



NORTH SAN MATEO COUNTY SANITATION DISTRICT

a subsidiary of the City of Daly City

333 – 90TH STREET, DALY CITY, CALIFORNIA 94015-1895

(650) 991-8127

Regular Meeting - SANITATION DISTRICT

AGENDA

Monday, November 27, 2023 - 6:45 PM

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There are three ways to submit public comments: (1) submit written comments by meeting day, (2) submit written comments during the meeting, and (3) attend the meeting in person.

1. To submit written comments by meeting day, please email dwwr@dalycity.org and include "Public Comment" in the subject line. All written comments received by 4:00 pm on meeting day will be provided to the Board members prior to the meeting.

Please note: Any emailed comments received after 4:00 p.m. on the meeting date are not guaranteed to be received by the Board members prior to the meeting. Comments are not read aloud into the record.

2. During the meeting, you may visit www.dalycity.org/agendas to submit comments using the Public Comment form to address the Board members on a specific item, or during the public comment period, and such comments are delivered to the Board members and City Staff during the meeting, and may be read into the record at the time they are received.

3. To speak at the meeting in person, please complete a Speaker Card located at the entrance to the Council Chamber and submit it to a Staff Member as early in the meeting as possible.

Persons with disabilities who require auxiliary aids or services in attending or participating in this meeting should call the office of the Board Clerk at (650) 991-8200 as soon as possible.

AVAILABILITY OF PUBLIC RECORDS:

All public record to an open session item on this agenda, which are not exempt from disclosure pursuant to the California Public Records Act, that are distributed to a majority of the legislative body will be available for public inspection at the City Clerk's Office, City Hall located at 333 90th Street, Daly City, CA during normal business hours, at the same time that the public records are distributed or made available to the legislative body.

CALL TO ORDER:

ROLL CALL:

APPROVAL OF AGENDA:

CONSENT AGENDA

All items listed on the Consent Agenda are considered to be routine and may be approved by one roll call vote of the Board of Directors. There shall be no separate discussion of the matters on the Consent Agenda unless requested by a member of the Board. If discussion is required, that item will be removed from the Consent Agenda and will be considered separately at the end of the Agenda.

Minutes:

1. Minutes of Regular Meeting November 13, 2023

Action Items:

2. Sewer Service Charge Appeals - Fiscal Year 2023-24

END OF CONSENT AGENDA

PUBLIC APPEARANCES/ORAL COMMUNICATIONS

Speakers are limited to two minutes unless modified by the Chair. The District cannot take action on any matter raised under this item.

NEW BUSINESS

3. Award Construction Contract for the Wastewater Treatment Plant Roof Replacement Phase II

REPORTS:

4. Board of Directors
5. Staff

ADJOURNMENT:

REGULAR MEETING - BOARD OF DIRECTORS

MINUTES

November 13, 2023

The Board of Directors of the North San Mateo County Sanitation District convened in a Regular Meeting on November 13, 2023, in the City Council Chamber, City Hall, 333 - 90th Street, Daly City, California.

The meeting was called to order by Chairman Ray Buenaventura at 6:55 p.m.

ROLL CALL:

Present: Daus-Magbual, DiGiovanni, Sylvester, Manalo, Buenaventura

Absent: None

Staff Present: General Manager Thomas J. Piccolotti, District Counsel Rose Zimmerman, Director of Water and Wastewater Resources Joshua Cosgrove, Chief of Operations Greg Krauss, Plant and Equipment Maintenance Manager Michael Patolo, Director of Finance and Administrative Services Tim Nevin, Assistant to the City Manager Leilani Ramos, Executive Administrative Assistant Angelica Zermeno, and Office Assistant II Ester Cabral as Recording Secretary.

APPROVAL OF AGENDA:

Motion was made, seconded (DiGiovanni/Daus-Magbual) and unanimously approved.

CONSENT AGENDA:

1. **Minutes of Regular Meeting of September 25, 2023**
2. **Sewer Service Charge Appeals – FY 2023-24**
3. **Tertiary Treatment System Maintenance Agreement with Parkson Corporation**

Motion was made, seconded (Manalo/DiGiovanni) and unanimously carried to adopt the Consent Agenda.

NEW BUSINESS:

4. Motor Control Center & Transformer Replacement at the Wastewater Treatment Facility

Plant and Equipment Maintenance Manager Michael Patolo recommended that the Board of Directors contract with Cupertino Electric to perform the replacement of the motor control center in the Operations Building and replace the transformer for an amount not to exceed \$1,620,150 and to authorize the transfer of \$1,203,085 from the Sanitation Fund 87 Fund Balance.

The Wastewater Treatment Facility (Facility) utilizes several equipment to treat and ensure wastewater is processed effectively for proper use and disposal. The motor control center (MOC) is an electrical equipment which allows the Facility equipment to function automatically through programming set points. The electrical equipment in the Operations Building has reached its economic life and upgrades are required. This work is highly specialized and only three firms were identified as having the experience and skills to perform the work. Staff sent an informal bid notification to the three firms, but only one proposal was received. After review of the bid proposal, Staff recommended selecting Cupertino Electric Inc. (CEI) for their responsiveness as well as their experience and knowledge working at wastewater treatment facilities.

Motion was made, seconded (Manalo/DiGiovanni) and unanimously carried to adopt Resolution 23-SD-14, "Authorizing a Contract with Cupertino Electric, Inc. for Motor Control Center and Transformer Replacement at the Wastewater Treatment Facility".

REPORTS:

5. Board of Directors

None.

6. Staff

None.

ADJOURNMENT:

At 7:04 p.m., call of adjournment of Regular Meeting by Chairman Ray Buenaventura.



North San Mateo County Sanitation District
a subsidiary of the City of Daly City

Meeting Date: November 27, 2023

Subject: SEWER SERVICE CHARGE APPEALS - FISCAL YEAR 2023-24

Recommended Action

Based on staff review, I recommend that the sewer service charge be revised and based on annual water consumption or average yearly consumption excluding the base period.

Daly City Water

Chii, Maharba
APN# 003-100-040

Kyauk, Edgar
APN# 008-302-140

Johnson, Evelyn
APN# 002-323-160

Santiago, Bernard
APN# 091-312-090

Korkiatnun, Phornthip
APN# 006-462-010

Staff is available to provide any additional information desired by the Chair or Board Members.

Respectfully submitted,

A handwritten signature in black ink, appearing to read "Timothy Nevin", is written over a horizontal line.

Timothy Nevin
Director of Finance and Administrative Services

Attachment: Sewer Service Charge Appeals

cc: District General Manager
City Attorney
Department of Water and Wastewater Resources

NORTH SAN MATEO COUNTY SANITATION DISTRICT
SEWER SERVICE CHARGE APPEAL
BOARD MEETING DATE

PARCEL NO. 002-323-160 2023-24
CUSTOMER NAME Evelyn Johnson
SERVICE ADDRESS 420 Vista Grande Ave. Daly City, CA 94014

CREDIT BASED ON ACTUAL ANNUAL USAGE

WATER USAGE:

		BASE PERIOD	68
		2 MONTHS PRIOR	13
2 MONTHS AFTER	37	4 MONTHS PRIOR	17
4 MONTHS AFTER	22	6 MONTHS PRIOR	10
		8 MONTHS PRIOR	7
		10 MONTHS PRIOR	7
		ACTUAL ANNUAL USAGE	122
		BASE PERIOD ANNUALIZED	408
		ANNUAL CREDIT IN UNITS (MUST BE OVER 15 UNITS)	286
		PERCENTAGE CHANGE (MUST BE OVER 10%)	234%
		ANNUAL CREDIT IN DOLLARS	\$2,811.38
		(N.S.M.C.S.D. \$9.83 per unit)	

REASON FOR APPEAL

During the base period, customer found a leak in her kitchen and the second plumber fixed it for her. After repairs were completed, usage decreased back to their normal average.

