Commission of Silicon Valley Clean Water
Joint Powers Authority
Regular Meeting – Thursday, October 8, 2026 - 8:00 AM

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

How to Access Meetings
This meeting will be conducted in-person, at the SVCW's 1400 Radio Rd, Pelican Board Room. The public may participate in-person or remotely via Teams. The Teams meeting link is available below:

MEETING LINK: Join Teams Meeting **MEETING ID**: 270 547 566 14
CALL IN PHONE NUMBER: +1 747-216-0281 **ID**: 925 412 740#

Should Teams not be operational, please check online at: Commission Meetings | SVCW for any updates or further instructions.

Public Comments - (Must be received by 6:00 a.m.in advance of the meeting) Public comments may be submitted via email to Business Operations Supervisor, Jessica Mangual, at jmangual@svcw.org. Please indicate in your email the agenda item to which your comment applies. Comments submitted before the meeting will be provided to the Board before or during the meeting. Submissions received after the deadline will be uploaded to the SVCW's Commission webpage under the applicable meeting on the following day and will become a part of the official record.

Americans with Disabilities Act
In accordance with the Americans with Disabilities Act of 1990, if you require a disability-related modification or accommodation to attend or participate in this meeting, including auxiliary aids or services, please call the Clerk's Office at (650) 832-6223, or by email at jmangual@svcw.org at least 48 hours before the meeting. Requests will be granted whenever possible and resolved in favor of accessibility.

Posting Locations of Agenda and/or Cancellation Notices
Regular meeting agendas will be posted at least 72 hours before the meeting (GC§ 54954(a)(1)). Agenda and Cancellation Notices can be viewed online and are also posted at SVCW, 1400 Radio Rd, Redwood City, CA 94065.

Belmont	San Carlos	Redwood City	West Bay Sanitary District
Tom McCune	Neil Layton	Elmer Martinez-Saballos	George Otte

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 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. Closed Session

A. Conference with Legal Counsel - Anticipated Litigation
i. Significant exposure to litigation pursuant to Gov. Code §54956.9(d)(2): (2 cases)
ii. Initiation of litigation pursuant to Gov. Code §54956.9(d)(4): (1 case)

6. Consideration of Motion Approving Consent Calendar

Notice to Public: All matters listed under the 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 roll call 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

B. Claims and Checks Dated August 18 - September 14, 2026, and Necessary Payments Through September 14, 2026

7. Business Items

A. Utility of the Future Today Award Recognition

B. Review and Provide Feedback on Draft Commuter Benefit Policy

Proposed Action: Staff recommends that the Commission provide input on draft Commuter Benefit Policy.

C. Standard Contract Documents Update - 2026

Proposed Action: Move Approval of 2026 Updated Standard Contract Documents

D. Adopt a Miscellaneous Fees Schedule

Proposed Action: Move adoption of RESOLUTION NO. SVCW 26-21 approving Silicon Valley Clean Water's (SVCW) miscellaneous receiving fees based on current cost-of-service analyses and market benchmarking.

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

Proposed Action: Move adoption of RESOLUTION NO. SVCW 26-22 Approving and Adopting Revision I to Commission Policy No. 2013-03, Silicon Valley Clean Water Reserve Fund Policy and Procedure

F. Quarterly Investment Portfolio Performance as of June 30, 2026

Proposed Action: None - Informational Only

G. Receive Update on Environmental, Social, and Governance (ESG) and Socially Responsible Investing (SRI) Practices

Proposed Action: Staff recommends that the Commission provide input on ESG and SRI investment practices.

8. Reports

A. Manager's Report

B. Finance and Administration Report

C. September Engineering Report

D. Operations and Maintenance Report

9. Matters of Commission Members' Interest

10. Communications

11. Adjourn

Minutes of Silicon Valley Clean Water
Regular Meeting
September 10, 2026
8:00 AM

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

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 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 the 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 roll call 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

B. Claims and Checks Dated July 21 - August 17, 2026, and Necessary Payments through August 17, 2026

C. 2026 Conflict of Interest Code Update

E. Review Commission Policy 2017-01 (Statement of Debt Management)

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

Agenda Item 5D - Review Commission Policy 1992-01 (Investment Policy and Guidelines) was removed from the Consent Calendar and taken up separately as a Business Item.

Motion/Second: Mr. McCune / Mr. Otte
The motion carried by a unanimous roll call vote

6. Business Items

A. Review Commission Policy 1992-01 (Investment Policy and Guidelines) (formerly Agenda Item 5D)

Motion/Second: Mr. Martinez Saballos / Mr. McCune
The motion carried by a unanimous roll call vote

B. Marketing Strategy and Implementation Update

Proposed Action: None – Information Only

7. Reports

A. Manager's Report

B. Operations and Maintenance Report

C. August Engineering Report

D. Finance and Administration Report

8. Matters of Commission Members' Interest

9. Communications

10. Closed Session

11. Adjourn

Minutes prepared by Matthew P. Zucca
Reviewed by General Counsel

_____
Tom McCune, Secretary

Silicon Valley Clean Water
Warrant Register August 18-August 31, 2026

Date	Vendor Name	Vendor Document #	Payment #	Transaction Description	Net Paid
08/28/26	AGILENT TECHNOLOGIES	132853727	115572	ICP spare parts	$ 394.45
08/28/26	AGILENT TECHNOLOGIES	132920475	115572	Test tubes	498.26
08/28/26	AMAZON CAPITAL SERVICES, INC.	16PP-D36G-TR19	115573	Sampling tote	110.26
08/28/26	AMAZON CAPITAL SERVICES, INC.	1H4K-VDVC-MHVN	115573	Wireless mouse	10.76
08/28/26	AMAZON CAPITAL SERVICES, INC.	1JGW-JPRR-KTPV	115573	Computer parts	943.83
08/28/26	AMAZON CAPITAL SERVICES, INC.	1JGW-JPRR-KVPT	115573	Drain spade shovel	32.95
08/28/26	AMAZON CAPITAL SERVICES, INC.	1JKX-QV9M-FC1G	115573	Workroom supply	426.32
08/28/26	AMAZON CAPITAL SERVICES, INC.	1L11-9719-GC4K	115573	Terminal connector qty3	136.53
08/28/26	AMAZON CAPITAL SERVICES, INC.	1LV7-K1DY-K3W6	115573	Clipboards	40.40
08/28/26	AMAZON CAPITAL SERVICES, INC.	1LV7-K1DY-K41W	115573	Sampling bag	210.22
08/28/26	AMAZON CAPITAL SERVICES, INC.	1LVF-Y1TQ-LNRV	115573	Outreach, presentation equipment	1,659.86
08/28/26	AMAZON CAPITAL SERVICES, INC.	1N3L-F3DL-PLX6	115573	Jumper bar qty3	97.86
08/28/26	AMAZON CAPITAL SERVICES, INC.	1PPF-YD97-CHNM	115573	Office supply	26.96
08/28/26	AMAZON CAPITAL SERVICES, INC.	1TQW-TNL9-TQ4T	115573	Blower gas cap	202.89
08/28/26	AMAZON CAPITAL SERVICES, INC.	1TWP-M4DK-3NPD	115573	Jumbo shelf	52.08
08/28/26	AMAZON CAPITAL SERVICES, INC.	1Y4R-G4NN-C9NG	115573	Copy paper	301.49
08/28/26	APEX POWER ELECTRICAL SUPPLY	5358485	115574	Wire	148.55
08/28/26	APEX POWER ELECTRICAL SUPPLY	5358486	115574	Wire	236.78
08/28/26	APEX POWER ELECTRICAL SUPPLY	5358524	115574	Conduit	197.40
08/28/26	APEX POWER ELECTRICAL SUPPLY	5359772	115574	Conduit	477.57
08/28/26	APPLEONE EMPLOYMENT SERVICES	01-7350458	115575	Temporary Employment	4,543.51
08/28/26	ATIS ELEVATOR INSPECTIONS LLC	IN485695	115576	11/1/25-4/30/26 9261CnstrDocs	12,597.75
08/28/26	BROWN & CALDWELL CORP	11609707	115577	7/1-7/23/26 9600 ABDMF ESDC	16,521.78
08/28/26	CALIFORNIA ENVIRONMENTAL DEWATERING	1654	115578	RW dwtr polymr 7/23/26	34,851.38
08/28/26	CALTEST ANALYTICAL LABORATORY	742866	115579	Nitrate and nitrogen	206.10
08/28/26	CALTEST ANALYTICAL LABORATORY	742928	115579	Cyanide and mercury	1,196.10
08/28/26	CARBON ACTIVATED CORP.	1065974	115580	Carbon activated coconut shell	11,718.85
08/28/26	CDM SMITH INC.	90271425	115581	7/1-8/15/26 AsNeededEngSvc	4,327.50
08/28/26	CDW GOVERNMENT, INC.	AK7AT3T	115582	Fishbowl touch panel	907.48
08/28/26	CLASSPASS LLC	8CC60590-0018	115583	Employee wellness	2,410.00
08/28/26	C. OVERAA & CO	PPR 001 - PO 110023	115584	7/1-7/31/26 9244Construction	68,400.00
08/28/26	D.C. FROST ASSOCIATES INC.	45111	115585	Flight, chain	56,043.39
08/28/26	D.C. FROST ASSOCIATES INC.	45134	115585	Breather valve qty4	230.01
08/28/26	DETECTION INSTRUMENTS CORP	2934-64857	115586	Acrulog inst calibration	630.00
08/28/26	DETECTION INSTRUMENTS CORP	2968-64933	115586	ACRULOG PPB calibration	217.14
08/28/26	ENS RESOURCES INC	10117	115587	Consulting service	5,000.00
08/28/26	ENVIRONMENTAL EXPRESS, INC	1000880284	115588	Filters	2,468.63
08/28/26	FISHER SCIENTIFIC COMPANY, LLC	0771916	115589	Incubator	11,632.33
08/28/26	FLW, Inc	1394648	115590	Industrial gauge	2,557.37
08/28/26	GRAINGER	9026742412	115591	Cable tie	64.99
08/28/26	GRAINGER	9031046585	115591	Cable tie	64.99
08/28/26	GRAINGER	9033352247	115591	SS rectangle bar qty5	754.30
08/28/26	GRAINGER	9035642546	115591	Round sling qty4	126.18
08/28/26	GRAINGER	9038976537	115591	Pressure switch qty3	738.02
08/28/26	GRAINGER	9041591463	115591	Hand soap	1,299.34
08/28/26	GRAINGER	9044443449	115591	Flex metal conduit steel	365.43
08/28/26	HANSON BRIDGETT LLP	1561603	115592	6/1-6/30/26 9402 Lgl Svcs	7,755.00
08/28/26	HANSON BRIDGETT LLP	1565452	115592	7/1-7/31/26 0816OdorFanLglSvcs	15,568.60
08/28/26	HANSON BRIDGETT LLP	1565453	115592	7/1-7/31/26 9274&9242AsNeedLgl	3,775.00
08/28/26	HILLYARD INC	90245329	115593	Paper towel qty10	713.20
08/28/26	HILTI, INC.	4626444512	115594	Cutting disc qty2	157.12
08/28/26	HITACHI GLOBAL AIR POWER	90668119	115595	Element kit qty3	1,364.43
08/28/26	IDEXX DISTRIBUTION, INC	3207110334	115596	Colliert test	1,325.89
08/28/26	IDEXX DISTRIBUTION, INC	3207208442	115596	Idexx media	601.26
08/28/26	IDEXX DISTRIBUTION, INC	3207570528	115596	Idexx QC	764.94
08/28/26	JULIA HUGHES	#16	115597	Communication consulting	8,225.00
08/28/26	JULIA HUGHES	#17	115597	Communications consulting	7,525.00
08/28/26	JULIA HUGHES	#18	115597	Communications consulting	3,500.00
08/28/26	LENSCRAFTERS	1811891343	115598	Safety glasses MT	85.00
08/28/26	LOOKING POINT INC	38682PMF	115599	MS Azure security review	975.00

Date	Vendor Name	Vendor Document #	Payment #	Transaction Description	Net Paid
08/28/26	MARINA MECHANICAL	524282	115600	Refund marina mecah svc	(2,636.07)
08/28/26	MARINA MECHANICAL	524241-ADJ	115600	Chiller refrigerant	2,637.07
08/28/26	MAR VISTA RESOURCES LLC	20660	115601	2919 gal Nitrate 8/5/26	8,929.80
08/28/26	MCCAMPBELL ANALYTICAL, INC.	2608600	115602	McCampbell subcontract	378.50
08/28/26	MUNICIPAL RESOURCE GROUP LLC	260806	115603	Consulting svc	942.50
08/28/26	NORTH CENTRAL LABORATORIES	539611	115604	Bod stnd	285.59
08/28/26	ODYSSEY POWER CORPORATION	92147870	115605	Minor serv all gens 8/6/26	2,900.00
08/28/26	O.P.E.N, AMERICA INC DBA OPENWORKS	INV-0023111	115606	Janitorial svc	6,449.00
08/28/26	O.P.E.N, AMERICA INC DBA OPENWORKS	INV-0023942	115606	Strip wax lab floor	3,721.00
08/28/26	PACE SUPPLY CORP	0911653865	115607	PVC parts	206.41
08/28/26	PAN-PACIFIC SUPPLY CO.	29620790A	115608	WAS pump #4 repair	9,606.19
08/28/26	PAPE MACHINERY	100636400	115609	Front loader rental	8,743.50
08/28/26	PAPE MACHINERY	1077428	115609	JLG radiator replaement	8,263.70
08/28/26	PFM ASSET MANAGEMENT LLC	15403688A	115610	Op Reserve	56.10
08/28/26	PFM ASSET MANAGEMENT LLC	15403688B	115610	Op Reserve	24.17
08/28/26	PFM ASSET MANAGEMENT LLC	15403688C	115610	Op Reserve	13.13
08/28/26	PFM ASSET MANAGEMENT LLC	15403688D	115610	Op Reserve	10.51
08/28/26	PFM ASSET MANAGEMENT LLC	15403688E	115610	CIP reserve	1,336.38
08/28/26	PFM ASSET MANAGEMENT LLC	15403688F	115610	CIP reserve	738.49
08/28/26	PFM ASSET MANAGEMENT LLC	15403688G	115610	CIP reserve	416.57
08/28/26	PFM ASSET MANAGEMENT LLC	15403688H	115610	CIP reserve	260.01
08/28/26	PFM ASSET MANAGEMENT LLC	15403688I	115610	St 2 Reserve	179.25
08/28/26	PFM ASSET MANAGEMENT LLC	15403688J	115610	St 2 Reserve	99.05
08/28/26	PFM ASSET MANAGEMENT LLC	15403688K	115610	St 2 Reserve	55.87
08/28/26	PFM ASSET MANAGEMENT LLC	15403688L	115610	St 2 Reserve	34.88
08/28/26	PACIFIC GAS AND ELECTRIC COMPANY	2608046591-9	115611	Gas GEG JUL26	636.16
08/28/26	PACIFIC GAS AND ELECTRIC COMPANY	2608184383-4A	115611	PGE LOAN PMT LIGHTS AUG26	5,107.15
08/28/26	PACIFIC GAS AND ELECTRIC COMPANY	2608184383-4B	115611	FRANCHISE TAX FEE AUG26	266.51
08/28/26	PACIFIC GAS AND ELECTRIC COMPANY	2608184383-4C	115611	ELEC MPPS AUG26	9,725.85
08/28/26	PACIFIC GAS AND ELECTRIC COMPANY	2608184383-4D	115611	ELEC RCPS SEAPT AUG26	14.78
08/28/26	PACIFIC GAS AND ELECTRIC COMPANY	2608184383-4E	115611	RCPS ELEC AUG26	35,018.53
08/28/26	PACIFIC GAS AND ELECTRIC COMPANY	2608184383-4F	115611	SCPS ELEC AUG26	2,385.93
08/28/26	PACIFIC GAS AND ELECTRIC COMPANY	2608184383-4G	115611	GAS PLANT AUG26	7,415.05
08/28/26	PACIFIC GAS AND ELECTRIC COMPANY	2608184383-4H	115611	ELEC PLANT AUG26	167,561.89
08/28/26	PACIFIC GAS AND ELECTRIC COMPANY	2608184383-4I	115611	1406 NAT GAS AUG26	72.06
08/28/26	PACIFIC GAS AND ELECTRIC COMPANY	2608184383-4J	115611	1406 ELEC AUG26	740.97
08/28/26	PIPE AND PLANT SOLUTIONS INC	25466-06	115612	8/10-8/12/26 9600PipeClean&Ins	31,706.40
08/28/26	PITNEY BOWES PURCHASE POWER POSTAGE	082526-1061-9174	115613	Postage for meter	53.20
08/28/26	PRAXAIR DISTRIBUTION INC DBA LINDE GAS & EQ	58553150	115614	Argon and hydrogen	461.00
08/28/26	RECOLOGY SAN MATEO COUNTY	62965074	115615	Gbg plant JUL26	2,457.18
08/28/26	RECOLOGY SAN MATEO COUNTY	62965264	115615	Garbage 1406 JUL26	194.21
08/28/26	RECOLOGY SAN MATEO COUNTY	62970132	115615	Bargabe RCPSrags JUL26	1,232.14
08/28/26	RED WING SHOE STORE	084ST1-2867660597	115616	Safety shoes TC	310.00
08/28/26	RED WING SHOE STORE	152ST1-2508378741	115616	Safety shoes CH	310.00
08/28/26	RED WING SHOE STORE	152ST1-2722529057	115616	Safety shoes ET	310.00
08/28/26	RED WING SHOE STORE	152ST1-2904867353	115616	Safety shoes MT	310.00
08/28/26	RELIANCE STANDARD LIFE INSURANCE COMPANY	GL150000364AUGUST2	115617	Life and AD&D	3,885.66
08/28/26	RENAISSANCE LIFE AND HEALTH INSURANCE	283283 AUGUST26	115618	AUG26 VisionDental Insurance	11,528.02
08/28/26	R.E.P. NUT N BOLT GUY	40941	115619	Gloves	1,867.88
08/28/26	REPUBLIC SERVICES #925	0925-001738404	115620	Pickup 7/14/26	1,297.58
08/28/26	RICE LAKE WEIGHING SYSTEMS	28664	115621	Balance certification	510.00
08/28/26	RICE LAKE WEIGHING SYSTEMS	5479428	115621	Thermometer verification	266.04
08/28/26	RICE LAKE WEIGHING SYSTEMS	5485531	115621	Balance onsite certification	510.00
08/28/26	RKI INSTRUMENTS INC.	580073	115622	Cal kit	683.63
08/28/26	REDWOOD CITY, CITY OF-FINANCE(acct,fuel,vehic	183126	115623	Accounting support JUL26	1,314.83
08/28/26	REDWOOD CITY, CITY OF-FINANCE(acct,fuel,vehic	184129	115623	Accounting support	1,314.83
08/28/26	REDWOOD CITY, CITY OF-FINANCE(acct,fuel,vehic	894029	115623	JUL26 vehicle repair	299.05
08/28/26	SCHNEIDER ELECTRIC BUILDINGS A	0001184494	115624	Q3 contract 8/1-10/31/26	1,701.00
08/28/26	SIGMA ALDRICH INC	571404472	115625	Flask qty2	499.84
08/28/26	SAN MATEO COUNTY MOSQUITO & VECTOR CON	SM-26-00075	115626	Mosq abatement JUL26	443.03

Date	Vendor Name	Vendor Document #	Payment #	Transaction Description	Net Paid
08/28/26	SONJA MARCK	#100-10	115627	Architect services	4,680.00
08/28/26	SUNBELT CONTROLS INC	261512	115628	Repair system RT	1,688.00
08/28/26	TELEPACIFIC COMMUNICATIONS	191577460-0	115629	Plant comm expense	1,344.45
08/28/26	THERMA LLC	101715	115630	Prev maint AC units	16,005.00
08/28/26	THERMA LLC	101781	115630	Incubator leak check repair	3,050.00
08/28/26	THERMA LLC	101936	115630	Prev maint a/c units	5,280.00
08/28/26	THYSSENKRUPP ELEVATOR CORPORAT	5003646912	115631	Elev 2 service 7/23/26	534.50
08/28/26	THYSSENKRUPP ELEVATOR CORPORAT	5003662045	115631	#3 gen power test fault 7/29/2	2,172.50
08/28/26	THYSSENKRUPP ELEVATOR CORPORAT	5003662206	115631	Elev 3 car door bent 7/27/26	1,558.25
08/28/26	TOTAL INDUSTRIES	IJ85000371	115632	TD cart repair SN217686	1,287.55
08/28/26	TOTAL INDUSTRIES	IM15029803	115632	TD cart inspection	732.00
08/28/26	TOTAL INDUSTRIES	IM19001623	115632	Service charge	27.56
08/28/26	TOTAL INDUSTRIES	IM19002884	115632	Service charge	27.56
08/28/26	UNIVAR SOLUTIONS USA	54067063	115633	Hypo del 7/28/26	12,992.35
08/28/26	UNIVAR SOLUTIONS USA	54071814	115633	Hypo del 8/3/26	13,007.31
08/28/26	UNIVAR SOLUTIONS USA	54071815	115633	Hypo del 7/31/26	12,930.55
08/28/26	UNIVAR SOLUTIONS USA	54073873	115633	Bisulfite 8/3/26	13,567.77
08/28/26	UNIVAR SOLUTIONS USA	54081131	115633	Hypo del 8/6/26	12,941.93
08/28/26	UNIVAR SOLUTIONS USA	54093179	115633	Hypo del 8/10/26	12,982.92
08/28/26	UNIVAR SOLUTIONS USA	54095974	115633	Hypo 8/13/26	12,866.81
08/28/26	UNIVAR SOLUTIONS USA	54099380	115633	4355 gal SBS 8/14/26	14,092.99
08/28/26	UNIVAR SOLUTIONS USA	54102566	115633	Hypo del 8/17/26	12,879.16
08/28/26	UNIVAR SOLUTIONS USA	54115017	115633	Hypo 8/22/26	13,013.17
08/28/26	U.S. BANK CORPORATE PAYMENT SYSTEMS	07222026AA1	115634	2026 WEFTEC reg	745.00
08/28/26	U.S. BANK CORPORATE PAYMENT SYSTEMS	07222026AA2	115634	WEF membership	148.00
08/28/26	U.S. BANK CORPORATE PAYMENT SYSTEMS	07222026AA3	115634	CASA Conf reg	925.00
08/28/26	U.S. BANK CORPORATE PAYMENT SYSTEMS	07222026CH	115634	CSMFO traing procuremnt	200.00
08/28/26	U.S. BANK CORPORATE PAYMENT SYSTEMS	07222026DB1	115634	EV charge	2.47
08/28/26	U.S. BANK CORPORATE PAYMENT SYSTEMS	07222026DB2	115634	EM Self Assemnt	52.84
08/28/26	U.S. BANK CORPORATE PAYMENT SYSTEMS	07222026DB3	115634	EV charge	52.20
08/28/26	U.S. BANK CORPORATE PAYMENT SYSTEMS	07222026DB4	115634	EV charge	36.56
08/28/26	U.S. BANK CORPORATE PAYMENT SYSTEMS	07222026DL1	115634	CS Fan return	366.74
08/28/26	U.S. BANK CORPORATE PAYMENT SYSTEMS	07222026DL2	115634	Safety comm lunch	373.77
08/28/26	U.S. BANK CORPORATE PAYMENT SYSTEMS	07222026EM1	115634	MM CWEA MEMB RENEW	251.00
08/28/26	U.S. BANK CORPORATE PAYMENT SYSTEMS	07222026EM10	115634	CH CWEA MEMB RENEW	259.00
08/28/26	U.S. BANK CORPORATE PAYMENT SYSTEMS	07222026EM2	115634	KL CWEA MEMB RENEW	251.00
08/28/26	U.S. BANK CORPORATE PAYMENT SYSTEMS	07222026EM3	115634	COFFEE FOR COMM TOUR`	22.10
08/28/26	U.S. BANK CORPORATE PAYMENT SYSTEMS	07222026EM4	115634	USPS OU\IL SAMP FOR ANALYSIS	16.40
08/28/26	U.S. BANK CORPORATE PAYMENT SYSTEMS	07222026EM5	115634	REDD DEB BOX D5243 7/16	707.00
08/28/26	U.S. BANK CORPORATE PAYMENT SYSTEMS	07222026EM6	115634	SR CWEA MEMB RENEW	259.00
08/28/26	U.S. BANK CORPORATE PAYMENT SYSTEMS	07222026EM7	115634	PB CWEA MEMB RENEW	259.00
08/28/26	U.S. BANK CORPORATE PAYMENT SYSTEMS	07222026EM8	115634	PH CWEA MEMB RENEW	259.00
08/28/26	U.S. BANK CORPORATE PAYMENT SYSTEMS	07222026EM9	115634	JM CWEA MEMB RENEW	259.00
08/28/26	U.S. BANK CORPORATE PAYMENT SYSTEMS	07222026JB1	115634	Supervisor assessment	50.28
08/28/26	U.S. BANK CORPORATE PAYMENT SYSTEMS	07222026JB2	115634	Supervisor assessment	75.28
08/28/26	U.S. BANK CORPORATE PAYMENT SYSTEMS	07222026JB3	115634	Supervisor assessment	66.18
08/28/26	U.S. BANK CORPORATE PAYMENT SYSTEMS	07222026JD1	115634	CEILING TILES	197.04
08/28/26	U.S. BANK CORPORATE PAYMENT SYSTEMS	07222026JD10	115634	PAPER TOWEL DISPENSER	110.51
08/28/26	U.S. BANK CORPORATE PAYMENT SYSTEMS	07222026JD2	115634	TOGGLE SWITCH qty3	80.31
08/28/26	U.S. BANK CORPORATE PAYMENT SYSTEMS	07222026JD3	115634	ELECTRIC ACTUATOR qty2	1,489.60
08/28/26	U.S. BANK CORPORATE PAYMENT SYSTEMS	07222026JD4	115634	DRAIN CLEANING MACHINE	535.54
08/28/26	U.S. BANK CORPORATE PAYMENT SYSTEMS	07222026JD5	115634	HANDY HOOK qty6	298.89
08/28/26	U.S. BANK CORPORATE PAYMENT SYSTEMS	07222026JD6	115634	PNEUMATIC CYLINDERS qty5	2,673.54
08/28/26	U.S. BANK CORPORATE PAYMENT SYSTEMS	07222026JD7	115634	FLEET WASH qty16	1,121.00
08/28/26	U.S. BANK CORPORATE PAYMENT SYSTEMS	07222026JD8	115634	CEILING TILES	197.04
08/28/26	U.S. BANK CORPORATE PAYMENT SYSTEMS	07222026JD9	115634	LID KIT, SAFETY BARS	337.90
08/28/26	U.S. BANK CORPORATE PAYMENT SYSTEMS	07222026JM1	115634	SVCW/RESCU Website	330.00
08/28/26	U.S. BANK CORPORATE PAYMENT SYSTEMS	07222026JM10	115634	Outreach Platform	84.00
08/28/26	U.S. BANK CORPORATE PAYMENT SYSTEMS	07222026JM11	115634	Commission Meeting supplies	30.28
08/28/26	U.S. BANK CORPORATE PAYMENT SYSTEMS	07222026JM12	115634	Public Relations Platform	59.00

Date	Vendor Name	Vendor Document #	Payment #	Transaction Description	Net Paid
08/28/26	U.S. BANK CORPORATE PAYMENT SYSTEMS	07222026JM13	115634	New Hire Lunch	85.18
08/28/26	U.S. BANK CORPORATE PAYMENT SYSTEMS	07222026JM14	115634	Design Platform	25.00
08/28/26	U.S. BANK CORPORATE PAYMENT SYSTEMS	07222026JM15	115634	Commission Meeting supplies	44.25
08/28/26	U.S. BANK CORPORATE PAYMENT SYSTEMS	07222026JM2	115634	SVCW/RESCU Website	149.00
08/28/26	U.S. BANK CORPORATE PAYMENT SYSTEMS	07222026JM3	115634	SVCW/RESCU Website	15.00
08/28/26	U.S. BANK CORPORATE PAYMENT SYSTEMS	07222026JM4	115634	Business License	2.00
08/28/26	U.S. BANK CORPORATE PAYMENT SYSTEMS	07222026JM5	115634	Business License	4.00
08/28/26	U.S. BANK CORPORATE PAYMENT SYSTEMS	07222026JM6	115634	Interview Lunch	131.89
08/28/26	U.S. BANK CORPORATE PAYMENT SYSTEMS	07222026JM7	115634	Lunchroom Monitors	27.08
08/28/26	U.S. BANK CORPORATE PAYMENT SYSTEMS	07222026JM8	115634	Interview Breakfast	23.74
08/28/26	U.S. BANK CORPORATE PAYMENT SYSTEMS	07222026JM9	115634	PM Communication Platform	140.00
08/28/26	U.S. BANK CORPORATE PAYMENT SYSTEMS	07222026MA1	115634	Fleet toll	25.00
08/28/26	U.S. BANK CORPORATE PAYMENT SYSTEMS	07222026MA2	115634	GFOA membership	200.00
08/28/26	U.S. BANK CORPORATE PAYMENT SYSTEMS	07222026MA3	115634	Fleet toll	25.00
08/28/26	U.S. BANK CORPORATE PAYMENT SYSTEMS	07222026MA4	115634	Ins board travel	482.79
08/28/26	U.S. BANK CORPORATE PAYMENT SYSTEMS	07222026MZ1	115634	Review Lunch	70.01
08/28/26	U.S. BANK CORPORATE PAYMENT SYSTEMS	07222026MZ2	115634	Legislative meeting	25.75
08/28/26	U.S. BANK CORPORATE PAYMENT SYSTEMS	07222026MZ3	115634	Legislative meeting	3.00
08/28/26	U.S. BANK CORPORATE PAYMENT SYSTEMS	07222026MZ4	115634	Meeting w/ Chair	99.31
08/28/26	U.S. BANK CORPORATE PAYMENT SYSTEMS	07222026MZ5	115634	Conference Registration	592.25
08/28/26	U.S. BANK CORPORATE PAYMENT SYSTEMS	07222026PH1	115634	For work phone laptp	231.51
08/28/26	U.S. BANK CORPORATE PAYMENT SYSTEMS	07222026PH2	115634	Tristate conf	465.80
08/28/26	U.S. BANK CORPORATE PAYMENT SYSTEMS	07222026RC1	115634	Microsoft Training	45.60
08/28/26	U.S. BANK CORPORATE PAYMENT SYSTEMS	07222026RC2	115634	Workplan software	4,024.83
08/28/26	U.S. BANK CORPORATE PAYMENT SYSTEMS	07222026RC3	115634	Password management	408.00
08/28/26	U.S. BANK CORPORATE PAYMENT SYSTEMS	07222026RC4	115634	Security Membership	130.00
08/28/26	U.S. BANK CORPORATE PAYMENT SYSTEMS	07222026RC5	115634	Domain Renewal	23.19
08/28/26	U.S. BANK CORPORATE PAYMENT SYSTEMS	07222026RC6	115634	Website operating fee	239.98
08/28/26	U.S. BANK CORPORATE PAYMENT SYSTEMS	07222026RH1	115634	Trypic soy agar	54.54
08/28/26	U.S. BANK CORPORATE PAYMENT SYSTEMS	07222026RH2	115634	Probe stir shaft	154.20
08/28/26	U.S. BANK CORPORATE PAYMENT SYSTEMS	07222026SA1	115634	Wire crimper qty1	54.90
08/28/26	U.S. BANK CORPORATE PAYMENT SYSTEMS	07222026SA2	115634	squeegees qty4	157.02
08/28/26	U.S. BANK CORPORATE PAYMENT SYSTEMS	07222026SA3	115634	Collapsible Containers qty2	1,093.58
08/28/26	U.S. BANK CORPORATE PAYMENT SYSTEMS	07222026SA4	115634	Spray Nozzle qty3	437.73
08/28/26	U.S. BANK CORPORATE PAYMENT SYSTEMS	07222026SA5	115634	Drain Cleaning PIN Keys	28.33
08/28/26	U.S. BANK CORPORATE PAYMENT SYSTEMS	07222026SS	115634	Lunch meeting	129.17
08/28/26	VALLEY OIL COMPANY (VEHICLE FUEL)	262652	115635	Clr diesel AUG26	449.76
08/28/26	VALLEY OIL COMPANY (VEHICLE FUEL)	263091	115635	Clr diesel AUG26	509.87
08/28/26	VALLEY OIL COMPANY (VEHICLE FUEL)	263892	115635	Clr diesel AUG26	536.62
08/28/26	VAPEX ENVIRONMENTAL TECHNOLOGIES	00002097	115636	EWAS agreement	28,000.00
08/28/26	VERIZON CONNECT FLEET USA LLC	348000076888	115637	Fleet mgmt subscription	1,864.87
08/28/26	VERIZON WIRELESS	6151467837	115638	Monthly cell expense	2,229.48
08/28/26	WATEREUSE ASSOCIATION	10149	115639	New utilities membership	15,342.49
08/28/26	THE WATER RESEARCH FOUNDATION	INV537	115640	Miti ready methane emis at WRR	40,000.00
08/28/26	WAXIE SANITARY SUPPLY	84069635	115641	Janitorial supply	112.40
08/28/26	WESTECH	PS-INV109053	115642	Mesh panel	5,528.56
08/21/26	NAVIA BENEFIT SOLUTIONS	202601-PPE081526	EFT000000008548	Navia H/D FSAs PPE081526	4,409.34
08/21/26	MISSIONSQUARE(formerly M&T) ICMA	803827-PPE081526	EFT000000008549	EE & ER HSA PPE081526	9,796.73
08/21/26	STATIONARY ENGINEERS LOCAL 39 DATA CTR	08212026	EFT000000008550	Union Dues PPE 081526	2,968.65
08/21/26	NATIONWIDE RETIREMENT SOLUTIONS	40944-001-PPE081526	EFT000000008551	NRS DC/ROTH PPE 081526	27,032.40
08/21/26	ADP	728895773	EFT000000008552	ADP API connection	169.75
08/28/26	ADP	729329092	EFT000000008553	Payroll svc ppe081526	714.67
08/28/26	CASCADE INTEGRATION & DEVELOPMENT	5683	EFT000000008554	7/23-7/27/26 9223CtrlSysIntSvc	461.25
08/28/26	CASCADE INTEGRATION & DEVELOPMENT	5684	EFT000000008554	7/6-7/21/26 9269EngDsgnSpptSvc	1,127.50
08/28/26	CASCADE INTEGRATION & DEVELOPMENT	5695	EFT000000008554	7/1-7/29/26 9242SysIntSvcs	7,933.50
08/28/26	CASCADE INTEGRATION & DEVELOPMENT	5696	EFT000000008554	JUL26 set up config Avena	3,075.00
08/28/26	CASCADE INTEGRATION & DEVELOPMENT	5697	EFT000000008554	7/1-7/31/26 9257SCADAPrgSysInt	7,841.25
08/28/26	DMJ GAS MARKETING CONSULTANTS, LLC	826-01	EFT000000008555	3rd party gas AUG26	2,571.84
08/28/26	LARRY EDDINGS	20260828-LED	EFT000000008556	CWEA North coast training	1,218.57
08/28/26	EDGLEY, KIP D.	2508_15_2026-15	EFT000000008557	7/6-8/2/26 CIPProjsCnsltSvcLbr	14,258.41

Silicon Valley Clean Water
Warrant Register August 18-August 31, 2026

Date	Vendor Name	Vendor Document #	Payment #	Transaction Description	Net Paid
08/28/26	EDGLEY, KIP D.	2508_15_2026-15A	EFT000000008557	7/6-8/2/26 CIPProjsConsltSvcs	6,139.71
08/28/26	FOSTER & FOSTER INC.	43442	EFT000000008558	FY 26 GASB 68&75 report & JES	3,500.00
08/28/26	GAWAT, MARIA	08282026 MLG	EFT000000008559	NEMC conference	1,075.58
08/28/26	HARMONYSCAPES LLC	2447	EFT000000008560	AUG26 landscape	4,400.00
08/28/26	INTUITIVE TACTICAL CONSULTING	1629	EFT000000008561	Strata cloud manager	30,797.70
08/28/26	INTUITIVE TACTICAL CONSULTING	1630	EFT000000008561	Cortex renewal	65,714.30
08/28/26	INTUITIVE TACTICAL CONSULTING	1635A	EFT000000008561	Monthly mgd svc	5,400.00
08/28/26	INTUITIVE TACTICAL CONSULTING	1635B	EFT000000008561	Webex monthly	600.00
08/28/26	INTUITIVE TACTICAL CONSULTING	1635C	EFT000000008561	DUO and logicmonitor	2,705.00
08/28/26	INTUITIVE TACTICAL CONSULTING	1636	EFT000000008561	Smartnet renew	23,354.24
08/28/26	KOPTI, CHRISTINE	082826CK	EFT000000008562	Safety shoes CK	307.63
08/28/26	MILLER, JAYDEN	20260814-JMI	EFT000000008563	OT meal 8/12/26 JM OR	40.00
08/28/26	NANNI, DOMINIC	20260828DN	EFT000000008564	Confined space training	1,553.65
08/28/26	NORTHEAST-WESTERN ENERGY SYSTEMS USA LL(	2026100333	EFT000000008565	OPH #1 AUG26	19,050.48
08/28/26	NORTHEAST-WESTERN ENERGY SYSTEMS USA LL(	2026100336	EFT000000008565	OPH AUG26 #2	17,066.06
08/28/26	NORTHEAST-WESTERN ENERGY SYSTEMS USA LL(	20261600582	EFT000000008565	Spark plug cables qty6	2,011.20
08/28/26	NORTHEAST-WESTERN ENERGY SYSTEMS USA LL(	20261600601	EFT000000008565	Temp sensor qty6	1,637.37
08/28/26	Nexinite, LLC.	INV-003237	EFT000000008566	Business Central (BC) integration	10,352.50
08/28/26	Nexinite, LLC.	INV-003512	EFT000000008566	Gateway support	414.00
08/28/26	Nexinite, LLC.	INV-003521	EFT000000008566	O365 storage	825.64
08/28/26	Nexinite, LLC.	INV-003540	EFT000000008566	Nexinite - EIMS Support	414.00
08/28/26	MARCOS SANDOVAL	20260828MS	EFT000000008567	Confined space training	1,396.05
08/28/26	ADAM SCHONE	20260820-ASC	EFT000000008568	A Schone OT meal 8/20/26	20.00
08/28/26	SYNAGRO TECHNOLOGIES INC	70547	EFT000000008569	Biosolids haul JUL26	49,201.28
08/28/26	TECHNOLOGY MANAGEMENT CONCEPTS	78406	EFT000000008570	Business Central (BC) testing	11,280.00
08/28/26	TECHNOLOGY MANAGEMENT CONCEPTS	78488	EFT000000008570	BC training and testing	6,300.00
08/28/26	TECHNOLOGY MANAGEMENT CONCEPTS	HINV16271	EFT000000008570	BC 10/1-9/31/26 subscription	8,870.40
08/28/26	VWR INTERNATIONAL, LLC	8822268055	EFT000000008571	Pot chloride qty2	228.39
08/28/26	VWR INTERNATIONAL, LLC	8822335765	EFT000000008571	Reclosable bag	141.52
				TOTAL	**$ 1,290,117.47**

THIS IS TO CERTIFY THAT THE CLAIMS LISTED ON PAYMENTS NUMBERED FROM 115572 THROUGH 115642 INCLUSIVE, AND/OR ELECTRONIC FUND TRANSFERRED ITEMS NUMBERED EFT000000008548 THROUGH EFT000000008571 INCLUSIVE, TOTALING IN THE AMOUNT OF $1,290,117.47 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,

9/1/2026

MATTHEW ANDERSON, TREASURER **DATE**

Molly Gonzalez

09/30/2026

MOLLY GONZALEZ ON BEHALF OF BETH GOLDBERG, CONTROLLER **DATE**

Silicon Valley Clean Water
Warrant Register September 1-September 14, 2026

Date	Vendor Name	Vendor Document #	Payment #	Transaction Description	Net Paid
09/11/26	ALPHA ANALYTICAL LABORATORIES	SVCW1073A	115643	Lab testing	$ 9,257.00
09/11/26	ALPHA ANALYTICAL LABORATORIES	SVCW1073B	115643	General lab test	341.00
09/11/26	ALPHA ANALYTICAL LABORATORIES	SVCW1073C	115643	Menlo park lab test	81.00
09/11/26	ALPHA ANALYTICAL LABORATORIES	SVCW1073D	115643	Fair oaks lab test	718.00
09/11/26	AMAZON CAPITAL SERVICES, INC.	1DC3-F3MD-QKNQ	115644	Office supply	105.24
09/11/26	AMAZON CAPITAL SERVICES, INC.	1F11-FGYD-K636	115644	Desktop supply	38.31
09/11/26	AMAZON CAPITAL SERVICES, INC.	1FML-R1TF-L4QR	115644	Lab supply	283.21
09/11/26	AMAZON CAPITAL SERVICES, INC.	1MQ9-6D7M-KQ6D	115644	Office supply	16.69
09/11/26	AMAZON CAPITAL SERVICES, INC.	1NJK-QLMR-Y4X4	115644	Batteries for Eaton 9130	344.16
09/11/26	AMAZON CAPITAL SERVICES, INC.	1PNJ-DLGM-JJHX	115644	Safety hearing protection	9.44
09/11/26	AMAZON CAPITAL SERVICES, INC.	1V46-YW6V-MWRF	115644	Sampling supplies	345.98
09/11/26	AMAZON CAPITAL SERVICES, INC.	1YWG-K14P-HJ1Q	115644	Cable ties	51.51
09/11/26	AMAZON CAPITAL SERVICES, INC.	1YWG-K14P-QDRQ	115644	Toner	450.48
09/11/26	AMERIGAS PROPANE LP	3193078795	115645	Propane use AUG26	103.39
09/11/26	EILEEN GOODWIN	#10	115646	JPA coordination services	4,960.17
09/11/26	EILEEN GOODWIN	#9	115646	JPA coordination services	1,653.39
09/11/26	APPLEONE EMPLOYMENT SERVICES	01-7356423	115647	Temporary employment	4,017.20
09/11/26	APPLEONE EMPLOYMENT SERVICES	01-7358555	115647	Temporary employment	4,017.20
09/11/26	APPLEONE EMPLOYMENT SERVICES	01-7364839	115647	Temporary employment	4,017.20
09/11/26	APPLEONE EMPLOYMENT SERVICES	01-7368047	115647	Temporary employment	803.44
09/11/26	BACKFLOW PREVENTION SPECIALIST	6819	115648	Backflow prev RCPS	595.04
09/11/26	BACKFLOW PREVENTION SPECIALIST	6868	115648	Backflow Prev MPPS	432.02
09/11/26	BEECHER ENGINEERING	0826-85	115649	7/25-8/24/26 9247EESvcKhStdPwr	382.00
09/11/26	BEECHER ENGINEERING	0826-91	115649	7/25-8/24/26 9269EESpptSvcs	30,178.00
09/11/26	BEECHER ENGINEERING	0826-92	115649	7/25-8/24/26 9269ESDC	32,470.00
09/11/26	BEECHER ENGINEERING	0826-97	115649	7/25-8/24/26FY26-27AsNdElecSvc	191.00
09/11/26	BIOFORCETECH CORPORATION	INV_XB4_SVCW66	115650	Receivings Transaction Entry	11,999.99
09/11/26	BROWN & CALDWELL CORP	11614679	115651	07/24-08/20/26 9269ESDC	8,795.82
09/11/26	CALTEST ANALYTICAL LABORATORY	743163	115652	Nitrate	59.40
09/11/26	CANON FINANCIAL SERVICES INC	43794994	115653	Monthly copier lease	2,277.87
09/11/26	CA ST-BOARD OF EQUALIZATION-qtrly sales tax p	19-751218 AUG26	115654	Sales tax AUG26	152.00
09/11/26	CA ST-FRANCHISE TAX BOARD-CASTFRANCHTAX0	94-2401137592P3	115655	Jun-Aug26 Non resident wh	2,855.65
09/11/26	CALIFORNIA WATER SERVICE CO	26081888850	115656	SCPS water AUG26	108.55
09/11/26	CDM SMITH INC.	90271434	115657	7/1-8/15/26 9223ProgDsgnRpt	1,379.50
09/11/26	CIVIC EDGE CONSULTING LLC	20260810-0001-SVCW0	115658	Communication consulting	4,455.00
09/11/26	CLASSPASS LLC	8CC60590-0019	115659	ClassPass fee	2,465.00
09/11/26	COMCAST CORPORATION	281749911A	115660	MPPS comm expense	693.95
09/11/26	COMCAST CORPORATION	281749911B	115660	RWPS comm expense	540.95
09/11/26	COMCAST CORPORATION	281749911C	115660	SCPS comm expense	540.95
09/11/26	COMCAST CORPORATION	281749911D	115660	Plant comm expense	2,676.92
09/11/26	C. OVERAA & CO	PPR 002-PO110023	115661	08/01/-31/26 9244Construction	166,250.00
09/11/26	C. OVERAA & CO	PPR 011 - PO 109090	115661	7/1-7/31/26 9269Construction	526,993.03
09/11/26	C. OVERAA & CO	PPR 012-PO109090	115661	08/01-31/26 9269Construction	63,914.10
09/11/26	CRANETECH INC	INV5005813	115662	Qtly crane insp and pms AUG26	2,720.00
09/11/26	DEWEY SVCS INC DBA DEWEY PEST CONTROL CO	18251837	115663	Pest control SEP26	643.00
09/11/26	GRAPHIC PRODUCTS INC DBA DURALABEL	2837648	115664	Labels	723.22
09/11/26	D.W. NICHOLSON CORPORATION	PPR 006 RR-PO108187	115665	02/04/25-01/23/25 9247ConstRR	34,527.37
09/11/26	EXPONENT, INC.	645046	115666	Fan failure professional engineering	13,748.15
09/11/26	FED EX	9-402-99289A	115667	Shipping expense	37.29
09/11/26	FED EX	9-402-99289B	115667	Shipping expense	9.47
09/11/26	FED EX	9-402-99289C	115667	Shipping expense	7.43
09/11/26	FED EX	9-430-80457	115667	Shipping expense	95.82
09/11/26	FED EX	9-440-16763A	115667	Shipping expense	14.94
09/11/26	FED EX	9-440-16763B	115667	Shipping expense	44.87
09/11/26	FISHER SCIENTIFIC COMPANY, LLC	0837868	115668	Nitrate acid	248.23
09/11/26	FOURNIER INDUSTRIES, INC.	FC201931	115669	Filtering element equipment	24,424.55
09/11/26	GRAINGER	9042574823	115670	Check valve qty3	469.55
09/11/26	GRAINGER	9050348904	115670	Insulating gloves	515.10
09/11/26	GRAINGER	9050790071	115670	Arc flash safety clothing	2,232.07
09/11/26	GRAINGER	9052372803	115670	Float switch	203.31

Date	Vendor Name	Vendor Document #	Payment #	Transaction Description	Net Paid
09/11/26	GRAINGER	9056078067	115670	Gen purpose motor	2,075.22
09/11/26	GRAINGER	9062033387	115670	Filter qty3	97.57
09/11/26	GRAINGER	9064606206	115670	Ball valve	300.08
09/11/26	GRAINGER	JS083126-00 FIS	115670	Ear plugs qty5	278.54
09/11/26	HANSON BRIDGETT LLP	1566414	115671	Legal services	4,100.00
09/11/26	HANSON BRIDGETT LLP	1566415	115671	Legal services	3,100.00
09/11/26	HANSON BRIDGETT LLP	1566416	115671	Legal services	350.00
09/11/26	HANSON BRIDGETT LLP	1566417	115671	Legal services	2,480.00
09/11/26	HANSON BRIDGETT LLP	1566420	115671	Legal services	700.00
09/11/26	HANSON BRIDGETT LLP	1566421	115671	Permit Nutrients	7,195.00
09/11/26	HAZEN AND SAWYER	0000001	115672	7/1-7/31/26 9402STARMbrAgcyFlw	3,195.00
09/11/26	HAZEN AND SAWYER	20256-000-23	115672	07/01-31/26 9402StrategicTreat	20,877.50
09/11/26	HF&H CONSULTANTS LLC	9723424	115673	Rate and charge analysis	812.50
09/11/26	iPARAMETRICS LLC	7051	115674	Grant assistance	398.75
09/11/26	JULIA HUGHES	#19	115675	Communications consulting	8,225.00
09/11/26	KEMIRA WATER SOLUTIONS INC	9017957072	115676	Ferric del 9/2/26	13,383.96
09/11/26	LIBERTY MUTUAL INSURANCE	11531845	115677	OCIP WC deductible	59.90
09/11/26	LIEBERT CASSIDY WHITMORE	330001	115678	Legal services	357.00
09/11/26	MARLIN LEASING DBA PEAC SOLUTION	42642479	115679	Monthly copier leases	1,762.40
09/11/26	MENLO PARK, CITY OF-MUNICIPAL WATER	26082912955	115680	MPPS water AUG26	322.31
09/11/26	MRU INSTRUMENTS, INC.	7008984	115681	Calibrate Optima 7	1,364.50
09/11/26	MUNICIPAL RESOURCE GROUP LLC	260864	115682	Leadership training	31,225.00
09/11/26	PACIFIC GAS AND ELECTRIC COMPANY NON-ENEI	0008549632-1	115683	Elec dep load JUL26	17,387.65
09/11/26	POLYDYNE, INC.	2060725	115684	18 T C-6265 polymer	54,585.90
09/11/26	PURE TEC INDUSTRIAL WATER	2444453	115685	Puretec	153.79
09/11/26	QUINCY COMPRESSOR LLC owned by Atlas Copco	1126070629	115686	Compressed air filter	361.26
09/11/26	RADWELL INTERNATIONAL LLC	36832041	115687	3 way isolator	675.62
09/11/26	RADWELL INTERNATIONAL LLC	36838358	115687	Liquid flow switch qty3	2,152.18
09/11/26	RADWELL INTERNATIONAL LLC	36839834	115687	Pressure transmitter qty3	493.70
09/11/26	RADWELL INTERNATIONAL LLC	36855940	115687	Mini mcr-2-pot	1,082.21
09/11/26	RED WING SHOE STORE	152ST1-3143774165	115688	Safety shoes PG	310.00
09/11/26	SIGMA ALDRICH INC	571057065A	115689	Flask qty1	249.92
09/11/26	SAN MATEO COUNTY ENVIRONMENTAL	00161090	115690	CUPA settlement fee	10,500.00
09/11/26	SOUTHWEST VALVE, LLC	70714B58702	115691	Carbon steel	910.09
09/11/26	TELEDYNE INSTRUMENTS INC	S020791437	115692	Pump asm	2,739.18
09/11/26	THERMA LLC	80545	115693	Lab incubator oil	984.49
09/11/26	TOTAL INDUSTRIES	IJ85000372	115694	36 volt kit	1,018.98
09/11/26	UNIFIRST CORPORATION	2410210773	115695	Uniform laundry	712.47
09/11/26	UNIFIRST CORPORATION	2410212234	115695	Uniform laundry SEP26	693.80
09/11/26	UNIVAR SOLUTIONS USA	54128002	115696	Hypo 8/26/26	13,012.84
09/11/26	UNIVAR SOLUTIONS USA	54132802	115696	SBS bisulfite 8/31/26	14,489.80
09/11/26	UNIVAR SOLUTIONS USA	54138099	115696	Hypo del 9/1/26	13,016.74
09/11/26	UNIVAR SOLUTIONS USA	54147448	115696	Hypo del 9/4/26	13,014.13
09/11/26	U.S. BANK CORPORATE PAYMENT SYSTEMS	08242026AA1	115697	Parking BAAD BACWA MTG	27.00
09/11/26	U.S. BANK CORPORATE PAYMENT SYSTEMS	08242026AA2	115697	Lodging/parking CASA AC26-NAPA	1,517.69
09/11/26	U.S. BANK CORPORATE PAYMENT SYSTEMS	08242026AA3	115697	Airfare for WEFTEC26	641.80
09/11/26	U.S. BANK CORPORATE PAYMENT SYSTEMS	08242026AA4	115697	Parking@BAAD BACWA MTG	27.00
09/11/26	U.S. BANK CORPORATE PAYMENT SYSTEMS	08242026BP	115697	CWEA ECI renew MS	128.00
09/11/26	U.S. BANK CORPORATE PAYMENT SYSTEMS	08242026DB1	115697	EV FLEET CHARGE	35.94
09/11/26	U.S. BANK CORPORATE PAYMENT SYSTEMS	08242026DB2	115697	FLEET CAR WASH	54.99
09/11/26	U.S. BANK CORPORATE PAYMENT SYSTEMS	08242026DB3	115697	UBR 2 CONF. HOTEL	36.95
09/11/26	U.S. BANK CORPORATE PAYMENT SYSTEMS	08242026DB4	115697	UBR 2 SJC	32.71
09/11/26	U.S. BANK CORPORATE PAYMENT SYSTEMS	08242026DB5	115697	UBR 2 LAS	24.38
09/11/26	U.S. BANK CORPORATE PAYMENT SYSTEMS	08242026DB6	115697	TRISTATE CONFERENCE	394.05
09/11/26	U.S. BANK CORPORATE PAYMENT SYSTEMS	08242026EM1	115697	VT-ANN CWEA MEMB	259.00
09/11/26	U.S. BANK CORPORATE PAYMENT SYSTEMS	08242026EM2	115697	SETH, VT, OIT APPS	4.25
09/11/26	U.S. BANK CORPORATE PAYMENT SYSTEMS	08242026EM3	115697	CERT MAIL AIS 7/31/26	18.45
09/11/26	U.S. BANK CORPORATE PAYMENT SYSTEMS	08242026EM4	115697	EVENT REFRESHMTS	40.93
09/11/26	U.S. BANK CORPORATE PAYMENT SYSTEMS	08242026EM5	115697	MIX LIQ SAMPLES	350.00
09/11/26	U.S. BANK CORPORATE PAYMENT SYSTEMS	08242026JB	115697	Self assessment lunch	61.02

Date	Vendor Name	Vendor Document #	Payment #	Transaction Description	Net Paid
09/11/26	U.S. BANK CORPORATE PAYMENT SYSTEMS	08242026JD1	115697	NEW GBT CANOPY	3,467.53
09/11/26	U.S. BANK CORPORATE PAYMENT SYSTEMS	08242026JD2	115697	FIBER MEDIA CONVERTERS	503.23
09/11/26	U.S. BANK CORPORATE PAYMENT SYSTEMS	08242026JD3	115697	ELECT DOOR LOCK	160.42
09/11/26	U.S. BANK CORPORATE PAYMENT SYSTEMS	08242026JD4	115697	DRAIN JET	142.22
09/11/26	U.S. BANK CORPORATE PAYMENT SYSTEMS	08242026JD5	115697	SHIELDED CABLE	2,106.85
09/11/26	U.S. BANK CORPORATE PAYMENT SYSTEMS	08242026JD6	115697	NEW GBT CANOPY	3,467.52
09/11/26	U.S. BANK CORPORATE PAYMENT SYSTEMS	08242026JF	115697	Calpers ED forum	75.00
09/11/26	U.S. BANK CORPORATE PAYMENT SYSTEMS	08242026JM1	115697	SVCW/RESCU Website	330.00
09/11/26	U.S. BANK CORPORATE PAYMENT SYSTEMS	08242026JM10	115697	Interview Lunch	119.34
09/11/26	U.S. BANK CORPORATE PAYMENT SYSTEMS	08242026JM11	115697	Design Platform	50.00
09/11/26	U.S. BANK CORPORATE PAYMENT SYSTEMS	08242026JM12	115697	SVCW/RESCU Website	330.00
09/11/26	U.S. BANK CORPORATE PAYMENT SYSTEMS	08242026JM2	115697	SVCW/RESCU Website	15.00
09/11/26	U.S. BANK CORPORATE PAYMENT SYSTEMS	08242026JM3	115697	Annual Paper Shred	345.00
09/11/26	U.S. BANK CORPORATE PAYMENT SYSTEMS	08242026JM4	115697	Lunchroom Monitors	27.08
09/11/26	U.S. BANK CORPORATE PAYMENT SYSTEMS	08242026JM5	115697	PM Communication Platform	140.00
09/11/26	U.S. BANK CORPORATE PAYMENT SYSTEMS	08242026JM6	115697	Marketing Platform	77.10
09/11/26	U.S. BANK CORPORATE PAYMENT SYSTEMS	08242026JM7	115697	Marketing Platform	77.09
09/11/26	U.S. BANK CORPORATE PAYMENT SYSTEMS	08242026JM8	115697	PM Communication Platform	58.71
09/11/26	U.S. BANK CORPORATE PAYMENT SYSTEMS	08242026JM9	115697	Public Relations Platform	59.00
09/11/26	U.S. BANK CORPORATE PAYMENT SYSTEMS	08242026MA1	115697	CSRMA Board Mtg	221.41
09/11/26	U.S. BANK CORPORATE PAYMENT SYSTEMS	08242026MA10	115697	UWI Transportation	82.44
09/11/26	U.S. BANK CORPORATE PAYMENT SYSTEMS	08242026MA11	115697	UWI Transportation	648.48
09/11/26	U.S. BANK CORPORATE PAYMENT SYSTEMS	08242026MA2	115697	Fleet Cleaning	185.00
09/11/26	U.S. BANK CORPORATE PAYMENT SYSTEMS	08242026MA3	115697	To be reimbursed	37.48
09/11/26	U.S. BANK CORPORATE PAYMENT SYSTEMS	08242026MA4	115697	Fleet tolls	25.00
09/11/26	U.S. BANK CORPORATE PAYMENT SYSTEMS	08242026MA5	115697	Lunch, Financial Advisors	75.06
09/11/26	U.S. BANK CORPORATE PAYMENT SYSTEMS	08242026MA6	115697	EV Charge	2.01
09/11/26	U.S. BANK CORPORATE PAYMENT SYSTEMS	08242026MA7	115697	CASA Conf Hotel	1,034.25
09/11/26	U.S. BANK CORPORATE PAYMENT SYSTEMS	08242026MA8	115697	Fleet tolls	25.00
09/11/26	U.S. BANK CORPORATE PAYMENT SYSTEMS	08242026MA9	115697	Fleet tolls	25.00
09/11/26	U.S. BANK CORPORATE PAYMENT SYSTEMS	08242026MZ1	115697	CASA event	85.00
09/11/26	U.S. BANK CORPORATE PAYMENT SYSTEMS	08242026MZ10	115697	UWI Transporation	100.50
09/11/26	U.S. BANK CORPORATE PAYMENT SYSTEMS	08242026MZ2	115697	CASA parking	46.95
09/11/26	U.S. BANK CORPORATE PAYMENT SYSTEMS	08242026MZ3	115697	CASA hotel	1,034.25
09/11/26	U.S. BANK CORPORATE PAYMENT SYSTEMS	08242026MZ4	115697	UWI flight	541.79
09/11/26	U.S. BANK CORPORATE PAYMENT SYSTEMS	08242026MZ5	115697	UWI flight	22.56
09/11/26	U.S. BANK CORPORATE PAYMENT SYSTEMS	08242026MZ6	115697	UWI flight	23.64
09/11/26	U.S. BANK CORPORATE PAYMENT SYSTEMS	08242026MZ7	115697	UWI Transportation	42.47
09/11/26	U.S. BANK CORPORATE PAYMENT SYSTEMS	08242026MZ8	115697	USI transportation	100.50
09/11/26	U.S. BANK CORPORATE PAYMENT SYSTEMS	08242026PH1	115697	Materials	32.48
09/11/26	U.S. BANK CORPORATE PAYMENT SYSTEMS	08242026PH10	115697	Transportation at tristate sem	26.62
09/11/26	U.S. BANK CORPORATE PAYMENT SYSTEMS	08242026PH2	115697	Materials	386.68
09/11/26	U.S. BANK CORPORATE PAYMENT SYSTEMS	08242026PH3	115697	Meal at tristate seminar	30.58
09/11/26	U.S. BANK CORPORATE PAYMENT SYSTEMS	08242026PH4	115697	Transportation at tristate sem	18.58
09/11/26	U.S. BANK CORPORATE PAYMENT SYSTEMS	08242026PH5	115697	Transportation at tristate sem	25.94
09/11/26	U.S. BANK CORPORATE PAYMENT SYSTEMS	08242026PH6	115697	Transportation at tristate sem	22.86
09/11/26	U.S. BANK CORPORATE PAYMENT SYSTEMS	08242026PH7	115697	Meal at tristate seminar	38.49
09/11/26	U.S. BANK CORPORATE PAYMENT SYSTEMS	08242026PH8	115697	Meals at tristate seminar	28.93
09/11/26	U.S. BANK CORPORATE PAYMENT SYSTEMS	08242026PH9	115697	Lodging at tristate seminar	394.05
09/11/26	U.S. BANK CORPORATE PAYMENT SYSTEMS	08242026RC1	115697	Marketing Shared Calendar	46.80
09/11/26	U.S. BANK CORPORATE PAYMENT SYSTEMS	08242026RC2	115697	MS training Jlong	49.20
09/11/26	U.S. BANK CORPORATE PAYMENT SYSTEMS	08242026RC3	115697	GIS Softwarwe	700.00
09/11/26	U.S. BANK CORPORATE PAYMENT SYSTEMS	08242026RH1	115697	Lab - Balance Cover	192.22
09/11/26	U.S. BANK CORPORATE PAYMENT SYSTEMS	08242026RH2	115697	Lab - Calibration Gas	1,439.39
09/11/26	U.S. BANK CORPORATE PAYMENT SYSTEMS	08242026RH3	115697	Lab - Paper Funnels	43.42
09/11/26	U.S. BANK CORPORATE PAYMENT SYSTEMS	08242026SA1	115697	Double Sided Mounting tape	21.93
09/11/26	U.S. BANK CORPORATE PAYMENT SYSTEMS	08242026SA2	115697	Weather Proof Box Extension	84.91
09/11/26	U.S. BANK CORPORATE PAYMENT SYSTEMS	08242026SA3	115697	Door cable pulley	111.34
09/11/26	U.S. BANK CORPORATE PAYMENT SYSTEMS	08242026SA4	115697	Traffic Barricade	934.81
09/11/26	U.S. BANK CORPORATE PAYMENT SYSTEMS	08242026SA5	115697	WO4528 - Allen Bradley	1,677.79

Date	Vendor Name	Vendor Document #	Payment #	Transaction Description	Net Paid
09/11/26	U.S. BANK CORPORATE PAYMENT SYSTEMS	08242026SA6	115697	WO4528 - Allen Bradley-Radwell	1,093.26
09/11/26	U.S. BANK CORPORATE PAYMENT SYSTEMS	08242026SA7	115697	SRT1500XLA	2,900.70
09/11/26	U.S. BANK CORPORATE PAYMENT SYSTEMS	08242026SR	115697	Dishwasher repair	298.65
09/11/26	U.S. BANK CORPORATE PAYMENT SYSTEMS	08242026SS	115697	CWEA Dinner	55.00
09/11/26	U.S. BANK CORPORATE PAYMENT SYSTEMS	08242026VV1	115697	LRFP Open House snacks	41.94
09/11/26	U.S. BANK CORPORATE PAYMENT SYSTEMS	08242026VV2	115697	ENR subscription	99.99
09/11/26	U.S. BANK CORPORATE PAYMENT SYSTEMS	08242026VV3	115697	Certified Mail	6.66
09/11/26	VALLEY OIL COMPANY (VEHICLE FUEL)	264588	115698	Clr dieel AUG26	665.28
09/11/26	VALLEY OIL COMPANY (VEHICLE FUEL)	265029	115698	Clr diesel SEP26	577.31
09/11/26	VERIZON CONNECT FLEET USA LLC	610000085630	115699	Fleet mgmt subscription	932.44
09/11/26	WATSON-MARLOW INC	SI341707	115700	Tubing	2,743.45
09/11/26	YIGAL JACOBSON	# 4	115701	Website	15,600.00
09/11/26	YIGAL JACOBSON	# 5	115701	Website	14,400.00
09/01/26	BAKER, ANDREW	0926	EFT000000008572	9/26 retiree health refund	1,169.00
09/01/26	BEWLEY, JAMES B.	0926	EFT000000008573	9/26 retiree health refund	551.66
09/01/26	BOVE, LEONARD F.	0926	EFT000000008574	9/26 retiree health refund	194.83
09/01/26	BOWLEN, WILLIAM	0926	EFT000000008575	9/26 retiree health refund	408.93
09/01/26	BROWN, BRENT	0926	EFT000000008576	9/26 retiree health refund	2,173.64
09/01/26	BRUEMMER, LINDA	0926	EFT000000008577	9/26 retiree health refund	194.83
09/01/26	BUENROSTRO, BENJAMIN Sr.	0926	EFT000000008578	9/26 retiree health refund	194.83
09/01/26	BUSCH, JOSEPH A.	0926	EFT000000008579	9/26 retiree health refund	194.83
09/01/26	CASTELL, RAFAEL L.	0926	EFT000000008580	9/26 retiree health refund	194.83
09/01/26	CASTRO, RAMON	0926	EFT000000008581	9/26 retiree health refund	551.66
09/01/26	CHANDLER, CATHERINE	0926	EFT000000008582	9/26 retiree health refund	503.50
09/01/26	CHAPMAN, ROBERT G	0926	EFT000000008583	9/26 retiree health refund	194.83
09/01/26	CHILD, DANIEL T.	0926	EFT000000008584	9/26 retiree health refund	1,169.00
09/01/26	COTTIER, DON R.	0926	EFT000000008585	9/26 retiree health refund	2,175.72
09/01/26	DALY, MICKEY	0926	EFT000000008586	9/26 retiree health refund	1,913.79
09/01/26	DOMINGO, NORMAN M.	0926	EFT000000008587	9/26 retiree health refund	800.58
09/01/26	DONALDSON, ROBERT M.	0926	EFT000000008588	9/26 retiree health refund	1,169.00
09/01/26	FAZIO, MICHAEL	0926	EFT000000008589	9/26 retiree health refund	194.83
09/01/26	FLAHERTY, LISA M.	0926	EFT000000008590	9/26 retiree health refund	284.04
09/01/26	FONG, PETER	0926	EFT000000008591	9/26 retiree health refund	551.66
09/01/26	FORD, LARENCE	0926	EFT000000008592	9/26 retiree health refund	551.66
09/01/26	GALLEGOS, ROSENDO	0926	EFT000000008593	9/26 retiree health refund	2,175.72
09/01/26	GERKE, FRED	0926	EFT000000008594	9/26 retiree health refund	194.83
09/01/26	GROSSO, LORNA	0926	EFT000000008595	9/26 retiree health refund	194.83
09/01/26	GUZMAN, FRANCISCO	0926	EFT000000008596	9/26 retiree health refund	1,433.17
09/01/26	HALL, DAVID A.	0926	EFT000000008597	9/26 retiree health refund	2,759.96
09/01/26	HERNANDEZ, JOHN M.	0926	EFT000000008598	9/26 retiree health refund	194.83
09/01/26	HERRERA, TERESA	0926	EFT000000008599	9/26 retiree health refund	1,006.86
09/01/26	HUFFSTUTLER. ROBERT	0926	EFT000000008600	9/26 retiree health refund	1,169.00
09/01/26	JONES, LORINE	0926	EFT000000008601	9/26 retiree health refund	264.31
09/01/26	JONES, REGGIE H.	0926	EFT000000008602	9/26 retiree health refund	319.29
09/01/26	KAUFMAN, KENNETH J	0926	EFT000000008603	9/26 retiree health refund	264.31
09/01/26	KELLY, EDWARD	0926	EFT000000008604	9/26 retiree health refund	503.50
09/01/26	KEMP, JAMES R.	0926	EFT000000008605	9/26 retiree health refund	2,175.72
09/01/26	KERTZ, FELIX J.	0926	EFT000000008606	9/26 retiree health refund	194.83
09/01/26	KETTLER, BRIAN	0926	EFT000000008607	9/26 retiree health refund	264.31
09/01/26	KLOKKE, NANCY L.	0926	EFT000000008608	9/26 retiree health refund	503.50
09/01/26	LOSTICA, JAMES	0926	EFT000000008609	9/26 retiree health refund	1,913.79
09/01/26	MA, PO KUI	0926	EFT000000008610	9/26 retiree health refund	551.66
09/01/26	PADUA, BENJAMIN V.	0926	EFT000000008611	9/26 retiree health refund	194.83
09/01/26	POSCH, MARY CAROLYN	0926	EFT000000008612	9/26 retiree health refund	194.83
09/01/26	REYES, CESAR V.	0926	EFT000000008613	9/26 retiree health refund	551.66
09/01/26	SAN FILIPPO, JOHN	0926	EFT000000008614	9/26 retiree health refund	1,169.00
09/01/26	SCHEPIS, GERALD	0926	EFT000000008615	9/26 retiree health refund	1,433.17
09/01/26	SMITH, JULIE	0926	EFT000000008616	9/26 retiree health refund	503.50
09/01/26	SMITH, RAYMOND C.	0926	EFT000000008617	9/26 retiree health refund	800.58
09/01/26	STORMS, VERNON GARY	0926	EFT000000008618	9/26 retiree health refund	1,786.34

Silicon Valley Clean Water
Warrant Register September 1-September 14, 2026

Date	Vendor Name	Vendor Document #	Payment #	Transaction Description	Net Paid
09/01/26	SUTER, KATHERINE J.	0926	EFT000000008619	9/26 retiree health refund	551.66
09/01/26	TAYLOR, TERRY M.	0926	EFT000000008620	9/26 retiree health refund	551.66
09/01/26	VON SEEBACH, NANCY	0926	EFT000000008621	9/26 retiree health refund	1,169.00
09/01/26	WALSH, WALTER	0926	EFT000000008622	9/26 retiree health refund	690.62
09/01/26	WANDRO, ROBERT	0926	EFT000000008623	9/26 retiree health refund	916.86
09/01/26	WIDGER, RICHARD	0926	EFT000000008624	9/26 retiree health refund	1,169.00
09/01/26	WOODSTOCK, CRAIG M.	0926	EFT000000008625	9/26 retiree health refund	551.66
09/01/26	WU, ELAINE	0926	EFT000000008626	9/26 retiree health refund	194.83
09/04/26	NAVIA BENEFIT SOLUTIONS	202601-PPE082926	EFT000000008627	Navia H/D FSAs PPE082926	4,409.34
09/04/26	MISSIONSQUARE(formerly M&T) ICMA	803827-PPE082926	EFT000000008628	EE & ER HSA PPE082926	9,803.20
09/04/26	STATIONARY ENGINEERS LOCAL 39 DATA CTR	09042026	EFT000000008629	Union Dues PPE 08/29/26	2,973.71
09/04/26	NATIONWIDE RETIREMENT SOLUTIONS	40944-001-PPE082926	EFT000000008630	NRS DC/ROTH PPE082926	27,032.40
09/11/26	ADP	730490000	EFT000000008631	Payroll svc ppe082926	707.74
09/11/26	AKELA, ARVIND	20260911	EFT000000008632	CASA conf; Wateruse conf	314.30
09/11/26	CHRISTINA MOHLER	006-SVCW	EFT000000008633	Graphic Design	4,187.50
09/11/26	GAWAT, MARIA	20260911MG	EFT000000008634	Safety shoes MG	192.23
09/11/26	HACH COMPANY	15124949	EFT000000008635	Reagent qty4	2,656.78
09/11/26	HACH COMPANY	15132682	EFT000000008635	Nitrate	615.55
09/11/26	HACH COMPANY	15132792	EFT000000008635	Dis oxygen	196.15
09/11/26	HACH COMPANY	15148037	EFT000000008635	pH probe	1,925.18
09/11/26	INTUITIVE TACTICAL CONSULTING	1640A	EFT000000008636	Monthly mgd svc	5,400.00
09/11/26	INTUITIVE TACTICAL CONSULTING	1640B	EFT000000008636	Webex monthly	600.00
09/11/26	INTUITIVE TACTICAL CONSULTING	1640C	EFT000000008636	DUO and Logicmonitor	2,705.00
09/11/26	JHS CONSULTING, LLC	1534	EFT000000008637	08/01-31/26 9265CEQASupport	260.00
09/11/26	KENNEDY/JENKS CONSULTANTS, INC	189808	EFT000000008638	6/4-7/31/26 9402STARAdvSpptSvc	1,710.00
09/11/26	KENNEDY/JENKS CONSULTANTS, INC	189844	EFT000000008638	7/1-7/31/26 FY26-27AsNeeded	16,394.50
09/11/26	NAVIA BENEFIT SOLUTIONS	11113729	EFT000000008639	Commuter fee	200.00
09/11/26	NAVIA BENEFIT SOLUTIONS	11113730	EFT000000008639	Participant fee	272.50
09/11/26	NAVIA BENEFIT SOLUTIONS	11113731	EFT000000008639	Health reimbursement fee	200.00
09/11/26	Nexinite, LLC.	INV-003510	EFT000000008640	FY27-Support-PACO resolve	414.00
09/11/26	Nexinite, LLC.	INV-003511A	EFT000000008640	Power app support	828.00
09/11/26	Nexinite, LLC.	INV-003511B	EFT000000008640	Power app support	103.50
09/11/26	Nexinite, LLC.	INV-003538	EFT000000008640	Power app support	1,138.50
09/11/26	Nexinite, LLC.	INV-003545	EFT000000008640	BC Integration	2,645.00
09/11/26	MARYTERE RUIZ-ATKINSON	082626TR	EFT000000008641	Calpers Trng mileage&lunch	50.71
09/11/26	TANNER PACIFIC, INC.	226-371	EFT000000008642	7/26-8/8 Consulting	64,645.99
09/11/26	TANNER PACIFIC, INC.	226-372	EFT000000008642	07/26-0/08/-26 9223CMSupport	17,050.00
09/11/26	TANNER PACIFIC, INC.	226-373	EFT000000008642	08/09-22/26 9223CM Support	16,000.50
09/11/26	TANNER PACIFIC, INC.	226-374	EFT000000008642	07/01-31/26 810AsNeededCMSvcs	7,638.00
09/11/26	TANNER PACIFIC, INC.	226-3745	EFT000000008642	08/01-31/26 810AsNeededCMSuppo	6,125.75
09/11/26	TANNER PACIFIC, INC.	226-391	EFT000000008642	08/09-22/26 GLbTOCMSpprtSvcs	64,088.50
09/11/26	TECHNOLOGY MANAGEMENT CONCEPTS	78718	EFT000000008643	BC Integration	5,580.00
09/11/26	TECHNOLOGY MANAGEMENT CONCEPTS	78795	EFT000000008643	BC Integration	3,600.00
09/11/26	TECHNOLOGY MANAGEMENT CONCEPTS	78859	EFT000000008643	BC Integration	360.00
09/11/26	VINCENT TOLENTINO	20230825-VTO	EFT000000008644	Reimb OIT-2 cert	311.00
09/11/26	TRUONG, EDDIE	20260831-ETR	EFT000000008645	Rimb paymnt Grd2 WWTP OP	291.81
				TOTAL	**$ 1,606,654.45**

THIS IS TO CERTIFY THAT THE CLAIMS LISTED ON PAYMENTS NUMBERED FROM 115643 THROUGH 115701 INCLUSIVE, AND/OR ELECTRONIC FUND TRANSFERRED ITEMS NUMBERED EFT000000008572 THROUGH EFT000000008645 INCLUSIVE, TOTALING IN THE AMOUNT OF $1,606,654.45 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 — **DATE** 9/15/2026

Molly Gonzalez

MOLLY GONZALEZ ON BEHALF OF BETH GOLDBERG, CONTROLLER — **DATE** 09/30/2026

Agenda Report

From: Kimberly Hackett
Report Type: Informational
Lead Department: Engineering
Meeting Date: October 8, 2026

Subject:

Utility of the Future Today Award Recognition

Recommendation:

None - Informational only

Background:

The Utility of the Future Today Awards program is a national program that honors wastewater utilities who show leadership in advancing resource efficiency and recovery, developing proactive relationships with stakeholders, and establishing resilient, sustainable, and livable communities. The program is sponsored by five national wastewater organizations:

- Water Environment Federation
- Water Resource Foundation
- National Association of Clean Water Agencies
- WateReuse Association
- U.S. Water Alliance

Awards are announced annually in several categories, including Watershed Stewardship, Water Reuse, Partnering & Engagement, Energy Generation & Recovery, and Beneficial Biololids Reuse.

Discussion:

On September 29, 2026 was one of 41 wastewater treatment utilities from throughout the country to be recognized at a ceremony at the Water Environment Federation's annual WEFTEC Conference in New Orleans, Louisiana. SVCW was presented the Utility of the Future Today Award in the category of Beneficial Biosolids Reuse. Arvind Akela, SVCW Engineering Director, accepted the award on behalf of the agency.

SVCW was recognized for its success in implementing a biodrying process and piloting a

pyrolysis process for the treatment of biosolids. SVCW partnered with a company called Bioforcetech to develop these technologies that transform wastewater biosolids into high-value biochar. Through more than a decade of pilot testing, technology refinement, and full-scale implementation, SVCW has advanced a sustainable resource recovery approach that reduces biosolids volume by up to 90 percent, supports carbon sequestration, creates a marketable end product, and addresses emerging concerns such as PFAS. The project has positioned SVCW as a national leader in the circular water economy, with its research presented at industry conferences, documented in peer-reviewed publications, and shared with utilities across the country through facility tours and collaborative research initiatives.

This achievement demonstrates SVCW's commitment to environmental stewardship, innovation, and the development of resilient, long-term biosolids management solutions. The continued success of SVCW's biosolids program depends on ongoing cooperation between SVCW's Operations, Maintenance, and Engineering Divisions and serves as an example of SVCW's commitment to innovation. SVCW has received the Utility of the Future Today Award twice previously, in 2020 and 2023, in the category of Energy Generation and Recovery.

Climate Effects:

There are no climate effects as a result of this informational item.

Financial Impacts:

There are no financial effects as a result of this informational item.

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.

Member Agency Engagement:

None

Attachments:

1. Utility of the Future Today

Prepared by:

Kimberly Hackett, Authority Engineer

WATER RESOURCES UTILITY OF THE FUTURE TODAY
WATEREUSE
NACWA
US Water Alliance
wef
THE Water Reserve FOUNDATION
CERTIFICATE OF RECOGNITION

Agenda Report

From: Matthew Zucca
Report Type: Action Item
Lead Department: Human Resources
Meeting Date: October 8, 2026

Subject:

Review and Provide Feedback on Draft Commuter Benefit Policy

Recommendation:

Move adoption of RESOLUTION NO. SVCW 26-20 Approving and Adopting Commission Policy No. 2026-01, Commuter Benefit Program

Background:

Due to Silicon Valley Clean Water's (SVCW's) geographic location, recruiting for certain critical positions has been challenging. In particular, vital Operator positions have historically been difficult to fill. The recruitment difficulty is largely due to the high cost of living and the long commutes from locations with more affordable housing and cost of living to SVCW. With the Commission's concurrence, staff explored targeted measures to help improve recruitment by reducing transportation-related barriers and ensuring employees could reliably commute to and from the facility. Several commuter incentives are presented in this agenda report for consideration. Based on its review, the Commission can choose to adopt a policy or direct staff to amend the draft policy and return with an amended policy at a future date.

Discussion:

SVCW is introducing a structured Commuter Benefit Program for regular full-time employees designed to ease the financial burden of daily commutes, incentivize transit to reduce regional traffic congestion, and support environmental sustainability. The draft program builds on Internal Revenue Service Code Section 132(f) guidelines to offer several practical commuting options while keeping clear guardrails in place to prevent misuse of the benefits.

Carpool Program
On July 24, 2026, SVCW polled employees to measure their interest in participating in an Agency Carpool Program. The carpool program would provide SVCW vehicles for use by

employees to carpool to and from work and pay for bridge tolls. Out of the 31 employees that responded, 13 employees (or 42% of respondents and 7% employees) stated they would definitely use a company-sponsored commuter vehicle program. Under the carpool program, employees would be able to form carpools (minimum of two staff members) using agency-owned or leased vehicles. Primary drivers take on routine care of vehicle charging and coordination in exchange for a $100 monthly stipend. Carpool vehicles are to be used strictly for commuting - personal use is not allowed.

Additional Commute Incentives
Additional commute incentives were also considered and included in the policy for consideration, including the following.

- Extended Mileage Reimbursement: Staff commuting more than 20 miles one-way can claim reimbursement for the distance beyond that initial 20-mile mark paid out at 30% of the standard IRS business mileage rate, which is estimated to equate to the current cost of fuel.
- Workplace EV Charging: Free onsite charging is available for registered employee EVs and plug-in hybrids during normal work hours.
- Bridge Toll Reimbursements: Full reimbursement for Northern California bridge tolls (such as the Dumbarton or San Mateo-Hayward bridges) incurred during work trips or daily commutes.
- Public Transit Passes: Annual Caltrain GoPasses and SamTrans Way2Go passes are provided for employees who commit to taking public transit for more than half of their commute trips.

Key Rules & Anti-Stacking Controls
To keep the program fair and budget-conscious, benefits are structured so employees select the option that best fits their route:

- Carpoolers: Employees in the agency carpool program cannot claim separate mileage, toll, or EV charging reimbursements.
- Personal Vehicles: Drivers must pick either the extended mileage reimbursement or workplace EV charging—they can't claim both for the same commute. However, bridge toll reimbursements remain available under either choice.
- Household Limits: EV charging privileges are capped at one registered vehicle per employee household.

Administration & Compliance
Reimbursements will be submitted monthly through the SVCW expense system with standard documentation (FasTrak statements, mileage logs, transit logs) and require

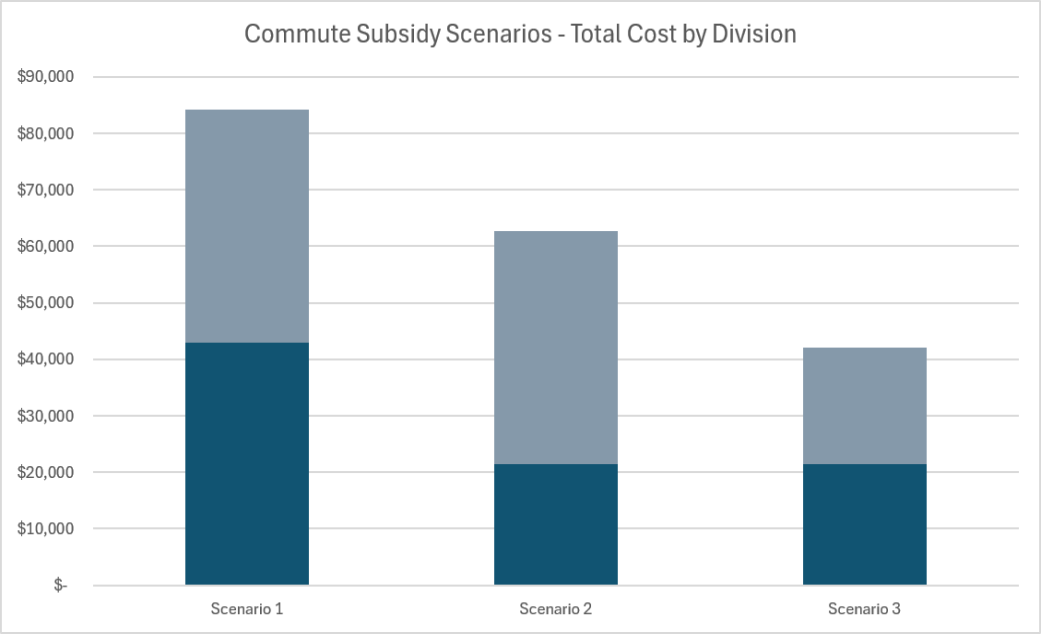
Division Director approval. Management will oversee the program's infrastructure and amend the policy as IRS regulations evolve, with standard disciplinary policies applying to any intentional misrepresentation.

Climate Effects:

There are no climate effects resulting from this action.

Financial Impacts:

Depending on the number of employees participating in the various programs to be offered, the Commuter Benefit Program Policy is anticipated to cost between approximately $42,000 and $84,000 per year excluding the cost of any leased vehicles, as summarized below.



Scenarios:
1) 50% of IRS rate applied to commutes longer than 20 miles, 100% of bridge toll
2) 25% of IRS rate applied to commutes longer than 20 miles, 100% of bridge toll
3) 25% of IRS rate applied to commutes longer than 20 miles, 50% of bridge toll

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.

Member Agency Engagement:

None

Attachments:

1. RESOLUTION NO. SVCW 26-20
2. Commission Policy No. 2026-01 - Commuter Benefit Program

Prepared by:

Matthew Zucca, Manager

RESOLUTION NO. SVCW 26-20

RESOLUTION APPROVING AND ADOPTING COMMISSION POLICY NO. 2026-01 "COMMUTER BENEFIT PROGRAM"

WHEREAS, this Commission expects high ethical standards of all employees, contractors and consultants of Silicon Valley Clean Water ("SVCW") in the workplace and is empowered to ensure continuing compliance with existing laws, regulations, and data protection standards; and

WHEREAS, this Commission desires to establish a structured Commuter Benefit Program for regular full-time employees designed to ease the financial burden of daily commutes, incentivize transit to reduce regional traffic congestion, and support environmental sustainability.

WHEREAS, consistent herewith, this Commission has been presented with, has reviewed and desires to establish Commission Policy No. 2026-01, "Commuter Benefit Program" ("Policy") pertaining to the uses and restrictions of AI technologies.

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

1. That certain Commission Policy No. 2026-01, 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 8th day of October, 2026 by the following vote:

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

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

ABSENT:

ABSTAIN:

_____
Neil Layton, CHAIR
Silicon Valley Clean Water Commission

Attest: _____
Tom McCune, SECRETARY
Silicon Valley Clean Water

Silicon Valley Clean Water

COMMISSION POLICY NO. 2026-01 **Approved by: _____**

Rev: Issue **Revision Date: 00/00/0000** **Issue Date: 10/08/2026**

Approved by the SVCW Commission October 8, 2026 by Resolution No. 26-20

SUBJECT: Commuter Benefit Program

APPLICABLE CODES AND REGULATIONS:
Internal Revenue Service (IRS) Code Section 132(f)

PURPOSE:
Silicon Valley Clean Water (SVCW) is committed to promoting environmental sustainability, reducing traffic congestion across the Bay Area, and easing the financial burden of employee commutes. This policy establishes guidelines, eligibility criteria, and administrative processes for SVCW's commuter benefits - including employer-provided commuter vehicles, extended commute mileage reimbursement, workplace Electric Vehicle (EV) charging, and bridge toll reimbursements.

DEFINITIONS:

- Commuter Vehicle: An agency-owned or agency-leased vehicle designated exclusively for employee carpooling between designated residential/pickup areas and the SVCW facility. This will not be considered overtime.
- Primary Driver: An authorized employee who registers to drive the Commuter Vehicle, manages routine vehicle care (i.e. tire psi, car washes, windshield wiper replacements and wiper fluid), and oversees commute logistics for the carpool group.
- Registered Passenger: An active SVCW employee who is enrolled in an approved Commuter Vehicle carpool group.
- Extended Commute: A standard daily home-to-work or work-to-home commute duration that **exceeds** 20 miles one-way under normal traffic or geographic conditions.
- Qualifying EV/PHEV: An Electric Vehicle (EV) or Plug-in Hybrid Electric Vehicle (PHEV) registered to an active SVCW employee.
- Income Taxes: Amount SVCW is required to withhold for federal income tax, Social Security, and Medicare taxes from an employee's paycheck.

POLICY:

Commuter Vehicle Carpool Program

- Minimum Occupancy: Each carpool must consist of a minimum of two (2) active SVCW employees (one Primary Driver and at least one Passenger) sharing a similar schedule and commute route. Not eligible for mileage reimbursement.
- Vehicle Usage: Commuter vehicles are restricted to commuting between employees' homes/park-and-ride assembly points and the SVCW site. Personal use is prohibited.
- Parking Authority: The Primary Driver is authorized to park the vehicle overnight at their approved residence or designated transit parking location.
- Primary Driver Perks: In exchange for administrative and upkeep duties, Primary Drivers receive designated perks (monthly gift/wellness rewards of $100).

DRAFT

Extended Commute Mileage Reimbursement

- Eligibility: Employees with a standard, one-way commute exceeding 20 miles are eligible for reimbursement on the portion of the travel time/distance beyond the initial 20 miles threshold.
- Rate: Reimbursement will be paid at 30% of the current standard IRS Business Mileage Rate.

Workplace EV Charging

- Full Charging Access: SVCW provides access to on-site charging stations for qualifying EVs/PHEVs and covers the full cost of electricity for employee charging during normal work hours.
- Fair Use: Charging stations operate on a first-come, first-served basis. Employees must move their vehicles once fully charged to allow access for others.

Bridge Toll Reimbursement

- Coverage: Full reimbursement is provided for Northern California bridge tolls (e.g., Dumbarton Bridge, San Mateo-Hayward Bridge) incurred during direct home-to-work travel or official agency business.

Caltrain and SamTrans Annual Passes

- SVCW will provide eligible employees with Caltrain GoPass and SamTrans Way2Go Annual Pass Program are discounted annual passes that organizations can offer to their employees, students or residents. Eligible SVCW employees who opt to commute using transit may receive SVCW-provided annual passes.

PROCEDURE:

Eligibility

- All regular full-time SVCW employees are eligible for benefits under this policy.
- Only one vehicle per Employee is eligible for the Workplace EV Charging program; the program is not intended to charge multiple vehicles in a single household.
- Employees that commute more than half of their trips on transit are eligible for CalTrain and SamTrans Annual Passes.
- Employees participating in the Commuter Vehicle Carpool Program are not eligible for mileage reimbursement, bridge toll reimbursement, or EV/PHEV charging reimbursement.
- Employees who choose to drive their personal vehicles are eligible for **either**:
    - mileage reimbursement and bridge toll reimbursement; **or**
    - EV/PHEV charging reimbursement and bridge toll reimbursement.
        - Employees may not receive both mileage reimbursement and EV/PHEV charging reimbursement for the same commute.
- Nothing in this Policy should be construed as a guaranteed right to any benefits. Employees who violate or misuse any part of this Policy may have their eligibility revoked at the sole discretion of the Manager.

Enrollment & Registration Procedure

1. **Commuter Vehicle Carpool Program Registration:**

DRAFT

- Primary Driver must complete and submit a *Commuter Vehicle Application Form*, listing all passengers, pickup points, and work schedules.
- Employee eligibility and route feasibility before approving vehicle assignment will be verified.

2. **Workplace EV Charging Registration:**
    - Employees must register their EV/PHEV to receive station access credentials or authorization passes.

Expense Claim & Reimbursement Procedure

1. **Submitting Claims:**
    - Employees must submit mileage and toll reimbursement requests monthly via the SVCW Expense Reimbursement System.
2. **Required Documentation:**
    - **Extended Mileage:** A monthly log showing dates, standard commute duration, total mileage, and calculated excess mileage beyond the 20-mile base.
    - **Bridge Tolls:** Itemized FasTrak monthly statements or official toll receipts verifying dates and crossing charges.
    - **Approval & Processing:** Expense reports are reviewed and approved by the Division Director before being forwarded for payment.

RESPONSIBILITIES:

Employee

SVCW employees are responsible for submitting accurate reimbursement requests through the approved expense reporting system, including necessary documentation (e.g., FasTrak statements or mileage logs).

Management

SVCW management staff are responsible for reviewing and approving commute-related expenses in accordance with this Policy. The SVCW Manager is responsible for the oversight of infrastructure and for adjusting reimbursement guidelines as necessary to comply with updated IRS regulations.

Willful misrepresentation of mileage or toll expenses may be subject to disciplinary action as outlined in the SVCW Disciplinary Policy, up to and including termination of employment.

DRAFT

Agenda Report

From: Kimberly Hackett
Report Type: Action Item
Lead Department: Engineering
Meeting Date: October 8, 2026

Subject:

Standard Contract Documents Update - 2026

Recommendation:

Move adoption of SVCW'S 1) Standard Long-Form Contract Documents, 2) Standard Short-Form Contract Documents, 3) Standard Procurment Documents, and 4) New Design-Build Contract Documents, versions July 2026

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 a project's 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.

They are updated annually or biennially by an SVCW consultant who keeps apprised of pertinent changes in law, regulations, and the insurance industry. Changes are reviewed by SVCW’s insurance provider and Legal Counsel, as necessary. The last update to SVCW’s standard contract specifications was made in September 2025 (approved by the Commission via Resolution No.25-33).

SVCW uses 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, Procurement, and Design-Build Standard Contract Documents have been prepared and staff recommends the Commission approve the revised versions effective July 2026. Changes to each are:

Standard Contract Specifications	Affected Section	Change
Long Form	00 45 22	Added 8 CCR, 1951-1962 to Reference Note 2 on 00 45 22-6
	00 11 13	Updated SRF/WIFIA funding requirements per legal recommendation to remove good faith estimate requirements and DBE requirements from being part of determining a responsive bid.
	00 21 13	Updated Bid Checklist with note that DBE forms are no longer a condition to determine bid responsiveness.
	00 73 00	Added "In the event of any conflict between these Contract Documents and applicable federal funding requirements, including SRF or WIFIA requirements, the federal requirements as currently interpreted shall control." to Paragraph 2.1
	00 73 00	Updated Section 2.3 with legal's recommendation for compliance with federal DBE requirements.
	Retention on Progress Payments	Updated the statutory citation
	Claims Procedures:	Added updated claims procedure language from the LAVTA contract.
	Anti-Trust Claim Assignment:	Added a new section
	Examination of Audit Records:	Added language under Section 01 26 00 (Modification Procedures)
	CARB Requirements:	Added to the Regulatory Requirements and Permits section
	Payroll Records:	Added language addressing AB 538, which took effect January 1, 2026, and clarifies how a public agency must respond when a member of the public requests certified payroll records through that agency.
	Prohibition Against Contracts with Debarred Subcontractors:	Added to General Conditions Section 4.1.
Short Form	00 45 22	Added 8 CCR, 1951-1962 to Reference Note 2 on 00 45 22-6
	Subcontractor Listing (P.C.C. §§ 4100-4113):	Added additional language to Section 6 of the contract

	Anti-Trust Claim Assignment (P.C.C. § 7103.5(b); Gov. Code § 4552):	Added terms.
	Third-Party Claims (P.C.C. § 9201):	Added terms.
	Claims Procedures (P.C.C. § 9204; P.C.C. §§ 20104-20104.6):	Added terms.
	Utility Relocation/USA (Gov. Code §§ 4215-4216):	Added terms.
	Excavation/Unforeseen Site Conditions (P.C.C. § 7104):	Added terms.
	Examination and Audit of Records (Gov. Code § 8546.7):	Added terms.
	Prompt Payment - Prime to Subs (P.C.C. § 10262):	Added terms.
	Trench Safety - contracts over $25,000 (Labor Code § 6705):	Added terms.
	Prohibition Against Debarred Contractors (P.C.C. § 6109; Labor Code §§ 1777.1, 1777.7):	Added terms.
Procurement	No Changes	No Changes
Design – Build	No Changes	No Changes

Staff recommends approval of the revised Standard Long-Form, Short-Form Contract, Procurement, and new Design-Build Documents effective July 2026.

Climate Effects:

There are no climate effects resulting from this action.

Financial Impacts:

There are no direct financial impacts from 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.

Member Agency Engagement:

None

Attachments:

1. General Decision CA20260018
2. SVCW Long Form Specifications 2026
3. SVCW Short Form Specifications 2026
4. Item 15 Section 09 90 00
5. SVCW DB Specifications 2026
6. SVCW Procurement Specifications 2026
7. SVCW-Sample-Site-Guidebook

Prepared by:

Kimberly Hackett, Authority Engineer

"General Decision Number: CA20260018 05/18/2026

State: California

Construction Types: Building, Heavy and Highway

Counties: California Counties of
Alameda, Calaveras, Contra Costa,
Fresno, Kings, Madera, Mariposa, Merced,
Monterey, San Benito, San Francisco, San
Joaquin, San Mateo, Santa Clara, Santa
Cruz, Stanislaus and Tuolumne

Building Construction Projects
Dredging Projects-Includes Dredging Projects (does not include hopper dredge work)
Heavy Construction Projects (excludes water well drilling)
Highway Construction Projects

Modification Number	Publication Date
4	01/30/2026
5	05/18/2026

ASBE0016-004 05/01/2025

	Rates	Fringes
ASBESTOS REMOVAL WORKER/HAZARDOUS MATERIAL HANDLER: INCLUDES PREPARATION, WETTING, STRIPPING, REMOVAL, SCRAPPING, VACUUMING, BAGGING AND DISPOSING OF ALL INSULATION MATERIALS FROM MECHANICAL SYSTEMS, WHETHER THEY CONTAIN ASBESTOS OR NOT (AREA 2)	$ 44.73	12.75

ASBE0016-008 01/01/2024

	Rates	Fringes
ASBESTOS WORKERS/INSULATOR: INCLUDES THE APPLICATION OF ALL INSULATING MATERIALS, PROTECTIVE COVERINGS, COATINGS, AND FINISHES TO ALL TYPES OF MECHANICAL SYSTEMS (AREA 2)	$ 64.56	25.07
ASBESTOS WORKERS/INSULATOR: INCLUDES THE APPLICATION OF ALL INSULATING MATERIALS, PROTECTIVE COVERINGS, COATINGS, AND FINISHES TO ALL TYPES OF MECHANICAL SYSTEMS (AREA 1)	$ 84.76	25.07

BOIL0549-001 01/01/2021

	Rates	Fringes
BOILERMAKER: (AREA 2)	$ 45.60	38.99
BOILERMAKER: (AREA 1)	$ 49.62	41.27

BRCA0003-001 08/01/2024

	Rates	Fringes
MARBLE FINISHER	$ 42.06	19.80

BRCA0003-003 08/01/2024

	Rates	Fringes
MARBLE MASON	$ 61.72	30.31

BRCA0003-005 05/01/2024

	Rates	Fringes
BRICKLAYER (8) ALAMEDA, CONTRA COSTA, SAN BENITO, SANTA CLARA)	$ 56.94	26.28
BRICKLAYER (16) MONTEREY, SANTA CRUZ	$ 54.18	27.82
BRICKLAYER (9) CALAVERAS, SAN JOAQUIN, STANISLAUS, TOULUMNE	$ 52.76	25.01
BRICKLAYER (7) SAN FRANCISCO, SAN MATEO	$ 57.02	28.50
BRICKLAYER (1) FRESNO, KINGS, MADERA, MARIPOSA, MERCED	$ 51.17	25.80

BRCA0003-008 07/01/2024

	Rates	Fringes
TERRAZZO WORKER/SETTER	$ 60.58	29.79
TERRAZZO FINISHER	$ 44.93	20.98

BRCA0003-011 04/01/2024

	Rates	Fringes
TILE LAYER AREA 3	$ 50.28	22.05
TILE LAYER AREA 2	$ 55.17	22.52
TILE LAYER AREA 1	$ 59.92	22.62
TILE FINISHER AREA 3	$ 32.68	18.32
TILE FINISHER AREA 2	$ 34.76	19.22
TILE FINISHER AREA 1	$ 37.75	19.28

CARP0022-001 07/01/2023

	Rates	Fringes
CARPENTERS: MILLWRIGHT (SAN FRANCISCO COUNTY)	$ 60.49	35.11
CARPENTERS: JOURNEYMAN CARPENTER (SAN FRANCISCO COUNTY)	$ 60.39	33.52
CARPENTERS: HARDWOOD FLOORLAYER, SHINGLER, POWER SAW OPERATOR, STEEL SCAFFOLD & STEEL SHORING ERECTOR, SAW FILER (SAN FRANCISCO COUNTY)	$ 60.54	33.52
CARPENTERS: BRIDGE BUILDER/HIGHWAY CARPENTER (SAN FRANCISCO COUNTY)	$ 60.39	33.52

CARP0034-001 07/01/2021

	Rates	Fringes
DIVER: MANIFOLD OPERATOR (STANDBY)	DEPTH PAY (SURFACE DIVING): 050 TO 100 FT $2.00 PER FOOT 101 TO 150 FT $3.00 PER FOOT 151 TO 220 FT $4.00 PER FOOT 221 FT.-DEEPER $5.00 PER FOOT SATURATION DIVING: THE STANDBY RATE SHALL APPLY UNTIL SATURATION STARTS. THE SATURATION DIVING RATE APPLIES WHEN DIVERS ARE UNDER PRESSURE CONTINUOUSLY UNTIL WORK TASK AND DECOMPRESSION ARE COMPLETE. THE DIVER RATE SHALL BE PAID FOR ALL SATURATION HOURS. DIVING IN ENCLOSURES: WHERE IT IS NECESSARY FOR DIVERS TO ENTER PIPES OR TUNNELS, OR OTHER ENCLOSURES WHERE THERE IS NO VERTICAL ASCENT, THE FOLLOWING PREMIUM SHALL BE PAID: DISTANCE TRAVELED FROM ENTRANCE 26 FEET TO 300 FEET: $1.00 PER FOOT. WHEN IT IS NECESSARY FOR A DIVER TO ENTER ANY PIPE, TUNNEL OR OTHER ENCLOSURE LESS THAN 48"" IN HEIGHT, THE PREMIUM WILL BE $1.00 PER FOOT. WORK IN COMBINATION OF CLASSIFICATIONS: EMPLOYEES WORKING IN ANY COMBINATION OF CLASSIFICATIONS WITHIN THE		

DIVING CREW (EXCEPT DIVE SUPERVISOR) IN A SHIFT ARE
PAID IN THE CLASSIFICATION WITH THE HIGHEST RATE
FOR THAT SHIFT.....$ 59.51 34.69
DIVER: MANIFOLD OPERATOR (MIXED GAS) DEPTH PAY
(SURFACE DIVING): 050 TO 100 FT $2.00 PER
FOOT 101 TO 150 FT $3.00 PER FOOT 151 TO
220 FT $4.00 PER FOOT 221 FT.-DEEPER $5.00
PER FOOT SATURATION DIVING: THE STANDBY RATE
SHALL APPLY UNTIL SATURATION STARTS. THE
SATURATION DIVING RATE APPLIES WHEN DIVERS ARE
UNDER PRESSURE CONTINUOUSLY UNTIL WORK TASK AND
DECOMPRESSION ARE COMPLETE. THE DIVER RATE SHALL BE
PAID FOR ALL SATURATION HOURS. DIVING IN
ENCLOSURES: WHERE IT IS NECESSARY FOR DIVERS TO
ENTER PIPES OR TUNNELS, OR OTHER ENCLOSURES WHERE
THERE IS NO VERTICAL ASCENT, THE FOLLOWING PREMIUM
SHALL BE PAID: DISTANCE TRAVELED FROM ENTRANCE 26
FEET TO 300 FEET: $1.00 PER FOOT. WHEN IT IS
NECESSARY FOR A DIVER TO ENTER ANY PIPE, TUNNEL OR
OTHER ENCLOSURE LESS THAN 48"" IN HEIGHT, THE
PREMIUM WILL BE $1.00 PER FOOT. WORK IN
COMBINATION OF CLASSIFICATIONS: EMPLOYEES WORKING
IN ANY COMBINATION OF CLASSIFICATIONS WITHIN THE
DIVING CREW (EXCEPT DIVE SUPERVISOR) IN A SHIFT ARE
PAID IN THE CLASSIFICATION WITH THE HIGHEST RATE
FOR THAT SHIFT.....$ 64.51 34.69
DIVER: DIVER WET DEPTH PAY (SURFACE DIVING):
050 TO 100 FT $2.00 PER FOOT 101 TO 150 FT
$3.00 PER FOOT 151 TO 220 FT $4.00 PER FOOT
221 FT.-DEEPER $5.00 PER FOOT SATURATION
DIVING: THE STANDBY RATE SHALL APPLY UNTIL
SATURATION STARTS. THE SATURATION DIVING RATE
APPLIES WHEN DIVERS ARE UNDER PRESSURE CONTINUOUSLY
UNTIL WORK TASK AND DECOMPRESSION ARE COMPLETE. THE
DIVER RATE SHALL BE PAID FOR ALL SATURATION HOURS.
DIVING IN ENCLOSURES: WHERE IT IS NECESSARY FOR
DIVERS TO ENTER PIPES OR TUNNELS, OR OTHER
ENCLOSURES WHERE THERE IS NO VERTICAL ASCENT, THE
FOLLOWING PREMIUM SHALL BE PAID: DISTANCE TRAVELED
FROM ENTRANCE 26 FEET TO 300 FEET: $1.00 PER FOOT.
WHEN IT IS NECESSARY FOR A DIVER TO ENTER ANY
PIPE, TUNNEL OR OTHER ENCLOSURE LESS THAN 48"" IN
HEIGHT, THE PREMIUM WILL BE $1.00 PER FOOT. WORK
IN COMBINATION OF CLASSIFICATIONS: EMPLOYEES
WORKING IN ANY COMBINATION OF CLASSIFICATIONS
WITHIN THE DIVING CREW (EXCEPT DIVE SUPERVISOR) IN
A SHIFT ARE PAID IN THE CLASSIFICATION WITH THE
HIGHEST RATE FOR THAT SHIFT.....$ 103.62 34.69
DIVER: DIVER TENDER DEPTH PAY (SURFACE DIVING):
050 TO 100 FT $2.00 PER FOOT 101 TO 150 FT
$3.00 PER FOOT 151 TO 220 FT $4.00 PER
FOOT 221 FT.-DEEPER $5.00 PER FOOT SATURATION
DIVING: THE STANDBY RATE SHALL APPLY UNTIL
SATURATION STARTS. THE SATURATION DIVING RATE
APPLIES WHEN DIVERS ARE UNDER PRESSURE CONTINUOUSLY
UNTIL WORK TASK AND DECOMPRESSION ARE COMPLETE. THE
DIVER RATE SHALL BE PAID FOR ALL SATURATION HOURS.
DIVING IN ENCLOSURES: WHERE IT IS NECESSARY FOR
DIVERS TO ENTER PIPES OR TUNNELS, OR OTHER
ENCLOSURES WHERE THERE IS NO VERTICAL ASCENT, THE
FOLLOWING PREMIUM SHALL BE PAID: DISTANCE TRAVELED
FROM ENTRANCE 26 FEET TO 300 FEET: $1.00 PER FOOT.
WHEN IT IS NECESSARY FOR A DIVER TO ENTER ANY
PIPE, TUNNEL OR OTHER ENCLOSURE LESS THAN 48"" IN
HEIGHT, THE PREMIUM WILL BE $1.00 PER FOOT. WORK
IN COMBINATION OF CLASSIFICATIONS: EMPLOYEES
WORKING IN ANY COMBINATION OF CLASSIFICATIONS
WITHIN THE DIVING CREW (EXCEPT DIVE SUPERVISOR) IN
A SHIFT ARE PAID IN THE CLASSIFICATION WITH THE
HIGHEST RATE FOR THAT SHIFT.....$ 59.51 34.69
DIVER: DIVER STANDBY DEPTH PAY (SURFACE DIVING):
050 TO 100 FT $2.00 PER FOOT 101 TO 150
FT $3.00 PER FOOT 151 TO 220 FT $4.00 PER
FOOT 221 FT.-DEEPER $5.00 PER FOOT SATURATION
DIVING: THE STANDBY RATE SHALL APPLY UNTIL
SATURATION STARTS. THE SATURATION DIVING RATE
APPLIES WHEN DIVERS ARE UNDER PRESSURE CONTINUOUSLY
UNTIL WORK TASK AND DECOMPRESSION ARE COMPLETE. THE
DIVER RATE SHALL BE PAID FOR ALL SATURATION HOURS.
DIVING IN ENCLOSURES: WHERE IT IS NECESSARY FOR
DIVERS TO ENTER PIPES OR TUNNELS, OR OTHER
ENCLOSURES WHERE THERE IS NO VERTICAL ASCENT, THE
FOLLOWING PREMIUM SHALL BE PAID: DISTANCE TRAVELED
FROM ENTRANCE 26 FEET TO 300 FEET: $1.00 PER FOOT.
WHEN IT IS NECESSARY FOR A DIVER TO ENTER ANY
PIPE, TUNNEL OR OTHER ENCLOSURE LESS THAN 48"" IN
HEIGHT, THE PREMIUM WILL BE $1.00 PER FOOT. WORK
IN COMBINATION OF CLASSIFICATIONS: EMPLOYEES
WORKING IN ANY COMBINATION OF CLASSIFICATIONS
WITHIN THE DIVING CREW (EXCEPT DIVE SUPERVISOR) IN
A SHIFT ARE PAID IN THE CLASSIFICATION WITH THE
HIGHEST RATE FOR THAT SHIFT.....$ 60.51 34.69
DIVER: ASSISTANT TENDER, ROV TENDER/TECHNICIAN
DEPTH PAY (SURFACE DIVING): 050 TO 100 FT
$2.00 PER FOOT 101 TO 150 FT $3.00 PER FOOT
151 TO 220 FT $4.00 PER FOOT 221 FT.-DEEPER
$5.00 PER FOOT SATURATION DIVING: THE STANDBY
RATE SHALL APPLY UNTIL SATURATION STARTS. THE
SATURATION DIVING RATE APPLIES WHEN DIVERS ARE
UNDER PRESSURE CONTINUOUSLY UNTIL WORK TASK AND
DECOMPRESSION ARE COMPLETE. THE DIVER RATE SHALL BE
PAID FOR ALL SATURATION HOURS. DIVING IN
ENCLOSURES: WHERE IT IS NECESSARY FOR DIVERS TO
ENTER PIPES OR TUNNELS, OR OTHER ENCLOSURES WHERE
THERE IS NO VERTICAL ASCENT, THE FOLLOWING PREMIUM
SHALL BE PAID: DISTANCE TRAVELED FROM ENTRANCE 26
FEET TO 300 FEET: $1.00 PER FOOT. WHEN IT IS
NECESSARY FOR A DIVER TO ENTER ANY PIPE, TUNNEL OR
OTHER ENCLOSURE LESS THAN 48"" IN HEIGHT, THE
PREMIUM WILL BE $1.00 PER FOOT. WORK IN
COMBINATION OF CLASSIFICATIONS: EMPLOYEES WORKING
IN ANY COMBINATION OF CLASSIFICATIONS WITHIN THE
DIVING CREW (EXCEPT DIVE SUPERVISOR) IN A SHIFT ARE
PAID IN THE CLASSIFICATION WITH THE HIGHEST RATE
FOR THAT SHIFT.....$ 54.10 34.69

CARP0034-003 07/01/2021

	Rates	Fringes
PILEDRIVER	$ 54.10	34.69

CARP0035-007 07/01/2020

	Rates	Fringes
MASTER INSTALLER (MODULAR FURNITURE INSTALLER) AREA 3	$ 31.38	23.03
MASTER INSTALLER (MODULAR FURNITURE INSTALLER) AREA 2	$ 32.71	23.03
MASTER INSTALLER (MODULAR FURNITURE INSTALLER) AREA 1	$ 36.43	23.03

LEAD INSTALLER (MODULAR FURNITURE INSTALLER) AREA 3.$ 27.96 23.03
LEAD INSTALLER (MODULAR FURNITURE INSTALLER) AREA 2.$ 29.08 23.03
LEAD INSTALLER (MODULAR FURNITURE INSTALLER) AREA 1.$ 32.21 23.03
INSTALLER (MODULAR FURNITURE INSTALLER) AREA 3.....$ 25.16 22.53
INSTALLER (MODULAR FURNITURE INSTALLER) AREA 2.....$ 26.11 22.53
INSTALLER (MODULAR FURNITURE INSTALLER) AREA 1.....$ 28.76 22.53

CARP0035-008 08/01/2020

	Rates	Fringes
DRYWALL STOCKER/SCRAPPER: (AREA 4).....	$ 22.97	18.22
DRYWALL STOCKER/SCRAPPER: (AREA 3).....	$ 23.64	18.22
DRYWALL STOCKER/SCRAPPER: (AREA 2).....	$ 23.39	18.22
DRYWALL STOCKER/SCRAPPER: (AREA 1).....	$ 26.33	18.22
DRYWALL INSTALLERS/LATHERS:: (AREA 4).....	$ 45.92	31.26
DRYWALL INSTALLERS/LATHERS:: (AREA 3).....	$ 47.27	31.26
DRYWALL INSTALLERS/LATHERS:: (AREA 2).....	$ 46.77	31.26
DRYWALL INSTALLERS/LATHERS:: (AREA 1).....	$ 52.65	31.26

CARP0152-001 07/01/2020

	Rates	Fringes
CARPENTERS: MILLWRIGHT (CONTRA COSTA COUNTY).....	$ 52.75	32.41
CARPENTERS: JOURNEYMAN CARPENTER (CONTRA COSTA COUNTY).....	$ 52.65	30.82
CARPENTERS: HARDWOOD FLOORLAYER, SHINGLER, POWER SAW OPERATOR, STEEL SCAFFOLD & STEEL SHORING ERECTOR, SAW FILER (CONTRA COSTA COUNTY).....	$ 52.80	30.82
CARPENTERS: BRIDGE BUILDER/HIGHWAY CARPENTER (CONTRA COSTA COUNTY).....	$ 52.65	30.82

CARP0152-002 07/01/2020

	Rates	Fringes
CARPENTERS: MILLWRIGHT (SAN JOAQUIN COUNTY).....	$ 49.27	32.41
CARPENTERS: JOURNEYMAN CARPENTER (SAN JOAQUIN COUNTY).....	$ 46.77	30.82
CARPENTERS: HARDWOOD FLOORLAYER, SHINGLER, POWER SAW OPERATOR, STEEL SCAFFOLD & STEEL SHORING ERECTOR, SAW FILER (SAN JOAQUIN COUNTY).....	$ 46.92	30.82
CARPENTERS: BRIDGE BUILDER/HIGHWAY CARPENTER (SAN JOAQUIN COUNTY).....	$ 52.65	30.82

CARP0152-004 07/01/2020

	Rates	Fringes
CARPENTERS: MILLWRIGHT (CALAVERAS, MARIPOSA, MERCED, STANISLAUS AND TUOLUMNE COUNTIES).....	$ 47.92	32.41
CARPENTERS: JOURNEYMAN CARPENTER (CALAVERAS, MARIPOSA, MERCED, STANISLAUS AND TUOLUMNE COUNTIES).	$ 45.42	30.82
CARPENTERS: HARDWOOD FLOORLAYER, SHINGLER, POWER SAW OPERATOR, STEEL SCAFFOLD & STEEL SHORING ERECTOR, SAW FILER CALAVERAS, MARIPOSA, MERCED, STANISLAUS AND TUOLUMNE COUNTIES.....	$ 45.57	30.82
CARPENTERS: BRIDGE BUILDER/HIGHWAY CARPENTER (CALAVERAS, MARIPOSA, MERCED, STANISLAUS AND TUOLUMNE COUNTIES).....	$ 52.65	30.82

CARP0217-001 07/01/2023

	Rates	Fringes
CARPENTERS: MILLWRIGHT (SAN MATEO COUNTY).....	$ 60.49	35.11
CARPENTERS: JOURNEYMAN CARPENTER (SAN MATEO COUNTY).	$ 60.39	33.52
CARPENTERS: HARDWOOD FLOORLAYER, SHINGLER, POWER SAW OPERATOR, STEEL SCAFFOLD & STEEL SHORING ERECTOR, SAW FILER (SAN MATEO COUNTY).....	$ 60.54	33.52
CARPENTERS: BRIDGE BUILDER/HIGHWAY CARPENTER (SAN MATEO COUNTY).....	$ 60.39	33.52

CARP0405-001 07/01/2021

	Rates	Fringes
CARPENTERS: MILLWRIGHT (SANTA CLARA COUNTY).....	$ 54.95	33.08
CARPENTERS: JOURNEYMAN CARPENTER (SANTA CLARA COUNTY).....	$ 54.85	31.49
CARPENTERS: HARDWOOD FLOORLAYER, SHINGLER, POWER SAW OPERATOR, STEEL SCAFFOLD & STEEL SHORING ERECTOR, SAW FILER (SANTA CLARA COUNTY).....	$ 55.00	31.49
CARPENTERS: BRIDGE BUILDER/HIGHWAY CARPENTER (SANTA CLARA COUNTY).....	$ 54.85	31.49

CARP0405-002 07/01/2021

	Rates	Fringes
CARPENTERS: MILLWRIGHT (SAN BENITO COUNTY).....	$ 51.47	33.08
CARPENTERS: JOURNEYMAN CARPENTER (SAN BENITO COUNTY).....	$ 48.97	31.49
CARPENTERS: HARDWOOD FLOORLAYER, SHINGLER, POWER SAW OPERATOR, STEEL SCAFFOLD & STEEL SHORING ERECTOR, SAW FILER (SAN BENITO COUNTY).....	$ 49.12	31.49
CARPENTERS: BRIDGE BUILDER/HIGHWAY CARPENTER (SAN BENITO COUNTY).....	$ 54.85	31.49

CARP0505-001 07/01/2021

	Rates	Fringes
CARPENTERS: MILLWRIGHT (SANTA CRUZ COUNTY).....	$ 51.47	33.08
CARPENTERS: JOURNEYMAN CARPENTER (SANTA CRUZ COUNTY).....	$ 48.97	31.49
CARPENTERS: HARDWOOD FLOORLAYER, SHINGLER, POWER SAW OPERATOR, STEEL SCAFFOLD & STEEL SHORING ERECTOR, SAW FILER (SANTA CRUZ COUNTY).....	$ 49.12	31.49
CARPENTERS: BRIDGE BUILDER/HIGHWAY CARPENTER (SANTA CRUZ COUNTY).....	$ 54.85	31.49

CARP0605-001 07/01/2021

	Rates	Fringes
CARPENTERS: MILLWRIGHT (MONTEREY COUNTY).....	$ 51.47	33.08
CARPENTERS: JOURNEYMAN CARPENTER (MONTEREY COUNTY)..	$ 48.97	31.49
CARPENTERS: HARDWOOD FLOORLAYER, SHINGLER, POWER SAW OPERATOR, STEEL SCAFFOLD & STEEL SHORING ERECTOR, SAW FILER (MONTEREY COUNTY).....	$ 49.12	31.49
CARPENTERS: BRIDGE BUILDER/HIGHWAY CARPENTER (MONTEREY COUNTY).....	$ 54.85	31.49

CARP0701-001 07/01/2021

	Rates	Fringes
CARPENTERS: MILLWRIGHT (FRESNO AND MADERA COUNTIES).	$ 50.12	33.08
CARPENTERS: JOURNEYMAN CARPENTER (FRESNO AND MADERA COUNTIES).....	$ 47.62	31.49
CARPENTERS: HARDWOOD FLOORLAYER, SHINGLER, POWER SAW OPERATOR, STEEL SCAFFOLD & STEEL SHORING ERECTOR, SAW FILER (FRESNO AND MADERA COUNTIES)...	$ 47.77	31.49
CARPENTERS: BRIDGE BUILDER/HIGHWAY CARPENTER (FRESNO AND MADERA COUNTIES).....	$ 54.85	31.49

CARP0713-001 07/01/2021

	Rates	Fringes
CARPENTERS: MILLWRIGHT (ALAMEDA COUNTY).....	$ 54.95	33.08
CARPENTERS: JOURNEYMAN CARPENTER (ALAMEDA COUNTY)...	$ 54.85	31.49
CARPENTERS: HARDWOOD FLOORLAYER, SHINGLER, POWER SAW OPERATOR, STEEL SCAFFOLD & STEEL SHORING ERECTOR, SAW FILER (ALAMEDA COUNTY).....	$ 55.00	31.49
CARPENTERS: BRIDGE BUILDER/HIGHWAY CARPENTER (ALAMEDA COUNTY).....	$ 54.85	31.49

CARP1109-001 07/01/2021

	Rates	Fringes
CARPENTERS: MILLWRIGHT (KINGS COUNTY).....	$ 50.12	33.08
CARPENTERS: JOURNEYMAN CARPENTER (KINGS COUNTY).....	$ 47.62	31.49
CARPENTERS: HARDWOOD FLOORLAYER, SHINGLER, POWER SAW OPERATOR, STEEL SCAFFOLD & STEEL SHORING ERECTOR, SAW FILER KINGS COUNTY.....	$ 47.77	31.49
CARPENTERS: BRIDGE BUILDER/HIGHWAY CARPENTER (KINGS COUNTY).....	$ 54.85	31.49

ELEC0006-004 12/01/2025

	Rates	Fringes
SOUND & COMMUNICATIONS: TECHNICIAN (SAN FRANCISCO COUNTY) SCOPE OF WORK: INCLUDING ANY DATA SYSTEM WHOSE ONLY FUNCTION IS TO TRANSMIT OR RECEIVE INFORMATION; EXCLUDING ALL OTHER DATA SYSTEMS OR MULTIPLE SYSTEMS WHICH INCLUDE CONTROL FUNCTION OR POWER SUPPLY; INCLUSION OR EXCLUSION OF TERMINATIONS AND TESTINGS OF CONDUCTORS DETERMINED BY THEIR FUNCTION; EXCLUDING FIRE ALARM WORK WHEN INSTALLED IN RACEWAYS (INCLUDING WIRE AND CABLE PULLING) AND WHEN PERFORMED ON NEW OR MAJOR REMODEL BUILDING PROJECTS OR JOBS FOR WHICH THE CONDUCTORS FOR THE FIRE ALARM SYSTEM ARE INSTALLED IN CONDUIT; EXCLUDING INSTALLATION OF RACEWAY SYSTEMS, LINE VOLTAGE WORK, INDUSTRIAL WORK, LIFE-SAFETY SYSTEMS (ALL BUILDINGS HAVING FLOORS LOCATED MORE THAN 75' ABOVE THE LOWEST FLOOR LEVEL HAVING BUILDING ACCESS); EXCLUDING ENERGY MANAGEMENT SYSTEMS. FOOTNOTE: FIRE ALARM WORK WHEN INSTALLED IN RACEWAYS (INCLUDING WIRE AND CABLE PULLING), ON PROJECTS WHICH INVOLVE NEW OR MAJOR REMODEL BUILDING CONSTRUCTION, FOR WHICH THE CONDUCTORS FOR THE FIRE ALARM SYSTEM ARE INSTALLED IN THE CONDUIT, SHALL BE PERFORMED BY THE INSIDE ELECTRICIAN.....	$ 67.65	31.78
SOUND & COMMUNICATIONS: INSTALLER SCOPE OF WORK: INCLUDING ANY DATA SYSTEM WHOSE ONLY FUNCTION IS TO TRANSMIT OR RECEIVE INFORMATION; EXCLUDING ALL OTHER DATA SYSTEMS OR MULTIPLE SYSTEMS WHICH INCLUDE CONTROL FUNCTION OR POWER SUPPLY; INCLUSION OR EXCLUSION OF TERMINATIONS AND TESTINGS OF CONDUCTORS DETERMINED BY THEIR FUNCTION; EXCLUDING FIRE ALARM WORK WHEN INSTALLED IN RACEWAYS (INCLUDING WIRE AND CABLE PULLING) AND WHEN PERFORMED ON NEW OR MAJOR REMODEL BUILDING PROJECTS OR JOBS FOR WHICH THE CONDUCTORS FOR THE FIRE ALARM SYSTEM ARE INSTALLED IN CONDUIT; EXCLUDING INSTALLATION OF RACEWAY SYSTEMS, LINE VOLTAGE WORK, INDUSTRIAL WORK, LIFE-SAFETY SYSTEMS (ALL BUILDINGS HAVING FLOORS LOCATED MORE THAN 75' ABOVE THE LOWEST FLOOR LEVEL HAVING BUILDING ACCESS); EXCLUDING ENERGY MANAGEMENT SYSTEMS. FOOTNOTE: FIRE ALARM WORK WHEN INSTALLED IN RACEWAYS (INCLUDING WIRE AND CABLE PULLING), ON PROJECTS WHICH INVOLVE NEW OR MAJOR REMODEL BUILDING CONSTRUCTION, FOR WHICH THE CONDUCTORS FOR THE FIRE ALARM SYSTEM ARE INSTALLED IN THE CONDUIT, SHALL BE PERFORMED BY THE INSIDE ELECTRICIAN.(SAN FRANCISCO COUNTY).....	$ 58.83	31.51

ELEC0006-007 06/01/2024

	Rates	Fringes
ELECTRICIAN (SAN FRANCISCO COUNTY).....	$ 91.25	48.05

ELEC0100-002 09/01/2025

	Rates	Fringes
ELECTRICIAN (FRESNO, KINGS, AND MADERA COUNTIES)....	$ 50.00	30.15

ELEC0100-005 12/01/2024

	Rates	Fringes
COMMUNICATIONS SYSTEM: TECHNICIAN (FRESNO, KINGS, MADERA) SCOPE OF WORK INCLUDES THE INSTALLATION TESTING, SERVICE AND MAINTENANCE, OF THE FOLLOWING SYSTEMS WHICH UTILIZE THE TRANSMISSION AND/OR TRANSFERENCE OF VOICE, SOUND, VISION AND DIGITAL FOR COMMERCIAL, EDUCATION, SECURITY AND ENTERTAINMENT PURPOSES FOR THE FOLLOWING: TV MONITORING AND SURVEILLANCE, BACKGROUND-FOREGROUND MUSIC, INTERCOM AND TELEPHONE INTERCONNECT, INVENTORY CONTROL SYSTEMS, MICROWAVE TRANSMISSION, MULTI-MEDIA, MULTIPLEX, NURSE CALL SYSTEM, RADIO PAGE, SCHOOL INTERCOM AND SOUND, BURGLAR ALARMS, AND LOW VOLTAGE MASTER CLOCK SYSTEMS. A. SOUND AND VOICE TRANSMISSION/TRANSFERENCE SYSTEMS BACKGROUND FOREGROUND MUSIC, INTERCOM AND TELEPHONE INTERCONNECT SYSTEMS, TELEPHONE SYSTEMS NURSE CALL SYSTEMS, RADIO PAGE SYSTEMS, SCHOOL INTERCOM AND SOUND SYSTEMS, BURGLAR ALARM SYSTEMS, LOW VOLTAGE, MASTER CLOCK SYSTEMS, MULTI-MEDIA/MULTIPLEX SYSTEMS, SOUND AND MUSICAL ENTERTAINMENT SYSTEMS, RF SYSTEMS, ANTENNAS AND WAVE GUIDE, B. FIRE ALARM SYSTEMS INSTALLATION, WIRE PULLING AND TESTING C. TELEVISION AND VIDEO SYSTEMS TELEVISION MONITORING AND SURVEILLANCE SYSTEMS VIDEO SECURITY SYSTEMS, VIDEO ENTERTAINMENT SYSTEMS, VIDEO EDUCATIONAL SYSTEMS, MICROWAVE TRANSMISSION SYSTEMS, CATV AND CCTV D. SECURITY SYSTEMS PERIMETER SECURITY SYSTEMS VIBRATION SENSOR SYSTEMS CARD ACCESS SYSTEMS ACCESS CONTROL SYSTEMS, SONAR/INFRARED MONITORING EQUIPMENT E. COMMUNICATIONS SYSTEMS THAT TRANSMIT OR RECEIVE INFORMATION AND/OR CONTROL SYSTEMS THAT ARE INTRINSIC TO THE ABOVE LISTED SYSTEMS SCADA (SUPERVISORY CONTROL AND DATA ACQUISITION) PCM (PULSE CODE MODULATION) INVENTORY CONTROL SYSTEMS, DIGITAL DATA SYSTEMS BROADBAND AND BASEBAND AND CARRIERS POINT OF SALE SYSTEMS, VSAT DATA SYSTEMS DATA COMMUNICATION SYSTEMS RF AND REMOTE CONTROL SYSTEMS, FIBER OPTIC DATA SYSTEMS WORK EXCLUDED RACEWAY SYSTEMS ARE NOT COVERED (EXCLUDING LADDER-RACK FOR THE PURPOSE OF THE ABOVE LISTED SYSTEMS). CHASES AND/OR NIPPLES (NOT TO EXCEED 10 FEET) MAY BE INSTALLED ON OPEN WIRING SYSTEMS. ENERGY MANAGEMENT SYSTEMS. SCADA (SUPERVISORY		

CONTROL AND DATA ACQUISITION) WHEN NOT INTRINSIC TO
THE ABOVE LISTED SYSTEMS (IN THE SCOPE). FIRE
ALARM SYSTEMS WHEN INSTALLED IN RACEWAYS (INCLUDING
WIRE AND CABLE PULLING) SHALL BE PERFORMED AT THE
ELECTRICIAN WAGE RATE, WHEN EITHER OF THE FOLLOWING
TWO (2) CONDITIONS APPLY: 1. THE PROJECT
INVOLVES NEW OR MAJOR REMODEL BUILDING TRADES
CONSTRUCTION. 2. THE CONDUCTORS FOR THE FIRE
ALARM SYSTEM ARE INSTALLED IN CONDUIT.....$ 52.07 28.21
COMMUNICATIONS SYSTEM: INSTALLER (FRESNO, KINGS,
MADERA) SCOPE OF WORK INCLUDES THE
INSTALLATION TESTING, SERVICE AND MAINTENANCE, OF
THE FOLLOWING SYSTEMS WHICH UTILIZE THE
TRANSMISSION AND/OR TRANSFERENCE OF VOICE, SOUND,
VISION AND DIGITAL FOR COMMERCIAL, EDUCATION,
SECURITY AND ENTERTAINMENT PURPOSES FOR THE
FOLLOWING: TV MONITORING AND SURVEILLANCE,
BACKGROUND-FOREGROUND MUSIC, INTERCOM AND TELEPHONE
INTERCONNECT, INVENTORY CONTROL SYSTEMS, MICROWAVE
TRANSMISSION, MULTI-MEDIA, MULTIPLEX, NURSE CALL
SYSTEM, RADIO PAGE, SCHOOL INTERCOM AND SOUND,
BURGLAR ALARMS, AND LOW VOLTAGE MASTER CLOCK
SYSTEMS. A. SOUND AND VOICE
TRANSMISSION/TRANSFERENCE SYSTEMS BACKGROUND
FOREGROUND MUSIC, INTERCOM AND TELEPHONE
INTERCONNECT SYSTEMS, TELEPHONE SYSTEMS NURSE CALL
SYSTEMS, RADIO PAGE SYSTEMS, SCHOOL INTERCOM AND
SOUND SYSTEMS, BURGLAR ALARM SYSTEMS, LOW VOLTAGE,
MASTER CLOCK SYSTEMS, MULTI-MEDIA/MULTIPLEX
SYSTEMS, SOUND AND MUSICAL ENTERTAINMENT SYSTEMS,
RF SYSTEMS, ANTENNAS AND WAVE GUIDE, B. FIRE
ALARM SYSTEMS INSTALLATION, WIRE PULLING AND
TESTING C. TELEVISION AND VIDEO SYSTEMS
TELEVISION MONITORING AND SURVEILLANCE SYSTEMS
VIDEO SECURITY SYSTEMS, VIDEO ENTERTAINMENT
SYSTEMS, VIDEO EDUCATIONAL SYSTEMS, MICROWAVE
TRANSMISSION SYSTEMS, CATV AND CCTV D. SECURITY
SYSTEMS PERIMETER SECURITY SYSTEMS VIBRATION SENSOR
SYSTEMS CARD ACCESS SYSTEMS ACCESS CONTROL SYSTEMS,
SONAR/INFRARED MONITORING EQUIPMENT E.
COMMUNICATIONS SYSTEMS THAT TRANSMIT OR RECEIVE
INFORMATION AND/OR CONTROL SYSTEMS THAT ARE
INTRINSIC TO THE ABOVE LISTED SYSTEMS SCADA
(SUPERVISORY CONTROL AND DATA ACQUISITION) PCM
(PULSE CODE MODULATION) INVENTORY CONTROL SYSTEMS,
DIGITAL DATA SYSTEMS BROADBAND AND BASEBAND AND
CARRIERS POINT OF SALE SYSTEMS, VSAT DATA SYSTEMS
DATA COMMUNICATION SYSTEMS RF AND REMOTE CONTROL
SYSTEMS, FIBER OPTIC DATA SYSTEMS WORK EXCLUDED
RACEWAY SYSTEMS ARE NOT COVERED (EXCLUDING
LADDER-RACK FOR THE PURPOSE OF THE ABOVE LISTED
SYSTEMS). CHASES AND/OR NIPPLES (NOT TO EXCEED 10
FEET) MAY BE INSTALLED ON OPEN WIRING SYSTEMS.
ENERGY MANAGEMENT SYSTEMS. SCADA (SUPERVISORY
CONTROL AND DATA ACQUISITION) WHEN NOT INTRINSIC TO
THE ABOVE LISTED SYSTEMS (IN THE SCOPE). FIRE
ALARM SYSTEMS WHEN INSTALLED IN RACEWAYS (INCLUDING
WIRE AND CABLE PULLING) SHALL BE PERFORMED AT THE
ELECTRICIAN WAGE RATE, WHEN EITHER OF THE FOLLOWING
TWO (2) CONDITIONS APPLY: 1. THE PROJECT
INVOLVES NEW OR MAJOR REMODEL BUILDING TRADES
CONSTRUCTION. 2. THE CONDUCTORS FOR THE FIRE
ALARM SYSTEM ARE INSTALLED IN CONDUIT.....$ 45.28 28.01

ELEC0234-001 12/30/2025

	Rates	Fringes
ELECTRICIAN (MONTEREY, SAN BENITO AND SANTA CRUZ COUNTIES) ZONE A : ALL OF SANTA CRUZ, MONTEREY, AND SAN BENITO COUNTIES WITHIN 25 AIR MILES OF HIGHWAY 1 AND DOLAN ROAD IN MOSS LANDING, AND AN AREA EXTENDING 5 MILES EAST AND WEST OF HIGHWAY 101 SOUTH TO THE SAN LUIS OBISPO COUNTY LINE.....	$ 70.41	33.76
ELECTRICIAN (MONTEREY, SAN BENITO AND SANTA CRUZ COUNTIES) ZONE B: ANY AREA OUTSIDE OF ZONE A.....	$ 77.45	33.97

ELEC0234-003 12/01/2021

	Rates	Fringes
SOUND & COMMUNICATIONS, TECHNICIAN (MONTEREY, SAN BENITO, AND SANTA CRUZ COUNTIES) SCOPE OF WORK: INCLUDING ANY DATA SYSTEM WHOSE ONLY FUNCTION IS TO TRANSMIT OR RECEIVE INFORMATION; EXCLUDING ALL OTHER DATA SYSTEMS OR MULTIPLE SYSTEMS WHICH INCLUDE CONTROL FUNCTION OR POWER SUPPLY; INCLUSION OR EXCLUSION OF TERMINATIONS AND TESTINGS OF CONDUCTORS DETERMINED BY THEIR FUNCTION; EXCLUDING FIRE ALARM WORK WHEN INSTALLED IN RACEWAYS (INCLUDING WIRE AND CABLE PULLING) AND WHEN PERFORMED ON NEW OR MAJOR REMODEL BUILDING PROJECTS OR JOBS FOR WHICH THE CONDUCTORS FOR THE FIRE ALARM SYSTEM ARE INSTALLED IN CONDUIT; EXCLUDING INSTALLATION OF RACEWAY SYSTEMS, LINE VOLTAGE WORK, INDUSTRIAL WORK, LIFE-SAFETY SYSTEMS (ALL BUILDINGS HAVING FLOORS LOCATED MORE THAN 75' ABOVE THE LOWEST FLOOR LEVEL HAVING BUILDING ACCESS); EXCLUDING ENERGY MANAGEMENT SYSTEMS. FOOTNOTE: FIRE ALARM WORK WHEN INSTALLED IN RACEWAYS (INCLUDING WIRE AND CABLE PULLING), ON PROJECTS WHICH INVOLVE NEW OR MAJOR REMODEL BUILDING CONSTRUCTION, FOR WHICH THE CONDUCTORS FOR THE FIRE ALARM SYSTEM ARE INSTALLED IN THE CONDUIT, SHALL BE PERFORMED BY THE INSIDE ELECTRICIAN.....	$ 55.12	24.30
SOUND & COMMUNICATIONS, INSTALLER (MONTEREY, SAN BENITO, AND SANTA CRUZ COUNTIES).....	$ 47.93	24.09

ELEC0302-001 03/01/2025

	Rates	Fringes
ELECTRICIAN (CONTRA COSTA COUNTY).....	$ 66.26	35.84
CABLE SPLICER (CONTRA COSTA COUNTY).....	$ 74.54	36.09

ELEC0302-003 12/01/2025

	Rates	Fringes
SOUND & COMMUNICATIONS: TECHNICIAN (CONTRA COSTA COUNTY) SCOPE OF WORK: INCLUDING ANY DATA SYSTEM WHOSE ONLY FUNCTION IS TO TRANSMIT OR RECEIVE INFORMATION; EXCLUDING ALL OTHER DATA SYSTEMS OR MULTIPLE SYSTEMS WHICH INCLUDE CONTROL FUNCTION OR POWER SUPPLY; INCLUSION OR EXCLUSION OF TERMINATIONS AND TESTINGS OF CONDUCTORS DETERMINED BY THEIR FUNCTION; EXCLUDING FIRE ALARM WORK WHEN INSTALLED IN RACEWAYS (INCLUDING WIRE AND CABLE PULLING) AND WHEN PERFORMED ON NEW OR MAJOR REMODEL BUILDING PROJECTS OR JOBS FOR WHICH THE CONDUCTORS FOR THE FIRE ALARM SYSTEM ARE INSTALLED IN CONDUIT; EXCLUDING INSTALLATION OF RACEWAY SYSTEMS, LINE VOLTAGE WORK, INDUSTRIAL WORK, LIFE-SAFETY SYSTEMS (ALL BUILDINGS HAVING FLOORS		

LOCATED MORE THAN 75' ABOVE THE LOWEST FLOOR LEVEL
HAVING BUILDING ACCESS); EXCLUDING ENERGY
MANAGEMENT SYSTEMS. FOOTNOTE: FIRE ALARM WORK
WHEN INSTALLED IN RACEWAYS (INCLUDING WIRE AND
CABLE PULLING), ON PROJECTS WHICH INVOLVE NEW OR
MAJOR REMODEL BUILDING CONSTRUCTION, FOR WHICH THE
CONDUCTORS FOR THE FIRE ALARM SYSTEM ARE INSTALLED
IN THE CONDUIT, SHALL BE PERFORMED BY THE INSIDE
ELECTRICIAN.....$ 61.04 31.08
SOUND & COMMUNICATIONS: INSTALLER (CONTRA COSTA
COUNTY) SCOPE OF WORK: INCLUDING ANY DATA
SYSTEM WHOSE ONLY FUNCTION IS TO TRANSMIT OR
RECEIVE INFORMATION; EXCLUDING ALL OTHER DATA
SYSTEMS OR MULTIPLE SYSTEMS WHICH INCLUDE CONTROL
FUNCTION OR POWER SUPPLY; INCLUSION OR EXCLUSION
OF TERMINATIONS AND TESTINGS OF CONDUCTORS
DETERMINED BY THEIR FUNCTION; EXCLUDING FIRE ALARM
WORK WHEN INSTALLED IN RACEWAYS (INCLUDING WIRE AND
CABLE PULLING) AND WHEN PERFORMED ON NEW OR MAJOR
REMODEL BUILDING PROJECTS OR JOBS FOR WHICH THE
CONDUCTORS FOR THE FIRE ALARM SYSTEM ARE INSTALLED
IN CONDUIT; EXCLUDING INSTALLATION OF RACEWAY
SYSTEMS, LINE VOLTAGE WORK, INDUSTRIAL WORK,
LIFE-SAFETY SYSTEMS (ALL BUILDINGS HAVING FLOORS
LOCATED MORE THAN 75' ABOVE THE LOWEST FLOOR LEVEL
HAVING BUILDING ACCESS); EXCLUDING ENERGY
MANAGEMENT SYSTEMS. FOOTNOTE: FIRE ALARM WORK
WHEN INSTALLED IN RACEWAYS (INCLUDING WIRE AND
CABLE PULLING), ON PROJECTS WHICH INVOLVE NEW OR
MAJOR REMODEL BUILDING CONSTRUCTION, FOR WHICH THE
CONDUCTORS FOR THE FIRE ALARM SYSTEM ARE INSTALLED
IN THE CONDUIT, SHALL BE PERFORMED BY THE INSIDE
ELECTRICIAN.....$ 53.08 30.84

ELEC0332-001 06/01/2025

	Rates	Fringes
ELECTRICIAN (SANTA CLARA COUNTY) FOOTNOTES: WORK UNDER COMPRESSED AIR OR WHERE GAS MASKS ARE REQUIRED, ORWORK ON LADDERS, SCAFFOLDS, STACKS, ""BOSUN'S CHAIRS,"" OR OTHER STRUCTURES AND WHERE THE WORKERS ARE NOT PROTECTED BY PERMANENT GUARD RAILS AT A DISTANCE OF 40 TO 60 FT. FROM THE GROUND OR SUPPORTING STRUCTURES: TO BE PAID ONE AND ONE-HALF TIMES THE STRAIGHT-TIME RATE OF PAY. WORK ON STRUCTURES OF 60 FT. OR OVER (AS DESCRIBED ABOVE): TO BE PAID TWICE THE STRAIGHT-TIME RATE OF PAY.....	$ 91.03	49.05
CABLE SPLICER (SANTA CLARA COUNTY) FOOTNOTES: WORK UNDER COMPRESSED AIR OR WHERE GAS MASKS ARE REQUIRED, ORWORK ON LADDERS, SCAFFOLDS, STACKS, ""BOSUN'S CHAIRS,"" OR OTHER STRUCTURES AND WHERE THE WORKERS ARE NOT PROTECTED BY PERMANENT GUARD RAILS AT A DISTANCE OF 40 TO 60 FT. FROM THE GROUND OR SUPPORTING STRUCTURES: TO BE PAID ONE AND ONE-HALF TIMES THE STRAIGHT-TIME RATE OF PAY. WORK ON STRUCTURES OF 60 FT. OR OVER (AS DESCRIBED ABOVE): TO BE PAID TWICE THE STRAIGHT-TIME RATE OF PAY.....	$ 104.68	49.46

