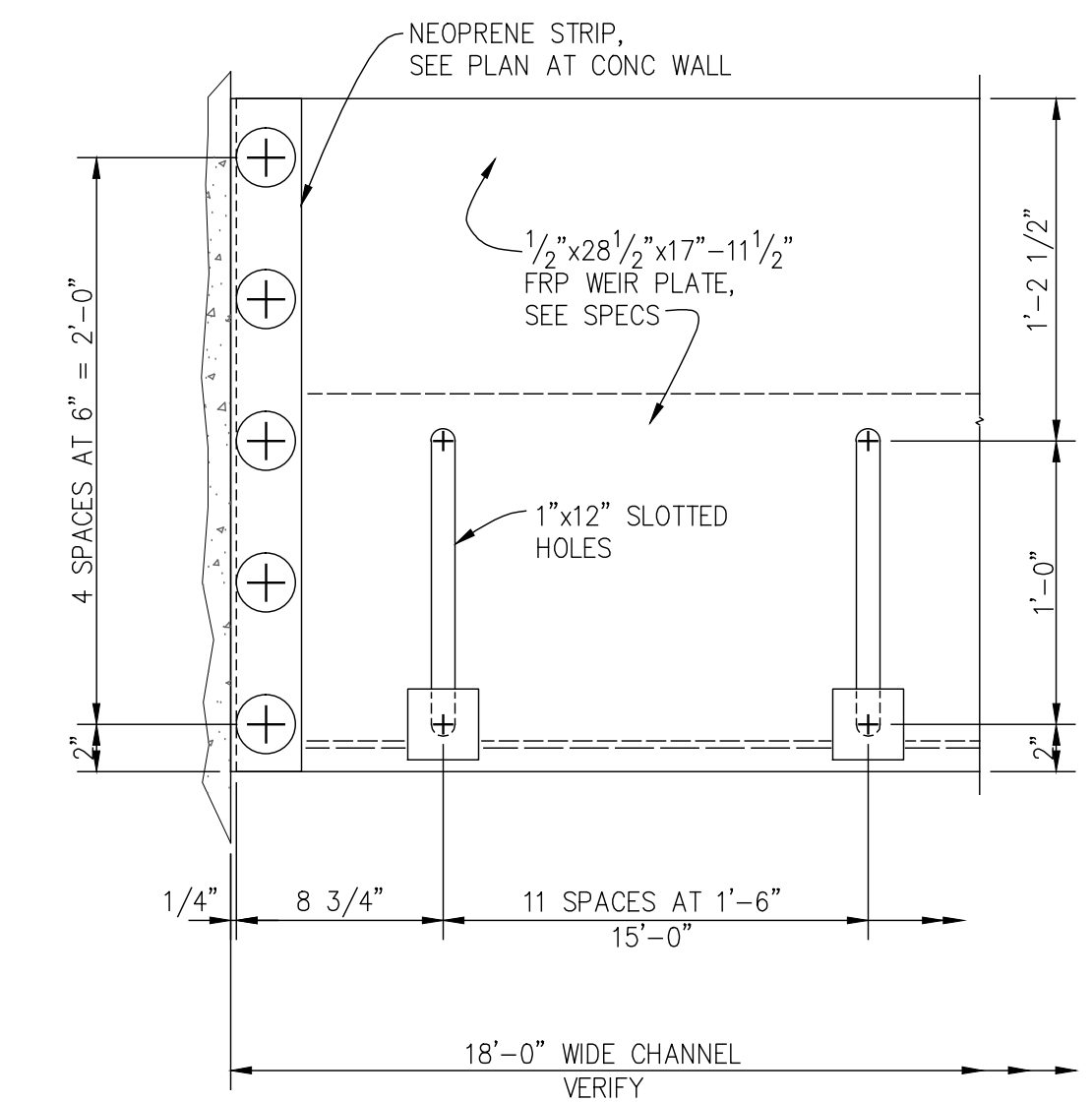
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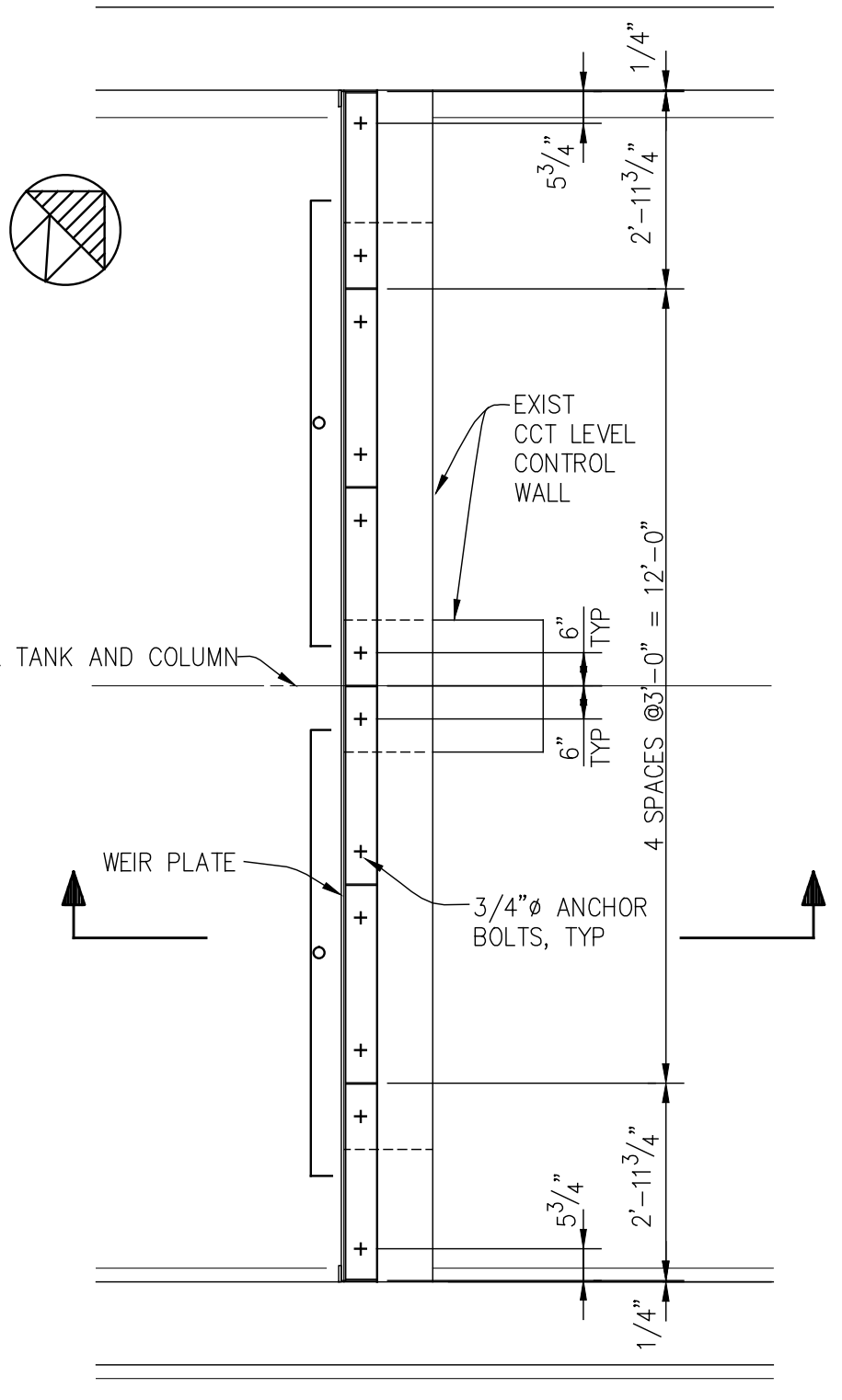


PLAN AT CONCRETE WALL
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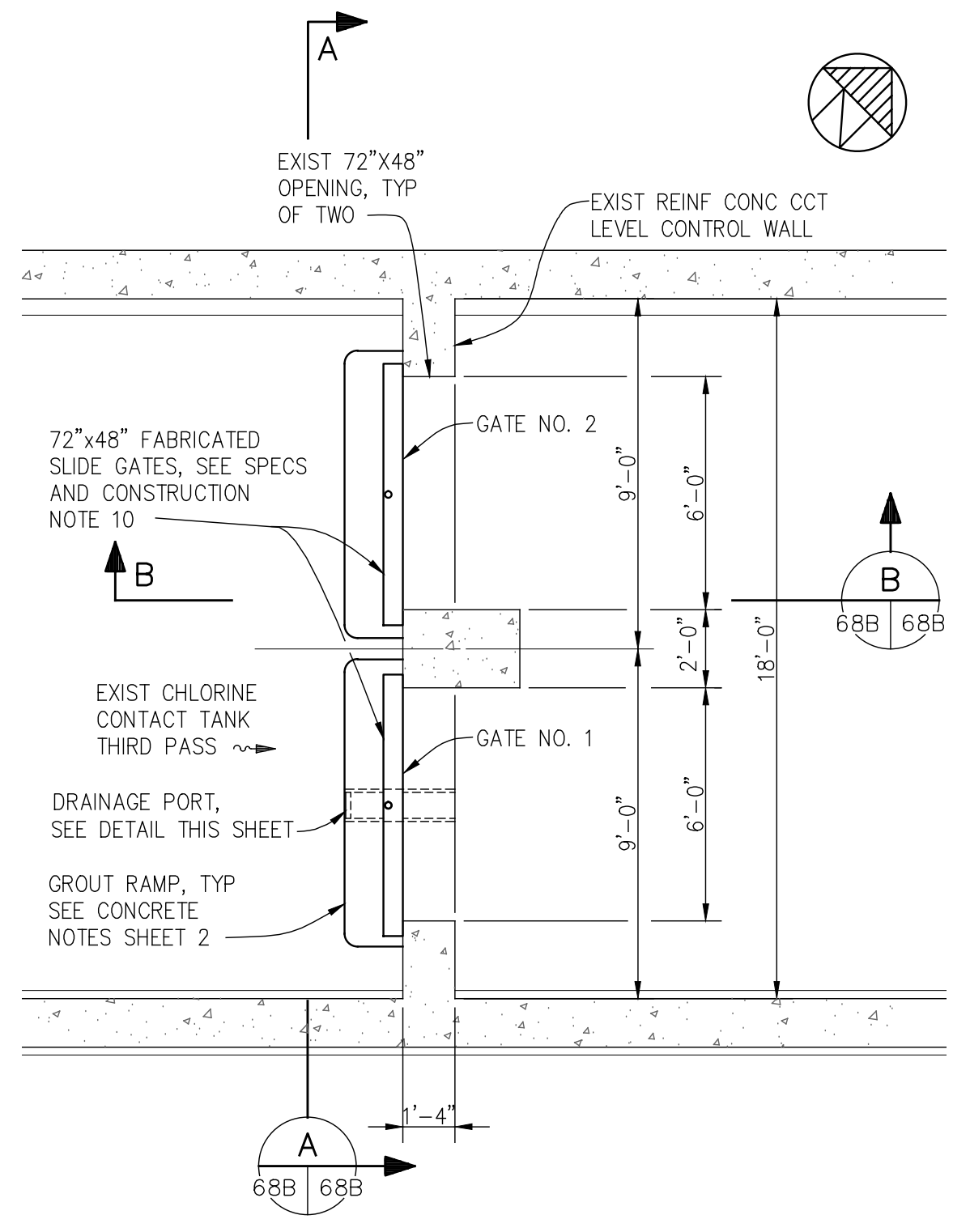


ELEVATION
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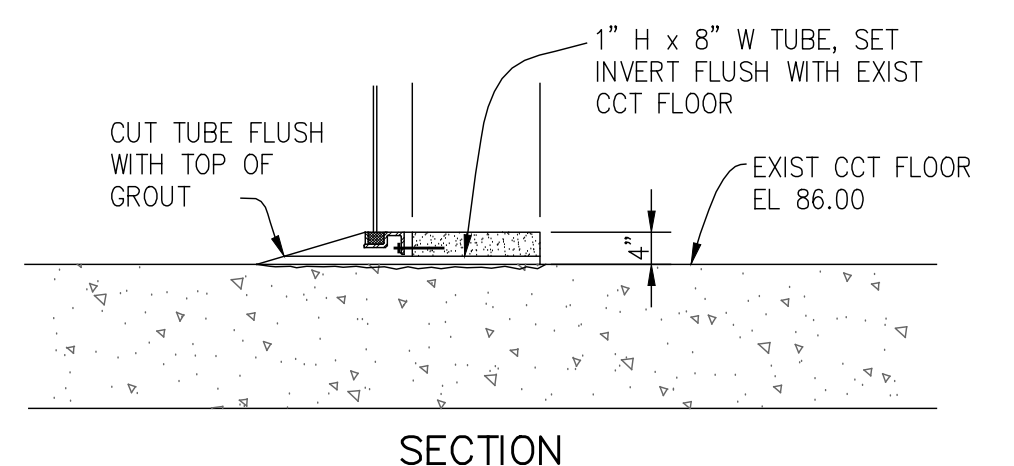
WEIR PLATE DETAIL



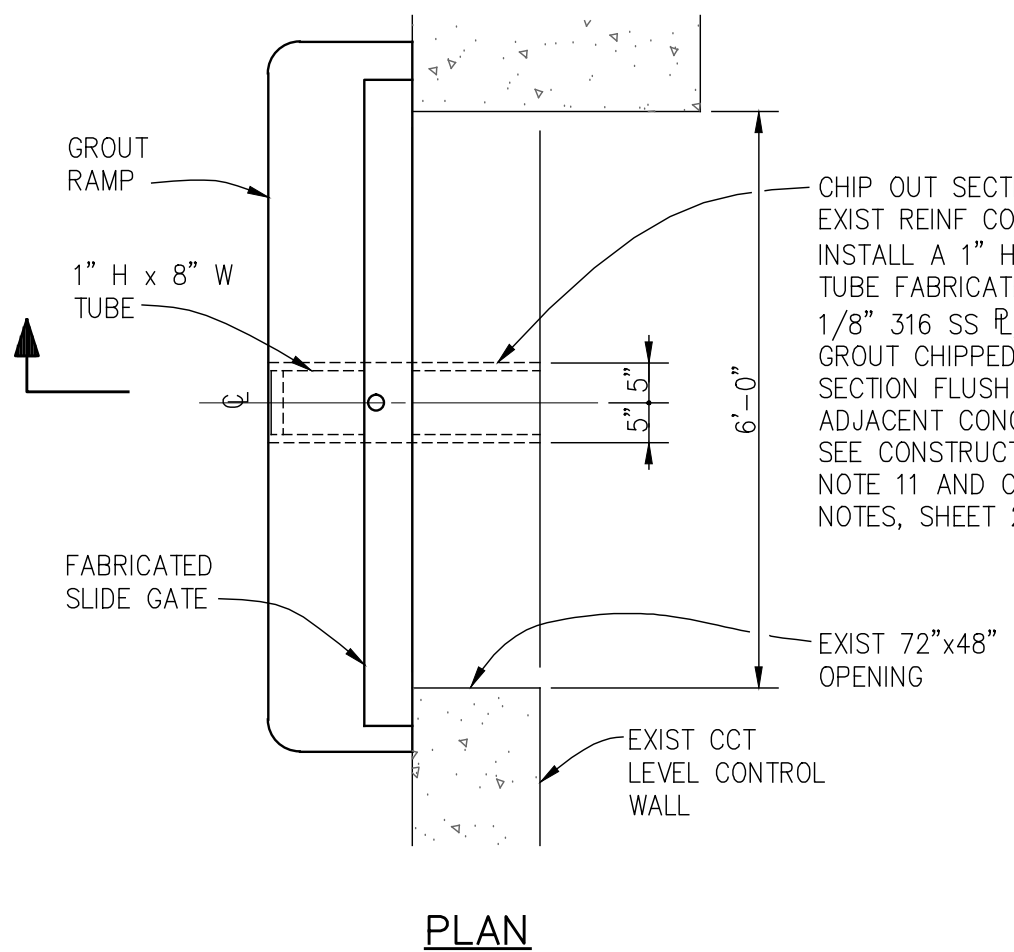
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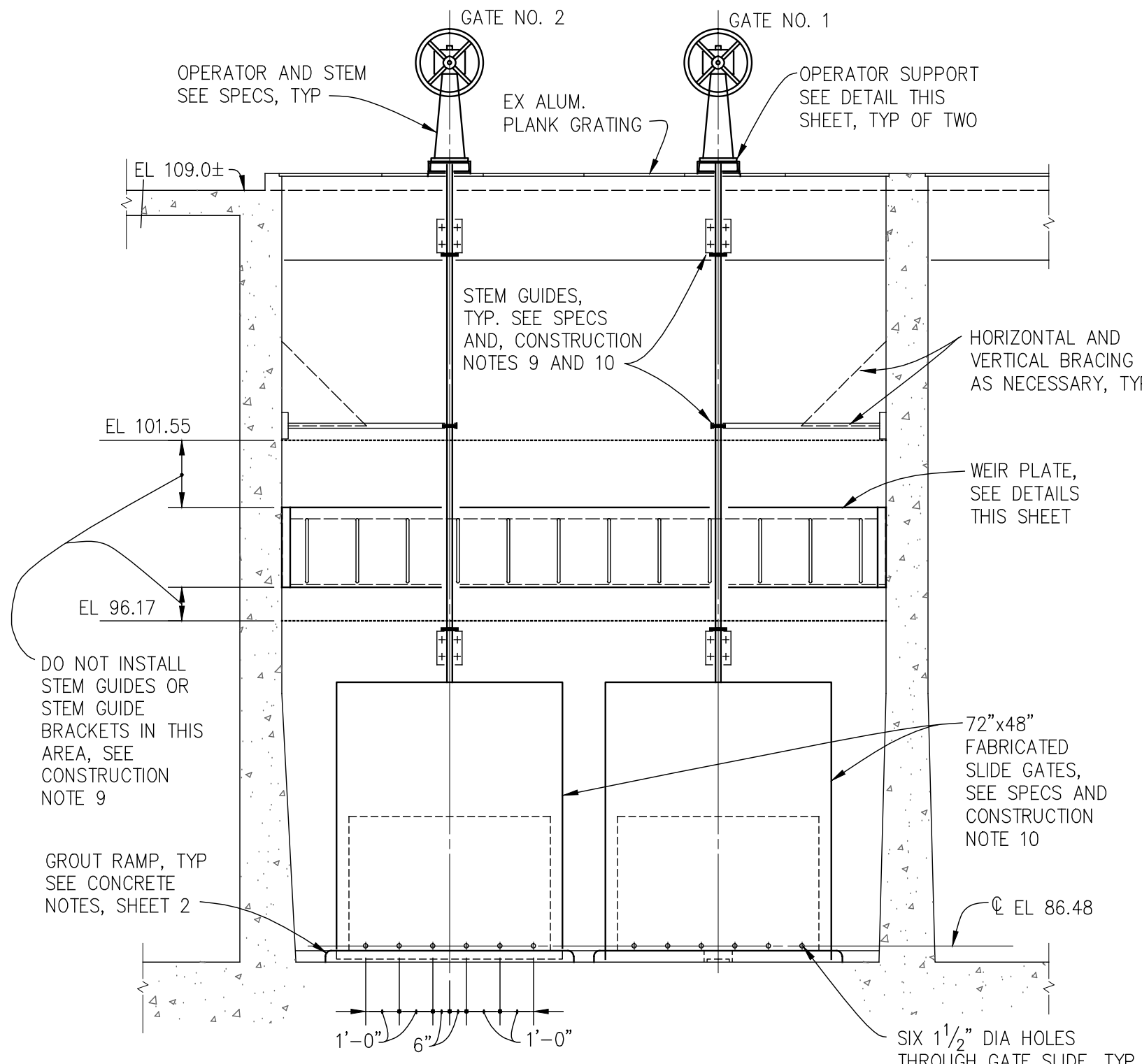
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SECTION