STAFF RECOMMENDATION TO BOARD

Grant Adjustment - Based on actual annual usage

NORTH SAN MATEO COUNTY SANITATION DISTRICT
SEWER SERVICE CHARGE APPEAL
BOARD MEETING DATE

PARCEL NO. 006-462-010 2023-24
CUSTOMER NAME Phornthip Korkiatnun
SERVICE ADDRESS 498 Price St., Daly City CA 94014

CREDIT BASED ON ACTUAL ANNUAL USAGE

WATER USAGE:

		BASE PERIOD	95
		2 MONTHS PRIOR	32
2 MONTHS AFTER	105	4 MONTHS PRIOR	14
4 MONTHS AFTER	14	6 MONTHS PRIOR	16
		8 MONTHS PRIOR	11
		10 MONTHS PRIOR	13
		ACTUAL ANNUAL USAGE	181
		BASE PERIOD ANNUALIZED	570
		ANNUAL CREDIT IN UNITS (MUST BE OVER 15 UNITS)	389
		PERCENTAGE CHANGE (MUST BE OVER 10%)	215%
		ANNUAL CREDIT IN DOLLARS	\$3,823.87
		(N.S.M.C.S.D. \$9.83 per unit)	

REASON FOR APPEAL

A toilet leak occurred during the base period. Customers were on auto pay so didn't realize a leak was happening and it continued through the next billing cycle. Once they were aware, they repaired the leak immediately and usage started to decrease.

STAFF RECOMMENDATION TO BOARD

Grant Adjustment - Based on actual annual usage

NORTH SAN MATEO COUNTY SANITATION DISTRICT
SEWER SERVICE CHARGE APPEAL
BOARD MEETING DATE

PARCEL NO. 008-302-140 2023-24
CUSTOMER NAME Edgar K Kyauk
SERVICE ADDRESS 242 Del Prado Dr., Daly City CA 94015

CREDIT BASED ON ACTUAL ANNUAL USAGE

WATER USAGE:

		BASE PERIOD	31
		2 MONTHS PRIOR	40
2 MONTHS AFTER	110	4 MONTHS PRIOR	27
4 MONTHS AFTER	0	6 MONTHS PRIOR	23
		8 MONTHS PRIOR	16
		10 MONTHS PRIOR	14
		ACTUAL ANNUAL USAGE	151
		BASE PERIOD ANNUALIZED	186
		ANNUAL CREDIT IN UNITS (MUST BE OVER 15 UNITS)	35
		PERCENTAGE CHANGE (MUST BE OVER 10%)	23%
		ANNUAL CREDIT IN DOLLARS	\$344.05
		(N.S.M.C.S.D. \$9.83 per unit)	

REASON FOR APPEAL

Customer had a toilet leak that started during the base period through end of May. Their water meter was also replaced early summer. Usage decreased the next billing cycles.

STAFF RECOMMENDATION TO BOARD

Grant Adjustment - Based on actual annual usage

NORTH SAN MATEO COUNTY SANITATION DISTRICT
SEWER SERVICE CHARGE APPEAL
BOARD MEETING DATE

PARCEL NO. 003-100-040 2023-24
CUSTOMER NAME Maharba Chii
SERVICE ADDRESS 169 Miriam St., Daly City CA 94014

CREDIT BASED ON ACTUAL ANNUAL USAGE

WATER USAGE:

		BASE PERIOD	247
		2 MONTHS PRIOR	141
2 MONTHS AFTER	86	4 MONTHS PRIOR	3
4 MONTHS AFTER	30	6 MONTHS PRIOR	5
		8 MONTHS PRIOR	4
		10 MONTHS PRIOR	5
		ACTUAL ANNUAL USAGE	405
		BASE PERIOD ANNUALIZED	1482
		ANNUAL CREDIT IN UNITS (MUST BE OVER 15 UNITS)	1077
		PERCENTAGE CHANGE (MUST BE OVER 10%)	266%
		ANNUAL CREDIT IN DOLLARS	<u><u>\$10,586.91</u></u>
		(N.S.M.C.S.D. \$9.83 per unit)	

REASON FOR APPEAL

There was a leak toilet leak from last December through the base period. Customer is severely disabled and required assisted living daily until late August so he could not attend to the leak immediately. It was repaired and usage began to decrease. The home was actullay sold this past October.

STAFF RECOMMENDATION TO BOARD

Grant Adjustment - Based on actual annual usage

NORTH SAN MATEO COUNTY SANITATION DISTRICT
SEWER SERVICE CHARGE APPEAL
BOARD MEETING DATE

PARCEL NO. 091-312-090 2023-24
CUSTOMER NAME Bernard Santiago
SERVICE ADDRESS 6 Parkrose Ave., Daly City, CA 94015

CREDIT BASED ON ACTUAL ANNUAL USAGE

WATER USAGE:

		BASE PERIOD	15
		2 MONTHS PRIOR	47
2 MONTHS AFTER	3	4 MONTHS PRIOR	2
4 MONTHS AFTER	4	6 MONTHS PRIOR	3
		8 MONTHS PRIOR	4
		10 MONTHS PRIOR	3
		ACTUAL ANNUAL USAGE	74
		BASE PERIOD ANNUALIZED	90
		ANNUAL CREDIT IN UNITS (MUST BE OVER 15 UNITS)	16
		PERCENTAGE CHANGE (MUST BE OVER 10%)	22%
		ANNUAL CREDIT IN DOLLARS	\$157.28
		(N.S.M.C.S.D. \$9.83 per unit)	

REASON FOR APPEAL

During the base period, customer found a toilet leak. Usage went down after repairs completed.

STAFF RECOMMENDATION TO BOARD

Grant Adjustment - Based on actual annual usage



North San Mateo County Sanitation District

a subsidiary of the City of Daly City

Meeting Date: November 27, 2023

Subject: Award Construction Contract for the Wastewater Treatment Plant Roof Replacement Phase II

Recommended Action

Staff recommends the Board of Directors award the Wastewater Treatment Plant Roof Replacement Phase II contract to CWS Construction Group Inc. in the amount not to exceed \$1,875,000 and reject the bid protest of Blocka Construction, Inc.

Background

The Wastewater Treatment Facility (Plant) was constructed in 1975. Both the Administration building, and Operations building were built as an addition. Because of the age of the roof, staff requested a condition assessment of both roof structures by Simpson Gumpertz & Heger Inc. (SGH) in 2015. Corrosion of the roofing and ducting systems was identified. As a result, staff contracted with SGH to provide design services for replacement. The Administration Building roof, heating, ventilation, and cooling was fully replaced, and all new roofing material was installed as part of Phase I in 2018. In August of 2023, staff solicited formal bids for Phase II of the roof project.

Discussion

On October 5, 2023, staff received two bids for this project. The table below summarizes the two lowest bids.

Vendor	Bid Proposal
CWS Construction Group Inc	\$ 1,875,000
Blocka Construction Inc.	\$ 1,998,000

The Department of Water & Wastewater Resources however received a formal bid protest from Blocka Construction Inc. on October 11, 2023. The following day the department received a bid protest response from CWS Construction Group Inc. After detailed review, CWS Construction Group Inc. met required project guidelines and is the lowest responsive and responsible bidder.

Fiscal Impact

Sufficient funds are available in Sanitation Fund 87-920-994-4536 Ops Roof Replacement for this action.

Summary/Conclusion

Staff recommends the Board of Directors award the Wastewater Treatment Plant Roof Replacement Phase II contract to CWS Construction Group Inc. in the amount not to exceed \$1,875,000 and reject the bid protest of Blocka Construction, Inc.

Respectfully submitted,



Michael Patolo
Plant and Equipment Maintenance Manager



Joshua Cosgrove
Director of Water and Wastewater Resources

Attachment 1: CWS Bid

Attachment 2: Bid Summary

Attachment 3: Draft Agreement for Services-District

ADDENDA & CLARIFICATIONS:

The following Addenda and Clarifications have been received. The modifications to the Bid Documents noted therein have been considered and all costs thereto are included in the aforementioned bid sum.

