

**COMMISSION OF SILICON VALLEY CLEAN WATER
JOINT POWERS AUTHORITY
REGULAR MEETING – Thursday, September 11, 2025
8:00 a.m.**

**Place: Silicon Valley Clean Water
1400 Radio Road
Redwood City, California**

Consistent with Government Code Section 54953, this meeting will be held both in person and virtually. See page 5 of this agenda for virtual meeting access information and instructions.

COMMISSIONERS

BOARD MEMBER GEORGE OTTE, WEST BAY SANITARY DISTRICT – CHAIR
MAYOR ELMER MARTÍNEZ SABALLOS, REDWOOD CITY – VICE CHAIR
COUNCIL MEMBER TOM MCCUNE, BELMONT – SECRETARY
COUNCIL MEMBER NEIL LAYTON, SAN CARLOS

MANAGER: MATTHEW P. ZUCCA

AUTHORITY ATTORNEY: CHRISTINE C. FITZGERALD

CONTROLLER: BETH GOLDBERG

TREASURER: MATTHEW ANDERSON

AMERICANS WITH DISABILITIES ACT

In compliance with the Americans with Disabilities Act, if you need special assistance to participate in this meeting, please contact SVCW (650) 591-7121. Notification in advance of the meeting will enable the Authority to make reasonable arrangements to ensure accessibility to this meeting.

AGENDA

1. CALL TO ORDER
2. ROLL CALL
3. PLEDGE OF ALLEGIANCE
4. PUBLIC COMMENT
Any member of the public may address and ask questions of the Chair under this item relating to any matter within the Commission's jurisdiction that does not appear as a separate item on the agenda. Opportunity will be provided for members of the public to address the Chair and ask questions about any item that is listed on the agenda at the time the Commission considers the item and before action is taken. If you address the Commission on a non-agenda item, be aware that the Ralph M. Brown Act (Gov. C. § 54950 et seq.) prohibits the

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Commission from acting on or discussing such matters at this meeting. Such item may be referred to staff for a decision with regard to placing it on a future agenda for discussion, action, or report.

- 5. **CONSIDERATION OF MOTION APPROVING CONSENT CALENDAR**
NOTICE TO PUBLIC - All matters listed under CONSENT CALENDAR are considered to be routine. There may be discussion on items on the CONSENT CALENDAR. All items will be enacted by one motion with a voice vote unless members of the Commission, staff, or public request specific items be removed from the CONSENT CALENDAR for separate action.
 - A. APPROVAL OF MINUTES – July 10, 2025 - Regular Meeting.....pg. 6
 - B. CLAIMS AND CHECKS DATED JULY 8 – AUGUST 18, 2025, AND NECESSARY PAYMENTS THROUGH AUGUST 18, 2025.....pg. 10
 - C. RESOLUTION NO. SVCW 25-26 RATIFYING CONTRACTS APPROVED BY THE AUTHORITY MANAGER PURSUANT TO AUTHORITY DELEGATED UNDER RESOLUTION NO. SVCW 25-15.....pg. 25
 - D. RESOLUTION NO. SVCW 25-27 DECLARING FIXED ASSETS #13352, #13353, #13354, #13390, #13280 AND #13185, AS SURPLUS AND AUTHORIZING THE DISPOSAL THEREOF.....pg. 30

- 6. **BUSINESS ITEMS**
 - A. Approve update to Commission Policy 2017-01 Statement of Debt Management.pg. 36
Proposed Action: Move adoption of RESOLUTION NO. SVCW 25-28 APPROVING AND ADOPTING REVISION H TO COMMISSION POLICY 2017-01, STATEMENT OF DEBT MANAGEMENT POLICY

 - B. Approve update to Commission Policy 2013-03 - SVCW Reserve fund Policy and Procedurespg. 57
Proposed Action: Move adoption of RESOLUTION NO. SVCW 25-29 APPROVING AND ADOPTING REVISION H TO COMMISSION POLICY NO. 2013-03, SILICON VALLEY CLEAN WATER RESERVE FUND POLICY AND PROCEDURE

 - C. Approve update to Commission Policy 1992-01 - Investment Policy and Guidelines.....pg. 69
Proposed Action: Move adoption of RESOLUTION NO. SVCW 25-30 APPROVING AND ADOPTING REVISION X TO COMMISSION POLICY 1992-01, INVESTMENT POLICY AND GUIDELINES

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- D. Approve contracts for (1) accounting system upgrade from Microsoft Great Plains (“Microsoft GP”) to Microsoft Business Central (“Microsoft BC”) and (2) professional services agreement for database coordination with Nexinite LLC.....pg. 82

Proposed Action: Move adoption of

- i. RESOLUTION NO. SVCW 25-31 APPROVING INFORMATION TECHNOLOGY PROFESSIONAL SERVICE AGREEMENTS FOR MIGRATION TO MICROSOFT BUSINESS CENTRAL PLATFORM, AUTHORIZING AND DIRECTING EXECUTION OF AGREEMENTS AND AUTHORIZING MANAGER TO APPROVE UP TO TEN PERCENT CONTINGENCY FOR ADDITIONAL WORK ON AN AS-NEEDED BASIS (\$227,880) – TECHNOLOGY MANAGEMENT CONCEPTS, LLC and
- ii. RESOLUTION NO. SVCW 25-32 APPROVING INFORMATION TECHNOLOGY PROFESSIONAL SERVICE AGREEMENTS FOR DATABASE COORDINATION, AUTHORIZING AND DIRECTING EXECUTION OF AGREEMENTS AND AUTHORIZING MANAGER TO APPROVE UP TO TEN PERCENT CONTINGENCY FOR ADDITIONAL WORK ON AN AS-NEEDED BASIS (\$64,985) – NEXINITE LLC

- E. Approve update to the 2025 Standard Contract Documents.....pg. 90

Proposed Action: Move adoption of RESOLUTION NO. SVCW 25-33 TO ADOPT SVCW STANDARD CONTRACT DOCUMENTS, VERSION SEPTEMBER 2025.

7. REPORTS

- A. Manager’s Report.....pg. 537
- B. Financial Report
 - i. Investment Report Junepg. 547
 - ii. Investment Report Julypg. 550
- C. Engineering Capital Projects Report.....pg. 553
- D. Commission Requested Staff-Level Action Items.....pg. 556

8. MATTERS OF COMMISSION MEMBERS’ INTEREST

9. COMMUNICATIONS

- A. Greenhouse Gas Reduction Funds (GGRF) Request Letter.....pg. 557

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B. San Francisco Estuary Institute: Science to Inform Management:
An Overview of the Nutrient Management Strategy for the San Francisco Bay
.....pg. 560

10. CLOSED SESSION

A. CONFERENCE WITH LEGAL COUNSEL- ANTICIPATED LITIGATION
Significant Exposure to Litigation pursuant to paragraph (2) of subdivision (d)
of Gov. Code § 54956.9 (1 potential case)

11. RECONVENE IN OPEN SESSION

12. ADJOURN

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Microsoft Teams Access Information

Silicon Valley Clean Water
Regular Meeting
Thursday, September 11, 2025

WEBSITE: [Link to access meeting](#)

MEETING ID: 270 547 566 14

CALL IN PHONE NUMBER: [+1 747-216-0281](#) ID: 925 412 740#

You may log in via URL located on SVCW's website at <https://svcw.org/about/governance/commission-meetings>. You may view video during the meeting via live stream. An audio will be available after the meeting at SVCW's website. If you experience technical difficulties or have technical questions prior to or during the meeting, please contact Teams meeting support at 707-862-0859. Note: Public participation is not permitted during closed session discussion items.

Public Comment

Public comment may be made by joining the meeting using the link or phone number above. Members of the public may provide public comments via the Teams platform by using the "raise hand" feature or, if calling in by phone, by unmuting and beginning to speak. In response to a "raised hand", SVCW will unmute the member of public and allow them to speak. In response to a phone request to speak, SVCW will ask what is the nature of the comment and will provide directions to follow to provide comment. Public comments will be limited to three minutes.

Public comment may also be made by emailing comments to commission@svcw.org up to two hours prior to the scheduled meeting time. Indicate in your email the agenda item to which your comment applies. If you have anything that you wish distributed to the Commission and included for the official record, please include it in your email.

Accessibility for Individuals with Disabilities

Upon request, SVCW will provide for access to individuals with disabilities to fully engage in the meeting process. Joining the meeting via the teleconference instructions above will provide access to open captioning. For other accommodations, please email your request to commission@svcw.org or call 650-591-7121 at least four (4) days prior to the scheduled meeting time. Requests will be granted whenever possible and resolved in favor of accessibility.

Subject to Change:

The format of this meeting may change or the meeting may be canceled. You may check on the status of the meeting by visiting SVCW's website www.svcw.org.

**MINUTES OF SILICON VALLEY CLEAN WATER
REGULAR MEETING – July 10, 2025
8:00 a.m.**

Place: Silicon Valley Clean Water
1406 Radio Road
Redwood City, California

Members of the public and SVCW staff and consultants were also able to observe and participate remotely per instructions provided in the agenda.

ITEM 1

CALL TO ORDER

The meeting was called to order at 8:01 a.m.

ITEM 2

ROLL CALL - Commissioners Duly Appointed by Each Agency
Board Member George Otte, West Bay Sanitary District – Chair
Mayor Elmer Martínez Saballos, Redwood City – Vice Chair
Council Member Tom McCune, Belmont – Secretary
Council Member Neil Layton San Carlos – Member

Staff, Consultants and Visitors Present

Matthew P. Zucca, SVCW Manager
Christine C. Fitzgerald, SVCW Legal Counsel
Matt Anderson, SVCW Chief Financial Officer/Assistant Manager
Jennifer Flick, SVCW Human Resources Director
Jessica Mangual, SVCW Secretary Pro Tem
Daniel Buenrostro, SVCW Chief Operations Officer
Arvind Akela, SVCW Engineering Director
Jane Kao, SVCW Senior Engineer
Chathu Abeyrathna, SVCW Senior Engineer
Cindy Hui, SVCW Finance Supervisor
Keith McClure, SVCW CIP Manager
Kiki Newberry, SVCW Financial Analyst
Vanessa Ventura, SVCW Admin
Bill Tanner, Tanner Pacific
Aren Hansen, Brown & Caldwell
Demi Pacifuentes, Brown & Caldwell
Fariborz Heydari, West Bay Sanitary District
Sergio Ramirez, West Bay Sanitary District
Fion Lui, Redwood City
EJ Shalaby, DNS Strategic Partners

ITEM 3

PLEDGE OF ALLEGIANCE

The Pledge of Allegiance was recited by those in attendance

ITEM 4

PUBLIC COMMENT

There were no Public Comments

ITEM 5

REPORTS

Instructions for enabling live captioning and providing public comment remotely during the meeting were provided.

The Manager's Report recommended removing the Safety Moment from the agenda and replacing it with quarterly or semi-annual updates on safety records, training, and OSHA compliance. The Commission agreed to cancel August Commission meeting due to a light agenda, which is consistent with past practice. In addition, the Manager provided a verbal update on their first weeks at SVCW, upcoming employee survey, and attendance at the CASA conference.

For other written reports contained within the agenda packet, there were no questions or comments.

ITEM 6

MATTERS OF COMMISSION MEMBER'S INTEREST

Election of the Chair and Secretary was deferred. Commissioner Layton made motion to maintain current positions. The Motion was carried by Unanimous Vote.

ITEM 7

CONSIDERATION OF MOTION APPROVING CONSENT CALENDAR ITEMS 7A THROUGH 7B

- A. APPROVAL OF MINUTES – June 12, 2025 - Regular Meeting
- B. CONSIDERATION OF MOTION APPROVING CLAIMS AND CHECKS DATED MAY 13 – JUNE 9, 2025, AND NECESSARY PAYMENTS THROUGH JUNE 9, 2025

Motion/Second: Mr. McCune / Mr. Layton

The Motion carried by Unanimous Vote

ITEM 8A

CONSIDERATION OF RESOLUTION AWARDED CONTRACT FOR LABORATORY BUILDING ROOF REPLACEMENT PROJECT (Project #0388)

Proposed Action:

Move adoption of RESOLUTION APPROVING CONTRACT DOCUMENTS FOR THE LABORATORY ROOF REPLACEMENT PROJECT (PROJECT# 0388); ACCEPTING BID OF LOWEST RESPONSIBLE BIDDER; AUTHORIZING EXECUTION OF AGREEMENT AND AUTHORIZING MANAGER TO APPROVE CONTRACT CHANGE ORDERS UP TO TEN PERCENT OF THE CONTRACT PRICE FOR SAID PROJECT (\$240,802) – CLEAN ROOFING

Motion/Second: Mr. McCune / Mr. Layton

The Motion carried by Unanimous Vote

ITEM 8B

CONSIDERATION OF RESOLUTION AND MOTIONS AWARDED CONSTRUCTION CONTRACT AND ENGINEERING SERVICES DURING CONSTRUCTION TASK ORDERS FOR BIOGAS UTILIZATION – GAS CONDITIONING SKID INSTALLATION PROJECT (CIP #9269)

Proposed Actions:

- i. Move adoption of RESOLUTION APPROVING CONSTRUCTION CONTRACT DOCUMENTS FOR THE BIOGAS UTILIZATION – GAS CONDITIONING SYSTEM INSTALLATION (CIP# 9269); REJECTING BID OF APPARENT LOW BIDDER AND ACCEPTING BID OF NEXT LOWEST RESPONSIBLE BIDDER; AUTHORIZING EXECUTION OF AGREEMENT AND DIRECTING RETURN OF SECURITY DEPOSITS AND AUTHORIZING MANAGER TO APPROVE CONTRACT CHANGE ORDERS UP TO TEN PERCENT OF THE CONTRACT PRICE FOR SAID PROJECT (\$5,874,000) – C. OVERAA & CO.
- ii. Move approval of TASK ORDER SCOPE OF WORK AND BUDGET FOR ENGINEERING SERVICES DURING CONSTRUCTION FOR THE BIOGAS UTILIZATION - GAS CONDITIONING SYSTEM INSTALLATION (CIP #9269) IN AN AMOUNT NOT TO EXCEED \$318,175 AND AUTHORIZE MANAGER TO APPROVE UP TO TEN PERCENT CONTINGENCY FOR ADDITIONAL WORK ON AN AS-NEEDED BASIS – BROWN AND CALDWELL
- iii. Move approval of TASK ORDER SCOPE OF WORK AND BUDGET FOR ENGINEERING SERVICES DURING CONSTRUCTION FOR THE BIOGAS UTILIZATION - GAS CONDITIONING SYSTEM INSTALLATION (CIP #9269) IN AN AMOUNT NOT TO EXCEED \$379,000 AND AUTHORIZE MANAGER TO APPROVE UP TO TEN PERCENT CONTINGENCY FOR ADDITIONAL WORK ON AN AS-NEEDED BASIS – BEECHER ENGINEERING

Motion/Second: Mr. Layton / Mr. Martínez Saballos

The Motion carried by Unanimous Vote

ITEM 8C

CONSIDERATION OF RESOLUTION APPROVING CHANGE TO THE LOCATION OF THE MONTHLY SVCW COMMISSION MEETING AND RESCINDING RESOLUTION NO. 25-06

Proposed Action:

Move adoption of RESOLUTION ESTABLISHING DAY, TIME, AND PLACE OF REGULAR MEETINGS OF THE COMMISSION OF SILICON VALLEY CLEAN WATER AND RESCINDING RESOLUTION NO. SVCW 25-06

Motion/Second: Mr. McCune / Mr. Martínez Saballos

The Motion carried by Unanimous Vote

ITEM 9

CLOSED SESSION - None

ITEM 10

RECONVENE IN OPEN SESSION - None

ITEM 11

ADJOURN

There being no further business, the meeting adjourned at 9:02 am

Minutes prepared by Matthew P. Zucca

Reviewed by General Counsel

Tom McCune, Secretary

Date	Vendor Name	Vendor Document #	Payment #	Transaction Description	Net Paid
07/18/25	AIRGAS USA, LLC	5517760336	113786	Welding gas	\$ 280.25
07/18/25	ALLIANT INSURANCE SERVICES	3142103	113787	FY25-26 Crime insurance premium	2,742.00
07/18/25	ALLIANT INSURANCE SERVICES	3159682	113787	Insurance prem - Cybercrime	405.50
07/18/25	ALPHA ANALYTICAL LABORATORIES	SVCW1059	113788	Alpha labs subcontract	4,087.00
07/18/25	AMAZON CAPITAL SERVICES, INC.	113J-M9TJ-F1HJ	113789	Work mat	35.43
07/18/25	AMAZON CAPITAL SERVICES, INC.	11NP-YN7M-7R4D	113789	Lab sign "Danger"	24.03
07/18/25	AMAZON CAPITAL SERVICES, INC.	1396-TDDD-VG4G	113789	Lab office labels	117.78
07/18/25	AMAZON CAPITAL SERVICES, INC.	147G-FC19-MVX7	113789	Lab 10L tedlar bag	265.90
07/18/25	AMAZON CAPITAL SERVICES, INC.	14LD-W4R9-M4R3	113789	Eye wash kits	99.68
07/18/25	AMAZON CAPITAL SERVICES, INC.	163P-K1Q7-K7XG	113789	Safety signs	75.36
07/18/25	AMAZON CAPITAL SERVICES, INC.	16RX-3G41-TLMH	113789	Fuse connector qty2	110.92
07/18/25	AMAZON CAPITAL SERVICES, INC.	193C-XMHY-JW91	113789	Stain remover qty24	447.60
07/18/25	AMAZON CAPITAL SERVICES, INC.	1F79-HFQ7-DVKW	113789	Connector qty2	17.56
07/18/25	AMAZON CAPITAL SERVICES, INC.	1FWJ-YWVJ-YG7P-0.1	113789	Lab parts Proj9258	773.01
07/18/25	AMAZON CAPITAL SERVICES, INC.	1GMK-QFQN-K1GC	113789	First aid kit qty25	575.50
07/18/25	AMAZON CAPITAL SERVICES, INC.	1GTG-H6XW-PRXX	113789	Press wash wand qty1	71.06
07/18/25	AMAZON CAPITAL SERVICES, INC.	1HKV-FVD7-FPDL	113789	Office supplies	39.98
07/18/25	AMAZON CAPITAL SERVICES, INC.	1J13-7N6R-X6JN	113789	Tote cover qty1	28.78
07/18/25	AMAZON CAPITAL SERVICES, INC.	1J7L-6DWQ-JD4C	113789	Desk panel	39.65
07/18/25	AMAZON CAPITAL SERVICES, INC.	1JQV-PL3M-M7N1	113789	Compressor switch qty2	99.94
07/18/25	AMAZON CAPITAL SERVICES, INC.	1KC1-XWFM-GCNQ	113789	Safety shoes	175.79
07/18/25	AMAZON CAPITAL SERVICES, INC.	1LDQ-N6VR-VJDL	113789	Bracket qty3	74.08
07/18/25	AMAZON CAPITAL SERVICES, INC.	1MMW-KNDV-69YV	113789	Safety container lids	169.79
07/18/25	AMAZON CAPITAL SERVICES, INC.	1PMR-JXCR-3VDT	113789	Cables	39.06
07/18/25	AMAZON CAPITAL SERVICES, INC.	1QVR-JN3T-1VXQ	113789	Labels Eng director	20.86
07/18/25	AMAZON CAPITAL SERVICES, INC.	1RNK-4QF6-YQVH	113789	Surface pro charger qty1	29.53
07/18/25	AMAZON CAPITAL SERVICES, INC.	1V41-6V9D-QTCJ	113789	Office supplies	33.33
07/18/25	AMAZON CAPITAL SERVICES, INC.	1V60-MYX3-WC4X	113789	Office supplies	58.35
07/18/25	AMAZON CAPITAL SERVICES, INC.	1VY9-NDRF-1RMM	113789	Office supplies	19.66
07/18/25	AMERIGAS PROPANE LP	3179082986	113790	Propane, forklifts	157.29
07/18/25	BARKERBLUE	INV668752	113791	Bid documents	15.00
07/18/25	BAY AREA NEWS GROUP	0001449197	113792	Bid documents	711.54
07/18/25	BEECHER ENGINEERING	0625- 91	113793	05/25-06/30/25 9269ElecEngSppr	22,156.00
07/18/25	BEECHER ENGINEERING	0625-87	113793	05/25-06/30/25 FY24/5ElecEngSv	382.00
07/18/25	BIOFORCETECH CORPORATION	XB4_SVCW38	113794	Thru 06/30/25 9231BioDryersSpt	11,999.99
07/18/25	BIOFORCETECH CORPORATION	XB4_SVCW39	113794	25-26 BAAQMD permit	6,472.00
07/18/25	BOB MURRAY & ASSOCIATES	11159	113795	GM Recruiting	4,486.99
07/18/25	BROWN & CALDWELL CORP	11569621	113796	04/25-05/22/25 9600EngDsgnSvcs	8,787.22
07/18/25	BROWN & CALDWELL CORP	11569965	113796	04/25-05/22/25 9501OASStage2	26,979.50
07/18/25	BROWN & CALDWELL CORP	11570635	113796	07/01-06/30/25 9600PlngEngSvc	43,705.00
07/18/25	BROWN & CALDWELL CORP	11570640	113796	05/23-06/30/25 9600EngDsgnSvcs	23,985.00
07/18/25	BROWN & CALDWELL CORP	11570778	113796	05/23-06/30/25 9242ESDC	43,938.55
07/18/25	BROWN & CALDWELL CORP	11570782	113796	05/23-06/30/ 9269DsgnEngSvcs	10,081.90
07/18/25	BROWN & CALDWELL CORP	11571074	113796	05/23-06/30/25 9501OASStage2	15,863.50
07/18/25	COMPASS GROUP DBA CANTEEN VENDING	3507009250385	113797	Lunchroom equipment vending	860.33
07/18/25	CASCADE INTEGRATION & DEVELOPMENT	5171	113798	JUN25 food waste programming	4,043.35
07/18/25	CASCADE INTEGRATION & DEVELOPMENT	5172	113798	JUN25 IAP support	10,074.60
07/18/25	CASCADE INTEGRATION & DEVELOPMENT	5202	113798	Thru07/06/25 OAAAdvStage2	4,099.30
07/18/25	CASCADE INTEGRATION & DEVELOPMENT	5203	113798	Thru 04/06/25 9242SystmIntgrat	5,871.06
07/18/25	CASCADE INTEGRATION & DEVELOPMENT	5204	113798	Thru 07/06/25 9257SCADAProg	260.55
07/18/25	CASCADE INTEGRATION & DEVELOPMENT	5205	113798	Thru 07/06/25 FY24/5SCADASpt	3,107.30
07/18/25	CASCADE INTEGRATION & DEVELOPMENT	5206	113798	Thru 07/07/25 9269DsgnStage1	3,815.61
07/18/25	CASCADE INTEGRATION & DEVELOPMENT	5208	113798	Thru 07/06/25 9223CntrlSystInt	4,471.81
07/18/25	CALIFORNIA WATER SERVICE CO	25061788850	113799	JUN25 SCPS water	314.64
07/18/25	CDW GOVERNMENT, INC.	AE7CE3Y	113800	Surface pro keyboard qty5	708.09
07/18/25	CDW GOVERNMENT, INC.	AE7HA1W	113800	Surface laptop qty1	1,899.97
07/18/25	CDW GOVERNMENT, INC.	AE7HT4B	113800	Warranty	232.50
07/18/25	CHRISTINA GIL DESIGNS	20250619	113801	SVCW brochure design	720.00

**Silicon Valley Clean Water
Warrant Register July 08-July 21, 2025**

Date	Vendor Name	Vendor Document #	Payment #	Transaction Description	Net Paid
07/18/25	CITY RISE LLC	167719	113802	Permit fee CP25-0118	4,000.00
07/18/25	CITY RISE LLC	167843	113802	Permit 33" traffic control	300.00
07/18/25	CLASSPASS LLC	8CC60590-0005	113803	Employee wellness dues	1,913.00
07/18/25	CPI INTERNATIONAL INC	20069685	113804	Lab chemical	458.00
07/18/25	DEWEY SVCS INC DBA DEWEY PEST CONTROL CO	17470775	113805	JUL25 pest control	643.00
07/18/25	DUPERON CORPORATION	26718	113806	Screening equipment	1,374.35
07/18/25	ENDRESS+HAUSER, INC	6002659249	113807	Cerebar qty2	863.96
07/18/25	ENS RESOURCES INC	3915	113808	Lobbying services	5,000.00
07/18/25	ENVIRONMENTAL EXPRESS, INC	1000832969	113809	Filter qty5	590.78
07/18/25	ENVIRONMENTAL LOGISTICS, INC	129074	113810	HazWaste cleanup	18,868.32
07/18/25	FASTENAL COMPANY	CASAJ114858	113811	Padlock qty12	203.52
07/18/25	FASTENAL COMPANY	CASAJ115277	113811	Bucket qty5	234.99
07/18/25	FASTENAL COMPANY	CASAJ115297	113811	Maint vend parts	307.29
07/18/25	FED EX	289635418725	113812	Freight engine	195.00
07/18/25	FED EX	8-906-87724	113812	Shipping expense	57.71
07/18/25	FED EX	8-914-01599	113812	Shipping expense	87.79
07/18/25	FOSTER CITY, CITY OF	16479	113813	Job posting	582.00
07/18/25	GRAINGER	9553243933	113814	Lockout plug qty6	137.72
07/18/25	GRAINGER	9554507823	113814	Chill pump starters	608.33
07/18/25	GRAINGER	9556143718	113814	Padlock qty2	66.31
07/18/25	GRAINGER	9558931847	113814	Hydraulic press qty1	4,634.64
07/18/25	GRAINGER	9559201083	113814	Flat T qty12	143.58
07/18/25	GRAINGER	9559395430	113814	Bearing splitter	884.50
07/18/25	GRAINGER	9559592101	113814	Pressure gauge qty6	119.64
07/18/25	GRAINGER	9560866858	113814	Connector qty20	178.93
07/18/25	GRAINGER	9563255794	113814	Coupling qty36	211.22
07/18/25	GRAINGER	9563255802	113814	Connector qty 6	114.58
07/18/25	GRAINGER	9563872606	113814	Nozzle build	1,091.43
07/18/25	GRAINGER	9564090364	113814	Tee qty 24	260.01
07/18/25	GRAINGER	9568771696	113814	Weatherproof box qty5	114.00
07/18/25	GROVER FILMS LLC	437	113815	VO recording	150.00
07/18/25	GEORGE TCHOBANOGLOUS	94-245-4908-05	113816	05/01-30/25 9402AcadAdvs	940.00
07/18/25	GEORGE TCHOBANOGLOUS	94-245-4908-4REV2	113816	10/01/24-04/30/25 9402AcadAdvs	1,175.00
07/18/25	HARRINGTON INDUST PLASTICS	003V2950	113817	Ball valve qty4	5,593.47
07/18/25	HILLYARD INC	605854208	113818	Paper towel qty10	699.90
07/18/25	JOE A GONSALVES & SON	162537	113819	State lobbying services	6,750.00
07/18/25	JOE A GONSALVES & SON	162581	113819	State lobbying services	4,500.00
07/18/25	LIBERTY MUTUAL INSURANCE	10946870	113820	OCIP WC Deductible	21.87
07/18/25	LIEBERT CASSIDY WHITMORE	296210	113821	Labor counsel	225.00
07/18/25	LIEBERT CASSIDY WHITMORE	298380	113821	LCW SMC consortium 25-26	6,965.00
07/18/25	MARINA MECHANICAL	519549	113822	Leak check and repair	1,942.06
07/18/25	MARINA MECHANICAL	519556	113822	Lab exhaust fan#5 JUL25	1,189.25
07/18/25	MARLIN LEASING DBA PEAC SOLUTION	40668579	113823	Copier lease	1,762.40
07/18/25	MATTHEW BENDER & CO INC	45481652	113824	ADA compliance	694.96
07/18/25	MCMASTER-CARR SUPPLY CO.	48458341	113825	PVC pipe mixer qty3	1,028.83
07/18/25	METROPOLITAN LIFE INSURANCE COMPANY	5387799-0001JUL25	113826	Life insurance JUL25	5,420.92
07/18/25	MISCO WATER	50772B37697	113827	Membrane cap qty25	5,779.06
07/18/25	MUNIQUEIP INC	107802	113828	Seal kit qty2	1,055.25
07/18/25	O.P.E.N, AMERICA INC DBA OPENWORKS	COBI1087083	113829	Janitorial svc	6,449.00
07/18/25	PACIFIC ECORISK, INC	20704	113830	FY24-25 NPDES Jun 9-13	4,753.00
07/18/25	PACIFIC OFFICE AUTOMATION - BAY AREA - QTLY USAG	5034794631	113831	06/14-07/13/25 CopierRental	677.78
07/18/25	PACIFIC OFFICE AUTOMATION - LEASE	354725	113832	05/06-06/06/25RESCUPrinterRent	163.41
07/18/25	PACIFIC WATER RESOURCES	25118	113833	SHB air scrubber media	27,359.97
07/18/25	PACIFIC WASTEWATER OPTIMIZATION	1012	113834	Primary clarifier testing & optimiz.	1,500.00
07/18/25	PAN-PACIFIC SUPPLY CO.	29618574	113835	Bearing and installation	12,402.11
07/18/25	PFM ASSET MANAGEMENT LLC	14703398	113836	Reserve investment management	3,112.79
07/18/25	PFM ASSET MANAGEMENT LLC	14752647	113836	Reserve investment management	3,045.02
07/18/25	POLYDYNE, INC.	1942157	113837	18T C-6265 dewatering polymer	90,976.50

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07/18/25	PONTON INDUSTRIES INC	32033	113838	Flow switch qty2	1,040.00
07/18/25	RECOLOGY SAN MATEO COUNTY	33586	113839	7.37T on 6/12/25	767.86
07/18/25	RED WING SHOE STORE	152ST1-537751	113840	Safety shoes VR	310.00
07/18/25	RED WING SHOE STORE	152ST1-619344	113840	Safety shoes ML	310.00
07/18/25	RED WING SHOE STORE	152ST1-633872	113840	Safety shoes RT	310.00
07/18/25	RED WING SHOE STORE	152ST1-647065	113840	Safety shoes NK	310.00
07/18/25	R.E.P. NUT N BOLT GUY	40013	113841	Maint vend parts	824.06
07/18/25	R.E.P. NUT N BOLT GUY	40019	113841	Maint vend parts	813.96
07/18/25	R.E.P. NUT N BOLT GUY	40051	113841	Maint vend parts	496.96
07/18/25	R.E.P. NUT N BOLT GUY	40053	113841	Maint vend parts	987.23
07/18/25	R.E.P. NUT N BOLT GUY	40065	113841	Maint vend parts	638.00
07/18/25	RESTORATION MANAGEMENT COMPANY	295731	113842	May2025 MoldRemediation	16,377.29
07/18/25	REXEL USA INC	S142786942.001	113843	AB Switch	1,791.23
07/18/25	RGM KRAMER, INC	170214	113844	05/01-31/25 9500LaborCompAdmnS	900.00
07/18/25	REDWOOD CITY, CITY OF-FINANCE(acct,fuel,vehicle,IT)	764028	113845	JUN25 Fuel charges	602.00
07/18/25	REDWOOD CITY, CITY OF-FINANCE(acct,fuel,vehicle,IT)	764029	113845	Fleet maint JUN25	191.59
07/18/25	Redwood City, City of-Water & Trash/Garbage	250628171-00	113846	RCPS water JUN25	86.92
07/18/25	Redwood City, City of-Water & Trash/Garbage	250628172-00	113846	RCPS recycl water useage JUN25	1,078.95
07/18/25	Redwood City, City of-Water & Trash/Garbage	250628187-00	113846	JUN25 Plant water garbage	3,319.18
07/18/25	Redwood City, City of-Water & Trash/Garbage	250628188-01	113846	FY24-25 RCPS Ragbin JUN25	326.76
07/18/25	Redwood City, City of-Water & Trash/Garbage	250628373-00	113846	1406 water/swr/gbg JUN25	1,660.39
07/18/25	RYAN PROCESS INC	2506030-INV	113847	Sensor, hose, cable kit	5,706.65
07/18/25	SCP SCIENCE	IN0000424056	113848	Lab chemical	979.08
07/18/25	SHAPE INCORPORATED	49042B36912	113849	Bareshaft qty2	10,243.73
07/18/25	dba Sierra research Inc - Trinity Consultants	1507680	113850	05/30-06/27/25 FY24/5Permitting	508.29
07/18/25	dba Sierra research Inc - Trinity Consultants	1509507	113850	05/30-06/27/25 Mainspring support	129.39
07/18/25	TELEPACIFIC COMMUNICATIONS	186380981-0	113851	Analog comms expense	2,951.28
07/18/25	THE PUN GROUP	115413	113852	Interim audit fees	15,052.00
07/18/25	THERMAL EDGE INC	0078219-IN	113853	Encloure qty1	10,254.91
07/18/25	THYSSENKRUPP ELEVATOR CORPORAT	3008680294	113854	Elev svc plan JUL-SEP25	35,155.30
07/18/25	THYSSENKRUPP ELEVATOR CORPORAT	6000807898	113854	FY24-25 Elev#3 6/24/25	15,227.45
07/18/25	THYSSENKRUPP ELEVATOR CORPORAT	6000808261	113854	FY24-25 Elev PCB boards	4,835.72
07/18/25	TOYOTA MATERIAL HANDLING	IG85000476	113855	TD Cart repair	848.00
07/18/25	TOYOTA MATERIAL HANDLING	IM16001494	113855	Tire and rim	1,283.56
07/18/25	UNIFIRST CORPORATION	2410134624	113856	Uniform laundry, June week 4	485.18
07/18/25	UNIFIRST CORPORATION	2410135812	113856	Uniform laundry, July week 1	849.38
07/18/25	UNITED RENTALS NORTHWEST, INC.	249531876-001	113857	Lift lease, AB3 repairs	1,672.06
07/18/25	UNIVAR SOLUTIONS USA	53136350	113858	FY25-26 hypo 7/1/25	11,652.05
07/18/25	UNIVAR SOLUTIONS USA	53158109	113858	Hypo 3993.52G del 7/10/25	11,627.87
07/18/25	UPTIME POWER SERVICES INC	UPSINV7418	113859	Eaton 9PX system	7,611.29
07/18/25	U.S. BANK CORPORATE PAYMENT SYSTEMS	06232025AA1	113860	CASA AC reg	771.00
07/18/25	U.S. BANK CORPORATE PAYMENT SYSTEMS	06232025AA2	113860	Parking for CASA sem	22.00
07/18/25	U.S. BANK CORPORATE PAYMENT SYSTEMS	06232025AA3	113860	WateReuse Cal conf reg	720.00
07/18/25	U.S. BANK CORPORATE PAYMENT SYSTEMS	06232025BP1	113860	Lab I renewal FR	106.00
07/18/25	U.S. BANK CORPORATE PAYMENT SYSTEMS	06232025BP2	113860	SVCW brochure	1,551.06
07/18/25	U.S. BANK CORPORATE PAYMENT SYSTEMS	06232025BP3	113860	ES uniforms	1,119.96
07/18/25	U.S. BANK CORPORATE PAYMENT SYSTEMS	06232025DB1	113860	EV charge	28.73
07/18/25	U.S. BANK CORPORATE PAYMENT SYSTEMS	06232025DB2	113860	EV charge	12.47
07/18/25	U.S. BANK CORPORATE PAYMENT SYSTEMS	06232025DB3	113860	EV charge	31.90
07/18/25	U.S. BANK CORPORATE PAYMENT SYSTEMS	06232025DL1	113860	First aid cert cards	498.41
07/18/25	U.S. BANK CORPORATE PAYMENT SYSTEMS	06232025DL2	113860	AVERT instructor recert	109.88
07/18/25	U.S. BANK CORPORATE PAYMENT SYSTEMS	06232025EM1	113860	SVCW leadership seminar	180.00
07/18/25	U.S. BANK CORPORATE PAYMENT SYSTEMS	06232025EM2	113860	Lab equip dispenser	4,654.42
07/18/25	U.S. BANK CORPORATE PAYMENT SYSTEMS	06232025JD1	113860	Headlight qty2 cart	176.08
07/18/25	U.S. BANK CORPORATE PAYMENT SYSTEMS	06232025JD2	113860	Fan axial qty3	344.34
07/18/25	U.S. BANK CORPORATE PAYMENT SYSTEMS	06232025JD3	113860	Filter qty7	755.52
07/18/25	U.S. BANK CORPORATE PAYMENT SYSTEMS	06232025JD4	113860	Table workbench	2,695.95
07/18/25	U.S. BANK CORPORATE PAYMENT SYSTEMS	06232025JD5	113860	Media converter qty2	90.11

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07/18/25	U.S. BANK CORPORATE PAYMENT SYSTEMS	06232025JD6	113860	Slurry vac system	3,524.54
07/18/25	U.S. BANK CORPORATE PAYMENT SYSTEMS	06232025JD7	113860	Fleet repair	2,580.79
07/18/25	U.S. BANK CORPORATE PAYMENT SYSTEMS	06232025JD8	113860	Key fob	87.90
07/18/25	U.S. BANK CORPORATE PAYMENT SYSTEMS	06232025JD9	113860	Filter qty7	2,682.57
07/18/25	U.S. BANK CORPORATE PAYMENT SYSTEMS	06232025JK1	113860	CWEA MT3 cert renew	116.00
07/18/25	U.S. BANK CORPORATE PAYMENT SYSTEMS	06232025JK2	113860	Poly tote shed move	138.47
07/18/25	U.S. BANK CORPORATE PAYMENT SYSTEMS	06232025JK3	113860	Poly tote shed move	213.42
07/18/25	U.S. BANK CORPORATE PAYMENT SYSTEMS	06232025JK4	113860	Gorilla tape for lab	43.49
07/18/25	U.S. BANK CORPORATE PAYMENT SYSTEMS	06232025JK5	113860	Toilet flush valve	10.94
07/18/25	U.S. BANK CORPORATE PAYMENT SYSTEMS	06232025JM1	113860	SVCW/RESCU Website	59.00
07/18/25	U.S. BANK CORPORATE PAYMENT SYSTEMS	06232025JM10	113860	SVCW/RESCU Website	15.00
07/18/25	U.S. BANK CORPORATE PAYMENT SYSTEMS	06232025JM11	113860	Lunchroom Monitor	27.08
07/18/25	U.S. BANK CORPORATE PAYMENT SYSTEMS	06232025JM12	113860	GM Retirement refund	(500.00)
07/18/25	U.S. BANK CORPORATE PAYMENT SYSTEMS	06232025JM13	113860	CALPELRA MEMBERSHIP JM	390.00
07/18/25	U.S. BANK CORPORATE PAYMENT SYSTEMS	06232025JM14	113860	CALPELRA MEMBERSHIP JM	825.00
07/18/25	U.S. BANK CORPORATE PAYMENT SYSTEMS	06232025JM15	113860	Public Relations Website	55.00
07/18/25	U.S. BANK CORPORATE PAYMENT SYSTEMS	06232025JM16	113860	Interview Lunch	127.73
07/18/25	U.S. BANK CORPORATE PAYMENT SYSTEMS	06232025JM17	113860	Commission Snacks	45.19
07/18/25	U.S. BANK CORPORATE PAYMENT SYSTEMS	06232025JM18	113860	Interview Breakfast	20.49
07/18/25	U.S. BANK CORPORATE PAYMENT SYSTEMS	06232025JM19	113860	GM Conference	750.00
07/18/25	U.S. BANK CORPORATE PAYMENT SYSTEMS	06232025JM2	113860	GM Retirement	1,828.97
07/18/25	U.S. BANK CORPORATE PAYMENT SYSTEMS	06232025JM20	113860	Job posting	955.00
07/18/25	U.S. BANK CORPORATE PAYMENT SYSTEMS	06232025JM21	113860	Business License	6.00
07/18/25	U.S. BANK CORPORATE PAYMENT SYSTEMS	06232025JM22	113860	Supplies for all-hands meeting	10.17
07/18/25	U.S. BANK CORPORATE PAYMENT SYSTEMS	06232025JM23	113860	Supplies for all-hands meeting	22.48
07/18/25	U.S. BANK CORPORATE PAYMENT SYSTEMS	06232025JM3	113860	GM Retirement event	2,500.00
07/18/25	U.S. BANK CORPORATE PAYMENT SYSTEMS	06232025JM4	113860	Commission Meeting supplies	9.48
07/18/25	U.S. BANK CORPORATE PAYMENT SYSTEMS	06232025JM5	113860	GM Retirement	108.30
07/18/25	U.S. BANK CORPORATE PAYMENT SYSTEMS	06232025JM6	113860	Job posting	299.00
07/18/25	U.S. BANK CORPORATE PAYMENT SYSTEMS	06232025JM7	113860	Job posting	335.00
07/18/25	U.S. BANK CORPORATE PAYMENT SYSTEMS	06232025JM8	113860	Job posting	550.00
07/18/25	U.S. BANK CORPORATE PAYMENT SYSTEMS	06232025JM9	113860	Job posting	455.00
07/18/25	U.S. BANK CORPORATE PAYMENT SYSTEMS	06232025KH1	113860	CASA Conf reg	750.00
07/18/25	U.S. BANK CORPORATE PAYMENT SYSTEMS	06232025KH2	113860	CASA conf flight	299.54
07/18/25	U.S. BANK CORPORATE PAYMENT SYSTEMS	06232025MA1	113860	Empl recognition	25.75
07/18/25	U.S. BANK CORPORATE PAYMENT SYSTEMS	06232025MA2	113860	CASA Conf	750.00
07/18/25	U.S. BANK CORPORATE PAYMENT SYSTEMS	06232025MA3	113860	Fleet toll	105.00
07/18/25	U.S. BANK CORPORATE PAYMENT SYSTEMS	06232025MG	113860	TNI symposium	625.00
07/18/25	U.S. BANK CORPORATE PAYMENT SYSTEMS	06232025RH1	113860	Haz mat labels	150.53
07/18/25	U.S. BANK CORPORATE PAYMENT SYSTEMS	06232025RH2	113860	Sulfides kit	128.53
07/18/25	U.S. BANK CORPORATE PAYMENT SYSTEMS	06232025RH3	113860	Glassware	30.04
07/18/25	U.S. BANK CORPORATE PAYMENT SYSTEMS	06232025RH4	113860	pH buffer	47.30
07/18/25	U.S. BANK CORPORATE PAYMENT SYSTEMS	06232025RH5	113860	E.Coli QCS	321.32
07/18/25	U.S. BANK CORPORATE PAYMENT SYSTEMS	06232025RH6	113860	Entero QCS	321.32
07/18/25	U.S. BANK CORPORATE PAYMENT SYSTEMS	06232025SA1	113860	SS fluid connection	459.28
07/18/25	U.S. BANK CORPORATE PAYMENT SYSTEMS	06232025SA2	113860	Inline flow monitor qty1	1,220.78
07/18/25	U.S. BANK CORPORATE PAYMENT SYSTEMS	06232025SA3	113860	Screwdriver 8 in 1 qty3	32.86
07/18/25	U.S. BANK CORPORATE PAYMENT SYSTEMS	06232025SA4	113860	Heavy duty shelving	3,049.13
07/18/25	U.S. BANK CORPORATE PAYMENT SYSTEMS	06232025SS1	113860	CWEA dinner	45.00
07/18/25	U.S. BANK CORPORATE PAYMENT SYSTEMS	06232025SS2	113860	RWC door parts	82.40
07/18/25	U.S. BANK CORPORATE PAYMENT SYSTEMS	06232025SS3	113860	Straps for polymer tank	54.77
07/18/25	U.S. BANK CORPORATE PAYMENT SYSTEMS	06232025SS4	113860	Paint	14.18
07/18/25	U.S. BANK CORPORATE PAYMENT SYSTEMS	06232025SS5	113860	Toilet seat	32.61
07/18/25	U.S. BANK CORPORATE PAYMENT SYSTEMS	06232025TH1	113860	Breakfast meeting	45.20
07/18/25	U.S. BANK CORPORATE PAYMENT SYSTEMS	06232025TH2	113860	Fleet detail ID4	173.99
07/18/25	U.S. BANK CORPORATE PAYMENT SYSTEMS	06232025VV2	113860	SFPUC lunch	259.88
07/18/25	U.S. BANK CORPORATE PAYMENT SYSTEMS	06232025VV4	113860	IAP software lic	927.98
07/18/25	U.S. BANK CORPORATE PAYMENT SYSTEMS	06232025VV5	113860	C2Storage	349.95

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07/18/25	U.S. BANK CORPORATE PAYMENT SYSTEMS	06232025VV6	113860	PSINO filing parking	0.50
07/18/25	VALLEY OIL COMPANY (VEHICLE FUEL)	227932	113861	Clr diesel JUN25	420.24
07/18/25	VALLEY OIL COMPANY (VEHICLE FUEL)	228529	113861	Clr diesel JUL25	454.10
07/18/25	VALLEY OIL COMPANY (VEHICLE FUEL)	728461	113861	Unl fuel JUN25	538.69
07/18/25	VWR INTERNATIONAL, LLC	8819240507	113862	Bottles	428.45
07/18/25	VWR INTERNATIONAL, LLC	8819251349	113862	Gloves	448.29
07/18/25	VWR INTERNATIONAL, LLC	8819271531	113862	Sodium carbonate	147.23
07/18/25	VWR INTERNATIONAL, LLC	8819346602	113862	Sample pans qty5	721.99
07/18/25	VWR INTERNATIONAL, LLC	8819376231	113862	Bottles	888.72
07/18/25	VWR INTERNATIONAL, LLC	8819383567	113862	Filter qty6	676.32
07/18/25	W.M. LYLES CO	PPR 019-PO107125	113863	05/25-06/30/25 9223CnstStage2	1,009,621.43
07/11/25	NAVIA BENEFIT SOLUTIONS	202501-PPE070525	EFT000000007140	Health/day/FSA cont 7525	3,917.77
07/11/25	MISSIONSQUARE(formerly M&T) ICMA	803827-PPE070525	EFT000000007141	EE ER HSA Contr ppe7525	9,502.26
07/11/25	STATIONARY ENGINEERS LOCAL 39 DATA CTR	07112025	EFT000000007142	Union dues deduct ppe 7525	2,681.24
07/11/25	NATIONWIDE RETIREMENT SOLUTIONS	40944-001-PPE070525	EFT000000007143	DC Roth contr ppe 7/5/25	27,470.43
07/18/25	COLLABORATIVE STRATEGIES CONSU	03202501JUL2025	EFT000000007144	06/02-07/06/25 6018BairIslandC	8,316.00
07/18/25	DAVID J POWERS AND ASSOCIATES,	2020-01.51	EFT000000007145	Construction noise monitoring	17,567.25
07/18/25	DNS STRATEGIC PARTNERS, LLC	1121	EFT000000007146	Thru 07/31/25 GblITOCnsltgSvcs	11,858.00
07/18/25	FITZGERALD LAW OFFICES	FITZ-MAY-25-25-GEN	EFT000000007147	Legal service	27,753.30
07/18/25	FREYER & LAURETA, INC	25-449	EFT000000007148	06/01-30/25 9502OASstage2	3,000.50
07/18/25	HACH COMPANY	14568790	EFT000000007149	Nitrogen reagent qty4	1,980.07
07/18/25	HARMONYSCAPES LLC	2305	EFT000000007150	JUL25 landscaping	4,400.00
07/18/25	INTUITIVE TACTICAL CONSULTING	1541	EFT000000007151	Mngd svc, webex, Duo	8,705.00
07/18/25	ISHAYA, TIFFANY	07192025 TI	EFT000000007152	Lab safety supplies	70.54
07/18/25	JF SHEA/PARSONS, A JOINT VENTURE	PPR2A-059-PO102673	EFT000000007153	05/01-06/12/25 9501Stage2	0.05
07/18/25	J.F. SHEA CONSTRUCTION INC	PPR 015-PO107466	EFT000000007154	06/01-30/25 9242Construction	2,868,231.66
07/18/25	JHS CONSULTING, LLC	2020-01.56	EFT000000007155	06/01-30/25 9501Stage2DsngBuil	780.00
07/18/25	KENNEDY/JENKS CONSULTANTS, INC	180772	EFT000000007156	Thru May23,2025 Proj9500	13,329.50
07/18/25	KENNEDY/JENKS CONSULTANTS, INC	181061	EFT000000007156	Thru 05/23/25 EngDsgnBidSpprt	1,531.25
07/18/25	KENNEDY/JENKS CONSULTANTS, INC	181228	EFT000000007156	05/24-06/27/25 9120	9,134.00
07/18/25	KENNEDY/JENKS CONSULTANTS, INC	181245	EFT000000007156	Thru 06/30/2025 FY24/5AsNeeded	5,596.75
07/18/25	MCGINLEY, EDWARD	250625-EMC	EFT000000007157	Oil sample mail reimb	340.40
07/18/25	MIOT, ALEXANDRE	20250718AM	EFT000000007158	Safety shoes AM	255.65
07/18/25	MOTION INDUSTRIES INC.	CA24-01216276	EFT000000007159	Keystock	142.81
07/18/25	MOTION INDUSTRIES INC.	CA24-01216425	EFT000000007159	Coupling qty2	59.07
07/18/25	NANNI, DOMINIC	DN07182025	EFT000000007160	CWEA E&I Cert renew DN	114.00
07/18/25	NAVIA BENEFIT SOLUTIONS	10990503	EFT000000007161	Commuter fee	200.00
07/18/25	NAVIA BENEFIT SOLUTIONS	10990504	EFT000000007161	Participant fee	272.50
07/18/25	NAVIA BENEFIT SOLUTIONS	10990505	EFT000000007161	Health reimb fee	200.00
07/18/25	NORTHEAST-WESTERN ENERGY SYSTEMS USA LLC	2025100307	EFT000000007162	OPH JUN25	11,422.83
07/18/25	NORTHEAST-WESTERN ENERGY SYSTEMS USA LLC	2025100328	EFT000000007162	OPH JUN25	15,967.06
07/18/25	NORTHEAST-WESTERN ENERGY SYSTEMS USA LLC	2025200467	EFT000000007162	FY24-25 E1 Cam repair	78,147.03
07/18/25	Nexinite, LLC.	INV-003035	EFT000000007163	Vendor managed app	24,800.00
07/18/25	Nexinite, LLC.	INV-003068	EFT000000007163	06/01-30-25 0810NameBuilder	8,000.00
07/18/25	Nexinite, LLC.	INV-003069	EFT000000007163	JUN25 Support	1,440.00
07/18/25	Nexinite, LLC.	INV-003070	EFT000000007163	Vendor management	14,500.00
07/18/25	Nexinite, LLC.	INV-003071	EFT000000007163	WO pilot implementation	19,890.00
07/18/25	Nexinite, LLC.	INV-003086	EFT000000007163	O365 ad hoc monthly license	79.20
07/18/25	REYES, OSCAR	20250718OR	EFT000000007164	Safety Shoes OR	310.00
07/18/25	STANDARD-DENTAL INSURANCE	160-164051-0003JUL25	EFT000000007165	Dental Ins JUL25	11,300.60
07/18/25	STANDARD-VISION INSURANCE	160-164051-0002JUL25	EFT000000007166	JUL25 Vision ins	1,305.56
07/18/25	SYNAGRO TECHNOLOGIES INC	59422	EFT000000007167	Biosolids	66,177.98
07/18/25	TANNER PACIFIC, INC.	225-244	EFT000000007168	05/17-06/30/25 9502Closingprjc	3,466.70
07/18/25	TANNER PACIFIC, INC.	225-245	EFT000000007168	6/1-14/25 RCPS imrovement	15,779.50
07/18/25	TANNER PACIFIC, INC.	225-246	EFT000000007168	3/14-5/19/25 Proj0810	10,037.00
07/18/25	TANNER PACIFIC, INC.	225-252	EFT000000007168	06/15-28/25 GblITOCMSpprt	80,385.06
07/18/25	TANNER PACIFIC, INC.	225-253	EFT000000007168	06/01-30/25 9223CM	60,151.03
07/18/25	TANNER PACIFIC, INC.	225-254	EFT000000007168	01/12-06/30/25 0810FY24/5CM	2,546.25

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07/18/25	US BANK NATIONAL ASSOCIATION - JF SHEA ESCROW #	PPR 015-PO107466.E	EFT000000007169	06/01-30/25 9242ConstEscrow	150,959.56
07/18/25	US BANK NATIONAL ASSOCIATION - JF SHEA-PARSONS	PPR2C-058-PO103040ES	EFT000000007170	Final payment, retention	5,006.60
07/18/25	US BANK NATIONAL ASSOCIATION - JF SHEA-PARSONS	PPR2F-056-PO102673ES	EFT000000007170	Final payment, retention	148.27
TOTAL					\$ 5,347,989.06

THIS IS TO CERTIFY THAT THE CLAIMS LISTED ON PAYMENTS NUMBERED FROM 113786 THROUGH 113863 INCLUSIVE, AND/OR ELECTRONIC FUND TRANSFERRED ITEMS NUMBERED EFT000000007140 THROUGH EFT000000007170 INCLUSIVE, TOTALING IN THE AMOUNT OF \$5,347,989.06 HAVE BEEN CHECKED IN DETAIL AND APPROVED BY THE PROPER OFFICIALS, AND IN MY OPINION REPRESENT FAIR AND JUST CHARGES AGAINST THE AUTHORITY IN ACCORDANCE WITH THEIR RESPECTIVE AMOUNTS AS INDICATED THEREON.

RESPECTFULLY SUBMITTED,



7/22/2025

MATTHEW ANDERSON, TREASURER

DATE



08/18/25

BETH GOLDBERG, CONTROLLER

DATE

**Silicon Valley Clean Water
Warrant Register July 22-August 04, 2025**

Date	Vendor Name	Vendor Document #	Payment #	Transaction Description	Net Paid
08/01/25	AIRGAS USA, LLC	1139041307	113864	Nitrogen gas	\$ 293.08
08/01/25	AIR TREATMENT CORPORATION	P76367	113865	FY25-26 Alum air filters qty24	8,280.18
08/01/25	ALL INDUSTRIAL ELECTRIC SUPPLY	5332577	113866	Strut qty10	1,503.09
08/01/25	ALL INDUSTRIAL ELECTRIC SUPPLY	5332578	113866	Conduit clamp qty25	1,114.57
08/01/25	ALPHA ANALYTICAL LABORATORIES	SVCW1058	113867	Alpha Analytical MAY25	16,397.50
08/01/25	AMAZON CAPITAL SERVICES, INC.	14GC-FPDH-9V64.1	113868	Return toaster oven	(87.89)
08/01/25	AMAZON CAPITAL SERVICES, INC.	14J7-FV74-3RGF	113868	Nut driver qty2	325.78
08/01/25	AMAZON CAPITAL SERVICES, INC.	199X-64P1-CPC4.1	113868	Safety shoes	181.17
08/01/25	AMAZON CAPITAL SERVICES, INC.	19PD-43JH-JYLM.1	113868	Return Aurbor gear case	(106.92)
08/01/25	AMAZON CAPITAL SERVICES, INC.	1F4G-J4YM-KFK7	113868	Monitor qty1	355.50
08/01/25	AMAZON CAPITAL SERVICES, INC.	1FPF-YGXT-196K.1	113868	Lab supply	307.54
08/01/25	AMAZON CAPITAL SERVICES, INC.	1GF9-K7PY-PF1K	113868	Extension cord qty2	26.34
08/01/25	AMAZON CAPITAL SERVICES, INC.	1GQX-6GYX-FP74	113868	HDD dock	25.22
08/01/25	AMAZON CAPITAL SERVICES, INC.	1GR9-CJ7T-1F1J	113868	Monitor arms, desk items	453.08
08/01/25	AMAZON CAPITAL SERVICES, INC.	1HKX-VQ13-63YX	113868	Lab supply	56.01
08/01/25	AMAZON CAPITAL SERVICES, INC.	1KRR-DHP4-RQ3H	113868	Return adj position lanyard	(120.81)
08/01/25	AMAZON CAPITAL SERVICES, INC.	1KRX-D4C9-1JXF	113868	Kitchen supply	103.41
08/01/25	AMAZON CAPITAL SERVICES, INC.	1LDQ-N6VR-VJDL.1	113868	Return L shaped bracket	(14.44)
08/01/25	AMAZON CAPITAL SERVICES, INC.	1NFW-XJH1-XH66	113868	Connector qty12	68.45
08/01/25	AMAZON CAPITAL SERVICES, INC.	1R6L-LKR6-FX4H	113868	Display port adapters	80.93
08/01/25	AMAZON CAPITAL SERVICES, INC.	1RPP-FTQF-VCLW	113868	Office supply	54.89
08/01/25	AMAZON CAPITAL SERVICES, INC.	1TQH-1GNP-CTYR	113868	Comm door lever	252.60
08/01/25	AMAZON CAPITAL SERVICES, INC.	1VG9-MKDR-WKF9	113868	Wireless extender	114.26
08/01/25	AMAZON CAPITAL SERVICES, INC.	1VHQ-QT9P-7WFH	113868	Office supply	91.09
08/01/25	AMAZON CAPITAL SERVICES, INC.	1W3Q-74FQ-FFR1	113868	Pipettes	618.48
08/01/25	AMAZON CAPITAL SERVICES, INC.	1YPM-L3WN-4NWX	113868	Return master lock	(323.04)
08/01/25	AMERIGAS PROPANE LP	3179724021	113869	Propane JUL25	88.81
08/01/25	ANALYSTS, INC. AKA BUREAU VERITAS	40127323	113870	DMF oil sample	481.00
08/01/25	ATMOSPHERIC ANALYSIS & CONSULT	A-33110	113871	Analysis siloxanes	1,275.00
08/01/25	BAY ALARM COMPANY	22304843	113872	Alarm svc AUG-OCT25	465.99
08/01/25	BAY CITY BOILER & ENGINEERING INC	38195	113873	Tuning and emissions	2,750.00
08/01/25	BROWN & CALDWELL CORP	11571248	113874	02/21-06/30/25 0810FY24/5AsNee	1,845.25
08/01/25	BROWN & CALDWELL CORP	11571269	113874	05/23-06/30/25 9401ESDC	100,318.75
08/01/25	CALISKANER WATER TECHNOLOGIES INC	1061	113875	11/01-20/24 9243TechAdvrsySvcs	7,695.00
08/01/25	CALTEST ANALYTICAL LABORATORY	731732	113876	Nutrient permit sample	179.10
08/01/25	CALTEST ANALYTICAL LABORATORY	731844	113876	Lab sample	844.20
08/01/25	CALIFORNIA SANITATION RISK MANAGEM	3989	113877	GL insur deductible	1,666.00
08/01/25	CALIFORNIA SANITATION RISK MANAGEM	7488.1	113877	Prop Ins Premium 25-26	225,757.95
08/01/25	CALIFORNIA SANITATION RISK MANAGEM	7527	113877	Work comp Premium 25-26	414,468.00
08/01/25	CED INC BAY AREA	7003-1131218	113878	Clamp qty50	302.16
08/01/25	CHARGEPOINT, INC.	IN349627	113879	Charger unit inspection & service	1,190.00
08/01/25	COMCAST CORPORATION	245326443	113880	Comm expense, WWTP & Pump St.	4,300.95
08/01/25	CORE & MAIN LP	X277679	113881	Blind flange	154.88
08/01/25	FASTENAL COMPANY	CASAJ114903	113882	Maint vend parts	312.42
08/01/25	FASTENAL COMPANY	CASAJ115403	113882	Maint vend parts	594.09
08/01/25	FLW, Inc	1365005	113883	Pressure gauge qty2	400.05
08/01/25	GRAINGER	9573446375	113884	Anti slip tape qty2	309.54
08/01/25	GRAINGER	9579615478	113884	Tubing	57.42
08/01/25	GRAINGER	9582121373	113884	Sanding pad qty2	389.80
08/01/25	HARRINGTON INDUST PLASTICS	003V3450	113885	Flow sensor	1,900.95
08/01/25	HARRINGTON INDUST PLASTICS	003V3696	113885	Ball valve qty4	595.35
08/01/25	HAZEN AND SAWYER	20256-000-10	113886	06/01-30/25 9402 Nutrient planning	27,550.00

**Silicon Valley Clean Water
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Date	Vendor Name	Vendor Document #	Payment #	Transaction Description	Net Paid
08/01/25	LIEBERT CASSIDY WHITMORE	299168	113887	Legal expense	562.50
08/01/25	MISCO WATER	51248B38102	113888	Chlorine sensor qty4	8,545.06
08/01/25	MSDSONLINE, INC.	333596	113889	MSDS Online fee	3,094.71
08/01/25	MUNIQUIP INC	107743	113890	Gear joint retainer	1,573.97
08/01/25	MUNIQUIP INC	107827	113890	Seal qty6	889.99
08/01/25	PACE SUPPLY CORP	0910602695	113891	Ball valve qty2	202.16
08/01/25	PACIFIC WATER RESOURCES	25119	113892	Final filter qty2	8,948.75
08/01/25	PAPE MACHINERY	1075657	113893	JD644K 200 Preventative Maint.	8,492.78
08/01/25	PAPE MACHINERY	1075795	113893	Dmp trk light bar repair	758.61
08/01/25	PENINSULA BATTERY, INC.	143697	113894	Batteries for elect carts	231.95
08/01/25	PACIFIC GAS AND ELECTRIC COMPANY	2507184383-4	113895	JUN-JUL25 electricity, gas utilities	262,904.34
08/01/25	PRAXAIR DISTRIBUTION INC DBA LINDE G	51093670	113896	Lab gas Argon	371.16
08/01/25	QUALITY ASSURANCE SOLUTIONS, L	CA-2025-084	113897	FY25 consulting	3,500.00
08/01/25	RED WING SHOE STORE	084ST1-1011770	113898	Safety shoes TC	310.00
08/01/25	RED WING SHOE STORE	152ST1-1016189	113898	Safety shoes CL	301.58
08/01/25	RED WING SHOE STORE	152ST1-1016275	113898	Safety shoes AH	275.74
08/01/25	R.E.P. NUT N BOLT GUY	40021	113899	Maint vend parts	984.75
08/01/25	REXEL USA INC	S142899507.001	113900	Powerflex 525	1,090.89
08/01/25	RGM KRAMER, INC	172873	113901	Prevailing wage compliance	1,520.00
08/01/25	RKI INSTRUMENTS INC.	525247	113902	Beacon controller	2,764.34
08/01/25	RYAN PROCESS INC	2507014-INV	113903	Mixer asm qty1	6,742.68
08/01/25	RYAN PROCESS INC	2507030-INV	113903	Vertical storage tank	2,201.84
08/01/25	SAMPLE TRAPS, LLC	9123-22616	113904	Bottles	283.43
08/01/25	SIEMENS INDUSTRY INC	5671877235	113905	Spare lvl sensors	2,713.91
08/01/25	SAN MATEO COUNTY MOSQUITO & VECT	SM-25-00061	113906	JUL25 Mosquito abatement	345.41
08/01/25	UNIFIRST CORPORATION	2410137019	113907	Uniform laundry July wk 2	780.45
08/01/25	UNIFIRST CORPORATION	2410138423	113907	Uniform laundry July wk 3	839.27
08/01/25	UNIVAR SOLUTIONS USA	53143967	113908	Sodium Hypo del 7/5/25	11,659.32
08/01/25	UNIVAR SOLUTIONS USA	53149149	113908	FY25-26 4238.1G Sodium Bisulfite	13,713.66
08/01/25	UNIVAR SOLUTIONS USA	53151163	113908	1T caustic for biodryer	1,671.00
08/01/25	UNIVAR SOLUTIONS USA	53169325	113908	Sodium Hypo 3981.62G 7/15/25	11,593.23
08/01/25	UNIVAR SOLUTIONS USA	53180160	113908	4004.518G Sodium hypo	11,651.17
08/01/25	USA BLUE BOOK	INV00764094	113909	Corepro sampler	415.21
08/01/25	VALLEY OIL COMPANY (VEHICLE FUEL)	222669	113910	Clr diesel JUL25	251.76
08/01/25	VALLEY OIL COMPANY (VEHICLE FUEL)	229254	113910	Clr diesel JUL25	372.66
08/01/25	VALLEY OIL COMPANY (VEHICLE FUEL)	728653	113910	Unl fuel JUL25	157.16
08/01/25	VAPEX ENVIRONMENTAL TECHNOLOGIES	00001704	113911	EWAS annual svc	28,000.00
08/01/25	VERIZON WIRELESS	6118948893	113912	Monthly cell expense	2,478.43
08/01/25	VWR INTERNATIONAL, LLC	8819493262	113913	Lab supply	1,588.53
08/01/25	WESTERN WIRE WORKS INC	446627	113914	Screen 20 mesh	1,085.57
08/01/25	WREGIS	WR52557	113915	Elec ben JUL25	9.21
08/01/25	FREYER & LAURETA, INC	25-486	113916	Proj9269 Biogas utl	919.00
07/25/25	NAVIA BENEFIT SOLUTIONS	202501-PPE071925	EFT000000007171	Health/Daycare/FSA ppe71925	3,917.78
07/25/25	MISSIONSQUARE(formerly M&T) ICMA	803827-PPE071925	EFT000000007172	EE ER HSA contr ppe 71925	9,976.15
07/25/25	STATIONARY ENGINEERS LOCAL 39 DATA	07252025	EFT000000007173	Union dues ppe 71925	2,681.24
07/25/25	NATIONWIDE RETIREMENT SOLUTIONS	40944-001-PPE071925	EFT000000007174	DC Roth contr ppe 7/19/25	27,470.43
07/25/25	ADP	695088049	EFT000000007175	Payroll svc ppe070525	714.33
07/25/25	ADP	695609669	EFT000000007175	ADP Time & Attendance	628.50
07/25/25	ADP	695610487	EFT000000007175	API connection, WO-pilot	166.25
08/01/25	ADP	696490737	EFT000000007176	Payroll svc ppe071925	728.05
08/01/25	COLLABORATIVE STRATEGIES CONSU	04202501JUL2025	EFT000000007177	07/06-21/25 6018CoordinationSv	6,048.00
08/01/25	EDGLEY, KIP D.	2507_03_2025-02	EFT000000007178	06/02-07/02/25 GlibITOSCADA Sppr	18,189.63

**Silicon Valley Clean Water
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Date	Vendor Name	Vendor Document #	Payment #	Transaction Description	Net Paid
08/01/25	EDGLEY, KIP D.	250703_2025_02A	EFT000000007178	06/02-07/06/25 GblTOExpnses	6,529.45
08/01/25	FENTON, CHARLES	2025-08 OPS	EFT000000007179	JUN24 Ops support	7,499.69
08/01/25	FENTON, CHARLES	2025-09 OPS	EFT000000007179	JUN25 Ops support	3,158.25
08/01/25	FITZGERALD LAW OFFICES	FITZ-FEB-25-25-GEN	EFT000000007180	Legal Services	7,316.75
08/01/25	HACH COMPANY	14574052	EFT000000007181	Nitrogen qty4	1,235.00
08/01/25	HACH COMPANY	14574573	EFT000000007181	Sensor cartridge	1,842.73
08/01/25	HACH COMPANY	14585281	EFT000000007181	Calibration bag qty5	70.48
08/01/25	KENNEDY/JENKS CONSULTANTS, INC	181374	EFT000000007182	Thru 06/27/25 9500RESCUPM	9,406.75
08/01/25	MOTION INDUSTRIES INC.	CA24-01216965	EFT000000007183	Belt qty5	118.95
08/01/25	MOTION INDUSTRIES INC.	CA24-01218210	EFT000000007183	Pump qty1	1,948.29
08/01/25	PRINCIPAL TRUST COMPANY	06302025	EFT000000007184	JUN25 prefund sec115 pension	46,279.55
08/01/25	SHANKAR, SAMEET	5283216090	EFT000000007185	Cell phone reimb SS	135.00
08/01/25	TANNER PACIFIC, INC.	225-069	EFT000000007186	11/17-30/24 9223CM	4,892.00
08/01/25	TANNER PACIFIC, INC.	225-280	EFT000000007186	0629-07/12/25 GblTOCMgnmnt	88,611.67
08/01/25	TANNER PACIFIC, INC.	225-366	EFT000000007186	09/22/-10/04/24 9223CM	4,284.86
08/01/25	TRAN, RYAN	07252025RT	EFT000000007187	Welding helmet	455.99
08/01/25	BAKER, ANDREW	0825	EFT000000007188	08/25 retiree health refund	1,011.40
08/01/25	BEWLEY, JAMES B.	0825	EFT000000007189	08/25 retiree health refund	528.16
08/01/25	BOVE, LEONARD F.	0825	EFT000000007190	08/25 retiree health refund	185.08
08/01/25	BOWLEN, WILLIAM	0825	EFT000000007191	08/25 retiree health refund	1,006.78
08/01/25	BROWN, BRENT	0825	EFT000000007192	08/25 retiree health refund	1,902.80
08/01/25	BRUEMMER, LINDA	0825	EFT000000007193	08/25 retiree health refund	185.08
08/01/25	BUENROSTRO, BENJAMIN Sr.	0825	EFT000000007194	08/25 retiree health refund	528.16
08/01/25	BUSCH, JOSEPH A.	0825	EFT000000007195	08/25 retiree health refund	185.08
08/01/25	CASTRO, RAMON	0825	EFT000000007196	08/25 retiree health refund	528.16
08/01/25	CHANDLER, CATHERINE	0825	EFT000000007197	08/25 retiree health refund	426.70
08/01/25	CHAPMAN, ROBERT G	0825	EFT000000007198	08/25 retiree health refund	185.08
08/01/25	CHILD, DANIEL T.	0825	EFT000000007199	08/25 retiree health refund	1,011.40
08/01/25	DALY, MICKEY	0825	EFT000000007200	08/25 retiree health refund	1,671.25
08/01/25	DOMINGO, NORMAN M.	0825	EFT000000007201	08/25 retiree health refund	726.50
08/01/25	DONALDSON, ROBERT M.	0825	EFT000000007202	08/25 retiree health refund	1,011.40
08/01/25	FAZIO, MICHAEL	0825	EFT000000007203	08/25 retiree health refund	185.08
08/01/25	FLAHERTY, LISA M.	0825	EFT000000007204	08/25 retiree health refund	270.85
08/01/25	FONG, PETER	0825	EFT000000007205	08/25 retiree health refund	528.16
08/01/25	FORD, LARENCE	0825	EFT000000007206	08/25 retiree health refund	528.16
08/01/25	GALLEGOS, ROSENDO	0825	EFT000000007207	08/25 retiree health refund	2,067.80
08/01/25	GERKE, FRED	0825	EFT000000007208	08/25 retiree health refund	185.08
08/01/25	GROSSO, LORNA	0825	EFT000000007209	08/25 retiree health refund	185.08
08/01/25	GUZMAN, FRANCISCO	0825	EFT000000007210	08/25 retiree health refund	1,363.21
08/01/25	HALL, DAVID A.	0825	EFT000000007211	08/25 retiree health refund	2,417.98
08/01/25	HERNANDEZ, JOHN M.	0825	EFT000000007212	08/25 retiree health refund	185.08
08/01/25	HERRERA, TERESA	0825	EFT000000007213	08/25 retiree health refund	954.90
08/01/25	HUFFSTUTLER, ROBERT	0825	EFT000000007214	08/25 retiree health refund	1,011.40
08/01/25	JONES, LORINE	0825	EFT000000007215	08/25 retiree health refund	954.90
08/01/25	JONES, REGGIE H.	0825	EFT000000007216	08/25 retiree health refund	284.25
08/01/25	KAUFMAN, KENNETH J	0825	EFT000000007217	08/25 retiree health refund	250.31
08/01/25	KELLY, EDWARD	0825	EFT000000007218	08/25 retiree health refund	426.70
08/01/25	KERTZ, FELIX J.	0825	EFT000000007219	08/25 retiree health refund	185.08
08/01/25	KETTLER, BRIAN, Retiree	0825	EFT000000007220	08/25 retiree health refund	250.31
08/01/25	KLOKKE, NANCY L.	0825	EFT000000007221	08/25 retiree health refund	426.70
08/01/25	LOSTICA, JAMES	0825	EFT000000007222	08/25 retiree health refund	1,671.25
08/01/25	MA, PO KUI	0825	EFT000000007223	08/25 retiree health refund	528.16

**Silicon Valley Clean Water
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Date	Vendor Name	Vendor Document #	Payment #	Transaction Description	Net Paid
08/01/25	PADUA, BENJAMIN V.	0825	EFT000000007224	08/25 retiree health refund	528.16
08/01/25	POSCH, MARY CAROLYN	0825	EFT000000007225	08/25 retiree health refund	185.08
08/01/25	POWELL, THOMAS	0825	EFT000000007226	08/25 retiree health refund	954.90
08/01/25	REEVES, DENNIS D.	0825	EFT000000007227	08/25 retiree health refund	528.16
08/01/25	REYES, CESAR V.	0825	EFT000000007228	08/25 retiree health refund	528.16
08/01/25	SAN FILIPPO, JOHN	0825	EFT000000007229	08/25 retiree health refund	1,011.40
08/01/25	SCHEPIS, GERALD	0825	EFT000000007230	08/25 retiree health refund	1,363.21
08/01/25	SMITH, JULIE	0825	EFT000000007231	08/25 retiree health refund	426.70
08/01/25	SMITH, RAYMOND C.	0825	EFT000000007232	08/25 retiree health refund	726.50
08/01/25	STORMS, VERNON GARY	0825	EFT000000007233	08/25 retiree health refund	528.16
08/01/25	SUTER, KATHERINE J.	0825	EFT000000007234	08/25 retiree health refund	528.16
08/01/25	TAYLOR, TERRY M.	0825	EFT000000007235	08/25 retiree health refund	528.16
08/01/25	VON SEEBACH, NANCY	0825	EFT000000007236	08/25 retiree health refund	1,011.40
08/01/25	WALSH, WALTER	0825	EFT000000007237	08/25 retiree health refund	658.62
08/01/25	WANDRO, ROBERT	0825	EFT000000007238	08/25 retiree health refund	738.56
08/01/25	WIDGER, RICHARD	0825	EFT000000007239	08/25 retiree health refund	1,011.40
08/01/25	WOODSTOCK, CRAIG M.	0825	EFT000000007240	08/25 retiree health refund	528.16
TOTAL					\$ 1,524,783.04

THIS IS TO CERTIFY THAT THE CLAIMS LISTED ON PAYMENTS NUMBERED FROM 113864 THROUGH 113916 INCLUSIVE, AND/OR ELECTRONIC FUND TRANSFERRED ITEMS NUMBERED EFT000000007171 THROUGH EFT000000007240 INCLUSIVE, TOTALING IN THE AMOUNT OF \$1,524,783.04 HAVE BEEN CHECKED IN DETAIL AND APPROVED BY THE PROPER OFFICIALS, AND IN MY OPINION REPRESENT FAIR AND JUST CHARGES AGAINST THE AUTHORITY IN ACCORDANCE WITH THEIR RESPECTIVE AMOUNTS AS INDICATED THEREON.

RESPECTFULLY SUBMITTED,



MATTHEW ANDERSON, TREASURER

8/5/2025

DATE



BETH GOLDBERG, CONTROLLER

08/18/25

DATE

**Silicon Valley Clean Water
Warrant Register August 05-August 18, 2025**

Date	Vendor Name	Vendor Document #	Payment #	Transaction Description	Net Paid
08/15/25	AAA FENCE COMPANY INC	3313	113917	05/31/25 6018CL w greenslats	\$ 6,425.00
08/15/25	AAA FENCE COMPANY INC	3314	113917	04/15/25 6018CLGreenslats	3,365.00
08/15/25	ACA TRACK	INV-006317	113918	ACA healthcare report	545.20
08/15/25	AIRGAS USA, LLC	5518457568	113919	Maint welding gas	288.55
08/15/25	ALL INDUSTRIAL ELECTRIC SUPPLY	5334465	113920	Conduit	153.78
08/15/25	ALPHA ANALYTICAL LABORATORIES	SVCW1060	113921	Nitrogen, Ammonia, Metals testing	6,636.00
08/15/25	AMAZON CAPITAL SERVICES, INC.	14VL-4D7T-YFW1	113922	Powerline adapter	131.84
08/15/25	AMAZON CAPITAL SERVICES, INC.	14X7-44VM-JQPF	113922	Resistor kit	14.27
08/15/25	AMAZON CAPITAL SERVICES, INC.	197X-VLGL-NYKQ	113922	Safety cones	189.44
08/15/25	AMAZON CAPITAL SERVICES, INC.	19TR-LCHL-G9D6	113922	IT supply	46.69
08/15/25	AMAZON CAPITAL SERVICES, INC.	19TR-LCHL-KNJ4	113922	Eye solution; snake pole	240.25
08/15/25	AMAZON CAPITAL SERVICES, INC.	1GN6-6NQ4-H61V	113922	Connector qty5	369.37
08/15/25	AMAZON CAPITAL SERVICES, INC.	1J1H-KMQF-CHMM	113922	Storage boxes	45.03
08/15/25	AMAZON CAPITAL SERVICES, INC.	1J1H-KMQF-WVY6	113922	Wireless headset	76.88
08/15/25	AMAZON CAPITAL SERVICES, INC.	1LMC-MFFJ-CQ4Y	113922	Air purifier/humidifier	87.88
08/15/25	AMAZON CAPITAL SERVICES, INC.	1LPL-DKJP-393K	113922	Office supply	28.54
08/15/25	AMAZON CAPITAL SERVICES, INC.	1T11-J1VW-F17Q	113922	Non skid paint	609.81
08/15/25	AMAZON CAPITAL SERVICES, INC.	1T3Q-VQ76-9QLD	113922	HDMI cables	19.33
08/15/25	AMAZON CAPITAL SERVICES, INC.	1TWJ-K9KR-TPPC	113922	HEPA filters	45.37
08/15/25	AMAZON CAPITAL SERVICES, INC.	1W3R-6NNR-DJGM	113922	Lab supply	363.18
08/15/25	AMAZON CAPITAL SERVICES, INC.	1XFT-4JX3-H6DL	113922	Fleet fire ext qty23	652.05
08/15/25	AMERIGAS PROPANE LP	3180372603	113923	Propane AUG25	217.78
08/15/25	BAY CITY ELECTRIC WORKS	W312624	113924	PMS APR unit insp FY24-25	796.99
08/15/25	BAY CITY ELECTRIC WORKS	W312625	113924	PMS Gens MPPS FY24-25	2,950.00
08/15/25	BAY CITY ELECTRIC WORKS	W312626	113924	PMS Load bnk test FY24-25	9,759.77
08/15/25	BEECHER ENGINEERING	0721-91	113925	07/01-24/25 9269ElecEngSpprt	1,528.00
08/15/25	BEECHER ENGINEERING	0725-85	113925	07/01-24/25 9247ElecEngSvcs	1,146.00
08/15/25	BIOFORCETECH CORPORATION	XB4_SVCW44	113926	07/25 9231BioDryersSpprtSvcs	11,999.99
08/15/25	BROWN & CALDWELL CORP	11571244	113927	04/25-06/30/25 9502Stage2/4-OA	6,582.89
08/15/25	BROWN & CALDWELL CORP	11573861	113927	07/01-24/25 9501OADBStage2	4,018.00
08/15/25	BROWN & CALDWELL CORP	11573865	113927	07/01-24/25 9269DesignEngSvcs	8,349.00
08/15/25	CALTEST ANALYTICAL LABORATORY	731982	113928	Nutrient permit testing	179.10
08/15/25	COMPASS GROUP DBA CANTEEN VENDING	3507010250385	113929	Cafeteria vending equip JUL25	1,382.76
08/15/25	CA ST EMPLOYMENT DEVELOPMENT	L0269587408	113930	EDD unemployment	404.00
08/15/25	CALIFORNIA WATER SERVICE CO	25071688850	113931	Wtr SCPS JUL25	228.78
08/15/25	CDM CONSTRUCTORS INC	PPR3-002-PO108431	113932	06/01-30/25 9257ConstrnStage2	183,014.46
08/15/25	CDM SMITH INC.	90239303	113933	06/01-07/12/25 9223Phase2-OA	13,695.00
08/15/25	CDW GOVERNMENT, INC.	AF2LG8X	113934	MS Win11 Pro license qty5	1,072.25
08/15/25	CLASSPASS LLC	8CC60590-0006	113935	ClassPass wellness fee	1,913.00
08/15/25	COMCAST CORPORATION	247862192	113936	Comms, WWTP and Pump Station	4,802.70
08/15/25	DETECTION INSTRUMENTS CORP	9493-61595	113937	Ann odalog plan 25-26	630.00
08/15/25	ENS RESOURCES INC	3942	113938	Federal lobby consulting retainer	5,000.00
08/15/25	EVOQUA WATER TECHNOLOGIES LLC	907138036	113939	Nitrate JUL25	15,087.09
08/15/25	FASTENAL COMPANY	CASAJ115547	113940	Ops and Maint supplies	447.96
08/15/25	FASTENAL COMPANY	CASAJ115662	113940	Ops and Maint supplies	196.91
08/15/25	FED EX	8-927-35333	113941	Shipping exp	29.95
08/15/25	FISHER SCIENTIFIC COMPANY, LLC	2762673	113942	Waterproof thermometer	37.38
08/15/25	FOSTER CITY, CITY OF	16624	113943	Job posting	582.00
08/15/25	FOURNIER INDUSTRIES, INC.	FP101140	113944	Fan Press dewatering equip rehab	166,490.84
08/15/25	GRAINGER	9583641254	113945	Glove dispenser	19.04
08/15/25	GRAINGER	9589282020	113945	Lever door handle qty2	53.07
08/15/25	GRAINGER	9591262929	113945	Float switch qty5	422.03
08/15/25	GRAINGER	9595466252	113945	Reducing adapter qty3	123.61
08/15/25	GRAINGER	9596910720	113945	Tool box	48.70
08/15/25	GRAINGER	9598874189	113945	Voltage tester	653.68

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08/15/25	GRAINGER	9599368447	113945	Enclosure qty2	36.23
08/15/25	GROVER FILMS LLC	439	113946	Hardrive with footage	109.25
08/15/25	HARRINGTON INDUST PLASTICS	003V4561	113947	Pipe cement	250.67
08/15/25	HILLYARD INC	605898587	113948	Paper towel qty10	699.90
08/15/25	IDEXX DISTRIBUTION, INC	3180947735	113949	Irradiated colilert, lab vessels	2,070.91
08/15/25	IDEXX DISTRIBUTION, INC	3181459125	113949	Tray Enterolert	1,694.57
08/15/25	JOE A GONSALVES & SON	162654	113950	State lobby consulting	4,500.00
08/15/25	KEMIRA WATER SOLUTIONS INC	9017900321	113951	Ferric 3860.65G 8/1/25	16,364.59
08/15/25	LENSCRAFTERS	1810260090	113952	Safety glasses PH	170.00
08/15/25	LINAK U.S. INC.	536271	113953	Release pin	91.07
08/15/25	LINAK U.S. INC.	536332	113953	Bracket	221.82
08/15/25	MARATHON SOLUTIONS INC	3246	113954	O365 Outlook support	371.25
08/15/25	MARINA MECHANICAL	519697	113955	HVAC PM filters lab	11,223.00
08/15/25	MARINA MECHANICAL	519810	113955	HVAC VAV control rm	3,024.00
08/15/25	MARINA MECHANICAL	519819	113955	HVAC filters	307.34
08/15/25	MARINA MECHANICAL	519829	113955	Lab fridg 13,17	1,977.81
08/15/25	MARLIN LEASING DBA PEAC SOLUTION	40774694	113956	Monthly copier exp	3,524.80
08/15/25	METROPOLITAN LIFE INSURANCE COMPANY	5387799-0001AUG25	113957	AUG25 LTD Life AD&D	5,259.45
08/15/25	MENLO PARK, CITY OF-MUNICIPAL WATER	2025072912955	113958	MPPS Wtr 6/16-7/16/25	179.05
08/15/25	MUNIQUEP INC	107857	113959	Food waste pump	2,392.30
08/15/25	NORTH CENTRAL LABORATORIES	523373	113960	Standard glucose	272.62
08/15/25	OCCUPATIONAL HEALTH CENTERS OF CALIFORN	87622577	113961	Pre employment screen	337.00
08/15/25	O.P.E.N, AMERICA INC DBA OPENWORKS	COB1087790	113962	Office clean offc	550.00
08/15/25	O.P.E.N, AMERICA INC DBA OPENWORKS	COB1089228	113962	Janitorial services	6,449.00
08/15/25	PACIFIC ECORISK, INC	20760	113963	Toxicity testing	5,547.00
08/15/25	PACIFIC OFFICE AUTOMATION - LEASE	5034794631REV	113964	06/14-07/13/25 9130PrinterRent	677.78
08/15/25	PACIFIC OFFICE AUTOMATION - LEASE	5035179244	113964	07/14-08/13/25 9130PrinterRent	677.78
08/15/25	PALO ALTO ELECTRIC MOTOR CORP.	RI10525	113965	Inspection fee	150.00
08/15/25	PRE EMPLOYMENT, INC.	SIL. VAL-20250731	113966	Background check ET	118.00
08/15/25	QUADIENT LEASING USA, INC	Q1939869	113967	Folding machine lease	1,485.63
08/15/25	R&S ERECTION NO. PENINSULA INC	64991	113968	Commercial repairs	4,912.62
08/15/25	RED WING SHOE STORE	084ST1-1181999	113969	Safety shoes MS	310.00
08/15/25	RED WING SHOE STORE	152ST1-1183486	113969	Safety shoes CH	310.00
08/15/25	RED WING SHOE STORE	822ST1-1196318	113969	Safety shoes PH	302.89
08/15/25	R.E.P. NUT N BOLT GUY	40042	113970	Hex nuts/screws qty 700, gloves qty30	886.14
08/15/25	R.E.P. NUT N BOLT GUY	40068	113970	Nitrile gloves 100 count, qty10	206.02
08/15/25	R.E.P. NUT N BOLT GUY	40074	113970	Maint hardware	756.10
08/15/25	R.E.P. NUT N BOLT GUY	40088	113970	Maint gloves	1,236.09
08/15/25	R.E.P. NUT N BOLT GUY	40089	113970	PVC elbows & couplings qty24	425.55
08/15/25	R.E.P. NUT N BOLT GUY	40128	113970	Union tees & elbows qty50	448.40
08/15/25	R.E.P. NUT N BOLT GUY	40152	113970	Brass and steel fittings qty133	1,995.82
08/15/25	R.E.P. NUT N BOLT GUY	40165	113970	Schedule 80 PVC fittings qty44	1,367.33
08/15/25	R.E.P. NUT N BOLT GUY	40166	113970	Nitrile gloves 100 count, qty50	1,030.08
08/15/25	R.E.P. NUT N BOLT GUY	40172	113970	M12 threaded rod qty4	323.87
08/15/25	R.E.P. NUT N BOLT GUY	40176	113970	Nuts and washers qty 36	151.13
08/15/25	R.E.P. NUT N BOLT GUY	40179	113970	M16 3-meter thread rod qty60	1,286.73
08/15/25	REPUBLIC SERVICES #925	0925-001705742	113971	Beast screen 6/13/25	976.53
08/15/25	ROTO-ROOTER	193-27019720	113972	Storm drain clean JUL25	3,775.00
08/15/25	REDWOOD CITY, CITY OF-FINANCE(acct,fuel,veh	774028	113973	Fleet Maintenance JUL25	532.86
08/15/25	REDWOOD CITY, CITY OF-FINANCE(acct,fuel,veh	775023	113973	Fleet Maintenance JUL25	213.33
08/15/25	Redwood City, City of-Water & Trash/Garbage	250728171-00	113974	RCPS water JUL25	95.39
08/15/25	Redwood City, City of-Water & Trash/Garbage	250728187-00	113974	Water garbage plant JUL25	3,132.84
08/15/25	Redwood City, City of-Water & Trash/Garbage	250728188-01	113974	RCPS gbg ragbin JUL25	613.39
08/15/25	Redwood City, City of-Water & Trash/Garbage	250728373-00	113974	Water Swr gbg 1406 JUL25	3,364.80
08/15/25	SUPPORT PRODUCT SERVICES	13402	113975	ECOM analyzer	653.19

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Date	Vendor Name	Vendor Document #	Payment #	Transaction Description	Net Paid
08/15/25	TELEPACIFIC COMMUNICATIONS	186794871-0	113976	Analog comms expense	469.44
08/15/25	THYSSENKRUPP ELEVATOR CORPORAT	5002988974	113977	Elev1 safety circ 7/3	2,448.00
08/15/25	THYSSENKRUPP ELEVATOR CORPORAT	6000814000	113977	Controller drive repair	15,227.45
08/15/25	UNDERGROUND SERVICE ALERT OF N	2025167530	113978	2025 Annual memb fee	577.98
08/15/25	UNIFIRST CORPORATION	2410139561	113979	Uniform laundry	858.08
08/15/25	UNIVAR SOLUTIONS USA	53190882	113980	Hypo 39027G 7/22/25	11,362.04
08/15/25	UNIVAR SOLUTIONS USA	53202925	113980	Hypo 3900 JUL25	11,357.67
08/15/25	UNIVAR SOLUTIONS USA	53204935	113980	Sod Bisulf 4223g 7/25/25	14,005.45
08/15/25	UNIVAR SOLUTIONS USA	53212041	113980	Hypo 3900.717G 7/30/25	11,587.69
08/15/25	U.S. BANK CORPORATE PAYMENT SYSTEMS	07222025AA1	113981	WEFTEC conf reg	1,530.00
08/15/25	U.S. BANK CORPORATE PAYMENT SYSTEMS	07222025AA2	113981	CWEA dinner mtg	45.00
08/15/25	U.S. BANK CORPORATE PAYMENT SYSTEMS	07222025AA3	113981	DBIA group membership	500.00
08/15/25	U.S. BANK CORPORATE PAYMENT SYSTEMS	07222025AA4	113981	WEFTEC airfare	460.44
08/15/25	U.S. BANK CORPORATE PAYMENT SYSTEMS	07222025AA5	113981	CASA airfare	324.16
08/15/25	U.S. BANK CORPORATE PAYMENT SYSTEMS	07222025AA6	113981	WateReuse airfare	236.97
08/15/25	U.S. BANK CORPORATE PAYMENT SYSTEMS	07222025AA7	113981	BAAQMD parking	27.00
08/15/25	U.S. BANK CORPORATE PAYMENT SYSTEMS	07222025CH1	113981	Transportation svc	140.60
08/15/25	U.S. BANK CORPORATE PAYMENT SYSTEMS	07222025CH2	113981	Transportation svc	140.60
08/15/25	U.S. BANK CORPORATE PAYMENT SYSTEMS	07222025DB1	113981	EV charge	30.51
08/15/25	U.S. BANK CORPORATE PAYMENT SYSTEMS	07222025DB2	113981	Car wash 4 fleet	14.00
08/15/25	U.S. BANK CORPORATE PAYMENT SYSTEMS	07222025DL	113981	Chemical safety jacket	875.69
08/15/25	U.S. BANK CORPORATE PAYMENT SYSTEMS	07222025DM1	113981	Dave Chandler brick	147.25
08/15/25	U.S. BANK CORPORATE PAYMENT SYSTEMS	07222025DM2	113981	Crane for AB work	6,809.20
08/15/25	U.S. BANK CORPORATE PAYMENT SYSTEMS	07222025DM3	113981	Tire pressure washer	540.86
08/15/25	U.S. BANK CORPORATE PAYMENT SYSTEMS	07222025DM4	113981	Crane for ABB work	6,809.20
08/15/25	U.S. BANK CORPORATE PAYMENT SYSTEMS	07222025DM5	113981	Rush fiber gaskets	222.95
08/15/25	U.S. BANK CORPORATE PAYMENT SYSTEMS	07222025EM1	113981	Membership feel MM	239.00
08/15/25	U.S. BANK CORPORATE PAYMENT SYSTEMS	07222025EM2	113981	Lab dispser unit stand	810.52
08/15/25	U.S. BANK CORPORATE PAYMENT SYSTEMS	07222025EM3	113981	Mailing oil samples	25.09
08/15/25	U.S. BANK CORPORATE PAYMENT SYSTEMS	07222025EM4	113981	VR DKF match exam gr3	125.00
08/15/25	U.S. BANK CORPORATE PAYMENT SYSTEMS	07222025JD1	113981	Water pump	790.49
08/15/25	U.S. BANK CORPORATE PAYMENT SYSTEMS	07222025JD2	113981	Toilet seat	42.83
08/15/25	U.S. BANK CORPORATE PAYMENT SYSTEMS	07222025JD3	113981	Step ladder	191.18
08/15/25	U.S. BANK CORPORATE PAYMENT SYSTEMS	07222025JD4	113981	Fleet wash, qty14	1,106.00
08/15/25	U.S. BANK CORPORATE PAYMENT SYSTEMS	07222025JD5	113981	Privacy screen	457.91
08/15/25	U.S. BANK CORPORATE PAYMENT SYSTEMS	07222025JK1	113981	Toilet seat	43.73
08/15/25	U.S. BANK CORPORATE PAYMENT SYSTEMS	07222025JK2	113981	Tire foam	32.03
08/15/25	U.S. BANK CORPORATE PAYMENT SYSTEMS	07222025JM1	113981	SVCW/RESCU Website	59.00
08/15/25	U.S. BANK CORPORATE PAYMENT SYSTEMS	07222025JM10	113981	Retirement Lunch	200.00
08/15/25	U.S. BANK CORPORATE PAYMENT SYSTEMS	07222025JM11	113981	Retirement Lunch	41.97
08/15/25	U.S. BANK CORPORATE PAYMENT SYSTEMS	07222025JM12	113981	Snack Chat	139.41
08/15/25	U.S. BANK CORPORATE PAYMENT SYSTEMS	07222025JM13	113981	Commission Meeting Snacks	22.21
08/15/25	U.S. BANK CORPORATE PAYMENT SYSTEMS	07222025JM14	113981	Public Relations Website	55.00
08/15/25	U.S. BANK CORPORATE PAYMENT SYSTEMS	07222025JM15	113981	Retirement recognition	2,306.43
08/15/25	U.S. BANK CORPORATE PAYMENT SYSTEMS	07222025JM16	113981	Interview Breakfast	15.89
08/15/25	U.S. BANK CORPORATE PAYMENT SYSTEMS	07222025JM17	113981	Interview Lunch	126.56
08/15/25	U.S. BANK CORPORATE PAYMENT SYSTEMS	07222025JM2	113981	Retirement recognition	51.65
08/15/25	U.S. BANK CORPORATE PAYMENT SYSTEMS	07222025JM3	113981	Retirement recognition	3,209.83
08/15/25	U.S. BANK CORPORATE PAYMENT SYSTEMS	07222025JM4	113981	Retirement recognition	24.73
08/15/25	U.S. BANK CORPORATE PAYMENT SYSTEMS	07222025JM5	113981	SVCW/RESCU Website	15.00
08/15/25	U.S. BANK CORPORATE PAYMENT SYSTEMS	07222025JM6	113981	Job posting	175.00
08/15/25	U.S. BANK CORPORATE PAYMENT SYSTEMS	07222025JM7	113981	Lunchroom Monitor	27.08
08/15/25	U.S. BANK CORPORATE PAYMENT SYSTEMS	07222025JM8	113981	CASA Flight GM	272.60
08/15/25	U.S. BANK CORPORATE PAYMENT SYSTEMS	07222025JM9	113981	Retirement recognition	3,181.16
08/15/25	U.S. BANK CORPORATE PAYMENT SYSTEMS	07222025MA1	113981	CWEA plant tour	45.00

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08/15/25	U.S. BANK CORPORATE PAYMENT SYSTEMS	07222025MA2	113981	CASA flight	212.60
08/15/25	U.S. BANK CORPORATE PAYMENT SYSTEMS	07222025MA3	113981	Fleet wash	33.99
08/15/25	U.S. BANK CORPORATE PAYMENT SYSTEMS	07222025MZ1	113981	Parking	2.13
08/15/25	U.S. BANK CORPORATE PAYMENT SYSTEMS	07222025MZ2	113981	WaterRuse conf	965.00
08/15/25	U.S. BANK CORPORATE PAYMENT SYSTEMS	07222025RC1	113981	Front gate relay	371.38
08/15/25	U.S. BANK CORPORATE PAYMENT SYSTEMS	07222025RC2	113981	Last pass team vault	408.00
08/15/25	U.S. BANK CORPORATE PAYMENT SYSTEMS	07222025RC3	113981	Front gate relay	371.38
08/15/25	U.S. BANK CORPORATE PAYMENT SYSTEMS	07222025RC4	113981	SVCWRESCU domain	21.19
08/15/25	U.S. BANK CORPORATE PAYMENT SYSTEMS	07222025SA1	113981	Wet R dry	46.73
08/15/25	U.S. BANK CORPORATE PAYMENT SYSTEMS	07222025SA2	113981	AB 1756-EN2RT	3,531.65
08/15/25	U.S. BANK CORPORATE PAYMENT SYSTEMS	07222025SA3	113981	AB 1756 RM	6,834.50
08/15/25	U.S. BANK CORPORATE PAYMENT SYSTEMS	07222025SA4	113981	Shipping	3,265.21
08/15/25	U.S. BANK CORPORATE PAYMENT SYSTEMS	07222025SS1	113981	CWEA event	45.00
08/15/25	U.S. BANK CORPORATE PAYMENT SYSTEMS	07222025SS2	113981	Gas skit expansion joint	5,497.05
08/15/25	U.S. BANK CORPORATE PAYMENT SYSTEMS	07222025SS3	113981	Toilet seat	31.62
08/15/25	U.S. BANK CORPORATE PAYMENT SYSTEMS	07222025VV	113981	ENR subscription	99.99
08/15/25	VALLEY OIL COMPANY (VEHICLE FUEL)	122023	113982	Clr diesel JUL25	403.91
08/15/25	VALLEY OIL COMPANY (VEHICLE FUEL)	230309	113982	Clr diesel JUL25	477.30
08/15/25	VWR INTERNATIONAL, LLC	8819591734	113983	Indicator qty5	1,187.76
08/15/25	WAXIE SANITARY SUPPLY	83409099	113984	Bleach qty10	131.85
08/15/25	W.M. LYLES CO	PPR2-020-PO107125	113985	07/01-31/25 9223ConstrtnStage2	902,766.84
08/15/25	FREYER & LAURETA, INC	25-525	113986	07/01-31/25 9501OASStage2Cnslt	1,485.00
08/08/25	NAVIA BENEFIT SOLUTIONS	14243	EFT000000007241	FSA Participant Fee	3,782.58
08/08/25	NAVIA BENEFIT SOLUTIONS	202501-PPE08022025	EFT000000007241	Health daycar FSA ppe 8/2/25	3,877.80
08/08/25	MISSIONSQUARE(formerly M&T) ICMA	803827-PPE080225	EFT000000007242	HSA Contri ppe 8/2/25	9,954.26
08/08/25	STATIONARY ENGINEERS LOCAL 39 DATA CTR	8082025	EFT000000007243	Union dues ppe 8/2/25	2,546.36
08/08/25	NATIONWIDE RETIREMENT SOLUTIONS	40944-001-PPE080225	EFT000000007244	DC Roth PPE 8/2/25	27,701.56
08/15/25	ADP	697536334	EFT000000007245	Payroll svcs PPE080225	693.75
08/15/25	AKELA, ARVIND	113-0771696-5324217	EFT000000007246	Safety shoes	306.85
08/15/25	CHAPMAN JR., ROBERT	8152025	EFT000000007247	Computer loan	2,886.98
08/15/25	CHEN, YONG HONG	250805-TCH	EFT000000007248	MT-1 TCP cert renew	114.00
08/15/25	COLLABORATIVE STRATEGIES CONSU	05202501AUG2025	EFT000000007249	07/21-08/04/25 6018Coordinatio	9,828.00
08/15/25	DMJ GAS MARKETING CONSULTANTS, LLC	0725-1	EFT000000007250	3rd prty gas JUL25	2,453.40
08/15/25	DNS STRATEGIC PARTNERS, LLC	1123	EFT000000007251	07/01-28/25 GIBITOCnsltGsvcs	7,502.00
08/15/25	FRANK A. OLSEN CO. LLC	256414	EFT000000007252	Gate valve qty1	1,494.84
08/15/25	HACH COMPANY	14588743	EFT000000007253	Sensor kit qty2	851.76
08/15/25	HACH COMPANY	14591154	EFT000000007253	Buffer soln regeant	2,678.88
08/15/25	INTUITIVE TACTICAL CONSULTING	1551	EFT000000007254	Cortex renewal	69,107.66
08/15/25	INTUITIVE TACTICAL CONSULTING	1552	EFT000000007254	PA Panorama renew	3,124.67
08/15/25	INTUITIVE TACTICAL CONSULTING	1554	EFT000000007254	Monthly svc; duo logic, webex	8,705.00
08/15/25	J.F. SHEA CONSTRUCTION INC	PPR 016-PO107466	EFT000000007255	07/01-31/25 9242Construction	3,132,749.44
08/15/25	KENNEDY/JENKS CONSULTANTS, INC	181666	EFT000000007256	Thru 06/27/25 95000&MDocument	1,220.50
08/15/25	KENNEDY/JENKS CONSULTANTS, INC	181773	EFT000000007256	PROJ9244May24-Jun272025	1,435.75
08/15/25	KENNEDY/JENKS CONSULTANTS, INC	181921	EFT000000007256	Thru 07/25/25ProfSvcs	6,153.75
08/15/25	KOPTI, CHRISTINE	20250815CK	EFT000000007257	Safety meeting snacks	69.78
08/15/25	MILLER, JAYDEN	910500532861	EFT000000007258	ADP wage pay invalid ach	179.75
08/15/25	MOTION INDUSTRIES INC.	CA24-01219496	EFT000000007259	Motor qty1	4,476.47
08/15/25	MURPHY, CHARLES	08072025CM	EFT000000007260	Safety shoes CM	221.44
08/15/25	NAVIA BENEFIT SOLUTIONS	10997550	EFT000000007261	Commuter fee	200.00
08/15/25	NAVIA BENEFIT SOLUTIONS	10997551	EFT000000007261	Participant fee	285.05
08/15/25	NAVIA BENEFIT SOLUTIONS	10997552	EFT000000007261	Health Reimb fee	200.00
08/15/25	NORTHEAST-WESTERN ENERGY SYSTEMS USA LI	2024100348 REV1	EFT000000007262	Tax on inv 2024100348	1,124.29
08/15/25	NORTHEAST-WESTERN ENERGY SYSTEMS USA LI	2025100384	EFT000000007262	OPH cogen 1.2 JUL25	20,791.42
08/15/25	Nexinite, LLC.	INV-003102	EFT000000007263	Work order project	3,275.00
08/15/25	STANDARD-DENTAL INSURANCE	160-164051-0003AUG2	EFT000000007264	Dental Ins AUG25	10,758.26

**Silicon Valley Clean Water
Warrant Register August 05-August 18, 2025**

Date	Vendor Name	Vendor Document #	Payment #	Transaction Description	Net Paid
08/15/25	STANDARD-VISION INSURANCE	160-164051-0002AUG2	EFT000000007265	Standard Vision ins AUG25	1,248.36
08/15/25	THERMAL EDGE INC	0078219-IN	EFT000000007266	Enclosure qty1	10,254.91
08/15/25	US BANK NATIONAL ASSOCIATION - JF SHEA ESC	PPR 016-PO107466.E	EFT000000007267	07/01-31/25 9242ConstrctnEscrow	164,881.55
08/15/25	WRA ENVIRONMENTAL CONSULTANTS	20171-28-57836	EFT000000007268	06/28-07/25/25 9265EnvEval	314.50
TOTAL					\$ 5,110,456.29

THIS IS TO CERTIFY THAT THE CLAIMS LISTED ON PAYMENTS NUMBERED FROM 113917 THROUGH 113986 INCLUSIVE, AND/OR ELECTRONIC FUND TRANSFERRED ITEMS NUMBERED EFT000000007241 THROUGH EFT000000007268 INCLUSIVE, TOTALING IN THE AMOUNT OF \$5,110,456.29 HAVE BEEN CHECKED IN DETAIL AND APPROVED BY THE PROPER OFFICIALS, AND IN MY OPINION REPRESENT FAIR AND JUST CHARGES AGAINST THE AUTHORITY IN ACCORDANCE WITH THEIR RESPECTIVE AMOUNTS AS INDICATED THEREON.

RESPECTFULLY SUBMITTED,



8/19/2025

MATTHEW ANDERSON, TREASURER

DATE



08/29/25

BETH GOLDBERG, CONTROLLER

DATE



AGENDA REPORT

From: Authority Manager

Report Type: Action Item

Lead Department: Manager's Office

Meeting Date: September 11, 2025

SUBJECT

Ratification of contracts approved by the Authority Manager as part of implementation the 2025-26 Fiscal Year Annual Operating and Capital Expenditures Budget pursuant to authority delegated under Resolution No. SVCW 25-15

RECOMMENDATION

Move adoption of RESOLUTION NO. SVCW 25-26 RATIFYING CONTRACTS APPROVED BY THE AUTHORITY MANAGER PURSUANT TO AUTHORITY DELEGATED UNDER RESOLUTION NO. SVCW 25-15

BACKGROUND

As part of the adoption process for each year's operating and capital expenditures budget, the Commission delegates authority to the Authority Manager via resolution to implement the approved budget. The operating budget primarily includes labor, electrical, chemical, and equipment costs, but also includes support services and minor capital expenditures. The delegated authority in Resolution No. SVCW 25-15 authorizes the Authority Manager to "...implement, manage, approve, and enter into agreements and/or execute documents as may be necessary or advisable to disburse the expenditures of said budget." The authority delegated to the Authority Manager does not include capital expenditures that are outside the scope of the annual operating budget; approval of those capital expenditures are brought separately to Commission for approval.

DISCUSSION

The 2025-26 Fiscal Year Annual Operating and Capital Expenditures Budget ("2025-26 Budget") was approved by the SVCW Commission on April 10, 2025. As part of the budget adoption and implementation process, the Commission authorizes the Authority Manager to administer the expenditures authorized in the 2025-26 Budget pursuant to Resolution No. SVCW 25-15. To improve the transparency of contract approvals by the Authority Manager, staff are presenting the approved contracts to the Commission for review and ratification.

CLIMATE EFFECTS

There are no climate effects resulting from this action.

FINANCIAL IMPACTS

There are no direct financial impacts to this action.

ENVIRONMENTAL REVIEW

Adoption of the attached resolution does not meet the California Environmental Quality Act's definition of a project, pursuant to Public Resources Code Section 21065 and CEQA Guidelines Section 15378(b)(4) and (5), because it is a governmental fiscal and administrative activity which will not cause a direct or indirect physical change in the environment.

ATTACHMENTS

- A. RESOLUTION NO. SVCW 25-26
- B. Table 1 – Summary of Contracts Approved by Authority Manager Pursuant to Authority Delegated under Resolution No. SVCW 25-15

PREPARED BY

Matthew Zucca, PE
Authority Manager

TABLE 1
MANAGER-APPROVED CONTRACTS PURSUANT TO AUTHORITY DELEGATED UNDER RESOLUTION NO. SVCW 25-15
FISCAL YEAR 2025-26
 Silicon Valley Clean Water Authority

	VENDOR	CONTRACT TITLE	CONTRACT TYPE	CONTRACT DATE	CONTRACT AMOUNT
1	Evoqua Water Technologies, LLC	Calcium Nitrate-Bioxide CN-8 or CN-9 Solution	Goods	7/1/2025	\$ 572,000
2	Kemira Water Solutions	Ferric Chloride 38% - 42% Solution	Goods	7/1/2025	\$ 151,000
3	Pipe & Plant	Tank Cleaning Services	General Services	8/27/2025	\$ 75,000
4	Safety Klean	Tank Cleaning Services	General Services	8/27/2025	\$ 75,000

RESOLUTION NO. SVCW 25-26

RESOLUTION RATIFYING CONTRACTS APPROVED BY THE AUTHORITY MANAGER PURSUANT TO AUTHORITY DELEGATED UNDER RESOLUTION NO. SVCW 25-15

WHEREAS, this Commission previously adopted Resolution No. SVCW 25-15, approving its 2025-26 Fiscal Year Annual Operating and Capital Expenditures Budget (“2025-26 Budget”) on April 10, 2025; and

WHEREAS, Resolution SVCW 25-15 delegates to the Silicon Valley Clean Water (“SVCW” or “Authority”) the authority to administer the expenditures authorized in the 2025-26 Budget, including the authority “... implement, manage, approve, and enter into agreements and/or execute documents as may be necessary or advisable to disburse the expenditures of said budget”; and

WHEREAS, the authority delegated to the Authority Manager does not include capital expenditures that are outside the scope of the annual operating budget; approval of those capital expenditures is done separately by the Commission; and

WHEREAS, to ensure the transparency of contract approvals by the Authority Manager, staff are presenting the approved contracts to the Commission for review and ratification.

NOW, THEREFORE, BE IT RESOLVED BY THE COMMISSION OF SILICON VALLEY CLEAN WATER, as follows:

1. The foregoing recitals are true statements of fact and are hereby incorporated herein.
2. Those certain agreements, task orders, purchase orders or other forms of agreement heretofore entered into by or for the Authority Manager to implement the 2025-26 Budget are, and each of them is, hereby approved and execution is hereby ratified.
3. This Resolution shall be effective upon the date of its adoption and is operative retroactively to the date of the first agreement ratified hereby.

Regularly passed and accepted by the Commission of Silicon Valley Clean Water at the Regular Meeting thereof held on the 11th day September, 2025 by the following vote:

AYES, and in favor of the passage and acceptance of the foregoing resolution:

NOES, and against the passage and acceptance of the foregoing resolution:

ABSENT:

ABSTAIN:

George Otte, CHAIR
Silicon Valley Clean Water Commission

Attest: _____
Tom McCune, SECRETARY
Silicon Valley Clean Water Commission



AGENDA REPORT

From: Authority Manager

Report Type: Action Item

Lead Department: Finance

Meeting Date: September 11, 2025

SUBJECT

Approval to Declare Certain Fixed Assets as Surplus and Authorize their Disposal

RECOMMENDATION

Move adoption of RESOLUTION SVCW NO. 2025-27 DECLARING FIXED ASSETS #13352, #13353, #13354, #13390, #13280, AND #13185, AS SURPLUS AND AUTHORIZING THE DISPOSAL THEREOF

BACKGROUND

Section 3.5 of the SVCW Joint Powers Agreement (JPA) and Administrative Policy 1981-02 Revision "E" ("Policy") require that the Commission approve disposals of any asset with a Net Book Value greater than \$25,000. Assets and inventory items no longer useful should be declared surplus and disposed of in the appropriate manner. Recent completion of construction at pump stations displaced previous equipment including pumps and valves that had a combined net book value of approximately \$442 thousand. The proposed action seeks Commission authorization to dispose of these assets.

DISCUSSION

SVCW recently rehabilitated its pump stations and identified various equipment that is no longer in use. These assets have zero resale value and staff recommends that they be recognized as removed by the contractor during construction. The following asset disposals are recommended and fall under Commission jurisdiction:

Asset #	Description	Acquired Date	Original Value	Book Value	Reason for Disposal
13352	14" Expansion Joint-Pump Discharge	7/1/2019	\$64,400	\$41,144	Redwood City Pump Station Rehabilitation
13353	18" Swing Check Valves	7/1/2019	\$193,199	\$158,316	Redwood City Pump Station Rehabilitation
13354	18" Knife Gate Discharge Valves	7/1/2019	\$103,040	\$84,435	Redwood City Pump Station Rehabilitation
13390	PLC Controls & Communication Upgrades	7/1/2020	\$65,805	\$51,273	Redwood City Pump Station Rehabilitation
13280	Chopper Sewage Pump	2/14/2019	\$39,848	\$30,550	Redwood City Pump Station Rehabilitation
13185	Vaughan Chopper Sewage Pump	8/15/2017	\$107,076	\$75,852	Redwood City Pump Station Rehabilitation
TOTAL			\$573,368	\$441,570	

CLIMATE EFFECTS

There are no climate effects resulting from this action.

FINANCIAL IMPACTS

These assets have zero resale value. Though no cash will be recorded in this transaction, Authority financial statements will recognize a reduction in fixed assets and a corresponding loss on disposal of these assets.

Original Cost	Net Book Value	Estimated Resale Value
\$573,368	\$441,570	\$0

ENVIRONMENTAL REVIEW

Adoption of the attached resolution does not meet the California Environmental Quality Act's definition of a project, pursuant to Public Resources Code Section 21065 and CEQA Guidelines Section 15378(b)(4) and (5), because it is a governmental fiscal and administrative activity which will not cause a direct or indirect physical change in the environment.

ATTACHMENTS

RESOLUTION SVCW NO. 2025-27 DECLARING FIXED ASSETS #13352, #13353, #13354, #13390, #13280, AND #13185, AS SURPLUS AND AUTHORIZING THE DISPOSAL THEREOF

PREPARED BY

Cindy Hui, Accounting Supervisor

RESOLUTION NO. SVCW 25-27

RESOLUTION DECLARING FIXED ASSETS #13352, #13353, #13354, #13390, #13280 AND #13185, AS SURPLUS AND AUTHORIZING THE DISPOSAL THEREOF

WHEREAS, Section 3.5 of the Silicon Valley Clean Water (“SVCW” or “Authority”) Joint Powers Agreement and Administrative Policy 1981-02, as revised, titled “Disposal of Surplus Property” (“Policy”) require that the Commission approve disposals of any non-real property asset with a net book value greater than \$25,000 that are no longer needed by the Authority or performing a useful purpose in the Authority’s operations; and

WHEREAS, due to completion of the rehabilitation of the Authority’s pump stations, Authority staff has determined that the fixed assets listed on Exhibit “A” attached hereto are no longer in use and valueless, and therefore not needed by the Authority; and

WHEREAS, SVCW staff recommends that such assets be declared surplus and disposed of in a manner authorized under the Policy and/or as deemed fit by this Commission.

NOW, THEREFORE, BE IT RESOLVED BY THE COMMISSION OF SILICON VALLEY CLEAN WATER, as follows:

1. The foregoing recitals are true statements of fact and are hereby incorporated herein.
2. The fixed assets listed in Exhibit “A” attached to this Resolution are hereby declared surplus and of no value to the Authority (“Surplus Property”).
3. The Authority Manager, or their designee, is hereby authorized and directed to dispose of the Surplus Property in the most economical manner.
4. The effective date of this Resolution is the date of its adoption.

Regularly passed and accepted by the Commission of Silicon Valley Clean Water at the Regular Meeting thereof held on the 11th day September, 2025 by the following vote:

AYES, and in favor of the passage and acceptance of the foregoing resolution:

NOES, and against the passage and acceptance of the foregoing resolution:

ABSENT:

ABSTAIN:

George Otte, CHAIR
Silicon Valley Clean Water Commission

Attest: _____
Tom McCune, SECRETARY
Silicon Valley Clean Water Commission

Exhibit “A” to Resolution No. SVCW 25-27

The following fixed assets to be declared as surplus and authorized for disposal:

Asset #	Description	Acquired Date	Original Value	Book Value	Reason for Disposal
13352	14” Expansion Joint-Pump Discharge	7/1/2019	\$64,400	\$41,144	Redwood City Pump Station Rehabilitation
13353	18” Swing Check Valves	7/1/2019	\$193,199	\$158,316	Redwood City Pump Station Rehabilitation
13354	18” Knife Gate Discharge Valves	7/1/2019	\$103,040	\$84,435	Redwood City Pump Station Rehabilitation
13390	PLC Controls & Communication Upgrades	7/1/2020	\$65,805	\$51,273	Redwood City Pump Station Rehabilitation
13280	Chopper Sewage Pump	2/14/2019	\$39,848	\$30,550	Redwood City Pump Station Rehabilitation
13185	Vaughan Chopper Sewage Pump	8/15/2017	\$107,076	\$75,852	Redwood City Pump Station Rehabilitation
TOTAL			\$573,368	\$441,570	



AGENDA REPORT

From: Authority Manager

Report Type: Action Item

Lead Department: Finance

Meeting Date: September 11, 2025

SUBJECT

Review Commission Policy 2017-01 Statement of Debt Management

RECOMMENDATION

Move adoption of RESOLUTION SVCW NO. 25-28 APPROVING AND ADOPTING REVISION H TO COMMISSION POLICY 2017-01, STATEMENT OF DEBT MANAGEMENT POLICY

BACKGROUND

SVCW's Commission Policy 2017-01, Debt Management Policy, establishes policies and procedures for the issuance and management of bonds, capital leases, and other forms of indebtedness and provides guidance for issuance and management of the Authority's debt portfolio with the goal of financing its capital improvement program in an equitable and low-cost manner. SVCW management continually reviews policies and procedures and recommends updates when practices, laws, policies, or regulations change. Staff reviewed the Debt Management policy and recommend minor grammatical and definition changes.

DISCUSSION

SVCW's finance staff reviews SVCW's Debt Management Policy annually and recommends revisions as needed. Generally, amendments incorporate changes in federal and state securities laws and pronouncements of the Securities and Exchange Commission. Amendments may also be made to strengthen borrowing strategies. Proposed changes to the policy are attached and include only grammatical and definition changes offered for clarity.

The SVCW Manager recommends approval of SVCW Commission Policy 2017-01, Revision H, dated September 11, 2025.

CLIMATE EFFECTS

There are no climate effects resulting from this action.

FINANCIAL IMPACTS

There are no financial impacts to this action.

ENVIRONMENTAL REVIEW

Adoption of the attached resolution does not meet the California Environmental Quality Act's definition of a project, pursuant to Public Resources Code Section 21065 and CEQA Guidelines Section 15378(b)(4) and (5), because it is a governmental fiscal and administrative activity which will not cause a direct or indirect physical change in the environment.

ATTACHMENTS

RESOLUTION SVCW NO. 25-28

PREPARED BY

Matt Anderson
Chief Financial Officer

Silicon Valley Clean Water

Commission Policy 2017-01

Approved by: _____

Rev: GH
3/23/2017

Rev Date: 09/09/202409/11/2025

Issue Date:

Approved by Commission at Meeting of September 09, 202411, 2025 by Resolution No. SVCW

SUBJECT: Statement of Debt Management Policy

APPLICABLE CODES AND REGULATIONS:

Government Code Section 8855, Government Code 5852.1

PURPOSE:

This Debt Management Policy (the “Policy”) establishes the comprehensive policies and procedures for the issuance and management of bonds, capital leases, loans and other forms of indebtedness (“Debt”) of Silicon Valley Clean Water (the “Authority”, or “SVCW”). The purpose of the Policy is to identify Debt policy objectives, improve the quality of decision making processes, provide a basis for the determination of the appropriate structures, diversify SVCW’s Debt portfolio, to the extent such is cost effective, to support its financial and capital needs and to demonstrate a commitment to best practices in municipal debt management planning and execution.

This Policy provides guidelines for the issuance and management of the Authority’s Debt portfolio. Adherence to the policy will help ensure that the Authority maintains a diversified Debt portfolio that supports its financing and capital needs and minimizes the Authority’s cost of funding.

The Commission of SVCW (the “Commission”) may, in its sole discretion, approve Debt that deviates from this Policy, upon the recommendation of management. The failure of SVCW to comply with any provision of this Policy shall not affect the authorization or the validity or enforceability of any Debt that is otherwise issued in accordance with law. SVCW shall conduct regular reviews and evaluations of this Policy. As appropriate, SVCW shall amend the Policy to be consistent with changes in the federal and state securities laws, pronouncements of the Securities and Exchange Commission and such other matters as the SVCW Manager or Assistant Manager / Chief Financial Officer (“CFO”) deems necessary or desirable.

The Authority’s overarching goal in issuing Debt is to respond to, and provide for, the funding of capital projects and other financing needs of the Authority’s wastewater system while ensuring that Debt is issued and managed prudently. Additional Policy goals are to maintain appropriate Debt and debt service levels through collaborative long-term planning with the Member Agencies, as defined herein, and to maintain a sound fiscal position and protect the credit quality of SVCW.

The Authority believes that Debt can provide an equitable means of financing projects for customers of the Member Agencies and providing access to new capital needed for infrastructure

and projects. Debt will be used to meet financing needs if (i) it meets the goals of equitable treatment of all customers of the Member Agencies, respectively, both current and future; (ii) it provides for an effective means of paying for assets over their useful lives in lieu of paying for the assets over a much shorter period and thereby avoiding volatility in customers' rates; (iii) it is fiscally prudent, responsible, and diligent under the prevailing economic conditions; and (iv) if there are other important policy reasons therefor.

POLICY:

CREATION AND GOVERNING PRINCIPLES

In the issuance and management of Debt, the Authority shall comply with all legal constraints and conditions imposed by federal, state, and local law. The following section highlights the key governing documents and certain Debt limitations.

GOVERNING LAWS

Joint Powers Act – The Authority is a Joint Exercise of Powers Authority (JPA) organized under the provisions of California law governing the joint exercise of powers, being Chapter 5, Division 7, Title 1 of the Government Code of the State of California. The JPA Act gives the Authority the right to contract, construct works, and to incur indebtedness. The Authority shall comply with all [provisionseonstraints](#) of the JPA Act.

Governance - The Authority is a JPA created by and among the City of Belmont, the City of Redwood City, the City of San Carlos and West Bay Sanitary District (the “Member Agencies”), all of which are located in Silicon Valley between the cities of San Francisco and San Jose. SVCW is governed by a four-member Commission consisting of one appointed member from each of the Members Agencies’ elected governing bodies. The Authority was created through an agreement by and among the Member Agencies (the “JPA Agreement”) to provide wastewater transmission, treatment and effluent disposal for the Member Agencies and to own and operate the related wastewater facility and all appurtenances related thereto. The Authority shall comply with all [eonstraints-provisions](#) of the JPA Agreement.

Federal Tax Law – The Authority shall issue and manage Debt in accordance with the limitations and constraints imposed by federal tax law, to maximize its ability to sell tax-exempt debt. Such constraints include, but are not limited to, private activity tests, review of eligible projects, spend-down tests, and arbitrage rebate limitations.

Securities Law – The Authority shall comply with the requirements of federal and state securities laws in offering Authority Debt and the Authority shall comply with securities law requirements in providing ongoing disclosure to the securities markets.

ETHICAL STANDARDS GOVERNING CONDUCT

Member Agencies’ representatives, management and Commissioners of the Authority, consultants, service providers, and underwriters to the Authority shall adhere to standards of conduct as stipulated by the California Political Reform Act, as applicable. All debt financing

participants shall maintain the highest standards of professional conduct at all times, in accordance with MSRB Rules, including G-37. Additionally, all debt financing participants will assist Authority staff to achieve its goals and objectives as defined in this Policy; shall make cooperation with Authority staff its highest priority and shall take reasonable actions to avoid conflicts of interest and immediately advise SVCW of possible conflicts of interest.

PERMITTED DEBT BY TYPE

The Authority may legally issue both short-term and long-term Debt, subject to the limitations of this Policy, using the debt instruments described below. The CFO, in consultation with the SVCW Manager, Authority General Counsel, Bond Counsel, and Municipal Advisor shall determine the most appropriate instrument for a proposed Debt issuance.

JPA Revenue Bonds – SVCW shall issue Limited Obligation Revenue Bonds to make proceeds available to finance the acquisition, construction and/or improvement of SVCW’s wastewater system. The obligations represent special limited obligations of SVCW which are payable solely from and secured solely by the Net Revenues (as such term is defined in the respective governing documents), pledged under the indenture consisting primarily of payments made by participating Member Agencies.

Lines of Credit - The Authority may enter into financing arrangements providing for interim cash liquidity through a source of funds that can be readily accessed by the Authority for capital needs. The period of a Line of Credit may not exceed five years from its issuance date but can be extended from time to time. Commission action is sufficient to legally authorize the establishment of a line of credit.

Commercial Paper – SVCW may establish a commercial paper program (“Commercial Paper Program”) for the purpose of providing funds to finance the acquisition, construction, and rehabilitation of capital improvements and the financing of vehicles and equipment. A Commercial Paper Program may be utilized and commercial paper obligations will be issued from time to time to provide financing for projects, subject to the conditions that the projects and project financing will have prior approval from the Commission. The Authority’s commercial paper shall be secured by amounts payable by the Member Agencies to the Authority under a lease, installment sale agreement, or a contract of indebtedness. The [Assistant Manager](#)/CFO shall provide a written report to the Commission twelve months following the initial issuance of commercial paper obligations and annually thereafter so long as there is any commercial paper outstanding. The report shall summarize the status of projects financed with commercial paper; and identify any revenue bonds, certificates of participation or other long-term obligation issued to refund commercial paper obligations.

Capital Leases – Capital equipment and personal property SVCW may be eligible for capital lease financing. Eligible equipment must have per unit cost of at least \$100,000 unless it is an integral part of a system (such as a computer network) then the aggregate of the various components must be at least \$100,000. The useful life of the asset will be in excess of five years and at least 120% of the financing and refinancing term.

Bond Anticipation Notes – SVCW may issue short-term indebtedness (“BANs”) in anticipation of the issuance of revenue bonds or other long-term financing vehicles. The BANs will have a final maturity not exceeding five years from the date of issuance.

Refunding Revenue Bonds – The Authority is authorized to issue refunding revenue bonds to refund outstanding Authority indebtedness pursuant to the State of California local agency refunding revenue bond law (Articles 10 and 11 of Chapter 3 of Part 1 of Division 2 of Title 5 of the Government Code of the State of California).

Loans – The Authority is authorized to enter into loans, installment payment obligations, or other similar funding structures secured by a prudent source, or sources of repayment. SVCW may enter into Loans with private financial institutions, or federal and state agencies. The [Assistant Manager](#)/CFO shall consult with Bond Counsel and SVCW’s [Financial/Municipal](#) Advisor on any risks associated with entering into the above referenced loans.

Other Obligations - There may be special circumstances when other forms of financing are appropriately utilized by SVCW. SVCW will evaluate such proposed [structure transactions](#) on a case-by-case basis. Such other forms include, but are not limited to, grant anticipation notes and judgment or settlement obligation bonds.

LIMITATIONS ON DEBT ISSUANCE

The [Assistant Manager](#)/CFO shall determine whether proposed Debt transactions comply with the Debt limitations prescribed by the Policy. Proposed Debt transactions that meet the limitations of the Policy will be subject to approval by resolution of the Commission as prescribed by state law. In the event the [Assistant Manager](#)/CFO determines any proposed Debt transaction exceeds the limits imposed by this Policy, the Manager may recommend and the Commission may approve such transaction by majority vote.

Senior Lien Long-Term Debt – The Authority’s senior lien long-term Debt, for which revenues are pledged, shall be limited to that amount for which each participating Member Agency can generate wastewater revenues to the extent that (i) current year gross revenues sufficient to pay operations and maintenance costs and its allocable share of Authority Debt service and (ii) projected net revenues of each Member Agency are equal to 120% of the participating Member Agency’s allocable share of Authority Debt service. The calculation of Debt service coverage shall include amounts on hand in the unencumbered funds. The Authority will work collaboratively with the Member Agencies to structure Debt so as to achieve senior lien debt service coverage at the Member Agency level that will attain or retain strong credit ratings of the Authority’s Debt.

Short-Term Debt – Short-term Debt with a term to maturity of less than or equal to five years is issued to 1) provide for funding for assets that are short-lived but due to cost are more equitable to finance or 2) provide financing for the acquisition and/or construction of long-lived capital projects to be refunded by long-term Debt financing described above. Due to the size of the current funding requirements of the [Authority’s](#) capital improvement program, (“CIP”), short-term debt may represent an amount less than or equal to 30% of its total– Debt at the time of issuance. SVCW will periodically assess this limitation and based upon the CIP or rating agency standards management may recommend changes to this Policy. The calculation of short-term Debt shall

include variable rate demand obligations, the authorized amount of commercial paper, any notes/bonds with a final maturity equal to or less than five years. SVCW may exclude the principal from the 30% limitation if the Authority intends to pay such principal from the proceeds of bonds, notes or other obligations of the Authority or moneys other than Net Revenues.

Subordinate Lien Long-Term Debt - The Authority's subordinate lien Debt, for which revenues are pledged, shall be limited to that amount for which current and projected net revenues of each participating Member Agency can generate overall Debt service coverage of at least 100 percent.

Variable Rate Debt – The Authority is authorized to issue variable rate Debt including, but not limited to, public market indexed notes, indexed notes or loans placed directly with financial institutions and other alternative variable rate and market access products as well as traditional variable rate demand obligations backed by bank liquidity facilities. Prior to the issuance of variable rate Debt, the savings and other possible advantages compared to a fixed rate borrowing will be evaluated and a comparative analysis presented to the Commission as part of the approval process. Based upon rating agency standards, the Authority's variable rate Debt shall not exceed 30% of its total Debt at the time of issuance of any variable rate Debt.

Capital Equipment Leases - The outstanding aggregate principal amount of capitalized lease agreements in connection with equipment may not exceed \$7,000,000; such amount may be increased by up to 5% each fiscal year. SVCW will monitor the amount of capital equipment lease outstanding and maximum limitation to ensure sufficient borrowing capacity.

PURPOSE FOR BORROWING

The Authority shall issue long term Debt (such Debt that has a final maturity of more than five years from its date of issuance) solely for the purpose of financing the cost of design, acquisition, and/or construction of wastewater system improvements in furtherance of the Authority's [Capital Improvement Program](#) ("CIP") or for refunding existing Debt. The Authority will not issue long term Debt to fund operations but may access its Line of Credit to meet temporary cash flow needs. The Authority will endeavor to repay such temporary borrowing as soon as possible. The Authority shall issue short-term Debt only as provided for in this Policy.

