



REQUEST FOR QUALIFICATIONS

FOR PROGRESSIVE DESIGN-BUILD SERVICES FOR PURIFIED WATER PIPELINE PROJECT

PROJECT NO. 91384001

DEADLINE TO SUBMIT STATEMENT OF QUALIFICATIONS:
March 11, 2016 at 2 p.m. PST

Issuance Date: January 15, 2016

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ABBREVIATIONS

Whenever in this RFQ the following abbreviations are used, the intent and meaning shall be interpreted as follows.

AACE	Association for the Advancement of Cost Engineering
AF	Acre-foot
AFY	Acre-foot per year
BAAQMD	Bay Area Air Quality Management District
CalEPA	California Environmental Protection Agency
CCR	California Code of Regulations
CEQA	California Environmental Quality Act
CFR	Code of Federal Regulations
CWA	Federal Clean Water Act
DB	Design-Build
DDW	Division of Drinking Water Programs (under SWRCB)
DPR	Direct Potable Reuse
EPA	United States Environmental Protection Agency
EPWP	Expedited Purified Water Program
GMP	Guaranteed Maximum Price
GWR	Groundwater Replenishment Regulations
IPR	Indirect Potable Reuse
MGD	Million Gallons per Day
NEPA	National Environmental Policy Act
NPDES	National Pollution Discharge Elimination System
NPR	Non-Potable Reuse
PCC	California Public Contract Code
PCSI	Process Control System Integrator
RFP	Request for Proposals
RFQ	Request for Qualifications
RWF	San Jose/Santa Clara Regional Wastewater Facility
RWQCB	California Regional Water Quality Control Board
SOQ	Statement of Qualifications
SVAWPC	Silicon Valley Advanced Water Purification Center
SWRCB	California State Water Resources Control Board

DEFINITION OF TERMS

Whenever in this RFQ the following terms or pronouns in place of them are used, the intent and meaning shall be interpreted as follows.

Advanced Recycled Water—(used interchangeably with “purified water” or “highly purified water”). Treatment of source water from a wastewater treatment plant (e.g., secondary or tertiary effluent) using advanced treatment processes such as microfiltration, reverse osmosis, and ultraviolet disinfection with or without advanced oxidation.

Design-Build (DB)—Project delivery method in which both the design and construction of a project are procured from a single entity.

Design-Build Contract—The agreement to be entered into between the Design-Builder and the DISTRICT, including the appendices and the transaction forms, to perform the contract services. The initial Design-Build Contract covers only Stage 1 Services. Subsequent to completion of Stage 1 Services by the Design-Builder and acceptance by the DISTRICT of such services, the Design-Build Contract may be amended to include Stage 2 Work by executing a Design-Build Contract Amendment.

Design-Build Contract Amendment— Following completion of the Stage 1 Services, the Guaranteed Maximum Price including, but not limited to, Scheduled Acceptance Date, minimum design and construction requirements, acceptance standards, and acceptance test plans will be incorporated into the Design-Build Contract through a “Design-Build Contract Amendment.” Additional definitions will be included in the Draft Design-Build Contract as part of the Request for Proposals.

Design-Build Team (DB Team)—The DB Entity itself and other entities / firms identified by the DB Entity as members of its team. Members shall include the General Contractor, the Principal Engineering Firm, and Other Design Firm(s) or Subcontractor(s), if any.

Design-Builder or Design-Build Entity—A corporation, limited liability company, partnership, joint venture, or other legal entity that will provide appropriately licensed construction, architectural, and engineering services as needed pursuant to a Design-Build Contract. The Design-Build Entity will be the entity required to enter into the Design-Build Contract with the DISTRICT. The Design-Builder has the overall responsibility for the PROJECT and is ultimately the single-point of responsibility for all aspects of the design and construction of the PROJECT.

Design Services—Preparation of preliminary, detailed and final plans and specifications and construction contract documents including, but not limited to, technical memoranda and basis of design reports.

EPWP—The Expedited Purified Water Program being undertaken by the DISTRICT as described in Section 2.2. Expedited Purified Water Program.

General Contractor—The general contractor, holding a current, valid, California Class “A” General Engineering Contractors License in good standing that will assume primary responsibility for the subcontracting, management, supervision and administration of the construction of the PROJECT.

Key Personnel— See definition stated in Attachment E Part VI of this RFQ.

Other Design Firm—Any firm with licensed engineers that is not the Principal Engineering Firm and will provide Design Services for the PROJECT.

Owner—Santa Clara Valley Water District or DISTRICT.

P3 or Progressive P3 or P3 Delivery Method – A public-private partnership in which the P3 Entity will undertake the design, building, financing, operations and maintenance of the EPWP in order to provide water treatment, conveyance and recharge services to the DISTRICT as described in Section 3 of this RFQ. For purposes of this RFQ, the terms “P3,” “Progressive P3,” and “P3 Delivery Method” have the same meaning.

Post-Construction Period—The period following the Acceptance Date, during which the Design-Builder may be required to perform Post-Construction Services

Post-Construction Services—The services to be provided by the Design-Builder during the Post-Construction Period. These services may include, but are not limited to, initial operations support and process optimization services. Further details will be provided during the RFP process.

Principal Engineer— The individual providing professional engineering services who will have primary responsibility for Design Services according to the Design-Build Contract.

Principal Engineering Firm—The firm with licensed engineers whose stamp will appear on PROJECT construction documents.

Process Control System Integrator (PCSI)—The firm that has primary responsibility for providing all services and equipment for the PROJECT’s facility controls, local communication networks, local interfaces to remote communication networks, and PROJECT field instrumentation.

Reporting Entities— See definition stated in Attachment E Part VII of this RFQ.

Respondent—The Design-Build Entity responding to this RFQ by submitting the SOQ.

Stage 1 First Chargeable Date (Stage 1 FCD)— After all required insurance and bonds are on file with the DISTRICT and the Design-Build Contract is executed by the Design-Builder and the DISTRICT, the DISTRICT will issue a Notice to Proceed indicating the Stage 1 First Chargeable Date.

Stage 1 Services—The services that the Design-Builder will perform between the Stage 1 First Chargeable Date and the Stage 1 Completion Date.

Stage 2 First Chargeable Date (Stage 2 FCD)— After all required insurance and bonds are on file with the DISTRICT and the Design-Build Contract Amendment is executed by the Design-Builder and the DISTRICT, the DISTRICT will issue a Notice to Proceed indicating the Stage 2 First Chargeable Date.

Stage 2 Work—The services and work to be performed by the Design-Builder, following the Stage 2 First Chargeable Date that must be completed by the Scheduled Acceptance Date.

SECTION 1 – INTRODUCTION

1.1. Introduction

- A. Notice is hereby given that the Santa Clara Valley Water District (DISTRICT) is soliciting Statements of Qualifications (SOQs) for the Purified Water Pipeline Project (PROJECT) according to the content and format requirements set forth in this Request for Qualifications (RFQ).
- B. Refer to Section 1.6 of this RFQ for discussions of a dual-track procurement process the DISTRICT is pursuing.
- C. The SOQs will be reviewed and evaluated by the DISTRICT to create a short list of up to three most highly qualified Respondents. The SOQ evaluation criteria are described in Section 6 of this RFQ.
- D. Responses to any DISTRICT-issued RFP will only be accepted from short-listed Respondents.
- E. It is anticipated that the RFP will not limit the amount of Design-Build Work that the DB Entity can propose to self-perform.
- F. It is anticipated that, except as restricted by applicable law, the DISTRICT will reserve the right to require the Design-Builder to conduct a competitive bidding process for all elements of the construction work.
- G. Upon receipt and evaluation of Proposals, the DISTRICT will establish final ranking of the proposing Design-Build (DB) Entities based on selection criteria stated in the RFP. Conditioned on the DISTRICT selecting the Progressive DB track, contract negotiations will be initiated with the DB Entity whose proposal is determined to provide the overall best value to the DISTRICT, with such best value determination to be based upon evaluation of objective criteria to be set forth in the RFP. These criteria may include, but are not limited to, project approach, price, life-cycle costs, team qualifications and experience, and past performance.
- H. The DISTRICT anticipates proceeding with PROJECT delivery in two stages (or phases) using the progressive design-build delivery method (refer to Section 3 for details).
- I. The RFQ requires the DB Entity to identify and supply information regarding the DB Entity (which is the entity that will execute the Design-Build Contract), the General Contractor, the Principal Engineering Firm, and Other Design Firms (if any).

1.2. Obtaining the Request for Qualifications and Addenda

- A. The RFQ package and all addenda can be obtained through the DISTRICT's website (<http://www.valleywater.org/Design-Build.aspx>). Editable electronic files for Attachment E– Statement of Qualifications Forms will be included on the

same website. Some large documents will be made available in PDF format only via a File Transfer Application (FTA) site.

- B. All communications related to this RFQ Process, including addenda, will only be issued to the e-mail addresses provided on the RFQ Participant List.
- C. To be included on the RFQ Participant List, prospective Respondents must notify the DISTRICT of their interest in submitting an SOQ by e-mailing scvwdplanroom@valleywater.org.

1.3. Legal Authority

This procurement is structured to comply with the requirements of California Public Contract Code Sections 22160-22169 and the requirements of all other applicable California law.

1.4. DISTRICT Objectives

The DISTRICT's objectives for the PROJECT are as follows:

- Technical Requirements: Provide a pressurized pipeline that will reliably convey purified product water from the Silicon Valley Advanced Water Purification Center (SVAWPC) Expansion Project to the Los Gatos Recharge Ponds in full compliance with all applicable local, state and federal laws and regulations. More specific requirements will be included in the RFP.
- Cost: Minimize life-cycle costs over a minimum 20-year cycle.
- Schedule: Refer to Section 4 for the Procurement Schedule for the PROJECT.

The DISTRICT strives to reduce greenhouse gas emissions to achieve carbon neutrality by 2020. More details will be provided in the RFP.

The DISTRICT encourages utilization of small businesses by the Design Builder during PROJECT design and construction. The DISTRICT recognizes the State Department of General Services small business definition and certification. More details will be provided in the RFP.

1.5. Other DISTRICT DB Contract Procurement

Simultaneously to this RFQ procurement, the DISTRICT is also soliciting SOQs for Progressive DB services for the SVAWPC Expansion Project. This project is intended to produce between 16 and 32 million gallons per day (MGD) of highly purified water that is suitable for indirect potable reuse in compliance with California Groundwater Replenishment Regulations and pertinent laws and regulations. If you are interested in this procurement, please contact the DISTRICT Contact indicated in Section 4.1 of this RFQ for further details. Note that both the SVAWPC Expansion Project and the Purified Water Pipeline Project are components of the EPWP.

1.6. Dual-Track Procurement Process

The DISTRICT is pursuing a dual-track procurement process in which the Progressive DB Solicitations (SVAWPC Expansion and Pipeline Projects) will proceed simultaneously with the Progressive P3 Solicitation. Respondents are invited to pursue more than one solicitation.

The DISTRICT's objective in pursuing a dual-track procurement process is to determine, through review and comparison of Progressive P3 Proposals and Progressive DB Proposals, whether to undertake a Progressive P3 delivery method or a Progressive DB delivery method for the EPWP and its component projects. The DISTRICT intends to take a decision on delivery method, and to select the P3 Entity and/or DB Entity or Entities, upon completion of its review of Proposals from the three tracks.

Factors that the DISTRICT will consider in the evaluation of a Progressive Design-Build delivery method against a Progressive P3 delivery method include the following:

Potential Differentiating Factors Favoring P3 to Design-Build

1. Timing: Can a P3 delivery method shorten the time to in-service?
2. Risk: Can a P3 delivery method transfer risk away from the DISTRICT?
3. Cost: Can a P3 delivery method lower lifecycle cost?

If you are interested in the Progressive P3 procurement, please contact the DISTRICT Contact indicated in Section 4.1 of this RFQ for further details. The DISTRICT retains complete discretion to determine the preferred project delivery method.

1.7. Methodology for Comparing Proposals and Determining Delivery Method

The criteria that the DISTRICT will use to evaluate and score Progressive P3 Proposals and Progressive DB Proposals will be developed prior to release of the RFP. The DISTRICT may seek input from short-listed Respondents regarding such evaluation criteria.

The DISTRICT expects to compare the proposed cost of completing the Stage 1 activities. Under the Progressive DB delivery method, such costs may include the Proposed Stage 1 fee. Under the Progressive P3 delivery method, such costs will be the proposed termination payment payable in the event that the P3 Entity and the DISTRICT are unable to reach agreement on terms for Stage 2.

The DISTRICT will also consider innovative ideas provided by Respondents during the RFQ and RFP stages of procurement.

1.8. Additional Information

Respondents are encouraged to review prior board agendas, supporting materials, and videos of prior board meetings that are available through the DISTRICT's web site at:

<http://www.valleywater.org/Design-Build.aspx>

The section “More Information and Related Board Agenda Memos” provides a reference source for publicly-available information on the EPWP and the DISTRICT’s dual-track procurement process.

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SECTION 2 – PROJECT BACKGROUND AND SCOPE DESCRIPTION

2.1. Project Background

2.1.1. Groundwater Management Responsibility of the DISTRICT

The mission of the DISTRICT is “to provide Silicon Valley safe, clean water for a healthy life, environment and economy”. To meet water demands, the DISTRICT operates an integrated water supply system that includes, among other components, approximately 400 acres of groundwater recharge ponds, a system of raw untreated and drinking water pipelines, ten dams and surface water reservoirs, three pump stations, three drinking water treatment plants with total capacity exceeding 210 million gallons per day (MGD), and the completed Silicon Valley Advanced Water Purification Center (SVAWPC).

Almost half of the water used in Santa Clara County (County) is pumped from the groundwater basins. To help offset groundwater extractions and prevent overdraft, the DISTRICT uses local and imported surface water to replenish the groundwater basins through recharge facilities which include recharge ponds and creeks.

2.1.2. South Bay Water Recycling Strategic and Master Planning Report

In partnership with the City of San Jose (City), which administers the San Jose/Santa Clara Regional Wastewater Facility (RWF), the DISTRICT commissioned a report (South Bay Water Recycling¹ Strategic and Master Planning Report, December 2014) (the “Master Plan”) by RMC Water and Environment and CDM Smith to evaluate and develop projects to expand the use of the recycled and purified water for indirect potable and direct potable reuse in the County. From the water supply perspective, the DISTRICT goal is to meet at least 10% of County demands through the use of recycled and purified water by 2025.

2.2. Expedited Purified Water Program (EPWP)

Due to the ongoing drought conditions, the DISTRICT has seen significant groundwater net extractions, which occur when groundwater pumping exceeds natural and DISTRICT-performed groundwater replenishment capacity. The resulting lowering of the groundwater levels may lead to irreversible subsidence of the land. The threat of subsidence has prompted a review of the timing for developing and implementing DISTRICT recycled and purified water projects.

To cope with current and potential future water supply challenges, the DISTRICT is expediting to expedite the implementation of several projects identified in the Master Plan. These projects (the “EPWP Projects”) are highlighted in Table 1 and Figure 1 (Attachment B) and described further in this section. The EPWP could provide up to 45,000 acre-feet (AF) annually of purified water to the North Santa Clara County.

¹ South Bay Water Recycling (SBWR) is the recycled water program established in the 1990s to manage and distribute tertiary recycled water from the RWF to areas tributary to the RWF including the cities of San Jose and Santa Clara and adjacent areas.

The EPWP is comprised of multiple components with varying degrees of current development status. The components are currently divided into two groups as defined below and listed in Table 1.

The **Group A EPWP Projects** are the SVAWPC Expansion Project and the Purified Water Pipeline Project. These program components are the most advanced in terms of DISTRICT readiness to commence construction. The DISTRICT desires to complete the Group A EPWP Projects on the fastest timeframe attainable. The Group A EPWP projects are the components of the EPWP that are subject to the dual track procurement process described in Section 1.6.

The **Group B EPWP Projects** are near-term extensions of the Group A EPWP Projects that will use the SVAWPC Expansion Project output capacity and the Purified Water Pipeline Project conveyance capacity to extend the aquifer recharge facilities to include the Mid-Basin Injection Wells and the Westside Injection Wells. Group B also includes a potential satellite advanced water purification facility for groundwater recharge at the Ford Recharge Ponds. The Group B EPWP Projects were included in the Master Plan but are not yet fully defined. Additional EPWP components may be identified to further support groundwater replenishment.

