



CONTRACTOR PREQUALIFICATION PROGRAM

For the Construction of

Santa Margarita Conjunctive Use

Project Facilities

1. Notice of Prequalification

Notice is hereby given that the Fallbrook Public Utility District (hereinafter "District") has determined that all general contractors (hereinafter "Contractor" or "Contractors") bidding on **Santa Margarita Conjunctive Use Project Facilities** (hereinafter "Project") must be prequalified prior to submitting a bid for the Project.

It is mandatory that all contractors who intend to submit a bid for the Project fully complete a prequalification application package ("Prequalification Package"), including but not limited to the Prequalification Questionnaire ("Questionnaire"), provide all materials requested herein, and be deemed prequalified by the District to be on the approved list of bidders. Unless expressly stated in future Notice Inviting Bids, no bid will be accepted from any Contractor that is not on the Approved Bidders List for the Project. If two (2) or more business entities expect to submit a bid as part of a Joint Venture, each entity within the Joint Venture must submit a fully completed Prequalification Package and be separately qualified to bid.

The completed Prequalification Package must be delivered to and received by the District no later than 5:00 pm on Wednesday, December 19, 2018.

Prospective bidders may obtain a copy of the Prequalification Package at the District's office at 990 E. Mission Road, Fallbrook, CA 92028. Information for obtaining Prequalification Package is also available on the District's website under the Construction Requests link.

The District reserves the right to cancel this Notice or to reject any and all responses and Prequalification Packages, if it determines, in its sole discretion, that such cancellation or rejection is in the best interest of the District. The District reserves the right to bid construction of the Project without use of the approved list of bidders.

Answers to questions contained in the Prequalification Package, information about current bonding capacity, a notarized statement from surety, and the most recent reviewed or audited financial statements, with accompanying notes and supplemental information, will be used by the District in order to rate contractors with respect to their qualifications to bid on the Project. The District reserves the right to check any other sources available to verify Contractor's statements, prior performance and veracity. The District's decision will be based on objective evaluation criteria.

The District reserves the right to adjust, increase, limit, suspend or rescind the prequalification 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 contained herein.

While the prequalification process is intended to assist the District in determining bidder responsibility prior to bid and aid the District in selecting the lowest responsible bidder for construction of the Project, neither the fact of prequalification, nor any prequalification rating, will preclude the District from a post-bid consideration and determination of whether a bidder has the quality, fitness, capacity and experience to satisfactorily perform the proposed work, and has demonstrated the requisite trustworthiness.

The Prequalification Packages 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, or in the appeal hearing. State law requires that the names of contractors applying for prequalification status shall be public records subject to disclosure, and the first page of the Questionnaire will be used for that purpose.

The Contractor shall provide only complete and accurate information. The Contractor acknowledges that the District is relying on the truth and accuracy of the responses contained herein. Each Prequalification Package must include a signed affidavit, which shall be signed under penalty of perjury in the manner designated and by an individual who has the legal authority to bind the Contractor. If any information provided by a Contractor becomes inaccurate, the Contractor must immediately notify the District and provide updated accurate information in writing, under penalty of perjury. Should a Contractor omit requested information or falsify information, the District may determine that Contractor is not prequalified.

The District reserves the right to waive minor irregularities and omissions in the information contained in a Prequalification Package submittal and to make all final determinations. The District may refuse to grant prequalification where the requested information and materials are not provided. There is no appeal from the District's decision not to prequalify a Contractor due to an incomplete or late application.

A Contractor is either prequalified in accordance with the limits contained herein or not prequalified based on the District's uniform rating system. No rating other than a positive or negative prequalification determination shall be established by this process. No Contractor other than those prequalified through this process shall bid on the Project, in accordance with California Public Contract Code Section 20101.

Contractors interested in bidding on the Project shall submit all information required for prequalification as identified herein, which shall be evaluated by the District in accordance with the general evaluation criteria presented in Appendix A and as described elsewhere in this Questionnaire.

2. Project Summary

2.1. Description of the Project

The District anticipates that the Project will consist of multiple components that together make up the Santa Margarita Conjunctive Use Project Facilities. In general, improvements include, but may not be limited to the following:

- SMCUP Ground Water Treatment Facilities, 7.2 MGD maximum capacity
 - Steel equalization, RO feed, clearwell, and waste wash water recovery tanks.
 - Iron Manganese (IM) removal system
 - IM backwash, RO feed booster, RO high pressure, product water, and waste wash water sludge pumps
 - RO system
 - Yard piping
 - RO building with control, restroom, and electrical room, and separate product water pump station building
 - Chemical unloading, storage, and feed facility
 - Concrete sludge drying bed renovation
 - Electrical and control system
 - Earthwork, grading, and roads
 - Stormwater facilities
- SMCUP Gheen Facilities
 - Steel storage tank, 4 MG (Alternative Bid Item)
 - Pump station and building, 8 MGD maximum capacity
 - Earthwork and grading
 - Stormwater facilities
 - Electrical and radio telemetry
- Distribution System Pipeline, 11,400 linear feet of 24" CML&C Pipe

The construction cost of the Project is estimated at \$51,000,000.

2.2. Project Funding

The Project will be funded through the Clean Water State Revolving Fund (CWSRF) Program administered by the California State Water Resources Control Board, Division of Financial Assistance (Division). The Contractor awarded the contract for construction of the Project shall be responsible for fulfilling all general Contractor requirements established by the Division for funding under the CWSRF. Information regarding guidelines related to Disadvantaged Business Enterprise (DBE) participation in the Project under the CWSRF Program is presented in Appendix B. The information presented in the appendix is excerpts from the State guidelines only. Further information regarding DBE participation requirements can be found on the following California State Water Resources Control Board website:

https://www.waterboards.ca.gov/water_issues/programs/grants_loans/srf/docs/policy0513/dbe_compliance_guidelines_instructions.pdf

3. Instructions & Minimum Requirements

The Prequalification Package consists of a Contractor Prequalification Interest Form (Section 7 of this packet) and a Prequalification Questionnaire (Sections 8 through 13 of this packet) to be submitted with required documentation. Contractors are required to submit prequalification documents in accordance with the instructions provided and in accordance with the dates and times of submittals as presented herein. Any Contractor who wishes to submit a bid for the Project is required to complete, execute, and submit one (1) original plus three (3) copies of the Contractor Prequalification Interest Form and the Prequalification Questionnaire, with all required supporting documentation including all instructions and forms. A summary of instructions, conditions and minimum requirements for submission of the Prequalification Package is presented below.

Only Contractors who wish to submit prime bids on the Project need to submit a Prequalification Package. Bids received by the District for this Project from Contractors who have not been prequalified through this process will not be considered.

Separate performance and payment bonds, each in the amount of one hundred percent (100%) of the contract amount, will be required at the time the Contractor awarded the work executes the contract with the District. Contractors wishing to prequalify shall identify their anticipated surety company or companies.

The Prequalification document shall be completed in full by typing or legible hand lettering in black ink. All sections (including instructions and forms) included in this document shall be submitted. Where space provided for responses is inadequate, prospective Contractors should supplement the answers with additional referenced attachments as necessary.

All information submitted for the prequalification process shall become the sole property of District. The Questionnaires and financial information are not public records and shall not be subject to review or inspection by outside individuals or organizations. However, the names of Contractors applying for prequalification are public records.

To be prequalified, Contractors must demonstrate the satisfactory completion, as a general Contractor, of water treatment plants of similar size and complexity as the proposed Project. Contractors failing to meet these minimum requirements will be rejected and will not be prequalified. See Section 8 and 13 of this Prequalification Package for specific requirements.

All Contractors submitting the prequalification form must be licensed in the State of California and have a Class A - General Engineering Contractor license at the time the prequalification form is submitted to the District. Contractors who fail to meet this license classification will be rejected for prequalification.

