

COUNTY OF SOLANO

Fairfield, CA



REQUEST FOR QUALIFICATION FOR PROSPECTIVE CONTRACTORS

Piping Replacement & Shower Repair Project

Solano County Justice Center Detention Facility
500 Union Ave,
Fairfield, CA 94533

COUNTY OF SOLANO, DEPARTMENT OF GENERAL SERVICES
Division of Architectural Services
May 11, 2020

County of Solano

Request for Qualifications

Solano County Justice Center Detention Facility Piping Replacement & Shower Repair Project

The Solano County Department of General Services, Capital Projects Management Division (CPM), is requesting Statements of Qualification from interested Contractors to pre-qualify Contractors in order to complete the construction on the Piping Replacement & Shower Repair Project at the Solano County Justice Center Detention Facility (JCDF) in Fairfield, California.

Interested Contractors are invited to download the Mandatory RFQ from the Capital Projects Management Division page of the County Website:

<http://www.solanocounty.com/depts/genserv/cpm/notices.asp>.

A Pre-Qualification Conference will be held on May 21, 2020, via a virtual meeting. Attendance at the Pre-Qualification Conference is not mandatory but recommended for Contractors attempting to become pre-qualified and shortlisted to compete for this advertised Project.

SUBMITTAL DUE: June 4, 2020

Solano County, General Services Department
Capital Projects Management Division
Attn: Tim Reynolds
675 Texas Street, Suite 2500
Fairfield, CA 94533
Email: tsreynolds@solanocounty.com

Responding Entities must submit one electronic copy in PDF format, via email (no faxes accepted), of the Statement of Qualifications to the County no later than June 4, 2020, in order to be qualified for the opportunity to submit a proposal for the Project. Only Contractors with a State of California "A", "B" or "C-36" Contractor's license and who have been approved and shortlisted through this Request for Qualification process will be eligible to compete for the Project.

INTRODUCTION

Contractors wishing to receive a Request for Proposal must submit responses to this Request for Qualifications for the described project. These responses will be received by the Department of General Services - Capital Projects Management Division (hereinafter the "County"). A Statement of Qualifications in response to the RFQ must be submitted in the format of one electronic PDF file via email to Tim Renyolds and must be received by June 4, 2020 at 5pm. No fax copies will be accepted. Submittals received after the specified time and date will not be considered and will be returned unopened to the sender. THIS SUBMISSION DEADLINE WILL BE STRICTLY ENFORCED.

Consultant firms and/or individuals who are or have been involved in the preparation of the Request for Qualifications (RFQ) and/or the Request for Proposal (RFP) for the Piping Replacement & Shower Repair Project will not be allowed to participate with any Contractor in any capacity.

BACKGROUND

The County is using a "Best Value Construction Contracting" method of project delivery for the Project as permitted by section 20155 of Public Contract Code. The County has retained the services of a Architectural and Engineering consultants (Cannon Design & Dewberry Architects) who have prepared the design documents. The County has also retained the services of a Construction Manager (Gilbane Building Company) to assist the County in procuring and managing the project. The County will use the RFQ package to shortlist and request proposals (RFP) from up to the top four (4) most qualified Contractors. It is the intent of the County to award a contract to complete the construction of the Piping Replacement & Shower Repair Project. The award is currently scheduled for July 2020 and Contract execution in October 2020. These dates are subject to change at the County's sole discretion.

"Best Value Construction Contracting" means a procurement process whereby the selected bidder may be selected on the basis of objective criteria for evaluating the qualifications of bidders with the resulting selection representing the best combination of qualifications, project approach and cost.

This RFQ is the first step of the process in which the County will select a contractor to perform the work of this project. While not a design build project, the procurement is done in a similar manner. The project will be completely designed as would it be done in a lump sum procurement, however other factors than only price will be utilized to determine the Best Value to the County. Having a contractor who is familiar to working in jails, has had experience in replacement of piping systems in active 24/7 operating facilities and is providing experienced staff are all part of determining the best value to the County in addition to the submitted price to perform the work. This first step (RFQ) will focus on the experience and viability of the submitting firms to ensure that each has the qualifications and capability to perform the work from which the top four firms will be selected. The second step (RFP) will focus on the project specifics such as staffing, schedule and price.

Enabling Legislation:

Per section 20155 of Public Contract Code, Solano County has the statutory authority to deliver projects using an alternative method of bidding and building construction for projects in excess of \$1 million. This RFQ is the first step in a two-step selection process outlined in section 20155 of California Public Contract Code.

PROJECT DESCRIPTION

The project location will be 500 Union Ave in Fairfield, CA, the construction will consist of two main aspects; the replacement of domestic hot/cold water throughout the facility and the Repair of existing showers.

The project will encompass replacement of all existing domestic cold water, hot water supply and return piping within the building. The extent of the renovation shall extend from the recently completed hot water equipment installed in the mechanical room to the plumbing fixtures connection throughout the jail. Most of this work is located above ceiling or within plumbing chases. This work will include minor ceiling demolition and repair where ceiling access is required for piping replacement.

