### Request for Statement of Qualifications from Interested General Contractors and Electrical Subcontractors

# Sweet Home Mahler WRF Improvements Project

PREPARED FOR

City of Sweet Home



PREPARED BY



# Sweet Home Mahler WRF Improvements Project

**Prepared for** 

### **City of Sweet Home**

Project No. 936-50-21-09



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#### **LIST OF ATTACHMENTS**

Attachment A. Insurance and Bonding Requirements

Attachment B. Drawings

Attachment C. Evaluation Criteria



### NOTICE TO GENERAL CONTRACTORS AND ELECTRICAL SUBCONTRACTORS REQUESTING STATEMENTS OF PRE-QUALIFICATIONS

Notice is hereby given that the CITY OF SWEET HOME, OR ("Owner") has determined that all General Contractors bidding on the City of Sweet Home's Mahler Water Reclamation Facility (WRF) Improvements Project ("Project") must be pre-qualified prior to submitting a bid on the Project. It is mandatory that all General Contractors and Electrical Subcontractors who intend to submit a Bid for this project ("Prospective Bidders"), fully complete the Statements of Pre-Qualifications (SOPQ) package, provide all materials requested herein, and be pre-qualified by the Owner to be on the final qualified Bidder's list. The final list will be stated in the project Bid Documents. The list of pre-qualified General Contractor's and Electrical Subcontractors shall be used for bidding all project phases.

**Statements of Pre-Qualifications.** Prospective Bidders interested in submitting bids on the Work must be pre-qualified by submitting a Statement of Pre-Qualifications (SOPQ) package in the form provided by the Owner. The SOPQ package must be delivered to and received by City of Sweet Home on July 27, 2022 no later than 2:00 pm local time at the following address:

Sweet Home Public Works 1400 24<sup>th</sup> Ave Sweet Home, OR 97386

The City of Sweet Home assumes no responsibility for delayed or undelivered mail or express packages. SOPQ Packages which are not received by the above specified time and date will not be considered. Faxed or emailed SOPQ Packages will be rejected as non-responsive.

The SOPQ package is specific to the Project and is not a qualification for performing other Owner projects or Owner projects in general. Owner will notify Prospective Bidders within 21 calendar days of the date of receipt of a responsive SOPQ package if the Prospective Bidder meets the Owner prequalification standards.

**SOPQ Format.** Proposers shall provide two (2) hard copies and one (1) digital copy in .PDF format on a USB storage drive of the proposal in a sealed envelope clearly marked: "Confidential: City of Sweet Home Mahler Water Reclamation Facility Improvements Project SOPQ".

If your proposal contains proprietary information protected under the subsection titled "SOPQ Package Submittal Review" of this RFP, please provide an additional redacted digital copy on the USB storage drive.

**Mandatory Pre-Submittal Meeting**: Owner will host a mandatory Pre-Submittal Meeting on Tuesday, June 28, 2022 at 10 AM (Pacific Time) at the following location:

Mahler Water Reclamation Facility 1357 Pleasant Valley Rd. Sweet Home, OR 97386

All General Contractors and Electrical Subcontractors interested in submitting SOPQ packages and bidding any project phase are required to attend the mandatory Pre-Submittal Meeting and be listed on the Attendance List published by the Owner following the mandatory Pre-Submittal Meeting.



**Proposer Questions:** Questions regarding the project should be addressed in writing to the City of Sweet Home's Public Works Director prior to twelve (12) calendar days of the submittal date for the SOQP as detailed in the subsequent section of this document titled: "Instructions for Preparation and Submittal of SOPQ Packages — Questions and Answers".

**Description of the Work:** The Owner anticipates, subject to change at the Owner's sole discretion, that the Project shall consist of constructing major improvements to the City of Sweet Home's Mahler WRF. The project includes, but is not limited to, the following elements:

- Liquid Stream Upgrades: influent pump station, recycle drain pump station (RDPS),
  headworks, primary influent control structure (PICS), primary clarifiers, primary scum and
  sludge pumping, primary effluent control structure (PECS), existing aeration basin
  rehabilitation and expansion, third aeration basin, mixed liquor control structure (MLCS), 90'
  secondary clarifier with submersible RAS/WAS pump stations (SC90), submersible RAS/WAS
  pump stations for the existing 60-foot secondary clarifier, tertiary filtration, UV disinfection,
  utility water upgrades, Parshall flume for effluent flow metering, and associated electrical
  upgrades appurtenances and buildings.
- Solids Stream Upgrades: solids blend tank, solids thickening, solids feed pump station, primary anaerobic digester, digester mixing and heating systems, digested sludge storage tank, digested sludge transfer pump station, solids dewatering, dewatered cake storage and associated appurtenances and buildings.
- Electrical, Instrumentation and Controls Upgrades: new electrical service and switchgear, motor control centers (MCCs), standby generator and automatic transfer switch, plant control panel, security and access systems and associated appurtenances and buildings.
   Some electrical and controls equipment may be provided as Owner-supplied equipment. Owner's Integrator-of-Record will supply control panels and provide SCADA programming for the project. A new lumber-framed building will house the electrical switchgear, MCCs and control panels as well as new aeration blowers.
- Plant Control and Maintenance Building: a pre-engineered metal building (PEMB) with water quality laboratory, staff locker rooms, offices and multi-use areas, IT/OT room, archive storage, mechanical maintenance bay and associated appurtenances.
- **WWTP Outfall:** upsizing the existing outfall and construction of a new river outfall diffuser may be required either as part of the project or a separate phase of construction.

The improvements will be completed in multiple phases, as follows:

**Phase 1:** Influent pump station, Main Electrical and Blower Building, site demolition, site grading, retaining walls and yard piping. New electrical service and switchgear, new standby generator with automatic transfer switch, temporary standby generatorand other associated electrical upgrades.

Phase 2: all other WWTP upgrades

Phase 3: new WWTP outfall (if required)

The Phase 1 60% drawings for the Project are provided with this Request for SOPQ as Attachment B.

Current Engineer's Opinion of Probable Total Construction Cost (OPCC): \$40 - 50 million.



**Project Schedule**: The anticipated project schedule is summarized below:

Project Milestone	Anticipated Date
Owner Issues Request for SOPQ	June 15, 2022
Mandatory Pre-Submittal Meeting	June 28, 2022
Last Date for Submittal of Questions	July 14, 2022
Deadline to submit SOPQ Packages	2:00 pm, July 28, 2022
Owner Notifies Prospective Bidder if the Prospective Bidder meets the Owner pre-qualification standards.	August 18, 2022
Owner Advertises WWTP Phase 1 for Bids	TBD
Bid Opening	TBD
Contract Notice to Proceed	TBD
Phase 1 Final Completion	TBD
WWTP Phase 2	TBD
WWTP Phase 3	TBD

**Obtaining SOPQ Packages:** Prospective Bidders may obtain one (1) PDF electronic copy via email of the SOPQ package at no cost by contacting:

Brooke Barry West Yost 5 Centerpointe Drive, Suite 130 Lake Oswego, OR 97035 Ph: 541.591.8405

E-mail: <a href="mailto:bbarry@westyost.com">bbarry@westyost.com</a>

Copy to:

Mr. Greg Springman Public Works Director Public Works Department City of Sweet Home 1400 24th Avenue Sweet Home, OR 97386

Ph: 541.367.6359

E-mail: gspringman@sweethomeor.gov

Please request delivery receipt confirmation for all E-mails sent and provide complete company contact information, including contact person, phone, fax and email with request for the SOPQ Package.

The Owner has determined that General Contractors and Electrical Subcontractors bidding on the Project must possess a valid State of Oregon Construction Contractors Board (CCB) license and possess other qualifications as set forth in this SOPQ.



The Prospective Bidder shall provide only complete and accurate information in their SOPQ Package. The Prospective Bidder acknowledges that the Owner is relying on the truth and accuracy of the responses contained herein. Each SOPQ questionnaire 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 Prospective Bidder on whose behalf that person is signing. If any information provided by a Prospective Bidder becomes inaccurate, the Prospective Bidder must immediately notify the Owner and provide updated accurate information in writing, under penalty of perjury. Should a Prospective Bidder omit or falsify requested information, the Owner may designate the Prospective Bidder as not pre-qualified.

The Owner 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 Owner reserves the right to cancel this Notice or to reject any and all responses and SOPQ Packages, in its sole discretion.

The Owner shall not be liable for any costs incurred by General Contractors and Electrical Subcontractors in the preparation and submittal of responses to this Request for Qualifications. The Prospective Bidder accepts all risks and cost associated with the completion of the SOPQ Package without any financial guarantee by the Owner.

Signature	
Greg Springman	
Printed Name	
Public Works Director	
Title	
Date	
***END OF NOTICE***	

**CITY OF SWEET HOME** 



#### INSTRUCTIONS FOR PREPARATION AND SUBMISSION OF SOPQ PACKAGES

#### **Questions and Comments**

Any questions, comments or objections to the pre-qualification materials, or explanation desired by a Prospective Bidder regarding the meaning or interpretation of the Pre-Qualification Package and related materials shall be made in writing and delivered by U.S. Mail, Facsimile or E-mail (with E-mail delivery receipt request) by July 14, 2022 to:

Mr. Greg Springman
Public Works Director
City of Sweet Home Public Works Department
City of Sweet Home
1400 24th Avenue
Sweet Home, OR 97386

Ph: 541.367.6359

E-mail: gspringman@sweethomeor.gov

Copy to:

Preston Van Meter, P.E. West Yost 5 Centerpointe Drive, Suite 130 Lake Oswego, OR 97035

Ph: 503.451.4500

E-mail: pvanmeter@westyost.com

It is the Prospective Bidder's sole responsibility to ensure that the e-mail question is received by the Owner in a timely manner. Upon receipt of an e-mail question, the Owner shall provide acknowledgement of receipt within 2 business days. If the Prospective Bidder does not receive an acknowledgement of receipt of an e-mail question from the Owner within the above referenced timeframe, the Prospective Bidder shall assume the e-mail transmission was not received by the Owner, and shall be responsible for resubmitting the same in a timely manner, and if necessary, by an alternate allowable method of transmission allowing for confirmation of receipt (e.g., facsimile).

Any information provided to any Prospective Bidder concerning a solicitation will be furnished to all Prospective Bidders who requested a Pre-Qualification Package. By submitting a completed SOPQ Package, the Prospective Bidder waives any and all objections to its form and content

#### **Preparation of Submittal**

The SOPQ Package submittal shall consist of two (2) hard copies and one (1) digital copy in .PDF format on a USB storage drive.

Each copy of a SOPQ Package submittal shall be assembled in separate binders (3-ring, spiral, or comb binding) with a Title Page, Table of Contents, and Section Dividers. The submittal information shall be presented in the same order requested in the SOPQ package **beginning with page 1 of Instructions for Preparation and Submission of SOPQ Packages**. A single copy of a reviewed and audited company financial statement shall also be provided in a sealed envelope with the SOPQ package and in digital .PDF



format on USB. All pages shall be punched and printing shall be arranged so that punching does not obliterate any data.

If your SOPQ Package contains proprietary information protected under the subsection titled "SOPQ Package Submittal Review" of this RFP, then provide an additional redacted digital copy on the USB storage drive.

It is mandatory that all Prospective Bidders who desire to submit a bid, fully complete the SOPQ questionnaire, provide all materials requested herein, and be approved by Owner to be on the final qualified Bidders list. No bid will be accepted from a Bidder that has failed to comply with these requirements. If two or more business entities submit a bid as part of a Joint Venture or expect to submit a Bid as part of a Joint Venture, each entity within the Joint Venture must be separately qualified through this process, with the exception that only one Joint Venture Partner must complete the Project Manager requirements under Part III of the SOPQ questionnaire.

#### **Exclusion of Cost Quotations**

The SOPQ Package Submittal is a request for information, not a cost proposal. Contractors are advised that a formal or informal cost quotation for the project <u>is not requested</u> by the Owner and should not be included with the Submittal. Any such information furnished will not be considered.

#### Withdrawal of Submittal

A SOPQ Package submittal may be withdrawn by a Prospective Bidders, at any time prior to the Owner's determining the final list of qualified Bidders, by written request to:

Mr. Greg Springman
Public Works Director
City of Sweet Home Public Works Department
1400 24<sup>th</sup> Avenue
Sweet Home, OR 97386
Ph: (541) 367-6359

E-mail: gspringman@sweethomeor.gov

Copy to:

Preston Van Meter, P.E. West Yost 5 Centerpointe Drive, Suite 130 Lake Oswego, OR 97035

Ph: 503.451.4500

E-mail: pvanmeter@westyost.com



#### **SOPQ Package Submittal Review**

The answers to questions contained in the attached SOPQ 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 and will be used by the Owner to rate Prospective Bidders with respect to their qualifications to bid on the Project. Owner reserves the right to check other sources available and to interview the Proposed Bidder and designated Project Manager for the Project. Owner's decision will be based on objective evaluation criteria. Refer to Attachment 3 for scoring instructions.

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

While it is the intent of the SOPQ questionnaire and documents required therewith to assist the Owner in determining contractor responsibility prior to bid, neither the fact of pre-qualification, nor any pre-qualification rating, will preclude the Owner 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.

All SOPQ packages submitted are the property of the City of Sweet Home, thus subject to disclosure pursuant to the public records law, as qualified by ORS 279C.107. Accordingly, SOPQ packages received and opened shall not be available for public inspection until <u>after City</u> has published the determination of qualified Bidders. Thereafter, except for information marked "Proprietary", all documents received by City shall be available for public disclosure.

If your SOPQ package contains proprietary information protected under this section, then provide an additional redacted digital copy on the USB storage device. The City will attempt to maintain the confidentiality of materials marked "Proprietary" to the extent permitted under the Oregon Public Records law. Marking all, or substantially all, of your SOPQ Package as "Proprietary" is not permitted and may be grounds for the City considering your SOPQ Package nonresponsive, at the City's sole discretion. Informational items on municipal reference projects shall be considered public record and shall not be considered proprietary data.

The Prospective Bidder shall provide only complete and accurate information in their SOPQ packages. The Prospective Bidder acknowledges that the Owner is relying on the truth and accuracy of the responses contained herein. Each SOPQ questionnaire 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 Prospective Bidder on whose behalf that person is signing. If any information provided by a Prospective Bidder becomes inaccurate, the Prospective Bidder must immediately notify the Owner and provide updated accurate information in writing, under penalty of perjury. Should a Prospective Bidder omit or falsify requested information, the Owner may designate the Prospective Bidder as not pre-qualified.

The Owner 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 Owner reserves the right to cancel this Notice or to reject any and all responses and SOPQ Packages, if it determines in its sole discretion, that such cancellation or rejection is in the best interest of the Owner.



Prospective Bidders may submit SOPQ packages during regular Owner working hours (8:00 am – 4:30 pm Monday-Friday, excluding holidays) on any day before **July 27, 2022 at 2:00 pm local time**. Prospective Bidders who submit a complete pre- qualification package will be notified in writing within 21 calendar days of the date of receipt of a responsive SOPQ package if the Prospective Bidder meets the Owner pre- qualification standards.