A prequalification committee appointed by District will determine the rating of each Contractor. The District review panel will establish a minimum score based on a uniform rating system. A minimum score, as identified in Appendix A, must be achieved in order to be prequalified to bid the Project. Contractors who fail to achieve the minimum score, or do not comply with the Pass/Fail criteria identified in the Prequalification Package, will not be prequalified and will not be allowed to bid on the Project.

All requests for prequalification must be completed by answering all of the questions. The Questionnaire shall be verified under oath by the Contractor, and this declaration shall be notarized as provided for at the end of the Questionnaire form. Prequalification Questionnaires that are not

completed by a Contractor and Questionnaires that do not include the executed and notarized verification may be disregarded. Alternatively, the District may, at its discretion, require supplemental information from prospective bidders for incomplete information.

Upon completion of the prequalification process, all Contractors who have prequalified and all Contractors who have failed to prequalify will be notified in writing.

The District reserves the right to require Contractors to clarify any information provided or to require Contractors to submit additional information determined necessary by the District to adequately evaluate the prequalification for any Contractor.

Contractors understand and acknowledge that the District will be relying upon the truthfulness of all information contained in the Questionnaire and documents submitted as required by the Prequalification Package in evaluating each Contractor. Each Contractor warrants and represents that all information contained in the Prequalification Questionnaire is true and accurate as stated. In the event the District subsequently discovers that any information provided by any Contractor is intentionally inaccurate or misleading, this shall be a separate and independent ground for disqualification of the Contractor submitting such inaccurate and/or misleading information. Contractors disqualified on this basis will not be allowed to bid on the Project.

Upon execution of and submittal of the prequalification documents required by the District, each Contractor acknowledges that it has carefully read and understood all terms of the prequalification process and agrees to be bound by all of these terms. In the event any action or proceeding is commenced to interpret, enforce, or invalidate any of the terms of this prequalification process, jurisdiction and venue shall lie only in the State Courts in the County of San Diego, California. The parties hereby expressly agree that this is the correct jurisdiction and venue for resolution of all disputes arising with respect to the prequalification process.

In the event any Contractor commences any action or proceeding challenging any prequalification decision made by the District, and the decision made by the District is subsequently upheld, the Contractor challenging the decision shall pay all attorneys' fees, expert fees and costs, and court costs incurred by the District and any representative and/or consultant of the District in addition to all other relief provided by law.

This is not a solicitation of proposals. No guarantees, expressed or implied, are made that the schedule below will be followed, that the Project will be constructed as described, or that the Project will be bid or constructed at all. The District reserves the right to change or cancel the Project. Contractors responding to this Invitation do so at their own risk and option and, therefore, assume full responsibility for all associated costs.

The anticipated prequalification and bid schedule is summarized as follows:

<u>Date</u>	<u>Milestone</u>
November 8, 2018	District issues invitation for prequalification
November 28, 2018	District receives Prequalification Interest Forms
December 19, 2018	District receives Prequalification Packages
January 9, 2019	District issues recommendation of qualified bidders list for General Contractors
January 16, 2019	Last day for Contractors to appeal District's decision regarding prequalification ratings
January 30, 2019	Last day for appeals to be heard by the District
February 13, 2019	Last day for notice of outcome of Contractor appeals by the District
February 25, 2019	District Board considers adoption of qualified bidders list for General Contractors and authorizes staff to bid project
March 6, 2019	District begins advertising for bids
March 20, 2019	District holds mandatory pre-bid meeting and site walk
April 24, 2019	District opens bids

The Prequalification Package, its completion and submission by the Contractor, and its use by the District, shall not give rise to any liability on the part of the District to the Contractor or any third party or person. This is not a solicitation for bid. No guarantees are made or implied that any projects will be constructed, either in part or whole. The Contractor accepts all risk and cost associated with the completion of the Prequalification Package without financial guarantee.

4. Prequalification Evaluation

The District will apply a uniform system of rating prequalification respondents on objective criteria consistent with California Department of Industrial Relations recommendations, on the basis of the completed Questionnaires and financial statements to determine the qualified Contractors list. The District reserves the right to adjust the scoring criteria shown, at its sole discretion, while maintaining compliance with the requirements of California Public Contract Code Section 20101.

In part, the District will evaluate all completed Prequalification Packages on a pass/fail basis. Contractors must meet all of the criteria listed above in order to be prequalified, in addition to receiving a passing score on the other evaluation criteria. Contractors who do not meet all of the criteria will not be found qualified to participate in bidding for the contract to construct the Project.

The evaluation is solely for the purpose of determining which bidders are qualified to successfully perform the type of work included in the Project in a timely manner. The contract for construction of the Project will be awarded, if at all, to the responsible, prequalified bidder submitting the lowest responsive bid. Neither issuing the invitation to submit a Prequalification Package, nor reviewing responses to the invitation, nor any other activity related to the prequalification process obligates the

District to award a contract for construction of the Project to a particular Contractor, or at all.

The District reserves the right to reject any or all Prequalification Packages, any or all bids, and to waive any irregularities in any Prequalification Package or bid received. If any information provided by a prospective bidder becomes inaccurate, the party who provided the information must immediately notify the District and provide updated accurate information in writing and under penalty of perjury.

5. Submittal Requirements

Each Prequalification Package must be completed with all information requested and be signed under penalty of perjury by an individual who has the legal authority to bind the Contractor on whose behalf that person is signing. The District must receive all Prequalification Packages and materials requested therein by the date and time stated in the Notice Requesting Prequalification Packages ("Notice"). Prequalification Packages that are incomplete, unsigned or received after the specified time will be returned unopened, and the Contractor will not be eligible to participate in the bidding of the Project.

The Prequalification Package shall be submitted to the District no later than 5:00 pm on Wednesday, December 19, 2018. Completed Prequalification Packages should be marked as "Confidential" and must be mailed or delivered to the District Offices:

Attn: Ms. Joye Johnson, Operations Specialist
Phone: (760) 728-1125
Fax: (760) 728-6029
Email: joyej@fpud.com
Address: 990 E Mission Rd, Fallbrook, CA 92028

The District's office hours are 8am to 5pm Pacific Time, Monday through Friday. The District is closed on all State recognized holidays.

The Prequalification Package and supporting documentation are to be submitted on 8 ½ x 11 sheets and must be organized and identified in accordance with the requirements defined herein. Attach additional referenced sheets as needed to provide complete responses.

The Contractor shall provide only complete and accurate information. The Contractor acknowledges that the District is relying on the truth and accuracy of the responses contained therein. If any information provided by a Contractor becomes inaccurate, the party who provided the information must immediately notify the District and provide updated accurate information in writing and under penalty of perjury.

The prequalification of Contractors will be determined by evaluation of the information submitted by each respondent. The District may verify any or all information provided in completed Prequalification Packages, consider information provided by sources other than the Contractor, and conduct such investigations as the District deems appropriate to assist in the evaluation of Contractor's responsibility, qualifications and financial capacity. Except where information related to former entities is expressly required herein, for purposes of evaluation, scoring and prequalification, all required Contractor's

information, including but not limited to experience, personnel and finances, must be provided for the entity holding the Contractor's license. If the Contractor seeking prequalification has not been in business for the time period for which information is requested, it shall submit information on predecessor entities covering that time period.

Any question or objection to the prequalification materials, or explanation desired by a prospective Contractor regarding the meaning or interpretation of the Prequalification Package and related materials, must be requested in writing by overnight mail, e-mail or facsimile, before 5:00 p.m. Wednesday, November 128, 2018. Oral explanations or instructions will not be binding unless issued as a formal addendum to the Prequalification Package. Any information provided to any prospective Contractor concerning a solicitation will be furnished to all prospective contractors who requested a Prequalification Package. All prospective Contractors must acknowledge the receipt of any/all addenda on the form and in the manner required with each addendum.