ELEC0332-003 12/01/2025

	Rates	Fringes
SOUND & COMMUNICATIONS: TECHNICIAN (SANTA CLARA COUNTY) SCOPE OF WORK: INCLUDING ANY DATA SYSTEM WHOSE ONLY FUNCTION IS TO TRANSMIT OR RECEIVE INFORMATION; EXCLUDING ALL OTHER DATA SYSTEMS OR MULTIPLE SYSTEMS WHICH INCLUDE CONTROL FUNCTION OR POWER SUPPLY; INCLUSION OR EXCLUSION OF TERMINATIONS AND TESTINGS OF CONDUCTORS DETERMINED BY THEIR FUNCTION; EXCLUDING FIRE ALARM WORK WHEN INSTALLED IN RACEWAYS (INCLUDING WIRE AND CABLE PULLING) AND WHEN PERFORMED ON NEW OR MAJOR REMODEL BUILDING PROJECTS OR JOBS FOR WHICH THE CONDUCTORS FOR THE FIRE ALARM SYSTEM ARE INSTALLED IN CONDUIT; EXCLUDING INSTALLATION OF RACEWAY SYSTEMS, LINE VOLTAGE WORK, INDUSTRIAL WORK, LIFE-SAFETY SYSTEMS (ALL BUILDINGS HAVING FLOORS LOCATED MORE THAN 75' ABOVE THE LOWEST FLOOR LEVEL HAVING BUILDING ACCESS); EXCLUDING ENERGY MANAGEMENT SYSTEMS. FOOTNOTE: FIRE ALARM WORK WHEN INSTALLED IN RACEWAYS (INCLUDING WIRE AND CABLE PULLING), ON PROJECTS WHICH INVOLVE NEW OR MAJOR REMODEL BUILDING CONSTRUCTION, FOR WHICH THE CONDUCTORS FOR THE FIRE ALARM SYSTEM ARE INSTALLED IN THE CONDUIT, SHALL BE PERFORMED BY THE INSIDE ELECTRICIAN.....	$ 67.08	31.26
SOUND & COMMUNICATIONS: INSTALLER (SANTA CLARA COUNTY) SCOPE OF WORK: INCLUDING ANY DATA SYSTEM WHOSE ONLY FUNCTION IS TO TRANSMIT OR RECEIVE INFORMATION; EXCLUDING ALL OTHER DATA SYSTEMS OR MULTIPLE SYSTEMS WHICH INCLUDE CONTROL FUNCTION OR POWER SUPPLY; INCLUSION OR EXCLUSION OF TERMINATIONS AND TESTINGS OF CONDUCTORS DETERMINED BY THEIR FUNCTION; EXCLUDING FIRE ALARM WORK WHEN INSTALLED IN RACEWAYS (INCLUDING WIRE AND CABLE PULLING) AND WHEN PERFORMED ON NEW OR MAJOR REMODEL BUILDING PROJECTS OR JOBS FOR WHICH THE CONDUCTORS FOR THE FIRE ALARM SYSTEM ARE INSTALLED IN CONDUIT; EXCLUDING INSTALLATION OF RACEWAY SYSTEMS, LINE VOLTAGE WORK, INDUSTRIAL WORK, LIFE-SAFETY SYSTEMS (ALL BUILDINGS HAVING FLOORS LOCATED MORE THAN 75' ABOVE THE LOWEST FLOOR LEVEL HAVING BUILDING ACCESS); EXCLUDING ENERGY MANAGEMENT SYSTEMS. FOOTNOTE: FIRE ALARM WORK WHEN INSTALLED IN RACEWAYS (INCLUDING WIRE AND CABLE PULLING), ON PROJECTS WHICH INVOLVE NEW OR MAJOR REMODEL BUILDING CONSTRUCTION, FOR WHICH THE CONDUCTORS FOR THE FIRE ALARM SYSTEM ARE INSTALLED IN THE CONDUIT, SHALL BE PERFORMED BY THE INSIDE ELECTRICIAN.....	$ 58.33	31.00

ELEC0595-001 06/01/2025

	Rates	Fringes
ELECTRICIAN (ALAMEDA COUNTY).....	$ 76.00	49.07
CABLE SPLICER (ALAMEDA COUNTY).....	$ 87.40	49.41

ELEC0595-002 06/01/2024

	Rates	Fringes
ELECTRICIAN: (2) ALL OTHER WORK (CALAVERAS AND SAN JOAQUIN COUNTIES).....	$ 49.45	31.96
ELECTRICIAN: (1) TUNNEL WORK (CALAVERAS AND SAN JOAQUIN COUNTIES).....	$ 51.92	32.04
CABLE SPLICER (CALAVERAS AND SAN JOAQUIN COUNTIES)..	$ 59.34	32.26

ELEC0595-006 12/01/2025

	Rates	Fringes
SOUND & COMMUNICATIONS: INSTALLER (ALAMEDA COUNTY)..	$ 58.33	31.00
SOUND & COMMUNICATIONS, TECHNICIAN (ALAMEDA		

COUNTY) SCOPE OF WORK: INCLUDING ANY DATA
SYSTEM WHOSE ONLY FUNCTION IS TO TRANSMIT OR
RECEIVE INFORMATION; EXCLUDING ALL OTHER DATA
SYSTEMS OR MULTIPLE SYSTEMS WHICH INCLUDE CONTROL
FUNCTION OR POWER SUPPLY; INCLUSION OR EXCLUSION
OF TERMINATIONS AND TESTINGS OF CONDUCTORS
DETERMINED BY THEIR FUNCTION; EXCLUDING FIRE ALARM
WORK WHEN INSTALLED IN RACEWAYS (INCLUDING WIRE AND
CABLE PULLING) AND WHEN PERFORMED ON NEW OR MAJOR
REMODEL BUILDING PROJECTS OR JOBS FOR WHICH THE
CONDUCTORS FOR THE FIRE ALARM SYSTEM ARE INSTALLED
IN CONDUIT; EXCLUDING INSTALLATION OF RACEWAY
SYSTEMS, LINE VOLTAGE WORK, INDUSTRIAL WORK,
LIFE-SAFETY SYSTEMS (ALL BUILDINGS HAVING FLOORS
LOCATED MORE THAN 75' ABOVE THE LOWEST FLOOR LEVEL
HAVING BUILDING ACCESS); EXCLUDING ENERGY
MANAGEMENT SYSTEMS. FOOTNOTE: FIRE ALARM
WORK WHEN INSTALLED IN RACEWAYS (INCLUDING WIRE AND
CABLE PULLING), ON PROJECTS WHICH INVOLVE NEW OR
MAJOR REMODEL BUILDING CONSTRUCTION, FOR WHICH THE
CONDUCTORS FOR THE FIRE ALARM SYSTEM ARE INSTALLED
IN THE CONDUIT, SHALL BE PERFORMED BY THE INSIDE
ELECTRICIAN.....$ 67.08 31.26

ELEC0595-008 12/01/2024

	Rates	Fringes
COMMUNICATIONS SYSTEM: TECHNICIAN (CALAVERAS AND SAN JOAQUIN COUNTIES) SCOPE OF WORK: INCLUDING ANY DATA SYSTEM WHOSE ONLY FUNCTION IS TO TRANSMIT OR RECEIVE INFORMATION; EXCLUDING ALL OTHER DATA SYSTEMS OR MULTIPLE SYSTEMS WHICH INCLUDE CONTROL FUNCTION OR POWER SUPPLY; INCLUSION OR EXCLUSION OF TERMINATIONS AND TESTINGS OF CONDUCTORS DETERMINED BY THEIR FUNCTION; EXCLUDING FIRE ALARM WORK WHEN INSTALLED IN RACEWAYS (INCLUDING WIRE AND CABLE PULLING) AND WHEN PERFORMED ON NEW OR MAJOR REMODEL BUILDING PROJECTS OR JOBS FOR WHICH THE CONDUCTORS FOR THE FIRE ALARM SYSTEM ARE INSTALLED IN CONDUIT; EXCLUDING INSTALLATION OF RACEWAY SYSTEMS, LINE VOLTAGE WORK, INDUSTRIAL WORK, LIFE-SAFETY SYSTEMS (ALL BUILDINGS HAVING FLOORS LOCATED MORE THAN 75' ABOVE THE LOWEST FLOOR LEVEL HAVING BUILDING ACCESS); EXCLUDING ENERGY MANAGEMENT SYSTEMS. FOOTNOTE: FIRE ALARM WORK WHEN INSTALLED IN RACEWAYS (INCLUDING WIRE AND CABLE PULLING), ON PROJECTS WHICH INVOLVE NEW OR MAJOR REMODEL BUILDING CONSTRUCTION, FOR WHICH THE CONDUCTORS FOR THE FIRE ALARM SYSTEM ARE INSTALLED IN THE CONDUIT, SHALL BE PERFORMED BY THE INSIDE ELECTRICIAN.....	$ 52.07	28.21
COMMUNICATIONS SYSTEM: INSTALLER (CALAVERAS AND SAN JOAQUIN COUNTIES) SCOPE OF WORK: INCLUDING ANY DATA SYSTEM WHOSE ONLY FUNCTION IS TO TRANSMIT OR RECEIVE INFORMATION; EXCLUDING ALL OTHER DATA SYSTEMS OR MULTIPLE SYSTEMS WHICH INCLUDE CONTROL FUNCTION OR POWER SUPPLY; INCLUSION OR EXCLUSION OF TERMINATIONS AND TESTINGS OF CONDUCTORS DETERMINED BY THEIR FUNCTION; EXCLUDING FIRE ALARM WORK WHEN INSTALLED IN RACEWAYS (INCLUDING WIRE AND CABLE PULLING) AND WHEN PERFORMED ON NEW OR MAJOR REMODEL BUILDING PROJECTS OR JOBS FOR WHICH THE CONDUCTORS FOR THE FIRE ALARM SYSTEM ARE INSTALLED IN CONDUIT; EXCLUDING INSTALLATION OF RACEWAY SYSTEMS, LINE VOLTAGE WORK, INDUSTRIAL WORK, LIFE-SAFETY SYSTEMS (ALL BUILDINGS HAVING FLOORS LOCATED MORE THAN 75' ABOVE THE LOWEST FLOOR LEVEL HAVING BUILDING ACCESS); EXCLUDING ENERGY MANAGEMENT SYSTEMS. FOOTNOTE: FIRE ALARM WORK WHEN INSTALLED IN RACEWAYS (INCLUDING WIRE AND CABLE PULLING), ON PROJECTS WHICH INVOLVE NEW OR MAJOR REMODEL BUILDING CONSTRUCTION, FOR WHICH THE CONDUCTORS FOR THE FIRE ALARM SYSTEM ARE INSTALLED IN THE CONDUIT, SHALL BE PERFORMED BY THE INSIDE ELECTRICIAN.....	$ 45.28	28.01

ELEC0617-001 06/01/2025

	Rates	Fringes
ELECTRICIAN (SAN MATEO COUNTY).....	$ 86.00	51.07

ELEC0617-003 12/01/2025

	Rates	Fringes
SOUND & COMMUNICATIONS: TECHNICIAN (SAN MATEO COUNTY) SCOPE OF WORK: INCLUDING ANY DATA SYSTEM WHOSE ONLY FUNCTION IS TO TRANSMIT OR RECEIVE INFORMATION; EXCLUDING ALL OTHER DATA SYSTEMS OR MULTIPLE SYSTEMS WHICH INCLUDE CONTROL FUNCTION OR POWER SUPPLY; INCLUSION OR EXCLUSION OF TERMINATIONS AND TESTINGS OF CONDUCTORS DETERMINED BY THEIR FUNCTION; EXCLUDING FIRE ALARM WORK WHEN INSTALLED IN RACEWAYS (INCLUDING WIRE AND CABLE PULLING) AND WHEN PERFORMED ON NEW OR MAJOR REMODEL BUILDING PROJECTS OR JOBS FOR WHICH THE CONDUCTORS FOR THE FIRE ALARM SYSTEM ARE INSTALLED IN CONDUIT; EXCLUDING INSTALLATION OF RACEWAY SYSTEMS, LINE VOLTAGE WORK, INDUSTRIAL WORK, LIFE-SAFETY SYSTEMS (ALL BUILDINGS HAVING FLOORS LOCATED MORE THAN 75' ABOVE THE LOWEST FLOOR LEVEL HAVING BUILDING ACCESS); EXCLUDING ENERGY MANAGEMENT SYSTEMS. FOOTNOTE: FIRE ALARM WORK WHEN INSTALLED IN RACEWAYS (INCLUDING WIRE AND CABLE PULLING), ON PROJECTS WHICH INVOLVE NEW OR MAJOR REMODEL BUILDING CONSTRUCTION, FOR WHICH THE CONDUCTORS FOR THE FIRE ALARM SYSTEM ARE INSTALLED IN THE CONDUIT, SHALL BE PERFORMED BY THE INSIDE ELECTRICIAN.....	$ 67.08	31.26
SOUND & COMMUNICATIONS: INSTALLER (SAN MATEO COUNTY) SCOPE OF WORK: INCLUDING ANY DATA SYSTEM WHOSE ONLY FUNCTION IS TO TRANSMIT OR RECEIVE INFORMATION; EXCLUDING ALL OTHER DATA SYSTEMS OR MULTIPLE SYSTEMS WHICH INCLUDE CONTROL FUNCTION OR POWER SUPPLY; INCLUSION OR EXCLUSION OF TERMINATIONS AND TESTINGS OF CONDUCTORS DETERMINED BY THEIR FUNCTION; EXCLUDING FIRE ALARM WORK WHEN INSTALLED IN RACEWAYS (INCLUDING WIRE AND CABLE PULLING) AND WHEN PERFORMED ON NEW OR MAJOR REMODEL BUILDING PROJECTS OR JOBS FOR WHICH THE CONDUCTORS FOR THE FIRE ALARM SYSTEM ARE INSTALLED IN CONDUIT; EXCLUDING INSTALLATION OF RACEWAY SYSTEMS, LINE VOLTAGE WORK, INDUSTRIAL WORK, LIFE-SAFETY SYSTEMS (ALL BUILDINGS HAVING FLOORS LOCATED MORE THAN 75' ABOVE THE LOWEST FLOOR LEVEL HAVING BUILDING ACCESS); EXCLUDING ENERGY MANAGEMENT SYSTEMS. FOOTNOTE: FIRE ALARM WORK WHEN INSTALLED IN RACEWAYS (INCLUDING WIRE AND CABLE PULLING), ON PROJECTS WHICH INVOLVE NEW OR MAJOR REMODEL BUILDING CONSTRUCTION, FOR WHICH THE CONDUCTORS FOR THE FIRE ALARM SYSTEM ARE INSTALLED		

IN THE CONDUIT, SHALL BE PERFORMED BY THE INSIDE
ELECTRICIAN.....$ 58.33 31.00

ELEC0684-001 12/01/2024

	Rates	Fringes
ELECTRICIAN (MARIPOSA, MERCED, STANISLAUS AND TUOLUMNE COUNTIES) CABLE SPLICER = 110% OF JOURNEYMAN ELECTRICIAN.....	$ 48.50	30.09

ELEC0684-004 12/01/2024

	Rates	Fringes
COMMUNICATIONS SYSTEM: TECHNICIAN (MARIPOSA, MERCED, STANISLAUS AND TUOLUMNE COUNTIES) SCOPE OF WORK: INCLUDING ANY DATA SYSTEM WHOSE ONLY FUNCTION IS TO TRANSMIT OR RECEIVE INFORMATION; EXCLUDING ALL OTHER DATA SYSTEMS OR MULTIPLE SYSTEMS WHICH INCLUDE CONTROL FUNCTION OR POWER SUPPLY; INCLUSION OR EXCLUSION OF TERMINATIONS AND TESTINGS OF CONDUCTORS DETERMINED BY THEIR FUNCTION; EXCLUDING FIRE ALARM WORK WHEN INSTALLED IN RACEWAYS (INCLUDING WIRE AND CABLE PULLING) AND WHEN PERFORMED ON NEW OR MAJOR REMODEL BUILDING PROJECTS OR JOBS FOR WHICH THE CONDUCTORS FOR THE FIRE ALARM SYSTEM ARE INSTALLED IN CONDUIT; EXCLUDING INSTALLATION OF RACEWAY SYSTEMS, LINE VOLTAGE WORK, INDUSTRIAL WORK, LIFE-SAFETY SYSTEMS (ALL BUILDINGS HAVING FLOORS LOCATED MORE THAN 75' ABOVE THE LOWEST FLOOR LEVEL HAVING BUILDING ACCESS); EXCLUDING ENERGY MANAGEMENT SYSTEMS. FOOTNOTE: FIRE ALARM WORK WHEN INSTALLED IN RACEWAYS (INCLUDING WIRE AND CABLE PULLING), ON PROJECTS WHICH INVOLVE NEW OR MAJOR REMODEL BUILDING CONSTRUCTION, FOR WHICH THE CONDUCTORS FOR THE FIRE ALARM SYSTEM ARE INSTALLED IN THE CONDUIT, SHALL BE PERFORMED BY THE INSIDE ELECTRICIAN.....	$ 52.07	28.21
COMMUNICATIONS SYSTEM: INSTALLER (MARIPOSA, MERCED, STANISLAUS AND TUOLUMNE COUNTIES) SCOPE OF WORK: INCLUDING ANY DATA SYSTEM WHOSE ONLY FUNCTION IS TO TRANSMIT OR RECEIVE INFORMATION; EXCLUDING ALL OTHER DATA SYSTEMS OR MULTIPLE SYSTEMS WHICH INCLUDE CONTROL FUNCTION OR POWER SUPPLY; INCLUSION OR EXCLUSION OF TERMINATIONS AND TESTINGS OF CONDUCTORS DETERMINED BY THEIR FUNCTION; EXCLUDING FIRE ALARM WORK WHEN INSTALLED IN RACEWAYS (INCLUDING WIRE AND CABLE PULLING) AND WHEN PERFORMED ON NEW OR MAJOR REMODEL BUILDING PROJECTS OR JOBS FOR WHICH THE CONDUCTORS FOR THE FIRE ALARM SYSTEM ARE INSTALLED IN CONDUIT; EXCLUDING INSTALLATION OF RACEWAY SYSTEMS, LINE VOLTAGE WORK, INDUSTRIAL WORK, LIFE-SAFETY SYSTEMS (ALL BUILDINGS HAVING FLOORS LOCATED MORE THAN 75' ABOVE THE LOWEST FLOOR LEVEL HAVING BUILDING ACCESS); EXCLUDING ENERGY MANAGEMENT SYSTEMS. FOOTNOTE: FIRE ALARM WORK WHEN INSTALLED IN RACEWAYS (INCLUDING WIRE AND CABLE PULLING), ON PROJECTS WHICH INVOLVE NEW OR MAJOR REMODEL BUILDING CONSTRUCTION, FOR WHICH THE CONDUCTORS FOR THE FIRE ALARM SYSTEM ARE INSTALLED IN THE CONDUIT, SHALL BE PERFORMED BY THE INSIDE ELECTRICIAN.....	$ 45.28	28.01

ELEC1245-001 01/01/2025

	Rates	Fringes
LINE CONSTRUCTION: (3) GROUNDMAN HOLIDAYS: NEW YEAR'S DAY, M.L. KING DAY, MEMORIAL DAY, INDEPENDENCE DAY, LABOR DAY, VETERANS DAY, THANKSGIVING DAY AND DAY AFTER THANKSGIVING, CHRISTMAS DAY.....	$ 40.76	21.76
LINE CONSTRUCTION: (2) EQUIPMENT SPECIALIST (OPERATES CRAWLER TRACTORS, COMMERCIAL MOTOR VEHICLES, BACKHOES, TRENCHERS, CRANES (50 TONS AND BELOW), OVERHEAD & UNDERGROUND DISTRIBUTION LINE EQUIPMENT) HOLIDAYS: NEW YEAR'S DAY, M.L. KING DAY, MEMORIAL DAY, INDEPENDENCE DAY, LABOR DAY, VETERANS DAY, THANKSGIVING DAY AND DAY AFTER THANKSGIVING, CHRISTMAS DAY.....	$ 53.30	22.26
LINE CONSTRUCTION: (1) LINEMAN; CABLE SPLICER HOLIDAYS: NEW YEAR'S DAY, M.L. KING DAY, MEMORIAL DAY, INDEPENDENCE DAY, LABOR DAY, VETERANS DAY, THANKSGIVING DAY AND DAY AFTER THANKSGIVING, CHRISTMAS DAY.....	$ 70.16	24.71

ELEV0008-001 01/01/2025

	Rates	Fringes
ELEVATOR MECHANIC FOOTNOTE: A. PAID VACATION: EMPLOYER CONTRIBUTES 8% OF REGULAR HOURLY RATE AS VACATION PAY CREDIT FOR EMPLOYEES WITH MORE THAN 5 YEARS OF SERVICE, AND 6% FOR 6 MONTHS TO 5 YEARS OF SERVICE. B. PAID HOLIDAYS: NEW YEAR'S DAY, MEMORIAL DAY, INDEPENDENCE DAY, LABOR DAY, VETERANS' DAY, THANKSGIVING DAY, FRIDAY AFTER THANKSGIVING, AND CHRISTMAS DAY.....	$ 84.05	38.44

ENGI0003-001 06/29/2020

	Rates	Fringes
OPERATOR: POWER EQUIPMENT, PILEDRIVING - AREA 1:: GROUP 6.....	$ 42.50	31.15
OPERATOR: POWER EQUIPMENT, PILEDRIVING - AREA 1:: GROUP 5.....	$ 44.73	31.15
OPERATOR: POWER EQUIPMENT, PILEDRIVING - AREA 1:: GROUP 4.....	$ 47.37	31.15
OPERATOR: POWER EQUIPMENT, PILEDRIVING - AREA 1:: GROUP 3 (Truck Crane Oiler).....	$ 45.12	31.15
OPERATOR: POWER EQUIPMENT, PILEDRIVING - AREA 1:: GROUP 3 (Oiler).....	$ 42.89	31.15
OPERATOR: POWER EQUIPMENT, PILEDRIVING - AREA 1:: GROUP 3 (Lifting devices).....	$ 49.14	31.15
OPERATOR: POWER EQUIPMENT, PILEDRIVING - AREA 1:: GROUP 2 (Truck Crane Oiler).....	$ 45.41	31.15
OPERATOR: POWER EQUIPMENT, PILEDRIVING - AREA 1:: GROUP 2 (Oiler).....	$ 43.11	31.15
OPERATOR: POWER EQUIPMENT, PILEDRIVING - AREA 1:: GROUP 2 (Lifting devices).....	$ 50.82	31.15
OPERATOR: POWER EQUIPMENT, PILEDRIVING - AREA 1:: GROUP 1 (Truck Crane Oiler).....	$ 45.66	31.15
OPERATOR: POWER EQUIPMENT, PILEDRIVING - AREA 1:: GROUP 1 (Oiler).....	$ 43.38	31.15
OPERATOR: POWER EQUIPMENT, PILEDRIVING - AREA 1:: GROUP 1 (Lifting devices).....	$ 52.64	31.15
OPERATOR: POWER EQUIPMENT, TUNNEL AND UNDERGROUND WORK - AREA 1:: UNDERGROUND: (GROUP 5).....	$ 58.09	32.53
OPERATOR: POWER EQUIPMENT, TUNNEL AND UNDERGROUND WORK - AREA 1:: UNDERGROUND: (GROUP 4).....	$ 59.23	32.53
OPERATOR: POWER EQUIPMENT, TUNNEL AND UNDERGROUND WORK - AREA 1:: UNDERGROUND: (GROUP 3).....	$ 60.37	32.53
OPERATOR: POWER EQUIPMENT, TUNNEL AND UNDERGROUND		

WORK - AREA 1:: UNDERGROUND: (GROUP 2).....$ 61.70 32.53
OPERATOR: POWER EQUIPMENT, TUNNEL AND UNDERGROUND
WORK - AREA 1:: UNDERGROUND: (GROUP 1-A).....$ 65.43 32.53
OPERATOR: POWER EQUIPMENT, TUNNEL AND UNDERGROUND
WORK - AREA 1:: UNDERGROUND: (GROUP 1).....$ 62.96 32.53
OPERATOR: POWER EQUIPMENT, TUNNEL AND UNDERGROUND
WORK - AREA 1:: SHAFTS, STOPES, RAISES: (GROUP 5)...$ 58.19 32.53
OPERATOR: POWER EQUIPMENT, TUNNEL AND UNDERGROUND
WORK - AREA 1:: SHAFTS, STOPES, RAISES: (GROUP 4)...$ 59.33 32.53
OPERATOR: POWER EQUIPMENT, TUNNEL AND UNDERGROUND
WORK - AREA 1:: SHAFTS, STOPES, RAISES: (GROUP 3)...$ 60.47 32.53
OPERATOR: POWER EQUIPMENT, TUNNEL AND UNDERGROUND
WORK - AREA 1:: SHAFTS, STOPES, RAISES: (GROUP 2)...$ 61.80 32.53
OPERATOR: POWER EQUIPMENT, TUNNEL AND UNDERGROUND
WORK - AREA 1:: SHAFTS, STOPES, RAISES: (GROUP 1-A).$ 65.53 32.53
OPERATOR: POWER EQUIPMENT, TUNNEL AND UNDERGROUND
WORK - AREA 1:: SHAFTS, STOPES, RAISES: (GROUP 1)...$ 63.06 32.53
OPERATOR: POWER EQUIPMENT, STEEL ERECTION - AREA
1:: GROUP 5.....$ 62.24 32.53
OPERATOR: POWER EQUIPMENT, STEEL ERECTION - AREA
1:: GROUP 4.....$ 63.54 32.53
OPERATOR: POWER EQUIPMENT, STEEL ERECTION - AREA
1:: GROUP 3.....$ 65.56 32.53
OPERATOR: POWER EQUIPMENT, STEEL ERECTION - AREA
1:: GROUP 2.....$ 67.04 32.53
OPERATOR: POWER EQUIPMENT, STEEL ERECTION - AREA
1:: GROUP 1.....$ 68.81 32.53
OPERATOR: POWER EQUIPMENT, CRANES AND ATTACHMENTS
- AREA 1:: GROUP 4.....$ 61.30 32.53
OPERATOR: POWER EQUIPMENT, CRANES AND ATTACHMENTS
- AREA 1:: GROUP 3 (Hydraulic).....$ 59.98 32.53
OPERATOR: POWER EQUIPMENT, CRANES AND ATTACHMENTS
- AREA 1:: GROUP 3 (Cranes).....$ 64.34 32.53
OPERATOR: POWER EQUIPMENT, CRANES AND ATTACHMENTS
- AREA 1:: GROUP 2.....$ 66.08 32.53
OPERATOR: POWER EQUIPMENT, CRANES AND ATTACHMENTS
- AREA 1:: GROUP 1.....$ 68.59 32.53
OPERATOR: POWER EQUIPMENT, AREA 1:: GROUP 8-A.....$ 55.49 32.53
OPERATOR: POWER EQUIPMENT, AREA 1:: GROUP 8.....$ 57.70 32.53
OPERATOR: POWER EQUIPMENT, AREA 1:: GROUP 7.....$ 58.84 32.53
OPERATOR: POWER EQUIPMENT, AREA 1:: GROUP 6.....$ 59.98 32.53
OPERATOR: POWER EQUIPMENT, AREA 1:: GROUP 5.....$ 61.30 32.53
OPERATOR: POWER EQUIPMENT, AREA 1:: GROUP 4.....$ 62.57 32.53
OPERATOR: POWER EQUIPMENT, AREA 1:: GROUP 3.....$ 63.95 32.53
OPERATOR: POWER EQUIPMENT, AREA 1:: GROUP 2.....$ 65.43 32.53
OPERATOR: POWER EQUIPMENT, AREA 1:: GROUP 1.....$ 66.96 32.53

ENGI0003-001 06/30/2025

	Rates	Fringes
OPERATOR: POWER EQUIPMENT, PILEDRIVING - AREA 1:: GROUP 6	$ 42.50	31.15
OPERATOR: POWER EQUIPMENT, PILEDRIVING - AREA 1:: GROUP 5	$ 44.73	31.15
OPERATOR: POWER EQUIPMENT, PILEDRIVING - AREA 1:: GROUP 4	$ 47.37	31.15
OPERATOR: POWER EQUIPMENT, PILEDRIVING - AREA 1:: GROUP 3 (Truck Crane Oiler)	$ 45.12	31.15
OPERATOR: POWER EQUIPMENT, PILEDRIVING - AREA 1:: GROUP 3 (Oiler)	$ 42.89	31.15
OPERATOR: POWER EQUIPMENT, PILEDRIVING - AREA 1:: GROUP 3 (Lifting devices)	$ 49.14	31.15
OPERATOR: POWER EQUIPMENT, PILEDRIVING - AREA 1:: GROUP 2 (Truck Crane Oiler)	$ 45.41	31.15
OPERATOR: POWER EQUIPMENT, PILEDRIVING - AREA 1:: GROUP 2 (Oiler)	$ 43.11	31.15
OPERATOR: POWER EQUIPMENT, PILEDRIVING - AREA 1:: GROUP 2 (Lifting devices)	$ 50.82	31.15
OPERATOR: POWER EQUIPMENT, PILEDRIVING - AREA 1:: GROUP 1 (Truck Crane Oiler)	$ 45.66	31.15
OPERATOR: POWER EQUIPMENT, PILEDRIVING - AREA 1:: GROUP 1 (Oiler)	$ 43.38	31.15
OPERATOR: POWER EQUIPMENT, PILEDRIVING - AREA 1:: GROUP 1 (Lifting devices)	$ 52.64	31.15
OPERATOR: POWER EQUIPMENT, TUNNEL AND UNDERGROUND WORK - AREA 1:: UNDERGROUND: (GROUP 5)	$ 58.09	32.53
OPERATOR: POWER EQUIPMENT, TUNNEL AND UNDERGROUND WORK - AREA 1:: UNDERGROUND: (GROUP 4)	$ 59.23	32.53
OPERATOR: POWER EQUIPMENT, TUNNEL AND UNDERGROUND WORK - AREA 1:: UNDERGROUND: (GROUP 3)	$ 60.37	32.53
OPERATOR: POWER EQUIPMENT, TUNNEL AND UNDERGROUND WORK - AREA 1:: UNDERGROUND: (GROUP 2)	$ 61.70	32.53
OPERATOR: POWER EQUIPMENT, TUNNEL AND UNDERGROUND WORK - AREA 1:: UNDERGROUND: (GROUP 1-A)	$ 65.43	32.53
OPERATOR: POWER EQUIPMENT, TUNNEL AND UNDERGROUND WORK - AREA 1:: UNDERGROUND: (GROUP 1)	$ 62.96	32.53
OPERATOR: POWER EQUIPMENT, TUNNEL AND UNDERGROUND WORK - AREA 1:: SHAFTS, STOPES, RAISES: (GROUP 5)	$ 58.19	32.53
OPERATOR: POWER EQUIPMENT, TUNNEL AND UNDERGROUND WORK - AREA 1:: SHAFTS, STOPES, RAISES: (GROUP 4)	$ 59.33	32.53
OPERATOR: POWER EQUIPMENT, TUNNEL AND UNDERGROUND WORK - AREA 1:: SHAFTS, STOPES, RAISES: (GROUP 3)	$ 60.47	32.53
OPERATOR: POWER EQUIPMENT, TUNNEL AND UNDERGROUND WORK - AREA 1:: SHAFTS, STOPES, RAISES: (GROUP 2)	$ 61.80	32.53
OPERATOR: POWER EQUIPMENT, TUNNEL AND UNDERGROUND WORK - AREA 1:: SHAFTS, STOPES, RAISES: (GROUP 1-A)	$ 65.53	32.53
OPERATOR: POWER EQUIPMENT, TUNNEL AND UNDERGROUND WORK - AREA 1:: SHAFTS, STOPES, RAISES: (GROUP 1)	$ 63.06	32.53
OPERATOR: POWER EQUIPMENT, STEEL ERECTION - AREA 1:: GROUP 5	$ 62.24	32.53
OPERATOR: POWER EQUIPMENT, STEEL ERECTION - AREA 1:: GROUP 4	$ 63.54	32.53
OPERATOR: POWER EQUIPMENT, STEEL ERECTION - AREA 1:: GROUP 3	$ 65.56	32.53
OPERATOR: POWER EQUIPMENT, STEEL ERECTION - AREA 1:: GROUP 2	$ 67.04	32.53
OPERATOR: POWER EQUIPMENT, STEEL ERECTION - AREA 1:: GROUP 1	$ 68.81	32.53
OPERATOR: POWER EQUIPMENT, CRANES AND ATTACHMENTS - AREA 1:: GROUP 4	$ 61.30	32.53
OPERATOR: POWER EQUIPMENT, CRANES AND ATTACHMENTS - AREA 1:: GROUP 3 (Hydraulic)	$ 59.98	32.53
OPERATOR: POWER EQUIPMENT, CRANES AND ATTACHMENTS - AREA 1:: GROUP 3 (Cranes)	$ 64.34	32.53
OPERATOR: POWER EQUIPMENT, CRANES AND ATTACHMENTS - AREA 1:: GROUP 2	$ 66.08	32.53
OPERATOR: POWER EQUIPMENT, CRANES AND ATTACHMENTS - AREA 1:: GROUP 1	$ 68.59	32.53
OPERATOR: POWER EQUIPMENT, AREA 1:: GROUP 8-A	$ 55.49	32.53
OPERATOR: POWER EQUIPMENT, AREA 1:: GROUP 8	$ 57.70	32.53
OPERATOR: POWER EQUIPMENT, AREA 1:: GROUP 7	$ 58.84	32.53
OPERATOR: POWER EQUIPMENT, AREA 1:: GROUP 6	$ 59.98	32.53
OPERATOR: POWER EQUIPMENT, AREA 1:: GROUP 5	$ 61.30	32.53
OPERATOR: POWER EQUIPMENT, AREA 1:: GROUP 4	$ 62.57	32.53
OPERATOR: POWER EQUIPMENT, AREA 1:: GROUP 3	$ 63.95	32.53
OPERATOR: POWER EQUIPMENT, AREA 1:: GROUP 2	$ 65.43	32.53
OPERATOR: POWER EQUIPMENT, AREA 1:: GROUP 1	$ 66.96	32.53

ENGI0003-008 08/01/2024

Rates Fringes

DREDGING (CLAMSHELL & DIPPER DREDGING; HYDRAULIC SUCTION DREDGING) AREA 2: (4) BARGEMAN; DECKHAND; FIREMAN; LEVEEHAND; OILER AREA DESCRIPTIONS AREA 1: ALAMEDA,BUTTE, CONTRA COSTA, KINGS, MARIN, MERCED, NAPA, SACRAMENTO, SAN BENITO, SAN FRANCISCO, SAN JOAQUIN, SAN MATEO, SANTA CLARA, SANTA CRUZ, SOLANO, STANISLAUS, SUTTER, YOLO, AND YUBA COUNTIES AREA 2: MODOC COUNTY THE REMAINGING COUNTIES ARE SPLIT BETWEEN AREA 1 AND AREA 2 AS NOTED BELOW: ALPINE COUNTY: AREA 1: NORTHERNMOST PART AREA 2: REMAINDER CALAVERAS COUNTY: AREA 1: REMAINDER AREA 2: EASTERN PART COLUSA COUNTY: AREA 1: EASTERN PART AREA 2: REMAINDER ELDORADO COUNTY: AREA 1: NORTH CENTRAL PART AREA 2: REMAINDER FRESNO COUNTY: AREA 1: REMAINDER AREA 2: EASTERN PART GLENN COUNTY: AREA 1: EASTERN PART AREA 2: REMAINDER LASSEN COUNTY: AREA 1: WESTERN PART ALONG THE SOUTHERN PORTION OF BORDER WITH SHASTA COUNTY AREA 2: REMAINDER MADERA COUNTY: AREA 1: EXCEPT EASTERN PART AREA 2: EASTERN PART MARIPOSA COUNTY AREA 1: EXCEPT EASTERN PART AREA 2: EASTERN PART MONTERREY COUNTY AREA 1: EXCEPT SOUTHWESTERN PART AREA 2: SOUTHWESTERN PART NEVADA COUNTY: AREA 1: ALL BUT THE NORTHERN PORTION ALONG THE BORDER OF SIERRA COUNTY AREA 2: REMAINDER PLACER COUNTY: AREA 1: AL BUT THE CENTRAL PORTION AREA 2: REMAINDER PLUMAS COUNTY: AREA 1: WESTERN PORTION AREA 2: REMAINDER SHASTA COUNTY: AREA 1: ALL BUT THE NORTHEASTERN CORNER AREA 2: REMAINDER SIERRA COUNTY: AREA 1: WESTERN PART AREA 2: REMAINDER SISKIYOU COUNTY: AREA 1: CENTRAL PART AREA 2: REMAINDER SONOMA COUNTY: AREA 1: ALL BUT THE NORTHWESTERN CORNER AREA 2: REMAINDER TEHAMA COUNTY: AREA 1: ALL BUT THE WESTERN BORDER WITH MENDOCINO & TRINITY COUNTIES AREA 2: REMAINDER TRINITY COUNTY: AREA 1: EAST CENTRAL PART AND THE NORTHEASTERN BORDER WITH SHASTA COUNTY AREA 2: REMAINDER TUOLUMNE COUNTY: AREA 1: EXCEPT EASTERN PART AREA 2: EASTERN PART.....$ 53.23 39.55

DREDGING (CLAMSHELL & DIPPER DREDGING; HYDRAULIC SUCTION DREDGING) AREA 2: (3) BOOSTER PUMP OPERATOR; DECK ENGINEER; DECK MATE; DREDGE TENDER; WINCH OPERATOR AREA DESCRIPTIONS AREA 1: ALAMEDA,BUTTE, CONTRA COSTA, KINGS, MARIN, MERCED, NAPA, SACRAMENTO, SAN BENITO, SAN FRANCISCO, SAN JOAQUIN, SAN MATEO, SANTA CLARA, SANTA CRUZ, SOLANO, STANISLAUS, SUTTER, YOLO, AND YUBA COUNTIES AREA 2: MODOC COUNTY THE REMAINGING COUNTIES ARE SPLIT BETWEEN AREA 1 AND AREA 2 AS NOTED BELOW: ALPINE COUNTY: AREA 1: NORTHERNMOST PART AREA 2: REMAINDER CALAVERAS COUNTY: AREA 1: REMAINDER AREA 2: EASTERN PART COLUSA COUNTY: AREA 1: EASTERN PART AREA 2: REMAINDER ELDORADO COUNTY: AREA 1: NORTH CENTRAL PART AREA 2: REMAINDER FRESNO COUNTY: AREA 1: REMAINDER AREA 2: EASTERN PART GLENN COUNTY: AREA 1: EASTERN PART AREA 2: REMAINDER LASSEN COUNTY: AREA 1: WESTERN PART ALONG THE SOUTHERN PORTION OF BORDER WITH SHASTA COUNTY AREA 2: REMAINDER MADERA COUNTY: AREA 1: EXCEPT EASTERN PART AREA 2: EASTERN PART MARIPOSA COUNTY AREA 1: EXCEPT EASTERN PART AREA 2: EASTERN PART MONTERREY COUNTY AREA 1: EXCEPT SOUTHWESTERN PART AREA 2: SOUTHWESTERN PART NEVADA COUNTY: AREA 1: ALL BUT THE NORTHERN PORTION ALONG THE BORDER OF SIERRA COUNTY AREA 2: REMAINDER PLACER COUNTY: AREA 1: AL BUT THE CENTRAL PORTION AREA 2: REMAINDER PLUMAS COUNTY: AREA 1: WESTERN PORTION AREA 2: REMAINDER SHASTA COUNTY: AREA 1: ALL BUT THE NORTHEASTERN CORNER AREA 2: REMAINDER SIERRA COUNTY: AREA 1: WESTERN PART AREA 2: REMAINDER SISKIYOU COUNTY: AREA 1: CENTRAL PART AREA 2: REMAINDER SONOMA COUNTY: AREA 1: ALL BUT THE NORTHWESTERN CORNER AREA 2: REMAINDER TEHAMA COUNTY: AREA 1: ALL BUT THE WESTERN BORDER WITH MENDOCINO & TRINITY COUNTIES AREA 2: REMAINDER TRINITY COUNTY: AREA 1: EAST CENTRAL PART AND THE NORTHEASTERN BORDER WITH SHASTA COUNTY AREA 2: REMAINDER TUOLUMNE COUNTY: AREA 1: EXCEPT EASTERN PART AREA 2: EASTERN PART.....$ 56.53 39.55

DREDGING (CLAMSHELL & DIPPER DREDGING; HYDRAULIC SUCTION DREDGING) AREA 2: (2) DREDGE DOZER; HEAVY DUTY REPAIRMAN : AREA DESCRIPTIONS AREA 1: ALAMEDA,BUTTE, CONTRA COSTA, KINGS, MARIN, MERCED, NAPA, SACRAMENTO, SAN BENITO, SAN FRANCISCO, SAN JOAQUIN, SAN MATEO, SANTA CLARA, SANTA CRUZ, SOLANO, STANISLAUS, SUTTER, YOLO, AND YUBA COUNTIES AREA 2: MODOC COUNTY THE REMAINGING COUNTIES ARE SPLIT BETWEEN AREA 1 AND AREA 2 AS NOTED BELOW: ALPINE COUNTY: AREA 1: NORTHERNMOST PART AREA 2: REMAINDER CALAVERAS COUNTY: AREA 1: REMAINDER AREA 2: EASTERN PART COLUSA COUNTY: AREA 1: EASTERN PART AREA 2: REMAINDER ELDORADO COUNTY: AREA 1: NORTH CENTRAL PART AREA 2: REMAINDER FRESNO COUNTY: AREA 1: REMAINDER AREA 2: EASTERN PART GLENN COUNTY: AREA 1: EASTERN PART AREA 2: REMAINDER LASSEN COUNTY: AREA 1: WESTERN PART ALONG THE SOUTHERN PORTION OF BORDER WITH SHASTA COUNTY AREA 2: REMAINDER MADERA COUNTY: AREA 1: EXCEPT EASTERN PART AREA 2: EASTERN PART MARIPOSA COUNTY AREA 1: EXCEPT EASTERN PART AREA 2: EASTERN PART MONTERREY COUNTY AREA 1: EXCEPT SOUTHWESTERN PART AREA 2: SOUTHWESTERN PART NEVADA COUNTY: AREA 1: ALL BUT THE NORTHERN PORTION ALONG THE BORDER OF SIERRA COUNTY AREA 2: REMAINDER PLACER COUNTY: AREA 1: AL BUT THE CENTRAL PORTION AREA 2: REMAINDER PLUMAS COUNTY: AREA 1: WESTERN PORTION AREA 2: REMAINDER SHASTA COUNTY: AREA 1: ALL BUT THE NORTHEASTERN CORNER AREA 2: REMAINDER SIERRA COUNTY: AREA 1: WESTERN PART AREA 2: REMAINDER SISKIYOU COUNTY: AREA 1: CENTRAL PART AREA 2: REMAINDER SONOMA COUNTY: AREA 1: ALL BUT THE NORTHWESTERN CORNER AREA 2: REMAINDER TEHAMA COUNTY: AREA 1: ALL BUT THE WESTERN BORDER WITH MENDOCINO & TRINITY COUNTIES AREA 2: REMAINDER TRINITY COUNTY: AREA 1: EAST CENTRAL PART AND THE NORTHEASTERN BORDER WITH SHASTA COUNTY AREA 2: REMAINDER TUOLUMNE COUNTY: AREA 1: EXCEPT EASTERN PART AREA 2: EASTERN PART.....$ 57.65 39.55

DREDGING (CLAMSHELL & DIPPER DREDGING; HYDRAULIC SUCTION DREDGING) AREA 2: (1) LEVERMAN AREA DESCRIPTIONS AREA 1: ALAMEDA,BUTTE, CONTRA COSTA, KINGS, MARIN, MERCED, NAPA, SACRAMENTO, SAN BENITO, SAN FRANCISCO, SAN JOAQUIN, SAN MATEO, SANTA CLARA, SANTA CRUZ, SOLANO, STANISLAUS,

SUTTER, YOLO, AND YUBA COUNTIES AREA 2: MODOC
COUNTY THE REMAINGING COUNTIES ARE SPLIT BETWEEN
AREA 1 AND AREA 2 AS NOTED BELOW: ALPINE COUNTY:
AREA 1: NORTHERNMOST PART AREA 2: REMAINDER
CALAVERAS COUNTY: AREA 1: REMAINDER AREA 2:
EASTERN PART COLUSA COUNTY: AREA 1: EASTERN
PART AREA 2: REMAINDER ELDORADO COUNTY: AREA 1:
NORTH CENTRAL PART AREA 2: REMAINDER FRESNO
COUNTY: AREA 1: REMAINDER AREA 2: EASTERN PART
GLENN COUNTY: AREA 1: EASTERN PART AREA 2:
REMAINDER LASSEN COUNTY: AREA 1: WESTERN PART
ALONG THE SOUTHERN PORTION OF BORDER WITH SHASTA
COUNTY AREA 2: REMAINDER MADERA COUNTY: AREA
1: EXCEPT EASTERN PART AREA 2: EASTERN PART
MARIPOSA COUNTY AREA 1: EXCEPT EASTERN PART
AREA 2: EASTERN PART MONTERREY COUNTY AREA 1:
EXCEPT SOUTHWESTERN PART AREA 2: SOUTHWESTERN
PART NEVADA COUNTY: AREA 1: ALL BUT THE
NORTHERN PORTION ALONG THE BORDER OF SIERRA COUNTY
AREA 2: REMAINDER PLACER COUNTY: AREA 1: AL BUT
THE CENTRAL PORTION AREA 2: REMAINDER PLUMAS
COUNTY: AREA 1: WESTERN PORTION AREA 2:
REMAINDER SHASTA COUNTY: AREA 1: ALL BUT THE
NORTHEASTERN CORNER AREA 2: REMAINDER SIERRA
COUNTY: AREA 1: WESTERN PART AREA 2: REMAINDER
SISKIYOU COUNTY: AREA 1: CENTRAL PART AREA 2:
REMAINDER SONOMA COUNTY: AREA 1: ALL BUT THE
NORTHWESTERN CORNER AREA 2: REMAINDER TEHAMA
COUNTY: AREA 1: ALL BUT THE WESTERN BORDER WITH
MENDOCINO & TRINITY COUNTIES AREA 2: REMAINDER
TRINITY COUNTY: AREA 1: EAST CENTRAL PART AND THE
NORTHEASTERN BORDER WITH SHASTA COUNTY AREA 2:
REMAINDER TUOLUMNE COUNTY: AREA 1: EXCEPT
EASTERN PART AREA 2: EASTERN PART.....$ 62.61 39.55
DREDGING (CLAMSHELL & DIPPER DREDGING; HYDRAULIC
SUCTION DREDGING) AREA 1: (4) BARGEMAN; DECKHAND;
FIREMAN; LEVEEHAND; OILER AREA DESCRIPTIONS
AREA 1: ALAMEDA,BUTTE, CONTRA COSTA, KINGS, MARIN,
MERCED, NAPA, SACRAMENTO, SAN BENITO, SAN
FRANCISCO, SAN JOAQUIN, SAN MATEO, SANTA CLARA,
SANTA CRUZ, SOLANO, STANISLAUS, SUTTER, YOLO, AND
YUBA COUNTIES AREA 2: MODOC COUNTY THE
REMAINGING COUNTIES ARE SPLIT BETWEEN AREA 1 AND
AREA 2 AS NOTED BELOW: ALPINE COUNTY: AREA 1:
NORTHERNMOST PART AREA 2: REMAINDER CALAVERAS
COUNTY: AREA 1: REMAINDER AREA 2: EASTERN PART
COLUSA COUNTY: AREA 1: EASTERN PART AREA 2:
REMAINDER ELDORADO COUNTY: AREA 1: NORTH CENTRAL
PART AREA 2: REMAINDER FRESNO COUNTY: AREA
1: REMAINDER AREA 2: EASTERN PART GLENN
COUNTY: AREA 1: EASTERN PART AREA 2: REMAINDER
LASSEN COUNTY: AREA 1: WESTERN PART ALONG THE
SOUTHERN PORTION OF BORDER WITH SHASTA COUNTY AREA
2: REMAINDER MADERA COUNTY: AREA 1: EXCEPT
EASTERN PART AREA 2: EASTERN PART MARIPOSA
COUNTY AREA 1: EXCEPT EASTERN PART AREA 2:
EASTERN PART MONTERREY COUNTY AREA 1: EXCEPT
SOUTHWESTERN PART AREA 2: SOUTHWESTERN PART
NEVADA COUNTY: AREA 1: ALL BUT THE NORTHERN
PORTION ALONG THE BORDER OF SIERRA COUNTY AREA 2:
REMAINDER PLACER COUNTY: AREA 1: AL BUT THE
CENTRAL PORTION AREA 2: REMAINDER PLUMAS COUNTY:
AREA 1: WESTERN PORTION AREA 2: REMAINDER
SHASTA COUNTY: AREA 1: ALL BUT THE NORTHEASTERN
CORNER AREA 2: REMAINDER SIERRA COUNTY: AREA 1:
WESTERN PART AREA 2: REMAINDER SISKIYOU COUNTY:
AREA 1: CENTRAL PART AREA 2: REMAINDER SONOMA
COUNTY: AREA 1: ALL BUT THE NORTHWESTERN CORNER
AREA 2: REMAINDER TEHAMA COUNTY: AREA 1: ALL
BUT THE WESTERN BORDER WITH MENDOCINO & TRINITY
COUNTIES AREA 2: REMAINDER TRINITY COUNTY: AREA
1: EAST CENTRAL PART AND THE NORTHEASTERN BORDER
WITH SHASTA COUNTY AREA 2: REMAINDER TUOLUMNE
COUNTY: AREA 1: EXCEPT EASTERN PART AREA 2:
EASTERN PART.....$ 51.23 39.55
DREDGING (CLAMSHELL & DIPPER DREDGING; HYDRAULIC
SUCTION DREDGING) AREA 1: (3) BOOSTER PUMP
OPERATOR; DECK ENGINEER; DECK MATE; DREDGE
TENDER; WINCH OPERATOR AREA DESCRIPTIONS
AREA 1: ALAMEDA,BUTTE, CONTRA COSTA, KINGS, MARIN,
MERCED, NAPA, SACRAMENTO, SAN BENITO, SAN
FRANCISCO, SAN JOAQUIN, SAN MATEO, SANTA CLARA,
SANTA CRUZ, SOLANO, STANISLAUS, SUTTER, YOLO, AND
YUBA COUNTIES AREA 2: MODOC COUNTY THE
REMAINGING COUNTIES ARE SPLIT BETWEEN AREA 1 AND
AREA 2 AS NOTED BELOW: ALPINE COUNTY: AREA 1:
NORTHERNMOST PART AREA 2: REMAINDER CALAVERAS
COUNTY: AREA 1: REMAINDER AREA 2: EASTERN PART
COLUSA COUNTY: AREA 1: EASTERN PART AREA 2:
REMAINDER ELDORADO COUNTY: AREA 1: NORTH CENTRAL
PART AREA 2: REMAINDER FRESNO COUNTY: AREA
1: REMAINDER AREA 2: EASTERN PART GLENN
COUNTY: AREA 1: EASTERN PART AREA 2: REMAINDER
LASSEN COUNTY: AREA 1: WESTERN PART ALONG THE
SOUTHERN PORTION OF BORDER WITH SHASTA COUNTY AREA
2: REMAINDER MADERA COUNTY: AREA 1: EXCEPT
EASTERN PART AREA 2: EASTERN PART MARIPOSA
COUNTY AREA 1: EXCEPT EASTERN PART AREA 2:
EASTERN PART MONTERREY COUNTY AREA 1: EXCEPT
SOUTHWESTERN PART AREA 2: SOUTHWESTERN PART
NEVADA COUNTY: AREA 1: ALL BUT THE NORTHERN
PORTION ALONG THE BORDER OF SIERRA COUNTY AREA 2:
REMAINDER PLACER COUNTY: AREA 1: AL BUT THE
CENTRAL PORTION AREA 2: REMAINDER PLUMAS COUNTY:
AREA 1: WESTERN PORTION AREA 2: REMAINDER
SHASTA COUNTY: AREA 1: ALL BUT THE NORTHEASTERN
CORNER AREA 2: REMAINDER SIERRA COUNTY: AREA 1:
WESTERN PART AREA 2: REMAINDER SISKIYOU COUNTY:
AREA 1: CENTRAL PART AREA 2: REMAINDER SONOMA
COUNTY: AREA 1: ALL BUT THE NORTHWESTERN CORNER
AREA 2: REMAINDER TEHAMA COUNTY: AREA 1: ALL
BUT THE WESTERN BORDER WITH MENDOCINO & TRINITY
COUNTIES AREA 2: REMAINDER TRINITY COUNTY: AREA
1: EAST CENTRAL PART AND THE NORTHEASTERN BORDER
WITH SHASTA COUNTY AREA 2: REMAINDER TUOLUMNE
COUNTY: AREA 1: EXCEPT EASTERN PART AREA 2:
EASTERN PART.....$ 54.53 39.55
DREDGING (CLAMSHELL & DIPPER DREDGING; HYDRAULIC
SUCTION DREDGING) AREA 1: (1) LEVERMAN AREA
DESCRIPTIONS AREA 1: ALAMEDA,BUTTE, CONTRA
COSTA, KINGS, MARIN, MERCED, NAPA, SACRAMENTO, SAN
BENITO, SAN FRANCISCO, SAN JOAQUIN, SAN MATEO,
SANTA CLARA, SANTA CRUZ, SOLANO, STANISLAUS,
SUTTER, YOLO, AND YUBA COUNTIES AREA 2: MODOC
COUNTY THE REMAINGING COUNTIES ARE SPLIT BETWEEN
AREA 1 AND AREA 2 AS NOTED BELOW: ALPINE COUNTY:
AREA 1: NORTHERNMOST PART AREA 2: REMAINDER
CALAVERAS COUNTY: AREA 1: REMAINDER AREA 2:
EASTERN PART COLUSA COUNTY: AREA 1: EASTERN
PART AREA 2: REMAINDER ELDORADO COUNTY: AREA 1:

NORTH CENTRAL PART AREA 2: REMAINDER FRESNO COUNTY: AREA 1: REMAINDER AREA 2: EASTERN PART GLENN COUNTY: AREA 1: EASTERN PART AREA 2: REMAINDER LASSEN COUNTY: AREA 1: WESTERN PART ALONG THE SOUTHERN PORTION OF BORDER WITH SHASTA COUNTY AREA 2: REMAINDER MADERA COUNTY: AREA 1: EXCEPT EASTERN PART AREA 2: EASTERN PART MARIPOSA COUNTY AREA 1: EXCEPT EASTERN PART AREA 2: EASTERN PART MONTERREY COUNTY AREA 1: EXCEPT SOUTHWESTERN PART AREA 2: SOUTHWESTERN PART NEVADA COUNTY: AREA 1: ALL BUT THE NORTHERN PORTION ALONG THE BORDER OF SIERRA COUNTY AREA 2: REMAINDER PLACER COUNTY: AREA 1: AL BUT THE CENTRAL PORTION AREA 2: REMAINDER PLUMAS COUNTY: AREA 1: WESTERN PORTION AREA 2: REMAINDER SHASTA COUNTY: AREA 1: ALL BUT THE NORTHEASTERN CORNER AREA 2: REMAINDER SIERRA COUNTY: AREA 1: WESTERN PART AREA 2: REMAINDER SISKIYOU COUNTY: AREA 1: CENTRAL PART AREA 2: REMAINDER SONOMA COUNTY: AREA 1: ALL BUT THE NORTHWESTERN CORNER AREA 2: REMAINDER TEHAMA COUNTY: AREA 1: ALL BUT THE WESTERN BORDER WITH MENDOCINO & TRINITY COUNTIES AREA 2: REMAINDER TRINITY COUNTY: AREA 1: EAST CENTRAL PART AND THE NORTHEASTERN BORDER WITH SHASTA COUNTY AREA 2: REMAINDER TUOLUMNE COUNTY: AREA 1: EXCEPT EASTERN PART AREA 2: EASTERN PART.....$ 60.61 39.55

DREDGING (CLAMSHELL & DIPPER DREDGING; HYDRAULIC SUCTION DREDGING) AREA 1: (2) DREDGE DOZER; HEAVY DUTY REPAIRMAN AREA DESCRIPTIONS AREA 1: ALAMEDA,BUTTE, CONTRA COSTA, KINGS, MARIN, MERCED, NAPA, SACRAMENTO, SAN BENITO, SAN FRANCISCO, SAN JOAQUIN, SAN MATEO, SANTA CLARA, SANTA CRUZ, SOLANO, STANISLAUS, SUTTER, YOLO, AND YUBA COUNTIES AREA 2: MODOC COUNTY THE REMAINGING COUNTIES ARE SPLIT BETWEEN AREA 1 AND AREA 2 AS NOTED BELOW: ALPINE COUNTY: AREA 1: NORTHERNMOST PART AREA 2: REMAINDER CALAVERAS COUNTY: AREA 1: REMAINDER AREA 2: EASTERN PART COLUSA COUNTY: AREA 1: EASTERN PART AREA 2: REMAINDER ELDORADO COUNTY: AREA 1: NORTH CENTRAL PART AREA 2: REMAINDER FRESNO COUNTY: AREA 1: REMAINDER AREA 2: EASTERN PART GLENN COUNTY: AREA 1: EASTERN PART AREA 2: REMAINDER LASSEN COUNTY: AREA 1: WESTERN PART ALONG THE SOUTHERN PORTION OF BORDER WITH SHASTA COUNTY AREA 2: REMAINDER MADERA COUNTY: AREA 1: EXCEPT EASTERN PART AREA 2: EASTERN PART MARIPOSA COUNTY AREA 1: EXCEPT EASTERN PART AREA 2: EASTERN PART MONTERREY COUNTY AREA 1: EXCEPT SOUTHWESTERN PART AREA 2: SOUTHWESTERN PART NEVADA COUNTY: AREA 1: ALL BUT THE NORTHERN PORTION ALONG THE BORDER OF SIERRA COUNTY AREA 2: REMAINDER PLACER COUNTY: AREA 1: AL BUT THE CENTRAL PORTION AREA 2: REMAINDER PLUMAS COUNTY: AREA 1: WESTERN PORTION AREA 2: REMAINDER SHASTA COUNTY: AREA 1: ALL BUT THE NORTHEASTERN CORNER AREA 2: REMAINDER SIERRA COUNTY: AREA 1: WESTERN PART AREA 2: REMAINDER SISKIYOU COUNTY: AREA 1: CENTRAL PART AREA 2: REMAINDER SONOMA COUNTY: AREA 1: ALL BUT THE NORTHWESTERN CORNER AREA 2: REMAINDER TEHAMA COUNTY: AREA 1: ALL BUT THE WESTERN BORDER WITH MENDOCINO & TRINITY COUNTIES AREA 2: REMAINDER TRINITY COUNTY: AREA 1: EAST CENTRAL PART AND THE NORTHEASTERN BORDER WITH SHASTA COUNTY AREA 2: REMAINDER TUOLUMNE COUNTY: AREA 1: EXCEPT EASTERN PART AREA 2: EASTERN PART.....$ 55.65 39.55

ENGI0003-019 06/30/2025

	Rates	Fringes
OPERATOR: POWER EQUIPMENT, LANDSCAPE WORK ONLY: GROUP 3 (AREA 2).....	$ 49.64	28.56
OPERATOR: POWER EQUIPMENT, LANDSCAPE WORK ONLY: GROUP 3 (AREA 1).....	$ 47.64	28.56
OPERATOR: POWER EQUIPMENT, LANDSCAPE WORK ONLY: GROUP 2 (AREA 2).....	$ 54.25	28.56
OPERATOR: POWER EQUIPMENT, LANDSCAPE WORK ONLY: GROUP 2 (AREA 1).....	$ 52.25	28.56
OPERATOR: POWER EQUIPMENT, LANDSCAPE WORK ONLY: GROUP 1 (AREA 2).....	$ 57.85	28.56
OPERATOR: POWER EQUIPMENT, LANDSCAPE WORK ONLY: GROUP 1 (AREA 1).....	$ 55.85	28.56

IRON0377-001 01/01/2025

	Rates	Fringes
IRONWORKERS: ORNAMENTAL, REINFORCING AND STRUCTURAL (ALAMEDA, CONTRA COSTA, SAN MATEO, SANTA CLARA COUNTIES).....	$ 55.33	35.15
IRONWORKERS: FENCE ERECTOR (ALAMEDA, CONTRA COSTA, SAN MATEO, SANTA CLARA COUNTIES).....	$ 45.78	26.51

IRON0377-003 01/01/2025

	Rates	Fringes
IRONWORKERS: ORNAMENTAL, REINFORCING AND STRUCTURAL (SAN FRANCISCO CITY AND COUNTY).....	$ 55.83	35.15
IRONWORKERS: FENCE ERECTOR (SAN FRANCISCO CITY AND COUNTY).....	$ 45.78	26.51

IRON0433-005 01/01/2025

	Rates	Fringes
IRONWORKER: ORNAMENTAL, REINFORCING AND STRUCTURAL (REMAINING COUNTIES).....	$ 50.70	35.15
IRONWORKER: FENCE ERECTOR (REMAINING COUNTIES).....	$ 45.78	26.51

LABO0067-006 06/30/2025

	Rates	Fringes
LABORER, ASBESTOS/MOLD/LEAD LABORER: AREA 2.....	$ 38.15	30.03
LABORER, ASBESTOS/MOLD/LEAD LABORER: AREA 1.....	$ 39.15	30.03

LABO0073-002 07/01/2023

	Rates	Fringes
LABORER, TRAFFIC CONTROL/LANE CLOSURE: TRAFFIC CONTROL PERSON II INSTALLATION AND REMOVAL OF TEMPORARY/PERMANENT SIGNS, MARKERS, DELINEATORS AND CRASH CUSHIONS. (CALAVERAS AND SAN JOAQUIN COUNTIES).....	$ 34.06	27.30
LABORER, TRAFFIC CONTROL/LANE CLOSURE: TRAFFIC CONTROL PERSON I LAYOUT OF TRAFFIC CONTROL, CRASH CUSHIONS, CONSTRUCTION AREA AND ROADSIDE SIGNAGE. (CALAVERAS AND SAN JOAQUIN COUNTIES).....	$ 36.56	27.30
LABORER, TRAFFIC CONTROL/LANE CLOSURE: ESCORT DRIVER, FLAG PERSON (CALAVERAS AND SAN JOAQUIN COUNTIES).....	$ 36.26	27.30

LABO0073-003 07/01/2023

	Rates	Fringes
LABORER: MASON TENDER-BRICK (SAN JOAQUIN COUNTY)....	$ 36.29	25.55

LABO0073-005 06/26/2023

	Rates	Fringes
TUNNEL AND SHAFT LABORERS: SHOTCRETE SPECIALIST.....	$ 46.41	27.72
TUNNEL AND SHAFT LABORERS: GROUP 5 GROUT CREW; REBOUNDMAN; SWAMPER/ BRAKEMAN.....	$ 44.42	27.72
TUNNEL AND SHAFT LABORERS: GROUP 4 VIBRATOR OPERATOR, PAVEMENT BREAKER; BULL GANG - MUCKERS, TRACKMEN; CONCRETE CREW - INCLUDES RODDING AND SPREADING, DUMPMEN (ANY METHOD).....	$ 44.96	27.72
TUNNEL AND SHAFT LABORERS: GROUP 3 BIT GRINDER; BLASTER, DRILLER, POWDERMEN, HEADING; CHERRY PICKERMEN - WHERE CAR IS LIFTED; CONCRETE FINISHER IN TUNNEL; CONCRETE SCREEDMAN; GROUT PUMPMAN AND POTMAN; GUNITE & SHOTCRETE GUNMAN & POTMAN; HEADERMEN; HIGH PRESSURE NOZZLEMAN; MINER - TUNNEL, INCLUDING TOP AND BOTTOM MAN ON SHAFT AND RAISE WORK; NIPPER; NOZZLEMAN ON SLICK LINE; SANDBLASTER - POTMAN, ROBOTIC SHOTCRETE PLACER, SEGMENT ERECTOR, TUNNEL MUCK HAULER, STEEL FORM RAISER AND SETTER; TIMBERMAN, RETIMBERMAN (WOOD OR STEEL OR SUBSTITUTE MATERIALS THEREFORE); TUGGER (FOR TUNNEL LABORER WORK); CABLE TENDER; CHUCK TENDER; POWDERMAN - PRIMER HOUSE.....	$ 45.41	27.72
TUNNEL AND SHAFT LABORERS: GROUP 2 RODMEN; SHAFT WORK & RAISE (BELOW ACTUAL OR EXCAVATED GROUND LEVEL).....	$ 45.66	27.72
TUNNEL AND SHAFT LABORERS: GROUP 1 DIAMOND DRILLER; GROUNDMEN; GUNITE AND SHOTCRETE NOZZLEMEN.....	$ 45.89	27.72

LABO0073-007 06/30/2025

	Rates	Fringes
LABORER: GARDENERS, HORTICULTURAL & LANDSCAPE LABORERS (CALAVERAS AND SAN JOAQUIN COUNTIES)- (2) Establishment Warranty Period.....	$ 31.59	29.89
LABORER: GARDENERS, HORTICULTURAL & LANDSCAPE LABORERS (CALAVERAS AND SAN JOAQUIN COUNTIES)- (1) New Construction.....	$ 37.90	29.89
LABORER, WRECKING: GROUP 2 Semi-skilled wrecker (salvaging of other building materials) (CALAVERAS AND SAN JOAQUIN COUNTIES) FOOTNOTES: LABORERS WORKING OFF OR WITH OR FROM BOS'N CHAIRS, SWINGING SCAFFOLDS, BELTS SHALL RECEIVE $0.25 PER HOUR ABOVE THE APPLICABLE WAGE RATE. THIS SHALL NOT APPLY TO WORKERS ENTITLED TO RECEIVE THE WAGE RATE SET FORTH IN GROUP 1-A BELOW.....	$ 38.00	29.89
LABORER, WRECKING: GROUP 1 (CALAVERAS AND SAN JOAQUIN COUNTIES).....	$ 38.15	29.89
LABORER, GUNITE: GROUP 4 GUINTE LABORER (CALAVERAS AND SAN JOAQUIN COUNTIES) FOOTNOTES: LABORERS WORKING OFF OR WITH OR FROM BOS'N CHAIRS, SWINGING SCAFFOLDS, BELTS SHALL RECEIVE $0.25 PER HOUR ABOVE THE APPLICABLE WAGE RATE. THIS SHALL NOT APPLY TO WORKERS ENTITLED TO RECEIVE THE WAGE RATE SET FORTH IN GROUP 1-A BELOW.....	$ 37.90	29.89
LABORER, GUNITE: GROUP 3 REBOUNDMAN (CALAVERAS AND SAN JOAQUIN COUNTIES) FOOTNOTES: LABORERS WORKING OFF OR WITH OR FROM BOS'N CHAIRS, SWINGING SCAFFOLDS, BELTS SHALL RECEIVE $0.25 PER HOUR ABOVE THE APPLICABLE WAGE RATE. THIS SHALL NOT APPLY TO WORKERS ENTITLED TO RECEIVE THE WAGE RATE SET FORTH IN GROUP 1-A BELOW.....	$ 38.02	29.89
LABORER, GUNITE: GROUP 2 NOZZLEMAN, GUNMAN, POTMAN, GROUNDMAN (CALAVERAS AND SAN JOAQUIN COUNTIES) FOOTNOTES: LABORERS WORKING OFF OR WITH OR FROM BOS'N CHAIRS, SWINGING SCAFFOLDS, BELTS SHALL RECEIVE $0.25 PER HOUR ABOVE THE APPLICABLE WAGE RATE. THIS SHALL NOT APPLY TO WORKERS ENTITLED TO RECEIVE THE WAGE RATE SET FORTH IN GROUP 1-A BELOW..	$ 38.61	29.89
LABORER, GUNITE: GROUP 1 (CALAVERAS AND SAN JOAQUIN COUNTIES).....	$ 39.11	29.89
LABORER, CONSTRUCTION CRAFT LABORERS: GROUP 4 FINAL CLEAN-UP WORK OF DEBRIS, GROUNDS AND BUILDING INCLUDING BUT NOT LIMITED TO: STREET CLEANER; CLEANING AND WASHING WINDOWS; BRICK CLEANER (JOBSITE ONLY); MATERIAL CLEANER (JOBSITE ONLY). THE CLASSIFICATION ""MATERIAL CLEANER"" IS TO BE UTILIZED UNDER THE FOLLOWING CONDITIONS: A: AT DEMOLITION SITE FOR THE SALVAGE OF THE MATERIAL. B: AT THE CONCLUSION OF A JOB WHERE THE MATERIAL IS TO BE SALVAGED AND STOCKED TO BE REUSED ON ANOTHER JOB. C: FOR THE CLEANING OF SALVAGE MATERIAL AT THE JOBSITE OR TEMPORARY JOBSITE YARD. THE MATERIAL CLEANER CLASSIFICATION SHOULD NOT BE USED IN THE PERFORMANCE OF ""FORM STRIPPING, CLEANING AND OILING AND MOVING TO THE NEXT POINT OF ERECTION"". (CALAVERAS AND SAN JOAQUIN COUNTIES) FOOTNOTES: LABORERS WORKING OFF OR WITH OR FROM BOS'N CHAIRS, SWINGING SCAFFOLDS, BELTS SHALL RECEIVE $0.25 PER HOUR ABOVE THE APPLICABLE WAGE RATE. THIS SHALL NOT APPLY TO WORKERS ENTITLED TO RECEIVE THE WAGE RATE SET FORTH IN GROUP 1-A BELOW. SEWER CLEANERS SHALL RECEIVE $4.00 PER DAY ABOVE GROUP 1 WAGE RATES. ""SEWER CLEANER"" MEANS ANY WORKER WHO HANDLES OR COMES IN CONTACT WITH RAW SEWAGE IN SMALL DIAMETER SEWERS. THOSE WHO WORK INSIDE RECENTLY ACTIVE, LARGE DIAMETER SEWERS, AND ALL RECENTLY ACTIVE SEWER MANHOLES SHAL RECEIVE $5.00 PER DAY ABOVE GROUP 1 WAGE RATES. MAINTENANCE AND REPAIR TRACK AND ROAD BEDS. ALL EMPLOYEES PERFORMING WORK COVERED HEREIN SHALL RECEIVE $ .25 PER HOUR ABOVE THEIR REGULAR RATE FOR ALL WORK PERFORMED ON UNDERGROUND STRUCTURES NOT SPECIFICALLY COVERED HEREIN. THIS PARAGRAPH SHALL NOT BE CONSTRUED TO APPLY TO WORK BELOW GROUND LEVEL IN OPEN CUT. IT SHALL APPLY TO CUT AND COVER WORK OF SUBWAY CONSTRUCTION AFTER THE TEMPORARY COVER HAS BEEN PLACED.....	$ 31.59	29.89
LABORER, CONSTRUCTION CRAFT LABORERS: GROUP 3 CONSTRUCTION LABORERS, INCLUDING BRIDGE AND GENERAL LABORER; DUMP, LOAD SPOTTER; FLAG PERSON; FIRE WATCHER; FENCE ERECTOR; GUARDRAIL ERECTOR; GARDENER, HORTICULTURAL AND LANDSCAPE LABORER; JETTING; LIMBER, BRUSH LOADER AND PILER; PAVEMENT MARKER (BUTTON SETTER); MAINTENANCE, REPAIR TRACK AND ROAD BEDS; STREETCAR AND RAILROAD CONSTRUCTION TRACK LABORER; TEMPORARY AIR AND WATER LINES, VICTAULIC OR SIMILAR; TOOL ROOM ATTENDANT (JOBSITE ONLY) (CALAVERAS AND SAN JOAQUIN COUNTIES) FOOTNOTES: LABORERS WORKING OFF OR WITH OR FROM BOS'N CHAIRS, SWINGING SCAFFOLDS, BELTS SHALL RECEIVE $0.25 PER HOUR ABOVE THE APPLICABLE WAGE RATE. THIS SHALL NOT APPLY TO WORKERS ENTITLED TO		

RECEIVE THE WAGE RATE SET FORTH IN GROUP 1-A BELOW.
SEWER CLEANERS SHALL RECEIVE $4.00 PER DAY ABOVE GROUP 1 WAGE RATES. ""SEWER CLEANER"" MEANS ANY WORKER WHO HANDLES OR COMES IN CONTACT WITH RAW SEWAGE IN SMALL DIAMETER SEWERS. THOSE WHO WORK INSIDE RECENTLY ACTIVE, LARGE DIAMETER SEWERS, AND ALL RECENTLY ACTIVE SEWER MANHOLES SHAL RECEIVE $5.00 PER DAY ABOVE GROUP 1 WAGE RATES. MAINTENANCE AND REPAIR TRACK AND ROAD BEDS. ALL EMPLOYEES PERFORMING WORK COVERED HEREIN SHALL RECEIVE $ .25 PER HOUR ABOVE THEIR REGULAR RATE FOR ALL WORK PERFORMED ON UNDERGROUND STRUCTURES NOT SPECIFICALLY COVERED HEREIN. THIS PARAGRAPH SHALL NOT BE CONSTRUED TO APPLY TO WORK BELOW GROUND LEVEL IN OPEN CUT. IT SHALL APPLY TO CUT AND COVER WORK OF SUBWAY CONSTRUCTION AFTER THE TEMPORARY COVER HAS BEEN PLACED.....$ 37.90 29.89

LABORER, CONSTRUCTION CRAFT LABORERS: GROUP 2
ASPHALT SHOVELER; CEMENT DUMPER AND HANDLING DRY CEMENT OR GYPSUM; CHOKE-SETTER AND RIGGER (CLEARING WORK); CONCRETE BUCKET DUMPER AND CHUTE; CONCRETE CHIPPING AND GRINDING; CONCRETE LABORER (WET OR DRY); DRILLER TENDER, CHUCK TENDER, NIPPER; GUINEA CHASER (STAKE), GROUT CREW; HIGH PRESSURE NOZZLE, ADDUCTOR; HYDRAULIC MONITOR (OVER 100 LBS. PRESSURE); LOADING AND UNLOADING, CARRYING AND HAULING OF ALL RODS AND MATERIALS FOR USE IN REINFORCING CONCRETE CONSTRUCTION; PITTSBURGH CHIPPER AND SIMILAR TYPE BRUSH SHREDDERS; SLOPER; SINGLE FOOT, HAND-HELD, PNEUMATIC TAMPER; ALL PNEUMATIC, AIR, GAS AND ELECTRIC TOOLS NOT LISTED IN GROUPS 1 THROUGH 1-F; JACKING OF PIPE - UNDER 12 INCHES (CALAVERAS AND SAN JOAQUIN COUNTIES) FOOTNOTES: LABORERS WORKING OFF OR WITH OR FROM BOS'N CHAIRS, SWINGING SCAFFOLDS, BELTS SHALL RECEIVE $0.25 PER HOUR ABOVE THE APPLICABLE WAGE RATE. THIS SHALL NOT APPLY TO WORKERS ENTITLED TO RECEIVE THE WAGE RATE SET FORTH IN GROUP 1-A BELOW.
SEWER CLEANERS SHALL RECEIVE $4.00 PER DAY ABOVE GROUP 1 WAGE RATES. ""SEWER CLEANER"" MEANS ANY WORKER WHO HANDLES OR COMES IN CONTACT WITH RAW SEWAGE IN SMALL DIAMETER SEWERS. THOSE WHO WORK INSIDE RECENTLY ACTIVE, LARGE DIAMETER SEWERS, AND ALL RECENTLY ACTIVE SEWER MANHOLES SHAL RECEIVE $5.00 PER DAY ABOVE GROUP 1 WAGE RATES. MAINTENANCE AND REPAIR TRACK AND ROAD BEDS. ALL EMPLOYEES PERFORMING WORK COVERED HEREIN SHALL RECEIVE $ .25 PER HOUR ABOVE THEIR REGULAR RATE FOR ALL WORK PERFORMED ON UNDERGROUND STRUCTURES NOT SPECIFICALLY COVERED HEREIN. THIS PARAGRAPH SHALL NOT BE CONSTRUED TO APPLY TO WORK BELOW GROUND LEVEL IN OPEN CUT. IT SHALL APPLY TO CUT AND COVER WORK OF SUBWAY CONSTRUCTION AFTER THE TEMPORARY COVER HAS BEEN PLACED.....$ 38.00 29.89

LABORER, CONSTRUCTION CRAFT LABORERS: GROUP 1-E
WORK ON AND/OR IN BELL HOLE FOOTINGS AND SHAFTS THEREOF, AND WORK ON AND IN DEEP FOOTINGS. (A DEEP FOOTING IS A HOLE 15 FEET OR MORE IN DEPTH.) IN THE EVENT THE DEPTH OF THE FOOTING IS UNKNOWN AT THE COMMENCEMENT OF EXCAVATION, AND THE FINAL DEPTH EXCEEDS 15 FEET, THE DEEP FOOTING WAGE RATE WOULD APPLY TO ALL EMPLOYEES FOR EACH AND EVERY DAY WORKED ON OR IN THE EXCAVATION OF THE FOOTING FROM THE DATE OF INCEPTION. (CALAVERAS AND SAN JOAQUIN COUNTIES) FOOTNOTES: LABORERS WORKING OFF OR WITH OR FROM BOS'N CHAIRS, SWINGING SCAFFOLDS, BELTS SHALL RECEIVE $0.25 PER HOUR ABOVE THE APPLICABLE WAGE RATE. THIS SHALL NOT APPLY TO WORKERS ENTITLED TO RECEIVE THE WAGE RATE SET FORTH IN GROUP 1-A BELOW. SEWER CLEANERS SHALL RECEIVE $4.00 PER DAY ABOVE GROUP 1 WAGE RATES. ""SEWER CLEANER"" MEANS ANY WORKER WHO HANDLES OR COMES IN CONTACT WITH RAW SEWAGE IN SMALL DIAMETER SEWERS. THOSE WHO WORK INSIDE RECENTLY ACTIVE, LARGE DIAMETER SEWERS, AND ALL RECENTLY ACTIVE SEWER MANHOLES SHAL RECEIVE $5.00 PER DAY ABOVE GROUP 1 WAGE RATES. MAINTENANCE AND REPAIR TRACK AND ROAD BEDS. ALL EMPLOYEES PERFORMING WORK COVERED HEREIN SHALL RECEIVE $ .25 PER HOUR ABOVE THEIR REGULAR RATE FOR ALL WORK PERFORMED ON UNDERGROUND STRUCTURES NOT SPECIFICALLY COVERED HEREIN. THIS PARAGRAPH SHALL NOT BE CONSTRUED TO APPLY TO WORK BELOW GROUND LEVEL IN OPEN CUT. IT SHALL APPLY TO CUT AND COVER WORK OF SUBWAY CONSTRUCTION AFTER THE TEMPORARY COVER HAS BEEN PLACED.....$ 38.70 29.89

LABORER, CONSTRUCTION CRAFT LABORERS: GROUP 1-C
BURNING AND WELDING IN CONNECTION WITH LABORERS' WORK; SYNTHETIC THERMOPLASTICS AND SIMILAR TYPE WELDING (CALAVERAS AND SAN JOAQUIN COUNTIES) FOOTNOTES: LABORERS WORKING OFF OR WITH OR FROM BOS'N CHAIRS, SWINGING SCAFFOLDS, BELTS SHALL RECEIVE $0.25 PER HOUR ABOVE THE APPLICABLE WAGE RATE. THIS SHALL NOT APPLY TO WORKERS ENTITLED TO RECEIVE THE WAGE RATE SET FORTH IN GROUP 1-A BELOW.
SEWER CLEANERS SHALL RECEIVE $4.00 PER DAY ABOVE GROUP 1 WAGE RATES. ""SEWER CLEANER"" MEANS ANY WORKER WHO HANDLES OR COMES IN CONTACT WITH RAW SEWAGE IN SMALL DIAMETER SEWERS. THOSE WHO WORK INSIDE RECENTLY ACTIVE, LARGE DIAMETER SEWERS, AND ALL RECENTLY ACTIVE SEWER MANHOLES SHAL RECEIVE $5.00 PER DAY ABOVE GROUP 1 WAGE RATES. MAINTENANCE AND REPAIR TRACK AND ROAD BEDS. ALL EMPLOYEES PERFORMING WORK COVERED HEREIN SHALL RECEIVE $ .25 PER HOUR ABOVE THEIR REGULAR RATE FOR ALL WORK PERFORMED ON UNDERGROUND STRUCTURES NOT SPECIFICALLY COVERED HEREIN. THIS PARAGRAPH SHALL NOT BE CONSTRUED TO APPLY TO WORK BELOW GROUND LEVEL IN OPEN CUT. IT SHALL APPLY TO CUT AND COVER WORK OF SUBWAY CONSTRUCTION AFTER THE TEMPORARY COVER HAS BEEN PLACED.....$ 38.20 29.89

LABORER, CONSTRUCTION CRAFT LABORERS: GROUP 1-A JOY DRILL MODEL TWM-2A; GARDNER-DENVER MODEL DH143 AND SIMILAR TYPE DRILLS; TRACK DRILLER; JACK LEG DRILLER; WAGON DRILLER; MECHANICAL DRILLERS, ALL TYPES REGARDLESS OF TYPE OR METHOD OF POWER; MECHANICAL PIPE LAYERS, ALL TYPES REGARDLESS OF TYPE OR METHOD OF POWER; BLASTER AND POWDER; ALL WORK OF LOADING, PLACING AND BLASTING OF ALL POWDER AND EXPLOSIVES OF WHATEVER TYPE REGARDLESS OF METHOD USED FOR SUCH LOADING AND PLACING; HIGH SCALERS (INCLUDING DRILLING OF SAME); TREE TOPPER; BIT GRINDER (CALAVERAS AND SAN JOAQUIN COUNTIES) FOOTNOTES: LABORERS WORKING OFF OR WITH OR FROM BOS'N CHAIRS, SWINGING SCAFFOLDS, BELTS SHALL RECEIVE $0.25 PER HOUR ABOVE THE APPLICABLE WAGE RATE. THIS SHALL NOT APPLY TO WORKERS ENTITLED TO RECEIVE THE WAGE RATE SET FORTH IN GROUP 1-A BELOW.
SEWER CLEANERS SHALL RECEIVE $4.00 PER DAY ABOVE GROUP 1 WAGE RATES. ""SEWER CLEANER"" MEANS ANY WORKER WHO HANDLES OR COMES IN CONTACT WITH RAW

SEWAGE IN SMALL DIAMETER SEWERS. THOSE WHO WORK
INSIDE RECENTLY ACTIVE, LARGE DIAMETER SEWERS, AND
ALL RECENTLY ACTIVE SEWER MANHOLES SHAL RECEIVE
$5.00 PER DAY ABOVE GROUP 1 WAGE RATES.
MAINTENANCE AND REPAIR TRACK AND ROAD BEDS. ALL
EMPLOYEES PERFORMING WORK COVERED HEREIN SHALL
RECEIVE $ .25 PER HOUR ABOVE THEIR REGULAR RATE FOR
ALL WORK PERFORMED ON UNDERGROUND STRUCTURES NOT
SPECIFICALLY COVERED HEREIN. THIS PARAGRAPH SHALL
NOT BE CONSTRUED TO APPLY TO WORK BELOW GROUND
LEVEL IN OPEN CUT. IT SHALL APPLY TO CUT AND COVER
WORK OF SUBWAY CONSTRUCTION AFTER THE TEMPORARY
COVER HAS BEEN PLACED.....$ 38.37 29.89
LABORER, CONSTRUCTION CRAFT LABORERS: GROUP 1-
ASPHALT SPREADER BOXES (ALL TYPES); BARKO, WACKER
AND SIMILAR TYPE TAMPERS; BUGGYMOBILE; CAULKER,
BANDER, PIPEWRAPPER, CONDUIT LAYER, PLASTIC
PIPELAYER; CERTIFIED HAZARDOUS WASTE WORKER
INCLUDING LEADE ABATEMENT; COMPACTORS OF ALL TYPES;
CONCRETE AND MAGNESITE MIXER, 1/2 YD. AND UNDER;
CONCRETE PAN WORK; CONCRETE SANDER; CONCRETE SAW;
CRIBBER AND/OR SHORING; CUT GRANITE CURB SETTER;
DRI-PAK-IT MACHINE; FALLER, LOGLOADER AND BUCKER;
FORM RAISER, SLIP FORMS; GREEN CUTTER; HEADERBOARD,
HUBSETTER, ALIGNER, BY ANY METHOD; HIGH PRESSURE
BLOW PIPE (1-1/2"" OR OVER, 100 LBS. PRESSURE/OVER);
HYDRO SEEDER AND SIMILAR TYPE; JACKHAMMER OPERATOR;
JACKING OF PIPE OVER 12 INCHES; JACKSON AND SIMILAR
TYPE COMPACTOR; KETTLE TENDER, POT AND WORKER
APPLYING ASPHALT, LAY-KOLD, CREOSOTE, LIME, CAUSTIC
AND SIMILAR TYPE MATERIALS (APPLYING MEANS
APPLYING, DIPPING OR HANDLING OF SUCH MATERIALS);
LAGGING, SHEETING, WHALING, BRACING, TRENCHJACKING,
LAGGING HAMMER; MAGNESITE, EPOXYRESIN, FIBERGLASS,
MASTIC WORKER (WET OR DRY); NO JOINT PIPE AND
STRIPPING OF SAME, INCLUDING REPAIR OF VOIDS;
PAVEMENT BREAKER AND SPADER, INCLUDING TOOL
GRINDER; PERMA CURB; PIPELAYER (INCLUDING GRADE
CHECKING IN CONNECTION WITH PIPELAYING);
PRECAST-MANHOLE SETTER; PRESSURE PIPE TESTER; POST
HOLE DIGGER, AIR, GAS AND ELECTRIC; POWER BROOM
SWEEPER; POWER TAMPERS OF ALL TYPES (EXCEPT AS
SHOWN IN GROUP 2); RAM SET GUN AND STUD GUN; RIPRAP
STONEPAVER AND ROCK-SLINGER, INCLUDING PLACING OF
SACKED CONCRETE AND/OR SAND (WET OR DRY) AND
GABIONS AND SIMILAR TYPE; ROTARY SCARIFIER OR
MULTIPLE HEAD CONCRETE CHIPPING SCARIFIER; ROTO AND
DITCH WITCH; ROTOTILLER; SANDBLASTER, POT, GUN,
NOZZLE OPERATORS; SIGNALLING AND RIGGING; TANK
CLEANER; TREE CLIMBER; TURBO BLASTER; VIBRASCREED,
BULL FLOAT IN CONNECTION WITH LABORERS' WORK;
VIBRATOR; HAZARDOUS WASTE WORKER (LEAD REMOVAL);
ASBESTOS AND MOLD REMOVAL WORKER (CALAVERAS AND
SAN JOAQUIN COUNTIES) FOOTNOTES: LABORERS
WORKING OFF OR WITH OR FROM BOS'N CHAIRS, SWINGING
SCAFFOLDS, BELTS SHALL RECEIVE $0.25 PER HOUR ABOVE
THE APPLICABLE WAGE RATE. THIS SHALL NOT APPLY TO
WORKERS ENTITLED TO RECEIVE THE WAGE RATE SET FORTH
IN GROUP 1-A BELOW. SEWER CLEANERS SHALL RECEIVE
$4.00 PER DAY ABOVE GROUP 1 WAGE RATES. ""SEWER
CLEANER"" MEANS ANY WORKER WHO HANDLES OR COMES IN
CONTACT WITH RAW SEWAGE IN SMALL DIAMETER SEWERS.
THOSE WHO WORK INSIDE RECENTLY ACTIVE, LARGE
DIAMETER SEWERS, AND ALL RECENTLY ACTIVE SEWER
MANHOLES SHAL RECEIVE $5.00 PER DAY ABOVE GROUP 1
WAGE RATES. MAINTENANCE AND REPAIR TRACK AND
ROAD BEDS. ALL EMPLOYEES PERFORMING WORK COVERED
HEREIN SHALL RECEIVE $ .25 PER HOUR ABOVE THEIR
REGULAR RATE FOR ALL WORK PERFORMED ON UNDERGROUND
STRUCTURES NOT SPECIFICALLY COVERED HEREIN. THIS
PARAGRAPH SHALL NOT BE CONSTRUED TO APPLY TO WORK
BELOW GROUND LEVEL IN OPEN CUT. IT SHALL APPLY TO
CUT AND COVER WORK OF SUBWAY CONSTRUCTION AFTER THE
TEMPORARY COVER HAS BEEN PLACED.....$ 38.15 29.89
LABORER, CONSTRUCTION CRAFT LABORERS: CONSTRUCTION
SPECIALIST GROUP ASPHALT IRONER AND RAKER;
CHAINSAW; LASER BEAM IN CONNECTION WITH LABORERS'
WORK; CAST-IN- PLACE MANHOLE FORM SETTER; PRESSURE
PIPELAYER; DAVIS TRENCHER - 300 OR SIMILAR TYPE
(AND ALL SMALL TRENCHERS); BLASTER; DIAMOND
DRILLER; MULTIPLE UNIT DRILL; HYDRAULIC DRILL
(CALAVERAS AND SAN JOAQUIN COUNTIES) FOOTNOTES:
LABORERS WORKING OFF OR WITH OR FROM BOS'N CHAIRS,
SWINGING SCAFFOLDS, BELTS SHALL RECEIVE $0.25 PER
HOUR ABOVE THE APPLICABLE WAGE RATE. THIS SHALL
NOT APPLY TO WORKERS ENTITLED TO RECEIVE THE WAGE
RATE SET FORTH IN GROUP 1-A BELOW. SEWER
CLEANERS SHALL RECEIVE $4.00 PER DAY ABOVE GROUP 1
WAGE RATES. ""SEWER CLEANER"" MEANS ANY WORKER WHO
HANDLES OR COMES IN CONTACT WITH RAW SEWAGE IN
SMALL DIAMETER SEWERS. THOSE WHO WORK INSIDE
RECENTLY ACTIVE, LARGE DIAMETER SEWERS, AND ALL
RECENTLY ACTIVE SEWER MANHOLES SHAL RECEIVE $5.00
PER DAY ABOVE GROUP 1 WAGE RATES.
MAINTENANCE AND REPAIR TRACK AND ROAD BEDS. ALL
EMPLOYEES PERFORMING WORK COVERED HEREIN SHALL
RECEIVE $ .25 PER HOUR ABOVE THEIR REGULAR RATE FOR
ALL WORK PERFORMED ON UNDERGROUND STRUCTURES NOT
SPECIFICALLY COVERED HEREIN. THIS PARAGRAPH SHALL
NOT BE CONSTRUED TO APPLY TO WORK BELOW GROUND
LEVEL IN OPEN CUT. IT SHALL APPLY TO CUT AND COVER
WORK OF SUBWAY CONSTRUCTION AFTER THE TEMPORARY
COVER HAS BEEN PLACED.....$ 38.85 29.89
LABORER (CONSTRUCTION CRAFT LABORERS) GROUP 1-f
CALAVERAS AND SAN JOAQUIN COUNTIES.....$ 30.37 29.89

LABO0073-009 07/01/2023

	Rates	Fringes
LABORER, PLASTER TENDER (CALAVERAS AND SAN JOAQUIN COUNTIES) WORK ON A SWING STAGE SCAFFOLD: $1.00 PER HOUR ADDITIONAL.....	$ 39.77	28.54

LABO0261-003 07/01/2023

	Rates	Fringes
LABORER, TRAFFIC CONTROL/LANE CLOSURE: TRAFFIC CONTROL PERSON II INSTALLATION AND REMOVAL OF TEMPORARY/PERMANENT SIGNS, MARKERS, DELINEATORS AND CRASH CUSHIONS. (SAN FRANCISCO AND SAN MATEO COUNTIES).....	$ 35.06	27.30
LABORER, TRAFFIC CONTROL/LANE CLOSURE: TRAFFIC CONTROL PERSON I LAYOUT OF TRAFFIC CONTROL, CRASH CUSHIONS, CONSTRUCTION AREA AND ROADSIDE SIGNAGE. (SAN FRANCISCO AND SAN MATEO COUNTIES).....	$ 37.56	27.30
LABORER, TRAFFIC CONTROL/LANE CLOSURE: ESCORT DRIVER, FLAG PERSON (SAN FRANCISCO AND SAN MATEO COUNTIES).....	$ 37.26	27.30

LABO0261-005 06/26/2023

	Rates	Fringes
TUNNEL AND SHAFT LABORERS: SHOTCRETE SPECIALIST (SAN FRANCISCO AND SAN MATEO COUNTIES)	$ 46.41	27.72
TUNNEL AND SHAFT LABORERS: GROUP 5 GROUT CREW; REBOUNDMAN; SWAMPER/ BRAKEMAN (SAN FRANCISCO AND SAN MATEO COUNTIES)	$ 44.42	27.72
TUNNEL AND SHAFT LABORERS: GROUP 4 VIBRATOR OPERATOR, PAVEMENT BREAKER; BULL GANG - MUCKERS, TRACKMEN; CONCRETE CREW - INCLUDES RODDING AND SPREADING, DUMPMEN (ANY METHOD) (SAN FRANCISCO AND SAN MATEO COUNTIES)	$ 44.96	27.72
TUNNEL AND SHAFT LABORERS: GROUP 3 BIT GRINDER; BLASTER, DRILLER, POWDERMEN, HEADING; CHERRY PICKERMEN - WHERE CAR IS LIFTED; CONCRETE FINISHER IN TUNNEL; CONCRETE SCREEDMAN; GROUT PUMPMAN AND POTMAN; GUNITE & SHOTCRETE GUNMAN & POTMAN; HEADERMEN; HIGH PRESSURE NOZZLEMAN; MINER - TUNNEL, INCLUDING TOP AND BOTTOM MAN ON SHAFT AND RAISE WORK; NIPPER; NOZZLEMAN ON SLICK LINE; SANDBLASTER - POTMAN, ROBOTIC SHOTCRETE PLACER, SEGMENT ERECTOR, TUNNEL MUCK HAULER, STEEL FORM RAISER AND SETTER; TIMBERMAN, RETIMBERMAN (WOOD OR STEEL OR SUBSTITUTE MATERIALS THEREFORE); TUGGER (FOR TUNNEL LABORER WORK); CABLE TENDER; CHUCK TENDER; POWDERMAN - PRIMER HOUSE (SAN FRANCISCO AND SAN MATEO COUNTIES)	$ 45.41	27.72
TUNNEL AND SHAFT LABORERS: GROUP 2 RODMEN; SHAFT WORK & RAISE (BELOW ACTUAL OR EXCAVATED GROUND LEVEL) (SAN FRANCISCO AND SAN MATEO COUNTIES)	$ 45.66	27.72
TUNNEL AND SHAFT LABORERS: GROUP 1 DIAMOND DRILLER; GROUNDMEN; GUNITE AND SHOTCRETE NOZZLEMEN (SAN FRANCISCO AND SAN MATEO COUNTIES)	$ 45.89	27.72

LABO0261-009 06/26/2023

	Rates	Fringes
LABORERS:, GUNITE - AREA A:: GROUP 1 (SAN FRANCISCO, AND SAN MATEO COUNTIES)	$ 37.46	27.30
LABORERS:, GUNITE - AREA A: GROUP 4 GUNITE LABORER (SAN FRANCISCO, AND SAN MATEO COUNTIES) FOOTNOTES: LABORERS WORKING OFF OR WITH OR FROM BOS'N CHAIRS, SWINGING SCAFFOLDS, BELTS SHALL RECEIVE $0.25 PER HOUR ABOVE THE APPLICABLE WAGE RATE. THIS SHALL NOT APPLY TO WORKERS ENTITLED TO RECEIVE THE WAGE RATE SET FORTH IN GROUP 1-A BELOW.	$ 36.25	27.30
LABORERS:, GUNITE - AREA A: GROUP 3 REBOUNDMAN (SAN FRANCISCO, AND SAN MATEO COUNTIES) FOOTNOTES: LABORERS WORKING OFF OR WITH OR FROM BOS'N CHAIRS, SWINGING SCAFFOLDS, BELTS SHALL RECEIVE $0.25 PER HOUR ABOVE THE APPLICABLE WAGE RATE. THIS SHALL NOT APPLY TO WORKERS ENTITLED TO RECEIVE THE WAGE RATE SET FORTH IN GROUP 1-A BELOW.	$ 36.37	27.30
LABORERS:, GUNITE - AREA A: GROUP 2 NOZZLEMAN, GUNMAN, POTMAN, GROUNDMAN (SAN FRANCISCO, AND SAN MATEO COUNTIES) FOOTNOTES: LABORERS WORKING OFF OR WITH OR FROM BOS'N CHAIRS, SWINGING SCAFFOLDS, BELTS SHALL RECEIVE $0.25 PER HOUR ABOVE THE APPLICABLE WAGE RATE. THIS SHALL NOT APPLY TO WORKERS ENTITLED TO RECEIVE THE WAGE RATE SET FORTH IN GROUP 1-A BELOW.	$ 36.96	27.30
LABORER: GARDENERS, HORTICULTURAL & LANDSCAPE LABORERS - AREA A: (SAN FRANCISCO, AND SAN MATEO COUNTIES)- (2) Establishment Warranty Period	$ 29.94	27.30
LABORER: GARDENERS, HORTICULTURAL & LANDSCAPE LABORERS - AREA A: (SAN FRANCISCO, AND SAN MATEO COUNTIES)- (1) New Construction	$ 36.25	27.30
LABORER, WRECKING - AREA A:: GROUP 1 (SAN FRANCISCO, AND SAN MATEO COUNTIES)	$ 36.50	27.30
LABORER, WRECKING - AREA A: GROUP 2 Semi-skilled wrecker (salvaging of other building materials) (SAN FRANCISCO, AND SAN MATEO COUNTIES) FOOTNOTES: LABORERS WORKING OFF OR WITH OR FROM BOS'N CHAIRS, SWINGING SCAFFOLDS, BELTS SHALL RECEIVE $0.25 PER HOUR ABOVE THE APPLICABLE WAGE RATE. THIS SHALL NOT APPLY TO WORKERS ENTITLED TO RECEIVE THE WAGE RATE SET FORTH IN GROUP 1-A BELOW.	$ 36.35	27.30
LABORER, CONSTRUCTION CRAFT LABORERS - AREA A: GROUP 4 FINAL CLEAN-UP WORK OF DEBRIS, GROUNDS AND BUILDING INCLUDING BUT NOT LIMITED TO: STREET CLEANER; CLEANING AND WASHING WINDOWS; BRICK CLEANER (JOBSITE ONLY); MATERIAL CLEANER (JOBSITE ONLY). THE CLASSIFICATION ""MATERIAL CLEANER"" IS TO BE UTILIZED UNDER THE FOLLOWING CONDITIONS: A: AT DEMOLITION SITE FOR THE SALVAGE OF THE MATERIAL. B: AT THE CONCLUSION OF A JOB WHERE THE MATERIAL IS TO BE SALVAGED AND STOCKED TO BE REUSED ON ANOTHER JOB. C: FOR THE CLEANING OF SALVAGE MATERIAL AT THE JOBSITE OR TEMPORARY JOBSITE YARD. THE MATERIAL CLEANER CLASSIFICATION SHOULD NOT BE USED IN THE PERFORMANCE OF ""FORM STRIPPING, CLEANING AND OILING AND MOVING TO THE NEXT POINT OF ERECTION"". (SAN FRANCISCO, AND SAN MATEO COUNTIES) FOOTNOTES: LABORERS WORKING OFF OR WITH OR FROM BOS'N CHAIRS, SWINGING SCAFFOLDS, BELTS SHALL RECEIVE $0.25 PER HOUR ABOVE THE APPLICABLE WAGE RATE. THIS SHALL NOT APPLY TO WORKERS ENTITLED TO RECEIVE THE WAGE RATE SET FORTH IN GROUP 1-A BELOW. SEWER CLEANERS SHALL RECEIVE $4.00 PER DAY ABOVE GROUP 1 WAGE RATES. ""SEWER CLEANER"" MEANS ANY WORKER WHO HANDLES OR COMES IN CONTACT WITH RAW SEWAGE IN SMALL DIAMETER SEWERS. THOSE WHO WORK INSIDE RECENTLY ACTIVE, LARGE DIAMETER SEWERS, AND ALL RECENTLY ACTIVE SEWER MANHOLES SHAL RECEIVE $5.00 PER DAY ABOVE GROUP 1 WAGE RATES. MAINTENANCE AND REPAIR TRACK AND ROAD BEDS. ALL EMPLOYEES PERFORMING WORK COVERED HEREIN SHALL RECEIVE $ .25 PER HOUR ABOVE THEIR REGULAR RATE FOR ALL WORK PERFORMED ON UNDERGROUND STRUCTURES NOT SPECIFICALLY COVERED HEREIN. THIS PARAGRAPH SHALL NOT BE CONSTRUED TO APPLY TO WORK BELOW GROUND LEVEL IN OPEN CUT. IT SHALL APPLY TO CUT AND COVER WORK OF SUBWAY CONSTRUCTION AFTER THE TEMPORARY COVER HAS BEEN PLACED	$ 29.94	27.30
LABORER, CONSTRUCTION CRAFT LABORERS - AREA A: GROUP 3 CONSTRUCTION LABORERS, INCLUDING BRIDGE AND GENERAL LABORER; DUMP, LOAD SPOTTER; FLAG PERSON; FIRE WATCHER; FENCE ERECTOR; GUARDRAIL ERECTOR; GARDENER, HORTICULTURAL AND LANDSCAPE LABORER; JETTING; LIMBER, BRUSH LOADER AND PILER; PAVEMENT MARKER (BUTTON SETTER); MAINTENANCE, REPAIR TRACK AND ROAD BEDS; STREETCAR AND RAILROAD CONSTRUCTION TRACK LABORER; TEMPORARY AIR AND WATER LINES, VICTAULIC OR SIMILAR; TOOL ROOM ATTENDANT (JOBSITE ONLY) (SAN FRANCISCO, AND SAN MATEO COUNTIES) FOOTNOTES: LABORERS WORKING OFF OR WITH OR FROM BOS'N CHAIRS, SWINGING SCAFFOLDS, BELTS SHALL RECEIVE $0.25 PER HOUR ABOVE THE APPLICABLE WAGE		

RATE. THIS SHALL NOT APPLY TO WORKERS ENTITLED TO
RECEIVE THE WAGE RATE SET FORTH IN GROUP 1-A BELOW.
SEWER CLEANERS SHALL RECEIVE $4.00 PER DAY
ABOVE GROUP 1 WAGE RATES. ""SEWER CLEANER"" MEANS
ANY WORKER WHO HANDLES OR COMES IN CONTACT WITH RAW
SEWAGE IN SMALL DIAMETER SEWERS. THOSE WHO WORK
INSIDE RECENTLY ACTIVE, LARGE DIAMETER SEWERS, AND
ALL RECENTLY ACTIVE SEWER MANHOLES SHAL RECEIVE
$5.00 PER DAY ABOVE GROUP 1 WAGE RATES.
MAINTENANCE AND REPAIR TRACK AND ROAD BEDS. ALL
EMPLOYEES PERFORMING WORK COVERED HEREIN SHALL
RECEIVE $ .25 PER HOUR ABOVE THEIR REGULAR RATE FOR
ALL WORK PERFORMED ON UNDERGROUND STRUCTURES NOT
SPECIFICALLY COVERED HEREIN. THIS PARAGRAPH SHALL
NOT BE CONSTRUED TO APPLY TO WORK BELOW GROUND
LEVEL IN OPEN CUT. IT SHALL APPLY TO CUT AND COVER
WORK OF SUBWAY CONSTRUCTION AFTER THE TEMPORARY
COVER HAS BEEN PLACED.....$ 36.25 27.30
LABORER, CONSTRUCTION CRAFT LABORERS - AREA A:
GROUP 2 ASPHALT SHOVELER; CEMENT DUMPER AND
HANDLING DRY CEMENT OR GYPSUM; CHOKE-SETTER AND
RIGGER (CLEARING WORK); CONCRETE BUCKET DUMPER AND
CHUTE; CONCRETE CHIPPING AND GRINDING; CONCRETE
LABORER (WET OR DRY); DRILLER TENDER, CHUCK TENDER,
NIPPER; GUINEA CHASER (STAKE), GROUT CREW; HIGH
PRESSURE NOZZLE, ADDUCTOR; HYDRAULIC MONITOR (OVER
100 LBS. PRESSURE); LOADING AND UNLOADING, CARRYING
AND HAULING OF ALL RODS AND MATERIALS FOR USE IN
REINFORCING CONCRETE CONSTRUCTION; PITTSBURGH
CHIPPER AND SIMILAR TYPE BRUSH SHREDDERS; SLOPER;
SINGLE FOOT, HAND-HELD, PNEUMATIC TAMPER; ALL
PNEUMATIC, AIR, GAS AND ELECTRIC TOOLS NOT LISTED
IN GROUPS 1 THROUGH 1-F; JACKING OF PIPE - UNDER 12
INCHES (SAN FRANCISCO, AND SAN MATEO COUNTIES)
FOOTNOTES: LABORERS WORKING OFF OR WITH OR FROM
BOS'N CHAIRS, SWINGING SCAFFOLDS, BELTS SHALL
RECEIVE $0.25 PER HOUR ABOVE THE APPLICABLE WAGE
RATE. THIS SHALL NOT APPLY TO WORKERS ENTITLED TO
RECEIVE THE WAGE RATE SET FORTH IN GROUP 1-A BELOW.
SEWER CLEANERS SHALL RECEIVE $4.00 PER DAY
ABOVE GROUP 1 WAGE RATES. ""SEWER CLEANER"" MEANS
ANY WORKER WHO HANDLES OR COMES IN CONTACT WITH RAW
SEWAGE IN SMALL DIAMETER SEWERS. THOSE WHO WORK
INSIDE RECENTLY ACTIVE, LARGE DIAMETER SEWERS, AND
ALL RECENTLY ACTIVE SEWER MANHOLES SHAL RECEIVE
$5.00 PER DAY ABOVE GROUP 1 WAGE RATES.
MAINTENANCE AND REPAIR TRACK AND ROAD BEDS. ALL
EMPLOYEES PERFORMING WORK COVERED HEREIN SHALL
RECEIVE $ .25 PER HOUR ABOVE THEIR REGULAR RATE FOR
ALL WORK PERFORMED ON UNDERGROUND STRUCTURES NOT
SPECIFICALLY COVERED HEREIN. THIS PARAGRAPH SHALL
NOT BE CONSTRUED TO APPLY TO WORK BELOW GROUND
LEVEL IN OPEN CUT. IT SHALL APPLY TO CUT AND COVER
WORK OF SUBWAY CONSTRUCTION AFTER THE TEMPORARY
COVER HAS BEEN PLACED.....$ 36.35 27.30
LABORER, CONSTRUCTION CRAFT LABORERS - AREA A:
GROUP 1-E WORK ON AND/OR IN BELL HOLE FOOTINGS AND
SHAFTS THEREOF, AND WORK ON AND IN DEEP FOOTINGS.
(A DEEP FOOTING IS A HOLE 15 FEET OR MORE IN
DEPTH.) IN THE EVENT THE DEPTH OF THE FOOTING IS
UNKNOWN AT THE COMMENCEMENT OF EXCAVATION, AND THE
FINAL DEPTH EXCEEDS 15 FEET, THE DEEP FOOTING WAGE
RATE WOULD APPLY TO ALL EMPLOYEES FOR EACH AND
EVERY DAY WORKED ON OR IN THE EXCAVATION OF THE
FOOTING FROM THE DATE OF INCEPTION. (SAN
FRANCISCO, AND SAN MATEO COUNTIES) FOOTNOTES:
LABORERS WORKING OFF OR WITH OR FROM BOS'N CHAIRS,
SWINGING SCAFFOLDS, BELTS SHALL RECEIVE $0.25 PER
HOUR ABOVE THE APPLICABLE WAGE RATE. THIS SHALL
NOT APPLY TO WORKERS ENTITLED TO RECEIVE THE WAGE
RATE SET FORTH IN GROUP 1-A BELOW. SEWER CLEANERS
SHALL RECEIVE $4.00 PER DAY ABOVE GROUP 1 WAGE
RATES. ""SEWER CLEANER"" MEANS ANY WORKER WHO
HANDLES OR COMES IN CONTACT WITH RAW SEWAGE IN
SMALL DIAMETER SEWERS. THOSE WHO WORK INSIDE
RECENTLY ACTIVE, LARGE DIAMETER SEWERS, AND ALL
RECENTLY ACTIVE SEWER MANHOLES SHAL RECEIVE $5.00
PER DAY ABOVE GROUP 1 WAGE RATES. MAINTENANCE
AND REPAIR TRACK AND ROAD BEDS. ALL EMPLOYEES
PERFORMING WORK COVERED HEREIN SHALL RECEIVE $ .25
PER HOUR ABOVE THEIR REGULAR RATE FOR ALL WORK
PERFORMED ON UNDERGROUND STRUCTURES NOT
SPECIFICALLY COVERED HEREIN. THIS PARAGRAPH SHALL
NOT BE CONSTRUED TO APPLY TO WORK BELOW GROUND
LEVEL IN OPEN CUT. IT SHALL APPLY TO CUT AND COVER
WORK OF SUBWAY CONSTRUCTION AFTER THE TEMPORARY
COVER HAS BEEN PLACED.....$ 37.05 27.30
LABORER, CONSTRUCTION CRAFT LABORERS - AREA A:
GROUP 1-C BURNING AND WELDING IN CONNECTION WITH
LABORERS' WORK; SYNTHETIC THERMOPLASTICS AND
SIMILAR TYPE WELDING (SAN FRANCISCO, AND SAN
MATEO COUNTIES) FOOTNOTES: LABORERS WORKING OFF
OR WITH OR FROM BOS'N CHAIRS, SWINGING SCAFFOLDS,
BELTS SHALL RECEIVE $0.25 PER HOUR ABOVE THE
APPLICABLE WAGE RATE. THIS SHALL NOT APPLY TO
WORKERS ENTITLED TO RECEIVE THE WAGE RATE SET FORTH
IN GROUP 1-A BELOW. SEWER CLEANERS SHALL RECEIVE
$4.00 PER DAY ABOVE GROUP 1 WAGE RATES. ""SEWER
CLEANER"" MEANS ANY WORKER WHO HANDLES OR COMES IN
CONTACT WITH RAW SEWAGE IN SMALL DIAMETER SEWERS.
THOSE WHO WORK INSIDE RECENTLY ACTIVE, LARGE
DIAMETER SEWERS, AND ALL RECENTLY ACTIVE SEWER
MANHOLES SHAL RECEIVE $5.00 PER DAY ABOVE GROUP 1
WAGE RATES. MAINTENANCE AND REPAIR TRACK AND
ROAD BEDS. ALL EMPLOYEES PERFORMING WORK COVERED
HEREIN SHALL RECEIVE $ .25 PER HOUR ABOVE THEIR
REGULAR RATE FOR ALL WORK PERFORMED ON UNDERGROUND
STRUCTURES NOT SPECIFICALLY COVERED HEREIN. THIS
PARAGRAPH SHALL NOT BE CONSTRUED TO APPLY TO WORK
BELOW GROUND LEVEL IN OPEN CUT. IT SHALL APPLY TO
CUT AND COVER WORK OF SUBWAY CONSTRUCTION AFTER THE
TEMPORARY COVER HAS BEEN PLACED.....$ 36.55 27.30
LABORER, CONSTRUCTION CRAFT LABORERS - AREA A:
GROUP 1-A JOY DRILL MODEL TWM-2A; GARDNER-DENVER
MODEL DH143 AND SIMILAR TYPE DRILLS; TRACK DRILLER;
JACK LEG DRILLER; WAGON DRILLER; MECHANICAL
DRILLERS, ALL TYPES REGARDLESS OF TYPE OR METHOD OF
POWER; MECHANICAL PIPE LAYERS, ALL TYPES REGARDLESS
OF TYPE OR METHOD OF POWER; BLASTER AND POWDER; ALL
WORK OF LOADING, PLACING AND BLASTING OF ALL POWDER
AND EXPLOSIVES OF WHATEVER TYPE REGARDLESS OF
METHOD USED FOR SUCH LOADING AND PLACING; HIGH
SCALERS (INCLUDING DRILLING OF SAME); TREE TOPPER;
BIT GRINDER (SAN FRANCISCO, AND SAN MATEO
COUNTIES) FOOTNOTES: LABORERS WORKING OFF OR
WITH OR FROM BOS'N CHAIRS, SWINGING SCAFFOLDS,
BELTS SHALL RECEIVE $0.25 PER HOUR ABOVE THE
APPLICABLE WAGE RATE. THIS SHALL NOT APPLY TO
WORKERS ENTITLED TO RECEIVE THE WAGE RATE SET FORTH
IN GROUP 1-A BELOW. SEWER CLEANERS SHALL RECEIVE

$4.00 PER DAY ABOVE GROUP 1 WAGE RATES. ""SEWER
CLEANER"" MEANS ANY WORKER WHO HANDLES OR COMES IN
CONTACT WITH RAW SEWAGE IN SMALL DIAMETER SEWERS.
THOSE WHO WORK INSIDE RECENTLY ACTIVE, LARGE
DIAMETER SEWERS, AND ALL RECENTLY ACTIVE SEWER
MANHOLES SHAL RECEIVE $5.00 PER DAY ABOVE GROUP 1
WAGE RATES. MAINTENANCE AND REPAIR TRACK AND
ROAD BEDS. ALL EMPLOYEES PERFORMING WORK COVERED
HEREIN SHALL RECEIVE $ .25 PER HOUR ABOVE THEIR
REGULAR RATE FOR ALL WORK PERFORMED ON UNDERGROUND
STRUCTURES NOT SPECIFICALLY COVERED HEREIN. THIS
PARAGRAPH SHALL NOT BE CONSTRUED TO APPLY TO WORK
BELOW GROUND LEVEL IN OPEN CUT. IT SHALL APPLY TO
CUT AND COVER WORK OF SUBWAY CONSTRUCTION AFTER THE
TEMPORARY COVER HAS BEEN PLACED.....$ 36.72 27.30
LABORER, CONSTRUCTION CRAFT LABORERS - AREA A:
GROUP 1- ASPHALT SPREADER BOXES (ALL TYPES); BARKO,
WACKER AND SIMILAR TYPE TAMPERS; BUGGYMOBILE;
CAULKER, BANDER, PIPEWRAPPER, CONDUIT LAYER,
PLASTIC PIPELAYER; CERTIFIED HAZARDOUS WASTE WORKER
INCLUDING LEADE ABATEMENT; COMPACTORS OF ALL TYPES;
CONCRETE AND MAGNESITE MIXER, 1/2 YD. AND UNDER;
CONCRETE PAN WORK; CONCRETE SANDER; CONCRETE SAW;
CRIBBER AND/OR SHORING; CUT GRANITE CURB SETTER;
DRI-PAK-IT MACHINE; FALLER, LOGLOADER AND BUCKER;
FORM RAISER, SLIP FORMS; GREEN CUTTER; HEADERBOARD,
HUBSETTER, ALIGNER, BY ANY METHOD; HIGH PRESSURE
BLOW PIPE (1-1/2"" OR OVER, 100 LBS. PRESSURE/OVER);
HYDRO SEEDER AND SIMILAR TYPE; JACKHAMMER OPERATOR;
JACKING OF PIPE OVER 12 INCHES; JACKSON AND SIMILAR
TYPE COMPACTOR; KETTLE TENDER, POT AND WORKER
APPLYING ASPHALT, LAY-KOLD, CREOSOTE, LIME, CAUSTIC
AND SIMILAR TYPE MATERIALS (APPLYING MEANS
APPLYING, DIPPING OR HANDLING OF SUCH MATERIALS);
LAGGING, SHEETING, WHALING, BRACING, TRENCHJACKING,
LAGGING HAMMER; MAGNESITE, EPOXYRESIN, FIBERGLASS,
MASTIC WORKER (WET OR DRY); NO JOINT PIPE AND
STRIPPING OF SAME, INCLUDING REPAIR OF VOIDS;
PAVEMENT BREAKER AND SPADER, INCLUDING TOOL
GRINDER; PERMA CURB; PIPELAYER (INCLUDING GRADE
CHECKING IN CONNECTION WITH PIPELAYING);
PRECAST-MANHOLE SETTER; PRESSURE PIPE TESTER; POST
HOLE DIGGER, AIR, GAS AND ELECTRIC; POWER BROOM
SWEEPER; POWER TAMPERS OF ALL TYPES (EXCEPT AS
SHOWN IN GROUP 2); RAM SET GUN AND STUD GUN; RIPRAP
STONEPAVER AND ROCK-SLINGER, INCLUDING PLACING OF
SACKED CONCRETE AND/OR SAND (WET OR DRY) AND
GABIONS AND SIMILAR TYPE; ROTARY SCARIFIER OR
MULTIPLE HEAD CONCRETE CHIPPING SCARIFIER; ROTO AND
DITCH WITCH; ROTOTILLER; SANDBLASTER, POT, GUN,
NOZZLE OPERATORS; SIGNALLING AND RIGGING; TANK
CLEANER; TREE CLIMBER; TURBO BLASTER; VIBRASCREED,
BULL FLOAT IN CONNECTION WITH LABORERS' WORK;
VIBRATOR; HAZARDOUS WASTE WORKER (LEAD REMOVAL);
ASBESTOS AND MOLD REMOVAL WORKER SAN FRANCISCO,
AND SAN MATEO COUNTIES FOOTNOTES: LABORERS WORKING
OFF OR WITH OR FROM BOS'N CHAIRS, SWINGING
SCAFFOLDS, BELTS SHALL RECEIVE $0.25 PER HOUR ABOVE
THE APPLICABLE WAGE RATE. THIS SHALL NOT APPLY TO
WORKERS ENTITLED TO RECEIVE THE WAGE RATE SET FORTH
IN GROUP 1-A BELOW. SEWER CLEANERS SHALL
RECEIVE $4.00 PER DAY ABOVE GROUP 1 WAGE RATES.
""SEWER CLEANER"" MEANS ANY WORKER WHO HANDLES OR
COMES IN CONTACT WITH RAW SEWAGE IN SMALL DIAMETER
SEWERS. THOSE WHO WORK INSIDE RECENTLY ACTIVE,
LARGE DIAMETER SEWERS, AND ALL RECENTLY ACTIVE
SEWER MANHOLES SHAL RECEIVE $5.00 PER DAY ABOVE
GROUP 1 WAGE RATES. MAINTENANCE AND REPAIR TRACK
AND ROAD BEDS. ALL EMPLOYEES PERFORMING WORK
COVERED HEREIN SHALL RECEIVE $ .25 PER HOUR ABOVE
THEIR REGULAR RATE FOR ALL WORK PERFORMED ON
UNDERGROUND STRUCTURES NOT SPECIFICALLY COVERED
HEREIN. THIS PARAGRAPH SHALL NOT BE CONSTRUED TO
APPLY TO WORK BELOW GROUND LEVEL IN OPEN CUT. IT
SHALL APPLY TO CUT AND COVER WORK OF SUBWAY
CONSTRUCTION AFTER THE TEMPORARY COVER HAS BEEN
PLACED. .....$ 36.50 27.30
LABORER, CONSTRUCTION CRAFT LABORERS - AREA A:
CONSTRUCTION SPECIALIST GROUP ASPHALT IRONER AND
RAKER; CHAINSAW; LASER BEAM IN CONNECTION WITH
LABORERS' WORK; CAST-IN- PLACE MANHOLE FORM SETTER;
PRESSURE PIPELAYER; DAVIS TRENCHER - 300 OR SIMILAR
TYPE (AND ALL SMALL TRENCHERS); BLASTER; DIAMOND
DRILLER; MULTIPLE UNIT DRILL; HYDRAULIC DRILL
(SAN FRANCISCO, AND SAN MATEO COUNTIES)
FOOTNOTES: LABORERS WORKING OFF OR WITH OR FROM
BOS'N CHAIRS, SWINGING SCAFFOLDS, BELTS SHALL
RECEIVE $0.25 PER HOUR ABOVE THE APPLICABLE WAGE
RATE. THIS SHALL NOT APPLY TO WORKERS ENTITLED TO
RECEIVE THE WAGE RATE SET FORTH IN GROUP 1-A BELOW.
SEWER CLEANERS SHALL RECEIVE $4.00 PER
DAY ABOVE GROUP 1 WAGE RATES. ""SEWER CLEANER""
MEANS ANY WORKER WHO HANDLES OR COMES IN CONTACT
WITH RAW SEWAGE IN SMALL DIAMETER SEWERS. THOSE
WHO WORK INSIDE RECENTLY ACTIVE, LARGE DIAMETER
SEWERS, AND ALL RECENTLY ACTIVE SEWER MANHOLES SHAL
RECEIVE $5.00 PER DAY ABOVE GROUP 1 WAGE RATES.
MAINTENANCE AND REPAIR TRACK AND ROAD BEDS. ALL
EMPLOYEES PERFORMING WORK COVERED HEREIN SHALL
RECEIVE $ .25 PER HOUR ABOVE THEIR REGULAR RATE FOR
ALL WORK PERFORMED ON UNDERGROUND STRUCTURES NOT
SPECIFICALLY COVERED HEREIN. THIS PARAGRAPH SHALL
NOT BE CONSTRUED TO APPLY TO WORK BELOW GROUND
LEVEL IN OPEN CUT. IT SHALL APPLY TO CUT AND COVER
WORK OF SUBWAY CONSTRUCTION AFTER THE TEMPORARY
COVER HAS BEEN PLACED.....$ 37.20 27.30

LABO0261-011 07/01/2023

Rates Fringes

MASON TENDER, BRICK SAN FRANCISCO AND SAN MATEO
COUNTIES FOOTNOTES: UNDERGROUND WORK SUCH AS
SEWERS, MANHOLES, CATCH BASINS, SEWER PIPES,
TELEPHONE CONDUITS, TUNNELS AND CUT TRENCHES: $5.00
PER DAY ADDITIONAL. WORK IN LIVE SEWAGE: $2.50 PER
DAY ADDITIONAL.....$ 37.05 27.45

LABO0261-014 07/01/2023

Rates Fringes

PLASTER TENDER (SAN FRANCISCO AND SAN MATEO
COUNTIES) WORK ON A SWING STAGE SCAFFOLD: $1.00
PER HOUR ADDITIONAL.....$ 41.93 30.32

LABO0270-003 07/01/2023

Rates Fringes

LABORER, TRAFFIC CONTROL/LANE CLOSURE: TRAFFIC
CONTROL PERSON II (Area B).....$ 34.06 27.30
LABORER, TRAFFIC CONTROL/LANE CLOSURE: TRAFFIC

CONTROL PERSON II (Area A).....$ 35.06 27.30
LABORER, TRAFFIC CONTROL/LANE CLOSURE: TRAFFIC
CONTROL PERSON I (Area B).....$ 36.56 27.30
LABORER, TRAFFIC CONTROL/LANE CLOSURE: TRAFFIC
CONTROL PERSON I (Area A).....$ 37.56 27.30
LABORER, TRAFFIC CONTROL/LANE CLOSURE: ESCORT
DRIVER, FLAG PERSON (Area B).....$ 36.26 27.30
LABORER, TRAFFIC CONTROL/LANE CLOSURE: ESCORT
DRIVER, FLAG PERSON (Area A).....$ 37.26 27.30

LABO0270-004 06/26/2023

	Rates	Fringes
TUNNEL AND SHAFT LABORERS: SHOTCRETE SPECIALIST (MONTEREY, SAN BENITO, SANTA CLARA, AND SANTA CRUZ COUNTIES)	$ 46.41	27.72
TUNNEL AND SHAFT LABORERS: GROUP 5 GROUT CREW; REBOUNDMAN; SWAMPER/ BRAKEMAN (MONTEREY, SAN BENITO, SANTA CLARA, AND SANTA CRUZ COUNTIES)	$ 44.42	27.72
TUNNEL AND SHAFT LABORERS: GROUP 4 VIBRATOR OPERATOR, PAVEMENT BREAKER; BULL GANG - MUCKERS, TRACKMEN; CONCRETE CREW - INCLUDES RODDING AND SPREADING, DUMPMEN (ANY METHOD) (MONTEREY, SAN BENITO, SANTA CLARA, AND SANTA CRUZ COUNTIES)	$ 44.96	27.72
TUNNEL AND SHAFT LABORERS: GROUP 3 BIT GRINDER; BLASTER, DRILLER, POWDERMEN, HEADING; CHERRY PICKERMEN - WHERE CAR IS LIFTED; CONCRETE FINISHER IN TUNNEL; CONCRETE SCREEDMAN; GROUT PUMPMAN AND POTMAN; GUNITE & SHOTCRETE GUNMAN & POTMAN; HEADERMEN; HIGH PRESSURE NOZZLEMAN; MINER - TUNNEL, INCLUDING TOP AND BOTTOM MAN ON SHAFT AND RAISE WORK; NIPPER; NOZZLEMAN ON SLICK LINE; SANDBLASTER - POTMAN, ROBOTIC SHOTCRETE PLACER, SEGMENT ERECTOR, TUNNEL MUCK HAULER, STEEL FORM RAISER AND SETTER; TIMBERMAN, RETIMBERMAN (WOOD OR STEEL OR SUBSTITUTE MATERIALS THEREFORE); TUGGER (FOR TUNNEL LABORER WORK); CABLE TENDER; CHUCK TENDER; POWDERMAN - PRIMER HOUSE (MONTEREY, SAN BENITO, SANTA CLARA, AND SANTA CRUZ COUNTIES)	$ 45.41	27.72
TUNNEL AND SHAFT LABORERS: GROUP 2 RODMEN; SHAFT WORK & RAISE (BELOW ACTUAL OR EXCAVATED GROUND LEVEL) (MONTEREY, SAN BENITO, SANTA CLARA, AND SANTA CRUZ COUNTIES)	$ 45.66	27.72
TUNNEL AND SHAFT LABORERS: GROUP 1: DIAMOND DRILLER; GROUNDMEN; GUNITE AND SHOTCRETE NOZZLEMEN (MONTEREY, SAN BENITO, SANTA CLARA, AND SANTA CRUZ COUNTIES)	$ 45.89	27.72

LABO0270-005 07/01/2023

	Rates	Fringes
LABORER: MASON TENDER-BRICK (MONTEREY AND SAN BENITO COUNTIES)	$ 36.29	25.55

LABO0270-007 06/26/2023

	Rates	Fringes
LABORER: GARDENERS, HORTICULTURAL & LANDSCAPE LABORERS - AREA B (MONTEREY, SAN BENITO AND SANTA CRUZ COUNTIES)- (2) Establishment Warranty Period	$ 28.94	27.30
LABORER: GARDENERS, HORTICULTURAL & LANDSCAPE LABORERS - AREA B (MONTEREY, SAN BENITO AND SANTA CRUZ COUNTIES)- (1) New Construction	$ 35.25	27.30
LABORER, WRECKING - AREA B: GROUP 2 Semi-skilled wrecker (salvaging of other building materials) (MONTEREY, SAN BENITO AND SANTA CRUZ COUNTIES) FOOTNOTES: LABORERS WORKING OFF OR WITH OR FROM BOS'N CHAIRS, SWINGING SCAFFOLDS, BELTS SHALL RECEIVE $0.25 PER HOUR ABOVE THE APPLICABLE WAGE RATE. THIS SHALL NOT APPLY TO WORKERS ENTITLED TO RECEIVE THE WAGE RATE SET FORTH IN GROUP 1-A BELOW.	$ 35.35	27.30
LABORER, WRECKING - AREA B: GROUP 1 (MONTEREY, SAN BENITO AND SANTA CRUZ COUNTIES)	$ 35.50	27.30
LABORER, GUNITE - AREA B: GROUP 4 GUNITE LABORER (MONTEREY, SAN BENITO AND SANTA CRUZ COUNTIES) FOOTNOTES: LABORERS WORKING OFF OR WITH OR FROM BOS'N CHAIRS, SWINGING SCAFFOLDS, BELTS SHALL RECEIVE $0.25 PER HOUR ABOVE THE APPLICABLE WAGE RATE. THIS SHALL NOT APPLY TO WORKERS ENTITLED TO RECEIVE THE WAGE RATE SET FORTH IN GROUP 1-A BELOW.	$ 35.25	27.30
LABORER, GUNITE - AREA B: GROUP 3REBOUNDMAN (MONTEREY, SAN BENITO AND SANTA CRUZ COUNTIES) FOOTNOTES: LABORERS WORKING OFF OR WITH OR FROM BOS'N CHAIRS, SWINGING SCAFFOLDS, BELTS SHALL RECEIVE $0.25 PER HOUR ABOVE THE APPLICABLE WAGE RATE. THIS SHALL NOT APPLY TO WORKERS ENTITLED TO RECEIVE THE WAGE RATE SET FORTH IN GROUP 1-A BELOW.	$ 35.37	27.30
LABORER, GUNITE - AREA B: GROUP 2 NOZZLEMAN, GUNMAN, POTMAN, GROUNDMAN (MONTEREY, SAN BENITO AND SANTA CRUZ COUNTIES) FOOTNOTES: LABORERS WORKING OFF OR WITH OR FROM BOS'N CHAIRS, SWINGING SCAFFOLDS, BELTS SHALL RECEIVE $0.25 PER HOUR ABOVE THE APPLICABLE WAGE RATE. THIS SHALL NOT APPLY TO WORKERS ENTITLED TO RECEIVE THE WAGE RATE SET FORTH IN GROUP 1-A BELOW.	$ 35.96	27.30
LABORER, GUNITE - AREA B: GROUP 1 (MONTEREY, SAN BENITO AND SANTA CRUZ COUNTIES)	$ 36.46	27.30
LABORER, CONSTRUCTION CRAFT LABORERS - AREA B: GROUP 4 (MONTEREY, SAN BENITO AND SANTA CRUZ COUNTIES) FINAL CLEAN-UP WORK OF DEBRIS, GROUNDS AND BUILDING INCLUDING BUT NOT LIMITED TO: STREET CLEANER; CLEANING AND WASHING WINDOWS; BRICK CLEANER (JOBSITE ONLY); MATERIAL CLEANER (JOBSITE ONLY). THE CLASSIFICATION ""MATERIAL CLEANER"" IS TO BE UTILIZED UNDER THE FOLLOWING CONDITIONS: A: AT DEMOLITION SITE FOR THE SALVAGE OF THE MATERIAL. B: AT THE CONCLUSION OF A JOB WHERE THE MATERIAL IS TO BE SALVAGED AND STOCKED TO BE REUSED ON ANOTHER JOB. C: FOR THE CLEANING OF SALVAGE MATERIAL AT THE JOBSITE OR TEMPORARY JOBSITE YARD. THE MATERIAL CLEANER CLASSIFICATION SHOULD NOT BE USED IN THE PERFORMANCE OF ""FORM STRIPPING, CLEANING AND OILING AND MOVING TO THE NEXT POINT OF ERECTION"". (MONTEREY, SAN BENITO AND SANTA CRUZ COUNTIES) FOOTNOTES: LABORERS WORKING OFF OR WITH OR FROM BOS'N CHAIRS, SWINGING SCAFFOLDS, BELTS SHALL RECEIVE $0.25 PER HOUR ABOVE THE APPLICABLE WAGE RATE. THIS SHALL NOT APPLY TO WORKERS ENTITLED TO RECEIVE THE WAGE RATE SET FORTH IN GROUP 1-A BELOW. SEWER CLEANERS SHALL RECEIVE $4.00 PER DAY ABOVE GROUP 1 WAGE RATES. ""SEWER CLEANER"" MEANS ANY WORKER WHO HANDLES OR COMES IN CONTACT WITH RAW SEWAGE IN SMALL DIAMETER SEWERS. THOSE WHO WORK INSIDE RECENTLY ACTIVE, LARGE DIAMETER SEWERS, AND ALL RECENTLY ACTIVE SEWER MANHOLES SHAL RECEIVE $5.00 PER DAY ABOVE GROUP 1 WAGE RATES. MAINTENANCE AND REPAIR TRACK AND ROAD BEDS. ALL EMPLOYEES PERFORMING WORK COVERED HEREIN SHALL RECEIVE $ .25 PER HOUR ABOVE THEIR		

REGULAR RATE FOR ALL WORK PERFORMED ON UNDERGROUND
STRUCTURES NOT SPECIFICALLY COVERED HEREIN. THIS
PARAGRAPH SHALL NOT BE CONSTRUED TO APPLY TO WORK
BELOW GROUND LEVEL IN OPEN CUT. IT SHALL APPLY TO
CUT AND COVER WORK OF SUBWAY CONSTRUCTION AFTER THE
TEMPORARY COVER HAS BEEN PLACED.....$ 28.94 27.30
LABORER, CONSTRUCTION CRAFT LABORERS - AREA B:
GROUP 3 CONSTRUCTION LABORERS, INCLUDING BRIDGE
AND GENERAL LABORER; DUMP, LOAD SPOTTER; FLAG
PERSON; FIRE WATCHER; FENCE ERECTOR; GUARDRAIL
ERECTOR; GARDENER, HORTICULTURAL AND LANDSCAPE
LABORER; JETTING; LIMBER, BRUSH LOADER AND PILER;
PAVEMENT MARKER (BUTTON SETTER); MAINTENANCE,
REPAIR TRACK AND ROAD BEDS; STREETCAR AND RAILROAD
CONSTRUCTION TRACK LABORER; TEMPORARY AIR AND WATER
LINES, VICTAULIC OR SIMILAR; TOOL ROOM ATTENDANT
(JOBSITE ONLY) (MONTEREY, SAN BENITO AND SANTA
CRUZ COUNTIES) FOOTNOTES: LABORERS WORKING OFF OR
WITH OR FROM BOS'N CHAIRS, SWINGING SCAFFOLDS,
BELTS SHALL RECEIVE $0.25 PER HOUR ABOVE THE
APPLICABLE WAGE RATE. THIS SHALL NOT APPLY TO
WORKERS ENTITLED TO RECEIVE THE WAGE RATE SET FORTH
IN GROUP 1-A BELOW. SEWER CLEANERS SHALL RECEIVE
$4.00 PER DAY ABOVE GROUP 1 WAGE RATES. ""SEWER
CLEANER"" MEANS ANY WORKER WHO HANDLES OR COMES IN
CONTACT WITH RAW SEWAGE IN SMALL DIAMETER SEWERS.
THOSE WHO WORK INSIDE RECENTLY ACTIVE, LARGE
DIAMETER SEWERS, AND ALL RECENTLY ACTIVE SEWER
MANHOLES SHAL RECEIVE $5.00 PER DAY ABOVE GROUP 1
WAGE RATES. MAINTENANCE AND REPAIR TRACK AND
ROAD BEDS. ALL EMPLOYEES PERFORMING WORK COVERED
HEREIN SHALL RECEIVE $ .25 PER HOUR ABOVE THEIR
REGULAR RATE FOR ALL WORK PERFORMED ON UNDERGROUND
STRUCTURES NOT SPECIFICALLY COVERED HEREIN. THIS
PARAGRAPH SHALL NOT BE CONSTRUED TO APPLY TO WORK
BELOW GROUND LEVEL IN OPEN CUT. IT SHALL APPLY TO
CUT AND COVER WORK OF SUBWAY CONSTRUCTION AFTER THE
TEMPORARY COVER HAS BEEN PLACED.....$ 35.25 27.30
LABORER, CONSTRUCTION CRAFT LABORERS - AREA B:
GROUP 2 ASPHALT SHOVELER; CEMENT DUMPER AND
HANDLING DRY CEMENT OR GYPSUM; CHOKE-SETTER AND
RIGGER (CLEARING WORK); CONCRETE BUCKET DUMPER AND
CHUTE; CONCRETE CHIPPING AND GRINDING; CONCRETE
LABORER (WET OR DRY); DRILLER TENDER, CHUCK TENDER,
NIPPER; GUINEA CHASER (STAKE), GROUT CREW; HIGH
PRESSURE NOZZLE, ADDUCTOR; HYDRAULIC MONITOR (OVER
100 LBS. PRESSURE); LOADING AND UNLOADING, CARRYING
AND HAULING OF ALL RODS AND MATERIALS FOR USE IN
REINFORCING CONCRETE CONSTRUCTION; PITTSBURGH
CHIPPER AND SIMILAR TYPE BRUSH SHREDDERS; SLOPER;
SINGLE FOOT, HAND-HELD, PNEUMATIC TAMPER; ALL
PNEUMATIC, AIR, GAS AND ELECTRIC TOOLS NOT LISTED
IN GROUPS 1 THROUGH 1-F; JACKING OF PIPE - UNDER 12
INCHES (MONTEREY, SAN BENITO AND SANTA CRUZ
COUNTIES) FOOTNOTES: LABORERS WORKING OFF OR
WITH OR FROM BOS'N CHAIRS, SWINGING SCAFFOLDS,
BELTS SHALL RECEIVE $0.25 PER HOUR ABOVE THE
APPLICABLE WAGE RATE. THIS SHALL NOT APPLY TO
WORKERS ENTITLED TO RECEIVE THE WAGE RATE SET FORTH
IN GROUP 1-A BELOW. SEWER CLEANERS SHALL RECEIVE
$4.00 PER DAY ABOVE GROUP 1 WAGE RATES. ""SEWER
CLEANER"" MEANS ANY WORKER WHO HANDLES OR COMES IN
CONTACT WITH RAW SEWAGE IN SMALL DIAMETER SEWERS.
THOSE WHO WORK INSIDE RECENTLY ACTIVE, LARGE
DIAMETER SEWERS, AND ALL RECENTLY ACTIVE SEWER
MANHOLES SHAL RECEIVE $5.00 PER DAY ABOVE GROUP 1
WAGE RATES. MAINTENANCE AND REPAIR TRACK AND
ROAD BEDS. ALL EMPLOYEES PERFORMING WORK COVERED
HEREIN SHALL RECEIVE $ .25 PER HOUR ABOVE THEIR
REGULAR RATE FOR ALL WORK PERFORMED ON UNDERGROUND
STRUCTURES NOT SPECIFICALLY COVERED HEREIN. THIS
PARAGRAPH SHALL NOT BE CONSTRUED TO APPLY TO WORK
BELOW GROUND LEVEL IN OPEN CUT. IT SHALL APPLY TO
CUT AND COVER WORK OF SUBWAY CONSTRUCTION AFTER THE
TEMPORARY COVER HAS BEEN PLACED.....$ 35.35 27.30
LABORER, CONSTRUCTION CRAFT LABORERS - AREA B:
GROUP 1-F WIRE WINDING MACHINE IN CONNECTION WITH
GUNITING OR SHOT CRETE (MONTEREY, SAN BENITO AND
SANTA CRUZ COUNTIES) FOOTNOTES: LABORERS WORKING
OFF OR WITH OR FROM BOS'N CHAIRS, SWINGING
SCAFFOLDS, BELTS SHALL RECEIVE $0.25 PER HOUR ABOVE
THE APPLICABLE WAGE RATE. THIS SHALL NOT APPLY TO
WORKERS ENTITLED TO RECEIVE THE WAGE RATE SET FORTH
IN GROUP 1-A BELOW. SEWER CLEANERS SHALL RECEIVE
$4.00 PER DAY ABOVE GROUP 1 WAGE RATES. ""SEWER
CLEANER"" MEANS ANY WORKER WHO HANDLES OR COMES IN
CONTACT WITH RAW SEWAGE IN SMALL DIAMETER SEWERS.
THOSE WHO WORK INSIDE RECENTLY ACTIVE, LARGE
DIAMETER SEWERS, AND ALL RECENTLY ACTIVE SEWER
MANHOLES SHAL RECEIVE $5.00 PER DAY ABOVE GROUP 1
WAGE RATES. MAINTENANCE AND REPAIR TRACK AND
ROAD BEDS. ALL EMPLOYEES PERFORMING WORK COVERED
HEREIN SHALL RECEIVE $ .25 PER HOUR ABOVE THEIR
REGULAR RATE FOR ALL WORK PERFORMED ON UNDERGROUND
STRUCTURES NOT SPECIFICALLY COVERED HEREIN. THIS
PARAGRAPH SHALL NOT BE CONSTRUED TO APPLY TO WORK
BELOW GROUND LEVEL IN OPEN CUT. IT SHALL APPLY TO
CUT AND COVER WORK OF SUBWAY CONSTRUCTION AFTER THE
TEMPORARY COVER HAS BEEN PLACED.....$ 36.08 27.30
LABORER, CONSTRUCTION CRAFT LABORERS - AREA B:
GROUP 1-E WORK ON AND/OR IN BELL HOLE FOOTINGS AND
SHAFTS THEREOF, AND WORK ON AND IN DEEP FOOTINGS.
(A DEEP FOOTING IS A HOLE 15 FEET OR MORE IN
DEPTH.) IN THE EVENT THE DEPTH OF THE FOOTING IS
UNKNOWN AT THE COMMENCEMENT OF EXCAVATION, AND THE
FINAL DEPTH EXCEEDS 15 FEET, THE DEEP FOOTING WAGE
RATE WOULD APPLY TO ALL EMPLOYEES FOR EACH AND
EVERY DAY WORKED ON OR IN THE EXCAVATION OF THE
FOOTING FROM THE DATE OF INCEPTION. (MONTEREY, SAN
BENITO AND SANTA CRUZ COUNTIES) FOOTNOTES:
LABORERS WORKING OFF OR WITH OR FROM BOS'N CHAIRS,
SWINGING SCAFFOLDS, BELTS SHALL RECEIVE $0.25 PER
HOUR ABOVE THE APPLICABLE WAGE RATE. THIS SHALL
NOT APPLY TO WORKERS ENTITLED TO RECEIVE THE WAGE
RATE SET FORTH IN GROUP 1-A BELOW. SEWER CLEANERS
SHALL RECEIVE $4.00 PER DAY ABOVE GROUP 1 WAGE
RATES. ""SEWER CLEANER"" MEANS ANY WORKER WHO
HANDLES OR COMES IN CONTACT WITH RAW SEWAGE IN
SMALL DIAMETER SEWERS. THOSE WHO WORK INSIDE
RECENTLY ACTIVE, LARGE DIAMETER SEWERS, AND ALL
RECENTLY ACTIVE SEWER MANHOLES SHAL RECEIVE $5.00
PER DAY ABOVE GROUP 1 WAGE RATES. MAINTENANCE
AND REPAIR TRACK AND ROAD BEDS. ALL EMPLOYEES
PERFORMING WORK COVERED HEREIN SHALL RECEIVE $ .25
PER HOUR ABOVE THEIR REGULAR RATE FOR ALL WORK
PERFORMED ON UNDERGROUND STRUCTURES NOT
SPECIFICALLY COVERED HEREIN. THIS PARAGRAPH SHALL
NOT BE CONSTRUED TO APPLY TO WORK BELOW GROUND
LEVEL IN OPEN CUT. IT SHALL APPLY TO CUT AND COVER
WORK OF SUBWAY CONSTRUCTION AFTER THE TEMPORARY