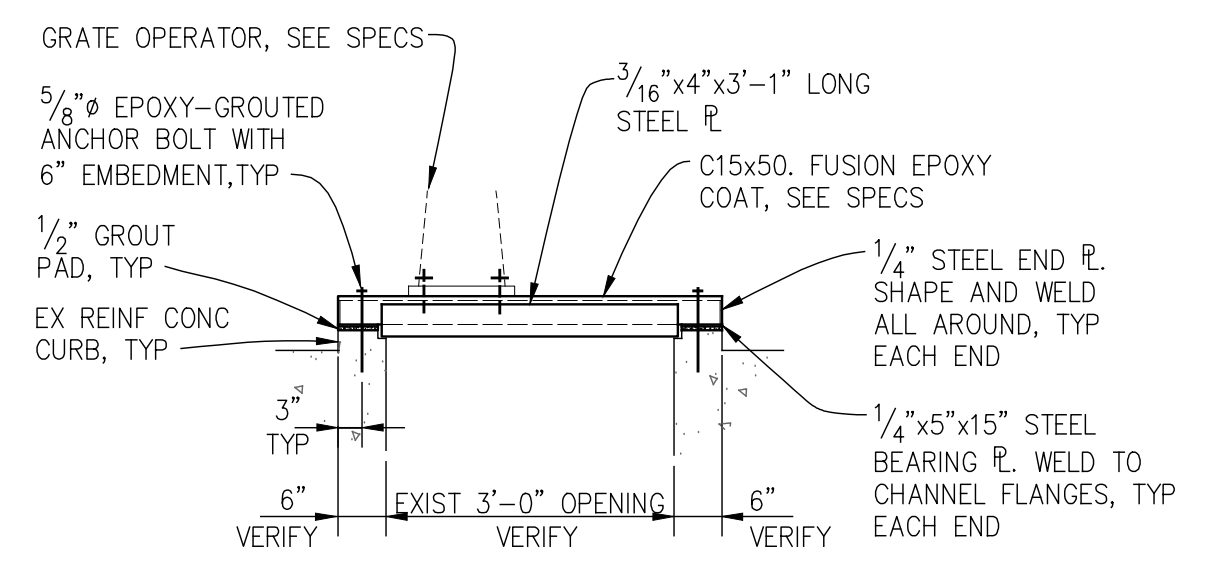
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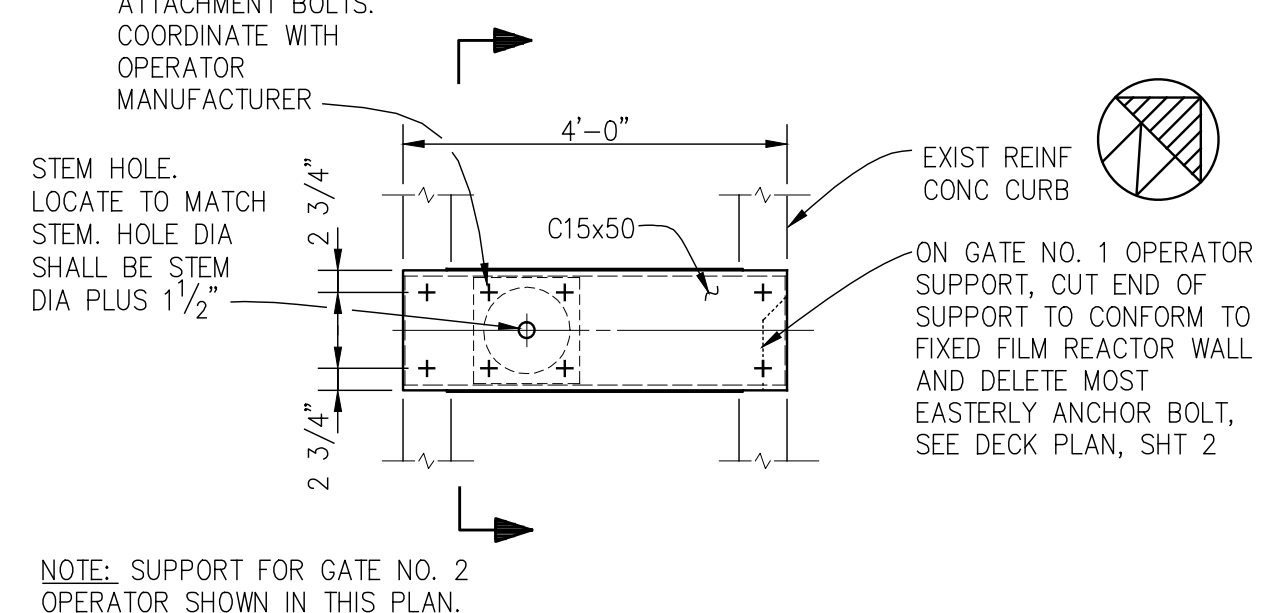
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CCT LEVEL CONTROL WALL

SCALE: 1/4"=1'-0"



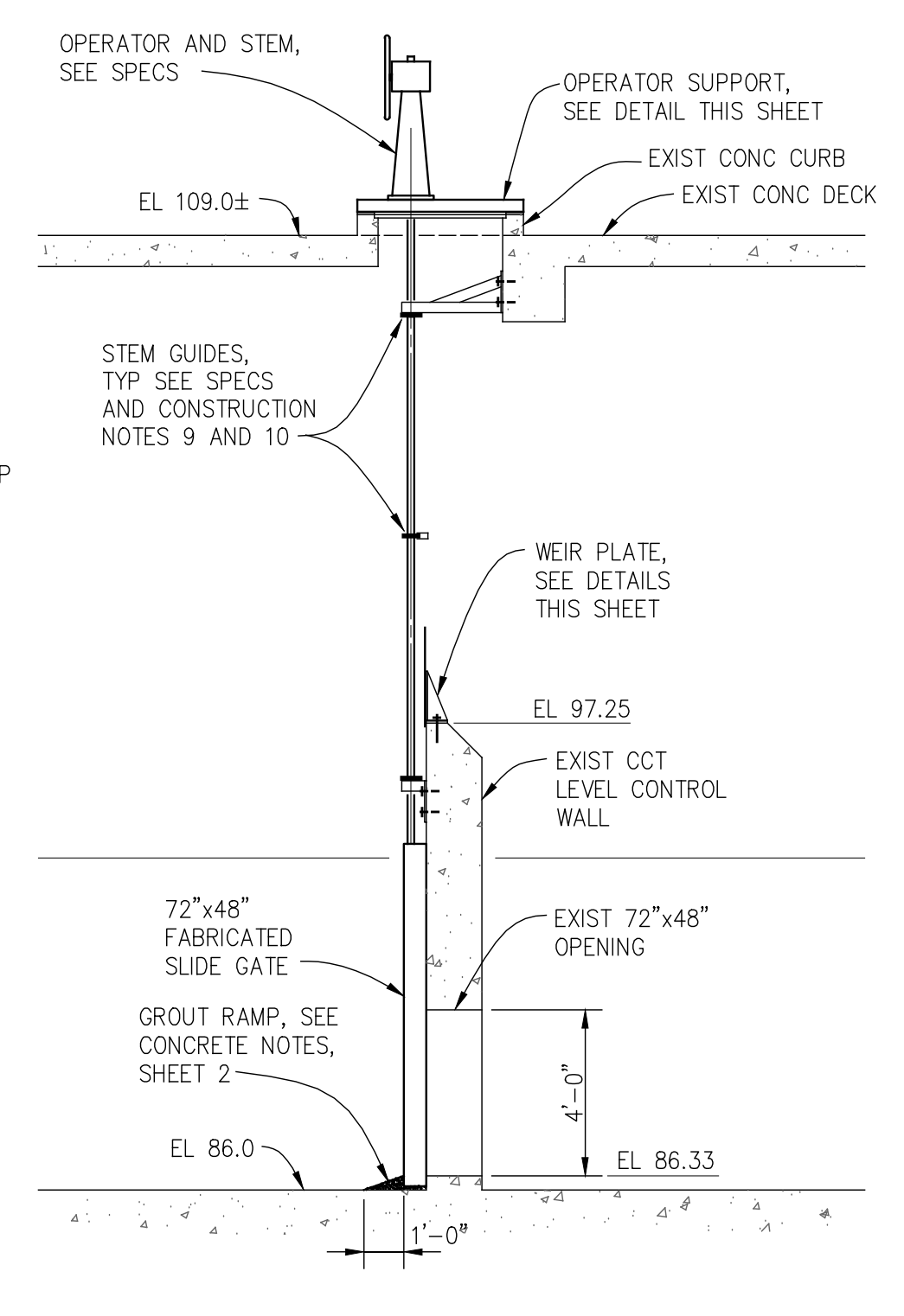
ELEVATION



PLAN

OPERATOR SUPPORT DETAIL

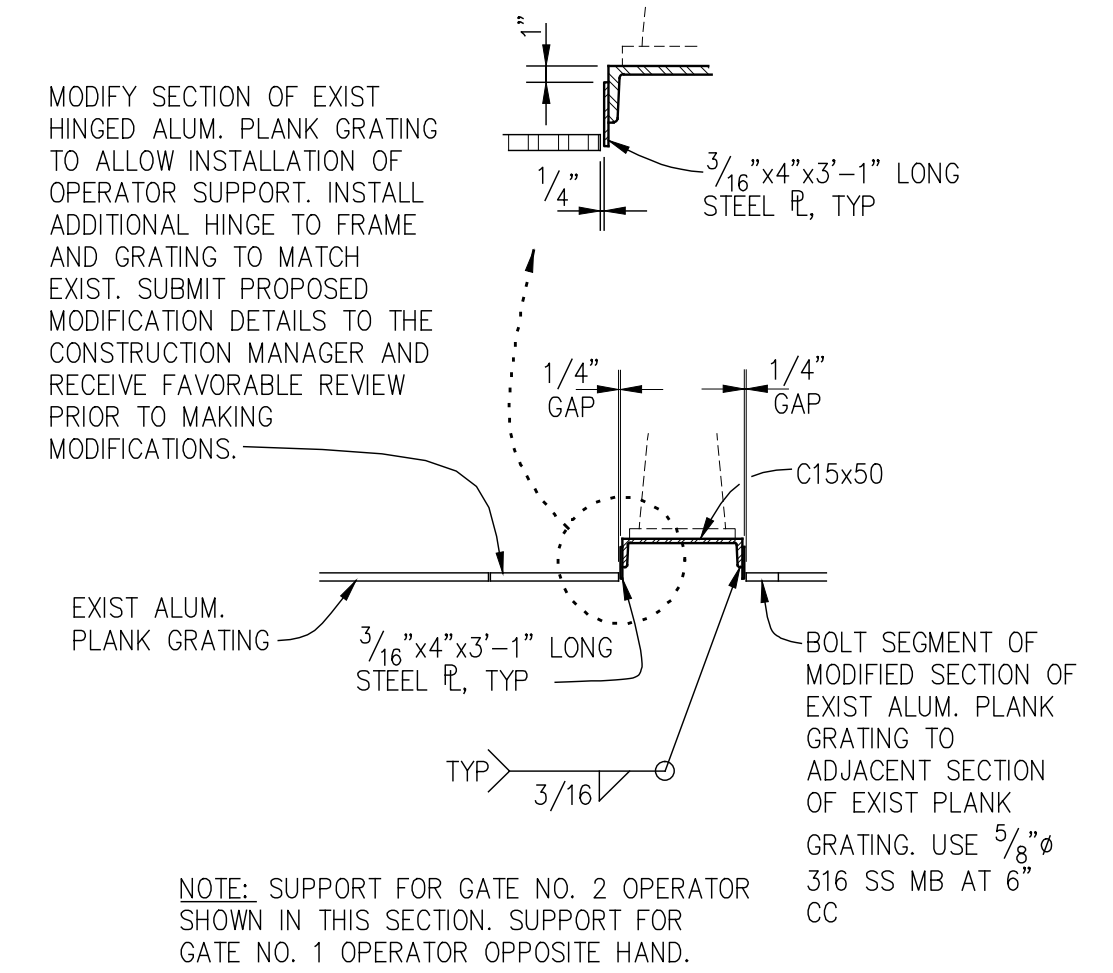
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SECTION
SCALE: 1/4"=1'-0"

SECTION

SCALE: 1/4"=1'-0"



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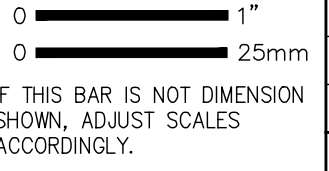
USE OF DOCUMENTS

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SCALES



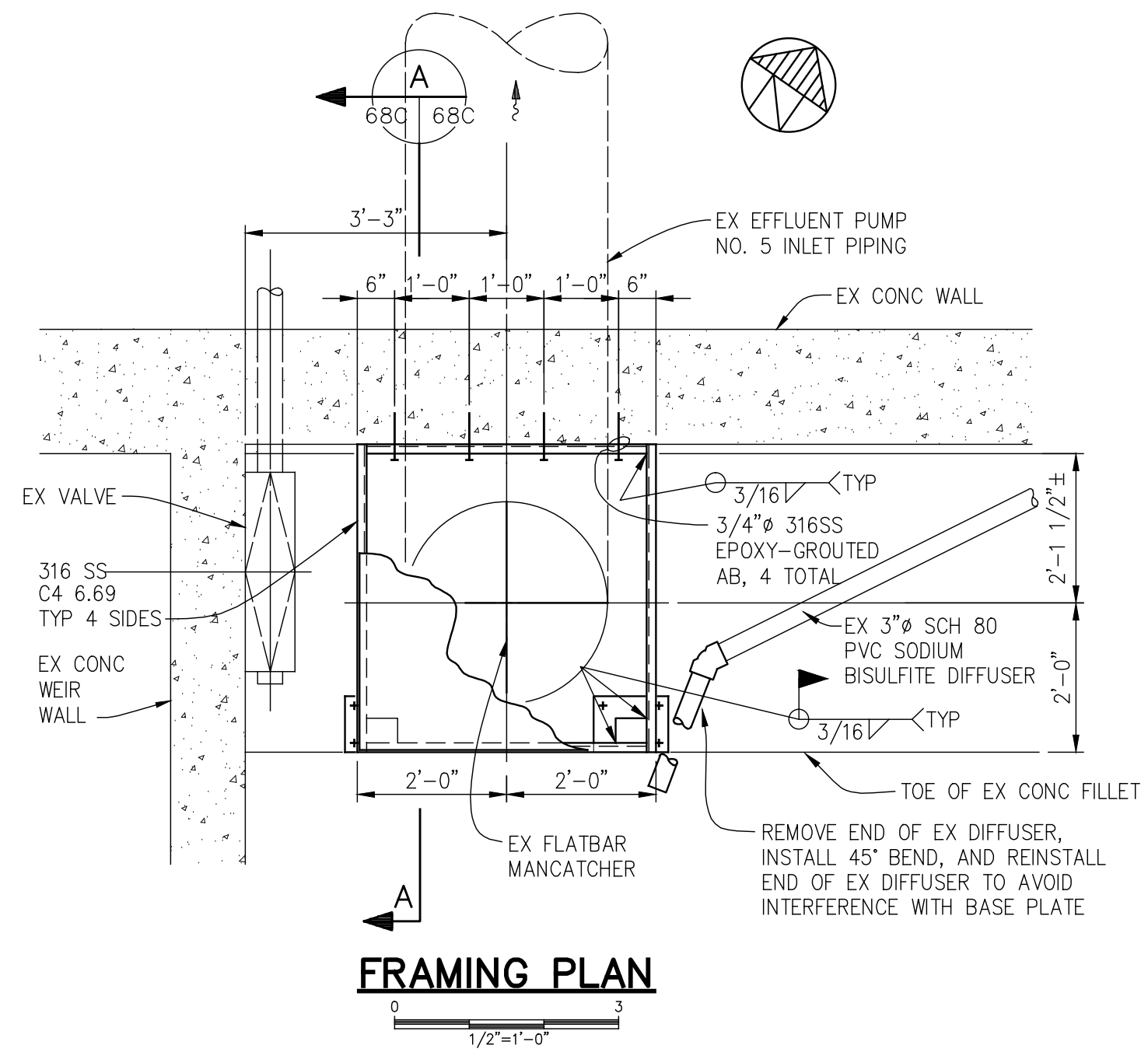
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RD NO.	REMARKS	DATE	BY

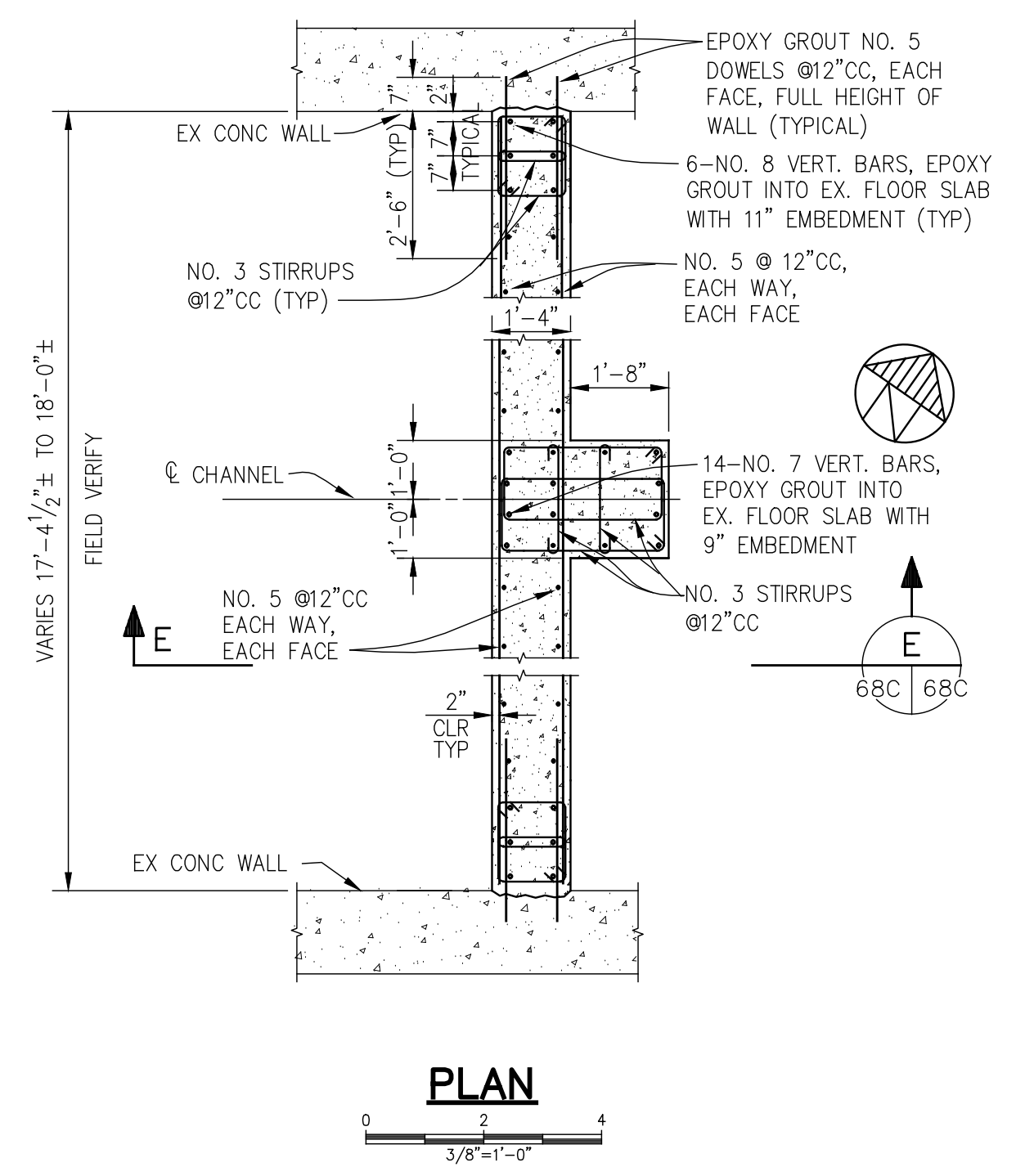
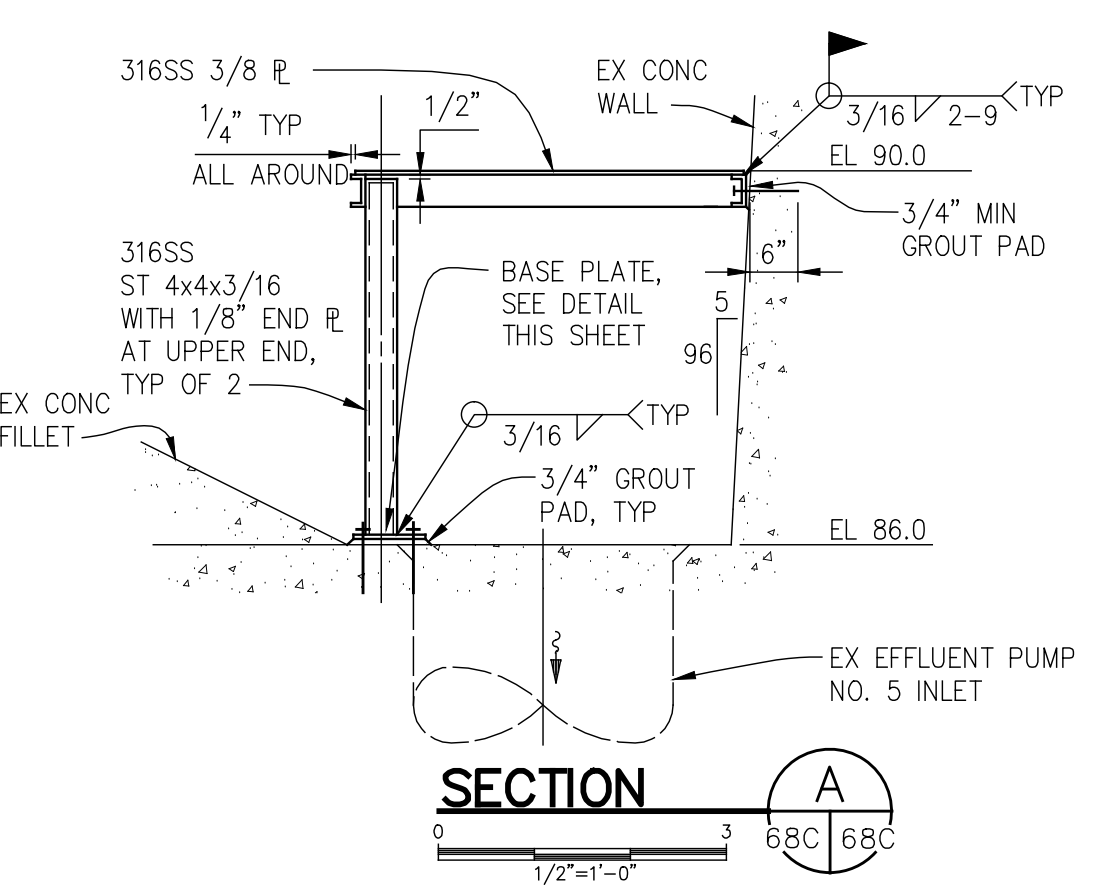
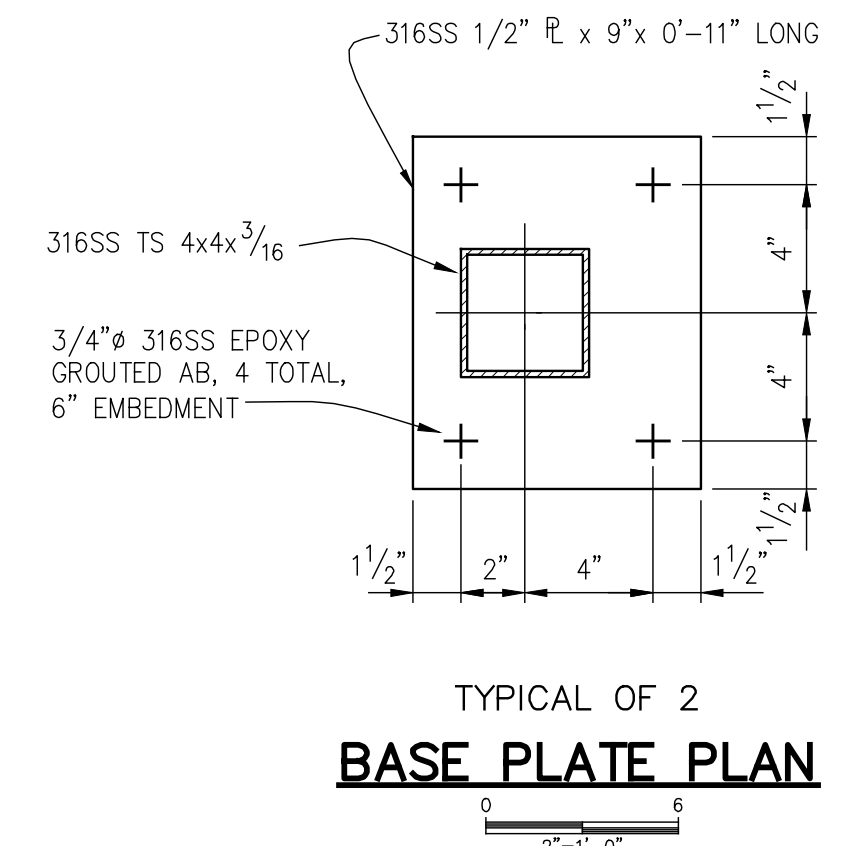
APPROVED	DATE
MICHAEL JOYCE	6/03
KENNEDY/JENKS	DATE
XXX	XXX
REDWOOD CITY	DATE
APPROVED	
XXX	XXX
SAN CARLOS	DATE
APPROVED	
XXX	XXX
BELMONT	DATE
APPROVED	
XXX	XXX
MENLO PARK S.D.	DATE