Contractors shall submit questions regarding the Prequalification Package in writing to the District as follows:

Attn: Ms. Joye Johnson, Operations Specialist
Fax: (760) 728-6029
Email: joyej@fpud.com
Address: 990 E Mission Rd, Fallbrook, CA 92028

By submitting a completed Prequalification Package, the prospective Contractor waives any and all objections to the form and content of the Prequalification Package, or the evaluation criteria.

6. Appeals

Contractors who are not prequalified shall have five (5) working days from the date of written notification to deliver a written notice contesting the District's decision. Working days are considered to be Monday through Friday exclusive of District-recognized holidays. Contractors who fail to deliver this written request to the District within the five (5) days specified above expressly waive the right to contest the decision of the District.

In the event a prospective bidder has made a written request to obtain the District's basis for disqualification and any supporting evidence, the District will provide the date and time available to the bidder to review the prequalification results at the District's offices, which shall not exceed five (5) working days from the date written notice is received contesting the District's decision.

Contractors shall have five (5) working days from the date provided by the District for review of the prequalification results to rebut this evidence in writing and to present any evidence to the District explaining why the Contractor should be found qualified. This evidence will be evaluated by the District and the Contractor who has provided it will be notified of the final result, in writing. Contractors who fail to submit this evidence within the five (5) day period expressly waive the right to contest the District's decision.

If the Contractor requests a hearing in writing and the District receives such request within five (5)

working days from the date written notification of a non-qualified result is received by the Contractor, the hearing will be held within ten (10) working days of the date the District receives the request. The hearing will be before the District Manager or his designee and will be recorded on audio and/or video tape.

The District shall give the Contractor written notice of the outcome of the appeal no later than ten (10) working days after the hearing is concluded. The District Manager's decision will be final and binding.

If any Contractor fails to meet the deadlines provided above, the proposed prequalification rating may be adopted by District without any further proceedings.



7. Contractor Prequalification Interest Form

This form is to be submitted prior to the Prequalification Package and must be received by the District no later than: 5:00 PM on Wednesday, November 28, 2018. An emailed pdf copy is acceptable for this form only. The contact information will be used by the District to inform the Contractor of any modifications to the Prequalification requirements prior to the due date for the Prequalification Package.

Company Name: _____
(as it appears on license)

Check One: Corporation Partnership Sole Proprietor

Contact Person: _____

Address: _____

Phone: _____ Fax: _____ Email: _____

If Company is a sole proprietor or partnership:

Owner(s) of Company: _____

Contractor's License Number(s):

By my signature below, I acknowledge receipt of this document, have reviewed and understand the District's Prequalification Package and prequalification program requirements and agree to be bound by its terms.

Date Signature

Name of duly authorized individual responsible for execution of this Contractor Prequalification Interest Form:

Name (print) Title

8. Prequalification Questionnaire - Essential Requirements For Qualification

An answer of “no” to any of the Questions 8.1 through 8.7 will be rated a “Fail” and the Contractor will be immediately disqualified.

An answer of “yes” to any of the Questions 8.8 through 8.11 below will be rated a “Fail” and the Contractor will be immediately disqualified.

- 8.1.** Contractor possesses a valid and current California Contractor’s license (Class A General Engineering).

Yes No

- 8.2.** Contractor will comply with and provide all insurance as defined in Attachment No. 1 “District Minimum Insurance Requirements”.

Yes No

NOTE: Contractor shall furnish a statement indicating the Contractor’s ability to provide the insurance provided as Attachment No. 1. The Contractor will be required to provide insurance as provided for in the Project Contract Documents upon actual bid and award.

- 8.3.** Contractor has attached its latest copy of a reviewed or audited financial statement with accompanying notes and supplemental information.¹

Yes No

NOTE: A financial statement that is not either reviewed or audited is not acceptable. 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.

The separate sealed envelope shall be marked as follows:

Proprietary – Not For Public Disclosure
Financial Statement of [Contractor’s Name]
Prequalification for Santa Margarita Conjunctive Use Project Facilities

1. Public Contract Code section 20101(e) exempts from this requirement a Contractor who has qualified as a small business pursuant to Government Code section 14837(d)(1), if the bid is “no more than 25 percent of the qualifying amount provided in section 14837(d)(1).” Refer to the most recent code requirements for qualifying amounts.

- 8.4.** Contractor has 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 your current available bonding capacity.²

Yes No

- 8.5.** Within the last five (5) years, Contractor has performed, as the general (prime) Contractor, at least two (2) water treatment facility projects, at least one (1) of which were each valued at least \$35 million.

For the purposes of this question, a “water treatment facility” is defined as requiring installation of RO process equipment, including installation of chemical storage, metering, and distribution system with a minimum of 6 MGD capacity and at least three (3) of the following:

- (i) New construction of a complete and operable pump station, minimum 8 MGD capacity
- (ii) Installation of steel storage tank, minimum 4 MG
- (iii) Installation of at least 10,000 LF of 24” pipeline
- (iv) Installation of an electrical and control system
- (v) Associated earthwork and grading.

Yes No

NOTE: Contractor must provide supporting project information in response to Question 13. Failure to provide the necessary information in response to Question 13 will result in a “No” response to this question.

- 8.6.** Contractor has a Project Manager who will be assigned to the Project who has at least ten (10) years of experience and who has successfully completed at least two (2) water treatment facility projects that have a total combined value of at least at \$50 million, completed in the last five (5) years.

Yes No

NOTE: Contractor must provide supporting project information in response to Question 13. Failure to provide the necessary information in response to Question 13 will result in a “No” response to this question.

2. An additional notarized statement from the surety company may be requested by the District at the time of submission of a bid, if this prequalification package is submitted more than 60 days prior to submission of the bid. Notarized statement must be from the surety company, not an agent or broker.

8.7. Contractor is capable of fulfilling the Project funding requirements for Disadvantaged Business Enterprise (DBE) participation as identified in Appendix C of the Questionnaire.

Yes No

8.8. Has your Contractor's license been revoked at any time in the last five (5) years?

Yes No

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

Yes No

8.10. At the time of submitting this prequalification 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:

8.11. 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



9. Prequalification Questionnaire - Organization, History, Organizational Performance, Compliance With Civil And Criminal Laws

9.1. Current Organization and Structure of the Business

For Firms That Are Corporations:

- a. Date incorporated: _____
- b. Under the laws of what state: _____
- c. 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	Social Security #

- d. 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 five (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 Firm	Dates of Person's Participation with Firm



For Firms That Are Partnerships:

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

Name	Position	Years with Co.	% Ownership	Social Security #

- d. 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 five (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:

- a. Date of commencement of business: _____
- b. Social security number of company owner: _____
- c. 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 five (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 Intend to Make a Bid as Part of a Joint Venture:

- a. Date of commencement of joint venture: _____
- b. Provide all of the following information for each firm that is a member of the joint venture that expects to bid on one or more projects:

Name of firm	% Ownership of Joint Venture



9.2. History of the Business and Organizational Performance

9.2.1. Has there been any change in ownership of the firm at any time during the last three (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.

9.2.2. Is the firm a subsidiary, parent, holding company or affiliate of another construction firm?

NOTE: Include information about other firms if one firm owns 50 percent or more of another, or if an owner, partner, or officer of your firm holds a similar position in another firm.

Yes No

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

9.2.3. Are any corporate officers, partners or owners connected to any other construction firms?

NOTE: Include information about other firms if an owner, partner, or officer of your firm holds a similar position in another firm.

Yes No

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

9.2.4. State your firm’s gross revenues for each of the last three (3) years:

2017: _____ 2016: _____ 2015: _____

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

9.2.6. 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.



9.2.7. Was your firm in bankruptcy at any time during the last five (5) years? (This question refers only to a bankruptcy action that was not described in answer to question 9.2.6, above)

Yes No

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

9.3. Licenses

9.3.1. List all California construction license numbers, classifications and expiration dates of the California contractor licenses held by your firm (use separate referenced attachments as needed):

9.3.2. 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 who meet(s) the experience and examination requirements for each license (use separate referenced attachments as needed):

9.3.3. Has your firm changed names or license number in the past five (5) years?

Yes No

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

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

Yes No

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

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

Yes No

If “yes,” please explain on a separate signed sheet.