The Owner must receive all SOPQ submittals and materials requested herein by the date and time stated in this Notice. SOPQ submittals received after that time will be returned unopened, and the Contractor will not be eligible to participate in bidding for the contract to construct the Project. Incomplete or unsigned SOPQ submittals will be returned without review and the Prospective Bidder will not be eligible to participate in bidding for the contract to construct the Project.

If the Prospective Bidder 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. This requirement applies to Joint Ventures, which shall submit information on each of the Joint Venture entities for the specified time period for which information is requested.

The Owner will evaluate all complete SOPQ submittals on a Pass/Fail basis as well as a points-based rating system. In order to pre-qualify for this Project, Prospective Bidder must obtain a "Pass" rating on all of the criteria set forth in Part I and meet the minimum rating requirements of the Owner for Parts II through IV. Those Prospective Bidders who do not obtain a "Pass" rating for all of the criteria in Part I will not be pre-qualified to participate in bidding for the contract to construct the Project regardless of the scores obtained in Parts II through IV.

The contract for construction of the Project may be awarded, if at all, to the responsible, pre- qualified bidder, submitting the lowest responsive bid in accordance with ORS 279C.275(3). Neither issuing this Notice, nor any other activity related to the pre-qualification process, commits or obligates the Owner to award a contract for the Project, to pay costs incurred in the preparation of a SOPQ package submittal, or to procure or contract for any services. Owner retains the right to reject any and all SOPQ Package submittals, to contract work with whomever and in whatever manner Owner decides, or to abandon the Work entirely



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 the Owner.

Signature	
Signature	
Printed Name	
Title	
Date	
Date	

\*\*\*END OF INSTRUCTIONS TO PROSPECTIVE BIDDERS



### STATEMENT OF PRE-QUALIFICATION (SOPQ) QUESTIONNAIRE (GENERAL CONTRACTOR)

#### **Contact Information**

Company Name: (as it appears on Oregon CCB License)	☐ Corporation ☐Partnership ☐Sole Proprietor ☐ LLC
Submitting Pre-Qualification for:	☐ General Contractor ☐ Electrical Sub-Contractor
Corporate Tax Identification Number:	Contact Person:
Address:	Phone:
Email Address:	Fax:
If company is a sole proprietor or partnership:	Owners of Company:
Prospective Bidder's License Number(s)	



#### PART I. ESSENTIAL REQUIREMENTS FOR QUALIFICATION

An answer of "No" to any of the Questions 1 through 13 will be rated a "Fail" and the Prospective Bidder will be immediately disqualified. If the answer to question 12 is "No," and if debarment would be the sole reason for denial of pre-qualification, then any pre-qualification issued will exclude the debarment period.

1.	Prospective Bidder possesses a valid and current Oregon Contractor's license issued by the Oregon Construction Contractor's Board for the project or projects for which it intends to submit a bid.	□ Yes □ No
2.	Prospective Bidder will comply with and provide all insurance as defined in Attachment No. 2, Insurance and Bonding Requirements.	
	<b>Note:</b> Prospective Bidder shall provide as part of their SOPQ Package Submittal a notarized statement from the insurance carrier(s) or insurance broker Prospective Bidder will utilize on the Project certifying that the specified insurance requirements will be met. Please note that these are preliminary insurance requirements that are subject to change. The contractor will be required to provide insurance as provided for in the Project Bid Documents.	□ Yes □ No
3.	Prospective Bidder has current workers' compensation insurance policy as required in the State of Oregon.  Note: Projective Bidder is exempt from this requirement because it has no employees.	□ Yes □ No
4.	Prospective Bidder's Three-Year Average Experience Modification Rate (EMR) is less than or equal to 1.00 (100%) and Prospective Bidder has furnished a letter from its insurance carrier for verification of its three year average EMR. See Part II- Compliance-Item 7.	□ Yes □ No
5.	Have you attached your latest copy of a <u>reviewed</u> or <u>audited</u> financial statement with accompanying notes and supplemental information? Date of financial statement must be 2018 or later. If Prospective Bidder is a wholly owned subsidiary of another company, Prospective Bidder must also furnish a <u>reviewed</u> or <u>audited</u> financial statement of the parent company with accompanying notes and supplemental information.	□ Yes □ No
	<b>Note</b> : 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.	



7. In accordance with Part III, Prospective Bidder has provided a separate attached list of successful water or wastewater treatment plant projects which clearly demonstrates to the Owner that the Bidder has been actively and continuously engaged since January 1, 2012 until present as a Prime Contractor or Electrical Subcontractor in the construction of the following types of projects:  a. Municipal Wastewater Treatment Plants where the electrical, mechanical and instrumentation systems were part of the Contractor's contract.  b. Municipal Water 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.  Bidder also certifies that Bidder self-performed at least fifty percent (50%) of the Work for General Contractors and seventy-five (75%) of the Work for Electrical Subcontractors on each of the projects listed.  The Owner considers this level of past self- performance demonstrates a benefit to a Project in terms of better control of cost, schedule, and safety.  8. In accordance with Part III, Prospective Bidder has named a Project Manager and Construction Superintendent who will be assigned to this Project, one of which will be personally on-site full time, with each named individual having successfully completed at least three (3) related treatment plant projects where the individual named held the	ès	
mechanical and instrumentation systems were part of the Contractor's contract.  b. Municipal Water 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.  Bidder also certifies that Bidder self-performed at least fifty percent (50%) of the Work for General Contractors and seventy-five (75%) of the Work for Electrical Subcontractors on each of the projects listed.  The Owner considers this level of past self- performance demonstrates a benefit to a Project in terms of better control of cost, schedule, and safety.  8. In accordance with Part III, Prospective Bidder has named a Project Manager and Construction Superintendent who will be assigned to this Project, one of which will be personally on-site full time, with each named individual having successfully completed at least three (3) related treatment plant projects where the individual named held the		] No
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Manager and Construction Superintendent who will be assigned to this Project, one of which will be personally on-site full time, with each named individual having successfully completed at least three (3) related treatment plant projects where the individual named held the	es	l No
position for which they are being proposed. The demonstrated experience of the Project Manager and Construction Superintendent must have been within the last seven (7) years. For General Contractors, one of the listed projects must have a contract value of at least \$10 million. For Electrical Contractors, one of the listed projects must have a contract value of at least \$1 million.		] No



9.	Proposed Bidder agrees to perform with its own organization and with the assistance of workers under its immediate superintendence, work of a value not less than fifty percent (50%) of the Bidder's total bid. The value of work subcontracted shall be determined by summing all of the percentages identified in the Designation of Subcontractors list in the Contract Proposal Forms. If the sum of such percentages exceeds fifty percent (50%), the Owner may treat the bid as non-responsive and reject it on that basis.	☐ Yes	□ No
10.	Is it correct that your contractor's license has not been revoked at any time in the last five years?	☐ Yes	□ No
11.	Is it correct that no surety firm has completed a contract on your behalf, or paid for completion because your company was default terminated by the project owner within the last five (5) years?	☐ Yes	□ No
12.	Is it correct that at the time of submitting this pre-qualification form, your company is eligible to bid on or be awarded a public works contract, or perform as a subcontractor on a public works contract in Oregon?	☐ Yes	□ No
	If the answer is "No," state the beginning and ending dates of the period of debarment:		
13.	Is it correct that during the last five years, neither your company, 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

Prospective Bidders shall complete Part II and include with submittals.

Current Organizatio	n and Structure	of the Business	
For Companies That Ar	e Corporations:		
Date incorporated: Under the laws of what Si	tate:	Click or tap to enter	a date.
Is it a publicly traded corp	ooration?	☐ Yes ☐ No	
_		-	ner (a) an officer of the corporat er of at least ten per cent of
Name	Position	Years with Comp	any Percent of Ownership
Identify every constructio general partner, limited p			has been associated with (as owr st five years.
	ts stock, if the busin		f ten per cent or more of the busing  Dates of Person's Participation  with Company
or 10 percent or more of i	ts stock, if the busin	ness is a corporation.	Dates of Person's Participation
or 10 percent or more of i	ts stock, if the busin	ness is a corporation.	Dates of Person's Participation



#### For Companies That Are Partnerships:

Date of formation:	Click or tap to enter a date
Under the laws of what State:	

Provide all the following information for each partner who owns 10 percent or more of the company. If no partner owns at least 10 percent of the company, identify the three partners with the largest percentage ownership of the company.

Name	Position	Years with Company	Percent Ownership

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

**Note**: For this question, "owner" and "partner" refer to ownership of ten per cent or more of the business, or ten per cent or more of its stock, if the business is a corporation.

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



#### For Companies That Are Limited Liability Companies (LLC):

Date of formation:	Click or tap to enter a date
Under the laws of what State:	

Provide all the following information for each manager or member who owns 10 percent or more of the LLC. If no manager or member owns at least 10 percent of the LLC, identify the three managers and/or members with the largest percentage ownership of the LLC.

Name	Position	Years with Company	Percent Ownership
			_

Identify every construction company that any named manager or member has been associated with (as owner, general partner, member, manager, limited partner or officer) at any time during the last five years.

**Note**: For this question, "owner" and "member" and "manager" refer to ownership of ten per cent or more of the business.

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



#### For Companies That Are Sole Proprietorships:

Date of formation: Click or tap to enter a	a date.
--	---------

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

**Note**: For this question, "owner" and "partner" refer to ownership of ten per cent or more of the business, or ten per cent or more of its stock, if the business is a corporation.

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



#### For Companies That Intend to Make a Bid as Part of a Joint Venture:

Date of formation:	Click or tap to enter a date.

Provide all of the following information for each company that is a member of the joint venture that expects to bid on one or more projects:

Name of Company	Percent Ownership of Joint Venture



### **History of the Business and Organizational Performance**

1.	Has there been any change in ownership of the company at any time during the last three years?  Note: A corporation whose shares are publicly traded is not required to answer this question.  If "yes," explain on a separate signed page.	□ Yes □ No
2.	Is the company a subsidiary, parent, holding company or affiliate of another construction company?  Note: Include information about other companies if one company owns 50 per cent or more of another, or if an owner, partner, or officer of your	□ Yes □ No
	company holds a similar position in another company.  If "yes," explain on a separate signed page.	
3.	Are any corporate officers, partners or owners associated with any other construction companies?  Note: Include information about other companies if an owner, partner, or officer of your company holds a similar position in another company. If "yes," explain on a separate signed page.	□ Yes □ No
		2019:
4.	State your Company's gross revenue for each of the last three years:	2020:
		2021:
5.	How many years has your company been in business in Oregon as a contractor under your present business name and license number?	Years
6.	Is your company 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.	
1		4
7.	Was your company in bankruptcy at any time during the last five years? (This question refers only to a bankruptcy action that was not described in answer to question 6, above)  Note: Include information about other companies if one company owns 50 percent or more of another, or if an owner, partner, or officer of your company holds a similar position in another company.	□ Yes □ No



#### Licenses

1.	List all Oregon construction license numbers and expiration dates of your company:	
2.	If any of your company'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 Oregon Construction Contractors Board (CCB) records who meet(s) the experience and examination requirements for each license.	☐ Yes ☐ No
3.	Has your company changed names or license numbers in the past five years?	
	If "yes," explain on a separate signed page, including the reason for the chang	ge.
4.	Has any owner, partner or (for corporations:) officer of your company operated a construction company under any other name in the last five years?	☐ Yes ☐ No
	If "yes," explain on a separate signed page, including the reason for the change	
5.	Has any CCB license held by your company or its Responsible Managing Individual (RMI) or Responsible Managing Officer (RMO) been suspended within the last five years?	☐ Yes ☐ No
	If "yes," please explain on a separate signed page.	
Disp	utes	
1.	At any time in the last five years has your company been assessed and/or paid liquidated damages under a construction contract with either a public or private owner?	
	If yes, explain on a separate signed page, identifying all such projects by owner, owner's address, the date of completion of the project, dollar amount of liquidated damages assessed, the number of days of delay for which liquidated damages were assessed and all other information necessary to fully explain the assessment of liquidated damages.	☐ Yes ☐ No



2.	In the last five years has your company, or any company 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 company in which an owner, partner or officer of your company held a similar position, and which is listed in response to question 1c or 1d on this form.  If "yes," explain on a separate signed page. State whether the company involved was the company applying for pre-qualification here or another company. Identify by name of the company, the name of the person within your company who was associated with that company, the year of the event, the owner of the project, the project and the basis for the action.	□ Yes □ No
3.	In the last five years has your company 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?  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 company and the owner of a project. You need not include information about disputes between your company and a supplier, another contractor, or subcontractor. You need not include information about "pass-through" disputes in which the actual dispute is between a subcontractor and a project owner. Also, you may omit reference to all disputes about amounts of less than \$50,000.	□ Yes □ No
4.	In the past five years has any claim <u>against</u> your company concerning your company's work on a construction project been <u>the subject of litigation or arbitration?</u> If "yes," on separate signed pages 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 or forum in which the claim was filed and a brief description of the status of the claim (pending or, if resolved, a brief description of the resolution). If "yes", are there any current claims against your company that should you lose the claim(s), would adversely affect your financial position or your ability to meet your obligations if awarded the contract for this Project? If so, please explain.	□ Yes □ No



5.	In the past five years has your company made any claim against a project owner concerning your work on a project or payment for a contract and filed that claim in court or arbitration?  If "yes," on separate signed pages 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 or forum in which the claim was filed and a brief description of the status of the claim (pending, or if resolved, a brief description of the resolution). If "yes", are there any current claims against a project owner that should you lose the claim(s), would adversely affect your financial position or your ability to meet your obligations if awarded the contract for this Project? If so, please explain	□ Yes □ No
6.	At any time during the past five years, has any surety company made any payments on your company's behalf as a result of a default, to satisfy any claims made against a performance or payment bond issued on your company's behalf, in connection with a construction project, either public or private?  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.	□ Yes □ No
7.	In the last five years has any insurance carrier, for any form of insurance, refused to renew the insurance policy for your company?  If "yes," explain on a separate signed page. Name the insurance carrier, the form of insurance and the year of the refusal.	□ Yes □ No



#### **Criminal Matters and Related Civil Suits**

1. Has your company or any of its owners, officers or partners ever been found liable in a civil suit or arbitration or found guilty in a criminal action for making any false claim or material misrepresentation to any public agency or entity?	
If "yes," explain on a separate signed page, identify the proceeding which such a finding was made by providing the title of the proceeding, the court or forum in which the proceeding was pending the name of the person or persons involved, including the name the owners, officers or partners as to which the finding was made and the plaintiff, prosecutor or petitioner alleging the existence any false claim or material misrepresentation and a description the nature of the false claim or material misrepresentation at issue.	the
2. Has your company or any of its owners, officers or partners ever been convicted of a crime, entered into a plea agreement or cons decree; involving any federal, state, or local law related to construction?	ent □ Yes □ No
If "yes," explain on a separate signed page, including identifying w involved, the name of the public agency, the date of the conviction agreement, consent decree and the grounds for the conviction.	
3. Has your company 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 person convicted, the court (the county if a state court, the district location of the federal court), the year and the criminal conduct.	ons