Addendum #	<u>1</u>	Dated	<u>9/8/23</u>
Addendum #	<u>2</u>	Dated	<u>9/19/23</u>
Addendum #	<u>3</u>	Dated	<u>9/25/23</u>
Clarification #	<u>4</u>	Dated	<u>9/29/23</u>
Clarification #	<u>5</u>	Dated	<u>9/29/23</u>
Clarification #	<u> </u>	Dated	<u> </u>

AWARD OF CONTRACT:

Determination of lowest responsible bidder will be based on the Base Bid. The City reserves the right to award or not award the Base Bid.

Total Sum of Base Bid:

\$ 1,875,000

It is understood and agreed that:

In case words and figures as stated herein do not agree, the words shall govern and the figures shall be disregarded. In case the unit price and the total amount stated herein for any item are not in agreement, the unit price shall govern and the amount shall be corrected to conform thereto.

The undersigned agrees to begin the work and complete it within the time set forth in the contract documents, and agrees, furthermore, that in case of the undersigned's default in executing the required contract, with necessary bonds, within the time fixed by the published notice inviting bids, the proceeds of the check or bond accompanying this bid shall become the property of the City of Daly City.

The undersigned certifies under penalty of perjury that the representations made in this bid are true and accurate in accordance with Business and Professions Code Section 7028.15(e).

Date: 9/12/23

(Sign here if individual)

(Signature) _____

(Address) _____

(Sign here if Co-partnership)
Co-partnership name of firm

(Address) _____

(Signature of members signing)

(Address) _____

(Address) _____

(Sign here if Corporation)
Name of Corporation

Charlie Slack Sr

Signature of Officer of Corporation

Title: President

Charlie Slack

Signature of Officer of Corporation

Title: Secretary

Signature of Officer of Corporation

Title: _____

(AFFIX CORPORATE SEAL)

Contractor's License Number 811153

License Expiration Date 04/30/25

City of Daly City
Department of Water and Wastewater Resources
OPS and Administration Roof Improvements

Low Bidder

Account Code	Bid Item No.	Item Description	Quantity	Unit of Measure	Unit Price	Item Total
---	1	General Conditions	-	0	450,000.00	450,000.00
---	2	Abatement and Surface Preparation	-	0	75,000.00	75,000.00
---	3	Roof Replacement	-	0	222,000.00	222,000.00
---	4	Sheet Metal Replacement	-	0	50,000.00	50,000.00
---	5	Mechanical Equipment Replacement (including Electrical work)	-	0	800,000.00	800,000.00
---	6	Concrete Repair	-	0	15,000.00	15,000.00
---	7	Traffic Coating Installation	-	0	10,000.00	10,000.00
---	8	Elastomeric Coating Installation	-	0	20,000.00	20,000.00
---	9	Structural Repairs	-	0	782,000.00	782,000.00
	Construction Total for Base Bid Including Sales Tax, if any			CS	1,875,000.00	1,875,000.00
		Design Contingency			\$0.00	\$0.00
		Subtotal Construction and Design Contingency				\$0.00
		Contingency and Other Budget Items				
		Office Expenses and Public Notification	1	LS		
				10%	\$0.00	\$0.00
		Subtotal of Contingency and Other Budget Items				\$0.00
		Construction Administration and Inspection		5%	\$0.00	\$0.00
		Grand Total for Base Bid Including Sales Tax, if any, rounded to the nearest thousands				1,875,000

Bid Schedule and Summary

CITY OF DALY CITY

BIDDER QUALIFICATIONS FORM

(This Questionnaire must be submitted within one business day after the Bid Opening)

NAME OF PROJECT: WASTEWATER TREATMENT PLANT (WWTP) ROOF REPLACEMENT, PHASE II - CITY OF DALY CITY

NAME OF FIRM: CWS Construction Group, INC

NAME OF CONTACT: Charlie Slack EMAIL bidscws@gmail.com

ADDRESS: 1301 Grant Ave, Suite B TELEPHONE NO. 415-209-0229

Novato Ca 94945 FAX NO. 415-209-0228

DATE FIRM ESTABLISHED: 4/16/15

CONTRACTOR'S LICENSE NUMBER: 811153 CLASS: A+B

LICENSEE'S NAME: Charlie Slack LICENSE EXPIRATION DATE:

TITLE: Secretary 04/30/25

DURING THE PAST FIVE (5) YEARS:

HAS YOUR FIRM BEEN DENIED BONDING? YES, ☒ NO

HAS YOUR FIRM BEEN DENIED INSURANCE COVERAGE? YES, ☒ NO

HAVE THERE BEEN ANY JUDGEMENTS AGAINST YOUR FIRM? YES, ☒ NO

HAVE THERE BEEN ANY MECHANICS' LIEN AGAINST YOUR FIRM? YES, ☒ NO

HAS YOUR FIRM PAID ANY LIQUIDATED DAMAGES? YES, ☒ NO

HAS YOUR FIRM EXPERIENCED ANY LABOR PROBLEMS REGARDING
WAGES OR OTHER ISSUES? YES, ☒ NO

IF YOU ANSWERED "YES" TO ANY OF THE ABOVE QUESTIONS, PLEASE EXPLAIN:

CONSTRUCTION MANAGEMENT TEAM TO WORK ON PROJECT:

	<u>NAME</u>	<u>YEARS OF RELATED EXPERIENCE</u>	<u>YEARS WITH FIRM</u>
CONTRACT ADMINISTRATOR:	<u>Peter Hedgson</u>	<u>10</u>	<u>2</u>
FOREMAN:	<u>Jorge Hernandez</u>	<u>15</u>	<u>2</u>
OTHERS:	<u>Will Castrolle</u>	<u>7</u>	<u>4</u>

PREVIOUS JOBS FOR CITY OF DALY CITY: _____ YES, ☒ NO

SIMILAR WORK PERFORMED WITHIN THE LAST FIVE YEARS (BEGIN WITH THE MOST RECENT PROJECTS):

1. PROJECT DESCRIPTION: MWTP Admin lab and Dewatering Bldg Roof and HVAC
East Bay Municipal Utility District

TOTAL CONTRACT (\$): 6,200,000 PERCENT RESPONSIBLE: 55%

DID YOUR CONTRACT WORK INCLUDE:

CONTROL OF PUBLIC TRAFFIC? _____ ☒ YES, _____ NO

WORK ON PUBLIC STREET/PROPERTY? _____ YES, ☒ NO

PUBLIC NOTIFICATIONS/COORDINATION? _____ YES, ☒ NO

WAS THE WORK COMPLETED WITHIN SPECIFIED TIME? ☒ YES, _____ NO

CLIENT'S REFERENCE: Dominic La Marche

TELEPHONE NO. 831-428-2771

COMMENTS: _____

2. PROJECT DESCRIPTION: Ukiah Electric Utility Sitework and roof -City Of Ukiah

TOTAL CONTRACT (\$): 3,149,425

PERCENT RESPONSIBLE: 60

DID YOUR CONTRACT WORK INCLUDE:

CONTROL OF PUBLIC TRAFFIC?

☒ YES, ☐ NO

WORK ON PUBLIC STREET/PROPERTY?

☒ YES, ☐ NO

PUBLIC NOTIFICATIONS/COORDINATION?

☒ YES, ☐ NO

WAS THE WORK COMPLETED WITHIN SPECIFIED TIME?

☒ YES, ☐ NO

CLIENT'S REFERENCE: Cindy Sauers

TELEPHONE NO. 707-463-6286

COMMENTS: _____

3. PROJECT DESCRIPTION: Quinn Central Plant-Santa Rosa Junior College

Volume I is for the construction of an approximately 1973 SF central plant. Volume II is for the site utility work.

TOTAL CONTRACT (\$): 11,685,000

PERCENT RESPONSIBLE: 60

DID YOUR CONTRACT WORK INCLUDE:

CONTROL OF PUBLIC TRAFFIC?

☒ YES, ☐ NO

WORK ON PUBLIC STREET/PROPERTY?

☒ YES, ☐ NO

PUBLIC NOTIFICATIONS/COORDINATION?