Existing showers in the detention facility will be rehabilitated removing the existing finishes and replacing with new finishes. Existing shower controls will be replaced. Three showers in the infirmary area will be replaced with new, larger showers. Wall demolition and replacement will occur in these areas.

It is important to note that this project is being completed in an active jail that operates 24/7 and has significant restrictions on personnel who are permitted to work on the project. All work within the facility where inmates are housed will be fully escorted and require the contractor to work with custody officers at all times. The contractor will not be able to come and go as they want in all areas of the project. After hours work will not permit the ability to have more freedom of movement. Additionally, background checks will be performed for all personnel who will be working within the walls of the jail and therefore the correct staff will need to be selected for this project.

SCOPE OF SERVICES:

The scope of services for this project include completing the construction of the proposed project including all necessary labor, equipment, materials, etc. for a complete project in accordance with the design documents which will be issued in the RFP package.

Contract Requirements:

Contractors are advised that this specific project is subject to and must fully comply with all of the requirements of the Request for Proposal documents including, but not limited to, the provision of a Payment Bond and a Performance Bond. The bonds shall be in the form of surety bonds issued by a corporation licensed in the State of California and satisfactory to

both the County and its agents. Sureties must be California State registered Class "A" Securities.

Prevailing Wage Requirements:

Contractors are further informed that they will be subject to and must comply with all of the requirements under the California Labor Code to pay the general prevailing rate of per diem wages and for holiday and overtime work to all workers employed by the contractor. Copies of prevailing rates of per diem wages are available from the Department of Industrial Relations, State of California.

SCHEDULE:

County Issues Request for Qualifications	May 11, 2020
Mandatory Briefing Conference	May 21, 2020
Deadline for Written Comments	May 29, 2020
County Issues Responses to Written Comments	June 1, 2020
Deadline for Responses to RFQ	June 4, 2020
County Notifies Shortlisted Contractors	June 12, 2020
Issue RFP Documents	June/July 2020
Start of Construction	October 2020

BRIEFING CONFERENCE

Due to the COVID-19 pandemic the County will be holding a mandatory briefing for all interested Contractors on May 21th, 2020 at 2pm. This mandatory briefing will be held via a virtual setting using Microsoft Teams or Zoom Platform (TBD). In order to attend the briefing Contractors must GIVE NOTICE OF INTENT TO ATTEND NO LATER THAN 5pm ON MAY 20th. Contractors who do not request access to the virtual briefing will not be admitted to the briefing conference. Please contact Harpreet Aujla at email address haujla@gilbaneco.com with your interest in the project and your intent to attend the conference.

STATEMENT OF QUALIFICATIONS REQUIRED INFORMATION AND FORMAT

The County is requesting interested Contractors to submit their Statement of Qualifications to the County for evaluation to complete the above-described project. Each Contractor responding to this RFQ must be, at a minimum, an appropriately California licensed Contractor. The evaluation criteria that will be employed by the County to shortlist prospective Contractors is described in the following text. The RFQ criteria will consist of two (2) parts:

- PART A – MANDATORY REQUIREMENTS
- PART B – RELEVANT EXPERIENCE AND PAST PERFORMANCE.

All prospective Contractors must satisfy the PART A – MANDATORY REQUIREMENTS set forth in the RFQ. Contractors not complying or meeting the mandatory requirements with the PART A – MANDATORY REQUIREMENTS will not be evaluated further. Entities which satisfy the mandatory requirements will then be evaluated for PART B – RELEVANT EXPERIENCE AND PAST

PERFORMANCE. Up to four (4) of the top ranked Contractors will then be invited to respond to the Request for Proposal.

Material must be in a printable 8½ x 11 inch format in a PDF file. SOQ's shall be structured such that each section is clearly delineated, e.g. the first section would be entitled "Cover Letter", the second section would be entitled "Mandatory Requirements", etc. Inclusion of "section pages" identifying a new area will not be included in the page count. A single PDF containing all the documents required in the RFQ shall be submitted. Part B of each submittal shall not contain more than twenty (20) pages, excluding front and back covers and tabs. Part A forms and responses will not be included in any page limits.

The outline below should be followed in the preparation of the SOQ:

COVER LETTER

- Provide a letter of introduction signed by an authorized officer of the organization.
- Identify a contact person for any correspondence specific to this SOQ. Include both a phone number and email address.
- If submitting as a team, identify the firm and note which team is the prime contractor or lead joint venture partner (if applicable).