2.3. Proposed Purified Water Pipeline Project

The proposed Purified Water Pipeline Project (PROJECT) is a critical component of the Master Plan, intended to convey purified product water from the SVAWPC Expansion Project to Los Gatos Recharge Ponds.

According to the Master Plan, approximately 5 MGD of the SVAWPC Expansion Project capacity will be supplied to the Mid-Basin Injection Well Site in the City of Santa Clara, and approximately 18 MGD of the SVAWPC Expansion Project flows will be used for groundwater recharge at the existing Los Gatos Recharge Ponds. The DISTRICT is in the process of performing groundwater studies to confirm feasibility and/or capacity of the Mid-Basin Injection Wells, evaluate potential impacts of the proposed IPR projects on the groundwater basins, as well as modeling IPR operations under a range of operations scenarios such as wet, average and dry years. The results of these studies will help determine the preferred pipeline alignment and design parameters, such as flow and pressure requirements at receptor points, for this PROJECT. Currently, the laterals serving receptors such as injection wells and surface recharge ponds are not intended to be part of this PROJECT.

Several preliminary alternative pipeline alignments for this PROJECT have been identified but a preferred alignment will not be identified until after mid-2016 or later. Refer to Attachment B for a schematic showing the preliminary pipeline alignments identified to date. This information is included to demonstrate the potential scope of the PROJECT, but the final alignment, diameter and length of the PROJECT pipeline and the location of receptors (or turnouts) are subject to significant changes at the DISTRICT's discretion.

TABLE 1 – EXPEDITED PURIFIED WATER PROGRAM COMPONENTS

	Project / Facility Name	Capacity/ Length¹	Description
Group A EPWP Projects			
1	SVAWPC Expansion Project	16 to 32 MGD (max.)	Produces purified water for IPR and potential DPR.
2	Purified Water Pipeline Project	18 to 20 Miles	Conveys purified water from SVAWPC to Los Gatos Recharge Ponds
Group B EPWP Projects			
3	Mid-Basin Injection Wells	5,600 AFY	Receives purified water from SVAWPC Expansion for IPR (injection application). Feasibility, location and capacity of this site are currently under review. Final location is undetermined at present, but could be south of Freeway 280.
4	Westside Injection Wells	5,000 AFY	Receives purified water from SVAWPC Expansion for IPR (injection application). Feasibility, location and capacity of this site are currently under review.
5	Ford Recharge Ponds IPR	4,200 AFY	Advanced treatment, conveyance, and recharge facilities in the Ford Road vicinity.
6	Sunnyvale IPR (not included in P3 Procurement)	10,000 AFY	Advanced treatment, conveyance and recharge facilities developed in conjunction with the City of Sunnyvale's upgrade of its wastewater plant.

Notes:

1. Capacities and lengths are conceptual information and subject to change
2. Not all of the Master Plan projects are listed in Table 1.

The PROJECT may include, but is not limited to, the following major items:

- Approximately 20 miles of approximately 48-inch diameter pipeline to convey purified product water from the SVAWPC Expansion Project to Los Gatos Recharge Ponds
- Pipeline appurtenances such as isolation valves, air release valves, blow-offs, turnouts, etc.
- Crossings at earthquake faults, creeks and rivers, highways and freeways, major arterial roadways, railroad tracks, major utilities (water, gas, sewer, etc.)

2.4. Environmental Review Process

The DISTRICT intends to prepare a Program Environmental Review Report (EIR) in accordance with the California Environmental Quality Act (CEQA) for the EPWP, which will include the environmental review for this PROJECT. Presently, the DISTRICT is in the process of retaining consultant services to support the DISTRICT in the preparation of the Program EIR.

Should the DISTRICT decide to pursue federal funding for the PROJECT, the DISTRICT and its consultant will prepare all environmental compliance documentation as required under NEPA.

2.5. Project Budget and Funding

- A. The PROJECT conceptual planning level cost (AACE Class 5) is approximately \$190 million (in 2015 dollars), which is considered as the Project Value of this PROJECT. "Project Value" is defined in Attachment E Part V. As the PROJECT scope definition currently is at a conceptual level with key PROJECT features still undetermined or unknown, such as Plant design capacity, level of treatment (IPR and/or DPR), regulatory uncertainties (IPR vs. DPR), etc., the conceptual planning level cost is subject to significant variations typically from a low range of at least -50% to a high range of at least +30% as recommended by AACE. This planning level cost (or Project Value) includes engineering design costs, and construction costs including trench backfill, leak and pressure testing, pavement restoration, and final clean-up, but does not include DISTRICT's other costs such as program management, environmental permitting compliance (CEQA and/or NEPA), technical and biological studies to support the environmental compliance process, acquisition of other permits, land acquisition, technical support services, etc.
- B. Most of the PROJECT costs will be funded by the DISTRICT Water Enterprise Fund with external funding sources being explored to supplement DISTRICT funds as discussed below.
- C. The PROJECT may be partially financed with funds from the State of California Water Recycling Funding Program (WRFP). If such financing is utilized, the Design-Builder will be required to comply with California Clean Water State Revolving Fund (CWSRF or SRF) requirements as set forth by the U.S. Environmental Protection Agency and California Environmental Protection Agency. If the DISTRICT determines that the PROJECT will be financed in part by SRF funds, the specific contractual requirements will be set forth in the RFP.

2.6. Project Schedule

Refer to Section 4.3 for the Procurement Schedule for the Progressive Design-Build Contract as well as other Project milestones.

2.7. Project Labor Agreement

The DISTRICT is exploring the possibility of implementing a Project Labor Agreement for this PROJECT. As a condition of contract award, the Design-Build Entity must agree to comply with the terms any Project Labor Agreement.

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SECTION 3 – PROGRESSIVE DESIGN-BUILD SERVICES

3.1. General Scope

The Design-Build Entity selected will provide services in two distinct stages. Stage 1 may include the following major items of work:

- Provide project management services as necessary to keep PROJECT on schedule and within budget.
- Identify PROJECT permitting requirements and work with DISTRICT to initiate needed permitting activities and to obtain requisite permits.
- Perform necessary engineering studies (such as geotechnical investigations, underground and aboveground utilities investigations, hydraulic studies, contaminated soils and groundwater investigations, etc.) to support design development.
- Provide all technical studies and data (such as traffic study, noise study, air quality, biological services, etc.) as required to obtain environmental clearance (CEQA and/or NEPA) for the PROJECT.
- Prepare technical memoranda covering topics such as pipeline structural design, pipeline transient analysis, corrosion protection, construction sequencing and scheduling, traffic control measures, and leak and pressure testing procedures.
- Prepare the basis-of-design report using the results of the technical studies and memoranda outlined above.
- Provide the engineering design including preparing and submitting 30% and 60% to 70% design documents.
- Evaluate constructability issues and provide value-engineering services.
- Provide detailed opinions of probable construction and lifecycle costs as the design process is advanced.
- Solicit competitive bids for the subcontracted work in preparation of a Guaranteed Maximum Price (GMP).
- Submit a GMP to, and negotiate with, the DISTRICT, to finalize design and complete construction, which are parts of the Stage 2 services. The proposed GMP shall include all supporting documentation such as detailed open-book costing information that will allow the DISTRICT to verify the submitted price.
- Should the DISTRICT and the selected Design-Build Entity be unable to reach agreement on terms for the Stage 2, the DISTRICT reserves the right to terminate any further work by the Design-Build Entity, enter into a contract with the DB Entity's Principal Engineering Firm or another design firm to complete the final design and competitively bid the PROJECT construction using a Design-Bid-

Build delivery method. In this event, the DB Entity's Principal Engineering Firm may become the Engineer-of-Record and provide engineering support services during construction.

Stage 2 Work may include the following major items of work to be provided by the Design-Build Entity:

- Complete the final design.
- Procure equipment and subcontractors.
- Procure all permits and licenses required for the construction processes such as building permits, public right-of-way encroachment permits, transportation permits, demolition permits, etc.
- Construct the PROJECT and meet specified construction milestones and PROJECT in-service due date.
- Conduct leak and pressure testing.
- Provide record drawings and specifications.
- Provide warranty coverage.

3.2. Roles and Responsibilities

3.2.1. DISTRICT

The DISTRICT will cooperate with the Design-Builder and will fulfill its responsibilities in a timely manner to facilitate the Design-Builder's timely and efficient performance of work and services. DISTRICT responsibilities may include:

- Review submissions and provide comments to Design-Builder.
- Provide DISTRICT requirements and preferences including, but not limited to, performance requirements, operations and maintenance preferences, equipment requirements, single-source equipment preferences, etc.
- Furnish existing studies and provide complete, accurate and reliable data and information regarding the PROJECT, including record drawings, preliminary studies, environmental studies, etc.
- Provide information and provide (or engage Design-Builder to perform) additional studies that may be necessary to complete the PROJECT.
- Provide access to the SVAWPC Expansion Project site. Facilitate access to the San Jose/Santa Clara RWF.
- Obtain the governmental approvals and permits DISTRICT is responsible for, and assist Design-Builder in obtaining governmental approvals and permits for which it is responsible.

- Provide adequate funding.

3.2.2. Design-Builder

The Design-Builder will cooperate with the DISTRICT and will provide in a timely manner the Stage 1 and Stage 2 work and services necessary to complete the PROJECT. Design-Builder responsibilities may include:

- Prepare design and construction documents.
- Provide pre-construction services including cost estimating, procurement planning, constructability and value-engineering services.
- Provide equipment procurement and construction services.
- Supervise subcontractors and Design-Builder personnel.
- Obtain certain governmental approvals and permits.
- Conduct all required testing during construction.
- Establish and implement quality-management procedures.
- Implement PROJECT health and safety practices.
- Provide project management services.
- Support DISTRICT outreach efforts during PROJECT design and construction.

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SECTION 4 – PROCUREMENT PROCESS

4.1. Communications During RFQ Process

- A. All questions or requests for information regarding, or objections to, this RFQ process must be submitted in writing to the DISTRICT Contact (Ms. Beth Redmond), via e-mail at scvwdplanroom@valleywater.org no later than the date indicated in the Procurement Schedule.
- B. Questions and/or objections must be as specific as possible.
- C. No oral communication from the DISTRICT Contact or any other DISTRICT staff is binding.
- D. No contact with any other DISTRICT staff including, but not limited to, SVAWPC operations personnel, concerning the PROJECT during the RFQ process is allowed. A violation of this provision may result in disqualification of Respondent.
- E. All communications regarding this procurement, including addenda, will only be issued to the e-mail address provided on the RFQ Participant List and as appropriate, posted on the DISTRICT's website.

4.2. Addenda

- A. The DISTRICT may issue written addenda as appropriate for clarification or other purposes during the RFQ period. Addenda notification(s) will be sent to all firms on the RFQ Participant List only to the e-mail address provided by the prospective Respondent.
- B. Addenda will be posted on the DISTRICT's website at www.valleywater.org/DesignBuild.aspx. Respondents are responsible for compliance with any and all addenda regardless of whether or not it is actually received.

4.3. Procurement Schedule

Following is the procurement schedule for the RFQ process and anticipated milestones for the RFP process and subsequent steps.

Item No.	Activity	Latest Date
1	Issuance of RFQ	January 15, 2016
2	RFQ Pre-Submittal Conference	February 11, 2016 at 10 a.m.
3	Deadline to submit questions and requests for clarification	February 22, 2016
4	Last day for DISTRICT to issue addenda	February 29, 2016
5	Deadline to submit completed SOQ	March 11, 2016 at 2:00 p.m.

Item No.	Activity	Latest Date
6	DISTRICT notifies Respondents if they have made the shortlist (“proposed shortlist”)	April 18, 2016
7	Deadline to appeal DISTRICT’s evaluation results	April 27, 2016
8	Appeal hearing conducted by DISTRICT	May 6, 2016
9	DISTRICT issues appeal decision(s) and final shortlist of Respondents	May 16, 2016
10	DISTRICT conducts Pre-RFP Workshop with shortlisted Respondents	Week of June 6, 2016
11	Issuance of RFP	June/July 2016
12	DISTRICT selection of project delivery method and Stage 1 counterparty(ies)	December 2016

4.4. RFQ Pre-Submittal Conference

- A. A non-mandatory RFQ Pre-Submittal Conference for interested Design-Build Entities will be held on the date and time specified in the Procurement Schedule at the SVAWPC located at 4190 Zanker Road, San Jose, California.
- B. During the conference, the DISTRICT will discuss the procurement process provide an overview of the EPWP, and make a presentation regarding the PROJECT. Those who attend the conference will have the opportunity to tour the existing SVAWPC for informational purposes.
- C. No additional conferences or site visits will be conducted or allowed.
- D. Contact the DISTRICT Contact at least 24 hours in advance and provide the name and contact information of those planning to attend the RFQ Pre-Submittal Conference. All attendees will be required to show valid photo identification (CA Driver’s License, CA Photo ID, passport) to gain entry to the SVAWPC. Due to space constraints, each firm will be limited to three attendees at the conference. Attendees must be escorted by DISTRICT personnel while on the premises.
- E. Reasonable efforts will be made to accommodate persons with disabilities wishing to attend the RFQ Pre-Submittal Conference. Please request accommodations when confirming attendance.

4.5. SOQ Submission Location and Deadline

- A. The fully completed SOQ must be submitted in a sealed envelope marked “CONFIDENTIAL–SOQ for SVAWPC Expansion Project” addressed to Ms. Beth Redmond, Capital Program Planning and Analysis Unit Manager, Santa Clara Valley Water District, 5750 Almaden Expressway, San Jose, California 95118. The SOQ must be received by the DISTRICT no later than the deadline indicated in Section 4.3. Procurement Schedule. It is the sole responsibility of the Respondent to ensure that their SOQ is received no later than the stated deadline. Failure to submit a responsive SOQ by the date and time specified in

the Procurement Schedule will preclude the DB Entity from subsequent participation in the RFP process to submit a proposal for the PROJECT.

B. For delivery in person or by U.S. Mail, the address is: Santa Clara Valley Water District, 5750 Almaden Expressway, San Jose, CA 95118.

C. Respondents electing to submit SOQ by FEDEX, UPS, DHL, CA Overnight, Golden State Overnight etc., **must address the outside delivery envelope** as follows:

Santa Clara Valley Water District
Attention: Beth Redmond—SOQ for SVAWPC Expansion Project
5905 Winfield Boulevard
San Jose, CA 95123-2428

D. Since USPS (U.S. Mail) does not deliver to 5905 Winfield Boulevard, Prospective Respondents must not mail their SOQ to this address.

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SECTION 5 – PREPARATION OF SOQ SUBMITTAL

- A. Each prospective DB Entity must provide a complete, responsive SOQ package as specified in Attachment E of this RFQ. Attachment E consists of contact information and general information (Parts I and II), minimum qualifications requirements and scored questions (Parts III and IV) and project experience, Key Personnel experience, and DB Entity financial information (Parts V, VI, and VII), and organization and management approach (Part VIII) with all required attachments, appendices, and any other supplemental information.
- B. Submission of an incomplete and/or unclear SOQ could result in a determination by the DISTRICT that the SOQ is nonresponsive.
- C. The SOQ package must be presented bound and separated by tabbed section dividers for each “Part” (e.g. Part I, II, III, etc.) in two separate binders/Volumes. Parts I, II, III and IV should be bound in Volume 1. Parts V, VI, VII, and VIII shall be bound in Volume 2. Include a copy of the Cover Page for each volume and indicate Volume 1 or Volume 2 clearly on each cover page.
- D. All pages shall be standard letter size (8.5” x 11”), except that organizational charts may be provided on tabloid size (11” x 17”) paper.
- E. Any unrequested documentation, such as company brochures, publications, marketing DVDs, etc., will not be considered in DISTRICT evaluation.
- F. DB Entities shall submit one (1) original and seven (7) copies of the SOQ, along with one (1) electronic PDF copy on a USB Flash Drive, to be delivered to the DISTRICT at the required location, date and time specified in this RFQ.

