

Public Works Project No. UY-21-07
City of Sunnyvale Secondary Treatment and Dewatering Project

AGREEMENT
DRAFT GENERAL CONSTRUCTION CONTRACT
BETWEEN THE CITY OF SUNNYVALE AND
WALSH CONSTRUCTION COMPANY II, LLC

THIS AGREEMENT made and entered into this _____, 2022, between the CITY OF SUNNYVALE, a California chartered municipal corporation, hereinafter referred to as the "City" or "Owner", and WALSH CONSTRUCTION COMPANY II, LLC, an Illinois limited liability company, hereinafter referred to as the "Contractor".

RECITALS

WHEREAS, the Sunnyvale City Council ("City Council") heretofore caused Drawings and Specifications for the Work hereinafter mentioned to be prepared, and therefore did approve and adopt the Drawings and Specifications on April 29, 2022 (IFB #PW22-17, Public Works Project #UY-21-07); and

WHEREAS, the City Council did cause to be published for the time and in the manner required by law, a Notice inviting sealed Bids for the performance of the Work; and

WHEREAS, Contractor, in response to such Notice, submitted to the City Council within the time specified in the Notice, and in the manner provided for therein, a sealed Bid for the performance of the Work specified in the Contract Documents, which the Bid, and the other Bids submitted in response to the Notice, the City publicly opened and canvassed in the manner provided by law; and

WHEREAS, Contractor was the lowest responsible Bidder for the performance of the Work, and the City Council, as a result of the canvass of the Bids, did determine and declare Contractor to be the lowest responsible Bidder for the Work and award a Contract to Contractor to do the Work referred to in the aforementioned plans and specifications (RTC No. 22-0975); and

WHEREAS, Contractor is ready, willing, and able to complete all Work specified in the Contract Documents, in accordance with the Specifications, Drawings and all other terms and conditions of the Contract Documents; and

NOW, THEREFORE, in consideration of the mutual covenants hereinafter, the City and Contractor agree as follows:

AGREEMENT

ARTICLE 1 – SCOPE OF WORK

1.1 The Work. Contractor shall furnish all labor, materials, tools, apparatus, equipment, transportation, insurance, bonds, special services, and skill ("the Work") to construct and complete in good workmanlike and substantial manner to the satisfaction of the City all the Work called for, and in the manner designated in, and in strict conformity with the Contract Documents for the project entitled: **City of Sunnyvale Secondary Treatment and Dewatering Project**. All incidental work not shown on the Plans or specified herein which is necessary to complete the Work so as to provide the project described, or shown, shall be furnished, and installed as part of this Contract at no additional cost to the City.

1.2 Location of Work. The Work will be performed at the following location: City of Sunnyvale,

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CA as shown on the Contract Drawings.

ARTICLE 2 – CONTRACT DOCUMENTS

2.1 Contract Documents.

The documents listed below are herein referred to as the “Contract Documents”:

- Introductory Information (Sections 00005 through 00010).
- Bidding Requirements (Sections 00100 through 00499. Does not include Section 00300, Supplemental Project Information Available to Bidders).
- Contracting Requirements (Sections 00500 through 00999).
- General Requirements (Division 1).
- Technical Specifications (Division 2 and all other Divisions following).
- City of Sunnyvale Standard Specifications for Public Works Construction, Revised July 2019.
- City of Sunnyvale Standard Details for Public Works Construction, Revised June 2019.
- Contract Drawings.
- Addenda (numbers 1 to 10, inclusive).
- Permits from other agencies as may be required by law.
- All other documents incorporated by reference into these Contract Documents.
- The following which may be delivered or issued on or after the Effective Date of the Agreement and are not attached hereto:
 - Notice to Proceed (Section 00600);
 - Field Directive(s);
 - Change Order(s);
 - Unilateral Change Order; and
 - Field Order(s).

2.2 Not Contract Documents. There are no Contract Documents other than those listed in this Section 00510, Article 2.1, Contract Documents. As stated in Article 2.1 above, **Contract Documents**, above, Section 00300, Supplemental Project Information Available to Bidders, and the information supplied therein, are not Contract Documents. The Contract Documents may only be amended, modified, or supplemented as provided for in Section 00700, General Conditions and Section 00800, Supplementary General Conditions.

2.3 Definitions and Terms. Unless otherwise specifically provided herein, all terms, words and phrases defined in Section 00700, Article 1.02, Definitions of Words and Terms, shall have the same meaning and intent in this Agreement.

2.4 Entire Contract; Interpretation. This Agreement, together with the Contract Documents, constitutes the entire agreement between the Parties with respect to the subject matter hereof, and supersedes all prior oral or written agreements between the Parties with respect thereto (including without limitation, City’s award of the Contract to Contractor and any applicable letter of intent), unless such agreement is expressly incorporated herein. City makes no representations or warranties, express or implied, not specified in this Agreement or the Contract Documents. This Agreement and the Contract Documents are the product of negotiation between the Parties.

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Accordingly, any rule of construction of contracts (including, without limitation, California Civil Code § 1654) that ambiguities are to be construed against the drafting party shall not be employed in the interpretation of this Agreement or the Contract Documents.

2.5 Severability. Any provision or part of the Contract Documents held to be void or unenforceable under any Law or Regulation shall be deemed stricken, and all remaining provisions shall continue to be valid and binding upon City and Contractor, who agree that the Contract Documents shall be reformed to replace such stricken provision or part thereof with a valid and enforceable provision that comes as close as possible to expressing the intention of the stricken provision.

2.6 Amendments. The terms of this Agreement or the Contract Documents shall not be waived, altered, modified, supplemented, or amended in any manner whatsoever except as authorized by the Contract documents or by a written instrument signed by the Parties.

2.7 Further Assurances. The Parties shall cooperate fully in the execution of any and all other documents and in the completion of any additional actions that may be necessary or appropriate to give full force and effect to the terms and intent of this Agreement and the Contract Documents.

ARTICLE 3 – CONTRACT PRICE

3.1 Contract Price Breakdown. Subject to additions and deductions by Change Order(s) as provided in the Contract Documents, the City agrees to pay and Contractor agrees to accept, in full payment for completion of the Work in accordance with the Contract Documents as follows:

BID SCHEDULE

Item No.	Description	Quantity	Unit of Measure	Unit Price	Base Bid Amount
1	Mobilization/Demobilization including SWPPP (not to exceed 5 percent of Total Bid Price)	1	Lump Sum	\$13,000,000	\$13,000,000
2	Sheeting, shoring, and bracing, or equivalent method for the protection of life and limb in trenches and open excavations, pursuant to California Labor Code Sections 6705 and 6707	1	Lump Sum	\$6,527,291	\$6,527,291
3	3-1 Pre-negotiated amount for Demon Sidestream Treatment System Specification Section 11195. Refer to the Memorandum of Agreement	1	Lump Sum	\$3,726,735	\$3,726,735 ^{AD4}
	3-2 Price adjustments for Demon Sidestream Treatment System Specification Section 11195, if needed	1	Lump Sum	\$402,941	\$402,941

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Item No.	Description	Quantity	Unit of Measure	Unit Price	Base Bid Amount
4	4-1 Pre-negotiated amount for Cake Pumping System Section 11313Q. Refer to the Memorandum of Agreement	1	Lump Sum	\$2,752,600	\$2,752,600 ^{AD4}
	4-2 Price adjustments for Cake Pumping System Section 11313Q, if needed	1	Lump Sum	\$258,231	\$258,231
5	5-1 Pre-negotiated amount for Rotary Drum Thickeners Section 11382. Refer to the Memorandum of Agreement	1	Lump Sum	\$1,069,817	\$1,069,817 ^{AD4}
	5-2 Price adjustments for Rotary Drum Thickeners Section 11382, if needed	1	Lump Sum	\$138,445	\$138,445
6	Pre-negotiated amount for Dewatering Screw Press System Section 11384. Refer to the Memorandum of Agreement	1	Lump Sum	\$1,402,500	\$1,402,500 ^{AD4}
	6-2 Price adjustments for Dewatering Screw Press System Section 11384, if needed	1	Lump Sum	\$130,169	\$130,169
7	7-1 Pre-negotiated amount for Diesel Fueled Engine Generator Specification Section 16232. Refer to the Memorandum of Agreement	1	Lump Sum	\$1,846,358	\$1,846,358 ^{AD4}
	7-2 Price adjustments for Diesel Fueled Engine Generator Specification Section 16232, if needed	1	Lump Sum	\$167,837	\$167,837
8	Additional Bollards (REVOCABLE)	20	Each	\$1,565.50	\$31,310
9	PCS System Computers and Hardware Per Section 01026	1	Allowance		\$30,000
10	Relocate/Repair Existing Utility Conflicts Per Section 01026	1	Allowance		\$200,000
11	Replace or Rehabilitate Miscellaneous Electrical, Mechanical, and Communication Equipment Per Section 01026	1	Allowance		\$100,000
12	Purchase Miscellaneous Operations and Maintenance	1	Allowance		\$100,000

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Item No.	Description	Quantity	Unit of Measure	Unit Price	Base Bid Amount
	Equipment Items Per Section 01026				
13	Builder's Risk Insurance for Acts of God as defined by California Public Contract Code section 7105 to cover 95% of Total Bid Price	1	Lump Sum	\$3,523,451	\$3,523,451
14	All other work required	1	Lump Sum	\$242,465,066	\$242,465,066

Progress and final payments shall be in accordance with the General Conditions.

When, under the provisions of this Agreement, the City shall charge any sum of money against Contractor, City shall deduct and retain the amount of such charge from the amount of the next succeeding progress estimate, or from any other moneys due or that may become due to the Contractor from City. If, on completion or termination of the Contract, sums due Contractor are insufficient to pay City's charges against him, the City shall have the right to recover the balance from Contractor or its sureties. Compensation for Unit Price Items shall be based upon the unit prices stated in above schedule times the actual quantities or units of work and materials performed or furnished. Unit prices paid by the City may change depending on actual quantities or units or work completed in accordance with Section 00700-9.04, Increased or Decreased Quantities.