PART A – MANDATORY REQUIREMENTS (Pass/Fail)

See attached PART A of the RFQ for specific requirements and forms. PART A consists of the following:

1. **Declaration.** A declaration required for items (2) through (5), below, stating that reasonable diligence has been used in its preparation and it is true and complete to the best of the signer's knowledge. A person who certifies as true any material that he or she knows to be false is guilty of a misdemeanor and shall be punished by not more than one year in a county jail, by a fine not more than five thousand dollars (\$5,000), or by both the fine and imprisonment.
2. **Licensure.** Submission of evidence demonstrating possession of all required licenses are in good standing that are required to construct the project.
3. **Financial Information.** Submission of evidence that establishes that the Contractor has the capacity to perform the work under the project and obtain all required payment and performance bonding.
4. **Insurance.** Submission of evidence that establishes that the Contractor has liability insurance, Worker's Compensation, and errors and omissions insurance, and other insurance requirements as identified in Exhibit 2, PART A.
5. **Termination/Failure to Complete; Violations; Claims, Arbitration and Litigation.** Provisions of information and a declaration providing detail.

PART B – RELEVANT EXPERIENCE AND PAST PERFORMANCE CRITERIA

The Relevant Experience and Past Performance Criteria will be evaluated by the RFQ Evaluation Team and assigned quality points for relative merit of written data and answers based on the criteria listed below.

Each Contractor submittal shall provide information on projects completed or currently in progress by the team, or individual members of the team demonstrating experience with projects of similar scope and complexity. Though example buildings may not necessarily be public, education or detention buildings, the information provided must clearly identify the relevance of each example to the requirements of the Piping Replacement & Shower Repair Project.

Provide specific project related experience in projects of relevance of size, scope, complexity and design character. If applicable, provide examples of projects team members have previously completed together.

1. Firm Experience (100 points)

Submit examples of relevant projects as described in Part B of the RFQ for the specific criteria required. Information shall be clearly and concisely presented and will identify the relevance of each project as applicable to the Piping Replacement & Shower Repair Project. Photos and other graphic materials should be included. At a minimum, project descriptions should address:

- Firm Profiles – Include information on the company’s history, significant accomplishments and professional philosophy.
- Location of the office that will be responsible for the implementation of this contract.
- Explain the firm’s capabilities as they relate to your firm’s current and projected workload, which should include available staff.
- Delivery Methods – describe past experience of each firm with fixed price construction projects and the methods of project delivery and cost control. Include experience in construction management at risk, design/build and/or lump sum.
- Management – indicate how the firm has directed or participated in projects on strong team organizations with clear lines of authority and hierarchy. Provide information on how the schedules, budgets and quality have been maintained throughout the project. Indicate how communication between the various team members and the client was managed to ensure all project requirements were addressed and included.

2. Jail/Piping Replacement Facility Experience (125 points)

The County is looking for experience with the major elements of the project which include piping replacement and jail/prison experience. This project is located within a County jail facility.

- Provide examples of similar work completed by the Contractor. List at least three, but no more than five, examples of projects completed, the description of each project, names of personnel involved and the role of each.
- Identify any special systems that have similarities to this project such as major Repair phasing in operational buildings.
- Provide the initial contract amount and the final contract value.
- Provide one client reference.

3. Safety Record (75 points)

- Provide the current Safety record for the Contractor (EMR).
- Provide any industry recognition received for Safety excellence.
- List any CalOSHA citations at the level of willful, serious and/or repeat within the last 5 years, if any please describe the specifics.

4. Claims History (50 points)

- Provide listing of any claims within the State of California within the past 5 years in excess of \$100,000.
- Provide detailed information on the content and justification of those claims.

LIMITATIONS

The County reserves the right to contract with any entity responding to this RFQ. The County makes no representations that participation in the RFQ process will lead to an award of contract or any consideration whatsoever. The County shall in no event be responsible for the cost of preparing a response to this RFQ. The awarding of the contract, if at all, is at the sole discretion of the County.

Confidentiality: Financial information submitted as part of a RFQ is not a public record and not open to public inspection. The County will maintain the confidentiality of these records to the extent permitted by law. In the event a third-party requests these confidential records, the County will notify the affected contractor, and it shall be the contractor's responsibility to defend the County in any action to compel disclosure of the contractor's confidential information.

RESTRICTIONS ON LOBBYING AND CONTACTS

Under no circumstances are any prospective Contractors, or anyone receiving the RFQ, to contact, discuss with, or inquire of any County consultant, employee or elected official on any matter relating to this solicitation process. This requirement is to ensure that the same information, and no inconsistent, incomplete or inaccurate information, is communicated. Information obtained outside this pre-qualification process cannot be relied upon as fact. Any information given verbally is not to be relied upon and will not be considered as official project correspondence. Any such contact shall be grounds for the disqualification of the Proposer.

SELECTION CRITERIA/SELECTION PROCESS

The County retains the sole discretion to determine whether a submittal is responsive, responsible and qualified, and to waive any informalities or irregularities in the received SOQ's. Further the County reserves the right to reject any and all submittals. The County's Review Committee will utilize several evaluation criteria but will be primarily focused on the responding firm's information provided in response to the required SOQ information.

The SOQs will be evaluated based on each firm's qualifications and relevant experience with similar work to determine the best qualified to be shortlisted for the RFP solicitation.