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SECTION 6 – EVALUATION AND RANKING OF SUBMISSIONS

6.1. Evaluation

The SOQs will be reviewed and evaluated by the DISTRICT's Selection Committee according to the requirements and criteria outlined in this Section 6. The identity of the Selection Committee members will not be revealed until after the SOQ evaluation process has been completed and the final shortlist of Respondents has been issued.

All SOQs will first be reviewed for their responsiveness, including timely receipt of the package and inclusion of all required forms. Any SOQ that is incomplete in any material respect may be deemed non-responsive and may be rejected in its entirety.

The initial evaluation of DB Entities will be based on information provided in response to the minimum requirements set forth in **Attachment E Part III and Part IV**. If the DB Entity "fails" any questions posed in Part III or Part IV, they will be disqualified. Only those DB Entities that pass the minimum requirements set forth in Parts III, IV, V, VI and VII will be further evaluated within the context and weighting of the following criteria:

- DB Entity and DB Team Experience: 40% of total scores for all criteria
- Key Personnel Experience: 40% of total scores for all criteria
- Financial Capability: 20% of total scores for all criteria

A. DB Entity and DB Team Experience Evaluation:

The SOQ shall include project experience information specified in Attachment E Part V: DB Entity and DB Team Experience. The information provided will be used to evaluate the DB Entity's and DB Team's experience based on the following criteria:

1. Experience of the DB Entity and firms comprising the DB Entity and DB Team with alternative project delivery methods (i.e., Design-Build, Progressive Design-Build, Design-Build-Operate, Construction Manager at Risk, etc.). Specific experience with Progressive Design-Build project delivery method is highly desirable.
2. Prior working relationships of the firms comprising the DB Entity and DB Team.
3. Experience with planning and design of pressurized water, wastewater or recycled water pipeline projects similar in size and scope to this PROJECT.
4. Experience with construction and construction management of pressurized water, wastewater or recycled water pipeline projects similar in size and scope to this PROJECT.

5. Demonstrated experience in outreach efforts with the public, agencies having jurisdiction and other interested public and private agencies and parties during design and construction of similar projects.

B. Key Personnel Experience Evaluation:

The SOQ shall include Key Personnel Experience information specified in Attachment E Part VI: Key Personnel Experience. The information provided will be used to evaluate the DB Entity's Key Personnel experience using the following criteria:

1. Key Personnel's design and design management experience and past performance on projects of size and scope comparable to this PROJECT.
2. Key Personnel's construction and construction management experience and past performance on projects of size and scope comparable to this PROJECT.
3. Key Personnel have had prior working relationships on referenced projects.
4. Key Personnel's experience with alternative project delivery methods (DB, CMAR, Progressive DB, DBO, etc.). Specific experience with Progressive Design-Build project delivery method is highly desirable.
5. Successful implementation of quality control management plans during project design.
6. Successful implementation of construction quality control management plans during project construction.

C. Financial Capability Evaluation:

The SOQ shall include Financial Capability information specified in Attachment E Part VII: Financial Capability. The information provided will be used to evaluate the DB Entity's financial capability using the following criteria:

1. Profitability and growth
2. Solvency
3. Financial efficiency
4. Bond, credit, and other ratings

6.2. Ranking of SOQs and Shortlist

DB Entities that pass the minimum requirements set forth in Attachment E will be ranked on the basis of their final evaluation score. Attachment D provides a scoring matrix for ranking of SOQ submissions. The DISTRICT expects to short-list the most qualified DB Entities (up to three) based on the highest evaluation scores, which will then be entitled to receive the RFP.

Upon conclusion of the SOQ evaluation process, DISTRICT will notify Respondents if they have made the proposed shortlist. Refer to Section 7.8. Appeal Process regarding requirements relating to appealing the results of the DISTRICT's evaluation. After all appeals have concluded, DISTRICT will issue the final shortlist of Respondents.

6.3. NOT USED

6.4. Carryover of SOQ Score During RFP Process

If there are no changes to the team organization, key personnel, technical qualifications and financial capability, scores achieved by the short-listed Respondents to this RFQ may be carried over and considered as an evaluation criterion during evaluation of proposals to be solicited during the RFP process. The RFQ score could contribute up to 20% of the total RFP score.

If there are changes to the information originally submitted in response to this RFQ, the changes will be evaluated and the SOQ score will be revised following the same scoring process identified in this RFQ.

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SECTION 7 – GENERAL INSTRUCTIONS AND REQUIREMENTS

7.1. Ineligible Parties

The following individuals and firms (including parent or subsidiary organizations) are serving in an advisory capacity to the DISTRICT for this PROJECT and are therefore prohibited from participating in any capacity as a member of the Design-Build team:

- Yarne & Associates Inc.
- Hanson Bridgett LLP
- Clean Energy Capital Investment Banking
- Public Resources Advisory Group
- Straddling, Yocca, Carlson & Rauth
- HDR
- Rutan and Tucker, LLP
- RMC Water and Environment

Additional persons or firms may be added to or deleted from the list during any stage of the competitive selection process by DISTRICT's issuance of an addendum.

The DISTRICT intends to hire a Technical Support Services ("TSS") Consultant or Consultants for the PROJECT. The TSS Consultant(s) services may include, but are not limited to, support in the administration of the Design-Build Contract, negotiation of the guaranteed maximum price, construction administration, quality assurance, surveying, geotechnical testing and engineering, and materials testing. To avoid real or perceived conflicts of interest, no entity (including its parent or subsidiary organizations) serving in any capacity as a member of the DB Team for the PROJECT will be eligible to serve as the TSS Consultant(s).

7.2. Conflict of Interest

Each DB Entity submitting a SOQ is responsible for determining whether or not its participation or the participation of other DB Team members in the proposed Design-Build Contract constitutes a conflict of interest or a potential conflict of interest pursuant to California Government Code Sections 1090, 87100 *et seq.*, and other applicable law. Each DB Entity must investigate and manage any potential conflict of interest as part of considering whether to submit a SOQ and when assembling its project team.

The existence of such a conflict of interest is a basis for the DISTRICT to disqualify a DB Entity's participation in this RFQ process. If the DISTRICT determines that a DB Entity is disqualified because of the existence of such a conflict of interest, it will provide the DB Entity with a written statement of the facts leading to that conclusion.

7.3. Insurance Requirements

- A. The Design-Builder, at the Design-Builder's sole cost and expense and for the full term of the Design-Build Contract or any extension thereof, will be required to obtain and maintain, at a minimum, all of the insurance requirements outlined in Attachment C Draft Insurance Requirements. Additional details will be provided during the RFP process.
- B. Certain certifications regarding insurance are required as a part of this RFQ process, as provided in Attachment E Part III (Minimum Requirements for Qualification) of the SOQ.

7.4. Bonds

- A. The Design-Builder will be required to deliver to the DISTRICT on the Stage 2 First Chargeable Date performance and payment bonds in forms acceptable to the DISTRICT in the full amount of the estimated construction costs to guarantee the faithful performance and payments. For the purposes of providing performance and payment bonds, the estimated construction cost for this PROJECT is 90% of the Project Value indicated in Section 2.5.A.
- B. Certain certifications regarding bonds are required as provided in Attachment E Part III.
- C. The DISTRICT reserves the right to negotiate the bonding level requirements. However, other guarantees (such as bank letters of credit, etc.) will not be allowed by the DISTRICT in lieu of or in combination with the performance bond requirements.

7.5. Confidentiality

All information submitted to the DISTRICT under this RFQ process becomes the exclusive property of the DISTRICT but, if not otherwise a public record under the California Public Records Act (California Government Code section 6250 et seq.), shall not be open to public inspection. All submissions and other correspondence will be subject to the following requirements:

- A. This RFQ is based on the model document developed by the California Department of Industrial Relations. Accordingly, pursuant to Public Contract Code Section 20101(a), it is the DISTRICT's position that all SOQs and related information submitted in response to this RFQ "shall not be public records and shall not be open to public inspection." Barring a court order to the contrary, the DISTRICT will treat all SOQs and related documents as confidential and will not disclose them.
- B. The California Public Records Act also recognizes an exception to disclosure of records which contain confidential trade secrets (see Government Code Section 6254(k) and Civil Code Section 3426.1.) The DISTRICT is not in a position to determine what information in a submission, if any, may be subject to one of these exceptions. Accordingly, if a DB Entity believes that any specific portion of its submission is exempt from disclosure under the Public Records Act, the DB

Entity must mark the portion of the submission as such and state the specific provision in the Act that provides the exemption and the factual basis for claiming the exemption. For example, if a DB Entity believes a submission contains trade secret information, the DB Entity must plainly mark the information as “Trade Secret” and refer to the appropriate section of the Public Records Act which provides the exemption for such information and the factual basis for claiming the exemption.

7.6. Obligation to Keep Project Team Intact

Respondents are advised that all firms and Key Personnel identified in the SOQ shall remain on the Project Team for the duration of the procurement process and execution of the PROJECT. If extraordinary circumstances require a change, it must be submitted in writing to the DISTRICT Contact. The DISTRICT, at its sole discretion, will determine whether to authorize a change, recognizing that certain circumstances (such as termination of employment) may occur that are beyond the Design-Builder’s control. Unauthorized changes to the Project Team at any time during the procurement process may result in elimination of the Respondent from further consideration.

7.7. Stipend

No stipend will be paid to Respondents for any costs associated with preparing and submitting SOQs in response to this RFQ or proposals in response to the RFP to be issued.

7.8. Appeal Process

The following procedures shall apply when a Respondent desires to dispute the results of the DISTRICT’s SOQ evaluation:

- A. There is no right to dispute the RFQ process requirements and/or specifications if any objection thereto could have been addressed by submitting a question and/or objection in accordance with Section 4.1 Communications During RFQ Process. The appeal by the interested party shall be undertaken at the interested party’s expense.
- B. Upon written request of the Respondent, the District will provide the Respondent with a written notification of the basis for the DISTRICT’s evaluation of their SOQ.
- C. To initiate an appeal, the Respondent must notify the DISTRICT in writing that it is appealing the results of the DISTRICT’s evaluation of their SOQ. The appeal must be made no later than seven (7) business days following the date of the DISTRICT’s written notification of the proposed shortlist.
- D. The Respondent initiates an appeal by delivering to the DISTRICT, at the same location where the SOQs were submitted, a written notice requesting a hearing and setting forth the basis for the appeal, as well as all of the relevant facts.
- E. Failure to file a timely appeal waives any and all rights the Respondent has to challenge the decision of the DISTRICT regarding the results of the DISTRICT’s

evaluation, whether by administrative process, judicial process or any other legal process or proceeding.

- F. If the Respondent files a timely appeal, an administrative hearing will be conducted no later than seven (7) business days following the appealing party's delivery of the written notice of appeal.
- G. The hearing on the appeal will be informal and is not an evidentiary hearing. At the hearing, the appealing party will be given the opportunity to present information and reasons in support of its appeal. The hearing officer will consider all evidence, information and arguments submitted by the appealing party relevant to the appeal, the DISTRICT's response to such evidence, information and arguments, and any other information the hearing officer deems relevant.
- H. The DISTRICT will provide a written decision within six (6) business days after the conclusion of the hearing.
- I. If the Respondent chooses not to avail themselves of this appeal process, the proposed shortlist will be finalized without further proceedings.

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SECTION 8 – RESERVATION OF RIGHTS OF THE DISTRICT

In connection with this procurement, the DISTRICT reserves to itself all rights (which rights shall be exercisable by the DISTRICT in its sole discretion) to:

- A. issue addenda, supplements, and modifications to this RFQ;
- B. add or delete DB Entity responsibilities from the information stated in this RFQ or the subsequent RFP;
- C. withdraw or cancel this RFQ or the subsequent RFP in whole or in part at any time prior to the execution by the DISTRICT of a Design-Build Contract, without incurring any cost obligations or liabilities to any other party;
- D. revise and modify at any time, factors the DISTRICT will consider in evaluating responses to this RFQ and the subsequent RFP and to otherwise revise its evaluation methodology;
- E. modify all dates set or projected in this RFQ;
- F. waive minor defects or irregularities in the SOQ's or non-material deviations from the requirements set forth in this RFQ;
- G. request supplemental information, hold meetings, conduct discussions and exchange correspondence with one or more of the DB Entities responding to this RFQ to seek an improved understanding and evaluation of the responses to this RFQ;
- H. seek or obtain data from any source that has the potential to improve the understanding and evaluation of the responses to this RFQ;
- I. examine any of the facilities referenced in each SOQ and to observe and investigate the operations of such facilities.
- J. conduct investigations of the DB Entities and their SOQs (including, but not limited to, contacting references) to clarify the information provided pursuant to this RFQ, and to request additional evidence to support the information included in any SOQ.
- K. adjust, increase, limit, suspend or rescind the SOQ rating based on subsequently learned information;
- L. add the next highest scoring DB Entity (or DB Entities) to the short-list at any time during the procurement process if a short-listed DB Entity (or DB Entities) withdraws from the procurement process;
- M. add or modify its reserved rights in the subsequent RFP; and
- N. make all final determinations.

ATTACHMENT A PROJECT BACKGROUND DOCUMENTS

The following background documents are available for informational purposes to prospective Respondents. These documents are available in PDF format only and can be obtained through the DISTRICT's website:

<http://www.valleywater.org/Design-Build.aspx>

	Document Name	Author	Date
[1]	Draft Technical Memorandum on Conveyance Pipeline Facilities Preliminary Assessment Methodology including Attachments	RMC Water and Environment	November 2, 2015

Note: This draft technical memorandum has not been accepted by the DISTRICT. All information, details, discussions, recommendations, graphics, drawings, etc. contained in this technical memorandum are subject to changes at DISTRICT's sole discretion.

Respondents are encouraged to review prior DISTRICT Board agendas, supporting materials, and videos of prior DISTRICT Board meetings that are available through the DISTRICT's web site at:

<http://www.valleywater.org/Design-Build.aspx>

The section "More Information and Related Board Agenda Memos) provides a reference source for publicly-available information on the EPWP and the DISTRICT's dual track procurement process.

