



**Request for Statements of Prequalification
from Interested General Contractors**

For

***ECHOWATER PROJECT
EFFLUENT VALVE REPLACEMENT (EVR)
PROJECT
CONTRACT 4398***

**STATEMENTS OF
PRE-QUALIFICATIONS DUE:
September 22, 2017, at or before 3 p.m.**



September 5, 2017

**Sacramento Regional County Sanitation District
Request for Contractor Prequalification
EchoWater Project
Effluent Valve Replacement (EVR) Project**

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NOTICE TO CONTRACTORS

Notice is hereby given that Sacramento Regional County Sanitation District (“Regional San”) has determined that all Proposers proposing on the Effluent Valve Replacement (EVR) Project (“Project”) must be pre-qualified prior to submitting a Proposal for the Project. It is mandatory that all Contractors who intend to submit a Proposal for this project (“Prospective Proposers”), fully complete the Statements of Pre-Qualifications (“SOPQ”) package, provide all materials requested herein, and be pre-qualified by Regional San to be on the final qualified Proposer’s list. The final list of pre-qualified General Contractors will be stated in the Project Request for Proposal Documents.

STATEMENTS OF PRE-QUALIFICATIONS: Prospective Proposers interested in submitting proposals on the Project must be pre-qualified by submitting an SOPQ package in the form provided by Regional San. If two or more business entities submit a Proposal as part of a Joint Venture, or expect to submit a Proposal as part of a Joint Venture, each entity within the Joint Venture must submit a separate SOPQ and be separately qualified to Propose.

Six (6) bound and signed copies of the SOPQ and one (1) USB flash drive digital copy must be delivered to and received by Mr. Vick Kyotani, SRWTP Administration Building

8521 Laguna Station Road, Elk Grove, CA 95758 **by September 22, 2017 at or before 3:00 p.m.**, local time. **SOPQ packages shall be submitted in sealed envelopes marked “Confidential” and shall include the following title on the front of the package, “General Contractor SOPQ for the Effluent Valve Replacement (EVR) Project”** The General Contractor SOPQ package is specific to the Project, and is not a qualification for performing other Regional San projects or Regional San projects in general.

Copies of the Request for Statements of Prequalification for General Contractors will be issued and posted on Regional San website at <https://www.regionalsan.com/echowater-project-opportunities>. Responses to contractor questions and any addenda to the Request for Statements of Prequalification will also be posted to the Regional San website above.

The Work generally consists of replacing valves, pumps and related piping and electrical components at the Sacramento Regional Wastewater Treatment Plant to upgrade its existing effluent discharge system. The preliminary estimated cost of construction, including the Owner-furnished valves, is between \$8,000,000 and \$10,000,000.

Due to the complexity and critical importance of this Project, Regional San will use an alternative competitive best value process for procurement of the services and work required to complete the construction of the EVR Project. This alternative process, called the Guaranteed Maximum Price (GMP) with shared savings contract delivery method, will use a Request for Proposal (RFP) procurement and best value evaluation and contract award process. All Proposers proposing on the Effluent Valve Replacement (EVR) Project must be pre-qualified prior to submitting a Proposal for the Project.

A **mandatory pre-SOPQ submission meeting** to discuss the Project will be held at 9:00 a.m., local time, September 13, 2017, at the SRWTP Administration Building, 8521 Laguna Station Road, Elk Grove, CA 95758. At this meeting, representatives of Regional San and its consultants will discuss the Project scope of work, Project procurement and contract delivery method, SOPQ submission requirements, and other items specific to this Project. A project walk-through will follow immediately after the pre-proposal conference meeting. A sign-in sheet will be available up until commencement of the pre-proposal conference meeting only. Attendance at the entire pre-proposal meeting and project walk-through is mandatory for each Contractor submitting a Statement of Qualifications. **SOPQ's received from Contractors who did not sign the sign-in sheet and attend the meeting and project walk-through will be returned to the Contractor unopened.** The meeting and project walk-through is anticipated to last 2-3 hours. Regional San encourages Contractor Principals and/or Project Managers to attend this meeting.

Regional San will transmit Addenda via a posted website, as Regional San considers necessary in response to questions raised at the meeting and walk-through. Oral statements not confirmed by Addenda may not be relied upon and are not binding or legally effective. Except for the mandatory walk-through, no other access to the project site will be granted prior to the proposal submission date without Regional San's prior approval, which will require advanced notice and a scheduled appointment. During all site visits the Proposer must be accompanied full time by an authorized representative of Regional San. There are no exceptions to this requirement.

The pre-qualification packages (questionnaire answers and financial statements) submitted by Contractors are not public records and are not open to public inspection. All information provided will be kept confidential to the extent permitted by law. However, the contents may be disclosed to third parties for purpose of verification, or investigation of substantial allegations, or in an appeal hearing. State law requires that the names of contractors applying for pre-qualification status shall be public records subject to disclosure, and the first two pages of the questionnaire will be used for that purpose.

Each Statement of Pre-Qualification must be signed under penalty of perjury in the manner designated at the end of the form, by an individual who has the legal authority to bind the Contractor on whose behalf that person is signing. If any information provided by a Contractor becomes inaccurate, the Contractor must immediately notify Regional San and provide updated accurate information in writing, under penalty of perjury.

The anticipated schedule for contractor prequalification is summarized as follows:

Milestone	Date
Mandatory Pre-SOPQ Submission Meeting	September 13, 2017
Contractor Submits SOPQ Package	September 22, 2017
Regional San Evaluation of SOPQs Received	(10 Working Days)
Contractor Notifications	(1 Working Day)
Contractor Appeals Period	(5 Working Days)
Appeal Hearing and Response	(10 Working Days)
Issue Request for Proposals to approved Proposers	November 6, 2017 (tentative)

Regional San may refuse to grant pre-qualification where the requested information and materials are not provided, or not provided by the submittal due date and time. The closing time for submittal of prequalification documents will not be changed in order to accommodate supplementation of incomplete submissions, or late submissions. There is no appeal from a refusal for an incomplete or late application.

Questions about the Contractor Request for Statement of Prequalification must be submitted in writing by U.S. Mail or E-mail (with E-mail delivery receipt request) to Regional San's Representative, at the following address:

Attn: Mr. Dane Coyle
SRWTP Administration Building
8521 Laguna Station Road
Elk Grove, CA 95758
Email: evr@sacsewer.com

This Project is subject to the general prevailing rate of per diem wages as determined by the State of California Director of Industrial Relations, and travel and subsistence pay as such are defined in applicable collective bargaining agreements filed in accordance with Section 1773.8 of said Labor Code, for work needed and performed on this Project. In addition, the successful proposing Contractor and its subcontractors shall employ the appropriate number of apprentices, in each apprenticeable craft, on the project site as stipulated in California Labor Code, 1777.5. Pursuant to California Labor Code Section 1771.4, this Project is subject to compliance monitoring and enforcement by the California Department of Industrial Relations.

****END OF NOTICE****

SECTION 1

INSTRUCTIONS FOR PREPARATION AND SUBMISSION OF STATEMENT OF PRE-QUALIFICATION (SOPQ) PACKAGES

1.1 DEFINITIONS

For the purpose of this Statement of Pre-qualification submittal the following definitions shall apply:

Statement of Pre-qualification (“SOPQ”) - The documents requested by Regional San and the information submitted by the Prospective Proposers that form the pre-qualification package for the Effluent Valve Replacement (EVR) Project (“**Project**”).

Prospective Proposer - Any individual, partnership, corporation, joint venture, or other combination thereof who submits an SOPQ to the Regional San for the Project, acting directly or through an authorized representative.

Regional San- The Sacramento Regional County Sanitation District, employees acting either directly or through properly authorized agents, such agents acting within the scope of the particular duties entrusted to them.

Effluent Valve Replacement (EVR) Project- The Project generally consists of replacing valves, pumps, and related piping and electrical components at the Sacramento Regional Wastewater Treatment Plant to upgrade its existing effluent discharge system. A more detailed description of the Project and Schematic Drawings are included in Appendix A - Project Description.

1.2 DELIVERY OF SUBMITTAL

Six (6) bound and signed copies of the SOPQ and one (1) USB flash drive digital copy must be delivered to SRWTP Administration Building 8521 Laguna Station Road, Elk Grove, CA 95758 Attention: Mr. Vick Kyotani **by September 22, 2017 at or before 3:00 p.m.**, local time. **SOPQ packages shall be submitted in sealed envelopes marked “Confidential” and shall include the following title on the front of the package, “General Contractor SOPQ for the Effluent Valve Replacement (EVR) Project”.**

1.3 PREPARATION OF SUBMITTAL

The bound copies of the SOPQ shall be assembled in separate 3-ring binders with a Title Page, Table of Contents, and Section Dividers. The SOPQ submittal information shall be presented in the same order as it was printed from the website; submitting the whole document beginning with page 1. All pages shall be punched and printing shall be arranged so that punching does not obliterate any data. Only one financial statement shall be submitted. A single hard copy of a reviewed or audited company financial statement shall also be provided in a separate sealed envelope with the original SOPQ Package submittal.

It is mandatory that all Prospective Proposers who desire to submit a Proposal, fully complete the SOPQ questionnaire, provide all materials requested herein, and be approved by Regional San to be on the final qualified Proposer's list. No Proposal will be accepted from a Proposer that has failed to comply with these requirements. If two or more business entities submit a Proposal as part of a Joint Venture, or expect to submit a Proposal as part of a Joint Venture, each entity within the Joint Venture must be separately qualified through this process.