3.2 Substitution of Securities for Money Withheld. At any time prior to final payment, Contractor may request substitution of securities for any money withheld by the City to ensure performance of the Agreement in the manner as provided by California Public Contract Code §22300. At the expense of Contractor, securities equivalent to the money withheld may be deposited with the City or with an approved financial institution as escrow agent according to a separate Security Agreement. Securities eligible for substitution shall include those listed in §16430 of the California Government Code or bank or savings and loan certificates of deposit.

ARTICLE 4 – CONTRACT TIMES

4.1 Time is of the Essence. All time limits for Milestones, if any, Substantial Completion, and completion and readiness for final payment as stated in the Contract Documents are of the essence of this Agreement.

4.2 Commence Work. Contractor shall commence execution of the Work on the date established in the Notice to Proceed. The City reserves the right to modify or alter the Commencement Date of the Work.

4.3 Days to Achieve Contract Times. The Contractor shall diligently execute the Work to complete each Milestone listed below within the following number of consecutive calendar days from the date established in the Notice to Proceed for the commencement of the Contract Time.

TIMES ALLOWED FOR COMPLETION

Contractual Completion Event	Completion Time (# of calendar days from
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	Notice to Proceed date) or Seasonal Dates
Substantial Completion	1,057 ^{AD7} from NTP 3

Milestones – Milestones are further defined in Section 01010, Summary of Work, and Section 00800, Supplementary General Conditions.

4.4 Liquidated Damages. The City and Contractor recognize that time is of the essence of this Agreement and that the City will suffer financial loss if the Work is not completed within the contract times specified in Article 4.3, **Days to Achieve Contract Times, above.** The actual fact of the occurrences of damages and the actual amount of the damages which City would suffer if the Work were not completed within the specified times set forth above are dependent upon many circumstances and conditions which could prevail in various combinations, and, from the nature of the case, it would be impracticable and extremely difficult to fix the actual damages.

Damages which City would suffer in the event of delay include loss of the use of the Project, and, in addition, expenses of prolonged employment of an architectural and engineering staff; costs of administration, construction management, inspection, and supervision; the loss suffered by the public within the City's constituent cities by reasons of the delay in the completion of the project to serve the public at the earliest possible time; and, costs associated with ongoing and extended permit compliance.

Accordingly, the City and Contractor agree that as liquidated damages for delay, in accordance with California Government Code Section 53069.85, Contractor will forfeit and pay to the City liquidated damages in the amounts set forth in the table below, per day for each and every calendar day that expires after the time for completion specified in the above Section 4.3, Days to Achieve Contract Times, except as otherwise provided by extension of time pursuant to Section 00700-8.04, Time Extensions, of the General Conditions.

It is further understood and agreed in accordance with California Government Code Section 53069.85 that the liquidated damages sum specified in this provision is not manifestly unreasonable under the circumstances existing at the time this Agreement was made, and that the City may deduct liquidated damages sums in accordance with this provision from any payments due or that may become due Contractor.

Damages for Delays

Milestone	Contractual Completion Event	Dollars Per Day Liquidated Damages (Amount in Dollars)
	Substantial Completion	\$10,000

4.5 Damages for Violations of Environmental Impact Mitigation Requirements. Contractor recognizes that the City has defined environmental controls for the Work to promote compliance with the environmental impact mitigation requirements identified in the City's certified Programmatic Environmental Impact Report and related mitigation monitoring and reporting plan for the Work. In addition to the liquidated damages specified in the above Section 4.4, **Liquidated Damages**, the City and Contractor agree that penalties imposed on and costs incurred by the City as a result of violations of such requirements caused by the actions or inactions of the

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Contractor, its employees, agents, or subcontractors, Contractor will forfeit and pay the City any and all penalties and costs for such violations, up to a maximum of \$10,000 per calendar day. Costs related to such penalties and violations include, without limitation, City staff time, City equipment costs, materials, City's consultants, and legal fees.

ARTICLE 5 – INSURANCE AND BONDS

5.1 Indemnification.

Contractor shall indemnify and hold harmless the City, Construction Manager, Design Engineer, Funding Agencies, and their directors, elected officials, officers, officials, employees, agents, consultants, attorneys, divisions, related agencies and entities, successors and assigns, contractors and representatives, and volunteers in accordance with the General Conditions and the Supplementary Special Conditions.

5.2 Insurance.

The City requires that Contractor shall maintain insurance requirements on the Pacific Insurance Network System (PINS). Contractor shall procure and maintain during the life of this Agreement, policies of insurance and provide all certificates or endorsements in accordance with the General Conditions and the Supplementary Special Conditions. By execution of this Agreement, the Contractor certifies as follows:

"I am aware of the provisions of California Labor Code Section 3700 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."

5.3 Faithful Performance Bond and Payment Bond. The Contractor, simultaneously with the execution of the Agreement, will be required to furnish a Faithful Performance Bond to guarantee the Faithful Performance of the Contract equal to one hundred (100%) of the Total Contract Price set forth in Article 4 and a Payment Bond required by Part 4, Title 15, Chapter 7, Division Three of the Civil Code of the State of California equal to one hundred percent (100%) of the Total Contract Price set forth in Article 4. The bonds must be issued by a surety company admitted in California and with a current A.M. Best's rating of no less than A-VIII or equivalent, unless otherwise approved by Agency.

Any alteration(s) made in any provision of this Agreement shall not operate to release any surety from liability on any bond required hereunder and the consent to make such alteration(s) is hereby given, and any surety on said bonds hereby waives the provisions of Sections 2819 and 2845 of the California Civil Code.

Contractor must submit the following document with the bonds: The original, or a certified copy, of the unrevoked appointment, power of attorney, bylaws or other instrument entitling or authorizing the person who executed the bond to do so.

ARTICLE 6 – CITY'S REPRESENTATIVE(S) AND AUTHORITY'S CONSULTANTS

6.1 City's Representative. The City has designated **Allison Boyer**, or his/her designee to act as City's Representative. The City may change the individual(s) acting as City's Representative(s), or delegate one or more specific functions to one or more specific City's Representative at any time with notice and without liability to Contractor. Each City's

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Representative is the beneficiary of all Contractor obligations to the City, including without limitation, all releases, and indemnities. All documents requiring the signature/approval of City shall be signed by the City's Representative.

6.2 Design Engineer. The City has designated **Carollo Engineers** to act as Design Engineer. The Design Engineer is included within and covered by Contractor's release and indemnity obligations to the City.

6.3 Construction Manager. The City has designated **Psomas** to act as Construction Manager. The City may assign, upon mutual agreement, all or part of the City's Representative's duties, rights, and responsibilities to the Construction Manager. The Construction Manager is the beneficiary of all Contractor obligations to the City, including without limitation, all releases, and indemnities.

ARTICLE 7 – CONTRACTOR'S REPRESENTATIONS

7.1 Representations and Warranties. In order to induce the City to enter into this Agreement, Contractor makes the following representations and warranties:

- A. Contractor has visited the Site and has examined thoroughly and understood the nature and extent of the Contract Documents, Work, Site, locality, actual conditions, and all local conditions, and federal, state and local laws and regulations that in any manner may affect cost, progress, performance or furnishing of Work or which relate to any aspect of the means, methods, techniques, sequences or procedures of construction to be employed by Contractor and safety precautions and programs incident thereto.
- B. Contractor has examined thoroughly and understood all reports of exploration and tests of subsurface conditions, record drawings, drawings, products specifications, or reports, available for bidding purposes, of physical conditions, including Underground Facilities, which are identified in Section 00300, Supplemental Project Information Available to Bidders, or which may appear in the Contract Documents. Contractor further acknowledges and agrees that, in executing the Agreement, it is relying on its own observation of (1) the site of the Work, (2) access to the Site, (3) all other data and matters requisite to the fulfillment of the Work and on its own knowledge of existing facilities on and in the vicinity of the site of the Work to be constructed under the Contract, (4) the conditions to be encountered, (5) the character, quality and scope of the proposed Work, (6) the quality and quantity of the materials to be furnished, and (7) the requirements of the Contract, the plans, the specifications, and other related information made available to Contractor by the City.
- C. Contractor has correlated its knowledge and the results of all such observations, examinations, investigations, explorations, tests, reports and studies with the terms and conditions of the Contract Documents.
- D. Contractor has given the City prompt written notice of all conflicts, errors, ambiguities, or discrepancies that it has discovered in or among the Contract Documents and record drawings and actual conditions and the written resolution thereof (if any) through Addenda issued by the City is acceptable to Contractor.
- E. Contractor is duly organized, existing and in good standing under applicable state law, and is duly qualified to conduct business in the State of California.

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- F. Contractor has duly authorized the execution, delivery and performance of this Agreement, the other Contract Documents, and the Work to be performed herein. The Contract Documents do not violate or create a default under any instrument, agreement, order, or decree binding on Contractor.

