ATTACHMENT A

PROPOSAL FORMS

PROPOSAL FORM 1

TRANSMITTAL LETTER

(to be typed on Proposer’s Letterhead)

**[**Date**]**

**[**\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_  
\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_  
\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_  
\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_**]**

Re: Monterey Peninsula Water Supply Project - Conveyance Facilities

Dear Sir/Madam:

\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ (the “Proposer”) hereby submits its Proposal in response to the Request for Proposals for the Monterey Peninsula Water Supply Project Conveyance Facilities (the “RFP”) issued by California-American Water Company (“CAW”) on XXXX XX, 2015, as amended.

As a duly authorized representative of the Proposer, I hereby certify, represent, and warrant, on behalf of the Proposer team, as follows in connection with the Proposal:

##### The Proposer acknowledges receipt of the RFP and the following addenda:

|  |  |  |
| --- | --- | --- |
| No. |  | Date |
|  |  |  |
|  |  |  |
|  |  |  |
|  |  |  |
|  |  |  |
|  |  |  |
|  |  |  |

##### The submittal of the Proposal has been duly authorized by, and in all respects is binding upon, the Proposer. Attachment 1 to this Transmittal Letter is a Certificate of Authorization which evidences my authority to submit the Proposal and bind the Proposer.

##### All information and statements contained in the Proposal are current, correct and complete, and are made with full knowledge that CAW will rely on such information and statements in selecting the most advantageous Proposal to CAW and executing the Contract.

##### Attachment 2 to this Transmittal Letter sets forth the Proposer’s Project team and identifies each team member’s proposed role with respect to the Project. Attachment 3 to this Transmittal Letter provides licensing information for each Project team member.

##### Proposal Form 7 evidences the intent of \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_, the Proposer’s qualified surety company, to issue the Performance Bond as security for the performance of the Proposer’s Work obligations under the Contract, as negotiated between the parties based upon the RFP and the Proposal.

##### Proposal Form 8 evidences the intent of \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_, the Proposer’s qualified surety company, to issue the Payment Bond as security for the performance of the Proposer’s Work payment obligations under the Contract, as negotiated between the parties based upon the RFP and the Proposal.

##### Proposal Form 9 evidences the intent of \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_, the Proposer’s qualified insurer, to provide the insurance required under the Contract, as negotiated between the parties based upon the RFP and the Proposal.

##### Neither the Proposer nor any Project team member is currently suspended or debarred from doing business in the State of California;

##### There is no action, suit or proceeding, at law or in equity, before any court or similar governmental body, against the Proposer, wherein an unfavorable decision, ruling or finding would have a materially adverse effect on the ability of the Proposer to perform their respective obligations under the Contract or the other transactions contemplated hereby, or which, in any way, would have a materially adverse effect on the validity or enforceability of the obligations proposed to be undertaken by the Proposer, or any Contract or instrument entered into by the Proposer in connection with the transactions contemplated hereby.

##### No corporation, partnership, individual or association, officer, director, employee, manager, parent, subsidiary, affiliate or principal shareholder of the Proposer has been adjudicated to be in violation of any state or federal anti-trust or similar statute within the preceding five years, or previously adjudged in contempt of any court order enforcing such laws.

##### The Proposer and all Project team members have reviewed all of the engagements and pending engagements of the Proposer and all Project team members and no potential exists for any conflict of interest or unfair advantage.

##### No person or selling agency has been employed or retained to solicit the award of the Contract under an arrangement for a commission, percentage, brokerage or contingency fee or on any other success fee basis, except bona fide employees of the Proposer.

##### The principal contact person who will serve as the interface between CAW and the Proposer for all communications is:

|  |  |  |
| --- | --- | --- |
| NAME: |  |  |
| TITLE: |  |  |
| ADDRESS: |  |  |
|  |  |  |
| PHONE: |  |  |
| FAX: |  |  |
| EMAIL: |  |  |
|  |  |  |

##### The key technical and legal representatives available to provide timely response to written inquiries submitted and to attend meetings requested by CAW are:

Technical Representative:

|  |  |  |
| --- | --- | --- |
| NAME: |  |  |
| TITLE: |  |  |
| ADDRESS: |  |  |
|  |  |  |
| PHONE: |  |  |
| FAX: |  |  |
| EMAIL: |  |  |
|  |  |  |

Legal Representative:

|  |  |  |
| --- | --- | --- |
| NAME: |  |  |
| TITLE: |  |  |
| ADDRESS: |  |  |
|  |  |  |
| PHONE: |  |  |
| FAX: |  |  |
| EMAIL: |  |  |
|  |  |  |

##### The Proposer has carefully examined all documents constituting the RFP and the addenda thereto.

##### The Contract in the form issued with this RFP is agreed to, except where changes have been requested in Proposal Form 11 and such changes have been indicated as conditions of the Proposal.