PROCEDURE:

PROCEDURE I. INTEGRATION OF CAPITAL PLANNING AND DEBT ACTIVITIES

Evaluating Capital Improvement Program Spending

Annually as part of its updates to its Long-Range Financial Plan, the Authority shall develop and maintain a capital finance model to evaluate the impact of capital program spending, operations and maintenance costs, and Debt service on its financial condition. To that end, the [Assistant Manager/CFO](#) shall oversee the ongoing maintenance of quantitative modeling that includes, but is not limited to, the following:

- Historic and projected cash flows including capital expenditures and operating costs;

- Historic and projected fund balances, including the Operating Fund, the Rate Stabilization Fund, (if any), Pay-As-You-Go Fund, Debt Proceeds Fund, and Debt Service Reserve Fund, if any,
- Historic and projected Debt service coverage;
- The most efficient mix of funding sources (long-term Debt; short-term Debt, and cash);
- Projected revenue requirements; and
- Collaborative modeling with Member Agencies to establish projected rates and charges.

The following steps outline the Authority’s approach to Debt management.

- The Authority will evaluate financing options annually as part of the update to the Long-Range Financial Plan capital project.
- The Authority will seek to pay for all capital projects from current revenues and available reserves prior to or in combination with the use of Debt.
- The Authority will issue Debt only in the case where there is an identified source of repayment. The Authority will work with its Member Agencies to reasonably demonstrate that (i) projected revenues are sufficient to pay for the forecasted operation and maintenance expenses and proposed Debt service together with all existing Debt service covered by such fixed revenues, or (ii) additional projected revenues have been identified as a source of repayment in an amount sufficient to pay for forecasted operations and maintenance expenses and the proposed Debt.
- Debt issuance for a capital project will not be considered unless such issuance has been incorporated into the [capital improvement plan-CIP](#) and Long Range Financial Plan.
- Wastewater rates and charges will be set by each participating Member Agency at adequate levels, which are fair and nondiscriminatory, to generate sufficient revenues to pay all operating and maintenance costs, to maintain sufficient operating reserves, and to pay Debt service costs, if necessary.

PROCEDURE II. PROCUREMENT AND EVALUATION OF PROFESSIONAL SERVICES

Appointment of Service Providers – The [Assistant Manager](#)/CFO shall solicit from time-to-time bids, quotes or proposals, including sole source proposals, for the following services on an as needed basis:

- Municipal Advisor – Service provider that ensures the Authority complies with all financial management procedures and policies and ensures successful closing for bond transactions. While serving as the Authority’s municipal advisor, a firm may not also engage in the underwriting of the Authority bond issue for which that firm acts as municipal advisor. A firm may not switch roles (i.e., from municipal advisor to underwriter) after a financial transaction has begun. SVCW may determine to utilize the services of independent municipal advisor(s) and feasibility consultant(s) (“MA”) on Debt financing when prudent. SVCW shall utilize a request for qualifications and/or request for proposals (“RFP”) to

select a pool of such municipal advisors to mitigate time constraints and reduce overhead costs of SVCW in procuring such services. Services shall be documented by contract and compensation shall be capped. Every MA shall be registered with the Municipal Securities Rulemaking Commission (“MSRB”) and Securities and Exchange Commission (“SEC”). No municipal advisor shall serve as an underwriter on a transaction.

Bond and Tax Counsel – Service provider that drafts appropriate documentation to ensure successful and timely closing and create valid and legally binding security for bond issues and provide appropriate advice and take appropriate actions to ensure legal validity of bond issues under state and federal laws as applicable. The ~~Assistant Manager~~/CFO and General Counsel shall jointly select bond and /or tax counsel (“Bond Counsel”) for each transaction. SVCW General Counsel shall periodically review the performance of Bond Counsel with SVCW management in terms of quality and timeliness of legal services.

Disclosure Counsel – Service provider that drafts offering documentation in connection with the sale of debt to ensure compliance with all federal and state securities laws and regulations; provides appropriate legal opinions in connection with the offering documentation under state and federal laws as applicable. The ~~Assistant Manager~~/CFO and General Counsel shall jointly select disclosure counsel (“Disclosure Counsel”) for each transaction. SVCW General Counsel shall periodically review the performance of Disclosure Counsel with SVCW management in terms of quality and timeliness of legal services.

- Rebate Consultant – A Rebate Consultant shall be selected by RFP for all tax-exempt long-term obligations for a set term with 1-year extensions. Rebate analyses will be performed annually on the anniversary of the issuance, or as determined by SVCW, by the Rebate Consultant.

Nothing in this Policy shall prevent the Authority from using the same law firm from acting as both Bond Counsel and Disclosure Counsel.

PROCEDURE III. TRANSACTION-SPECIFIC ACTIVITIES

Method of Sale for Publicly Offered Debt

Unless otherwise justified and deemed necessary to minimize the costs and risks of the Authority’s bond issue, SVCW will proceed with the sale of Debt on a competitive basis.

Competitive Bid Method - Such bids may take the form of hand-delivered or electronically transmitted offers to purchase the Debt. Authority Debt issued on a competitive bid basis will be sold to the bidder proposing the lowest true interest cost to the Authority provided the bid conforms to the official notice of sale.

Negotiated Bid Method – A negotiated bond issue will provide for the sale of Debt by negotiating

the terms and conditions of the sale, including price, interest rates, credit facilities, underwriter or remarketing fees, and commissions. Examples of such sales include:

- Variable rate demand obligations;
- Commercial paper;
- An issue of debt so large that the number of potential bidders would be too limited to provide the Authority with truly competitive bids;
- An issue requiring the ability to react quickly to sudden changes in interest rates (e.g. refunding bonds);
- An issue requiring intensive marketing efforts to establish investor acceptance;
- An issue of debt with specialized distribution requirements or unique financial structure; and
- An issue of debt sold during a period of extreme market disruption or volatility.

Variable rate demand obligations, or commercial paper, would be expected to be issued by negotiated sale. SVCW shall retain a minimum of two broker/dealers or remarketing agents for each issuance of variable rate demand obligations, or commercial paper equal to or exceeding \$150 million. The broker/dealers or remarketing agents shall be retained for a period co-terminus with the final maturity of any variable rate bonds provided that SVCW may replace a broker/dealer or remarketing agent with notice at any time for any reason in its sole discretion.

Underwriters and Remarketing Agents shall be selected by SVCW through a request for proposal process for each transaction. The performance of Remarketing Agents shall be monitored on a monthly basis. SVCW may replace a remarketing agent or broker-dealer with notice at any time.

If bonds are sold on a negotiated basis, the negotiations of terms and conditions shall include, but not be limited to, prices, interest rates, remarketing fees, and underwriting spreads. The Authority, with the assistance of its Municipal Advisor, shall evaluate the terms offered by the underwriter(s). Guidelines with respect to price, interest rates, fees, and underwriting spreads shall be based on prevailing terms and conditions in the marketplace for comparable issuers.

If more than one underwriter is included in the negotiated sale of debt, the Authority shall establish appropriate levels of liability, participation and priority of orders. Such levels shall be based upon Authority policy with regards to the underwriting responsibility among the team members (Authority Staff and Counsel, Municipal Advisor and Bond and Disclosure Counsel), the desired allocation of total fees, and the desired distribution of bonds. Guidelines for establishing liability, participation, and priority of orders shall be based on prevailing terms and conditions in the marketplace for comparable issuers.

The Authority shall, with the assistance of its Municipal Advisor, oversee the bond allocation process. The bond allocation process shall be managed by the lead underwriter, with the following requirements:

- The bonds are allocated fairly among members of the underwriter(s), consistent with the previously negotiated terms and conditions;

- The allocation process complies with all MSRB regulations governing order priorities and allocations;
- The lead underwriter shall submit to the [Assistant Manager](#)/CFO a complete and timely account of all orders, allocations, and underwriting activities with the investor names identified as appropriate.

The [Assistant Manager](#)/CFO shall require a post-sale analysis and reporting for each negotiated bond sale. The lead underwriter shall perform such analysis. A post-sale analysis will include, but not be limited to:

- Summary of the pricing, including copies of the actual pricing wires;
- Results of comparable bond sales in the market at the time of the Authority's pricing;
- Detailed information on orders and allocation of bonds, by underwriting firm;
- Detailed information on final designations earned by each underwriter; and
- Summary of total compensation received by each underwriter.

Private Placements/Direct Loans - In the event the Authority chooses to proceed with a loan, or private placement of any form of Debt from a non-governmental entity, the Authority will issue a request for proposal seeking bids from responsible and credit-worthy financial institutions. The request for bids shall include a description of the project and terms and conditions of the financing in accordance with prudent financial and industry standards. The Authority may award the Debt solely based upon true-interest cost but may take into consideration call features, debt service structure and the requirement of any reserve fund requirements prior to making any award.

Structural Elements

Pledge of Revenues – The Authority's pledge of revenues shall be determined for each debt issue depending upon the debt instrument. Revenue Bonds of the Authority shall be repaid from revenues received from the Member Agencies, as defined in the governing documents related to the applicable revenue bonds.

Maturity – The Authority may issue tax-exempt debt with an average life equal to 100% of the useful life of the assets, if warranted the Authority may issue tax-exempt debt with an average life greater than 100% of the average useful life of the assets, but only in compliance with federal tax code requirements and with the express approval of the Commission. The final maturity of the debt should be no longer than 40 years; however, the Commission may expressly approve a final maturity longer than 40 years upon the recommendation of management. Factors to be considered when determining the final maturity of debt include: the average useful life of the assets being financed, relative level of interest rates, intergenerational equity and the year-to-year differential in interest rates.

Maturity Structure – The Authority's long-term debt may include serial and term bonds. Other maturity structures may also be considered if they are consistent with prudent financial management practices.

Coupon Structure – Debt may include par, discount and premium obligations. Discount and premium bonds must be demonstrated to be advantageous relative to par bond structures taking into consideration market conditions and opportunities. For variable rate debt, the variable rate may be based on one of a number of commonly used interest rate indices and the index will be determined at the time of pricing.

Debt Service Structure – Debt service may be structured primarily on an approximate level (combined annual principal and interest) basis. Certain individual bond issues, such as refunding bonds, may have debt service that is not level. However, on an aggregate basis, the Authority will strive to structure debt on a level basis.

Redemption Features – In order to preserve flexibility and refunding opportunities, Authority Debt will generally be issued with call provisions. The Authority may consider calls that are shorter than traditional and/or non-call debt when warranted by market conditions and opportunities. For each transaction, the Authority will evaluate the efficiency of call provision alternatives.

Credit Enhancement – The Authority shall competitively procure credit enhancement for a sale of [Debt bonds](#) if the [Assistant Manager](#)/CFO, in consultation with the Municipal Advisor and the lead underwriter, [if any](#), determines that it is cost effective to do so.

Senior/Subordinate Lien – The Authority may utilize both a senior and a subordinate lien structure. The choice of lien will be determined based on such factors as, including but not limited to, overall cost of debt, impact on debt service, impact on wastewater rates of the Member Agencies, and marketing considerations.

Debt Service Reserve Funds – The Authority shall provide a reserve fund as market conditions dictate. A reserve fund can be established, but is not required, to support each individual series of debt or as a common reserve that can support more than one debt issuances. The reserve fund is typically funded in its entirety with bond proceeds at the time of issuance but can also be funded through a letter of credit or a Surety Policy.

Investment of Bond Proceeds - Bond proceeds will be invested in accordance with the permitted investment language outlined in the bond documents for each transaction. The Authority will seek to maximize investment earnings within the investment parameters set forth in each respective bond indenture. The reinvestment of bond proceeds will be incorporated into the evaluation of each financing decision; specifically addressing arbitrage/rebate position and evaluating alternative debt structures and refunding savings on a “net” debt service basis, where appropriate.

PROCEDURE IV. COMMUNICATION AND DISCLOSURE

Rating Agencies

SVCW will secure underlying ratings on all publicly issued obligations from at least one of the nationally recognized statistical rating organizations, provided it is economic to do so. Investor preference with respect to the number of ratings assigned to a bond issuance can vary depending upon market conditions and global economic conditions. In light of such, the [Assistant](#)

[Manager](#)/CFO, with the assistance of the Municipal Advisor, will recommend the number of credit ratings at an appropriate time prior to the approval of any issuance by the Commission. The Authority shall maintain the credit ratings on its debt through prudent fiscal management and consistent communications with the rating analysts. The [Assistant Manager](#)/CFO shall manage relationships with the rating analysts assigned to the Authority's credit, using practical methods to disseminate information. Communication with the rating agencies may include one or more of the following:

- Full disclosure on an annual basis of the financial condition of the Authority and its Member Agencies through publicly available documents, as requested by the rating agencies;
- A formal presentation, as necessary to the rating agencies analysts, covering economic, financial, operational, and other issues that impact the Authority's credit;
- Timely disclosure of major financial events that impact the Authority's credit;
- Timely dissemination of the Annual Comprehensive Financial Report, following its acceptance by the Authority's Commission;
- Full and timely distribution of any documents pertaining to the sale of bonds; and
- Periodic tours of the Wastewater Treatment Plant, as appropriate.

Bond Insurers

The [Assistant Manager](#)/CFO shall manage relationships with the bond insurers, to the extent any Debt is so insured, by providing appropriate information. Communication with other bond insurers shall be undertaken when the [Assistant Manager](#)/CFO, with the assistance of the Authority's Municipal Advisor, determines that credit enhancement is cost effective for a proposed bond issue.

Disclosure Reports – The Authority may make disclosure reports readily available to institutional investors, rating agencies and credit enhancers who have specific analysts assigned to review the Authority's credit. SVCW shall comply with all federal securities disclosure laws and strive to maintain good investor relations through the timely dissemination of pertinent and material financial information. SVCW will covenant to provide annual disclosure in accordance with SEC Rule 15c2-12 and will rely on its Member Agencies to provide their annual disclosure in accordance with SEC Rule 15c2-12. SVCW will also covenant to provide its annual disclosure report (the "Annual Report") no later than 270 days following the end of the fiscal year (currently March 31 based on the Authority's fiscal year end of June 30), but SVCW will strive to issue the Annual Report as soon as practical following any issuance of SVCW's Annual Comprehensive Financial Report ("ACFR"). The Annual Report, in addition to being posted in accordance with law, will also be posted at SVCW office of the [Assistant Manager](#)/CFO and be on file with the Treasurer. The Annual Report or the Audited Financial Statements shall include CUSIPs, trustee and SVCW contacts, and applicable project status as required, for all transactions subject to annual reporting.

Website – The Authority shall use its website and affiliated investor relation links as a tool for providing timely information to investors. Investors should additionally refer to the Authority's timely filings of its continuing disclosure reports to the Nationally Recognized Municipal Securities Information Repositories (NRMSIRs), as herein defined, such as the Electronic

Municipal Market Access (EMMA).

PROCEDURE V. REFUNDING

The Authority shall strive to refinance Debt to maximize savings and minimize the cost of funds as market opportunities arise. A net present value analysis will be prepared that identifies the economic effects of any refunding to be proposed to the Commission. The Authority shall target a 3% net present value savings for Current Refunding transactions and 5% for Advanced Refunding transactions. A Current Refunding transaction is one which closes not more than ninety (90) days prior to the call date of the refunded Debt. An Advance Refunding transaction is one which closes more than (90) days prior to the call date of the refunded Debt. SVCW will use the refunding issue's arbitrage yield as the discount rate to calculate net present value savings for tax-exempt refundings and the true-interest costs for taxable refundings.

Upon the advice of the [Assistant Manager](#)/CFO, with the assistance of the Municipal Advisor and Bond Counsel, the Authority will consider undertaking refunding transactions for other than economic purposes, such as to restructure Debt, change the type of Debt instruments being used, or to retire a bond issue and indenture in order to meet legal requirements, or to remove undesirable, or onerous covenants; such refunding transactions do not need to achieve any net present value savings for tax-exempt issuances and will use the true interest cost as the discount rate to calculate Net Present Value Savings for taxable issuances.

Savings Thresholds – Minimum savings thresholds have been established to help guide the economic analysis of refunding bonds. The minimum savings guidelines are applicable on an overall basis and are expressed as a percentage of refunded bond par calculated by dividing the expected net present value savings generated by the proposed refunding by the par amount of refunded bonds.

In completing a refunding for net present value savings the [Assistant Manager](#)/CFO with the advice of the Municipal Advisor may take the following into consideration:

- **Coupon on Refunded Bond** – The [Assistant Manager](#)/CFO may take into consideration whether the coupon on the refunded bond is significantly higher or lower than the most common outstanding bond coupons.
- **Escrow Structuring** - The Authority shall strive to utilize the least costly securities available in structuring each escrow. A certificate will be required from a third party agent who is not acting as a broker-dealer, stating that the securities were purchased through an arms-length, competitive bid process (in the case of open market securities), that such securities were more cost effective than State and Local Government Series Securities (SLGS), and that the price paid was reasonable and within Federal guidelines. When evaluating the economic viability of an economic versus legal defeasance, the Authority shall take into consideration both the financial impact on a net present value basis as well as the rating/credit impact. The Authority shall take all necessary steps to optimize its escrows and to avoid negative arbitrage in its refunding transactions. SVCW will strive to achieve an escrow efficiency between 70% and 80%; however, the Commission may expressly approve a refunding with lower escrow efficiency upon the recommendation of management [with the assistance of the Municipal Advisor](#). The escrow efficiency is

calculated by dividing the net present value savings by the sum of the net present value savings plus the negative arbitrage in the escrow.

- **General Interest Rate Environment** – The ~~Assistant Manager~~/CFO may take into consideration whether the available refunding bond interest rates are generally high or generally low relative to long-term averages of historical rates.
- **General Interest Rate Outlook** – The ~~Assistant Manager~~/CFO may take into consideration the general outlook for future interest rates, as derived from economic forecasts, market forecasts, implied forward rates, or other sources.
- **Debt Management Considerations** – The ~~Assistant Manager~~/CFO may take into consideration debt management issues such as cost and staff efficiencies associated with combining multiple refunding bond issues or combining refunding and new money bond issues.
- **Call Date** – The ~~Assistant Manager~~/CFO may take into consideration the amount of time between the pricing/closing date of the refunding Debt and the call date of the Debt to be refunded.
- **Final Maturity Date** – The ~~Assistant Manager~~/CFO may take into consideration the amount of time remaining until the final maturity of the Debt to be refunded.

PROCEDURE VI. REINVESTMENT OF PROCEEDS

General – The Authority shall comply with all applicable Federal, State, and contractual restrictions regarding the use and investment of bond proceeds. This includes compliance with restrictions on the types of investment securities allowed, restrictions on the allowable yield of some invested funds, as well as restrictions on the time period over which some bond proceeds may be invested. To the extent that a bond issue is credit enhanced, the Authority shall adhere to the investment guidelines of the credit enhancement provider.

Requirements of Indenture – The Authority will comply with all terms and conditions of the appropriate legal documents related to the Debt. Such limitations shall include, but not be limited to Permitted Investments in the indenture.

PROCEDURE VII. CREATION AND MAINTENANCE OF FUNDS

The Authority maintains a number of different funds integral to the long-range financial planning process. Each of these funds is held for a specific purpose and can generally be categorized as either an operating, capital or debt reserve fund. The Authority will comply with all requirements and limitations created under its Reserve Policy.

PROCEDURE VIII. COMPLIANCE

Arbitrage Liability Management

The Authority shall minimize the cost of arbitrage rebate and yield restrictions while strictly complying with tax law. Because of the complexity of arbitrage rebate regulations and the severity

of non-compliance penalties, the Authority shall solicit the advice of Bond Counsel and other qualified experts about arbitrage rebate calculations. The Authority shall contract with a qualified third-party for preparation of the arbitrage rebate calculation.

The Authority shall maintain an internal system for tracking expenditure of bond proceeds and investment earnings. The expenditure of bond proceeds shall be tracked in the financial accounting system by issue. Investment may be pooled for financial accounting purposes and for investment purposes. When investment of bond proceeds is co-mingled with other investments, the Authority shall adhere to IRS rules on accounting allocations.

Post-Issuance Tax Compliance

The Authority shall comply with all federal tax code requirements and limitations to maintain the tax-exempt status of Authority Debt obligations or to maintain eligibility for direct pay subsidy payments, as applicable.

Continuing Disclosure

The Authority shall comply with the requirements of each Continuing Disclosure Certificate entered into at the time of a sale of [bondsapplicable Debt](#). Annual information provided by the Authority shall mirror certain selected information in any Authority Official Statement at the time of a primary offering. Annual financial information will be sent by the Authority or its designated consultant, within nine months of the Authority's fiscal year end, to all NRMSIRs designated by the SEC and to the State Information Depository (SID), if one exists. This shall include:

- Audited Financial Statements; and
- Updated tables from the Official Statement, as detailed in the Continuing Disclosure Certificate.

In addition to annual disclosure, the Authority shall provide ongoing information about certain enumerated events, as defined by regulation, ("Material Events") to the NRMSIRs and to the SID.

The Authority shall engage a firm to assist it in ensuring timely completion and filing of annual reports and in identifying, and making timely filings with respect to, the occurrence of reportable enumerated events.

Pursuant to Government Code section 8855(k), SVCW will submit annual debt transparency reports for any debt for which it has submitted a report of final sale on or after January 21, 2017 every year until the later date on which the debt is no longer outstanding and the proceeds have been fully spent.

Legal Covenants

The Authority shall comply with all covenants and conditions contained in governing law and any legal documents entered into at the time of a bond offering.

PROCEDURE IX. DEBT DATABASE MANAGEMENT

The Authority shall maintain complete information on its outstanding Debt portfolio, in a spreadsheet or database program format. The information in the database shall include, but not be limited to, the following:

- Issue Name
- Initial Issue Par Amount
- Dated Date of the Issue
- Principal Maturity Amounts
- Coupon Rate by Maturity
- Amount Outstanding
- Call Provisions
- Purpose of the Issue
- Credit Enhancer, if any
- Competitive or Negotiated Sale
- Names of Underwriter(s) Members

The Authority shall use the Debt database for the following purposes:

- Generate reports
- Gross annual Debt service
- Net annual Debt service
- Refunding Analyses
- Output to Fund Accounting System

PROCEDURE X. MISCELLANEOUS

Primary responsibility for Debt management rests with the ~~Assistant Manager~~/CFO. The ~~Assistant Manager~~/CFO shall:

- Provide for the issuance of Authority Debt at its lowest possible cost and risk;
- Determine the available Debt capacity of the Authority;
- Provide for the issuance of Authority Debt at appropriate intervals and in reasonable amounts as required to fund approved capital expenditures;
- Recommend to the Commission the method and manner of sale of Authority Debt;
- Monitor opportunities to refund Debt and recommend any such refunding as appropriate to reduce costs or to achieve other policy objectives;

- Comply with all Internal Revenue Service (“IRS”), Municipal Securities Rulemaking Board (“MSRB”), and Securities and Exchange Commission (“SEC”) rules and regulations governing the issuance of Debt;
- Maintain a current database with all outstanding Debt;
- Provide for the timely payment of principal and interest on all Debt;
- Comply with all terms and conditions, and disclosure required by the legal documents governing the Debt issued;
- Submit to the Commission all recommendations to issue Debt in accordance with this Policy;
- Distribute to appropriate repositories information regarding the Authority’s financial condition and affairs at such times and in the form required by law, regulation and general practice;
- Provide for the frequent distribution of pertinent information to the rating agencies; and
- Apply and promote prudent fiscal practices.

Internal Controls

In order to comply with the following internal controls, the ~~Assistant Manager~~/CFO, SVCW Manager, and the Authority Engineer shall share responsibility to assure that disbursements are made only after each request for disbursement is substantiated with appropriate invoices, requisitions and other supporting documentation. Each of the aforementioned shall thoroughly review any request for disbursement and may request further documentation as may be deemed appropriate.

- To ensure that proceeds of any Debt issued in accordance with its governing documents and this Policy, no disbursements shall be made without the written approval of the ~~Assistant Manager~~/CFO and SVCW Manager. The draw request shall be provided to the Authority’s Engineering Department by the Contractor. Approval shall only be provided when the ~~Assistant Manager~~/CFO is in receipt of an appropriate certification from the construction project manager with supporting invoices from suppliers and / or contractors evidencing appropriate expenses in connection with the project.
- In the case of an issue of bonds, the proceeds of which will be used by a governmental entity other than the Authority, the Authority may rely upon a certification by such other governmental entity that it has adopted the policies described in SB 1029.

The Authority shall also comply with Government Code Section 5852.1 (SB 450) by disclosing specified good faith estimates in a public meeting prior to the authorization of the issuance of bonds.

Approval by the Commission

The Commission may waive any policy requirements based upon the recommendation of the SVCW Manager after consulting with its Municipal Advisor. Long-term and short-term financing

transactions shall be approved by resolution of the Commission as follows:

- Revenue Bonds: All issuances of special limited obligation revenue bonds shall be authorized by resolution of the Commission.
- Capital Leases: All capital leases financing capital equipment with a term exceeding five years and requiring anticipated expenditures by the Authority exceeding \$100,000 shall be authorized by resolution or ordinance of the Commission by majority vote.
- Refunding Obligations: The Commission shall authorize by resolution the issuance of Debt for the purpose of refunding any limited obligation bond.

RESOLUTION NO. SVCW 25-28

RESOLUTION APPROVING AND ADOPTING REVISION H TO COMMISSION POLICY 2017-01, STATEMENT OF DEBT MANAGEMENT POLICY

WHEREAS, this Commission previously approved and adopted Commission Policy No. 2017-01, establishing comprehensive policies and procedures for the issuance and management of bonds, capital leases, and other forms of indebtedness of Silicon Valley Clean Water (“Policy”); and

WHEREAS, this Commission has been presented with and has reviewed certain revisions to the Policy and desires to amend the Policy, and to approve and adopt Revision H to said Policy.

NOW, THEREFORE, BE IT RESOLVED BY THE COMMISSION OF SILICON VALLEY CLEAN WATER, as follows:

1. Revision H to that certain Commission Policy No. 2017-01, on file in the Administrative Offices of the Authority and to which reference is hereby made for the full particulars thereof, is hereby approved and adopted.

2. The Silicon Valley Clean Water Manager and all other officers of Silicon Valley Clean Water required to effectuate the purposes of the Policy are hereby authorized and directed to implement and administer the aforementioned Policy.

3. This Resolution and said Policy shall become effective upon the date of adoption.

Regularly passed and adopted by the Commission of Silicon Valley Clean Water at the regular meeting thereof held on the 11th day of September, 2025 by the following vote:

AYES, and in favor of the passage and acceptance of the foregoing resolution:

NOES, and against the passage and acceptance of the foregoing resolution:

ABSENT:

ABSTAIN:

George Otte, CHAIR
Silicon Valley Clean Water Commission

Attest: _____
Tom McCune, SECRETARY
Silicon Valley Clean Water Commission



AGENDA REPORT

From: Authority Manager

Report Type: Action Item

Lead Department: Finance

Meeting Date: September 11, 2025

SUBJECT

Review Commission Policy 2013-03 SVCW Reserve Fund Policy and Procedures

RECOMMENDATION

Move adoption of RESOLUTION NO. SVCW 25-29 APPROVING AND ADOPTING REVISION H TO COMMISSION POLICY NO. 2013-03, SILICON VALLEY CLEAN WATER RESERVE FUND POLICY AND PROCEDURE

EXECUTIVE SUMMARY

Each year the SVCW Commission considers amendments to its Reserve Fund Policy and Procedures (“Policy”) to ensure reserve funds are appropriately sized and managed. This year, Members have requested interim use of the Capital Improvement Program Reserve in lieu of issuing new debt for capital improvement projects. Staff recommend the policy be updated to provide the capacity for short-term, inter-agency use of SVCW CIP reserves with appropriate terms to ensure no impact on SVCW’s finances.

BACKGROUND

There are four separate reserve funds that, together, comprise approximately \$44.13 million as of July 31, 2025.

1. The Annual Operations and Capital Budget Reserve Fund (“Operating Reserves”) protects Member Agencies from having to quickly contribute cash if emergency events require immediate, non-capital project expenditures. This reserve currently has a market value of \$4.58 million.
2. The Capital Improvement Program Reserve Fund (“CIP Reserves”) reduces the need for SVCW to borrow for future capital improvement projects or catastrophic emergency construction. A portion of this fund is also designated to meet reserve provisions associated with the Authority’s State Revolving Fund (“SRF”) loans. SVCW has established a target balance of \$50 million in 2019 dollars. This

reserve currently has a market value of \$31.24 million.

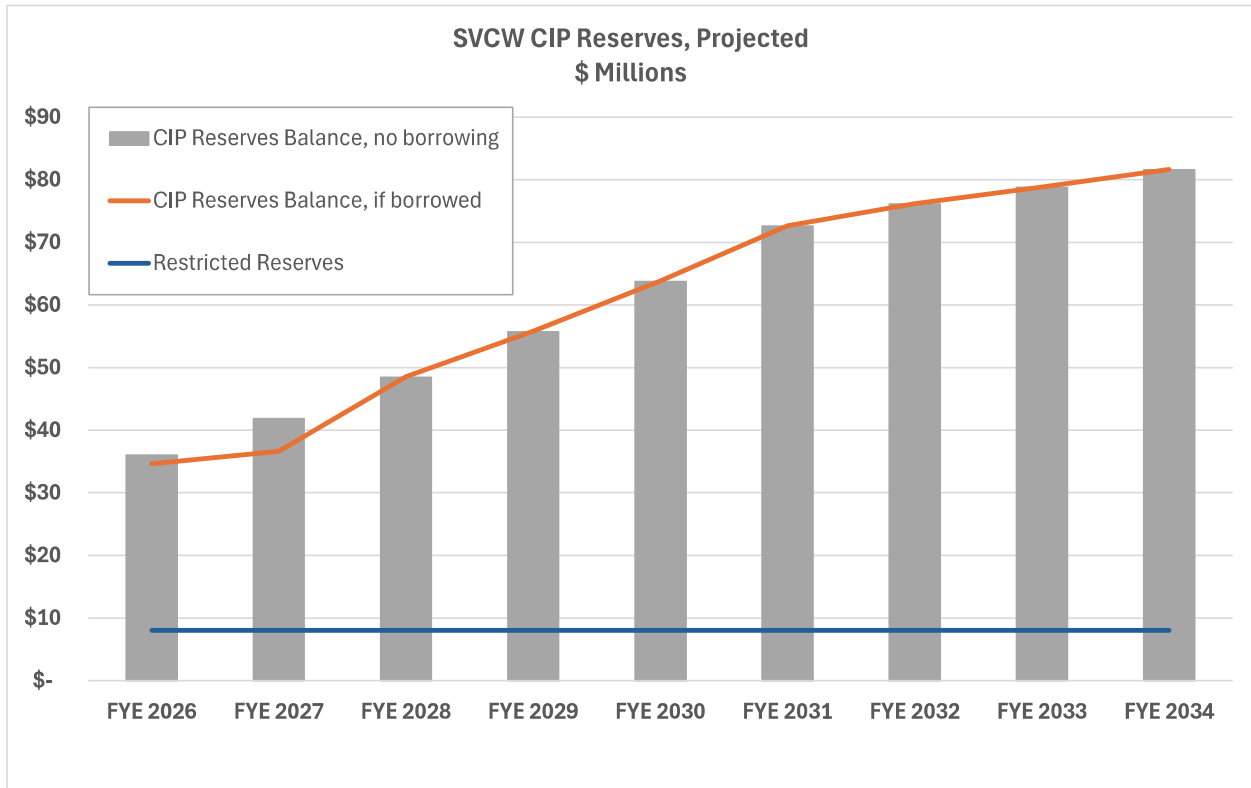
3. The Stage 2 Capacity Reserve Fund (“Stage 2 Reserves”) holds proceeds associated with sewer connection fees and is designated for capital projects that address SVCW’s operational capacity. This reserve currently has a market value of \$8.31 million.
4. Debt Service Reserve Fund (“Debt Service Reserve”) allows SVCW to demonstrate sufficient revenues are in place to meet the debt service coverage test requirements of State Revolving Fund Loans. Each year, during the Budget process, SVCW shall determine the funding level required to meet the debt service coverage test referenced in applicable loan documents. Members may be requested to make contributions to meet those coverage requirements. The balance in the Debt Service Reserve is currently zero.

DISCUSSION

Regarding capital project funding over the next three years, the SVCW Commission elected during the 2025-26 budget process not to issue new debt. To fund capital improvements over this period, Members would instead have options to either 1) contribute cash from their respective reserves, or 2) borrow from SVCW’s CIP Reserves as an interim financing mechanism.

To date, Redwood City and West Bay Sanitary District have elected to contribute cash whereas San Carlos and Belmont have indicated their desire to use at least some portion of the SVCW CIP reserves. San Carlos’ and Belmont’s portion of the funding needs totals \$4,906,573 and \$3,062,557 respectively over the next three years.

The use of CIP reserves over the next three years would reduce the CIP reserves balance by approximately \$5.25 million versus if no borrowing was to occur. However, the CIP reserve would be replenished by the agencies at the next SVCW debt issuance or at the end of the loan term, which is proposed to not exceed five years.



Borrowing terms, for Members that choose to draw from the Authority’s CIP Reserves, are described in the Term Sheet for CIP Reserve Loan included as Attachment 2. The Principal Loan Amount is determined as amount(s) are drawn by Members. Interest would be determined at a monthly percentage yield determined by the Authority to be earned on the CIP Reserve. Payment of interest would be payable monthly. Principal on the loan may be prepaid at any time, though must be fully settled not later than the earlier of 1) the issuance of future Authority debt to fund capital projects, or 2) five years from the loan’s execution date.

SVCW staff recommend changes to the attached Rev: H of Commission Policy No. 2013-03 to allow CIP Reserve funds to be used as an interim source of project funds in lieu of issuing new debt for capital improvement projects.

CLIMATE EFFECTS

There are no climate effects resulting from this action.

FINANCIAL IMPACTS

There will be a short-term decrease in the SVCW CIP reserve balance by approximately \$5,250,000. The reserve balance is anticipated to be replenished by 2028.

ENVIRONMENTAL REVIEW

Adoption of the attached resolution does not meet the California Environmental Quality Act's definition of a project, pursuant to Public Resources Code Section 21065 and CEQA Guidelines Section 15378(b)(4) and (5), because it is a governmental fiscal and administrative activity which will not cause a direct or indirect physical change in the environment.

MEMBER AGENCY ENGAGEMENT

Recommended revisions to the Policy were presented and discussed with Member Agency staff and their respective councils / board of directors.

ATTACHMENTS

- A. RESOLUTION NO. SVCW 25-29
- B. Redlined Policy 2013-03, SVCW Reserve Fund Policy and Procedures
- C. Draft Term Sheet for CIP Reserve Loan

PREPARED BY

Matt Anderson
Chief Financial Officer

DRAFT

**SILICON VALLEY CLEAN WATER
TERM SHEET FOR CIP RESERVE LOAN**

This Term Sheet (this “Term Sheet”) sets forth the terms and conditions under which Silicon Valley Clean Water’s (the “Authority”) members may borrow from the Authority’s Capital Improvement Program Reserve Fund (the “CIP Reserve”) in accordance with Section 2 of Commission Policy No. 2013-03 (as amended from time-to-time) in-lieu of contributing funds its share of the Authority’s capital costs. Such borrowings are referred to herein each as a “Loan.”

This Term Sheet, and any amendments, waivers, consents or supplements hereto may be executed in any number of counterparts and by the parties hereto in separate counterparts, each of which when so executed and delivered shall be deemed an original, but all such counterparts together shall constitute but one and the same instrument. Electronic delivery of an executed counterpart of a signature page shall be effective as delivery of an original executed counterpart.

BORROWER	[MEMBER AGENCY] (the “Member”)
DATE OF LOAN	_____, 20__
LOAN AMOUNT	The principal amount of the Loan will be determined as Member Agencies draw from the CIP Reserve. The maximum amount to be drawn is estimated to be \$_____.
INTEREST RATE	[Monthly percentage yield determined by the Authority to be earned on the CIP Reserve].
PAYMENT DATES	Interest on the Loan shall be payable on a monthly basis.
FINAL MATURITY DATE	Principal on the Loan shall be paid on the earlier of (i) the issuance of debt by the Authority to fund capital projects for which the Loan was incurred; or (ii) five years from the date of the Loan as set forth above. Repayment under part (i) shall be made from the proceeds of the Authority debt allocable to the Member. Repayment under part (ii) shall be made from the sources described under “SECURITY AND SOURCES OF REPAYMENT.”
SECURITY AND SOURCE OF REPAYMENT	The Loan shall be secured by a [first]/[second] lien on the Member’s [Net Revenues][Sewer Treatment Facility Revenues] derived from the Member’s wastewater system. The Loan shall be payable in the same order of priority from such revenues as the Member’s obligations having a [first]/[second] lien on the Member’s [Net Revenues][Sewer Treatment Facility Revenues].
COMPLIANCE WITH FINANCIAL COVENANTS	Prior to incurring the Loan, the Member shall demonstrate to the Authority the Loan is being incurred in compliance with the Member’s financial covenants for its outstanding debt obligations

DRAFT

	(e.g. the Member's financing agreements relating to the Authority's debt)
PREPAYMENT	The Member may prepay the Loan at any time.

If the foregoing terms are acceptable, please countersign this letter in the space indicated below.

Sincerely,

SILICON VALLEY CLEAN WATER

By: _____
Name: Matthew Zucca
Title: General Manager

ACKNOWLEDGED AND AGREED:

[MEMBER]

By: _____
Name:
Title:

Revision: ~~G-H~~

Revision Date: ~~06/10/2024~~09/11/2025

Issue Date: 08/08/2013

Approved by SVCW Commission at Meeting of ~~June 10, 2024~~September 11, 2025 by Resolution SVCW ~~24-2025~~—29

SUBJECT: SVCW Reserve Fund Policy and Procedures

PURPOSE

To prudently protect the fiscal solvency of the Authority, it is important to maintain a minimum level of reserves. Reserves are important to mitigate the negative impact of revenue shortfalls from economic fluctuations, to fund unforeseen expense requirements, to provide stable rates for member entities, to fund future long-term capital needs, and to mitigate the need to borrow and pay interest for capital improvement projects.

Since establishing the Reserve Fund Policy in 2013, it is the desire of the SVCW Commission to ensure target minimum reserve levels that will safeguard the continued fiscal stability of the Authority.

This policy mandates the minimum reserve levels necessary to maintain credit worthiness and to adequately provide for:

- Economic certainty during financial hardships or downturns in the local, state, or national economy
- Economic certainty in the event of local disasters or catastrophic events
- Coverage of debt reserve requirements
- Coverage for capital obligations
- Cash flow requirements
- Rate stability
- Legal requirements

POLICY

The Authority shall maintain reserve balances for the Annual Operations Budget, the Capital Equipment Replacement Fund, the Capital Improvement Program Fund and the Stage 2 Capacity Expansion Fund. The Authority shall target the minimum reserve level and funding sources for each of the funds as follows:

1. ANNUAL OPERATIONS AND CAPITAL BUDGET RESERVE FUND

The Annual Operations and Capital Budget Reserve Fund (Operating Reserve) shall be maintained at a minimum balance of Ten Percent (10%) of the approved annual Operations and Capital budgeted Authority expenses, plus Two Million Dollars (\$2,000,000.00). This fund will allow for continued operation in times of local, regional, state or national crisis or for unbudgeted, unexpected operational, maintenance or capital expenses approved by the SVCW Commission on a case-by-case basis.

Funding for the ~~Annual Operations and Capital Budget Reserve Fund~~ Operating Reserve will be funded by each member agency in an amount equal to their percentage of capacity ownership in the SVCW. The reserve shall be funded to its minimum balance at the beginning of each fiscal year as part of the annual budget process. Any reserve balance will be available for spending on unanticipated, unbudgeted operating and maintenance or capital expenses approved by the Commission during that fiscal year. Generally, the ~~Operations and Capital Budget Reserve Fund~~ Operating Reserve is designed to support unexpected capital expenditures of less than \$2 million. Any balance in excess of the 10% plus \$2,000,000 reserve level, at the end of the fiscal year, shall be used to offset the upcoming year's share of the Annual Operations Budget for each member agency in an amount equal to their percentage of capacity ownership in SVCW. All interest derived from the fund balance shall be credited to this fund.

2. CAPITAL IMPROVEMENTS PROGRAM RESERVE FUND

The Capital Improvement Program Reserve Fund (CIP Reserve) shall be funded until it reaches a balance of \$50 million (\$50,000,000) in 2019 dollars, based upon inflation measures as described in the annual Engineering News-Record ("ENR") construction cost index for the San Francisco Bay Area. This will provide adequate resources in the event of a sudden and catastrophic infrastructure failure and, coupled with a robust and ongoing revenue-funded capital program approved by the Commission before each fiscal year, will allow most major expenses in the future, related to the facilities reaching the end of their useful life, to be paid for on a "pay as you go" basis and limit the need for borrowing. However, as significant infrastructure projects occur, it may be appropriate to leverage borrowing to ensure equitable contributions by future generations. This fund shall also provide funding, as available, for required plant improvements mandated by regulatory changes. This fund will maintain the dedicated minimum debt service amounts required by State Revolving Fund loans and other CIP loans not held in escrow.

Funding for the ~~Capital Improvement Program Reserve Fund~~ CIP Reserve will be contributed by each member agency in an amount equal to their percent of capacity ownership in SVCW and will be contributed in addition to and at the same time as the member entity's monthly Annual Operating Budget payments. Generally, the ~~Capital Improvements Program Reserve Fund~~ CIP Reserve is designed to support unexpected capital expenditures greater than \$2 million. All interest derived from the fund balance shall be credited to this fund.

To meet capital project liquidity requirements, the CIP Reserve may be used as interim financing in lieu of new debt issuance. Member agencies that choose request to borrow from this reserve are required to replenish those funds within the earlier of new debt issuance issued by SVCW or the Member or five years, though may prepay principal at any time prior to these dates. Interest will be payable monthly at the percentage yield determined to be earned on the CIP Reserve. A term sheet documenting each inter-agency loan will be approved by the Commission.

To meet specific debt reserves required by State Revolving Fund loans received from the California State Water Resource Control Board, SVCW may designate specific amounts as

debt service reserves equivalent to one year's debt service for each respective State Revolving Fund loan.

3. STAGE 2 CAPACITY FUND

The Stage 2 Capacity Fund shall be utilized to pay for capital projects that increase the treatment capacity of the SVCW facilities. The fund shall be a "pay as you go" fund that derives income from fees paid by new customers to buy capacity for the use of the SVCW facilities. Projects to enhance capacity will be built when there are adequate cash reserves to fund the project or at the discretion of the SVCW Commission.

Payments will be made in accordance with the requirements of the SVCW Joint Powers Agreement (JPA) for new connections to the system. There is no limit to the amount of funds that can accumulate in this fund. All interest derived from the fund balance shall be credited to this fund.

4. DEBT SERVICE RESERVE FUND

The Debt Service Reserve Fund shall be established to allow SVCW to demonstrate its revenues are sufficient to meet the debt service coverage test requirements of its State Revolving Fund Loans. On an annual basis during the Budget process, SVCW shall determine the funding level required to meet the debt service coverage test referenced in the applicable loan documents.

Funding for the Debt Service Reserve Fund shall be contributed by each member agency in an amount equal to their percentage of capacity ownership in SVCW. Contributions shall be placed into a designated investment account and managed according to Commission-adopted investment policies. All interest derived from the fund balance shall be credited to this fund. Disbursements from this fund shall be restricted to State Revolving Fund loan matters. Upon satisfaction of coverage test requirements, the Authority will return Debt Service Reserve Funds, including all interest earnings accrued, to the Members.

ANNUAL CONTRIBUTIONS

- **ANNUAL OPERATIONS AND CAPITAL BUDGET RESERVE FUND**

Upon adoption of this policy, the Annual Operations and Capital Budget Reserve Fund shall be adjusted annually to maintain the minimum balance required as part of the annual budget process.

- **CAPITAL IMPROVEMENTS PROGRAM RESERVE FUND**

Each fiscal year, beginning in Fiscal Year 2014-2015 an amount of One Million Dollars (\$1,000,000) shall be budgeted and added to the Capital Improvements Reserve Fund as part of the annual budget process. This is done to increase the balance to meet expected State Revolving Fund reserve requirements.

In order to address the goal of funding the depreciation of the SVCW facilities over the life of the facilities, the annual contribution of \$1,000,000 will be increased, beginning in Fiscal Year 2020-2021, by Five Hundred Thousand Dollars (\$500,000) per fiscal year, each fiscal year

until the Capital Improvement Program Reserve Fund reaches a balance of \$50 million dollars (\$50,000,000) in 2019 dollars, based upon inflation measures as described in the annual Engineering News-Record (“ENR”) construction cost index for the San Francisco Bay Area.

Funds required to be held in reserve for State Revolving Funds or Bonds shall be deposited to the Capital Improvements Program Reserve Fund once the loans are paid off and shall not be used to pay the final payments for said loans.

- **STAGE 2 CAPACITY FUND**
Funding for the Stage 2 Capacity Fund is established and shall continue in accordance with the SVCW Joint Powers Agreement (JPA).
- **DEBT SERVICE RESERVE FUND**
Funding for the Debt Service Reserve Fund shall be made annually. It is projected that \$2.5 million (\$2,500,000) is required in fiscal year 2022-23, and an additional \$3.0 (\$3,000,000) in 2023-24. No additional contributions are currently expected beyond 2023-24. All balances in the Debt Service Reserve Fund funds, once SVCW’s Fiscal Year 2023-24 audit is complete, will be returned to Members.

GENERAL POLICY PRACTICES

All reserves will be reviewed by SVCW Finance Department and SVCW Controller at least annually to verify the organization ~~is in compliance with~~ following this policy and a report will be presented to the SVCW Commission as part of the annual budget approval process.

The reserve funds will be invested in accordance with the investment policy adopted by the SVCW Commission.

Transfers between the reserve funds will be made only at the direction of the SVCW Commission.

Except in the case of emergency as defined by the Silicon Valley Clean Water JPA, the spending of reserves will be approved in advance by the SVCW Commission.

RESOLUTION NO. SVCW 25-29

RESOLUTION APPROVING AND ADOPTING REVISION H TO COMMISSION POLICY 2013-03, SILICON VALLEY CLEAN WATER RESERVE FUND POLICY AND PROCEDURES

WHEREAS, this Commission previously approved and adopted Administrative Policy No. 2013-03, as revised, establishing target minimum reserve levels to encourage and ensure the continued fiscal stability of Silicon Valley Clean Water (“Policy”); and

WHEREAS, this Commission has been presented with and has reviewed certain revisions to the Policy and desires to amend the Policy, and to approve and adopt Revision H to said Policy.

NOW, THEREFORE, BE IT RESOLVED BY THE COMMISSION OF SILICON VALLEY CLEAN WATER, as follows:

1. Revision H to that certain Administrative Policy No. 2013-03, a copy of which is attached hereto and incorporated herein by this reference, is hereby approved and adopted.

2. The Silicon Valley Clean Water Manager is hereby authorized and directed to implement and administer the aforementioned Policy.

3. This Resolution and said Policy shall become effective upon the date of adoption.

Regularly passed and adopted by the Commission of Silicon Valley Clean Water at the regular meeting thereof held on the 11th day of September, 2025 by the following vote:

AYES, and in favor of the passage and acceptance of the foregoing resolution:

NOES, and against the passage and acceptance of the foregoing resolution:

ABSENT:

ABSTAIN:

George Otte, CHAIR
Silicon Valley Clean Water Commission

Attest: _____
Tom McCune, SECRETARY
Silicon Valley Clean Water Commission



AGENDA REPORT

From: Authority Manager

Report Type: Action Item

Lead Department: Finance

Meeting Date: September 11, 2025

SUBJECT

Review Commission Policy 1992-01 - Investment Policy and Guidelines

RECOMMENDATION

Move adoption of RESOLUTION NO. SVCW 25-30 APPROVING AND ADOPTING REVISION X TO COMMISSION POLICY 1992-01, INVESTMENT POLICY AND GUIDELINES

EXECUTIVE SUMMARY

SVCW management continually reviews policies and procedures and recommends updates when practices, laws, policies, or regulations change. Staff have reviewed the Investment Policy and Guidelines and recommend minor grammatical and definition changes.

BACKGROUND

In July 1992, SVCW adopted an Investment Policy and Guidelines (Commission Policy No. 1992-01, or “the Investment Policy”) to formally guide the investment of surplus funds not required for immediate use by SVCW. Investments of SVCW funds are governed by California Government Code Section 53600, et seq (“Code”) and by the Authority’s Investment Policy. The Investment Policy serves as a strategic guide for planning, implementation, and oversight of investments. The Investment Policy requires annual Commission review and approval of changes proposed by staff, if any. Policy No. 1992-01 was last updated as Revision W at the September 2024 Commission meeting.

DISCUSSION

SVCW’s Investment Policy governs how SVCW and its investment advisor, PFM Asset Management LLC (PFM), manage the following four distinct Cash Reserve Funds:

Reserve Fund	As of 7/31/25 (\$ Millions)
Operating Reserve	\$ 4.58
Capital Improvement Plan Reserve	31.24
Stage 2 Capacity Reserve	8.31
Debt Service Reserve	<u>0</u>
TOTAL	\$ 44.13

The SVCW Investment Policy is reviewed annually. Proposed changes to the policy are attached and include only grammatical and definition changes offered for clarity.

The SVCW Manager recommends approval of Revision X to Commission Policy No. 1992-01.

CLIMATE EFFECTS

There are no climate effects resulting from this action.

FINANCIAL IMPACTS

There are no financial impacts to this action.

ENVIRONMENTAL REVIEW

Adoption of the attached resolution does not meet the California Environmental Quality Act's definition of a project, pursuant to Public Resources Code Section 21065 and CEQA Guidelines Section 15378(b)(4) and (5), because it is a governmental fiscal and administrative activity which will not cause a direct or indirect physical change in the environment.

ATTACHMENTS

- A. RESOLUTION NO. SVCW 25-30
- B. Redlined Commission Policy 1992-01 Investment Policy and Guidelines

PREPARED BY

Matt Anderson
Chief Financial Officer

Silicon Valley Clean Water

COMMISSION POLICY 1992-01

APPROVED BY: _____

Revision: ~~W-X~~

Revision Date:

Issue Date: 07/20/1992

~~09/09/2024~~09/11/2025

Approved by the SVCW Commission at the Meeting held on September ~~09, 2024~~11, 2025, by Resolution No. SVCW ~~2425~~—30

SUBJECT: Silicon Valley Clean Water Investment Policy and Guidelines

PURPOSE:

The purpose of this Investment Policy (the “Policy”) is to establish the investment policy and guidelines to be followed in the investment of all Silicon Valley Clean Water (“SVCW” or the “Authority”) surplus funds not required for immediate use by SVCW. All investment of such surplus monies is governed by California Government Code Section (CGC) 53600, et seq. and by the Policy.

To the extent possible, all money belonging to or in the custody of SVCW required for the immediate use of the Authority shall be deposited for safekeeping pursuant to relevant CGC sections, including Sections 53635.2, 53637-53645 and 53649.

SCOPE:

This Policy applies to all funds and investment activities of the Authority except the investment of bond proceeds, which are governed by the appropriate bond documents, and any pension or other post-employment benefit funds held in a trust.

RESPONSIBILITIES:

The Chief Financial Officer (CFO) shall have the responsibility of investing all Authority surplus funds in accordance with this Policy, providing regular investment reports to the Commission (as described in more detail in Section X of this Policy), and allocating interest to each fund.

The SVCW Commission shall have the responsibility for regular review of the Investment Policy and Guidelines and approving proposed changes.

POLICY:

I. INTRODUCTION

Authority monies not required for immediate expenditure will be invested in compliance with governing provisions of law, the Joint Exercise of Powers Agreement establishing the Authority and this Policy.

Funds of the Authority will be invested in accordance with California Government Code Sections 53601 through 53686 and with sound treasury management.

Investments will be made in a range of instruments to ensure diversification of the Authority's portfolio and liquidity of assets.

II. STANDARD OF CARE

Prudence: All investments shall be made within the policy framework of liquidity and safety with the judgment and care which a prudent and intelligent person would, under circumstances then prevailing (including, but not limited to, the general economic conditions and the anticipated needs of SVCW), exercise in the management of his/her affairs. The standard of prudence to be used by investment officials will be the “prudent investor” standard, which states that “when investing, reinvesting, purchasing, acquiring, exchanging, selling, or managing public funds, a trustee shall act with care, skill, prudence, and diligence under the circumstances then prevailing, including, but not limited to, the general economic conditions and the anticipated needs of the agency, that a prudent person acting in a like capacity and familiarity with those matters would use in the conduct of funds of a like character and with like aims, to safeguard the principal and maintain the liquidity needs of the agency.”

Ethics: Officers and employees involved in the investment process shall refrain from personal business activity that could conflict with proper execution of the investment ~~program~~program, or which could impair their ability to make impartial investment decisions. All investment personnel shall comply with reporting requirements of applicable state laws including annual filing of Statements of Economic Interest.

III. OBJECTIVES

The primary investment objectives of this policy in order of priorities are:

Safety: Safety of the principal shall be the top priority in consideration of any investment undertaken by the CFO. The portfolio shall be so diversified that the losses, if any, on particular securities shall be offset by the revenue generated from other investments. The Authority's portfolio shall be actively managed. Therefore, securities may be sold prior to maturity if doing so would better align the portfolio with its selected performance benchmark, and/or increase the earnings potential or credit quality of the portfolio. The Authority shall seek to preserve principal by mitigating credit risk and market risk.

Credit risk: Defined as the loss due to failure of the issuer of a security, shall be mitigated by investing in investment grade securities and by diversifying the investment portfolio so that failure of any one issue does not unduly harm the Authority's capital base and cash flow. In the event of a downgrade in credit after the date of purchase to a level below the minimum credit standards provided in the California Government Code, the CFO or his/her designee shall advise the Commission of the change at or before the next regular meeting. If the Authority has retained the services of an Investment Advisor, the Investment Advisor will notify the CFO of such a downgrade and will recommend a plan of action.

Market risk: Defined as market value fluctuations due to overall changes in the general level of interest rates, will be mitigated by structuring the investment portfolio so that

securities mature to meet the cash requirements for ongoing operations, thereby limiting the need to sell securities prior to maturity.

Liquidity: The CFO shall keep the portfolio sufficiently liquid to meet the operating and capital needs of the Authority which can be reasonably anticipated from his/her experience of the Authority's operations and adopted budget. S/he shall also review the various construction and other contracts the Authority has entered into to anticipate the cash needs.

Return on Investment: Within the safety and liquidity constraints imposed by law and the Authority's own safety objective and cash flow requirements, the investment portfolio shall be designed to attain the market rate of return.

IV. AUTHORIZATION TO INVEST AND DELEGATION OF AUTHORITY

The CFO shall have the authority to invest the funds of the Authority.

The CFO may delegate day-to-day investment decision-making and execution authority to an investment advisor. Such investment advisor must have not less than five years' experience managing public agency funds subject to California Government Code and must have total public agency assets under management nationwide of at least \$10 billion. The rights and responsibilities delegated to an investment advisor must be in a written agreement. The investment advisor shall make all investment decisions and transactions in accordance with California Government Code and this Policy. No person may engage in an investment transaction except as provided under the terms of this Policy and the procedures established by the CFO and approved by the SVCW Commission.

Investments of Authority monies not required for immediate expenditure will be made in securities or other certificates of indebtedness as provided by Section 53601, et seq. of the California Government Code for the investment of public funds, except those expressly prohibited by this policy.

V. CASH FLOW AND AVAILABILITY

An amount equal to two weeks' cash flow requirements is to be maintained in immediately available investments, such as the State Treasurer's Local Agency Investment Fund, money market funds, or similar liquid instruments.

VI. ACCEPTABLE INVESTMENT INSTRUMENTS

All investments must be made in accordance with this policy and the State of California Government Code Section 53600, et seq. In the case of a discrepancy between this Policy and California Government Code Section 53600, et seq., the more stringent requirements shall apply.

The Authority will limit investments in any one issuer except for obligations of the U.S. Treasury, U.S. federal agencies, U.S. government-sponsored enterprises, U.S. instrumentalities, and pooled funds (e.g., money market funds, local government investment pools, and LAIF) to no more than 5%, regardless of security type.

Where this section specifies a percentage limitation for a particular issuer or security type, that percentage is applicable only at the date of purchase. A security purchased in accordance with this section shall not have a forward settlement date exceeding 45 days from the time of investment. Credit criteria listed in this section refers to the credit rating category (inclusive of modifiers) at the time the security is purchased.

The Commission may, as part of a bond issuance, direct or authorize staff to invest bond proceeds in investment instruments authorized by the California Government Code that are not contained within this policy.

The Authority's investment portfolio may include the following instruments:

1. **U.S. Treasury Obligations.** United States Treasury notes, bonds, bills, or certificates of indebtedness, or those for which the full faith and credit of the United States are pledged for the payment of principal and interest.
2. **U.S. Federal Agency Obligations.** Federal agency or United States government-sponsored enterprise obligations, participations, or other instruments, including those issued by or fully guaranteed as to principal and interest by federal agencies or United States government-sponsored enterprises.
3. **California State and Local Agency Obligations.** Obligations of the State of California or any local agency within the state, including bonds payable solely out of revenues from a revenue-producing property owned, controlled, or operated by the state or any local agency or by a department, board, agency, or authority of the state or any local agency. Obligations eligible for investment under this subdivision with maturities in excess of one year must be rated "A," its equivalent, or better by a Nationally Recognized Statistical Rating Organizations ("NRSRO"). Obligations eligible for investment under this subdivision with maturities under one year must be rated at least "A-1," its equivalent, or better by an NRSRO.
4. **Other State Obligations.** Registered treasury notes or bonds of any of the other 49 United States in addition to California, including bonds payable solely out of the revenues from a revenue-producing property owned, controlled, or operated by a state or by a department, board, agency, or authority of any of the other 49 United States, in addition to California. Obligations eligible for investment under this subdivision with maturities in excess of one year must be rated "A," its equivalent, or better by an NRSRO. Obligations eligible for investment under this subdivision with maturities under one year must be rated at least "A-1," its equivalent, or better by an NRSRO.

No more than 30% of the Authority's portfolio may be invested in California State and Local Agency Obligations (subsection 3 above) and Other State Obligations (subsection 4 above), collectively.

5. **Medium-Term Notes.** Defined as all corporate and depository institution debt securities with a maximum remaining maturity of five years or less, issued by corporations organized and operating within the United States or by depository

institutions licensed by the U.S. or any state, and operating within the U.S. medium-term notes must be rated "A," its equivalent, or better by an NRSRO. No more than 30% of the Authority's portfolio may be invested in medium-term notes.

6. **Bank Deposits.** Funds may be deposited in ~~federally insured~~federally insured or collateralized bank deposits to include, but not limited to, demand deposit accounts, savings accounts, market rate accounts, and time deposits. To be eligible to receive deposits from the Authority, the financial institution must be located in California and comply with the requirements listed in Government Code Section 53630 et. seq. The CFO, at his/her discretion, may waive the collateralization requirements for any portion that is insured by the Federal Deposit Insurance Corporation or by the National Credit Union Administration. The Authority shall have a signed agreement with any depository accepting Authority funds per Government Code Section 53649. The final maturity of time deposits may not exceed five years. There is no limit on the percentage of the Authority's portfolio that may be invested in bank deposits. However, a maximum of 50% of the Authority's portfolio may be invested in time deposits.
7. **Pooled Investment Accounts, including the State of California's Local Agency Investment Fund (LAIF) and the California Cooperative Liquid Assets Securities System (Cal Class).** The Authority may invest up to the maximum amount permitted by the State Treasurer.
8. **Money Market Funds.** Shares of beneficial interest issued by diversified management companies that are money market funds registered with the Securities and Exchange Commission under the Investment Company Act of 1940 (15 U.S.C. Sec. 80a-1, et seq.). To be eligible for investment pursuant to this subdivision these companies will either:
 - Attain the highest-ranking letter or numerical rating provided by not less than two of the three largest NRSROs *or*
 - Have an Investment Advisor registered or exempt from registration with the Securities and Exchange Commission with not less than five years' experience managing money market mutual funds and with assets under management in excess of five hundred million dollars (\$500,000,000).

No more than 20% of the Authority's portfolio may be invested in money market funds.

9. **Shares of a Joint Powers Authority (JPA).** Shares of beneficial interest issued by a joint powers authority organized pursuant to Government Code Section 6509.7 that invests in the securities and obligations authorized in subdivisions (a) to (r), inclusive, of Government Code Section 53601. Each share will represent an equal proportional interest in the underlying pool of securities owned by the joint powers authority. To be eligible under this section, the joint powers authority issuing the shares will have retained an investment adviser that meets all of the following criteria:
 - 1) The adviser is registered or exempt from registration with the Securities and Exchange Commission, *and*

- 2) The adviser has not less than five years of experience investing in the securities and obligations authorized in subdivisions (a) to (q), inclusive of California Government Code Section 53601, *and*
- 3) The adviser has assets under management in excess of five hundred million dollars (\$500,000,000).

10. **Commercial Paper.** Commercial paper of “prime” quality of the highest ranking or of the highest letter and number rating as provided for by a nationally recognized statistical rating organization (NRSRO). The entity that issues the commercial paper shall meet all of the following conditions in either paragraph (1) or (2):

- 1) The entity meets the following criteria:
 - a. Is organized and operating in the United States as a general corporation;
 - b. Has total assets in excess of five hundred million dollars (\$500,000,000); and
 - c. Has debt other than commercial paper, if any, that is rated in a rating category of “A” or its equivalent or higher by an NRSRO.
- 2) The entity meets the following criteria:
 - a. Is organized within the United States as a special purpose corporation, trust, or limited liability company;
 - b. Has program wide credit enhancements including, but not limited to, overcollateralization, letters of credit, or a surety bond;
 - c. Has commercial paper that is rated “A-1” or higher by an NRSRO.

Eligible commercial paper shall have a maximum maturity of 270 days or less. No more than 15% of the Authority’s portfolio may be invested in commercial paper.

11. **Negotiable Certificates of Deposit.** Negotiable certificates of deposit issued by a nationally or state-chartered bank, a savings association or a federal association (as defined by Section 5102 of the Financial Code), a state or federal credit union, or by a federally licensed or state-licensed branch of a foreign bank. The legislative body of the Authority and the treasurer or other officials of the Authority having legal custody of the moneys are prohibited from investing local agency funds, or funds in the custody of the local agency, in negotiable certificates of deposit issued by a state or federal credit union if a member of the legislative body of the local agency, a person with investment decision making authority employed by the investment advisor, if so engaged, or a person with investment decision making authority in the administrative office manager’s office, budget office, auditor-controller’s office, or treasurer’s office of the local agency also serves on the board of directors, or any committee appointed by the board of directors, or the credit committee or the supervisory committee of the state or federal credit union issuing the negotiable certificates of deposit. Eligible negotiable certificates of deposit shall have a maximum remaining maturity of five years or less and shall be rated in a rating category of “A” for long-term, “A-1” for short-term, their equivalent, or better by an NRSRO.

No more than 15% of Authority's portfolio may be invested in negotiable certificates of deposit.

12. **Asset-Backed Securities (ABS).** A mortgage passthrough security, collateralized mortgage obligation, mortgage-backed or other pay-through bond, equipment lease-backed certificate, consumer receivable passthrough certificate, or consumer receivable-backed bond. Securities eligible for investment under this subdivision shall be rated in a rating category of “AA” or its equivalent or better by an NRSRO and have a maximum remaining maturity of five years or less.

No more than 20% of the Authority’s portfolio may be invested in these asset-backed securities.

13. **Supranationals.** United States dollar denominated senior unsecured unsubordinated obligations issued or unconditionally guaranteed by the International Bank for Reconstruction and Development, International Finance Corporation, or Inter-American Development Bank, with a maximum remaining maturity of five years or less, and eligible for purchase and sale within the United States. Investments under this subdivision shall be rated in a rating category of “AA” or its equivalent or better by an NRSRO.

No more than 15% of the Authority’s portfolio may be invested in these specific supranational obligations.

VII. PROHIBITED INVESTMENTS

The Authority shall not invest any funds in Repurchase Agreements (REPOS) or Reverse Repurchase Agreements (REVERSE REPOS). The Authority shall not purchase or sell securities on margin or invest in financial futures/financial options.

VIII. MAXIMUM MATURITY OF INVESTMENTS

Maturities will be based on a review of cash flow forecasts. Maturities will be scheduled to permit the Authority to meet all projected obligations. The purchase of U.S. Treasury obligations, U.S. federal agency and government-sponsored enterprise (GSE) obligations, and California state and local agency obligations and other state obligations (subsections VI. 1, 2, 3, and 4 above) with maturities in excess of five years is permitted, subject to the following constraints: U.S. Treasury, federal agency/GSE, and California state and local agency obligations and other state obligations shall have a maximum remaining maturity at time of purchase of eleven years or less, and federal agency/GSE mortgage-backed securities (including pass-throughs and CMOs) shall have a maximum remaining average life of ten years or less.. For purposes of compliance with this section, an investment’s term or remaining maturity shall be measured from the settlement date to final maturity.

IX. BROKER/DEALERS AND FINANCIAL INSTITUTIONS

The CFO, or his/her designee, will maintain a list of financial dealers and institutions qualified and authorized to transact business with the Authority.

The purchase by the Authority of any investment, other than those purchased directly from the issuer, will be purchased either from an institution licensed by the State as a broker-dealer, as defined in Section 25004 of the Corporations Code, who is a member of Financial Industry Regulatory Authority (FINRA), or a member of a federally-regulated

securities exchange, a National- or State-Chartered Bank, a Federal or State Association (as defined by Section 5102 of the Financial Code), or a brokerage firm designated as a Primary Government Dealer by the Federal Reserve Bank.

The CFO shall annually send a copy of the current Investment Policy to all financial institutions and broker/dealers approved to do business with the Authority. Written confirmation of receipt of this Policy shall be considered evidence that the dealer understands the Authority's investment policies and intends to sell the Authority only appropriate investments authorized by this Investment Policy. Moreover, the Authority will execute an agreement with any broker/dealer prior to doing business with such.

If the Authority has retained the services of an Investment Advisor, the Investment Advisor may use its own list of authorized broker/dealers to conduct transactions on behalf of the Authority.

Purchase and sale of securities will be made on the basis of competitive bids and offers with a minimum of three quotes being obtained, whenever possible.

X. REPORTS TO COMMISSION

On not less than a quarterly basis, the CFO shall provide to the Commission a detailed investment report that shall include the following information: description of investment instrument, issuer name, maturity date, credit rating, interest rate, yield, purchase price, par value, book value, current market value and the source of the valuation. This report shall also state compliance of the portfolio with this Investment Policy, or manner in which the portfolio is not in compliance. The CFO shall also make a list of monthly investment transactions available upon request.

XI. PERFORMANCE EVALUATION

The Authority's portfolio shall be structured to achieve a market-average rate of return through various economic cycles, commensurate with the investment risk constraints and the cash flow needs. The benchmark for "market-average rate" shall be the rate of return of an appropriate market-based index which has a duration similar to that of the the Authority's portfolio(s), against which portfolio performance shall be compared on a regular basis.

XII. INTEREST ALLOCATION

Quarterly interest is to be allocated to each fund using the average rate of return and based on the average monthly cash balance for each fund. Residual interest earned will remain in the operations fund.

Funds with a negative cash balance will be charged interest using the average rate of return.

The Authority will further allocate the interest earned for each fund by entity. The interest earnings will be allocated based on the average monthly balance of each entity. The beginning balances for each entity will be taken from the audited financial statements of the previous year.

XIII. SAFEKEEPING OF SECURITIES

All marketable securities owned by the Authority shall be held in safekeeping by a third-party administrator (custody bank or trust department) acting as agent for the Authority under the terms of a custody or trustee agreement executed by the bank and the Authority. All securities will be received and delivered using the standard delivery versus payment (DVP) procedure.

XIV. INTERNAL CONTROL

The CFO is responsible for establishing and maintaining an internal control structure designed to provide reasonable assurance that the assets of the Authority are protected from loss, theft, or misuse. A CFO's office staff member who is not involved in the purchase of investments, wire transfers, or maintaining the general ledger shall be assigned the responsibility of reviewing and reconciling the monthly reports received from the investment advisor and custody bank. This review shall include, but not be limited to, reconciling the listing and amounts of each investment position and transaction.

RESOLUTION NO. SVCW 25-30

RESOLUTION APPROVING AND ADOPTING REVISION X TO COMMISSION POLICY 1992-01, SILICON VALLEY CLEAN WATER'S INVESTMENT POLICY AND GUIDELINES

WHEREAS, this Commission previously approved and adopted Commission Policy No. 1992-01, as revised, establishing procedures and guidelines governing Silicon Valley Clean Water's ("SVCW") investment activities ("Policy"); and

WHEREAS, Government Code section 53646 provides for annual review and approval of the Authority's Investment Policy, including changes thereto, which shall be considered by this Commission at a public meeting; and

WHEREAS, this Commission has been presented with and has reviewed certain revisions to the Policy and desires to amend the Policy, and to approve and adopt Revision X to said Policy.

NOW, THEREFORE, BE IT RESOLVED BY THE COMMISSION OF SILICON VALLEY CLEAN WATER, as follows:

1. Revision X to that certain Commission Policy No. 1992-01, a copy of which is attached hereto and incorporated herein by this reference, is hereby approved and adopted.

2. The Silicon Valley Clean Water Manager is hereby authorized and directed to implement and administer the aforementioned Policy.

3. This Resolution and said Policy shall become effective upon the date of adoption.

Regularly passed and adopted by the Commission of Silicon Valley Clean Water at the regular meeting thereof held on the 11th day of September, 2025 by the following vote:

AYES, and in favor of the passage and acceptance of the foregoing resolution:

NOES, and against the passage and acceptance of the foregoing resolution:

ABSENT:

ABSTAIN:

George Otte, CHAIR
Silicon Valley Clean Water Commission

Attest: _____
Tom McCune, SECRETARY
Silicon Valley Clean Water Commission



AGENDA REPORT

From: Authority Manager

Report Type: Action Item

Lead Department: Finance

Meeting Date: September 11, 2025

SUBJECT

Accounting system upgrade from Microsoft Great Plains ("Microsoft GP") to Microsoft Business Central ("Microsoft BC")

RECOMMENDATION

Move adoption of:

1. RESOLUTION NO. SVCW 25-31 APPROVING INFORMATION TECHNOLOGY PROFESSIONAL SERVICE AGREEMENTS FOR MIGRATION TO MICROSOFT BUSINESS CENTRAL PLATFORM, AUTHORIZING AND DIRECTING EXECUTION OF AGREEMENTS AND AUTHORIZING MANAGER TO APPROVE UP TO TEN PERCENT CONTINGENCY FOR ADDITIONAL WORK ON AN AS-NEEDED BASIS (\$227,880) – TECHNOLOGY MANAGEMENT CONCEPTS, LLC
2. RESOLUTION NO. SVCW 25-32 APPROVING INFORMATION TECHNOLOGY PROFESSIONAL SERVICE AGREEMENTS FOR DATABASE COORDINATION, AUTHORIZING AND DIRECTING EXECUTION OF AGREEMENTS AND AUTHORIZING MANAGER TO APPROVE UP TO TEN PERCENT CONTINGENCY FOR ADDITIONAL WORK ON AN AS-NEEDED BASIS (\$64,985) – NEXINITE LLC

EXECUTIVE SUMMARY

To modernize core financial systems, staff recommend to upgrade from Microsoft Dynamics GP 2016 ("Microsoft GP") to Microsoft Dynamics 365 Business Central ("Microsoft BC"). This migration must be completed prior to 2029 when Microsoft will retire its Microsoft GP platform. The upgrade will enhance operational agility, scalability, and future-readiness. Upgrading the financial systems now strengthens cybersecurity protection as Microsoft's mainstream support for GP 2016 ends July 2026, after which no security updates will be released. Rather than paying to upgrade to a newer version of Microsoft GP, which would still require on-premise infrastructure and manual patching, staff recommend moving directly to Microsoft BC which has enterprise-grade security features like end-to-end encryption, advanced threat detection, and automatic security patches.

Moreover, moving to Microsoft BC will allow SVCW to take advantage of 40% discounted licensing fees being provided by Microsoft to accelerate the transition onto Microsoft BC. One-time capitalized costs associated with this project are estimated to be \$387,205 including implementation services, database migration services, and internal staff time charged to the project. However, SVCW expects to save an estimated \$75,917 annually due to decreases in costs associated with ongoing licensing, operation, and maintenance of the new platform.

BACKGROUND

SVCW has used Microsoft GP since 2018 for core accounting activities including General Ledger, Accounts Payable, Purchasing, Fixed Assets, Billing and Accounts Receivable, as well as Inventory. Two SVCW Members use Oracle financial systems and another utilizes Tyler Munis. One Member, like SVCW, also operates on Microsoft GP. SVCW has invested in other Microsoft products like Dataverse, Power Apps, and PowerBI. Microsoft has announced it will no longer support GP after December 31, 2029. Moreover, moving to Microsoft BC will allow SVCW to take advantage of 40% discounted licensing fees financial incentives being provided by Microsoft to accelerate the transition onto Microsoft BC.

Early migration is recommended to ensure continuity, reduce ongoing costs, and avoid last-minute disruptions especially as companies compete for resources as expiration nears. Upgrading the financial systems now strengthens cybersecurity protection as Microsoft's mainstream support for GP 2016 ends July 2026, after which no security updates will be released. Rather than paying to upgrade to a newer version of Microsoft GP, which would still require on-premise infrastructure and manual patching, staff recommend moving directly to Microsoft BC which has enterprise-grade security features like end-to-end encryption, advanced threat detection, and automatic security patches.

Business Central is a cloud-first ERP platform built on Microsoft's Azure cloud platform that integrates natively with Microsoft 365, PowerApps, and other Microsoft services. Remaining in the Microsoft stack reduces infrastructure overhead (e.g. licensing, on-premise server maintenance, etc.) and improves accessibility remotely.

Business Central can support all core finance functions like General Ledger, Purchasing, Accounts Payable, Accounts Receivable, and Fixed Assets while also offering improved budget tools and a more flexible approach to project accounting. Reporting from Microsoft BC is more dynamic with drill-down capabilities, and integrations with third-party systems like ADP or inventory scanners are standard. The BC platform will also facilitate more automation of manual processes like invoice approvals, journal entries, and data entry.

Business Central is engineered for Microsoft Copilot AI assistant, which supports

intelligent workflows, predictive insights, and customizable agents for finance, sales, and operations. This will position the Authority to leverage future AI capabilities as they mature.

A Forrester study commissioned by Microsoft found that Business Central delivers a lower total cost of ownership (especially over 3–5 years), time savings across finance, operations, and IT, and is scalable as operations change or grow.

DISCUSSION

In preparation for this change, SVCW wanted a modern system that is focused on core financial activities yet could seamlessly interact with other solutions as needed. The Authority therefore recently implemented a PowerApps solution that modernized its asset management platform while reducing licensing costs.

In June 2025, SVCW released bid documents, including a scope of work that defined the requirements for the future new system. Three qualified proposals were submitted. An internal team reviewed all proposals and completed a scoring rubric after reviewing materials, attending demo sessions, and considering references. Two proposals stood out as very qualified in terms of experience and expertise, and both had similar implementation cost. After scores were accumulated, staff recommends that Total Management Concepts, LLC be selected to implement Microsoft BC.

To encourage customers to remain with its ecosystem, Microsoft provides a structured migration plan for certified partners that reduces resources needed for data migration and validation, user training, interface customization, and lifecycle support. Just as it does with Microsoft GP, SVCW will also integrate certain solutions with Microsoft BC. This includes Dataverse, a cloud-based storage and management platform from which SVCW deploys other solutions to manage work orders, track capital project activities, and generate up-to-date reports. To date, Nexinite, Inc. has supported the Authority's migration to Dataverse and reporting tools and is expected to continue these efforts as SVCW migrates to Microsoft BC.

CLIMATE EFFECTS

There are no climate effects resulting from this action.

FINANCIAL IMPACTS

Project #9271 in the Capital Improvement Program contains \$750 thousand budgeted for this effort. Inclusive of all implementation, consulting, and internal staff time, the project cost for this effort is estimated at \$387.2 thousand.

<u>One-time costs</u>	<u>\$ Value</u>
Implementation	\$ 227,880

Dataverse integration	64,985
Internal staff	<u>94,340</u>
Total	\$ 387,205

Recurring costs are estimated to be \$39,288 annually and include annual licensing fees, training, and software patching / maintenance. These fees will reduce SVCW operating costs by \$75,917 due to less licensing costs and third-party applications.

<u>Ongoing costs, estimated</u>	<u>Current</u> \$	<u>Proposed</u> \$	<u>Increase /</u> <u>(Decrease)</u>
Licensing	\$ 38,967	\$ 14,784	(\$ 24,183)
Recurring maintenance & Support	63,289	5,304	(57,985)
Ad-hoc reporting support	<u>12,949</u>	<u>19,200</u>	<u>6,251</u>
Total	\$115,205	\$ 39,288	(\$ 75,917)

Timeline for discovery, development, testing, and implementation is six to eight months. SVCW intends to go live on Microsoft BC in spring of 2026.

ENVIRONMENTAL REVIEW

Adoption of the attached resolution does not meet the California Environmental Quality Act's definition of a project, pursuant to Public Resources Code Section 21065 and CEQA Guidelines Section 15378(b)(4) and (5), because it is a governmental fiscal and administrative activity which will not cause a direct or indirect physical change in the environment.

ATTACHMENTS

- A. RESOLUTION NO. SVCW 25-31
- B. RESOLUTION NO. SVCW 25-32
- C. Proposal Response, TMC

PREPARED BY

Matt Anderson
 Chief Financial Officer

RESOLUTION NO. SVCW 25-31

RESOLUTION APPROVING INFORMATION TECHNOLOGY PROFESSIONAL SERVICE AGREEMENTS FOR MIGRATION TO MICROSOFT BUSINESS CENTRAL PLATFORM, AUTHORIZING AND DIRECTING EXECUTION OF AGREEMENTS AND AUTHORIZING MANAGER TO APPROVE UP TO TEN PERCENT CONTINGENCY FOR ADDITIONAL WORK ON AN AS-NEEDED BASIS (\$227,880) – TECHNOLOGY MANAGEMENT CONCEPTS, LLC

BE IT RESOLVED BY THE COMMISSION OF SILICON VALLEY CLEAN WATER AS FOLLOWS:

1. That certain Professional Services Agreement for migration to Microsoft business central platform entitled “Migration to Microsoft Business Central Platform”, a copy of which is on file in the office of the Manager, to which copy reference is hereby made for full particulars thereof, is hereby approved.

2. The Chair of the Commission and Secretary of the Authority are hereby authorized and directed to execute said agreement for and on behalf of Silicon Valley Clean Water.

3. The Secretary of the Authority is hereby further authorized and directed to transmit original counterparts of the agreement approved hereby to *Technology Management Concepts, LLC* for execution and return of a fully executed original counterpart for retention in the files of the Authority.

Regularly passed and adopted by the Commission of Silicon Valley Clean Water at a regular meeting thereof held on the 11th day September 2025, by the following vote:

AYES, and in favor of the passage and acceptance of the foregoing resolution:

NOES, and against the passage and acceptance of the foregoing resolution:

ABSENT:

ABSTAIN:

George Otte, CHAIR
Silicon Valley Clean Water Commission

Attest: _____
Tom McCune, SECRETARY
Silicon Valley Clean Water Commission

RESOLUTION NO. SVCW 25-32

RESOLUTION APPROVING INFORMATION TECHNOLOGY PROFESSIONAL SERVICE AGREEMENTS FOR MIGRATION TO MICROSOFT BUSINESS CENTRAL PLATFORM, AUTHORIZING AND DIRECTING EXECUTION OF AGREEMENTS AND AUTHORIZING MANAGER TO APPROVE UP TO TEN PERCENT CONTINGENCY FOR ADDITIONAL WORK ON AN AS-NEEDED BASIS (\$64,985) – NEXINITE LLC

BE IT RESOLVED BY THE COMMISSION OF SILICON VALLEY CLEAN WATER AS FOLLOWS:

1. That certain Professional Services Agreement for migration to Microsoft business central platform entitled “Migration to Microsoft Business Central Platform”, a copy of which is on file in the office of the Manager, to which copy reference is hereby made for full particulars thereof, is hereby approved.

2. The Chair of the Commission and Secretary of the Authority are hereby authorized and directed to execute said agreement for and on behalf of Silicon Valley Clean Water.

3. The Secretary of the Authority is hereby further authorized and directed to transmit original counterparts of the agreement approved hereby to *Nexinite LLC* for execution and return of a fully executed original counterpart for retention in the files of the Authority.

Regularly passed and adopted by the Commission of Silicon Valley Clean Water at a regular meeting thereof held on the 11th day September 2025, by the following vote:

AYES, and in favor of the passage and acceptance of the foregoing resolution:

NOES, and against the passage and acceptance of the foregoing resolution:

ABSENT:

ABSTAIN:

George Otte, CHAIR
Silicon Valley Clean Water Commission

Attest: _____
Tom McCune, SECRETARY
Silicon Valley Clean Water Commission



AGENDA REPORT

From: Authority Manager
Report Type: Action Item
Lead Department: Engineering
Meeting Date: September 11, 2025

SUBJECT:

2025 Standard Contract Documents Update

RECOMMENDATION

Move adoption of RESOLUTION NO. SVCW 25-33 TO ADOPT SVCW STANDARD CONTRACT DOCUMENTS, VERSION SEPTEMBER 2025.

EXECUTIVE SUMMARY

Silicon Valley Clean Water (SVCW) maintains Standard Contract Documents that guide construction projects, including Long-Form, Short-Form, and Procurement Specifications. These documents, collectively called Standard Specifications, ensure that SVCW's construction contracts are consistent, compliant with laws, and aligned with industry standards. SVCW has owned and regularly updated its Standard Specifications since 2008. The 2025 update introduces the following key revisions.

- **Long-Form:** Clarifies terms for contract change order pricing, strengthens warranty provisions, and enhances safety requirements, including compliance with a new Sample Site Guidebook.
- **Short-Form:** Updated to reference and require compliance with the Sample Site Guidebook.
- **Procurement:** No changes.

These updates improve contractual clarity, safety, and warranty protections while supporting modern project delivery. Staff recommends Commission approval of the revised documents effective September 2025.

BACKGROUND

Construction projects are carried out by completing a set of specifications and plans (collectively, "Contract Documents") that spell out, via words and drawings, what is involved in the construction project and what work the construction contractor agrees to perform. There is an industry-standard for the method in which Contract Documents are organized. They are comprised of three main sections:

Section	Divisions/Sheets	Notes
Standard Contract Specifications	00 and 01	Stipulates Contractual Terms
Technical Specifications	02 through 48	Each Division is pertinent to an area of construction, i.e. Div 03 = Concrete while Div 26 = Electrical work
Drawings	As Needed	Depicts existing facilities and construction needs

Standard Contract Specifications contain contractual requirements with most of the language constant from project to project. Technical Specifications and Drawings are unique to each project and vary accordingly. Typically, a public agency owns and prepares the Standard Contract Specifications, while the Technical Specifications and Drawings are prepared by consultants who serve as project Engineer-of-Record.

It is industry standard for the contracting agency to “own” the Standard Contract Specifications and SVCW has owned its Standard Contract Specifications since the inception of the Capital Improvement Program in 2008. In August 2008 and approximately once per year since, the Commission has approved the Standard Contract Specifications allowing SVCW construction projects to be bid and subsequent action by the Commission approving the Contract Documents when the project construction contract is awarded.

The specifications are updated annually or biennially by SVCW to keep them consistent with pertinent changes in law, regulations, and the insurance industry. Changes are reviewed by SVCW’s insurance provider and Legal Counsel, as necessary.

SVCW has historically used two forms of contract specifications for construction: “Long-Form” and “Short-Form”. Long-form Standard Contract Specifications are used for projects that are publicly advertised for bidding and over \$100,000 in anticipated contract value. Short-Form Standard Contract Specifications are used for projects having an anticipated construction value under \$100,000. For these smaller projects, staff solicits quotes from three or more contractors and projects are then awarded at the lowest quoted price. This process is allowed under California’s Public Contracts Code and SVCW’s Purchasing Guidelines, and preferred, as producing specifications and drawings to publicly bid projects can be cost prohibitive for projects of this small size.

The divisions listed above and the specification sections within them are set by the Construction Specifications Institute (CSI). CSI issues MasterFormat Editions that outline guidelines for specification naming and numbering.

DISCUSSION

Updates to the Long-Form, Short-Form, and Procurement Standard Contract Documents have been prepared and staff recommends the Commission approve the revised versions effective September 2025. Changes to each are:

Standard Contract Specifications	Affected Section	Change
Long Form	00 73 00	Clarify requirement for contractor’s Pollution Legal Liability.
	01 26 00	Slight changes and clarifications regarding how to calculate negotiated and force account (time and materials) contract change orders.
	01 57 00	Requires that cones placed near open tanks/basins should have flotation devices attached.
	01 57 00	Require the contractor to comply with the stipulations in the new SVCW Sample Site Guidebook. There are several sites throughout the plant that need to be accessed by SVCW staff to collect samples in order to ensure permit compliance. The Guidebook is intended to direct contractors away from these locations and to prevent obstructions to regulatory sample stations located within the plant.
	01 78 36	Add language to grant SVCW an extended one-year warranty on defective work identified during the warranty period which has been repaired by the contractor.
	Appendix 6	Add the new SVCW Sample Site Guidebook for reference.
Short Form	01 10 00	Require the contractor to comply with the stipulations in the new SVCW Sample Site Guidebook to prevent obstructions to regulatory sample stations located within the plant.
	Appendix 2	Add the new SVCW Sample Site Guidebook for reference.
Procurement	No Changes	No Changes

Staff recommends approval of the revised Standard Long-Form, Short-Form Contract, and Procurement, effective September 2025.

CLIMATE EFFECTS

There are no climate effects resulting from this action.

FINANCIAL IMPACTS

There are no direct financial impacts to this action.

ENVIRONMENTAL REVIEW

Adoption of the attached 2025 Standard Contract Documents does not meet the California Environmental Quality Act's definition of a project, pursuant to Public Resources Code Section 21065 and CEQA Guidelines Section 15378(b)(4) and (5), because it is a governmental fiscal and administrative activity which will not cause a direct or indirect physical change in the environment.

ATTACHMENTS

- A. RESOLUTION NO. SVCW 25-33
- B. SVCW Short Form Specifications 2025
- C. SVCW Long Form Specifications 2025
- D. SVCW Procurement Specifications 2025
- E. SVCW Sample Site Guidebook

PREPARED BY

Kim Hackett
Authority Engineer

Note to Specification Preparer: This is the short-form version of the SVCW contract documents. Insert project name, CIP#, and project date below. Delete this note during specification development.

SILICON VALLEY CLEAN WATER

CONTRACT DOCUMENTS

FOR

INSERT PROJECT NAME AND CIP#

INSERT PROJECT DATE (Month/Year)

Recommended for Approval: SVCW Authority Engineer

Approved for Bidding: SVCW Manager

SECTION 00 01 07
PROJECT SEALS/STAMPS

**** Insert Designer Stamps HERE ****

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SVCW Specifications

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September 2025

00 01 07-1

Silicon Valley Clean Water
Contract Documents

(INSERT PROJECT NAME/TITLE and CIP#)

TABLE OF CONTENTS

BIDDING AND CONTRACT REQUIREMENTS	<u>PAGE</u>
<u>Note to Specification Preparer: Revise page numbers as necessary. Sections shaded below are optional. Review the Short-Form Checklist found in the Exhibits as well as the “Note to Specification Preparer” provided to determine if a Section is needed. Delete this note during specification development.</u>	
Section 00 11 13 Request for Quote	00 11 13-1
Section 00 41 00 Bid Form	00 41 00-1
Section 00 43 00 Site Visit Affidavit	00 43 00-1
Section 00 43 36 Designation of Subcontractors	00 43 36-1
Section 00 45 19 Noncollusion Declaration	00 45 19-1
Section 00 45 22 Safety Compliance Affidavit	00 45 22-1
Section 00 52 00 Agreement	00 52 00-1
Section 00 61 13.13 Bond of Faithful Performance	00 61 13.13-1
<u>Note to Specification Preparer: Confirm with SVCW that Performance Bond is required. If not, delete this Section and title “NOT USED.” Delete this note during specification development.</u>	
Section 00 61 13.16 Payment Bond	00 61 13.16-1
<u>Note to Specification Preparer: Section 00 61 13.16 is required per Civil Code 3247 for projects over \$25,000. Delete this note during specification development.</u>	
Section 00 62 16.11 Commercial General Liability Insurance Endorsement	00 62 16.11-1
Section 00 62 16.12 Auto Liability Insurance Endorsement	00 62 16.12-1
Section 00 73 16 Insurance Requirements	00 73 16-1
Section 01 10 00 General Requirements	01 10 00-1
Section 01 14 14 System Outage Request Procedures	01 14 14-1
Section 01 31 23 Project Control System	01 31 23-1
Section 01 33 23 Shop Drawings Product Data and Samples	01 33 23-1
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	<i>SVCW Specifications</i>
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DIVISION 2 through 17 – TECHNICAL SPECIFICATIONS

(Insert as Required)

Note to Specification Preparer: Appendices should come directly after the final Technical Specification in the Table of Contents.

Note to Specification Preparer: Reserve Appendix 1 for any future use of the OCIP Insurance Program. Delete this note during specification preparation.

Appendix 1 –NOT USED

Appendix 2 [SVCW Sample Site Guidebook](#)

Note to Specification Preparer: All other Appendices shall be labeled Appendix 2, et seq.

Note to Specification Preparer: The most recent version of Plan Sheet T0.1 – Traffic Flow Plan shall be included directly after the Plan cover sheet(s) for projects that take place on the SVCW plant site.

PLANS

(List all plan sheets included by Drawing or Sheet Number)

END OF TABLE OF CONTENTS

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SVCW Specifications

September 2025

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SECTION 00 11 13

REQUEST FOR QUOTE

Notice is hereby given that quotes will be received by Silicon Valley Clean Water (SVCW) in the office of the Secretary for the Authority at any time prior to (Time/Date) for furnishing all labor, materials, equipment, and services for the Work designated as:

(Insert Project Name and CIP#)

All said work is to be done as shown on the Plans and Specifications approved by the Authority.

The location of the office of the Secretary for the Authority:

SILICON VALLEY CLEAN WATER
Attn: Secretary
1400 Radio Road
Redwood City, CA 94065

Sealed Quotes may be Hand Delivered or Mailed to the above address. Quotes will not be accepted via facsimile nor email.

Under California Laws and Regulations, The Authority shall inform all prime Contractors of public works to the extent feasible of relevant public work requirements. Therefore, SVCW hereby advises all bidders that the successful bidder shall:

1. Employ the appropriate number of apprentices on the job site as set forth in California Labor Code 1777.5;
2. Provide worker's compensation coverage, as set forth in California Labor Code Sections 1860 and 1861;
3. Keep and maintain the records of work performed on the Project, as set forth in California Labor Code Section 1812;
4. Keep and maintain accurate payroll records as required under Labor Code Section 1776 which shall be certified and available for inspection pursuant to that Section and California Code of Regulations, Division 1, Chapter 8, Subchapter 3, Article 6, Section 16400 (e);
5. Comply with the prevailing wage requirements determined by the Director of the California Department of Industrial Relations. A copy of said prevailing rate of the per diem wage is on file at the offices of the Authority, 1400 Radio Road, Redwood City, CA 94065. Said prevailing rate of per diem wages will be made available to any interested party upon request, and a copy thereof shall be posted at the job site (Ref: http://www.dir.ca.gov/dlsr/statistics_research.html#PWD); and

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*SVCW Specifications
September 2025*

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00 11 13-1

6. Be subject to other requirements imposed by law.

The Authority reserves the sole right to reject any and all quotes and to waive any informality in a quote.

Note to Specification Preparer: Confirm with SVCW the number of days listed in the paragraph below and coordinate the said number of days with Specification Section 00 41 00. Delete this note during specification development.

No Bidder may withdraw its Quote for a period of thirty (30) days after the date set for the opening thereof.

The Authority will deduct from partial payments made in accordance with Section 00 52 00-3.0 and retain as part security, five (5) percent of the amount earned until the final payment. At the successful Contractor's option, securities may be substituted for the required retention, in accordance with the provisions of Section 22300 of the State of California Public Contract Code.

In accordance with the provisions of California Public Contract Code Section 3300, the Authority has determined that the Contractor shall possess as a minimum a valid Class **(Type)** License. In accordance with the provisions of California Business and Professions Code Section 7028.15, a bid submitted to the Authority by a Contractor who is not licensed in accordance with Chapter 9 of the California Business and Professions Code shall be considered non-responsive and shall be rejected by the Authority.

All questions regarding this Bid shall be addressed to:

Name
Company/Agency Name
Mailing Address (PO or Street)
City, State & Zip
Phone Number
Email Address

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*SVCW Specifications
September 2025*

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00 11 13-2

The following constitutes the Bidder's Checklist of completed documents to be submitted with all Bids:

<u>Item</u>	<u>Checked</u>
1. Bid Form (Section 00 41 00)	_____
2. Designation of Subcontractors (Section 00 43 36)	_____
<u>Note to Specification Preparer : Confirm with SVCW to determine whether Section 00 43 00, Site Visit Affidavit, should be included in the checklist. If it is used, unshade Section 00 43 00 in the Table of Contents and include Section 00 43 00 in Contract Documents. Delete this note during Specification development.</u>	
3. Site Visit Affidavit (Section 00 43 00)	_____
4. Noncollusion Declaration (Section 00 45 19)	_____
5. Affidavit of Safety Compliance (Section 00 45 22) which includes pages 00 45 22-1 and 00 45 22-2. Parts A, B, C, and D shall not be submitted with the Quote.	_____

The above-mentioned Project is a public work. Therefore, the prime Contractor and all Subcontractors for the Project must be registered with the California Department of Industrial Relations pursuant to the provisions of Labor Code Section 1725.5 in order to be qualified to bid on, be listed in a Bid proposal, or engage in the performance of any work under the Contract for the Project. (All code references herein are to California codes). A Bid shall not be accepted nor any contract or subcontract be entered into without proof of the Contractor's or Subcontractor's current registration to perform public work pursuant to Labor Code Section 1725.5.

Pursuant to Labor Code Section 1771.4, the Project is subject to compliance monitoring and enforcement by the Department of Industrial Relations. The prime Contractor shall post jobsite notices as prescribed by regulation and the prime Contractor and each Subcontractor shall furnish the records specified in Labor Code Section 1776 directly to the Labor Commissioner as specified in said Section 1771.4. Pursuant to Labor Code Section 1773.3, the Authority shall provide notice to the Department of Industrial Relations of the award of this Contract within five days of the award. Bidders shall notify the Authority of the labor trade classifications used, as outlined in Section 00 52 00-7., **PREVAILING WAGE**.

***** END OF SECTION *****

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*SVCW Specifications
September 2025*

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00 11 13-3

SECTION 00 41 00

BID FORM

SILICON VALLEY CLEAN WATER

To:

Silicon Valley Clean Water
1400 Radio Road
Redwood City, California 94065

Name of Bidder _____

Business Address _____

The undersigned as Bidder declares that it has carefully examined the location of the proposed work, the Contract Documents, and the Plans and Specifications therein referred to, and the Bidder proposes and agrees if this Quote is accepted, that it will contract with Silicon Valley Clean Water to provide all labor, materials, necessary machinery, equipment, tools, apparatus, and other means of construction and services, and do all the Work specified in the Contract Documents in the manner and time hereinafter set forth required for the construction of the Work involved in the improvements designated as:

(Project Name and CIP#)

ADDENDUM RECEIPT: The receipt of the following Addenda to the Contract Documents is acknowledged:

Addendum No. _____ Dated _____

Addendum No. _____ Dated _____

Addendum No. _____ Dated _____

Addendum No. _____ Dated _____

The Bidder proposes and agrees to contract with Silicon Valley Clean Water to perform all the Work, including subsidiary obligations, as defined in the Contract Documents for the following prices:

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*SVCW Specifications
September 2025*

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00 41 00-1

QUOTE SCHEDULE

SILICON VALLEY CLEAN WATER

Bid Item	Quantity	Unit	Description	Unit Price	Extended Amount
1	1	Lump Sum		\$	\$
2	1	Lump Sum		\$	\$
3	1	Lump Sum	Additional cost for providing all shoring and bracing including but not limited to that as required by Sections 6700-6708 of the California Labor Code, for the lump sum amount of	\$	\$
Total Quote Amount			Item 1 through #		\$

Total Quote Amount for _____ (insert Project Name and CIP #), the summation of Bid Items # _____ through # _____, is _____ dollars (amount in words) \$ _____ (amount in numbers).

In submitting its bid, the undersigned Bidder understands and agrees to the following:

Quote Schedule

- A) Each Quote Item above must be filled in and completed.
- B) The total Quote Amount is determined by the sum total of all Bid Item Extended Amounts in the Bid Schedule. The Bid Item Extended Amount is the product of the Quantity times the Unit Price.
- C) If award is made, it will be based on the lowest responsive, responsible Quote whose Total Quote Amount, excluding alternates, yields the lowest total Contract Price. Only one Contract will be awarded. No Bid Items will be excluded from the awarded Contract.

Note to Specification Preparer: The Base Bid determination is for projects without Alternates. See Exhibits 8 and 9 for options that include Alternates. Delete this note during specification development.

The undersigned has filled in all information required in this Quote Schedule and understands that failure to do so is grounds for rejecting the bid by the Authority.

The Authority reserves the right to change, delete or add new work to the Contract as per the terms of the General Conditions of the Contract Documents.

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The undersigned has checked carefully all the above figures and understands that the Authority will not be responsible for any errors or omissions on the part of the undersigned in making up this Bid.

The undersigned understands that the Authority reserves the sole right to reject any or all Bids and to waive any informality in Bids received. Award will be made which, in the judgment of the Authority Commission, is to the best interest of the Authority except as allowed in Public Contract Code Section 5103.

Note to Specification Preparer: Confirm with SVCW the number of days listed in the paragraph below and coordinate the said number of days with Specification Section 00 11 13. Delete this note during specification development.

It is agreed that this Quote shall not be withdrawn within a period of thirty (30) days after the date set for the receipt thereof.

The undersigned agrees, if awarded the Contract, that there shall be paid by the undersigned and by all subcontractors for the Project to all laborers, workers and mechanics employed in the execution of the Contract or any subcontract thereunder, not less than the general prevailing rate of per diem wages and rates for overtime and legal holidays in the locality in which the work is to be performed, as ascertained and determined, pursuant to applicable State law, by the Director of Industrial Relations, the schedule therefore being available for review for said work.

The Project is a public work. Therefore, the prime contractor and all subcontractors for the Project must be registered with the California Department of Industrial Relations pursuant to the provisions of Labor Code Section 1725.5 in order to be qualified to bid on, be listed in a bid proposal, or engage in the performance of any work under the Contract for the Project. A bid shall not be accepted nor any contract or subcontract be entered into without proof of the contractor or subcontractor's current registration to perform public work pursuant to Labor Code Section 1725.5. The undersigned Bidder hereby certifies that she/he/it is registered pursuant to that Section.

Pursuant to Labor Code Section 1771.4, the Project is subject to compliance monitoring and enforcement by the Department of Industrial Relations. The prime contractor shall post jobsite notices as prescribed by regulation and the prime contractor and each subcontractor shall furnish the records specified in Labor Code Section 1776 directly to the Labor Commissioner as specified in said Section 1771.4. Pursuant to Labor Code Section 1773.3, the Authority shall provide notice to the Department of Industrial Relations of the award of the contract for the Project within five days of the award. Bidders shall notify the Authority of the labor trade classifications used, as outlined in Section 00 52 00-7., **PREVAILING WAGE.**

The representations made herein, including the bidder's licensing and registration information hereinafter furnished, are made under penalty of perjury. The undersigned understands that any bid not containing said licensing information and registration, or containing any information which is subsequently proven false, may be considered non-responsive and may be rejected by Silicon Valley Clean Water.

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Contractor: _____
(Print or Type Contractor's Legal Name)

Signature: _____

Signed By: _____
(Print or Type Name)

Title: _____

Date: _____

Contractor's License No. _____

License Classification: _____

Expiration Date: _____

Registration No. _____

Address _____

Telephone Number: _____

Email: _____

*** END OF SECTION ***

SECTION 00 43 00

**SITE VISIT AFFIDAVIT
TO BE EXECUTED
BY BIDDER, NOTARIZED AND SUBMITTED WITH BID**

(To Accompany Quote)

State of California)
) ss.
County of _____)

_____, being first duly sworn, deposes and says that he or she is
(Contractor's Authorized Representative

_____ of _____
(Title of Representative) (Contractor's Legal Name)

the party making the foregoing Bid, has visited the Project site as described in the Contract Documents and has examined and familiarized themselves with the existing conditions as well as all other conditions relating to the construction which will be performed. The submitting of a Bid shall be considered an acknowledgment on the part of the Bidder of familiarity with conditions at the site of the Work and that the site examination has provided adequate and sufficient information related to existing conditions which may affect cost, progress or performance of the Work.

Signature of Authorized Representative

Type/Print Name of Bidder

Type/Print Representative's Name

Type/Print Title

Date

(Certificate of Acknowledgment to be executed by Notary on following page)

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SECTION 00 43 36

DESIGNATION OF SUBCONTRACTORS

(To Accompany Quote)

The Contractor shall set forth below (a) the name and the location of the place of business of each subcontractor who will perform Work or labor, fabricate a portion of the work or improvement according to detailed drawings in the Project plans, or render service to the Contractor in or about the construction of the Work in an amount in excess of one-half of one (1/2) percent of the Contractor's total Bid or ten thousand dollars (\$10,000), whichever is greater; (b) the portion of the work which will be done by each such subcontractor; and (c) the subcontractor license number. If the Contractor fails to specify a subcontractor for any portion of the Work as above stated, the Contractor agrees to perform that work itself. In accordance with California Public Contract Code, Section 4100 et.seq, as amended, the following is submitted concerning subcontractors:

1. **Subcontractor Name:** _____
Business Location/Address: _____

Description of work to be Performed: _____
California Contractor License Number: _____
Public Works Contractor Registration Number: _____

2. **Subcontractor Name:** _____
Business Location/Address: _____

Description of work to be Performed: _____
California Contractor License Number: _____
Public Works Contractor Registration Number: _____

3. **Subcontractor Name:** _____
Business Location/Address: _____

Description of work to be Performed: _____
California Contractor License Number: _____
Public Works Contractor Registration Number: _____

4. **Subcontractor Name:** _____
Business Location/Address: _____

Description of work to be Performed: _____
California Contractor License Number: _____

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Public Works Contractor Registration Number: _____

5. Subcontractor Name: _____

Business Location/Address: _____

Description of work to be Performed: _____

California Contractor License Number: _____

Public Works Contractor Registration Number: _____

The selected Contractor may not substitute a subcontractor listed in the original quote, except otherwise approved by the Authority per Public Contract Code, Section 4107. The selected Contractor may not subcontract any portion of the work in excess of one-half of 1 percent of the Contractor's total quote as to which his or her original quote did not designate a subcontractor, other than in the performance of Contract Change Orders.

*****END OF SECTION *****

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Note to Specification Preparer : Confirm with SVCW to determine whether this Section should be included. If it is to be included, unshade Section 00 43 00 in the Table of Contents and include Section 00 43 00 in the Bidder's Checklist provided in Section 00 11 13. Delete this note during Specification development.

SECTION 00 45 19

**NONCOLLUSION DECLARATION
TO BE EXECUTED BY BIDDER AND SUBMITTED WITH BID
(To Accompany Quote)**

State of California)
) ss.
County of _____)

The undersigned declares:

I am the _____ of _____, the party making the foregoing bid. The bid is not made in the interest of, or on behalf of, any undisclosed person, partnership, company, association, organization, or corporation. The bid is genuine and not collusive or sham. The bidder has not directly or indirectly induced or solicited any other bidder to put in a false or sham bid. The bidder has not directly or indirectly colluded, conspired, connived, or agreed with any bidder or anyone else to put in a sham bid, or to refrain from bidding. The bidder has not in any manner, directly or indirectly, sought by agreement, communication, or conference with anyone to fix the bid price of the bidder or any other bidder, or to fix any overhead, profit, or cost element of the bid price, or of that of any other bidder. All statements contained in the bid are true. The bidder has not, directly or indirectly, submitted his or her bid price or any breakdown thereof, or the contents thereof, or divulged information or data relative thereto, to any corporation, partnership, company, association, organization, bid depository, or to any member or agent thereof, to effectuate a collusive or sham bid, and has not paid, and will not pay, any person or entity for such purpose. Any person executing this declaration on behalf of a bidder that is a corporation, partnership, joint venture, limited liability company, limited liability partnership, or any other entity, hereby represents that he or she has full power to execute, and does execute, this declaration on behalf of the bidder. I declare under penalty of perjury under the laws of the State of California that the foregoing is true and correct and that this declaration is executed on _____[date], at _____[city], ___[state]."

Signature of Authorized Representative

Type/Print Name of Bidder

Type/Print Representative's Name

Type/Print Title

Date

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SECTION 00 45 22

SAFETY COMPLIANCE AFFIDAVIT
(To Accompany Quote)

The Contractor hereby acknowledges Authority concerns regarding safety at its facility and at the Project worksite. The Contractor shall conduct its operations to eliminate or reduce hazards and risks associated with Contractor's activities, to prevent accidents and injuries, and to prevent property damages. Therefore, strict compliance with all of the most current safety, health and environmental regulations (federal, state and local) is required. Non-compliance with these regulations may result in suspension or termination of work in progress.

The Contractor's Safety Programs must accomplish the foregoing objectives. The Contractor certifies that its Safety Programs comply and will satisfy these requirements. The Contractor also certifies that each Subcontractor and Sub-subcontractors and other parties with which it has agreements to perform work on the Project worksite will also comply and will satisfy these requirements.

The mandatory (and other) Contractor Safety Programs are delineated in Part A of the attached Contractor Safety Operations Requirements. As noted in Part B, hard hat and safety glasses are required at all times on the work site. The Authority reserves the right to dismiss workers from the site that violate this rule. The Contractor further certifies that it can furnish satisfactory evidence of compliance. The Contractor acknowledges that it shall submit completed sections A, B, C, and D to the Authority within thirty (30) calendar days of Notice of Award.

The Contractor further acknowledges that its Subcontractors and Sub-subcontractors will provide all Safety Compliance documents in accordance with Specification Section 00 11 13 and Specification Section 00 45 22 prior to the Subcontractor or Sub-subcontractor commencing work at the site.

Note to Specification Preparer: If the bid process is conducted while COVID-19 restrictions are in place, unshade the sentence below. Otherwise, delete the shaded sentence below. Delete this note during specification development.

The Contractor and its Subcontractors shall meet with the SVCW Director of Safety within twenty (20) calendar days of NTP to become oriented with SVCW's standard safety and emergency procedures. This will include a review of all COVID-19 orders, health screenings, and separation protocols implemented by SVCW that require compliance from the Contractor.

Signature of Authorized Representative

Type/Print Name of Bidder

Type/Print Representative's Name

Type/Print Title

Date

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CONTRACTOR'S SAFETY OPERATIONS REQUIREMENTS

PARTS A, B, C, AND D SHALL BE SUBMITTED TO THE AUTHORITY (ATTN: SVCW SAFETY DIRECTOR) WITHIN THIRTY (30) CALENDAR DAYS OF NOTICE OF AWARD.

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PART A - Safety Programs

Please indicate below whether your firm has the following written safety programs. If any of the programs listed do not apply to your operations or this project, please make note of this in the "Comments" column. Include any information that you think would be helpful to us in making this assessment. Those programs that are indicated as mandatory must be available for review before commencing work on this project. Other safety programs may be requested if it is later determined that they are applicable to the Project, and as such, must be made available for review upon request.

Program		Reference Note	Do you have a written program?		Program meets Cal/OSHA Criteria		Sub will provide	Have project employees been trained?		Is the training documented?		Comments
			Yes	No	Yes	No		Yes	No	Yes	No	
Mandatory												
YES	Injury and Illness Prevention											
YES	Hazard Communication	1										
YES	Confined Space Operations	2										
	Respiratory Protection	3										
	Emergency Response	4										
	Hearing Conservation	5										
YES	Lockout/Tagout	6										
YES	New Employee Orientation											
YES	Excavation Safety											
YES	Code of Safe Practices	7										
YES	Personal Protective Equipment	8										
	Drugs/Alcohol											
	Traffic Control Safety											
	Fall Prevention Plan*	9										
	Hot Work Program	10										
	Crane Safety	11										
	Powered Industrial Truck	12										

*If conventional fall protection measures cannot be used.

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Reference Notes

1. **Hazard Communication:** Contractor has a Hazard Communication/Employee Right-To-Know Program that meets the requirements of Title 8 of the California Code of Regulations (8 CCR), 5194 (29 CFR, Part 1910.1200). At a minimum the program includes a written Hazard Communication Program, the availability of a SDS for each hazardous material used by employees (copies must be available on site for any materials used at the Plant), proper labeling of all hazardous substances, and training of all employees related to the regulation.
2. **Confined Space Operations:** Contractor has a Permit Required Confined Space entry program that meets or exceeds the requirements of 8 CCR, 5157 (29 CFR, Part 1910.146). This program includes a written Permit Required Confined Space Plan and training of affected staff including having qualified Rescue Team personnel and required equipment on the site during all confined space entries.
3. **Respiratory Protection:** Contractor has a Respiratory Protection Program that meets or exceeds the requirements of 8 CCR, Section 5144 (Title 29 of the Code of Federal Regulations (CFR), Part 1910.134). This program includes a written Respiratory Protection Plan, annual training of involved personnel, medical monitoring of personnel, annual fit testing for the type of mask that is expected to be worn, and an inspection/maintenance program for respiratory protection equipment.
4. **Emergency Response:** Contractor has a CPR/First Aid program which adheres to one or more of the following regulations, whichever is warranted: 8 CCR 3400, 8 CCR 1512 (29 CFR, Subpart K).
5. **Hearing Conservation:** Contractor has an appropriate Hearing Protection and/or Hearing Conservation Program meeting or exceeding the requirements of 8 CCR 5095 or 1521. At minimum, our employees receive appropriate hearing protection and training as required.
6. **Lockout/Tagout:** Contractor has a Lock Out/Tag Out program that meets or exceeds the requirements of 8 CCR, 3114 (29 CFR, Part 1910.147). The required elements of this program include training of affected and involved personnel, written procedures, and the issuance of individual locks and tags.
7. **Code of Safe Practices:** Contractor has an appropriate Code of Safe Practices (or Site Safety Plan) meeting or exceeding the requirements of 8 CCR, Sections 3203 and 1509.
8. **Personal Protective Equipment:** Contractor has qualified personnel and written guidelines for selecting the appropriate PPE: safety shoes compliant with Cal-OSHA/ANSI standards (ANSI Z41-1991), Hard hats meeting Cal-OSHA/ANSI standards Z89.1-1969, and eye protection meeting Cal-OSHA/ANSI Z87.1, 1989. Additionally, when required, respiratory protective equipment, chemical resistive gloves, boots and body covering that has been tested according to current revision of ASTM F 739 and is suitable for used in the following environment(s) and situations:
 - a. Strong Acidic/Alkaline/Corrosive
 - b. Odorous/Ammonia/Hydrogen Sulfide
 - c. Oxygen Depleted
 - d. Elevated Temperature/Thermal
 - e. Chlorine
 - f. SO2/SO3
 - g. Other _____
9. **Fall Prevention Plan:** Contractor has an Elevated Work Program that complies with the various aspects of 8 CCR Article 24. Compliance with these programs would include training, written procedures, and equipment inspection and maintenance whenever work exposes and employee to a fall of six (6) feet or more.
10. **Hot Work Program:** Contractor has a Hot Work program that ensures compliance with 8 CCR 6777 (29 CFR 1910.119(k)). Compliance with these programs will include training of the hazards, use of fire extinguishers and annual certification, and the use of a Hot Work Permitting system.
11. **Crane Safety:** Contractor has a Crane safety program meeting or exceeding the requirements found in 8 CCR, Group 13 of the General Industry Safety Orders (29 CFR, Part 1910, Subpart N).
12. **Powered Industrial Truck:** Contractor has a Powered Vehicle safety program meeting or exceeding the requirements of 8 CCR 3668 (29 CFR, Part 1910.178). Compliance with this program requires training and certification on a maximum 3-year interval.

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PART B - Safety Equipment - Identify what safety equipment will be available and used for this project.

Type	Description/Comments
<input type="checkbox"/> Gas detectors	
<input type="checkbox"/> Ventilation equipment	
<input type="checkbox"/> Approved harnesses and lanyards	
<input type="checkbox"/> Mechanical hoists	
<input type="checkbox"/> Fire extinguishers	
<input type="checkbox"/> First aid kits	
<input type="checkbox"/> Respirators	
<input checked="" type="checkbox"/> Hard hats	Mandatory SVCW Requirement
<input type="checkbox"/> Hearing protectors	
<input checked="" type="checkbox"/> Safety goggles	Mandatory SVCW Requirement
<input checked="" type="checkbox"/> Safety toed footwear	Mandatory SVCW Requirement
<input type="checkbox"/> Hand protection	
<input type="checkbox"/> Fall protection	
<input type="checkbox"/>	
<input type="checkbox"/>	

PART C - Specialized Training and Certification - Identify the areas of specialized training or certification that will have been completed by employees who will be assigned to this project. Be prepared to provide documentation as requested.

<input type="checkbox"/>	CPR/first aid	<input type="checkbox"/>	Confined space operations and rescue	<input type="checkbox"/>	Scaffolding
<input type="checkbox"/>	Fork lift operation	<input type="checkbox"/>	Respirators <input type="checkbox"/> Air-Supplying <input type="checkbox"/> Air-Purifying	<input type="checkbox"/>	Flagging
<input type="checkbox"/>	Cranes/hoists operation	<input type="checkbox"/>	Trenching and shoring competent person	<input type="checkbox"/>	
<input type="checkbox"/>	Heavy equipment operation	<input type="checkbox"/>	Welding	<input type="checkbox"/>	

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[]	Powder-actuated tools use	[]	Asbestos abatement	[]	
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PART D - Jobsite Safety Practices

1. Name of person who will have responsibility for jobsite safety?

2. Who will be responsible for conducting and documenting accident investigations? Does your company perform near-miss investigations? Please provide sample copy of investigation forms.

3. How often are jobsite safety audits or inspections performed, and by whom?

4. Does the person who is responsible for jobsite safety have authority to take immediate action to correct unsafe conditions of work practices?

5. How often are jobsite tailgate or toolbox safety meetings held?

6. Briefly describe how you will ensure that workers comply with our safety programs and Cal/OSHA requirements?

7. Please list any Cal/OSHA citations and penalties you have received in the last three years.

8. Have there been any on-the-job fatalities in the last five years? If yes, please explain.

9. Does your company have a safety incentive program? If yes, please explain.

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PART E: Evaluation Worksheet

(FOR USE BY THE AUTHORITY ONLY)

Company Name _____

Contact Person _____

Item	Program is Mandatory	Contractor has Written Program	Contractor States Program meets Cal/OSHA Criteria	Comments
PART A: Safety Programs				
Injury and Illness Protection	Yes			
Hazard Communication	Yes			
Confined Space Operations	Yes			
Lockout /Tagout	Yes			
New Employee Orientation	Yes			
Personal Protective Equipment	Yes			
Excavation Safety	Yes			
Code of Safe Practices	Yes			
Other Programs				
PART B: Safety Equipment				
PART C: Training and Certifications				
PART D: Jobsite Safety Practices				
Responsible Person Named				
Accident Investigations				
Worksite Safety Inspections				
Safety Meetings				
Compliance With Safety Requirements				
Cal/OSHA Citations/Penalties				
Fatalities				
Safety Incentives				

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SECTION 00 52 00

**AGREEMENT
(Project Name and CIP#)**

THIS AGREEMENT, made and entered into in duplicate originals this _____ day of _____, _____, by and between SILICON VALLEY CLEAN WATER, a public agency (Authority), and _____, (Contractor).

WITNESSETH:

WHEREAS, Contractor has been awarded the contract for Authority's Project entitled, "**Project Name**;" and

WHEREAS, Contractor agrees that it shall perform the Contract in accordance with the terms and conditions hereinafter set forth;

NOW, THEREFORE, the parties hereto agree as follows:

1. PERFORMANCE OF WORK. Unless otherwise specified, the Contractor shall provide all necessary labor, supervision, services, materials, supplies, tools and equipment to complete the work described in the provisions of the Project specific Plans and Specifications, Agreement, the bid documents and attachments thereto, including all pertinent Sections of said documents (collectively, "Contract Documents") all of which are incorporated by this reference. All work shall be subject to the approval of the Authority or its authorized representative. Work shall be done in the best workmanship manner, conforming strictly to the provisions of the Contract Documents. The Contractor shall execute the work so as to minimize shutdowns, if any, of the Authority's operations. Any such shutdowns shall be scheduled with and approved by the Authority. All materials shall be suitable for the purpose intended and shall be new unless otherwise specified. The Contractor shall continuously keep the premises free from accumulations of waste material and rubbish resulting from construction operations. Prior to Project completion, all surplus material shall be removed and the premises cleaned to the Authority's satisfaction.

2. TIME OF COMPLETION. Time is of the essence. Work shall be started and performed in accordance with the terms hereof and any applicable specifications and shall be completed on or before the date specified. Substantial Completion of this Project shall be completed within _____ (words) _____ (numbers) consecutive calendar days from the date established in the Notice to Proceed for the commencement of Contract Time.

3. PRICE, PAYMENT AND DAMAGES FOR DELAY. In consideration of the mutual covenants and agreements herein contained and to be performed, Contractor hereby agrees to complete the Work of the Project in accordance with the terms and conditions as provided for in Section 00 41 00, **BID FORM**, and other appropriate provisions set forth in the Contract Documents for the lump sum price of _____

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Dollars, (\$_____)). Payments shall be made to Contractor in accordance with the provisions of the Contract Documents.

Unless otherwise specified, the price specified in the Bid shall be a lump sum fixed price and include all taxes. Payment by the Authority shall in no way mean or be construed as approval of the work performed by the Contractor. Final payment shall be made within sixty (60) days after completion of all work, receipt of requested supporting information and a final invoice. Upon request, the Contractor shall provide, prior to final payment, an affidavit that all bills for labor, materials and subcontracted work incorporated into the Project have been paid and shall submit a certificate relinquishing any and all claims or right of lien related to this Project.

For the period of time that any portion of the work remains unfinished after the time fixed for completion in Item 2, TIME OF COMPLETION, as modified by extensions of time granted by the Authority, it is understood and agreed by the Contractor and the Authority that the Contractor shall pay the Authority state LDs in words, and numbers \$x,xxx per calendar day liquidated damages.

4. CONTRACTOR'S LICENSE. Contractor specifically certifies that it has the appropriate California Contractor license for the work to be completed. Upon the Authority's request, the Contractor shall immediately provide a certified copy of the Contractor's license.

5. SAFETY. The Contractor shall be solely and completely responsible for conditions on the job site, including the safety of all persons and property during performance of the work. The Contractor shall conform to all Federal, State, and local safety laws, ordinances, codes, and regulations. All safety equipment, including sheeting and shoring, shall be the Contractor's responsibility. These requirements shall apply continuously, and not be limited to normal working hours.

6. COMPLIANCE WITH LAW. In the performance of this Contract, the Contractor shall comply with all applicable Federal, State, and local laws, rules and regulations.

The Project is a "public work" as defined in Labor Code Section 1720. Therefore, Contractor and all subcontractors for the Project must be registered with the California Department of Industrial Relations pursuant to the provisions of Labor Code Section 1725.5 in order to be qualified to bid on, be listed in a bid proposal, or engage in the performance of any work under the Contract for the Project. A bid shall not be accepted nor any contract or subcontract be entered into without proof of the contractor or subcontractor's current registration to perform public work pursuant to Labor Code Section 1725.5. Contractor hereby certifies that Contractor is registered pursuant to that Section.

Pursuant to Labor Code Section 1771.4, the Project is subject to compliance monitoring and enforcement by the Department of Industrial Relations. Contractor shall post jobsite notices as prescribed by regulation and each subcontractor shall furnish the records specified in Labor Code Section 1776 directly to the Labor Commissioner as specified in said Section 1771.4. Pursuant to Labor Code Section 1773.3, the Authority shall provide notice to the Department of Industrial Relations of the award of the contract for the Project within five days of the award.

Contractor and each subcontractor shall keep accurate payroll records, showing the name, address, social security number, work classification, straight time and overtime hours worked each day and week, and the actual per diem wages paid to each journeyman, apprentice, worker, or other employee employed by him or her in connection with the Project in accordance

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with Labor Code Section 1776. Reference is hereby made to that Section for the full particulars thereof and Contractor hereby agrees to comply therewith.

7. PREVAILING WAGE. The Contractor agrees to pay all employees, workers, mechanics and laborers on this Project a salary or wage no less than the general prevailing wage or per diem wages. Wage rates are available from the Authority. The Contractor will submit Appendix 4, DIR Database Labor Trade Classifications, twenty (20) days after Notice of Award.

8. APPRENTICES. The Contractor shall comply with Labor Code Section 1777.5 regarding employment of apprentices on public works.

9. PERMITS AND LICENSES. The Contractor shall give all notices and shall procure, pay for and abide by all permits and licenses that may be required to commence, execute and complete the work.

10. CHANGES. The Authority shall have the right to make changes as to the nature and extent of the work required by this Agreement by means of a written directive to the Contractor. In accordance with California Public Contract Code Division 2, Part 1, Chapter 7, Section 7104, the Contractor shall notify the Authority immediately and in writing prior to disturbing unforeseen conditions that the Contractor believes may be a hazardous waste or other conditions that necessitate an adjustment to price or Project completion time. Unforeseen conditions may include: the need for handling and disposal of hazardous waste as defined in Section 25117 of the Health and Safety Code that is required to be removed to a Class I, Class II, or Class III disposal site; subsurface or latent physical conditions differing from those indicated; or unusual site conditions that differ significantly from those normally recognized as inherent in work of the character described in this order. Following notification, the Authority will promptly investigate conditions. If the Authority finds that conditions materially differ or involve hazardous waste that cause a difference in Contractor's cost, completion time, or performance, the Authority and Contractor shall negotiate an adjustment to the contract price. Failure to agree upon an adjustment shall not excuse the Contractor from its performance of the work hereunder, as changed by the Authority. Resolution of construction claims shall be in accordance with California Public Contract Code Article 1.5. Section 20104.

11. BOND REQUIREMENTS. If a Performance Bond and/or a Payment Bond are/is required under the Contract Documents for this Project, they shall be in the form described in Sections 00 61 13.13 and 00 61 13.16 of the Contract Documents and the costs thereof included in the Contractor's bid. If requested separately from the Contract Documents for the Project, the Contractor shall file payment and performance bonds with the Authority which shall be in a form and under terms acceptable to the Authority and in a sum of not less than one hundred percent of the Contract Amount. The costs for bonds requested separately from this bid shall be reimbursed to the Contractor by the Authority.

12. GUARANTY. The Contractor guarantees for a period of one (1) year from the date of acceptance of the Project by the Authority that all work performed hereunder shall be free from defects of workmanship and material. The Contractor agrees to indemnify the Authority against all losses or damages arising during such period out of or in connection with any such defect(s) and agrees, on notice from the Authority, to promptly remedy any such defect(s) at the Contractor's sole expense. The Authority may require that the work be done by another party at the Contractor's expense if the Contractor fails to take prompt remedial actions five (5) days after receipt of notice.

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13. TERMINATION. The Authority may terminate this Contract wholly or in part without prejudice to any other remedy after two (2) days' written notice to the Contractor if the Contractor fails to make progress so as to insure completion of the Project by the completion date specified herein, fails to comply with any provision of this Agreement or becomes insolvent or commits an act of bankruptcy. The Authority may perform the terminated portion of the work or may have the same performed by another party at the Contractor's expense.

14. ENTIRE AGREEMENT AND ASSIGNMENT. The Contractor shall not assign this Agreement or any of its obligations or any sum due or to become due under this Agreement without prior written approval of the Authority nor shall the Contractor subcontract any of the work hereunder without such approval. This Agreement and all other of the Contract Documents constitute the entire agreement between the Authority and the Contractor, superseding any previous agreement or understanding. Should any inconsistency occur between the Contractor's bid or any terms and conditions submitted with the bid, or in any other form submitted by the Contractor, this Agreement and all of the other Contract Documents shall prevail. Performance of any part of the work hereunder constitutes acceptance of all terms and conditions of this Agreement and all of the other Contract Documents, irrespective of whether or not the Contractor has expressly acknowledged such terms and conditions.

Note to Specification Preparer: If this project may require counterpart signatures on the executed Contract, unshade the following paragraph. If not, delete the paragraph. Delete this note during specification development.

15. COUNTERPART SIGNATURES. This Agreement may be executed in one or more counterparts, each of which when executed and delivered shall be an original, and all of which when executed and delivered shall constitute one Agreement. The counterparts of this Agreement must be manually executed, but the exchange of copies of this Agreement and of manually executed signature pages by facsimile or by electronic mail as an attachment in portable document format (.pdf) to the addresses provided in this Agreement shall constitute effective delivery of this Agreement as to the Parties and may be used as a fully binding original in lieu of the original Agreement for all purposes.

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IN WITNESS WHEREOF, the parties hereto have executed this Agreement this _____ day of _____, 20____.

CONTRACTOR

Contractor: _____
(Print or Type Contractor's Legal Name)

Signature: _____

Signed By: _____
(Print or Type Name)

Title: _____

SILICON VALLEY CLEAN WATER

By: _____
(Over \$50k, Commission Chair; Under \$50k,

Manager)

ATTEST:

By: _____
Secretary

***** END OF SECTION *****

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Note to Specification Preparer: Determine if this Section 00 61 13.13 is necessary for the Project. If not, delete from the project specifications and list "NOT USED" in the Table of Contents. Delete this note during specification development.

SECTION 00 61 13.13

BOND OF FAITHFUL PERFORMANCE

KNOW ALL PERSONS BY THESE PRESENTS: that, WHEREAS, the Commission of Silicon Valley Clean Water, a public entity located in San Mateo County, State of California, has awarded to _____, hereinafter designated the "Principal", a Contract for constructing

(Project Name and CIP#)

WHEREAS, the Principal is required under the terms of the Contract to furnish a bond for the faithful performance of said Contract:

NOW, THEREFORE, we, the Principal and _____, as Surety, are held and firmly bound unto Silicon Valley Clean Water in the penal sum of (\$ _____), lawful money of the United States of America, being not less than one hundred (100) percent of the Contract Amount, for the payment of which sum well and truly to be made, we bind ourselves, our heirs, executors, administrators and successors, jointly and severally, firmly by these presents.

THE CONDITION OF THIS OBLIGATION IS SUCH, that if the above bounded Principal, his/her or its heirs, executors, administrators, successors, transferees or assigns, shall in all things stand to and abide by, and well and truly keep and faithfully perform the covenants, conditions, and agreements of said Contract and any alterations made as therein provided on the Principal's part to be kept and performed at the time and in the manner therein specified, and in all respects according to their true intent and meaning, and shall indemnify and save harmless Silicon Valley Clean Water, its officers employees and agents, as therein stipulated, then this obligation shall become null and void; otherwise it shall be and remain in full force and effect.

As a condition precedent to the satisfactory completion of the said Contract, the above obligation in the amount of _____ Dollars, (\$ _____), being not less than one hundred (100) percent of the Contract Amount, shall hold good for a period of one (1) year after the completion and Acceptance of the said Work, during which time if the above bounded Principal, his/her or its heirs, executors, administrators, successors transferees or assigns shall fail to make full, complete and satisfactory repair and replacements or totally to protect Silicon Valley Clean Water from loss or damage made evident during said period of one (1) year from the date of Acceptance of said Work, and resulting from or caused by defective materials or faulty workmanship in the prosecution of the work done, the above obligation in said sum of _____

_____ Dollars, (\$ _____), shall remain in full force and effect, otherwise the above obligation shall be void.

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Further, the Surety, for value received, hereby stipulates and agrees that no change, extension of time, alteration or addition to the terms of the Contract or to the Work to be performed thereunder or the Specifications accompanying the same shall in any wise affect its obligations on this bond; and it does hereby waive notice of any such change, extension of time, alteration or addition to the terms of the Contract, or to the Work, or to the Contract Documents.

In the event Silicon Valley Clean Water, or its successors or assigns, shall be the prevailing party in an action brought upon this bond, then in addition to the penal sum hereinabove specified, Principal and Surety, jointly and severally, agree to pay to Silicon Valley Clean Water or its successors or assigns, a reasonable sum on account of its attorney's fees incurred in such action, which sum shall be fixed by the court.

IN WITNESS WHEREOF, the above bounded parties have executed this instrument under their seals this _____ day of 20____, the name and corporate seal of each corporate party being hereto affixed and these presents duly signed by its undersigned representative pursuant to authority of its governing body.

Principal

Name

Title

Signature

(SEAL)

Surety

Name

Title

Signature

(SEAL)

Surety shall have an AM Best rating of A:VII, or better.