#### **Bonding**

Bonding capacity: Provide documentation from your surety identifying the following: Name of bonding company/surety:  me of surety agent, address and telephone number:		
If your company was required to pay a premium of more than one per cent for a performance and payment bond on any project(s) on which your company worked at any time during the last three years, state the percentage that your company was required to pay. You may provide an explanation for a percentage rate higher than one percent, if you wish to do so.		
During the last five years, has your company ever been denied bond coverage by a surety company, or has there ever been a period of time when your company had no surety bond in place during a public construction project when one was required?  If yes, provide details on a separate signed page indicating the date when your company was denied coverage and the name of the company or companies which denied coverage; and the period during which you had no	□ Yes	□ No
	following: Name of bonding company/surety:  me of surety agent, address and telephone number:  If your company was required to pay a premium of more than one per cent for a performance and payment bond on any project(s) on which your company worked at any time during the last three years, state the percentage that your company was required to pay. You may provide an explanation for a percentage rate higher than one percent, if you wish to do so.  During the last five years, has your company ever been denied bond coverage by a surety company, or has there ever been a period of time when your company had no surety bond in place during a public construction project when one was required?  If yes, provide details on a separate signed page indicating the date when your company was denied coverage and the name of the company or	If your company was required to pay a premium of more than one per cent for a performance and payment bond on any project(s) on which your company worked at any time during the last three years, state the percentage that your company was required to pay. You may provide an explanation for a percentage rate higher than one percent, if you wish to do so.  During the last five years, has your company ever been denied bond coverage by a surety company, or has there ever been a period of time when your company had no surety bond in place during a public construction project when one was required?    Yes   If yes, provide details on a separate signed page indicating the date when your company was denied coverage and the name of the company or companies which denied coverage; and the period during which you had no



### Compliance with Occupational Safety and Health Laws and with Other Labor Legislation Safety

1.	Has Oregon OSHA cited and assessed penalties against your company for any "serious," "willful" or "repeat" violations of its safety or health regulations in the past five years?	
	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.	□ Yes □ No
2.	Has the federal Occupational Safety and Health Administration cited and assessed penalties against your company in the past five years?	□ Vas □ Na
	<b>Note</b> : 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.	
3.	Have the Environmental Protection Agency, Oregon Department of Environmental Quality or any other air or water quality control agency or authority initiated an inquiry, or made a request for information involving either your company or the owner of a project on which your company was a contractor, in the past five years?	□ Yes □ No
	If "yes," attach a separate signed page describing each citation.	
4.	Have the Environmental Protection Agency, Oregon Department of Environmental Quality or any other air or water quality control agency or authority cited and assessed penalties against either your company or the owner of a project on which your company was the contractor, in the past five years?	□ Yes □ No
	<b>Note</b> : 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.	
	If "yes" attach a senarate signed page describing each citation	



5.	Within the last five years has there ever been a period when your company had employees but was without workers' compensation insurance or state-approved self-insurance?  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 years. (If your company has been in the construction business for less than five years, provide a statement by your workers' compensation insurance carrier verifying continuous workers' compensation insurance coverage for the period that your company has been in the construction business	☐ Yes	□ No
6.	How often do you require documented safety meetings to be held for construction employees and field supervisors during the course of a project?		
7.	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 years 2019 through 2022 year-to-date 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 Bidder 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.		
	<b>Note:</b> Any of the following methods of "obtaining a letter" are acceptable:		
	<ul> <li>Furnish a letter from your insurance agent, insurance carrier or state fund (on their letterhead) verifying the EMR data listed above; or</li> </ul>		
	<ul> <li>Furnish a copy of the applicable Workers' Compensation Insurance Experience Rating Calculation Sheets which your insurance carrier should furnish to you annually.</li> </ul>		
	A Prospective Bidder will be immediately disqualified if its Three Year Average EMR is greater than 1.00 (100%).		



Sw	veet Home Mahler WRF Improvements Project	Oregon at its best!
	Year	EMR
	2022 YTD	
	2021	
	2020	
	2019	
	Three Year Average	
	Are the above rates interstate or intrastate?	☐ Interstate ☐ Intrastate
	If Intrastate, which state?	
Prev	vailing Wage and Apprenticeship Compliance Record	
1.	Has there been more than one occasion during the last five years in which your company was required to pay either back wages or penalties for your own company's failure to comply with the Oregon Bureau of Labor and Industries (BOLI) prevailing wage laws?	
	<b>Note</b> : This question refers only to your own company'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	

2. During the last five years, has there been more than one occasion in which your own company has been penalized or required to pay back wages for failure to comply with the **federal** Davis-Bacon prevailing wage requirements? If "yes," attach a separate signed page or pages describing the nature of the ☐ Yes ☐ No 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. 3. At any time during the last five years, has your company been found to have violated any provision of Oregon apprenticeship laws or regulations, or the laws pertaining to use of apprentices on public works?  $\square$  Yes  $\square$  No If "yes," provide the date(s) of such findings, and attach copies of the Department's

final decision(s).



#### PART III COMPANY PROJECT AND LEADERSHIP TEAM EXPERIENCE

In accordance with Part I, Question 7, Prospective Bidder shall provide a separate attached qualifications document that clearly demonstrates to the Owner that the Prospective Bidder has been actively and continuously engaged since January 1, 2012 until present as a Prime Contractor or Electrical Subcontractor in the construction of the following types of projects:

- a. Municipal Wastewater Treatment Plants where the electrical, mechanical and instrumentation systems were part of the Contractor's contract.
- b. Municipal Water Treatment Plants where the electrical, mechanical and instrumentation systems were part of the Contractor's contract; or
- c. Other projects involving heavy civil, process-mechanical and concrete construction similar in nature to the Project.

Reference projects may include projects currently under construction shall include a minimum of five (5) related projects of similar scope and complexity involving construction of concrete hydraulic structures with significant process mechanical equipment.

For General Contractors, the first three reference projects shall have been completed in the past seven (7) years with an initial contract value greater than \$10 Million. One of the first three reference projects shall be at a municipal wastewater treatment plant with similar unit processes as proposed for the Sweet Home Mahler WRF.

For Electrical Subcontractors, the first three reference projects shall be at facilities where the Contractor served as the Prime Electrical Subcontractor in the past seven (7) years with a total initial contract value greater than \$10 Million with the Electrical Subcontractor's initial contract amount being greater than \$1 Million. One of the first three reference projects shall be at a municipal wastewater treatment plant with similar unit processes as proposed for the Sweet Home Mahler WRF.

All bidders shall provide a change order history for a minimum of 10 projects with a total contract value greater than \$5 Million for General Contractors and \$1 Million for Electrical Subcontractors completed in the past 10 years. The change order history shall contain the following information for each project:

- Original contract price and time
- Final contract price and time
- Total number of Requests for Information and Clarification (RFI/Cs)
- Total number of Submittals
- Total number, price and time for all change orders
- Total number, price and time for owner-initiated change orders
- Information on disputes or dispute resolution processes

Bidder also certifies that Bidder self-performed at least fifty percent (50%) of the Work for on each of the first three reference projects listed. The Owner considers this level of past self- performance demonstrates a benefit to a Project in terms of better control of cost, schedule and safety.

If the Bidder is a Joint Venture of two or more companies, each participant in the Joint Venture shall meet this prior project experience requirement and provide project information for each Joint Venture participant in the format found below.



The Bidder's list of Water Treatment Plants and/or Wastewater Treatment Plants should contain, at a minimum, the following informational items for each project listed:

- 1. Project Name
- 2. Owner
- 3. Construction Original and Final Contract Amount (\$)
- 4. Construction Original and Final Contract Time (calendar days)
- 5. Date of Substantial Completion (beginning with projects as of January 2012 and ending with projects currently under construction):
- Owner Contact Information (Name and current office direct dial or cell phone number) for Owner to verify project information provided by Prospective Bidder.
- 7. Construction Manager and/or Design Engineer Information (Name and current office direct dial or cell phone number) for Owner to verify project information provided by Prospective Bidder.

**Important Note:** Any projects found on Prospective Bidder's Completed Projects list which are not as defined above will not be considered by the Owner in meeting this prerequisite experience requirement. For example, pump station, reservoir and pipeline projects are not considered a treatment plant project.

Prospective Bidder shall name below the Project Manager and Construction Superintendent who will be assigned to this Project. It is anticipated that one or both of these named individuals will be personally on-site full time during the Project. Prospective Bidder shall submit past related treatment plant project experience of these people.

For General Contractors, list three (3) related treatment plant projects where the individuals named held the positions for which they are being proposed. The demonstrated experience for each individual shall be within the past seven (7) years and one project shall be a municipal water or wastewater treatment plant project with an initial contract value of greater than \$10 million.

For Electrical Subcontractors, list three (3) related treatment plant projects where the individuals named held the positions for which they are being proposed. The demonstrated experience for each individual shall be within the past seven (7) years and one project shall be a municipal water or wastewater treatment plant project with an initial contract value for electrical work of greater than \$1 million.

Bidders shall indicate on which projects the Project Manager and Construction Superintendent were involved in on the Bidders Change Order history provided.

Prospective Bidders (General Contractors and Electrical Subcontractors) may submit one or more alternate names for the positions of Project Manager and Construction Superintendent in the event the first-named person is not available. If the Prospective Bidder elects to name an alternate Project Manager or Construction Superintendent, the Prospective Bidder shall complete and submit another experience form for that individual with this SOPQ Package. Each alternate Project Manager or Construction Superintendent must be clearly designated as an alternate and must meet the required minimum experience requirements set forth previously.



For each proposed Project Manager or Construction Manager provide the following information:

- Employee name and role (Project Manager or Construction Superintendent)
- Number of Years of Total Construction Experience in the role proposed
- Number of years serving in the proposed role on municipal water or wastewater treatment plant projects
- Number of Years as a Project Manager or Construction Manager for your company

For each named individual provide the following informational items for each reference Project Manager or Construction Superintendent:

- 1. Project Name
- 2. Project Description
- 3. Employee Role
- 4. Owner Contact Information (Name and current office direct dial or cell phone number) for Owner to verify project information provided by Prospective Bidder.
- 5. Original Construction (Bid) Price (\$)
- 6. Change orders granted and final construction price (\$)
- 7. Original construction contract time (calendar days) and start date
- 8. Time extensions granted (calendar days) and final completion date:
- 9. Engineer or Architect firm leading design and construction (list multiple firms, if required)

It is the responsibility of the Prospective Bidder to verify that all previous project contact information listed above is current and accurate. Failure of the Prospective Bidder to provide current and accurate project contact information may be grounds for the Owner to determine the Prospective Bidder as non- responsible and ineligible for further Pre-Qualification consideration. The Owner will not chase down current contact information on the Prospective Bidder's behalf.



#### PART IV. PROJECT EXPERIENCE – INTERVIEW QUESTIONS

The following questions will be used to interview randomly selected owners of at least two (2) completed projects (may be selected from Prospective Bidder experience or Project Manager experience). The representatives of the Owner will conduct the interviews. No action on the Prospective Bidder's part is necessary. These questions are included in the package to the Prospective Bidder for information only.

First, please give a brief description of the project.

- 1. Are there any outstanding stop notices, liens, or claims by the Prospective Bidder that are currently unresolved on contracts for which notices of completion were recorded more than 120 days ago?
- 2. On a scale of 1-10, with 10 being the best, did the Prospective Bidder provide adequate personnel?
- 3. On a scale of 1-10, with 10 being the best, did the Prospective Bidder provide adequate supervision?
- 4. On a scale of 1-10, with 10 being the best, was there adequate equipment provided on the job?
- 5. On a scale of 1-10, with 10 being the best, was the Prospective Bidder timely in providing reports and other paperwork, including change order paperwork and scheduling updates?
- 6. On a scale of 1-10, with 10 being the best, did the Prospective Bidder adhere to the project schedule that your (agency) (business) approved?
- 7. Was the project completed on time? (10 points if the answer is "Yes")

  Or, if the answer is "no", on a scale of 1-10, with 10 being the best, to what extent was the Prospective Bidder responsible for the delay in completion?
- 8. On a scale of 1-10, with 10 being the best, rate the Prospective Bidder on the timely submission of reasonable cost and time estimates to perform change order work.

  On a scale of 1-10, with 10 being the best, rate the Prospective Bidder on how well the Prospective Bidder performed the work after a change order was issued and how well the Prospective Bidder integrated the change order work into existing work.
- 9. On a scale of 1-10, with 10 being the best, rate how the Prospective Bidder performed in turning in Operations & Maintenance manuals, completing as-built drawings, providing required training and taking care of warranty items?
- 10. On a scale of 1-10, with 10 being the best, rate the Prospective Bidder on whether there were an unusually high number of claims, given the nature of the project, or unusual difficulty in resolving them.
- 11. On a scale of 1-10, with 10 being the best, rate the Prospective Bidder with respect to timely payments by the Prospective Bidder to subcontractors and suppliers. (If the person being interviewed knows of no such difficulties, the score on this question should be "10.")
- 12. On a scale of 1-10, with 10 being the best, rate the Prospective Bidder with respect to safety. Was shoring provided properly, were lock / out tag out procedures followed, did the Prospective Bidder provide routine safety training?
- 13. On a scale of 1-10, with 10 being the best, how would you rate the overall quality of the Prospective Bidder 's work?