Contractor has listed the following Subcontractors consistent with the Subcontractor Listing Law, California Public Contract Code §4100 <i>et seq.</i> Name of Subcontractor and Address of Mill or Shop	Description of Subcontractor's Work	Subcontractor's License No.	DIR Registration No.
Blocka Construction, Inc. (13.57%)	Electrical	679326	1000000447
Air Systems, Inc. (2.01%)	HVAC	855330	1000008723
Foundation Constructors, Inc. (1.40%)	Temporary Shoring	270761A	1000005585
Foundation Constructors, Inc. (1.44%)	Auger Cast Piles	270761A	1000005585
Camblin Steel (3.05%)	Rebar	218839	1000000385
Murphy Industrial Coatings (1.21%)	Coatings	310594	1000005885
GTE Metals (2.9%)	Metal F&I	668344	1000005201
Skyline Scaffold (0.59%)	Decking Shoring	858633	1000000114
DN Tanks (0.88%)	Prestressed Concrete Tank	1080890	1000820128
Mag Trucking (1.21%)	Trucking	N/A	1000014378

ARTICLE 8 – LABOR CODE COMPLIANCE AND DAVIS-BACON WAGES

8.1 California Labor Code. Pursuant to the provisions of California Labor Code Section 1770 et seq., which are hereby incorporated by reference and made a part hereof, the Director of the Department of Industrial Relations has determined the general prevailing rate of the per diem wages and the general prevailing rate for holiday and overtime Work in the locality in which the Work is to be performed, for each craft, classification or type of worker needed to perform the Work. Per diem wages shall be deemed to include employer payments for health and welfare, pension, vacation, apprenticeship or other training programs, and similar purposes. Copies of the rates are on file at City Public Works Department office or may be downloaded from the State Department of Industrial Relations website, Division of Labor Statistics and Research, <http://www.dir.ca.gov/dlsr/>. The rate of prevailing wage for any craft, classification, or type of workmanship to be employed in performing the Work is the rate established by the applicable collective bargaining contract which rate so provided is hereby adopted by reference and shall be

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effective for the life of this Agreement or until the Director of the Department of Industrial Relations determines that another rate is adopted.

It shall be mandatory for the Contractor and all subcontractors to pay not less than such specified prevailing wage rates to all workers employed in the performance of the Work. If any worker engaged in the performance of the Work is paid less than the specified prevailing wage rate, the Contractor shall pay to each such worker the difference between the specified prevailing wage rate and the actual amount paid to such worker for each calendar day or portion thereof. In addition, Contractor shall comply with the provisions of California Labor Code Section 1775, including provisions which require Contractor to the following: (a) forfeit as penalty to City not more than \$200 for each calendar day or portion thereof for each worker (whether employed by Contractor or any Subcontractor) paid less than the applicable prevailing wage rates for any work done under this Contract in violation of the provisions of the California Labor Code, and (b) pay to each worker the difference between the prevailing wage rate and the amount paid to each worker for each calendar day or portion thereof for which the worker was paid less than the prevailing wage.

The Contractor and each Subcontractor shall keep or cause to be kept an accurate record showing the names, addresses, social security numbers, work classifications, straight time and overtime hours worked each day and week for all laborers, workers and mechanics employed in connection with the performance under the Contract Documents or any subcontract thereunder, and showing the actual per diem wage paid to each of such workers, which records shall be open at all reasonable hours to inspection by City and its agents and to the representatives of the Division of Labor Law Enforcement of the State Department of Industrial Relations. Contractor assumes all responsibility for such payments and shall defend, indemnify, and hold the City harmless from any and all claims made by the State of California, the Department of Industrial Relations, any Subcontractor, any worker or any other third party with regard thereto. Contractor shall be responsible to ensure compliance with section 1776. Failure to comply with that section may result in the California Labor Commissioner's assessment of a penalty of \$100 per day per affected worker.

The Contractor shall post, at each jobsite, a copy of such prevailing rate of per diem wages as determined by the Director for the California Department of Industrial Relations.

The successful Bidder and its subcontractors shall employ the appropriate number of apprentices, in each apprenticeable craft, on the project site as stipulated in California Labor Code sections 1777.5, 1777.6 and 1777.7. Failure to comply may result in the California Labor Commissioner's assessment of a penalty of \$100 for each day of noncompliance.

Pursuant to California Labor Code Section 1771.1, by execution below, the Bidder and its Subcontractors certify that when the Bidder's bid was submitted, the Bidder and its Subcontractors were registered and qualified to perform public work pursuant to Section 1725.5 of the California Labor Code, subject to limited legal exceptions. Pursuant to California Labor Code Section 1771.1, by execution below, the Bidder and its Subcontractors certify that they are registered and qualified to perform public work pursuant to Section 1725.5 of the California Labor Code, subject to limited legal exceptions.

8.2 Davis-Bacon Wages. Pursuant to State Water Resources Control Board (SWRCB) Division of Financial Assistance for Clean Water State Revolving Fund (CWSRF) and the U.S. Environmental Protection Agency (EPA) Water Infrastructure Finance Innovation Act (WIFIA) Guidelines, the successful bidder must comply with the Davis-Bacon Act (40 U.S.C. 276a to a-7)

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as supplemental by Department of Labor regulations (29 CFR Part 5) it shall be mandatory upon the Contractor to whom the work is awarded and upon any Subcontractor under the Contractor to pay not less than Davis-Bacon wage rates. A copy of said wage rates is on file at City Public Works Department office and in Specification Section 00900D, Davis Bacon Wage Determinations. These rate determinations may also be found on the Department of Labor's website at: [SAM.gov | Wage Determinations](http://SAM.gov/Wage-Determinations). It shall be mandatory upon the Contractor to whom the work is awarded and upon any Subcontractor under the Contractor to pay not less than State prevailing wage rates or Davis-Bacon wage rates, whichever is higher, to all workmen employed by them in the execution of the Contract.

ARTICLE 9 – MISCELLANEOUS PROVISIONS

9.1 Assignment. Contractor shall not assign this Contract or any rights under or interests in the Contract without the City's written approval. No assignment will release or discharge the Contractor from any duty or responsibility under the Contract Documents.

9.2 Successors and Assigns; No Third-Party Beneficiaries. The provisions of this Agreement and the Contract Documents shall inure to the benefit of and shall apply to and bind the successors and permitted assigns of the Parties. Nothing contained in this Agreement or the Contract Documents is intended to or shall be deemed to confer upon any person, other than the Parties and their respective successors and permitted assigns, any rights, or remedies hereunder.

9.3 Contractor Bankrupt. If Contractor should commence any proceeding under federal bankruptcy law, or if Contractor be adjudged bankrupt, or if Contractor should make any assignment for the benefit of creditors, or if a receiver should be appointed on account of Contractor's insolvency, then the City may, without prejudice to any other right or remedy, terminate the Agreement and complete the Work by giving notice to Contractor and its surety according to the General Conditions.

The City shall have the right to complete, or cause completion of the Work, all as specified in the General Conditions.

9.4 Unfair Competition. The following provision is included in this Agreement pursuant to California Public Contract Code §7103.5.

"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 assigning to the awarding body 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 Business and Professions Code, Division 7, Part 2, 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 shall be made and become effective at the time the awarding body tenders final payment to the contractor, with further acknowledgment by the parties."

9.5 Nondiscrimination and Equal Opportunity. The Contractor shall not discriminate on the basis of a person's 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 veteran or military status, or any other characteristics in violation of federal and state laws, against any employee, applicant for employment, subcontractor, bidder for a subcontract, or participant in, recipient of, or applicant for any services or programs provided by Contractor under this Agreement. Contractor shall comply with all applicable federal, state, and

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local laws, policies, rules, and requirements related to equal opportunity and nondiscrimination in employment, contracting, and the provision of any services that are the subject of this Agreement, including but not limited to the satisfaction of any affirmative obligations required of Contractor thereby.

Contractor shall include the provisions of this Subsection in any subcontract.

9.6 No Waiver of Remedies. Neither the inspection by the City or its agents, nor any order or certificate for payment of money, nor any payment for, nor acceptance of the whole or any part of the Work by the City, nor any extensions of time, nor any positions taken by City or its agents shall operate as a waiver of any provision of this Agreement or the Contract Documents or of any power herein reserved to City or any right to damages herein provided, nor shall any waiver of any breach of this Agreement or of the Contract Documents be held to be a waiver of any other or subsequent breach. All remedies provided in this Agreement and in the Contract Documents shall be taken and construed as cumulative; that is, in addition to each and every other remedy provided in this Agreement and/or the Contract Documents, the City shall have any and all equitable and legal remedies, which it would in any case have.

9.7 Governing Law, Jurisdiction and Venue. This Agreement and the Contract Documents shall be deemed to have been entered into in the County of Santa Clara, State of California, and governed by and construed in accordance with the laws of the State of California, without regard to conflict of law or choice of law principles. Proper venue of legal actions will be exclusively vested in a state court in the County of Santa Clara. The parties agree that subject matter and personal jurisdiction are proper in state court in the County of Santa Clara and waive all venue objections.

9.8 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 the City.

9.9 Utilization of Local Workforce in Construction Projects - The Sunnyvale City Council has adopted a policy which encourages utilization of local workforces, including State-certified apprentices, as a means of supporting economic opportunities for all members of the community. Local workforce is defined as workers residing in Santa Clara County. The lowest responsive and responsible bidder must provide a projection of locally hired workers utilized for this contract.

Contractor	Projected Number of Locally Hired Workers_____ Projected Percent of Locally Hired Workers_____ %
Subcontractor(s)	Projected Number of Locally Hired Workers_____ Projected Percent of Locally Hired Workers_____ %

9.10 American Iron and Steel (AIS). Contractor acknowledges to and for the benefit of the City and the State of California ("State"), 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. Contractor hereby represents and warrants to and for the benefit of the City and the State that (a) 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) 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 City or the State. Notwithstanding any other provision of this Agreement, any failure to comply with this paragraph by Contractor shall permit the City or State to recover as damages against Contractor any loss, expense, or cost (including without limitation attorney's fees) incurred by the City or State resulting from any such failure (including without limitation any impairment or loss of funding, whether in whole or in part, from the State or any damages owed to the State by the City). While Contractor has no direct contractual privity with the State, as a lender to the City for the funding of its project, the City and Contractor agree that the State 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 State.