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SECTION 00 61 13.16

PAYMENT BOND

KNOW ALL PERSONS BY THESE PRESENTS: that, WHEREAS, the Commission of Silicon Valley Clean Water, a public entity located in San Mateo County, State of California, has awarded to _____, hereinafter designated as "Principal", a Contract for construction of:

(Project Name and CIP #)

WHEREAS, the Principal is required to furnish a bond in connection with said Contract, providing that if said Principal, or any of it or its subcontractors, shall fail to pay for any materials, provisions, or other supplies or teams used in, upon, for or about the performance of the Work contracted to be done, or for any work or labor thereon of any kind, the Surety of this bond will pay the same to the extent hereinafter set forth:

NOW, THEREFORE, we, the Principal and _____, as Surety, are held and firmly bound unto Silicon Valley Clean Water in the penal sum _____ Dollars, (\$ _____), lawful money of the United States of America, being not less than one hundred (100) percent of the Contract Amount, for the payment of which sum well and truly to be made, we bind ourselves, our heirs, executors, administrators and successors, jointly and severally, firmly by these presents.

THE CONDITION OF THIS OBLIGATION IS SUCH, that if said Principal, his/her or its heirs, executors, administrators, successors, transferees or assigns, shall fail to pay for any materials, provisions, or other supplies or teams used in, upon, for or about the performance of the work contracted to be done, or for any work or labor thereon of any kind, as required by the provisions of Act of the Legislature of the State of California entitled "An Act to secure the payment of persons who furnished materials, contractors in the performance of such work and prescribing the duties of certain public officers with respect thereto", approved May 10, 1919, as amended, (Calif. Civil Code Sec. 9550, et seq.), and provided that the persons, companies, or corporations so furnishing said materials, provisions, or other supplies, teams, appliances, or power to be used in, upon for, or about the performance of the work contracted to be executed or performed, or any person, power for or contributing to said Work to be done, or any person who performs work or labor upon same, or any person who supplies both work and materials therefor, shall have complied with the provisions of said Act, then said Surety will pay the same in or to any amount not exceeding the amount herein above set forth, and also will pay in case suit is brought upon this bond, such reasonable attorney's fee as shall be fixed by the court, awarded and taxed as in the above-mentioned statute provided.

This bond shall inure to the benefit of any and all persons, companies and corporations entitled to file claims under said Act, so as to give a right of action to them or their assigns in any suit brought upon this bond.

And the said Surety, for value received, hereby stipulates and agrees that no change, extension of time, alteration or addition to the terms of the Contract, or to the work to be performed thereunder, or the Specifications accompanying the same shall in any wise affect its obligations on this bond; and it does hereby waive notice of any such change, extension of

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time, alteration or addition to the terms of the Contract, or to the Work, or to the Contract Documents.

IN WITNESS WHEREOF, the above bounded parties have executed this instrument under their seals this ____ day of _____ 20_____, the name and corporate seal of each corporate party being hereto affixed and these presents duly signed by its undersigned representative, pursuant to authority of its governing body.

Principal

Name

Title

Signature

(SEAL)

Surety

Name

Title

Signature

(SEAL)

Surety shall have an AM Best rating of A:VII, or better.

***** END OF SECTION *****

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SECTION 00 62 16.11

COMMERCIAL GENERAL LIABILITY INSURANCE ENDORSEMENT

INSURER: ISO FORM CG 20 01 04 13: (MODIFIED)

POLICY NUMBER: COMMERCIAL GENERAL LIABILITY

THIS ENDORSEMENT CHANGES THE POLICY, PLEASE READ IT CAREFULLY.

**ADDITIONAL INSURED — OWNERS, LESSEES OR
CONTRACTORS (FORM B)**

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART.

SCHEDULE. Silicon Valley Clean Water, its governing Commission, officers, employees, agents and consultants including, without limitation, the Design Consultant, Construction Manager and said consultants' respective officers, partners, employees and agents and the Cities of Belmont, San Carlos and Redwood City and the West Bay Sanitary District and their respective governing bodies, officers, employees and agents.

WHO IS AN INSURED. (Section II) is amended to include as Insureds the persons or organizations set forth in the Schedule, but only with regard to damages and defense of claims arising from: (a) activities performed by or on behalf of the Insureds, (b) products and completed operations of the Insured, or (c) premises owned, leased or used by the Insured.

Modifications to ISO form CG 20 01 04 13:

1. The insured scheduled above includes the Insured's officers, officials, partners, employees agents and consultants.
2. This insurance shall be primary as respects the Insureds described in the schedule above, or if excess, shall stand in an unbroken chain of coverage excess of the Insureds' scheduled underlying primary coverage. In either event, any other insurance maintained by the Insureds scheduled above shall be in excess of this insurance and shall not be called upon to contribute with it.
3. CONTRIBUTION NOT REQUIRED. As respects: (a) work performed by the Named Insured for or on behalf of the Authority; or (b) products sold by the Named Insured to the Authority; or (c) premises leased by the Named Insured from the Authority, the insurance afforded by this policy shall be primary insurance as respects the Insureds set forth in the above Schedule; or stand in an unbroken chain of coverage excess of the said Insureds' scheduled underlying primary coverage. In either event, any other insurance maintained by the Insureds set forth in the above Schedule shall be excess of this insurance and shall not contribute with it.
4. The insurance afforded by this policy shall not be canceled except after thirty (30) days' prior written notice by certified mail return receipt requested has been given to the Entity.
5. SEVERABILITY OF INTEREST. The insurance afforded by this policy applies separately to each Insured who is seeking coverage or against whom a claim is made or a suit is brought, except with respect to the Company's limit of liability.

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- 6. PROVISIONS REGARDING THE INSUREDS' DUTIES AFTER ACCIDENT OR LOSS. Any failure to comply with reporting provisions of the policy shall not affect coverage provided to the Insureds listed in the above Schedule.
- 7. Coverage shall not extend to any indemnity coverage for the active negligence of the Insureds listed in the above Schedule in any case where an agreement to indemnify the said Insureds would be invalid under Subdivision (b) of Section 2782 of the California Civil Code.

Signature-Authorized Representative

Address

Telephone Number

CG 20 10 11 85 Insurance Services Office, Inc. Form (Modified)
Note: ORGANIZATION or ENTITY on this form shall refer to SILICON VALLEY CLEAN WATER (SVCW, or the AUTHORITY).

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SECTION 00 73 16

INSURANCE AND INDEMNITY

1.0 CONTRACTOR PROVIDED INSURANCE

The Contractor shall not commence any work on the Project until it obtains, at its own expense, all required insurance. Such insurance shall comply with the Authority's requirements as to limit, form, and amount. The Contractor shall not permit any subcontractor to commence work on the Project until the same insurance requirements have been met by such subcontractor. The Contractor shall furnish the Authority with original certificates and amendatory endorsements evidencing coverage required by this Section within twenty (20) days of Notice of Award. All certificates and endorsements must be received and approved by the Authority before work commences.

Any deductibles or self-insured retentions must be declared to, and approved by, the Authority. At the option of the Authority, either: (1) The insurer shall reduce or eliminate such deductibles or self-insured retentions as respects the below-listed Additional Insureds or (2) the Contractor shall provide a financial guarantee satisfactory to the Authority guaranteeing payment of losses and related investigations, claim administration and defense expenses.

Companies providing insurance hereunder shall be admitted in the State of California or be permitted to do business under the Surplus Line Law of the State of California.

Contractors shall include all costs for insurance in their Bids.

Nothing contained in these insurance requirements is to be construed as limiting the extent of the Contractor's responsibility for payment of damages resulting from its operations under this Contract. Coverage required hereunder shall operate as Primary insurance.

Each insurance policy required by this section shall be endorsed to state that coverage shall not be canceled or reduced in amount, except after thirty (30) days' prior written notice to the Authority by certified mail, return receipt requested.

The Contractor shall take out, pay for and maintain throughout the duration of this Contract the insurance coverages required by this Section.

2.0 COMMERCIAL GENERAL LIABILITY, AUTOMOBILE LIABILITY AND EMPLOYER'S LIABILITY INSURANCE

This insurance shall protect the Contractor from claims for bodily injury and property damage which may arise because of the nature of the work or from operations under this Contract. The Commercial General Liability Insurance shall be maintained for five (5) years after final completion and shall provide coverage on an occurrence basis.

2.1 ADDITIONAL INSUREDS - This policy of insurance shall name the Silicon Valley Clean Water, its governing Commission, officers, employees, agents and consultants

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including, without limitation, the Design Consultant and Construction Manager, and said consultants' respective officers, partners, employees and agents and the Cities of Belmont, San Carlos and Redwood City and the West Bay Sanitary District and their respective governing bodies, officers, employees and agents (collectively, "Additional Insureds") as additional insureds with respect to liability arising out of automobiles owned, leased, hired or borrowed by or on behalf of the Contractor; and with respect to liability arising out of work or operations performed by or on behalf of the Contractor, including materials, parts or equipment furnished in connection with such work or operations. This policy shall provide coverage to each of the Additional Insureds with respect to said Work. Both bodily injury and property damage insurance must be on an occurrence basis, and said policy shall provide that the coverage afforded thereby shall be primary coverage to the full limit of liability stated in the declarations, and if the Additional Insureds have other insurance against the loss covered by said policy, that other insurance shall be excess insurance only. Any insurance or self-insurance maintained by the Additional Insureds shall be excess of the Contractor's insurance and shall not contribute with it.

- 2.2 SCOPE OF COVERAGE – The policy shall provide coverage at least as broad as:
- a. Insurance Services Office Commercial General Liability coverage (occurrence Form CG 00 01 or Insurance Services Office Form (CG 00 09 11 88 Owners and Contractors Protective Liability Coverage Form – Coverage for Operations of Designated Contractor); and
 - b. Insurance Services Office Form Number CA 0001 covering Auto Liability, Code 1 (any auto).

2.3 AMOUNT OF COVERAGE - The bodily injury and property damage liability of the Commercial General Liability insurance shall provide coverage in the following limits of liability: \$2,000,000 on account of any one occurrence with an annual general aggregate limit of not less than \$5,000,000, and \$5,000,000 products and completed operations aggregate, combined single limit. The Automobile Liability insurance policy shall provide minimum limits of \$1,000,000 per accident arising out of the ownership, maintenance, or use of any owned or non-owned vehicles.

2.4 SUBCONTRACTORS - The bodily injury and property damage liability insurance shall not be deemed to require the Contractor to have its subcontractors named as insureds in the Contractor's policy, but the policy shall protect the Contractor from contingent liability which may arise from operations of its subcontractors.

2.5 INCLUDED COVERAGE - The above Commercial General Liability insurance shall also include the following coverages:

- Premises - Operations;
- Operation of Automobiles - Owned and Non-owned;
- Owner's/Independent Contractors and Contractors Protective - Subcontractors to the Contractor;
- Products - Completed Operations;
- Personal Injury - False Arrest, Libel, Wrongful Eviction, etc.;
- Broad Form Property Damage - Including, to the Maximum Extent Possible, Coverage for the Assumption of Liability Pursuant to Completed Operations;
- Separation of Insureds/Cross-Liability Provision;
- Duty to Defend all Insureds, including the Additional Insureds ;
- Deletion of any Limitation on Coverage for Bodily Injury or Property Damage Arising

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out of Subsidence or Soil or Earth Movement;
XCU - Explosion, Collapse, Underground Damage; and
Blanket Contractual Liability - Including the Indemnification Agreement as herein stated.

A provision that the annual general aggregate and the products and completed operations annual aggregate shall apply separately to each project for which Contractor provides services away from premises owned by or rented to Contractor.

2.6 UMBRELLA POLICY - At the option of the Contractor, primary limits may be less than required, with an Umbrella Policy providing the additional limits needed. This form of insurance will be acceptable provided that the Primary and Umbrella Policies both provide the insurance coverages herein required, including all additional insured requirements. The umbrella policy shall be provided on a "following form" basis, with coverage at least as broad as provided on the underlying Commercial General Liability insurance.

2.7 EMPLOYER'S LIABILITY - The policy shall provide for \$1,000,000 per accident for bodily injury or disease.

2.8 WAIVER OF SUBROGATION - Evidence of coverage shall be accompanied by an endorsement from the insurer agreeing to waive all rights of subrogation against the Additional Insureds which might arise by reason of any payment under the policy in connection with the work performed by the Contractor.

2.9 DEDUCTIBLES - The policies required above shall comply with the following limitations on "deductibles" (i.e., self-insured amounts):

- a. For Commercial General Liability Insurance, including all required coverages, a deductible shall not exceed \$25,000.
- b. For Automobile Liability Insurance, including all required coverages, a deductible shall not exceed \$1,000.
- c. For Employer's Liability Insurance, including all required coverages, no deductible shall be permitted.

3.0 WORKERS' COMPENSATION INSURANCE

In accordance with Section 3700 of the California Labor Code, the Contractor is required to secure the payment of compensation to its employees and for that purpose obtain and keep in effect adequate Workers' Compensation Insurance. If the Contractor, in the sole discretion of the Authority, satisfies the Authority of the responsibility and capacity under the applicable Workers' Compensation Laws, if any, to act as self-insurer, the Contractor may so act, and in such case, the insurance required by this paragraph need not be provided.

Pursuant to California Labor Code Section 1860, the Contractor is advised of the provisions of Section 3700 of the Labor Code, which require every employer to be insured against liability for Workers' Compensation or to undertake self-insurance in accordance with the provisions of that code, and the Contractor shall comply with such provisions and shall have Employers' Liability coverage limits of not less than \$1,000,000 per accident before commencing the work on the Project. The Contractor shall sign and file with the Authority the following certification prior to performing the work on the Project:

"I am aware of the provisions of Section 3700 of the Labor Code which require every

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employer to be insured against liability for workers' compensation or to undertake self insurance in accordance with the provisions of that code, and I will comply with such provisions before commencing the performance of the work of this contract.”

Before the Agreement between the Authority and the Contractor is entered into, the Contractor shall submit written evidence that the Contractor and all subcontractors have obtained for the period of the Contract full Workers' Compensation Insurance coverage for all persons whom they employ or may employ in carrying out the Work under this Contract. Such evidence of coverage shall be accompanied by an endorsement agreeing to waive all rights of subrogation against the above-listed Additional Insureds which might arise by reason of any payment under the policy in connection with the work performed by the Contractor. This insurance shall be in accordance with the requirements of the most current and applicable California State Workers' Compensation Insurance Laws.

4.0 PROOF OF COVERAGE

Before the Notice to Proceed with the work of the Project under this Contract is issued, the Contractor shall furnish the Authority with certificate(s) evidencing issuance of all insurance mentioned herein, copies of the policy declaration or information page(s) and endorsements within twenty (20) days of Notice of Award. The certificate(s) and endorsements for each insurance policy are to be signed by a person authorized by that insurer to bind coverage on its behalf. The endorsements shall be on the forms included in **Section 00 62 16.11, COMMERCIAL GENERAL LIABILITY INSURANCE ENDORSEMENT**, and **Section 00 62 16.12, AUTO LIABILITY INSURANCE ENDORSEMENT**, or equivalent endorsement forms acceptable to the Authority. The certificate(s), policy declaration(s) or information page(s), and endorsements must be received and approved by the Authority before work commences. Except for the waiver of subrogation rights endorsements, as required herein, no other endorsements are required for Workers Compensation. Such certificates of insurance shall provide that the insurance policy shall not be cancelable, be subject to nonrenewal, or otherwise be subject to material modification, except with thirty (30) days' prior written notice to the Authority and Contractor. The Contractor shall also provide certificate(s) evidencing renewals of all insurance required herein, at least ten (10) days prior to the expiration date of any such insurance.

Any deductibles or self-insured retentions must be declared to and approved by the Authority. At the option of the Authority, either: the insurer shall reduce or eliminate such deductibles or self-insured retentions as respects the Additional Insureds; or the Contractor shall procure a bond guaranteeing payment of losses and related investigations, claim administration and defense expenses.

In the event of the breach of any provision of this paragraph, or in the event of any notices received which indicates any required insurance coverage will be diminished or canceled, Authority, at its option, may, notwithstanding any other provisions of this Agreement to the contrary, immediately declare a material breach of this Agreement and suspend all further work pursuant to this Agreement.

5.0 INDEMNIFICATION

To the fullest extent permitted by Law, the Contractor shall indemnify, defend and hold harmless the Silicon Valley Clean Water, its governing Commission, officers, employees, **Error! Unknown document property name. (Error! Unknown document property name.)**

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agents and consultants including, without limitation, the Design Consultant and Construction Manager, and said consultants' respective officers, partners, employees and agents and the Cities of Belmont, San Carlos and Redwood City and the West Bay Sanitary District and their respective governing bodies, officers, employees and agents (collectively, "Indemnitees") from and against all liability, claims, damages, losses and expenses, including but not limited to attorneys' fees and other litigation costs, arising out of or in any way connected to the performance of the work on the project, provided that any such liability, claim, damage, loss or expense is attributable to bodily injury, sickness, disease, or death (including that sustained by Contractor's or Subcontractor's employees), or to injury to or destruction of tangible property (other than the Project itself) including but not limited to the loss of use resulting therefrom. Such obligation shall not be construed to negate, abridge, or otherwise reduce any other right or obligation of indemnity which would otherwise exist.

The Contractor's duty to indemnify and save harmless shall include the duty to defend as set forth in California Civil Code Section 2778; provided, that nothing herein contained shall be construed to require Contractor to indemnify the Indemnitees against any responsibility or liability in contravention of California Civil Code Section 2782. The duty to defend and indemnify hereunder is not limited by the insurance coverage required under the Contract Documents and is separate and apart from such coverage.

6.0 INJURY OR ILLNESS REPORTS

The Contractor shall furnish the Construction Manager with a copy of the Employer's Report of Injury within 48 hours following any incident requiring the filing of said report during the prosecution of the Work under this Contract. The Contractor shall also furnish the Construction Manager with a copy of the Employer's Report of Injury involving any subcontractor on this Project.

7.0 NOTIFICATION OF INSURANCE COMPANIES

The Contractor shall advise all insurance companies to familiarize themselves with all of the conditions and provisions of this Contract, and they shall waive the right of special notification of any change or modification of this Contract or of extension of time, or of decreased or increased work, or of the cancellation of the Contract, or of any other act or acts by the Authority or its authorized employees and agents, under the terms of this Contract, and failure to so notify the aforesaid insurance companies of changes shall in no way relieve the insurance companies of their obligation under this Contract.

8.0 INSURANCE DURING THE GUARANTEE PERIOD

For all work the Contractor or its subcontractors perform during the guarantee period, workers' compensation, public liability and property damage insurance and comprehensive general liability insurance shall remain in force.

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SECTION 01 10 00

GENERAL REQUIREMENTS

1.0 SUMMARY OF WORK

1.1 DESCRIPTION OF WORK

Describe work here

1.2 TIME AND SEQUENCE REQUIREMENTS

Any milestone requirements here

1.3 INFORMATION AVAILABLE TO BIDDERS

Records of subsurface conditions and drawings of some previous projects are available for review with prior arrangements made with the Authority. Contractors, as Bidders, are expected to make a personal inspection of the site and otherwise satisfy themselves as to the conditions affecting the work as detailed in these Contract Documents. Interpretations of the data provided will be considered the Contractor's own.

1.4 SUBSTANTIAL COMPLETION

Substantial Completion of the Project requires that the following portions of the Work must be operational and ready for the Authority's continuous use as intended:

Add provisions here.

Upon Substantial Completion of the Project, the Authority will issue a Substantial Completion certificate including Punch List items to be completed within XXX days of Substantial Completion. The Punch List shall be defined as a list of unfinished or unsatisfactory work items owed to the Project by the Agreement. Within this Punch List period all as-built documents and other Contract required documents shall be provided to the Authority. At the completion of the Punch List period all final cleanup work and demobilization work shall be complete.

1.5 WORK HOURS

Note to Specification Preparer: Confirm with SVCW that the working hours defined below are correct and make any necessary changes. Delete this note during specification development.

Normal Authority working hours are 6:00 a.m. to 3:30 p.m. excluding weekends and Authority holidays. Construction shall be allowed only between the hours of seven (7:00) a.m. and six (6:00) p.m. on weekdays. When approved in advance by the Authority, construction may be extended to include weekends and holidays but shall be limited to the hours between nine (9:00) a.m. and six (6:00) p.m. on weekends and holidays, unless otherwise approved by the **Error! Unknown document property name. (Error! Unknown document property name.)**

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Authority in writing. Any 24 hour workday requirements or emergency work must also be approved in advance by the Authority in writing and comply with all noise ordinances and regulations.

2.0 CONFINED SPACE

Work within confined spaces of this Project is subject to the definitions and applicable provisions of Section 5156 et.seq., Title 8, California Code of Regulations Silicon Valley Clean Water’s current Confined Space Program describes the Authority’s policy on confined spaces. A copy of the Authority’s policy is available for inspection at the Authority’s office during normal working hours.

Specific confined spaces involved with this Project include:

[Redacted area]

3.0 MEASUREMENT AND PAYMENT

3.1 DESCRIPTION OF BID ITEMS AND ALTERNATES

Add Bid Items, Descriptions and Bid Item Scope of Work here.

Add Alternates, Descriptions and Alternate Scope of Work here.

Note to Specification Preparer: Replace the following headings in Part 3 with “NOT USED” if the respective paragraphs are deleted and not used. Delete this note during specification development.

3.2 CONTRACTOR’S COST BREAKDOWN AND PARTIAL PAYMENTS

For work to be performed for a lump sum amount, the Contractor shall submit a cost breakdown to the Authority prior to the first payment and within ten (10) days after Notice to Proceed. The cost breakdown shall not be considered in determining payment or credit for additional or deleted work.

Partial payments will be made monthly based on work accomplished as of a day mutually agreed to by the Authority and the Contractor. The Contractor shall submit its estimate of the work completed during the prior month and the work completed to date in a format corresponding to the accepted Contractor’s Cost Breakdown. Additionally, the Contractor may submit a detailed statement of the Contractor’s request for payment of acceptable fabricated and manufactured material and equipment on hand. The Contractor may request payment of seventy-five (75) percent of the actual net cost of these materials.

The request for partial payment will be subject to retention as provided elsewhere in the Contract Documents. Subject to the provisions of this Section, the Authority shall pay the Contractor within thirty (30) days after receipt of undisputed and properly submitted requests for payment from the Contractor. In accordance with Public Contract Code Section 20104.50, if the Authority fails to pay an undisputed request for payment within the allotted thirty (30) days, the Authority shall pay interest to the Contractor equivalent to the legal rate set forth in **Error! Unknown document property name. (Error! Unknown document property name.)**

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subdivision (a) of Section 685.010 of the Code of Civil Procedure.

The Authority will deduct from the partial payment and retain, to ensure performance under this Contract five (5) percent of the amount earned until the final payment. The provisions of Public Contract Code Sections 7201, 9203 and 22300 are hereby incorporated herein by reference.

3.3 FINAL PAYMENT

After receipt of the last partial payment, but prior to Acceptance of the Work by the Authority, the Contractor shall send a letter to the Authority. The letter, pursuant to California Public Contract Code Section 7100, shall state that acceptance of the final payment shall operate as and shall be, a release to the Authority, and their duly authorized agents, from all claim of and/or liability to the Contract arising by virtue of the Contract related to those amounts. Disputed Contract claims in stated amounts previously filed may be specifically excluded by the Contractor from the operation of the release. Following receipt of all required submittals and completion of all construction the Authority will take formal action on Acceptance. Final payment will be made in accordance with Section 00 52 00-3.0. In the event of a dispute between the Authority and the Contractor, the Authority may, in accordance with the Public Contract Code Section 7107, withhold from the final payment an amount of 150 percent of the disputed amount.

4.0 SUBMITTALS AND SHOP DRAWINGS

All submittals shall be made in accordance with Section 01 33 23, **SHOP DRAWINGS PRODUCT DATA AND SAMPLES**.

5.0 TEMPORARY UTILITIES AND CONTROLS

The Contractor shall be responsible to provide all necessary utilities to complete this project except as noted below:

- a. No exceptions noted.

6.0 ROYALTIES, PATENTS AND TAXES

The Contractor shall pay all royalties and patent fees. The Contractor shall defend all suits and claims for infringement or other violation of any patent right and shall hold the Authority harmless from loss on account thereof. The Contractor shall pay and shall assume exclusive liability for all taxes levied or assessed on or in connection with its performance of this Contract, whether before or after Acceptance of the Work, including, but not limited to, State and local sales and use taxes, Federal and State payroll taxes or assessments, and excise taxes. All costs in connection therewith shall be included in the total amount of the Contract Price.

7.0 RECORD DOCUMENTS

The Contractor shall solely dedicate and maintain one (1) set of full size prints as "Record Drawings" and mark thereon the actual work, including any deviations from plan dimensions, elevations or orientations. The Contractor shall solely dedicate and maintain one copy of the **Error! Unknown document property name. (Error! Unknown document property name.)**

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Technical Specifications as “Record Specifications” therein indicating actual products used, including manufacturer, model number and options. The Record Drawings and Record Specifications shall be submitted in excellent condition to SVCW upon completion of the job as a condition of Acceptance of the Project.

Note to Specification Preparer: Replace the following headings in Part 8 with “NOT USED” if the respective paragraphs are deleted and not used. Delete this note during specification development.

8.0 CONSTRUCTION SCHEDULES

8.1 BASELINE SCHEDULE

The Baseline Schedule shall be submitted within ten (10) days of Notice to Proceed and favorably reviewed by the Authority before the first partial payment can be made. The Contractor shall submit the Baseline Schedule based on the Critical Path Method (CPM) using the Precedence Diagramming Method (PDM) format. The Baseline Schedule shall be time scaled, and shall clearly show the sequence of construction operations and specifically list the start and completion dates of all work items and the dates of submittals, procurement, delivery, installation and completion of each major equipment and material requirement.

Contractor shall use Primavera scheduling software (SureTrak, Contractor, P3 or P6). The Contractor shall provide a compact disk (CD) with a properly formatted electronic file for the initial Baseline Schedule and all monthly updates with the network logic diagram and mathematical analyses. A CPM network report sorted by activity number which lists each activity description, early start and finish dates, preceding and succeeding activities and restraints, including lead/lag durations shall be submitted with the Baseline Schedule. The report shall show the Critical Path.

8.2 UPDATES

The Contractor shall submit at monthly intervals a report of the actual construction progress. Each monthly report shall cover a period of approximately thirty (30) days ending around the 30th of each month. The monthly reports shall be submitted within ten (10) days of the end of the reporting period, which shall be as agreed upon by the Authority and Contractor all monthly updates shall be in CPM – PDM format.

8.3 TIME IMPACT ANALYSES

When Change Orders are initiated, delays are experienced, or the Contractor desires to revise the schedule logic, the Contractor shall submit to the Authority a written Time Impact Analysis illustrating the influence of each change, delay, or Contractor request for a time extension of the current Contract completion date. Activity time delays will not automatically mean that an extension of Contract Time is warranted or due the Contractor.

8.4 WEEKLY ACTIVITIES PLAN

On the last working day of every week or on the meeting day for the weekly progress meeting, the Contractor shall submit to the Construction Manager the Contractor’s Plan of Activities for the next three (3) weeks. The Plan of Activities shall describe the activity and location of the

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activity and include the activity number as provided in the Baseline or an acceptable Revised Construction Schedule.

8.5 WEATHER CONDITIONS

Seasonal weather conditions shall be considered in the planning and scheduling of work influenced by high or low ambient temperatures or precipitation to ensure the completion of the Work within the Contract Time. No time extensions will be granted for the Contractor's failure to take into account such weather conditions for the location of the Work and for the period of time in which the Work is to be accomplished.

Note to Specification Preparer: Replace the following headings in Part 9 with "NOT USED" if the respective paragraphs are deleted and not used. Delete note during specification development.

9.0 MODIFICATION PROCEDURES

9.1 CHANGES IN CONTRACT PRICE

In accordance with Section 00 52 00-10.0, the Authority without invalidating the Contract and without notice to sureties or insurers may at any time or from time to time, order additions, deletions, or revisions in the Work; these will be authorized by Field Order or Change Order.

The difference in cost of the Work affected by the Field Order and/or Change Order will be added to or deducted from the amount of the Contract Price by a fair and reasonable valuation, which shall be determined in one or more of the following ways as directed by the Authority:

- a. Where applicable, by unit prices accepted by the Authority and stated in the Contract Documents;
- b. By unit prices subsequently fixed by agreement between the parties;
- c. By an acceptable lump sum proposal from the Contractor; or
- d. By Force Account (in accordance with Section 9-1.03, Force Account Payment, of the State of California, Department of Transportation Standard Specification, July 1992, hereinafter referred to as California State Specification, as modified in Section 01 10 00-9.3, **FORCE ACCOUNT PAYMENT**) when directed in writing and administered by the Authority or through its agents or representatives. The term "Engineer" shall mean the "Authority".

When required by the Authority, the Contractor shall submit, in the form prescribed by the Authority, an itemized breakdown with supporting data of the quantities and prices used in computing the value of any change that may be ordered. All Change Orders must be approved by the Authority in writing before the work can be authorized and the Change Order executed.

When both additions and credits are involved in any one change, the above fixed fees shall be figured on the basis of the net increase, if any, for each area of work, i.e. direct labor, materials, equipment, and subcontractors. To the resulting net increase, the amount allowed

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under Section 01 10 00-9.2b or Section 01 10 00-9.3b shall be added for additional bond and insurance other than labor insurance. The amount of credit to be allowed by the Contractor to the Authority for any such change which results in a net decrease in cost, if any, for each area of work, that is direct labor, material, equipment, and subcontractors will be the amount of the actual net decrease and a credit of a minimum of five (5) percent markup as a deduction for profit and a maximum credit of two (2) percent for the reduction in bond and insurance. The Contractor shall not claim for anticipated profits on work that may be omitted.

9.2 NEGOTIATED CHANGE ORDERS

Under the methods described in Section 01 10 00-9.1b and 9.1c above, the Contractor shall submit substantiating documentation with an itemized breakdown of Contractor and subcontractor direct costs, including labor, material, equipment rentals, and approved services, pertaining to such ordered work in the form and detail acceptable to the Authority. The direct costs shall include only the costs described and provided for in Section 01 10 00-9.3. The direct costs shall not include any labor or office costs pertaining to the Contractor's managers or superintendents, its office and engineering staff and office facilities, or anyone not directly employed on such work, nor the cost of small tools as all such indirect costs form a part of the Contractor's overhead expense.

Under the method described in Section 01 10 00-9.1b and 9.1c the maximum percentage which will be allowed for the Contractor's indirect field overhead expenses, indirect home office expenses, and Contractor's profit and risk will be in accordance with California State Specification Section 9-1.03, Force Account Payment with the following modifications:

- a. Section 9-1.03A; Change labor markup to twenty-five (25) percent.
- b. To the total of the actual costs and fees allowed hereinunder, not more than two (2) percent shall be added for additional bond and insurance other than labor insurance. The compensable percentage for additional bonds and insurance shall be based on the Contractor's actual costs, as substantiated through documentation submitted to the Authority.

9.3 FORCE ACCOUNT PAYMENT

If either the amount of work or payment for a Change Order cannot be determined or agreed upon beforehand, the Authority may direct by written Change Order or Field Order that the work be done on a force account basis. The term "force account" shall be understood to mean that payment for the work will be done on a time and expense basis, that is, on an accounting of the Contractor's forces, materials, equipment, and other items of cost as required and used to do the work. For the work performed, payment will be made in accordance with California State Specification Section 9-1.03, Force Account Payment with the following modifications:

- a. Section 9-1.03A; Change labor markup to fifteen (15) percent.
- b. Additional Bond and Insurance costs as referenced in Section 01 10 00-9.2b.

Prior to the commencement of force account work, the Contractor shall notify the Authority of its intent to begin work. Labor, equipment and materials furnished on force account work shall be recorded daily by the Contractor upon report sheets furnished by the Construction Manager

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to the Contractor. The reports, if found to be correct, shall be signed by both the Contractor and Authority, or inspector, and a copy of which shall be furnished to the Authority no later than the working day following the performance of said work. The daily report sheet shall thereafter be considered the true record of force account work provided. If the Authority do not agree with the labor, equipment and/or materials listed on the Contractor's daily force account report, the Contractor and Authority, shall sign-off on the items on which they are in agreement. The Authority shall then review the items of disagreement and will advise the Contractor, in writing, of its determination. If the Contractor disagrees with this determination, it shall have the right to file a claim notice as provided for in California State Specification Section 9-1.04, Notice of Potential Claim.

9.4 UNIT PRICE ADJUSTMENTS DUE TO INCREASED OR DECREASED QUANTITIES

The unit prices as stated in the Bid form and as negotiated in Change Orders shall apply to one hundred (100) percent of the quantity indicated to be estimated quantity for the bid item, plus or minus twenty-five (25) percent. Adjustments in unit prices will be made in accordance with Section 4-1.03B, Increased or Decreased Quantities, and 4-1.03C, Changes in Character of Work, of the State of California, Department of Transportation Standard Specifications, July 1992.

9.5 TIME EXTENSIONS FOR CHANGE ORDERS

If the Contractor requests a time extension for the extra work necessitated by a proposed Change Order, the request must comply with the applicable requirements of Section 01 10 00-8.3, TIME IMPACT ANALYSES.

Note to Specification Preparer: Replace the following headings in Part 10 with "NOT USED" if the respective paragraphs are deleted and not used. Delete note during specification development.

Note to Specification Preparer: Replace the following headings in Part 10 with "NOT USED" if the respective paragraphs are deleted and not used. Delete this note during specification development.

10.0 EXCAVATION SAFETY

In accordance with the provisions of Section 6705 of the Labor Code, Contractor shall submit, in advance of excavation five (5) feet or more in depth, detailed plans showing the design of shoring, bracing, sloping, or other provisions to be made for worker protection from hazard of caving ground during such excavation. For all such excavations requiring submittal, plans shall be prepared and signed by a registered civil or structural engineer employed by Contractor, and all costs therefor shall be included in the price named in the Contract for completion of the work as set forth in the Contract Documents. The registered civil or structural engineer shall review the available Site boring logs and incorporate calculations that include, but are not limited to: base stability and toe embedment. Additionally, the registered civil or structural engineer must provide a detailed sequence for both the installation and removal of the shoring, if shoring is required. Nothing in this Section shall be deemed to allow the use of shoring, bracing, sloping, or other protective system less effective than that required

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by the Construction Safety Orders. Nothing in the Section shall be construed to impose a tort liability on Authority, the Design Consultant, the Construction Manager, nor any of their agents, consultants, or employees. Authority's review of Contractor's excavation plan is only for general conformance to the Construction Safety Orders.

Prior to commencing any excavation, Contractor shall designate in writing to the Construction Manager the "competent person(s)" with the authority and responsibilities designated in the Construction Safety Orders. Pursuant to Government Code Section 4216 Contractor shall not perform any excavation until at least two (2) working days after the working day that the excavator contacted the appropriate regional notification center. Before notifying the appropriate regional notification center, an excavator planning to conduct an excavation shall delineate the area to be excavated.

11.0 SPECIAL PROCEDURES

Any cones, delineators, or similar items placed near open tanks or basins that could inadvertently drop into the tank or basin shall be equipped with buoys or floats, positively affixed to or inserted into the item, with sufficient buoyancy to float the item for ease of retrieval.

12.0 REGULATORY SAMPLE STATIONS

Numerous sample stations are located throughout the treatment plant which SVCW staff must regularly access to take required regulatory samples. It is imperative that these stations remain accessible, and the Contractor shall thoroughly review the SVCW Sample Site Guidebook located in Appendix 6 and ensure that its operations fully comply with the stipulations therein.

Note to Specification Preparer: Add additional subsections as needed. Delete this note during specification development.

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SECTION 01 14 14

SYSTEM OUTAGE REQUEST PROCEDURES

1.0 SYSTEM OUTAGE REQUESTS

1.1 CLASSIFYING SYSTEM OUTAGE REQUESTS

The Owner has full discretion in classifying system outage requests (SOR) as either Routine or Significant. Significant SORs are those that O&M has identified as needing more advanced notice and time to plan as compared to Routine requests. The Owner’s SOR classification is a function of both the duration of the SOR and the systems affected. The Contractor shall submit a comprehensive list of planned outages with the Baseline Schedule submittal (see SOR List Template below). SVCW Operations will classify each system outage request as either Routine or Significant and return to the Contractor. Any SOR not included in the initial SOR List must be submitted to SVCW for classification as soon as the SOR is identified. Any changes to the SOR list shall be approved by O&M. All system outages and their notification period shall be included on the Contractor’s construction schedule. The Contractor is to keep the SOR list current during construction and is to include an updated version of the list with the monthly Baseline Schedule Update submittal. Significant SORs require an advance notice of twenty-five (25) business days prior to the required shut down; Routine SORs require six (6) business days’ notice.

SYSTEM OUTAGE REQUEST LIST TEMPLATE:

SOR Name	SOR Date	Brief Description (Purpose of SOR)	System Affected (Specific Equipment)	SOR Duration (days/hours)	Classification (to be filled in by SVCW)

1.2 SYSTEM OUTAGE REQUEST PROCEDURES

Changes to existing utilities or any new connections thereto must be programmed to provide the least possible interference with plant and/or pump station operations. All costs for preparing and implementing both the outage and contingency plans shall be borne by the Contractor. Each shutdown duration shall be specifically authorized by the Authority or be as indicated in the Contract Documents. Shutdown of existing facilities will be performed by Authority personnel or by Contractor only under Authority personnel's supervision, as communicated through the Construction Manager. A system shutdown for an SOR will not occur unless 1) the required SOR form and System Outage Work Plan is complete, submitted, and approved, and 2) the required field meetings are conducted.

1.3 ROUTINE SOR PROCEDURES

The Contractor shall identify any anticipated Routine SORs on the Baseline schedule and the

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3-week look ahead schedule. A system shutdown for a Routine SOR will not occur unless 1) the required System Outage Work Plan is approved, and 2) the two (2) SOR Field Meetings are conducted as outlined below within the required timelines. The Draft Work Plan must be submitted prior to the first Advanced Planning meeting, which occurs a minimum of six (6) business days prior to outage. The Final Work Plan must be approved by The Owner's Operations team a minimum of three (3) business days prior to outage.

1.3.1 Advanced Planning Meeting - The Advanced Planning Meeting must occur after the submission of the System Outage Work Plan. The Advanced Planning Meeting will take place at the site of the shutdown and the Contractor will present their proposed approach to the shutdown to the Director of Operations or their designate. Operations staff will give feedback and comments, and the meeting will conclude when both parties agree on a preliminary approach and method. The Contractor is responsible for scheduling the Advanced Planning Meeting sufficiently ahead of the required system outage to accommodate preparing and reviewing the written plan.

1.3.2 System Outage Work Plan - After the Advanced Planning Meeting the Contractor shall complete and submit the System Outage Request (SOR) form and work plan to the Construction Manager at least six (6) business days in advance of any required shutdown. The six days of notification (in advance of any required shutdown) does not include Saturday, Sunday, or Holidays.

The SVCW Director of Operations will review for acceptance and will return the plan approved or request revisions within 72 hours [three (3) business days]. If the Plan is returned as not approved or with requested revisions, the Contractor will revise and resubmit to the Construction Manager. The Director of Operations has three business days for review of the second or any subsequent version of the work plan. The work plan must be approved 72 hours [three (3) regular business days] prior to the planned outage.

The Contractor's system outage work plan shall be included in the Procore SOR form (see sample SOR form at the end of this Section). The contents of the system outage work plan shall include, but are not limited to:

1. Purpose of SOR:
 - a. A brief description of the purpose of the shutdown and the major systems affected.
2. Contractor's Procedure:
 - b. A detailed description of the planned work during the shutdown including a chronological order of events for the SOR from the Day-Of Field Meeting to the last lockout-tagout (LOTO) removal and check-out.
 - c. Start time of the Day-Of Field Meeting and who will be attending.
 - d. A specific time schedule for each major work activity coordinated with O&M and as necessary, the utility owner. Identify on the schedule the bioassay testing period.
 - e. Prerequisite activities or accomplishments required for the SOR to proceed (items that if not completed will not allow the SOR to go forward). This includes equipment and staff readiness.
 - f. Chronological order of events for the SOR from the on-site pre-meeting to the last lockout-tagout (LOTO) removal and check-out.
 - g. Listing of all equipment needed to execute the SOR and the parties responsible for providing said equipment. This includes a detailed list of materials, equipment,

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tools, personnel, etc. necessary to successfully execute the planned work, and a list of standby materials, equipment, tools, personnel, etc. should the primary materials, equipment, tools, personnel, etc. become unavailable.

- h. Safety concerns including lockout-tagout, confined space entries, fall protection, chemical exposure, etc. Discussion of any unique hazards for the proposed SOR.
- 3. Contingency Plan:
 - i. A contingency plan that shall be initiated in the event that temporary facilities fail or it becomes apparent that the time constraints described in the approved SOR cannot be met. The contingency plan shall conform to all specified outage requirements.
 - j. "Pull-out" triggers – This includes any events or actions outlined in the chronology for the SOR that if un-successful would require the SOR event to be aborted and all systems restored to normal operating conditions.
 - k. The names of the responsible parties for planning and executing each activity, including afterhours contact phone numbers.
- 4. Attachments:
 - l. Sketch of affected systems and work to be done
 - m. Safety Data Sheets (SDS) sheets for any chemicals to be used during the SOR.

1.3.3 Day-Of Field Meeting - The Day-Of Field Meeting will be held at the site before the SOR proceeds, at the start time identified in the SOR, to:

1. Review final plans
2. Review the agreed upon execution strategy
3. Confirm all necessary parts, equipment, service providers and personnel are on site
4. Confirm equipment is operable
5. Approve contingency plans
6. Final review of safety plans including personnel contact information

The Contractor shall have all the equipment, parts, personnel, and all other required items to complete the shutdown, ready for availability prior to the Day-Of Field Meeting. The equipment is to be in operating condition, and their staff trained on its use.

In the event any plans have been changed, equipment is not functional, parts are not on site, or any other impact to readiness for the planned SOR, the SOR may be cancelled at the discretion of the on-site SVCW O&M representative(s).

1.4 SIGNIFICANT SOR PROCEDURES

A system shutdown for a Significant SOR will not occur unless 1) at least three (3) SOR coordination meetings are conducted as outlined below within the required timelines, and 2) the required System Outage Work Plan is approved. The Contractor shall identify any anticipated Significant SORs on the Baseline Schedule updates and the 3-week look ahead schedules. The Contractor shall submit a Draft SOR form through Procure at least twenty-five (25) business days in advance of a planned Significant outage.

1.4.1 Significant SOR Advanced Planning Meeting - The Advanced Planning Meeting for a Significant SOR shall be held at least twenty (20) business days in advance of the planned system outage to discuss the System Outage Request. This meeting will discuss the items outlined in Section 10.3.1 Advanced Planning Meeting.

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1.4.2 Significant SOR System Outage Work Plan - Prior to the Advanced Planning Meeting, the Contractor shall submit a draft version of the SOR Work Plan to the Construction Manager, through Procore. After updating the Work Plan based on outcomes of the Advanced Planning Meeting, the Contractor shall submit its final proposed System Outage Work Plan to the Construction Manager within three (3) business days of the Advance Planning Meeting. The contents of the System Outage Workplan will match those outlined in Section 3.3.2 System Outage Work Plan. The Work Plan needs to be approved by the Director of Operations at least ten (10) business days prior to the planned Significant shutdown event.

1.4.3 SOR Coordination Meeting - The Contractor shall conduct an SOR Coordination Meeting with O&M staff at least seven (7) business days prior to the planned shutdown to review the final shutdown procedures. The Contractor shall provide a copy of the System Outage Work Plan the Owner at this meeting. The Contractor is responsible for providing minutes of the meeting to the Construction Manager.

The Contractor shall have all the equipment and personnel ready for availability prior to the Coordination Meeting. The equipment is to be in operating condition, and their staff trained on its use. System outages disrupt the regular operations and maintenance staffing and planned events. The O&M Divisions need to make significant changes to accommodate an outage.

1.4.4 Significant SOR Day-Of Field Meeting – The Day-Of Field Meeting will be held at the site before the SOR proceeds, at the start time identified in the Work Plan. This meeting will discuss the items outlined in Section 10.3.3 Day-Of Field Meeting.

1.5 CONTRACTOR NOTIFICATIONS

1.5.1 Contractor Notifications - Contractor Notifications are notifications of the Contractor requesting access to an area that may inhibit or alter typical Owner operations or access, without shutting down an Operational process. Examples include, but are not limited to, modifications to O&M access, new recurring contractor work in a specific area, accessing an alarmed or remotely monitored area, etc.

1.5.2 Procedure – The Contractor is to track and submit Contractor Notifications through the SOR List provided with their schedules and via Procore. When tracking these items attach “N-” as a prefix to the SOR number. Contractor Notifications should be submitted for approval through Procore at least three (3) business days prior to the work occurring but the submission time may be modified at the discretion of the Authority.

1.6 SHUTDOWN RESTRICTIONS

1.6.1 Stop Work Authority - As per SVCW policy, any SVCW or contracted staff member has “Stop Work” authority to address a safety concern. As such, if any party believes any conditions are unsafe at any time, a declaration of “Stop Work” can be made stopping all activities unless/until the subject safety concerns can be mitigated.

1.6.2 Utility Service Shutdowns - Planned utility service shutdowns to any unit of the Project shall be accomplished during periods of minimum use. In some cases, this will require night or weekend work and these costs shall be included in the Contract Price. The Contractor

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shall program its work so that service will be restored in the minimum possible time, and shall cooperate with the Authority in reducing shutdowns of the utility system to a minimum.

No utility shall be disconnected without prior written approval from the utility owner and Construction Manager. When it is necessary to disconnect a utility, the Contractor shall give not less than 72 hours' notice to the utility owner and to the Construction Manager for its approval of the Contractor's proposed schedule.

1.6.3 Conveyance System Shutdowns - Conveyance System shutdowns provide for a maximum five (5) hour work window for construction at time of low flow. Low flow is typically at night and early morning. Bypassing or containment of flow during work hours may be required.

1.6.4 Chronic Toxicity Testing – SVCW performs monthly Chronic Toxicity Tests to comply with permit requirements. SVCW Operations will account for this when approving SOR dates.

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Note to Specification Preparer: Determine if this Section 01 42 00 is necessary for the Project. If not, delete from the project specifications and list "NOT USED" in the Table of Contents. Delete this note during specification development.

SECTION 01 31 23

PROJECT CONTROL SYSTEM

1.0 WEB DATABASE

The Authority will use and maintain a web-based database as the primary means of communication related to the Project's correspondence, submittals, requests for information (RFIs), advisory notices, and non-compliance issues. Correspondence from the Contractor shall be sent to the Construction Manager via the PROCORE System.

The Construction Manager and Contractor shall utilize PROCORE's system for electronic submittal of all data and documents (unless specified otherwise by the Construction Manager) throughout the duration of the Contract. PROCORE is a web-based electronic media site that is hosted by PROCORE LLC utilizing their PROCORE web solution. PROCORE will be made available to the Contractor's project personnel. The joint use of this system is to facilitate electronic exchange of information, automation of key processes, and overall management of the Contract. PROCORE shall be the primary means of project information submission and management. When required by the Construction Manager, paper documents will also be required. In the event of discrepancy between the electronic version and paper documents, the document uploaded to PROCORE, the official record of the Project will govern. PROCORE is a registered trademarks of PROCORE LLC.

1.1 USER ACCESS LIMITATIONS

The Construction Manager will control the Contractor's access to PROCORE by allowing access and assigning user profiles to accepted Contractor personnel. User profiles will define levels of access into the system, determine assigned function-based authorizations (determines what can be seen) and user privileges (determines what they can do).

1.2 AUTOMATED SYSTEM NOTIFICATION AND AUDIT LOG TRACKING

Review comments made (or lack thereof) by the Construction Manager and Design Consultant on Contractor submitted documentation shall not relieve the Contractor from compliance with requirements of the Contract Documents. The Contractor is responsible for managing, tracking, and documenting the Work to comply with the requirements of the Contract Documents. Neither automated system notifications nor audit logs constitute validation of the Contractor's submitted information.

1.3 CONTRACTOR RESPONSIBILITY

The Contractor shall be responsible for the validity of their information placed in PROCORE and for the abilities of their personnel. Accepted users shall be knowledgeable in the use of computers, including Internet Browsers, email programs, CAD drawing applications, and Adobe Portable Document Format (PDF) document distribution program. Adobe PDF

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documents shall be created through electronic conversion rather than optically scanned whenever possible. The Contractor is responsible for the training of their personnel in the use of PROCORE (outside what is provided by the Construction Manager) and the other programs indicated above as needed.

1.3.1 User Access Administration

Provide a list of Contractor's key PROCORE personnel for the Construction Manager's acceptance. The Construction Manager is responsible for adding and removing users from the system. The Construction Manager reserves the right to perform a security check on all potential users.

1.4 CONNECTIVITY PROBLEMS

PROCORE is a web-based environment and therefore subject to the inherent speed and connectivity problems of the Internet. The Contractor is responsible for its own connectivity to the Internet. PROCORE response time is dependent on the Contractor's equipment, including processor speed, Internet access speed, etc. and current traffic on the Internet. The Authority and Construction Manager will not be liable for any delays associated from the usage of PROCORE including, but not limited to: slow response time, down time periods, connectivity problems, or loss of information. The Contractor will ensure that connectivity to the PROCORE system (whether at the home office or job site) is accomplished through some form of high-speed communications with 1 Mbps as the minimum bandwidth requirements for using the system. It is recommended a faster connection be used when uploading pictures and files into the system. Under no circumstances shall the usage of PROCORE be grounds for a time extension or cost adjustment to the Contract. If there are problems that persist with the PROCORE site for more than 24 consecutive hours that prevent the electronic submission of data by the Contractor, the Contractor may submit documents in paper form to the Construction Manager until such time that the Construction Manager notifies the Contractor that the PROCORE site is operable and available for use.

1.5 TRAINING

The Authority has arranged for the following training to be provided to the Contractor. The Construction Manager will provide a one-hour training class to the Contractor within ten (10) days of NTP at a time mutually agreeable to Contractor and Construction Manager. Thereafter the Construction Manager will provide up to one hour of additional training via telephone during the project per month of the project life.

2.0 **EQUIPMENT**

In order to process correspondence, submittals, and RFIs, the Contractor must provide and have in place for its own use the required basic components outlined below:

2.1 HARDWARE

A computer with internet access and sufficient capabilities to perform all duties stated in Section 01 31 23; a scanner at least large enough to scan 11" x 17" sheets with sufficient resolution to maintain clarity and legibility of the document at its native size; and a color printer

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of sufficient size and capacity to accept incoming correspondence as described in this section.

2.2 SOFTWARE

Adobe Acrobat 9 Standard or higher; Microsoft's Internet Explorer v9 or higher; Microsoft Office 2010 or higher, including but not limited to Microsoft Word and Microsoft Excel.

PROCORE currently supports Mozilla's Firefox v15.0.1 and newer, Google Chrome v22.01229.79 m and newer, Apple's Safari v6 and newer, and Microsoft's Internet Explorer v9 and newer web browsers for accessing the application. Certain functions may not be available when using any program other than the newest version of the respective web browser.

2.3 FACILITIES

The Contractor shall make its own arrangements to provide high-speed (minimum speed: download 1Mbps/upload 1Mbps) internet connection for its own use as soon as practicable.

3.0 EXECUTION

Items to be uploaded to PROCORE by the Construction Manager include but are not limited to: RFI responses, Submittal comments, Clarification Letters, Design Clarifications, Field Orders, and Contract Change Orders, et al. Items to be uploaded to PROCORE by the Contractor include but are not limited to: RFIs, Submittals, Potential Change Orders, and System Outage Requests, et al. These items will be attached in PDF file format. These attachments may include files that need to be viewed and/or printed in color. Formal letters, stop notices, Field Orders, and Contract Change Orders shall always include a wet-signed hard copy.

3.1 PROCORE UTILIZATION

All project related correspondence (RFIs, submittals, etc.) originated by the Contractor or Subcontractor, Supplier, et al. shall be uploaded to PROCORE and directed to the Construction Manager by the Contractor, unless otherwise indicated in the Specifications.

3.1.1 Submittals

PROCORE shall be utilized in connection with submittal preparation and information management as required by the Contract Documents and the Construction Manager. The use of the electronic communication does not waive requirements for the provision of hard copies of formal correspondence and submittals. Any hard copies of documents must match electronic copies of those documents.

Submittals shall be in accordance with Section 01 33 23, **SHOP DRAWINGS PRODUCT DATA AND SAMPLES**. The provisions of Section 01 33 23 shall apply both to electronic copies and hard copies of submittals, unless otherwise stated in writing by the Construction Manager.

3.2 TERMINATION OF USE

The Authority reserves the right to terminate the use of PROCORE for the electronic **Error! Unknown document property name. (Error! Unknown document property name.)**

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submission of data to the Authority. The Authority may provide an alternate project control system or require the use of paper documents submitted in accordance with the Contract Documents. The Contractor will be provided, in writing, ten (10) days' notice that The Authority intends to discontinue use of PROCORE.

3.3 ADOBE PDF

All information, comments, questions and statements shall be scanned and/or converted to the PDF file format and attached to the PROCORE system. Items to be sent via PROCORE system include but are not limited to large-format plan sheets (22" x 34" or larger), small-format plan sheets, pages within tabbed binders, RFIs, transmittal sheets, et al. The PDF attachments supplied to the Construction Manager shall be in a sufficient resolution to be fully legible at its native size.

All separate files within a given piece of correspondence shall be combined into a single PDF document (i.e. An RFI that contains a text file and two photo files shall be combined into a single PDF document prior to delivery to the Construction Manager.)

3.4 LABELING FORMAT

The subject line of each email, and the file name of any attached files shall begin with the file labeling scheme:

RFI_XXXY_(Contractor Name)_(Subject)
Letter_XXXY_(Contractor Name)_(Subject)
Transmittal_XXXY_(Contractor Name)_(Subject)
PCO_XXXY_(Contractor Name)_(Subject)

The first section of the label indicates the type of correspondence (i.e RFI). "XXX" indicates a unique number, sequentially assigned for the given piece of correspondence. "Y" is a sequential letter assigned for revised or resubmitted documents, i.e. A, B, or C being the 1st, 2nd, and 3rd revision or resubmittal, respectively. "(Contractor Name)" indicates to the database that the correspondence is from the Contractor. The Contractor will indicate the subject at the end of the numbering scheme. Each piece of correspondence shall be sent in a separate email.

3.4.1 Submittals – The subject line of each email, and the file name of any attached files shall begin with the file labeling scheme, where "XXXXX" indicates the specification section from which the submittal originates:

Submittal_XXXXX-ZZ.Y_(Contractor Name)_(Subject)

If a submittal package has multiple items, each item shall be considered a separate piece of correspondence and sent separately. For example, if "Submittal 3: Concrete" had two items, "3.01: Mix Design," and "3.02: Curing Compound," two separate items would be emailed to the Construction Manager labeled as:

Submittal_XXXXX-03.01_(Contractor Name)_Mix Design
Submittal_XXXXX-03.02_(Contractor Name)_Curing Compound

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3.5 ORIGINAL DOCUMENTS

Where possible, the Contractor will obtain the electronic document from its original source to maintain the integrity, legibility, and searchability of the document.

3.6 ORGANIZATION

The information included in the attachments shall be organized in a logical and thoughtful manner. Where the information originated in a tabbed format (a binder, for example), the scanned and/or converted PDF file shall be electronically bookmarked accordingly using the "bookmark" function of Adobe Acrobat 9 Standard.

3.7 PRINTING

Except where otherwise indicated, the Contractor will receive no hard copies of the above outlined correspondence. The Contractor will be required to print for its use, in color if necessary, any record copies, field copies, sub-contractor copies, etc. if such copies are desired.

3.8 PROJECT FORMS

The Contractor shall use its own correspondence forms for attachments uploaded to PROCORE. These forms shall include the identifying information specific to the PDF document succeeding the cover form. Additionally, the Contractor shall input all identifying information within PROCORE as requested when generating a new document within the system.

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SECTION 01 33 23

SHOP DRAWINGS PRODUCT DATA AND SAMPLES

1.0 SUBMITTALS

1.1 DIGITAL DOCUMENT MANAGEMENT

All submittals shall be made electronically per Specification Section 01 31 23, **PROJECT CONTROL SYSTEM**. The Contractor shall submit hardcopy submittals upon request from the Construction Manager, per paragraph 1.2, HARDCOPY DOCUMENT MANAGEMENT, in this section.

1.2 HARDCOPY DOCUMENT MANAGEMENT

Where the Contractor is required by the Contract, or the Construction Manager, to make hardcopy submittals, they shall be made to the Construction Manager with a letter of transmittal. Unless specified otherwise in the Contract Documents, the Contractor shall provide a sufficient number of copies of each submittal to allow for the distribution of at least one (1) copy to all parties needing a copy to carry out the provisions of the Specifications as well as three (3) copies to be retained by the Construction Manager. When submittals are not favorably reviewed, the Construction Manager will retain two (2) copies and will return all others to the Contractor including one (1) with review comments noted. Review copies of Construction Schedules and the Final Operation and Maintenance Manuals will not be returned to the Contractor. It shall be the Contractor's responsibility to copy and/or conform reviewed submittals in sufficient numbers for its files, subcontractors, and vendors. When submittals are not favorably reviewed, the Construction Manager will retain two (2) copies and will return all others to the Contractor.

2.0 CONTRACTOR'S RESPONSIBILITIES

The Contractor shall submit, at its own expense, submittals and details of structural and reinforcing steel, equipment, material, electrical controls, architectural fabrications, pipe, pipe joints, special pipe sections, and other appurtenances as required in Contract Documents.

All submittals and supporting data, catalogs, schedules, etc., shall be submitted as the instruments of the Contractor, who shall be responsible for their accuracy and completeness and coordination. Such responsibility shall not be delegated in whole or part to subcontractors or suppliers. These submittals may be prepared by the Contractor, subcontractors, or suppliers, but the Contractor shall ascertain that submittals meet all of the requirements of the Contract Documents, while conforming to structural, space, and access conditions at the point of installation. Designation of work "by others", if shown in submittals, shall mean that the work will be the responsibility of the Contractor rather than the subcontractor or supplier who prepared the submittals. The Contractor shall insure that there is no conflict with other submittals and notify the Construction Manager in each case where its submittal may affect the work of another contractor or the Authority. The Contractor shall insure coordination of submittals among the related crafts and subcontractors. The Contractor accepts the responsibility and expense for additional costs and delays which may result for Work performed without favorably reviewed submittals.

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Submittals shall be prepared in such form that data can be identified with the applicable Specification paragraph. The data shall clearly demonstrate compliance with the Contract Plans and Specifications and shall relate to the specific equipment to be furnished. Where manufacturer's standard drawings are employed, they shall be marked clearly to show what portion of the data is applicable to this project.

3.0 TRANSMITTAL PROCEDURES

3.1 TRANSMITTAL FORM

A separate transmittal form shall be used for each specific item, class of material, equipment, and items specified in separate, discrete sections, for which the submittal is required. Submittal documents common to more than one piece of equipment shall be identified with all the appropriate equipment numbers. Submittals for various items shall be made with a single form when the items taken together constitute a manufacturer's package or are so functionally related that expediency indicates checking or review of the group or package as a whole. The specification section to which the submittal is related shall be indicated on the transmittal form. Refer to Section 01 31 23, **PROJECT CONTROL SYSTEM**, for transmittal and submittal numbering.

3.2 DEVIATIONS FROM THE CONTRACT

If the submittals show any deviations from the Contract requirements, the Contractor shall submit with the submittal submission a separate written description of such deviations and the reasons therefor. If the Authority accepts such deviation, the Authority shall issue an appropriate Contract Change Order, except that, if the deviation is minor, or does not involve a change in price or in time of performance, a Contract Change Order need not be issued. If any deviations from the Contract requirements are not noted on the submittal, the review of the shop drawing shall not constitute acceptance of such deviations.

3.3 SUBMITTAL COMPLETENESS

The Contractor shall review and check all submittals before submitting them to the Construction Manager. The Contractor shall certify on the transmittal letter and on each shop drawing that they have been checked, are in compliance with the Plans and Specifications, and all deviations from the Contract requirements are noted.

If the Contractor submits an incomplete submittal, the submittal will be returned to the Contractor without review. A complete submittal shall contain sufficient data to demonstrate that the items comply with the Specifications, shall meet the minimum requirements for submissions cited in the Contract Documents, shall include materials and equipment data and seismic anchorage certifications where required, and shall include any necessary revisions required for equipment other than first named.

It is considered reasonable that the Contractor shall make a complete and acceptable submittal to the Construction Manager at least by the second submission of data. The Authority reserves the right to deduct monies from payments due the Contractor to cover additional costs of review beyond the second submission.

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3.4 SUBMITTAL PERIOD

All submittals shall be completed within **forty-five (45)** days after the date established in the Notice to Proceed by the Authority for the commencement of Contract Time or submittal process whichever is earlier, unless the Construction Manager accepts an alternate schedule for submission of submittals proposed by the Contractor.

4.0 REVIEW PROCEDURE

Submittals shall be submitted to the Construction Manager for review and returned within **thirty (30)** days after receipt. Review of submittals has as its primary objective the completion for the Authority of a project in full conformance with the Contract Documents, unmarred by field corrections, and within the time provided. In addition to this primary objective, submittal review as a secondary objective will assist the Contractor in its procurement of equipment that will meet all requirements of the Contract Documents, will fit the structures detailed on the Plans, will be completed with respect to piping, electrical, and control connections, will have the proper functional characteristics, and will become an integral part of a complete operating facility.

After review of each of the Contractor's submissions, the material will be returned to the Contractor with actions defined as follows:

- A. **NO EXCEPTIONS NOTED (RESUBMITTAL NOT REQUIRED)** - Accepted subject to its compatibility with future submissions and additional partial submissions for portions of the work not covered in this submission. Does not constitute approval or deletion of specified or required items not shown in the partial submission.
- B. **MAKE CORRECTIONS NOTED (RESUBMITTAL NOT REQUIRED)** - Same as A, except that minor corrections as noted shall be made by the Contractor.
- C. **MAKE CORRECTIONS NOTED (RESUBMIT)** - Rejected because of major inconsistencies or errors which shall be resolved or corrected by the Contractor prior to subsequent review by the Design Consultant.
- D. **NOT ACCEPTABLE (RESUBMIT)** - Submitted material does not conform to Plans and Specifications in major respect., i.e.: wrong size, model, capacity, or material.

Items A and B above (no resubmittal required) are considered "favorable review". Items C and D above (correction and resubmittal required) are considered "unfavorable review". The Contractor shall resubmit any submittals with an unfavorable review in a timely manner to meet the submittal period specified in Section 01 33 23-3.4 SUBMITTAL PERIOD.

It shall be the Contractor's responsibility to copy and/or conform reviewed submittals in sufficient numbers for its files, subcontractors, and vendors.

5.0 EFFECT OF REVIEW OF CONTRACTOR'S SUBMITTALS

Favorable review of submittals shall be obtained prior to the fabrication, delivery and construction of items requiring submittal review.

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Favorable review of submittals does not constitute a Contract Change Order to the Contract requirements. The favorable review of all submittals by the Design Consultant or the Authority shall apply in general design only and shall in no way relieve the Contractor from responsibility for errors or omissions contained therein. Favorable review shall not relieve the Contractor of its obligation to meet safety requirements and all other requirements of laws, nor constitute a Contract Change Order. Favorable review will not constitute Acceptance by the Authority of any responsibility for the accuracy, coordination, and completeness of the submittals or the items of equipment represented on the submittals.

6.0 MATERIAL LIST

Within **thirty-five (35)** days after the date established in the Notice to Proceed for the commencement of Contract Time or submittal process whichever is earlier, the Contractor shall submit a List of Materials to the Construction Manager for favorable review. The List shall include all items of equipment and materials for mechanical, piping, electrical, heating and ventilating, equipment piping, and plumbing work; and the names of manufacturers with whom purchase orders have been placed. Items on the List shall be arranged in the same order as in these Specifications, and shall contain sufficient data to identify precisely the items of material and equipment the Contractor proposes to furnish. The List shall include the Specifications or Drawing references. After the submission is favorably reviewed and returned to the Contractor by the Construction Manager it shall become the basis for the submission of detailed manufacturer's drawings, catalog cuts, curves, diagrams, schematics, data, and information on each separate item for review by the Construction Manager. No work shall proceed on any item until it has been submitted and favorably reviewed.

7.0 MATERIAL AND EQUIPMENT SUBSTITUTIONS

7.1 GENERAL

In preparing the Contract Documents, the Design Consultant has named those products which to its knowledge meet the requirements of the Technical Specifications and are equivalent in construction, functional efficiency, and durability.

Wherever catalog numbers and specific brands or trade names preceded by "similar and equal" or followed by the designation "or equal" are used in conjunction with a designated material, product, thing, installation, or service mentioned in these Contract Documents, they are used to establish the standards of quality and utility required. The first-named manufacturer is the basis for the Project design and the use of alternative-named or unnamed manufacturer's products proposed by the Contractor may require modifications in the Project design and construction.

Where only one product has been named by brand, it is the only brand, trade name, or manufactured product known to the Design Consultant that meets the requirements of the Technical Specifications.

The Authority has made a determination that no substitution will be considered and that the following listed materials, products, equipment and/or services must be furnished as designated below in order to match others in use by the Authority or because a field test or experiment is being made to determine suitability for future use:

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(List all Applicable Materials, Products, Equipment and/or Services or note "None")

7.2 SUBSTITUTIONS

Substitutions which are equal in quality and utility to those specified will be permitted, subject to the following provisions. For this purpose, the Contractor shall submit to the Construction Manager within forty (40) days of the Notice of Award, a typewritten list containing a description of each proposed substitute item or material. Sufficient data, drawings, samples, literature, calculations, or other detailed information as will demonstrate to the Design Consultant that the proposed substitute is equal in quality and utility to the material specified shall be appended to this list. The Design Consultant will favorably review in writing such proposed substitutions as are, in its opinion, equal in quality to the items or materials specified. In the event that a substitute is favorably reviewed, fifty percent (50%) of all savings shall be credited to the Authority.

Failure of the Contractor to submit proposed substitutions for review in the manner described above and within the time prescribed shall be sufficient cause for rejection by the Construction Manager of any substitutions otherwise proposed.

7.3 MODIFICATIONS AND COSTS

If alternative-named or substitutions are proposed by the Contractor and favorably reviewed by the Design Consultant, the Contractor is responsible for providing, at no additional cost to the Authority, any electrical, mechanical, structural, or other related changes or testing that may be required to accommodate or provide the particular material or equipment the Contractor desires to use. Any deviation from the Specifications or the Drawings resulting from the type of material or equipment to be used shall not be the basis for any "extra charges" above and in excess of the original Contract Bid Price of the work.

In addition the Contractor is responsible for all additional costs to the Authority, and its agents and representatives, for evaluation of data submitted by the Contractor for alternative named or substitutions and any redesign necessary. The Authority shall deduct said costs from the Contract monies due the Contractor.

8.0 **SEISMIC DESIGN AND ANCHORAGE OF EQUIPMENT AND OTHER APPURTENANT FACILITIES**

All pieces of electrical, mechanical, and instrumentation equipment and appurtenant facilities which are mounted or anchored shall be so designed and installed as to be in conformance to all requirements of the California Building Code for the edition adopted by the governing jurisdiction, both for vertical and lateral loading. This requirement applies, but is not limited to, such items as light fixtures, electrical and instrumentation panels, tanks, pumps, piping, pipe supports and hangers, conduits and supports, generators, motors, fans, ventilating ducts and equipment, and other similar equipment or facilities. All Authority equipment or facilities within these Specifications or on the Drawings shall be considered essential and shall be designed and anchored to resist seismic forces. Such equipment or facilities shall be functional during and after an earthquake. Anchorage or restraints shall be so designed as to resist the greater of the specified or code required forces acting in any direction. The design

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of the entire anchoring system, and the furnishing of any part of the anchoring system which must be integral with the equipment or facilities, shall be the responsibility of the manufacturer or supplier. The Contractor, working closely with the manufacturer or Supplier, shall be responsible for furnishing or installing any anchors or restraints which are independent of the equipment or facilities. Examples, but not limited to those noted, are anchor bolts, restraining curbs, walls, or angles and similar items.

Shop drawings for seismic anchorages listed in these specifications shall be submitted. Shop drawing submittals shall include calculations, details, and other amplifying data demonstrating conformance to the seismic requirements of this paragraph. Such calculations shall be prepared and signed by a Civil or Structural Engineer registered in the State of California.

Although calculations will not be required, manufacturers shall assure that equipment has been designed and constructed to safely transfer seismic induced loads through the equipment and to the anchorage systems without failure of equipment components.

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SECTION 01 42 00

REFERENCES

1.0 CODES AND STANDARDS

Where local codes or standards are referred to in these Specifications, the Contractor may inspect such documents at the City or County office.

2.0 DEFINITIONS OF WORDS AND TERMS

Where used in the Contract Documents, the following words and terms shall have the meanings indicated. The meanings shall be applicable to the singular, plural, masculine and feminine of the words and terms.

Acceptance. Formal action of the Authority in determining that the Contractor's work has been completed in accordance with the Contract and in notifying the Contractor in writing of the acceptability of the Work.

Acts of God. "Acts of God" shall include only the following occurrences or conditions and effects: earthquakes in excess of a magnitude of 3.5 on the Richter Scale and tidal waves.

Addenda. Supplemental written specifications or drawings issued prior to bid submittal which modify or interpret the project manual by addition, deletion, clarification, or corrections.

Agreement. The written document covering the performance of the Work as more fully described in the Contract Documents. Also referred to as the Contract.

Authority. The word "Authority" refers to Silicon Valley Clean Water (formerly called the South Bayside System Authority), the governing body of which is termed the "Commission".

Quote. Offer of a Bidder submitted on the prescribed form setting forth prices of the work to be performed. Also referred to as Proposal or Bid.

Bidder. Individual, partnership, corporation, or a combination thereof, including joint venturers offering a quote to perform the work.

Construction Manager. The person designated, in writing, by the Authority to act as its representative at the construction site and to perform construction inspection services and administrative functions relating to this Contract. Initial contact by the Contractor with the Authority shall be through the Construction Manager.

Construction Schedule. A plan of construction progress conforming to the requirements of Specification Section 01 10 00-8.0, **CONSTRUCTION SCHEDULES**.

Contract Change Order. A written order to the Contractor, covering changes in the plans or quantities, or both, and establishing the basis of payment and time adjustments for the work
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affected by the changes. Also referred to as a Change Order.

Contract Documents. The words "Contract Documents" shall mean any or all of the following items, as applicable:

- Division 0 – Bidding and Contract Requirements (00 11 13 and others following)
- General Requirements
- References
- Shop Drawings, Product Data, and Samples
- Technical Specifications (02000 and others following)
- Appendices
- Plans
- Addenda or Bulletins of Instruction, if any
- Executed Change Orders, if any
- Field Orders, if any
- Notice to Proceed
- Permits
- Geotechnical Baseline Report
- Geotechnical Data Report

Each of these items is to be considered by reference as part of the Contract Documents, also referred to as Contract.

Contract Price. Also referred to as Contract Amount. The amount payable to the contractor under the terms and conditions of the Contract based on the price given on the bidding schedule, with adjustments made in accordance with the Contract. The base amount given in the bidding schedule shall be either a lump sum bid or the summation of the unit price bids multiplied by the estimated quantities set forth in the bid form.

Contract Time. Number of calendar days stated in the contract for the completion of the Work.

Contractor. The individual partnership, corporation, or combination thereof including joint venturers who enter into the Contract with the Authority for the performance of the Work. The term covers subcontractors, equipment and material suppliers, and their employees.

Contractor's Plant and Equipment. Equipment, material, supplies, and all other items, except labor, brought onto the site by the Contractor to carry out the Work, but not to be incorporated in the Work.

Conveyance System. The infrastructure of pipelines, pump stations and all appurtenances related to the conveyance of raw wastewater from the public collection systems of the Authority's member agencies to the treatment plant.

Critical Path. The Critical Path is defined as the longest continuous path of activities in a network logic diagram with the least amount of float.

Days. The word "Days" shall mean calendar days, including legal holidays, Saturdays and Sundays, unless specifically noted otherwise.

Design Consultant. The term "Design Consultant" refers to the person or firm designated by **Error! Unknown document property name. (Error! Unknown document property name.)**

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the Authority to perform architectural and/or engineering functions on the Project. During construction certain functions will be performed at the direction of the Construction Manager.

Direct. Action of the Authority or Construction Manager by which the Contractor is ordered to perform or refrain from performing work under the Contract.

Drawings. "Drawings" shall mean Plans.

Favorable Review. "Favorable Review" means that the person or entity acting on behalf of the Authority has reviewed a proposal or submittal and found it acceptable as to the aspects for which review was sought. "Favorable Review" does not imply any approval of deviations from the Contract Documents, which can only be made by formal field Directive, Field Order or Contract Change Order.

Field Directive. Written documentation of the actions of the Authority or Construction Manager in directing the Contractor. Also referred to as a Directive.

Field Order. A written instruction given to the Contractor authorizing work that is a change to the scope of work carried out on a time and material basis.

Float. "Float" or "total float" is the difference between the early finish date and the late finish date of an activity.

Furnish. To deliver to the job site or other specified location any item, equipment or material.

General Conditions. NOT USED.

General Requirements. Section 01 10 00, General Requirements, which form part of the Contract Documents establishing special conditions or requirements peculiar to the work and supplementary to the General Conditions.

Herein. Refers to information presented in the Contract Documents.

Holidays. Legal holidays shall include the following holidays designated by the Authority: New Year's Day, President's Day, Memorial Day, Independence Day, Labor Day, Thanksgiving Day, the day after Thanksgiving, and Christmas Day.

Install. Placing, erecting, or constructing complete in place any item, equipment, or material.

Notice of Award. Notice of Award shall mean the written notice issued by Authority to Contractor that the Contract was awarded by the Commission. The Notice of Award requires that the Contractor shall execute a written Agreement and required supplementary documents and submit them to the Authority within twenty (20) days after the Contractor's receipt of the Notice of Award.

Notice to Proceed. Notice to Proceed shall mean the written notice issued by Authority to Contractor authorizing the Contractor to proceed with the Work and establishing the date of commencement of the Contract Time. Notice to Proceed may or may not include separate dates establishing the date of commencement of the submittal process.

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Owner. The word "Owner" means Silicon Valley Clean Water.

Paragraph. For reference or citation purposes, a paragraph shall refer to the paragraph, or paragraphs, called out by paragraph number and alphanumeric designator.

Person. The term, "Person" includes individuals, firms, companies, corporations, partnerships, joint ventures and any other form of a business entity.

Plans. "Plans" shall mean Drawings.

Project. The work of construction to be performed under the provisions of the Contract.

Provide. Furnish and install, complete in place.

Punch List. List of incomplete items of work and of items of work which are not in conformance with the Contract, prepared by the Construction Manager.

Shall. Refers to mandatory actions entered into by the Contractor or the Authority as a covenant with the other party to do or to perform the action. "Shall" is interchangeable with "will."

Shown. Refers to information presented on the drawings, with or without reference to the drawings.

Specify. Refers to information described, shown, noted or presented in any manner in any part of the Contract.

Subcontractor. A subcontractor is a person or entity who has a direct contract with the Contractor to perform any of the Work at the site. The term subcontractor means a subcontractor or subcontractor's authorized representative. The term subcontractor, does not include any separate contractor or any separate contractor's subcontractors.

Submittals. The information which is specified for submission to the Construction Manager in accordance with the Contract Documents.

Substantial Completion. Sufficient completion of the Project or the portion thereof to permit utilization of the Project or portion, not only that the work be sufficiently completed to permit utilization, but also that the Authority can effectively utilize the substantially completed work. Determination of substantial completion is solely at the discretion of the Authority. Substantial Completion does not mean complete in accordance with the Contract. Substantial Completion of all or any part of the Project does not entitle the Contractor to Acceptance under the Contract.

Substantial Completion Date. Date when the Authority puts into service, the Project, or that portion of the Project that has been determined to be substantially complete.

Sub-subcontractor. A sub-subcontractor is a person or entity who or which has a direct or indirect contract with a subcontractor to perform any of the Work at the site. The term sub-subcontractor means a sub-subcontractor or an authorized representative thereof, also sometimes referred to as subtier-subcontractor.

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Supplier. Any Person who or which supplies materials or equipment for the Work, including that fabricated to a special design, including a Subcontractor or a Sub-Subcontractor.

Surety. The entity that joins with the Contractor in assuming liability for the faithful performance of the Work and for the payment of all obligations pertaining to the Work in accordance with the Contract Documents by issuing bonds or other financial guaranty required by the Contract Documents or by law.

Technical Specifications. Sections 02000 and all others following of the Contract Documents consisting of written descriptions of the technical features of materials, equipment, constructions systems, standards, and workmanship.

Will. Interchangeable with "Shall".

Work. The labor, materials, equipment, supplies, services, and other items necessary for the execution, completion and fulfillment of the Contract.

Work Day. Any day except Saturday, Sunday, and legal holidays.

***** END OF SECTION *****

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01 33 23-5

DIVISION 2 THROUGH 17

Technical Specifications

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APPENDIX 1

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APPENDIX-1

Note to Specification Preparer: This is the long-form version of the SVCW contract documents. Insert project name, CIP#, and project date below. Delete this note during specification development.

SILICON VALLEY CLEAN WATER

CONTRACT DOCUMENTS

FOR

INSERT PROJECT NAME AND CIP#

INSERT PROJECT DATE (Month/Year)

Recommended for Approval: SVCW Authority Engineer

Approved for Bidding: SVCW Manager

SECTION 00 01 07
PROJECT SEALS/STAMPS

**** Insert Designer Stamps HERE ****

INSERT PROJECT NAME (INSERT CIP)
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Silicon Valley Clean Water
Contract Documents

(INSERT PROJECT NAME/TITLE and CIP #)

Section 00 01 10

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Section 00 21 13 Instructions to Bidders 00 21 13-1

Note to Specification Preparer: Include the following Section 00 22 19 if the Authority requires that “Escrow Bid Documents” should be submitted for this project. If not, note “NOT USED” in the title of Section 00 22 19 and delete sub-sections 1.0 through 8.0 below. Delete this note during specification development.

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 2.0 Ownership 00 22 19-2

 3.0 Program 00 22 19-2

 4.0 Format and Contents 00 22 19-2

 5.0 Submittal 00 22 19-2

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 2.0 Record Drawings and Soils Borings 00 31 00-1

Section 00 41 00 Bid Form 00 41 00-1

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Note to Specification Preparer: Only include the following section if Tanner Pacific is performing the Construction Management on this project. If not, please note “NOT USED” and delete all subsections.

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Note to Specification Preparer: Include the following Section 01 41 00-5.0, Mitigation Measures if the Project falls outside of the boundaries of the drainage footprint of the sewage treatment plant. IF IT FALLS WITHIN THE TREATMENT PLANT BOUNDARIES then use Section 01 41 00-3.0 and DELETE this Section 01 41 00-5.0 and 01 41 00-4.0 and indicate "4.0 NOT USED" and "5.0 NOT USED". Delete this note during specification development.

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Note to Specification Preparer: Only include Section 01 71 37 if any openings and penetrations are referenced or required in the technical specifications. If not, please note "NOT USED".

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DIVISION 2 through 17 – TECHNICAL SPECIFICATIONS

(Insert as Required)

Note to Specification Preparer: These Appendices should come directly after the final Technical Specification in the Table of Contents.

Note to Specification Preparer: Reserve Appendix 1 for any future use of the OCIP Insurance Program. Delete this note during specification preparation.

Appendix 1 NOT USED

Note to Specification Preparer: If the Owner is not using SRF funding for this project, delete Appendix 2 and note “NOT USED”. If the Project is using SRF funding, contact the Authority for the latest version of Appendix 2 as the SWRCB requirements change periodically. This is extremely important in order to comply with the SWRCB bidding requirements.

Appendix 2 Contract Provisions of the State Water Resources Control Board

Note to Specification Preparer: Only include Appendix 3 (and applicable subsections 3A, 3B and 3C) if the Project exists outside of the boundaries of the drainage footprint of the sewage treatment plant. Appendices 3A through 3C to be prepared by the Design Consultant. If not, please note “Appendix 3 NOT USED” and delete Appendix 3A, 3B and 3C below and their respective titles.

Appendix 3A Authority Provided Storm Water Pollution Prevention Plan (SWPPP)

Appendix 3B Authority’s Risk Assessment

Appendix 3C Report of Known Pollutants and Contaminants

Appendix 4 DIR Database Labor Trade Classifications

Appendix 5 Example Equipment Summary Forms

Appendix 6 SVCW Sample Site Guidebook

Note to Specification Preparer: All other Appendices shall be labeled Appendix 57, et seq.

Note to Specification Preparer: The most recent version of Plan Sheet T0.1 – Traffic Flow Plan shall be included directly after the Plan cover sheet(s) for projects that take place on the SVCW plant site.

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SECTION 00 11 13

NOTICE TO CONTRACTORS

Notice is hereby given that sealed bids will be received by Silicon Valley Clean Water (SVCW) in the office of the Secretary for the Authority at any time prior to **(2:00:00 p.m. on Day and Date)** for furnishing all labor, materials, equipment, and services for the construction of improvements designated as:

(Project Name and CIP #)

All said work is to be completed as shown on the Plans and Specifications as approved by the Authority.

The location of the office of the Secretary for the Authority:

SILICON VALLEY CLEAN WATER
Attn: Secretary
1400 Radio Road
Redwood City, CA 94065

Sealed Bids may be hand delivered or mailed to the above address. Bids will not be accepted via facsimile nor email.

Bids will be publicly opened, examined, and declared on said day and hour, and will be referred to the Commission of the Authority for subsequent action.

Note to Specification Preparer: Choose one of the two paragraphs below which should be in accordance with Section 00 43 93 (Optional or Mandatory Attendance to Prebid Meeting). If a Specialty Contractor is not required at the Mandatory Prebid meeting, delete last two sentences in the paragraph. Delete this note and the paragraph that is unused during specification development.

Optional Attendance to Prebid Option (Delete this paragraph if unused):

An optional prebid conference will be held at **(Time)** on **(Day and Date)** at **(Location)**.

Mandatory Attendance to Prebid Option (Delete this paragraph if unused):

A mandatory prebid conference will be held at **(Time)** on **(Day and Date)** at **(Location)**. This prebid conference is mandatory for all prospective bidders. Failure to attend this mandatory prebid conference will make any bid submitted by Bidder unresponsive and will be rejected. The Bidder will be required to comply with Specification Section 00 45 13, **CERTIFICATION OF BIDDER'S EXPERIENCE AND QUALIFICATIONS**. The Bidder's Designated (Insert Specialty) Subcontractor will be required to comply with Specification Section 00 45 14, **CERTIFICATION OF BIDDER'S SPECIALTY SUBCONTRACTOR'S QUALIFICATIONS AND EXPERIENCE** and attend the mandatory prebid conference. Failure of the Bidder's Designated (Insert Specialty) Subcontractor to attend shall make a Bidder's bid unresponsive.

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Note to Specification Preparer: If the bid process is conducted while COVID-19 restrictions are in place, unshade and edit the following shaded paragraphs and delete the shaded prebid meeting paragraphs above. Otherwise, delete the shaded paragraphs below. Delete this note during specification development.

Bids will be publicly opened, examined and declared on said day and hour, and will be referred to the Commission of the Authority for subsequent action. Bid opening can be viewed live at **(insert link)** (for computer use) or by calling **(Insert phone number)**. The tinyurl will link to a Microsoft Teams virtual meeting.

A mandatory virtual prebid conference will be held at **(Time)** on **(Day and Date)** at **(link)**. (for computer use) or by calling **(Insert phone number)**. The tinyurl will link to a Microsoft Teams virtual meeting. This mandatory virtual prebid conference will be recorded. This virtual prebid conference is mandatory for all prospective bidders. Failure to attend this virtual mandatory prebid conference will make any bid submitted by Bidder unresponsive and will be rejected. The Bidder will be required to comply with Specification Section 00 45 13, **CERTIFICATION OF BIDDER'S EXPERIENCE AND QUALIFICATIONS**. The Bidder's Designated **(Insert Specialty)** Subcontractor will be required to comply with Specification Section 00 45 14, **CERTIFICATION OF BIDDER'S SPECIALTY SUBCONTRACTOR'S QUALIFICATIONS AND EXPERIENCE** and attend the mandatory prebid conference. Failure of the Bidder's Designated **(Insert Specialty)** Subcontractor to attend shall make a Bidder's bid unresponsive.

A mandatory prebid site visit will be held at **(Time)** on **(Day and Date)** at **(Location)**. This prebid site visit is mandatory for all prospective bidders. Failure to attend this mandatory prebid site visit will make any bid submitted by Bidder unresponsive and will be rejected. The Bidder will be required to comply with Specification Section 00 45 13, **CERTIFICATION OF BIDDER'S EXPERIENCE AND QUALIFICATIONS**. The Bidder's Designated **(Insert Specialty)** Subcontractor will be required to comply with Specification Section 00 45 14, **CERTIFICATION OF BIDDER'S SPECIALTY SUBCONTRACTOR'S QUALIFICATIONS AND EXPERIENCE** and attend the mandatory prebid site visit. Failure of the Bidder's Designated **(Insert Specialty)** Subcontractor to attend shall make a Bidder's bid unresponsive. Only two representatives per company will be permitted.

Note to Specification Preparer: If partnering will be used in this project, unshade the following paragraph. Otherwise, delete the paragraph. Delete this note during specification development.

The successful Bidder will have the opportunity to enter into a partnering agreement with the Authority for the Contract. Partnering consists of a voluntary effort by all parties to develop joint goals and establish a cooperative rather than adversarial atmosphere while executing the Contract. The objective of partnering is effective completion of the work on schedule, within budget, and in accordance with the Contract Documents. Partnering shall commence and proceed as specified in the General Requirements.

Under California Laws and Regulations, the Authority shall inform all prime contractors of public works, to the extent feasible, of relevant public work requirements. Therefore, SVCW hereby advises all bidders that the successful bidder shall:

1. Employ the appropriate number of apprentices on the job site as set forth in California Labor Code 1777.5;

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2. Provide workers' compensation coverage, as set forth in California Labor Code Sections 1860 and 1861;
3. Keep and maintain the records of work performed on the Project, as set forth in Labor Code Section 1812;
4. Keep and maintain accurate payroll records as required under Labor Code Section 1776 which shall be certified and available for inspection pursuant to that Section and California Code of Regulations, Division 1, Chapter 8, Subchapter 3, Article 6, Section 16400 (e); and
5. Be subject to other requirements imposed by law.

Bidders are hereby notified that, pursuant to the provisions of Labor Code, Sections 1770 et seq., SVCW has obtained from the Director of the Department of Industrial Relations the general prevailing rate of per diem wages and a general prevailing rate for holidays, Saturdays and Sundays, and overtime work in the locality in which the work is to be performed for each craft, classification, or type of worker required to execute the Contract. Bidders shall notify the Authority of the labor trade classifications used, as outlined in Section 00 21 13, **INSTRUCTIONS TO BIDDERS**. A copy of said prevailing rate of the per diem wage is on file at the offices of the Authority, 1400 Radio Road, Redwood City, CA 94065. Said prevailing rate of per diem wages will be made available to any interested party upon request and a copy thereof shall be posted at the job site.

(Ref: http://www.dir.ca.gov/dlsr/statistics_research.html#PWD)

The Authority will not recognize any claim for additional compensation because of the payment by the Contractor of any wage rate in excess of the prevailing wage rates on file as aforesaid. The possibility of a wage increase is one of the elements to be considered by the Bidder in determining his/her/its bid and will not, under any circumstances, be considered as the basis of a claim against SVCW.

Bidders are hereby notified that if the Contract will be entered into or financed by or with the assistance of agencies of the United States, SVCW must comply with Federal prevailing wage requirements. A copy of the current prevailing rates under Federal law is included in the "Supplementary General Conditions" for this Project if so required by Federal law.

The successful Bidder and its subcontractors shall employ workers which consistently display and demonstrate proper moral, ethical and professional conduct to all fellow workers, employees and representatives of the Authority and other involved parties.

Note to Specification Preparer: If this project requires a bid item to comply with Section 6700-6708 of the California Labor Code, as shown in Sample Item 4 of the Bid Schedule in Specification Section 00 41 00, unshade the following paragraph. If not, delete the paragraph. Delete this note during specification development.

Pursuant to the provisions of California Labor Code Section 6707, each Bid submitted in response to this Notice to Contractors shall contain, as a bid item, adequate sheeting, shoring, and bracing, or equivalent method, for the protection of life and limb in trenches and open excavation, which shall conform to applicable safety orders. By listing this sum, the

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Bidder warrants that its action does not convey tort liability to the Authority, the Design Consultant, the Construction Manager, and their employees, agents, and subcontractors.

Note to Specification Preparer: If the Authority is using SRF and/or WIFIA financing on this project, unshade the following paragraphs. If not, delete the paragraphs. Delete this note during specification development.

Funding for this project is expected to be provided in full or in part by the Clean Water State Revolving Fund (SRF) through an agreement with the State Water Resources Control Board (SWRCB) and Silicon Valley Clean Water and/or the Water Infrastructure Finance and Innovation Act (WIFIA) through an agreement with the US EPA and Silicon Valley Clean Water. Contractor and all subcontractors shall fully comply with all applicable federal and state laws, rules, and regulations, including but not limited to the following included in these specifications:

- Section 00 73 00-2.0 - State Revolving Fund Program
- Appendix 2 - Contract Provisions of the State Water Resources Control Board
 - Part 1: American Iron and Steel (AIS) Requirements
 - Part 2: Disadvantaged Business Enterprise (DBE) Requirements
 - Part 3: Davis-Bacon Act Prevailing Wage Requirements

As part of the SRF/WIFIA funding requirements, Contractor shall cooperate with and exercise the six "Good Faith" efforts to achieve participation of disadvantaged business enterprises (DBEs). If a Contractor subcontracts any work for construction, supplies, equipment, or services, Contractors must follow the DBE Good Faith Efforts, prior to the bid opening date. Contractor must advertise solicitations for bids/proposals one time, a minimum of 30 calendar days before the bid opening date, in a newspaper of general circulation, including posting solicitations to the Minority Business Development Agency of the Department of Commerce and/or Small Business Administration. Proof of advertisement (Affidavit of Publication) in a newspaper of general circulation shall be submitted with the Good Faith Effort. Refer to Section 00 73 00-2.2 and Appendix 2 - Part 2 for details.

As part of the SRF/WIFIA funding requirements, Contractor and all subcontractors shall comply with the Davis-Bacon Act prevailing wage rate determinations requirements for this project and shall pay, at a minimum, the latest federal wage rate incorporated into the specifications, unless State prevailing wage is higher. This applies to pre-construction work which includes, but is not limited to, design, site assessment, feasibility studies, and land surveying. Refer to Section 00 73 00-2.4 and Appendix 2 - Part 3 for details.

Note to Specification Preparer: If this project is required to employ a Skilled and Trained Workforce, unshade the following paragraph. If not, delete the paragraph. Delete this note during specification development.

Bidders are hereby notified that, pursuant to Public Contract Code Section 2600, this project is required to employ a Skilled and Trained Workforce and must comply with the Skilled and Trained Workforce requirements defined by the Department of Industrial Relations.

Note to Specification Preparer: Confirm with SVCW that Contract Documents are to be purchased from Barker Blue. If not, update the shaded section in the paragraph below. Delete this note during specification development.

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Copies of the Contract Documents are on file and available for public inspection in the SVCW Secretary's Office, 1400 Radio Road, Redwood City. The Contract Documents may be purchased at the Barker Blue Office located at 363 North Amphlett Blvd., San Mateo, California 94401, (650) 696-2100 for a non-refundable charge of approximately \$_____ for a hard copy or \$_____ for an electronic copy. Contract Documents will be mailed for an additional charge. Partial sets of Contract Documents are not available from the Authority.

Each Bid must conform and be responsive to the Notice to Contractors, the Plans and Specifications, and all other documents comprising the Contract Documents. Each Bid shall be presented under sealed cover and shall be accompanied by a certified check made payable to the Authority or a Proposal Guarantee Bond in an amount not less than ten (10) percent of the Bid amount. The check or bond shall be given as a guarantee that the Bidder will execute the Contract in conformance with the form of Agreement contained in the Contract Documents and will furnish the bonds and insurance policies as specified therein within twenty (20) days after notification of the award of the Contract to the successful Bidder.

Bidders shall develop and submit bids at their own expense. The Authority will not reimburse any costs associated with the development and submittal of any and all Bids. All bids and supporting documents will become the property of Silicon Valley Clean Water and upon selection of the successful Bidder and before award of the Contract, all Bids and supporting documents will become public record and subject to disclosure as required by the California Public Records Act.

The Authority reserves the sole right to reject any and all Bids and to waive any informality in a Bid.

Note to Specification Preparer: Confirm with SVCW the number of days listed in the paragraph below and coordinate the said number of days with Specification Sections 00 21 13 and 00 41 00. Delete this note during specification development.

No Bidder may withdraw its Bid for a period of **seventy (70)** days after the date set for the opening thereof.

At the successful Contractor's option, securities may be substituted for the required retention, in accordance with the provisions of Section 22300 of the State of California Public Contract Code.

In accordance with the provisions of California Public Contract Code Section 3300, the Authority has determined that the Contractor shall possess as a minimum a valid Class **(Type)** License. In accordance with the provisions of California Business and Professions Code Section 7028.15, a Bid submitted to the Authority by a Contractor who is not licensed in accordance with Chapter 9 of the California Business and Professions Code shall be considered non-responsive and shall be rejected by the Authority.

The Authority requires Contractors performing work on its projects to provide a safe worksite and to comply with all Federal, State and Local Safety and Health regulations. Further, the Bidders must certify compliance with mandatory safety programs.

The above-mentioned Project is a public work. Therefore, the prime Contractor and all Subcontractors for the Project must be registered with the California Department of Industrial
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Relations pursuant to the provisions of Labor Code Section 1725.5 in order to be qualified to bid on, be listed in a bid proposal, or engage in the performance of any work under the Contract for the Project. (All code references herein are to California codes). A bid shall not be accepted nor any contract or subcontract be entered into without proof of the Contractor's or Subcontractor's current registration to perform public work pursuant to Labor Code Section 1725.5.

Pursuant to Labor Code Section 1771.4, the Project is subject to compliance monitoring and enforcement by the Department of Industrial Relations. The prime Contractor shall post jobsite notices as prescribed by regulation and the prime Contractor and each Subcontractor shall furnish the records specified in Labor Code Section 1776 directly to the Labor Commissioner as specified in said Section 1771.4. Pursuant to Labor Code Section 1773.3, the Authority shall provide notice to the Department of Industrial Relations of the award of this Contract within five days of the award.

***** END OF SECTION *****

SECTION 00 21 13

INSTRUCTIONS TO BIDDERS

The work to be performed is described in the Contract Documents titled, **(Project Name and CIP #)**, dated **Date** and prepared by **Design Consultant** for Silicon Valley Clean Water (SVCW).

All Bidders shall carefully examine the Contract Documents and satisfy themselves as to their sufficiency; and shall not at any time after the submission of the Bid dispute or complain that there is any misunderstanding in regard to the location, extent, nature or amount of work to be performed. The Bidder shall notify the Authority of all conflicts, errors, or discrepancies in the Contract Documents. Intended Bidders are required to visit the site of the work and familiarize themselves with the existing conditions there as well as all other conditions relating to construction and labor under which the Work will be performed and affecting cost, progress or performance of the Work. The submitting of a Bid shall be considered an acknowledgement on the part of the Bidder of familiarity with conditions at the site of Work. Section 00 43 00, **SITE VISIT AFFIDAVIT**, is required to be submitted with the Bid.

Bids for the Work shall be made on the forms contained in the Contract Documents as listed on the Bidder's Checklist at the end of this Section. A complete set of documents shall be placed in an envelope, sealed, and addressed to:

SILICON VALLEY CLEAN WATER
Attn: Secretary
1400 Radio Road Redwood City, CA 94065
BID: **Project Name (and CIP #)**

If the Bidder wishes to hand deliver the sealed Bid, the Bid shall be addressed as stated above and delivered to the same address.

The Authority reserves the right to postpone the date and time for receiving and/or opening of Bids at any time prior to the date and time established in the Notice to Contractors. Postponement notices may be emailed and will be subsequently mailed to plan holders of record in the form of an addendum.

Note to Specification Preparer: Choose one of the two paragraphs below which should be in accordance with Section 00 11 13 (Optional or Mandatory Attendance to Prebid Meeting). Delete this note and the paragraph that is unused during specification development.

Optional Attendance to Prebid Option (Delete this paragraph if unused):

A prebid conference will be held at the time and place stipulated in Section 00 11 13, **NOTICE TO CONTRACTORS**. The conference will be conducted by the Authority. Bidders interested in bidding this Project, Subcontractors, and other interested parties are advised to attend this conference. It is intended that a tour of the site of the Work will also be conducted at this time.

Mandatory Attendance to Prebid Option (Delete this paragraph if unused):

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A mandatory prebid conference will be held at the time and place stipulated in Section 00 11 13, **NOTICE TO CONTRACTORS**. This prebid conference is mandatory for all prospective Bidders. The prebid conference will be conducted by the Authority. Bidders interested in bidding this Project are required to attend this mandatory prebid conference. Failure to attend this mandatory prebid conference will make any Bid submitted by Bidder unresponsive and will be rejected. The Bidder's Designated (Insert Specialty) Subcontractor is also required to attend this mandatory prebid conference. Failure of the Bidder's Designated (Insert Specialty) Subcontractor to attend shall make a subcontractor Bid unresponsive. Other interested parties are invited to attend this prebid conference. It is intended that a tour of the site of the Work will also be conducted at this time.

Addenda may be issued to all plan holders during the Bid period. Any and all Addenda issued shall become part of the Contract Documents and shall be fully considered by all Bidders during the formation of Bids. It is the responsibility of the Bidder to contact the Authority to determine the existence of any and all Addenda. Failure of any bidder to receive such Addenda shall not be justification for non-compliance with the terms of the instructions.

Bids shall be delivered to the Authority at the above address before the time set for the opening of Bids as provided in Section 00 11 13, **NOTICE TO CONTRACTORS**.

As soon as practicable after the expiration of the time for submission of Bids, all Bids will be publicly opened, read, declared, and referred to the Commission of the Authority for action.

Bids shall be filed as noted above and shall include the completed documents indicated on the Bidder's Checklist at the end of this Section.

Bids to receive consideration shall be made in accordance with the following instructions:

- a. Bids shall be made upon the separate form provided therefor, a copy of which is included with these Contract Documents. The signature of all persons executing the Bid shall be in longhand writing. The completed form shall be submitted without interlineations, alterations, or erasures.
- b. Bids shall contain only the quotations for which the form is prepared. Alternative Bids will not be considered unless called for. No oral, telegraphic, or telephonic bids, or modifications, will be considered.
- c. In accordance with California Public Contract Code, Section 4100 et. seq., as amended, each Bidder shall submit with its Bid on the form provided in Section 00 43 36, **DESIGNATION OF SUBCONTRACTORS**, the name and address of each subcontractor, and the portion of the work which each subcontractor will do. If the Contractor fails to name the subcontractors in its proposal, the Bidder shall be deemed to have agreed to perform such portion of the work itself and shall not be permitted to subcontract said portion of the work without previous written permission of the Authority.
- d. The Bid may be withdrawn by the Bidder prior to, but not after, the time fixed for the opening of the Bids except as provided for in Public Contract Code Section 5101 and 5103.

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- e. Bids shall be accompanied by an unconditional check certified by a responsible bank of an amount not less than ten (10) percent of the aggregate of the Bid payable to the order of the Authority, or by a Proposal Guaranty Bond for the said amount and so payable written by an admitted surety insurer. Said check or bond shall be a guarantee that the Bidder, if awarded the Work, will, within twenty (20) days after Notice of Award: (1) enter into a Contract, (2) furnish a bond of faithful performance and a labor and material bond, and (3) furnish insurance policies. Additionally, the Bidder will submit Appendix 4, DIR Database Labor Trade Classifications, twenty (20) days after Notice of Award. In case of refusal or failure to enter into said Contract, the check or bond, as the case may be, shall be forfeited to the Authority, the proceeds therefrom being hereby agreed upon as liquidated damages to the said Authority on account of the delay in the execution of the Contract and required bonds and the performance of the Work thereunder, and the necessity of accepting a higher or less desirable Bid resulting from such failure or refusal to execute the Contract and the bonds as required. Upon the execution of the Contract and the approval on behalf of the Authority of the accompanying bonds and insurance policies, all certified checks that accompany Proposals and that have not heretofore been returned, will be returned, each to its maker. Award of the Contract will be made within seventy (70) days after the opening of Bids to the lowest responsive, responsible Bidder complying with these instructions, Section 00 11 13, **NOTICE TO CONTRACTORS**, and such other pertinent provisions of the Contract Documents as may apply. If award is made, it will be based on the lowest responsive, responsible Bid whose total Bid Amount, excluding alternates, yields the lowest total Contract Price. Selection of any or all alternates shall be at the sole discretion of the Authority. The Authority, however, reserves the right to reject any or all Bids, and to waive any informality in Bids received.

Note to Specification Preparer: Confirm with SVCW the number of days shaded in the paragraph above and coordinate the said number of days with Specification Sections 00 11 13 and 00 41 00. Delete this note during specification development.

Note to Specification Preparer: The Base Bid determination provided is for projects without Alternates or where Alternates are not to be considered to determine the low bid submitted. Change “excluding” to “including” above, if Alternates are to be considered to determine the low bid. See Exhibits 8 and 9 for options that include Alternates. Delete this note during specification development.

- f. Each Bidder shall be licensed in accordance with the provisions of the Contractors License Law of California as stipulated in Section 00 11 13, **NOTICE TO CONTRACTORS**.
- g. If the Authority has reason to believe that collusion exists among Bidders, the Authority will reject the Bids of the known participants in such collusion and may, at its option, require that all Bidders certify under penalty of perjury, that no collusion has occurred or exists. The Authority also, at its option, may reject all Bids received. In accordance with Public Contract Code Section 7106 the Contractor shall complete and file with its Proposal the Noncollusion Declaration in Section 00 45 19, **NONCOLLUSION DECLARATION**. Public Contract Code Section 7106 requires that the affidavit must be duly sworn.
- h. The Authority requires that the Contractor conducts its operations in a manner to

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eliminate or reduce hazards and risks associated with the Contractor's activities, to prevent accidents and injuries, and to prevent property damages. Each Bidder shall certify under penalty of perjury that it will provide evidence that it can comply with the required mandatory Safety Programs delineated in the Affidavit of Safety Compliance contained in Specification Section 00 45 22. The Bidder will be evaluated on the basis of Part E, Evaluation Worksheet.

If a Bidder does not submit an Affidavit of Safety Compliance with the Bid the Bidder will be deemed a non-responsive or a non-responsible Bidder, and be disqualified.

- i. All Bidders shall submit duly sworn and notarized, Section 00 45 21, **ACKNOWLEDGMENT OF INSURANCE REQUIREMENTS.**

All questions regarding this Bid shall be addressed to:

Name
Company/Agency Name
Mailing Address (PO or Street)
City, State & Zip
Email Address

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The following constitutes the Bidder's Checklist of completed documents to be submitted with all Bids:

<u>Item</u>	<u>Checked</u>
1. Proposal (Section 00 41 00)	_____
2. Site Visit Affidavit (Section 00 43 00)	_____
3. Bid Security Bond (Section 00 43 13) or Cashier's Check written to Silicon Valley Clean Water for ten (10) percent of the total amount of the Bid Proposal.	_____

Note to Specification Preparer: Use number 4 if major equipment and material suppliers are required for this Project, otherwise delete number 4 and renumber the subsequent list items. Delete this note during specification development.

4. Schedule of Major Equipment and Material Suppliers (Section 00 43 33)	_____
5. Designation of Subcontractors (Section 00 43 36)	_____
6. Certification of Bidder's Experience and Qualifications (Section 00 45 13)	_____
6a. Certification of Subcontractor's Experience & Qualifications (Section 00 45 13)	_____
7. Noncollusion Declaration (Section 00 45 19)	_____
8. Acknowledgement of Insurance Requirements (Section 00 45 21)	_____
9. Affidavit of Safety Compliance (Section 00 45 22) which includes pages 00 45 22-1 and 00 45 22-2. Parts A, B, C, and D shall not be submitted with the Bid.	_____

Note to Specification Preparer: Use number 10 with SRF funded projects, otherwise delete. Delete this note during specification development.

10. State Revolving Loan Fund Forms (Appendix 2 - Part 2):	
EPA Form 4500-3: DBE Sub-Contractor Performance Form	_____
EPA Form 4500-4: DBE Sub-Contractor Utilization Form	_____
Bidder's List	_____

*** END OF SECTION ***

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SECTION 00 22 19

ESCROW BID DOCUMENTS

1.0 SCOPE

The three (3) apparent lowest Bidders shall submit, within the time specified in Section 00 22 19-5.0, **SUBMITTAL**, after receipt of Bids, one copy of all documentary information generated in preparation of Bid prices for this Project. This material is hereinafter referred to as "Escrow Bid Documents." The Escrow Bid Documents of the successful Bidder will be held in escrow for the duration of the Contract.

The successful Bidder agrees, as a condition of award of the Contract, that the Escrow Bid Documents constitute the complete, only, and all documentary information used in preparation of his Bid. No other Bid preparation information shall be considered in resolving disputes.

Nothing in the Escrow Bid Documents shall change or modify the terms or conditions of the Contract Documents.

2.0 OWNERSHIP

The Escrow Bid Documents are, and shall always remain, the property of Contractor, subject only to joint review by Authority and Contractor, as provided herein.

The Authority stipulates and expressly acknowledges that the Escrow Bid Documents, as defined herein, may constitute trade secrets, corporate financial information, or be otherwise proprietary and/or privileged and exempt from disclosure to members of the public. This acknowledgment is based on the Authority's express understanding that the information contained in the Escrow Bid Documents is not known outside the Bidder's business, is known only to a limited extent and only by a limited number of employees of the Bidder, is safeguarded while in Bidder's possession, is extremely valuable to Bidder, and could be extremely valuable to Bidder's competitors by virtue of it reflecting Bidder's contemplated techniques of construction. The Authority acknowledges that the Bidder may have expended substantial sums of money in developing the information included in the Escrow Bid Documents and further acknowledges that it would be difficult for a competitor to replicate the information contained therein. The Authority further acknowledges that the Escrow Bid Documents and the information contained therein are made available to the Authority only because such action is an express prerequisite to award of the contract. The Authority further acknowledges that the Escrow Bid Documents include a compilation of information used in the Bidder's business, intended to give the Bidder an opportunity to obtain an advantage over competitors who do not know of or use the contents of the documentation.

The Authority agrees to safeguard the Escrow Bid Documents, and all information contained therein, against disclosure to the fullest extent permitted by law.

3.0 PROGRAM

Escrow Bid Documents will be used to assist in the negotiation of price adjustments and Change Orders and in the settlement of disputes, claims, and other controversies. They will not be used for pre-award evaluation of Contractor's anticipated methods of construction or to assess Contractor's qualifications for performing the Work.

4.0 FORMAT AND CONTENTS

Bidders may submit Escrow Bid Documents in their usual cost estimating format. It is not the intention of this section to cause the Bidder extra work during the preparation of the Bid, but to ensure that the Escrow Bid Documents will be adequate to enable complete understanding and proper interpretation for their intended use. The Escrow Bid Documents shall be in the language of the Specifications.

It is required that the Escrow Bid Documents clearly itemize the estimated costs of performing the work of each Bid item contained in the Bid schedule. Bid items should be separated into subitems as required to present a complete and detailed cost estimate and allow a detailed cost review. The Escrow Bid Documents shall include all quantity takeoffs; crew; equipment; calculations of rates of production and progress; copies of quotations from equipment manufacturers, Subcontractors, and Suppliers; and memoranda, narratives, consultants' reports, add/deduct sheets, and all other information used by the Bidder to arrive at the prices contained in the Bid Form. Estimated costs should be broken down into the Bidder's usual estimate categories, such as direct labor, repair labor, equipment operation, equipment ownership, expendable materials, permanent materials, and subcontract costs as appropriate. Plant and equipment and indirect costs should be detailed in the Bidder's usual format. Contractor's allocation of plant and equipment, indirect costs, contingencies, markup, and other items to each Bid item shall be included. The construction schedule developed during the Bid shall also be included with the Escrow Bid Documents.

All costs shall be identified. For Bid items amounting to less than \$10,000, estimated unit costs are acceptable without a detailed cost estimate, provided that labor, equipment, materials, and subcontracts, as applicable, are included, and provided that indirect costs, contingencies, and markup, as applicable, are allocated.

Bidding Documents provided by the Authority should not be included in the Escrow Bid Documents unless needed to comply with the requirements of this Section.

5.0 SUBMITTAL

The Escrow Bid Documents shall be submitted in a sealed container by 3:30 p.m. five (5) business days after the specified time for receipt of Bids. The container shall be clearly marked on the outside with the Bidder's name, date of submittal, project name, and the words "Escrow Bid Documents".

The Escrow Bid Documents shall be accompanied with the Bid Documentation Certification, signed by an individual authorized by the Bidder to execute the Bid Form, stating that the material in the Escrow Documentation constitutes the complete, only, and all documentary information used in preparation of the Bid and that the signatory has personally examined the contents of the Escrow Bid Documents container and has found that the documents in the container are complete.

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Prior to Award, Escrow Bid Documents of the apparent successful Bidder will be unsealed, examined, organized, and inventoried by representatives of the Authority, together with members of Contractor's staff who are knowledgeable in how the Bid was prepared.

This examination is to ensure that the Escrow Bid Documents are authentic, legible, and complete. It will not include review of, and will not constitute approval of, proposed construction methods, estimating assumptions, or interpretations of Contract Documents. This examination is subject to the condition that the Escrow Bid Documents may constitute trade secrets, corporate financial information, or be otherwise proprietary and/or privileged and exempt from disclosure to members of the public as described in Paragraph 2 and shall be treated accordingly. Examination will not alter any condition(s) or term(s) of the Contract.

If all the documentation required in Paragraph 4, "Format and Contents," has not been included in the original submittal, additional documentation shall be submitted, at the Authority's discretion, prior to award of the Contract. The detailed breakdown of estimated costs shall be reconciled and revised, if appropriate, by agreement between Contractor and the Authority before making the Award.

If the Contract is not awarded to the apparent successful Bidder, the Escrow Bid Documents of the Bidder next to be considered for Award shall be processed as described above.

Timely submission of complete Escrow Bid Documents is an essential element of the Bidder's responsibility and a prerequisite to Contract Award. Failure to provide the necessary Escrow Bid Documents may prevent a Contract from arising and/or result in forfeiture of a Bidder's Proposal Guaranty Bond.

If the Bidder's proposal is based on subcontracting any part of the Work, each Subcontractor whose total subcontract price exceeds five percent (5%) of the total Contract Price proposed by the Bidder shall provide separate Escrow Bid Documents to be included with those of the Bidder. These documents will be opened and examined in the same manner and at the same time as the examination described above for the apparent successful Bidder.

If Contractor subcontracts any portion of the Work after award, the Authority retains the right to require Contractor to submit Escrow Bid Documents from the Subcontractor before the subcontract is approved.

Escrow Bid Documents submitted by unsuccessful Bidders will be returned unopened, unless opened as provided above, as soon as they are no longer needed by the Authority and no later than 30 days following Award of the Contract.

6.0 STORAGE

The Escrow Bid Documents of the successful Bidder will be placed in escrow prior to Award of the Contract, for the life of the Contract, in a mutually agreeable institution. The Escrow Bid Document, appended to this Section, shall be executed by the Authority and Contractor to designate the location for the storage of the Escrow Bid Documents. The cost of storage will be paid by the Authority.

7.0 EXAMINATION AFTER AWARD OF CONTRACT

The Escrow Bid Documents shall be examined by both the Authority and Contractor, at any time deemed necessary after Award of the Contract by either the Authority or Contractor, to assist in the negotiation of price adjustments and Change Orders, or the settlement of disputes, claims or contingencies.

Examination of the Escrow Bid Documents after Award of the Contract is subject to the following conditions:

a. The Escrow Bid Documents may constitute trade secrets, corporate financial information, or be otherwise proprietary and/or privileged and exempt from disclosure to members of the public as described in Paragraph 2 and shall be treated accordingly.

b. The Authority and Contractor shall each designate using the form appended to this Section, to the other party a minimum of ten (10) days prior to examination, representatives who are authorized to examine the Escrow Bid Documents. No other person shall have access to the Escrow Bid Documents except that the Escrow Bid Documents may be disclosed to a court in the event of litigation or in the course of arbitration or mediation or other dispute resolution proceedings between the parties or as otherwise required by law or this Contract.

c. Access to the Escrow Bid Documents will take place only in the presence of duly designated representatives of both the Authority and Contractor.

8.0 FINAL DISPOSITION

The Escrow Bid Documents will be returned to Contractor at such time as the Contract has been completed and final settlement of any disputes has been achieved.

**Silicon Valley Clean Water
(Insert Project Name/Title and CIP #)
Escrow Bid Document Agreement**

_____ (Contractor)
 Bid Documents for Silicon Valley Clean Water _____ (Authority)
 _____ (Project Name) are being held in escrow in accordance
 with the terms and conditions of Specification Section 00 22 19, Escrow Bid Documents. This
 Agreement further stipulates and clarifies the terms of this escrow arrangement.

The Bid Documents shall be held in escrow at _____ in
 _____, CA. The Authority shall be responsible for costs for such storage. The
 Escrow Bid Documents will be returned to Contractor at such time as the Project has been
 accepted by the Authority and final settlement of any disputes has been achieved and upon
 receipt of written notice from the Authority to the Contractor authorizing release.

Contractor and the Authority shall designate in writing to each other the representatives
 authorized to examine the Escrow Bid Documents as provided for in Section 00 22 19-7.0,
 Examination After Award of Contract.

Access to the Escrow Bid Documents shall take place only in the presence of duly designated
 representatives of Contractor and the Authority. No other person shall have access to the
 Escrow Bid Documents except that the Escrow Bid Documents may be disclosed to a court
 in the event of litigation or in the course of arbitration or mediation or other dispute resolution
 proceedings between the parties or as otherwise required by law or the Contract.

Acknowledged and Agreed to by:

Silicon Valley Clean Water

Contractor

 Signature

 Signature

 Name

 Name

 Title

 Title

 Date

 Date

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**Silicon Valley Clean Water
(Insert Project Name/Title and CIP #)
Escrow Bid Document Review**

The following designated representatives are authorized to jointly review the Escrow Bid Documents on the following date: _____, 20____

Designated Silicon Valley Clean Water Representatives:

Designated Contractor Representatives:

Acknowledged and Agreed to by:

Silicon Valley Clean Water

Contractor

Signature

Signature

Name

Name

Title

Title

Date

Date

BID DOCUMENTATION
---- CERTIFICATION ----

INSERT PROJECT NAME (INSERT CIP)
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I, THE UNDERSIGNED, HEREBY CERTIFY THAT THE BID DOCUMENTATION CONTAINED HEREIN CONSTITUTES THE COMPLETE, ONLY, AND ALL DOCUMENTARY INFORMATION USED IN PREPARATION OF THE BID AND THAT I HAVE PERSONALLY EXAMINED THESE CONTENTS AND HAVE FOUND THAT THIS BID DOCUMENTATION IS COMPLETE.

Signature: _____

Name: _____

Title: _____

Contractor: _____

Date: _____

*****END OF SECTION*****

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SECTION 00 31 00

INFORMATION AVAILABLE TO BIDDERS

1.0 SUBSURFACE CONDITIONS

Records of borings made at the Project site, if any, are included in the soils report on file with the Authority. These records pertain to conditions at the boring locations. Contractors, as Bidders, are expected to make a personal inspection of the site and otherwise satisfy themselves as to the conditions affecting the work as detailed in these Contract Documents. Interpretations of the data provided will be considered the Contractor's own.

2.0 RECORD DRAWINGS AND SOILS BORINGS

Record Drawings and Soils Borings of some previous projects are available for review with prior arrangements made with the Authority.

***** END OF SECTION *****

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SECTION 00 41 00

BID FORM

(To Accompany Bid)

To:

Silicon Valley Clean Water
1400 Radio Road
Redwood City, California 94065

Name of Bidder _____

Business Address _____

The undersigned as Bidder declares that it has carefully examined the location of the proposed work, the Contract Documents, and the Plans and Specifications therein referred to, and the Bidder proposes and agrees if this Proposal is accepted, that it will contract with Silicon Valley Clean Water to provide all labor, materials, necessary machinery, tools, apparatus, and other means of construction and services, and do all the Work specified in the Contract in the manner and time hereinafter set forth required for the construction of the Work involved in the improvements designated as:

(Project Name and CIP #)

ADDENDUM RECEIPT: The receipt of the following Addenda to the Contract Documents is acknowledged:

Addendum No. _____ Dated _____

Addendum No. _____ Dated _____

Addendum No. _____ Dated _____

Addendum No. _____ Dated _____

The Bidder proposes and agrees to contract with Silicon Valley Clean Water to perform all the above Work, including subsidiary obligations as defined in said Contract Documents for the following Bid Schedule:

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BID SCHEDULE

SILICON VALLEY CLEAN WATER

Bid Item	Quantity	Unit	Description	Unit Price	Extended Amount
<i>(Note: See Section 01 29 00-2.0 of General Requirements for Bid Item Descriptions.)</i>					
1	1	Lump Sum		\$	\$
2	1	Lump Sum		\$	\$
3	1	Lump Sum		\$	\$
4	1	Lump Sum	Additional cost for providing all shoring and bracing including but not limited to that as required by Sections 6700-6708 of the California Labor Code, for the lump sum amount of	\$	\$
Total Base Bid		Item(s) 1 through #			\$

Total Bid Amount for _____ (insert Project Name and CIP #)
 _____, the summation of Bid Items # through # is _____
 _____ dollars (amount in words) \$ _____ (amount in numbers).

In submitting its Bid, the undersigned Bidder understands and agrees to the following:

Bid Schedule

- A) Each Bid Item above must be filled in and completed.
- B) The total Bid Amount is determined by the sum total of all Bid Item Extended Amounts in the Bid Schedule. The Bid Item Extended Amount is the product of the Quantity times the Unit Price.
- C) If award is made, it will be based on the lowest responsive, responsible Bid whose Total Bid Amount, excluding alternates, yields the lowest total Contract Price. Only one Contract will be awarded. No Bid Items will be excluded from the awarded Contract.

Note to Specification Preparer: The Base Bid determination is for projects without Alternates. See Exhibits 8 and 9 for options that include Alternates. Delete this note during specification development.

INSERT PROJECT NAME (INSERT CIP)
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The undersigned has filled in all information required in this Bid Schedule and understands that failure to do so is grounds for rejecting the Bid by the Authority.

The Authority reserves the right to change, delete or add new work to the Contract as per the terms of the General Conditions of the Contract Documents.

The undersigned has checked carefully all the above figures and understands that the Authority will not be responsible for any errors or omissions on the part of the undersigned in making up this Proposal.

The undersigned understands that the Authority reserves the sole right to reject any or all Bids and to waive any informality in Bids received. Award will be made to the lowest responsible Bidder as determined by the governing Commission of Authority.

Note to Specification Preparer: Confirm with SVCW the number of days listed in the paragraph below and coordinate the said number of days with Specification Sections 00 11 13 and 00 21 13. Delete this note during specification development.

This Proposal shall not be withdrawn within a period of **seventy (70)** days after the date set for the opening of bids.

Enclosed herewith is a (certified check, cashier's check, Proposal Guarantee Bond) for the sum of _____ dollars (\$_____.__), being not less than ten (10) percent of the total amount of this Proposal and the undersigned agrees that, in case of its default in executing the Contract and providing the necessary bonds and insurance after award and due notice thereof, the said check or bond and the money payable thereon shall become and remain the property of the Authority as liquidated damages without proof of loss within ten (10) days of notice of such default by the Authority. In the event Bidder provides the Authority with a Proposal Guaranty Bond, said Proposal Guaranty Bond shall be on the form provided in Section 00 43 13, **BID SECURITY BOND**, and shall be issued by a corporate Surety authorized to conduct business in California. At its discretion, the Authority may request that a certified copy of the Certificate of Authority of the Surety issued by the Insurance Commissioner of the State of California be submitted by the Surety to the Authority. Likewise the Authority may also require the Surety to provide copies of its most recent annual statement and quarterly statement filed with the Department of Insurance pursuant to Article 10 (commencing with Section 900) of Chapter 1 of Part 2 of Division 1 of the California Insurance Code. The Bond and the corporate Surety will be reviewed and subject to the approval of Authority's legal counsel.

In accordance with the Contract Documents, the undersigned further agrees to plan and prosecute the Work of the Project with such diligence that said Work shall be commenced within ten (10) days after the date established in the Notice to Proceed and shall be completed within the time specified in Section 00 73 00-1.1, TIME ALLOWED FOR COMPLETION.

The undersigned agrees, if awarded the Contract, that said Bidder and all of said Bidder's subcontractors, shall pay to all laborers, workers and mechanics employed in the execution of the Contract not less than the general prevailing rate of per diem wages and rates for overtime and legal holidays in the locality in which the Work is to be performed, as determined by the Director of Industrial Relations in accordance with California Labor Code Section 1770, which schedule shall be available for review at Authority's principal office.

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The Project is a public work. Therefore, the prime contractor and all subcontractors for the Project must be registered with the California Department of Industrial Relations pursuant to the provisions of Labor Code Section 1725.5 in order to be qualified to bid on, be listed in a bid proposal, or engage in the performance of any work under the Contract for the Project. A bid shall not be accepted nor any contract or subcontract be entered into without proof of the contractor or subcontractor's current registration to perform public work pursuant to Labor Code Section 1725.5. The undersigned Bidder hereby certifies that she/he/it is registered pursuant to that Section.

Pursuant to Labor Code Section 1771.4, the Project is subject to compliance monitoring and enforcement by the Department of Industrial Relations. The prime contractor shall post jobsite notices as prescribed by regulation and the prime contractor and each subcontractor shall furnish the records specified in Labor Code Section 1776 directly to the Labor Commissioner as specified in said Section 1771.4. Pursuant to Labor Code Section 1773.3, the Authority shall provide notice to the Department of Industrial Relations of the award of the contract for the Project within five days of the award.

The representations made herein, including the Bidder's licensing and registration information hereinafter furnished, are made under penalty of perjury. The undersigned understands that any bid not containing said licensing and registration information, or containing any information which is subsequently proven false, may be considered non-responsive, and may be rejected by Silicon Valley Clean Water.

Contractor: _____
(Print or Type Contractor's Legal Name)

Signature: _____

Signed By: _____
(Print or Type Name)

Title: _____

Date: _____

Contractor's License No. _____

License Classification: _____

Expiration Date: _____

Registration No. _____

Address _____

Telephone Number: _____

Email: _____

***** END OF SECTION *****

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Insert Specification Month and Year

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SECTION 00 43 00

**SITE VISIT AFFIDAVIT
TO BE EXECUTED
BY BIDDER, NOTARIZED AND SUBMITTED WITH BID**

(To Accompany Bid)

State of California)
County of _____) ss.

_____, being first duly sworn, deposes and says that he or she is
(Contractor's Authorized Representative

_____ of _____
(Title of Representative) (Contractor's Legal Name)

the party making the foregoing Bid, has visited the Project site as described in the Contract Documents and has examined and familiarized themselves with the existing conditions as well as all other conditions relating to the construction which will be performed. The submitting of a Bid shall be considered an acknowledgment on the part of the Bidder of familiarity with conditions at the site of the Work and that the site examination has provided adequate and sufficient information related to existing conditions which may affect cost, progress or performance of the Work.

Signature of Authorized Representative

Type/Print Name of Bidder

Type/Print Representative's Name

Type/Print Title

Date

(Certificate of Acknowledgment to be executed by Notary on following page)

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Name of Bidder _____

CERTIFICATE OF ACKNOWLEDGEMENT

A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

State of California	}	
	}	ss
County of	}	
On _____ before me _____,		
a Notary Public, personally appeared _____		
		Name(s) of Signer(s)
<p>who proved to me on basis of satisfactory evidence to be the person(s) whose names(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies) and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.</p> <p>I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.</p> <p>WITNESS my hand and official seal.</p>		

Signature of Notary		Place Notary Seal Above

***** END OF SECTION *****

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Note to Specification Preparer: Section 00 43 33 is not mandatory for all SVCW projects. Review with SVCW to determine if it is needed for this specific Project. Delete this note during specification development.

SECTION 00 43 13

BID SECURITY BOND
(To Accompany Bid)

KNOW ALL PERSONS BY THESE PRESENTS:

THAT _____, hereinafter called the Principal, and _____, hereinafter called the Surety, are jointly and severally held and firmly bound unto Silicon Valley Clean Water, San Mateo County, California, a public entity, hereinafter called the Authority, each in the penal sum of ten (10) percent of the total amount of the Bid Proposal of the Principal for the work, this sum not to exceed _____ dollars of lawful money of the United States for the payment whereof unto the Authority, the Principal and Surety jointly and severally bind themselves forever firmly by these presents.

WHEREAS, the Principal is herewith submitting its offer for the fulfillment of Silicon Valley Clean Water Contract for:

(Project Name and CIP #)

NOW, THEREFORE, the condition of this obligation is such that if the Principal is awarded the Contract, and if the Principal within the time specified in the Proposal for such Contract enters into, executes and delivers to the Authority an agreement in the form provided herein complete with evidences of insurance, and if the Principal within the time specified in the Proposal gives to the Authority the performance bond and payment bond on the form provided herein, then this obligation shall be void; otherwise, the Principal and Surety will pay unto the Authority the difference in money between the total amount of the Proposal of the Principal and the amount for which the Authority legally contracts with another party to fulfill the Contract if the latter amount be in excess of the former, but in no event shall the Surety's liability exceed the penal sum hereof.

AND IT IS HEREBY DECLARED AND AGREED that the Surety shall be liable under this obligation as Principal, and that nothing of any kind or nature whatsoever that will not discharge the Principal shall operate as a discharge or a release of liability of the Surety.

IT IS HEREBY FURTHER DECLARED AND AGREED that this obligation shall be binding upon and inure to the benefit of the Principal, the Surety and the Authority and their respective heirs, executors, administrators, successors and assigns.

SIGNED AND SEALED THIS _____ DAY OF _____, 20_____.

***** END OF SECTION *****

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SECTION 00 43 33

**SCHEDULE OF
MAJOR EQUIPMENT AND MATERIAL SUPPLIERS**

(To Accompany Bid)

Bidders must designate the manufacturer/supplier of each item of equipment, materials or systems listed below. By such designation, Bidder warrants the equipment and material manufactured and/or supplied by the named manufacturer or supplier, with the exception of substitutions which may be proposed.

A substitute may be proposed in accordance with Public Contract Code 3400. Bidder agrees that should it propose a substitute manufacturer/supplier, that prior to award, Bidder shall submit complete information, satisfactory to the Authority, demonstrating that such manufacturer's or supplier's equipment is in general compliance with the requirements of the Contract Documents. Full submittal information as specified under Specification Section 01 33 23, Shop Drawings, Product Data and Samples, shall be submitted following award.

If the Authority should determine that the proposed substitute does not meet the requirements of the Contract Documents, the Bidder's Bid will be rejected unless, prior to award, the Bidder agrees in writing to furnish a listed manufacturer/supplier or submits an acceptable substitute without change in the Bid Price.

Equipment substitutions listed in this section are exempt from the cost sharing provisions of Specification Section 01 26 00-6.0, Modifications and Costs. **(Note to Specification Preparer: Only include this sentence if Section 01 26 00-6.0 "COST-REDUCTION INCENTIVE" is used. Delete this note during specification development.)**

The following named items of major equipment and materials will be supplied by the manufacturers or suppliers as written in by the Bidder. By so indicating, the Bidder warrants that the equipment and material manufactured and/or supplied by the named manufacturer or supplier will be provided on the Project unless review of submittal information or performance under tests reveals that the equipment or material does not meet the Contract requirements. Failure to indicate a manufacturer or supplier listed in the following schedule may render the Bid non-responsive and may be the basis for rejection of the Bid.

If the Bidder fails to identify a manufacturer/supplier for any items shown on this list, the Authority has the right to waive such omission. In such case it will be assumed that the manufacturer/supplier to be used by the Bidder will be the first listed manufacturer/supplier identified for the given item.