##### If selected, the Proposer agrees to negotiate in good faith to enter into a Contract that reflects the substantive terms and conditions of the RFP and the Proposal.

##### The Proposer has submitted all Proposal Forms and applicable bid packages and such Proposal Forms and applicable bid packages are a part of this Proposal.

Having carefully examined the RFP and all other documents bound therewith, together with all addenda thereto, all information made available by CAW, and being familiar with the Project (as described in the RFP and the Contract) and the various conditions affecting the work, the Proposer hereby offers to furnish all labor, materials, supplies, equipment, facilities and services which are necessary, proper or incidental to carry out such work as required by and in strict accordance with the RFP and the Proposal, all for the prices set forth in the submitted bid packages.

|  |
| --- |
|  |
| Name of Proposer |
|  |
|  |
|  |
| Name of Designated Signatory |
|  |
|  |
|  |
| Signature |
|  |
|  |
|  |
| Title |

*Note: If this Proposal is being submitted by a corporation, the Proposal shall be executed in the corporate name by the president or other corporate officer with authority to bind the corporation, and the corporate seal shall be affixed and attested to by the clerk. A certificate of the secretary of the corporation evidencing the officer’s authority to execute the Proposal shall be attached.*

*If this Proposal is being submitted by a joint venture or general partnership, it shall be executed by all partners, and any partner that is a corporation shall follow the requirements for execution by a corporation, as set forth above.*

*If this Proposal is being submitted by a limited partnership or a limited liability company, it shall be executed by the managing partner(s) or managing member thereof, and such shall also submit proof of authority to so execute the Proposal, in a form satisfactory to CAW. Any partner or member that is a corporation shall follow the requirements for execution by a corporation*, as set forth above.

(Use State-Appropriate form for Notary Public)

State of \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

County of \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

On this \_\_\_\_\_\_\_ day of \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_, 2015, before me appeared **[**DESIGNATED SIGNATORY**]**, who is **[**INSERT TITLE**]** of **[**INSERT PROPOSER**]**, a **[**INSERT STATE AND TYPE**]**, personally known to me to be the person described in and who executed this Transmittal Letter and acknowledged that she/he signed the same freely and voluntarily for the uses and purposes therein described.

In witness thereof, I have hereunto set my hand and affixed my official seal the day and year last written above.

|  |
| --- |
|  |
|  |
|  |
|  |
| Notary Public in and for the State of \_\_\_\_\_\_\_\_\_\_\_\_\_\_ |
| (Seal) |
|  | |
|  |
|  |
| (Name Printed) |
|  |
|  |
| Residing at \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ |
|  |
| Commission Number \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ |

Attachment 1

CERTIFICATE OF AUTHORIZATION\*

I, \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_, a resident of **[**INSERT CITY**]** in the State of **[**INSERT STATE**]**, DO HEREBY CERTIFY that I am the Clerk/Secretary of **[**INSERT PROPOSER NAME**]**, a **[**corporation**]** duly organized and existing under and by virtue of the laws of **[**INSERT STATE**]**; that I have custody of the records of such **[**corporation**]**; and that as of the date of this certification, **[**INSERT DESIGNATED SIGNATORY NAME**]** holds the title of **[**INSERT TITLE**]** of the **[**corporation**]**, and is authorized to execute and deliver in the name and on behalf of the **[**corporation**]** the Proposal submitted by the **[**corporation**]** in response to the Request for Proposals for Monterey Peninsula Water Supply Project Conveyance Facilities, issued by California-American Water Company on XXXX XX, 2015, as amended; and all documents, letters, certificates and other instruments which have been executed by such officer on behalf of the **[**corporation**]** in connection therewith.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed the **[**corporate**]** seal of the **[**corporation**]** this \_\_\_\_\_\_ day of \_\_\_\_\_\_\_\_\_\_\_\_\_ 2015.

|  |  |
| --- | --- |
|  | |
|  | |
| (Affix Seal Here) | |
|  |
|  |
| Clerk/Secretary |

