

CONTRACTOR'S QUALIFICATION FORM

Identification of Applicant Firm

| 1. | Exact l | Legal Name of Applicant Fi | irm: | | |
|-------------|--|--|---------------|----------------|------------|
| 2. | Addres | s: | _ City | State | _ Zip Code |
| 3. | | | | | |
| | (Mailing Address, if different from above) | | | | |
| 4. | Primar | ry Company Phone No.: | | _Email | |
| 5. | Applic | ant Firm's Contact Person: | | | |
| | Print o | r Type Name | Position | | Telephone |
| Type | <u>of busi</u> | ness organization: | | | |
| YEA | R organ | ization established: | NUMBER of cur | rent full-time | employees: |
| □ Date a | Sole Pr | roprietor | Corporation | | |
| | | d Partnership tte of Partnership filing | | | |
| | | d Liability Company te of filing | | | |
| | Other | (describe) | | | |
| Type (| of servi | ce(s) to be provided to th | e District. | | |
| | O | General Contractor | | | |
| | O | Water/Sewer Line Contra | ctor | | |
| | O | Asphalt/Concrete Paving | | | |
| | O | Other | | | |

Contracting History

List the applicant Firm's three largest contracts in the last three years.

| 1. Company Name | | Contact Name | |
|------------------------|---------|------------------|--|
| Street Address | | | |
| City | State | Zip Code | |
| Phone No: | | Email: | |
| Contract Name & Number | _ | | |
| Contract Amount | Start/0 | Completion Dates | |
| Description of Work | | | |
| 2. Company Name | | Contact Name | |
| Street Address | | | |
| City | State | Zip Code | |
| Phone No: | | Email: | |
| Contract Name & Number | | | |
| Contract Amount | Start/0 | Completion Dates | |
| Description of Work | | | |
| 3. Company Name | | Contact Name | |
| | | | |
| City | State | Zip Code | |
| Phone No: | | Email: | |

| Contract Name & Number | | |
|------------------------|------------------------|--|
| Contract Amount | Start/Completion Dates | |
| Description of Work | | |

General Terms

- 1. The Contractor understands that the Board is an equal opportunity employer that encourages and welcomes diversity of backgrounds in its workforce.
- 2. The Contractor expressly agrees not to discriminate against any employee, applicant for employment, or potential subcontractor or supplier because of race, color, religion, age, national origin, gender, sexual orientation, military status, or disability. The Contractor shall comply with al applicable state, local and federal laws with regard to equal employment opportunity.
- 3. The Contractor expressly agrees not to conduct business in a manner that brings discredit to the Board or creates a hostile work environment for Board employees or other contractors performing work for the Board. The Contractor expressly agrees to interact with Board employees in a respectful, professional, honest, and transparent manner, and to minimize any actual or apparent conflicts of interest.
- 4. The Board reserves the right to direct the Contractor to assign another employee or agent to perform the Work if the Board has reason to believe that during the term of the Agreement the assigned employee or agent engaged in activity prohibited by this section, to be determined by the Board in its sole discretion.
- 5. If the Contractor is an individual, the Board reserves the right to terminate this this Agreement if it has any reason to believe that during the term of the Agreement the Contractor engaged in activity prohibited by this section, to be determined by the Board in its sole discretion.
- 6. Contractor agrees that they have the following insurance:
 - (a) Workers' Compensation and Employer's Liability Insurance. Contractor and each subcontractor shall carry Worker's Compensation and Employer's Liability Insurance to cover liabilities under the laws of the State of Colorado in connection with the Services performed under this Agreement. Contractor and each subcontractor, if applicable, shall carrier a separate policy.
 - (b) **Commercial General Liability Insurance**. Contractor and each subcontractor, if any, shall carry Commercial General Liability Insurance, which shall include blanket contractual liability coverage. Such insurance shall be in the amount of \$1,000,000 for each occurrence and \$1,000,000 general aggregate in combined single limit coverage for bodily injury and property damage.
 - (c) **Automobile Liability Insurance.** Contractor and each subcontractor, if applicable, shall carry Automobile Liability Insurance to include owned, non-owned and hired vehicles used in the performance of Services under this Agreement. Such insurance shall be in the amount of \$1,000,000 per occurrence and \$1,000,000 general aggregate and combined single limit coverage for bodily injury and property damage.