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SCHEDULE OF MAJOR EQUIPMENT AND MATERIAL SUPPLIES			
Item	Description	Section	Manufacturer/Supplier
1			
2			
3			
4			
5			
6			
7			
8			

*****END OF SECTION****

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SECTION 00 43 36

DESIGNATION OF SUBCONTRACTORS
(To Accompany Bid)

The Contractor shall set forth below (a) the name and the location of the place of business of each subcontractor who will perform Work or labor, fabricate a portion of the work or improvement according to detailed drawings in the Project plans, or render service to the Contractor in or about the construction of the Work in an amount in excess of one-half of one (1/2) percent of the Contractor's total Bid or ten thousand dollars (\$10,000), whichever is greater; (b) the portion of the work which will be done by each such subcontractor; and (c) the subcontractor license number. If the Contractor fails to specify a subcontractor for any portion of the Work as above stated, the Contractor agrees to perform that work itself. In accordance with California Public Contract Code, Section 4100 et.seq, as amended, the following is submitted concerning subcontractors:

1. **Subcontractor Name:** _____
Business Location/Address: _____

Description of work to be Performed: _____
California Contractor License Number: _____
Public Works Contractor Registration Number: _____

2. **Subcontractor Name:** _____
Business Location/Address: _____

Description of work to be Performed: _____
California Contractor License Number: _____
Public Works Contractor Registration Number: _____

3. **Subcontractor Name:** _____
Business Location/Address: _____

Description of work to be Performed: _____
California Contractor License Number: _____
Public Works Contractor Registration Number: _____

4. **Subcontractor Name:** _____
Business Location/Address: _____

Description of work to be Performed: _____

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California Contractor License Number: _____

Public Works Contractor Registration Number: _____

5. Subcontractor Name: _____

Business Location/Address: _____

Description of work to be Performed: _____

California Contractor License Number: _____

Public Works Contractor Registration Number: _____

The selected Contractor may not substitute a subcontractor listed in the original bid, except otherwise approved by the Authority per Public Contract Code, Section 4107. The selected Contractor may not or subcontract any portion of the work in excess of one-half of 1 percent of the Contractor's total bid as to which his or her original bid did not designate a subcontractor, other than in the performance of Contract Change Orders.

*****END OF SECTION *****

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SECTION 00 45 13

**CERTIFICATION OF BIDDER'S
EXPERIENCE AND QUALIFICATIONS**

(To Accompany Bid)

The undersigned Bidder certifies that it is, at the time of bidding, and shall be, throughout the period of the Contract, licensed under the provisions of Chapter 9, Division 3, of the Business and Professions Code of the State of California, to do the type of work contemplated in the Contract Documents. Bidder shall further certify that it is skilled and regularly engaged in the general class and type of work called for in the Contract Documents.

The Bidder represents that it is competent, knowledgeable, and has special skills on the nature, extent, and inherent conditions of the work to be performed. Bidder further acknowledges that there are certain peculiar and inherent conditions existent in the construction of the particular facilities which may create, during the construction program, unusual or peculiar unsafe conditions hazardous to persons and property. Bidder expressly acknowledges that it is aware of such peculiar risks and that it has the skill and experience to foresee and to adopt protective measures to adequately and safely perform the construction work with respect to such hazards.

Note to Specification Preparer: Determine if the 14 questions in 1.0 are necessary for the Bid. Delete and insert NOT USED if not. Delete this note during specification development.

1.0 ESSENTIAL REQUIREMENTS FOR QUALIFICATION

Bidder will be immediately disqualified if the answer to questions 1 or 3 is "No". Bidder will be immediately disqualified if the answer to any of questions 2 and 4 through 6 is "Yes".

In addition, the Bidder may be disqualified depending on the additional information provided based on responses required in questions 7 through 14. Bidder does not waive its rights and remedies, as provided by law, to appeal if disqualified due to the additional information provided.

1. Bidder possesses a valid and current California Contractor's License as required by Specification Section 00 11 13, **NOTICE TO CONTRACTORS**, for the Project for which it intends to submit a Bid.

Yes No

2. Has your Contractor's license been revoked at any time in the last five (5) years?

Yes No

3. Bidder will comply with and provide all insurance as defined in Section 00 73 00-3.0, **LIABILITY AND INSURANCE.**

Yes No

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4. Has a surety firm completed a Contract on your behalf, or paid for completion because your firm was in default or terminated by the project Owner within the last five (5) years?

Yes No

5. At the time of submitting this qualification form, is your firm ineligible to bid on or be awarded a public works contract, or perform as a subcontractor on a public works Contract, pursuant to either Labor Code Section 1777.1 or Labor Code Section 1777.7?

Yes No

6. At any time during the last five (5) years, has your firm, or any of its owners or officers been convicted of a crime involving the awarding of a contract of a construction project, or the bidding or performance of a government contract?

Yes No

7. Is your firm currently the debtor in a bankruptcy case?

Yes No

If "Yes," please attach a copy of the bankruptcy petition, showing the case number, and the date on which the petition was filed.

8. Was your firm in bankruptcy at any time during the last five years? (This question refers only to a bankruptcy action that was not described in answer to question 7, above.)

Yes No

If "Yes," please attach a copy of the bankruptcy petition, showing the case number and the date on which the petition was filed, and a copy of the Bankruptcy Court's discharge order, or of any other document that ended the case, if no discharge order was issued.

9. In the last five years has your firm, or any firm with which any of your company's owners, officers or partners was associated, been debarred, disqualified, removed or otherwise prevented from bidding on, or completing, any government agency or public works project for any reason?

NOTE: "Associated with" refers to another construction firm in which an owner, partner or officer of your firm held a similar position.

Yes No

If "Yes," explain on a separate signed page. State whether the firm involved was the firm applying for pre-qualification here or another firm. Identify by name of the company, the name of the person within your firm who was associated with that company, the year of the event, the owner of the project, the project and the basis for the action.

10. In the last five years has your firm been denied an award of a public works contract based on a finding by a public agency that your company was not a responsible bidder?

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Yes No

If “Yes,” explain on a separate signed page. Identify the year of the event, the owner, the project and the basis for the finding by the public agency.

11. Has CAL OSHA cited and assessed penalties against your firm for any “serious,” “willful” or “repeat” violations of its safety or health regulations in the past five years?
NOTE: If you have filed an appeal of a citation, and the Occupational Safety and Health Appeals Board has not yet ruled on your appeal, you need not include information about it.

Yes No

If “Yes,” attach a separate signed page describing the citations, including information about the dates of the citations, the nature of the violation, the project on which the citation(s) was or were issued, the amount of penalty paid, if any. If the citation was appealed to the Occupational Safety and Health Appeals Board and a decision has been issued, state the case number and the date of the decision.

12. Has the federal Occupational Safety and Health Administration cited and assessed penalties against your firm in the past five years?
NOTE: If you have filed an appeal of a citation and the Appeals Board has not yet ruled on your appeal, or if there is a court appeal pending, you need not include information about the citation.

Yes No

If “Yes,” attach a separate signed page describing each citation.

13. Has there been more than one occasion during the last five years in which your firm was required to pay either back wages or penalties for your own firm’s failure to comply with California’s prevailing wage laws?
NOTE: This question refers only to your own firm’s violation of prevailing wage laws, not to violations of the prevailing wage laws by a subcontractor.

Yes No

If “Yes,” attach a separate signed page or pages, describing the nature of each violation, identifying the name of the project, the date of its completion, the public agency for which it was constructed; the number of employees who were initially underpaid and the amount of back wages and penalties that you were required to pay.

14. During the last five years, has there been more than one occasion in which your own firm has been penalized or required to pay back wages for failure to comply with the federal Davis-Bacon prevailing wage requirements?

Yes No

If “Yes,” attach a separate signed page or pages describing the nature of the violation, identifying the name of the project, the date of its completion, the public agency for which it was constructed; the number of employees who were initially underpaid, the amount of back wages you were required to pay along with the amount of any penalty paid.

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2.0 COMPANY EXPERIENCE

The Bidder has been engaged in the contracting business, under the present business name for _____ years and has experience in work of a nature similar to this Project which extends over a period of _____ years. (At least five (5) years of related experience is preferred).

The Bidder, as a Contractor, has never failed to satisfactorily complete a contract awarded to it, except as follows:

Note to Specification Preparer: Calculate the minimum cumulative construction volume by doubling the engineer's estimate of probable cost. Confirm dollar value with the Construction Manager. Delete this note during specification development.

For the Authority to consider the Bidder properly experienced in work of similar nature to this Project, the Bidder must list at least (Insert construction volume dollar value in words) (Insert dollar value in numbers within parenthesis) in construction volume on no more than five (5) projects completed within the last five (5) years at industrial, commercial, or public works facilities. The Bidder must list at least one project that involved the (specify type of work here). Qualifying projects include work related to:

- a. Water or wastewater treatment plants
- b. Water or wastewater pump stations
- c. Water or wastewater pipelines
- d. (If correct project type is not listed above, specify related work of equal or greater complexity here and delete the inapplicable items above. If project types listed in a, b or c, are applicable, DELETE "d".)

The Bidder can include project(s) currently under construction, but only the total amount paid by the Owner as of three (3) months prior to the bid date on uncompleted project(s) can be included in the construction volume for purposes of this certification.

Bidder also certifies that Bidder self-performed at least fifty percent (50%) of the Work on each of the projects listed below. The Authority considers this level of past self-performance demonstrates a benefit to a project in terms of better control of cost, schedule and safety.

The Authority reserves the right to exclude any projects listed below that do not demonstrate the Contractor's ability to perform the work associated with this Project. Further, the Authority reserves the right to accept a Bidder's qualifications that do not meet the experience requirements listed above.

If the Bidder is a Joint Venture of two or more companies, each participant in the Joint Venture shall meet this prior project experience requirement and provide project information for each Joint Venture participant in the format below.

1. **Project Name:** _____
Project Type: _____

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Owner: _____
General Contractor for Project: _____
Subcontractor for Project (if applicable): _____
Dollar Amount of Bidder's Work: \$ _____
Construction Time: _____ Calendar Days
Owner's Representative: _____
Owner's Telephone No. & Email: _____
Date of Substantial Completion: _____
Additional Information (Optional): _____

2. Project Name: _____
Project Type: _____
Owner: _____
General Contractor for Project: _____
Subcontractor for Project (if applicable): _____
Dollar Amount of Bidder's Work: \$ _____
Construction Time: _____ Calendar Days
Owner's Representative: _____
Owner's Telephone No. & Email: _____
Date of Substantial Completion: _____
Additional Information (Optional): _____

3. Project Name: _____
Project Type: _____
Owner: _____
General Contractor for Project: _____
Subcontractor for Project (if applicable): _____
Dollar Amount of Bidder's Work: \$ _____
Construction Time: _____ Calendar Days
Owner's Representative: _____
Owner's Telephone No. & Email: _____
Date of Substantial Completion: _____
Additional Information (Optional): _____

4. Project Name: _____
Project Type: _____
Owner: _____
General Contractor for Project: _____
Subcontractor for Project (if applicable): _____

INSERT PROJECT NAME (INSERT CIP)
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Dollar Amount of Bidder's Work: \$ _____
 Construction Time: _____ Calendar Days
 Owner's Representative: _____
 Owner's Telephone No. & Email: _____
 Date of Substantial Completion: _____
 Additional Information (Optional): _____

5. Project Name: _____
 Project Type: _____
 Owner: _____
 General Contractor for Project: _____
 Subcontractor for Project (if applicable): _____
 Dollar Amount of Bidder's Work: \$ _____
 Construction Time: _____ Calendar Days
 Owner's Representative: _____
 Owner's Telephone No. & Email: _____
 Date of Substantial Completion: _____
 Additional Information (Optional): _____

NOTE: Additional projects may be listed on separate sheets attached to the Bid.

3.0 SAFETY QUALIFICATION CRITERIA

Note to Specification Preparer: Shaded numbers below should not be changed unless reviewed with SVCW. Delete this note during specification development.

The following information will be used to determine if the Bidder meets the minimum safety requirements for this Project:

1. To qualify to Bid and be awarded the Project, the Bidder's three year average Workers' Compensation Experience Modification Rate (EMR) must not be greater than 1.00 (100%). The Bidder shall list its EMR for the last three complete years based on the effective date of the rating (available from your insurance carrier).
2. If the Bidder's three-year average EMR is greater than 1.00 (100%), the Bidder's three-year average Recordable Incident Rate (RIR) must not be greater than 3.5 (350%) and three-year average Lost Time Incident Rate (LTIR) must not be greater than 1.10 (110%) to meet the minimum safety requirements for this Project;
3. If the Bidder only meets either the three-year average RIR or LTIR value, the Bidder shall be required to hire at no additional cost to the Authority a mutually acceptable safety consultant who will prepare a project specific safety plan, conduct random weekly inspections of the Bidder's activities to ensure conformance with the safety plan and prepare and submit a weekly report to the Authority summarizing the results of each inspection. The Bidder shall adhere to the safety plan. The Bidder's activities shall be adjusted immediately to address any issues resulting from the weekly safety inspection.

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Bidders that cannot meet any of the three safety criteria above are not eligible to work for the Authority.

The Bidder shall list its Experience Modification Rate, Lost time Incident Rate, and Recordable Incident Rate for the last three complete years (available from your insurance carrier).

Year	EMR	RIR	LTIR
AVERAGE			

To verify the above information, the Authority will contact the Bidder's Workers' Compensation Insurance carrier. The Bidder shall authorize its carrier to release this information. Failure to release this information will result in the Bid being non-responsive and result in automatic disqualification of the Bid.

Workers' Compensation Insurance Company: _____
 Contact Person for Insurance Company: _____
 Telephone Number: _____

The undersigned hereby states that all representations regarding the Bidder's Experience and Qualifications are correct and true.

Signed this _____ day of _____, 20_____.

Contractor: _____
(Print or Type Contractor's Legal Name)

Signature: _____

Signed By: _____
(Print or Type Name)

Contractor's License No.: _____

Expiration Date: _____

Address: _____

Telephone Number: _____

Email Address: _____

*****END OF SECTION*****

Note to Specification Preparer: Determine if this section is necessary for the Bid. If not, replace Section title with “NOT USED” in the Table of Contents. Delete this note during specification development.

SECTION 00 45 14

CERTIFICATION OF BIDDER'S SPECIALTY SUBCONTRACTOR'S EXPERIENCE AND QUALIFICATIONS

(To Accompany Bid)

The undersigned Bidder's (Insert type of specialty subcontractor here) Subcontractor certifies that it is, at the time of bidding, and shall be, throughout the period of the Contract, licensed under the provisions of Chapter 9, Division 3, of the Business and Professions Code of the State of California, to do the type of work contemplated in the Contract Documents. Bidder's (Insert type of specialty subcontractor here) Subcontractor shall further certify that it is skilled and regularly engaged in the general class and type of work called for in the Contract Documents.

The Bidder's (Insert type of specialty subcontractor here) Subcontractor represents that it is competent, knowledgeable, and has special skills on the nature, extent, and inherent conditions of the work to be performed. Bidder's (Insert type of specialty subcontractor here) Subcontractor further acknowledges that there are certain peculiar and inherent conditions existent in the construction of the particular facilities which may create, during the construction program, unusual or peculiar unsafe conditions hazardous to persons and property. Bidder's (Insert type of specialty subcontractor here) Subcontractor expressly acknowledges that it is aware of such peculiar risks and that it has the skill and experience to foresee and to adopt protective measures to adequately and safely perform the construction work with respect to such hazards.

Note to Specification Preparer: Determine if the 14 questions in 1.0 are necessary for the Bid. Delete and insert NOT USED if not. Delete this note during specification development.

1.0 ESSENTIAL REQUIREMENTS FOR QUALIFICATION

Bidder's (Insert type of specialty subcontractor here) Subcontractor will be immediately disqualified if the answer to questions 1 or 3 is "No". Bidder's (Insert type of specialty subcontractor here) Subcontractor will be immediately disqualified if the answer to any of questions 2 and 4 through 6 is "Yes".

In addition, the Bidder's (Insert type of specialty subcontractor here) Subcontractor may be disqualified depending on the additional information provided based on responses required in 7 through 14. Bidder does not waive its rights and remedies, as provided by law, to appeal if disqualified due to the additional information provided.

1. Bidder's (Insert type of specialty subcontractor here) Subcontractor possesses valid and current Contractor's License(s) (Classifications XXXX, etc.) as required for the

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Project for which it intends to submit a bid.

Yes No

2. Has any of the Subcontractor's licenses listed above in Question No. 1 been revoked at any time in the last five (5) years?

Yes No

3. Bidder's (Insert type of specialty subcontractor here) Subcontractor will comply with and provide all insurance as defined in Section 00 73 00-3.0, **LIABILITY AND INSURANCE.**

Yes No

4. Has a surety firm completed a Contract on your behalf, or paid for completion because your firm was in default or terminated by the project Owner within the last five (5) years?

Yes No

5. At the time of submitting this qualification form, is your firm ineligible to bid on or be awarded a public works contract, or perform as a subcontractor on a public works contract, pursuant to either Labor Code Section 1777.1 or Labor Code Section 1777.7?

Yes No

6. At any time during the last five (5) years, has your firm, or any of its owners or officers been convicted of a crime involving the awarding of a contract of a construction project, or the bidding or performance of a government contract?

Yes No

7. Is your firm currently the debtor in a bankruptcy case?

Yes No

If "Yes," please attach a copy of the bankruptcy petition, showing the case number, and the date on which the petition was filed.

8. Was your firm in bankruptcy at any time during the last five years? (This question refers only to a bankruptcy action that was not described in answer to question 7, above.)

Yes No

If "Yes," please attach a copy of the bankruptcy petition, showing the case number and the date on which the petition was filed, and a copy of the Bankruptcy Court's discharge order, or of any other document that ended the case, if no discharge order was issued.

9. In the last five years has your firm, or any firm with which any of your company's owners, officers or partners was associated, been debarred, disqualified, removed or otherwise prevented from bidding on, or completing, any government agency or public works project for any reason?

NOTE: "Associated with" refers to another construction firm in which an owner, partner or officer of your firm held a similar position.

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Yes No

If “Yes,” explain on a separate signed page. State whether the firm involved was the firm applying for pre-qualification here or another firm. Identify by name of the company, the name of the person within your firm who was associated with that company, the year of the event, the owner of the project, the project and the basis for the action.

10. In the last five years has your firm been denied an award of a public works contract based on a finding by a public agency that your company was not a responsible bidder?

Yes No

If “Yes,” explain on a separate signed page. Identify the year of the event, the owner, the project and the basis for the finding by the public agency.

11. Has CAL OSHA cited and assessed penalties against your firm for any “serious,” “willful” or “repeat” violations of its safety or health regulations in the past five years?
NOTE: If you have filed an appeal of a citation, and the Occupational Safety and Health Appeals Board has not yet ruled on your appeal, you need not include information about it.

Yes No

If “Yes,” attach a separate signed page describing the citations, including information about the dates of the citations, the nature of the violation, the project on which the citation(s) was or were issued, the amount of penalty paid, if any. If the citation was appealed to the Occupational Safety and Health Appeals Board and a decision has been issued, state the case number and the date of the decision.

12. Has the federal Occupational Safety and Health Administration cited and assessed penalties against your firm in the past five years?

NOTE: If you have filed an appeal of a citation and the Appeals Board has not yet ruled on your appeal, or if there is a court appeal pending, you need not include information about the citation.

Yes No

If “Yes,” attach a separate signed page describing each citation.

13. Has there been more than one occasion during the last five years in which your firm was required to pay either back wages or penalties for your own firm’s failure to comply with California’s prevailing wage laws?

NOTE: This question refers only to your own firm’s violation of prevailing wage laws, not to violations of the prevailing wage laws by a subcontractor.

Yes No

If “Yes,” attach a separate signed page or pages, describing the nature of each violation, identifying the name of the project, the date of its completion, the public agency for which it was constructed; the number of employees who were initially underpaid and the amount of back wages and penalties that you were required to pay.

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14. During the last five years, has there been more than one occasion in which your own firm has been penalized or required to pay back wages for failure to comply with the federal Davis-Bacon prevailing wage requirements?

Yes No

If "Yes," attach a separate signed page or pages describing the nature of the violation, identifying the name of the project, the date of its completion, the public agency for which it was constructed; the number of employees who were initially underpaid, the amount of back wages you were required to pay along with the amount of any penalty paid.

2.0 COMPANY EXPERIENCE

The Bidder's (Insert type of specialty subcontractor here) Subcontractor has been engaged in the contracting business, under the present business name for _____ years and has experience in work of a nature similar to this Project which extends over a period of - _____ years. (At least five (5) years of related experience is preferred).

The Bidder's (Insert type of specialty subcontractor here) Subcontractor, as a Subcontractor, has never failed to satisfactorily complete a contract awarded to it, except as follows:

Note to Specification Preparer: Calculate the minimum cumulative construction volume by doubling the engineer's estimate of probable cost. Confirm dollar value with the Construction Manager. Delete this note during specification development.

For the Authority to consider the Bidder's (Insert type of specialty subcontractor here) Subcontractor properly experienced in work of similar nature to this project, the Bidder's (Insert type of specialty subcontractor here) Subcontractor must list at least (Insert construction volume dollar value in words) (Insert dollar value in numbers within parenthesis) in construction volume on no more than five (5) projects completed within the last five (5) years at industrial, commercial, or public works facilities. The Bidder must list at least one project that involved the (specify type of work here). Qualifying projects include work related to:

- e. Water or wastewater treatment plants
- f. Water or wastewater pump stations
- g. Water or wastewater pipelines
- h. (If correct project type is not listed above, specify related work of equal or greater complexity here. If project types listed in a, b or c, are applicable, DELETE "d".)

The Bidder's (Insert type of specialty subcontractor here) Subcontractor can include project(s) currently under construction, but only the total amount paid by the Owner as of three (3) months prior to the bid date on uncompleted project(s) can be included in the construction volume for purposes of this certification.

Bidder's (Insert type of specialty subcontractor here) Subcontractor also certifies that it self-performed at least fifty percent (50%) of the (specify type of work here) Work on each of the INSERT PROJECT NAME (INSERT CIP) SVCW Specifications
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projects listed below. The Authority considers this level of past self-performance demonstrates a benefit to a project in terms of better control of cost, schedule and safety.

The Authority reserves the right to exclude any projects listed below that do not demonstrate the Contractor's ability to perform the work associated with this Project. Further, the Authority reserves the right to accept a Bidder's qualifications that do not meet the experience requirements listed above.

If the Bidder's (Insert type of specialty subcontractor here) Subcontractor is a Joint Venture of two or more companies, each participant in the Joint Venture shall meet this prior project experience requirement and provide project information for each Joint Venture participant in the format below.

1. **Project Name:** _____
Project Type: _____
Owner: _____
General Contractor for Project: _____
Subcontractor for Project (if applicable): _____
Dollar Amount of Bidder's (Insert type of specialty subcontractor here) Subcontractor's Work: \$ _____
Construction Time: _____ **Calendar Days**
Owner's Representative: _____
Owner's Telephone No. & Email: _____
Date of Substantial Completion: _____
Additional Information (Optional): _____

2. **Project Name:** _____
Project Type: _____
Owner: _____
General Contractor for Project: _____
Subcontractor for Project (if applicable): _____
Dollar Amount of Bidder's (Insert type of specialty subcontractor here) Subcontractor's Work: \$ _____
Construction Time: _____ **Calendar Days**
Owner's Representative: _____
Owner's Telephone No. & Email: _____
Date of Substantial Completion: _____
Additional Information (Optional): _____

3. **Project Name:** _____
Project Type: _____
Owner: _____

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Subcontractor for Project (if applicable): _____
Subcontractor for Project: _____
Dollar Amount of Bidder's (Insert type of specialty subcontractor here)
Subcontractor's Work: \$ _____
Construction Time: _____ Calendar Days
Owner's Representative: _____
Owner's Telephone No. & Email: _____
Date of Substantial Completion: _____
Additional Information (Optional): _____

4. Project Name: _____
Project Type: _____
Owner: _____
General Contractor for Project: _____
Subcontractor for Project (if applicable): _____
Dollar Amount of Bidder's (Insert type of specialty subcontractor here)
Subcontractor's Work: \$ _____
Construction Time: _____ Calendar Days
Owner's Representative: _____
Owner's Telephone No. & Email: _____
Date of Substantial Completion: _____
Additional Information (Optional): _____

5. Project Name: _____
Project Type: _____
Owner: _____
General Contractor for Project: _____
Subcontractor for Project (if applicable): _____
Dollar Amount of Bidder's (Insert type of specialty subcontractor here)
Subcontractor's Work: \$ _____
Construction Time: _____ Calendar Days
Owner's Representative: _____
Owner's Telephone No. & Email: _____
Date of Substantial Completion: _____
Additional Information (Optional): _____

NOTE: Additional projects may be listed on separate sheets attached to the Bid.

3.0 SAFETY QUALIFICATION CRITERIA

INSERT PROJECT NAME (INSERT CIP)
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The following information will be used to determine if the Bidder's (Insert type of specialty subcontractor here) Subcontractor meets the minimum safety requirements for this Project:

4. To qualify to Bid and be awarded the Project, the Bidder's (Insert type of specialty subcontractor here) Subcontractor three year average Workers' Compensation Experience Modification Rate (EMR) must not be greater than 1.00 (100%). The Bidder's (Insert type of specialty subcontractor here) Subcontractor shall list its EMR for the last three complete years based on the effective date of the rating (available from your insurance carrier).
5. If the Bidder's (Insert type of specialty subcontractor here) Subcontractor three-year average EMR is greater than 1.00 (100%), the Bidder's (Insert type of specialty subcontractor here) Subcontractor three-year average Recordable Incident Rate (RIR) must not be greater than 3.5 (350%) and three-year average Lost Time Incident Rate (LTIR) must not be greater than 1.1 (110%) to meet the minimum safety requirements for this Project;
6. If the Bidder's (Insert type of specialty subcontractor here) Subcontractor only meets either the three-year average RIR or LTIR value, the Bidder's (Insert type of specialty subcontractor here) Subcontractor shall be required to hire at no additional cost to the Authority a mutually acceptable safety consultant who will prepare a project specific safety plan, conduct random weekly inspections of the Bidder's (Insert type of specialty subcontractor here) Subcontractor's activities to ensure conformance with the safety plan and prepare and submit a weekly report to the Authority summarizing the results of each inspection. The Bidder's (Insert type of specialty subcontractor here) Subcontractor shall adhere to the safety plan. The Bidder's (Insert type of specialty subcontractor here) Subcontractor's activities shall be adjusted immediately to address any issues resulting from the weekly safety inspection.

If the Bidder's (Insert type of specialty subcontractor here) Subcontractor cannot meet any of the three safety criteria above, then they are not eligible to work for the Authority.

The Bidder's (Insert type of specialty subcontractor here) Subcontractor shall list its Experience Modification Rate, Lost Time Incident Rate, and Recordable Incident Rate for the last three complete years (available from your insurance carrier).

Year	EMR	RIR	LTIR
AVERAGE			

To verify the above information, the Authority will contact the Bidder's (Insert type of specialty subcontractor here) Subcontractor Workers' Compensation Insurance carrier. The Bidder's (Insert type of specialty subcontractor here) Subcontractor shall authorize its carrier to release this information. Failure to release this information will result in the Bid being non-responsive and result in automatic disqualification of the Bid.

Workers' Compensation Insurance Company: _____

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Contact Person for Insurance Company: _____

Telephone Number: _____

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Insert Specification Month and Year

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The undersigned hereby states that all representations regarding the Bidder's (Insert type of specialty subcontractor here) Subcontractor's Experience and Qualifications are correct and true.

Signed this _____ day of _____, 20_____.

Subcontractor: _____
(Print or Type Contractor's Legal Name)

Signature: _____

Signed By: _____
(Print or Type Name)

Address: _____

Telephone Number: _____

Email Address: _____

END OF SECTION

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SECTION 00 45 19

**NONCOLLUSION DECLARATION
TO BE EXECUTED BY BIDDER AND SUBMITTED WITH BID
(To Accompany Bid)**

State of California)
) ss.
County of _____)

The undersigned declares:

I am the _____ of _____, the party making the foregoing bid. The bid is not made in the interest of, or on behalf of, any undisclosed person, partnership, company, association, organization, or corporation. The bid is genuine and not collusive or sham. The bidder has not directly or indirectly induced or solicited any other bidder to put in a false or sham bid. The bidder has not directly or indirectly colluded, conspired, connived, or agreed with any bidder or anyone else to put in a sham bid, or to refrain from bidding. The bidder has not in any manner, directly or indirectly, sought by agreement, communication, or conference with anyone to fix the bid price of the bidder or any other bidder, or to fix any overhead, profit, or cost element of the bid price, or of that of any other bidder. All statements contained in the bid are true. The bidder has not, directly or indirectly, submitted his or her bid price or any breakdown thereof, or the contents thereof, or divulged information or data relative thereto, to any corporation, partnership, company, association, organization, bid depository, or to any member or agent thereof, to effectuate a collusive or sham bid, and has not paid, and will not pay, any person or entity for such purpose. Any person executing this declaration on behalf of a bidder that is a corporation, partnership, joint venture, limited liability company, limited liability partnership, or any other entity, hereby represents that he or she has full power to execute, and does execute, this declaration on behalf of the bidder. I declare under penalty of perjury under the laws of the State of California that the foregoing is true and correct and that this declaration is executed on _____[date], at _____[city], ____[state]."

Signature of Authorized Representative

Type/Print Name of Bidder

Type/Print Representative's Name

Type/Print Title

Date

(Certificate of Acknowledgment to be executed by Notary on following page)

Name of Bidder _____

CERTIFICATE OF ACKNOWLEDGEMENT

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SECTION 00 45 21

ACKNOWLEDGEMENT OF INSURANCE REQUIREMENTS (To Accompany Bid)

Included in the Bid Price is full compensation for the requirements set forth in Section 00 73 00-3.0 **LIABILITY AND INSURANCE** of the Contract Documents including:

1. NOT USED
2. The policies listed below shall be provided by the Contractor, in accordance with Specification Section 00 73 00-3.0. All policies shall include a Waiver of Subrogation.
 - a) The bodily injury and property damage liability of the Commercial General Liability insurance shall provide coverage in the following limits of liability: Two Million Dollars (\$2,000,000) on account of any one occurrence with an annual general aggregate limit of not less than Five Million Dollars (\$5,000,000), and Five Million Dollars (\$5,000,000) products and completed operations aggregate, combined single limit.
 - b) Automobile Liability Insurance coverage of not less than One Million Dollars (\$1,000,000) combined single limit occurrence. Policy shall include a Waiver of Subrogation and Additional Insured Endorsement.
 - c) Employer's Liability coverage of not less than One Million Dollars (\$1,000,000) per accident for bodily injury or disease.
 - d) Workers' Compensation coverage.

Note to Specification Preparer: Include the following paragraph if the Authority is not providing an OCIP on this Project. If an OCIP is being provided or if the Authority is providing Builder's Risk Insurance, note "NOT USED". Delete this note during specification development.

- e) Builder's Risk Insurance shall be obtained in an amount equal to one hundred (100) percent of the Contract Price.

Note to Specification Preparer: Include the following paragraphs if the Authority is requiring any or all of these coverages on this Project. If any are not required, note "NOT USED" where applicable. Delete this note during specification development.

- f) Property Installation Floater coverage shall be obtained in an amount equal to one hundred (100) percent of the Contract Price.

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00 45 21-1

g) Contractor's Pollution Legal Liability shall be obtained in an amount equal to Two Million Dollars (\$2,000,000) for each occurrence and a Five Million Dollars (\$5,000,000) policy aggregate. Asbestos Legal Liability coverage of Two Million Dollars (\$2,000,000) for each occurrence and a Five Million Dollar (\$5,000,000) policy aggregate.

Signature of Authorized Representative

Type/Print Name of Bidder

Type/Print Representative's Name

Type/Print Title

Date

(Certificate of Acknowledgment to be executed by Notary on following page)

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SECTION 00 45 22

SAFETY COMPLIANCE AFFIDAVIT
(To Accompany Bid)

The Contractor hereby acknowledges Authority concerns regarding safety at its facility and at the Project worksite. The Contractor shall conduct its operations to eliminate or reduce hazards and risks associated with Contractor's activities, to prevent accidents and injuries, and to prevent property damages. Therefore, strict compliance with all of the most current safety, health and environmental regulations (federal, state and local) is required. Non-compliance with these regulations may result in suspension or termination of work in progress.

The Contractor's Safety Programs must accomplish the foregoing objectives. The Contractor certifies that its Safety Programs comply and will satisfy these requirements. The Contractor also certifies that each Subcontractor and Sub-subcontractors and other parties with which it has agreements to perform work on the Project worksite will also comply and will satisfy these requirements.

The mandatory (and other) Contractor Safety Programs are delineated in Part A of the attached Contractor Safety Operations Requirements. As noted in Part B, hard hat and safety glasses are required at all times on the work site. The Authority reserves the right to dismiss workers from the site that violate this rule. The Contractor further certifies that it can furnish satisfactory evidence of compliance. The Contractor acknowledges that it shall submit completed sections A, B, C, and D to the Authority within thirty (30) calendar days of Notice of Award.

The Contractor further acknowledges that its Subcontractors and Sub-subcontractors will provide all Safety Compliance documents in accordance with Specification Section 00 21 13 and Specification Section 00 45 22 prior to the Subcontractor or Sub-subcontractor commencing work at the site.

Note to Specification Preparer: If the bid process is conducted while COVID-19 restrictions are in place, unshade the sentence below. Otherwise, delete the shaded sentence below. Delete this note during specification development.

The Contractor and its Subcontractors shall meet with the SVCW Director of Safety within twenty (20) calendar days of NTP to become oriented with SVCW's standard safety and emergency procedures. This will include a review of all COVID-19 orders, health screenings, and separation protocols implemented by SVCW that require compliance from the Contractor.

Signature of Authorized Representative

Type/Print Name of Bidder

Type/Print Representative's Name

Type/Print Title

Date

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(Certificate of Acknowledgment to be executed by Notary on following page)

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00 45 22-2

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CONTRACTOR'S SAFETY OPERATIONS REQUIREMENTS

**PARTS A, B, C, AND D SHALL BE SUBMITTED TO THE
AUTHORITY (ATTN: SVCW SAFETY DIRECTOR) WITHIN
THIRTY (30) CALENDAR DAYS OF NOTICE OF AWARD.**

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00 45 22-4

PART A - Safety Programs

Please indicate below whether your firm has the following written safety programs. If any of the programs listed do not apply to your operations or this project, please make note of this in the “Comments” column. Include any information that you think would be helpful to us in making this assessment. Those programs that are indicated as mandatory must be available for review before commencing work on this project. Other safety programs may be requested if it is later determined that they are applicable to the Project, and as such, must be made available for review upon request.

Mandatory	Program	Reference Note	Do you have a written program?		Program meets Cal/OSHA Criteria		Sub will provide	Have project employees been trained?		Is the training documented?		Comments
			Yes	No	Yes	No		Yes	No	Yes	No	
YES	Injury and Illness Prevention											
YES	Hazard Communication	1										
YES	Confined Space Operations	2										
	Respiratory Protection	3										
	Emergency Response	4										
	Hearing Conservation	5										
YES	Lockout/Tagout	6										
YES	New Employee Orientation											
YES	Excavation Safety											
YES	Code of Safe Practices	7										
YES	Personal Protective Equipment	8										
	Drugs/Alcohol											
	Traffic Control Safety											
	Fall Prevention Plan*	9										
	Hot Work Program	10										
	Crane Safety	11										
	Powered Industrial Truck	12										

*If conventional fall protection measures cannot be used.

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Reference Notes

1. **Hazard Communication:** Contractor has a Hazard Communication/Employee Right-To-Know Program that meets the requirements of Title 8 of the California Code of Regulations (8 CCR), 5194 (29 CFR, Part 1910.1200). At a minimum the program includes a written Hazard Communication Program, the availability of a SDS for each hazardous material used by employees (copies must be available on site for any materials used at the Plant), proper labeling of all hazardous substances, and training of all employees related to the regulation.
2. **Confined Space Operations:** Contractor has a Permit Required Confined Space entry program that meets or exceeds the requirements of 8 CCR, 5157 (29 CFR, Part 1910.146). This program includes a written Permit Required Confined Space Plan and training of affected staff including having qualified Rescue Team personnel and required equipment on the site during all confined space entries.
3. **Respiratory Protection:** Contractor has a Respiratory Protection Program that meets or exceeds the requirements of 8 CCR, Section 5144 (Title 29 of the Code of Federal Regulations (CFR), Part 1910.134). This program includes a written Respiratory Protection Plan, annual training of involved personnel, medical monitoring of personnel, annual fit testing for the type of mask that is expected to be worn, and an inspection/maintenance program for respiratory protection equipment.
4. **Emergency Response:** Contractor has a CPR/First Aid program which adheres to one or more of the following regulations, whichever is warranted: 8 CCR 3400, 8 CCR 1512 (29 CFR, Subpart K).
5. **Hearing Conservation:** Contractor has an appropriate Hearing Protection and/or Hearing Conservation Program meeting or exceeding the requirements of 8 CCR 5095 or 1521. At minimum, our employees receive appropriate hearing protection and training as required.
6. **Lockout/Tagout:** Contractor has a Lock Out/Tag Out program that meets or exceeds the requirements of 8 CCR, 3114 (29 CFR, Part 1910.147). The required elements of this program include training of affected and involved personnel, written procedures, and the issuance of individual locks and tags.
7. **Code of Safe Practices:** Contractor has an appropriate Code of Safe Practices (or Site Safety Plan) meeting or exceeding the requirements of 8 CCR, Sections 3203 and 1509.
8. **Personal Protective Equipment:** Contractor has qualified personnel and written guidelines for selecting the appropriate PPE: safety shoes compliant with Cal-OSHA/ANSI standards (ANSI Z41-1991), Hard hats meeting Cal-OSHA/ANSI standards Z89.1-1969, and eye protection meeting Cal-OSHA/ANSI Z87.1, 1989. Additionally, when required, respiratory protective equipment, chemical resistive gloves, boots and body covering that has been tested according to current revision of ASTM F 739 and is suitable for used in the following environment(s) and situations:
 - a. Strong Acidic/Alkaline/Corrosive
 - b. Odorous/Ammonia/Hydrogen Sulfide
 - c. Oxygen Depleted
 - d. Elevated Temperature/Thermal
 - e. Chlorine
 - f. SO₂/SO₃
 - g. Other _____
9. **Fall Prevention Plan:** Contractor has an Elevated Work Program that complies with the various aspects of 8 CCR Article 24. Compliance with these programs would include training, written procedures, and equipment inspection and maintenance whenever work exposes and employee to a fall of six (6) feet or more.
10. **Hot Work Program:** Contractor has a Hot Work program that ensures compliance with 8 CCR 6777 (29 CFR 1910.119(k)). Compliance with these programs will include training of the hazards, use of fire extinguishers and annual certification, and the use of a Hot Work Permitting system.
11. **Crane Safety:** Contractor has a Crane safety program meeting or exceeding the requirements found in 8 CCR, Group 13 of the General Industry Safety Orders (29 CFR, Part 1910, Subpart N).
12. **Powered Industrial Truck:** Contractor has a Powered Vehicle safety program meeting or exceeding the requirements of 8 CCR 3668 (29 CFR, Part 1910.178). Compliance with this program requires training and certification on a maximum 3-year interval.

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Insert Specification Month and Year

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PART B - Safety Equipment - Identify what safety equipment will be available and used for this project.

Type	Description/Comments
<input type="checkbox"/> Gas detectors	
<input type="checkbox"/> Ventilation equipment	
<input type="checkbox"/> Approved harnesses and lanyards	
<input type="checkbox"/> Mechanical hoists	
<input type="checkbox"/> Fire extinguishers	
<input type="checkbox"/> First aid kits	
<input type="checkbox"/> Respirators	
<input checked="" type="checkbox"/> Hard hats	Mandatory SVCW Requirement
<input type="checkbox"/> Hearing protectors	
<input checked="" type="checkbox"/> Safety goggles	Mandatory SVCW Requirement
<input checked="" type="checkbox"/> Safety toed footwear	Mandatory SVCW Requirement
<input type="checkbox"/> Hand protection	
<input type="checkbox"/> Fall protection	
<input type="checkbox"/>	
<input type="checkbox"/>	

PART C - Specialized Training and Certification - Identify the areas of specialized training or certification that will have been completed by employees who will be assigned to this project. Be prepared to provide documentation as requested.

<input type="checkbox"/>	CPR/first aid	<input type="checkbox"/>	Confined space operations and rescue	<input type="checkbox"/>	Scaffolding
<input type="checkbox"/>	Fork lift operation	<input type="checkbox"/>	Respirators <input type="checkbox"/> Air-Supplying <input type="checkbox"/> Air-Purifying	<input type="checkbox"/>	Flagging
<input type="checkbox"/>	Cranes/hoists operation	<input type="checkbox"/>	Trenching and shoring competent person	<input type="checkbox"/>	
<input type="checkbox"/>	Heavy equipment operation	<input type="checkbox"/>	Welding	<input type="checkbox"/>	
<input type="checkbox"/>	Powder-actuated tools use	<input type="checkbox"/>	Asbestos abatement	<input type="checkbox"/>	

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PART D - Jobsite Safety Practices

1. Name of person who will have responsibility for jobsite safety?

2. Who will be responsible for conducting and documenting accident investigations? Does your company perform near-miss investigations? Please provide sample copy of investigation forms.

3. How often are jobsite safety audits or inspections performed, and by whom?

4. Does the person who is responsible for jobsite safety have authority to take immediate action to correct unsafe conditions of work practices?

5. How often are jobsite tailgate or toolbox safety meetings held?

6. Briefly describe how you will ensure that workers comply with our safety programs and Cal/OSHA requirements?

7. Please list any Cal/OSHA citations and penalties you have received in the last three years.

8. Have there been any on-the-job fatalities in the last five years? If yes, please explain.

9. Does your company have a safety incentive program? If yes, please explain.

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PART E: Evaluation Worksheet

(FOR USE BY THE AUTHORITY ONLY)

Company Name _____

Contact Person _____

Item	Program is Mandatory	Contractor has Written Program	Contractor States Program meets Cal/OSHA Criteria	Comments
PART A: Safety Programs				
Injury and Illness Protection	Yes			
Hazard Communication	Yes			
Confined Space Operations	Yes			
Lockout /Tagout	Yes			
New Employee Orientation	Yes			
Personal Protective Equipment	Yes			
Excavation Safety	Yes			
Code of Safe Practices	Yes			
Other Programs				
PART B: Safety Equipment				
PART C: Training and Certifications				
PART D: Jobsite Safety Practices				
Responsible Person Named				
Accident Investigations				
Worksite Safety Inspections				
Safety Meetings				
Compliance With Safety Requirements				
Cal/OSHA Citations/Penalties				
Fatalities				
Safety Incentives				

*** END OF SECTION ***

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SECTION 00 52 00

**AGREEMENT
FOR THE CONSTRUCTION OF
(Project Name and CIP #)**

THIS AGREEMENT, made and entered into in duplicate originals this ___ day of _____, 20___, between Silicon Valley Clean Water, a public agency ("Authority"), and _____ ("Contractor").

WITNESSETH:

1. That for and in consideration of the payments and agreements to be made and performed by Authority and under the conditions contained in the two bonds submitted herewith, Contractor agrees with Authority, at Contractor's cost and expense, to do all the work and furnish all the labor, equipment and materials necessary to construct and complete in good workmanlike and substantial manner the Project entitled **(Project Name and CIP #)** _____ ("Project") in strict conformity with the Contract Documents (collectively defined in Section 01 42 00-2.0), which Contract Documents in their entirety are incorporated herein by reference.

2. In consideration of the mutual covenants and agreements herein contained and to be performed, Contractor hereby agrees to complete the Work of the Project in accordance with the terms and conditions as provided for in Section 00 41 00, **PROPOSAL**, and other appropriate provisions set forth in the Contract Documents for the lump sum price of _____ Dollars, (\$ _____).

Payments shall be made to Contractor in accordance with the provisions of the Contract Documents.

3. Authority hereby employs Contractor to provide the labor, equipment and materials and to construct, install and complete the Project in accordance with the Contract Documents for the aforesaid prices and agrees to pay the same at the time, in the manner and upon the terms and conditions above set forth. The parties hereto, for themselves, their heirs, executors, administrators, successors and assigns, do hereby agree to fully perform their respective covenants and agreements herein contained.

4. In the event of any conflict between the terms of the Contract Documents and the provisions of Contractor's written bid, the Contract Documents, including the provisions of this Agreement, which is a component of the Contract Documents, shall control and nothing herein contained shall be considered as an acceptance of any such conflicting provision.

5. Contractor and any Subcontractor performing or contracting any Work of the Project shall comply with all applicable provisions of the California Labor Code for all workers, laborers and mechanics of all crafts, classifications or types, including, but not limited to the following:

(a) Sections 1810 to 1815, inclusive, of the California Labor Code relating to working hours. Contractor shall, as a penalty to Authority, forfeit the sum of twenty-five

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dollars (\$25.00) for each worker employed in the execution of the Contract by Contractor or by any Subcontractor for each calendar day during which such worker is required or permitted to work more than eight (8) hours in any one calendar day and forty (40) hours in any one calendar week, unless such worker receives compensation for all hours worked in excess of eight (8) hours at not less than one and one half (1-1/2) times the basic rate of pay.

(b) The Project is a "public work" as defined in California Labor Code Division 2, Part 7 Chapter 1 (commencing with Section 1720) to which Labor Code Section 1771 applies and shall be performed by Contractor as such. Pursuant to the provision of California Labor Code Sections 1770 et seq., Contractor and any Subcontractor shall pay not less than the prevailing rate of per diem wages as determined by the Director of the California Department of Industrial Relations. Prevailing wage requirements are also applicable during pre-construction work, which includes, but is not limited to, design, site assessment, feasibility studies, and land surveying. Pursuant to the provisions of California Labor Code Section 1773.2, Contractor is hereby advised that copies of the prevailing rate of per diem wages and a general prevailing rate for holidays, Saturdays and Sundays and overtime work in the locality in which the work is to be performed for each craft, classification, or type of worker required to execute the Contract, are on file in the office of Authority, which copies shall be made available to any interested party on request. Contractor shall post a copy of said prevailing rate of per diem wages at each job site.

(c) Contractor shall comply with the provisions of Section 1775 of the California Labor Code and shall, as a penalty to Authority, forfeit up to fifty dollars (\$50) for each calendar day, or portion thereof, for each worker paid less than the prevailing rate of per diem wages for each craft, classification, or type of worker needed to execute the Contract. Contractor shall pay each worker an amount equal to the difference between the prevailing wage rates and the amount paid a worker for each calendar day or portion thereof for which a worker was paid less than the prevailing wage rate.

(d) Pursuant to the provisions of Section 1776 of the California Labor Code, Contractor and each subcontractor shall keep an accurate payroll record, showing the name, address, social security number, work classification, straight time and overtime hours worked each day and week, and the actual per diem wages paid to each journeyman, apprentice, worker or other employee employed by Contractor for the Project. Said payroll shall be certified and shall be available for inspection at all reasonable hours at the principal office of Contractor on the following basis:

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

(2) A certified copy of all payroll records above-listed shall be made available for inspection or furnished upon request to Authority, the Division of Labor Standards Enforcement and the Division of Apprenticeship Standards of the Department of Industrial Relations.

(3) A certified copy of all payroll records above-listed shall be made available upon request by the public for inspection or for copies thereof;

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provided, however, that a request by the public shall be made through either Authority, the Division of Apprenticeship Standards or the Division of Labor Standards Enforcement. If the requested payroll records have not been provided pursuant to subparagraph 5(d)(2) herein, the requesting party shall, prior to being provided the records, reimburse the costs of preparation by Contractor, subcontractors, and the entity through which the request was made. The public shall not be given access to the records at the principal offices of Contractor.

The certified payroll records shall be on forms provided by the California Division of Labor Standards Enforcement or shall contain the same information as the forms provided by the Division.

Contractor shall file a certified copy of the records above-listed with the entity that requested the records within ten (10) days after receipt of a written request. Any copy of records made available for inspection as copied and furnished upon request to the public or any public agency by Authority, the Division of Apprenticeship Standards, or the Division of Labor Standards Enforcement shall be marked or obliterated in such a manner as to prevent disclosure of an individual's name, address, and social security number. The name and address of Contractor shall not be marked or obliterated. Contractor shall inform Authority of the location of the records above-listed including the street address, city and county, and shall, within five (5) working days, provide a notice of change of location and address. Contractor shall have ten (10) days in which to comply subsequent to receipt of written notice specifying in what respects Contractor must comply with this Paragraph 5(d). If Contractor fails to comply within the ten (10) day period, Contractor, as a penalty to the State of California or Authority, shall forfeit twenty-five dollars (\$25.00) for each calendar day, or portion thereof, for each worker, until strict compliance is effectuated. Upon the request of the California Division of Apprenticeship Standards or the Division of Labor Standards Enforcement, these penalties shall be withheld from progress payments then due. Responsibility for compliance with this Paragraph 5(d) lies with Contractor.

(e) Contractor and any Subcontractors shall, when they employ any person in any apprenticeable craft or trade, apply to the joint apprenticeship committee administering the apprenticeship standards of the craft or trade in the area of the construction site for a certificate approving Contractor or Subcontractor under the apprenticeship standards for the employment and training of apprentices in the area or industry affected; and shall comply with all other requirements of Section 1777.5 of the California Labor Code. The responsibility of compliance with California Labor Code Section 1777.5 during the performance of this contract rests with Contractor. Pursuant to California Labor Code Section 1777.7, in the event Contractor willfully fails to comply with the provisions of California Labor Code Section 1777.5, Contractor shall be denied the right to bid on any public works contract for up to three (3) years from the date noncompliance is determined and shall be assessed civil penalties.

(f) In accordance with the provisions of Article 5, Chapter 1, Part 7, Division 2 (commencing with 1860), and Chapter 4, Part 1, Division 4 (commencing with 3700) of the California Labor Code, Contractor is required to secure the payment of

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compensation to its employees and for that purpose obtain and keep in effect adequate Workers' Compensation Insurance. If Contractor, in the sole discretion of Authority satisfies Authority of the responsibility and capacity under the applicable Workers' Compensation laws, to act as self-insurer, Contractor may so act, and in such case, the insurance required by this Paragraph need not be provided.

Contractor is advised of the provisions of Section 3700 of the California Labor Code, which requires every employer to be insured against liability for Workers' Compensation or to undertake self-insurance in accordance with the provisions of that Code.

Before the Agreement between Authority and Contractor is entered into, Contractor shall submit written evidence that Contractor has obtained for the period of the Contract full Workers' Compensation Insurance coverage for all persons whom they employ or may employ in carrying out the Work of the Project. This insurance shall comply with the requirements of the most current and applicable state Workers' Compensation Insurance laws. Contractor shall also submit written evidence that each Subcontractor has obtained for the period of the Contract full Workers' Compensation Insurance coverage for all persons whom they employ or may employ in carrying out the Work of the Project prior to the commencement of any work by the Subcontractor(s).

In accordance with the provisions of Section 1861 of the California Labor Code, Contractor hereby certifies to Authority as true the following statement:

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

(g) In accordance with the provisions of Section 1727 of the California Labor Code, before making payment to Contractor of money due under this contract Authority shall withhold and retain therefrom sufficient funds to satisfy any civil wage and penalty assessment issued by the Labor Commissioner under Chapter 1, Part 7, Division 2 of the California Labor Code (commencing with 1720). If Authority has not retained sufficient money under the contract to satisfy a civil wage and penalty assessment based on a Subcontractor's violations, Contractor shall, upon the request of the Labor Commissioner, withhold sufficient money due the Subcontractor under the Contract to satisfy the assessment and transfer the money to Authority. These amounts shall not be disbursed by Authority until receipt of a final order that is no longer subject to judicial review.

(h) The Project is a "public work" as defined in Labor Code Section 1720. Therefore, Contractor and all subcontractors for the Project must be registered with the California Department of Industrial Relations pursuant to the provisions of Labor Code Section 1725.5 in order to be qualified to bid on, be listed in a bid proposal, or engage in the performance of any work under the Contract for the Project. A bid shall not be accepted nor any contract or subcontract be entered into without proof of the contractor or subcontractor's current registration to perform public work pursuant to

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Labor Code Section 1725.5. Contractor hereby certifies that Contractor is registered pursuant to that Section.

Pursuant to Labor Code Section 1771.4, the Project is subject to compliance monitoring and enforcement by the Department of Industrial Relations. Contractor shall post jobsite notices as prescribed by regulation and each subcontractor shall furnish the records specified in Labor Code Section 1776 directly to the Labor Commissioner as specified in said Section 1771.4. Pursuant to Labor Code Section 1773.3, the Authority shall provide notice to the Department of Industrial Relations of the award of the contract for the Project within five days of the award.

6. Contractor shall provide Automobile Liability Insurance for all owned, non-owned and hired automobiles, trucks, trailers or other vehicles to be employed by Contractor on the Project and such other insurance coverage expressly required for the Project as set forth in Section 00 73 00-3.0, LIABILITY AND INSURANCE.

7. Contractor shall diligently prosecute performance of the Work of the Project so that it shall be substantially completed within the time specified in Section 00 73 00-1.1, TIME ALLOWED FOR COMPLETION.

8. In addition to such other guarantees as may be provided in other provisions of the Contract Documents, Contractor hereby expressly guarantees for one (1) full year from the date of Acceptance of the Project by Authority to repair or replace any defects of the Work performed hereunder or in the Project resulting from the use of inferior or defective materials, equipment or workmanship. If, within said period, any repairs or replacements in connection with the Project are, in the opinion of Authority, rendered necessary as the result of the use of inferior or defective materials, equipment or workmanship, Contractor agrees, upon receipt of notice from Authority, and without expense to Authority, promptly to repair or replace such material or workmanship and correct any and all defects therein. If Contractor, after such notice, fails to proceed promptly to comply with the terms of this guarantee, Authority may perform the work necessary to effectuate such correction and recover the cost thereof from Contractor or its sureties.

In special circumstances where a particular item of work or equipment is placed in continuous service before Substantial Completion of the Project, the guarantee period for that item may start to run from an earlier date agreed upon by Contractor and Authority on or before the item is placed in continuous service.

All other special guarantees which may be applicable to specific parts of the Project shall be considered as additional guarantees and shall not reduce or limit the guarantee under this Paragraph during the life of such guarantee.

9. Contractor shall provide, upon execution of this Agreement, a good and sufficient corporate surety bond in the penal sum of one hundred (100) percent of amount bid, which bond shall be on the form provided by Authority in Section 00 61 13.13, **BOND OF FAITHFUL PERFORMANCE**, and be conditioned upon the faithful performance of all Work required to be performed by Contractor hereunder. The surety on said bond shall be liable for any and all penalties and obligations which may be incurred by Contractor under this Agreement. The bond shall be issued by a corporate Surety approved by Authority's counsel. The corporate
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Surety shall be authorized to conduct business in California and shall have an AM Best rating of A:VII or better. At its discretion, Authority may require that a certified copy of the Certificate of Authority of the insurer issued by the Insurance Commissioner of the State of California be submitted by the Surety to Authority. At its discretion, Authority may also require the insurer to provide copies of its most recent annual and quarterly statements filed with the Department of Insurance pursuant to Article 10 (commencing with Section 900) of Chapter 1 of Part 2 of Division 1 of the California Insurance Code.

10. In addition to the bond required under Paragraph 9, Contractor shall furnish a good and sufficient corporate surety bond in the penal sum of one hundred (100) percent of amount of the Bid, which bond shall be on the form provided by Authority in Section 00 61 13.16, **PAYMENT BOND**, and conform strictly with the provisions of Chapter 7 (commencing with Section 3257), Title 15, Part 4, Division 3, of the Civil Code of the State of California, and all amendments thereto. The bond shall be issued by a corporate Surety approved by Authority's counsel. The Surety shall be authorized to conduct business in California and shall have an AM Best rating of A:VII or better. At its discretion, Authority may request that a certified copy of the Certificate of Authority of the insurer issued by the Insurance Commissioner of the State of California be submitted by the Surety to Authority. At its discretion, Authority may also require the insurer to provide copies of its most recent annual and quarterly statements filed with the Department of Insurance pursuant to Article 10 (commencing with Section 900) of Chapter 1 of Part 2 of Division 1 of the Insurance Code.

11. Contractor may substitute securities for the amounts retained by Authority to ensure performance of the work in accordance with the provisions of Section 22300 of the Public Contract Code.

12. Contractor covenants that Contractor is licensed and registered in accordance with the provisions of the Contractors' License Law of California and Labor Code Section 1725.5, respectively, as provided in Section 00 11 13, **NOTICE TO CONTRACTORS**.

13. Contractor shall be provided the period of time specified in the Contract Documents under Section 01 33 23-7.2, SUBSTITUTIONS, for submission of data substantiating a request for a substitution of "an equal" item.

14. Authority shall assume the responsibility for the timely removal, relocation, or protection of existing main or trunkline utility facilities located on the work site, if such utilities are not identified in the Contract Documents. Authority shall compensate Contractor for the costs of locating, repairing damage not caused by Contractor for failure to exercise reasonable care and removing or relocating such utility facilities not indicated in the Contract Documents with reasonable accuracy, and for equipment on the Project necessarily idled during such work. Contractor shall not be assessed liquidated damages for delay in completion of the Project when such delay was caused by the failure of Authority or the owner of the utility to remove or relocate such utility facilities.

Nothing herein contained shall be deemed to require Authority to indicate the presence of existing service laterals or appurtenances whenever the presence of such utilities on the work site can be inferred from the presence of other visible facilities, such as buildings, meter and junction boxes on or adjacent to the work site or similar appurtenances associated with such utilities; provided, however, nothing herein shall relieve Authority from identifying main or trunklines in the Contract Documents.

Nothing herein shall preclude Authority from pursuing any appropriate remedy against the utility for delays which are the responsibility of the utility. Nothing herein shall be construed to relieve the utility from any obligation as required whether by law or by contract to pay the cost of removal or relocation of existing utility facilities.

If Contractor, while performing the work of the Project discovers utility facilities not identified by Authority in the Contract Documents, Contractor shall immediately notify Authority and the apparent owner of the utility in writing.

A public utility which is identified as the owner of a utility shall have the sole discretion to perform repairs or relocation work or permit Contractor to do such repairs or relocation work at a reasonable price.

15. As required by Section 6705 of the California Labor Code and in addition thereto, whenever Work under the Contract involves the excavation of any trench or trenches five (5) feet or more in depth, Contractor shall submit, in advance of excavation, a detailed plan showing the design of shoring, bracing, sloping, or other provisions to be made for worker protection from the hazard of caving ground during excavation. If such plan varies from the shoring system standards established by the Construction Safety Orders of the Division of Industrial Safety in Title 8, Subchapter 4, Article 6, California Code of Regulations, the plan shall be prepared by a registered civil or structural engineer employed by Contractor, and all costs therefor shall be deemed to be included in Contractor's accepted bid for the Project. Nothing in this Section shall be deemed to allow the use of a shoring, sloping, or other protective system less effective than that required by the Construction Safety Orders. Nothing in this section shall be construed to impose tort liability on Authority, the Design Consultant, Construction Manager or any of their agents, consultants, or employees. Authority's review of Contractor's excavation plan is only for observation of general conformance to the California Construction Safety Orders and shall not be deemed approval or guarantee of Contractor's plan.

Prior to commencing any excavation, Contractor shall designate in writing to the Construction Manager Contractor's "competent person(s)" with authority and responsibilities designated in the Construction Safety Orders.

16. In accordance with Section 7104 of the Public Contract Code, whenever any work involves digging trenches or other excavations that extend deeper than four (4) feet below the surface, the provisions of Section 00 72 00-7.2, DIFFERING SITE CONDITIONS, shall apply.

17. In accordance with Section 7103.5 of the Public Contract Code, Contractor and Subcontractors shall conform to the following requirements: Contractor or its Subcontractor(s) offer(s) and agree(s) to assign to Authority all rights, title, and interest in and to all causes of action it/they may have under Section 4 of the Clayton Act (15 U.S.C. § 15) or under the Cartwright Act (Chapter 2 [commencing with § 16700] of Part 2 of Division 7 of the Business and Professions Code) arising from purchases of goods, materials or services pursuant to this Contract or the subcontract(s). Such assignment shall be made and become effective at the time Authority tenders final payment to Contractor, without further acknowledgement by the parties.

18. In accordance with Section 4552 of the Government Code, Contractor shall conform to the following requirements: Contractor shall assign to Authority all rights, title, and interest
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in and to all causes of action it may have under Section 4 of the Clayton Act (15 U.S.C. § 15) or under the Cartwright Act (Chapter 2 [commencing with § 16700] of Part 2 of Division 7 of the Business and Professions Code), arising from purchase of goods, materials, or services by Contractor for sale to Authority pursuant to the Bid. Such assignment shall be made and become effective at the time Authority tenders final payment to Contractor.

19. Pursuant to Public Contract Code Section 7100, acceptance by Contractor of an undisputed payment made under the terms of the Contract shall operate as, and shall be, a release to Authority and Authority's duly authorized agents from all claims of or liability to Contractor arising by virtue of the Contract related to those amounts. Disputed claims in stated amounts may be specifically excluded by Contractor from the operation of the release.

20. In accordance with California Business and Professions Code Section 7030, Contractor is required by law to be licensed and regulated by the Contractor's State License Board which has jurisdiction to investigate complaints against contractors if a complaint regarding a patent act or omission is filed within four (4) years of the date of the alleged violation. A complaint regarding a latent act or omission pertaining to structural defects must be filed within ten (10) years of the date of the alleged violation. Any questions concerning Contractor may be referred to the Contractors State License Board, Intake and Mediation Center, P.O. Box 269116, Sacramento CA 95826-9116.

Note to Specification Preparer: If this project may require counterpart signatures on the executed Contract, unshade the following paragraph. If not, delete the paragraph. Delete this note during specification development.

21. This Agreement may be executed in one or more counterparts, each of which when executed and delivered shall be an original, and all of which when executed and delivered shall constitute one Agreement. The counterparts of this Agreement must be manually executed, but the exchange of copies of this Agreement and of manually executed signature pages by facsimile or by electronic mail as an attachment in portable document format (.pdf) to the addresses provided in this Agreement shall constitute effective delivery of this Agreement as to the Parties and may be used as a fully binding original in lieu of the original Agreement for all purposes.

IN WITNESS WHEREOF, the parties hereto have executed this agreement this _____ day of _____, 20____.

CONTRACTOR

Contractor: _____
(Print or Type Contractor's Legal Name)

Signature: _____

Signed By: _____
(Print or Type Name)

Title: _____

SILICON VALLEY CLEAN WATER

By: _____
Chair

ATTEST:

By: _____
Secretary

***** END OF SECTION *****

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SECTION 00 54 27

ESCROW AGREEMENT FOR
SECURITY DEPOSITS IN LIEU OF RETENTION
(Project Name and CIP #)

This Escrow Agreement is made and entered into by and between; Silicon Valley Clean Water, whose address is 1400 Radio Road, Redwood City, CA 94065; hereinafter called "Owner", and _____

whose address is _____

hereinafter called "Contractor", and _____

whose address is _____

hereinafter called "Escrow Agent".

For the consideration hereinafter set forth, the Owner, Contractor, and Escrow Agent agree as follows:

1. Pursuant to Section 22300 of the Public Contract Code of the State of California, Contractor has the option to deposit securities which meet the requirements set forth in said Section 22300, with Escrow Agent, as a substitute for retention earnings required to be withheld by Owner pursuant to the Construction Contract entered into between Owner and Contractor for _____ (Project Name and CIP #) _____

in _____ the _____ amount _____ of _____ \$ _____ dated _____

_____ (hereinafter referred to as the "Contract"). Alternatively, on written request of the Contractor, the Owner shall make payments of the retention earnings directly to the Escrow Agent. When Contractor deposits the securities as a substitute for Contract earnings, the Escrow Agent shall notify the Owner within ten (10) days of the deposit. The market value of the securities at the time of the substitution shall be at least equal to the cash amount then required to be withheld as retention under the terms of the Contract between the Owner and Contractor. Securities shall be held in the name of Owner, and shall designate the Contractor as the beneficial Owner.

2. Owner shall make progress payments to Contractor for such funds which otherwise would be withheld from progress payments pursuant to the Contract provisions, provided that the Escrow Agent holds securities in the form and amount specified above.

3. When the Owner makes payment of retentions earned directly to the Escrow Agent the Escrow Agent shall hold them for the benefit of the Contractor until such time as the escrow created under this Contract is terminated. The Contractor may direct the investment of the payments into securities. All terms and conditions of this agreement and the rights and responsibilities of the parties shall be equally applicable and binding when the Owner pays the Escrow Agent directly.

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4. Contractor shall be responsible for paying all fees for the expenses incurred by Escrow Agent in administering the Escrow Account, and all expenses of the Owner. These expenses and payment terms shall be determined by the Owner, Contractor, and Escrow Agent.
5. The interest earned on the securities or the money market accounts held in escrow and all interest earned on that interest shall be for the sole account of Contractor and shall be subject to withdrawal by Contractor at any time and from time to time without notice to the Owner.
6. Contractor shall have the right to withdraw all or any part of the principal in the Escrow Account only by written notice to Escrow Agent accompanied by written authorization from Owner to the Escrow Agent that Owner consents to the withdrawal of the amount sought to be withdrawn by Contractor.
7. The Owner shall have a right to draw upon the securities in the event of default by the Contractor. Upon seven (7) days written notice to the Escrow Agent from the Owner of the default, the Escrow Agent shall immediately convert the securities to cash and shall distribute the cash as instructed by the Owner.
8. Upon receipt of written notification from the Owner certifying that the Contract is final and complete, and that the Contractor has complied with all requirements and procedures applicable to the Contract, Escrow Agent shall release to Contractor all securities and interest on deposit less escrow fees and charges of the Escrow Account. The escrow shall be closed immediately upon disbursement of all moneys and securities on deposit and payments of fees and charges.
9. Escrow Agent shall rely on the written notifications from the Owner and the Contractor pursuant to Sections (5) to (8), inclusive, of this Agreement, and Owner and Contractor shall hold Escrow Agent harmless from Escrow Agent's release and disbursement of the securities and interest as set forth above.
10. The names of the persons who are authorized to give written notice or to receive written notice on behalf of the Owner and on behalf of Contractor in connection with the foregoing, and exemplars of their respective signatures are as follows:

On Behalf of Owner:

On Behalf of Contractor:

Title

Title

Name

Name

Signature

Signature

Address

Address

On Behalf of Escrow Agent:

Title

Name

Signature

Address

At the time the Escrow Account is opened, Owner and Contractor shall deliver to the Escrow Agent a fully executed counterpart of this Agreement.

IN WITNESS WHEREOF, the parties have executed this Agreement by their proper officers on the date first set forth above.

Owner:

Contractor:

Title

Title

Name

Name

Signature

Signature

*****END OF SECTION*****

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SECTION 00 61 13.13

BOND OF FAITHFUL PERFORMANCE

KNOW ALL PERSONS BY THESE PRESENTS: that, WHEREAS, the Commission of Silicon Valley Clean Water, a public entity located in San Mateo County, State of California, has awarded to _____, hereinafter designated the "Principal", a Contract for constructing

(Project Name and CIP#)

WHEREAS, the Principal is required under the terms of the Contract to furnish a bond for the faithful performance of said Contract:

NOW, THEREFORE, we, the Principal and _____, as Surety, are held and firmly bound unto Silicon Valley Clean Water in the penal sum of (\$ _____), lawful money of the United States of America, being not less than one hundred (100) percent of the Contract Amount, for the payment of which sum well and truly to be made, we bind ourselves, our heirs, executors, administrators and successors, jointly and severally, firmly by these presents.

THE CONDITION OF THIS OBLIGATION IS SUCH, that if the above bounded Principal, his/her or its heirs, executors, administrators, successors, transferees or assigns, shall in all things stand to and abide by, and well and truly keep and faithfully perform the covenants, conditions, and agreements of said Contract and any alterations made as therein provided on the Principal's part to be kept and performed at the time and in the manner therein specified, and in all respects according to their true intent and meaning, and shall indemnify and save harmless Silicon Valley Clean Water, its officers employees and agents, as therein stipulated, then this obligation shall become null and void; otherwise it shall be and remain in full force and effect.

As a condition precedent to the satisfactory completion of the said Contract, the above obligation in the amount of _____ Dollars, (\$ _____), being not less than one hundred (100) percent of the Contract Amount, shall hold good for a period of one (1) year after the completion and Acceptance of the said Work, during which time if the above bounded Principal, his/her or its heirs, executors, administrators, successors transferees or assigns shall fail to make full, complete and satisfactory repair and replacements or totally to protect Silicon Valley Clean Water from loss or damage made evident during said period of one (1) year from the date of Acceptance of said Work, and resulting from or caused by defective materials or faulty workmanship in the prosecution of the work done, the above obligation in said sum of _____

_____ Dollars, (\$ _____), shall remain in full force and effect, otherwise the above obligation shall be void.

Further, the Surety, for value received, hereby stipulates and agrees that no change, extension of time, alteration or addition to the terms of the Contract or to the Work to be performed thereunder or the Specifications accompanying the same shall in any wise affect its obligations on this bond; and it does hereby waive notice of any such change, extension of

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time, alteration or addition to the terms of the Contract, or to the Work, or to the Contract Documents.

In the event Silicon Valley Clean Water, or its successors or assigns, shall be the prevailing party in an action brought upon this bond, then in addition to the penal sum hereinabove specified, Principal and Surety, jointly and severally, agree to pay to Silicon Valley Clean Water or its successors or assigns, a reasonable sum on account of its attorney's fees incurred in such action, which sum shall be fixed by the court.

IN WITNESS WHEREOF, the above bounded parties have executed this instrument under their seals this _____ day of 20____, the name and corporate seal of each corporate party being hereto affixed and these presents duly signed by its undersigned representative pursuant to authority of its governing body.

Principal

Name

Title

Signature

(SEAL)

Surety

Name

Title

Signature

(SEAL)

Surety shall have an AM Best rating of A:VII, or better.

***** END OF SECTION *****

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00 61 13.13-2

SECTION 00 61 13.16

PAYMENT BOND

KNOW ALL PERSONS BY THESE PRESENTS: that, WHEREAS, the Commission of Silicon Valley Clean Water, a public entity located in San Mateo County, State of California, has awarded to _____ hereinafter designated as "Principal, a Contract for construction of:

(Project Name and CIP #)

WHEREAS, the Principal is required to furnish a bond in connection with said Contract, providing that if said Principal, or any of it or its subcontractors, shall fail to pay for any materials, provisions, or other supplies or teams used in, upon, for or about the performance of the Work contracted to be done, or for any work or labor thereon of any kind, the Surety of this bond will pay the same to the extent hereinafter set forth:

NOW, THEREFORE, we, the Principal and _____, as Surety, are held and firmly bound unto Silicon Valley Clean Water in the penal sum _____ Dollars, (\$ _____), lawful money of the United States of America, being not less than one hundred (100) percent of the Contract Amount, for the payment of which sum well and truly to be made, we bind ourselves, our heirs, executors, administrators and successors, jointly and severally, firmly by these presents.

THE CONDITION OF THIS OBLIGATION IS SUCH, that if said Principal, his/her or its heirs, executors, administrators, successors, transferees or assigns, shall fail to pay for any materials, provisions, or other supplies or teams used in, upon, for or about the performance of the work contracted to be done, or for any work or labor thereon of any kind, as required by the provisions of Act of the Legislature of the State of California entitled "An Act to secure the payment of persons who furnished materials, contractors in the performance of such work and prescribing the duties of certain public officers with respect thereto", approved May 10, 1919, as amended, (Calif. Civil Code Sec. 9550 et seq.), and provided that the persons, companies, or corporations so furnishing said materials, provisions, or other supplies, teams, appliances, or power to be used in, upon for, or about the performance of the work contracted to be executed or performed, or any person, power for or contributing to said Work to be done, or any person who performs work or labor upon same, or any person who supplies both work and materials therefor, shall have complied with the provisions of said Act, then said Surety will pay the same in or to any amount not exceeding the amount herein above set forth, and also will pay in case suit is brought upon this bond, such reasonable attorney's fee as shall be fixed by the court, awarded and taxed as in the above-mentioned statute provided.

This bond shall inure to the benefit of any and all persons, companies and corporations entitled to file claims under said Act, so as to give a right of action to them or their assigns in any suit brought upon this bond.

And the said Surety, for value received, hereby stipulates and agrees that no change, extension of time, alteration or addition to the terms of the Contract, or to the work to be performed thereunder, or the Specifications accompanying the same shall in any wise affect its obligations on this bond; and it does hereby waive notice of any such change, extension of

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time, alteration or addition to the terms of the Contract, or to the Work, or to the Contract Documents.

IN WITNESS WHEREOF, the above bounded parties have executed this instrument under their seals this ____ day of _____ 20____, the name and corporate seal of each corporate party being hereto affixed and these presents duly signed by its undersigned representative, pursuant to authority of its governing body.

Principal

Name

Title

Signature

(SEAL)

Surety

Name

Title

Signature

(SEAL)

Surety shall have an AM Best rating of A:VII, or better.

***** END OF SECTION *****

SECTION 00 62 16.11

COMMERCIAL GENERAL LIABILITY INSURANCE ENDORSEMENT

INSURER: ISO FORM CG 20 01 04 13: (MODIFIED)

POLICY NUMBER: COMMERCIAL GENERAL LIABILITY

THIS ENDORSEMENT CHANGES THE POLICY, PLEASE READ IT CAREFULLY.

**ADDITIONAL INSURED — OWNERS, LESSEES OR
CONTRACTORS (FORM B)**

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART.

SCHEDULE. Silicon Valley Clean Water, its governing Commission, officers, employees, agents and consultants including, without limitation, the Design Consultant, Construction Manager and said consultants' respective officers, partners, employees and agents and the Cities of Belmont, San Carlos and Redwood City and the West Bay Sanitary District and their respective governing bodies, officers, employees and agents.

WHO IS AN INSURED. (Section II) is amended to include as Insureds the persons or organizations set forth in the Schedule, but only with regard to damages and defense of claims arising from: (a) activities performed by or on behalf of the Insureds, (b) products and completed operations of the Insured, or (c) premises owned, leased or used by the Insured.

Modifications to ISO form CG 20 01 04 13:

1. The insured scheduled above includes the Insured's officers, officials, partners, employees agents and consultants.
2. This insurance shall be primary as respects the Insureds described in the schedule above, or if excess, shall stand in an unbroken chain of coverage excess of the Insureds' scheduled underlying primary coverage. In either event, any other insurance maintained by the Insureds scheduled above shall be in excess of this insurance and shall not be called upon to contribute with it.
3. CONTRIBUTION NOT REQUIRED. As respects: (a) work performed by the Named Insured for or on behalf of the Authority; or (b) products sold by the Named Insured to the Authority; or (c) premises leased by the Named Insured from the Authority, the insurance afforded by this policy shall be primary insurance as respects the Insureds set forth in the above Schedule; or stand in an unbroken chain of coverage excess of the said Insureds' scheduled underlying primary coverage. In either event, any other insurance maintained by the Insureds set forth in the above Schedule shall be excess of this insurance and shall not contribute with it.
4. The insurance afforded by this policy shall not be canceled except after thirty (30) days' prior written notice by certified mail return receipt requested has been given to the Entity.

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00 62 16.11-1

- 5. SEVERABILITY OF INTEREST. The insurance afforded by this policy applies separately to each Insured who is seeking coverage or against whom a claim is made or a suit is brought, except with respect to the Company's limit of liability.

- 6. PROVISIONS REGARDING THE INSUREDS' DUTIES AFTER ACCIDENT OR LOSS. Any failure to comply with reporting provisions of the policy shall not affect coverage provided to the Insureds listed in the above Schedule.

- 7. Coverage shall not extend to any indemnity coverage for the active negligence of the Insureds listed in the above Schedule in any case where an agreement to indemnify the said Insureds would be invalid under Subdivision (b) of Section 2782 of the California Civil Code.

Signature-Authorized Representative

Address

Telephone Number

CG 20 01 04 13 Insurance Services Office, Inc. Form (Modified)
 Note: ORGANIZATION or ENTITY on this form shall refer to SILICON VALLEY CLEAN WATER (SVCW, or the AUTHORITY).

*****END OF SECTION*****

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SECTION 00 65 19.2

RELEASE OF ANY AND ALL CLAIMS

This Release of Claims ("Release"), made and entered into this ___ day of _____, 20____, by _____ ("Contractor"), whose place of business is at

_____ Street City State Zip

RECITALS

1. Authority and Contractor entered into the **(Insert Project Name and CIP#)** in the City of Redwood City, County of San Mateo, State of California.

2. The Work under **(Insert Project Name and CIP#)** has been completed.

3. Contractor will not be assessed liquidated damages except as detailed below:

Original Contract Amount \$ _____

Final Contract Amount \$ _____

Payments to Date \$ _____

Liquidated Damages \$ _____

Final Progress Payment Due Contractor \$ _____

Final Retention Release Due Contractor \$ _____

4. Subject to the provisions of this Release, Authority shall forthwith pay to Contractor the sum of \$ _____ (in words), \$ _____ (in numbers) Dollars under the **(Insert Project Name and CIP#)**, less any amounts withheld under the Contract or represented by any Notice to Withhold Funds on file with Authority as of the date of such payment.

5. Contractor acknowledges and hereby agrees that there are no unresolved or outstanding claims in dispute against Authority arising from the performance of work under the **(Insert Project Name and CIP#)**, except for the claims described in Paragraph 6, and continuing obligations described in Paragraph 8, below. It is the intention of the Contractor in executing this Release that this Release shall be effective as a full, final and general release of all claims, demands, actions, causes of action,

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obligations, costs, expenses, damages, losses and liabilities of Contractor against Authority, the Cities of Belmont, San Carlos, Redwood City, and the West Bay Sanitary District, the Design Consultant, and the Construction Manager and each of its officials, officers, partners, employees, agents and volunteers except for the Disputed Claims set forth in Paragraph 6, and continuing obligations described in Paragraph 8, below.

6. The following claims are disputed (hereinafter, the "Disputed Claims") and are specifically excluded from the operation of this Release:

<u>Claim No.</u>	<u>Date Submitted</u>	<u>Description of Claim</u>	<u>Amount of Claim</u>
------------------	-----------------------	-----------------------------	------------------------

[Insert information, including attachment if necessary]

7. Consistent with California Public Contract Code Section 7100, Contractor hereby agrees that, in consideration of the payment set forth in Paragraph 4 above, Contractor hereby releases and forever discharges Authority, the Cities of Belmont, San Carlos, Redwood City, and the West Bay Sanitary District, the Design Consultant, and the Construction Manager and each of its officials, officers, partners, employees, agents and volunteers from any and all liability, claims, demands, actions or causes of action of whatever kind or nature arising out of, or in any way concerned with, the Work under the Contract.
8. Guarantees and warranties for the Work, and any other continuing obligation of Contractor, shall remain in full force and effect as specified in the Contract Documents.
9. Contractor shall immediately defend, indemnify and hold harmless Authority, the Cities of Belmont, San Carlos, Redwood City, and the West Bay Sanitary District, the Design Consultant, and the Construction Manager and each of its officials, officers, partners, employees, agents and volunteers from any and all claims, demands, actions, causes of action, obligations, costs, expenses, damages, losses and liabilities that may be asserted against them by any of Contractor's suppliers and/or subcontractors of any tier and/or any suppliers to them for any and all labor, materials, supplies and equipment used, or contemplated to be used in the performance of **(Insert Project Name and CIP#)**, except for the Disputed Claims set forth in Paragraph 6, above.
10. Contractor hereby waives the provisions of California Civil Code, Section 1542, which provides as follows:

A general release does not extend to claims which the creditor does not know or suspect to exist in his favor at the time of executing the release, which if known by him, must have materially affected his settlement with the debtor.
11. The provisions of this Release are contractual in nature and not mere recitals and shall be considered independent and severable. If any such provision or any part thereof shall be at any time held invalid in whole or in part under any federal, state, city, municipal or other law, ruling or regulations, then such provision, or part thereof shall remain in force and effect only to the extent permitted by law, and the remaining provisions of this Release shall also remain in full force and effect and shall be enforceable.
12. All rights of Authority shall survive completion of the Work or termination of Contract, and execution of this Release.

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***** CAUTION: THIS IS A RELEASE - READ BEFORE EXECUTING *****

CONTRACTOR SIGNATURE:

Type/Print Name of Contractor

Signature of Authorized Representative

Type/Print Representative's Name

Date

Type/Print Title of Representative

*****END OF SECTION*****

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SECTION 00 72 00

GENERAL CONDITIONS

1.0 GENERAL

1.1 CONTRACT AGREEMENT

A Bidder to whom award is made shall execute a written Agreement and required supplementary documents and submit them to Authority within twenty (20) days after the Notice of Award has been received at the address given in Section 00 41 00, **PROPOSAL**. The Agreement shall be in the form provided in Section 00 52 00, **AGREEMENT**.

If the lowest responsible Bidder to whom award is made fails to enter into the Contract, as herein provided, the Proposal Guarantee will become the property of Authority, and an award may be made to the next lowest responsible Bidder, and such Bidder shall fulfill every stipulation embraced herein as if it were the party to whom the first award was made. A corporation to which an award is made will be required, before the Contract is finally executed, to furnish evidence of its corporate existence and evidence that the officer signing the Contract and bonds for the corporation is duly authorized to do so in the form of an acknowledgment attached to the Agreement with the corporation seal affixed thereto.

If any part of the work to be done under this Contract is subcontracted, the subcontract shall be in writing and shall provide that all work to be performed thereunder shall be performed in accordance with the terms of the Agreement. Certified copies of any or all subcontracts will be furnished to the Authority upon request. The subcontracting of any or all of the Work to be done shall in no way relieve Contractor of any part of its responsibility under the Contract.

Contractor shall not assign, transfer, convey, or otherwise dispose of the Contract, or its right, title, or interest therein, or its power to execute such Contract, to any other person, firm, or corporation without prior consent in writing of Authority.

1.2 WRITTEN NOTICE AND SERVICE THEREOF

Any notice to any party relative to any part of this Contract shall be in writing and considered delivered and the service thereof completed, when said notice is posted, by certified or registered mail, to said party at its last given address, or delivered in person to the said party or its authorized representative of the work.

1.3 RIGHTS OF ACTION

No right of action shall accrue upon or by reason of this Agreement to or for the use or benefit of anyone other than the parties to this Agreement. The parties to this Agreement are Contractor and Authority.

1.4 PLANS AND SPECIFICATIONS

Specifications shall include the Instructions to Bidders, General Conditions, Supplementary General Conditions, General Requirements, Technical Specifications, and Supplements, Bulletins of Instructions, Addenda and Clarifications thereto.

Contractor shall keep on the work site a copy of the Specifications and Drawings and shall at all times give the Construction Manager access thereto. Any Drawings included in the Specifications shall be regarded as part thereof and of the Contract. Anything mentioned in these Specifications and not shown on the Drawings, or shown on the Drawings and not mentioned in these Specifications, shall be of like effect as though shown or mentioned in both. The Construction Manager will furnish from time to time such detail drawings, plans, profiles, and information as it may consider necessary for Contractor's guidance. Unless otherwise provided in the Contract Documents, it shall be the duty of Contractor to see that all provisions are complied with in detail irrespective of the inspections given the work during its progress by the authorized official or its representatives. Any failure on the part of Contractor to observe the Contract Documents will be sufficient cause for the rejection of the Work at any time before its Acceptance.

Wherever Military Specifications (MIL), ANSI, ASTM, AASHTO, AISC, AWS, AWWA, Federal Specifications (FS), Manufacturer's Standardization Society (MSS), or other specifications are referred to in these Specifications without designation of year, the reference is to the current or revised specification effective at the time of receiving proposals.

In all cases where reference is made to the requirements of such organizations as American Society for Testing and Materials, copies of the requirements referred to are on file with the Construction Manager or the Design Consultant and may be seen at their offices. Neither the Construction Manager nor the Design Consultant may have a complete set of all the requirements referenced at their individual office; however, between the Construction Manager and the Design Consultant all referenced requirements may be reviewed.

Wherever in these Specifications reference is made to the "Standard Specifications" or the "California Standard Specifications," reference shall be made to Specifications entitled "State of California, Department of Transportation, Standard Specifications," latest version at the time of the bid opening, unless otherwise noted, and which is incorporated herein and made a part hereof by reference. Where the terms "State" or the "Construction Manager" are used in the Standard Specifications they shall be considered as meaning the "Authority" or the "Construction Manager" as defined in Section 01 42 00-2.0, DEFINITIONS OF WORDS AND TERMS. Paragraphs of the California Standard Specifications on Measurement and Payment shall not apply.

1.5 APPLICABILITY OF ALL PARAGRAPHS OF SPECIFICATIONS

The Technical Specifications are presented in paragraphs for convenience. However, this presentation does not necessarily delineate trades or limits of responsibility. All paragraphs of the Specifications and Plans are interdependent and applicable to the Project as a whole. Thus requirements of such Paragraphs as "General Equipment and Mechanical Requirements" for example, apply as applicable to "Pumps", etc.

The Specifications and all notes on the Drawings are directed to Contractor and all work shall be performed by Contractor even though phrases such as "Contractor shall" or "shall be done by Contractor" are omitted. Where terms such as "approved," "acceptable," "favorably reviewed," "review," "selected," "directed," "equivalent," "equal," or "satisfactory" are used, it shall mean by or to the Construction Manager and/or Design Consultant.

1.6 DISCREPANCIES AND OMISSIONS

Any discrepancies or omissions found in the Contract Documents and site conditions, or any inconsistencies or ambiguities in the Drawings or Specifications, shall be immediately reported to the Construction Manager, in writing. The Construction Manager will clarify the discrepancies, omissions or ambiguities in writing. Work done by Contractor after the discovery of such discrepancies, inconsistencies or ambiguities shall be done at Contractor's risk.

In resolving inconsistencies among two or more sections of the Contract Documents, precedence shall be given in the following order:

1. Addenda, Supplemental Agreements and Change Orders, the one dated later having precedence over another dated earlier.
2. Agreement (Section 00 52 00)
3. Permits
4. General Requirements (Section 01 00 00-01 99 99)
5. Supplementary Conditions (Section 00 73 00)
6. Instructions to Bidders (Section 00 21 13)
7. General Conditions (Section 00 72 00)
8. Technical Specifications (Section 02 00 00 and all others following)
9. Drawings
10. Typical Details
11. Reference/Standard Specifications
12. Reference/Standard Plans
13. Geotechnical Baseline Report
14. Geotechnical Data Report
15. Appendices

Figure dimensions on Drawings shall govern over scale dimensions, and detailed Drawings shall govern over general Drawings.

1.7 BONDS

The successful Bidder shall, at the time of signing the Contract, furnish surety bonds executed by a Surety authorized to conduct business in California and be made payable to the "Silicon Valley Clean Water".

The payment bond shall be in an amount equal to one hundred (100) percent of the Contract Amount and shall be for payment of just claims for materials, equipment, labor and subcontractors employed by Contractor thereon.

The performance bond shall be in an amount equal to one hundred (100) percent of the Contract Amount and shall be for the faithful performance of the Contract, and for the fulfillment of such other requirements as may be provided by Law. The performance bond shall remain in effect to guarantee the repair and replacement of defective equipment, materials, and workmanship, and payment of damages sustained by Authority on account of such defects, discovered within one (1) year after final Acceptance by Authority, for the work performed under the Contract.

Attorneys-in-fact, who sign bid bonds or contract bonds, must file with each bond a notarized and effectively dated copy of their power of attorney.

The Surety company shall familiarize itself with all of the conditions and provisions of this Contract, and it waives the right of special notification of any change or modification of this Contract or of extension of time, or of decreased or increased work, or of the cancellation of the Contract, or of any other act or acts by Authority or its authorized agents under the terms of this Contract; and failure to so notify the aforesaid Surety companies of changes shall not relieve the Surety companies of their obligations under this Contract.

1.8 PENALTY FOR COLLUSION

If, at any time, it is found that the person, firm, or corporation to whom the Contract has been awarded has, in presenting any bid or bids, colluded with any other party or parties, then the Contract shall be null and void, and Contractor and its sureties shall be liable for loss or damage which Authority may suffer thereby, and Authority may advertise for new bids for said Work.

1.9 RIGHTS AND REMEDIES

The duties and obligations imposed by the Contract Documents and the rights and remedies available thereunder shall be in addition to, and not a limitation of, any duties, obligations, rights, and remedies otherwise imposed or available by law.

No action or failure to act by Authority, the Design Consultant, or the Construction Manager shall constitute a waiver of any right or duty afforded any of them under the Contract, nor shall any such action or failure to act constitute an approval of or acquiescence in any breach thereunder, except as may be specifically agreed in writing.

2.0 ADMINISTRATION

2.0 AUTHORITY OF CONSTRUCTION MANAGER

In all matters relating to acceptability of construction, materials, equipment, or methods, matters relating to execution and progress of work, percentage of completion, interpretation of Contract Documents and delays, the Construction Manager shall within a reasonable time, render a decision of such a matter, such decision shall be final and conclusive.

3.0 OWNER

3.1 RIGHT TO OPERATE UNSATISFACTORY EQUIPMENT

If, after installation, the operation or use of the facilities or equipment to be furnished under this Contract proves to be unsatisfactory to the Construction Manager, Authority shall have the right to operate and use such facilities until they can, without damage to Authority, be taken out of service for correction or replacement. Such period of use of the defective facilities, pending correction or replacement, shall in no way decrease the guarantee period required for the acceptable corrected or replaced items of materials or equipment.

3.2 BENEFICIAL USE

As a condition to partial payments made hereunder, Authority shall have the right to make beneficial use of completed portions of the Work prior to total project completion without prejudice to completion and final Acceptance of the total project.

3.3 RESPONSIBILITY OF AUTHORITY

Authority shall not be held responsible for the care or protection of any material or parts of the Work prior to the final Acceptance, except as expressly provided in these Specifications.

4.0 CONTRACTOR

4.1 STATUS OF CONTRACTOR

Contractor is and shall be an independent Contractor in the performance of this Contract and shall have complete charge of persons engaged in performance of the Work. Contractor shall perform the work in accordance with its own methods, subject to compliance with the requirements of the Contract.

Subcontractors will not be recognized as having a direct relationship with Authority. The persons engaged in the work, including employees of subcontractors and suppliers, will be considered employees of Contractor and their work shall be subject to the provisions of the Contract Documents. References in the Contract Documents to actions required of subcontractors, manufacturers, suppliers, or any person other than Contractor, Authority or the Construction Manager shall be interpreted as requiring that Contractor shall require such subcontractor, manufacturer, supplier or person to perform the specified action.

Contractor shall not employ any subcontractors that are not properly licensed and registered in accordance with State law. Prior to commencement of any work by a subcontractor,
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Contractor shall submit verification to the Construction Manager that the subcontractor is properly licensed and registered for the work it will perform.

The removal and/or substitution of any subcontractor listed in Section 00 43 36, **DESIGNATION OF SUBCONTRACTORS**, shall be made by Contractor and Authority as provided for in Public Contract Code Section 4100 et.seq.

4.2 SUPERINTENDENCE

Contractor shall designate in writing, before starting work, an authorized representative who shall have complete authority to represent and to act for Contractor. Said authorized representative shall be present at the work site at all times while work is actually in progress on the Contract; and during periods when work is suspended, arrangements acceptable to the Construction Manager shall be made for any emergency work that may be required. When Contractor consists of two (2) or more persons, firms, partnerships, or corporations functioning on a joint venture basis, said Contractor shall designate in writing to the Construction Manager, the name of their authorized representative who shall have supreme authority to direct the Work and to whom orders will be given by the Construction Manager, to be received and obeyed by Contractor. Contractor's authorized representative, or designated alternate(s), shall be fluent and proficient in the English language in order to understand, receive, and carry out oral and written communications or instruction relating to all job functions and responsibilities. Information shall include the representative's name, street address, town, and telephone number, and the mailing address if different from the street address.

Contractor shall give its personal attention to and shall supervise the Work to the end that it shall at all reasonable times be prosecuted faithfully; and when the authorized representative is not personally present on the Work, the representative shall at all reasonable times be represented by a competent superintendent or foreman who shall receive and obey all instructions or orders given under this Contract, and who shall have full authority to supply materials, tools, and labor without delay, and who shall be the legally appointed representative of Contractor. Contractor shall be liable for the faithful observation of any instructions delivered to Contractor or to its authorized representative.

4.3 LANDS AND RIGHTS OF WAY

With the approval of the Construction Manager Contractor may use portions of Authority's site for storage of construction equipment, materials and field offices. Authority will not accept any responsibility for damage or loss of Contractor's equipment or materials stored on any project related site caused by vandalism, nature, or otherwise, suffered by Contractor. Protection of all construction equipment, stores, and supplies shall be the sole responsibility of Contractor. Where additional work space is desired by Contractor, it shall be Contractor's sole responsibility and expense to obtain such a space for its use.

4.4 PERMITS AND FEES

Unless specifically stated to be provided by Authority, Contractor shall apply for, obtain, and comply with all the terms, conditions and requirements attached to all permits, bonds and licenses required by local, state, or federal agencies to perform work, construct, erect, test and startup of any equipment or facility for this Contract. Where operating permits are required, Contractor shall apply for and obtain such operating permits in the name of Authority

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and provide the permit in an appropriate frame or fileholder when Authority accepts the equipment or facility for beneficial use. Contractor shall give all notices necessary and incidental to the due and lawful prosecution of the Work.

Any permits, bonds, licenses and fees therefore required for the performance of work under this Contract and not specifically mentioned herein as having been obtained and paid by Authority shall be included in Contractor's Bid Price.

Contractor shall apply for and obtain in its name the necessary building, plumbing and electrical permits and shall be responsible for satisfying all code requirements, calling for inspections, and obtaining final approvals. Contractor shall notify the Construction Manager of the need and the readiness of all required inspections. All inspections are to be coordinated with the Construction Manager. Contractor shall comply with all construction conditions stipulated in the permits. Contractor shall include in its proposal the fees for any permits required.

Contractor shall apply for and obtain all safety permits for excavations, tunneling, trenches, construction (building structure, scaffolding, or falsework) and demolition required by CAL/OSHA.

4.5 COMPLIANCE WITH LAWS

Contractor shall keep itself and its subcontractors fully informed of all existing and future legislated State and Federal Laws and City and County ordinances and regulations which in any manner affect those engaged or employed in the Work, or the materials and equipment used in the Work, or which in any way affect the conduct of the Work, and all such orders and decrees of bodies or tribunals having any jurisdiction or authority over the same. If any discrepancy or inconsistency is discovered in the Drawings, Specifications, or in any other part of this Contract, in relation to any such law, ordinance, regulation, order or decree, Contractor shall forthwith report the same to the Construction Manager in writing. Contractor shall at all times observe and comply with all such existing and future laws, ordinances, regulations, orders and decrees; and shall protect and indemnify Authority, the Construction Manager, the Design Consultant, and all of their officers, agents, and servants against any claim or liability arising from or based upon the violation of any such law, ordinance, regulation, order, or decree, whether by Contractor itself or by its employees. Particular attention is called to the following:

4.5.1 Eight Hour Day Limitation - In accordance with the provisions of Division 2, Part 7, Chapter 1, Article 3 of the Labor Code, State of California, and in particular Sections 1810 to 1815 inclusive, thereof, eight (8) hours labor shall constitute a day's work and no laborer, worker, or mechanic in the employ of said Contractor, or any subcontractor doing or contracting to do any part of the work contemplated by this Contract, shall be required or permitted to work more than eight (8) hours in any one (1) calendar day, and forty (40) hours in any one (1) calendar week unless compensated at not less than time and a half as set forth in California Labor Code Section 1815. However, if the prevailing wage determination requires a higher rate of pay for overtime than is required under said Section 1815, then the overtime rate must be paid, as specified in California Code of Regulations Title 8, Group 3, Section 16200(a)(3)(F). Contractor and each subcontractor shall also keep an accurate record showing the names and actual hours worked of all workers employed by them in connection with the work contemplated by this contract, which record shall be open at all

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reasonable hours for the inspection of Authority or its officers or agents and by the Division of Labor Standards Enforcement of the Department of Industrial Relations, their deputies or agents; and it is hereby further agreed that said Contractor shall forfeit as a penalty to Authority, the sum of Twenty-Five and No/100 Dollars (\$25.00) for each laborer, worker or mechanic employed in the execution of this Contract by Contractor or by any subcontractor for each calendar day during which such laborer, worker or mechanic is required or permitted to labor more than eight (8) hours in any one (1) calendar day and forty (40) hours in one calendar week in violation of this stipulation.

4.5.2 Apprentices - Authority shall, within five (5) days of the Award of Contract, send a copy of the Award to the Division of Apprenticeship Standards. Authority shall within five (5) days of a finding of any discrepancy regarding the ratio of apprentices to journeymen pursuant to the certificated fixed number of apprentices to journeyman, notify the Division of Apprenticeship Standards.

In accordance with the provision of California Labor Code Section 1777.7, if Contractor willfully fails to comply with the provisions of Section 1777.5 of said Code, Contractor shall be denied the right to bid on any public works Contract for a period of up to one (1) year for the first violation and up to three (3) years for each subsequent violation from the date the determination of non-compliance is made by the Administrator of Apprenticeship; and forfeit as a civil penalty the sum of fifty dollars (\$50.00) for each calendar day of non-compliance. Notwithstanding the provisions of Section 1727 of the California Labor Code, upon receipt of a determination that a civil penalty has been imposed, Authority shall withhold from Contract progress payments then due or to become due the amount of such penalty. Any funds withheld by Authority pursuant to Section 1777.7 shall be deposited in the general funds of Authority.

4.5.3 Receipt of Workers' Wages, Fee for Registering or Placing Persons In Public Works - Attention is directed to the provisions of sections 1778 and 1779 of the California Labor Code, which read as follows:

"Section 1778. Every person, who individually or as a representative of an awarding or public body or officer, or as a contractor or subcontractor doing public work, or agent or officer thereof, who takes, receives or conspires with another to take or receive, for its own use or the use of any other person any portion of the wages of any workman or working subcontractor, in connection with services rendered upon any public work is guilty of a felony."

"Section 1779. Any person or agent or officer thereof who charges, collects, or attempts to charge or collect, directly or indirectly, a fee or valuable consideration for registering any person for public work, or for giving information as to where such employment may be procured, or for placing, assisting in placing, or attempting to place, any person in public work, whether the person is to work directly for the state, or any political subdivision or for a contractor or subcontractor doing public work is guilty of a misdemeanor."

4.5.4 Labor Discrimination. Attention is directed to Section 1735 of the Labor Code, which reads as follows:

"A contractor shall not discriminate in the employment of persons upon public works on any basis listed in subdivision (a) of Section 12940 of the Government Code, as those bases are defined in Sections 12926 and 12926.1 of the Government Code, except as otherwise provided in Section 12940 of the Government Code. Every contractor for public works who violates this section is subject to all the penalties imposed for a violation of this chapter."

4.5.5 Workers' Compensation Insurance - The provisions of Section 00 73 00-3.1, INSURANCE, shall be considered as repeated herein.

4.5.6 Lateral and Subjacent Supports - Attention is directed to Section 832 of the Civil Code of the State of California relating to lateral and subjacent supports, and wherever structures or improvements adjacent to the excavation may be damaged by such excavation, Contractor shall comply with this law. As provided in Labor Code Section 6707, a separate Bid Item is provided for costs of shoring and bracing of excavations five (5) feet or more in depth.

4.5.7 Safety Standards - Contractor shall comply with provisions of the Safety and Health Regulations of Construction, promulgated by the Secretary of Labor under Section 107 of the Contract Work Hours and Safety Standards Act (40 USC 327 et seq.) as set forth in Title 29 of the C.F.R., CAL/OSHA, and the regulations issued thereunder. Compliance shall be Contractor's sole responsibility, and neither Authority, the Construction Manager nor the Design Consultant shall have any liability for non-compliance. See Section 00 72 00-4.7, SAFETY, for additional safety requirements.

4.5.8 Registration - The Project is a public work. Therefore, Contractor and all subcontractors for the Project must be registered with the California Department of Industrial Relations pursuant to the provisions of Labor Code Section 1725.5 in order to be qualified to bid on, be listed in a bid proposal, or engage in the performance of any work under the Contract for the Project. A bid shall not be accepted nor any contract or subcontract be entered into without proof of the contractor or subcontractor's current registration to perform public work pursuant to Labor Code Section 1725.5.

Pursuant to Labor Code Section 1771.4, the Project is subject to compliance monitoring and enforcement by the Department of Industrial Relations. Contractor shall post jobsite notices as prescribed by regulation and Contractor and each subcontractor shall furnish the records specified in Labor Code Section 1776 directly to the Labor Commissioner as specified in said Section 1771.4. Pursuant to Labor Code Section 1773.3, the Authority shall provide notice to the Department of Industrial Relations of the award of this contract within five days of the award.

Contractor and each subcontractor shall keep accurate payroll records, showing the name, address, social security number, work classification, straight time and overtime hours worked each day and week, and the actual per diem wages paid to each journeyman, apprentice, worker, or other employee employed by him or her in connection with the Project in accordance with Labor Code Section 1776. Reference is hereby made to that Section for the full particulars thereof and Contractor hereby agrees to comply therewith.

4.6 COMPLIANCE WITH ENVIRONMENTAL LAWS

During construction, Contractor shall comply with all pertinent requirements of Federal, State, and local environmental laws and regulations, including, but not limited to, the Federal Clean Air Act, State and local air pollution and noise ordinances, construction site erosion control regulations, and, if applicable, shoreline construction requirements.

4.7 SAFETY

4.7.1 Contractor's Safety Responsibility - Contractor shall be solely and completely responsible for conditions of the job site, including safety of all persons and property during performance of the Work. This requirement shall apply continuously and not be limited to normal working hours. Safety provisions shall conform to U.S. Department of Labor (OSHA), the California Occupational Safety and Health Act, and all other applicable Federal, State, County, and local laws, ordinances, codes, the requirements set forth below, and any regulations that may be detailed in other parts of these Contract Documents. Where any of these are in conflict, the more stringent requirement shall be followed.

No provision of the Contract Documents shall act to make Authority, the Construction Manager or any other party than Contractor responsible for safety. The Construction Manager shall not have authority for safety on the Project. As provided for in Section 00 73 00 - 3.1.5, Indemnification, Contractor shall indemnify, defend and hold harmless Authority, Construction Manager, or other authorized representatives of Authority, from and against any and all actions, damages, fines, suits, and losses arising from Contractor's failure to meet all safety requirements and/or provide a safe work site.

If death or serious injuries or serious damages are caused, the accident shall be reported immediately by telephone or messenger to both the Construction Manager and Authority. In addition, Contractor shall furnish the Construction Manager with a copy of the Employer's Report of Injury immediately following any incident requiring the filing of said report during the prosecution of the Work under this Contract. Contractor shall also furnish the Construction Manager with a copy of the Employer's Report of Injury involving any subcontractors on this Project. Contractor shall make all reports as are, or may be, required by any authority having jurisdiction, and permit all safety inspections of the work being performed under this Contract. Authority reserves the right to jointly participate in the investigative process with Contractor or conduct its own independent investigation.

If a claim is made by anyone against Contractor or any subcontractor on account of any accident, Contractor shall promptly report the facts in writing to the Construction Manager, giving full details of the claim.

4.7.2 Safety Program - Contractor shall establish, implement, and maintain a written Injury and Illness Prevention Program as required by Cal/OSHA Title 8, Section 1509. Before beginning the Work Contractor shall prepare and submit to the Construction Manager a Contractor Safety Program that provides for the implementation of all of Contractor's safety responsibilities in connection with the Work at the site and the coordination of that program and its associated procedures and precautions with safety programs, precautions and procedures of each of its subcontractors and other prime Contractors performing work at the site. Contractor shall be solely responsible for initiating, maintaining, monitoring, coordinating, and supervising all safety programs, precautions, and procedures in connection with the Work
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and for coordinating its programs, precautions, and procedures of the other prime contractors and subcontractors performing the Work at the site. The Safety Program should contain all the necessary elements for Contractor to administer its program on site. At a minimum, this written Safety Program shall address the elements required by Cal/OSHA Title 8, Section 1509.

Contractor's compliance with requirements for safety and/or the Construction Manager's review of Contractor's Safety Program shall not relieve or decrease the liability of Contractor for safety. The Construction Manager's review of Contractor's Safety Program is only to determine if the above listed elements are included in the program.

4.7.3 Safety Supervisor - Contractor shall appoint an employee as Safety Supervisor who is qualified and authorized to supervise and enforce compliance with the Safety Program. Contractor shall notify the Construction Manager in writing prior to the commencement of work of the name of the person who will act as Contractor's Safety Supervisor and furnish the Safety Supervisor's resume to the Construction Manager.

Contractor will, through and with its Safety Supervisor, ensure that all of its employees and its subcontractors of any tier, fully comply with the Project Safety Policies. The Safety Supervisor shall be a full-time employee of Contractor whose responsibility shall be for supervising compliance with applicable safety requirements on the work site and for developing and implementing safety training classes for all job personnel. Authority shall have the authority to require removal of Contractor's Safety Supervisor if the representative is judged to be improperly or inadequately performing the duties; however, this authority shall not in any way affect Contractor's sole responsibility for performing this work safely, nor shall it impose any obligation upon Authority to ensure Contractor performs its work safely.

4.7.4 Safety and Protection - Contractor shall take all necessary protection to prevent damage, injury, and loss to:

- All employees on the Project, employees of all subcontractors, and other persons and organizations who may be affected thereby;
- All the Work and materials and equipment to be incorporated therein, whether in storage on or off the site; and
- Other property at the site or adjacent thereto, including trees, shrubs, lawns, walks, pavements, roadways, structures, utilities, and underground facilities not designated for removal, relocation, or replacement in the course of construction.

Contractor shall comply with all applicable laws and regulations of any public body having jurisdiction for the safety of persons or property or to protect them from damage, injury or loss and shall erect and maintain all necessary safeguards for such safety and protection. Contractor shall notify owners of adjacent property and of underground facilities and utility owners when prosecution of the Work may affect them and shall cooperate with them in the protection, removal, relocation, and replacement of their property. All injury or loss to any property caused, directly or indirectly, in whole or in part, by Contractor, any subcontractor, supplier or any other person or organization directly or indirectly employed by any of them to perform or furnish any of the Work or anyone for whose acts any of them may be liable, shall be remedied by Contractor.

4.7.5 Excavation Safety - In accordance with the provisions of Section 6705 of the Labor Code, Contractor shall submit, in advance of excavation five (5) feet or more in depth, detailed plans showing the design of shoring, bracing, sloping, or other provisions to be made for worker protection from hazard of caving ground during such excavation. For all such excavations requiring submittal, plans shall be prepared and signed by a registered civil or structural engineer employed by Contractor, and all costs therefor shall be included in the price named in the Contract for completion of the work as set forth in the Contract Documents. The registered civil or structural engineer shall review the available Site boring logs and incorporate calculations that include, but are not limited to: base stability and toe embedment. Additionally, the registered civil or structural engineer must provide a detailed sequence for both the installation and removal of the shoring, if shoring is required. Nothing in this Section shall be deemed to allow the use of shoring, bracing, sloping, or other protective system less effective than that required by the Construction Safety Orders. Nothing in the Section shall be construed to impose a tort liability on Authority, the Design Consultant, the Construction Manager, nor any of their agents, consultants, or employees. Authority's review of Contractor's excavation plan is only for general conformance to the Construction Safety Orders. Prior to commencing any excavation, Contractor shall designate in writing to the Construction Manager the "competent person(s)" with the authority and responsibilities designated in the Construction Safety Orders.

4.7.6 Safety Emergencies - In emergencies affecting the safety or protection of persons or the Work or property at the site or adjacent thereto, Contractor, without special instruction or authorization from the Construction Manager, is obligated to act to prevent threatened damage, injury or loss. Contractor shall give the Construction Manager prompt written notice if Contractor believes that any significant changes in the Work or variations from the Contract Documents have been caused thereby.

4.7.7 Safety Violations - Should Contractor fail to correct an unsafe condition, the Construction Manager shall immediately notify Authority of Contractor's failure to correct the unsafe condition. Authority shall then notify Contractor through the Construction Manager that the unsafe condition must be corrected or the work in question will be stopped in accordance with Section 00 72 00-6.6, SUSPENSION OF WORK until the condition is corrected to the satisfaction of Authority. No extension of time or additional compensation will be granted as a result of any stop order so issued. The notification and suspension of such work or the failure to provide such notification and suspension by the Construction Manager and Authority shall not relieve Contractor of its sole responsibility and liability for safety.

Authority shall have the authority to require the removal from the Project of any worker and the foreman and/or superintendent in responsible charge of the work where safety violations occur.

4.7.8 Equipment Safety Provisions - The completed Work shall include all necessary permanent safety devices, such as machinery guards and similar ordinary safety items, required by the State and Federal (OSHA) industrial authorities and applicable local and national codes. Further, any features of the Work, including Authority-selected equipment, subject to such safety regulations shall be fabricated, furnished, and installed in compliance with these requirements. All equipment furnished shall be grounded and provided with guards and protection as required by safety codes. Where vapor-tight or explosion-proof electrical installation is required by safety codes, this shall be provided. Contractors and manufacturers of equipment shall be held responsible for compliance with the requirements included herein.

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Contractor shall notify all equipment suppliers and subcontractors of the provisions of this paragraph.

4.7.9 Confined Spaces - Notwithstanding any classifications relative to the Tunnel Safety Orders, work within confined spaces of this Project is subject to the definitions and applicable provisions of Section 5156 et seq., Title 8, California Code of Regulations.

Silicon Valley Clean Water's Confined Space Program describes Authority policy on confined spaces.

4.8 PROVISIONS FOR HANDLING EMERGENCIES

It is possible that emergencies may arise during the progress of the Work which may require special treatment or make advisable extra shifts of labor forces to continue the Work for sixteen (16) or even twenty-four (24) hours per day. These emergencies may be caused by damage or possible damage to nearby existing structures or property by reason of the Work under construction, or by storm, accidents, or leakage. Contractor shall be prepared in case of such emergencies to make all necessary repairs and shall promptly execute such work when required by the Construction Manager. The determinations made by the Construction Manager for handling emergencies shall be final and conclusive upon the parties. Upon start of the Work, Contractor shall provide means for immediate emergency notification of Contractor's designated representative and designated emergency alternates.

4.9 NIGHT, WEEKEND AND HOLIDAY WORK

Contractor may be required to prosecute the Work at night, weekends or holidays if, at any time, the Construction Manager shall deem it necessary for the progress of the Work, or if emergencies arise, and Contractor shall promptly comply with any such requirements made in writing by the Construction Manager. Contractor will also be permitted to work at night, weekends or holidays if it shall satisfy the Construction Manager of the need therefor, in order to maintain the required progress or protect the Work from the elements. When required, ordered, or permitted to work at night, weekends, or holidays, Contractor shall provide sufficient and satisfactory lighting and other facilities therefor. For night, weekend or holiday work, if any be performed, Contractor shall receive no extra payment, but compensation shall be considered as having been included in the price stipulated for the Work.

4.10 COOPERATION WITH OTHER CONTRACTORS

This Paragraph shall serve as notice to Contractor that Authority may let other contracts for other work at or near the site of this work. Contractor shall afford other contractors reasonable opportunity for the delivery and storage of their materials and the execution of their work, and shall properly connect and coordinate its work with theirs.

Should construction be under way by other forces or by other contractors within or adjacent to the limits of the Work or in the vicinity of the work to be done under this Contract, Contractor shall so conduct its operations as to interfere to the least possible extent with the work of such other forces or contractors. Any difference or conflicts which may arise between Contractor and any other forces or contractors, creating delays or hindrance to each other, shall be adjusted as determined by the Construction Manager.

4.11 MULTI-EMPLOYER WORK SITES

On multi-employer work sites where more than one employer is responsible for safety, each of the employers is required to notify the other employers of any hazards and to guard against exposing their own employees as well as all other employees on the site.

5.0 **CONTROL OF WORK AND MATERIAL**

5.1 STANDARD PRODUCTS

Unless otherwise indicated in these Specifications, or favorably reviewed by the Construction Manager, materials and equipment for the construction work shall be essentially the standard product of a manufacturer regularly engaged in the production of such materials and equipment or materials and equipment of comparable character. All equipment and material shall be new, except that steel sheet piling and steel bracing may be either new or used, but must be in good condition.

5.2 METHODS AND APPLIANCES

The methods and appliances adopted by Contractor shall be such as will, in the opinion of the Construction Manager, secure a satisfactory quality of work and will enable Contractor to complete the Work in the time agreed upon. If at any time the methods and appliances appear inadequate, the Construction Manager may order Contractor to improve their character or efficiency, and Contractor shall conform to such order; failure of the Construction Manager to order such improvement of methods of efficiency will not relieve Contractor from its obligation to perform satisfactory work and to finish it in the time agreed upon.

5.3 CHARACTER OF WORKERS

None but competent superintendents, forepersons and workers shall be employed on the Work. Contractor shall remove from the Work any person who commits trespass, possesses firearms or other weaponry, is under the influence or is in the possession of alcohol or other illegal drugs/controlled substances, or is, in the opinion of Contractor or Construction Manager, disorderly, dangerous, insubordinate, incompetent, or otherwise objectionable. Such discharge shall not be the basis of any claim for compensation or damages against the Construction Manager, Authority, or any of its officers or representatives.

5.4 MATERIALS AND WORKMANSHIP

All materials must be of the specified quality and equal to approved samples, if samples have been submitted. All Work shall be done and completed in a thoroughly workmanlike manner, notwithstanding any omission from these Specifications, or the Drawings, and it shall be the duty of Contractor to call the Construction Manager's attention to apparent errors or omissions and request instructions before proceeding with the Work. The Construction Manager may, by appropriate instructions correct errors and supply omitted information, which instructions shall be as binding upon Contractor as though contained in the original Specifications or Drawings. All materials and equipment shall be new unless otherwise specified.

All defective work or materials shall be promptly removed from the premises by Contractor, whether in place or not, and shall be replaced or renewed in such manner as the Construction

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Manager may direct. All materials and workmanship of whatever description shall be subjected to the inspection of, and rejection by, the Construction Manager if not in conformance with the Specifications. The decision of the Construction Manager is final and conclusive upon the parties.

Any defective material or workmanship, or any unsatisfactory or imperfect work which may be discovered before the final Acceptance of the Work or within one (1) year thereafter, shall be corrected immediately on the requirement of the Construction Manager, without extra charge, notwithstanding that it may have been overlooked in previous inspections and estimates. Failure to inspect work shall not relieve Contractor from any obligation to perform sound and reliable work as herein described.

6.0 PROGRESS OF THE WORK

6.1 COMMENCEMENT OF WORK

Within thirty (30) calendar days after receipt of the required bonds and evidences of insurance and the executed Agreement from Contractor, written Notice to Proceed will be given by Authority to Contractor. Notwithstanding other provisions of the Contract, Contractor shall not be obligated to perform work, and Authority shall not be obligated to accept or pay for work performed by Contractor, prior to Notice to Proceed. Contractor shall provide the required Contract bonds and evidences of insurance prior to commencing work at the site.

Contractor shall commence the Work covered by this Contract within ten (10) days after the date established in the Notice to Proceed for the commencement of Contract Time. Contractor shall give the Construction Manager written notice not less than two (2) working days in advance of the actual date on which the Work will be started. Contractor shall be entirely responsible for any delay in the Work which may be caused by its failure to give such notice.

6.2 CONTRACT TIME

Time shall be of the essence in the performance of this Contract. Contractor shall prosecute the Work so that the various portions of the Project shall be complete and ready for use within the time specified in Section 00 73 00-1.1, TIME ALLOWED FOR COMPLETION. It is expressly understood and agreed by and between Contractor and Authority that the Contract Time for completion of the Work described herein is a reasonable time taking into consideration the average climatic and economic conditions and other factors prevailing in the locality and the nature of the Work. Contractor is hereby advised that Contractor's Bid is to be based on the entire Contract Time and Contractor shall include its field and home office overhead costs in the Bid for the entire Contract Time.

6.3 DELAYS

6.3.1 Notice of Delays - When Contractor foresees a delay in the prosecution of the Work and, in any event, immediately upon the occurrence of a delay, Contractor shall notify the Construction Manager in writing of the probability of the occurrence and the estimated extent of the delay, and its cause. Contractor shall take immediate steps to prevent, if possible the occurrence or continuance of the delay. Contractor agrees that no claim shall be made for delays which are not called to the attention of the Construction Manager at the time of their occurrence.

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6.3.2 Non-excusable Delays - Non-excusable delays in the prosecution of the Work shall include delays which could have been avoided by the exercise of care, prudence, foresight, and diligence on the part of Contractor or its subcontractors, at any tier level, or suppliers.

6.3.3 Excusable Delays - Excusable delays in the prosecution or completion of the Work shall include delays which result from causes beyond the control of Contractor and Authority and which could not have been avoided by the exercise of care, prudence, foresight, and diligence on the part of Contractor or its subcontractors, at any tier level, or suppliers.

6.3.3.1 Abnormal Delays - Delays caused by acts of God, fire, unusual storms, floods, tidal waves, earthquakes, strikes, labor disputes, freight embargoes, and shortages of materials shall be considered as excusable delays insofar as they prevent Contractor from proceeding with at least seventy-five (75) percent of the normal labor and equipment force for at least five (5) hours per day toward completion of the current critical activity item(s) on the latest favorably reviewed Construction Schedule.

6.3.3.2 Weather Delays - Should inclement weather conditions or the conditions resulting from weather prevent Contractor from proceeding with seventy-five (75) percent of the normal labor and equipment force engaged in the current critical activity item for a period of at least five (5) hours per day toward completion of such operation or operations, and the crew is dismissed as a result thereof, it shall be a weather delay day. Contractor may be granted a time extension pursuant to Section 00 72 00-6.4.2.c, Weather Delays.

6.3.3.3 Material Shortages - Upon the submission of satisfactory proof to the Construction Manager by Contractor, shortages of material may be acceptable as grounds for granting a time extension. In order that such proof may be satisfactory and acceptable to the Construction Manager, it must be demonstrated by Contractor that Contractor has made every effort to obtain such materials from all known sources within reasonable reach of the proposed Work. Only the physical shortage of material, caused by unusual circumstances, will be considered under these provisions as a cause for extension of time, and no consideration will be given to any claim that material could not be obtained at a reasonable, practical, or economical cost or price, unless it is shown to the satisfaction of the Construction Manager that such material could have been obtained only at exorbitant prices entirely out of line with current rates, taking into account the quantities involved and usual practices in obtaining such quantities. A time extension for shortage of material will not be considered for material ordered or delivered late or whose availability is affected by virtue of the mishandling of procurement. The above provisions apply equally to equipment to be installed in the Work.

6.3.4 Compensable Delays - Compensable delays in the prosecution or completion of the Work shall include delays that occur through no fault of Contractor and prevent Contractor from proceeding with at least seventy-five (75) percent of the normal labor and equipment force for at least five (5) hours per day toward completion of the current critical activity item(s) on the latest favorably reviewed Construction Schedule due to the following cause(s):

- a. Delays due solely to the actions and/or inactions of Authority.
- b. Delays due to differing site conditions as defined in Section 00 72 00-7.2, DIFFERING SITE CONDITIONS.

- c. Delays due to other Contractors employed by Authority who interfere with Contractor's prosecution of the Work as defined above.

6.3.5 Concurrent Delays - Concurrent delays are those delay periods when the prosecution of the Work is delayed during the same period of time due to causes from a combination of the delays defined in Sections 00 72 00-6.3.2, Non-Excusable Delays, 00 72 00-6.3.3, Excusable Delays, or 00 72 00-6.3.4, Compensable Delays. During such concurrent delay periods, time extensions will be granted in accordance with Section 00 72 00-6.4, TIME EXTENSIONS; however, Contractor shall not be compensated for its overhead costs as defined in Section 00 72 00-6.4.3, Indirect Overhead, and Authority shall not assess its actual costs as defined in Section 00 72 00-6.4.1, Non-excusable Delays.

6.4 TIME EXTENSIONS

6.4.1 Non-excusable Delays - Authority may grant an extension of time for non-excusable delays if Authority deems it is in its best interest. If Authority grants an extension of time for non-excusable delays, Contractor agrees to pay Authority's actual costs, including charges for engineering, inspection and administration incurred during the extension.

6.4.2 Excusable or Compensable Delays - If Contractor is delayed in the performance of its work as defined in Sections 00 72 00-6.3.3, Excusable Delays, or 00 72 00-6.3.4, Compensable Delays, then the Contract completion date may be extended by Authority for such time that, in Authority's and Construction Manager's determination, Contractor's completion date will be delayed, provided that Contractor strictly fulfills the following:

- a. Contractor shall provide notification, in accordance with Paragraph 00 72 00-6.3.1, Notice of Delays, and submit in writing a request for an extension of time to the Construction Manager stating at a minimum the probable cause of the delay and the number of days being requested. The time extension request shall be submitted in accordance with the requirements of Section 01 32 16-6.0, TIME IMPACT ANALYSES.
- b. If requested by the Construction Manager, Contractor shall promptly provide sufficient information to the Construction Manager to assess the cause or effect of the alleged delay, or to determine if other concurrent delays affected the work.
- c. Weather Delays. Contractor will be granted a non-compensable time extension for weather caused delays, pursuant to Section 00 72 00-6.3.3.2, Weather Delays, over and above an allowance as provided for in Section 00 73 00-1.3, WEATHER DAYS. No time extensions for weather delays will be granted until the total number of weather days exceeds this allowance.

Should Contractor fail to fulfill any of the foregoing, which are conditions precedent to the right to receive a time extension, Contractor waives the right to receive a time extension.

During such extension of time, neither extra compensation for engineering, inspection and administration nor damages for delay will be charged to Contractor. It is understood and agreed by Contractor and Authority that time extensions due to excusable or compensable delays will be granted only if such delays involve controlling operations which would prevent completion of the whole Work within the specified Contract Time.

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Should Contractor fail to complete the Work within the time specified in the Contract, as extended in accordance with this clause if appropriate, Contractor shall pay to Authority liquidated damages in accordance with Section 00 72 00-6.5, LIQUIDATED DAMAGES.

6.4.3 Indirect Overhead - Contractor shall be reimbursed for indirect overhead expenses for periods of time when the Work is delayed as defined in Section 00 72 00-6.3.4, Compensable Delays. However, no reimbursement for indirect overhead expenses shall be made for compensable delays which occur during a concurrent delay as defined in Section 00 72 00-6.3.5, Concurrent Delays. If it is mutually agreed that the allowable markups provided for in Section 01 26 00, **MODIFICATION PROCEDURES**, do not provide equitable compensation for Contractor's indirect overhead expenses then the adjustments provided for under this Section shall be applied and the change order markups in Section 01 26 00 reduced to reflect this compensation. As a condition precedent to any reimbursement, Contractor must fulfill all conditions as provided in Section 00 72 00-6.4.2, Excusable or Compensable Delays. No additional markup for indirect overhead or profit shall be provided for such indirect overhead expenses.

Payment to Contractor for indirect overhead expenses will be made only if the extended Contract period granted for the compensable delay(s) is required to complete the Work following the depletion of the original Contract Time and any time extensions granted other than compensable time extensions.

6.4.3.1 Indirect Field Overhead - For those allowable delay periods as defined in Section 00 72 00-6.4.3, Indirect Overhead, Contractor shall be reimbursed for its indirect field overhead expenses based on:

- a. Actual invoice costs for all on-site field offices and temporary utilities as described in Section 01 57 00-12.0, **OFFICE OF CONTRACTOR AT SITE** and Section 01 51 00, **TEMPORARY UTILITIES**.
- b. Actual payroll labor costs as described in Section 01 26 00-3.0, **FORCE ACCOUNT PAYMENT**, for field office staff.
- c. Fair rental values acceptable to the Construction Manager as described in Section 01 26 00-3.0, **FORCE ACCOUNT PAYMENT** for construction equipment idled due to the delay.

6.4.3.2 Indirect Home Office Overhead - For those allowable delay periods as defined in Section 00 72 00-6.4.3, Indirect Overhead, Contractor shall be reimbursed for its home office overhead expenses based on the following formula:

$$\frac{\text{Original Contract Amount (\$)}}{\text{Contract Period (Days)}} \times (0.03) = \text{Daily Home Office Overhead (\$/Day)}$$

As it is impractical to determine the actual home office overhead expenses, such reimbursement shall be mutually agreed between Authority and Contractor to encompass full payment for any home office overhead expenses for such periods of time for Contractor and all subcontractors. Contractor agrees to indemnify, defend and hold Authority harmless for any indirect home office overhead claims from its subcontractors.

6.5 LIQUIDATED DAMAGES

It is agreed by the parties to the Contract that time is of the essence in the completion of this Work, and that in case all the Work called for under the Contract is not completed before or upon the expiration of the time limit as set forth in these Contract Documents, as modified by extensions of time granted by Authority, damage will be sustained by Authority. As it is impracticable to determine the actual delay damage; it is, therefore, agreed that Contractor shall pay liquidated damages to Authority in the amount set forth in Section 00 73 00-1.2, DAMAGES FOR DELAYS, per day for each and every day's delay beyond the time prescribed to complete the Work. Contractor agrees to pay such liquidated damages and in case the same are not paid, agrees that Authority may deduct the amount thereof from any monies due or that may become due Contractor under the Contract.

6.6 SUSPENSION OF WORK

6.6.1 If Contractor fails to correct defective work as required by Section 00 72 00-5.4, MATERIALS AND WORKMANSHIP, or fails to carry out the Work in accordance with the Contract Documents or any other applicable rules and regulations, Authority, by a written order of Authority's representative or signed personally by an agent specifically so empowered by Authority, in writing, may order Contractor to stop the Work, or any portion thereof, until the cause for such order has been eliminated. Authority's concurrence that the condition or cause has been eliminated will be provided to Contractor in writing. This right of Authority to stop the Work shall not give rise to any duty on the part of Authority to exercise this right for the benefit of Contractor or any other person or entity. All delays in the Work occasioned by such stoppage shall not relieve Contractor of any duty to perform the Work or serve to extend the time for its completion. Any and all necessary corrective work done in order to comply with the Contract Documents shall be performed at no cost to Authority.

6.6.2 In the event that a suspension of Work is ordered, as provided in this paragraph, Contractor, at its expense, shall perform all work necessary to provide a safe, smooth, and unobstructed passageway through construction for use by public, pedestrian, and vehicular traffic, during the period of such use by suspension. Should Contractor fail to perform the Work as specified, Authority may perform such Work and the cost thereof may be deducted from monies due Contractor under the Contract.

6.6.3 Authority shall also have authority to suspend the Work wholly or in part, for such period as Authority may deem necessary, due to unsuitable weather, or to such other conditions as are considered unfavorable for the suitable prosecution of the Work. Such temporary suspension of the Work will be considered justification for time extensions to the Contract in an amount equal to the period of such suspension if such suspended work includes the current critical activity on the latest favorably reviewed progress schedule. Contractor as directed by Authority shall provide the provisions as stipulated in Section 00 72 00-6.6.2, Suspension of Work above. Such additional work shall be compensated as provided for in Section 00 72 00-7.0, **CHANGES IN THE WORK**.

6.7 FAILURE TO PERFORM PROPERLY

If Contractor should neglect to prosecute the Work properly or fail to perform any provision of the Contract, Authority, after five (5) days written notice to Contractor, may without prejudice to any other remedy Authority may have, make good such deficiencies and deduct the cost
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from the payment then or thereafter due to Contractor. Contractor shall notify the Construction Manager in writing immediately any time the Work falls fourteen (14) days behind the time schedule submitted by Contractor under the provisions of Section 01 32 16, **CONSTRUCTION SCHEDULES**.

6.8 RIGHT TO TERMINATE CONTRACT

If at any time Contractor is determined to be in material breach of the Contract, notice thereof in writing will be served upon Contractor and its sureties, and should Contractor neglect or refuse to provide means for a satisfactory compliance with the Contract, as directed by the Construction Manager, within the time specified in such notice, Authority or Authority's Representative in such case shall have the authority to terminate the operation of the Contract.

Upon such termination, Contractor shall discontinue the Work, or such parts of it as Authority may designate. Upon such termination, Contractor's control shall terminate and thereupon Authority or its fully authorized representative may take possession of all or any part of Contractor's materials, tools, equipment, and appliances upon the premises and use the same for the purposes of completing the Work and hire such force and buy or rent such additional machinery, tools, appliances, and equipment, and buy such additional materials and supplies at Contractor's expense as may be necessary for the proper conduct of the Work and for the completion thereof; or Authority may employ other parties to carry the Contract to completion, employ the necessary workers, substitute other machinery or materials and purchase the materials contracted for, in such manner as Authority may deem proper; or Authority may annul and cancel the Contract and relet the Work or any part thereof. Any excess of cost arising therefrom over and above the Contract Price will be charged against Contractor and its sureties, who will be liable therefore.

In the event of such termination, all monies due Contractor or retained under the terms of this Contract shall be held by Authority; however, such holdings will not release Contractor or its sureties from liability for failure to fulfill the Contract. Any excess cost over and above the Contract amount incurred by Authority arising from the termination of the operations of the Contract and the completion of the Work by Authority as above provided shall be paid for by any available funds held by Authority. Contractor will be so credited with any surplus remaining after all just claims for such completion have been paid.

In addition to Authority's rights under this section, if at any time before completion of the Work under the Contract, it shall be determined by Authority that reasons beyond the control of the parties hereto render it impossible or against the interests of Authority to complete the Work, or if the Work shall be stopped by an injunction of a court of competent jurisdiction or by order of any competent authority, Authority may, upon ten (10) days written notice to Contractor, discontinue the Work and terminate the Contract. Upon service of such notice of termination, Contractor shall discontinue the Work in such manner, sequence, and at such times as the Construction Manager may direct. Contractor shall have no claim for damages for such discontinuance or termination, nor any claim for anticipated profits on the work thus dispensed with, nor any other claim except for the work actually performed up to the time of discontinuance, including any extra work ordered by the Construction Manager to be done, nor for any claim for liquidated damages.