SOUTH BAYSIDE SYSTEM AUTHORITY SAN MATEO COUNTY, CALIFORNIA	
SUBREGIONAL WASTEWATER WORKS	
CCT LEVEL CONTROL WALL PLANS, SECTIONS, AND DETAILS	
Kennedy/Jenks Consultants PALO ALTO, CALIFORNIA	
Drawing by: FNE	Scale: AS NOTED
Des/Chkd by: JKC/MEJ	Date: XXX

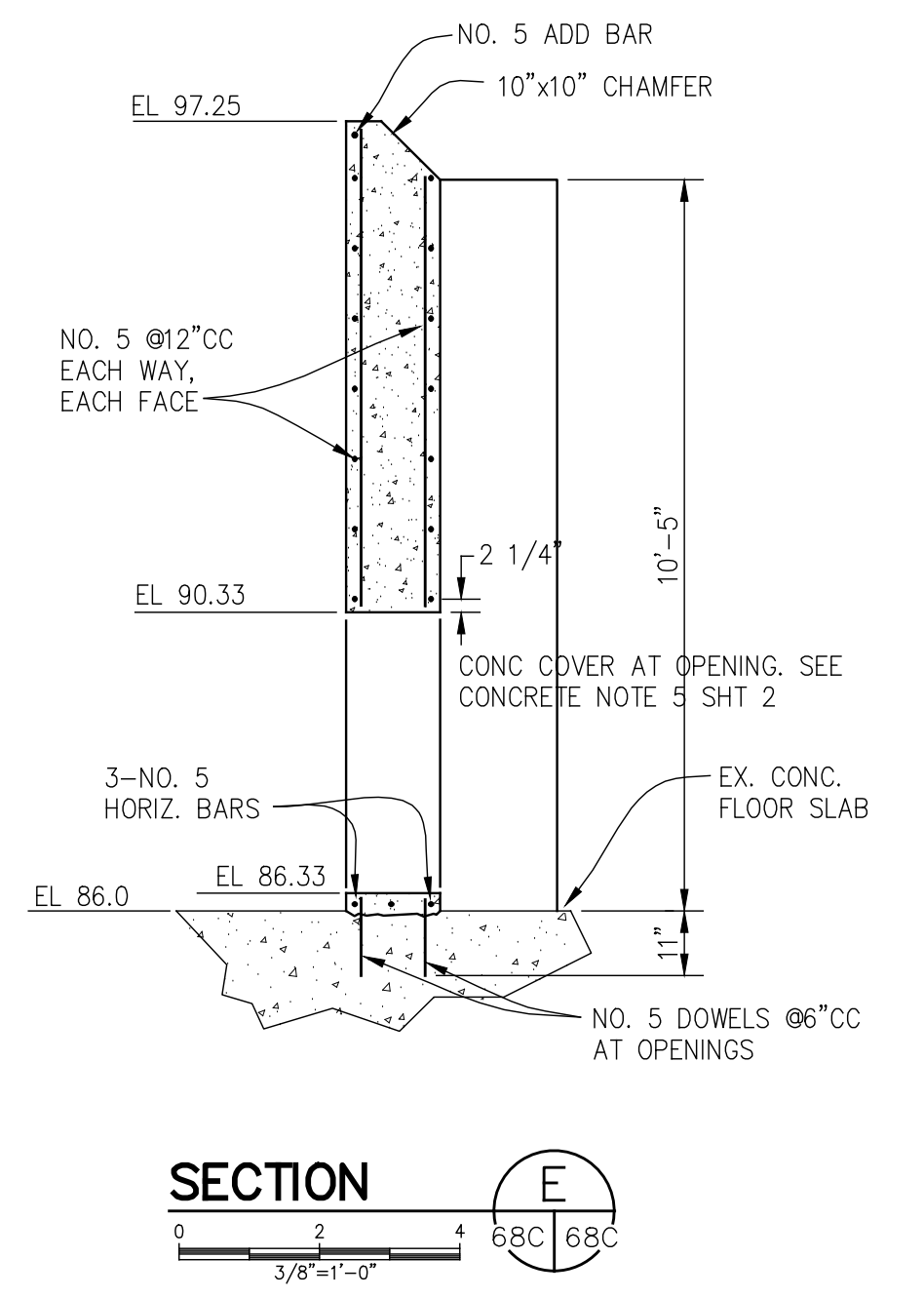
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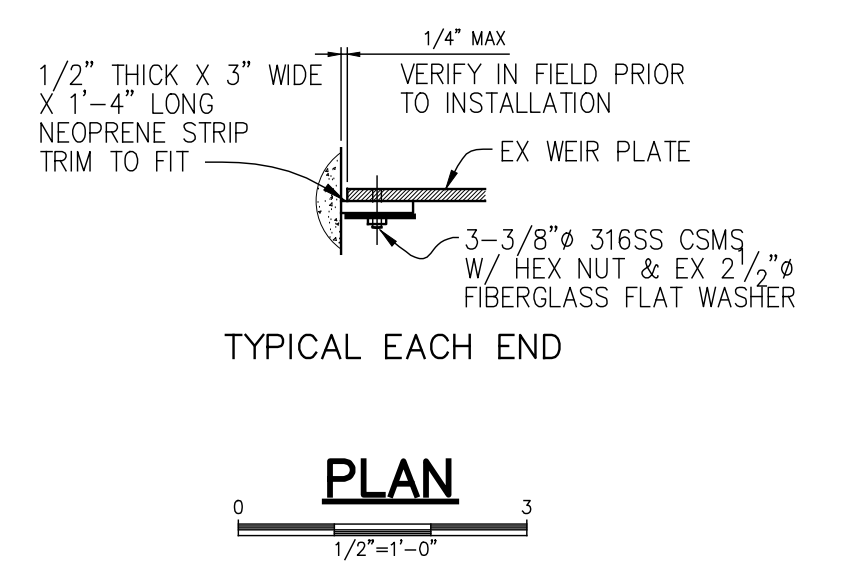
ANTI-VORTEX PLATE ASSEMBLY DETAILS



UPSTREAM WEIR WALL DETAILS

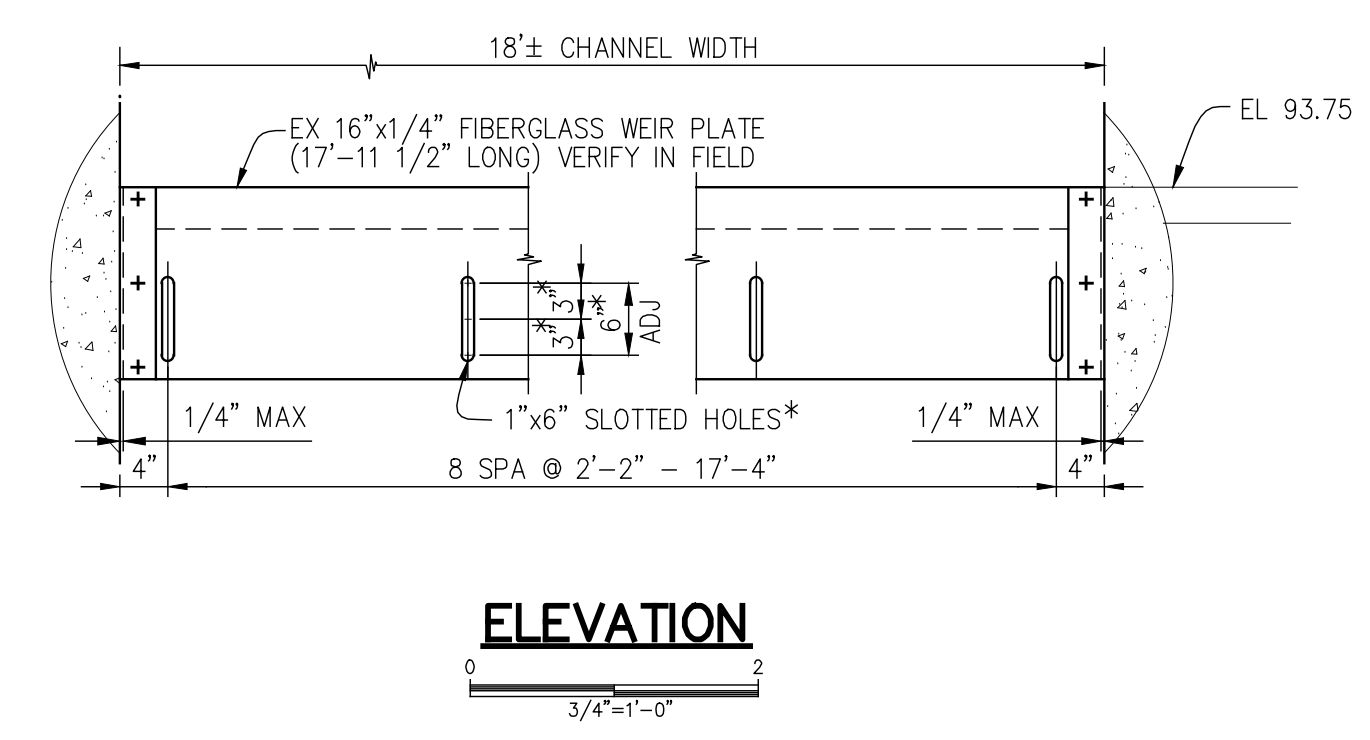


SECTION E

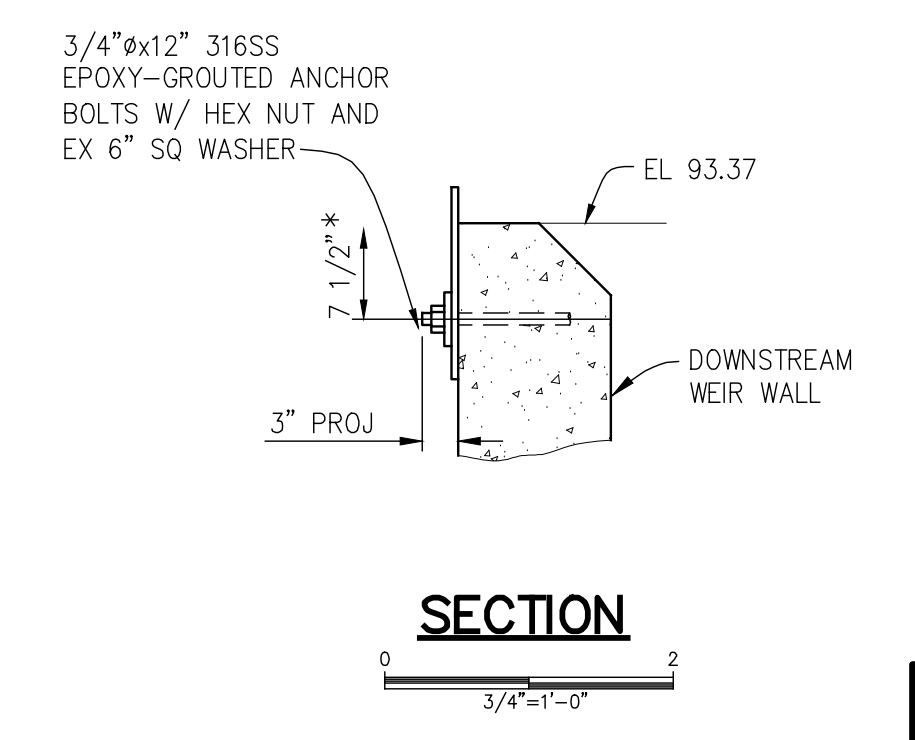


PLAN

***NOTE:**
THE HOLES IN THE WEIR ARE LOCATED VERTICALLY SUCH THAT THE TOP OF THE WEIR CAN NOT BE RAISED ABOVE AN ELEVATION OF 93.75 DUE TO INTERFERENCE WITH THE ANCHOR BOLTS.



ELEVATION



SECTION

Record Drawing

WEIR DETAILS

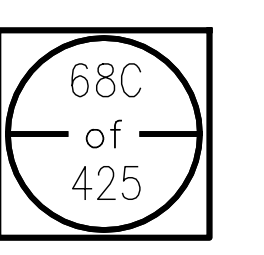
These Record Drawings have been prepared based on information provided by the contractor and others. Kennedy/Jenks Consultants has not verified the accuracy or completeness of the information provided to them and does not warrant the accuracy or completeness of these Record Drawings. Users of these Record Drawings assume all risk of loss resulting from their use.

SUBMITTED	MICHAEL JOYCE	6/03
	KENNEDY/JENKS	DATE
APPROVED	XXX	XXX
	REDWOOD CITY	DATE
APPROVED	XXX	XXX
	SAN CARLOS	DATE
APPROVED	XXX	XXX
	BELMONT	DATE
APPROVED	XXX	XXX
	MENLO PARK S.D.	DATE

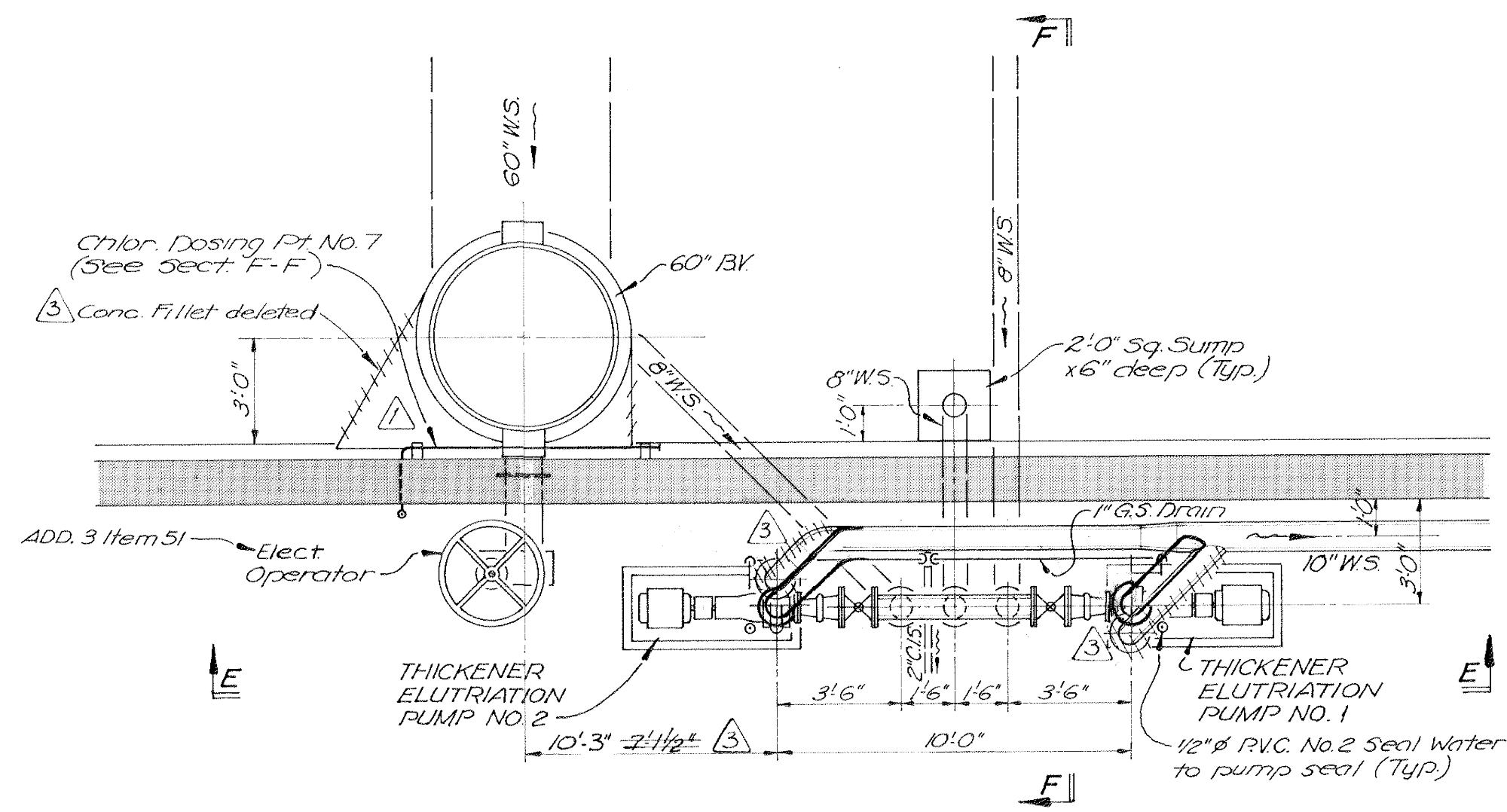
SOUTH BAYSIDE SYSTEM AUTHORITY SAN MATEO COUNTY, CALIFORNIA	
SUBREGIONAL WASTEWATER WORKS	
MAIN STRUCTURE-PIPEWORK & EQUIPMENT CHLORINE CONTACT TK. DMF BYPASS HYDRAULICS EFFLUENT WEIR WALL MODIFICATION	
Kennedy/Jenks Consultants PALO ALTO, CALIFORNIA	
Drawing by: FNE	Scale: AS NOTED
Des/Chkd by: JKC/MEJ	Date: XXX

USE OF DOCUMENTS	RECORD DRAWING	SCALES
THIS DOCUMENT, INCLUDING THE INCORPORATED DESIGNS, IS AN INSTRUMENT OF SERVICE FOR THIS PROJECT AND SHALL NOT BE USED FOR ANY OTHER PROJECT WITHOUT THE WRITTEN AUTHORIZATION OF KENNEDY/JENKS CONSULTANTS.	THESE RECORD DRAWINGS HAVE BEEN PREPARED BASED ON INFORMATION PROVIDED BY THE CONTRACTOR AND OTHERS. KENNEDY/JENKS CONSULTANTS HAS NOT VERIFIED THE ACCURACY OR COMPLETENESS OF THE INFORMATION PROVIDED TO THEM AND DOES NOT WARRANT THE ACCURACY OR COMPLETENESS OF THESE RECORD DRAWINGS. USERS OF THESE RECORD DRAWINGS ASSUME ALL RISK OF LOSS RESULTING FROM THEIR USE.	0 1" = 12" (Graphic scale) 0 25mm = 1" (Graphic scale) IF THIS BAR IS NOT DIMENSION SHOWN, ADJUST SCALES ACCORDINGLY.

