

SOLANO COMMUNITY COLLEGE DISTRICT



PRE-QUALIFICATION QUESTIONNAIRE FOR PROSPECTIVE DESIGN/BUILD ENTITIES

Autotechnology Building Vallejo Center

RFQ #15-011

SOLANO COMMUNITY COLLEGE DISTRICT

November 14, 2014

**PRE-QUALIFICATION QUESTIONNAIRE
FOR
PROSPECTIVE DESIGN/BUILD ENTITIES**

**SOLANO COMMUNITY COLLEGE DISTRICT
Autotechnology Building
Vallejo Center**

TABLE OF CONTENTS

PART A – MANDATORY REQUIREMENTS

1. NOTICE TO DESIGN BUILD ENTITIES
2. PROCESS AND INFORMATION
3. DECLARATION
4. DESIGN/BUILD TEAM
5. LICENSURE/REGISTRATION
6. PREVAILING WAGE COMPLIANCE
7. FINANCIAL INFORMATION
8. INSURANCE
9. EXHIBITS:
 - EXHIBIT 1 - GENERAL STATEMENT OF BANK CREDIT
 - EXHIBIT 2 - BONDS, INSURANCE, AND INDEMNITY
 - EXHIBIT 3 - PERFORMANCE BOND
 - EXHIBIT 4 - PAYMENT BOND
 - EXHIBIT 5 - PROJECT LABOR AGREEMENT

PART B – RELEVANT EXPERIENCE

10. RELEVANT EXPERIENCE OF THE DESIGN BUILD TEAM
11. RELEVANT EXPERIENCE / TRAINING OF KEY PERSONNEL
12. APPRENTICESHIP PROGRAM
13. SAFETY RECORD
14. LOCAL HIRING PROGRAM EXPERIENCE
15. EXPERIENCE OF WORK COMPLETED WITH DESIGN/BUILD DELIVERY AND/OR TEAMING APPROACH
16. TERMINATION/FAILURE TO COMPLETE/ VIOLATIONS; CLAIMS, ARBITRATION AND LITIGATION

PART A MANDATORY REQUIREMENTS

CONTENTS

1. NOTICE TO DESIGN BUILD ENTITIES
2. PROCESS AND INFORMATION
3. DECLARATION
4. DESIGN/BUILD TEAM
5. LICENSURE/REGISTRATION
6. PREVAILING WAGE COMPLIANCE
7. FINANCIAL INFORMATION
8. INSURANCE
9. EXHIBITS:
 - EXHIBIT 1 - GENERAL STATEMENT OF BANK CREDIT
 - EXHIBIT 2 - BONDS, INSURANCE, AND INDEMNITY
 - EXHIBIT 3 - PERFORMANCE BOND
 - EXHIBIT 4 - PAYMENT BOND
 - EXHIBIT 5 - PROJECT LABOR AGREEMENT

1. NOTICE TO DESIGN/BUILD ENTITIES

The Solano Community College District (hereinafter “the District”) seeks responses from experienced Design/Build Entities (DBE) to design and construct a new Autotechnology Building along with ancillary facilities (Student Success Center, Potential Welding and Automotive Shops) (“Project”). The new Project will replace the temporary facility at 1301 Georgia Street, Vallejo, California. The Project will be a high-performing and attractive facility that supports the mission of the District. The Project ***is approximately 18,000 square feet and will house state-of-the-art equipment for automotive service and repair. The site for this new facility will be on the Solano Community College Vallejo Center Campus, located at 545 Columbus Parkway, Vallejo, CA 94591.*** The construction value of the Design/Build Contract will be approximately \$12,500,000.

The Pre-Qualification Application and other documents including addenda will be posted to the District website at:

<http://www.solano.edu/measureq/vendor.php>

Documents will also be posted with Blue Print Express Reprographics (BPXpress). For information, please contact Bob Collins of Swinerton Management & Consulting **via e-mail only** at: rcollins@swinerton.com Please include in your request Company Name, Contact Person, Mailing Address, valid e-mail address, telephone and fax numbers.

Respondents to this Pre-qualification questionnaire should mail or deliver one (1) unbound and eight (8) bound hard copies and one (1) electronic copy of their filled out questionnaire (with firm’s name and address clearly and conspicuously marked on the outside) to:

Laura Scott
Bond Purchaser
Solano Community College District
360 Campus Lane, Suite 201
Fairfield, CA 94534

2. PROCESS AND INFORMATION

Background: In November 2012, the Solano Community College District successfully passed the Measure Q Bond in an effort to be responsive to the needs of students and the community. The funding approved by this bond is planned to new construction, modernization and repairs to existing classrooms and college buildings to bring them up to current seismic and safety standards. One of the main goals of the Measure Q Bond is to provide additional classrooms, including laboratories and associated spaces and educational facilities to provide enhanced programs including job training and workforce development to their students.