The County will utilize a 2 tiered approach to selecting a qualified firm. First will be a review of the SOQ to create a short list of qualified firms. The scoring will be done by utilizing a point system for each section as follows:

- | | |
|---------------------------------------|------------|
| • Mandatory Requirements | Pass/Fail |
| • Firm Experience | 100 points |
| • Jail/Vocational Facility Experience | 125 Points |
| • Safety Record | 75 Points |
| • Claims History | 50 Points |

The second level of review will be the Request for Proposal. Scoring will be accumulated moving from the RFQ to the RFP.

APPEAL PROCEDURE

Where a timely and completed application results in a rating below that necessary to become shortlisted, a Contractor may appeal such a decision by delivering notice to the County's General Services Director of the decision with respect to its RFQ rating, no later than ten business days following the date of written notification from the County that the Contractor does not meet the rating established by the County. Without a timely appeal, the Contractor waives any and all rights to challenge the decision of Solano County, whether by administrative process, judicial process or any other legal process or proceeding.

If the Contractor gives the required notice of appeal and requests a hearing, the hearing shall be conducted so that it is concluded no later than ten (10) business days after Solano County's receipt of the notice of appeal. The hearing shall be an informal process conducted by an Appeals Panel appointed by the County Administrator's Office. At or prior to the hearing, the Contractor will be advised of the basis for Solano County's shortlist determination. The Contractor will be given the opportunity to present information and present reasons in opposition to the rating. Within one day after the conclusion of the hearing, the Appeals Panel will render its decision which shall be final and not subject to further appeal.

PART A – MANDATORY REQUIREMENT FORMS

CONTENTS

1. Declaration
2. Licensure
3. Financial Information
4. Insurance
5. Termination/Claims/Arbitration/Litigation
 - a. Provision of a declaration certifying the Contractor has not had a surety company finish work on any project within the last five (5) years.
 - b. Any construction claim or litigation totaling more than five hundred thousand dollars (\$500,000) or five (5) percent of the annual value of work performed, whichever is less, settled against the Contractor within the last five (5) years.
 - c. Serious and/or repeated violations of the Occupational Safety and Health Act, as provided in Part 1 (commencing with section 6300) of Division 5 of the Labor Code, settled against the Contractor.
 - d. Any violations of federal or state law, including, but not limited to, those laws governing the payment of wages, benefits, or personal income tax withholding, or of Federal Insurance Contributions Act (FICA) withholding requirements, state disability insurance withholding, or unemployment insurance payment requirements, settled against the Contractor over the last five years. For the purposes of this subclause, only violations by a Contractor as an employer shall be deemed applicable, unless it is shown that the Contractor, in his or her capacity as an employer, had knowledge of his or her subcontractor's violations or failed to comply with the conditions set forth in subdivision (b) of section 1775 of the Labor Code.
 - e. Information required by section 10162 of the Public Contract Code. Provide information and details, under penalty of perjury, that any officer of such bidder, or any employee of such bidder who has a propriety interest in such bidder, has ever been disqualified, removed, or otherwise prevented from bidding on, or completing a federal, state, or local government project because of a violation of law or a safety regulation. (See www.ols.dgs.ca.gov)
 - f. Violations of the Contractor's State License Law (Chapter 9 (commencing with section 7000) of Division 3 of the Business and Professions Code), excluding alleged violations or complaints.
 - g. Any conviction of the Contractor of submitting a false or fraudulent claim to a public agency over the last five (5) years.
 - h. Agreement to comply with all other provisions of law applicable to the project, including, but not limited to, the requirements of Chapter 1 (commencing with section 1720) of Part 7 of Division 2 of the Labor Code.
 - i. The County, when requested by the Contractor, shall hold in confidence any information required by item (5) (a to h), above. Such a request must accompany the Statement of Qualifications when it is delivered to the County by the Contractor.

PART A – MANDATORY REQUIREMENTS

1. DECLARATION

**IMPORTANT
READ AND COMPLETE PART A – MANDATORY REQUIREMENTS BEFORE SIGNING**

Contractor must sign declaration below, in addition to specific declarations as required, that the information provided in PART A – MANDATORY REQUIREMENTS is true and correct.

I, _____, authorized agent of the Contractor,

_____ (Contractor), declare, under penalty of perjury, that the information provided in PART A - MANDATORY REQUIREMENTS is true and correct.

Signed: _____ Dated: _____

PART A – MANDATORY REQUIREMENTS

2. LICENSURE

- A. All Contractors be actively licensed in the State of California. Provide the following information.

Company Name: _____(under which license is held)

Contractor's State of California A or B License Number, name under which license is held, and expiration date:

License No. _____

Name: _____ Exp. Date: _____

1. Has this license ever been revoked?

Yes _____ No _____

If so, please explain below or on a separate attachment:

2. Has a complaint ever been filed with the Contractor's State License Board against the Contractor, its predecessors, or license listed above, that required a formal hearing or inquiry?