9.11 Notices. Except as otherwise specified herein, all notices to be sent pursuant to this Agreement or the Contract Documents shall be made in writing and sent to the Parties at their respective addresses specified below or to such other address as a Party may designate by written notice delivered to the other parties in accordance with this Section. All such notices shall be sent by:

- A. personal delivery, in which case notice is effective upon delivery;
- B. certified or registered mail, return receipt requested, in which case notice shall be deemed delivered on receipt if delivery is confirmed by a return receipt;
- C. nationally recognized overnight courier, with charges prepaid or charged to the sender's account, in which case notice is effective on delivery if delivery is confirmed by the delivery service;
- D. facsimile transmission, in which case notice shall be deemed delivered upon transmittal, provided that (a) a duplicate copy of the notice is promptly delivered by first-class or certified mail or by overnight delivery, or (b) a transmission report is generated reflecting the accurate transmission thereof. Any notice given by facsimile shall be considered to have been received on the next business day if it is received after 5:00 p.m. recipient's time or on a non-business day.
- E. Rejection or other refusal to accept or the inability to deliver because of changed address of which no notice was given shall be deemed to be receipt of the notice as of the date of such rejection, refusal, or inability to deliver.

Public Works Project No. UY-21-07

City of Sunnyvale Secondary Treatment and Dewatering Project

Any written notice to Contractor shall be sent to:

Company Name Walsh Construction Company II, LLC

Company Address 929 West Adams Street, Chicago, IL 60607

Individual's Name Sean C. Walsh

Individual's Email Address swalsh@walshgroup.com

Individual's Direct Dial Phone # 312-
563-5400

Individual's Fax # 312-563-5466

Any written notice to City shall be sent to:

City of Sunnyvale
Department of Public Works
Construction Contract Administrator
P. O. Box 3707
Sunnyvale, CA 94088-3707

Public Works Project No. UY-21-07
City of Sunnyvale Secondary Treatment and Dewatering Project

9.12 Execution in Counterparts. This Agreement may be executed in counterparts each of which shall be deemed an original and all of which taken together shall constitute one and the same instrument.

IN WITNESS WHEREOF, the parties hereto have signed the Agreement on the date set forth opposite their names.

CONTRACTOR

Under penalty of perjury, I certify that the taxpayer identification number and all other information provided here are correct.

DATE: _____

BY _____

Print Name

Title

BY _____

Print Name

Title

1000009345
DIR Registration #

Federal ID#

State ID#

982816 Class A & Class B _____
California Contractor's License # & Classifications

04/30/2023
Contractor's License Expiration Date

Type of Business Entity (*check one*):

Individual/Sole Proprietor

Partnership

Corporation

☒ Limited Liability Company

Other (*please specify:* _____)

00510-15

00510-15

Public Works Project No. UY-21-07

City of Sunnyvale Secondary Treatment and Dewatering Project

If Contractor is an out-of-state corporation, Contractor warrants and represents that it possesses a valid certificate of qualification to transact business in the State of California issued by the California Secretary of State pursuant to Section 2105 of the California Corporations Code.

CITY OF SUNNYVALE
a California Public Entity

DATE: _____

BY _____
City Manager

Original Approved As To Form:

Attest:

*****, City Attorney

*****, City Clerk

END OF SECTION

AD4 Addendum No. 4

AD7 Addendum No. 7

SECTION 00442

ANTI-LOBBYING CERTIFICATION FORM

(To Be Submitted with Bid)

The undersigned certifies, to the best of his or her knowledge and belief, that:

(1) No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.

(2) If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions. See standard form located at the end of this Section.

(3) The undersigned shall require that the language of this certification be included in the award documents for all sub-awards at all tiers (including sub-contracts, sub-grants, and contracts under grants, loans, and cooperative agreements) and that all sub-recipients shall certify and disclose accordingly.

Sean C. Walsh, President

Typed Name & Title of Authorized Representative

 8/24/2022

Signature and Date of Authorized Representative

END OF SECTION

ANTI-LOBBYING CERTIFICATION FORM

DISCLOSURE OF LOBBYING ACTIVITIES

Complete this form to disclose lobbying activities pursuant to 31 U.S.C.1352

OMB Number: 4040-0013

Expiration Date: 02/28/2022

1. * Type of Federal Action: <input type="checkbox"/> a. contract <input type="checkbox"/> b. grant <input type="checkbox"/> c. cooperative agreement <input checked="" type="checkbox"/> d. loan <input type="checkbox"/> e. loan guarantee <input type="checkbox"/> f. loan insurance	2. * Status of Federal Action: <input type="checkbox"/> a. bid/offer/application <input type="checkbox"/> b. initial award <input checked="" type="checkbox"/> c. post-award	3. * Report Type: <input checked="" type="checkbox"/> a. initial filing <input type="checkbox"/> b. material change
4. Name and Address of Reporting Entity: <input type="checkbox"/> Prime <input checked="" type="checkbox"/> SubAwardee Tier if known: <input type="checkbox"/> <div style="text-align: right; color: blue; font-weight: bold;">Not applicable: No lobbying activities to disclose</div> * Name: [REDACTED] * Street 1: [REDACTED] Street 2: [REDACTED] * City: [REDACTED] State: [REDACTED] Zip: [REDACTED] Congressional District, if known: [REDACTED]		
5. If Reporting Entity in No.4 is Subawardee, Enter Name and Address of Prime: * Name: [REDACTED] * Street 1: [REDACTED] Street 2: [REDACTED] * City: [REDACTED] State: [REDACTED] Zip: [REDACTED] Congressional District, if known: [REDACTED]		
6. * Federal Department/Agency: [REDACTED]	7. * Federal Program Name/Description: [REDACTED] CFDA Number, if applicable: [REDACTED]	
8. Federal Action Number, if known: [REDACTED]	9. Award Amount, if known: \$ [REDACTED] 220,638,995.00	
10. a. Name and Address of Lobbying Registrant: Prefix [REDACTED] * First Name [REDACTED] Middle Name [REDACTED] * Last Name [REDACTED] Suffix [REDACTED] * Street 1: [REDACTED] Street 2: [REDACTED] * City: [REDACTED] State: [REDACTED] Zip: [REDACTED]		
b. Individual Performing Services (including address if different from No. 10a) Prefix [REDACTED] * First Name [REDACTED] Middle Name [REDACTED] * Last Name [REDACTED] Suffix [REDACTED] * Street 1: [REDACTED] Street 2: [REDACTED] * City: [REDACTED] State: [REDACTED] Zip: [REDACTED]		
11. Information requested through this form is authorized by title 31 U.S.C. section 1352. This disclosure of lobbying activities is a material representation of fact upon which reliance was placed by the tier above when the transaction was made or entered into. This disclosure is required pursuant to 31 U.S.C. 1352. This information will be reported to the Congress semi-annually and will be available for public inspection. Any person who fails to file the required disclosure shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure. * Signature: [REDACTED] * Name: Prefix [REDACTED] * First Name [REDACTED] Middle Name [REDACTED] * Last Name [REDACTED] Suffix [REDACTED] Title: [REDACTED] Telephone No.: [REDACTED] Date: [REDACTED]		
Federal Use Only:		Authorized for Local Reproduction Standard Form - LLL (Rev. 7-97)

SECTION 00445

DEBARMENT CERTIFICATION

(To Be Submitted with Bid)

Project: Secondary Treatment and Dewatering Project

Project No. UY-21-07

By submitting its Bid the Bidder certifies in accordance with California Public Contract Code Section 6109 that neither the bidder nor any subcontractor included on the list of proposed subcontractors submitted with the bid is ineligible to perform work on public works projects pursuant to California Labor Code Sections 1777.1 or 1777.7. In accordance with California Public Contract Code Section 6109, contractors and subcontractors who are ineligible to perform work on public works projects pursuant to California Labor Code Sections 1777.1 or 1777.7 may neither bid on, be awarded or perform as a subcontractor on public works projects.

By: 

(Official authorized to bind Bidder)

Name: Sean C. Walsh

Title: President

Firm: Walsh Construction Company II, LLC

Date: 8/24/2022

END OF SECTION

DEBARMENT CERTIFICATION

SECTION 00450^{AD6}

**"REVISED" SCHEDULE OF MAJOR EQUIPMENT AND MATERIAL SUPPLIERS,
PRODUCTS IDENTIFIED BY NAME AND SUBSTITUTION - 07/18/2022**

SUBSTITUTION OF ALTERNATIVE MATERIALS, ARTICLES, OR EQUIPMENT

Bidders must designate the manufacturer/supplier of each item of equipment, materials, or system included on the attached list. The Bidder shall name a manufacturer for each item and the supplier of the item if the supplier is not the manufacturer.

Bids must be based upon use of items named in the Contract Documents. By so indicating, the Bidder warrants that equipment manufactured and/or supplied by the named manufacturer will be provided on the Project unless review of submittal information or performance under tests reveals that the equipment does not meet the Contract requirements.

Failure to indicate a manufacturer for any single item of the equipment listed in the schedule may render the Bid unresponsive to the Notice Inviting Bids and may be a basis for rejection of the Bid. If the Bidder fails to identify a manufacturer/supplier for any item shown on this list, the City 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 under these Specifications without change in the contract price.

In certain cases, specific items have been named (Named Products) because of design, operational or maintenance considerations; proposed equals will may not be allowed.

Pursuant to California Public Contract Code §3400, alternative material(s), article(s), or equipment that are of equal quality and of required characteristics for the purpose intended may be proposed for items not specifically named below provided the Bidder complies with the following requirements:

- A. The proposal will not be considered unless the submittal is accompanied by complete information and descriptive data necessary to determine equality of offered material(s), article(s) or equipment.
- B. Samples must be submitted when requested by the City.
- C. Burden of proof as to comparative quality, suitability, and performance of offered material(s), article(s), or equipment is the responsibility of the Bidder submitting the proposal.
- D. Requests for approval must comply with the requirements of Section 01340, Shop Drawings, Product Data and Samples.