\* ***Note****: Separate certifications shall be submitted if more than one corporate officer has executed documents as part of the Proposal. Proposers shall make appropriate conforming modifications to this Certificate in the event that the signatory’s address is outside of the United States.*

Attachment 2

PROJECT TEAM MEMBER LIST

Proposals shall identify the names and roles of the Proposer and any Significant Subcontractors and all other Project team members identified to date:

|  |  |  |
| --- | --- | --- |
| **NAME:** |  | **ROLE:** |
|  |  |  |
|  |  |  |
|  |  |  |
|  |  |  |
|  |  |  |
|  |  |  |
|  |  |  |
|  |  |  |
|  |  |  |
|  |  |  |
|  |  |  |
|  |  |  |

|  |
| --- |
|  |
| Name of Proposer |
|  |
|  |
|  |
| Name of Designated Signatory |
|  |
|  |
|  |
| Signature |
|  |
|  |
|  |
| Title |

Attachment 3

PROJECT TEAM LICENSE LIST

Attach corresponding copies of applicable licenses

|  |  |  |  |  |
| --- | --- | --- | --- | --- |
| **License No.** | **Classification** | **Name of Licensee** | **Renewal Date** | **Active (Yes/No)** |
|  |  |  |  |  |
|  |  |  |  |  |
|  |  |  |  |  |
|  |  |  |  |  |
|  |  |  |  |  |
|  |  |  |  |  |
|  |  |  |  |  |
|  |  |  |  |  |
|  |  |  |  |  |
|  |  |  |  |  |
|  |  |  |  |  |
|  |  |  |  |  |
|  |  |  |  |  |
|  |  |  |  |  |
|  |  |  |  |  |
|  |  |  |  |  |
|  |  |  |  |  |
|  |  |  |  |  |
|  |  |  |  |  |
|  |  |  |  |  |
|  |  |  |  |  |

PROPOSAL FORM 2

NON-COLLUSION AFFIDAVIT

|  |  |  |
| --- | --- | --- |
| STATE OF \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ | ) |  |
|  | : | SS.: |
| COUNTY OF \_\_\_\_\_\_\_\_\_\_\_\_\_\_ | ) |  |
|  |  |  |
|  |  |  |
|  |  |  |

I, **[**INSERT DESIGNATED SIGNATORY NAME**]**, a resident of **[**INSERT CITY**]**, in the State of **[**INSERT STATE**]**, of full age, being duly sworn according to law, on my oath depose and say that:

I am the **[**INSERT TITLE**]** of, **[**INSERT PROPOSER**]**, formed in the state of **[**INSERT STATE**]**, the Proposer making the Proposal in response to the Request for Proposals for the Monterey Peninsula Water Supply Project Conveyance Facilities issued by California-American Water Company on XXXX XX, 2015, as amended, and that I executed said Proposal with full authority to do so;

The prices in this Proposal have been arrived at independently without collusion, fraud, consultation, communication, or agreement, for the purpose of restricting competition, as to any matter relating to such prices with any other Proposer or with any competitor;

Unless otherwise required by law, the prices which have been quoted in this Proposal have not been knowingly disclosed by the Proposer and will not knowingly be disclosed by the Proposer prior to opening, directly or indirectly, to any other Proposer or to any competitor; and

No attempt has been made or will be made by the Proposer to induce any other person or entity to submit or not to submit a Proposal for the purpose of restricting competition.

I, hereby affirm under the penalties of perjury that the foregoing statements are true.

|  |
| --- |
|  |
| Name of Proposer |
|  |
|  |
| Name of Designated Signatory |
|  |
|  |
| Signature |
|  |
|  |
| Title |

(Use State-Appropriate Form for Notary Public)

State of \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

County of \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

On this \_\_\_\_\_\_\_ day of \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_, 2015, before me appeared **[**DESIGNATED SIGNATORY**]**, who is **[**INSERT TITLE**]** of **[**INSERT PROPOSER**]**, a **[**INSERT STATE AND TYPE**]**, personally known to me to be the person described in and who executed this Transmittal Letter and acknowledged that she/he signed the same freely and voluntarily for the uses and purposes therein described.