COVER HAS BEEN PLACED.....$ 36.05 27.30
LABORER, CONSTRUCTION CRAFT LABORERS - AREA B:
GROUP 1-C BURNING AND WELDING IN CONNECTION WITH
LABORERS' WORK; SYNTHETIC THERMOPLASTICS AND
SIMILAR TYPE WELDING (MONTEREY, SAN BENITO AND
SANTA CRUZ COUNTIES) FOOTNOTES: LABORERS WORKING
OFF OR WITH OR FROM BOS'N CHAIRS, SWINGING
SCAFFOLDS, BELTS SHALL RECEIVE $0.25 PER HOUR ABOVE
THE APPLICABLE WAGE RATE. THIS SHALL NOT APPLY TO
WORKERS ENTITLED TO RECEIVE THE WAGE RATE SET FORTH
IN GROUP 1-A BELOW. SEWER CLEANERS SHALL RECEIVE
$4.00 PER DAY ABOVE GROUP 1 WAGE RATES. ""SEWER
CLEANER"" MEANS ANY WORKER WHO HANDLES OR COMES IN
CONTACT WITH RAW SEWAGE IN SMALL DIAMETER SEWERS.
THOSE WHO WORK INSIDE RECENTLY ACTIVE, LARGE
DIAMETER SEWERS, AND ALL RECENTLY ACTIVE SEWER
MANHOLES SHAL RECEIVE $5.00 PER DAY ABOVE GROUP 1
WAGE RATES. MAINTENANCE AND REPAIR TRACK AND
ROAD BEDS. ALL EMPLOYEES PERFORMING WORK COVERED
HEREIN SHALL RECEIVE $ .25 PER HOUR ABOVE THEIR
REGULAR RATE FOR ALL WORK PERFORMED ON UNDERGROUND
STRUCTURES NOT SPECIFICALLY COVERED HEREIN. THIS
PARAGRAPH SHALL NOT BE CONSTRUED TO APPLY TO WORK
BELOW GROUND LEVEL IN OPEN CUT. IT SHALL APPLY TO
CUT AND COVER WORK OF SUBWAY CONSTRUCTION AFTER THE
TEMPORARY COVER HAS BEEN PLACED.....$ 35.55 27.30
LABORER, CONSTRUCTION CRAFT LABORERS - AREA B:
GROUP 1-A JOY DRILL MODEL TWM-2A; GARDNER-DENVER
MODEL DH143 AND SIMILAR TYPE DRILLS; TRACK DRILLER;
JACK LEG DRILLER; WAGON DRILLER; MECHANICAL
DRILLERS, ALL TYPES REGARDLESS OF TYPE OR METHOD OF
POWER; MECHANICAL PIPE LAYERS, ALL TYPES REGARDLESS
OF TYPE OR METHOD OF POWER; BLASTER AND POWDER; ALL
WORK OF LOADING, PLACING AND BLASTING OF ALL POWDER
AND EXPLOSIVES OF WHATEVER TYPE REGARDLESS OF
METHOD USED FOR SUCH LOADING AND PLACING; HIGH
SCALERS (INCLUDING DRILLING OF SAME); TREE TOPPER;
BIT GRINDER (MONTEREY, SAN BENITO AND SANTA CRUZ
COUNTIES) FOOTNOTES: LABORERS WORKING OFF OR
WITH OR FROM BOS'N CHAIRS, SWINGING SCAFFOLDS,
BELTS SHALL RECEIVE $0.25 PER HOUR ABOVE THE
APPLICABLE WAGE RATE. THIS SHALL NOT APPLY TO
WORKERS ENTITLED TO RECEIVE THE WAGE RATE SET FORTH
IN GROUP 1-A BELOW. SEWER CLEANERS SHALL RECEIVE
$4.00 PER DAY ABOVE GROUP 1 WAGE RATES. ""SEWER
CLEANER"" MEANS ANY WORKER WHO HANDLES OR COMES IN
CONTACT WITH RAW SEWAGE IN SMALL DIAMETER SEWERS.
THOSE WHO WORK INSIDE RECENTLY ACTIVE, LARGE
DIAMETER SEWERS, AND ALL RECENTLY ACTIVE SEWER
MANHOLES SHAL RECEIVE $5.00 PER DAY ABOVE GROUP 1
WAGE RATES. MAINTENANCE AND REPAIR TRACK AND
ROAD BEDS. ALL EMPLOYEES PERFORMING WORK COVERED
HEREIN SHALL RECEIVE $ .25 PER HOUR ABOVE THEIR
REGULAR RATE FOR ALL WORK PERFORMED ON UNDERGROUND
STRUCTURES NOT SPECIFICALLY COVERED HEREIN. THIS
PARAGRAPH SHALL NOT BE CONSTRUED TO APPLY TO WORK
BELOW GROUND LEVEL IN OPEN CUT. IT SHALL APPLY TO
CUT AND COVER WORK OF SUBWAY CONSTRUCTION AFTER THE
TEMPORARY COVER HAS BEEN PLACED.....$ 35.72 27.30
LABORER, CONSTRUCTION CRAFT LABORERS - AREA B:
GROUP 1- LABORER CLASSIFICATIONS CONSTRUCTION
SPECIALIST GROUP: ASPHALT IRONER AND RAKER;
CHAINSAW; LASER BEAM IN CONNECTION WITH LABORERS'
WORK; CAST-IN- PLACE MANHOLE FORM SETTER; PRESSURE
PIPELAYER; DAVIS TRENCHER - 300 OR SIMILAR TYPE
(AND ALL SMALL TRENCHERS); BLASTER; DIAMOND
DRILLER; MULTIPLE UNIT DRILL; HYDRAULIC DRILL.
GROUP 1: ASPHALT SPREADER BOXES (ALL TYPES); BARKO,
WACKER AND SIMILAR TYPE TAMPERS; BUGGYMOBILE;
CAULKER, BANDER, PIPEWRAPPER, CONDUIT LAYER,
PLASTIC PIPELAYER; CERTIFIED HAZARDOUS WASTE WORKER
INCLUDING LEADE ABATEMENT; COMPACTORS OF ALL TYPES;
CONCRETE AND MAGNESITE MIXER, 1/2 YD. AND UNDER;
CONCRETE PAN WORK; CONCRETE SANDER; CONCRETE SAW;
CRIBBER AND/OR SHORING; CUT GRANITE CURB SETTER;
DRI-PAK-IT MACHINE; FALLER, LOGLOADER AND BUCKER;
FORM RAISER, SLIP FORMS; GREEN CUTTER; HEADERBOARD,
HUBSETTER, ALIGNER, BY ANY METHOD; HIGH PRESSURE
BLOW PIPE (1-1/2"" OR OVER, 100 LBS. PRESSURE/OVER);
HYDRO SEEDER AND SIMILAR TYPE; JACKHAMMER OPERATOR;
JACKING OF PIPE OVER 12 INCHES; JACKSON AND SIMILAR
TYPE COMPACTOR; KETTLE TENDER, POT AND WORKER
APPLYING ASPHALT, LAY-KOLD, CREOSOTE, LIME, CAUSTIC
AND SIMILAR TYPE MATERIALS (APPLYING MEANS
APPLYING, DIPPING OR HANDLING OF SUCH MATERIALS);
LAGGING, SHEETING, WHALING, BRACING, TRENCHJACKING,
LAGGING HAMMER; MAGNESITE, EPOXYRESIN, FIBERGLASS,
MASTIC WORKER (WET OR DRY); NO JOINT PIPE AND
STRIPPING OF SAME, INCLUDING REPAIR OF VOIDS;
PAVEMENT BREAKER AND SPADER, INCLUDING TOOL
GRINDER; PERMA CURB; PIPELAYER (INCLUDING GRADE
CHECKING IN CONNECTION WITH PIPELAYING);
PRECAST-MANHOLE SETTER; PRESSURE PIPE TESTER; POST
HOLE DIGGER, AIR, GAS AND ELECTRIC; POWER BROOM
SWEEPER; POWER TAMPERS OF ALL TYPES (EXCEPT AS
SHOWN IN GROUP 2); RAM SET GUN AND STUD GUN; RIPRAP
STONEPAVER AND ROCK-SLINGER, INCLUDING PLACING OF
SACKED CONCRETE AND/OR SAND (WET OR DRY) AND
GABIONS AND SIMILAR TYPE; ROTARY SCARIFIER OR
MULTIPLE HEAD CONCRETE CHIPPING SCARIFIER; ROTO AND
DITCH WITCH; ROTOTILLER; SANDBLASTER, POT, GUN,
NOZZLE OPERATORS; SIGNALLING AND RIGGING; TANK
CLEANER; TREE CLIMBER; TURBO BLASTER; VIBRASCREED,
BULL FLOAT IN CONNECTION WITH LABORERS' WORK;
VIBRATOR; HAZARDOUS WASTE WORKER (LEAD REMOVAL);
ASBESTOS AND MOLD REMOVAL WORKER (MONTEREY, SAN
BENITO AND SANTA CRUZ COUNTIES) FOOTNOTES:
LABORERS WORKING OFF OR WITH OR FROM BOS'N CHAIRS,
SWINGING SCAFFOLDS, BELTS SHALL RECEIVE $0.25 PER
HOUR ABOVE THE APPLICABLE WAGE RATE. THIS SHALL
NOT APPLY TO WORKERS ENTITLED TO RECEIVE THE WAGE
RATE SET FORTH IN GROUP 1-A BELOW. SEWER CLEANERS
SHALL RECEIVE $4.00 PER DAY ABOVE GROUP 1 WAGE
RATES. ""SEWER CLEANER"" MEANS ANY WORKER WHO
HANDLES OR COMES IN CONTACT WITH RAW SEWAGE IN
SMALL DIAMETER SEWERS. THOSE WHO WORK INSIDE
RECENTLY ACTIVE, LARGE DIAMETER SEWERS, AND ALL
RECENTLY ACTIVE SEWER MANHOLES SHAL RECEIVE $5.00
PER DAY ABOVE GROUP 1 WAGE RATES. MAINTENANCE
AND REPAIR TRACK AND ROAD BEDS. ALL EMPLOYEES
PERFORMING WORK COVERED HEREIN SHALL RECEIVE $ .25
PER HOUR ABOVE THEIR REGULAR RATE FOR ALL WORK
PERFORMED ON UNDERGROUND STRUCTURES NOT
SPECIFICALLY COVERED HEREIN. THIS PARAGRAPH SHALL
NOT BE CONSTRUED TO APPLY TO WORK BELOW GROUND
LEVEL IN OPEN CUT. IT SHALL APPLY TO CUT AND COVER
WORK OF SUBWAY CONSTRUCTION AFTER THE TEMPORARY
COVER HAS BEEN PLACED. .....$ 35.50 27.30
LABORER, CONSTRUCTION CRAFT LABORERS - AREA B:
CONSTRUCTION SPECIALIST GROUP ASPHALT IRONER AND

RAKER; CHAINSAW; LASER BEAM IN CONNECTION WITH
LABORERS' WORK; CAST-IN- PLACE MANHOLE FORM SETTER;
PRESSURE PIPELAYER; DAVIS TRENCHER - 300 OR SIMILAR
TYPE (AND ALL SMALL TRENCHERS); BLASTER; DIAMOND
DRILLER; MULTIPLE UNIT DRILL; HYDRAULIC DRILL
MONTEREY, SAN BENITO AND SANTA CRUZ COUNTIES
FOOTNOTES: LABORERS WORKING OFF OR WITH OR FROM
BOS'N CHAIRS, SWINGING SCAFFOLDS, BELTS SHALL
RECEIVE $0.25 PER HOUR ABOVE THE APPLICABLE WAGE
RATE. THIS SHALL NOT APPLY TO WORKERS ENTITLED TO
RECEIVE THE WAGE RATE SET FORTH IN GROUP 1-A BELOW.
SEWER CLEANERS SHALL RECEIVE $4.00 PER DAY
ABOVE GROUP 1 WAGE RATES. ""SEWER CLEANER"" MEANS
ANY WORKER WHO HANDLES OR COMES IN CONTACT WITH RAW
SEWAGE IN SMALL DIAMETER SEWERS. THOSE WHO WORK
INSIDE RECENTLY ACTIVE, LARGE DIAMETER SEWERS, AND
ALL RECENTLY ACTIVE SEWER MANHOLES SHAL RECEIVE
$5.00 PER DAY ABOVE GROUP 1 WAGE RATES.
MAINTENANCE AND REPAIR TRACK AND ROAD BEDS. ALL
EMPLOYEES PERFORMING WORK COVERED HEREIN SHALL
RECEIVE $ .25 PER HOUR ABOVE THEIR REGULAR RATE FOR
ALL WORK PERFORMED ON UNDERGROUND STRUCTURES NOT
SPECIFICALLY COVERED HEREIN. THIS PARAGRAPH SHALL
NOT BE CONSTRUED TO APPLY TO WORK BELOW GROUND
LEVEL IN OPEN CUT. IT SHALL APPLY TO CUT AND COVER
WORK OF SUBWAY CONSTRUCTION AFTER THE TEMPORARY
COVER HAS BEEN PLACED.....$ 36.20 27.30

LABO0270-010 06/26/2023

	Rates	Fringes
LABORER: GARDENERS, HORTICULTURAL & LANDSCAPE LABORERS - AREA A: (SANTA CLARA COUNTY)- (2) Establishment Warranty Period.....	$ 29.94	27.30
LABORER: GARDENERS, HORTICULTURAL & LANDSCAPE LABORERS - AREA A: (SANTA CLARA COUNTY)- (1) New Construction.....	$ 36.25	27.30
LABORER, WRECKING - AREA A:: GROUP 2 Semi-skilled wrecker (salvaging of other building materials) (SANTA CLARA COUNTY) FOOTNOTES: LABORERS WORKING OFF OR WITH OR FROM BOS'N CHAIRS, SWINGING SCAFFOLDS, BELTS SHALL RECEIVE $0.25 PER HOUR ABOVE THE APPLICABLE WAGE RATE. THIS SHALL NOT APPLY TO WORKERS ENTITLED TO RECEIVE THE WAGE RATE SET FORTH IN GROUP 1-A BELOW.....	$ 36.35	27.30
LABORER, WRECKING - AREA A:: GROUP 1 (SANTA CLARA COUNTY).....	$ 36.50	27.30
LABORER, GUNITE - AREA A:: GROUP 1 (SANTA CLARA COUNTY).....	$ 37.46	27.30
LABORER, GUNITE - AREA A: GROUP 4 GUNITE LABORER (SANTA CLARA COUNTY) FOOTNOTES: LABORERS WORKING OFF OR WITH OR FROM BOS'N CHAIRS, SWINGING SCAFFOLDS, BELTS SHALL RECEIVE $0.25 PER HOUR ABOVE THE APPLICABLE WAGE RATE. THIS SHALL NOT APPLY TO WORKERS ENTITLED TO RECEIVE THE WAGE RATE SET FORTH IN GROUP 1-A BELOW.....	$ 36.25	27.30
LABORER, GUNITE - AREA A: GROUP 3 REBOUNDMAN (SANTA CLARA COUNTY) FOOTNOTES: LABORERS WORKING OFF OR WITH OR FROM BOS'N CHAIRS, SWINGING SCAFFOLDS, BELTS SHALL RECEIVE $0.25 PER HOUR ABOVE THE APPLICABLE WAGE RATE. THIS SHALL NOT APPLY TO WORKERS ENTITLED TO RECEIVE THE WAGE RATE SET FORTH IN GROUP 1-A BELOW.....	$ 36.37	27.30
LABORER, GUNITE - AREA A: GROUP 2 NOZZLEMAN, GUNMAN, POTMAN, GROUNDMAN (SANTA CLARA COUNTY) FOOTNOTES: LABORERS WORKING OFF OR WITH OR FROM BOS'N CHAIRS, SWINGING SCAFFOLDS, BELTS SHALL RECEIVE $0.25 PER HOUR ABOVE THE APPLICABLE WAGE RATE. THIS SHALL NOT APPLY TO WORKERS ENTITLED TO RECEIVE THE WAGE RATE SET FORTH IN GROUP 1-A BELOW..	$ 36.96	27.30
LABORER, CONSTRUCTION CRAFT LABORERS - AREA A:: GROUP 1 (SANTA CLARA COUNTY).....	$ 36.50	27.30
LABORER, CONSTRUCTION CRAFT LABORERS - AREA A: GROUP 4 FINAL CLEAN-UP WORK OF DEBRIS, GROUNDS AND BUILDING INCLUDING BUT NOT LIMITED TO: STREET CLEANER; CLEANING AND WASHING WINDOWS; BRICK CLEANER (JOBSITE ONLY); MATERIAL CLEANER (JOBSITE ONLY). THE CLASSIFICATION ""MATERIAL CLEANER"" IS TO BE UTILIZED UNDER THE FOLLOWING CONDITIONS: A: AT DEMOLITION SITE FOR THE SALVAGE OF THE MATERIAL. B: AT THE CONCLUSION OF A JOB WHERE THE MATERIAL IS TO BE SALVAGED AND STOCKED TO BE REUSED ON ANOTHER JOB. C: FOR THE CLEANING OF SALVAGE MATERIAL AT THE JOBSITE OR TEMPORARY JOBSITE YARD. THE MATERIAL CLEANER CLASSIFICATION SHOULD NOT BE USED IN THE PERFORMANCE OF ""FORM STRIPPING, CLEANING AND OILING AND MOVING TO THE NEXT POINT OF ERECTION"". (SANTA CLARA COUNTY) FOOTNOTES: LABORERS WORKING OFF OR WITH OR FROM BOS'N CHAIRS, SWINGING SCAFFOLDS, BELTS SHALL RECEIVE $0.25 PER HOUR ABOVE THE APPLICABLE WAGE RATE. THIS SHALL NOT APPLY TO WORKERS ENTITLED TO RECEIVE THE WAGE RATE SET FORTH IN GROUP 1-A BELOW. SEWER CLEANERS SHALL RECEIVE $4.00 PER DAY ABOVE GROUP 1 WAGE RATES. ""SEWER CLEANER"" MEANS ANY WORKER WHO HANDLES OR COMES IN CONTACT WITH RAW SEWAGE IN SMALL DIAMETER SEWERS. THOSE WHO WORK INSIDE RECENTLY ACTIVE, LARGE DIAMETER SEWERS, AND ALL RECENTLY ACTIVE SEWER MANHOLES SHAL RECEIVE $5.00 PER DAY ABOVE GROUP 1 WAGE RATES. MAINTENANCE AND REPAIR TRACK AND ROAD BEDS. ALL EMPLOYEES PERFORMING WORK COVERED HEREIN SHALL RECEIVE $ .25 PER HOUR ABOVE THEIR REGULAR RATE FOR ALL WORK PERFORMED ON UNDERGROUND STRUCTURES NOT SPECIFICALLY COVERED HEREIN. THIS PARAGRAPH SHALL NOT BE CONSTRUED TO APPLY TO WORK BELOW GROUND LEVEL IN OPEN CUT. IT SHALL APPLY TO CUT AND COVER WORK OF SUBWAY CONSTRUCTION AFTER THE TEMPORARY COVER HAS BEEN PLACED.....	$ 29.94	27.30
LABORER, CONSTRUCTION CRAFT LABORERS - AREA A: GROUP 3 CONSTRUCTION LABORERS, INCLUDING BRIDGE AND GENERAL LABORER; DUMP, LOAD SPOTTER; FLAG PERSON; FIRE WATCHER; FENCE ERECTOR; GUARDRAIL ERECTOR; GARDENER, HORTICULTURAL AND LANDSCAPE LABORER; JETTING; LIMBER, BRUSH LOADER AND PILER; PAVEMENT MARKER (BUTTON SETTER); MAINTENANCE, REPAIR TRACK AND ROAD BEDS; STREETCAR AND RAILROAD CONSTRUCTION TRACK LABORER; TEMPORARY AIR AND WATER LINES, VICTAULIC OR SIMILAR; TOOL ROOM ATTENDANT (JOBSITE ONLY) (SANTA CLARA COUNTY) FOOTNOTES: LABORERS WORKING OFF OR WITH OR FROM BOS'N CHAIRS, SWINGING SCAFFOLDS, BELTS SHALL RECEIVE $0.25 PER HOUR ABOVE THE APPLICABLE WAGE RATE. THIS SHALL NOT APPLY TO WORKERS ENTITLED TO RECEIVE THE WAGE RATE SET FORTH IN GROUP 1-A BELOW. SEWER CLEANERS SHALL RECEIVE $4.00 PER DAY ABOVE GROUP 1 WAGE RATES. ""SEWER CLEANER"" MEANS ANY WORKER WHO HANDLES OR COMES IN CONTACT WITH RAW SEWAGE IN SMALL DIAMETER SEWERS. THOSE WHO WORK INSIDE RECENTLY ACTIVE, LARGE		

DIAMETER SEWERS, AND ALL RECENTLY ACTIVE SEWER
MANHOLES SHAL RECEIVE $5.00 PER DAY ABOVE GROUP 1
WAGE RATES. MAINTENANCE AND REPAIR TRACK AND
ROAD BEDS. ALL EMPLOYEES PERFORMING WORK COVERED
HEREIN SHALL RECEIVE $ .25 PER HOUR ABOVE THEIR
REGULAR RATE FOR ALL WORK PERFORMED ON UNDERGROUND
STRUCTURES NOT SPECIFICALLY COVERED HEREIN. THIS
PARAGRAPH SHALL NOT BE CONSTRUED TO APPLY TO WORK
BELOW GROUND LEVEL IN OPEN CUT. IT SHALL APPLY TO
CUT AND COVER WORK OF SUBWAY CONSTRUCTION AFTER THE
TEMPORARY COVER HAS BEEN PLACED.....$ 36.25 27.30
LABORER, CONSTRUCTION CRAFT LABORERS - AREA A:
GROUP 2 ASPHALT SHOVELER; CEMENT DUMPER AND
HANDLING DRY CEMENT OR GYPSUM; CHOKE-SETTER AND
RIGGER (CLEARING WORK); CONCRETE BUCKET DUMPER AND
CHUTE; CONCRETE CHIPPING AND GRINDING; CONCRETE
LABORER (WET OR DRY); DRILLER TENDER, CHUCK TENDER,
NIPPER; GUINEA CHASER (STAKE), GROUT CREW; HIGH
PRESSURE NOZZLE, ADDUCTOR; HYDRAULIC MONITOR (OVER
100 LBS. PRESSURE); LOADING AND UNLOADING, CARRYING
AND HAULING OF ALL RODS AND MATERIALS FOR USE IN
REINFORCING CONCRETE CONSTRUCTION; PITTSBURGH
CHIPPER AND SIMILAR TYPE BRUSH SHREDDERS; SLOPER;
SINGLE FOOT, HAND-HELD, PNEUMATIC TAMPER; ALL
PNEUMATIC, AIR, GAS AND ELECTRIC TOOLS NOT LISTED
IN GROUPS 1 THROUGH 1-F; JACKING OF PIPE - UNDER 12
INCHES (SANTA CLARA COUNTY) FOOTNOTES: LABORERS
WORKING OFF OR WITH OR FROM BOS'N CHAIRS, SWINGING
SCAFFOLDS, BELTS SHALL RECEIVE $0.25 PER HOUR ABOVE
THE APPLICABLE WAGE RATE. THIS SHALL NOT APPLY TO
WORKERS ENTITLED TO RECEIVE THE WAGE RATE SET FORTH
IN GROUP 1-A BELOW. SEWER CLEANERS SHALL RECEIVE
$4.00 PER DAY ABOVE GROUP 1 WAGE RATES. ""SEWER
CLEANER"" MEANS ANY WORKER WHO HANDLES OR COMES IN
CONTACT WITH RAW SEWAGE IN SMALL DIAMETER SEWERS.
THOSE WHO WORK INSIDE RECENTLY ACTIVE, LARGE
DIAMETER SEWERS, AND ALL RECENTLY ACTIVE SEWER
MANHOLES SHAL RECEIVE $5.00 PER DAY ABOVE GROUP 1
WAGE RATES. MAINTENANCE AND REPAIR TRACK AND
ROAD BEDS. ALL EMPLOYEES PERFORMING WORK COVERED
HEREIN SHALL RECEIVE $ .25 PER HOUR ABOVE THEIR
REGULAR RATE FOR ALL WORK PERFORMED ON UNDERGROUND
STRUCTURES NOT SPECIFICALLY COVERED HEREIN. THIS
PARAGRAPH SHALL NOT BE CONSTRUED TO APPLY TO WORK
BELOW GROUND LEVEL IN OPEN CUT. IT SHALL APPLY TO
CUT AND COVER WORK OF SUBWAY CONSTRUCTION AFTER THE
TEMPORARY COVER HAS BEEN PLACED.....$ 36.35 27.30
LABORER, CONSTRUCTION CRAFT LABORERS - AREA A:
GROUP 1-F WIRE WINDING MACHINE IN CONNECTION WITH
GUNITING OR SHOT CRETE (SANTA CLARA COUNTY)
FOOTNOTES: LABORERS WORKING OFF OR WITH OR FROM
BOS'N CHAIRS, SWINGING SCAFFOLDS, BELTS SHALL
RECEIVE $0.25 PER HOUR ABOVE THE APPLICABLE WAGE
RATE. THIS SHALL NOT APPLY TO WORKERS ENTITLED TO
RECEIVE THE WAGE RATE SET FORTH IN GROUP 1-A BELOW.
  SEWER CLEANERS SHALL RECEIVE $4.00 PER DAY ABOVE
GROUP 1 WAGE RATES. ""SEWER CLEANER"" MEANS ANY
WORKER WHO HANDLES OR COMES IN CONTACT WITH RAW
SEWAGE IN SMALL DIAMETER SEWERS. THOSE WHO WORK
INSIDE RECENTLY ACTIVE, LARGE DIAMETER SEWERS, AND
ALL RECENTLY ACTIVE SEWER MANHOLES SHAL RECEIVE
$5.00 PER DAY ABOVE GROUP 1 WAGE RATES.
MAINTENANCE AND REPAIR TRACK AND ROAD BEDS. ALL
EMPLOYEES PERFORMING WORK COVERED HEREIN SHALL
RECEIVE $ .25 PER HOUR ABOVE THEIR REGULAR RATE FOR
ALL WORK PERFORMED ON UNDERGROUND STRUCTURES NOT
SPECIFICALLY COVERED HEREIN. THIS PARAGRAPH SHALL
NOT BE CONSTRUED TO APPLY TO WORK BELOW GROUND
LEVEL IN OPEN CUT. IT SHALL APPLY TO CUT AND COVER
WORK OF SUBWAY CONSTRUCTION AFTER THE TEMPORARY
COVER HAS BEEN PLACED.....$ 37.08 27.30
LABORER, CONSTRUCTION CRAFT LABORERS - AREA A:
GROUP 1-E WORK ON AND/OR IN BELL HOLE FOOTINGS AND
SHAFTS THEREOF, AND WORK ON AND IN DEEP FOOTINGS.
(A DEEP FOOTING IS A HOLE 15 FEET OR MORE IN
DEPTH.) IN THE EVENT THE DEPTH OF THE FOOTING IS
UNKNOWN AT THE COMMENCEMENT OF EXCAVATION, AND THE
FINAL DEPTH EXCEEDS 15 FEET, THE DEEP FOOTING WAGE
RATE WOULD APPLY TO ALL EMPLOYEES FOR EACH AND
EVERY DAY WORKED ON OR IN THE EXCAVATION OF THE
FOOTING FROM THE DATE OF INCEPTION. (SANTA CLARA
COUNTY) FOOTNOTES: LABORERS WORKING OFF OR WITH
OR FROM BOS'N CHAIRS, SWINGING SCAFFOLDS, BELTS
SHALL RECEIVE $0.25 PER HOUR ABOVE THE APPLICABLE
WAGE RATE. THIS SHALL NOT APPLY TO WORKERS
ENTITLED TO RECEIVE THE WAGE RATE SET FORTH IN
GROUP 1-A BELOW. SEWER CLEANERS SHALL RECEIVE
$4.00 PER DAY ABOVE GROUP 1 WAGE RATES. ""SEWER
CLEANER"" MEANS ANY WORKER WHO HANDLES OR COMES IN
CONTACT WITH RAW SEWAGE IN SMALL DIAMETER SEWERS.
THOSE WHO WORK INSIDE RECENTLY ACTIVE, LARGE
DIAMETER SEWERS, AND ALL RECENTLY ACTIVE SEWER
MANHOLES SHAL RECEIVE $5.00 PER DAY ABOVE GROUP 1
WAGE RATES. MAINTENANCE AND REPAIR TRACK AND
ROAD BEDS. ALL EMPLOYEES PERFORMING WORK COVERED
HEREIN SHALL RECEIVE $ .25 PER HOUR ABOVE THEIR
REGULAR RATE FOR ALL WORK PERFORMED ON UNDERGROUND
STRUCTURES NOT SPECIFICALLY COVERED HEREIN. THIS
PARAGRAPH SHALL NOT BE CONSTRUED TO APPLY TO WORK
BELOW GROUND LEVEL IN OPEN CUT. IT SHALL APPLY TO
CUT AND COVER WORK OF SUBWAY CONSTRUCTION AFTER THE
TEMPORARY COVER HAS BEEN PLACED.....$ 37.05 27.30
LABORER, CONSTRUCTION CRAFT LABORERS - AREA A:
GROUP 1-C BURNING AND WELDING IN CONNECTION WITH
LABORERS' WORK; SYNTHETIC THERMOPLASTICS AND
SIMILAR TYPE WELDING (SANTA CLARA COUNTY)
FOOTNOTES: LABORERS WORKING OFF OR WITH OR FROM
BOS'N CHAIRS, SWINGING SCAFFOLDS, BELTS SHALL
RECEIVE $0.25 PER HOUR ABOVE THE APPLICABLE WAGE
RATE. THIS SHALL NOT APPLY TO WORKERS ENTITLED TO
RECEIVE THE WAGE RATE SET FORTH IN GROUP 1-A BELOW.
  SEWER CLEANERS SHALL RECEIVE $4.00 PER DAY ABOVE
GROUP 1 WAGE RATES. ""SEWER CLEANER"" MEANS ANY
WORKER WHO HANDLES OR COMES IN CONTACT WITH RAW
SEWAGE IN SMALL DIAMETER SEWERS. THOSE WHO WORK
INSIDE RECENTLY ACTIVE, LARGE DIAMETER SEWERS, AND
ALL RECENTLY ACTIVE SEWER MANHOLES SHAL RECEIVE
$5.00 PER DAY ABOVE GROUP 1 WAGE RATES.
MAINTENANCE AND REPAIR TRACK AND ROAD BEDS. ALL
EMPLOYEES PERFORMING WORK COVERED HEREIN SHALL
RECEIVE $ .25 PER HOUR ABOVE THEIR REGULAR RATE FOR
ALL WORK PERFORMED ON UNDERGROUND STRUCTURES NOT
SPECIFICALLY COVERED HEREIN. THIS PARAGRAPH SHALL
NOT BE CONSTRUED TO APPLY TO WORK BELOW GROUND
LEVEL IN OPEN CUT. IT SHALL APPLY TO CUT AND COVER
WORK OF SUBWAY CONSTRUCTION AFTER THE TEMPORARY
COVER HAS BEEN PLACED.....$ 36.55 27.30
LABORER, CONSTRUCTION CRAFT LABORERS - AREA A:
GROUP 1-A JOY DRILL MODEL TWM-2A; GARDNER-DENVER
MODEL DH143 AND SIMILAR TYPE DRILLS; TRACK DRILLER;

JACK LEG DRILLER; WAGON DRILLER; MECHANICAL
DRILLERS, ALL TYPES REGARDLESS OF TYPE OR METHOD OF
POWER; MECHANICAL PIPE LAYERS, ALL TYPES REGARDLESS
OF TYPE OR METHOD OF POWER; BLASTER AND POWDER; ALL
WORK OF LOADING, PLACING AND BLASTING OF ALL POWDER
AND EXPLOSIVES OF WHATEVER TYPE REGARDLESS OF
METHOD USED FOR SUCH LOADING AND PLACING; HIGH
SCALERS (INCLUDING DRILLING OF SAME); TREE TOPPER;
BIT GRINDER (SANTA CLARA COUNTY) FOOTNOTES:
LABORERS WORKING OFF OR WITH OR FROM BOS'N CHAIRS,
SWINGING SCAFFOLDS, BELTS SHALL RECEIVE $0.25 PER
HOUR ABOVE THE APPLICABLE WAGE RATE. THIS SHALL
NOT APPLY TO WORKERS ENTITLED TO RECEIVE THE WAGE
RATE SET FORTH IN GROUP 1-A BELOW. SEWER
CLEANERS SHALL RECEIVE $4.00 PER DAY ABOVE GROUP 1
WAGE RATES. ""SEWER CLEANER"" MEANS ANY WORKER WHO
HANDLES OR COMES IN CONTACT WITH RAW SEWAGE IN
SMALL DIAMETER SEWERS. THOSE WHO WORK INSIDE
RECENTLY ACTIVE, LARGE DIAMETER SEWERS, AND ALL
RECENTLY ACTIVE SEWER MANHOLES SHAL RECEIVE $5.00
PER DAY ABOVE GROUP 1 WAGE RATES. MAINTENANCE
AND REPAIR TRACK AND ROAD BEDS. ALL EMPLOYEES
PERFORMING WORK COVERED HEREIN SHALL RECEIVE $ .25
PER HOUR ABOVE THEIR REGULAR RATE FOR ALL WORK
PERFORMED ON UNDERGROUND STRUCTURES NOT
SPECIFICALLY COVERED HEREIN. THIS PARAGRAPH SHALL
NOT BE CONSTRUED TO APPLY TO WORK BELOW GROUND
LEVEL IN OPEN CUT. IT SHALL APPLY TO CUT AND COVER
WORK OF SUBWAY CONSTRUCTION AFTER THE TEMPORARY
COVER HAS BEEN PLACED.....$ 36.72 27.30
LABORER, CONSTRUCTION CRAFT LABORERS - AREA A:
CONSTRUCTION SPECIALIST GROUP ASPHALT IRONER AND
RAKER; CHAINSAW; LASER BEAM IN CONNECTION WITH
LABORERS' WORK; CAST-IN- PLACE MANHOLE FORM SETTER;
PRESSURE PIPELAYER; DAVIS TRENCHER - 300 OR SIMILAR
TYPE (AND ALL SMALL TRENCHERS); BLASTER; DIAMOND
DRILLER; MULTIPLE UNIT DRILL; HYDRAULIC DRILL
(SANTA CLARA COUNTY) FOOTNOTES: LABORERS
WORKING OFF OR WITH OR FROM BOS'N CHAIRS, SWINGING
SCAFFOLDS, BELTS SHALL RECEIVE $0.25 PER HOUR ABOVE
THE APPLICABLE WAGE RATE. THIS SHALL NOT APPLY TO
WORKERS ENTITLED TO RECEIVE THE WAGE RATE SET FORTH
IN GROUP 1-A BELOW SEWER CLEANERS SHALL RECEIVE
$4.00 PER DAY ABOVE GROUP 1 WAGE RATES. ""SEWER
CLEANER"" MEANS ANY WORKER WHO HANDLES OR COMES IN
CONTACT WITH RAW SEWAGE IN SMALL DIAMETER SEWERS.
THOSE WHO WORK INSIDE RECENTLY ACTIVE, LARGE
DIAMETER SEWERS, AND ALL RECENTLY ACTIVE SEWER
MANHOLES SHAL RECEIVE $5.00 PER DAY ABOVE GROUP 1
WAGE RATES. MAINTENANCE AND REPAIR TRACK AND
ROAD BEDS. ALL EMPLOYEES PERFORMING WORK COVERED
HEREIN SHALL RECEIVE $ .25 PER HOUR ABOVE THEIR
REGULAR RATE FOR ALL WORK PERFORMED ON UNDERGROUND
STRUCTURES NOT SPECIFICALLY COVERED.....$ 37.20 27.30

LABO0270-011 07/01/2023

	Rates	Fringes
LABORER, PLASTER TENDER (MONTEREY, SAN BENITO, SANTA CRUZ, SANTA CLARA COUNTIES) WORK ON A SWING STAGE SCAFFOLD: $1.00 PER HOUR ADDITIONAL.....	$ 40.68	29.68

LABO0294-001 07/01/2023

	Rates	Fringes
LABORER, BRICK: MASON TENDER-BRICK (FRESNO, KINGS AND MADERA COUNTIES).....	$ 36.29	25.55

LABO0294-002 07/01/2023

	Rates	Fringes
LABORER, TRAFFIC CONTROL/LANE CLOSURE: TRAFFIC CONTROL PERSON II INSTALLATION AND REMOVAL OF TEMPORARY/PERMANENT SIGNS, MARKERS, DELINEATORS AND CRASH CUSHIONS. (FRESNO, KINGS, AND MADERA COUNTIES).....	$ 34.06	27.30
LABORER, TRAFFIC CONTROL/LANE CLOSURE: TRAFFIC CONTROL PERSON I LAYOUT OF TRAFFIC CONTROL, CRASH CUSHIONS, CONSTRUCTION AREA AND ROADSIDE SIGNAGE. (FRESNO, KINGS, AND MADERA COUNTIES).....	$ 36.56	27.30
LABORER, TRAFFIC CONTROL/LANE CLOSURE: ESCORT DRIVER, FLAG PERSON (FRESNO, KINGS, AND MADERA COUNTIES).....	$ 36.26	27.30

LABO0294-005 06/26/2023

	Rates	Fringes
TUNNEL AND SHAFT LABORERS:, GROUP 3 BIT GRINDER; BLASTER, DRILLER, POWDERMEN, HEADING; CHERRY PICKERMEN - WHERE CAR IS LIFTED; CONCRETE FINISHER IN TUNNEL; CONCRETE SCREEDMAN; GROUT PUMPMAN AND POTMAN; GUNITE & SHOTCRETE GUNMAN & POTMAN; HEADERMEN; HIGH PRESSURE NOZZLEMAN; MINER - TUNNEL, INCLUDING TOP AND BOTTOM MAN ON SHAFT AND RAISE WORK; NIPPER; NOZZLEMAN ON SLICK LINE; SANDBLASTER - POTMAN, ROBOTIC SHOTCRETE PLACER, SEGMENT ERECTOR, TUNNEL MUCK HAULER, STEEL FORM RAISER AND SETTER; TIMBERMAN, RETIMBERMAN (WOOD OR STEEL OR SUBSTITUTE MATERIALS THEREFORE); TUGGER (FOR TUNNEL LABORER WORK); CABLE TENDER; CHUCK TENDER; POWDERMAN - PRIMER HOUSE (FRESNO, KINGS, AND MADERA COUNTIES).....	$ 45.41	27.72
TUNNEL AND SHAFT LABORERS:, GROUP 2 RODMEN; SHAFT WORK & RAISE (BELOW ACTUAL OR EXCAVATED GROUND LEVEL) (FRESNO, KINGS, AND MADERA COUNTIES).....	$ 45.66	27.72
TUNNEL AND SHAFT LABORERS: SHOTCRETE SPECIALIST (FRESNO, KINGS, AND MADERA COUNTIES).....	$ 46.41	27.72
TUNNEL AND SHAFT LABORERS: GROUP 5 GROUT CREW; REBOUNDMAN; SWAMPER/ BRAKEMAN (FRESNO, KINGS, AND MADERA COUNTIES).....	$ 44.42	27.72
TUNNEL AND SHAFT LABORERS: GROUP 4 VIBRATOR OPERATOR, PAVEMENT BREAKER; BULL GANG - MUCKERS, TRACKMEN; CONCRETE CREW - INCLUDES RODDING AND SPREADING, DUMPMEN (ANY METHOD) (FRESNO, KINGS, AND MADERA COUNTIES).....	$ 44.96	27.72
TUNNEL AND SHAFT LABORERS: GROUP 1 DIAMOND DRILLER; GROUNDMEN; GUNITE AND SHOTCRETE NOZZLEMEN (FRESNO, KINGS, AND MADERA COUNTIES).....	$ 45.89	27.72

LABO0294-008 06/26/2023

	Rates	Fringes
LABORER: GARDENERS, HORTICULTURAL & LANDSCAPE LABORERS - AREA B: (FRESNO, KINGS, AND MADERA COUNTIES)- (2) Establishment Warranty Period.....	$ 28.94	27.30
LABORER: GARDENERS, HORTICULTURAL & LANDSCAPE LABORERS - AREA B: (FRESNO, KINGS, AND MADERA COUNTIES)- (1) New Construction.....	$ 35.25	27.30
LABORER, WRECKING - AREA B:: GROUP 1 (FRESNO, KINGS, AND MADERA COUNTIES).....	$ 35.50	27.30

LABORER, WRECKING - AREA B: GROUP 2 Semi-skilled
wrecker (salvaging of other building materials)
(FRESNO, KINGS, AND MADERA COUNTIES) FOOTNOTES:
LABORERS WORKING OFF OR WITH OR FROM BOS'N CHAIRS,
SWINGING SCAFFOLDS, BELTS SHALL RECEIVE $0.25 PER
HOUR ABOVE THE APPLICABLE WAGE RATE. THIS SHALL
NOT APPLY TO WORKERS ENTITLED TO RECEIVE THE WAGE
RATE SET FORTH IN GROUP 1-A BELOW. .....$ 35.35 27.30
LABORER, GUNITE - AREA B:: GROUP 1 (FRESNO, KINGS,
AND MADERA COUNTIES).....$ 36.46 27.30
LABORER, GUNITE - AREA B: GROUP 4 GUNITE LABORER
(FRESNO, KINGS, AND MADERA COUNTIES)
FOOTNOTES: LABORERS WORKING OFF OR WITH OR FROM
BOS'N CHAIRS, SWINGING SCAFFOLDS, BELTS SHALL
RECEIVE $0.25 PER HOUR ABOVE THE APPLICABLE WAGE
RATE. THIS SHALL NOT APPLY TO WORKERS ENTITLED TO
RECEIVE THE WAGE RATE SET FORTH IN GROUP 1-A BELOW..$ 35.25 27.30
LABORER, GUNITE - AREA B: GROUP 3 REBOUNDMAN
(FRESNO, KINGS, AND MADERA COUNTIES) FOOTNOTES:
LABORERS WORKING OFF OR WITH OR FROM BOS'N CHAIRS,
SWINGING SCAFFOLDS, BELTS SHALL RECEIVE $0.25 PER
HOUR ABOVE THE APPLICABLE WAGE RATE. THIS SHALL
NOT APPLY TO WORKERS ENTITLED TO RECEIVE THE WAGE
RATE SET FORTH IN GROUP 1-A BELOW.....$ 35.37 27.30
LABORER, GUNITE - AREA B: GROUP 2 NOZZLEMAN,
GUNMAN, POTMAN, GROUNDMAN (FRESNO, KINGS, AND
MADERA COUNTIES) FOOTNOTES: LABORERS WORKING OFF
OR WITH OR FROM BOS'N CHAIRS, SWINGING SCAFFOLDS,
BELTS SHALL RECEIVE $0.25 PER HOUR ABOVE THE
APPLICABLE WAGE RATE. THIS SHALL NOT APPLY TO
WORKERS ENTITLED TO RECEIVE THE WAGE RATE SET FORTH
IN GROUP 1-A BELOW.....$ 35.96 27.30
LABORER, CONSTRUCTION CRAFT LABORERS - AREA B:
GROUP 4 FINAL CLEAN-UP WORK OF DEBRIS, GROUNDS AND
BUILDING INCLUDING BUT NOT LIMITED TO: STREET
CLEANER; CLEANING AND WASHING WINDOWS; BRICK
CLEANER (JOBSITE ONLY); MATERIAL CLEANER (JOBSITE
ONLY). THE CLASSIFICATION ""MATERIAL CLEANER"" IS TO
BE UTILIZED UNDER THE FOLLOWING CONDITIONS:
A: AT DEMOLITION SITE FOR THE SALVAGE OF THE
MATERIAL. B: AT THE CONCLUSION OF A JOB WHERE
THE MATERIAL IS TO BE SALVAGED AND STOCKED TO BE
REUSED ON ANOTHER JOB. C: FOR THE CLEANING OF
SALVAGE MATERIAL AT THE JOBSITE OR TEMPORARY
JOBSITE YARD. THE MATERIAL CLEANER
CLASSIFICATION SHOULD NOT BE USED IN THE
PERFORMANCE OF ""FORM STRIPPING, CLEANING AND
OILING AND MOVING TO THE NEXT POINT OF ERECTION"".
(FRESNO, KINGS, AND MADERA COUNTIES)
FOOTNOTES: LABORERS WORKING OFF OR WITH OR FROM
BOS'N CHAIRS, SWINGING SCAFFOLDS, BELTS SHALL
RECEIVE $0.25 PER HOUR ABOVE THE APPLICABLE WAGE
RATE. THIS SHALL NOT APPLY TO WORKERS ENTITLED TO
RECEIVE THE WAGE RATE SET FORTH IN GROUP 1-A BELOW.
SEWER CLEANERS SHALL RECEIVE $4.00 PER DAY
ABOVE GROUP 1 WAGE RATES. ""SEWER CLEANER"" MEANS
ANY WORKER WHO HANDLES OR COMES IN CONTACT WITH RAW
SEWAGE IN SMALL DIAMETER SEWERS. THOSE WHO WORK
INSIDE RECENTLY ACTIVE, LARGE DIAMETER SEWERS, AND
ALL RECENTLY ACTIVE SEWER MANHOLES SHAL RECEIVE
$5.00 PER DAY ABOVE GROUP 1 WAGE RATES.
MAINTENANCE AND REPAIR TRACK AND ROAD BEDS. ALL
EMPLOYEES PERFORMING WORK COVERED HEREIN SHALL
RECEIVE $ .25 PER HOUR ABOVE THEIR REGULAR RATE FOR
ALL WORK PERFORMED ON UNDERGROUND STRUCTURES NOT
SPECIFICALLY COVERED HEREIN. THIS PARAGRAPH SHALL
NOT BE CONSTRUED TO APPLY TO WORK BELOW GROUND
LEVEL IN OPEN CUT. IT SHALL APPLY TO CUT AND COVER
WORK OF SUBWAY CONSTRUCTION AFTER THE TEMPORARY
COVER HAS BEEN PLACED. GUNITE LABORER
CLASSIFICATIONS.....$ 28.94 27.30
LABORER, CONSTRUCTION CRAFT LABORERS - AREA B:
GROUP 3 CONSTRUCTION LABORERS, INCLUDING BRIDGE AND
GENERAL LABORER; DUMP, LOAD SPOTTER; FLAG PERSON;
FIRE WATCHER; FENCE ERECTOR; GUARDRAIL ERECTOR;
GARDENER, HORTICULTURAL AND LANDSCAPE LABORER;
JETTING; LIMBER, BRUSH LOADER AND PILER; PAVEMENT
MARKER (BUTTON SETTER); MAINTENANCE, REPAIR TRACK
AND ROAD BEDS; STREETCAR AND RAILROAD CONSTRUCTION
TRACK LABORER; TEMPORARY AIR AND WATER LINES,
VICTAULIC OR SIMILAR; TOOL ROOM ATTENDANT (JOBSITE
ONLY) (FRESNO, KINGS, AND MADERA COUNTIES)
FOOTNOTES: LABORERS WORKING OFF OR WITH OR FROM
BOS'N CHAIRS, SWINGING SCAFFOLDS, BELTS SHALL
RECEIVE $0.25 PER HOUR ABOVE THE APPLICABLE WAGE
RATE. THIS SHALL NOT APPLY TO WORKERS ENTITLED TO
RECEIVE THE WAGE RATE SET FORTH IN GROUP 1-A BELOW.
SEWER CLEANERS SHALL RECEIVE $4.00 PER DAY
ABOVE GROUP 1 WAGE RATES. ""SEWER CLEANER"" MEANS
ANY WORKER WHO HANDLES OR COMES IN CONTACT WITH RAW
SEWAGE IN SMALL DIAMETER SEWERS. THOSE WHO WORK
INSIDE RECENTLY ACTIVE, LARGE DIAMETER SEWERS, AND
ALL RECENTLY ACTIVE SEWER MANHOLES SHAL RECEIVE
$5.00 PER DAY ABOVE GROUP 1 WAGE RATES.
MAINTENANCE AND REPAIR TRACK AND ROAD BEDS. ALL
EMPLOYEES PERFORMING WORK COVERED HEREIN SHALL
RECEIVE $ .25 PER HOUR ABOVE THEIR REGULAR RATE FOR
ALL WORK PERFORMED ON UNDERGROUND STRUCTURES NOT
SPECIFICALLY COVERED HEREIN. THIS PARAGRAPH SHALL
NOT BE CONSTRUED TO APPLY TO WORK BELOW GROUND
LEVEL IN OPEN CUT. IT SHALL APPLY TO CUT AND COVER
WORK OF SUBWAY CONSTRUCTION AFTER THE TEMPORARY
COVER HAS BEEN PLACED.....$ 35.25 27.30
LABORER, CONSTRUCTION CRAFT LABORERS - AREA B:
GROUP 2 ASPHALT SHOVELER; CEMENT DUMPER AND
HANDLING DRY CEMENT OR GYPSUM; CHOKE-SETTER AND
RIGGER (CLEARING WORK); CONCRETE BUCKET DUMPER AND
CHUTE; CONCRETE CHIPPING AND GRINDING; CONCRETE
LABORER (WET OR DRY); DRILLER TENDER, CHUCK TENDER,
NIPPER; GUINEA CHASER (STAKE), GROUT CREW; HIGH
PRESSURE NOZZLE, ADDUCTOR; HYDRAULIC MONITOR (OVER
100 LBS. PRESSURE); LOADING AND UNLOADING, CARRYING
AND HAULING OF ALL RODS AND MATERIALS FOR USE IN
REINFORCING CONCRETE CONSTRUCTION; PITTSBURGH
CHIPPER AND SIMILAR TYPE BRUSH SHREDDERS; SLOPER;
SINGLE FOOT, HAND-HELD, PNEUMATIC TAMPER; ALL
PNEUMATIC, AIR, GAS AND ELECTRIC TOOLS NOT LISTED
IN GROUPS 1 THROUGH 1-F; JACKING OF PIPE - UNDER 12
INCHES (FRESNO, KINGS, AND MADERA COUNTIES)
FOOTNOTES: LABORERS WORKING OFF OR WITH OR FROM
BOS'N CHAIRS, SWINGING SCAFFOLDS, BELTS SHALL
RECEIVE $0.25 PER HOUR ABOVE THE APPLICABLE WAGE
RATE. THIS SHALL NOT APPLY TO WORKERS ENTITLED TO
RECEIVE THE WAGE RATE SET FORTH IN GROUP 1-A BELOW.
SEWER CLEANERS SHALL RECEIVE $4.00 PER DAY
ABOVE GROUP 1 WAGE RATES. ""SEWER CLEANER"" MEANS
ANY WORKER WHO HANDLES OR COMES IN CONTACT WITH RAW
SEWAGE IN SMALL DIAMETER SEWERS. THOSE WHO WORK
INSIDE RECENTLY ACTIVE, LARGE DIAMETER SEWERS, AND
ALL RECENTLY ACTIVE SEWER MANHOLES SHAL RECEIVE

$5.00 PER DAY ABOVE GROUP 1 WAGE RATES.
MAINTENANCE AND REPAIR TRACK AND ROAD BEDS. ALL
EMPLOYEES PERFORMING WORK COVERED HEREIN SHALL
RECEIVE $ .25 PER HOUR ABOVE THEIR REGULAR RATE FOR
ALL WORK PERFORMED ON UNDERGROUND STRUCTURES NOT
SPECIFICALLY COVERED HEREIN. THIS PARAGRAPH SHALL
NOT BE CONSTRUED TO APPLY TO WORK BELOW GROUND
LEVEL IN OPEN CUT. IT SHALL APPLY TO CUT AND COVER
WORK OF SUBWAY CONSTRUCTION AFTER THE TEMPORARY
COVER HAS BEEN PLACED.....$ 35.35 27.30
LABORER, CONSTRUCTION CRAFT LABORERS - AREA B:
GROUP 1-F WIRE WINDING MACHINE IN CONNECTION WITH
GUNITING OR SHOT CRETE (FRESNO, KINGS, AND MADERA
COUNTIES) FOOTNOTES: LABORERS WORKING OFF OR WITH
OR FROM BOS'N CHAIRS, SWINGING SCAFFOLDS, BELTS
SHALL RECEIVE $0.25 PER HOUR ABOVE THE APPLICABLE
WAGE RATE. THIS SHALL NOT APPLY TO WORKERS
ENTITLED TO RECEIVE THE WAGE RATE SET FORTH IN
GROUP 1-A BELOW. SEWER CLEANERS SHALL
RECEIVE $4.00 PER DAY ABOVE GROUP 1 WAGE RATES.
""SEWER CLEANER"" MEANS ANY WORKER WHO HANDLES OR
COMES IN CONTACT WITH RAW SEWAGE IN SMALL DIAMETER
SEWERS. THOSE WHO WORK INSIDE RECENTLY ACTIVE,
LARGE DIAMETER SEWERS, AND ALL RECENTLY ACTIVE
SEWER MANHOLES SHAL RECEIVE $5.00 PER DAY ABOVE
GROUP 1 WAGE RATES. MAINTENANCE AND REPAIR TRACK
AND ROAD BEDS. ALL EMPLOYEES PERFORMING WORK
COVERED HEREIN SHALL RECEIVE $ .25 PER HOUR ABOVE
THEIR REGULAR RATE FOR ALL WORK PERFORMED ON
UNDERGROUND STRUCTURES NOT SPECIFICALLY COVERED
HEREIN. THIS PARAGRAPH SHALL NOT BE CONSTRUED TO
APPLY TO WORK BELOW GROUND LEVEL IN OPEN CUT. IT
SHALL APPLY TO CUT AND COVER WORK OF SUBWAY
CONSTRUCTION AFTER THE TEMPORARY COVER HAS BEEN
PLACED.....$ 36.08 27.30
LABORER, CONSTRUCTION CRAFT LABORERS - AREA B:
GROUP 1-E WORK ON AND/OR IN BELL HOLE FOOTINGS AND
SHAFTS THEREOF, AND WORK ON AND IN DEEP FOOTINGS.
(A DEEP FOOTING IS A HOLE 15 FEET OR MORE IN
DEPTH.) IN THE EVENT THE DEPTH OF THE FOOTING IS
UNKNOWN AT THE COMMENCEMENT OF EXCAVATION, AND THE
FINAL DEPTH EXCEEDS 15 FEET, THE DEEP FOOTING WAGE
RATE WOULD APPLY TO ALL EMPLOYEES FOR EACH AND
EVERY DAY WORKED ON OR IN THE EXCAVATION OF THE
FOOTING FROM THE DATE OF INCEPTION. (FRESNO,
KINGS, AND MADERA COUNTIES) FOOTNOTES: LABORERS
WORKING OFF OR WITH OR FROM BOS'N CHAIRS, SWINGING
SCAFFOLDS, BELTS SHALL RECEIVE $0.25 PER HOUR ABOVE
THE APPLICABLE WAGE RATE. THIS SHALL NOT APPLY TO
WORKERS ENTITLED TO RECEIVE THE WAGE RATE SET FORTH
IN GROUP 1-A BELOW. SEWER CLEANERS SHALL
RECEIVE $4.00 PER DAY ABOVE GROUP 1 WAGE RATES.
""SEWER CLEANER"" MEANS ANY WORKER WHO HANDLES OR
COMES IN CONTACT WITH RAW SEWAGE IN SMALL DIAMETER
SEWERS. THOSE WHO WORK INSIDE RECENTLY ACTIVE,
LARGE DIAMETER SEWERS, AND ALL RECENTLY ACTIVE
SEWER MANHOLES SHAL RECEIVE $5.00 PER DAY ABOVE
GROUP 1 WAGE RATES. MAINTENANCE AND REPAIR TRACK
AND ROAD BEDS. ALL EMPLOYEES PERFORMING WORK
COVERED HEREIN SHALL RECEIVE $ .25 PER HOUR ABOVE
THEIR REGULAR RATE FOR ALL WORK PERFORMED ON
UNDERGROUND STRUCTURES NOT SPECIFICALLY COVERED
HEREIN. THIS PARAGRAPH SHALL NOT BE CONSTRUED TO
APPLY TO WORK BELOW GROUND LEVEL IN OPEN CUT. IT
SHALL APPLY TO CUT AND COVER WORK OF SUBWAY
CONSTRUCTION AFTER THE TEMPORARY COVER HAS BEEN
PLACED.....$ 36.05 27.30
LABORER, CONSTRUCTION CRAFT LABORERS - AREA B:
GROUP 1-C BURNING AND WELDING IN CONNECTION WITH
LABORERS' WORK; SYNTHETIC THERMOPLASTICS AND
SIMILAR TYPE WELDING (FRESNO, KINGS, AND MADERA
COUNTIES) FOOTNOTES: LABORERS WORKING OFF OR WITH
OR FROM BOS'N CHAIRS, SWINGING SCAFFOLDS, BELTS
SHALL RECEIVE $0.25 PER HOUR ABOVE THE APPLICABLE
WAGE RATE. THIS SHALL NOT APPLY TO WORKERS
ENTITLED TO RECEIVE THE WAGE RATE SET FORTH IN
GROUP 1-A BELOW. SEWER CLEANERS SHALL
RECEIVE $4.00 PER DAY ABOVE GROUP 1 WAGE RATES.
""SEWER CLEANER"" MEANS ANY WORKER WHO HANDLES OR
COMES IN CONTACT WITH RAW SEWAGE IN SMALL DIAMETER
SEWERS. THOSE WHO WORK INSIDE RECENTLY ACTIVE,
LARGE DIAMETER SEWERS, AND ALL RECENTLY ACTIVE
SEWER MANHOLES SHAL RECEIVE $5.00 PER DAY ABOVE
GROUP 1 WAGE RATES. MAINTENANCE AND REPAIR TRACK
AND ROAD BEDS. ALL EMPLOYEES PERFORMING WORK
COVERED HEREIN SHALL RECEIVE $ .25 PER HOUR ABOVE
THEIR REGULAR RATE FOR ALL WORK PERFORMED ON
UNDERGROUND STRUCTURES NOT SPECIFICALLY COVERED
HEREIN. THIS PARAGRAPH SHALL NOT BE CONSTRUED TO
APPLY TO WORK BELOW GROUND LEVEL IN OPEN CUT. IT
SHALL APPLY TO CUT AND COVER WORK OF SUBWAY
CONSTRUCTION AFTER THE TEMPORARY COVER HAS BEEN
PLACED.....$ 35.55 27.30
LABORER, CONSTRUCTION CRAFT LABORERS - AREA B:
GROUP 1-A JOY DRILL MODEL TWM-2A; GARDNER-DENVER
MODEL DH143 AND SIMILAR TYPE DRILLS; TRACK DRILLER;
JACK LEG DRILLER; WAGON DRILLER; MECHANICAL
DRILLERS, ALL TYPES REGARDLESS OF TYPE OR METHOD OF
POWER; MECHANICAL PIPE LAYERS, ALL TYPES REGARDLESS
OF TYPE OR METHOD OF POWER; BLASTER AND POWDER; ALL
WORK OF LOADING, PLACING AND BLASTING OF ALL POWDER
AND EXPLOSIVES OF WHATEVER TYPE REGARDLESS OF
METHOD USED FOR SUCH LOADING AND PLACING; HIGH
SCALERS (INCLUDING DRILLING OF SAME); TREE TOPPER;
BIT GRINDER (FRESNO, KINGS, AND MADERA COUNTIES)
FOOTNOTES: LABORERS WORKING OFF OR WITH OR FROM
BOS'N CHAIRS, SWINGING SCAFFOLDS, BELTS SHALL
RECEIVE $0.25 PER HOUR ABOVE THE APPLICABLE WAGE
RATE. THIS SHALL NOT APPLY TO WORKERS ENTITLED TO
RECEIVE THE WAGE RATE SET FORTH IN GROUP 1-A BELOW.
SEWER CLEANERS SHALL RECEIVE $4.00 PER DAY
ABOVE GROUP 1 WAGE RATES. ""SEWER CLEANER"" MEANS
ANY WORKER WHO HANDLES OR COMES IN CONTACT WITH RAW
SEWAGE IN SMALL DIAMETER SEWERS. THOSE WHO WORK
INSIDE RECENTLY ACTIVE, LARGE DIAMETER SEWERS, AND
ALL RECENTLY ACTIVE SEWER MANHOLES SHAL RECEIVE
$5.00 PER DAY ABOVE GROUP 1 WAGE RATES.
MAINTENANCE AND REPAIR TRACK AND ROAD BEDS. ALL
EMPLOYEES PERFORMING WORK COVERED HEREIN SHALL
RECEIVE $ .25 PER HOUR ABOVE THEIR REGULAR RATE FOR
ALL WORK PERFORMED ON UNDERGROUND STRUCTURES NOT
SPECIFICALLY COVERED HEREIN. THIS PARAGRAPH SHALL
NOT BE CONSTRUED TO APPLY TO WORK BELOW GROUND
LEVEL IN OPEN CUT. IT SHALL APPLY TO CUT AND COVER
WORK OF SUBWAY CONSTRUCTION AFTER THE TEMPORARY
COVER HAS BEEN PLACED. .....$ 35.72 27.30
LABORER, CONSTRUCTION CRAFT LABORERS - AREA B:
GROUP 1- ASPHALT SPREADER BOXES (ALL TYPES); BARKO,
WACKER AND SIMILAR TYPE TAMPERS; BUGGYMOBILE;
CAULKER, BANDER, PIPEWRAPPER, CONDUIT LAYER,

PLASTIC PIPELAYER; CERTIFIED HAZARDOUS WASTE WORKER
INCLUDING LEADE ABATEMENT; COMPACTORS OF ALL TYPES;
CONCRETE AND MAGNESITE MIXER, 1/2 YD. AND UNDER;
CONCRETE PAN WORK; CONCRETE SANDER; CONCRETE SAW;
CRIBBER AND/OR SHORING; CUT GRANITE CURB SETTER;
DRI-PAK-IT MACHINE; FALLER, LOGLOADER AND BUCKER;
FORM RAISER, SLIP FORMS; GREEN CUTTER; HEADERBOARD,
HUBSETTER, ALIGNER, BY ANY METHOD; HIGH PRESSURE
BLOW PIPE (1-1/2"" OR OVER, 100 LBS. PRESSURE/OVER);
HYDRO SEEDER AND SIMILAR TYPE; JACKHAMMER OPERATOR;
JACKING OF PIPE OVER 12 INCHES; JACKSON AND SIMILAR
TYPE COMPACTOR; KETTLE TENDER, POT AND WORKER
APPLYING ASPHALT, LAY-KOLD, CREOSOTE, LIME, CAUSTIC
AND SIMILAR TYPE MATERIALS (APPLYING MEANS
APPLYING, DIPPING OR HANDLING OF SUCH MATERIALS);
LAGGING, SHEETING, WHALING, BRACING, TRENCHJACKING,
LAGGING HAMMER; MAGNESITE, EPOXYRESIN, FIBERGLASS,
MASTIC WORKER (WET OR DRY); NO JOINT PIPE AND
STRIPPING OF SAME, INCLUDING REPAIR OF VOIDS;
PAVEMENT BREAKER AND SPADER, INCLUDING TOOL
GRINDER; PERMA CURB; PIPELAYER (INCLUDING GRADE
CHECKING IN CONNECTION WITH PIPELAYING);
PRECAST-MANHOLE SETTER; PRESSURE PIPE TESTER; POST
HOLE DIGGER, AIR, GAS AND ELECTRIC; POWER BROOM
SWEEPER; POWER TAMPERS OF ALL TYPES (EXCEPT AS
SHOWN IN GROUP 2); RAM SET GUN AND STUD GUN; RIPRAP
STONEPAVER AND ROCK-SLINGER, INCLUDING PLACING OF
SACKED CONCRETE AND/OR SAND (WET OR DRY) AND
GABIONS AND SIMILAR TYPE; ROTARY SCARIFIER OR
MULTIPLE HEAD CONCRETE CHIPPING SCARIFIER; ROTO AND
DITCH WITCH; ROTOTILLER; SANDBLASTER, POT, GUN,
NOZZLE OPERATORS; SIGNALLING AND RIGGING; TANK
CLEANER; TREE CLIMBER; TURBO BLASTER; VIBRASCREED,
BULL FLOAT IN CONNECTION WITH LABORERS' WORK;
VIBRATOR; HAZARDOUS WASTE WORKER (LEAD REMOVAL);
ASBESTOS AND MOLD REMOVAL WORKER (FRESNO, KINGS,
AND MADERA COUNTIES) FOOTNOTES: LABORERS WORKING
OFF OR WITH OR FROM BOS'N CHAIRS, SWINGING
SCAFFOLDS, BELTS SHALL RECEIVE $0.25 PER HOUR ABOVE
THE APPLICABLE WAGE RATE. THIS SHALL NOT APPLY TO
WORKERS ENTITLED TO RECEIVE THE WAGE RATE SET FORTH
IN GROUP 1-A BELOW. SEWER CLEANERS SHALL
RECEIVE $4.00 PER DAY ABOVE GROUP 1 WAGE RATES.
""SEWER CLEANER"" MEANS ANY WORKER WHO HANDLES OR
COMES IN CONTACT WITH RAW SEWAGE IN SMALL DIAMETER
SEWERS. THOSE WHO WORK INSIDE RECENTLY ACTIVE,
LARGE DIAMETER SEWERS, AND ALL RECENTLY ACTIVE
SEWER MANHOLES SHAL RECEIVE $5.00 PER DAY ABOVE
GROUP 1 WAGE RATES. MAINTENANCE AND REPAIR TRACK
AND ROAD BEDS. ALL EMPLOYEES PERFORMING WORK
COVERED HEREIN SHALL RECEIVE $ .25 PER HOUR ABOVE
THEIR REGULAR RATE FOR ALL WORK PERFORMED ON
UNDERGROUND STRUCTURES NOT SPECIFICALLY COVERED
HEREIN. THIS PARAGRAPH SHALL NOT BE CONSTRUED TO
APPLY TO WORK BELOW GROUND LEVEL IN OPEN CUT. IT
SHALL APPLY TO CUT AND COVER WORK OF SUBWAY
CONSTRUCTION AFTER THE TEMPORARY COVER HAS BEEN
PLACED. .....$ 35.50 27.30
LABORER, CONSTRUCTION CRAFT LABORERS - AREA B:
CONSTRUCTION SPECIALIST GROUP ASPHALT IRONER AND
RAKER; CHAINSAW; LASER BEAM IN CONNECTION WITH
LABORERS' WORK; CAST-IN- PLACE MANHOLE FORM SETTER;
PRESSURE PIPELAYER; DAVIS TRENCHER - 300 OR SIMILAR
TYPE (AND ALL SMALL TRENCHERS); BLASTER; DIAMOND
DRILLER; MULTIPLE UNIT DRILL; HYDRAULIC DRILL
(FRESNO, KINGS, AND MADERA COUNTIES) FOOTNOTES:
LABORERS WORKING OFF OR WITH OR FROM BOS'N CHAIRS,
SWINGING SCAFFOLDS, BELTS SHALL RECEIVE $0.25 PER
HOUR ABOVE THE APPLICABLE WAGE RATE. THIS SHALL
NOT APPLY TO WORKERS ENTITLED TO RECEIVE THE WAGE
RATE SET FORTH IN GROUP 1-A BELOW. SEWER
CLEANERS SHALL RECEIVE $4.00 PER DAY ABOVE GROUP 1
WAGE RATES. ""SEWER CLEANER"" MEANS ANY WORKER WHO
HANDLES OR COMES IN CONTACT WITH RAW SEWAGE IN
SMALL DIAMETER SEWERS. THOSE WHO WORK INSIDE
RECENTLY ACTIVE, LARGE DIAMETER SEWERS, AND ALL
RECENTLY ACTIVE SEWER MANHOLES SHAL RECEIVE $5.00
PER DAY ABOVE GROUP 1 WAGE RATES. MAINTENANCE
AND REPAIR TRACK AND ROAD BEDS. ALL EMPLOYEES
PERFORMING WORK COVERED HEREIN SHALL RECEIVE $ .25
PER HOUR ABOVE THEIR REGULAR RATE FOR ALL WORK
PERFORMED ON UNDERGROUND STRUCTURES NOT
SPECIFICALLY COVERED HEREIN. THIS PARAGRAPH SHALL
NOT BE CONSTRUED TO APPLY TO WORK BELOW GROUND
LEVEL IN OPEN CUT. IT SHALL APPLY TO CUT AND COVER
WORK OF SUBWAY CONSTRUCTION AFTER THE TEMPORARY
COVER HAS BEEN PLACED. .....$ 36.20 27.30

LABO0294-010 07/01/2023

	Rates	Fringes
PLASTERER TENDER (CALAVERAS, FRESNO, KINGS, MADERA, MARIPOSA, MERCED, SAN JOAQUIN, STANISLAUS & TUOLUMNE) WORK ON A SWING STAGE SCAFFOLD: $1.00 PER HOUR ADDITIONAL.....	$ 39.77	28.54

LABO0294-011 07/01/2023

	Rates	Fringes
LABORER, PLASTER TENDER (FRESNO, KINGS, AND MADERA COUNTIES).....	$ 39.77	28.54

LABO0304-002 07/01/2023

	Rates	Fringes
LABORER, TRAFFIC CONTROL/LANE CLOSURE: TRAFFIC CONTROL PERSON II INSTALLATION AND REMOVAL OF TEMPORARY/PERMANENT SIGNS, MARKERS, DELINEATORS AND CRASH CUSHIONS. (ALAMEDA COUNTY).....	$ 35.06	27.30
LABORER, TRAFFIC CONTROL/LANE CLOSURE: TRAFFIC CONTROL PERSON I LAYOUT OF TRAFFIC CONTROL, CRASH CUSHIONS, CONSTRUCTION AREA AND ROADSIDE SIGNAGE. (ALAMEDA COUNTY).....	$ 37.56	27.30
LABORER, TRAFFIC CONTROL/LANE CLOSURE: ESCORT DRIVER, FLAG PERSON (ALAMEDA COUNTY).....	$ 37.26	27.30

LABO0304-003 06/26/2023

	Rates	Fringes
TUNNEL AND SHAFT LABORERS:, GROUP 5 GROUT CREW; REBOUNDMAN; SWAMPER/ BRAKEMAN (ALAMEDA COUNTY).....	$ 44.42	27.72
TUNNEL AND SHAFT LABORERS:, GROUP 4 VIBRATOR OPERATOR, PAVEMENT BREAKER; BULL GANG - MUCKERS, TRACKMEN; CONCRETE CREW - INCLUDES RODDING AND SPREADING, DUMPMEN (ANY METHOD) (ALAMEDA COUNTY)....	$ 44.96	27.72
TUNNEL AND SHAFT LABORERS:, GROUP 3 BIT GRINDER; BLASTER, DRILLER, POWDERMEN, HEADING; CHERRY PICKERMEN - WHERE CAR IS LIFTED; CONCRETE FINISHER IN TUNNEL; CONCRETE SCREEDMAN; GROUT PUMPMAN AND POTMAN; GUNITE & SHOTCRETE GUNMAN & POTMAN;		

HEADERMEN; HIGH PRESSURE NOZZLEMAN; MINER - TUNNEL,
INCLUDING TOP AND BOTTOM MAN ON SHAFT AND RAISE
WORK; NIPPER; NOZZLEMAN ON SLICK LINE; SANDBLASTER
- POTMAN, ROBOTIC SHOTCRETE PLACER, SEGMENT
ERECTOR, TUNNEL MUCK HAULER, STEEL FORM RAISER AND
SETTER; TIMBERMAN, RETIMBERMAN (WOOD OR STEEL OR
SUBSTITUTE MATERIALS THEREFORE); TUGGER (FOR TUNNEL
LABORER WORK); CABLE TENDER; CHUCK TENDER;
POWDERMAN - PRIMER HOUSE (ALAMEDA COUNTY).....$ 45.41 27.72
TUNNEL AND SHAFT LABORERS:, GROUP 2 RODMEN; SHAFT
WORK & RAISE (BELOW ACTUAL OR EXCAVATED GROUND
LEVEL) (ALAMEDA COUNTY).....$ 45.66 27.72
TUNNEL AND SHAFT LABORERS:, GROUP 1 DIAMOND
DRILLER; GROUNDMEN; GUNITE AND SHOTCRETE NOZZLEMEN
(ALAMEDA COUNTY).....$ 45.89 27.72
TUNNEL AND SHAFT LABORERS: SHOTCRETE SPECIALIST
(ALAMEDA COUNTY).....$ 46.41 27.72

LABO0304-004 06/26/2023

	Rates	Fringes
LABORER: GARDENERS, HORTICULTURAL & LANDSCAPE LABORERS - AREA A: (ALAMEDA COUNTY)- (2) Establishment Warranty Period.....	$ 29.94	27.30
LABORER: GARDENERS, HORTICULTURAL & LANDSCAPE LABORERS - AREA A: (ALAMEDA COUNTY)- (1) New Construction.....	$ 36.25	27.30
LABORER, WRECKING - AREA A:: GROUP 1 (ALAMEDA COUNTY).....	$ 36.50	27.30
LABORER, WRECKING - AREA A: GROUP 2 Semi-skilled wrecker (salvaging of other building materials) (ALAMEDA COUNTY) FOOTNOTES: LABORERS WORKING OFF OR WITH OR FROM BOS'N CHAIRS, SWINGING SCAFFOLDS, BELTS SHALL RECEIVE $0.25 PER HOUR ABOVE THE APPLICABLE WAGE RATE. THIS SHALL NOT APPLY TO WORKERS ENTITLED TO RECEIVE THE WAGE RATE SET FORTH IN GROUP 1-A BELOW.....	$ 36.35	27.30
LABORER, GUNITE - AREA A:: GROUP 1 (ALAMEDA COUNTY).	$ 37.46	27.30
LABORER, GUNITE - AREA A: GROUP 4 GUNITE LABORER (ALAMEDA COUNTY) FOOTNOTES: LABORERS WORKING OFF OR WITH OR FROM BOS'N CHAIRS, SWINGING SCAFFOLDS, BELTS SHALL RECEIVE $0.25 PER HOUR ABOVE THE APPLICABLE WAGE RATE. THIS SHALL NOT APPLY TO WORKERS ENTITLED TO RECEIVE THE WAGE RATE SET FORTH IN GROUP 1-A BELOW.....	$ 36.25	27.30
LABORER, GUNITE - AREA A: GROUP 3 REBOUNDMAN (ALAMEDA COUNTY) FOOTNOTES: LABORERS WORKING OFF OR WITH OR FROM BOS'N CHAIRS, SWINGING SCAFFOLDS, BELTS SHALL RECEIVE $0.25 PER HOUR ABOVE THE APPLICABLE WAGE RATE. THIS SHALL NOT APPLY TO WORKERS ENTITLED TO RECEIVE THE WAGE RATE SET FORTH IN GROUP 1-A BELOW.....	$ 36.37	27.30
LABORER, GUNITE - AREA A: GROUP 2 NOZZLEMAN, GUNMAN, POTMAN, GROUNDMAN (ALAMEDA COUNTY) FOOTNOTES: LABORERS WORKING OFF OR WITH OR FROM BOS'N CHAIRS, SWINGING SCAFFOLDS, BELTS SHALL RECEIVE $0.25 PER HOUR ABOVE THE APPLICABLE WAGE RATE. THIS SHALL NOT APPLY TO WORKERS ENTITLED TO RECEIVE THE WAGE RATE SET FORTH IN GROUP 1-A BELOW..	$ 36.96	27.30
LABORER, CONSTRUCTION CRAFT LABORERS - AREA A:: GROUP 1-A JOY DRILL MODEL TWM-2A; GARDNER-DENVER MODEL DH143 AND SIMILAR TYPE DRILLS; TRACK DRILLER; JACK LEG DRILLER; WAGON DRILLER; MECHANICAL DRILLERS, ALL TYPES REGARDLESS OF TYPE OR METHOD OF POWER; MECHANICAL PIPE LAYERS, ALL TYPES REGARDLESS OF TYPE OR METHOD OF POWER; BLASTER AND POWDER; ALL WORK OF LOADING, PLACING AND BLASTING OF ALL POWDER AND EXPLOSIVES OF WHATEVER TYPE REGARDLESS OF METHOD USED FOR SUCH LOADING AND PLACING; HIGH SCALERS (INCLUDING DRILLING OF SAME); TREE TOPPER; BIT GRINDER (ALAMEDA COUNTY) FOOTNOTES: LABORERS WORKING OFF OR WITH OR FROM BOS'N CHAIRS, SWINGING SCAFFOLDS, BELTS SHALL RECEIVE $0.25 PER HOUR ABOVE THE APPLICABLE WAGE RATE. THIS SHALL NOT APPLY TO WORKERS ENTITLED TO RECEIVE THE WAGE RATE SET FORTH IN GROUP 1-A BELOW. SEWER CLEANERS SHALL RECEIVE $4.00 PER DAY ABOVE GROUP 1 WAGE RATES. ""SEWER CLEANER"" MEANS ANY WORKER WHO HANDLES OR COMES IN CONTACT WITH RAW SEWAGE IN SMALL DIAMETER SEWERS. THOSE WHO WORK INSIDE RECENTLY ACTIVE, LARGE DIAMETER SEWERS, AND ALL RECENTLY ACTIVE SEWER MANHOLES SHAL RECEIVE $5.00 PER DAY ABOVE GROUP 1 WAGE RATES. MAINTENANCE AND REPAIR TRACK AND ROAD BEDS. ALL EMPLOYEES PERFORMING WORK COVERED HEREIN SHALL RECEIVE $ .25 PER HOUR ABOVE THEIR REGULAR RATE FOR ALL WORK PERFORMED ON UNDERGROUND STRUCTURES NOT SPECIFICALLY COVERED HEREIN. THIS PARAGRAPH SHALL NOT BE CONSTRUED TO APPLY TO WORK BELOW GROUND LEVEL IN OPEN CUT. IT SHALL APPLY TO CUT AND COVER WORK OF SUBWAY CONSTRUCTION AFTER THE TEMPORARY COVER HAS BEEN PLACED.....	$ 36.72	27.30
LABORER, CONSTRUCTION CRAFT LABORERS - AREA A:: GROUP 1 (ALAMEDA COUNTY).....	$ 36.50	27.30
LABORER, CONSTRUCTION CRAFT LABORERS - AREA A: GROUP 4 FINAL CLEAN-UP WORK OF DEBRIS, GROUNDS AND BUILDING INCLUDING BUT NOT LIMITED TO: STREET CLEANER; CLEANING AND WASHING WINDOWS; BRICK CLEANER (JOBSITE ONLY); MATERIAL CLEANER (JOBSITE ONLY). THE CLASSIFICATION ""MATERIAL CLEANER"" IS TO BE UTILIZED UNDER THE FOLLOWING CONDITIONS: A: AT DEMOLITION SITE FOR THE SALVAGE OF THE MATERIAL. B: AT THE CONCLUSION OF A JOB WHERE THE MATERIAL IS TO BE SALVAGED AND STOCKED TO BE REUSED ON ANOTHER JOB. C: FOR THE CLEANING OF SALVAGE MATERIAL AT THE JOBSITE OR TEMPORARY JOBSITE YARD. THE MATERIAL CLEANER CLASSIFICATION SHOULD NOT BE USED IN THE PERFORMANCE OF ""FORM STRIPPING, CLEANING AND OILING AND MOVING TO THE NEXT POINT OF ERECTION"". (ALAMEDA COUNTY) FOOTNOTES: LABORERS WORKING OFF OR WITH OR FROM BOS'N CHAIRS, SWINGING SCAFFOLDS, BELTS SHALL RECEIVE $0.25 PER HOUR ABOVE THE APPLICABLE WAGE RATE. THIS SHALL NOT APPLY TO WORKERS ENTITLED TO RECEIVE THE WAGE RATE SET FORTH IN GROUP 1-A BELOW. SEWER CLEANERS SHALL RECEIVE $4.00 PER DAY ABOVE GROUP 1 WAGE RATES. ""SEWER CLEANER"" MEANS ANY WORKER WHO HANDLES OR COMES IN CONTACT WITH RAW SEWAGE IN SMALL DIAMETER SEWERS. THOSE WHO WORK INSIDE RECENTLY ACTIVE, LARGE DIAMETER SEWERS, AND ALL RECENTLY ACTIVE SEWER MANHOLES SHAL RECEIVE $5.00 PER DAY ABOVE GROUP 1 WAGE RATES. MAINTENANCE AND REPAIR TRACK AND ROAD BEDS. ALL EMPLOYEES PERFORMING WORK COVERED HEREIN SHALL RECEIVE $ .25 PER HOUR ABOVE THEIR REGULAR RATE FOR ALL WORK PERFORMED ON UNDERGROUND STRUCTURES NOT SPECIFICALLY COVERED HEREIN. THIS PARAGRAPH SHALL NOT BE CONSTRUED TO APPLY TO WORK BELOW GROUND LEVEL IN OPEN CUT. IT SHALL APPLY TO CUT AND COVER WORK OF SUBWAY CONSTRUCTION AFTER THE TEMPORARY		

COVER HAS BEEN PLACED.....$ 29.94 27.30
LABORER, CONSTRUCTION CRAFT LABORERS - AREA A:
GROUP 3 CONSTRUCTION LABORERS, INCLUDING BRIDGE AND
GENERAL LABORER; DUMP, LOAD SPOTTER; FLAG PERSON;
FIRE WATCHER; FENCE ERECTOR; GUARDRAIL ERECTOR;
GARDENER, HORTICULTURAL AND LANDSCAPE LABORER;
JETTING; LIMBER, BRUSH LOADER AND PILER; PAVEMENT
MARKER (BUTTON SETTER); MAINTENANCE, REPAIR TRACK
AND ROAD BEDS; STREETCAR AND RAILROAD CONSTRUCTION
TRACK LABORER; TEMPORARY AIR AND WATER LINES,
VICTAULIC OR SIMILAR; TOOL ROOM ATTENDANT (JOBSITE
ONLY) (ALAMEDA COUNTY) FOOTNOTES: LABORERS
WORKING OFF OR WITH OR FROM BOS'N CHAIRS, SWINGING
SCAFFOLDS, BELTS SHALL RECEIVE $0.25 PER HOUR ABOVE
THE APPLICABLE WAGE RATE. THIS SHALL NOT APPLY TO
WORKERS ENTITLED TO RECEIVE THE WAGE RATE SET FORTH
IN GROUP 1-A BELOW. SEWER CLEANERS SHALL RECEIVE
$4.00 PER DAY ABOVE GROUP 1 WAGE RATES. ""SEWER
CLEANER"" MEANS ANY WORKER WHO HANDLES OR COMES IN
CONTACT WITH RAW SEWAGE IN SMALL DIAMETER SEWERS.
THOSE WHO WORK INSIDE RECENTLY ACTIVE, LARGE
DIAMETER SEWERS, AND ALL RECENTLY ACTIVE SEWER
MANHOLES SHAL RECEIVE $5.00 PER DAY ABOVE GROUP 1
WAGE RATES. MAINTENANCE AND REPAIR TRACK AND
ROAD BEDS. ALL EMPLOYEES PERFORMING WORK COVERED
HEREIN SHALL RECEIVE $ .25 PER HOUR ABOVE THEIR
REGULAR RATE FOR ALL WORK PERFORMED ON UNDERGROUND
STRUCTURES NOT SPECIFICALLY COVERED HEREIN. THIS
PARAGRAPH SHALL NOT BE CONSTRUED TO APPLY TO WORK
BELOW GROUND LEVEL IN OPEN CUT. IT SHALL APPLY TO
CUT AND COVER WORK OF SUBWAY CONSTRUCTION AFTER THE
TEMPORARY COVER HAS BEEN PLACED.....$ 36.25 27.30
LABORER, CONSTRUCTION CRAFT LABORERS - AREA A:
GROUP 2 ASPHALT SHOVELER; CEMENT DUMPER AND
HANDLING DRY CEMENT OR GYPSUM; CHOKE-SETTER AND
RIGGER (CLEARING WORK); CONCRETE BUCKET DUMPER AND
CHUTE; CONCRETE CHIPPING AND GRINDING; CONCRETE
LABORER (WET OR DRY); DRILLER TENDER, CHUCK TENDER,
NIPPER; GUINEA CHASER (STAKE), GROUT CREW; HIGH
PRESSURE NOZZLE, ADDUCTOR; HYDRAULIC MONITOR (OVER
100 LBS. PRESSURE); LOADING AND UNLOADING, CARRYING
AND HAULING OF ALL RODS AND MATERIALS FOR USE IN
REINFORCING CONCRETE CONSTRUCTION; PITTSBURGH
CHIPPER AND SIMILAR TYPE BRUSH SHREDDERS; SLOPER;
SINGLE FOOT, HAND-HELD, PNEUMATIC TAMPER; ALL
PNEUMATIC, AIR, GAS AND ELECTRIC TOOLS NOT LISTED
IN GROUPS 1 THROUGH 1-F; JACKING OF PIPE - UNDER 12
INCHES (ALAMEDA COUNTY) FOOTNOTES: LABORERS
WORKING OFF OR WITH OR FROM BOS'N CHAIRS, SWINGING
SCAFFOLDS, BELTS SHALL RECEIVE $0.25 PER HOUR ABOVE
THE APPLICABLE WAGE RATE. THIS SHALL NOT APPLY TO
WORKERS ENTITLED TO RECEIVE THE WAGE RATE SET FORTH
IN GROUP 1-A BELOW. SEWER CLEANERS SHALL RECEIVE
$4.00 PER DAY ABOVE GROUP 1 WAGE RATES. ""SEWER
CLEANER"" MEANS ANY WORKER WHO HANDLES OR COMES IN
CONTACT WITH RAW SEWAGE IN SMALL DIAMETER SEWERS.
THOSE WHO WORK INSIDE RECENTLY ACTIVE, LARGE
DIAMETER SEWERS, AND ALL RECENTLY ACTIVE SEWER
MANHOLES SHAL RECEIVE $5.00 PER DAY ABOVE GROUP 1
WAGE RATES. MAINTENANCE AND REPAIR TRACK AND
ROAD BEDS. ALL EMPLOYEES PERFORMING WORK COVERED
HEREIN SHALL RECEIVE $ .25 PER HOUR ABOVE THEIR
REGULAR RATE FOR ALL WORK PERFORMED ON UNDERGROUND
STRUCTURES NOT SPECIFICALLY COVERED HEREIN. THIS
PARAGRAPH SHALL NOT BE CONSTRUED TO APPLY TO WORK
BELOW GROUND LEVEL IN OPEN CUT. IT SHALL APPLY TO
CUT AND COVER WORK OF SUBWAY CONSTRUCTION AFTER THE
TEMPORARY COVER HAS BEEN PLACED.....$ 36.35 27.30
LABORER, CONSTRUCTION CRAFT LABORERS - AREA A:
GROUP 1-F WIRE WINDING MACHINE IN CONNECTION WITH
GUNITING OR SHOT CRETE (ALAMEDA COUNTY)
FOOTNOTES: LABORERS WORKING OFF OR WITH OR FROM
BOS'N CHAIRS, SWINGING SCAFFOLDS, BELTS SHALL
RECEIVE $0.25 PER HOUR ABOVE THE APPLICABLE WAGE
RATE. THIS SHALL NOT APPLY TO WORKERS ENTITLED TO
RECEIVE THE WAGE RATE SET FORTH IN GROUP 1-A BELOW.
SEWER CLEANERS SHALL RECEIVE $4.00 PER DAY ABOVE
GROUP 1 WAGE RATES. ""SEWER CLEANER"" MEANS ANY
WORKER WHO HANDLES OR COMES IN CONTACT WITH RAW
SEWAGE IN SMALL DIAMETER SEWERS. THOSE WHO WORK
INSIDE RECENTLY ACTIVE, LARGE DIAMETER SEWERS, AND
ALL RECENTLY ACTIVE SEWER MANHOLES SHAL RECEIVE
$5.00 PER DAY ABOVE GROUP 1 WAGE RATES.
MAINTENANCE AND REPAIR TRACK AND ROAD BEDS. ALL
EMPLOYEES PERFORMING WORK COVERED HEREIN SHALL
RECEIVE $ .25 PER HOUR ABOVE THEIR REGULAR RATE FOR
ALL WORK PERFORMED ON UNDERGROUND STRUCTURES NOT
SPECIFICALLY COVERED HEREIN. THIS PARAGRAPH SHALL
NOT BE CONSTRUED TO APPLY TO WORK BELOW GROUND
LEVEL IN OPEN CUT. IT SHALL APPLY TO CUT AND COVER
WORK OF SUBWAY CONSTRUCTION AFTER THE TEMPORARY
COVER HAS BEEN PLACED.....$ 37.08 27.30
LABORER, CONSTRUCTION CRAFT LABORERS - AREA A:
GROUP 1-E WORK ON AND/OR IN BELL HOLE FOOTINGS AND
SHAFTS THEREOF, AND WORK ON AND IN DEEP FOOTINGS.
(A DEEP FOOTING IS A HOLE 15 FEET OR MORE IN
DEPTH.) IN THE EVENT THE DEPTH OF THE FOOTING IS
UNKNOWN AT THE COMMENCEMENT OF EXCAVATION, AND THE
FINAL DEPTH EXCEEDS 15 FEET, THE DEEP FOOTING WAGE
RATE WOULD APPLY TO ALL EMPLOYEES FOR EACH AND
EVERY DAY WORKED ON OR IN THE EXCAVATION OF THE
FOOTING FROM THE DATE OF INCEPTION. (ALAMEDA
COUNTY) FOOTNOTES: LABORERS WORKING OFF OR WITH
OR FROM BOS'N CHAIRS, SWINGING SCAFFOLDS, BELTS
SHALL RECEIVE $0.25 PER HOUR ABOVE THE APPLICABLE
WAGE RATE. THIS SHALL NOT APPLY TO WORKERS
ENTITLED TO RECEIVE THE WAGE RATE SET FORTH IN
GROUP 1-A BELOW. SEWER CLEANERS SHALL RECEIVE
$4.00 PER DAY ABOVE GROUP 1 WAGE RATES. ""SEWER
CLEANER"" MEANS ANY WORKER WHO HANDLES OR COMES IN
CONTACT WITH RAW SEWAGE IN SMALL DIAMETER SEWERS.
THOSE WHO WORK INSIDE RECENTLY ACTIVE, LARGE
DIAMETER SEWERS, AND ALL RECENTLY ACTIVE SEWER
MANHOLES SHAL RECEIVE $5.00 PER DAY ABOVE GROUP 1
WAGE RATES. MAINTENANCE AND REPAIR TRACK AND
ROAD BEDS. ALL EMPLOYEES PERFORMING WORK COVERED
HEREIN SHALL RECEIVE $ .25 PER HOUR ABOVE THEIR
REGULAR RATE FOR ALL WORK PERFORMED ON UNDERGROUND
STRUCTURES NOT SPECIFICALLY COVERED HEREIN. THIS
PARAGRAPH SHALL NOT BE CONSTRUED TO APPLY TO WORK
BELOW GROUND LEVEL IN OPEN CUT. IT SHALL APPLY TO
CUT AND COVER WORK OF SUBWAY CONSTRUCTION AFTER THE
TEMPORARY COVER HAS BEEN PLACED.....$ 37.05 27.30
LABORER, CONSTRUCTION CRAFT LABORERS - AREA A:
GROUP 1-C BURNING AND WELDING IN CONNECTION WITH
LABORERS' WORK; SYNTHETIC THERMOPLASTICS AND
SIMILAR TYPE WELDING (ALAMEDA COUNTY) FOOTNOTES:
LABORERS WORKING OFF OR WITH OR FROM BOS'N CHAIRS,
SWINGING SCAFFOLDS, BELTS SHALL RECEIVE $0.25 PER
HOUR ABOVE THE APPLICABLE WAGE RATE. THIS SHALL

NOT APPLY TO WORKERS ENTITLED TO RECEIVE THE WAGE
RATE SET FORTH IN GROUP 1-A BELOW. SEWER
CLEANERS SHALL RECEIVE $4.00 PER DAY ABOVE GROUP 1
WAGE RATES. ""SEWER CLEANER"" MEANS ANY WORKER WHO
HANDLES OR COMES IN CONTACT WITH RAW SEWAGE IN
SMALL DIAMETER SEWERS. THOSE WHO WORK INSIDE
RECENTLY ACTIVE, LARGE DIAMETER SEWERS, AND ALL
RECENTLY ACTIVE SEWER MANHOLES SHAL RECEIVE $5.00
PER DAY ABOVE GROUP 1 WAGE RATES. MAINTENANCE
AND REPAIR TRACK AND ROAD BEDS. ALL EMPLOYEES
PERFORMING WORK COVERED HEREIN SHALL RECEIVE $ .25
PER HOUR ABOVE THEIR REGULAR RATE FOR ALL WORK
PERFORMED ON UNDERGROUND STRUCTURES NOT
SPECIFICALLY COVERED HEREIN. THIS PARAGRAPH SHALL
NOT BE CONSTRUED TO APPLY TO WORK BELOW GROUND
LEVEL IN OPEN CUT. IT SHALL APPLY TO CUT AND COVER
WORK OF SUBWAY CONSTRUCTION AFTER THE TEMPORARY
COVER HAS BEEN PLACED.....$ 36.55 27.30
LABORER, CONSTRUCTION CRAFT LABORERS - AREA A:
CONSTRUCTION SPECIALIST GROUP ASPHALT IRONER AND
RAKER; CHAINSAW; LASER BEAM IN CONNECTION WITH
LABORERS' WORK; CAST-IN- PLACE MANHOLE FORM SETTER;
PRESSURE PIPELAYER; DAVIS TRENCHER - 300 OR SIMILAR
TYPE (AND ALL SMALL TRENCHERS); BLASTER; DIAMOND
DRILLER; MULTIPLE UNIT DRILL; HYDRAULIC DRILL
(ALAMEDA COUNTY) FOOTNOTES: LABORERS WORKING
OFF OR WITH OR FROM BOS'N CHAIRS, SWINGING
SCAFFOLDS, BELTS SHALL RECEIVE $0.25 PER HOUR ABOVE
THE APPLICABLE WAGE RATE. THIS SHALL NOT APPLY TO
WORKERS ENTITLED TO RECEIVE THE WAGE RATE SET FORTH
IN GROUP 1-A BELOW. SEWER CLEANERS SHALL
RECEIVE $4.00 PER DAY ABOVE GROUP 1 WAGE RATES.
""SEWER CLEANER"" MEANS ANY WORKER WHO HANDLES OR
COMES IN CONTACT WITH RAW SEWAGE IN SMALL DIAMETER
SEWERS. THOSE WHO WORK INSIDE RECENTLY ACTIVE,
LARGE DIAMETER SEWERS, AND ALL RECENTLY ACTIVE
SEWER MANHOLES SHAL RECEIVE $5.00 PER DAY ABOVE
GROUP 1 WAGE RATES. MAINTENANCE AND REPAIR
TRACK AND ROAD BEDS. ALL EMPLOYEES PERFORMING WORK
COVERED HEREIN SHALL RECEIVE $ .25 PER HOUR ABOVE
THEIR REGULAR RATE FOR ALL WORK PERFORMED ON
UNDERGROUND STRUCTURES NOT SPECIFICALLY COVERED
HEREIN. THIS PARAGRAPH SHALL NOT BE CONSTRUED TO
APPLY TO WORK BELOW GROUND LEVEL IN OPEN CUT. IT
SHALL APPLY TO CUT AND COVER WORK OF SUBWAY
CONSTRUCTION AFTER THE TEMPORARY COVER HAS BEEN
PLACED.....$ 37.20 27.30

LABO0304-005 07/01/2023

	Rates	Fringes
BRICK TENDER (ALAMEDA COUNTY) FOOTNOTES: WORK ON JOBS WHERE HEAT-PROTECTIVE CLOTHING IS REQUIRED: $2.00 PER HOUR ADDITIONAL. WORK AT GRINDERS: $.25 PER HOUR ADDITIONAL. MANHOLE WORK: $2.00 PER DAY ADDITIONAL.....	$ 37.05	27.45

LABO0304-008 07/01/2023

	Rates	Fringes
PLASTERER TENDER (ALAMEDA AND CONTRA COSTA COUNTIES) WORK ON A SWING STAGE SCAFFOLD: $1.00 PER HOUR ADDITIONAL.....	$ 41.93	30.32

LABO0324-002 07/01/2023

	Rates	Fringes
LABORER, TRAFFIC CONTROL/LANE CLOSURE: TRAFFIC CONTROL PERSON II INSTALLATION AND REMOVAL OF TEMPORARY/PERMANENT SIGNS, MARKERS, DELINEATORS AND CRASH CUSHIONS. (CONTRA COSTA COUNTY).....	$ 35.06	27.30
LABORER, TRAFFIC CONTROL/LANE CLOSURE: TRAFFIC CONTROL PERSON I LAYOUT OF TRAFFIC CONTROL, CRASH CUSHIONS, CONSTRUCTION AREA AND ROADSIDE SIGNAGE. (CONTRA COSTA COUNTY).....	$ 37.56	27.30
LABORER, TRAFFIC CONTROL/LANE CLOSURE: ESCORT DRIVER, FLAG PERSON (CONTRA COSTA COUNTY).....	$ 37.26	27.30

LABO0324-006 06/26/2023

	Rates	Fringes
TUNNEL AND SHAFT LABORERS:, GROUP 5 GROUT CREW; REBOUNDMAN; SWAMPER/ BRAKEMAN (CONTRA COSTA COUNTY).	$ 44.42	27.72
TUNNEL AND SHAFT LABORERS:, GROUP 4 VIBRATOR OPERATOR, PAVEMENT BREAKER; BULL GANG - MUCKERS, TRACKMEN; CONCRETE CREW - INCLUDES RODDING AND SPREADING, DUMPMEN (ANY METHOD) (CONTRA COSTA COUNTY).....	$ 44.96	27.72
TUNNEL AND SHAFT LABORERS:, GROUP 3 BIT GRINDER; BLASTER, DRILLER, POWDERMEN, HEADING; CHERRY PICKERMEN - WHERE CAR IS LIFTED; CONCRETE FINISHER IN TUNNEL; CONCRETE SCREEDMAN; GROUT PUMPMAN AND POTMAN; GUNITE & SHOTCRETE GUNMAN & POTMAN; HEADERMEN; HIGH PRESSURE NOZZLEMAN; MINER - TUNNEL, INCLUDING TOP AND BOTTOM MAN ON SHAFT AND RAISE WORK; NIPPER; NOZZLEMAN ON SLICK LINE; SANDBLASTER - POTMAN, ROBOTIC SHOTCRETE PLACER, SEGMENT ERECTOR, TUNNEL MUCK HAULER, STEEL FORM RAISER AND SETTER; TIMBERMAN, RETIMBERMAN (WOOD OR STEEL OR SUBSTITUTE MATERIALS THEREFORE); TUGGER (FOR TUNNEL LABORER WORK); CABLE TENDER; CHUCK TENDER; POWDERMAN - PRIMER HOUSE (CONTRA COSTA COUNTY).....	$ 45.41	27.72
TUNNEL AND SHAFT LABORERS:, GROUP 2 RODMEN; SHAFT WORK & RAISE (BELOW ACTUAL OR EXCAVATED GROUND LEVEL) (CONTRA COSTA COUNTY).....	$ 45.66	27.72
TUNNEL AND SHAFT LABORERS:, GROUP 1 DIAMOND DRILLER; GROUNDMEN; GUNITE AND SHOTCRETE NOZZLEMEN (CONTRA COSTA COUNTY).....	$ 45.89	27.72
TUNNEL AND SHAFT LABORERS: SHOTCRETE SPECIALIST (CONTRA COSTA COUNTY).....	$ 46.41	27.72

LABO0324-012 06/26/2023

	Rates	Fringes
LABORER: GARDENERS, HORTICULURAL & LANDSCAPE LABORERS - AREA A: (CONTRA COSTA COUNTY)- (2) Establishment Warranty Period.....	$ 29.94	27.30
LABORER: GARDENERS, HORTICULURAL & LANDSCAPE LABORERS - AREA A: (CONTRA COSTA COUNTY)- (1) New Construction.....	$ 36.25	27.30
LABORER, WRECKING - AREA A:: GROUP 1 (CONTRA COSTA COUNTY).....	$ 36.50	27.30
LABORER, WRECKING - AREA A: GROUP 2 Semi-skilled wrecker (salvaging of other building materials) (CONTRA COSTA COUNTY) FOOTNOTES: LABORERS WORKING OFF OR WITH OR FROM BOS'N CHAIRS, SWINGING SCAFFOLDS, BELTS SHALL RECEIVE $0.25 PER HOUR ABOVE THE APPLICABLE WAGE RATE. THIS SHALL NOT APPLY TO WORKERS ENTITLED TO RECEIVE THE WAGE RATE SET FORTH IN GROUP 1-A BELOW.....	$ 36.35	27.30

LABORER, GUNITE - AREA A:: GROUP 1 (CONTRA COSTA
COUNTY).....$ 37.46 27.30
LABORER, GUNITE - AREA A: GROUP 4 GUNITE LABORER
(CONTRA COSTA COUNTY) FOOTNOTES: LABORERS
WORKING OFF OR WITH OR FROM BOS'N CHAIRS, SWINGING
SCAFFOLDS, BELTS SHALL RECEIVE $0.25 PER HOUR ABOVE
THE APPLICABLE WAGE RATE. THIS SHALL NOT APPLY TO
WORKERS ENTITLED TO RECEIVE THE WAGE RATE SET FORTH
IN GROUP 1-A BELOW.....$ 36.25 27.30
LABORER, GUNITE - AREA A: GROUP 3REBOUNDMAN
(CONTRA COSTA COUNTY) FOOTNOTES: LABORERS
WORKING OFF OR WITH OR FROM BOS'N CHAIRS, SWINGING
SCAFFOLDS, BELTS SHALL RECEIVE $0.25 PER HOUR ABOVE
THE APPLICABLE WAGE RATE. THIS SHALL NOT APPLY TO
WORKERS ENTITLED TO RECEIVE THE WAGE RATE SET FORTH
IN GROUP 1-A BELOW.....$ 36.37 27.30
LABORER, GUNITE - AREA A: GROUP 2 NOZZLEMAN,
GUNMAN, POTMAN, GROUNDMAN (CONTRA COSTA COUNTY)
FOOTNOTES: LABORERS WORKING OFF OR WITH OR FROM
BOS'N CHAIRS, SWINGING SCAFFOLDS, BELTS SHALL
RECEIVE $0.25 PER HOUR ABOVE THE APPLICABLE WAGE
RATE. THIS SHALL NOT APPLY TO WORKERS ENTITLED TO
RECEIVE THE WAGE RATE SET FORTH IN GROUP 1-A BELOW..$ 36.96 27.30
LABORER, CONSTRUCTION CRAFT LABORERS: GROUP 1-G
Pipelayer (including grade checking in connection
with pipelaying); Caulker; Bander; Pipewrapper;
Conduit layer; Plastic pipe layer; Pressure pipe
tester; No joint pipe and stripping of same,
including repair of voids; Precast manhole setters,
cast in place manhole form setters AREA A:
CONTRA COSTA COUNTY Sewer cleaners shall receive
$4.00 per day above Group 1 wage rates. """"Sewer
cleaner"""" means any worker who handles or comes in
contact with raw sewage in small diameter sewers.
Those who work inside recently active, large
diameter sewers, and all recently active sewer
manholes shal receive $5.00 per day above Group 1
wage rates. Maintenance and repair track and
road beds. All employees performing work covered
herein shall receive $.25 per hour above their
regular rate for all work performed on underground
structures not specifically covered herein. This
paragraph shall not be construed to apply to work
below ground level in open cut. It shall apply to
cut and cover work of subway construction after the
temporary cover has been placed. FOOTNOTES:
LABORERS WORKING OFF OR WITH OR FROM BOS'N CHAIRS,
SWINGING SCAFFOLDS, BELTS SHALL RECEIVE $0.25 PER
HOUR ABOVE THE APPLICABLE WAGE RATE. THIS SHALL
NOT APPLY TO WORKERS ENTITLED TO RECEIVE THE WAGE
RATE SET FORTH IN GROUP 1-A BELOW.....$ 36.70 27.30
LABORER, CONSTRUCTION CRAFT LABORERS - AREA A::
GROUP 1 (CONTRA COSTA COUNTY).....$ 36.50 27.30
LABORER, CONSTRUCTION CRAFT LABORERS - AREA A:
GROUP 4 FINAL CLEAN-UP WORK OF DEBRIS, GROUNDS AND
BUILDING INCLUDING BUT NOT LIMITED TO: STREET
CLEANER; CLEANING AND WASHING WINDOWS; BRICK
CLEANER (JOBSITE ONLY); MATERIAL CLEANER (JOBSITE
ONLY). THE CLASSIFICATION ""MATERIAL CLEANER"" IS TO
BE UTILIZED UNDER THE FOLLOWING CONDITIONS:
A: AT DEMOLITION SITE FOR THE SALVAGE OF THE
MATERIAL. B: AT THE CONCLUSION OF A JOB WHERE
THE MATERIAL IS TO BE SALVAGED AND STOCKED TO BE
REUSED ON ANOTHER JOB. C: FOR THE CLEANING OF
SALVAGE MATERIAL AT THE JOBSITE OR TEMPORARY
JOBSITE YARD. THE MATERIAL CLEANER
CLASSIFICATION SHOULD NOT BE USED IN THE
PERFORMANCE OF ""FORM STRIPPING, CLEANING AND
OILING AND MOVING TO THE NEXT POINT OF ERECTION"".
(CONTRA COSTA COUNTY) FOOTNOTES:
LABORERS WORKING OFF OR WITH OR FROM BOS'N CHAIRS,
SWINGING SCAFFOLDS, BELTS SHALL RECEIVE $0.25 PER
HOUR ABOVE THE APPLICABLE WAGE RATE. THIS SHALL
NOT APPLY TO WORKERS ENTITLED TO RECEIVE THE WAGE
RATE SET FORTH IN GROUP 1-A BELOW. SEWER
CLEANERS SHALL RECEIVE $4.00 PER DAY ABOVE GROUP 1
WAGE RATES. ""SEWER CLEANER"" MEANS ANY WORKER WHO
HANDLES OR COMES IN CONTACT WITH RAW SEWAGE IN
SMALL DIAMETER SEWERS. THOSE WHO WORK INSIDE
RECENTLY ACTIVE, LARGE DIAMETER SEWERS, AND ALL
RECENTLY ACTIVE SEWER MANHOLES SHAL RECEIVE $5.00
PER DAY ABOVE GROUP 1 WAGE RATES. MAINTENANCE
AND REPAIR TRACK AND ROAD BEDS. ALL EMPLOYEES
PERFORMING WORK COVERED HEREIN SHALL RECEIVE $ .25
PER HOUR ABOVE THEIR REGULAR RATE FOR ALL WORK
PERFORMED ON UNDERGROUND STRUCTURES NOT
SPECIFICALLY COVERED HEREIN. THIS PARAGRAPH SHALL
NOT BE CONSTRUED TO APPLY TO WORK BELOW GROUND
LEVEL IN OPEN CUT. IT SHALL APPLY TO CUT AND COVER
WORK OF SUBWAY CONSTRUCTION AFTER THE TEMPORARY
COVER HAS BEEN PLACED.....$ 29.94 27.30
LABORER, CONSTRUCTION CRAFT LABORERS - AREA A:
GROUP 3 CONSTRUCTION LABORERS, INCLUDING BRIDGE AND
GENERAL LABORER; DUMP, LOAD SPOTTER; FLAG PERSON;
FIRE WATCHER; FENCE ERECTOR; GUARDRAIL ERECTOR;
GARDENER, HORTICULTURAL AND LANDSCAPE LABORER;
JETTING; LIMBER, BRUSH LOADER AND PILER; PAVEMENT
MARKER (BUTTON SETTER); MAINTENANCE, REPAIR TRACK
AND ROAD BEDS; STREETCAR AND RAILROAD CONSTRUCTION
TRACK LABORER; TEMPORARY AIR AND WATER LINES,
VICTAULIC OR SIMILAR; TOOL ROOM ATTENDANT (JOBSITE
ONLY) (CONTRA COSTA COUNTY) FOOTNOTES: LABORERS
WORKING OFF OR WITH OR FROM BOS'N CHAIRS, SWINGING
SCAFFOLDS, BELTS SHALL RECEIVE $0.25 PER HOUR ABOVE
THE APPLICABLE WAGE RATE. THIS SHALL NOT APPLY TO
WORKERS ENTITLED TO RECEIVE THE WAGE RATE SET FORTH
IN GROUP 1-A BELOW. SEWER CLEANERS SHALL RECEIVE
$4.00 PER DAY ABOVE GROUP 1 WAGE RATES. ""SEWER
CLEANER"" MEANS ANY WORKER WHO HANDLES OR COMES IN
CONTACT WITH RAW SEWAGE IN SMALL DIAMETER SEWERS.
THOSE WHO WORK INSIDE RECENTLY ACTIVE, LARGE
DIAMETER SEWERS, AND ALL RECENTLY ACTIVE SEWER
MANHOLES SHAL RECEIVE $5.00 PER DAY ABOVE GROUP 1
WAGE RATES. MAINTENANCE AND REPAIR TRACK AND
ROAD BEDS. ALL EMPLOYEES PERFORMING WORK COVERED
HEREIN SHALL RECEIVE $ .25 PER HOUR ABOVE THEIR
REGULAR RATE FOR ALL WORK PERFORMED ON UNDERGROUND
STRUCTURES NOT SPECIFICALLY COVERED HEREIN. THIS
PARAGRAPH SHALL NOT BE CONSTRUED TO APPLY TO WORK
BELOW GROUND LEVEL IN OPEN CUT. IT SHALL APPLY TO
CUT AND COVER WORK OF SUBWAY CONSTRUCTION AFTER THE
TEMPORARY COVER HAS BEEN PLACED.....$ 36.25 27.30
LABORER, CONSTRUCTION CRAFT LABORERS - AREA A:
GROUP 2 ASPHALT SHOVELER; CEMENT DUMPER AND
HANDLING DRY CEMENT OR GYPSUM; CHOKE-SETTER AND
RIGGER (CLEARING WORK); CONCRETE BUCKET DUMPER AND
CHUTE; CONCRETE CHIPPING AND GRINDING; CONCRETE
LABORER (WET OR DRY); DRILLER TENDER, CHUCK TENDER,
NIPPER; GUINEA CHASER (STAKE), GROUT CREW; HIGH
PRESSURE NOZZLE, ADDUCTOR; HYDRAULIC MONITOR (OVER

100 LBS. PRESSURE); LOADING AND UNLOADING, CARRYING
AND HAULING OF ALL RODS AND MATERIALS FOR USE IN
REINFORCING CONCRETE CONSTRUCTION; PITTSBURGH
CHIPPER AND SIMILAR TYPE BRUSH SHREDDERS; SLOPER;
SINGLE FOOT, HAND-HELD, PNEUMATIC TAMPER; ALL
PNEUMATIC, AIR, GAS AND ELECTRIC TOOLS NOT LISTED
IN GROUPS 1 THROUGH 1-F; JACKING OF PIPE - UNDER 12
INCHES (CONTRA COSTA COUNTY) FOOTNOTES: LABORERS
WORKING OFF OR WITH OR FROM BOS'N CHAIRS, SWINGING
SCAFFOLDS, BELTS SHALL RECEIVE $0.25 PER HOUR ABOVE
THE APPLICABLE WAGE RATE. THIS SHALL NOT APPLY TO
WORKERS ENTITLED TO RECEIVE THE WAGE RATE SET FORTH
IN GROUP 1-A BELOW. SEWER CLEANERS SHALL RECEIVE
$4.00 PER DAY ABOVE GROUP 1 WAGE RATES. ""SEWER
CLEANER"" MEANS ANY WORKER WHO HANDLES OR COMES IN
CONTACT WITH RAW SEWAGE IN SMALL DIAMETER SEWERS.
THOSE WHO WORK INSIDE RECENTLY ACTIVE, LARGE
DIAMETER SEWERS, AND ALL RECENTLY ACTIVE SEWER
MANHOLES SHAL RECEIVE $5.00 PER DAY ABOVE GROUP 1
WAGE RATES. MAINTENANCE AND REPAIR TRACK AND
ROAD BEDS. ALL EMPLOYEES PERFORMING WORK COVERED
HEREIN SHALL RECEIVE $ .25 PER HOUR ABOVE THEIR
REGULAR RATE FOR ALL WORK PERFORMED ON UNDERGROUND
STRUCTURES NOT SPECIFICALLY COVERED HEREIN. THIS
PARAGRAPH SHALL NOT BE CONSTRUED TO APPLY TO WORK
BELOW GROUND LEVEL IN OPEN CUT. IT SHALL APPLY TO
CUT AND COVER WORK OF SUBWAY CONSTRUCTION AFTER THE
TEMPORARY COVER HAS BEEN PLACED.....$ 36.35 27.30
LABORER, CONSTRUCTION CRAFT LABORERS - AREA A:
GROUP 1-F WIRE WINDING MACHINE IN CONNECTION WITH
GUNITING OR SHOT CRETE (CONTRA COSTA COUNTY)
FOOTNOTES: LABORERS WORKING OFF OR WITH OR FROM
BOS'N CHAIRS, SWINGING SCAFFOLDS, BELTS SHALL
RECEIVE $0.25 PER HOUR ABOVE THE APPLICABLE WAGE
RATE. THIS SHALL NOT APPLY TO WORKERS ENTITLED TO
RECEIVE THE WAGE RATE SET FORTH IN GROUP 1-A BELOW.
SEWER CLEANERS SHALL RECEIVE $4.00 PER DAY ABOVE
GROUP 1 WAGE RATES. ""SEWER CLEANER"" MEANS ANY
WORKER WHO HANDLES OR COMES IN CONTACT WITH RAW
SEWAGE IN SMALL DIAMETER SEWERS. THOSE WHO WORK
INSIDE RECENTLY ACTIVE, LARGE DIAMETER SEWERS, AND
ALL RECENTLY ACTIVE SEWER MANHOLES SHAL RECEIVE
$5.00 PER DAY ABOVE GROUP 1 WAGE RATES.
MAINTENANCE AND REPAIR TRACK AND ROAD BEDS. ALL
EMPLOYEES PERFORMING WORK COVERED HEREIN SHALL
RECEIVE $ .25 PER HOUR ABOVE THEIR REGULAR RATE FOR
ALL WORK PERFORMED ON UNDERGROUND STRUCTURES NOT
SPECIFICALLY COVERED HEREIN. THIS PARAGRAPH SHALL
NOT BE CONSTRUED TO APPLY TO WORK BELOW GROUND
LEVEL IN OPEN CUT. IT SHALL APPLY TO CUT AND COVER
WORK OF SUBWAY CONSTRUCTION AFTER THE TEMPORARY
COVER HAS BEEN PLACED.....$ 37.08 27.30
LABORER, CONSTRUCTION CRAFT LABORERS - AREA A:
GROUP 1-E WORK ON AND/OR IN BELL HOLE FOOTINGS AND
SHAFTS THEREOF, AND WORK ON AND IN DEEP FOOTINGS.
(A DEEP FOOTING IS A HOLE 15 FEET OR MORE IN
DEPTH.) IN THE EVENT THE DEPTH OF THE FOOTING IS
UNKNOWN AT THE COMMENCEMENT OF EXCAVATION, AND THE
FINAL DEPTH EXCEEDS 15 FEET, THE DEEP FOOTING WAGE
RATE WOULD APPLY TO ALL EMPLOYEES FOR EACH AND
EVERY DAY WORKED ON OR IN THE EXCAVATION OF THE
FOOTING FROM THE DATE OF INCEPTION. (CONTRA COSTA
COUNTY) FOOTNOTES: LABORERS WORKING OFF OR WITH
OR FROM BOS'N CHAIRS, SWINGING SCAFFOLDS, BELTS
SHALL RECEIVE $0.25 PER HOUR ABOVE THE APPLICABLE
WAGE RATE. THIS SHALL NOT APPLY TO WORKERS
ENTITLED TO RECEIVE THE WAGE RATE SET FORTH IN
GROUP 1-A BELOW. SEWER CLEANERS SHALL RECEIVE
$4.00 PER DAY ABOVE GROUP 1 WAGE RATES. ""SEWER
CLEANER"" MEANS ANY WORKER WHO HANDLES OR COMES IN
CONTACT WITH RAW SEWAGE IN SMALL DIAMETER SEWERS.
THOSE WHO WORK INSIDE RECENTLY ACTIVE, LARGE
DIAMETER SEWERS, AND ALL RECENTLY ACTIVE SEWER
MANHOLES SHAL RECEIVE $5.00 PER DAY ABOVE GROUP 1
WAGE RATES. MAINTENANCE AND REPAIR TRACK AND
ROAD BEDS. ALL EMPLOYEES PERFORMING WORK COVERED
HEREIN SHALL RECEIVE $ .25 PER HOUR ABOVE THEIR
REGULAR RATE FOR ALL WORK PERFORMED ON UNDERGROUND
STRUCTURES NOT SPECIFICALLY COVERED HEREIN. THIS
PARAGRAPH SHALL NOT BE CONSTRUED TO APPLY TO WORK
BELOW GROUND LEVEL IN OPEN CUT. IT SHALL APPLY TO
CUT AND COVER WORK OF SUBWAY CONSTRUCTION AFTER THE
TEMPORARY COVER HAS BEEN PLACED.....$ 37.05 27.30
LABORER, CONSTRUCTION CRAFT LABORERS - AREA A:
GROUP 1-C BURNING AND WELDING IN CONNECTION WITH
LABORERS' WORK; SYNTHETIC THERMOPLASTICS AND
SIMILAR TYPE WELDING (CONTRA COSTA COUNTY)
FOOTNOTES: LABORERS WORKING OFF OR WITH OR FROM
BOS'N CHAIRS, SWINGING SCAFFOLDS, BELTS SHALL
RECEIVE $0.25 PER HOUR ABOVE THE APPLICABLE WAGE
RATE. THIS SHALL NOT APPLY TO WORKERS ENTITLED TO
RECEIVE THE WAGE RATE SET FORTH IN GROUP 1-A BELOW.
SEWER CLEANERS SHALL RECEIVE $4.00 PER DAY ABOVE
GROUP 1 WAGE RATES. ""SEWER CLEANER"" MEANS ANY
WORKER WHO HANDLES OR COMES IN CONTACT WITH RAW
SEWAGE IN SMALL DIAMETER SEWERS. THOSE WHO WORK
INSIDE RECENTLY ACTIVE, LARGE DIAMETER SEWERS, AND
ALL RECENTLY ACTIVE SEWER MANHOLES SHAL RECEIVE
$5.00 PER DAY ABOVE GROUP 1 WAGE RATES.
MAINTENANCE AND REPAIR TRACK AND ROAD BEDS. ALL
EMPLOYEES PERFORMING WORK COVERED HEREIN SHALL
RECEIVE $ .25 PER HOUR ABOVE THEIR REGULAR RATE FOR
ALL WORK PERFORMED ON UNDERGROUND STRUCTURES NOT
SPECIFICALLY COVERED HEREIN. THIS PARAGRAPH SHALL
NOT BE CONSTRUED TO APPLY TO WORK BELOW GROUND
LEVEL IN OPEN CUT. IT SHALL APPLY TO CUT AND COVER
WORK OF SUBWAY CONSTRUCTION AFTER THE TEMPORARY
COVER HAS BEEN PLACED.....$ 36.55 27.30
LABORER, CONSTRUCTION CRAFT LABORERS - AREA A:
GROUP 1-A JOY DRILL MODEL TWM-2A; GARDNER-DENVER
MODEL DH143 AND SIMILAR TYPE DRILLS; TRACK DRILLER;
JACK LEG DRILLER; WAGON DRILLER; MECHANICAL
DRILLERS, ALL TYPES REGARDLESS OF TYPE OR METHOD OF
POWER; MECHANICAL PIPE LAYERS, ALL TYPES REGARDLESS
OF TYPE OR METHOD OF POWER; BLASTER AND POWDER; ALL
WORK OF LOADING, PLACING AND BLASTING OF ALL POWDER
AND EXPLOSIVES OF WHATEVER TYPE REGARDLESS OF
METHOD USED FOR SUCH LOADING AND PLACING; HIGH
SCALERS (INCLUDING DRILLING OF SAME); TREE TOPPER;
BIT GRINDER (CONTRA COSTA COUNTY) FOOTNOTES:
LABORERS WORKING OFF OR WITH OR FROM BOS'N CHAIRS,
SWINGING SCAFFOLDS, BELTS SHALL RECEIVE $0.25 PER
HOUR ABOVE THE APPLICABLE WAGE RATE. THIS SHALL
NOT APPLY TO WORKERS ENTITLED TO RECEIVE THE WAGE
RATE SET FORTH IN GROUP 1-A BELOW. SEWER
CLEANERS SHALL RECEIVE $4.00 PER DAY ABOVE GROUP 1
WAGE RATES. ""SEWER CLEANER"" MEANS ANY WORKER WHO
HANDLES OR COMES IN CONTACT WITH RAW SEWAGE IN
SMALL DIAMETER SEWERS. THOSE WHO WORK INSIDE
RECENTLY ACTIVE, LARGE DIAMETER SEWERS, AND ALL

RECENTLY ACTIVE SEWER MANHOLES SHAL RECEIVE $5.00
PER DAY ABOVE GROUP 1 WAGE RATES. MAINTENANCE
AND REPAIR TRACK AND ROAD BEDS. ALL EMPLOYEES
PERFORMING WORK COVERED HEREIN SHALL RECEIVE $ .25
PER HOUR ABOVE THEIR REGULAR RATE FOR ALL WORK
PERFORMED ON UNDERGROUND STRUCTURES NOT
SPECIFICALLY COVERED HEREIN. THIS PARAGRAPH SHALL
NOT BE CONSTRUED TO APPLY TO WORK BELOW GROUND
LEVEL IN OPEN CUT. IT SHALL APPLY TO CUT AND COVER
WORK OF SUBWAY CONSTRUCTION AFTER THE TEMPORARY
COVER HAS BEEN PLACED.....$ 36.72 27.30
LABORER, CONSTRUCTION CRAFT LABORERS - AREA A:
CONSTRUCTION SPECIALIST GROUP ASPHALT IRONER AND
RAKER; CHAINSAW; LASER BEAM IN CONNECTION WITH
LABORERS' WORK; CAST-IN- PLACE MANHOLE FORM SETTER;
PRESSURE PIPELAYER; DAVIS TRENCHER - 300 OR SIMILAR
TYPE (AND ALL SMALL TRENCHERS); BLASTER; DIAMOND
DRILLER; MULTIPLE UNIT DRILL; HYDRAULIC DRILL
(CONTRA COSTA COUNTY) FOOTNOTES: LABORERS
WORKING OFF OR WITH OR FROM BOS'N CHAIRS, SWINGING
SCAFFOLDS, BELTS SHALL RECEIVE $0.25 PER HOUR ABOVE
THE APPLICABLE WAGE RATE. THIS SHALL NOT APPLY TO
WORKERS ENTITLED TO RECEIVE THE WAGE RATE SET FORTH
IN GROUP 1-A BELOW FEWER CLEANERS SHALL RECEIVE
$4.00 PER DAY ABOVE GROUP 1 WAGE RATES. ""SEWER
CLEANER"" MEANS ANY WORKER WHO HANDLES OR COMES IN
CONTACT WITH RAW SEWAGE IN SMALL DIAMETER SEWERS.
THOSE WHO WORK INSIDE RECENTLY ACTIVE, LARGE
DIAMETER SEWERS, AND ALL RECENTLY ACTIVE SEWER
MANHOLES SHAL RECEIVE $5.00 PER DAY ABOVE GROUP 1
WAGE RATES. MAINTENANCE AND REPAIR TRACK AND
ROAD BEDS. ALL EMPLOYEES PERFORMING WORK COVERED
HEREIN SHALL RECEIVE $ .25 PER HOUR ABOVE THEIR
REGULAR RATE FOR ALL WORK PERFORMED ON UNDERGROUND
STRUCTURES NOT SPECIFICALLY COVERED HEREIN. THIS
PARAGRAPH SHALL NOT BE CONSTRUED TO APPLY TO WORK
BELOW GROUND LEVEL IN OPEN CUT. IT SHALL APPLY TO
CUT AND COVER WORK OF SUBWAY CONSTRUCTION AFTER THE
TEMPORARY COVER HAS BEEN PLACED.....$ 37.20 27.30

LABO0324-014 07/01/2023

	Rates	Fringes
BRICK TENDER (CONTRA COSTA COUNTY) FOOTNOTES: WORK ON JOBS WHERE HEAT-PROTECTIVE CLOTHING IS REQUIRED: $2.00 PER HOUR ADDITIONAL. WORK AT GRINDERS: $.25 PER HOUR ADDITIONAL. MANHOLE WORK: $2.00 PER DAY ADDITIONAL.....	$ 37.05	27.45

LABO1130-002 07/01/2023

	Rates	Fringes
LABORER, TRAFFIC CONTROL/LANE CLOSURE: TRAFFIC CONTROL PERSON II INSTALLATION AND REMOVAL OF TEMPORARY/PERMANENT SIGNS, MARKERS, DELINEATORS AND CRASH CUSHIONS. (MARIPOSA, MERCED, STANISLAUS, AND TUOLUMNE COUNTIES).....	$ 34.06	27.30
LABORER, TRAFFIC CONTROL/LANE CLOSURE: TRAFFIC CONTROL PERSON I LAYOUT OF TRAFFIC CONTROL, CRASH CUSHIONS, CONSTRUCTION AREA AND ROADSIDE SIGNAGE. (MARIPOSA, MERCED, STANISLAUS, AND TUOLUMNE COUNTIES).....	$ 36.56	27.30
LABORER, TRAFFIC CONTROL/LANE CLOSURE: ESCORT DRIVER, FLAG PERSON (MARIPOSA, MERCED, STANISLAUS, AND TUOLUMNE COUNTIES).....	$ 36.26	27.30

LABO1130-003 06/26/2023

	Rates	Fringes
TUNNEL AND SHAFT LABORERS: SHOTCRETE SPECIALIST (MARIPOSA, MERCED, STANISLAUS, AND TUOLUMNE COUNTIES).....	$ 46.41	27.72
TUNNEL AND SHAFT LABORERS: GROUP 5 GROUT CREW; REBOUNDMAN; SWAMPER/ BRAKEMAN (MARIPOSA, MERCED, STANISLAUS, AND TUOLUMNE COUNTIES).....	$ 44.42	27.72
TUNNEL AND SHAFT LABORERS: GROUP 4 VIBRATOR OPERATOR, PAVEMENT BREAKER; BULL GANG - MUCKERS, TRACKMEN; CONCRETE CREW - INCLUDES RODDING AND SPREADING, DUMPMEN (ANY METHOD) (MARIPOSA, MERCED, STANISLAUS, AND TUOLUMNE COUNTIES).....	$ 44.96	27.72
TUNNEL AND SHAFT LABORERS: GROUP 3 BIT GRINDER; BLASTER, DRILLER, POWDERMEN, HEADING; CHERRY PICKERMEN - WHERE CAR IS LIFTED; CONCRETE FINISHER IN TUNNEL; CONCRETE SCREEDMAN; GROUT PUMPMAN AND POTMAN; GUNITE & SHOTCRETE GUNMAN & POTMAN; HEADERMEN; HIGH PRESSURE NOZZLEMAN; MINER - TUNNEL, INCLUDING TOP AND BOTTOM MAN ON SHAFT AND RAISE WORK; NIPPER; NOZZLEMAN ON SLICK LINE; SANDBLASTER - POTMAN, ROBOTIC SHOTCRETE PLACER, SEGMENT ERECTOR, TUNNEL MUCK HAULER, STEEL FORM RAISER AND SETTER; TIMBERMAN, RETIMBERMAN (WOOD OR STEEL OR SUBSTITUTE MATERIALS THEREFORE); TUGGER (FOR TUNNEL LABORER WORK); CABLE TENDER; CHUCK TENDER; POWDERMAN - PRIMER HOUSE (MARIPOSA, MERCED, STANISLAUS, AND TUOLUMNE COUNTIES).....	$ 45.41	27.72
TUNNEL AND SHAFT LABORERS: GROUP 2 RODMEN; SHAFT WORK & RAISE (BELOW ACTUAL OR EXCAVATED GROUND LEVEL) (MARIPOSA, MERCED, STANISLAUS, AND TUOLUMNE COUNTIES).....	$ 45.66	27.72
TUNNEL AND SHAFT LABORERS: GROUP 1 DIAMOND DRILLER; GROUNDMEN; GUNITE AND SHOTCRETE NOZZLEMEN (MARIPOSA, MERCED, STANISLAUS, AND TUOLUMNE COUNTIES).....	$ 45.89	27.72

LABO1130-005 07/01/2023

	Rates	Fringes
LABORER: MASON TENDER-BRICK (MARIPOSA, MERCED, STANISLAUS AND TUOLUMNE COUNTIES).....	$ 36.29	25.55

LABO1130-007 06/26/2023

	Rates	Fringes
LABORER: GARDENERS, HORTICULTURAL & LANDSCAPE LABORERS - AREA B: (MARIPOSA, MERCED, STANISLAUS, AND TUOLUMNE , COUNTIES)- (2) Establishment Warranty Period.....	$ 28.94	27.30
LABORER: GARDENERS, HORTICULTURAL & LANDSCAPE LABORERS - AREA B: (MARIPOSA, MERCED, STANISLAUS, AND TUOLUMNE , COUNTIES)- (1) New Construction.....	$ 35.25	27.30
LABORER, WRECKING - AREA B: GROUP 2 SEMI-SKILLED WRECKER (SALVAGING OF OTHER BUILDING MATERIALS) (MARIPOSA, MERCED, STANISLAUS, AND TUOLUMNE , COUNTIES) FOOTNOTES: LABORERS WORKING OFF OR WITH OR FROM BOS'N CHAIRS, SWINGING SCAFFOLDS, BELTS SHALL RECEIVE $0.25 PER HOUR ABOVE THE APPLICABLE WAGE RATE. THIS SHALL NOT APPLY TO WORKERS ENTITLED TO RECEIVE THE WAGE RATE SET FORTH IN GROUP 1-A BELOW.....	$ 35.35	27.30
LABORER, WRECKING - AREA B: GROUP 1- SKILLED		

WRECKER (REMOVING AND SALVAGING OF SASH, WINDOWS
AND MATERIALS) FOOTNOTES: LABORERS WORKING OFF OR
WITH OR FROM BOS'N CHAIRS, SWINGING SCAFFOLDS,
BELTS SHALL RECEIVE $0.25 PER HOUR ABOVE THE
APPLICABLE WAGE RATE. THIS SHALL NOT APPLY TO
WORKERS ENTITLED TO RECEIVE THE WAGE RATE SET FORTH
IN GROUP 1-A BELOW. MARIPOSA, MERCED,
STANISLAUS, AND TUOLUMNE , COUNTIES.....$ 35.50 27.30
LABORER, GUNITE - AREA B: GROUP 4 Gunite laborer
(MARIPOSA, MERCED, STANISLAUS, AND TUOLUMNE ,
COUNTIES) FOOTNOTES: LABORERS WORKING OFF OR
WITH OR FROM BOS'N CHAIRS, SWINGING SCAFFOLDS,
BELTS SHALL RECEIVE $0.25 PER HOUR ABOVE THE
APPLICABLE WAGE RATE. THIS SHALL NOT APPLY TO
WORKERS ENTITLED TO RECEIVE THE WAGE RATE SET FORTH
IN GROUP 1-A BELOW.....$ 35.25 27.30
LABORER, GUNITE - AREA B: GROUP 3 REBOUNDMAN
(MARIPOSA, MERCED, STANISLAUS, AND TUOLUMNE ,
COUNTIES) FOOTNOTES: LABORERS WORKING OFF OR
WITH OR FROM BOS'N CHAIRS, SWINGING SCAFFOLDS,
BELTS SHALL RECEIVE $0.25 PER HOUR ABOVE THE
APPLICABLE WAGE RATE. THIS SHALL NOT APPLY TO
WORKERS ENTITLED TO RECEIVE THE WAGE RATE SET FORTH
IN GROUP 1-A BELOW.....$ 35.37 27.30
LABORER, GUNITE - AREA B: GROUP 2 NOZZLEMAN,
GUNMAN, POTMAN, GROUNDMAN (MARIPOSA, MERCED,
STANISLAUS, AND TUOLUMNE , COUNTIES) FOOTNOTES:
LABORERS WORKING OFF OR WITH OR FROM BOS'N CHAIRS,
SWINGING SCAFFOLDS, BELTS SHALL RECEIVE $0.25 PER
HOUR ABOVE THE APPLICABLE WAGE RATE. THIS SHALL
NOT APPLY TO WORKERS ENTITLED TO RECEIVE THE WAGE
RATE SET FORTH IN GROUP 1-A BELOW.....$ 35.96 27.30
LABORER, GUNITE - AREA B: GROUP 1- GROUP 1:
STRUCTURAL NOZZLEMAN FOOTNOTES: LABORERS WORKING
OFF OR WITH OR FROM BOS'N CHAIRS, SWINGING
SCAFFOLDS, BELTS SHALL RECEIVE $0.25 PER HOUR ABOVE
THE APPLICABLE WAGE RATE. THIS SHALL NOT APPLY TO
WORKERS ENTITLED TO RECEIVE THE WAGE RATE SET FORTH
IN GROUP 1-A BELOW. MARIPOSA, MERCED, STANISLAUS,
AND TUOLUMNE , COUNTIES.....$ 36.46 27.30
LABORER, CONSTRUCTION CRAFT LABORERS - AREA B:
GROUP 4 FINAL CLEAN-UP WORK OF DEBRIS, GROUNDS AND
BUILDING INCLUDING BUT NOT LIMITED TO: STREET
CLEANER; CLEANING AND WASHING WINDOWS; BRICK
CLEANER (JOBSITE ONLY); MATERIAL CLEANER (JOBSITE
ONLY). THE CLASSIFICATION ""MATERIAL CLEANER"" IS TO
BE UTILIZED UNDER THE FOLLOWING CONDITIONS:
A: AT DEMOLITION SITE FOR THE SALVAGE OF THE
MATERIAL. B: AT THE CONCLUSION OF A JOB WHERE
THE MATERIAL IS TO BE SALVAGED AND STOCKED TO BE
REUSED ON ANOTHER JOB. C: FOR THE CLEANING OF
SALVAGE MATERIAL AT THE JOBSITE OR TEMPORARY
JOBSITE YARD. THE MATERIAL CLEANER
CLASSIFICATION SHOULD NOT BE USED IN THE
PERFORMANCE OF ""FORM STRIPPING, CLEANING AND
OILING AND MOVING TO THE NEXT POINT OF ERECTION"".
(MARIPOSA, MERCED, STANISLAUS, AND
TUOLUMNE , COUNTIES) FOOTNOTES: LABORERS WORKING
OFF OR WITH OR FROM BOS'N CHAIRS, SWINGING
SCAFFOLDS, BELTS SHALL RECEIVE $0.25 PER HOUR ABOVE
THE APPLICABLE WAGE RATE. THIS SHALL NOT APPLY TO
WORKERS ENTITLED TO RECEIVE THE WAGE RATE SET FORTH
IN GROUP 1-A BELOW. SEWER CLEANERS SHALL RECEIVE
$4.00 PER DAY ABOVE GROUP 1 WAGE RATES. ""SEWER
CLEANER"" MEANS ANY WORKER WHO HANDLES OR COMES IN
CONTACT WITH RAW SEWAGE IN SMALL DIAMETER SEWERS.
THOSE WHO WORK INSIDE RECENTLY ACTIVE, LARGE
DIAMETER SEWERS, AND ALL RECENTLY ACTIVE SEWER
MANHOLES SHAL RECEIVE $5.00 PER DAY ABOVE GROUP 1
WAGE RATES. MAINTENANCE AND REPAIR TRACK AND
ROAD BEDS. ALL EMPLOYEES PERFORMING WORK COVERED
HEREIN SHALL RECEIVE $ .25 PER HOUR ABOVE THEIR
REGULAR RATE FOR ALL WORK PERFORMED ON UNDERGROUND
STRUCTURES NOT SPECIFICALLY COVERED HEREIN. THIS
PARAGRAPH SHALL NOT BE CONSTRUED TO APPLY TO WORK
BELOW GROUND LEVEL IN OPEN CUT. IT SHALL APPLY TO
CUT AND COVER WORK OF SUBWAY CONSTRUCTION AFTER THE
TEMPORARY COVER HAS BEEN PLACED.....$ 28.94 27.30
LABORER, CONSTRUCTION CRAFT LABORERS - AREA B:
GROUP 3 CONSTRUCTION LABORERS, INCLUDING BRIDGE AND
GENERAL LABORER; DUMP, LOAD SPOTTER; FLAG PERSON;
FIRE WATCHER; FENCE ERECTOR; GUARDRAIL ERECTOR;
GARDENER, HORTICULTURAL AND LANDSCAPE LABORER;
JETTING; LIMBER, BRUSH LOADER AND PILER; PAVEMENT
MARKER (BUTTON SETTER); MAINTENANCE, REPAIR TRACK
AND ROAD BEDS; STREETCAR AND RAILROAD CONSTRUCTION
TRACK LABORER; TEMPORARY AIR AND WATER LINES,
VICTAULIC OR SIMILAR; TOOL ROOM ATTENDANT (JOBSITE
ONLY) (MARIPOSA, MERCED, STANISLAUS, AND TUOLUMNE
, COUNTIES) FOOTNOTES: LABORERS WORKING OFF OR
WITH OR FROM BOS'N CHAIRS, SWINGING SCAFFOLDS,
BELTS SHALL RECEIVE $0.25 PER HOUR ABOVE THE
APPLICABLE WAGE RATE. THIS SHALL NOT APPLY TO
WORKERS ENTITLED TO RECEIVE THE WAGE RATE SET FORTH
IN GROUP 1-A BELOW. SEWER CLEANERS SHALL RECEIVE
$4.00 PER DAY ABOVE GROUP 1 WAGE RATES. ""SEWER
CLEANER"" MEANS ANY WORKER WHO HANDLES OR COMES IN
CONTACT WITH RAW SEWAGE IN SMALL DIAMETER SEWERS.
THOSE WHO WORK INSIDE RECENTLY ACTIVE, LARGE
DIAMETER SEWERS, AND ALL RECENTLY ACTIVE SEWER
MANHOLES SHAL RECEIVE $5.00 PER DAY ABOVE GROUP 1
WAGE RATES. MAINTENANCE AND REPAIR TRACK AND
ROAD BEDS. ALL EMPLOYEES PERFORMING WORK COVERED
HEREIN SHALL RECEIVE $ .25 PER HOUR ABOVE THEIR
REGULAR RATE FOR ALL WORK PERFORMED ON UNDERGROUND
STRUCTURES NOT SPECIFICALLY COVERED HEREIN. THIS
PARAGRAPH SHALL NOT BE CONSTRUED TO APPLY TO WORK
BELOW GROUND LEVEL IN OPEN CUT. IT SHALL APPLY TO
CUT AND COVER WORK OF SUBWAY CONSTRUCTION AFTER THE
TEMPORARY COVER HAS BEEN PLACED.....$ 35.25 27.30
LABORER, CONSTRUCTION CRAFT LABORERS - AREA B:
GROUP 2 (ASPHALT SHOVELER; CEMENT DUMPER AND
HANDLING DRY CEMENT OR GYPSUM; CHOKE-SETTER AND
RIGGER (CLEARING WORK); CONCRETE BUCKET DUMPER AND
CHUTE; CONCRETE CHIPPING AND GRINDING; CONCRETE
LABORER (WET OR DRY); DRILLER TENDER, CHUCK TENDER,
NIPPER; GUINEA CHASER (STAKE), GROUT CREW; HIGH
PRESSURE NOZZLE, ADDUCTOR; HYDRAULIC MONITOR (OVER
100 LBS. PRESSURE); LOADING AND UNLOADING, CARRYING
AND HAULING OF ALL RODS AND MATERIALS FOR USE IN
REINFORCING CONCRETE CONSTRUCTION; PITTSBURGH
CHIPPER AND SIMILAR TYPE BRUSH SHREDDERS; SLOPER;
SINGLE FOOT, HAND-HELD, PNEUMATIC TAMPER; ALL
PNEUMATIC, AIR, GAS AND ELECTRIC TOOLS NOT LISTED
IN GROUPS 1 THROUGH 1-F; JACKING OF PIPE - UNDER 12
INCHES MARIPOSA, MERCED, STANISLAUS, AND TUOLUMNE
, COUNTIES) FOOTNOTES: LABORERS WORKING OFF OR
WITH OR FROM BOS'N CHAIRS, SWINGING SCAFFOLDS,
BELTS SHALL RECEIVE $0.25 PER HOUR ABOVE THE
APPLICABLE WAGE RATE. THIS SHALL NOT APPLY TO