Regional San recognizes that large construction companies (e.g. revenues in excess of \$250 million per year) have multiple branches/divisions for geographic and/or type of construction coverages. In such cases, the Prospective Proposer may elect to submit a set of qualifications for a specific company branch or division which shall be clearly identified in a cover letter to the SOPQ Package submittal. As such, should a Prospective Proposer choose to submit qualifications for a specific branch /division, the scoring requirements for Part II B-F of the SOPQ, as well as all other submitted information shall be branch/division specific. Financial Statements should still be for the total company and parent company even if a Prospective Proposer submits the scoring requirements specific to a company branch or division.

1.4 WITHDRAWAL OF SUBMITTAL

An SOPQ may be withdrawn by written request to Mr. Dane Coyle SRWTP Administration Building, 8521 Laguna Station Road, Elk Grove, CA 95758.

1.5 LATE SUBMITTAL

Any SOPQ received after the scheduled receipt date and time will not be considered and will be returned to the Contractor unopened.

1.6 INTERPRETATION OF INFORMATION

If any General Contractor contemplating the preparation of an SOPQ submittal is in doubt as to the true meaning of any part of this Prequalification Document, or finds discrepancies or omissions, the Contractor may submit to Mr. Dane Coyle a written request via email for an interpretation or correction, (evr@sacsewer.com). Telephone inquiries will not be responded to. The person submitting the request will be responsible for prompt delivery. Requests must be received a minimum of ten (10) calendar days prior to the due date for receipt of the Prequalification Submittals. Any interpretation or correction of this Prequalification Document will be made only by a written addendum. Each addendum will be posted on the Regional San website. It is the responsibility of the Contractor to frequently check the website for new addenda. Regional San will not be responsible for any other explanations or interpretations of this Prequalification Document.

1.7 DETERMINATION

Answers to questions contained in the attached questionnaire, information about current bonding capacity, notarized statement from surety, and the most recent reviewed or audited financial statements, with accompanying notes and supplemental information, are

required. Regional San reserves the right to check other sources available. Regional San's decision will be based on objective evaluation criteria.

Regional San will determine the prequalification status of each General Contractor based on the responses to the information requested in Section 3. Regional San shall be the sole judge as to the adequacy of each Contractor to perform this project and Regional San's decision shall be final.

Regional San reserves the right to waive minor irregularities and omissions in the information contained in the pre-qualification application submitted, and to make all final determinations.

The anticipated schedule for contractor prequalification determination is provided in the Notice to Contractors.

Where a timely and completed application results in a rating below that necessary to prequalify, an appeal can be made. An appeal is begun by the Contractor delivering notice to Regional San of its appeal of the decision with respect to its prequalification rating, no later than five (5) business days following notification of not being prequalified. Without a timely appeal, the Contractor waives any and all rights to challenge the decision of Regional San, whether by administrative process, judicial process or any other legal process or proceeding.

If the Contractor gives the required notice of appeal and requests a hearing, an Appeals Panel hearing shall be conducted. The hearing shall be an informal process conducted by a panel to hear such appeals. At or prior to the hearing, the Contractor will be advised of the basis for Regional San's pre-qualification determination. The Contractor will be given the opportunity to present information and present reasons in opposition to the rating. Within 5 business days of the conclusion of the hearing, the Appeals Panel will render its decision.

The list of prequalified General Contractors will be posted to the Regional San website at <https://www.regionalsan.com/echowater-project-opportunities>. General Contractors opposing any other firms on the prequalified list, (based on potential for proposal collusion only), shall deliver written notice to Regional San within five (5) business days of posting. Regional San will establish a Review Panel and conduct a hearing in the same process as identified above for the appeals process. Within five (5) business days of the conclusion of the hearing, the Review Panel will render its decision.

Regional San reserves the right to adjust, increase, limit, suspend or rescind the pre-qualification rating based on subsequently learned information. Contractors whose rating changes sufficient to disqualify them will be notified, and given an opportunity for a hearing consistent with the hearing procedures described above for appealing a pre-qualification rating.

1.8 EXCLUSION OF COST QUOTATIONS

The Prequalification Submittal is a request for information, not a cost proposal. Contractors are advised that a formal or informal cost quotation for the project is not requested by Regional San and should not be included with the Submittal. Any such information furnished will not be considered.

SECTION 2

SCOPE OF PREQUALIFICATION

2.1 INTENT

The prequalification procedure will be used to determine responsible General Contractors for the Effluent Valve Replacement (EVR) Project. However, prequalification is not a conclusive determination of responsiveness and responsibility and a prequalified General Contractor may be rejected as nonresponsive or non-responsible by Regional San during the subsequent Request for Proposal process for the subject project. In all cases, the General Contractor ultimately awarded the Contract shall comply with the requirements of the construction Contract Documents for the subject project.

2.2 EXPERIENCE REQUIREMENT

The prequalification procedure involves the review and evaluation of information regarding the proven experience of the General Contractor to construct the subject project in a manner acceptable to Regional San. The experience of the General Contractor will be evaluated on the basis of the prequalification submittal and information gathered by Regional San from the references of related projects. Proven experience is defined as the actual performance of the General Contractor on previous construction projects of a similar nature (see Part III of Section 3 for experience requirements) as corroborated by said references.

Regional San is not obligated to prequalify or accept a Contractor with no or unsatisfactory related experience.

2.3 CONFLICT OF INTEREST

The EchoWater Project Conflict of Interest Guidelines identify that the project designer is precluded from proposing as the construction contractor on the same or another project.

The EchoWater Project Conflict of Interest Guidelines can be found at:

https://www.regionalsan.com/sites/main/files/file-attachments/echowater_project_conflict_of_interest_guidelines_revised_5-2-14.pdf

2.4 PROHIBITIONS AGAINST INTEREST IN MORE THAN ONE PROPOSAL AND PROPOSER COLLUSION

A company, corporation or other entity is not permitted to submit more than one proposal or have a financial interest in more than one proposal.

If a company, corporation or other entity seeking to prequalify is a direct or indirect parent or subsidiary, or otherwise affiliated with another company, corporation or other entity also seeking to prequalify, neither is eligible to prequalify unless they prove to the satisfaction of Regional San that they satisfy the foregoing requirements by operating separately and independently from each other and that they do not currently, and will not

in the future, have any direct interest in the other's proposal or performance of the contract. To so prove, each affiliated company, corporation or other entity seeking to prequalify must provide the information required under Part II.B.3-4 and submit such additional documentation as is sufficient to prove to the satisfaction of Regional San that the foregoing requirements are satisfied. Affiliated companies not providing enough proof will be notified and will be allowed to rescind prequalification submittal(s) to allow one of the affiliated firms to prequalify.

SECTION 3

SUBMITTAL INFORMATION

3.1 GENERAL

The Prequalification Submittal prepared and delivered by a General Contractor shall include as a minimum the information listed herein. Each General Contractor shall review the requirements of this Request for Prequalification Document and provide whatever additional information may be required to allow complete determination of conformance with the evaluation criteria utilized for the Basis of Determination. Incomplete or unclear information may be grounds for rejection of a submittal as nonresponsive.

STATEMENT OF PRE-QUALIFICATION (SOPQ) SUBMITTAL FORM

TO: Mr. Vick Kyotani
SRWTP Administration Building
8521 Laguna Station Road
Elk Grove, CA 95758

FOR: EFFLUENT VALVE REPLACEMENT (EVR) PROJECT- CONTRACT 4398
STATEMENT OF PREQUALIFICATION FOR GENERAL CONTRACTORS

THE UNDERSIGNED CONTRACTOR HEREBY AGREES AND DECLARES THAT:

DETERMINATION OF PREQUALIFICATION

Receipt of this submittal by Regional San does not constitute either a direct or implied guarantee to the Prospective Proposer that prequalification is or will be granted. The undersigned agrees to the procedures and conditions of the prequalification requirements described in this Prequalification Document.

COMPLETENESS AND ACCURACY

All Prospective Proposer statements and information contained in the Prequalification Document shall be complete and accurate. The Submittal contains no false or deliberately misleading information.

CLOSING STATEMENT

A. The undersigned is a legally authorized representative of the Contractor.

Legal name of Contractor: _____
(as it appears on license)

Contact: _____

Phone: _____

Business address: _____

Fax: _____

E-Mail Address _____

B. Addenda:

The undersigned acknowledges receipt of the following Addenda Nos.: _____

The submission of a SOPQ Package shall constitute an acknowledgment upon which the Regional San may rely that the Prospective Proposer has thoroughly examined and is familiar with the SOPQ requirements and that the Prospective Proposer has waived any objections or contentions regarding the SOPQ Document and/or the pre-qualification requirements set by Regional San to determine if a Prospective Proposer is approved to submit a Proposal for this Project.

By my signature below, I acknowledge receipt of this document and agree to be bound by its terms and agree to submit it as part of the SOPQ Package submittal to Regional San.

Signed

Name

Title

Date

****END OF FORM****

PART I. ESSENTIAL REQUIREMENTS FOR QUALIFICATION

An answer of “No” to any of the Questions 1 through 10 will be rated a “Fail” and the Prospective Proposer will be immediately disqualified.