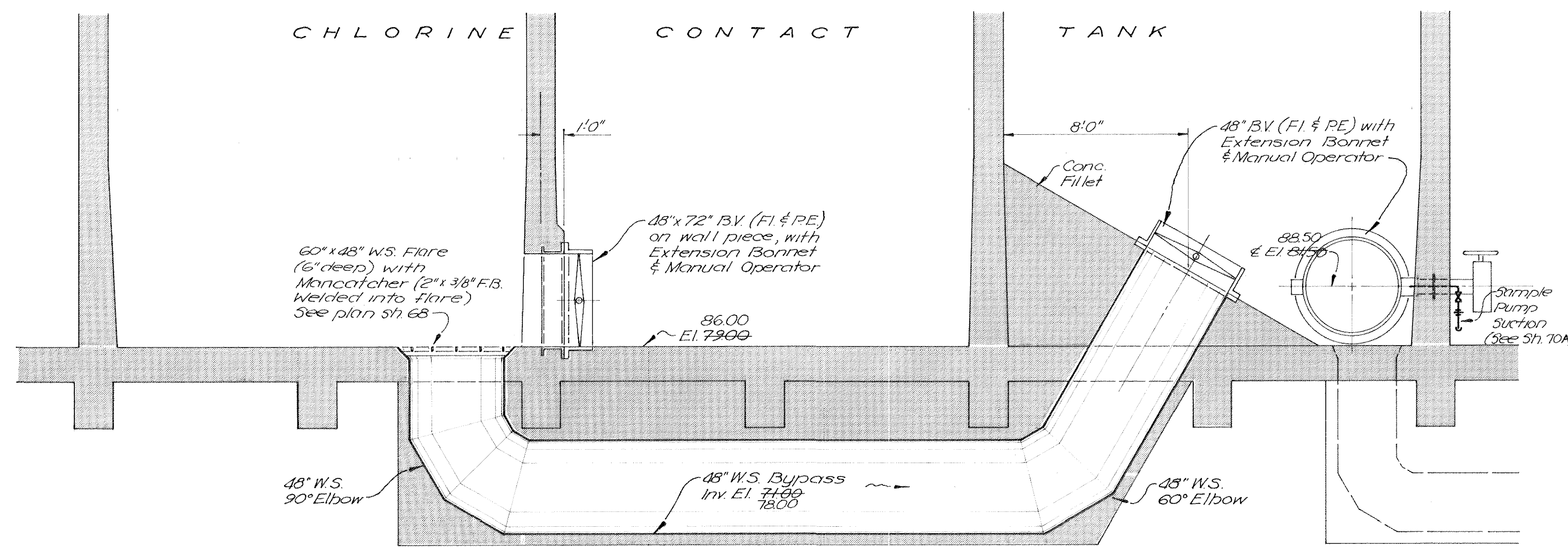
RD NO.	REMARKS	DATE	BY



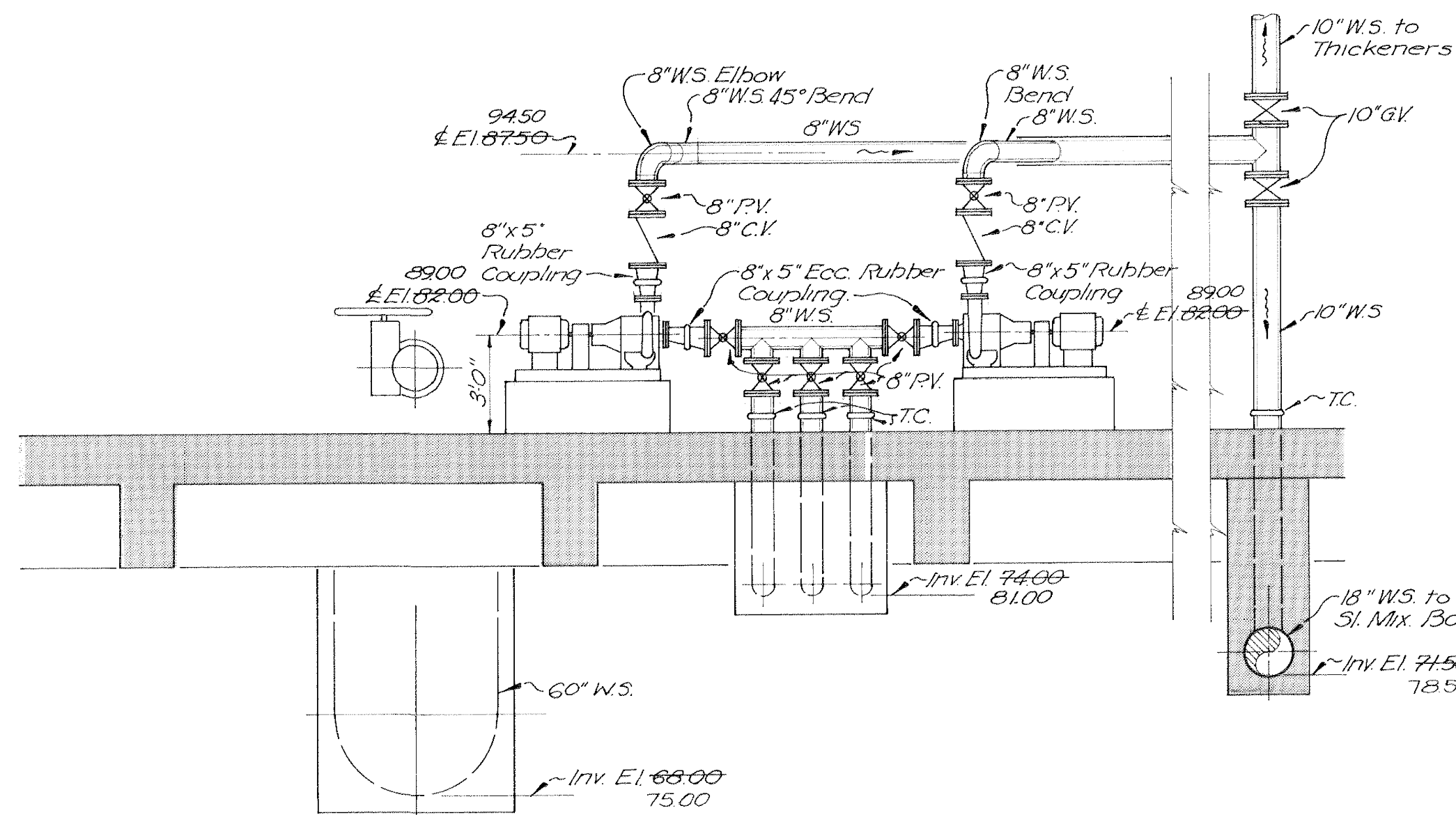
REVISION SET JUNE 2011



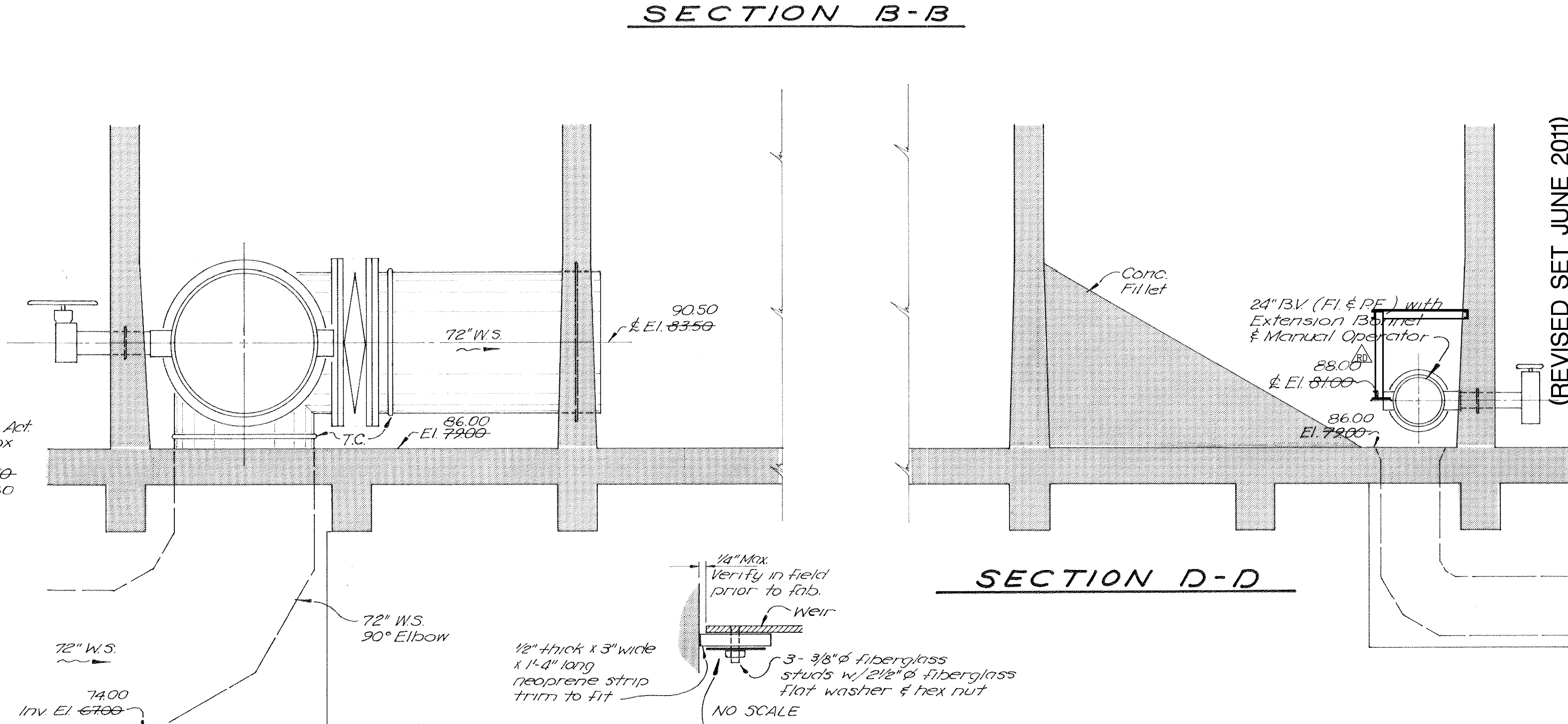
ELUTRIATION PUMP PLAN



SECTION B-B

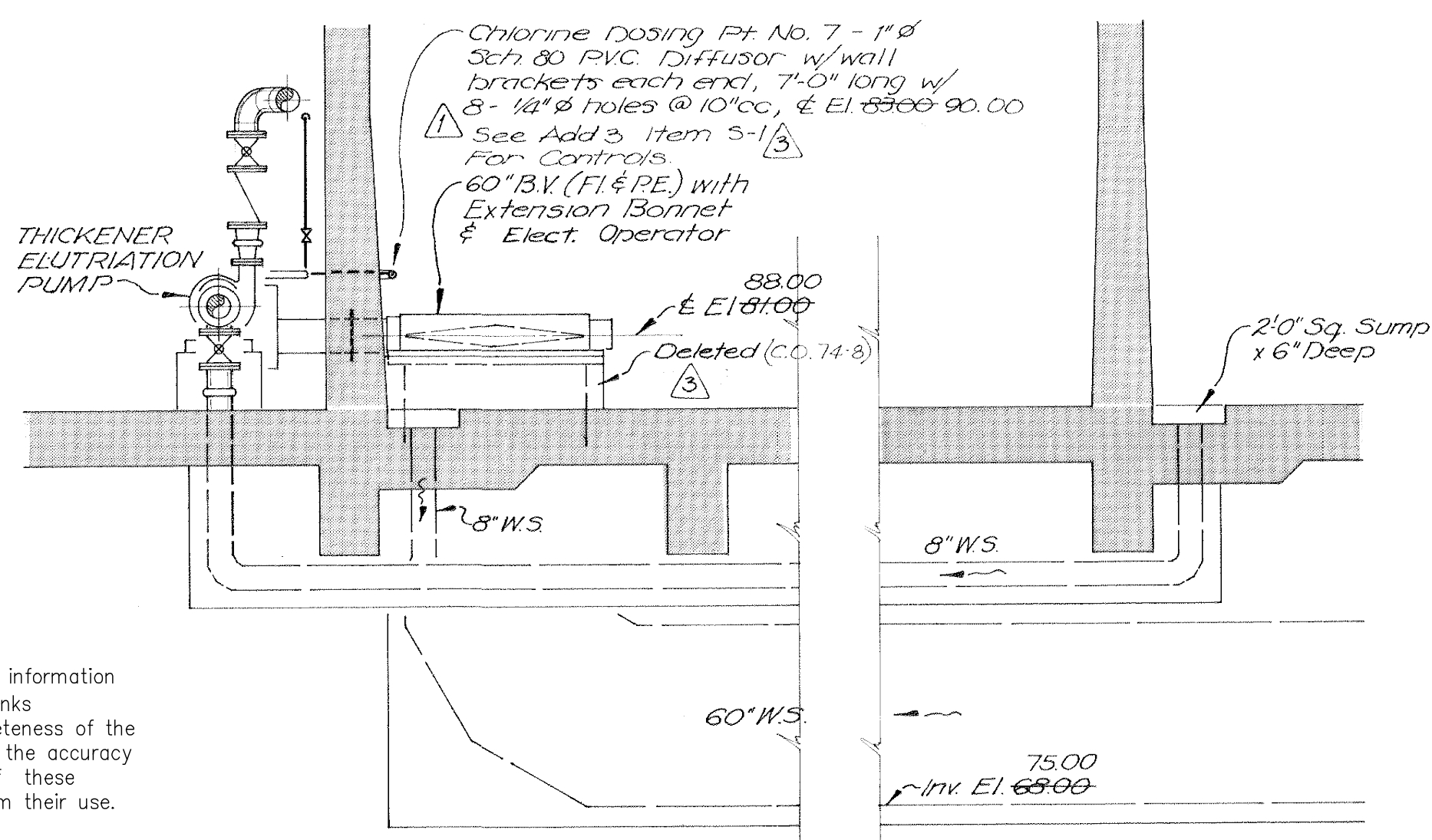


SECTION E-E

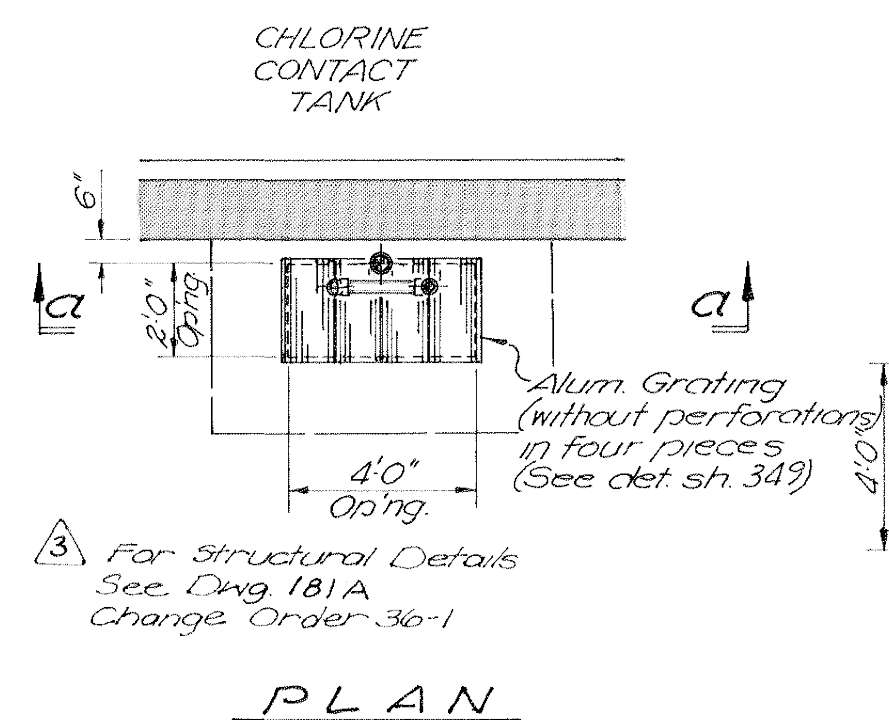


SECTION C-C

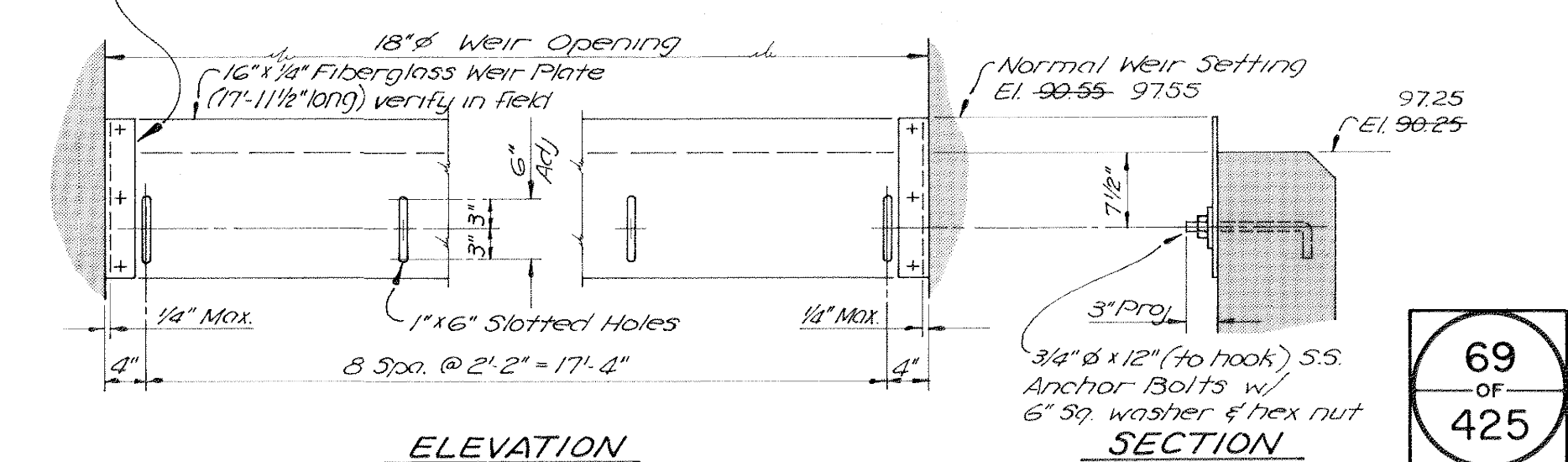
SECTION D-D



SECTION F-F



WASTE SUMP & PUMPS



WEIR DETAILS

ADDENDUM NO. 2

Record Drawing

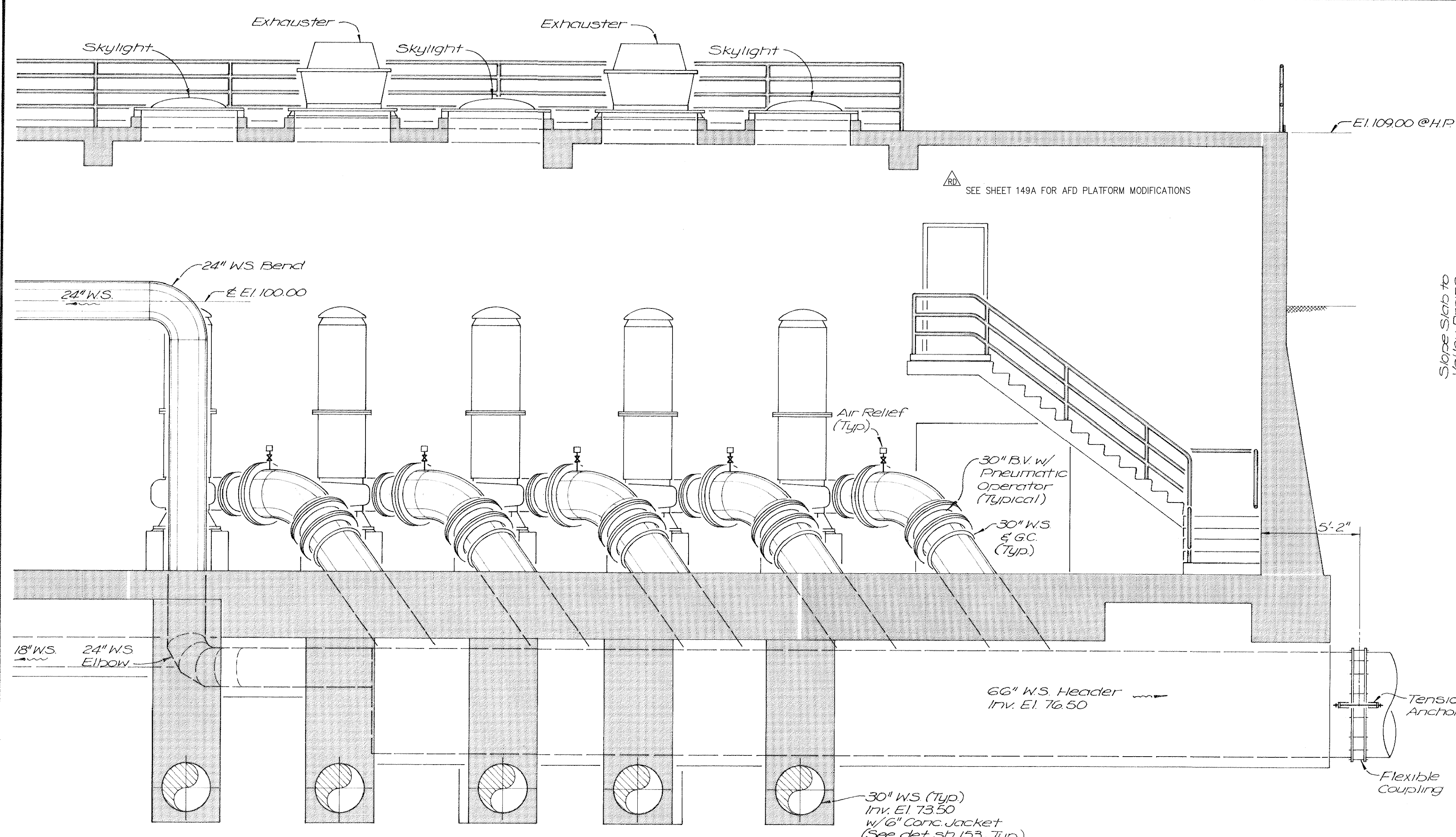
These Record Drawings have been prepared based on information provided by the contractor and others. Kennedy/Jenks Consultants has not verified the accuracy or completeness of the information provided to them and does not warrant the accuracy or completeness of these Record Drawings. Users of these Record Drawings assume all risk of loss resulting from their use.

NOTE: STRUCTURAL PILES NOT SHOW ON THIS SHEET

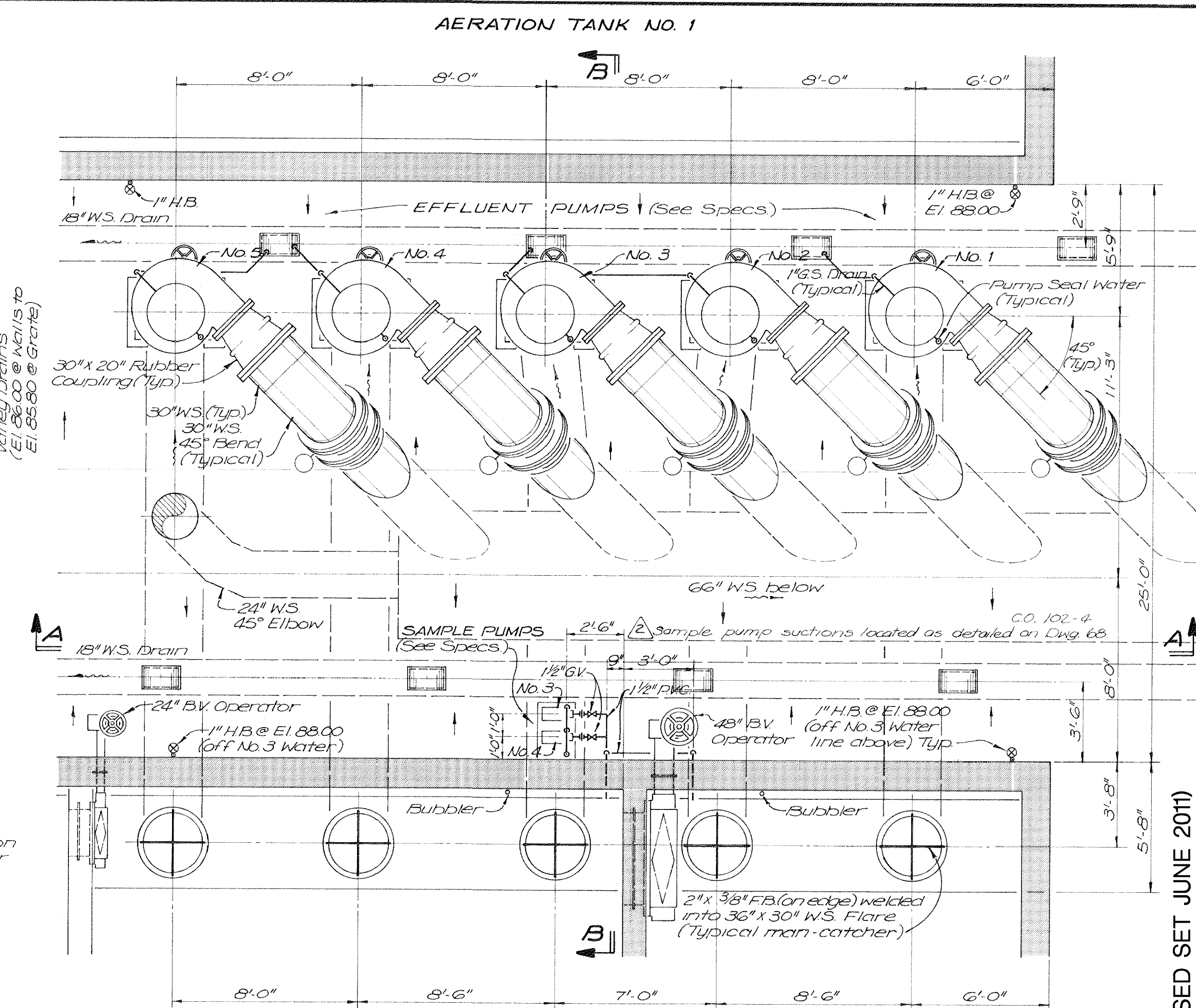
Rev. No.	Date	Remarks
1	JUN'03	REC DWG K/J PROJ #965061.43
2	MAY'79	RAISE STRUCT. 2.0'
	2/24/78	ADDED: Chlor. Dosing Pt. No. 7

APPROVED	DATE
JENKS & HARRISON	
REDWOOD CITY	
SAN CARLOS	
BELMONT	
MENLO PARK S.D.	

SOUTH BAYSIDE SYSTEM AUTHORITY SAN MATEO COUNTY, CALIFORNIA	
SUBREGIONAL WASTEWATER WORKS	
MAIN STRUCTURE-PIPEWORK & EQUIPMENT	
CHLORINE CONTACT TANK	
SECTIONS AND DETAILS	
JENKS & HARRISON CONSULTING SANITARY & CIVIL ENGINEERS	
Drawn by: L.L.K.	Scale: 1/4" = 1'-0"
Des/Chkd by: D.A.B.	Date: DEC. 1977



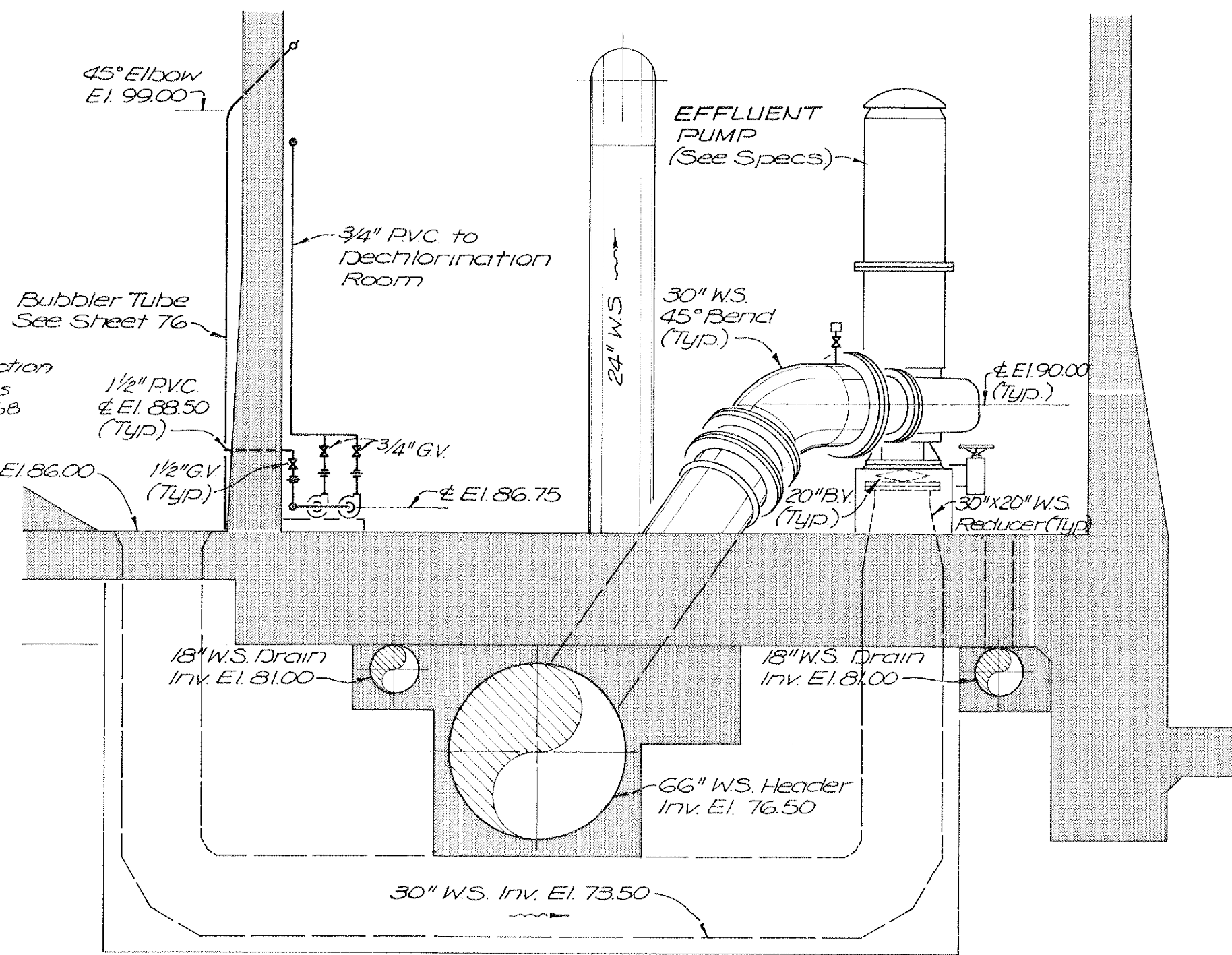
SECTION A-A



SECTIONAL PLAN

EFFLUENT PUMPING EQUIPMENT ROOM NOTES

1. All pipes located below the concrete base slab shall be enclosed in a 6" min. conc. jacket.
 2. Each pump in the Effluent Pumping Equipment Room of the Main Structure shall have a 1/2" PVC No. 2 Seal Water Line (Service off 2" PVC No. 2 Water Line) to each pump seal, see Details Sh. 350. The piping to each pump seal shall include a gate valve, a pressure regulator, a pressure gauge and a Solenoid operated valve.
 3. All welded steel pipe bends which are exposed to view in this Equipment Room shall be seamless welding fittings.
 4. The Contractor shall apply sound absorbing panels to the walls of the equipment room in patterns recommended by the manufacturer and approved by the Engineer (24" x 20" units included in Activated Sludge Equipment Room Count Sheet 51) See Specs.
 5. The Contractor shall furnish and install an approved hose rack for 50' of hose with each hose bibb, typical.