#### **AFFIDAVIT**

We, the undersigned,	(name) as the author	orized representatives for
<b>Project</b> , do hereby attest that a best of our knowledge. These	Ill statements and representale statements are made open circumstances that occurred.	er Water Reclamation Facility Improvements tions made herein are true and correct to the ally and freely without intent to influence or I declare under penalty of perjury under the
We acknowledge that we have	received Addendum	through
and our company in this Statent Should releases be required institutions to release verificat claims against the Owner, Consof the information obtained by We further understand that an disqualification of our company or representations were purpooner in an attempt to qualify	nent of Qualifications and we by any of our former cust ion of the enclosed data, we struction Manager, Design En or provided to the Owner to y false statement or represer y as a Bidder for the Project. It osefully made to change, hide y under these false pretenses City of Sweet Home contract	statements and representations made by us freely give our permission for them to do so. tomers, professional, financial, or bonding have provided them. We agree to waive any gineer and/or any third party for the release evaluate this Statement of Qualifications. Intations made in this application will result in the statements of the action will result in loss of eligibility for its for a minimum period of one (1) year and a decident of the statement of the statement of the statement of the action will result in loss of eligibility for the statement of the statement of the action will result in loss of eligibility for the statement of the statement of the action will result in loss of eligibility for the statement of the stateme
Name		
Signature		
· ·		
Title		
Date		
Attested:		Corporate Seal



Name		
Signature		
Title		
Date		

\*\*\*END of SOPQ QUESTIONAIRE

## Attachment A

## **Insurance and Bonding Requirements**

# STANDARD GENERAL CONDITIONS OF THE CONSTRUCTION CONTRACT

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# STANDARD GENERAL CONDITIONS OF THE CONSTRUCTION CONTRACT

#### ARTICLE 6—BONDS AND INSURANCE

- 6.01 Performance, Payment, and Other Bonds
  - A. Bonds shall be furnished in accordance with the City of Sweet Home Contract requirements. These shall include, but not be limited to, performance bond and payment bond.
  - B. Contractor shall furnish a performance bond and a payment bond, each in an amount at least equal to the Contract Price, as security for the faithful performance and payment of Contractor's obligations under the Contract. These bonds must remain in effect until one year after the date when final payment becomes due or until completion of the correction period specified in Paragraph 15.08, whichever is later, except as provided otherwise by Laws or Regulations, the terms of a prescribed bond form, or other provisions of the Contract.
  - C. All bonds must be in the form included in the Bidding Documents or otherwise specified by Owner prior to execution of the Contract, except as provided otherwise by Laws or Regulations, and must be issued and signed by a surety named in "Companies Holding Certificates of Authority as Acceptable Sureties on Federal Bonds and as Acceptable Reinsuring Companies" as published in Department Circular 570 (as amended and supplemented) by the Bureau of the Fiscal Service, U.S. Department of the Treasury. A bond signed by an agent or attorney-in-fact must be accompanied by a certified copy of that individual's authority to bind the surety. The evidence of authority must show that it is effective on the date the agent or attorney-in-fact signed the accompanying bond.
  - D. Contractor shall obtain the required bonds from surety companies that are duly licensed or authorized, in the state or jurisdiction in which the Project is located, to issue bonds in the required amounts.
  - E. If the surety on a bond furnished by Contractor is declared bankrupt or becomes insolvent, or the surety ceases to meet the requirements above, then Contractor shall promptly notify Owner and Engineer in writing and shall, within 20 days after the event giving rise to such notification, provide another bond and surety, both of which must comply with the bond and surety requirements above.
  - F. If Contractor has failed to obtain a required bond, Owner may exclude the Contractor from the Site and exercise Owner's termination rights under Article 16.
  - G. Upon request to Owner from any Subcontractor, Supplier, or other person or entity claiming to have furnished labor, services, materials, or equipment used in the performance of the Work, Owner shall provide a copy of the payment bond to such person or entity.
  - H. Upon request to Contractor from any Subcontractor, Supplier, or other person or entity claiming to have furnished labor, services, materials, or equipment used in the performance of the Work, Contractor shall provide a copy of the payment bond to such person or entity.
- 6.02 Insurance—General Provisions
  - A. Owner and Contractor shall obtain and maintain insurance as required in these contract documents and City of Sweet Home Special Provisions.

- B. Contractor's insurance required by the Contract shall be primary over Owner's insurance and shall include a waiver of subrogation against Owner and Engineer.
- C. All insurance required by the Contract to be purchased and maintained by Owner or Contractor shall be obtained from insurance companies that are duly licensed or authorized in the state or jurisdiction in which the Project is located to issue insurance policies for the required limits and coverages. Unless a different standard is indicated in the Supplementary Conditions, all companies that provide insurance policies required under this Contract shall have an A.M. Best rating of A-VII or better.
- D. Alternative forms of insurance coverage, including but not limited to self-insurance and "Occupational Accident and Excess Employer's Indemnity Policies," are not sufficient to meet the insurance requirements of this Contract, unless expressly allowed in the Supplementary Conditions.
- E. Contractor shall deliver to Owner, with copies to each additional insured identified in the Contract, certificates of insurance and endorsements establishing that Contractor has obtained and is maintaining the policies and coverages required by the Contract. Upon request by Owner or any other insured, Contractor shall also furnish other evidence of such required insurance, including but not limited to copies of policies, documentation of applicable self-insured retentions (if allowed) and deductibles, full disclosure of all relevant exclusions, and evidence of insurance required to be purchased and maintained by Subcontractors or Suppliers. In any documentation furnished under this provision, Contractor, Subcontractors, and Suppliers may block out (redact) (1) any confidential premium or pricing information and (2) any wording specific to a project or jurisdiction other than those applicable to this Contract.
- F. Owner shall deliver to Contractor, with copies to each additional insured identified in the Contract, certificates of insurance and endorsements establishing that Owner has obtained and is maintaining the policies and coverages required of Owner by the Contract (if any). Upon request by Contractor or any other insured, Owner shall also provide other evidence of such required insurance (if any), including but not limited to copies of policies, documentation of applicable self-insured retentions (if allowed) and deductibles, and full disclosure of all relevant exclusions. In any documentation furnished under this provision, Owner may block out (redact) (1) any confidential premium or pricing information and (2) any wording specific to a project or jurisdiction other than those relevant to this Contract.
- G. Failure of Owner or Contractor to demand such certificates or other evidence of the Contractor's full compliance with these insurance requirements, or failure of Owner or Contractor to identify a deficiency in compliance from the evidence provided, will not be construed as a waiver of the Contractor's obligation to obtain and maintain such insurance.
- H. In addition to the liability insurance required to be provided by Contractor, the Owner, at Owner's option, may purchase and maintain Owner's own liability insurance. Owner's liability policies, if any, operate separately and independently from policies required to be provided by Contractor, and Contractor cannot rely upon Owner's liability policies for any of Contractor's obligations to the Owner, Engineer, or third parties.
- I. Contractor shall require:
  - 1. Subcontractors to purchase and maintain worker's compensation, commercial general liability, and other insurance that is appropriate for their participation in the Project, and

- to name as additional insureds Owner and Engineer (and any other individuals or entities identified in the Supplementary Conditions as additional insureds on Contractor's liability policies) on each Subcontractor's commercial general liability insurance policy; and
- 2. Suppliers to purchase and maintain insurance that is appropriate for their participation in the Project.
- J. If either party does not purchase or maintain the insurance required of such party by the Contract, such party shall notify the other party in writing of such failure to purchase prior to the start of the Work, or of such failure to maintain prior to any change in the required coverage.
- K. If Contractor has failed to obtain and maintain required insurance, Contractor's entitlement to enter or remain at the Site will end immediately, and Owner may impose an appropriate set-off against payment for any associated costs (including but not limited to the cost of purchasing necessary insurance coverage), and exercise Owner's termination rights under Article 16.
- L. Without prejudice to any other right or remedy, if a party has failed to obtain required insurance, the other party may elect (but is in no way obligated) to obtain equivalent insurance to protect such other party's interests at the expense of the party who was required to provide such coverage, and the Contract Price will be adjusted accordingly.
- M. Owner does not represent that insurance coverage and limits established in this Contract necessarily will be adequate to protect Contractor or Contractor's interests. Contractor is responsible for determining whether such coverage and limits are adequate to protect its interests, and for obtaining and maintaining any additional insurance that Contractor deems necessary.
- N. The insurance and insurance limits required herein will not be deemed as a limitation on Contractor's liability, or that of its Subcontractors or Suppliers, under the indemnities granted to Owner and other individuals and entities in the Contract or otherwise.
- O. All the policies of insurance required to be purchased and maintained under this Contract will contain a provision or endorsement that the coverage afforded will not be canceled, or renewal refused, until at least 10 days prior written notice has been given to the purchasing policyholder. Within three days of receipt of any such written notice, the purchasing policyholder shall provide a copy of the notice to each additional insured..

#### 6.03 Contractor's Insurance

- A. Required Insurance: Contractor shall purchase and maintain Worker's Compensation, Commercial General Liability, Builders Risk and other insurance pursuant to the specific requirements set forth herein.
- B. General Provisions: The policies of insurance required by this Paragraph 6.03 must:
  - 1. include at least the specific coverages required;
  - 2. be written for not less than the limits provided, or those required by Laws or Regulations, whichever is greater;
  - 3. remain in effect at least until the Work is complete (as set forth in Paragraph 15.06.D), and longer if expressly required elsewhere in this Contract, and at all times thereafter when Contractor may be correcting, removing, or replacing defective Work as a warranty

- or correction obligation, or otherwise, or returning to the Site to conduct other tasks arising from the Contract;
- 4. apply with respect to the performance of the Work, whether such performance is by Contractor, any Subcontractor or Supplier, or by anyone directly or indirectly employed by any of them to perform any of the Work, or by anyone for whose acts any of them may be liable; and
- 5. include all necessary endorsements to support the stated requirements.
- C. Additional Insureds: The Contractor's commercial general liability, automobile liability, employer's liability, umbrella or excess, pollution liability, and unmanned aerial vehicle liability policies, if required by this Contract, must:
  - 1. include and list as additional insureds the following:
    - OWNER: "City of Sweet Home, its officers, employees, agents, and consultants";
       AND
    - ENGINEER: "West Yost Associates Inc., its officers, employees, agents, and consultants"; AND
    - any individuals or entities identified as additional insureds herein.
  - 2. afford primary coverage to these additional insureds for all claims covered thereby (including as applicable those arising from both ongoing and completed operations);
  - 3. not seek contribution from insurance maintained by the additional insured; and
  - 4. as to commercial general liability insurance, apply to additional insureds with respect to liability caused in whole or in part by Contractor's acts or omissions, or the acts and omissions of those working on Contractor's behalf, in the performance of Contractor's operations.
- D. Other Additional Insureds: As a supplement to the provisions of Paragraph 6.03.C of the General Conditions, the commercial general liability, automobile liability, umbrella or excess, pollution liability, and unmanned aerial vehicle liability policies must include as additional insureds the Owner and Engineer.
- E. Workers' Compensation and Employer's Liability Insurance: Contractor shall purchase and maintain Worker's Compensation and Employer's Liability Insurance. This insurance shall protect CONTRACTOR against all claims under applicable state workers' compensation laws, including coverage as necessary for the benefits provided under the United States Longshoremen's and Harbor Workers' Act and the Jones Act. CONTRACTOR shall also be protected against claims for injury, disease, or death of employees which, for any reason, may not fall within the provisions of a workers' compensation law. This policy shall include an "all states" or "other states" and waiver of subrogation endorsements. The liability limits, as required by state law shall be not less than:

1. Workers' Compensation: Statutory

2. Employer's Liability: \$1,000,000 each occurrence

- F. Commercial General Liability—Claims Covered: Contractor shall purchase and maintain commercial general liability insurance, covering all operations by or on behalf of Contractor, on an occurrence basis, against claims for:
  - 1. damages because of bodily injury, sickness or disease, or death of any person other than Contractor's employees,
  - 2. damages insured by reasonably available personal injury liability coverage, and
  - 3. damages because of injury to or destruction of tangible property wherever located, including loss of use resulting therefrom.
- G. Commercial General Liability—Form and Content: Contractor's commercial liability policy must be written on a 1996 (or later) Insurance Services Organization, Inc. (ISO) commercial general liability form (occurrence form) and include the following coverages and endorsements:
  - 1. Products and completed operations coverage.
    - a. Such insurance must be maintained for three years after final payment.
    - b. Contractor shall furnish Owner and each other additional insured (as identified in the Supplementary Conditions or elsewhere in the Contract) evidence of continuation of such insurance at final payment and three years thereafter.
  - 2. Blanket contractual liability coverage, including but not limited to coverage of Contractor's contractual indemnity obligations in Paragraph 7.18.
  - 3. Severability of interests and no insured-versus-insured or cross-liability exclusions.
  - 4. Underground, explosion, and collapse coverage.
  - 5. Personal injury coverage.
  - 6. Additional insured endorsements that include both ongoing operations and products and completed operations coverage through ISO Endorsements CG 20 10 10 01 and CG 20 37 10 01 (together). If Contractor demonstrates to Owner that the specified ISO endorsements are not commercially available, then Contractor may satisfy this requirement by providing equivalent endorsements.
  - 7. For design professional additional insureds, ISO Endorsement CG 20 32 07 04 "Additional Insured—Engineers, Architects or Surveyors Not Engaged by the Named Insured" or its equivalent.
- H. Commercial General Liability Insurance Coverage: This insurance shall be occurrence type written in comprehensive form and shall protect CONTRACTOR, OWNER, and ENGINEER as additional insureds, against claims arising out of performance of the Work. The policy shall also include personal injury liability coverage, contractual liability coverage, completed operations and products liability coverage, and coverage for blasting, explosion, collapse of buildings, and damage to underground property. The liability limits for bodily injury and property damage shall be not less than:

1. Combined Single Limit for each occurrence: \$2,000,000

2. General aggregate: \$2,000,000

I. Automobile Liability: Contractor shall purchase and maintain automobile liability insurance for damages because of bodily injury or death of any person or property damage arising out of the ownership, maintenance, or use of any motor vehicle. The automobile liability policy must be written on an occurrence basis.

Automobile Liability	Policy limits of not less than:
Bodily Injury	
Each Person	\$1,000,000
Each Accident	\$1,000,000
Property Damage	
Each Accident	\$1,000,000
[or]	
Combined Single Limit	
Combined Single Limit (Bodily Injury and Property Damage)	\$2,000,000

J. Umbrella Liability Insurance: Contractor shall purchase and maintain umbrella liability insurance. This insurance shall protect CONTRACTOR, OWNER, and ENGINEER as additional insureds, against claims in excess of the limits provided under workers' compensation and employer's liability, comprehensive automobile liability, and commercial general liability policies. The umbrella policy shall follow the form of the primary insurance, including the application of the primary limits. The liability limits for bodily injury and property damage shall be not less than:

Combined Single Limit for each occurrence: \$5,000,000
 General aggregate: \$5,000,000

K. Pollution Liability Insurance: If not otherwise included in the Contractor's Commercial General Liability Insurance coverage, Contractor shall purchase and maintain pollution liability insurance for claims arising from the discharge, dispersal, release, escape of any irritant or contaminant into or upon land, any structure, the atmosphere, watercourse, or body of water including groundwater. This shall include coverage for claims of: (a) clean up, either on-site or off site; (b) third party liability, including bodily injury, property damage, natural resource damage, third party property loss of use/revenue, and clean up; and/or (c) costs incurred for regulatory fines and/or the investigation, defense, or settlement of claims. The liability limits for pollution shall not be less than:

Combined Single Limit for each occurrence: \$5,000,000
 General aggregate: \$5,000,000

L. Railroad Protective Liability Insurance: Prior to commencing any Work within 50 feet of railroad-owned and controlled property, Contractor shall (1) endorse its commercial general liability policy with ISO CG 24 17, removing the contractual liability exclusion for work within 50 feet of a railroad, (2) purchase and maintain railroad protective liability insurance meeting the following requirements, (3) furnish a copy of the endorsement to Owner, and (4) submit a copy of the railroad protective policy and other railroad-required documentation to the railroad, and notify Owner of such submittal.

Railroad Protective Liability Insurance	Policy limits of not less than:
Each Claim	\$ 1,000,000

Railroad Protective Liability Insurance	Policy limits of not less than:
Aggregate	\$ 2,000,000

M. Unmanned Aerial Vehicle Liability Insurance: If Contractor uses unmanned aerial vehicles (UAV—commonly referred to as drones) at the Site or in support of any aspect of the Work, Contractor shall obtain UAV liability insurance in the amounts stated; name Owner, Engineer, and all individuals and entities identified in the Supplementary Conditions as additional insureds; and provide a certificate to Owner confirming Contractor's compliance with this requirement. Such insurance will provide coverage for property damage, bodily injury or death, and invasion of privacy.