City's Authorized Representative is the sole judge as to such matters. In the event City's Authorized Representative rejects the use of such Alternative(s) submitted, then the Contractor must furnish one of the particular Named Products specified in the Contract Documents.

Proposals for Alternative material(s), process, article(s), or equipment will not be accepted during the bid period.

**"REVISED " SCHEDULE OF MAJOR EQUIPMENT AND MATERIAL SUPPLIERS,
PRODUCTS IDENTIFIED BY NAME AND SUBSTITUTION - 07/18/2022**

Submissions for Evaluation shall comply with the following requirements:

- A. The Contractor shall submit to the City in accordance with Public Contract Code Section 3400, after contract award but no later than thirty-five (35) days after the date of Notice to Proceed, proposal(s) for acceptance of a proposed Equal Item for a Specified Item or a Substitution. At the sole discretion of the City, City may give written consent to the submission of the proposed Equal Item or Substitution after the expiration of the thirty-five (35) day time limit.
- B. The Contractor shall submit sufficient data, drawings, samples, literature, calculations, and all other information requested by City to demonstrate to the City that the proposed Equal Item or Substitution is a suitable replacement for the Specified Item(s).
- C. Failure of the Contractor to submit the proposed Equal Item or Substitution for review in the manner and time described above shall be sufficient cause for rejection by the City of the proposed Equal Item or Substitution.

Submission of items which are proposed as substitution of the Specified Items shall be subject to requirements for proposed equal evaluation and the following additional provisions:

- A. Substitution(s) of Specified Item(s) proposed by the Contractor may require modifications in the Project design, Project schedule, and/or construction sequencing. The Contractor shall identify all necessary project modifications required for the substitution(s). Necessary project modifications may include, but not be limited to, construction cost (credit), electrical, instrumentation, structural, mechanical, architectural, testing, engineering costs, and other related modifications.
- B. The Contractor is responsible for all costs associated with the substitutions(s) including submittal reviews and any project redesigns and modifications. Contractor refusal to accept any of these costs shall be just cause for disapproval of the substitution(s).
- C. The City will review and respond in writing to the Contractor's proposed substitution within thirty (30) days after receipt of all information the City requires to make a final determination.
- D. If the proposed items are accepted, all cost saving shall be credited to the City.

Section	Equipment	Manufacturer/Supplier
11185	SELECTIVE SLUDGE WASTING HYDROCYCLONES	World Water Works SW
11195	DEMON SIDESTREAM TREATMENT PROCESS	World Water Works SW
11246	POLYMER BLENDING AND FEED EQUIPMENT: LIQUID	Velodyne SW UGSI
11294B	HEAVY-DUTY FABRICATED STAINLESS STEEL SLIDE GATES	Whipps SW Waterman
11312A	VERTICAL NON-CLOG CENTRIFUGAL PUMPS	Fairbanks SW Flowserve, Xylem-Flygt
11312B	HORIZONTAL NON-CLOG CENTRIFUGAL PUMPS	Fairbanks SW Flowserve, Xylem-Flygt
11312D	VERTICAL TURBINE SHORT SETTING CENTRIFUGAL PUMPS	Cascade Morrison SW Sulzer

"REVISED " SCHEDULE OF MAJOR EQUIPMENT AND MATERIAL SUPPLIERS, PRODUCTS IDENTIFIED BY NAME AND SUBSTITUTION - 07/15/2022

Section	Equipment	Manufacturer/Supplier
11312E	HORIZONTAL SCREW CENTRIFUGAL PUMPS	Hidrostat Hayward Gordon SW
11312I	PROGRESSING CAVITY PUMPS	Netzsch SW Moyno
11312J	SUBMERSIBLE PROCESS LIQUID SUMP PUMPS	Hydromatic SW
11312K	SUBMERSIBLE MEDIUM CAPACITY CENTRIFUGAL PUMPS	Flygt SW ABS
11313F	SUBMERSIBLE CHOPPER CENTRIFUGAL PUMPS	Vaughn SW Wemco, Hayward Gordon
11313Q	CAKE PUMPING SYSTEM	Schwing Bioset SW
11317	SUBMERSIBLE MIXERS: HIGH SPEED	Xylem-Flygt SW Wilo/EMU
11353A	HYDRAULIC SUCTION HEADER CIRCULAR SECONDARY CLARIFIER EQUIPMENT	Evoqua Westech Kusters SW Ovivo
11371	DIRECT DRIVE HIGH-SPEED TURBO BLOWER SYSTEM	APG-Neuros SW Sulzer Aerzen
11376A	ROTARY-LOBE BLOWERS	Aerzen SW
11378A	FINE BUBBLE DIFFUSED AERATION SYSTEM - DISK	ITT/Sanitaire SW
11382	ROTARY DRUM THICKENERS	Parkson Corporation SW
11384	DEWATERING SCREW PRESS SYSTEM	Huber Technology Inc. SW
11395	BIOLOGICAL ODOR CONTROL SYSTEM	BioAir SW Daniel Co. ECS
13206A	FIBERGLASS REINFORCED PLASTIC ABOVEGROUND TANKS	NOV NOV SW EGS FGS Ershigs Belco
13207D	PRESTRESSED TANK VERTICAL POST-TENSIONING	None Named (DN Tank) SW
13447	ELECTRIC ACTUATORS	Rotork Controls SW
14592	CAKE BIN	Schwing Bioset SW JMS
16232	SINGLE DIESEL FUELED ENGINE GENERATOR ABOVE 200 KW	Kohler SW
16262	VARIABLE FREQUENCY DRIVES 0.50 - 50 HORSEPOWER	GE by ABB, Schneider Electric Eaton ABB Allen-Bradley SW
16264	VARIABLE FREQUENCY DRIVES 60 - 500 HORSEPOWER	Eaton, Allen-Bradley SW GE by ABB, ABB, Schneider Electric
16430	LOW VOLTAGE SWITCHGEAR	GE by ABB, Schneider Electric Eaton SW ABB
16444	LOW VOLTAGE MOTOR CONTROL CENTERS	Allen Bradley SW
17720	CONTROL SYSTEMS: PROGRAMMABLE LOGIC CONTROLLERS	Rockwell Automation SW

"REVISED " SCHEDULE OF MAJOR EQUIPMENT AND MATERIAL SUPPLIERS, PRODUCTS IDENTIFIED BY NAME AND SUBSTITUTION - 07/15/2022

Section	Equipment	Manufacturer/Supplier
17721	CONTROL SYSTEMS: LOCAL OPERATOR INTERFACE (LOI)	Allen Bradley SW Rockwell SW N/A per Add # 2 Q 28
17733	CONTROL SYSTEMS: NETWORK MATERIALS AND EQUIPMENT Without Power-over-Ethernet switches With Power-over-Ethernet switches Managed Process Floor Ethernet switches	N-Tron SW CISCO SW Rockwell Automation SW

BIDDER:


(Signature)

8/24/2022
(Date)

END OF SECTION

AD6 Addendum No. 6

"REVISED " SCHEDULE OF MAJOR EQUIPMENT AND MATERIAL SUPPLIERS, PRODUCTS IDENTIFIED BY NAME AND SUBSTITUTION - 07/15/2022

SECTION 00460

CERTIFICATION OF BIDDER'S EXPERIENCE AND QUALIFICATIONS

(To Be Submitted with Bid)

Project: Sunnyvale Cleanwater Program (SCWP) - Secondary Treatment and Dewatering Project

Public Works Project No. UY-21-07

The undersigned Bidder represents that it is duly licensed, competent, and knowledgeable and has the special skills on the nature, extent, and inherent conditions of the work to be performed on this project. Bidder further acknowledges that the conditions inherent in the construction of particular facilities may create, during construction, unusual or unsafe conditions hazardous to persons and property. Bidder expressly acknowledges that it is aware of such risks and that it has the skill and experience to foresee and to adopt and implement protective measures to perform the construction work adequately and safely with respect to such hazards. The prospective Bidder's qualifications and responses to the questions set forth below are solely for the City's evaluation of the Bidder's eligibility to receive the award based on the Bidder's responsibility and responsiveness. The Owner has determined that only Bidders meeting the mandatory minimum experience and qualification requirements set forth below will have the requisite quality, fitness, capacity, and experience to perform the highly complex and vital construction work on this Project. Notwithstanding anything contained in this Section 00460, it shall be at the City's sole discretion to determine whether the Bidder is deemed qualified for Contract award.

If the Bidder is a Joint Venture of two or more companies, each participant in the Joint Venture shall separately complete this Section 00460, **CERTIFICATION OF BIDDER'S EXPERIENCE AND QUALIFICATIONS**, and each participant shall meet the mandatory prior company project experience requirement and provide project information for each Joint Venture participant in the format found below. The Joint Venture's named Project Manager information should be the same for each participant's certification. Each Joint Venture participant shall also provide the required financial information found in Item C below.

A. QUESTIONS REGARDING BIDDER'S RESPONSIBILITY AND FITNESS TO CONTRACT FOR THE WORK.

If the Bidder answers "Yes" to any of questions 1 through 7 below, the Bidder must provide on a separate sheet a complete, detailed explanation of all of the facts and circumstances concerning the reasons for answering "Yes" and shall provide written documentation supporting its response.