An answer of “Yes” to any of the Questions 11 through 14 will be rated a “Fail” and the Prospective Proposer will be immediately disqualified. If the answer to question 13 is “yes,” and if debarment would be the sole reason for denial of pre-qualification, any pre-qualification issued will exclude the debarment period.

1. Prospective Proposer possesses a valid and current California Contractor’s license (Class A, General Engineering Contractor) for the project for which it intends to submit a Proposal.

Yes No

2. Prospective Proposer is registered with the California Department of Industrial Relations pursuant to California Labor Code Section 1725.5.

Yes No

3. Prospective Proposer has not had a surety finish the work on any contract in the past five (5) years:

Yes No

4. Prospective Proposer will comply with and provide all insurance as defined in **Appendix B, Bonds and Insurance**.

Yes No

Note: Prospective Proposer shall provide as part of their SOPQ Package Submittal a notarized statement, from the insurance carrier(s) or insurance broker that the Prospective Proposer will utilize on the Project, certifying that the specified insurance requirements will be met. Please note that these are preliminary insurance requirements and are subject to change. The Contractor will be required to provide insurance as provided for in the Project Contract Documents.

5. Prospective Proposer has current workers’ compensation insurance policy as required by the Labor Code or is legally self-insured pursuant to Labor Code section 3700 et. seq.

Yes No

Prospective Proposer is exempt from this requirement because it has no employees

6. Prospective Proposer’s Three-Year Average Experience Modification Rate (EMR) is less than or equal to 1.15 (115%) and Prospective Proposer has furnished a letter from its insurance carrier for verification of its three-year average EMR. See Part II- Item 32.

Yes No

7. Has the Prospective Proposer attached the latest complete copy of a **reviewed or audited** financial statement with all accompanying notes and supplemental information? Date of financial statement must be 2016 or later. If Prospective Proposer is a wholly owned subsidiary of another company, Prospective Proposer must also furnish a **reviewed or audited** financial statement of the parent company with accompanying notes and supplemental information.

Yes No

NOTE: A financial statement that is not either reviewed or audited is not acceptable and reason for disqualification. A letter verifying availability of a line of credit may also be attached; however, it will be considered as supplemental information only, and is not a substitute for the required financial statement.

8. Has the Prospective Proposer attached a notarized statement from an admitted surety insurer (approved by the California Department of Insurance) and authorized to issue bonds in the State of California, which states: (a) that your current bonding capacity is sufficient for the project for which you seek pre-qualification, (b) your current available bonding capacity?

Yes No

NOTE: Notarized statement must be from the surety company, not an agent or broker.

9. In accordance with Part III, Item 39, Prospective Proposer has listed at least **six (6)** projects completed since **January 1, 2007** with a combined **\$100 million** in construction volume on the following types of projects:
- a. Industrial and/or Municipal Water Treatment Plants where the electrical, mechanical and instrumentation systems were part of the Contractor's contract; or
 - b. Industrial and/or Municipal Wastewater Treatment Plants where the electrical, mechanical and instrumentation systems were part of the Contractor's contract.

The list of projects may include projects currently under construction, but only the total amount paid by the Owner(s) as of **July 1, 2017** on uncompleted project(s) can be included in this summation of construction volume. The Prospective Proposer 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 **\$100 million** in completed volume of work. In addition, one of the six (6) projects must have a construction value of at least \$40 million. ***Any projects listed in Part III, Item 39, which are not as defined above will not be considered by Regional San in meeting this prerequisite experience requirement. For example, pipeline projects and pump station projects are not considered a treatment plant project and would not be eligible.***

Prospective Proposer also certifies that Prospective Proposer self-performed at least forty percent (40%) of the Work on each of the projects listed in Part III, Item 39. Regional San considers this level of past self-performance demonstrates a benefit to a Project in terms of better control of cost, schedule and safety.

Yes No

10. Prospective Proposer agrees to perform with his own organization and with the assistance of workers under his immediate superintendence, work of a value not less than forty percent (40%) of the Proposer's Total Guaranteed Maximum Price.

Yes No

11. Has the Prospective Proposer's contractor's license been revoked at any time in the last five (5) years?

Yes No

12. Has a surety firm completed a contract on the Prospective Proposer's behalf, or paid for completion because the Prospective Proposer's firm was default terminated by the project owner within the last five (5) years?

Yes No

13. At the time of submitting this pre-qualification form, is your firm ineligible to bid on or be awarded a public works contract, or perform as a subcontractor on a public works contract, pursuant to either Labor Code section 1777.1 or Labor Code section 1777.7.

Yes No

If the answer is "Yes," state the beginning and ending dates of the period of debarment:

14. At any time during the last five (5) years, has your firm or any of its owners or officers been convicted of a crime involving the awarding of a contract of a government construction project, or the bidding or performance of a government contract?

Yes No

**PART II. ORGANIZATION, HISTORY, ORGANIZATIONAL PERFORMANCE,
COMPLIANCE WITH CIVIL AND CRIMINAL LAWS**

A. Current Organization and Structure of the Business

For Firms That Are Corporations:

- 1a. Date incorporated: _____
- 1b. Under the laws of what state: _____
- 1c. Provide all the following information for each person who is either (a) an officer of the corporation (president, vice president, secretary, treasurer), or (b) the owner of at least ten percent of the corporation's stock.

Name	Position	Years with Co.	% Ownership

- 1d. Identify every construction firm that any person listed above has been associated with (as owner, general partner, limited partner or officer) at any time during the last 5 years.

NOTE: For this question, “owner” and “partner” refer to ownership of ten percent or more of the business, or 10 percent or more of its stock, if the business is a corporation.

Person's Name	Construction Firm	Dates of Person's Participation with Firm

For Firms That Are Partnerships:

- 1a. Date of formation: _____
- 1b. Under the laws of what state: _____
- 1c. Provide all the following information for each partner who owns 10 percent or more of the firm.

Name	Position	Years with Co.	% Ownership

- 1d. Identify every construction company that any partner has been associated with (as owner, general partner, limited partner or officer) at any time during the last 5 years.

NOTE: For this question, “owner” and “partner” refer to ownership of ten percent or more of the business, or ten percent or more of its stock, if the business is a corporation.

Person’s Name	Construction Company	Dates of Person’s Participation with Company

For Firms That Are Sole Proprietorships:

- 1a. Date of commencement of business. _____
- 1b. Identify every construction firm that the business owner has been associated with (as owner, general partner, limited partner or officer) at any time during the last 5 years.

NOTE: For this question, “owner” and “partner” refer to ownership of ten percent or more of the business, or 10 percent or more of its stock, if the business is a corporation.

Person’s Name	Construction Company	Dates of Person’s Participation with Company

B. History of the Business and Organizational Performance

2. Has there been any change in ownership of the firm at any time during the last 3 years?

NOTE: A corporation whose shares are publicly traded is not required to answer this question.

Yes No

If “yes,” explain on a separate signed page.

3. Is the company, corporation or other entity seeking to prequalify a parent, subsidiary, in a holding company relationship, or otherwise an affiliate of any other construction company, corporation or other entity?

NOTE: All bidders will be required to submit non-collusion affidavits.

Yes No

If “yes,” on a separate signed page, please provide a complete corporate tree showing percentage of ownership. In addition, if any such affiliated company, corporation, or other entity is seeking to prequalify as well, identify such entity and submit proof satisfactory to Regional San that the requirements of Section 2.4 are satisfied. .

4. Are any of your directors, officers, partners or owners also an officer, director, partner or owner of another construction company, corporation or other entity?

Yes No

If “yes,” on a separate signed page, please identify such person(s) and the other construction company involved. In addition, if such other construction company is seeking to prequalify as well, submit proof satisfactory to Regional San that the requirements of Section 2.4 are satisfied.

5. State your firm’s gross revenues for each of the last 3 years:

6. How many years has your organization been in business as a contractor under your present business name and license number? _____ years

7. Is your firm currently the debtor in a bankruptcy case?

Yes No

If “yes,” please attach a copy of the bankruptcy petition, showing the case number, and the date on which the petition was filed.

8. Was your firm in bankruptcy at any time during the last 5 years? (This question refers only to a bankruptcy action that was not described in answer to question 7, above)

Yes No

If “yes,” please attach a copy of the bankruptcy petition, showing the case number and the date on which the petition was filed, and a copy of the Bankruptcy Court’s discharge order, or of any other document that ended the case, if no discharge order was issued.

Licenses

9. List all California construction license numbers, classifications and expiration dates of the California contractor licenses held by your firm:

10. If any of your firm's license(s) are held in the name of a corporation or partnership, list below the names of the qualifying individual(s) listed on the CSLB records whom meet(s) the experience and examination requirements for each license.

11. Has your firm changed names or license number in the past 5 years?

Yes No

If "yes," explain on a separate signed page, including the reason for the change.

12. Has any owner, partner or (for corporations) officer of your firm operated a construction firm under any other name in the last 5 years?

Yes No

If "yes," explain on a separate signed page, including the reason for the change.

13. Has any CSLB license held by your firm or its Responsible Managing Employee (RME) or Responsible Managing Officer (RMO) been suspended within the last 5 years?

Yes No

If "yes," please explain on a separate signed sheet.

Disputes

14. At any time in the last 5 years has your firm been assessed and paid liquidated damages after completion of a project under a construction contract with either a public or private owner?