In witness thereof, I have hereunto set my hand and affixed my official seal the day and year last written above.

|  |
| --- |
|  |
|  |
|  |
|  |
| Notary Public in and for the State of \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ |
|  |
| (Seal) | |
|  |
|  |
| (Name Printed) |
|  |
|  |
| Residing at \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ |
|  |
| Commission Number \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ |
|  |

PROPOSAL FORM 3

DISCLAIMER STATEMENT

The information contained in or otherwise provided in connection with the Request for Proposals for the Monterey Peninsula Water Supply Project Conveyance Facilities (the “RFP”) issued by California-American Water Company (“CAW”) on XXXX XX, 2015, as amended, has been prepared by CAW and, while such information is believed to be accurate and reliable, except as otherwise expressly set forth in the RFP, CAW makes no representation as to such accuracy or reliability. In no way shall any such information constitute a representation or warranty by CAW or any of its officials, employees, agents, consultants, attorneys, representatives, contractors, or subcontractors (the “CAW Representatives”). The Proposer hereby releases and forever discharges CAW and the CAW Representatives from any and all claims which such Proposer has, had or may hereafter have arising out of any information contained in or otherwise provided in connection with the RFP. Any party who intends to submit a response to this RFP is specifically invited to independently verify the accuracy of the information contained herein.

|  |
| --- |
|  |
|  |
|  |
| Name of Proposer |
|  |
|  |
|  |
| Name of Designated Signatory |
|  |
|  |
|  |
| Signature |
|  |
|  |
|  |
| Title |

PROPOSAL FORM 4

KEY PERSONNEL[[1]](#footnote-1)

*(Copy and complete this form for Key Personnel. Attach additional pages along  
with organizational charts as needed)*

|  |  |  |  |  |  |  |  |
| --- | --- | --- | --- | --- | --- | --- | --- |
| **General Information[[2]](#footnote-2)** | | |  | | | | |
|  | | |  | | | | |
| Name: | | |  | | | | |
|  | | |  | | | | |
| Firm: | | |  | | | | |
|  | | |  | | | | |
| Title: | | |  | | | | |
|  | | |  | | | | |
| Year employed by firm: | | |  | | | years | |
|  | | |  | | |  | |
| Total Professional Experience: | | |  | | | years | |
|  | | |  | | | | |
| Professional Registration and  Licenses (type/number/state/year)[[3]](#footnote-3) | | |  | | | | |
|  | | |  | | | | |
| **Project-Specific Information** | | |  | | | | |
|  | | |  | | | | |
| Title/Assignment | | |  | | | | |
|  | | |  | | | | |
| Description of Role/Responsibilities: | | |  | | | | |
|  | | |  | | | | |
|  | | | | | | | |
|  | | |  | | | | |
| **Commitment[[4]](#footnote-4)** | **Permitting** | % | |  | **Construction** | | % |
|  |  |  | |  |  | |  |
|  |  |  | |  | **Startup and Testing:** | | % |

PROPOSAL FORM 5

VERIFICATION OF STATEMENT OF QUALIFICATIONS INFORMATION

##### Check the appropriate box:

**[** **]** The Statement of Qualifications is reaffirmed in its totality.

**[** **]** The Statement of Qualifications is reaffirmed but subject to changes described on the attached pages.

##### If the Proposer attaches any pages with changes, it must (1) specifically identify the affected portion of its Statement of Qualifications and (2) describe how the change makes its Proposal qualifications equal or better than as submitted with the Statement of Qualifications.

##### Proposers shall disclose all changes with respect to its Statement of Qualifications regardless of whether or not the Proposer believes such changes enhance its qualifications from those previously submitted. CAW, in its sole discretion, will determine whether any such changes enhance or adversely affect the Proposer’s qualifications from those initially submitted in its Statement of Qualifications. Changes that adversely affect the Proposer’s qualifications, as determined by CAW and not consented to by CAW, may result in disqualification of the Proposer.

|  |
| --- |
|  |
| Name of Proposer |
|  |
|  |
|  |
| Name of Designated Signatory |
|  |
|  |
|  |
| Signature |
|  |
|  |
|  |
| Title |

PROPOSAL FORM 6

FINANCIAL CAPACITY DATA

Provide information requested for the Proposer.  
This form may be duplicated if necessary.