☒ YES, ☐ NO

WAS THE WORK COMPLETED WITHIN SPECIFIED TIME?

☒ YES, ☐ NO

CLIENT'S REFERENCE: Scott Conners

TELEPHONE NO. 707-791-0146

COMMENTS: _____

4. PROJECT DESCRIPTION: Plant Operations Seismic upgrades-Central contra costa sanitary

The work generally consists of seismic upgrades and tenant improvements for the Plant Operations Building and new Server Room construction.

TOTAL CONTRACT (\$): 6,100,000

PERCENT RESPONSIBLE: 55

DID YOUR CONTRACT WORK INCLUDE:

CONTROL OF PUBLIC TRAFFIC?

_____ YES, X NO

WORK ON PUBLIC STREET/PROPERTY?

_____ YES, X NO

PUBLIC NOTIFICATIONS/COORDINATION?

_____ YES, X NO

WAS THE WORK COMPLETED WITHIN SPECIFIED TIME?

✓ YES, _____ NO

CLIENT'S REFERENCE: Nathan Hodges

TELEPHONE NO. 925-335-7762

COMMENTS: _____

FORM PREPARED BY: Charlie Slack

Name

Charlie Slack

Signature

Secretary

Title

DESIGNATION OF SUBCONTRACTOR PARTICIPATION

Complete and submit Form 00470(2) as part of the Bid Proposal.
Incomplete information may disqualify the Bid Proposal.

The *Designation of Subcontractor Participation* -- Form 00470(2) is designed to comply with the following:

Public Contract Code of the State of California Section 4100-4108	
1.	Each bidder shall set forth in the appropriate areas of the <i>Designation of Subcontractor Participation</i> form: (a) The name and the location of the place of business of each subcontractor who will perform work or labor or render service to the Prime Contractor in or about the construction of the work or improvement, in an amount in excess of 1/2 of one percent of the Contractor's total bid. In the case of construction of streets and highways only, information must be provided for each subcontractor, manufacturer, or supplier who will perform work or labor in excess of 1/2 of one percent of the Contractor's total bid, or \$10,000, whichever is greater. (b) The portion of the work which will be done by each such subcontractor.
2.	If the Contractor fails to specify a subcontractor for any portion of the work to be performed under the contract in excess of 1/2 of one percent of the Contractor's total bid, the Contractor contends that he or she is fully qualified to perform that portion of the work, and shall perform that portion himself or herself.
3.	The Contractor shall not substitute any other subcontractor for any subcontractor listed in the original bid except when the awarding authority consents in any of the following situations. (a) When listed subcontractor, after reasonable opportunity, fails or refuses to execute written contract based on general terms, conditions, plans and specifications of project. (b) When listed subcontractor becomes bankrupt or insolvent. (c) When listed subcontractor fails or refuses to perform. (d) When listed subcontractor fails or refuses to meet bond requirements set by general contractor. (e) When general contractor demonstrates that subcontractor's name was listed as a result of inadvertent clerical error. (f) When listed subcontractor is not properly licensed under Contractors License Law. (g) When the awarding authority determines that work performed by listed subcontractor is substantially unsatisfactory and not in substantial accordance with plans and specifications. (h) When awarding authority determines that subcontractor is substantially delaying or disrupting progress of work.
4.	Subletting or subcontracting of any portion of the work in excess of 1/2 of one percent of the Contractor's total bid as to which no subcontractor was designated in the original bid shall only be permitted in cases of public emergency or necessity, and then only after a finding reduced to writing as a public record of the awarding authority setting forth the facts constituting the emergency or necessity.
5.	If the Contractor violates any of the provisions of said Section 4100-4108, inclusive, of said Public Contract Code, or any amendments thereof, he violates his contract and the awarding authority, at its option and upon its own discretion, may cancel the contract. After any such violation, the Contractor may be penalized to the extent not to exceed ten (10) percent of the amount of the subcontract involved.

DESIGNATION OF SUBCONTRACTOR PARTICIPATION

1	2	3	4	5
*NAME OF SUBCONTRACTOR	*SUBCONTRACTOR'S BUSINESS LOCATION	DESCRIPTION OF WORK OR SERVICE TO BE PROVIDED	AMOUNT OF WORK/SERVICE \$	CALIFORNIA STATE CONTRACTOR LICENSE NO.
SCC	Norwalk, CA	Electrical	150,000	1109026
Alvarado	San Leandro, CA	Demolition	100,000	948348
Bay Metal Works	San Francisco, CA	Steel	150,000	1102859
FBI	Petaluma, CA	Elastomeric coating	22,000	944475
Pioneer Contractors	San Francisco, CA	Roofing	275,000	777064
TOP NOTCH	Sacramento, CA	HVAC	450,000	972009

* Information required under columns 1 and 2 must be included in the bid proposal at the time of opening; the remaining information must be provided within twenty-four (24) hours of the scheduled time of the bid opening, as required by California Public Contract Code Section 4104.

WASTEWATER TREATMENT PLANT (WWTP) ROOF REPLACEMENT, PHASE II - CITY OF DAILY CITY

CWS Construction Group, INC

PROJECT NAME

CONSTRUCTION COMPANY NAME

Charlie Slack 9/12/23

BIDDER'S SIGNATURE DATE

Project Name:

BID BOND

**10% OF THE AGGREGATE AMOUNT OF BID PROPOSED
INCLUDING ALL BID SCHEDULES**

KNOW ALL PERSONS BY THESE PRESENTS: That we, C W S Construction Group, Inc.,
as Principal, and American Alternative Insurance Corporation, as Surety, are held
and firmly bound unto THE CITY OF DALY CITY ("City"), in the sum of 10% of Base Bid amount for
payment of which in lawful money of the United States, well and truly to be made, we bind ourselves, our
heirs, executors, administrators, successors, and assigns, jointly and severally, firmly by these presents.

THE CONDITION OF THE ABOVE OBLIGATION IS SUCH THAT, WHEREAS, Principal has
submitted a bid for the work described as follows:
Wastewater Treatment Plant Roof Replacement, Phase II

NOW, THEREFORE, if Principal shall not withdraw said Bid within the time period specified after the
Bid Deadline, as defined in the Bidding Documents, or within sixty (60) days after the Bid Deadline if no
time period be specified, and, if selected as the apparent lowest responsible Bidder, Principal shall, within
the time period specified in the Bidding Documents, do the following:

- (1) Enter into a written agreement, in the prescribed form in accordance with the Bid within ten (10)
days after the same is awarded to the Principal.
- (2) File two bonds with the City, one to guarantee faithful performance and the other to guarantee
payment for labor and materials, as required by the Bidding Documents.
- (3) Furnish certificates of insurance and all other items as required by the Bidding Documents.

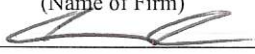
In the event of the withdrawal of said Bid within the time period specified, or within 60 days if no time
period be specified, or the disqualification of said Bid due to failure of Principal to enter into such
agreement and furnish such bonds, certificates of insurance, and all other items as required by the Bidding
Documents, then Principal shall pay to the City an amount equal to the difference, not to exceed the
amount hereof, between the amount specified in said Bid and such larger amount for which the City
procure the required work covered by said Bid, if the latter be in excess of the former, then this obligation
shall be null and void, otherwise to remain in full force and effect.

In the event suit is brought upon this bond by the City, Surety shall pay reasonable attorneys' fees and
costs incurred by the City in such suit.

IN WITNESS WHEREOF, we have hereunto set our hands this day of September 14, 20 23.

Principal: C W S Construction Group, Inc.

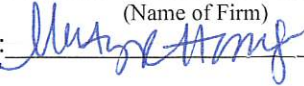
(Name of Firm)

By: 

Title: Cheryl Stalks, secretary

Surety: American Alternative Insurance Corporation

(Name of Firm)

By: 

Title: Misty R. Hemje, Attorney-In-Fact

NOTE: Notary acknowledgement for Surety and Surety's Power of Attorney must be attached.