**ATTACHMENT B
FIGURES**

Figure 1—Expedited Purified Water Program (or Master program) (Not to Scale)

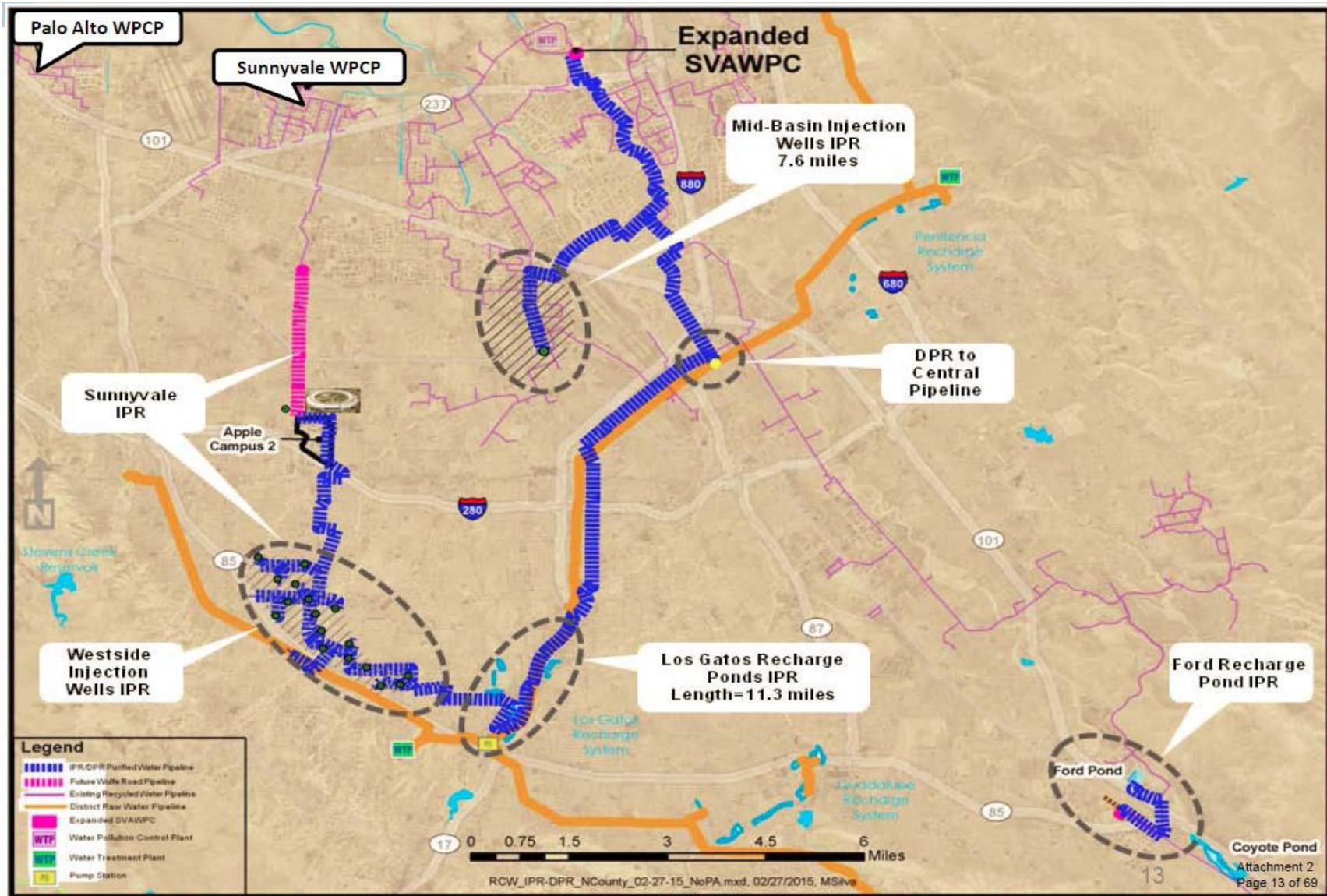
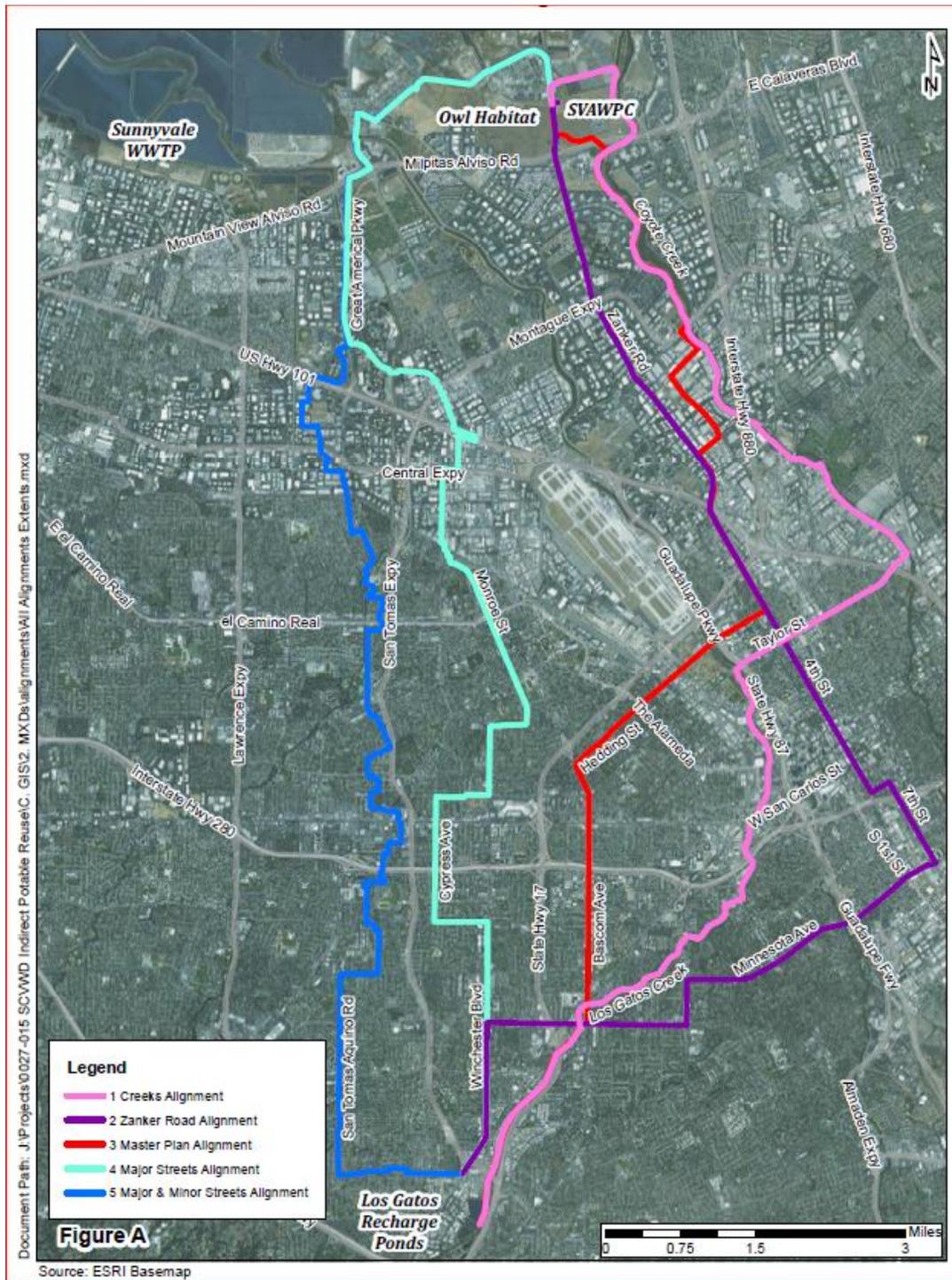


Figure 2—Preliminary Pipeline Alignments (Not To Scale)



Source: Reference [1] in Attachment A to this RFQ

**ATTACHMENT C
DRAFT INSURANCE REQUIREMENTS**

DRAFT INSURANCE REQUIREMENTS

Purified Water Pipeline Project Stage 1

Please refer to the insurance requirements listed below.

Without limiting the Design-Builder's indemnification of, or liability to, the Santa Clara Valley Water District ("DISTRICT"), the Design-Builder must provide and maintain at its own expense, during the term of this Agreement, or as may be further required herein, the following insurance coverages and provisions:

Design-Builder must provide its insurance broker(s)/agent(s) with a copy of these requirements and warrants that these requirements have been reviewed by Design-Builder's insurance agent(s) and/or broker(s), who have been instructed by Design-Builder to procure the insurance coverage required herein. All Certificates of Insurance complete with copies of all required endorsements must be sent to: **Contract Administrator, Santa Clara Valley Water District, 5750 Almaden Expressway, San Jose, CA 95118.**

In addition to certificates, Design-Builder must furnish DISTRICT with copies of original endorsements affecting coverage required by this Attachment. The certificates and endorsements are to be signed by a person authorized by that insurer to bind coverage on its behalf. **All endorsements and certificates are to be received and approved by DISTRICT before work commences.** In the event of a claim or dispute, DISTRICT has the right to require Design-Builder's insurer to provide complete, certified copies of all required pertinent insurance policies, including endorsements affecting the coverage required by this Attachment.

Design-Builder must, at its sole cost and expense, procure and maintain during the entire period of this Agreement the following insurance coverage(s).

Required Coverages

1. **Commercial General/Business Liability Insurance** with coverage as indicated:

\$5,000,000 per occurrence / **\$5,000,000** aggregate limits for bodily injury and property damage

General Liability insurance must include:

- a. Coverage at least as broad as found in standard ISO form CG 00 01.
- b. Contractual Liability expressly including liability assumed under this contract.
- c. If Design-Builder must be working within fifty (50) feet of a railroad or light rail operation, any exclusion as to performance of operations within the vicinity of any railroad bridge, trestle, track, roadbed, tunnel, overpass, underpass, or crossway must be deleted, or a railroad protective policy in the above amounts provided.
- d. Severability of Interest
- e. Broad Form Property Damage liability

If the standard ISO Form wording for "OTHER INSURANCE," or other comparable wording, is not contained in Design-Builder's liability insurance policy, an endorsement must be provided that said

insurance will be primary insurance and any insurance or self-insurance maintained by DISTRICT, its Directors, officers, employees, agents or volunteers must be in excess of Design-Builder's insurance and must not contribute to it.

2. Business Auto Liability Insurance with coverage as indicated:

\$2,000,000 combined single limit for bodily injury and property damage per occurrence, covering all owned, non-owned and hired vehicles.

3. Professional/Errors and Omissions Liability with coverage as indicated:

\$10,000,000 per claim/ **\$10,000,000** aggregate

Professional/Errors and Omission Liability appropriate to the Design-Builder's profession, and must include:

- a. If coverage contains a deductible, or self-insured retention, it shall not be greater than one hundred thousand dollars (\$100,000) per occurrence/event.
- b. Coverage shall include contractual liability.

If coverage is claims-made:

- a. Certificate of Insurance shall clearly state that the coverage is claims-made.
- b. Policy retroactive date must coincide with or precede the Design-Builder's start of work (including subsequent policies purchased as renewals or replacements).
- c. Policy must allow for reporting of circumstances or incidents that might give rise to future claims.
- d. Insurance must be maintained and evidence of insurance must be provided for at least three (3) years after completion of the contract of work.

4. Workers' Compensation and Employer's Liability Insurance

Statutory California Workers' Compensation coverage covering all work to be performed for the DISTRICT.

Employer Liability coverage for not less than \$1,000,000 per occurrence.

General Requirements

With respect to all coverages noted above, the following additional requirements apply:

- 1. **Additional Insured Endorsement(s):** Design-Builder must provide an additional insured endorsement for Commercial General/Business Liability and Business Automobile liability coverage naming the **Santa Clara Valley Water District, its Directors, officers, employees, and agents, individually and collectively**, as additional insureds, and must provide coverage for acts, omissions, etc. arising out of the named insureds' activities and work. Other public entities may also be added to the additional insured endorsement as applicable and the Design-Builder will be notified of such requirement(s) by the DISTRICT.

(**NOTE:** Additional insured language on the Certificate of Insurance is **NOT** acceptable without a separate endorsement such as Form CG 20 10, CG 2033, CG 2037. Note: Editions dated 07/04 are not acceptable)

2. **Primacy Clause:** Design-Builder's insurance must be primary with respect to any other insurance which may be carried by the DISTRICT, its officer, agents and employees, and the DISTRICT's coverage must not be called upon to contribute or share in the loss.
3. **Cancellation Clause Revision:** The Certificate of Insurance **MUST** provide **30 days notice of cancellation, (10 days notice for non-payment of premium).** **NOTE: The standard wording in the ISO Certificate of Insurance is not acceptable.** The following words must be crossed out or deleted from the standard cancellation clause: "...endeavor to..." AND "...but failure to mail such notice must impose no obligation or liability of any kind upon the company, its agents or representatives."
4. **Acceptability of Insurers:** All coverages must be issued by companies admitted to conduct business in the State of California, which hold a current policy holder's alphabetic and financial size category rating of not less than A- V, according to the current Best's Key Rating Guide or a company of equal financial stability that is approved by the DISTRICT's Risk Management Administrator.
5. **Self-Insured Retentions or Deductibles:** Any deductibles or self-insured retentions must be declared to and approved by the DISTRICT. At the option of the DISTRICT, either: the insurer shall reduce or eliminate such deductibles or self-insured retentions as respects the DISTRICT, its officers, officials, employees and volunteers; or the Design-Builder shall provide a financial guarantee satisfactory to the Entity guaranteeing payment of losses and related investigations, claim administration, and defense expenses.
6. **Subconsultants and Subcontractors:** Should any of the work under this Agreement be sublet, the Design-Builder must require each of its subconsultants and/or subcontractors of any tier to carry the aforementioned coverages, or Design-Builders may insure subconsultants and/or subcontractors under its own policies.

Amount of Liability not Limited to Amount of Insurance: The insurance procured by Design-Builder for the benefit of the DISTRICT must not be deemed to release or limit any liability of Design-Builder. Damages recoverable by the DISTRICT for any liability of Design-Builder must, in any event, not be limited by the amount of the required insurance coverage.

8. **Coverage to be Occurrence Based:** With the exception of the Professional Liability/Errors and Omissions coverage mentioned above, all coverage must be occurrence-based coverage. Claims-made coverage is not allowed.
9. **Waiver of Subrogation:** Design-Builder agrees on to waive subrogation against the DISTRICT to the extent any loss suffered by Design-Builder is covered by any Commercial General Liability policy, Automobile policy, Workers' Compensation policy, or Professional policy described in **Required Coverages** above. Design-Builder agrees to advise its broker/agent/insurer about this provision and obtain any endorsements, if needed, necessary to ensure the insurer agrees.
10. **Non-compliance:** The DISTRICT reserves the right to withhold payments to the Design-Builder in the event of material noncompliance with the insurance requirements outlined above.

11. **Please mail the certificates and endorsements to:**

**Contract Administrator
Santa Clara Valley Water District
5750 Almaden Expressway
San Jose, CA 95118**

IMPORTANT: On the certificate of insurance, please note either the name of the project or the name of the DISTRICT contact person or unit for the contract.

If your insurance broker has any questions, please advise him/her to call Mr. David Cahen, DISTRICT Risk Management Administrator, at (408) 630-2213.

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DRAFT INSURANCE REQUIREMENTS

Purified Water Pipeline Project Stage 2

Without limiting the Design-Builder's indemnification of, or liability to, the Santa Clara Valley Water District ("DISTRICT"), the Design-Builder must provide and maintain at its own expense, during the term of this Agreement, or as may be further required herein, the following insurance coverages and provisions:

Design-Builder must provide its insurance broker(s)/agent(s) with a copy of these requirements and warrants that these requirements have been reviewed by Design-Builder's insurance agent(s) and/or broker(s), who have been instructed by Design-Builder to procure the insurance coverage required herein.

In addition to certificates, Design-Builder must furnish DISTRICT with copies of original endorsements affecting coverage required by this Attachment. The certificates and endorsements are to be signed by a person authorized by that insurer to bind coverage on its behalf. **All endorsements and certificates are to be received and approved by DISTRICT before the contract commences.** In the event of a claim or dispute, DISTRICT has the right to require Design-Builder's insurer to provide complete, certified copies of all required pertinent insurance policies, including endorsements affecting the coverage required by this Attachment.

Design-Builder must, at its sole cost and expense, procure and maintain during the entire period of this Agreement the following insurance coverage(s).

Required Coverages

1. **Commercial General/Business Liability Insurance** with coverage as indicated:

\$10,000,000 per occurrence / **\$10,000,000** aggregate limits for bodily injury and property damage

\$10,000,000 Products/Completed Operations aggregate (to be maintained for at least three (3) years following acceptance of the work by DISTRICT).

General Liability insurance must include:

- a. Coverage at least as broad as found in standard ISO form CG 00 01.
- b. Premises and Operations
- c. Contractual Liability expressly including liability assumed under this contract.
- d. If Design-Builder will be working within fifty (50) feet of a railroad or light rail operation, any exclusion as to performance of operations within the vicinity of any railroad bridge, trestle, track, roadbed, tunnel, overpass, underpass, or crossway must be deleted, or a railroad protective policy in the above amounts provided.
- e. Owners and Design-Builders' Protective liability
- f. Severability of Interest
- g. Explosion, Collapse and Underground Hazards, (X,C, and U)

h. Broad Form Property Damage liability

If the standard ISO Form wording for "OTHER INSURANCE," or other comparable wording, is not contained in Design-Builder's liability insurance policy, an endorsement must be provided that said insurance will be primary insurance and any insurance or self-insurance maintained by DISTRICT, its Directors, officers, employees, agents or volunteers will be in excess of Design-Builder's insurance and will not contribute to it.

2. Business Auto Liability Insurance with coverage as indicated:

\$2,000,000 combined single limit for bodily injury and property damage per occurrence, covering all owned, non-owned and hired vehicles.

3. Professional/Errors and Omissions Liability with coverage as indicated:

\$10,000,000 per claim/ **\$10,000,000** aggregate

Professional/Errors and Omission Liability appropriate to the Design-Builder's profession, and must include:

- a. If coverage contains a deductible, or self-insured retention, it shall not be greater than one hundred thousand dollars (\$100,000) per occurrence/event.
- b. Coverage shall include contractual liability

If coverage is claims-made:

- a. Certificate of Insurance shall clearly state that the coverage is claims-made
- b. Policy retroactive date must coincide with or precede the Design-Builder's start of work (including subsequent policies purchased as renewals or replacements).
- c. Policy must allow for reporting of circumstances or incidents that might give rise to future claims.
- d. Insurance must be maintained and evidence of insurance must be provided for at least three (3) years after completion of the contract of work.