Yes No

If yes, explain on a separate signed page, identifying all such projects by owner, owner's address, the date of completion of the project, amount of liquidated damages assessed and all other information necessary to fully explain the assessment of liquidated damages.

15. In the last 5 years has your firm, or any firm with which any of your company's owners, officers or partners was associated, been debarred, disqualified, removed or otherwise prevented from bidding on, or completing, any government agency or public works project for any reason?

NOTE: "Associated with" refers to another construction firm in which an owner, partner or officer of your firm held a similar position, and which is listed in response to question 1c or 1d on this form.

Yes No

If "yes," explain on a separate signed page. State whether the firm involved was the firm applying for pre-qualification here or another firm. Identify by name of the company, the name of the person within your firm who was associated with that company, the year of the event, the owner of the project, the project and the basis for the action.

16. In the last 5 years has your firm been denied an award of a public works contract based on a finding by a public agency that your company was not a responsible bidder?

Yes No

If "yes," explain on a separate signed page. Identify the year of the event, the owner, the project and the basis for the finding by the public agency.

* * * * *

NOTE: The following two questions refer only to disputes between your firm and the owner of a project. You need not include information about disputes between your firm and a supplier, another contractor, or subcontractor. You need not include information about "pass-through" disputes in which the actual dispute is between a sub-contractor and a project owner. Also, you may omit reference to all disputes about amounts of less than \$50,000.

17. In the past 5 years has any claim **against** your firm concerning your firm's work on a construction project been **filed in court or arbitration?**

Yes No

If "yes," on separate signed sheets of paper identify the claim(s) by providing the project name, date of the claim, name of the claimant, a brief description of the nature of the claim, the court in which the case was filed and a brief description of the status of the claim (pending or, if resolved, a brief description of the resolution).

18. In the past 5 years has your firm made any claim against a project owner concerning work on a project or payment for a contract and **filed that claim in court or arbitration?**

Yes No

If “yes,” on separate signed sheets of paper identify the claim by providing the project name, date of the claim, name of the entity (or entities) against whom the claim was filed, a brief description of the nature of the claim, the court in which the case was filed and a brief description of the status of the claim (pending, or if resolved, a brief description of the resolution).

19. At any time during the past 5 years, has any surety company made any payments on your firm’s behalf as a result of a default, to satisfy any claims made against a performance or payment bond issued on your firm’s behalf, in connection with a construction project, either public or private?

Yes No

If “yes,” explain on a separate signed page the amount of each such claim, the name and telephone number of the claimant, the date of the claim, the grounds for the claim, the present status of the claim, the date of resolution of such claim if resolved, the method by which such was resolved if resolved, the nature of the resolution and the amount, if any, at which the claim was resolved.

20. In the last 5 years has any insurance carrier, for any form of insurance, refused to renew the insurance policy for your firm?

Yes No

If “yes,” explain on a separate signed page. Name the insurance carrier, the form of insurance and the year of the refusal.

Criminal Matters and Related Civil Suits

21. Has your firm or any of its owners, officers or partners ever been found liable in a civil suit or found guilty in a criminal action for making any false claim or material misrepresentation to any public agency or entity?

Yes No

If “yes,” explain on a separate signed page, including identifying who was involved, the name of the public agency, the date of the investigation and the grounds for the finding.

22. Has your firm or any of its owners, officers or partners ever been convicted of a crime involving any federal, state, or local law related to construction?

Yes No

If “yes,” explain on a separate signed page, including identifying who was involved, the name of the public agency, the date of the conviction and the grounds for the conviction.

23. Has your firm or any of its owners, officers or partners ever been convicted of a federal or state crime of fraud, theft, or any other act of dishonesty?

Yes No

If “yes,” identify on a separate signed page the person or persons convicted, the court (the county if a state court, the Agency or location of the federal court), the year and the criminal conduct.

Bonding

24. Bonding capacity: Provide documentation from your surety identifying the following:

Name of bonding company/surety: _____

Name of surety agent, address and telephone number:

25. If your firm was required to pay a premium of more than 1 percent for a performance and payment bond on any project(s) on which your firm worked at any time during the last 3 years, state the percentage that your firm was required to pay. You may provide an explanation for a percentage rate higher than 1 percent, if you wish to do so.

26. List all other sureties (name and full address) that have written bonds for your firm during the last 5 years, including the dates during which each wrote the bonds:

27. During the last 5 years, has your firm ever been denied bond coverage by a surety company, or has there ever been a period of time when your firm had no surety bond in place during a public construction project when one was required?

Yes No

If yes, provide details on a separate signed sheet indicating the date when your firm was denied coverage and the name of the company or companies which denied coverage; and the period during which you had no surety bond in place.

C. Compliance with Occupational Safety and Health Laws and with Other Labor Legislation Safety

28. Has CAL OSHA cited and assessed penalties against your firm for any “serious,” “willful” or “repeat” violations of its safety or health regulations in the past 5 years?

NOTE: If you have filed an appeal of a citation, and the Occupational Safety and Health Appeals Board has not yet ruled on your appeal, you need not include information about it.

Yes No

If “yes,” attach a separate signed page describing the citations, including information about the dates of the citations, the nature of the violation, the project on which the citation(s) was or were issued, the amount of penalty paid, if any. If the citation was appealed to the Occupational Safety and Health Appeals Board and a decision has been issued, state the case number and the date of the decision.

29. Has the federal Occupational Safety and Health Administration cited and assessed penalties against your firm in the past 5 years?

NOTE: If you have filed an appeal of a citation and the Appeals Board has not yet ruled on your appeal, or if there is a court appeal pending, you need not include information about the citation.

Yes No

If “yes,” attach a separate signed page describing each citation.

30. Has the EPA or any Air Quality Management Agency or any Regional Water Quality Control Board cited and assessed penalties against either your firm or the owner of a project on which your firm was the contractor, in the past 5 years?

NOTE: If you have filed an appeal of a citation and the Appeals Board has not yet ruled on your appeal, or if there is a court appeal pending, you need not include information about the citation.

Yes No

If “yes,” attach a separate signed page describing each citation.

31. How often do you require documented safety meetings to be held for construction employees and field supervisors during the course of a project? _____
32. Experience Modification Rate (EMR): Prospective Bidders shall obtain a letter from your insurance carrier (or state fund if applicable) with your interstate EMR's for the current year, previous year and year prior to previous year. If you do not have an interstate rating, obtain your intrastate EMR's. Attach the letter as part of this SOPQ Package Submittal. The Prospective Proposer shall list below the Experience Modification Rate for the current year, previous year and year prior to previous year as provided by your insurance carrier.

<u>Year</u>	<u>EMR</u>
Current year	_____
Previous year	_____
Year prior to previous year	_____
Three Year Average	_____

Are the above rates interstate or intrastate? _____

If intrastate, which state? _____

NOTE: Any of the following methods of “obtaining a letter” are acceptable:

- Furnish a letter from your insurance agent, insurance carrier or state fund (on their letterhead) verifying the EMR data listed above; or
- Furnish a Photostat of the applicable Experience Rating Calculation Sheets, which your insurance carrier should forward to you annually.

A Prospective Proposer will be immediately disqualified if its Three Year Average EMR is greater than 1.15 (115%).

33. Within the last 5 years has there ever been a period when your firm had employees but was without workers' compensation insurance or state-approved self-insurance?

Yes No

If “yes,” please explain the reason for the absence of workers' compensation insurance on a separate signed page. If “No,” please provide a statement by your current workers' compensation insurance carrier that verifies periods of workers' compensation insurance coverage for the last 5 years. (If your firm has been in the construction business for less than 5 years, provide a statement by your workers' compensation insurance carrier verifying continuous workers' compensation insurance coverage for the period that your firm has been in the construction business.)

Prevailing Wage and Apprenticeship Compliance Record

34. Has there been more than one occasion during the last 5 years in which your firm was required to pay either back wages or penalties for your own firm's failure to comply with the **state's** prevailing wage laws?

NOTE: This question refers only to your own firm's violation of prevailing wage laws, not to violations of the prevailing wage laws by a subcontractor.

Yes No

If "yes," attach a separate signed page or pages, describing the nature of each violation, identifying the name of the project, the date of its completion, the public agency for which it was constructed; the number of employees who were initially underpaid and the amount of back wages and penalties that you were required to pay.

35. During the last 5 years, has there been more than one occasion in which your own firm has been penalized or required to pay back wages for failure to comply with the **federal** Davis-Bacon prevailing wage requirements?

Yes No

If "yes," attach a separate signed page or pages describing the nature of the violation, identifying the name of the project, the date of its completion, the public agency for which it was constructed; the number of employees who were initially underpaid, the amount of back wages you were required to pay along with the amount of any penalty paid.

36. Provide the **name, address and telephone number** of the apprenticeship program (approved by the California Apprenticeship Council) from whom you intend to request the dispatch of apprentices to your company for use on any public work project for which you are awarded a contract by the Owner.

37. If your firm operates its own State-approved apprenticeship program:
- (a) Identify the craft or crafts in which your firm provided apprenticeship training in the past year.
 - (b) State the year in which each such apprenticeship program was approved, and attach evidence of the most recent California Apprenticeship Council approval(s) of your apprenticeship program(s).

(c) State the number of individuals who were employed by your firm as apprentices at any time during the past 3 years in each apprenticeship and the number of persons who, during the past 3 years, completed apprenticeships in each craft while employed by your firm.