1. Has your company's contractor's license been revoked at any time in the last five years?

☐ Yes ☒ No

CERTIFICATION OF BIDDER'S EXPERIENCE AND QUALIFICATIONS

2. Within the last five years, has a surety company completed a contract on your company's behalf, or paid for the completion of a contract to which your company was a party, because your company was considered to be in default or was terminated with cause by the project owner?
- ☐ Yes ☒ No
3. At the time of submitting this minimum qualification questionnaire, is your company ineligible to bid on or be awarded a public works contract, or perform as a subcontractor on a public works contract, pursuant to either California Labor Code section 1777.1 or Labor Code section 1777.7?
- ☐ Yes ☒ No
4. At any time in the last five years, has your company, or any of its officers or partners been convicted of a crime involving the awarding of a contract for a government construction project, or the bidding or performance of any federal, state, or local government contract?
- ☐ Yes ☒ No
5. Has your company or any of its owners, officers, or partners ever been found liable in a civil suit for making any false claim or material misrepresentation to any federal, state, or local public agency or entity?
- ☐ Yes ☒ No
6. Has the Bidder, as a Contractor, ever failed to satisfactorily complete a contract awarded to Bidder?
- ☐ Yes ☒ No
7. In the last five years, has your company been denied an award of a public works contract based on a finding by any federal, state, or local public agency that your company was not a responsible Bidder?
- ☐ Yes ☒ No
8. In the last three years, has your company been debarred from bidding on, or completing, any government agency or public works construction contract for any reason?
- NOTE: If there is a pending administrative or court action challenging a debarment, you need not include that debarment in responding to this question.
- ☐ Yes ☒ No

B. MANDATORY MINIMUM EXPERIENCE REQUIREMENTS

The Bidder has been engaged in the contracting business, under the present business name for 12 years and has experience in work of a nature similar to this project which extends over a period of 12 years (Bidder must show at least ten (10) years of related experience). Work of similar nature is described below.

For the City to consider the Bidder a responsible Bidder for this specific procurement, given the complexity and importance of the timely and successful completion of the Project to further interests of the City and its residents, the Bidder must provide all information required below

CERTIFICATION OF BIDDER'S EXPERIENCE AND QUALIFICATIONS

demonstrating that it has performed at least \$200 Million in construction volume on no more than six (6) projects completed since January 1, 2012 on one or more of the following types of projects:

1. Industrial and/or Municipal Water Treatment Plants where the structural, mechanical, electrical, and instrumentation systems were part of the Contractor's contract; or
2. Industrial and/or Municipal Wastewater Treatment Plants where the structural, mechanical, electrical, and instrumentation systems were part of the Contractor's contract; or
3. Oil Refinery, Power and/or Petrochemical Industrial Plant Projects where the electrical, mechanical and instrumentation systems were part of the Contractor's contract.

The Bidder can include project(s) currently under construction, but only the total amount paid by the Owner(s) as of **March 31, 2022** on uncompleted project(s) can be included in this summation of construction volume. The Bidder is allowed to list up to a maximum of six (6) projects of the types listed above, that combined, will add up to at least **\$200 Million** in completed volume of work. **In addition, one of the six projects must have a construction value of at least \$60 million.** Any projects listed below which are not as defined above will not be considered by the City in meeting this pre-requisite experience requirement. **For example, pump stations, water reservoirs, and pipeline projects do not meet the above defined experience requirement.**

The Construction Cost amounts shall be the final total amount paid by the Owner at project completion or through March 31, 2022 if a current project is included.

Bidder also certifies that Bidder self-performed with its own labor force, including equipment and materials, at least **thirty-five percent (35%)** of the value of the Work on each of the projects listed below. The City considers this level of past self-performance demonstrates a benefit to a Project in terms of better control of cost, schedule, and safety.

Bidders are to complete this form and not attach their own form to the Bid Form.

Project #1 Name: Mel Leong Treatment Plant Industrial Wastewater & Recycled Water Upgrades

Owner: San Francisco Airport Commission

Construction Cost: \$ 63,293,444

Construction Time: 1446 Calendar Days

Owner's Representative: Mark Costanzo, Project Manager

Owner's Representative Telephone No.: 650-296-6871

Engineer or On-Site Construction Mgr.: Carollo Engineers: Jim Hagstrom, Lead Engineer

Engineer or On-Site CM's Telephone No.: 206-550-3075

Date of Substantial Completion: 4/20/2020

Duration of Project (in months) 121

CERTIFICATION OF BIDDER'S EXPERIENCE AND QUALIFICATIONS

Project #2 Name: San Jose Digester & Thickener Facilities Upgrade

Owner: City of San Jose

Construction Cost: \$ 163,180,899 as of 3/31/22

Construction Time: 2,143 Calendar Days

Owner's Representative: Alicia Alba, Principal Engineer

Owner's Representative Telephone No.: 408-635-4003

Engineer or On-Site Construction Mgr.: Kennedy/Jenks Consultants: Kim A. Sloat

Engineer or On-Site CM's Telephone No.: 415-243-2454

Date of Substantial Completion: 4/22/2022

Duration of Project (in months) 71

Project #3 Name: N/A

Owner: _____

Construction Cost: \$ _____

Construction Time: _____ Calendar Days

Owner's Representative: _____

Owner's Representative Telephone No.: _____

Engineer or On-Site Construction Mgr.: _____

Engineer or On-Site CM's Telephone No.: _____

Date of Substantial Completion: _____

Duration of Project (in months) _____

Project #4 Name: N/A

Owner: _____

Construction Cost: \$ _____

Construction Time: _____ Calendar Days

Owner's Representative: _____

Owner's Representative Telephone No.: _____

Engineer or On-Site Construction Mgr.: _____

Engineer or On-Site CM's Telephone No.: _____

Date of Substantial Completion: _____

Duration of Project (in months) _____

CERTIFICATION OF BIDDER'S EXPERIENCE AND QUALIFICATIONS

Project #5 Name: N/A

Owner: _____

Construction Cost: \$ _____

Construction Time: _____ Calendar Days

Owner's Representative: _____

Owner's Representative Telephone No.: _____

Engineer or On-Site Construction Mgr.: _____

Engineer or On-Site CM's Telephone No.: _____

Date of Substantial Completion: _____

Duration of Project (in months) _____

Project #6 Name: N/A

Owner: _____

Construction Cost: \$ _____

Construction Time: _____ Calendar Days

Owner's Representative: _____

Owner's Representative Telephone No.: _____

Engineer or On-Site Construction Mgr.: _____

Engineer or On-Site CM's Telephone No.: _____

Date of Substantial Completion: _____

Duration of Project (in months) _____

Total Construction Volume of listed Project(s) above: \$238,615,894

CERTIFICATION OF BIDDER'S EXPERIENCE AND QUALIFICATIONS

PROJECT MANAGER EXPERIENCE- To be submitted with Bid.

The Bidder shall name below the Project Manager who will be assigned to this Project and will be personally present on-site full time during construction. Bidder shall submit past completed water and/or wastewater treatment plant and/or oil refinery and/or petrochemical industrial project experience of this person. List three completed water and/or wastewater treatment plant and/or oil refinery and/or petrochemical industrial projects below where the individual named below held the position of Project Manager. One of the listed treatment plant and/or oil refinery and/or petrochemical industrial projects must have a contract amount greater than **\$45 million**. The demonstrated experience of the Project Manager must have been within the last fifteen (15) years.

Name of Project Manager: Manuel Diaz

Number of Years of Total Construction experience as a Project Manager assigned to the types of projects as defined above: 30 years

Number of Years as a Project Manager for your Company: 7 years

List three completed treatment plant projects as defined above (**water treatment plants and/or wastewater treatment plants** and/or oil refinery and/or petrochemical industrial projects) where the individual named above held the position of Project Manager. One of the projects must have a contract value of at least **\$45 Million**.

Project #1 Name: San Jose Digester/Thickener Facilities Upgrade

Owner: City of San Jose

Construction Cost: \$ 175,322,450

Construction Time: 2,143 Calendar Days

Owner's Representative: Alicia Alba, Principal Engineer

Owner's Representative Telephone No.: 408-635-4003

Engineer or On-Site Construction Mgr.: Kennedy/Jenks Consultants: Kim A. Sloat

Engineer or On-Site CM's Telephone No.: 415-243-2454

Date of Substantial Completion (must be within the last ten (15) years): 4/22/2022

Duration of Project (in months) 71

CERTIFICATION OF BIDDER'S EXPERIENCE AND QUALIFICATIONS

Project #2 Name: Crystal Springs/San Andreas (CSSA) Transmission Upgrade

Owner: San Francisco Public Utilities Commission

Construction Cost: \$ 132,000,000

Construction Time: 730 Calendar Days

Owner's Representative: Jim Wang: HDR/San Francisco Public Utilities Commission

Owner's Representative Telephone No.: 415-271-4883

Engineer or On-Site Construction Mgr.: Mauli Vora: San Francisco Public Utilities Commission

Engineer or On-Site CM's Telephone No.: 415-308-7399

Date of Substantial Completion (must be within the last ten (15) years): 2015

Duration of Project (in months) 24

Project #3 Name: Brightwater Treatment Plant Sludge and Dewatering Facilities

Owner: King County, Department of Public Works

Construction Cost: \$ 173,000,000

Construction Time: 1,155 Calendar Days

Owner's Representative: Stan Hummel: Capital Projects Managing Supervisor

Owner's Representative Telephone No.: 206-263-9457

Engineer or On-Site Construction Mgr.: CH2M (now Jacobs Engineering) and, Brown and Caldwell

Engineer or On-Site CM's Telephone No.: 425-453-5000: Jacobs Engineering

Date of Substantial Completion(must be within the last ten (15) years) : 2011

Duration of Project (in months) 38

This form is to be fully completed and submitted by the Bidder with the Bid. Bidder is not allowed to provide a substitute form of similar information.

The City will check project references listed to verify information provided along with skills and capacity represented by Bidder. It is very important that the Bidder verify that all contact information is current for each name listed above.

Failure of the Bidder to provide current and valid project contact information, all information required by this Section 00460 Certification, and/or failure of the Bidder to meet both the Company and Project Manager experience may be grounds for the City to determine the Bidder to be non-responsive and/or non-responsible and therefore ineligible for contract award.