 6. Compressed Air Lines to each pneumatic operator on each Effluent Pump discharge line are Not shown on this sheet but are shown on the Compressed Air Diagram, Sheet 76.
 7. This drawing, Sheet 70A, supersedes Sheet 70 of the Construction Plans. This drawing delineates the revised Effluent Pumping Equipment Room for the "Raise Structure 70 feet" condition. The required structural details are shown on Sheet 180.
- Apply waterproofing compound to exposed metal on the flexible couplings for the Influent & Effluent Lines, unless noted otherwise.



SECTION B-B

Record Drawing

These Record Drawings have been prepared based on information provided by the contractor and others. Kennedy/Jenks Consultants has not verified the accuracy or completeness of the information provided to them and does not warrant the accuracy or completeness of these Record Drawings. Users of these Record Drawings assume all risk of loss resulting from their use.

Note:
Air release valves include vacuum ball assemblies. C.O. 98 See Sht. 350 for detail.

Sample pump suction piping located as shown on Dwg. 68 C.O. 102-4

REC DWG	JUN'03	REC DWG K/J PROJ #975061.33
ADD	MAR. 78	ADDED ADDENDUM NOTES

SUBMITTED		SOUTH BAYSIDE SYSTEM AUTHORITY SAN MATEO COUNTY, CALIFORNIA	
JENKS & HARRISON	DATE	SUBREGIONAL WASTEWATER WORKS	
APPROVED		MAIN STRUCTURE-PIPEWORK & EQUIPMENT EFFLUENT PUMPING EQUIPMENT ROOM PLAN AND SECTIONS	
REDWOOD CITY	DATE	JENKS & HARRISON	
APPROVED		CONSULTING SANITARY & CIVIL ENGINEERS	
SAN CARLOS	DATE	Drawn by: DIP	Scale: 1/4" = 1'-0"
APPROVED		Des/Chkd by: DAB	Date: MAR. 1979
BELMONT	DATE		
APPROVED			
MENLO PARK S.D.	DATE		

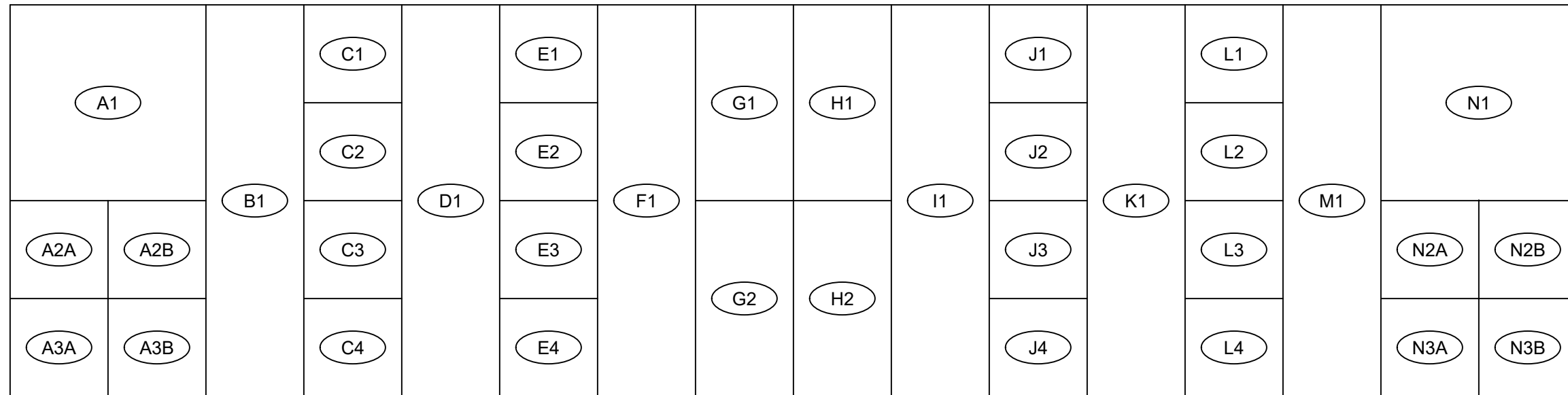
70A
OF
425

(REVISED SET JUNE 2011)

RECORDED DWG. OCT. 1982

PWR_SUP_SWR_27001

(LOCATED IN SHB GENERATOR ROOM)
SWITCHGEAR PDP-1

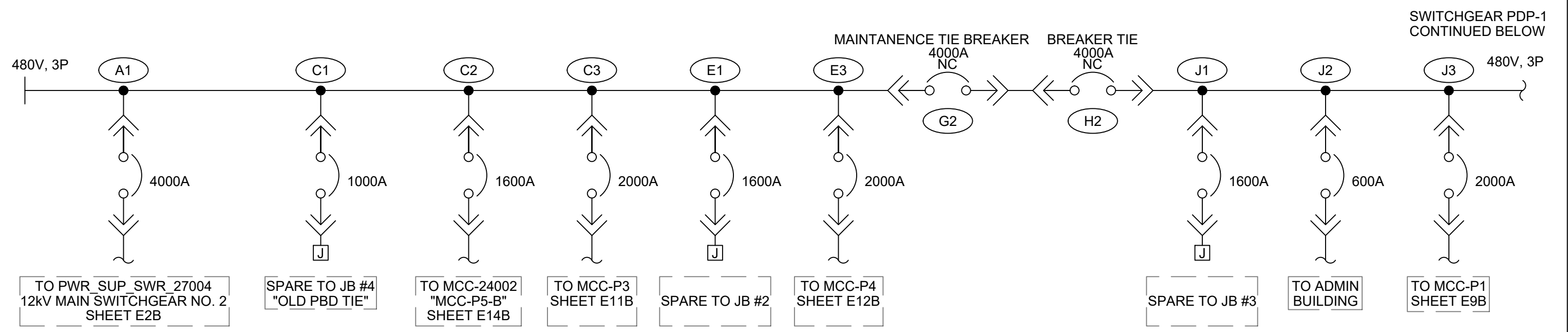


A1	MAIN TAP PANEL - M2	
A2A	M2	
A2B	BLANK SPACE	
A3A	BUS 2 SPD	
A3B	SPARE CABINET	
B1	WIREWAY TAP BOX	
C1	SPARE TO JB #4 "OLD PBD TIE"	
C2	MCC-24002	MCC-P5-B
C3	MCC-P3	
C4	BLANK SPACE	
D1	WIREWAY TAP BOX	
E1	SPARE TO JB #2	
E2	BLANK SPACE	
E3	MCC-P4	
E4	BLANK	
F1	WIREWAY TAP BOX	
G1	METERING CABINET - M2	
G2	MAINTENANCE TIE	

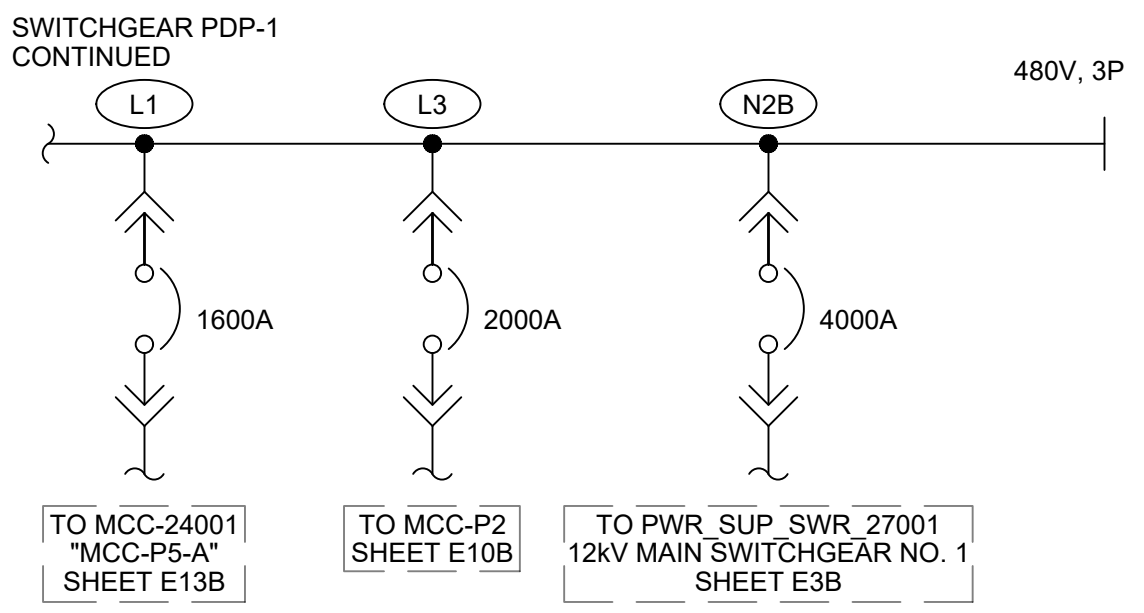
H1	METERING CABINET - M1	
H2	BREAKER TIE	
I1	WIREWAY TAP BOX	
J1	SPARE TO JB #3	
J2	TO ADMIN BLDG	
J3	MCC-P1	
J4	BLANK	
K1	WIREWAY TAP BOX	
L1	MCC-24001	MCC-P5-A
L2	BLANK	
L3	MCC-P2	
L4	BLANK	
M1	WIREWAY TAP BOX	
N1	MAIN TAP PANEL - M1	
N2A	BLANK SPACE	
N2B	M1	
N3A	BUS 1 SPD	
N3B	SPARE CABINET	