Yes _____ No _____

If so, please explain each incident below or on a separate attachment:

ATTACH ADDITIONAL SHEETS AS REQUIRED

PART A – MANDATORY REQUIREMENTS

3. FINANCIAL INFORMATION

A. Financial Statements and Supplementary Information

Financial pre-qualification will be established by determining capacity to perform the County contract in the following manner:

1. Working capital is determined from the most recent balance sheet submitted, by subtracting current liabilities from current assets.
2. Available lines of credit or other credit facilities are then added to the working capital, and the sum is multiplied by ten.
3. Uncompleted work on contracts, which have been awarded to you (backlog), will be subtracted from the amount determined in paragraph “b.” above.
4. Any positive number resulting from paragraph “c.” above is the maximum County contract that can be awarded.

Should any Contractor not qualify on the basis of the above calculation, the County will consider any alternative information any Contractor can provide that, in its sole judgment, indicates clearly the ability to meet the financial requirements of the anticipated County contract. This information must include the required data described below, and sufficient supplementary analysis and description as needed to clearly present the Contractor’s position. This information must be submitted with the Contractor’s pre-qualification package. It is the Contractor’s responsibility to make the above-described calculation and determine if additional information will be required to demonstrate the Contractor’s ability to perform this project.

B. Information the Contractor must submit includes:

1. Full set of financial statements for your most recent three (3) complete fiscal years, prepared and either audited or reviewed by an independent Certified Public Accountant. Compiled or internally prepared financial statements will not be accepted. Statements, which are older than six months, must be supplemented by internally prepared financial statements, which update the information to no more than six months from the date of submission. Such statements must be prepared in accordance with generally accepted accounting principles, including all required informative disclosures.
2. Schedule indicating contracts, which have been awarded to the Contractor, and reconciling the original award, any amendments, completed portion and uncompleted

portion of such contracts. This is the Contractor's backlog of work awarded but not yet complete.

C. Surety and Bonding Requirements

1. Attach a notarized statement from the bonding company your firm proposes to use indicating their commitment to provide a performance and payment bond for the full amount of the contract, which is estimated at \$10 million, including Contractor's Fee, Conditions, Bonds and Insurance, Design Contingency and midpoint Escalation.
2. List the names of up to three (3) bonding companies utilized by the firm in the last five (5) years, for projects over \$3 million. (State the number of times the bonding company has completed any part of your work during the last five (5) years):

NAME OF BONDING COMPANY: _____

Address: _____

Contact Name: _____ Telephone: _____ FAX: _____

E-mail Address: _____

Project Name: _____

Amount Bonded: _____ % Completed: _____

Project Name: _____

Amount Bonded: _____ % Completed: _____

Project Name: _____

Amount Bonded: _____ % Completed: _____

ATTACH ADDITIONAL SHEETS AS REQUIRED

PART A – MANDATORY REQUIREMENTS

4. INSURANCE

Refer to “Exhibit 1” (Bonds, Insurance and Indemnity) attached to this RFQ for insurance requirements for this project. Each policy of insurance carried by the Contractor for this project shall be issued by an insurance company licensed to do business in California with a rating classification of “A+“ or better and a financial size category rating of “V” or better according to the latest addition of “Bests.”

Attach a notarized statement from the Workers’ Compensation carrier specifying contractor’s current Experience Modification Rating for Workers’ Compensation for the State of California. List referenced ratings and corresponding companies for the last three (3) years in accordance with the requirements spelled out in “Exhibit 2.” Also, please attach a declaration that such limits as described in said exhibit is obtainable by the entity submitting this application.

Name of Insurance Company: _____

Address: _____

Contact Name: _____ Telephone: _____ Fax: _____

Rating Classification: _____

Financial Size Category Rating: _____

Name of Insurance Company: _____

Address: _____

Contact Name: _____ Telephone: _____ Fax: _____

Rating Classification: _____

Financial Size Category Rating: _____

ATTACH ADDITIONAL SHEETS AS REQUIRED

PART A – MANDATORY REQUIREMENTS

**5. TERMINATION/FAILURE TO COMPLETE, VIOLATIONS, CLAIMS,
ARBITRATION AND LITIGATION**

**PURSUANT TO PUBLIC CONTRACT CODE SECTION 20133, PLEASE PROVIDE
THE FOLLOWING INFORMATION:**

- A. Provide a declaration certifying that the Contractor has not had a surety company finish work on any project within the last five (5) years

Declaration:

I, _____, authorized agent of

the Contractor, certifies that

_____ (Contractor),

has not had a surety company finish work on any project within the last five (5) years.

Signed: _____ Dated: _____

PART A – MANDATORY REQUIREMENTS

5. TERMINATION/FAILURE TO COMPLETE, VIOLATIONS, CLAIMS, ARBITRATION AND LITIGATION (continued)

B. Provide information and details below for any construction claim and/or litigation totaling more than five hundred thousand dollars (\$500,000) or five (5) percent of the annual value of work performed, whichever is less, settled against the Contractor within the last five (5) years.