(05/09/06)

00400

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
County of Contra Costa)

On September 14, 2023 before me, Brittany Kavan, Notary Public
(insert name and title of the officer)

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

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

WITNESS my hand and official seal.

Signature Brittany Kavan (Seal)



CERTIFIED COPY

POWER OF ATTORNEY

KNOW ALL MEN BY THESE PRESENTS: That the AMERICAN ALTERNATIVE INSURANCE CORPORATION, a corporation organized and existing by virtue of the laws of the State of Delaware ("Corporation") with offices at 555 College Road East, Princeton, N.J. 08543, has made, constituted and appointed, and by these presents, does make, constitute and appoint:

Kevin Re; Julia Ortega; Thuyduong Le; Misty R. Hemje; Brittany Kavan; Susan M. Exline; K. Zerounian; Courtney Chew; Maria De Los Angeles Raynoso; Virginia L. Black; Brian F. Cooper; Susan Hecker; M. Moody; Maureen O'Connell; Janet C. Rojo; Betty L. Tolentino; Robert P. Wixon; and Tina K. Nierenberg

its true and lawful Attorneys-in-Fact, at Princeton, in the State of New Jersey, each of them alone to have full power to act without the other or others, to make, execute and deliver on its behalf, as Surety or Co-surety, bonds and undertakings given for any and all purposes, also to execute and deliver on its behalf as aforesaid renewals, extensions, agreements, waivers, consents or stipulations relating to such bonds or undertakings provided, however, that no single bond or undertaking so made, executed and delivered shall obligate said Company for any portion of the penal sum thereof in excess of the sum of One Hundred Million Dollars (\$100,000,000).

Such bonds and undertakings for said purposes, when duly executed by said Attorney(s)-in-Fact, shall be binding upon said Company as fully and to the same extent as if signed by the President of said Company under its corporate seal attested by its Secretary.

This appointment is made under and by authority of a certain Resolution adopted at a meeting of the Board of Directors of said Company duly held on the 27th day of August, 1975, a copy of which appears below.

IN WITNESS WHEREOF, the AMERICAN ALTERNATIVE INSURANCE CORPORATION has caused its corporate seal to be hereunto affixed, and these presents to be signed by its duly authorized officers this 24th day of September, 2021.



By:

Michael G. Kerner

Michael G. Kerner
President

Attest:

Ignacio Rivera

Ignacio Rivera
Deputy General Counsel & Secretary

STATE OF NEW JERSEY, COUNTY OF SOMERSET

The foregoing instrument was acknowledged before me by means of online notarization this 24th day of September, 2021, by Michael G. Kerner and Ignacio Rivera, who are personally known to me.



Jillian Sanfilippo
Jillian Sanfilippo, Notary Public
State of New Jersey
My Commission Expires February 8, 2026

SECRETARY'S CERTIFICATE

The undersigned, Ignacio Rivera, hereby certifies:

1. That the undersigned is Secretary of American Alternative Insurance Corporation, a corporation of the State of Delaware;
2. That the original power of attorney of which the foregoing is a copy was duly executed on behalf of said Corporation on the day of its date, and has not since been revoked, amended or modified; that the undersigned has compared the foregoing copy thereof with said original power of attorney, and that the same is a true and correct copy of said original power of attorney and of the whole thereof;
3. That the original resolution of which the following is a copy was duly adopted at, and recorded in the minutes of, a regular meeting of the Board of Directors of said Corporation duly held on August 4, 1998, and has not since been revoked, amended or modified.

RESOLVED, that each of the following officers of this Corporation, namely, the President, the Executive Vice President, the Senior Vice Presidents, and the Vice Presidents, be, and they hereby are, authorized, from time to time in their discretion, to appoint such agent or agents or attorney or attorneys-in-fact as deemed by them necessary or desirable for the purpose of carrying on this Corporation's business, and to empower such agent or agents or attorney or attorneys-in-fact to execute and deliver, in this Corporation's name and on its behalf, and under its seal or otherwise, surety bonds, surety undertakings or surety contracts made by this Corporation as surety thereon.

RESOLVED, that the signature of any authorized officer of the Corporation and the Corporation's seal may be affixed by facsimile to any power of attorney and revocation of any power of attorney or certificate of either given for the execution of any surety bond, surety undertaking, or surety contract, such signature and seal, when so used being hereby adopted by the Corporation as the original signature of such officer and the original seal of the Corporation, to be valid and binding upon the Corporation with the same force and effect as though manually affixed.

FURTHER RESOLVED, that any prior appointments by the Corporation of MGAs are, in all respects, hereby ratified, confirmed and approved.

FURTHER RESOLVED, that the Secretary or any Assistant Secretary of this Corporation is hereby authorized to certify and deliver to any person to whom such certification and delivery may be deemed necessary and desirable in the opinion of such Secretary or Assistant Secretary, a true copy of the foregoing resolution.

4. The undersigned has compared the foregoing copies of said original resolutions as so recorded, and they are the same true and correct copies of said original resolutions as so recorded and of the whole thereof.

Witness the hand of the undersigned and the seal of said Corporation this 14th day of September, 2023.



AMERICAN ALTERNATIVE INSURANCE CORPORATION

Ignacio Rivera
Ignacio Rivera (Sep 24, 2021 16:06 EDT)

Ignacio Rivera
Deputy General Counsel & Secretary

TRS-1001-1

NONCOLLUSION AFFIDAVIT TO BE EXECUTED BY BIDDER AND SUBMITTED WITH BID

State of California
County of

)
) ss.

Brian Sh, being first duly sworn, deposes and says that he or she is

Tren of CWS Construction Group Inc

the party making the foregoing bid that the bid is not made in the interest of, or on behalf of, any undisclosed person, partnership, company, association, organization, or corporation; that the bid is genuine and not collusive or sham; that the bidder has not directly or indirectly induced or solicited any other bidder to put in a false or sham bid, and has not directly or indirectly colluded, conspired, connived, or agreed with any bidder or anyone else to put in a sham bid, or that anyone shall refrain from bidding; that the bidder has not in any manner, directly or indirectly, sought by agreement, communication, or conference with anyone to fix the bid price of the bidder or any other bidder, or to fix any overhead, profit, or cost element of the bid price, or of that of any other bidder, or to secure any advantage against the public body awarding the contract of anyone interested in the proposed contract; that all statements contained in the bid are true; and further, that the bidder has not, directly or indirectly, submitted a bid price or any breakdown thereof, or the contents thereof, or divulged information or data relative thereto, or paid, and will not pay, any fee to any corporation, partnership, company association, organization, bid depository, or to any member or agent thereof to effectuate a collusive or sham bid.

I declare under penalty of perjury that the foregoing is true and correct.

Executed on _____ 20_____, at _____,

California.

CALIFORNIA JURY
ATTACHE

Name of Bidder

By: _____
Signature

CALIFORNIA JURAT WITH AFFIANT STATEMENT

GOVERNMENT CODE § 8202

- ☒ See Attached Document (Notary to cross out lines 1-6 below)
☐ See Statement Below (Lines 1-6 to be completed only by document signer[s], *not* Notary)

1 _____
 2 _____
 3 _____
 4 _____
 5 _____
 6 _____

Signature of Document Signer No. 1 Signature of Document Signer No. 2 (if any)

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
 County of Marin

Subscribed and sworn to (or affirmed) before me
 on this 5 day of October, 2023
 by Barbara Slack
 (1) _____

(and (2) _____),
 Name(s) of Signer(s)



proved to me on the basis of satisfactory evidence
 to be the person(s) who appeared before me.

Signature _____
 Signature of Notary Public

Seal
 Place Notary Seal Above

OPTIONAL

Though this section is optional, completing this information can deter alteration of the document or fraudulent reattachment of this form to an unintended document.