In order to implement the projects identified, the District is seeking Statements of Qualifications (SOQ) from qualified firms to provide Design/Build services for the new Autotechnology building to be located at the Vallejo Center Campus.

Timetable: Per Sections 81700 – 81708 of the California Education Code, the District has the statutory authority to deliver projects using an alternative method of bidding and building construction projects. This alternative method is commonly referred to as “Design/Build.” This pre-qualification questionnaire is the first step in the selection process outlined in Section 81703, with the following timetable, subject to change:

- 11/14/14: Pre-qualification Questionnaire issued
- 12/02/14, 2:00 PM : Mandatory Pre-qualification Conference and Site Visit
- 12/17/14 : Pre-qualification Questionnaire due
- January 2015: Interview Selected Design/Build Teams
- January 2015: Selection of 3 Pre-qualified firms to receive Request for Proposal
- February 2015 : Issue Request For Proposals to 3 selected DBE firms
- May 2015 : Proposals due
- June 2015 : Award Design/Build Contract
- July 2016: Notice to Proceed

Submittal Process: The District will receive, no later than 2:00 PM, December 17, 2014, a sealed envelope with one (1) unbound, eight (8) bound hard copies and one (1) electronic copy of the Pre-Qualification Questionnaire for the new Autotechnology Building to be constructed on the site of the existing SCC Vallejo Center Campus, 545 Columbus Parkway, Vallejo, California. All Pre-Qualification Questionnaires shall be made on the attached form furnished by the District. Any deviation from the standard application form or failure to provide the required information will be considered non-responsive and grounds for rejection of the application.

All members of the Design/Build Entity’s team must be determined to be pre-qualified. Only Design/Build Entities including a team member with a California General Building Contractor license, “B” Classification, and a Public Works Contractor Registration through the Department of Industrial Relations, who have been approved through this pre-qualification process will be eligible to compete for the project. If any team member is not pre-qualified, the Design/Build Entity will not be pre-qualified. Pre-qualification submittals for past projects with the District or for other public agencies are not applicable.

Full Opportunity: The District hereby affirmatively ensures that Disadvantaged Business Enterprises (DBE), Small Local Business Enterprise (SLBE), Small Emerging Local Business Enterprise (SELBE) and Disabled Veterans Business Enterprise (DVBE) firms shall be afforded full opportunity to submit qualifications in response to this notice and will not be discriminated against on the basis of race, color, national origin, ancestry, disability, gender, transgender status, political affiliation, or religion in any consideration leading to the award of contract. No qualified disabled person shall, on the basis of

disability, be excluded from participating in, be denied the benefits of, or otherwise by subjected to discrimination in any consideration leading to the award.

Restrictions on Lobbying and Contacts: From the period beginning on the date of the issuance of this Pre-qualification Questionnaire and ending on the date of the award of an agreement to a Design/Build Entity, no person, or entity submitting a response, nor any officer, employee, representative, agent, or consultant representing such a person or entity shall contact through any means or engage in any discussion regarding this Pre-qualification Questionnaire, the evaluation or selection process, or the award of contract with any member of the District, Board, selection members, or any member of a District committee. Any such contact, except as provided herein, shall be grounds for the disqualification of the Design/Build Entity team.

Limitations: This Pre-qualification Process is neither a formal request for bids, nor an offer by the District to contract with any party responding to this Pre-qualification Questionnaire. The District makes no representation that participation in the Pre-qualification process will lead to an award of contract. The District shall in no event be responsible for the cost of preparing any response to this Pre-qualification Questionnaire. The District reserves the right to reject any or all pre-qualification applications and to waive any irregularities in any responses received at its sole discretion.

Pre-qualification Conference: A Mandatory Pre-qualification Conference will be held on December 2, 2014 at 2:00 PM at 360 Campus Lane, Fairfield, CA 94534, 1st Floor Board Room. A tour of the project site will follow at 3:00 PM. **Attendance at the Pre-qualification Conference is Mandatory** for Design/Build Entities attempting to become pre-qualified to compete for this advertised project. A Design/Build Entity that did not attend the pre-qualification conference will be considered non-responsive and shall be grounds for rejection of the application. Pre-qualification conference attendees should allow ample time to find a parking space and walk to the meeting location. The doors to the meeting will be secured at 15 minutes past the start of the conference, and those who arrive more than 15 minutes past the start of the conference will not be allowed to participate in the pre-qualification process.

Requests for Information: Pre-qualification Conference attendees are to register the firm and their point of contact (name, position, phone number, email address and physical location) with the District's Construction Management consultant, Swinerton Management & Consulting, at the Pre-qualification conference to ensure that any addenda issued are sent to the conference attendees. All correspondence for this FRQ process will be directed to the "point of contact" person for each DBE.