WORKERS ENTITLED TO RECEIVE THE WAGE RATE SET FORTH
IN GROUP 1-A BELOW. SEWER CLEANERS SHALL RECEIVE
$4.00 PER DAY ABOVE GROUP 1 WAGE RATES. ""SEWER
CLEANER"" MEANS ANY WORKER WHO HANDLES OR COMES IN
CONTACT WITH RAW SEWAGE IN SMALL DIAMETER SEWERS.
THOSE WHO WORK INSIDE RECENTLY ACTIVE, LARGE
DIAMETER SEWERS, AND ALL RECENTLY ACTIVE SEWER
MANHOLES SHAL RECEIVE $5.00 PER DAY ABOVE GROUP 1
WAGE RATES. MAINTENANCE AND REPAIR TRACK AND
ROAD BEDS. ALL EMPLOYEES PERFORMING WORK COVERED
HEREIN SHALL RECEIVE $ .25 PER HOUR ABOVE THEIR
REGULAR RATE FOR ALL WORK PERFORMED ON UNDERGROUND
STRUCTURES NOT SPECIFICALLY COVERED HEREIN. THIS
PARAGRAPH SHALL NOT BE CONSTRUED TO APPLY TO WORK
BELOW GROUND LEVEL IN OPEN CUT. IT SHALL APPLY TO
CUT AND COVER WORK OF SUBWAY CONSTRUCTION AFTER THE
TEMPORARY COVER HAS BEEN PLACED.....$ 35.35 27.30
LABORER, CONSTRUCTION CRAFT LABORERS - AREA B:
GROUP 1-F WIRE WINDING MACHINE IN CONNECTION WITH
GUNITING OR SHOT CRETE (MARIPOSA, MERCED,
STANISLAUS, AND TUOLUMNE , COUNTIES) FOOTNOTES:
LABORERS WORKING OFF OR WITH OR FROM BOS'N CHAIRS,
SWINGING SCAFFOLDS, BELTS SHALL RECEIVE $0.25 PER
HOUR ABOVE THE APPLICABLE WAGE RATE. THIS SHALL
NOT APPLY TO WORKERS ENTITLED TO RECEIVE THE WAGE
RATE SET FORTH IN GROUP 1-A BELOW. SEWER CLEANERS
SHALL RECEIVE $4.00 PER DAY ABOVE GROUP 1 WAGE
RATES. ""SEWER CLEANER"" MEANS ANY WORKER WHO
HANDLES OR COMES IN CONTACT WITH RAW SEWAGE IN
SMALL DIAMETER SEWERS. THOSE WHO WORK INSIDE
RECENTLY ACTIVE, LARGE DIAMETER SEWERS, AND ALL
RECENTLY ACTIVE SEWER MANHOLES SHAL RECEIVE $5.00
PER DAY ABOVE GROUP 1 WAGE RATES. MAINTENANCE
AND REPAIR TRACK AND ROAD BEDS. ALL EMPLOYEES
PERFORMING WORK COVERED HEREIN SHALL RECEIVE $ .25
PER HOUR ABOVE THEIR REGULAR RATE FOR ALL WORK
PERFORMED ON UNDERGROUND STRUCTURES NOT
SPECIFICALLY COVERED HEREIN. THIS PARAGRAPH SHALL
NOT BE CONSTRUED TO APPLY TO WORK BELOW GROUND
LEVEL IN OPEN CUT. IT SHALL APPLY TO CUT AND COVER
WORK OF SUBWAY CONSTRUCTION AFTER THE TEMPORARY
COVER HAS BEEN PLACED.....$ 36.08 27.30
LABORER, CONSTRUCTION CRAFT LABORERS - AREA B:
GROUP 1-E WORK ON AND/OR IN BELL HOLE FOOTINGS AND
SHAFTS THEREOF, AND WORK ON AND IN DEEP FOOTINGS.
(A DEEP FOOTING IS A HOLE 15 FEET OR MORE IN
DEPTH.) IN THE EVENT THE DEPTH OF THE FOOTING IS
UNKNOWN AT THE COMMENCEMENT OF EXCAVATION, AND THE
FINAL DEPTH EXCEEDS 15 FEET, THE DEEP FOOTING WAGE
RATE WOULD APPLY TO ALL EMPLOYEES FOR EACH AND
EVERY DAY WORKED ON OR IN THE EXCAVATION OF THE
FOOTING FROM THE DATE OF INCEPTION. (MARIPOSA,
MERCED, STANISLAUS, AND TUOLUMNE , COUNTIES)
FOOTNOTES: LABORERS WORKING OFF OR WITH OR FROM
BOS'N CHAIRS, SWINGING SCAFFOLDS, BELTS SHALL
RECEIVE $0.25 PER HOUR ABOVE THE APPLICABLE WAGE
RATE. THIS SHALL NOT APPLY TO WORKERS ENTITLED TO
RECEIVE THE WAGE RATE SET FORTH IN GROUP 1-A BELOW.
 SEWER CLEANERS SHALL RECEIVE $4.00 PER DAY ABOVE
GROUP 1 WAGE RATES. ""SEWER CLEANER"" MEANS ANY
WORKER WHO HANDLES OR COMES IN CONTACT WITH RAW
SEWAGE IN SMALL DIAMETER SEWERS. THOSE WHO WORK
INSIDE RECENTLY ACTIVE, LARGE DIAMETER SEWERS, AND
ALL RECENTLY ACTIVE SEWER MANHOLES SHAL RECEIVE
$5.00 PER DAY ABOVE GROUP 1 WAGE RATES.
MAINTENANCE AND REPAIR TRACK AND ROAD BEDS. ALL
EMPLOYEES PERFORMING WORK COVERED HEREIN SHALL
RECEIVE $ .25 PER HOUR ABOVE THEIR REGULAR RATE FOR
ALL WORK PERFORMED ON UNDERGROUND STRUCTURES NOT
SPECIFICALLY COVERED HEREIN. THIS PARAGRAPH SHALL
NOT BE CONSTRUED TO APPLY TO WORK BELOW GROUND
LEVEL IN OPEN CUT. IT SHALL APPLY TO CUT AND COVER
WORK OF SUBWAY CONSTRUCTION AFTER THE TEMPORARY
COVER HAS BEEN PLACED.....$ 36.05 27.30
LABORER, CONSTRUCTION CRAFT LABORERS - AREA B:
GROUP 1-C BURNING AND WELDING IN CONNECTION WITH
LABORERS' WORK; SYNTHETIC THERMOPLASTICS AND
SIMILAR TYPE WELDING (MARIPOSA, MERCED,
STANISLAUS, AND TUOLUMNE , COUNTIES) FOOTNOTES:
LABORERS WORKING OFF OR WITH OR FROM BOS'N CHAIRS,
SWINGING SCAFFOLDS, BELTS SHALL RECEIVE $0.25 PER
HOUR ABOVE THE APPLICABLE WAGE RATE. THIS SHALL
NOT APPLY TO WORKERS ENTITLED TO RECEIVE THE WAGE
RATE SET FORTH IN GROUP 1-A BELOW. SEWER CLEANERS
SHALL RECEIVE $4.00 PER DAY ABOVE GROUP 1 WAGE
RATES. ""SEWER CLEANER"" MEANS ANY WORKER WHO
HANDLES OR COMES IN CONTACT WITH RAW SEWAGE IN
SMALL DIAMETER SEWERS. THOSE WHO WORK INSIDE
RECENTLY ACTIVE, LARGE DIAMETER SEWERS, AND ALL
RECENTLY ACTIVE SEWER MANHOLES SHAL RECEIVE $5.00
PER DAY ABOVE GROUP 1 WAGE RATES. MAINTENANCE
AND REPAIR TRACK AND ROAD BEDS. ALL EMPLOYEES
PERFORMING WORK COVERED HEREIN SHALL RECEIVE $ .25
PER HOUR ABOVE THEIR REGULAR RATE FOR ALL WORK
PERFORMED ON UNDERGROUND STRUCTURES NOT
SPECIFICALLY COVERED HEREIN. THIS PARAGRAPH SHALL
NOT BE CONSTRUED TO APPLY TO WORK BELOW GROUND
LEVEL IN OPEN CUT. IT SHALL APPLY TO CUT AND COVER
WORK OF SUBWAY CONSTRUCTION AFTER THE TEMPORARY
COVER HAS BEEN PLACED.....$ 35.55 27.30
LABORER, CONSTRUCTION CRAFT LABORERS - AREA B:
GROUP 1-A JOY DRILL MODEL TWM-2A; GARDNER-DENVER
MODEL DH143 AND SIMILAR TYPE DRILLS; TRACK DRILLER;
JACK LEG DRILLER; WAGON DRILLER; MECHANICAL
DRILLERS, ALL TYPES REGARDLESS OF TYPE OR METHOD OF
POWER; MECHANICAL PIPE LAYERS, ALL TYPES REGARDLESS
OF TYPE OR METHOD OF POWER; BLASTER AND POWDER; ALL
WORK OF LOADING, PLACING AND BLASTING OF ALL POWDER
AND EXPLOSIVES OF WHATEVER TYPE REGARDLESS OF
METHOD USED FOR SUCH LOADING AND PLACING; HIGH
SCALERS (INCLUDING DRILLING OF SAME); TREE TOPPER;
BIT GRINDER (MARIPOSA, MERCED, STANISLAUS, AND
TUOLUMNE , COUNTIES) FOOTNOTES: LABORERS WORKING
OFF OR WITH OR FROM BOS'N CHAIRS, SWINGING
SCAFFOLDS, BELTS SHALL RECEIVE $0.25 PER HOUR ABOVE
THE APPLICABLE WAGE RATE. THIS SHALL NOT APPLY TO
WORKERS ENTITLED TO RECEIVE THE WAGE RATE SET FORTH
IN GROUP 1-A BELOW. SEWER CLEANERS SHALL RECEIVE
$4.00 PER DAY ABOVE GROUP 1 WAGE RATES. ""SEWER
CLEANER"" MEANS ANY WORKER WHO HANDLES OR COMES IN
CONTACT WITH RAW SEWAGE IN SMALL DIAMETER SEWERS.
THOSE WHO WORK INSIDE RECENTLY ACTIVE, LARGE
DIAMETER SEWERS, AND ALL RECENTLY ACTIVE SEWER
MANHOLES SHAL RECEIVE $5.00 PER DAY ABOVE GROUP 1
WAGE RATES. MAINTENANCE AND REPAIR TRACK AND
ROAD BEDS. ALL EMPLOYEES PERFORMING WORK COVERED
HEREIN SHALL RECEIVE $ .25 PER HOUR ABOVE THEIR
REGULAR RATE FOR ALL WORK PERFORMED ON UNDERGROUND
STRUCTURES NOT SPECIFICALLY COVERED HEREIN. THIS
PARAGRAPH SHALL NOT BE CONSTRUED TO APPLY TO WORK

BELOW GROUND LEVEL IN OPEN CUT. IT SHALL APPLY TO
CUT AND COVER WORK OF SUBWAY CONSTRUCTION AFTER THE
TEMPORARY COVER HAS BEEN PLACED.....$ 35.72 27.30
LABORER, CONSTRUCTION CRAFT LABORERS - AREA B:
GROUP 1- ASPHALT SPREADER BOXES (ALL TYPES);
BARKO, WACKER AND SIMILAR TYPE TAMPERS;
BUGGYMOBILE; CAULKER, BANDER, PIPEWRAPPER, CONDUIT
LAYER, PLASTIC PIPELAYER; CERTIFIED HAZARDOUS WASTE
WORKER INCLUDING LEADE ABATEMENT; COMPACTORS OF ALL
TYPES; CONCRETE AND MAGNESITE MIXER, 1/2 YD. AND
UNDER; CONCRETE PAN WORK; CONCRETE SANDER; CONCRETE
SAW; CRIBBER AND/OR SHORING; CUT GRANITE CURB
SETTER; DRI-PAK-IT MACHINE; FALLER, LOGLOADER AND
BUCKER; FORM RAISER, SLIP FORMS; GREEN CUTTER;
HEADERBOARD, HUBSETTER, ALIGNER, BY ANY METHOD;
HIGH PRESSURE BLOW PIPE (1-1/2"" OR OVER, 100 LBS.
PRESSURE/OVER); HYDRO SEEDER AND SIMILAR TYPE;
JACKHAMMER OPERATOR; JACKING OF PIPE OVER 12
INCHES; JACKSON AND SIMILAR TYPE COMPACTOR; KETTLE
TENDER, POT AND WORKER APPLYING ASPHALT, LAY-KOLD,
CREOSOTE, LIME, CAUSTIC AND SIMILAR TYPE MATERIALS
(APPLYING MEANS APPLYING, DIPPING OR HANDLING OF
SUCH MATERIALS); LAGGING, SHEETING, WHALING,
BRACING, TRENCHJACKING, LAGGING HAMMER; MAGNESITE,
EPOXYRESIN, FIBERGLASS, MASTIC WORKER (WET OR DRY);
NO JOINT PIPE AND STRIPPING OF SAME, INCLUDING
REPAIR OF VOIDS; PAVEMENT BREAKER AND SPADER,
INCLUDING TOOL GRINDER; PERMA CURB; PIPELAYER
(INCLUDING GRADE CHECKING IN CONNECTION WITH
PIPELAYING); PRECAST-MANHOLE SETTER; PRESSURE PIPE
TESTER; POST HOLE DIGGER, AIR, GAS AND ELECTRIC;
POWER BROOM SWEEPER; POWER TAMPERS OF ALL TYPES
(EXCEPT AS SHOWN IN GROUP 2); RAM SET GUN AND STUD
GUN; RIPRAP STONEPAVER AND ROCK-SLINGER, INCLUDING
PLACING OF SACKED CONCRETE AND/OR SAND (WET OR DRY)
AND GABIONS AND SIMILAR TYPE; ROTARY SCARIFIER OR
MULTIPLE HEAD CONCRETE CHIPPING SCARIFIER; ROTO AND
DITCH WITCH; ROTOTILLER; SANDBLASTER, POT, GUN,
NOZZLE OPERATORS; SIGNALLING AND RIGGING; TANK
CLEANER; TREE CLIMBER; TURBO BLASTER; VIBRASCREED,
BULL FLOAT IN CONNECTION WITH LABORERS' WORK;
VIBRATOR; HAZARDOUS WASTE WORKER (LEAD REMOVAL);
ASBESTOS AND MOLD REMOVAL WORKER (MARIPOSA,
MERCED, STANISLAUS, AND TUOLUMNE , COUNTIES)
FOOTNOTES: LABORERS WORKING OFF OR WITH OR FROM
BOS'N CHAIRS, SWINGING SCAFFOLDS, BELTS SHALL
RECEIVE $0.25 PER HOUR ABOVE THE APPLICABLE WAGE
RATE. THIS SHALL NOT APPLY TO WORKERS ENTITLED TO
RECEIVE THE WAGE RATE SET FORTH IN GROUP 1-A BELOW.
SEWER CLEANERS SHALL RECEIVE $4.00 PER DAY ABOVE
GROUP 1 WAGE RATES. ""SEWER CLEANER"" MEANS ANY
WORKER WHO HANDLES OR COMES IN CONTACT WITH RAW
SEWAGE IN SMALL DIAMETER SEWERS. THOSE WHO WORK
INSIDE RECENTLY ACTIVE, LARGE DIAMETER SEWERS, AND
ALL RECENTLY ACTIVE SEWER MANHOLES SHAL RECEIVE
$5.00 PER DAY ABOVE GROUP 1 WAGE RATES.
MAINTENANCE AND REPAIR TRACK AND ROAD BEDS. ALL
EMPLOYEES PERFORMING WORK COVERED HEREIN SHALL
RECEIVE $ .25 PER HOUR ABOVE THEIR REGULAR RATE FOR
ALL WORK PERFORMED ON UNDERGROUND STRUCTURES NOT
SPECIFICALLY COVERED HEREIN. THIS PARAGRAPH SHALL
NOT BE CONSTRUED TO APPLY TO WORK BELOW GROUND
LEVEL IN OPEN CUT. IT SHALL APPLY TO CUT AND COVER
WORK OF SUBWAY CONSTRUCTION AFTER THE TEMPORARY
COVER HAS BEEN PLACED. MARIPOSA,
MERCED, STANISLAUS, AND TUOLUMNE , COUNTIES.....$ 35.50 27.30
LABORER, CONSTRUCTION CRAFT LABORERS - AREA B:
CONSTRUCTION SPECIALIST GROUP ASPHALT IRONER AND
RAKER; CHAINSAW; LASER BEAM IN CONNECTION WITH
LABORERS' WORK; CAST-IN- PLACE MANHOLE FORM SETTER;
PRESSURE PIPELAYER; DAVIS TRENCHER - 300 OR SIMILAR
TYPE (AND ALL SMALL TRENCHERS); BLASTER; DIAMOND
DRILLER; MULTIPLE UNIT DRILL; HYDRAULIC DRILL
MARIPOSA, MERCED, STANISLAUS, AND TUOLUMNE ,
COUNTIES FOOTNOTES: LABORERS WORKING OFF OR
WITH OR FROM BOS'N CHAIRS, SWINGING SCAFFOLDS,
BELTS SHALL RECEIVE $0.25 PER HOUR ABOVE THE
APPLICABLE WAGE RATE. THIS SHALL NOT APPLY TO
WORKERS ENTITLED TO RECEIVE THE WAGE RATE SET FORTH
IN GROUP 1-A BELOW. SEWER
CLEANERS SHALL RECEIVE $4.00 PER DAY ABOVE GROUP 1
WAGE RATES. ""SEWER CLEANER"" MEANS ANY WORKER WHO
HANDLES OR COMES IN CONTACT WITH RAW SEWAGE IN
SMALL DIAMETER SEWERS. THOSE WHO WORK INSIDE
RECENTLY ACTIVE, LARGE DIAMETER SEWERS, AND ALL
RECENTLY ACTIVE SEWER MANHOLES SHAL RECEIVE $5.00
PER DAY ABOVE GROUP 1 WAGE RATES. MAINTENANCE
AND REPAIR TRACK AND ROAD BEDS. ALL EMPLOYEES
PERFORMING WORK COVERED HEREIN SHALL RECEIVE $ .25
PER HOUR ABOVE THEIR REGULAR RATE FOR ALL WORK
PERFORMED ON UNDERGROUND STRUCTURES NOT
SPECIFICALLY COVERED HEREIN. THIS PARAGRAPH SHALL
NOT BE CONSTRUED TO APPLY TO WORK BELOW GROUND
LEVEL IN OPEN CUT. IT SHALL APPLY TO CUT AND COVER
WORK OF SUBWAY CONSTRUCTION AFTER THE TEMPORARY
COVER HAS BEEN PLACED.....$ 36.20 27.30

LABO1130-009 07/01/2023

	Rates	Fringes
LABORER, PLASTER TENDER (MARIPOSA, MERCED, STANISLAUS, AND TUOLUMNE COUNTIES) WORK ON A SWING STAGE SCAFFOLD: $1.00 PER HOUR ADDITIONAL.....	$ 39.77	28.54

PAIN0016-001 01/01/2025

	Rates	Fringes
PAINTERS: ALAMEDA, CONTRA COSTA, MONTEREY, SAN BENITO, SAN MATEO, SANTA CLARA, AND SANTA CRUZ COUNTIES) PREMIUMS: EXOTIC MATERIALS - $1.25 ADDITIONAL PER HOUR. SPRAY WORK: - $0.50 ADDITIONAL PER HOUR. INDUSTRIAL PAINTING - $0.25 ADDITIONAL PER HOUR [WORK ON INDUSTRIAL BUILDINGS USED FOR THE MANUFACTURE AND PROCESSING OF GOODS FOR SALE OR SERVICE; STEEL CONSTRUCTION (BRIDGES), STACKS, TOWERS, TANKS, AND SIMILAR STRUCTURES] HIGH WORK: OVER 50 FEET - $2.00 PER HOUR ADDITIONAL 100 TO 180 FEET - $4.00 PER HOUR ADDITIONAL OVER 180 FEET - $6.00 PER HOUIR ADDITIONAL.....	$ 53.38	28.04

PAIN0016-003 01/01/2025

	Rates	Fringes
DRYWALL FINISHER/TAPER: (AREA 2).....	$ 59.63	31.29
DRYWALL FINISHER/TAPER: (AREA 1).....	$ 63.76	32.69

PAIN0016-012 01/01/2024

	Rates	Fringes

SOFT FLOOR LAYER ALAMEDA, CONTRA COSTA, MARIPOSA,
MERCED, MONTEREY, SAN BENITO, SAN FRANCISCO, SAN
MATEO, SANTA CLARA AND SANTA CRUZ COUNTIES.....$ 59.00 33.03

PAIN0016-015 01/01/2025

	Rates	Fringes
PAINTER: BRUSH (CALAVERAS, MARIPOSA, MERCED, SAN JOAQUIN, STANISLAUS & TUOLUMNE COUNTIES) FOOTNOTES: SPRAY/SANDBLAST: $0.50 ADDITIONAL PER HOUR. EXOTIC MATERIALS: $1.25 ADDITIONAL PER HOUR. HIGH TIME: OVER 50 FT ABOVE GROUND OR WATER LEVEL $2.00 ADDITIONAL PER HOUR. 100 TO 180 FT ABOVE GROUND OR WATER LEVEL $4.00 ADDITIONAL PER HOUR. OVER 180 FT ABOVE GROUND OR WATER LEVEL $6.00 ADDITIONAL PER HOUR.....	$ 43.45	22.80

PAIN0016-022 01/01/2025

	Rates	Fringes
PAINTER (SAN FRANCISCO COUNTY).....	$ 57.00	28.04

PAIN0169-001 01/01/2023

	Rates	Fringes
GLAZIER (FRESNO, KINGS, MADERA, MARIPOSA AND MERCED COUNTIES).....	$ 44.33	28.88

PAIN0169-005 01/01/2024

	Rates	Fringes
GLAZIER (ALAMEDA CONTRA COSTA, MONTEREY, SAN BENITO, SAN FRANCISCO, SAN MATEO, SANTA CLARA & SANTA CRUZ COUNTIES).....	$ 56.22	34.00

PAIN0294-004 07/01/2023

	Rates	Fringes
PAINTER: DRYWALL FINISHER/TAPER (FRESNO, KINGS AND MADERA COUNTIES) FOOTNOTE: SPRAY PAINTERS & PAPERHANGERS RECIVE $1.00 ADDITIONAL PER HOUR. PAINTERS DOING DRYWALL PATCHING RECEIVE $1.25 ADDITIONAL PER HOUR. LEAD ABATERS & SANDBLASTERS RECEIVE $1.50 ADDITIONAL PER HOUR. HIGH TIME - OVER 30 FEET (DOES NOT INCLUDE WORK FROM A LIFT) $0.75 PER HOUR ADDITIONAL.....	$ 35.74	21.80
PAINTER: BRUSH, ROLLER (FRESNO, KINGS AND MADERA COUNTIES) FOOTNOTE: SPRAY PAINTERS & PAPERHANGERS RECIVE $1.00 ADDITIONAL PER HOUR. PAINTERS DOING DRYWALL PATCHING RECEIVE $1.25 ADDITIONAL PER HOUR. LEAD ABATERS & SANDBLASTERS RECEIVE $1.50 ADDITIONAL PER HOUR. HIGH TIME - OVER 30 FEET (DOES NOT INCLUDE WORK FROM A LIFT) $0.75 PER HOUR ADDITIONAL.....	$ 34.49	21.80

PAIN0294-005 01/01/2023

	Rates	Fringes
SOFT FLOOR LAYER (FRESNO, KINGS & MADERA).....	$ 38.53	23.19

PAIN0767-001 01/01/2024

	Rates	Fringes
GLAZIER (CALAVERAS, SAN JOAQUIN, STANISLAUS AND TUOLUMNE COUNTIES) PAID HOLIDAYS: NEW YEAR'S DAY, MARTIN LUTHER KING, JR. DAY, PRESIDENT'S DAY, MEMORIAL DAY, INDEPENDENCE DAY, LABOR DAY, VETERAN'S DAY, THANKSGIVING DAY, AND CHRISTMAS DAY. EMPLOYEE REQUIRED TO WEAR A BODY HARNESS SHALL RECEIVE $1.50 PER HOUR ABOVE THE BASIC HOURLY RATE AT ANY ELEVATION.....	$ 43.25	35.62

PAIN1176-001 07/01/2022

	Rates	Fringes
PARKING LOT STRIPING/HIGHWAY MARKING: HIGHWAY IMPROVEMENT: GROUP 3 PROTECTIVE COATING, PAVEMENT SEALING.....	$ 35.11	17.62
PARKING LOT STRIPING/HIGHWAY MARKING: HIGHWAY IMPROVEMENT: GROUP 1 STRIPER: LAYOUT AND APPLICATION OF PAINTED TRAFFIC STRIPES AND MARKING; HOT THERMO PLASTIC; TAPE, TRAFFIC STRIPES AND MARKINGS.....	$ 40.83	17.62
PARKING LOT STRIPING/HIGHWAY MARKING: HIGHWAY IMPROVEMEMT: GROUP 2 GAMECOURT & PLAYGROUND INSTALLER.....	$ 34.71	17.62

PAIN1237-003 01/01/2024

	Rates	Fringes
SOFT FLOOR LAYER (CALAVERAS; SAN JOAQUIN COUNTIES; STANISLAUS AND TUOLUMNE COUNTIES).....	$ 48.54	26.59

PLAS0066-002 07/01/2019

	Rates	Fringes
PLASTERER (ALAMEDA, CONTRA COSTA, SAN MATEO AND SAN FRANCISCO COUNTIES).....	$ 42.41	30.73

PLAS0300-001 07/01/2018

	Rates	Fringes
PLASTERER (AREA 337: MONTEREY COUNTY).....	$ 32.88	31.68
PLASTERER (AREA 295: CALAVERAS & SAN JOAQUIN COUNTIES).....	$ 32.70	31.68
PLASTERER (AREA 224: SAN BENITO, SANTA CLARA, SANTA CRUZ).....	$ 32.88	31.68
PLASTERER (AREA 188: FRESNO).....	$ 32.70	31.68
PLASTERER (AREA 429: MARIPOSA, MERCED, STANISLAUS, TUOLUMNE COUNTIES).....	$ 32.70	31.68

PLAS0300-005 07/01/2016

	Rates	Fringes
CEMENT MASON/CONCRETE FINISHER.....	$ 32.15	23.27

PLUM0038-001 07/01/2023

	Rates	Fringes
PLUMBER, PLUMBER, STEAMFITTER, REFRIGERATION FITTER (SAN FRANCISCO COUNTY).....	$ 85.50	48.98

PLUM0038-005 07/01/2025

	Rates	Fringes
LANDSCAPE/IRRIGATION FITTER: UNDERGROUND/UTILITY FITTER (SAN FRANCISCO COUNTY).....	$ 77.35	36.53

PLUM0062-001 01/01/2026

	Rates	Fringes
PLUMBER & STEAMFITTER (MONTEREY AND SANTA CRUZ COUNTIES)	$ 57.75	43.60

PLUM0159-001 07/01/2025

	Rates	Fringes
PLUMBER AND STEAMFITTER: (2) ALL OTHER WORK (CONTRA COSTA COUNTY)	$ 68.57	49.04
PLUMBER AND STEAMFITTER: (1) REFRIGERATION (CONTRA COSTA COUNTY)	$ 67.68	49.04

PLUM0246-001 01/01/2026

	Rates	Fringes
PLUMBER & STEAMFITTER (FRESNO, KINGS & MADERA COUNTIES)	$ 54.50	42.54

PLUM0246-004 01/01/2017

	Rates	Fringes
PLUMBER: PIPE TRADESMAN PIPE TRADESMAN SCOPE OF WORK: INSTALLATION OF CORRUGATED METAL PIPING FOR DRAINAGE, AS WELL AS INSTALLATION OF CORRUGATED METAL PIPING FOR CULVERTS IN CONNECTION WITH STORM SEWERS AND DRAINS; GROUTING, DRY PACKING AND DIAPERING OF JOINTS, HOLES OR CHASES INCLUDING PAVING OVER JOINTS, IN PIPING; TEMPORARY PIPING FOR DIRT WORK FOR BUILDING SITE PREPARATION; OPERATING JACK HAMMERS, PAVEMENT BREAKERS, CHIPPING GUNS, CONCRETE SAWS AND SPADES TO CUT HOLES, CHASES AND CHANNELS FOR PIPING SYSTEMS; DIGGING, GRADING, BACKFILLING AND GROUND PREPARATION FOR ALL TYPES OF PIPE TO ALL POINTS OF THE JOBSITE; GROUND PREPARATION INCLUDING GROUND LEVELING, LAYOUT AND PLANTING OF SHRUBBERY, TREES AND GROUND COVER, INCLUDING WATERING, MOWING, EDGING, PRUNING AND FERTILIZING, THE BREAKING OF CONCRETE, DIGGING, BACKFILLING AND TAMPING FOR THE PREPARATION AND COMPLETION OF ALL WORK IN CONNECTION WITH LAWN SPRINKLER AND LANDSCAPING; LOADING, UNLOADING AND DISTRIBUTING MATERIALS AT JOBSITE; PUTTING AWAY MATERIALS IN STORAGE BINS IN JOBSITE SECURE STORAGE AREA; DEMOLITION OF PIPING AND FIXTURES FOR REMODELING AND ADDITIONS; SETTING UP AND TEARING DOWN WORK BENCHES, LADDERS AND JOB SHACKS; CLEAN-UP AND SWEEPING OF JOBSITE; PIPE WRAPPING AND WATERPROOFING WHERE TAR OR SIMILAR MATERIAL IS APPLIED FOR PROTECTION OF BURIED PIPING; FLAGMAN	$ 13.00	10.74

PLUM0342-001 07/01/2025

	Rates	Fringes
PLUMBER, PIPEFITTER, STEAMFITTER (ALAMEDA & CONTRA COSTA COUNTIES)	$ 80.50	50.45
PIPEFITTER: CONTRA COSTA COUNTY (ALAMEDA & CONTRA COSTA COUNTIES)	$ 80.50	50.45

PLUM0355-004 07/01/2025

	Rates	Fringes
UNDERGROUND UTILITY WORKER: /LANDSCAPE FITTER ALAMEDA, CALAVERAS, CONTRA COSTA, FRESNO, KINGS, MADERA, MARIPOSA, MERCED, MONTEREY, SAN BENITO, SAN JOAQUIN, SAN MATEO, SANTA CLARA, SANTA CRUZ, STANISLAUS, AND TUOLUMNE COUNTIES	$ 36.01	18.50

PLUM0393-001 07/01/2021

	Rates	Fringes
PLUMBER/PIPEFITTER (SAN BENITO AND SANTA CLARA COUNTIES)	$ 68.76	46.63

PLUM0442-001 01/01/2026

	Rates	Fringes
PLUMBER & STEAMFITTER (CALAVERAS, MARIPOSA, MERCED, SAN JOAQUIN, STANISLAUS & TUOLUMNE COUNTIES)	$ 58.45	38.74

PLUM0467-001 07/01/2025

	Rates	Fringes
PLUMBER/PIPEFITTER/STEAMFITTER (SAN MATEO COUNTY)	$ 87.75	41.44

ROOF0027-002 09/01/2024

	Rates	Fringes
ROOFER (FRESNO, KINGS, AND MADERA COUNTIES)	$ 45.76	16.86

ROOF0040-002 08/01/2024

	Rates	Fringes
ROOFER (SAN FRANCISCO & SAN MATEO COUNTIES)	$ 55.30	22.97

ROOF0081-001 08/01/2024

	Rates	Fringes
ROOFER (ALAMEDA AND CONTRA COSTA COUNTIES)	$ 54.94	23.34

ROOF0081-004 08/01/2024

	Rates	Fringes
ROOFER (CALAVERAS, MARIPOSA, MERCED, SAN JOAQUIN, STANISLAUS AND TUOLUMNE COUNTIES)	$ 49.65	22.19

ROOF0095-002 08/01/2023

	Rates	Fringes
ROOFER: KETTLE PERSON (2 KETTLES) (MONTEREY, SAN BENITO, SANTA CLARA, AND SANTA CRUZ COUNTIES:)	$ 55.17	21.51
ROOFER: JOURNEYMAN (MONTEREY, SAN BENITO, SANTA CLARA, AND SANTA CRUZ COUNTIES)	$ 53.17	21.51
ROOFER: BITUMASTIC, ENAMELER, COAL TAR, PITCH AND MASTIC WORKER (MONTEREY, SAN BENITO, SANTA CLARA, AND SANTA CRUZ COUNTIES)	$ 57.17	21.51

SFCA0483-001 01/01/2026

	Rates	Fringes
SPRINKLER FITTER: FIRE (ALAMEDA, CONTRA COSTA, SAN FRANCISCO, SAN MATEO AND SANTA CLARA COUNTIES)	$ 81.54	41.35

SFCA0669-011 01/01/2026

	Rates	Fringes
SPRINKLER FITTER CALAVERAS, FRESNO, KINGS, MADERA, MARIPOSA, MERCED, MONTEREY, SAN BENITO, SAN JOAQUIN, SANTA CRUZ, STANISLAUS AND TUOLUMNE COUNTIES:	$ 49.69	29.72

SHEE0104-001 07/01/2025

	Rates	Fringes
SHEET METAL WORKER: (AREA 2).....	$ 64.23	39.65

SHEE0104-003 07/01/2021

	Rates	Fringes
SHEET METAL WORKER (CALAVERAS AND SAN JOAQUIN COUNTIES).....	$ 44.34	39.22

SHEE0104-005 07/01/2021

	Rates	Fringes
SHEET METAL WORKER: EXCLUDING METAL DECK AND SIDING (MARIPOSA, MERCED, STANISLAUS AND TUOLUMNE COUNTIES).....	$ 41.28	45.41

SHEE0104-007 07/01/2021

	Rates	Fringes
SHEET METAL WORKER (FRESNO, KINGS, AND MADERA COUNTIES).....	$ 44.07	40.79

SHEE0104-015 07/01/2024

	Rates	Fringes
SHEET METAL WORKER: METAL DECKING AND SIDING ONLY ALAMEDA, CONTRA COSTA, MONTEREY, SAN BENITO, SAN FRANCISCO, SAN MATEO, SANTA CLARA AND SANTA CRUZ COUNTIES:.....	$ 56.23	37.52

SHEE0104-018 07/01/2024

	Rates	Fringes
SHEET METAL WORKER: METAL DECKING AND SIDING ONLY CALAVERAS, FRESNO, KINGS, MADERA, MARIPOSA, MERCED, SAN JOAQUIN, STANISLAUS AND TUOLUMNE COUNTIES:.....	$ 56.23	37.52

TEAM0094-001 07/01/2025

	Rates	Fringes
TRUCK DRIVERS: GROUP 5: DUMP TRUCKS, 65 YDS. AND OVER; HOLLAND HAULER; LOW BED HEAVY DUTY TRANSPORT OVER 7 AXLES FOOTNOTES: ARTICULATED DUMP TRUCK; BULK CEMENT SPREADER (WITH OR WITHOUT AUGER); DUMPCRETE TRUCK; SKID TRUCK (DEBRIS BOX); DRY PRE-BATCH CONCRETE MIX TRUCKS; DUMPSTER OR SIMILAR TYPE; SLURRY TRUCK: USE DUMP TRUCK YARDAGE RATE. HEATER PLANER; ASPHALT BURNER; SCARIFIER BURNER; INDUSTRIAL LIFT TRUCK (MECHANICAL TAILGATE); UTILITY AND CLEAN-UP TRUCK: USE APPROPRIATE RATE FOR THE POWER UNIT OR THE EQUIPMENT UTILIZED. TRUCK DRIVER CLASSIFICATIONS.....	$ 44.56	34.28
TRUCK DRIVERS: GROUP 4: DUMP TRUCKS, OVER 25 YDS. AND UNDER 65 YDS.; WATER PULLS - DW 10'S, 20'S, 21'S AND OTHER SIMILAR EQUIPMENT WHEN PULLING AQUA/PAK OR WATER TANK TRAILERS; HELICOPTER PILOTS (WHEN TRANSPORTING MEN AND MATERIALS); LOWBEDK HEAVY DUTY TRANSPORT UP TO INCLUDING 7 AXLES; DW10'S, 20'S, 21'S AND OTHER SIMILAR CAT TYPE, TERRA COBRA, LETOURNEAU PULLS, TOURNOROCKER, EUCLID AND SIMILAR TYPE EQUIPMENT WHEN PULLING FUEL AND/OR GREASE TANK TRAILERS OR OTHER MISCELLANEOUS TRAILERS; VACUUM TRUCKS 7500 GALS AND OVER AND TRUCK REPAIRMAN FOOTNOTES: ARTICULATED DUMP TRUCK; BULK CEMENT SPREADER (WITH OR WITHOUT AUGER); DUMPCRETE TRUCK; SKID TRUCK (DEBRIS BOX); DRY PRE-BATCH CONCRETE MIX TRUCKS; DUMPSTER OR SIMILAR TYPE; SLURRY TRUCK: USE DUMP TRUCK YARDAGE RATE. HEATER PLANER; ASPHALT BURNER; SCARIFIER BURNER; INDUSTRIAL LIFT TRUCK (MECHANICAL TAILGATE); UTILITY AND CLEAN-UP TRUCK: USE APPROPRIATE RATE FOR THE POWER UNIT OR THE EQUIPMENT UTILIZED. TRUCK DRIVER CLASSIFICATIONS.....	$ 44.21	34.28
TRUCK DRIVERS: GROUP 3: DUMP TRUCKS, 8 YDS. AND INCLUDING 24 YDS.; TRANSIT MIXERS, OVER 10 YDS.; WATER TRUCKS, 7,000 GALS. AND OVER; JETTING TRUCKS, 7,000 GALS. AND OVER; VACUUM TRUCKS UNDER 7500 GALS. TRUCKS TOWING TILT BED OR FLAT BED PULL TRAILERS; LOWBED HEAVY DUTY TRANSPORT; HEAVY DUTY TRANSPORT TILLER PERSON; SELF- PROPELLED STREET SWEEPER WITH SELF-CONTAINED REFUSE BIN; BOOM TRUCK - HYDRO-LIFT OR SWEDISH TYPE EXTENSION OR RETRACTING CRANE; P.B. OR SIMILAR TYPE SELF-LOADING TRUCK; TIRE REPAIRPERSON; COMBINATION BOOTPERSON AND ROAD OILER; DRY DISTRIBUTION TRUCK (A BOOTPERSON WHEN EMPLOYED ON SUCH EQUIPMENT, SHALL RECEIVE THE RATE SPECIFIED FOR THE CLASSIFICATION OF ROAD OIL TRUCKS OR BOOTPERSON); AMMONIA NITRATE DISTRIBUTOR, DRIVER AND MIXER; SNOW GO AND/OR PLOW FOOTNOTES: ARTICULATED DUMP TRUCK; BULK CEMENT SPREADER (WITH OR WITHOUT AUGER); DUMPCRETE TRUCK; SKID TRUCK (DEBRIS BOX); DRY PRE-BATCH CONCRETE MIX TRUCKS; DUMPSTER OR SIMILAR TYPE; SLURRY TRUCK: USE DUMP TRUCK YARDAGE RATE. HEATER PLANER; ASPHALT BURNER; SCARIFIER BURNER; INDUSTRIAL LIFT TRUCK (MECHANICAL TAILGATE); UTILITY AND CLEAN-UP TRUCK: USE APPROPRIATE RATE FOR THE POWER UNIT OR THE EQUIPMENT UTILIZED. TRUCK DRIVER CLASSIFICATIONS.....	$ 43.86	34.28
TRUCK DRIVERS: GROUP 2: DUMP TRUCKS, 6 YDS. AND UNDER 8 YDS.; TRANSIT MIXERS, THROUGH 10 YDS.; WATER TRUCKS, UNDER 7,000 GALS.; JETTING TRUCKS, UNDER 7,000 GALS.; SINGLE-UNIT FLAT RACK (3-AXLE UNIT); HIGHBED HEAVY DUTY TRANSPORT; SCISSOR TRUCK; RUBBER-TIRED MUCK CAR (NOT SELF-LOADED); RUBBER-TIRED TRUCK JUMBO; WINCH TRUCK AND ""A"" FRAME DRIVERS; COMBINATION WINCH TRUCK WITH HOIST; ROAD OIL TRUCK OR BOOTPERSON; BUGGYMOBILE; ROSS, HYSTER AND SIMILAR STRADDLE CARRIERS; SMALL RUBBER-TIRED TRACTOR FOOTNOTES: ARTICULATED DUMP TRUCK; BULK CEMENT SPREADER (WITH OR WITHOUT AUGER); DUMPCRETE TRUCK; SKID TRUCK (DEBRIS BOX); DRY PRE-BATCH CONCRETE MIX TRUCKS; DUMPSTER OR SIMILAR TYPE; SLURRY TRUCK: USE DUMP TRUCK YARDAGE RATE. HEATER PLANER; ASPHALT BURNER; SCARIFIER BURNER; INDUSTRIAL LIFT TRUCK (MECHANICAL TAILGATE); UTILITY AND CLEAN-UP TRUCK: USE APPROPRIATE RATE FOR THE POWER UNIT OR THE EQUIPMENT UTILIZED. TRUCK DRIVER CLASSIFICATIONS.....	$ 43.56	34.28
TRUCK DRIVERS: GROUP 1: DUMP TRUCKS, UNDER 6 YDS.; SINGLE UNIT FLAT RACK (2- AXLE UNIT); NIPPER TRUCK (WHEN FLAT RACK TRUCK IS USED APPROPRIATE FLAT RACK SHALL APPLY); CONCRETE PUMP TRUCK (WHEN FLAT RACK TRUCK IS USED APPROPRIATE FLAT RACK SHALL APPLY); CONCRETE PUMP MACHINE; FORK LIFT AND LIFT JITNEYS;		

FUEL AND/OR GREASE TRUCK DRIVER OR FUEL PERSON;
SNOW BUGGY; STEAM CLEANING; BUS OR PERSONHAUL
DRIVER; ESCORT OR PILOT CAR DRIVER; PICKUP TRUCK;
TEAMSTER OILER/GREASER AND/OR SERVICEPERSON; HOOK
TENDER (INCLUDING LOADING AND UNLOADING); TEAM
DRIVER; TOOL ROOM ATTENDANT (REFINERIES)
FOOTNOTES: ARTICULATED DUMP TRUCK; BULK CEMENT
SPREADER (WITH OR WITHOUT AUGER); DUMPCRETE TRUCK;
SKID TRUCK (DEBRIS BOX); DRY PRE-BATCH CONCRETE MIX
TRUCKS; DUMPSTER OR SIMILAR TYPE; SLURRY TRUCK: USE
DUMP TRUCK YARDAGE RATE. HEATER PLANER;
ASPHALT BURNER; SCARIFIER BURNER; INDUSTRIAL LIFT
TRUCK (MECHANICAL TAILGATE); UTILITY AND CLEAN-UP
TRUCK: USE APPROPRIATE RATE FOR THE POWER UNIT OR
THE EQUIPMENT UTILIZED. TRUCK
DRIVER CLASSIFICATIONS.....$ 43.26 34.28

WELDERS - Receive rate prescribed for craft performing
operation to which welding is incidental.
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Note: Executive Order (EO) 13706, Establishing Paid Sick Leave
for Federal Contractors applies to all contracts subject to the
Davis-Bacon Act for which the contract is awarded (and any
solicitation was issued) on or after January 1, 2017. If this
contract is covered by the EO, the contractor must provide
employees with 1 hour of paid sick leave for every 30 hours
they work, up to 56 hours of paid sick leave each year.
Employees must be permitted to use paid sick leave for their
own illness, injury or other health-related needs, including
preventive care; to assist a family member (or person who is
like family to the employee) who is ill, injured, or has other
health-related needs, including preventive care; or for reasons
resulting from, or to assist a family member (or person who is
like family to the employee) who is a victim of, domestic
violence, sexual assault, or stalking. Additional information
on contractor requirements and worker protections under the EO
is available at https://www.dol.gov/agencies/whd/government-contracts.

Note: Executive Order 13658 generally applies to contracts subject
to the Davis-Bacon Act that were awarded on or between January 1,
2015 and January 29, 2022, and that have not been renewed or
extended on or after January 30, 2022. Executive Order 13658 does
not apply to contracts subject only to the Davis-Bacon Related Acts
regardless of when they were awarded. If a contract is subject to
Executive Order 13658, the contractor must pay all covered workers
at least $13.65 per hour (or the applicable wage rate listed on this
wage determination, if it is higher) for all hours spent performing on
the contract from May 11, 2026, through December 31, 2026. The
applicable Executive Order minimum wage rate will be adjusted annually.
Additional information on contractor requirements and worker
protections under Executive Order 13658 is available at
www.dol.gov/whd/govcontracts.

Unlisted classifications needed for work not included within
the scope of the classifications listed may be added after
award only as provided in the labor standards contract clauses
(29CFR 5.5 (a) (1) (iii)).

The body of each wage determination lists the classifications
and wage rates that have been found to be prevailing for the
type(s) of construction and geographic area covered by the wage
determination. The classifications are listed in alphabetical
order under rate identifiers indicating whether the particular
rate is a union rate (current union negotiated rate), a survey
rate, a weighted union average rate, a state adopted rate, or a
supplemental classification rate.

Union Rate Identifiers

A four-letter identifier beginning with characters other than
►SU◄, ►UAVG◄, ►SA◄, or ►SC◄ denotes that a union rate was
prevailing for that classification in the survey. Example:
PLUM0198-005 07/01/2024. PLUM is an identifier of the union
whose collectively bargained rate prevailed in the survey for
this classification, which in this example would be Plumbers.
0198 indicates the local union number or district council
number where applicable, i.e., Plumbers Local 0198. The next
number, 005 in the example, is an internal number used in
processing the wage determination. The date, 07/01/2024 in the
example, is the effective date of the most current negotiated
rate.

Union prevailing wage rates are updated to reflect all changes
over time that are reported to WHD in the rates
in the collective bargaining agreement (CBA) governing the
classification.

Union Average Rate Identifiers

The UAVG identifier indicates that no single rate prevailed for
those classifications, but that 100% of the data reported for
the classifications reflected union rates. EXAMPLE:
UAVG-OH-0010 01/01/2024. UAVG indicates that the rate is a
weighted union average rate. OH indicates the State of Ohio.
The next number, 0010 in the example, is an internal number
used in producing the wage determination. The date, 01/01/2024
in the example, indicates the date the wage determination was
updated to reflect the most current union average rate.

A UAVG rate will be updated once a year, usually in January, to
reflect a weighted average of the current rates in the
collective bargaining agreements on which the rate is based.

Survey Rate Identifiers

The ►SU◄ identifier indicates that either a single non-union
rate prevailed (as defined in 29 CFR 1.2) for this
classification in the survey or that the rate was derived by
computing a weighted average rate based on all the rates
reported in the survey for that classification. As a weighted
average rate includes all rates reported in the survey, it may
include both union and non-union rates. Example: SUFL2022-007
6/27/2024. SU indicates the rate is a single non-union
prevailing rate or a weighted average of survey data for that
classification. FL indicates the State of Florida. 2022 is the
year of the survey on which these classifications and rates are
based. The next number, 007 in the example, is an internal
number used in producing the wage determination. The date,
6/27/2024 in the example, indicates the survey completion date
for the classifications and rates under that identifier.

►SU◄ wage rates typically remain in effect until a new survey
is conducted. However, the Wage and Hour Division (WHD) has the
discretion to update such rates under 29 CFR 1.6(c)(1).

State Adopted Rate Identifiers

The ►SA◄ identifier indicates that the classifications and

prevailing wage rates set by a state (or local) government were adopted under 29 C.F.R 1.3(g)-(h). Example: SAME2023-007 01/03/2024. SA reflects that the rates are state adopted. ME refers to the State of Maine. 2023 is the year during which the state completed the survey on which the listed classifications and rates are based. The next number, 007 in the example, is an internal number used in producing the wage determination. The date, 01/03/2024 in the example, reflects the date on which the classifications and rates under the ‘SA’ identifier took effect under state law in the state from which the rates were adopted.

WAGE DETERMINATION APPEALS PROCESS

1) Has there been an initial decision in the matter? This can be:

a) a survey underlying a wage determination
b) an existing published wage determination
c) an initial WHD letter setting forth a position on a wage determination matter
d) an initial conformance (additional classification and rate) determination

On survey related matters, initial contact, including requests for summaries of surveys, should be directed to the WHD Branch of Wage Surveys. Requests can be submitted via email to davisbaconinfo@dol.gov or by mail to:

Branch of Wage Surveys
Wage and Hour Division
U.S. Department of Labor
200 Constitution Avenue, N.W.
Washington, DC 20210

Regarding any other wage determination matter such as conformance decisions, requests for initial decisions should be directed to the WHD Branch of Construction Wage Determinations. Requests can be submitted via email to BCWD-Office@dol.gov or by mail to:

Branch of Construction Wage Determinations
Wage and Hour Division
U.S. Department of Labor
200 Constitution Avenue, N.W.
Washington, DC 20210

2) If an initial decision has been issued, then any interested party (those affected by the action) that disagrees with the decision can request review and reconsideration from the Wage and Hour Administrator (See 29 CFR Part 1.8 and 29 CFR Part 7). Requests for review and reconsideration can be submitted via email to dba.reconsideration@dol.gov or by mail to:

Wage and Hour Administrator
U.S. Department of Labor
200 Constitution Avenue, N.W.
Washington, DC 20210

The request should be accompanied by a full statement of the interested party's position and any information (wage payment data, project description, area practice material, etc.) that the requestor considers relevant to the issue.

3) If the decision of the Administrator is not favorable, an interested party may appeal directly to the Administrative Review Board (formerly the Wage Appeals Board). Write to:

Administrative Review Board
U.S. Department of Labor
200 Constitution Avenue, N.W.
Washington, DC 20210.

==========

END OF GENERAL DECISION"

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 **

Silicon Valley Clean Water
Contract Documents

(INSERT PROJECT NAME/TITLE and CIP #)

Section 00 01 10

TABLE OF CONTENTS

DIVISION 0 - BIDDING AND CONTRACT REQUIREMENTS **PAGE**

Note to Specification Preparer: Revise page numbers as necessary. Delete this note during specification development.

Section 00 11 13	**Notice to Contractors**	**00 11 13-1**
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.

Section 00 22 19	**Escrow Bid Documents**	**00 22 19-1**
1.0	**Scope**	**00 22 19-1**
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**
6.0	**Storage**	**00 22 19-3**
7.0	**Examination after Award of Contract**	**00 22 19-3**
8.0	**Final Disposition**	**00 22 19-4**
Section 00 31 00	**Information Available to Bidders**	**00 31 00-1**
1.0	**Subsurface Conditions**	**00 31 00-1**
2.0	**Record Drawings and Soils Borings**	**00 31 00-1**
Section 00 41 00	**Bid Form**	**00 41 00-1**

Note to Specification Preparer: Shorter Versions of both Section 00 45 13 and 00 45 14 are provided as OPTIONS in the Exhibit (Exhibit 14A and 14B respectively). Delete this note during specification development.

Section 00 43 00	**Site Visit Affidavit**	**00 43 00-1**
Section 00 43 13	**Bid Security Bond**	**00 43 13-1**
Section 00 43 33	**Schedule of Major Equipment and Material Suppliers**	**00 43 33-1**
Section 00 43 36	**Designation of Subcontractors**	**00 43 36-1**

Section 00 45 13	**Certification of Bidder's Experience and Qualifications**	**00 45 13-1**
1.0	**Essential Requirements for Qualifications**	**00 45 13-1**
2.0	**Company Experience**	**00 45 13-4**
3.0	**Safety Qualification Criteria**	**00 45 13-6**
Section 00 45 14	**Certification of Subcontractor's Experience and Qualifications**	**00 45 14-1**
1.0	**Essential Requirements for Qualifications**	**00 45 14-1**
2.0	**Company Experience**	**00 45 14-4**
3.0	**Safety Qualification Criteria**	**00 45 14-6**
Section 00 45 19	**Noncollusion Declaration**	**00 45 19-1**
Section 00 45 21	**Acknowledgment of Insurance Requirements**	**00 45 21-1**
Section 00 45 22	**Safety Compliance Affidavit**	**00 45 22-1**
Section 00 52 00	**Agreement**	**00 52 00-1**
Section 00 54 27	**Escrow Agreement for Security Deposits in Lieu of Retention**	**00 54 27-1**
Section 00 61 13.13	**Bond of Faithful Performance**	**00 61 13.13-1**
Section 00 61 13.16	**Payment Bond**	**00 61 13.16-1**
Section 00 62 16.11	**Commercial General Liability Insurance Endorsement**	**00 62 16.11-1**
Section 00 62 16.12	**Automobile Liability Insurance Endorsement**	**00 62 16.12-1**
Section 00 65 19.2	**Release of Any and All Claims**	**00 65 19.2-1**
Section 00 72 00	**General Conditions**	**00 72 00-1**
1.0	**General**	**00 72 00-1**
1.1	Contract Agreement	00 72 00-1
1.2	Written Notice and Service Thereof	00 72 00-1
1.3	Rights of Action	00 72 00-1
1.4	Plans and Specifications	00 72 00-1
1.5	Applicability of All Paragraphs of Specifications	00 72 00-2
1.6	Discrepancies and Omissions	00 72 00-3
1.7	Bonds	00 72 00-3
1.8	Penalty for Collusion	00 72 00-4
1.9	Rights and Remedies	00 72 00-4
2.0	**Administration**	**00 72 00-4**
2.1	Authority of Construction Manager	00 72 00-4
3.0	**Owner**	**00 72 00-5**

3.1	Right to Operate Unsatisfactory Equipment	00 72 00-5
3.2	Beneficial Use	00 72 00-5
3.3	Responsibility of Authority	00 72 00-5
4.0	**Contractor**	**00 72 00-5**
4.1	Status of Contractor	00 72 00-5
4.2	Superintendence	00 72 00-6
4.3	Lands and Rights of Way	00 72 00-6
4.4	Permits and Fees	00 72 00-6
4.5	Compliance with Laws	00 72 00-7
4.6	Compliance with Environmental Laws	00 72 00-9
4.7	Safety	00 72 00-9
4.8	Provisions for Handling Emergencies	00 72 00-12
4.9	Night, Weekend and Holiday Work	00 72 00-13
4.10	Cooperation with Other Contractors	00 72 00-13
4.11	Multi-Employer Work Sites	00 72 00-13
5.0	**Control of Work and Material**	**00 72 00-13**
5.1	Standard Products	00 72 00-13
5.2	Methods and Appliances	00 72 00-13
5.3	Character of Workers	00 72 00-14
5.4	Materials and Workmanship	00 72 00-14
6.0	**Progress of the Work**	**00 72 00-14**
6.1	Commencement of Work	00 72 00-14
6.2	Contract Time	00 72 00-15
6.3	Delays	00 72 00-16
6.4	Time Extensions	00 72 00-17
6.5	Liquidated Damages	00 72 00-18
6.6	Suspension of Work	00 72 00-18
6.7	Failure to Perform Properly	00 72 00-19
6.8	Right to Terminate Contract	00 72 00-19
7.0	**Changes in the Work**	**00 72 00-20**
7.1	Change Orders	00 72 00-20
7.2	Differing Site Conditions	00 72 00-21
7.3	Resolution of Disputes	00 72 00-21
8.0	**Payment**	**00 72 00-23**
8.1	Basis of Payment	00 72 00-23
8.2	Partial Payments	00 72 00-24
8.3	Right to Withhold Amounts	00 72 00-27
8.4	Security Substitution for Withholds	00 72 00-28
8.5	Warranty of Title	00 72 00-30
8.6	Substantial Completion	00 72 00-30
8.7	Final Inspection and Payment	00 72 00-30
9.0	**Existing Utilities**	**00 72 00-30**
9.1	Public Service Utilities	00 72 00-30
9.2	Existing Facilities	00 72 00-31

Section 00 73 00	**Supplementary Conditions**	**00 73 00-1**
1.0	**Modifications to the General Conditions**	**00 73 00-1**
1.1	Time Allowed for Completion	00 73 00-1
1.2	Damages for Delays	00 73 00-1
1.3	Weather Days	00 73 00-1
1.4	Plans and Specifications	00 73 00-1
1.5	Substantial Completion	00 73 00-1
1.6	Retention Withholding	00 73 00-2
2.0	**State Revolving Fund Loan Program**	**00 73 00-3**
2.1	Disadvantaged Business Enterprise	00 73 00-3
3.0	**Liability and Insurance**	**00 73 00-5**
3.1	Insurance	00 73 00-5
3.2	Insurance During Guarantee Period	00 73 00-11
4.0	**Specific Project Requirements**	**00 73 00-11**
4.1	Confined Spaces	00 73 00-11
4.2	Additional Project Requirements	00 73 00-12
4.3	Project Liaison	00 73 00-12
4.4	Contaminated Materials	00 73 00-13
5.0	**Wage Rate Requirements**	**00 73 00-13**
5.1	Prevailing Wages	00 73 00-13
5.2	Travel and Subsistence	00 73 00-14
5.3	Penalty	00 73 00-14
Section 00 73 20	**Confined Space Requirements**	**00 73 20-1**

DIVISION 1 - GENERAL REQUIREMENTS

Section 01 11 00		**Summary of Work**	**01 11 00-1**
	1.0	**Work to Be Done**	**01 11 00-1**
	2.0	**Construction Procedure and Sequence**	**01 11 00-1**
	2.1	General	01 11 00-1
	2.2	Work Sequence Activities and Constraints	01 11 00-1
	3.0	**Partnering**	**01 11 00-6**
Section 01 14 14		**System Outage Request Procedures**	**01 14 14-1**
	1.0	**System Outage Requests**	**01 14 14-2**
	1.1	Classifying System Outage Requests	01 14 14-2
	1.2	System Outage Request Procedures	01 14 14-2
	1.3	Routine SOR Procedures	01 14 14-2
	1.4	Significant SOR Procedures	01 14 14-4
	1.5	Contractor Notifications	01 14 14-4
	1.6	Shutdown Restrictions	01 14 14-4
	2.0	**Access for Operating Personnel**	**01 11 00-5**
Section 01 26 00		**Modification Procedures**	**01 26 00-1**
	1.0	**Changes in Contract Price**	**01 26 00-1**
	2.0	**Negotiated Change Orders**	**01 26 00-2**
	2.1	General	01 26 00-2
	2.2	Markups	01 26 00-3
	3.0	**Force Account Payment**	**01 26 00-3**
	3.1	General	01 26 00-3
	3.2	Markups	01 26 00-4
	4.0	**Unit Price Adjustments**	**01 26 00-6**
	4.1	Increased or Decreased Quantities	01 26 00-6
	4.2	Changes in Character of Work	01 26 00-8
	5.0	**Time Extensions for Change Orders**	**01 26 00-8**
	6.0	**Cost-Reduction Incentive**	**01 26 00-8**
	6.1	General	01 26 00-8
	6.2	Proposal Submittal	01 26 00-9
	6.3	Acceptance	01 26 00-10
Section 01 29 00		**Measurement and Payment**	**01 29 00-1**
	1.0	**Measurement and Payment**	**01 29 00-1**
	2.0	**Description of Bid Items**	**01 29 00-1**
	3.0	**Contractor's Cost Breakdown**	**01 29 00-1**

Section 01 31 19	**Project Meetings**	**01 31 19-1**
1.0	**Pre-Construction Conference**	**01 31 19-1**
2.0	**Progress Meetings**	**01 31 19-1**

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.

Section 01 31 23	**Project Control System**	**01 31 23-1**
1.0	Web Database	01 31 23-1
1.1	User Access Limitations	01 31 23-1
1.2	Automated System Notification and Audit Log Tracking	01 31 23-1
1.3	Contractor Responsibility	01 31 23-1
1.4	Connectivity Problems	01 31 23-2
1.5	Training	01 31 23-2
2.0	**Equipment**	**01 31 23-2**
2.1	Hardware	01 31 23-2
2.2	Software	01 31 23-3
2.3	Facilities	01 31 23-3
3.0	**Execution**	**01 31 23-3**
3.1	Procore Utilization	01 31 23-3
3.2	Termination of Use	01 31 23-3
3.3	Adobe PDF	01 31 23-4
3.4	Labeling Format	01 31 23-4
3.5	Original Documents	01 31 23-4
3.6	Organization	01 31 23-5
3.7	Printing	01 31 23-5
3.8	Project Forms	01 31 23-5
Section 01 32 16	**Construction Schedules**	**01 32 16-1**
1.0	**General**	**01 32 16-1**
2.0	**Construction Schedule**	**01 32 16-1**
2.1	General	01 32 16-1
2.2	Baseline Schedule	01 32 16-1
2.3	Reports	01 32 16-2
2.4	Float	01 32 16-2
3.0	**Construction Schedule**	**01 32 16-3**
3.1	General	01 32 16-3
3.2	Preliminary Construction Schedule	01 32 16-3
3.3	Baseline Schedule	01 32 16-4
3.4	Float	01 32 16-7
4.0	**Weather Conditions**	**01 32 16-7**
5.0	**Updates**	**01 32 16-8**

5.1 Submittal Period **01 32 16-8**
5.2 Schedule Review **01 32 16-9**
5.3 Schedule Revisions **01 32 16-9**

6.0 Time Impact Analyses **01 32 16-9**
6.1 General **01 32 16-9**
6.2 Time Extensions **01 32 16-10**
6.3 Submittal Requirements **01 32 16-10**

7.0 Weekly Activities Plan **01 32 16-11**

Section 01 33 23 Shop Drawings, Product Data and Samples **01 33 23-1**
1.0 Submittals **01 33 23-1**
1.1 Digital Document Management 01 33 23-1
1.2 Hardcopy Document Management 01 33 23-1

2.0 Contractor's Responsibilities **01 33 23-1**

3.0 Transmittal Procedures **01 33 23-2**
3.1 Transmittal Form 01 33 23-2
3.2 Deviations from the Contract 01 33 23-2
3.3 Submittal Completeness 01 33 23-2
3.4 Submittal Period 01 33 23-3

4.0 Review Procedure **01 33 23-3**

5.0 Effect of Review of Contractor's Submittals **01 33 23-3**

6.0 Material List **01 33 23-4**

7.0 Material and Equipment Substitutions **01 33 23-4**
7.1 General 01 33 23-4
7.2 Substitutions 01 33 23-4
7.3 Modifications and Costs 01 33 23-5

8.0 Seismic Design and Anchorage of Equipment and Other Appurtenant Facilities **01 33 23-5**

Section 01 41 00 Regulatory Requirements **01 41 00-1**
1.0 Applicable Codes **01 41 00-1**

2.0 Fees and Permits **01 41 00-1**

3.0 Storm Water and Non-Storm Water Quality Controls Within Treatment Plant Drainage Boundaries **01 41 00-1**
3.1 Regulatory Requirements 01 41 00-1
3.2 General 01 41 00-2
3.3 Not Used 01 41 00-2
3.4 Contractor Responsibilities 01 41 00-2
3.5 Authority Responsibilities 01 41 00-4

4.0	**Storm Water and Non-Storm Water Quality Controls Outside Treatment Plant Drainage Boundaries**	**01 41 00-4**
4.1	Regulatory Requirements	01 41 00-5
4.2	General	01 41 00-6
4.3	Risk Assessment	01 41 00-7
4.4	Contractor Responsibilities	01 41 00-7
4.5	Authority Responsibilities	01 41 00-10

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.

5.0	**Mitigation Measures**	**01 41 00-11**
5.1	Aesthetics	01 41 00-11
5.2	Dust Control	01 41 00-11
5.3	Biological Resources	01 41 00-11
5.4	Cultural Resources	01 41 00-12
5.5	Water Resources	01 41 00-12
5.6	Noise and Vibration	01 41 00-12

Section 01 42 00	**References**	**01 42 00-1**
1.0	**Codes and Standards**	**01 42 00-1**
2.0	**Definitions of Words and Terms**	**01 42 00-1**
3.0	**Abbreviations**	**01 42 00-5**

Section 01 45 16	**Quality Control and Inspection**	**01 45 16-1**
1.0	**Tests**	**01 45 16-1**
1.1	General	01 45 16-1
1.2	Costs of Testing	01 45 16-1
2.0	**Furnishing and Disposal of Testing Water**	**01 45 16-2**
3.0	**Inspection**	**01 45 16-2**
3.1	General	01 45 16-2
3.2	Work Covered Prior to Inspection and/or Testing	01 45 16-2
3.3	Work Covered with Prior Inspection and/or Testing	01 45 16-3

Section 01 51 00	**Temporary Utilities**	**01 51 00-1**
1.0	**Contractor's Temporary Utility Services**	**01 51 00-1**
2.0	**Lighting**	**01 51 00-1**
3.0	**Sanitation**	**01 51 00-1**
4.0	**Heating and Ventilation**	**01 51 00-1**

Section 01 57 00		**Temporary Controls**	**01 57 00-1**
	1.0	**Security**	**01 57 00-1**
	2.0	**Protection of Work, Property and Persons**	**01 57 00-1**
	3.0	**Public Access**	**01 57 00-2**
	4.0	**Road**	**01 57 00-2**
	5.0	**Dust Control**	**01 57 00-3**
	6.0	**Removed Materials**	**01 57 00-3**
	7.0	**Construction Cleaning**	**01 57 00-3**
	8.0	**Drainage Control**	**01 57 00-3**
	9.0	**Construction Parking Control**	**01 57 00-3**
	10.0	**Barricades, Fences, and Site Security**	**01 57 00-3**
	11.0	**Trees and Shrubs**	**01 57 00-3**
	12.0	**Office of Contractor at Site**	**01 57 00-4**
	13.0	**Working Hours**	**01 57 00-4**
	14.0	**Construction Manager's Office**	**01 57 00-4**
Section 01 66 00		**Material and Equipment**	**01 66 00-1**
	1.0	**Salvaging and Storage of Equipment and Materials**	**01 66 00-1**
	2.0	**Contractor Storage Areas**	**01 66 00-1**
	2.1	Storage on Authority-Owned Property	01 66 00-1
	2.2	Storage on Property Not Owned by the Authority	01 66 00-1
	2.3	Storage on Property Procured by the Contractor	01 66 00-1
	3.0	**Hazardous Materials**	**01 66 00-2**
Section 01 71 23		**Field Engineering**	**01 71 23-1**
	1.0	**Datum**	**01 71 23-1**
	2.0	**Lines and Grades**	**01 71 23-1**

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".

Section 01 71 37		**Openings and Penetrations in Construction**	**01 71 37-1**
	1.0	**General**	**01 71 37-1**
	1.1	**Summary**	**01 71 37-1**
	1.2	**Quality Assurance**	**01 71 37-1**
	1.3	**Definitions**	**01 71 37-1**
	1.4	**Submittals**	**01 71 37-1**
	2.0	**Products**	**01 71 37-2**
	2.1	**Materials**	**01 71 37-2**
	3.0	**Execution**	**01 71 37-2**
	3.1	**Installation and Application**	**01 71 37-4**
	3.2	**Schedules**	**01 71 37-4**
Section 01 74 23		**Final Cleanup**	**01 74 23-1**
	1.0	**Final Site Cleanup**	**01 74 23-1**

2.0	**Final Building Cleanup**	**01 74 23-1**
Section 01 75 16	**Starting, Testing, Adjusting and Balancing of Systems**	**01 75 16-1**
1.0	**Initial Plant Start-Up and Operation of Facilities**	**01 75 16-1**
2.0	**Start-Up and Test Procedure**	**01 75 16-1**
2.1	Commissioning	01 75 16-2
3.0	**Training of Authority Personnel**	**01 75 16-2**
4.0	**Start-Up / Operational Testing**	**01 75 16-3**
4.1	Owner Furnished Equipment Testing	01 75 16-4
Section 01 78 23	**Operation and Maintenance Data**	**01 78 23-1**
1.0	**Operation and Maintenance**	**01 78 23-1**
2.0	**Asset Management and Tracking**	**01 78 23-2**
Section 01 78 36	**Warranties and Bonds**	**01 78 36-1**
1.0	**Guarantee of Work**	**01 78 36-1**
Section 01 78 39	**Project Record Documents**	**01 78 39-1**
1.0	**Record Documents**	**01 78 39-1**
Section 01 78 43	**Spare Parts and Maintenance Materials**	**01 78 43-1**
1.0	**Responsibility for Spare Parts and Tools**	**01 78 43-1**

DIVISION 2 through 17 – TECHNICAL SPECIFICATIONS

Note to Specification Preparer: Include the following Section 09 90 00, Paints and Coatings, if the Project has coating work. DELETE this Section 09 90 00 in its entirety and indicate "NOT USED" if there is no coating work. Delete this note during specification development.

Division 09 – Finishes

Section 09 90 00 Painting and Coating

(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

Note to Specification Preparer: All other Appendices shall be labeled Appendix 5, 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.

*****END OF TABLE OF CONTENTS*****

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.

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;

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 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 as currently implemented
  - 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, and DBE requirements apply pursuant to 40 CFR Part 33 and applicable federal funding conditions. In accordance with current federal guidance, including the Interim Final Rule effective October 3, 2025, DBE contract goals are not established for this Contract; Good Faith Effort requirements are not applicable; DBE participation shall not be used to determine bid responsiveness or award. Contractors shall comply with all nondiscrimination requirements and shall take reasonable, race-neutral steps to ensure that small and disadvantaged businesses have an opportunity to compete for subcontracts.

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.

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 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):

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.

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

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

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

	Item	**Checked**
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, if applicable (Appendix 2 - Part 2)(Note 1):	
	EPA Form 4500-3: DBE Sub-Contractor Performance Form	_____
	EPA Form 4500-4: DBE Sub-Contractor Utilization Form	_____
	Bidder's List	_____

Note 1: EPA DBE forms (including Forms 4500-3 and 4500-4 and Bidder's List) may be required for federal compliance reporting purposes. Submission of such forms shall not be a condition of bid responsiveness or award during the current federal DBE transition period.

***** 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.

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

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 ----

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:

BID SCHEDULE

SILICON VALLEY CLEAN WATER

Bid Item	Quantity	Unit	Description	Unit Price	Extended Amount
(Note: See Section 01 29 00-2.0 of General Requirements for Bid Item Descriptions.)					
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.

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.

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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SECTION 00 43 00

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

(To Accompany Bid)

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)

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)

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.

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

WITNESS my hand and official seal.

_____
Signature of Notary

Place Notary Seal Above

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

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.

SCHEDULE OF MAJOR EQUIPMENT AND MATERIAL SUPPLIES			
Item	**Description**	**Section**	**Manufacturer/Supplier**
1			
2			
3			
4			
5			
6			
7			
8			

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

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: _____
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 *****

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

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?

☐ 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.

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:_____

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): _____

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.

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

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.

☐ 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.

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

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: _____

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

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:_____

Contact Person for Insurance Company:_____

Telephone Number:_____

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*****

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

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)

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.

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

WITNESS my hand and official seal.

_____
Signature of Notary

Place Notary Seal Above

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

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.

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)

Name of Bidder_____

CERTIFICATE OF ACKNOWLEDGMENT

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)

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.

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

WITNESS my hand and official seal.

_____
Signature of Notary

Place Notary Seal Above

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

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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

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

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)

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.

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

WITNESS my hand and official seal.

_____
Signature of Notary

Place Notary Seal Above

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

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.

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
Mandatory			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.

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) and 8 CCR, 1951-1962. 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 ASTMF 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.

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

Type	Description/Comments
[ ] Gas detectors	
[ ] Ventilation equipment	
[ ] Approved harnesses and lanyards	
[ ] Mechanical hoists	
[ ] Fire extinguishers	
[ ] First aid kits	
[ ] Respirators	
[**X**] Hard hats	Mandatory SVCW Requirement
[ ] Hearing protectors	
[**X**] Safety goggles	Mandatory SVCW Requirement
[**X**] Safety toed footwear	Mandatory SVCW Requirement
[ ] Hand protection	
[ ] Fall protection	
[ ]	
[ ]	

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.

[ ]	CPR/first aid	[ ]	Confined space operations and rescue	[ ]	Scaffolding
[ ]	Fork lift operation	[ ]	Respirators [ ] Air-Supplying [ ] Air-Purifying	[ ]	Flagging
[ ]	Cranes/hoists operation	[ ]	Trenching and shoring competent person	[ ]	
[ ]	Heavy equipment operation	[ ]	Welding	[ ]	
[ ]	Powder-actuated tools use	[ ]	Asbestos abatement	[ ]	

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.

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").

W I T N E S S E T H:

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

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. Each payroll record shall contain or be verified by a written declaration that it is made under penalty of perjury, stating both of the following: (1) The information contained in the payroll record is true and correct, and (2) The employer has complied with the requirements of Labor Code Sections 1771, 1811, and 1815 for any work performed by that person's employees on the public works 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; provided, however, that a request by the public shall be made through either the Authority or the ~~, the Division of Apprenticeship Standards or the~~ Division of Labor Standards Enforcement. If the request is made through the Authority and the Authority is not in possession of the certified payroll records, the Authority shall obtain those records from the relevant contractor and make them available to the requesting entity. 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 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 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 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 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.

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:

_____
Title

_____
Name

_____
Signature

_____
Address

On Behalf of Contractor:

_____
Title

_____
Name

_____
Signature

_____
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*****

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

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 *****

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

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.

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*****

SECTION 00 62 16.12

AUTOMOBILE LIABILITY INSURANCE ENDORSEMENT

AUTOMOBILE LIABILITY SPECIAL ENDORSEMENT FOR _____ (Entity)			**SUBMIT IN DUPLICATE**	
			ENDORSEMENT NO.	ISSUE DATE (MM/DD/YY
PRODUCER Telephone	**POLICY INFORMATION:** Insurance Company: Policy No.: Policy Period: (from) (to) LOSS ADJUSTMENT EXPENSE ☐ Included in Limits ☐ In Addition to Limits			
	☐ Deductible ☐ Self-Insured Retention (check which) of $ _____			
NAMED INSURED	**APPLICABILITY**. This insurance pertains to the operation and/or tenancy of the named insured under all written agreements and permits in force with the Entity unless checked here ☐ in which case only the following specific agreements and permits with the Entity are covered: CITY AGREEMENTS/PERMITS			
TYPE OF INSURANCE	**OTHER PROVISIONS**			
☐ COMMERCIAL AUTO POLICY ☐ BUSINESS AUTO POLICY ☐ OTHER _____				
LIMITS OF LIABILITY	**CLAIMS**: Underwriter's representative for claims pursuant to this insurance. Name: _____ Address:_____ Telephone: ( )			
$ _____ per accident, for bodily injury and property damage				

In consideration of the premium charge and notwithstanding any inconsistent statement in the policy to which this endorsement is attached or any endorsement now or hereafter attached thereto, it is agreed as follows:

1. INSURED. The Authority, 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 are included as additional insureds with regard to damages and defense of claims arising from ownership, operation, maintenance, use, loading or unloading of any auto owned, leased, hired or borrowed by the Named Insured, regardless of whether liability is attributable to the Named Insured or a combination of the Named Insured and 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 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	
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.	**AUTHORIZED REPRESENTATIVE** ☐ Broker/Agent ☐ Underwriter ☐_____ 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. Signature_____ (*original signature required)* Telephone: ( ) Date Signed _____

Note: ORGANIZATION or ENTITY on this form shall refer to SILICON VALLEY CLEAN WATER (SVCW, or the AUTHORITY)

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

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,

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:

Claim No.	Date Submitted	Description of Claim	Amount of Claim

[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.

*** * * 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

2.1 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. The Contractor is prohibited from performing work on a public

works project with a subcontractor who is ineligible to perform work on the public works project pursuant to Section 1777.1 or 1777.7 of the Labor Code. Prior to commencement of any work by a subcontractor, 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 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 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 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.

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

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.

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.

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

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.

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

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 - Claims arising under this Agreement are subject to two statutory claims processes, as set forth below. To the extent that the requirements of Public Contract Code Section 9204 and Public Contract Code Sections 20104–20104.6 overlap, the Contractor shall comply with both, and the more detailed or protective requirement shall govern.

All claims arising under this Agreement are subject to the provisions of Public Contract Code Section 9204. The Contractor shall submit any claim in writing to the Authority within the time periods specified by statute. The Authority shall provide a written response within forty-five (45) days of receipt of the claim. If the claim is denied in whole or in part, the Authority shall identify the portion of the claim that is disputed and the portion that is undisputed, and the Authority shall pay any undisputed portion within sixty (60) days of the written response. If the Contractor disputes the Authority's written response, or if the Authority fails to respond within the statutory period, the Contractor may demand in writing an informal conference to meet and confer for settlement of the issues in dispute. The Authority shall schedule the meet-and-confer conference within thirty (30) days of receipt of such demand. Following the meet-and-

confer conference, if the claim or any portion thereof remains in dispute, the Contractor may file a claim pursuant to Government Code Section 900 et seq. and Public Contract Code Section 20104 et seq.

In addition to the preceding requirements, claims up to three hundred seventy-five thousand dollars ($375,000) or less are subject to the provisions of Public Contract Code Sections 20104-20104.6. For claims of fifty thousand dollars ($50,000) or less, the Authority shall respond in writing to any written claim within forty-five (45) days of receipt of the claim, or may request, in writing, within thirty (30) days of receipt of the claim, any additional documentation supporting the claim or relating to defenses or claims the Authority may have against the Contractor. For claims of over fifty thousand dollars ($50,000) and less than or equal to three hundred seventy-five thousand dollars ($375,000), the Authority shall respond in writing to all written claims within sixty (60) days of receipt of the claim, or may request, in writing, within thirty (30) days of receipt of the claim, any additional documentation supporting the claim or relating to defenses or claims the Authority may have against the Contractor. The Contractor shall comply with all procedural prerequisites set forth in Public Contract Code Sections 20104 through 20104.6, including but not limited to the civil action and Government Code claims filing requirements, as a condition precedent to filing any legal action arising from a dispute under this Agreement.~~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 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.~~

7.3.4 Antitrust Claim Assignment ~~–~~ Pursuant to Public Contract Code Section 7103, ~~In entering into an Agreement or a subcontract to supply goods, services, or materials pursuant to this Agreement,~~ the Contractor or subcontractor offers and agrees to assign to the Authority all rights, title, and interest in and to all causes of action it may have under Section 4 of the Clayton Act (15 U.S.C. Sec. 15) or under the Cartwright Act (Chapter 2 (commencing with Section 16700) of Part 2 of Division 7 of the Business and Professions Code), arising from purchases of goods, services, or materials pursuant to this Agreement or a subcontract. This assignment will be made and become effective at the time the awarding body tenders final payment to the Contractor, without further acknowledgment by the parties.

7.3.5. Third-Party Claims - Pursuant to Public Contract Code Section 9201, the Authority will have full authority to compromise or otherwise settle any claim relating to the Agreement at any time. The Authority will provide for timely notification to the Contractor of the receipt of any third-party claim, relating to the Agreement. Notice will be in writing and will be provided within thirty (30) days. The Authority will be entitled to recover its reasonable costs incurred in providing the notification.

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 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 Sections 7201 and 9203, unless otherwise specified in Section 00 73 00-1.6, RETENTION WITHHOLDING. ~~in accordance with Public Contract Code Sections 7201 and 9203, and the Agreement.~~~~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.

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 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

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 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

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

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. In the event of any conflict between these Contract Documents and applicable federal funding requirements, including SRF or WIFIA requirements, the federal requirements as currently interpreted shall control.

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 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 Contactor 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 (FEDERAL INTERIM RULE COMPLIANCE)

This project is subject to federal Disadvantaged Business Enterprise (DBE) requirements under 40 CFR Part 33 and applicable federal funding conditions, including SRF and/or WIFIA requirements. Refer to Appendix 2 – Part 2: Disadvantaged Business Enterprise (DBE) Requirements for applicable provisions, as modified by current federal guidance.

In accordance with current federal guidance during the DBE recertification transition period:
2.3.1 DBE participation goals are not established for this Contract.

2.3.2 Contractors are not required to perform or document Good Faith Efforts.

2.3.3 DBE participation shall not be used to determine bid responsiveness, responsibility, or

award.

2.3.4 Contractors shall comply with all nondiscrimination requirements and shall take reasonable, race-neutral steps to ensure that small and disadvantaged businesses have an opportunity to compete for subcontracts.

2.3.5 The Authority may require reporting of subcontractor participation for federal compliance purposes; however, such reporting shall not be used for enforcement of participation levels.

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 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 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

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 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.

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.

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.

1.1.3 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.

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.

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 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.

***** 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.

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.
   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, ~~I~~ Contractor shall submit its final proposed System Outage Work Plan to the Construction Manager within at least three (3) business days after the Advance 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 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:

TANNER PACIFIC

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*****

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

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.

Pursuant to Government Code Section 8546.7, the Contractor must retain all project-related records for a period of 3 years after final payment on this Agreement, which will be subject to audit or inspection by the Authority or the State Auditor during this period. Separate and apart from the obligations under Section 8546.7, t~~T~~he 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:

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 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 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 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 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 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 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.

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 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

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

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

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

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

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.

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

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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 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.

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.

   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 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
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.

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.

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 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 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 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

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

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

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

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.

3.2.1 California Air Resources Board (CARB) engine and fleet regulations at all times, including but is not limited to:

(1) The Contractor and subcontractor must use R99 or R100 Renewable Diesel for all vehicle fleets subject to CARB's In-Use Off-Road Diesel Fueled Fleet Rule unless for vehicles that the Contractor or subcontractor determine are specifically exempt from the Rule;

(2) All engines that are subject to CARB's In-Use Off-Road Diesel Fueled Fleet Rule must be labeled with a unique equipment identification number (EIN) obtained from CARB;

(3) All vehicles and engines subject to CARB's In-Use Off-Road Diesel Fueled Fleet Rule are prohibited from idling longer than five (5) consecutive minutes unless expressly exempt from the Rule. The Contractor is required to have a written idling policy that is provided to each operator of all regulated equipment and vehicles that are subject to the Rule before the regulated equipment is operated for the first time. The idling policy must inform the operator of CARB's idling requirements.

The Contractor is solely responsible for compliance with all provisions of the CARB engine and fleet regulations for its fleet and the fleet of all subcontractors, and the payment of any fines or penalties imposed by CARB or the U.S. Environmental Protection Agency (EPA) resulting from the Contractor's or subcontractor's non-compliance. The Contractor shall indemnify, hold harmless, and defend (with legal counsel chosen by the Authority at the Contractor's expense) the Authority against any violation notices issued, or enforcement actions brought, by CARB or EPA involving the Contractor's or subcontractor's non-compliance.

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 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 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 (TMLD) 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.

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). 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.

5.1 AESTHETICS

_____

A. _____

1. _____

a. _____

5.2 DUST CONTROL

A.

1.

a.

5.3 BIOLOGICAL RESOURCES

A.

1.

a.

5.4 CULTURAL RESOURCES

A.

1.

a.

5.5 WATER RESOURCES

A.

1. _____

a. _____

5.6 NOISE AND VIBRATION

_____

A. _____

1. _____

a. _____

***** 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.

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.

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.

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

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

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

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

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.

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 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.

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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,

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.

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.

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

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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.

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.

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

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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.

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

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.

END OF SECTION

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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.

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.

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.

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 23-2ASSET 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

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. 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.

B. Mark and record field changes and detailed information contained in submittals and change orders.

C. Record actual depths, horizontal and vertical location of underground pipes, duct banks and other buried utilities. Reference dimensions to permanent surface features.
   1. 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.
   2. 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.
   3. Provide schedules, lists, layout drawings, and wiring diagrams.
   4. Make annotations with erasable colored pencil conforming to the following color code:

Additions:	Red
Deletions:	Green
Comments:	Blue
Dimensions:	Graphite

D. B. Maintain documents separate from those used for construction. Label documents "RECORD DOCUMENTS."

E. 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.

F. 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.

G. E. Record documents shall be available for the Construction Manager to review to ascertain that changes have been recorded.

H. 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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CWSRF Program

Part 1:
American Iron and Steel (AIS) Requirements

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

CWSRF Program

Part 3:
Davis-Bacon Act Prevailing Wage Requirements

Note to Specification Preparer: Insert, once PDF is generated and only once PDF is generated, the 41 pages of wage determinations via General Decision Number: CA20260018 05/18/2026 in the Specification Folder. Delete this note after inserting the pages.

CWSRF Program

Part 3, Continued:
Davis Bacon - Federal Wage Determination for San Mateo County

Requirements can be found at:

https://dir.ca.gov/oprl/DPreWageDetermination.htm

APPENDIX 3

NOT USED

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									

APPENDIX 5

EXAMPLE EQUIPMENT SUMMARY FORMS

(CONTINUES ON NEXT PAGE)

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

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

34103.7 27032829.2

SECTION 00 01 07

PROJECT SEALS/STAMPS

** Insert Designer Stamps HERE **

Silicon Valley Clean Water
Contract Documents

(INSERT PROJECT NAME/TITLE and CIP#)

TABLE OF CONTENTS

BIDDING AND CONTRACT REQUIREMENTS **PAGE**

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.

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**

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.

Section 00 61 13.16	**Payment Bond**	**00 61 13.16-1**

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.

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**

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

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*****

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

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

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

	Item	**Checked**
1.	Bid Form (Section 00 41 00)	_____
2.	Designation of Subcontractors (Section 00 43 36)	_____

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.

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 *****

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:

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.

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.

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)

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)

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.

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

WITNESS my hand and official seal.

_____
Signature of Notary

Place Notary Seal Above

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

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: _____

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 or 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 *****

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

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

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)

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.

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

WITNESS my hand and official seal.

_____
Signature of Notary

Place Notary Seal Above

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

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

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

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)

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.

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

WITNESS my hand and official seal.

_____
Signature of Notary

Place Notary Seal Above

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

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.

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
Mandatory			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.

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) and 8 CCR, 1951-1962. 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 ASTMF 739 and is suitable for used in the following environment(s) and situations:
   - Strong Acidic/Alkaline/Corrosive
   - Odorous/Ammonia/Hydrogen Sulfide
   - Oxygen Depleted
   - Elevated Temperature/Thermal
   - Chlorine
   - SO2/SO3
   - 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.

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

Type	Description/Comments
[ ] Gas detectors	
[ ] Ventilation equipment	
[ ] Approved harnesses and lanyards	
[ ] Mechanical hoists	
[ ] Fire extinguishers	
[ ] First aid kits	
[ ] Respirators	
[**X**] Hard hats	Mandatory SVCW Requirement
[ ] Hearing protectors	
[**X**] Safety goggles	Mandatory SVCW Requirement
[**X**] Safety toed footwear	Mandatory SVCW Requirement
[ ] Hand protection	
[ ] Fall protection	
[ ]	
[ ]	

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.

[ ]	CPR/first aid	[ ]	Confined space operations and rescue	[ ]	Scaffolding
[ ]	Fork lift operation	[ ]	Respirators [ ] Air-Supplying [ ] Air-Purifying	[ ]	Flagging
[ ]	Cranes/hoists operation	[ ]	Trenching and shoring competent person	[ ]	
[ ]	Heavy equipment operation	[ ]	Welding	[ ]	
[ ]	Powder-actuated tools use	[ ]	Asbestos abatement	[ ]	

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.

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 *****

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).

W I T N E S S E T H:

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_____ 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

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

Contractor shall not subcontract any work to be performed by it under this Contract without the prior written approval of the Authority. Contractor shall be solely responsible for reimbursing any subcontractors and Authority shall have no obligation to them. Attention is directed to the requirements of Sections 4100 to 4113, inclusive, of the California Public Contract Code which are applicable to this Contract. Each Contractor shall list the name, business address, California contractor license number, and public works contractor registration number issued in accordance with Labor Code Section 1725.5 of each subcontractor to whom the Contractor proposes to subcontract a portion of the work in an amount in excess of one-half of one percent (.5%) of the Total Contract Price, along with a description of the portion of the work which shall be done by each subcontractor, by executing the "DESIGNATION OF SUBCONTRACTORS" form attached below.

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. CLAIMS PROCEDURES. Claims arising under this Contract are subject to two statutory claims processes, as set forth below. To the extent that the requirements of Public Contract Code Section 9204 and Public Contract Code Sections 20104–20104.6 overlap, Contractor shall comply with both, and the more detailed or protective requirement shall govern.

A. Public Contract Code Section 9204. All claims arising under this Contract are subject to the provisions of Public Contract Code Section 9204. Contractor shall submit any claim in writing to ~~District~~Authority within the time periods specified by statute. ~~District~~Authority shall provide a written response within forty-five (45) days of receipt of the claim. If the claim is denied in whole or in part, ~~District~~Authority shall identify the portion of the claim that is disputed and the portion that is undisputed, and ~~District~~Authority shall pay any undisputed portion within sixty (60) days of the written response. If the Contractor disputes the ~~District~~Authority's written response, or if the ~~District~~Authority fails to respond within the statutory period, the Contractor may demand in writing an informal conference to meet and confer for settlement of the issues in dispute. ~~District~~Authority shall schedule the meet-and-confer conference within thirty (30) days of receipt of such demand. Following the meet-and-confer conference, if the claim or any portion thereof remains in dispute, the Contractor may file a claim pursuant to Government Code Section 900 et seq. and Public Contract Code Section 20104 et seq.

B. Public Contract Code Sections 20104–20104.6. In addition to the requirements of subdivision (a), claims up to three hundred seventy-five thousand dollars ($375,000) or less are subject to the provisions of Public Contract Code Sections 20104-20104.6. For claims of fifty thousand dollars ($50,000) or less, the ~~District~~Authority shall respond in writing to any written claim within forty-five (45) days of receipt of the claim, or may request, in writing, within thirty (30) days of receipt of the claim, any additional documentation supporting the claim or relating to defenses or claims the ~~District~~Authority may have against the Contractor. For claims of over fifty thousand dollars ($50,000) and less than or equal to three hundred seventy-five thousand dollars ($375,000), the ~~District~~Authority shall respond in writing to all written claims within sixty (60) days of receipt of the claim, or may request, in writing, within thirty (30) days of receipt of the claim, any additional documentation supporting the claim or relating to defenses or claims the ~~District~~Authority may have against the Contractor. The Contractor shall comply with all procedural prerequisites set forth in Public Contract Code Sections 20104 through 20104.6, including but not limited to the civil action and Government Code claims filing requirements, as a condition precedent to filing any legal action arising from a dispute under this Contract.

13. UTILITY RELOCATION. Pursuant to California Government Code Section 4215, if during the course of the work the Contractor encounters utility installations which are not shown or indicated in the contract plans or in the specifications or which are found in a location substantially different from that shown, and such utilities are not reasonably apparent from visual examination of the work site, then it shall promptly notify the ~~District~~Authority in writing. Where necessary for Bid Work, the ~~District~~Authority will amend the task order to adjust the scope of work and the compensation to allow the Contractor to make such adjustment,

rearrangement, repair, removal, alteration, or special handling of such utility, including repair of the damaged utility. If the Contractor fails to give the notice specified above and thereafter acts without instructions from the ~~District~~Authority, then it shall be liable for any or all damage to such utilities or other work of the Contract which arises from its operations subsequent to the discovery, and it shall repair and make good such damage at its own cost.

142. ASSIGNMENT OF ANTI-TRUST CLAIMS. Contractor's attention is directed to the following provision of Public Contract Code Section 7103.5(b), which are applicable to Contractor and its subcontractors: "In entering into a public works contract or a subcontract to supply goods, services or materials pursuant to a public works contract, the Contractor or subcontractor offers and agrees to assign to the awarding body all right, title and interest in and to all causes of action it may have under Section 4 of the Clayton Act (15 U.S.C. Sec. 15) or under the Cartwright Act (Chapter 2 [commencing with Section 16700] of Part 2 of Division 7 of the Business and Professions Code), arising from purchases of goods, services or materials pursuant to the public works contract or the subcontract. This assignment must be made and become effective at the time the awarding body tenders final payment to the Contractor, without further acknowledgment by the parties."

153. THIRD-PARTY CLAIMS. Pursuant to Public Contract Code Section 9201, the Authority shall have full authority to compromise or otherwise settle any claim relating to this Contract at any time. T~~t~~he Authority ~~t~~ shall provide timely notification to Contractor of the receipt of any third-party claim relating to this Contract. Such notice must be in writing and must be provided within thirty (30) days of the Authority's receipt of the third-party claim. The Authority shall be entitled to recover its reasonable costs incurred in providing such notification.

16. EXCAVATION. In accordance with state law (Public Contract Code Section 7104), with respect to any work involving digging trenches or excavations that extend deeper than four feet, the Contractor shall notify the Authority promptly in writing of any of the following conditions: (a) material that the Contractor believes may be hazardous waste, as defined in California Health and Safety Code Section 25117, that is required to be removed to a Class I, Class II or Class III disposal site in accordance with provisions of existing law; (b) subsurface or latent physical conditions at the site differing from those indicated; (c) unknown physical conditions at the site of any unusual nature, differing materially from those ordinarily encountered and generally recognized as inherent in work of the character provided for in the Contract Documents. Contractor shall notify the Authority of such conditions prior to disturbing them, and shall await direction from the Authority as to how to proceed.

17. AUDIT AND EXAMINATION OF RECORDS. In accordance with Government Code Section 8546.7, records of both Authority and Contractor will be subject to examination and audit by the State Auditor General for a period of three (3) years after final payment. Separate and apart from the obligations under Government Code Section 8546.7, Authority shall have the right to audit project records at Authority's discretion under the following circumstances: (a) submission of a Public Records Act request regarding the project; (b) inability to resolve a disputed contract change order; or (c) submission of a claim.

18. PROMPT PAYMENT TO SUBCONTRACTORS. Contractor shall pay any subcontractors approved by Authority for Work that has been satisfactorily performed no later than seven (7) days from the date of Contractor's receipt of progress payments by Authority, in accordance with Public Contract Code Section 10262.5. Within thirty (30) days of receipt of retention by Contractor and satisfactory completion of all Work required of the subcontractor, Contractor

shall release any retention payments withheld to the subcontractor. In the event that Contractor does not make progress payments or release retention to subcontractors in accordance with the time periods in this Section, Contractor will be subject to a charge of two percent (2%) per month on the untimely or improperly withheld payment. Authority may require Contractor to provide documentation satisfactory to Authority of Contractor's compliance with this requirement as a condition of final payment and release of contract retentions, if any.

19. TRENCH SAFETY. Excavation for any trench 5 feet or more in depth shall not begin until the Contractor has received approval from the Authority, of the Contractor's detailed plan for worker protection from the hazards of caving ground during the excavation of such trench. Such plan shall be submitted at least 5 days before the Contractor intends to begin excavation for the trench and shall show the details of the design of shoring, bracing, sloping or other provisions to be made for worker protection during such excavation. No such plan shall allow the use of shoring, sloping or a protective system less effective than that required by the Construction Safety Orders of the Division of Industrial Safety; and if such plan varies from the shoring system standards established by the Construction Safety Orders, the plan shall be prepared and signed by an engineer who is registered as a Civil or Structural Engineer in the State of California. Attention is directed to the provisions of Section 6705 of the Labor Code concerning trench excavation safety plans.

20. PROHIBITION AGAINST CONTRACTING WITH DEBARRED SUBCONTRACTORS. Contractor is prohibited from performing Work under this Contract with a subcontractor who is ineligible to perform work on a public works project pursuant to Public Contract Code Section 6109 or Labor Code Sections 1777.1 or 1777.

21. PAYMENT OF WORKERS' COMPENSATION. Pursuant to the requirements of Section 1860 of the California Labor Code, Contractor shall secure the payment of workers' compensation to its employees in accordance with the provisions of Section 3700 of the Labor Code. By executing this Contract, Contractor certifies that it is 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 Contractor will comply with such provisions before commencing the performance of the Work under this Contract.

22. CAL/OSHA PERMIT COMPLIANCE. Contractor shall comply with Section 6500 of the Labor Code and shall obtain all required permits prior to the initiation of any work, method, operation or process that involves: (i) construction of trenches or excavations that are five feet (5') or deeper and into which a person is required to descend; (ii) the construction of any building, structure, falsework, or scaffolding more than three (3) stories high or the equivalent height; (iii) the demolition of any building, structure, falsework, or scaffold more than three (3) stories high or the equivalent height; or (iv) the underground use of diesel engines in work in mines and tunnels.

23. CONTRACTOR'S LICENSE REQUIREMENTS. Contractor and any approved subcontractors shall hold such current and valid Contractor's Licenses as required by California Law, including the DIR contractor and subcontractor registration requirements set forth in Labor Code Section 1725. The licenses required to perform the Work shall include any and all license classification(s) required by law as necessary for the contracted Work.

24. PUBLIC WORKS DIR REGISTRATION. Contractor, and all subcontractors, must be

registered with the California Department of Industrial Relations pursuant to Labor Code Section 1725.5. This Contract is subject to monitoring and enforcement by the DIR pursuant to Labor Code Section 1771.4. Contractor shall furnish the records specified in Labor Code Section 1776 directly to the Labor Commissioner on a monthly basis, and in a format prescribed by the Labor Commissioner.

25. LABOR CODE REQUIREMENTS. In the performance of this Contract, Contractor's attention is directed to the following requirements of the Labor Code:

A. Hours of Labor. Eight hours labor constitutes a legal day's work. Contractor shall forfeit, as penalty to Authority, $25 for each worker employed in the performance of the Contract by Contractor or by any subcontractor under it for each calendar day during which such worker is required or permitted to work more than eight hours in any one day and 40 hours in any one calendar week in violation of the provisions of the California Labor Code and in particular, Sections 1810 to 1815, inclusive. Work performed by employees of the Contractor in excess of eight hours per day and 40 hours during any one week shall be permitted upon compensation for all hours worked in excess of eight hours per day at not less than one-and-one-half times the basic rate of pay, as provided in Section 1815.

B. Prevailing Wages. Contractor shall comply with California Labor Code Sections 1770 to 1780, inclusive. In accordance with Section 1775, the Contractor shall forfeit as a penalty to Authority an amount as determined by the Labor Commissioner not to exceed $200 for each calendar day or portion thereof for each worker paid less than stipulated prevailing wage rates for such work or craft in which such worker is employed for any work done under the contract by him or by any subcontractor under it in violation of the revisions of the Labor Code and in particular, Labor Code Sections 1770 to 1780, inclusive. In addition to said penalty and pursuant to Section 1775, the difference between such stipulated prevailing wage rates and the amount paid to each worker for each calendar day or portion thereof for which each worker was paid less than the stipulated prevailing wage rate shall be paid to each worker by Contractor. Pursuant to the provisions of Section 1773 of the Labor Code, the Authority has obtained the general prevailing rate of per diem wages and the general prevailing rate for holiday and overtime work applicable to the work to be done from the Director of the Department of Industrial Relations. Copies of the prevailing wage rates are on file at the Authority and are available for review upon request.

C. Payroll Records. The Contractor's attention is directed to the following provisions of Labor Code Section 1776. The Contractor shall be responsible for the compliance with these provisions by his subcontractors.

(a) Each contractor and 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 him or her in connection with the public work.

(b) The payroll records enumerated under subdivision (a) shall be certified and shall be available for inspection at all reasonable hours at the principal office of the Contractor on the following basis:

(i) A certified copy of an employee's payroll record shall be made available for inspection

or furnished to such employee or his or her authorized representative on request.
(ii) A certified copy of all payroll records enumerated in subdivision (a) shall be made available for inspection or furnished upon request to the Authority, the Division of Labor Standards Enforcement of the Department of Industrial Relations.

(iii)A certified copy of all payroll records enumerated in subdivision (a) shall be made available upon request to the public for inspection or copies thereof made; provided, however, that a request by the public shall be made through either the Authority, the Division of Apprenticeship Standards or the Division of Labor Standards Enforcement. If the requested payroll records have not been provided pursuant to paragraph (2), the requesting party shall, prior to being provided the records, reimburse the costs of preparation by the Contractor, subcontractor and the entity through which the request was made. The public shall not be given access to such records at the principal office of the Contractor.

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

(d) The Contractor shall file a certified copy of the records enumerated in subdivision (a) with the entity that requested such records within ten (10) days after receipt of a written request.

(e) Any copy of records made available for inspection as copies and furnished upon request to the public or the Authority, 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 the Contractor shall not be marked or obliterated.

(f) The Contractor shall inform the Authority of the location of records enumerated under subdivision (a), including the street address, city and county, and shall, within five working days, provide a notice of a change of location and address.

(g) In the event of noncompliance with the requirements of this Section, the Contractor shall have ten (10) days in which to comply subsequent to receipt of written notice specifying in what respects such contractor must comply with this Section. Should noncompliance still be evident after such 10-day period, the Contractor shall, as a penalty the State or the Authority, forfeit Twenty-five Dollars ($25) for each calendar day, or portion thereof, for each worker, until strict compliance is effectuated. Upon the request of the Division of Apprenticeship Standards or the Division of Labor Standards Enforcement, such penalties shall be withheld from progress payments then due. The penalties specified in subdivision (g) of Labor Code Section 1776 for noncompliance with the provisions of said Section 1776 may be deducted from any monies due or which may become due to the Contractor.

(h) The Contractor and each subcontractor shall preserve their payroll records for a period of three (3) years from the date of completion of the Contract.

D. Labor Non-discrimination. Attention is directed to Section 1735 of the Labor Code which provides that Contractor shall not discriminate against any employee or applicant for employment because of race, religious creed, color, national origin, ancestry, physical disability, mental disability, medical condition, genetic information, marital status, sex, gender, gender identity, gender expression, age, sexual orientation, or military and veteran status of

any person, except as provided in Section 12940 of the Government Code. Contractor further agrees to include a similar provision in all subcontracts, except subcontracts for standard commercial supplies or raw materials.

E. Apprentices. The Contractor and all subcontractors shall comply with the requirements of California Labor Code sections 1777.5, 1777.6 and 1777.7 regarding the employment of apprentices.

26. SECURITIES IN LIEU OF RETENTION. Pursuant to Public Contract Code Section 22300, Contractor may elect, in lieu of having progress payments retained by Authority, to deposit in escrow with Authority, or with a bank acceptable to Authority, securities eligible for investment under Government Code Section 16430, bank or savings and loan certificates of deposit, interest bearing demand deposit accounts, standby letters of credit, or any other security mutually agreed to by Contractor and Authority. If Contractor elects to submit securities in lieu of having progress payments retained by Authority, Contractor shall, at the request of any subcontractor performing more than five percent (5%) of Contractor's total bid, make the same option available to the subcontractor.

27. RETENTION ON PROGRESS PAYMENTS. Authority may deduct and hold in retention five percent (5%) from each progress payment to Contractor for Work, or portion thereof, in accordance with Public Contract Code Sections 9203 and 7201(b). The remainder, less any other deductions taken in accordance with this Contract, will be paid to Contractor as progress payments. Retention shall be released within sixty (60) days after the date of completion of the Work under the applicable task order, subject to the Authority's right to withhold amounts as permitted by law.

28~~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.

29~~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.

30~~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.

31~~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.

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 *****

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

Commented [DG1]: This appears to be an older version of a performance bond. I believe SVCW has been using the more current performance bond that we recommend that was developed by the University of California with two separate numbered remedy options in the bond. I suggest inserting that bond form here.

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 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 *****

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

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:

- The insured scheduled above includes the Insured's officers, officials, partners, employees agents and consultants.

- 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.

- 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.

- 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.

- 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.

. 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.

. 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).

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

SECTION 00 62 16.12

AUTOMOBILE LIABILITY INSURANCE ENDORSEMENT

AUTOMOBILE LIABILITY SPECIAL ENDORSEMENT FOR _____ (Entity)			**SUBMIT IN DUPLICATE**	
			ENDORSEMENT NO.	ISSUE DATE (MM/DD/YY
PRODUCER Telephone	**POLICY INFORMATION:** Insurance Company: Policy No.: Policy Period: (from) (to) LOSS ADJUSTMENT EXPENSE ☐ Included in Limits ☐ In Addition to Limits			
	☐ Deductible ☐ Self-Insured Retention (check which) of $ _____			
NAMED INSURED	**APPLICABILITY**. This insurance pertains to the operation and/or tenancy of the named insured under all written agreements and permits in force with the Entity unless checked here ☐ in which case only the following specific agreements and permits with the Entity are covered: CITY AGREEMENTS/PERMITS			
TYPE OF INSURANCE	**OTHER PROVISIONS**			
☐ COMMERCIAL AUTO POLICY ☐ BUSINESS AUTO POLICY ☐ OTHER _____				
LIMITS OF LIABILITY	**CLAIMS**: Underwriter's representative for claims pursuant to this insurance. Name: _____ Address:_____ Telephone: ( )			
$ _____ per accident, for bodily injury and property damage				

In consideration of the premium charge and notwithstanding any inconsistent statement in the policy to which this endorsement is attached or any endorsement now or hereafter attached thereto, it is agreed as follows:

1. INSURED. The Authority, 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 are included as additional insureds with regard to damages and defense of claims arising from ownership, operation, maintenance, use, loading or unloading of any auto owned, leased, hired or borrowed by the Named Insured, regardless of whether liability is attributable to the Named Insured or a combination of the Named Insured and 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 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	
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.	**AUTHORIZED REPRESENTATIVE** ☐ Broker/Agent ☐ Underwriter ☐_____ 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. Signature_____ (*original signature required)* Telephone: ( ) Date Signed _____

Note: ORGANIZATION or ENTITY on this form shall refer to SILICON VALLEY CLEAN WATER (SVCW, or the AUTHORITY)

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

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 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 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 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, 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.

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

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

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:
_____
_____
_____

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 Contact 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

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

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

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

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 be 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 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 QUANTITITIES

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

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.

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

*****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'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, 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 10.3.1 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 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 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.

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

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

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

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 ~~DRAWIGNS~~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 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 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.

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

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

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 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 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 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

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

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.

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.

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 *****

DIVISION 2 THROUGH 17

Technical Specifications

Insert as Required

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

APPENDIX 1

NOT USED

SECTION 09 90 00

PAINTS AND COATING

1.0 GENERAL

1.1 SUMMARY

A. Section Includes:
   1. Architectural coatings.
   2. High performance atmospheric coatings.
   3. Immersion grade linings.
   4. Industrial floor coatings.
   5. Secondary containment coatings.
   6. Surface preparation requirements.
   7. Schedule of coating systems for use on all interior, exterior, and submerged substrates within the SVCW Facility.

B. Related Sections:
   1. Section 01 33 23, **SHOP DRAWINGS PRODUCT DATA AND SAMPLES**, for Submittal Procedures

NOTE TO SPECIFICATION PREPARER: Insert Specification Section Numbers and Section Titles (conform Section Numbers to Technical Specification Sections Used) below. Delete this note during specification development.

   2. Section 03000, **SECTION TITLE**, Concrete Finishing and Repair of Surface Defects
   3. Section 04220, **SECTION TITLE**, for Concrete Masonry
   4. Section 05500, **SECTION TITLE**, for Metal Fabrication
   5. Section 01100, **SECTION TITLE**, for Equipment Identification
   6. Section 09000, **SECTION TITLE**, for Shop Priming

1.2 REFERENCES

A. The Society for Protective Coatings (SSPC)
   1. SSPC-SP 1 - Solvent Cleaning.
   2. SSPC-SP 2 - Hand Tool Cleaning.
   3. SSPC-SP 3 - Power Tool Cleaning.
   4. SSPC-SP 5 / NACE 1 – White Metal Blast Cleaning
   5. SSPC-SP 6 / NACE 3 – Commercial Blast Cleaning
   6. SSPC-SP 7 – Brush off Blast Cleaning
   7. SSPC-SP 10 / NACE 2 – Near White Metal Blast Cleaning

8. SSPC-SP 11 – Machine Tool Cleaning to Bare Metal
9. SPSC-SP 12 / NACE 5 – Waterjet Cleaning
10. SSPC-SP 13 / NACE 6 - Surface Preparation for Concrete.
11. SSPC-PA1 – Best Practices for Paints and Coatings Application
12. SSPC Guide 11 - Stripe Coating
13. SSCP-PA2 – Measurement of Dry Coating Thickness with Magnetic Gages

B. NACE International (NACE)
1. SP0178 – Design, Fabrication, and Surface Finish Practices for Tanks and Vessels to Be Lined for Immersion Service.
2. SP0188-06 – Discontinuity (Holiday) Testing of Protective Coatings

C. International Concrete Repair Institute (ICRI)
1. 310.2 – Surface Preparation for Concrete
2. CSP – Concrete Surface Profile

D. US Environmental Agency (EPA)
1. Method 24 – Surface Coatings

E. South Coast Air Quality Management District (SCAQMD)
1. RULE 1113 7/1/2008

F. Bay Area Air Quality Management District (BAAQMD)

G. ASTM International (ASTM)
1. D4258, Standard Practice for Surface Cleaning Concrete for Coating
2. D4259, Standard Practices Chan for Abrading Concrete
3. D4261, Standard Practice for Surface Cleaning Concrete Unit Masonry for Coating.
4. D4262, Standard Test Method for pH of Chemically Cleaned or Etched Concrete Surfaces
5. D4263, Standard Test Method for Indicating Moisture in Concrete by the Plastic Sheet Method
6. D4541, Standard Test Method for Pull-off Strength of Coatings Using Portable Adhesion Testers.
7. D16 – Standard Terminology for Paint, Related Coatings, Materials, and Applications

H. E84, Standard Test Method for Surface Burning Characteristics of Building Materials.

I. National Association of Pipe Fabricators (NAPF)
1. 500-03-04 Abrasive Blast Cleaning for Ductile Iron Pipe
2. 500-03-04 Abrasive Blast Cleaning for Ductile Iron Fittings

J. International Organization for Standardization (ISO)
1. 8502-3, Preparation of steel substrates before application of paints and related products

1.3 DEFINITIONS

A. Substrate Identification
1. AL: Aluminum

2. C: Concrete
3. CMU: Concrete Masonry Units
4. G: Gypsum Board
5. GAL: Galvanized Metal
6. W: Wood

B. Service Condition Identification
1. A: Atmospheric: Any surface, indoors or outdoors, that is exposed to the atmosphere.
2. C: Corrosive: pH range 5 – 9: Atmospheric or submerged exposure to corrosive, caustic or acidic agent, chemicals, chemical fumes, chemical mixture or solutions where the pH is 5 – 9.
3. F: Fumes: Gas, Smoke, or Vapor; irritating, or offensive
4. HC: High Corrosive: pH range below 4 or above 10: Atmospheric or submerged exposure to corrosive, caustic or acidic agent, chemicals, chemical fumes, chemical mixture or solutions where the pH is below 4 or above 10.
5. SC: Secondary Containment, 72 Hour Immersion: Substrate will be continually immersed for 72 hours in a chemical solution
6. NC: Non Corrosive: Atmospheric or submerged exposure to corrosive, caustic or acidic agent, chemicals, chemical fumes, chemical mixture or solutions where the associated exposures are relatively neutral or benign.
7. ND: Normally Dry: Substrate is exposed to moisture from environmental conditions but remains dry more than 75% of its service life.
8. NW: Normally Wet: Substrate is exposed to moisture from environmental conditions but remains dry less than 75% of its service life.
9. S: Submerged: Substrate is continually immersed in an aqueous solution.
10. UV: Ultraviolet: Substrate is exposed to ultraviolet sunlight.

1.4 SUBMITTALS

A. Submit all required documentation noted herein under provisions of Section 01 33 23, **SHOP DRAWINGS PRODUCT DATA AND SAMPLES**

B. Product Data: Manufacturer's data sheets on each paint and coating product should include:
1. Product characteristics and coating Manufacturer's guidelines and recommendations for surface preparation, painting, drying, curing, handling, shipping, and storage of painted structural steel
2. Surface preparation requirements.
3. Storage and handling requirements and recommendations
4. Application methods
5. Volatile Organic Compounds (VOC) compliance
6. Safety Data Sheets (SDS)

C. Contractor Work Plan

1. The Contractor shall supply the Construction Manager with a plan of work. The work plan should detail but is not limited to the following items:
    a. Proposed methods of surface preparation, including containment, collection, and disposal of related debris, rinse water, or trash.
    b. Proposed methods and equipment to be used for paint application, including containment, collection, and disposal of related debris, rinse water, or trash.
    c. Proposed methods for maintaining proper environmental conditions during surface preparation, application, and curing cycles of the coating materials.
    d. Propose methods for maintaining a safe and secure jobsite during work activity.
    e. Proposed methods to protect coating during curing, shipping, handling, and storage.
    f. Proposed methods for storing materials.
    g. Proposed methods and examples of daily reports of Contractor work progress.
    h. Proposed methods for maintaining a clean and safe work site.
    i. Potential hazards, work processes, scheduling conflicts or other planning items which would hinder successful and timely completion of the Project.

D. Coating System Plan
1. Provide in the submittal the following:
    a. Proposed coating system for each space or substrate identified on the plans, drawings, or finish schedule.
    b. Proposed surface preparation standard and proposed methods to achieve standard for each space or substrate identified on the plans, drawings, or finish schedule.

E. Selection Samples: Submit a complete set of color chips that represent the full range of manufactures color samples available.

F. Verification Samples: For each finish product specified, submit samples that represent actual product, color, and sheen.

G. Mock Up Samples
1. Provide a mock-up sample if required by the Contract Documents.
2. Do not proceed with remaining work until the mock-up samples are approved by the Construction Manager.

1.5 QUALITY ASSURANCE

A. Quality assurance procedures and practices shall be utilized to monitor all phases of surface preparation, application of coatings, and inspection throughout duration of Project.
1. Procedures or practices not specifically defined in the Specifications may be utilized, provided they meet recognized and acceptable professional standards and are accepted by the Construction Manager.

2. Services of coating Manufacturer's representative: Arrange for coating Manufacturer's representative to attend preconstruction conferences and make periodic visits at the construction site to provide consultation and inspection services during surface preparation work and application of coatings.

B. Pre-Installation Conference
   1. The Contractor, the installation Subcontractor, and the lining system Manufacturer's representative shall meet on site with the Construction Manager to discuss Project coating requirements. Particular emphasis shall be placed on the Specifications, safety, weather conditions, surface preparation, material application, and inspection.
   2. The Contractor shall submit to the Construction Manager any revisions or changes agreed upon, reasons thereof, and parties agreeing or disagreeing with them.

C. Coating Manufacturer's authorized representative shall provide written statement attesting that the applicator has been instructed on proper preparation, mixing and application procedures for coatings specified.

D. Applicators shall have a minimum of five (5) years of experience in application of similar products on similar project.
   1. Provide references for minimum of three different projects completed in last five years with similar scope of work.
   2. Include name and address of project, size, and scope of work.

E. Applicators shall possess current SSPC-QP certifications as required by the Authority/Construction Manager.

F. Surface Preparation: Preparation of all surfaces and application of coatings specified in this Section shall be in strict accordance with coating Manufacturer's instructions as supplemented by these Specifications.

G. Coating Application: Apply coatings in strict accordance with Manufacturer's material data sheets with particular attention to curing and drying times and temperatures.
   1. Substrate Conditions: Do not proceed with work until substrate preparation and tolerances have been approved by the Construction Manager, chemical resistant system Manufacturer's representative, the approved installation Subcontractor, and the Contractor.
   2. Apply no coating when surrounding air temperature of surface to be coated is below minimum temperature allowed by Manufacturer's recommendations for coating application or when it is expected that air temperature will drop below the minimum temperature within 8 hours after coating application.
   3. Apply no coating when surrounding air temperature is forecasted to be less than 5 degrees Fahrenheit above dew point at the time of application or within 8 hours after coating application.
   4. Apply no coating to all substrates which are 5 degrees Fahrenheit below air temperature or which is at a temperature over 125 degrees Fahrenheit, nor shall coating be applied to steel which is at a temperature that will cause blistering or porosity or otherwise will be detrimental to the life of the coating.

5. No coating shall be applied to wet or damp surfaces or in rain, snow, fog, or mist.
6. Coating shall not be applied on frosted or ice-coated surfaces.
7. Dew point shall be measured by use of an instrument such as a Sling Psychrometer in conjunction with U.S. Department of Commerce Weather Bureau Psychometric Tables or equivalent.
8. Exterior surfaces: If above conditions are prevalent, coating application shall be delayed or postponed until conditions are favorable. Complete day's coating application time to permit coating sufficient drying time prior to damage by atmospheric conditions.
9. Interior surfaces: If above conditions are prevalent, Contractor shall provide fans, dust collectors, heaters, and dehumidification equipment as necessary to provide suitable conditions for application and curing of coating products in strict accordance with coating Manufacturer's instructions.

H. Inspection of Dry Film Thickness: Thickness of coatings shall be checked with a nondestructive, magnetic-type thickness gauge.
1. Ensure all dry film thickness requirements as specified have been met. DFT readings shall be performed at or above the frequency specified in SSPC-PA2. Meet the minimum requirements for SSPC-PA2.
2. Use an instrument such as a Tooke Gauge if a destructive tester is deemed necessary.
3. Test coating integrity of all surfaces with an approved inspection device.
4. Holiday detection testing: Shall be accomplished over 100 percent of coated surfaces, and in strict accordance with NACE SP0188.
5. For "high voltage" holiday inspection equipment used to inspect film thickness between 20 -50 mils adjusted voltage shall not exceed voltage recommended by Manufacturer of coating system.
6. For "wet sponge" holiday inspection equipment used to inspect film thickness between 8 and 10 mils, add a non-sudsing type wetting agent to water prior to wetting detector sponge.
7. No pinholes or other irregularities will be permitted in final coating.

I. Inspection Testing Devices: Provide the following testing devices to be jointly used on this project by Contractor and Construction Manager. Devices shall remain property of Contractor during and after Project.
1. Surface profile Comparator or Testex Tape to measure surface profile prior to coating application.
2. Psychrometer and psychometric tables or charts for humidity/dew point determination
3. Dry film thickness gauge and calibration blocks for coating thickness testing.
4. Wet film thickness gauge for coating thickness testing.
5. 10 times magnifier for examination
6. Holiday detector and associated equipment for coating defect determination.
7. Combustible gas analyzer (sniffer) for safety.

J. Documentation: Provide daily reports of all coating activity on site to the Construction Manager on Friday at the end of each week that coating work is performed.
   1. Document sample shall be approved by the Construction Manager prior to reporting.
   2. All documentation shall be delivered electronically to the Construction Manager upon completion of the Project.
   3. Documentation should be consistent with inspection reports utilized by NACE certified inspectors.

1.6 DELIVERY, STORAGE, AND HANDLING

A. Delivery: Deliver Manufacturer's unopened containers to the work site. Packaging shall bear the manufactures name, label, and the following list of information:
   1. Product name, type (description)
   2. Application & use instructions
   3. Surface preparation
   4. VOC content: for two component products, provide mixed VOC in g/L
   5. Environmental issues
   6. Batch date
   7. Color number
B. Storage: Store and dispose of solvent-based materials, and materials used with solvent-based materials, in accordance with requirements of local authorities having jurisdiction.
   1. Store materials in an area that is within the acceptable temperature range, per Manufacturer’s instructions. Protect from freezing.
C. Handling: Maintain a clean, dry storage area, to prevent contamination or damage to the coatings.

1.7 PROJECT CONDITIONS

A. Maintain acceptable environmental conditions during surface preparation, application, and curing of installed coating system.
   1. Temperature, humidity, and ventilation must be within limits recommended by Manufacturer for optimum results. Do not apply coatings under environmental conditions outside Manufacturer's absolute limits.
B. Dehumidification and heating for coating of immersion environments shall be effectively designed and used when needed to maintain proper environmental conditions for proper surface preparation, coatings application, and curing of the installed coating.
C. Heating equipment including electric, indirect combustion, indirect fired, or steam coil methods may be used. Direct fired propane heaters shall not be used during surface preparation, application and curing of the coating.

1. Heating equipment shall be intrinsically safe or deemed safe by safety personnel prior to use on the job site.
2. All paints, coatings and operating equipment (Compressors) shall be placed in secondary containment.

2.0 **PRODUCTS**

2.1 MANUFACTURERS

A. Acceptable Manufacturer: The Sherwin-Williams Company,101 Prospect Avenue NW, Cleveland, OH 44115, www.sherwin-williams.com
B. Substitutions: Requests for substitutions will be considered in accordance with provisions of Section 01 33 23-7.0, **MATERIAL AND EQUIPMENT SUBSTITUTIONS**
C. When submitting request for substitution, provide complete product data specified above under Submittals, for each substitute product.

2.2 APPROVED PRODUCTS

NOTE TO SPECIFICATION PREPARER: For Section 2.2, APPROVED PRODUCTS, only include products applicable to the Project and remove the others which are not needed. Delete this note during specification development.

A. Primers
   1. Acrylic Bonding Primer
      a. Sherwin Williams Adhesion Primer
   2. Acrylic Latex Gypsum, Plaster, PVA Primer Sealer
      a. Sherwin Williams ProMar 200 Zero VOC
   3. Acrylic Metal Primer: Ferrous and Non Ferrous
      a. Sherwin Williams ProCryl Primer, B66 Series
   4. Acrylic Masonry Primer
      a. Sherwin Williams Loxon Concrete Masonry Primer, A24 Series
   5. Block Filler Acrylic
      a. Sherwin Williams Preprite Block Filler, B25 Series
   6. Block Filler Epoxy
      a. Sherwin Williams Kem Cati Coat HS, B42 Series
   7. Epoxy Primer: Hold Primer: Metal and Concrete
      a. Sherwin Williams Copoxy Primer, B62 Series
   8. Epoxy Primer: Metal, Concrete, Multipurpose
      a. Sherwin Williams Macropoxy 646, B58 Series
   9. Epoxy Primer: Concrete Containment or Immersion
      a. Sherwin Williams Corobond 100 Epoxy Primer, B58 Series
   10. Epoxy Primer: Concrete Floor Existing Coating
      a. Sherwin Williams GP3504 High Solids Epoxy Primer
   11. Epoxy Primer: Concrete Floor New

    a. Sherwin Williams GP3504 High Solids Epoxy Primer
  12. Epoxy Primer: Concrete Sealer
    a. Sherwin Williams GP3477 WB Epoxy Primer
A. Intermediate and Finishes
  1. Acrylic Latex Exterior Finish, (Flat, Satin, S/G, Gloss)
    a. Sherwin Williams A-100 Exterior Latex, A6 or A82
  2. Acrylic Latex Interior Finish, (Flat, Eg-Shel, S/G)
    a. Sherwin Williams ProMar 200 0 VOC Latex, B20 or B30 or B31 Series
  3. Acrylic Latex Interior Trim Finish (S/G, Gloss)
    a. Sherwin Williams ProClassic Latex Finish, B21 or B31 Series
  4. Acrylic High Performance Finish (S/G, Gloss)
    a. Sherwin Williams SherCryl High Performance Acrylic, B66 Series
  5. Epoxy Multipurpose, Intermediate, Finish (S/G)
    a. Sherwin Williams Macropoxy 646, B58 Series
  6. Epoxy Floor Intermediate, Finish, Multipurpose
    a. Sherwin Williams GP3745 Self Leveling Epoxy
  7. Epoxy Floor Finish, Chemical Resistant
    a. Sherwin Williams GP3741 Novo Flo Self Leveling Epoxy
  8. Polyurethane Finish (Gloss)
    a. Sherwin Williams Hi Solids Polyurethane-250, B65J Series
  9. Polyurethane Floor Finish
    a. Sherwin Williams GP4638 HS Polyurethane
B. Specialty, Submerged
  1. Chemical Resistant Epoxy Mortar, 100% Solids
    a. Sherwin Williams Dura-Plate 5900 with Type M Mortar
  2. Chemical Resistant Epoxy Lining, 100% Solids
    a. Sherwin Williams Dura-Plate 5900
  3. Chemical Resistant Epoxy, 100% Solids, Containment
    a. Sherwin Williams Cor Cote HCR Novolac Epoxy
    b. Sherwin Williams Cor Cote HCR FF Novolac Epoxy, B62 Series
  4. Epoxy High Solids
    a. Sherwin Williams SherGlass FF Epoxy, B62 Series
  5. Epoxy Surfacing / Filller, 100% Solids
    a. Sherwin Williams Steel Seam FT910
  6. Elastomeric Polyurethane, ASTM D16
    a. Sherwin Williams SherFlex Elastomeric Polyurethane, B65 Series
  7. Mortar Surfacing / Filler, Microsilica
    a. Simpson Strong Tie, FX 472
  8. Polyester Surfacing / Filler
    a. Sherwin Williams Polyglass Putty
  9. Vinyl Ester Epoxy, 100% Solids, Styrene Free
    a. Sherwin Williams Cor Cote HCR FF Novolac Epoxy, B62 Series
  10. Urethane Slurry Cement Coating

a. Sherwin Williams GP4090 Fastop 12TC

2.3 COATING SYSTEMS

NOTE TO SPECIFICATION PREPARER: Only include coating systems applicable to the Project and remove the others which are not needed. When removing systems, indicate by placing "NOT USED" in the uses column. (Architectural coating systems are seldom required for SVCW projects). Delete this note during specification development.

System	Description	Uses	Reference Section
A1	Architectural Interior Wall Finish	All concrete, CMU, drywall or plaster wall surfaces in interior office spaces, hallways, restrooms, lounges and to areas associated with general office or commercial spaces.	2.3A1
A2	Architectural Interior Trim Finish	All ferrous metal, non-ferrous metal, wood, or items otherwise designated as trim, exposed piping, columns, joists, trusses, beams, and hollow metal door frames associated with general office or commercial spaces.	2.3A2
A3	Architectural Exterior Wall Finish	All concrete, stucco, CMU or plaster wall surfaces on exterior of building with general office or commercial spaces, both inside and outside of the wastewater treatment plant premises.	2.3A3
A4	Industrial Acrylic, Acrylic Finish	All ferrous metal, non-ferrous metal, hollow metal, ornamental metal, structural steel, columns, beams, piping, concrete, plaster, stucco, and CMU substrates in atmospheric service (Service Condition A). Coating System A4 shall be used for all exterior coating applications on the wastewater treatment plant premises where the coating system to be used is not otherwise specified in the Contract Documents.	2.3A4
A5	Industrial Epoxy, Polyurethane Finish	Not Used	2.3A5
A6	Industrial Epoxy, Epoxy, Polyurethane Finish	All ferrous metal, non-ferrous metal, hollow metal, ornamental metal, structural steel, columns, beams, piping, concrete, plaster, stucco, and CMU substrates in atmospheric service (service Condition A) exposed to UV. Included areas are exterior or interior, non-climatized areas or areas on the plant premises where corrosive or	2.3A6

		industrial type exposure is expected.	
A7	Industrial Epoxy, Epoxy Finish	All ferrous metal, non-ferrous metal, hollow metal, ornamental metal, structural steel, columns, beams, piping, concrete, plaster, stucco, and CMU substrates in atmospheric service (service Condition A) not exposed to UV. Included areas are interior, non-climatized areas or areas on the plant premises where corrosive or industrial type exposure is expected. Coating System A4 shall be used for all non-corrosive exterior coating applications and Coating System A6 used for all corrosive exterior coating applications on the wastewater treatment plant premises where the coating system to be used is not otherwise specified in the Contract Documents.	2.3A7
S1	Epoxy High Solids	All structural steel, piping, and mechanical assemblies submerged or in immersion service where the solution is considered corrosive having a pH between 5 - 9 or areas where the concentration or potential concentration of H2S gas and sulfuric acid formation is reduced.	2.3B1
S2	Epoxy Lining	All structural steel, piping, and mechanical assemblies submerged or in immersion service where the solution is considered highly corrosive having a pH less than 4 or greater than 10 or areas where the concentration or potential concentration of H2S gas and sulfuric acid formation is high.	2.3B2
S3	Epoxy Lining: Concrete	Concrete, CMU in submerged or in immersion service and to areas normally associated with wastewater service. Immersion service conditions include solutions with pH between 3 – 12, where the solution is considered highly corrosive having a pH less than 4 or greater than 10 or areas where the concentration or potential concentration of H2S gas and sulfuric acid formation exists.	2.3B3
F1	Industrial Epoxy, Chemical Resistant Finish	Floor applications where harsh chemical exposure to acids and caustics is considered likely.	2.3C1
F2	Industrial Epoxy,	Floor applications where foot traffic, cart traffic and general use is considered likely. This is the	2.3C2

	Polyurethane Finish	default floor system.	
SC1	Novolac Epoxy	Concrete in secondary containment service and to areas normally associated with industrial secondary containment service. 72 hour immersion service conditions include solutions with pH 3 – 12 or pH below 3 and above 12.	2.3D1

A=ATMOSPHERIC COATING SYSTEMS
S=SUBMERGED COATING SYSTEMS
F=FLOOR COATING SYSTEMS
SC=SECONDARY CONTAINMENT COATING SYSTEMS

NOTE TO SPECIFICATION PREPARER: Only include coating systems applicable to the Project and remove the others which are not needed. When removing systems, indicate by placing "NOT USED" in place of the system's table. Do not re-number systems. Delete this note during specification development.

A. ATMOSPHERIC COATING SYSTEMS

1. Coating System A1

Coating Step	Substrate Material	Coating Product Used	Thickness
Prime	Gypsum	ProMar 200 Zero VOC	1.7 – 2 mils
	Metal	ProCryl Primer, B66 Series	2 – 4 mils
	Masonry	Loxon Primer, A24	1.7 – 2 mils
	Previously Painted	ProMar 200 Zero VOC OR Loxon Primer, A24	1.7 – 2 mils
Intermediate	Gypsum, Metal, Masonry	ProMar 200 0 VOC Latex, B20 or B30 or B31 Series, Flat, Eg-Shel, S/G	1.7 – 2 mils
	Previously Painted	None	N/A
Finish	Gypsum, Metal, Masonry and Previously Painted	ProMar 200 0 VOC Latex, B20 or B30 or B31 Series, Safety Blue	1.7 mils

2. Coating System A2

Coating Step	Substrate Material	Coating Product Used	Thickness
Prime	Gypsum	ProMar 200 Zero VOC	1.7 – 2 mils
	Metal	ProCryl Primer, B66 Series	2 – 4 mils
	Masonry	Loxon Primer, A24	1.7 – 2 mils

	CMU	Preprite Block Filler, B25	10 – 12 mils
	Previously Painted	ProMar 200 Zero VOC OR Loxon Primer, A24	1.7 – 2 mils
Intermediate	Gypsum, Metal, Masonry, CMU	ProClassic Latex Finish, Enamel S/G, Gloss B21 or B31 Series	1.7 – 2 mils
	Previously Painted	None	N/A
Finish	Gypsum, Metal, Masonry, CMU and Previously Painted	ProClassic Latex Finish, Enamel S/G, Gloss B21 or B31 Series	1.7 – 2 mils

3. Coating System A3

Coating Step	Substrate Material	Coating Product Used	Thickness
Prime	Metal	ProCryl Primer, B66 Series	2 – 4 mils
	Smooth Masonry	Loxon Primer, A24	1.7 – 2 mils
	CMU*	Preprite Block Filler, B25	10 – 12 mils
	Previously Painted*	ProCryl Primer, B66 OR Loxon Primer	2 – 4 mils (ProCryl) OR 1.7 – 2 mils (Loxon)
Intermediate	Gypsum, Metal, Masonry, CMU	A-100 Exterior Latex, A6 or A82, Flat, Satin	1.7 – 2 mils
	Previously Painted	None	N/A
Finish	Gypsum, Metal, Masonry, CMU and Previously Painted	A100 Ext Latex Flat, Satin A6, A82	1.7 – 2 mils

*Previously painted CMU does not require the use of block filler primer.

4. Coating System A4
   a. Spot prime all exposed substrates with the designated new substrate primer.

Coating Step	Substrate Material	Coating Product Used	Thickness
Prime	Hollow Metal, PVC, CPVC	Macropoxy 646 Epoxy, B58 Series	3 – 5 mils
	Ferrous Metals, Non-Ferrous Metals	Macropoxy 646 Epoxy, B58 Series	5 – 10 mils
	Smooth Concrete*	Loxon Concrete Masonry Primer, A24 Series	1.7 mils

	Concrete and Masonry*	Kem Cati Coat HS, B42	10 – 12 mils
	CMU	Preprite Block Filler, B25	10 – 12 mils
	Previously Painted	ProCryl Primer, B66	2 – 4 mils
Intermediate	Previously Painted	None	N/A
	All Other Materials	Macropoxy 646 Epoxy, B58 Series	5 – 10 mils
Finish	All Materials	SherCryl High Performance Acrylic, B66 Series	2– 4 mils

*New concrete or masonry substrates shall be primed with epoxy block filler. Existing, previously painted concrete or masonry substrates shall be primed according to the A4 Coating System schedule.

5. Coating System A5 – Not Used
6. Coating System A6
   a. Spot prime all exposed substrates with the designated new substrate primer.

Coating Step	Substrate Material	Coating Product Used	Thickness
Prime	Hollow Metal, PVC, CPVC	Macropoxy 646 Epoxy, B58 Series	3 – 5 mils
	Ferrous Metals, Shop	Recoatable Epoxy Primer Lo VOC, B67 Series	4 – 8 mils
	Ferrous Metals, Non-Ferrous Metals	Macropoxy 646 Epoxy, B58 Series	5 – 10 mils
	Concrete and Masonry*	Kem Cati Coat HS, B42	10 – 20 mils
	CMU	Kem Cati Coat HS, B42	12 – 20 mils
	Previously Painted	Macropoxy 646 Epoxy, B58 Series	3 – 5 mils
Intermediate	Ferrous Metals, Non-Ferrous Metals	Macropoxy 646 Epoxy, B58 Series	5 – 10 mils
Finish	All Materials	Hi Solids Polyurethane 250, B65 Series	3 – 5 mils

*New concrete or masonry substrates shall be primed with epoxy block filler. Existing, previously painted concrete or masonry substrates shall be primed according to the A6 Coating System schedule.

7. Coating System A7
   a. Spot prime all exposed substrates with the designated new substrate primer.

Coating Step	Substrate Material	Coating Product Used	Thickness

Prime	Hollow Metal, PVC, CPVC	Macropoxy 646 Epoxy, B58 Series	3 – 5 mils
	Ferrous Metals, Shop	Recoatable Epoxy Primer Lo VOC, B67 Series	4 – 8 mils
	Ferrous Metals, Non-Ferrous Metals	Macropoxy 646 Epoxy, B58 Series	5 – 10 mils
	Concrete and Masonry*	Kem Cati Coat HS, B42	10 – 20 mils
	CMU	Kem Cati Coat HS, B42	12 – 20 mils
	Previously Painted	Macropoxy 646 Epoxy, B58 Series	3 – 5 mils
Finish	All Materials	Macropoxy 646 Epoxy, B58 Series	5 – 10 mils

*New concrete or masonry substrates shall be primed with epoxy block filler. Existing, previously painted concrete or masonry substrates shall be primed according to the A7 Coating System schedule.

B. SUBMERGED COATING SYSTEMS

1. Coating System S1

Coating Step	Substrate Material	Coating Product Used	Thickness
Prime	Hold Primer	Macropoxy 646 Epoxy, B58 Series	2 – 4 mils
	Ferrous Metals, Non-Ferrous Metals, Prime	SherGlass FF Epoxy, B62 Series	10 – 16 mils
	Filler/Surfacing Epoxy	Steel Seam FT910	As needed to fill bugholes
Finish	All Materials	SherGlass FF Epoxy, B62 Series	10 – 16 mils

2. Coating System S2

Coating Step	Substrate Material	Coating Product Used	Thickness
Prime	Hold Primer	Macropoxy 646 Epoxy, B58 Series	2 – 4 mils
	Joint Sealant	FX-570 / FX-571	As needed with FX Sealant Primer
	Prime	Copoxy Primer, B62 Series	2 – 4 mils
	Filler/Surfacing Epoxy	Steel Seam FT910	As needed to fill bugholes

Finish	All Materials	Dura-Plate 5900, B62 Series	30 – 40 mils

3. Coating System S3

Coating Step	Substrate Material	Coating Product Used	Thickness
Prime	Filler / Epoxy Mortar 1/8” CR	Dura-Plate 5900 with Type M Mortar, B62 Series	1/8” for high chemical resistance environment
	Filler / Epoxy Mortar 1/16”	Dura-Plate 2300	1/16” for new concrete
	Filler / Microsilica Mortar 1/8” – 2”	Fox FX262*	1/5”-2” as needed for rehabilitation of old concrete
	Joint Sealant	FX-570 / FX-571	As needed with FX Sealant Primer
	Prime	Corobond 100 Epoxy	4 – 8 mils
	Primer Option	Macropoxy 646, B58	2 – 4 mils
Finish	All Other Materials	Dura-Plate 5900, B62 Series	80 – 125 mils

*Repair of deteriorated concrete shall follow approved manufacturer's requirements for surface preparation and installation of repair materials

C. FLOOR COATING SYSTEMS

1. Coating System F1

Coating Step	Substrate Material	Coating Product Used	Thickness
Prime	Filler / Surfacing Epoxy	GP3561	With aggregate as needed to fill damaged pits
	Joint Sealant	FX-570 / FX-571	As needed
	Prime: Existing	GP3504 High Solids Epoxy Primer	6 - 8 mils
	Prime: New	GP3579 Standard Primer	6 – 8 mils
	New Concrete	GP3579	8 – 10 mils
	Previously Coated	GP3504	6 – 10 mils
	Broadcast: Heavy Non Skid	30 mesh clean silica sand into wet film of primer	N/A

	Broadcast: Heavy Non Skid	60 mesh clean silica sand into wet film of primer	N/A
Intermediate	All Materials	Grout Coat, GP 3741 Novo Flo Self Leveling Epoxy	10 – 20 mils
Finish	All Materials	GP3741 Novo Flo Self Leveling Epoxy	10 – 20 mils

2. Coating System F2

Coating Step	Substrate Material	Coating Product Used	Thickness
Prime	Filler / Surfacing Epoxy	GP3561	As needed to fill damaged pits
	Joint Sealant	Stampede 2SL	As needed
	Prime: Existing	GP3504 High Solids Epoxy Primer	4 - 8 mils
	Prime: New	GP3579 Standard Primer	6 – 8 mils
	New Concrete	GP3579	8 – 10 mils
	Previously Coated	GP3504	6 – 10 mils
	Broadcast: Heavy Non Skid	30 mesh clean silica sand into wet film of primer	N/A
	Broadcast: Heavy Non Skid	60 mesh clean silica sand into wet film of primer	N/A
Intermediate	All Materials	GP3745 Self Leveling Epoxy	10 – 20 mils
Finish	All Materials	GP4638 HS Polyurethane	2 – 4 mils

D. SECONDARY CONTAINMENT COATING SYSTEMS

1. Coating System SC1

NOTE TO SPECIFICATION DEVELOPER: There are two Options provided for Coating System SC1, Option A or B. Only one option should be used, the other should be deleted. The Designer is to determine which option below is most applicable to project requirements and material conditions. After choosing appropriate option remove shading and the "Option" heading. Delete this note during specification development.

OPTION A:

Coating Step	Substrate Material	Coating Product Used	Thickness
Prime	Filler / Surfacing Epoxy	Steel Seam FT910	As needed to fill damaged pits, bugholes

	Filler / Epoxy Mortar 1/16” and New Concrete	Dura-Plate 2300	1/16”
	Joint Sealant	FX-570 / FX-571	As needed
	Prime: Existing	Macropoxy 646 Epoxy, B58 Series	4 - 8 mils
	Prime: New	Corobond 100 Epoxy Primer, B58 Series	4 – 8 mils
	Previously Coated	Macropoxy 646 Epoxy, B58 Series	6 – 10 mils
	Broadcast: Heavy Non Skid	30 mesh clean silica sand into wet film of primer	N/A
	Broadcast: Heavy Non Skid	60 mesh clean silica sand into wet film of primer	N/A
Intermediate	Previously Coated Surface Where Original Coat Isn’t Fully Removed	None	N/A
	All Other Materials	Cor Cote HCR FF Novolac Epoxy, B62 Series	15 – 20 mils
Finish	All Materials	Cor Cote HCR FF Novolac Epoxy, B62 Series	15 – 20 mils

OPTION B:

Coating Step	Substrate Material	Coating Product Used	Thickness
Prime	Filler/Surfacing Epoxy	Steel Seam FT 910	As needed to fill damaged pit, bugholes or cracks
	Joint Sealant	FX-570/FX-571	As needed
	New Concrete	Corobond 100 Epoxy Primer, B58 Series then Broadcast Heavy Non-Skid 30 mesh	4 - 8 mils
	Previously Coated	Macropoxy 646 Epoxy, B58 Series then Broadcast Light Non-Skid 60 mesh	4 – 8 mils
Intermediate #1 (Mortar)	New Concrete	Cor Cote HP with Type Mortar, B62 Series	65 mils
	Previously Painted	None	N/A

Intermediate #2 (Laminate)	New Concrete	Cor Cote HP with 1.5 oz. Fiberglass Mar, B62 Series	20 – 30 mils
	Previously Coated	None	N/A
Intermediate #3	New Concrete	Cor Cote HCR FF Novolac Epoxy, B62 Series	15 – 20 Mils
	Previously Coated	None	N/A
Finish	All Materials	Cor Cote HCR FF Novolac Epoxy, B62 Series	15 – 20 Mils

3.0 **EXECUTION**

NOTE TO SPECIFICATION PREPARER: The information in Section 3.0 EXECUTION is not project-specific and should be carefully edited for each project's coating needs. Delete this note during specification development.

3.1 SCOPE

A. All structures within said facility shall be prepared and coated per the schedule listed in Section 09 90 00-3.3, SCHEDULE OF PAINTED SURFACES and Section 09 90 00-3.4, INSTALLATION.

B. General Exposed Surfaces to be Coated Include:
   1. All concrete, conduit, ducting, or metal surfaces exposed to a corrosive atmosphere.
   2. Piping, pip supports, valves, fittings, and hydrants.
   3. Ductwork and supports.
   4. Electrical boxes or panels adjacent to a painted surface.
   5. Miscellaneous ferrous metal.
   6. Hollow Metal Doors and Frames
   7. Pipe bollards
   8. Structural steel
   9. Exposed wood
   10. Exposed stucco
   11. Copper and brass surfaces
   12. Gypsum Board
   13. Concrete Walls
   14. Secondary Containment
   15. Submerged Concrete Items
   16. Concrete Tanks
   17. CMU Walls
   18. Steel Tanks Interior and Exterior
   19. Gypsum Wallboard
   20. Concrete Floors
   21. Aluminum in contact with concrete.

C. General Surfaces not to be Coated Include:
   1. Electrical panels when not adjacent to a painted surface.
   2. Stainless steel items.
   3. Fiberglass surfaces.
   4. Prefinished metal such as Kynar coated.

3.2 SURFACE PREPARATION

A. General:
   1. The surface of all substrates must be dry and in sound condition. Remove oil, dust, dirt, loose rust, peeling paint or other contamination to ensure good adhesion.
      a. Remove incompatible primers and reprime substrate with compatible primers or apply a tie coat, as required, to protect the coating system indicated.
      b. Previously coated surfaces shall be identified and existing coating type confirmed. In the event that the existing coating cannot be confirmed consult with the Manufacturer on tie coat alternative solutions.
   2. Follow all surface preparation guidelines for new construction. In the event of a discrepancy the more effective surface preparation method shall be used.
   3. Verify that the atmospheric conditions are within the acceptable temperature, humidity and sun exposure limits.
      a. The Contractor shall be responsible for providing all equipment required to achieve and maintain acceptable conditions for surface preparation activities in the event that atmospheric conditions are unacceptable for the work to be performed.
   4. Adhere to Manufacturer's recoat time surface preparation requirements.
      a. Surfaces exhibiting rust bloom, moisture weeping, or any other deleterious condition shall be sufficiently repaired prior to the application of coating or lining system. Repair methods include necessary means to meet original specification requirements, including abrasive blasting as needed.
   5. Remove any residual dusting or light surface contamination from prepared surfaces prior to the application of the coating system.
   6. Install coating systems to only properly prepared surfaces.
   7. Protect all surfaces not being coated from any damage due to surface preparation work process.
   8. Before assembly, perform all surface preparation and coating for all items that will be inaccessible after assembly.
   9. Remove mildew before coating by washing with a solution of 1 part liquid household bleach and 3 parts of warm water. Apply the solution and scrub the mildewed area. Allow the solution to remain on the surface for 10 minutes. Rinse thoroughly with clean water and allow the surface to dry a minimum of 48 hours before coating. Wear protective glasses or goggles, waterproof gloves, and protective clothing. Quickly wash off any of the mixture that comes in contact with your skin. Do not add detergents or ammonia to the bleach/water solution.

B. For preparation of new surfaces refer to Section 09 90 00-3.3, SCHEDULE OF PAINTED SURFACES
C. Preparation of All Existing Surfaces
   1. When necessary, apply approved bonding primer to previously painted surfaces in lieu of substrate primer.
   2. Clean all previously coated surfaces to remove dirt, greases, solutions, and any foreign contaminants per SSPC-SP1.
      a. Cleaning agent shall be biodegradable, highly concentrated, water reducible, alkaline detergent blend.
      b. Cleaned surfaces shall be properly rinsed to remove all cleaners and contaminants.
   3. Previously coated surfaces shall be completely abraded. Existing coatings shall be sufficiently abraded and deglossed and profiled for application of prime coats.
   4. Exposed or corroded substrates shall be mechanically cleaned to remove all corrosion or deteriorated material.
      a. Surface preparation requirements of corresponding deteriorated substrate shall be achieved according to original substrate surface preparation for architectural or high performance coatings.
      b. Sand and feather edge a smooth transition from existing coatings and exposed substrate such that damaged area are not visible from a distance of two (2) feet.
   5. Confirm proper surface preparation for existing coatings and deteriorated substrates has been achieved.
   6. Proceed only when proper conditions for substrate preparation are met.
   7. Ensure prime coat used in over coating existing material is suitable for the intended use and will provide adequate adhesion to the existing material.
   8. Over coating existing coating systems for immersion or submerged conditions shall be made in strict accordance with the coating Manufacturer's printed instructions.
      a. Coating Manufacturer will provide in writing specific steps required to achieve proper adhesion and performance of overcoat system.

3.3 SCHEDULE OF PAINTED SURFACES

A. General:
   1. All items, except stainless steel and aluminum, not specifically listed in Section 09 90 00-3.3D, SCHEDULE OF PAINTED SURFACES or Section 09 90 00-3.8, FINISH LEGEND shall receive a coating system consistent with the uses, environments, services and materials described in section 09 90 00-2.3, COATING SYSTEMS and the corresponding substrate as indicated.
   2. Any discrepancy in the drawings or Section 09 90 00-3.8, FINISH LEGEND will default to the uses, environments, services and materials in Section 09 90 00-3.3, SCHEDULE OF PAINTED SURFACES and the corresponding surface preparation requirements.
   3. All substrates shall require finish painting unless specifically noted otherwise.