7.0 CHANGES IN THE WORK

7.1 CHANGE ORDERS

7.1.1 Without invalidating the Contract and without notice to sureties or insurers, Authority through the Construction Manager, may at any time or from time to time, order additions, deletions, or revisions in the Work; these will be authorized by Field Directive, Field Order, or Change Order. A Change Order will not be issued for a Field Directive unless the Construction Manager concurs with an appeal by Contractor that such Field Directive is a change in the scope of the Contract. Contractor shall comply promptly with the requirements for all Change Orders, Field Orders, or Field Directives. The work involved in Change Orders shall be executed under the applicable conditions and requirements of the Contract Documents. If any Field Order causes an increase or decrease in the Contract Amount or an extension or shortening of the Contract Time, an equitable adjustment will be made by issuing a Change Order. If Contractor accepts a Change Order that does not include a time extension, Contractor waives any claim for additional time for the work covered by that Change Order. Additional or extra work performed by Contractor without written authorization of a Field Order or Change Order will not entitle Contractor to an increase in the Contract Amount or an extension of the Contract Time.

7.1.2 Extra work shall be that work not shown or detailed on the Contract Drawings and not specified. Such work shall be governed by all applicable provisions of the Contract Documents. In giving instructions, the Construction Manager shall have authority to make minor changes in the Work, not involving extra cost, and not inconsistent with the purposes of the Work; but otherwise, except in an emergency endangering life or property, no extra work or change shall be made unless in pursuance of a written order by Authority through the Construction Manager, and no claim for an addition to the total amount of the Contract shall be valid unless so ordered.

7.1.3 In case any change increases or decreases the work shown, Contractor shall be paid for the work actually done at a mutually agreed upon adjustment to the Contract Price, based upon the provisions of Section 01 26 00 - **MODIFICATION PROCEDURES**.

7.1.4 If Contractor refuses to accept a Change Order, Authority may issue it unilaterally. Contractor shall comply with the requirements of the Change Order. Authority shall provide for an equitable adjustment to the Contract, and compensate Contractor accordingly. If Contractor does not agree that the adjustment is equitable, it may submit a claim in accordance with Section 00 72 00-7.3.2, Claims.

7.2 DIFFERING SITE CONDITIONS

Pursuant to Public Contract Code Section 7104, Contractor shall promptly, and before such conditions are disturbed, notify the Construction Manager in writing, of any:

- a. Material that Contractor believes may be material that is hazardous waste, as defined in Section 25117 of the Health and Safety Code, that is required to be removed to a Class I, Class II, or Class III disposal site in accordance with provisions of existing law.
- b. Subsurface or latent physical conditions at the site differing from those indicated.

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

Authority shall promptly, investigate the conditions, and if it finds that the conditions do materially differ, or do involve hazardous waste, and cause a decrease or increase in Contractor's cost of, or the time required for, performance of any part of the Work Authority shall cause to be issued a change order under the procedures provided in Section 00 72 00-7.1, CHANGE ORDERS.

In the event that a dispute arises between Authority and Contractor whether the conditions materially differ, or involve hazardous waste, or cause a decrease or increase in Contractor's cost of, or time required for, performance of any part of the Work, Contractor shall not be excused from any scheduled completion date provided for by the Contract, but shall proceed with all work to be performed under the Contract. Contractor shall retain any and all rights provided either by Contract or by law which pertain to the resolution of disputes and protests between the contracting parties, Section 00 72 00-7.3, RESOLUTION OF DISPUTES.

No claim of Contractor under this clause shall be allowed unless Contractor has given the notice required.

7.3 RESOLUTION OF DISPUTES

7.3.1 Contract Interpretation by the Construction Manager - Questions regarding the meaning and intent of the Contract Documents shall be referred in writing by Contractor to the Construction Manager. Where practical, the Construction Manager shall respond to Contractor in writing with a decision within ten (10) days of receipt of the request.

7.3.2 Claims

7.3.2.1 Notice - If Contractor disagrees with the Construction Manager's decision in Section 00 72 00-7.3.1, Contract Interpretation by the Construction Manager, or in any case where Contractor deems additional compensation or a time extension to the Contract period is due Contractor for work or materials not covered in the Contract or which the Construction Manager has not recognized as extra work, Contractor shall notify the Construction Manager, in writing, of its intention to make claim. Claims pertaining to decisions provided in Section 00 72 00-7.3.1 or such other determinations by the Construction Manager shall be filed in writing to the Construction Manager within five (5) days of receipt of such decision. All other claims notices for extra work shall be filed in writing to the Construction Manager prior to the commencement of such work. Written notice shall use the words "Notice of Potential Claim". Such Notice of Potential Claim shall state the circumstances and the reasons for the claim, but need not state the amount.

Additionally, no claim for additional compensation or extension of time for a delay will be considered unless the provisions of Sections 00 72 00-6.3, DELAYS, and 6.4, TIME EXTENSIONS, are complied with. No claim filed after the date of final payment will be considered.

It is agreed that unless notice is properly given, Contractor shall not recover costs incurred by it as a result of the alleged extra work, changed work or other situation which had proper
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notice been given would have given rise to a right for additional compensation. Contractor should understand that timely notice of potential claim is of great importance to the Construction Manager and Authority, and is not merely a formality. Such notice allows Authority to consider preventative action, to monitor Contractor's increased costs resulting from the situation, to marshal facts, and to plan its affairs. Such notice by Contractor, and the fact that the Construction Manager has kept account of the cost as aforesaid, shall not in any way be construed as proving the validity of the claim.

7.3.2.2 Records of Disputed Work - In proceeding with a disputed portion of the Work, Contractor shall keep accurate records of its costs and shall make available, to the Construction Manager, a daily summary of the hours and classification of equipment and labor utilized on the disputed work, as well as a summary of any materials or any specialized services which are used. Such information shall be submitted to the Construction Manager on a monthly basis, receipt of which shall not be construed as an authorization for or acceptance of the disputed work.

7.3.2.3 Submission of Claim Costs - Within thirty (30) days after the last cost of work for which Contractor contends it is due additional compensation is incurred, but if costs are incurred over a span of more than thirty (30) days, then within fifteen (15) days after the thirtieth day and every month thereafter, Contractor shall submit to the Construction Manager as best Contractor is able its costs incurred for the claimed matter. Claims shall be made in itemized detail and should the Construction Manager be dissatisfied with format or detail of presentation, upon request for more or different information, Contractor will promptly comply, to the satisfaction of the Construction Manager. If the additional costs are in any respect not knowable with certainty, they shall be estimated as best can be done. In case the claim is found to be just, it shall be allowed and paid for as provided in Section 01 26 00, **MODIFICATION PROCEDURES**.

7.3.2.4 Claim Meetings - From time to time the Construction Manager may call a special meeting to discuss outstanding claims should it deem this of possible help. Contractor shall cooperate and attend prepared to discuss its claims, making available the personnel necessary for resolution, and all documents which may reasonably be requested by the Construction Manager.

7.3.3 Resolution of Claims - In accordance with the procedures set forth in Public Contract Code sections 9204 and 20104-20104.6, the Contractor may submit a claim by registered or certified mail with return receipt requested, for one or more of the following: (a) a time extension, including, without limitation, for relief from damages or penalties for delay assessed by the Authority; (b) payment by the Authority of money or damages arising from work done by, or on behalf of, the Contractor pursuant to this Contract and payment for which is not otherwise expressly provided or to which the Contractor is not otherwise entitled; or (c) payment of an amount that is disputed by the Authority.

The Contractor shall furnish reasonable documentation to support the claim, including but not limited to: 1) a clear, concise recital of the basis upon which the claim is asserted, including a designation of the provisions of the Contract Documents upon which the claim is based, 2) a statement as to the amount of time and/or compensation sought pursuant to the claim; 3) whether the Contractor's claim arises from an ongoing occurrence, and if so a description of the specific Work activities affected by the claim, 4) a time impact analysis in the event that the Contractor requests a time extension, 5) full and complete cost records supporting the

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amount of any claim for additional compensation, and 6) a notarized certification by the Contractor as follows: "Under the penalty of law for perjury or falsification and with specific reference to the California False Claims Act, Government Code Section 12650 et seq., the undersigned hereby certifies that the information contained herein is a true, accurate and complete statement of all features relating to the claim asserted." Failure by the Contractor to provide sufficient documentation will result in denial of the claim. The Authority reserves the right to request additional documentation, or clarification of the documentation provided.

Upon receipt of a claim, the Authority will conduct a reasonable review and provide a written statement to the Contractor identifying what portion of the claim is disputed and what portion is undisputed within 45 days of receipt of the claim. The Authority and Contractor may, by mutual agreement, extend the 45 day time period. For any undisputed portion of a claim, the Authority must make payment within 60 days of its issuance of the written statement.

If the Contractor disputes the Authority's written statement, or if the Authority fails to respond, the Contractor may demand an informal conference to meet and confer for settlement of the issues in dispute. The Authority will then schedule the meet and confer conference within 30 days of the demand. Within 10 business days following the meet and confer conference, the Authority will provide a written statement identifying the portion of the claim that remain in dispute. Any payment due on an undisputed portion of the claim will be made within 60 days of the meet and confer conference.

After the meet and confer conference, any disputed portion of the claim shall be submitted to non-binding mediation. Alternatively, upon receipt of a claim, the parties may mutually agree to waive, in writing, mediation and proceed directly to the commencement of a civil action or binding arbitration, as applicable. If mediation is unsuccessful, the parts of the claim that remain in dispute shall be subject to applicable procedures set forth below.

Failure of the Authority to respond to a claim within the time periods described above shall result in the claim being deemed rejected in its entirety. Additionally, amounts not paid in a timely manner shall bear interest at 7 percent per year.

In the event that the mediation is unsuccessful, the Contractor must file a government claim pursuant to Government Code section 910 et seq. in order to initiate a civil action.

8.0 PAYMENT

8.1 BASIS OF PAYMENT

8.1.1 General - Contractor shall accept the compensation, as herein provided, as full payment for furnishing all labor, materials, tools, equipment, and incidentals necessary to the completed Work and for performing all work contemplated and embraced under the Contract; also for loss or damage arising from the nature of the Work, or from the action of the elements, or from any unforeseen difficulties which may be encountered during the prosecution of the Work, also for all expenses incurred in consequence of the suspension or discontinuance of the Work as herein specified; and for completing the Work according to Plans and Specifications. Neither the payment of any estimate nor of any retained percentage shall relieve Contractor of any obligation to make good any defective work or material.

No compensation will be made in case of loss of anticipated profits. Increased or decreased work involving supplemental agreements will be paid for as provided in such agreements.

Full compensation for conforming to all of the provisions of the Contract Documents shall be considered as included in the prices paid for the various items of work of the Contract Documents and no additional compensation will be allowed therefor.

8.1.2 Payment for Patents and Patent Infringement - All fees or claims for any patented invention, article, or arrangement that may be used or in any manner connected with the performance of the Work or any part thereof shall be included in the Contract Price for doing the Work, and Contractor and its sureties shall defend, protect, and hold Authority, the Construction Manager, and Design Consultants, together with all their officers, agents, and employees harmless against liability of any nature or kind for any and all costs, legal expenses, and damages made for such fees or claims and against any and all suits and claims brought or made by the holder of any invention or patent, or on account of any patented or unpatented invention, process, article, or appliance manufactured for or used in the performance of the Contract, including its use by Authority, unless otherwise specifically stipulated in the Contract. Before final payment is made on the Contract, Contractor shall furnish an affidavit to Authority regarding patent rights for the Project. The affidavit shall state that all fees and payments due as a result of the work incorporated into the Project or methods utilized during construction have been paid in full. Contractor shall certify in the affidavit that no other fees or claims exist for work in this Project.

8.1.3 Payment of Taxes - Contractor shall pay and shall assume exclusive liability for all taxes levied or assessed on or in connection with its performance of this Contract, whether before or after Acceptance of the Work, including, but not limited to, State and local sales and use taxes, Federal and State payroll taxes or assessments, and excise taxes. All costs in connection therewith shall be included in the total amount of the Contract Price.

8.2 PARTIAL PAYMENTS

8.2.1 General - In consideration of the faithful performance of the Work prosecuted in accordance with the provisions of these Specifications and the Contract, Authority will pay Contractor for all such work installed on the basis of unit prices and/or percentage completion of lump sum Bid Items. Amounts earned for lump sum work on the basis of percentage completion or quantities of work completed will be based on accepted Cost Breakdown (Section 01 29 00, **MEASUREMENT AND PAYMENT**).

Payments will be made by Authority to Contractor on estimates duly certified and approved by the Construction Manager, based on the value of equipment installed and tested, labor and materials incorporated into said permanent Work by Contractor during the preceding month, and acceptable materials and equipment on hand (materials and equipment furnished and delivered to the site by Contractor and not yet incorporated into the Work accompanied by an approved invoice). Payments will not be made for temporary construction unless specifically provided for in the Contract Documents.

Partial payments will be made monthly based on work accomplished as of a day mutually agreed to by Authority and Contractor. Contractor shall submit its estimate of the work completed during the prior month and the work completed to date in a format corresponding to the accepted cost breakdown. Additionally, Contractor shall submit a detailed statement of
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Contractor's request for payment of acceptable materials and equipment on hand in compliance with Section 00 72 00-8.2.2, Partial Payments - Inclusion of Materials on Hand.

Upon receipt of Contractor's requests for payment, Authority shall act in accordance with the following:

- a. The Construction Manager shall review the submitted estimates, as soon as practicable after receipt for the purpose of determining that the estimates are a proper request for payment, and shall prepare a certified estimate of the total amount of work done and acceptable materials and equipment on hand.
- b. Any request for payment determined not to be a proper payment request suitable for payment shall be returned to Contractor as soon as practicable, but not later than seven (7) days after receipt. A request for payment returned pursuant to this paragraph shall be accompanied by a document setting forth in writing the reasons why the request for payment is not proper.
- c. The number of days available to Authority to make a payment without incurring interest pursuant to this section shall be reduced by the number of days by which Authority exceeds the seven (7) day return requirement set forth in subdivision (b) above.

If requested, Contractor shall provide such additional data as may be reasonably required to support the partial payment request. The Construction Manager will be available to meet to discuss the partial payment request prior to its resubmittal(s). When Contractor's estimate of amount earned conforms with the Construction Manager's evaluation, the Construction Manager will calculate the amount due Contractor, prepare the progress payment request for signature by Contractor, and submit the recommended progress payment request for Authority's approval and processing. Payment will be made by Authority to Contractor in accordance with Authority's normal accounts payable procedures; Authority shall retain amounts in accordance with Section 00 72 00-8.3, RIGHT TO WITHHOLD AMOUNTS.

No such estimate or payment shall be required to be made, when in the judgment of the Construction Manager, the Work is not proceeding in accordance with the provisions of the Contract, or when in the Construction Manager's judgment, the total value of the Work done since the last estimate amounts to less than One Thousand Dollars (\$1,000.00).

Subject to the provisions of this Section, Authority shall pay Contractor within thirty (30) days after receipt of undisputed and properly submitted requests for payment from Contractor. In accordance with Public Contract Code Section 20104.50, if Authority fails to pay an undisputed request for payment within the allotted thirty (30) days, Authority shall pay interest to Contractor equivalent to the legal rate set forth in subdivision (a) of Section 685.010 of the Code of Civil Procedure.

8.2.2 Partial Payments - Inclusion of Materials on Hand - Materials, as used herein, shall be considered to be those items which are fabricated and manufactured material and equipment. Only those materials for which Contractor can transfer clear title to Authority will be qualified for partial payment. Contractor may request payment of seventy-five (75) percent of the actual net cost of these materials. The request for partial payment will be subject to retention as provided elsewhere in the Contract Documents.

To receive partial payment for materials and equipment not incorporated in the Work, it shall be necessary for Contractor to submit to the Construction Manager a list of such materials, at least seven (7) days prior to submitting the monthly estimate of amount earned for work completed. At the Construction Manager's sole discretion, it will approve items for which partial payment is to be made subject to the following:

- a. Equipment and materials will only be eligible if given conditional or final acceptance by the Design Consultant and are in apparent compliance with favorably reviewed shop drawings.
- b. Only equipment or materials which have received favorable review of shop drawings will qualify.
- c. Eligible equipment or materials must be delivered and properly stored, protected, and maintained in a manner favorably reviewed by the Construction Manager, at the job site or at a bonded warehouse, which shall be acceptable to the Authority, in the vicinity of the Work.
- d. Contractor's actual net cost for the materials must be supported by paid invoices of suppliers, or other documentation requested by the Construction Manager.
- e. Materials or equipment delivered to the Site less than thirty (30) days prior to their scheduled incorporation in the Work shall not qualify.
- f. Final payment shall be made only for materials actually incorporated in the Work and, upon Acceptance of the Work, all materials remaining for which advance payments had been made shall revert to Contractor, unless otherwise agreed, and partial payments made for these items shall be deducted from the final payment for the Work.
- g. Partial payments for materials and equipment on hand shall not be deemed to be final payment for the material nor relieve Contractor of its obligations under the Contract.
- h. Partial payments for materials and equipment on hand shall be subject to retention in accordance with Section 00 72 00-8.3, RIGHT TO WITHHOLD AMOUNTS.

8.2.3 Effect of Payment – Payment will be made by Authority based on the Construction Manager's observations at the site and the data comprising the progress payment request. Payment will not be a representation that Authority has:

- a. **made exhaustive or continuous on-site inspections to check the quality or quantity of work;**
- b. reviewed construction means, methods, techniques, sequences or procedures;
- c. reviewed copies of requisitions received from subcontractors and material suppliers and other data requested by Authority to substantiate Contractor's right to payment;
- d. made examination to ascertain how or for what purpose Contractor has used money previously paid on account of the Contract Amount; or

- e. accepted all or part of the Work.

8.3 RIGHT TO WITHHOLD AMOUNTS

8.3.1 Retention - Authority will deduct from the partial payment and retain as part security, five (5) percent of the amount earned until the final payment in accordance with Public Contract Code Section 7201 unless otherwise specified in Section 00 73 00-1.6, RETENTION WITHHOLDING. Public Contract Code Section 7201 sunsets on January 1, 2023.

8.3.2 Other Withholds - In addition to the amount which Authority may otherwise retain under the Contract, Authority may withhold a sufficient amount or amounts of any payment or payments otherwise due Contractor, as in its judgment may be necessary to cover:

- a. For defective work not remedied.
- b. A reasonable doubt that the Contract can be completed for the balance then unpaid.
- c. Damage to another contractor or third party, or to property.
- d. Failure of Contractor to maintain current Record Drawings.
- e. Cost of insurance arranged by Authority due to cancellation or reduction of Contractor's insurance.
- f. Failure to submit, revise, resubmit or otherwise conform to the requirements herein for preparing and maintaining a Construction Schedule.
- g. Failure to make proper submissions, as specified herein.
- h. Payments due Authority from Contractor.
- i. Reduction of Contract Amount because of modifications.
- j. Contractor's neglect or unsatisfactory prosecution of the Work including failure to clean up.
- k. Provisions of law that enable or require Authority to withhold such payments in whole or in part.

When the above reasons for withhold amounts are removed, payment will be made to Contractor for amount withheld because of them.

Authority in its discretion may apply any withheld amount or amounts to the payment of valid claims. In so doing, Authority shall be deemed the agent of Contractor, and any payment so made by Authority shall be considered as a payment made under the Contract by Authority to Contractor and Authority shall not be liable to Contractor for such payment made in good faith. Such payments may be made without prior judicial determination of the claim or claims. Authority will render to Contractor a proper accounting of such funds disbursed in behalf of Contractor.

8.4 SECURITY SUBSTITUTION FOR WITHHOLDS

Pursuant to Public Contract Code Section 22300 (the provisions of which are hereby incorporated herein by reference), Contractor may substitute securities for any moneys withheld by Authority as retention under Sections 00 72 00-8.2, PARTIAL PAYMENTS, or 00 72 00-8.7, FINAL INSPECTION AND PAYMENT, to ensure performance under the contract; however, substitution of securities shall not be allowed hereunder if financing for this Contract has been provided by the Farmers Home Administration of the United States Department of Agriculture pursuant to the Consolidated Farm and Rural Development Act (7 U.S.C. Sec. 1921 et seq.), or where federal regulations or policies, or both, do not allow the substitution of securities. At the request and expense of Contractor, securities equivalent to the amount withheld shall be deposited with Authority, or with a state or federally chartered bank in California as the escrow agent, who shall then pay those moneys to Contractor. Upon satisfactory completion of the Contract, the securities shall be returned to Contractor.

Alternatively, upon request of Contractor Authority shall make payment of retentions earned directly to the escrow agent at the expense of Contractor. Also at the expense of Contractor, Contractor may direct the investment of the payments into securities and Contractor shall receive the interest earned on the investments upon the same terms provided for in this section for securities deposited by Contractor. Upon satisfactory completion of the Contract, Contractor shall receive from the escrow agent all securities, interest, and payments received by the escrow agent from Authority, pursuant to the terms of this section.

Securities eligible for investment include those listed in Section 16430 of the Government Code, bank or savings and loan certificates of deposit, interest-bearing demand deposit accounts, standby letters of credit that are secured by securities listed in Section 16430 of the Government Code or that contain terms and conditions that provide assurances of financial integrity substantially equivalent to that of securities listed in said Section 16430, or any other security of like financial integrity mutually agreed to by Contractor and Authority. Authority reserves the right to determine the acceptability of eligible securities proposed by Contractor for substitution of moneys withheld as retention. Contractor shall be the beneficial owner of any securities substituted for moneys withheld and shall receive any interest thereon.

If Contractor elects to receive interest on moneys withheld in retention by Authority, Contractor shall, at the request of any subcontractor, make that option available to the subcontractor regarding any moneys withheld in retention by Contractor from the subcontractor. If Contractor elects to receive interest on any moneys withheld in retention by Authority, then the subcontractor shall receive the identical rate of interest received by Contractor on any retention moneys withheld from the subcontractor by Contractor, less any actual pro rata costs associated with administering and calculating that interest. In the event that the interest rate is a fluctuating rate, the rate for the subcontractor shall be determined by calculating the interest rate paid during the time that retentions were withheld from the subcontractor. If Contractor elects to substitute securities in exchange for the release of moneys held in retention by Contractor.

The provisions of the immediately preceding paragraph shall apply only to those subcontractors performing more than five (5) percent of Contractor's total bid. Contractor shall not require any subcontractor to waive any provision of this section pertaining to the rights of subcontractors.

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The escrow agreement used hereunder shall be null, void, and unenforceable unless it is substantially similar to the form included in Public Contract Code 22300 which is reproduced in Section 00 54 27, ESCROW AGREEMENT FOR SECURITY DEPOSITS IN LIEU OF RETENTION.

Specific securities proposed for investment shall be submitted to Authority for determination of acceptability. Standby letters of credit are not eligible for investment.

8.5 WARRANTY OF TITLE

No material, supplies, or equipment for the Work under this Contract shall be purchased subject to any chattel mortgage, security agreement, or under a conditional sale or other agreement by which an interest therein or any part thereof is retained by the seller or supplier. Contractor warrants good title to all material, supplies, and equipment installed or incorporated in the work and agrees upon completion of all work to deliver the premises, together with all improvements and appurtenances constructed or placed thereon by Contractor, to Authority free from any claim, liens, security interest, or charges. Contractor further agrees that neither Contractor nor any person, firm, or corporation furnishing any materials or labor for any work covered by this Contract shall have any right to a lien upon the premises or any improvement or appurtenances thereon, provided that this shall not preclude Contractor from installing metering devices and other equipment of utility companies or of municipalities, the title of which is commonly retained by the utility company or the municipality. In the event of the installation of any such metering device or equipment, Contractor shall advise Authority as to the legal owner thereof.

Nothing contained in this Paragraph, however, shall defeat or impair the right of such persons furnishing materials or labor under any bond given by Contractor for their protection or any rights under any law permitting such persons to look to funds due Contractor in the hands of Authority. The provisions of this Paragraph shall be inserted in all subcontracts and material contracts, and notice of its provisions shall be given to all persons furnishing materials for the Work when no formal Contract is entered into for such materials.

8.6 SUBSTANTIAL COMPLETION

When Contractor considers that the Work is substantially complete, Contractor shall notify the Construction Manager in writing. Upon receipt of the notification, the Construction Manager, Authority and/or their authorized representatives will make inspection, to determine if the Work is sufficiently complete in accordance with the Contract Documents so Authority can occupy or utilize the Work for its intended use. If items are found which prevent such use or occupancy, the Construction Manager shall notify Contractor in writing of such items by issuing a Corrective Work Item List.

Upon the completion of the items listed on the Corrective Work Item List, Contractor shall so notify the Construction Manager in writing. The Construction Manager shall inspect the Work to determine its acceptability for Substantial Completion and for determination of other items which do not meet the terms of the Contract. Upon verification that the Work is substantially complete the Construction Manager shall issue a Certificate of Substantial Completion and a Punch List. The Certificate shall establish the date of Substantial Completion and the responsibilities of Authority and Contractor for security, maintenance, heat, utilities, damage to the Work and insurance, commencement of warranties required by the Contract

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Documents, and shall fix the time, not to exceed sixty (60) days, within which Contractor shall finish all items on the Punch List accompanying the Certificate. When the preceding provisions have been approved by both Authority and Contractor, they shall sign the Certificate to acknowledge their written acceptance of the responsibilities assigned to them in such Certificate. By such acknowledgement, Contractor agrees to pay Authority's actual costs including, but not limited to, charges for engineering, inspection and administration incurred due to the failure to complete the Punch List within the time period provided in the Certificate of Substantial Completion.

8.7 FINAL INSPECTION AND PAYMENT

Following completion of the items listed on the Punch List by Contractor, the Construction Manager shall notify Authority that the Work has been completed in accordance with the Contract. Final determination of the acceptability of the Work shall be made by Authority. After completion of the Work, but prior to its Acceptance by Authority, the last partial payment will be made to Contractor in accordance with Section 00 72 00-8.2, PARTIAL PAYMENTS.

After receipt of the last partial payment, but prior to Acceptance of the Work by Authority, Contractor shall submit fully executed Section 00 65 19.2, **RELEASE OF ANY AND ALL CLAIMS**, to the Construction Manager's satisfaction. Pursuant to California Public Contract Code Section 7100, signifying that acceptance of the final payment described below shall operate as and shall be, a release to Authority, the Construction Manager, the Design Consultant, and their duly authorized agents, from all claim of and/or liability to the Contract arising by virtue of the Contract related to those amounts. Disputed Contract claims in stated amounts previously filed as provided in Section 00 72 00-7.3.2, Claims, may be specifically excluded by Contractor from the operation of the release.

Following receipt of all required submittals and the Construction Manager's written statement that construction is complete and recommendation that Authority accept the Project, Authority will take formal action on Acceptance.

Within ten (10) days of the Acceptance by Authority of the completed Work embraced in the Contract, Authority will cause to be recorded in the office of the County Recorder a Notice of Completion. The final payment shall not be due and payable until the expiration of thirty-five (35) days from the date of recordation of the Notice of Completion and no later than sixty (60) days from the date of Acceptance by the Authority of the completed Work.

Authority will pay Contractor in lawful money such sums of money as may be due Contractor including all sums retained but excluding such sums as have previously been paid Contractor and as may be needed to cover outstanding stop notices. This payment will constitute the final payment to Contractor under this Contract.

In the event of a dispute between Authority and Contractor, Authority may, in accordance with the Public Contract Code Section 7107, withhold from the final payment an amount of 150 percent of the disputed amount.

9.0 **EXISTING UTILITIES**

9.1 PUBLIC SERVICE UTILITIES

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In the event it is necessary to remove public service utilities, aboveground or underground, of any character, or any portion thereof, the owner thereof, or the agents or superintendents, upon proper application by Contractor, shall be notified to remove same within specified time, and Contractor shall not interfere with said structures until the time specified in said notice shall have expired.

Right is reserved to municipal corporations, City and County authorities, and public service utilities to enter upon any public road or plant site for the purpose of making necessary repairs and changes. Contractor's attention is directed to the requirements of Government Code Section 4216.2 for obtaining an inquiry identification number prior to excavation in any public street or right-of-way and Section 4216.2 (a)(2) which provides: "When the excavation is proposed within 10 feet of a high priority subsurface installation, the operator of the high priority subsurface installation shall notify the excavator of the existence of the high priority subsurface installation prior to the legal excavation start date and time, as such date and time are authorized pursuant to paragraph (1) of subdivision (a) of 4216.2. The excavator and the operator or its representative shall conduct an onsite meeting at a mutually-agreed-on time to determine actions or activities required to verify the location of the high priority subsurface installation prior to start time."

A "High Priority Subsurface Installation" is defined in Section 4216 (e) as "high-pressure natural gas pipelines with normal operating pressures greater than 415kPA gauge (60psig) or greater than six inches nominal pipe diameter, petroleum pipelines, pressurized sewage pipelines, high-voltage electric supply lines, conductors, or cables that have a potential to ground of greater than or equal to 60kv, or hazardous materials pipelines that are potentially hazardous to workers or the public if damaged."

A "Subsurface Installation" is defined in Section 4216 (l) as "any underground pipeline, conduit, duct, wire, or other structure, except non-pressurized sewer lines, non-pressurized storm drains, or other non-pressurized drain lines."

9.2 EXISTING FACILITIES

9.2.1 General - The location of known existing utilities and pipelines are shown on the Drawings in their approximate locations. Some of the locations may include multiple conduits. Contractor shall exercise care in avoiding damage to those facilities involved and Contractor will be held responsible for their repair if damaged.

Contractor shall exercise care in maintaining those pipes and facilities required for the continuing operation of the existing facilities until such time as they can be abandoned. There is no guarantee that all utilities or obstructions are shown or that the locations indicated are accurate. Utilities are piping, conduits, wire, cable, poles, ducts, manholes, pull boxes and the like, located at the Project sites.

Contractor shall exercise extreme caution in working in the area adjacent to the existing sewerage facilities. It is essential that all the existing facilities be maintained in service until the new work is ready for full time operation and is placed in service.

9.2.2 Notice - Pursuant to Government Code Section 4216 Contractor shall not perform any excavation until at least two (2) working days after the working day that the excavator contacted the appropriate regional notification center. Before notifying the appropriate

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regional notification center, an excavator planning to conduct an excavation shall delineate the area to be excavated. Contractor shall request the utility owners to mark or otherwise indicate the location of their service.

Upon being notified by the operator of the high priority subsurface installation that the excavation is proposed within ten (10) feet of a high priority subsurface installation, Contractor shall meet onsite with the operator or its representative at a mutually-agreed-on time to determine actions or activities required to verify the location of the high priority subsurface installations prior to start time.

9.2.3 Excavation - The Construction Manager shall be given notice prior to the commencing of potholing. As soon as the utility survey is completed, potholing shall commence to determine the actual location of the pipe, duct, or conduit. Contractor shall uncover all piping and conduits, to a point one (1) foot below the pipe, where crossings, interferences, or connections are shown on the Drawings, prior to trenching or excavating for any pipe or structures, to determine actual elevations. New pipelines shall be laid to such grade as to clear all existing facilities which are to remain in service for any period subsequent to the construction of the run of pipe involved. If Contractor does not expose all required utilities, Contractor shall not be entitled to additional compensation for work necessary to avoid interferences nor for repair to damaged utilities. Excavations around underground electrical ducts and conduits and gas lines shall be performed using extreme caution to prevent injury or damage to workmen and to the utilities.

9.2.4 Interferences - If interferences occur at locations other than those indicated in the Drawings and Specifications with reasonable accuracy, Contractor shall notify the Construction Manager in writing, and a method for correcting said interferences will be supplied by the Construction Manager. In accordance with Government Code Section 4215 payment for the cost of locating said interferences, repairing damages not due to the failure of Contractor to exercise reasonable care, removing or relocating affected facilities to correct interferences, and for equipment on the Project necessarily idled during such work, will be in accordance with the provisions of Section 00 72 00-7.0, **CHANGES IN THE WORK**. Contractor shall not be assessed liquidated damages for delay in completion of the Project, if such delay is caused by said interference. Nothing herein shall be deemed to require Authority to indicate the presence of such utilities on the site of construction as can be inferred from the presence of other visible facilities on or adjacent to the site. Nothing herein shall relieve Authority from identifying main or trunk lines in the Drawings or Specifications. Authority shall have the sole discretion to perform repairs or relocation work or permit Contractor to do such repairs or relocation work at a reasonable price.

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

***** END OF SECTION *****

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SECTION 00 73 00

SUPPLEMENTARY CONDITIONS

1.0 MODIFICATIONS TO THE GENERAL CONDITIONS

1.1 TIME ALLOWED FOR COMPLETION

In accordance with the provisions of Section 00 72 00-6.2, CONTRACT TIME, Substantial Completion of this Project shall be completed within _____ (Insert number of days in words) _____ (Insert number of days in numbers within parenthesis) consecutive days from the date established in the Notice to Proceed for the commencement of Contract Time.

Note to Specification Preparer: Insert Liquidated Damages amount calculated by the Construction Manager. Delete this note during specification development.

1.2 DAMAGES FOR DELAYS

In accordance with the provisions of Section 00 72 00-6.5, LIQUIDATED DAMAGES, for the period of time that any portion of the Work remains unfinished after the time fixed for Substantial Completion in the Contract Documents, as modified by extensions of time granted by the Authority, it is understood and agreed by the Contractor and the Authority that the Contractor shall pay the Authority _____ (insert amount in words) dollars (_____) (insert amount in numbers within parenthesis) per day liquidated damages.

1.3 WEATHER DAYS

In accordance with the provisions of Paragraph 00 72 00-6.4.2.c, Weather Delays, an allowance of _____ (insert amount in words) _____ (insert amount in numbers within parenthesis) working days of weather caused delay have been included in the time allowed for completion. This allowance includes both weather days due to inclement weather conditions and the conditions resulting from weather in accordance with Paragraph 00 72 00-6.3.3.2, Weather Delays. This allowance does not constitute a warranty by the Authority and all weather days in excess of this allowance that may result in a time extension will be considered an excusable and non-compensable delay.

1.4 PLANS & SPECIFICATIONS

The Contractor may obtain from the Authority, free of charge, five (5) hard copies of the Plans and Specifications. The Contractor is to specify the plan sizes after Notice of Award. Additional sets of the Plans and Specifications may be procured at cost of printing and binding.

1.5 SUBSTANTIAL COMPLETION

Substantial completion of the Project as required by Section 00 72 00-8.6, SUBSTANTIAL COMPLETION, requires that the following portions of the Work must be operational and ready
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for the Authority's continuous use as intended:

The following items of Work must be fully tested and functional for Project Substantial Completion to be attained:

List all items of Work that are to be fully tested and functional for Substantial Completion to be attained. Describe items of Work that can or will be required to be substantially complete prior to Project Substantial Completion.

Completion of items on the Corrective Work Item List as described in Section 00 72 00-8.6, SUBSTANTIAL COMPLETION.

All health and safety systems are complete, fully tested and operational.

All mechanical equipment is installed, fully tested and operational in normal and automatic modes.

All alarms are fully functional, tested and demonstrated to properly associate locally, remotely and of the SCADA system.

Training has been completed for all electrical, mechanical and instrumentation systems.

All instruments, local and remote, are fully tested and functional. All interlocked functions between equipment items are tested and documented.

Portions of the Work not essential to the system operation, which can be completed without interruption of system operations, may be completed after Substantial Completion, and may include the following items:

Final Site Clean-Up in accordance with Section 01 74 23, **FINAL CLEANUP**

Final Building Clean-Up in accordance with Section 01 74 23, **FINAL CLEANUP**

Completion of the Punch List prepared by the Construction Manager in accordance with Section 00 72 00-8.6, SUBSTANTIAL COMPLETION.

Completion and submission of Contractor annotations (redlines/as-builts) on the Conformed Set of Drawings and Specifications to the Construction Manager in accordance with Section 01 78 39, **Project Record Drawings**.

Note to Specification Preparer: If the Authority has not determined that the Project is substantially complex then note "NOT USED" in the title of Section 1.6 below and delete the entire paragraph that follows. Delete this note during specification development.

1.6 RETENTION WITHHOLDING

In accordance with Public Contract Code Section 7201 the Authority has determined this Project to be substantially complex and therefore requires a higher retention amount than provided for in Section 00 72 00-8.3.1. The Authority will deduct from the partial payment and

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retain as part security, ten (10) percent of the amount earned until the final payment. Public Contract Code Section 7201 sunsets on January 1, 2023.

Note to Specification Preparer: Include the following Sections 2.0-2.4 if the Authority is using SRF funding on this project. If not, note "NOT USED" in the title of Section 2.0 and delete paragraphs 2.1-2.4. Delete this note during specification development.

2.0 STATE REVOLVING FUND LOAN PROGRAM AND WATER INFRASTRUCTURE FINANCE AND INNOVATION ACT LOAN PROGRAM

2.1 SRF/WIFIA COMPLIANCE REQUIREMENTS

Authority will be participating in the State Revolving Fund Loan Program (SRF) and/or the Water Infrastructure Finance and Innovation Act Loan Program (WIFIA) as a funding source for the Project. Contractor and all subcontractors shall fully comply with all applicable federal and state laws, rules, and regulations for compliance with the SRF/WIFIA funding. Contractor shall refer to the compliance guidelines and requirements included in Appendix 2 - Contract Provisions of the State Water Resources Control Board. Appendix 2 is made a part of the Contract Documents.

2.2 AMERICAN IRON AND STEEL (AIS)

2.2.1 General: As part of the SRF funding requirements, this project is subject to the Consolidated Appropriations Act of 2014 (Public Law 113-6) and extended under the America's Water Infrastructure Act of 2018, which includes a permanent "American Iron and Steel (AIS)" requirement for projects funded by the Clean Water State Revolving Fund (CWSRF) and extends the requirement through federal fiscal year 2023 for projects funded under the Drinking Water State Revolving Fund (DWSRF) to use iron and steel products that are produced in the United States for projects for the construction, alteration, maintenance, or repair of a public water system or treatment works.

An iron and steel product is one of the following made primarily of iron or steel that is permanently incorporated into the public water system or treatment works: lined or unlined pipes and fittings, manhole covers and other municipal castings, hydrants, tanks, flanges, pipe clamps and restraints, valves, structural steel, reinforced precast concrete, and construction materials. Definitions of these products can be found at the USEPA's AIS website: <https://www.epa.gov/cwsrf/state-revolving-fund-american-iron-and-steel-ais-requirement>.

2.2.2 Certification: In order to assure compliance with the AIS requirements, an AIS compliance letter prepared by the manufacturer is required. The Contractor shall submit with each AIS-compliant product a "step process" certification letter from each handler (supplier, fabricator, manufacturer, processor, etc.) of the iron and steel products, certifying that their step in the process was domestically performed. Alternatively, the final manufacturer that delivers the iron or steel product to the worksite, vendor, or contractor, may provide a "delivered product" certification letter asserting that all manufacturing processes occurred in the United States. Information on the American Iron and Steel requirements and sample certification forms are provided in Appendix 2 - Part 1: American Iron and Steel (AIS) Requirements.

2.2.3 Waivers: USEPA has granted national waivers to the AIS requirements that may affect
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the Contractor's bid. The status of all waivers received by USEPA can be reviewed at the USEPA's AIS website, referenced in Section 2.2.1. Contractor shall review the approved waivers, including confirming the expiration dates for all temporary waivers, prior to submitting a bid on the project. USEPA may grant project or product waivers under special conditions. Prior to submitting a project or product waiver request to USEPA, Contractor shall discuss with the design engineer and the Authority. The Authority will decide if a project or product waiver should be pursued.

2.2.4 **Compliance:** The Contractor acknowledges to and for the benefit of the Authority and the California State Water Resources Control Board (SWRCB) that it understands the goods and services under this Agreement are being funded with monies made available by the Clean Water State Revolving Fund and/or Drinking Water State Revolving Fund that have statutory requirements commonly known as "American Iron and Steel" that requires all of the iron and steel products used in the project to be produced in the United States ("American Iron and Steel Requirement") including iron and steel products provided by the Contractor pursuant to this Agreement. The Contractor hereby represents and warrants to and for the benefit of the Authority and the SWRCB that (a) the Contractor has reviewed and understands the American Iron and Steel Requirement, (b) all of the iron and steel products used in the project will be and/or have been produced in the United States in a manner that complies with the American Iron and Steel Requirement, unless a waiver of the requirement is approved, and (c) the Contractor will provide any further verified information, certification or assurance of compliance with this paragraph, or information necessary to support a waiver of the American Iron and Steel Requirement, as may be requested by the Authority or the SWRCB. Notwithstanding any other provision of this Agreement, any failure to comply with this paragraph by the Contractor shall permit the Authority or SWRCB to recover as damages against the Contractor any loss, expense, or cost (including without limitation attorney's fees) incurred by the Authority or SWRCB resulting from any such failure (including without limitation any impairment or loss of funding, whether in whole or in part, from the SWRCB or any damages owed to the SWRCB by the Authority). While the Contractor has no direct contractual privity with the SWRCB, as a lender to the Authority for the funding of its project, the Authority and the Contractor agree that the SWRCB is a third-party beneficiary and neither this paragraph (nor any other provision of this Agreement necessary to give this paragraph force or effect) shall be amended or waived without the prior written consent of the SWRCB.

2.3 DISADVANTAGED BUSINESS ENTERPRISE

2.3.1 **General:** As part of the SRF funding requirements, Contractor shall cooperate with and exercise "Good Faith" efforts to achieve participation of disadvantaged business enterprises (DBEs). **If a Contractor subcontracts any work for construction, supplies, equipment, or services, Contractors must follow the DBE Good Faith Efforts, prior to the bid opening date.** Refer to Appendix 2- Part 2: Disadvantaged Business Enterprise (DBE) Requirements for instructions and complete details.

2.3.2 **"Good Faith" Efforts:** Contractor must show a real desire to outreach to DBE firms for construction, supplies, equipment, or services **not performed** by the Contractor's own workforce by placing solicitations in construction trade journals and the Minority Business Development Agency (MBDA), outreach through the Small Business Administration (SBA), to ensure DBEs are made aware of contracting opportunities to the fullest extent practical. **Additionally, Contractor must advertise solicitations for bids/proposals one time, a minimum of 30 calendar days before the bid opening date, in a newspaper of general** INSERT PROJECT NAME (INSERT CIP) SVCW Specifications
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circulation, including posting solicitations to the MBDA, and SBA, Proof of advertisement (Affidavit of Publication) in a newspaper of general circulation shall be submitted with the Good Faith Effort (GFE). Refer to Appendix 2 - Part 2 for details.

In submitting a bid, the Contractors shall, in the selection of any and all contractors, subcontractors, and vendors for the procurement of equipment, supplies, construction, and services related to the project, undertake the affirmative steps as described in Appendix 2 - Part 2.

2.3.3 DBE Good Faith Effort Forms Required at Time of Bid: Contractor shall submit the following forms with their bid to be considered a responsive bidder:

- EPA Form 4500-3: DBE Sub-Contractor Performance Form
Attach proof of DBE certification from one of the following:
 - US Environmental Protection Agency (USEPA)
 - Small Business Administration (SBA)
 - Department of Transportation's State implemented DBE Certification Program (with U.S. citizenship)
 - Tribal, State and Local governments
 - Independent private organization certification
- EPA Form 4500-4: DBE Sub-Contractor Utilization Form
- Bidders List

Contractor shall prepare and submit the Good Faith Effort documentation with their Bid; otherwise no later than 3 working days following the bid opening showing that, **prior to the bid opening**, all necessary good faith efforts were made. Failure to show evidence of GFE taken prior to bid opening and submit the documentation as specified herein may cause the bid to be rejected.

2.3.4 Administration Requirements: Contractor shall comply with the requirements listed in Appendix 2- Part 2, including but not limited to:

- Creating and Maintaining a Bidders List throughout the duration of the project.
- Submitting payment to all subcontractors for satisfactory performance no more than thirty (30) days from the Contractor's receipt of payment from the Authority.
- Notifying Authority in writing prior to any termination of a DBE subcontractor by the Contractor.
- Employing the six GFEs if soliciting a replacement subcontractor if a DBE subcontractor fails to complete work under the subcontract for any reason.
- Employ the six GFEs even if the Contractor has achieved its fair share objectives.

2.4 DAVIS-BACON ACT

As part of the SRF funding requirements, Contractor and all subcontractors shall comply with the Davis-Bacon Act prevailing wage rate determinations requirements for this project as defined in Appendix 2 - Part 3: Davis-Bacon Act Prevailing Wage Requirements. A copy of the Davis-Bacon Prevailing Wage Determinations is included in Appendix 2 - Part 3. If any wage determination changes ten (10) days before the bid opening, the Authority shall issue an addendum and incorporate the revised wage determination accordingly. The Contractor

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and subcontractors shall pay, at a minimum, the latest federal wage rate incorporated into the specifications, unless State prevailing wage is higher.

2.5 PROHIBITION ON CERTAIN TELECOMMUNICATIONS AND VIDEO SURVEILLANCE SERVICES OR EQUIPMENT

The John S. McCain National Defense Authorization Act for Fiscal Year 2019 (P.L. 115-232), at Section 889, prohibits EPA financial assistance recipients, including WIFIA borrowers, from expending loan funds to procure or obtain; extend or renew a contract to procure or obtain; or enter into a contract (or extend or renew a contract) to procure or obtain equipment, services, or systems that use covered telecommunications equipment or services as a substantial or essential component of any system, or as critical technology as part of any system. As described in the Act, “covered telecommunications equipment or services” means:

a) Telecommunications equipment produced by Huawei Technologies Company or ZTE Corporation (or any subsidiary or affiliate of such entities).

b) For the purpose of public safety, security of government facilities, physical security surveillance of critical infrastructure, and other national security purposes, video surveillance and telecommunications equipment produced by Hytera Communications Corporation, Hangzhou Hikvision Digital Technology Company, or Dahua Technology Company (or any subsidiary or affiliate of such entities).

c) Telecommunications or video surveillance services provided by such entities or using such equipment.

d) Telecommunications or video surveillance equipment or services produced or provided by an entity that the Secretary of Defense, in consultation with the Director of the National Intelligence or the Director of the Federal Bureau of Investigation, reasonably believes to be an entity owned or controlled by, or otherwise connected to, the government of a covered foreign country.

The Act does not prohibit:

a) Procuring with an entity to provide a service that connects to the facilities of a third-party, such as backhaul, roaming, or interconnection arrangements.

b) Telecommunications equipment that cannot route or redirect user data traffic or permit visibility into any user data or packets that such equipment transmits or otherwise handles.

3.0 LIABILITY AND INSURANCE

Note to Specification Preparer: Conform coverage limits with Section 00 45 21. Delete this note during specification development.

3.1 INSURANCE

The Contractor shall not commence any Work until it obtains, at its own expense, all required insurance as described in Specification Section 00 45 21-2 and Specification Section 00 73

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00-3.1.1, 3.1.2, and 3.1.3. Such insurance shall have the approval of the Authority as to limit, form, and amount. The Contractor shall not permit any subcontractor to commence Work on this Project until the same insurance requirements have been complied with by such subcontractor. The Contractor shall furnish the Authority with original certificates and amendatory endorsements evidencing coverage required by this Section. All certificates and endorsements are to be received and approved by the Authority before Work commences.

Any deductibles or self-insured retentions must be declared to and approved by the Authority. At the option of the Authority, either: (1) The insurer shall reduce or eliminate such deductibles or self-insured retentions as respects the below-listed Additional Insureds or (2) the Contractor shall provide a financial guarantee satisfactory to the Authority guaranteeing payment of losses and related investigations, claim administration and defense expenses.

Companies writing the insurance under this article shall be licensed to do business in the State of California or be permitted to do business under the Surplus Line Law of the State of California.

Contractors shall include all costs for insurance in their Bids.

Nothing contained in these insurance requirements is to be construed as limiting the extent of the Contractor's responsibility for payment of damages resulting from its operations under this Contract. Coverage required hereunder shall operate as Primary insurance.

Each insurance policy required by this Section shall be endorsed to state that coverage shall not be canceled or reduced in amount by either party, except after thirty (30) days' prior written notice to the Authority by certified mail, return receipt requested.

The Contractor shall take out, pay for, and maintain throughout the duration of this Contract the following insurance coverage.

3.1.1 Commercial General Liability, Automobile Liability and Employer's Liability Insurance
- This insurance shall protect the Contractor from claims for bodily injury and property damage which may arise because of the nature of the work or from operations under this Contract. The Commercial General Liability Insurance shall be maintained for five (5) years after final completion and shall provide coverage on an occurrence basis.

- a. **Additional Insureds** - This policy of insurance shall name Silicon Valley Clean Water (SVCW), each of its officials, officers, employees, agents and volunteers; the cities of Belmont, San Carlos, Redwood City, the West Bay Sanitary District, the Design Consultant, the Construction Manager and each of their officials, officers, partners, employees, agents and volunteers as additional insureds with respect to liability arising out of automobiles owned, leased, hired or borrowed by or on behalf of the Contractor; and with respect to liability arising out of work or operations performed by or on behalf of the Contractor, including materials, parts or equipment furnished in connection with such work or operations. This policy shall provide coverage to each of the said additional insureds with respect to said Work. Both bodily injury and property damage insurance must be on an occurrence basis, and said policy shall provide that the coverage afforded thereby shall be primary coverage to the full limit of liability stated in the declarations, and if the named insureds have other insurance against the

loss covered by said policy, that other insurance shall be excess insurance only. Any insurance or self-insurance maintained by the Authority, its officers, officials, employees, agents and volunteers and the cities of Belmont, San Carlos, Redwood City and the West Bay Sanitary District shall be excess of the Contractor's insurance and shall not contribute with it.

- b. Scope of Coverage – The policy shall provide coverage at least as broad as:
 - 1. Insurance Services Office Commercial General Liability coverage (occurrence Form CG 00 01 or Insurance Services Office Form (CG 00 09 11 88 Owners and Contractors Protective Liability Coverage Form – Coverage for Operations of Designated Contractor); and
 - 2. Insurance Services Office Form Number CA 0001 covering Auto Liability, Code 1 (any auto).

- c. Amount of Coverage - The bodily injury and property damage liability of the Commercial General Liability insurance shall provide coverage in the following limits of liability: \$2,000,000 on account of any one occurrence with an annual general aggregate limit of not less than \$5,000,000, and \$5,000,000 products and completed operations aggregate, combined single limit. The Automobile Liability insurance policy shall provide minimum limits of \$1,000,000 per accident arising out of the ownership, maintenance, or use of any owned or non-owned vehicles.

- d. Subcontractors - The bodily injury and property damage liability insurance shall not be deemed to require the Contractor to have its subcontractors named as insureds in the Contractor's policy, but the policy shall protect the Contractor from contingent liability which may arise from operations of its subcontractors.

- e. Included Coverage - The above Commercial General Liability insurance shall also include the following coverages:

Premises – Operations

Operation of Automobiles - Owned and Non-owned

Owner's/Independent Contractors and Contractors Protective –
Subcontractors to the Contractor

Products - Completed Operations

Personal Injury - False Arrest, Libel, Wrongful Eviction, etc.

Broad Form Property Damage, Including, to the Maximum Extent Possible,
Coverage for the Assumption of Liability Pursuant to Completed Operations

Separation of Insureds/Cross-Liability Provision

Duty to Defend all Insureds

Deletion of any Limitation on Coverage for Bodily Injury or Property Damage
Arising out of Subsidence or Soil or Earth Movement

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A provision that the annual general aggregate and the products and completed operations annual aggregate shall apply separately to each project for which Contractor provides services away from premises owned by or rented to Contractor.

XCU - Explosion, Collapse, Underground Damage.

Blanket Contractual Liability including the Indemnification Agreement as herein stated.

- f. Umbrella Policy - At the option of the Contractor, primary limits may be less than required, with an Umbrella Policy providing the additional limits needed. This form of insurance will be acceptable provided that the Primary and Umbrella Policies both provide the insurance coverages herein required, including all additional insured requirements. The umbrella policy shall be provided on a “following form” basis, with coverage at least as broad as provided on the underlying Commercial General Liability insurance.
- g. Employer’s Liability - The policy shall provide for \$1,000,000 per accident for bodily injury or disease.
- h. Waiver of Subrogation - Evidence of coverage shall be accompanied by an endorsement from the insurer agreeing to waive all rights of subrogation against the District, its elected or appointed officials, the Design Consultant, the Construction Manager and their agents, consultants and employees which might arise by reason of any payment under the policy in connection with the work performed by the Contractor.
- i. Deductibles – The policies required above shall comply with the following deductibles:
 - 1. Commercial General Liability Insurance, including all required coverages, shall be a maximum of \$25,000.
 - 2. Automobile Liability Insurance, including all required coverages, shall be a maximum of \$1,000.
 - 3. Employer's Liability Insurance, including all required coverages, shall not have a deductible.

3.1.2 Workers’ Compensation Insurance - In accordance with the provisions of Section 3700 of the Labor Code of the State of California, the Contractor is required to secure the payment of compensation to its employees and for that purpose obtain and keep in effect adequate Workers’ Compensation Insurance. If the Contractor, in the sole discretion of the Authority, satisfies the Authority of the responsibility and capacity under the applicable Workers’ Compensation Laws, if any, to act as self-insurer, the Contractor may so act, and in such case, the insurance required by this paragraph need not be provided.

The Contractor is advised of the provisions of Section 3700 of the Labor Code, which require every employer to be insured against liability for Workers’ Compensation or to undertake self-insurance in accordance with the provisions of that code and shall comply with such provisions

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and have Employers' Liability limits of \$1,000,000 per accident before commencing the performance of the work of this Contract.

Before the Agreement between the Authority and the Contractor is entered into, the Contractor shall submit written evidence that the Contractor and all subcontractors have obtained for the period of the Contract full Workers' Compensation Insurance coverage for all persons whom they employ or may employ in carrying out the Work under this Contract. Such evidence of coverage shall be accompanied by an endorsement from the insurer agreeing to waive all rights of subrogation against the Authority, its member agencies, its elected or appointed officials, the Design Consultant, the Construction Manager and their partners, agents, consultants, employees and volunteers which might arise by reason of any payment under the policy in connection with the work performed by the Contractor. This insurance shall be in accordance with the requirements of the most current and applicable California State Workers' Compensation Insurance Laws.

Note to Specification Preparer: Include the following paragraphs if the Authority is requiring any or all of these coverages on this Project. If any are not required, note "NOT USED" where applicable. Delete this note during specification development.

3.1.3 Builder's Risk, Property Installation Floater, and Contractor's Pollution Legal Liability and Asbestos Pollution Liability Insurance Coverages Required

- a. **Builder's Risk Insurance** - Builder's Risk Insurance, in an amount equal to one hundred (100) percent of the Contract Price, shall be obtained, paid for, and maintained by the Contractor and shall cover, but shall not be limited to, fire, lightning, windstorm, hail, explosion, riot, riot attending a strike, civil commotion, smoke damage, damage by aircraft or vehicles, vandalism and malicious mischief, theft, collapse, flood, and earthquake. This insurance shall name the Authority, the Design Consultant, the Construction Manager and each of their officials, officers, partners, employees, agents and volunteers as additional insureds, and shall include coverage, but not by way of limitation, for all damages of loss to the work and to appurtenances, to materials and equipment to be used on the project while the same are in transit, stored on or off the project site, to construction plant and temporary structures.

The Authority shall be named as loss payee and the insurer shall waive all rights of subrogation against the Authority.

Coverage for "Acts of God" in excess of five (5) percent of the Contract Amount is subject to separate coverage and is required only if listed as a separate bid item in Section 01 29 00-2.0, **DESCRIPTION OF BID ITEMS**. (Public Contracts Code 7105).

Builder's Risk Insurance may have a deductible clause not to exceed the following limits:

- (1) Flood and earthquake deductible shall not exceed five (5) percent of the value at risk at the time of the loss.
- (2) All other perils: \$25,000

The Contractor shall be responsible for paying any and all deductible costs.

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The policy shall provide the Authority the right to occupy the premises without termination of the policy until acceptance of the project.

- b. Property Installation Floater - Property Installation Floater Insurance policy in an amount equal to one hundred (100) percent of the Contract Price, shall be obtained, paid for, and maintained by the Contractor for all projects that provide for the improvement, remodel, modification, alteration, conversion or adjustment to existing buildings, structures, processes, machinery or equipment. The Property Installation Floater shall provide property damage coverage for any building, structure, machinery or equipment damaged, impaired, broken or destroyed during the performance of the Work, including during transit, installation and testing at the Authority's site. The Authority shall be named as loss payee and the insurer shall waive all rights of subrogation against the Authority. The deductible clause shall not exceed \$25,000.
- c. Contractor's Pollution Legal Liability - A Contractor's Pollution Legal Liability policy shall provide for \$2,000,000 coverage for each occurrence and a \$5,000,000 policy aggregate for the Contractor's Pollution Legal Liability arising out of the Contractor's obligation on the project. Insurance shall be maintained for five (5) years after final completion and shall provide coverage on an occurrence basis. The policy shall not contain lead-based paint or mold exclusion and the definition of "Pollution" shall include microbial matter including mold. The Authority shall be named as loss payee and the insurer shall waive all rights of subrogation against the Authority. The deductible clause shall not exceed \$25,000. [This is separate from the Authority's Pollution Legal Liability.](#)
- d. Asbestos Pollution Liability - An Asbestos Pollution Liability policy shall provide for \$2,000,000 coverage for each occurrence and a \$5,000,000 policy aggregate for the Asbestos Pollution Liability arising out of the Contractor's obligation on the project. Insurance shall be maintained for five (5) years after final completion and shall provide coverage on an occurrence basis. The Authority shall be named as loss payee and the insurer shall waive all rights of subrogation against the Authority. The deductible clause shall not exceed \$25,000.

3.1.4 Proof of Coverage – Before the Notice to Proceed with the Work under this Contract is issued, the Contractor shall furnish the Authority with certificate(s) evidencing issuance of all insurance mentioned herein, copies of the policy declaration or information page(s) and endorsements. The certificate(s) and endorsements for each insurance policy are to be signed by a person authorized by that insurer to bind coverage on its behalf. The endorsements are to be on forms as included in Section 00 62 16.11, **COMMERCIAL GENERAL LIABILITY INSURANCE ENDORSEMENT**, and Section 00 62 16.12, **AUTO LIABILITY INSURANCE ENDORSEMENT**, or equivalent endorsement forms acceptable to the Authority. The certificate(s), policy declaration or information page(s), and endorsements are to be received and approved by the Authority before Work commences. Such certificates of insurance shall provide that the insurance policy shall not be cancelable, be subject to nonrenewable, or otherwise be subject to material modification, except with thirty (30) days prior written notice to the Authority and Contractor. Contractor shall also provide certificate(s) evidencing renewals of all insurance required herein, at least ten (10) days prior to the expiration date of any such insurance.

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Any deductibles or self-insured retentions must be declared to and approved by the Authority. At the option of the Authority, either: the insurer shall reduce or eliminate such deductibles or self-insured retentions as respects the Authority, the Design Consultant and the Construction Manager and their officers, officials, employees and agents; or the Contractor shall procure a bond guaranteeing payment of losses and related investigations, claim administration and defense expenses.

In the event of the breach of any provision of this paragraph, or in the event of any notices received which indicates any required insurance coverage will be diminished or canceled, Authority, at its option, may, notwithstanding any other provisions of this Agreement to the contrary, immediately declare a material breach of this Agreement and suspend all further Work pursuant to this Agreement.

3.1.5 Indemnification – To the fullest extent permitted by Law, the Contractor shall indemnify, defend and hold harmless Silicon Valley Clean Water, its governing Commission, officers, employees, agents and consultants including, without limitation, the Design Consultant and Construction Manager, and said consultants' respective officers, partners, employees and agents and the Cities of Belmont, San Carlos and Redwood City and the West Bay Sanitary District and their respective governing bodies, officers, employees and agents (collectively, "Indemnitees") from and against all liability, claims, damages, losses and expenses, including but not limited to attorneys' fees and other litigation costs, arising out of or in any way connected with the performance of the Work on the Project, provided that any such liability, claim, damage, loss or expense is attributable to bodily injury, sickness, disease, or death (including that sustained by Contractor's or Subcontractor's employees), or to injury to or destruction of tangible property (other than the Project itself) including but not limited to the loss of use resulting therefrom. Such obligation shall not be construed to negate, abridge, or otherwise reduce any other right or obligation of indemnity which would otherwise exist.

The Contractor's duty to indemnify and save harmless shall include the duty to defend as set forth in California Civil Code Section 2778; provided, that nothing herein contained shall be construed to require Contractor to indemnify the Indemnitees against any responsibility or liability in contravention of California Civil Code Section 2782. The duty to defend and indemnify hereunder is not limited by the insurance coverage required under the Contract Documents and is separate and apart from such coverage.

3.1.6 Injury or Illness Reports – The Contractor shall furnish the Construction Manager with a copy of the Employer's Report of Injury within 48 hours following any incident requiring the filing of said report during the prosecution of the Work under this Contract. The Contractor shall also furnish the Construction Manager with a copy of the Employer's Report of Injury involving any subcontractor on this Project.

3.1.7 Notification of Insurance Companies – The Contractor shall advise all insurance companies to familiarize themselves with all of the conditions and provisions of this Contract, and they shall waive the right of special notification of any change or modification of this Contract or of extension of time, or of decreased or increased Work, or of the cancellation of the Contract, or of any other act or acts by the Authority or its authorized employees and agents, under the terms of this Contract, and failure to so notify the aforesaid insurance companies of changes shall in no way relieve the insurance companies of their obligation under this Contract.

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3.2 INSURANCE DURING GUARANTEE PERIOD

For all Work the Contractor or its Subcontractors perform during the guarantee period, public liability and property damage insurance shall remain in force and be maintained for five (5) years after Authority's Acceptance of the Project.

4.0 **SPECIFIC PROJECT REQUIREMENTS**

4.1 CONFINED SPACES

Specific confined spaces involved with this Project include:

Note to Specification Preparer: Develop Section 4.2 below if there are any specific Project requirements not described elsewhere in the Contract Documents or which need to be highlighted. If not, delete Section 4.2 and note "4.2 NOT USED". Delete this note during specification development.

4.2 ADDITIONAL PROJECT REQUIREMENTS

Note to Specification Preparer: Include Section 4.3 below if a Project Liaison is required for this Project. If not, delete Section 4.3 and note "4.3 NOT USED". Delete this note during specification development.

4.3 PROJECT LIAISON

The Construction Manager will be the primary contact throughout the course of construction for the general public, especially residents, businesses, and property owners in the Project area. However, the Contractor shall provide an individual to act as a representative of the Contractor in communications with the general public in the Project area regarding day-to-day issues that may arise. This representative will be called the "Project Liaison" and shall keep the Construction Manager informed of any issues that may arise with the general public. The Project Liaison may be an employee of the Contractor provided the employee is not a supervisor or superintendent, the employee meets the Project Liaison criteria delineated herein, and the primary function of the employee is to serve the role of the Project Liaison as delineated herein.

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The Project Liaison shall be onsite each work day of the Contract for a minimum of two (2) hours during normal working hours and shall be available during all Project working hours for contact by residents, businesses, and property owners in the Project area, the Authority and the Construction Manager throughout the duration of the Project. At all times the Project Liaison shall be onsite within one (1) hour after being contacted by the Construction Manager until acceptance of the Project.

The person serving as the Project Liaison shall not be changed without prior written approval of the Construction Manager. The Project Liaison must have a positive, cooperative, and constructive attitude and the knowledge and disposition needed to handle construction-related questions and many public contacts. Should the Project Liaison act in a manner which the Construction Manager considers to be incompetent, nonresponsive, disorderly, or improper, the Project Liaison shall be immediately removed from the position of Project Liaison and replaced at the request of the Construction Manager.

The Project Liaison shall coordinate with the Construction Manager to develop a program for notifying residents, businesses, and property owners in the Project area of construction activities that have the potential to impact the residents, business, and property owners. Once the notification program has been favorably reviewed by the Construction Manager, the Project Liaison shall be in charge of executing the program. Notices shall include, but not be limited to, those delineated in Section 01 41 00-5.0, **MITIGATION MEASURES**. The program shall be prepared, submitted and favorably reviewed within twenty-one (21) days after issuance of the Notice to Proceed.

The Project Liaison shall also cooperate with the Authority in the publishing of a monthly Project newsletter during the length of the Project by providing content for the newsletter in MSWord that identifies work progress and items of work which will affect businesses, residents, property owners and the general public in the Project area. The format of the content for the newsletter shall be favorably reviewed by the Construction Manager prior to each publication. The content for the newsletter shall be submitted to the Construction Manager monthly on a schedule determined by the Authority commencing one (1) week after issuance of the Notice to Proceed and continuing until Acceptance of the Project.

In addition, the Project Liaison shall participate in a community meeting, scheduled and led by the Construction Manager, to inform businesses, residents and property owners about the Project and his/her presence at this meeting is compulsory. The meeting shall be held at least one (1) week prior to the start of construction or as directed by the Authority and notification shall be delivered to all affected businesses, residents and property owners by the Authority at least seven (7) days prior to the meeting.

Note to Specification Preparer: Include Section 4.4 below if contaminated materials may be encountered during field activities required for this Project. If not, delete Section 4.4 below and note "4.4 NOT USED". Delete this note during specification development.

4.4 CONTAMINATED MATERIALS

Contaminants may be encountered during field activities. Field personnel could potentially be exposed to heavy metals and organic compounds at the site by direct contact with soil or groundwater or through inhalation of dusts containing contaminants. Field personnel will
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minimize potential chemical hazards by (1) avoiding direct contact with soil and groundwater, (2) performing air monitoring to determine the necessary level of personal protective equipment, and (3) avoiding generation of dust. Ingestion of particulate matter containing chemicals is another general exposure route.

The Contractor shall provide a Health and Safety Plan and trained personnel in compliance with current health and safety regulations, including OSHA 29 CFR 1910.120 Hazardous Waste Operations and Emergency Response.

5.0 WAGE RATE REQUIREMENTS

5.1 PREVAILING WAGES

Pursuant to the statutes of the State of California, the Director of Industrial Relations has ascertained and determined the general prevailing rate of per diem wages, and rates for overtime and legal holidays, in the locality in which this work is to be performed for each craft or type of worker or mechanic needed to execute the Contract. Bidders shall notify the Authority of the labor trade classifications used, as outlined in Section 00 21 13, **INSTRUCTIONS TO BIDDERS**. The prevailing rates so determined are available for inspection at the Authority office and form a part of the Contract Documents.

Note to Specification Preparer: If Federal funds are involved, the Federal Prevailing Wage Determination must be included in Section 00 73 00 (See Section 00 11 13. Add appropriate language and modify Table of Contents.) Delete this note during specification development.

Note to Specification Preparer: If the Authority is using SRF funding on this Project, keep the following paragraph "5.1.1 Davis Bacon Act". If not, note "NOT USED. Delete this note during specification development.

5.1.1 Davis Bacon Act – The Contractor and all Subcontractors shall comply with the Davis Bacon Act as part of the funding requirements of the Project. Refer to Section 00 73 00-2.4.

5.2 TRAVEL AND SUBSISTENCE

As required by Section 1773.1 of the California Labor Code, the Contractor shall pay travel and subsistence payments to each worker needed to execute the Work, as such travel and subsistence payments are defined in the applicable collective bargaining agreements filed in accordance with that Section.

5.3 PENALTY

Unless a greater amount is specified within the Contract Documents, the Contractor shall forfeit as penalty to the Authority twenty-five dollars (\$25) for each calendar day, or portion thereof, for each worker paid less than the stipulated prevailing rates for any Work done under the Contract by the Contractor or by any subcontractor under the Contractor, in violation of the provisions of the Labor Code and, in particular, Section 1770 to Section 1871 thereof, inclusive.

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***** END OF SECTION *****

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Note to Specification Preparer: Review with SVCW whether Submission of Escrow Bid Documents is required for this Project. Escrow Bid Documents are typically used for pipeline and tunneling construction work. Delete this note during specification development.

SECTION 00 73 20

CONFINED SPACE REQUIREMENTS

As stated in Section 00 72 00-4.7.9, Confined Spaces, work within confined spaces of this Project is subject to the definitions and applicable provisions of Section 5156 et.seq., Title 8, California Code of Regulations. Silicon Valley Clean Water's current Confined Space Program describes the Authority's policy on confined spaces. A copy of the Authority's policy is available for inspection at the Authority's office during normal working hours.

The Contractor is directed to Section 00 73 00-4.0 **SPECIFIC PROJECT REQUIREMENTS** for locations of confined spaces involved with the work on this Project.

***** END OF SECTION *****

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DIVISION 1 – GENERAL REQUIREMENTS

SECTION 01 11 00

SUMMARY OF WORK

1.0 WORK TO BE DONE

2.0 CONSTRUCTION PROCEDURE AND SEQUENCE

2.1 GENERAL

Construction under this Contract involves work at existing operating wastewater treatment facilities which must continue to meet requirements of State and Federal regulating agencies and must continue to provide waste treatment in compliance with requirements of the State Water Resources Control Board. The Contractor will have to schedule construction and operations in a manner that will not interfere with compliance with the regulatory requirements as coordinated with the Construction Manager.

Discharge of untreated or partially treated wastewaters will not be permitted. The portions of the existing treatment plant not covered under this Contract must remain in continuous and full operation during construction.

The Work under this Contract shall be conducted in a manner which will minimize shutdowns, roadway closures, or traffic obstructions caused by the construction. Shutdowns causing damage to adjacent public and private property shall not be permitted and any damage resulting shall be the sole responsibility of the Contractor.

Note to Specification Preparer: Describe additional construction activities and constraints in section 2.2 below, as necessary. Unshade 2.2 and delete this note during specification development.

2.2 WORK SEQUENCE ACTIVITIES AND CONSTRAINTS

The work shall proceed in accordance with the following sequence. The Contractor may propose other methods or modifications of the methods described herein in the required Work Sequence Plan submittal. Any alternate methods proposed by the Contractor are subject to approval by the Construction Manager.

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Note to Specification Preparer: If “3.0 PARTNERING” is used on the Project, unshade the paragraph below. If it is not used on the Project, delete the language below and insert “3.0 NOT USED” in its place. Delete this note during specification development.

3.0 PARTNERING

A successful partnership will require the participation of the following project personnel:

Contractor: Company Executive, Project Manager
Superintendent, Foreman, Key Suppliers
Subcontractor’s Supervisory Personnel

Authority: Manager, Department Manager,
Project Manager, Inspector and Key Staff

Design Consultant: Principal-in-Charge, Project Manager, Project Engineer

Construction Manager: Principal-in-Charge, Project Manager, Inspector(s)

To initiate the Partnering Agreement, the parties will conduct a one (1) day Partnering Workshop after the Notice of Award and prior to the Preconstruction Conference. Follow-up workshop(s) may also be held throughout the project. All workshops will be conducted by an outside facilitator. It is expected that, at the conclusions of the initial workshop, the parties will express a consensus regarding, among other things, the respective goals in completing the Contract.

The Authority will, if mutually agreeable, make all the necessary, arrangements for the workshop(s). The Contractor’s costs associated with effectuating this partnering agreement will include attendance of appropriate personnel at the workshops as well as an equitable portion of the actual site and facilitator costs to be agreed upon with the Authority prior to finalizing arrangements for the workshop(s).

*****END OF SECTION*****

SECTION 01 14 14

SYSTEM OUTAGE REQUEST PROCEDURES

1.0 SYSTEM OUTAGE REQUESTS

1.1 CLASSIFYING SYSTEM OUTAGE REQUESTS

The Owner has full discretion in classifying system outage requests (SOR) as either Routine or Significant. Significant SORs are those that O&M has identified as needing more advanced notice and time to plan as compared to Routine requests. The Owner's SOR classification is a function of both the duration of the SOR and the systems affected. The Contractor shall submit a comprehensive list of planned outages with the Baseline Schedule submittal (see SOR List Template below). SVCW Operations will classify each system outage request as either Routine or Significant and return to the Contractor. Any SOR not included in the initial SOR List must be submitted to SVCW for classification as soon as the SOR is identified. Any changes to the SOR list shall be approved by O&M. All system outages and their notification period shall be included on the Contractor's construction schedule. The Contractor is to keep the SOR list current during construction and is to include an updated version of the list with the monthly Baseline Schedule Update submittal. Significant SORs require an advance notice of twenty-five (25) business days prior to the required shut down; Routine SORs require six (6) business days' notice.

SYSTEM OUTAGE REQUEST LIST TEMPLATE:

SOR Name	SOR Date	Brief Description (Purpose of SOR)	System Affected (Specific Equipment)	SOR Duration (days/hours)	Classification (to be filled in by SVCW)

1.2 SYSTEM OUTAGE REQUEST PROCEDURES

Changes to existing utilities or any new connections thereto must be programmed to provide the least possible interference with plant and/or pump station operations. All costs for preparing and implementing both the outage and contingency plans shall be borne by the Contractor. Each shutdown duration shall be specifically authorized by the Authority or be as indicated in the Contract Documents. Shutdown of existing facilities will be performed by Authority personnel or by Contractor only under Authority personnel's supervision, as communicated through the Construction Manager. A system shutdown for an SOR will not occur unless 1) the required SOR form and System Outage Work Plan is complete, submitted, and approved, and 2) the required field meetings are conducted.

1.3 ROUTINE SOR PROCEDURES

The Contractor shall identify any anticipated Routine SORs on the Baseline schedule and the 3-week look ahead schedule. A system shutdown for a Routine SOR will not occur unless 1) the required System Outage Work Plan is approved, and 2) the two (2) SOR Field Meetings are conducted as outlined below within the required timelines. The Draft Work Plan must be submitted prior to the first Advanced Planning meeting, which occurs a minimum of six (6) business days prior to outage. The Final Work Plan must be approved by The Owner Operations team a minimum of three (3) business days prior to outage.

1.3.1 Advanced Planning Meeting - The Advanced Planning Meeting must occur after the submission of the Draft System Outage Work Plan. The Advanced Planning Meeting will take place at the site of the shutdown and the Contractor will present their proposed approach to the shutdown to the Director of Operations or their designate. Operations staff will give feedback and comments, and the meeting will conclude when both parties agree on a preliminary approach and method. The Contractor is responsible for scheduling the Advanced Planning Meeting sufficiently ahead of the required system outage to accommodate preparing and reviewing the written plan.

1.3.2 System Outage Work Plan - After the Advanced Planning Meeting the Contractor shall complete and submit the System Outage Request (SOR) form and work plan to the Construction Manager at least six (6) business days in advance of any required shutdown. The six days of notification (in advance of any required shutdown) does not include Saturday, Sunday, or Holidays.

The SVCW Director of Operations, or designee, will review for acceptance and will return the plan approved or request revisions within 72 hours [three (3) business days]. If the Plan is returned as not approved or with requested revisions, the Contractor will revise and resubmit to the Construction Manager. The Director of Operations, or designee, has three business days for review of the second or any subsequent version of the work plan. The work plan must be approved 72 hours [three (3) regular business days] prior to the planned outage.

The Contractor's system outage work plan shall be included in the Procore SOR form (see sample SOR form at the end of this Section). The contents of the system outage work plan shall include, but are not limited to:

1. Purpose of SOR:
 - a. A brief description of the purpose of the shutdown and the major systems affected.
2. Contractor's Procedure:
 - b. A detailed description of the planned work during the shutdown including a chronological order of events for the SOR from the Day-Of Field Meeting to the last lockout-tagout (LOTO) removal and check-out.
 - c. Start time of the Day-Of Field Meeting and who will be attending.
 - d. A specific time schedule for each major work activity coordinated with O&M and as necessary, the utility owner.
 - e. Prerequisite activities or accomplishments required for the SOR to proceed (items that if not completed will not allow the SOR to go forward). This includes equipment and staff readiness.
 - f. Chronological order of events for the SOR from the on-site pre-meeting to the last lockout-tagout (LOTO) removal and check-out.

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- g. Listing of all equipment needed to execute the SOR and the parties responsible for providing said equipment. This includes a detailed list of materials, equipment, tools, personnel, etc. necessary to successfully execute the planned work, and a list of standby materials, equipment, tools, personnel, etc. should the primary materials, equipment, tools, personnel, etc. become unavailable.
- h. Safety concerns including lockout-tagout, confined space entries, fall protection, chemical exposure, etc. Discussion of any unique hazards for the proposed SOR.
- 3. Contingency Plan:
 - i. A contingency plan that shall be initiated in the event that temporary facilities fail or it becomes apparent that the time constraints described in the approved SOR cannot be met. The contingency plan shall conform to all specified outage requirements.
 - j. "Pull-out" triggers – This includes any events or actions outlined in the chronology for the SOR that if un-successful would require the SOR event to be aborted and all systems restored to normal operating conditions.
 - k. The names of the responsible parties for planning and executing each activity, including afterhours contact phone numbers.
- 4. Attachments:
 - l. Sketch of affected systems and work to be done
 - m. Safety Data Sheets (SDS) sheets for any chemicals to be used during the SOR.

1.3.3 Day-Of Field Meeting - The Day-Of Field Meeting will be held at the site before the SOR proceeds, at the start time identified in the SOR, to:

1. Review final plans
2. Review the agreed upon execution strategy
3. Confirm all necessary parts, equipment, service providers and personnel are on site
4. Confirm equipment is operable
5. Approve contingency plans
6. Final review of safety plans including personnel contact information

The Contractor shall have all the equipment, parts, personnel, and all other required items to complete the shutdown, ready for availability prior to the Day-Of Field Meeting. The equipment is to be in operating condition, and their staff trained on its use.

In the event any plans have been changed, equipment is not functional, parts are not on site, or any other impact to readiness for the planned SOR, the SOR may be cancelled at the discretion of the on-site SVCW O&M representative(s).

1.4 SIGNIFICANT SOR PROCEDURES

A system shutdown for a Significant SOR will not occur unless 1) at least three (3) SOR coordination meetings are conducted as outlined below within the required timelines, and 2) the required System Outage Work Plan is approved. The Contractor shall identify any anticipated Significant SORs on the Baseline Schedule updates and the 3-week look ahead schedules. The Contractor shall submit a Draft SOR form through Procore at least twenty-five (25) business days in advance of a planned Significant outage.

1.4.1 Significant SOR Advanced Planning Meeting - The Advanced Planning Meeting for a Significant SOR shall be held at least twenty (20) business days in advance of the planned

system outage to discuss the System Outage Request. This meeting will discuss the items outlined in Section 1.3.1 Advanced Planning Meeting.

1.4.2 Significant SOR System Outage Work Plan - Prior to the Advanced Planning Meeting, the Contractor shall submit a draft version of the SOR Work Plan to the Construction Manager, through Procore. After updating the Work Plan based on outcomes of the Advanced Planning Meeting, the Contractor shall submit its final proposed System Outage Work Plan to the Construction Manager within at least three (3) business days after the Advanced Planning Meeting. The contents of the System Outage Workplan will match those outlined in Section 1.3.2 System Outage Work Plan. The Work Plan needs to be approved by the Director of Operations, or designee, at least ten (10) business days prior to the planned Significant shutdown event.

1.4.3 SOR Coordination Meeting - The Contractor shall conduct an SOR Coordination Meeting with O&M staff at least seven (7) business days prior to the planned shutdown to review the final shutdown procedures. The Contractor shall provide a copy of the System Outage Work Plan to the Owner at this meeting. The Contractor is responsible for providing minutes of the meeting to the Construction Manager.

The Contractor shall have all the equipment and personnel ready for availability prior to the Coordination Meeting. The equipment is to be in operating condition, and their staff trained on its use. System outages disrupt the regular operations and maintenance staffing and planned events. The O&M Divisions need to make significant changes to accommodate an outage.

1.4.4 Significant SOR Day-Of Field Meeting – The Day-Of Field Meeting will be held at the site before the SOR proceeds, at the start time identified in the Work Plan. This meeting will discuss the items outlined in Section 1.3.3 Day-Of Field Meeting.

1.5 CONTRACTOR NOTIFICATIONS

1.5.1 Contractor Notifications - Contractor Notifications are notifications of the Contractor requesting access to an area that may inhibit or alter typical Owner operations or access, without shutting down an Operational process. Examples include, but are not limited to, modifications to O&M access, new recurring contractor work in a specific area, accessing an alarmed or remotely monitored area, etc.

1.5.2 Procedure – The Contractor is to track and submit Contractor Notifications through the SOR List provided with their schedules and via Procore. When tracking these items, add “Notification” to the title of the SOR. Contractor Notifications should be submitted for approval through Procore at least three (3) business days prior to the work occurring but the submission time may be modified at the discretion of the Authority.

1.6 SHUTDOWN RESTRICTIONS

1.6.1 Stop Work Authority - As per SVCW policy, any SVCW or contracted staff member has “Stop Work” authority to address a safety concern. As such, if any party believes any conditions are unsafe at any time, a declaration of “Stop Work” can be made stopping all activities unless/until the subject safety concerns can be mitigated.

1.6.2 Utility Service Shutdowns - Planned utility service shutdowns to any unit of the Project shall be accomplished during periods of minimum use. In some cases, this will require night or weekend work and these costs shall be included in the Contract Price. The Contractor shall program its work so that service will be restored in the minimum possible time, and shall cooperate with the Authority in reducing shutdowns of the utility system to a minimum.

No utility shall be disconnected without prior written approval from the utility owner and Construction Manager. When it is necessary to disconnect a utility, the Contractor shall give not less than 72 hours' notice to the utility owner and to the Construction Manager for its approval of the Contractor's proposed schedule.

1.6.3 Conveyance System Shutdowns - Conveyance System shutdowns provide for a maximum five (5) hour work window for construction at time of low flow. Low flow is typically at night and early morning. Bypassing or containment of flow during work hours may be required.


NOTE TO SPECIFICATION PREPARER: The following section 1.6.4 may be removed if there is no anticipated shutdown of the plant final effluent/final flow(most projects).

1.6.4 Chronic Toxicity Testing – SVCW performs monthly Chronic Toxicity Tests to comply with permit requirements. At the discretion of O&M, SVCW may permit equipment shutdowns that could impact the ongoing chronic toxicity testing including outages that interrupt the effluent flow or monitoring equipment associated with chronic toxicity testing..

2.0 ACCESS FOR OPERATING PERSONNEL

The Contractor's attention is drawn to the fact that during the course of the work of this Contract, the existing facilities will be used and maintained by Authority personnel. The Contractor shall coordinate its work in such a way as to interfere as little as possible with the routine work of existing facilities except in direct pursuit of the work of this Contract and as favorably reviewed by the Construction Manager. The Contractor shall provide safe access at all times to all existing facilities for operating personnel and equipment.

SAMPLE SYSTEM OUTAGE REQUEST FORM:

	
SOR 000:	Issue Date:
To:	Issued By:
Affected Systems:	Revision: 0
Location:	Status: Open
Shutdown Date:	Start Time:
Estimated Duration:	
Purpose of SOR:	
Contractor's Procedure (steps):	
Contigency Plan:	
Owner Procedure's (CM):	
Attachments:	

END OF SECTION

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SECTION 01 26 00

MODIFICATION PROCEDURES

1.0 CHANGES IN CONTRACT PRICE

Whenever corrections, alterations, or modifications of the Work under this Contract are ordered by the Construction Manager and approved by the Authority and increase the amount of work to be done, such added work shall be known as extra work; and when such corrections, alterations, or modifications decrease the amount of work to be done, such subtracted work shall be known as work omitted.

The difference in cost of the Work affected by such change will be added to or deducted from the amount of said Contract Price, as the case may be, by a fair and reasonable valuation, which shall be determined in one or more of the following ways as directed by the Construction Manager:

- a. Where applicable, by unit prices accepted by the Authority and stated in the Contract Documents;
- b. By unit prices subsequently fixed by agreement between the parties;
- c. By an acceptable lump sum proposal from the Contractor; or
- d. By Force Account (as described in Paragraph 01 26 00-3.0, **FORCE ACCOUNT PAYMENT**), when directed in writing and administered by the Authority through its agents or representatives.

When required by the Construction Manager, the Contractor shall submit, in the form prescribed by the Construction Manager, an itemized breakdown with supporting data of the quantities and prices used in computing the value of any change that may be ordered.

The Construction Manager will review the Contractor's proposal for the change and negotiate an equitable adjustment with the Contractor. After there is an agreement the Construction Manager will prepare and process the Change Order and make a recommendation for action by the Authority. All Change Orders must be approved by the Authority in writing before the work can be authorized and the Change Order executed.

The prices agreed upon and any agreed upon adjustment in Contract Time shall be incorporated in the written Change Order issued by the Authority, which shall be written so as to indicate an acceptance on the part of the Contractor as evidenced by its signature. By signature of the Change Order, the Contractor acknowledges that the adjustments to cost and time contained in the Change Order are in full satisfaction and accord, payment in full, and so waives any right to claim any further cost and time impacts at any time during and after completion of the Contract for the changes encompassed by the Change Order.

All cost and pricing data submitted by the Contractor with respect to any change, prospective or executed, or any claim for extra compensation shall be a true, complete, accurate and

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current representation of actual cost and pricing of the work. The Construction Manager may require a formal certification as to cost and pricing data submitted by the Contractor.

The Construction Manager and the Authority shall have access, upon reasonable notice during normal business hours, to any books, documents, accounting records, papers, project correspondence, project files, scheduling information and other relevant records of the Contractor and all subcontractors directly or indirectly pertinent to the Work, original as well as changes and claimed extra work, and the Contract for the purpose of making audit, examination, excerpts and transcriptions and in order to verify or evaluate any changes, prospective or executed, or any claim for which compensation has been requested or Notice of Potential Claim has been tendered.

Such books, documents, and other records mentioned above shall include, but are not limited to all those reasonably necessary to determine the accurate amount of direct and indirect costs, job site, and delay and impact costs, however characterized, and shall include the original Bid and all documents related to the Bid and its preparation, as well as, the as-planned Construction Schedule and all related documents.

Such access shall include the right to examine and audit such records and make excerpts, transcriptions, and photocopies at the Authority's cost.

2.0 NEGOTIATED CHANGE ORDERS

2.1 GENERAL

Under the methods described in Section 01 26 00-1.0b and 1.0c above, the Contractor shall submit substantiating documentation with an itemized breakdown of Contractor and subcontractor direct costs, including labor, material, equipment rentals, and approved services, pertaining to such ordered work in the form and detail acceptable to the Construction Manager. The direct costs shall include only the payroll cost for workers and foremen, including wages, fringe benefits as established by negotiated labor agreements or prevailing wages, Workers' Compensation and labor insurance, and labor taxes as established by law. No other fixed labor burdens will be considered, unless approved in writing by the Construction Manager; the cost of materials used and equipment delivered and installed in such work as substantiated by appropriate documents; the cost of construction machinery and equipment based on fair rental or ownership values acceptable to the Construction Manager as described in Paragraph 01 26 00-3.0, **FORCE ACCOUNT PAYMENT**; and the cost of incidentals directly related to such work. The direct costs shall not include any labor or office costs pertaining to the Contractor's managers or superintendents, its office and engineering staff and office facilities, or anyone not directly employed on such work, [travel and per diem expenses incurred by utilizing non-local labor of the Contractor's choosing, incidental job burdens, consumables, submittal preparation](#), nor the cost of small tools as all such indirect costs form a part of the Contractor's indirect overhead expense as defined in Specification Section 00 72 00-6.4.3, [Indirect Overhead](#).

2.2 MARKUPS

Under the method described in Section 01 26 00-1.0b and 1.0c the maximum percentage which will be allowed for the Contractor's indirect field overhead expenses, indirect home office expenses, and Contractor's profit and risk will be:

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a. For work by its own organization, the Contractor may add the following percentages:

- | | |
|--------------------------------|------------|
| 1. Direct Labor | 25 percent |
| 2. Materials | 15 percent |
| 3. Equipment (owned or rented) | 15 percent |

b. For all such work done by subcontractors, such subcontractor may add the same percentages as the Contractor as listed in Section 01 26 00-2.2a above to its actual net increase in direct costs for indirect field overhead expenses, indirect home office overhead expenses, and subcontractor's profit and risk and the Contractor may add up to ten (10) percent of the subcontractor's total for its indirect field overhead expenses, indirect home office expenses, and Contractor's profit and risk.

c. For all such work done by subtier-subcontractors, such sub-subcontractors may add the same percentages as the Contractor as listed in Section 01 26 00-2.2a above to its actual net increase in direct costs for indirect field overhead expenses, indirect home office overhead expenses, and sub-subcontractor's profit and risk, and the subcontractor may add up to ten (10) percent of the sub-subcontractor's total for its indirect field overhead expenses, indirect home office expenses, and subcontractor's profit and risk. The Contractor may add up to five (5) percent of the subcontractor's total for its indirect field overhead expenses, indirect home office expenses, and Contractor's profit and risk.

d. To the total of the actual costs and fees allowed hereinunder, not more than two (2) percent shall be added for additional bond and insurance other than labor insurance. The compensable percentage for additional bonds and insurance shall be based on the Contractor's, subcontractor's and all subtier-subcontractor's actual costs, as substantiated through documentation submitted to the Construction Manager.

e. Markups are only permitted on "arm's length transactions" by the Contractor or subcontractors. Contractor or any subcontractors may not apply markups to intercompany transactions.

The above fixed fees represent the maximum limits which will be allowed, and they include but are not limited to the Contractor's, subcontractor's, and all sub-subcontractor's indirect field overhead expenses, indirect home office overhead expenses profit and risk. The above fixed fees also include all other costs for cost proposal preparation, schedule analysis and preparation, operation and maintenance manual documentation, record documents and change order administration.

When both additions and credits are involved in any one change, the above fixed fees shall be figured on the basis of the net increase, if any, for each area of work, i.e. direct labor, materials, equipment, and subcontractors. To the resulting net increase the amount allowed under Section 01 26 00-2.2d shall be added for additional bond and insurance other than labor insurance. The amount of credit to be allowed by the Contractor to the Authority for any such change which results in a net decrease in cost, if any, for each area of work, that is direct labor, material, equipment, and subcontractors, will be the amount of the actual net decrease and a credit of a minimum of five (5) percent markup as a deduction for profit and a maximum credit of two (2) percent for the reduction in bond and insurance. The Contractor shall not

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claim for anticipated profits on work that may be omitted.

3.0 FORCE ACCOUNT PAYMENT

3.1 GENERAL

If either the amount of work or payment for a Change Order cannot be determined or agreed upon beforehand, the Authority may direct by written Change Order or Field Order that the work be done on a force account basis. The term "force account" shall be understood to mean that payment for the work will be done on a time and expense basis, that is, on an accounting of the Contractor's forces, materials, equipment, and other items of cost as required and used to do the work. For the work performed, payment will be made for the documented actual cost as specified in Section 01 26 00-2.1, GENERAL.

3.2 MARKUPS

Under the method described in Section 01 26 00-1.0d the maximum percentage which will be allowed for the Contractor's indirect field overhead expenses, indirect home office expenses, and Contractor's profit and risk will be:

- a. For work by its own organization, the Contractor may add the following percentages:

1. Direct Labor	15 percent
2. Materials	15 percent
3. Equipment (owned or rented)	15 percent
- b. For all such work done by subcontractors, such subcontractor may add the same percentages as the Contractor as listed in Section 01 26 00-3.2a above to its actual net increase in direct costs for indirect field overhead expenses, indirect home office overhead expenses, and subcontractor's profit and risk and the Contractor may add up to five (5) percent of the subcontractor's total for its indirect field overhead expenses, indirect home office expenses, and Contractor's profit and risk.
- c. For all such work done by subtier-subcontractors, such sub-subcontractors may add the same percentages as the Contractor as listed in Section 01 26 00-3.2a above to its actual net increase in direct costs for indirect field overhead expenses, indirect home office overhead expenses, and sub-subcontractor's profit and risk, and the subcontractor may add up to five (5) percent of the sub-subcontractor's total for its indirect field overhead expenses, indirect home office expenses, and subcontractor's profit and risk. The Contractor may add up to five (5) percent of the subcontractor's total for its indirect field overhead expenses, indirect home office expenses, and Contractor's profit and risk.
- d. To the total of the actual costs and fees allowed hereinunder, not more than two (2) percent shall be added for additional bond and insurance other than labor insurance. The compensable percentage for additional bonds and insurance shall be based on the Contractor's, subcontractors and all subtier-subcontractor's actual costs, as substantiated through documentation submitted to the Construction Manager.

The above fixed fees represent the maximum limits which will be allowed, and they include
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but are not limited to the Contractor's, subcontractor's, and all sub-subcontractor's indirect field overhead expenses, indirect home office overhead expenses profit and risk. The above fixed fees also include all other costs for cost proposal preparation, schedule analysis and preparation, operation and maintenance manual documentation, record documents and change order administration.

The Authority reserves the right to furnish such materials and equipment as it deems expedient, and the Contractor shall have no claim for profit or added fees on the cost of such materials and equipment.

Rental or equivalent rental equipment cost will be allowed for only those days or hours during which the equipment is in actual use. Payment shall be based on actual rental and transportation invoices but shall not exceed the rental rates listed for such equipment in the State of California Department of Transportation publication entitled "Labor Surcharge and Equipment Rental Rates" which is in effect on the date upon which the work is performed. Owner-operated equipment rates shall not exceed the rates in the aforesaid Rental Rate publication plus the labor costs as provided in Section 01 26 00-2.1, GENERAL. The rental cost allowed for equipment will, in all cases, be understood to cover all fuel, supplies, repairs, ownership, and incidental costs and no further allowances will be made for those items, unless specific written agreement to that effect is made. Compensation for idle time of equipment through delays caused by the Authority will be made consistent with Section 8-1.09, Right of Way Delays, of the California Standard Specifications. [Operating rates for pickups will only be utilized when the pickup engine is running, otherwise idle rates will be applied for Contractor's pickups for all changed Work.](#)

Prior to the commencement of force account work, the Contractor shall notify the Construction Manager of its intent to begin work. Labor, equipment and materials furnished on force account work shall be recorded daily by the Contractor upon report sheets furnished by the Construction Manager to the Contractor. The reports, if found to be correct, shall be signed by both the Contractor and Construction Manager, or inspector, and a copy of which shall be furnished to the Construction Manager no later than the working day following the performance of said work. The daily report sheet shall thereafter be considered the true record of force account work provided. If the Construction Manager, or inspector, do not agree with the labor, equipment and/or materials listed on the Contractor's daily force account report, the Contractor and Construction Manager, or inspector, shall sign-off on the items on which they are in agreement. The Construction Manager shall then review the items of disagreement and will advise the Contractor, in writing, of its determination. If the Contractor disagrees with this determination, it shall have the right to file a claim notice as provided in Paragraph 00 72 00-7.3.2.1, Notice.

The Contractor shall maintain its records in such a manner as to provide a clear distinction between the direct costs of work paid for on a force account basis and the costs of other operations.

To receive partial payments and final payment for force account work, the Contractor shall submit, in a manner approved by the Construction Manager, detailed and complete documented verification of the Contractor's and any of its subcontractors' actual costs involved in the force account pursuant to the pertinent Change Order or Field Order. Such costs shall be submitted within thirty (30) days after said work has been performed. No payments will be made for work billed and submitted to the Construction Manager after the

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thirty (30) day period has expired.

The force account invoice shall itemize the materials used and shall cover the direct costs of labor and the charges for equipment rental, whether furnished by the Contractor, subcontractor, or other forces. The invoice shall be in a form acceptable to the Construction Manager and shall provide names or identifications and classifications of workers, the hourly rate of pay and hours worked, and also the size, type, and identification number of equipment and hours operated. Material charges shall be substantiated by valid copies of vendor's invoices.

When both additions and credits are involved in any one change, the above fixed fees shall be figured on the basis of the net increase, if any, for each area of work, i.e. direct labor, materials, equipment, and subcontractors. To the resulting net increase the amount allowed under Section 01 26 00-3.2d shall be added for additional bond and insurance other than labor insurance. The amount of credit to be allowed by the Contractor to the Authority for any such change which results in a net decrease in cost, if any, for each area of work, that is direct labor, material, equipment, and subcontractors will be the amount of the actual net decrease and a credit of a minimum of ~~five-seven and a half~~ (7.5) percent markup as a deduction for profit and a maximum credit of two (2) percent for the reduction in bond and insurance. The Contractor shall not claim for anticipated profits on work that may be omitted.

4.0 UNIT PRICE ADJUSTMENTS

4.1 INCREASED OR DECREASED QUANTITIES

The unit prices as stated in the Bid Schedule and as negotiated in Change Orders shall apply to one hundred (100) percent of the quantity indicated to be estimated quantity for the bid item, plus or minus twenty-five (25) percent unless otherwise specified in Section 01 29 00, **MEASUREMENT AND PAYMENT**.

Increases or decreases in the quantity of a Contract item of work will be determined by comparing the total pay quantity of such item of work with the Bid Schedule therefor.

If the total pay quantity of any item of work required under the Contract varies from the Bid Schedule therefor by 25 percent or less, payment will be made for the quantity of work of said item performed at the Contract unit price therefor, unless eligible for adjustment pursuant to Section 01 26 00-4.2, **CHANGES IN CHARACTER OF WORK**.

If the total pay quantity of any item of work required under the Contract varies from the Bid Schedule therefor by more than 25 percent, in the absence of an executed Contract Change Order specifying the compensation to be paid, the compensation payable to the Contractor will be determined in accordance with Sections 01 26 00-4.1A, 01 26 00-4.1B and 01 26 00-4.1C, as the case may be.

A. INCREASES OF MORE THAN 25 PERCENT

Should the total pay quantity of any item of work required under the Contract exceed the Bid Schedule therefor by more than 25 percent, the work in excess of 125 percent of such Bid Schedule quantity and not covered by an executed Contract Change Order specifying the compensation to be paid therefor will be paid for by adjusting the

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Contract unit price, as hereinafter provided, or at the option of the Construction Manager, payment for the work involved in such excess will be made on the basis of force account as provided in Section 01 26 00-3.0, **FORCE ACCOUNT PAYMENT**.

Such adjustment of the Contract unit price will be the difference between the Contract unit price and the actual unit cost, which will be determined as hereinafter provided, of the total pay quantity of the item. If the costs applicable to such item of work include fixed costs, such fixed costs will be deemed to have been recovered by the Contractor by the payments made for 125 percent of the Bid Schedule of the quantity for such item, and in computing the actual unit cost, such fixed costs will be excluded. Subject to the above provisions, such actual unit costs will be excluded. Subject to the above provisions, such actual unit cost will be determined by the Construction Manager in the same manner as if the work were to be paid for on a force account basis as provided in Section 01 26 00-3.0, **FORCE ACCOUNT PAYMENT**; or such adjustment will be as agreed to by the Contractor and the Construction Manager.

When the compensation payable for the number of units of an item of work performed in excess of 125 percent of the Bid Schedule is less than \$5,000 at the applicable Contract unit price, the Construction Manager reserves the right to make no adjustment in said price if he so elects, except that an adjustment will be made if requested in writing by the Contractor.

B. DECREASES OF MORE THAN 25 PERCENT

Should the total pay quantity of any item of work required under the Contract be less than 75 percent of the Bid Schedule therefor, an adjustment in compensation pursuant to this Section will not be made unless the Contractor so requests in writing. If the Contractor so requests, the quantity of said item performed, unless covered by an executed Contract Change Order specifying the compensation payable therefor, will be paid for by adjusting the Contract unit price as hereinafter provided, or at the option of the Construction Manager, payment for the quantity of the work of such item performed will be made on the basis of force account as provided in Section 01 26 00-3.0, **FORCE ACCOUNT PAYMENT**, provided however, that in no case shall the payment for such work be less than that which would be made at the Contract unit price.

Such adjustment of the Contract unit price will be the difference between the Contract unit price and the actual unit cost, which will be determined as hereinafter provided, of the total pay quantity of the item, including fixed costs. Such actual unit cost will be determined by the Construction Manager in the same manner as if the work were to be paid for on a force account basis as provided in Section 01 26 00-3.0, **FORCE ACCOUNT PAYMENT**; or such adjustment will be as agreed to by the Contractor and the Construction Manager.

The payment for the total pay quantity of such item of work will in no case exceed the payment which would be made for the performance of 75 percent of the Bid Schedule of the quantity for such item at the original Contract unit price.

C. ELIMINATED ITEMS

Should any Contract item of the work be eliminated in its entirety, in the absence of an executed Contract Change Order covering such elimination, payment will be made to the Contractor for actual costs incurred in connection with such eliminated Contract item if incurred prior to the date of notification in writing by the Construction Manager of such elimination.

If acceptable material is ordered by the Contractor for the eliminated item prior to the date of notification of such elimination by the Construction Manager, and if orders for such material cannot be canceled, it will be paid for at the actual cost to the Contractor. In such case, the material paid for shall become the property of the Authority and the actual cost of any further handling will be paid for. If the material is returnable to the vendor and if the Construction Manager so directs, the material shall be returned and the Contractor will be paid for the actual cost of charges made by the vendor for returning the material. The actual cost of handling returned material will be paid for.

The actual costs or charges to be paid by the Authority to the Contractor as provided in this Section 01 26 00-4.1C, **ELIMINATED ITEMS**, will be computed in the same manner as if the work were to be paid for on a force account basis as provided in Section 01 26 00-3.0, **FORCE ACCOUNT PAYMENT**.

4.2 CHANGES IN CHARACTER OF WORK

If an ordered change in the plans or specifications materially changes the character of the work of a Contract item from that on which the Contractor based his Bid price, and if the change increases or decreases the actual unit cost of such changed item as compared to the actual or estimated actual unit cost of performing the work of said item in accordance with the plans and specifications originally applicable thereto, in the absence of an executed Contract Change Order specifying the compensation payable, an adjustment in compensation therefor will be made in accordance with the following.

The basis of such adjustment in compensation will be the difference between the actual unit cost to perform the work of said item or portion thereof involved in the change as originally planned and the actual unit cost of performing the work of said item or portion thereof involved in the change, as changed. Actual unit costs will be determined by the Construction Manager in the same manner as if the work were to be paid for on a force account basis as provided in Section 01 26 00-3.0, **FORCE ACCOUNT PAYMENT**; or such adjustment will be as agreed to by the Contractor and the Construction Manager. Any such adjustment will apply only to the portion of the work of said item actually changed in character. At the option of the Construction Manager, the work of said item or portion of item which is changed in character will be paid for by force account as provided in Section 01 26 00-3.0, **FORCE ACCOUNT PAYMENT**.

If the compensation for an item of work is adjusted under this Section 01 26 00-4.2, CHANGES IN CHARACTER OF WORK, the costs recognized in determining such adjustment shall be excluded from consideration in making an adjustment for such item of work under the provisions in Section 01 26 00-4.1, INCREASED OR DECREASED QUANTITIES.

5.0 **TIME EXTENSIONS FOR CHANGE ORDERS**

If the Contractor requests a time extension for the extra work necessitated by a proposed INSERT PROJECT NAME (INSERT CIP) *SVCW Specifications*
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Change Order, the request must comply with the applicable requirements of Paragraph 01 32 16-6.0, **TIME IMPACT ANALYSES**.

6.0 COST-REDUCTION INCENTIVE

6.1 GENERAL

The cost-reduction incentive program provides a mechanism by which the Contractor can be motivated to use his construction expertise to improve Contract performance and thereby create an overall reduction in the total cost of the Contract. The Contractor and his subcontractors may participate in the cost-reduction program; however, participation of the subcontractors shall be through the Contractor. In addition, the sharing arrangement between the Contractor and his subcontractor must be mutually agreed upon by the Contractor and his subcontractor, and written evidence of such agreement will be submitted along with the submittal of the cost-reduction proposal.

Cost-reduction proposals shall comply with the following conditions:

1. The proposed change shall not impair, in any manner, the essential functions or characteristics of the Project, including but not limited to, service life, economy of operation, ease of maintenance, desired appearance, or design and safety standards.
2. The proposed change will not cause undue interruption of the Contract Work, nor shall the proposed change be allowed to extend the contractual completion date of the Project unless an extension provides a specific project benefit.
3. The proposed change shall be in compliance with all local permits and regulations and code requirements as set forth in the Contract Documents.
4. The proposed change shall not involve payment of royalties by the Authority to the Contractor.

6.2 PROPOSAL SUBMITTAL

The cost-reduction proposal shall generally conform to Section 01 33 23, **SHOP DRAWINGS, PRODUCT DATA, AND SAMPLES**.

The cost-reduction proposals shall contain as a minimum the following information:

1. Name of individuals associated with the development and preparation of the cost-reduction proposal.
2. A detailed description and duly signed plans and specifications showing work as presently designed and the proposed changes. Clear identification of all advantages and disadvantages for each change proposed.
3. A detailed procedure and schedule for implementing the proposed change. This detailed procedure and schedule shall include all necessary Contract amendments. Also indicate the date that the cost-reduction proposal needs to be approved for implementation.

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4. A summary of estimated costs which shall include but not limited to the following:
 - a. Project construction costs before and after the cost-reduction proposal. This shall be a detailed estimate identifying the following items:
 - 1) Quantities of material and equipment.
 - 2) Unit prices of materials and equipment.
 - 3) Labor hours and rates for installation.
 - 4) Equipment hours and rates for installation.
 - 5) Subcontractor and prime Contractor markups.
 - 6) Other estimate items necessary to evaluate the proposal.
 - b. Operation and maintenance costs before and after the cost-reduction proposal.
 - c. Costs for implementing the cost-reduction proposal not included in item 4a above.
 - d. Other costs as required to meet all local permits, regulations, and code requirements as set forth in the Contract Documents.
 - e. Time required for execution of the proposed change.
5. A copy of the current Contractor's schedule showing all changes which would occur if the cost-reduction proposal were accepted.

The provisions of Section 01 26 00-6.0, COST-REDUCTION INCENTIVE shall not be construed to require the Authority or Design Consultant to consider any cost-reduction proposal which may be submitted. The Authority will not be liable to the Contractor for failure to accept or act upon any cost-reduction proposal submitted pursuant to this section nor for any delays to the Work attributable to any such proposal.

If a cost-reduction proposal is similar to a change in the Plans or Specifications, under consideration by the Authority for the Project, at the time said proposal is submitted, or if such a proposal is based upon or similar to standard specifications, standard special provisions, or standard plans adopted by the Authority after the advertisement for the Contract, the Authority will not accept such proposal, and the Authority reserves the right to make such changes without cost-reduction compensation to the Contractor under the provisions of this section.

The Contractor shall continue to perform the Work in accordance with the requirements of the Contract until an executed Change Order, incorporating the cost-reduction proposal has been issued. If an executed Change Order has not been issued by the date upon which the Contractor's cost-reduction proposal specifies that a decision thereon should be made, or such other date as the Contractor may subsequently have specified in writing, such cost-reduction proposal shall be deemed rejected.

The Authority shall be the sole judge of the acceptability of the cost-reduction proposal and the estimated net savings in construction costs from the adoption of all or any part of such proposal. In determining the estimated net savings, the right is reserved to disregard the

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Contract Bid Prices if in the judgment of the Authority, such prices do not represent a fair measure of the value of work to be performed or to be deleted.

The Authority reserves the right, where it deems such action appropriate, to require the Contractor to share in the Authority's costs of investigating a cost-reduction proposal submitted by the Contractor as a condition of considering such proposal. Where such a condition is imposed, the Contractor shall indicate its acceptance thereof in writing, and such acceptance shall constitute full authority for the Authority to deduct amounts payable to the Authority from any monies due or may become due to the Contractor under the Contract.

6.3 ACCEPTANCE

If the Contractor's cost-reduction proposal is accepted in whole or in part, such acceptance will be by a Contract Change Order, which shall specifically state that it is executed pursuant to Section 01 26 00, **MODIFICATION PROCEDURES**. Such Contract Change Order shall incorporate the changes in the Plans and Specifications, which are necessary to be put into effect and shall include any conditions upon which the Authority's approval thereof is based if the approval of the Authority is conditional. The Contract Change Order shall also set forth estimated net savings in construction costs attributable to the cost-reduction proposal effectuated by the Contract Change Order and shall further provide that the Contractor be paid fifty (50) percent of said estimated net savings amount. The Contractor's cost of preparing the cost-reduction proposal and the Authority's costs of investigating a cost-reduction proposal, including any portion thereof paid by the Contractor, shall be excluded from consideration in determining the estimated net savings in construction costs.

Acceptance of the cost-reduction proposal and performance of the work thereunder shall not extend the time of completion of the Contract, unless specifically provided for in the Contract Change Order authorizing the use of the cost-reduction proposal.

The amount specified to be paid to the Contractor in the Contract Change Order which effectuates a cost-reduction proposal shall constitute full compensation to the Contractor for the cost-reduction proposal and the performance of the work thereof pursuant to the said Contract Change Order.

The Authority expressly reserves the right to adopt a cost-reduction proposal for general use on contracts administrated by the Authority when it determines that said proposal is suitable for the application to other contracts. When an accepted cost-reduction proposal is adopted for general use, only the Contractor who first submitted such proposal will be eligible for compensation pursuant to this section, and in that case, only as to those contracts awarded to this same Contractor prior to submission of the accepted cost-reduction proposal and as to which such cost-reduction proposal is also submitted and accepted. Cost-reduction proposals identical or similar to previously submitted proposals will be eligible for consideration and compensation under the provisions of this section, if the identical or similar previously submitted proposals were not adopted for general application to other contracts administered by the Authority.

*****END OF SECTION*****

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SECTION 01 29 00

MEASUREMENT AND PAYMENT

1.0 MEASUREMENT AND PAYMENT

Bid Items shall be lump sums or unit prices as indicated, complete and paid for on the basis of percentage of completion, or quantities of work performed as specified herein and in accordance with Section 01 29 00-3.0, CONTRACTOR'S COST BREAKDOWN.

2.0 DESCRIPTION OF BID ITEMS

A. GENERAL

Bid Item(s) 1, ____, ____, ____ and ____, is/are presented to indicate major categories of the work for purposes of comparative bid analyses and payment breakdown for monthly progress payments and as in the case of Bid Item(s) ____, ____, ____ and ____, to comply with the California Labor Code relating to the price for sheeting, shoring, and bracing of excavations. Bid Items are not intended to be exclusive descriptions of work categories and the Contractor shall determine and include in its pricing all materials, labor, and equipment necessary to complete each Bid Item (work phase) as shown and specified.

Note to Specification Preparer: Insert BID ITEMS as needed to match the BID SCHEDULE in Section 00 41 00. Delete this note during specification development.

B. BID ITEM 1 – (Insert Bid Item Title)

Bid Item 1 includes (Insert Bid Item DESCRIPTION)

C. BID ITEM 2 – (Insert Bid Item Title)

Bid Item 2 includes (Insert Bid Item DESCRIPTION)

D. ALTERNATES

BID ALTERNATE A – (Insert Bid Alternate Title)

Bid Alternate A includes (Insert Bid Item DESCRIPTION)

BID ALTERNATE B – (Insert Bid Alternate Title)

Bid Alternate B includes (Insert Bid Item DESCRIPTION)

3.0 CONTRACTOR'S COST BREAKDOWN

For work to be performed for a lump sum amount, the Contractor shall submit a cost breakdown to the Construction Manager prior to the first payment and within ten (10) days after Notice to Proceed. The cost breakdown, as agreed upon by the Contractor and the

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Construction Manager, shall be used for preparing future estimates for partial payments to the Contractor, and shall list the major items of work with a cost fairly apportioned to each item. Mobilization, overhead, bond, insurance, other general costs and profit shall be prorated to each item so that the total of the prices for all items equal the lump sum price. At the discretion of the Construction Manager, mobilization, bond and insurance costs may be provided for separately if accompanied by invoices to verify actual expenses. The cost breakdown shall not be considered in determining payment or credit for additional or deleted work.

The cost breakdown shall be generally in the same format as the Contract Specifications divisions and subdivisions, with major items of work listed individually. The cost breakdown shall be by area, structure, or other logical division of work. The cost breakdown for architectural, structural, mechanical, and electrical work shall include separate items for identifiable portions of the structures. The cost breakdown shall include separate allowances for any testing and startup work required. Measurable approximate quantities of work performed by the Contractor or its subcontractors shall be provided. For quantities that are the sum total of several individual quantities, backup summaries shall be provided which list the individual descriptions and quantities. These summaries then will be used to determine the quantities of work in place in subsequent partial payment requests.

The above is a statement of the intent of the Contract Documents to provide a moderate level of detail, acceptable to the Construction Manager, to allow a fair and reasonable estimate to be made of the value of work installed. The detail of the cost breakdown must be sufficient to provide timely processing of the monthly partial payment request.

The cost breakdown will be subject to the approval of the Construction Manager, and upon request, the Contractor shall substantiate the cost for any or all items and provide additional level of detail, including quantities of work. The cost breakdown shall be sufficiently detailed to permit its use by the Construction Manager as one of the bases for evaluating requests for payments. The Construction Manager shall be the sole judge of the adequacy of the cost breakdown.

***** END OF SECTION *****

SECTION 01 31 19

PROJECT MEETINGS

1.0 PRE-CONSTRUCTION CONFERENCE

Prior to the start of construction, the Authority will conduct a pre-construction conference. At the conference the Authority will review the Contractor's proposed schedule of operations and the construction procedure and sequence requirements. Also discussed will be the Contractor's field organization, submittals, partial payments, change order procedures, safety requirements, permits and inspections, and other matters.

In order to properly facilitate Project communications and document control, all parties are required to include the Project CIP number on all correspondence, transmittals, submittals, RFIs, payment requests, change order requests and all other Project related information.

2.0 PROGRESS MEETINGS

The Construction Manager shall schedule, arrange and conduct progress meetings. These meetings shall be conducted not more than once per week and shall be attended by the Contractor's superintendent and representatives of all subcontractors, utilities, and others that are active in the execution of the Work. The purpose of these meetings shall be to review the Contractor's three-week schedule provided in accordance with 01 32 16-7.0, Weekly Activities Plan, resolve conflicts, and, in general, coordinate and expedite the execution of the Work.

The Construction Manager shall prepare and distribute a Record of Discussions. The Contractor shall verify that the Record of Discussions, otherwise known as minutes, are an accurate record of the meeting within one week of the distribution of the Record of Discussions.

***** END OF SECTION *****

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SECTION 01 31 23

PROJECT CONTROL SYSTEM

1.0 WEB DATABASE

The Authority will use and maintain a web-based database as the primary means of communication related to the Project's correspondence, submittals, requests for information (RFIs), advisory notices, and non-compliance issues. Correspondence from the Contractor shall be sent to the Construction Manager via the PROCORE System.

The Construction Manager and Contractor shall utilize PROCORE's system for electronic submittal of all data and documents (unless specified otherwise by the Construction Manager) throughout the duration of the Contract. PROCORE is a web-based electronic media site that is hosted by PROCORE LLC utilizing their PROCORE web solution. PROCORE will be made available to the Contractor's project personnel. The joint use of this system is to facilitate electronic exchange of information, automation of key processes, and overall management of the Contract. PROCORE shall be the primary means of project information submission and management. When required by the Construction Manager, paper documents will also be required. In the event of discrepancy between the electronic version and paper documents, the document uploaded to PROCORE, the official record of the Project will govern. PROCORE is a registered trademarks of PROCORE LLC.

1.1 USER ACCESS LIMITATIONS

The Construction Manager will control the Contractor's access to PROCORE by allowing access and assigning user profiles to accepted Contractor personnel. User profiles will define levels of access into the system, determine assigned function-based authorizations (determines what can be seen) and user privileges (determines what they can do).

1.2 AUTOMATED SYSTEM NOTIFICATION AND AUDIT LOG TRACKING

Review comments made (or lack thereof) by the Construction Manager and Design Consultant on Contractor submitted documentation shall not relieve the Contractor from compliance with requirements of the Contract Documents. The Contractor is responsible for managing, tracking, and documenting the Work to comply with the requirements of the Contract Documents. Neither automated system notifications nor audit logs constitute validation of the Contractor's submitted information.

1.3 CONTRACTOR RESPONSIBILITY

The Contractor shall be responsible for the validity of their information placed in PROCORE and for the abilities of their personnel. Accepted users shall be knowledgeable in the use of computers, including Internet Browsers, email programs, CAD drawing applications, and Adobe Portable Document Format (PDF) document distribution program. Adobe PDF documents shall be created through electronic conversion rather than optically scanned whenever possible. The Contractor is responsible for the training of their personnel in the use of PROCORE (outside what is provided by the Construction Manager) and the other programs

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indicated above as needed.

1.3.1 User Access Administration

Provide a list of Contractor's key PROCORE personnel for the Construction Manager's acceptance. The Construction Manager is responsible for adding and removing users from the system. The Construction Manager reserves the right to perform a security check on all potential users.

1.4 CONNECTIVITY PROBLEMS

PROCORE is a web-based environment and therefore subject to the inherent speed and connectivity problems of the Internet. The Contractor is responsible for its own connectivity to the Internet. PROCORE response time is dependent on the Contractor's equipment, including processor speed, Internet access speed, etc. and current traffic on the Internet. The Authority and Construction Manager will not be liable for any delays associated from the usage of PROCORE including, but not limited to: slow response time, down time periods, connectivity problems, or loss of information. The Contractor will ensure that connectivity to the PROCORE system (whether at the home office or job site) is accomplished through some form of high-speed communications with 1 Mbps as the minimum bandwidth requirements for using the system. It is recommended a faster connection be used when uploading pictures and files into the system. Under no circumstances shall the usage of PROCORE be grounds for a time extension or cost adjustment to the Contract. If there are problems that persist with the PROCORE site for more than 24 consecutive hours that prevent the electronic submission of data by the Contractor, the Contractor may submit documents in paper form to the Construction Manager until such time that the Construction Manager notifies the Contractor that the PROCORE site is operable and available for use.

1.5 TRAINING

The Authority has arranged for the following training to be provided to the Contractor. The Construction Manager will provide a one-hour training class to the Contractor within ten (10) days of NTP at a time mutually agreeable to Contractor and Construction Manager. Thereafter the Construction Manager will provide up to one hour of additional training via telephone during the project per month of the project life.

2.0 **EQUIPMENT**

In order to process correspondence, submittals, and RFIs, the Contractor must provide and have in place for its own use the required basic components outlined below:

2.1 HARDWARE

A computer with internet access and sufficient capabilities to perform all duties stated in Section 01 31 23; a scanner at least large enough to scan 11" x 17" sheets with sufficient resolution to maintain clarity and legibility of the document at its native size; and a color printer of sufficient size and capacity to accept incoming correspondence as described in this section.

2.2 SOFTWARE

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Adobe Acrobat 9 Standard or higher; Microsoft's Internet Explorer v9 or higher; Microsoft Office 2010 or higher, including but not limited to Microsoft Word and Microsoft Excel.

PROCORE currently supports Mozilla's Firefox v15.0.1 and newer, Google Chrome v22.01229.79 m and newer, Apple's Safari v6 and newer, and Microsoft's Internet Explorer v9 and newer web browsers for accessing the application. Certain functions may not be available when using any program other than the newest version of the respective web browser.

2.3 FACILITIES

The Contractor shall make its own arrangements to provide high-speed (minimum speed: download 1Mbps/upload 1Mbps) internet connection for its own use as soon as practicable.

3.0 EXECUTION

Items to be uploaded to PROCORE by the Construction Manager include but are not limited to: RFI responses, Submittal comments, Clarification Letters, Design Clarifications, Field Orders, and Contract Change Orders, et al. Items to be uploaded to PROCORE by the Contractor include but are not limited to: RFIs, Submittals, Potential Change Orders, and System Outage Requests, et al. These items will be attached in PDF file format. These attachments may include files that need to be viewed and/or printed in color. Formal letters, stop notices, Field Orders, and Contract Change Orders shall always include a wet-signed hard copy.

3.1 PROCORE UTILIZATION

All project related correspondence (RFIs, submittals, etc.) originated by the Contractor or Subcontractor, Supplier, et al. shall be uploaded to PROCORE and directed to the Construction Manager by the Contractor, unless otherwise indicated in the Specifications.

3.1.1 Submittals

PROCORE shall be utilized in connection with submittal preparation and information management as required by the Contract Documents and the Construction Manager. The use of the electronic communication does not waive requirements for the provision of hard copies of formal correspondence and submittals. Any hard copies of documents must match electronic copies of those documents.

Submittals shall be in accordance with Section 01 33 23, **SHOP DRAWINGS PRODUCT DATA AND SAMPLES**. The provisions of Section 01 33 23 shall apply both to electronic copies and hard copies of submittals, unless otherwise stated in writing by the Construction Manager.

3.2 TERMINATION OF USE

The Authority reserves the right to terminate the use of PROCORE for the electronic submission of data to the Authority. The Authority may provide an alternate project control system or require the use of paper documents submitted in accordance with the Contract Documents. The Contractor will be provided, in writing, ten (10) days' notice that The Authority INSERT PROJECT NAME (INSERT CIP) *SVCW Specifications*
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intends to discontinue use of PROCORE.

3.3 ADOBE PDF

All information, comments, questions and statements shall be scanned and/or converted to the PDF file format and attached to the PROCORE system. Items to be sent via PROCORE system include but are not limited to large-format plan sheets (22" x 34" or larger), small-format plan sheets, pages within tabbed binders, RFIs, transmittal sheets, et al. The PDF attachments supplied to the Construction Manager shall be in a sufficient resolution to be fully legible at its native size.

All separate files within a given piece of correspondence shall be combined into a single PDF document (i.e. An RFI that contains a text file and two photo files shall be combined into a single PDF document prior to delivery to the Construction Manager.)

3.4 LABELING FORMAT

The subject line of each email, and the file name of any attached files shall begin with the file labeling scheme:

RFI_XXXY_(Contractor Name)_(Subject)
Letter_XXXY_(Contractor Name)_(Subject)
Transmittal_XXXY_(Contractor Name)_(Subject)
PCO_XXXY_(Contractor Name)_(Subject)

The first section of the label indicates the type of correspondence (i.e RFI). "XXX" indicates a unique number, sequentially assigned for the given piece of correspondence. "Y" is a sequential letter assigned for revised or resubmitted documents, i.e. A, B, or C being the 1st, 2nd, and 3rd revision or resubmittal, respectively. "(Contractor Name)" indicates to the database that the correspondence is from the Contractor. The Contractor will indicate the subject at the end of the numbering scheme. Each piece of correspondence shall be sent in a separate email.

3.4.1 Submittals – The subject line of each email, and the file name of any attached files shall begin with the file labeling scheme, where "XXXXX" indicates the specification section from which the submittal originates:

Submittal_XXXXX-ZZ.Y_(Contractor Name)_(Subject)

If a submittal package has multiple items, each item shall be considered a separate piece of correspondence and sent separately. For example, if "Submittal 3: Concrete" had two items, "3.01: Mix Design," and "3.02: Curing Compound," two separate items would be emailed to the Construction Manager labeled as:

Submittal_XXXXX-03.01_(Contractor Name)_Mix Design
Submittal_XXXXX-03.02_(Contractor Name)_Curing Compound

3.5 ORIGINAL DOCUMENTS

Where possible, the Contractor will obtain the electronic document from its original source to
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maintain the integrity, legibility, and searchability of the document.

3.6 ORGANIZATION

The information included in the attachments shall be organized in a logical and thoughtful manner. Where the information originated in a tabbed format (a binder, for example), the scanned and/or converted PDF file shall be electronically bookmarked accordingly using the "bookmark" function of Adobe Acrobat 9 Standard.

3.7 PRINTING

Except where otherwise indicated, the Contractor will receive no hard copies of the above outlined correspondence. The Contractor will be required to print for its use, in color if necessary, any record copies, field copies, sub-contractor copies, etc. if such copies are desired.

3.8 PROJECT FORMS

The Contractor shall use its own correspondence forms for attachments uploaded to PROCORE. These forms shall include the identifying information specific to the PDF document succeeding the cover form. Additionally, the Contractor shall input all identifying information within PROCORE as requested when generating a new document within the system.

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SECTION 01 32 16

CONSTRUCTION SCHEDULES

1.0 GENERAL

The Contractor shall provide a Construction Schedule which shall be subject to the favorable review of the Construction Manager and the Authority.

Note to Specification Preparer: Select 2.0 or 3.0. See Checklist. Delete the paragraph not used and note "NOT USED" next to the paragraph number (i.e. "2.0 NOT USED"). Remove shading for the paragraph used. Delete this note during specification development.

2.0 CONSTRUCTION SCHEDULE

2.1 GENERAL

The Baseline Schedule shall be submitted within ten (10) days of Notice to Proceed and favorably reviewed by the Construction Manager before the first partial payment can be made.

2.2 BASELINE SCHEDULE

The Contractor shall submit the Baseline Schedule based on the Critical Path Method (CPM) using the Precedence Diagramming Method (PDM) format. The Baseline Schedule shall indicate preceding activity relationships and/or restraints where applicable and a critical path shall be indicated. The Baseline Schedule shall be time scaled and shall be drafted to show a continuous flow from left to right. The Baseline Schedule shall clearly show the sequence of construction operations and specifically list:

- a. The start and completion dates of all work items.
- b. The dates of submittals, procurement, delivery, installation and completion of each major equipment and material requirement.
- c. Specified milestone events or other significant stages of completion as defined in Section 00 73 00-1.1, TIME ALLOWED FOR COMPLETION, and Section 01 11 00-2.0, **CONSTRUCTION PROCEDURE AND SEQUENCE**, and system shutdown and tie-in dates must be identified and included on the schedule as milestones.
- d. The lead time required for testing, inspection and other procedures required prior to acceptance of the work.

Activities shall be no longer than ten (10) workdays, except for submittals and delivery items. If an activity takes longer, it shall be broken into appropriate segments of work for measurement of progress. This limitation may be waived, upon approval of the Construction Manager, for repetitious activities of longer durations for which progress can be easily

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monitored.

To the extent that the favorably reviewed initial Baseline Schedule, or revisions thereto, indicate anything not jointly agreed upon, it shall be deemed to be not favorably reviewed by the Construction Manager. Any omission of work from the detailed Baseline Schedule, otherwise required for Contract compliance, will not excuse the Contractor from completing such work within any applicable completion date.

The Contractor shall produce and provide time-scaled network logic diagrams. The network logic diagram shall be clear and legible. Critical activities shall be indicated in red color on both schedules.

Contractor shall use Primavera scheduling software (SureTrak, Contractor, P3 or P6). The Contractor shall submit a properly formatted electronic file for the initial Baseline Schedule and all monthly updates with the network logic diagram and mathematical analyses.

2.3 REPORTS

The following report shall be submitted with the Baseline Schedule:

CPM Schedule: A CPM network report sorted by activity number which lists each activity description, early start and finish dates, preceding and succeeding activities and restraints, including lead/lag durations. The report shall show the Critical Path. The Critical Path is defined as the longest continuous path of activities in a network logic diagram with the least amount of float.

2.4 FLOAT

“Total Float” or “Float” shall be defined as the difference between the early finish and late finish dates of an activity. An activity with zero float represents an activity on the “Critical Path” of Project completion.

On the Baseline Schedule, delineate the specified Contract duration and identify the planned completion of the Work as the final milestone. The time period between these two dates, if any, shall be considered Contract Float. Float in any activity, milestone completion date or Contract completion date shall be considered a resource available to both the Authority and the Contractor. Neither the Authority nor the Contractor has ownership of the Float. Float is for the benefit of the Project. Favorable review of the Contractor’s Baseline Schedule, monthly updates or revised schedule, when based on less time than the maximum time allowed for the milestone(s) or Contract completion does not serve to change any Contract Time duration, nor serve as a waiver of the Contractor’s nor the Authority’s right to utilize the full amount of time specified in the Contract, unless so modified in a Contract Change Order.

If the Contractor’s schedule is based on less time than the maximum time allowed for milestone(s) or Contract completion no compensation for indirect overhead expenses will be considered until the expiration of the entire time periods provided for in the Contract as adjusted by any time extensions granted other than compensable time extensions. In such case refer to Section 00 72 00-6.4.3, Indirect Overhead, for further provisions on the reimbursement of indirect overhead expenses.

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Note to Specification Preparer: Select 2.0 or 3.0. See Checklist. Delete the paragraph not used and note "NOT USED" next to the paragraph number (i.e. "2.0 NOT USED"). Remove shading for the paragraph used. Delete this note during specification development.

3.0 CONSTRUCTION SCHEDULE

3.1 GENERAL

The Construction Schedule for this Project will also be referred to as the Critical Path Method (CPM) Schedule.

The Contractor shall designate, in writing, an authorized representative in its firm who will be responsible for the preparation, revising, and updating of the CPM Schedule. The Contractor's representative shall have direct project control and complete authority to act on behalf of the Contractor in fulfilling the construction scheduling requirements set forth herein, and such authority will not be interrupted throughout the duration of the Project. The requirements for the CPM Schedule are included to assure adequate planning and execution of the Work and to assist the Construction Manager in appraising the reasonableness of the proposed schedule and evaluating progress of the Work.

Within seven (7) days from award of the Contract, the Contractor shall submit to the Construction Manager demonstration of competence in the use of CPM Scheduling, including evidence of the use of CPM Scheduling on a project of similar value and complexity. In the event of the failure of the Contractor to satisfy the Construction Manager of its CPM Scheduling competence, the Contractor will be required to employ a qualified CPM consultant who regularly performs these services and who in the opinion of the Construction Manager possesses the qualifications required to perform CPM Scheduling for this Project.