PROJECT: _____

Location: _____

Client: _____

Amount of Claim: \$ _____ Resolution Yes No Date: _____

Nature of Claim: _____

Final Status: _____

ATTACH ADDITIONAL SHEETS AS REQUIRED

PART A – MANDATORY REQUIREMENTS

5. TERMINATION/FAILURE TO COMPLETE, VIOLATIONS, CLAIMS, ARBITRATION AND LITIGATION (continued)

C. Provide information and details below for any serious and/or repeated violations of the Occupational Safety and Health Act, as provided in Part 1 (commencing with section 6300) of Division 5 of the Labor Code, settled against any member of the Contractor’s team.

D. Provide information and details of any violations of federal or state law, including, but not limited to, those laws governing the payment of wages, benefits, or personal income tax withholding, or of Federal Insurance Contributions Act (FICA) withholding requirements, state disability insurance withholding, or unemployment insurance payment requirements, settled against any member of the Contractor’s team over the last five years. For the purposes of this subclause, only violations by a Contractor’s team member as an employer shall be deemed applicable, unless it is shown that the Contractor’s team member, in his or her capacity as an employer, had knowledge of his or her subcontractor’s violations or failed to comply with the conditions set forth in subdivision (b) of section 1775 of the Labor Code.

ATTACH ADDITIONAL SHEETS AS REQUIRED

PART A – MANDATORY REQUIREMENTS

5. TERMINATION/FAILURE TO COMPLETE, VIOLATIONS, CLAIMS, ARBITRATION AND LITIGATION (continued)

E. Provide information and details, under penalty of perjury, that any officer of such bidder (Design/Build team members), or any employee of such bidder who has a propriety interest in such bidder, has ever been disqualified, removed, or otherwise prevented from bidding on, or completing a federal, state, or local government project because of a violation of law or a safety regulation, and if so explain the circumstances (Public Contract Code section 10162).

Declaration:

I, _____, authorized agent of the Contractor,

_____ (Contractor), hereby declare under penalty of perjury that the above information is true and correct.

Signed: _____ Dated: _____

ATTACH ADDITIONAL SHEETS AS REQUIRED

PART A – MANDATORY REQUIREMENTS

5. TERMINATION/FAILURE TO COMPLETE, VIOLATIONS, CLAIMS, ARBITRATION AND LITIGATION (continued)

F. Provide information and details of any violations by the Contractor of the Contractor’s State License Law (Chapter 9 (commencing with section 7000) of Division 3 of the Business and Professions Code), excluding alleged violations or complaints.

G. Provide information and details of any conviction of any member of the Contractor’s team of submitting a false or fraudulent claim to a public agency over the last five (5) years.

ATTACH ADDITIONAL SHEETS AS REQUIRED

PART A – MANDATORY REQUIREMENTS

**5. TERMINATION/FAILURE TO COMPLETE, VIOLATIONS, CLAIMS,
ARBITRATION AND LITIGATION (continued)**

H. Provide a declaration that the Contractor will comply with all other provisions of law applicable to the project, including, but not limited to, the requirements of Chapter 1 (commencing with section 1720) of Part 7 of Division 2 of the Labor Code.

Declaration:

I, _____, authorized agent of the Contractor, hereby declare that

_____ (Contractor) will comply with all other provisions of law applicable to the project, including, but not limited to, the requirements of Chapter 1 (commencing with section 1720) of Part 7 of Division 2 of the Labor Code.

Signed: _____

Dated: _____

EXHIBIT 1

SAMPLE BONDS, INSURANCE, AND INDEMNITY

1. Performance and Payment Bonds

- a. Contractor shall furnish to the County, prior to the awarding of any contract, a surety bond in favor of the County in the amount of not less than one hundred (100%) of the amount of Contract, to guarantee faithful performance of Contract and a payment bond, each in the form attached to the Design Build Agreement. Bond shall guarantee repair or replacement of deficient, defective or faulty materials and workmanship for a period of one year following completion of the project unless otherwise required in the Contract Documents. Bond shall be issued by an admitted surety with a rating classification of "A VIII" or better according to Best's Rating Service.
- b. County acknowledges that any faithful performance and payments bonds provided by Contractor shall not apply to errors or omissions in the furnishing of professional services in connection with architecture or engineering services provided by Contractor or its consultants. County waives and releases all claims against such sureties arising out of or relating to such professional errors and omissions; such release, however, does not apply to a failure to provide professional services where required under the Contract, and the performance bonds shall include the costs of such services. See Exhibit 3, Performance Bond, and Exhibit 4, Payment Bond.

2. Insurance

Contractor shall not commence work under this Contract until all insurance has been obtained that is required under this section and such insurance has been verified by the County, nor shall Contractor allow any Subcontractor to commence work on its Contract until all similar insurance required of the Subcontractor has been so obtained and approved. Contractor shall furnish the County with three (3) copies of each required certificate of insurance, as provided below. Contractor shall have the following insurance coverage:

- a. Workers' Compensation Insurance and Employer's Liability Insurance.