4. Final locations, color and sheen shall be according to the supplied finish legend.

B. Exposure Definitions:
   1. Architectural Exposures: Interior, Non Corrosive, Normally Dry, No Direct Exposure to UV, Climate Controlled Environment.
   2. Atmospheric Exposures: Exterior, Corrosive, Non Corrosive, Normally Dry, Exposure to UV, Non-Climate Controlled Exposure
   3. Atmospheric Exposures: Interior, Corrosive, Normally Dry, No Exposure to UV
   4. Submerged Exposures: Corrosive pH 5-9
   5. Submerged Exposures: High Corrosive pH below 4 or above 10
   6. Floors: Corrosive pH 4-10, High Corrosive pH below 4 or above 10

C. Items Included:
   1. Concrete: Walls & Ceilings, Poured Concrete, Precast Concrete, Unglazed Brick, Cement Board, Tilt-Up, Cast-In-Place including Plaster walls and Ceilings; Floors that require F1 or F2 coating systems.
   2. Masonry: CMU - Concrete, Split Face, Scored, Smooth, High/Low Density, Fluted
   3. Non-Ferrous: Galvanized, Aluminum
   4. Ferrous Metals: Structural Steel Columns, Joists, Trusses, Beams, Miscellaneous and Ornamental Iron, Sashes, Doors, Partitions, Cabinets, Lockers
   5. Wood: Walls, Doors, Trim, Partitions, Frames
   6. Drywall: Walls, Ceilings, Gypsum Board, Wood Pulp Board, Plaster Boar

D. Preparation Schedule (see following page): For surface preparation, numbers refer to numbered notes following the table:

NOTE TO SPECIFICATION PREPARER: The information in the table below is not project-specific and should be carefully edited for each project's coating needs. DO NOT renumber the systems or preparation notes, but replace with "Not Used" instead of deleting. Delete this note during specification development.

		Concrete	Masonry	Non-Ferrous		Ferrous Metals		Wood	Drywall
				Galvanized	Aluminum	Hollow Metal, Miscellaneous Ornamental Iron	Structural Steel Columns, Joists, Trusses, Beams: New		
Architectural Exposure	Prep of New Surface	1, 2, 3, 4	1, 2, 3, 4, 5	6, 7, 8	9, 10	11, 12, 13	14, 15, 16	3, 17, 18, 19	3, 20
	Coating System	A1	A1	A2	A2	A2	A2	A2	A1
Exterior Atmospheric Exposure	Prep of New Surface	1, 2, 3, 4	1, 2, 3, 4, 5	6, 7, 8	9, 10	11, 12, 13	14, 15, 16	3, 17, 18, 19	-
	Coating System	A4 or A6	A4 or A6	A4 or A6	A4 or A6	A4 or A6	A4 or A6	A4 or A6	-
Interior Atmospheric Exposure	Prep of New Surface	1, 3, 5, 21, 22, 23	1, 3, 5, 21,22,23	7, 8, 24, 25	9, 25	11, 12, 13	14, 15, 16	3, 17, 18, 19	3, 20
	Coating System	A7	A7	A7	A7	A7	A7	A7	A7
Corrosive Submerged Exposure	Prep of New Surface	1, 3, 5, 21, 23, 26	1, 2, 3, 4, 5	-	-	14, 27, 28	14, 27, 28	-	-
	Coating System	S3*	S3**	-	-	S1 or S4***	S1 or S4 ***	-	-
High Corrosive Submerged Exposure	Prep of New Surface	1, 3, 5, 21, 23, 26	1, 2, 3, 4, 5	-	-	14, 27, 28	14, 27, 28	-	-
	Coating System	S3*	S3**	-	-	S2	S2	-	-
Floors	Prep of New Surface	1, 3, 5, 21, 22, 23	-	-	-	-	-	-	-
	Coating System	F1 or F2	-	-	-	-	-	-	-
Secondary Containment	Prep of New Surface	1, 3, 5, 21, 22, 23	-	-	-	-	-	-	-
	Coating System	SC1	-	-	-	-	-	-	-

* Items include Digesters, Chlorine Contact Basins, Equalization Basins, Clarifiers, Screw Pumps, Aeration Tanks, Wet Wells, Grit Chambers, Sludge Thickeners, and Wet Well

** Items include manholes

***For S1 Items include: rake arm assemblies, screw pumps, clarifier rake arm assemblies. For S4 Items include: digester covers and mixers.

NOTE TO SPECIFICATION PREPARER: The Notes for the Preparation Schedule should be carefully edited for each project's coating needs. Do NOT renumber the notes, but replace information with "Not Used" instead of deleting. Delete this note during specification development.

Notes for Preparation Schedule in Section 09 90 00-3.3D:

1. Remove release agents, curing compounds, efflorescence, and chalk. Do not coat surfaces if moisture content or alkalinity of surfaces to be coated exceeds that permitted in the Manufacturer's written instructions.
2. Utilize pressure washing, or other suitable mechanical means per SSPC-SP13 to provide a sufficiently clean and prepared surface.
3. Confirm appropriate moisture levels and surface smoothness prior to application of the coating system. Proceed only when proper conditions are met.
4. This surface preparation method is not acceptable for immersion, submerged, or secondary containment service environments.
5. Fill all bugholes, honeycombs, cracks, with surface fillers as approved by the coating Manufacturer.
6. Clean surfaces with etching cleanser to remove temporary passivation layers and create sufficient profile for metal primers.
7. Confirm removal of all temporary passivation layers using copper sulfate solution and the methods defined in SSPC-SP16.
8. If temporary passivation layer remain intact, remove using consistent abrading with sandpaper or abrasive brush blasting per SSPC-SP-16.
9. Clean surfaces with oxidation removing cleanser to remove oxidation layer from surface.
10. Abrade surfaces complete with sandpaper.
11. Clean in accordance with SSPC SP1 and in accordance with hollow metal Manufacturer.
12. Shop primed items shall be sufficiently abraded and de-glossed with sandpaper prior to coating system application.
13. Exposed metal shall be cleaned per SSPC-SP15, Machine Tool Cleaning to Commercial Standard.
14. Clean in accordance with SSPC-SP1, Solvent Cleaning.
15. Abrasive blast clean all surfaces per SSPC-SP6.
16. Apply appropriate primer to blasted substrate using the most stringent method, within 4 hours of blast cleaning or prior to rust blooming.
17. Sandpaper smooth and remove dust.
18. Seal all knots and pitch with shellac based sealer.
19. Putty all holes and minor defects with appropriate filler as approved by the coating Manufacturer.
20. Repair any minor irregularities.
21. Utilize abrasive blasting other suitable dry mechanical means per SSPC-SP13 to provide a sufficiently clean, profiled, and prepared surface.
22. Final surface profile should meet ICRI 310,2, CSP 1 - 3.

23. This surface preparation method is acceptable for immersion, submerged, or secondary containment service environments.
24. Clean surfaces with cleanser to remove oils, greases, and foreign contaminants.
25. Abrasive brush blast clean all surfaces per SSPC-SP-16. Achieve a surface profile of 0.75 to 1.5 mils.
26. Final surface profile should meet ICRI 310,2, CSP 3 - 5.
27. Abrasive blast clean all surfaces per SSPC-SP10, Near White Metal Standard. The anchor profile shall be sharp and angular.
28. Apply appropriate primer to blasted substrate using the most stringent of the following; within 4 hours of blast cleaning or prior to rust blooming. Exceptions to these criteria may be provided when environmental controls are properly established and functioning.

3.4 INSTALLATION

A. General Requirements
   1. Apply all coatings and materials according to the systems defined in 2.3 COATING SYSTEMS and the Preparation Schedule in 3.3D.
      a. Prior to application of coatings systems, confirm coating system and completed meet the specification requirements.
      b. Proceed with application of coating system when sufficient confirmation has been supplied.
   2. Apply all coatings and materials with manufacture specifications in mind.
      a. Mix and thin coatings according to manufacture recommendation.
      b. Apply coatings by brush, roller, or spray equipment unless otherwise directed by the Manufacturer.
   3. Do not apply to wet or damp surfaces.
   4. Wait at least 30 days before applying to new concrete or masonry. Or follow Manufacturer's procedures to apply appropriate coatings prior to 30 days.
      a. Test new concrete for moisture content. Proceed only when moisture content meets coating Manufacturer's requirement.
   5. Wait until wood is fully dry after rain, fog or dew. Proceed only when moisture content meets coating Manufacturer's requirement.
   6. Uniformly apply coatings without runs, drips, or sags, without brush marks, and with consistent sheen.
      a. Apply coatings at spreading rate required to achieve the Manufacturers recommended or specified dry film thickness.
      b. Regardless of number of coats specified, apply as many coats as necessary for complete hide, and uniform appearance.
      c. Final film of coatings shall have no visible, drips, overspray, dry spray, runs, ridges, sags, holidays, dry lap or brush marks.
   7. Inspection: The coated surface must be inspected and approved by the Construction Manager.

8. Plural component spray applied equipment shall be properly inspected and in working condition prior to the application of materials.
    a. All gauges, valves, pistons, and working parts shall be in proper working order prior to any coating or lining application.
    b. Coating materials stored in drums shall be premixed and heated prior to the application of the coating.
    c. Perform a successful ratio check of spray material prior to each application of coating.
    d. All equipment settings and requirements for proper application including but not limited to pressures, volumes, mix ratio settings, shall be in proper working order and closely monitored during application.
    e. Sample spray application of specific material shall be applied to “sample cards” just prior to the application of plural applied material. Supply sample cards from previous day’s application with proper date and time markings to Construction Manager for verification of cured material.
9. Stripe coats shall be applied to all welds, edges, nuts, bolts, difficult to reach areas.
    a. Stripe coats shall be applied directly to properly prepared surface prior to spray application of primers.
    b. Stripe coats shall also be applied directly to primed surface prior to spray application of intermediate or finish coats to primed substrate.
    c. Stripe coat material shall be the same material used for spray application of any given coat.
10. Spray application shall be performed when conditions, environments, and permitting allow.
    a. Use only spray equipment approved by the Manufacturer for the specific coat of material.
11. Multiple coat applications shall be installed according to the Manufacturer’s printed requirements.
    a. Colors of each coat shall be offset. No red primers permitted.
    b. Coats of material shall be sufficiently dry prior to the application of a subsequent coat in a coating system.
    c. Do not allow excessive drying time to pass which will inhibit or reduce the inter coat adhesion of the multiple coat system.
    d. If recoat requirements have been exceeded, brush blast or scarify prior coat according to the Manufacturers requirement. Provide written confirmation of repair process from Manufacturer.
    e. Remove any dust or foreign contamination from previous coat prior to applying the next coat in a multi coat system.

B. Curing Requirements
    1. Maintain adequate environmental conditions and ventilation during drying and curing of applied coating systems.
    2. Allow all primer and intermediate coats to sufficiently dry prior to the application of subsequent coat of material.

3. Coating systems to be placed into immersion service shall cure under the proper conditions as stated by the Manufacturer for the full curing time requirement.
    a. Deviations from the proper conditions shall be quickly resolved by the Contractor and the methods used shall be confirmed by the Manufacturer.
4. All applied coatings shall be properly and completely cured prior to being placed into their intended service.

C. Shop Application
1. All structural steel members, steel plate, or other manufactured items may be prepared and coated in a fixed location.
    a. Shop application of prime coat shall be completed only when proper surface preparation has been achieved for the substrate.
    b. Apply all primers within 4 hours of completion of surface preparation. Shop primers shall be from the same manufacturer as the field coatings. Ferrous metal shall not be primed if rust bloom is present.
2. Field repair any damaged shop primer, intermediate or finish coats in accordance with the preparation requirements for the given substrate.
    a. Apply repair primer, intermediate, and finish coats as required to replace damage materials and restore damaged areas equal to surface before damage.

D. Prime Coat Application:
1. Prime all surfaces to be painted.
2. Prime and finish all surfaces that will be inaccessible after installation.
3. Backprime all wood substrates with two coats of approved primer prior to installation.
4. Primed substrate shall be of consistent film thickness and coverage to meet the specification.
5. Provide proper environmental conditions for curing of prime coat.

E. Finish Coat Application:
1. Apply all intermediate and finish coats to properly primed substrates within the recoat requirements and according to the product data sheet of the Manufacturer.
2. Apply contrasting colors for distinguishing between intermediate and finish coats.
3. Field applied intermediate and finish coats shall be applied to shop primed substrates only when sufficient adhesion can be obtained. Obtaining sufficient adhesion will be subject to the determination of the Construction Manager.
    a. Apply intermediate or finish coat within the specified recoat window as defined by the Manufacturer.
    b. Remove the shop primer and replace is the shop primer fails the ASTM adhesion test.
    c. When sufficient adhesion cannot be properly obtained, shop primers will be sufficiently abraded and a subsequent tie coat of approved primer will be applied to the abraded shop primer.

3.5 EXAMINATION

A. Examine all substrates and conditions with Construction Manager for compliance with requirements for maximum moisture content, surface soundness, and other conditions affecting the performance of the Work.
B. Moisture content of concrete, masonry, wood, and gypsum board substrates should be appropriately tested using current technology moisture meter equipment. Moisture levels should comply with Manufacturers' requirement.
C. Plaster, Concrete, CMU Joint mortar, and all other curable materials shall have full cure properly tested for and confirmed.
D. Do not begin application of coatings until substrates have been properly prepared. Notify Construction Manager of unsatisfactory conditions before proceeding.
E. If substrate preparation is the responsibility of another installer, notify Construction Manager of unsatisfactory preparation before proceeding.
F. Proceed with work only after conditions have been corrected, and approved by all parties, otherwise application of coatings will be considered as an acceptance of surface conditions.
G. Beginning coating application constitutes Contractor's acceptance of substrate and conditions.
H. Coating Application Accessories: Provide all primers, sealers, cleaning agents, cleaning cloths, sanding materials, and clean-up materials required per Manufacturer's specifications.

3.6 QUALITY CONTROL

A. The Contractor will maintain appropriate and measurable quality control activities that ensure successful installation of the coating systems including the following:
   1. Measure all dry film thickness readings as defined in SSPC-PA 2.
   2. Apply all coatings using methods defined in SSPC-PA 1.
   3. Perform all stripe coating using methods defined in SSPC-PA Guide 11.
   4. Maintain daily records of Contractor activity while performing work on the Project. Daily record information should include but is not limited to the following.
      a. Atmospheric measurements during exterior work should include evenly sequenced measurements of general weather condition, wind speed, air temperature, and relative humidity.
      b. Atmospheric measurements during high performance coating application particularly submerged or immersion items/ work should include evenly sequenced measurements of general weather condition, wind speed, air temperature, and relative humidity during all surface preparation, application, and curing of applied systems.
      c. Substrate temperatures at the time of application and completion of the application.
      d. Measure wet film of applied coating using wet film thickness gauges.
      e. Site foreman responsible for day's activities.
      f. Work hours. Start and finish times

g. Crew members
5. Maintain accurate quality control records of applied coating systems.
   a. Record accurate dry film thickness readings in accordance with SSPC-PA 2.
6. Supply daily reports on a timely basis to the Construction Manager.

3.7 PROTECTION

A. Protect finished coatings from damage until completion of Project.
   1. Applied coatings shall not be placed into service until properly cured.
   2. Maintain acceptable environmental conditions for proper curing of the applied coating system.
B. Touch-up damaged coatings after substantial completion, following Manufacturer's recommendation for touch up or repair of damaged coatings. Repair any defects that will hinder the performance of the coatings.

3.8 FINISH LEGEND

NOTE TO SPECIFICATION PREPARER: The information in 3.8 FINISH LEGEND is not project-specific and should be carefully edited for each project's coating needs. Delete this note during specification development.

A. General:
   1. All items not specifically listed in the schedule shall receive a coating system consistent with corrosive atmosphere or submerged coating schedule and the corresponding substrate as shown.
   2. Any discrepancy in the drawings will default to Section 09 90 00-3.3, SCHEDULE OF PAINTED SURFACES for corrosive atmosphere or submerged conditions.
B. All substrates shall require finish painting unless specifically noted otherwise.
C. Furnish colors as specified according to the color legend herein

Description	Note/Color
Piping below 6 ft.	Flint Grey
Piping above 6 ft.	Cylinder cream
Pumps and Equipment	Conductor Blue
Walls and Concrete	Cylinder Cream
Safety Guards	Safety Yellow
Electrical Motors	Safety Blue

D. Furnish all specified coatings according the finish legend herein.

Location	Uses	Coating System	Note/Color

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

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

Silicon Valley Clean Water
Contract Documents

(INSERT PROJECT NAME/TITLE and CIP #)

Section 00 01 10

TABLE OF CONTENTS

DIVISION 0 - CONTRACT REQUIREMENTS **PAGE**

Note to Specification Preparer: Revise page numbers as necessary. Delete this note during specification development.

Section 00 11 13	**Notice to Design-Builders**	**00 11 13-1**
Section 00 43 33	**Schedule of Major Equipment and Material Suppliers**	**00 43 33-1**
Section 00 43 36	**Designation of Subcontractors**	**00 43 36-1**
Section 00 45 14	**Certification of Subcontractor's Experience and Qualifications**	**00 45 14-1**
1.0	**Essential Requirements for Qualifications**	**00 45 14-1**
2.0	**Company Experience**	**00 45 14-4**
3.0	**Safety Qualification Criteria**	**00 45 14-6**
Section 00 45 19	**Noncollusion Declaration**	**00 45 19-1**
Section 00 45 22	**Safety Compliance Affidavit**	**00 45 22-1**
Section 00 54 27	**Escrow Agreement for Security Deposits in Lieu of Retention**	**00 54 27-1**
Section 00 61 13.13	**Bond of Faithful Performance**	**00 61 13.13-1**
Section 00 61 13.16	**Payment Bond**	**00 61 13.16-1**
Section 00 62 16.11	**Commercial General Liability Insurance Endorsement**	**00 62 16.11-1**
Section 00 62 16.12	**Automobile Liability Insurance Endorsement**	**00 62 16.12-1**
Section 00 65 19.2	**Stage 2 Amendment**	**00 65 19.2-1**

Section 00 72 00		**NOT USED**	
Section 00 73 00		**Supplementary Conditions**	**00 73 00-1**
	1.0	**Modifications to the General Conditions**	**00 73 00-1**
	1.1	NOT USED	
	1.2	NOT USED	
	1.3	Weather Days	00 73 00-1
	1.4	Plans and Specifications	00 73 00-1
	1.5	Substantial Completion	00 73 00-1
	1.6	Retention Withholding	00 73 00-2
	2.0	**State Revolving Fund Loan Program**	**00 73 00-3**
	2.1	Disadvantaged Business Enterprise	00 73 00-3
	3.0	**NOT USED**	
	4.0	**Specific Project Requirements**	**00 73 00-11**
	4.1	Confined Spaces	00 73 00-11
	4.2	Additional Project Requirements	00 73 00-12
	4.3	Project Liaison	00 73 00-12
	4.4	Contaminated Materials	00 73 00-13
	5.0	**Wage Rate Requirements**	**00 73 00-13**
	5.1	Prevailing Wages	00 73 00-13
	5.2	Travel and Subsistence	00 73 00-14
	5.3	Penalty	00 73 00-14
Section 00 73 20		**Confined Space Requirements**	**00 73 20-1**

DIVISION 1 - GENERAL REQUIREMENTS

Section 01 11 00		**Summary of Work**	**01 11 00-1**
	1.0	**Work to Be Done**	**01 11 00-1**
	2.0	**Construction Procedure and Sequence**	**01 11 00-1**
	2.1	General	01 11 00-1
	2.2	Work Sequence Activities and Constraints	01 11 00-1
	3.0	**Partnering**	**01 11 00-6**
Section 01 14 14		**System Outage Request Procedures**	**01 14 14-1**
	1.0	**System Outage Requests**	**01 14 14-2**
	1.1	Classifying System Outage Requests	01 14 14-2
	1.2	System Outage Request Procedures	01 14 14-2
	1.3	Routine SOR Procedures	01 14 14-2
	1.4	Significant SOR Procedures	01 14 14-4
	1.5	Contractor Notifications	01 14 14-4
	1.6	Shutdown Restrictions	01 14 14-4
	2.0	**Access for Operating Personnel**	**01 11 00-5**
Section 01 26 00		**NOT USED**	
Section 01 29 00		**NOT USED**	
Section 01 31 19		**Project Meetings**	**01 31 19-1**
	1.0	**Pre-Construction Conference**	**01 31 19-1**
	2.0	**Progress Meetings**	**01 31 19-1**

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.

Section 01 31 23		**Project Control System**	**01 31 23-1**
	1.0	Web Database	01 31 23-1
	1.1	User Access Limitations	01 31 23-1
	1.2	Automated System Notification and Audit Log Tracking	01 31 23-1
	1.3	Contractor Responsibility	01 31 23-1
	1.4	Connectivity Problems	01 31 23-2
	1.5	Training	01 31 23-2
	2.0	**Equipment**	**01 31 23-2**
	2.1	Hardware	01 31 23-2
	2.2	Software	01 31 23-3
	2.3	Facilities	01 31 23-3
	3.0	**Execution**	**01 31 23-3**
	3.1	Procore Utilization	01 31 23-3
	3.2	Termination of Use	01 31 23-3

3.3	Adobe PDF	01 31 23-4
3.4	Labeling Format	01 31 23-4
3.5	Original Documents	01 31 23-4
3.6	Organization	01 31 23-5
3.7	Printing	01 31 23-5
3.8	Project Forms	01 31 23-5
Section 01 32 16	**Construction Schedules**	**01 32 16-1**
1.0	**General**	**01 32 16-1**
2.0	**Construction Schedule**	**01 32 16-1**
2.1	General	01 32 16-1
2.2	Baseline Schedule	01 32 16-1
2.3	Reports	01 32 16-2
2.4	Float	01 32 16-2
3.0	**Construction Schedule**	**01 32 16-3**
3.1	General	01 32 16-3
3.2	Preliminary Construction Schedule	01 32 16-3
3.3	Baseline Schedule	01 32 16-4
3.4	Float	01 32 16-7
4.0	**Weather Conditions**	**01 32 16-7**
5.0	**Updates**	**01 32 16-8**
5.1	**Submittal Period**	**01 32 16-8**
5.2	**Schedule Review**	**01 32 16-9**
5.3	**Schedule Revisions**	**01 32 16-9**
6.0	**Time Impact Analyses**	**01 32 16-9**
6.1	**General**	**01 32 16-9**
6.2	**Time Extensions**	**01 32 16-10**
6.3	**Submittal Requirements**	**01 32 16-10**
7.0	**Weekly Activities Plan**	**01 32 16-11**
Section 01 33 23	**Shop Drawings, Product Data and Samples**	**01 33 23-1**
1.0	**Submittals**	**01 33 23-1**
1.1	Digital Document Management	01 33 23-1
1.2	Hardcopy Document Management	01 33 23-1
2.0	**Contractor's Responsibilities**	**01 33 23-1**
3.0	**Transmittal Procedures**	**01 33 23-2**
3.1	Transmittal Form	01 33 23-2
3.2	Deviations from the Contract	01 33 23-2
3.3	Submittal Completeness	01 33 23-2
3.4	Submittal Period	01 33 23-3
4.0	**Review Procedure**	**01 33 23-3**

5.0 Effect of Review of Contractor's Submittals 01 33 23-3

6.0 Material List 01 33 23-4

7.0 Material and Equipment Substitutions 01 33 23-4
7.1 General 01 33 23-4
7.2 Substitutions 01 33 23-4
7.3 Modifications and Costs 01 33 23-5

8.0 Seismic Design and Anchorage of Equipment and Other Appurtenant Facilities 01 33 23-5

Section 01 41 00 Regulatory Requirements 01 41 00-1
1.0 Applicable Codes 01 41 00-1

2.0 Fees and Permits 01 41 00-1

3.0 Storm Water and Non-Storm Water Quality Controls Within Treatment Plant Drainage Boundaries 01 41 00-1
3.1 Regulatory Requirements 01 41 00-1
3.2 General 01 41 00-2
3.3 Not Used 01 41 00-2
3.4 Design-Builder Responsibilities 01 41 00-2
3.5 Authority Responsibilities 01 41 00-4

4.0 Storm Water and Non-Storm Water Quality Controls Outside Treatment Plant Drainage Boundaries 01 41 00-4
4.1 Regulatory Requirements 01 41 00-5
4.2 General 01 41 00-6
4.3 Risk Assessment 01 41 00-7
4.4 Design-Builder Responsibilities 01 41 00-7
4.5 Authority Responsibilities 01 41 00-10

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.

5.0 Mitigation Measures 01 41 00-11
5.1 Aesthetics 01 41 00-11
5.2 Dust Control 01 41 00-11
5.3 Biological Resources 01 41 00-11
5.4 Cultural Resources 01 41 00-12
5.5 Water Resources 01 41 00-12
5.6 Noise and Vibration 01 41 00-12

Section 01 42 00 References 01 42 00-1
1.0 Codes and Standards 01 42 00-1
2.0 Definitions of Words and Terms 01 42 00-1

	3.0	**Abbreviations**	**01 42 00-5**
Section 01 45 16		**Quality Control and Inspection**	**01 45 16-1**
	1.0	**Tests**	**01 45 16-1**
	1.1	General	01 45 16-1
	1.2	Costs of Testing	01 45 16-1
	2.0	**Furnishing and Disposal of Testing Water**	**01 45 16-2**
	3.0	**Inspection**	**01 45 16-2**
	3.1	General	01 45 16-2
	3.2	Work Covered Prior to Inspection and/or Testing	01 45 16-2
	3.3	Work Covered with Prior Inspection and/or Testing	01 45 16-3
Section 01 51 00		**Temporary Utilities**	**01 51 00-1**
	1.0	**Design-Builder's Temporary Utility Services**	**01 51 00-1**
	2.0	**Lighting**	**01 51 00-1**
	3.0	**Sanitation**	**01 51 00-1**
	4.0	**Heating and Ventilation**	**01 51 00-1**

Section 01 57 00		**Temporary Controls**	**01 57 00-1**
	1.0	**Security**	**01 57 00-1**
	2.0	**Protection of Work, Property and Persons**	**01 57 00-1**
	3.0	**Public Access**	**01 57 00-2**
	4.0	**Road**	**01 57 00-2**
	5.0	**Dust Control**	**01 57 00-3**
	6.0	**Removed Materials**	**01 57 00-3**
	7.0	**Construction Cleaning**	**01 57 00-3**
	8.0	**Drainage Control**	**01 57 00-3**
	9.0	**Construction Parking Control**	**01 57 00-3**
	10.0	**Barricades, Fences, and Site Security**	**01 57 00-3**
	11.0	**Trees and Shrubs**	**01 57 00-3**
	12.0	**Office of Design-Builder at Site**	**01 57 00-4**
	13.0	**Working Hours**	**01 57 00-4**
	14.0	**Construction Manager's Office**	**01 57 00-4**
Section 01 66 00		**Material and Equipment**	**01 66 00-1**
	1.0	**Salvaging and Storage of Equipment and Materials**	**01 66 00-1**
	2.0	**Design-Builder Storage Areas**	**01 66 00-1**
	2.1	Storage on Authority-Owned Property	01 66 00-1
	2.2	Storage on Property Not Owned by the Authority	01 66 00-1
	2.3	Storage on Property Procured by the Design-Builder	01 66 00-1
	3.0	**Hazardous Materials**	**01 66 00-2**
Section 01 71 23		**Field Engineering**	**01 71 23-1**
	1.0	**Datum**	**01 71 23-1**
	2.0	**Lines and Grades**	**01 71 23-1**

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".

Section 01 71 37		**Openings and Penetrations in Construction**	**01 71 37-1**
	1.0	**General**	**01 71 37-1**
	1.1	**Summary**	**01 71 37-1**
	1.2	**Quality Assurance**	**01 71 37-1**
	1.3	**Definitions**	**01 71 37-1**
	1.4	**Submittals**	**01 71 37-1**
	2.0	**Products**	**01 71 37-2**
	2.1	**Materials**	**01 71 37-2**
	3.0	**Execution**	**01 71 37-2**
	3.1	**Installation and Application**	**01 71 37-4**
	3.2	**Schedules**	**01 71 37-4**
Section 01 74 23		**Final Cleanup**	**01 74 23-1**
	1.0	**Final Site Cleanup**	**01 74 23-1**

2.0	**Final Building Cleanup**	**01 74 23-1**
Section 01 75 16	**Starting, Testing, Adjusting and Balancing of Systems**	**01 75 16-1**
1.0	**Initial Plant Start-Up and Operation of Facilities**	**01 75 16-1**
2.0	**Start-Up and Test Procedure**	**01 75 16-1**
2.1	Commissioning	01 75 16-2
3.0	**Training of Authority Personnel**	**01 75 16-2**
4.0	**Start-Up / Operational Testing**	**01 75 16-3**
4.1	Owner Furnished Equipment Testing	01 75 16-4
Section 01 78 23	**Operation and Maintenance Data**	**01 78 23-1**
1.0	**Operation and Maintenance**	**01 78 23-1**
2.0	**Asset Management and Tracking**	**01 78 23-2**
Section 01 78 36	**NOT USED**	
Section 01 78 39	**Project Record Documents**	**01 78 39-1**
1.0	**Record Documents**	**01 78 39-1**
Section 01 78 43	**Spare Parts and Mainte01 78 nance Materials**	**01 78 43-1**
1.0	**Responsibility for Spare Parts and Tools**	**01 78 43-1**

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

Note to Specification Preparer: All other Appendices shall be labeled Appendix 5, 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.

*****END OF TABLE OF CONTENTS*****

SECTION 00 45 22

SAFETY COMPLIANCE AFFIDAVIT
(To Accompany Proposal)

The Design-Builder hereby acknowledges Authority concerns regarding safety at its facility and at the Project worksite. The Design-Builder shall conduct its operations to eliminate or reduce hazards and risks associated with Design-Builder'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 Design-Builder's Safety Programs must accomplish the foregoing objectives. The Design-Builder certifies that its Safety Programs comply and will satisfy these requirements. The Design-Builder 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) Design-Builder Safety Programs are delineated in Part A of the attached Design-Builder 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 Design-Builder further certifies that it can furnish satisfactory evidence of compliance. The Design-Builder 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 Design-Builder 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.

The Design-Builder 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.

_____	_____
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

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)

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.

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

WITNESS my hand and official seal.

_____
Signature of Notary

Place Notary Seal Above

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

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.

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
Mandatory			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.

Reference Notes

1. **Hazard Communication:** Design-Builder 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:** Design-Builder 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:** Design-Builder 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:** Design-Builder 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:** Design-Builder 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:** Design-Builder 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:** Design-Builder 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:** Design-Builder 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 ASTMF 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:** Design-Builder 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**: Design-Builder 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:** Design-Builder 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:** Design-Builder 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.

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

Type	Description/Comments
[ ] Gas detectors	
[ ] Ventilation equipment	
[ ] Approved harnesses and lanyards	
[ ] Mechanical hoists	
[ ] Fire extinguishers	
[ ] First aid kits	
[ ] Respirators	
[**X**] Hard hats	Mandatory SVCW Requirement
[ ] Hearing protectors	
[**X**] Safety goggles	Mandatory SVCW Requirement
[**X**] Safety toed footwear	Mandatory SVCW Requirement
[ ] Hand protection	
[ ] Fall protection	
[ ]	
[ ]	

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.

[ ]	CPR/first aid	[ ]	Confined space operations and rescue	[ ]	Scaffolding
[ ]	Fork lift operation	[ ]	Respirators [ ] Air-Supplying [ ] Air-Purifying	[ ]	Flagging
[ ]	Cranes/hoists operation	[ ]	Trenching and shoring competent person	[ ]	
[ ]	Heavy equipment operation	[ ]	Welding	[ ]	
[ ]	Powder-actuated tools use	[ ]	Asbestos abatement	[ ]	

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.

PART E: Evaluation Worksheet

(FOR USE BY THE AUTHORITY ONLY)

Company Name _____

Contact Person_____

Item	Program is Mandatory	Design-Builder has Written Program	Design-Builder 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 *****

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 "Design-Builder", and_____

whose address is _____

hereinafter called "Escrow Agent".

For the consideration hereinafter set forth, the Owner, Design-Builder, and Escrow Agent agree as follows:

1. Pursuant to Section 22300 of the Public Contract Code of the State of California, Design-Builder 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 Design-Builder for _____**(Project Name and CIP #)**_____in the amount of $ _____dated _____(hereinafter referred to as the "Contract"). Alternatively, on written request of the Design-Builder, the Owner shall make payments of the retention earnings directly to the Escrow Agent. When Design-Builder 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 Design-Builder. Securities shall be held in the name of Owner, and shall designate the Design-Builder as the beneficial Owner.

2. Owner shall make progress payments to Design-Builder 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 Design-Builder until such time as the escrow created under this Contract is terminated. The Design-Builder 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.

4. Design-Builder 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, Design-Builder, 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 Design-Builder and shall be subject to withdrawal by Design-Builder at any time and from time to time without notice to the Owner.

6. Design-Builder 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 Design-Builder.

7. The Owner shall have a right to draw upon the securities in the event of default by the Design-Builder. 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 Design-Builder has complied with all requirements and procedures applicable to the Contract, Escrow Agent shall release to Design-Builder 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 Design-Builder pursuant to Sections (5) to (8), inclusive, of this Agreement, and Owner and Design-Builder 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 Design-Builder in connection with the foregoing, and exemplars of their respective signatures are as follows:

On Behalf of Owner:

_____
Title

_____
Name

_____
Signature

_____
Address

On Behalf of Design-Builder:

_____
Title

_____
Name

_____
Signature

_____
Address

On Behalf of Escrow Agent:

_____
Title

_____
Name

_____
Signature

_____
Address

At the time the Escrow Account is opened, Owner and Design-Builder 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:	Design-Builder:
_____	_____
Title	Title
_____	_____
Name	Name
_____	_____
Signature	Signature

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

SECTION 00 61 13.13
APPENDIX 8D IN DBA
BOND OF FAITHFUL PERFORMANCE

NOTE TO PREPARER: CHECK DBA FOR ACCURACY OF FORM BELOW AND VERSIONING. ALL BONDS

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:

_____

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, to be paid to Silicon Valley Clean Water or its successors and assigns; 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 approved by Silicon Valley Clean Water, 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, during the original term and any extensions thereof as may be granted by Silicon Valley Clean Water, with or without notice to Surety, and during the period of any guarantees or warranties required under the Contract, and shall also promptly and faithfully perform all covenants, conditions, and agreements of any alteration of the Contract made as therein provided, notice of which alterations to Surety being hereby waived, 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.

Whenever Principal shall be declared by Silicon Valley Clean Water to be in default under the Contract, Surety shall promptly remedy the default, or shall promptly do one of the following at Silicon Valley Clean Water's election:

1. Undertake through its agents or independent Contractors, reasonably acceptable to Silicon Valley Clean Water, to complete the Contract in accordance with its terms and conditions and to pay and perform all obligations of Principal under the Contract, including without limitation, all obligations with respect to warranties, guarantees, and the payment of liquidated damages.
2. Reimburse Silicon Valley Clean Water for all costs Silicon Valley Clean Water incurs in completing the Contract, and in correcting, repairing or replacing any defects in materials or workmanship and/or materials and workmanship which do not conform to the specifications in the Contract.

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 release or exonerate Surety on this bond or 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.

Surety's obligations hereunder are independent of the obligations of any other surety for the performance of the Contract, and suit may be brought against Surety and such other sureties, jointly and severally, or against any one or more of them, or against less than all of them without impairing Silicon Valley Clean Water's rights against the others.

No right of action shall accrue on this bond to or for the use of any person or corporation other than Silicon Valley Clean Water or its successors or assigns.

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)

STATE OF CALIFORNIA) ss.
CITY AND COUNTY OF _____)

On _____, 20____ before me, _____, Notary Public, personally appeared _____, personally known to me (or proved to me on the basis of satisfactory evidence) to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

Witness my hand and official seal.

_____
Notary Public

STATE OF CALIFORNIA) ss.
CITY AND COUNTY OF _____)

On _____, 20_____ before me, _____, Notary Public, personally appeared _____, personally known to me (or proved to me on the basis of satisfactory evidence) to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

Witness my hand and official seal.

_____
Notary Public

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

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

SECTION 00 61 13.16
APPENDIX 8C IN DBA
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.

Furthermore, if said Principal, his/her or its heirs, executors, administrators, successors, transferees assigns, or subcontractors, shall fail to pay amounts due under the Unemployment Insurance Code with respect to work or labor performed under this Contract, or any amounts required to be deducted, withheld and paid over to the Employment Development Department from the wages of employees of the Contractors and his subcontractors pursuant to Section 13020 of the Unemployment Insurance Code with respect to such work and labor, the Surety will pay for the same, in an amount not exceeding the sum specified in this bond and will also pay, in case suit is brought upon this bond, a reasonable attorney's fee, to be fixed by the

court.

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 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)

STATE OF CALIFORNIA) ss.
CITY AND COUNTY OF _____)
On _____, 20____ before me, _____, Notary Public, personally appeared _____, personally known to me (or proved to me on

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

Witness my hand and official seal.

_____
Notary Public

STATE OF CALIFORNIA) ss.
CITY AND COUNTY OF _____)
On _____, 20_____ before me, _____, Notary Public, personally appeared _____, personally known to me (or proved to me on the basis of satisfactory evidence) to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

Witness my hand and official seal.

_____
Notary Public

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

NOTE TO PREPARER. IN CASE OF OCIP, DELETE THIS SECTION AND MARK AS NOT USED

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.

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*****

SECTION 00 62 16.12

AUTOMOBILE LIABILITY INSURANCE ENDORSEMENT

NOTE TO PREPARER. IN CASE OF OCIP, DELETE THIS SECTION AND MARK AS NOT USED

AUTOMOBILE LIABILITY SPECIAL ENDORSEMENT FOR _____ (Entity)			**SUBMIT IN DUPLICATE**	
			ENDORSEMENT NO.	ISSUE DATE (MM/DD/YY
PRODUCER Telephone	**POLICY INFORMATION:** Insurance Company: Policy No.: Policy Period: (from) (to) LOSS ADJUSTMENT EXPENSE ☐ Included in Limits ☐ In Addition to Limits			
	☐ Deductible ☐ Self-Insured Retention (check which) of $ _____			
NAMED INSURED	**APPLICABILITY**. This insurance pertains to the operation and/or tenancy of the named insured under all written agreements and permits in force with the Entity unless checked here ☐ in which case only the following specific agreements and permits with the Entity are covered: CITY AGREEMENTS/PERMITS			
TYPE OF INSURANCE	**OTHER PROVISIONS**			
☐ COMMERCIAL AUTO POLICY ☐ BUSINESS AUTO POLICY ☐ OTHER _____				
LIMITS OF LIABILITY	**CLAIMS**: Underwriter's representative for claims pursuant to this insurance. Name: _____ Address:_____ Telephone: ( )			
$ _____ per accident, for bodily injury and property damage				

In consideration of the premium charge and notwithstanding any inconsistent statement in the policy to which this endorsement is attached or any endorsement now or hereafter attached thereto, it is agreed as follows:

1. INSURED. The Authority, 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 are included as additional insureds with regard to damages and defense of claims arising from ownership, operation, maintenance, use, loading or unloading of any auto owned, leased, hired or borrowed by the Named Insured, regardless of whether liability is attributable to the Named Insured or a combination of the Named

Insured and 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 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	
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.	**AUTHORIZED REPRESENTATIVE** ☐ Broker/Agent ☐ Underwriter ☐_____ 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. Signature_____ (*original signature required)* Telephone: ( ) Date Signed _____

Note: ORGANIZATION or ENTITY on this form shall refer to SILICON VALLEY CLEAN WATER (SVCW, or the AUTHORITY)

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

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_____ ("Design-Builder"), whose place of business is at

_____.
Street City State Zip

RECITALS

1. Authority and Design-Builder 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. Design-Builder 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 Design-Builder
   $ _____

   Final Retention Release Due Design-Builder
   $ _____

4. Subject to the provisions of this Release, Authority shall forthwith pay to Design-Builder 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. Design-Builder 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 Design-Builder 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, obligations, costs, expenses, damages, losses and liabilities of Design-Builder 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:

Claim No.	Date Submitted	Description of Claim	Amount of Claim

[Insert information, including attachment if necessary]

7. Consistent with California Public Contract Code Section 7100, Design-Builder hereby agrees that, in consideration of the payment set forth in Paragraph 4 above, Design-Builder 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 Design-Builder, shall remain in full force and effect as specified in the Contract Documents.

9. Design-Builder 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 Design-Builder'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. Design-Builder 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.

*** * * CAUTION: THIS IS A RELEASE - READ BEFORE EXECUTING * * ***

DESIGN-BUILDER SIGNATURE:

_____	_____
Type/Print Name of Design-Builder	Signature of Authorized Representative
	_____
	Type/Print Representative's Name
_____	_____
Date	Type/Print Title of Representative

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

SECTION 00 72 00 NOT USED

SECTION 00 73 00

SUPPLEMENTARY CONDITIONS

1.0 MODIFICATIONS TO THE GENERAL CONDITIONS

1.1 NOT USED

Owner's Advisor
1.2 NOT USED

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

Design-Builder to provide up to five (5) hard copies of the Plans and Specifications to the Authority free of charge.

1.5 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:

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

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 Owner's Advisor

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 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. Design-Builder and all subcontractors shall fully comply with all applicable federal and state laws, rules, and regulations for compliance with the SRF/WIFIA funding. Design-Builder 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 Design-Builder 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 Design-Builder, 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 the Design-Builder'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. Design-Builder 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, Design-Builder 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 Design-Builder 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 Contactor pursuant to this Agreement. The Design-Builder hereby represents and warrants to and for the benefit of the Authority and the SWRCB that (a) the Design-Builder 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 Design-Builder 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 Design-Builder shall permit the Authority or SWRCB to recover as damages against the Design-Builder 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 Design-Builder has no direct contractual privity with the SWRCB, as a lender to the Authority for the funding of its project, the Authority and the Design-Builder 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, Design-Builder shall cooperate with and exercise "Good Faith" efforts to achieve participation of disadvantaged business enterprises (DBEs). **If a Design-Builder 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: Design-Builder must show a real desire to outreach to DBE firms for construction, supplies, equipment, or services ***not performed*** by the Design-Builder'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, Design-Builder 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 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: Design-Builder 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

Design-Builder 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: Design-Builder 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 Design-Builder's receipt of payment from the Authority.
- Notifying Authority in writing prior to any termination of a DBE subcontractor by the Design-Builder.
- 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 Design-Builder has achieved its fair share objectives.

2.4 DAVIS-BACON ACT

As part of the SRF funding requirements, Design-Builder 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 Design-Builder 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 NOT USED

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 Not Used

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 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 Design-Builder 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 Design-Builder 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 Design-Builder 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 Design-Builder 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 Design-Builder or by any subcontractor under the Design-Builder, in violation of the provisions of the Labor Code and, in particular, Section 1770 to Section 1871 thereof, inclusive.

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

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

Confined Spaces, work within confined spaces of this Project as noted below 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:

_____
_____
_____
_____
_____
_____

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

DIVISION 1 – GENERAL REQUIREMENTS

SECTION 01 14 14

NOT USED

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 Design-Builder's proposed schedule of operations and the construction procedure and sequence requirements. Also discussed will be the Design-Builder'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 Owner's Advisor shall schedule, arrange and conduct progress meetings. These meetings shall be conducted not more than once per week and shall be attended by the Design-Builder'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 Design-Builder'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 Design-Builder shall prepare and distribute a Record of Discussions. The Owner's Advisor 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. The Record of Discussions shall be transmitted to all attendees after they are verified by the Owner's Advisor.

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

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 Owner's Advisor/Owner's Advisor via the PROCORE System.

The Owner's Advisor/Owner's Advisor and Contractor shall utilize PROCORE's system for electronic submittal of all data and documents (unless specified otherwise by the Owner's Advisor/Owner's Advisor) 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 Design-Builder'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 Owner's Advisor/Owner's Advisor, 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 Owner's Advisor/Owner's Advisor will control the Design-Builder'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 Owner's Advisor/Owner's Advisor and on Contractor submitted documentation shall not relieve the Design-Builder from compliance with requirements of the Contract Documents. The Design-Builder 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 Design-Builder's submitted information.

1.3 DESIGN-BUILDER RESPONSIBILITY

The Design-Builder 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 Design-Builder is responsible for the training of their

personnel in the use of PROCORE (outside what is provided by the Owner's Advisor) and the other programs indicated above as needed.

1.3.1 User Access Administration

Provide a list of Design-Builder's key PROCORE personnel for the Owner's Advisor's acceptance. The Owner's Advisor is responsible for adding and removing users from the system. The Owner's Advisor 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 Design-Builder is responsible for its own connectivity to the Internet. PROCORE response time is dependent on the Design-Builder's equipment, including processor speed, Internet access speed, etc. and current traffic on the Internet. The Authority and Owner's Advisor 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 Design-Builder 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 Design-Builder, the Design-Builder may submit documents in paper form to the Owner's Advisor until such time that the Owner's Advisor notifies the Design-Builder 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 Design-Builder. The Owner's Advisor will provide a one-hour training class to the Design-Builder within ten (10) days of NTP at a time mutually agreeable to Design-Builder and Owner's Advisor. Thereafter the Owner's Advisor 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 Design-Builder 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

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 Design-Builder 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 Owner's Advisor include but are not limited to: RFI responses, Submittal comments, Clarification Letters, , and Amendments, et al. Items to be uploaded to PROCORE by the Design-Builder 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.. These items may vary and requirements can be relaxed by via agreement from SVCW.

3.1 PROCORE UTILIZATION

All project related correspondence (RFIs, submittals, etc.) originated by the Design-Builder or Subcontractor, Supplier, et al. shall be uploaded to PROCORE and directed to the Owner's Advisor by the Design-Builder, 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 Owner's Advisor. 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 DRAWIGNS 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 Owner's Advisor.

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 Design-Builder 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 Owner’s Advisor 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 Owner’s Advisor.)

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_(Design-Builder Name)_(Subject)
Letter_XXXY_(Design-Builder Name)_(Subject)
Transmittal_XXXY_(Design-Builder Name)_(Subject)
PCO_XXXY_(Design-Builder 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. “(Design-Builder Name)” indicates to the database that the correspondence is from the Design-Builder. The Design-Builder 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_(Design-Builder 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 Owner’s Advisor labeled as:

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

3.5 ORIGINAL DOCUMENTS

Where possible, the Design-Builder 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 Design-Builder will receive no hard copies of the above outlined correspondence. The Design-Builder 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 Design-Builder 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 Design-Builder shall input all identifying information within PROCORE as requested when generating a new document within the system.

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

SECTION 01 32 16

CONSTRUCTION SCHEDULES

1.0 GENERAL

The Design-Builder shall provide a Construction Schedule which shall be subject to the favorable review of the Owner's Advisor/Owner's Advisor and the Authority as part of the Guaranteed Maximum Price Proposal for each stage.

2.0 CONSTRUCTION SCHEDULE

2.1 NOT USED

Owner's Advisor

2.2 BASELINE SCHEDULE

The Design-Builder 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 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, if known at the time of submission.

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 Owner's Advisor, for repetitious activities of longer durations for which progress can be easily monitored.

The Design-Builder 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.

Design-Builder shall use Primavera scheduling software (SureTrak, Contractor, P3 or P6). The Design-Builder 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 initial Project Baseline Schedule, and all subsequent versions, shall include all major components of the Work and the Owner's occupancy requirements projecting milestones for each of the following:

- Preparation of the Basis of Design Report
- Proposed phasing of individual work packages
- Submission of proposed Stage 2 Amendment, with the Sixty Percent
- Design and other required elements
- Completion of all Stage 1 Work
- Request for Issuance of the Notice to Proceed with Stage 2
- Completion of 100% Construction Documents
- "Substantial Completion" of the Project
- "Final Completion" of the Project
- Extended Commissioning and start-up activities

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 Design-Builder. Neither the Authority nor the Design-Builder has ownership of the Float. Float is for the benefit of the Project. Favorable review of the Design-Builder'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 Design-Builder's nor the Authority's right to utilize the full amount of time specified in the Contract, unless so modified in an Amendment.

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 NOT USED

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 Design-Builder'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 Owner's Advisor, the Design-Builder 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 Design-Builder.

5.0 UPDATES

5.1 SUBMITTAL PERIOD

The Design-Builder 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 Owner's Advisor and Design-Builder.

The Design-Builder 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 Design-Builder 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 Owner's Advisor, the Project is behind schedule, the monthly report shall include a revised network diagram and/or tabular reports showing the Design-Builder'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 Design-Builder 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 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 Owner's Advisor will provide written comments on the monthly update.

5.3 SCHEDULE REVISIONS

The conditions under which the Owner's Advisor 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 Design-Builder desires to revise the schedule logic, the Design-Builder shall submit to the Owner's Advisor a written Time Impact Analysis illustrating the influence of each change, delay, or Design-Builder 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 Design-Builder proposes to incorporate the Change Order, delay, or Design-Builder 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 Design-Builder.

a. It is possible that an excusable delay or Contract modification will not affect existing 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 Design-Builder 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 Design-Builder 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 Design-Builder chooses not to implement the revisions, the Design-Builder 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 Design-Builder'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 Not Used

7.0 WEEKLY ACTIVITIES PLAN

On the last working day of every week, or as agreed upon, the Design-Builder shall submit to the Owner's Advisor the Design-Builder'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 provided in the Construction Schedule.

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

SECTION 01 33 23

SHOP DRAWINGS PRODUCT DATA AND SAMPLES

Revise this to barebones for dispositions, reference O&M manual, provide Owner/OA with completed review. Number per spec section. Double check procore requirement.

1.0 SUBMITTALS

1.1 DIGITAL DOCUMENT MANAGEMENT

All submittals shall be made electronically as agreed upon between the Owner and Design Builder. Each revision shall be provided to the Owner or Owner's Advisor via a format agreed upon between the Design Builder and Owner. This shall include initial submittal as well as reviewed submittal with a disposition required per Specification Section 01 33 23 4.0.

1.2 NOT USED

2.0 NOT USED

3.0 NOT USED

4.0 REVIEW PROCEDURE

As outlined in the SVCW O&M CIP Involvement Standards, the Design-Builder is required to include O&M in submittal reviews as outlined in that manual. The Design-Builder team is required to utilize the dispositions below when reviewing submittals:

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 Design-Builder.

C. **MAKE CORRECTIONS NOTED (RESUBMIT)** - Rejected because of major inconsistencies or errors which shall be resolved or corrected by the Design-Builder 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 Design-Builder's responsibility to copy and/or conform reviewed submittals in sufficient numbers for its files, subcontractors, and vendors.

5.0 NOT USED

6.0 NOT USED

7.0 NOT USED

7

8.0 NOT USED

*****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 Design-Builder's negligence to complete required work and/or installation or coordinate with other trades to complete installation for final acceptance and testing.

Design-Builder shall obtain all required Caltrans, traffic control, and local trucking permits. Design-Builder 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 Design-Builder.

3.2 GENERAL

The Design-Builder 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

facilities' effluent quality, biosolids quality, recycled water quality or the air emissions from the Authority's facilities.

The Design-Builder 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, DESIGN-BUILDER RESPONSIBILITIES. Both of the above referenced requirements summarize the specific wastes and discharges prohibited from entering the sewerage facilities. Failure of the Design-Builder to comply with Section 01 41 00-3.4, DESIGN-BUILDER RESPONSIBILITIES, will result in the Design-Builder being responsible in any fines, applicable remediation requirements and all other costs associated with the failure.

3.3 NOT USED

3.4 DESIGN-BUILDER RESPONSIBILITIES

3.4.1 The Design-Builder 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 Design-Builder shall implement all measures to assure that all storm runoff, drainage and construction water is directed to the Plant Storm Water System. The Design-Builder shall prevent pollutants and all other hazardous substances and contaminants from entering the Plant's Storm Water System. The Design-Builder 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 Design-Builder 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

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 Design-Builder 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 Design-Builder fail to meet any of the requirements stated above,

immediate action by the Design-Builder is required to mitigate and remediate the occurrence. The Design-Builder 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 Design-Builder.

3.5 AUTHORITY RESPONSIBILITIES

The Authority reserves the right to request the Design-Builder 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 Design-Builder. The Design-Builder 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 Design-Builder has the option to accept or amend the SWPPP developed by the Authority. The Design-Builder also has the option to develop a new SWPPP. The Design-Builder'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 Design-Builder is in receipt of the WDID Letter issued by the SWRCB. Design-Builder 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 Design-Builder'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 Design-Builder shall comply with the SWRCB, RWQCB, County, City, and other local agency requirements regarding storm water management, inspection, and monitoring.

C. The Design-Builder 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 (TMLD) 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 Design-Builder shall be responsible for implementing and complying with. The Design-Builder's prepared SWPPP will supersede the Authority's Initial SWPPP in its entirety. The Design-Builder is responsible for providing the detail planning and compliance activities insofar as they would potentially affect the Design-Builder'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 Design-Builder for developing his SWPPP. The Initial SWPPP is being provided for informational purposes only and shall be revised to correspond to the Design-Builder's actual work areas, staging areas, storage yards and stockpile areas, access roads, and specific means and methods of construction.

2. The Design-Builder's Qualified SWPPP Developer shall be fully responsible for preparing the SWPPP to reflect the Design-Builder's specific activities on the Project. The Design-Builder is fully responsible for assuring that the SWPPP complies with the General Permit.

3. The Design-Builder 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 Design-Builder activities shall be coordinated with other construction activities and SWPPPs at the site.

B. If a violation of the Permit is due to the Design-Builder's actions or inactions

and a fine is assessed, the Design-Builder shall be responsible for the fine and all applicable remediation requirements.

C. The Design-Builder 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 Design-Builder for this project. The Design-Builder 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 Design-Builder's SWPPP must address the monitoring and control of these pollutants and any others identified by the Design-Builder pursuant to his means and methods.

4.4 DESIGN-BUILDER RESPONSIBILITIES

A. The Design-Builder 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 Design-Builder 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 Design-Builder'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). 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 Design-Builder 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 Design-Builder 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 Design-Builder'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 Design-Builder 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 Design-Builder 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 Design-Builder'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 Design-Builder shall develop and submit an annual report to the Owner's Advisor for the time frame between the Notice to

Proceed or last previous annual report, and the Final Completion Date.

I. The Design-Builder shall provide evidence to the Owner's Advisor 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 Design-Builder shall provide evidence to the Owner's Advisor 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. Design-Builder shall provide evidence and demonstrate that his QSD and QSP are qualified to develop PRDs, SWPPP, etc. and supervise the implementation to the Owner's Advisor.

L. The Design-Builder 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 Design-Builder's QSD or QSP(s).

M. The Design-Builder 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 Design-Builder on the construction site during the duration of the Project. Reports shall be certified by the Design-Builder's QSD or QSP. Reports shall be submitted to the Owner's Advisor no later than two (2) business days after actual inspection.\

O. The Design-Builder 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 Design-Builder shall take immediate action if directed by the Owner's Advisor or if the Design-Builder observes contaminants and/or sediments entering the storm drainage system, to prevent further storm water from entering the system.

P. The Design-Builder 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 Design-Builder'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 Design-Builder to the Authority consist of the following and shall be certified. The Design-Builder'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 Design-Builder's responsibility for SWPPP Implementation shall continue throughout any temporary suspension of Work.

1.5 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 Design-Builder 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. Design-Builder 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 Design-Builder 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.

5.1 AESTHETICS

A.

1.

a.

5.2 DUST CONTROL

A.

1.

a.

5.3 BIOLOGICAL RESOURCES

A.

1.

a.

5.4 CULTURAL RESOURCES

A.

1.

a.

5.5 WATER RESOURCES

A.

1.

a.

5.6 NOISE AND VIBRATION

A.

1.

a.

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

SECTION 01 42 00

NOT USED

SECTION 01 45 16

NOT USED

SECTION 01 51 00

NOT USED

SECTION 01 57 00

TEMPORARY CONTROLS

1.0 NOT USED

2.0 NOT USED

3.0 NOT USED

4.0 NOT USED

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 Design-Builder 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 Design-Builder'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 Design-Builder.

6.0 NOT USED

7.0 NOT USED

8.0 NOT USED

9.0 NOT USED

10.0 NOT USED

11.0 TREES AND SHRUBS

Except as noted on the Plans, the Design-Builder shall remove no trees or shrubs without authorization of the Owner's Advisor/Owner's Advisor. Serious injuries to trees shall be avoided. No major roots shall be cut if, on the opinion of the Owner's Advisor, such cutting would seriously injure or imperil the health of the trees.

12.0 NOT USED

13.0 NOT USED

14.0 NOT USED

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

SECTION 01 66 00

NOT USED

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 Design-Builder and shall remain the property of the Authority, and shall be delivered and stored by the Design-Builder at the location on the site designated by the Owner's Advisor/Owner's Advisor:

Note to Specification Preparer: Coordinate with the Owner's Advisor 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 Design-Builder and not retained by the Authority, shall be removed by the Design-Builder from the site.

2.0 DESIGN-BUILDER 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 Owner's Advisor. The Design-Builder 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 Design-Builder from the use of property other than the property procured by the Authority for construction purposes. The Design-Builder 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.

2.3 STORAGE ON PROPERTY PROCURED BY THE DESIGN-BUILDER

Any agreement made between the Design-Builder 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 Design-Builder 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 Owner's Advisor 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

NOT USED

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

SECTION 01 71 37

NOT USED

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

SECTION 01 74 23

NOT USED

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

SECTION 01 78 23

OPERATION AND MAINTENANCE DATA

1.0 OPERATION AND MAINTENANCE

The Design-Builder 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 Owner's Advisor for general content, and the Owner's Advisor will advise the Design-Builder 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 ASSET MANAGEMENT AND TRACKING REQUIREMENTS

The Design-Builder 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 Owner's Advisor will provide the necessary equipment forms to the Design-Builder within ten (10) days of NTP. Utilize SVCW's CMMS platform to generate equipment location tags and populate equipment register. During construction, the Design-Builder shall obtain class specific equipment information from each vendor.

DB update PMs, SOPs, LOTOs, operations manual?

***** 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 Owner's Advisor/Owner's Advisor, 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 Owner's Advisor/Owner's Advisor 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, Design-Builder's name and address, list of documents, and signature of Design-Builder prior to request for Final Payment.

E. Record documents shall be available for the Owner's Advisor to review to ascertain that changes have been recorded.

F. Failure of the Design-Builder 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 *****

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 Design-Builder 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 Design-Builder shall inventory such parts and transmit the inventory, in writing, to the Owner's Advisor/Owner's Advisor 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.

2.0 SPARE PARTS LIST

Prior to training, Design-Builder shall submit a list of all recommended spare parts and approximate costs to the Owner.

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

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

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

CWSRF Program

Part 1:
American Iron and Steel (AIS) Requirements

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 Design-Builder 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 Design-Builder 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 Design-Builder 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

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

CWSRF Program

Part 3, Continued:
Davis Bacon - Federal Wage Determination for San Mateo County

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.

(REMAINDER OF PAGE LEFT BLANK)

APPENDIX 3

NOT USED

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									

APPENDIX 5

EXAMPLE EQUIPMENT SUMMARY FORMS

(CONTINUES ON NEXT PAGE)

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

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

Silicon Valley Clean Water
Contract Documents

(INSERT PROJECT NAME/TITLE and CIP#)

TABLE OF CONTENTS

DIVISION 0 – BIDDING AND CONTRACT REQUIREMENTS		PAGE
Section 00 11 13	Request for Bid	00 11 13-1
Section 00 41 00	Proposal	00 41 00-1
Section 00 45 19	Non-Collusion Affidavit	00 45 19-1
Section 00 52 00	Agreement	00 52 00-1
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 and Indemnity	00 73 16-1
DIVISION 1 – GENERAL REQUIREMENTS		
Section 01 11 00	Summary of Work	01 11 00-1
Section 01 29 00	Measurement and Payment	01 29 00-1
Section 01 41 00	Regulatory Requirements	01 41 00-1
Section 01 42 00	References	01 42 00-1
Section 01 33 23	Shop Drawings, Product Data and Samples	01 33 23-1
Section 01 75 16	General Test Requirements	01 75 16-1
Section 01 78 23	Operations and Maintenance Data	01 78 23-1
Section 01 78 43	Spare Parts and Maintenance Materials	01 78 43-1

DIVISION 2 through 17 – TECHNICAL SPECIFICATIONS

(Insert as Required or NOT USED)

PLANS

(List all plan sheets included by Drawing or Sheet Number or NOT USED)

*****END OF TABLE OF CONTENTS*****

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.

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:

	Item	**Checked**
1.	Bid Form (Section 00 41 00)	_____
2.	Non-Collusion Affidavit (Section 00 45 19)	_____

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

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:

BID SCHEDULE

Silicon Valley Clean Water

Bid Item	Quantity	Unit	Description	Unit Price	Extended Amount
(Note: See Section 01 29 00-2.0 of General Requirements for Bid Item Descriptions.)					
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**.

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 *****

SECTION 00 45 19

NON-COLLUSION AFFIDAVIT
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

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)

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.

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

WITNESS my hand and official seal.

_____
Signature of Notary

Place Notary Seal Above

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

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").

W I T N E S S E T H:

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.

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.

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.

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 *****

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.

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).

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

SECTION 00 62 16.12

AUTOMOBILE LIABILITY INSURANCE ENDORSEMENT

AUTOMOBILE LIABILITY SPECIAL ENDORSEMENT FOR _____ (Entity)			**SUBMIT IN DUPLICATE**	
			ENDORSEMENT NO.	ISSUE DATE (MM/DD/YY
PRODUCER Telephone	**POLICY INFORMATION:** Insurance Company: Policy No.: Policy Period: (from) (to) LOSS ADJUSTMENT EXPENSE ☐ Included in Limits ☐ In Addition to Limits			
	☐ Deductible ☐ Self-Insured Retention (check which) of $ _____			
NAMED INSURED	**APPLICABILITY**. This insurance pertains to the operation and/or tenancy of the named insured under all written agreements and permits in force with the Entity unless checked here ☐ in which case only the following specific agreements and permits with the Entity are covered: CITY AGREEMENTS/PERMITS			
TYPE OF INSURANCE	**OTHER PROVISIONS**			
☐ COMMERCIAL AUTO POLICY ☐ BUSINESS AUTO POLICY ☐ OTHER _____ _____				
LIMITS OF LIABILITY	**CLAIMS**: Underwriter's representative for claims pursuant to this insurance. Name: _____ Address:_____ Telephone: ( )			
$ _____ per accident, for bodily injury and property damage				

In consideration of the premium charge and notwithstanding any inconsistent statement in the policy to which this endorsement is attached or any endorsement now or hereafter attached thereto, it is agreed as follows:

1. INSURED. The Authority, 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 are included as additional insureds with regard to damages and defense of claims arising from ownership, operation, maintenance, use, loading or unloading of any auto owned, leased, hired or borrowed by the Named Insured, regardless of whether liability is attributable to the Named Insured or a combination of the Named Insured and 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 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	
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.	**AUTHORIZED REPRESENTATIVE** ☐ Broker/Agent ☐ Underwriter ☐_____ 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. Signature_____ (*original signature required)* Telephone: ( ) Date Signed _____

Note: ORGANIZATION or ENTITY on this form shall refer to SILICON VALLEY CLEAN WATER (SVCW, or the AUTHORITY)

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

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,

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

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

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

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.

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

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

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.

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	XXXXXXX 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.

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

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.

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

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

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.

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.

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")

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.

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*****

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.

***** 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 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.

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.

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.

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 subtier-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.

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
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
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

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

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.

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.

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.

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

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

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*****

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:

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 *****

SECTION 01 78 43

SPARE PARTS AND MAINTENANCE MATERIALS

1.0 RESPONSIBILITY FOR SPARE PARTS AND TOOLS

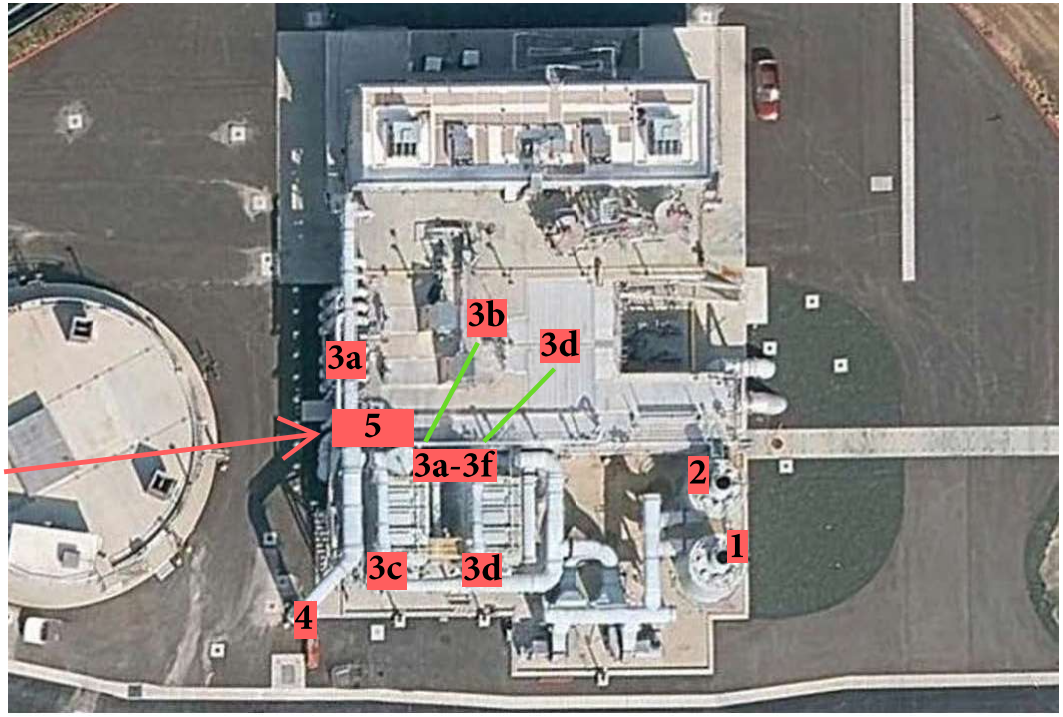
Unless otherwise specified, where equipment, special repair tools, safety equipment, or other loose parts are specified to be furnished, they shall be stored by the Supplier until the permanent installation is complete and before start-up and training period commences. Upon delivery, each part shall 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 *****

SVCW Front of Plant Complex - Sample Site Locations

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.



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.

LEGEND

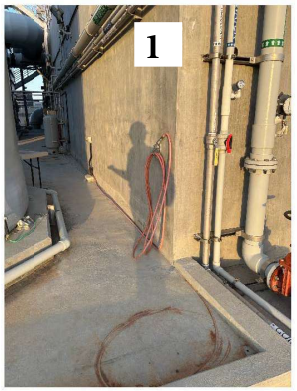
= Sample Site

= Location Indicator

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.

1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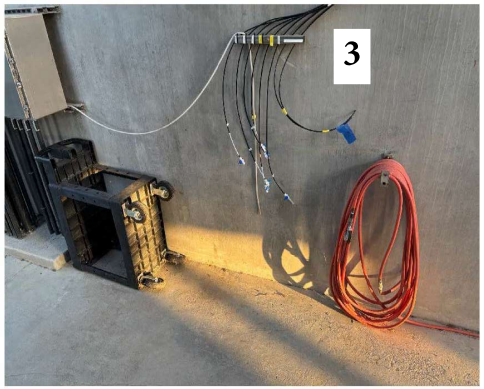
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3a

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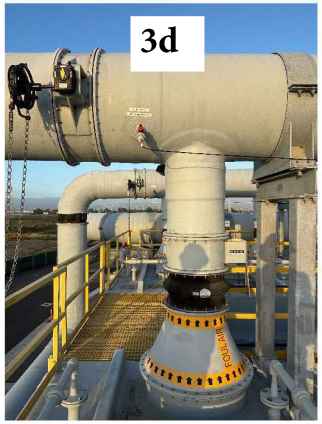
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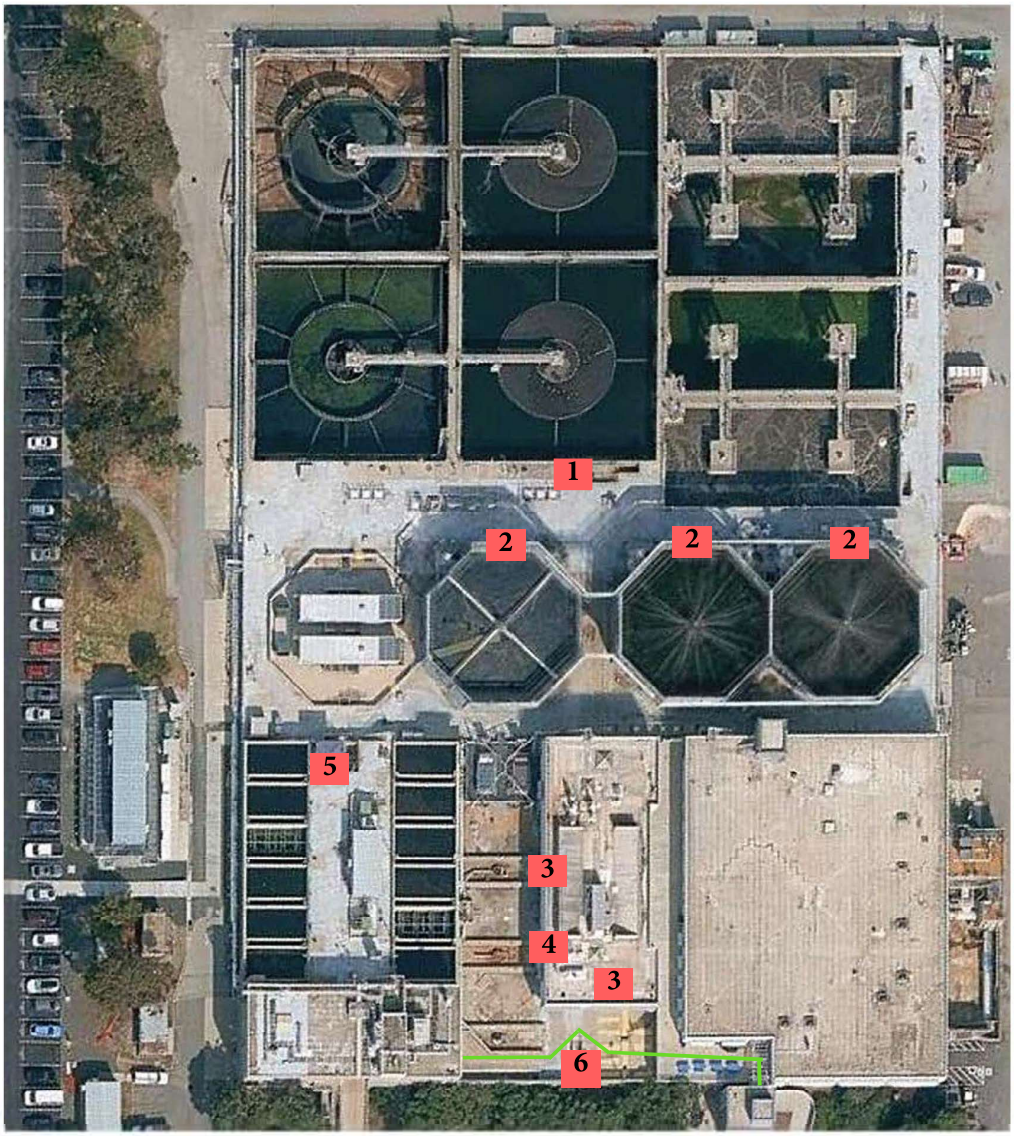
109 Deck Sample Site Locations



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.

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.

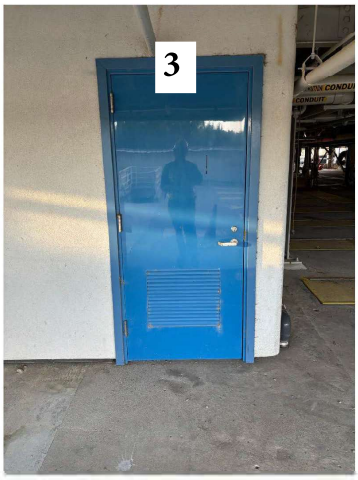
5. H2S Sample Location - Do not obstruct the door or inside of the room. H2S sampling done throughout room.

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.

1

2

3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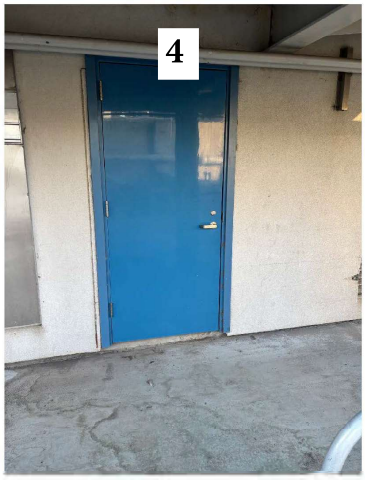
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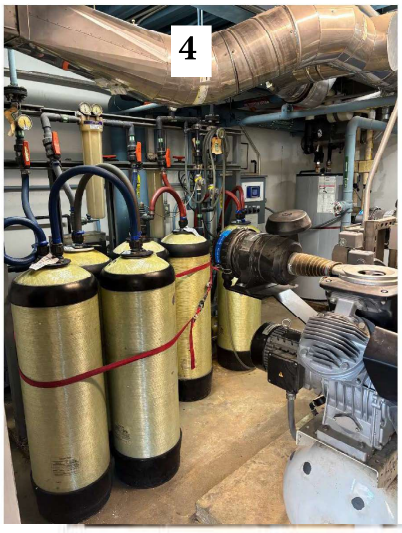
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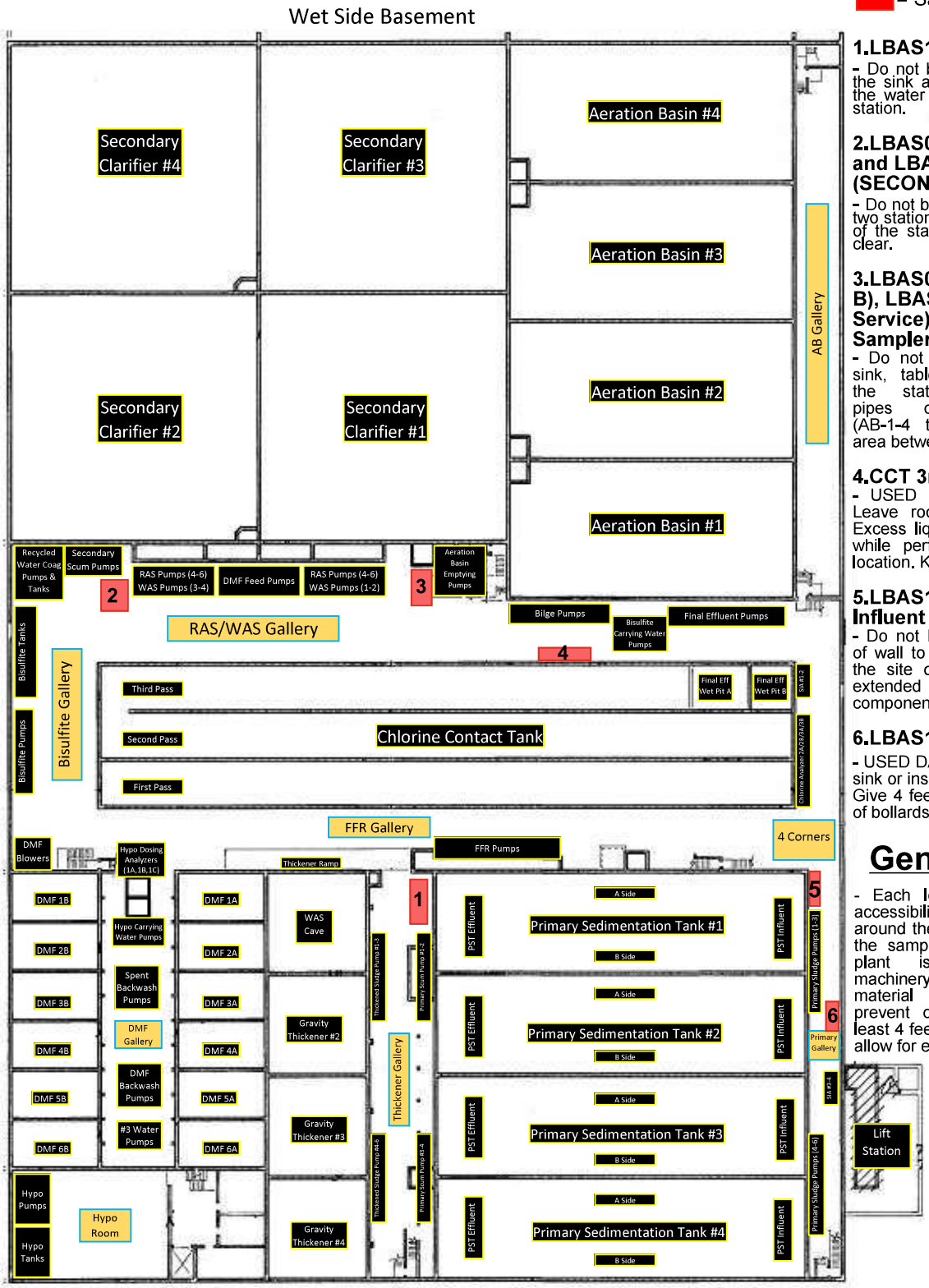
Basement Gallery Sample Site Locations



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.

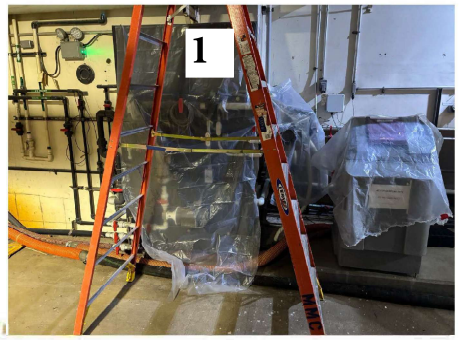
4.CCT 3rd Pass EFF-001D
- USED DAILY. Do not obstruct. Leave room for a sampling cart. Excess liquid has previously spilled while performing sampling at this location. Keep area clear.

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.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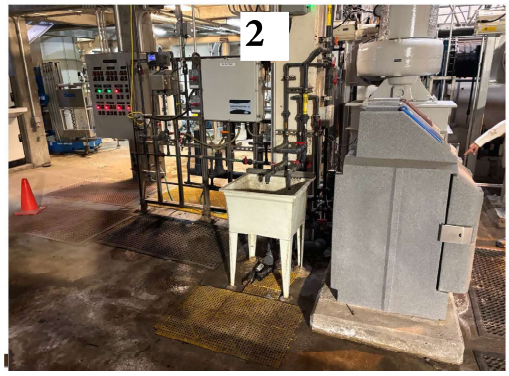
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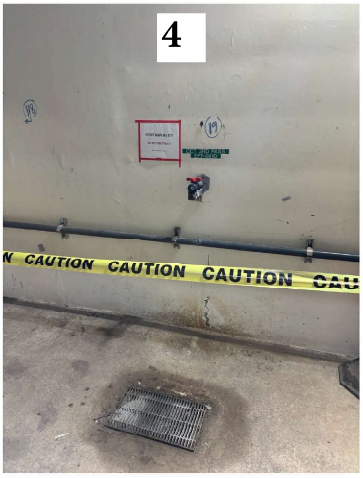
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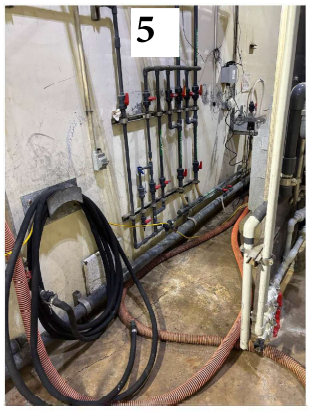
CAUTION CAUTION CAUTION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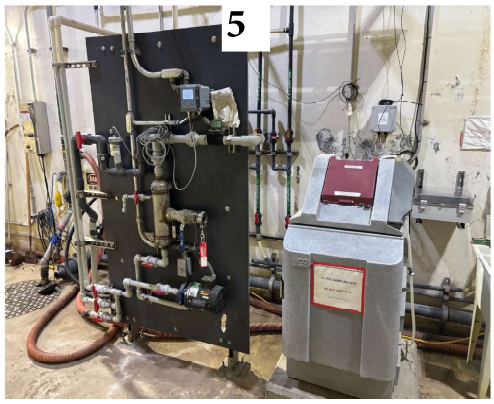
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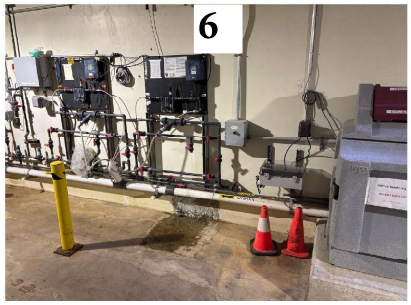
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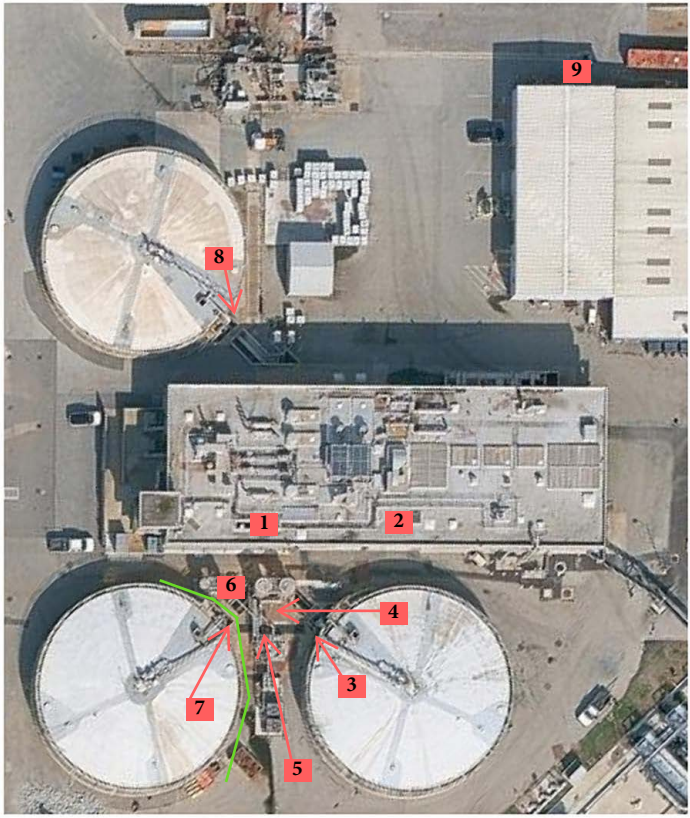
SVCW Sample Site Locations - SHB/Digesters

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

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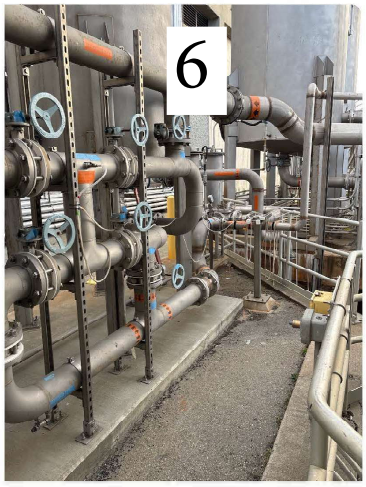
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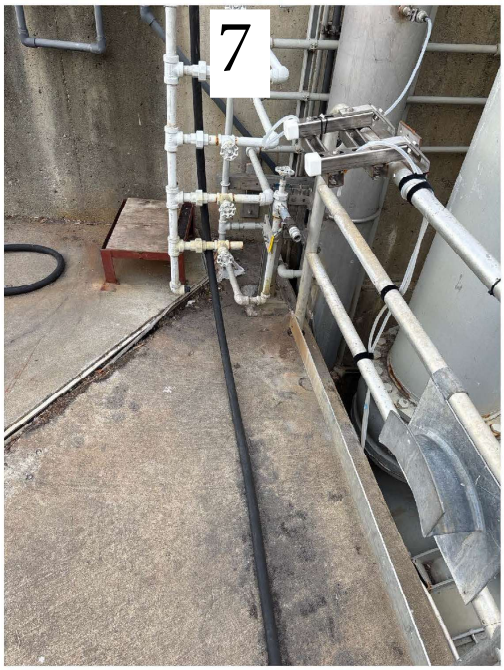
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Agenda Report

From: Matthew Zucca
Report Type: Action Item
Lead Department: Finance
Meeting Date: October 8, 2026

Subject:

Adopt a Miscellaneous Fees Schedule

Recommendation:

Move adoption of RESOLUTION NO. SVCW 26-21 approving Silicon Valley Clean Water's (SVCW) miscellaneous receiving fees based on current cost-of-service analyses and market benchmarking.

Background:

SVCW operates four specialty receiving programs that provide operational, environmental, and financial benefits to the community. These programs allow approved third parties to deliver and discharge materials for treatment and processing at SVCW facilities, subject to permit requirements and operational controls. Charges for these services include:

- Septage Receiving
- Fats, Oils, and Grease (FOG) Receiving
- Leachate Receiving
- Food Waste Receiving

These services require dedicated infrastructure, operational oversight, maintenance activities, administrative support, regulatory compliance, and treatment capacity. Periodic review of the associated fees is necessary to ensure that rates remain aligned with the costs incurred by SVCW in providing these services and reflect changing market conditions.

<u>Cost-of-Service Analysis</u>

SVCW Process Engineering completed a detailed evaluation of the costs associated with each receiving program. The objective of the analysis was to identify the direct and indirect costs incurred by SVCW in receiving, handling, processing, and treating each waste stream and to determine whether current fee levels appropriately recover those costs. The review included consideration of factors such as:

- Receiving station infrastructure and capital recovery;
- Operations and maintenance requirements;
- Utility consumption and treatment impacts;
- Labor associated with waste acceptance, manifest review, administration;
- Equipment maintenance and replacement;
- Residuals handling and disposal costs;
- Regulatory compliance and monitoring activities; and
- Other costs reasonably attributable to providing each receiving service.

For example, Process Engineering's recent evaluation of the FOG receiving program assessed receiving station capital investments, cleaning and maintenance activities, manifest processing requirements, dewatering impacts, solids handling, and other operational expenses associated with managing FOG deliveries. The analysis was performed to determine the cost of providing the service and to support evaluation of the existing tipping fee structure.

The resulting analyses provide a cost-based framework for evaluating the appropriateness of SVCW's miscellaneous receiving fees.

Independent Review

To provide an additional level of assurance, SVCW retained an independent consulting firm to review the methodologies, assumptions, and calculations developed by Process Engineering. The consultant reviewed the cost allocation approach, supporting data, operating assumptions, and resulting fee calculations. Based on that review, the consultant determined that the methods employed by SVCW are reasonable and provide an appropriate basis for evaluating the costs associated with each receiving program. The consultant's review supports the conclusion that the analyses provide a sound technical and financial foundation for consideration of updated fee levels.

Market Benchmarking

In addition to reviewing the cost analyses, the consultant conducted a benchmarking survey of comparable wastewater agencies and resource recovery facilities that accept similar waste streams. The benchmarking effort evaluated fee structures and tipping rates charged for septage, FOG, leachate, and food waste receiving services throughout California and other relevant regional markets. The purpose of the survey was to understand how SVCW's rates compare with those of peer agencies and to identify opportunities to improve competitiveness, cost recovery, and alignment with industry

practices.

The benchmarking results indicate that SVCW's current miscellaneous fees are generally competitively positioned within the market. However, the review also identified opportunities to better align certain fees with the actual cost of providing the service, as reflected in the cost-of-service analyses; and/or prevailing market rates charged by comparable agencies. Implementing targeted adjustments to selected fees will improve consistency between SVCW's cost recovery objectives and market conditions while maintaining competitive positioning for permitted waste haulers and service providers.

Discussion:

The cost-of-service analyses completed by SVCW Process Engineering, together with the independent consultant review and market benchmarking study, provide a reasonable basis for updating SVCW's miscellaneous receiving fees. While current fees are generally comparable to benchmarked agencies, consideration should be given as to whether recommended fee revisions would allow fees to remain aligned with both the cost of providing service and prevailing market conditions.

Based upon the cost-of-service analyses, together with the market benchmarking study, staff requests authorization to increase miscellaneous fees up to a certain maximum rate, as illustrated in the following table:

SVCW Miscellaneous Fees
Discussion October 2026

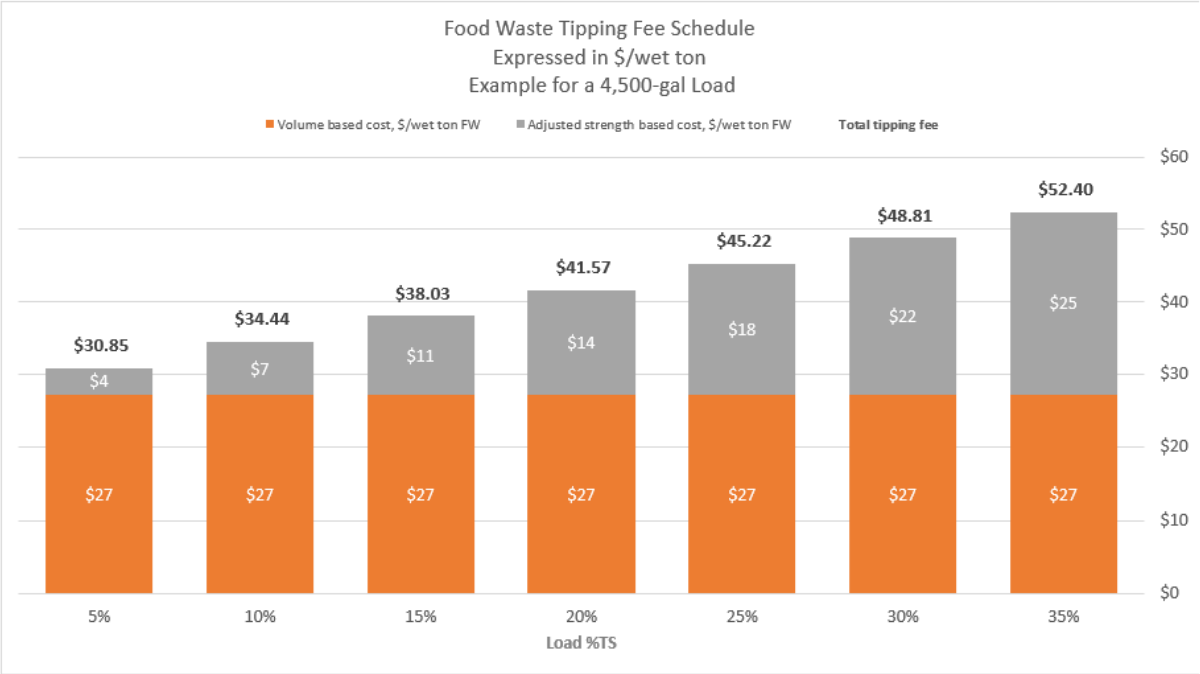
Service	*Current Fee*	Current Annual $, Estimated	*Recommended Maximum Fee*	Adjusted Annual $, Estimated	Potential Increase/ (Decrease)
Septage	*$0.050/gl*	$ 5,000	$0.040/gl	$ 4,000	$ (1,000)
FOG	*$0.050/gl*	335,000	$0.055/gl	370,000	35,000
Leachate	*$16.60/1k gal*	400,000	$59.25/1k gal	1,430,000	1,030,000
Food Waste	*$32/ton, any concentration*	310,000	$48.80, 30% concentration	470,000	160,000
TOTAL		**$1,050,000**		**$2,274,000**	**$1,224,000**

Septage rates would continue to be based on the cost of providing this service. Despite the rate decrease, the low volume results in a nominal impact on revenues.

FOG rates would likewise be based on the cost of service. The maximum FOG fee could be increased by 1/2 of a cent per gallon, and result in $35 thousand more revenue.

The leachate receiving fee is a charge for use of SVCW's facilities and treatment capacity. The proposed rate reflects the market value of that access, as the proposed maximum fee matches the median from benchmarked agencies. Unlike other miscellaneous fees, the cost and risks associated with receiving leachate are not directly measurable. And while the current $16.60/1000 gallon rate reflects general wastewater treatment operations, it ignores the impact of undesirable constituents found in leachate like industrial chemicals, metals, PFAS, and other contaminants that conventional treatment processes are not designed to remove. These potential regulatory, environmental, and financial risks associated with leachate acceptance can outweigh the revenue generated by the program; therefore, many agencies use benchmark rates to incorporate those risks.

Food waste receiving fees are proposed to be updated for cost of service and restructured to recognize the varying concentrations that may be delivered. Note that, while SVCW currently charges a $32/wet ton flat tipping fee that did not consider concentrations, the recommended maximum rates are based upon a two-part cost-of-service structure. This structure separately accounts for the volume and strength of food waste received. The approach better aligns rates with the primary cost drivers of processing food waste such as hydraulic loading, solids loading, chemical use, dewatering activities, biosolids management, and related operational impacts. It also credits the value of renewable energy recovered through anaerobic digestion. The revenues in the above table illustrate that all food waste material currently received by SVCW has consistently been at a 30% concentration. If this concentration changes, or if other customers join and bring different material, the calculated maximum rates would be as follows:



Proposed CPI Adjustment Authority

To reduce the need for frequent comprehensive fee studies while maintaining reasonable alignment between fee revenues and inflationary cost increases, staff recommends authorizing annual adjustments to SVCW's miscellaneous fees based on changes in the Consumer Price Index for All Urban Consumers (CPI-U), San Francisco-Oakland-Hayward Metropolitan Area, as published by the U.S. Bureau of Labor Statistics.

Under the proposed approach, the Board would authorize annual increases to the miscellaneous fees for septage receiving, fats, oils and grease (FOG) receiving, leachate receiving, and food waste receiving by an amount not to exceed the annual percentage change in the San Francisco CPI-U. Such adjustments would be applied administratively and would become effective each fiscal year following publication of the applicable CPI data.

The CPI adjustment authority would be limited to a period of five (5) years from the effective date of the fee schedule. At the conclusion of the five-year period, staff would return to the Board with an updated cost-of-service review and market benchmarking assessment before seeking any additional adjustment authority. This limitation is intended to ensure that fees continue to reflect both the actual costs incurred by SVCW in providing these services and prevailing market conditions, while minimizing administrative burden associated with annual fee reviews.

Staff believes that a limited CPI-based adjustment mechanism represents a prudent and transparent approach to preserving cost recovery during the period between comprehensive fee studies and helps reduce the potential for significant fee increases that can result when rates remain unchanged for extended periods.

Climate Effects:

There are no climate effects resulting from this action.

Financial Impacts:

Adopting these fees would increase additional revenue derived from third parties. Based on recent activity, the revenue increase, if maximum fees were imposed, is estimated to be between $1,000,000 and $1,200,000 annually.

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.

Member Agency Engagement:

Information was shared with the Technical Committee on August 27, 2026.

Attachments:

1. RESOLUTION NO. SVCW 26-21
2. Miscellaneous Fees Study

Prepared by:

Matthew Zucca, Manager

RESOLUTION NO. SVCW 26-21

RESOLUTION ADOPTING A SCHEDULE OF MAXIMUM MISCELLANEOUS FEES FOR SPECIALTY WASTE RECEIVING SERVICES AND AUTHORIZING LIMITED ANNUAL ADJUSTMENTS BASED UPON THE CONSUMER PRICE INDEX

WHEREAS, Silicon Valley Clean Water ("SVCW") wastewater treatment facilities receive and process certain specialty waste streams, including septage, fats, oils and grease ("FOG"), landfill leachate, and food waste, which require treatment, monitoring, handling, and disposal services beyond those ordinarily provided through sewer service charges; and

WHEREAS, the acceptance and treatment of specialty waste streams utilize treatment capacity, operating resources, laboratory services, regulatory compliance activities, administrative resources, and infrastructure owned and operated by SVCW; and

WHEREAS, SVCW has evaluated the costs associated with receiving, transporting, handling, monitoring, treating, and disposing of such specialty waste streams; and

WHEREAS, SVCW has further considered a market benchmark survey of comparable wastewater agencies and treatment facilities offering similar specialty waste receiving services, including a review of prevailing fees charged within the regional and broader California marketplace; and

WHEREAS, the Commission finds that the maximum fees established by this Resolution are informed by both the documented cost-of-service analysis and market benchmark survey, are reasonably related to the costs incurred by SVCW in providing such services, and are not expected to generate revenues that exceed the reasonable costs attributable to the specialty waste receiving program; and

WHEREAS, the Commission further finds that the fee schedule established herein promotes equitable cost recovery by allocating the costs of specialty waste receiving services to users of such services rather than to SVCW's general ratepayers; and

WHEREAS, this Commission desires to establish maximum authorized fees that may be charged for such services while preserving flexibility for SVCW staff to charge amounts less than the maximum fees when determined to be in the best interest of SVCW; and

WHEREAS, this Commission desires to authorize limited future administrative adjustments to such maximum fees based upon inflation while avoiding the administrative burden of annual Commission action.

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

Section 1. Findings.

The foregoing recitals are true and correct and are incorporated herein by this reference.

Section 2. Adoption of Maximum Miscellaneous Fees.

The Commission hereby adopts the Maximum Miscellaneous Fee Schedule attached as Exhibit A and incorporated herein by this reference.

The fee amounts identified in Exhibit A shall constitute the maximum rates that may be charged for the covered services.

Nothing in this Resolution shall require SVCW to charge the maximum authorized amount. The SVCW Manager, or designee, may establish and charge fees at amounts below the maximum authorized fees whenever determined appropriate based upon operational, contractual, market, or policy considerations.

Section 3. Cost Recovery Basis.

The Commission finds that the fees established by this Resolution:

1. Are imposed for specific services provided directly to waste haulers, generators, and other users;
2. Do not exceed the reasonable costs borne by SVCW in providing such services;
3. Are reasonably related to the service provided;
4. Are intended to recover costs associated with receiving, handling, monitoring, treatment, compliance, administration, disposal, and related capital infrastructure; and
5. Are consistent with applicable provisions of California law.

Section 4. Administrative CPI-U Adjustments.

Beginning July 1 following adoption of this Resolution, and on each July 1 thereafter through and including July 1 of the fifth anniversary year of this Resolution, the SVCW Manager is authorized to administratively increase the maximum fees established by Exhibit A.

Such adjustment shall not exceed the percentage increase in the Consumer Price Index for All Urban Consumers (CPI-U), San Francisco-Oakland-Hayward

Metropolitan Area, as published by the United States Bureau of Labor Statistics for the most recently available twelve-month period.

If publication of such index ceases, the SVCW Manager may utilize a comparable successor index.

Administrative adjustments made pursuant to this Section shall not require further Commission action.

The authority granted under this Section shall expire five (5) years following the effective date of this Resolution, after which any further fee adjustments shall require Commission approval.

Section 5. Implementation.

The SVCW Manager is authorized to take all actions reasonably necessary to implement this Resolution and administer the fee schedule adopted herein.

Section 6. Severability.

If any provision of this Resolution is held invalid by a court of competent jurisdiction, such invalidity shall not affect any remaining provisions of this Resolution.

Section 7. CEQA.

The Commission finds that adoption of this Resolution is not a project under Section 15378(b)(4) and Section 15378(b)(5) of the California Environmental Quality Act Guidelines because it constitutes governmental fiscal and administrative activities and the establishment of charges for services.

Section 8. Effective Date.

This Resolution shall become effective immediately upon adoption.

Regularly passed and adopted by the Commission of Silicon Valley Clean Water at the regular meeting thereof held on the 8th day of October, 2026 by the following vote:

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

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

ABSENT:

ABSTAIN:

_____
Neil Layton, CHAIR
Silicon Valley Clean Water Commission

Attest: _____
Tom McCune, SECRETARY
Silicon Valley Clean Water

EXHIBIT A
MAXIMUM MISCELLANEOUS FEES FOR SPECIALTY WASTE RECEIVING SERVICES

Service	Maximum Authorized Fee
Septage Receiving	$0.090 per gallon
Fats, Oils, and Grease (FOG) Receiving	$0.055 per gallon
Leachate Receiving	$59.25 per 1000 gallons
Food Waste Receiving (5% concentration)	$30.90 per wet ton
Food Waste Receiving (10% concentration)	$34.40 per wet ton
Food Waste Receiving (15% concentration)	$38.00 per wet ton
Food Waste Receiving (20% concentration)	$41.60 per wet ton
Food Waste Receiving (25% concentration)	$45.20 per wet ton
Food Waste Receiving (30% concentration)	$48.80 per wet ton
Food Waste Receiving (35% concentration)	$52.40 per wet ton

Notes

1. The fees identified above represent maximum authorized charges and may be charged at lesser amounts as determined by the SVCW Manager or designee.
2. The SVCW Manager may establish operational procedures, acceptance criteria, permit requirements, hauling requirements, sampling protocols, and other conditions governing acceptance of specialty wastes.
3. Fees may be adjusted pursuant to Section 4 of the Resolution for a period not to exceed five years following adoption.

SILICON VALLEY CLEAN WATER

Miscellaneous Fee Study

September 30, 2026

HF&H Consultants
590 Ygnacio Valley Rd. Suite 105
Walnut Creek, CA 94596
Phone: (925) 977-6950
Web: hfh-consultants.com

September 30, 2026

Matt Zucca
Authority Manager
Silicon Valley Clean Water
1400 Radio Road
Redwood City, CA 94065

Sent via email: mzucca@svcw.org

Subject: Miscellaneous Fee Study - DRAFT

Dear Matt Zucca,

Silicon Valley Clean Water ("SVCW") requested HF&H conduct an evaluation of selected miscellaneous waste hauler discharge fees associated with septage, fats, oils, and grease ("FOG"), leachate, and food waste. Unlike standard wastewater service charges, these waste streams are delivered directly to SVCW by haulers and can vary significantly in volume, strength, composition, and operational impact. Accordingly, the fees associated with these services may reflect treatment requirements, receiving and handling costs, infrastructure needs, solids management, and other program-specific considerations.

Sincerely,

Rick Simonson
Senior Vice President

CONTENTS

EXECUTIVE SUMMARY 1
Findings and Alternatives 1
Cost recovery Methodology and Limitations 3
Benchmarking Methodology and Limitations 4

I. SEPTAGE 5
Cost and Cost Recovery 5
Benchmark 5

II. FATS, OILS, AND GREASE 7
Cost and Cost Recovery 7
Cost Recovery Summary 9
Benchmarking 10

III. LEACHATE 12
Cost and Cost Recovery 12
Benchmarking 12

IV. FOOD WASTE 14
Cost and Cost Recovery 14
Cost Recovery 16
Benchmarking 17

FIGURES

Figure E-1. Current and Alternatives 2
Figure I-1. Septic Fee Benchmark Survey 6
Figure II-1. FOG Processing Cost Summary 9
Figure II-2. FOG Fees Benchmarking Survey 10
Figure II-3. FOG Fees CMSA 10
Figure II-4. FOG Fees Napa San 11
Figure III-1. Leachate Fee Benchmarking Survey 13
Figure IV-1. Food Waste Processing Cost Summary 17
Figure IV-2. Food Waste Fees 18
Figure IV-3. Food Waste Tipping Fee with varying Total Solids 19

Executive Summary

SVCW's evaluation supports different fee-setting approaches based on the characteristics and objectives of each hauled-waste program. For FOG and food waste, detailed cost-recovery analyses provide the primary basis for this study, with benchmarking used to evaluate market competitiveness. For septage and leachate processing the process is blended into existing influent, so their marginal impact on energy use, aeration demand, solids production, and chemical consumption is not directly observable, which makes it difficult to determine the incremental costs of accepting such material. Therefore, we consider establishing fees based on market benchmarks given the nature and volume of these services.

SVCW developed technical memoranda evaluating the principal cost drivers associated with its hauled-waste programs. HF&H reviewed these analyses, provided feedback on the underlying methodologies and assumptions, and incorporated their findings into this study to provide additional context regarding the basis and reasonableness of the resulting fees. Because each waste stream affects SVCW's facilities differently, the cost recovery methodologies vary by service. For example, FOG characteristics are sufficiently consistent to support a primarily volume-based cost analysis, while food waste costs are affected by both the volume received and the concentration of solids delivered.

Cost-of-service rules apply to SVCW's revenue requirement – the total cost needed to operate maintain, and reinvest in the wastewater collection system, which is the purpose of the facility. Handling the subject materials is optional and a convenience-based service for those customers who choose to bring the materials to SVCW. Setting rates for handling the materials being studied do not require SVCW to charge based on the cost of service as miscellaneous fees do not materially affect the revenue requirement and therefore do not require cost-based justification. Benchmarks help determine whether planned charges fall within a reasonable range compared to similar facilities. Therefore, we have conducted benchmarking analyses to provide a market-based perspective. Benchmarking does not, by itself, determine the cost of providing service. It provides useful context regarding SVCW's competitive position and can inform decisions regarding potential fee adjustments which SVCW may elect to charge fees which are less or greater than the costs to reflect market norms.

For each waste stream, the following sections first describe the applicable cost recovery methodology, if applicable, and estimated cost of processing the material, followed by the benchmarking results and resulting fee considerations. This structure allows SVCW to consider both the underlying economics of providing each service and the rates charged for comparable services elsewhere.

FINDINGS AND ALTERNATIVES

SVCW's current hauled-waste fees are generally competitively positioned; however, the analyses identify opportunities to better align certain fees with either the costs of providing service or prevailing market conditions. For FOG and food waste, SVCW may want to use the cost-recovery analyses as the primary basis for establishing the fees, with benchmarking used to evaluate competitiveness. For septage and leachate, market benchmarking provides the

primary basis for evaluating potential fee adjustments. **Figure E-1** below summarizes the current, proposed, and cost-based rates for each of the services.

Figure E-1. Current and Alternatives

Service	Current Rates	Cost-Based Rates	Market-Based** Rates
Septage	$0.050 per gal		$0.090 per gal
FOG	$0.050 per gal	$0.055 per gal	$0.070 per gal
Leachate	$16.60 per 1,000 gal		$59.25 per 1,000 gal
Food Waste	$32.00 per ton	$41.57 per ton*	$35.00 per ton*

** Determined by formula below; For comparison purposes, the calculated rate per ton assumes a typical 4,500 gallon load with 20% Total Solids (TS)*
*** Rates based on benchmark mediums*

$$Food\ Waste\ Tipping\ Fee, \$ = 1.22\ x \left(\left[\frac{\$0.093}{gal}\ x\ Load\ vol., gal\right] + \left[\frac{\$58.88}{dry\ ton}\ x\ Load\ mass, dry\ ton\right]\right)$$

COST RECOVERY METHODOLOGY AND LIMITATIONS

SVCW developed technical cost recovery analyses to identify the principal costs associated with receiving, processing, and treating its miscellaneous hauled-waste streams. These analyses supplement the benchmarking review by establishing a facility-specific basis for understanding the resources consumed and costs incurred by SVCW in providing each service.

The cost recovery analyses generally evaluate the incremental capital, operating, treatment, maintenance, labor, energy, chemical, solids-management, and disposal costs attributable to each waste stream. Where appropriate, the analyses also recognize measurable benefits generated through treatment. For example, both FOG and food waste contain biodegradable organic material that generates biogas through anaerobic digestion. The estimated value of this recovered energy is credited against the applicable processing costs so that the resulting cost reflects the net impact of accepting the material.

The appropriate unit of cost recovery differs by waste stream based on the underlying cost drivers. For example, FOG is relatively consistent in composition and is therefore evaluated primarily on a per-gallon basis. Food waste, by comparison, has historically varied substantially in solids concentration. SVCW's data shows annual average concentrations ranging from approximately 10% to more than 30% total solids. Given that both hydraulic volume and solids loading affect processing costs, the food waste analysis separately identifies volume-based and strength-based costs.

The analyses rely primarily on SVCW-specific information, including historical operating and maintenance expenditures, actual hauled-waste volumes, fully burdened labor rates, chemical & energy costs, treatment characteristics, facility capital costs, and observed operational requirements. Historical averages and engineering assumptions are used where direct measurement of an incremental cost is not achievable. As a result, the calculated costs should be viewed as reasonable estimates of the costs attributable to each hauled-waste program rather than precise measurements of the cost generated by every individual delivery.

BENCHMARKING METHODOLOGY AND LIMITATIONS

Benchmarking these fees is inherently more difficult than comparing standard sewer service charges because not every wastewater treatment plant accepts these types of hauled wastes, and many facilities only accept a subset of them. Acceptance depends on several facility-specific factors, including available treatment capacity, digester capacity, headworks and receiving station infrastructure, odor and corrosion control, solids handling capacity, industrial pretreatment requirements, truck access, staffing, local market demand, and regulatory or permit limitations. As a result, a lower number of comparable agencies were available for certain categories, particularly leachate and food waste.

The food waste comparison is especially limited because food waste receiving is generally tied to anaerobic digestion and co-digestion capabilities. Facilities that do not have anaerobic digesters, do not have available digester capacity, or lack food waste pre-processing capabilities may not accept this waste stream. The EPA's 2022 and 2023 anaerobic digestion survey[1] further supports this limitation, noting that only a subset of water resource recovery facilities process food waste and that available capacity can be difficult to evaluate because facilities calculate capacity differently and must consider feedstock mix, accessibility, and pre-processing requirements.

Overall, SVCW's current fees remain competitively positioned across the evaluated hauled-waste services. Septage and leachate remain near the low end of their respective benchmark groups, while FOG and food waste fees would remain below their respective peer medians and averages.

[1] U.S. Environmental Protection Agency, "Anaerobic Digestion Facilities Processing Food Waste in the U.S. (2022 & 2023)," accessed June 25, 2026, https://www.epa.gov/anaerobic-digestion/anaerobic-digestion-facilities-processing-food-waste-us-2022-2023.

I. Septage

COST AND COST RECOVERY

SVCW receives relatively limited volumes of hauled septage and the service represents a small component of SVCW's overall operations and revenues. Given the limited activity associated with this service and the lack of dedicated metering or sampling of septage, which makes it difficult to isolate their contribution to total Operating and Maintenance (O&M) costs, a septage fee based on market conditions may be appropriate than a detailed facility-specific cost-recovery rate.

Accordingly, the benchmarking analysis provides the primary basis for evaluating the septage fee. This approach allows SVCW to establish a rate consistent with comparable hauled-septage receiving services while maintaining a straightforward fee structure.

BENCHMARK

SVCW's current septage fee of $0.05 per gallon is among the lowest rate in the benchmark group. As shown in **Figure I-1** below, SVCW's current septage fee of $0.050 per gallon remains near the low end of the benchmark group. Surveyed rates range from $0.010 to $0.260 per gallon, with most agencies charging between approximately $0.058 and $0.150 per gallon. Excluding SVCW, the peer average is approximately $0.107 per gallon and the median is $0.090 per gallon.

SVCW's current rate is therefore approximately 53% below the peer average and 44% below the median. SVCW may choose to align its septage fee more closely with market benchmarks, one option is a fee of $0.090 per gallon, as illustrated in **Figure I-1**. This option would match the surveyed peer median while remaining below the peer average and the rates charged by several comparable agencies.

Figure I-1. Septic Fee Benchmark Survey

Septic			
Agency	**Fees**		**Notes**
EBMUD	$0.120	per gal	
Monterey One Water	$0.085	per gal	
City of Santa Rosa	$0.130	per gal	
OC San	$0.090	per gal	(within boundaries)
LACSD (Carson & Pomona)	$0.058	per gal	
LACSD (Santa Clarita)	$0.133	per gal	
LACSD (Lancaster)	$0.137	per gal	
Modesto	$0.077	per gal	
City of Bakersfield	$0.090	per gal	
Watsonville	$0.087	per gal	
CMSA*	$0.070	per gal	
Central San**	$0.150	per gal	
Napa San	$0.260	per gal	
San Jose***	$0.010	per gal	
SVCW (Current)	$0.050	per gal	
Average	**$0.107**	*excludes SVCW*	
Median	**$0.090**	*excludes SVCW*	

**Septage Chemical Toilet Trucked Waste Disposal Fee = (Total volume / 1,000) x (0.27 x EDU Rate) + Facility Use Fee*
***Does not include the annual permit fees*
****Assumes mixed load; Doesn't include $15/load fixed charge*

II. Fats, Oils, and Grease

COST AND COST RECOVERY

SVCW has operated a FOG co-digestion program since the 1980s. From 2010 through 2016, grease trap waste haulers were charged approximately $0.14 per gallon. In 2016, SVCW invested approximately $600,000 to expand FOG handling capacity through receiving-station improvements, including a screening system and automated delivery controls. SVCW subsequently reduced the tipping fee to $0.05 per gallon to attract additional deliveries and increase revenue to help offset the investment. FOG deliveries increased significantly following the reduction, while the $0.05 per gallon fee has remained unchanged.

Grease trap waste is a high-strength, biodegradable slurry that can be beneficially co-digested to generate biogas. However, because the material is received in a relatively diluted form, it also creates significant hydraulic loading on SVCW's digestion system. In 2025, grease trap waste represented approximately 30% of digester hydraulic loading and reduced solids retention time by approximately 30%. The cost analysis assumes that this hydraulic impact will be managed through recuperative thickening, which removes excess liquid while returning thickened solids to the digesters, thereby helping preserve digestion and dewatering capacity for wastewater solids generated from plant influent.

The cost recovery analysis therefore evaluates the principal costs associated with receiving FOG, managing its hydraulic impact, treating the resulting liquid and solids streams, and operating the receiving program. The analysis includes capital recovery, recuperative thickening, liquid treatment, receiving-station maintenance and operation, cleaning, electrical power, delivery-manifest processing, screening-debris disposal, and residual solids treatment. The value of renewable biogas generated through co-digestion is credited against these costs.

Capital Recovery

The capital-recovery component recognizes the need to maintain reliable FOG receiving capacity. SVCW's existing screening system was installed in 2016 at a cost of approximately $600,000 and currently has no redundant screening unit. Given the substantial increase in FOG deliveries, the analysis assumes that SVCW should plan for installation of a redundant screening process to maintain service continuity.

The historical investment was escalated to approximately $888,000 in 2026 dollars using a 4% annual escalation rate. This amount was annualized over a 20-year expected service life at a 1.6% borrowing rate and allocated over an assumed processing volume of 20,000 gallons per day. The resulting capital-recovery component is approximately $0.0071 per gallon.

Recuperative Thickening

Recuperative thickening represents a significant component of the methodology. The process thickens a portion of digested sludge and returns the thickened solids to the digesters, offsetting the dilution caused by the additional FOG volume and helping maintain solids retention time and available digestion capacity.

The analysis assumes that approximately 25,000 gallons per day of water must be removed to offset FOG-related hydraulic loading. Based on the resulting solids loading, polymer dosage, and current polymer costs, the incremental polymer requirement is approximately $0.0183 per gallon of grease trap waste. An additional $0.0021 per gallon is included for operator labor associated with recuperative thickening. No separate maintenance cost is assigned because the process uses existing rotary drum thickeners and the incremental flow is not expected to materially increase equipment wear. The resulting recuperative-thickening cost is approximately $0.0204 per gallon.

Liquid Treatment

Liquid removed through recuperative thickening is returned to the headworks and must be treated through SVCW's liquid-treatment process. Although this filtrate is an internal recycle stream, it consumes treatment capacity and contributes additional BOD and TSS loading.

SVCW applied the same flow, BOD, and TSS unit-cost methodology used for member agency treatment charges. Based on the assumed filtrate characteristics, the resulting liquid-treatment cost is approximately $0.0097 per gallon of grease trap waste received.

Receiving Station Costs

FOG deliveries create direct costs associated with maintaining and operating the receiving facility. These include historical maintenance expenditures, operator time, routine and contracted cleaning, and electricity required to operate the screening equipment and transfer pumps.

When expressed on a per-gallon basis, receiving-station maintenance, operation, cleaning, and power collectively account for approximately $0.0079 per gallon of grease trap waste received.

Processing and Disposal

SVCW also incurs costs associated with administering individual deliveries and managing material removed during the receiving process. A senior operator processes delivery manifests and records incoming loads, while debris removed through screening must be hauled and disposed of at a landfill.

Based on current labor requirements and historical disposal expenditures, these processing and disposal activities contribute approximately $0.0055 per gallon to the overall FOG processing cost.

Solids Treatment

Although recuperative thickening addresses the hydraulic portion of the FOG load, residual organic solids remain in the treatment process. These solids require hydrogen sulfide control, dewatering, hauling and land application, and contribute to periodic digester-cleaning requirements.

SVCW calculated these costs on a dry-solids basis and then converted them to a per-gallon FOG cost based on expected residual solids production. The resulting solids-treatment component is approximately $0.0210 per gallon.

Biogas Production Credit

FOG provides an offsetting benefit because its high volatile-solids content generates renewable biogas during anaerobic digestion. The analysis estimates this benefit based on expected solids destruction, biogas yield, heating requirements, and the portion of generated gas that SVCW can beneficially utilize.

The analysis also deducts the cost of conditioning the gas for hydrogen sulfide, moisture, and siloxane removal. After these adjustments, the resulting net biogas credit is approximately $0.0265 per gallon, reducing the overall cost assigned to FOG.

Program and Indirect Costs

After accounting for the direct processing costs and the biogas credit, the analysis identifies approximately $0.0451 per gallon in net cost components. A 2% program-improvement allowance is then included to support continued optimization of the FOG co-digestion program.

The analysis also applies a 20% overhead allowance to account for administrative and indirect program costs. Together, these components result in an estimated full cost of approximately $0.055 per gallon.

COST RECOVERY SUMMARY

Figure II-1 below shows the FOG processing costs broken down by individual cost recovery components. Solids treatment is the largest cost driver at $0.0210 per gallon, with recuperative thickening being the second largest at $0.0204 per gallon. These two components are the most significant contributors to FOG processing costs.

Figure II-1. FOG Processing Cost Summary

Cost Component	Cost per Gallon
Capital recovery	$0.0071
Recuperative thickening	$0.0204
Water treatment	$0.0097
Receiving station	$0.0079
Prcessing & disposal	$0.0055
Solids treatment	$0.0210
Biogas production credit	($0.0265)
Sum of cost items	**$0.0451**
Program improvement allowance (2%)	$0.0009
Overhead (20%)	$0.0090
Total Estimated Cost	**$0.0550**

BENCHMARKING

As shown in **Figure II-2**, SVCW's current FOG fee of $0.050 per gallon is also near the low end of the benchmark group. Excluding agencies with variable or non-comparable rates, the surveyed FOG rates range from $0.03 per gallon to $0.16 per gallon. SVCW's current FOG fee is the second-lowest identified rate, only above Central San and the City of Santa Rosa. CMSA and Napa San have tiered rate structures, which are shown in detail in **Figure II-3** and **Figure II-4**.

Figure II-2. FOG Fees Benchmarking Survey

Fats, Oil, and Grease		
Agency	**Fees**	**Notes**
EBMUD	$0.160	per gal
Monterey One Water	$0.110	per gal
City of Santa Rosa	$0.040	per gal (High strength)
OC San	$0.090	per gal (within boundaries)
CMSA*	varies	per gal (see Figure II-3)
Watsonville	$0.070	per gal (min charge $140)
City of Bakersfield	$0.090	per gal
Central San	$0.030	per gal
Hayward	$0.050	per gal
Napa San**	varies	per gal (see Figure II-4)
SVCW (Current)	$0.050	per gal
SVCW (Cost Based)	$0.055	per gal
Average	**$0.076**	*excludes SVCW*
Median	**$0.070**	*excludes SVCW*

**Assumes CMSA FOG tipping fee for 5,000 gpd ($0.045/gal) for the calculation of the average and median*
*** Assumes a Napa San tipping fee for a one-time 5,000-gallon load ($0.07 per gallon) for the calculation of average and median*

Figure II-3. FOG Fees CMSA

CMSA	
Fees	**Notes**
$0.06/gal	FOG tipping fee for 0–1,500 gpd
$0.05/gal	FOG tipping fee for 1,501–3,000 gpd
$0.03/gal	FOG tipping fee for 3,001–5,000 gpd
$0.02/gal	FOG tipping fee for 5,001–10,000 gpd
$0.01/gal	FOG tipping fee for 10,001–15,000 gpd
No charge	FOG tipping fee for 15,001+ gpd

Figure II-4. FOG Fees Napa San

Napa San*	
Fees	**Note**
$0.10/gal	FOG tipping fee for 0–83 gpd
$0.07/gal	FOG tipping fee for 83-833 gpd
$0.03/gal	FOG tipping fee for 833–1,667 gpd
No charge	FOG tipping fee for 1,677+ gpd

**Napa San rates are based on monthly FOG delivery volumes by hauler. The volume ranges shown above have been converted to gpd for comparison purposes.*

The proposed cost-based rate recovers costs associated with SVCW's capital recovery, recuperative thickening, water treatment, receiving station, screening and debris disposal, and solids treatment. As stated above, SVCW also receives a biogas production credit, which helps to offset costs. Program improvement and overhead costs are also accounted for in the proposed fee, with 2% and 20% allowances respectively. SVCW's proposed cost-based fee of $0.055 per gallon rate is approximately 21% below the median and approximately 27% below the peer average. With the proposed fee adjustment of $0.005 per gallon, SVCW is the third-lowest identified rate in the benchmark group at $0.055 per gallon.

III. Leachate

COST AND COST RECOVERY

Leachate received by SVCW is introduced into the liquid-treatment stream and can vary substantially in volume, strength, and composition. Although these characteristics can affect SVCW's treatment and monitoring requirements, leachate acceptance creates real, but hard-to-isolate, incremental costs because the leachate is blended into existing influent, making its marginal impact on energy, chemicals, and solids production difficult to observe directly. Given the difficulty of isolating incremental treatment costs, SVCW could consider prevailing market rates as a basis for evaluating its leachate tipping fee.

The difficulty of measuring leachate's cost is also a matter of what the treatment process is designed to do, not just how the leachate is accounted for. Landfill leachate often contains constituents that SVCW's liquid-treatment process was not designed to remove, including heavy metals, per- and polyfluoroalkyl substances (PFAS), and other persistent compounds. These constituents are not treated in any direct sense. They either pass through to the effluent or partition into biosolids. It shows up as risk. Such as, pressure on effluent limits and permit compliance, possible restrictions on biosolids disposal, more monitoring and reporting, and exposure to future regulations, particularly as PFAS standards continue to change.

For this reason, prevailing market rates are a more appropriate basis for establishing a reasonable tipping fee. Market rates reflect what haulers and landfill operators pay other facilities to take on similar material, which means they already include the region's collective judgment about the handling challenges and liabilities that come with leachate. Setting the fee at or near market levels lets SVCW earn revenue that matches the risk it takes on, rather than only the incremental costs it can observe, which are difficult to quantify. It also keeps SVCW from pricing below comparable facilities, which could draw a larger or more difficult leachate volume to the plant. SVCW can revisit this approach if better data or changes in regulations make incremental treatment and compliance costs easier to quantify.

The benchmarking analysis illustrates this option by identifying rates charged by comparable facilities and providing context for evaluating potential fee adjustments.

BENCHMARKING

Figure III-1 shows that SVCW's current leachate fee of $16.60 per 1,000 gallons is the lowest rate in the benchmark group. The comparison agencies charge between $24.00 and $90.00 per 1,000 gallons, with a benchmark group median of approximately $59.25 per 1,000 gallons when SVCW is excluded.

Figure III-1. Leachate Fee Benchmarking Survey

Leachate		
Agency	**Fees**	**Notes**
Monterey One Water	$70.000	per 1000 gal (labeled as Biocell)
City of Santa Rosa	$24.000	per 1000 gal
OC San	$90.000	per 1000 gal
Watsonville	$48.505	per 1000 gal (min. charge $97.01)
SVCW (Current)	$16.600	per 1000 gal
Average	**$58.126**	*excludes SVCW*
Median	**$59.253**	*excludes SVCW*

SVCW's current leachate fee of $16.60 per 1,000 gallons is the lowest identified rate in the benchmark group. Peer rates range from $24.00 to $90.00 per 1,000 gallons, with an average of approximately $58.13 and median of approximately $59.25 per 1,000 gallons.

If SVCW wishes to align its leachate fee more closely with market benchmarks, one option is a fee of approximately $59.25 per 1,000 gallons, as illustrated in Figure III-1. This option would approximately match the surveyed peer median while remaining below the highest identified peer rates.

IV. Food Waste

COST AND COST RECOVERY

SVCW's food waste co-digestion program provides a beneficial reuse pathway for organic waste while increasing biogas production and utilizing available digester capacity. However, food waste also imposes costs on the receiving facilities, digestion system, dewatering facilities, biosolids management program, and liquid-treatment process.

Food waste characteristics can vary substantially depending on the source and preprocessing method. Because both the volume delivered and solids concentration affect SVCW's costs, the analysis separates costs into volume-based and strength-based components and recommends replacing the existing flat fee with a two-part rate structure.

Capital Recovery

Between 2025 and 2026, SVCW constructed a 36,000-gallon-per-day food waste receiving and storage facility at a total cost of approximately $11 million. After recognizing a $4 million CalRecycle grant, the analysis assumes that SVCW will recover the remaining $7 million through the food waste tipping fee.

The net capital cost was annualized over 30 years at a 1.6% borrowing rate and allocated over an assumed average throughput of 24,000 gallons per day. This results in a capital-recovery component of approximately $0.0336 per gallon of food waste received.

Liquid Treatment

Food waste is received as a pumpable slurry that ultimately increases the amount of liquid processed through digestion and dewatering. Following dewatering, approximately 87.5% of the incoming volume is assumed to return to the headworks as filtrate, where it consumes liquid-treatment capacity and contributes additional BOD and TSS loading.

SVCW applied the same flow, BOD, and TSS cost methodology used to calculate member agency treatment costs. Based on the assumed filtrate characteristics and returned volume, the resulting liquid-treatment cost is approximately $0.0216 per gallon of food waste processed.

Recuperative Thickening

Food waste contributes additional hydraulic loading to SVCW's digesters, reducing solids retention time and potentially limiting digestion capacity available for wastewater solids. The analysis assumes that recuperative thickening will be used to offset this hydraulic impact by removing liquid while returning thickened solids to the digesters.

The analysis includes incremental polymer and operator labor associated with recuperative thickening. The cost-recovery summary assigns approximately $0.0174 per gallon to recuperative thickening as part of the food waste volume-based charge.

Receiving Station Costs

Food waste deliveries create direct costs associated with maintaining and operating the new receiving facility. Maintenance costs include preventive maintenance, pump rebuilds and replacement, pump electricity, and instrumentation maintenance and replacement.

The resulting receiving-station maintenance cost is approximately $0.0028 per gallon. Operator time associated with receiving, sampling, and measuring total-solids concentration contributes approximately $0.0131 per gallon, while routine facility cleaning contributes approximately $0.0047 per gallon.

Solids Treatment

Strength-based costs recognize that higher-solids food waste places additional demands on SVCW's digestion and solids-handling processes. The analysis includes hydrogen sulfide abatement, biosolids dewatering, biosolids hauling and land application, and periodic digester cleaning.

Together, these activities result in an estimated cost of approximately $621.06 per dry ton of biosolids generated. Based on the assumed volatile-solids content and destruction rate, each dry ton of incoming food waste is estimated to produce approximately 0.235 dry tons of biosolids, resulting in a gross strength-based cost of approximately $145.95 ($621.06 ÷ 0.235) per dry ton of food waste received.

Nutrient Treatment

Food waste also contributes nitrogen that is ultimately returned to SVCW's liquid-treatment process. Based on sampling results and anticipated future nutrient-removal costs, the analysis estimates a potential nitrogen-treatment cost of approximately $38.02 per dry ton of food waste.

This cost is presented for informational purposes but is not included in the current tipping fee because SVCW presently operates within its applicable discharge limit without requiring additional treatment attributable to food waste. The cost therefore has no net impact on the current fee calculation.

Biogas Production Credit

Food waste contains highly biodegradable organic material that generates renewable biogas during anaerobic digestion. The analysis estimates the energy benefit based on volatile-solids destruction, biogas yield, heating requirements, and SVCW's historical beneficial utilization of approximately 82% of generated biogas.

After accounting for the cost of conditioning biogas to remove hydrogen sulfide, moisture, and siloxanes, the analysis estimates a net biogas credit of approximately $87.07 per dry ton

of food waste. This credit reduces the gross strength-based cost from $145.95 to approximately $58.88 per dry ton.

Program and Indirect Costs

SVCW's proposed methodology includes a 2% program-improvement allowance to support continued optimization of the food waste co-digestion program. The methodology also includes a 20% overhead allowance for administrative and indirect program costs.

These allowances are incorporated into the proposed tipping fee equation through a factor of 1.22. The recommended Year 1 fee therefore consists of a $0.093 per gallon volume-based charge and a $58.88 per dry ton strength-based charge, adjusted for the combined program improvement and overhead allowances.

COST RECOVERY

The cost recovery methodology results in two primary cost components, volume-based costs and strength-based costs. **Figure IV-1** below shows the food waste fee broken down into its individual components. The primary driver of the strength-based costs is the solids treatment component at $168.22 per dry ton. As stated previously, nutrient treatment is not included in the current tipping fee because SVCW presently operates within its applicable discharge limit without requiring additional treatment attributable to food waste. **Figure IV-1** includes nutrient treatment for illustrative purposes despite it having no net impact on the total strength-based charge. This combined with the Biogas production credit reduces the strength-based costs to $80.11 per dry ton.

For the volume-based costs, capital recovery and station maintenance are the largest components at $0.0336 and $0.0360 per gallon respectively. These costs make up 71% of the total volume charge of $0.0979. The components that form the indirect cost factor of 1.22, the R&D fund allowance and the overhead allowance, are also shown below.

Figure IV-1. Food Waste Processing Cost Summary

Cost Component	Cost	Unit
Capital recovery	$0.0336	per gallon
Liquid treatment	$0.0216	per gallon
Recuperative Thickening	$0.0174	per gallon
Receiving station operation	$0.0131	per gallon
Receiving station cleaning	$0.0047	per gallon
Receiving station maintenance	$0.0028	per gallon
Sum of Volume Based Costs	**$0.093**	
Solids treatment	$145.95	per dry ton
Nutrient treatment	$38.02	per dry ton
Nutrient treatment cost credit	($38.02)	per dry ton
Biogas production credit	($87.07)	per dry ton
Sum of Strength Based Costs	**$58.88**	
R&D fund allowance	2.00%	
Overhead allowance	20.00%	
Total Fee Allowances	**22.00%**	
Indirect Cost Factor	**1.22**	

$$Food\ Waste\ Tipping\ Fee, \$ = 1.22\ x \left(\left[\frac{\$0.093}{gal}\ x\ Load\ vol., gal \right] + \left[\frac{\$58.88}{dry\ ton}\ x\ Load\ mass, dry\ ton \right] \right)$$

BENCHMARKING

Figure IV-2 illustrates that SVCW's proposed cost-based food waste tipping fee remains generally aligned with available food waste benchmarks. EPA's 2023 anaerobic digestion survey reported an average tipping fee of $32.27 per ton, while Central Marin Sanitation Agency reported approximately $30.30 per ton and EBMUD reported a range of $30 to $120 per ton for solid organic material depending on the composition of the delivered material and whether the EBMUD must perform pre-processing (de-packaging, plastics removal, screening, other contaminant removal) or not. Cleaner, source-separate organics fall at the low end of the range. The existing benchmark comparison should continue to be viewed as general market context because SVCW's proposed fee varies based on both load volume and solids concentration.

Figure IV-2. Food Waste Fees

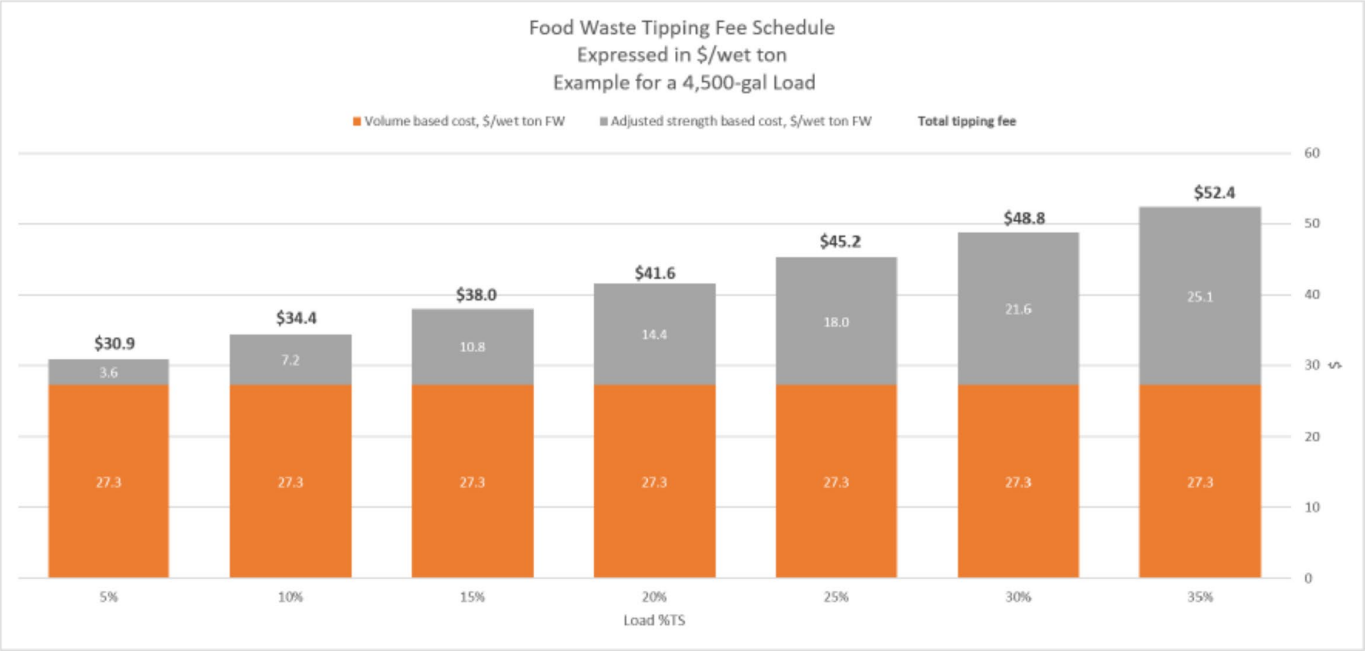
Food Waste (WWTP)		
Agency	**Fees**	**Notes**
EBMUD (Solids)*	$35.00	per ton
EBMUD (Liquid Food Slurry)**	$37.17	per ton
EPA 2022 & 2023 Survey	$32.27	per ton (2023 average)
Central Marin Sanitation Agency	$30.30	per ton (pdf pg 21 agreement with Marin Sanitation Service)
LACSD (Puente Hills MRF)***	$103.70	per ton
SVCW (Current)	$32.00	per ton
SVCW (Cost Based)****	$41.57	per ton
Average	**$47.69**	*excludes SVCW*
Median	**$35.00**	*excludes SVCW*

** Assumes EBMUD Solid fee of $35 used in the calculation. Per ton costs based on level of pre-processing required ($30 - $120)*
*** Variable with % of Total Solids ($0.07 + $0.005 per % TS for TS between 3% and 20%) using 4,500 gallon load and 20% TS for calculation*
**** Assumes pre-processing is required to remove contaminants and blending into food slurry*
***** Formula from Figure IV-1, using 4,500 gallon load and 20%TS for calculation*

Under SVCW's updated cost-based formula, a representative 4,500-gallon load at 20% total solids would result in a tipping fee of approximately $780.13 per load, compared with approximately $600 under SVCW's current $32 per wet ton rate. The proposed fee equates to approximately $41.58 per wet ton under these assumptions and remains competitively positioned relative to the surveyed market. Compared with the existing benchmark results, the proposed fee is approximately 12% above the peer median and 25% below the peer average.

It's important to note that the recommended food-waste tipping fee formula is driven by two primary components: the strength of the material (measured as total solids) and the delivered volume (measured in gallons). Each component affects cost at a different rate. In the example of a 4,500-gallon delivery, varying the total solids concentration from 5% to 35% produces a wide cost range, from $30.90 per ton at the low end to $52.40 per ton at the high end. Lower-strength loads require less processing, reduce wear on equipment, and improve digester throughput, resulting in a substantially lower cost per ton. Because of this cost differential, the recommended tipping fee formula has a clear financial incentive to encourage hauler's to pre-process the food waste to reduce total solids before the material is delivered.

Figure IV-3. Food Waste Tipping Fee with varying Total Solids



SVCW's food waste rate is also supported by a detailed internal rate-setting approach that incorporates the major costs and operational impacts associated with receiving and processing food waste, including capital recovery, liquid treatment, hydraulic loading, receiving-station costs, solids treatment, and energy recovery. Accordingly, benchmarking provides external market context, while the cost-recovery analysis provides the facility-specific basis for the proposed fee.

Agenda Report

From: Matthew Anderson
Report Type: Action Item
Lead Department: Finance
Meeting Date: October 8, 2026

Subject:

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

Recommendation:

Move adoption of RESOLUTION NO. SVCW 26-22 Approving and Adopting Revision I 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's amendments are limited to edits for grammar and clarity.

Background:

Cash reserves are essential for local governments to provide financial stability, liquidity, and the ability to respond to unexpected challenges. Healthy reserves signal to rating agencies such as Moody's, S&P, and Fitch that an agency can meet its obligations even if revenues fall short or expenses rise unexpectedly. Reserves also act as a safety net for demands on cash flows caused by disasters, litigation, or unexpected infrastructure repairs since, without them, agencies may face suboptimal short-term borrowing or liquidating of assets.

California municipalities and special districts often adopt reserve policies with minimum targets. Falling below these target values can trigger negative management assessments from rating agencies and may indicate deficit spending or structural imbalance. Reserve targets may be set through different policy-based benchmarks, risk assessments, long-range financial planning, asset management data, and cash-flow analysis. While there is no single statutory reserve requirement applicable to all agencies, reserve methodologies typically consider Government Finance Officers Association (GFOA) best practices and the agency's own financial risks. GFOA recommends that governments adopt formal reserve

policies and tailor reserve levels to their unique operating and financial circumstances, though a common equivalent is two months (16%) of expenditures.

SVCW policy provides for four separate reserve funds that, together, comprise approximately $47.3 million as of August 31, 2026.

1. **Stage 2 Capacity Reserves** hold proceeds from Members' sewer connection fees and are spent on capital projects that expand operational capacity. This reserve currently has a balance of $5.2 million.
2. **Debt Service Reserves** allow SVCW to, when necessary, demonstrate revenues are sufficient to meet debt service coverage test requirements of State Revolving Fund Loans. Each year, during the Budget process, SVCW evaluates the funding levels 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, and contributions are not anticipated unless new SRF loans are executed.
3. **Operating Cash Reserves** protect Members from being called upon to quickly contribute cash if an unexpected event created a sudden budget deficit. This reserve is calculated as $2 million + 10% of the Annual Operating Budget, and currently has a balance of $5.6 million, or 15% of the annual operating and capital budget. Necessary contributions to this reserve, if any, are calculated annually during budget adoption.
4. **Capital Improvement Program Reserves** reduce the need to borrow for catastrophic emergency construction or future capital improvement projects. A portion of this fund ($13.3 million) is also restricted to meet provisions associated with State Revolving Fund ("SRF") loans. The reserve balance is currently $36.5 million. Member contributions to this reserve are $4.5 million in fiscal year 2026-27 and, per policy, will grow by $0.5 million going forward. In 2019, SVCW established a target balance of $50 million based upon the estimated amount needed to respond to unanticipated infrastructure damage. Per policy, the $50 million target balance is adjusted by the Engineering News-Record (ENR) annual construction cost index for the San Francisco Bay Area which, as of June 30, 2026, is $63 million.

Discussion:

The fiscal environment associated with the Stage 2 Capacity Reserves, Debt Service Reserves, and Operating Cash Reserves warrant no discussion as they are considered adequate and consistent with recognized public-sector financial management practices.

With respect to Capital Improvement Program (CIP) reserves, industry practice is less standardized and is often tailored to the age, condition, criticality, and replacement value of an agency's infrastructure. For wastewater agencies like SVCW that have invested heavily in rehabilitation and replacement of major assets over the past 10 to 15 years, a lower relative reserve requirement may be reasonable than for agencies with aging infrastructure and significant deferred capital needs. In such cases, a CIP reserve target in the range of approximately 5% to 10% of current replacement value, or sufficient funding to absorb a major but plausible infrastructure failure without requiring emergency borrowing, is considered prudent.

An appropriate CIP reserve level should balance the benefits of self-funding future capital needs against the burden on current ratepayers to generate large cash balances, while preserving the agency's ability to respond to unforeseen asset failures, regulatory requirements, or capital cost escalation. For agencies such as SVCW that have recently completed significant capital reinvestment, a reserve strategy focused on maintaining resiliency, preserving financial flexibility, and reducing future borrowing needs may be more appropriate than accumulating reserves equivalent to the full long-term replacement cost of the system.

As illustrated in the table below, SVCW's CIP Reserve balance is currently $36.5 million and is forecasted to meet the adjusted target balance of $81.0 million by the end of fiscal year 2032. Considering the value of SVCW total depreciable assets is $981 million as of June 30, 2026, the current CIP Reserves balance is relatively low, at 3.7%. The target value as of that same date is $63.5 million, or 6.4% of total depreciable assets.

CIP Reserves Fund - Contributions and Balance versus Target (In $ millions, as of September 2026)				
Fiscal Year	CIP Reserve Contributions	Actual Reserve Balance	Forecasted Reserve Balance	Target Balance
FYE 2015	$ 1.00	$ 11.73		
FYE 2016	$ 1.00	$ 14.31		
FYE 2017	$ 1.00	$ 16.09		
FYE 2018	$ 1.00	$ 17.13		
FYE 2019	$ 1.00	$ 18.73		$ 50.00
FYE 2020	$ 1.00	$ 21.04		$ 50.65
FYE 2021	$ 1.50	$ 18.46		$ 54.18
FYE 2022	$ 2.00	$ 19.18		$ 58.30
FYE 2023	$ 2.50	$ 21.67		$ 59.44
FYE 2024	$ 3.00	$ 25.61		$ 60.02
FYE 2025	$ 3.50	$ 30.91		$ 61.51
FYE 2026	$ 4.00	$ 36.50		$ 63.46
FYE 2027	$ 4.50		$ 42.16	$ 65.50
FYE 2028	$ 5.00		$ 48.49	$ 67.60
FYE 2029	$ 5.50		$ 55.52	$ 69.77
FYE 2030	$ 6.00		$ 63.27	$ 72.00
FYE 2031	$ 6.50		$ 71.76	$ 74.31
FYE 2032	$ 7.00		$ 81.01	$ 81.01

At this time, until CIP reserve balance grows to meet its established target level, staff does not recommend changes to the CIP Reserve structure. By continuing the existing policy framework, the Authority can reach its goal of long-term financial resilience, capital funding flexibility, and ability to respond to unforeseen infrastructure needs.