4. Workers' Compensation and Employer's Liability Insurance

Statutory California Workers' Compensation coverage covering all work to be performed for the DISTRICT.

Employer Liability coverage for not less than \$1,000,000 per occurrence.

5. Builders' Risk (Course of Construction) Insurance

Covering all risks of loss less policy exclusions for an amount equal to the completed value of the project with no coinsurance penalty provisions. Builder's Risk policy shall name Santa Clara Valley Water District as loss payee

6. Surety Bonds

Design-Builder shall provide the following Surety Bonds:

- a. A performance bond, and
- b. A payment bond.

General Requirements

With respect to all coverages noted above, the following additional requirements apply:

1. **Additional Insured Endorsement(s):** Design-Builder must provide an additional insured endorsement for Commercial General/Business Liability and Business Automobile liability coverage naming the **Santa Clara Valley Water District, its Directors, officers, employees, and agents, individually and collectively**, as additional insureds, and must provide coverage for acts, omissions, etc. arising out of the named insureds' activities and work. Other public entities may also be added to the additional insured endorsement as applicable and the Design-Builder will be notified of such requirement(s) by the DISTRICT.

(**NOTE:** Additional insured language on the Certificate of Insurance is **NOT** acceptable without a separate endorsement such as Form CG 20 10, CG 2033, CG 2037. Note: Editions dated 07/04 are not acceptable)
2. **Primacy Clause:** Design-Builder's insurance must be primary with respect to any other insurance which may be carried by the DISTRICT, its officer, agents and employees, and the DISTRICT's coverage must not be called upon to contribute or share in the loss.
3. **Cancellation Clause Endorsement:** Design-Builder must provide a cancellation endorsement stating that the insurer agrees to provide 30 days notice of cancellation (10 days notice for non-payment of premium). **NOTE: Adding wording to the standard wording in the ISO Certificate of Insurance is not acceptable.**
4. **Acceptability of Insurers:** All coverages must be issued by companies admitted to conduct business in the State of California, which hold a current policy holder's alphabetic and financial size category rating of not less than A- V, according to the current Best's Key Rating Guide or a company of equal financial stability that is approved by the DISTRICT's Risk Management Administrator.
5. **Self-Insured Retentions or Deductibles:** Any deductibles or self-insured retentions must be declared to and approved by the DISTRICT. At the option of the DISTRICT, either: the insurer shall reduce or eliminate such deductibles or self-insured retentions as respects the DISTRICT, its officers, officials, employees and volunteers; or the Design-Builder shall provide a financial guarantee satisfactory to the Entity guaranteeing payment of losses and related investigations, claim administration, and defense expenses.
6. **Subconsultants and Subcontractors:** Should any of the work under this Agreement be sublet, the Design-Builder must require each of its subconsultants and/or subcontractors of any tier to carry the aforementioned coverages, or Design-Builder may insure subconsultants and/or subcontractors under its own policies.
7. **Amount of Liability not Limited to Amount of Insurance:** The insurance procured by Design-Builder for the benefit of the DISTRICT must not be deemed to release or limit any liability of Design-Builder. Damages recoverable by the DISTRICT for any liability of Design-Builder must, in any event, not be limited by the amount of the required insurance coverage.

8. **Coverage to be Occurrence Based:** All coverage must be occurrence-based coverage. Claims-made coverage is not allowed.
9. **Waiver of Subrogation:** Design-Builder agrees on to waive subrogation against the DISTRICT to the extent any loss suffered by Design-Builder is covered by any Commercial General Liability policy, Automobile policy, Workers' Compensation policy, or Builders' Risk policy described in **Required Coverages** above. Design-Builder agrees to advise its broker/agent/insurer about this provision and obtain any endorsements, if needed, necessary to ensure the insurer agrees.
10. **Non-compliance:** The DISTRICT reserves the right to withhold payments to the Design-Builder in the event of material noncompliance with the insurance requirements outlined above.
11. **Please mail the certificates and endorsements to:**

**Contract Administrator
Santa Clara Valley Water District
5750 Almaden Expressway
San Jose, CA 95118**

IMPORTANT: On the certificate of insurance, please note either the name of the project or the name of the DISTRICT contact person or unit for the contract.

If your insurance broker has any questions, please advise him/her to call Mr. David Cahen, DISTRICT Risk Management Administrator, at (408) 630-2213.

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ATTACHMENT D SCORING MATRIX

A. PART I. CONTACT INFORMATION & CERTIFICATION and PART II: GENERAL INFORMATION

Attachment E, Part I and Part II seek information about the makeup of the Design-Build Entity, and is for identification purposes only. There is no evaluative scoring value for these parts.

B. PART III: MINIMUM REQUIREMENTS FOR QUALIFICATION

Attachment E, Part III seeks information about various members of the Design-Build Entity, and consists of pass/fail questions. This is the first step in rating the Design-Build Entity. A Design-Build Entity that “fails” any one of the Questions 1-20 listed in Part III will be disqualified (except with respect to Question 20 to the extent the DB Entity is a party to an alternative dispute resolution system as identified in Question 20).

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C. PART IV: MINIMUM QUALIFICATION REQUIREMENTS (SCORED QUESTIONS)

C.1.) PART IV.A. SCORED QUESTIONS FOR THE GENERAL CONTRACTOR

The maximum possible score for Attachment E Part IV.A. is 140.

A minimum score of 105 must be attained or the General Contractor will be rated as not qualified which in turn disqualifies the Design-Build Entity.

Failure to provide an explanation for a “Yes” answer to Questions A-2 to A-14 may result in DB Entity disqualification.

Question #	Quantity	Yes	No	Score
A-1	10 yrs and more = 10pts 8 to 9 yrs = 6pts 6 to 7 yrs = 3pts 5 yrs or less = 0pts	N/A	N/A	
A-2	N/A	0	10	
A-3	N/A	0	10	
A-4	0 Project = 10 pts; 1 Project = 7 pts; 2 Projects = 3 pts; More than 2 Projects = 0 pts	N/A	N/A	
A-5	N/A	0	5	
A-6	N/A	0	10	
A-7	5 pts for 0 or 1 instance 3 pts for 2 instances 0 pts for more than 2 instances	N/A	N/A	
A-8	5 pts for 0 or 1 instance 3 pts for 2 instances 0 pts for more than 2 instances	N/A	N/A	
A-9	N/A	0	5	
A-10	N/A	0	5	
A-11	N/A	0	10	
A-12	N/A	-5	5	
A-13	N/A	-10	5	
A-14	N/A	-10	5	
A-15	5 pts for 0 instance -5 pts for 1 or more instances	N/A	N/A	
A-16	5 pts for 0 or 1 instance 3 pts for 2 instances 0 pts for more than 2 instances	N/A	N/A	
A-17	5 pts for 0 to 1 instance 3 pts for 2 instances 0 pts for more than 2 instances	N/A	N/A	

Question #	Quantity	Yes	No	Score
A-18	<i>10 pts for at least once a week 5 pts for every two weeks 0 pts for less than every two weeks</i>	N/A	N/A	
A-19	<i>5 pts for 0 instance 0 pts for greater than 0</i>	N/A	N/A	
A-20	<i>5 pts for 0 instance 0 pts for 1 instance or more</i>	N/A	N/A	
A-21	<i>N/A</i>	N/A	N/A	
A-22	<i>5 pts for 0 to 2 instances 3 pts for 3 instances 0 pts for more than 3 instances</i>	N/A	N/A	
Total Score (Disqualified if less than 105)				

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C.2.) PART IV.B. SCORED QUESTIONS FOR THE PRINCIPAL ENGINEERING FIRM

The maximum possible score for Attachment E Part IV.B. is 100.

A minimum score of 75 must be attained or the Principal Engineering Firm will be rated as not qualified which in turn disqualifies the Design-Build Entity.

Failure to provide an explanation for a “Yes” answer to Questions B-4 to B-6 may result in DB Entity disqualification.

Question #	Quantity	Yes	No	Score
B-1	15 yrs + = 13pts 10 to 14 yrs = 7pts Less than 10 yrs = 0 points	N/A	N/A	
B-2	N/A	0	12	
B-3	N/A	0	12	
B-4	7 pts for 0 instances 4 pts for 1-3 instances 0 pts for more than 3 instances	N/A	N/A	
B-5	7 pts for 0 instances 4 pts for 1- 2 instances 0 pts for more than 2 instances	N/A	N/A	
B-6	7 pts for 0 or 1 instance 4 pts for 2 instances 0 pts for more than 2 instances	N/A	N/A	
B-7	N/A	0	7	
B-8	7 pts for 0 instance 0 pts for greater than 0	N/A	N/A	
B-9	N/A	-5	7	
B-10	N/A	-10	7	
B-11	N/A	-10	7	
B-12	N/A	-10	7	
Total Score				
(Disqualified if less than 75)				

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D. PART V: DB ENTITY AND DB TEAM EXPERIENCE

For at least two (2) of the completed projects provided in Attachment E, Part V, the DISTRICT may interview the Owner Reference identified in Attachment E, Part V – Project Data Sheet to verify the information provided.

The DISTRICT reserves the right to disqualify a project for consideration where the contact person given demonstrates a lack of knowledge regarding the specifics of the project in question and/or the DB Entity’s performance on that project.

E. PART VI: KEY PERSONNEL EXPERIENCE

The DISTRICT may interview the Owner Reference provided in Attachment E, Part VI – Key Personnel Project Data Sheet to verify the information provided for each of the Key Personnel listed.

F. PART VII: FINANCIAL CAPABILITY

The data provided by Respondents in the template included in Attachment E Part VII will be used to determine the scores for the Financial Capability criterion.

G. PART VIII: ORGANIZATION AND MANAGEMENT APPROACH

The information provided by Respondents in Attachment E Part VIII will be used to facilitate understanding of the proposed DB Entity and Team structure and the reporting relationships of individual Key Personnel within that structure. There is no direct evaluative scoring value for this Part.

H. OVERALL SCORING MATRIX FOR SOQ SUBMISSIONS

DB Entities that pass the minimum requirements set forth in the various parts of the SOQ will be further evaluated and scored in accordance with the following scoring matrix. The raw scores so determined will be converted into final scores in accordance with the weighting provided in Section 6.1.

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Scoring Matrix

EVALUATION CRITERIA	Max Raw Score	Max Category Total	Weighting
DB Entity and DB Team Experience (Part V) Option 1- DE Led by General Contractor 50 Principal Engineering Firm 50 Option 2- DE Led by Principal Engineering Firm 50 General Contractor 50 Option 3- DE as GC and PEF 100 Total for DB Entity and DB Team Experience		100	40%
Key Personnel Experience (Part VI) Project Manager 30 Principal Engineer 15 Lead Pipeline Design Engineer 10 On-Site Project Manager 35 Project Superintendent 10 Total for Key Personnel Experience	100	100	40%
Financial Capability (Part VII) (Scores are obtained from information provided by Respondents in Template in Part VII) Option 1- DE Led by General Contractor 25 Principal Engineering Firm 25 Option 2- DE Led by Principal Engineering Firm 25 General Contractor 25 Option 3- DE as GC and PEF 50 Total for Financial Capability and Experience		50	20%
TOTAL		250	100%

Scoring Guidelines for Part V- DB Entity and DB Team Experience

	Criteria	Projects Attributed to Principal Engineer Firm (PEF)			Project Attributed to General Contractor (GC)			Project Attributed to Other Design Firms (ODF)	
		Project A	Project B	Project C	Project D	Project E	Project F	ODF A's Projects	ODF B's Projects
1	Reference project completed within last 15 years (Yes/No)	If the answer to any of the Items 1, 2, and 3 is "Yes", the reference project will not be considered for evaluation and scoring purposes. Refer to Attachment E Part III for minimum qualification requirements.							
2	Reference project value over \$10 million (Yes/No)								
3	Reference project in pressurized water, wastewater or recycled water pipeline projects (Yes/No)								
4	PEF Experience with alternative project delivery methods (0 to 10 points with greater points for experience in PDB)								
5	PEF experience with planning and design of pressurized water, wastewater or recycled water pipeline projects similar to the PROJECT. (0 to 10 points with greater points for experience with pipelines 36" dia or greater)								
6	PEF experience with planning and design of projects involving tunneling and pipe jacking under freeways, rivers, railroad tracks, etc. or other complex challenges such as fault crossings. (0 to 10 points)								
7	GC Experience with alternative project delivery methods. (0 to 10 points with greater points for experience in PDB)								
8	GC experience with construction and construction management of pressurized water, wastewater or recycled water pipeline projects similar to the PROJECT. (0 to 10 points with greater points for experience with pipelines 36" dia or greater)								

9	GC experience with construction and construction management of projects involving tunneling and pipe jacking under freeways, rivers, railroad tracks, etc. or other complex challenges such as fault crossings. (0 to 10 points)								
10	Did PEF and GC work together on this reference project? (0 point if not, up to 10 point if yes)								
11	DB Team's demonstrated experience in outreach efforts with the public, agencies having jurisdiction and other interested public and private agencies and parties during project design and construction. (0 to 10 points, with 0 point for no applicable experience)								
12	Other Design Firms' experience with planning and design of pressurized water, wastewater or recycled water pipeline projects similar to the PROJECT. (0 to 10 points, with greater points for experience with technically more challenging projects)								

	Raw Score (Each Reference Project)								
	Total Raw Score (All Reference Projects) before Equalization. Max 320 points		(Max raw score before equalization is 320)						
	Total Raw Score (All Reference Projects) after Equalization = (Total Raw Score Before Equalization)*100/320		(Max equalized raw score is 100)						
	Total Weighted Score for Part V= 40%*(Total Raw Score after Equalization)		(Max weighted score is 40)						

ATTACHMENT E
STATEMENT OF QUALIFICATIONS FORMS

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STATEMENT OF QUALIFICATIONS

PROGRESSIVE DESIGN-BUILD SERVICES FOR PURIFIED WATER PIPELINE PROJECT

DB Entity: _____

Date: _____

Volume: _____

Note: Only Parts I through VIII of this document (including any requested or required supporting documents) are to be submitted.

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PART I: CONTACT INFORMATION AND CERTIFICATION

The DB Entity must provide all of the following contact information to be considered for further review.

The DB Entity must also include a signed SOQ Transmittal Form (Appendix 1 SOQ Transmittal Form), certifying that the statements and information contained in this Statement of Qualifications are complete and accurate and that the submittal contains no false or deliberately misleading information. By signing the SOQ Transmittal Form, the DB Entity acknowledges that receipt of this submittal by the DISTRICT does not constitute either a direct or implied guarantee to the DB Entity that it will be short-listed. By signing the SOQ Transmittal Form and submitting this SOQ, the DB Entity further agrees to be bound by the procedures and conditions as described in this RFQ.

The DB Entity is the entity that will execute the Design- Build Contract. If the legal entity constituting the DB Entity has not yet been formed, questions referring to the DB Entity should be answered as if the DB Entity has been formed.

A. CONTACT INFORMATION

1. Legal Name of DB Entity: _____
2. Address of DB Entity: _____
3. Phone Number of DB Entity: _____
4. Contact Person and Title: _____

Contact person for this SOQ. Contact does not need to be Company Owner

Contact Person E-mail: _____

5. DB Entity is:
- | | | | |
|--------------------------|-------------------------------------|--------------------------|-----------------|
| <input type="checkbox"/> | A Corporation | <input type="checkbox"/> | A Partnership |
| <input type="checkbox"/> | A Sole Proprietorship | <input type="checkbox"/> | A Joint Venture |
| <input type="checkbox"/> | Other legal entity (specify): _____ | | |

6. Date of company formation or incorporation: _____

7. Under the laws of what state: _____

B. DESIGN-BUILD TEAM MEMBERS

In the spaces provided below, name the General Contractor and the Principal Engineering Firm:

- 1. General Contractor Name: _____
- 2. Principal Engineering Firm Name: _____

NOTE: DB Entities should only list the Other Design Firms that will participate in providing Design Services for the PROJECT, if any.