PWR_SUP_SWR_27001

(LOCATED IN SHB GENERATOR ROOM)
SWITCHGEAR PDP-1



SWITCHGEAR PDP-1
CONTINUED BELOW



SWITCHGEAR PDP-1
CONTINUED



NO.	REVISION	DATE	BY

NOT TO
SCALE

SIGNED _____

DESIGNED BY
DRAWN BY
CHECKED BY

SILICON VALLEY CLEAN WATER
SAN MATEO COUNTY, CALIFORNIA

CONSOLIDATED SINGLE LINE DIAGRAM

SWITCHGEAR PDP-1

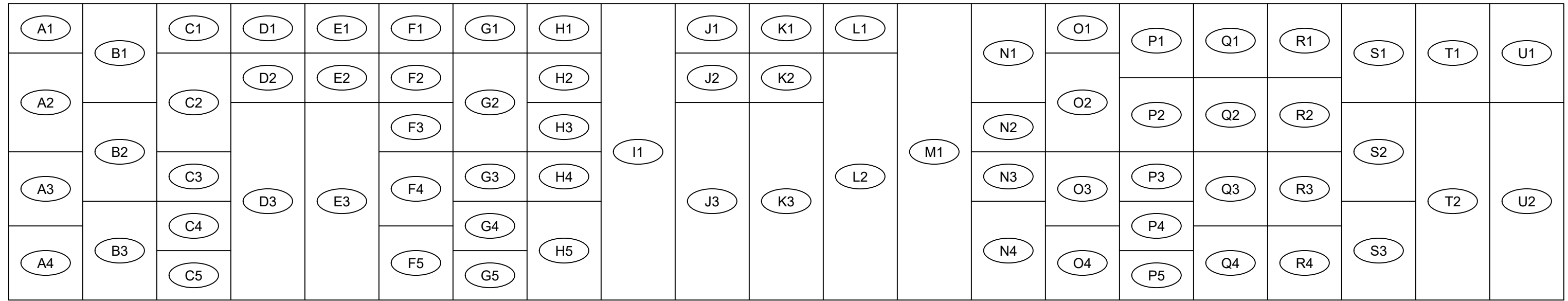
FILE NAME
Single_Line.dwg

DATE 7/1/19

SHEET E4B

5 OF 47

MCC-P1
(LOCATED IN SHB GENERATOR ROOM)



A1	BLANK SPACE	
A2	TO PANEL DPH_LAB BLDG.	
A3	HWS_REC_PMP_27301	BOILER 3 SECONDARY RECIRCULATION PUMP
A4	BLANK SPACE	
B1	MI_CBHWMP01	CONTROL BLDG. HEATING WATER PUMP NO. 1
B2	PWR_CNT_MCC_27610	MCC POWER FEEDER
B3	BLANK SPACE	
C1	BLANK SPACE	
C2	EPPMR1	EFFLUENT PUMP NO. 1
C3	CGN_SUP_FAN_27101	
C4	BLANK SPACE	
C5	HWS_REC_PMP_27103	DIGESTER 1 SECONDARY HW RECIRCULATION PUMP
D1	BLANK SPACE	
D2	BLANK SPACE	
D3	FFR_PMP1	FIXED FILM REACTOR PUMP NO. 1
E1	CGN_EXH_FAN_27101	
E2	30KVA XFMR FDR FOR PANEL "L1"	
E3	FFR_PMP2	FIXED FILM REACTOR PUMP NO. 2
F1	BLANK SPACE	
F2	BLANK SPACE	
F3	BLANK SPACE	
F4	HWS_REC_PMP_27001	PRIMARY LOOP WATER RECIRCULATION PUMP 1
F5	BLANK SPACE	
G1	BLANK SPACE	
G2	DIESEL SUPPLY PUMP #1 ENGINE TRANSFER PUMP 27001	

G3	BLANK SPACE	
G4	SPARE	
G5	BLANK SPACE	
H1	BLANK SPACE	
H2	DIST PANEL DP-2 (AERATION BLOWER GALLERY)	
H3	LIGHTING PANEL LP-B (AERATION BLOWER GALLERY)	
H4	SBS_CW_PMP_20201	BISULFITE CARRYING WATER ALT. PUMP #2
H5	SPARE	
I1	MCC-P1 MAIN FEEDER	
J1	MCC1P1 125A	
J2A	SCWPR1	WAS PUMP NO. 1
J2B	SPARE 35A	
J3	AS_AERBAS1_TURB1A	AERATION TANK TURBINE NO. 1A
K1A	SCRPR1	RAS PUMP NO. 1
K1B	SPARE	
K2A	RAS PIT NO. 1 LEVEL CONTROLS (SPARE)	
K2B	SPARE 15A	
K3	AS_AERBAS1_TURB1B	AERATION TANK TURBINE NO. 1B
L1A	GENERATOR #2 BLOCK HEATER	
L1B	GENERATOR #1 BLOCK HEATER	
L2	AS_AERBLR1	AERATION TANK BLOWER NO. 1
M1	BLANK SPACE	
N1	PS_SEDTANK1_DRV	PRIMARY SED TANK COLLECTOR DRIVE NO. 1 (MOVED - SPARE)
N2	PS_SEDTANK1_SKIM	PRIMARY SED TANK SKIMMER DRIVE NO. 1 (MOVED - SPARE)
N3	SPARE	
N4	PS_SCUMPMP1	PRIMARY SCUM PUMP NO. 1

O1	SHB_EXHFAN24	EXHAUST FAN NO. 24
O2	3W_PMP1	NO. 3 WATER PUMP NO. 1
O3	AS_SECCLAR1_DRV	SECONDARY CLARIFIER DRIVE NO. 1
O4	MI_SUMPPMP01	SUMP PUMP NO. 1 (BILGE PUMP 1)
P1	MI_SUMPPMP05	SUMP PUMP NO. 5
P2	MI_SUMPPMP06	SUMP PUMP NO. 6
P3A	FFSBR1	FFR SCRUBBER SYSTEM NO. 1
P3B	FFSBR2	FFR SCRUBBER SYSTEM NO. 2
P4	SHB_EXHFAN27	EXHAUST FAN NO. 27
P5A	WELDING RECEPTACLES	
P5B	HOT WATER HEATER	BOILER ROOM
Q1A	SPARE	
Q1B	SPARE 15A	
Q2	ST_THICKDRV1	THICKENER DRIVE NO. 1 (SPARE)
Q3	MI_STORMDRNPMP1	STORM DRAIN PUMP NO. 1
Q4	MI_STORMDRNPMP2	STORM DRAIN PUMP NO. 2
R1	BLANK SPACE	
R2	MI_STORMDRNPMP3	STORM DRAIN PUMP NO. 3
R3	PS_PMP1	PRIMARY SLUDGE PUMP NO. 1
R4	PS_PMP2	PRIMARY SLUDGE PUMP NO. 1
S1	BLANK SPACE	
S2	BLANK SPACE	
S3	BLANK SPACE	
T1	FRPMR4	DUAL MEDIA FILTER PUMP NO. 4
T2	LS_PMP4	LIFT PUMP NO. 4
U1	FRPMR5	DUAL MEDIA FILTER PUMP NO. 5
U2	LS_PMP5	LIFT PUMP NO. 5



NO.	REVISION	DATE	BY

NOT TO SCALE

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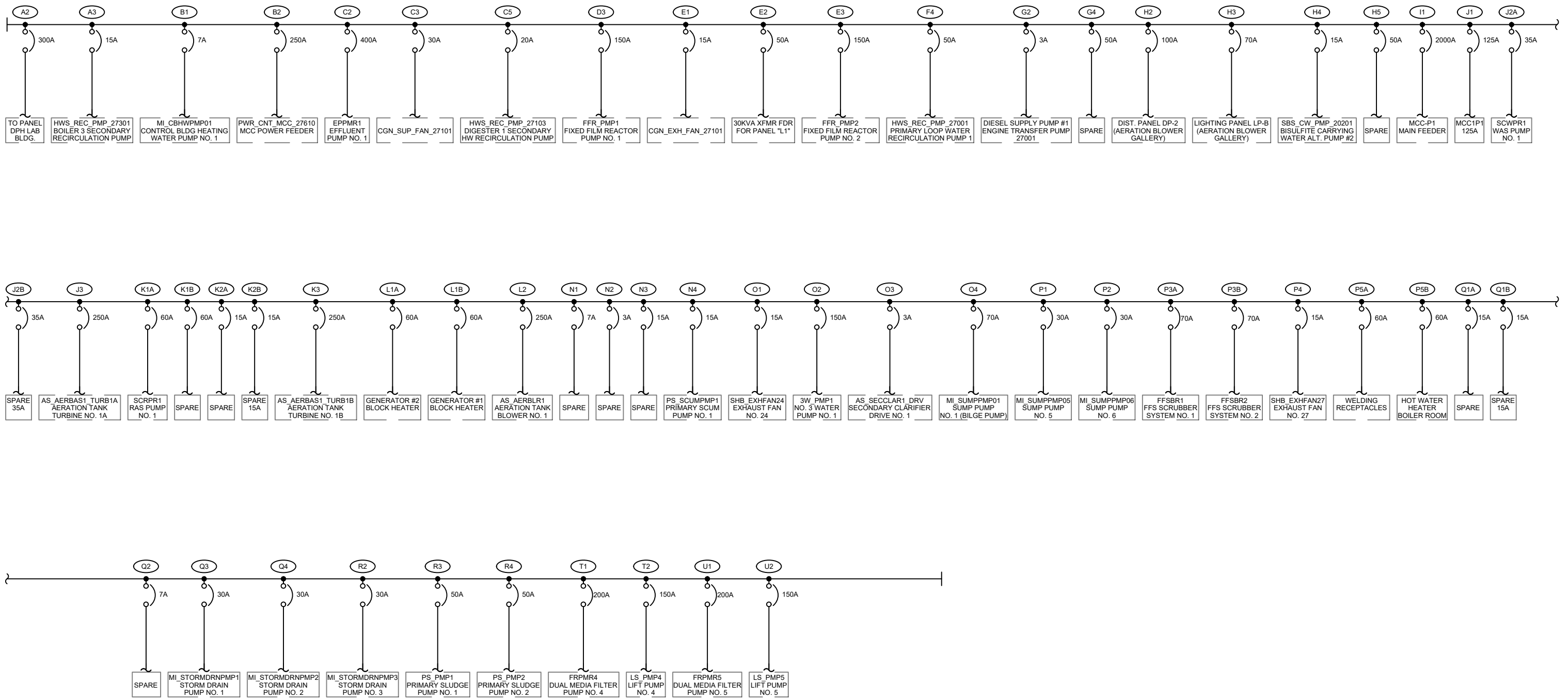
DESIGNED BY
DRAWN BY
CHECKED BY

**SILICON VALLEY CLEAN WATER
SAN MATEO COUNTY, CALIFORNIA**
CONSOLIDATED SINGLE LINE DIAGRAM

MCC-P1 ELEVATION

FILE NAME
Single_Line.dwg
DATE
7/1/19
SHEET
E9A
12 OF 47

MCC-P1
(LOCATED IN SHB GENERATOR ROOM)



NO.	REVISION	DATE	BY

NOT TO SCALE

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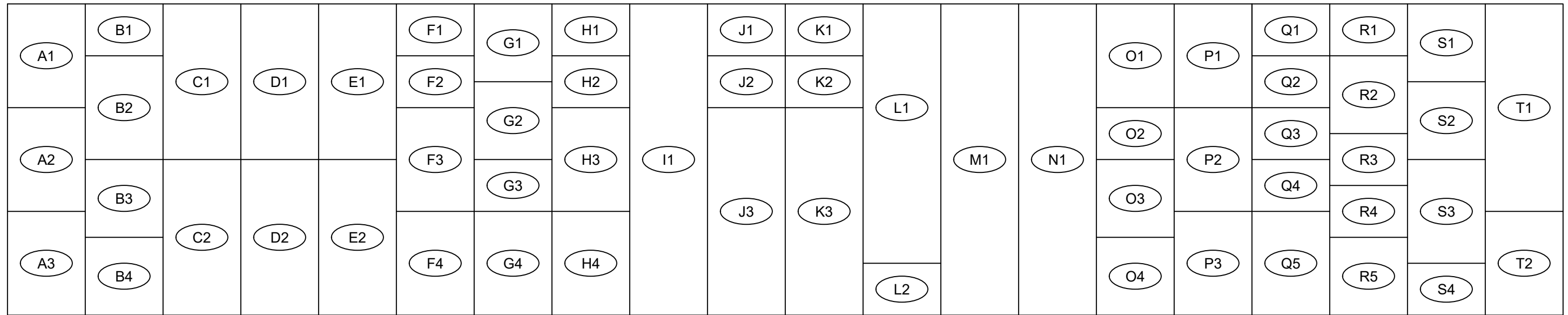
SILICON VALLEY CLEAN WATER
SAN MATEO COUNTY, CALIFORNIA

CONSOLIDATED SINGLE LINE DIAGRAM

MCC-P1

FILE NAME	Single_Line.dwg
DATE	7/1/19
SHEET	E9B
	13 OF 47

MCC-P2
(LOCATED IN SHB GENERATOR ROOM)

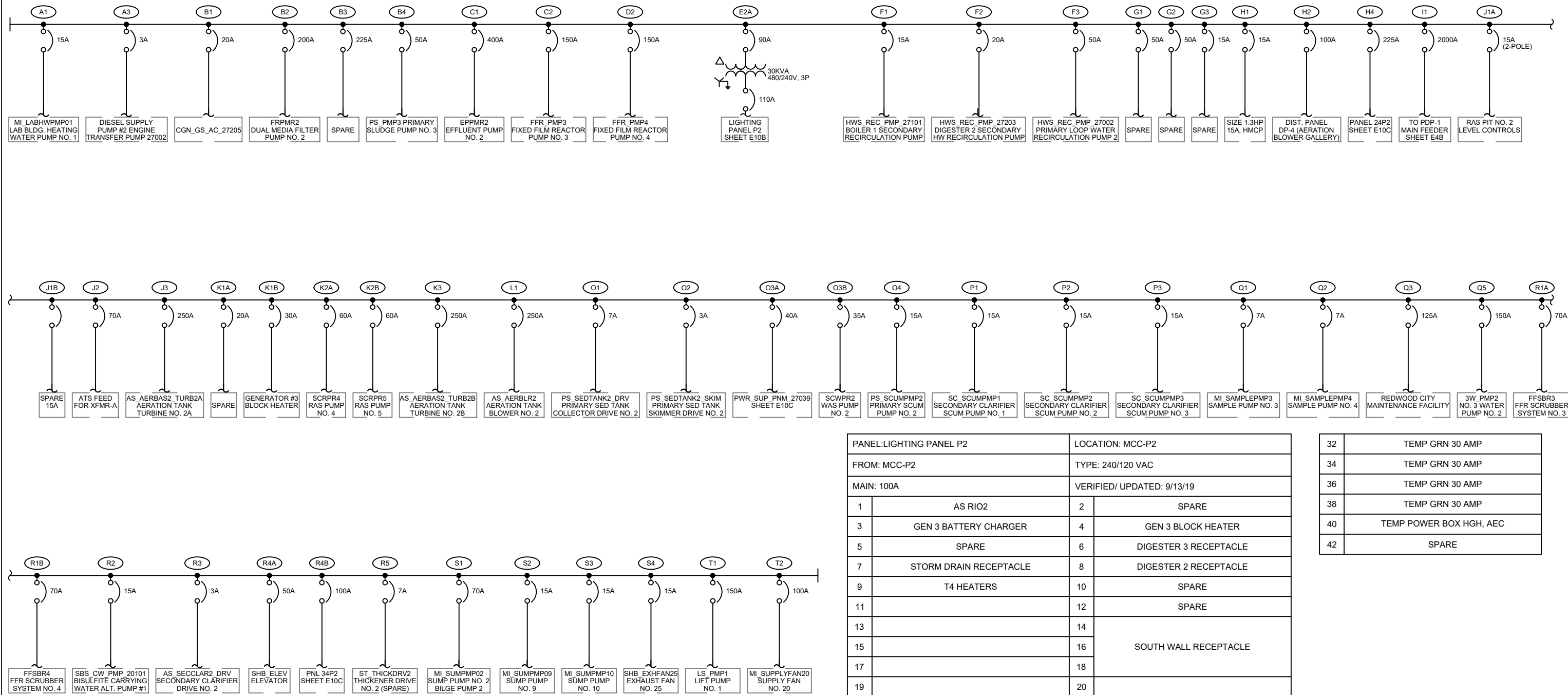


A1	MI_LABHWMP01	LAB BLDG. HEATING WATER PUMP NO. 1
A2	BLANK SPACE	
A3	DIESEL SUPPLY PUMP #2 ENGINE TRANSFER PUMP 27002	
B1	CGN_GS_AC_27205	
B2	FRPMR2	DUAL MEDIA FILTER PUMP NO. 2
B3	MCC1P2 (SPARE)	
B4	PS_PMP3	PRIMARY SLUDGE PUMP NO. 3
C1	EPPMR2	EFFLUENT PUMP NO. 2
C2	FFR_PMP3	FIXED FILM REACTOR PUMP NO. 3
D1	BLANK SPACE	
D2	FFR_PMP4	FIXED FILM REACTOR PUMP NO. 4
E1	LIGHTING PANEL P2	
E2A	BREAKER TRANSFORMER PRIMARY	
E2B	BREAKER TRANSFORMER SECONDARY	
F1	HWS_REC_PMP_27101	BOILER 1 SECONDARY RECIRCULATION PUMP
F2	HWS_REC_PMP_27203	DIGESTER 2 SECONDARY HW RECIRCULATION PUMP
F3	HWS_REC_PMP_27002	PRIMARY LOOP WATER RECIRCULATION PUMP 2
F4	BLANK SPACE	
G1	SPARE	
G2	SPARE	
G3	SPARE	
G4	BLANK SPACE	
H1	SIZE 1.3HP 15A, HMCP	
H2	DIST. PANEL DP-4	
H3	BLANK SPACE	
H4	PANEL 24P2	

I1	MCC-P2 MAIN FEEDER	
J1A	RAS PIT NO. 2 LEVEL CONTROLS	
J1B	SPARE 15A	
J2	ATS FEED FOR XFMR-A	
J3	AS_AERBAS2_TURB2A	AERATION TANK TURBINE NO. 2A
K1A	SPARE	
K1B	GENERATOR #3 BLOCK HEATER	
K2A	SCRPR4 RAS PUMP NO. 4	
K2B	SCRPR5 RAS PUMP NO. 5	
K3	AS_AERBAS2_TURB2B	AERATION TANK TURBINE NO. 2B
L1	AS_AERBLR2	AERATION TANK BLOWER NO. 2
L2	BLANK SPACE	
M1	BLANK SPACE	
N1	BLANK SPACE	
O1	PS_SEDTANK2_DRV	PRIMARY SED TANK COLLECTOR DRIVE NO. 2
O2	PS_SEDTANK2_SKIM	PRIMARY SED TANK SKIMMER DRIVE NO. 2
O3A	PWR_SUP_PNM_27039	
O3B	SCWPR2 WAS PUMP NO. 2	
O4	PS_SCUMPMP2	PRIMARY SCUM PUMP NO. 2
P1	SC_SCUMPMP1	SECONDARY CLARIFIER SCUM PUMP NO. 1
P2	SC_SCUMPMP2	SECONDARY CLARIFIER SCUM PUMP NO. 2
P3	SC_SCUMPMP3	SECONDARY CLARIFIER SCUM PUMP NO. 3
Q1	MI_SAMPLEPMP3	SAMPLE PUMP NO. 3
Q2	MI_SAMPLEPMP4	SAMPLE PUMP NO. 4
Q3	REDWOOD CITY MAINTENANCE FACILITY	
Q4	BLANK SPACE	
Q5	3W_PMP2	NO. 3 WATER PUMP NO. 2