Climate Effects:

There are no climate effects resulting from this action.

Financial Impacts:

There are no financial impacts resulting from 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.

Member Agency Engagement:

None

Attachments:

1. RESOLUTION NO. SVCW 26-22
2. Commission Policy No. 2013-03 - SVCW Reserve Fund Policy and Procedures

Prepared by:

Matthew Anderson, Assistant Manager/Chief Financial Officer

RESOLUTION NO. SVCW 26-22

RESOLUTION APPROVING AND ADOPTING REVISION I 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 I to said Policy.

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

1. Revision I 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 8th day of October, 2026 by the following vote:

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

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

ABSENT:

ABSTAIN:

_____
Neil Layton, CHAIR
Silicon Valley Clean Water Commission

Attest: _____
Tom McCune, SECRETARY
Silicon Valley Clean Water

Silicon Valley Clean Water

COMMISSION POLICY NO. 2013-03 **APPROVED BY: _____**

Revision: ~~H~~ I **Revision Date: ~~10/09/2025~~10/08/2026** **Issue Date: 08/08/2013**

Approved by SVCW Commission at Meeting of October ~~09, 2025~~08, 2026 by Resolution SVCW ~~25-29~~26-__

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 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 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 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 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 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 charged at either (1) a variable rate based on the actual yields of SVCW's CIP reserves or (2) a fixed rate, agreed upon by the borrowing Member Agency and approved in advance by Commission, that reflects the expected yield on SVCW CIP Reserves. If the actual yield at the end of the borrowing period differs significantly, a one-time adjustment will be made. A term sheet documenting each inter-agency loan will be approved by the Commission prior to any inter-agency loan.

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 when necessary to demonstrate debt service coverage test requirements. ~~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 audited financial statements are completed and the debt service coverage test requirements have been met, ~~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 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.

Agenda Report

From: Matthew Anderson
Report Type: Informational
Lead Department: Finance
Meeting Date: October 8, 2026

Subject:

Quarterly Investment Portfolio Performance as of June 30, 2026

Recommendation:

Receive an investment portfolio update from PFM Asset Management

Executive Summary:

- SVCW's portfolios delivered strong returns in the April through June Quarter 2026, outperforming benchmarks in major reserve funds.
- The investment strategy remains focused on safety, liquidity, and yield optimization amid ongoing market uncertainty.
- All investments are in compliance with policy, and the portfolio is well-diversified across sectors and maturities.

Background:

SVCW held approximately $49 million in Cash Reserve Funds as of June 30, 2026. In addition, another $4.3 million is managed in a Section 115 Trust account to pre-fund SVCW pension liabilities.

Description		Balance at 6/30/2026
Cash Reserves Program		
Operating Reserves	$	5.56
CIP Reserves		35.85
Stage 2 Reserves		7.65
Total Cash Reserves Program	**$**	**49.06**
Pension Liability Prefunding Program		**4.34**
Total Funds under PFM Management	**$**	**53.40**

PFM Asset Management ("PFM") is an investment advisory firm that specializes in serving public-sector clients. The firm ensures that Authority cash and reserves are invested within

California Government Code constraints and SVCW's investment policy. SVCW retained PFM in 2019.

Discussion:

Portfolio performance across the portfolios has met expectations:

SVCW Investment Portfolio - % Returns					
Program/Balance at 6/30/25	Current Quarter	1 Year	3 Years	5 Years	Since Inception
Operating Reserves ($5.56M)	*0.89%*	*3.83%*	*4.63%*	*2.37%*	*2.29%*
CIP Reserves ($35.85M)	*0.25%*	*2.96%*	*4.59%*	*1.32%*	*1.76%*
Stage 2 Reserves ($7.65M)	*0.51%*	*3.57%*	*4.73%*	*1.36%*	*1.80%*
Section 115 Trust ($4.3M)	*7.56%*	*12.95%*	*11.39%*	*5.44%*	*6.45%*

U.S. growth remains resilient as AI-driven investment offsets a moderating consumer

- Headline inflation may be at or near its peak as the energy shock fades, though flare -ups in the Middle East conflict and potential delayed pass throughs to core inflation remain key risks
- The labor market is in balance, though real wage growth remains modest
- AI investment continues to drive growth while fueling inflation in tech-related categories

The Federal Reserve (Fed) left policy rates unchanged at 3.50 -3.75%

- New Fed Chair Kevin Warsh stressed restoring price stability
- Forward guidance was removed to refocus markets on economic fundamentals and incoming data rather than the Fed's policy response
- Nine participants projected a 2026 rate hike though Federal Reserve Chair Warsh did not submit projections

Treasury yields moved higher on a more hawkish Federal Reserve.

- Given current pricing of Fed rate hikes, we continue to find value in the front end
- Longer-term rates face two-sided risks from inflation and growth dynamics
- Credit spreads remain tight as resilient growth, stable labor conditions, and strong demand outweigh valuation concerns

Climate Effects:

There are no climate effects resulting from this action.

Financial Impacts:

There are no direct financial impacts from this action.

Environmental Review:

None

Member Agency Engagement:

None

Attachments:

1. Investment Performance Review for the Quarter Ended June 30, 2026
2. Silicon Valley Clean Water Section 115 Pension Trust Fund - Investment Performance Review For the Quarter Ended June 30, 2026

Prepared by:

Matthew Anderson, Assistant Manager/Chief Financial Officer

pfm asset management

SILICON VALLEY CLEAN WATER

Investment Performance Review
For the Quarter Ended June 30, 2026

Client Management Team

Justin Resuello, Client Relations Manager
Michael P. Downs, CFA, Portfolio Manager
Jeremy King, Key Account Manager
Rachael Miller, Client Consultant

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Market Update

Current Market Themes

- U.S. growth remains resilient as AI-driven investment offsets a moderating consumer
  - Headline inflation may be at or near its peak as the energy shock fades, though flare-ups in the Middle East conflict and potential delayed passthroughs to core inflation remain key risks
  - The labor market is in balance, though real wage growth remains modest
  - AI investment continues to drive growth while fueling inflation in tech-related categories

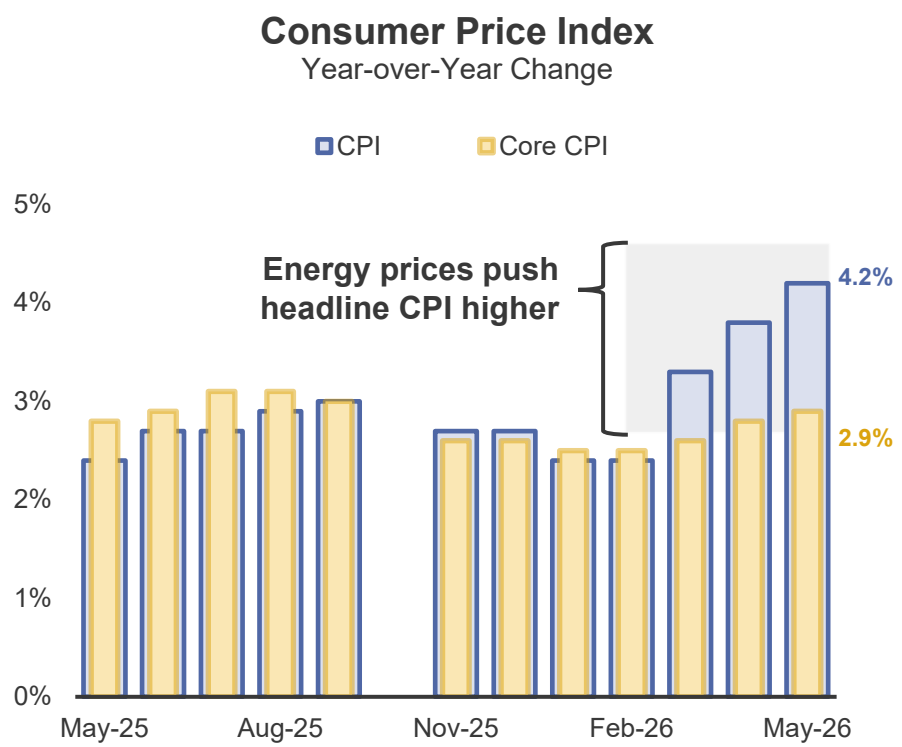
- The Federal Reserve (Fed) left policy rates unchanged at 3.50-3.75%
  - New Fed Chair Kevin Warsh stressed restoring price stability
  - Forward guidance was removed to refocus markets on economic fundamentals and incoming data rather than the Fed's policy response
  - Nine participants projected a 2026 rate hike though Warsh did not submit projections

- Treasury yields moved higher on a more hawkish Fed
  - Given current pricing of Fed rate hikes, we continue to find value in the front end
  - Longer-term rates face two-sided risks from inflation and growth dynamics
  - Credit spreads remain tight as resilient growth, stable labor conditions, and strong demand outweigh valuation concerns

Source: Details on market themes and economic indicators provided throughout the body of the presentation. Bloomberg Finance L.P., as of June 30, 2026.

Implications of the Energy Shock

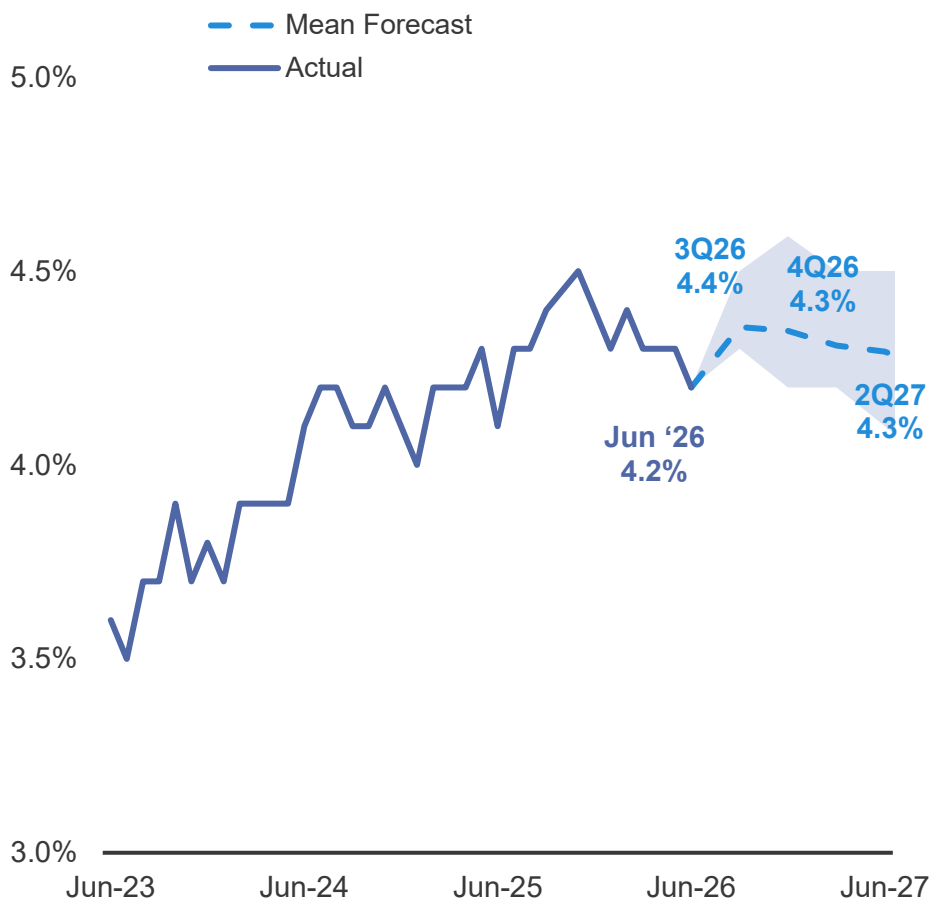
- **Higher energy costs lift headline inflation but the Fed remains attentive to broader passthroughs to core goods and services**
  - Oil prices ended the quarter near pre-conflict levels after peaking in April
  - Headline inflation may be at or near peak as energy supply normalizes
  - Fed remains focused on long-run inflation expectations



Source: Bloomberg Finance L.P. and Bureau of Labor Statistics. CPI as of May 2026. Market implied inflation expectations shown using 1-year and 5-year inflation swaps as of June 30, 2026.

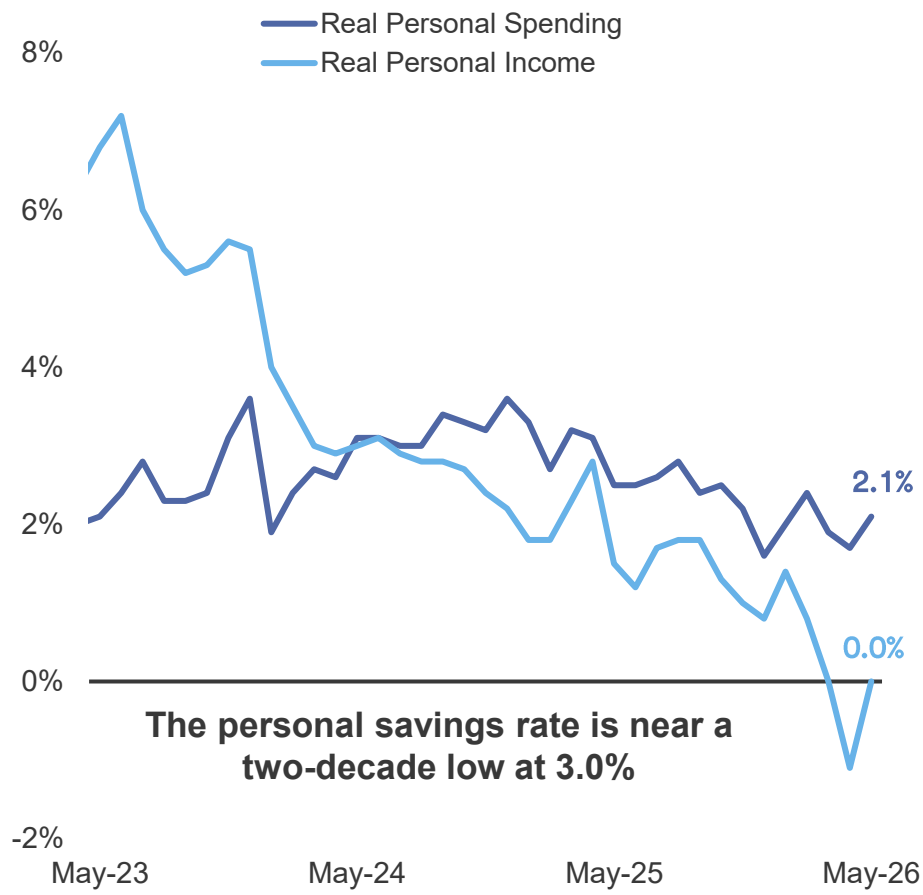
Labor Market Remains Balanced But Purchasing Power Erodes

Unemployment Rate



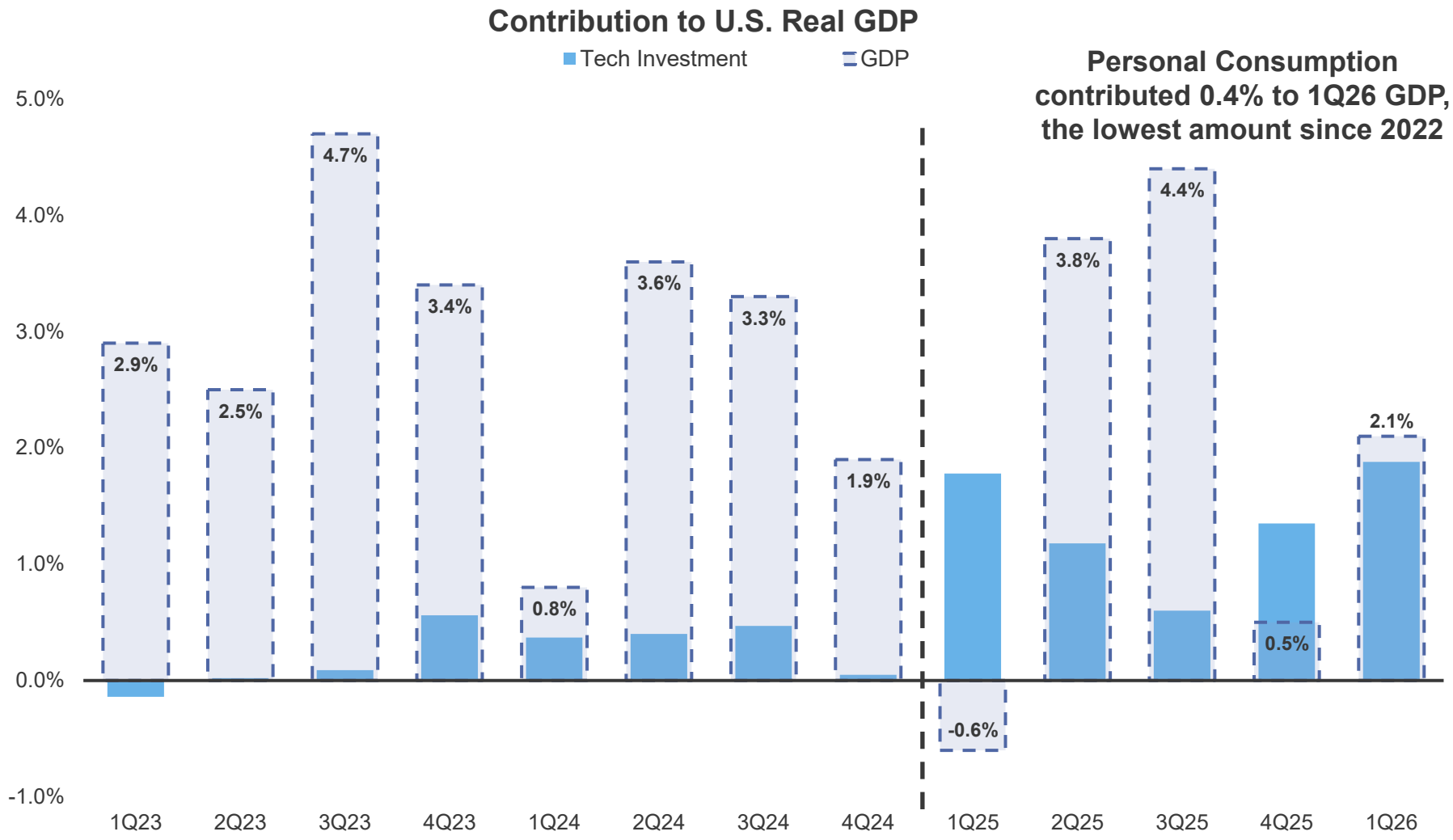
Real Spending & Income

Year-Over-Year Change



Source: Bloomberg Finance L.P. and Bureau of Economic Analysis as of May 2026. Bureau of Labor Statistics as of June 2026. Survey responses after June 26, 2026, included in mean and forecast range. Shading represents the central 80% of the forecasts.

Technology Investment Offsets Moderating Consumption



Source: Bloomberg Finance L.P. and Bureau of Economic Analysis as of March 2026. Tech investment contains contributions to GDP from computers and peripheral equipment, information processing equipment, and software.

Factors Shaping Our Economic Outlook

Negative

- Geopolitical uncertainty and supply chain disruptions
- Savings rate near record low
- Increasing retail credit card balances

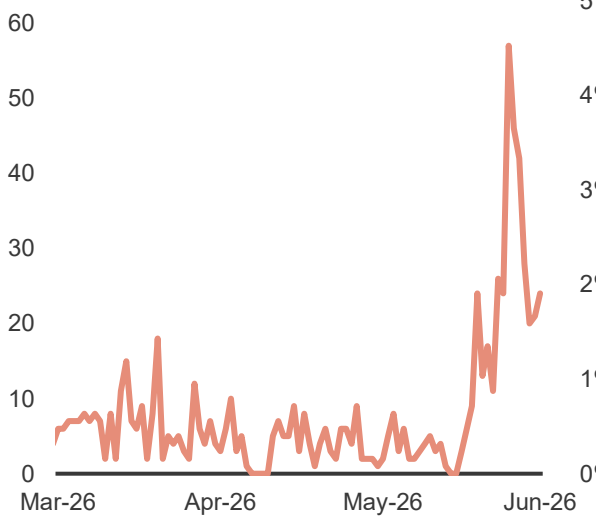
Neutral

- Fed policy uncertainty
- Core inflation passthrough from energy shock modest thus far
- U.S. growth near trend but led by AI investment

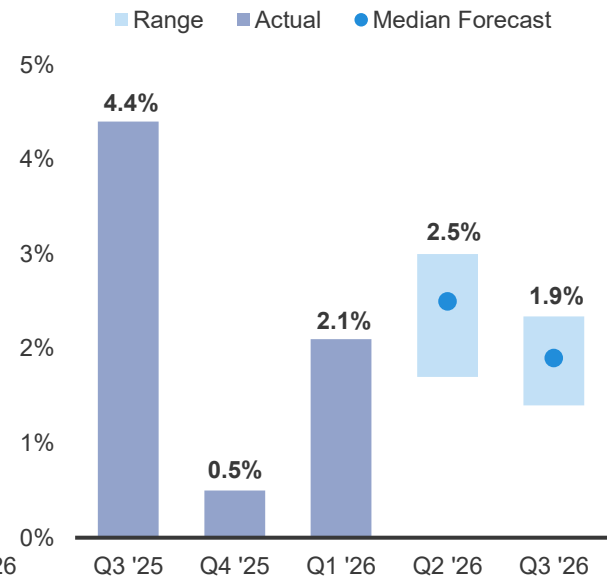
Positive

- Low layoffs and stable unemployment rate
- Corporate fundamentals
- Supportive fiscal policy

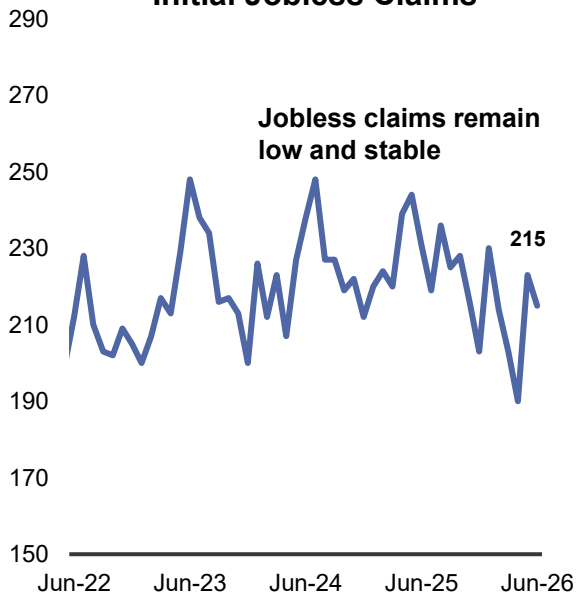
Hormuz Ship Traffic
Daily Volume



U.S. GDP Forecasts



Initial Jobless Claims

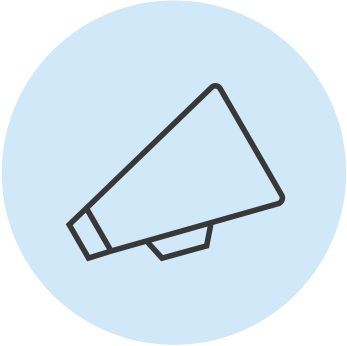


Sources: Bloomberg Finance L.P. as of June 30, 2026, Bureau of Economic Analysis as of March 31, 2026, and Department of Labor as of June 19, 2026. Survey responses after June 26, 2026, included in median and forecast range. Shading represents the central 80% of the forecasts.

New Fed Leadership and a Modified Approach

Hawkish Lean

- Fed voted unanimously to keep rates unchanged
- New Chair Kevin Warsh reaffirmed commitment to 2% inflation target, noting the Fed has “some work to do”
- Dot plot showed 9 of 18 participants projected at least one hike in 2026



Less Forward Guidance

- Statement pared back and more factual in nature
- No dot or projections submitted by Warsh
- Chair Warsh argued markets should focus on economic fundamentals and incoming data rather than anticipated policy responses

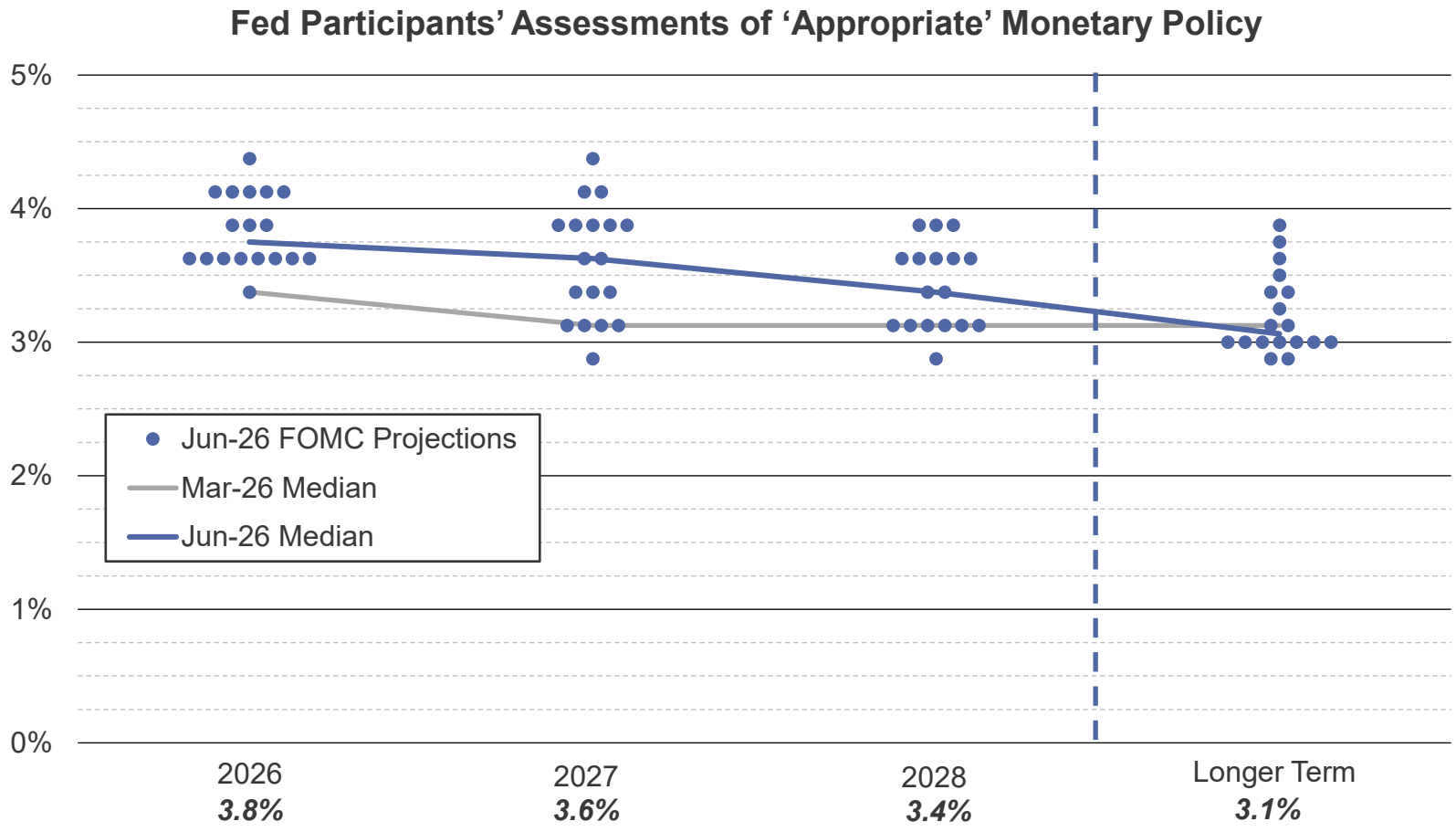
New Task Forces

- Five task forces established with initial findings expected by year-end
- Covers communications, balance sheet, data, productivity and jobs, and inflation framework
- 2% inflation target not in scope of task forces

Source: Federal Reserve and Kevin Warsh as of June 17, 2026.

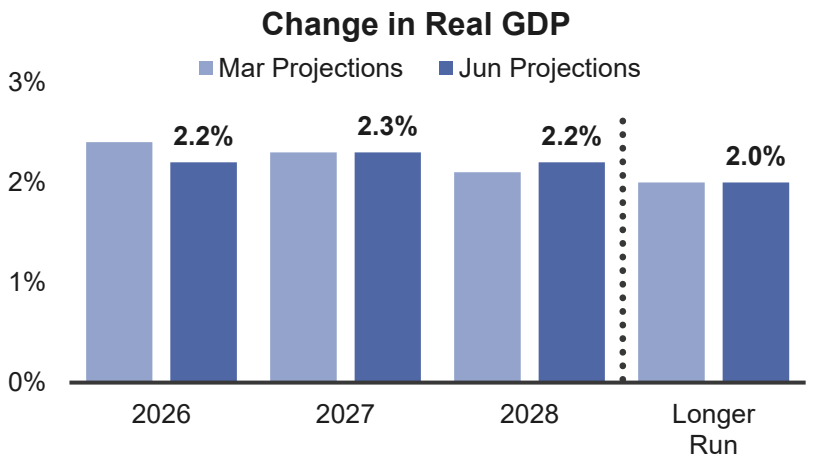
The Latest Fed "Dot Plot"

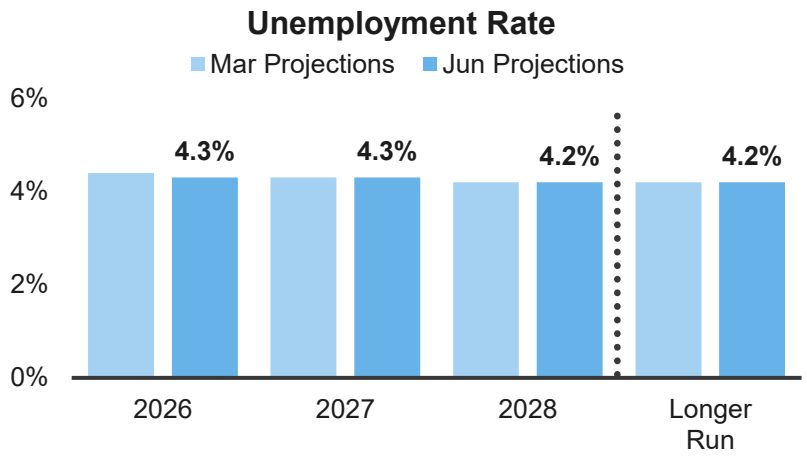
The Fed acknowledged inflation remained above the 2% target. However, it noted economic growth is expanding at a solid pace while the unemployment rate has remained little changed.

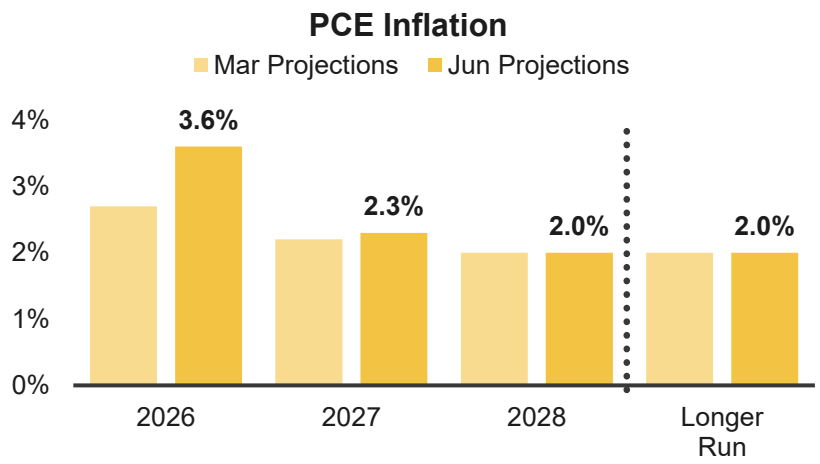


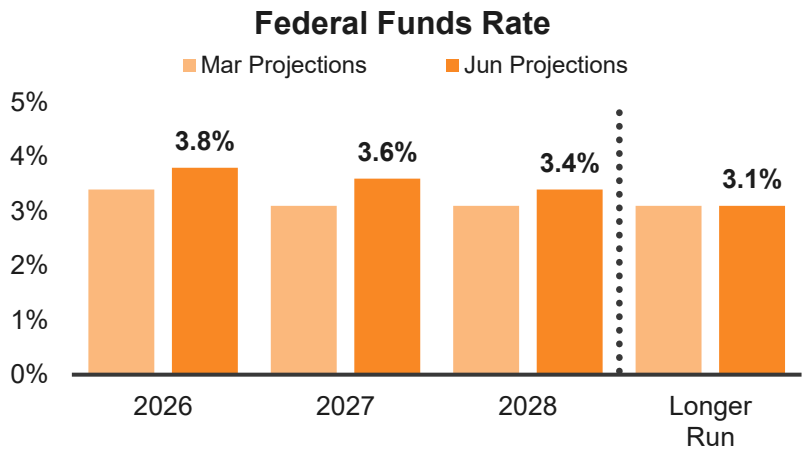
Source: Federal Reserve; Bloomberg Finance L.P. Individual dots represent each Fed member's judgement of the midpoint of the appropriate target range for the federal funds rate at each year-end. As of June 17, 2026.

Fed's Updated Summary of Economic Projections



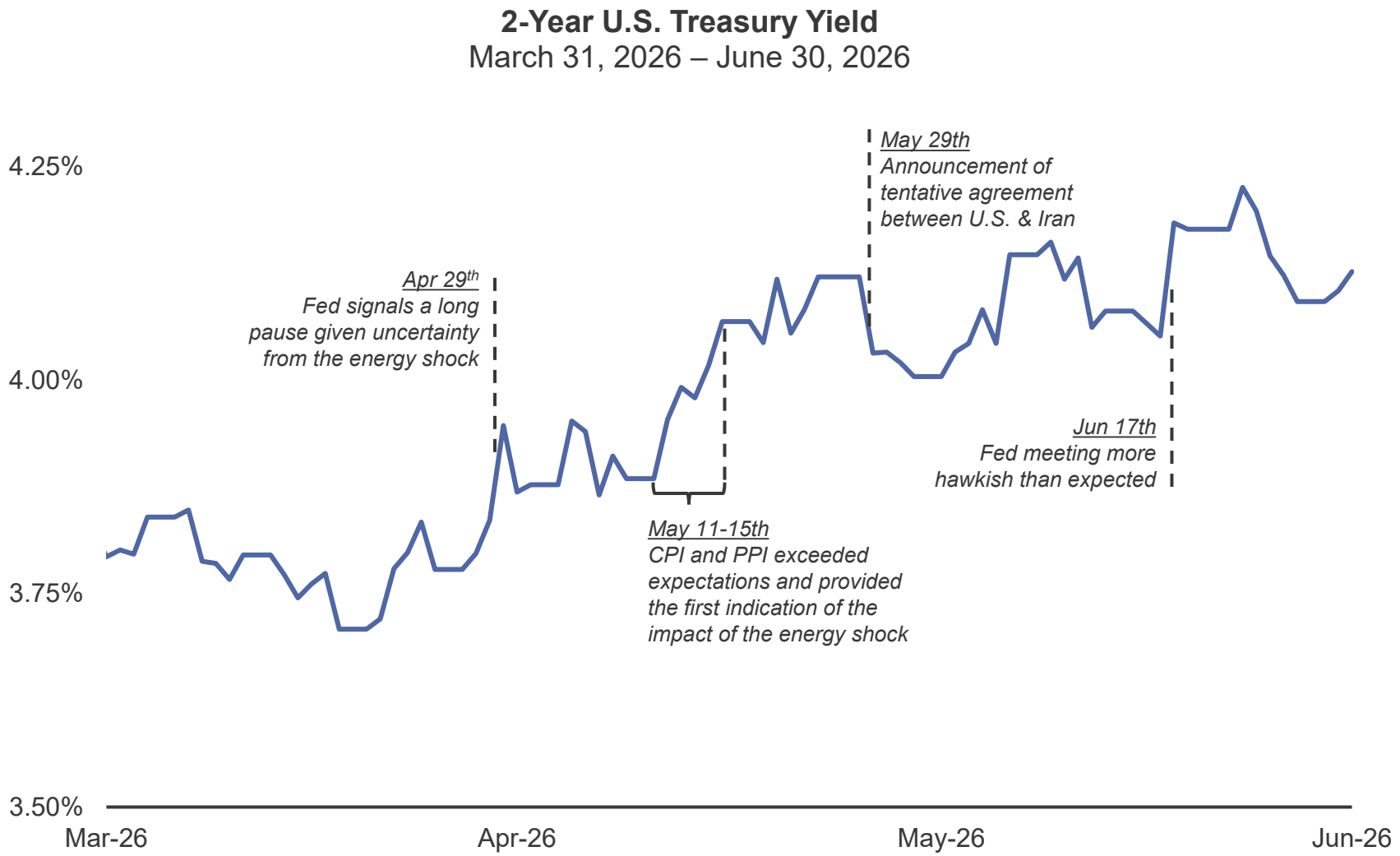






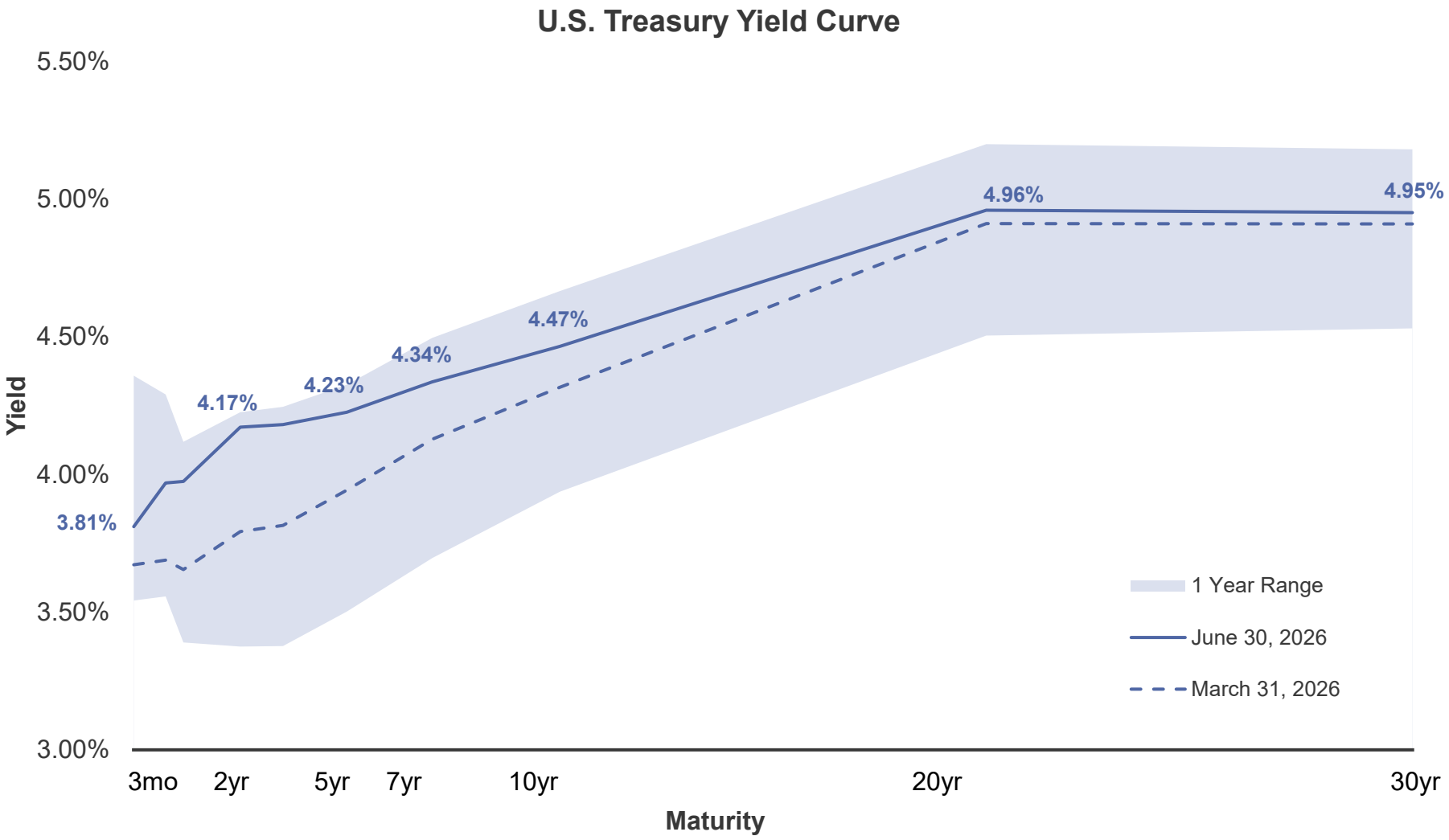
Source: Federal Reserve, latest economic projections as of June 2026.

2-Year Treasury Yield Moves Higher



Source: Bloomberg Finance L.P., as of June 30, 2026.

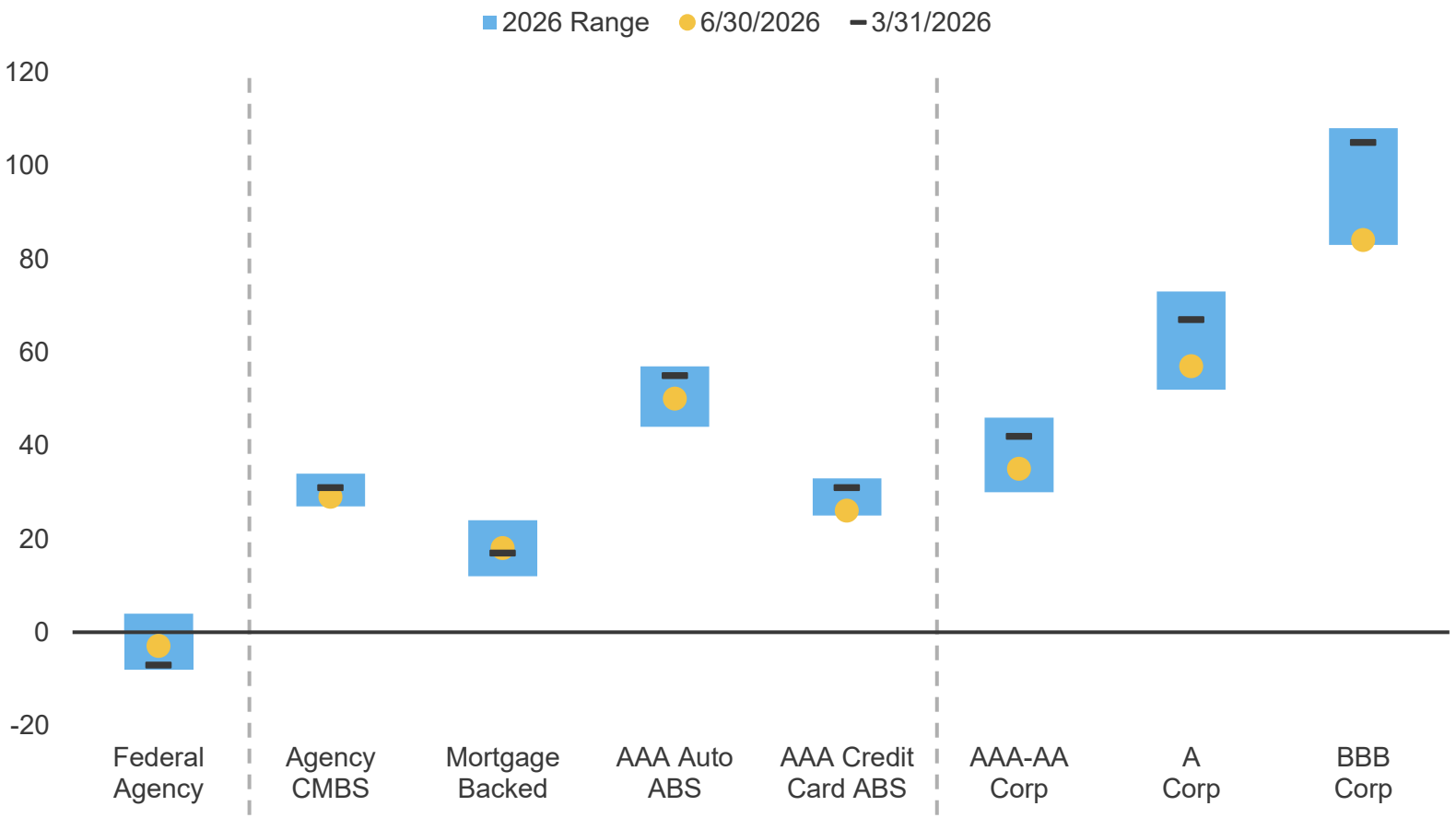
Treasury Yields Rise Across the Curve



Source: Bloomberg Finance L.P., as of June 30, 2026.

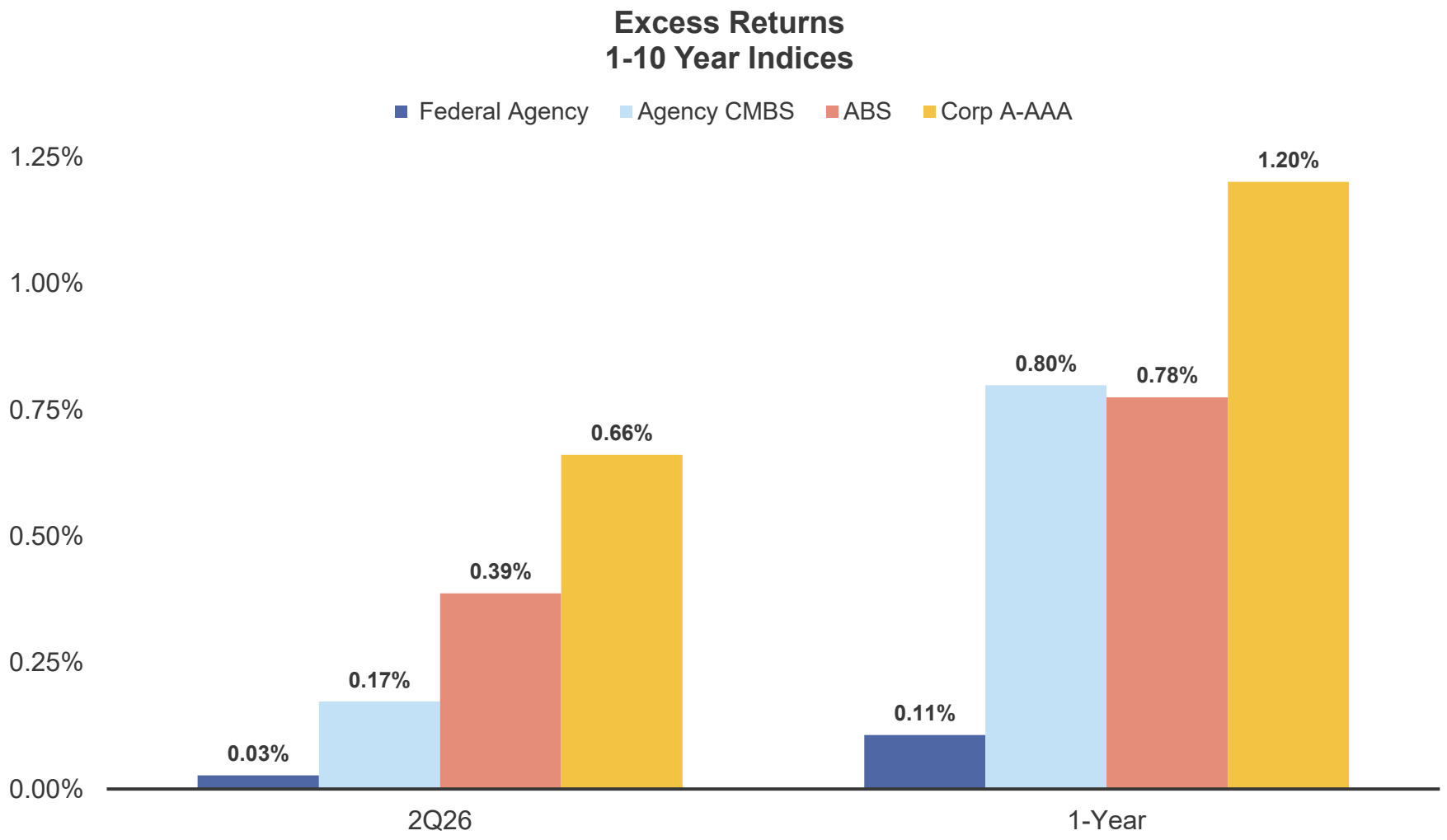
Sector Yield Spreads

1-10 Year Yield Spreads



Source: ICE BofA 1-10 year Indices via Bloomberg Finance L.P. as of June 30, 2026. Spreads on ABS and MBS are option-adjusted spreads based on weighted average life; spreads on agencies are relative to comparable maturity Treasuries.
CMBS is Commercial Mortgage-Backed Securities and represented by the ICE BofA Agency CMBS Index.

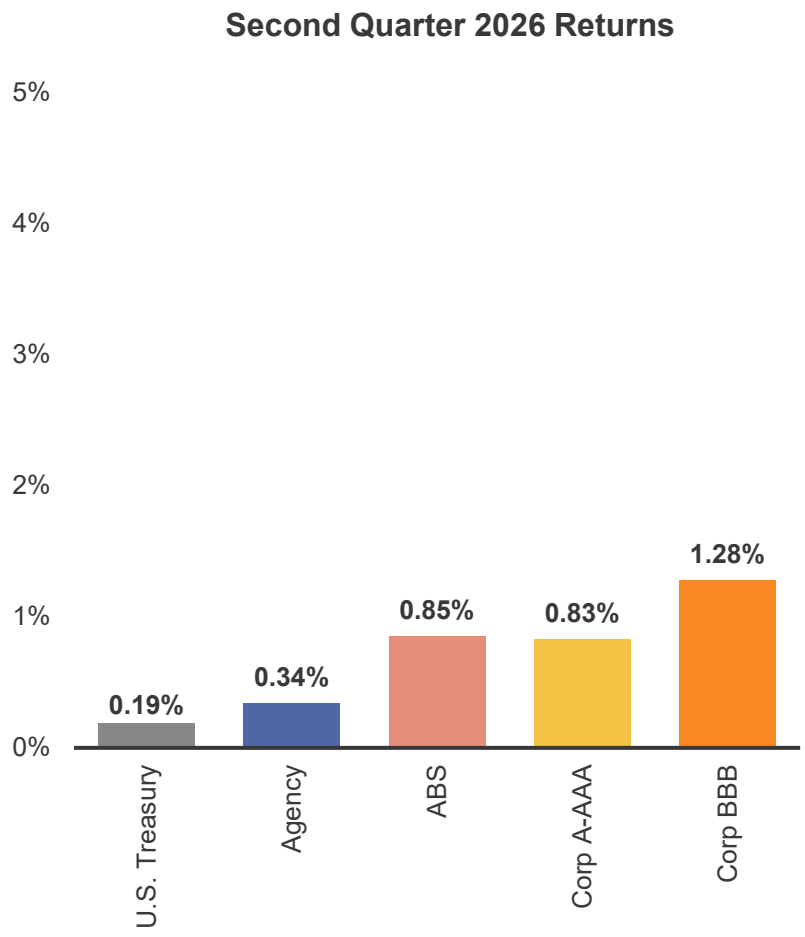
Fixed-Income Index Excess Returns

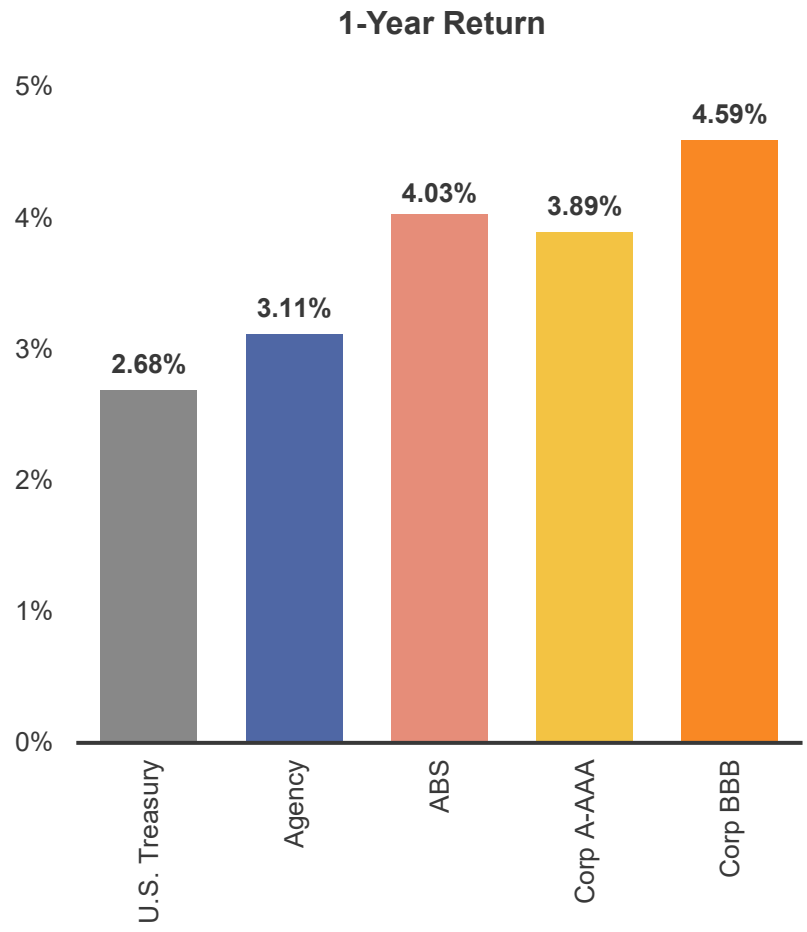


Source: ICE BofA Indices. ABS indices are 0-10 year, based on weighted average life. Agency CMBS represented by ICE BofA Agency CMBS Index. As of June 30, 2026.

Fixed-Income Index Total Returns in 2Q 2026

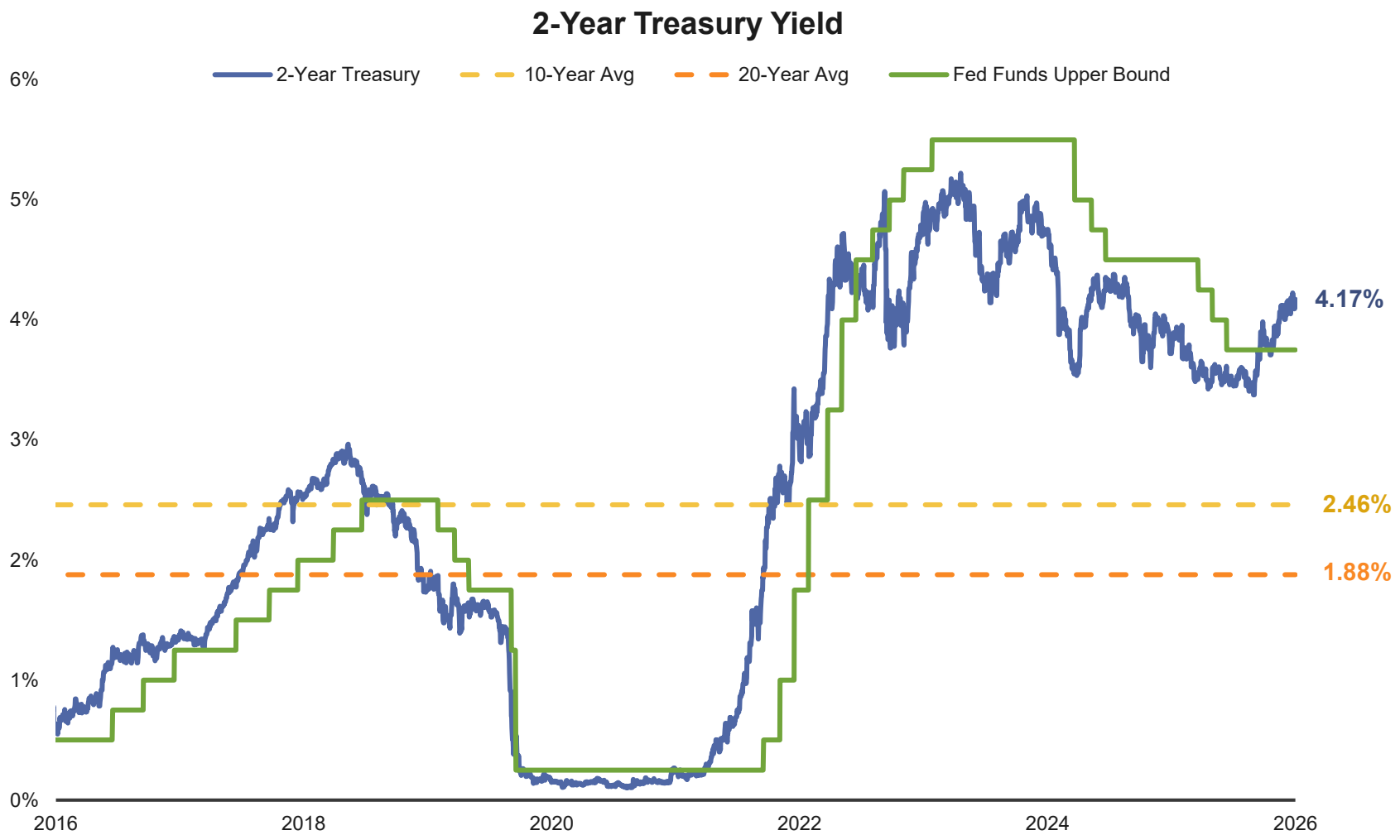
1-10 Year Indices





Source: ICE BofA Indices. ABS indices are 0-10 year, based on weighted average life. As of June 30, 2026.

2-Year Treasury Yield Remains Attractive



Source: Bloomberg Finance L.P., as of June 30, 2026.

Fixed-Income Sector Outlook – 3Q 2026

Sector	Our Investment Preferences
COMMERCIAL PAPER / CD	
TREASURIES	
T-Bill	
T-Note	
FEDERAL AGENCIES	
Bullets	
Callables	
SUPRANATIONALS	
CORPORATES	
SECURITIZED	
Asset-Backed	
Agency Mortgage-Backed	
Agency CMBS	
MUNICIPALS	

Current outlook *Outlook one quarter ago*

Excess return potential: Limited | Carry-driven | Strong

Fixed-Income Sector Commentary – 2Q 2026

- The **Federal Reserve** held rates steady at Kevin Warsh's first meeting as Chair, removing forward guidance from the policy statement and reaffirming its commitment to price stability. The June "dot plot" turned more hawkish, showing no rate cuts in 2026 and nine policymakers penciling at least one hike this year.
- The **U.S. Treasury** yield curve continued to flatten over the quarter. with a notable sell-off in the front end. The 2-year yield surpassed 4% for the first time in over one year, which is a key technical threshold.
- **Federal Agency & supranational** issuance remained limited, keeping spreads narrow and excess returns muted. Market concerns around privatization have abated for the time being.
- **Investment-grade (IG) corporate** bonds benefited from strong investor demand and generally healthy corporate fundamentals. Credit spreads returned toward historically rich valuations, supporting excess returns during the quarter.
- **Asset-Backed Securities** continued to benefit from resilient collateral performance and strong investor demand. Spreads narrowed modestly but widened versus corporates, improving relative value. Auto loan collateral marginally outperformed credit card receivables, which posted negative excess returns for the quarter.
- Thirty-year **Agency-backed mortgage-backed securities (MBS)** generated solid excess returns in the quarter and outperformed 15-year tenors, which lagged Treasuries. Lower volatility supported excess returns. **Agency-backed commercial MBS (CMBS)** also generated positive excess returns for the quarter but continue to trail residential MBS.
- **Short-term credit** (commercial paper and negotiable bank CDs) yield spreads remained attractive through the quarter, with additional opportunities emerging across the money market credit curve into quarter-end. Floating-rate notes also saw notable spread widening, ending the quarter 10-15 bps wider.

The views expressed within this material constitute the perspective and judgment of PFM Asset Management at the time of distribution (6/30/2026) and are subject to change. Information is obtained from sources generally believed to be reliable and available to the public; however, PFM Asset Management cannot guarantee its accuracy, completeness, or suitability.

Fixed-Income Sector Outlook – 3Q 2026

- We find the front end of the **U.S. Treasury** curve attractive given current pricing for Fed rate hikes. For shorter-duration strategies, we prefer a modestly longer duration stance and for longer duration strategies we will maintain a curve steepening bias through a modest underweight to the long end.
- **Federal Agency & Supranational** spreads are likely to remain at tight levels. Government-only accounts may find occasional value on an issue-by-issue basis.
- **Taxable Municipals** continue to offer limited opportunity as ongoing supply constraints and strong demand keep yields compressed. We do not expect this dynamic to change in the near term.
- **Investment-Grade (IG) Corporate** bonds are supported by technicals and stable fundamentals. All-in yields remain attractive; however, the recent spread tightening has reduced value in the sector. While corporate fundamentals remain favorable, we believe limited room exists for further spread compression and expect income generation and carry to be the primary contributors to returns going forward.
- **Asset-Backed Securities** fundamentals remain within expectations and credit enhancements remain robust. Prime loan delinquencies are stable and well below historical averages, though the subprime sector has shown some pressure. We remain constructive on the sector given its diversification benefits and favorable fundamentals. We believe security selection will become increasingly important as spreads remain below longer-term averages.
- Despite recent **Mortgage-Backed Securities** performance, we continue to view valuations as rich relative to historical levels, which may limit future excess return opportunities.
- **Short-term credit** (commercial paper and negotiable bank CDs) spreads are expected to be primarily driven by the FOMC's monetary policy decisions. Given the hawkish repricing we anticipate more opportunities over the quarter.

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Factors to Consider for 6-12 Months

Monetary Policy (Global):

- The Federal Reserve held rates steady at Chair Warsh's first meeting and removed forward guidance while shifting its focus to price stability.
- The June "dot plot" shifted more hawkish, showing no projected rate cuts in 2026 while nine policymakers projected at least one hike this year.
- Warsh launched five task forces to review Fed operations and key policy frameworks.
- Global central banks diverged, with ECB and BoJ hiking on persistent inflation while others remain on hold.

Economic Growth (Global):

- Global growth prospects improved following easing Middle East tensions, easing a key overhang on global supply chains and energy prices.
- AI-related capex and easing tariff pressures are expected to continue offsetting softening in consumer demand.
- Risks remain skewed to the downside given geopolitical uncertainty and signs of softer consumer demand.

Inflation (U.S.):

- Headline inflation remains above target but may be at or near its peak as falling oil prices provide a disinflationary impulse.
- Core services inflation remains sticky while core goods inflation remains muted as easing tariff pressures offset AI-fueled inflation.
- Producer prices suggest lingering supply-chain pressures, increasing the risk of cost passthroughs.
- While long-run inflation expectations remain anchored, the Fed remains focused on the passthrough of higher energy into core inflation.

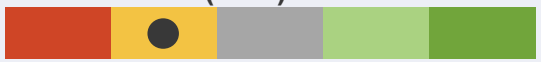
Financial Conditions (U.S.):

- Equity and fixed-income markets largely looked through the Middle East conflict, remaining focused on fundamentals and earnings strength.
- Strong corporate fundamentals persist and credit spreads are back near historical tights reflecting investor demand for yield.
- AI-related capex continues to drive significant capital flows, supporting equity valuations and elevated investment-grade issuance.
- Elevated valuations, large capital raises, geopolitical uncertainty, and energy price volatility remain key risks.

Consumer Spending (U.S.):

- Consumers remained resilient throughout the quarter despite higher energy costs but are beginning to show signs of softening.
- Real wages have turned modestly negative as inflation outpaces nominal wage gains, eroding purchasing power.
- The savings rate has fallen to multi-year lows, leaving consumers with less cushion.
- Consumer spending remains supported by higher-income households while affordability pressures persist for lower-income consumers.

Labor Markets (U.S.):



- The labor market has continued to show resilience, with recent payroll gains exceeding expectations and the unemployment rate holding steady.
- Hiring breadth remains narrow, concentrated in healthcare and social assistance.
- The "low-hire, low-fire" dynamic persists, with labor demand stable but hiring activity subdued.
- Slowing population growth and a softer labor force participation rate point to a structurally tighter supply of labor going forward.

● **Current outlook** ○ **Outlook one quarter ago**

Stance Unfavorable to Risk Assets | **Negative** | **Slightly Negative** | **Neutral** | **Slightly Positive** | **Positive** | **Stance Favorable to Risk Assets**

Statements and opinions expressed about the next 6-12 months were developed based on our independent research with information obtained from Bloomberg Finance L.P. and FactSet. The views expressed within this material constitute the perspective and judgment of PFM Asset Management at the time of distribution (6/30/2026) and are subject to change. Information is obtained from sources generally believed to be reliable and available to the public; however, PFM Asset Management cannot guarantee its accuracy, completeness, or suitability.

Account Summary

Certificate of Compliance

During the reporting period for the quarter ended June 30, 2026, the account(s) managed by PFM Asset Management ("PFMAM") were in compliance with the applicable investment policy and guidelines as furnished to PFMAM.

Acknowledged : *PFM Asset Management, a division of U.S. Bancorp Asset Management, Inc.*

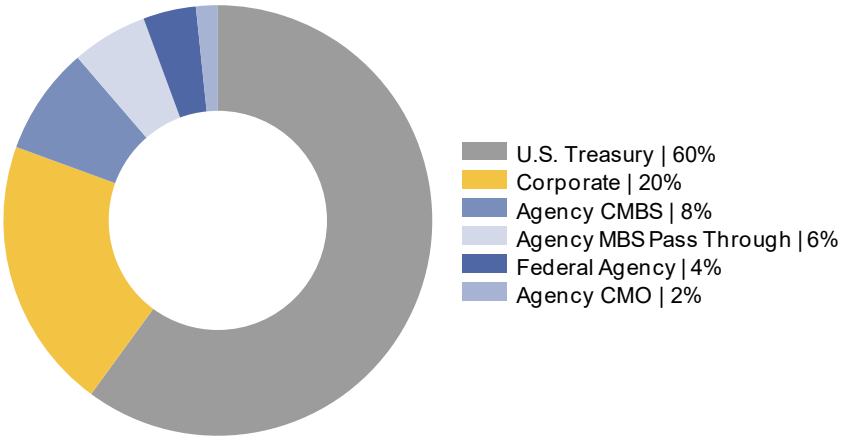
Note: Pre- and post-trade compliance for the account(s) managed by PFM Asset Management is provided via Bloomberg Financial LP Asset and Investment Management ("AIM").

Consolidated Summary

Account Summary

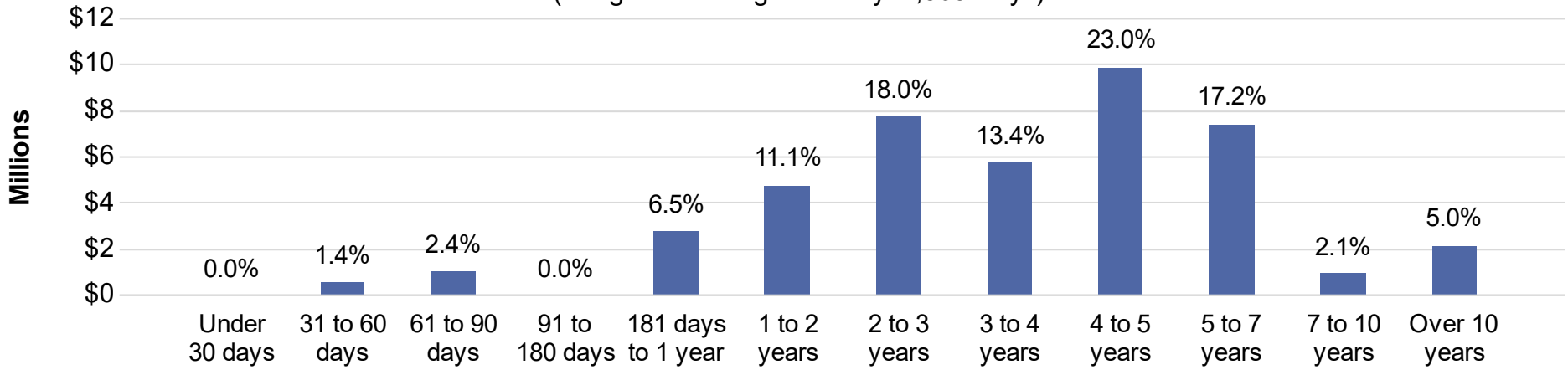
PFMAM Managed Account	$49,054,807
Total Program	**$49,054,807**

Sector Allocation



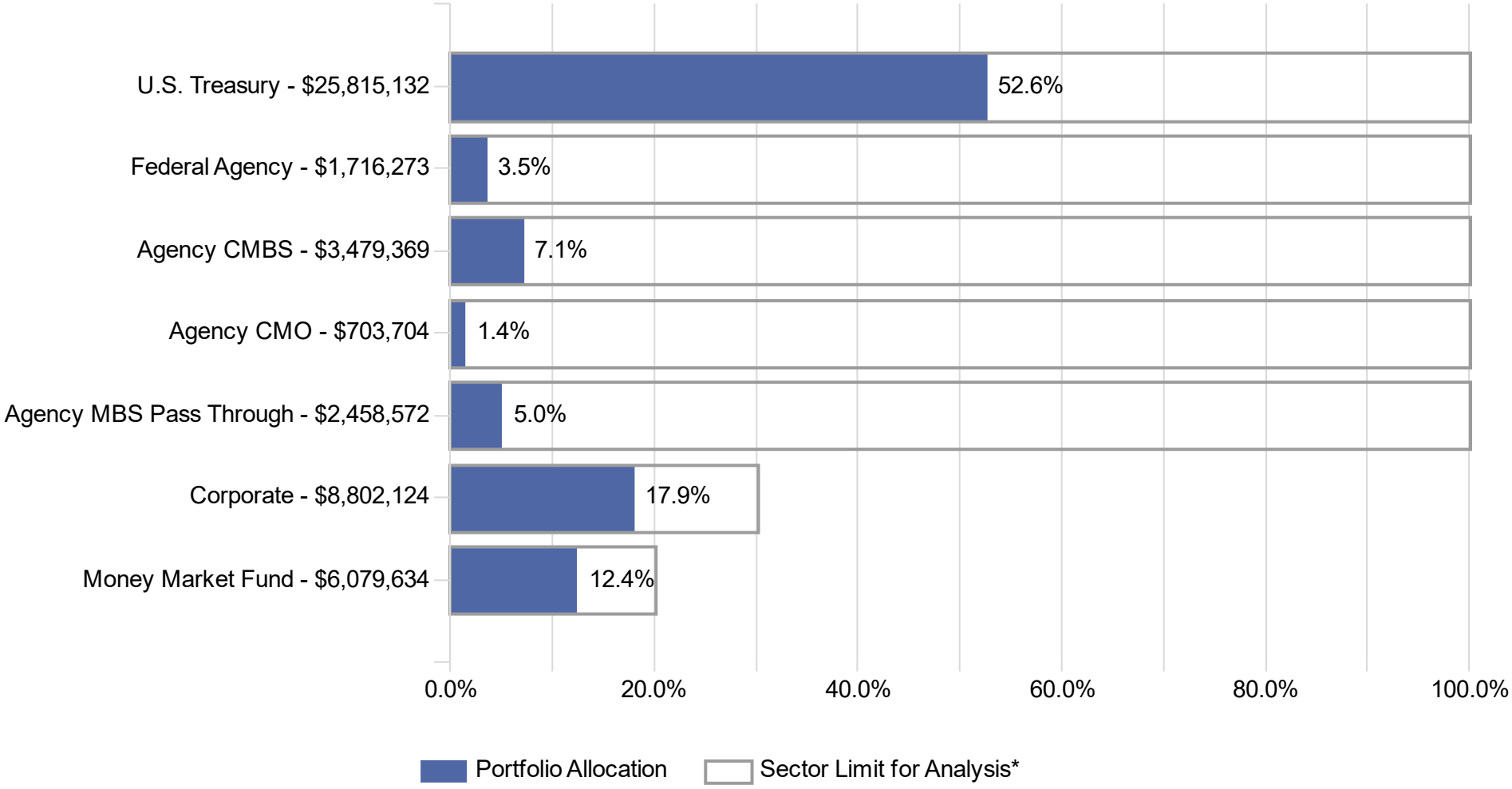
Maturity Distribution

(Weighted Average Maturity: 1,569 Days)



1. Account summary and sector allocation include market values, accrued interest, and overnight balances. Maturity distribution includes market values and excludes accrued interest and overnight balances

Sector Allocation Analytics



For informational/analytical purposes only and is not provided for compliance assurance. Includes accrued interest.
**Sector Limit for Analysis is as derived from our interpretation of your most recent Investment Policy as provided.*

Account Summary

SVCW - OPERATING RESERVE FUND

Portfolio Values	June 30, 2026
PFMAM Managed Account	$1,358,953
Amortized Cost	$1,358,572
Market Value	$1,358,953
Accrued Interest	$13,473
Cash	$4,187,424

Analytics[1]	June 30, 2026
Yield at Market	3.76%
Yield on Cost	3.89%
Portfolio Duration	0.14

SVCW - CIP RESERVE FUND

Portfolio Values	June 30, 2026
PFMAM Managed Account	$35,243,393
Amortized Cost	$35,638,320
Market Value	$35,243,393
Accrued Interest	$258,359
Cash	$346,044

Analytics[1]	June 30, 2026
Yield at Market	4.47%
Yield on Cost	3.99%
Portfolio Duration	3.43

SVCW - STAGE 2 CAPACITY RES FUND

Portfolio Values	June 30, 2026
PFMAM Managed Account	$6,082,066
Amortized Cost	$6,382,902
Market Value	$6,082,066
Accrued Interest	$18,930
Cash	$1,546,166

Analytics[1]	June 30, 2026
Yield at Market	4.40%
Yield on Cost	1.65%
Portfolio Duration	1.94

1. Yield at market, yield on cost, and portfolio duration only include investments held within the separately managed account(s), excludes balances invested in overnight funds.

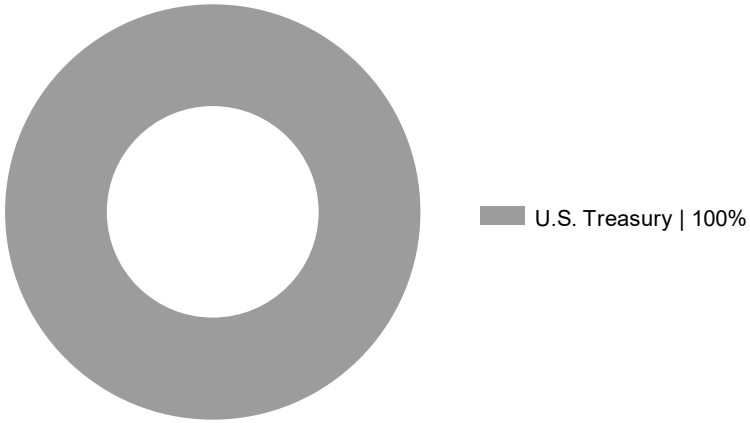
Portfolio Review:
SVCW - OPERATING RESERVE FUND

Portfolio Snapshot - SVCW - OPERATING RESERVE FUND[1]

Portfolio Statistics

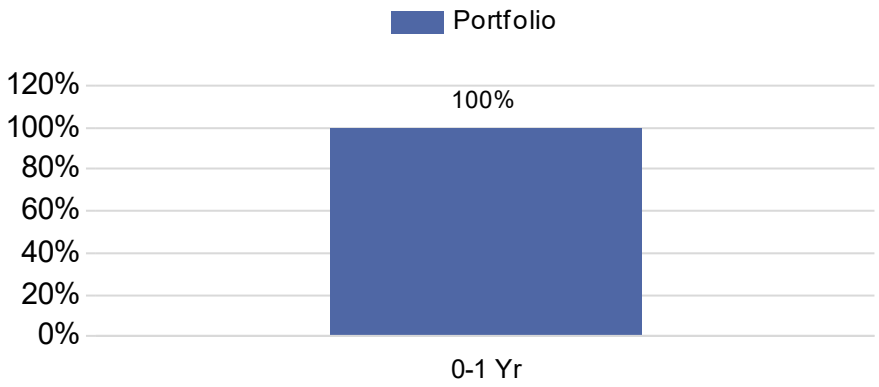
Total Market Value	$5,559,849.05
Securities Sub-Total	*$1,358,952.92*
Accrued Interest	*$13,472.50*
Cash	*$4,187,423.63*
Portfolio Effective Duration	0.14 years
Yield At Cost	3.89%
Yield At Market	3.76%
Portfolio Credit Quality	AA

Sector Allocation



Credit Quality - S&P

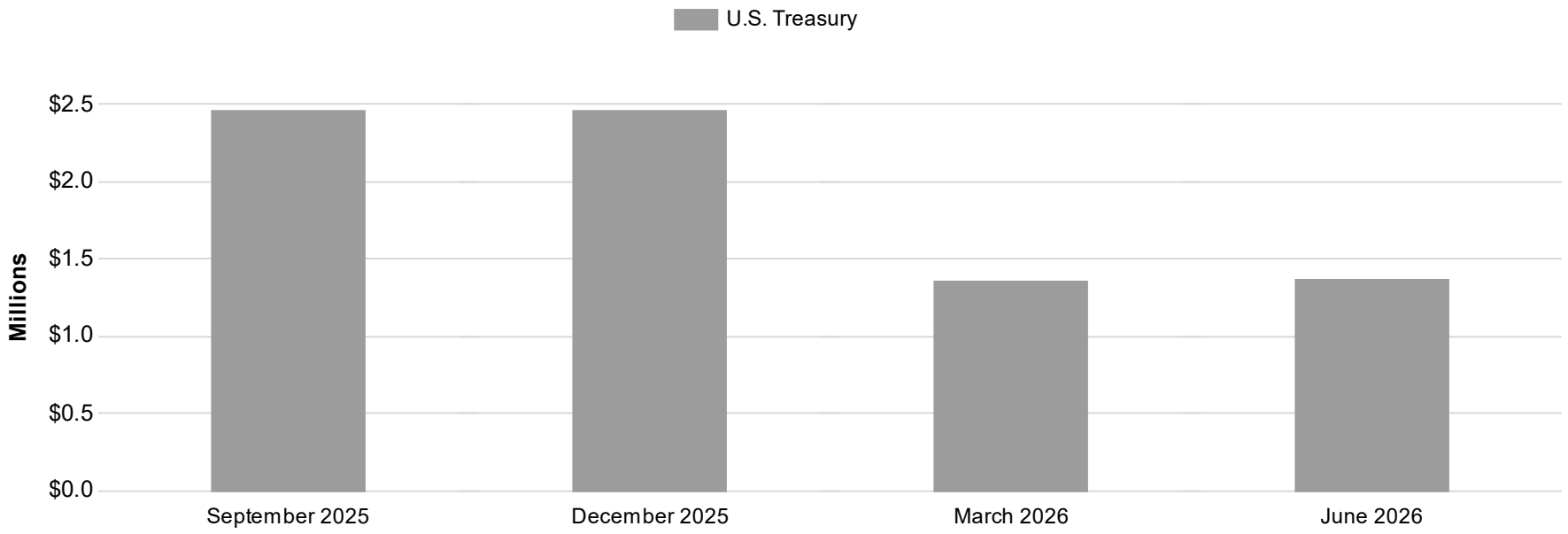
Duration Distribution



1. *Yield and duration calculations exclude cash and cash equivalents. Sector allocation includes market values and accrued interest. An average of each security's credit rating was assigned a numeric value and adjusted for its relative weighting in the portfolio.*

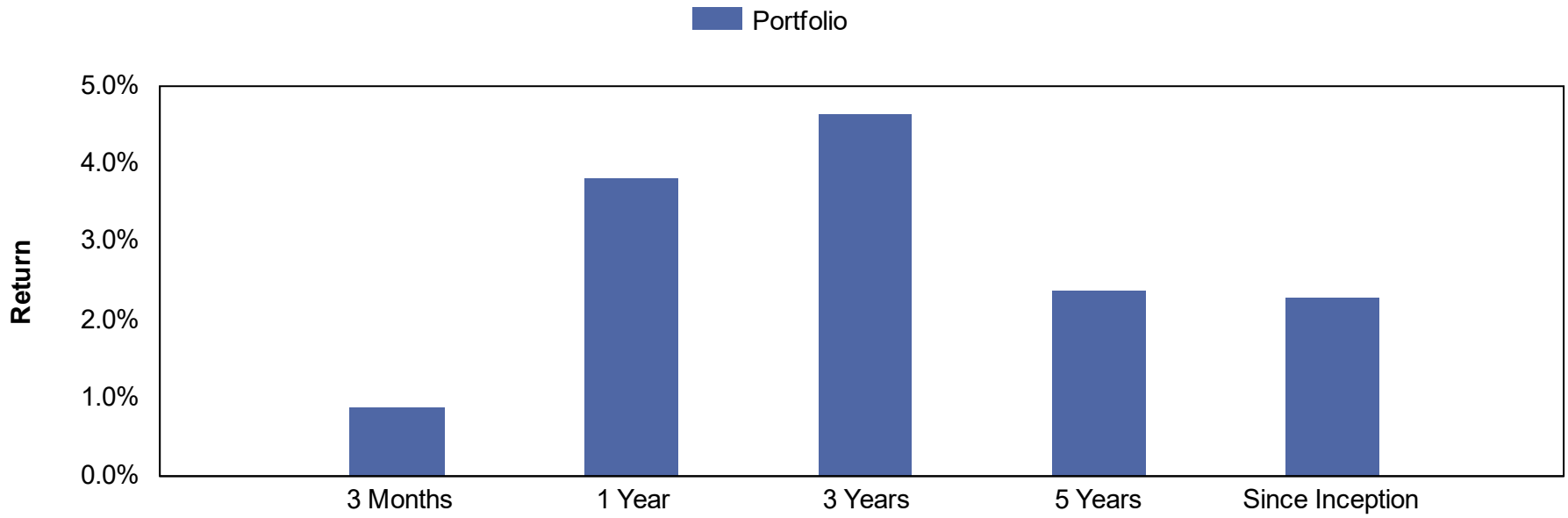
Sector Allocation Review - SVCW - OPERATING RESERVE FUND

Security Type	Sep-25	% of Total	Dec-25	% of Total	Mar-26	% of Total	Jun-26	% of Total
U.S. Treasury	$2.5	100.0%	$2.5	100.0%	$1.4	100.0%	$1.4	100.0%
Total	**$2.5**	**100.0%**	**$2.5**	**100.0%**	**$1.4**	**100.0%**	**$1.4**	**100.0%**



Market values, excluding accrued interest. Only includes fixed-income securities held within the separately managed account(s) and LGIPs managed by PFMAM. Detail may not add to total due to rounding.

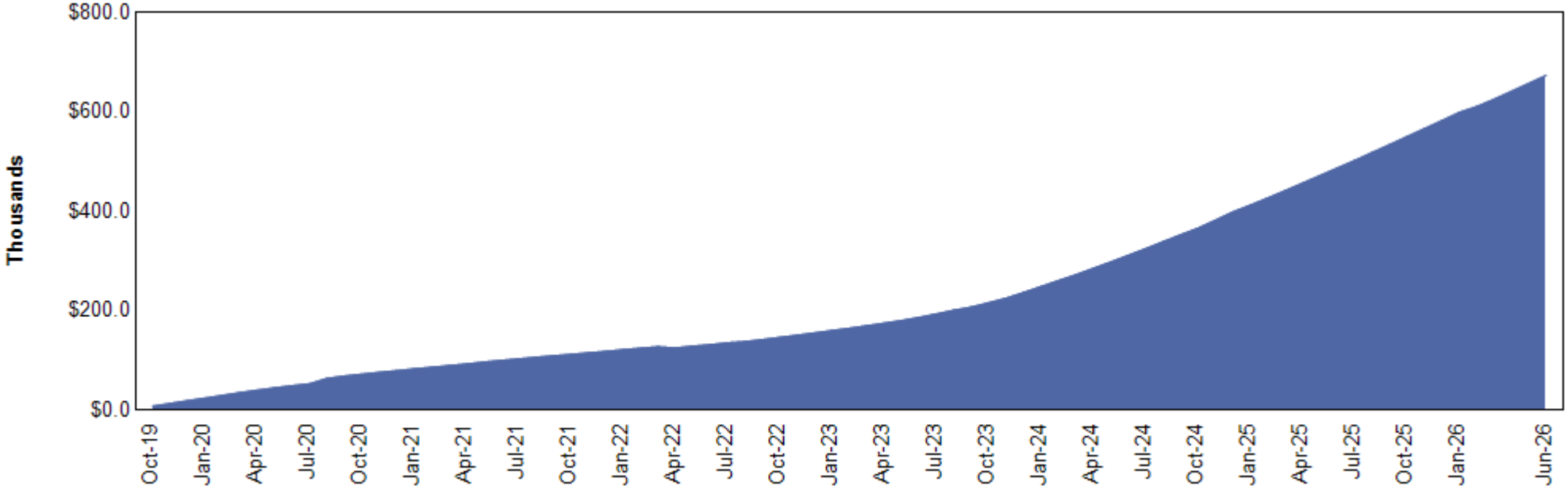
Portfolio Performance



Market Value Basis Earnings	3 Months	1 Year	3 Years	5 Years	Since Inception[1]
Interest Earned[2]	$45,134	$172,915	$458,825	$557,359	$651,996
Change in Market Value	$2,821	$14,174	$149,275	($20,105)	$18,958
Total Dollar Return	**$47,955**	**$187,089**	**$608,100**	**$537,254**	**$670,954**
Total Return[3]					
Portfolio	0.89%	3.83%	4.63%	2.37%	2.29%

1. *The lesser of 10 years or since inception is shown. Since inception returns for periods one year or less are not shown. Performance inception date is September 30, 2019.*
2. *Interest earned calculated as the ending accrued interest less beginning accrued interest, plus net interest activity.*
3. *Returns for periods one year or less are presented on a periodic basis. Returns for periods greater than one year are presented on an annualized basis.*
4. *The portfolio's benchmark is N/A.. Source: Bloomberg Financial LP.*

Accrual Basis Earnings - SVCW - OPERATING RESERVE FUND



Accrual Basis Earnings	3 Months	1 Year	3 Years	5 Year	Since Inception[1]
Interest Earned[2]	$45,134	$172,915	$458,825	$557,359	$651,996
Realized Gains / (Losses)[3]	-	-	($1,514)	($9,860)	($2,192)
Change in Amortized Cost	$3,131	$13,719	$30,143	$26,646	$23,452
Total Earnings	**$48,265**	**$186,634**	**$487,454**	**$574,145**	**$673,256**

1. The lesser of 10 years or since inception is shown. Performance inception date is September 30, 2019.
2. Interest earned calculated as the ending accrued interest less beginning accrued interest, plus net interest activity.
3. Realized gains / (losses) are shown on an amortized cost basis.

Portfolio Holdings and Transactions:
SVCW - OPERATING RESERVE FUND

Issuer Diversification

Security Type / Issuer	Market Value (%)	S&P / Moody's / Fitch
U.S. Treasury	**100.0%**	
United States Treasury	100.0%	AA / Aa / AA
Total	**100.0%**	

Ratings shown are calculated by assigning a numeral value to each security rating, then calculating a weighted average rating for each security type / issuer category using all available security ratings, excluding Not-Rated (NR) ratings. For security type / issuer categories where a rating from the applicable NRSRO is not available, a rating of NR is assigned. Includes accrued interest and excludes balances invested in overnight funds.

Managed Account Detail of Securities Held

Security Type/Description Dated Date/Coupon/Maturity	CUSIP	Par	S&P Rating	Moody's Rating	Trade Date	Settle Date	Original Cost	YTM at Cost	Accrued Interest	Amortized Cost	Market Value
U.S. Treasury											
US TREASURY N/B DTD 08/02/2021 0.625% 07/31/2026	91282CCP4	175,000.00	AA+	Aa1	8/11/2022	8/16/2022	158,969.73	3.10	456.23	174,667.19	174,557.60
US TREASURY N/B DTD 08/02/2021 0.625% 07/31/2026	91282CCP4	185,000.00	AA+	Aa1	7/5/2022	7/8/2022	169,354.49	2.84	482.30	184,683.72	184,532.32
US TREASURY N/B DTD 09/03/2024 3.750% 08/31/2026	91282CLH2	1,000,000.00	AA+	Aa1	11/1/2024	11/4/2024	991,679.69	4.23	12,533.97	999,220.99	999,863.00
Security Type Sub-Total		**1,360,000.00**					**1,320,003.91**	**3.89**	**13,472.50**	**1,358,571.90**	**1,358,952.92**
Managed Account Sub Total		**1,360,000.00**					**1,320,003.91**	**3.89**	**13,472.50**	**1,358,571.90**	**1,358,952.92**
Securities Sub Total		**$1,360,000.00**					**$1,320,003.91**	**3.89%**	**$13,472.50**	**$1,358,571.90**	**$1,358,952.92**
Accrued Interest											**$13,472.50**
Total Investments											**$1,372,425.42**

Quarterly Portfolio Transactions

Trade Date	Settle Date	Par ($)	CUSIP	Security Description	Coupon	Maturity Date	Transact Amount ($)	Yield at Market	Realized G/L (BV)
INTEREST									
4/1/2026	4/1/2026		MONEY0002	MONEY MARKET FUND	0.00%		11,731.27		
5/1/2026	5/1/2026		MONEY0002	MONEY MARKET FUND	0.00%		11,520.99		
6/1/2026	6/1/2026		MONEY0002	MONEY MARKET FUND	0.00%		12,043.20		
Total INTEREST		**0.00**					**35,295.46**		**0.00**

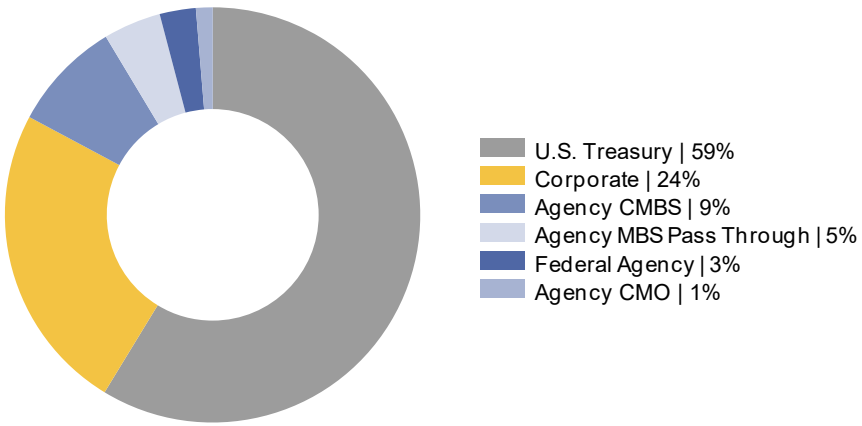
Portfolio Review:
SVCW - CIP RESERVE FUND

Portfolio Snapshot - SVCW - CIP RESERVE FUND[1]

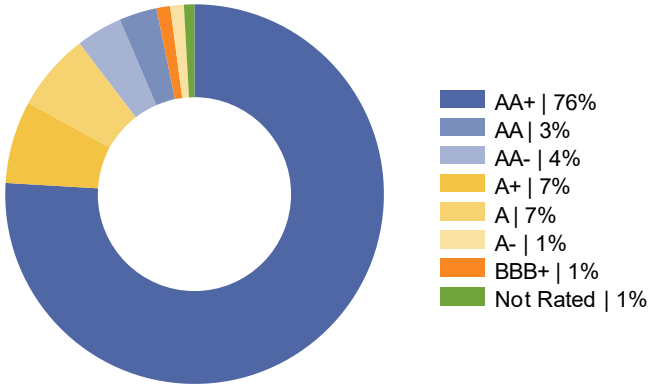
Portfolio Statistics

Total Market Value	$35,847,796.52
Securities Sub-Total	*$35,243,392.86*
Accrued Interest	*$258,359.22*
Cash	*$346,044.44*
Portfolio Effective Duration	3.43 years
Benchmark Effective Duration	3.43 years
Yield At Cost	3.99%
Yield At Market	4.47%
Portfolio Credit Quality	AA

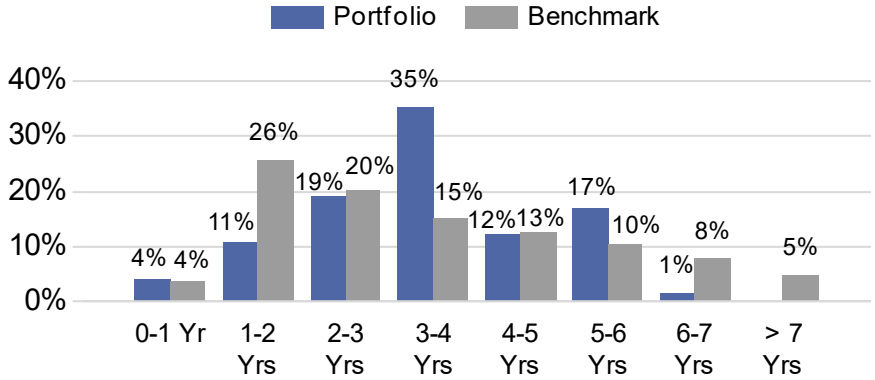
Sector Allocation



Credit Quality - S&P



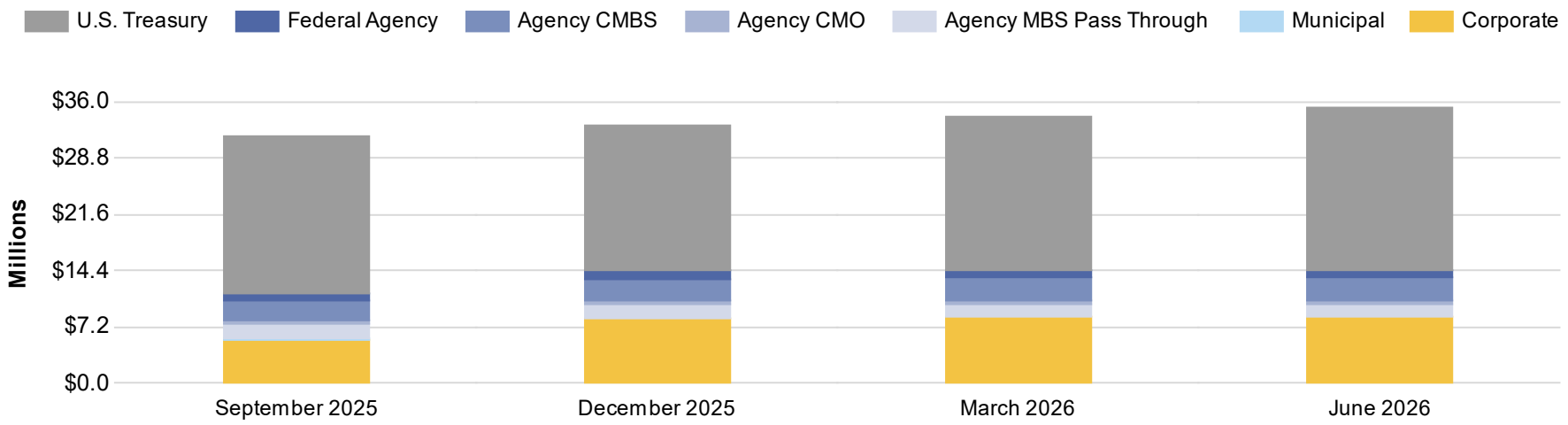
Duration Distribution



1. *Yield and duration calculations exclude cash and cash equivalents. Sector allocation includes market values and accrued interest. The portfolio's benchmark is the ICE BofA 1-10 Year U.S. Treasury Index. Source: Bloomberg Financial LP. An average of each security's credit rating was assigned a numeric value and adjusted for its relative weighting in the portfolio.*

Sector Allocation Review - SVCW - CIP RESERVE FUND

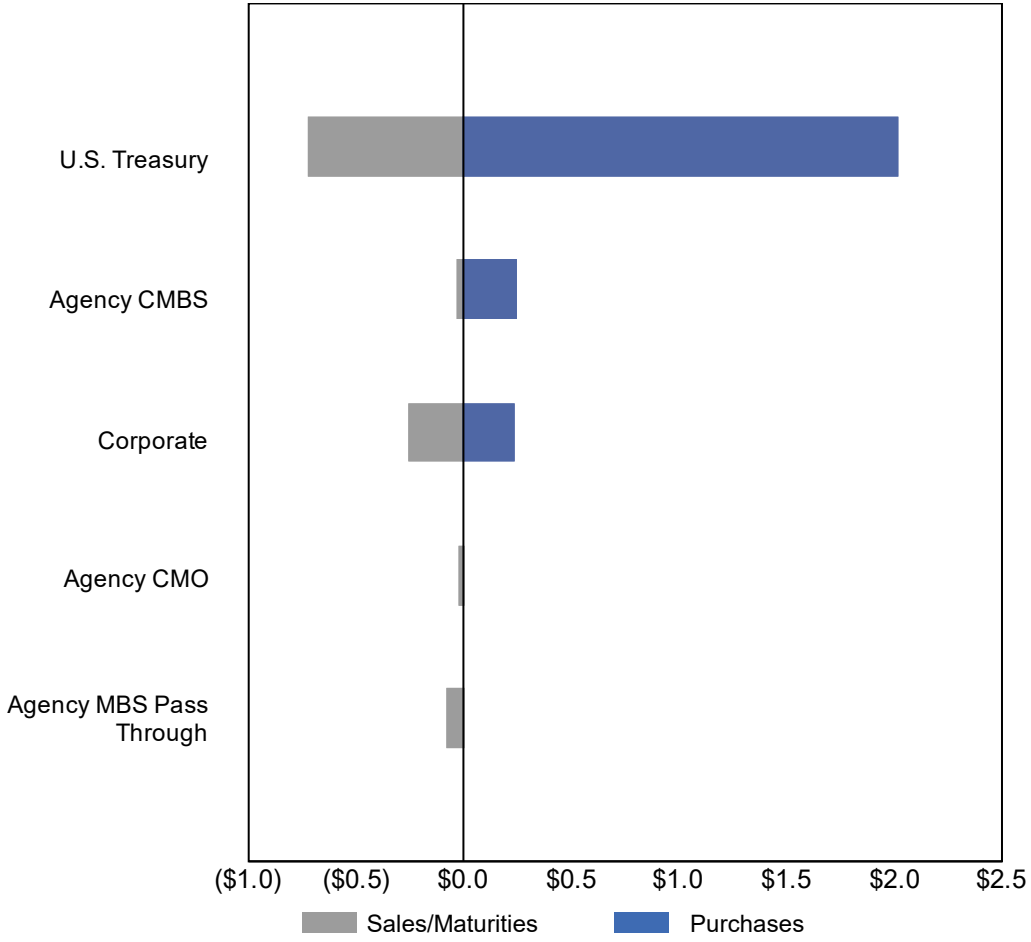
Security Type	Sep-25	% of Total	Dec-25	% of Total	Mar-26	% of Total	Jun-26	% of Total
U.S. Treasury	$20.1	63.4%	$18.6	56.3%	$19.6	57.4%	$20.7	58.7%
Federal Agency	$1.0	3.2%	$1.0	3.1%	$1.0	3.0%	$1.0	2.8%
Agency CMBS	$2.5	8.0%	$2.9	8.7%	$2.8	8.3%	$3.0	8.6%
Agency CMO	$0.5	1.7%	$0.5	1.5%	$0.5	1.4%	$0.5	1.3%
Agency MBS Pass Through	$1.8	5.7%	$1.7	5.3%	$1.7	4.9%	$1.6	4.5%
Municipal	$0.2	0.8%	$0.0	0.0%	$0.0	0.0%	$0.0	0.0%
Corporate	$5.4	17.2%	$8.3	25.1%	$8.5	25.0%	$8.5	24.1%
Total	**$31.7**	**100.0%**	**$33.0**	**100.0%**	**$34.1**	**100.0%**	**$35.2**	**100.0%**



Market values, excluding accrued interest. Only includes fixed-income securities held within the separately managed account(s) and LGIPs managed by PFMAM. Detail may not add to total due to rounding.

Portfolio Activity - SVCW - CIP RESERVE FUND

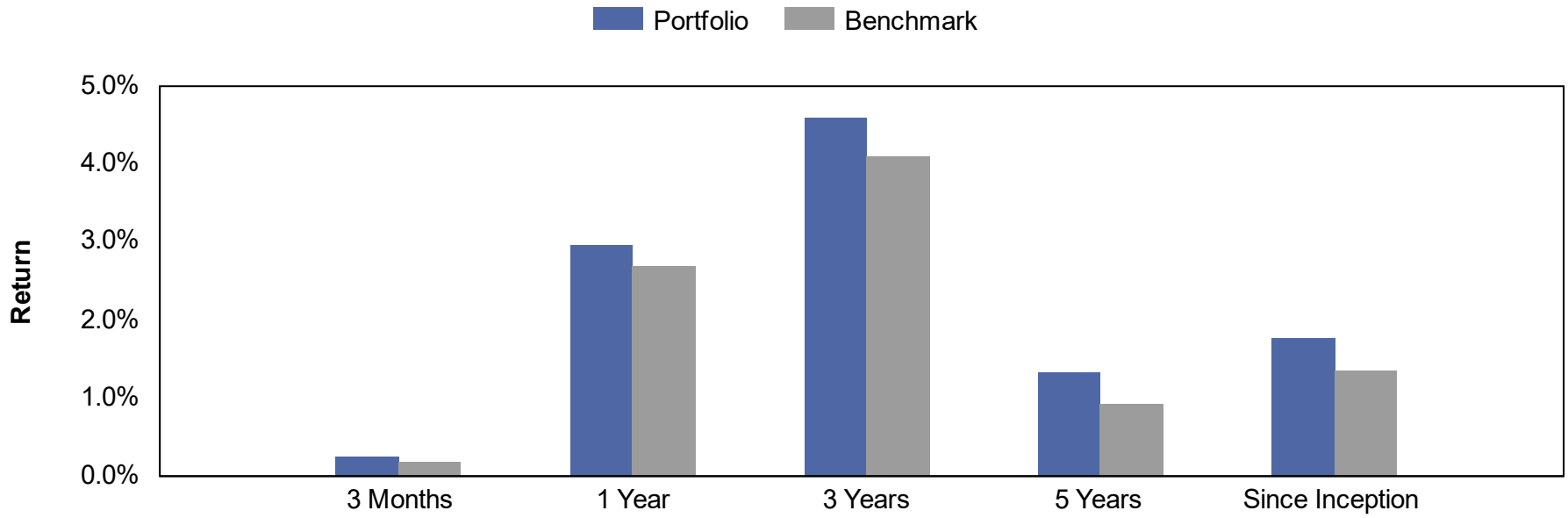
Net Activity by Sector
($ millions)



Sector	Net Activity
U.S. Treasury	$1,297,419
Agency CMBS	$221,334
Corporate	($10,456)
Agency CMO	($20,691)
Agency MBS Pass Through	($74,339)
Total Net Activity	**$1,413,267**

Based on total proceeds (principal and accrued interest) of buys, sells, maturities, and principal paydowns. Detail may not add to total due to rounding.

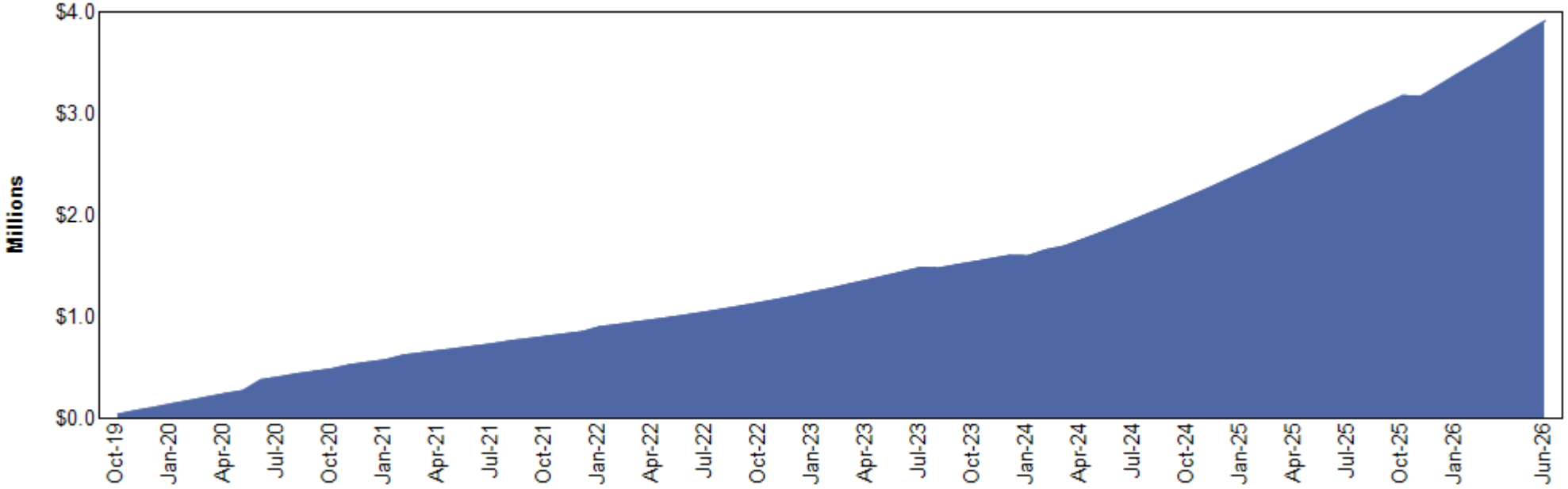
Portfolio Performance



Market Value Basis Earnings	3 Months	1 Year	3 Years	5 Years	Since Inception[1]
Interest Earned[2]	$305,418	$1,143,983	$2,720,104	$3,556,032	$4,316,581
Change in Market Value	($218,049)	($196,697)	$1,001,984	($1,129,495)	($836,549)
Total Dollar Return	**$87,369**	**$947,286**	**$3,722,088**	**$2,426,537**	**$3,480,032**
Total Return[3]					
Portfolio	0.25%	2.96%	4.59%	1.32%	1.76%
Benchmark[4]	0.19%	2.68%	4.10%	0.93%	1.35%

1. *The lesser of 10 years or since inception is shown. Since inception returns for periods one year or less are not shown. Performance inception date is September 30, 2019.*
2. *Interest earned calculated as the ending accrued interest less beginning accrued interest, plus net interest activity.*
3. *Returns for periods one year or less are presented on a periodic basis. Returns for periods greater than one year are presented on an annualized basis.*
4. *The portfolio's benchmark is the ICE BofA 1-10 Year U.S. Treasury Index. Source: Bloomberg Financial LP.*

Accrual Basis Earnings - SVCW - CIP RESERVE FUND



Accrual Basis Earnings	3 Months	1 Year	3 Years	5 Year	Since Inception[1]
Interest Earned[2]	$305,418	$1,143,983	$2,720,104	$3,556,032	$4,316,581
Realized Gains / (Losses)[3]	($13,681)	($170,825)	($419,609)	($381,776)	($248,923)
Change in Amortized Cost	$36,352	$105,984	$169,448	$27,852	($151,234)
Total Earnings	**$328,089**	**$1,079,142**	**$2,469,944**	**$3,202,108**	**$3,916,424**

1. The lesser of 10 years or since inception is shown. Performance inception date is September 30, 2019.
2. Interest earned calculated as the ending accrued interest less beginning accrued interest, plus net interest activity.
3. Realized gains / (losses) are shown on an amortized cost basis.

Portfolio Holdings and Transactions:
SVCW - CIP RESERVE FUND

Issuer Diversification

Security Type / Issuer	Market Value (%)	S&P / Moody's / Fitch
U.S. Treasury	**58.8%**	
United States Treasury	58.8%	AA / Aa / AA
Federal Agency	**2.8%**	
Federal National Mortgage Association	2.8%	AA / Aa / AA
Agency CMBS	**8.5%**	
Federal Home Loan Mortgage Corp	7.8%	AA / Aa / AA
Federal National Mortgage Association	0.7%	AA / Aa / AA
Agency CMO	**1.3%**	
Federal Home Loan Mortgage Corp	0.3%	AA / Aa / AA
Federal National Mortgage Association	1.0%	AA / Aa / AA
Agency MBS Pass Through	**4.5%**	
Federal Home Loan Mortgage Corp	0.9%	AA / Aa / AA
Federal National Mortgage Association	3.6%	AA / Aa / AA
Corporate	**24.1%**	
Adobe Inc	0.5%	A / A / NR
Air Products and Chemicals Inc	0.5%	A / A / NR
Amazon.com Inc	1.7%	AA / A / AA
American Express Co	0.6%	A / A / A
Analog Devices Inc	0.6%	A / A / A
Bank of New York Mellon Corp	0.8%	A / Aa / AA
Bayerische Motoren Werke AG	0.4%	A / A / NR
Berkshire Hathaway Inc	0.8%	AA / Aa / A
BlackRock Inc	1.0%	AA / Aa / NR
Caterpillar Inc	0.4%	A / A / A
Cisco Systems Inc	0.5%	AA / A / NR
Citigroup Inc	1.0%	A / Aa / AA

Security Type / Issuer	Market Value (%)	S&P / Moody's / Fitch
Corporate	**24.1%**	
Deere & Co	0.5%	A / A / A
Hershey Co	0.6%	A / A / NR
Home Depot Inc	0.5%	A / A / A
Honda Motor Co Ltd	0.6%	BBB / A / A
Mars Inc	0.2%	A / A / NR
National Australia Bank Ltd	0.8%	AA / Aa / NR
National Rural Utilities Cooperative Fi	1.4%	A / A / A
Northern Trust Corp	1.7%	A / A / A
Novartis AG	1.6%	AA / Aa / NR
NVIDIA Corp	0.7%	AA / Aa / NR
PACCAR Inc	0.6%	A / A / NR
Pfizer Inc	0.9%	A / A / NR
Shell PLC	1.8%	A / Aa / AA
State Street Corp	1.2%	A / Aa / AA
Target Corp	0.1%	A / A / NR
TotalEnergies SE	0.9%	A / Aa / NR
Toyota Motor Corp	0.5%	A / A / A
Wells Fargo & Co	0.6%	BBB / A / A
Total	**100.0%**	

Ratings shown are calculated by assigning a numeral value to each security rating, then calculating a weighted average rating for each security type / issuer category using all available security ratings, excluding Not-Rated (NR) ratings. For security type / issuer categories where a rating from the applicable NRSRO is not available, a rating of NR is assigned. Includes accrued interest and excludes balances invested in overnight funds.

Managed Account Detail of Securities Held

Security Type/Description Dated Date/Coupon/Maturity	CUSIP	Par	S&P Rating	Moody's Rating	Trade Date	Settle Date	Original Cost	YTM at Cost	Accrued Interest	Amortized Cost	Market Value
U.S. Treasury											
US TREASURY N/B DTD 01/31/2020 1.500% 01/31/2027	912828Z78	145,000.00	AA+	Aa1	2/12/2021	2/17/2021	152,165.04	0.65	907.25	145,705.30	142,915.63
US TREASURY N/B DTD 08/31/2020 0.500% 08/31/2027	91282CAH4	225,000.00	AA+	Aa1	4/2/2021	4/6/2021	214,453.13	1.26	376.02	223,078.29	215,753.85
US TREASURY N/B DTD 08/31/2020 0.500% 08/31/2027	91282CAH4	100,000.00	AA+	Aa1	3/3/2021	3/4/2021	96,496.09	1.06	167.12	99,370.45	95,890.60
US TREASURY N/B DTD 12/31/2020 0.625% 12/31/2027	91282CBB6	175,000.00	AA+	Aa1	6/7/2022	6/8/2022	153,316.41	3.07	2.97	169,152.26	166,086.03
US TREASURY N/B DTD 12/31/2020 0.625% 12/31/2027	91282CBB6	225,000.00	AA+	Aa1	9/1/2022	9/6/2022	194,405.27	3.45	3.82	216,366.68	213,539.18
US TREASURY N/B DTD 12/31/2020 0.625% 12/31/2027	91282CBB6	150,000.00	AA+	Aa1	1/13/2022	1/14/2022	141,744.14	1.60	2.55	147,921.81	142,359.45
US TREASURY N/B DTD 12/31/2020 0.625% 12/31/2027	91282CBB6	225,000.00	AA+	Aa1	3/2/2022	3/4/2022	210,366.21	1.81	3.82	221,231.52	213,539.18
US TREASURY N/B DTD 05/15/2018 2.875% 05/15/2028	9128284N7	425,000.00	AA+	Aa1	11/2/2022	11/4/2022	395,947.27	4.28	1,560.55	415,157.47	415,188.45
US TREASURY N/B DTD 02/15/2019 2.625% 02/15/2029	9128286B1	2,900,000.00	AA+	Aa1	7/26/2023	7/27/2023	2,683,746.09	4.14	28,599.45	2,797,732.14	2,789,663.70
US TREASURY N/B DTD 02/15/2019 2.625% 02/15/2029	9128286B1	1,075,000.00	AA+	Aa1	8/2/2023	8/4/2023	989,797.85	4.25	10,601.52	1,034,547.94	1,034,099.48
US TREASURY N/B DTD 10/31/2022 4.000% 10/31/2029	91282CFT3	375,000.00	AA+	Aa1	5/1/2024	5/6/2024	362,358.40	4.70	2,527.17	366,942.60	372,934.50
US TREASURY N/B DTD 10/31/2022 4.000% 10/31/2029	91282CFT3	300,000.00	AA+	Aa1	3/14/2024	3/18/2024	295,312.50	4.32	2,021.74	297,219.01	298,347.60
US TREASURY N/B DTD 10/31/2022 4.000% 10/31/2029	91282CFT3	750,000.00	AA+	Aa1	12/6/2023	12/7/2023	740,888.67	4.23	5,054.35	744,850.30	745,869.00
US TREASURY N/B DTD 10/31/2022 4.000% 10/31/2029	91282CFT3	1,400,000.00	AA+	Aa1	1/3/2024	1/5/2024	1,403,554.69	3.95	9,434.78	1,402,036.51	1,392,288.80
US TREASURY N/B DTD 10/31/2022 4.000% 10/31/2029	91282CFT3	350,000.00	AA+	Aa1	4/4/2024	4/8/2024	343,929.69	4.35	2,358.70	346,361.40	348,072.20

Security Type/Description Dated Date/Coupon/Maturity	CUSIP	Par	S&P Rating	Moody's Rating	Trade Date	Settle Date	Original Cost	YTM at Cost	Accrued Interest	Amortized Cost	Market Value
U.S. Treasury											
US TREASURY N/B DTD 08/31/2023 4.125% 08/31/2030	91282CHW4	450,000.00	AA+	Aa1	10/2/2024	10/7/2024	461,707.03	3.63	6,204.31	458,522.55	448,752.15
US TREASURY N/B DTD 08/31/2023 4.125% 08/31/2030	91282CHW4	600,000.00	AA+	Aa1	8/1/2024	8/5/2024	608,273.44	3.87	8,272.42	605,881.47	598,336.20
US TREASURY N/B DTD 08/31/2023 4.125% 08/31/2030	91282CHW4	700,000.00	AA+	Aa1	6/10/2024	6/13/2024	686,574.22	4.48	9,651.15	690,601.82	698,058.90
US TREASURY N/B DTD 08/31/2023 4.125% 08/31/2030	91282CHW4	500,000.00	AA+	Aa1	9/5/2024	9/9/2024	513,925.78	3.60	6,893.68	510,016.30	498,613.50
US TREASURY N/B DTD 08/31/2023 4.125% 08/31/2030	91282CHW4	400,000.00	AA+	Aa1	7/1/2024	7/3/2024	392,921.88	4.46	5,514.95	395,007.39	398,890.80
US TREASURY N/B DTD 05/31/2024 4.625% 05/31/2031	91282CKU4	775,000.00	AA+	Aa1	12/4/2024	12/6/2024	793,587.89	4.20	3,035.95	789,541.17	788,895.75
US TREASURY N/B DTD 05/31/2024 4.625% 05/31/2031	91282CKU4	200,000.00	AA+	Aa1	3/4/2025	3/6/2025	206,781.25	4.00	783.47	205,482.34	203,586.00
US TREASURY N/B DTD 05/31/2024 4.625% 05/31/2031	91282CKU4	250,000.00	AA+	Aa1	11/1/2024	11/6/2024	255,380.86	4.25	979.34	254,165.41	254,482.50
US TREASURY N/B DTD 05/31/2024 4.625% 05/31/2031	91282CKU4	425,000.00	AA+	Aa1	4/1/2025	4/4/2025	439,576.17	3.99	1,664.87	436,917.33	432,620.25
US TREASURY N/B DTD 05/31/2024 4.625% 05/31/2031	91282CKU4	575,000.00	AA+	Aa1	2/4/2025	2/7/2025	581,760.74	4.41	2,252.48	580,424.26	585,309.75
US TREASURY N/B DTD 05/31/2024 4.625% 05/31/2031	91282CKU4	400,000.00	AA+	Aa1	1/3/2025	1/7/2025	402,937.50	4.49	1,566.94	402,329.83	407,172.00
US TREASURY N/B DTD 09/03/2024 3.750% 08/31/2031	91282CLJ8	625,000.00	AA+	Aa1	6/4/2025	6/9/2025	614,086.91	4.07	7,833.73	615,759.64	611,328.13
US TREASURY N/B DTD 09/03/2024 3.750% 08/31/2031	91282CLJ8	250,000.00	AA+	Aa1	7/1/2025	7/3/2025	247,177.73	3.96	3,133.49	247,589.03	244,531.25
US TREASURY N/B DTD 11/15/2021 1.375% 11/15/2031	91282CDJ7	1,125,000.00	AA+	Aa1	9/3/2025	9/8/2025	969,960.94	3.90	1,975.63	988,277.46	971,543.25
US TREASURY N/B DTD 11/15/2021 1.375% 11/15/2031	91282CDJ7	675,000.00	AA+	Aa1	8/1/2025	8/5/2025	573,143.56	4.13	1,185.38	586,265.78	582,925.95
US TREASURY N/B DTD 11/15/2021 1.375% 11/15/2031	91282CDJ7	975,000.00	AA+	Aa1	10/1/2025	10/6/2025	846,155.27	3.82	1,712.21	860,163.14	842,004.15
US TREASURY N/B DTD 11/15/2021 1.375% 11/15/2031	91282CDJ7	200,000.00	AA+	Aa1	9/16/2025	9/17/2025	174,421.88	3.72	351.22	177,380.35	172,718.80

Security Type/Description Dated Date/Coupon/Maturity	CUSIP	Par	S&P Rating	Moody's Rating	Trade Date	Settle Date	Original Cost	YTM at Cost	Accrued Interest	Amortized Cost	Market Value
U.S. Treasury											
US TREASURY N/B DTD 02/15/2022 1.875% 02/15/2032	91282CDY4	600,000.00	AA+	Aa1	4/1/2026	4/7/2026	531,937.50	4.07	4,226.52	534,368.16	529,288.80
US TREASURY N/B DTD 02/15/2022 1.875% 02/15/2032	91282CDY4	350,000.00	AA+	Aa1	2/2/2026	2/5/2026	310,925.78	3.98	2,465.47	313,263.28	308,751.80
US TREASURY N/B DTD 02/15/2022 1.875% 02/15/2032	91282CDY4	1,225,000.00	AA+	Aa1	3/3/2026	3/6/2026	1,102,834.96	3.76	8,629.14	1,108,811.80	1,080,631.30
US TREASURY N/B DTD 02/15/2022 1.875% 02/15/2032	91282CDY4	875,000.00	AA+	Aa1	6/2/2026	6/4/2026	772,460.94	4.21	6,163.67	773,649.88	771,879.50
US TREASURY N/B DTD 02/15/2022 1.875% 02/15/2032	91282CDY4	600,000.00	AA+	Aa1	5/1/2026	5/6/2026	531,398.44	4.12	4,226.52	533,029.67	529,288.80
US TREASURY N/B DTD 02/15/2024 4.000% 02/15/2034	91282CJZ5	175,000.00	AA+	Aa1	6/29/2026	6/30/2026	171,705.08	4.29	2,629.83	171,706.25	170,966.78
Security Type Sub-Total		**21,770,000.00**					**20,568,117.20**	**3.98**	**154,974.18**	**20,866,827.99**	**20,717,123.96**
Federal Agency											
FANNIE MAE DTD 10/09/2020 0.750% 10/08/2027	3135G05Y5	350,000.00	AA+	Aa1	10/7/2020	10/9/2020	349,499.50	0.77	605.21	349,909.20	335,514.55
FANNIE MAE DTD 05/05/2000 7.250% 05/15/2030	31359MFP3	600,000.00	AA+	Aa1	10/4/2019	10/7/2019	916,788.00	1.77	5,558.33	715,663.30	664,077.00
Security Type Sub-Total		**950,000.00**					**1,266,287.50**	**1.43**	**6,163.54**	**1,065,572.50**	**999,591.55**
Corporate											
BMW US CAPITAL LLC (CALLABLE) DTD 08/12/2021 1.250% 08/12/2026	05565EBW4	125,000.00	A	A2	8/12/2021	8/16/2021	124,962.50	1.26	603.30	124,999.14	124,559.37
CATERPILLAR FINL SERVICE DTD 01/10/2022 1.700% 01/08/2027	14913R2U0	150,000.00	A	A1	1/11/2022	1/13/2022	149,242.50	1.81	1,225.42	149,921.08	148,141.05
TARGET CORP (CALLABLE) DTD 01/24/2022 1.950% 01/15/2027	87612EBM7	25,000.00	A	A2	1/19/2022	1/24/2022	24,957.50	1.99	224.79	24,995.40	24,707.95
BANK OF NY MELLON CORP (CALLABLE) DTD 01/26/2022 2.050% 01/26/2027	06406RBA4	300,000.00	A	Aa3	1/26/2022	1/28/2022	299,334.00	2.10	2,647.92	299,924.07	296,394.30

Security Type/Description Dated Date/Coupon/Maturity	CUSIP	Par	S&P Rating	Moody's Rating	Trade Date	Settle Date	Original Cost	YTM at Cost	Accrued Interest	Amortized Cost	Market Value
Corporate											
BERKSHIRE HATHAWAY FIN (CALLABLE) DTD 03/15/2022 2.300% 03/15/2027	084664CZ2	275,000.00	AA	Aa2	3/15/2022	3/17/2022	269,841.00	2.70	1,862.36	274,271.20	271,371.93
NORTHERN TRUST CORP (CALLABLE) DTD 05/10/2022 4.000% 05/10/2027	665859AW4	150,000.00	A+	A2	5/13/2022	5/17/2022	151,854.00	3.73	850.00	150,293.40	149,714.10
NATIONAL AUSTRALIA BK/NY DTD 06/09/2022 3.905% 06/09/2027	63254ABE7	275,000.00	AA-	Aa2	6/9/2022	6/13/2022	272,541.50	4.10	656.26	274,537.32	273,881.58
JOHN DEERE CAPITAL CORP DTD 07/14/2023 4.950% 07/14/2028	24422EXB0	175,000.00	A	A1	7/21/2023	7/25/2023	176,337.00	4.78	4,018.44	175,547.80	177,168.95
CITIBANK NA (CALLABLE) DTD 09/29/2023 5.803% 09/29/2028	17325FBB3	325,000.00	A+	Aa3	10/2/2023	10/4/2023	323,388.00	5.92	4,819.71	324,216.98	334,371.38
TOYOTA MOTOR CREDIT CORP DTD 01/05/2024 4.650% 01/05/2029	89236TLL7	100,000.00	A+	A1	1/2/2024	1/5/2024	99,863.00	4.68	2,273.33	99,927.36	100,477.50
TOYOTA MOTOR CREDIT CORP DTD 01/05/2024 4.650% 01/05/2029	89236TLL7	75,000.00	A+	A1	1/3/2024	1/5/2024	74,901.00	4.68	1,705.00	74,947.45	75,358.13
NATIONAL RURAL UTIL COOP (CALLABLE) DTD 02/05/2024 4.850% 02/07/2029	63743HFN7	175,000.00	A-	A2	2/6/2024	2/8/2024	174,998.25	4.85	3,395.00	174,999.15	176,094.28
AIR PRODUCTS & CHEMICALS (CALLABLE) DTD 02/08/2024 4.600% 02/08/2029	009158BH8	160,000.00	A	A3	2/6/2024	2/8/2024	159,787.20	4.63	2,923.56	159,883.22	160,554.72
CISCO SYSTEMS INC (CALLABLE) DTD 02/26/2024 4.850% 02/26/2029	17275RBR2	190,000.00	AA-	A1	2/21/2024	2/26/2024	189,933.50	4.86	3,199.65	189,963.08	192,017.61
BLACKROCK FUNDING INC (CALLABLE) DTD 03/14/2024 4.700% 03/14/2029	09290DAA9	330,000.00	AA-	Aa3	3/6/2024	3/14/2024	330,161.70	4.69	4,609.92	330,092.76	333,274.92
BLACKROCK FUNDING INC (CALLABLE) DTD 03/14/2024 4.700% 03/14/2029	09290DAA9	20,000.00	AA-	Aa3	3/5/2024	3/14/2024	19,963.80	4.74	279.39	19,979.44	20,198.48
ADOBE INC (CALLABLE) DTD 04/04/2024 4.800% 04/04/2029	00724PAF6	80,000.00	A+	A1	4/2/2024	4/4/2024	79,894.40	4.83	928.00	79,938.74	80,781.76
ADOBE INC (CALLABLE) DTD 04/04/2024 4.800% 04/04/2029	00724PAF6	95,000.00	A+	A1	4/1/2024	4/4/2024	94,858.45	4.83	1,102.00	94,917.80	95,928.34

Security Type/Description Dated Date/Coupon/Maturity	CUSIP	Par	S&P Rating	Moody's Rating	Trade Date	Settle Date	Original Cost	YTM at Cost	Accrued Interest	Amortized Cost	Market Value
Corporate											
WELLS FARGO & COMPANY (CALLABLE) DTD 04/23/2025 4.970% 04/23/2029	95000U3T8	160,000.00	BBB+	A1	4/15/2025	4/23/2025	160,000.00	4.97	1,502.04	160,000.00	160,780.64
WELLS FARGO & COMPANY (CALLABLE) DTD 04/23/2025 4.970% 04/23/2029	95000U3T8	65,000.00	BBB+	A1	4/16/2025	4/23/2025	65,052.00	4.95	610.21	65,032.36	65,317.14
AMERICAN EXPRESS CO (CALLABLE) DTD 04/25/2025 4.731% 04/25/2029	025816ED7	95,000.00	A-	A2	4/22/2025	4/25/2025	95,000.00	4.73	823.98	95,000.00	95,244.72
AMERICAN EXPRESS CO (CALLABLE) DTD 04/25/2025 4.731% 04/25/2029	025816ED7	130,000.00	A-	A2	4/21/2025	4/25/2025	130,000.00	4.73	1,127.56	130,000.00	130,334.88
HOME DEPOT INC (CALLABLE) DTD 06/25/2024 4.750% 06/25/2029	437076DC3	60,000.00	A	A2	6/17/2024	6/25/2024	59,613.00	4.90	47.50	59,757.94	60,593.82
HOME DEPOT INC (CALLABLE) DTD 06/25/2024 4.750% 06/25/2029	437076DC3	115,000.00	A	A2	6/18/2024	6/25/2024	114,368.65	4.88	91.04	114,605.35	116,138.16
AMERICAN HONDA FINANCE DTD 09/05/2024 4.400% 09/05/2029	02665WFQ9	200,000.00	BBB+	A3	9/3/2024	9/5/2024	199,760.00	4.43	2,835.56	199,841.61	197,897.00
HERSHEY COMPANY (CALLABLE) DTD 02/24/2025 4.750% 02/24/2030	427866BL1	105,000.00	A	A1	2/19/2025	2/24/2025	104,815.20	4.79	1,759.48	104,861.01	105,936.18
HERSHEY COMPANY (CALLABLE) DTD 02/24/2025 4.750% 02/24/2030	427866BL1	95,000.00	A	A1	2/20/2025	2/24/2025	94,979.10	4.75	1,591.91	94,984.58	95,847.02
STATE STREET CORP (CALLABLE) DTD 02/28/2025 4.729% 02/28/2030	857477CW1	425,000.00	A	Aa3	2/25/2025	2/28/2025	425,000.00	4.73	6,866.90	425,000.00	427,963.53
MARS INC (CALLABLE) DTD 03/12/2025 4.800% 03/01/2030	571676AY1	55,000.00	A	A2	3/5/2025	3/12/2025	54,940.60	4.83	880.00	54,954.86	55,163.85
PACCAR FINANCIAL CORP DTD 05/08/2025 4.550% 05/08/2030	69371RT71	225,000.00	A+	A1	5/5/2025	5/8/2025	224,651.25	4.59	1,507.19	224,724.83	226,426.95
ANALOG DEVICES INC (CALLABLE) DTD 06/16/2025 4.500% 06/15/2030	032654BE4	225,000.00	A	A2	6/12/2025	6/16/2025	224,802.00	4.52	450.00	224,840.29	224,451.68
NOVARTIS CAPITAL CORP (CALLABLE) DTD 11/05/2025 4.100% 11/05/2030	66989HAY4	580,000.00	AA-	Aa3	11/3/2025	11/5/2025	578,260.00	4.17	3,699.11	578,470.59	569,824.48
SHELL FINANCE US INC (CALLABLE) DTD 11/06/2025 4.125% 11/06/2030	822905AN5	495,000.00	A+	Aa2	11/4/2025	11/6/2025	494,049.60	4.17	3,119.53	494,163.76	486,055.35

Security Type/Description Dated Date/Coupon/Maturity	CUSIP	Par	S&P Rating	Moody's Rating	Trade Date	Settle Date	Original Cost	YTM at Cost	Accrued Interest	Amortized Cost	Market Value
Corporate											
SHELL FINANCE US INC (CALLABLE) DTD 11/06/2025 4.125% 11/06/2030	822905AN5	145,000.00	A+	Aa2	11/3/2025	11/6/2025	144,443.20	4.21	913.80	144,510.00	142,379.85
PFIZER INC (CALLABLE) DTD 11/21/2025 4.200% 11/15/2030	717081FD0	60,000.00	A	A2	11/19/2025	11/21/2025	60,037.80	4.19	322.00	60,033.60	59,227.80
PFIZER INC (CALLABLE) DTD 11/21/2025 4.200% 11/15/2030	717081FD0	265,000.00	A	A2	11/18/2025	11/21/2025	264,790.65	4.22	1,422.17	264,814.53	261,589.45
NORTHERN TRUST CORP DTD 11/19/2025 4.150% 11/19/2030	665859AY0	380,000.00	A+	A2	11/13/2025	11/19/2025	379,540.20	4.18	1,839.83	379,592.98	374,508.62
NORTHERN TRUST CORP DTD 11/19/2025 4.150% 11/19/2030	665859AY0	95,000.00	A+	A2	11/12/2025	11/19/2025	94,953.45	4.16	459.96	94,958.91	93,627.16
AMAZON.COM INC (CALLABLE) DTD 11/20/2025 4.100% 11/20/2030	023135CT1	625,000.00	AA	A1	11/17/2025	11/20/2025	624,331.25	4.12	2,918.40	624,406.34	614,250.63
NATIONAL RURAL UTIL COOP (CALLABLE) DTD 12/10/2025 4.300% 12/10/2030	63743HGC0	155,000.00	NR	A2	12/1/2025	12/10/2025	154,854.30	4.32	388.79	154,869.12	152,894.79
NATIONAL RURAL UTIL COOP (CALLABLE) DTD 12/10/2025 4.300% 12/10/2030	63743HGC0	170,000.00	NR	A2	12/2/2025	12/10/2025	170,068.00	4.29	426.42	170,061.57	167,691.06
TOTALENERGI CAP USA LLC (CALLABLE) DTD 01/13/2026 4.248% 01/13/2031	89158TAA7	135,000.00	A+	Aa3	1/6/2026	1/13/2026	135,000.00	4.25	2,676.24	135,000.00	132,725.25
TOTALENERGI CAP USA LLC (CALLABLE) DTD 01/13/2026 4.248% 01/13/2031	89158TAA7	190,000.00	A+	Aa3	1/7/2026	1/13/2026	190,347.70	4.21	3,766.56	190,317.77	186,798.50
NVIDIA CORP (CALLABLE) DTD 06/18/2026 4.500% 06/15/2031	67066GAR5	240,000.00	AA	Aa1	6/15/2026	6/18/2026	239,544.00	4.54	390.00	239,547.72	239,150.40
Security Type Sub-Total		**8,515,000.00**					**8,500,021.25**	**4.26**	**79,760.23**	**8,507,705.11**	**8,477,815.26**
Agency MBS Pass Through											
FN CA1971 DTD 06/01/2018 3.500% 06/01/2033	3140Q9FM0	70,274.17	AA+	Aa1	1/14/2022	1/18/2022	74,150.23	2.93	204.97	72,641.05	68,450.84
FN CA3902 DTD 07/01/2019 3.000% 07/01/2034	3140QBKQ0	56,378.23	AA+	Aa1	10/17/2019	10/18/2019	57,963.87	2.77	140.95	57,244.26	54,084.54

Security Type/Description Dated Date/Coupon/Maturity	CUSIP	Par	S&P Rating	Moody's Rating	Trade Date	Settle Date	Original Cost	YTM at Cost	Accrued Interest	Amortized Cost	Market Value
Agency MBS Pass Through											
FN FM8925 DTD 09/01/2021 4.000% 08/01/2034	3140XC4K1	81,603.07	AA+	Aa1	11/10/2021	11/16/2021	88,488.33	3.20	272.01	85,995.62	80,431.49
FN CA4328 DTD 09/01/2019 3.000% 10/01/2034	3140QBY28	77,323.39	AA+	Aa1	11/5/2019	11/18/2019	79,461.86	2.77	193.31	78,514.12	73,890.69
FN CA4721 DTD 11/01/2019 3.500% 11/01/2034	3140QCG75	77,449.16	AA+	Aa1	11/13/2019	11/18/2019	80,668.14	3.15	225.89	79,249.46	75,091.92
FR RC1222 DTD 12/01/2019 3.500% 12/01/2034	3133L7LB1	66,898.33	AA+	Aa1	10/8/2021	10/19/2021	71,915.71	2.82	195.12	70,126.96	64,842.01
FN FM3701 DTD 06/01/2020 2.500% 07/01/2035	3140X7DF3	71,407.17	AA+	Aa1	7/27/2020	7/29/2020	75,591.19	2.04	148.76	73,938.06	66,862.39
FN FS2262 DTD 06/01/2022 4.000% 06/01/2037	3140XHQQ3	108,561.09	AA+	Aa1	6/27/2022	6/30/2022	109,935.07	3.89	361.87	109,568.08	105,883.65
FN FS3775 DTD 01/01/2023 5.000% 01/01/2038	3140XKFR6	130,825.93	AA+	Aa1	8/25/2023	8/30/2023	129,619.87	5.09	545.11	129,857.36	132,737.82
FR SB1478 DTD 03/01/2025 5.000% 02/01/2040	3132CXUB6	244,258.84	AA+	Aa1	4/9/2025	4/10/2025	245,365.64	4.96	1,017.75	245,302.43	246,449.35
FN FM8848 DTD 09/01/2021 2.500% 09/01/2041	3140XCZN1	128,199.88	AA+	Aa1	9/23/2021	9/27/2021	135,371.06	2.15	267.08	133,663.44	114,267.24
FN FM0008 DTD 08/01/2019 3.500% 08/01/2049	3140X3AJ7	58,519.67	AA+	Aa1	11/5/2019	11/13/2019	60,668.43	3.31	170.68	60,189.86	53,662.48
FN FM8084 DTD 07/01/2021 3.500% 06/01/2051	3140XB6W5	102,107.32	AA+	Aa1	7/22/2021	7/26/2021	111,727.74	3.02	297.81	110,142.06	94,069.63
FN FM8086 DTD 07/01/2021 3.500% 07/01/2051	3140XB6Y1	110,914.04	AA+	Aa1	10/15/2021	10/25/2021	119,665.85	3.09	323.50	118,288.11	101,373.77
FN FS0247 DTD 01/01/2022 3.500% 01/01/2052	3140XFHZ7	118,637.66	AA+	Aa1	1/20/2022	1/25/2022	124,995.89	3.22	346.03	124,056.29	108,481.32
FN BW0729 DTD 06/01/2022 5.000% 07/01/2052	3140MRY35	139,200.92	AA+	Aa1	7/8/2022	7/14/2022	142,854.94	4.83	580.00	142,372.63	138,098.87
Security Type Sub-Total		**1,642,558.87**					**1,708,443.82**	**3.62**	**5,290.84**	**1,691,149.79**	**1,578,678.01**
Agency CMO											
FNR 2013-19 GE DTD 02/01/2013 2.500% 03/01/2033	3136ACQB0	95,849.60	AA+	Aa1	10/25/2019	10/30/2019	96,897.95	2.40	199.69	96,376.27	90,535.12

Security Type/Description Dated Date/Coupon/Maturity	CUSIP	Par	S&P Rating	Moody's Rating	Trade Date	Settle Date	Original Cost	YTM at Cost	Accrued Interest	Amortized Cost	Market Value
Agency CMO											
FNR 2010-35 DL DTD 03/01/2010 6.000% 04/01/2040	31398PLM9	145,895.32	AA+	Aa1	8/17/2023	8/22/2023	149,588.30	5.76	729.48	148,955.26	151,858.50
FHR 5000 LB DTD 07/01/2020 1.250% 07/01/2046	3137FVG22	72,395.50	AA+	Aa1	8/7/2020	8/12/2020	73,820.78	1.16	75.41	73,497.52	60,267.87
FHR 4714 PA DTD 08/01/2017 3.000% 11/01/2046	3137F2ME3	57,534.72	AA+	Aa1	10/18/2019	10/23/2019	59,224.81	2.84	143.84	58,807.06	53,733.63
FNR 2019-42 KC DTD 07/01/2019 2.500% 07/01/2049	3136B5WR2	107,382.85	AA+	Aa1	9/25/2019	9/30/2019	108,515.40	2.45	223.71	108,258.93	94,367.08
Security Type Sub-Total		**479,057.98**					**488,047.24**	**3.43**	**1,372.13**	**485,895.04**	**450,762.20**
Agency CMBS											
FHMS KJ40 A1 DTD 07/01/2022 3.400% 06/01/2028	3137H8B42	53,215.56	AA+	Aa1	7/7/2022	7/14/2022	53,214.90	3.40	150.78	53,215.34	52,643.75
FHMS K505 A2 DTD 07/01/2023 4.819% 06/01/2028	3137HACX2	200,000.00	AA+	Aa1	7/13/2023	7/20/2023	201,997.60	4.59	803.17	200,803.54	200,894.20
FHMS KJ46 A1 DTD 07/01/2023 4.777% 06/01/2028	3137HAD45	170,639.84	AA+	Aa1	7/19/2023	7/27/2023	170,635.56	4.78	679.29	170,638.11	171,002.97
FHMS K508 A2 DTD 10/01/2023 4.740% 08/01/2028	3137HAQ74	225,000.00	AA+	Aa1	10/11/2023	10/19/2023	220,064.40	5.25	888.75	222,647.01	225,877.73
FHMS K506 A2 DTD 09/01/2023 4.650% 08/01/2028	3137HAMH6	200,000.00	AA+	Aa1	9/7/2023	9/14/2023	197,041.40	4.99	775.00	198,618.51	200,383.40
FHMS K509 A2 DTD 10/01/2023 4.850% 09/01/2028	3137HAST4	170,000.00	AA+	Aa1	10/25/2023	10/31/2023	164,579.89	5.60	687.08	167,294.51	170,948.09
FHMS K507 A2 DTD 09/01/2023 4.800% 09/01/2028	3137HAMS2	225,000.00	AA+	Aa1	9/20/2023	9/28/2023	222,310.58	5.07	900.00	223,687.93	226,168.65
FHMS K511 A2 DTD 12/01/2023 4.860% 10/01/2028	3137HB3G7	125,000.00	AA+	Aa1	11/28/2023	12/7/2023	124,640.88	4.93	506.25	124,818.23	125,863.75
FHMS K510 A2 DTD 11/01/2023 5.069% 10/01/2028	3137HB3D4	80,000.00	AA+	Aa1	11/14/2023	11/21/2023	79,768.72	5.14	337.93	79,883.60	80,854.32
FHMS KJ41 A1 DTD 08/01/2022 3.137% 01/01/2029	3137H8H79	133,521.14	AA+	Aa1	7/28/2022	8/4/2022	133,519.52	3.14	349.05	133,520.50	130,202.87
FHMS K099 A1 DTD 10/01/2019 2.258% 06/01/2029	3137FPJF3	106,016.72	AA+	Aa1	10/23/2019	10/30/2019	106,542.24	2.20	199.49	106,179.14	102,747.16

Security Type/Description Dated Date/Coupon/Maturity	CUSIP	Par	S&P Rating	Moody's Rating	Trade Date	Settle Date	Original Cost	YTM at Cost	Accrued Interest	Amortized Cost	Market Value
Agency CMBS											
FHMS KJ42 A1 DTD 09/01/2022 3.902% 07/01/2029	3137H92N8	68,198.77	AA+	Aa1	9/8/2022	9/15/2022	68,196.15	3.90	221.76	68,197.60	67,524.49
FHMS K753 A2 DTD 11/01/2023 4.400% 10/01/2030	3137HB2L7	155,000.00	AA+	Aa1	11/1/2023	11/9/2023	144,870.29	5.53	568.33	148,258.97	154,400.15
FHMS K551 A2 DTD 12/01/2025 4.165% 11/01/2030	3137HNWV6	225,000.00	AA+	Aa1	11/25/2025	12/5/2025	226,985.62	3.97	780.94	226,777.49	221,999.85
FHMS K552 A2 DTD 12/01/2025 4.092% 11/01/2030	3137HPEX7	195,000.00	AA+	Aa1	12/16/2025	12/23/2025	194,992.98	4.09	664.95	194,993.71	191,856.79
FNA 2026-M11 2A2 DTD 05/01/2026 4.250% 05/01/2031	3136G5V64	250,000.00	AA+	Aa1	6/26/2026	6/29/2026	246,953.13	4.53	885.42	246,910.02	246,508.75
FHMS K141 A1 DTD 04/01/2022 2.550% 05/01/2031	3137H6S63	133,535.85	AA+	Aa1	4/5/2022	4/14/2022	129,837.04	2.90	283.76	131,547.22	126,242.25
FHMS K147 A1 DTD 07/01/2022 3.390% 02/01/2032	3137H8BH3	139,047.83	AA+	Aa1	7/12/2022	7/22/2022	137,916.81	3.49	392.81	138,381.60	133,966.04
FHMS K-159 A1 DTD 09/01/2023 4.600% 12/01/2032	3137HAMA1	188,749.47	AA+	Aa1	9/6/2023	9/15/2023	183,451.46	4.98	723.54	184,796.42	189,336.67
Security Type Sub-Total		**3,042,925.17**					**3,007,519.17**	**4.49**	**10,798.30**	**3,021,169.45**	**3,019,421.88**
Managed Account Sub Total		**36,399,542.02**					**35,538,436.18**	**3.99**	**258,359.22**	**35,638,319.88**	**35,243,392.86**
Securities Sub Total		**$36,399,542.02**					**$35,538,436.18**	**3.99%**	**$258,359.22**	**$35,638,319.88**	**$35,243,392.86**
Accrued Interest											**$258,359.22**
Total Investments											**$35,501,752.08**