Name of Company:

**Section I Financial Data Summary**

|  |  |  |  |
| --- | --- | --- | --- |
|  | **FY 2012** | **FY2013** | **FY2014** |
| **Income Statement** |  |  |  |
| Operating Revenues |  |  |  |
| Operating Expenses |  |  |  |
| Depreciation and Amortization |  |  |  |
| Earnings Before Tax (EBT) |  |  |  |
| Earnings Before Interest and Taxes (EBIT) |  |  |  |
| Net Income |  |  |  |
|  |  |  |  |
| **Balance Sheet** |  |  |  |
| Current Assets |  |  |  |
| Other Assets |  |  |  |
| Intangible Assets |  |  |  |
| Total Assets |  |  |  |
| Current Liabilities |  |  |  |
| Total Long-Term Debt |  |  |  |
| Other Liabilities |  |  |  |
| Total Liabilities |  |  |  |
| Net Worth (Total Assets – Total Liabilities) |  |  |  |
| Tangible Net Worth (Total Assets – Total Liabilities – Intangible Assets) |  |  |  |
|  |  |  |  |
| **Statement of Cash Flow** |  |  |  |
| Total Cash Flow |  |  |  |
| Cash Flow from Operations |  |  |  |
| Cash Flow from Financing Activities |  |  |  |
| Cash Flow from Investing Activities |  |  |  |
|  |  |  |  |

**Section II Financial Ratios**

|  |  |  |  |
| --- | --- | --- | --- |
|  | **FY 2012** | **FY2013** | **FY2014** |
| **Liquidity Measures** |  |  |  |
| Current Ratio (Current Assets/Current Liabilities) |  |  |  |
| Quick Ratio (Current Assets-Inventory/Current Liabilities) |  |  |  |
| Working Capital as a % of Revenue (Current Assets-Current Liabilities/Revenue) |  |  |  |
|  |  |  |  |
| **Leverage Measures** |  |  |  |
| Debt/Equity Ratio (Total Liabilities/Shareholder’s Equity) |  |  |  |
| Debt/Tangible Net Worth |  |  |  |
| Debt/(Debt + Net Worth) |  |  |  |
|  |  |  |  |
| **Debt Service Coverage Measures** |  |  |  |
| Cash Flow from Operations/Debt Service |  |  |  |
| EBT/Interest |  |  |  |
| EBIT/Interest |  |  |  |
|  |  |  |  |
| **Profitability Measures** |  |  |  |
| Operating Profit Margin (Operating Income/Net Sales) |  |  |  |
| EBIT/Revenue |  |  |  |
| Return on Capital (EBIT/Total Assets) |  |  |  |
|  |  |  |  |

**Section III Credit Rating Summary[[5]](#footnote-5)**

|  |  |  |  |  |  |
| --- | --- | --- | --- | --- | --- |
| **Bond Ratings (please list all bond issues within the last three years with issue date and rating** | **Moody’s** | **Standard & Poors’** | **Fitch** | **Dun & Bradstreet** | **Value Line** |
|  |  |  |  |  |  |
| 1. |  |  |  |  |  |
| 2. |  |  |  |  |  |
| 3. |  |  |  |  |  |
| 4. |  |  |  |  |  |
| 5. |  |  |  |  |  |
| 6. |  |  |  |  |  |
| 7. |  |  |  |  |  |
| 8. |  |  |  |  |  |
|  |  |  |  |  |  |
|  |  |  |  |  |  |
|  |  |  |  |  |  |
| **Credit and Other Ratings (please list all credit and other ratings within the last two years along with date of rating):** | | **Rating Date** | **Name of Rating Agency** | | |
|  |  |  |  |  |  |
| 1. |  |  |  |  |  |
| 2. |  |  |  |  |  |
| 3. |  |  |  |  |  |
| 4. |  |  |  |  |  |
| 5. |  |  |  |  |  |
| 6. |  |  |  |  |  |
| 7. |  |  |  |  |  |
| 8. |  |  |  |  |  |

**Section IV Other Financial Information**

Please provide the Proposer’s audited financial statements for the past 3 fiscal years, including auditor’s opinion, footnotes and other required supplementary information as well as the Proposer’s most recently available quarterly statements pursuant to Section 4 of the RFP.

\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_  
*Note: All data is to be provided in U.S. Dollars and in English.*

|  |
| --- |
|  |
| Name of Proposer |
|  |
|  |
|  |
| Name of Designated/Authorized Signatory |
|  |
|  |
|  |
| Signature |
|  |
|  |
|  |
| Title |

PROPOSAL FORM 7

SURETY LETTER OF INTENT TO ISSUE A PERFORMANCE BOND

(to be typed on Surety’s Letterhead)

**[**Date**]**

**[**\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_  
\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_  
\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_  
\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_**]**

Re: Monterey Peninsula Water Supply Project Conveyance Facilities

\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ (the “Proposer”) has submitted herewith a Proposal in response to the Request for Proposals for the Monterey Peninsula Water Supply Project Conveyance Facilities (the “RFP”) issued by California-American Water Company (“CAW”) on XXXX XX, 2015, as amended. The RFP requires the successful Proposer to enter into a Contract to construct the Project, if the Proposer is approved by CAW for final negotiations and execution of the Contract.