CERTIFICATION OF BIDDER'S EXPERIENCE AND QUALIFICATIONS

D. CONTRACTOR SAFETY RECORD

Part of the determination of bidder's responsiveness will be based on its safety record, using three methods. For the Bidder's bid to be considered, the Bidder shall meet at least two of the three minimum safety standards as specified herein. If the Bidder is a Joint Venture of two or more companies, each Principal in the Joint Venture shall meet the safety requirements, and complete the required forms, included herein as part of the bid.

1. Experience Modification (EMR)
 - a. Experience modification rates are calculated by the insurance industry as a way to determine equitable workers' compensation insurance premiums. It is calculated as a three-year moving average.
 - b. Due to the particular safety hazards inherent in working in a wastewater collection, handling, treatment and/or disposal environment, the Owner has deemed it necessary that a Bidder shall have a current three-year average EMR of 1.0 or lower to be considered a responsive Bidder.
2. Recordable Incident Rate (RIR)
 - a. The RIR is a measure of the frequency of injuries and is a measure of all occupational injuries and illnesses that occur within an organization. It is calculated from the OSHA Log 300 form.
 - b. Due to the particular safety hazards inherent in working in a wastewater collection, handling, treatment and/or disposal environment, the Owner has deemed it necessary that a Bidder shall have a current three-year average RIR of 3.4 or lower to be considered a responsive Bidder. This value is based on the most recent State of California Division of Labor Statistics and Research RIR value for Heavy and Civil Engineering Construction, Utility System Construction, Water and Sewer Line and Related Structures (NAICS Code 23711).
3. Lost Time Incident Rate (LTIR)
 - a. The LTIR is an indicator of the severity of a company's occupational injuries.
 - b. The LTIR deals only with incidents that result in lost work time. Like the RIR, the information needed to calculate the LTIR is derived from the OSHA Log 300 form.
 - c. Due to the particular safety hazards inherent in working in a wastewater collection, handling, treatment and/or disposal environment, the Owner has deemed it necessary that a Bidder shall have a current three-year average LTIR of 0.9 or lower to be considered a responsive Bidder. This value is based on the most recent State of California LTIR value for Heavy and Civil Engineering Construction, Utility System Construction.

Bidder shall submit the appropriate EMR, RIR, and LTIR proposal forms included following this section as part of the bid to demonstrate the Bidder's safety qualifications.

CERTIFICATION OF BIDDER'S EXPERIENCE AND QUALIFICATIONS

Experience Modification Rate

The following information will be used to determine if you meet the minimum safety requirements for this project. To qualify, you must not have a three-year average Workers' Compensation Experience Modification Rate less than or equal to the value specified.

Enter your Experience Modification Rate for the last three complete years (available from your insurance carrier).

20 21 EMR= .85 WCIRB California

20 20 EMR= .93 WCIRB California

20 19 EMR= .96 WCIRB California

a) Three-Year Average =
.91 WCIRB California

Company Name: Walsh Construction Company II, LLC

Contact Name: Brian Geist Telephone: 504-202-2523

To verify the above information, we will contact your workers' compensation insurance carrier. Please authorize your carrier to release this information. Failure to do so will result in automatic disqualification.

Workers' Compensation Insurance Company: Aon Risk Services Central, Inc.

Contact Name: Rick Subak Telephone: 312-381-4380

Do not write in this space

Qualified []

Not Qualified []

EMR Information Verified []

CERTIFICATION OF BIDDER'S EXPERIENCE AND QUALIFICATIONS

Recordable Incident Rate

The following information will be used to determine if you meet the minimum safety requirements for this project. To qualify, you must have a three-year average Recordable Incident Rate less than or equal to the value specified.

Please calculate the RIR for the last three complete years as follows. Incident rate information is on your Cal OSHA Log 300.

$$\frac{\text{Total number of recordable incidents} \times 200,000}{\text{Total employees hours worked}} = \text{RIR}$$

Recordable Incidents		Total Employee Hours Worked	
Year	Number	Year	Hours
20 <u>21</u>	<u>35</u>	20 <u>21</u>	<u>5,281,278.18</u>
20 <u>20</u>	<u>31</u>	20 <u>20</u>	<u>5,480,637.04</u>
20 <u>19</u>	<u>31</u>	20 <u>19</u>	<u>5,515,299.03</u>

Enter your Total Recordable Incident Rate for each of the last three complete years.

20 21 RIR= 1.33

20 20 RIR= 1.13

20 19 RIR= 1.12

Three-Year Average =
1.19

Company Name: Walsh Construction Company II, LLC

Contact Name: Brian Geist, Director of HSE **Telephone:**
504-202-2523

Do not write in this space

☐ Qualified
☐ Not Qualified
☐ RIR Information Verified

CERTIFICATION OF BIDDER'S EXPERIENCE AND QUALIFICATIONS

Lost Time Incident Rate

The following information will be used to determine if you meet the minimum safety requirements for this project. To qualify, you must not have a three-year average Lost Time Incident Rate less than or equal to the value specified.

Incident rate information is on your OSHA Log 300. Please calculate the LTIR for the last three complete years as follows.

$$\frac{\text{Total number of lost-time incidents} \times 200,000}{\text{Total Employee Hours Worked}} = \text{LTIR}$$

Lost-time Incidents			Total Employee Hours Worked		
	Year	Number		Year	Hours
20	21	15	20	21	5,281,278.18
20	20	12	20	20	5,480,637.04
20	19	4	20	19	5,515,299.03

Enter your Lost Time Incident Rate for each of the last three complete years.	
20 21	LTIR= .57
20 20	LTIR= .44
20 19	LTIR= .15
<u>Three-Year Average =</u>	
.39	

Company Name: Walsh Construction Company II, LLC

Contact Name: Brian Geist, Director of HSE Telephone: 504-202-2523

Do not write in this space

Qualified [] Not Qualified [] LTIR Information Verified []

CERTIFICATION OF BIDDER'S EXPERIENCE AND QUALIFICATIONS

VERIFICATION AND SIGNATURE

I, the undersigned, certify and declare that I have read all the foregoing answers to this Statement of Qualifications Questionnaire. I also certify and declare that I have personally reviewed and approved the information provided for the Company Experience, Project Manager Experience, Company Safety Information and Financial Information. I certify and declare that the foregoing is true and correct.

Signed this 24 day of August, 2022

Bidder's Name Walsh Construction Company II, LLC


Authorized Signature

8/24/2022
Date

President
Title

END OF SECTION

CERTIFICATION OF BIDDER'S EXPERIENCE AND QUALIFICATIONS

SECTION 00470

IRAN CONTRACTING ACT CERTIFICATION

(To Be Submitted with Bid)
(Public Contract Code Section 2200 et seq.)

As required by California Public Contract Code Section 2204, the Contractor certifies subject to penalty for perjury that the option checked below relating to the Contractor's status in regard to the Iran Contracting Act of 2010 (Public Contract Code Section 2200 et seq.) is true and correct:

- ☒ The Contractor is not:
- (I) identified on the current list of persons and entities engaging in investment activities in Iran prepared by the California Department of General Services in accordance with subdivision (b) of Public Contract Code Section 2203; or
 - (II) a financial institution that extends, for 45 days or more, credit in the amount of \$20,000,000 or more to any other person or entity identified on the current list of persons and entities engaging in investment activities in Iran prepared by the California Department of General Services in accordance with subdivision (b) of Public Contract Code Section 2203, if that person or entity uses or will use the credit to provide goods or services in the energy sector in Iran.
- ☐ The City has exempted the Contractor from the requirements of the Iran Contracting Act of 2010 after making a public finding that, absent the exemption, the City will be unable to obtain the goods and/or services to be provided pursuant to the Contract.
- ☐ The amount of the Contract payable to the Contractor for the work does not exceed \$1,000,000.

Signed 

Titled President

Date 8/24/2022

Firm Walsh Construction Company II, LLC

Note: In accordance with Public Contract Code Section 2205, false certification of this form shall be reported to the California Attorney General and may result in civil penalties equal to the greater of \$250,000 or twice the Contract Price, termination of the Contract and/or ineligibility to bid on contracts for three years.

END OF SECTION

IRAN CONTRACTING ACT CERTIFICATION

Name of Bidder: Walsh Construction
Company II, LLC

SECTION 00475

CERTIFICATION OF COMPLIANCE WITH STATE REVOLVING FUND CONDITIONS

(To Be Submitted with Bid)

I certify that I have read the SRF Supplementary Conditions and agree to comply with and incorporate the following within the execution of the project:

- Federal Labor Standards Provision
- American Iron and Steel Provisions
- Disadvantaged Business Enterprise (DBE) and Small Business Enterprise (SBE) Participation and Obligation
- Debarment and Suspension (Executive Order 12549)
- Equal Employment Opportunity (Executive Order 1246)

I hereby represent, warrant and covenant to and for the benefit of the City and the State Water Resources Control Board that:

- I have reviewed and understand the American Iron and Steel Requirement;
- All of the iron and steel products used in the project will be 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;
- I 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 City or the State Water Resources Control Board.

I hereby certify that neither Contractor nor any of its principals are presently debarred, suspended, proposed for debarment, declared negligible, or voluntarily excluded from participation in this transaction by any federal department or agency. I also certify that neither Contractor nor any of its principals nor any of its subcontractors:

- Have within a three-year period preceding this bid been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (federal, state, or local) transaction or contract under a public transaction; violation of federal or state anti-trust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;
- Are presently indicted for or otherwise criminally or civilly charged by a governmental entity (federal, state, or local) with commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (federal, state, or local) transaction or contract under a public transaction; violation of federal or state anti-trust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;
- Have not within a three-year period preceding this bid had one or more public transactions (federal, state, or local) terminated for cause or default.

CERTIFICATION OF COMPLIANCE WITH STATE REVOLVING FUND CONDITIONS

I agree that I will obtain identical certifications from prospective lower-tier construction subcontractors prior to the award of any lower-tier construction subcontracts with a price exceeding \$10,000. I also agree that I will retain such certifications in my files.