Demonstration of competence in the use of CPM Scheduling shall be indicated by providing evidence to verify capability of using the Critical Path Method of construction scheduling by submitting: (1) The Contractor's or its CPM Consultant's experience in the application of CPM Scheduling techniques for at least two construction projects of similar size and complexity which were successfully controlled by the Contractor or its CPM consultant throughout their duration by means of CPM Scheduling and periodic systematic reviews of the CPM Schedules; (2) The Contractor's or its CPM consultant's experience with computer programs for production of CPM Schedules; and (3) Information regarding the Contractor's or its CPM consultant's computer facilities (either by possession or contractual access).

3.2 PRELIMINARY CONSTRUCTION SCHEDULE

3.2.1 Within ten (10) days after receipt of Notice to Proceed, the Contractor shall submit a Preliminary Construction Schedule using a time-scaled network logic diagram using the Precedence Diagramming Method format covering the following project phases and activities:

- a. Procurement and Submittals, including shop drawings and fabrication and delivery of key and long lead time procurement activities.

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1. The Contractor's submittal information shall show intended submittal dates and shall be incorporated into the Baseline Schedule.
 2. The delivery information shall include realistic delivery dates for the procurement activities.
- b. The activities planned for the first ninety (90) days in the execution of the Work.
 - c. The approach to scheduling the remaining activities or phases of the Work shall be represented by at least one (1) summary activity for each major phase or activity. The total duration of the summary activities shall equal the Contract Time.
 - d. Approximate duration for each summary activity representing the Contractor's best estimate for the work the summary activity represents.

3.2.2 The Preliminary Construction Schedule shall describe the activities to be accomplished and their dependency subject to all requirements under these Construction Schedule provisions, as appropriate. The Preliminary Construction Schedule will be used temporarily to record and monitor the progress of the Work until the Baseline Schedule specified hereinafter, has been completely developed and favorably reviewed. Recorded data on the Preliminary Construction Schedule shall be incorporated into the Baseline Schedule during the first schedule update.

3.2.3 The Construction Manager shall review the Preliminary Construction Schedule and provide any comments, its favorable review of the Preliminary Construction Schedule, or request a meeting to review the Preliminary Construction Schedule with the Contractor within ten (10) days of receipt of the schedule. If requested, the Contractor shall participate in a review and evaluation of the Preliminary Construction Schedule with the Construction Manager. Any revisions necessary as a result of this review shall be resubmitted for review by the Construction Manager within five (5) days.

3.3 BASELINE SCHEDULE

3.3.1 Baseline Schedule Submittal - The Contractor shall submit an acceptable Critical Path Method (CPM) Schedule to the Construction Manager within thirty (30) days after the receipt of the Notice to Proceed. Subsequent revisions to the Baseline Schedule shall be submitted as set forth hereinafter.

The Contractor shall produce and provide time-scaled network logic diagrams. The network logic diagram shall be clear and legible. Critical activities shall be indicated in red color on both schedules.

The Construction Manager shall review the Baseline Schedule and provide any comments, its favorable review of the Baseline Schedule, or request a meeting to review the Baseline Schedule with the Contractor within fifteen (15) days of receipt of the Baseline Schedule. If requested, the Contractor shall participate in a review and evaluation of the proposed network diagrams and analysis by the Construction Manager. Any revisions necessary as a result of this review shall be resubmitted for review by the Construction Manager within ten (10) days. The favorably reviewed Baseline Schedule shall then be the Construction Schedule to be used by the Contractor for planning, organizing, and directing the Work, and for reporting

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progress. If the Contractor thereafter desires to make significant changes in its method of operating and scheduling, the Contractor shall notify the Construction Manager in writing stating the reasons for the change. Only one partial payment will be made prior to submission and favorable review of the Baseline Schedule.

To the extent that the favorably reviewed initial Baseline Schedule, or revisions thereto, indicate anything not jointly agreed upon, it shall be deemed to be not favorably reviewed by the Construction Manager. Any omission of work from the detailed Baseline Schedule, otherwise required for Contract compliance, will not excuse the Contractor from completing such work within any applicable completion date.

3.3.2 Schedule Type - The CPM Schedule submitted under this Specification shall utilize a Critical Path Method (CPM) format using the Precedence Diagramming Method (PDM). The schedule shall indicate completion of the Project at the Contract completion date and shall incorporate the entire Project duration. As provided for in Section 00 72 00-6.2, CONTRACT TIME, the Contractor is required to base their Bid and the construction schedule on the entire Contract Time and include its field and home office overhead costs in the Bid for the entire Contract Time as defined in Section 00 73 00-1.1, TIME ALLOWED FOR COMPLETION.

The Critical Path is defined as the longest continuous path of activities in a network logic diagram with the least amount of float.

Contractor shall use Primavera scheduling software (SureTrak, Contractor, P3 or P6). The Contractor shall submit a properly formatted electronic file for the initial Baseline Schedule and all monthly updates with the network logic diagram and mathematical analyses.

The CPM Schedule shall not incorporate resource loading and leveling. The Contractor shall provide hard coded logic constraints as necessary to incorporate any resource requirements that may be applicable to the Project construction. The Contractor shall determine and allocate the proper resources to complete the Project by the specified Contract Completion date.

3.3.3 Network Logic Diagram - The diagrams shall show elements of the Project in detail and an entire project summary. Diagrams shall show the order and interdependence of activities and sequence in which the Work is to be accomplished as planned by the Contractor. The basic concept of a network analysis diagram shall be followed to show how the start of a given activity is dependent on the completion of preceding activities and its completion restricts the start of following activities. Network logic diagrams shall be time scaled.

The graphic network logic diagram shall include for each activity, the description, activity number, the estimated duration in workdays, and all activity relationship lines. The network logic diagram shall be drawn for the early start and early finish of all activities.

3.3.4 Reports

The following information shall be furnished as a minimum for each activity;

- a. activity description and number
- b. estimated duration of activities

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- c. earliest start date (by calendar date)
- d. earliest finish date (by calendar date)
- e. actual start date (by calendar date)
- f. actual finish date (by calendar date)
- g. latest start date (by calendar date)
- h. latest finish date (by calendar date)
- i. float
- j. percentage of activity completed.
- k. preceding and succeeding activities
- l. activity constraints

The following shall be submitted:

- a. Reports
 - 1. Activity Report: Sort report by Activity ID
 - 2. Total Float Report: Sort report by Total Float, Early Start, Activity ID
 - 3. Predecessor/Successor Report: Sort report by Activity ID
- b. 11"x17" Color Time-Scaled Diagram: Breakdown by Work Area

The schedule reports shall include a calendar in workdays.

3.3.5 Durations - Durations shall be in working days and shall not exceed ten (10) workdays, except for submittal and delivery items. Where the duration of continuous work exceeds ten (10) workdays, work items in the Construction Schedule shall be subdivided by location, approximate stationing or other sub element of the Work.

3.3.6 Network Activities - Detailed network activities shall include:

- a. The submittal and approval of samples and equipment, fabrication of special material and equipment and their installation and testing.
- b. The Critical Path shall be shown on all reports and on the graphic network logic diagram. The activities which constitute the Critical Path shall be identified.
- c. Specified milestone events or other significant stages of completion as defined in Section 00 73 00-1.1, TIME ALLOWED FOR COMPLETION, and Section 01 11 00-2.0, **CONSTRUCTION PROCEDURE AND SEQUENCE**. System shutdown and tie-in dates must be identified and included on the schedule as milestones.
- d. The lead time required for testing, inspection and other procedures required prior to acceptance of the Work.
- e. The activity numbers shall be grouped by work area, trade and subcontractor to provide logical summary activities.
- f. All activities of the Authority and the Construction Manager that affect progress and required contract dates for completion of all parts of the Work. The selection and number of activities shall be subject to favorable review by the Construction Manager.

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3.4 FLOAT

“Total Float” or “Float” shall be defined as the difference between the early finish and late finish dates of an activity. An activity with zero float represents an activity on the “Critical Path” of Project completion.

On the Baseline Schedule, delineate the specified Contract duration and identify the planned completion of the Work as the final milestone. The time period between these two dates, if any, shall be considered Contract Float. Float in any activity, milestone completion date or Contract completion date shall be considered a resource available to both the Authority and the Contractor. Neither the Authority nor the Contractor has ownership of the Float. Float is for the benefit of the Project. Favorable review of the Contractor’s Baseline Schedule, monthly updates or revised schedule, when based on less time than the maximum time allowed for the milestone(s) or Contract completion does not serve to change any Contract Time duration, nor serve as a waiver of the Contractor’s nor the Authority’s right to utilize the full amount of time specified in the Contract, unless so modified in a Contract Change Order.

If the Contractor’s schedule is based on less time than the maximum time allowed for milestone(s) or Contract completion no compensation for indirect overhead expenses will be considered until the expiration of the entire time periods provided for in the Contract as adjusted by any time extensions granted other than compensable time extensions. In such case refer to Section 00 72 00-6.4.3, Indirect Overhead, for further provisions on the reimbursement of indirect overhead expenses.

4.0 WEATHER CONDITIONS

Seasonal weather conditions shall be considered in the planning and scheduling of work influenced by high or low ambient temperatures or precipitation to ensure the completion of the Work within the Contract Time. No time extensions will be granted for the Contractor’s failure to take into account such weather conditions for the location of the Work and for the period of time in which the Work is to be accomplished.

The expected loss of working days specified in the Supplementary General Conditions, Section 00 73 00-1.3, WEATHER DAYS, shall be included in a separate identifiable critical activity labeled “Weather Days Allowance” to be included as the last critical activity of the Baseline Schedule. When weather days are experienced, and are approved as such by the Construction Manager, the Contractor shall either:

- a. Increase the duration of the current critical activity(ies) by the number of weather days experienced, or
- b. Add a critical activity to the schedule to reflect the occurrence of the weather day(s).

The duration of the weather day allowance activity shall be reduced as weather days are experienced and included in the schedule. Any remaining weather days in the weather day allowance activity at the completion of the Project shall be considered as float and shall not be for the exclusive use or benefit of either the Authority or Contractor.

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5.0 UPDATES

5.1 SUBMITTAL PERIOD

The Contractor shall submit at monthly intervals a report of the actual construction progress. Each monthly report shall cover a period of approximately thirty (30) days ending around the 30th of each month. The monthly reports shall be submitted within ten (10) days of the end of the reporting period, which shall be as agreed upon by the Construction Manager and Contractor.

The Contractor shall submit time-scaled network logic diagrams. The network logic diagrams shall be clear and legible. Critical activities shall be indicated in red color. Progress bars shall be conspicuously identified by color other than red, black or white.

5.1.1 All Monthly Updates - All monthly updates shall include as a minimum:

a. Reports sorted as follows:

1. Activity description and number
2. Float
3. Early Start
4. Logic report of preceding and succeeding activities with all activity restraints indicated

b. Narrative Report - The report shall show the activities or portions of activities completed during the reporting period. The report shall state the percentage of the work actually completed and scheduled, the remaining duration, and the progress along the Critical Path in terms of days ahead or behind the allowable dates as of the report date. Any changes made by the Contractor to the Baseline Schedule or prior schedule updates, including activity numbers and activity descriptions, shall be listed in a detailed report which describes the reason for each.

c. The Activity Numbers and Descriptions in the original submittal shall not be changed in the future submittals. New Activity Numbers and Descriptions may be added and Activity Numbers and Descriptions may be eliminated if the work intended to be included in the Activity has never been performed and is eliminated at a future date.

5.1.2 Delayed Schedule Updates - If, in the opinion of the Construction Manager, the Project is behind schedule, the monthly report shall include a revised network diagram and/or tabular reports showing the Contractor's proposed revised schedule. The schedule shall be revised under the conditions defined in Section 01 32 16-5.3, SCHEDULE REVISIONS. An analysis of the effect that the delay has on progress along other paths shall also be included in the report. The Contractor shall also submit a narrative report with each updated analysis which shall include but not be limited to a description of current and anticipated problem areas, delaying factors and their impact, and an explanation of corrective actions taken or proposed.

5.2 SCHEDULE REVIEW

Once each month, on a date mutually agreed upon, but no later than seven (7) working days
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after the submittal of the monthly update specified herein, a jobsite meeting will be held to review the Construction Schedule, job progress and the monthly update, or the Construction Manager will provide written comments on the monthly update.

5.3 SCHEDULE REVISIONS

The conditions under which the Construction Manager will require revisions of the Construction Schedule include the following:

- a. When delay in completion of any work item or sequence of work items results in an estimated extension of project completion by either twenty (20) working days or by five (5) percent of the remaining duration of time to complete the Contract, whichever is less.
- b. When delays in submittals or deliveries make replanning or rescheduling of the Work necessary.
- c. When the schedule does not represent actual prosecution and progress of the Work.
- d. When any change to the sequence of activities, the completion date for major portions of the Work, or changes occur which affect the Critical Path.
- e. When Contract modification necessitates schedule revision.

6.0 **TIME IMPACT ANALYSES**

6.1 GENERAL

When Change Orders are initiated, delays are experienced, or the Contractor desires to revise the schedule logic, the Contractor shall submit to the Construction Manager a written Time Impact Analysis illustrating the influence of each change, delay, or Contractor request of the current Contract completion date.

6.1.1 Construction Schedule – Analysis

- a. Each Time Impact Analysis shall include an analysis demonstrating how the Contractor proposes to incorporate the Change Order, delay, or Contractor request into the schedule.
- b. The Time Impact Analysis shall demonstrate the time impact based on the date of occurrence of the change, delay or revision; the status of construction at that point in time; and the impact of all affected activities.

6.2 TIME EXTENSIONS

Activity time delays will not automatically mean that an extension of Contract Time is warranted or due the Contractor.

- a. It is possible that an excusable delay or Contract modification will not affect existing
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critical activities or cause noncritical activities to become critical, i.e., a delay or modification may result in only absorbing a part of the available total float that may exist within an activity chain of the network, thereby not causing any effect on the Contract completion date or Contract Time.

- b. The Contractor acknowledges and agrees that mitigation for delays due to changes, differing site conditions, and other causes will require revision of preferential sequences of the Work. Accordingly, to mitigate delays, the activities shall be resequenced prior to the Contractor proposing an updated schedule which supports a delay to the Project as a whole. When a delay to the Project as a whole can be avoided by revising preferential sequencing, and the Contractor chooses not to implement the revisions, the Contractor will be entitled to a time extension but is not entitled to compensation for indirect overhead for this extended duration.
- c. Actual delays in activities which do not affect the Critical Path or which do not move the Contractor's planned completion date beyond a milestone or the Contract completion date will not be the basis for an adjustment to the Contract Time.
- d. Extensions of time can be granted for a delayed or impacted activity only for the duration of the time adjustment which exceeds the total float for the schedule path wherein the activity is located. The adjustment is only applicable during the time the delay occurred or when the change is ordered.

6.3 SUBMITTAL REQUIREMENTS

Time Impact Analyses shall be submitted in triplicate and within fifteen (15) days after a delay occurs or with the Contractor's cost proposal in response to a notice of change from the Construction Manager. In cases where the Contractor does not submit a Time Impact Analysis for a specific Change Order, delay, or other Contractor requested time extension within the specified period of time, then it is mutually agreed that the particular Change Order, delay, or Contractor request has no time impact on the Contract completion date and no time extension is required.

- a. Approval or rejection of Time Impact Analyses by the Construction Manager and the Authority will be made within fifteen (15) days after receipt of the Time Impact Analysis unless subsequent meetings and negotiations are necessary.
- b. Upon approval, a copy of the Time Impact Analysis signed by the Construction Manager will be returned to the Contractor.
- c. Upon mutual agreement by both parties, schedule revisions illustrating the influence of Change Orders, delays, and/or Contractor requests will be incorporated into the next schedule update.

7.0 **WEEKLY ACTIVITIES PLAN**

On the last working day of every week the Contractor shall submit to the Construction Manager the Contractor's Plan of Activities for the next three (3) weeks. The Plan of Activities shall describe the activity and location of the activity and include the activity number as **INSERT PROJECT NAME (INSERT CIP)** *SVCW Specifications*
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provided in the Construction Schedule.

***** END OF SECTION *****

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SECTION 01 33 23

SHOP DRAWINGS PRODUCT DATA AND SAMPLES

1.0 SUBMITTALS

1.1 DIGITAL DOCUMENT MANAGEMENT

All submittals shall be made electronically per Specification Section 01 31 23, **PROJECT CONTROL SYSTEM**. The Contractor shall submit hardcopy submittals upon request from the Construction Manager, per paragraph 1.2, HARDCOPY DOCUMENT MANAGEMENT, in this Section.

1.2 HARDCOPY DOCUMENT MANAGEMENT

Where the Contractor is required by the Contract, or the Construction Manager, to make hardcopy submittals, they shall be made to the Construction Manager with a letter of transmittal. Unless specified otherwise in the Contract Documents, the Contractor shall provide a sufficient number of copies of each submittal to allow for the distribution of at least one (1) copy to all parties needing a copy to carry out the provisions of the Specifications as well as three (3) copies to be retained by the Construction Manager. When submittals are not favorably reviewed, the Construction Manager will retain two (2) copies and will return all others to the Contractor including one (1) with review comments noted. Review copies of Construction Schedules and the Final Operation and Maintenance Manuals will not be returned to the Contractor. It shall be the Contractor's responsibility to copy and/or conform reviewed submittals in sufficient numbers for its files, subcontractors, and vendors. When submittals are not favorably reviewed, the Construction Manager will retain two (2) copies and will return all others to the Contractor.

2.0 CONTRACTOR'S RESPONSIBILITIES

The Contractor shall submit, at its own expense, submittals and details of structural and reinforcing steel, equipment, material, electrical controls, architectural fabrications, pipe, pipe joints, special pipe sections, and other appurtenances as required in Contract Documents.

All submittals and supporting data, catalogs, schedules, etc., shall be submitted as the instruments of the Contractor, who shall be responsible for their accuracy and completeness and coordination. Such responsibility shall not be delegated in whole or part to subcontractors or suppliers. These submittals may be prepared by the Contractor, subcontractors, or suppliers, but the Contractor shall ascertain that submittals meet all of the requirements of the Contract Documents, while conforming to structural, space, and access conditions at the point of installation. Designation of work "by others", if shown in submittals, shall mean that the work will be the responsibility of the Contractor rather than the subcontractor or supplier who prepared the submittals. The Contractor shall insure that there is no conflict with other submittals and notify the Construction Manager in each case where its submittal may affect the work of another contractor or the Authority. The Contractor shall insure coordination of submittals among the related crafts and subcontractors. The Contractor accepts the

responsibility and expense for additional costs and delays which may result for Work performed without favorably reviewed submittals.

Submittals shall be prepared in such form that data can be identified with the applicable Specification paragraph. The data shall clearly demonstrate compliance with the Contract Plans and Specifications and shall relate to the specific equipment to be furnished. Where manufacturer's standard drawings are employed, they shall be marked clearly to show what portion of the data is applicable to this project.

3.0 TRANSMITTAL PROCEDURES

3.1 TRANSMITTAL FORM

A separate transmittal form shall be used for each specific item, class of material, equipment, and items specified in separate, discrete sections, for which the submittal is required. Submittal documents common to more than one piece of equipment shall be identified with all the appropriate equipment numbers. Submittals for various items shall be made with a single form when the items taken together constitute a manufacturer's package or are so functionally related that expediency indicates checking or review of the group or package as a whole. The specification section to which the submittal is related shall be indicated on the transmittal form. Refer to Section 01 31 23, **PROJECT CONTROL SYSTEM**, for transmittal and submittal numbering.

3.2 DEVIATIONS FROM THE CONTRACT

If the submittals show any deviations from the Contract requirements, the Contractor shall submit with the submittal submission a separate written description of such deviations and the reasons therefor. If the Authority accepts such deviation, the Authority shall issue an appropriate Contract Change Order, except that, if the deviation is minor, or does not involve a change in price or in time of performance, a Contract Change Order need not be issued. If any deviations from the Contract requirements are not noted on the submittal, the review of the shop drawing shall not constitute acceptance of such deviations.

3.3 SUBMITTAL COMPLETENESS

The Contractor shall review and check all submittals before submitting them to the Construction Manager. The Contractor shall certify on the transmittal letter and on each shop drawing that they have been checked, are in compliance with the Plans and Specifications, and all deviations from the Contract requirements are noted.

If the Contractor submits an incomplete submittal, the submittal will be returned to the Contractor without review. A complete submittal shall contain sufficient data to demonstrate that the items comply with the Specifications, shall meet the minimum requirements for submissions cited in the Contract Documents, shall include materials and equipment data and seismic anchorage certifications where required, and shall include any necessary revisions required for equipment other than first named.

It is considered reasonable that the Contractor shall make a complete and acceptable submittal to the Construction Manager at least by the second submission of data. The

Authority reserves the right to deduct monies from payments due the Contractor to cover additional costs of review beyond the second submission.

3.4 SUBMITTAL PERIOD

All submittals shall be completed within **forty-five (45)** days after the date established in the Notice to Proceed by the Authority for the commencement of Contract Time or submittal process whichever is earlier, unless the Construction Manager accepts an alternate schedule for submission of submittals proposed by the Contractor.

4.0 REVIEW PROCEDURE

Submittals shall be submitted to the Construction Manager for review and returned within **thirty (30)** days after receipt. Review of submittals has as its primary objective the completion for the Authority of a project in full conformance with the Contract Documents, unmarred by field corrections, and within the time provided. In addition to this primary objective, submittal review as a secondary objective will assist the Contractor in its procurement of equipment that will meet all requirements of the Contract Documents, will fit the structures detailed on the Plans, will be completed with respect to piping, electrical, and control connections, will have the proper functional characteristics, and will become an integral part of a complete operating facility.

After review of each of the Contractor's submissions, the material will be returned to the Contractor with actions defined as follows:

- A. **NO EXCEPTIONS NOTED (RESUBMITTAL NOT REQUIRED)** - Accepted subject to its compatibility with future submissions and additional partial submissions for portions of the work not covered in this submission. Does not constitute approval or deletion of specified or required items not shown in the partial submission.
- B. **MAKE CORRECTIONS NOTED (RESUBMITTAL NOT REQUIRED)** - Same as A, except that minor corrections as noted shall be made by the Contractor.
- C. **MAKE CORRECTIONS NOTED (RESUBMIT)** - Rejected because of major inconsistencies or errors which shall be resolved or corrected by the Contractor prior to subsequent review by the Design Consultant.
- D. **NOT ACCEPTABLE (RESUBMIT)** - Submitted material does not conform to Plans and Specifications in major respect., i.e.: wrong size, model, capacity, or material.

Items A and B above (no resubmittal required) are considered "favorable review". Items C and D above (correction and resubmittal required) are considered "unfavorable review". The Contractor shall resubmit any submittals with an unfavorable review in a timely manner to meet the submittal period specified in Section 01 33 23-3.4, SUBMITTAL PERIOD.

It shall be the Contractor's responsibility to copy and/or conform reviewed submittals in sufficient numbers for its files, subcontractors, and vendors.

5.0 EFFECT OF REVIEW OF CONTRACTOR'S SUBMITTALS

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Favorable review of submittals shall be obtained prior to the fabrication, delivery and construction of items requiring submittal review.

Favorable review of submittals does not constitute a Contract Change Order to the Contract requirements. The favorable review of all submittals by the Design Consultant or the Authority shall apply in general design only and shall in no way relieve the Contractor from responsibility for errors or omissions contained therein. Favorable review shall not relieve the Contractor of its obligation to meet safety requirements and all other requirements of laws, nor constitute a Contract Change Order. Favorable review will not constitute Acceptance by the Authority of any responsibility for the accuracy, coordination, and completeness of the submittals or the items of equipment represented on the submittals.

6.0 MATERIAL LIST

Within thirty-five (35) days after the date established in the Notice to Proceed for the commencement of Contract Time or submittal process whichever is earlier, the Contractor shall submit a List of Materials to the Construction Manager for favorable review. The List shall include all items of equipment and materials for mechanical, piping, electrical, heating and ventilating, equipment piping, and plumbing work; and the names of manufacturers with whom purchase orders have been placed. Items on the List shall be arranged in the same order as in these Specifications, and shall contain sufficient data to identify precisely the items of material and equipment the Contractor proposes to furnish. The List shall include the Specifications or Drawing references. After the submission is favorably reviewed and returned to the Contractor by the Construction Manager it shall become the basis for the submission of detailed manufacturer's drawings, catalog cuts, curves, diagrams, schematics, data, and information on each separate item for review by the Construction Manager. No work shall proceed on any item until it has been submitted and favorably reviewed.

7.0 MATERIAL AND EQUIPMENT SUBSTITUTIONS

7.1 GENERAL

In preparing the Contract Documents, the Design Consultant has named those products which to its knowledge meet the requirements of the Technical Specifications and are equivalent in construction, functional efficiency, and durability.

Wherever catalog numbers and specific brands or trade names preceded by "similar and equal" or followed by the designation "or equal" are used in conjunction with a designated material, product, thing, installation, or service mentioned in these Contract Documents, they are used to establish the standards of quality and utility required. The first-named manufacturer is the basis for the Project design and the use of alternative-named or unnamed manufacturer's products proposed by the Contractor may require modifications in the Project design and construction.

Where only one product has been named by brand, it is the only brand, trade name, or manufactured product known to the Design Consultant that meets the requirements of the Technical Specifications.

The Authority has made a determination that no substitution will be considered and that the following listed materials, products, equipment and/or services must be furnished as
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designated below in order to match others in use by the Authority or because a field test or experiment is being made to determine suitability for future use:

(List all Applicable Materials, Products, Equipment and/or Services or note "None")

7.2 SUBSTITUTIONS

Substitutions which are equal in quality and utility to those specified will be permitted, subject to the following provisions. For this purpose, the Contractor shall submit to the Construction Manager within forty (40) days of the Notice of Award, a typewritten list containing a description of each proposed substitute item or material. Sufficient data, drawings, samples, literature, calculations, or other detailed information as will demonstrate to the Design Consultant that the proposed substitute is equal in quality and utility to the material specified shall be appended to this list. The Design Consultant will favorably review in writing such proposed substitutions as are, in its opinion, equal in quality to the items or materials specified. In the event that a substitute is favorably reviewed, fifty percent (50%) of all savings shall be credited to the Authority.

Failure of the Contractor to submit proposed substitutions for review in the manner described above and within the time prescribed shall be sufficient cause for rejection by the Construction Manager of any substitutions otherwise proposed.

7.3 MODIFICATIONS AND COSTS

If alternative-named or substitutions are proposed by the Contractor and favorably reviewed by the Design Consultant, the Contractor is responsible for providing, at no additional cost to the Authority, any electrical, mechanical, structural, or other related changes or testing that may be required to accommodate or provide the particular material or equipment the Contractor desires to use. Any deviation from the Specifications or the Drawings resulting from the type of material or equipment to be used shall not be the basis for any "extra charges" above and in excess of the original Contract Bid Price of the work.

In addition the Contractor is responsible for all additional costs to the Authority, and its agents and representatives, for evaluation of data submitted by the Contractor for alternative named or substitutions and any redesign necessary. The Authority shall deduct said costs from the Contract monies due the Contractor.

8.0 SEISMIC DESIGN AND ANCHORAGE OF EQUIPMENT AND OTHER APPURTENANT FACILITIES

All pieces of electrical, mechanical, and instrumentation equipment and appurtenant facilities which are mounted or anchored shall be so designed and installed as to be in conformance to all requirements of the California Building Code for the edition adopted by the governing jurisdiction, both for vertical and lateral loading. This requirement applies, but is not limited to, such items as light fixtures, electrical and instrumentation panels, tanks, pumps, piping, pipe supports and hangers, conduits and supports, generators, motors, fans, ventilating ducts and equipment, and other similar equipment or facilities. All Authority equipment or facilities within these Specifications or on the Drawings shall be considered essential and shall be designed and anchored to resist seismic forces. Such equipment or facilities shall be functional during and after an earthquake. Anchorage or restraints shall be so designed as

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to resist the greater of the specified or code required forces acting in any direction. The design of the entire anchoring system, and the furnishing of any part of the anchoring system which must be integral with the equipment or facilities, shall be the responsibility of the manufacturer or supplier. The Contractor, working closely with the manufacturer or Supplier, shall be responsible for furnishing or installing any anchors or restraints which are independent of the equipment or facilities. Examples, but not limited to those noted, are anchor bolts, restraining curbs, walls, or angles and similar items.

Shop drawings for seismic anchorages listed in these specifications shall be submitted. Shop drawing submittals shall include calculations, details, and other amplifying data demonstrating conformance to the seismic requirements of this paragraph. Such calculations shall be prepared and signed by a Civil or Structural Engineer registered in the State of California.

Although calculations will not be required, manufacturers shall assure that equipment has been designed and constructed to safely transfer seismic induced loads through the equipment and to the anchorage systems without failure of equipment components.

*****END OF SECTION*****

SECTION 01 41 00

REGULATORY REQUIREMENTS AND PERMITS

1.0 APPLICABLE CODES

See Technical Specifications for Applicable Codes.

2.0 FEES AND PERMITS

Obtain and pay for all permit, license, and inspection fees necessary to complete installation in accordance with the requirements of the local, state and federal governing jurisdictions. Pay for re-inspections due to Contractor's negligence to complete required work and/or installation or coordinate with other trades to complete installation for final acceptance and testing.

Contractor shall obtain all required Caltrans, traffic control, and local trucking permits. Contractor is responsible for all fees and permits for discharge of water into the utility systems and all other fees and charges required by public agencies to perform the work. Building Permits are not required.

Note to Specification Preparer: The following Section 01 41 00-3.0 should only be used (and UNSHADED) if the construction project falls within the boundaries of the drainage footprint of the sewage treatment plant. IF IT DOES NOT FALL WITHIN THE TREATMENT PLANT BOUNDARIES then use Section 01 41 00-4.0 and DELETE this Section 01 41 00-3.0 and indicate "3.0 NOT USED". Delete this note during specification development.

3.0 STORM WATER AND NON-STORM WATER QUALITY CONTROLS WITHIN TREATMENT PLANT DRAINAGE BOUNDARIES

3.1 REGULATORY REQUIREMENTS

Construction activities are regulated under the National Pollutant Discharge Elimination System (NPDES) General Permit (GP) for Storm Water Discharges Associated with Construction and Land Disturbances Activities (State Water Resources Control Board [SWRCB] Order No. 2009-0009-DWQ, NPDES Permit No. CAS000002 generally referred to as the GP). The appropriate Regional Water Quality Control Board (RWQCB) enforces the GP. The GP indicates the construction projects that are within the drainage footprint of a sewage treatment plant do not require coverage under the GP. The Authority has determined that this Project falls under this category. This determination eliminates the preparation of a Storm Water Pollution Prevention Plan (SWPPP), Risk Assessment and a report of Known Pollutants and Contaminants by the Authority and/or the Contractor.

3.2 GENERAL

The Contractor shall not discharge water, wastewater or other waste that will impact the Authority's sanitary sewerage facilities, the Authority's staff working in those facilities, the

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facilities' effluent quality, biosolids quality, recycled water quality or the air emissions from the Authority's facilities.

The Contractor shall be responsible for meeting the requirements of the "REGULATIONS of Silicon Valley Clean Water" (Amended 2005), specifically ARTICLE II, PROHIBITIONS, in its entirety and Section 01 41 00-3.4, CONTRACTOR RESPONSIBILITIES. Both of the above referenced requirements summarize the specific wastes and discharges prohibited from entering the sewerage facilities. Failure of the Contractor to comply with Section 01 41 00-3.4, CONTRACTOR RESPONSIBILITIES, will result in the Contractor being responsible in any fines, applicable remediation requirements and all other costs associated with the failure.

3.3 NOT USED

3.4 CONTRACTOR RESPONSIBILITIES

3.4.1 The Contractor shall be responsible for meeting the requirements of this Section which incorporates the "REGULATIONS of Silicon Valley Clean Water", by reference.

3.4.2 Prior to soil disturbing work, the Contractor shall implement all measures to assure that all storm runoff, drainage and construction water is directed to the Plant Storm Water System. The Contractor shall prevent pollutants and all other hazardous substances and contaminants from entering the Plant's Storm Water System. The Contractor shall prevent any and all solids material from entering the Plant's Storm Water System, including construction debris and waste materials, garbage and any materials not intended to enter the Plant's Storm Water System.

3.4.3 General Discharge Prohibitions: The Contractor shall not discharge waste into the sewerage facilities which cause, threaten to cause, or are capable of causing, either alone or by interaction with other substances:

- a. A fire or explosion
- b. Obstruction of flow in, or injury to, the sewerage facilities, or any portion thereof;
- c. Danger to life or safety of persons;
- d. Conditions inhibiting or preventing the effective maintenance or operation of the sewerage facilities;
- e. Strong or offensive odors, air pollution, or any noxious, toxic, or malodorous gas or substance, or gas producing substances;
- f. Interference with the wastewater treatment process, or overloading of the sewerage facilities, or excessive collection or treatment costs, or use of a disproportionate share of the capacity of the sewerage facilities;
- g. Interference with any wastewater reclamation process, which does or may operate in conjunction with the sewerage facilities, or overloading, or a breakdown of such reclamation process, or excessive reclamation costs, or any product of the treatment

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process which renders such reclamation process impracticable or not feasible under normal operating conditions;

h. A detrimental environmental impact, or a nuisance wherever located, or a condition unacceptable to any public agency having regulatory jurisdiction over operation of the sewerage facilities;

i. Discoloration, or any other adverse condition in the quality of the effluent from the sewerage facilities such that receiving water quality requirements established by any statute, rule, regulation, ordinance, or permit condition cannot be met by the Authority;

j. Conditions at or near the sewerage facilities, or any portion thereof, which cause, or may cause, the Authority to be in violation of the requirements of law.

k. Pollutants introduced into the sewerage facilities which pass through or interfere with the operation or performance of the sewerage facilities.

3.4.4 Specific Discharge Prohibitions: The Contractor shall not discharge waste into the sewerage facilities that are prohibited by the following requirements:

a. The temperature of which is higher than 150° Fahrenheit (65° centigrade);

b. Containing more than 300 mg/l of oil or grease of animal or vegetable origin;

c. Containing more than 100 mg/l of oil or grease of mineral or petroleum origin;

d. Having a pH lower than 6.0 or having a corrosive property capable of causing damage or hazard to structures or equipment of the sewerage facilities, or any portion thereof;

e. Any sand, grit, straw, metal, glass, rags, feathers, paper, tar, plastic, wood, leaves, garden clippings, manure, dead animals, offal, or any other solid or viscous substance capable of causing obstruction to the flow in the sewerage facilities, or which in any way interferes with the proper operation of the sewerage facilities;

f. Any pollutant not otherwise specifically prohibited in these regulations, in sufficient quantities to constitute a hazard to humans or animals, or to create a hazard to the sewerage facilities, or to injure or interfere with the operation thereof;

g. Any waste containing suspended solids not otherwise specifically prohibited under the provisions of these regulations, the characteristics or quantity of which require or requires unusual attention, treatment, or expense in handling or treating in the sewerage facilities, or any portion thereof;

h. Any waste streams with a closed cup flashpoint of less than 140° Fahrenheit.

i. Any trucked or hauled wastes except at points designated by the Authority.

3.4.5 Should the Contractor fail to meet any of the requirements stated above, immediate

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action by the Contractor is required to mitigate and remediate the occurrence. The Contractor is required to provide immediate notification to the Authority if any of the requirements of Section 01 41 00-3.4 have been violated or are suspected of being violated by the Contractor.

3.5 AUTHORITY RESPONSIBILITIES

The Authority reserves the right to request the Contractor to prepare a submittal to address storm water and construction water for any circumstances the Authority determines as necessary for special treatment and care by the Contractor. The Contractor must provide such submittal within the time period requested by the Authority.

Note to Specification Preparer: The following Section 01 41 00-4.0 should only be used (and UNSHADED) along with Appendices 3A, 3B and 3C if the construction project FALLS OUTSIDE of the boundaries of the drainage footprint of the sewage treatment plant. IF IT FALLS WITHIN THE TREATMENT PLANT BOUNDARIES then use Section 01 41 00-3.0 and DELETE this Section 01 41 00-4.0 and indicate “4.0 NOT USED”. Delete this note during specification development.

4.0 STORM WATER AND NON-STORM WATER QUALITY CONTROLS OUTSIDE TREATMENT PLANT DRAINAGE BOUNDARIES

The three following paragraphs below provide direction to the specification preparer for construction projects that take place OUTSIDE TREATMENT PLANT DRAINAGE BOUNDARIES. These three paragraphs should be deleted during specification preparation. Delete this note during specification development.

If it is determined that the construction Project occurs outside of the sewage treatment plant then the Authority needs to develop the Project’s Risk Assessment (Appendix 3B). The Authority also needs to determine whether this is a Linear Underground/Overhead Project (LUP) or not, at a Risk Level 1, 2 or 3, and if an Active Treatment System (ATS) is required. This Risk Assessment is a part of the Permit Registration Documents (PRDs) that will be submitted to the State Water Resources Control Board’s (SRWCB) SMARTS website (with Notice of Intent [NOI], Storm Water Pollution Prevention Plan [SWPPP], Site Map showing best management practices [BMPs] and monitoring locations, etc.).

The Authority has developed an Initial SWPPP (Appendix 3A) that includes BMPs and measures necessary for mobilization, and start-up activities. It may be used with the Risk Assessment to file the NOI with the SWRCB and obtain the Water Discharger Identification (WDID) Number. The Project cannot disturb ground until the WDID number and letter has been received. The Contractor has the option to accept or amend the SWPPP developed by the Authority. The Contractor also has the option to develop a new SWPPP. The Contractor’s SWPPP will supersede the Initial SWPPP and will be filed with the State upon receipt by the Authority to obtain the WDID number.

Any special requirements that need to be addressed that the Authority has knowledge of would be included in Appendix 3C, Report of Known Pollutants and Contaminants, as applicable.

4.1 REGULATORY REQUIREMENTS

A. Construction activities are regulated under the National Pollutant Discharge Elimination System (NPDES) General Permit for Storm Water Discharges Associated with Construction and Land Disturbances Activities (State Water Resources Control Board [SWRCB] Order No. 2009-0009-DWQ, NPDES Permit No. CAS000002, and subsequent amendments generally referred to as the General Permit [GP]). For this Project, the San Francisco Bay Regional Water Quality Control Board (RWQCB) enforces the General Permit. Coverage under a General Permit requires the submission to the SWRCB of the Permit Registration Documents (PRDs) and receipt from the SWRCB of a Waste Discharge Identification Number (WDID) for the Project. Site disturbance, mobilization, or construction activities shall not start until the Contractor is in receipt of the WDID Letter issued by the SWRCB. Contractor shall include in its plan and address the risks cited in the Initial Storm Water Pollution Prevention Plan (SWPPP) (Appendix 3A) and Risk Assessment (Appendix 3B) in developing the Project's SWPPP in addition to the measures necessary to address the site conditions and operations, and Contractor's operations.

A copy of the General Permit is available on the SWRCB website:

http://www.waterboards.ca.gov/water_issues/programs/stormwater/constpermits.shtml

B. The Contractor shall comply with the SWRCB, RWQCB, County, City, and other local agency requirements regarding storm water management, inspection, and monitoring.

C. The Contractor shall comply with the following prohibitions and limitations, which are contained in the General Permit:

1. Storm water and non-storm water discharge prohibitions:

i. Discharge of materials other than storm water, which are not otherwise regulated by a NPDES permit, to a separate storm water sewer system or water of the nation are prohibited.

ii. Water discharge shall not cause or threaten to cause pollution, contamination (including sediment) or nuisance.

iii. Water discharge regulated by this General Permit shall not contain a hazardous substance equal to or in excess of a reportable quantity listed in 40 CFR Part 117 and 40 CFR Part 302.

iv. Discharge of toxic pollutants prohibited by the Clean Water Act Section 307(a).

2. Receiving Water Limitations:

i. Storm water and non-storm water discharges to any surface or groundwater shall not adversely impact human health or the

environment.

- ii. Storm water and authorized non-storm water discharges shall not contain pollutants in quantities that threaten to cause pollution or a public nuisance.
- iii. Discharges located within the watershed of a CWA Section 303(d) impaired body shall limit the Total Maximum Daily Load (TMDL) to that approved by the U.S. EPA for “construction activities” or land disturbances.
- iv. Water discharges shall not cause or contribute to a violation of any applicable water quality standards contained in the Statewide Water Quality Control Plan, California Toxics Rule, The National Toxics Rule, California Ocean Plan, Inland Surface Waters and Enclosed Bays and Estuaries Plan, or the applicable Regional Water Board’s Basin Plan.

4.2 GENERAL

- A. The Authority will be responsible to the SWRCB for causing the preparation of and compliance with the various management plans called for by the SWRCB. The Authority prepared an Initial SWPPP for the Project, (Appendix 3A) to this Section, which the Contractor shall be responsible for implementing and complying with. The Contractor’s prepared SWPPP will supersede the Authority’s Initial SWPPP in its entirety. The Contractor is responsible for providing the detail planning and compliance activities insofar as they would potentially affect the Contractor’s methods and means of performing the Work.
 1. The Authority’s Initial SWPPP is intended to be used as a reference tool by the Contractor for developing his SWPPP. The Initial SWPPP is being provided for informational purposes only and shall be revised to correspond to the Contractor’s actual work areas, staging areas, storage yards and stockpile areas, access roads, and specific means and methods of construction.
 2. The Contractor’s Qualified SWPPP Developer shall be fully responsible for preparing the SWPPP to reflect the Contractor’s specific activities on the Project. The Contractor is fully responsible for assuring that the SWPPP complies with the General Permit.
 3. The Contractor shall prepare and implement a site specific SWPPP in accordance with the requirements of the SWRCB, the General Permit, and the Construction BMP Handbook Web-based portal developed by CASQA. The SWPPP and all Contractor activities shall be coordinated with other construction activities and SWPPPs at the site.
- B. If a violation of the Permit is due to the Contractor’s actions or inactions and a fine is assessed, the Contractor shall be responsible for the fine and all applicable remediation requirements.

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- C. The Contractor shall submit with the SWPPP, for approval by the Engineer, a schedule of values detailing the cost breakdown for water pollution control. The cost breakdown shall include both the special minimum requirements required by the Engineer and those selected by the Contractor for this project. The Contractor shall indicate quantities and costs for the control measures shown in the schedule of values, except for critical temporary controls and permanent control measures which are shown on the Project plans and for which there is a contract item of work. Adjustments in the items of work and quantities listed in the schedule of values shall be made when required to address approved amendments to the SWPPP.

4.3 RISK ASSESSMENT

- A. The Site has been identified as a Linear Underground/Overhead Project (LUP) Risk Level Type 1 project.
- B. The Authority's Risk Assessment for the Project is provided in Appendix 3B. It complies with the requirements of Section VIII of the General Permit.
- C. Known pollutants and contaminants are identified in Appendix 3C, Report of Known Pollutants and Contaminants. The Contractor's SWPPP must address the monitoring and control of these pollutants and any others identified by the Contractor pursuant to his means and methods.

4.4 CONTRACTOR RESPONSIBILITIES

- A. The Contractor shall be responsible for meeting the requirements of the General Permit except as specifically noted otherwise within this Section.
- B. Within fifteen (15) days of the Award of the Contract the Contractor shall submit the following PRDs that are to be used by the Authority to apply for the Project WDID. This information shall be submitted in electronic form suitable for the submittal to the SWRCB using the Storm Water Multiple Application Report Tracking System (SMARTS) website.
 - 1. Verification of the authority's risk assessment proposal or provide an alternate risk assessment based on the contractor's own risk assessment.
 - 2. SWPPP prepared by a qualified SWPPP developer (QSD)
 - 3. Construction site monitoring plan (CSMP), which may be incorporated as part of the SWPPP.
 - 4. Rain event action plan (REAP), if applicable. The reap may be incorporated as part of the SWPPP.
 - 5. Site map (provided detail information shall include but not necessarily limited to that recited in attachment b, section j of the general permit).

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The site map may be included in the SWPPP.

6. Active treatment system (ats), if applicable
 7. Names and 24-hour phone numbers for QSD, qualified SWPPP practitioners (QSPS), and other parties responsible for preparing, implementing, monitoring, inspecting and maintaining the SWPPP.
- C.** Prior to soil disturbing work the Contractor shall implement the measures of the SWPPP and be in receipt of the Project WDID. This is a prerequisite for coverage under the General Permit.
- D.** Before the start of construction activities, the Contractor shall provide training for project managers, supervisory personnel, and employees involved with water pollution control work. The training shall include:
1. Rules and regulations overview.
 2. Implementation and maintenance procedures for:
 - i. Temporary Soil Stabilization
 - ii. Temporary Sediment Control
 - iii. Tracking Control
 - iv. Wind Erosion Control
- E.** The Contractor's QSD and/or QSP shall update the PRDs including but not limited to the Risk Assessment, SWPPP, CSMP and Site Map for new or changed conditions or if initial documents were incomplete and submit to Authority.
- F.** The Contractor shall furnish:
1. Routine inspection reports on monday of each week [daily and weekly reports, reaps (if applicable), storm event reports (the before, during and after inspections)].
 2. Sampling reports (ph, turbidity, non-visible pollutants, etc.) Within 48 hours of the storm event.
 3. Numeric action levels (nal) exceedance reports within 48 hours of the event.
- G.** The Contractor shall develop and submit the annual report to the Authority within ten (10) days of August 1 of each year for submittal to the SWRCB by the Authority. The content shall be complete and fully comply with the requirements of Section XVI of the General Permit. The Contractor's QSD shall prepare and certify the report using the language of Section IV, Item J, Compliance Certification of the General Permit.
- H.** Prior to Final Completion the Contractor shall develop and submit an annual report to the Construction Manager for the time frame between the Notice to Proceed or last previous annual report, and the Final Completion Date.

- I. The Contractor shall provide evidence to the Construction Manager with the submission of the SWPPP that the individual(s) responsible for the PRDs development including the SWPPP preparation is a QSD who has the certification or registration required by Section VII of the General Permit.
- J. The Contractor shall provide evidence to the Construction Manager that the individual(s) responsible for supervising the SWPPP implementation, monitoring and reporting as required by the General Permit is a QSD or a QSP who has the certification or registration required by Section VII of the General Permit.
- K. All QSD and QSP must meet the Certification and/or registration requirements of Section VII of the General Permit. Contractor shall provide evidence and demonstrate that his QSD and QSP are qualified to develop PRDs, SWPPP, etc. and supervise the implementation to the Construction Manager.
- L. The Contractor shall be responsible for implementing, monitoring, inspecting, and maintaining best management practices (BMPs) and other measures as detailed in the SWPPP, CSMP, REAP, Site Map, other applicable documents and the requirements of the General Permit. The work shall be supervised by the Contractor's QSD or QSP(s).
- M. The Contractor shall be responsible for providing equipment, materials, and workers to implement SWPPP and complying with all the requirements of the General Permit as well as being available for rapid response to BMP failures and emergencies.
- N. The entire plan together with the weekly reports and rain event reports shall be kept and maintained by the Contractor on the construction site during the duration of the Project. Reports shall be certified by the Contractor's QSD or QSP. Reports shall be submitted to the Construction Manager no later than two (2) business days after actual inspection.
- O. The Contractor shall be responsible for taking the proper actions to prevent storm water or non-storm water coming into contact with contaminants and sediments from migrating offsite or entering storm sewer drainage systems. The Contractor shall take immediate action if directed by the Construction Manager or if the Contractor observes contaminants and/or sediments entering the storm drainage system, to prevent further storm water from entering the system.
- P. The Contractor shall update the SWPPP whenever there is a change in construction or operations which may affect the discharge of any pollutants from the construction site.
- Q. The SWPPP shall be amended by the Contractor's QSD or QSP if it is in violation of any conditions of the Construction General Permit or has not achieved the general objective of reducing pollutants in storm water or non-

storm water discharges.

- R. All amendments shall be completed at no additional cost to the Authority.
- S. All submittals of PRDs and other documents (storm event reports, REAPS, Annual Reports, NAL Exceedance Reports, etc.) by the Contractor to the Authority consist of the following and shall be certified. The Contractor's QSD shall certify to the Authority that the submitted documents are in compliance with the Construction General Permit. The certification shall use the language of Section IV, Item J-Compliance Certification, of the CGP:
 - 1. Three (3) certified hardcopies
 - 2. An electronic copy suitable for submittal to the SWRCB through the State Water Board's SMARTS website (PDF and MS Word formats when available)
- T. The Contractor's responsibility for SWPPP Implementation shall continue throughout any temporary suspension of Work.

4.5 AUTHORITY RESPONSIBILITIES

- A. The Authority, designated as the Legally Responsible Person (LRP), will prepare and file the Notice of Intent (NOI) and Site Risk Assessment (Appendix 3B) with the SWRCB and obtain the Project WDID. The Authority requires PRDs from the Contractor in an acceptable electronic format prior to filing the NOI.
- B. Risk Assessment (Appendix 3B)
- C. The Authority will submit to the SMARTS website all documents including but not limited to the PRDs, storm event report(s), Annual Report(s), Notices of Violation. Contractor shall provide to the Authority the written (hard copy) and electronic copy (PDF and/or MS Word format).
- D. The Authority will have LRP signatory responsibility for the SWPPP as defined in Section IV, Item I-Signatory Requirements of the General Permit.
- E. The Authority will submit to the SWRCB an annual report(s) as developed by the Contractor and the associated fee.
- F. In accordance with Section II.D of the General Permit, the Authority will submit to the SWRCB a Notice of Termination (NOT) upon completion of all construction activities.

5.0 MITIGATION MEASURES

Note to Specification Preparer: The following Section 01 41 00-5.0 should be developed using the format below if the construction project requires mitigation measures. If no mitigation measures are required, then DELETE this Section 01 41 00-5.0 and indicate "5.0 NOT USED". Delete this note during specification development.

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5.1 AESTHETICS

[Redacted]

A. [Redacted]

1. [Redacted]

a. [Redacted]

5.2 DUST CONTROL

[Redacted]

A. [Redacted]

1. [Redacted]

a. [Redacted]

5.3 BIOLOGICAL RESOURCES

[Redacted]

A. [Redacted]

1. [Redacted]

a. [Redacted]

5.4 CULTURAL RESOURCES

[Redacted]

A. [Redacted]

1. [Redacted]

a. [Redacted]

5.5 WATER RESOURCES

[Redacted text block]

A. [Redacted text block]

1. [Redacted text block]
a. [Redacted text block]

5.6 NOISE AND VIBRATION

[Redacted text block]

A. [Redacted text block]

1. [Redacted text block]
a. [Redacted text block]

***** END OF SECTION *****

SECTION 01 42 00

REFERENCES

1.0 CODES AND STANDARDS

Where local codes or standards are referred to in these Specifications, the Contractor may inspect such documents at the City or County office.

2.0 DEFINITIONS OF WORDS AND TERMS

Where used in the Contract Documents, the following words and terms shall have the meanings indicated. The meanings shall be applicable to the singular, plural, masculine and feminine of the words and terms.

Acceptance. Formal action of the Authority in determining that the Contractor's work has been completed in accordance with the Contract and in notifying the Contractor in writing of the acceptability of the Work.

Acts of God. "Acts of God" shall include only the following occurrences or conditions and effects: earthquakes in excess of a magnitude of 3.5 on the Richter Scale and tidal waves.

Addenda. Supplemental written specifications or drawings issued prior to bid submittal which modify or interpret the project manual by addition, deletion, clarification, or corrections.

Agreement. The written document covering the performance of the Work as more fully described in the Contract Documents. Also referred to as the Contract.

Authority. The word "Authority" refers to Silicon Valley Clean Water (formerly called the South Bayside System Authority), the governing body of which is termed the "Commission."

Bid. Offer of a Bidder submitted on the prescribed form setting forth prices of the work to be performed. Also referred to as Proposal.

Bidder. Individual, partnership, corporation, or a combination thereof, including joint venturers offering a bid to perform the work.

Construction Manager. The person designated, in writing, by the Authority to act as its representative at the construction site and to perform construction inspection services and administrative functions relating to this Contract. Initial contact by the Contractor with the Authority shall be through the Construction Manager.

Construction Schedule. A plan of construction progress conforming to the requirements of Specification Section 01 32 16, **CONSTRUCTION SCHEDULES**.

Contract Change Order. A written order to the Contractor, covering changes in the plans or quantities, or both, and establishing the basis of payment and time adjustments for the work affected by the changes. Also referred to as a Change Order.

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Contract Documents. The words "Contract Documents" shall mean any or all of the following items, as applicable:

- Division 0 – Bidding and Contract Requirements (00 11 13 and others following)
- Division 1 – General Requirements (01 11 00 and others following)
- Technical Specifications (02000 and others following)
- Plans
- Addenda or Bulletins of Instruction, if any
- Executed Change Orders, if any
- Field Orders, if any
- Notice to Proceed
- Permits
- Geotechnical Baseline Report
- Geotechnical Data Report
- Appendices

Each of these items is to be considered by reference as part of the Contract Documents, also referred to as Contract.

Contract Price. Also referred to as Contract Amount. The amount payable to the contractor under the terms and conditions of the Contract based on the price given on the bidding schedule, with adjustments made in accordance with the Contract. The base amount given in the bidding schedule shall be either a lump sum bid or the summation of the unit price bids multiplied by the estimated quantities set forth in the bid form.

Contract Time. Number of calendar days stated in the contract for the completion of the Work.

Contractor. The individual partnership, corporation, or combination thereof including joint venturers who enter into the Contract with the Authority for the performance of the Work. The term covers subcontractors, equipment and material suppliers, and their employees.

Contractor's Plant and Equipment. Equipment, material, supplies, and all other items, except labor, brought onto the site by the Contractor to carry out the Work, but not to be incorporated in the Work.

Conveyance System. The infrastructure of pipelines, pump stations and all appurtenances related to the conveyance of raw wastewater from the public collection systems of the Authority's member agencies to the treatment plant.

Critical Path. The Critical Path is defined as the longest continuous path of activities in a network logic diagram with the least amount of float.

Days. The word "Days" shall mean calendar days, including legal holidays, Saturdays and Sundays, unless specifically noted otherwise.

Design Consultant. The term "Design Consultant" refers to the person or firm designated by the Authority to perform architectural and/or engineering functions on the Project. During construction certain functions will be performed at the direction of the Construction Manager.

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Direct. Action of the Authority or Construction Manager by which the Contractor is ordered to perform or refrain from performing work under the Contract.

Drawings. "Drawings" shall mean Plans.

Favorable Review. "Favorable Review" means that the person or entity acting on behalf of the Authority has reviewed a proposal or submittal and found it acceptable as to the aspects for which review was sought. "Favorable Review" does not imply any approval of deviations from the Contract Documents, which can only be made by formal field Directive, Field Order or Contract Change Order.

Field Directive. Written documentation of the actions of the Authority or Construction Manager in directing the Contractor. Also referred to as a Directive.

Field Order. A written instruction given to the Contractor authorizing work that is a change to the scope of work carried out on a time and material basis.

Float. "Float" or "total float" is the difference between the early finish date and the late finish date of an activity.

Furnish. To deliver to the job site or other specified location any item, equipment or material.

General Conditions. Section 00 72 00, General Conditions, and Section 00 73 00, Supplementary General Conditions, which form part of the Contract Documents representing the general clauses that establish how the Project shall be administered.

General Requirements. Division 1, General Requirements, which form part of the Contract Documents establishing special conditions or requirements peculiar to the work and supplementary to the General Conditions.

Herein. Refers to information presented in the Contract Documents.

Holidays. Legal holidays shall include the following holidays designated by the Authority: New Year's Day, President's Day, Memorial Day, Independence Day, Labor Day, Thanksgiving Day, the day after Thanksgiving, and Christmas Day.

Install. Placing, erecting, or constructing complete in place any item, equipment, or material.

Notice of Award. Notice of Award shall mean the written notice issued by Authority to Contractor that the Contract was awarded by the Commission. The Notice of Award requires that the Contractor shall execute a written Agreement and required supplementary documents and submit them to the Authority within twenty (20) days after the Contractor's receipt of the Notice of Award.

Notice to Proceed. Notice to Proceed shall mean the written notice issued by Authority to Contractor authorizing the Contractor to proceed with the Work and establishing the date of commencement of the Contract Time. Notice to Proceed may or may not include separate dates establishing the date of commencement of the submittal process.

Owner. The word "Owner" means Silicon Valley Clean Water.

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Paragraph. For reference or citation purposes, a paragraph shall refer to the paragraph, or paragraphs, called out by paragraph number and alphanumeric designator.

Person. The term, "Person" includes individuals, firms, companies, corporations, partnerships, joint ventures and any other form of a business entity.

Project. The work of construction to be performed under the provisions of the Contract.

Plans. "Plans" shall mean Drawings.

Provide. Furnish and install, complete in place.

Punch List. List of incomplete items of work and of items of work which are not in conformance with the Contract, prepared by the Construction Manager.

Shall. Refers to mandatory actions entered into by the Contractor or the Authority as a covenant with the other party to do or to perform the action. "Shall" is interchangeable with "will."

Shown. Refers to information presented on the drawings, with or without reference to the drawings.

Specify. Refers to information described, shown, noted or presented in any manner in any part of the Contract.

Subcontractor. A subcontractor is a person or entity who has a direct contract with the Contractor to perform any of the Work at the site. The term subcontractor means a subcontractor or subcontractor's authorized representative. The term subcontractor, does not include any separate contractor or any separate contractor's subcontractors.

Submittals. The information which is specified for submission to the Construction Manager in accordance with the Contract Documents.

Substantial Completion. Sufficient completion of the Project or the portion thereof to permit utilization of the Project or portion, not only that the work be sufficiently completed to permit utilization, but also that the Authority can effectively utilize the substantially completed work. Determination of substantial completion is solely at the discretion of the Authority. Substantial Completion does not mean complete in accordance with the Contract. Substantial Completion of all or any part of the Project does not entitle the Contractor to Acceptance under the Contract.

Substantial Completion Date. Date when the Authority puts into service, the Project, or that portion of the Project that has been determined to be substantially complete.

Sub-subcontractor. A sub-subcontractor is a person or entity who or which has a direct or indirect contract with a subcontractor to perform any of the Work at the site. The term sub-subcontractor means a sub-subcontractor or an authorized representative thereof, also sometimes referred to as subtier-subcontractor.

Supplier. Any Person who or which supplies materials or equipment for the Work, including
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that fabricated to a special design, including a Subcontractor or a Sub-Subcontractor.

Surety. The entity that joins with the Contractor in assuming liability for the faithful performance of the Work and for the payment of all obligations pertaining to the Work in accordance with the Contract Documents by issuing bonds or other financial guaranty required by the Contract Documents or by law.

Technical Specifications. Sections 02000 and all others following of the Contract Documents consisting of written descriptions of the technical features of materials, equipment, constructions systems, standards, and workmanship.

Will. Interchangeable with "Shall".

Work. The labor, materials, equipment, supplies, services, and other items necessary for the execution, completion and fulfillment of the Contract.

Work Day. Any day except Saturday, Sunday, and legal holidays.

3.0 ABBREVIATIONS

Whenever the following terms are used, the intent and meaning shall be as follows:

Abbreviation Stands For:

AASHTO	American Association of State and Highway and Transportation Officials
AAMA	Architectural Aluminum Manufacturers Association
ABMA	American Boiler Manufacturers Association
ACI	American Concrete Institute
ADC	Air Diffusion Council
AGA	American Gas Association
AGMA	American Gear Manufacturers Association
AISC	American Institute of Steel Construction
AISI	American Iron and Steel Institute
AMCA	Air Moving and Conditioning Association
ANSI	American National Standard Institute (formerly United States of America Standards Institute)
APA	American Plywood Association
API	American Petroleum Institute
AREA	American Railway Engineers Association
ASCE	American Society of Civil Engineers
ASHRAE	American Society of Heating, Refrigerating and Air Conditioning Construction Managers
ASME	American Society of Mechanical Engineers
ASTM	American Society of Testing and Materials
AWPA	American Wood-Preserver's Association
AWS	American Welding Society
AWWA	American Water Works Association
CAGI	Compressed Air and Gas Institute CAL/OSHA State of California Department of Industrial Relations, Division of Industrial Safety

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CBM	Certified Ballast Manufacturers
CBR	California Bearing Ratio
CI	Chlorine Institute
CISPI	Cast Iron Soil Pipe Institute
CMAA	Crane Manufacturers Association of America
CPSC	Consumer Products Safety Commission
CRA	California Redwood Association
CRSI	Concrete Reinforcing Steel Institute
CTI	Cooling Tower Institute
DFPA	Douglas Fir Plywood Association
EIA	Electronic Industries Association
EPA	U.S. Environmental Protection Agency
ETL	Electronic Testing Laboratory
FM	Factory Mutual Insurance Company
FPS	Fluid Power Society
FS	Federal Specifications
GO 95	General Order No. 95, California Public Utilities Commission Rules for Overhead Electric Line Construction
HI	Hydraulic Institute
HMI	Hoist Manufacturers Institute
IAPMO	International Association of Plumbing and Mechanical Officials
IBR	Institute of Boiler and Radiator Manufacturers
ICBO	International Conference of Building Officials
IEEE	Institute of Electrical and Electronic Engineers
IES	Illuminating Engineering Society
IPCE	International Power Cable Engineers Association
ISA	Instrument Society of America
ISO	International Organization for Standardization
NAAMM	National Association of Architectural Metal Manufacturers
NBS	National Bureau of Standards
NEC	National Electric Code
NEMA	National Electrical Manufacturers Association
NFPA	National Fire Protection Association
NSF	National Sanitation Foundation
NWMA	National Woodwork Manufacturers Association
OSHA	Occupational Safety and Health Act
PCMAC	Prestressed Concrete Manufacturers Association of California
SMACNA	Sheet Metal and Air Conditioning Contractors National Association
SSPC	Structural Steel Painting Council TCA Tile Council of America
UBC	Uniform Building Code
UPC	Uniform Plumbing Code
UL	Underwriters Laboratories
WCLIB	West Coast Lumber Inspection Bureau
WIC	Woodwork Institute of California

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SECTION 01 45 16

QUALITY CONTROL AND INSPECTION

1.0 TESTS

Additional requirements for tests are described in Section 01 75 16, **TESTING, ADJUSTING AND BALANCING OF SYSTEMS**, and the Plans and Specifications of these Contract Documents.

1.1 GENERAL

Testing and approval of work, as required by the Contract Documents, shall be performed only after timely notice of its readiness for inspection and testing and in the presence of the Construction Manager or its authorized representative. After testing, the work shall be covered up only upon consent of the Construction Manager.

The results of any tests made are for the information of the Construction Manager. Regardless of any test results, the Contractor is solely responsible for the quality of workmanship and materials and for compliance with the requirements of the Drawings and Specifications.

Except as specifically required under detail materials specifications for shop testing and inspection, all tests of materials furnished by the Contractor where tests will be made by the Construction Manager will be done in accordance with commonly recognized standards of national organizations. The Contractor shall furnish such samples of all materials as required by the Construction Manager without charge. No material shall be used unless it has been favorably reviewed by the Construction Manager.

Where such inspection and testing are to be conducted by an independent laboratory or agency, the sample or samples of materials to be tested shall be selected by such laboratory or agency, or the Construction Manager, and not by the Contractor.

1.2 COSTS OF TESTING

1.2.1 The Contractor shall be responsible for, and shall pay for, all quality control and off-site tests of materials required, except laboratory work for soil testing and concrete testing during construction. The Construction Manager shall have the right to witness all off-site tests and the Contractor shall furnish adequate notice of when tests will be made.

1.2.2 The Contractor shall be responsible for, and shall pay for, all source quality control and all on-site tests of materials required, except those tests specifically noted to be performed and paid by the Authority. The Construction Manager shall have the right to witness all on-site tests performed by the Contractor and the Contractor shall furnish adequate notice of when such tests shall be made.

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1.2.3 When, in the opinion of the Construction Manager, additional tests or inspections are required because of the manner in which the Contractor executes its work, such tests and inspections will be paid for by the Authority, but will be deducted from the Contract price. Examples of such additional tests and inspections are: tests of materials substituted for previously accepted materials, or substituted for specified materials, or retests made necessary by failure of material to comply with the requirements of the Contract Documents.

2.0 FURNISHING AND DISPOSAL OF TESTING WATER

The Contractor shall use recycled water for testing purposes if available.

Water for curing concrete shall be from a source approved by the Construction Manager and shall be furnished and disposed of by the Contractor.

All piping shall be pneumatically or hydraulically tested for tightness. Where water testing of piping is required, the Contractor shall furnish and dispose of the water which is required for testing of piping for tightness.

Note to Specification Preparer: If the project does not fall within the treatment plant boundaries, check with local agencies for discharge requirements.

The Contractor shall dispose of all testing water without damage to property, and in accordance with applicable regulations.

3.0 INSPECTION

3.1 GENERAL

The Contractor shall provide safe access for the Construction Manager and its inspectors to adequately inspect the quality of work and the conformance with the Contract Documents. The Contractor shall provide adequate lighting, ventilation, ladders and other protective facilities as may be necessary for the safe performance of inspections.

The Contractor shall submit samples or specimens of materials to be furnished or used in the Work as required by the Construction Manager.

The Contractor shall furnish the Construction Manager with all labor and facilities required for inspection such as excavation in compacted fill to take samples.

Whenever the Contractor varies the period during which work is carried out each day, the Contractor shall give due notice to the Construction Manager so that proper inspection may be provided. Any work done in the absence of the Construction Manager shall be subject to rejection.

Inspections, tests or favorable reviews by the Construction Manager or others shall not relieve the Contractor from its obligations to perform the work in accordance with the requirements of the Contract Documents.

Records shall be available at all reasonable hours for inspection by other local or State Agencies to ascertain compliance with laws and regulations. Upon completion of the Work

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the Construction Manager will conduct a final inspection as provided for in Section 00 72 00-8.7, FINAL INSPECTION AND PAYMENT.

3.2 WORK COVERED PRIOR TO INSPECTION AND/OR TESTING

Work requiring inspection and/or testing shall not be concealed or buried prior to the acceptance of such inspection or testing. Work covered without the favorable review or consent of the Construction Manager shall, if required by the Construction Manager, be uncovered for inspection and/or testing at the Contractor's expense.

3.3 WORK COVERED WITH PRIOR INSPECTION AND/OR TESTING

If the Construction Manager considers it necessary or advisable that covered work which was favorably inspected and tested be uncovered for reinspection and/or retesting, the Contractor, at the Construction Manager's request, will uncover, expose or otherwise make available for observation, inspection or testing, as the Construction Manager may require, that portion of the work in question, furnishing all necessary labor, materials, tools and equipment. If it is found that such work is defective, the Contractor will bear all expenses of such uncovering, exposure, observation, inspection and testing and of satisfactory reconstruction. If, however, such work is not found to be defective the Contractor will be allowed an increase in the Contract Price or an extension of the Contract Time, or both, directly attributable to such uncovering, exposure, observation, testing and reconstruction and an appropriate Contract Change Order shall be issued for such additional work.

***** END OF SECTION *****

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SECTION 01 51 00

TEMPORARY UTILITIES

1.0 CONTRACTOR'S TEMPORARY UTILITY SERVICES

The Contractor shall make its own arrangements for any utility services including but not limited to power, water, telephone and sanitation service the Contractor will require for its field office and operations during the life of this Project. All utility costs will be at the Contractor's expense.

The Contractor shall use recycled water for all work performed outside the treatment plant boundaries unless otherwise approved by the Construction Manager.

Note to Specification Preparer: The following paragraph should only be used (and UNSHADED) if the construction project is on the plant site. Delete this note during specification development.

The Contractor may use available reclaimed water (non-potable treated wastewater) and 120-volt AC electrical power, free of charge, from nearby outlets. Contractor is to provide water and power if SVCW resources are not available. The Contractor shall notify the Construction Manager of any damage to reclaimed water facilities or electrical facilities and will be held responsible for said damages.

2.0 LIGHTING

The Contractor shall provide all necessary lighting. It shall provide lighting adequate to perform work under this Contract. Lighting equipment shall be suitable for the environment encountered.

3.0 SANITATION

The Contractor shall provide chemical toilets and other sanitary facilities required for its employees and subcontractors.

4.0 HEATING AND VENTILATION

The Contractor shall provide all means for heating and ventilating all work areas as may be required to protect the Work or to provide a safe environment for workers.

*** END OF SECTION ***

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SECTION 01 57 00

TEMPORARY CONTROLS

1.0 SECURITY

Existing fences enclose the existing facilities. While it may be necessary for the Contractor to remove some of the existing fences for installation of the proposed improvements, the Contractor's operations shall not reduce the present protection and security. If the present fences are removed, an equivalent temporary continuous perimeter protection shall be provided and new fence which matches the existing fence shall be installed to replace the existing fence prior to the completion of the Work.

2.0 PROTECTION OF WORK, PROPERTY AND PERSONS

The Contractor shall be responsible for the care of all Work until its completion and final Acceptance; and the Contractor shall, at its own expense, replace damaged or lost material and repair damaged parts of the Work, or the same may be done by the Authority and the Contractor and its sureties shall be liable therefor. The Contractor shall make its own provisions for properly storing and protecting all material and equipment against theft, injury, or damage from any and all causes. Damaged material and equipment shall not be used in the Work. The Contractor shall take all risks from floods and casualties, or for delays from such causes. The Contractor may, however, be allowed a reasonable extension of time on account of such delays, subject to the conditions herein before specified. The Contractor shall remove from the vicinity of the completed Work all plant, buildings, rubbish, unused material, concrete forms, sheeting or equipment belonging to the Contractor or used under its discretion during construction; and in the event of the Contractor's failure to do so, the same may be removed by the Authority at the expense of the Contractor, and the Contractor and its sureties shall be liable therefor.

The Contractor shall adopt all practical means to minimize interference to traffic and inconvenience, discomfort, or damage. The Contractor shall protect against damage to structures crossing trenching or encountered in the Work and shall be responsible for any damage done to such structures, or damage therefrom. The Contractor shall support or replace, any such structures without delay and without any additional compensation, to the entire satisfaction of the Construction Manager. All obstructions to traffic shall be guarded by flagmen as required and by barriers and illuminated at night. The Contractor shall be responsible for all damage to persons and property directly or indirectly caused by its operations, and under all circumstances the Contractor shall comply with the regulations of the City or County, and the laws and regulations of the State of California, relative to safety of persons and property and the interruption of traffic and the convenience of the public within the respective jurisdiction, and the Contractor shall be solely responsible for any damages caused by failure to provide proper safety. The Contractor will be held responsible for and be required to make restitution, at its own expense, for all damage to persons or property caused by the Contractor or subcontractor, or the agents, or employees of either during the progress of the work and until its final Acceptance.

3.0 PUBLIC ACCESS

The design of the facilities included in this Project has been based on the concept that the structures are not accessible to and usable by the handicapped and the general public. Consequently, stairs, landings, platforms, railings, ladders, exits, and the like were designed to conform only to the requirements for industrial use by authorized persons.

4.0 ROADS

Roads subject to interference by the prosecution of the Work covered by this Contract shall be kept open. Affected roads shall be replaced to their original condition unless specifically shown otherwise on the Drawings.

Where full use of a road is required to be restricted, the Construction Manager shall be notified and such signs and barricades shall be provided by the Contractor as necessary. Excavated dirt shall not be stored on roads, paths, or planted areas. Care shall be taken to protect improvements. Trenches excavated within or adjacent to roads shall be covered with trench plates during non-working hours.

All truck traffic to and from the SVCW wastewater treatment plant shall be limited to Redwood Shores Parkway to and from Highway 101. Truck traffic on Redwood Shores Parkway shall be limited to the right-hand lane. For additional truck traffic restrictions from Highway 101, see Article 13.0 of this Section.

5.0 DUST CONTROL

During the performance of all work under this Contract, the Contractor shall assume all responsibility for dust control and shall furnish all labor, equipment, and means required to carry out proper and efficient measures wherever and whenever dust control is necessary to prevent the Contractor's operations from producing dust damage and nuisance to persons and property. Any claims resulting from dust damage or nuisance shall be borne solely by the Contractor.

6.0 REMOVED MATERIALS

All concrete, paving, reinforcing steel, fencing materials, rock, soil, strippings, and other waste material and construction debris shall be removed from the site by the Contractor and disposed of in accordance with applicable regulations and laws.

7.0 CONSTRUCTION CLEANING

Throughout the period of construction the Contractor shall maintain the Work site; including work, storage, parking, and employee areas; free and clean of all rubbish and debris, and shall promptly remove from the site, or from property adjacent to the site of the Work, all unused and rejected materials, surplus earth, concrete, plaster, and debris. In particular the Contractor shall keep the site clean to maintain safe access and to avoid fire hazard.

8.0 DRAINAGE CONTROL

In excavation, fill, and grading operations care shall be taken to disturb the pre-existing drainage pattern as little as possible. Particular care shall be taken not to direct drainage water onto private property, into streets or drainageways inadequate for the increased flow, or into biologically sensitive areas if shown on the Contract Drawings. Drainage means shall be provided to protect the Work. Drainage control shall be provided by the Contractor in compliance with all applicable regulations and laws.

9.0 CONSTRUCTION PARKING CONTROL

Contractor parking within the project area shall only be allowed within the areas, if any, designated for such use by the Authority.

10.0 BARRICADES, FENCES, AND SITE SECURITY

The Contractor is responsible for providing and maintaining barricades and signage as are required by local laws and are necessary to prevent accidental falls through any unattended open hatches or trenches, or entrances into potentially hazardous work areas in the Contractor's work area.

Any cones, delineators, or similar items placed near open tanks or basins that could inadvertently drop into the tank or basin shall be equipped with buoys or floats, positively affixed to or inserted into the item, with sufficient buoyancy to float the item for ease of retrieval.

Fences subject to interference shall be maintained by the Contractor during the Work. Affected fences shall be replaced to their original condition unless specifically shown otherwise on the Drawings.

Note to Specification Preparer: Include the shaded paragraphs below if temporary fencing is required for this project. If not, delete the paragraphs below. Delete this note during specification development.

Except as otherwise provided, the Contractor shall enclose the site of the Work with a fence adequate to protect the Work and temporary facilities against acts of theft, violence, or vandalism.

In the event all or a part of the site is to be permanently fenced, this permanent fence or a portion thereof may be built to serve for protection of the Work site, provided however, that any portions damaged or defaced shall be replaced prior to final acceptance.

Temporary openings in existing fences shall be protected to prevent intrusion by unauthorized persons. During night hours, weekends, holidays, and other times when no work is performed at the site, the Contractor shall provide temporary closures or guard service to protect such openings. Temporary openings shall be fenced when no longer necessary.

Note to Specification Preparer: Include all site specific safety requirements (e.g. temporary covers on shafts, fencing around trenches, signage indicating potential hazards) in the space provided below. Coordinate with Section 01 11 00 Paragraph 2.4,

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WORK SEQUENCE ACTIVITIES AND CONSTRAINTS. Delete this note during specification development.

11.0 TREES AND SHRUBS

Except as noted on the Plans, the Contractor shall remove no trees or shrubs without authorization of the Construction Manager. Serious injuries to trees shall be avoided. No major roots shall be cut if, on the opinion of the Construction Manager, such cutting would seriously injure or imperil the health of the trees.

12.0 OFFICE OF CONTRACTOR AT SITE

During the performance of this Contract, the Contractor shall maintain a suitable office at the site of the Work which shall be the headquarters of a representative authorized to receive drawings, instructions, or other communications or articles from the Construction Manager or the Authority; and any such thing tendered to the said representative or delivered at the Contractor's office at the site of the Work in the representative's absence shall be deemed to have been received by the Contractor.

13.0 WORKING HOURS

Note to Specification Preparer: Confirm with SVCW that the working hours defined below are correct and make any necessary changes. Delete this note during specification development.

Normal Authority working hours are 6:00 a.m. to 3:30 p.m. excluding weekends and Authority holidays. Construction shall be allowed only between the hours of seven (7:00) a.m. and six (6:00) p.m. on weekdays. When approved in advance by the Authority, construction may be extended to include weekends and holidays but shall be limited to the hours between nine (9:00) a.m. and six (6:00) p.m. on weekends and holidays, unless otherwise approved by the Authority in writing. Any 24 hour workday requirements or emergency work must also be approved in advance by the Authority in writing and comply with all noise ordinances and regulations.

The Contractor shall be responsible for all CalTrans and Local permits, including but not limited to, permit application, payment, and maintenance of all required permits and fees. For additional truck traffic restrictions see Article 4.0 of this Section.

The Contractor shall be responsible for any inspection and additional administration costs incurred by the Authority, or its agents and representatives, for work by the Contractor outside the normal Authority working hours defined above on weekdays, or any work on weekends or holidays recognized by the Authority. Such costs shall be withheld from the succeeding monthly partial payment. Any work in Section 01 11 00, **SUMMARY OF WORK**, specifically required to be performed outside the normal working hours is excluded from the provisions of this paragraph.

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Work activities requiring multiple shifts, shifts requiring extended hours or continuous operations, are also excluded from the provisions of this paragraph.

The Contractor shall notify the Construction Manager at least 24 hours prior to any work outside the normal working hours defined above, on weekends or holidays.

14.0 CONSTRUCTION MANAGER'S OFFICE

A temporary Construction Manager's office shall be provided by the Construction Manager and located at the site of the Work.

The Contractor shall provide a temporary 100 ampere, 120/240V, single-phase PG&E electrical service to the office, including an adequate outdoor disconnect switch and a circuit breaker panel with a main circuit breaker located on the inside of the office. The electrical distribution panel shall be 120/240V, single-phase service with no less than six (6) 110V, 20 amp, 60 Hz circuits and spaces for six (6) additional single-pole circuit breakers.

Electrical service to the Construction Manager's office shall be provided at the Project site no later than five (5) days after the date established in the Notice to Proceed for the commencement of Contract Time and shall be maintained until recording of the Notice of Completion.

15.0 REGULATORY SAMPLE STATIONS

Numerous sample stations are located throughout the treatment plant which SVCW staff must regularly access to take required regulatory samples. It is imperative that these stations remain accessible, and the Contractor shall thoroughly review the SVCW Sample Site Guidebook located in Appendix 6 and ensure that its operations fully comply with the stipulations therein.

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SECTION 01 66 00

MATERIAL AND EQUIPMENT

1.0 SALVAGING AND STORAGE OF EQUIPMENT AND MATERIALS

In addition to any items identified in the Technical Specifications the following existing equipment, piping, materials, fittings and appurtenances which are removed and not reincorporated in the Work, shall be salvaged by the Contractor and shall remain the property of the Authority, and shall be delivered and stored by the Contractor at the location on the site designated by the Construction Manager:

Note to Specification Preparer: Coordinate with the Construction Manager to list the items for salvage and unshade the paragraph. Delete this note during specification development.

All metal materials suitable for salvage and recycling

All other existing equipment, piping, materials, fittings and appurtenances, junk, scrap materials, and all other items removed by the Contractor and not retained by the Authority, shall be removed by the Contractor from the site.

2.0 CONTRACTOR STORAGE AREAS

Note to Specification Preparer: Select Paragraph 2.1, 2.2 and/or Paragraph 2.3 based on the location of project storage and staging areas. Unshade the applicable paragraph(s) and delete any that are not used and write "2.X NOT USED". Delete this note during specification development.

2.1 STORAGE ON AUTHORITY-OWNED PROPERTY

Use of portions of the Authority-owned area at the site for materials and equipment storage will be permitted upon approval by the Construction Manager. The Contractor shall take all responsibility for storage of materials. No equipment for incorporation in the project may be stored in any area subject to flooding. Pre-approved staging areas on Authority-owned property, if any, are shown on the Drawings.

2.2 STORAGE ON PROPERTY NOT OWNED BY THE AUTHORITY

The staging and storage areas shown on the Contract Drawings are located on public and private property not owned by the Authority. The Authority has procured the right to use the designated staging and storage areas for construction purposes from the property owners. The Authority shall be specifically exempted from any liability incurred by the Contractor from the use of property other than the property procured by the Authority for construction purposes. The Contractor shall take all responsibility for security, damage or loss of materials in storage. No equipment for incorporation in the Project may be stored in any area subject to flooding.

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2.3 STORAGE ON PROPERTY PROCURED BY THE CONTRACTOR

Any agreement made between the Contractor and a private property owner, for the use of any part of the owner's property for storage and staging, shall provide that the Authority is exempted from any and all liability. The Contractor shall provide the Authority with written confirmation of compliance with this provision.

3.0 HAZARDOUS MATERIALS

All hazardous materials shall be stored and handled in strict accordance with the Safety Data Sheets for the products. Safety Data Sheets shall be submitted to the Construction Manager prior to the delivery of materials to the Project. The storage and handling of potential pollution causing and hazardous materials, including but not necessarily limited to, gasoline, oil and paint shall be in accordance with all local, state and federal requirements.

***** END OF SECTION *****

SECTION 01 71 23

FIELD ENGINEERING

1.0 DATUM

Elevation datum for this project is based on the Project Bench Mark shown on the Drawings. All connections shall be installed based on actual elevations of existing structures to which connections are made.

2.0 LINES AND GRADES

The Contractor shall lay out all work, including structures and pipelines, and shall be responsible for any errors resulting therefrom. In all questions arising as to proper location of lines and grades, the Construction Manager's decision will be final.

As part of the Bid Price for the construction of the improvements, the Contractor shall provide and be responsible for the layout of all work. The Contractor shall provide all necessary surveys, field staking, and positioning for the construction of all components at the proper alignment, elevations, grades, and positions, as indicated on the Drawings and as required for the proper operation and function. The Contractor shall stake its work limits.

The Contractor's layout shall be based on existing structures, survey control and bench marks established by the Authority.

The Contractor shall supply such labor as required, at no extra charge, to aid and assist the Construction Manager in checking location and grades of the work as set by the Contractor if the Construction Manager desires to perform this checking. This shall include moving materials and equipment located between monuments and the construction work.

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SECTION 01 71 37

OPENINGS AND PENETRATIONS

1.0 GENERAL

1.1 SUMMARY

- A. Section Includes:
 - 1. All openings and penetrations in construction.
- B. Related Specification Sections include but are not necessarily limited to:
 - 1. Division 0 – Bidding and Contract Requirements.
 - 2. Division 1 – General Requirements.
 - 3. Technical Specifications as referenced in this Section.

1.2 QUALITY ASSURANCE

- A. Referenced Standards:
 - 1. American Concrete Institute (ACI):
 - a. 318, Building Code Requirements for Structural Concrete.
 - 2. ASTM International (ASTM):
 - a. A36, Standard Specification for Carbon Structural Steel.
 - b. A53, Standard Specification for Pipe, Steel, Black and Hot-Dipped, Zinc-Coated, Welded and Seamless.
 - 3. National Fire Protection Association (NFPA):
 - a. 70, National Electrical Code (NEC).
 - b. 90A, Standard for Installation of Air Conditioning and Ventilating Systems.
 - 4. Sheet Metal and Air Conditioning Contractors National Association (SMACNA).
- B. Request and obtain approval from Design Consultant before any openings larger than 100 square inches are made in existing or newly completed construction that are not indicated on the drawings.

1.3 DEFINITIONS

- A. Hazardous Areas: Areas shown in the Contract Documents as having Class I or Class II area classifications.
- B. Washdown Areas: Areas having floor drains or hose bibs.

1.4 SUBMITTALS

- A. Shop Drawings:
 - 1. See Division 1 for requirements for the mechanics and administration of the submittal process.
 - 2. For each structure provide dimensioned or scaled (minimum 1/8 inch = 1 foot) plan view drawings containing the following information:

- a. Vertical and horizontal location of all required openings and penetrations.
 - b. Size of all openings and penetrations.
 - c. Opening type.
 - d. Seal type.
3. Manufacturer's installation instructions for standard manufactured products.

2.0 PRODUCTS

2.1 MATERIALS

- A. Pipe Sleeves: Steel, ASTM A53, Schedule 40, black.
- B. Pipe Sleeves Penetrating into Corrosive Areas: Stainless steel 316, ¼ inch minimum thickness.
- C. Backing Rod and Sealant: See Specification Section XXXXX.
- D. Modular Mechanical Seals:
 - 1. Acceptable manufacturers:
 - a. Link-Seal.
 - 2. 316 Stainless Steel bolts, nuts and washers.
- E. Sheet Metal Sleeves: Steel, ASTM A36, 12 gauge.
- F. Commercial Wall Castings:
 - 1. For unclassified areas both sides of penetration:
 - a. Ductile iron, class equal to connecting piping system.
 - 2. For wet/corrosive areas either side of penetration:
 - a. Stainless steel, 316.

3.0 EXECUTION

3.1 INSTALLATION AND APPLICATION

- A. Prior to any coring, drilling or saw cutting of any existing concrete, the Contractor must first confirm the location and layout of existing structural members and obstructions in the concrete by x-ray scanning and a method of scanning that can identify non-metallic conduits. The results of the x-ray scanning must first be reviewed with the Construction Manager and Design Consultant before coring, drilling or saw cutting can commence. If the Contractor fails to follow the scanning procedure he/she/they will be held liable for any damage caused by coring, drilling, or saw cutting any existing concrete.
- B. Perform HVAC penetrations in accordance with NFPA 90A.
- C. Perform electrical penetrations in accordance with NFPA 70, Article 501.
- D. Install sleeves and castings in accordance with ACI 318, Chapter #6.
- E. Hot dip galvanize in accordance with Specification Section XXXXX (or paint in accordance with Specification Section XXXXX) all steel sleeves installed.

- F. When mechanical or electrical work cannot be installed as structure is being erected, provide and arrange for building-in of boxes, sleeves, insets, fixtures or devices necessary to permit installation later.
 - 1. Lay out chases, holes or other openings which must be provided in masonry, concrete or other work.
- G. Size sleeves, blockouts and cutouts which will receive sealant seal such that free area to receive sealant is minimized and seal integrity may be obtained.
- H. For insulated piping and ducts, size sleeves, blockouts and cutouts large enough to accommodate full thickness of insulation.
- I. Do not cut into or core drill any beams, joists, or columns.
- J. Do not install sleeves in beams, joists, or columns.
- K. Do not install recesses in beams, joists, columns, or slabs.
- L. Field Cutting and Coring:
 - 1. Saw or core drill with non-impact type equipment.
 - 2. Mark opening and drill small 3/4 inch or less holes through structure following opening outline.
 - 3. Sawcut opening outline on both surfaces.
 - a. Knock out within sawcuts using impact type equipment.
 - b. Do not chip or spall face of surface to remain intact.
 - c. Do not allow any overcut with saw kerf.
- M. Precast-Prestressed Concrete Construction:
 - 1. Do not cut openings nor core drill vertically or horizontally through stems of members.
 - 2. Do not locate or install sleeves or recess sleeves vertically or horizontally through or in stems of members.
 - 3. Cast openings and sleeves into flanges of units.
 - 4. Cast openings larger than 6 inches in diameter or 6 inches maximum dimension in units at time of manufacture.
 - 5. Cast openings smaller than 6 inches in diameter or 6 inches maximum dimensions in flanges of units at time of manufacture or field cut.
- N. Where alterations are necessary or where new and old work join, restore adjacent surfaces to their condition existing prior to start of work.
- O. Provide waterstop plate/anchor flange for piping, ducts, castings and sleeves cast-in-place in concrete.
 - 1. For fabricated units, weld plate to sleeve, pipe, or ductwork.
 - 2. For commercial castings, cast water stop/anchor with wall pipe.
 - 3. Plate is to be same thickness as sleeve, pipe, casting or ductwork.
 - 4. For fabricated units, diameter of plate or flange to be 4 inches larger than outside diameter of sleeve, pipe or ductwork.
 - 5. For commercial castings, waterstop/anchor size to be manufacturer standard.
 - 6. Provide continuous around entire circumference of sleeve, pipe, or ductwork.
- P. Where area is blocked out to receive sheet metal sleeve at later date:
 - 1. If blockout size is sufficient to allow placement, utilize dowels for interface of initially placed concrete and sleeve encasement concrete which is placed later.

- a. Size blockout based on sleeve size required plus 4 to 6 inches each side of sleeve for concrete encasement.
 - b. Provide #4 dowels at 12 inches spacing along each side of blockout with minimum of two (2) dowels required per side.
- 2. If blockout size is not sufficient to allow placement of dowels, provide keyway along all sides of blockout.
 - a. Size blockout based on sleeve size required plus 2 to 4 inches each side of sleeve for concrete encasement.
- Q. For interior wall applications where backer rod and sealant are specified, provide backer rod and sealant at each side of wall.
- R. Use full depth expanding foam sealant for seal applications into hazardous areas and applications where multiple pipes, conduits, etc. pass through single sleeve.
 - 1. Use full depth compressible sealant for applications involving single components passing through sleeves and for penetrations into non hazardous area.
- S. Do not make duct or conduit penetrations below high water levels when entering or leaving tankage, wet wells, or other water holding structures.
- T. Modular Mechanical Seals:
 - 1. Utilize one (1) seal for concrete thickness less than 8 inches and two (2) seals for concrete, 8 inches thick or greater.
 - 2. Utilize two (2) seals for piping 16 inches in diameter and larger if concrete thickness permits.
 - 3. Install seals such that bolt heads are located on the most accessible side of the penetration.
- U. Backer Rod and Sealant:
 - 1. Install in accordance with Specification Section XXXXX.
 - 2. Provide backer rod and sealant for modular mechanical seal applications.
 - a. Apply on top side of slab penetrations and on interior, dry side wall penetrations.
- V. Refer to Drawings for location of fire-rated walls, floors, and ceilings.
 - 1. Utilize firestopping materials and procedures specified in Specification Section XXXXX in conjunction with scheduled opening type to produce the required fire rating.

3.2 SCHEDULES

- A. General Schedule of Penetrations through Floors, Roofs, Foundation Base Slabs, Foundation Walls, Foundation Footings, Partitions and Walls for Ductwork, Piping, and Conduit:
 - 1. Provide the following opening and penetration types:
 - a. Type A - Block out 2 inches larger than outside dimensions of duct, pipe, or conduits.
 - b. Type B - Saw cut or line-drill opening. Place new concrete with integrally cast sheet metal or pipe sleeve.
 - c. Type C - Fabricated sheet metal sleeve or pipe sleeve cast-in-place. Provide pipe sleeve with water ring for wet and/or washdown areas.

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- d. Type D - Commercial type casting or fabrication.
 - e. Type E - Saw cut or line-drill opening. Place new concrete with integrally cast pipe, duct or conduit spools.
 - f. Type F - Integrally cast pipe, duct or conduit.
 - g. Type G - Saw cut or line-drill and remove area 1 inch larger than outside dimensions of duct, pipe or conduit.
 - h. Type H - Core drill.
 - i. Type I - Block out area. At later date, place new concrete with integrally cast sheet metal or pipe sleeve.
2. Provide seals of material and method described as follows.
 - a. Category 1 - Modular Mechanical Seal.
 - b. Category 2 - Roof curb and flashing according to SMACNA specifications unless otherwise noted on Drawings. Refer to **Specification Section XXXXX** and roofing Specification Sections for additional requirements.
 - c. Category 3 - 12 gauge sheet metal drip sleeve set in bed of silicon sealant with backing rod and sealant used in sleeve annulus.
 - d. Category 4 - Backer rod and sealant.
 - e. Category 5 - Full depth compressible sealant with escutcheons on both sides of opening.
 - f. Category 6 - Full depth compressible sealant and flanges on both sides of opening. Flanges constructed of same material as duct, fastened to duct and minimum 1/2 inch larger than opening.
 - g. Category 7 - Full depth compressible sealant and finish sealant or full depth expanding foam sealant depending on application.
 3. Furnish openings and sealing materials through new floors, roofs, partitions and walls in accordance with Schedule A, Openings and Penetrations for New Construction.
 4. Furnish openings and sealing materials through existing floors, roofs, partitions and walls in accordance with Schedule B, Openings and Penetrations for Existing Construction.

**SCHEDULE A. OPENINGS AND PENETRATIONS SCHEDULE
FOR NEW CONSTRUCTION**

APPLICATIONS	DUCTS		PIPING		CONDUIT	
	OPENING TYPE	SEAL CATEGORY	OPENING TYPE	SEAL CATEGORY	OPENING TYPE	SEAL CATEGORY
Through floors with bottom side a hazardous location	C F I	7 Not Req 7	D F I ⁽¹⁾	Not Req Not Req 7	C F	7 Not Req
Through floors on grade above water table	C F I	4 Not Req 4	C F I ⁽¹⁾	7 Not Req 7	C F I ⁽¹⁾	4 Not Req 7
Through slab on grade below water table	F	Not Req	F	Not Req	F	Not Req
Through floors in washdown areas	C I	4 4	C H ⁽²⁾ I ⁽¹⁾	4 3 4	F H ⁽²⁾ I ⁽¹⁾	Not Req 3 7
Through walls where one side is a hazardous area	C F I	7 Not Req 7	D F I ⁽¹⁾	Not Req Not Req 7	C F	7 Not Req
Through exterior wall below grade above water table	C F I	7 Not Req 7	C D F I ⁽¹⁾	1 Not Req Not Req 1	F I ⁽¹⁾	Not Req 7
Through wall from tankage or wet well (above high water level) to dry well or dry area	C F I	7 Not Req 7	C D F H ⁽²⁾	1 Not Req Not Req 1	C F H ⁽²⁾ I ⁽¹⁾	7 Not Req 7 7
Through wall from tankage or wet well (below high water level) to dry well or dry area	F	Not Req	F	Not Req	F	Not Req
Through exterior wall above grade	A B C	6 6 6	A B D H ⁽²⁾	5 5 Not Req 5	C H ⁽²⁾	5 4
Roof penetrations	A	2	A	2	A	2
Through interior walls and slabs not covered by the above applications	A C	4 4	A C	4 4	A C F	4 4 Not Req

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**SCHEDULE B. OPENINGS AND PENETRATIONS SCHEDULE
FOR EXISTING CONSTRUCTION**

APPLICATIONS	DUCTS		PIPING		CONDUIT	
	OPENING TYPE	SEAL CATEGORY	OPENING TYPE	SEAL CATEGORY	OPENING TYPE	SEAL CATEGORY
Through floors with bottom side a hazardous location	B E	7 Not Req	B ⁽¹⁾ E ⁽³⁾ H ⁽²⁾	7 Not Req 7	B ⁽¹⁾ E ⁽³⁾ H ⁽²⁾	7 Not Req 7
Through floors on grade above water table	B	7	B	7	B	7
Through slab on grade below water table	E	Not Req	E	Not Req	E	Not Req
Through floors in washdown areas	G	3	G H ⁽²⁾	3 3	G H ⁽²⁾	3 3
Through walls where one side is a hazardous area	B E	7 Not Req	B ⁽¹⁾ B ⁽³⁾ E H ⁽²⁾	7 1 Not Req 7	B ⁽¹⁾⁽³⁾ E H ⁽²⁾	7 Not Req 7
Through exterior wall below grade above water table	B	7	B ⁽¹⁾ B ⁽³⁾ H ⁽²⁾	7 1 7	B ⁽¹⁾⁽³⁾ H ⁽²⁾	7 7
Through wall from tankage or wet well (above high water level) to dry well or dry area	B E	7 Not Req	B E H ⁽²⁾	1 Not Req 1	B ⁽¹⁾⁽³⁾ E H ⁽²⁾	7 Not Req 7
Through wall from tankage or wet well (below high water level) to dry well or dry area	E	Not Req	E	Not Req	E	Not Req
Through exterior wall above grade	G	6	G ⁽¹⁾⁽³⁾ H ⁽²⁾	5 5	G ⁽¹⁾⁽³⁾ H ⁽²⁾	5 7
Roof penetrations	G	2	G ⁽¹⁾⁽³⁾ H ⁽²⁾	2	G	2
Through interior walls and slabs not covered by the above applications	G	4	G ⁽¹⁾⁽³⁾ H ⁽²⁾	4 4	G ⁽¹⁾⁽³⁾ H ⁽²⁾	4 4

- (1) Multiple piping 3 IN and smaller or multiple conduits.
- (2) Single pipe 3 IN and smaller or single conduit.
- (3) Single pipe or conduit larger than 3 IN.

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SECTION 01 74 23

FINAL CLEANUP

1.0 FINAL SITE CLEAN-UP

Upon completion of the Work, and prior to Acceptance, the Contractor shall remove from the vicinity of the Work all plant, surplus material, and equipment belonging to the Contractor or used under its direction during construction. The Contractor shall remove all storage containers, waste bins, soil stockpiles, and field offices by the end of the time allowed for the Punch List period, as defined in Section 00 72 00-8.6, SUBSTANTIAL COMPLETION. Should the Contractor fail to remove any remaining items within five (5) days after written notice, the Authority shall charge the Contractor with the actual costs of such necessary labor and material required for removal.

2.0 FINAL BUILDING CLEAN-UP

On all building projects and wherever else applicable, besides general broom cleaning, the following special cleaning shall be performed at completion of the Work:

- A. Putty stains and paint shall be removed from glass; glass shall be washed and polished, inside and outside. Care shall be exercised so as not to scratch glass.
- B. Marks, stains, fingerprints, and other soil and dirt shall be removed from painted, decorated, or stained work.
- C. Waxed woodwork shall be cleaned and polished.
- D. Hardware shall be cleaned and polished of all traces; this shall include removal of stains, dust, dirt, paints, and blemishes.
- E. Spots, soil, paint, plaster, and concrete shall be removed from tile; tile work shall be washed afterwards.
- F. Fixtures and equipment shall be cleaned and stains, paint, dirt, and dust shall be removed.
- G. Temporary floor protections shall be removed; floors shall be cleaned, waxed, and buffed.
- H. Dust, cobwebs, and traces of insects and dirt shall be removed.
- I. All other cleaning applicable to the work performed on the Project in order to convey to the Authority a sanitary, orderly, and aesthetically acceptable facility.

*** END OF SECTION ***

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SECTION 01 75 16

STARTING, TESTING, ADJUSTING, AND BALANCING OF SYSTEMS

1.0 INITIAL PLANT START-UP AND OPERATION OF FACILITIES

During the construction of this Project, use of the newly constructed facilities, prior to Acceptance, may be necessary in order that the entire facility can be constructed. Initial lubrication of all equipment, and all lubrication and maintenance and such staff as required for test operation, shall be provided by the Contractor until the Authority assumes operation. The Authority will pay for electricity, chemicals, lubricant, and will supply operators after assuming operation. The Contractor shall train the Authority's personnel in the proper operation and control of the new facilities. The Contractor shall also furnish all such mechanical and electrical workers as required to make adjustments and maintain the operating equipment until Acceptance. Maintenance of operating equipment shall include adjustments, replacements, and modifications as required. The Contractor shall initially lubricate all equipment and furnish the Authority with a lubricant schedule indicating the type of lubricant needed, amounts, and frequency of application. Use of facilities and/or equipment will in no way constitute Acceptance of the facilities and/or equipment being used. The Contractor shall notify the Authority at least thirty (30) days before any Authority furnished lubricants, fuel, chemicals, gas, or power will be required for the initial partial operating periods.

The cost of all labor, material, and equipment required to be furnished by the Contractor as part of the initial start-up operation shall be included in the Proposal.

The Contractor must provide all final operation and maintenance data prior to equipment delivery, beneficial occupancy and prior to Acceptance as described in Section 01 78 23, **OPERATION AND MAINTENANCE DATA.**

2.0 START-UP AND TEST PROCEDURE

Refer to Section 01 45 16, **QUALITY CONTROL AND INSPECTION**, for general comments concerning testing. Additional requirements for Start-up and Test Procedure may be described in other Technical Paragraphs of the Specifications. Tests shall be performed to determine whether equipment will operate properly and is adjusted correctly for the work intended. Any corrective work or replacement shall be performed before Acceptance.

Testing procedures shall be submitted to the Construction Manager at least thirty (30) days before the Contractor intends to implement such procedures. The testing procedures listed shall include a list of the equipment to be tested and the procedures which the Contractor proposes for testing and start-up of all equipment which will be operated individually and also in conjunction with other related equipment. Testing during commissioning shall include at a minimum:

Note to Specification Preparer: Unshade the bullets below depending on what testing requirements will be used on the project. Add as necessary. Delete this note during specification development.

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- a) Field functional testing
- b) Operational wet testing
- c) Field controls testing
- d) SCADA interface testing
- e) Controls and logic testing
- f) Startup testing
- g) Performance testing
- h)

The manufacturer's factory-trained personnel, as required in the Technical Specifications, shall be available during the testing procedures and shall perform such instructional procedures as are required for Authority personnel.

Testing and start-up procedures for the various equipment will include detailed check-out of all electrical, mechanical and instrumentation prior to actual equipment operations. Electrical circuits and control devices shall be considered in testing procedures and a specific step by step sequence shall be implemented to insure that the equipment is properly operational and adjusted prior to operation.

The Contractor shall assume all risk for failure during the testing procedure. The equipment shall be delivered in operating condition by the Contractor, and the Contractor shall repair any defects which may be present or may be caused by the testing procedure.

At the completion of testing each piece of mechanical, electrical or instrumentation equipment, a check-out form shall be supplied for each piece of equipment which can be subsequently used to insure that the check-out test is performed prior to subsequent equipment start-up.

If in the performance of the test it is determined that the equipment, in order to perform properly, requires replacement, adjustment, or modification, testing shall be repeated following such alteration, so that the testing procedures will relate to the equipment as finally delivered to the Authority.

2.1 COMMISSIONING

Following completion of the equipment and system performance and operational testing, the Contractor shall remove temporary piping, bulkheads, controls and other alterations to the permanent systems that may have been needed during the performance and operational testing, clean all sumps; and dewater all process units for final inspection as a condition precedent to commissioning.

A commissioning team shall be assembled by the Contractor to respond to requests for assistance during the commissioning period. The commissioning team shall consist of representatives of the Contractor's mechanical, electrical, and instrumentation subcontractors, and others as appropriate. The commissioning team shall be available at the site of the work during normal working hours and shall be available within 2 hours' notice at all other times upon notice by telephone. The commissioning team shall be equipped and ready to provide for emergency repairs, adjustments, and corrections to the equipment and systems installed and modified when under contract.

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The Authority's operation and maintenance personnel will be responsible for operation of the systems during the commissioning period. Following an acceptable commissioning period, performance testing as outlined in Section 01 75 16-4.0, **START-UP/OPERATIONAL TESTING**, shall begin.

3.0 TRAINING OF AUTHORITY PERSONNEL

Operation and maintenance training of Authority personnel shall be provided for mechanical, electrical, instrumentation and control equipment as listed in this section or elsewhere in the Contract Documents. These training services shall be conducted by the Manufacturer's Representative and shall emphasize theory of operations, startup instructions, emergency and normal shutdown instruction, lockout procedures, troubleshooting, preventative maintenance, and alarm and control logic. Equipment training shall be completed three (3) days prior to beginning operational testing. The trainer shall be familiar with the operation and maintenance of the system and equipment. The training shall be in a format that is available to off-shift personnel and include a written lesson plan for process systems and associated equipment. Equipment and process training information, procedures and information shall be provided in an electronic searchable pdf format for use and access in an electronic O&M or CMMS. The Contractor is responsible for providing training materials to the Authority which shall include a summary of all preventative maintenance and corrective maintenance required for mechanical, electrical, instrumentation, and control equipment.

The Contractor shall coordinate training periods with the Authority's and Manufacturer's Representatives, and shall submit a training schedule and training materials, including agenda and topics to be discussed, for each piece of equipment or system to the Construction Manager for review and acceptance no later than ninety (90) days prior to planned training. Training shall not commence until acceptance of the schedule and training materials by the Construction Manager. All training should occur twice on Wednesdays with start times of 6:00 am and 2:00 pm. All training should occur on-site in an Authority provided conference room and/or in the field where demonstration of the newly installed equipment can occur. The Authority reserves the right to request multiple shifts or multiple days of training (or both) to ensure all of its operation and maintenance personnel receive training on the new equipment or system. All training shall be completed prior to beginning operational testing. The Authority shall have the right to record (both audio and visual) any and all training sessions.

The Contractor shall confirm each training session a minimum of three (3) working days prior to the scheduled time.

4.0 START-UP / OPERATIONAL TESTING

Upon successful completion of operator training and testing, the Contractor shall startup the facilities and test operation and performance of the system by conducting a seven (7) day, continuous operational test of the completed facilities as an operational process unit to demonstrate to the Construction Manager's satisfaction that all equipment and systems required by these specifications will operate in the manner in which they are intended to perform. The Authority will provide Contractor-trained operating personnel for the duration of the operational test. Operational testing shall be conducted under the supervision and direction of the Contractor.

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All defects in materials or workmanship, which appear during the operational test, shall be immediately corrected by the Contractor. In the event of a malfunction or deficiency that results in shutdown or partial operation of a system or process unit or results in performance that is less than that specified, the startup duration shall be repeated for that corresponding system or process unit and any other affected equipment so its proper operation and performance as required by the Contract Documents is demonstrated for a minimum of seven (7) continuous and trouble free days. If the operational test is interrupted through no fault of the Contractor, the test may resume at the earliest mutually agreeable time to complete seven (7) total days.

No unit process or part thereof shall be placed in service until it has successfully completed operational testing. The Contractor shall provide the appropriate construction trades and the services of authorized Manufacturer's Representatives for operations testing and as necessary, to correct faulty equipment operations. After completion of all startup/operational testing, the Contractor shall repaint, hose, scrub, clean up and return the Work area to a condition acceptable to the Construction Manager.

Note to Specification Preparer: Unshade the section below if SVCW pre-purchased any equipment that the contractor will install. If it is not used on the Project, delete the language below and insert "4.1 NOT USED" in its place. Delete this note during specification development.

4.1 OWNER FURNISHED EQUIPMENT TESTING

The equipment manufacturer and/or supplier is responsible for start-up and testing of Owner furnished equipment and materials. The Contractor shall give notice to the Construction Manager two (2) weeks before the equipment needs to be tested to coordinate with the Supplier. The Contractor shall provide support during start-up and testing for the installation of the Owner furnished equipment including, but not limited to providing access to equipment accessories, and making mechanical adjustments to the installation and supports. The Owner furnished equipment will not be considered in place and operational until successful start-up has been completed by the Supplier.

***** END OF SECTION *****

SECTION 01 78 23

OPERATION AND MAINTENANCE DATA

1.0 OPERATION AND MAINTENANCE

The Contractor shall submit the preliminary Operation and Maintenance Manual within thirty (30) working days of an approved submittal and prior to the delivery and installation of any item of machinery or equipment. The manual will be reviewed by the Construction Manager for general content, and the Construction Manager will advise the Contractor within seven (7) days of receipt if the manual is acceptable in general content for the delivery and installation of the equipment or machinery. No equipment or machinery shall be delivered or installed if the general content of the manual is found to be deficient. The final Operation and Maintenance Manuals must be submitted and favorably reviewed prior to Acceptance. Content of all submittals shall be provided in Microsoft Word (*.doc file format) and AutoCAD (*.dwg file format) electronic files. Drawings shall be provided in both Adobe Acrobat (*.pdf) and AutoCAD (*.dwg) file formats.

All submittals prior to favorable review of the Operation and Maintenance Manuals shall be in their original electronic format, as well as pdf. Hard copies of the manuals shall be provided for review at the Authority's option.

After favorable review of the Operation and Maintenance Manuals, the complete set shall be submitted and provided to the Authority on a minimum of one (1) USB Thumb drive. Three (3) hard copies of the manuals shall be provided at the Authority's option.

All manuals shall be bound and marked to indicate the specific equipment furnished for this project and shall include:

- a) System processes and equipment operational descriptions
- b) Start-up instructions
- c) Assembly and disassembly instructions
- d) Trouble shooting instructions
- e) Lubrication instructions
- f) Maintenance and reinstallation instructions
- g) Parts identification, including exploded views and cut-away views
- h) List of spare parts recommended to have on hand with part numbers and current supplier information
- i) Operator safety
- j) Installation drawings
- k) Preventative maintenance schedules and requirements
- l) Predictive maintenance recommendations
- m) Condition based maintenance recommendations
- n) Standard operating and maintenance procedures
- o) Other pertinent information beneficial for operation and maintenance activities

In addition, all operation and maintenance manuals for electrical equipment shall include:

- p) Equipment ratings
- q) Calibration curves and records
- r) Record of field instruments/transmitters and rating tables

Operation and maintenance manuals for complex equipment shall also include:

- s) Alternate specified operating modes
- t) Normal shutdown instructions
- u) Long term shutdown instructions

2.0 01 78 23-2-ASSET MANAGEMENT AND TRACKING REQUIREMENTS

The Contractor shall submit a completed asset tracking form for all equipment designated with an equipment tag in the Contract Specifications and Drawings prior to training. Example forms are provided in Appendix 5 – Example Equipment Summary Forms. The Construction Manager will provide the necessary equipment forms to the Contractor within ten (10) days of NTP.

***** END OF SECTION *****

SECTION 01 78 36

WARRANTIES

1.0 GUARANTEE OF WORK

The Contractor shall guarantee the work done under this Contract against failures, leaks, and breaks or other unsatisfactory conditions due to defective equipment, materials, or workmanship for a period of one (1) year from the date of Acceptance of the entire Project as described in Section 01 11 00-1.0, **WORK TO BE DONE**. The one year guarantee period shall commence on the date of Acceptance of the entire Project. It is understood that partial or entire use or occupancy of the Work does not constitute Acceptance, but rather a benefit to the Contractor from the Authority to enable the Contractor to complete the work. Any repair work or replacement required, in the opinion of the Construction Manager, shall be done immediately by the Contractor at its own expense. Should the Contractor fail to repair such failures, leaks, breaks, or other unsatisfactory conditions or to make replacement within five (5) days after written notice, it shall be lawful for the Authority to make such repairs and replacements and charge the contractor with the actual costs of such necessary labor and material.

Neither the Acceptance, the final recordation of Acceptance nor the final certificate of payment nor any provision of the Contract or partial or entire use or occupancy of the premises by the Authority shall constitute an Acceptance of work not done in accordance with the Contract or relieve the Contractor of liability in respect to any express warranties or responsibility for faulty materials or workmanship. The Contractor shall remedy any defects in the work and pay for any damage to other work resulting therefrom which shall appear within a period of one (1) year from the date of Acceptance of work. The Authority will give notice of observed defects with reasonable promptness.

The Authority is hereby authorized to make such repairs, if, within five (5) days after mailing of a notice in writing to the Contractor or its agent, the Contractor shall neglect to make or undertake with due diligence the aforesaid repairs; provided, however, that in the case of an emergency where in the opinion of the Authority delay would cause hazard to health or serious loss or damage, repairs may be made without notice being sent to the Contractor, and the Contractor shall pay the cost thereof.

If, after installation, the operation or use of the materials or equipment furnished under this Contract proves to be unsatisfactory to the Construction Manager, the Authority shall have the right to operate and use such materials or equipment until it can, without damage to the Authority, be taken out of service for correction or replacement.

Such period of use of the defective materials or equipment pending correction or replacement shall in no way decrease the guarantee period required for the acceptable corrected or replaced items of materials or equipment. Regarding [any defective work or material repaired or replaced by the Contractor, the one-year warranty will be measured from the date of the latest repair or replacement.](#)

The Contractor is to comply with other provisions of the Contract Documents which provide
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for warranties and guarantee periods in excess of one (1) year. The provisions of this Section shall also apply to such warranties and guarantee periods.

Nothing in this Section shall be construed to limit, relieve or release the Contractor's, subcontractor's and equipment supplier's liability to the Authority for damages sustained as the result of latent defects in the equipment furnished caused by the negligence of the supplier's agents, employees or subcontractors. Stated in another manner, the warranty contained in this Section shall not amount to nor shall it be deemed to be a waiver by the Authority of any rights or remedies (or time limits in which to enforce such rights or remedies) it may have against the supplier of the equipment to be furnished under these Specifications for defective workmanship or defective materials under the laws of this State pertaining to acts of negligence.

***** END OF SECTION *****

SECTION 01 78 39

PROJECT RECORD DOCUMENTS

1.0 RECORD DOCUMENTS

- A. Maintain at the Project site, available to the Owner and Construction Manager, one (1) copy of the Contract Documents, shop drawings and other submittals, in good order.
 - 1. Mark and record field changes and detailed information contained in submittals and change orders.
 - 2. Record actual depths, horizontal and vertical location of underground pipes, duct banks and other buried utilities. Reference dimensions to permanent surface features.
 - 3. Identify specific details of pipe connections, location of existing buried features located during excavation, and the final locations of piping, equipment, electrical conduits, manholes, and pull boxes.
 - 4. Identify location of spare conduits including beginning, ending and routing through pull boxes, and manholes. Record spare conductors, including number and size, within spare conduits, and filled conduits.
 - 5. Provide schedules, lists, layout drawings, and wiring diagrams.
 - 6. Make annotations with erasable colored pencil conforming to the following color code:

Additions:	Red
Deletions:	Green
Comments:	Blue
Dimensions:	Graphite

- B. Maintain documents separate from those used for construction. Label documents "RECORD DOCUMENTS."
- C. Record Documents shall be updated at least once each week and shall be available to the Construction Manager for review. Keep documents current. Record required information at the time the material and equipment is installed and before permanently concealing.
- D. Deliver Record Documents with transmittal letter containing date, Project title, Contractor's name and address, list of documents, and signature of Contractor prior to request for Final Payment.
- E. Record documents shall be available for the Construction Manager to review to ascertain that changes have been recorded.
- F. Failure of the Contractor to keep current with the updating of the Record Documents shall be grounds for withholding monies from partial payment estimates as specified in Section 00 72 00-8.3.2, Other Withholds.

***** END OF SECTION *****

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SECTION 01 78 43

SPARE PARTS

1.0 RESPONSIBILITY FOR SPARE PARTS AND TOOLS

Where equipment, special repair tools, safety equipment, or other loose parts are specified to be furnished, they shall be stored by the Contractor until permanent building storage areas are complete, secure, and lockable. Each part shall be fully identified as to the manufacturer, part number, purpose, and associated item of equipment. The Contractor shall inventory such parts and transmit the inventory, in writing, to the Construction Manager at an agreed-upon time prior to the final testing and start-up period, as provided in Section 01 75 16-4.0, **START-UP / OPERATIONAL TESTING**. All safety-related items shall be provided prior to testing and or completion of the Work.

2.0 SPARE PARTS LIST

Prior to training, Contractor shall submit a list of all recommended spare parts and approximate costs to the Owner.

***** END OF SECTION *****

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Note to Specification Preparer: Only include this section if any openings and penetrations are referenced or required in the technical specifications. Otherwise note "NOT USED".

APPENDIX 1

NOT USED

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Note to Specification Preparer: Include the following Appendix if SRF of WIFIA funding is being used on the project. Delete this note during specification development.

APPENDIX 2

CONTRACT PROVISIONS OF THE ENVIRONMENTAL PROTECTION AGENCY

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APPENDIX-2

CWSRF Program

Part 1: American Iron and Steel (AIS) Requirements

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APPENDIX-2

American Iron and Steel (AIS) Requirements

Clean Water State Revolving Fund (CWSRF) assistance recipients are required to use iron and steel products that are produced in the United States for projects for the construction, alteration, maintenance, or repair of a public water system or treatment works if the project is funded through an assistance agreement executed beginning January 17, 2014, unless a national or project specific waiver from the U.S. Environmental Protection Agency is applicable. General guidance on how to comply with the AIS requirements, as well as the process for requesting waivers is available at the following EPA website: http://water.epa.gov/grants_funding/aisrequirement.cfm. Project specific waiver requests and further information regarding the AIS requirement, should be directed to:

Stephanie White
State Water Resources Control Board
Division of Financial Assistance
1001 I Street, 16th Floor, Sacramento, CA 95814
P.O. Box 944212
Sacramento, CA 94244-2120

(916) 341-5416

Stephanie.White@waterboards.ca.gov

In order to assure compliance with the AIS requirements, a step process certification is required. The Contractor shall submit with each submittal a “step process” certification letter from each handler (supplier, fabricator, manufacturer, processor, etc.) of the iron and steel products, certifying that their step in the process was domestically performed. Alternatively, the final manufacturer that delivers the iron or steel product to the worksite, vendor, or contractor, may provide a “delivered product” certification letter asserting that all manufacturing processes occurred in the United States. Sample certification forms are provided below.

Sample Step Certification Letter

The following information is provided as a sample letter of **step** certification for AIS compliance. Documentation must be provided on company letterhead.

Date

Company Name
Company Address
City, State Zip

Subject: American Iron and Steel Step Certification for Project (XXXXXXXXXX)

I, (company representative), certify that the (melting, bending, coating, galvanizing, cutting, etc.) process for (manufacturing or fabricating) the following products and/or materials shipped or provided for the subject project is in full compliance with the American Iron and Steel requirement as mandated in EPA's State Revolving Fund Programs.

Item, Products and/or Materials:

1. XXXX
2. XXXX
3. XXXX

Such process took place at the following location:

If any of the above compliance statements change while providing material to this project, we will immediately notify the prime contractor and the engineer.

Signed by company representative

Sample Delivered Product Certification Letter

The following information is provided as a sample letter of delivered product certification for AIS compliance. Documentation must be provided on company letterhead.

Date

Company Name
Company Address
City, State Zip

Subject: American Iron and Steel Certification for Project (XXXXXXXXXX)

I, (company representative), certify that the following products and/or materials shipped/provided to the subject project are in full compliance with the American Iron and Steel requirement as mandated in EPA's State Revolving Fund Programs.

Item, Products and/or Materials:

1. XXXX
2. XXXX
3. XXXX

Such process took place at the following location:

If any of the above compliance statements change while providing material to this project, we will immediately notify the prime contractor and the engineer.

Signed by company representative

CWSRF Program

Part 2: Disadvantaged Business Enterprise (DBE) Requirements

Requirements can be found at:

https://www.waterboards.ca.gov/water_issues/programs/grants_loans/srf/docs/policy0513/dbe_compliance_guidelines_instructions.pdf



California State Water Resources Control Board
 Division of Financial Assistance
 1001 I Street • Sacramento, California 95814 • (916) 341-5700 FAX (916) 341-5707
 Mailing Address: P. O. Box 944212 • Sacramento, California • 94244-2120
 Internet Address: <http://www.waterboards.ca.gov>

**Guidelines for Meeting the California State Revolving Fund (CASRF) Programs
 (Clean Water and Drinking Water SRF)
 Disadvantaged Business Enterprise Requirements**

The Disadvantaged Business Enterprise (DBE) Program is an outreach, education, and objectives program designed to increase the participation of DBEs in the Clean Water State Revolving Fund (CWSRF) and Drinking Water State Revolving Fund (DWSRF) Programs.

How to Achieve the Purpose of the Program

Recipients of CWSRF/DWSRF financing that are subject to the DBE requirements (recipients) are required to seek, and are encouraged to use, DBEs for their procurement needs. Recipients should award a "fair share" of sub-agreements to DBEs. This applies to all sub-agreements for equipment, supplies, construction, and services.

The key functional components of the DBE Program are as follows:

- Fair Share Objectives
- DBE Certification
- Six Good Faith Efforts
- Contract Administration Requirements
- DBE Reporting

Disadvantaged Business Enterprises are:

- ~~Entities owned and/or controlled by socially and economically disadvantaged individuals as described by Title X of the Clean Air Act Amendments of 1990 (42 U.S.C. 7601 note) (10% statute), and Public Law 102-389 (42 U.S.C. 4370d) (8% statute), respectively;~~
- Minority Business Enterprise (MBE) - entities that are at least 51% owned and/or controlled by a socially and economically disadvantaged individual as described by Title X of the Clean Air Act Amendments of 1990 (42 U.S.C. 7601 note), and Public Law 102-389 (42 U.S.C. 4370d), respectively;
- Women Business Enterprise (WBE) - entities that are at least 51% owned and/or controlled by women;
- Small Business Enterprise (SBE);
- Small Business in a Rural Area (SBRA);
- Labor Surplus Area Firm (LSAF); or
- Historically Underutilized Business (HUB) Zone Small Business Concern or a concern under a successor program.

Certifying DBE Firms:

Under the DBE Program, entities can no longer self-certify and contractors and sub-contractors must be certified at bid opening. Contractors and sub-contractors must provide to the CASRF recipient proof of DBE certification. Certifications will be accepted from the following:

- The U.S. Environmental Protection Agency (USEPA)
- The Small Business Administration(SBA)
- The Department of Transportation's State implemented DBE Certification Program (with U.S. citizenship)
- Tribal, State and Local governments
- Independent private organization certifications

If an entity holds one of these certifications, it is considered acceptable for establishing status under the DBE Program.

Revised 12/2016

Six Good Faith Efforts (GFE)

All CWSRF/DWSRF financing recipients are required to complete and ensure that the prime contractor complies with the GFE below to ensure that DBEs have the opportunity to compete for financial assistance dollars.

1. Ensure DBEs are made aware of contracting opportunities to the fullest extent practical through outreach and recruitment activities. For Tribal, State and Local Government Recipients, this will include placing DBEs on solicitation lists and soliciting them whenever they are potential sources.
2. Make information on forthcoming opportunities available to DBEs. Posting solicitations for bids or proposals for a minimum of 30 calendar days in a local newspaper, before the bid opening date.
3. Consider in the contracting process whether firms competing for large contracts could subcontract with DBEs.
4. Encourage contracting with a group of DBEs when a contract is too large for one firm to handle individually.
5. Use the services of the SBA and/or Minority Business Development Agency (MBDA) of the US Department of Commerce.
6. If the prime contractor awards subcontracts, require the prime contractor to take the above steps.

The forms listed in the table below and attached to these guidelines; must be completed and submitted with the GFE:

FORM NUMBER	FORM NAME	REQUIREMENT	PROVIDED BY	COMPLETED BY	SUBMITTED TO
SWRCB Form 4500-2 or EPA Form	DBE Sub-Contractor Participation Form	As Needed to Report Issues	Recipient	Sub-contractor	EPA DBE Coordinator
SWRCB Form 4500-3 or EPA Form	DBE Sub-Contractor Performance Form	Include with Bid or Proposal Package	Prime Contractor	Sub-Contractor	SWRCB by Recipient
SWRCB Form 4500-4 or EPA Form	DBE Sub-Contractor Utilization Form	Include with Bid or Proposal Package	Recipient	Prime Contractor	SWRCB by Recipient

The completed forms must be submitted with each Bid or Proposal. The recipient shall review the bidder's documents closely to determine that the GFE was performed **prior** to bid or proposal opening date. Failure to complete the GFE and to substantiate completion of the GFE before the bid opening date could jeopardize CWSRF/DWSRF financing for the project. The following situations and circumstances require action as indicated:

1. If the apparent successful low bidder was rejected, a complete explanation must be provided.
2. Failure of the apparent low bidder to **perform** the GFE **prior** to bid opening constitutes a non-responsive bid. The construction contract may then be awarded to the next low, responsive, and responsible bidder that meets the requirements or the Recipient may re-advertise the project.
3. If there is a bid dispute, all disputes shall be settled **prior** to submission of the Final Budget Approval Form.

Administration Requirements

- A recipient of CWSRF/DWSRF financing must require entities receiving funds to create and maintain a Bidders List if the recipient of the financing agreement is subject to, or chooses to follow, competitive bidding requirements.
- The Bidders list must include all firms that bid or quote on prime contracts, or bid or quote on subcontracts, including both DBEs and non-DBEs.

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- Information retained on the Bidder's List must include the following:
 1. Entity's name with point of contact;
 2. Entity's mailing address and telephone number;
 3. The project description on which the entity bid or quoted and when;
 4. Amount of bid/quote; and
 5. Entity's status as a DBE or non-DBE.
- The Bidders List must be kept until the recipient is no longer receiving funding under the agreement.
- The recipient shall include Bidders List as part of the Final Budget Approval Form.
- A recipient must require its prime contractor to pay its subcontractor for satisfactory performance no more than 30 days from the prime contractor's receipt of payment from the Recipient.
- A recipient must be notified in writing by its prime contractor prior to any termination of a DBE subcontractor by the prime contractor.
- If a DBE subcontractor fails to complete work under the subcontract for any reason, the recipient must require the prime contractor to employ the six GFEs if soliciting a replacement subcontractor.
- A recipient must require its prime contractor to employ the six GFEs even if the prime contractor has achieved its fair share objectives.

Reporting Requirements

For the duration of the construction contract(s), the recipient is required to submit to the State Water Resources Control Board DBE reports annually by October 10 of each fiscal year on the attached Utilization Report form (UR-334). Failure to provide this information as stipulated in the financial agreement language may be cause for withholding disbursements.

CONTACT FOR MORE INFORMATION

SWRCB, CASRF – Barbara August (916) 341-8952 barbara.august@waterboards.ca.gov
 US EPA, Region 9 – Joe Ochab (415) 972-3761 ochab.joe@epa.gov

Revised 12/2016



**Disadvantaged Business Enterprise (DBE) Program
DBE Subcontractor Participation Form**

A Financial Assistance Agreement Recipient must require its prime contractors to provide this form to its DBE subcontractors. This form gives a DBE¹ subcontractor² the opportunity to describe work received and/or report any concerns regarding the funded project (e.g., in areas such as termination by prime contractor, late payments, etc.). The DBE subcontractor can, as an option, complete and submit this form to the DBE Coordinator at any time during the project period of performance.

Subcontractor Name		Project Name	
Bid / Proposal No.	Assistance Agreement ID No. (if known)	Point of Contact	
Address			
Telephone No.		Email Address	
Prime Contractor Name		Issuing/Funding Entity	

Contract Item Number	Description of Work Received from the Prime Contractor Involving Construction, Services, Equipment or Supplies	Amount Received by Prime Contractor

¹ A DBE is a Disadvantaged, Minority, or Woman Business Enterprise that has been certified by an entity from which EPA accepts certifications as described in 40 CFR 33.204-33.2015 or certified by EPA. EPA accepts certifications from entities that meet or exceed EPA certification standards as described in 40 CFR 33.202.

² Subcontractor is defined as a company, firm, joint venture, or individual who enters into an agreement with a contractor to provide services pursuant to an award of financial assistance.

FORM 4500-2 (DBE Subcontractor Participation Form)

Revised 12/2016

INSERT PROJECT NAME (INSERT CIP)
Insert Specification Month and Year

SVCW Specifications
September 2025

Please use the space below to report any concerns regarding the above funded project:

Subcontractor Signature	Print Name
Title	Date

The public reporting and record keeping burden for this collection of information is estimated to average three (3) hours per response. Send comments on the Agency's need for this information, the accuracy of the provided burden estimates, and any suggested methods for minimizing respondent burden, including through the use of automated collection techniques to the Director, Collection Strategies Division, U.S. Environmental Protection Agency (2822T), 1200 Pennsylvania Ave., NW, Washington, D.C. 20460. Do not send the completed form to this address.

Send completed Form 4500-2 to:
Mr. Joe Ochab, DBE Coordinator
US EPA, Region 9
75 Hawthorne Street
San Francisco, CA 94105

FORM 4500-2 (DBE Subcontractor Participation Form)

Revised 12/2016

INSERT PROJECT NAME (INSERT CIP)
Insert Specification Month and Year

SVCW Specifications
September 2025

APPENDIX-2



**Disadvantaged Business Enterprise (DBE) Program
DBE Subcontractor Performance Form**

This form is intended to capture the DBE¹ subcontractor's² description of work to be performed and the price of the work submitted to the prime contractor. A Financial Assistance Agreement Recipient must require its prime contractor to have its DBE subcontractors complete this form and include all completed forms in the prime contractor's bid or proposal package.

Subcontractor Name		Project Name	
Bid / Proposal No.	Assistance Agreement ID No. (if known)	Point of Contact	
Address			
Telephone No.		Email Address	
Prime Contractor Name		Issuing/Funding Entity	

Contract Item Number	Description of Work Submitted from the Prime Contractor Involving Construction, Services, Equipment or Supplies	Price of Work Submitted to the Prime Contractor
DBE Certified By: <input type="checkbox"/> DOT <input type="checkbox"/> SBA <input type="checkbox"/> Other: _____		Meets/exceeds EPA certification standards? <input type="checkbox"/> YES <input type="checkbox"/> NO <input type="checkbox"/> Unknown

¹ A DBE is a Disadvantaged, Minority, or Woman Business Enterprise that has been certified by an entity from which EPA accepts certifications as described in 40 CFR 33.204-33.2015 or certified by EPA. EPA accepts certifications from entities that meet or exceed EPA certification standards as described in 40 CFR 33.202.
² Subcontractor is defined as a company, firm, joint venture, or individual who enters into an agreement with a contractor to provide services pursuant to an award of financial assistance.

FORM 4500-3 (DBE Subcontractor Performance Form)
Revised 12/2016

INSERT PROJECT NAME (INSERT CIP)
Insert Specification Month and Year

SVCW Specifications
September 2025

I certify under penalty of perjury that the forgoing statements are true and correct. Signing this form does not signify a commitment to utilize the subcontractors above. I am aware that in the event of a replacement of a subcontractor, I will adhere to the replacement requirements set forth in 40 CFR Part 33 Section 33.302 (c).

Prime Contractor Signature	Print Name
Title	Date

Subcontractor Signature	Print Name
Title	Date

The public reporting and record keeping burden for this collection of information is estimated to average three (3) hours per response. Send comments on the Agency's need for this information, the accuracy of the provided burden estimates, and any suggested methods for minimizing respondent burden, including through the use of automated collection techniques to the Director, Collection Strategies Division, U.S. Environmental Protection Agency (2822T), 1200 Pennsylvania Ave., NW, Washington, D.C. 20460. Do not send the completed form to this address.