R1A	FFSBR3	FFR SCRUBBER SYSTEM NO. 3
R1B	FFSBR4	FFR SCRUBBER SYSTEM NO. 4
R2	SBS_CW_PMP_20101	BISULFITE CARRYING WATER ALT. PUMP #1
R3	AS_SECCLAR2_DRV	SECONDARY CLARIFIER DRIVE NO. 2
R4A	SHB_ELEV	ELEVATOR
R4B	PNL34P2	EQUIP STORAGE BLDG.
R5	ST_THICKDRV2	THICKENER DRIVE NO. 2 (SPARE)
S1	MI_SUMPMP02	SUMP PUMP NO. 2 (BILGE PUMP 2)
S2	MI_SUMPMP09	SUMP PUMP NO. 9
S3	MI_SUMPMP10	SUMP PUMP NO. 10
S4	SHB_EXHFAN25	EXHAUST FAN NO. 25
T1	LS_PMP1	LIFT PUMP NO. 1
T2	MI_SUPPLYFAN20	SUPPLY FAN NO. 20

MCC-P2
(LOCATED IN SHB GENERATOR ROOM)



PANEL: LIGHTING PANEL P2		LOCATION: MCC-P2	
FROM: MCC-P2		TYPE: 240/120 VAC	
MAIN: 100A		VERIFIED/ UPDATED: 9/13/19	
1	AS RIO2	2	SPARE
3	GEN 3 BATTERY CHARGER	4	GEN 3 BLOCK HEATER
5	SPARE	6	DIGESTER 3 RECEPTACLE
7	STORM DRAIN RECEPTACLE	8	DIGESTER 2 RECEPTACLE
9	T4 HEATERS	10	SPARE
11		12	SPARE
13		14	SOUTH WALL RECEPTACLE
15		16	
17		18	
19		20	
21		22	
23	TIMER DIG#2 LIGHTS	24	

32	TEMP GRN 30 AMP
34	TEMP GRN 30 AMP
36	TEMP GRN 30 AMP
38	TEMP GRN 30 AMP
40	TEMP POWER BOX HGH, AEC
42	SPARE



NO.	REVISION	DATE	BY

NOT TO SCALE

SIGNED _____

DESIGNED BY
DRAWN BY
CHECKED BY

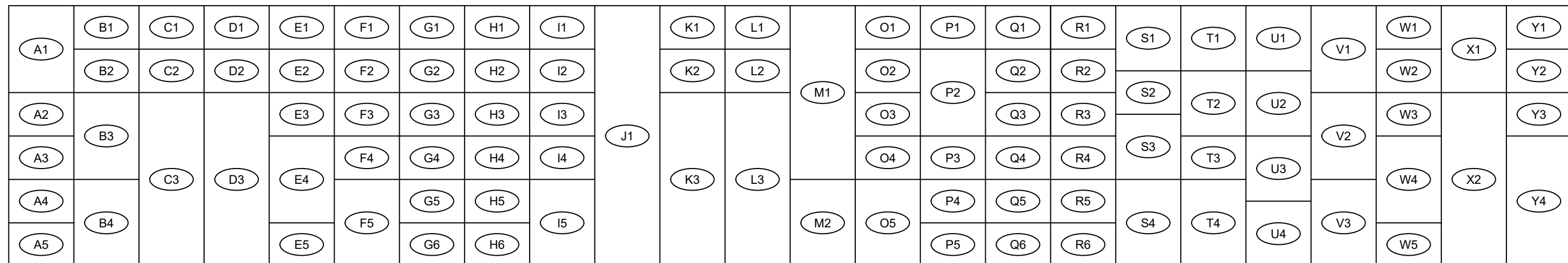
**SILICON VALLEY CLEAN WATER
SAN MATEO COUNTY, CALIFORNIA**

CONSOLIDATED SINGLE LINE DIAGRAM

MCC-P2

FILE NAME
Single_Line.dwg
DATE
7/1/19
SHEET
E10B
18 OF 47

MCC-P3
(LOCATED IN SHB GENERATOR ROOM)



A1	MI_CBHWMP02	CONTROL BLDG. HEATING WATER PUMP NO. 2
A2	CGN_SUP_FAN_27201	
A3	BLANK SPACE	
A4	BLANK SPACE	
A5	BLANK SPACE	
B1	BLANK SPACE	
B2	BLANK SPACE	
B3	EPPMR3	EFFLUENT PUMP NO. 3
B4	EPPMR4	EFFLUENT PUMP NO. 4
C1	BLANK SPACE	
C2	BLANK SPACE	
C3	FFR_PMP7	FIXED FILM REACTOR PUMP NO. 7
D1	CGN_EXH_FAN_27201	
D2	BLANK SPACE	
D3	FFR_PMP8	FIXED FILM REACTOR PUMP NO. 8
E1	BLANK SPACE	
E2	BLANK SPACE	
E3	BLANK SPACE	
E4	HWS-REC-PMP-27201	BOILER 2 SECONDARY RECIRCULATION PUMP
E5	HWS-REC-PMP-27303	DIGESTER 3 SECONDARY HW RECIRCULATION PUMP
F1	BLANK SPACE	
F2	BLANK SPACE	
F3	BLANK SPACE	
F4	BLANK SPACE	
F5	DIESEL SUPPLY PUMP #3 ENGINE TRANSFER PUMP 27003	
G1	BLANK SPACE	
G2	BLANK SPACE	
G3	BLANK SPACE	
G4	BLANK SPACE	
G5	BLANK SPACE	
G6	BLANK SPACE	
H1A	SCRPR3	RAS PUMP NO. 3
H1B	MANGO	
H2	DIST. PANEL DP-3	(AERATION BLOWER GALLERY)

H3	LIGHTING PANEL LP-A	(ACTIVATED SLUDGE EQUIPMENT GALLERY)
H4	BLANK SPACE	
H5	BLANK SPACE	
H6	BLANK SPACE	
I1	BLANK SPACE	
I2	BLANK SPACE	
I3	BLANK SPACE	
I4	BLANK SPACE	
I5	SPARE	
J1	MCC-P3 MAIN FEEDER	
K1	BLANK SPACE	
K2	BLANK SPACE	
K3	AS_AERBAS3_TURB3A	AERATION TANK TURBINE NO. 3A
L1	BLANK SPACE	
L2	BLANK SPACE	
L3	AS_AERBAS3_TURB3B	AERATION TANK TURBINE NO. 3B
M1	AS_AERBLR3	AERATION TANK BLOWER NO. 3
M2	BLANK SPACE	
O1	BLANK SPACE	
O2	BLANK SPACE	
O3	BLANK SPACE	
O4A	MCC-GRS	
O4B	SPARE 150A	
O5	FRPMR1	DUAL MEDIA FILTER PUMP NO. 1
P1	BLANK SPACE	
P2	GRS_PWR_SWB_23001	P-3 FEEDER FOR DP-GRS
P3	BLANK SPACE	
P4	BLANK SPACE	
P5	BLANK SPACE	
Q1	BLANK SPACE	
Q2	BLANK SPACE	
Q3	BLANK SPACE	
Q4	BLANK SPACE	
Q5A	SCWPR3	WAS PUMP NO. 3
Q5B	SPARE 35A	

Q6	BLANK SPACE	
R1	BLANK SPACE	
R2	BLANK SPACE	
R3	SIZE 1.2HP 7A, HMCP	
R4	BLANK SPACE	
R5	BLANK SPACE	
R6	BLANK SPACE	
S1	13 (SPARE)	
S2	14 (SPARE)	
S3	AS_SECCLARE3_DRV	SECONDARY CLARIFIER DRIVE NO. 3
S4	AS_ABDNMP2	AERATION BASIN DRAIN PUMP NO. 2
T1	ST_THELUTRMP1	THICKENER ELUTRIATION PUMP NO. 1
T2	PS_PMP4	PRIMARY SLUDGE PUMP NO. 4
T3	SPARE	
T4	PS_SCUMPMP3	PRIMARY SCUM PUMP NO. 3
U1	ST_PMP1	THICKENED SLUDGE PUMP NO. 1
U2	23 (SPARE)	
U3	MI_SUMPPMP03	SUMP PUMP NO. 3 (BILGE PUMP 3)
U4	MI_SUMPPMP22	SUMP PUMP NO. 22
V1	DMF DISTRIBUTION PANELS	
V2	3W_PMP3	NO. 3 WATER PUMP NO. 3
V3	ST_THICKDRV3	THICKENER DRIVE NO. 3
W1	BLANK SPACE	
W2A	SPARE	
W2B	SPARE	
W3	BLANK SPACE	
W4	MI_SUMPPMP23	SUMP PUMP NO. 23
W5	MI_SUPPLYFAN21	SUPPLY FAN NO. 21
X1	ST_PMP3	THICKENED SLUDGE PUMP NO. 3
X2	LS_PMP2	LIFT PUMP NO. 2
Y1A	PNL-D	LIGHTING PANEL
Y1B	SPARE 100A	
Y2	SHB_EXHFAN26	EXHAUST FAN NO. 26
Y3	BLANK SPACE	
Y4	PNLL3	LIGHTING PANEL



NO.	REVISION	DATE	BY

NOT TO SCALE

SIGNED _____

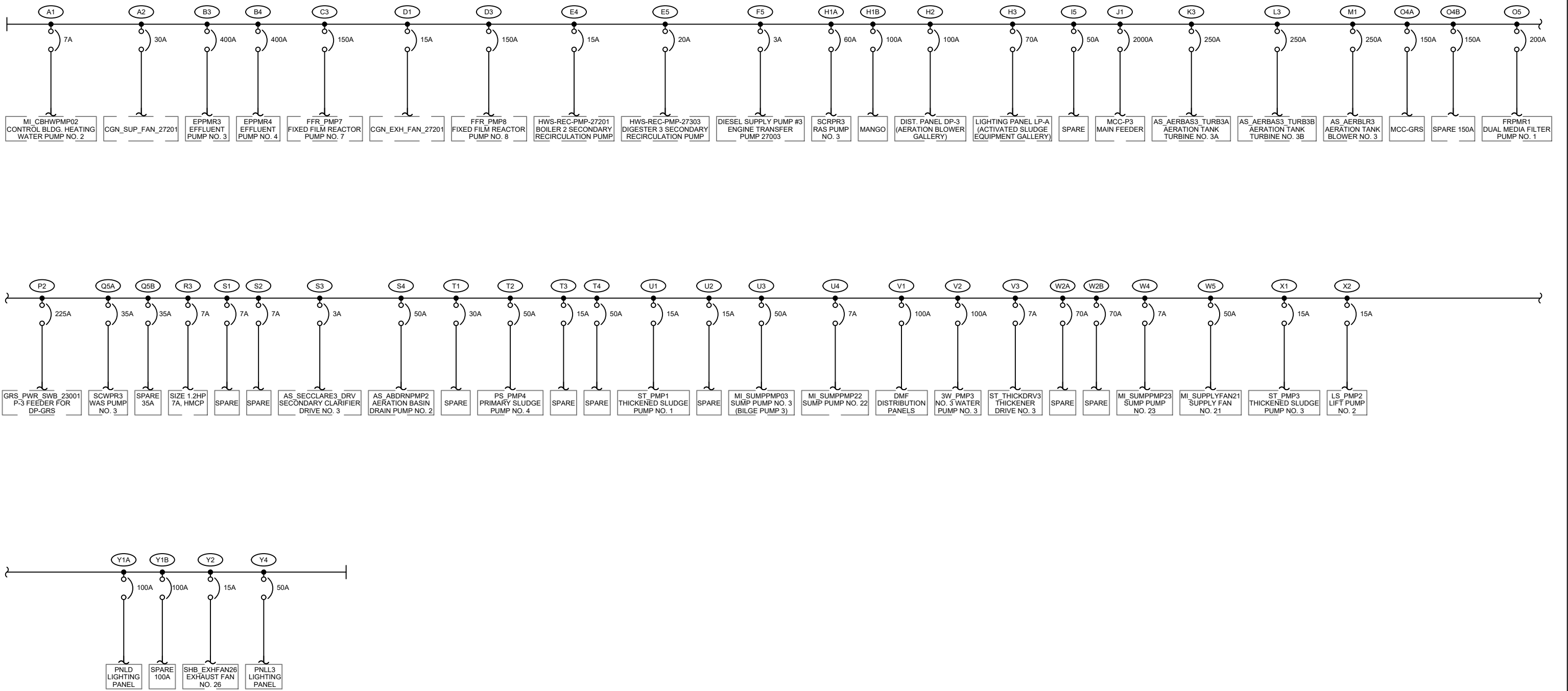
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**SILICON VALLEY CLEAN WATER
SAN MATEO COUNTY, CALIFORNIA**
CONSOLIDATED SINGLE LINE DIAGRAM

MCC-P3 ELEVATION

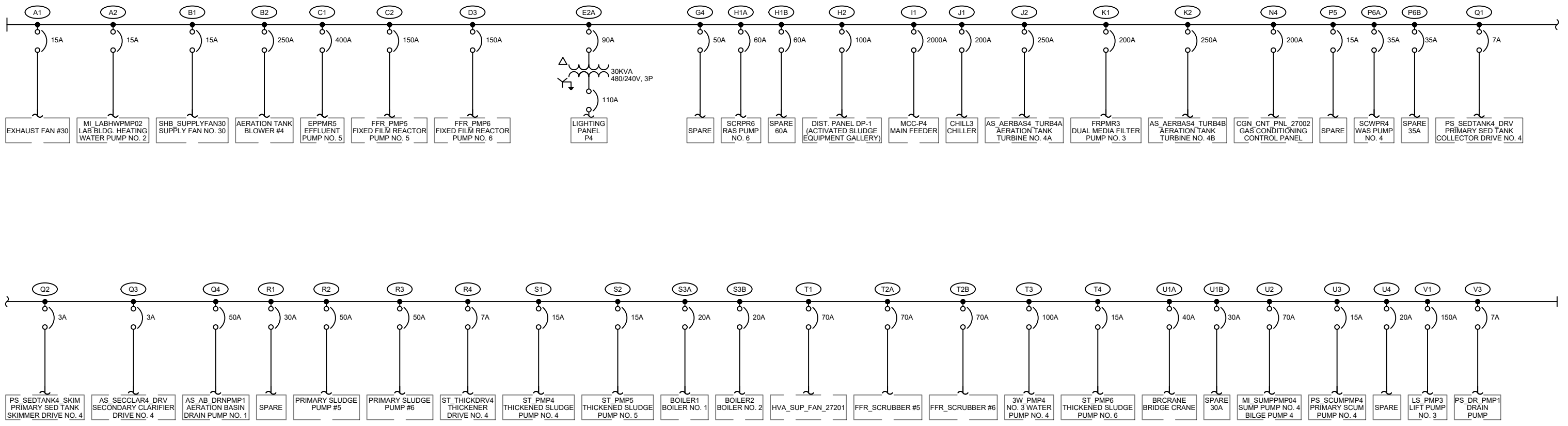
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DATE 7/1/19
SHEET E11A
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MCC-P3
(LOCATED IN SHB GENERATOR ROOM)



	NO.	REVISION	DATE	BY	NOT TO SCALE	DESIGNED BY	SILICON VALLEY CLEAN WATER SAN MATEO COUNTY, CALIFORNIA	MCC-P3	FILE NAME	
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						CHECKED BY			SHEET	E11B
						SIGNED _____				
								22 OF 47		

MCC-P4
(LOCATED IN SHB GENERATOR ROOM)



NO.	REVISION	DATE	BY

NOT TO SCALE

SIGNED _____

DESIGNED BY
DRAWN BY
CHECKED BY

SILICON VALLEY CLEAN WATER
SAN MATEO COUNTY, CALIFORNIA

CONSOLIDATED SINGLE LINE DIAGRAM

MCC-P4

FILE NAME	Single_Line.dwg
DATE	7/1/19
SHEET	E12B
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During step 2 of the procurement process, the following background documents related to the FEP Improvements Project will be available with the RFP:

- Visual Inspection Videos, photos, and reports.
- Bridging Documents (10% level) excluding system curves or hydraulic profiles.

Note: SVCW is providing these documents only for informational purposes and does not confer a license or grant for any other use. SVCW makes no assurance as to the completeness or accuracy of the background documents. The Respondent shall not solely rely on the background information for project development. As part of its work under the Contract, the Design-Builder shall confirm the accuracy of all factual indications in the background documents regarding the physical conditions at the site of the work to the extent that the Design-Builder relies upon or uses the information as a basis for its final design and for construction. In addition, SVCW may not have all records for the existing facilities and the information contained with any existing records may be incorrect or inadequate. It is the Respondent's responsibility to check the validity of the information provided.

Attachment B: Design Builder Minimum Qualification Requirements Questionnaire

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Attachment B: Design-Builder Minimum Qualification Requirements Questionnaire

Note: Design-Builder (DB entity) will be disqualified if the answer to any of the following questions is “No,” except as otherwise stated herein.

1. Has the DB entity submitted a transmittal letter?
 Yes No
2. Does the DB entity’s Construction Contractor currently possess a valid and current California **CLASS A** Contractor’s License?
 Yes No
3. Does the DB entity’s Designer(s) of Record currently possess a valid and current California **PE** license for each discipline required?
 Yes No
4. Within the past 10 years has Respondent’s team completed the design of at least three projects involving pumps at or above 150HP located at a water or wastewater treatment plant:
 Yes No
5. Within the past 10 years has Respondent’s team completed the construction of at least two design-build projects involving pumps and VFDs at or above 150HP located in a wastewater treatment plant(as verified by project profiles):
 Yes No
6. Has the DB Entity’s Construction Contractor achieved an EMR of not greater than 1.00 for the past three years on Worker’s Compensation claims?
 Yes No
7. Does the DB entity have the ability to obtain a Commercial General Liability Insurance policy, shared by all enrolled parties, with a policy limit of at least \$5 million per occurrence for bodily injury, personal injury, or property damage?
 Yes No

Include a letter or policy statement from DB’s insurance company verifying the ability to obtain this insurance coverage.

8. Does the DB entity have the ability to obtain a Pollution Liability Insurance policy with a policy limit of at least \$2 million per occurrence and \$5 million aggregate?
 Yes No

Include a letter or policy statement from DB’s insurance company verifying the ability to obtain this insurance coverage.

9. Does the DB entity’s Engineer(s) of Record have the ability to obtain a Commercial General Liability Insurance policy with a policy limit of at least \$4 million per occurrence for bodily injury, personal injury, or property damage?
 Yes No

Include a letter or policy statement from DB’s insurance company verifying the ability to obtain this insurance coverage.

- 10.** Does the DB entity have the ability to obtain Professional Liability Insurance with a policy limit of \$10 million per claim?

Yes No

Include a letter or policy statement from DB’s insurance company verifying the ability to obtain this insurance coverage.

- 11.** Does the DB entity have the ability to obtain Automobile Liability Insurance with a \$2 million combined single limit per accident for bodily injury and property damage?

Yes No

Include a letter or policy statement from DB’s insurance company verifying the ability to obtain this insurance coverage.

- 12.** Does the DB entity have current workers’ compensation insurance policy as required by the Labor Code or is legally self-insured pursuant to Labor Code section 3700 *et. seq.* with a policy limit of \$1,000,000 per accident?

Yes No

Include a letter or policy statement from DB’s insurance company verifying the ability to obtain this insurance coverage.

- 13.** Has the DB entity attached a notarized statement from an admitted surety insurer (approved by the California Department of Insurance) and authorized to issue bonds in the State of California, which states: (a) that its current bonding capacity is sufficient for the FEP Improvements Project and (b) is within current available bonding capacity? SVCW may request an additional notarized statement from the surety at the time of submission of a proposal, if this SOQ package is submitted more than 60 days prior to proposal submission.

Yes No

A “no” response for this question will not immediately disqualify a DB entity for pre-qualification provided that a written statement of explanation from the Surety Company indicating that the DB entity’s bonding capacity will be available before SVCW solicits proposals for this Project. Surety Letter must state the DB entity’s current bonding capacity and availability.

- 14.** Has the DB entity received and acknowledged receipt of all issued addenda? List the number and date of all Addenda received by the DB.

Yes No

_____	_____
_____	_____
_____	_____
_____	_____
_____	_____

Note: DB entity will be disqualified if the answer to any of the following questions is “Yes,” except as otherwise stated herein.