Description of Attached Document

Title or Type of Document: Non Collusion Affidavit

Number of Pages: _____ Signer(s) Other Than Named Above: _____

Wastewater Treatment Plant Roof Replacement, Phase II

The City of Daly City, Daly City, CA

Addendum No. 1,

9/7/2023

The following changes/clarifications/additions have been added for the above captioned project. All provisions of the original Drawings and Specifications shall remain in force, except as specifically modified or changed herein, or by other addenda. **All addenda shall be acknowledged by the Bidder on the Addenda & Clarifications form.**

A. **REVISED MANDATORY PRE-BID MEETING/SITE VISIT**

There will be a mandatory pre-bid meeting and site visit held at **153 Lake Merced Blvd, Daly City, CA 94015 on September 14th at 10am.** Contractors shall meet at the front gate in front of the facility. Parking is available in the parking lot in front of the facility.

Attendance and sign-in is required at the mandatory pre-bid meeting and site visit for those wishing to submit a bid. The City will not accept bids from contractors that did not attend the mandatory pre-bid meeting and site visit.

B. SPECIFICATIONS:

Item #1	DELETE Section 07 18 14 Pedestrian Traffic Coatings ADD Section 07 18 14 Pedestrian Traffic Coatings AD-1, Addendum attachment 1
Item #2	DELETE Section 07 52 16 SBS Modified Bitumen Roofing ADD Section 07 52 16 SBS Modified Bitumen Roofing AD-1, Addendum attachment 2
Item #3	DELETE Section 07 62 00 Sheet Metal Flashing and Trim ADD Section 07 62 00 Sheet Metal Flashing and Trim AD-1, Addendum attachment 3
Item #4	DELETE Section 09 96 00 Elastomeric Wall Coating ADD Section 09 96 00 Elastomeric Wall Coating AD-1, Addendum attachment 4

Wastewater Treatment Plant Roof Replacement, Phase II

The City of Daly City, Daly City, CA

Addendum No. 2,

9/18/2023

The following changes/clarifications/additions have been added for the above captioned project. All provisions of the original Drawings and Specifications shall remain in force, except as specifically modified or changed herein, or by other addenda. **All addenda shall be acknowledged by the Bidder on the Addenda & Clarifications form.**

A. SPECIFICATIONS:

SECTION 00020

First Paragraph: Delete text "...2:00 PM on Thursday, September 21, 2023,..." and replace with:

"...2:00 PM on Thursday, September 28, 2023."

First Paragraph: Delete text "...at which time they will be publicly opened and read." and replace with:

~~"...at which time they will be publicly opened and read and recorded by the City Clerk."~~

First Paragraph: Add the following to the end of the paragraph.

"Final questions regarding bid documents will be due to Michael Patolo, Plant & Equipment Maintenance Manager, by 5:00 PM on Thursday, September 21, 2023."

End of Addendum No. 2

Wastewater Treatment Plant Roof Replacement, Phase II

The City of Daly City, Daly City, CA

Addendum No. 3,

9/22/2023

The following changes/clarifications/additions have been added for the above captioned project. All provisions of the original Drawings and Specifications shall remain in force, except as specifically modified or changed herein, or by other addenda. **All addenda shall be acknowledged by the Bidder on the Addenda & Clarifications form.**

A. REVISED ADDENDUM NO. 2:

Delete text "...2:00 PM on Thursday, September 28, 2023,..." and replace with:

"...2:00 PM on Thursday, October 5, 2023."

B. ADDITIONAL INFORMATION

Request for Information (RFI) responses will be provided by Monday, September 25, 2023 by the close of business day.

End of Addendum No. 3

Wastewater Treatment Plant Roof Replacement, Phase II

The City of Daly City, Daly City, CA

Addendum No. 4,

9/25/2023

The following changes/clarifications/additions have been added for the above captioned project. All provisions of the original Drawings and Specifications shall remain in force, except as specifically modified or changed herein, or by other addenda. **All addenda shall be acknowledged by the Bidder on the Addenda & Clarifications form.**

A. ADDITIONAL INFORMATION

Attachment 1: Request for Information (RFI) responses

Attachment 2: SECTION 01010 – SPECIAL CONDITIONS

Attachment 3: Asbestos and Lead XRF Report

End of Addendum No. 4

Wastewater Treatment Plant Roof Replacement, Phase II

The City of Daly City, Daly City, CA

Addendum No. 5,

9/28/2023

The following changes/clarifications/additions have been added for the above captioned project. All provisions of the original Drawings and Specifications shall remain in force, except as specifically modified or changed herein, or by other addenda. **All addenda shall be acknowledged by the Bidder on the Addenda & Clarifications form.**

A. SPECIFICATIONS:

SECTION 01 00 50 (see Attachment 1)

1.06 OWNER'S REPRESENTATIVE

Add the following "... c/o Michael Patolo"

1.07 COORDINATION WITH DRAWINGS AND SPECIFICATIONS

Add "D. Coordinate roof warranties: The Operations Building roofing is Phase 2 of the General Roof Rehabilitation project that began with Phase 1 on the Administration Building (completed 2020). The current roof warranty for Phase 1 is with The Garland Company. It is the City's desire that warranty coverage for Phase 2 closely align and coordinate with Phase 1 warranty. Substitute warranties for Phase 2 are acceptable if equal to the in-force warranty for Phase 1. Technical requirements for the roof warranty are in Section 07 52 16 SBS Modified Bitumen Roofing."

SECTION 09 96 00 (see Attachment 2)

Delete Section 09 96 00 Elastomeric Wall Coating AD-1 from Addendum No. 1, Item #4.

Add Section 09 96 00 Elastomeric Wall Coating (from original bid set).

B. ADDITIONAL INFORMATION:

ADDENDUM 4 – ATTACHMENT 1, #7 (see Attachment 3)

Add the following to "... We do not believe temporary HVAC is required at this time."

Request for Information (RFI) responses have been provided as of Thursday, September 28, 2023. Additional RFIs are no longer being accepted.

End of Addendum No. 5

Bid Opening: Thursday, October 5, 2023
2:00 P.M.

SUMMARY OF BIDS
WWTP ROOF REPLACEMENT PHASE II

NAME	TOTAL BID AMOUNT
CWS Construction Grp Inc. ^{Novato, CA} 94945	\$ 1,875,000
Block Construction - Pleasanton ^{CA} 94566	\$ 1,998,000

**AGREEMENT FOR SERVICES
BETWEEN THE NORTH SAN MATEO COUNTY SANITATION DISTRICT,
A SUBSIDIARY OF THE CITY OF DALY CITY,
AND**

CWS Construction Group, Inc.

THIS AGREEMENT, made and entered into at Daly City, California, this _____ day of _____, 20____ by and between the NORTH SAN MATEO COUNTY SANITATION DISTRICT, a subsidiary of the City of Daly City, a Municipal Corporation, hereinafter referred to as "DISTRICT", and CWS Construction Group, Inc., a California Corporation, hereinafter referred to as "FIRST PARTY."

WITNESSETH:

WHEREAS, DISTRICT desires to retain FIRST PARTY to provide certain professional services for DISTRICT in connection with that certain project called:

Wastewater Treatment Plant Roof Replacement Phase II Project
(HEREINAFTER REFERRED TO AS "PROJECT")

NOW, THEREFORE, IN CONSIDERATION OF THE MUTUAL COVENANTS, PROMISES AND CONDITIONS of each of the parties hereto, it is hereby agreed as follows:

I. SCOPE OF WORK

In consideration of the payment by DISTRICT to FIRST PARTY, as hereinafter provided, FIRST PARTY agrees to perform all the services as set forth in Exhibit A.

II. SCHEDULE FOR WORK

FIRST PARTY's proposed schedule for the various services required pursuant to this contract will be as set forth in Exhibit B. DISTRICT will be kept informed as to the progress of work by written reports, to be submitted monthly or as otherwise required in Exhibit B. Neither party shall hold the other responsible for damages or delay in performance caused by acts of God, strikes, lockouts, accidents or other events beyond the control of the other, or the other's employees and agents.