9.4. Disputes

9.4.1. At any time in the last five (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.

9.4.2. In the last five (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 prequalification 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.

9.4.3. In the last five (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.

9.4.4. In the past five (5) years has any claim **against** your firm concerning your firm's performance 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). Additionally, please explain if any current claims against your firm that, should you lose the claim(s), would adversely affect your financial position or the ability to meet the contractual obligations if awarded the contract for this project.

9.4.5. In the past five (5) years has your firm made any claim, including delay claims, 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). Additionally, please explain if any current claims against a project owner that, should you lose the claim(s), would adversely affect your financial position or the ability to meet the contractual obligations if awarded the contract for this project.

9.4.6. At any time during the past five (5) years, has any surety company made any payments on your firm's behalf 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.

9.4.7. In the last five (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.

9.5. Criminal Matters and Related Civil Suits

9.5.1. 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.

9.5.2. 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.

9.5.3. 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 district or location of the federal court), the year and the criminal conduct.



10. Prequalification Questionnaire - Bonding

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

Name of bonding company/surety: _____

Name of surety agent, address and telephone number:

10.2. 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 three (3) years, state the project and percentage that your firm was required to pay. You may provide an explanation for a percentage rate higher than one percent, if you wish to do so. Provide this information on a separate, properly referenced, attachment.

10.3. List all other sureties (name and full address) that have written bonds for your firm during the last five (5) years, including the dates during which each wrote the bonds. Provide this information on a separate, properly referenced, attachment.

10.4. During the last five (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.

11. Prequalification Questionnaire - Compliance with Occupational Safety and Health Laws and with Other Labor Legislation Safety

11.1. Has CAL OSHA cited and assessed penalties against your firm for any "serious," "willful" or "repeat" violations of its safety or health regulations in the past five (5) years?

Yes No

If "yes," attached 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.



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

Yes No

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

11.3. Has the EPA or any Air Quality Management District 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 five (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.

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

11.5. Experience Modification Rate (EMR): Please obtain a letter from the Contractor’s insurance carrier (or state fund if applicable) with the Contractor’s interstate EMRs for the Year 2017, Year 2016 and Year 2015. If the Contractor does not have an interstate rating, obtain the Contractor’s intrastate EMRs. Attach the letter as part of this package. The Contractor shall list the Experience Modification Rate (available from the Contractor’s insurance carrier) below.

<u>Year</u>	<u>EMR</u>
2017	_____
2016	_____
2015	_____
Three Year Average	_____

Are the above rates interstate or intrastate? _____

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

1. Furnish a letter from the Contractor's insurance agent, insurance carrier or state fund (on their letterhead) verifying the EMR data listed above; or
2. Furnish a photocopy of the applicable Experience Rating Calculation Sheets, which the Contractor's insurance carrier should forward to the Contractor annually.

11.6. Within the last five (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 five (5) years. (If your firm has been in the construction business for less than five (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.)

12. Prequalification Questionnaire - Prevailing Wage and Apprenticeship Compliance Record

12.1. Has there been more than one occasion during the last five (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.

12.2. During the last five (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.

12.3. At any time during the last five (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).

13. Prequalification Questionnaire – Required Project Experience

13.1. Question 8.5 requires a “yes” response to the following:

Within the last five (5) years, Contractor has performed, as the general (prime) Contractor, at least two (2) water treatment facility projects, at least one (1) of which were each valued at least \$35 million.

For the purposes of this question, a “water treatment facility” is defined as requiring installation of RO process equipment, including installation of chemical storage, metering, and distribution system with a minimum of 6 MGD capacity and at least three (3) of the following:

- (i) New construction of a complete and operable pump station, minimum 8 MGD capacity
- (ii) Installation of steel storage tank, minimum 4 MG
- (iii) Installation of at least 10,000 LF of 24” pipeline
- (iv) Installation of an electrical and control system
- (v) Associated earthwork and grading.

The below information will be used by the District to confirm that the required experience has been met. The District may also contact the Owner, or its representative, as applicable, on each of the below-listed projects and ask the authorized representative of the Owner, who has personal knowledge of Contractor’s performance and is able to provide an informed response to the following question: “Would you recommend the Contractor for employment on another project? Please respond ‘yes’ or ‘no.’” An answer of “no” will be rated a “Fail” for purposes of Question 8 and the Contractor will be deemed not prequalified.



Project # 1 Name: _____

Owner: _____

Construction Bid Cost: \$ _____

Final Construction Cost: \$ _____

Total Construction Time: _____ Calendar Days Date of Completion: _____

Time Extensions: _____ Additional Calendar Days beyond Original Contract Date

Owner's Representative: _____

Owner's Representative Telephone No.: _____

Owner's Representative Email: _____

Engineer: _____

Engineer's Telephone No.: _____

Engineer's Representative Email: _____

On-Site Construction Manager: _____

On-Site Construction Manager's Telephone No.: _____

On-Site Construction Manager's Email: _____

Required Criteria Included in Project (see Question 8.5): _____

Specific Project Characteristics:

Pump station capacity (MGD): _____

Treatment capacity (MGD): _____

Description of treatment process installed: _____

Pipeline installed: _____ LF _____ Dia

Pipe Material: _____



Project # 2 Name: _____

Owner: _____

Construction Bid Cost: \$ _____

Final Construction Cost: \$ _____

Construction Time: _____ Calendar Days Date of Completion: _____

Time Extensions: _____ Additional Calendar Days beyond Original Contract Date

Owner's Representative: _____

Owner's Representative Telephone No.: _____

Owner's Representative Email: _____

Engineer: _____

Engineer's Telephone No.: _____

Engineer's Representative Email: _____

On-Site Construction Manager: _____

On-Site Construction Manager's Telephone No.: _____

On-Site Construction Manager's Email: _____

Required Criteria Included in Project (see Question 8.5): _____

Specific Project Characteristics:

Pump station capacity (MGD): _____

Treatment capacity (MGD): _____

Description of treatment process installed: _____

Pipeline installed: _____ LF _____ Dia

Pipe Material: _____



Project # 3 Name: _____

Owner: _____

Construction Bid Cost: \$ _____

Final Construction Cost: \$ _____

Construction Time: _____ Calendar Days Date of Completion: _____

Time Extensions: _____ Additional Calendar Days beyond Original Contract Date

Owner's Representative: _____

Owner's Representative Telephone No.: _____

Owner's Representative Email: _____

Engineer: _____

Engineer's Telephone No.: _____

Engineer's Representative Email: _____

On-Site Construction Manager: _____

On-Site Construction Manager's Telephone No.: _____

On-Site Construction Manager's Email: _____

Required Criteria Included in Project (see Question 8.5): _____

Specific Project Characteristics:

Pump station capacity (MGD): _____

Treatment capacity (MGD): _____

Description of treatment process installed: _____

Pipeline installed: _____ LF _____ Dia

Pipe Material: _____



Project # 4 Name: _____

Owner: _____

Construction Bid Cost: \$ _____

Final Construction Cost: \$ _____

Construction Time: _____ Calendar Days Date of Completion: _____

Time Extensions: _____ Additional Calendar Days beyond Original Contract Date

Owner's Representative: _____

Owner's Representative Telephone No.: _____

Owner's Representative Email: _____

Engineer: _____

Engineer's Telephone No.: _____

Engineer's Representative Email: _____

On-Site Construction Manager: _____

On-Site Construction Manager's Telephone No.: _____

On-Site Construction Manager's Email: _____

Required Criteria Included in Project (see Question 8.5): _____

Specific Project Characteristics:

Pump station capacity (MGD): _____

Treatment capacity (MGD): _____

Description of treatment process installed: _____

Pipeline installed: _____ LF _____ Dia

Pipe Material: _____



Project # 5 Name: _____

Owner: _____

Construction Bid Cost: \$ _____

Final Construction Cost: \$ _____

Construction Time: _____ Calendar Days Date of Completion: _____

Time Extensions: _____ Additional Calendar Days beyond Original Contract Date

Owner's Representative: _____

Owner's Representative Telephone No.: _____

Owner's Representative Email: _____

Engineer: _____

Engineer's Telephone No.: _____

Engineer's Representative Email: _____

On-Site Construction Manager: _____

On-Site Construction Manager's Telephone No.: _____

On-Site Construction Manager's Email: _____

Required Criteria Included in Project (see Question 8.5): _____

Specific Project Characteristics:

Pump station capacity (MGD): _____

Treatment capacity (MGD): _____

Description of treatment process installed: _____

Pipeline installed: _____ LF _____ Dia

Pipe Material: _____



13.2. Question 8.6 requires a “yes” response to the following:

Contractor has a Project Manager who will be assigned to the Project who has at least ten (10) years of experience and who has successfully completed at least two (2) water treatment facility projects that have a combined total volume of at least at \$50 million, completed in the last five (5) years.

The Project Manager must meet the experience identified above. You may submit one alternate name in the event the first named person is not available. Experience of the alternate shall be provided on copies of this section. In addition to the following, you must also provide a resume for the named Project Manager and alternate, if identified.

	Project Manager	Alternate
Name of Project Manager		
Number of years of total construction experience as a Project Manager on water treatment facility projects.		
Number of years as a Project Manager for your company.		

The below information will be used by the District to confirm that the required experience has been met.



PM Project # 1 Name: _____

Owner: _____

Construction Bid Cost: \$ _____

Final Construction Cost: \$ _____

Construction Time: _____ Calendar Days Date of Completion: _____

Time Extensions: _____ Additional Calendar Days beyond Original Contract Date

Owner's Representative: _____

Owner's Representative Telephone No.: _____

Owner's Representative Email: _____

Engineer: _____

Engineer's Telephone No.: _____

Engineer's Representative Email: _____

On-Site Construction Manager: _____

On-Site Construction Manager's Telephone No.: _____

On-Site Construction Manager's Email: _____

Required Criteria Included in Project (see Question 8.5): _____

Specific Project Characteristics:

Pump station capacity (MGD): _____

Treatment capacity (MGD): _____

Description of treatment process installed: _____

Pipeline installed: _____ LF _____ Dia

Pipe Material: _____



PM Project # 2 Name: _____

Owner: _____

Construction Bid Cost: \$ _____

Final Construction Cost: \$ _____

Construction Time: _____ Calendar Days Date of Completion: _____

Time Extensions: _____ Additional Calendar Days beyond Original Contract Date

Owner's Representative: _____

Owner's Representative Telephone No.: _____

Owner's Representative Email: _____

Engineer: _____

Engineer's Telephone No.: _____

Engineer's Representative Email: _____

On-Site Construction Manager: _____

On-Site Construction Manager's Telephone No.: _____

On-Site Construction Manager's Email: _____

Required Criteria Included in Project (see Question 8.5): _____

Specific Project Characteristics:

Pump station capacity (MGD): _____

Treatment capacity (MGD): _____

Description of treatment process installed: _____

Pipeline installed: _____ LF _____ Dia

Pipe Material: _____



16. Declaration

I, the undersigned, _____ (name) as the authorized representative for _____ (company) an interested Contractor for the Fallbrook Public Utility District’s **Santa Margarita Conjunctive Use Project Facilities Project**, do hereby attest that all statements and representations made herein are true and correct to the best of my knowledge. These statements are made openly and freely without intent to influence or embellish actual events or circumstances that occurred. I declare under penalty of perjury under the laws of the State of California that the foregoing is correct.

We acknowledge that we have received the following Addenda _____.

I understand that the District will investigate any and all statements and representations made by us and our firm in this Prequalification Questionnaire and we freely give our permission for them to do so. Should releases be required by any of our professional, financial, or bonding institutions to release verification of the enclosed data, we have provided them. We agree to waive any claims against the District, Construction Manager, and/or any third party designated by the District for the release of the information necessary to evaluate this Prequalification Questionnaire.

I further understand that any false statements or representations made in this application will result in disqualification of our firm as a bidder for the Project. If it is determined that these false statements or representations were purposefully made to change, hide, or obscure negative information from the District in an attempt to qualify under these false pretenses, the action will result in loss of eligibility for our firm to qualify for any District contracts for a minimum period of one (1) year and a maximum period of five (5) years from the date of discovery.

Date

Signature

Title

Print Name

Signature above shall be notarized in accordance with requirements established in the State of California, County of San Diego.



Notary Acknowledgment

A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

STATE OF CALIFORNIA
COUNTY OF _____

On _____, 20____, before me, _____, Notary Public, personally appeared _____, who proved to me on the basis of satisfactory

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

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

WITNESS my hand and official seal.

Signature of Notary Public _____

OPTIONAL

Though the information below is not required by law, it may prove valuable to persons relying on the document and could prevent fraudulent removal and reattachment of this form to another document.

CAPACITY CLAIMED BY SIGNER

DESCRIPTION OF ATTACHED DOCUMENT

- Individual
- Corporate Officer

Title(s)

Title or Type of Document

- Partner(s) Limited
- General

Number of Pages

- Attorney-In-Fact
- Trustee(s)
- Guardian/Conservator
- Other:

Date of Document

Signer is representing:
Name Of Person(s) Or Entity(ies)

Signer(s) Other Than Named Above

APPENDIX A - SCORING OF QUESTIONS RELATED TO THE FALLBROOK PUBLIC UTILITY DISTRICT'S CONTRACTOR PREQUALIFICATION PROGRAM

The information provided herein establishes a system for scoring of prequalification packages to be submitted by Contractors to the District. Prequalification can be established for multiple projects over a defined time period, or for a single project being considered by the District (see Section 1.d below for summary of single project scoring). The system is consistent with the requirements established by the enabling legislation in the State of California for the development of contractor prequalification programs, relevant provisions of Public Contract Code section 20101 and guidelines established by the California Department of Industrial Relations (DIR).

1) General

Not all questions in the Prequalification Questionnaire are scored in determining prequalification status. Some questions are related to information required by the District for information about the Contractor's structure, officers and history. The criteria below identify those questions that the District will use to score the Contractor in determining prequalification status. The Contractor must achieve the scores identified below under each area identified in order to receive a prequalified determination.

- a) For Prequalification Questionnaire Section 8: Pass/Fail criteria. See requirement below.
- b) For Prequalification Questionnaire Sections 9 and 10: Contractor must achieve a score of 57 out of a maximum of 76 points on these portions of the Questionnaire.
- c) For Prequalification Questionnaire Sections 11 and 12: Contractor must achieve a score of 30 out of a maximum of 43 points on these portions of the Questionnaire.
- d) For Prequalification Questionnaire Section 13: This Section shall be scored for prequalification of Contractors by the District for a single project. Where the District is prequalifying Contractors to potentially bid on multiple projects over a defined period of time, only Sections 8, 9, 10, 11 and 12 shall be scored in order to determine prequalification status. Scoring criteria as it relates to a single project shall be determined by the District on a project by project basis. For a single project prequalification process, the District shall issue the project-specific scoring criteria to all Contractors who submit a Contractor Prequalification Interest Form (see Part 7 of the Questionnaire). In general, the District shall assign a maximum score for this area of 120 points. A Contractor shall be determined as prequalified whose score is 72 points or more; a denial of prequalification for a Contractor whose score is less than 55 points; and an additional interview with other references if the score is between 55 points and 72 points.