Unmanned Aerial Vehicle Liability Insurance	Policy limits of not less than:
Each Claim	\$ 100,000
General Aggregate	\$ 250,000

#### 6.04 Builder's Risk and Other Property Insurance

- A. *Builder's Risk*: Contractor shall purchase and maintain builder's risk insurance upon the Work on a completed value basis, in the amount of the Work's full insurable replacement cost (subject to such deductible amounts as may be provided in the General Conditions or required by Laws and Regulations). The specific requirements applicable to the builder's risk insurance are set forth in the Supplementary Conditions.
- B. Property Insurance for Facilities of Owner Where Work Will Occur: Owner is responsible for obtaining and maintaining property insurance covering each existing structure, building, or facility in which any part of the Work will occur, or to which any part of the Work will attach or be adjoined. Such property insurance will be written on a special perils (all-risk) form, on a replacement cost basis, providing coverage consistent with that required for the builder's risk insurance, and will be maintained until the Work is complete, as set forth in Paragraph 15.06.D.
- C. Property Insurance for Substantially Complete Facilities: Promptly after Substantial Completion, and before actual occupancy or use of the substantially completed Work, Owner will obtain property insurance for such substantially completed Work, and maintain such property insurance at least until the Work is complete, as set forth in Paragraph 15.06.D. Such property insurance will be written on a special perils (all-risk) form, on a replacement cost basis, and provide coverage consistent with that required for the builder's risk insurance. The builder's risk insurance may terminate upon written confirmation of Owner's procurement of such property insurance.
- D. Partial Occupancy or Use by Owner: If Owner will occupy or use a portion or portions of the Work prior to Substantial Completion of all the Work, as provided in Paragraph 15.04, then Owner (directly, if it is the purchaser of the builder's risk policy, or through Contractor) will provide advance notice of such occupancy or use to the builder's risk insurer, and obtain an endorsement consenting to the continuation of coverage prior to commencing such partial occupancy or use.
- E. *Insurance of Other Property; Additional Insurance*: If the express insurance provisions of the Contract do not require or address the insurance of a property item or interest, then the entity

or individual owning such property item will be responsible for insuring it. If Contractor elects to obtain other special insurance to be included in or supplement the builder's risk or property insurance policies provided under this Paragraph 6.04, it may do so at Contractor's expense.

- F. Builder's Risk Requirements: The builder's risk insurance must:
  - 1. be written on a builder's risk "all risk" policy form that at a minimum includes insurance for physical loss or damage to the Work, temporary buildings, falsework, and materials and equipment stored and in transit, and must not exclude the coverage of the following risks: fire; windstorm; hail; flood; earthquake, volcanic activity, and other earth movement; lightning; riot; civil commotion; terrorism; vehicle impact; aircraft; smoke; theft; vandalism and malicious mischief; mechanical breakdown, boiler explosion, and artificially generated electric current; collapse; explosion; debris removal; demolition occasioned by enforcement of Laws and Regulations; and water damage (other than that caused by flood).
    - a. Such policy will include an exception that results in coverage for ensuing losses from physical damage or loss with respect to any defective workmanship, methods, design, or materials exclusions.
    - b. If insurance against mechanical breakdown, boiler explosion, and artificially generated electric current; earthquake, volcanic activity, and other earth movement; or flood, are not commercially available under builder's risk policies, by endorsement or otherwise, such insurance will be provided through other insurance policies acceptable to Owner and Contractor.
  - 2. cover, as insured property, at least the following: (a) the Work and all materials, supplies, machinery, apparatus, equipment, fixtures, and other property of a similar nature that are to be incorporated into or used in the preparation, fabrication, construction, erection, or completion of the Work, including Owner-furnished or assigned property; (b) spare parts inventory required within the scope of the Contract; and (c) temporary works which are not intended to form part of the permanent constructed Work but which are intended to provide working access to the Site, or to the Work under construction, or which are intended to provide temporary support for the Work under construction, including scaffolding, form work, fences, shoring, falsework, and temporary structures.
  - 3. cover expenses incurred in the repair or replacement of any insured property (including but not limited to fees and charges of contractors, engineers, and architects).
  - 4. extend to cover damage or loss to insured property while in temporary storage at the Site or in a storage location outside the Site (but not including property stored at the premises of a manufacturer or Supplier). If this coverage is subject to a sublimit, such sublimit will be a minimum of \$2,000,000.
  - 5. extend to cover damage or loss to insured property while in transit. If this coverage is subject to a sublimit, such sublimit will be a minimum of \$2,000,000.
  - 6. allow for the waiver of the insurer's subrogation rights, as set forth in this Contract.
  - 7. allow for partial occupancy or use by Owner by endorsement, and without cancellation or lapse of coverage.
  - 8. include performance/hot testing and start-up, if applicable.

- 9. be maintained in effect until the Work is complete, as set forth in Paragraph 15.06.D of the General Conditions, or until written confirmation of Owner's procurement of property insurance following Substantial Completion, whichever occurs first.
- include as named insureds the Owner, Contractor, Subcontractors (of every tier), and any other individuals or entities required by this Contract to be insured under such builder's risk policy. Parties required to be insured will be referred to collectively as "insureds." In addition to Owner, Contractor, and Subcontractors of every tier, include as insureds the following:
  - West Yost Associates, Inc.
     Charles Duncan
     President
     2020 Research Park Drive, Suite 100
     Davis, CA 95618
     503.756.5905
     CDuncan@westyost.com
- 11. include, in addition to the Contract Price amount, the value of the following equipment and materials to be installed by the Contractor but furnished by the Owner or third parties:
  - Electrical motor control centers, control panels and other equipment to be supplied by Owner's Integrator-of-Record, such sublimit will be a minimum of \$3,000,000.
- 12. If debris removal in connection with repair or replacement of insured property is subject to a coverage sublimit, such sublimit will be a minimum of \$5,000,000.

## 6.05 Property Losses; Subrogation

- A. The builder's risk insurance policy purchased and maintained at Contactor's expense in accordance with Paragraph 6.04 (or an installation floater policy if authorized), will contain provisions to the effect that in the event of payment of any loss or damage the insurer will have no rights of recovery against any insureds thereunder, or against Engineer or its consultants, or their officers, directors, members, partners, employees, agents, consultants, or subcontractors.
  - 1. Owner and Contractor waive all rights against each other and the respective officers, directors, members, partners, employees, agents, consultants, and subcontractors of each and any of them, for all losses and damages caused by, arising out of, or resulting from any of the perils, risks, or causes of loss covered by such policies and any other property insurance applicable to the Work; and, in addition, waive all such rights against Engineer, its consultants, all individuals or entities identified in the Supplementary Conditions as builder's risk or installation floater insureds, and the officers, directors, members, partners, employees, agents, consultants, and subcontractors of each and any of them, under such policies for losses and damages so caused.
  - None of the above waivers extends to the rights that any party making such waiver may have to the proceeds of insurance held by Owner or Contractor as trustee or fiduciary, or otherwise payable under any policy so issued.

- B. Any property insurance policy maintained by Owner covering any loss, damage, or consequential loss to Owner's existing structures, buildings, or facilities in which any part of the Work will occur, or to which any part of the Work will attach or adjoin; to adjacent structures, buildings, or facilities of Owner; or to part or all of the completed or substantially completed Work, during partial occupancy or use pursuant to Paragraph 15.04, after Substantial Completion pursuant to Paragraph 15.03, or after final payment pursuant to Paragraph 15.06, will contain provisions to the effect that in the event of payment of any loss or damage the insurer will have no rights of recovery against any insureds thereunder, or against Contractor, Subcontractors, or Engineer, or the officers, directors, members, partners, employees, agents, consultants, or subcontractors of each and any of them, and that the insured is allowed to waive the insurer's rights of subrogation in a written contract executed prior to the loss, damage, or consequential loss.
  - Owner waives all rights against Contractor, Subcontractors, and Engineer, and the
    officers, directors, members, partners, employees, agents, consultants and
    subcontractors of each and any of them, for all losses and damages caused by, arising out
    of, or resulting from fire or any of the perils, risks, or causes of loss covered by such
    policies.
- C. The waivers in this Paragraph 6.05 include the waiver of rights due to business interruption, loss of use, or other consequential loss extending beyond direct physical loss or damage to Owner's property or the Work caused by, arising out of, or resulting from fire or other insured peril, risk, or cause of loss.
- D. Contractor shall be responsible for assuring that each Subcontract contains provisions whereby the Subcontractor waives all rights against Owner, Contractor, all individuals or entities identified in the Supplementary Conditions as insureds, the Engineer and its consultants, and the officers, directors, members, partners, employees, agents, consultants, and subcontractors of each and any of them, for all losses and damages caused by, arising out of, relating to, or resulting from fire or other peril, risk, or cause of loss covered by builder's risk insurance, installation floater, and any other property insurance applicable to the Work.

## 6.06 Receipt and Application of Property Insurance Proceeds

- A. Any insured loss under the builder's risk and other policies of property insurance required by Paragraph 6.04 will be adjusted and settled with the Contractor and Owner. Contractor and Owner shall act as fiduciary for the other insureds, and give notice to such other insureds that adjustment and settlement of a claim is in progress. Any other insured may state its position regarding a claim for insured loss in writing within 15 days after notice of such claim.
- B. Proceeds for such insured losses may be made payable by the insurer to the Contractor and Owner as the fiduciary for other insureds, subject to the requirements of any applicable mortgage clause. Contractor and Owner receiving insurance proceeds under the builder's risk and other policies of insurance required by Paragraph 6.04 shall maintain such proceeds in a segregated account, and distribute such proceeds in accordance with such agreement as the parties in interest may reach, or as otherwise required under the dispute resolution provisions of this Contract or applicable Laws and Regulations.
- C. If no other special agreement is reached, Contractor shall repair or replace the damaged Work, using allocated insurance proceeds.