The Surety hereby certifies that, subject to its review of the final terms and conditions of the Contract, it intends to issue on behalf of the Proposer, as security for the performance of the Proposer’s obligations under the Contract, as negotiated between the parties based on the Proposal and the RFP, a Performance Bond meeting the requirements of the draft Contract in an amount equal to the Contract Price (plus a reasonable amount to be determined by the parties for any estimated Contract Price adjustments) for the benefit of CAW, in the event the Proposer is selected for final negotiations and execution of the Contract.

|  |
| --- |
|  |
| Name of Surety |
|  |
|  |
| Name of Authorized Signatory |
|  |
|  |
| Signature |
|  |
|  |
| Title |

Proposal Form 8

Surety Letter of Intent to Issue a Payment Bond

(to be typed on Surety’s Letterhead)

**[**Date**]**

**[**\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_  
\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_  
\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_  
\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_**]**

Re: Monterey Peninsula Water Supply Project Conveyance Facilities

\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ (the “Proposer”) has submitted herewith a Proposal in response to the Request for Proposals for the Monterey Peninsula Water Supply Conveyance Facilities (the “RFP”) issued by California-American Water Company (“CAW”) on XXXX XX, 2015, as amended. The RFP requires the successful Proposer to enter into a Contract to construct the Project, if the Proposer is approved by CAW for final negotiations and execution of the Contract.

The Surety hereby certifies that, subject to its review of the final terms and conditions of the Contract, it intends to issue on behalf of the Proposer as security for the performance of the Proposer’s payment obligations in connection with its construction obligations under the Contract as negotiated between the parties based on the Proposal and the RFP, a Payment Bond meeting the requirements of the draft Contract in an amount equal to the Contract Price for the benefit of CAW in the event the Proposer is selected for final negotiations and execution of the Contract.

|  |
| --- |
|  |
| Name of Surety |
|  |
|  |
| Name of Authorized Signatory |
|  |
|  |
| Signature |
|  |
|  |
| Title |

PROPOSAL FORM 9

INSURANCE LETTER OF INTENT

(to be typed on Insurance Company’s Letterhead)

**[**Date**]**

**[**\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_  
\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_  
\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_  
\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_**]**

Re: Monterey Peninsula Water Supply Project Conveyance Facilities

\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ (the “Proposer”) has submitted herewith a Proposal in response to the Request for Proposals for the Monterey Peninsula Water Supply Project Conveyance Facilities (the “RFP”) issued by California-American Water Company (“CAW”) on July xx, 2015, as amended. The RFP requires the Selected Proposer to enter into a Contract to construct the Project if the Proposer is approved by CAW for final negotiations and execution of the Contract.

The Insurance Company hereby certifies that, subject to its review of the final terms and conditions of the Contract, it intends to provide all Required Insurance set forth in the draft Contract, as negotiated between the parties based on the Proposal and the RFP, in the event the Proposer is selected for final negotiations and execution of the Contract.

|  |
| --- |
|  |
| Name of Insurance Company |
|  |
|  |
| Name of Authorized Signatory |
|  |
|  |
| Signature |
|  |
|  |
| Title |

PROPOSAL FORM 10

PRELIMINARY PROJECT SCHEDULE, SCHEDULED CONSTRUCTION DATE AND SCHEDULED ACCEPTANCE DATE

The Proposer shall submit a preliminary Project schedule with the Proposal that includes important construction activities and milestones from issuance of the Notice to Proceed through final completion. This preliminary Project schedule shall be submitted in both written and electronic formats. The level of detail shall be in summary level for major procurement and construction activities. Major milestones throughout the construction period shall be included.

The preliminary Project schedule shall consist of, but not be limited to, the following:

1. Important procurement activities and milestones
2. Important construction activities and milestones
3. Important commissioning and testing milestones
4. It shall indicate the sequence of Work and the time of starting and completing each part.