FIRST PARTY shall commence work immediately upon receipt of a "Notice to Proceed" from DISTRICT. The "Notice to Proceed" date shall be considered the "effective date" of the Agreement, as used herein, except as otherwise specifically defined. FIRST PARTY shall complete all the work and deliver to DISTRICT all project related files, records, and materials within one month after completion of all of FIRST PARTY's activities required under this Agreement.

III. COMPENSATION AND PAYMENT

A. DISTRICT shall pay FIRST PARTY an all inclusive fee that shall not exceed the amount as detailed in Exhibit C. This compensation shall be based on the rates attached in Exhibit C. Fixed hourly rates shall be inclusive of all indirect and direct charges to the Project incurred by FIRST PARTY.

FIRST PARTY's fee for the services as set forth herein shall be considered as full compensation for all indirect and direct personnel, materials, supplies and equipment, and services incurred by FIRST PARTY and used in carrying out or completing the work.

- B. Payments shall be monthly for the invoice amount or such other amount as approved by DISTRICT. As each payment is due, a statement describing the services performed shall be submitted to DISTRICT by the FIRST PARTY. DISTRICT shall have the discretion to approve the invoice and the work completed statement. Payment shall be for the invoice amount or such other amount as approved by DISTRICT, less retention. The retention will be zero percent (0%) of each payment, and final payment. Payment of the retention will be made to FIRST PARTY by DISTRICT thirty-five (35) calendar days after completion and acceptance of all work required under this Agreement.
- C. Payments are due upon receipt of written invoices. DISTRICT shall have the right to receive, upon request, documentation substantiating charges billed to DISTRICT. DISTRICT shall have the right to perform an audit of the FIRST PARTY's relevant records pertaining to the charges.

IV. EQUAL EMPLOYMENT OPPORTUNITY

- A. FIRST PARTY, with regard to the work performed by it under this Agreement shall not discriminate on the grounds of race, religion, color, national origin, sex, handicap or age in the retention of subconsultants, including procurement of materials and leases of equipment.
- B. FIRST PARTY shall take affirmative action to insure that applicants for employment, and employees, are treated during employment, without regard to their race, color, religion, sex, national origin, or handicap. Such action shall include, but not be limited to the following: employment, upgrading, demotion, or transfer; recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship.
- C. FIRST PARTY shall post in prominent places, available to employees and applicants for employment, notices setting forth the provisions of this non-discrimination clause.
- D. FIRST PARTY shall state that all qualified applications will receive consideration for employment without regard to race, color, religion, sex, national origin, or handicap.
- E. FIRST PARTY shall comply with Title VI of the Civil Rights Act of 1964 and shall provide such reports as may be required to carry out the intent of this section.
- F. FIRST PARTY shall incorporate the foregoing requirements of this section in all subconsultants agreement hereunder.

V. PROSECUTION OF WORK

FIRST PARTY will employ a sufficient staff to prosecute the work diligently and continuously and will complete the work in accordance with the schedule of work approved by the DISTRICT.

VI. ASSIGNMENT OF AGREEMENT AND TRANSFER OF INTEREST

- A. FIRST PARTY shall not assign this Agreement, and shall not transfer any interest in the same (whether by assignment or novation), without prior written consent of the DISTRICT thereto, provided, however, that claims for money due or to become due to the FIRST PARTY from the DISTRICT under this Agreement may be assigned to a bank, trust company, or other financial institution without such approval. Notice of an intended assignment or transfer shall be furnished promptly to the DISTRICT.

- B. In the event there is a change of more than 30% of the stock ownership or ownership in FIRST PARTY from the date this Agreement is executed, then DISTRICT shall be notified prior to the date of said change of stock ownership or interest and DISTRICT shall have the right, in event of such change in stock ownership or interest, to terminate this Agreement upon notice to FIRST PARTY. In the event DISTRICT is not notified of any such change in stock ownership or interest, then upon knowledge of same, it shall be deemed that DISTRICT has terminated this Agreement.

VII. INDEPENDENT WORK CONTROL

It is expressly agreed that in the performance of the service necessary for compliance with this Agreement, FIRST PARTY shall be and is an independent contractor and is not an agent or employee of DISTRICT. FIRST PARTY has and shall retain the right to exercise full control and supervision of the services and full control over the employment, direction, compensation and discharge of all persons assisting FIRST PARTY in the performance of FIRST PARTY's services hereunder. FIRST PARTY shall be solely responsible for its own acts and those of its subordinates and employees.

VIII. CONSULTANT QUALIFICATIONS

It is expressly understood that FIRST PARTY is skilled in the professional calling necessary to perform the work agreed to be done by it under this Agreement and DISTRICT relies upon the skill of FIRST PARTY to do and perform said work in a skillful manner usual to the profession. The acceptance of FIRST PARTY's work by DISTRICT does not operate as a release of FIRST PARTY from said understanding.

IX. NOTICES

All notices hereby required under this Agreement shall be in writing and delivered in person or sent by certified mail, postage prepaid.

Notices required to be given to DISTRICT shall be addressed as follows:

Joshua Cosgrove, Director
Department of Water and Wastewater Resources
153 Lake Merced Boulevard
Daly City, California 94015

Notices required to be given to FIRST PARTY shall be addressed as follows:

CWS Construction Group, Inc.
1301 Grant Ave
Novato, Ca 94945

Provided that any party may change such address by notice, in writing, to the other party and thereafter notices shall be addressed and transmitted to the new address.

X. GENERAL LIABILITY & INDEMNIFICATION

- A. Insurance. On or before beginning any of the service or work called for by any term of this Agreement, Consultant, at its own cost and expense, shall carry, maintain for the duration of the agreement, and provide proof thereof that is acceptable to the City Attorney's Office the insurance specified in subsections (1) through (3) below with insurers and under forms of insurance satisfactory in all respects to the DISTRICT. Consultant shall not allow any subcontractor, professional or otherwise, to commence work on any subcontract until all insurance required of the consultant has also been obtained for the subcontractor.
- (1) Workers' Compensation. Statutory Workers' Compensation Insurance and Employer's Liability Insurance with limits of not less than one million dollars (\$1,000,000) for any and all persons employed directly or indirectly by consultant. In the alternative, consultant may rely on a self-insurance program to meet these requirements so long as the program of self-insurance complies fully with the provisions of the California Labor Code. In such case, excess Workers' Compensation Insurance with limits of not less than five million dollar (\$5,000,000) shall be maintained. The insurer, if insurance is provided, and the consultant, if a program of self-insurance is provided, shall waive all rights of subrogation against the DISTRICT for loss arising from worker injuries sustained under this agreement.
- (2) Commercial General and Automobile Liability. Consultant, at Consultant's own cost and expense, shall maintain Commercial General Liability Insurance for the period covered by this agreement in an amount not less than one million dollars (\$1,000,000) combined single limit coverage for risks associated with the work contemplated by this agreement. Such coverage shall include but shall not be limited to, protection against claims arising from bodily and personal injury, including death resulting therefrom, and damage to property resulting from activities contemplated under this agreement, including the use of owned and non-owned automobiles.

Each of the following shall be included in the insurance coverage or added as an endorsement to the policy:

- (a) The City of Daly City, its subsidiary districts, the agency, its officers, employees, agents and volunteers are to be covered as insureds as respects each of the following: liability arising out of activities performed by or on behalf of consultant, including the insured's general supervision of consultant; premises owned, occupied or used by consultant; or automobiles owned, leased, hired, or borrowed by consultant. The coverage shall contain no special limitations on the scope of protection afforded to Daly City, its subsidiary districts, the Agency, its officers, employees, agents, or volunteers.
- (b) The insurance policy form shall provide coverage on an occurrence basis, and not on the basis of claims made.
- (c) Any explosion, collapse, and underground property damage exclusion must be deleted.