- 7. **INDEMNITY:** Vendor shall indemnify, hold harmless, and defend District, its Affiliates and their respective officers, directors, agents, representatives, employees, subcontractors, customers and users of Vendor's goods and services from any and all claims (including, without limitation, claims by vendees of District), liabilities, damages and expenses (including attorneys' fees) on account of (i) death or injury to any person or damage to any property arising directly or indirectly from or in connection with any goods and services supplied under this purchase order, notwithstanding that such death or injury to person or damage to property may have been caused or alleged to have been caused in whole or in part by the negligence of District, its officers, directors, agents, representatives, employees, customers or users of Vendor's goods and services, (ii) contamination of or adverse effect on the environment, (iii) violation of any law or regulation or (iv) alleged infringement of any patent, copyright or trademark or violation of any other intellectual property right of a third party. This indemnity shall apply without regard to whether the claim, damage, liability or expense is based on breach of contract, breach of warranty, negligence, strict liability, or other tort. This indemnity shall survive delivery and acceptance of goods or services. In any interparty dispute, the prevailing party shall be entitled to reasonable legal costs and expenses, including attorneys' fees.
- 8. **SUBCONTRACTING AND ASSIGNMENT**: Vendor shall not assign this purchase order or any rights hereunder, nor delegate any duties, nor subcontract any work, without first securing the written approval of District. Any attempts to do so will be null and void. The price quoted by Vendor includes the price of any goods or services obtained from any subcontractor or supplier to Vendor, unless otherwise agreed in advance by District. Vendor shall incorporate the within terms and conditions on any order or subcontract approved by District and procured from third parties pertaining to this purchase order. Vendor shall remain fully responsible for all work performed by such third parties and shall indemnify and hold District harmless for any payment required to be made to any such parties.
- 9. **ILLEGALALLIENS**: Vendor certifies that Vendor shall comply with the provisions of Section 8-17.5-101, C.R.S., et seq. Vendor shall no knowingly employ or contract with an illegal alien to perform Services under this Purchase Order, or enter into a contract with a subcontractor that knowingly employs or contracts with an illegal alien. The Vendor represents, warrants and agrees that it has confirmed the employment eligibility of all employees who are newly hired for employment to perform Services under the Purchase Order through participation in either the E-Verify Program or the Department Program described in Section 8-17.5-101, C.R.S. The Vendor shall not use either the E-Verify Program or the Department Program procedures to undertake preemployment screening of job applicants while this Purchase Order is being performed. If the Vendor obtains actual knowledge that a subcontractor performing Services under this Purchase Order knowingly employs or contracts with an illegal alien, the Vendor shall: (i) notify the subcontractor and the District within three days that the Vendor has actual knowledge that the subcontractor is employing or contracting with an illegal alien; and (ii) terminate the subcontract with the subcontractor if within three (3) days of receiving such notice, the subcontractor does not stop employing or contracting with

the illegal alien, unless the subcontractor provides information to establish that the subcontractor has not knowingly employed or contract with an illegal alien. Vendor shall comply with all reasonable requests made in the course of an investigation by the Colorado Department of Labor and Employment. If Vendor fails to comply with any requirement of Section 8-17.5- 102(2), C.R.S., the District may terminate this Purchase Order for breach and the Vendor shall be liable for actual damages to the District. If the Vendor participates in the Department Program, Vendor shall provide the affirmation required under Section 8- 17.5-102(5)(e)(III), C.R.S., to the District.

| Company Name | |
|-------------------|----------|
| | |
| | |
| Authorized Signer | |
| | |
| | |
| Date | |
| Bute | <u>-</u> |

PRE-QUALIFICATION EXAM

| 1. | Do you have hydrostatic testing equipment including a pump equipped with a 300-gallon potable water tank? YES or NO |
|----|---|
| | If not, one must be obtained prior to pre-qualification. |
| 2. | How many years has your organization operated a water pipe laying construction company that has been in continuous operation within the Denver metropolitan area? 1-5 years 6-9 years 10+ years |
| 3. | For which cities or water districts have you performed work in the metropolitan area? |
| 4. | How many crews does your organization have to perform pipe laying construction? |
| 5. | After receipt of approved plans, the Contractor should: |
| | a. Call for a pre-construction conferenceb. Give 24 hours notification for beginning constructionc. Give 48 hours notification for beginning construction |
| 6. | When may a contractor operate valves on the existing water system? |
| 7. | At what stage of new road construction is a contractor allowed to lay water or sewer pipe? |
| 8. | When is the use of sterilized barrels allowed for hydrostatic testing? |

| 9. | What tests need to be completed and passed prior to release of the main for taps? |
|-----|--|
| 10. | What are the acceptable methods for restraining fittings and joints? |
| 11. | How many connections to the existing main are allowed on a main extension prior to the health release? |
| 12. | What is the accepted method for changing horizontal or vertical alignment of a water main? |
| 13. | Explain the procedure when making a connection to an existing main involving an interruption of service to surrounding customers: |
| 14. | What is the purpose of the 6-inch diameter rocks placed around the base of a fire hydrant and why is it covered with a loose sheet of poly wrap? |
| 15. | How many valves are required on fireline connections? |
| 16. | Describe the limits of bedding in a typical trench: |

| 17. What is the minimum slope per 100-feet of an 8" sewer main: |
|--|
| 18. Describe the installation of bedding and pipe in expansive soil: |
| 19. With regard to new mainline construction, what is the proper fitting for connecting a 4" service to and 8" mainline: |
| 20. Attach resumes for all individuals who would be in a supervisory position (foreman or above). |
| ALL APPROVED CONTRACTORS WILL BE PLACED ON THE APRROVED CONTRACTOR LIST AND THIS WILL REMAIN IN EFFECT FOR A PERIOD OF THREE YEARS WHICH BEGAN IN JANUARY 2019. |
| DURING THESE THREE YEARS, THE CONTRACTOR IS NOT REQUIRED TO SUBMIT A PREQUALIFICATION PACKAGE AGAIN, UNTIL THE FOLLOWING THREE YEAR CYCLE. CONTRACTORS MAY SUBMIT TO BE QUALIFIED AT ANY TIME DURING THE THREE-YEAR CYCLE. |

THE ACL WILL CONTINUALLY BE UPDATED ON THE PLATTE CANYON WEBSITE WHEN NEW CONTRACTORS HAVE QUALIFIED.