Quarterly Portfolio Transactions

Trade Date	Settle Date	Par ($)	CUSIP	Security Description	Coupon	Maturity Date	Transact Amount ($)	Yield at Market	Realized G/L (BV)
BUY									
4/1/2026	4/7/2026	600,000.00	91282CDY4	US TREASURY N/B	1.87%	2/15/2032	533,522.44	4.07%	
5/1/2026	5/6/2026	600,000.00	91282CDY4	US TREASURY N/B	1.87%	2/15/2032	533,884.63	4.12%	
6/2/2026	6/4/2026	875,000.00	91282CDY4	US TREASURY N/B	1.87%	2/15/2032	777,400.94	4.21%	
6/15/2026	6/18/2026	240,000.00	67066GAR5	NVIDIA CORP (CALLABLE)	4.50%	6/15/2031	239,544.00	4.54%	
6/26/2026	6/29/2026	250,000.00	3136G5V64	FNA 2026-M11 2A2	4.25%	5/1/2031	247,779.52	4.53%	
6/29/2026	6/30/2026	175,000.00	91282CJZ5	US TREASURY N/B	4.00%	2/15/2034	174,315.58	4.29%	
Total BUY		**2,740,000.00**					**2,506,447.11**		**0.00**
INTEREST									
4/1/2026	4/1/2026		MONEY0002	MONEY MARKET FUND	0.00%		729.05		
4/1/2026	4/15/2026		3137F2ME3	FHR 4714 PA	3.00%	11/1/2046	149.77		
4/1/2026	4/25/2026		3137HAST4	FHMS K509 A2	4.85%	9/1/2028	687.08		
4/1/2026	4/25/2026		3137FVG22	FHR 5000 LB	1.25%	7/1/2046	78.71		
4/1/2026	4/25/2026		3132CXUB6	FR SB1478	5.00%	2/1/2040	1,070.99		
4/1/2026	4/25/2026		3140XFHZ7	FN FS0247	3.50%	1/1/2052	351.46		
4/1/2026	4/25/2026		3133L7LB1	FR RC1222	3.50%	12/1/2034	211.26		
4/1/2026	4/25/2026		3137H8H79	FHMS KJ41 A1	3.13%	1/1/2029	350.95		
4/1/2026	4/25/2026		3137FQXH1	FHMS K737 A1	2.11%	6/1/2026	3.73		

Quarterly Portfolio Transactions

Trade Date	Settle Date	Par ($)	CUSIP	Security Description	Coupon	Maturity Date	Transact Amount ($)	Yield at Market	Realized G/L (BV)
INTEREST									
4/1/2026	4/25/2026		3140QCG75	FN CA4721	3.50%	11/1/2034	236.54		
4/1/2026	4/25/2026		3137HAD45	FHMS KJ46 A1	4.77%	6/1/2028	697.46		
4/1/2026	4/25/2026		3140XKFR6	FN FS3775	5.00%	1/1/2038	580.81		
4/1/2026	4/25/2026		3140QBY28	FN CA4328	3.00%	10/1/2034	206.45		
4/1/2026	4/25/2026		3137H8BH3	FHMS K147 A1	3.39%	2/1/2032	396.06		
4/1/2026	4/25/2026		3137H8B42	FHMS KJ40 A1	3.40%	6/1/2028	154.54		
4/1/2026	4/25/2026		3137H92N8	FHMS KJ42 A1	3.90%	7/1/2029	258.64		
4/1/2026	4/25/2026		3137HAQ74	FHMS K508 A2	4.74%	8/1/2028	888.75		
4/1/2026	4/25/2026		3140XB6W5	FN FM8084	3.50%	6/1/2051	301.56		
4/1/2026	4/25/2026		3140QBKQ0	FN CA3902	3.00%	7/1/2034	145.92		
4/1/2026	4/25/2026		3137HNWV6	FHMS K551 A2	4.16%	11/1/2030	780.94		
4/1/2026	4/25/2026		31398PLM9	FNR 2010-35 DL	6.00%	4/1/2040	754.08		
4/1/2026	4/25/2026		3137FPJF3	FHMS K099 A1	2.25%	6/1/2029	214.56		
4/1/2026	4/25/2026		3140XHQQ3	FN FS2262	4.00%	6/1/2037	378.17		
4/1/2026	4/25/2026		3140X7DF3	FN FM3701	2.50%	7/1/2035	155.79		
4/1/2026	4/25/2026		3137H6S63	FHMS K141 A1	2.55%	5/1/2031	286.46		
4/1/2026	4/25/2026		3137HAMS2	FHMS K507 A2	4.80%	9/1/2028	900.00		

Quarterly Portfolio Transactions

Trade Date	Settle Date	Par ($)	CUSIP	Security Description	Coupon	Maturity Date	Transact Amount ($)	Yield at Market	Realized G/L (BV)
INTEREST									
4/1/2026	4/25/2026		3137HB2L7	FHMS K753 A2	4.40%	10/1/2030	568.33		
4/1/2026	4/25/2026		3137HAMA1	FHMS K-159 A1	4.60%	12/1/2032	728.63		
4/1/2026	4/25/2026		3140MRY35	FN BW0729	5.00%	7/1/2052	598.26		
4/1/2026	4/25/2026		3137HPEX7	FHMS K552 A2	4.09%	11/1/2030	664.95		
4/1/2026	4/25/2026		3140XCZN1	FN FM8848	2.50%	9/1/2041	275.35		
4/1/2026	4/25/2026		3140Q9FM0	FN CA1971	3.50%	6/1/2033	216.59		
4/1/2026	4/25/2026		3137HAMH6	FHMS K506 A2	4.65%	8/1/2028	775.00		
4/1/2026	4/25/2026		3140XB6Y1	FN FM8086	3.50%	7/1/2051	338.81		
4/1/2026	4/25/2026		3136B5WR2	FNR 2019-42 KC	2.50%	7/1/2049	229.96		
4/1/2026	4/25/2026		3136ACQB0	FNR 2013-19 GE	2.50%	3/1/2033	214.74		
4/1/2026	4/25/2026		3137HB3G7	FHMS K511 A2	4.86%	10/1/2028	506.25		
4/1/2026	4/25/2026		3137HACX2	FHMS K505 A2	4.81%	6/1/2028	803.17		
4/1/2026	4/25/2026		3140X3AJ7	FN FM0008	3.50%	8/1/2049	176.41		
4/1/2026	4/25/2026		3137HB3D4	FHMS K510 A2	5.06%	10/1/2028	337.93		
4/1/2026	4/25/2026		3140XC4K1	FN FM8925	4.00%	8/1/2034	290.69		
4/4/2026	4/4/2026		00724PAF6	ADOBE INC (CALLABLE)	4.80%	4/4/2029	4,200.00		
4/8/2026	4/8/2026		3135G05Y5	FANNIE MAE	0.75%	10/8/2027	1,312.50		

Quarterly Portfolio Transactions

Trade Date	Settle Date	Par ($)	CUSIP	Security Description	Coupon	Maturity Date	Transact Amount ($)	Yield at Market	Realized G/L (BV)
INTEREST									
4/23/2026	4/23/2026		95000U3T8	WELLS FARGO & COMPANY (CALLABLE)	4.97%	4/23/2029	5,591.25		
4/25/2026	4/25/2026		025816ED7	AMERICAN EXPRESS CO (CALLABLE)	4.73%	4/25/2029	5,322.38		
4/30/2026	4/30/2026		91282CFT3	US TREASURY N/B	4.00%	10/31/2029	63,500.00		
5/1/2026	5/1/2026		MONEY0002	MONEY MARKET FUND	0.00%		477.35		
5/1/2026	5/25/2026		3140QCG75	FN CA4721	3.50%	11/1/2034	233.81		
5/1/2026	5/25/2026		3140XB6Y1	FN FM8086	3.50%	7/1/2051	335.61		
5/1/2026	5/25/2026		3137HB3G7	FHMS K511 A2	4.86%	10/1/2028	506.25		
5/1/2026	5/25/2026		3137HAMA1	FHMS K-159 A1	4.60%	12/1/2032	727.02		
5/1/2026	5/25/2026		3140QBY28	FN CA4328	3.00%	10/1/2034	204.09		
5/1/2026	5/25/2026		3140Q9FM0	FN CA1971	3.50%	6/1/2033	210.49		
5/1/2026	5/25/2026		3137HAST4	FHMS K509 A2	4.85%	9/1/2028	687.08		
5/1/2026	5/25/2026		3137H8H79	FHMS KJ41 A1	3.13%	1/1/2029	350.35		
5/1/2026	5/25/2026		3140XHQQ3	FN FS2262	4.00%	6/1/2037	374.05		
5/1/2026	5/25/2026		3137FPJF3	FHMS K099 A1	2.25%	6/1/2029	209.66		
5/1/2026	5/25/2026		3137HB2L7	FHMS K753 A2	4.40%	10/1/2030	568.33		
5/1/2026	5/25/2026		3132CXUB6	FR SB1478	5.00%	2/1/2040	1,057.55		
5/1/2026	5/25/2026		3140XCZN1	FN FM8848	2.50%	9/1/2041	272.30		

Quarterly Portfolio Transactions

Trade Date	Settle Date	Par ($)	CUSIP	Security Description	Coupon	Maturity Date	Transact Amount ($)	Yield at Market	Realized G/L (BV)
INTEREST									
5/1/2026	5/25/2026		3140XFHZ7	FN FS0247	3.50%	1/1/2052	350.79		
5/1/2026	5/25/2026		3137HAMH6	FHMS K506 A2	4.65%	8/1/2028	775.00		
5/1/2026	5/25/2026		3136B5WR2	FNR 2019-42 KC	2.50%	7/1/2049	228.09		
5/1/2026	5/25/2026		3137HAD45	FHMS KJ46 A1	4.77%	6/1/2028	696.63		
5/1/2026	5/25/2026		3140QBKQ0	FN CA3902	3.00%	7/1/2034	144.29		
5/1/2026	5/25/2026		3133L7LB1	FR RC1222	3.50%	12/1/2034	209.10		
5/1/2026	5/25/2026		3140XB6W5	FN FM8084	3.50%	6/1/2051	299.24		
5/1/2026	5/25/2026		3140X3AJ7	FN FM0008	3.50%	8/1/2049	176.03		
5/1/2026	5/25/2026		31398PLM9	FNR 2010-35 DL	6.00%	4/1/2040	745.22		
5/1/2026	5/25/2026		3137HB3D4	FHMS K510 A2	5.06%	10/1/2028	337.93		
5/1/2026	5/25/2026		3137FVG22	FHR 5000 LB	1.25%	7/1/2046	77.53		
5/1/2026	5/25/2026		3137FQXH1	FHMS K737 A1	2.11%	6/1/2026	0.46		
5/1/2026	5/25/2026		3137H8B42	FHMS KJ40 A1	3.40%	6/1/2028	153.34		
5/1/2026	5/25/2026		3137HAQ74	FHMS K508 A2	4.74%	8/1/2028	888.75		
5/1/2026	5/25/2026		3140XKFR6	FN FS3775	5.00%	1/1/2038	569.75		
5/1/2026	5/25/2026		3137H92N8	FHMS KJ42 A1	3.90%	7/1/2029	223.53		
5/1/2026	5/25/2026		3137HNWV6	FHMS K551 A2	4.16%	11/1/2030	780.94		

Quarterly Portfolio Transactions

Trade Date	Settle Date	Par ($)	CUSIP	Security Description	Coupon	Maturity Date	Transact Amount ($)	Yield at Market	Realized G/L (BV)
INTEREST									
5/1/2026	5/25/2026		3137H6S63	FHMS K141 A1	2.55%	5/1/2031	285.58		
5/1/2026	5/25/2026		3140MRY35	FN BW0729	5.00%	7/1/2052	589.96		
5/1/2026	5/25/2026		3140XC4K1	FN FM8925	4.00%	8/1/2034	287.31		
5/1/2026	5/25/2026		3137HAMS2	FHMS K507 A2	4.80%	9/1/2028	900.00		
5/1/2026	5/25/2026		3140X7DF3	FN FM3701	2.50%	7/1/2035	154.16		
5/1/2026	5/25/2026		3137HACX2	FHMS K505 A2	4.81%	6/1/2028	803.17		
5/1/2026	5/25/2026		3137H8BH3	FHMS K147 A1	3.39%	2/1/2032	395.00		
5/1/2026	5/25/2026		3136ACQB0	FNR 2013-19 GE	2.50%	3/1/2033	209.92		
5/1/2026	5/25/2026		3137HPEX7	FHMS K552 A2	4.09%	11/1/2030	664.95		
5/1/2026	5/15/2026		3137F2ME3	FHR 4714 PA	3.00%	11/1/2046	147.93		
5/5/2026	5/5/2026		66989HAY4	NOVARTIS CAPITAL CORP (CALLABLE)	4.10%	11/5/2030	11,890.00		
5/6/2026	5/6/2026		822905AN5	SHELL FINANCE US INC (CALLABLE)	4.12%	11/6/2030	13,200.00		
5/8/2026	5/8/2026		69371RT71	PACCAR FINANCIAL CORP	4.55%	5/8/2030	5,118.75		
5/10/2026	5/10/2026		665859AW4	NORTHERN TRUST CORP (CALLABLE)	4.00%	5/10/2027	3,000.00		
5/15/2026	5/15/2026		9128284N7	US TREASURY N/B	2.87%	5/15/2028	6,109.38		
5/15/2026	5/15/2026		717081FD0	PFIZER INC (CALLABLE)	4.20%	11/15/2030	6,597.50		
5/15/2026	5/15/2026		31359MFP3	FANNIE MAE	7.25%	5/15/2030	21,750.00		

Quarterly Portfolio Transactions

Trade Date	Settle Date	Par ($)	CUSIP	Security Description	Coupon	Maturity Date	Transact Amount ($)	Yield at Market	Realized G/L (BV)
INTEREST									
5/15/2026	5/15/2026		91282CDJ7	US TREASURY N/B	1.37%	11/15/2031	20,453.13		
5/15/2026	5/15/2026		91324PEC2	UNITEDHEALTH GROUP INC (CALLABLE)	1.15%	5/15/2026	718.75		
5/19/2026	5/19/2026		665859AY0	NORTHERN TRUST CORP	4.15%	11/19/2030	9,856.25		
5/20/2026	5/20/2026		023135CT1	AMAZON.COM INC (CALLABLE)	4.10%	11/20/2030	12,812.50		
5/28/2026	5/28/2026		04636NAA1	ASTRAZENECA FINANCE LLC (CALLABLE)	1.20%	5/28/2026	750.00		
5/31/2026	5/31/2026		91282CKU4	US TREASURY N/B	4.62%	5/31/2031	60,703.13		
6/1/2026	6/1/2026		MONEY0002	MONEY MARKET FUND	0.00%		856.92		
6/1/2026	6/15/2026		3137F2ME3	FHR 4714 PA	3.00%	11/1/2046	145.74		
6/1/2026	6/25/2026		3137HB2L7	FHMS K753 A2	4.40%	10/1/2030	568.33		
6/1/2026	6/25/2026		3137H6S63	FHMS K141 A1	2.55%	5/1/2031	284.65		
6/1/2026	6/25/2026		3137H92N8	FHMS KJ42 A1	3.90%	7/1/2029	222.58		
6/1/2026	6/25/2026		3140QCG75	FN CA4721	3.50%	11/1/2034	228.39		
6/1/2026	6/25/2026		3140XKFR6	FN FS3775	5.00%	1/1/2038	560.30		
6/1/2026	6/25/2026		3137H8H79	FHMS KJ41 A1	3.13%	1/1/2029	349.65		
6/1/2026	6/25/2026		3137HAQ74	FHMS K508 A2	4.74%	8/1/2028	888.75		
6/1/2026	6/25/2026		3132CXUB6	FR SB1478	5.00%	2/1/2040	1,045.38		
6/1/2026	6/25/2026		3137H8BH3	FHMS K147 A1	3.39%	2/1/2032	393.87		

Quarterly Portfolio Transactions

Trade Date	Settle Date	Par ($)	CUSIP	Security Description	Coupon	Maturity Date	Transact Amount ($)	Yield at Market	Realized G/L (BV)
INTEREST									
6/1/2026	6/25/2026		3140QBKQ0	FN CA3902	3.00%	7/1/2034	142.68		
6/1/2026	6/25/2026		3137HB3G7	FHMS K511 A2	4.86%	10/1/2028	506.25		
6/1/2026	6/25/2026		3137HB3D4	FHMS K510 A2	5.06%	10/1/2028	337.93		
6/1/2026	6/25/2026		3136ACQB0	FNR 2013-19 GE	2.50%	3/1/2033	204.90		
6/1/2026	6/25/2026		3136B5WR2	FNR 2019-42 KC	2.50%	7/1/2049	226.41		
6/1/2026	6/25/2026		3137HAD45	FHMS KJ46 A1	4.77%	6/1/2028	771.89		
6/1/2026	6/25/2026		3140X7DF3	FN FM3701	2.50%	7/1/2035	151.33		
6/1/2026	6/25/2026		3140XHQQ3	FN FS2262	4.00%	6/1/2037	366.51		
6/1/2026	6/25/2026		3137HNWV6	FHMS K551 A2	4.16%	11/1/2030	780.94		
6/1/2026	6/25/2026		3133L7LB1	FR RC1222	3.50%	12/1/2034	197.32		
6/1/2026	6/25/2026		3140XB6Y1	FN FM8086	3.50%	7/1/2051	324.22		
6/1/2026	6/25/2026		3137HACX2	FHMS K505 A2	4.81%	6/1/2028	803.17		
6/1/2026	6/25/2026		3140MRY35	FN BW0729	5.00%	7/1/2052	581.07		
6/1/2026	6/25/2026		3140XC4K1	FN FM8925	4.00%	8/1/2034	283.88		
6/1/2026	6/25/2026		3137FVG22	FHR 5000 LB	1.25%	7/1/2046	76.31		
6/1/2026	6/25/2026		3140XB6W5	FN FM8084	3.50%	6/1/2051	298.51		
6/1/2026	6/25/2026		3140XFHZ7	FN FS0247	3.50%	1/1/2052	350.14		

Quarterly Portfolio Transactions

Trade Date	Settle Date	Par ($)	CUSIP	Security Description	Coupon	Maturity Date	Transact Amount ($)	Yield at Market	Realized G/L (BV)
INTEREST									
6/1/2026	6/25/2026		3137H8B42	FHMS KJ40 A1	3.40%	6/1/2028	151.99		
6/1/2026	6/25/2026		3140X3AJ7	FN FM0008	3.50%	8/1/2049	175.66		
6/1/2026	6/25/2026		3137HPEX7	FHMS K552 A2	4.09%	11/1/2030	664.95		
6/1/2026	6/25/2026		3140QBY28	FN CA4328	3.00%	10/1/2034	199.41		
6/1/2026	6/25/2026		3137FPJF3	FHMS K099 A1	2.25%	6/1/2029	204.42		
6/1/2026	6/25/2026		3137HAMS2	FHMS K507 A2	4.80%	9/1/2028	900.00		
6/1/2026	6/25/2026		3140Q9FM0	FN CA1971	3.50%	6/1/2033	207.73		
6/1/2026	6/25/2026		3137HAMH6	FHMS K506 A2	4.65%	8/1/2028	775.00		
6/1/2026	6/25/2026		31398PLM9	FNR 2010-35 DL	6.00%	4/1/2040	736.99		
6/1/2026	6/25/2026		3137HAST4	FHMS K509 A2	4.85%	9/1/2028	687.08		
6/1/2026	6/25/2026		3137HAMA1	FHMS K-159 A1	4.60%	12/1/2032	725.17		
6/1/2026	6/25/2026		3140XCZN1	FN FM8848	2.50%	9/1/2041	269.17		
6/9/2026	6/9/2026		63254ABE7	NATIONAL AUSTRALIA BK/NY	3.90%	6/9/2027	5,369.38		
6/10/2026	6/10/2026		63743HGC0	NATIONAL RURAL UTIL COOP (CALLABLE)	4.30%	12/10/2030	6,987.50		
6/15/2026	6/15/2026		032654BE4	ANALOG DEVICES INC (CALLABLE)	4.50%	6/15/2030	5,062.50		
6/25/2026	6/25/2026		437076DC3	HOME DEPOT INC (CALLABLE)	4.75%	6/25/2029	4,156.25		

Quarterly Portfolio Transactions

Trade Date	Settle Date	Par ($)	CUSIP	Security Description	Coupon	Maturity Date	Transact Amount ($)	Yield at Market	Realized G/L (BV)
INTEREST									
6/30/2026	6/30/2026		91282CBB6	US TREASURY N/B	0.62%	12/31/2027	2,421.88		
Total INTEREST		**0.00**					**329,531.96**		**0.00**
MATURITY									
5/15/2026	5/15/2026	125,000.00	91324PEC2	UNITEDHEALTH GROUP INC (CALLABLE)	1.15%	5/15/2026	125,000.00		
5/28/2026	5/28/2026	125,000.00	04636NAA1	ASTRAZENECA FINANCE LLC (CALLABLE)	1.20%	5/28/2026	125,000.00		
Total MATURITY		**250,000.00**					**250,000.00**		**0.00**
PAYDOWNS									
4/1/2026	4/15/2026	737.12	3137F2ME3	FHR 4714 PA	3.00%	11/1/2046	737.12		-16.50
4/1/2026	4/25/2026	5,409.72	3137H92N8	FHMS KJ42 A1	3.90%	7/1/2029	5,409.72		0.10
4/1/2026	4/25/2026	2,314.80	3136ACQB0	FNR 2013-19 GE	2.50%	3/1/2033	2,314.80		-13.19
4/1/2026	4/25/2026	651.95	3140QBKQ0	FN CA3902	3.00%	7/1/2034	651.95		-10.33
4/1/2026	4/25/2026	1,139.77	3137FVG22	FHR 5000 LB	1.25%	7/1/2046	1,139.77		-17.57
4/1/2026	4/25/2026	1,463.16	3140XCZN1	FN FM8848	2.50%	9/1/2041	1,463.16		-63.38
4/1/2026	4/25/2026	1,772.56	31398PLM9	FNR 2010-35 DL	6.00%	4/1/2040	1,772.56		-37.85
4/1/2026	4/25/2026	2,656.00	3140XKFR6	FN FS3775	5.00%	1/1/2038	2,656.00		20.09
4/1/2026	4/25/2026	413.97	3137H6S63	FHMS K141 A1	2.55%	5/1/2031	413.97		6.48
4/1/2026	4/25/2026	372.17	3137H8BH3	FHMS K147 A1	3.39%	2/1/2032	372.17		1.86

Quarterly Portfolio Transactions

Trade Date	Settle Date	Par ($)	CUSIP	Security Description	Coupon	Maturity Date	Transact Amount ($)	Yield at Market	Realized G/L (BV)
PAYDOWNS									
4/1/2026	4/25/2026	1,855.16	3137FQXH1	FHMS K737 A1	2.11%	6/1/2026	1,855.16		-0.34
4/1/2026	4/25/2026	1,990.69	3140MRY35	FN BW0729	5.00%	7/1/2052	1,990.69		-45.79
4/1/2026	4/25/2026	898.92	3136B5WR2	FNR 2019-42 KC	2.50%	7/1/2049	898.92		-7.41
4/1/2026	4/25/2026	794.40	3140XB6W5	FN FM8084	3.50%	6/1/2051	794.40		-63.14
4/1/2026	4/25/2026	129.48	3140X3AJ7	FN FM0008	3.50%	8/1/2049	129.48		-3.74
4/1/2026	4/25/2026	935.25	3140QCG75	FN CA4721	3.50%	11/1/2034	935.25		-22.39
4/1/2026	4/25/2026	1,097.49	3140XB6Y1	FN FM8086	3.50%	7/1/2051	1,097.49		-73.69
4/1/2026	4/25/2026	2,603.09	3137FPJF3	FHMS K099 A1	2.25%	6/1/2029	2,603.09		-4.32
4/1/2026	4/25/2026	739.89	3133L7LB1	FR RC1222	3.50%	12/1/2034	739.89		-36.76
4/1/2026	4/25/2026	2,091.49	3140Q9FM0	FN CA1971	3.50%	6/1/2033	2,091.49		-72.96
4/1/2026	4/25/2026	782.60	3140X7DF3	FN FM3701	2.50%	7/1/2035	782.60		-28.50
4/1/2026	4/25/2026	420.31	3137HAMA1	FHMS K-159 A1	4.60%	12/1/2032	420.31		9.09
4/1/2026	4/25/2026	422.69	3137H8B42	FHMS KJ40 A1	3.40%	6/1/2028	422.69		
4/1/2026	4/25/2026	229.10	3137H8H79	FHMS KJ41 A1	3.13%	1/1/2029	229.10		
4/1/2026	4/25/2026	229.49	3140XFHZ7	FN FS0247	3.50%	1/1/2052	229.49		-10.58
4/1/2026	4/25/2026	1,233.78	3140XHQQ3	FN FS2262	4.00%	6/1/2037	1,233.78		-11.70
4/1/2026	4/25/2026	1,015.13	3140XC4K1	FN FM8925	4.00%	8/1/2034	1,015.13		-56.32

Quarterly Portfolio Transactions

Trade Date	Settle Date	Par ($)	CUSIP	Security Description	Coupon	Maturity Date	Transact Amount ($)	Yield at Market	Realized G/L (BV)
PAYDOWNS									
4/1/2026	4/25/2026	207.90	3137HAD45	FHMS KJ46 A1	4.77%	6/1/2028	207.90		
4/1/2026	4/25/2026	944.18	3140QBY28	FN CA4328	3.00%	10/1/2034	944.18		-14.98
4/1/2026	4/25/2026	3,224.80	3132CXUB6	FR SB1478	5.00%	2/1/2040	3,224.80		-13.95
5/1/2026	5/15/2026	877.80	3137F2ME3	FHR 4714 PA	3.00%	11/1/2046	877.80		-19.57
5/1/2026	5/25/2026	2,266.10	3140XKFR6	FN FS3775	5.00%	1/1/2038	2,266.10		17.02
5/1/2026	5/25/2026	268.06	3137H8H79	FHMS KJ41 A1	3.13%	1/1/2029	268.06		
5/1/2026	5/25/2026	250.27	3140XB6W5	FN FM8084	3.50%	6/1/2051	250.27		-19.82
5/1/2026	5/25/2026	223.87	3140XFHZ7	FN FS0247	3.50%	1/1/2052	223.87		-10.29
5/1/2026	5/25/2026	1,029.91	3140XC4K1	FN FM8925	4.00%	8/1/2034	1,029.91		-56.57
5/1/2026	5/25/2026	259.45	3137FQXH1	FHMS K737 A1	2.11%	6/1/2026	259.47		-0.01
5/1/2026	5/25/2026	2,134.55	3140MRY35	FN BW0729	5.00%	7/1/2052	2,134.55		-48.95
5/1/2026	5/25/2026	1,646.04	31398PLM9	FNR 2010-35 DL	6.00%	4/1/2040	1,646.04		-34.94
5/1/2026	5/25/2026	251.18	3137HAD45	FHMS KJ46 A1	4.77%	6/1/2028	251.18		
5/1/2026	5/25/2026	1,361.31	3140X7DF3	FN FM3701	2.50%	7/1/2035	1,361.31		-49.14
5/1/2026	5/25/2026	1,504.59	3140XCZN1	FN FM8848	2.50%	9/1/2041	1,504.59		-64.82
5/1/2026	5/25/2026	293.58	3137H92N8	FHMS KJ42 A1	3.90%	7/1/2029	293.58		0.01
5/1/2026	5/25/2026	1,170.65	3137FVG22	FHR 5000 LB	1.25%	7/1/2046	1,170.65		-17.97

Quarterly Portfolio Transactions

Trade Date	Settle Date	Par ($)	CUSIP	Security Description	Coupon	Maturity Date	Transact Amount ($)	Yield at Market	Realized G/L (BV)
PAYDOWNS									
5/1/2026	5/25/2026	1,870.87	3140QBY28	FN CA4328	3.00%	10/1/2034	1,870.87		-29.39
5/1/2026	5/25/2026	1,857.56	3140QCG75	FN CA4721	3.50%	11/1/2034	1,857.56		-44.04
5/1/2026	5/25/2026	2,262.63	3140XHQQ3	FN FS2262	4.00%	6/1/2037	2,262.63		-21.31
5/1/2026	5/25/2026	3,904.92	3140XB6Y1	FN FM8086	3.50%	7/1/2051	3,904.92		-261.34
5/1/2026	5/25/2026	2,408.84	3136ACQB0	FNR 2013-19 GE	2.50%	3/1/2033	2,408.84		-13.56
5/1/2026	5/25/2026	2,784.47	3137FPJF3	FHMS K099 A1	2.25%	6/1/2029	2,784.47		-4.50
5/1/2026	5/25/2026	129.87	3140X3AJ7	FN FM0008	3.50%	8/1/2049	129.87		-3.73
5/1/2026	5/25/2026	643.58	3140QBKQ0	FN CA3902	3.00%	7/1/2034	643.58		-10.09
5/1/2026	5/25/2026	2,921.16	3132CXUB6	FR SB1478	5.00%	2/1/2040	2,921.16		-12.59
5/1/2026	5/25/2026	4,039.91	3133L7LB1	FR RC1222	3.50%	12/1/2034	4,039.91		-198.80
5/1/2026	5/25/2026	479.17	3137H8B42	FHMS KJ40 A1	3.40%	6/1/2028	479.17		
5/1/2026	5/25/2026	806.77	3136B5WR2	FNR 2019-42 KC	2.50%	7/1/2049	806.77		-6.63
5/1/2026	5/25/2026	401.91	3137H8BH3	FHMS K147 A1	3.39%	2/1/2032	401.91		1.98
5/1/2026	5/25/2026	482.67	3137HAMA1	FHMS K-159 A1	4.60%	12/1/2032	482.67		10.33
5/1/2026	5/25/2026	946.22	3140Q9FM0	FN CA1971	3.50%	6/1/2033	946.22		-32.63
5/1/2026	5/25/2026	439.05	3137H6S63	FHMS K141 A1	2.55%	5/1/2031	439.05		6.76
6/1/2026	6/25/2026	694.22	3140QBKQ0	FN CA3902	3.00%	7/1/2034	694.22		-10.77

Quarterly Portfolio Transactions

Trade Date	Settle Date	Par ($)	CUSIP	Security Description	Coupon	Maturity Date	Transact Amount ($)	Yield at Market	Realized G/L (BV)
PAYDOWNS									
6/1/2026	6/25/2026	250.75	3137H92N8	FHMS KJ42 A1	3.90%	7/1/2029	250.75		
6/1/2026	6/25/2026	2,441.56	3140QBY28	FN CA4328	3.00%	10/1/2034	2,441.56		-37.98
6/1/2026	6/25/2026	426.76	3137H8B42	FHMS KJ40 A1	3.40%	6/1/2028	426.76		
6/1/2026	6/25/2026	860.11	3137FVG22	FHR 5000 LB	1.25%	7/1/2046	860.11		-13.15
6/1/2026	6/25/2026	374.88	3137H8BH3	FHMS K147 A1	3.39%	2/1/2032	374.88		1.82
6/1/2026	6/25/2026	3,646.81	3140XKFR6	FN FS3775	5.00%	1/1/2038	3,646.81		27.19
6/1/2026	6/25/2026	2,620.87	3137FPJF3	FHMS K099 A1	2.25%	6/1/2029	2,620.87		-4.13
6/1/2026	6/25/2026	1,501.72	31398PLM9	FNR 2010-35 DL	6.00%	4/1/2040	1,501.72		-31.69
6/1/2026	6/25/2026	1,292.51	3136B5WR2	FNR 2019-42 KC	2.50%	7/1/2049	1,292.51		-10.58
6/1/2026	6/25/2026	1,229.29	3140X7DF3	FN FM3701	2.50%	7/1/2035	1,229.29		-43.97
6/1/2026	6/25/2026	240.44	3140XB6W5	FN FM8084	3.50%	6/1/2051	240.44		-18.98
6/1/2026	6/25/2026	3,559.70	3140XC4K1	FN FM8925	4.00%	8/1/2034	3,559.70		-193.57
6/1/2026	6/25/2026	1,392.41	3140XHQQ3	FN FS2262	4.00%	6/1/2037	1,392.41		-13.01
6/1/2026	6/25/2026	4,105.83	3137HAD45	FHMS KJ46 A1	4.77%	6/1/2028	4,105.83		0.04
6/1/2026	6/25/2026	246.83	3140XB6Y1	FN FM8086	3.50%	7/1/2051	246.83		-16.46
6/1/2026	6/25/2026	947.34	3140Q9FM0	FN CA1971	3.50%	6/1/2033	947.34		-32.29
6/1/2026	6/25/2026	752.92	3133L7LB1	FR RC1222	3.50%	12/1/2034	752.92		-36.69

Quarterly Portfolio Transactions

Trade Date	Settle Date	Par ($)	CUSIP	Security Description	Coupon	Maturity Date	Transact Amount ($)	Yield at Market	Realized G/L (BV)
PAYDOWNS									
6/1/2026	6/25/2026	6,632.92	3132CXUB6	FR SB1478	5.00%	2/1/2040	6,632.92		-28.46
6/1/2026	6/25/2026	416.43	3137H6S63	FHMS K141 A1	2.55%	5/1/2031	416.43		6.31
6/1/2026	6/25/2026	1,409.35	3140XFHZ7	FN FS0247	3.50%	1/1/2052	1,409.35		-64.58
6/1/2026	6/25/2026	2,503.44	3136ACQB0	FNR 2013-19 GE	2.50%	3/1/2033	2,503.44		-13.93
6/1/2026	6/25/2026	231.61	3137H8H79	FHMS KJ41 A1	3.13%	1/1/2029	231.61		
6/1/2026	6/25/2026	424.37	3137HAMA1	FHMS K-159 A1	4.60%	12/1/2032	424.37		8.98
6/1/2026	6/25/2026	857.46	3140QCG75	FN CA4721	3.50%	11/1/2034	857.46		-20.13
6/1/2026	6/25/2026	999.73	3140XCZN1	FN FM8848	2.50%	9/1/2041	999.73		-42.84
6/1/2026	6/25/2026	255.60	3140MRY35	FN BW0729	5.00%	7/1/2052	255.60		-5.84
6/1/2026	6/25/2026	1,705.20	3140X3AJ7	FN FM0008	3.50%	8/1/2049	1,705.20		-48.84
6/1/2026	6/15/2026	759.83	3137F2ME3	FHR 4714 PA	3.00%	11/1/2046	759.83		-16.87
Total PAYDOWNS		**121,474.91**					**121,474.93**		**-2,172.78**
SELL									
4/1/2026	4/7/2026	150,000.00	9128286S4	US TREASURY N/B	2.37%	4/30/2026	151,431.85		-269.28
6/15/2026	6/18/2026	225,000.00	912828Z78	US TREASURY N/B	1.50%	1/31/2027	223,061.01		-4,485.38
6/26/2026	6/29/2026	45,000.00	912828Z78	US TREASURY N/B	1.50%	1/31/2027	44,641.50		-876.08
6/26/2026	6/29/2026	205,000.00	912828Z78	US TREASURY N/B	1.50%	1/31/2027	203,366.85		-3,959.11

Quarterly Portfolio Transactions

Trade Date	Settle Date	Par ($)	CUSIP	Security Description	Coupon	Maturity Date	Transact Amount ($)	Yield at Market	Realized G/L (BV)
SELL									
6/29/2026	6/30/2026	55,000.00	912828Z78	US TREASURY N/B	1.50%	1/31/2027	54,561.97		-1,048.66
6/29/2026	6/30/2026	45,000.00	912828Z78	US TREASURY N/B	1.50%	1/31/2027	44,641.61		-869.76
Total SELL		**725,000.00**					**721,704.79**		**-11,508.27**

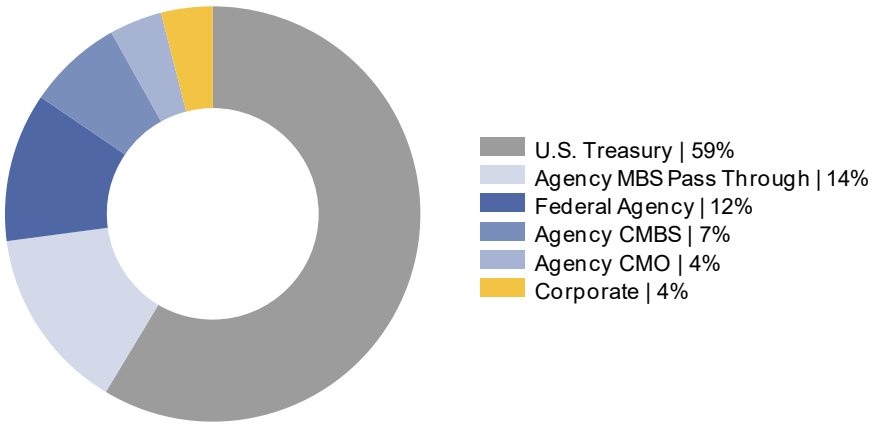
Portfolio Review:
SVCW - STAGE 2 CAPACITY RES FUND

Portfolio Snapshot - SVCW - STAGE 2 CAPACITY RES FUND[1]

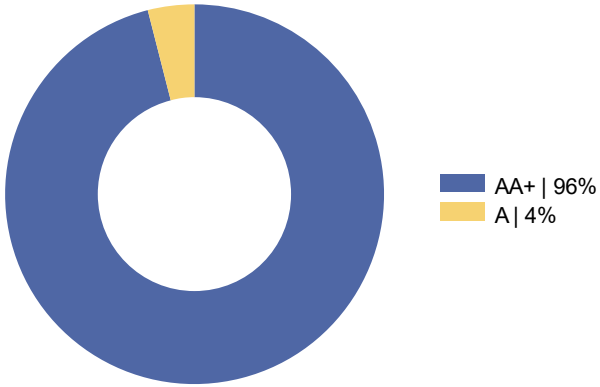
Portfolio Statistics

Total Market Value	$7,647,161.42
Securities Sub-Total	*$6,082,065.86*
Accrued Interest	*$18,929.71*
Cash	*$1,546,165.85*
Portfolio Effective Duration	1.94 years
Yield At Cost	1.65%
Yield At Market	4.40%
Portfolio Credit Quality	AA

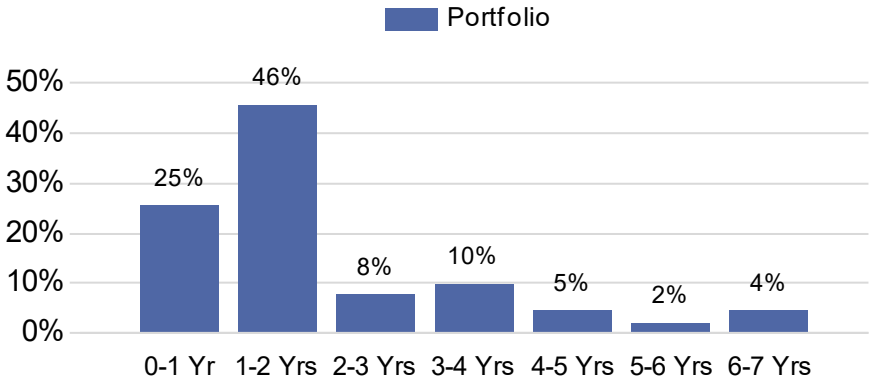
Sector Allocation



Credit Quality - S&P



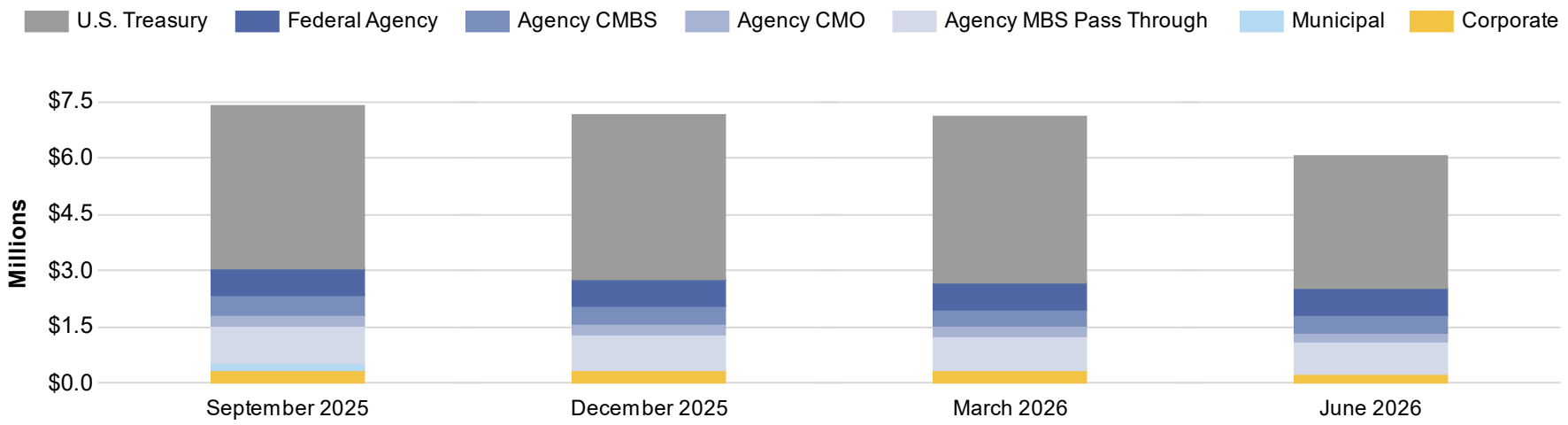
Duration Distribution



1. *Yield and duration calculations exclude cash and cash equivalents. Sector allocation includes market values and accrued interest. An average of each security's credit rating was assigned a numeric value and adjusted for its relative weighting in the portfolio.*

Sector Allocation Review - SVCW - STAGE 2 CAPACITY RES FUND

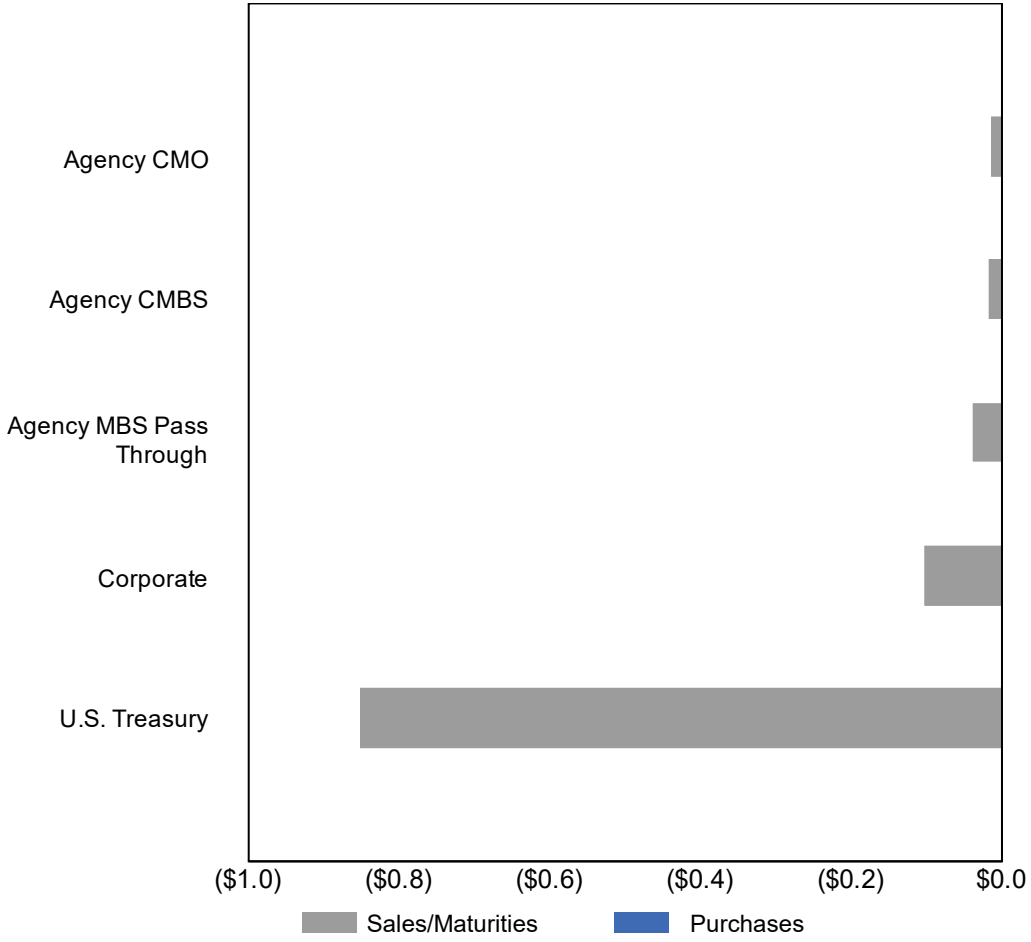
Security Type	Sep-25	% of Total	Dec-25	% of Total	Mar-26	% of Total	Jun-26	% of Total
U.S. Treasury	$4.4	58.6%	$4.4	61.3%	$4.4	62.0%	$3.6	58.6%
Federal Agency	$0.7	9.7%	$0.7	10.0%	$0.7	10.1%	$0.7	11.6%
Agency CMBS	$0.5	7.4%	$0.5	6.8%	$0.5	6.5%	$0.4	7.4%
Agency CMO	$0.3	3.9%	$0.3	3.9%	$0.3	3.7%	$0.3	4.1%
Agency MBS Pass Through	$1.0	13.3%	$1.0	13.3%	$0.9	12.9%	$0.9	14.3%
Municipal	$0.2	2.6%	$0.0	0.0%	$0.0	0.0%	$0.0	0.0%
Corporate	$0.3	4.5%	$0.3	4.7%	$0.3	4.8%	$0.2	4.0%
Total	**$7.4**	**100.0%**	**$7.2**	**100.0%**	**$7.1**	**100.0%**	**$6.1**	**100.0%**



Market values, excluding accrued interest. Only includes fixed-income securities held within the separately managed account(s) and LGIPs managed by PFMAM. Detail may not add to total due to rounding.

Portfolio Activity - SVCW - STAGE 2 CAPACITY RES FUND

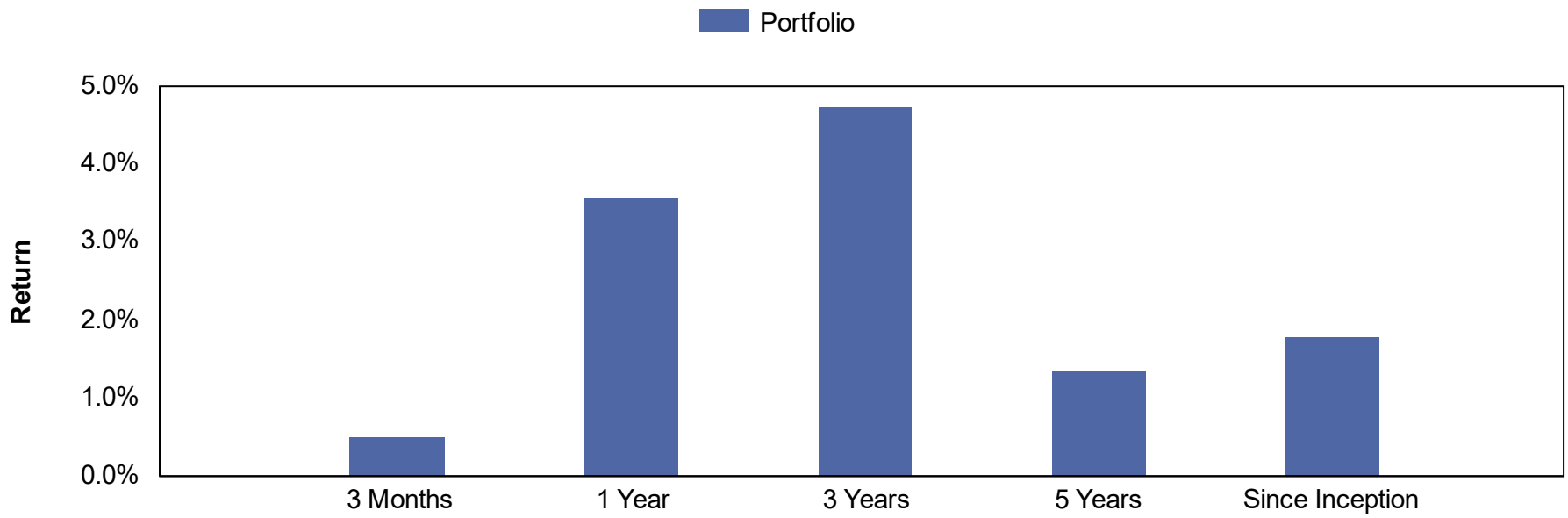
Net Activity by Sector
($ millions)



Sector	Net Activity
Agency CMO	($12,584)
Agency CMBS	($14,921)
Agency MBS Pass Through	($37,420)
Corporate	($100,000)
U.S. Treasury	($850,000)
Total Net Activity	**($1,014,925)**

Based on total proceeds (principal and accrued interest) of buys, sells, maturities, and principal paydowns. Detail may not add to total due to rounding.

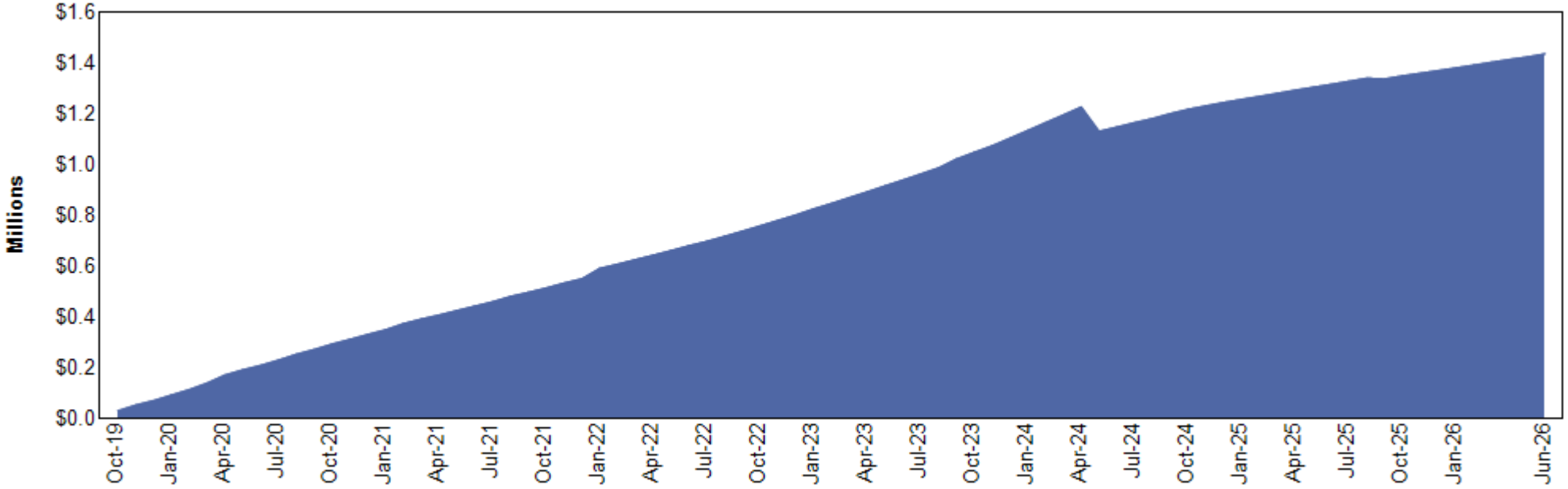
Portfolio Performance



Market Value Basis Earnings	3 Months	1 Year	3 Years	5 Years	Since Inception[1]
Interest Earned[2]	$39,601	$165,332	$748,276	$1,351,961	$1,897,259
Change in Market Value	($1,163)	$109,980	$699,582	($940,196)	($787,951)
Total Dollar Return	**$38,438**	**$275,312**	**$1,447,858**	**$411,765**	**$1,109,308**
Total Return[3]					
Portfolio	0.51%	3.57%	4.73%	1.36%	1.80%

1. *The lesser of 10 years or since inception is shown. Since inception returns for periods one year or less are not shown. Performance inception date is September 30, 2019.*
2. *Interest earned calculated as the ending accrued interest less beginning accrued interest, plus net interest activity.*
3. *Returns for periods one year or less are presented on a periodic basis. Returns for periods greater than one year are presented on an annualized basis.*
4. *The portfolio's benchmark is N/A.. Source: Bloomberg Financial LP.*

Accrual Basis Earnings - SVCW - STAGE 2 CAPACITY RES FUND



Accrual Basis Earnings	3 Months	1 Year	3 Years	5 Year	Since Inception[1]
Interest Earned[2]	$39,601	$165,332	$748,276	$1,351,961	$1,897,259
Realized Gains / (Losses)[3]	($1,683)	($21,902)	($169,134)	($138,757)	($110,083)
Change in Amortized Cost	($4,711)	($23,312)	($82,313)	($219,689)	($350,726)
Total Earnings	**$33,208**	**$120,118**	**$496,829**	**$993,514**	**$1,436,450**

1. The lesser of 10 years or since inception is shown. Performance inception date is September 30, 2019.
2. Interest earned calculated as the ending accrued interest less beginning accrued interest, plus net interest activity.
3. Realized gains / (losses) are shown on an amortized cost basis.

Portfolio Holdings and Transactions:
SVCW - STAGE 2 CAPACITY RES FUND

Issuer Diversification

Security Type / Issuer	Market Value (%)	S&P / Moody's / Fitch
U.S. Treasury	**58.5%**	
United States Treasury	58.5%	AA / Aa / AA
Federal Agency	**11.6%**	
Federal National Mortgage Association	11.6%	AA / Aa / AA
Agency CMBS	**7.4%**	
Federal Home Loan Mortgage Corp	7.4%	AA / Aa / AA
Agency CMO	**4.1%**	
Federal Home Loan Mortgage Corp	1.3%	AA / Aa / AA
Federal National Mortgage Association	2.8%	AA / Aa / AA
Agency MBS Pass Through	**14.3%**	
Federal Home Loan Mortgage Corp	0.7%	AA / Aa / AA
Federal National Mortgage Association	13.6%	AA / Aa / AA
Corporate	**4.0%**	
Bayerische Motoren Werke AG	1.6%	A / A / NR
Caterpillar Inc	2.0%	A / A / A
Target Corp	0.3%	A / A / NR
Total	**100.0%**	

Ratings shown are calculated by assigning a numeral value to each security rating, then calculating a weighted average rating for each security type / issuer category using all available security ratings, excluding Not-Rated (NR) ratings. For security type / issuer categories where a rating from the applicable NRSRO is not available, a rating of NR is assigned. Includes accrued interest and excludes balances invested in overnight funds.

Managed Account Detail of Securities Held

Security Type/Description Dated Date/Coupon/Maturity	CUSIP	Par	S&P Rating	Moody's Rating	Trade Date	Settle Date	Original Cost	YTM at Cost	Accrued Interest	Amortized Cost	Market Value
U.S. Treasury											
US TREASURY N/B DTD 01/31/2020 1.500% 01/31/2027	912828Z78	225,000.00	AA+	Aa1	10/7/2020	10/8/2020	239,440.43	0.47	1,407.80	226,340.09	221,765.63
US TREASURY N/B DTD 01/31/2020 1.500% 01/31/2027	912828Z78	725,000.00	AA+	Aa1	1/6/2021	1/8/2021	764,591.80	0.58	4,536.26	728,826.85	714,578.13
US TREASURY N/B DTD 01/31/2020 1.500% 01/31/2027	912828Z78	100,000.00	AA+	Aa1	2/2/2021	2/5/2021	105,234.38	0.61	625.69	100,512.42	98,562.50
US TREASURY N/B DTD 01/31/2020 1.500% 01/31/2027	912828Z78	50,000.00	AA+	Aa1	11/3/2020	11/5/2020	52,863.28	0.56	312.85	50,268.98	49,281.25
US TREASURY N/B DTD 01/31/2020 1.500% 01/31/2027	912828Z78	225,000.00	AA+	Aa1	12/3/2020	12/7/2020	237,849.61	0.55	1,407.80	226,224.32	221,765.63
US TREASURY N/B DTD 08/31/2020 0.500% 08/31/2027	91282CAH4	100,000.00	AA+	Aa1	3/3/2021	3/4/2021	96,496.09	1.06	167.12	99,370.45	95,890.60
US TREASURY N/B DTD 08/31/2020 0.500% 08/31/2027	91282CAH4	100,000.00	AA+	Aa1	4/2/2021	4/6/2021	95,312.50	1.26	167.12	99,145.90	95,890.60
US TREASURY N/B DTD 12/31/2020 0.625% 12/31/2027	91282CBB6	100,000.00	AA+	Aa1	9/1/2022	9/6/2022	86,402.34	3.45	1.70	96,162.97	94,906.30
US TREASURY N/B DTD 12/31/2020 0.625% 12/31/2027	91282CBB6	125,000.00	AA+	Aa1	1/5/2022	1/7/2022	118,808.59	1.49	2.12	123,446.48	118,632.88
US TREASURY N/B DTD 12/31/2020 0.625% 12/31/2027	91282CBB6	500,000.00	AA+	Aa1	9/2/2021	9/7/2021	489,121.09	0.98	8.49	497,414.73	474,531.50
US TREASURY N/B DTD 12/31/2020 0.625% 12/31/2027	91282CBB6	1,100,000.00	AA+	Aa1	1/13/2022	1/14/2022	1,039,457.03	1.60	18.68	1,084,759.97	1,043,969.30
US TREASURY N/B DTD 12/31/2020 0.625% 12/31/2027	91282CBB6	175,000.00	AA+	Aa1	12/9/2021	12/15/2021	167,658.20	1.35	2.97	173,177.02	166,086.03
US TREASURY N/B DTD 12/31/2020 0.625% 12/31/2027	91282CBB6	175,000.00	AA+	Aa1	8/5/2021	8/9/2021	171,657.23	0.93	2.97	174,215.49	166,086.03
Security Type Sub-Total		**3,700,000.00**					**3,664,892.57**	**1.11**	**8,661.57**	**3,679,865.67**	**3,561,946.38**

Security Type/Description Dated Date/Coupon/Maturity	CUSIP	Par	S&P Rating	Moody's Rating	Trade Date	Settle Date	Original Cost	YTM at Cost	Accrued Interest	Amortized Cost	Market Value
Federal Agency											
FANNIE MAE DTD 10/09/2020 0.750% 10/08/2027	3135G05Y5	275,000.00	AA+	Aa1	10/7/2020	10/9/2020	274,606.75	0.77	475.52	274,928.66	263,618.58
FANNIE MAE DTD 05/05/2000 7.250% 05/15/2030	31359MFP3	400,000.00	AA+	Aa1	10/4/2019	10/7/2019	611,192.00	1.77	3,705.56	477,108.87	442,718.00
Security Type Sub-Total		**675,000.00**					**885,798.75**	**1.40**	**4,181.08**	**752,037.53**	**706,336.58**
Corporate											
BMW US CAPITAL LLC (CALLABLE) DTD 08/12/2021 1.250% 08/12/2026	05565EBW4	100,000.00	A	A2	8/12/2021	8/16/2021	99,970.00	1.26	482.64	99,999.32	99,647.50
CATERPILLAR FINL SERVICE DTD 01/10/2022 1.700% 01/08/2027	14913R2U0	125,000.00	A	A1	1/11/2022	1/13/2022	124,368.75	1.81	1,021.18	124,934.24	123,450.88
TARGET CORP (CALLABLE) DTD 01/24/2022 1.950% 01/15/2027	87612EBM7	20,000.00	A	A2	1/19/2022	1/24/2022	19,966.00	1.99	179.83	19,996.32	19,766.36
Security Type Sub-Total		**245,000.00**					**244,304.75**	**1.60**	**1,683.65**	**244,929.88**	**242,864.74**
Agency MBS Pass Through											
FN CA1971 DTD 06/01/2018 3.500% 06/01/2033	3140Q9FM0	54,657.68	AA+	Aa1	1/14/2022	1/18/2022	57,672.39	2.93	159.42	56,498.58	53,239.53
FN CA3902 DTD 07/01/2019 3.000% 07/01/2034	3140QBKQ0	37,585.51	AA+	Aa1	10/17/2019	10/18/2019	38,642.60	2.77	93.96	38,162.86	36,056.38
FN FM8925 DTD 09/01/2021 4.000% 08/01/2034	3140XC4K1	61,202.34	AA+	Aa1	11/10/2021	11/16/2021	66,366.29	3.20	204.01	64,496.76	60,323.66
FN CA4328 DTD 09/01/2019 3.000% 10/01/2034	3140QBY28	57,992.46	AA+	Aa1	11/5/2019	11/18/2019	59,596.31	2.77	144.98	58,885.51	55,417.94
FN CA4721 DTD 11/01/2019 3.500% 11/01/2034	3140QCG75	58,086.81	AA+	Aa1	11/13/2019	11/18/2019	60,501.04	3.15	169.42	59,437.03	56,318.88
FN FM2590 DTD 02/01/2020 3.500% 12/01/2034	3140X52Y8	29,780.53	AA+	Aa1	3/13/2020	3/18/2020	31,599.93	2.99	86.86	30,825.56	28,848.25
FR RC1222 DTD 12/01/2019 3.500% 12/01/2034	3133L7LB1	44,598.91	AA+	Aa1	10/8/2021	10/19/2021	47,943.83	2.82	130.08	46,751.33	43,228.03
FN FM3701 DTD 06/01/2020 2.500% 07/01/2035	3140X7DF3	53,555.38	AA+	Aa1	7/27/2020	7/29/2020	56,693.39	2.04	111.57	55,453.54	50,146.79

Security Type/Description Dated Date/Coupon/Maturity	CUSIP	Par	S&P Rating	Moody's Rating	Trade Date	Settle Date	Original Cost	YTM at Cost	Accrued Interest	Amortized Cost	Market Value
Agency MBS Pass Through											
FN FM8848 DTD 09/01/2021 2.500% 09/01/2041	3140XCZN1	96,149.91	AA+	Aa1	9/23/2021	9/27/2021	101,528.30	2.15	200.31	100,247.59	85,700.44
FN FM0008 DTD 08/01/2019 3.500% 08/01/2049	3140X3AJ7	43,889.76	AA+	Aa1	11/5/2019	11/13/2019	45,501.33	3.31	128.01	45,142.40	40,246.86
FN FM2674 DTD 03/01/2020 4.000% 03/01/2050	3140X56L2	32,570.54	AA+	Aa1	3/30/2020	4/15/2020	34,982.80	3.60	108.57	34,482.45	30,860.62
FN FM8084 DTD 07/01/2021 3.500% 06/01/2051	3140XB6W5	76,580.45	AA+	Aa1	7/22/2021	7/26/2021	83,795.76	3.02	223.36	82,606.50	70,552.19
FN FM8086 DTD 07/01/2021 3.500% 07/01/2051	3140XB6Y1	83,185.52	AA+	Aa1	10/15/2021	10/25/2021	89,749.37	3.09	242.62	88,716.07	76,030.32
FN FS0247 DTD 01/01/2022 3.500% 01/01/2052	3140XFHZ7	88,978.23	AA+	Aa1	1/20/2022	1/25/2022	93,746.91	3.22	259.52	93,042.21	81,360.99
FN BW0729 DTD 06/01/2022 5.000% 07/01/2052	3140MRY35	104,400.68	AA+	Aa1	7/8/2022	7/14/2022	107,141.20	4.83	435.00	106,779.46	103,574.14
Security Type Sub-Total		**923,214.72**					**975,461.45**	**3.13**	**2,697.69**	**961,527.85**	**871,905.02**
Agency CMO											
FNR 2013-19 GE DTD 02/01/2013 2.500% 03/01/2033	3136ACQB0	63,899.75	AA+	Aa1	10/25/2019	10/30/2019	64,598.65	2.40	133.12	64,250.87	60,356.76
FNR 2013-75 PC DTD 06/01/2013 2.500% 04/01/2043	3136AFPS7	57,828.26	AA+	Aa1	4/15/2020	4/20/2020	60,954.60	2.20	120.48	60,112.73	53,029.50
FHR 5000 LB DTD 07/01/2020 1.250% 07/01/2046	3137FVG22	54,296.62	AA+	Aa1	8/7/2020	8/12/2020	55,365.58	1.16	56.56	55,123.14	45,200.90
FHR 4714 PA DTD 08/01/2017 3.000% 11/01/2046	3137F2ME3	38,356.47	AA+	Aa1	10/18/2019	10/23/2019	39,483.20	2.84	95.89	39,204.70	35,822.41
FNR 2019-42 KC DTD 07/01/2019 2.500% 07/01/2049	3136B5WR2	64,429.78	AA+	Aa1	9/25/2019	9/30/2019	65,109.31	2.45	134.23	64,955.43	56,620.31
Security Type Sub-Total		**278,810.88**					**285,511.34**	**2.21**	**540.28**	**283,646.87**	**251,029.88**

Security Type/Description Dated Date/Coupon/Maturity	CUSIP	Par	S&P Rating	Moody's Rating	Trade Date	Settle Date	Original Cost	YTM at Cost	Accrued Interest	Amortized Cost	Market Value
Agency CMBS											
FHMS KJ40 A1 DTD 07/01/2022 3.400% 06/01/2028	3137H8B42	39,211.43	AA+	Aa1	7/7/2022	7/14/2022	39,210.94	3.40	111.10	39,211.27	38,790.10
FHMS KJ41 A1 DTD 08/01/2022 3.137% 01/01/2029	3137H8H79	100,140.84	AA+	Aa1	7/28/2022	8/4/2022	100,139.63	3.14	261.78	100,140.36	97,652.14
FHMS K099 A1 DTD 10/01/2019 2.258% 06/01/2029	3137FPJF3	79,512.55	AA+	Aa1	10/23/2019	10/30/2019	79,906.70	2.20	149.62	79,634.36	77,060.38
FHMS KJ42 A1 DTD 09/01/2022 3.902% 07/01/2029	3137H92N8	49,103.12	AA+	Aa1	9/8/2022	9/15/2022	49,101.22	3.90	159.67	49,102.27	48,617.63
FHMS K141 A1 DTD 04/01/2022 2.550% 05/01/2031	3137H6S63	95,382.73	AA+	Aa1	4/5/2022	4/14/2022	92,740.72	2.90	202.69	93,962.28	90,173.02
FHMS K147 A1 DTD 07/01/2022 3.390% 02/01/2032	3137H8BH3	99,319.84	AA+	Aa1	7/12/2022	7/22/2022	98,511.97	3.49	280.58	98,843.96	95,689.99
Security Type Sub-Total		**462,670.49**					**459,611.18**	**3.11**	**1,165.44**	**460,894.50**	**447,983.26**
Managed Account Sub Total		**6,284,696.09**					**6,515,580.04**	**1.65**	**18,929.71**	**6,382,902.30**	**6,082,065.86**
Securities Sub Total		**$6,284,696.09**					**$6,515,580.04**	**1.65%**	**$18,929.71**	**$6,382,902.30**	**$6,082,065.86**
Accrued Interest											**$18,929.71**
Total Investments											**$6,100,995.57**

Quarterly Portfolio Transactions

Trade Date	Settle Date	Par ($)	CUSIP	Security Description	Coupon	Maturity Date	Transact Amount ($)	Yield at Market	Realized G/L (BV)
INTEREST									
4/1/2026	4/1/2026		MONEY0002	MONEY MARKET FUND	0.00%		1,408.46		
4/1/2026	4/15/2026		3137F2ME3	FHR 4714 PA	3.00%	11/1/2046	99.85		
4/1/2026	4/25/2026		3137H6S63	FHMS K141 A1	2.55%	5/1/2031	204.62		
4/1/2026	4/25/2026		3140Q9FM0	FN CA1971	3.50%	6/1/2033	168.46		
4/1/2026	4/25/2026		3133L7LB1	FR RC1222	3.50%	12/1/2034	140.84		
4/1/2026	4/25/2026		3136AFPS7	FNR 2013-75 PC	2.50%	4/1/2043	124.66		
4/1/2026	4/25/2026		3140QCG75	FN CA4721	3.50%	11/1/2034	177.40		
4/1/2026	4/25/2026		3140XC4K1	FN FM8925	4.00%	8/1/2034	218.02		
4/1/2026	4/25/2026		3140X52Y8	FN FM2590	3.50%	12/1/2034	89.42		
4/1/2026	4/25/2026		3140X3AJ7	FN FM0008	3.50%	8/1/2049	132.31		
4/1/2026	4/25/2026		3140XB6W5	FN FM8084	3.50%	6/1/2051	226.17		
4/1/2026	4/25/2026		3140XFHZ7	FN FS0247	3.50%	1/1/2052	263.59		
4/1/2026	4/25/2026		3137FQXH1	FHMS K737 A1	2.11%	6/1/2026	2.42		
4/1/2026	4/25/2026		3140X56L2	FN FM2674	4.00%	3/1/2050	111.84		
4/1/2026	4/25/2026		3137H92N8	FHMS KJ42 A1	3.90%	7/1/2029	186.22		
4/1/2026	4/25/2026		3136B5WR2	FNR 2019-42 KC	2.50%	7/1/2049	137.98		
4/1/2026	4/25/2026		3137H8B42	FHMS KJ40 A1	3.40%	6/1/2028	113.87		

Quarterly Portfolio Transactions

Trade Date	Settle Date	Par ($)	CUSIP	Security Description	Coupon	Maturity Date	Transact Amount ($)	Yield at Market	Realized G/L (BV)
INTEREST									
4/1/2026	4/25/2026		3137H8BH3	FHMS K147 A1	3.39%	2/1/2032	282.90		
4/1/2026	4/25/2026		3140QBY28	FN CA4328	3.00%	10/1/2034	154.84		
4/1/2026	4/25/2026		3140XB6Y1	FN FM8086	3.50%	7/1/2051	254.11		
4/1/2026	4/25/2026		3140XCZN1	FN FM8848	2.50%	9/1/2041	206.51		
4/1/2026	4/25/2026		3140QBKQ0	FN CA3902	3.00%	7/1/2034	97.28		
4/1/2026	4/25/2026		3137H8H79	FHMS KJ41 A1	3.13%	1/1/2029	263.21		
4/1/2026	4/25/2026		3136ACQB0	FNR 2013-19 GE	2.50%	3/1/2033	143.16		
4/1/2026	4/25/2026		3137FPJF3	FHMS K099 A1	2.25%	6/1/2029	160.92		
4/1/2026	4/25/2026		3140MRY35	FN BW0729	5.00%	7/1/2052	448.69		
4/1/2026	4/25/2026		3137FVG22	FHR 5000 LB	1.25%	7/1/2046	59.04		
4/1/2026	4/25/2026		3140X7DF3	FN FM3701	2.50%	7/1/2035	116.84		
4/8/2026	4/8/2026		3135G05Y5	FANNIE MAE	0.75%	10/8/2027	1,031.25		
4/30/2026	4/30/2026		9128286S4	US TREASURY N/B	2.37%	4/30/2026	10,093.75		
5/1/2026	5/1/2026		MONEY0002	MONEY MARKET FUND	0.00%		1,488.78		
5/1/2026	5/15/2026		3137F2ME3	FHR 4714 PA	3.00%	11/1/2046	98.62		
5/1/2026	5/25/2026		3140X7DF3	FN FM3701	2.50%	7/1/2035	115.62		
5/1/2026	5/25/2026		3133L7LB1	FR RC1222	3.50%	12/1/2034	139.40		

Quarterly Portfolio Transactions

Trade Date	Settle Date	Par ($)	CUSIP	Security Description	Coupon	Maturity Date	Transact Amount ($)	Yield at Market	Realized G/L (BV)
INTEREST									
5/1/2026	5/25/2026		3137FPJF3	FHMS K099 A1	2.25%	6/1/2029	157.24		
5/1/2026	5/25/2026		3137H8B42	FHMS KJ40 A1	3.40%	6/1/2028	112.99		
5/1/2026	5/25/2026		3140XC4K1	FN FM8925	4.00%	8/1/2034	215.48		
5/1/2026	5/25/2026		3136ACQB0	FNR 2013-19 GE	2.50%	3/1/2033	139.95		
5/1/2026	5/25/2026		3137FVG22	FHR 5000 LB	1.25%	7/1/2046	58.15		
5/1/2026	5/25/2026		3140XCZN1	FN FM8848	2.50%	9/1/2041	204.23		
5/1/2026	5/25/2026		3136AFPS7	FNR 2013-75 PC	2.50%	4/1/2043	123.53		
5/1/2026	5/25/2026		3137H8H79	FHMS KJ41 A1	3.13%	1/1/2029	262.76		
5/1/2026	5/25/2026		3140X56L2	FN FM2674	4.00%	3/1/2050	109.74		
5/1/2026	5/25/2026		3140QBKQ0	FN CA3902	3.00%	7/1/2034	96.19		
5/1/2026	5/25/2026		3140X52Y8	FN FM2590	3.50%	12/1/2034	88.57		
5/1/2026	5/25/2026		3140XB6Y1	FN FM8086	3.50%	7/1/2051	251.71		
5/1/2026	5/25/2026		3140X3AJ7	FN FM0008	3.50%	8/1/2049	132.03		
5/1/2026	5/25/2026		3140MRY35	FN BW0729	5.00%	7/1/2052	442.47		
5/1/2026	5/25/2026		3140XB6W5	FN FM8084	3.50%	6/1/2051	224.43		
5/1/2026	5/25/2026		3140Q9FM0	FN CA1971	3.50%	6/1/2033	163.71		
5/1/2026	5/25/2026		3137H92N8	FHMS KJ42 A1	3.90%	7/1/2029	160.94		

Quarterly Portfolio Transactions

Trade Date	Settle Date	Par ($)	CUSIP	Security Description	Coupon	Maturity Date	Transact Amount ($)	Yield at Market	Realized G/L (BV)
INTEREST									
5/1/2026	5/25/2026		3140QCG75	FN CA4721	3.50%	11/1/2034	175.36		
5/1/2026	5/25/2026		3140XFHZ7	FN FS0247	3.50%	1/1/2052	263.09		
5/1/2026	5/25/2026		3140QBY28	FN CA4328	3.00%	10/1/2034	153.07		
5/1/2026	5/25/2026		3137H8BH3	FHMS K147 A1	3.39%	2/1/2032	282.15		
5/1/2026	5/25/2026		3137H6S63	FHMS K141 A1	2.55%	5/1/2031	203.99		
5/1/2026	5/25/2026		3136B5WR2	FNR 2019-42 KC	2.50%	7/1/2049	136.85		
5/1/2026	5/25/2026		3137FQXH1	FHMS K737 A1	2.11%	6/1/2026	0.30		
5/15/2026	5/15/2026		31359MFP3	FANNIE MAE	7.25%	5/15/2030	14,500.00		
5/28/2026	5/28/2026		04636NAA1	ASTRAZENECA FINANCE LLC (CALLABLE)	1.20%	5/28/2026	600.00		
6/1/2026	6/1/2026		MONEY0002	MONEY MARKET FUND	0.00%		4,148.61		
6/1/2026	6/15/2026		3137F2ME3	FHR 4714 PA	3.00%	11/1/2046	97.16		
6/1/2026	6/25/2026		3137H6S63	FHMS K141 A1	2.55%	5/1/2031	203.32		
6/1/2026	6/25/2026		3136AFPS7	FNR 2013-75 PC	2.50%	4/1/2043	121.87		
6/1/2026	6/25/2026		3140XC4K1	FN FM8925	4.00%	8/1/2034	212.91		
6/1/2026	6/25/2026		3137FPJF3	FHMS K099 A1	2.25%	6/1/2029	153.31		
6/1/2026	6/25/2026		3133L7LB1	FR RC1222	3.50%	12/1/2034	131.54		
6/1/2026	6/25/2026		3140QCG75	FN CA4721	3.50%	11/1/2034	171.30		

Quarterly Portfolio Transactions

Trade Date	Settle Date	Par ($)	CUSIP	Security Description	Coupon	Maturity Date	Transact Amount ($)	Yield at Market	Realized G/L (BV)
INTEREST									
6/1/2026	6/25/2026		3140QBKQ0	FN CA3902	3.00%	7/1/2034	95.12		
6/1/2026	6/25/2026		3140X7DF3	FN FM3701	2.50%	7/1/2035	113.49		
6/1/2026	6/25/2026		3136B5WR2	FNR 2019-42 KC	2.50%	7/1/2049	135.84		
6/1/2026	6/25/2026		3137H8BH3	FHMS K147 A1	3.39%	2/1/2032	281.34		
6/1/2026	6/25/2026		3137H92N8	FHMS KJ42 A1	3.90%	7/1/2029	160.25		
6/1/2026	6/25/2026		3140XCZN1	FN FM8848	2.50%	9/1/2041	201.87		
6/1/2026	6/25/2026		3137FVG22	FHR 5000 LB	1.25%	7/1/2046	57.23		
6/1/2026	6/25/2026		3140QBY28	FN CA4328	3.00%	10/1/2034	149.56		
6/1/2026	6/25/2026		3140Q9FM0	FN CA1971	3.50%	6/1/2033	161.57		
6/1/2026	6/25/2026		3140X52Y8	FN FM2590	3.50%	12/1/2034	87.70		
6/1/2026	6/25/2026		3140XFHZ7	FN FS0247	3.50%	1/1/2052	262.60		
6/1/2026	6/25/2026		3140X3AJ7	FN FM0008	3.50%	8/1/2049	131.74		
6/1/2026	6/25/2026		3140MRY35	FN BW0729	5.00%	7/1/2052	435.80		
6/1/2026	6/25/2026		3140XB6W5	FN FM8084	3.50%	6/1/2051	223.89		
6/1/2026	6/25/2026		3136ACQB0	FNR 2013-19 GE	2.50%	3/1/2033	136.60		
6/1/2026	6/25/2026		3140X56L2	FN FM2674	4.00%	3/1/2050	109.43		
6/1/2026	6/25/2026		3137H8H79	FHMS KJ41 A1	3.13%	1/1/2029	262.24		

Quarterly Portfolio Transactions

Trade Date	Settle Date	Par ($)	CUSIP	Security Description	Coupon	Maturity Date	Transact Amount ($)	Yield at Market	Realized G/L (BV)
INTEREST									
6/1/2026	6/25/2026		3140XB6Y1	FN FM8086	3.50%	7/1/2051	243.16		
6/1/2026	6/25/2026		3137H8B42	FHMS KJ40 A1	3.40%	6/1/2028	111.99		
6/30/2026	6/30/2026		91282CBB6	US TREASURY N/B	0.62%	12/31/2027	6,796.88		
Total INTEREST		**0.00**					**53,618.30**		**0.00**
MATURITY									
4/30/2026	4/30/2026	325,000.00	9128286S4	US TREASURY N/B	2.37%	4/30/2026	325,000.00		
4/30/2026	4/30/2026	250,000.00	9128286S4	US TREASURY N/B	2.37%	4/30/2026	250,000.00		
4/30/2026	4/30/2026	275,000.00	9128286S4	US TREASURY N/B	2.37%	4/30/2026	275,000.00		
5/28/2026	5/28/2026	100,000.00	04636NAA1	ASTRAZENECA FINANCE LLC (CALLABLE)	1.20%	5/28/2026	100,000.00		
Total MATURITY		**950,000.00**					**950,000.00**		**0.00**
PAYDOWNS									
4/1/2026	4/15/2026	491.42	3137F2ME3	FHR 4714 PA	3.00%	11/1/2046	491.42		-11.00
4/1/2026	4/25/2026	1,205.85	3137FQXH1	FHMS K737 A1	2.11%	6/1/2026	1,205.85		-0.22
4/1/2026	4/25/2026	171.82	3137H8H79	FHMS KJ41 A1	3.13%	1/1/2029	171.82		
4/1/2026	4/25/2026	539.35	3136B5WR2	FNR 2019-42 KC	2.50%	7/1/2049	539.35		-4.45
4/1/2026	4/25/2026	595.80	3140XB6W5	FN FM8084	3.50%	6/1/2051	595.80		-47.35
4/1/2026	4/25/2026	761.35	3140XC4K1	FN FM8925	4.00%	8/1/2034	761.35		-42.24

Quarterly Portfolio Transactions

Trade Date	Settle Date	Par ($)	CUSIP	Security Description	Coupon	Maturity Date	Transact Amount ($)	Yield at Market	Realized G/L (BV)
PAYDOWNS									
4/1/2026	4/25/2026	1,543.20	3136ACQB0	FNR 2013-19 GE	2.50%	3/1/2033	1,543.20		-8.79
4/1/2026	4/25/2026	493.26	3133L7LB1	FR RC1222	3.50%	12/1/2034	493.26		-24.51
4/1/2026	4/25/2026	1,097.37	3140XCZN1	FN FM8848	2.50%	9/1/2041	1,097.37		-47.53
4/1/2026	4/25/2026	1,493.01	3140MRY35	FN BW0729	5.00%	7/1/2052	1,493.01		-34.34
4/1/2026	4/25/2026	701.44	3140QCG75	FN CA4721	3.50%	11/1/2034	701.44		-16.79
4/1/2026	4/25/2026	295.70	3137H6S63	FHMS K141 A1	2.55%	5/1/2031	295.70		4.63
4/1/2026	4/25/2026	542.64	3136AFPS7	FNR 2013-75 PC	2.50%	4/1/2043	542.64		-21.76
4/1/2026	4/25/2026	291.89	3140X52Y8	FN FM2590	3.50%	12/1/2034	291.89		-10.54
4/1/2026	4/25/2026	97.11	3140X3AJ7	FN FM0008	3.50%	8/1/2049	97.11		-2.80
4/1/2026	4/25/2026	1,626.72	3140Q9FM0	FN CA1971	3.50%	6/1/2033	1,626.72		-56.75
4/1/2026	4/25/2026	434.63	3140QBKQ0	FN CA3902	3.00%	7/1/2034	434.63		-6.88
4/1/2026	4/25/2026	1,952.32	3137FPJF3	FHMS K099 A1	2.25%	6/1/2029	1,952.32		-3.24
4/1/2026	4/25/2026	265.83	3137H8BH3	FHMS K147 A1	3.39%	2/1/2032	265.83		1.33
4/1/2026	4/25/2026	854.83	3137FVG22	FHR 5000 LB	1.25%	7/1/2046	854.83		-13.17
4/1/2026	4/25/2026	708.14	3140QBY28	FN CA4328	3.00%	10/1/2034	708.14		-11.23
4/1/2026	4/25/2026	629.36	3140X56L2	FN FM2674	4.00%	3/1/2050	629.36		-37.33
4/1/2026	4/25/2026	3,894.99	3137H92N8	FHMS KJ42 A1	3.90%	7/1/2029	3,894.99		0.07

Quarterly Portfolio Transactions

Trade Date	Settle Date	Par ($)	CUSIP	Security Description	Coupon	Maturity Date	Transact Amount ($)	Yield at Market	Realized G/L (BV)
PAYDOWNS									
4/1/2026	4/25/2026	311.46	3137H8B42	FHMS KJ40 A1	3.40%	6/1/2028	311.46		
4/1/2026	4/25/2026	823.12	3140XB6Y1	FN FM8086	3.50%	7/1/2051	823.12		-55.27
4/1/2026	4/25/2026	586.95	3140X7DF3	FN FM3701	2.50%	7/1/2035	586.95		-21.38
4/1/2026	4/25/2026	172.12	3140XFHZ7	FN FS0247	3.50%	1/1/2052	172.12		-7.94
5/1/2026	5/25/2026	2,693.27	3133L7LB1	FR RC1222	3.50%	12/1/2034	2,693.27		-132.54
5/1/2026	5/25/2026	429.05	3140QBKQ0	FN CA3902	3.00%	7/1/2034	429.05		-6.73
5/1/2026	5/25/2026	877.99	3137FVG22	FHR 5000 LB	1.25%	7/1/2046	877.99		-13.48
5/1/2026	5/25/2026	1,605.89	3136ACQB0	FNR 2013-19 GE	2.50%	3/1/2033	1,605.89		-9.04
5/1/2026	5/25/2026	796.06	3136AFPS7	FNR 2013-75 PC	2.50%	4/1/2043	796.06		-31.76
5/1/2026	5/25/2026	211.38	3137H92N8	FHMS KJ42 A1	3.90%	7/1/2029	211.38		
5/1/2026	5/25/2026	93.31	3140X56L2	FN FM2674	4.00%	3/1/2050	93.31		-5.52
5/1/2026	5/25/2026	2,928.69	3140XB6Y1	FN FM8086	3.50%	7/1/2051	2,928.69		-196.01
5/1/2026	5/25/2026	484.06	3136B5WR2	FNR 2019-42 KC	2.50%	7/1/2049	484.06		-3.98
5/1/2026	5/25/2026	1,403.15	3140QBY28	FN CA4328	3.00%	10/1/2034	1,403.15		-22.04
5/1/2026	5/25/2026	97.40	3140X3AJ7	FN FM0008	3.50%	8/1/2049	97.40		-2.80
5/1/2026	5/25/2026	287.08	3137H8BH3	FHMS K147 A1	3.39%	2/1/2032	287.08		1.42
5/1/2026	5/25/2026	772.43	3140XC4K1	FN FM8925	4.00%	8/1/2034	772.43		-42.43

Quarterly Portfolio Transactions

Trade Date	Settle Date	Par ($)	CUSIP	Security Description	Coupon	Maturity Date	Transact Amount ($)	Yield at Market	Realized G/L (BV)
PAYDOWNS									
5/1/2026	5/25/2026	313.61	3137H6S63	FHMS K141 A1	2.55%	5/1/2031	313.61		4.83
5/1/2026	5/25/2026	1,393.17	3140QCG75	FN CA4721	3.50%	11/1/2034	1,393.17		-33.03
5/1/2026	5/25/2026	201.05	3137H8H79	FHMS KJ41 A1	3.13%	1/1/2029	201.05		
5/1/2026	5/25/2026	187.71	3140XB6W5	FN FM8084	3.50%	6/1/2051	187.71		-14.87
5/1/2026	5/25/2026	167.91	3140XFHZ7	FN FS0247	3.50%	1/1/2052	167.91		-7.72
5/1/2026	5/25/2026	2,088.35	3137FPJF3	FHMS K099 A1	2.25%	6/1/2029	2,088.35		-3.38
5/1/2026	5/25/2026	353.08	3137H8B42	FHMS KJ40 A1	3.40%	6/1/2028	353.08		
5/1/2026	5/25/2026	168.70	3137FQXH1	FHMS K737 A1	2.11%	6/1/2026	168.71		-0.01
5/1/2026	5/25/2026	1,600.91	3140MRY35	FN BW0729	5.00%	7/1/2052	1,600.91		-36.71
5/1/2026	5/25/2026	298.79	3140X52Y8	FN FM2590	3.50%	12/1/2034	298.79		-10.69
5/1/2026	5/25/2026	735.95	3140Q9FM0	FN CA1971	3.50%	6/1/2033	735.95		-25.38
5/1/2026	5/25/2026	1,128.45	3140XCZN1	FN FM8848	2.50%	9/1/2041	1,128.45		-48.62
5/1/2026	5/25/2026	1,020.98	3140X7DF3	FN FM3701	2.50%	7/1/2035	1,020.98		-36.85
5/1/2026	5/15/2026	585.20	3137F2ME3	FHR 4714 PA	3.00%	11/1/2046	585.20		-13.05
6/1/2026	6/15/2026	506.55	3137F2ME3	FHR 4714 PA	3.00%	11/1/2046	506.55		-11.25
6/1/2026	6/25/2026	643.10	3140QCG75	FN CA4721	3.50%	11/1/2034	643.10		-15.10
6/1/2026	6/25/2026	185.12	3140XB6Y1	FN FM8086	3.50%	7/1/2051	185.12		-12.35

Quarterly Portfolio Transactions

Trade Date	Settle Date	Par ($)	CUSIP	Security Description	Coupon	Maturity Date	Transact Amount ($)	Yield at Market	Realized G/L (BV)
PAYDOWNS									
6/1/2026	6/25/2026	259.02	3140X56L2	FN FM2674	4.00%	3/1/2050	259.02		-15.26
6/1/2026	6/25/2026	314.46	3137H8B42	FHMS KJ40 A1	3.40%	6/1/2028	314.46		
6/1/2026	6/25/2026	1,278.90	3140X3AJ7	FN FM0008	3.50%	8/1/2049	1,278.90		-36.63
6/1/2026	6/25/2026	286.97	3140X52Y8	FN FM2590	3.50%	12/1/2034	286.97		-10.17
6/1/2026	6/25/2026	180.33	3140XB6W5	FN FM8084	3.50%	6/1/2051	180.33		-14.24
6/1/2026	6/25/2026	645.08	3137FVG22	FHR 5000 LB	1.25%	7/1/2046	645.08		-9.86
6/1/2026	6/25/2026	267.77	3137H8BH3	FHMS K147 A1	3.39%	2/1/2032	267.77		1.30
6/1/2026	6/25/2026	191.70	3140MRY35	FN BW0729	5.00%	7/1/2052	191.70		-4.38
6/1/2026	6/25/2026	1,965.65	3137FPJF3	FHMS K099 A1	2.25%	6/1/2029	1,965.65		-3.10
6/1/2026	6/25/2026	180.54	3137H92N8	FHMS KJ42 A1	3.90%	7/1/2029	180.54		
6/1/2026	6/25/2026	921.96	3140X7DF3	FN FM3701	2.50%	7/1/2035	921.96		-32.98
6/1/2026	6/25/2026	1,668.96	3136ACQB0	FNR 2013-19 GE	2.50%	3/1/2033	1,668.96		-9.28
6/1/2026	6/25/2026	667.72	3136AFPS7	FNR 2013-75 PC	2.50%	4/1/2043	667.72		-26.51
6/1/2026	6/25/2026	2,669.77	3140XC4K1	FN FM8925	4.00%	8/1/2034	2,669.77		-145.18
6/1/2026	6/25/2026	775.51	3136B5WR2	FNR 2019-42 KC	2.50%	7/1/2049	775.51		-6.35
6/1/2026	6/25/2026	173.71	3137H8H79	FHMS KJ41 A1	3.13%	1/1/2029	173.71		
6/1/2026	6/25/2026	749.79	3140XCZN1	FN FM8848	2.50%	9/1/2041	749.79		-32.13

Quarterly Portfolio Transactions

Trade Date	Settle Date	Par ($)	CUSIP	Security Description	Coupon	Maturity Date	Transact Amount ($)	Yield at Market	Realized G/L (BV)
PAYDOWNS									
6/1/2026	6/25/2026	462.81	3140QBKQ0	FN CA3902	3.00%	7/1/2034	462.81		-7.18
6/1/2026	6/25/2026	501.95	3133L7LB1	FR RC1222	3.50%	12/1/2034	501.95		-24.46
6/1/2026	6/25/2026	1,831.17	3140QBY28	FN CA4328	3.00%	10/1/2034	1,831.17		-28.48
6/1/2026	6/25/2026	736.82	3140Q9FM0	FN CA1971	3.50%	6/1/2033	736.82		-25.11
6/1/2026	6/25/2026	297.45	3137H6S63	FHMS K141 A1	2.55%	5/1/2031	297.45		4.50
6/1/2026	6/25/2026	1,057.01	3140XFHZ7	FN FS0247	3.50%	1/1/2052	1,057.01		-48.44
Total PAYDOWNS		**64,925.12**					**64,925.13**		**-1,682.51**

Important Disclosures

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- In accordance with generally accepted accounting principles, information is presented on a trade date basis; forward settling purchases are included in the monthly balances, and forward settling sales are excluded.
- Performance is presented in accordance with the CFA Institute's Global Investment Performance Standards (GIPS). Unless otherwise noted, performance is shown gross of fees. Quarterly returns are presented on an unannualized basis. Returns for periods greater than one year are presented on an annualized basis. **Past performance is not indicative of future returns.**
- ICE Bank of America Indices provided by Bloomberg Financial Markets.
- Money market fund/cash balances are included in performance and duration computations.
- Standard & Poor's is the source of the credit ratings. Distribution of credit rating is exclusive of money market fund/LGIP holdings.
- Callable securities in the portfolio are included in the maturity distribution analysis to their stated maturity date, although, they may be called prior to maturity.
- MBS maturities are represented by expected average life.

Glossary

- Accrued Interest: Interest that is due on a bond or other fixed income security since the last interest payment was made.
- Agencies: Federal agency securities and/or Government-sponsored enterprises.
- Amortized Cost: The original cost of the principal of the security is adjusted for the amount of the periodic reduction of any discount or premium from the purchase date until the date of the report. Discount or premium with respect to short-term securities (those with less than one year to maturity at time of issuance) is amortized on a straight line basis. Such discount or premium with respect to longer-term securities is amortized using the constant yield basis.
- Asset-Backed Security: A financial instrument collateralized by an underlying pool of assets – usually ones that generate a cash flow from debt, such as loans, leases, credit card balances, and receivables.
- Bankers' Acceptance: A draft or bill or exchange accepted by a bank or trust company. The accepting institution guarantees payment of the bill as well as the insurer.
- Commercial Paper: An unsecured obligation issued by a corporation or bank to finance its short-term credit needs, such as accounts receivable and inventory.
- Contribution to Total Return: The weight of each individual security multiplied by its return, then summed for each sector to determine how much each sector added or subtracted from the overall portfolio performance.
- Effective Duration: A measure of the sensitivity of a security's price to a change in interest rates, stated in years.
- Effective Yield: The total yield an investor receives in relation to the nominal yield or coupon of a bond. Effective yield takes into account the power of compounding on investment returns, while nominal yield does not.
- FDIC: Federal Deposit Insurance Corporation. A federal agency that insures bank deposits to a specified amount.
- Interest Rate: Interest per year divided by principal amount and expressed as a percentage.
- Market Value: The value that would be received or paid for an investment in an orderly transaction between market participants at the measurement date.
- Maturity: The date upon which the principal or stated value of an investment becomes due and payable.
- Negotiable Certificates of Deposit: A CD with a very large denomination, usually $1 million or more, that can be traded in secondary markets.
- Par Value: The nominal dollar face amount of a security.
- Pass-through Security: A security representing pooled debt obligations that passes income from debtors to its shareholders. The most common type is the mortgage-backed security.

Glossary

- Repurchase Agreements: A holder of securities sells these securities to an investor with an agreement to repurchase them at a fixed price on a fixed date.
- Settle Date: The date on which the transaction is settled and monies/securities are exchanged. If the settle date of the transaction (i.e., coupon payments and maturity proceeds) occurs on a non-business day, the funds are exchanged on the next business day.
- Supranational: A multinational union or association in which member countries cede authority and sovereignty on at least some internal matters to the group, whose decisions are binding on its members.
- Trade Date: The date on which the transaction occurred; however, the final consummation of the security transaction and payment has not yet taken place.
- Unsettled Trade: A trade which has been executed; however, the final consummation of the security transaction and payment has not yet taken place.
- U.S. Treasury: The department of the U.S. government that issues Treasury securities.
- Yield: The rate of return based on the current market value, the annual interest receipts, maturity value, and the time period remaining until maturity, stated as a percentage on an annualized basis.
- YTM at Cost: The yield to maturity at cost is the expected rate of return based on the original cost, the annual interest receipts, maturity value, and the time period from purchase date to maturity, stated as a percentage on an annualized basis.
- YTM at Market: The yield to maturity at market is the rate of return based on the current market value, the annual interest receipts, maturity value, and the time period remaining until maturity, stated as a percentage on an annualized basis.

pfm asset management

Silicon Valley Clean Water Section 115 Pension Trust Fund

Investment Performance Review
For the Quarter Ended June 30, 2026

Client Management Team

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Robert Cuadra, Relationship Manager

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Financial Markets & Investment Strategy Review

QUARTERLY MARKET SUMMARY

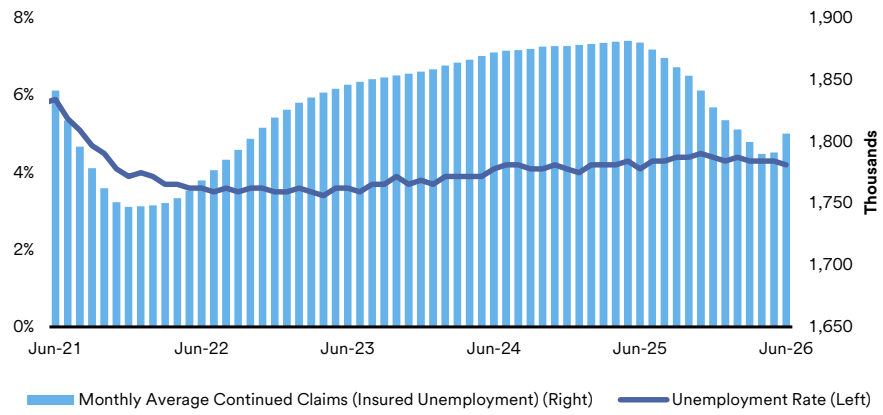
Index Name	QTD	YTD	One Year	Three Year	Five Year	Seven Year	Ten Year
DOMESTIC EQUITY							
S&P 500	*15.20%*	*10.21%*	*22.32%*	*20.61%*	*13.41%*	*16.08%*	*15.51%*
Russell 3000	*15.44%*	*10.88%*	*22.82%*	*20.36%*	*12.31%*	*15.51%*	*15.06%*
Russell 1000 Growth	*16.74%*	*5.33%*	*17.71%*	*22.58%*	*13.71%*	*18.80%*	*18.58%*
Russell 1000	*15.14%*	*10.33%*	*22.02%*	*20.47%*	*12.66%*	*15.79%*	*15.30%*
Russell 1000 Value	*13.87%*	*16.26%*	*27.12%*	*17.79%*	*11.17%*	*12.10%*	*11.52%*
Russell Midcap Growth	*14.55%*	*7.27%*	*6.17%*	*15.61%*	*6.03%*	*11.60%*	*13.04%*
Russell Midcap	*13.83%*	*15.30%*	*21.63%*	*16.51%*	*8.50%*	*11.93%*	*12.00%*
Russell Midcap Value	*13.40%*	*17.58%*	*26.62%*	*16.51%*	*9.48%*	*11.35%*	*10.63%*
Russell 2000 Growth	*25.71%*	*22.18%*	*38.74%*	*18.44%*	*5.57%*	*10.82%*	*11.97%*
Russell 2000	*21.49%*	*22.57%*	*40.78%*	*18.60%*	*6.98%*	*11.34%*	*11.62%*
Russell 2000 Value	*17.19%*	*22.99%*	*43.01%*	*18.73%*	*8.23%*	*11.36%*	*10.89%*
INTERNATIONAL EQUITY							
MSCI EAFE	*10.82%*	*9.44%*	*20.23%*	*16.44%*	*9.05%*	*9.90%*	*9.66%*
MSCI AC World	*14.93%*	*11.25%*	*23.67%*	*19.70%*	*10.98%*	*13.28%*	*12.78%*
MSCI AC World ex USA	*14.49%*	*13.68%*	*27.66%*	*18.82%*	*8.79%*	*10.16%*	*9.93%*
MSCI AC World ex USA Small Cap	*9.62%*	*9.10%*	*19.83%*	*16.42%*	*6.30%*	*9.68%*	*9.10%*
MSCI EM (Emerging Markets)	*24.05%*	*23.85%*	*43.51%*	*23.03%*	*7.20%*	*9.82%*	*10.07%*
LISTED REAL ASSETS							
FTSE NAREIT All Equity REITs	*10.73%*	*14.90%*	*15.43%*	*10.06%*	*3.71%*	*5.86%*	*5.88%*
FTSE Global Core Infrastructure 50/50	*2.33%*	*10.66%*	*15.78%*	*12.24%*	*7.65%*	*6.71%*	*7.47%*
Bloomberg Commodity	*-8.08%*	*14.36%*	*25.46%*	*11.69%*	*9.37%*	*9.46%*	*5.83%*
FIXED INCOME							
Bloomberg U.S. Aggregate	*0.67%*	*0.62%*	*3.79%*	*4.16%*	*0.08%*	*1.22%*	*1.54%*
Bloomberg U.S. Government/Credit	*0.70%*	*0.49%*	*3.32%*	*3.97%*	*-0.10%*	*1.25%*	*1.59%*
Bloomberg U.S. Intermediate Government/Credit	*0.43%*	*0.40%*	*3.14%*	*4.68%*	*1.22%*	*1.89%*	*1.92%*
Bloomberg U.S. Treasury (1-3 Y)	*0.37%*	*0.64%*	*2.92%*	*4.38%*	*1.90%*	*1.95%*	*1.75%*
ICE BofA U.S. High Yield	*2.45%*	*1.89%*	*5.74%*	*8.79%*	*4.13%*	*4.92%*	*5.70%*
Bloomberg Global Aggregate	*0.87%*	*-0.21%*	*0.62%*	*3.41%*	*-1.55%*	*-0.15%*	*0.38%*
CASH EQUIVALENT							
Bloomberg 3 Month T-Bill	*0.90%*	*1.77%*	*3.89%*	*4.69%*	*3.58%*	*2.80%*	*2.38%*

Source: Investment Metrics. Returns are expressed as percentages. Please refer to the last page of this document for important disclosures relating to this material.

THE ECONOMY

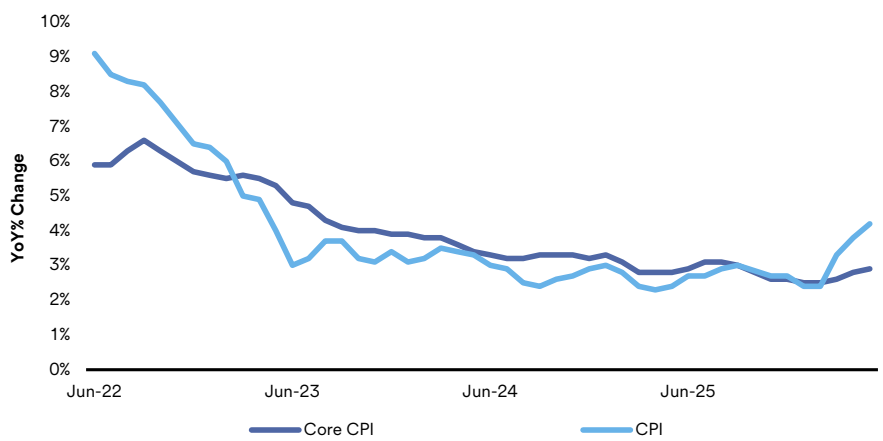
- U.S. real gross domestic product (GDP) grew at a seasonally adjusted annualized rate of 2.1% in the first quarter, up from 0.5% in Q4 2025. While personal consumption growth was 0.5%, its weakest pace since 2022, private domestic investment grew 7.9%. It was largely supported by business investment in information processing equipment and software IP, underscoring the impact of AI-related spending. Government spending was up also 4.4%, recovering from a 5.6% contraction, as activity resumed following the end of the government shutdown.
- U.S. labor-market conditions remained broadly stable in Q2. The three-month average gain in non-farm payrolls rose to 111k jobs, though hiring momentum slowed as the quarter progressed. The moderation appeared industry-specific rather than indicative of broad labor-market weakness. While the unemployment rate ticked down to 4.2%, labor-force participation also fell, suggesting slower labor-force growth, rather than stronger employment gains, was the primary driver of the decline.
- Inflation accelerated in the second quarter, as headline Consumer Price Index inflation (CPI) rose 4.2% year-over-year (YoY) in May, up from 3.3% at the end of the first quarter. Energy prices were the key driver, rising 23.5% YoY, while core CPI rose a more moderate 2.9%. Producer Price Index (PPI) inflation rose 6.5% YoY, the highest rate since late 2022. Core PPI (ex. food, energy and trade services), increased 5.1%, suggesting that inflation pressures broadened across the economy rather than being confined to the energy sector.

U.S. Unemployment and Monthly Average Continued Claims



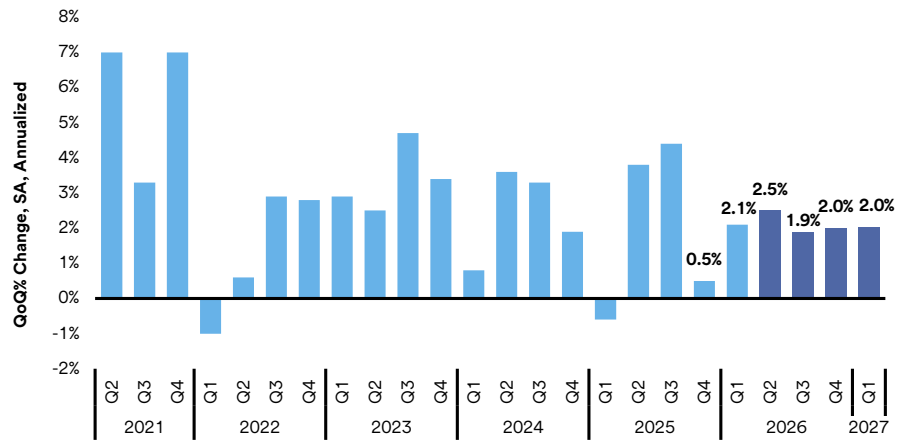
Source: Bloomberg.

U.S. Inflation Rate
Seasonally Adjusted (SA)



Source: Bureau of Labor Statistics.

U.S. GDP Growth

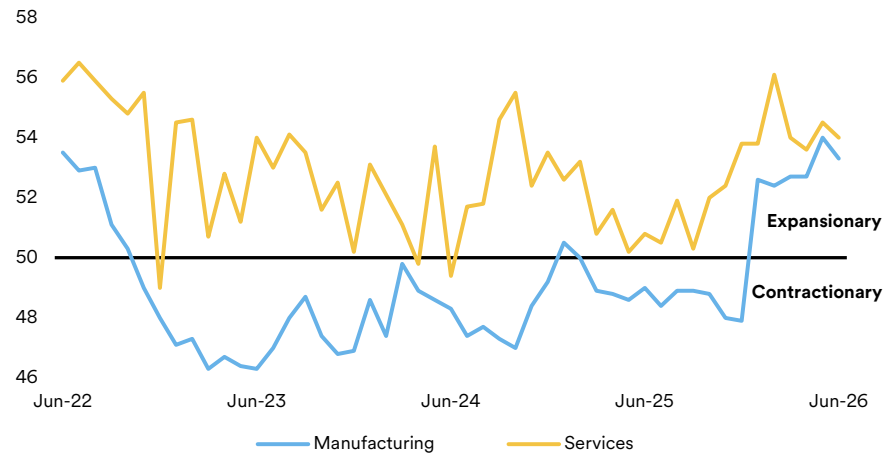


Source: Bloomberg. Light blue bars indicate actual numbers; dark blue bars indicate forecasted estimates.

WHAT WE'RE WATCHING

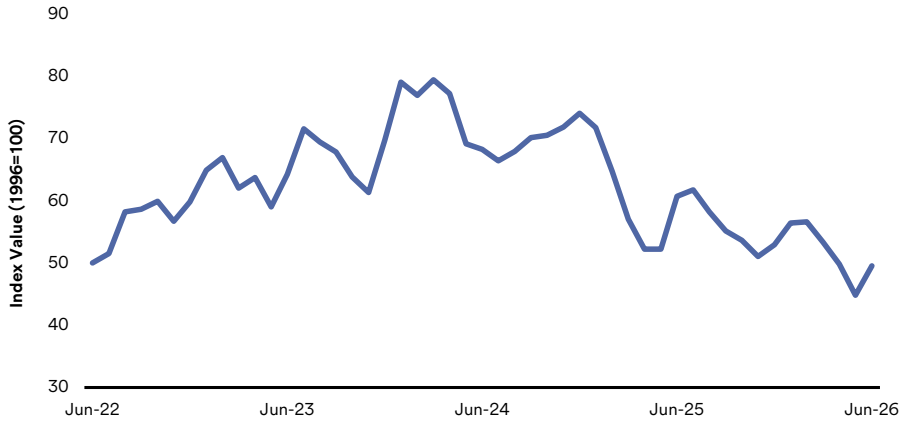
- The Federal Reserve (Fed) held its target rate at 3.75% through Q2. The Federal Open Market Committee meeting delivered a more hawkish message, removing language suggesting an easing bias, while the updated dot plot shifted from implying a 2026 rate cut to a potential rate hike. Outside the U.S., the European Central Bank hiked rates for the first time since 2023, citing energy inflation across the Eurozone. The Bank of Japan also raised interest rates, marking the highest rate in 31 years, citing concerns that energy related price pass-through could push consumer inflation above the 2% target.
- Consumer sentiment recovered from its May low but finished below its March level, with the University of Michigan Survey of Consumers, at 49.5 in June. Manufacturing and services indicators were also in expansionary territory at quarter-end, with the ISM U.S. PMI surveys reporting of 53.3 and 54.0, respectively.
- The conflict with Iran and the disrupted Middle Eastern oil supplies have been major market drags since the effective closure of the Strait of Hormuz. Energy alone drove more than 60% of May's headline inflation, however an interim peace deal brokered in June prompted a sharp pullback in oil prices. The Brent Crude spot price fell to near pre-conflict levels at quarter end. Shipping transit through the Strait has begun also to pick up, though it remains less than half the pre-war average. Any renewed disruption could have an impact on inflation and economic growth.

U.S. ISM Manufacturing & Services PMI



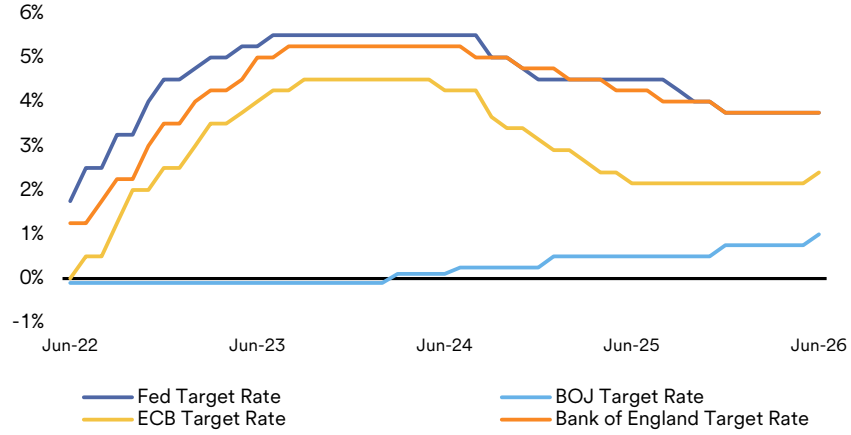
Source: Bloomberg.

University of Michigan Consumer Sentiment



Source: Bloomberg.

Global Central Bank Rates

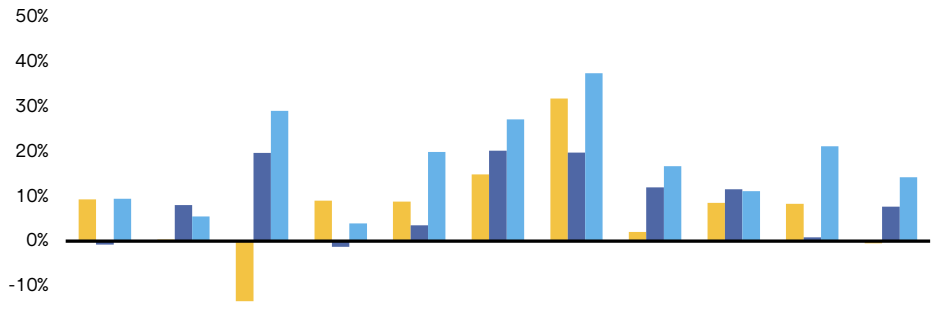


Source: Bloomberg.

DOMESTIC EQUITY

- Domestic equity markets advanced sharply in the second quarter of 2026. The S&P 500 Index returned 15.2% for the quarter and 10.2% year to date, while the Russell 3000 Index returned 15.4% for the quarter and 10.9% year to date.
- Within the S&P 500, nine of the 11 sectors posted positive returns. Information Technology led performance, returning 31.8%. Industrials also posted strong gains, returning 14.9%. The weakest sector was Energy, which declined 13.4%, followed by Utilities with a near-flat return of -0.5%.
- Small-cap stocks outperformed mid-and-large caps during the quarter, with the Russell 2000 Index returning 21.5%, while Russell 1000 Index returned 15.4% and Russell Midcap Index returned 13.8%. Growth stocks outpaced value stocks across all capitalizations, with small caps in particular seeing wider dispersion, as the growth benchmark outperformed the value benchmark by more than 8% for the quarter. This trend reversed in the last month of the quarter, with leadership rotating toward value across all capitalizations, and large cap growth seeing negative returns for the month of June.
- According to FactSet Earnings Insight (as of July 2, 2026), the expected Q2 2026 earnings growth is 23.3% YoY, up from 18.8% at the start of the quarter. If this estimate holds, it would mark the second consecutive quarter of earnings growth above 20% and the seventh straight quarter of double-digit earnings growth. Revenue growth is projected to be 12.2%, the strongest pace since Q2 2022, while S&P 500 net profit margins are expected to remain robust at 14.2%, near record levels. Looking ahead, analysts forecast earnings growth of 24.1% for full-year 2026, supported by continued strength in technology and energy-related earnings.
- At quarter end, the S&P 500's adjusted positive forward price-to-earnings ratio stood at 23.1, roughly in line with its five-year average of 23.1. The Russell 2000 Index, which represents small-cap stocks, posted an adjusted positive forward price-to-earnings ratio was 21.0, above its five-year average of 17.5.

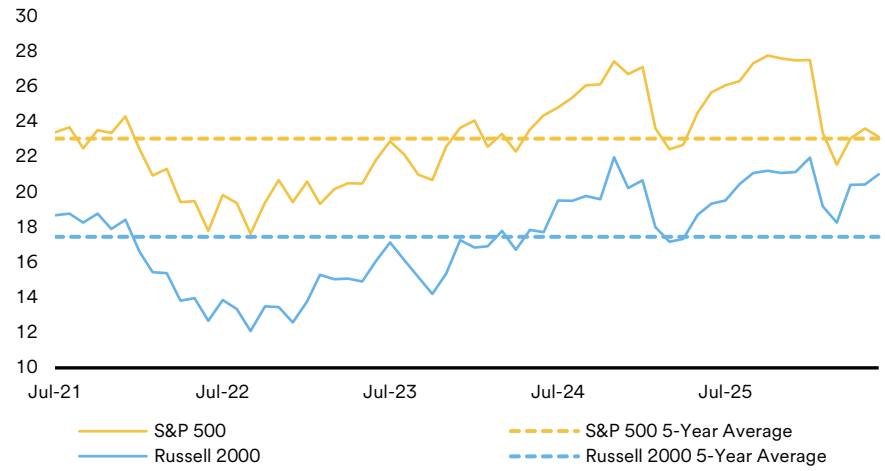
S&P 500 Index Performance by Sector
Periods Ended June 30, 2026



	Consumer Disc.	Consumer Staples	Energy	Financials	H'lthcare	Industrials	Info. Tech	Materials	Real Estate	Telecom	Utilities
QTD	9.3%	0.3%	-13.4%	9.0%	8.8%	14.9%	31.8%	2.0%	8.5%	8.3%	-0.5%
YTD	-0.8%	8.0%	19.7%	-1.3%	3.5%	20.2%	19.8%	12.0%	11.5%	0.8%	7.7%
1 Year	9.5%	5.5%	29.0%	3.9%	19.9%	27.1%	37.5%	16.7%	11.1%	21.1%	14.2%

Source: Bloomberg.

P/E Ratios of Major U.S. Stock Indices*

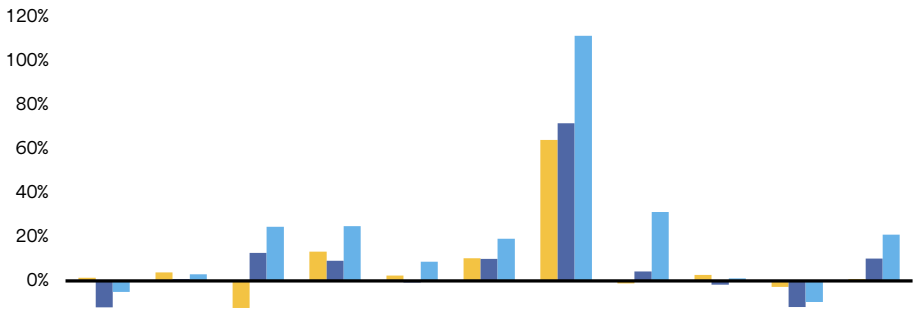


Source: Bloomberg.
**P/E ratios are calculated based on one-year forward estimates and adjusted to include only positive earnings results for consistency.*

INTERNATIONAL EQUITY

- International equity markets also posted strong gains in the second quarter. The MSCI AC World ex USA Index returned 14.5% for the quarter and 13.7% year to date. Developed ex-U.S. markets, represented by the MSCI EAFE Index, returned 10.8% for the quarter and 9.4% year to date. Emerging markets, represented by the MSCI Emerging Markets Index, returned 24.1% for the quarter and 23.8% year-to-date.
- Among the five largest-weighted countries in the MSCI EAFE Index, the MSCI Japan (+14.2%) and MSCI Switzerland (+12.2%) indices outperformed the broader index, while MSCI France (+8.7%), and MSCI Germany (+8.1%), and MSCI United Kingdom (+4.1%) indices underperformed.
- Within emerging markets (EM), MSCI Korea (+87.6%) and MSCI Taiwan (+48.9%) outperformed the MSCI Emerging Markets index, while MSCI China (-6.6%) and MSCI Brazil (-8.23%) returned negative for the quarter.
- International sector level performance was uneven, with three of the 11 sectors posting negative returns. The leading sector, Information Technology, returned 64.1% for the quarter. Financials returned 13.2% for the quarter, while Energy declined 12.3%, reversing strong gains earlier in the year.
- Value and growth stocks both posted positive returns outside the U.S. The MSCI ACWI ex U.S. Growth Index returned 17.0% for the quarter, while the MSCI ACWI ex U.S. Value Index returned 12.2%. Within emerging markets, growth (MSCI EM Growth) returned 26.0%, ahead of value (MSCI EM Value) at 20.7%.
- International equity valuations finished the quarter above recent averages for developed markets and near longer-term averages for emerging markets. The MSCI EAFE adjusted positive forward P/E ratio stood at 17.1 versus a five-year average of 15.3, while the MSCI Emerging Markets adjusted positive forward P/E ratio was 12.8 versus a five-year average of 12.9.

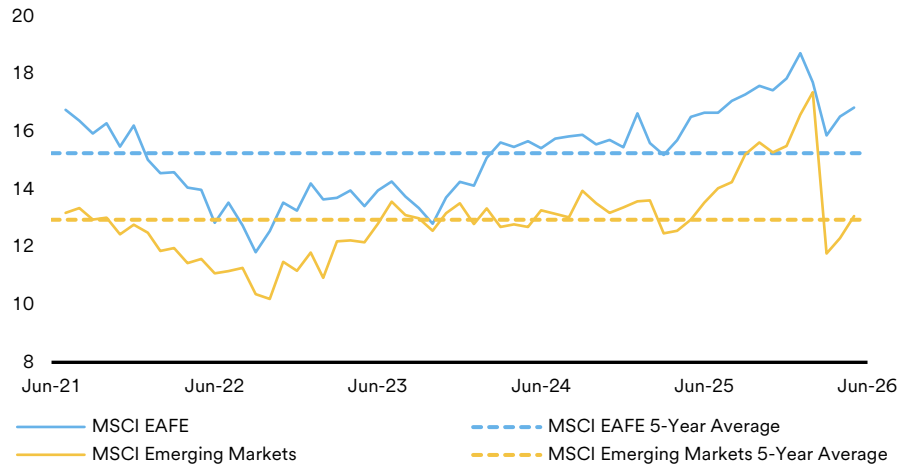
MSCI ACWI ex-U.S. Sectors
Periods Ended June 30, 2026



	Consumer Disc.	Consumer Staples	Energy	Financials	Healthcare	Industrials	Info Tech	Materials	Real Estate	Telecom	Utilities
QTD	1.4%	3.8%	-12.3%	13.2%	2.4%	10.2%	64.1%	-1.1%	2.7%	-2.8%	0.9%
YTD	-12.1%	0.8%	12.7%	9.1%	-0.8%	10.0%	71.6%	4.2%	-1.8%	-12.0%	10.2%
1 Year	-5.0%	3.0%	24.6%	24.8%	8.6%	19.2%	111.4%	31.2%	1.1%	-9.7%	20.9%

Source: Bloomberg.

P/E Ratios of MSCI Equity Indices*

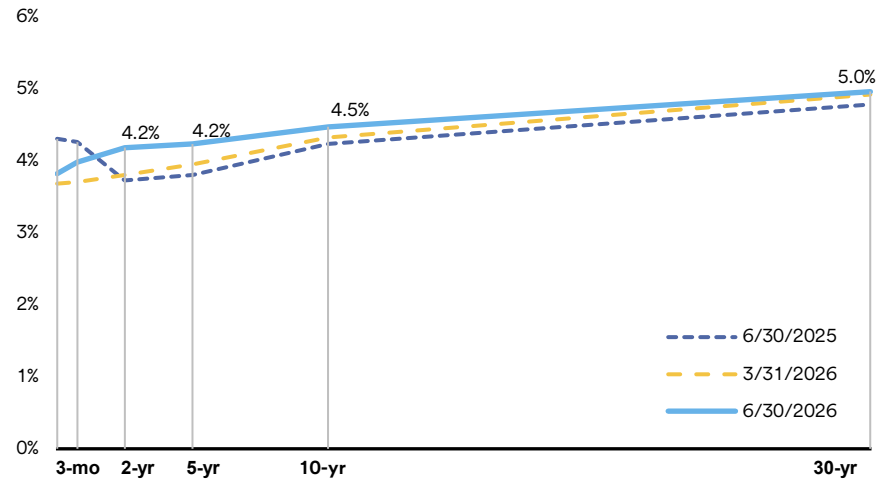


Source: Bloomberg.
**P/E ratios are calculated based on one-year forward estimates and adjusted to include only positive earnings results for consistency.*

FIXED INCOME

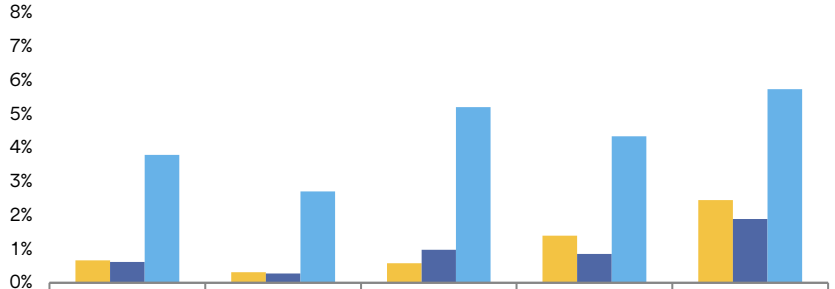
- The U.S. bond market, as represented by the Bloomberg U.S. Aggregate Index, returned 0.7% in the second quarter of 2026 and 0.6% year to date. Intermediate government/credit bonds returned 0.4% for the quarter, while short-term Treasury bonds, represented by the Bloomberg U.S. Treasury 1-3 Year Index, returned 0.4%.
- The Bloomberg U.S. Treasury Index returned 0.3% in the second quarter as treasury yields moved modestly upwards. While the Fed held rates steady, treasury yields moved higher as investors reassessed the potential rate path. The 2-year Treasury yield rose from 3.8% at the end of March to 4.2% at quarter end, while the 10-year Treasury yield rose from 4.3% to 4.5%. The 30-year Treasury yield stayed near flat, rising 4 basis points to 5.0%. As of the quarter end, the market has priced in a 50% probability of a rate-hike at the September meeting.
- Credit markets generated positive returns during the quarter. The Bloomberg U.S. Corporate Index returned 1.4%, while the ICE BofA U.S. High Yield Index returned 2.5%. Investment-grade spreads narrowed to 74 basis points (bps) from 89 bps at the end of March, nearing the year-to-date tights of 71 bps set in January. High-yield spreads also narrowed to 270bps from 317bps. Both sit well below their long-term averages.

U.S. Treasury Yield Curve



Source: Bloomberg.

Returns for Fixed-Income Segments
Periods Ended June 30, 2026



	Blmbg U.S. Aggregate	Blmbg U.S. Treasury	Blmbg U.S. MBS	Blmbg U.S. Corporate	ICE BofA U.S. HY
QTD	0.7%	0.3%	0.6%	1.4%	2.5%
YTD	0.6%	0.3%	1.0%	0.9%	1.9%
1 Year	3.8%	2.7%	5.2%	4.3%	5.7%

Source: Bloomberg.

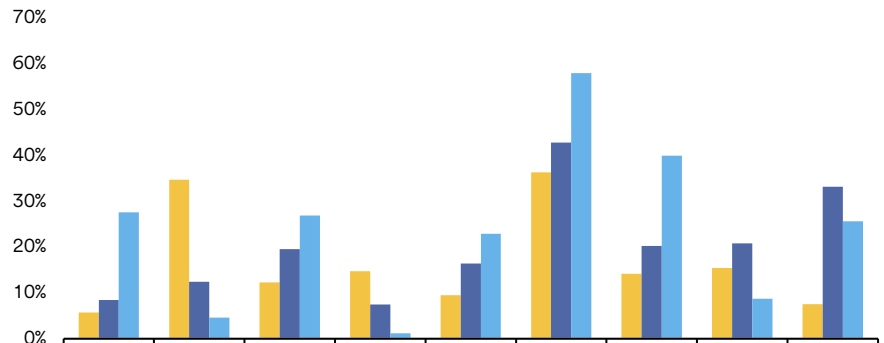
LISTED REAL ASSETS

- Real estate investment trusts (REITs), as measured by the FTSE NAREIT All Equity REITs Index, returned 10.7% for the quarter and 14.9% year-to-date. Within listed real estate, Office and Lodging/Resorts were the strongest subsectors, returning 34.7% and 36.3%, respectively. The weakest sectors were Data Centers (+7.5%) and Industrial (+5.7%).
- Performance of listed infrastructure lagged broader global equities as represented by the FTSE Global Core Infrastructure 50/50 Index, returning 2.3% in the second quarter and 10.7% year to date. The exposure to U.S. midstream energy was a drag for the quarter as energy prices fell in anticipation of a resolution in Iran, while listed infrastructure benefited from global exposure to utilities and transport.

ALTERNATIVES

- Within private real assets, private real estate, as measured by the NCREIF Property Index, gained 1.2% in the fourth quarter of 2025. This was primarily driven by income return as capital return (price change less any capital expenditures) was flat for the quarter. Eight of the property sectors produced positive total returns. Senior housing continued to lead with a return of 3.3%, up from 2.9% during the third quarter.
- According to PitchBook, private infrastructure funds posted returns of 0.5% in the fourth quarter of 2025. Within infrastructure, datacenter demand continued to drive fundraising in Q1 2026. Infrastructure and real estate funds investing exclusively in datacenters and telecom infrastructure collectively raised $26 billion in 2025.
- Private debt, as measured by the Cliffwater Direct Lending Index, continued to see steady performance, reporting a 2.1% return for the fourth quarter. Income remained high, delivering a 2.4% return in the fourth quarter. Realized losses remain substantially below their long-term historical average, while unrealized losses increased slightly, signaling a modest pickup in future credit losses.
- According to PitchBook, private equity funds returned 3.8% in the fourth quarter of 2025 and have generated an annualized return of 14.2% for the five years. The slowing of private equity fundraising activity extended into Q1 2026, with the strategy's rolling 12-month fundraising figure falling for an eighth consecutive quarter.

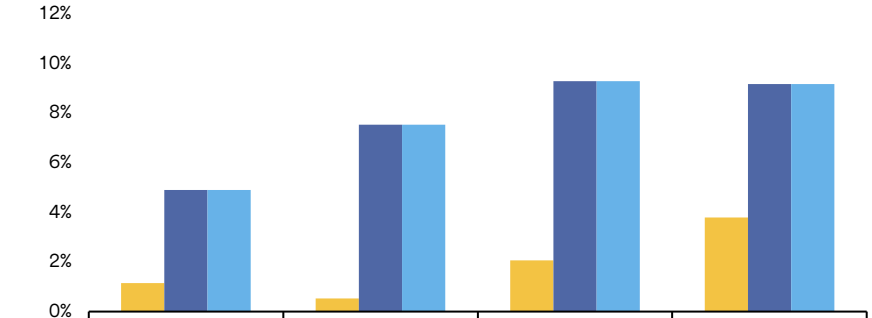
Listed Real Estate Returns by Sector



	Industrial	Office	Retail	Residential	Diversified	Lodging/ Resorts	Healthcare	Self-Storage	Data Centers
QTD	5.7%	34.7%	12.3%	14.7%	9.5%	36.3%	14.1%	15.4%	7.5%
YTD	8.4%	12.4%	19.5%	7.5%	16.4%	42.8%	20.2%	20.8%	33.2%
1 Year	27.6%	4.6%	26.9%	1.2%	22.9%	57.9%	39.9%	8.7%	25.6%

Source: Bloomberg.

Returns for Private Capital Assets
Periods Ended December 31, 2025*



	Private Real Estate	Private Infrastructure	Private Debt	Private Equity
QTD	1.2%	0.5%	2.1%	3.8%
YTD	4.9%	7.5%	9.3%	9.2%
1 Year	4.9%	7.5%	9.3%	9.2%

Source: NCREIF, PitchBook, Cliffwater.
**The most recent period for which all performance data is available.*

Factors to Consider Over the Next 6-12 Months

Monetary Policy (Global):

- The Federal Reserve held rates steady at Chair Warsh's first meeting and removed forward guidance while shifting its focus to price stability. The June "dot plot" shifted more hawkish.
- Global central banks diverged, with ECB and BoJ hiking on persistent inflation while others remain on hold.

Economic Growth (Global):

- Global growth prospects improved following easing Middle East tensions, easing a key overhang on global supply chains and energy prices.
- AI-related productivity boost and easing tariff pressures are expected to mitigate downside risks to global growth amid geopolitical uncertainty and signs of softer consumer demand.

Inflation (U.S.):

- Headline inflation remains above target but may be at or near its peak as falling oil prices provide a disinflationary impulse.
- While long-run inflation expectations remain anchored, the Fed remains focused on the passthrough of higher energy prices into core inflation.

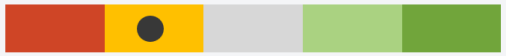
Financial Conditions (U.S.):

- Equity and fixed-income markets largely looked through the Middle East conflict, remaining focused on fundamentals and earnings strength.
- Recent capital raises amidst strong corporate fundamentals along with credit spreads near historical tights reflect steady financial conditions.

Consumer Spending (U.S.):

- Consumer spending remained resilient amidst high energy prices, supported by higher-income households while affordability pressures persist for lower-income consumers.
- Real wages have turned modestly negative as inflation outpaces nominal wage gains, eroding purchasing power. Savings rate at multi-year lows.

Labor Markets (U.S.):



- Recent payroll gains exceeding expectations and the unemployment rate holding steady. Falling labor force participation a concern.
- Hiring breadth remains narrow, concentrated in healthcare and social assistance.
- The "low-hire, low-fire" dynamic persists, with labor demand stable but hiring activity subdued.

Corporate Fundamentals:

- Earnings growth expectations continued to improve for 2026 and 2027 across global equities with double digit growth expected across U.S. and international equity benchmarks.
- In the U.S., AI related capex spend, M&A, tax changes and rising profit margins are positives.

Valuations:

- Valuations across U.S. equities and credit markets reflect resilient growth, strong earnings growth and profit margins.
- Equity markets recovered strongly in Q1 leading to valuations higher than averages.

Political/Policy Risks:

- Conflict with Iran and the ongoing geopolitical uncertainty remain center stage even as MoU is signed to resolve the U.S.-Iran conflict.
- Tariff-related uncertainty and upcoming mid-term elections in the U.S. also warrant attention.

● **Current outlook** ○ **Outlook one quarter ago**

Stance Unfavorable to Risk Assets | Negative | Slightly Negative | Neutral | Slightly Positive | Positive | **Stance Favorable to Risk Assets**

Statements and opinions expressed about the next 6-12 months were developed based on our independent research with information obtained from Bloomberg. The views expressed within this material constitute the perspective and judgment of PFM Asset Management, a division of U.S. Bancorp Asset Management, Inc., at the time of distribution (June 30, 2026) and are subject to change. Information is obtained from sources generally believed to be reliable and available to the public; however, we cannot guarantee its accuracy, completeness, or suitability.

Long-Term Strategic Approach to Private Capital/Alternatives

Sub Asset Class	Long Term Strategic View	Recent Trends (as of 2026 Q2)
Private Equity	Provide attractive returns with lower correlations to public market equities due to their ability to invest in early-stage growth companies or ability to turnaround a struggling firm	• Exit activity continues to improve, supported by recovering M&A and IPO markets, though still below peak 2021 levels • GP led continuation vehicles and secondary transactions remain important liquidity solutions amid longer hold periods • Fundraising remains challenging, but investment activity has stabilized as sponsors deploy significant dry powder • Venture capital activity remains concentrated in AI-related businesses, particularly semiconductors, LLMs, and automation applications
Private Debt	Provides higher returns than the public market debt due to the ability to customize terms and floating rate structure of most notes	• Private credit continues to gain market share as banks reduce lending exposure and borrowers seek flexible capital solutions • Yields remain attractive versus public credit markets despite ongoing spread compression and increased competition among lenders • Fundraising remains resilient, concentrated in direct lending, while deal activity has moderated from recent peaks • Credit selection remains critical as default rates trend higher and performance dispersion increases across borrowers
Real Assets Real Estate Infrastructure	Provides exposure to inflation sensitive assets that typically generate returns from a combination of capital appreciation and income generation	• Real Estate: Transaction activity continues to recover as price discovery improves; industrial and residential sectors remain more resilient than office properties. Refinancing needs and elevated office stress continue to create opportunities • Infrastructure: Structural demand remains strong, supported by electrification, renewable energy investment, and power grid modernization, while data center expansion and rising electricity demand continue to support long term opportunities
Diversifying Assets Hedge Funds	Expected to lower the volatility and correlation within portfolios while providing access to esoteric strategies	• Hedge funds continue to benefit from higher interest rates, supporting carry-oriented and relative value strategies, while elevated market volatility are creating favorable environment • Macro, relative value, and equity long/short strategies are best positioned • Diversification benefits have improved as correlations remain low

The view expressed within this material constitute the perspective and judgment of PFM Asset Management, a division of U.S. Bancorp Asset Management, Inc. at the time of distribution (June 30, 2026) and are subject to change.

Investment Strategy Overview

Asset Class	Our Q3 2026 Investment Outlook	Comments
U.S. Equities		• The U.S.-Iran conflict has largely been resolved following the signing of an MoU, though some uncertainty remains and could affect energy prices and the inflation outlook, thereby impacting risk assets. • Underlying fundamentals remain supportive of positive equity returns, with corporate earnings expected to grow at a high double-digit pace. • Equity market broadening and strong earnings growth led us to modestly overweight domestic small caps in Q1, prior to the U.S.-Iran conflict. The subsequent recovery in valuations led us to close the overweight position and realign portfolios with strategic targets.
Large-Caps		
Small-Caps		
Non-U.S. Equities		• Several major central banks outside the U.S. have begun raising rates in response to near-term inflation pressures. At the same time, relatively attractive valuations and strong earnings growth provide a cushion against rising inflation expectations. • Emerging markets have been strong performers this year, driven by a rally in semiconductor-related companies, particularly in Korea and Taiwan. Earnings and profit margin estimates for EM equities continue to improve, while valuations remain attractive. However, a concentrated return profile, potential Fed rate hikes, and geopolitical uncertainty lead us to maintain an equal-weight allocation.
Developed Markets		
Emerging Markets		
Fixed Income		• The Fed remains on hold, with its June projections signaling a more hawkish stance. Future rate decisions will be dependent on inflation moving closer to 2%, as energy-related pressures ease. Increased uncertainty around the rate path is expected to weigh on risk assets. • Absolute yield levels remain attractive, while credit spreads are near historical lows. Returns are expected to be driven primarily by yield/carry rather than price appreciation. Strong profit margins, continued issuance, ongoing share buybacks, and active M&A activity point to a healthy corporate environment that remains supportive of credit spreads. • We remain neutral across both duration and credit sectors.
Core Bonds		
Investment Grade Credit		
High Yield Credit		
Diversifying Assets		• Listed REITs recovered more strongly than listed infrastructure in Q2 as the economic resilience narrative gained traction. However, the long-duration and rate-sensitive nature of both asset classes leads us to maintain a neutral stance. • In addition to providing diversified sources of return, improving sentiment around AI continues to support data center and utility buildout, creating a favorable tailwind for listed real assets.
Listed Real Estate		
Listed Global Infrastructure		

Current outlook **Outlook one quarter ago**

Negative	Slightly Negative	Neutral	Slightly Positive	Positive

The view expressed within this material constitute the perspective and judgment of PFM Asset Management, a division of U.S. Bancorp Asset Management, Inc., at the time of distribution (June 30, 2026) and are subject to change.

Sources

FactSet

Bloomberg

NCREIF

PitchBook

Cliffwater

U.S. Bureau of Economic Analysis (BEA)

University of Michigan

WTO in partnership with AXSMarine

Disclosures

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Plan Performance Summary

Asset Allocation & Performance

	Allocation		Performance(%)						
	Market Value ($)	%	1 Quarter	Year To Date	1 Year	3 Years	5 Years	Since Inception	Inception Date
Total Fund	**4,342,727**	**100.00**	**7.56**	**6.12**	**12.95**	**11.39**	**5.44**	**6.45**	**02/01/2021**
Blended Benchmark			7.80	6.32	13.94	11.94	5.69	6.39	02/01/2021
Domestic Equity	**1,440,824**	**33.18**							
First American Multi-Manager Domestic Equity Fund	1,440,824	33.18	15.44	10.36	22.36	19.01	11.14	13.30	02/01/2021
Russell 3000 Index			*15.43*	*10.86*	*22.81*	*20.35*	*12.30*	*14.33*	*02/01/2021*
Schwab US Large-Cap ETF - 39.9%			15.08	10.04	21.67	20.52	12.70	19.74	06/01/2024
Russell 1000 Index			*15.13*	*10.32*	*22.01*	*20.47*	*12.66*	*19.84*	*06/01/2024*
Lazard US Equity Enhanced - 24.7% (^)			N/A	N/A	N/A	N/A	N/A	N/A	07/01/2026
Russell 1000 Index			*15.13*	*10.32*	*22.01*	*20.47*	*12.66*	*N/A*	*07/01/2026*
Aristotle Atlantic Core Equity - 15.1% (^)			14.57	9.88	21.92	21.76	N/A	11.72	11/01/2021
Russell 1000 Index (since 8/1/24, Russell 3000 prior)			*15.13*	*10.32*	*22.01*	*20.38*	*12.32*	*11.70*	*11/01/2021*
Putnam US Core Equity - 14.9% (^)			13.21	7.56	21.10	N/A	N/A	14.64	12/01/2024
Russell 1000 Index			*15.13*	*10.32*	*22.01*	*20.47*	*12.66*	*15.64*	*12/01/2024*
Osterweis Small Cap Growth - 2.7% (^)			36.53	30.67	N/A	N/A	N/A	30.53	12/01/2025
Russell 2000 Growth Index			*25.71*	*22.18*	*38.74*	*18.44*	*5.57*	*20.61*	*12/01/2025*
PIMCO RAE US Small Cap - 2.5%			19.74	20.98	36.87	21.52	11.92	35.73	08/01/2025
Russell 2000 Value Index			*17.19*	*22.99*	*43.01*	*18.73*	*8.23*	*40.52*	*08/01/2025*
International Equity	**734,283**	**16.91**							
First American Multi-Manager International Equity Fund	734,283	16.91	12.39	13.29	22.17	17.52	7.06	8.25	02/01/2021
MSCI AC World ex USA (Net)			*14.49*	*13.68*	*27.66*	*18.82*	*8.79*	*9.80*	*02/01/2021*
WCM Focused International Equity - 15.1% (^)			18.28	17.54	13.97	17.16	7.24	8.86	02/01/2021
MSCI AC World ex USA (Net)			*14.49*	*13.68*	*27.66*	*18.82*	*8.79*	*9.80*	*02/01/2021*
Ninety One Int'l Dynamic Equity - 14.9% (^)			11.91	11.36	18.67	18.67	N/A	9.46	12/01/2021
MSCI AC World ex USA (Net)			*14.49*	*13.68*	*27.66*	*18.82*	*8.79*	*10.89*	*12/01/2021*
Acadian Non-U.S. Equity - 7.6% (^)			12.94	11.23	24.19	21.99	11.38	12.78	02/01/2021
Schwab International Equity ETF - 40.4%			14.77	15.06	29.35	19.39	10.32	22.01	09/01/2024
MSCI EAFE (net)			*10.82*	*9.44*	*20.23*	*16.44*	*9.05*	*16.92*	*09/01/2024*
Schwab Emerging Markets Equity ETF - 12.9%			11.93	9.27	22.93	16.98	4.80	19.87	09/01/2024
MSCI EM (net)			*24.05*	*23.85*	*43.51*	*23.03*	*7.20*	*30.25*	*09/01/2024*

Returns are net of mutual fund fees and are expressed as percentages.
(^) Performance information is gross of fees and reflects sleeve level information (not specific to this client/investor). It is provided by sub-advisers of the First American Multi-Manager Equity Fund, First American Multi-ManagerInternational Equity Fund and First American Multi-Manager Fixed-Income Fund.