- (d) An endorsement must state that coverage is primary insurance.
 - (e) Any failure of consultant to comply with reporting provisions of the policy shall not affect coverage provided to City of Daly City and its subsidiary districts, the Agency, its officers, employees, agents, and volunteers.
 - (f) Broad form property damage liability must be afforded. A deductible that does not exceed \$5,000 may be provided.
 - (g) Insurance is to be placed with California-admitted insurers, and carrier(s) must be rated "A" or above in the Best's Rating Guide. The DISTRICT reserves the right to accept or deny use of any particular carrier.
 - (h) Notice of cancellation or non-renewal must be received by the DISTRICT at least thirty (30) days prior to such change.
- (3) Deductibles and Self-Insured Retentions. During the period covered by this agreement, upon express written authorization of City's Risk Manager and City Attorney, consultant may increase such deductibles or self-insured retentions with respect to DISTRICT, its subsidiary districts, the Agency, its officers, employees, agents, and volunteers. The Risk Manager and the City Attorney may condition approval of an increase in deductible or self-insured retention levels upon a requirement that consultant procure a bond guaranteeing payment of losses and related investigations, claim administration, and defense expenses that is satisfactory in all respects to each of them.
- (4) Notice of Reduction in Coverage. In the event that any coverage required under X. A. (1), (2), (3), of the agreement is reduced, limited, or materially affected in any other manner, at any time during the period that insurance coverage is required under this agreement, consultant shall provide written notice to DISTRICT at consultant's earliest possible opportunity and in no case later than five days after consultant is notified of the change in coverage.
- (5) Verification of Insurance. Consultant must submit acceptable proof of insurance, along with all endorsements that implement the insurance coverage required by the DISTRICT. Proof of insurance may be provided by an accurate Certificate of Insurance that identifies all insurance coverage actually in force (although it may exceed the amounts or coverages required by the DISTRICT). The original Certificate of Insurance, and signed endorsements need to be provided to the DISTRICT prior to any work being performed under the contract.
- (6) Any exceptions to the above requirements, limits or conditions are to be made upon the sole and exclusive discretion of the City of Daly City, by and through the City's Risk Manager.
- B. Indemnification - Hold Harmless. It is understood and agreed that Consultant has the professional skills, experience and/or knowledge necessary to perform the work agreed to be performed under this agreement, and DISTRICT relies upon the professional skills of Consultant to do and perform Consultant's work in a skillful and professional manner, and Consultant thus agrees to so perform the work.

Acceptance by DISTRICT of the work performed under this Agreement does not operate as a release of said Consultant from such professional responsibility for the work performed.

Consultant and sureties shall indemnify and hold harmless the City of Daly City, its subsidiary districts, their officers, agents, and employees from all claims, suits, or actions of every kind and description based upon negligence or willful misconduct brought for, or on account of, injuries or the death of any person or damage to property resulting from the performance of any work required pursuant to this Agreement or by the DISTRICT, its officers, agents or employees.

The duty of Consultant and its sureties to indemnify and hold harmless as set forth above, shall include the duty to defend as set forth in Section 2778 of the California Civil Code, provided, however, that nothing herein shall be construed to require the Consultant to indemnify the DISTRICT, its subsidiary districts, its officers, agents or employees against any responsibility for liability in contravention of Section 2782 of the California Civil Code. The duty to defend shall include any costs and expenses for attorney's fees and all incidental and consequential damages or costs from claims or litigation.

Consultant and its sureties expressly and specifically agree to waive any and all subrogation rights it may have against the DISTRICT, its subsidiary districts, officers or employees. Indemnification and waiver of subrogation contained in this section shall remain operative and in full force and effect regardless of any termination of this Agreement.

XI. RESPONSIBILITY AND LIABILITY FOR SUBCONSULTANTS AND SUBCONTRACTORS

Approval of or by DISTRICT shall not constitute nor be deemed a release of responsibility and liability of FIRST PARTY or its subconsultants and/or subcontractors for the accuracy and competency of the designs, working drawings, specifications or other documents and work, nor shall its approval be deemed to be an assumption of such responsibility by DISTRICT for any defect in the designs, working drawings, specifications or other documents prepared by FIRST PARTY or its subconsultants and/or subcontractors.

XII. OWNERSHIP OF WORK PRODUCT

Work products of FIRST PARTY for this project, which are delivered under this Agreement or which are developed, produced and paid for under this Agreement, shall become the property of DISTRICT.

XIII. REPRESENTATION OF WORK

Any and all representations of FIRST PARTY, in connection with the work performed or the information supplied, shall not apply to any other project or site, except the project described in Exhibit A or as otherwise specified in Exhibit A.

XIV. TERMINATION OF AGREEMENT

- A. DISTRICT may give thirty (30) days written notice to FIRST PARTY, terminating this contract in whole or in part at any time, either for DISTRICT's convenience or because of the failure of FIRST PARTY to fulfill its contractual obligations or because of FIRST PARTY's change of its assigned personnel on the project without prior DISTRICT approval. Upon receipt of such notice, FIRST PARTY shall:
 - (1) Immediately discontinue all services affected (unless the notice directs otherwise); and
 - (2) Deliver to the DISTRICT all data, drawings, specifications, reports, estimates, summaries, and such other information and materials as may have been accumulated or produced by FIRST PARTY in performing work under this Agreement, whether completed or in process.
- B. If termination is for the convenience of DISTRICT, an equitable adjustment in the contract price shall be made, but no amount shall be allowed for anticipated profit on unperformed services.
- C. If the termination is due to the failure of FIRST PARTY to fulfill its Agreement, DISTRICT may take over the work and prosecute the same to completion by contract or otherwise. In such case, FIRST PARTY shall be liable to DISTRICT for any reasonable additional cost occasioned to the DISTRICT thereby.
- D. If, after notice of termination for failure to fulfill Agreement obligations, it is determined that FIRST PARTY had not so failed, the termination shall be deemed to have been effected for the convenience of the DISTRICT. In such event, adjustment in the contract price shall be made as provided in Paragraph B of this section.
- E. The rights and remedies of the DISTRICT provided in this section are in addition to any other rights and remedies provided by law or under this Agreement.

XV. INSPECTION OF WORK

It is FIRST PARTY's obligation to make the work product available for DISTRICT's inspections and periodic reviews upon request by DISTRICT.

XVI. BREACH OF AGREEMENT

- A. This Agreement is governed by applicable federal and state statutes and regulations. Any material deviation by FIRST PARTY for any reason from the requirements thereof, or from any other provision of this Agreement, shall constitute a breach of this Agreement and may be cause for termination at the election of the DISTRICT.
- B. The DISTRICT reserves the right to waive any and all breaches of this Agreement, and any such waiver shall not be deemed a waiver of any previous or subsequent breaches. In the event the DISTRICT chooses to waive a particular breach of this Agreement, it may condition same on payment by FIRST PARTY of actual damages occasioned by such breach of Agreement.

XVII. SEVERABILITY

The provisions of this Agreement are severable. If any portion of this Agreement is held invalid by a court of competent jurisdiction, the remainder of the Agreement shall remain in full force and effect unless amended or modified by the mutual consent of the parties.

XVIII. CAPTIONS

The captions of this Agreement are for convenience and reference only and shall not define, explain, modify, limit, exemplify, or aid in the interpretation, construction, or meaning of any provisions of this Agreement.

XIX. LITIGATION OR ARBITRATION

In the event that suit or arbitration is brought to enforce the terms of this contract, the prevailing party shall be entitled to litigation costs and reasonable attorneys' fees.

XX. ENTIRE AGREEMENT

This document constitutes the sole Agreement of the parties hereto relating to said project and states the rights, duties, and obligations of each party as of the document's date. Any prior Agreement, promises, negotiations, or representations between parties not expressly stated in this document are not binding. All modifications, amendments, or waivers of the terms of this Agreement must be in writing and signed by the appropriate representatives of the parties to this Agreement.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement on the day and year first above written.

NORTH SAN MATEO COUNTY SANITATION DISTRICT
a subsidiary of the City of Daly City
a Municipal Corporation

By _____

Title _____
"DISTRICT"

(Name of First Party Here)
a California Corporation

By _____

Title _____
"FIRST PARTY"

APPROVED AS TO FORM:

Rose Zimmerman
District Counsel

(REV. 9/30/98)