- 3. Other Design Firm Name: _____

Explain involvement with the Design:

- 4. Other Design Firm Name: _____

Explain involvement with the Design:

NOTE: Attach additional pages for additional Design Firms if necessary.

C. ORGANIZATIONAL DOCUMENTS

If the DB Entity is a privately held corporation, Limited Liability Company, Partnership, Joint Venture, or other legal entity:

- 1. Provide a copy of the organizational documents or agreement committing to form the same as provided below.
- 2. Indicate all shareholders, partners or members who will perform work on the PROJECT.

D. EXECUTION & CERTIFICATION

Complete and attach **Appendix 1 SOQ Transmittal Form**: All information set forth in this SOQ shall be certified under penalty of perjury by the Design-Build Entity and, if a partnership or joint venture, its general partners or joint venture members.

-End of Part I-

PART II: GENERAL INFORMATION

The DB Entity must provide all of the following information:

A. INFORMATION ABOUT THE GENERAL CONTRACTOR

1. Name of General Contractor: _____
2. Date of company formation or incorporation: _____
3. Under the laws of what state: _____
4. General contractor is a (*select one and provide requested information*):
 - Corporation – provide information in 4a(1) and 4a(2)
 - Sole proprietorship – provide information in 4b(1) and 4b(2)
 - Joint Venture, Partnership or Other legal entity – provide information in 4c(1) and 4c(2)

4a(1). If the General Contractor is a **corporation**, provide all the following information as of the date of issuance of this RFQ for each person who is either (a) an officer of the corporation (president, vice president, secretary, treasurer), or (b) the owner of at least 10% of the corporation's stock.

Person's Name	Position	Years with Co.	% Ownership
CEO			
President			
Secretary			
Treasurer			

4a(2). Identify every construction firm that any person listed above has been associated with (as owner, general partner, limited partner or officer) at any time during the last five years (immediately before the date of issuance of this RFQ).

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

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

4b(1). If the General Contractor is a **sole proprietorship**, complete the following:

Owner	Years as Owner

4b(2). Identify every construction firm that the business owner has been associated with (as owner, general partner, limited partner or officer) at any time during the last five years (immediately before the date of issuance of this RFQ).

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

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

4c(1). If the General Contractor is a ***joint venture, partnership, or other legal entity (other than corporation)***, provide all the following information as of the date of issuance of this RFQ for each member of the joint venture, each partner or each other legal entity member who owns 10 per cent or more of the firm (*attach additional pages if necessary*).

Name of Individual or Entity	Principal Contact	Position	Years with JV/ Partnership/ Association	% Ownership Interest

4c(2). Identify every construction company that any partner has been associated with (as owner, general partner, limited partner or officer) at any time during the last five years (immediately before the date of issuance of this RFQ).

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

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

5. Has there been any change in ownership of the General Contractor at any time during the last three (3) years (immediately before the date of issuance of this RFQ)?

NOTE: A corporation whose shares are publicly traded is not required to answer this question but must check the “Publicly Traded” box.

Yes No Publicly Traded

If “yes,” explain on a separate page.

6. Is the General Contractor a subsidiary, parent, holding company or affiliate of another construction or design firm?

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

Yes No

If “yes,” explain on a separate page.

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

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

Yes No

If "yes," explain on a separate page.

8. NOT USED

9. List all license numbers, classifications and expiration dates of the California contractor's licenses held by the General Contractor, including any licenses or registration with the California Department of Industrial Relations required in accordance with SB 854:

License Number	Trade Classification	Date Issued	Expiration Date

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

11. Has the General Contractor changed names or license numbers in the past five (5) years (immediately before the date of issuance of this RFQ)?

Yes No

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

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

Yes No

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

13. Provide surety information for General Contractor:

Bonding Co./Surety: _____

Surety Agent: _____

Agent Address: _____

Phone Number: _____

14. List all other sureties (name and full address) that have written bonds for the General Contractor during the last five years (immediately before the date of issuance of this RFQ). Include the periods during which each wrote the bonds.

Surety	Address	Periods of Coverage

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B. INFORMATION ABOUT THE PRINCIPAL ENGINEERING FIRM

1. Provide the following:

Name of Principal Engineering Firm: _____

Name of Principal Engineer: _____

License Number: _____

Years in Practice: _____

2. **Is the Principal Engineering Firm different from that of the General Contractor?**

Yes; answer all questions below

No; proceed to Question 11

3. Date of company formation or incorporation: _____

4. Under the laws of what state: _____

5. Principal Engineering Firm is a (select one and provide requested information):

Corporation – provide information in 5a

Sole proprietorship – provide information in 5b

Joint Venture, Partnership or Other legal entity – provide information in 5c

5a. If the Principal Engineering Firm is a **corporation**, provide all the following information as of the date of issuance of this RFQ for each person who is either (a) an officer of the corporation (president, vice president, secretary, treasurer), or (b) the owner of at least 10% of the corporation's stock.

Person's Name	Position	Years with Co.	% Ownership
CEO			
President			
Secretary			
Treasurer			

- 5b. If the Principal Engineering Firm is a **sole proprietorship**, complete the following:

Owner	Years as Owner

- 5c. If the Principal Engineering Firm is a ***joint venture, partnership, or other legal entity (other than corporation)***, provide all the following information as of the date of issuance of this RFQ for each member of the joint venture, each partner or each other legal entity member who owns 10 per cent or more of the firm (*attach additional pages if necessary*).

Name of Individual or Entity	Principal Contact	Position	Years with JV/ Partnership/ Association	% Ownership Interest

6. Has there been any change in ownership of the Principal Engineering Firm at any time during the last three (3) years (immediately before the date of issuance of this RFQ)?

NOTE: A corporation whose shares are publicly traded is not required to answer this question but must check the “Publicly Traded” box.

Yes No Publicly Traded

If “yes,” explain on a separate page.

7. Is the Principal Engineering Firm a subsidiary, parent, holding company or affiliate of another design or construction firm?

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

Yes No

If “yes,” explain on a separate page.

8. NOT USED

9. Has any corporate officers, partners or owners of the Principal Engineering Firm worked

for any other engineering or architectural firms in the past five (5) years (immediately before the date of issuance of this RFQ):?

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

Yes No

If "yes," explain on a separate page.

10. Has the Principal Engineering Firm changed names in the past five (5) years (immediately before the date of issuance of this RFQ)?

Yes No

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

11. Provide the following information for all known Engineers and Architects who will be working on the design for this PROJECT: *(attach additional pages if necessary)*

Engineer/ Architect	Discipline	License Number	Years in Practice

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C. INFORMATION ABOUT THE OTHER DESIGN FIRMS, IF ANY

For each of the Other Design Firms identified in Part I.B, if any, provide the information below.

1. Name of Other Design Firm: _____

Element of Design to be Performed: _____

Provide the following information for all known Engineers and Architects of this Other Design Firm who will be working on the design for this PROJECT: *(attach additional pages if necessary)*

Engineer/ Architect	Discipline	License Number	Years in Practice

2. Name of Other Design Firm: _____

Element of Design to be Performed: _____

Provide the following information for all known Engineers and Architects of this Other Design Firm who will be providing detailed design for this PROJECT: *(attach additional pages if necessary)*

Engineer/ Architect	Discipline	License Number	Years in Practice

NOTE: Attach additional pages for additional Other Design Firms if necessary.

-End of Part II-

PART III: MINIMUM REQUIREMENTS FOR QUALIFICATION

This Part III is the first step in evaluating the DB Entity. It seeks information about various members of the Design-Build Team, and consists of questions that must be answered correctly or the DB Entity will be disqualified.

NOTE: DB Entity will be immediately disqualified if the answer to any of questions 1 through 5 is “No”.

1. Does the General Contractor possess a valid and current California contractor’s license for this PROJECT for which the DB Entity intends to submit a proposal?

Yes No

2. Refer to the Section 7.3 of this RFQ regarding insurance requirements for this PROJECT. Is the DB Entity able to obtain (or has) insurance in the limits stated in Attachment C?

Yes No

Provide a notarized declaration from the Insurance Company or from the broker/agent stating that the DB Entity is able to obtain or has insurance in the limits stated in Attachment C for this PROJECT.

3. Does the General Contractor and each proposed subcontractor have current workers’ compensation insurance coverage as required by the Labor Code or are legally self-insured pursuant to Labor Code section 3700 et. seq.?

Yes No

4. Is the DB Entity able to obtain performance and payment bonds for the PROJECT, which is expected to involve a construction contract cost as defined in Section 2.5.A of this RFQ?

Name of bonding company/surety: _____

Name of surety agent, address and telephone number: _____

Provide a notarized statement from the Surety Company stating the amount of bonding currently available to the DB Entity for this estimated construction contract cost.

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

5. Has the financial information required in PART VII: FINANCIAL been provided?

Yes No

Note: Include the financial information in PART VII: FINANCIAL.

NOTE: DB Entity will be immediately disqualified if the answer to any of questions 6 through 12 are “Yes”.

6. Has any contractor license held by the General Contractor or any member of the proposed DB Team members been revoked or suspended without a successful appeal for reinstatement, within the last five (5) years (immediately before the issuance of this RFQ)?
- Yes No
7. Within the last five (5) year (immediately before the issuance of this RFQ), has a surety firm completed a contract or paid for completion of a contract on behalf of the General Contractor or any member of the DB Team?
- Yes No
8. At the time of submitting this SOQ, is the General Contractor or any member of the DB Team ineligible to bid on or be awarded a public works contract with the DISTRICT or any other public agency, for any reason, including as a result of a voluntary settlement agreement?
- Yes No
9. At the time of submitting this SOQ, is the General Contractor or any member of the DB Team ineligible to bid on or be awarded a public works contract pursuant to either Labor Code section 1777.1 or Labor Code section 1777.7?
- Yes No
10. At any time during the last five (5) years (immediately before the issuance of this RFQ), has the General Contractor or any member of the DB Team 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
11. Has any professional license, credential or registration held by any Architect who will provide services been revoked or suspended at any time in the last five years (immediately before the issuance of this RFQ)?
- Yes No
12. Has any professional license, credential or registration held by any Engineer who will provide services been revoked or suspended at any time in the last five years (immediately before the issuance of this RFQ)?
- Yes No

NOTE: DB Entity will be immediately disqualified if the answer to any of questions 13 through 17 are “No”.

13. Do all Architects, lead Design Engineers, and the Principal Engineers who are expected to work on the PROJECT possess current California professional licenses for the services which they intend to provide?
- Yes No
14. Pursuant to Public Contract Code Section 22164(c), the DB Entity and all subcontractors hereby agree to use a “skilled and trained workforce” to perform all work on the

PROJECT that falls within an “apprenticeable occupation” in the building and construction trades.

- Yes, the DB Entity and all subcontractors will use a “skilled and trained workforce”
- No

15. Has the Principal Engineering Firm that will design the PROJECT, within the last 15 years before issuance of this RFQ, completed the design of at least three (3) pressurized water, wastewater or recycled water pipeline projects in the United States with final project value of at least \$10 million (in 2015 dollars)?

- Yes
- No

State the name of the projects below and list the projects in Part V: DB Entity and DB Team Experience:

Refer to Part V for definition of “project value”. For the purpose of this question, the design work must be 100% complete and construction is either in progress or completed.

16. Has the General Contractor that will construct the PROJECT, within the last 15 years before issuance of this RFQ, completed the construction of at least three (3) pressurized water, wastewater or recycled water pipeline projects in the United States with final project value of at least \$10 million (in 2015 dollars)?

- Yes
- No

State the name of the projects below and list the projects in Part V: DB Entity and DB Team Experience:

Refer to Part V for definition of “project value”. For the purpose of this question, the construction work is 100% complete and the project has passed the leak and pressure tests.

NOTE: For question 17, the DB Entity will be immediately disqualified if the three-year average EMR exceeds 1.00.

17. Experience Modification Rate (EMR)

A. Required EMR Rate for the General Contractor that has performed work in California:

List the General Contractor’s EMR (California workers’ compensation insurance) for each of the past three premium years; calculate the three-year average:

	Year	LIST EMR
Most recent available year		
Previous year		
Year prior to previous year		
Three-year average EMR:		

- B. Required EMR Rate for the General Contractor that has not performed work in California:

If your firm has not performed work in California during at least the three most recent years, you must list below your firm's Interstate Experience Modification Rate for each of the past three premium years; calculate the three-year average. You must also attach to this submittal documentation clearly showing an Interstate Experience Modification Rate for each of the past three premium years.

Note: Leave the following table empty if you have performed work in California during the three most recent years.

	Year	LIST Interstate EMR
Most recent available year		
Previous year		
Year prior to previous year		
Three-year average EMR:		

NOTE for questions 18 through 20: The average total recordable injury and illness rate (also known as OSHA Incidence Rate) and average lost work rate (also known as the Lost Workday Incidence Rate) for the most recent three-year period must not exceed the applicable statistical standards for its business category. As an alternative, a DB Entity may be deemed to have an acceptable safety record in those categories if the DB Entity is a party to an alternative dispute resolution system as provided for in Section 3201.5 of the Labor Code. Should none of these requirements be met, then the DB Entity will be immediately disqualified.

18. List the General Contractor's total recordable injury/illness rate for each of the past three premium years, and include the applicable statistical standard for that year of the appropriate category; calculate the three-year average.

	Year	Average total recordable injury/illnesses	Applicable statistical standard for that year	Applicable business category (describe category)
Most recent available year				
Previous year				
Year prior to previous year				
Three-year average:				

19. List the General Contractor's lost work rate for each of the past three premium years, and include the applicable statistical standard for that year of the appropriate category; calculate the three-year average.

	Year	Lost work rate	Applicable statistical standard for that year	Applicable business category (describe category)
Most recent available year				
Previous year				
Year prior to previous year				
Three-year average:				

20. Is your firm a party to an alternative dispute resolution system as provided for in Section 3201.5 of the Labor Code?

Yes No

If "yes," attach a separate page describing how your firm is a party to an alternative dispute resolution system.

-End of Part III-

PART IV: MINIMUM QUALIFICATION REQUIREMENTS (SCORED QUESTIONS)

A. SCORED QUESTIONS FOR THE GENERAL CONTRACTOR

Provide the following information about the General Contractor that will construct the PROJECT. If the General Contractor is itself the DB Entity, then provide all information requested as it relates to the DB Entity itself.

Name of General Contractor: _____

A-1. How many years has the General Contractor been licensed in California under their present business name and license number?

- 10 years or more 8 to 9 years 6 to 7 years 5 years or less

Note: Failure to provide a letter of explanation for a “Yes” answer to Questions A-2 and A-3 may result in immediate DB Entity disqualification.

A-2. Is the General Contractor 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.

A-3. Was the General Contractor in bankruptcy at any time during the last five (5) years (immediately before the issuance of this RFQ)?

Note: This question refers *only* to a bankruptcy action that was *not* described in answer to question A-2, above.

- Yes No

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

Note: Failure to provide an explanation for “yes” answer to Questions A-4 to A-14 may result in immediate DB Entity disqualification.

A-4. At any time in the last five (5) years (immediately before the issuance of this RFQ) has the General Contractor been assessed and paid liquidated damages of more than \$50,000 on a construction contract with either a public or private owner?

- Yes No

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

A-5. Has the General Contractor ever defaulted on a construction contract?

Yes No

If "yes," explain on a separate page.

A-6. In the last five (5) years (immediately before the issuance of this RFQ) has the General Contractor been debarred, disqualified, removed or otherwise prevented from bidding on, or completing, any government agency or public works project for any reason?

Yes No

If "yes," explain on a separate page. State the name of the organization debarred, the name of the person within your firm who was associated with that organization, the year of the event, the owner of the project, and the basis for the action.

NOTE: The following two questions refer only to disputes between contractors and owners of projects. You need not include information about disputes with suppliers, other contractors, or subcontractors. You need not include information about "pass-through" disputes in which the actual dispute is between a subcontractor and a project owner.

A-7. In the past five (5) years (immediately before the issuance of this RFQ) has any claim, dispute or lawsuit in excess of \$50,000 been **filed in court or arbitration against** the General Contractor concerning their work on a construction project?

Yes No

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

A-8. In the past five (5) years (immediately before the issuance of this RFQ) has the General Contractor made any claim, dispute or lawsuit in excess of \$50,000 against a project owner concerning work on a project or payment for a contract and filed that claim in court or arbitration?