Contractor shall maintain during the life of the Contract Workers' Compensation Insurance and Employer's Liability Insurance for all of its employees employed on the project as described in this Request for Qualification. Said insurance shall comply with the following:

- i. Workers' Compensation Insurance in compliance with the laws of the County and any applicable federal statutes.

- ii. Employers liability insurance of not less than one million dollars (\$1,000,000) each accident and one million dollars (\$1,000,000) each employee.

In signing the Contract, Contractor shall make the following certification, required by section 1861 of the Labor Law:

"I am aware of the provisions of section 3700 of the Labor Code which require every employer to be insured against liability for workers' compensation or to undertake self-insurance in accordance with the provisions of that code, and I will comply with such provisions before commencing the performance of the work of this contract."

- iii. Waiver of Subrogation:

- (1) Contractor agrees to waive subrogation which any insurer of Contractor may acquire from Contractor by virtue of the payment of any loss. Contractor agrees to obtain any endorsement that may be necessary to affect this waiver of subrogation.

- (2) The Workers' Compensation policy must be endorsed with a waiver of subrogation in favor of County for all work performed by Contractor, its employees, agents and subcontractors.

- b. Automobile and General Liability. Contractor shall have throughout the term of this contract policies of liability insurance covering automobile and general liability as follows:

- i. Owned/non-owned and hired automobile liability insurance with primary limits for bodily injury and property damage liability of not less than one million dollars (\$1,000,000) per accident. Umbrella and/or excess liability limits of not less than five million (\$5,000,000) per accident.

- ii. Commercial general liability and/or umbrella excess liability insurance providing coverage on an occurrence basis and with limits of not less than ten million dollars (\$10,000,000) each occurrence and annual aggregate for bodily injury and property damage liability combined including:

- 1. Premises and operations liability coverage;
 - 2. Owner's and contractor's protective liability coverage;
 - 3. Broad form property damage liability coverage including completed operations;
 - 4. Blanket contractual liability coverage;
 - 5. Deletion of any limitations relating to liability arising out of explosion, collapse or underground hazards;
 - 6. Personal and advertising injury liability coverage;
 - 7. For excavation and foundations, deletion of any limitation on coverage for bodily injury or property damage arising out of subsidence of soil or earth movement;
- and

8. For demolition and/or hazardous materials removal, deletion of any limitation regarding asbestos and/or lead risk exposure.
 9. An endorsement specifying that policy aggregate limits apply separately to the project covered by this contract;
 10. Unintentional Errors & Omissions
 11. Products and Completed Operations including 3 year extension endorsement
 12. Occurrence Definition to include: *"Assault and battery committed by, at the direction of or on behalf of any insured for the purpose of protecting the person or property of any insured or of others shall be deemed to be an occurrence."*
 13. Extended Personal Injury definition to include alienation of affections, discrimination, or humiliation.
 14. Bodily Injury Definition to include mental anguish, shock, mental injury, humiliation, sickness, or disease sustained by a person, including death resulting from any of these at any time.
 15. Exclusion Property Damage to the Insured's Work to read: "Property damage" to that particular part of "your work" that is defective or actively malfunctions. This exclusion applies only to the "products completed operation" hazard. It does not apply if the damaged work or the work out of which the damage arises was performed on your behalf by a subcontractor.
 16. Contractual Liability – Municipal Work: The phrase "any other contract or agreement pertaining to your business," as included in the definition of an insured contract, includes an indemnification of a municipality required by ordinance and in connection with work performed for the municipality.
- iii. The County of Solano, its officers, officials, agents, employees, and volunteers must be included as additional insureds with respect to liability arising out of automobiles owned, leased, hired or borrowed by or on behalf of Contractor; and with respect to liability arising out of work or operations performed by or on behalf of Contractor including materials, parts or equipment furnished in connection with such work or operations. General Liability coverage shall be provided in the form of an Additional Insured endorsement (CG 20 10 11 85 or both CG 20 10 and CG 20 37 if later ISO revisions are used or the equivalent) to Contractor's insurance policy, or as a separate owner's policy. The insurance afforded to the additional insureds shall be at least as broad as that afforded to the first named insured.
 - iv. For any claims related to work performed under this Contract, Contractor's insurance coverage must be primary insurance with respect to the County of Solano, its officers, officials, agents, employees, and volunteers. Any insurance maintained by County, its officers, officials, agents, employees, or volunteers is excess of Contractor's insurance and shall not contribute to it.

- v. Should any of the above described policies be cancelled prior to the policies' expiration date, Contractor agrees that notice of cancellation will be delivered in accordance with the policy provisions.