2) Detailed Requirements Related to the Scores Needed for Prequalification

- a) Prequalification Questionnaire – Section 8: Pass/Fail criteria for Questions 8.1 through 8.11. To prequalify, a Contractor shall be required to have a passing grade for each of the questions referenced above.
- b) Prequalification Questionnaire – Sections 9 and 10:
 - i) Question 9.2.5:

- (1) 3 years or less = 2 points
 - (2) 4 years = 3 points
 - (3) 5 years = 4 points
 - (4) 6 years or more = 5 points
- ii) Question 9.2.6:
- (1) No = 3 points
 - (2) Yes = 0 points
- iii) Question 9.2.7
- (1) No = 3 points
 - (2) Yes = 0 points
- iv) Question 9.3.5
- (1) No = 5 points
 - (2) Yes = 0 points
- v) Question 9.4.1
- (1) No projects with liquidated damages of more than \$50,000, or one project with liquidated damages = 5 points.
 - (2) Two projects with liquidated damages of more than \$50,000 = 3 points
 - (3) Any other answer: 0 points
- vi) Question 9.4.2
- (1) No = 5 points
 - (2) Yes = 0 points
- vii) Question 9.4.3
- (1) No = 5 points
 - (2) Yes = 0 points
- viii) Question 9.4.4
- (1) If the Contractor's average gross revenue for the last three (3) years was less than \$50 million, scoring is as follows:
 - (a) 5 points for either No or a Yes response indicating 1 such instance
 - (b) 3 points for Yes indicating 2 such instances
 - (c) 0 points for Yes if more than 2 such instances
 - (2) If the Contractor's average gross revenue for the last three (3) years was more than \$50 million, scoring is as follows:
 - (a) 5 points for either No or Yes response indicating 1, 2, or 3 such instances
 - (b) 3 points for Yes indicating either 4 or 5 such instances
 - (c) 0 points for Yes if more than 5 such instances

ix) Question 9.4.5

- (1) If the Contractor's average gross revenue for the last three (3) years was less than \$50 million, scoring is as follows:
 - (a) 5 points for either No or a Yes response indicating 1 such instance
 - (b) 3 points for Yes indicating 2 such instances
 - (c) 0 points for Yes if more than 2 such instances
- (2) If the Contractor's average gross revenue for the last three (3) years was more than \$50 million, scoring is as follows:
 - (a) 5 points for either No or Yes response indicating 1, 2, or 3 such instances
 - (b) 3 points for Yes indicating either 4 or 5 such instances
 - (c) 0 points for Yes if more than 5 such instances

x) Question 9.4.6

- (1) 5 points for either No or Yes indicating 1 such claim
- (2) 3 points for Yes indicating no more than 2 such claims
- (3) Subtract 5 points for Yes if more than 2 such claims

xi) Question 9.4.7

- (1) 5 points for either No or Yes indicating 1 such instance
- (2) 3 points for Yes indicating 2 such instances
- (3) 0 points for Yes or if more than 2 such instances

xii) Question 9.5.1

- (1) No = 5 points
- (2) Yes = subtract 5 points

xiii) Question 9.5.2

- (1) No = 5 points
- (2) Yes = subtract 5 points

xiv) Question 9.5.3

- (1) No = 5 points
- (2) Yes = subtract 5 points

xv) Question 10.2

- (1) 5 points if the rate is no more than one percent
- (2) 3 points if the rate was no higher than 1.10 percent
- (3) 0 points for any other answer

xvi) Question 10.4

- (1) No = 5 points
- (2) Yes = 0 points

xvii) Question 11.1

- (1) If the Contractor's average gross revenue for the last three (3) years was less than \$50 million, scoring is as follows:
 - (a) 5 points for either No or a Yes response indicating 1 such instance
 - (b) 3 points for Yes indicating 2 such instances
 - (c) 0 points for Yes if more than 2 such instances
- (2) If the Contractor's average gross revenue for the last three (3) years was more than \$50 million, scoring is as follows:
 - (a) 5 points for either No or Yes response indicating 1, 2, or 3 such instances
 - (b) 3 points for Yes indicating either 4 or 5 such instances
 - (c) 0 points for Yes if more than 5 such instances

xviii) Question 11.2

- (1) If the Contractor's average gross revenue for the last three (3) years was less than \$50 million, scoring is as follows:
 - (a) 5 points for either No or a Yes response indicating 1 such instance
 - (b) 3 points for Yes indicating 2 such instances
 - (c) 0 points for Yes if more than 2 such instances
- (2) If the Contractor's average gross revenue for the last three (3) years was more than \$50 million, scoring is as follows:
 - (a) 5 points for either No or Yes response indicating 1, 2, or 3 such instances
 - (b) 3 points for Yes indicating either 4 or 5 such instances
 - (c) 0 points for Yes if more than 5 such instances

xix) Question 11.3

- (1) If the Contractor's average gross revenue for the last three (3) years was less than \$50 million, scoring is as follows:
 - (a) 5 points for either No or a Yes response indicating 1 such instance
 - (b) 3 points for Yes indicating 2 such instances
 - (c) 0 points for Yes if more than 2 such instances
- (2) If the Contractor's average gross revenue for the last three (3) years was more than \$50 million, scoring is as follows:
 - (a) 5 points for either No or Yes response indicating 1, 2, or 3 such instances
 - (b) 3 points for Yes indicating either 4 or 5 such instances
 - (c) 0 points for Yes if more than 5 such instances

xx) Question 11.4

- (1) 3 points for an answer of once each week or more often
- (2) 0 points for any other answer

xxi) Question 11.5

- (1) 5 points for three-year average EMR of .95 or less
- (2) 3 points for three-year average of EMR of more than .95 but no more than 1.00
- (3) 0 points for any other EMR

xxii) Question 11.6

- (1) 5 points for either No or Yes indicating 1 such instance
- (2) 0 points for any other answer

xxiii) Question 12.1

- (1) If the Contractor's average gross revenue for the last three (3) years was less than \$50 million, scoring is as follows:
 - (a) 5 points for either No or a Yes response indicating 1 or 2 such instances
 - (b) 3 points for Yes indicating 3 such instances
 - (c) 0 points for Yes if more than 3 such instances
- (2) If the Contractor's average gross revenue for the last three (3) years was more than \$50 million, scoring is as follows:
 - (a) 5 points for either No or Yes response indicating no more than 4 such instances
 - (b) 3 points for Yes indicating either 5 or 6 such instances
 - (c) 0 points for Yes if more than 6 such instances

xxiv) Question 12.2

- (1) If the Contractor's average gross revenue for the last three (3) years was less than \$50 million, scoring is as follows:
 - (a) 5 points for either No or a Yes response indicating 1 or 2 such instances
 - (b) 3 points for Yes indicating 3 such instances
 - (c) 0 points for Yes if more than 3 such instances
- (2) If the Contractor's average gross revenue for the last three (3) years was more than \$50 million, scoring is as follows:
 - (a) 5 points for either No or Yes response indicating no more than 4 such instances
 - (b) 3 points for Yes indicating either 5 or 6 such instances
 - (c) 0 points for Yes if more than 6 such instances

xxv) Question 12.3

- (1) If the Contractor's average gross revenue for the last three (3) years was less than \$50 million, scoring is as follows:
 - (a) 5 points for either No or a Yes response indicating 1 or 2 such instances
 - (b) 3 points for Yes indicating 3 such instances
 - (c) 0 points for Yes if more than 3 such instances
- (2) If the Contractor's average gross revenue for the last three (3) years was more than \$50 million, scoring is as follows:
 - (a) 5 points for either No or Yes response indicating no more than 4 such instances
 - (b) 3 points for Yes indicating either 5 or 6 such instances

(c) 0 points for Yes if more than 6 such instances

APPENDIX B – MINIMUM INSURANCE REQUIREMENTS

1. WORKERS' COMPENSATION INSURANCE

The Contractor shall Provide, during the life of this Contract, workers' compensation insurance for all of the employees engaged in Work under this Contract, on or at the Project site, and, in case any of sublet Work, the Contractor shall require each subcontractor similarly to provide workers' compensation insurance for all the latter's employees as prescribed by State law. Any class of employee or employees not covered by a subcontractor's insurance shall be covered by the Contractor's insurance. In case any class of employees engaged in work under this Contract, on or at the Project site, is not protected under the Workers' Compensation Statutes, the Contractor shall provide or shall cause a subcontractor to provide, adequate insurance coverage for the protection of such employees not otherwise protected. The Contractor is required to secure payment of compensation to its employees in accordance with the provisions of Section 3700 of the Labor Code. The Contractor shall file with District certificates of its insurance protecting workers. Company or companies providing insurance coverage shall be acceptable to District, if in the form and coverage as set forth in the Contract Documents.