Yes No

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

A-9. At the time of submitting this SOQ, does the General Contractor or any first- or second-tier subcontractor or supplier anticipated to be utilized on this PROJECT by the General Contractor currently have an unresolved Stop Notice filed on any DISTRICT or other public agency projects?

- No
- Yes, one unresolved Stop Notice
- Yes, two or more unresolved Stop Notices

If "yes," explain on a separate page. Identify the year of the event, the owner, the project and the detailed explanation for the stop notice.

A-10. In the last five (5) years (immediately before the issuance of this RFQ) has any insurance carrier, or any form of insurance, refused to renew the insurance policy for the General Contractor due to non-payment or contractor losses?

- Yes No

If "yes," on a separate page provide the name of the insured, name the insurance carrier, the form of insurance and the year of the refusal.

A-11. During the last five (5) years (immediately before the issuance of this RFQ), has the General Contractor ever been denied bond coverage by a surety company, or has there ever been a period of time when your firm had no surety bond in place during a public construction project when one was required?

- Yes No

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

A-12. Has the General Contractor **ever** been found liable in a civil suit or found guilty in a criminal action for making any false claim or material misrepresentation to any private or public agency or entity?

- Yes No

If "yes," explain on a separate page, including identifying who was found liable or guilty, the court and case number, the name of the public entity, the civil or criminal verdict, the date and the basis for the finding.

A-13. Has the General Contractor **ever** been convicted of a crime involving any federal, state, or local law related to construction?

- Yes No

If "yes," explain on a separate page, including identifying who was convicted, the name of the victim, the date of the conviction, the court and case number, the crimes, and the grounds for the conviction.

A-14. Has the General Contractor 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 page the person or persons convicted, the year, the court (the county if a state court; the district or location of the federal court), the case number, the crimes, and the grounds for conviction.

A-15. Has CAL OSHA or any other state OSHA agency cited and assessed penalties against the General Contractor for any "serious," "willful" or "repeat" violations of its safety or health regulations in the past five (5) years?

NOTE: If General Contractor has filed an appeal of a citation, and the state's Occupational Safety and Health Appeals Board has not yet ruled on the appeal, General Contractor need not include information about it.

Yes No

If "yes," attached a separate page describing all 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, and the amount of penalty paid, if any. If any 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. Note, "serious," "willful" or "repeat" violations may deem a DB Entity disqualified.

A-16. Has the Federal Occupational Safety and Health Administration cited and assessed penalties against the General Contractor in the past five (5) years (immediately before the issuance of this RFQ)?

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

Yes No

If "yes," on separate page describe the citations, the party against whom the citation was made, date of citation, nature of the violation, project on which the citation was issued, owner of project, and the amount of penalty paid, if any. State the case number and date of any decision.

A-17. Has the EPA, any Air Quality Management District or any Regional Water Quality Control Board cited and assessed penalties against either the General Contractor or the owner of a project on which the preceding parties were performing on a contract in the past five (5) years?

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

Yes No

If "yes," on separate page describe the citations, the party against whom the citation was made, date of citation, nature of the violation, project on which the citation was issued, owner of project, and the amount of penalty paid, if any. State the case number and date of any decision.

A-18. Do you require documented safety meetings to be held for construction employees and field supervisors during the course of a project? (*select one*)

- Yes, at least once a week
- Yes, every two weeks
- Yes, less than every two weeks

A-19. Within the last five (5) years (immediately before the issuance of this RFQ) has there ever been a period when your firm had employees but was without workers' compensation insurance or state-approved self-insurance?

- Yes
- No

If "yes," please explain the reason for the absence of workers' compensation insurance on a separate 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 firm 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 firm has been in the construction business.)

A-20. In the past five (5) years (immediately before the issuance of this RFQ) has the General Contractor been assessed any penalties and/or liquidated damages in excess of \$15,000 due to the failure to pay prevailing wage or failure to submit Certified Payroll Reports?

- No
- Yes, one penalty has been assessed
- Yes, two or more penalties have been assessed

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

A-21. If the General Contractor operates its own State-approved apprenticeship program, **provide the following information on a separate page and insert in this Part IV:**

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

A-22. At any time during the last five years (immediately before the issuance of this RFQ), has the General Contractor been found to have violated any provision of California apprenticeship laws or regulations, or the laws pertaining to use of apprentices on public works?

Yes No

If "yes," provide the date of the findings and attach a copy of the final decision.

Date of Findings

B. SCORED QUESTIONS FOR THE PRINCIPAL ENGINEERING FIRM

Provide the following information about the Principal Engineering Firm (“Firm”) that will design the PROJECT. If the Principal Engineering Firm is itself the DB Entity, then provide all information requested as it relates to the DB Entity itself.

Name of Principal Engineering Firm: _____

Name of Principal Engineer: _____

B-1. How many years has the Principal Engineer been licensed and practicing in California?

- 15 years or more 10 to 14 years Less than 10 years

B-2. Is the Firm currently the debtor in a bankruptcy case?

- Yes No

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

B-3. Was the Firm in bankruptcy at any time during the last five (5) years (immediately before the issuance of this RFQ)?

Note: This question refers *only* to a bankruptcy action that was *not* described in answer to question B-2, above.

- Yes No

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

Note: Failure to provide an explanation for “yes” answer to Questions B-4 to B-6 may result in immediate DB Entity disqualification.

B-4. In the last five (5) years (immediately before the issuance of this RFQ) has the Principal Engineer or the Firm been debarred, disqualified, removed or otherwise prevented from bidding on, or completing, any government agency or public works project for any reason?

- Yes No

If “yes,” explain on a separate page. State the name of the organization debarred, the year of the event, the owner of the project, and the basis for the action.

B-5. In the past five (5) years (immediately before the issuance of this RFQ) has any claim, dispute or lawsuit in excess of \$50,000 been **filed in court or arbitration against** the Principal Engineer or the Firm concerning its design work on a construction project?

Yes No

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

B-6. In the past five (5) years (immediately before the issuance of this RFQ) has the Principal Engineer or the Firm made any claim, dispute or lawsuit in excess of \$50,000 against a project owner concerning its design work on a project or payment for a contract and **filed that claim in court or arbitration**?

Yes No

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

B-7. In the last five (5) years (immediately before the issuance of this RFQ) has any insurance carrier, or any form of insurance, refused to renew the insurance policy for the Principal Engineer or the Firm, based on non-payment or losses?

Yes No

If "yes," on a separate page provide the name of the insured, name the insurance carrier, the form of insurance and the year of the refusal.

B-8. Within the last five (5) years (immediately before the issuance of this RFQ) has there ever been a period when your firm had employees but was without workers' compensation insurance or state-approved self-insurance?

Yes No

If "yes," please explain the reason for the absence of workers' compensation insurance on a separate 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.

B-9. Has the Principal Engineer or the Firm ever been found liable in a civil suit or found guilty in a criminal action for making any false claim or material misrepresentation to any private or public agency or entity?

Yes No

If "yes," explain on a separate page, including identifying who was found liable or guilty, the court and case number, the name of the public entity, the civil or criminal verdict, the date and the basis for the finding.

B-10. Has the Principal Engineer or the Firm **ever** been convicted of a crime involving any federal, state, or local law related to design?

Yes No

If "yes," explain on a separate page, including identifying who was convicted, the name of the victim, the date of the conviction, the court and case number, the crimes, and the grounds for the conviction.

B-11. Has the Principal Engineer or the Firm **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 page the person or persons convicted, the year, the court (the county if a state court; the district or location of the federal court), the case number, the crimes, and the grounds for conviction.

B-12. Has the California Department of Consumer Affairs, or an equivalent agency in any other state, taken any disciplinary action against the Principal Engineer?

Yes No

If "yes," please explain on a separate page.

–End of Part IV–

PART V: DB ENTITY AND DB TEAM EXPERIENCE

The DB Entity shall submit all project experience information in accordance with the instructions that follow. Failure to meet the submittal or experience requirements listed below for submitted past projects will deem the DB Entity as disqualified.

Definitions:

- a. "Completed Project" as used in this Part V means:
 - o For the General Contractor, the project has passed the leak and pressure testing for the entire pipeline including all appurtenances.
 - o For the Principal Engineering Firm and Other Design Firms, the project design work is complete and the construction is either in progress or completed.
- b. "Project Value" represents the individual project cost, inclusive of engineering design costs and construction costs including trench backfill, leak and pressure testing, pavement restoration, and final clean-up.

A. GENERAL CONTRACTOR AND PRINCIPAL ENGINEERING FIRM CONSTRUCTION AND DESIGN EXPERIENCE

The DB Entity shall identify at least six (6) and no more than eight (8) completed projects by the General Contractor and the Principal Engineering Firm in the format prescribed by the **Project Data Sheets**, provided immediately following this Part. Any project beyond the eighth will not be read nor considered.

- a. At least 3 of those projects must be attributed to the Principal Engineering Firm of the DB Team. However, only 3 of these projects will be considered for SOQ evaluation and scoring purposes. Respondent must identify in the SOQ which 3 projects that are attributable to the Principal Engineering Firm should be evaluated and scored by the Selection Committee.
- b. At least 3 of those projects must be attributed to the General Contractor of the DB Team. However, only 3 of these projects will be considered for SOQ evaluation and scoring purposes. Respondent must identify in the SOQ which 3 projects that are attributable to the General Contractor should be evaluated and scored by the Selection Committee.
- c. All dollar amounts referenced are in 2015 dollars. Respondents shall reference http://www.bls.gov/data/inflation_calculator.htm to convert prior years' dollars to 2015 dollars. Show any calculations used.

Each of the reference projects must have been completed in the past 15 years (immediately before the issuance of this RFQ) and demonstrate the DB Entity's experience with design and construction of pressurized water, wastewater or recycled water pipeline projects in the United States, and be over \$10 million in Project Value in order for it to be qualified for SOQ evaluation and scoring purposes. The DB Entity's attention is directed to Part III: Minimum Requirements for Qualification, Questions 15 and 16, for related minimum qualification requirements.

The SOQ must identify how the DB Entity held a prime role as the General Contractor, the Principal Engineering Firm, or both.

These reference projects shall demonstrate expert knowledge and experience in design and construction of pressurized water, wastewater or recycled pipeline projects. Design and construction experience with pipeline projects in urban areas involving complex coordination with a multitude of stakeholders and agencies having jurisdictions including, but not limited to, the public, homeowners associations, private corporations (such as PG&E, water companies, etc.), cities and counties; transportation and transit agencies, regulatory agencies, etc. are highly desirable. Experience with alternative project delivery methods (i.e., Design-Build, Progressive Design-Build, Design-Build-Operate, Construction Manager at Risk, etc.) is also highly desirable. In the reference projects, the DB Entity must demonstrate qualifications and experience relevant to the design and construction of this PROJECT.

The reference projects should indicate the extent of construction work that was self-performed, and the nature of the work that was self-performed. In addition, reference projects should describe the work that was subcontracted.

Each reference project should indicate the involvement and responsibilities of the Key Personnel of the DB Entity, highlighting project experience where the Key Personnel of the DB Entity have previously worked together. Refer to Part VI.B for a list of the Key Personnel proposed to be assigned to this PROJECT.

The DISTRICT's assessment of project experience will also include, but are not limited to, reference checks from project owners. Names and references must be current and verifiable.

B. OTHER DESIGN FIRMS

For each of the Other Design Firms identified in Part I.B, if any, provide detailed design experience below.

The DB Entity shall identify at least one (1) and no more than two (2) completed design projects for each of the Other Design Firms, in the format prescribed by the **Project Data Sheets**, provided immediately following this Part.

Note that only reference projects from maximum two (2) Other Design Firms will be considered for evaluation and scoring purposes. If there are more than two (2) Other Design Firms listed in Attachment E Part I, Respondent must identify in the SOQ which two (2) Other Design Firms it wants to have their reference projects evaluated by the Selection Committee.

These reference projects shall demonstrate design experience applicable to the requirements for this PROJECT. Design and/or construction experience with pressurized water, wastewater or recycled pipeline projects in urban areas is highly desirable.

To be eligible for evaluation and scoring purposes, reference projects must have been completed in the past 15 years (immediately before the issuance of this RFQ).

The DISTRICT's assessment of design experience will also include, but are not limited to, reference checks from project owners. Names and references must be current and verifiable.

PROJECT DATA SHEET #_

(One data sheet per project; number each sheet)

NAME OF DESIGN-BUILD TEAM MEMBER: _____

Provide a maximum of 3 pages per project. General format presented below shall be followed, beginning with summary information in the table, followed by responses to each requested statement in the order provided.

Project Name: Project Location:	
Responsible Firm and Role	<i>Name of firm 1: Role Name of firm 2: Role</i>
Key Personnel Title (Refer to Part VI.B)	<i>Name of Key Personnel. Discuss roles and responsibilities (R&R).</i>
Ditto	<i>Ditto</i>
Ditto	<i>Ditto</i>
Delivery Method	<i>List project delivery method such as design-build, design-bid-build, design-build-operate, etc.</i>
Scope of Services	<i>Describe scope of services and/or construction work relative to all phases of project delivery</i>
Pipeline Type and Capacity	<i>Describe the pipeline type, size, pressure rating, and capacity.</i>
Pipeline Appurtenances	<i>Describe major appurtenances such as sectionalizing valves, special joints at fault crossings, etc.</i>
Original Contract Amount	<i>Contract value at time of award, and converted value in 2015 dollars</i>
Final Contract Amount	<i>Provide final contract value and converted value in 2015 dollars; briefly explain if final contract value varies from original contract value, and provide additional information below.</i>
Scheduled Completion Date	<i>Provide scheduled completion date at time of award</i>
Actual Completion Date	<i>Provide current status of project (in design, in construction, completed, completed and operating). Provide actual or projected completion date; briefly explain if actual or projected completion date differs from original scheduled completion date and provide additional information below.</i>
Owner Reference	<i>Provide owner contact name(s), agency, address, phone number, and e-mail address. The owner contact is the project manager or other person who you believe is best qualified to answer interview questions.</i>

Description of Project

Provide narratives to describe objectives of the project, project description and major challenges during design and construction.

Relevancy to the PROJECT

Describe how the project is applicable and relevant to the PROJECT.

Responsible Firms Role

Describe specific role of responsible firms in the design and/or construction of the project. Describe team structure and management.

Contract Amount, Change Orders

Explain if the project was completed within the original construction contract amount. Describe differences of final contract amount compared to award amount. Identify/ describe cause such as owner-added scope, unforeseen conditions, design related issues, or other circumstances.

Contract Schedule

Explain the project schedule and schedule challenges. Explain reason for actual or projected completion date that differs from original scheduled completion date including approved time extensions.

For completed projects, provide following information with blanks filled in:

- a. Original Contract Completion Date: _____
- b. Time Extensions Granted (number of days): _____
- c. Contract End Date (c=a+b): _____
- d. Actual Date of Completion: _____
- e. Date of Recorded Notice of Completion: _____

Project Data Sheets for Other Design Firms may leave schedule information blank.

Claims and Liquidated Damages

For this project, describe history of claims, disputes and litigation over \$50,000 and how resolved. State if any liquidated damages were assessed; state if no liquidated damages were assessed.

Self-Performance and Participation by DB Team Members

For this project, describe the extent of self-performance by the General Contractor, and include a description of the work that was self-performed. In addition, describe participation by members of the DB Team’s Key Personnel and respective role(s).

Permitting and Compliance

Describe history of compliance with permit conditions.

Design and Construction Management Techniques

Explain design collaboration approach and project delivery strategy; provide overview of design and construction challenges and how those challenges were addressed; describe any innovative solutions employed.

–End of Part V–

PART VI: KEY PERSONNEL EXPERIENCE

A. KEY PERSONNEL MATRIX

The DB Entity shall provide a matrix similar to Table 1 below to identify and summarize the experience of all Key Personnel (i.e. personnel proposed to hold positions identified in Part VI.B below) proposed to be assigned to this PROJECT. This matrix shall include:

1. Name of the individual and name of firm
2. The number of years of professional experience; water, wastewater, or advanced recycled water treatment facilities; design-build experience.
3. Role and responsibilities for this PROJECT.
4. Commitment of all Key Personnel (percentage of time) during each stage of this PROJECT.