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


Signature of Authorized Representative

Walsh Construction Company II, LLC
Type/Print Name of Bidder

Sean C. Walsh
Type/Print Representative's Name

President
Type/Print Title

8/24/2022
Date

END OF SECTION

CERTIFICATION OF COMPLIANCE WITH STATE REVOLVING FUND CONDITIONS

Name of Bidder: Walsh Construction
Company II, LLC

SECTION 00485

**CERTIFICATION OF COMPLIANCE WITH WATER INFRASTRUCTURE FINANCE AND
INNOVATION ACT CONDITIONS**

(To be Submitted with Bid)

I certify that I have read the WIFIA Supplementary Conditions and agree to comply with and incorporate the following within the execution of the project:

- Federal Labor Standards Provision
 - Compliance with Davis-Bacon and Related Acts
 - Relationship to California Prevailing Wage Requirements
- American Iron and Steel Requirement
- Disadvantaged Business Enterprise (DBE) Participation and Obligation
- Debarment and Suspension (Executive Order 12549)
- New Restrictions in Lobbying
- Civil Rights, Nondiscrimination, and Equal Employment Opportunity Authorities
- Prohibition on Certain Telecommunications and Video Surveillance Services or Equipment

I certify that I will not knowingly enter into a contract with anyone who is ineligible under the 2 CFR part 180 and part 1532 (per Executive Order 12549, 51 FR 6370, February 21, 1986) or who is prohibited under Section 306 of the Clean Air Act or Section 508 of the Clean Water Act to participate in the Project. I hereby represent and warrant that I have or will include a term or conditions requiring compliance with this provision in all subcontracts for the execution of the project.

I acknowledge to and for the benefit of Owner and the United States Environmental Protection Agency (EPA) that I understand the goods and services under this Project are being funded with monies made available by the WIFIA program of the EPA that has 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 Contractor. I hereby represent, warrant, and covenant to and for the benefit of Owner and the EPA that:

- I have reviewed and understand the American Iron and Steel Requirement;
- 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;
- 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 Owner or the EPA.

**CERTIFICATION OF COMPLIANCE WITH WATER INFRASTRUCTURE FINANCE AND
INNOVATION ACT CONDITIONS**

Contractor's failure to comply with this paragraph shall permit Owner or the EPA to recover as damages against Contractor any loss, expense, or cost (including without limitation attorney's fees) incurred by Owner or the EPA resulting from any such failure (including without limitation any impairment or loss of funding, whether in whole or in part, from the EPA or any damages owed to the EPA by Owner. While Contractor has no direct contractual privity with the EPA, as a lender to Owner for the funding of this Project, Owner and Contractor agree that the EPA is a third-party beneficiary and neither this paragraph nor any other provision necessary to give this paragraph force or effect shall be amended or waived without the prior written consent of EPA.

I agree that I will obtain identical certifications from prospective lower-tier construction subcontractors prior to the award of any lower-tier construction subcontracts with a price exceeding \$10,000. I also agree that I will retain such certifications in my files.

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



Signature of Authorized Representative

Walsh Construction Company II, LLC

Type/Print Name of Bidder

Sean C. Walsh

Type/Print Representative's Name

President

Type/Print Title

8/24/2022

Date

END OF SECTION

CERTIFICATION OF COMPLIANCE WITH WATER INFRASTRUCTURE FINANCE AND
INNOVATION ACT CONDITIONS

New Section

SECTION 00505^{AD2}

CONTRACTING CERTIFICATION

(To Be Submitted with Bid)

The Contractor certifies, subject to penalty for perjury, that the option checked below relating to the Contractor's status is true and correct:

- ☒ The Contractor is not engaged in any acts that violate Executive Order 14065 issued by President Joseph R. Biden, Jr., Executive Order N-6-22 issued by Governor Gavin Newsom, or other executive orders in response to Russia's actions in Ukraine.
- ☐ The Contractor is not required to comply with any of the Executive Orders referenced above pursuant to statute(s), regulation(s), order(s), directive(s), license(s), or rule(s).

Signed 

Titled President

Firm Walsh Construction Company II, LLC

Date 8/24/2022

END OF SECTION

^{AD2} Addendum No. 2

CONTRACTING CERTIFICATION

pw://Carollo/Documents/Client/CA/Sunnyvale/10833A10/Specifications/2021 Front Ends/00505 Contracting Certification.docx (AD2)

00505-1

SECTION 00530

CERTIFICATE OF AUTHORIZATION

(If Contractor is a Limited Liability Company (LLC))

STATE OF CALIFORNIA

COUNTY OF SANTA CLARA

The undersigned, being (a/the) duly elected, qualified and active (member / manager) of Walsh Construction Company II, LLC, a California limited Liability Company (hereinafter "the Company") does hereby certify that:

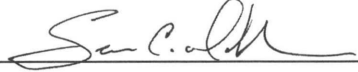
1. The Articles of Organization of the Company were duly filed with the Office of the Secretary of State of the State of California on September 3, 2009, and the Articles of Organization have not been (further) amended.

2. There exists an Operating Agreement of the Company and that the said Operating Agreement has not been amended or repealed and that the said Operating Agreement remains in full force and effect as of this date.

3. Neither the Articles of Organization nor the Operating Agreement (as amended) require any further act to be taken or a meeting to be held by its members other than as follows:

4. All said requirements, whether as contained in the Articles of Organization or in the Operating Agreement or by operation of law as to the transaction of August 24, 2022 have been met.

5. The following person or persons has/have been duly authorized by the Company to execute the Agreement dated August 24, 2022, to the City of Sunnyvale, CA and this Company and that his/her execution of all documents in connection with said transaction and that the signature appearing to the right of their name(s) is his/her genuine signature.

NAME	OFFICE HELD	SIGNATURE
Sean C. Walsh	President	
_____	_____	_____
_____	_____	_____

END OF SECTION

LLC CERTIFICATE OF AUTHORIZATION

Name of Bidder: Walsh Construction Company II, LLC

SECTION 00900A

CERTIFICATION OF COMPLIANCE WITH STATE REVOLVING FUND CONDITIONS

(To be Submitted with Bid)

I certify that I have read the SRF Supplementary Conditions and agree to comply with and incorporate the following within the execution of the project:

- Federal Labor Standards Provision
- American Iron and Steel Provisions
- Disadvantaged Business Enterprise (DBE) and Small Business Enterprise (SBE) Participation and Obligation
- Debarment and Suspension (Executive Order 12549)
- Equal Employment Opportunity (Executive Order 1246)

I hereby represent, warrant and covenant to and for the benefit of the City and the State Water Resources Control Board that:

- I have reviewed and understand the American Iron and Steel Requirement;
- All of the iron and steel products used in the project will be 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;
- I 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 City or the State Water Resources Control Board.

I hereby certify that neither Contractor nor any of its principals are presently debarred, suspended, proposed for debarment, declared negligible, or voluntarily excluded from participation in this transaction by any federal department or agency. I also certify that neither Contractor nor any of its principals nor any of its subcontractors:

- Have within a three-year period preceding this bid been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (federal, state, or local) transaction or contract under a public transaction; violation of federal or state anti-trust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;
- Are presently indicted for or otherwise criminally or civilly charged by a governmental entity (federal, state, or local) with commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (federal, state, or local) transaction or contract under a public transaction; violation of federal or state anti-trust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;
- Have not within a three-year period preceding this bid had one or more public transactions (federal, state, or local) terminated for cause or default.

CERTIFICATION OF COMPLIANCE WITH STATE REVOLVING FUND CONDITIONS

pw://Carollo/Documents/Client/CA/Sunnyvale/10833A10/Specifications/2021 Front Ends/00900-Appendix A - Certification of Compliance with SRF Conditions (BidSet) 00900A-1

I agree that I will obtain identical certifications from prospective lower-tier construction subcontractors prior to the award of any lower-tier construction subcontracts with a price exceeding \$10,000. I also agree that I will retain such certifications in my files.

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


Signature of Authorized Representative

Walsh Construction Company II, LLC
Type/Print Name of Bidder

Sean C. Walsh
Type/Print Representative's Name

President
Type/Print Title

8/24/2022
Date

END OF SECTION

CERTIFICATION OF COMPLIANCE WITH STATE REVOLVING FUND CONDITIONS

pw://Carollo/Documents/Client/CA/Sunnyvale/10833A10/Specifications/2021 Front Ends/00900-Appendix A - Certification of Compliance with SRF Conditions (BidSet) 00900A-2

Public Works Project No. UY-21-07
City of Sunnyvale Secondary Treatment and Dewatering Project
March 2022

Invitation for Bids #PW22-17

SECTION 00495

BID DOCUMENT CERTIFICATION

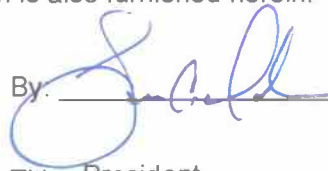
(To Be Submitted accordance with Section 00200, Article 41, Escrow Bid Documents)

Name of Owner: City of Sunnyvale

Project Name: Sunnyvale Cleanwater Program (SCWP)- Secondary Treatment and Dewatering Project

Project Number: Public Works Project No. UY-21-07

The undersigned hereby certifies that the bid documentation contained herein constitutes the complete, only and all documentary information used in the preparation of the Bid as specified in the Instructions to Bidders, and that I have personally examined these contents and have found that this bid documentation is complete. Furthermore, I certify that all Subcontractors whose total subcontract amount exceeds five percent (5%) of our Total Bid Amount have furnished separate Escrow Bid Documents and their bid documentation is also furnished herein.

By:  Sean C. Walsh
Title: President

Firm: Walsh Construction Company II, LLC

END OF SECTION

BID DOCUMENT CERTIFICATION