FORM 4500-3 (DBE Subcontractor Performance Form)

Revised 12/2016

INSERT PROJECT NAME (INSERT CIP)
 Insert Specification Month and Year

SVCW Specifications
 September 2025

APPENDIX-2



**Disadvantaged Business Enterprise (DBE) Program
DBE Subcontractor Utilization Form**

This form is intended to capture the prime contractor's actual and/or anticipated use of identified certified DBE¹ subcontractor's² and the estimated dollar amount of each subcontract. A Financial Assistance Agreement Recipient must require its prime contractors to complete this form and include it in the bid or proposal package. Prime contractors should also maintain a copy of this form on file.

Prime Contractor Name		Project Name	
Bid / Proposal No.	Assistance Agreement ID No. (if known)	Point of Contact	
Address			
Telephone No.		Email Address	
Issuing/Funding Entity			

I have identified potential DBE certified subcontractors. YES NO
If yes, please complete the table below. If no, please explain:

Subcontractor Name/ Company Name	Company Address / Phone / Email	Estimated Dollar Amount	Currently DBE Certified?

-Continue on back if needed-

¹ A DBE is a Disadvantaged, Minority, or Woman Business Enterprise that has been certified by an entity from which EPA accepts certifications as described in 40 CFR 33.204-33.2015 or certified by EPA. EPA accepts certifications from entities that meet or exceed EPA certification standards as described in 40 CFR 33.202.
² Subcontractor is defined as a company, firm, joint venture, or individual who enters into an agreement with a contractor to provide services pursuant to an award of financial assistance.

FORM 4500-4 (DBE Subcontractor Utilization Form)

Revised 12/2016

INSERT PROJECT NAME (INSERT CIP)
Insert Specification Month and Year

SVCW Specifications
September 2025

I certify under penalty of perjury that the forgoing statements are true and correct. Signing this form does not signify a commitment to utilize the subcontractors above. I am aware that in the event of a replacement of a subcontractor, I will adhere to the replacement requirements set forth in 40 CFR Part 33 Section 33.302 (c).

Prime Contractor Signature	Print Name
Title	Date

The public reporting and record keeping burden for this collection of information is estimated to average three (3) hours per response. Send comments on the Agency's need for this information, the accuracy of the provided burden estimates, and any suggested methods for minimizing respondent burden, including through the use of automated collection techniques to the Director, Collection Strategies Division, U.S. Environmental Protection Agency (2822T), 1200 Pennsylvania Ave., NW, Washington, D.C. 20460. Do not send the completed form to this address.

FORM 4500-4 (DBE Subcontractor Utilization Form)

Revised 12/2016

INSERT PROJECT NAME (INSERT CIP)
 Insert Specification Month and Year

SVCW Specifications
 September 2025

APPENDIX-2



**STATE WATER RESOURCES CONTROL BOARD – DIVISION OF FINANCIAL ASSISTANCE
DISADVANTAGED BUSINESS ENTERPRISE (DBE) UTILIZATION
CALIFORNIA STATE REVOLVING FUNDS (CASRF)
FORM UR-334**

1. Grant/Finance Agreement Number:		2. Annual Reporting Period 10/1/____ through 09/30/____		3. Purchase Period of Financing Agreement:	
4. Total Payments Paid to Prime Contractor or Sub-Contractors During Current Reporting Period: \$					
5. Recipient's Name and Address:			6. Recipient's Contact Person and Phone Number:		
7. List All DBE Payments Paid by Recipient or Prime Contractor During Current Reporting Period:					
Payment or Purchase Paid by Recipient or Prime Contractor	Amount Paid to Any DBE Contractor or Sub-Contractor For Service Provided to Recipient		Date of Payment (MM/DD/YY)	Procurement Type Code** (see below)	Name and Address of DBE Contractor of Sub-Contractor or Vendor
	MBE	WBE			
8. Initial here if no DBE contractors or sub-contractors paid during current reporting period:					
9. Initial here if all procurements for this contract are completed:					
10. Comments:					
11. Signature and Title of Recipient's Authorized Representative			12. Date		

Email Form UR-334 to:

DrinkingWaterSRF@waterboards.ca.gov OR CleanWaterSRF@waterboards.ca.gov

Questions may be directed to:

Barbara August, SWRCB
Barbara.August@waterboards.ca.gov
 Phone: (916) 341-6952
 Fax: (916) 327-7469

****Procurement Type:**

1. Construction
2. Supplies
3. Services (includes business services; professional services; repair services and personnel services)
4. Equipment

Revised 12/2016

INSERT PROJECT NAME (INSERT CIP)
 Insert Specification Month and Year

SVCW Specifications
 September 2025

STATE WATER RESOURCES CONTROL BOARD - DIVISION OF FINANCIAL ASSISTANCE
DISADVANTAGED BUSINESS ENTERPRISE (DBE) UTILIZATION
CALIFORNIA STATE REVOLVING FUNDS

INSTRUCTIONS FOR COMPLETING FORM UR-334

- Box 1** Grant or Financing Agreement Number.
- Box 2** Annual reporting period.
- Box 3** Enter the dates between which you made procurements under this financing agreement or grant.
- Box 4** Enter the total amount of payments paid to the contractor or sub-contractors during this reporting period.
- Box 5** Enter Recipient's Name and Address.
- Box 6** Enter Recipient's Contact Name and Phone Number.
- Box 7** Enter details for the DBE purchases only and be sure to limit them to the current period. 1) Use either an "R" or a "C" to represent "Recipient" or "Contractor." 2) Enter a dollar total for DBE and total the two columns at the bottom of the section. 3) Provide the payment date. 4) Enter a product type choice from those at the bottom of the page. 5) List the vendor name and address in the right-hand column
-
- Box 8** Initial here if no DBE contractors or sub-contractors were paid during this reporting period.
- Box 9** Initial this box only if all purchases under this financing agreement or grant have been completed during this reporting period or a previous period. If you initial this box, we will no longer send you a survey.
- Box 10** This box is for explanatory information or questions.
- Box 11** Provide an authorized representative signature.
- Box 12** Enter the date form completed.

Revised 12/2016

INSERT PROJECT NAME (INSERT CIP)
Insert Specification Month and Year

SVCW Specifications
September 2025

APPENDIX-2

CWSRF Program

Part 3: Davis-Bacon Act Prevailing Wage Requirements

Requirements can be found at:

https://www.waterboards.ca.gov/water_issues/programs/grants_loans/srf/docs/davisbacon/davis-bacon_2021_cwsrf-governmental_entities_public.pdf

Davis-Bacon Requirements for CWSRF Projects

For purposes of this Exhibit only, "subrecipient" or "sub recipient" means the Recipient as defined in this Agreement.

For purposes of this Exhibit only, "recipient" or "State recipient" means the State Water Board.

I. Requirements Under The Water Resources Reform and Development Act of 2014 (WRRDA) For Sub recipients That Are Governmental Entities:

If a sub recipient has questions regarding when DB applies, obtaining the correct DB wage determinations, DB provisions, or compliance monitoring, it may contact the State Water Board at DavisBacon@waterboards.ca.gov or phone (916) 327-7323. The recipient or sub recipient may also obtain additional guidance from DOL's web site at <http://www.dol.gov/whd/>.

1. Applicability of the Davis- Bacon (DB) prevailing wage requirements.

Under the Water Resources Reform and Development Act of 2014 (WRRDA), DB prevailing wage requirements apply to the construction, alteration, and repair of treatment works carried out in whole or in part with assistance made available by a State water pollution control revolving. If a sub recipient encounters a unique situation at a site that presents uncertainties regarding DB applicability, ~~the sub recipient must discuss the situation with the recipient State before authorizing work on that site.~~

2. Obtaining Wage Determinations.

(a) Sub recipients shall obtain the wage determination for the locality in which a covered activity subject to DB will take place prior to issuing requests for bids, proposals, quotes, or other methods for soliciting contracts (solicitation) for activities subject to DB. These wage determinations shall be incorporated into solicitations and any subsequent contracts. Prime contracts must contain a provision requiring that subcontractors follow the wage determination incorporated into the prime contract.

- (i) While the solicitation remains open, the sub recipient shall monitor <https://beta.sam.gov/> weekly to ensure that the wage determination contained in the solicitation remains current. The sub recipients shall amend the solicitation if DOL issues a modification more than 10 days prior to the closing date (i.e. bid opening) for the solicitation. If DOL modifies or supersedes the applicable wage determination less than 10 days prior to the closing date, the sub recipients may request a finding from the State recipient that there is not a reasonable time to notify interested contractors of the modification of the wage determination. The State recipient will provide a report of its findings to the sub recipient.
- (ii) If the sub recipient does not award the contract within 90 days of the closure of the solicitation, any modifications or supersedes DOL makes to the wage determination contained in the solicitation shall be effective

unless the State recipient, at the request of the sub recipient, obtains an extension of the 90 day period from DOL pursuant to 29 CFR 1.6(c)(3)(iv). The sub recipient shall monitor <https://beta.sam.gov/> on a weekly basis if it does not award the contract within 90 days of closure of the solicitation to ensure that wage determinations contained in the solicitation remain current.

(b) If the sub recipient carries out activity subject to DB by issuing a task order, work assignment or similar instrument to an existing contractor (ordering instrument) rather than by publishing a solicitation, the sub recipient shall insert the appropriate DOL wage determination from <https://beta.sam.gov/> into the ordering instrument.

(c) Sub recipients shall review all subcontracts subject to DB entered into by prime contractors to verify that the prime contractor has required its subcontractors to include the applicable wage determinations.

(d) As provided in 29 CFR 1.6(f), DOL may issue a revised wage determination applicable to a sub recipient's contract after the award of a contract or the issuance of an ordering instrument if DOL determines that the sub recipient has failed to incorporate a wage determination or has used a wage determination that clearly does not apply to the contract or ordering instrument. If this occurs, the sub recipient shall either terminate the contract or ordering instrument and issue a revised solicitation or ordering instrument or incorporate DOL's wage determination retroactive to the beginning of the contract or ordering instrument by change order. The sub recipient's contractor must be compensated for any increases in wages resulting from the use of DOL's revised wage determination.

3. Contract and Subcontract provisions.

(a) The Recipient shall insure that the sub recipient(s) shall insert in full in any contract in excess of \$2,000 which is entered into for the actual construction, alteration and/or repair, including painting and decorating, of a treatment work under the CWSRF - financed in whole or in part from Federal funds or in accordance with guarantees of a Federal agency or financed from funds obtained by pledge of any contract of a Federal agency to make a loan, grant or annual contribution (except where a different meaning is expressly indicated), and which is subject to the labor standards provisions of any of the acts listed in § 5.1 or -FY 2014 Water Resource Reform and Development Act, the following clauses:

(1) Minimum wages.

(i) All laborers and mechanics employed or working upon the site of the work will be paid unconditionally and not less often than once a week, and without subsequent deduction or rebate on any account (except such payroll deductions as are permitted by regulations issued by the Secretary of Labor under the Copeland Act (29 CFR part 3)), the full amount of wages and bona fide fringe benefits (or cash equivalents thereof) due at time of payment computed at rates not less than those contained in the wage determination of the Secretary of Labor which is attached hereto and made a part hereof, regardless of any

contractual relationship which may be alleged to exist between the contractor and such laborers and mechanics.

Contributions made or costs reasonably anticipated for bona fide fringe benefits under section 1(b)(2) of the Davis-Bacon Act on behalf of laborers or mechanics are considered wages paid to such laborers or mechanics, subject to the provisions of paragraph (a)(1)(iv) of this section; also, regular contributions made or costs incurred for more than a weekly period (but not less often than quarterly) under plans, funds, or programs which cover the particular weekly period, are deemed to be constructively made or incurred during such weekly period. Such laborers and mechanics shall be paid the appropriate wage rate and fringe benefits on the wage determination for the classification of work actually performed, without regard to skill, except as provided in § 5.5(a)(4). Laborers or mechanics performing work in more than one classification may be compensated at the rate specified for each classification for the time actually worked therein: Provided that the employer's payroll records accurately set forth the time spent in each classification in which work is performed. The wage determination (including any additional classification and wage rates conformed under paragraph (a)(1)(ii) of this section) and the Davis- Bacon poster (WH-1321) shall be posted at all times by the contractor and its subcontractors at the site of the work in a prominent and accessible place where it can be easily seen by the workers.

Sub recipients may obtain wage determinations from the U.S. Department of Labor's web site, www.dol.gov.

(ii)(A) The sub recipient(s), on behalf of EPA, shall require that any class of laborers or mechanics, including helpers, which is not listed in the wage determination and which is to be employed under the contract shall be classified in conformance with the wage determination. The State award official shall approve a request for an additional classification and wage rate and fringe benefits therefore only when the following criteria have been met:

(1) The work to be performed by the classification requested is not performed by a classification in the wage determination; and

(2) The classification is utilized in the area by the construction industry; and

(3) The proposed wage rate, including any bona fide fringe benefits, bears a reasonable relationship to the wage rates contained in the wage determination.

(B) If the contractor and the laborers and mechanics to be employed in the classification (if known), or their representatives, and the sub recipient(s) agree on the classification and wage rate (including the amount designated for fringe benefits where appropriate), documentation of the action taken and the request, including the local wage determination shall be sent by the sub recipient (s) to the State award official. The State award official will transmit the request, to the Administrator of the Wage and Hour Division, Employment Standards Administration, U.S. Department of Labor, Washington, DC 20210 and to the EPA DB Regional Coordinator concurrently. The Administrator, or an authorized representative, will approve, modify, or disapprove every additional classification

request within 30 days of receipt and so advise the State award official or will notify the State award official within the 30-day period that additional time is necessary.

(C) In the event the contractor, the laborers or mechanics to be employed in the classification or their representatives, and the sub recipient(s) do not agree on the proposed classification and wage rate (including the amount designated for fringe benefits, where appropriate), the award official shall refer the request and the local wage determination, including the views of all interested parties and the recommendation of the State award official, to the Administrator for determination. The request shall be sent to the EPA DB Regional Coordinator concurrently. The Administrator, or an authorized representative, will issue a determination within 30 days of receipt of the request and so advise the contracting officer or will notify the contracting officer within the 30-day period that additional time is necessary.

(D) The wage rate (including fringe benefits where appropriate) determined pursuant to paragraphs (a)(1)(ii)(B) or (C) of this section, shall be paid to all workers performing work in the classification under this contract from the first day on which work is performed in the classification.

(iii) Whenever the minimum wage rate prescribed in the contract for a class of laborers or mechanics includes a fringe benefit which is not expressed as an hourly rate, the contractor shall either pay the benefit as stated in the wage determination or shall pay another bona fide fringe benefit or an hourly cash equivalent thereof.

(iv) If the contractor does not make payments to a trustee or other third person, the contractor may consider as part of the wages of any laborer or mechanic the amount of any costs reasonably anticipated in providing bona fide fringe benefits under a plan or program, Provided, That the Secretary of Labor has found, upon the written request of the contractor, that the applicable standards of the Davis-Bacon Act have been met. The Secretary of Labor may require the contractor to set aside in a separate account assets for the meeting of obligations under the plan or program.

(2) Withholding. The sub recipient(s), shall upon written request of the EPA Award Official or an authorized representative of the Department of Labor, withhold or cause to be withheld from the contractor under this contract or any other Federal contract with the same prime contractor, or any other federally-assisted contract subject to Davis-Bacon prevailing wage requirements, which is held by the same prime contractor, so much of the accrued payments or advances as may be considered necessary to pay laborers and mechanics, including apprentices, trainees, and helpers, employed by the contractor or any subcontractor the full amount of wages required by the contract. In the event of failure to pay any laborer or mechanic, including any apprentice, trainee, or helper, employed or working on the site of the work, all or part of the wages required by the contract, the (Agency) may, after written notice to the contractor, sponsor, applicant, or owner, take such action as may be necessary to cause the suspension of any further payment, advance, or guarantee of funds until such violations have ceased.

(3) Payrolls and basic records.

(i) Payrolls and basic records relating thereto shall be maintained by the contractor during the course of the work and preserved for a period of three years thereafter for all laborers and mechanics working at the site of the work. Such records shall contain the name, address, and social security number of each such worker, his or her correct classification, hourly rates of wages paid (including rates of contributions or costs anticipated for bona fide fringe benefits or cash equivalents thereof of the types described in section 1(b)(2)(B) of the Davis-Bacon Act), daily and weekly number of hours worked, deductions made and actual wages paid. Whenever the Secretary of Labor has found under 29 CFR 5.5(a)(1)(iv) that the wages of any laborer or mechanic include the amount of any costs reasonably anticipated in providing benefits under a plan or program described in section 1(b)(2)(B) of the Davis-Bacon Act, the contractor shall maintain records which show that the commitment to provide such benefits is enforceable, that the plan or program is financially responsible, and that the plan or program has been communicated in writing to the laborers or mechanics affected, and records which show the costs anticipated or the actual cost incurred in providing such benefits. Contractors employing apprentices or trainees under approved programs shall maintain written evidence of the registration of apprenticeship programs and certification of trainee programs, the registration of the apprentices and trainees, and the ratios and wage rates prescribed in the applicable programs.

(ii)(A) The contractor shall submit weekly, for each week in which any contract work is performed, a copy of all payrolls to the sub recipient, that is, the entity that receives the sub-grant or loan from the State capitalization grant recipient. Such documentation shall be available on request of the State recipient or EPA. As to each payroll copy received, the sub recipient shall provide written confirmation in a form satisfactory to the State indicating whether or not the project is in compliance with the requirements of 29 CFR 5.5(a)(1) based on the most recent payroll copies for the specified week. The payrolls shall set out accurately and completely all of the information required to be maintained under 29 CFR 5.5(a)(3)(i), except that full social security numbers and home addresses shall not be included on the weekly payrolls. Instead the payrolls shall only need to include an individually identifying number for each employee (e.g., the last four digits of the employee's social security number). The required weekly payroll information may be submitted in any form desired. Optional Form WH-347 is available for this purpose from the Wage and Hour Division Web site at <http://www.dol.gov/whd/forms/wh347instr.htm> or its successor site.

The prime contractor is responsible for the submission of copies of payrolls by all subcontractors. Contractors and subcontractors shall maintain the full social security number and current address of each covered worker, and shall provide them upon request to the sub recipient(s) for transmission to the State or EPA if requested by EPA, the State, the contractor, or the Wage and Hour Division of the Department of Labor for purposes of an investigation or audit of compliance with prevailing wage requirements. It is not a violation of this section for a prime contractor to require a subcontractor to provide addresses and social security numbers to the prime contractor for its own records, without weekly submission to the sub recipient(s).

(B) Each payroll submitted shall be accompanied by a "Statement of Compliance," signed by the contractor or subcontractor or his or her agent who pays or supervises the payment of the persons employed under the contract and shall certify the following:

(1) That the payroll for the payroll period contains the information required to be provided under § 5.5 (a)(3)(ii) of Regulations, 29 CFR part 5, the appropriate information is being maintained under § 5.5 (a)(3)(i) of Regulations, 29 CFR part 5, and that such information is correct and complete;

(2) That each laborer or mechanic (including each helper, apprentice, and trainee) employed on the contract during the payroll period has been paid the full weekly wages earned, without rebate, either directly or indirectly, and that no deductions have been made either directly or indirectly from the full wages earned, other than permissible deductions as set forth in Regulations, 29 CFR part 3;

(3) That each laborer or mechanic has been paid not less than the applicable wage rates and fringe benefits or cash equivalents for the classification of work performed, as specified in the applicable wage determination incorporated into the contract.

(C) The weekly submission of a properly executed certification set forth on the reverse side of Optional Form WH-347 shall satisfy the requirement for submission of the "Statement of Compliance" required by paragraph (a)(3)(ii)(B) of this section.

(D) The falsification of any of the above certifications may subject the contractor or subcontractor to civil or criminal prosecution under section 1001 of title 18 and section 231 of title 31 of the United States Code.

(iii) The contractor or subcontractor shall make the records required under paragraph (a)(3)(i) of this section available for inspection, copying, or transcription by authorized representatives of the State, EPA or the Department of Labor, and shall permit such representatives to interview employees during working hours on the job. If the contractor or subcontractor fails to submit the required records or to make them available, the Federal agency or State may, after written notice to the contractor, sponsor, applicant, or owner, take such action as may be necessary to cause the suspension of any further payment, advance, or guarantee of funds. Furthermore, failure to submit the required records upon request or to make such records available may be grounds for debarment action pursuant to 29 CFR 5.12.

(4) Apprentices and trainees

(i) Apprentices. Apprentices will be permitted to work at less than the predetermined rate for the work they performed when they are employed pursuant to and individually registered in a bona fide apprenticeship program registered with the U.S. Department of Labor, Employment and Training Administration, Office of Apprenticeship Training, Employer and Labor Services, or with a State Apprenticeship Agency recognized by the Office, or if a person is employed in his or her first 90 days of probationary employment as an apprentice

in such an apprenticeship program, who is not individually registered in the program, but who has been certified by the Office of Apprenticeship Training, Employer and Labor Services or a State Apprenticeship Agency (where appropriate) to be eligible for probationary employment as an apprentice. The allowable ratio of apprentices to journeymen on the job site in any craft classification shall not be greater than the ratio permitted to the contractor as to the entire work force under the registered program. Any worker listed on a payroll at an apprentice wage rate, who is not registered or otherwise employed as stated above, shall be paid not less than the applicable wage rate on the wage determination for the classification of work actually performed. In addition, any apprentice performing work on the job site in excess of the ratio permitted under the registered program shall be paid not less than the applicable wage rate on the wage determination for the work actually performed. Where a contractor is performing construction on a project in a locality other than that in which its program is registered, the ratios and wage rates (expressed in percentages of the journeyman's hourly rate) specified in the contractor's or sub contractor's registered program shall be observed. Every apprentice must be paid at not less than the rate specified in the registered program for the apprentice's level of progress, expressed as a percentage of the journeymen hourly rate specified in the applicable wage determination. Apprentices shall be paid fringe benefits in accordance with the provisions of the apprenticeship program. If the apprenticeship program does not specify fringe benefits, apprentices must be paid the full amount of fringe benefits listed on the wage determination for the applicable classification. If the Administrator determines that a different practice prevails for the applicable apprentice classification, fringes shall be paid in accordance with that determination. In the event the Office of Apprenticeship Training, Employer and Labor Services, or a State Apprenticeship Agency recognized by the Office, withdraws approval of an apprenticeship program, the contractor will no longer be permitted to utilize apprentices at less than the applicable predetermined rate for the work performed until an acceptable program is approved.

(ii) Trainees. Except as provided in 29 CFR 5.16, trainees will not be permitted to work at less than the predetermined rate for the work performed unless they are employed pursuant to and individually registered in a program which has received prior approval, evidenced by formal certification by the U.S. Department of Labor, Employment and Training Administration. The ratio of trainees to journeymen on the job site shall not be greater than permitted under the plan approved by the Employment and Training Administration. Every trainee must be paid at not less than the rate specified in the approved program for the trainee's level of progress, expressed as a percentage of the journeyman hourly rate specified in the applicable wage determination. Trainees shall be paid fringe benefits in accordance with the provisions of the trainee program. If the trainee program does not mention fringe benefits, trainees shall be paid the full amount of fringe benefits listed on the wage determination unless the Administrator of the Wage and Hour Division determines that there is an apprenticeship program associated with the corresponding journeyman wage rate on the wage determination which provides for less than full fringe benefits for apprentices. Any employee listed on the payroll at a trainee rate who is not registered and participating in a training plan approved by the Employment and Training Administration shall be paid not less than the applicable wage rate on the wage determination for the classification of work actually performed. In addition, any

trainee performing work on the job site in excess of the ratio permitted under the registered program shall be paid not less than the applicable wage rate on the wage determination for the work actually performed. In the event the Employment and Training Administration withdraws approval of a training program, the contractor will no longer be permitted to utilize trainees at less than the applicable predetermined rate for the work performed until an acceptable program is approved.

(iii) Equal employment opportunity. The utilization of apprentices, trainees and journeymen under this part shall be in conformity with the equal employment opportunity requirements of Executive Order 11246, as amended and 29 CFR part 30.

(5) Compliance with Copeland Act requirements. The contractor shall comply with the requirements of 29 CFR part 3, which are incorporated by reference in this contract.

(6) Subcontracts. The contractor or subcontractor shall insert in any subcontracts the clauses contained in 29 CFR 5.5(a)(1) through (10) and such other clauses as the EPA determines may be appropriate, and also a clause requiring the subcontractors to include these clauses in any lower tier subcontracts. The prime contractor shall be responsible for the compliance by any subcontractor or lower tier subcontractor with all the contract clauses in 29 CFR 5.5.

(7) Contract termination; debarment. A breach of the contract clauses in 29 CFR 5.5 may be grounds for termination of the contract, and for debarment as a contractor and a subcontractor as provided in 29 CFR 5.12.

(8) Compliance with Davis-Bacon and Related Act requirements. All rulings and interpretations of the Davis-Bacon and Related Acts contained in 29 CFR parts 1, 3, and 5 are herein incorporated by reference in this contract.

(9) Disputes concerning labor standards. Disputes arising out of the labor standards provisions of this contract shall not be subject to the general disputes clause of this contract. Such disputes shall be resolved in accordance with the procedures of the Department of Labor set forth in 29 CFR parts 5, 6, and 7. Disputes within the meaning of this clause include disputes between the contractor (or any of its subcontractors) and sub recipient(s), State, EPA, the U.S. Department of Labor, or the employees or their representatives.

(10) Certification of eligibility.

(i) By entering into this contract, the contractor certifies that neither it (nor he or she) nor any person or firm who has an interest in the contractor's firm is a person or firm ineligible to be awarded Government contracts by virtue of section 3(a) of the Davis-Bacon Act or 29 CFR 5.12(a)(1).

(ii) No part of this contract shall be subcontracted to any person or firm ineligible for award of a Government contract by virtue of section 3(a) of the Davis-Bacon Act or 29 CFR 5.12(a)(1).

(iii) The penalty for making false statements is prescribed in the U.S. Criminal Code, 18 U.S.C. 1001.

4. Contract Provision for Contracts in Excess of \$100,000.

(a) Contract Work Hours and Safety Standards Act. The sub recipient shall insert the following clauses set forth in paragraphs (a)(1), (2), (3), and (4) of this section in full in any contract in an amount in excess of \$100,000 and subject to the overtime provisions of the Contract Work Hours and Safety Standards Act. These clauses shall be inserted in addition to the clauses required by Item 3, above or 29 CFR 4.6. As used in this paragraph, the terms laborers and mechanics include watchmen and guards.

(1) Overtime requirements. No contractor or subcontractor contracting for any part of the contract work which may require or involve the employment of laborers or mechanics shall require or permit any such laborer or mechanic in any workweek in which he or she is employed on such work to work in excess of forty hours in such workweek unless such laborer or mechanic receives compensation at a rate not less than one and one-half times the basic rate of pay for all hours worked in excess of forty hours in such workweek.

(2) Violation; liability for unpaid wages; liquidated damages. In the event of any violation of the clause set forth in paragraph (a)(1) of this section the contractor and any subcontractor responsible therefore shall be liable for the unpaid wages. In addition, such contractor and subcontractor shall be liable to the United States (in the case of work done under contract for the District of Columbia or a territory, to such District or to such territory), for liquidated damages. Such liquidated damages shall be computed with respect to each individual laborer or mechanic, including watchmen and guards, employed in violation of the clause set forth in paragraph (a)(1) of this section, in the sum of \$25 for each calendar day on which such individual was required or permitted to work in excess of the standard workweek of forty hours without payment of the overtime wages required by the clause set forth in paragraph (a)(1) of this section.

(3) Withholding for unpaid wages and liquidated damages. The sub recipient, upon written request of the EPA Award Official or an authorized representative of the Department of Labor, shall withhold or cause to be withheld, from any moneys payable on account of work performed by the contractor or subcontractor under any such contract or any other Federal contract with the same prime contractor, or any other federally-assisted contract subject to the Contract Work Hours and Safety Standards Act, which is held by the same prime contractor, such sums as may be determined to be necessary to satisfy any liabilities of such contractor or subcontractor for unpaid wages and liquidated damages as provided in the clause set forth in paragraph (b)(2) of this section.

(4) Subcontracts. The contractor or subcontractor shall insert in any subcontracts the clauses set forth in paragraph (a)(1) through (4) of this section and also a clause requiring the subcontractors to include these clauses in any lower tier subcontracts. The prime contractor shall be responsible for compliance by any subcontractor or lower tier subcontractor with the clauses set forth in paragraphs (a)(1) through (4) of this section.

(b) In addition to the clauses contained in Item 3, above, in any contract subject only to the Contract Work Hours and Safety Standards Act and not to any of the other statutes cited in 29 CFR 5.1, the Sub recipient shall insert a clause requiring that the contractor or subcontractor shall maintain payrolls and basic payroll records during the course of the work and shall preserve them for a period of three years from the completion of the contract for all laborers and mechanics, including guards and watchmen, working on the contract. Such records shall contain the name and address of each such employee, social security number, correct classifications, hourly rates of wages paid, daily and weekly number of hours worked, deductions made, and actual wages paid. Further, the Sub recipient shall insert in any such contract a clause providing that the records to be maintained under this paragraph shall be made available by the contractor or subcontractor for inspection, copying, or transcription by authorized representatives of the (write the name of agency) and the Department of Labor, and the contractor or subcontractor will permit such representatives to interview employees during working hours on the job.

5. Compliance Verification

(a) The sub recipient shall periodically interview a sufficient number of employees entitled to DB prevailing wages (covered employees) to verify that contractors or subcontractors are paying the appropriate wage rates. As provided in 29 CFR 5.6(a)(3), all interviews must be conducted in confidence. The sub recipient must use Standard Form 1445 (SF 1445) or equivalent documentation to memorialize the interviews. Copies of the SF 1445 are available from EPA on request.

(b) The sub recipient shall establish and follow an interview schedule based on its assessment of the risks of noncompliance with DB posed by contractors or subcontractors and the duration of the contract or subcontract. Sub recipients must conduct more frequent interviews if the initial interviews or other information indicated that there is a risk that the contractor or subcontractor is not complying with DB. Sub recipients shall immediately conduct interviews in response to an alleged violation of the prevailing wage requirements. All interviews shall be conducted in confidence.

(c) The sub recipient shall periodically conduct spot checks of a representative sample of weekly payroll data to verify that contractors or subcontractors are paying the appropriate wage rates. The sub recipient shall establish and follow a spot check schedule based on its assessment of the risks of noncompliance with DB posed by contractors or subcontractors and the duration of the contract or subcontract. At a minimum, if practicable, the sub recipient should spot check payroll data within two weeks of each contractor or subcontractor's submission of its initial payroll data and two weeks prior to the completion date the contract or subcontract. Sub recipients must conduct more frequent spot checks if the initial spot check or other information indicates that there is a risk that the contractor or subcontractor is not complying with DB. In addition, during the examinations the sub recipient shall verify evidence of fringe benefit plans and payments there under by contractors and subcontractors who claim credit for fringe benefit contributions.

(d) The sub recipient shall periodically review contractors and subcontractor's use of apprentices and trainees to verify registration and certification with respect to apprenticeship and training programs approved by either the U.S Department of Labor or a state, as appropriate, and that contractors and subcontractors are not using disproportionate numbers of, laborers, trainees and apprentices. These reviews shall be conducted in accordance with the schedules for spot checks and interviews described in Item 5(b) and (c) above.

(e) Sub recipients must immediately report potential violations of the DB prevailing wage requirements to the EPA DB contact listed above and to the appropriate DOL Wage and Hour District Office listed at <http://www.dol.gov/whd/america2.htm>.

CWSRF Program

**Part 3, Continued:
Davis Bacon - Federal Wage Determination
for San Mateo County**

INSERT PROJECT NAME (INSERT CIP)
Insert Specification Month and Year

*SVCW Specifications
September 2025*

APPENDIX-2

Note to Specification Preparer: Insert wage determination for San Mateo County from www.wdol.gov. Delete this note during specification development.

Note to Specification Preparer: Monitor www.wdol.gov on a weekly basis to ensure that the specified wage determination remains current. Amend this section by addendum if DOL issues a modification more than 10 days prior to the bid opening date. Delete this note during specification development.

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INSERT PROJECT NAME (INSERT CIP)
Insert Specification Month and Year

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September 2025*

APPENDIX-2

APPENDIX 3

NOT USED

INSERT PROJECT NAME (INSERT CIP)
Insert Specification Month and Year

SVCW Specifications
September 2025

APPENDIX-3

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INSERT PROJECT NAME (INSERT CIP)
Insert Specification Month and Year

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September 2025

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APPENDIX 4

DIR DATABASE LABOR TRADE CLASSIFICATIONS

(To be turned in within 20 days of Award)

Check all that apply:

	Asbestos		Boilermaker		Bricklayer		Carpenters
	Carpet/ Linoleum		Cement Masons		Drywall Finisher		Drywall/Lathers
	Electricians		Elevator Mechanic		Glaziers		Iron Workers
	Laborers		Millwrights		Operating Engineer		Painters
	Pile Drivers		Pipe Trades		Plasterers		Roofers
	Sheet Metal		Sound/Comm.		Surveyors		Teamster
	Tile Workers						

INSERT PROJECT NAME (INSERT CIP)
Insert Specification Month and Year

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APPENDIX 5

EXAMPLE EQUIPMENT SUMMARY FORMS

(CONTINUES ON NEXT PAGE)

INSERT PROJECT NAME (INSERT CIP)
Insert Specification Month and Year

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September 2025*

APPENDIX-5

VALVE

Submittal Number: Ex. 4

Date Form Completed: Click or tap to enter a date.

Asset Position Number/Equipment Tag Number: Ex. 79123

Name	Ex. Sludge Discharge Gate 3
Type	Specific Valve Type
Floor Number	Choose a floor level
Manufacturer	Ex. ACME
Model Number	Ex. 22-APM-1-I-45
Serial Number	Ex. A0019840203
Purchase Date	Click or tap to enter a date.
Approximate Installation Date	Click or tap to enter a date.
Purchase Price	Ex. 36150
Expected Service Life	Ex. 25
Open Direction	Choose an open direction
Turns to Close	Ex. 188
Normal Operational Status	Choose if valve is normally open or closed
In Vault	Yes or No
Weight in LBS	Ex. 1668
Service Rating	Set service rating
Pressure Rating in PSI	Ex. 175
Function	Choose an item.
Diameter (valve, inches)	Ex. 48
Face to Face in Inches	Ex. 9
Knife or Gate Height in Inches	Ex. 158
Knife or Gate Width in Inches	Ex. 48
Motor Horsepower	4.4
Voltage	Ex. 208
Amperage	Ex. 21.1
Full Load Amps	Ex. 45
Phase	Ex. 3
Motor Speed in RPM	Ex. 86
Motor Frame	Ex. NEMA 4X

INSERT PROJECT NAME (INSERT CIP)
 Insert Specification Month and Year

SVCW Specifications
 September 2025

APPENDIX-5

Note to specification preparer: These Procurement Agreement Standard Contract Documents are intended solely for the purpose of SVCW's direct procurement of equipment and/or materials. Installation of the procured equipment and/or materials on-site (field work) will be performed by others or SVCW.

If it is intended that the Supplier provide "field work" (installation and/or other construction) these Standard Contract Documents are not applicable. Start-up Services do not constitute "field work". DELETE THESE NOTES DURING SPECIFICATION DEVELOPMENT.

SILICON VALLEY CLEAN WATER

CONTRACT DOCUMENTS

PROCUREMENT AGREEMENT

FOR

INSERT PROJECT NAME AND CIP#

INSERT PROJECT DATE (Month/Year)

Recommended for Approval: SVCW (INSERT SPECIFIC DEPARTMENT) Manager

Approved for Bidding: SVCW Manager

*SVCW Specifications
September 2025*

**Silicon Valley Clean Water
Contract Documents**

(INSERT PROJECT NAME/TITLE and CIP#)

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(Insert as Required or NOT USED)

PLANS

(List all plan sheets included by Drawing or Sheet Number or NOT USED)

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SVCW Specifications

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September 2025

00 01 07-1

SECTION 00 11 13

REQUEST FOR BID

Notice is hereby given that bids will be received by the Silicon Valley Clean Water (SVCW) in the office of the Secretary for the Authority at any time prior to **(2:00:00 p.m. on Day and Date)** for furnishing all labor, materials, equipment, and services for the Work designated as:

(Project Name and CIP#)

All of said work is to be done as shown on the Plans and Specifications approved by the Authority.

The location of the office of the Secretary for the Authority:

SILICON VALLEY CLEAN WATER
Attn: Secretary
1400 Radio Road
Redwood City, CA 94065

Sealed Bids may be hand delivered or mailed to the above address. Bids will not be accepted via facsimile nor email.

Bids shall be in envelopes conspicuously marked with the name of the Project.

Each Bid must conform and be responsive to the invitation, the Specifications, and all documents comprising the Contract Documents. Bidders shall develop and submit bids at their own expense. The Authority will not reimburse any costs associated with the development and submittal of any and all bids.

Addenda may be issued to all plan holders during the Bid period. Any and all Addenda issued shall become part of the Contract Documents and shall be fully considered by all Bidders during the formation of Bids. It is the responsibility of the Bidder to contact the Authority to determine the existence of any and all addenda. Failure of any bidder to receive such Addenda shall not be justification for non-compliance with the terms of the instructions.

The Authority reserves the sole right to reject any and all bids and to waive any informality in a Bid.

No Bidder may withdraw its Bid for a period of **sixty (60)** days after the date set for the opening thereof.

Note to Specification Preparer: Use the sentence below if the Supplier will not perform onsite work. Otherwise, delete sentence. Delete this note during specification development.

A California Contractor's License is not required.

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Questions regarding this Request for Bid shall be directed to:

Name
Company/Agency Name
Mailing Address (PO or Street)
City, State & Zip
Phone Number
Email Address

The following constitutes the Bidder's Checklist of completed documents to be submitted with all bids:

<u>Item</u>	<u>Checked</u>
1. Bid Form (Section 00 41 00)	_____
2. Non-Collusion Affidavit (Section 00 45 19)	_____

***** END OF SECTION *****

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SECTION 00 41 00

BID FORM

SILICON VALLEY CLEAN WATER

To:

Silicon Valley Clean Water
1400 Radio Road
Redwood City, California 94065

Name of Bidder _____

Business _____

Address- _____

The undersigned as Bidder declares that it has carefully examined the location of the proposed work, the Contract Documents, and the Plans and Specifications therein referred to, and the Bidder proposes and agrees if this Bid is accepted, that it will contract with Silicon Valley Clean Water to provide all labor, materials, necessary machinery, equipment, tools, apparatus, and other means of construction and services, and do all the Work specified in the Contract Documents in the manner and time hereinafter set forth required for the construction of the Work involved in the improvements designated as:

(Project Name and CIP#)

ADDENDUM RECEIPT: The receipt of the following Addenda to the Contract Documents is acknowledged:

Addendum No. _____ Dated _____

Addendum No. _____ Dated _____

Addendum No. _____ Dated _____

Addendum No. _____ Dated _____

The Bidder proposes and agrees to contract with Silicon Valley Clean Water to perform all the work, including subsidiary obligations as defined in the Contract Documents for the following prices:

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BID SCHEDULE

Silicon Valley Clean Water

Bid Item	Quantity	Unit	Description	Unit Price	Extended Amount
<i>(Note: See Section 01 29 00-2.0 of General Requirements for Bid Item Descriptions.)</i>					
1	1	Lump Sum		\$	\$
2	1	Lump Sum		\$	\$
3	1	Lump Sum	Shipping and Freight to SVCW Facility	\$	\$
4	1	Lump Sum	Start-up Services	\$	\$
5	1	Lump Sum	California Sales Tax at 9.875%	\$	\$
Total Base Bid			Item 1 through #		\$

Total amount bid for _____ (insert Project Name and CIP #) _____,
the summation of Bid Items 1 through #, _____ dollars
(amount in words) \$ _____ (amount in numbers)

In submitting its Bid, the undersigned Bidder understands and agrees to the following:

Bid Schedule

- A) Each Bid Item above must be filled in and completed.
- B) The total Bid Amount is determined by the sum total of all Bid Item Extended Amounts in the Bid Schedule. The Bid Item Extended Amount is the product of the Quantity times the Unit Price.
- C) If award is made, it will be based on the lowest responsive, responsible Bid whose Total Bid Amount, excluding alternates, yields the lowest total Contract Price. Only one Contract will be awarded. No Bid Items will be excluded from the awarded Contract.

The undersigned has filled in all information required in this Bid Schedule and understands that failure to do so is grounds for rejecting the bid by the Authority.

The undersigned has checked carefully all the above figures and understands that the Authority will not be responsible for any errors or omissions on the part of the undersigned in making up this Bid.

The undersigned has included in Bid Item # a lump sum number for all shipping and transportation costs for delivery of the equipment/materials to the location designated by the Authority's Project Manager. See Specification Section 01 11 00, **SUMMARY OF WORK.**

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The undersigned has included in Bid Item # a lump sum number for California Sales Tax at the rate of 9.875% in accordance with the rules and regulations of the California Board of Equalization and the laws of the State of California.

The undersigned understands that the Authority reserves the sole right to reject any or all bids and to waive any informality in bids received. Award will be made which, in the judgment of the Authority Commission, is to the best interest of the Authority except as allowed in Public Contract Code Section 5103.

It is agreed that this Bid shall not be withdrawn within a period of sixty (60) days after the date set for the opening thereof.

When calculating Bid Item #, please note that the Board of Equalization Publication 100 exempts California Sales Tax on shipping and freight delivered by Common Carrier.

The representations made herein are made under penalty of perjury. The undersigned understands that any bid containing any information which is subsequently proven false, may be considered non-responsive and may be rejected by Silicon Valley Clean Water.

Bidder: _____
(Print or Type Bidder's Legal Name)

Signature: _____

Signed By: _____
(Print or Type Name)

Title: _____

Date: _____

Address _____

Telephone Number: _____

Fax Number: _____

Email Address: _____

***** END OF SECTION *****

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SECTION 00 45 19

NON-COLLUSION AFFIDAVIT
TO BE EXECUTED BY BIDDER AND SUBMITTED WITH BID
(To Accompany Bid)

State of California)
County of _____) ss.

The undersigned declares:

I am the _____ of _____, the party making the foregoing bid. The bid is not made in the interest of, or on behalf of, any undisclosed person, partnership, company, association, organization, or corporation. The bid is genuine and not collusive or sham. The bidder has not directly or indirectly induced or solicited any other bidder to put in a false or sham bid. The bidder has not directly or indirectly colluded, conspired, connived, or agreed with any bidder or anyone else to put in a sham bid, or to refrain from bidding. The bidder has not in any manner, directly or indirectly, sought by agreement, communication, or conference with anyone to fix the bid price of the bidder or any other bidder, or to fix any overhead, profit, or cost element of the bid price, or of that of any other bidder. All statements contained in the bid are true. The bidder has not, directly or indirectly, submitted his or her bid price or any breakdown thereof, or the contents thereof, or divulged information or data relative thereto, to any corporation, partnership, company, association, organization, bid depository, or to any member or agent thereof, to effectuate a collusive or sham bid, and has not paid, and will not pay, any person or entity for such purpose. Any person executing this declaration on behalf of a bidder that is a corporation, partnership, joint venture, limited liability company, limited liability partnership, or any other entity, hereby represents that he or she has full power to execute, and does execute, this declaration on behalf of the bidder. I declare under penalty of perjury under the laws of the State of California that the foregoing is true and correct and that this declaration is executed on _____[date], at _____[city], ____[state]."

Signature of Authorized Representative

Type/Print Name of Bidder

Type/Print Representative's Name

Type/Print Title

Date

(Certificate of Acknowledgment to be executed by Notary on following page)

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SECTION 00 52 00

AGREEMENT

(Project Name and CIP#)

THIS AGREEMENT, made and entered into in duplicate originals this _____ day of _____, 20____, by and between SILICON VALLEY CLEAN WATER, a public agency (“Authority”), and _____, (“Supplier”).

WITNESSETH:

WHEREAS, the Authority requires skilled technical services and equipment for its Project entitled, **(Project Name and CIP #)** (the “Project”); and

WHEREAS, Supplier represents that it is qualified and experienced to furnish such services and equipment in accordance with the terms and conditions hereof;

WHEREAS, Supplier agrees that it shall perform the Agreement in accordance with the terms and conditions hereinafter set forth;

NOW, THEREFORE, the parties hereto agree as follows:

1. SERVICES. Supplier shall perform the work for the Project as described in these Contract Documents.

2. COMPENSATION AND PAYMENT. The Authority shall compensate the Supplier for all equipment to be provided and services to be performed by Supplier hereunder for the not-to-exceed price of _____ Dollars (\$ - _____), payable as specified in Specification Section 00 41 00, **Bid Form** and Specification Section 01 11 00-2.1, Milestones. Terms of Payment shall be as follows:

XX% of Bid Items XX and XX upon completion of Milestone XX.
XX% of Bid Items XX and XX upon completion of Milestone XX.
XX% of Bid Items XX and XX upon completion of Milestone XX.

Invoices are net 30 days.

3. LIQUIDATED DAMAGES. It is agreed by the parties to the Agreement that time is of the essence in the delivery of these Bid Items; and that in case all Bid Items are not delivered on or before delivery date as set forth in these Contract Documents damage will be sustained by the Authority. As it is impracticable to determine the actual delay damage; it is, therefore, agreed that the Supplier shall pay liquidated damages to the Authority in the amount per day set forth in the Agreement for each and every day’s delay beyond the time prescribed to make full and complete delivery. The Supplier agrees to pay such liquidated damages and in case the same are not paid, agrees that the Authority may deduct the amount thereof from any monies due or that may become due the Supplier under the Agreement.

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For each day of late delivery and failure to comply with the milestone completion dates as specified in Specification Section 01 11 00-2.1, Milestones, the Supplier agrees to pay the Authority the following amounts:

Milestone XX: \$500 per Calendar Day.

4. ASSIGNABILITY. Neither Supplier nor the Authority shall subcontract, assign, sell, mortgage; hypothecate or otherwise transfer their respective interests or obligations in this agreement in any manner without the express prior written consent of the non-transferring party.

5. STATUS. In the performance of services hereunder Supplier shall be, and is, an independent supplier, and shall not be deemed to be an employee or agent of the Authority.

6. WORKERS' COMPENSATION INSURANCE. Supplier shall meet all the requirements of Specification Section 00 73 16 for Workers' Compensation Insurance.

7. STANDARD OF PERFORMANCE. All of the services and work to be done shall be subject to the approval of the Authority or its authorized representative. The services and work shall be performed in the best workmanlike manner, conforming strictly to the provisions of the Technical Specifications.

8. INSURANCE AND INDEMNITY. Supplier shall meet all the requirements of Section 00 73 16 for insurance and indemnity.

9. SCHEDULE AND DELIVERY. Supplier shall diligently prosecute to completion all work for the Project within the time specified in Specification Section 01 11 00-2.1, MILESTONES. Supplier shall deliver materials and equipment for the Project to the Authority's Wastewater Treatment Plant at 1400 Radio Road, Redwood City, CA 94065, within said time limits.

10. WARRANTY. Supplier shall warrant the materials, equipment and services provided for the Project against any defects in material and workmanship for the period of one (1) year after the date of Substantial Completion. If, within said period, any repairs or replacements in connection with the services, materials or equipment are, in the opinion of the Authority, necessary as the result of the use of inferior or defective materials, equipment, workmanship or services hereunder, Supplier shall, upon receipt of notice from the Authority, and without expense to the Authority, promptly repair or replace such material or equipment or rectify the effects of such workmanship or services and correct any and all defects therein. If Supplier, after such notice, fails to proceed promptly to comply with the terms of this warranty, the Authority may perform the work necessary to effectuate such correction and recover the cost thereof from Supplier.

The above warranty is in addition to manufacturer's warranties or warranties of other providers of materials and equipment furnished or used for or in the Project.

In connection with the performance of any corrective work, all removal and reinstallation of affected materials or equipment shall be performed by the Authority. The Authority shall, at its expense, be responsible for removing, reinstalling, replacing or supplying any equipment, materials, or structures that are necessary to provide reasonable access to the materials or equipment to be repaired or replaced.

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Title to any materials or equipment being repaired on or within premises owned or occupied by the Authority ("Authority's Premises") will remain with the Authority at all times during which repairs are being effected irrespective of the location of the equipment on or in the Authority's Premises; provided, however, that Supplier shall bear the risk of loss of, or damage to, any equipment while such equipment is in the custody or possession of Supplier on the Authority's Premises or at a location other than the Authority's Premises. Delivery and transportation costs regarding any replacement equipment shall be paid by Supplier.

In no event, whether based upon contract, tort (including negligence), strict liability or otherwise, and whether arising before or after completion of its obligations under this agreement, shall Supplier be liable to the Authority for losses or damages (including, but not limited to, loss of use, revenues, inventory or use charges, cost of capital, or claims of the Authority's users) caused by reason of unavailability of the Authority's treatment plant, plant shutdowns, or service interruptions or for special, consequential, or penal damages of any nature incurred by the Authority or any third party except to the extent that Supplier's performance or failure to perform hereunder may have been a contributing factor to such unavailability, shutdown, interruption or damages.

11. NOTICES. Written notices required or convenient hereunder shall be delivered personally or by depositing the same with the United States Postal Service, first class (or equivalent) postage prepaid and addressed in the case of Supplier to:

and in the case of the Authority, to:

Manager
Silicon Valley Clean Water
1400 Radio Road
Redwood City, CA 94065

12. GOVERNING LAW, VENUE. This agreement shall be interpreted in accordance with, and the performance of the parties hereunder shall be governed by, the laws of the State of California. Venue for any action brought by either party hereto relating to this agreement shall lie in the County of San Mateo, California.

13. ATTORNEY'S FEES. In the event either party brings an action against the other party, or seeks remedy by any alternative dispute resolution process which is binding upon the parties, the prevailing party shall be entitled to reasonable attorneys fees as shall be determined by the court or by the alternative adjudicator, as applicable.

14. PARAGRAPH HEADINGS. Paragraph headings as used herein are for convenience only and shall not be deemed to be a part of such paragraphs and shall not be construed to change the meaning thereof.

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15. ENTIRE AGREEMENT, WAIVERS, AMENDMENTS. This Agreement constitutes the entire agreement between the parties pertaining to its subject matter and supersedes all prior or contemporaneous agreements, representations, and understandings of the parties. No supplement, modification or amendment of this agreement shall be binding unless approved and executed by the parties in the same manner as the original agreement. No waiver of any of the provisions of this agreement shall be implied, nor shall an express waiver of one provision be deemed to constitute a waiver of any other provision, irrespective of the similarities of such provisions, nor shall a single waiver of one provision constitute a continuing waiver thereof. No waiver shall be binding unless acknowledged in writing by the party making the waiver.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement this _____ day of _____, 20_____.

SUPPLIER

Supplier: _____
(Print or Type Supplier's Legal Name)

Signature: _____

Signed By: _____
(Print or Type Name)

Title: _____

SILICON VALLEY CLEAN WATER

By: _____
(Over \$50k, Commission Chair; Under \$50k,

Manager)

ATTEST:

By: _____
Secretary

***** END OF SECTION *****

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September 2025*

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SECTION 00 62 16.11

COMMERCIAL GENERAL LIABILITY INSURANCE ENDORSEMENT

INSURER: ISO FORM CG 20 01 04 13: (MODIFIED)

POLICY NUMBER: COMMERCIAL GENERAL LIABILITY

THIS ENDORSEMENT CHANGES THE POLICY, PLEASE READ IT CAREFULLY.

**ADDITIONAL INSURED — OWNERS, LESSEES OR
CONTRACTORS (FORM B)**

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART.

SCHEDULE. The Silicon Valley Clean Water, its governing Commission, officers, employees, agents and consultants including, without limitation, the Design Consultant, Construction Manager and said consultants' respective officers, partners, employees and agents and the Cities of Belmont, San Carlos and Redwood City and the West Bay Sanitary District and their respective governing bodies, officers, employees and agents.

WHO IS AN INSURED. (Section II) is amended to include as Insureds the persons or organizations set forth in the Schedule, but only with regard to damages and defense of claims arising from: (a) activities performed by or on behalf of the Insureds, (b) products and completed operations of the Insured, or (c) premises owned, leased or used by the Insured.

Modifications to ISO form CG 20 01 04 13:

1. The insured scheduled above includes the Insured's officers, officials, partners, employees agents and consultants.
2. This insurance shall be primary as respects the Insureds described in the schedule above, or if excess, shall stand in an unbroken chain of coverage excess of the Insureds' scheduled underlying primary coverage. In either event, any other insurance maintained by the Insureds scheduled above shall be in excess of this insurance and shall not be called upon to contribute with it.
3. CONTRIBUTION NOT REQUIRED. As respects: (a) work performed by the Named Insured for or on behalf of the Authority; or (b) products sold by the Named Insured to the Authority; or (c) premises leased by the Named Insured from the Authority, the insurance afforded by this policy shall be primary insurance as respects the Insureds set forth in the above Schedule; or stand in an unbroken chain of coverage excess of the said Insureds' scheduled underlying primary coverage. In either event, any other insurance maintained by the Insureds set forth in the above Schedule shall be excess of this insurance and shall not contribute with it.
4. The insurance afforded by this policy shall not be canceled except after thirty (30) days' prior written notice by certified mail return receipt requested has been given to the Entity.
5. SEVERABILITY OF INTEREST. The insurance afforded by this policy applies separately to each Insured who is seeking coverage or against whom a claim is made or a suit is brought, except with respect to the Company's limit of liability.

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- 6. PROVISIONS REGARDING THE INSUREDS' DUTIES AFTER ACCIDENT OR LOSS. Any failure to comply with reporting provisions of the policy shall not affect coverage provided to the Insureds listed in the above Schedule.
- 7. Coverage shall not extend to any indemnity coverage for the active negligence of the Insureds listed in the above Schedule in any case where an agreement to indemnify the said Insureds would be invalid under Subdivision (b) of Section 2782 of the California Civil Code.

Signature-Authorized Representative

Address

Telephone Number

CG 20 10 11 85 Insurance Services Office, Inc. Form (Modified)
 Note: ORGANIZATION or ENTITY on this form shall refer to SILICON VALLEY CLEAN WATER (SVCW, or the AUTHORITY).

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Carlos, Redwood City and the West Bay Sanitary District and each of its officials, officers, partners, employees, agents and volunteers.

2. CONTRIBUTION NOT REQUIRED. As respects work performed by the Named Insured for or on behalf of the Authority, the insurance afforded by this policy shall: (a) be primary insurance as respects the Authority, the Design Consultant and the Construction Manager and the Cities of Belmont, San Carlos, Redwood City and the West Bay Sanitary District and each of their officials, officers, partners, employees, agents and volunteers; or (b) stand in an unbroken chain of coverage excess of the Named Insured's primary coverage. In either event, any other insurance maintained by the Authority, the Design Consultant and the Construction Manager and the Cities of Belmont, San Carlos, Redwood City and the West Bay Sanitary District and each of their officials, officers, partners, employees, agents and volunteers shall be excess of this insurance and shall not contribute with it.

3. CANCELLATION NOTICE. The insurance afforded by this policy shall not be suspended, voided, cancelled, reduced in coverage or in limits except after thirty (30) days prior written notice by Certified Return Receipt Requested has been given to the District. Such notice shall be addressed as shown in the heading of this endorsement.

4. SCOPE OF COVERAGE. This policy affords coverage at least as broad as:

- (1) If primary, Insurance Services Office Form Number CA0001 (Ed. 1/87), Code 1 ("any auto"); or
- (2) If excess, affords coverage which is at least as broad as the primary insurance forms referenced in the preceding Section (1).

5. SEVERABILITY OF INTEREST. The insurance afforded by this policy applies separately to each insured who is seeking coverage or against whom a claim is made or a suit is brought, except with respect to the Company's limit of liability.

6. PROVISIONS REGARDING THE INSURED'S DUTIES AFTER ACCIDENT OR LOSS. Any failure to comply with reporting provisions of the policy shall not affect coverage provided to the Authority, the Design Consultant and the Construction Manager and the Cities of Belmont, San Carlos, Redwood City and the West Bay Sanitary District and each of their officials, officers, partners, employees, agents and volunteers.

Except as stated above, nothing herein shall beheld to waive, alter or extend any of the limits conditions, agreements or exclusions of the policy to which this endorsement is attached.

ENDORSEMENT HOLDER	
<p>ENTITY Silicon Valley Clean Water, the Design Consultant, the Construction Manager, the Cities of Belmont, San Carlos, Redwood City and the West Bay Sanitary District and each of their officials, officers, partners, employees, agents and volunteers.</p>	<p>AUTHORIZED REPRESENTATIVE <input type="checkbox"/> Broker/Agent <input type="checkbox"/> Underwriter <input type="checkbox"/> _____</p> <p>I, _____ (print/type name), warrant that I have authority to bind the above-mentioned insurance company, and by my signature hereon do so bind this company to this endorsement.</p> <p>Signature _____ <i>(original signature required)</i></p> <p>Telephone: () Date Signed _____</p>

Note: ORGANIZATION or ENTITY on this form shall refer to SILICON VALLEY CLEAN WATER (SVCW, or the AUTHORITY)

*****END OF SECTION*****

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SECTION 00 73 16

INSURANCE AND INDEMNITY

1.0 CONTRACTOR PROVIDED INSURANCE

The Supplier shall not commence any work on the Project until it obtains, at its own expense, all required insurance. Such insurance shall comply with the Authority's requirements as to limit, form, and amount. The Supplier shall not permit any subcontractor to commence work on the Project until the same insurance requirements have been met by such subcontractor. The Supplier shall furnish the Authority with original certificates and amendatory endorsements evidencing coverage required by this section within twenty (20) days of award. All certificates and endorsements must be received and approved by the Authority before work commences.

Any deductibles or self-insured retentions must be declared to, and approved by, the Authority. At the option of the Authority, either: (1) The insurer shall reduce or eliminate such deductibles or self-insured retentions as respects the below-listed Additional Insureds or (2) the Supplier shall provide a financial guarantee satisfactory to the Authority guaranteeing payment of losses and related investigations, claim administration and defense expenses.

Companies providing insurance hereunder shall be admitted in the State of California or be permitted to do business under the Surplus Line Law of the State of California.

Suppliers shall include all costs for insurance in their Bids.

Nothing contained in these insurance requirements is to be construed as limiting the extent of the Supplier's responsibility for payment of damages resulting from its operations under this Contract. Coverage required hereunder shall operate as Primary insurance.

Each insurance policy required by this Section shall be endorsed to state that coverage shall not be canceled or reduced in amount, except after thirty (30) days' prior written notice to the Authority by certified mail, return receipt requested.

The Supplier shall take out, pay for and maintain throughout the duration of this Contract the insurance coverages required by this Section.

2.0 COMMERCIAL GENERAL LIABILITY, AUTOMOBILE LIABILITY AND EMPLOYER'S LIABILITY INSURANCE

This insurance shall protect the Supplier from claims for bodily injury and property damage which may arise because of the nature of the work or from operations under this Contract. The Commercial General Liability Insurance shall be maintained for five (5) years after final completion and shall provide coverage on an occurrence basis.

2.1 ADDITIONAL INSUREDS - This policy of insurance shall name Silicon Valley Clean Water, its governing Commission, officers, employees, agents and consultants including,

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without limitation, the Design Consultant and Construction Manager, and said consultants' respective officers, partners, employees and agents and the Cities of Belmont, San Carlos and Redwood City and the West Bay Sanitary District and their respective governing bodies, officers, employees and agents (collectively, "Additional Insureds") as additional insureds with respect to liability arising out of automobiles owned, leased, hired or borrowed by or on behalf of the Supplier; and with respect to liability arising out of work or operations performed by or on behalf of the Supplier, including materials, parts or equipment furnished in connection with such work or operations. This policy shall provide coverage to each of the Additional Insureds with respect to said Work. Both bodily injury and property damage insurance must be on an occurrence basis, and said policy shall provide that the coverage afforded thereby shall be primary coverage to the full limit of liability stated in the declarations, and if the Additional Insureds have other insurance against the loss covered by said policy, that other insurance shall be excess insurance only. Any insurance or self-insurance maintained by the Additional Insureds shall be excess of the Supplier's insurance and shall not contribute with it.

2.2 SCOPE OF COVERAGE – The policy shall provide coverage at least as broad as:

- a. Insurance Services Office Commercial General Liability coverage (occurrence Form CG 00 01 or Insurance Services Office Form (CG 00 09 11 88 Owners and Contractors Protective Liability Coverage Form – Coverage for Operations of Designated Contractor); and
- b. Insurance Services Office Form Number CA 0001 covering Auto Liability, Code 1 (any auto).

2.3 AMOUNT OF COVERAGE - The bodily injury and property damage liability of the Commercial General Liability insurance shall provide coverage in the following limits of liability: \$1,000,000 on account of any one occurrence with an annual general aggregate limit of not less than \$5,000,000, and \$5,000,000 products and completed operations aggregate, combined single limit. The Automobile Liability insurance policy shall provide minimum limits of \$1,000,000 per accident arising out of the ownership, maintenance, or use of any owned or non-owned vehicles.

2.4 SUBCONTRACTORS - The bodily injury and property damage liability insurance shall not be deemed to require the Supplier to have its subcontractors named as insureds in the Supplier's policy, but the policy shall protect the Supplier from contingent liability which may arise from operations of its subcontractors.

2.5 INCLUDED COVERAGE - The above Commercial General Liability insurance shall also include the following coverages:

Premises – Operations

Operation of Automobiles - Owned and Non-owned

Owner's/Independent Contractors and Contractors Protective – Subcontractors to the Supplier

Products - Completed Operations

Personal Injury - False Arrest, Libel, Wrongful Eviction, etc.

Broad Form Property Damage, Including, to the Maximum Extent Possible, Coverage for the Assumption of Liability Pursuant to Completed Operations

Separation of Insureds/Cross-Liability Provision

Duty to Defend all Insureds, including the Additional Insureds

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Deletion of any Limitation on Coverage for Bodily Injury or Property Damage Arising out of Subsidence or Soil or Earth Movement
XCU - Explosion, Collapse, Underground Damage.
Blanket Contractual Liability including the Indemnification Agreement as herein stated.

A provision that the annual general aggregate and the products and completed operations annual aggregate shall apply separately to each project for which Supplier provides services away from premises owned by or rented to Supplier.

2.6 UMBRELLA POLICY - At the option of the Supplier, primary limits may be less than required, with an Umbrella Policy providing the additional limits needed. This form of insurance will be acceptable provided that the Primary and Umbrella Policies both provide the insurance coverages herein required, including all additional insured requirements. The umbrella policy shall be provided on a "following form" basis, with coverage at least as broad as provided on the underlying Commercial General Liability insurance.

2.7 EMPLOYER'S LIABILITY - The policy shall provide for \$1,000,000 per accident for bodily injury or disease.

2.8 WAIVER OF SUBROGATION - Evidence of coverage shall be accompanied by an endorsement from the insurer agreeing to waive all rights of subrogation against the Additional Insureds which might arise by reason of any payment under the policy in connection with the work performed by the Supplier.

2.9 DEDUCTIBLES – The policies required above shall comply with the following limitations on "deductibles" (i.e., self-insured amounts):

- a. For Commercial General Liability Insurance, including all required coverages, a deductible shall not exceed **\$25,000**.
- b. For Automobile Liability Insurance, including all required coverages, a deductible shall not exceed **\$1,000**.
- c. For Employer's Liability Insurance, including all required coverages, no deductible shall be permitted.

3.0 WORKERS' COMPENSATION INSURANCE

In accordance with Section 3700 of the California Labor Code, the Supplier is required to secure the payment of compensation to its employees and for that purpose obtain and keep in effect adequate Workers' Compensation Insurance. If the Supplier, in the sole discretion of the Authority, satisfies the Authority of the responsibility and capacity under the applicable Workers' Compensation Laws, if any, to act as self-insurer, the Supplier may so act, and in such case, the insurance required by this paragraph need not be provided.

Pursuant to California Labor Code Section 1860, the Supplier is advised of the provisions of Section 3700 of the Labor Code, which require every employer to be insured against liability for Workers' Compensation or to undertake self-insurance in accordance with the provisions of that code, and the Supplier shall comply with such provisions and shall have Employers' Liability coverage limits of not less than \$1,000,000 per accident before commencing the work

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on the Project. The Supplier shall sign and file with the Authority the following certification prior to performing the work on the Project:

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

Before the Agreement between the Authority and the Supplier is entered into, the Supplier shall submit written evidence that the Supplier and all subcontractors have obtained for the period of the Contract full Workers' Compensation Insurance coverage for all persons whom they employ or may employ in carrying out the Work under this Contract. Such evidence of coverage shall be accompanied by an endorsement agreeing to waive all rights of subrogation against the above-listed Additional Insureds which might arise by reason of any payment under the policy in connection with the work performed by the Supplier. This insurance shall be in accordance with the requirements of the most current and applicable California State Workers' Compensation Insurance Laws.

4.0 PROOF OF COVERAGE

Before the Notice to Proceed with the work of the Project under this Contract is issued, the Supplier shall furnish the Authority with certificate(s) evidencing issuance of all insurance mentioned herein, copies of the policy declaration or information page(s) and endorsements within twenty (20) days of award. The certificate(s) and endorsements for each insurance policy are to be signed by a person authorized by that insurer to bind coverage on its behalf. The endorsements shall be on the forms included in **Section 00 62 16.11, COMMERCIAL GENERAL LIABILITY INSURANCE ENDORSEMENT**, and **Section 00 62 16.12, AUTO LIABILITY INSURANCE ENDORSEMENT**, or equivalent endorsement forms acceptable to the Authority. The certificate(s), policy declaration(s) or information page(s), and endorsements must be received and approved by the Authority before work commences. Except for the waiver of subrogation rights endorsements, as required herein, no other endorsements are required for Workers Compensation. Such certificates of insurance shall provide that the insurance policy shall not be cancelable, be subject to nonrenewal, or otherwise be subject to material modification, except with thirty (30) days' prior written notice to the Authority and Supplier. The Supplier shall also provide certificate(s) evidencing renewals of all insurance required herein, at least ten (10) days prior to the expiration date of any such insurance.

Any deductibles or self-insured retentions must be declared to and approved by the Authority. At the option of the Authority, either: the insurer shall reduce or eliminate such deductibles or self-insured retentions as respects the Additional Insureds; or the Supplier shall procure a bond guaranteeing payment of losses and related investigations, claim administration and defense expenses.

In the event of the breach of any provision of this paragraph, or in the event of any notices received which indicates any required insurance coverage will be diminished or canceled, Authority, at its option, may, notwithstanding any other provisions of this Agreement to the contrary, immediately declare a material breach of this Agreement and suspend all further work pursuant to this Agreement.

5.0 INDEMNIFICATION

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To the fullest extent permitted by Law, the Supplier shall indemnify, defend and hold harmless Silicon Valley Clean Water, its governing Commission, officers, employees, agents and consultants including, without limitation, the Design Consultant and Construction Manager, and said consultants' respective officers, partners, employees and agents and the Cities of Belmont, San Carlos and Redwood City and the West Bay Sanitary District and their respective governing bodies, officers, employees and agents (collectively, "Indemnitees") from and against all liability, claims, damages, losses and expenses, including but not limited to attorneys' fees and other litigation costs, arising out of or in any way connected to the performance of the work on the Project, provided that any such liability, claim, damage, loss or expense is attributable to bodily injury, sickness, disease, or death (including that sustained by Supplier's or Subcontractor's employees), or to injury to or destruction of tangible property (other than the Project itself) including but not limited to the loss of use resulting therefrom. Such obligation shall not be construed to negate, abridge, or otherwise reduce any other right or obligation of indemnity which would otherwise exist.

The Supplier's duty to indemnify and save harmless shall include the duty to defend as set forth in California Civil Code Section 2778; provided, that nothing herein contained shall be construed to require Supplier to indemnify the Indemnitees against any responsibility or liability in contravention of California Civil Code Section 2782. The duty to defend and indemnify hereunder is not limited by the insurance coverage required under the Contract Documents and is separate and apart from such coverage.

6.0 INJURY OR ILLNESS REPORTS

The Supplier shall furnish the Construction Manager with a copy of the Employer's Report of Injury immediately following any incident requiring the filing of said report during the prosecution of the Work under this Contract. The Supplier shall also furnish the Construction Manager with a copy of the Employer's Report of Injury involving any subcontractor on this Project.

7.0 NOTIFICATION OF INSURANCE COMPANIES

The Supplier shall advise all insurance companies to familiarize themselves with all of the conditions and provisions of this Contract, and they shall waive the right of special notification of any change or modification of this Contract or of extension of time, or of decreased or increased work, or of the cancellation of the Contract, or of any other act or acts by the Authority or its authorized employees and agents, under the terms of this Contract, and failure to so notify the aforesaid insurance companies of changes shall in no way relieve the insurance companies of their obligation under this Contract.

8.0 INSURANCE DURING THE GUARANTEE PERIOD

For all work the Supplier or its subcontractors perform during the guarantee period, workers' compensation, public liability and property damage insurance and comprehensive general liability insurance shall remain in force.

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DIVISION 1 - GENERAL REQUIREMENTS

SECTION 01 11 00

SUMMARY OF WORK

1.0 WORK TO BE DONE

1.1 GENERAL PROJECT DESCRIPTION

Silicon Valley Clean Water (SVCW) operates a wastewater treatment facility located beside the San Francisco Bay in Redwood City, California. The work for this Project will consist of furnishing equipment and providing startup services as specified in the Contract Documents. Field construction and installation will be provided by others.

(INSERT GENERAL PROJECT DESCRIPTION)

1.2 SUPPLIER WORK REQUIRED

A. GENERAL

The Supplier shall perform the work of this Project in accordance with the requirements of the Contract Documents. The Supplier shall furnish all labor, equipment, tools, material, incidental supplies, shipping and transportation as necessary, and appurtenances required, whether specifically mentioned or not, to perform and complete all of the work specified hereinafter.

B. SCOPE OF WORK

The Supplier shall (INSERT DESCRIPTION)

Note to Specification Preparer: If Start-up Services are not required, then note “NOT USED” in the title of Section C below and delete the entire paragraph that follows. Delete this note during specification development.

C. START-UP SERVICES

The Supplier shall provide start-up and testing services as specified hereinafter. The **Error! Unknown document property name. (Error! Unknown document property name.)**

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Supplier shall provide _____ man-hours on-site to perform start-up and training services over a five (5) day period. Refer to Milestone XX for the schedule requirements for start-up services.

D. SHIPPING AND FREIGHT TO SVCW FACILITY

The Supplier shall provide for all shipping and transportation costs for delivery of the equipment/materials to the following location designated by the Authority's Project Manager:

Address

The Supplier shall provide a minimum two (2) week notice prior to delivery of the equipment/materials. The SVCW Facility has the ability to off-load, via forklift, up to 5,000 pounds (lbs) capacity. No later than this two (2) week notification date, the Supplier shall advise the Authority if off-loading equipment is required in excess of this off-loading capacity of 5,000 pounds (lbs) and/or if any other special equipment is required to safely off-load the equipment/materials. Confirmation of the delivery date and time shall be provided 24 hours prior to arrival.

Any special off-loading equipment required shall be provided by the Supplier unless otherwise specified.

1.3 DISCREPANCIES AND OMISSIONS

Any discrepancies or omissions found in the Contract Documents and site conditions, or any inconsistencies or ambiguities in the Specifications, shall be immediately reported to the Authority, in writing. The Authority will clarify the discrepancies, omissions or ambiguities in writing. Work done by the Supplier after the discovery of such discrepancies, inconsistencies or ambiguities shall be done at the Supplier's risk.

In resolving inconsistencies among two or more Sections of the Contract Documents, precedence shall be given in the following order:

1. Addenda, Supplemental Agreements and Change Orders, the one dated later having Precedence over another dated earlier.
2. Agreement (Section 00 52 00)
3. Division 1 - General Requirements
4. Request for Bid (Section 00 11 13)
5. Technical Specifications
6. Plans

1.4 SUBMITTALS

Supplier shall fulfill the submittal requirements specified in Specification Section 01 33 23 and the Technical Specifications.

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2.0 PROJECT PROCEDURE AND SEQUENCE

2.1 MILESTONES

The following table details the work sequence and milestones for each activity. The “days” noted are calendar days.

No.	Activity	Schedule	Liquidated Damages
1	Project Schedule Submittal	Within XX days of NTP	Y or N
2	Product Data Submittal	Within XX days of NTP	Y or N
3	Shop Drawings Submittal	Within XX days of NTP	Y or N
4	Maintenance Data Submittal	Within XX days of NTP	Y or N
5	Wiring Diagrams Submittal	Within XX days of NTP	Y or N
6	Start-Up Plan Submittal	Within XX days of NTP	Y or N
7	XXXXXXXX Delivered to Authority	Within XX days of NTP	Y or N
8	Start-Up Services	Schedule will be coordinated with the Authority. Will be completed XXX days of NTP.	Y or N

Note to Specification Preparer: Provide information and edit the table according to the Project Specifications. Delete or add line items and cells as necessary. Remove gray shading after information has been edited. Delete this note during specification development.

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SECTION 01 29 00

MEASUREMENT AND PAYMENT

1.0 MEASUREMENT AND PAYMENT

Bid Items shall be lump sums or unit prices as indicated, complete and paid for on the basis of percentage of completion, or quantities of work performed as specified herein and in accordance with Section 01 29 00-3.0, SUPPLIER'S COST BREAKDOWN.

2.0 DESCRIPTION OF BID ITEMS

A. GENERAL

Bid Item(s) 1 through ___ is/are presented to indicate major categories of the work for purposes of comparative bid analyses and payment breakdown. Bid Items are not intended to be exclusive descriptions of work categories and the Supplier shall determine and include in its pricing all materials, labor, and equipment necessary to complete each Bid Item (work phase) as shown and specified.

B. BID ITEM 1 (DESCRIPTION)

Bid Item 1 includes _____

C. BID ITEM 2 (DESCRIPTION)

Bid Item 2 includes _____

Note to Specification Preparer: If Start-up Services are not required, then note "NOT USED" in the title of Section D below and delete the entire paragraph that follows. Delete this note during specification development.

D. BID ITEM 3 START-UP SERVICES

Bid Item 3 includes providing all on-site Start-up Services in accordance with Specification Section 01 11 00-1.2(C). Bid Item 3 shall include all labor and travel costs including transportation, food and lodging for a continuous five (5) day period of on-site work, eight working hours per day. The Supplier agrees to provide all additional on-site Start-up Services at the same costs for five (5) day periods of on-site work. For partial additional periods of less than a five (5) day period the compensation paid shall be prorated on the basis of the five (5) day period. This five (5) day period may include weekends.

E. BID ITEM 4 CALIFORNIA SALES TAX

Bid Item 4 includes providing the amount of California Sales Tax included in the Bid as specified

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in and required by Specification Section 00 41 00, **Bid Form**. The Supplier shall be responsible for all payments to be made to the State of California in accordance with the rules and regulations of the California Board of Equalization for this amount and all additional amounts that are due to the State of California. The liability for any unpaid sales taxes due the State of California is solely the responsibility of the Supplier.

F. **BID ITEM 5 SHIPPING AND FREIGHT**

Bid Item 5 includes providing for all shipping, transportation, and off-loading costs for delivery of the **equipment/materials** in accordance with Specification Section 01 11 00, **SUMMARY OF WORK**.

3.0 SUPPLIER'S COST BREAKDOWN

Progress Payments shall be made in accordance with Specification Section 00 52 00, **AGREEMENT**, Article 2, **COMPENSATION AND PAYMENT**. At the option of the Authority progress payments may also be made to Supplier in accordance with a cost breakdown, as agreed upon by the Supplier and the Authority. The purpose of the cost breakdown is for preparing future estimates of partial payments to the Supplier, and shall list the major items of work with a cost fairly apportioned to each item. The cost breakdown shall be generally in the same format as the Bid Items and/or Contract Specifications divisions and subdivisions, with major items of work listed individually. The cost breakdown shall include separate allowances for any testing and startup work required.

The cost breakdown will be subject to the approval of the Authority, and upon request, the Supplier shall substantiate the cost for any or all items and provide additional level of detail. The Authority shall be the sole judge of the adequacy of the cost breakdown.

4.0 ROYALTIES, PATENTS AND TAXES

The Supplier shall pay all royalties and patent fees. The Supplier shall defend all suits and claims for infringement or other violation of any patent right and shall hold the Authority harmless from loss on account thereof. The Supplier shall pay and shall assume exclusive liability for all taxes levied or assessed on or in connection with its performance of this Contract, whether before or after Acceptance of the Work, including, but not limited to, State and local sales and use taxes, Federal and State payroll taxes or assessments, and excise taxes. All costs in connection therewith shall be included in the total amount of the Contract Price.

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SECTION 01 33 23

SHOP DRAWINGS PRODUCT DATA AND SAMPLES

1.0 SUBMITTALS

Where the Supplier is required by the Contract to make submittals, they shall be made to the Authority with a letter of transmittal and in sufficient number of copies to allow a distribution of at least one (1) copy to all parties needing a copy to carry out the provisions of the Specifications. Content of all submittals shall be provided in Microsoft Word (*.doc file format) and AutoCAD (*.dwg file format) electronic files. Drawings shall be provided in both Adobe Acrobat (*.pdf) and AutoCAD (*.dwg) file formats.

Unless specified otherwise in the Contract Documents, the Supplier shall provide one (1) electronic copy and one (1) hard copy to be retained by the Authority the following items:

- Cost Breakdown
- Materials List
- Substitutions List
- Operation and Maintenance Manuals
- Material Safety Data Sheets
- Shop Drawings, Product Data and Samples
- Warranty Data
- Others as Specified in the Technical Specifications

When submittals are favorably reviewed, the Authority will retain one (1) electronic copy and one (1) hard copy and will return all others to the Supplier with review comments, if any, noted. Review copies of the Final Operation and Maintenance Manuals will not be returned to the Supplier. It shall be the Supplier's responsibility to copy and/or conform reviewed submittals in sufficient numbers for its files, subcontractors, and vendors. When submittals are not favorably reviewed, the Authority will retain one (1) copy and will return all others to the Supplier.

2.0 SUPPLIER'S RESPONSIBILITIES

The Supplier shall submit, at its own expense, submittals and details of structural and reinforcing steel, equipment, material, electrical controls, architectural fabrications, pipe, pipe joints, special pipe sections, and other appurtenances as required in Contract Documents.

All submittals and supporting data, catalogs, schedules, etc., shall be submitted as the instruments of the Supplier, who shall be responsible for their accuracy and completeness and coordination. Such responsibility shall not be delegated in whole or part to subcontractors or suppliers. These submittals may be prepared by the Supplier, subcontractors, or suppliers, but the Supplier shall ascertain that submittals meet all of the requirements of the Contract Documents, while conforming to structural, space, and access conditions at the point of installation. Designation of work "by others", if shown in submittals, shall mean that the work will be the responsibility of the Supplier rather than the subcontractor or supplier who prepared the submittals. The Supplier shall insure that there is no conflict with other submittals and notify the Authority in each case where its submittal may affect the work of another supplier

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or the Authority. The Supplier shall ensure coordination of submittals among the related crafts and subcontractors. The Supplier accepts the responsibility and expense for additional costs and delays which may result for Work performed without favorably reviewed submittals.

Submittals shall be prepared in such form that data can be identified with the applicable Specification paragraph. The data shall clearly demonstrate compliance with the Contract Plans and Specifications and shall relate to the specific equipment to be furnished. Where manufacturer's standard drawings are employed, they shall be marked clearly to show what portion of the data is applicable to this project.

3.0 TRANSMITTAL PROCEDURES

3.1 TRANSMITTAL FORM - A separate transmittal form shall be used for each specific item, class of material, equipment, and items specified in separate, discrete sections, for which the submittal is required. Submittal documents common to more than one piece of equipment shall be identified with all the appropriate equipment numbers. Submittals for various items shall be made with a single form when the items taken together constitute a manufacturer's package or are so functionally related that expediency indicates checking or review of the group or package as a whole. The specification section to which the submittal is related shall be indicated on the transmittal form.

A unique number, sequentially assigned, shall be noted on the transmittal form accompanying each item submitted. Original submittal numbers shall have the following format: "XXX"; where "XXX" is the sequential number assigned by the Supplier. Resubmittals shall have the following format: "XXX-Y"; where "XXX" is the originally assigned submittal number and "Y" is a sequential letter assigned for resubmittals, i.e., A, B, or C being the 1st, 2nd, and 3rd resubmittals, respectively. Submittal 25B, for example, is the second resubmittal of submittal 25.

3.2 DEVIATIONS FROM THE CONTRACT - If the submittals show any deviations from the Contract requirements, the Supplier shall submit with the submittal submission a separate written description of such deviations and the reasons therefor. If the Authority accepts such deviation, the Authority shall issue an appropriate Contract Change Order, except that, if the deviation is minor, or does not involve a change in price or in time of performance, a Contract Change Order need not be issued. If any deviations from the Contract requirements are not noted on the submittal, the review of the shop drawing shall not constitute acceptance of such deviations.

3.3 SUBMITTAL COMPLETENESS - The Supplier shall review and check all submittals before submitting them to the Authority. The Supplier shall certify on the transmittal letter and on each shop drawing that they have been checked, are in compliance with the Plans and Specifications, and all deviations from the Contract requirements are noted.

If the Supplier submits an incomplete submittal, the submittal will be returned to the Supplier without review. A complete submittal shall contain sufficient data to demonstrate that the items comply with the Specifications, shall meet the minimum requirements for submissions cited in the Contract Documents, shall include materials and equipment data and seismic anchorage certifications where required, and shall include any necessary revisions required for equipment other than first named.

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It is considered reasonable that the Supplier shall make a complete and acceptable submittal to the Authority at least by the second submission of data. The Authority reserves the right to deduct monies from payments due the Supplier to cover additional costs of review beyond the second submission.

3.4 SUBMITTAL PERIOD - All submittals shall be completed within **forty-five (45)** days after the date established in the Notice to Proceed by the Authority for the commencement of Contract Time or submittal process whichever is earlier, unless the Authority accepts an alternate schedule for submission of submittals proposed by the Supplier.

4.0 REVIEW PROCEDURE

Submittals shall be submitted to the Authority for review and returned within **thirty (30)** days after receipt. Review of submittals has as its primary objective the completion for the Authority of a project in full conformance with the Contract Documents, unmarred by field corrections, and within the time provided. In addition to this primary objective, submittal review as a secondary objective will assist the Supplier in its procurement of equipment that will meet all requirements of the Contract Documents, will fit the structures detailed on the Plans, will be completed with respect to piping, electrical, and control connections, will have the proper functional characteristics, and will become an integral part of a complete operating facility.

After review of each of the Supplier's submissions, the material will be returned to the Supplier with actions defined as follows:

- A. **NO EXCEPTIONS NOTED (RESUBMITTAL NOT REQUIRED)** - Accepted subject to its compatibility with future submissions and additional partial submissions for portions of the work not covered in this submission. Does not constitute approval or deletion of specified or required items not shown in the partial submission.
- B. **MAKE CORRECTIONS NOTED (RESUBMITTAL NOT REQUIRED)** - Same as A, except that minor corrections as noted shall be made by the Supplier.
- C. **MAKE CORRECTIONS NOTED (RESUBMIT)** - Rejected because of major inconsistencies or errors which shall be resolved or corrected by the Supplier prior to subsequent review by the Design Consultant.
- D. **NOT ACCEPTABLE (RESUBMIT)** - Submitted material does not conform to Plans and Specifications in major respect., i.e.: wrong size, model, capacity, or material.

Items A and B above (no resubmittal required) are considered "favorable review". Items C and D above (correction and resubmittal required) are considered "unfavorable review".

It shall be the Supplier's responsibility to copy and/or conform reviewed submittals in sufficient numbers for its files, subcontractors, and vendors.

5.0 EFFECT OF REVIEW OF SUPPLIER'S SUBMITTALS

Favorable review of submittals shall be obtained prior to the fabrication, delivery and construction of items requiring submittal review.

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Favorable review of submittals does not constitute a Contract Change Order to the Contract requirements. The favorable review of all submittals by the Design Consultant or the Authority shall apply in general design only and shall in no way relieve the Supplier from responsibility for errors or omissions contained therein. Favorable review shall not relieve the Supplier of its obligation to meet safety requirements and all other requirements of laws, nor constitute a Contract Change Order. Favorable review will not constitute Acceptance by the Authority of any responsibility for the accuracy, coordination, and completeness of the submittals or the items of equipment represented on the submittals.

6.0 MATERIAL LIST

Within thirty-five (35) days after the date established in the Notice to Proceed for the commencement of Contract Time or submittal process whichever is earlier, the Supplier shall submit a List of Materials to the Authority for favorable review. The List shall include all items of equipment and materials for mechanical, piping, electrical, heating and ventilating, equipment piping, and plumbing work; and the names of manufacturers with whom purchase orders have been placed. Items on the List shall be arranged in the same order as in these Specifications, and shall contain sufficient data to identify precisely the items of material and equipment the Supplier proposes to furnish. The List shall include the Specifications or Drawing references. After the submission is favorably reviewed and returned to the Supplier by the Authority it shall become the basis for the submission of detailed manufacturer's drawings, catalog cuts, curves, diagrams, schematics, data, and information on each separate item for review by the Authority. No work shall proceed on any item until it has been submitted and favorably reviewed.

7.0 MATERIAL AND EQUIPMENT SUBSTITUTIONS

7.1 GENERAL - In preparing the Contract Documents, the Design Consultant has named those products which to its knowledge meet the requirements of the Technical Specifications and are equivalent in construction, functional efficiency, and durability.

Wherever catalog numbers and specific brands or trade names preceded by "similar and equal" or followed by the designation "or equal" are used in conjunction with a designated material, product, thing, installation, or service mentioned in these Contract Documents, they are used to establish the standards of quality and utility required. The first-named manufacturer is the basis for the Project design and the use of alternative-named or unnamed manufacturer's products proposed by the Supplier may require modifications in the Project design and construction.

Where only one product has been named by brand, it is the only brand, trade name, or manufactured product known to the Design Consultant that meets the requirements of the Technical Specifications.

The Authority has made a determination that no substitution will be considered and that the following listed materials, products, equipment and/or services must be furnished as designated below in order to match others in use by the Authority or because a field test or experiment is being made to determine suitability for future use:

(List all Applicable Materials, Products, Equipment and/or Services or note "None")

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7.2 SUBSTITUTIONS - Substitutions which are equal in quality and utility to those specified will be permitted, subject to the following provisions. For this purpose, the Supplier shall submit to the Authority within forty (40) days of the Notice of Award, a typewritten list containing a description of each proposed substitute item or material. Sufficient data, drawings, samples, literature, calculations, or other detailed information as will demonstrate to the Design Consultant that the proposed substitute is equal in quality and utility to the material specified shall be appended to this list. The Design Consultant will favorably review in writing such proposed substitutions as are, in its opinion, equal in quality to the items or materials specified. In the event that a substitute is favorably reviewed, fifty percent (50%) of all savings shall be credited to the Authority.

Failure of the Supplier to submit proposed substitutions for review in the manner described above and within the time prescribed shall be sufficient cause for rejection by the Authority of any substitutions otherwise proposed.

7.3 MODIFICATIONS AND COSTS - If alternative-named or substitutions are proposed by the Supplier and favorably reviewed by the Design Consultant, the Supplier is responsible for providing, at no additional cost to the Authority, any electrical, mechanical, structural, or other related changes or testing that may be required to accommodate or provide the particular material or equipment the Supplier desires to use. Any deviation from the Specifications or the Drawings resulting from the type of material or equipment to be used shall not be the basis for any "extra charges" above and in excess of the original Contract Bid Price of the work.

In addition the Supplier is responsible for all additional costs to the Authority, and its agents and representatives, for evaluation of data submitted by the Supplier for alternative named or substitutions and any redesign necessary. The Authority shall deduct said costs from the Contract monies due the Supplier.

8.0 SEISMIC DESIGN AND ANCHORAGE OF EQUIPMENT AND OTHER APPURTENANT FACILITIES

All pieces of electrical, mechanical, and instrumentation equipment and appurtenant facilities which are mounted or anchored shall be so designed and installed as to be in conformance to all requirements of the California Building Code for the edition adopted by the governing jurisdiction, both for vertical and lateral loading. This requirement applies, but is not limited to, such items as light fixtures, electrical and instrumentation panels, tanks, pumps, piping, pipe supports and hangers, conduits and supports, generators, motors, fans, ventilating ducts and equipment, and other similar equipment or facilities. All Authority equipment or facilities within these Specifications or on the Drawings shall be considered essential and shall be designed and anchored to resist seismic forces. Such equipment or facilities shall be functional during and after an earthquake. Anchorage or restraints shall be so designed as to resist the greater of the specified or code required forces acting in any direction. The design of the entire anchoring system, and the furnishing of any part of the anchoring system which must be integral with the equipment or facilities, shall be the responsibility of the manufacturer or Supplier. The Contractor, working closely with the manufacturer or Supplier, shall be responsible for furnishing or installing any anchors or restraints which are independent of the equipment or facilities. Examples, but not limited to those noted, are anchor bolts, restraining curbs, walls, or angles and similar items.

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Shop drawings for seismic anchorages listed in these specifications shall be submitted. Shop drawing submittals shall include calculations, details, and other amplifying data demonstrating conformance to the seismic requirements of this paragraph. Such calculations shall be prepared and signed by a Civil or Structural Engineer registered in the State of California.

Although calculations will not be required, manufacturers shall assure that equipment has been designed and constructed to safely transfer seismic induced loads through the equipment and to the anchorage systems without failure of equipment components.

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Note to Specification Preparer: Only include this section if testing of equipment or materials is required. Coordinate this section with technical specifications that may include additional testing requirements. Otherwise note "NOT USED". Delete this note during specification development.

SECTION 01 41 00

REGULATORY REQUIREMENTS

1.0 APPLICABLE CODES

See Technical Specifications for Applicable Codes.

2.0 FEES AND PERMITS

Note to Specification Preparer: Depending on project requirements choose and UNSHADE the following paragraphs that are applicable and DELETE those that are not Delete this note during specification development.

The Supplier shall pay for all re-inspections due to Supplier's negligence to complete the required work for final acceptance and testing.

The Supplier shall obtain and pay for all required Caltrans and local trucking permits.

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SECTION 01 42 00

REFERENCES

1.0 CODES AND STANDARDS

Where local codes or standards are referred to in these Specifications, the Supplier may inspect such documents at the City or County office.

2.0 DEFINITIONS OF WORDS AND TERMS

Where used in the Contract Documents, the following words and terms shall have the meanings indicated. The meanings shall be applicable to the singular, plural, masculine and feminine of the words and terms.

Acceptance. Formal action of the Authority in determining that the Supplier's work has been completed in accordance with the Contract and in notifying the Supplier in writing of the acceptability of the Work.

Acts of God. "Acts of God" shall include only the following occurrences or conditions and effects: earthquakes in excess of a magnitude of 3.5 on the Richter Scale and tidal waves.

Addenda. Supplemental written specifications or drawings issued prior to bid submittal which modify or interpret the Project manual by addition, deletion, clarification, or corrections.

Agreement. The written document covering the performance of the Work as more fully described in the Contract Documents. Also referred to as the Contract.

Authority. The word "Authority" in its entirety and in its place added the following: "The word "Authority" refers to Silicon Valley Clean Water (formerly called the South Bayside System Authority), the governing body of which is termed the "Commission."

Bid. Offer of a Bidder submitted on the prescribed form setting forth prices of the work to be performed. Also referred to as Proposal.

Bidder. Individual, partnership, corporation, or a combination thereof, including joint venturers offering a bid to perform the work.

Construction Manager. The person designated, in writing, by the Authority to act as its representative relating to this Contract.

Contract Change Order. A written order to the Supplier, covering changes in the plans or quantities, or both, and establishing the basis of payment and time adjustments for the work affected by the changes. Also referred to as a Change Order.

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Contract Documents. The words "Contract Documents" shall mean any or all of the following items, as applicable:

- Division 0 - Bidding and Contract Requirements (00 11 13 and others following)
- Division 1 - General Requirements (01 11 00 and others following)
- Plans
- Addenda or Bulletins of Instruction, if any
- Executed Change Orders, if any
- Field Orders, if any
- Notice to Proceed
- Permits
- Appendices

Each of these items is to be considered by reference as part of the Contract Documents, also referred to as Contract.

Contract Price. Also referred to as Contract Amount. The amount payable to the Supplier under the terms and conditions of the Contract based on the price given on the bidding schedule, with adjustments made in accordance with the Contract. The base amount given in the bidding schedule shall be either a lump sum bid or the summation of the unit price bids multiplied by the estimated quantities set forth in the bid form.

Contract Time. Number of calendar days stated in the contract for the completion of the Work.

Contractor. See definition of "Supplier".

Contractor's Plant and Equipment. Equipment, material, supplies, and all other items, except labor, brought onto the site by the Contractor to carry out the Work, but not to be incorporated in the Work.

Conveyance System. The infrastructure of pipelines, pump stations and all appurtenances related to the conveyance of raw wastewater from the public collection systems of the Authority's member agencies to the treatment plant.

Days. The word "Days" shall mean calendar days, including legal holidays, Saturdays and Sundays, unless specifically noted otherwise.

Design Consultant. The term "Design Consultant" refers to the person or firm designated by the Authority to perform architectural and/or engineering functions on the Project.

Direct. Action of the Authority by which the Supplier is ordered to perform or refrain from performing work under the Contract.

Drawings. "Drawings" shall mean Plans.

Favorable Review. "Favorable Review" means that the person or entity acting on behalf of the Authority has reviewed a proposal or submittal and found it acceptable as to the aspects for which review was sought. "Favorable Review" does not imply any approval of deviations from the Contract Documents, which can only be made by formal field Directive, Field Order or Contract Change Order.

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Field Directive. Written documentation of the actions of the Authority in directing the Supplier. Also referred to as a Directive.

Field Order. A written instruction given to the Supplier authorizing work that is a change to the scope of work carried out on a time and material basis.

Furnish. To deliver to the job site or other specified location any item, equipment or material.

General Requirements. Division 1, General Requirements, which form part of the Contract Documents establishing special conditions or requirements peculiar to the work.

Herein. Refers to information presented in the Contract Documents.

Holidays. Legal holidays shall include the following holidays designated by the Authority: New Year's Day, President's Day, Memorial Day, Independence Day, Labor Day, Thanksgiving Day, the day after Thanksgiving, and Christmas Day.

Install. Placing, erecting, or constructing complete in place any item, equipment, or material.

Notice of Award. Notice of Award shall mean the written notice issued by Authority to Supplier that the Contract was awarded by the Commission. The Notice of Award requires that the Supplier shall execute a written Agreement and required supplementary documents and submit them to the Authority within twenty (20) days after the Supplier's receipt of the Notice of Award.

Notice to Proceed. Notice to Proceed shall mean the written notice issued by Authority to Supplier authorizing the Supplier to proceed with the Work and establishing the date of commencement of the Contract Time. Notice to Proceed may or may not include separate dates establishing the date of commencement of the submittal process.

Owner. The word "Owner" means Silicon Valley Clean Water.

Paragraph. For reference or citation purposes, a paragraph shall refer to the paragraph, or paragraphs, called out by paragraph number and alphanumeric designator.

Person. The term, person, includes firms, companies, corporations, partnerships, and joint ventures.

Plans. "Plans" shall mean Drawings.

Project. The Undertaking to be performed under the provisions of the Contract.

Provide. Furnish and install, complete in place.

Punch List. List of incomplete items of work and of items of work which are not in conformance with the Contract, prepared by the Authority.

Shall. Refers to actions entered into by the Supplier or the Authority as a covenant with the other party to do or to perform the action.

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Shown. Refers to information presented on the drawings, with or without reference to the drawings.

Specify. Refers to information described, shown, noted or presented in any manner in any part of the Contract.

Subcontractor. A subcontractor is a person or entity who has a direct contract with the Supplier to perform any of the Work at the site. The term subcontractor means a subcontractor or subcontractor's authorized representative. The term subcontractor, does not include any separate contractor or any separate contractor's subcontractors.

Submittals. The information which is specified for submission to the Authority in accordance with the Contract Documents.

Substantial Completion. Sufficient completion of the Project or the portion thereof to permit utilization of the Project, or portion only that the work be sufficiently completed to permit utilization, but that the Authority can effectively utilize the substantially completed work. Determination of Substantial Completion is solely at the discretion of the Authority. Substantial Completion does not mean complete in accordance with the Contract nor shall Substantial Completion of all or any part of the Project entitle the Supplier to Acceptance under the Contract.

Substantial Completion Date. Date when the Authority puts into service, the Project, or that portion of the Project that has been determined to be substantially complete.

Sub-subcontractor. A sub-subcontractor is a person or entity who has a direct or indirect contract with a subcontractor to perform any of the Work at the site. The term sub-subcontractor means a sub-subcontractor or an authorized representative thereof, also referred to as sub-tier-subcontractor.

Supplier. Any person, firm, corporation, or organization who supplies materials or equipment for the Work, including that fabricated to a special design, and may also be a Subcontractor or a Sub-Subcontractor.

Surety. The person, firm, corporation, or organization that joins with the Supplier in assuming the liability for the faithful performance of the Work and for the payment of all obligations pertaining to the Work in accordance with the Contract Documents by issuing the Bonds required by the Contract Documents or by law.

Technical Specifications. Sections 02000 and all others following of the Contract Documents consisting of written descriptions of the technical features of materials, equipment, constructions systems, standards, and workmanship.

Will. See definition of "Shall".

Work. The labor, materials, equipment, supplies, services, and other items necessary for the execution, completion and fulfillment of the Contract.

Work Day. Any day except Saturday, Sunday, and legal holidays.

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3.0 ABBREVIATIONS

Whenever the following terms are used, the intent and meaning shall be as follows:

	<u>Abbreviation Stands For</u>
AASHTO	American Association of State and Highway and Transportation Officials
AAMA	Architectural Aluminum Manufacturers Association
ABMA	American Boiler Manufacturers Association
ACI	American Concrete Institute
ADC	Air Diffusion Council
AGA	American Gas Association
AGMA	American Gear Manufacturers Association
AISC	American Institute of Steel Construction
AISI	American Iron and Steel Institute
AMCA	Air Moving and Conditioning Association
ANSI	American National Standard Institute (formerly United States of America Standards Institute)
APA	American Plywood Association
API	American Petroleum Institute
AREA	American Railway Engineers Association
ASCE	American Society of Civil Engineers
ASHRAE	American Society of Heating, Refrigerating and Air Conditioning Construction Managers
ASME	American Society of Mechanical Engineers
ASTM	American Society of Testing and Materials
AWPA	American Wood-Preserver's Association
AWS	American Welding Society
AWWA	American Water Works Association
CAGI	Compressed Air and Gas Institute CAL/OSHA State of California Department of Industrial Relations, Division of Industrial Safety
CBM	Certified Ballast Manufacturers
CBR	California Bearing Ratio
CI	Chlorine Institute
CISPI	Cast Iron Soil Pipe Institute
CMAA	Crane Manufacturers Association of America
CPSC	Consumer Products Safety Commission
CRA	California Redwood Association
CRSI	Concrete Reinforcing Steel Institute
CTI	Cooling Tower Institute
DFPA	Douglas Fir Plywood Association
EIA	Electronic Industries Association
EPA	U.S. Environmental Protection Agency
ETL	Electronic Testing Laboratory
FM	Factory Mutual Insurance Company
FPS	Fluid Power Society

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FS	Federal Specifications
GO 95	General Order No. 95, California Public Utilities Commission Rules for Overhead Electric Line Construction
HI	Hydraulic Institute
HMI	Hoist Manufacturers Institute
IAPMO	International Association of Plumbing and Mechanical Officials
IBR	Institute of Boiler and Radiator Manufacturers
ICBO	International Conference of Building Officials
IEEE	Institute of Electrical and Electronic Engineers
IES	Illuminating Engineering Society
IPCE	International Power Cable Engineers Association
ISA	Instrument Society of America
NAAMM	National Association of Architectural Metal Manufacturers
NBS	National Bureau of Standards
NEC	National Electric Code
NEMA	National Electrical Manufacturers Association
NFPA	National Fire Protection Association
NSF	National Sanitation Foundation
NWMA	National Woodwork Manufacturers Association
OSHA	Occupational Safety and Health Act
PCMAC	Prestressed Concrete Manufacturers Association of California
SMACNA	Sheet Metal and Air Conditioning Contractors National Association
SSPC	Structural Steel Painting Council TCA Tile Council of America
UBC	Uniform Building Code
UPC	Uniform Plumbing Code
UL	Underwriters Laboratories
WCLIB	West Coast Lumber Inspection Bureau
WIC	Woodwork Institute of California

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SECTION 01 75 16

GENERAL TEST REQUIREMENTS

1.0 GENERAL

This Section includes general requirements for testing equipment supplied under this Project. Refer to the Technical Specifications for other specified tests and testing requirements.

1.1 DEFINITIONS

A. Factory - Singular location at which the Supplier assembles and readies the equipment for testing prior to delivery to the Authority.

B. Site - Location where the equipment is permanently installed for use by the Authority specified in the Contract Documents.

1.2 BASIC TEST CONCEPTS - The Supplier shall provide tests for all provided equipment. Even if equipment does not have specific tests defined in the Contract Documents, the Supplier shall develop a testing plan which includes test procedures for all equipment provided under this Agreement. For equipment that is not specifically included in the tests specified in the Contract Documents, the Supplier shall develop a testing plan using manufacturer recommended testing procedures.

Before the start of any test that will be witnessed by the Design Consultant and/or Authority, the Supplier shall have conducted all prerequisite testing as well as a dry-run of the entire witnessed test to ensure the success of the test. The Supplier shall provide the Design Consultant with a copy of the test documentation associated with the prerequisite testing and dry-run before start of the witnessed version of the test. The test documentation shall be a duplicate of that required for the witnessed version of the test.

The Supplier may use its own in-place programs, plans, and test procedures to implement the requirements as specified herein provided that such programs, plans, and test procedures provide the level of detail and meet the intent of the requirements specified herein and are submitted to and successfully reviewed by the Design Consultant. Each test and verification procedure must verify that the item, subsystem, or system tested meets the specific requirements of these specifications.

All tools and equipment necessary to perform all required tests shall be provided by the Supplier. Test instruments shall be suitable for the purpose of measurement, with a rated accuracy commensurate to the measurement value of the equipment being tested or calibrated.

Each test instrument shall be certified by an established calibration laboratory prior to the commencement of testing and recertified, without adjustment, after completion of testing to verify accuracy throughout the testing period. If recertification without adjustment is not demonstrated, the calibration instrument must be adjusted and certified, the field calibration repeated, and the recertification without further adjustment verified. Certified calibration reports traceable to the National Bureau of Standards shall be included with the test report.

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The major documents associated with the testing are:

- A. Test Plan
- B. Factory Demonstration Test Procedures
- C. Test Reports.

1.3 SCOPE OF TESTING - All equipment, software, firmware, wiring and cabling shall be tested in the factory following design and manufacture. The Supplier shall perform the factory demonstration testing at the factory after final assembly and integration of the equipment.

2.0 TEST PROGRAM DOCUMENTATION REQUIREMENTS

The Supplier shall prepare and submit for review a Test Plan and Procedures for performing Factory Demonstration Tests and Test Reports for all tests. The plan shall include the anticipated testing schedules.

2.1 TEST PLAN - The Supplier's Test Plan shall provide for the Factory Demonstration Test. The plan shall also discuss the type and extent of component, subsystem, and system testing, where applicable.

The Supplier shall prepare and submit a Test Plan consisting of the following major components, as a minimum:

- A. A description of each test and its objectives.
- B. A description of the test program organization and the responsibilities and qualifications of test personnel.
- C. A description of applicable prerequisites for testing including all unwitnessed tests.
- D. A description of the overall test schedules.
- E. A description of form and content of test reports.
- F. A description of the procedures for identifying, evaluating and correcting the causes of problems or failures which occur during tests and a description of procedures for reworking and testing.

2.2 TEST PROCEDURES - The purpose of the test procedures is to bring order to the testing process and to illustrate that the Supplier is actively aware of the functional and performance requirements that must be met to satisfy the milestone at hand.

The Supplier shall develop test procedures for each witnessed test that clearly describe the test steps to be performed and the results expected after each step, with the results expected for each command explicitly defined so that success or failure is easily determined.

Any assumptions to be used in evaluating the test results shall be defined in the test procedure.

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Each step in the test procedures shall be numbered and each test shall include a space for the Supplier and for the Authority to initial when the test is satisfactorily completed.

The Supplier shall prepare and document a test procedure for each type of test. Test procedures shall be submitted to the Authority for review before the scheduled start of the corresponding test. None of the formal witnessed tests shall be initiated until the corresponding test procedure has been Favorably Reviewed as defined in Specification Section 01 33 23.

As a minimum, the following information shall be included in the procedures for each function tested:

- A. A test identification number and name.
- B. A statement of test objective and scope.
- C. A test description.
- D. A list of the make and model of all test equipment required to perform the test.
- E. A description of the required test setup including diagrams illustrating test equipment connections and identifying test points, where applicable.
- F. Step-by-step instructions for performing the test, identifying where data are to be recorded and the limits for acceptable data.
- G. All blank test data sheets on which all results of testing are to be recorded; data sheets shall include a section for dates, make and model of all test equipment and signatures of witnesses.
- H. Space for time and date of test
- I. Pass/fail signature of both the Authority and the Supplier's Quality Control representative.

2.3 TEST REPORTS

The Supplier shall develop, maintain, and update a test report for each test.

Test data sheets shall be used to record applicable drawing numbers, test equipment, including serial numbers and calibration dates where applicable, discrepancies, corrective action required, and test data. Data entries shall be referenced to the applicable procedures and allowable limits for each entry shall be indicated on the data sheets. The test data sheets shall be arranged in tabular form.

All discrepancies and/or anomalies shall be recorded on Discrepancy Report forms and entered into the Project Discrepancy Book per Paragraph 01 75 16-2.4.

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*SVCW Specifications
September 2025*

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Test reports shall contain:

- A. All test data sheets as completed at the time of test.
- B. The Supplier's analyses and conclusions of the test results.
- C. A complete list of deficiencies, discrepancies and/or deviations from expected results including how and when each item is to be resolved.
- D. When applicable, state system retesting requirements including a list of items to be retested and verification after successful resolution. Retesting and other remedial work required as a result of failed tests shall result in no increase to the Agreement price.
- E. A revised test procedure if corrections or revisions were made during the test.
- F. A general summary for the item tested indicating any open items that are yet to be resolved and any test that is yet to be conducted.

2.4 DISCREPANCY REPORTS

Supplier shall establish a Project Discrepancy Report (DR) Book consisting of a loose leaf notebook divided into two sections: (1) Outstanding DR's and (2) Resolved DR's. The Project Discrepancy Report Book shall be maintained for the duration of the project and shall be turned over to the Authority as part of the Operations and Maintenance Data required by Specification Section 01 78 23. A typical DR form is included at the end of this Section.

During witnessed tests or any other time the Authority or Design Consultant is at Supplier's facilities, Supplier shall provide blank Discrepancy Report Forms to be filled out by anyone attending test sessions or factory inspections who concludes that a test or portion of a test was not completed satisfactorily or when any equipment anomaly is noticed.

A review team consisting of the Supplier's Project Manager, Authority's Project Manager, and Authority's Design Consultant shall arbitrate any disputed DRs, and the decisions of the team shall be final.

The Project Discrepancy Report Book shall be available for inspection by Authority and Design Consultant at all times. A complete copy of the current Project Discrepancy Report Book shall be sent to Design Consultant at any time upon written request.

3.0 **TEST SUPPORT AND TEST MANAGEMENT**

3.1 TEST PERSONNEL - The Supplier shall furnish qualified technical personnel to perform testing and verification. The personnel shall be familiar with the equipment, software, and system performance before being assigned to the test program.

3.2 TEST MANAGEMENT - The Authority's Design Consultant or Authority-designated personnel will monitor the Factory Demonstration Tests. The Supplier's Project Manager shall coordinate test locations and schedules.

3.3 TEST OBSERVERS - The Authority retains the right to observe all test activities

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*SVCW Specifications
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including any and all preparation, pretests, burn-ins, troubleshooting and retests.

3.4 TEST EQUIPMENT INSTRUMENTS - The Supplier shall provide all test equipment and instruments necessary to set up and perform tests. All test equipment and instruments shall be properly calibrated and maintained.

3.5 PROSECUTION OF TESTING - The Supplier shall perform the factory testing according to the approved Test Plan and Procedures, and schedules. The Authority reserves the right to direct the Supplier to change the test sequence or the test hours as deemed necessary by the Design Consultant.

3.6 TEST SCHEDULING - When the equipment is ready, the Supplier shall schedule the factory test, subject to the Authority's approval. The Supplier shall notify the Authority in writing (15) days ahead of the scheduled test or any changes in the test schedule.

3.7 RETESTING COSTS - The Supplier shall be responsible for the Design Consultant's travel, subsistence, and standard hourly rate costs for witnessing the second retest or any successive retests of discrepancies identified during the first run of the test.

4.0 ADDITIONAL TEST REQUIREMENTS

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DISCREPANCY REPORT

Insert Project Name

Insert CIP Project #

AUTHOR _____

DATE _____

Equipment Name _____ Equipment Designator _____

Description of Problem:

Resolution:

Repaired By:

Date:

Author's Concurrence:

END OF SECTION

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SECTION 01 78 23

OPERATIONS AND MAINTENANCE DATA

1.0 OPERATION AND MAINTENANCE

The Contractor shall submit the preliminary Operation and Maintenance Manual within thirty (30) working days of an approved submittal and prior to the delivery and installation of any item of machinery or equipment. The manual will be reviewed by the Construction Manager for general content, and the Construction Manager will advise the Contractor within seven (7) days of receipt if the manual is acceptable in general content for the delivery and installation of the equipment or machinery. No equipment or machinery shall be delivered or installed if the general content of the manual is found to be deficient. The final Operation and Maintenance Manuals must be submitted and favorably reviewed prior to Acceptance. Content of all submittals shall be provided in Microsoft Word (*.doc file format) and AutoCAD (*.dwg file format) electronic files. Drawings shall be provided in both Adobe Acrobat (*.pdf) and AutoCAD (*.dwg) file formats.

All submittals prior to favorable review of the Operation and Maintenance Manuals shall be in their original electronic format, as well as pdf. Hard copies of the manuals shall be provided for review at the Authority's option.

After favorable review of the Operation and Maintenance Manuals, the complete set shall be submitted and provided to the Authority on a minimum of one (1) USB Thumb drive. Three (3) hard copies of the manuals shall be provided at the Authority's option.

All manuals shall be bound and marked to indicate the specific equipment furnished for this project and shall include:

- a) System processes and equipment operational descriptions
- b) Start-up instructions
- c) Assembly and disassembly instructions
- d) Trouble shooting instructions
- e) Lubrication instructions
- f) Maintenance and reinstallation instructions
- g) Parts identification, including exploded views and cut-away views
- h) List of spare parts recommended to have on hand with part numbers and current supplier information
- i) Operator safety
- j) Installation drawings
- k) Preventative maintenance schedules and requirements
- l) Predictive maintenance recommendations
- m) Condition based maintenance recommendations
- n) Standard operating and maintenance procedures
- o) Other pertinent information beneficial for operation and maintenance activities

In addition, all operation and maintenance manuals for electrical equipment shall include:

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SVCW Specifications

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September 2025

- p) Equipment ratings
- q) Calibration curves and records
- r) Record of field instruments/transmitters and rating tables

Operation and maintenance manuals for complex equipment shall also include:

- s) Alternate specified operating modes
- t) Normal shutdown instructions
- u) Long term shutdown instructions

***** END OF SECTION *****

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01 78 23-2

SECTION 01 78 43

SPARE PARTS AND MAINTENANCE MATERIALS

1.0 RESPONSIBILITY FOR SPARE PARTS AND TOOLS

Unless otherwise specified, where equipment, special repair tools, safety equipment, or other loose parts are specified to be furnished, they shall be stored by the Supplier until the permanent installation is complete and before start-up and training period commences. Upon delivery, each part shall be fully identified as to the manufacturer, part number, purpose, and associated item of equipment. The Supplier shall inventory such parts and transmit the inventory, in writing, to the Authority at an agreed upon time prior to the final testing and start-up period. All safety-related items shall be provided prior to testing and or completion of the Work.

***** END OF SECTION *****

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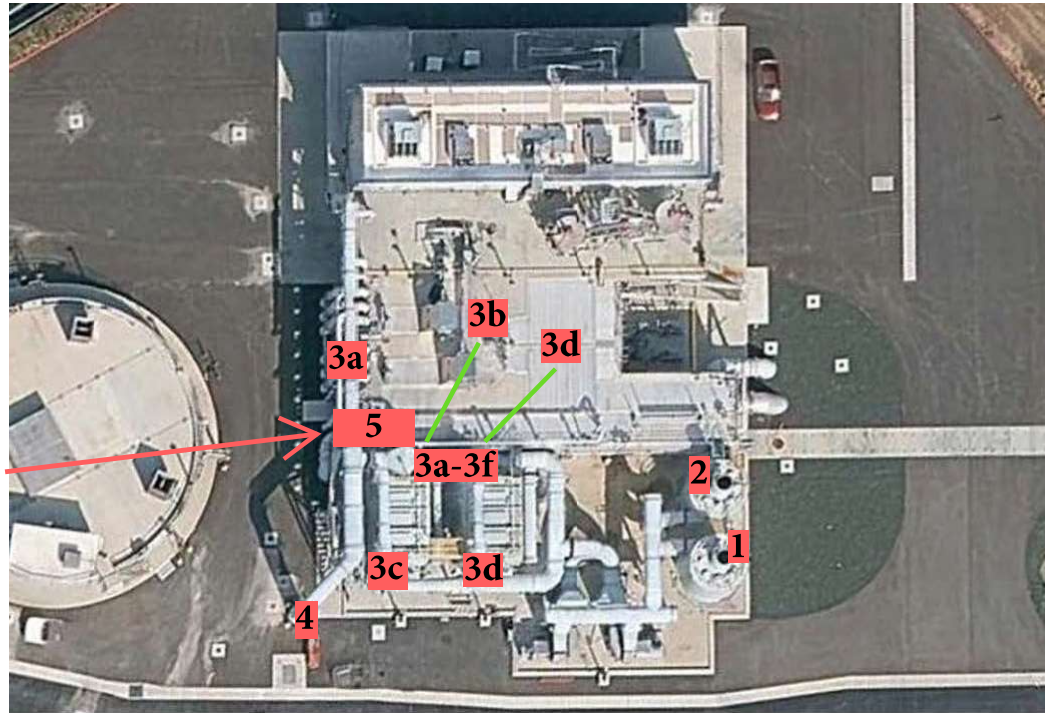
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01 78 43-3

SVCW Front of Plant Complex - Sample Site Locations



LEGEND

- = Sample Site
- = Location Indicator

5. Influent Sample Room -
DAILY USE. This room should be completely cleared of obstructions so employees can enter and exit with a sample cart. This room is located on the bottom floor and includes two stations, sink, table, and pipes labeled Influent and RSFM. Entrance

4. Gravity Pipeline - Air #1
- Leave room for sampling cart to access site.

1. GAC#1 - Air # 8 - DAILY USE.
Need access to orange compressed air nozzle on wall and room for sampling cart. Access to top and bottom of vessel.

2. GAC#2 - Air # 9 - Auxiliary for GAC#1 - Air # 8. DAILY USE. Need access to orange compressed air nozzle on wall and room for sampling cart. Access to top and bottom of vessel.

3a. HW to Odor Control - Air #2 - Located on elevated pipe on top deck

3b. Combined Odor Control - Air #3 - Located on elevated pipe on top deck

3c. Bio T Filter #1 - Air #4 - Located on elevated pipe on top deck

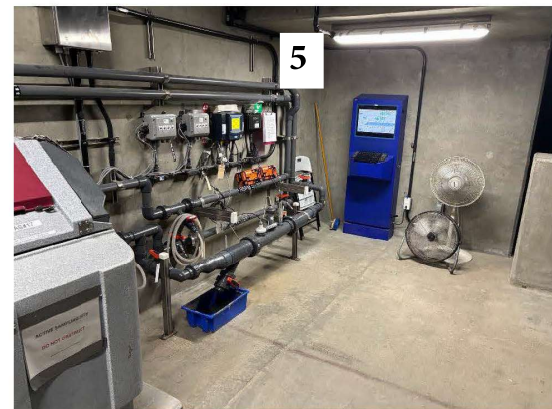
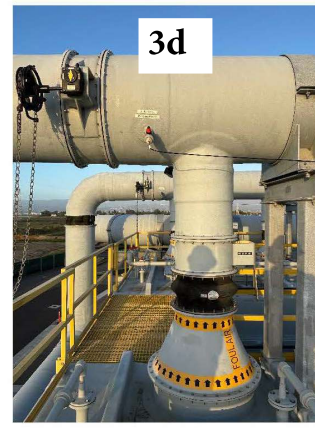
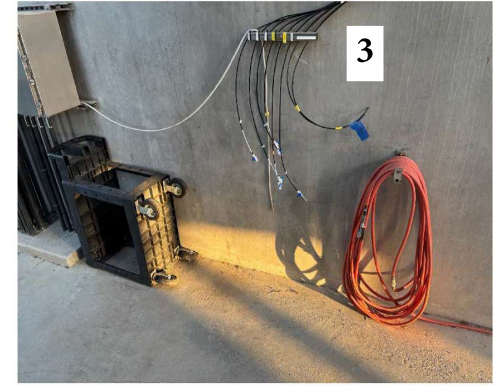
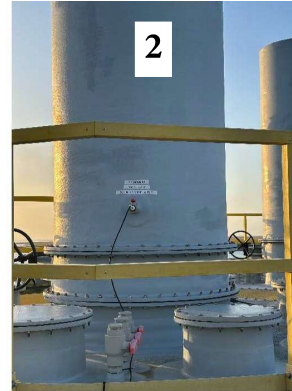
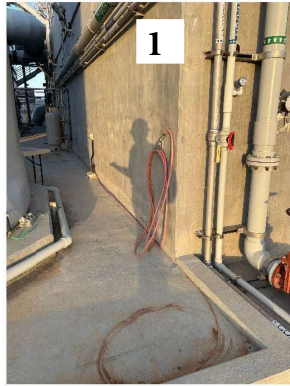
3d. Bio T Filter #2 - Air #5 - Located on elevated pipe on top deck. Secondary location on top deck. Do not obstruct and allow room for tray to unfold.

3e. Fan #1 - Air #6 - DAILY USE.

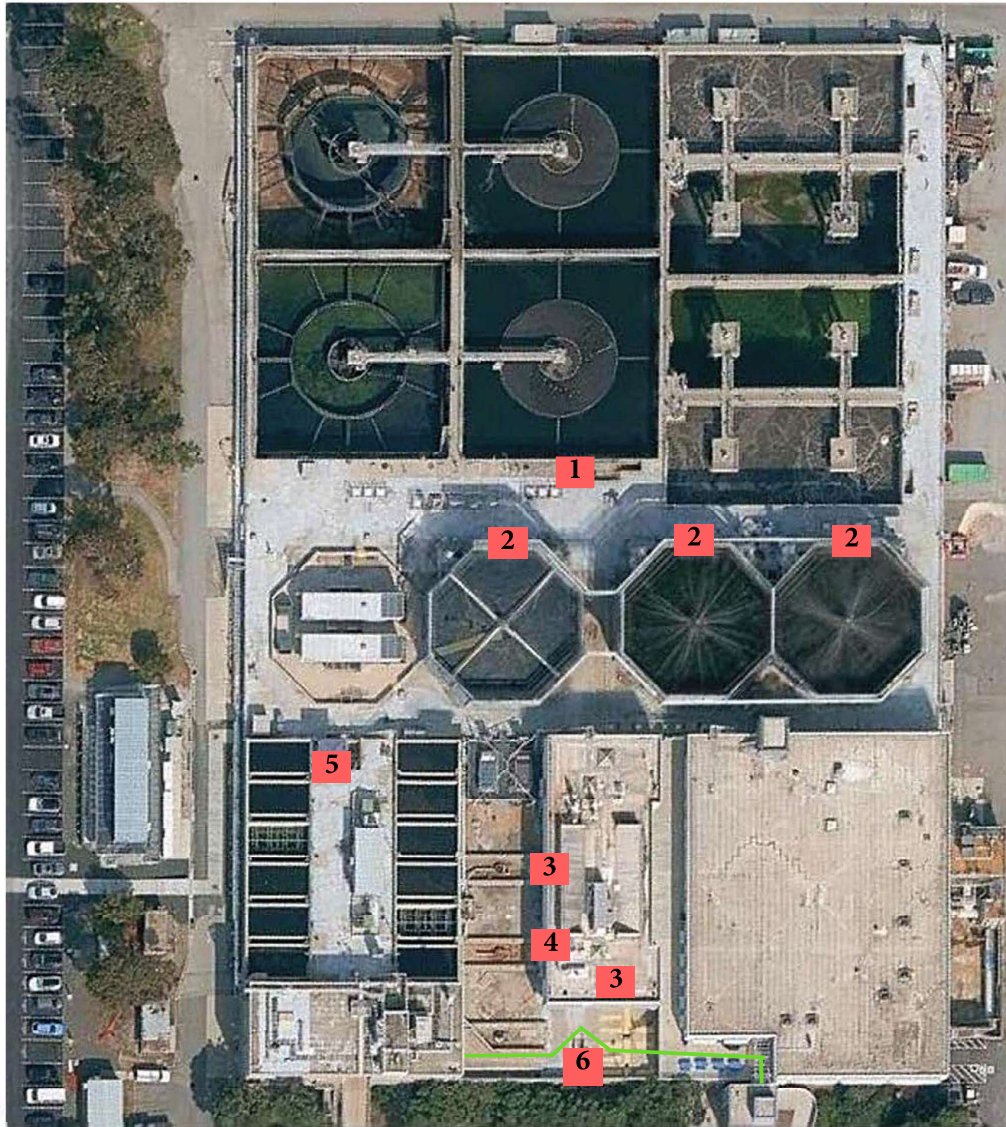
3f. Fan#2 - Air #7 - DAILY USE.

General Notes for Site 3a-3f combined location - Need access to orange compressed air nozzle on wall to the right and room for sampling cart to enter and exit the area to access all 6. Found outside bottom floor against the wall.

General Notes for Site 3a-3f individual locations - See labels above for description of location. Do not obstruct these locations.



109 Deck Sample Site Locations



LEGEND

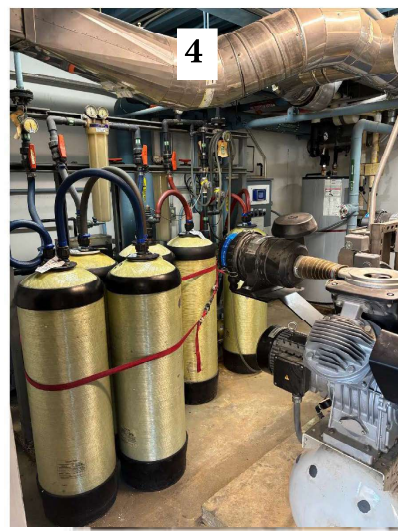
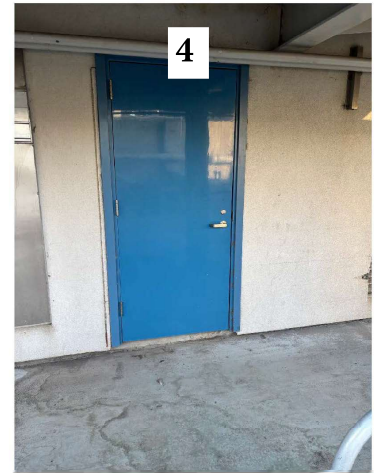
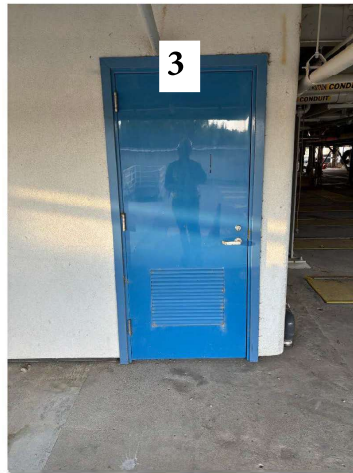
- = Sample Site
- = Cart Route

- 1. LBAS10 (As Applied)**- Need access for sample cart. Leave at least 4 feet of clearance around the station. Need access to walk around stairs and down to the rear of the station to access the valves.
- 2. FFR 1-3 EFF** - Do not obstruct the front of the station and do not place anything beside the station. These stations are located between tanks. If not leave 4 feet of clearance to access and work around the station.

5. H2S Sample Location - Do not obstruct the door or inside of the room. H2S sampling done throughout room.

- 3. Storage and Supply Rooms**- Do not obstruct these storage facilities are needed for restock. These are located directly under the lab. Do not place tools or equipment or park heavy machinery in the path of the doors.
- 4. Storage Room (with sampling)** - Do not obstruct the entrance to this room. Also located directly underneath the lab. Once entering, do not obstruct the left side of the room to allow for sample testing space.

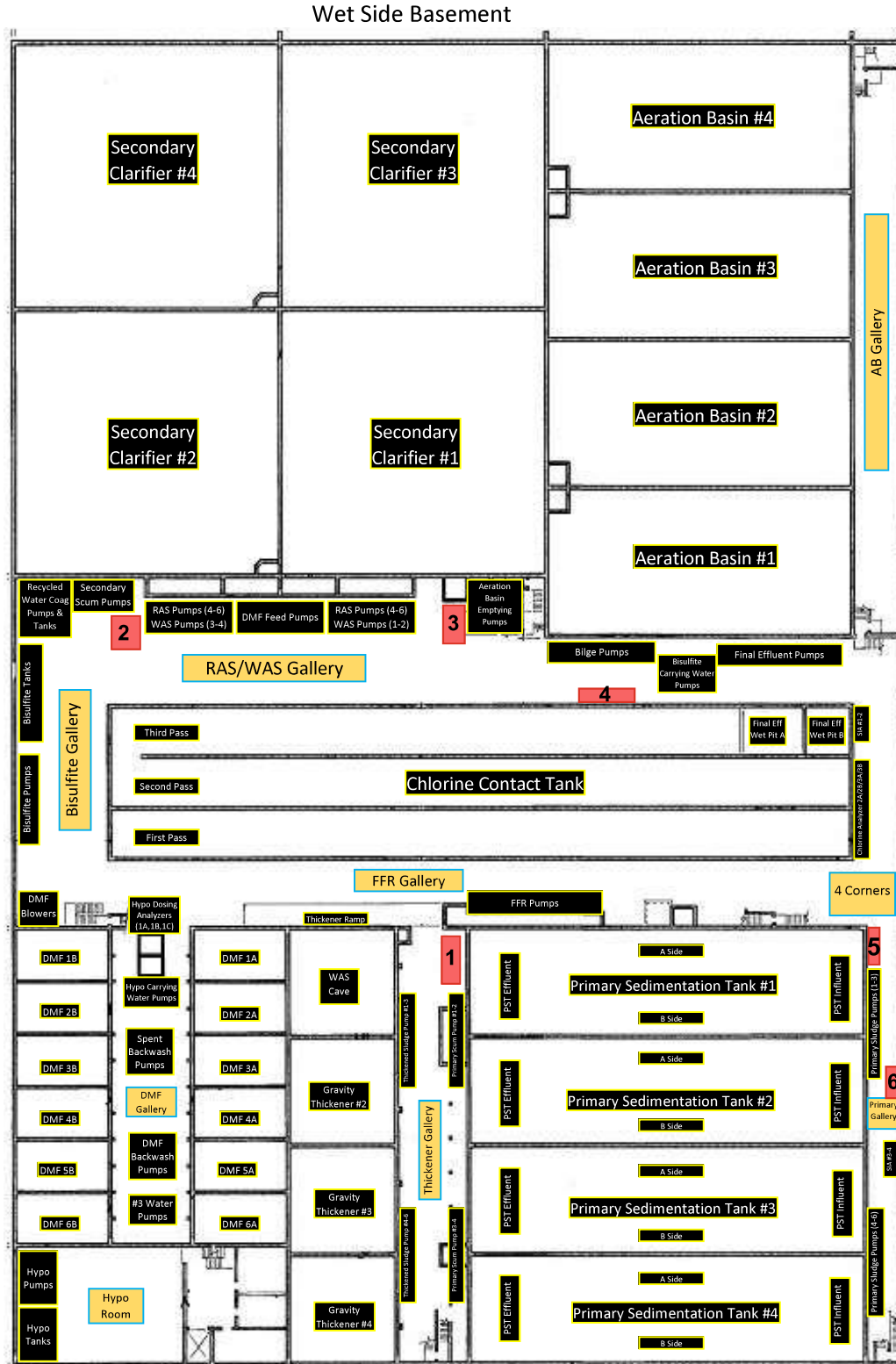
6. Elevator Outage Alternative Route - In the event the elevator to the lab is not operational, the route labeled 6 is required to be cleared for lab sampling carts to use the alternative elevator. 4 feet width of clearance is required.