38. At any time during the last 5 years, has your firm been found to have violated any provision of California apprenticeship laws or regulations, or the laws pertaining to use of apprentices on public works?

Yes No

If "yes," provide the date(s) of such findings, and attach copies of the Department's final decision(s). _____

PART III. RECENT CONSTRUCTION PROJECTS COMPLETED

39. In accordance with Part I, Question 9, the Prospective Proposer must demonstrate that it has performed at least **\$100 Million** in construction volume on no more than **six (6)** projects completed since **January 1, 2007** on the following types of projects:
- a. Industrial and/or Municipal Water Treatment Plants where the electrical, mechanical and instrumentation systems were part of the Contractor's contract; or
 - b. Industrial and/or Municipal Wastewater Treatment Plants where the electrical, mechanical and instrumentation systems were part of the Contractor's contract.

The list of projects may include projects currently under construction, but only the total amount paid by the Owner(s) as of **July 1, 2017** on uncompleted project(s) can be included in this summation of construction volume. The Prospective Proposer 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 **\$100 million** in completed volume of work. **In addition, one of the six projects must have a construction value of at least \$40 million.** *Any projects listed below, which are not as defined above, will not be considered by Regional San in meeting this pre-requisite experience requirement. For example, pipeline projects, and/or pump station projects, and or reservoirs are not considered a treatment plant project.*

An industrial and/or municipal water or wastewater treatment plant project is defined as a project that was engineered and constructed for an industrial or municipally owned and operated facility which is designed to remove contaminants, specific constituents, and/or particulates in water and/or wastewater as required by a State issued discharge permit. Prospective Proposer also certifies that Prospective Proposer self-performed at least forty percent (40%) of the Work on each of the projects listed below. Regional San considers this level of past self-performance demonstrates a benefit to a Project in terms of better control of cost, schedule, and safety.

Prospective Bidders are to complete this form and not attach their own form to their SOPQ submission.

Qualifying Project # 1 Name: _____

Prime Contractor: _____

Project Manager: _____

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: _____

Qualifying Project # 2 Name: _____

Prime Contractor: _____

Project Manager: _____

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: _____

Qualifying Project # 3 Name: _____

Prime Contractor: _____

Project Manager: _____

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: _____

Qualifying Project # 4 Name: _____

Prime Contractor: _____

Project Manager: _____

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: _____

Qualifying Project # 5 Name: _____

Prime Contractor: _____

Project Manager: _____

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: _____

Qualifying Project # 6 Name: _____

Prime Contractor: _____

Project Manager: _____

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: _____

Total Construction Cost of listed Qualifying Project(s) above: \$ _____

SECTION 4

BASIS OF DETERMINATION

4.1 GENERAL

The determination of prequalified Contractors will be based on an evaluation of the Prequalification Submittal and information gathered by Regional San from the references of related projects. See Appendix B for scoring criteria. The categories that will be evaluated under the Basis of Determination are responsiveness and capability.

4.2 RESPONSIVENESS

Prospective Proposers must demonstrate they do not have a conflict of interest in this project, nor a direct relationship with another prequalifying firm.

Before evaluation of the Prospective Proposer's capability, the responsiveness of the Prospective Proposer will be assessed. The assessment of responsiveness will determine if adequate information or the minimum prerequisites have been submitted to permit an evaluation under the Basis of Determination. A Statement of Prequalification Submittal will be rejected as nonresponsive for lack of adequate information due to incompleteness, illegibility, or disregard of the requested format.

4.3 CAPABILITY

The determination by Regional San of a Prospective Proposer's capability shall assess the Prospective Proposer's ability, capacity, and skill to construct the subject project in a timely and satisfactory manner, based on the responses to the questions in Section 3 and the scoring system described in Appendix B.

APPENDIX A
PROJECT DESCRIPTION

APPENDIX A

Project Description

Sacramento Regional Wastewater Treatment Plant Effluent Valve Replacement (EVR) Project Contract # 4398

Project Background

The Sacramento Regional County Sanitation District (“SRCSD”) plant contains several valves associated with the effluent discharge system. These valves have not been properly maintained since their installation in the late 1970s due to their location and the difficulty of accessing them. As a consequence, many of the critical valves do not close completely, and areas in the effluent discharge cannot be isolated to allow for the required maintenance.

In addition, there are valves and pumps that are used during a total plant shutdown, which need to be replaced. The valves and pumps are used to dewater the two effluent conduits to allow for access into the suction pipes for inspection.

These valves and pumps are critical components to achieve a properly maintained plant with reliable treatment. Once the new facilities are operational in late 2019, plant shutdowns will be limited to 24 hours, which does not provide sufficient time to complete the valve replacements. Therefore, this project is critical and should be completed on a fast track schedule.

Project Facilities

The Project includes the following work items:

- Replace four 72-inch refurbished effluent by-pass valves (CV21313, CV21314, CV21315, and CV21316). Regional San will provide these valves to contractor for installation.
- Replace one 96-inch refurbished isolation valve in the location of valve V21318. Regional San will provide this valve for contractor installation.

Contractor to send valve V21318 to factory for refurbishing. Upon return from factory, contractor to replace valve V21317 with the newly refurbished valve.

- Replace four 54-inch effluent discharge valves (CV21307, CV21309, CV21312, and CV21311). Regional San will provide these valves for contractor installation.
- Replace three 60-inch refurbished effluent suction valves and one new effluent suction valve (CV21301, CV21305, CV21303, and CV21306). Regional San will provide these valves for contractor installation.

- Contractor to purchase and replace the effluent conduit dewatering pump, called the “stripping” pump.
- Replace two 36-inch WHWS isolation valves on the Waste heat Water System in the IE Building. Regional San will provide these valves to contractors for contractor installation.
- Replace two 24-inch effluent conduit drainage valves (42SE07 and 42SE09). These valves are located along the Central Tunnel adjacent to the CO Tanks. Regional San will provide these valves for contractor installation.
- Prior to removing and replacing the valves, every single nut and bolt must be removed, cleaned, covered in “anti-seize” and replaced. After all the nuts and bolts have been removed and replaced, the work to replace the valves can begin. Not more than 15 nuts and bolts can be removed at any one time and they should be as equally spaced as possible around the flanges.
- Contractor shall purchase and replace the four 72-inch, four 60-inch, and four 54-inch flexible connectors ("bellow").
- Contractor shall purchase and replace the suction lines dewatering pump in Sump 222 with two new submersible pumps.
- Install a valve on the drain pipe at the north east corner of ESB-D.
- Contractor to replace two sections of the 54-inch discharge piping for Effluent Pump # 5.
- Contractor to construct a connection between the effluent suction line to the influent wetwell.

Important Note: The work items described above may change before the RFP is issued to Prospective Proposers approved to submit a Proposal for this Project.

APPENDIX B
CONTRACTOR PREQUALIFICATION SCORING

APPENDIX B

Sacramento Regional Wastewater Treatment Plant Effluent Valve Replacement (EVR) Project Contract # 4398

CONTRACTOR PREQUALIFICATION SCORING

The scorable questions arise in three different areas:

- (I) History of the business and organizational performance;
- (II) Compliance with occupational safety and health laws, workers' compensation and other labor legislation; and
- (III) Completion of recent projects and quality of performance.

Not all questions in the questionnaire are scorable; some questions simply ask for information about the contractor firm's structure, officers and history. This Appendix includes only those questions that are "scorable." The question numbers in this document are the numbers used in the questionnaire. Thus, the questions included here begin with question number 6, and there are a few breaks in the numerical sequence.

The Scores Needed for Prequalification in Parts I and II and Pass/Fail Requirement in Part III

To prequalify, a contractor would be required to have a passing grade within **each** of the three large categories referred to above.

For Part I, Sections A and B, "History of the business and organizational performance," a passing score of **57** is required (of a maximum score of 76 on this portion of the questionnaire).

For Part II, Compliance with occupational safety and health laws, workers' compensation and other labor legislation a passing score of **38** is required (of a maximum score of 53 points on this portion of the questionnaire).

For Part III, Recent Construction Projects Completed. **This is a Pass/Fail Requirement.**

PART I: QUESTIONS ABOUT HISTORY OF THE BUSINESS AND ORGANIZATIONAL PERFORMANCE

(16 questions)

1. How many years has your organization been in business as a contractor under your present business name and license number? _____ years

3 years or less = 2 points

4 years = 3 points

5 years = 4 pts.

6 years or more = 5 points

2. Is your firm currently the debtor in a bankruptcy case?

Yes No

“No” = 3 points“ “Yes” = 0 points

3. Was your firm in bankruptcy any time during the last 5 years? (This question refers only to a bankruptcy action that was not described in answer to question 7, above).

Yes No

“No” = 3 points“ “Yes” = 0 points

4. Has any CSLB license held by your firm or its Responsible Managing Employee (RME) or Responsible Managing Officer (RMO) been suspended within the last 5 years?

Yes No

“No” = 5 points “Yes” = 0 points

5. At any time in the last 5 years, has your firm been assessed and paid liquidated damages after completion of a project, under a construction contract with either a public or private owner?

Yes No

No projects with liquidated damages of more than \$50,000, or one project with liquidated damages = 5 points

Two projects with liquidated damages of more than \$50,000 = 3 points

Any other answer: no points

6. In the last 5 years has your firm, or any firm with which any of your company's owners, officers or partners was associated, been debarred, disqualified, removed or otherwise prevented from bidding on, or completing, any government agency or public works project for any reason?