Asset Allocation & Performance

	Allocation		Performance(%)						
	Market Value ($)	%	1 Quarter	Year To Date	1 Year	3 Years	5 Years	Since Inception	Inception Date
Fixed Income	**2,127,006**	**48.98**							
First American Multi-Manager Fixed Income Fund	2,127,006	48.98	0.76	0.74	3.98	4.75	0.51	0.42	02/01/2021
Blmbg. U.S. Aggregate			*0.67*	*0.62*	*3.79*	*4.16*	*0.08*	*-0.09*	*02/01/2021*
PGIM Core Fixed - 35.7% (^)			0.84	0.87	4.43	5.02	0.53	0.39	02/01/2021
TIAA Core Fixed - 35.9% (^)			1.12	1.21	4.98	5.26	0.58	0.49	02/01/2021
Blmbg. U.S. Aggregate			*0.67*	*0.62*	*3.79*	*4.16*	*0.08*	*-0.09*	*02/01/2021*
USBAM Core Fixed - 9.9% (^)			0.60	0.73	N/A	N/A	N/A	1.23	11/01/2025
Blmbg. U.S. Aggregate			*0.67*	*0.62*	*3.79*	*4.16*	*0.08*	*1.09*	*11/01/2025*
iShares Core U.S. Aggregate Bond ETF - 5.4%			0.67	0.71	3.80	4.16	0.09	0.28	05/01/2021
Blmbg. U.S. Aggregate			*0.67*	*0.62*	*3.79*	*4.16*	*0.08*	*0.28*	*05/01/2021*
iShares 10-20 Year Treasury Bond ETF - 1.4%			0.78	0.59	3.18	0.98	-4.08	2.72	03/01/2024
ICE U.S. Treasury 10-20 Year Bond Index			*0.81*	*0.64*	*3.30*	*1.05*	*-4.06*	*2.81*	*03/01/2024*
PineBridge IG Credit - 4.9% (^)			1.44	0.95	4.62	5.76	0.49	0.59	02/01/2021
Blmbg. U.S. Credit Index			*1.33*	*0.85*	*4.34*	*5.19*	*0.38*	*0.34*	*02/01/2021*
Brown Bros. Harriman Structured - 6.5% (^)			1.08	1.73	4.06	7.07	4.15	4.12	02/01/2021
ICE BofA ABS Fxd & Flting Rate AA-BBB Idx			*1.08*	*1.63*	*4.42*	*6.62*	*3.25*	*3.18*	*02/01/2021*
Cash Equivalent	**40,614**	**0.94**							
Allspring Government Money Market Fund	40,614	0.94	0.88	1.77	3.83	4.59	3.50	3.23	02/01/2021
ICE BofA 3 Month U.S. T-Bill			*0.88*	*1.74*	*3.84*	*4.64*	*3.52*	*3.25*	*02/01/2021*

Returns are net of mutual fund fees and are expressed as percentages.
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Comparative Performance - Calendar Year

	Year To Date	2025	2024	2023	2022	2021
Total Fund	**6.12**	**13.63**	**8.98**	**12.69**	**-14.95**	**N/A**
Blended Benchmark	*6.32*	*14.66*	*9.11*	*13.79*	*-15.28*	*N/A*
Domestic Equity						
First American Multi-Manager Domestic Equity Fund	10.36	16.92	21.53	22.05	-18.97	26.28
Russell 3000 Index	*10.86*	*17.15*	*23.81*	*25.96*	*-19.21*	*25.66*
Schwab US Large-Cap ETF - 39.9%	10.04	17.42	24.90	26.86	-19.44	26.74
Russell 1000 Index	*10.32*	*17.37*	*24.51*	*26.53*	*-19.13*	*26.45*
Lazard US Equity Enhanced - 24.7% (^)	N/A	N/A	N/A	N/A	N/A	N/A
Russell 1000 Index	*10.32*	*17.37*	*24.51*	*26.53*	*-19.13*	*26.45*
Aristotle Atlantic Core Equity - 15.1% (^)	9.88	19.50	27.91	23.37	-21.43	N/A
Russell 1000 Index (since 8/1/24, Russell 3000 prior)	*10.32*	*17.37*	*24.26*	*25.96*	*-19.21*	*25.66*
Osterweis Small Cap Growth - 2.7% (^)	30.67	N/A	N/A	N/A	N/A	N/A
Russell 2000 Growth Index	*22.18*	*13.01*	*15.15*	*18.66*	*-26.36*	*2.83*
Putnam US Core Equity - 14.9% (^)	7.56	18.43	N/A	N/A	N/A	N/A
Russell 1000 Index	*10.32*	*17.37*	*24.51*	*26.53*	*-19.13*	*26.45*
International Equity						
First American Multi-Manager International Equity Fund	13.29	29.51	5.41	14.63	-20.79	9.38
MSCI AC World ex USA (Net)	*13.68*	*32.39*	*5.53*	*15.62*	*-16.00*	*7.82*
WCM Focused International Equity - 15.1% (^)	17.54	22.28	9.11	18.14	-28.14	18.78
Ninety One Int'l Dynamic Equity - 14.9% (^)	11.36	31.31	9.21	13.61	-19.77	N/A
MSCI AC World ex USA (Net)	*13.68*	*32.39*	*5.53*	*15.62*	*-16.00*	*7.82*
Acadian Non-U.S. Equity - 7.6% (^)	11.23	35.11	10.43	15.37	-12.37	14.31
Schwab International Equity ETF - 40.4%	15.06	34.47	3.46	18.28	-14.90	11.42
MSCI EAFE (net)	*9.44*	*31.22*	*3.82*	*18.24*	*-14.45*	*11.26*
Schwab Emerging Markets Equity ETF - 12.9%	9.27	25.85	11.59	7.96	-17.10	-0.72
MSCI EM (net)	*23.85*	*33.57*	*7.50*	*9.83*	*-20.09*	*-2.54*

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Comparative Performance - Calendar Year

	Year To Date	2025	2024	2023	2022	2021
Fixed Income						
First American Multi-Manager Fixed Income Fund	0.74	7.04	2.57	6.70	-13.06	-0.85
Blmbg. U.S. Aggregate	*0.62*	*7.30*	*1.25*	*5.53*	*-13.01*	*-1.55*
PGIM Core Fixed - 35.7% (^)	0.87	7.82	2.33	6.70	-13.76	-0.98
TIAA Core Fixed - 35.9% (^)	1.21	8.13	2.82	6.35	-14.23	-0.64
USBAM Core Fixed - 9.9% (^)	0.73	N/A	N/A	N/A	N/A	N/A
iShares Core U.S. Aggregate Bond ETF - 5.4%	0.71	7.19	1.37	5.59	-13.06	-1.67
Blmbg. U.S. Aggregate	*0.62*	*7.30*	*1.25*	*5.53*	*-13.01*	*-1.55*
iShares 10-20 Year Treasury Bond ETF - 1.4%	0.59	6.39	-4.00	3.97	-25.44	-5.33
ICE U.S. Treasury 10-20 Year Bond Index	*0.64*	*6.53*	*-3.98*	*3.32*	*-25.20*	*-5.00*
PineBridge IG Credit - 4.9% (^)	0.95	8.17	2.61	8.40	-15.83	0.02
Blmbg. U.S. Credit Index	*0.85*	*7.83*	*2.03*	*8.18*	*-15.26*	*-1.08*
Brown Bros. Harriman Structured - 6.5% (^)	1.73	6.26	8.26	7.90	-3.87	3.01
ICE BofA ABS Fxd & Flting Rate AA-BBB Idx	*1.63*	*6.22*	*7.29*	*8.23*	*-6.33*	*1.77*
Cash Equivalent						
Allspring Government Money Market Fund	1.77	4.18	5.15	4.98	1.47	0.01
ICE BofA 3 Month U.S. T-Bill	*1.74*	*4.18*	*5.25*	*5.02*	*1.46*	*0.05*

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Account Reconciliation

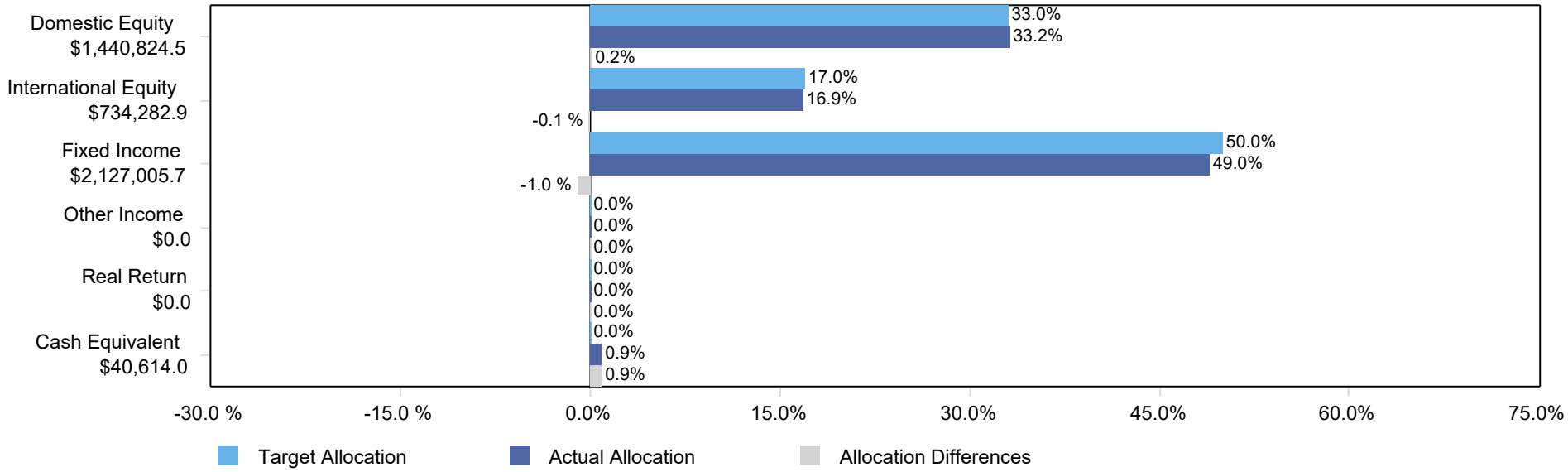
QTR	Market Value As of 04/01/2026	Net Flows	Return On Investment	Market Value As of 06/30/2026
Total Fund	3,944,353	98,339	300,035	4,342,727

YTD	Market Value As of 01/01/2026	Net Flows	Return On Investment	Market Value As of 06/30/2026
Total Fund	3,880,537	216,577	245,613	4,342,727

1 Year	Market Value As of 07/01/2025	Net Flows	Return On Investment	Market Value As of 06/30/2026
Total Fund	3,430,403	439,019	473,305	4,342,727

Asset Allocation Compliance - Total Fund

	Asset Allocation (%)	Target Allocation (%)	Minimum Allocation (%)	Maximum Allocation (%)	Differences (%)
Total Fund	**100.0**	**100.0**	**N/A**	**N/A**	**0.0**
Domestic Equity	33.2	33.0	13.0	53.0	0.2
International Equity	16.9	17.0	0.0	37.0	-0.1
Fixed Income	49.0	50.0	30.0	70.0	-1.0
Other Income	0.0	0.0	0.0	20.0	0.0
Real Return	0.0	0.0	0.0	20.0	0.0
Cash Equivalent	0.9	0.0	0.0	20.0	0.9



Historical Hybrid Composition - Blended Benchmark

Allocation Mandate	Weight (%)
Feb-2021	
Russell 3000 Index	33.0
MSCI AC World ex USA (Net)	17.0
Blmbg. U.S. Aggregate	50.0

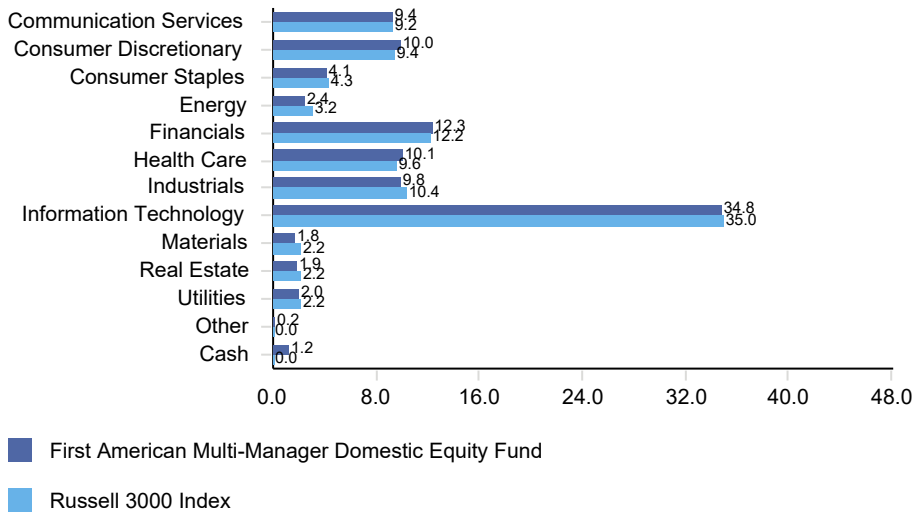
Investment Manager Review

First American Multi-Manager Domestic Equity vs. Russell 3000 Index

Portfolio Characteristics

	Portfolio	Benchmark
Wtd. Avg. Mkt. Cap ($M)	1,276,466	1,235,924
Median Mkt. Cap ($M)	14,970	2,725
Price/Earnings ratio	26.82	26.91
Price/Book ratio	5.21	5.09
5 Yr. EPS Growth Rate (%)	23.42	23.65
Current Yield (%)	1.03	1.12
Number of Stocks	1,078	2,998

Sector Weights (%)



Top Ten Holdings

	Portfolio Weight (%)	Benchmark Weight (%)	Active Weight (%)	Quarterly Return (%)
NVIDIA Corporation	6.69	6.44	0.25	14.86
Apple Inc	5.78	5.77	0.01	14.12
Microsoft Corp	4.05	3.82	0.23	0.99
Amazon.com Inc	3.45	3.19	0.26	14.44
Alphabet Inc	3.04	2.87	0.17	24.35
Broadcom Inc	2.79	2.42	0.37	22.25
Alphabet Inc	2.48	2.32	0.16	23.25
Meta Platforms Inc	1.99	1.71	0.28	-1.46
Micron Technology Inc.	1.73	1.80	-0.07	241.67
JPMorgan Chase & Co	1.43	1.21	0.22	11.84
% of Portfolio	33.43	31.55	1.88	

Ten Best Performers

	Portfolio Weight (%)	Benchmark Weight (%)	Active Weight (%)
MaxLinear Inc	0.03	0.01	0.02
Astera Labs Inc	0.06	0.10	-0.04
Sandisk Corp	0.12	0.46	-0.34
Micron Technology Inc.	1.73	1.80	-0.07
Intel Corp	0.69	0.84	-0.15
Marvell Technology Inc	0.27	0.36	-0.09
Vishay Intertechnology Inc.	0.05	0.01	0.04
CREDO TECHNOLOGY GROUP HOLDING LTD	0.03	0.06	-0.03
Advanced Micro Devices Inc	1.43	1.30	0.13
Dell Technologies Inc	0.12	0.18	-0.06
% of Portfolio	4.53	5.12	-0.59

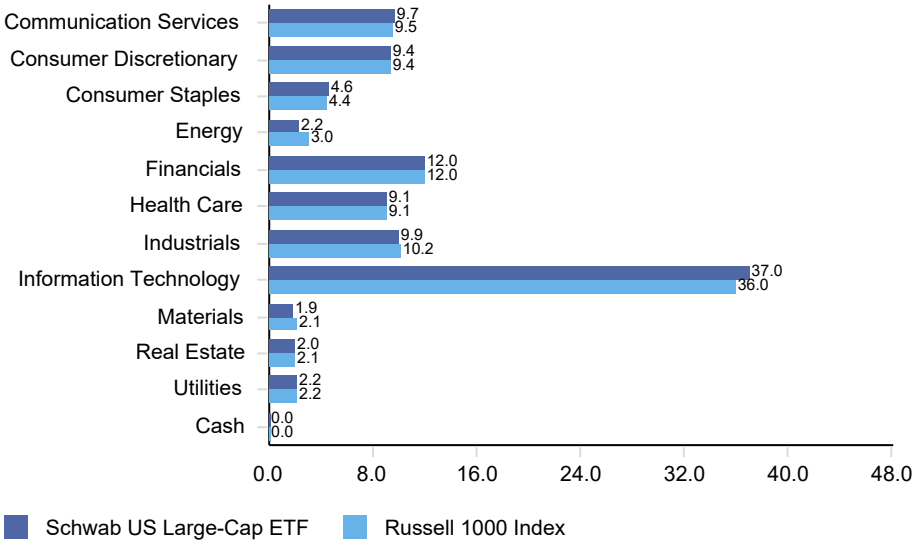
The fund characteristics and top holdings shown above are based on a look-through of any underlying mutual funds or ETFs held within the Fund. ETF holdings are available daily, while mutual fund holdings are only published on a monthly or quarterly basis. As a result, holdings used for the look-through of third-party mutual funds may be as of the prior month or quarter end depending on the most recent information available at the time this report was published.

Schwab US Large-Cap ETF vs. Russell 1000 Index

Portfolio Characteristics

	Portfolio	Benchmark
Wtd. Avg. Mkt. Cap ($M)	1,346,381	1,291,749
Median Mkt. Cap ($M)	25,902	16,824
Price/Earnings ratio	27.40	27.23
Price/Book ratio	5.44	5.30
5 Yr. EPS Growth Rate (%)	24.33	23.91
Current Yield (%)	1.10	1.12
Number of Stocks	751	1,023

Sector Weights (%)



Top Ten Holdings

	Portfolio Weight (%)	Benchmark Weight (%)	Active Weight (%)	Quarterly Return (%)
NVIDIA Corporation	7.22	6.73	0.49	14.86
Apple Inc	6.33	6.03	0.30	14.12
Microsoft Corp	4.13	4.00	0.13	0.99
Amazon.com Inc	3.48	3.33	0.15	14.44
Alphabet Inc	3.12	3.00	0.12	24.35
Broadcom Inc	2.67	2.53	0.14	22.25
Alphabet Inc	2.49	2.42	0.07	23.25
Micron Technology Inc.	1.94	1.88	0.06	241.67
Meta Platforms Inc	1.84	1.79	0.05	-1.46
Tesla Inc	1.76	1.77	-0.01	13.14
% of Portfolio	34.98	33.48	1.50	

Ten Best Performers

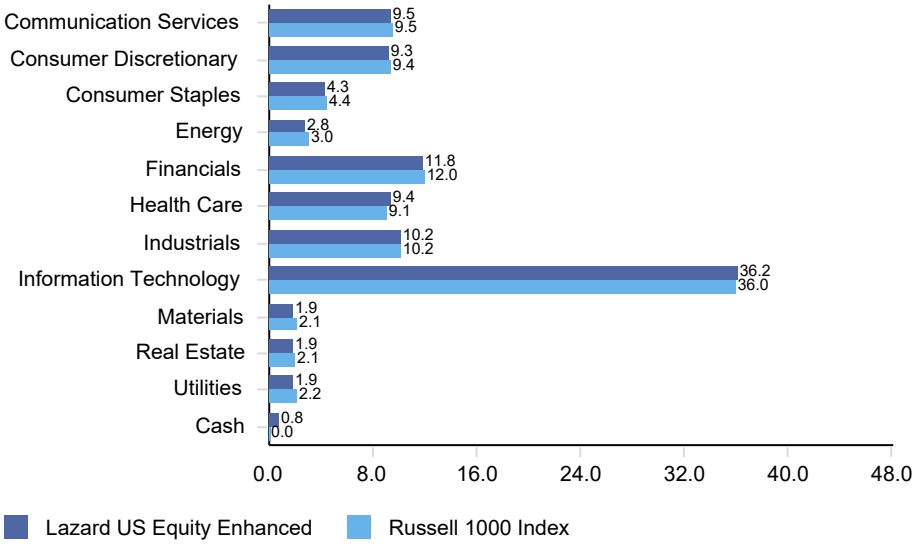
	Portfolio Weight (%)	Benchmark Weight (%)	Active Weight (%)
Astera Labs Inc	0.10	0.11	-0.01
Micron Technology Inc.	1.94	1.88	0.06
Intel Corp	0.98	0.88	0.10
Marvell Technology Inc	0.39	0.37	0.02
CREDO TECHNOLOGY GROUP HOLDING LTD	0.07	0.06	0.01
Advanced Micro Devices Inc	1.41	1.36	0.05
Dell Technologies Inc	0.19	0.19	0.00
Flex Ltd	0.09	0.09	0.00
Seagate Technology Holdings plc	0.32	0.00	0.32
Western Digital Corp	0.33	0.31	0.02
% of Portfolio	5.82	5.25	0.57

Lazard US Equity Enhanced vs. Russell 1000 Index

Portfolio Characteristics

	Portfolio	Benchmark
Wtd. Avg. Mkt. Cap ($M)	1,318,022	1,291,749
Median Mkt. Cap ($M)	44,811	16,824
Price/Earnings ratio	26.25	27.23
Price/Book ratio	5.42	5.30
5 Yr. EPS Growth Rate (%)	24.84	23.91
Current Yield (%)	1.11	1.12
Number of Stocks	471	1,023

Sector Weights (%)



Top Ten Holdings

	Portfolio Weight (%)	Benchmark Weight (%)	Active Weight (%)	Quarterly Return (%)
NVIDIA Corporation	6.85	6.73	0.12	14.86
Apple Inc	6.17	6.03	0.14	14.12
Microsoft Corp	4.14	4.00	0.14	0.99
Amazon.com Inc	3.44	3.33	0.11	14.44
Alphabet Inc	3.14	3.00	0.14	24.35
Broadcom Inc	2.58	2.53	0.05	22.25
Alphabet Inc	2.45	2.42	0.03	23.25
Micron Technology Inc.	1.91	1.88	0.03	241.67
Meta Platforms Inc	1.82	1.79	0.03	-1.46
Tesla Inc	1.71	1.77	-0.06	13.14
% of Portfolio	34.21	33.48	0.73	

Ten Best Performers

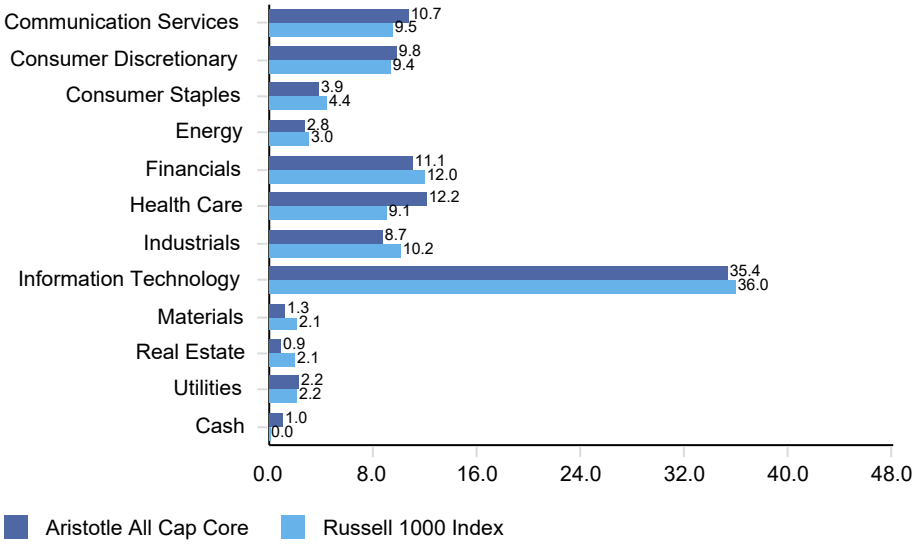
	Portfolio Weight (%)	Benchmark Weight (%)	Active Weight (%)	Quarterly Return (%)
Astera Labs Inc	0.09	0.11	-0.02	340.71
Sandisk Corp	0.48	0.48	0.00	257.88
Micron Technology Inc.	1.91	1.88	0.03	241.67
Intel Corp	0.90	0.88	0.02	216.41
Marvell Technology Inc	0.37	0.37	0.00	200.89
Advanced Micro Devices Inc	1.38	1.36	0.02	185.56
Dell Technologies Inc	0.20	0.19	0.01	163.66
Flex Ltd	0.11	0.09	0.02	147.59
Western Digital Corp	0.34	0.31	0.03	136.20
Humana Inc.	0.06	0.07	-0.01	129.62
% of Portfolio	5.84	5.74	0.10	

Aristotle All Cap Core vs. Russell 1000 Index

Portfolio Characteristics

	Portfolio	Benchmark
Wtd. Avg. Mkt. Cap ($M)	1,385,874	1,291,749
Median Mkt. Cap ($M)	117,323	16,824
Price/Earnings ratio	28.14	27.23
Price/Book ratio	5.65	5.30
5 Yr. EPS Growth Rate (%)	23.26	23.91
Current Yield (%)	0.71	1.12
Number of Stocks	55	1,023

Sector Weights (%)



Top Ten Holdings

	Portfolio Weight (%)	Benchmark Weight (%)	Active Weight (%)	Quarterly Return (%)
NVIDIA Corporation	7.21	6.73	0.48	14.86
Alphabet Inc	6.79	3.00	3.79	24.35
Apple Inc	5.18	6.03	-0.85	14.12
Microsoft Corp	4.87	4.00	0.87	0.99
Broadcom Inc	4.56	2.53	2.03	22.25
Applied Materials Inc	4.19	0.83	3.36	111.80
Amazon.com Inc	4.18	3.33	0.85	14.44
Meta Platforms Inc	3.05	1.79	1.26	-1.46
Advanced Micro Devices Inc	2.78	1.36	1.42	185.56
Guardant Health Inc	2.69	0.03	2.66	62.42
% of Portfolio	45.50	29.63	15.87	

Ten Best Performers

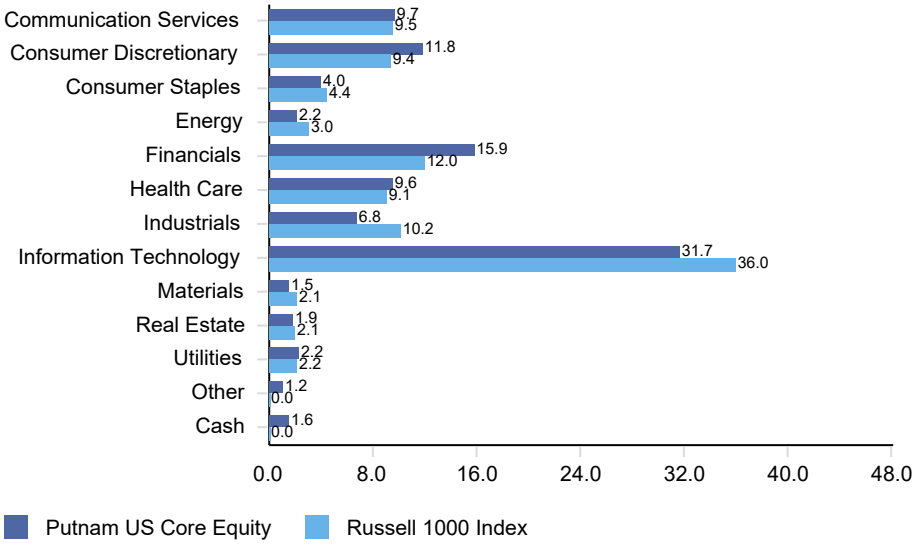
	Portfolio Weight (%)	Benchmark Weight (%)	Active Weight (%)	Quarterly Return (%)
Micron Technology Inc.	1.29	1.88	-0.59	241.67
Advanced Micro Devices Inc	2.78	1.36	1.42	185.56
Applied Materials Inc	4.19	0.83	3.36	111.80
CrowdStrike Holdings Inc	1.24	0.28	0.96	95.47
Coherent Corp	0.97	0.10	0.87	65.60
Guardant Health Inc	2.69	0.03	2.66	62.42
Adaptive Biotechnologies Corp	1.70	0.00	1.70	54.54
Bio-Techne Corp	2.09	0.02	2.07	35.43
GE Aerospace	1.22	0.56	0.66	31.70
Eli Lilly and Co	1.54	1.38	0.16	30.63
% of Portfolio	19.71	6.44	13.27	

Putnam US Core Equity vs. Russell 1000 Index

Portfolio Characteristics

	Portfolio	Benchmark
Wtd. Avg. Mkt. Cap ($M)	1,382,844	1,291,749
Median Mkt. Cap ($M)	81,495	16,824
Price/Earnings ratio	25.47	27.23
Price/Book ratio	4.71	5.30
5 Yr. EPS Growth Rate (%)	22.24	23.91
Current Yield (%)	1.11	1.12
Number of Stocks	135	1,023

Sector Weights (%)



Top Ten Holdings

	Portfolio Weight (%)	Benchmark Weight (%)	Active Weight (%)	Quarterly Return (%)
NVIDIA Corporation	6.96	6.73	0.23	14.86
Apple Inc	6.39	6.03	0.36	14.12
Alphabet Inc	5.91	2.42	3.49	23.25
Microsoft Corp	4.37	4.00	0.37	0.99
Amazon.com Inc	3.92	3.33	0.59	14.44
Lam Research Corp	3.23	0.78	2.45	102.95
Broadcom Inc	2.75	2.53	0.22	22.25
Meta Platforms Inc	2.32	1.79	0.53	-1.46
Micron Technology Inc.	1.93	1.88	0.05	241.67
Goldman Sachs Group Inc (The)	1.93	0.42	1.51	20.06
% of Portfolio	39.71	29.91	9.80	

Ten Best Performers

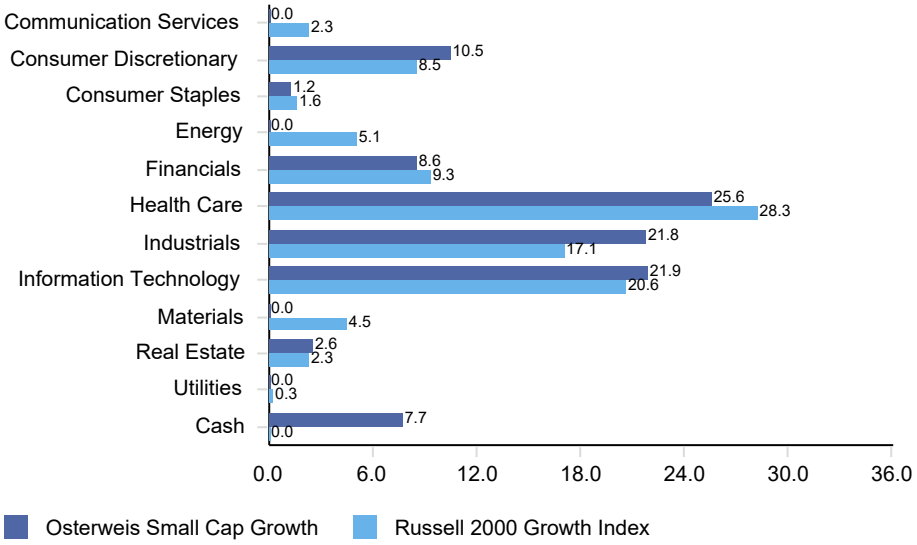
	Portfolio Weight (%)	Benchmark Weight (%)	Active Weight (%)	Quarterly Return (%)
Micron Technology Inc.	1.93	1.88	0.05	241.67
Intel Corp	0.54	0.88	-0.34	216.41
Marvell Technology Inc	0.18	0.37	-0.19	200.89
Advanced Micro Devices Inc	0.71	1.36	-0.65	185.56
Lam Research Corp	3.23	0.78	2.45	102.95
Snowflake Inc	0.15	0.12	0.03	68.74
United Rentals Inc.	0.55	0.10	0.45	55.82
UnitedHealth Group Incorporated	1.02	0.54	0.48	54.47
Cisco Systems Inc	1.59	0.67	0.92	52.19
Owens Corning	0.14	0.02	0.12	46.89
% of Portfolio	10.04	6.72	3.32	

Osterweis Small Cap Growth vs. Russell 2000 Growth Index

Portfolio Characteristics

	Portfolio	Benchmark
Wtd. Avg. Mkt. Cap ($M)	8,838	4,798
Median Mkt. Cap ($M)	6,535	1,521
Price/Earnings ratio	52.74	27.73
Price/Book ratio	5.22	4.83
5 Yr. EPS Growth Rate (%)	8.77	23.60
Current Yield (%)	0.04	0.48
Number of Stocks	44	1,109

Sector Weights (%)



Top Ten Holdings

	Portfolio Weight (%)	Benchmark Weight (%)	Active Weight (%)	Quarterly Return (%)
CASH	7.73	0.00	7.73	N/A
Life Time Group Holdings Inc	3.59	0.02	3.57	51.60
SPX Technologies Inc	3.46	0.00	3.46	22.62
Vericel Corp	3.42	0.14	3.28	38.30
Novanta Inc	3.33	0.35	2.98	37.36
Cardinal Infrastructure Group Inc	3.30	0.10	3.20	137.55
Twilio Inc	3.25	0.00	3.25	63.99
VSE Corp	3.21	0.02	3.19	23.97
Axos Financial Inc.	3.12	0.04	3.08	14.45
Loar Holdings Inc	2.96	0.00	2.96	40.71
% of Portfolio	37.37	0.67	36.70	

Ten Best Performers

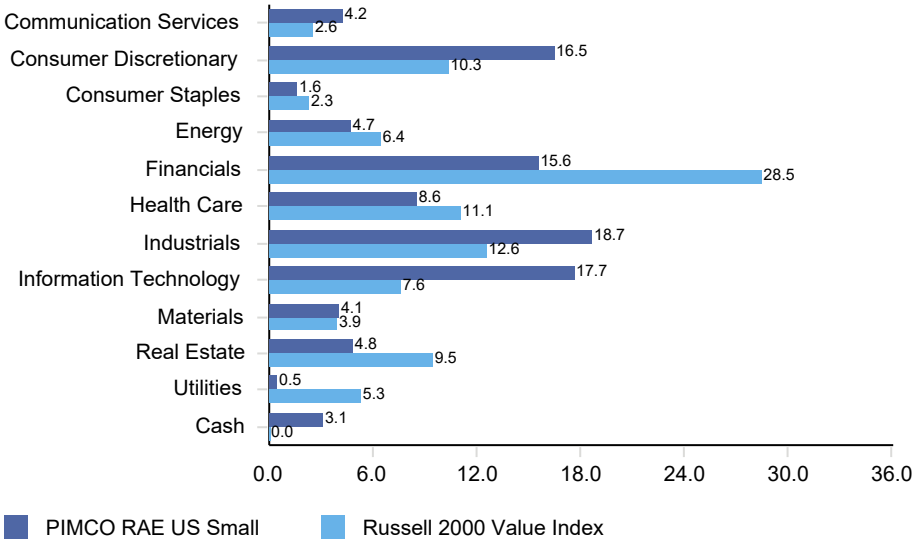
	Portfolio Weight (%)	Benchmark Weight (%)	Active Weight (%)	Quarterly Return (%)
Cardinal Infrastructure Group Inc	3.30	0.10	3.20	137.55
Twist Bioscience Corp	2.21	0.38	1.83	116.50
SiTime Corp	2.42	0.00	2.42	115.89
Hinge Health Inc	1.68	0.21	1.47	115.25
Dave Inc	1.27	0.23	1.04	114.02
Semtech Corp	1.92	0.00	1.92	110.50
Mayville Engineering Co Inc	1.26	0.00	1.26	108.69
DigitalOcean Holdings Inc	2.77	0.00	2.77	83.06
Affirm Holdings Inc	2.51	0.00	2.51	77.98
Navan Inc	1.51	0.14	1.37	72.73
% of Portfolio	20.85	1.06	19.79	

PIMCO RAE US Small vs. Russell 2000 Value Index

Portfolio Characteristics

	Portfolio	Benchmark
Wtd. Avg. Mkt. Cap ($M)	5,461	3,517
Median Mkt. Cap ($M)	2,769	951
Price/Earnings ratio	17.08	15.37
Price/Book ratio	2.53	1.64
5 Yr. EPS Growth Rate (%)	4.43	5.83
Current Yield (%)	1.61	2.01
Number of Stocks	267	1,406

Sector Weights (%)



Top Ten Holdings

	Portfolio Weight (%)	Benchmark Weight (%)	Active Weight (%)	Quarterly Return (%)
Sanmina Corp	3.17	0.00	3.17	95.22
CASH	3.09	0.00	3.09	N/A
Jazz Pharmaceuticals plc	2.45	0.00	2.45	27.46
Bread Financial Holdings Inc	2.32	0.29	2.03	45.05
Affiliated Managers Group Inc.	2.08	0.00	2.08	22.30
Acuity Inc	2.04	0.00	2.04	34.51
Landstar System Inc	2.02	0.00	2.02	29.29
Vishay Intertechnology Inc.	1.99	0.43	1.56	199.24
Warrior Met Coal Inc	1.92	0.04	1.88	-12.79
Amkor Technology Inc	1.70	0.00	1.70	91.71
% of Portfolio	22.78	0.76	22.02	

Ten Best Performers

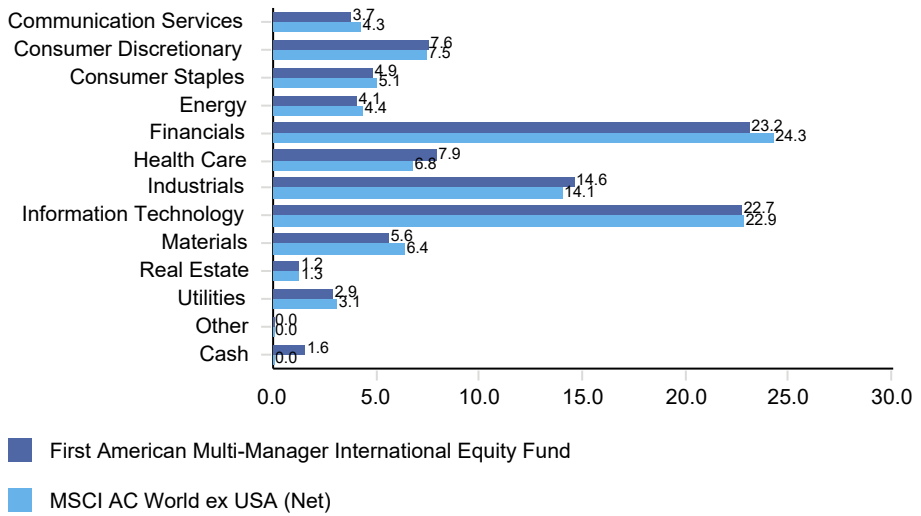
	Portfolio Weight (%)	Benchmark Weight (%)	Active Weight (%)	Quarterly Return (%)
MaxLinear Inc	1.01	0.00	1.01	636.23
Vishay Intertechnology Inc.	1.99	0.43	1.56	199.24
Hudson Pacific Properties Inc	0.12	0.05	0.07	157.02
Claritev Corp	0.04	0.02	0.02	108.75
Helen of Troy Ltd	0.47	0.04	0.43	101.59
Sanmina Corp	3.17	0.00	3.17	95.22
Amkor Technology Inc	1.70	0.00	1.70	91.71
Cracker Barrel Old Country Store Inc	1.05	0.08	0.97	91.28
Integra LifeSciences Holdings Corp	0.29	0.08	0.21	90.66
Vestis Corp	0.02	0.09	-0.07	84.73
% of Portfolio	9.86	0.79	9.07	

First American Multi-Manager International Equity vs. MSCI AC World ex USA (net)

Portfolio Characteristics

	Portfolio	Benchmark
Wtd. Avg. Mkt. Cap ($M)	250,533	274,921
Median Mkt. Cap ($M)	6,372	13,919
Price/Earnings ratio	18.42	18.68
Price/Book ratio	3.06	3.03
5 Yr. EPS Growth Rate (%)	20.35	19.48
Current Yield (%)	2.22	2.38
Number of Stocks	3,848	1,934

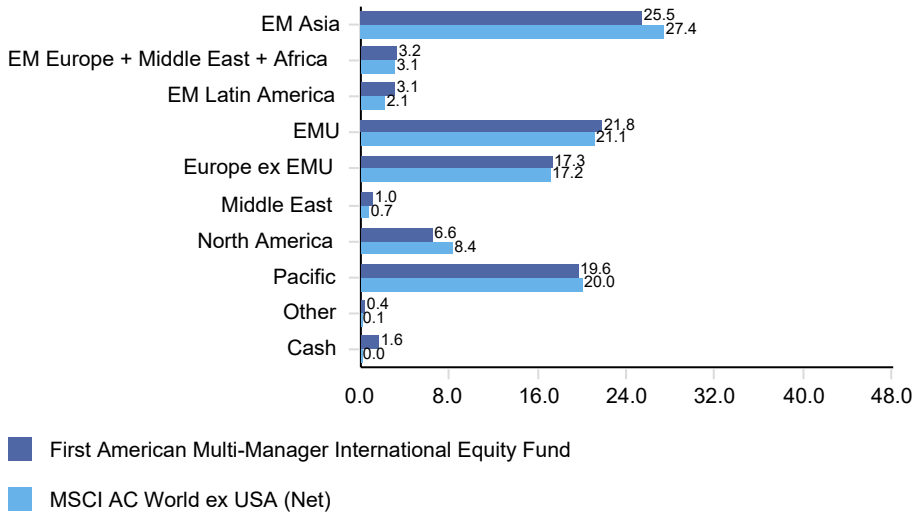
Sector Weights (%)



Top Ten Equity Holdings

	Portfolio Weight (%)	Benchmark Weight (%)	Active Weight (%)	Quarterly Return (%)
Taiwan Semicon Manu Co	3.80	5.07	-1.27	37.79
Samsung Electronics Co Ltd	2.61	2.74	-0.13	97.49
SK Hynix Inc	1.78	2.57	-0.79	224.69
Rolls Royce Holdings PLC	1.58	0.44	1.14	29.00
Taiwan Semicon Manu Co ADR	1.44	5.07	-3.63	41.63
Kioxia Holdings Corporation	1.28	0.47	0.81	360.08
Mizuho Financial Group Inc	1.15	0.31	0.84	24.52
Siemens Energy AG	1.08	0.40	0.68	15.66
ASML Holding NV	1.04	2.08	-1.04	52.95
Societe Generale Group	0.98	0.15	0.83	26.06
% of Portfolio	16.74	19.30	-2.56	

Region Weights (%)



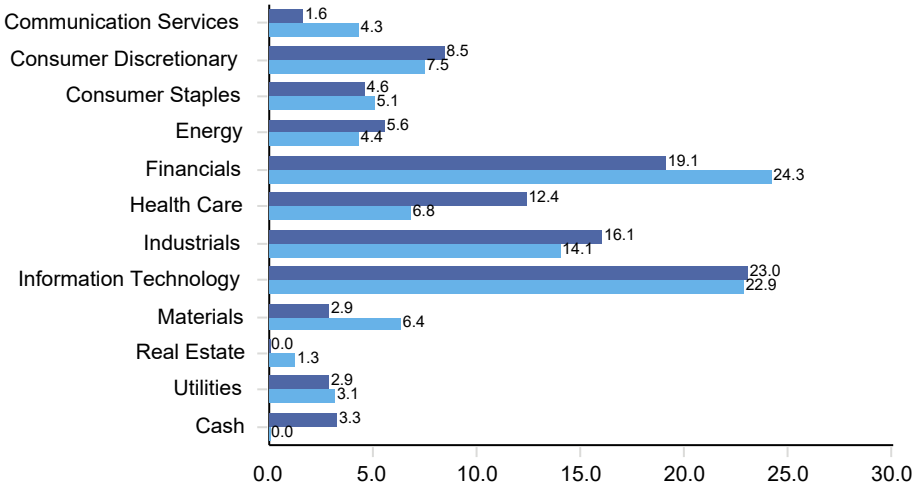
The fund characteristics and top holdings shown above are based on a look-through of any underlying mutual funds or ETFs held within the Fund. ETF holdings are available daily, while mutual fund holdings are only published on a monthly or quarterly basis. As a result, holdings used for the look-through of third-party mutual funds may be as of the prior month or quarter end depending on the most recent information available at the time this report was published.

WCM Focused International Equity vs. MSCI AC World ex USA (Net)

Portfolio Characteristics

	Portfolio	Benchmark
Wtd. Avg. Mkt. Cap ($M)	237,725	274,921
Median Mkt. Cap ($M)	57,492	13,919
Price/Earnings ratio	22.58	18.68
Price/Book ratio	3.81	3.03
5 Yr. EPS Growth Rate (%)	22.06	19.48
Current Yield (%)	1.32	2.38
Number of Stocks	43	1,934

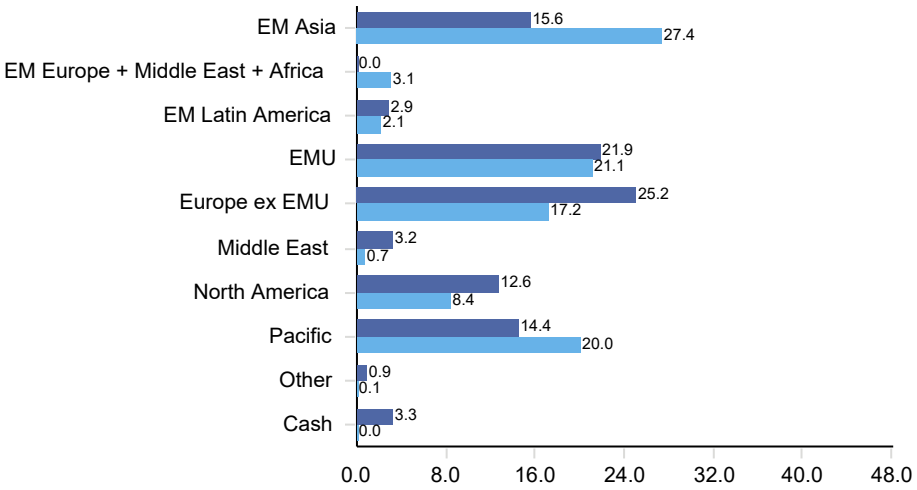
Sector Weights (%)



Top Ten Holdings

	Portfolio Weight (%)	Benchmark Weight (%)	Active Weight (%)	Quarterly Return (%)
Taiwan Semicon Manu Co ADR	8.07	5.07	3.00	41.63
Kioxia Holdings Corporation	6.66	0.47	6.19	360.08
Rolls Royce Holdings PLC	5.92	0.44	5.48	29.00
Nebius Group N V	4.97	0.15	4.82	166.16
Siemens Energy AG	3.47	0.40	3.07	15.66
Constellation Software Inc	3.35	0.10	3.25	7.60
CASH	3.30	0.00	3.30	N/A
Teva Pharmaceutical Industries Ltd	3.18	0.11	3.07	12.48
Lottomatica Group SpA	3.09	0.00	3.09	-0.92
Mizuho Financial Group Inc	3.00	0.31	2.69	24.52
% of Portfolio	45.01	7.05	37.96	

Region Weights (%)

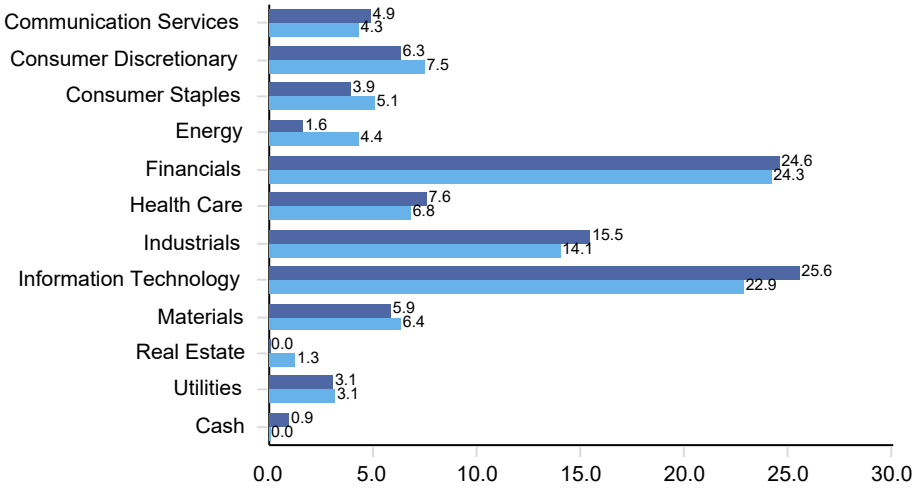


Ninety One Int'l Dynamic Equity vs. MSCI AC World ex USA (Net)

Portfolio Characteristics

	Portfolio	Benchmark
Wtd. Avg. Mkt. Cap ($M)	292,191	274,921
Median Mkt. Cap ($M)	37,365	13,919
Price/Earnings ratio	18.19	18.68
Price/Book ratio	3.02	3.03
5 Yr. EPS Growth Rate (%)	26.47	19.48
Current Yield (%)	1.70	2.38
Number of Stocks	58	1,934

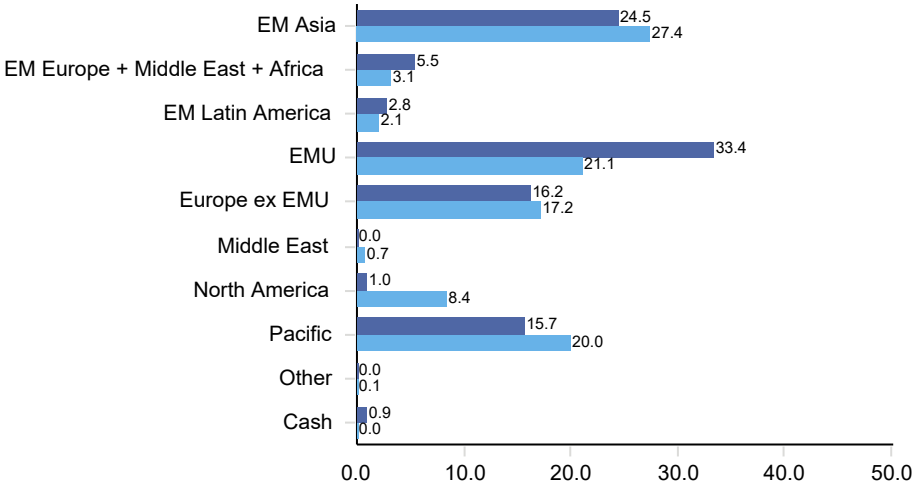
Sector Weights (%)



Top Ten Holdings

	Portfolio Weight (%)	Benchmark Weight (%)	Active Weight (%)	Quarterly Return (%)
Taiwan Semicon Manu Co	7.01	5.07	1.94	37.79
Samsung Electronics Co Ltd	5.92	2.74	3.18	97.49
Mizuho Financial Group Inc	3.29	0.31	2.98	24.52
MTN Group Ltd	3.12	0.07	3.05	24.81
Rolls Royce Holdings PLC	3.07	0.44	2.63	29.00
Compagnie Financiere Richemont SA	2.95	0.34	2.61	34.13
Astrazeneca PLC	2.95	0.77	2.18	-3.39
Banco Santander SA	2.82	0.54	2.28	27.87
Sompo Holdings Inc	2.78	0.09	2.69	1.57
Erste Group Bank AG	2.68	0.11	2.57	26.55
% of Portfolio	36.59	10.48	26.11	

Region Weights (%)

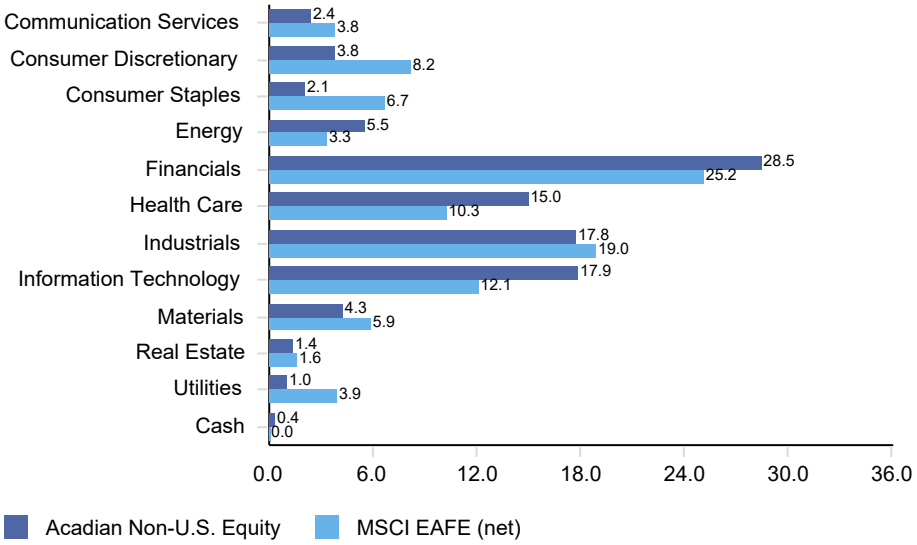


Acadian Non-U.S. Equity vs. MSCI EAFE (net)

Portfolio Characteristics

	Portfolio	Benchmark
Wtd. Avg. Mkt. Cap ($M)	115,433	130,326
Median Mkt. Cap ($M)	7,745	20,898
Price/Earnings ratio	17.67	18.83
Price/Book ratio	3.11	2.83
5 Yr. EPS Growth Rate (%)	19.00	17.43
Current Yield (%)	2.70	2.67
Number of Stocks	257	673

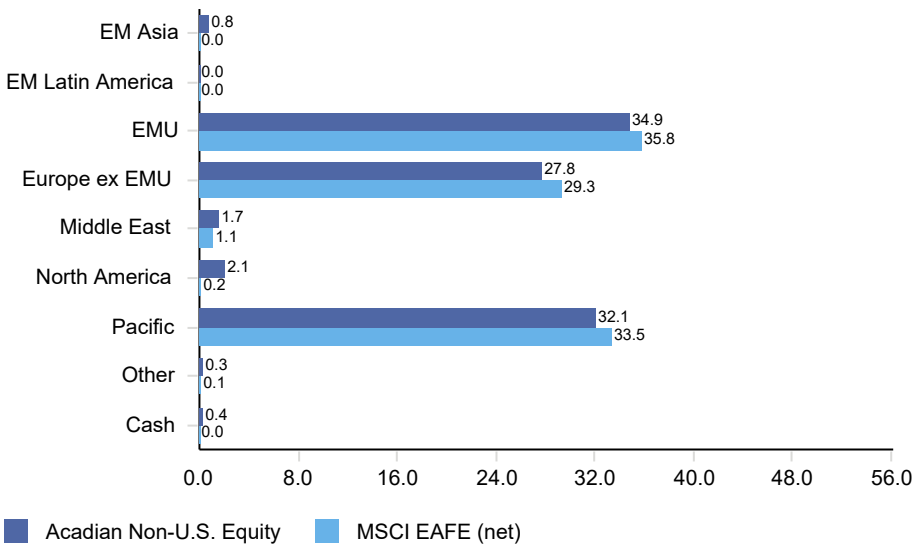
Sector Weights (%)



Top Ten Holdings

	Portfolio Weight (%)	Benchmark Weight (%)	Active Weight (%)	Quarterly Return (%)
Roche Holding AG	3.68	1.35	2.33	5.35
Novartis AG	3.68	1.34	2.34	4.33
ASML Holding NV	3.57	3.55	0.02	50.95
ABB Ltd	3.18	0.79	2.39	37.96
Tokyo Electron Ltd	2.30	0.99	1.31	102.85
BNP Paribas	2.22	0.54	1.68	28.79
BP plc	2.12	0.45	1.67	-20.50
Caixabank SA	2.03	0.23	1.80	24.87
Barclays PLC	1.94	0.43	1.51	26.94
Siemens Energy AG	1.83	0.68	1.15	15.66
% of Portfolio	26.55	10.35	16.20	

Region Weights (%)

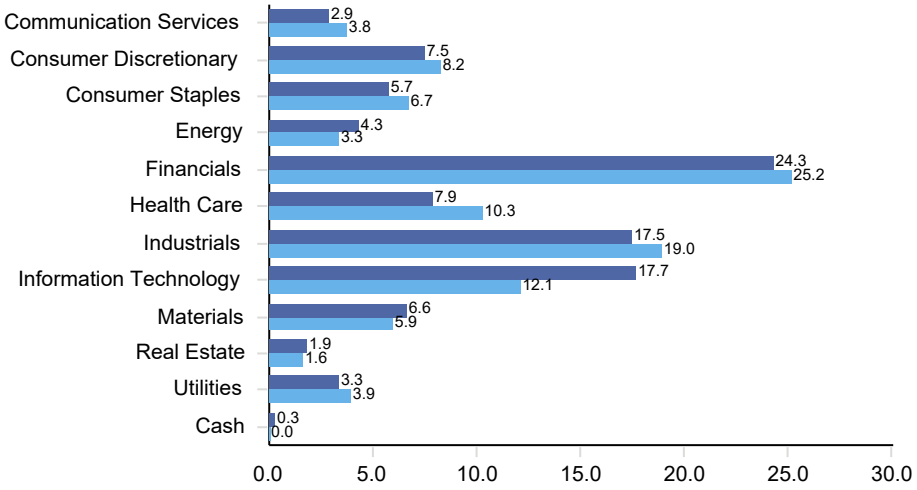


Schwab International Equity ETF vs. MSCI EAFE (net)

Portfolio Characteristics

	Portfolio	Benchmark
Wtd. Avg. Mkt. Cap ($M)	197,583	130,326
Median Mkt. Cap ($M)	9,763	20,898
Price/Earnings ratio	19.00	18.83
Price/Book ratio	2.87	2.83
5 Yr. EPS Growth Rate (%)	19.43	17.43
Current Yield (%)	2.45	2.67
Number of Stocks	1,473	673

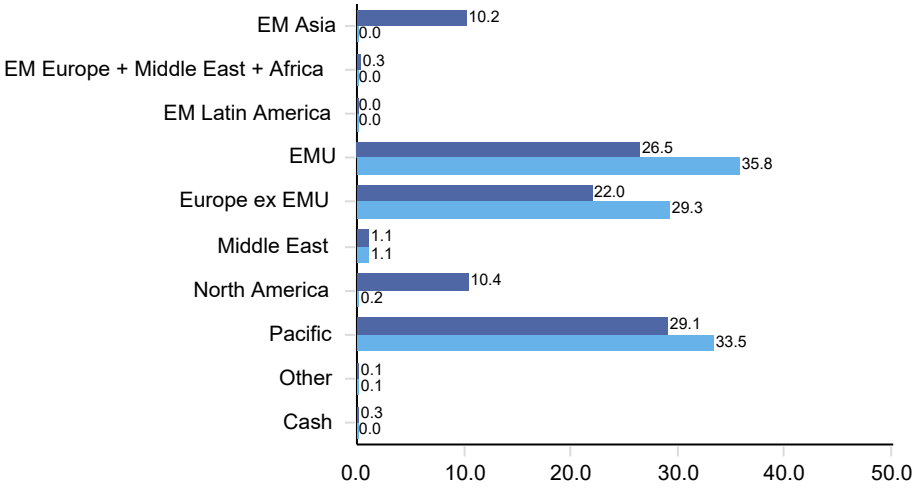
Sector Weights (%)



Top Ten Holdings

	Portfolio Weight (%)	Benchmark Weight (%)	Active Weight (%)	Quarterly Return (%)
Samsung Electronics Co Ltd	3.38	0.00	3.38	97.49
SK Hynix Inc	3.22	0.00	3.22	224.69
ASML Holding NV	2.58	3.55	-0.97	52.95
HSBC Holdings PLC	1.11	1.52	-0.41	18.53
Novartis AG	1.00	1.34	-0.34	4.33
Roche Holding AG	0.98	1.35	-0.37	5.35
Royal Bank of Canada	0.98	0.00	0.98	29.34
Astrazeneca PLC	0.95	1.32	-0.37	-3.39
Nestle SA, Cham Und Vevey	0.90	1.23	-0.33	9.79
Siemens AG	0.80	1.11	-0.31	35.62
% of Portfolio	15.90	11.42	4.48	

Region Weights (%)

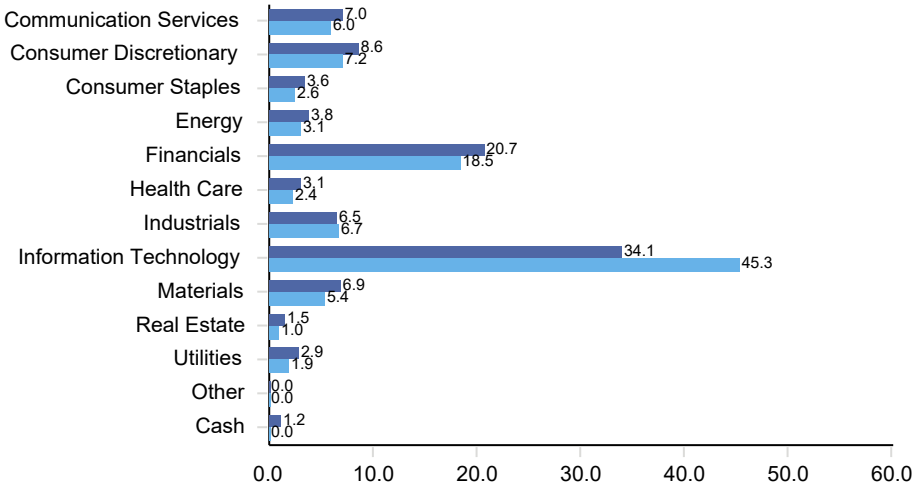


Schwab Emerging Markets Equity ETF vs. MSCI EM (net)

Portfolio Characteristics

	Portfolio	Benchmark
Wtd. Avg. Mkt. Cap ($M)	405,414	571,173
Median Mkt. Cap ($M)	4,970	11,007
Price/Earnings ratio	17.04	18.11
Price/Book ratio	3.23	3.58
5 Yr. EPS Growth Rate (%)	17.73	23.82
Current Yield (%)	2.34	1.90
Number of Stocks	2,192	1,178

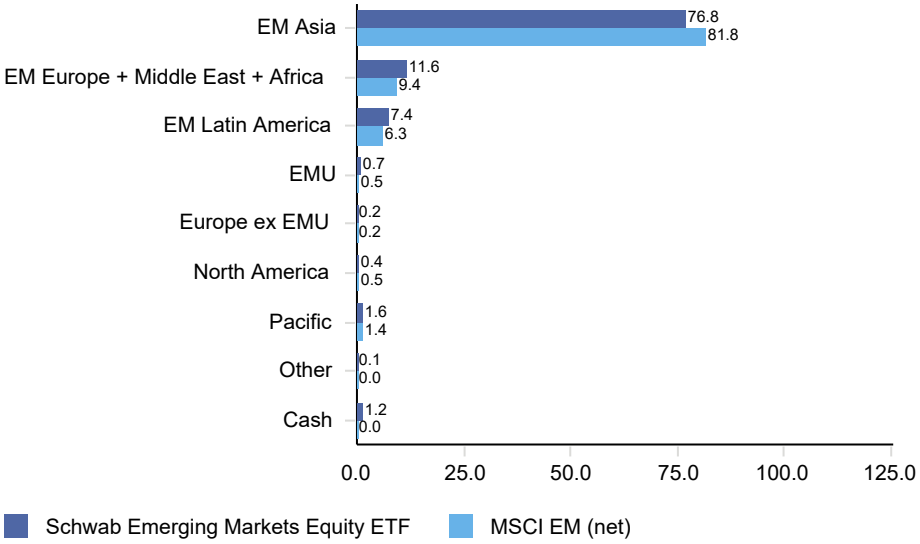
Sector Weights (%)



Top Ten Holdings

	Portfolio Weight (%)	Benchmark Weight (%)	Active Weight (%)	Quarterly Return (%)
Taiwan Semicon Manu Co	17.48	15.17	2.31	37.79
Tencent Holdings LTD	3.25	2.75	0.50	-10.19
Alibaba Group Holding Ltd	2.06	1.61	0.45	-21.29
Mediatek Incorporation	1.86	1.57	0.29	185.91
CASH	1.20	0.00	1.20	N/A
Delta Electronics Inc	1.12	0.97	0.15	42.57
HDFC Bank Limited	0.92	0.78	0.14	11.12
Hon Hai Precision Industry Co Ltd	0.91	0.78	0.13	34.34
Reliance Industries Ltd	0.87	0.68	0.19	-3.08
China Construction Bank Corp	0.87	0.70	0.17	-3.84
% of Portfolio	30.54	25.01	5.53	

Region Weights (%)

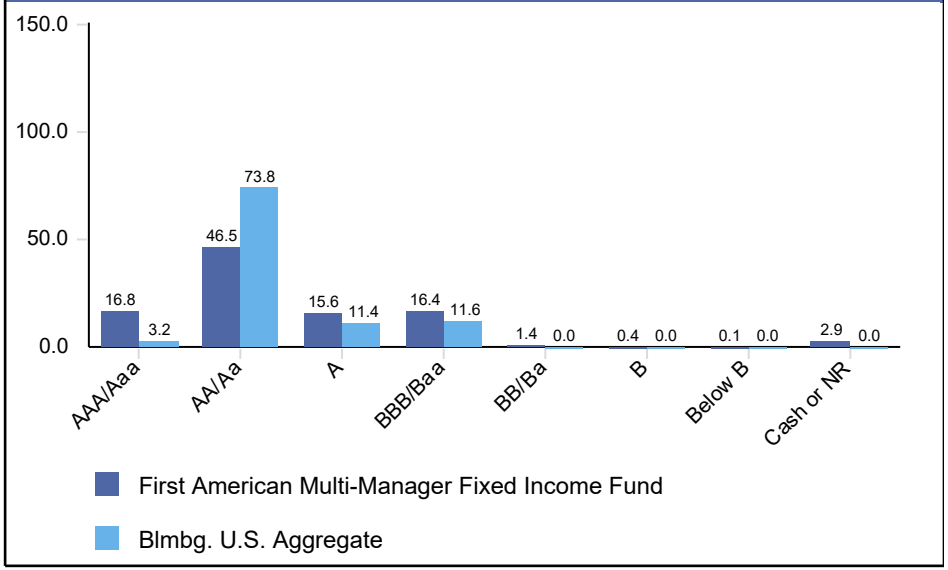


First American Multi-Manager Fixed Income Fund vs. Blmbg. U.S. Aggregate

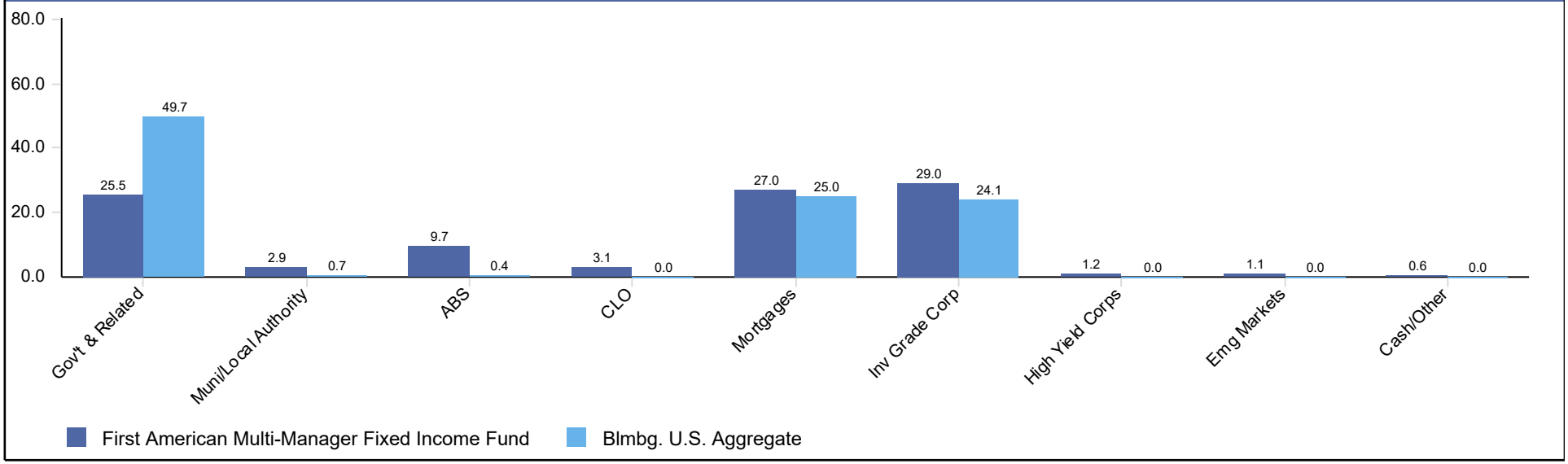
Portfolio Characteristics

	Portfolio	Benchmark
Effective Duration	5.77	5.88
Yield To Maturity (%)	5.13	4.74
Avg. Maturity	8.32	8.23
Avg. Quality	AA	AA
Coupon Rate (%)	4.03	3.74

Credit Quality Distribution (%)



Sector Distribution (%)

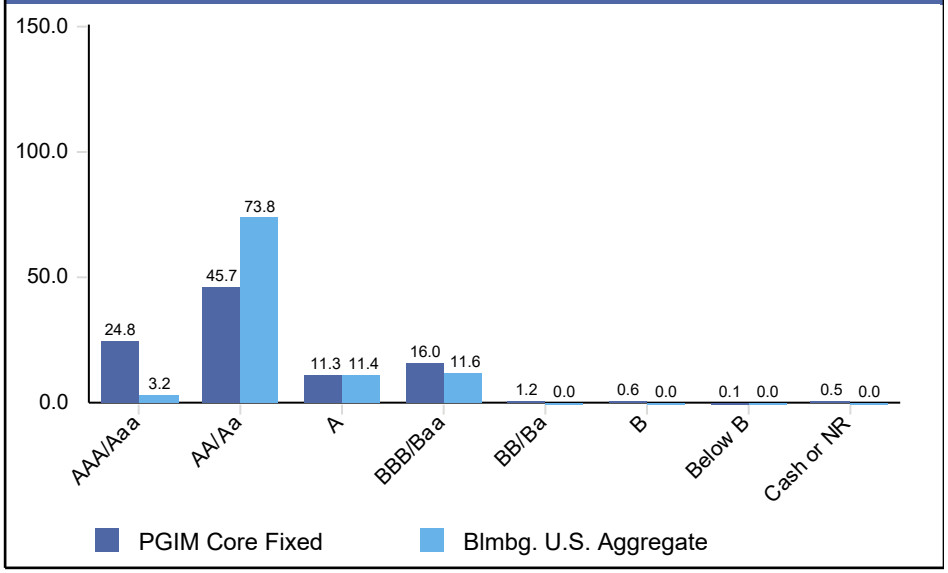


PGIM Core Fixed vs. Blmbg. U.S. Aggregate

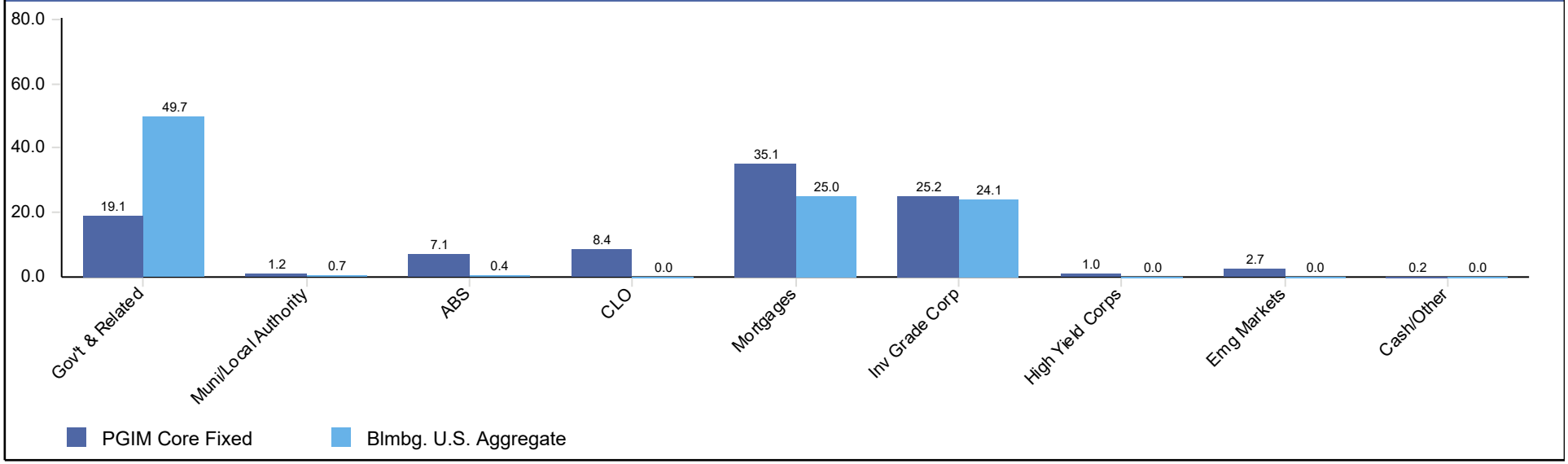
Portfolio Characteristics

	Portfolio	Benchmark
Effective Duration	5.90	5.88
Yield To Maturity (%)	5.07	4.74
Avg. Maturity	7.91	8.23
Avg. Quality	A	AA
Coupon Rate (%)	3.96	3.74

Credit Quality Distribution (%)



Sector Distribution (%)

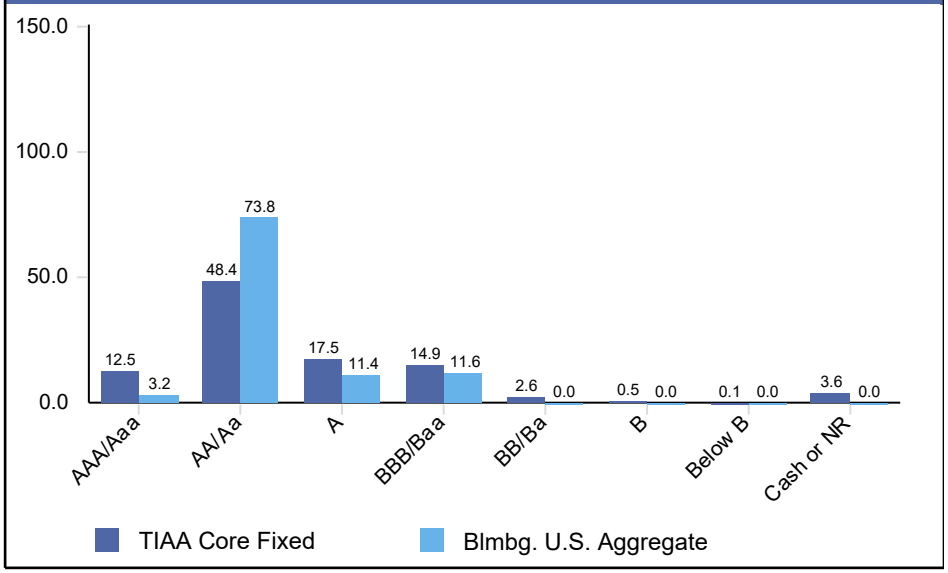


TIAA Core Fixed vs. Blmbg. U.S. Aggregate

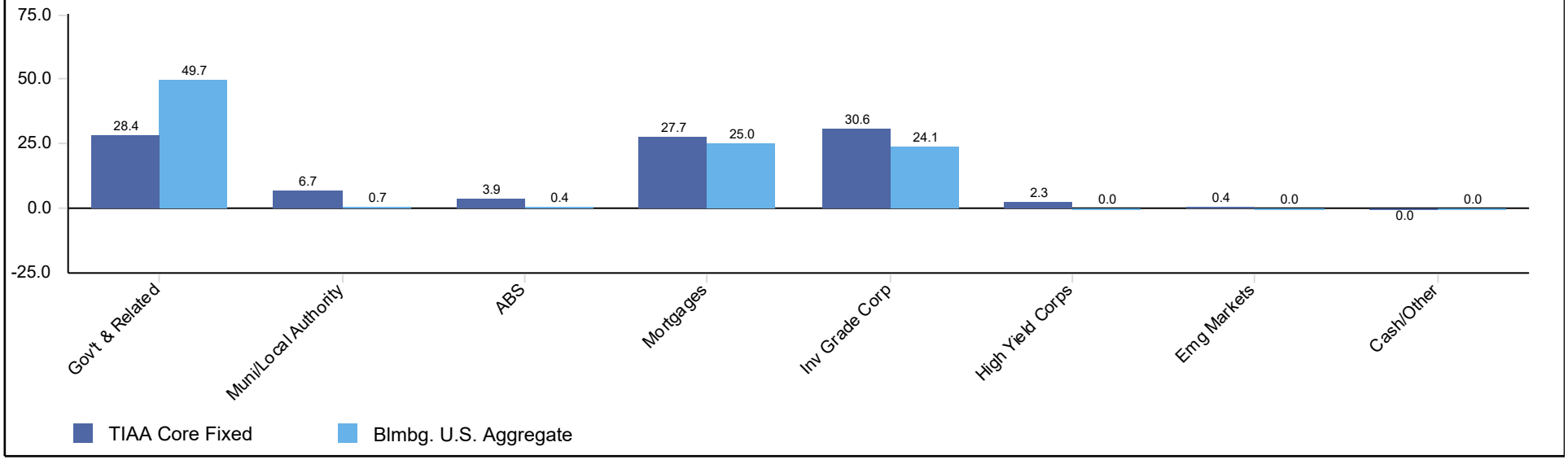
Portfolio Characteristics

	Portfolio	Benchmark
Effective Duration	5.84	5.88
Yield To Maturity (%)	5.19	4.74
Avg. Maturity	9.01	8.23
Avg. Quality	AA	AA
Coupon Rate (%)	3.76	3.74

Credit Quality Distribution (%)



Sector Distribution (%)

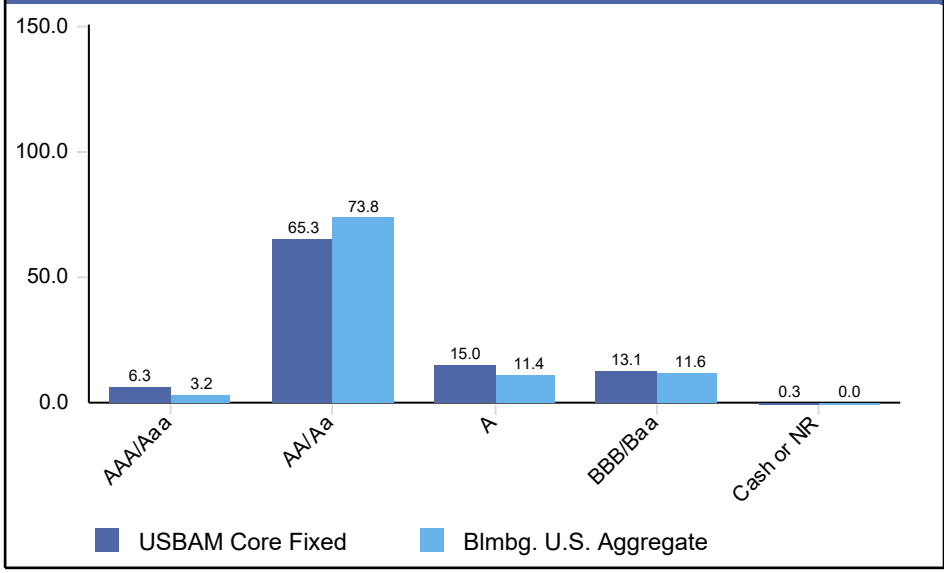


USBAM Core Fixed vs. Blmbg. U.S. Aggregate

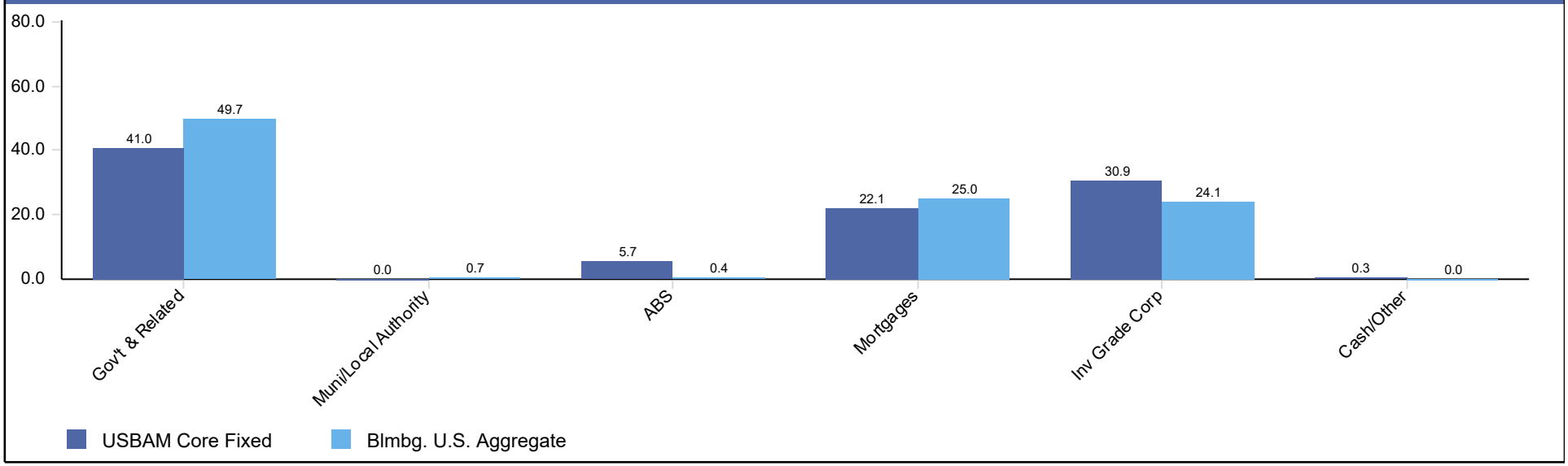
Portfolio Characteristics

	Portfolio	Benchmark
Effective Duration	5.88	5.88
Yield To Maturity (%)	4.86	4.74
Avg. Maturity	8.58	8.23
Avg. Quality	AA	AA
Coupon Rate (%)	4.51	3.74

Credit Quality Distribution (%)



Sector Distribution (%)

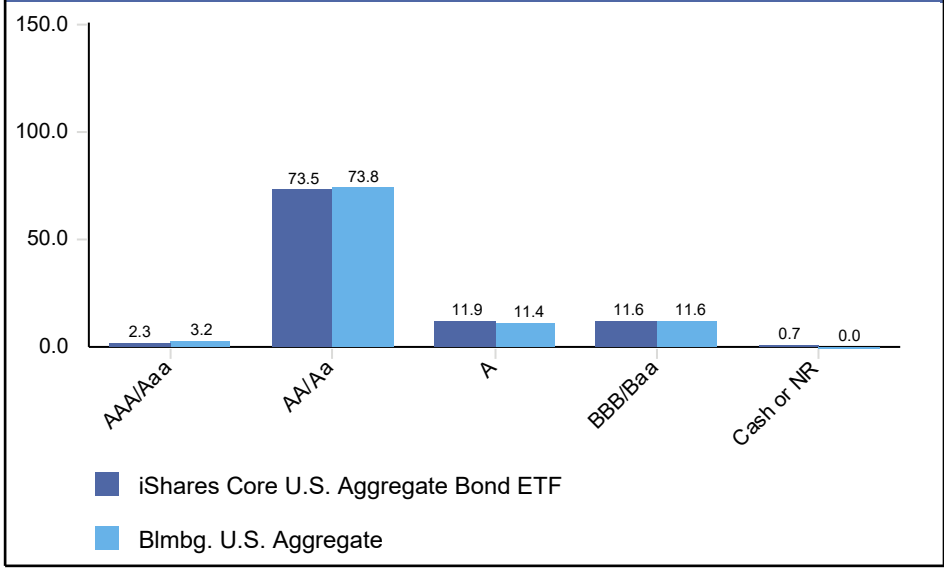


iShares Core U.S. Aggregate Bond ETF vs. Blmbg. U.S. Aggregate

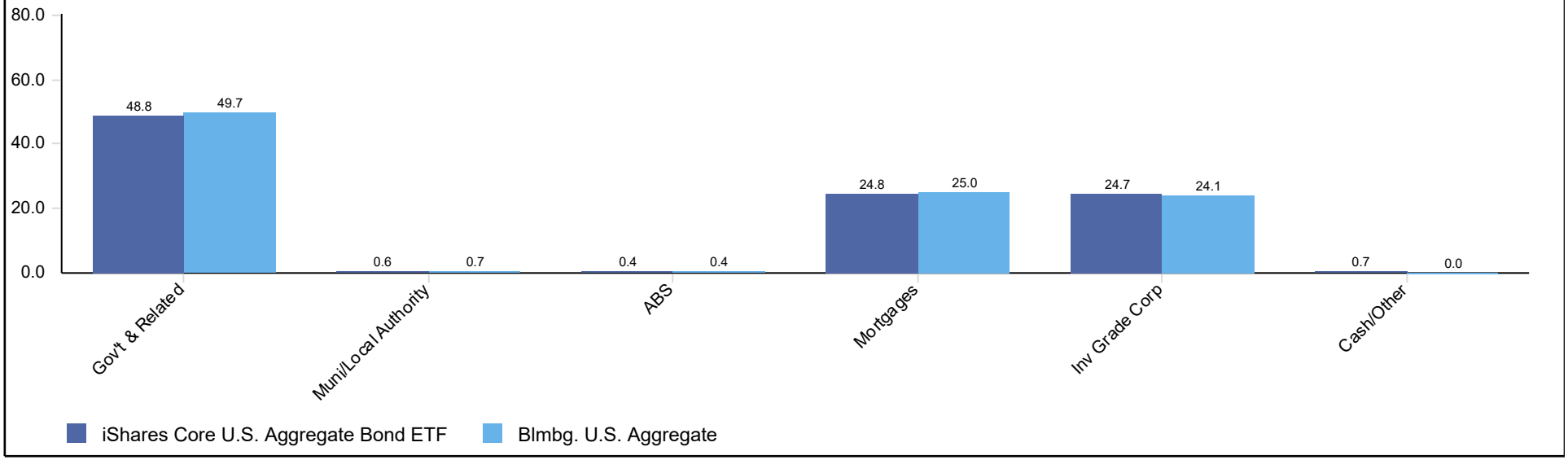
Portfolio Characteristics

	Portfolio	Benchmark
Effective Duration	5.88	5.88
Yield To Maturity (%)	4.74	4.74
Avg. Maturity	8.19	8.23
Avg. Quality	AA	AA
Coupon Rate (%)	3.74	3.74

Credit Quality Distribution (%)



Sector Distribution (%)

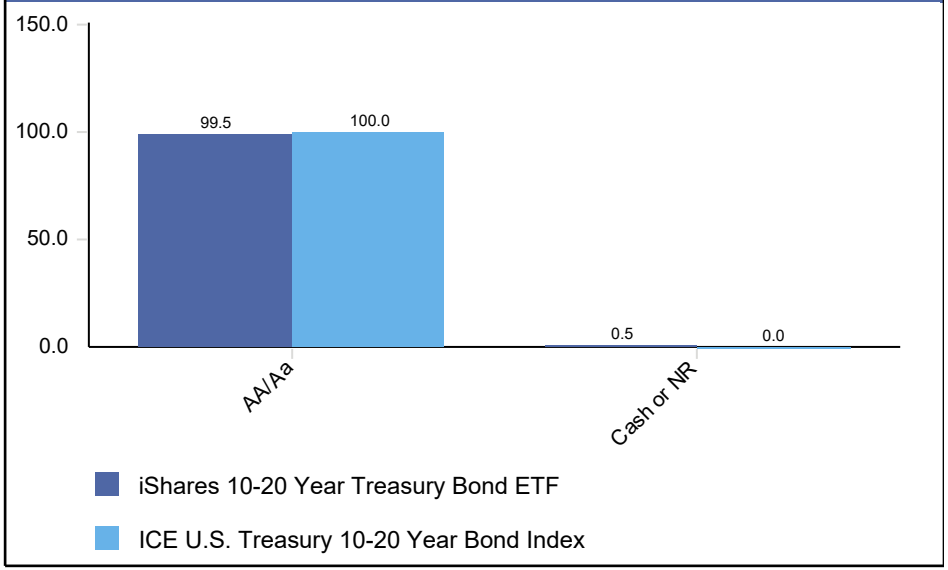


iShares 10-20 Year Treasury Bond ETF vs. ICE U.S. Treasury 10-20 Year Bond Index

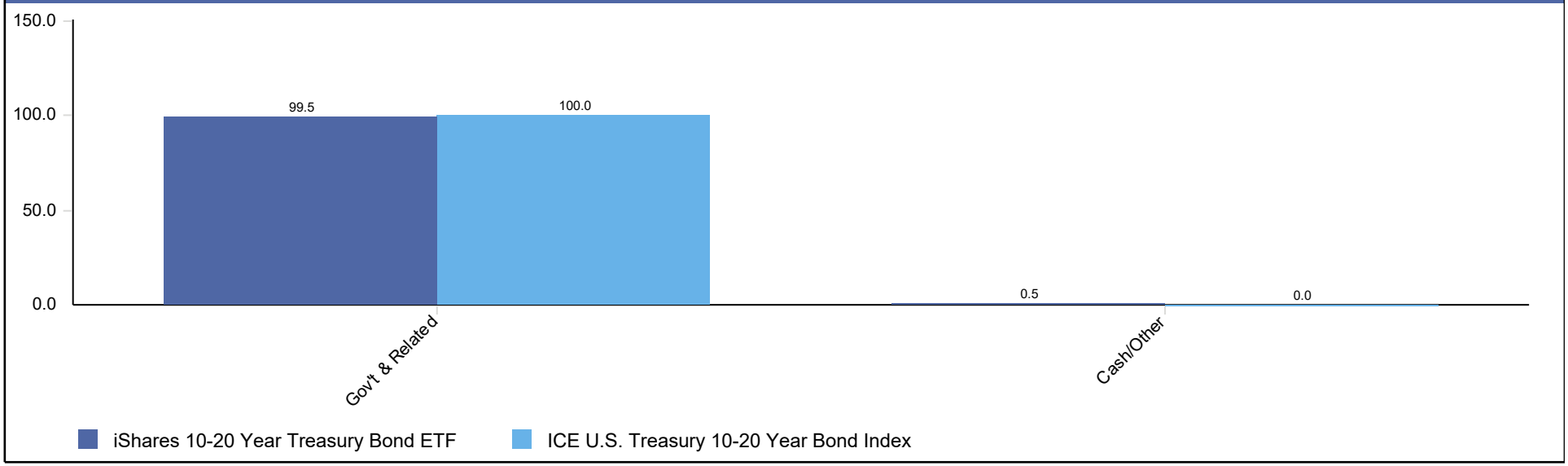
Portfolio Characteristics

	Portfolio	Benchmark
Effective Duration	11.87	11.98
Yield To Maturity (%)	4.83	4.84
Avg. Maturity	16.75	16.20
Avg. Quality	AA	AA
Coupon Rate (%)	3.34	3.54

Credit Quality Distribution (%)



Sector Distribution (%)

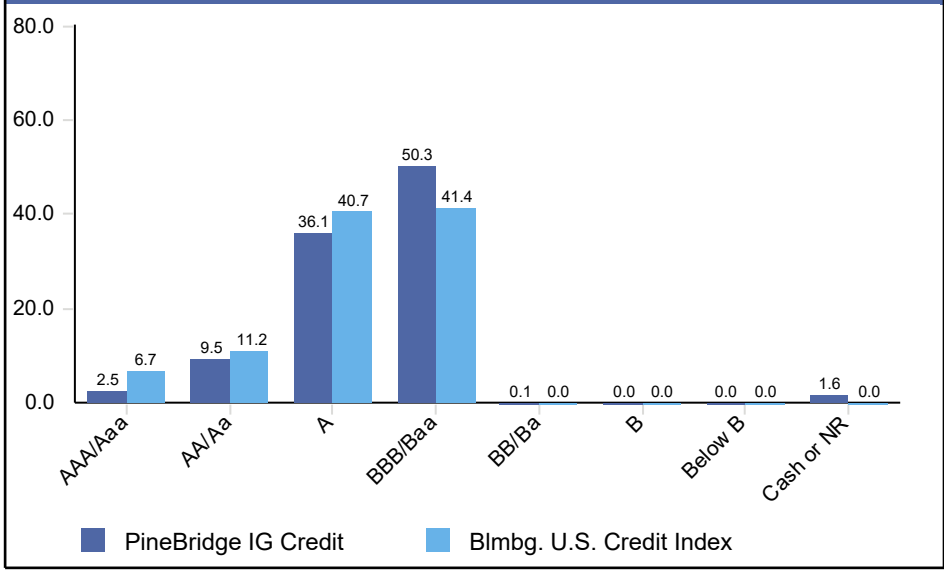


PineBridge IG Credit vs. Blmbg. U.S. Credit Index

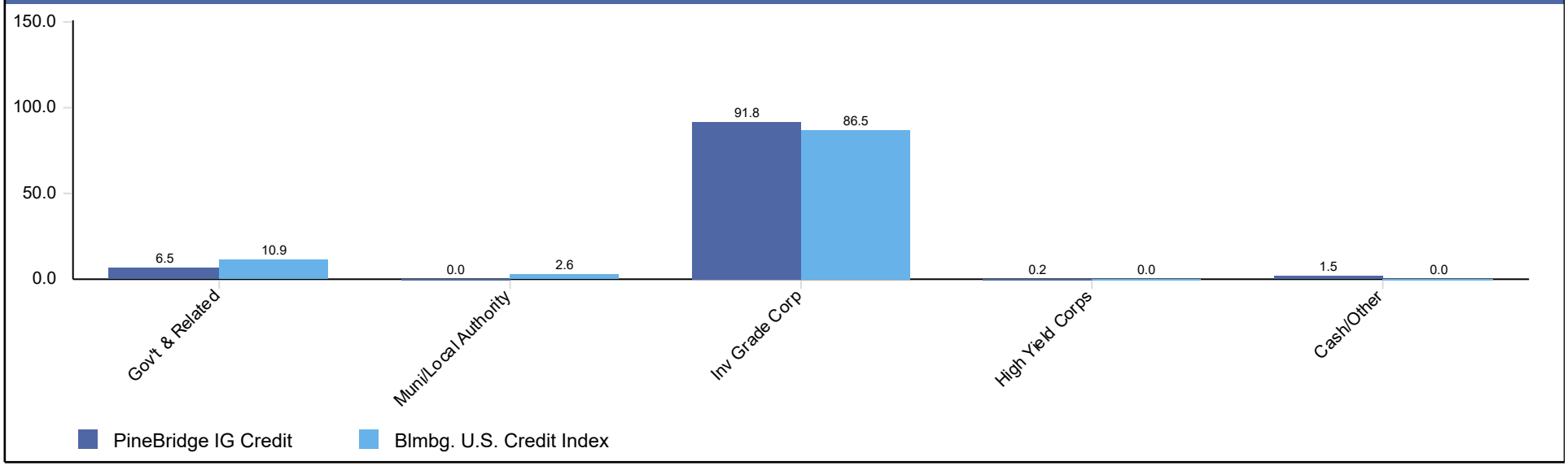
Portfolio Characteristics

	Portfolio	Benchmark
Effective Duration	6.93	6.61
Yield To Maturity (%)	5.27	5.14
Avg. Maturity	11.04	10.22
Avg. Quality	A	A
Coupon Rate (%)	4.64	4.52

Credit Quality Distribution (%)



Sector Distribution (%)

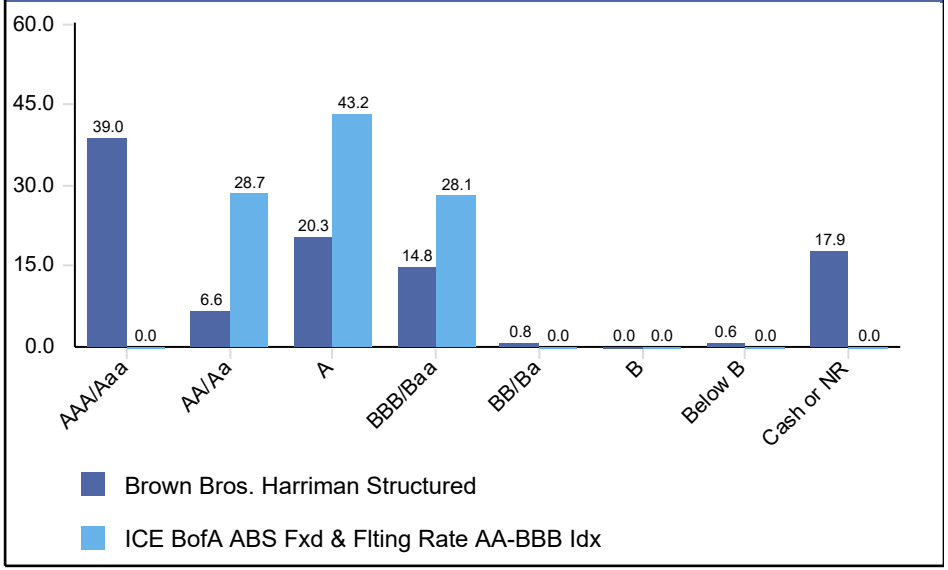


Brown Bros. Harriman Structured vs. ICE BofA ABS Fxd & Flting Rate AA-BBB Idx

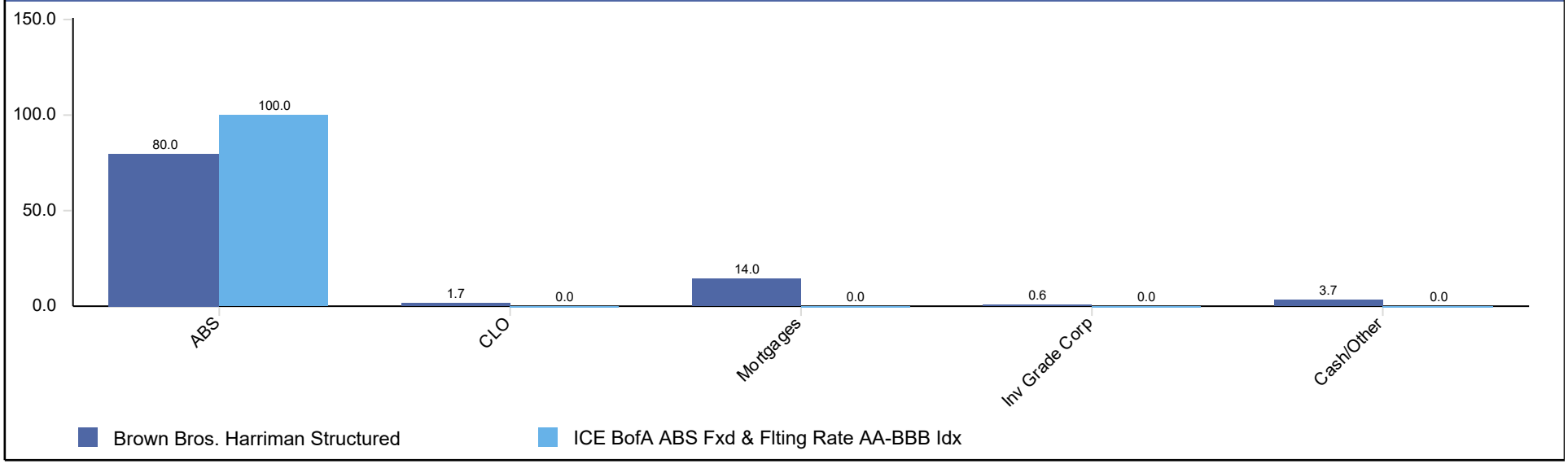
Portfolio Characteristics

	Portfolio	Benchmark
Effective Duration	2.38	2.67
Yield To Maturity (%)	5.89	5.68
Avg. Maturity	2.76	3.59
Avg. Quality	AA	A
Coupon Rate (%)	5.13	5.00

Credit Quality Distribution (%)



Sector Distribution (%)



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It is not possible to invest directly in an index. The index returns shown throughout this material do not represent the results of actual trading of investor assets. Third-party providers maintain the indices shown and calculate the index levels and performance shown or discussed. Index returns do not reflect payment of any sales charges or fees an investor would pay to purchase the securities they represent. The imposition of these fees and charges would cause investment performance to be lower than the performance shown.

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(^) Performance information is gross of fees and reflects sleeve level information (not specific to this client/investor). It is provided by sub-advisers of the First American Multi-Manager Equity Fund, First American Multi-Manager International Equity Fund and First American Multi-Manager Fixed-Income Fund.

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Agenda Report

From: Matthew Anderson
Report Type: Informational
Lead Department: Finance
Meeting Date: October 8, 2026

Subject:

Receive Update on Environmental, Social, and Governance (ESG) and Socially Responsible Investing (SRI) Practices

Recommendation:

Staff recommends that the Commission provide input on ESG and SRI investment practices.

Background:

Silicon Valley Clean Water invests reserve funds in accordance with California Government Code Sections 53600 et seq. and Commission Policy 1992-01, Investment Policy and Guidelines. The Investment Policy establishes the Authority's core investment objectives, which are prioritized as safety, liquidity, and yield. The policy is reviewed annually by the Commission and currently does not include specific ESG or SRI-related investment criteria. While California law does not require public agencies to incorporate such considerations into investment decisions, many agencies have done so.

In November 2023, the Commission received an informational presentation regarding ESG investment approaches used by public agencies and investment managers. At that time, staff and the Authority's investment advisor discussed various approaches to ESG investing, including exclusionary screening, industry-based restrictions, and broader ESG risk frameworks. The presentation also noted that incorporation of ESG criteria would require the Commission to establish objectives, define acceptable parameters, and amend the Investment Policy accordingly. Further, the presentation emphasized that California public agencies must continue to prioritize preservation of principal and liquidity and may not sacrifice those objectives solely to achieve ESG-related goals.

During the Commission's September 2026 discussion of the annual Investment Policy review, Members expressed interest in revisiting ESG and SRI concepts to understand how peer agencies approach socially responsible investing within the constraints of California public fund investment requirements. Discussion included examples of agency practices such as excluding certain industries from investment portfolios and applying ESG risk-

screening methodologies. There was also discussion about company-specific exclusions, industry exclusions, and ESG risk-based approaches utilized by other agencies.

Staff seeks direction regarding whether, and to what extent, sustainability considerations should be incorporated into SVCW investment policy and investment management practices. Discussion will include how ESG / SRI policies, if they materially reduce the investment universe, can negatively impact returns. Based on Commission direction, staff may return at a future meeting with proposed policy amendments for consideration.

Discussion:

ESG and SRI investing encompass a broad spectrum of investment strategies. Approaches can range from screening out investments in specific industries, such as fossil fuels, tobacco, alcohol, gambling, or firearms, to incorporating environmental and social factors into credit analysis and investment selection. Other agencies employ social risk ratings or seek investments in companies that demonstrate favorable sustainability practices relative to industry peers. Potential approaches for SVCW may include industry exclusions, limiting certain activities, selecting top-performing socially-responsible issuers, reducing environmental risk exposure, and establishing risk thresholds.

SRI and ESG investing frameworks are different in that each uses different methods to incorporate non-financial considerations into investment decisions. SRI generally relies on exclusionary screens that prohibit investments in selected companies or industries based on ethical or social values, while ESG integrates environmental, social, and governance factors into the investment analysis process to evaluate and mitigate long-term investment risks. Stated differently, SRI is broadly values-driven, whereas ESG is primarily risk and performance-oriented. For example, an SRI policy may prohibit investments in fossil fuel producers, whereas an ESG policy may still allow such investments but prefer companies that demonstrate lower environmental risk and stronger governance practices. See comparative discussion of sustainable investment risk criteria options.

At the same time, California Government Code requirements governing public fund investments remain. Any ESG or SRI framework considered by SVCW must be consistent with the Authority's fiduciary responsibility to protect public funds and maintain adequate liquidity to meet operational and capital obligations. Staff is therefore seeking Commission input regarding the extent to which ESG or SRI principles should influence SVCW investment practices. Key policy questions include:

1. Whether SVCW should maintain its current investment approach without ESG or SRI-

specific criteria;
2. Whether SVCW should adopt a general statement supporting socially responsible investing that remains consistent with statutory investment objectives;
3. Whether certain industries or investment categories should be excluded from the Authority's portfolio;
4. Whether risk-rating frameworks should be considered as part of investment selection;
5. The importance of environmental, social, and governance factors relative to the Authority's traditional priorities of safety, liquidity, and yield; and
6. Whether staff should pursue draft amendments to Commission Policy 1992-01 for future Commission consideration.

Staff benchmarked the investment policies of numerous Bay Area cities, counties, water agencies, and wastewater agencies to evaluate current practices related to ESG and SRI investing. The review found that most agencies continue to emphasize the statutory investment objectives of safety, liquidity, and yield without incorporating explicit screening criteria. Although many agencies maintain robust sustainability and climate initiatives, those efforts are generally separate from treasury investment management. Only a few agencies were identified as having adopted explicit ESG or socially responsible investing provisions. Accordingly, the survey indicates that ESG/SRI-based investment policies are not yet common among Bay Area local agencies and utility districts, and their adoption remains a discretionary policy choice rather than a broadly established regional standard.

Agency	ESG/SRI in Treasury Investment Policy?
CalPERS	Yes. Incorporates "Investment Policy for Mitigating ESG Risks" into governance.
CalSTRS	Yes. Longstanding ESG integration and climate-risk evaluation practices
City of Berkeley	Yes. ESG Investing Initiative incorporated into investment governance.
City of Oakland	Yes. Social responsibility provisions in investment policy.
San Francisco SFERS	Yes, incorporates ESG factors into management of its plan.
San Francisco Treasury Pool	No explicit ESG/SRI provisions identified.
Santa Clara Valley Water*	Yes, referenced as already having ESG-related provisions.
City of Redwood City	Yes, referenced as using socially responsible investment considerations.
Dublin San Ramon San. District*	No explicit ESG/SRI provisions identified.
Central Contra Costa San. District*	No explicit ESG/SRI provisions identified.
San Carlos	No explicit ESG/SRI provisions identified.
Belmont	No explicit ESG/SRI provisions identified.
West Bay Sanitary District*	No explicit ESG/SRI provisions identified.
Burlingame	No explicit ESG/SRI provisions identified.
City of Sunnyvale	No explicit ESG/SRI provisions identified.
City of Cupertino	No explicit ESG/SRI provisions identified.
City of San Mateo	No explicit ESG/SRI provisions identified.
City of Palo Alto	No explicit ESG/SRI provisions identified.
City of Menlo Park	No explicit ESG/SRI provisions identified.
City of Mountain View	No explicit ESG/SRI provisions identified.
City of Hillsborough	No explicit ESG/SRI provisions identified.
City of Brisbane	No explicit ESG/SRI provisions identified.
East Bay MUD*	No explicit ESG/SRI provisions identified.
West County Wastewater District*	No explicit ESG/SRI provisions identified.

The purpose of this discussion item is not to adopt a specific ESG or SRI policy, but rather to obtain policy-level guidance from the Commission regarding its priorities and preferences.

Climate Effects:

There are no climate effects resulting from this action.

Financial Impacts:

There are no direct financial impacts from 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.

Member Agency Engagement:

None

Attachments:

1. Sustainable Criteria Options

Prepared by:

Matthew Anderson, Assistant Manager/Chief Financial Officer

Sustainable Criteria Options

The client can require specific investment screening metrics within its investment policy/mandate

Limit Overall ESG-Related Risk

Select up to one

1. Universal Rating with Exception Rule

Issuers must have medium or lower ESG Risk Rating; high-ESG Risk Rating issuers can still be eligible if within top 25th percentile of subindustry

2. Universal Rating

Limit eligibility to issuers with medium or lower ESG Risk Ratings

3. Relative Rating

Issuers must rank within top half of their subindustry; rankings are based on overall ESG Risk Ratings of issuers within the same subindustry

4. Universal & Relative Rating Hybrid

All eligible issuers must have a medium or lower ESG Risk Rating and score within the top half of their subindustry

least restrictive ⟷ ***most restrictive***

Divest from Certain Industries

- Limit investments from certain industries and/or subindustries using **Sustainalytics** classifications*
- Example classifications include oil & gas, refiners & pipelines, energy services, tobacco, pharmaceuticals, paper/forestry, etc.

40+
Industries

135+
Subindustries

- Limit investments from certain sectors using **Bloomberg** classifications**
- Example classifications include firearms and ammunition, private corrections, oil & gas, coal, tobacco, wine/spirits, brewery, night clubs, etc.

800+
BB Sectors

For illustrative purposes only. Not a specific recommendation. Actual criteria may vary. SRI/ESG metrics as provided by Sustainalytics and/or Bloomberg, as noted. Please see important disclosures at the end of this presentation.

**Sustainalytics has categorized each rated organization into one of over 40 industries and more than 135 subindustries, which can be used for pre-trade screening.*

***Bloomberg has over 800 categories available in its proprietary sector classifications system ("BB Sectors"), which are all available for exclusionary coding within our trade management system (Bloomberg AIM).*

Disclosures

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There is a risk that the issuers selected to support client sustainable objectives may not perform as expected in addressing sustainability considerations or such performance may change over time, which could cause a client account to temporarily hold securities that are not in alignment with the account's sustainable objectives. Further, there is a risk that information used to evaluate ESG criteria may not be readily available, complete or accurate, which could negatively impact an account's ability to apply its sustainable objectives. In managing client's sustainability objectives, PFM Asset Management may rely on analysis and ratings provided by third parties in determining whether an issuer meets an account's sustainability objectives. A client's perception may differ from PFM Asset Management's or a third party's on how to judge an issuer's adherence to client's guidelines.

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Agenda Report

From: Matthew Zucca
Report Type: Informational
Lead Department: Office of the Manager
Meeting Date: October 8, 2026

Subject:

Manager's Report

Recommendation:

None - Informational Only

Background:

None

Discussion:

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 385 days since the previous lost-work injury.

Regulatory Compliance
All samples collected since the previous meeting comply 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).

Vacancies and Recruitments
Recruitment is ongoing in the Manager's Office (1), and Maintenance (1) for the following positions:

- Business Operations Specialist
- Planner/Scheduler

Water Resources Development Act
As presented previously, at SVCW's request and in coordination with its federal lobbyist,

Representative Kevin Mullin submitted a funding request in the amount of $9,000,000 under Water Resources Development Act (WRDA) and $2,200,000 of funding request under WRDA for SVCW by Senators Alex Padilla and Adam Schiff. On September 16th, the House passed the WRDA of 2026 (H.R. 9497) on an overwhelming bipartisan basis of 415-9. The House passed the legislation before recessing, kicking off a seven-week-long recess. WRDA is responsible for authorizing the U.S. Army Corps of Engineers' (USACE's) water infrastructure activities and has historically enjoyed bipartisan support. The Senate Committee on Environment and Public Works unanimously approved its bill, WRDA (S. 4949) in July. Unlike the House WRDA, which is a USACE-focused bill, the Senate's WRDA includes reauthorization of key U.S. Environmental Protection Agency water infrastructure programs like the State Revolving Loan Funds (SRF) and Water Infrastructure Finance and Innovation Act (WIFIA). Negotiations between House and Senate committee staff are expected during the congressional recess to narrow differences to present to Members upon return to Washington in November.

Upcoming Commission Agenda Items

Table 1 contains currently anticipated agenda items for the Commission's consideration.

Key Meetings and Presentations

- Hosted the community group Sons in Retirement for a tour of the SVCW facility on September 17, 2026.
- Director of Engineering, Arvind Akela, was invited by the Residual & Biosolids Committee (RBC) for the Water Environment Federation (WEF) to present "Energy and Biosolids of SVCW." The presentation's focus is on energy neutrality and biosolids and will be co-presented BioforceTech.
- Guest lectured at Stanford University Civil and Environmental Engineering Class CEE 273T - Modern Modeling Techniques for Water and Wastewater Systems. The lecture topic was "Use of Modeling in Decision Making."

Recent and Upcoming Conferences

- BACWA Technical Seminar, October 8-9, 2026, EBMUD Pardee Reservoir (Manager)
- California Public Employers Labor Relations Association (CalPERLA) Annual Conference, November 17-20, 2026, Monterey, California (Executive Team)

SVCW WastewaterSCAN Dashboard for Previous 12 Months

WastewaterSCAN monitors infectious diseases through municipal wastewater systems to

inform public health responses at a local, regional, and national level. Its goal is to demonstrate that a national wastewater monitoring system is a valuable part of our public health infrastructure, can inform public health responses, and will help us prepare for future pandemics. WastewaterSCAN is based at Stanford University, in partnership with Emory University, and funded through philanthropy. SVCW participates through sample collection of wastewater. Attachment 4contains the most recent 12-months of data for various infection diseases from samples collected at SVCW.

Climate Effects:

There are no climate impacts associated with this Agenda Report.

Financial Impacts:

There are no financial impacts associated with this Agenda Report.

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.

Member Agency Engagement:

No engagement was done on this agenda report.

Attachments:

1. Table 1 - Commission Agenda Planning

Prepared by:

Matthew Zucca, Manager

TABLE 1

TENTATIVE SCHEDULE FOR UPCOMING REGULAR AND RECURRING COMMISSION AGENDA ITEMS

Silicon Valley Clean Water Authority

Agenda Item	Type of Agenda Item	Staff	Oct-26	Nov-26	Dec-26	Jan-27	Feb-27	Mar-27	Apr-27	May-27	Jun-27	Jul-27	Aug-27	Sep-26
Regular Agenda Items														
Miscellaneous Fees and Charges	Business	Matt A.	x											
Non-Compensation Benefit Policy	Business	Jen F.	x											
Project Completion Report - SHB Switchgear Battery Replacement	Informational	Kim	x											
Project Completion Report - Fixed Film Reactor and 3W Rehabilitation	Informational	Kim	x											
Project Completion Report - Food Waste Receiving Facility	Informational	Kim	x											
Utility of the Future Today Award	Business	Arvind	x											
Closed Session - Cybersecurity	Closed Session	Matt Z.		x										
Update on Long-Term Financial Liabilities (e.g., OPEB, UAL)	Informational	Matt A.		x										
Plant Capacity Update	Informational	Matt Z.		x										
Project Completion Report - AB/DMF Project	Informational	Kim		x										
Standard Specifications Update	Business	Kim		x										
Task Order for Wastewater Treatment Optimization Services	Business	Kim		x										
Project Completion Report - Final Effluent Pumping	Informational	Kim			x									
Award Elevator Rehabilitation Project	Business	Kim							x					
Initiate Application for State/Federal Funding	Informational	Matt A.										x		
Long-Range Facilities Plan	Business	Kim			x									
Award Levee Repairs Maintenance Project	Business	Kim										x		

TABLE 1

TENTATIVE SCHEDULE FOR UPCOMING REGULAR AND RECURRING COMMISSION AGENDA ITEMS

Silicon Valley Clean Water Authority

Agenda Item	Type of Agenda Item	Staff	Oct-26	Nov-26	Dec-26	Jan-27	Feb-27	Mar-27	Apr-27	May-27	Jun-27	Jul-27	Aug-27	Sep-26
Recurring Agenda Items													TY	
Approve new / amended operating fund agreements	Consent	Matt Z.	x	x	x	x	x	x	x	x	x	x		x
Workplan Implementation Update	Informational	Matt Z.	x			x			x					
Review Reserve Funds Policy	Business	Matt A.	x											
Audited Financial Report	Business	Matt A.		x										
Commission Meeting Schedule for 2026	Business	Jessica			x									
Review Annual Goals and Strategic Plan	Business	Matt Z.				x			x		x			
Chair and Vice Chair Elections. Appoint Secretary	Business	Matt Z.					x							
Annual Member Agency Flow and Loading Report	Business	Danny					x							
Vacancies Reporting (AB2561)	Informational	Jen F.						x	x					
Operating Budget Workshop	Informational	Matt A.						x						
Adoption of Operating Budget	Business	Matt A.							x					
Manager Performance Evaluation (closed session)	Business	Matt Z.								x	x			
Potential amendment to Manager Contract (open session)	Business	Matt Z.									x			
Resolution 77-6 “Personnel Resolution”	Business	Jessica									x			
Review Investment Policy	Consent	Matt A.												x
Review Debt Management Policy	Consent	Matt A.												x
Fixed Asset Disposals - Authorization	Consent	Matt A.												x
Conflict of Interest Policy Update (Next Update July 2028)	Business	Jessica												x
Annual Investment Update	Informational	Matt A.												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.

Agenda Report

From: Matthew Anderson
Report Type: Informational
Lead Department: Finance
Meeting Date: October 8, 2026

Subject:

Finance and Administration Report

Recommendation:

None - Informational Only

Background:

Each month, the finance department provides a summary of investments and the variance between revenue and expenditures for review by the Commission.

Discussion:

The following items will be discussed by staff during the Commission Meeting.

Investment Report
Attachment 1 provides an overview of how $59.4 million in liquid assets were invested as of August 31, 2026. The reports show the average yield was 3.81%, and that holdings are in compliance with SVCW policy and California government code.

General Information Items
The following items are presented for general information. Staff do not plan on providing additional verbal information during the Commission Meeting but are available to answer Commissioner questions.Key Activities:

- **New ERP Implementation**: Finance and Asset Management activities migrated to the new Microsoft Business Central / PowerApps platforms on October 01, 2026. Note that the new reporting tools will simplify warrant registers.
- **Fiscal year-end**: Preliminary draft of financial statements is completed, Audit fieldwork has commenced with no issues to date
- **Cybersecurity**: Heightened awareness and deepened coordination in response to recent cyberattacks against local governmental agencies.

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.

Member Agency Engagement:

None

Attachments:

1. Cash & Investments Summary Report

Prepared by:

Matthew Anderson, Assistant Manager/Chief Financial Officer

Attachment 1: Cash & Investments Summary Report
As of August 31, 2026

Description	Market Value	% of Total Holdings	Yield to Market
Reserve Accounts			
Operating Reserve* - Securities	$ -	0.00%	4.23%
Operating Reserve - Money Market Fund Balance	5,591,717	9.44%	3.52%
CIP Reserve* - Securities	35,781,486	60.44%	4.03%
CIP Reserve - Money Market Fund Balance	531,512	0.90%	3.52%
Stage 2 Capacity Reserve* - Securities	4,163,479	7.03%	1.77%
Stage 2 Capacity Reserve - Money Market Fund Balance	966,102	1.63%	3.52%
Total Market Value: Operating and Reserve Accounts	**$ 47,034,295**	**79.4%**	**3.75%**
Total Accrued Interest: Operating and Reserve Accounts	241,177		
GRAND TOTAL, RESERVE ACCOUNTS	**$ 47,275,472**		
Trustee Accounts:			
Prior Bonds Revenue Accounts	8,955	0.02%	3.31%
2021B Notes - Debt Service Fund WWTP	1,748	0.00%	3.31%
Total Market Value, Trustee Accounts	**$ 10,703**	**0.02%**	**3.31%**
Accrued Interest:	140		
Prefunding Pension - Section 115 Trust	4,451,902	7.52%	6.45%
Operating Cash (includes outstanding checks)	2,283,010	3.86%	0.00%
Cal-CLASS Balance	5,384,202	9.09%	3.75%
Local Agency Investment Funds (LAIF)**	42,143	0.07%	3.86%
Total Cash & Investments	**$ 59,447,572**	**100.00%**	**3.81%**

9/21/2026

Matthew P Anderson
Chief Financial Officer / Assistant Manager

Date

** 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 August 31, 2026								
Security Type	Operating Reserve	CIP Reserve	Capacity Reserve	Total Market Value	% of Total Portfollio	% Allowed by Policy	In Compliance	% Change vs. Prior Month
U.S. Treasury	$ -	$ 21,010,253	$ 1,954,615	$ 22,964,868	49%	100%	✓	(0.4%)
Supranationals	-	-	-	-	0%	15%	✓	0.0%
Federal Agency/GSE	-	994,372	703,016	1,697,388	4%	100%	✓	0.0%
Federal Agency/CMBS	-	3,379,934	429,691	3,809,624	8%	100%	✓	0.6%
Federal Agency CMO	-	432,350	240,741	673,091	1%	100%	✓	(0.0%)
Federal Agency MBS	-	1,509,528	835,416	2,344,944	5%	100%	✓	(0.0%)
Municipal	-	-	-	-	0%	30%	✓	0.0%
Corporate Notes	-	8,455,049	-	8,455,049	18%	30%	✓	(0.0%)
Asset-Backed Securities	-	-	-	-	0%	10%	✓	0.0%
Securities Sub-Total	**-**	**35,781,486**	**4,163,479**	**39,944,964**	**85%**			
Accrued Interest	-	225,110	16,067	241,177				
Securities Total	**-**	**36,006,596**	**4,179,545**	**40,186,141**				
Money Market Fund	5,591,717	531,512	966,102	7,089,331	15%	20%	✓	(0.2%)
Total Investments	**$ 5,591,717**	**$ 36,538,107**	**$ 5,145,647**	**$ 47,275,472**	**100%**			
As % of 6/30/26 Target:	*101.2%*	*88.5%*	*100.0%*	*91.0%*				

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

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.

Agenda Report

From: Arvind Akela
Report Type: Informational
Lead Department: Engineering
Meeting Date: October 8, 2026

Subject:

September Engineering Report

Recommendation:

None – Informational only

Background:

SVCW currently has eight projects in construction and anticipates eight upcoming Commission items between October 2026 and December 2026 for critical infrastructure rehabilitation. Active projects include biogas utilization, fixed-film reactor rehabilitation, final effluent pump improvements, aeration basin/dual media filter influent pipes rehab, digester and gas pipe upgrades, and food waste receiving facility construction.

Discussion:

Upcoming Commission Actions:

1. 2026 SVCW Construction Contract (Front-end) Documents: SVCW staff updates the front-end documents on annual basis to update any changes to public contract codes or new requirements to stay up to date.

Planned Commission Actions: Approve Front-end Specifications – October 2026

2. Master Services Agreement with OTC Flow: OTC Flow is a broker for buying and selling Renewable Energy Credits (REC). SVCW staff has negotiated an agreement with OTC Flow to be added as an additional broker to sell SVCW RECs. Currently, SVCW has an agreement with STX for these purposes.

Planned Commission Actions: Approve Master Agreement – November 2026

3. Solids Handling Building Switchgear Battery Replacement (CIP #9247): This project replaced the battery that provides auxiliary power to the switchgear. The battery was at the end of its useful life. Design was completed by Beecher Engineering, and

construction is nearly complete.

Planned Commission Actions: Project Completion Report – November 2026 (Informational)

4. FFR and 3W System Rehabilitation (CIP #9242): This project included 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 constructed by J.F. Shea.

Planned Commission Actions: Project Completion Report – November 2026 (Informational)

5. Food Waste Improvements (CIP #9257): This project included design and construction of 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

Planned Commission Actions: Project Completion Report – November 2026 (Informational)

6. Dual Media Filter (DMF)/Aeration Basin (AB) Inlet Pipe Rehab (CIP #9600): The project includes rehabilitating two of the largest underground pipes – 63-inch DMF feed pipe and 84-inch AB influent pipe.

Planned Commission Actions: Project Completion Report – December 2026 (Informational)

7. Final Effluent Pump Station Improvement (CIP#9223): The project includes upgrading the final effluent pumping systems including all five pumps, motors, VFDs and rehabilitating some associated piping system.

Planned Commission Actions: Project Completion Report – December 2026 (Informational)

8. Long Range Facilities Plan (LRFP) (CIP#9275): This planning project will develop a 50-year long facilities plan that will encompass future CIPs and its impact on annual CIP expenditures. This plan will be based on condition assessment, nutrient removal and potential upcoming capital projects.

Planned Commission Actions: Award Task Order – December 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 is building and installing 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. 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.
4. 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.
5. Food Waste Improvements (CIP #9257): This project includes design and construction of 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.
6. 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 rehab using CFRP lining of the DMF and AB inlet pipes using Carbon Fiber Reinforced Polymer (CFRP).
7. 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. The project was prioritized as part of the January 2025 CIP due to the deteriorating condition of the digester and gas piping systems. C. Overaa was awarded this contract.

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.

Member Agency Engagement:

Technical Committee has been updated of the status of these projects.

Attachments:

None

Prepared by:

Arvind Akela, Engineering Director

Agenda Report

From: Daniel Buenrostro
Report Type: Informational
Lead Department: Operations
Meeting Date: October 8, 2026

Subject:

Operations and Maintenance Report

Recommendation:

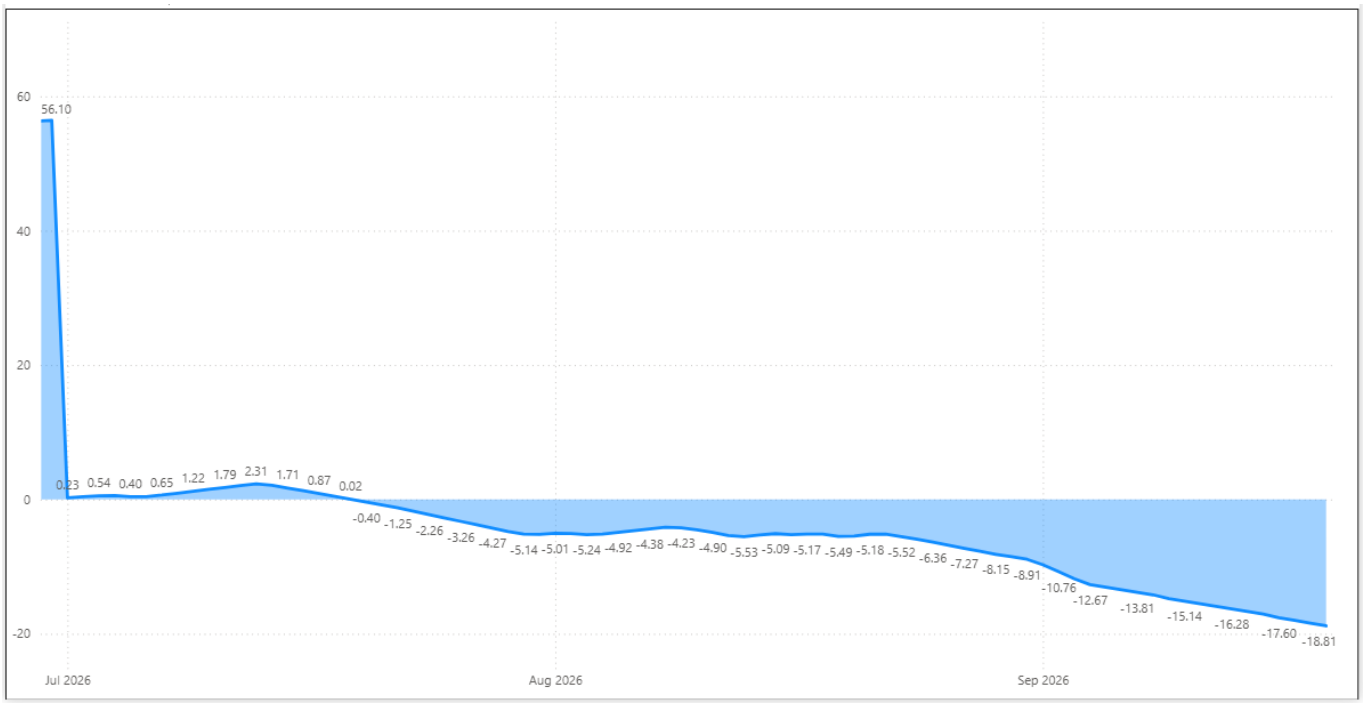
None - Informational

Background:

None

Discussion:

Energy System Operation
The cogeneration system has been operating intermittently since the commencement of the fiscal year. As of the date of this agenda report, SVCW is approximately 18 days behind the projected energy generation budget for the year. This also indicates an increase in onsite energy generation included in the FY 28 operating budget, from 19,000 kWh per day to 23,400 kWh per day. Nevertheless, the linear generators are capable of compensating for this discrepancy over the course of the year.


60
40
20
0
-20
56.10
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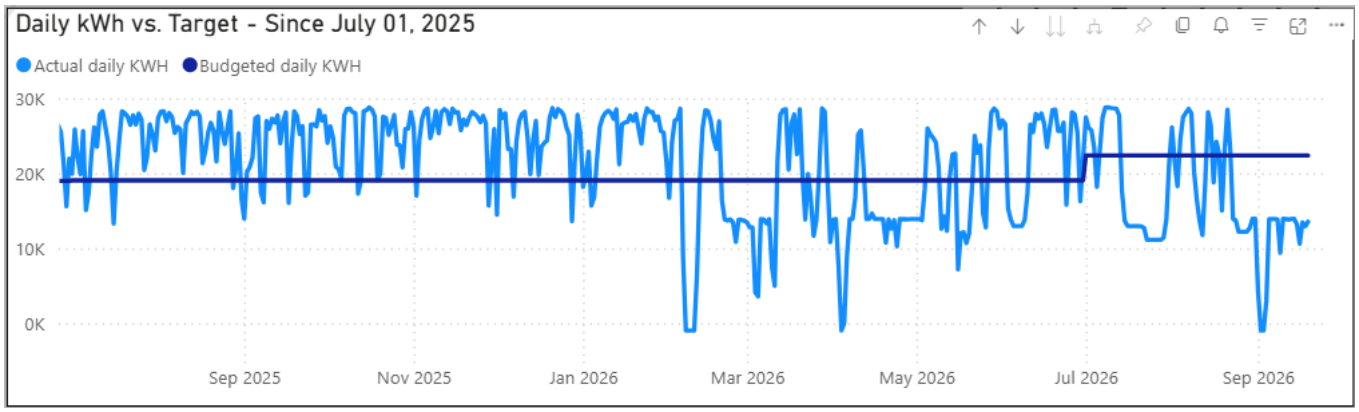
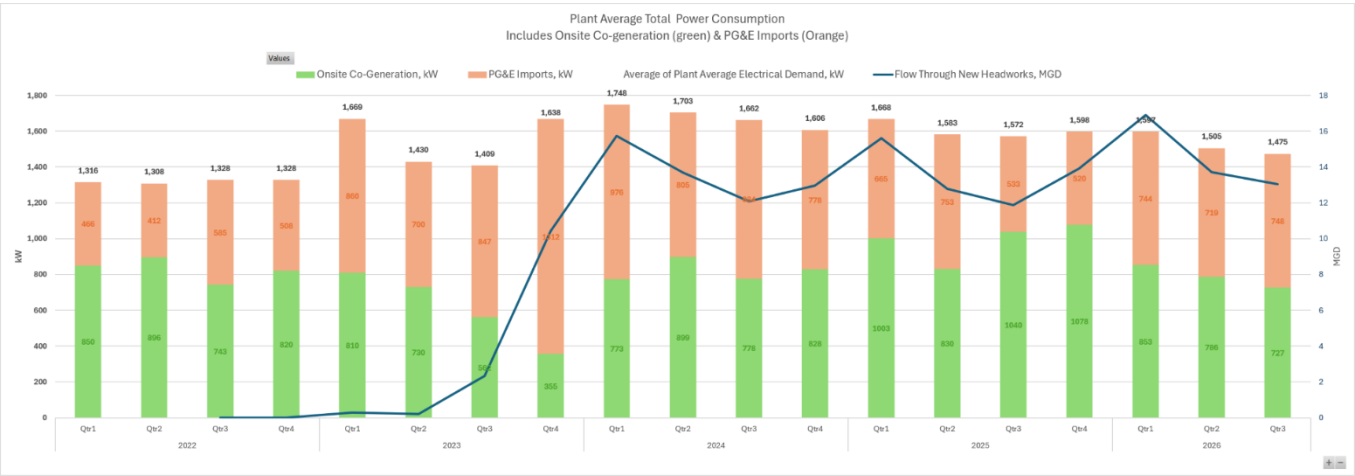
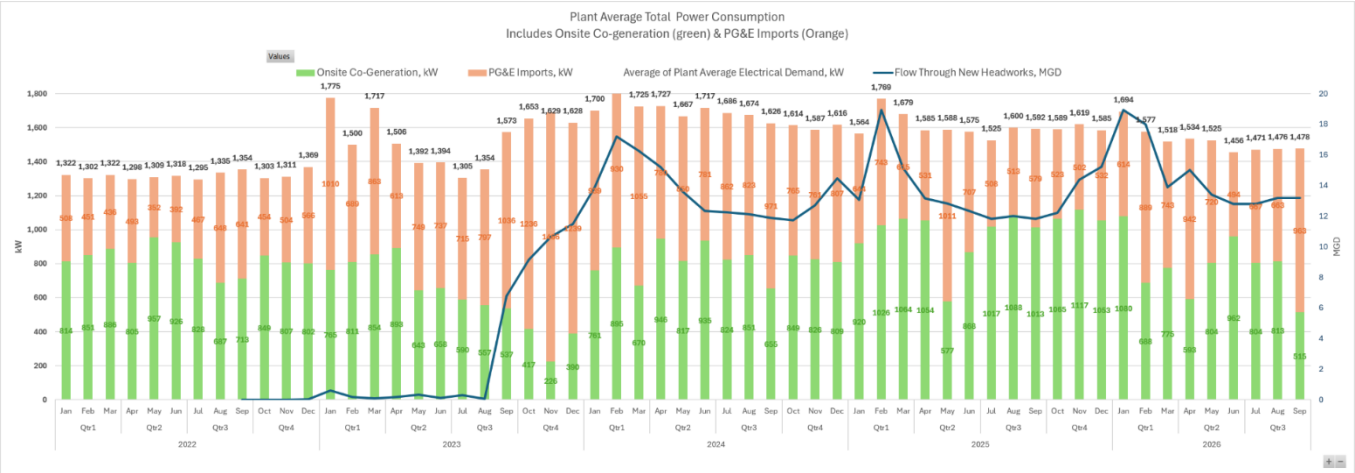
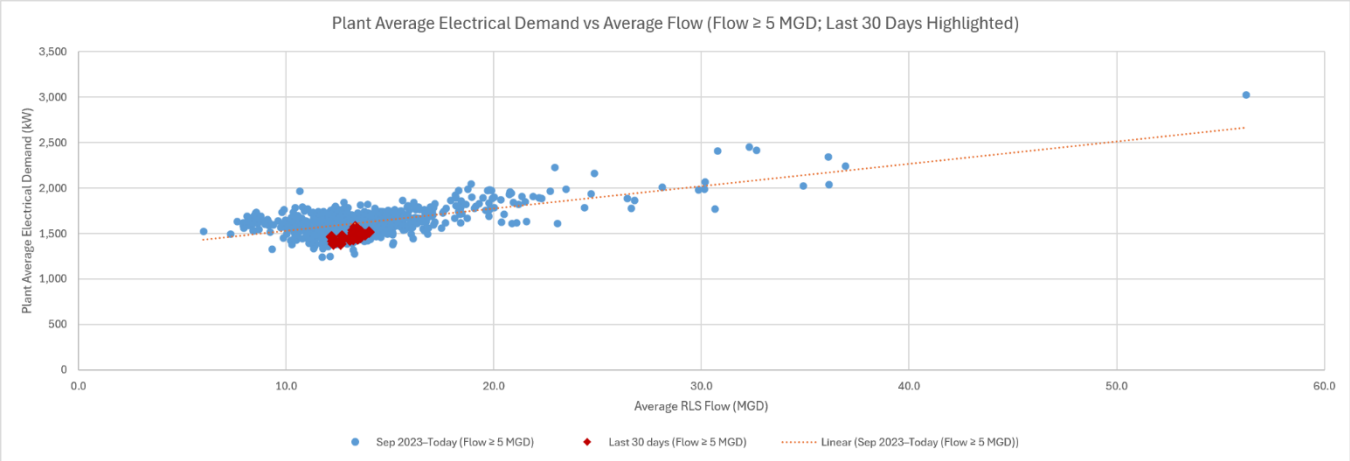
Jul 2026
Aug 2026
Sep 2026


Daily kWh vs. Target - Since July 01, 2025
Actual daily KWH
Budgeted daily KWH
30K
20K
10K
0K
Sep 2025
Nov 2025
Jan 2026
Mar 2026
May 2026
Jul 2026
Sep 2026


Plant Average Total Power Consumption
Includes Onsite Co-generation (green) & PG&E Imports (Orange)
Values
Onsite Co-Generation, kW
PG&E Imports, kW
Average of Plant Average Electrical Demand, kW
Flow Through New Headworks, MGD
kW
MGD
1,316 1,308 1,328 1,328 1,669 1,430 1,409 1,638 1,748 1,703 1,662 1,606 1,668 1,583 1,572 1,598 1,505 1,475
Qtr1 Qtr2 Qtr3 Qtr4 Qtr1 Qtr2 Qtr3 Qtr4 Qtr1 Qtr2 Qtr3 Qtr4 Qtr1 Qtr2 Qtr3 Qtr4 Qtr1 Qtr2 Qtr3
2022
2023
2024
2025
2026





Operations

- **RLS Max Flow Limiting Logic:** Developed and implemented new PLC/SCADA logic enabling the Receiving Lift Station (RLS) to automatically transition between control modes. This update eliminates the operational burden of continuous manual setpoint adjustments—a requirement that became significant after commissioning the AS Mix Box Bypass.

- **Aeration Basin Control Improvements:** Engineered and deployed a cascade Dissolved Oxygen (DO) control strategy alongside a most-open-valve blower header pressure control strategy. Currently in the testing phase, these improvements are designed to:

    1. Stabilize DO concentrations across basins.
    2. Optimize overall aeration efficiency.
    3. Mitigate the risk of blower surging.

- **GBT Control Upgrade:** Upgraded the Gravity Belt Thickener (GBT) feed control strategy by transitioning from traditional flow control valves to Variable Frequency Drive (VFD)

modulation.

1. Operational Impact: Previously, operators had to continuously adjust Waste Activated Sludge (WAS) pump speeds to maintain stable performance. The new automated controller manages these adjustments, significantly reducing operator intervention.
2. Co-Thickening: The upgrade streamlines the co-thickening of primary sludge and WAS, requiring substantially less monitoring and manual tuning.

- **Gravity Thickener Decommissioning:** The successful GBT control upgrade has allowed Operations to officially decommission the facility's last remaining original gravity thickener, which had been retained strictly as an emergency backup.

Additionally, Operations have successfully validated routing primary sludge directly to the GBTs while maintaining WAS co-thickening operations. This flexibility provides robust redundancy and sustains high treatment performance standards without relying on legacy infrastructure.

Maintenance

- **Cogen System & Gas Conditioning:** Replaced the media in the siloxane scrubbing vessel to maintain optimal gas quality for Cogen operations.
- **Engine Maintenance & Emissions:** Completed decoking operations on both engines, successfully removing carbon buildup to ensure continued compliance with local emissions limits.
- **Power Generation Status:** Engine 2 remains offline pending delivery of the ordered XT4 component; power generation is currently running on a single engine.
- **Upcoming Scheduled Maintenance:** Scheduled the RLS pump preventive maintenance for the week of September 28th in coordination with Shape and an in-house mechanic. This marks the first warranty-backed inspection of the volute and impeller with Shape, with any anomalies to be formally documented.

Member Agency Flows
Attachment 2 contains individual and aggregate flows for Member Agencies through September 23, 2026.

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.

Member Agency Engagement:

No engagement was done on this agenda report.

Attachments:

1. Table 1 - Key Operations Parameters for Plant Operations
2. Member Agency Flows

Prepared by:

Daniel Buenrostro, Chief Operating Officer

TABLE 1
KEY OPERATIONS PARAMETERS FOR PLANT OPERATIONS

DATES	Influent Average Daily Flow MGD	Effluent Average Daily Flow MGD	Recycled Water Produced Average Daily Flow MGD	Food Waste Average Daily Flow to Digesters GPD	Effluent BOD Removal (Average Daily) %	Fan Press Average Dry Tons Produced TONS
Sept 16 – Oct 15	13.2	12.62	0.95	6,573	96.09	10.1
Oct 16 – Nov 15	13.7	13.67	0.08	5,154	95.63	10.1
Nov 16 - Dec 15	14.28	14.66	0.04	3,311	96.29	7.9
Dec 16 - Jan 15	19.66	19.92	0.03	5,118	93.72	11.7
Jan 16 - Feb 15	15.12	15.22	0.02	5,115	94.02	9.2
Feb 16 - Mar 15	18.8	18.91	0	5,918	93	9.8
Mar 16 – Apr 15	15	15	0	4,827	96.3	9.2
April 16 – May 15	15.82	15.72	0.33	5,998	96.18	9.4
May 16 – Jun 15	13.93	13.25	1.36	4,881	96.27	10.6
Jun 16 – Jul 15	13.35	12.73	1.29	4,666	95.86	8.5
Jul 16 – Aug 15	13.3	12.52	1.39	6,805	95.8	9.4
Aug 16 - Sept 15	13.48	12.62	1.48	8,008	94.77	8.2

Abbreviations

BOD - biochemical oxygen demand
GPD - gallons per day
MGD - million gallons per day

MEMBER AGENCIES FLOWS

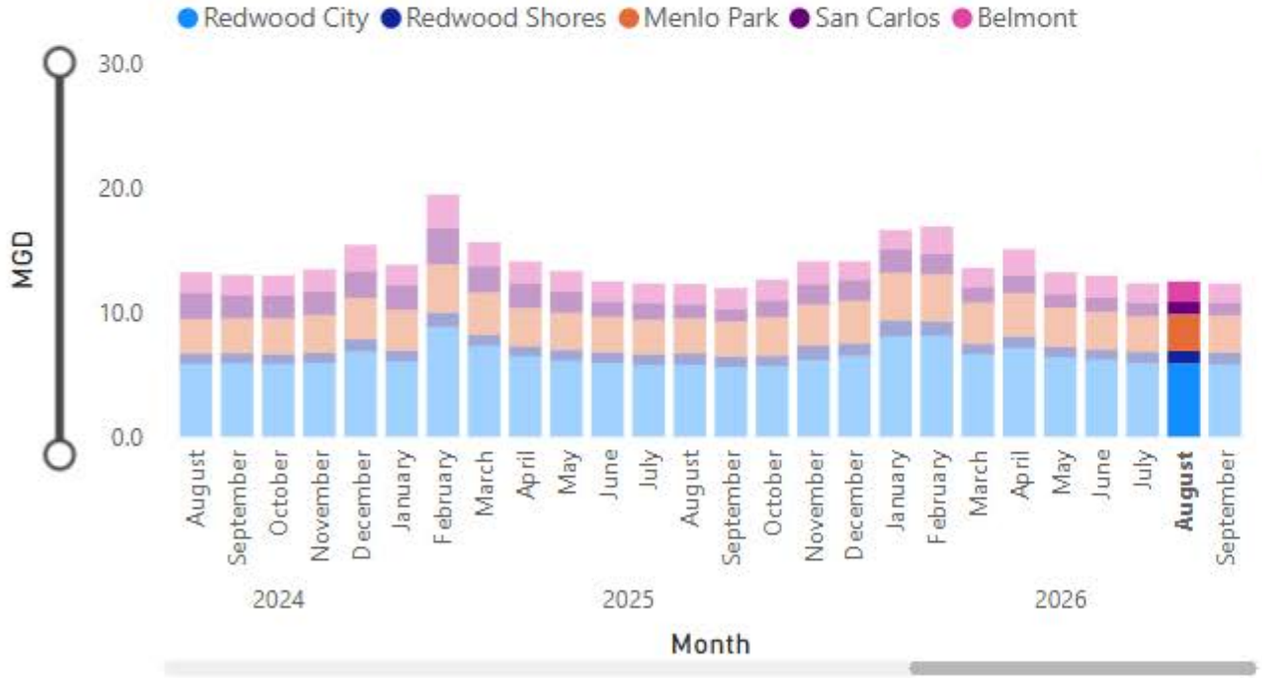
Date

1/1/2020 9/24/2026

Last update: 9/23/2026

Dry Season | Wet Season

SVCW FLOWS



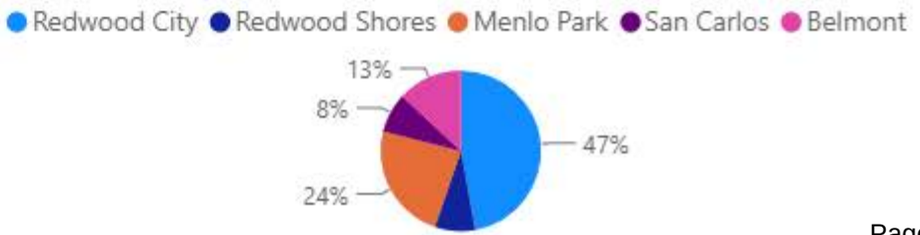
Month Selected: August 2026

Redwood City by Day

Redwood Shores by Day

Menlo Park by Day

San Carlos by Day

Belmont by Day

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