Table 1 – Summary Key Personnel Experience and Assigned Project Responsibility

	Project Experience in Years			<i>Indicate roles and responsibilities for Key Personnel assigned to this PROJECT in the space below</i>	<i>Indicate percent of time Key Personnel is assigned to this PROJECT in the space below</i>
	Professional Experience	Pressurized Water, Wastewater, Recycled Water Pipeline Projects	Design-Build Projects		
Key Personnel Name and Firm Name					
Ditto					
Ditto					

B. RESUMES AND KEY PERSONNEL PROJECT DATA SHEETS

Provide resumes (limited to three pages each) of the following Key Personnel (indicate if any one person is proposed to carry more than one title):

1. Project Manager (having overall responsibilities for design and/or construction)
2. Principal Engineer (Engineer of Record, having primary responsibilities for Design Services under the Design-Build Contract)
3. Lead Pipeline Design Engineer (if different from Item 2)
4. On-Site Project Manager (having responsibilities for PROJECT construction)
5. Project Superintendent (oversees day-to-day operations on the construction site)

The DB Entity's proposed Project Manager, Principal Engineer, Lead Design Engineer, On-Site Project Manager, and Project Superintendent for the PROJECT must each have at least ten

(10) years of relevant professional experience and worked on a minimum of two (2) projects that are closely related or comparable to this PROJECT, and in the same role as proposed for this PROJECT. **Failure to meet the above minimum requirements for Key Personnel experience will deem the DB Entity as disqualified.**

In addition to the resumes required above, provide three (3) Key Personnel Project Data Sheets **each** for the DB Entity's proposed Project Manager, Principal Engineer, Lead Pipeline Design Engineer, On-Site Project Manager, and Project Superintendent, within the format prescribed by the attached *Key Personnel Project Data Sheets*. Also provide one (1) Key Personnel Project Data Sheet each for all other remaining Key Personnel.

If the proposed Project Manager, Principal Engineer, Lead Pipeline Design Engineer, On-Site Project Manager, and Project Superintendent are the same as those listed in the Project Data Sheets submitted under PART V: DB ENTITY AND DB TEAM EXPERIENCE, then simply check the appropriate box on the Key Personnel Project Data Sheet that will identify the Project Data Sheet number. No further information will need to be submitted to score the proposed Project Manager, Principal Engineer, Lead Pipeline Design Engineer, On-Site Project Manager, and Project Superintendent. Only complete the Key Personnel Project Data Sheet if the proposed Project Manager, Principal Engineer, Lead Pipeline Design Engineer, On-Site Project Manager, and Project Superintendent are different than those projects submitted in PART V.

The DISTRICT's assessment of Key Personnel's project experience will also include, but are not limited to, reference checks from reference project owners.

C. PROPOSED TEAM INTACT

The DISTRICT considers the Key Personnel material to the success of the construction of the PROJECT. Pre-qualified DB Entities will be required to retain the Key Personnel proposed as part of this RFQ process on their proposals. Should any changes to Key Personnel be required, the DB Entity will be required to resubmit all applicable qualification documents and will be subject to a revised qualification score.

NOTE: The Design-Build Contract will include a provision requiring the Design-Builder to assign to the PROJECT the personnel identified in this RFQ.

(REMAINDER OF THIS PAGE INTENTIONALLY LEFT BLANK)

KEY PERSONNEL PROJECT DATA SHEET #___

Submitted for:

NAME: _____

TITLE/ROLE: _____

Select one:

- For position identified above, refer to Project Data Sheet # _____ (enter sheet #). No further information needs to be submitted.
- This is a new Project Data Sheet submitted for the position identified above. All the data requested below is completed.

Project Name Project Location	
Responsible Firm and Role	<i>Name of firm 1: Role Name of firm 2: Role</i>
Key Personnel Title (Refer to Part VI.B)	<i>Name of Key Personnel. Discuss roles and responsibilities (R&R).</i>
Ditto	<i>Ditto</i>
Ditto	<i>Ditto</i>
Delivery Method	<i>List project delivery method such as design-build, design- bid-build, design-build-operate, etc.</i>
Scope of Services	<i>Describe scope of services and/or construction work relative to all phases of project delivery</i>
Pipeline Type and Capacity	<i>Describe the pipeline type, size, pressure rating, and capacity.</i>
Pipeline Appurtenances	<i>Describe major appurtenances such as sectionalizing valves, special joints at fault crossings, etc.</i>
Original Contract Amount	<i>Contract value at time of award, and converted value in 2015 dollars</i>
Final Contract Amount	<i>Provide final contract value and converted value in 2015 dollars; briefly explain if final contract value varies from original contract value, and provide additional information below.</i>
Scheduled Completion Date	<i>Provide scheduled completion date at time of award</i>
Actual Completion Date	<i>Provide current status of project (in design, in construction, completed, completed and operating). Provide actual or projected completion date; briefly explain if actual or projected completion date differs from original scheduled completion date and provide additional information below.</i>
Owner Reference	<i>Provide owner contact name(s), agency, address, phone number, and e-mail address. The owner contact is the project manager or other person who you believe is best qualified to answer interview questions.</i>

-End of Part VI-

PART VII: FINANCIAL CAPABILITY

A. REPORTING ENTITIES

The DB Entity shall provide financial information for each of the following entities in the DB Team (such entities, the “Reporting Entities”):

- The DB Entity
- The General Contractor
- The Principal Engineering Firm

B. FINANCIAL INFORMATION

DB Entity shall provide the following documents as part of the SOQ:

1. A copy of the DB Entity’s, General Contractor’s, and Principal Engineering Firm’s most recent Dunn and Bradstreet report. If such report is not available, please provide a statement to that effect in your response.
2. A copy of the DB Entity’s, General Contractor’s, and Principal Engineering Firm’s most recent long-term issuer credit rating report from Fitch, Moody’s and/or S&P. If such report is not available, please provide a statement to that effect in your response.
3. A copy of the DB Entity’s, General Contractor’s, and Principal Engineering Firm’s most recent audited financial statements for the past three (3) fiscal years (U.S. GAAP basis), including the balance sheet, income statement, statement of cash flows, and notes to the financial statements.
4. Complete the attached Financial Capability Evaluation Template (Attachment E Appendix 3) for each member of the DB Entity, including Guarantor, if applicable.

The DB Entity shall download and fill in the Financial Capability Evaluation Template for each Reporting Entity identified in Part VII.A. An electronic copy of this Template is posted on the DISTRICT web site (<http://www.valleywater.org/Design-Build.aspx>). The hard copy of the Financial Capability Evaluation Template on the following page is included for reference only.

If the DB Entity is a partnership or joint venture (whether formed or intended to be formed), then all general partners or members shall complete the Financial Capability Evaluation Template.

The financial information shall also be provided for the Project Guarantor, if a Guarantor is needed (see below). The financial information must be for the company(s) that makes up the DB Entity, not the parent company, unless the parent company is acting as the Guarantor.

C. GUARANTOR

The obligations under the DB Contract shall be irrevocably, absolutely and unconditionally guaranteed by an entity with a net worth of at least \$190 million. If the DB Entity (or, collectively, general partners or members, as applicable) does not have such financial qualifications, a Project Guarantor will be required. If such a Guarantor is needed, a single Guarantor shall sign a Guaranty Agreement (to be developed) which will make them responsible for the DB Entity’s

performance under the DB Contract. If applicable, the Guarantor shall be identified in Appendix 2 of Attachment E and provide the same financial information required in Section VII.A above.

–End of Part VII–

Financial Capability Evaluation Template- Purified Water Pipeline Project PDB RFQ
 Santa Clara Valley Water District

Reporting Entity Name: _____

InstructionS: Using the company's audited financial statements stated in U.S. GAAP basis, enter the data requirements in columns E through G. The ratios will be computed automatically based on the data provided. Sample data and ratio calculation are provided below to demonstrate the calculation methodology.

Most Recently Completed Reporting Year 12/31/2012 12/31/2013 12/31/2014

Criteria	Input Data	(\$thousands)			Ratio Computation			Max Raw Score (Note 1) 6	General Comments
		12/31/2012	12/31/2013	12/31/2014	12/31/2012	12/31/2013	12/31/2014		
a PROFITABILITY AND GROWTH									
a.1	Year-over-Year Revenue Growth Rev Growth (yr n - yr n-1) / Total Rev (yr n-1)	Total Revenue	100	200	300	A	100%	50%	A consistent trend of maintaining a level or increasing ratio value is viewed as a positive factor
a.2	Year-over-Year Net Income Growth Income Growth (yr n - yr n-1) / Net Income (yr n-1)	Net Income	50	100	150	A	100%	50%	
a.3	Return on Revenue Net Income/Total Revenues		NA	NA	NA	50%	50%	50%	
a.4	Return on Total Assets EBIT/Total Assets	Earnings before interest & taxes (EBIT)	75 100	100 100	125 100	0.75	1.00	1.25	
b SOLVENCY									
14									
b.1	Total Net Worth Total Assets - Total Liabilities	Total Liabilities	75	75	75	25.00	25.00	25.00	A consistent trend of maintaining a level or increasing ratio value is viewed as a positive factor
b.2	Debt Service Coverage Ratio Net Operating Income/Total Debt Svc	Net Operating Income Total Debt Service (principal & interest)	75 10	100 10	125 10	7.50	10.00	12.50	
b.3	Current Ratio Current Assets/Current Liability	Current Assets Current Liabilities	50 50	50 50	50 50	1.00	1.00	1.00	
b.4	Debt to Equity Total Debt/Total Equity	Total Debt (short term + long term debt outstanding) Total Equity	25 100	25 100	25 100	0.25	0.25	0.25	
c FINANCIAL EFFICIENCY									
6									
c.1	Total Assets Turnover Revenues/Total Assets	NA	NA	NA	NA	1.00	2.00	3.00	A consistent trend of maintaining a level or increasing ratio value is viewed as a positive factor
c.2	Return on Investment Net Income/(Long Term Debt + Total Equity)	Long Term Debt outstanding	25	25	25	1.00	2.00	3.00	
d BOND, CREDIT, AND OTHER RATINGS									
14									
Dunn & Bradstreet Rating Fitch Credit Rating (long-term issuer credit rating) Moody's Credit Rating (long-term issuer credit rating) S&P Credit Rating (long-term issuer credit rating) Other rating [please describe the rating]									

Note 1: The Max Raw Scores for sub-criterion a, b, c, and d are shown in this Template as an example. They are based on Total Max Raw Score of 40. Total Max Raw Score 40
 If, for instance, the Total Max Raw Score is 60, then the max raw score for each sub-criterion a, b, c, and d will be proportionally increased to 9, 21, 9, and 21, respectively.

PART VIII: ORGANIZATION AND MANAGEMENT APPROACH

A. DESCRIPTION OF DESIGN-BUILD MANAGEMENT APPROACH

Please include a narrative description of the Design-Builder’s management and organizational approach for accomplishing the PROJECT. The narrative description should describe the methodology for integrating the Design-Builder and the different areas of expertise within the team into an efficient and effective organization. The management approach must reflect an understanding of the use of the progressive design-build project delivery methodology for projects with scope and complexity comparable to this PROJECT.

The narrative description shall also provide a brief description of the significant functional relationships among participants outlined in the organization chart below and how the proposed organization will function as an integrated Design-Build Team.

This description, along with the organization chart(s), shall be limited to no more than ten pages.

B. ORGANIZATIONAL CHART(S)

Include organization chart(s) for the Design-Builder showing the flow of the “chain of command” with lines identifying participants who are responsible for performing the major functions to be performed, and their reporting relationships, in managing, designing and constructing the PROJECT.

Provide Stage 1 and Stage 2 organizational charts showing the reporting relationships and responsibilities of the Design-Builder and any other firms, and describe the Design-Builder’s approach to the management of such firms.

Provide Stage 1 and Stage 2 organizational charts showing the reporting relationships and responsibilities of all Key Personnel (along with their firm affiliations) and briefly describe on a separate sheet the Design-Builder’s approach to the management of such Key Personnel.

APPENDIX 1: SOQ TRANSMITTAL FORM

CERTIFICATION:

The undersigned is/are a legally authorized representative(s) of the DB Entity, and hereby declare that I am/ we are submitting this Statement of Qualifications; I am/we are duly authorized to sign this Statement of Qualifications on behalf of the above named firm; and I/we have read all the answers herein and know all of their contents and that all information set forth in this Statement of Qualifications and all attachments hereto are, to the best of my/our knowledge, true, accurate and complete as of its submission date.

The undersigned acknowledges receipt of the RFQ and the following addenda:

Addenda No.	Date
_____	_____
_____	_____
_____	_____

The undersigned certifies and declares under penalty of perjury under the laws of the State of California, that the foregoing is true and correct and that this declaration was executed in _____ County, California, on _____ (Date).

DB ENTITY SIGNATURE(S):

Note: the DB Entity shall be the entity that will execute the Design-Build Contract. No Statement of Qualifications shall be accepted which has not been signed in ink in the appropriate space below:

1. If Respondent is an **INDIVIDUAL**, sign here (include a notarized affidavit attesting to the authenticity of said signature):

Signature: _____ Date: _____

Respondent's Typed Name and Title: _____

2. If Respondent is a **PARTNERSHIP** or **JOINT VENTURE**, all general Partners or members shall sign here (include a notarized affidavit attesting to the authenticity of said signatures):

Partnership/JV Name (type or print)

Signature: _____ Date: _____

Member/Partner of the Partnership

Member/Partner's Typed Name and Title:

Signature: _____ Date: _____

Member/Partner of the Partnership

Member/Partner's Typed Name and Title:

3. If Respondent is a **CORPORATION**, the duly authorized officer (s) shall sign as follows:

The undersigned certify that they are respectively:

_____ and _____

Title

Title

of the corporation named below; that they are designated to sign this SOQ Transmittal Form by resolution (*attach a certified copy, with corporate seal, if applicable, notarized as to its authenticity or Secretary's certificate of authorization*) for and on behalf of the below named CORPORATION, and that they are authorized to execute same for and on behalf of said CORPORATION:

Corporation Name (type or print)

By: _____ Date: _____

Title: _____

By: _____ Date: _____

Title: _____

4. If Respondent is an **OTHER legal entity**, an authorized representative of the entity shall sign here (include a notarized affidavit attesting to the authenticity of said signatures):

Entity Name: _____

By: _____ Date: _____

Title: _____

5. If the DB Entity is a firm that has not yet been formed, all entities and other parties proposed to comprise such DB Entity shall sign here (include a notarized affidavit attesting to the authenticity of said signatures), the individual signatories making the certification described above on behalf of such entities/parties:

Proposed DB Entity Name (type or print)

Signature: _____ Date: _____

On Behalf of Proposed Member/Partner Name (type or print)
Signatory for Proposed Member/Partner's Typed Name and Title:

Signature: _____ Date: _____

On Behalf of Proposed Member/Partner Name (type or print)
Signatory for Proposed Member/Partner's Typed Name and Title:

- End of Appendix 1 -

APPENDIX 2: PROJECT GUARANTOR ACKNOWLEDGEMENT FORM

(Required only if applicable)

(to be typed on Guarantor's Letterhead;
letter to be notarized)

Santa Clara Valley Water District
Attn.: Ms. Beth Redmond
5750 Almaden Expressway
San Jose, CA 95118-3686

SUBJECT: Purified Water Pipeline Project—Guarantor Acknowledgement

Dear Ms. Redmond:

_____ (“the Respondent”) has submitted herewith a Statement of Qualifications in response to the Request for Qualifications for the Purified Water Pipeline Project (“PROJECT”) issued by the Santa Clara Valley Water District (“DISTRICT”) on January 15, 2016, as amended, pursuant to which it is seeking to be qualified by the DISTRICT to deliver the PROJECT described in the Request for Qualifications.

The Guarantor hereby certifies that, subject to mutual agreement of the terms and conditions of the forthcoming Design-Build Contract and Guaranty Agreement, it will irrevocably, absolutely and unconditionally guarantee the performance of all of the Respondent’s obligations in the event the Respondent is selected for negotiation and execution of the Design-Build Contract by the DISTRICT.

Name of Guarantor

Name of Authorized Signatory

Signature

Title