NOTE: "Associated with" refers to another construction firm in which an owner, partner or officer of your firm held a similar position, and which is listed in response to question 1c or 1d on this form.

Yes No

"No" = 5 points "Yes" = 0 points

7. In the last 5 years, has your firm been denied an award of a public works contract based on a finding by a public agency that your company was not a responsible bidder?

Yes No

"No" = 5 points "Yes" = 0 points

* * * * *

NOTE: The following two questions refer only to disputes between your firm and the owner of a project. You need not include information about disputes between your firm and a supplier, another contractor, or subcontractor. You need not include information about "pass-through" disputes in which the actual dispute is between a sub-contractor and a project owner. Also, you may omit reference to all disputes about amounts of less than \$50,000.

8. In the past 5 years, has any claim **against** your firm concerning your firm's work on a construction project, been **filed in court or arbitration**?

Yes No

If the firm's average gross revenue for the last 3 years was less than \$50 million, scoring is as follows:

5 points for either "No" or "Yes" indicating 1 such instance.

3 points for "Yes" indicating 2 such instances.

0 points for "Yes" if more than 2 such instances.

If your firm's average gross revenue for the last 3 years was more than \$50 million, scoring is as follows:

5 points for either "No" or "Yes" indicating 1, 2, or 3 such instances.

3 points for "Yes" indicating either 4 or 5 such instances.

0 points for "Yes" if more than 5 such instances.

9. In the past 5 years, has your firm made any claim against a project owner concerning work on a project or payment for a contract, and **filed that claim in court or arbitration**?

Yes No

If your firm's average gross revenues for the last 3 years were less than \$50 million scoring is as follows:

*5 points for either "No" or "Yes" indicating 1 such instance.
3 points for "Yes" indicating 2 such instances.
0 points for "Yes" if more than 2 such instances.*

If your firm's average gross revenues for the last 3 years were more than \$50 million, scoring is as follows:

*5 points for either "No" or "Yes" indicating 1, 2, or 3 such instances.
3 points for "Yes" indicating either 4 or 5 such instances.
0 points for "Yes" if more than 5 such instances.*

10. At any time during the past 5 years, has any surety company made any payments on your firm's behalf as a result of a default, to satisfy any claims made against a performance or payment bond issued on your firm's behalf in connection with a construction project, either public or private?

Yes No

*5 points for either "No" or "Yes" indicating 1 such claim.
3 points for "Yes" indicating no more than 2 such claims
Subtract five points for "Yes" if more than 2 such claims*

11. In the last 5 years, has any insurance carrier, for any form of insurance, refused to renew the insurance policy for your firm?

Yes No

*5 points for either "No" or "Yes" indicating 1 such instance.
3 points for "Yes" indicating 2 such instances.
0 points for "Yes" or if more than 2 such instances.*

12. Has your firm, or any of its owners, officers, or partners ever been found liable in a civil suit, or found guilty in a criminal action, for making any false claim or material misrepresentation to any public agency or entity?

Yes No

"No" = 5 points "Yes" = subtract 5 points

13. Has your firm, or any of its owners, officers or partners ever been convicted of a crime involving any federal, state, or local law related to construction?

Yes No

“No” = 5 points “Yes” = subtract 5 points

14. Has your firm or any of its owners, officers or partners ever been convicted of a federal or state crime of fraud, theft, or any other act of dishonesty?

Yes No

“No” = 5 points “Yes” = subtract 5 points

15. If your firm was required to pay a premium of more than one percent for a performance and payment bond on any project(s) on which your firm worked at any time during the last 3 years, state the percentage that your firm was required to pay. You may provide an explanation for a percentage rate higher than one per cent, if you wish to do so.

_____ %

5 points if the rate is no more than one percent

3 points if the rate was no higher than 1.10 per cent.

0 points for any other answer.

16. During the last 5 years, has your firm ever been denied bond coverage by a surety company, or has there ever been a period of time when your firm had no surety bond in place during a public construction project when one was required?

Yes No

“No” = 5 points “Yes” = 0 points

PART II: QUESTIONS ABOUT COMPLIANCE WITH SAFETY, WORKERS COMPENSATION, PREVAILING WAGE AND APPRENTICESHIP LAWS.

(11 questions)

17. Has Cal OSHA cited and assessed penalties against your firm for any “serious,” “willful” or “repeat” violations of its safety or health regulations in the past 5 years?

Note: If you have filed an appeal of a citation and the Occupational Safety and Health Appeals Board has not yet ruled on your appeal, you need not include information about it.

Yes No

If the firm’s average gross revenues for the last 3 years were less than \$50 million, scoring is as follows:

5 points for either “No” or “Yes” indicating 1 such instance.

3 points for “Yes” indicating 2 such instances.

0 points for “Yes” if more than 2 such instances.

If the firm’s average gross revenues for the last 3 years were more than \$50 million, scoring is as follows:

5 points for either “No” or “Yes” indicating 1, 2, or 3 such instances.

3 points for “Yes” indicating either 4 or 5 such instances.

0 points for “Yes” if more than 5 such instances.

18. Has the federal Occupational Safety and Health Administration cited and assessed penalties against your firm in the past 5 years?

Note: If you have filed an appeal of a citation and the appropriate appeals Board has not yet ruled on your appeal, you need not include information about it.

Yes No

If yes, attach a separate signed page describing each citation.

If the firm’s average gross revenues for the last 3 years were less than \$50 million, scoring is as follows:

5 points for either “No” or “Yes” indicating 1 such instance.

3 points for “Yes” indicating 2 such instances.

0 points for “Yes” or if more than 2 such instances.

If the firm’s average gross revenues for the last 3 years were more than \$50 million, scoring is as follows:

*5 points for either “No” or “Yes” indicating 1, 2, or 3 such instances.
3 points for “Yes” indicating either 4 or 5 such instances.
0 points for “Yes” if more than 5 such instances.*

19. Has the EPA or any Air Quality Management Agency or any Regional Water Quality Control Board cited and assessed penalties against either your firm or the owner of a project on which your firm was the contractor, in the past 5 years?

NOTE: If you have filed an appeal of a citation and the Appeals Board has not yet ruled on your appeal, or if there is a court appeal pending, you need not include information about the citation.

Yes No

If the firm’s average gross revenues for the last 3 years were less than \$50 million, scoring is as follows:

5 points for either “No” or “Yes” indicating 1 such instance.

3 points for “Yes” indicating 2 such instances.

0 points for “Yes” or if more than 2 such instances.

If the firm’s average gross revenues for the last 3 years were more than \$50 million, scoring is as follows:

5 points for either “No” or “Yes” indicating 1, 2, or 3 such instances.

3 points for “Yes” indicating either 4 or 5 such instances.

0 points for “Yes” if more than 5 such instances.

20. How often do you require documented safety meetings to be held for construction employees and field supervisors during the course of a project?

3 points for an answer of once each week or more often.

0 points for any other answer

21. List your firm’s Experience Modification Rate (EMR) for each of the past three premium years:

NOTE: An Experience Modification Rate is issued to your firm annually by your workers’ compensation insurance carrier.

Current year: _____

Previous year: _____

Year prior to previous year: _____

A Prospective Proposer will be immediately disqualified if its Three Year Average EMR is greater than 1.15 (115%).

*5 points for three-year average EMR of .75 or less
3 points for three-year average of EMR of more than .75 but no more than 1.15
Disqualification for any other three-year average EMR*

22. Within the last 5 years, has there ever been a period when your firm had employees but was without workers' compensation insurance or state-approved self-insurance?

Yes No

*5 points for either "No" or "Yes" indicating 1 such instance.
0 points for any other answer.*

23. Has there been more than one occasion during the last 5 years on which your firm was required to pay either back wages or penalties for your own firm's failure to comply with the state's prevailing wage laws?

Yes No

NOTE: This question refers only to your own firm's violation of prevailing wage laws, not to violations of the prevailing wage laws by a subcontractor.

If your firm's average gross revenues for the last 3 years were less than \$50 million, scoring is as follows:

*5 points for either "No," or "Yes" indicating either 1 or 2 such instance.
3 points for "Yes" indicating 3 such instances.
0 points for "Yes" and more than 3 such instances.*

If your firm's average gross revenues for the last 3 years were more than \$50 million, scoring is as follows:

*5 points for either "No" or "Yes" indicating no more than 4 such instances.
3 points for "Yes" indicating either 5 or 6 such instances.
0 points for "Yes" and more than 6 such instances.*

24. During the last 5 years, has there been more than one occasion on which your own firm has been penalized or required to pay back wages for failure to comply with the **federal** Davis-Bacon prevailing wage requirements?

Yes No

If your firm's average gross revenues for the last 3 years were less than \$50 million, scoring is as follows:

5 points for either "No," or "Yes" indicating either 1 or 2 such instance.

*3 points for “Yes” indicating 3 such instances.
0 points for “Yes” and more than 3 such instances.*

*If your firm’s average gross revenues for the last 3 years were more than \$50 million,
scoring is as follows:*

*5 points for either “No” or “Yes” indicating no more than 4 such instances.
3 points for “Yes” indicating either 5 or 6 such instances.
0 points for “Yes” and more than 6 such instances.*

25. Provide the **name, address and telephone number** of the apprenticeship program sponsor(s) (approved by the California Division of Apprenticeship Standards) that will provide apprentices to your company for use on any public work project for which you are awarded a contract by the Agency.