## Attachment B

## Drawings

# Attachment B Drawings

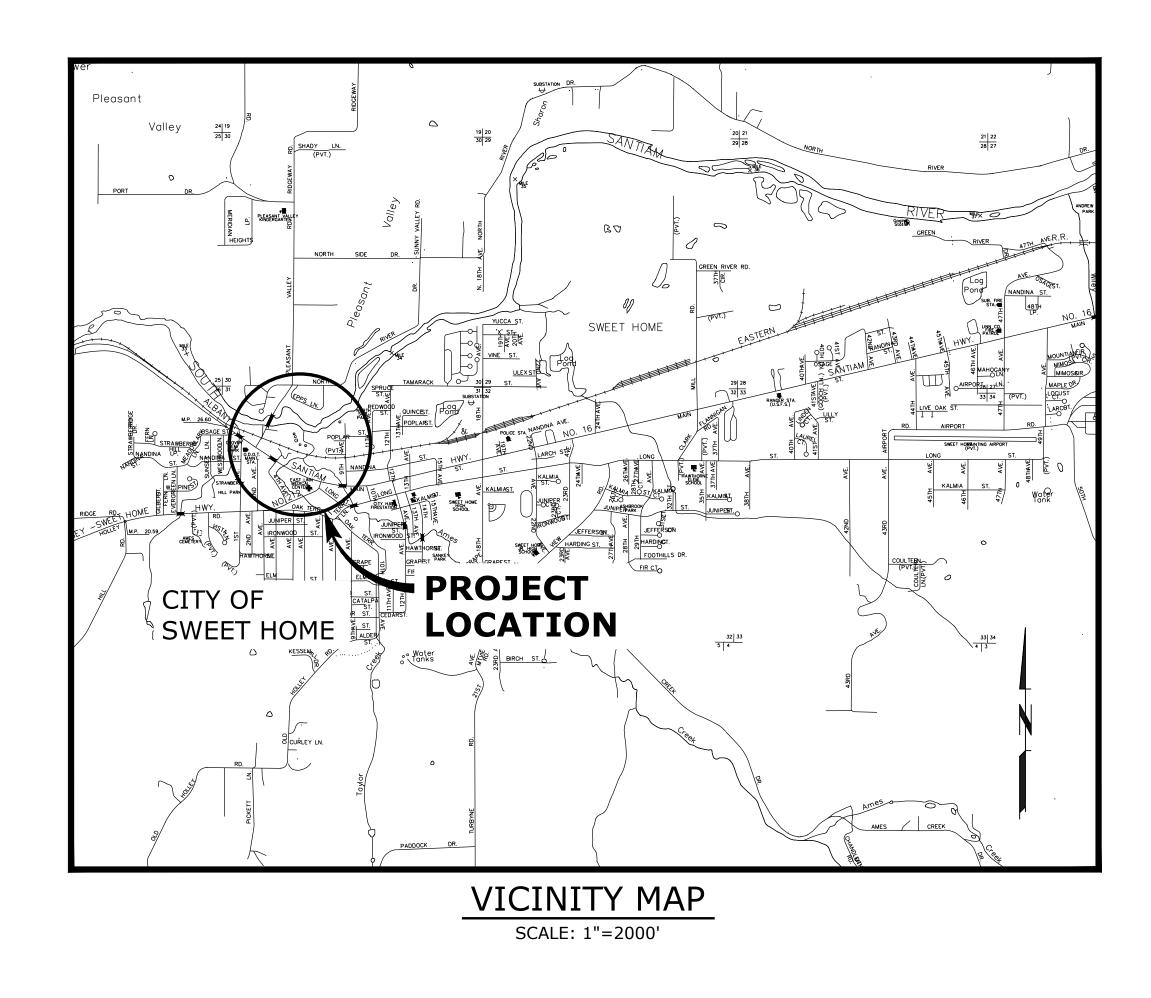


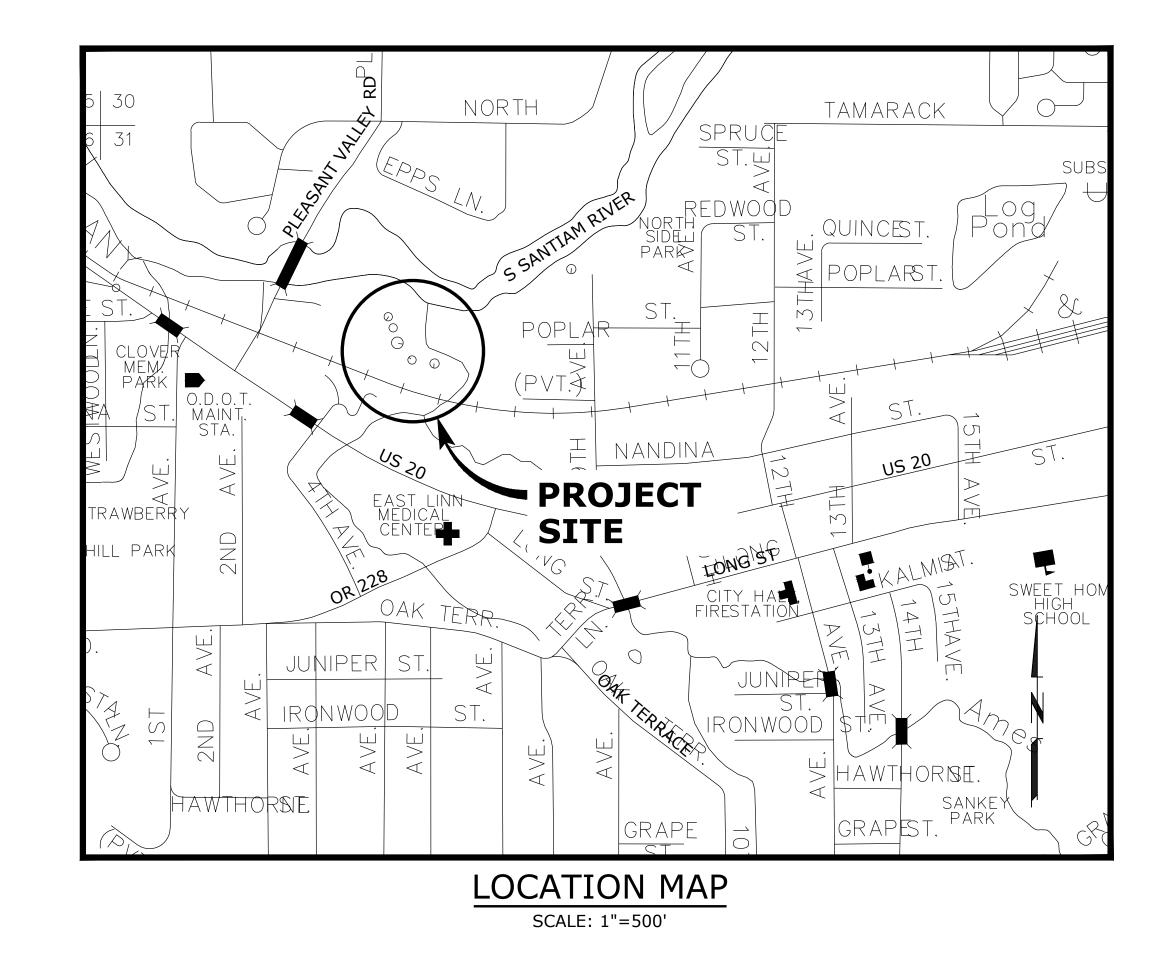
## **MAHLER WRF DRAWINGS**

G-000	Cover Sheet, Location and Vicinity Maps
G-005	Design Criteria – Phase 1
G-005	Design Criteria – Phase 2
G-006	Process Schematic Diagram
G-007	Solid Schematic
C-032	Site Plan Phase 1
C-032	Site Plan Phase 2
M-110	IPS Isometric
A-420	MEB Building Floor Plan

# MAHLER WATER RECLAMATION FACILITY IMPROVEMENTS PROJECT

2022







ATTENTION: OREGON LAW REQUIRES THE CONTRACTOR TO FOLLOW THE RULES ADOPTED BY THE OREGON UTILITY NOTIFICATION CENTER. THOSE RULES ARE SET FORTH IN OAR 952-001-0010 THROUGH OAR 952-001-0090. THE CONTRACTOR MAY OBTAIN COPIES OF THE RULES BY CALLING THE UTILITY NOTIFICATION CENTER. (NOTE: THE TELEPHONE NUMBER FOR THE OREGON UTILITY NOTIFICATION CENTER IS 503-246-6699.)

POPULATION	CURRENT	YEAR 2045
INFLUENT FLOWS	9,893	11,643
AVERAGE DRY WEATHER FLOW (ADWF) ANNUAL AVERAGE FLOW (AAF) AVERAGE WET WEATHER FLOW (AWWF) MAX MONTH DRY WEATHER FLOW (MMDWF) MAX MONTH WET WEATHER FLOW (MMWWF) MAX DAY WET WEATHER FLOW (MDWWF) PEAK INSTANTANEOUS FLOW (PIF)	0.9 MGD 1.5 MGD 2.2 MGD 2.6 MGD 3.6 MGD 7.8 MGD 11.8 MGD	1.1 MGD 1.9 MGD 2.6 MGD 3.1 MGD 4.3 MGD 9.4 MGD 12.4 MGD
INFLUENT LOADS	CURRENT	<b>YEAR 2045</b>
cBOD ANNUAL AVERAGE MAX MONTH DRY MAX MONTH WET TSS	1,200 LB/DAY 1,700 LB/DAY 1,800 LB/DAY	1,400 LB/DAY 2,000 LB/DAY 2,100 LB/DAY
ANNUAL AVERAGE MAX MONTH DRY MAX MONTH WET	1,700 LB/DAY 2,600 LB/DAY 2,900 LB/DAY	2,000 LB/DAY 3,000 LB/DAY 3,400 LB/DAY
NPDES PERMIT LIMITS	ERAGE EFFLUENT	
MONTH MAY 1 - OCT 31 mg/L LB/I CBOD5 < 10 12 TSS < 10 12 TOTAL AMMONIA-NITROGEN < 5.1 pH 6.3-9 NOV 1 - APRIL 30	D mg/L LB/D 0 15 180	MAX DAILY mg/L LB/D 240 240 11 6.3-9
CBOD5 < 15 290 TSS < 20 35 TOTAL AMMONIA-NITROGEN < 5.1 pH 6.3-9		630 690 11 6.3-9
INFLUENT PUMP STATION		
HIGH FLOW PUMP TYPE CONTROL NUMBER HP (EACH) DESIGN POINT	12.4 MGD (	SUBMERSIBLE VFD 3 70 (8,757 GPM) @ 48' TDH
LOW FLOW PUMP TYPE CONTROL NUMBER HP (EACH) DESIGN POINT MIN SYSTEM CAPACITY FIRM SYSTEM CAPACITY	0.50 MGD	SUBMERSIBLE VFD 2 20 (1,251 GPM) @ 42' TDH 0 (348 GPM) @ 31' TDH 20 GPM) @ 50, 48 TDH
COMBINED FORCE MAIN VELOCITY CURRENT AAF (12" FM) 2045 AAF (12" FM) 2045 PIF (24" FM)		3.43 FT/SEC 4.35 FT/SEC 7.44 FT/SEC
INFLUENT FLOW METER TYPE NUMBER SIZE	М	AGNETIC FLOW METER 2 24, 8 INCH

# PHASE 1 60% SUBMITTAL

NOTICE IF THIS BAR DOES NOT MEASURE 1" THEN DRAWING IS NOT TO SCALE DATE BY REVISION

BJS DESIGNED SMB DRAWN PLVM CHECKED

PRELIMINARY ONLY DO NOT USE FOR CONSTRUCTION MARCH 2022

**West Yost** 





**MAHLER WATER** RECLAMATION FACILITY
Sweet Home
IMPROVEMENTS PROJECT PHASE 1

PROJECT NO.:

**GENERAL** 

**DESIGN CRITERIA** 

G-005

19-2605 SCALE: NO SCALE DATE: June 2022 XX of XXX

POPULATION	CORREIVI	1 EAR 2045
INFLUENT FLOWS	9,893	11,643
AVERAGE DRY WEATHER FLOW (ADWF)	0.9 MGD	1.1 MGD
ANNUAL AVERAGE FLOW (AAF)	1.5 MGD	1.1 MGD 1.9 MGD
AVERAGE WET WEATHER FLOW (AWWF)	2.2 MGD	2.6 MGD
MAX MONTH DRY WEATHER FLOW (MMÓWF) MAX MONTH WET WEATHER FLOW (MMWWF)	2.6 MGD	3.1 MGD
MAX MONTH WET WEATHER FLOW (MMWWF)	3.6 MGD	4.3 MGD
MAX DAY WET WEATHER FLOW (MDWWF) PEAK INSTANTANEOUS FLOW (PIF)	7.8 MGD 11.8 MGD	9.4 MGD 12.4 MGD
FEAR INSTANTANEOUS FEOW (FIT)	11.0 MGD	12.4 1100
INFLUENT LOADS	CURRENT	YEAR 2045
cBOD		
ANNUAL AVERAGE	1,200 LB/DAY	1,400 LB/DAY
MAX MONTH DRY MAX MONTH WET	1,700 LB/DAY 1,800 LB/DAY	2,000 LB/DAY 2,100 LB/DAY
TSS	1,000 LD/ DA1	2,100 LB/ DA1
ANNUAL AVERAGE	1,700 LB/DAY	2,000 LB/DAY
MAX MONTH DRY	2,600 LB/DAY	3,000 LB/DAY
MAX MONTH WET	2,900 LB/DAY	3,400 LB/DAY
NPDES PERMIT LIMITS	ERAGE EFFLUENT	
MONTE	HLY WEEKLY	MAX DAILY
MAY 1 - OCT 31 mg/L LB/		mg/L LB/D
CBOD5 < 10 12 TSS < 10 12		240 240
TOTAL AMMONIA-NITROGEN < 5.1	20 15 160	11
pH 6.3-9		6.3-9
NOV 1 - APRIL 30		
CBOD5 < 15 29 TSS < 20 39		630 690
TSS < 20 35 TOTAL AMMONIA-NITROGEN < 5.1	50 30 320	11
pH 6.3-9		6.3-9
HEADWORKS	CURRENT	YEAR 2045
CHANNEL WIDTH		
APPROACH CHANNEL	2 FT	2.5 FT
SCREEN CHANNEL	2 FT	4 FT
APPROACH CHANNEL VELOCITIES		
VELOCITY @ AAF		1.7 FT/S
VELOCITY @ MMWWF		2.0 FT/S
VELOCITY @ PiF		2.8 FT/S
SCREEN CHANNEL VELOCITIES		
VELOCITY @ AAF		2.4 FT/S
VELOCITY @ MMWWF		2.9 FT/S
VELOCITY @ PIF		3.9 FT/S
FINE SCREENS		MULTIDAKE
TYPE NUMBER		MULTIRAKE 2
OPENING		1 "
CAPACITY (EACH)		12.4 MGD
HEAD LOSS (EACH) @ PIF SCREENINGS CONVEYOR		6 INCH
TYPE		SLUICE
NUMBER		1
TROUGH WIDTH		22 INCHES
LENGTH SCREENING WASHING AND COMPACTION		17 FT
TYPE		WASH PRESS
NO.		1
WATER DEMAND GRIT REMOVAL		10 GPM
TYPE		VORTEX
NUMBER		1
CAPACITY		12.4 MGD
GRIT PUMP TYPE		CENTRIFUGAL
CAPACITY		250 GPM @ 8.5 FT TDH
HORSEPOWER		10
GRIT CLASSIFICATION		1/12 1 MCD
GRIT CYCLONE (NUMBER/CAPACITY) GRIT CLASSIFIER (NUMBER/CAPACITY)		1/12.4 MGD 1/12.4 MGD
The second rest (not bely shi herri)		1, 12 1100

**CURRENT** 

**YEAR 2045** 

**POPULATION** 

PRIMARY CLARIFIER	
NUMBER	3
WIDTH X LENGTH SIDEWATER DEPTH	20 FT X 80 FT 12 FT
VOLUME (EACH) TOTAL SURFACE AREA	143,616 GAL 4,800 FT <sup>2</sup>
TOTAL WEIR LENGTH DETENTION TIME	348 FT 0.8 - 11.5 HR
CURRENT SURFACE OVERFLOW RATE ADWF	188 GPD/FT <sup>2</sup>
MMWWF PIF	750 GPD/FT <sup>2</sup> 2,458 GPD/FT <sup>2</sup>
2045 SURFACE OVERFLOW RATE ADWF	229 GPD/FT <sup>2</sup>
MMWWF PIF CURRENT WEIR LOADING RATE	896 GPD/FT <sup>2</sup> 2,583 GPD/FT <sup>2</sup>
AWDF MMWWF	2,586 GPD/FT 10,345 GPD/FT
PIF (W/5.4 MGD BYPASS) 2045 WEIR LOADING RATE	33,908 GPD/FT
ADWF MMWWF	3,161 GPD/FT 12,356 GPD/FT
PIF PRIMARY SLUDGE PUMP	35,632 GPD/FT
TYPE NUMBER	ROTARY LOBE
HP CAPACITY (EACH)	150 GPM @ 19 TDH, PRIMARY
AERATION BASINS	SLUDGE 2% SOLIDS
NUMBER OF BASINS EXISTING BASINS	2
NEW BASINS BASIN VOLUME (EA)	0.17 MG
AVERAGE SIDEWATER DEPTH (2045 AAF) MLSS	12.2 FT 2,400 - 3,400 MG/L
OBSERVED YIELD RATIO WAS	0.77 LB VS/LB BOD 300-4100 PPD
WAS (2045 AVE) NUMBER OF CELLS PER BASIN	1500 PPD 3
CELL VOLUME PER TRAIN CELL A=SWING	37,000 GAL
CELL B=AEROBIC 1 CELL C=AEROBIC 2	75,000 GAL 61,000 GAL
BASIN EQUIPMENT (TOTAL) SUBMERSIBLE MIXER	3
HP (EACH) INTERNAL RECYCLE PUMPS	4
QUANTITY TYPE	3 AXIAL FLOW
HP (EACH) CAPACITY (EACH)	20 2,000 GPM @ 8' TDH
DIFFUSER TYPE PROCESS BLOWERS	9" DISC, FINE BUBBLE
LARGE NUMBER	2 40
HP (EACH) CAPACITY (EACH) DISCHARGE PRESSURE	800 SCFM 7.3 PSI
SMALL NUMBER	7.5 751
HP (EACH) CAPACITY (EACH)	25 400 SCFM
DISCHARGE PRESSURE	7.3 PSI
SECONDARY CLARIFIERS NUMBER	2
DIAMETER (EXISTING) DIAMETER (NEW)	1 @ 60 FT 1 @ 90 FT
SIDEWATER DEPTH (SMALL) SIDEWATER DEPTH (LARGE)	12 FT 16.5 FT
VOLUME (SMALL) VOLUME (LARGE)	0.32 MG 0.79 MG
TOTAL SURFACE AREA (SF) TOTAL WEIR LENGTH	9,189 FT <sup>2</sup> 714 FT
SURFACE OVERFLOW RATE (BOTH IN SERV:	ICE) 751 GPD/FT <sup>2</sup>
PIF AVERAGE WEIR OVERFLOW RATE (BOTH	2,024 GPD/FT <sup>2</sup>
MMWWF PIF	39,500 GPD/FT
SOLIDS OVERFLOW RATE (BOTH IN SER' MMWWF (ASSUMES ML=3,500 MG/L)	0.91 LB/DAY/FT <sup>2</sup>
PIF (ASSUMES ML=3,500 MG/L)	1.06 LB/DAY/FT <sup>2</sup>
NEW	
NUMBER DIAMETER	1 86 FT
SIDEWATER DEPTH VOLUME	15 FT 0.54 MG 5809 FT <sup>2</sup>
TOTAL SURFACE AREA TOTAL WEIR LENGTH SINGLE CLADIFIED OPERATION	270 FT
SINGLE CLARIFIER OPERATION SURFACE OVERFLOW RATE MMWWF (0.330 TO CL4)	545 GPD/FT <sup>2</sup>
MMWWF (0.33Q TO CL4) PIF (0.33Q TO CL4) WEIR LOADING RATE	1462 GPD/FT <sup>2</sup>
MMWWF (0.33Q TO CL4) PIF (0.33Q TO CL4)	8,488 GPD/FT 29,230 GPD/FT
SOLIDS LOADING RATE (3000MG/L IN AB RAS)	