- c. Builders' Risk Insurance/Installation Floater. Contractor shall have until contract completion "all risk" builders' risk property insurance, jointly in the names of the County and the Contractor, payable as their respective interest may appear, such insurance all times to be of sufficient amount to cover fully all loss or damage to the work under this Contract, at 100% replacement cost. Such insurance shall be in a form acceptable to the County and shall include coverage for machinery during testing.

- d. Subcontractor Insurance. Contractor shall cause all subcontractors engaged to perform work required of Contractor pursuant to this Contract to have Workers' Compensation, Commercial General Liability/Umbrella and/or Excess Liability, and Automobile Insurance in a form and amount deemed appropriate by the Contractor for work performed under this Contract.

- e. General Requirements:
 - i. All of the above insurance policies required of the Contractor shall be underwritten with admitted insurance companies, rated "A-V" or better by Best's Rating service or otherwise approved by Department of Services and the County's Risk Manager.
 - ii. Any insurance required to be carried by Contractor shall be primary to any other insurance carried by the County.
 - iii. Prior to commencing any of the work, Contractor shall provide the County with satisfactory certificates of insurance verifying the extent of coverage, limits of liability, and all requirements as set forth above.
 - iv. The certificates of insurance shall name the County, its officers, agents, employees and servants and such other entities as the County may designate as certificate holders and/or additional insured, on the commercial general liability and any excess liability policies.
 - v. The certificates of insurance shall provide that the insurer or its agent shall give thirty (30) days prior written notice to the County prior to any cancellation, nonrenewal, or reduction in coverage.
 - vi. All certificates of insurance shall be on an original form (not photocopy).
 - vii. Upon request by the County, Contractor shall also provide the County with copies of such policies, including those policies required from Subcontractors of any tier.
 - viii. The contractor is responsible for any deductible or self-insured retention contained within the insurance policies outlined above.

3. Indemnification

- a. Contractor will indemnify and defend the County and their respective officers, employees, consultants and agents against all loss, expense (including, but not limited to, attorneys' fees and our costs), damage, injury, liability, cause of action or claim of any kind or character (collectively "claims" and individually a "claim"), provided that such claim or claims is/are attributable to bodily injury, sickness, disease or death, or to injury to or destruction of tangible property (other than the work itself for claims not covered by insurance which Contractor is required to maintain under the contract documents) including loss of use resulting therefrom except loss of use attributable to a claim otherwise insured under the all risk insurance.

Contractor is required to maintain, under section 2 above, in any way arising out of this Contract or the work, including but not limited to the acts or omissions of Contractor, its partners, officer, directors, employees, agents, licensees, invitees, consultants, vendors, or subcontractors of any tier (collectively the "Contractor parties"), including, but not limited to, any claim arising from or caused by:

- i. any defect in the bid documents, or the design or construction of, or materials used in the work or in any machine, equipment, appliance, or other item of personal property installed or located therein;
- ii. any defect in the preparation of soils or in the design and accomplishment of grading;
- iii. any violation or alleged violation by any of Contractor parties of any law existing as of the date of this contract or hereafter enacted;
- iv. any negligent acts on omissions or other tortuous conduct of Contractor or any of Contractor parties;
- v. any accident on the job site or other casualty thereon;
- vi. any other cause whatsoever in connection with Contractor's use of, or activities on the job site of Contractor's performance under this contract; or
- vii. the inaccuracy of incorrectness of any representation or warranty of Contractor to County under this contract.

These obligations shall apply to any claim or action asserted by a private party or by a governmental agency, including, but not limited to, any claim or action for multiple or punitive damages and these obligations are intended to apply with respect to claims arising during the term of this Contract or following any expiration or other termination of this Contract, and shall survive the expiration or other termination of this contract.

Contractor's obligations as described above shall apply regardless of fault or negligence (whether active or passive) on its part or on the part of the indemnified parties; it being the intent of this contract that these obligations be interpreted in the broadest possible manner provided that, as to any indemnified party, said obligations shall not apply to injury, death, or damage to property to the extent arising from the negligence or the willful misconduct of said indemnified party or its officers, agents servants, or independent contractors who are directly responsible to the indemnified party, or for

defects of design furnished by such persons but provided further that the foregoing limitations shall not apply as to any insurance required by this Contract.

These obligations of Contractor shall not be construed to negate, abridge, or otherwise reduce any right of indemnity or any other rights to which the County would otherwise be entitled. Notwithstanding the foregoing, the obligations of Contractor in this paragraph are intended to apply only to third party claims arising out of the Contract or the work, and not to property damage to the County, which damage is treated elsewhere in this Contract.

- b. Contractor will save, keep, and hold harmless the County and their respective officers, employees, and agents from all claims by reason of, or in the course of the performance of said work, by reason of any infringement or alleged infringement of the patent rights, copyrights, and trademarks of any person or persons, firm, or corporation in consequence of the use in, on or about said work, of any article or material supplied or installed under this Contract.
- c. Contractor shall cause all subcontracts to include the indemnification and hold harmless requirements set forth in this section, in form satisfactory to the County.