*5 points if at least one approved apprenticeship program is listed.
0 points for any other answer.*

26. If your firm operates its own State-approved apprenticeship program:

- (a) Identify the craft or crafts in which your firm provided apprenticeship training in the past year.
- (b) State the year in which each such apprenticeship program was approved, and attach evidence of the most recent California Apprenticeship Council approval(s) of your apprenticeship program(s).
- (c) State the number of individuals who were employed by your firm as apprentices at any time during the past 3 years in each apprenticeship and the number of persons who, during the past 3 years, completed apprenticeships in each craft while employed by your firm.

5 points if one or more persons completed an approved apprenticeship while employed by your firm.

0 points if no persons completed an approved apprenticeship while employer by your firm.

27. t any time during the last 5 years, has your firm been found to have violated any provision of California apprenticeship laws or regulations, or the laws pertaining to use of apprentices on public works?

Yes No.

If yes, provide the date(s) of such findings, and attach copies of the Department's final decision(s).

If your firm's average gross revenues for the last 3 years were less than \$50 million, scoring is as follows:

5 points for either "No," or "Yes" indicating either 1 or 2 such instance.

3 points for "Yes" indicating 3 such instances.

0 points for "Yes" and more than 3 such instances.

If your firm's average gross revenues for the last 3 years were more than \$50 million, scoring is as follows:

5 points for either "No" or "Yes" indicating no more than 4 such instances.

3 points for "Yes" indicating either 5 or 6 such instances.

0 points for "Yes" and more than 6 such instances.

PART III. RECENT CONSTRUCTION PROJECTS COMPLETED

28. This part will be scored as pass/fail based on the contractor's list of recently completed projects, or current on-going projects, meeting the criteria listed in question 39.

APPENDIX C
INSURANCE AND BONDS

APPENDIX C- INSURANCE AND BONDS
Sacramento Regional Wastewater Treatment Plant
Effluent Valve Replacement (EVR) Project
Contract # 4398

INSURANCE REQUIREMENTS

PART 1 -- GENERAL

1.01 GENERAL REQUIREMENTS

- A. Without limiting Contractor's indemnification, Contractor shall procure and maintain for the duration of the Agreement, at Contractor's sole expense, insurance against claims for injuries to persons or damages to property which may arise from or in connection with the performance of the Agreement by the Contractor, its agents, representatives or employees. The District shall retain the right at any time to review the coverage, form, and amount of the insurance required hereby. If in the opinion of the District's Risk Manager, insurance provisions in these requirements do not provide adequate protection for District and for members of the public, the District may require Contractor to obtain insurance sufficient in coverage, form and amount to provide adequate protection. District's requirements shall be reasonable but shall be imposed to assure protection from and against the kind and extent of risks that exist at the time a change in insurance is required.

1.02 VERIFICATION OF COVERAGE

- A. Contractor shall furnish the District with certificates evidencing coverage required below. Copies of required endorsements must be attached to provided certificates. The District's Risk Manager may approve self-insurance programs in lieu of required policies of insurance if, in the opinion of the Risk Manager, the interests of the District and the general public are adequately protected. All certificates, evidences of self-insurance, and additional insured endorsements are to be received and approved by the District before performance commences. The District reserves the right to require that Contractor provide complete, certified copies of any policy of insurance offered in compliance with these specifications.

1.03 GENERAL LIABILITY

- A. General Liability insurance including, but not limited to, protection for claims of bodily injury and property damage liability, personal and advertising injury liability, products and completed operations liability and contractual liability. Coverage shall be at least as broad as "Insurance Services Office Commercial General Liability Coverage Form CG 0001" (occurrence). The limits of liability shall be not less than:
1. Each Occurrence: Two Million Dollars (\$2,000,000)
 2. Personal & Advertising Injury: Two Million Dollars (\$2,000,000)
 3. Products and Completed Operations Aggregate: Four Million Dollars (\$4,000,000)
 4. General Aggregate: Four Million Dollars (\$4,000,000)

- 5. Fire Damage: One Hundred Thousand Dollars (\$100,000)
- B. The policy shall provide coverage for claims arising out of subsidence. The Products and Completed Operations coverage shall be maintained for at least two years after completion of the Agreement.

1.04 PROFESSIONAL LIABILITY

- A. Professional Liability or Errors and Omissions Liability insurance appropriate to the Contractor's profession. The limits of liability shall not be less than \$2,000,000 per claim and aggregate:
 - 1. If professional liability coverage is written on a Claims Made form:
 - a. The "Retro Date" must be shown, and must be on or before the date of the Agreement or the beginning of Agreement performance by Consultant.
 - b. Insurance must be maintained and evidence of insurance must be provided for at least two (2) years after completion of the Agreement.
 - c. If coverage is cancelled or non-renewed, and not replaced with another claims made policy form with a "Retro Date" prior to the contract effective date, the Consultant must purchase "extended reporting" coverage for a minimum of two (2) years after completion of the Agreement.

1.05 AUTOMOBILE LIABILITY

- A. Automobile Liability insurance providing protection against claims of bodily injury and property damage arising out of ownership, operation, maintenance, or use of owned, hired, and non-owned automobiles. Coverage shall be at least as broad as "Insurance Services Office Business Auto Coverage Form CA 0001," symbol 1 (any auto) for Corporate/Business owned vehicles. The limits of liability for Corporate/Business owned vehicles shall not be less than:
 - 1. Combined Single Limit: One Million Dollars (\$1,000,000)
 - 3. Combined Single Limit: Two Million Dollars (\$2,000,000) if Contractor will utilize any heavy, extra-heavy, or tractor trailer vehicles in performance of the work or services.
- B. Personal insurance shall be acceptable for individually owned vehicles. The limits of liability for individually owned vehicles shall not be less than:
 - 1. \$250,000 per person
 - 2. \$500,000 each accident
 - 3. \$100,000 property damage

1.06 WORKERS' COMPENSATION AND EMPLOYERS' LIABILITY

- A. Workers' Compensation insurance, with coverage as required by the State of California (unless the Contractor is a qualified self-insurer with the State of California), and Employers' Liability coverage. The limits of Employers' Liability shall not be less than:
 - 1. Each Accident: One Million Dollars (\$1,000,000)

2. Disease Each Employee: One Million Dollars (\$1,000,000)
 3. Disease Policy Limit: One Million Dollars (\$1,000,000)
- B. The Workers' Compensation policy required hereunder shall be endorsed to state that the Workers' Compensation carrier waives its right of subrogation against the District and the County, their governing Boards, officers, directors, officials, employees, and authorized agents and volunteers. In the event the Contractor is self-insured, the Contractor shall furnish a Certificate of Permission to Self-Insure by the Department of Industrial Relations Administration of Self-Insurance, Sacramento.

1.07 EXCESS OR UMBRELLA LIABILITY

- A. Umbrella or Excess Liability policies are acceptable and shall provide liability coverage that at least follow form over the underlying insurance requirements where necessary for Commercial General Liability, Commercial Automobile Liability, and Employers' Liability.

1.09 CONTRACTOR'S EQUIPMENT

- A. The Contractor, and each of its Sub-Contractors, shall separately insure its own equipment for loss and damage. The Contractor's Property and Inland Marine policies shall include, or be endorsed to include, a waiver of subrogation against the District and the County, their governing Boards, officers, directors, officials, employees, and authorized agents and volunteers which might arise by reason of damage to the Contractor's property or equipment (owned, leased or borrowed) in connection with work performed under this Agreement by the Contractor.

1.10 BUILDER'S RISK/INSTALLATION INSURANCE

- A. District shall procure, maintain, and keep in force at all times during the term of the Contract and until the date of transfer of the insurable interest to and acceptance by the District, at the District's sole expense, Builder's Risk (including installation) insurance with limits of liability equal to one hundred percent (100%) of the replacement cost of the Project, which shall include the cost of materials and the cost of labor to install materials. Contractor and sub-contractors shall be included under the District's Builder's Risk insurance and listed on a certificate of insurance as additional insureds. District's Builder's Risk insurance shall contain a waiver of subrogation in favor of Contractor and all subcontractors on the Project.

District's Builder's Risk insurance shall cover the Project for loss or damage due to all risks of physical damage or loss, land movement and flood. Coverage shall include transportation and off-site storage of covered property.

Contractor shall be responsible for the first \$25,000, per occurrence, of any loss caused by all risks of physical damage or loss and flood. Contractor shall not be responsible for the deductible if the loss is caused by land movement.

1.11 CONTRACTORS POLLUTION LIABILITY

- A. Contractor's Pollution Liability (CPL) insurance which provides coverage for liability arising from the sudden and accidental release of pollution on the project site or transportation of pollutants from or to the project site with limits not less than:
 - 1. Each Occurrence or Claim: Two Million Dollars (\$2,000,000)
 - 2. General Aggregate: Two Million Dollars (\$2,000,000)
- B. If coverage for Contractor's Pollution Liability insurance is written on a claims-made form, the following provisions apply:
 - 1. The "Retro Date" must be shown, and must be on or before the date of the Agreement or the beginning of the Work.
 - 2. Insurance must be maintained and evidence of insurance must be provided for at least one (1) year after completion of the Agreement.
 - 3. If coverage is cancelled or non-renewed, and not replaced with another claims-made policy form with a "Retro Date" prior to the Agreement effective date, the Contractor must purchase "extended reporting" coverage for a minimum of one (1) year after completion of the Agreement.