Contractor shall assume the immediate defense of and indemnify and save harmless the District, and its officers, and employees, agents and consultants from all claims, loss, damage, injury, and liability of every kind, nature, and description brought by any person employed or used by Contractor, or any subcontractor, to perform Work under this contract regardless of responsibility or negligence.

2. EMPLOYER'S LIABILITY INSURANCE

Contractor shall provide during the life of this Contract, Employer's Liability Insurance, including Occupational Disease, in the amount of, at least, one million dollars (\$1,000,000.00) per person per accident. Contractor shall provide District with a certificate of Employer's Liability Insurance. Such insurance shall comply with the provisions of the Contract Documents. The policy shall be endorsed, if applicable, to provide a Borrowed Servant/Alternate Employer Endorsement and contain a Waiver of Subrogation in favor of District.

3. COMMERCIAL GENERAL LIABILITY INSURANCE

a. Contractor shall procure and maintain during the life of this Contract and for such other period as may be required herein, at its sole expense, Commercial General Liability insurance coverage at least as broad as the most current ISO Commercial General Liability Coverage (Occurrence Form CG 00 01), including but not limited to, all bodily injury, including death, property damage, personal injury, owned and non-owned equipment, blanket contractual liability, products/completed operations liability, explosion, collapse, under-ground excavation, removal of lateral support, and other covered loss, premises liability, and personal and advertising injury – which may arise from or out of Contractor's operations, use, and management of the Project site, or the performance of its obligations hereunder. The policy shall not contain any exclusion contrary to this Contract including but not limited to endorsements or provisions limiting coverage for (1) contractual liability (including but not limited to ISO CG 24 26 or 21 39); or cross liability for claims or suits against one insured against another. Policy limits shall not be less than \$5,000,000 per occurrence or the full per occurrence limits of the policies

available, whichever is greater for bodily injury, personal injury and property damage. If Commercial General Liability Insurance or other form with a general aggregate limit or products-completed operations aggregate limit is used, either the general aggregate limit shall apply separately to this project/location (with the ISO CG 2503, or ISO CG 2504, or insurer's equivalent endorsement provided to the District) or the general aggregate limit shall be twice the required occurrence limit.

b. Such policy shall comply with all the requirements of this Article. The limits set forth herein shall apply separately to each insured against whom claims are made or suits are brought, except with respect to the limits of liability. Further the limits set forth herein shall not be construed to relieve the Contractor from liability in excess of such coverage, nor shall it limit Contractor's indemnification obligations to District, and shall not preclude District from taking such other actions available to District under other provisions of the Contract Documents or law.

c. Contractor shall make certain that any and all subcontractors hired by Contractor are insured in accordance with this Contract. If any subcontractor's coverage does not comply with the foregoing provisions, Contractor shall indemnify and hold District harmless from any damage, loss, cost, or expense, including attorneys' fees, incurred by District as a result thereof.

d. All general liability policies provided pursuant to the provisions of this Article shall comply with the provisions of the Contract Documents including the requirements of ARTICLE 41 below.

e. All general liability policies shall be written to apply to all bodily injury, including death, property damage, personal injury, owned and non-owned equipment, blanket contractual liability, completed operations liability, explosion, collapse, under-ground excavation, removal of lateral support, premises liability, and personal and advertising injury, and other covered loss, however occasioned, occurring during the policy term, and shall specifically insure the performance by Contractor of that part of the indemnification contained in these General Conditions, relating to liability for injury to or death of persons and damage to property. If the coverage contains one or more aggregate limits, a minimum of 50% of any such aggregate limit must remain available at all times; if over 50% of any aggregate limit has been paid or reserved, District may require additional coverage to be purchased by Contractor to restore the required limits. Contractor may combine primary, umbrella, and as broad as possible excess liability coverage to achieve the total limits indicated above. Any umbrella or excess liability policy shall include the additional insured endorsement described in the Contract Documents. Additionally, all policies of general liability insurance shall permit and Contractor does hereby waive any right of subrogation which any insurer of Contractor may acquire from Contractor by virtue of the payment of any loss.

4. AUTOMOBILE LIABILITY INSURANCE

Contractor shall take out and maintain at all times during the term of this Contract Automobile Liability Insurance at least as broad as ISO CA 00 01 (covering Symbol 1—Any Auto) in the amount of, at least, one million dollars (\$1,000,000) per accident. Such insurance shall provide coverage for bodily injury and property damage including coverage with respect to the ownership, operation, maintenance, use, loading or unloading of any auto owned, non-owned, leased, hired or borrowed by Contractor or for which Contractor is responsible, in a form and with insurance companies acceptable to District. All policies of automobile insurance shall permit and Contractor does hereby waive any right of subrogation

which any insurer of Contractor may acquire from Contractor by virtue of the payment of any loss. Such insurance shall comply with the provisions of ARTICLE 41 below.

5. BUILDER'S RISK ["ALL RISK"]

a. It is the Contractor's responsibility to maintain or cause to be maintained Builder's Risk ["All Risk"] extended coverage insurance covering risks of direct physical loss, damage or destruction to all work, material, equipment, appliances, tools, and structures which are a part of the Contract and subject to loss or damage by fire, and extended coverage, theft, vandalism and malicious mischief, and collapse in an amount to cover 100% of the replacement cost. . The making of progress payments to the Contractor shall not be construed as creating an insurable interest by or for the District or be construed as relieving the Contractor or its subcontractors of responsibility for loss from any direct physical loss, damage or destruction occurring prior to final acceptance of The Work by the District. The Contractor is required to file with District a certificate evidencing fire insurance coverage.

b. Provide insurance coverage on completed value form, all-risk or special causes of loss coverage.

- 1) Insurance policies shall be so conditioned as to cover the performance of any extra work performed under the Contract.
- 2) Coverage shall include all materials stored on site and in transit.
- 3) Coverage shall include Contractor's tools and equipment.
- 4) Insurance shall include boiler, machinery and material hoist coverage.
- 5) Such insurance shall comply with the provisions of the Contract Documents.