Basement Gallery Sample Site Locations

Legend

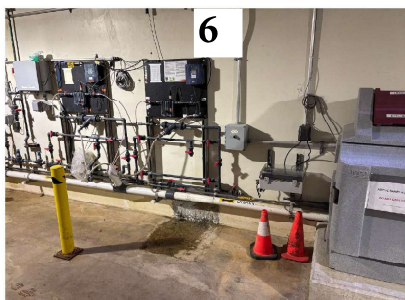
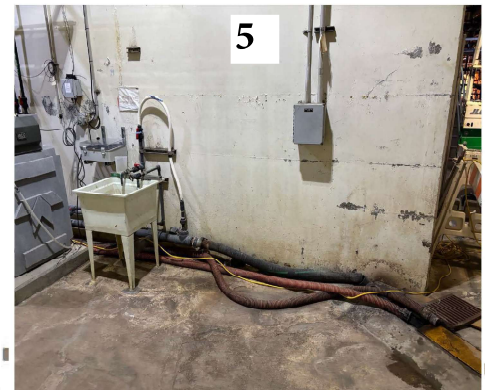
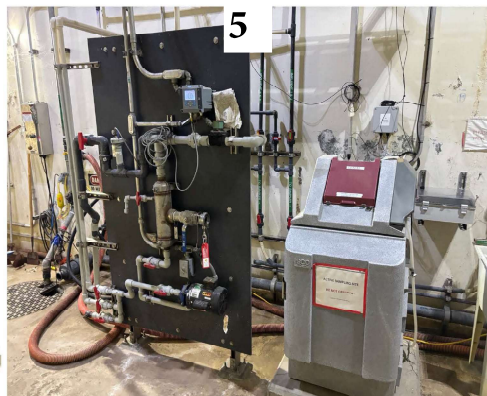
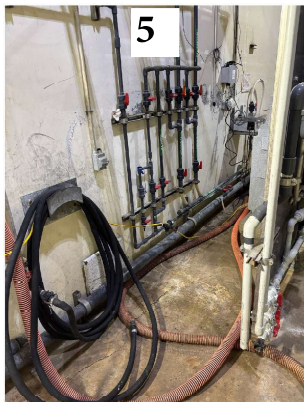
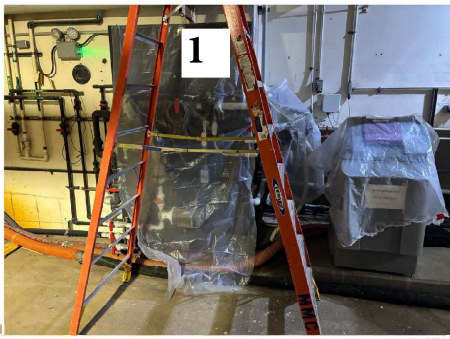
■ = Sample Station



- 1.LBAS16 PE Sampler**
- Do not block the space between the sink and station. Do not block the water valves to the left of the station.
- 2.LBAS06 (WAS Sampler) and LBAS11 (SECONDARY)**
- Do not block sink or in front of the two stations. Leave to the right side of the station, where the drain is, clear.
- 3.LBAS07(AB #3 Sampler B), LBAS09(Out of Service), LBAS04 (AB#2 Sampler C)**
- Do not block the three stations, sink, table, or the piping behind the stations. Do not block pipes on the wall labeled (AB-1-4 to sampler). Clear entire area between pipes, sink, and table.
- 4.CCT 3rd Pass EFF-001D**
- USED DAILY. Do not obstruct. Leave room for a sampling cart. Excess liquid has previously spilled while performing sampling at this location. Keep area clear.
- 5.LBAS12(Primary Influent Special Project)**
- Do not block from the drain/edge of wall to the sink. Do not obstruct the site or in front or behind the extended wall with mounted components.
- 6.LBAS15 (Effluent)**
- USED DAILY. Do not obstruct the sink or inside of the yellow bollards. Give 4 feet of space on either side of bollards/sink.

General Notes

- Each location needs lab cart accessibility of 4 feet of clearance around the site. Ability to transport the sampling cart throughout the plant is necessary. Heavy machinery, tools, equipment, and material should be moved to prevent obstruction and give at least 4 feet in width of clearance to allow for ease of passage.



SVCW Sample Site Locations - SHB/Digesters

9. Hazardous Waste

- Do not obstruct the hazardous waste containers.

8. Digester 1 -

DAILY USE. Do not obstruct the digester testing sample tube. Leave at least 4 feet of clearance from the railing outward. Need access for lab sample cart

7. Digester 2 -

DAILY USE. Do not obstruct the digester testing sample tube. Leave at least 4 feet of clearance from the railing outward. Need access for lab sample cart

6. Clear Route and Digester Gas -

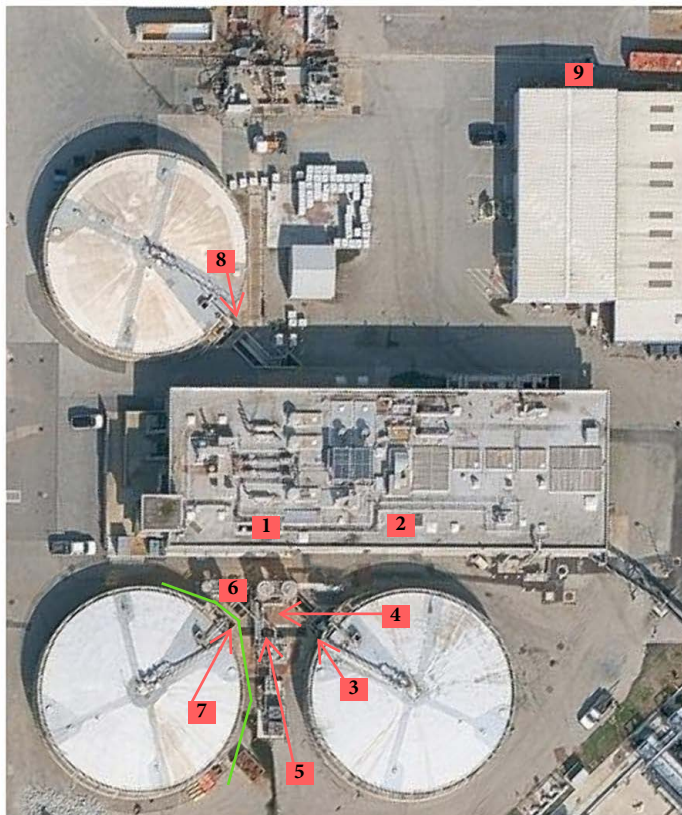
Ensure there is 4 feet width of clearance to go along the indicated route. There should be no obstructions across the catwalk or in front of the Digester Pipes labeled Gas Sample #2B Post lead GAC Vessel and To Mix Pump Room. Sample cart access required.

5. Inlet Gas From Digesters -

Do not obstruct the walkway between digester 2 and 3.

4. Digester Gas -

Do not obstruct the Digester pipes labeled Gas Sample #1A Raw Gas and Gas Sample #1B Post Lead Vessel SulfaTreat. There is a table and steps that should not be blocked and access for a sample cart is needed.



LEGEND

- = Sample Site
- = Cart Route

1. Sludge Recirculation Pumps

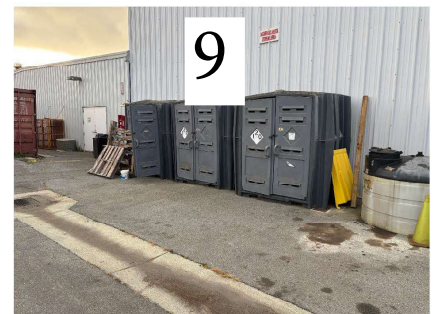
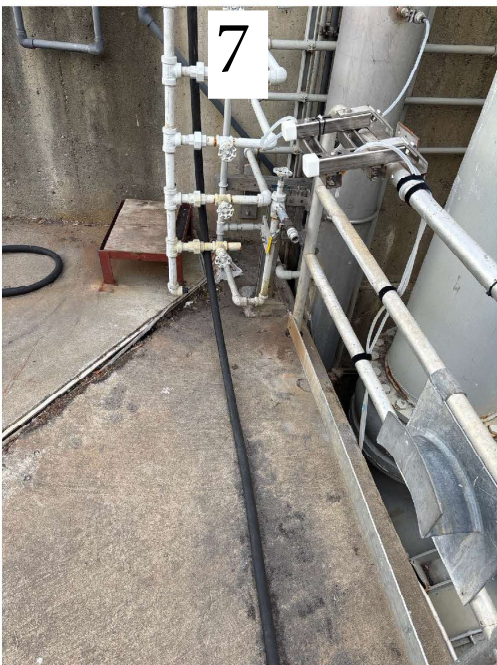
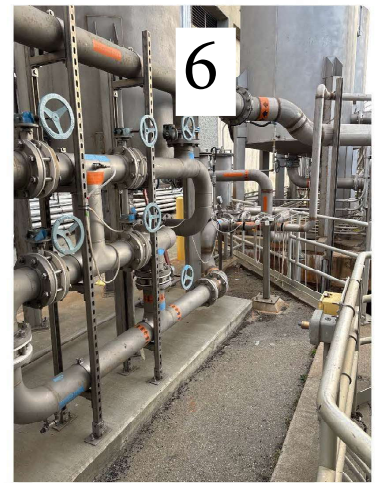
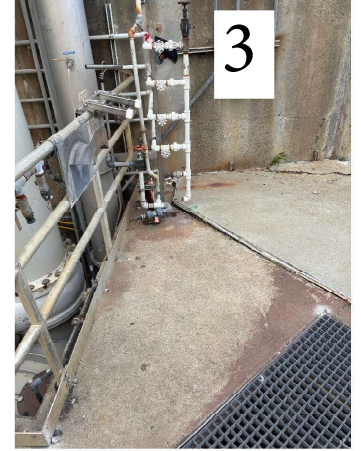
1-3 - This station is located underneath the stairs as you enter the SHB from the gallery. Need access for sample cart. Leave at least 4 feet of clearance around the station. Need access to walk past the stairs and over drain.

2. SHB Control Room-

Leave room to collect samples throughout the space. Many air samples are taken frequently.

3. Digester 3 -

DAILY USE. Do not obstruct the digester testing sample tube. Leave at least 4 feet of clearance from the railing outward. Need access for lab sample cart



RESOLUTION NO. SVCW 25-33

RESOLUTION APPROVING SVCW'S STANDARD LONG-FORM CONSTRUCTION CONTRACT DOCUMENTS, SHORT-FORM CONSTRUCTION CONTRACT DOCUMENTS AND PROCUREMENT CONTRACT DOCUMENTS - VERSION SEPTEMBER 2025

WHEREAS, the Commission of Silicon Valley Clean Water (the "Authority") owns and operates a sub-regional wastewater treatment plant and related facilities which serve its members, and the Commission of the Authority has approved a 10-Year Capital Improvement Program, as updated, for the construction of improvements to such plant and facilities (the "Project"); and

WHEREAS, the Authority utilizes standard construction contract documents to conform to applicable legal requirements and for efficiency and economy in contractual relationships; and

WHEREAS, there has been presented to and reviewed by this Commission updated Standard Long-Form and Short-Form Construction Contract Documents and Procurement Documents designated "Version September 2025", which this Commission desires to approve.

NOW, THEREFORE, BE IT RESOLVED BY THE COMMISSION OF SILICON VALLEY CLEAN WATER AS FOLLOWS:

Those certain documents entitled, "Silicon Valley Clean Water Standard Long-Form Construction Contract Documents, Short-Form Construction Contract Documents and Procurement Contract Documents – Version September 2025", a copy of which documents are kept on file in the Administrative offices of the Authority, to which copy reference in hereby made authorized and directed to employ said documents from and after the date of adoption of this resolution.

Regularly passed and adopted by the Commission of Silicon Valley Clean Water at a regular meeting thereof held on the 11th day of September 2025, by the following vote:

AYES, and in favor of the passage and acceptance of the foregoing resolution:

NOES, and against the passage and acceptance of the foregoing resolution:

ABSENT:

ABSTAIN:

George Otte, CHAIR
Silicon Valley Clean Water Commission

Attest: _____
Tom McCune, SECRETARY
Silicon Valley Clean Water Commission



AGENDA REPORT

From: Authority Manager
Report Type: Informational
Lead Department: Manager's Office
Meeting Date: September 11, 2025

SUBJECT

Monthly Report from the Authority Manager

RECOMMENDATION

None – Informational Only

DISCUSSION

General

- Staff updated Agenda Report format for clarity and consistency with Member Agencies and other cities.
- Congressman Kevin Mullin's office contacted SVCW about hosting a press conference for the Groundwater Rise and Infrastructure Preparedness Act, introduced in Congress on June 25, 2025 by Mullin and Rep. Andrew Garbarino, R-New York. The legislation would direct the USGS to map and forecast future groundwater rise through 2100. After evaluating several locations, Congressman Mullin's office elected to utilize a facility that was closer to the freeway and easier to access.

Health and Safety

There were no lost work or reportable injuries since the previous Commission meeting. As of the date this Agenda Report was published, SVCW has operated a total of 185 days since the previous lost-work injury.

Regulatory Compliance

All samples collected since the previous meeting are in compliance with the National Pollutant Discharge Elimination System (NPDES) permit issued by the Regional Water Quality Control Board (RWQCB) and the Permit to Operate issued by the Bay Area Air Quality Management District (BAAQMD).

Upcoming Commission Agenda Items

Attachment A contains currently anticipated agenda items for Commission's consideration. Of note, staff intend to commence discussions regarding updating the Joint Powers Agreement (JPA) during the October meeting. Staff will bring forward

suggested approaches for updating the JPA for agreement amongst the Member Agencies before starting the update process.

Annual Goal Setting

For Commission consideration, staff is seeking feedback regarding review of SVCW goal setting for the near future. Staff have identified the following two options for consideration:

- Option 1 – discuss strategic plan and goals to align with FY27 budget setting process. Accordingly, goals and strategic plan review would occur in roughly December and January to align with the March/April 2026 adoption of the next operating budget.
- Option 2 – discuss strategic plan and goals to maximize the time frame for the performance evaluation of the Authority Manager. Accordingly, goals and strategic plan review would occur in October to provide as much time as possible before the Authority Manager’s performance evaluation scheduled for May/June 2026.

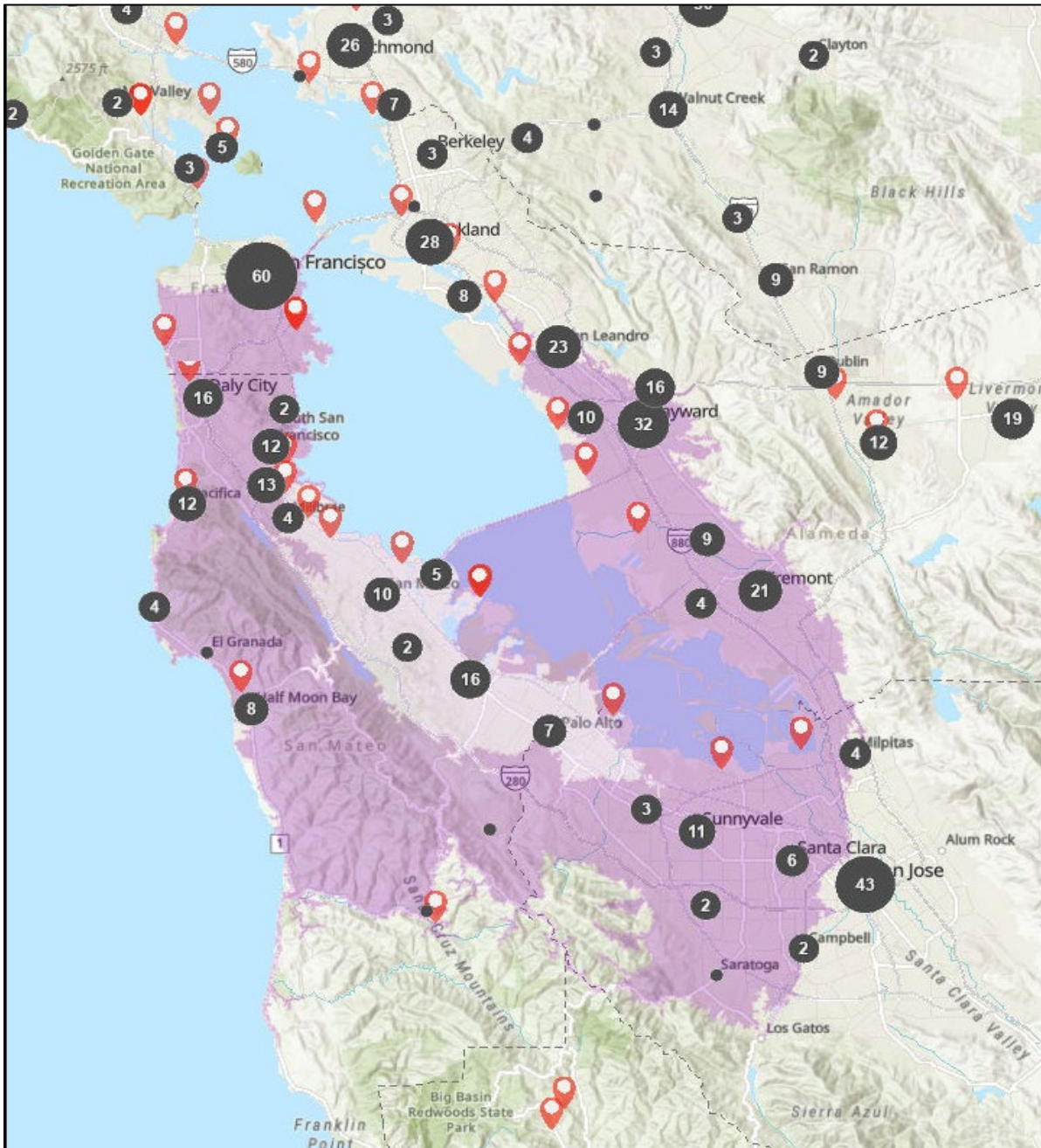
SVCW 50th Anniversary

Silicon Valley Clean Water Joint Powers Authority’s 50th Anniversary will be on November 13, 2025, which happens to coincide with the November Commission meeting. Staff plan to use the anniversary as an opportunity to communicate with the community about the Authority’s history. Staff also seek direction from the Commission regarding the November Commission Meeting and any desire or preference for hosting a celebratory event at SVCW during the meeting or that day.

Recruitment, Retention, and Compensation Study

Staff met to discuss scope of work and key considerations related to the study requested by Commission during the June 2025 meeting. The goal of the initial scoping meeting was to identify key factors that the selected consultant should consider in its evaluation and include compensation comparators, proximity to housing, commute, location of current staff, locations of licensed wastewater treatment plant operators, and locations of other wastewater treatment facilities.

Staff have started analyzing the residency location of wastewater treatment operators based on information provided by the State Water Resources Control Board. The image below depicts the number of licensed operators (including retired operators that maintain a current license) in each city and the shaded pink and purple area shows an approximate 30-minute and 60-minute driving distance, respectively, from the SVCW treatment plant. The image also includes the location of the wastewater treatment plants within the vicinity of SVCW.



According to this information, there are 71 licensed operators that live within a 30-minute drive of SVCW; there are also seven wastewater treatment plants in the same drive radius and a total of 12 wastewater treatment plants located on the Peninsula. SVCW employs a total of 20 licensed operators to operate its facility. Of the current SVCW operators, four live within a 30-minute drive radius, seven live within a 60-minute drive radius, and eight live more than 60-minute drive radius.

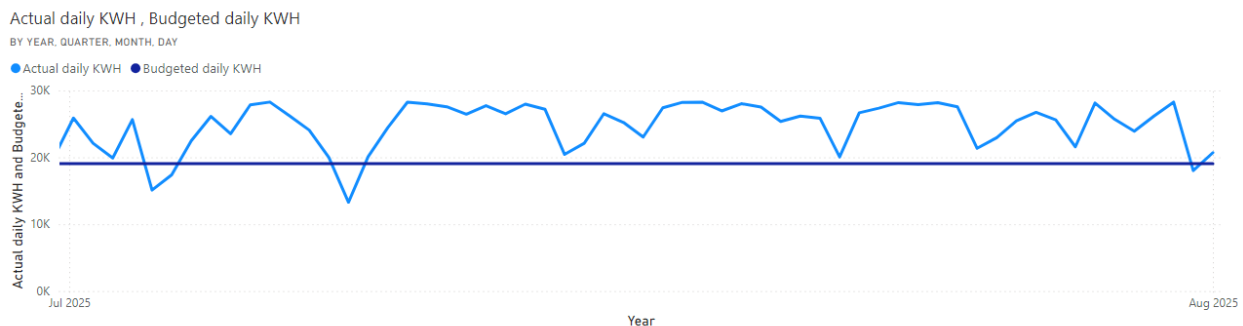
Staff anticipate retaining a consultant within the next two months with preliminary findings by early 2026. As appropriate during the evaluation process, updates will be provided as part of the monthly Manager’s Report.

Food Waste Project

- SVCW has commenced receiving a new food waste stream from Belluno Organics in addition to the food waste already being received from the City of Sunnyvale. This food waste stream contributes to increasing the overall production of cogeneration gas and moves us toward our goal of energy neutrality.
- Held a workshop with Commissioner McCune who sits on the Food Waste Committee for the South Bay Waste Management Agency. Will bring a shorter version of the workshop to Commission in October 2025.

Cogeneration Performance

Staff have been working on several cost savings efforts for the 2025-26 fiscal year and one of them is reducing the energy purchased from PG&E. One method of reducing energy purchases is by increasing cogeneration runtime at the treatment plant. The image below shows the daily kilowatt hours of electricity produced compared to the target kilowatt hours needed to meet the annual budget for electricity purchases.



To date, SVCW has “banked” almost 18 days of electricity production (i.e., zero electricity could be produced for 18 days before we would drop below the daily target).

Vacancies and Recruitments

- After 43 years, Jimmy Kemp, Maintenance Supervisor, retired on 8/29/2025.
- After 37 years, Don Cottier, Operations Supervisor, retired on 7/31/2025.
- After 34 years, Luke Castell, Senior Instrumentation Technician, retired on 8/27/2025.
- After 14 years, Jeff Hubbard, Senior Plant Mechanic, retired on 9/10/2025.
- After 14 years, Susan Hiestand, Pollution Prevention Specialist, retired on 8/25/2025.
- Recruitments are ongoing for positions in Operations (2), Laboratory (1), Environmental Services (2), Finance (1) and Maintenance (2).

-
- Recruitments are ongoing for positions in Operations (2), Laboratory (1), Environmental Services (2), Finance (1) and Maintenance (2).

GENERAL INFORMATION ITEMS

The following items are presented for general information. Staff do not plan on providing additional verbal information but are available to answer Commissioner questions.

Key Meetings and Presentations

- CSRMA Board of Directors Meeting (July 30)
- City of San Carlos – Presentation on Capital Investment Needs (August 11)
- Meeting with City Manager for Redwood City (August 13)
- WaterReuse Northern California Chapter Meeting (August 15)
- City of Redwood City - Presentation on Capital Investment Needs (August 25)
- City of Belmont - Presentation on Capital Investment Needs (September 23)
- Meeting with City Manager for San Carlos (October 2)

Recent and Upcoming Conferences and Presentations

- California Association of Sanitation Agencies Annual Conference (Jul 30 - Aug 1)(Manager, Chief Financial Officer, Authority Engineer, Director of Engineering)
- SVCW's Director of Engineering, Arvind Akela presenting on "*PureWater Peninsula Project: A Case Study in Regional Collaboration for Potable Reuse Planning*" at the WaterReuse Conference (September 21-23).
- SVCW Senior Engineers Alex Miot and Jane Kao and SVCW Process Control Specialist, Robert Ishaya, collaborated on *Evaluation and Pilot Testing of Primary Filtration for Upgrade of Silicon Valley Clean Water Resource Recovery Facility*, which was accepted for the national WEFTEC Conference (September 29-October 1). Arvind Akela will be presenting the paper on their behalf.
- SVCW's Senior Engineer, Alex Miot, Process Control Specialist, Robert Ishaya, and Director of Engineering, Arvind Akela, collaborated on *Lessons learned from the First BioDryer Installation at Silicon Valley Clean Water*, which was accepted for the national WEFTEC Conference (September 29-October 1). Arvind Akela will be presenting the paper on their behalf.

Operations and Maintenance

Treatment Plant Flow Data:

The following data are provided to illustrate the variation in operations at the plant during recent months.

DATES	INFLUENT Flow MGD	EFFLUENT Flow MGD	Recycled Produced Flow MGD	Food Waste Total Flow to Digesters GPD	EFFLUENT BOD REMOVAL %	Fan Press Total Dry Tons Produced TONS
June 16- July 15	12.97	11.93	1.23	8,875	95.8	8.1
July 16 – Aug. 15	13.27	12.39	1.05	4,280	95.98	9.7

Operations:

- A 9-hour complete shutdown of the plant was executed to facilitate access for the contractor and enable bypassing of the fixed film reactor wet pit.
- Continue with the implementation of the cost-saving strategy to suspend primary sludge pumping during periods of low solids concentration.
- Proceeded with the implementation of the cost-saving measure by shutting down the digester mix pump during the peak power periods of the day.

Maintenance:

- In July, the building's cooling system was upgraded by replacing chiller pumps #1-3 that have been in operation for ten years.
- All primary tank gearboxes and sprockets were replaced after ten years of service.
- In August, Fan press #1 was overhauled after more than 8 years of use. Fan press #2 received a stainless-steel housing replacement for its original steel housing, which will decrease friction and extend equipment life.

Federal Legislative Activities

The following is an update on federal laws, regulations, and legislation being tracked by SVCW staff.

Executive Order - Improving Oversight of Federal Grantmaking

The president has issued an Executive Order¹ directing that all discretionary federal grant awards be approved by senior officials (i.e., a noncareer official with a ranking of GS 15 or a political appointee) and essentially vests approval authority with political appointees rather than agency staff. The impact of the EO could mean delays in the final award of a grant given the requirement for additional official approvals. Existing awards should not be impacted by the EO.

¹ <https://www.whitehouse.gov/presidential-actions/2025/08/improving-oversight-of-federal-grantmaking/>

PERMIT Act, H.R. 3898

H.R. 3898 is a comprehensive change to the Clean Water Act's regulatory and permitting mandates. H.R. 3898 includes provisions to:

- Extend NPDES permit terms from five years to ten years while preserving permit reopener conditions and
- Codify current regulatory definition exemption of wastewater facilities from Water of the United States (WOTUS) definition decision not to renew permit.

Last Congress, the House passed similar legislation known as the Confidence in Clean Water Permitting Act. Given this circumstance, passage of H.R. 3898 is highly likely.

Fiscal Year (FY) 2026 Interior, Environment and Related Agencies Spending Bill.

Spending bills have been advanced by the House and Senate. Under proposed legislation, USEPA would receive \$7 billion, a 23% reduction from FY2025 enacted levels. Key funding priorities:

- \$2.8 billion for the Clean Water and Drinking Water Revolving Funds (~25% reduction).
- \$1 billion is reserved for funding FY26 earmarks, and
- \$64 million to support up to \$12 billion in WIFIA sponsored projects.

The funding provided to the SRF and WIFIA programs is notable because the appropriators went against the President's budget request's recommendations to eliminate the two programs. Also notable, the senate version reaffirmed the designation of PFOS/PFOA as CERCLA hazardous substances.

State Legislative Activities

The following is an update on state laws, regulations, and legislation being tracked by SVCW staff.

Onsite Treatment and Reuse of Non-Potable Water Proposed Regulations

Onsite treated non-potable water systems (OTNWS) are not new and required in some jurisdictions such as San Francisco for large buildings. These proposed regulations would establish criteria for treatment of non-potable waters for non-potable reuse that is protective of public health and address primarily building-scale installations in urban setting that are served by existing water and sewer infrastructure and subject to local jurisdiction oversight. The State Board adoption goal is December 31, 2025 and the rulemaking deadline is March 21, 2026

SB 454 (McNerney, D) PFAS Mitigation Program.

As part of that program, the bill would create the PFAS Mitigation Fund in the State Treasury and would authorize certain moneys in the fund to be expended by the SWRCB, upon appropriation by the Legislature, for providing public benefit to the community regarding safe drinking water, recycled water, or treated wastewater.

SB 31 (McNerney) Recycled Water

Requires homeowners' associations, when recycled water is available, to use recycled water to irrigate outdoor common areas without having to install new plumbing systems to use recycled water. Streamlines regulations regarding the use of recycled water in decorative bodies of water, such as a lake at a golf course. Allows food handling and processing facilities to use recycled water for toilet or urinal flushing or outdoor irrigation as long as the recycled water does not enter a room where food handling or processing occurs.

CLIMATE EFFECTS

There are no climate effects resulting from this action.

FINANCIAL IMPACTS

There are no direct financial impacts to this action.

ENVIRONMENTAL REVIEW

This Agenda Report does not meet the California Environmental Quality Act's definition of a project, pursuant to Public Resources Code Section 21065 and CEQA Guidelines Section 15378(b)(4) and (5), because it is a governmental fiscal and administrative activity which will not cause a direct or indirect physical change in the environment.

ATTACHMENTS

Table 1 - Tentative Schedule for Upcoming Regular and Recurring Commission Agenda Items

PREPARED BY

Matthew Zucca, PE
Authority Manager

ATTACHMENT A
TENTATIVE SCHEDULE FOR UPCOMING REGULAR AND RECURRING COMMISSION AGENDA ITEMS
 Silicon Valley Clean Water Authority

Agenda Item	Type of Agenda Item	Sep-25	Oct-25	Nov-25	Dec-25	Jan-26	Feb-26	Mar-26	Apr-26	May-26	Jun-26	Jul-26	Aug-26
Regular Agenda Items													TYPICALLY CANCELED
Microsoft Business Central	Business	x											
Standard Specifications Update	Business	x											
Closed Session	Informational	x											
Update Operator in Training Job Description	Business		x										
Approval of Member CIP Reserve Loans	Business		x										
Mainspring Agreement Amendment	Consent		x										
JPA Update - Discussion Regarding Approach	Informational	MR	x										
Food Waste Project Update and Tipping Fee	Informational		x										
Safety Update (Semi-Annual)	Informational		x						x				
Initiate Application for State/Federal Funding	Informational			x									
50-Year SVCW Anniversary	Informational	MR		x									
Update List of Standardized Equipment	Business			x									
RESCU Operations Update	Informational			x									
Update Administrative Policy No. 2016-02 - Gift Policy	Business			x									
Dual Media Filter/Aeration Basin Inlet Pipe Rehab Construction Award	Business				x								
Employee Survey	Informational				x								
Digester 3 Rehab Construction Award	Business								x				
Recruitment, Retention, and Compensation Study	Business	MR				x	x						
Side Stream Project Construction Award	Business								x				

ATTACHMENT A
TENTATIVE SCHEDULE FOR UPCOMING REGULAR AND RECURRING COMMISSION AGENDA ITEMS
 Silicon Valley Clean Water Authority

Agenda Item	Type of Agenda Item	Sep-25	Oct-25	Nov-25	Dec-25	Jan-26	Feb-26	Mar-26	Apr-26	May-26	Jun-26	Jul-26	Aug-26
Recurring Agenda Items													TYPICALLY CANCELED
Review Reserve Funds Policy (Incl. Inter-Agency Loan Policy)	Business	x											
Review Investment Policy	Consent	x											
Review Debt Management Policy	Consent	x											
Fixed Asset Disposals - Authorization	Consent	x											
Annual Investment Update	Informational		x										
Annual Conflict of Interest Policy Update	Business			x									
Audited Financial Report	Business			x									
Commission Meeting Schedule for 2026	Informational				x								
Chair and Vice Chair Elections. Appoint Secretary	Business						x						
Review Annual Goals and Strategic Plan	Business						x						
Vacancies Reporting (AB2561)	Informational							x					
Operating Budget Workshop	Informational							x					
Operating Budget Approval	Business								x				
Manager Performance Evaluation	Business									x			
Resolution 77-6 "Personnel Resolution"	Business										x		

Abbreviations:

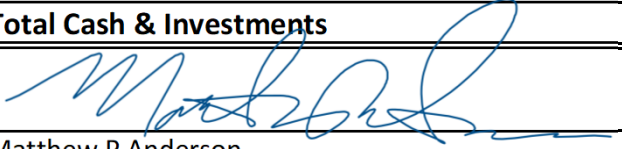
MR = Will be reported in the Manager's Report and not as a separate agenda report.

Notes:

August Commission Meeting is typically cancelled.

Silicon Valley Clean Water Authority
Cash & Investments Summary Report
June 30, 2025

Description	Market Value	% of Total Holdings	Yield to Market
Reserve Accounts			
Operating Reserve* - Securities	\$ 2,464,779	2.76%	4.14%
Operating Reserve - Money Market Fund Balance	2,067,161	2.31%	4.21%
CIP Reserve* - Securities	30,307,925	33.91%	3.54%
CIP Reserve - Money Market Fund Balance	385,305	0.43%	4.21%
Stage 2 Capacity Reserve* - Securities	7,935,739	8.88%	1.64%
Stage 2 Capacity Reserve - Money Market Fund Balance	360,566	0.40%	4.21%
Total Market Value: Operating and Reserve Accounts	\$ 43,521,475	48.7%	3.27%
Total Accrued Interest: Operating and Reserve Accounts	269,114		
GRAND TOTAL, RESERVE ACCOUNTS	\$ 43,790,589		
Trustee Accounts:			
2018 Bond Project Fund Account - CAMP	0	0.00%	4.40%
2018 Bond Revenue Account	2,906	0.00%	3.98%
2018 Bond Interest Account	21	0.00%	3.99%
2021 Refunding Bonds Revenue Account	1,603	0.00%	3.98%
2021A Notes Interest Account	118	0.00%	3.98%
2021A Notes Principal Account	10,418	0.01%	3.98%
2021A Notes (RESCU) - Money Market Fund	456	0.00%	3.98%
2021A Notes (RESCU) - LAIF**	1,507,849	1.69%	4.27%
2021B Notes (WWTP) - CAMP	5,647,641	6.32%	4.40%
2021B Notes (WWTP) - LAIF**	25,212,128	28.21%	4.27%
2021 Notes Capitalized Interest Account - Money Market Fund	498,497	0.56%	3.98%
Total Market Value, Trustee Accounts	\$ 32,881,637	36.79%	4.29%
Accrued Interest:	22,036		
Prefunding Pension - Section 115 Trust	3,430,403	3.84%	2.35%
Operating Cash (includes outstanding checks)	402,050	0.45%	0.00%
Cal-CLASS Balance	9,098,916	10.18%	4.34%
Local Agency Investment Funds (LAIF) Balance	40,111	0.04%	4.27%
Total Cash & Investments	\$ 89,665,743	100.00%	3.70%


Matthew P Anderson

7/21/2025

Date

Chief Financial Officer / Assistant Manager

* Monthly report of security transactions and interest available upon request

**Market value of LAIF based on the most available Fair Value factor

Silicon Valley Clean Water
Operating and Reserve Funds - Sector Allocation & Compliance June 30, 2025

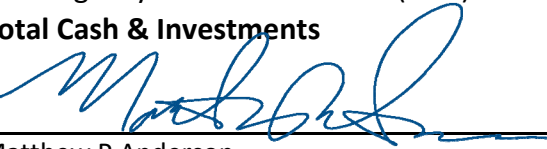
Security Type	Operating Reserve	CIP Reserve	Capacity Reserve	Total Market Value	% of Total Portfolio	% Allowed by Policy	In Compliance	% Change vs. Prior Month
U.S. Treasury	\$ 2,444,805	\$ 18,067,417	\$ 4,319,037	\$ 24,831,259	57%	100%	✓	0.4%
Supranationals	-	-	-	-	0%	15%	✓	0.0%
Federal Agency/GSE	-	1,018,312	717,851	1,736,163	4%	100%	✓	(0.0%)
Federal Agency/CMBS	-	2,594,964	594,917	3,189,880	7%	100%	✓	(0.1%)
Federal Agency CMO	-	547,815	305,012	852,826	2%	100%	✓	(0.0%)
Federal Agency MBS	-	2,005,873	1,118,165	3,124,038	7%	100%	✓	(0.1%)
Municipal	-	660,831	546,734	1,207,564	3%	30%	✓	(0.4%)
Corporate Notes	19,974	5,412,715	334,024	5,766,712	13%	30%	✓	0.3%
Asset-Backed Securities	-	-	-	-	0%	10%	✓	0.0%
Securities Sub-Total	2,464,779	30,307,925	7,935,739	40,708,443	94%			
Accrued Interest	33,214	210,422	25,479	269,114				
Securities Total	2,497,992	30,518,347	7,961,218	40,977,557				
Money Market Fund	2,067,161	385,305	360,566	2,813,032	6%	20%	✓	(0.1%)
Total Investments	\$ 4,565,154	\$ 30,903,651	\$ 8,321,784	\$ 43,790,589	100%			
<i>As % of 6/30/25 Target:</i>	<i>105.2%</i>	<i>105.8%</i>	<i>100.0%</i>	<i>104.6%</i>				

This report contains financial information which has not been reviewed or audited by an independent auditor, does not reflect the application of generally accepted accounting principles in all instances and is subject to future revision. This report has not been prepared with a view to informing an investment decision in any of the Authority's bonds, notes or other obligations. Any projections, plans or other forward-looking statements included in this report are subject to a variety of uncertainties that could cause any actual plans or results to differ materially from any such statement. The information herein is not intended to be used by investors or potential investors in considering the purchase or sale of the Authority's bonds, notes or other obligations and investors and potential investors should rely only on information filed by the Authority on the Municipal Securities Rulemaking Board's Electronic Municipal Market Access System for municipal securities disclosures and website, maintained at <https://emma.msrb.org>

1. All operating fund accounts are in compliance with SVCW's Investment Policy, and all bond proceeds accounts are in compliance with the relevant bond documents.
2. SVCW has adequate funding levels for more than six months of operations and claim payments, as referenced in CA Code Section 53646.
3. Market valuations for the Operating and Reserve accounts are provided by PFM Asset Management LLC (PFM). Generally, PFM's market prices are derived from closing bid prices as of the last business day of the month as supplied by ICE Data Services or Bloomberg. Where prices are not available from generally recognized sources the securities are priced using a yield-based matrix system to arrive at an estimated market value. Prices that fall between data points are interpolated. Non-negotiable FDIC-insured bank certificates of deposit are priced at par. Although PFM believes the prices to be reliable, the values of the securities do not always represent the prices at which the securities could have been bought or sold.
4. In accordance with Generally Accepted Accounting Principles (GAAP), month-end holdings and information are reported on a trade date basis.
5. The yields shown for securities portions of the operating and reserve accounts and 2021A and 2021B notes proceeds accounts are the yields to maturity at cost.
6. The yield for LAIF is the average monthly effective yield. Source: https://www.treasurer.ca.gov/pmia-laif/historical/avg_mn_ylds.asp
7. The yields shown for the PFM-managed money market funds are the Yield to Maturity at Cost, and the Yield to Maturity at Market sourced from the respective fund providers' statements.
8. Yield shown for CAMP is the monthly distribution yield.
9. Amounts will slight differ due to timing of custodian account reports.

**Silicon Valley Clean Water Authority
Cash & Investments Summary Report
July 31, 2025**

Description	Market Value	% of Total Holdings	Yield to Market
Reserve Accounts			
Operating Reserve* - Securities	\$ 2,462,432	2.54%	4.14%
Operating Reserve - Money Market Fund Balance	2,098,153	2.17%	4.21%
CIP Reserve* - Securities	30,167,249	31.16%	3.55%
CIP Reserve - Money Market Fund Balance	818,105	0.84%	4.21%
Stage 2 Capacity Reserve* - Securities	7,722,980	7.98%	1.64%
Stage 2 Capacity Reserve - Money Market Fund Balance	571,980	0.59%	4.21%
Total Market Value: Operating and Reserve Accounts	\$ 43,840,898	45.3%	3.30%
Total Accrued Interest: Operating and Reserve Accounts	294,584		
GRAND TOTAL, RESERVE ACCOUNTS	\$ 44,135,483		
Trustee Accounts:			
2018 Bond Project Fund Account - CAMP	0	0.00%	4.41%
2018 Bond Revenue Account ***	5,458,059	5.64%	3.97%
2018 Bond Interest Account	21	0.00%	3.97%
2021 Refunding Bonds Revenue Account ***	7,829,184	8.09%	3.97%
2021A Notes Interest Account	118	0.00%	3.97%
2021A Notes Principal Account	10,452	0.01%	3.97%
2021A Notes (RESCU) - Money Market Fund	458	0.00%	3.97%
2021A Notes (RESCU) - LAIF**	1,524,369	1.57%	4.26%
2021B Notes (WWTP) - Money Market Fund	831	0.00%	3.97%
2021B Notes (WWTP) - CAMP	20,449	0.02%	4.41%
2021B Notes (WWTP) - LAIF**	21,723,847	22.44%	4.26%
2021 Notes Capitalized Interest Account - Money Market Fund	500,111	0.52%	3.97%
Total Market Value, Trustee Accounts	\$ 37,067,900	38.28%	4.15%
Accrued Interest:	302,740		
Prefunding Pension - Section 115 Trust	3,478,446	3.59%	2.29%
Operating Cash (includes outstanding checks)	1,852,621	1.91%	0.00%
Cal-CLASS Balance	10,548,801	10.89%	4.34%
Local Agency Investment Funds (LAIF) Balance	40,550	0.04%	4.26%
Total Cash & Investments	\$ 97,426,540	100.00%	3.64%



 Matthew P Anderson
 Chief Financial Officer / Assistant Manager

8/20/2025

Date

* Monthly report of security transactions and interest available upon request

**Market value of LAIF based on the most available Fair Value factor

***Values in the 2018 and 2021 bond revenue accounts include member agency payments for the debt services that were received in July 2025 and due to bondholders on August 01, 2025.

**Silicon Valley Clean Water
Operating and Reserve Funds - Sector Allocation & Compliance July 31, 2025**

Security Type	Operating Reserve	CIP Reserve	Capacity Reserve	Total Market Value	% of Total Portfolio	% Allowed by Policy	In Compliance	% Change vs. Prior Month
U.S. Treasury	\$ 2,442,447	\$ 18,214,825	\$ 4,312,553	\$ 24,969,825	57%	100%	✓	(0.1%)
Supranationals	-	-	-	-	0%	15%	✓	0.0%
Federal Agency/GSE	-	1,012,399	713,878	1,726,277	4%	100%	✓	(0.1%)
Federal Agency/CMBS	-	2,548,153	569,407	3,117,561	7%	100%	✓	(0.2%)
Federal Agency CMO	-	534,027	297,338	831,364	2%	100%	✓	(0.1%)
Federal Agency MBS	-	1,968,166	1,097,713	3,065,878	7%	100%	✓	(0.2%)
Municipal	-	492,238	397,872	890,109	2%	30%	✓	(0.7%)
Corporate Notes	19,985	5,397,441	334,219	5,751,646	13%	30%	✓	(0.1%)
Asset-Backed Securities	-	-	-	-	0%	10%	✓	0.0%
Securities Sub-Total	2,462,432	30,167,249	7,722,980	40,352,661	92%			
Accrued Interest	16,128	257,337	21,119	294,584				
Securities Total	2,478,561	30,424,586	7,744,098	40,647,245				
Money Market Fund	2,098,153	818,105	571,980	3,488,238	8%	20%	✓	1.5%
Total Investments	\$ 4,576,713	\$ 31,242,692	\$ 8,316,078	\$ 44,135,483	100%			
<i>As % of 6/30/26 Target:</i>	<i>85.5%</i>	<i>92.8%</i>	<i>100.0%</i>	<i>93.2%</i>				

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3. Market valuations for the Operating and Reserve accounts are provided by PFM Asset Management LLC (PFM). Generally, PFM's market prices are derived from closing bid prices as of the last business day of the month as supplied by ICE Data Services or Bloomberg. Where prices are not available from generally recognized sources the securities are priced using a yield-based matrix system to arrive at an estimated market value. Prices that fall between data points are interpolated. Non-negotiable FDIC-insured bank certificates of deposit are priced at par. Although PFM believes the prices to be reliable, the values of the securities do not always represent the prices at which the securities could have been bought or sold.
4. In accordance with Generally Accepted Accounting Principles (GAAP), month-end holdings and information are reported on a trade date basis.
5. The yields shown for securities portions of the operating and reserve accounts and 2021A and 2021B notes proceeds accounts are the yields to maturity at cost.
6. The yield for LAIF is the average monthly effective yield. Source: https://www.treasurer.ca.gov/pmia-laif/historical/avg_mn_ylds.asp
7. The yields shown for the PFM-managed money market funds are the Yield to Maturity at Cost, and the Yield to Maturity at Market sourced from the respective fund providers' statements.
8. Yield shown for CAMP is the monthly distribution yield.
9. Amounts will slight differ due to timing of custodian account reports.



AGENDA REPORT

From: Authority Manager
Report Type: Informational
Lead Department: Engineering
Meeting Date: September 11, 2025

SUBJECT

August Engineering Report

RECOMMENDATION

None – Informational only

EXECUTIVE SUMMARY

SVCW currently has seven projects in construction and anticipates three upcoming Commission actions between December 2025 and April 2026 for critical infrastructure rehabilitation and nutrient removal. Active projects include biogas utilization, lab roof replacement, solids handling upgrades, reactor rehabilitation, effluent pump improvements, and food waste facility construction.

DISCUSSION

Upcoming Commission Actions:

1. Dual Media Filter (DMF)/Aeration Basin (AB) Inlet Pipe Rehab (CIP #9600): - These pipes are original construction and have never been rehabbed. The DMF inlet pipe has experienced significant leaks twice and has gone through two emergency repairs. The AB pipe is expected to be in similar condition. This project will provide rehabilitation using CFRP lining of the DMF and AB inlet pipes using Carbon Fiber Reinforced Polymer (CFRP).

Planned Commission Actions: Award Construction Contract for Relining Pipes– December 2025

2. Digester No. 3 Rehab and Digester Gas (DG) Pipe Replacement (CIP #9244): This project will rehabilitate Digester No. 3 and the existing digester gas pipe loop. These pipes have not been replaced since original plant construction.

Planned Commission Actions: Award Construction Contract – January 2026

-
3. Sidestream Treatment (CIP #9402): The sidestream project will repurpose the existing Gravity Thickener tanks into sidestream treatment process facility and will remove nutrients from the highly concentrated filtrate from the sludge dewatering system.

Planned Commission Actions: Award Construction Contract – April 2026

Projects In Construction:

1. Biogas Utilization-Linear Generators (CIP #9269): This contract was authorized in May 2024 with Mainspring Energy for procurement and installation of five linear generators. Mainspring Energy will build and install the linear generators.
2. Biogas Utilization-Gas Conditioning System (CIP #9269): This project consists of: (1) installation of a gas conditioning system and pipeline to deliver biogas to the linear generators and (2) installation of electrical infrastructure to connect the linear generators to SVCW's electrical distribution system. Under this contract, C. Overaa has been awarded the contract to construct the gas treatment system to support the linear generator operation.
3. Lab Roof Replacement (Project #0388): This project will demolish the 32-year old existing roof and insulation on the lab building and replace it with a new membrane roof system. Construction is anticipated to be completed in September.
4. Solids Handling Building Switchgear Battery Replacement (CIP #9247): This project replaces the battery that provides auxiliary power to the switchgear. The battery is at the end of its useful life. Design was completed by Beecher Engineering, and construction is underway by D.W. Nicholson.
5. FFR and 3W System Rehabilitation (CIP #9242): This project includes rehabilitation of the three remaining fixed-film reactors and upgrades to the process water system. These two processes are critical for maintaining the plant's permit compliance. The project was designed by Brown and Caldwell, and construction is being performed by J.F. Shea. The construction is expected to be completed in 2026.
6. Final Effluent Pump (FEP) Improvements (CIP#9223): Under this progressive design-build project, all five final effluent pumps, motors, VFDs and electrical systems associated with final effluent pumping are being replaced. It also includes relining buried pipes between Chlorine Contact Tank Wet Pits A and B and the pumps.
7. Food Waste Improvements (CIP #9257): This project will design and build an organic (food waste) receiving facility to receive up to 150 tons of material. The facility includes two large 18,000-gallon capacity storage tanks, pumps, piping, valves and electrical system on a new concrete pad located east of Digester No. 1. CCI Constructors is the Design-Builder on the project.

CLIMATE EFFECTS

There are no climate effects resulting from this action.

FINANCIAL IMPACTS

There are no financial impacts to this action.

ENVIRONMENTAL REVIEW

This item does not meet the California Environmental Quality Act's definition of a project, pursuant to Public Resources Code Section 21065 and CEQA Guidelines Section 15378(b)(4) and (5), because it is a governmental fiscal and administrative activity which will not cause a direct or indirect physical change in the environment.

ATTACHMENTS

None

PREPARED BY

Kim Hackett
Authority Engineer

**Silicon Valley Clean Water
Commissioners' Requested Action Items**

Agenda Item 7D

Updated:
09/11/2025

Commission Meeting Date		Action Item	Requested or Estimated Date for Completion	Status			Date of Completion	Notes
				Ongoing	In Progress	Complete		
6/12/2025	1	Salaries	N/A		✓			Perform a compensation survey for staff positions
5/8/2025	1	Financing CIP	June			✓		Reach out to member staff to attend respective Council/Board meetings to discuss financing CIP projects. Future meetings are tentatively scheduled in June through September.
4/10/2025		No Action Items						
3/13/2025	1	Nitrogen Contributions by Member Agency	N/A			✓	3/31/2025	Send data on nitrogen measured from each member; discussed with Members' technical staff
2/10/2025		Short-Term Notes vis a vis WiFi loan	N/A	✓				Keep apprised of Feds policy with respect to Fed'l loans. Inform Commission of any changes.
1/13/2025		No Action Items						
12/9/2024		No Action Items						
11/11/2024		No Action Items						
10/14/2024	1	ESD and Lab Senior Positions	N/A			✓	6/12/2025	When filled, report back on financial impact of senior-level positions. Report at June meeting.
9/14/2024	1	Internal Controls	Apr/May2025			✓	5/6/2025	Complete Internal Audit; report at June meeting
	2	Report back on Prevailing Wage/Union	N/A			✓	9/10/2024	Question: is EcoGreen a Union shop? Not a union shop but pay prevailing wages per Public Works Labor Code.
> One Year		8E - JPA Amendment; re-initiate "clean up" to JPA	N/A		✓			Manager presented a pathway to address critical changes to the JPA at the April 2023 meeting. Commission concurred; Manager to follow up with Members.

June 16, 2025

The Honorable Gavin Newsom
Governor of California
1021 O St. 9000
Sacramento, CA 95814

The Honorable Mike McGuire
President pro Tempore, California State Senate
1021 O Street, Suite 8518
Sacramento, CA 95814

The Honorable Robert Rivas
Speaker, California State Assembly
1021 O Street, Suite 8330
Sacramento, CA 95814

The Honorable Scott Wiener
Chair, Senate Committee on Budget and Fiscal Review
1021 O Street, Suite 8630
Sacramento, CA 95814

The Honorable Jesse Gabriel
Chair, Assembly Committee on Budget
1021 O Street, Suite 8230
Sacramento, CA 95814

RE: Request for \$500 Million from GGRF to Support Nutrient Reduction in San Francisco Bay

Dear Governor Newsom, President pro Tempore McGuire, Speaker Rivas, Chair Wiener and Chair Gabriel,

We the undersigned coalition of public agencies respectfully request \$500 million in Greenhouse Gas Reduction Funds (GGRF) to help reduce nutrient loading to San Francisco Bay from municipal wastewater treatment plants. This investment is critical to protecting the health of the Bay, ensuring the long-term sustainability of our regional water infrastructure and to protect the San Francisco Bay and safeguard communities from worsening impacts of harmful algal blooms driven by climate change.

The San Francisco Bay is the West Coast’s largest estuary and a vital environmental, recreational, and economic resource. But climate change is placing the Bay under increased stress and intensified threats to the Bay’s health. Warmer water temperatures, increased solar radiation, and changes in hydrology are accelerating harmful algal blooms.

These blooms—exacerbated by nutrient loading from wastewater, rising temperatures, and climate change—have had devastating impacts on marine life, recreational water use, and public health. In 2022 and 2023, severe algal blooms resulted in the death of more than 10,000 fish across five species and created unsafe water conditions for both people and pets. Left unaddressed, these climate-exacerbated events risk triggering cascading ecosystem failures and undermining decades of environmental progress.

Bay Area wastewater agencies, including the San Francisco Public Utilities Commission, are investing in infrastructure to reduce nutrient discharges and meet regulatory requirements. However, these projects come with significant costs, with the total estimated need for Bay Area

agencies reaching as much as \$11 billion and could raise average household utility bills by more than \$200 per year. Without federal and state assistance, local ratepayers—including many working families—would be paying off the debt from reducing nutrient discharges for a generation.

Nutrient reduction is closely interlinked with California’s climate goals. Many improvements that wastewater agencies are planning have co-benefits that bolster our region’s climate resilience. Recycled water projects can divert nutrients from the Bay while reducing water imports from the Sierras. Many agencies are investigating nature-based solutions that can reduce nutrients while providing shoreline protection against sea level rise, habitat protection, and enhanced community access to the shoreline. Agencies are also piloting innovative technologies that can reduce their facility’s energy requirements while reducing nutrient discharges to the San Francisco Bay.

We urge the Legislature to appropriate \$500 million for this effort within the next allocation of GGRF reduction or climate resilience funds. This is a once-in-a-generation opportunity to align California’s climate action with water quality and ecosystem protection. We respectfully request your leadership in ensuring San Francisco Bay receives the resources it needs to adapt and thrive in the face of climate change.

Thank you for your leadership and commitment to California’s climate future.

Sincerely,

Bill Hansell
District Manager
Alto Sanitary District

Roger S. Bailey
General Manager
Central Contra Costa Sanitary District

Lorien Fono
Executive Director
Bay Area Clean Water Agencies (BACWA)

Jason Dow
General Manager
Central Marin Sanitation Agency

Vince De Lange
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Jacqueline Zipkin, P.E.
General Manager
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Alex Ameri
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Mark Tomko
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Vallejo Flood & Wastewater District

Andrew Clough
General Manager
West County Wastewater

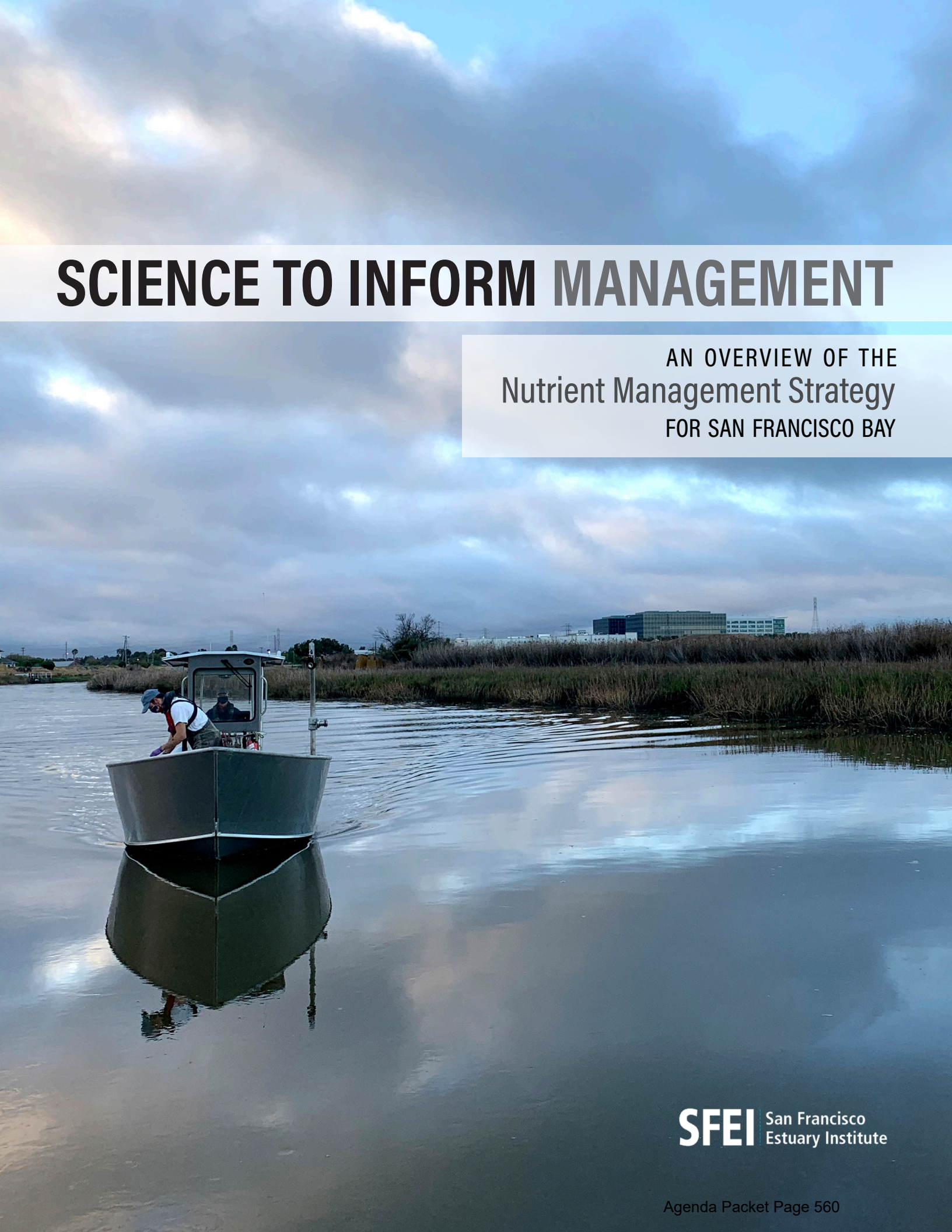
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SCIENCE TO INFORM MANAGEMENT

AN OVERVIEW OF THE
Nutrient Management Strategy
FOR SAN FRANCISCO BAY



SUGGESTED CITATION

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SCIENCE TO INFORM MANAGEMENT

AN OVERVIEW OF THE
Nutrient Management Strategy
FOR SAN FRANCISCO BAY



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SFEI San Francisco
Estuary Institute
SFEI PUBLICATION #1239

March 2025

A product of the Nutrient Management Strategy team at SFEI

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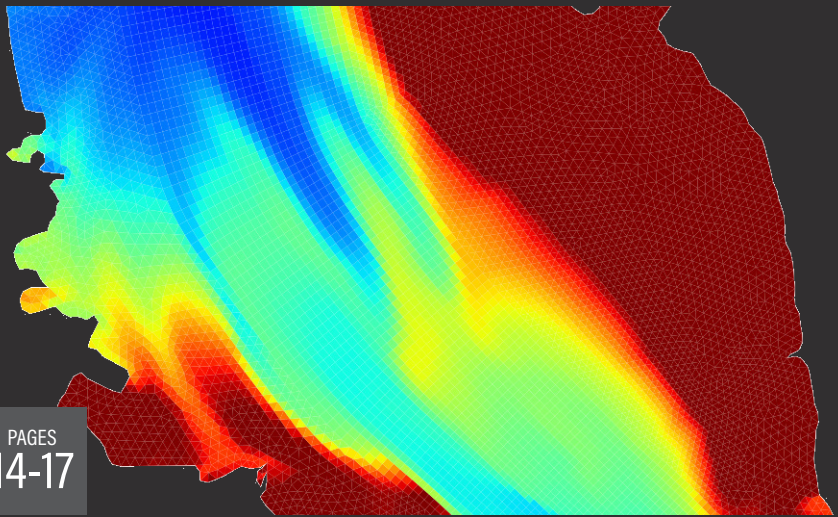


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IMAGES BY SFEI STAFF

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01 Executive Summary

San Francisco Bay is a globally significant estuarine ecosystem facing growing challenges from nutrient enrichment, driven in part by wastewater effluent, stormwater, and agricultural runoff.

While historically resilient, the Bay's ability to buffer these inputs is weakening, signaling a critical shift.

The unprecedented 2022 *Heterosigma akashiwo* bloom, which resulted in widespread fish kills—including at least 864 dead sturgeon—underscores the urgency of addressing nutrient-related ecological risks.

Established in 2012, the San Francisco Bay Nutrient Management Strategy (NMS) provides the scientific foundation for managing these risks, leading efforts to assess, monitor, and mitigate nutrient impacts.

The NMS leverages advanced water quality monitoring technologies, predictive modeling, and collaborative governance to inform management decisions. These efforts have facilitated the evaluation of strategies to reduce nutrient loads and mitigate the risk of harmful algal blooms (HABs).

Recent advancements, including DNA-based identification of harmful algal taxa and remote sensing for near-real-time bloom detection, have strengthened the region's ability to protect vulnerable habitats and species.

Moving forward, the NMS will continue refining predictive models, expanding collaborative partnerships, and prioritizing proactive interventions to safeguard the Bay's ecological health and resilience.

KEY TAKEAWAYS

Bay Resilience and Vulnerability

Historically, high turbidity, strong tidal mixing, and filter-feeding organisms, like oysters, helped mitigate nutrient impacts. However, recent trends, including increased phytoplankton biomass and harmful algal blooms, demonstrate this resilience is weakening.



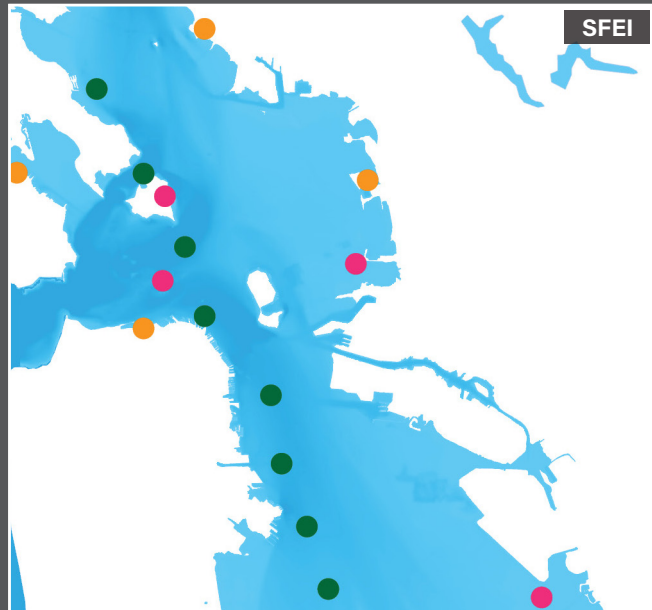
IMAGERY BY COPERNICUS SENTINEL (2019) CC BY-SA 3.0

Harmful Algal Blooms (HABs)

The 2022 *Heterosigma akashiwo* bloom exhibited unprecedented biomass levels, widespread dissolved oxygen depletion, and significant fish mortality, likely due to toxin production or other harmful mechanisms.



PHOTO CONTRIBUTION BY CITIZEN SCIENCE GROUP



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Advancing Detection & Monitoring

Early detection of blooms through citizen science and advanced remote sensing has improved response capabilities. However, gaps remain in understanding the triggers of HABs and their long-term ecological impacts. The NMS is filling these gaps through world-class models, advanced sensors, and real-time monitoring.



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Critical Role of Nitrogen

Nitrogen levels are a key driver of algal blooms and chronic low dissolved oxygen, especially in shallow South Bay habitats, with strong links between nutrient availability, phytoplankton production, and oxygen depletion.

Wastewater Contributions

About 90% of dry season nutrient loads in San Francisco Bay come from wastewater treatment plants, dominated by dissolved inorganic nitrogen (DIN) and phosphorus, with the South and Lower South Bays experiencing the highest concentrations.



ALAMY



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Ongoing Science Needs

Improved predictive tools to evaluate the potential for future HAB events and the consequences of nutrient load reductions are critical for informing actions to reduce the risk of HABs in the Bay and coastal areas.



02

Introduction

The Bay's natural resistance to high nutrient concentrations is weakening

Nutrient Dynamics in San Francisco Bay

San Francisco Bay is a vital estuarine ecosystem that supports a complex food web dependent on regular inflows of essential nutrients like nitrogen and phosphorus.

While these nutrients are crucial for ecological health, excessive inputs can degrade water quality and disrupt habitat stability. Over-enrichment can fuel excessive phytoplankton growth, deplete dissolved oxygen, and trigger harmful algal blooms (HABs).

As one of the most nutrient-enriched estuaries globally, San Francisco Bay receives the majority of its nutrients from treated effluent discharged by 37 wastewater treatment plants in the Bay.

Historically, high suspended sediment levels limited sunlight penetration, while strong tidal mixing kept phytoplankton from remaining in the light-rich upper water column long enough to proliferate.

However, recent data suggest the Bay's natural resistance to nutrient overloading is weakening. Rising phytoplankton biomass, declining dissolved oxygen in some regions, and increasing detections of multiple HAB species signal a critical shift in the Bay's resilience.

The East Bay Municipal Utility District main wastewater treatment plant (shown in the aerial photograph below) is one of the largest treatment facilities around the Bay that collects, treats, and safely discharges wastewater to the San Francisco Bay (photograph courtesy of Alamy).



The San Francisco Bay Nutrient Management Strategy


The San Francisco Bay Nutrient Management Strategy (NMS) was established in 2012 as a response to escalating nutrient-related challenges in the Bay. The NMS Science Program, based at the San Francisco Estuary Institute (SFEI) and collaboratively managed with the Regional Water Quality Control Board and other key stakeholders, operates under a structured governance model. This framework includes a 15-member Steering Committee comprising stakeholders from various sectors, including regulators and dischargers. This committee, supported by technical advisors and specialized workgroups, oversees the strategic direction and implementation of the NMS, ensuring that it remains responsive to the evolving needs of San Francisco Bay.

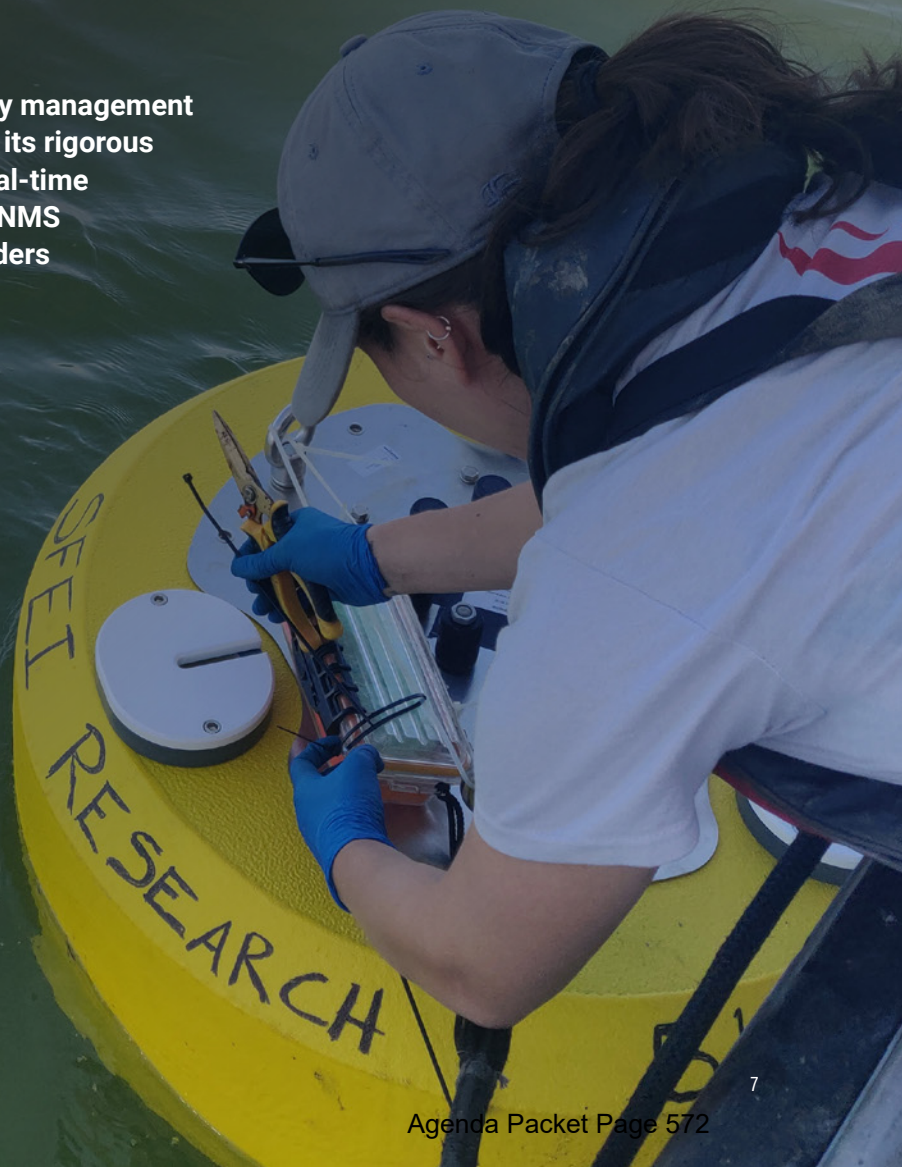
Mission

The mission of the NMS is to develop a comprehensive understanding of nutrient dynamics within San Francisco Bay to inform and guide effective management and policy decisions. This mission encompasses a range of activities, including continuously monitoring water quality parameters and developing numerical models to simulate and assess the effectiveness of management alternatives. By deploying technologies like moored sensors and engaging in high-frequency biogeochemical mapping, the NMS aims to enhance the understanding of nutrient cycling and the impacts of HABs. These efforts are crucial for developing informed, science-based strategies to mitigate the negative effects of nutrient over-enrichment and to protect the Bay's ecological health.

Impact

The NMS has influenced critical water quality management decisions across San Francisco Bay through its rigorous research and monitoring efforts. Through real-time data and analyses of nutrient dynamics, the NMS delivers crucial information for the stakeholders managing the Bay's complex ecological challenges. These efforts have contributed to significant policy decisions, including the establishment of a regional permit regulating the discharge of treated effluent from thirty-seven wastewater agencies into the Bay.

The urgency of addressing nutrient enrichment was underscored by the 2022 HAB event, which triggered ecological impacts from San Pablo Bay to the Lower South Bay. This incident triggered regulatory action intended to preserve the Bay's health. Consequently, there is a heightened focus on continuous monitoring and data integration to support scenario modeling and adaptive management strategies. 



03 Monitoring Nutrients

in San Francisco Bay



Historical Context of Monitoring Efforts

Nutrient monitoring in San Francisco Bay has its roots in the late 1960s when the U.S. Geological Survey (USGS) began systematic water quality assessments. From the early 1980s, biweekly to monthly monitoring has tracked numerous nutrient-related water quality parameters and yielded key insights into the underlying physical and biogeochemical processes that produce those conditions. This early data collection set the stage for a comprehensive understanding of how nutrient levels have influenced the Bay's ecological dynamics.

In 1993, SFEI began implementing the Regional Monitoring Program (RMP) on behalf of regulators and stakeholders. The RMP was designed to consistently assess the Bay's ecological health. It established a robust monitoring collaboration with USGS and other partners aimed at identifying pollution sources, monitoring long-term trends, and evaluating water quality improvement measures. This partnership has significantly enhanced the depth and scope of data collection, profoundly shaping our understanding of the impacts of nutrients in San Francisco Bay.



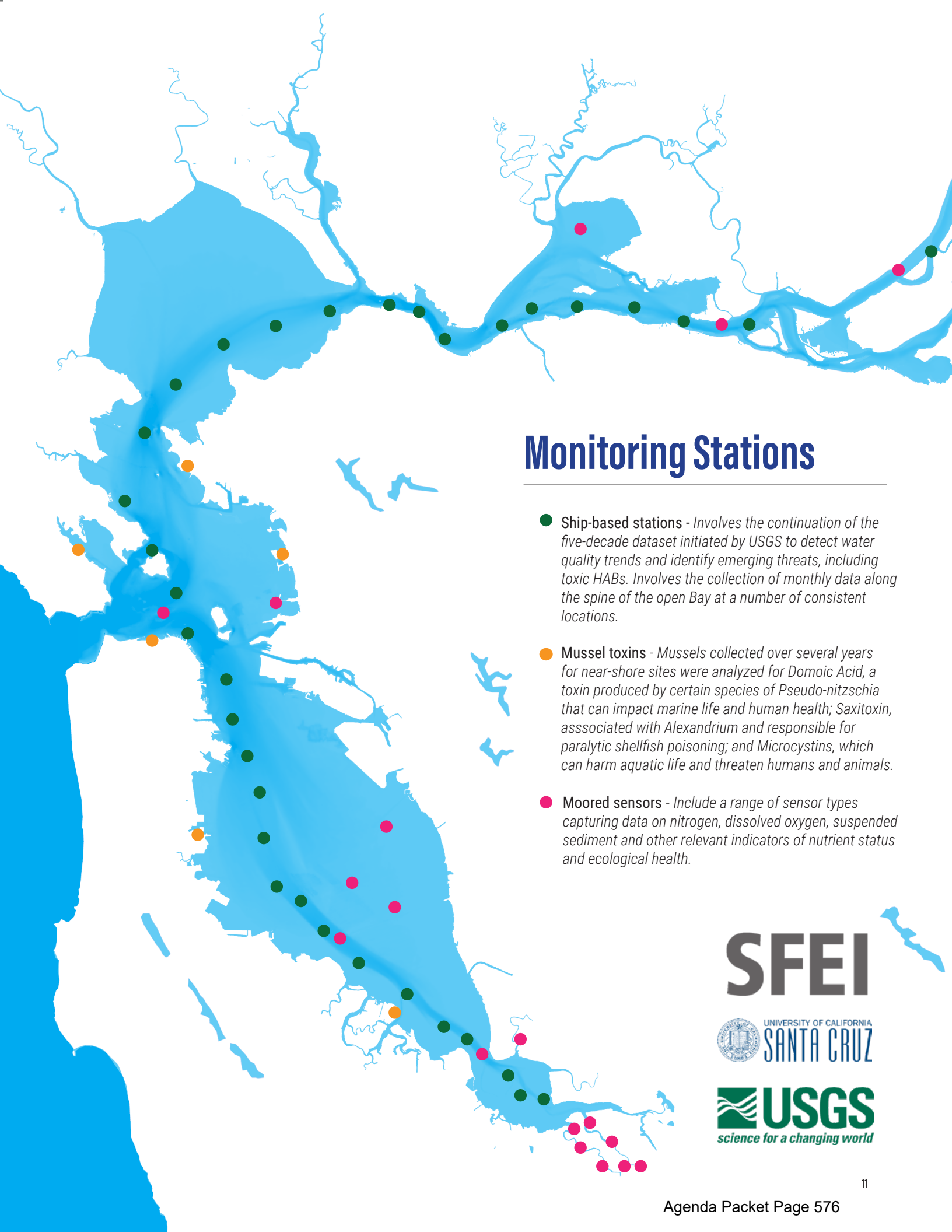


PHOTO BY EMILY CORWIN, SFEI

Advancements Under the Nutrient Management Strategy

In 2012, growing concerns over the potential impacts of nutrient overloading prompted the San Francisco Bay Regional Water Quality Control Board to initiate the NMS as a collaborative science effort targeting the highest-priority management and science questions identified by a diverse group of stakeholders, including wastewater agencies, regulators, and environmental groups. The science program was designed to proactively address the Bay's nutrient challenges before adverse conditions similar to those seen in other nutrient-enriched systems emerged. This forward-looking approach reflects a shared commitment to managing and protecting the Bay's ecosystem.

Through this collaborative effort, the NMS has advanced the understanding of nutrient dynamics, phytoplankton diversity, and harmful algal toxins, with contributions from enhanced nutrient and phytoplankton monitoring and HAB-related parameter measurements by USGS. A major innovation, the Moored Sensor Program, operates in the South Bay and Lower South Bay, collecting critical data every 15 minutes in regions excluded from long-term monitoring programs, enabling detection and interpretation of phenomena missed by traditional ship-based sampling.



Monitoring Stations

- **Ship-based stations** - Involves the continuation of the five-decade dataset initiated by USGS to detect water quality trends and identify emerging threats, including toxic HABs. Involves the collection of monthly data along the spine of the open Bay at a number of consistent locations.
- **Mussel toxins** - Mussels collected over several years for near-shore sites were analyzed for Domoic Acid, a toxin produced by certain species of *Pseudo-nitzschia* that can impact marine life and human health; Saxitoxin, associated with *Alexandrium* and responsible for paralytic shellfish poisoning; and Microcystins, which can harm aquatic life and threaten humans and animals.
- **Moored sensors** - Include a range of sensor types capturing data on nitrogen, dissolved oxygen, suspended sediment and other relevant indicators of nutrient status and ecological health.

SFEI

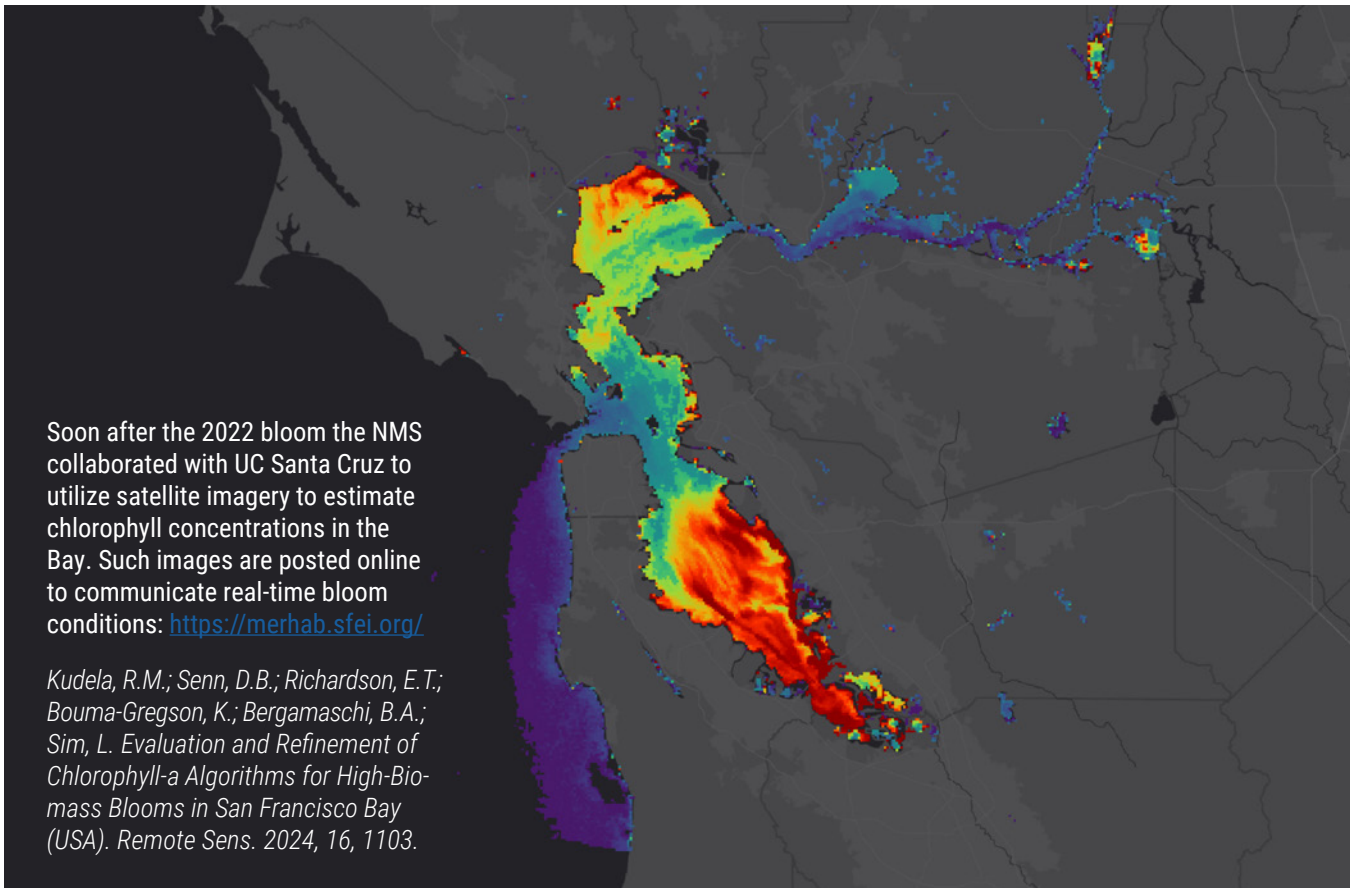
UNIVERSITY OF CALIFORNIA
SANTA CRUZ

USGS
science for a changing world

Enhanced Monitoring to Support Decision Making

Over the last several years the NMS incorporated multiple cutting-edge scientific methods into the nutrient monitoring framework:

- **DNA-Based Techniques:** Techniques like quantitative Polymerase Chain Reaction (qPCR) precisely count specific harmful algae types, providing exact numbers of these organisms in water samples. Another method, metabarcoding, uses DNA sequencing to evaluate the relative abundance of various algae and bacteria, including harmful species, helping understand their ecological impact.
- **Biogeochemical Mapping Cruises:** In collaboration with the USGS Biogeochemistry group, these high-speed cruises target the biogeochemical processes in South Bay shoal habitats, improving our understanding of nutrient cycling and ecosystem productivity.
- **Algal Toxin Tracking:** Intended to monitor algal toxin presence, the biweekly collection of native mussels from the Bay's shoreline generates a record of toxins entering the local food web. Since 2015, its focus has been on monitoring harmful algal toxins like saxitoxin, domoic acid, and microcystin. Despite ongoing efforts, occasional exceedances of toxin thresholds highlight the persistent public health and ecological risks posed by HABs.
- **Remote Sensing for Bloom Detection:** Developed in collaboration with UC Santa Cruz to address the inadequacies of existing algorithms at detecting bloom extents, a refined two-band algorithm has proven effective in both bloom and non-bloom conditions. Near real-time data is available on a public map.

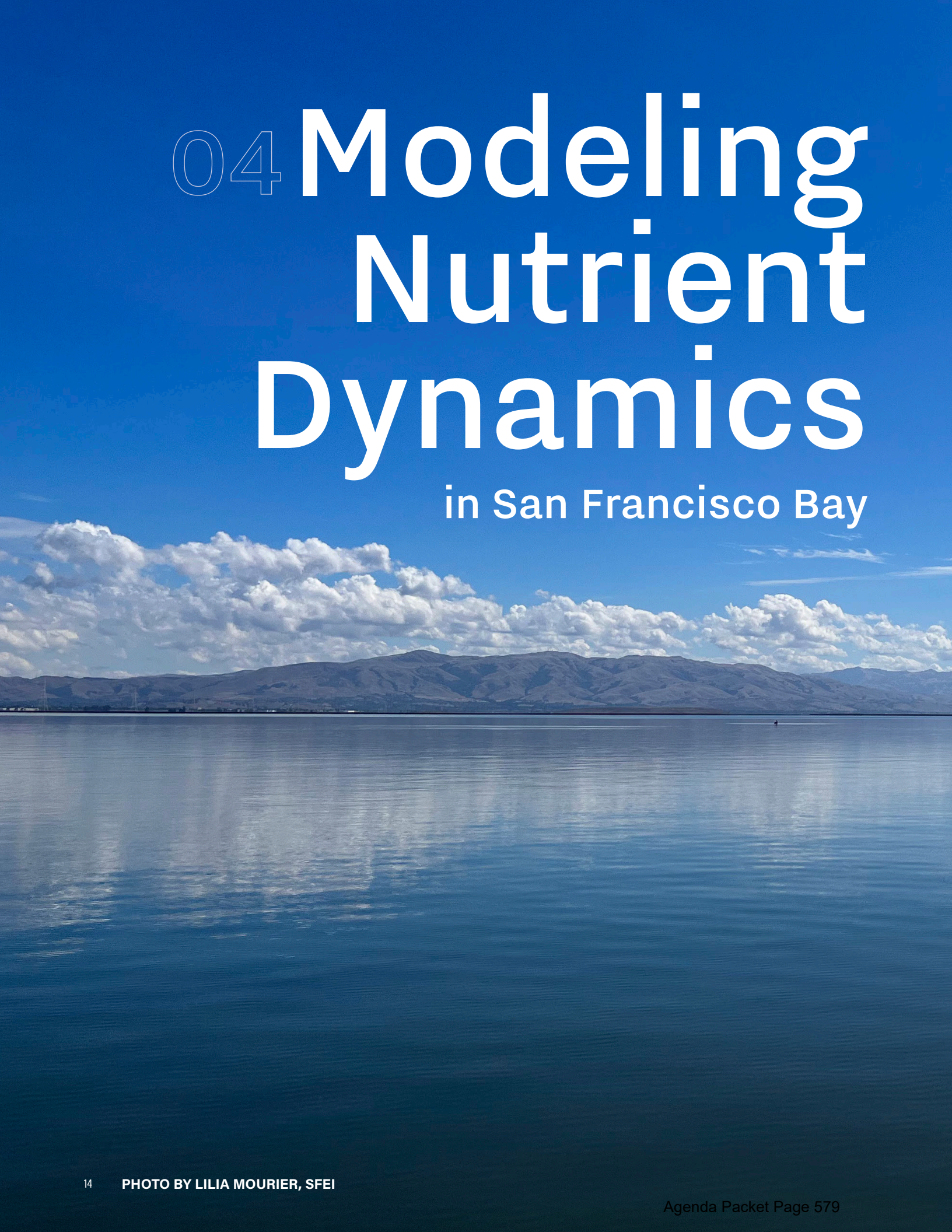


Current and Future Directions

The NMS continues to evolve, leveraging traditional and modern scientific techniques to address the complex challenge of nutrient management in San Francisco Bay. The strategy's focus is not only on understanding current conditions but also on predicting future ecological responses and informing effective management decisions. With ongoing advancements in technology and methodology, nutrient monitoring in San Francisco Bay stands on a robust platform poised to tackle the environmental challenges of the future. This dynamic approach ensures that the Bay's management strategies remain responsive to the changing ecological landscape. §



PHOTO BY LUCY MONTGOMERY, SFEI



04 Modeling Nutrient Dynamics

in San Francisco Bay

Nutrient Modeling: An Overview

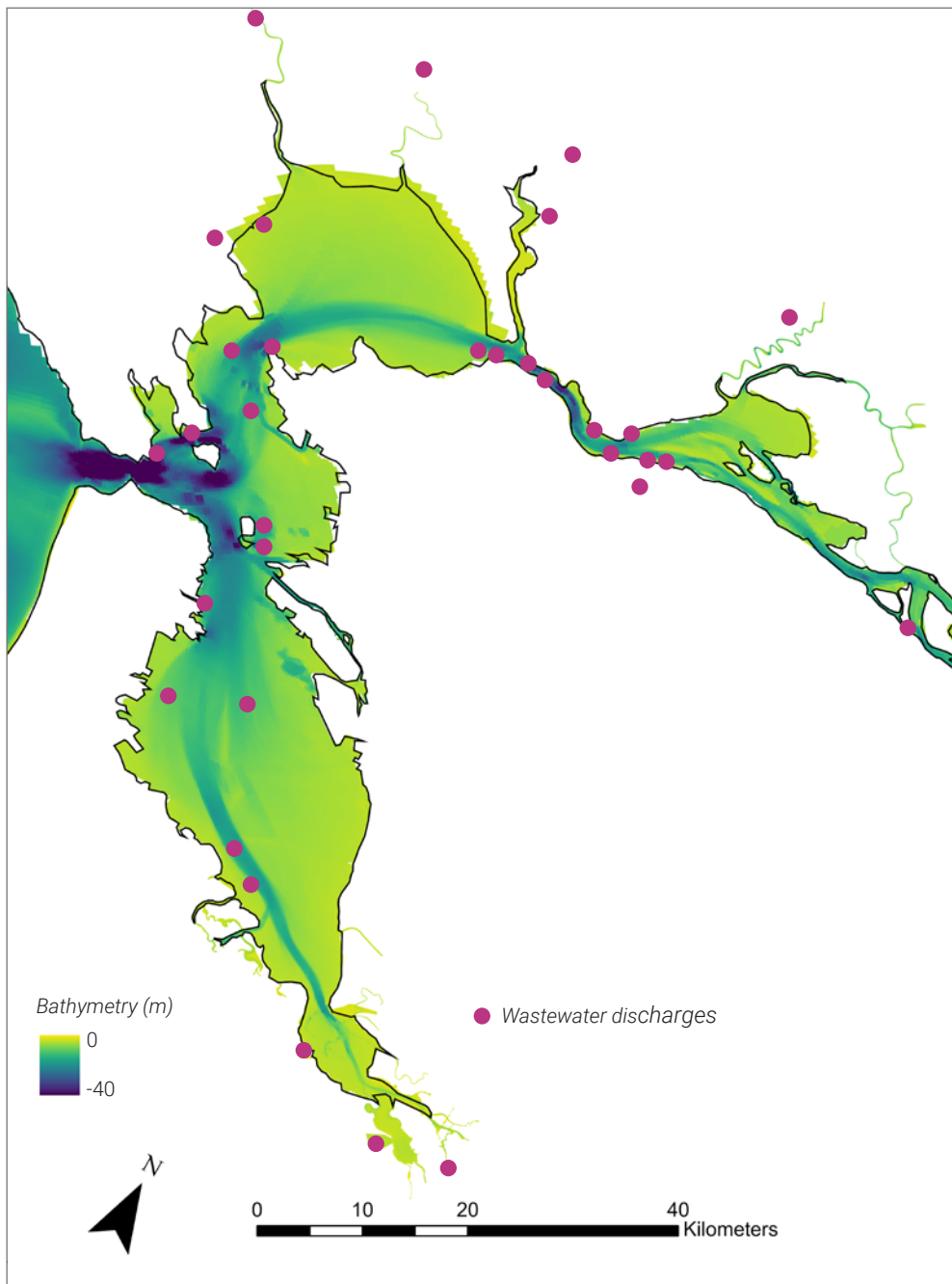
San Francisco Bay's modeling program uses advanced computer simulations to understand how nutrients move through the Bay and impact water quality. These models simulate processes like nutrient cycling, phytoplankton growth, and dissolved oxygen levels, helping scientists simulate harmful algal blooms or predict low oxygen events. By combining real-world monitoring data with these simulations, the program evaluates different management scenarios, such as reducing nutrient inputs from wastewater treatment facilities, to determine their potential benefits for the Bay's health. This work supports informed decision-making to address the challenges of nutrient pollution and protect the Bay's ecosystem.

Numerical models integrate physical, chemical, and biological factors—such as wind, waves, sediment, nitrogen, phosphorus, carbon, oxygen, phytoplankton, and microbes—to predict how these elements interact and affect nutrient levels. This integration is essential for enhanced understanding and simulating management scenarios to support informed decision-making.

Recent Advances in Nutrient Modeling Capabilities

The NMS initiated the development of sophisticated 3D hydrodynamic and biogeochemical models in 2015, which marked a significant step in applying cutting-edge numerical modeling tools to nutrient management decisions in the Bay. The models aim to explore nutrient cycling, identify source contributions, track nutrient export to the coast, and assess the impacts of nutrient reductions on water quality.

From 2015 to 2019, the focus expanded to include various regions of the San Francisco Estuary, including the Delta, Suisun Bay, and Lower South Bay. Since 2020, modeling efforts underwent extensive peer-reviewed analyses and were instrumental in investigating nutrient dynamics over consecutive water years.



For over ten years, the NMS modeling team has developed a coupled hydrodynamic water quality simulation tool. Eventually, the model can be used to test nutrient management actions and the consequences of future scenarios, such as population growth and climate change.

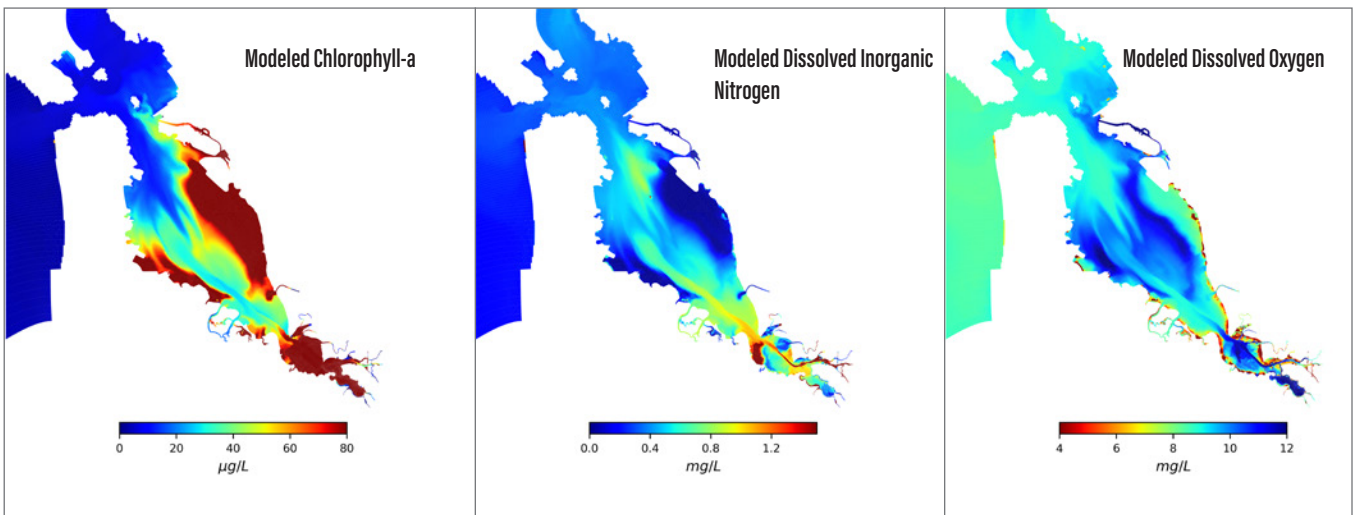
Model Applications to Inform Management Decisions

The coupled hydrodynamic and water quality model is a key tool to inform nutrient management strategies for San Francisco Bay. Following years of development and refinement, it will be used to simulate various nutrient loading scenarios and responses to management actions. This information is vital as the region implements costly wastewater upgrades to reduce nutrient inputs. The model provides detailed insights into nutrient cycling and ecological controls by integrating processes like pelagic grazing, sediment-water column nutrient exchanges, and light extinction.

The NMS's advanced modeling capabilities are essential for identifying the drivers of nutrient

cycling and understanding how nutrients move and transform within the Bay.

The evolving modeling capabilities of the NMS are crucial for regulators and decision-makers, offering vital insights that inform both short-term and long-term management strategies for San Francisco Bay. Recently, these models have been crucial in analyzing the 2022 *H. akashiwo* bloom and guiding strategies for nutrient load reductions. By simulating various scenarios and evaluating risks such as oxygen depletion, the models facilitate predictions of ecosystem responses, enabling informed and proactive management decisions.



Predicted chlorophyll-a, DIN and dissolved oxygen concentrations within Central, South, and Lower South bays in Spring 2018 from the NMS coupled hydrodynamic and water quality model.

Future Directions in Nutrient Modeling

Moving forward, the focus will shift from model development to application, leveraging the models to predict how human activities influence ecosystem responses and to guide nutrient management investments.

Planned analyses to provide actionable insights to manage nutrients in the Bay include:

- Simulating management scenarios to evaluate the effectiveness of various nutrient reduction strategies.
- Examining nutrient load levels that trigger water quality threshold exceedances.
- Assessing hydrological and meteorological conditions contributing to major bloom events.
- Evaluating nutrient exchanges with the coastal ocean. **S**



**PROGRAM
PRIORITY**

Citizen science reporting and analysis by CA Department of Fish and Wildlife confirmed at least 864 dead sturgeon were found from San Pablo Bay to the Lower South Bay, indicating the severe impact of the bloom on iconic fish species



05

Understanding the 2022 *Heterosigma* *Akashiwo* Bloom

San Francisco Bay, historically resilient to HABs, has experienced a significant increase in such incidents over recent years. During the summer of 2022, San Francisco Bay experienced a massive bloom of *Heterosigma akashiwo*, which marked a departure from the Bay's historical resilience to HABs. This event challenged pre-existing views on the Bay's ecological stability and triggered a comprehensive scientific response to understand and manage the emerging risks.

Dynamics and Impact of the Bloom

The *Heterosigma akashiwo* bloom, which began in July 2022 and lasted until September, was characterized by its rapid growth and massive consumption of nutrients. This led to a critical depletion of dissolved oxygen levels in the water, with concentrations falling below 5 mg/L for more than a week and, at times, dipping under 2 mg/L for several days. The result was a severe ecological disturbance marked by extensive fish kills across various species.

Sturgeon were one of the most affected species, with the California Department of Fish and Wildlife documenting significant casualties. Citizen science reporting confirmed that at least 864 dead sturgeon were found from San Pablo Bay to the Lower South Bay and the outer coast, indicating the severe impact of the bloom on iconic fish species. Most sturgeon deaths occurred before oxygen levels plummeted, suggesting an unknown mode of non-specific toxicity. The NMS continues to derive lessons from the 2022 bloom to identify the likely timing and conditions under which a future event may occur and to inform ongoing regulatory decisions impacting all wastewater agencies in the Bay Area.



Microscopy image of
Heterosigma akashiwo

Courtesy of Luis Solorzano,
www.lasphotos.com

Scientific Investigation and Findings

Prompted by the unprecedented scale and impact of the bloom, the NMS and its partners mobilized to investigate its dynamics and contributing factors. Utilizing moored sensor data from the NMS and USGS, along with additional targeted water quality sampling, the scientific community focused on several key aspects of the bloom:

- **Growth and Biomass Analysis:** Detailed studies quantified the bloom's biomass and growth rate. These studies helped understand how quickly *H. akashiwo* was able to exploit the nutrient-rich conditions in the Bay.
- **Nitrogen Utilization:** Nitrogen levels were closely monitored to assess how the bloom utilized available nitrogen sources, including sediment flux and point discharges. Given its critical role in algal metabolism and growth, nitrogen was a focal point in supporting the rapid growth of the bloom.
- **Model Development:** A mathematical model was developed to simulate the bloom's dynamics, from initiation to collapse. This model aimed to unravel the complex interactions between biological growth and environmental factors, providing insights into potential triggers and controls of future blooms.

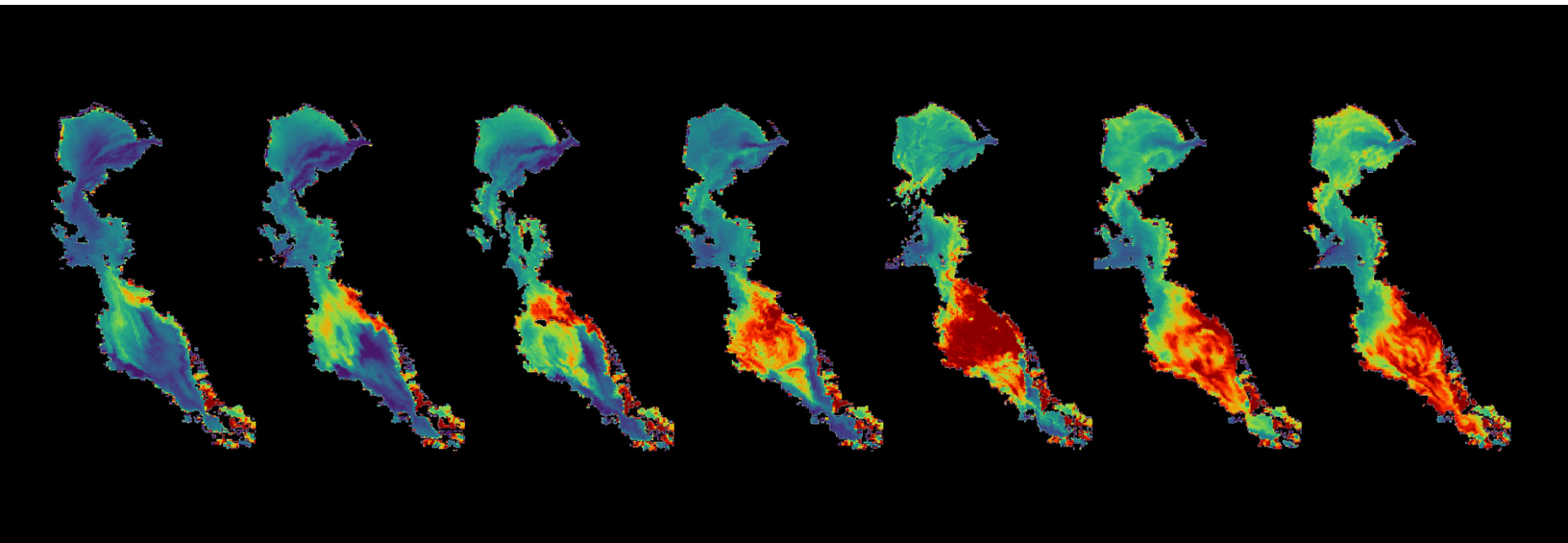
Ongoing Research and Future Directions

The 2022 *Heterosigma akashiwo* bloom underscored the critical need for enhanced monitoring and predictive modeling to manage and mitigate HABs. The NMS has responded by advancing its scientific methodologies to better understand and predict these events. By refining predictive models to analyze environmental triggers and nutrient levels, the NMS aims to proactively address HAB occurrences and minimize their impacts on the Bay's ecosystem.

Technological advances in HAB detection, such as quantitative PCR and metabarcoding, have significantly improved the NMS's ability to gather detailed data on algal taxa. This, coupled with ongoing toxin surveillance through mussel sampling, enables a more nuanced understanding of HAB dynamics. These efforts are crucial in tracking toxin levels and adapting strategies to ensure public health and ecological safety.

Looking forward, the NMS plans to deepen its exploration of nutrient load levels and the conditions that foster algal blooms. This involves refining existing monitoring and modeling techniques and working closely with regulators and wastewater agencies to inform effective management strategies. Additionally, the increased frequency and intensity of HABs have driven the NMS to bolster its response capabilities in collaboration with regional experts and citizen scientists to detect and track blooms more rapidly.

In 2023, the NMS received a substantial boost with a \$3 million NOAA grant to enhance its HAB monitoring capabilities. This initiative, led by SFEI, USGS, and the Department of Water Resources (DWR), focuses on advancing monitoring technologies and developing an online HAB tracking dashboard. This tool is designed to improve the understanding of HAB dynamics and support the development of more effective mitigation strategies, addressing the Bay's challenges with nutrient over-enrichment and its ecological consequences. **S**

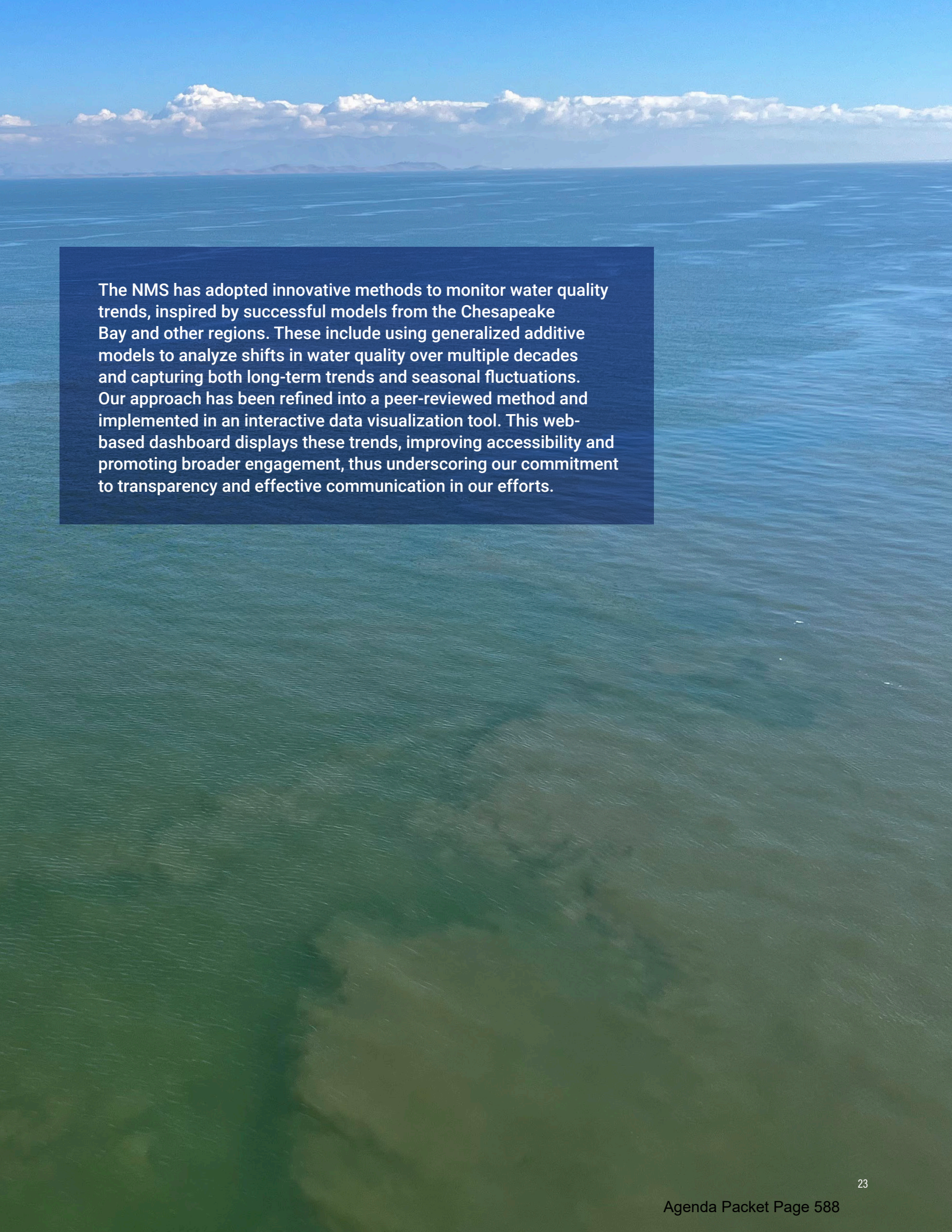


Remotely sensed chlorophyll estimates during the 2022 HAB event. The data are from the ESA Sentinel-3 satellite, processed using a locally tuned algorithm for San Francisco Bay.

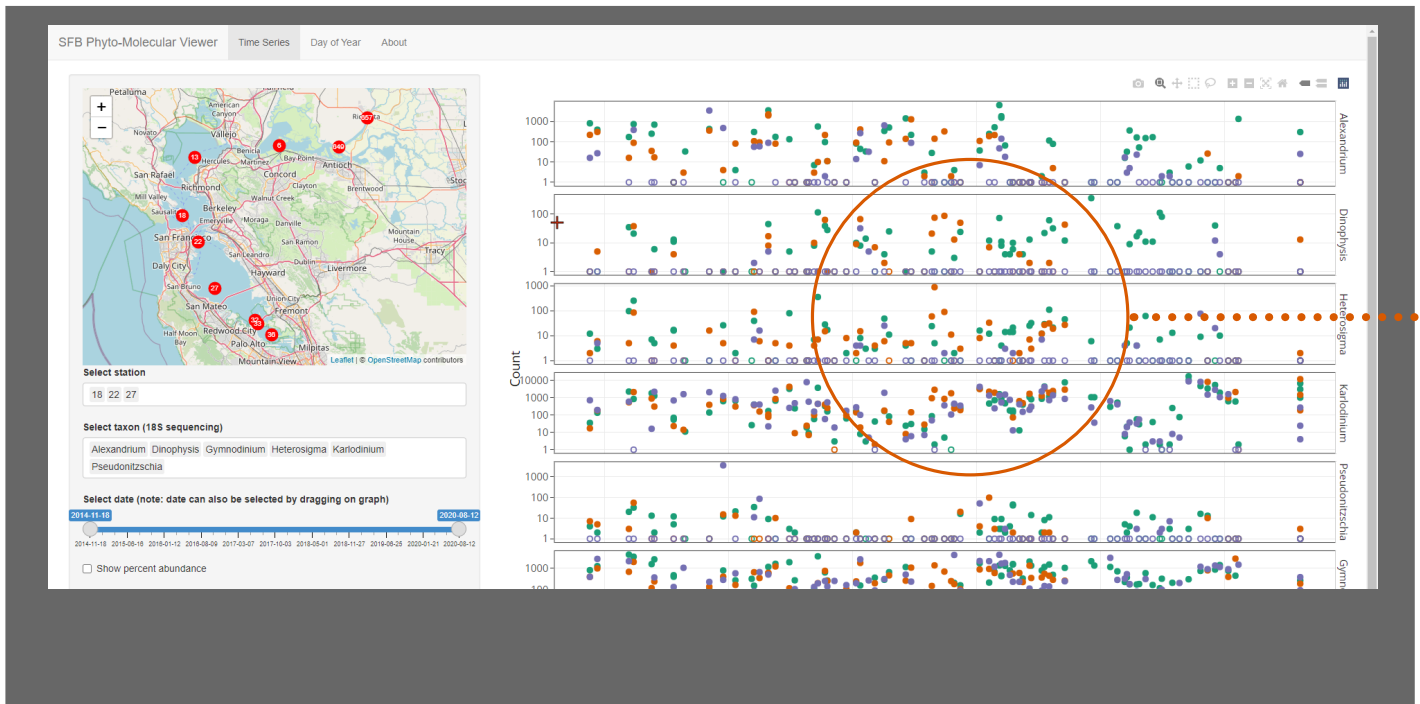
06

Status and Trends of Key Nutrient Indicators

A series of web-based dashboards display the status and trends of various nutrient indicators, improving accessibility and promoting broader engagement, thus underscoring our commitment to transparency and effective communication in our efforts

An aerial photograph of a vast body of water, likely a bay or ocean, under a clear blue sky with a thin layer of white clouds on the horizon. The water transitions from a deep blue in the distance to a lighter, greenish-blue in the foreground. A dark blue rectangular text box is positioned in the upper left quadrant of the image.

The NMS has adopted innovative methods to monitor water quality trends, inspired by successful models from the Chesapeake Bay and other regions. These include using generalized additive models to analyze shifts in water quality over multiple decades and capturing both long-term trends and seasonal fluctuations. Our approach has been refined into a peer-reviewed method and implemented in an interactive data visualization tool. This web-based dashboard displays these trends, improving accessibility and promoting broader engagement, thus underscoring our commitment to transparency and effective communication in our efforts.



Measuring phytoplankton communities over time

Looking at Data Online

What can we learn from looking at patterns?

Detecting trends in water quality data is essential for managing urban estuaries, which face pressures from nutrient loading, wastewater discharges, and climate variability. Tracking changes in chlorophyll-a or dissolved oxygen provides early warnings of ecosystem stress, such as harmful algal blooms or hypoxia, which can have severe ecological and economic consequences. These insights enable scientists and managers to understand the direction of ecosystem health, identify critical thresholds, and respond proactively with targeted interventions, like nutrient reduction strategies or habitat restoration efforts.

The NMS developed a trend detection tool to analyze long-term water quality data from the USGS' ship-based monitoring program. This advanced tool identifies seasonal and long-term trends for

nutrient-related parameters like chlorophyll-a, dissolved oxygen, gross primary productivity, and dissolved inorganic nitrogen. By using Generalized Additive Models (GAMs) and meta-analysis, the tool accounts for uncertainties in the data, such as missing or irregular sampling, ensuring robust detection of significant trends.

Complementing this tool, the NMS developed additional web-based visualization tools. These platforms allow users to explore trends in nutrient loading from wastewater treatment plants, dissolved oxygen conditions in the Lower South Bay, and harmful algae and phytoplankton communities detected using cutting-edge technologies. These tools serve to equip decision-makers with actionable insights to protect and sustain this vital ecosystem.

Available web-based visualization tools:

[Long-term trends of several parameters, including chlorophyll-a, dissolved oxygen, and dissolved inorganic nitrogen, from ship-based monitoring data in the South Bay.](#)

[Chlorophyll-a and dissolved oxygen levels across all major long-term USGS water quality monitoring stations.](#)

[Dissolved Oxygen in the Lower South Bay, based on high-frequency sensors deployed along the shallow margins.](#)

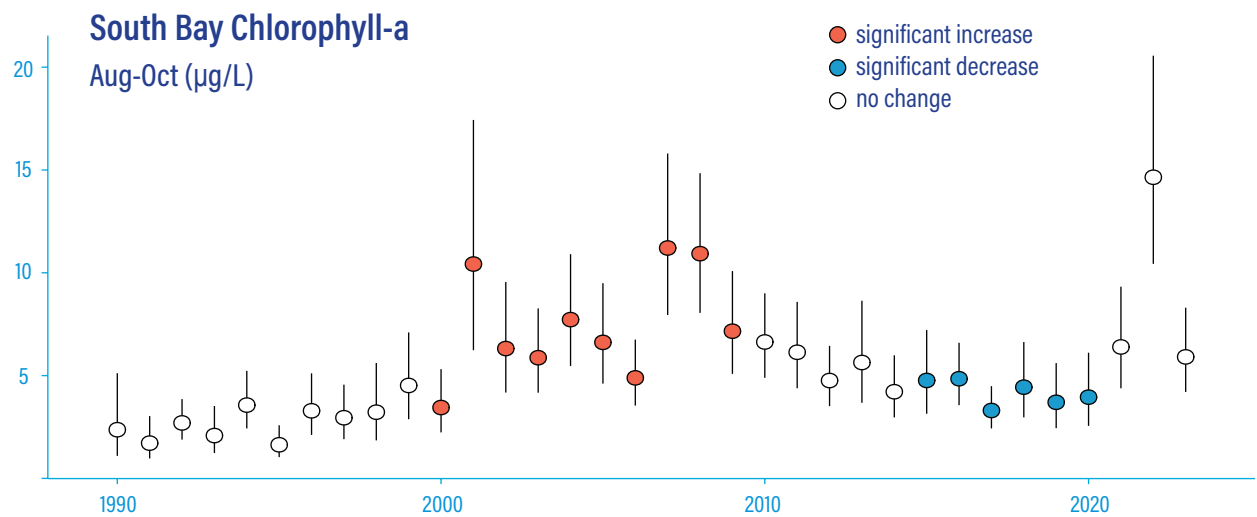
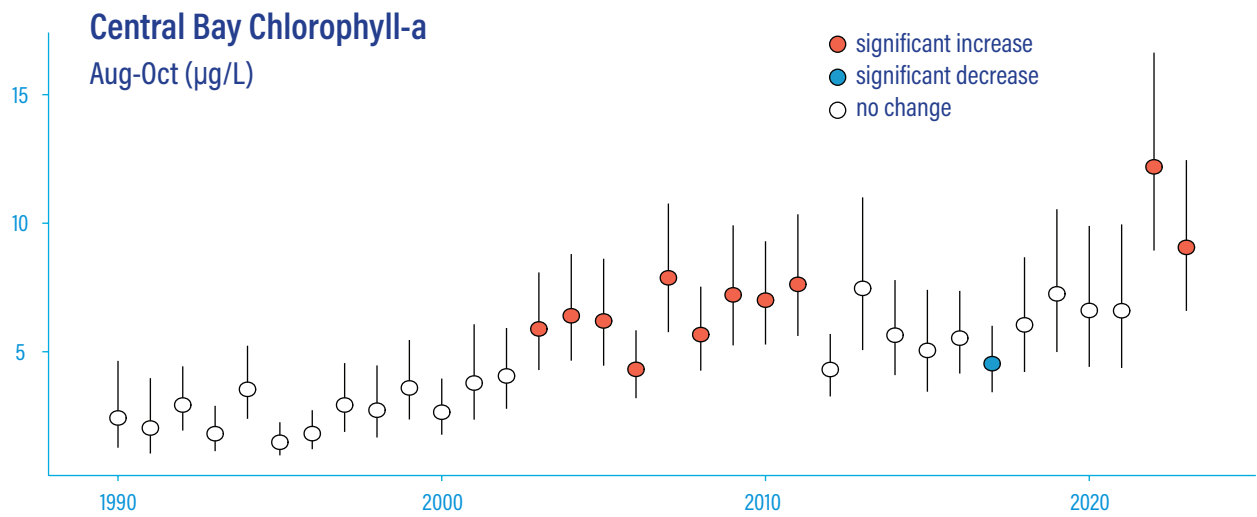
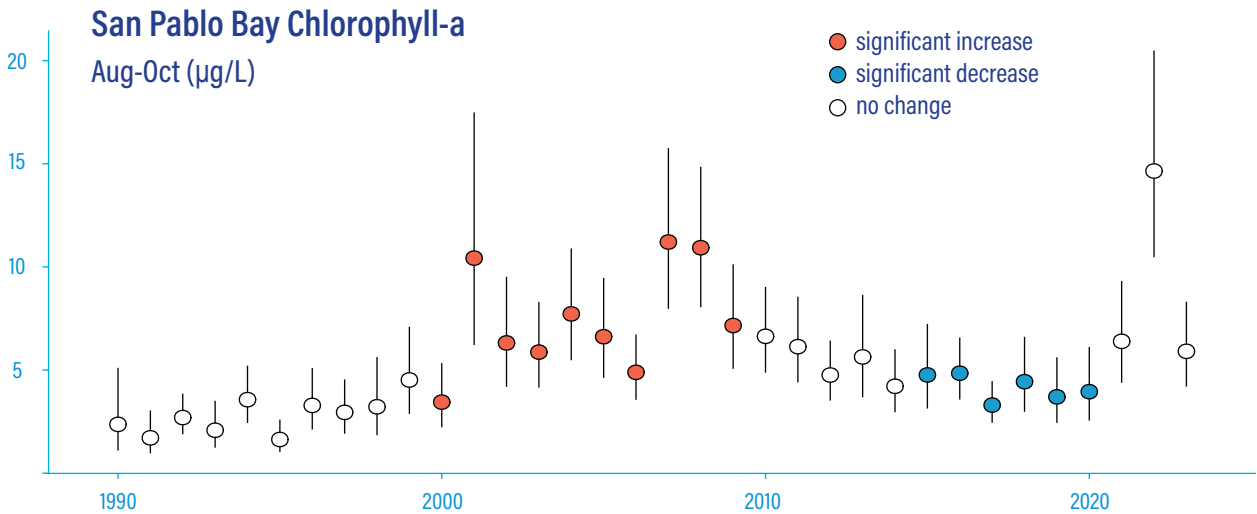
[Nutrient loading over time from wastewater treatment plants throughout the region.](#)

[San Francisco Bay HAB data obtained through molecular analysis of surface water samples collected during USGS cruises.](#)

[Phytoplankton data collected since 2017 using an Imaging Flow Cytobot, in collaboration between the UCSC Kudela Lab and USGS CA Water Science Center.](#)

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Estimated mean Aug-Oct chl-a concentrations, 1990-2023 (vertical lines: 95% confidence intervals), in San Pablo Bay (s13), Central Bay (s21, near Bay Bridge), and South Bay (s30, midway between the San Mateo and Dumbarton Bridges). Symbol color represents long-term trend in Aug-Oct chl-a, based on an 11-yr rolling window (right justified). Visit this [webtool](#) to explore long-term trends in chl-a, dissolved oxygen, and gross primary productivity at South Bay and Central Bay stations. Note: 2022 mean chlorophyll values are skewed by the August Heterosigma bloom event.

Chlorophyll-a Trends

Chlorophyll-a serves as a key indicator of phytoplankton concentration because it is a primary pigment used in photosynthesis, directly correlating with the abundance and biomass of these microscopic algae in aquatic systems. Scientists at the USGS and other institutions have monitored chlorophyll-a concentrations in San Francisco Bay for decades to track changes in ecosystem productivity and water quality.

From 1990 to 2005, chlorophyll-a concentrations in the San Francisco Estuary showed a significant increase, driven by heightened phytoplankton biomass and primary production, particularly in the southern regions of the Bay. This trend peaked around 2005 to 2010, after which chlorophyll-a levels began to decline, with notable decreases observed through 2019. Seasonal patterns emerged, with spring chlorophyll-a peaks (January to June) consistently increasing in earlier years, while summer-fall peaks (July to December) displayed less variability across different locations.

The trends were more pronounced in the southern stations, where early increases in chlorophyll-a transitioned to significant declines after 2010. This regional variability suggests that local drivers, such as nutrient loads, hydrodynamics, and ecosystem-specific changes, played a critical role in shaping chlorophyll-a dynamics over time. These findings underscore the complexity of interactions between natural and anthropogenic influences in the estuary.

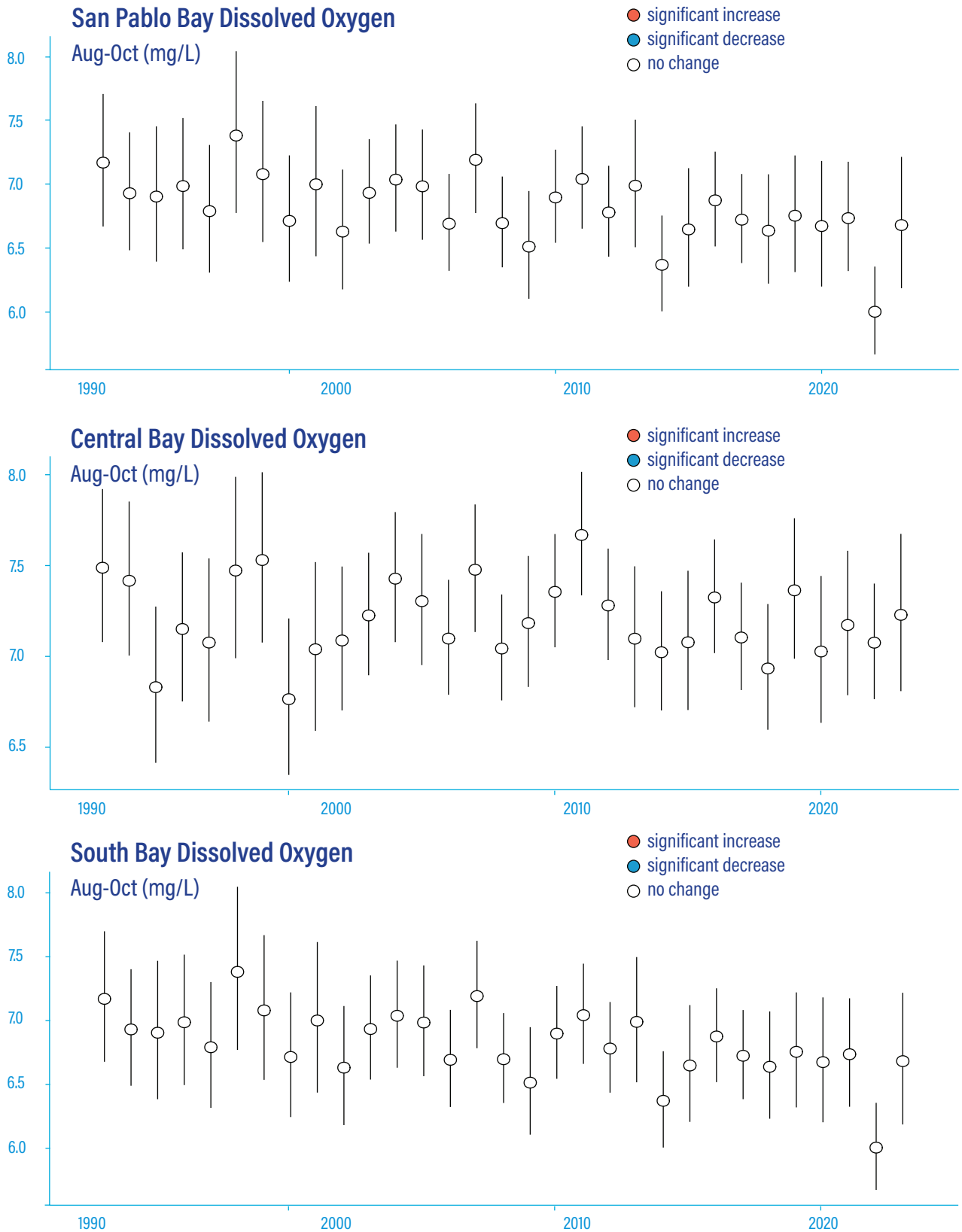
Generalized Additive Models (GAMs) were instrumental in analyzing these trends, enabling researchers to account for uncertainties in the monitoring data and identify nuanced seasonal and spatial patterns. This robust analytical approach highlights the importance of long-term monitoring and adaptive management to understand and address evolving water quality challenges in the San Francisco Estuary.

A water quality visualization tool is available to explore long-term trends in several parameters, including chlorophyll-a, dissolved oxygen, and dissolved inorganic nitrogen (DIN), based on ship-based monitoring data. The tool can be accessed at <https://nutrient-data.sfei.org/SFbaytrends/app2/>.

ADDITIONAL RESOURCES

Beck, Marcus W., et al. "Multi-scale trend analysis of water quality using error propagation of generalized additive models." *Science of the Total Environment* 802 (2022): 149927.

Cloern, J.E., and Schraga, T.S., 2016, USGS Measurements of Water Quality in San Francisco Bay (CA), 1969-2015 (ver. 4.0, March 2023): U. S. Geological Survey data release, <https://doi.org/10.5066/F7TQ5ZPR>.



Estimated mean Aug-Oct depth-averaged dissolved oxygen concentrations, 1990-2024 (vertical lines: 95% confidence intervals), in South Bay (s30) and Central Bay (s21). Symbol color represents long-term trend in Aug-Oct DO, based on an 11-yr rolling window (right-justified; same legend as for chl_a).

Dissolved Oxygen Trends

San Francisco Bay's open bay regions, which include deep subtidal habitats, exhibit relatively stable and well-oxygenated conditions despite significant nutrient loading from wastewater and urban runoff. Long-term monitoring data indicate that dissolved oxygen (DO) levels in these areas generally remain above 7 mg/L, satisfying the Basin Plan objective of 5 mg/L. Seasonal variability does occur, however, with DO levels slightly decreasing in summer and early fall due to higher temperatures and increased biological oxygen demand.

Recent events, such as the 2022 *Heterosigma akashiwo* algal bloom, underscore the Bay's vulnerability despite its historical resilience. The bloom led to transient reductions in DO, particularly in the South Bay, with levels dropping to 2-3 mg/L in localized areas after the bloom's abrupt termination. Such events, while episodic, highlight the potential for nutrient enrichment and organic matter decomposition to stress the system, particularly during warm and low-flow periods. Nonetheless, the overall DO regime in the open bay has not shown a consistent trend toward hypoxia over recent decades, suggesting that the system remains generally resilient.

Proactive nutrient management and monitoring are critical to sustaining the open bay's favorable DO conditions amid changing climatic and anthropogenic pressures. While the Bay continues to demonstrate healthy oxygen in its deeper habitats, its ability to withstand high nutrient loads may decline if large-scale algal blooms and resulting crashes in oxygen levels become more frequent. Enhanced understanding of nutrient cycling and its influence on DO dynamics will be essential to maintaining ecological stability in these open bay environments. **S**

ADDITIONAL RESOURCES

[Chelsky, A., D. Killam, L. Mourier, D. Senn. 2023. Updated Technical Report Virginian Province Approach to Dissolved Oxygen in Lower South San Francisco Bay Sloughs. SFEI, Richmond, CA.](#)

[MacVean, L., L. Lewis, P. Trowbridge, J. Hobbs, D. Senn. 2018. Dissolved Oxygen in South San Francisco Bay: Variability, Important Processes, and Implications for Understanding Fish Habitat. Technical Report. SFEI, Richmond, CA.](#)



PHOTO BY EMILY CORWIN, SFEI

GLOSSARY

The nutrient composition of San Francisco Bay is influenced by various factors, including the inflow of freshwater, oceanic influences, and human activities. The Bay is an estuary, where freshwater from rivers and streams mixes with saltwater from the Pacific Ocean. Here are some general terms regarding nutrient status of San Francisco Bay.

Nutrients:

Chemicals such as nitrogen and phosphorus, essential for plant and algal growth. Excessive amounts can lead to water quality issues.

Eutrophication:

A process where water bodies become overly enriched with nutrients, leading to excessive algal blooms and low oxygen levels.

Harmful Algal Blooms (HABs):

Rapid growth of algae that can produce toxins harmful to aquatic life, humans, and water quality.

Phytoplankton:

Microscopic plants that form the base of aquatic food webs. While essential, their

overgrowth due to nutrient pollution can disrupt ecosystems.

Chlorophyll-a:

A pigment found in algae, used as an indicator of phytoplankton biomass and water quality.

Dissolved Oxygen (DO):

The amount of oxygen dissolved in water, critical for aquatic life. Low DO (hypoxia) can harm or kill fish and other organisms.

Subembayments:

Specific sections of San Francisco Bay (e.g., South Bay, Lower South Bay) with unique environmental characteristics and challenges.



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Point Sources:

Direct sources of nutrient pollution, like wastewater treatment plants, contributing high loads of nitrogen and phosphorus to the Bay.

Resilience:

The Bay’s ability to withstand impacts of nutrient loading without severe water quality problems, which may be decreasing due to recent changes.

Water Quality Objectives:

Standards set to ensure water remains healthy for aquatic life and human use. For example, the 5 mg/L DO threshold in San Francisco Bay.

Nutrient Management Strategy:

A coordinated effort to monitor, understand, and manage nutrient inputs in San Francisco Bay to protect water quality and ecosystem health.

Assessment Framework:

A structured approach to evaluate the condition of water bodies, using indicators like dissolved oxygen and chlorophyll-a to assess the health of aquatic habitats. **\$**



PHOTO BY EMILY CORWIN, SFEI

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Photographs from NMS field work by the SFEI NMS team.

SFEI San Francisco Estuary Institute

San Francisco Estuary Institute. 2025. *Science to Inform Management: An Overview of the Nutrient Management Strategy for San Francisco Bay*. SFEI Contribution #1239. San Francisco Estuary Institute, Richmond, CA.