1.12 OTHER PROVISIONS

- A. The Contractor's General Liability, Automobile Liability, Pollution Liability and any Excess or Umbrella Liability, shall contain the following provisions:
 - 1. The District and the County, their governing Boards, officers, directors, officials, employees, and authorized agents and volunteers shall be covered as additional insureds as respects liability arising out of the activities performed by or on behalf of the Contractor, products and completed operations of the Contractor, premises owned, occupied, or used by the Contractor, or automobiles owned, leased, hired, or borrowed by the Contractor. The policy shall contain no special limitations on the scope of coverage afforded to the District and the County, their governing Boards, officers, directors, officials, employees, and authorized agents and volunteers unless approved by the District's Risk Manager.
 - 2. The General Liability, Automobile Liability and Pollution Liability policies required hereunder shall be endorsed to state that the carrier waives its right of subrogation against the District and the County, their governing Boards, officers, directors, officials, employees, and authorized agents and volunteers.
 - 3. For any claims related to this Agreement, the Contractor's insurance coverage shall be primary insurance as respects the District and the County, their governing Boards, officers, directors, officials, employees, and authorized agents and volunteers. Any insurance or self-insurance maintained by the District and the County, their governing Boards, officers, directors, officials, employees, and authorized agents and volunteers shall be excess of the Contractor's insurance and shall not contribute with it.
 - 4. Any failure to comply with reporting or other provisions of the policies on the part of the Contractor, including breaches of warranties, shall not affect coverage provided to the District and the County, their governing Boards, officers, directors, officials, employees, authorized agents and volunteers.

5. The Contractor's General Liability and any Excess or Umbrella Liability insurance policies shall contain an endorsement stating that any aggregate limits shall apply separately to each job site or project.
 6. The Contractor's insurance shall apply separately to each insured against whom claim is made or suit is brought, except with respect to the limits of the insurer's liability.
 7. Any deductibles or self-insured retention that apply to any insurance required by the Agreement must be declared and approved in writing by the District.
 8. The Contractor shall maintain all insurance coverages in place at all times and provide the District with evidence of each policy's renewal within ten (10) days of its anniversary date. Each insurance policy required by this Agreement shall be endorsed to state that coverage shall not be canceled by either party except after thirty (30) days' written notice for cancellation or sixty (60) days' written notice for non-renewal has been given to the District. For non-payment of premium 10 days prior written notice of cancellation is required.
 9. All of the Contractor's insurance coverage, except as noted below, shall be placed with insurance companies with a current A.M. Best rating of at least A-:VII
 10. Exceptions:
 - a. Underwriters at Lloyd's of London, which are not rated by A.M. Best.
 - b. Workers' Compensation that is provided through a State Compensation Insurance Fund or a qualified self-insurer for Workers' Compensation under California law.
- B. The Contractor shall sign and file with the District the following certification prior to commencing performance of the work of the Agreement:
1. "I am aware of the provisions of Section 3700 of the Labor Code which require every employer to be insured against liability for worker's compensation or to undertake self-insurance in accordance with the provisions of the Code, and I will comply with such provisions before commencing the performance of the Work of this Agreement."
 2. Said certification is included in the Agreement, and signature and return of the Agreement shall constitute signing and filing of the said certification.
- C. Civil Code Provision: Coverage shall not extend to any indemnity coverage for the active negligence of the additional insured in any case where an agreement to indemnify the additional insured would be invalid under Subdivision (b) of Section 2782 of the Civil Code.
- D. The District, at its discretion, may require new types of insurance coverage or increase the limits of insurance coverage required hereunder at any time during the term of the Agreement by giving thirty (30) days written notice to the Contractor. Contractor shall immediately procure such insurance or increase the limits of coverage and provide certificates of insurance, including copies of all required endorsements, to the District within thirty (30) days of receipt of the District's request.

- E. The required insurance coverage shall be subject to the approval of the District, but any acceptance of insurance certificates by the District shall in no way limit or relieve the Contractor of its duties and responsibilities in this Agreement.
- F. If the Contractor fails to procure or maintain insurance as required by this Section or fails to furnish the District with proof of such insurance, the District, at its discretion, may procure any or all such insurance. Premiums for such insurance procured by the District shall be deducted and retained from any sums due the Contractor under the Agreement. Failure of the District to obtain such insurance shall in no way relieve the Contractor from any of the Contractor's responsibilities under the Agreement. Any failure of the Contractor to maintain any item of the required insurance is sufficient cause for termination of the Agreement.
- G. The making of progress payments to the Contractor shall not be construed as relieving the Contractor of responsibility for loss or damage, or destruction occurring prior to final acceptance by the District.
- H. The District is authorized to execute amendments and waivers, with or without conditions, to the insurance requirements of the Agreement. The District will provide such amendments or waivers in writing to the Contractor.
- I. Contractor shall be responsible for the acts and omissions of all its Sub-Contractors and Sub-Consultants and shall require all its Sub-Contractors and Sub-Consultants to maintain adequate insurance.
- J. The failure of the District to enforce in a timely manner any of the provisions of this Section shall not act as a waiver to enforcement of any of these provisions at any time during the term of the Agreement.

1.13 NOTIFICATION OF ACCIDENT, OCCURRENCE OR CLAIM

- A. The Contractor shall report by telephone to the District within twenty-four (24) hours and also report in writing to the District within fifteen (15) days after the Contractor or any Sub-Contractors, Sub-Consultants or agents have knowledge of any accident or occurrence involving death of or injury to any person or persons, or damage in excess of ten thousand dollars (\$10,000) to the Work, property of the District or others, arising out of any work done by or on behalf of the Contractor as part of the Agreement. Such report shall contain:
 - 1. Date and time of the occurrence
 - 2. Names and addresses of all persons involved
 - 3. Description of the accident or occurrence and the nature and extent of injury or damage
- B. If any claim for damages is filed with Contractor or if any lawsuit is instituted against Contractor, that arise out of or are in any way connected with Contractor's performance under this Agreement and that in any way, directly or indirectly, contingently or otherwise, affect or might reasonably affect District, Contractor shall give prompt and timely notice thereof to District. Notice shall be prompt and timely if given within thirty (30) days following the date of receipt of a claim or ten (10) days following the date of service of process of a lawsuit.

1.14 RESPONSIBILITY FOR FINES FOR VIOLATION OF ENVIRONMENTAL REGULATIONS

- A. Contractor shall assume sole responsibility for and payment of any fines levied on either the District or the Contractor by any local, state or federal authority (hereinafter Authority) for breaches of the Authority's environmental regulations. The Contractor agrees to be solely liable for the payment of all fines regardless of whether the fines are a result of the sole or partial acts or omissions of the Contractor. In addition, the Contractor understands and acknowledges that, during the course of construction, the environmental regulations implemented or imposed by the Authority on the District may change and the Contractor specifically agrees to comply with any future environmental regulations implemented or imposed by the Authority on the District.
- B. Contractor shall pay all fines levied by the Authority on the Contractor or the District when levied or, if the Contractor believes that a violation of the Authority's regulations did not occur, appeal the levy of the fine to the Authority. Until the fine is paid or withdrawn by the Authority, the District shall deduct the amount of the fine from the monthly partial payments owed the Contractor for work performed on the project and hold the payment(s) in reserve until the fine is paid or withdrawn by the Authority. After the Contractor pays the fine or, the Authority withdraws the fine, the District will pay the withheld monies to the Contractor with the next monthly partial payment for work performed on the project.

BONDING REQUIREMENTS

The Contractor shall furnish the Owner the following separate surety bonds:

A. Faithful Performance Bond. Within ten (10) working days of the date of receipt of the Notice of Award and prior to commencement of work, the Contractor shall furnish a separate surety bond in an amount equal to one hundred percent (100%) of the contract price, shall be for the faithful performance of the contract, shall be approved by the Owner, and shall be secured from a surety or sureties satisfactory to Owner.

B. Payment Bond. Within ten (10) working days of the date of receipt of the Notice of Award and prior to commencement of work, the Contractor shall furnish a separate surety bond in an amount at least equal to one hundred percent (100%) of the contract price as security for the payment of all persons for furnishing materials, provisions, or other supplies, or items, used in, upon, for, or about the performance of the work contracted to be done; or for performing any work or labor thereon of any kind, and for the payment of amounts due under the Unemployment Insurance Code with respect to such work or labor in connection with this Contract, and for the payment of a reasonable attorney's fee to be fixed by the court in case suit is brought upon the bond.

Important Note: Prospective Proposer shall provide as part of their SOPQ Package Submittal a notarized statement, from the insurance carrier(s) or insurance broker that the Prospective Proposer will utilize on the Project, certifying that the specified insurance requirements will be met. Please note that these are preliminary insurance requirements and are subject to change. The contractor will be required to provide insurance as provided for in the Project Contract Documents.

NOTARIZED STATEMENT

We, the undersigned, _____ (name) as the authorized insurance carrier(s) or insurance broker for _____ (company), a Prospective Proposer for the Ophir Water Treatment Plant Project, do hereby attest that the specified insurance coverages and amounts required in Attachment 1 will be met.

SIGNED and SEALED this _____ day of _____, 2017.

Name (*Signatures must be notarized*)

Title _____