In addition, the Proposer shall summarize and provide a list of proposed major milestones and completion dates including, but not limited to:

#### Issuance of Notice to Proceed

#### Expected delivery of all materials and equipment

#### Date of construction commencement

#### Completion of major structures

#### Commissioning and functional testing commencement

#### Substantial Completion Date

#### Acceptance test

#### Date of acceptance

#### Date of Completion and readiness for final payment

The Proposer shall use the following format to provide this information:

|  |  |  |
| --- | --- | --- |
| **TABLE 10-1 MAJOR ACTIVITIES AND MILESTONES[[6]](#footnote-6)** | | |
| **ACTIVITY NUMBER** | **ACTIVITY/MILESTONE** | **DATE[[7]](#footnote-7)** |
|  |  |  |
|  |  |  |
|  |  |  |
|  |  |  |
|  |  |  |

|  |
| --- |
|  |
| Name of Proposer |
|  |
|  |
| Name of Designated Signatory |
|  |
|  |
| Signature |
|  |
|  |
| Title |

PROPOSAL FORM 11

ACCEPTANCE OF THE CONTRACT

Proposer agrees to all of the provisions of the draft Contract except as expressly provided in the track changes or redline version of the draft Contract that is attached to this Proposal Form.

|  |
| --- |
|  |
| Name of Proposer |
|  |
|  |
|  |
| Name of Designated Signatory |
|  |
|  |
|  |
| Signature |
|  |
|  |
|  |
| Title |

PROPOSAL FORM 12

FORM OF PROPOSAL BOND

KNOW ALL PERSONS BY THESE PRESENTS, that the [insert name of Proposer] \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_, as the “Principal” and [insert name of the Surety] \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_, as (“Surety”), a corporation duly organized under the laws of the State of \_\_\_\_\_, having its principal place of business at \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_, and authorized as a surety in the State of California, are hereby jointly and severally held and firmly bound unto California-American Water Company (the “Obligee”), in the penal sum of ten percent of the proposed Contract Price (the “Bonded Sum”), the payment of which we each bind ourselves, and our heirs, executors, administrators, representatives, successors and assigns, jointly and severally, firmly by these presents.

WHEREAS, the Principal is herewith submitting a proposal (the “Proposal”) to provide construction, commissioning, start-up and testing services for Monterey Peninsula Water Supply Project Conveyance Facilities (the “Project”) through a Contract (the “Contract”), which Proposal is incorporated herein by this reference and has been submitted pursuant to the Project’s request for proposals dated as of [INSERT DATE] (as amended or supplemented, the “RFP”);

NOW, THEREFORE,

##### The condition of this Proposal Bond is such that it shall be null and void upon the occurrence of any of the following events:

###### The Principal's receipt of written notice from the Obligee that (i) the Obligee will not award the Contract pursuant to the RFP, or (ii) the Obligee has awarded and received the executed Contract and other required documents, and does not intend to award the Contract to the Principal;

###### The Principal’s performance of all its obligations under the RFP in connection with award of the Contract;

###### The failure of the Obligee to award the Contract to the Principal within 180 days after the Proposal due date; or

###### The failure of the Obligee and the Principal to finalize a Contract that is satisfactory to the Obligee after attempting in good faith to do so.

##### If the Principal fails to satisfy the foregoing conditions for release set forth in paragraph 1 above, or if the Principle withdraws its Proposal in a manner that is not permitted by the RFP, or is awarded the Contract but fails to meet the requirements for finalizing or executing the Contract, then the Principal and the Surety hereby agree to pay to the Obligee the full Bonded Sum as liquidated damages, and not as a penalty, within 10 days after such failure. The Principal agrees and acknowledges that such liquidated damages are reasonable in order to compensate the Obligee for damages it will incur as a result of the Principal’s failure to satisfy the obligations under the RFP to which the Principal agreed when submitting its Proposal. Such damages include potential harm to the credibility and reputation of the Obligee with policy makers and with the general public, delays to the Project and additional costs of administering this or a new procurement (including legal, accounting, overhead and other administrative costs). The Principal further acknowledges that these damages would be difficult and impracticable to measure and prove, are incapable of accurate measurement because of, among other things, the unique nature of the Project and the efforts required to receive and evaluate proposals for it, and the unavailability of a substitute for those efforts. The amounts of liquidated damages stated herein represent good faith estimates and evaluations as to the actual potential damages the Obligee would incur as a result of Principal’s failure to satisfy the obligations under the RFP to which Principal agreed when submitting its Proposal, and do not constitute a penalty. Principal agrees to such liquidated damages in order to fix and limit Principal’s costs and to avoid later disputes over what amounts of damages are properly chargeable to Principal.