## **TERTIARY FILTER** NUMBER NUMBER OF DISKS PER FILTER MAX FILTER LOADING RATE MIN FILTER LOADING RATE SOLIDS LOADING RATE INFLUENT TSS EFFLUENT TSS **UV DISINFECTION CHAMBER** MINIMUM UV TRANSMITTANCE DESIGN DOSE NUMBER OF CHANNELS NUMBER OF BANKS PER CHANNEL **UTILITY WATER PUMPS** NUMBER TYPE CONTROL HP (EACH) **SC60 RAS PUMP STATION** RAS PUMP TYPE CONTROL NUMBER HP **SC60 WAS PUMP STATION** WAS PUMP TYPE CONTROL NUMBER SC90 RAS PUMP STATION RAS PUMP TYPE CONTROL NUMBER HP **SC90 WAS PUMP STATION** WAS PUMP TYPE CONTROL NUMBER HP **SCUM PUMP STATION** PUMP TYPE CONTROL NUMBER HP (EACH) DESIGN POINT FORCE MAIN SIZE **SLUDGE BLENDING** SLUDGE BLEND TANK SLUDGE BLEND TANK TYPE QUANTITY VOLUME MIXING SYSTEM QUANTITY CAPACITY FLOCCULATION TANK NUMBER VOLUME FLOCCULATION TANK MIXER NUMBER ROTARY DRUM THICKENER NUMBER FLOW RATE MIN INLET CONCENTRATION MIN OUTLET CONCENTRATION AVG INLET CONCENTRATION AVG OUTLET CONCENTRATION HP EMULSION POLYMER MAKEUP/FEED SYSTEM POLYMER METERING PUMP RANGE **RDPS** RDPS PUMP TYPE CONTROL NUMBER HP

```
1.4 GPM/SF
2.0 LB/SF/D
20 MG/L
5 MG/L
                 65%
30 MJ/CM<sup>2</sup>
  3 (2 DUTY, 1 REDUNDANT)
 2(1 DUTY +1 REDUNDANT)
VERTICAL TURBINE
              SUBMERSIBLE
                       VFD
                     15 HP
              SUBMERSIBLE
                       VFD
                     10 HP
              SUBMERSIBLE
                       VFD
                     20 HP
              SUBMERSIBLE
                       VFD
2
                     15 HP
      PROGRESSIVE CAVITY
             LEVEL SENSOR
           40 gpm @ 8'TDH
GLASS-LINED BOLTED STEEL
                 60,000 GAL
PUMP MIX
                   140 GPM
                    345 GAL
                    65 GPM
           DIRECT COUPLED
        2.42 GAL PER HOUR
               SUBMERSIBLE
           CONSTANT SPEED
```

PRIMARY ANAEROBIC DIGESTIC	ON
MAX MONTH DS TSS (2045)	3,273 [
MAX MONTH VSS (2045) GAS PRODUCTION (2045)	1,285 F 23,559 C
ASSUMED AVERAGE SOLÍDS CONCENTRATION IN NEW PRIMARY ANAEROBIC DIGESTER	DIGESTION/STORAGE 2.6
DIAMETER	40
DEPTH PROCESS VOLUME	45
PROCESS VOLUME DETENTION TIME @ MAX MONTH TSS (2045)	400,000 C 36 D
DIGESTER GAS PRODUCTION	13.60
START-UP (2023) MINIMUM LOADING	13 SC 13 SC
AVERAGE LOADING FUTURE (2045)	16 SC 40 SC
1010KE (2043)	40 30
ANAEROBIC DIGESTER MIXING	SYSTEM
PRIMARY ANAEROBIC DIGESTER MIXING TYPE	PUMP MIX
NUMBER	1
HP	30 2 200 CPM @ 30 FT TDU
DESIGN POINT DIGESTED SLUDGE HOLDING TANK	2,200 GPM @ 38 FT TDH
TYPE	GLASS-LINED BOLTED STEEL
NUMBER VOLUME	1 100,000 GAL
DIGESTER HEATING SYSTEM	
DIGESTER RECIRCULATION PUMP	2
NUMBER TYPE	2 SCREW CENTRIFUGAL
HP	5
DESIGN POINT PRIMARY BOILER	500 GPM @ 25 FT TDH
NUMBER	1
TYPE PRIMARY FUEL TYPE	INDIRECT FIRE BIO GAS
BACKUP FUEL TYPE	NATURAL GAS
CAPACITY (OUTPUT)	775,000 BTU/H 25 GPM
HOT WATER FLOW RATE HOT WATER LOOP DESIGN TEMP	160 F
HOT WATER PUMPS	2
NUMBER TYPE	2 CENTRIFUGAL
HP	1/8
DESIGN POINT SLUDGE HEAT EXCHANGER	25 GPM @ 10 FT TDH
PRIMARY	
NUMBER TYPE	1 TUBE IN TUBE
SLUDGE FLOW RATE	500 GPM
HOT WATER FLOW RATE	VARIABLE, 50 GPM MAX 95 - 96 F
SLUDGE TEMPERATURE HOT WATER TEMPERATURE	95 - 96 F 145 - 160 F
CAPACITY	250,000 BTU/H
DEWATERING EQUIPMENT	
FLOCCULATION TANK	
NUMBER VOLUME	1 285 GAL
FLOCCULATION TANK MIXER	
NUMBER HP	1 1
SCREW PRESS	
NUMBER 2043 MMWW SOLIDS LOADING	1 569 DRY LBS PER HOUR
CAPACITY	45 GPM @ 2.5% TOTAL SOLIDS
	57 GPM @ 2% TOTAL SOLIDS 76 GPM @ 1.5% TOTAL SOLIDS
DEWATERED SLUDGE % SOLIDS	18-22%
SOLIDS CAPTURE RATE	95%
SCREW CONVEYOR	
TYPE	SHAFTLESS SCREW CONVEYOR 1 ANGLED, 1 HORIZONTAL
NUMBER CAPACITY	566 LB/HR @ 2043 MMWW LOADS
HP	3
EMULSION POLYMER MAKEUP/FEED SYSTEM	
NUMBER HP	1 1
POLYMER METERING PUMP RANGE	2-9 GAL PER HOUR

**ELECTRICAL LOADS (KVA)** 

TRANSFORMER GENERATOR 1.5 MVA 900 KW 24 HR BELLY SWITCHBOARD MOUNT (MSB-1) TANK TYPE

DEWATERED CAKE PRODUCTION @ 18% SOLIDS (2045)

## **PHASE 2 60% SUBMITTAL**

584 DRY TONS/YR

NOTICE IF THIS BAR DOES NOT MEASURE 1" THEN DRAWING IS NOT TO SCALE REVISION

DESIGNED SMB DRAWN PLVM CHECKED

PRELIMINARY ONLY MARCH 2022 **West Yost** 

MMWWF (0.33Q TO CL4) PIF (0.33Q TO CL4)