- 15. Has any contractor license held by the DB entity, the general contractor member of the Design-Builder, or any of the DB entity's subcontractors, been revoked or suspended at any time in the last five years preceding the time of submitting this SOQ because of any performance related reasons or the DB Entity's failure to comply with any applicable licensing requirements?
 Yes No
- 16. Has a performance bond surety firm taken over or completed a project on DB entity's behalf, supervised the work of a project, or paid amounts to third parties for completion of a project related to the DB entity's work within the last five (5) years preceding the time of submitting this SOQ?
 Yes No
- 17. Is any member of the DB entity precluded from performing work on the FEP Improvements Project as a member of the DB Project Team as stipulated in this RFQ Section 5.5 (Eligibility / Disallowed Firms)?
 Yes No
- 18. Is the DB entity currently or at any time during the last five (5) years preceding the time of submitting this SOQ been in bankruptcy or receivership?
 Yes No
- 19. At any time during the last five years preceding the time of submitting this request for pre-qualification, has the DB entity or any of its owners or officers been convicted of a crime involving the awarding of a construction contract for a private or public agency, or the bidding or performance of a private or public agency contract?
 Yes No
- 20. Has the DB entity or any of its owners, officers, or partners ever been found liable in a civil suit, or found guilty in a criminal action, for making any false claim or material misrepresentation?
 Yes No
- 21. Has the DB entity or any of its owners, officers, or partners ever been convicted of a crime involving any federal, state, or local law related to construction?
 Yes No
- 22. Has the DB entity or any of its owners, officers, or partners ever been convicted of a federal or state crime of fraud, theft, or any other act of dishonesty?

Yes No

23. In the last five (5) years preceding the time of submitting this SOQ form, has the DB entity, or any firm with which any of the Design-Builder’s owners, officers, or partners was associated, been debarred, disqualified, removed or terminated “for cause” from a construction project?

Yes No

Attachment C: Contract-Related Documents

C.1 Term Sheet

C.2 Risk Allocation Matrix

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Attachment C.1:

FEP Improvements Project Term Sheet

The following is a summary of the terms and conditions that Silicon Valley Clean Water (“SVCW”) anticipates will be included in the Progressive Design Build Agreement (“Agreement”) for the Final Effluent Pump Improvements Project. These terms and conditions should not be considered as all-inclusive or definitive as to the form or substance of the actual provisions of the Agreement to be awarded. SVCW reserves the right to amend, modify, or delete any of these terms and conditions in the RFP or Agreement.

1. Contract Time

The Agreement will include provisions for the dates (or number of days) when the Design-Builder must achieve Substantial Completion and Final Completion. The dates (or number of days) will be established during preconstruction and incorporated into the Agreement via amendment.

2. Liquidated Damages

The Agreement will set forth liquidated damages for failure to achieve Substantial Completion or Final Completion within the contract time negotiated and agreed upon by the parties. In addition, the Agreement will set forth separate liquidated damages for specific milestone completion dates, including but not limited to completion of work that affects other SVCW projects such as the receiving lift station shaft and the retrieval of the tunnel boring machine from the receiving lift station shaft.

3. SVCW Ownership of Facilities

SVCW will own the Facilities and control the easements on which certain Facilities are to be built. SVCW will provide the Design Builder with access to the Work site and easements for the purpose of fulfilling its obligations (design and construction) under the Agreement.

4. Design of the Facilities

The Design-Builder will have sole responsibility for designing the Facilities and will assume all design risk. The Design-Builder’s design must meet the minimum design requirements as defined by the Design Criteria to be included with the RFP and as refined collaboratively during Stage 1 Preconstruction, and must be completed in accordance with all design requirements included in the Agreement. SVCW will review the design at specific design development milestones for consistency and compliance with such design requirements.

5. Integration with Existing SCADA System

In order to integrate the Facilities with SVCW's existing SCADA system, all proposers will be required to work with Cascade Integration Development Inc. SVCW will pay for the services rendered by Cascade Integration Development as they relate to SCADA integration.

6. Construction and Acceptance Testing

The Design-Builder will be required to construct the Facilities in accordance with the design and construction requirements included in the Agreement, applicable codes, permits, regulations and other applicable laws and good engineering and construction practices.

Following substantial completion of the Project, the Design-Builder will undertake and pass acceptance tests, which demonstrate that the Facilities are capable of operating in accordance with the acceptance standards that will be defined in the Agreement. Passing acceptance tests will be required in order to achieve Final Completion.

7. Price Proposal

Design-Builder’s proposal shall include a price proposal based on the project defined in the RFP with the following components:

- Lump sum price for Stage 1 Preconstruction services (design through 60% completion).
- Percentages to be applied to all Stage 2 costs (design completion, construction and start-up costs) to cover the following:
 - Home office overhead
 - Profit
- The percentages for home office overhead and profit to be applied to Stage 2 costs will remain fixed throughout the project unless changes are approved by the Authority.
- A detailed open book estimated total cost for Stage 2 services (completion of design and all construction).
- The Proposer’s Total Construction Cost Estimate will provide a starting point for construction cost estimate revisions during Stage 1. As elements of the project are changed during Stage 1, the Total Construction Cost Estimate will be adjusted accordingly. Ultimately revisions to the Proposer’s Total Construction Cost Estimate, at the conclusion of Stage 1, will lead to a GMP or lump sum for Stage 2.

8. Compensation

Stage 1 services (design through 60-70% completion) will be compensated on the basis of the Design-Builder’s Stage 1 lump sum amount.

Stage 2 of the Project will proceed only if SVCW and the Design-Builder come to agreement on a Guaranteed Maximum Price (GMP) or a lump sum for all remaining design and construction work during Stage 2. If a GMP is established, the Agreement will include a shared savings clause, which will entitle the Designer-Builder a percentage of any savings the Design-Builder achieves by reaching Final Completion under the GMP. All Stage 2 pricing information will be developed by the Design-Builder and shared with SVCW as an “open book.”

9. Basis of Payment

The Design-Builder will be compensated on the basis of monthly invoices submitted.

10. Retention

SVCW anticipates withholding 5% of each progress payment for construction work performed during Stage 2 as retention until Final Completion of the Project is achieved.

11. Security for Performance

The Design-Builder shall provide a payment bond and performance bond in the amount of 100% of the Stage 2 services prior to the issuance of the Notice to Proceed for Stage 2.

12. Insurance

Design-Builder shall be responsible for obtaining insurance as required per the Agreement.

13. Differing Site Conditions / Force Majeure

Design-Builder may be entitled to a time extension for differing site conditions or a force majeure event that affects the critical path of the Project. Design-Builder may also be entitled to a change in the Contract Price.

14. Termination for an Event of Default

SVCW will have the right to terminate the Agreement after notice and cure opportunity upon the occurrence of certain events of default including, without limitation, the Design-Builder's failure to perform any material obligation under the Agreement. SVCW will also have the right to terminate the Agreement without notice or cure opportunity upon the occurrence of certain events of default, which include the failure to obtain and maintain any contract security instrument, the failure to achieve acceptance of the Facilities through the acceptance process, and the insolvency or bankruptcy of the Design-Builder.

15. Convenience Termination

SVCW will have the right, at any time, to terminate the Agreement for its convenience and without cause. For a convenience termination during Stage 1 (including any time prior to the issuance of a Notice to Proceed for Stage 2), Design-Builder shall only be entitled to payment for percentage of Stage 1 work completed, not to exceed the Stage 1 lump sum amount. For a termination "for convenience" during Stage 2, the Design-Builder shall be entitled to payment for all work completed but not yet paid or invoiced.

16. Additional Design Services

In the event that the parties do not come to agreement to proceed to Stage 2 of the Project, SVCW reserves the right to; 1) require Design-Builder to complete the design for the Project to 100%; 2) terminate the Design-Builder; or 3) to contract directly with Design-Builder's lead designer and/or design subconsultants for design-related services on this Project, in which case Design-Builder shall take such steps as are reasonably necessary to enable SVCW to implement such relationship.

17. Indemnification

The Design-Builder will indemnify, defend and hold harmless SVCW and its officials, employees, representatives, agents and contractors from and against any and all loss and expense arising from or in connection with the Design-Builder's (1) performance of, or failure to perform, its obligations under the Agreement, or (2) the negligence or willful misconduct of the Design-Builder or any of its officers, directors, employees, representatives, agents or sub-contractors in connection with the Agreement.

18. No Consequential Damages

Neither SVCW nor the Design-Builder shall be entitled to recover consequential damages for any breach of the Agreement.

19. Forum for Dispute Resolution

The parties shall consent to the exclusive jurisdiction of the courts of the State of California located in San Mateo County. SVCW is amenable to alternate dispute resolution procedures but will not agree to arbitration.

Attachment C.2. Risk Allocation Matrix (P – Primary, S – Secondary)			
Risk/Responsibility	Risk Allocation		Comments
	SVCW	Design-Builder	
Environmental Review	P		Completion and acceptance of Environmental Impact Report and CEQA review for project as currently defined
Environmental Permits	P		SVCW to obtain [ACOE, BCDC, CAFWS] permits for project as currently defined
Right of way	P		Obtain easements and agreements for staging areas for project as currently defined
Modification to CEQA, Environmental Permits and right of way		P	Changes needed due to Design-Builder ideas that are different from project as defined in CEQA review and environmental permits
Construction Permits		P	Construction permits after contract execution (e.g., city, building permits)
Approval of “turnover” milestones and GP Project compliance	P		SVCW responsible for approving the “turnover” milestones and for GP Project compliance with the “turnover” milestones
Design Liability		P	Preconstruction services scope will include task for Design-Builder to review and accept or propose modifications to design criteria and design concepts previously developed
Existing Geotechnical Information	P		SVCW will provide existing geotechnical information but will only allow Design-Builder to rely on data (not interpretation)
Evaluation of existing geotechnical information		P	DB Project Team will be required to have its own geotechnical / foundation engineer for interpretation.
Site Investigation after Contract Finalization		P	Preconstruction services scope will include task for Design-Builder to conduct further geotechnical and groundwater studies.
Reasonably Foreseeable Site Conditions and Buried Utilities		P	Design-Builder will have responsibility for conditions that could be reasonably foreseen. Design Builder will have the opportunity to verify locations of known buried infrastructure.
Site Conditions and Buried Utilities that could not be reasonably foreseen by Design-Builder	P		SVCW will have the risk of site conditions that could not be reasonably foreseen by the Design-Builder (as defined in the contract) after employing prudent industry practices to determine subsurface site conditions and identify known buried infrastructure
Condition Assessment of Existing Connection Points after Contract Finalization		P	Preconstruction services scope will include task for Design-Builder to conduct condition assessment of accessible connection points. Design-Builder will propose additional work required to utilize proposed connection points or alternatives. Design-Builder will take risk if additional work is required to repair or upgrade those accessible points during construction.
Existing Influent Characteristics	P	P	SVCW will provide existing influent flow, BOD, and TSS data. The DB Entity will have the opportunity to collect additional data for confirmation of design.

Attachment C.2. Risk Allocation Matrix (P – Primary, S – Secondary)			
Risk/Responsibility	Risk Allocation		Comments
	SVCW	Design-Builder	
Future Influent Characteristics	P	P	SVCW will provide future flow data expected into the gravity pipeline. The new conveyance system will alter future influent characteristics which will be developed during Stage 1.
Facility Life		P	Design-Builder responsible for designing Project facilities to meet a minimum 30 year service life with reasonable maintenance and operational parameters considering life cycle costs.
Pumping Performance	S	P	Design-Builder responsible for meeting performance requirements during acceptance tests if influent characteristics are within “envelope” defined by SVCW. SVCW risk if influent characteristics are outside of defined “envelope”
Project Scope and Quality Definition	P		SVCW responsible for defining project scope and quality objectives and approving changes affecting project scope and quality
Construction Cost		P	Design-Builder will be responsible for costs exceeding negotiated pricing unless entitled to a change
Construction Schedule	S	P	Design-Builder risk during Stage 2. SVCW risk if schedule delay due to failure of GP Project Design-Builder to meet turnover milestone at exit shaft., uncontrollable circumstances (unforeseen site conditions, abnormal weather, “acts of god” etc.) or requested scope changes after start of Stage 2.
Construction Quality		P	Design-Builder is responsible to meet standards established in contract and / or amendment for Stage 2.
Financing and Payment	P		SVCW is responsible for obtaining financing and timely payment to the Design-Builder
Changes in Law	P	S	SVCW risk if laws or regulations change after Stage 2 negotiation. Design-Builder risk if a failure to incorporate changes occurring during Stage 1.

P= Primary risk responsibility

S = Secondary risk responsibility

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Attachment D: SOQ Forms

- D.1 Affidavit of Authenticity**
- D.2 Insurance Company Letter of Intent**
- D.3 Surety Letter of Intent**

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Attachment D.1
Affidavit of Authenticity

The following affidavit shall be executed, notarized, and submitted for each legal entity that is a member of the Respondent as identified in the Statement of Qualifications (SOQ).

State of California

County of San Mateo

Before me, the undersigned authority, personally appeared _____, who, having been by me duly sworn, made the following statement:

"I am authorized to make this affidavit on behalf of _____, a participating legal entity in the attached SOQ dated _____, 2023, and submitted in response to Request for Qualifications (RFQ) issued by Silicon Valley Clean Water for the Final Effluent Pump Station Improvements Design-Build Project. All information pertaining to _____ and provided in the attached SOQ is to the best of my knowledge, true and correct and if called upon to testify, I could testify competently thereto.

I acknowledge receipt of the Addenda to this RFQ by identifying the following Addenda numbers and dates of receipt (if any): _____

(Signature)

(Printed Name)

(Date)

(Design-Build Respondent Firm)

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Attachment D.2
Insurance Company Letter of Intent

(to be typed on Insurance Company Letterhead)

Attn: Kim Hackett, Authority Engineer
1400 Radio Road
Redwood City, CA 94065

SUBJECT: Final Effluent Pump Station Improvements Project – – Letter of Intent to Insure

Dear Ms. Hackett:

_____ (“the Respondent”) has submitted herewith a Statement of Qualifications (SOQ) in response to the Request for Qualifications (RFQ) for the Front of Plant Project, issued by the Silicon Valley Clean Water (the “Owner”) on _____, 2023, as amended, pursuant to which it is seeking to be selected by the Owner to deliver the Project described in the SOQ.

Over the past three years, the Respondent is known to have an average Experience Modification Rate of _____.

The Insurance Company has reviewed the Owner’s RFQ and the Respondent’s SOQ. The Insurance Company hereby certifies that the Respondent is capable of obtaining all required insurance as described in the Owner’s RFQ in the event the Respondent is selected for final negotiations and execution of the Design-Build Contract by the Owner.

Name of Insurance Company

Name of Authorized Signatory

Signature

Title

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Attachment D.3
Surety Letter of Intent

(to be typed on Surety Company letterhead)

Attn: Kim Hackett, Authority Engineer
1400 Radio Road
Redwood City, CA 94065

SUBJECT: Final Effluent Pump Station Improvements Project Proposal – – Letter of Intent to Issue Security

Dear Ms. Hackett:

_____ (“the Respondent”) has submitted herewith Statement of Qualifications (SOQ) in response to the Request for Qualifications (RFQ) for the Final Effluent Pump Station Improvements Project issued by Silicon Valley Clean Water (the “Owner”) on _____, 2023, as amended, pursuant to which it is seeking to be selected by the Owner to deliver the Final Effluent Pump Station Improvements Project generally described in the Request for Qualifications and to be further described in the Request for Proposals.

The Surety has reviewed the Owner’s RFQ and the Respondent’s SOQ. The Surety hereby certifies that Respondent has the required total and available bonding capacity and per-project bonding limits to meet the requirements of the RFQ. The Surety(ies) further certify that, in the event the Respondent is selected as the Design-Builder and subject to review of the RFP and draft Design-Build Agreement by the Surety(ies), that the Surety(ies) intends to issue on behalf of the Respondent, as security for performance of Stage 2 services under the Design-Build Agreement, a Performance Bond and a Payment Bond for the benefit of the Owner. The Performance Bond and the Payment Bond will each be in an amount equal to the value of the price established for Stage 2 work and shall be increased to reflect any price adjustment.

Name of Surety

Name of Authorized Signatory

Signature

Title

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Attachment E: Organizational Conflict of Interest Policy

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ATTACHMENT

Organizational Conflict of Interest Policy for Design-Build Projects

PURPOSE

This policy establishes the organizational conflict of interest guidelines applicable to design-build projects procured pursuant to Public Contract Code Section 22160, et seq.

APPLICABILITY

This policy applies to all Consultants and Contractors that have entered into or wish to enter into contracts with SVCW to perform design-build work.

POLICY

Contractors and consultants participating as proposers ("Proposers;") on a design-build project or joining a design-build team may not have an organizational conflict of interest.

Organizational conflicts of interest are created by circumstances arising out of consultants' or contractors' existing or past activities, business or financial interests, familial relationships, contractual relationships, or organizational structure (e.g., parent entities, subsidiaries, affiliates) that result in (i) impairment or potential impairment of consultants' or contractors' ability to render impartial assistance or advice to SVCW or of their objectivity in performing work for SVCW, (ii) an unfair competitive advantage for any bidder or Proposer with respect to SVCW's procurement, or (iii) a perception or appearance of impropriety with respect to any of SVCW's procurements or contracts or perception or appearance of unfair competitive advantage with respect to a procurement by SVCW (irrespective of whether such perception is accurate).

This Policy neither purports to address every situation that may arise in the context of SVCW's procurements and contracts, nor to mandate a particular decision or determination by SVCW. SVCW retains the ultimate and sole discretion to determine, on a case by case basis, whether an organizational conflict of interest exists. An organizational conflict of interest may exist in the following instances:

- a. A Proposer is SVCW's general engineering or architectural consultant for the design-build project, except that a sub-consultant of the general engineering or architectural consultant that has not yet performed work on the contract to provide services for the design-build project may participate as a Proposer or join a design-build team if the Proposer terminates the agreement to provide work and provides no work for SVCW's general engineering or architectural consultant on the design-build project.
- b. A Proposer has assisted or is assisting SVCW in the management of the design-build project, including the preparation of the request for proposals, evaluation criteria, or any other aspect of the procurement.
- c. A Proposer has conducted preliminary design services for the design-build project such as

conceptual layouts, preliminary design, or preparation of bridging documents.

- d. A Proposer performed design work related to the design-build project for other stakeholders in the design-build project.
- e. A Proposer performed design work on a previous contract that specifically excludes the Proposer from participating as a Proposer or joining any design-build team for the design-build project.
- f. A Proposer is under contract with any other entity or stakeholder to perform oversight of the design-build project.
- g. Any circumstances that would violate California Government Code Section 1090, et seq. (Contractual Conflicts).

SVCW may be required to comply with requirements and regulations applicable to federally funded procurements and contracts. Nothing in this Policy is intended to limit, modify or otherwise alter the effect of other relevant federal, state, or local regulations, statutes or rules.

Consultants responsible for preparing documents under the California Environmental Quality Act ("CEQA") are required to comply with all state laws and regulations applicable to such services, including requirements relating to organizational conflicts of interest. For federally funded projects subject to NEPA compliance, Consultants involved in the preparation of an Environmental Impact Statement (EIS) must disclose whether or not they have a financial or other interest in the outcome of the project. A Consultant involved in the preparation of an EIS may propose on work connected with the project only after the EIS is completed. (See 40 CFR 1506.5(c).)

Proposers' Obligations

Proposers having a conflict must immediately make a full written disclosure of the conflict to the SVCW Manager and shall have a continuing obligation to do so until they are no longer Proposers.

If a Proposer determines that a potential conflict of interest exists, the Proposer's disclosure will not necessarily disqualify the Proposer from being awarded a contract. The Proposer shall submit proposed measures to avoid, neutralize, or mitigate all potential or actual conflicts. SVCW, at its sole discretion, shall determine whether an organizational conflict of interest exists and whether the proposed measures are sufficient to overcome the conflict or potential conflict and whether the Proposer may continue with the procurement process.

Obligations after Contract Award

The successful Proposer to whom the contract is awarded ("Contractor") has an ongoing obligation to monitor and disclose conflicts or potential conflicts of interest. SVCW has the right to ongoing enforcement of this policy. If an organizational conflict of interest is discovered after the contract has been awarded, the Contractor must make an immediate and full written disclosure to SVCW that includes a description of the action that the Contractor has taken or proposes to take to avoid or mitigate the conflict. If an organizational conflict of interest is determined to exist and the Contractor was aware of the organizational conflict of interest prior to

award of the contract and did not disclose the conflict, SVCW may terminate the contract. If a conflict of interest arises after the contract award and the Contractor's proposed measures to avoid or mitigate the conflict are determined by SVCW to be inadequate to protect SVCW, SVCW may terminate the contract. If the contract is terminated, SVCW assumes no obligation, responsibility or liability to reimburse all or part of the costs incurred or alleged to have been incurred by the Contractor, and SVCW shall be entitled to pursue any and all appropriate legal remedies.

Incorporation by Reference

This policy shall be incorporated by reference into all design-build contracts executed by SVCW.