6. FORM AND PROOF OF CARRIAGE OF INSURANCE

a. Any insurance carrier providing insurance coverage required by the Contract Documents shall be admitted to and authorized to do business in the State of California unless waived, in writing, by District's Risk Manager. Carrier(s) shall have an A.M. Best rating of not less than an A-VII. Insurance deductibles or self-insured retentions must be declared by the Contractor, and such deductibles and retentions shall have the prior written consent from District. At the election of District the Contractor shall either 1) reduce or eliminate such deductibles or self-insured retentions, or 2) procure a bond which guarantees payment of losses and related investigations, claims administration, and defense costs and expenses. If umbrella or excess liability coverage is used to meet any required limit(s) specified herein, the Contractor shall provide a "follow form" endorsement satisfactory to the District indicating that such coverage is subject to the same terms and conditions as the underlying liability policy.

b. Each insurance policy required by this Contract shall be endorsed to state that: (1) coverage shall not be suspended, voided, reduced or cancelled except after thirty (30) days prior written notice by certified mail, return receipt requested, has been given to the District; and (2) any failure to comply with reporting or other provisions of the policies, including breaches of warranties, shall not affect coverage provided to the District its directors, officials, officers, employees, agents,

representatives and authorized volunteers.

c. The District, its directors, officers, employees, agents, representatives and authorized volunteers are to be given insured status (via ISO endorsement at least as broad as CG 2010 1185 or both CG 20 37 and CG 20 38 04 13 forms (if later revisions used) or endorsements providing the exact same coverage) on the Contractor's Builder's Risk ["All Risk"] policy and on all Contractor's policies of Commercial General Liability and Automobile Liability insurance, and on Contractor's subcontractors' policies of Commercial General Liability insurance (via ISO CG form 20 38 (or endorsements providing the exact same coverage). The coverage shall contain no special limitations on the scope of protection afforded to the District, its directors, officers, employees, agents, representatives and/or authorized volunteers. Notwithstanding the minimum limits set forth in this Contract for any type of insurance coverage, all available insurance proceeds in excess of the specified minimum limits of coverage shall be available to the parties required to be named as Additional Insureds hereunder. Contractor and its insurance carriers shall provide a Waiver of Subrogation in favor of those parties.

d. Contractor shall cause its insurance carrier(s) to furnish District with either 1) a properly executed original Certificate(s) of Insurance and certified original copies of Endorsements effecting coverage as required herein, or 2) if requested to do so in writing by District's Risk Manager, provide original Certified copies of policies including all Endorsements and all attachments thereto, showing such insurance is in full force and effect, In the event of a material modification or cancellation of coverage, District may terminate or Stop Work pursuant to the Contract Documents, unless District receives, prior to such effective date, another properly executed original Certificate of Insurance and original copies of endorsements or certified original policies, including all endorsements and attachments thereto evidencing coverages set forth herein and the insurance required herein is in full force and effect. Contractor shall not take possession, or use the Project site, or commence operations under this Agreement until District has been furnished original Certificate(s) of Insurance and certified original copies of Endorsements or policies of insurance including all Endorsements and any and all other attachments as required in this Section. The original Endorsements for each policy and the Certificate of Insurance shall be signed by an individual authorized by the insurance carrier to do so on its behalf.

e. It is understood and agreed to by the parties hereto and the insurance company(s), that the Certificate(s) of Insurance and policies and endorsements shall so covenant and shall be construed as primary, and District's insurance and/or deductibles and/or self-insured retentions or self-insured programs shall not be construed as contributory (as broad as ISO endorsement CG 20 01). Additionally, it is understood and agreed to by the parties hereto and the insurance company(s) that 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.

f. District reserves the right to adjust the monetary limits of insurance coverages during the term of this Contract including any extension thereof, if in District's reasonable judgment, the amount or type of insurance carried by the Contractor becomes inadequate.

g. Contractor shall pass down the insurance obligations contained herein to all tiers of sub-contractors working under this Contract.

APPENDIX C – EXCERPTS FROM CWSRF PROJECT FUNDING GUIDELINES RELATED TO DISADVANTAGE BUSINESS ENTERPRISE PARTICIPATION

DBE REQUIREMENTS

The Disadvantaged Business Enterprise (DBE) Program is an outreach, education, and objectives program designed to increase the participation of DBEs in the Clean Water State Revolving Fund (CWSRF) and Drinking Water State Revolving Fund (DWSRF) Programs.

How to Achieve the Purpose of the Program

Recipients of CWSRF/DWSRF financing that are subject to the DBE requirements (recipients) are required to seek, and are encouraged to use, DBEs for their procurement needs. Recipients should award a "fair share" of sub-agreements to DBEs. This applies to all sub-agreements for equipment, supplies, construction, and services.

The key functional components of the DBE Program are as follows:

- Fair Share Objectives
- DBE Certification
- Six Good Faith Efforts
- Contract Administration Requirements
- DBE Reporting

Disadvantaged Business Enterprises are:

- Entities owned and/or controlled by socially and economically disadvantaged individuals as described by Title X of the Clean Air Act Amendments of 1990 (42 U.S.C. 7601 note) (10% statute), and Public Law 102-389 (42 U.S.C. 4370d) (8% statute), respectively;
- Minority Business Enterprise (MBE) – entities that are at least 51% owned and/or controlled by a socially and economically disadvantaged individual as described by Title X of the Clean Air Act Amendments of 1990 (42 U.S.C. 7601 note), and Public Law 102-389 (42 U.S.C. 4370d), respectively;
- Women Business Enterprise (WBE) – entities that are at least 51% owned and/or controlled by women;
- Small Business Enterprise (SBE);
- Small Business in a Rural Area (SBRA);
- Labor Surplus Area Firm (LSAF); or
- Historically Underutilized Business (HUB) Zone Small Business Concern or a concern under a successor program.

Certifying DBE firms:

Under the DBE Program, entities can no longer self-certify and contractors and sub-contractors must be certified at bid opening. Contractors and sub-contractors must provide to the CASRF recipient proof of DBE certification. Certifications will be accepted from the following:

- The U.S. Environmental Protection Agency (USEPA)
- The Small Business Administration(SBA)
- The Department of Transportation's State implemented DBE Certification Program (with U.S. citizenship)
- Tribal, State and Local governments
- Independent private organization certifications

If an entity holds one of these certifications, it is considered acceptable for establishing status under the DBE Program.

Six Good Faith Efforts (GFE)

All CWSRF/DWSRF financing recipients are required to complete and ensure that the prime contractor complies with the GFE below to ensure that DBEs have the opportunity to compete for financial assistance dollars.

1. Ensure DBEs are made aware of contracting opportunities to the fullest extent practical through outreach and recruitment activities. For Tribal, State and Local Government Recipients, this will include placing DBEs on solicitation lists and soliciting them whenever they are potential sources.
2. Make information on forthcoming opportunities available to DBEs. Posting solicitations for bids or proposals for a minimum of 30 calendar days in a local newspaper, before the bid opening date.
3. Consider in the contracting process whether firms competing for large contracts could subcontract with DBEs.
4. Encourage contracting with a group of DBEs when a contract is too large for one firm to handle individually.
5. Use the services of the SBA and/or Minority Business Development Agency (MBDA) of the US Department of Commerce.
6. If the prime contractor awards subcontracts, require the prime contractor to take the above steps.

ADMINISTRATION REQUIREMENTS

- A recipient of CWSRF/DWSRF financing must require entities receiving funds to create and maintain a Bidders List if the recipient of the financing agreement is subject to, or chooses to follow, competitive bidding requirements.
- The Bidders list must include all firms that bid or quote on prime contracts, or bid or quote on subcontracts, including both DBEs and non-DBEs.
- Information retained on the Bidder's List must include the following:
 1. Entity's name with point of contact;
 2. Entity's mailing address and telephone number;
 3. The project description on which the entity bid or quoted and when;
 4. Amount of bid/quote; and
 5. Entity's status as a DBE or non-DBE.
- The Bidders List must be kept until the recipient is no longer receiving funding under the agreement.
- The recipient shall include Bidders List as part of the Final Budget Approval Form.
- A recipient must require its prime contractor to pay its subcontractor for satisfactory performance no more than 30 days from the prime contractor's receipt of payment from the Recipient.
- A recipient must be notified in writing by its prime contractor prior to any termination of a DBE subcontractor by the prime contractor.
- If a DBE subcontractor fails to complete work under the subcontract for any reason, the recipient must require the prime contractor to employ the six GFEs if soliciting a replacement subcontractor.
- A recipient must require its prime contractor to employ the six GFEs even if the prime contractor has achieved its fair share objectives.

Reporting Requirements

For the duration of the construction contract(s), the recipient is required to submit to the State Water Resources Control Board DBE reports annually by October 10 of each fiscal year on the attached Utilization Report form (UR-334). Failure to provide this information as stipulated in the financial agreement language may be cause for withholding disbursements.