##### The following terms and conditions shall apply with respect to this Proposal Bond:

###### If suit is brought on this Proposal Bond by the Obligee and judgment is recovered, the Principal and Surety shall pay all costs incurred by the Obligee in bringing such suit, including, without limitation, reasonable attorneys’ fees and costs as determined by the court.

###### Any extensions of the time for award of the Contract that the Principal may grant in accordance with the RFP shall be subject to the reasonable approval of the Surety.

###### [Note: Use in case of multiple or co-sureties or, otherwise, delete.] The Co-Sureties agree to empower a single representative with authority to act on behalf of all of the Co-Sureties with respect to this Proposal Bond, so that the Obligee will have no obligation to deal with multiple sureties hereunder. All correspondence from the Obligee to the Co-Sureties and all claims under this Proposal Bond shall be sent to such designated representative. The Co-Sureties also agree to designate a single agent for service of process with respect to any actions on this Bond, which agent shall either be a natural person or a corporation qualified to act as an agent for service of process under California law. The designated representative and agent for service of process may be changed only by delivery of written notice (by personal delivery or by certified mail, return receipt requested) to the Obligee designating a single new representative and/or agent, signed by all of the Co-Sureties. The initial representative shall be:

###### SIGNED and SEALED this \_\_\_\_\_\_\_\_\_\_ day of \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_, 20\_\_

\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_Principal

By:

\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_Surety [or Co-Surety]

By:

\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_Attorney in Fact

By:

\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_Co-Surety

By:

\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_Attorney in Fact

By:

\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_Co-Surety

By:

\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_Attorney in Fact

[ADD APPROPRIATE SURETY ACKNOWLEDGMENTS]

[NOTE: Use an acknowledgement form and follow the notary requirements that apply in the applicable state.]

State of \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

County of \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

On this \_\_\_ day of \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ in the year of \_\_\_\_\_\_\_\_\_\_ before me, \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_, a notary public in and for the county and state aforesaid, personally appeared \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to within the instrument and acknowledged to me that he/she executed the same in his/her authorized capacity(ies), and that by his/her signature(s) on the instrument, the person(s) or the upon behalf of which the person(s) acted, executed the instrument.

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

Witness my hand and official seal:

\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ (SEAL)

Signature of Notary Public

PROPOSAL FORM 13

PRICE ESCALATOR INDICES

The Proposer shall include below at least one and no more than five indices that it proposes to use as the Price Escalator. The Proposer shall also include the corresponding percentage to be used for each index, totaling 100%. The indices provided will be included in the Contract following successful negotiation.

|  |  |
| --- | --- |
| **Price Escalator Index** | **Percent of the**  **Contract Price[[8]](#footnote-8)** |
|  |  |
|  |  |
|  |  |
|  |  |
|  |  |

\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Name of Proposer

\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Name of Designated Signatory

\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Signature

\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Title

1. Footnotes:

   Proposers shall duplicate this form for all Key Personnel. Refer to subsection 4.4.2 of the RFP for a list of the minimum personnel for which this form shall be completed. [↑](#footnote-ref-1)
2. Please indicate any staff that has changed from that provided in the Statement of Qualifications in accordance with subsection 4.4.2 of the RFP. Attach pages as necessary. [↑](#footnote-ref-2)
3. Where applicable, key construction personnel must provide either: (1) proof of current California licensure; or (2) if not currently licensed in California, a detailed plan to obtain a required California license no later than the effective date of the Contract. [↑](#footnote-ref-3)
4. Commitment indicates the amount of time (in percent) that the individual would be available to work on the Project during the construction, start-up and testing phases of the Project. Indicate by “N/A” where the individual is not proposed to be involved in a particular phase of the Project. [↑](#footnote-ref-4)
5. Footnote:

   In the event that no credit rating is available for the Proposer from a nationally recognized rating agency, then the Proposer, as applicable, shall provide:

   (a) a current (30 days or less) Dun & Bradstreet report (or an independent report of similar quality and content) attached to this Proposal Form; and

   (b) a narrative discussion of the long-term credit strength of the Proposer.

   Proposers shall also provide an explanation or state the reasons that no such credit rating from a nationally recognized credit rating agency is available. [↑](#footnote-ref-5)
6. Footnotes:

   List each major activity and milestone separately. [↑](#footnote-ref-6)
7. Indicate the end of activity or date milestone achieved. [↑](#footnote-ref-7)
8. The sum of the percentages in this column shall be 100%. [↑](#footnote-ref-8)