13.7 LB/DAY/FT<sup>2</sup> 36.6 LB/DAY/FT<sup>2</sup>



**MAHLER WATER RECLAMATION FACILITY IMPROVEMENTS PROJECT** PHASE 2

**DESIGN CRITERIA** 

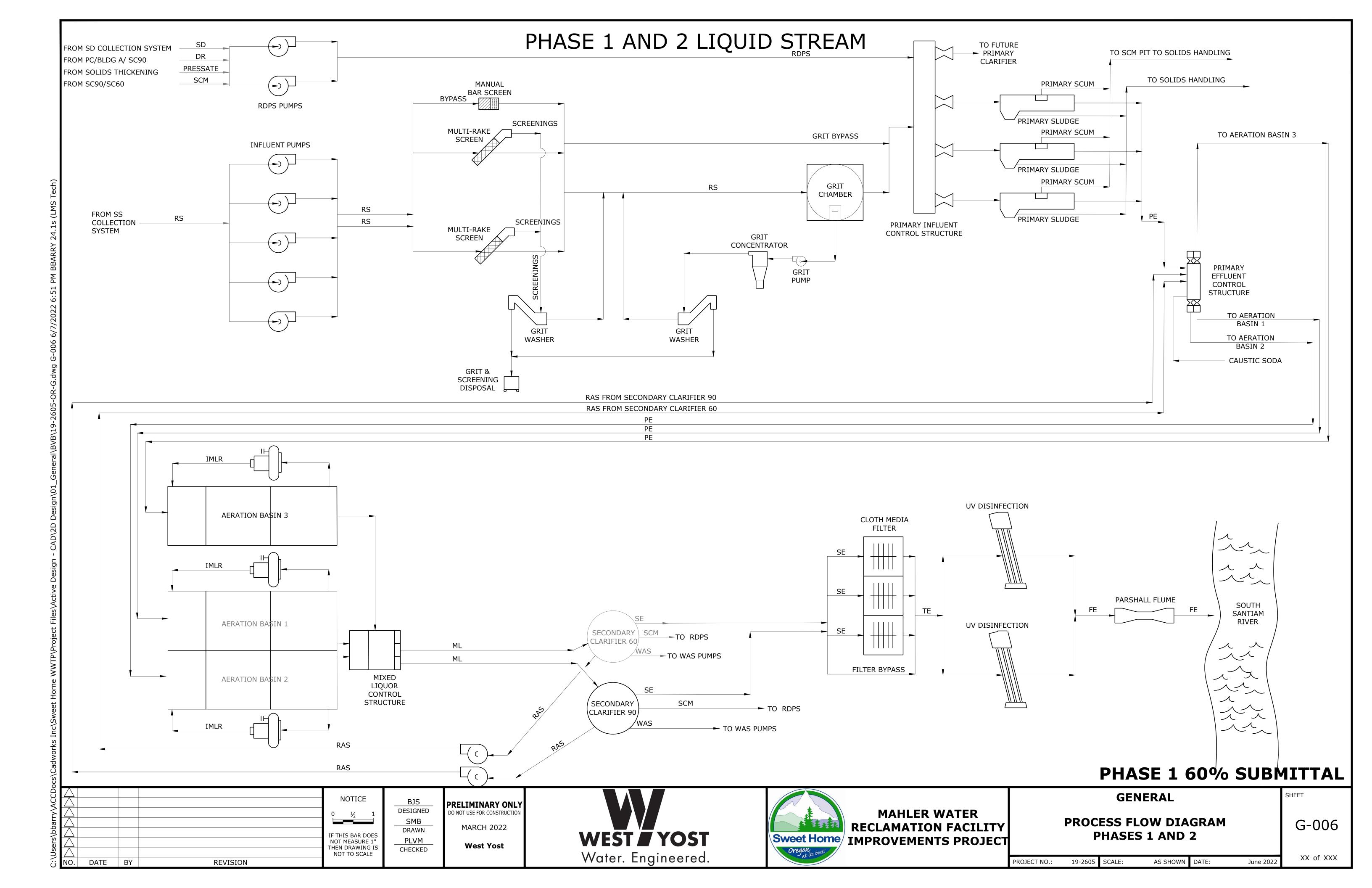
**GENERAL** 

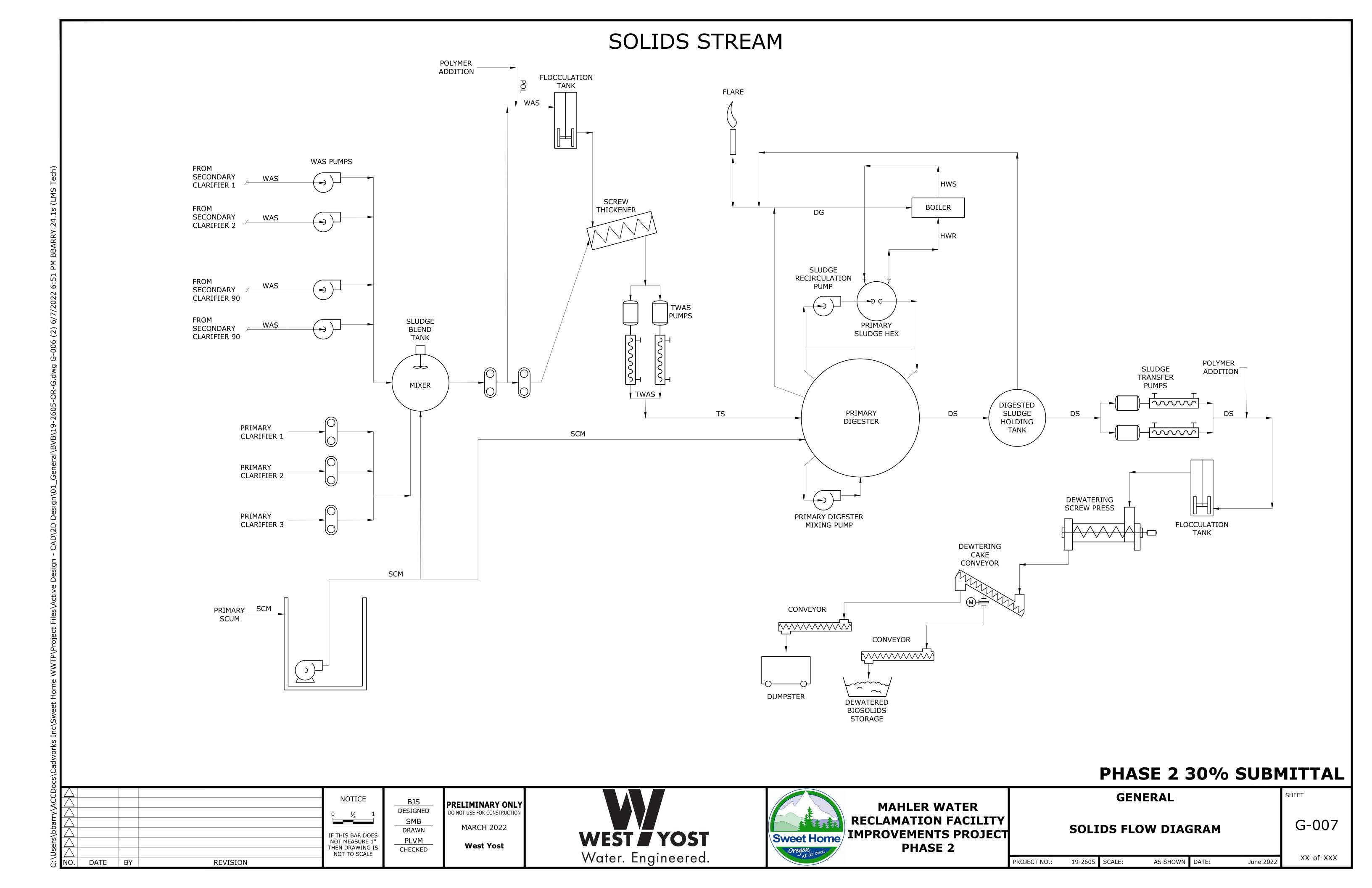
G-005

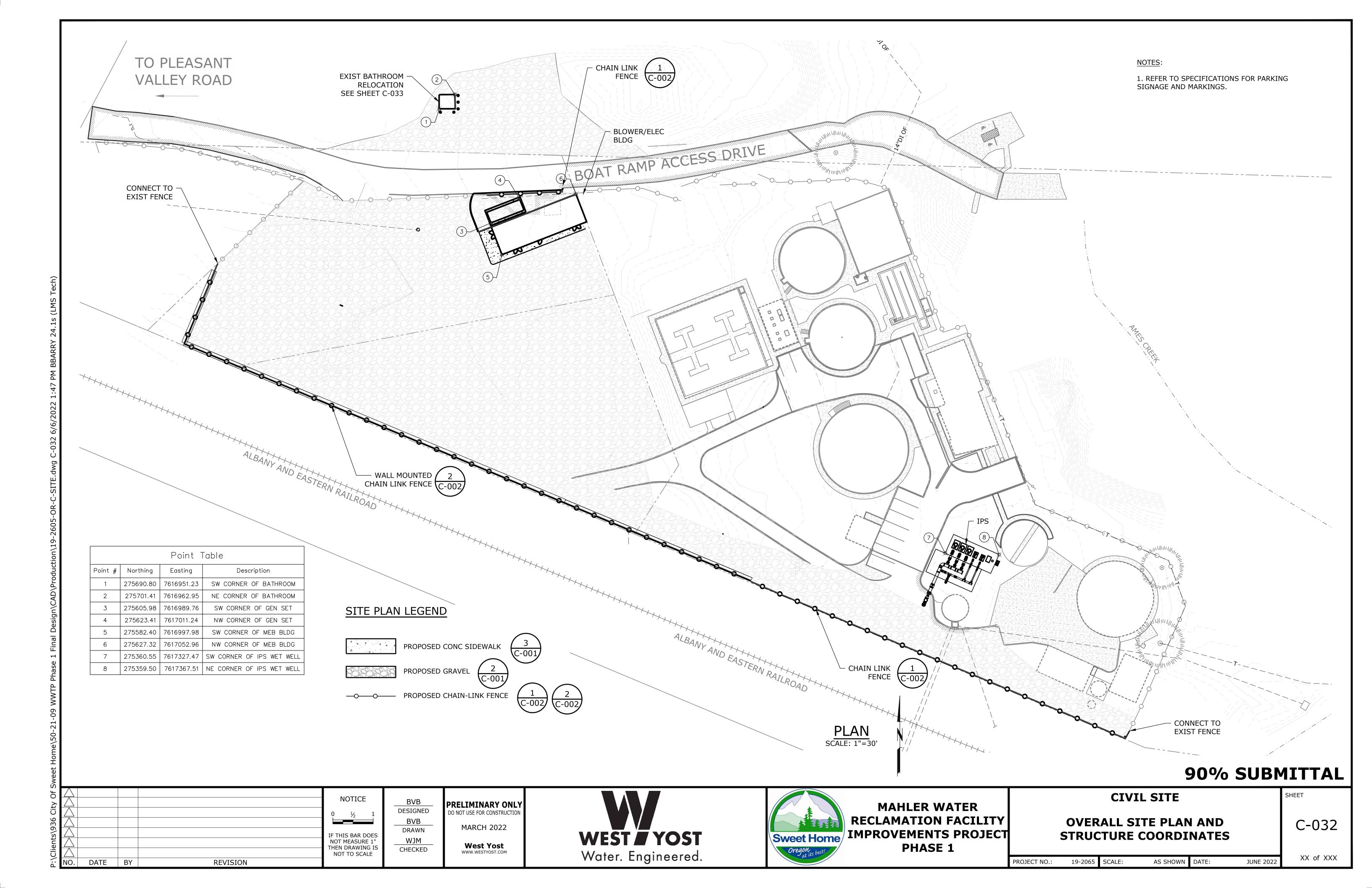
SHEET

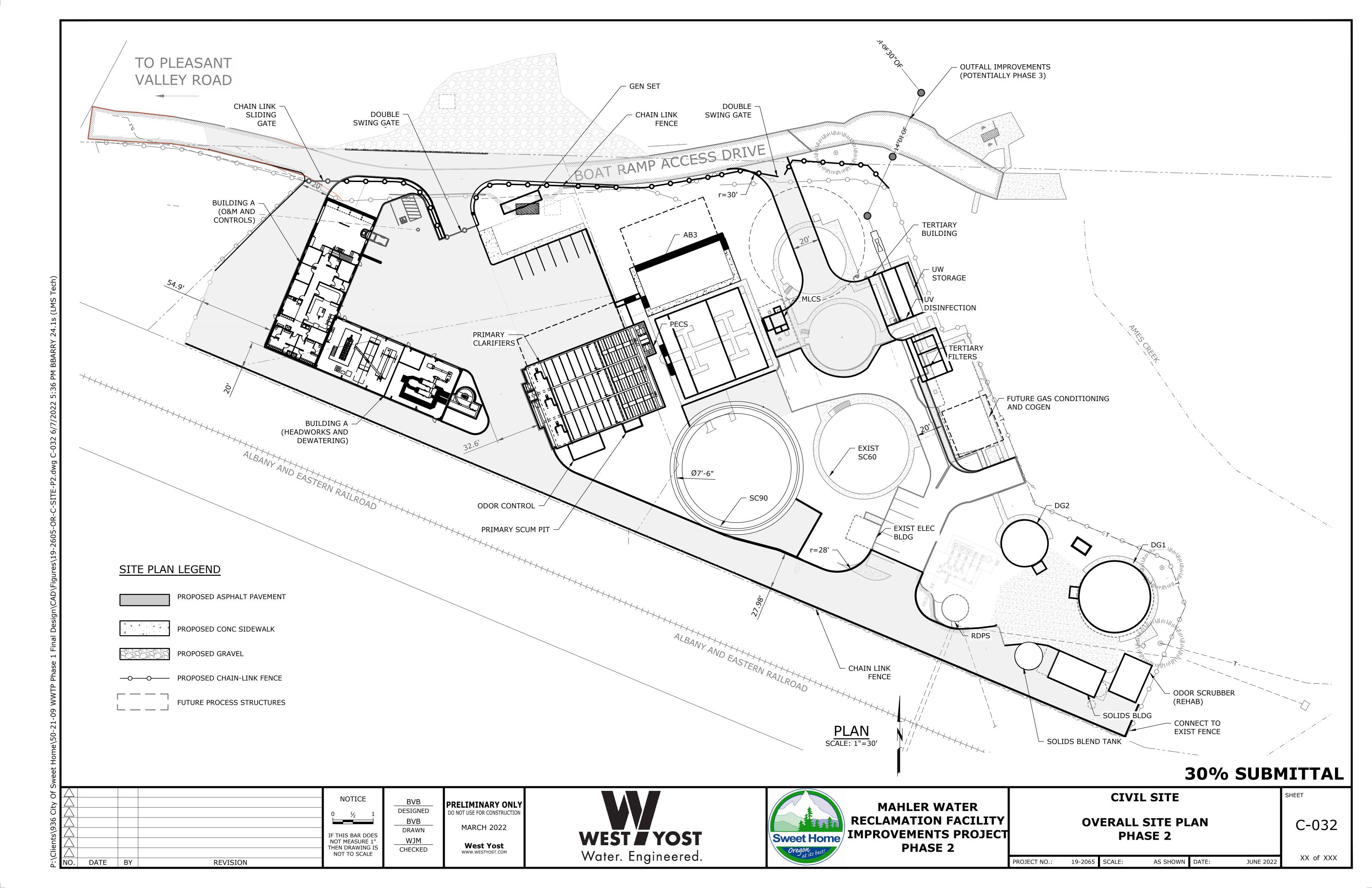
19-2605 SCALE: NO SCALE DATE 8 of 413

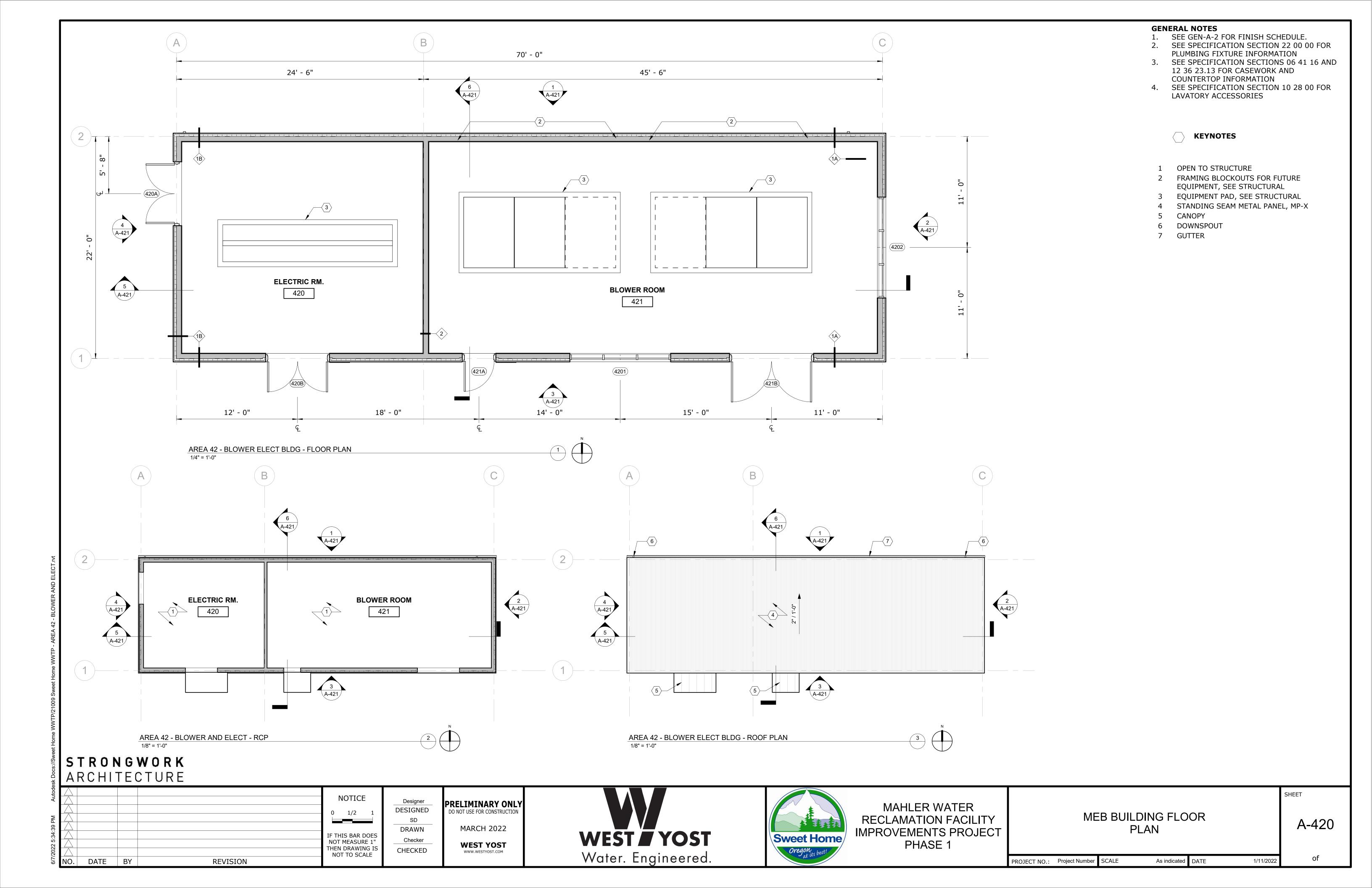
PROJECT NO.:











## Attachment C

## **Evaluation Criteria**

## **Attachment C SOQ Evaluation Criteria and Scoring**



Bidders SOQ's which pass the Part I pass/fail criteria will be quantitatively evaluated by the Owner using a 2-step process as follows:

**Step 1 (200 total points):** Evaluation of SOQ Part II and Part III related to Company history, performance, compliance and project and leadership team experience.

Step 2 (additional 100 points): Reference checks and interviews, if required.

## Step 1 Evaluation, Scoring Criteria and Points Allocated

SOQ Scoring Section	Points Allocated
Company History, Performance and Compliance	
History of Business and Organizational Performance	15
Licenses	10
Disputes	15
Criminal Matters and Related Civil Suits	10
Bonding	20
Compliance	30
Part II: Company History, Performance and Compliance	100 (min 60 to pass)
Part III: Company Project and Leadership Team Experience	100 (min 60 to pass)
Step 1 Total Points Allocated	200 (min 120 to pass)

## **Step 1 Intermediate Determination of Prequalification Status**

Following Step 1 review, Owner will make the following determinations:

**Step 1 Pre-Qualified Bidders:** Bidders receiving a score of 75 points or higher for both Parts II and III will be listed as pre-qualified by the Owner. Owner reserves the right to conduct reference checks for Step 1 pre-qualified Bidders. **Bidders pre-qualified by Owner in Step 1 will not be subject to Step 2 scoring.** 

**Step 1 Not Pre-Qualified:** Bidders receiving less than 60 points on either Part II or Part III will be listed as not pre-qualified following Step 1 and will not be considered for Step 2 scoring

**Step 2 Reference Checks Required:** Bidders receiving a score between 60-74.9 points on either Part II or Part III will be listed as requiring Step 2 reference checks and interviews.

## Step 2 Evaluation, Scoring Criteria and Points Allocated

Owner will conduct reference interviews for Bidders based on Step 1 scoring indicated. A total of 100 additional points will be allocated for Step 2 reference checks and interviews, bringing the total available points to 300. Scores from Step 1 and Step 2 will be added. A minimum total score of 200 out of 300 points shall be required to be pre-qualified following Step 2.

#### Concord

1001 Galaxy Way, Suite 310 Concord CA 94520 925-949-5800

#### Davis

2020 Research Park Drive, Suite 100 Davis CA 95618 530-756-5905

## Eugene

1650 W 11th Avenue, Suite 1-A Eugene OR 97402 541-431-1280

## **Lake Forest**

23692 Birtcher Drive Lake Forest CA 92630 949-420-3030

## Lake Oswego

5 Centerpointe Drive, Suite 130 Lake Oswego OR 97035 503-451-4500

## Oceanside

804 Pier View Way, Suite 100 Oceanside CA 92054 760-795-0365

## Olympia

825 Legion Way SE, Suite A6 Olympia WA 98501 360-350-4523

## Phoenix

4505 E Chandler Boulevard, Suite 230 Phoenix AZ 85048 602-337-6110

#### Pleasanton

6800 Koll Center Parkway, Suite 150 Pleasanton CA 94566 925-426-2580

## Sacramento

8950 Cal Center Drive, Bldg. 1, Suite 363 Sacramento CA 95826 916-306-2250

## San Diego

11939 Rancho Bernardo Road, Suite 100 San Diego CA 92128 858-505-0075

## Santa Rosa

2235 Mercury Way, Suite 105 Santa Rosa CA 95407 707-543-8506