Applicants may submit requests for information, via e-mail to: rcollins@swinerton.com up to 5:00 PM on Monday December 8, 2014. All requests for information and responses will be issued via an addendum. All addenda will be posted to the District's website and to Plan Rooms throughout the San Francisco Bay Area and Sacramento. Request for Information submitted later than 5:00 PM on Monday December 8, 2014 will not be responded to. Addenda with requests for information and responses will be sent via

email to all Pre-Qualification Conference attendees and posted to the District's website at:

<http://www.solano.edu/measureq/vendor.php>

Requirements for Pre-Qualification: The District's evaluation is solely for the purpose of determining which Design/Build Entities are deemed qualified. Pre-qualification of applicants will be determined by the District based upon the submitted Pre-Qualification Questionnaire, and any other information available to the District. The District may request a contractor to submit additional information. The District also reserves the right to investigate and rely upon information from other available sources in addition to any documents or information submitted by the Applicant.

The District's decision on pre-qualification will be based on the evaluation of several factors including, but not limited to, the following:

- Demonstrated Experience on comparable projects
- Experience of Key Personnel
- Licensing and Registration requirements
- Claims, Litigation and Arbitration History
- Disqualification from Previous Projects
- Compliance with Workers' Compensation Statutory Requirements and Safety Record
- Insurance Capacity
- Bonding Capacity
- Financial Information
- Attendance at the mandatory Pre-qualification conference

Only Design/Build Entities determined by the District to be pre-qualified may be issued a formal Request for Proposal. The intent of the District is to pre-qualify three (3) Design/Build/Entities.

Design Consultants: Information regarding Design Consultants is required to be submitted in "Part A" of the Mandatory Requirements. Please note that the Design Consultant preparing the Design/Build Criteria Documents and its Construction Management Consultant are not eligible to be included on any Design/Build Entity teams for this Project.

Records Exempt from Disclosure: The information contained in these questionnaires and the financial statements provided to the District are not public records and shall not be open to public inspection; however, records of the names of contractors applying for prequalification status shall be public records subject to disclosure.

Request for Proposal: Upon completion of the pre-qualification process a Request for Proposal (RFP) may be issued to the three (3) pre-qualified Design/Build Entities. The RFP will include the following items:

- Criteria Documents (Drawings and Specifications)

- Division 00 & 01 Specifications
- Sample District Agreement
- Procedure for Short-Listing Design/Build Entities
- Program and Scope Requirements
- Submittal Requirements
- CEQA compliance information
- District Standards
- Timeline
- Soils Report(s)
- Hazardous Materials Report(s)
- Survey(s)
- Stipend – A reasonable stipend will be paid to the firms that are unsuccessful in being selected to contract with the District on this project.

Additional information regarding the submittal requirements will be provided in the RFP to the Design/Build Entities that are eligible to be issued a formal RFP.

Award: Selection of the successful Design Build Entity will be based on which proposal received provides for the “best value” to the District as defined in Education Code Section 81703(c)(2)(B). It is the District’s intent to present a project based on a stipulated sum and best value enhancements. The District makes no representation that participation in the RFP process will lead to an award of contract. Final selection of a Design/Build Entity and the terms and conditions of any and all agreements shall be at the discretion of the District.

Scoring Sheets: Please note that, to the extent that the Pre-qualification Questionnaire and other RFP documents are public records under California law, the documents may be released to the public if requested by members of the public. The scoring and scoring sheets used by the District are not considered to be public information and as such are not subject to a Public Records Act request.

Contract Requirements: Design/Build Entities are advised that this specific project is subject to, and must fully comply with, all of the requirements of the RFP 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 District and its agents. Sureties must be California State registered Class “A” Securities. In accordance with provisions of Public Contract Code Section 22300, substitution of eligible and equivalent securities for any monies withheld to ensure performance under this contract will be permitted at the request and expense of the Design/Build Entity.

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. Certified payrolls are subject to review and audit by the Compliance Monitoring Unit of the Department of Industrial Relations.

Disabled Veteran Business Enterprise Goals: The provisions of Public Contract Code as defined in the State Allocation Board regulation for implementation of Disabled Veteran Business Enterprise Goals shall apply to the project.

Project Labor Agreement: Design/Build Entities are further informed that the project will be subject to the Measure Q Project Labor Agreement (PLA). All contractors shall be required to execute Letters of Assent under the PLA.

Protest Procedures for Pre-Qualification

1. Any protest of the District's decision to not pre-qualify a Design/Build Entity must be submitted in writing to the District, no later than 5:00 PM of the second (2nd) business day following the date of pre-qualification selection notification by the District.
2. The initial protest must contain a complete statement and/or the specific statute that forms the basis for the protest. The protest must include the name, address and telephone number of the person representing the protesting party. The protest must be signed and submitted under penalty of perjury.
3. The party filing the protest must have actually submitted a Pre-qualification Questionnaire for the Project or have been specifically excluded from filing a Pre-qualification Questionnaire due to an action by the District. A sub-consultant or subcontractor of a party submitting a Pre-qualification Questionnaire on the Project may not submit a Protest. A party may not rely on the Protest submitted by another prospective Design/Build Entity, but must timely pursue its own protest.
4. The District's Executive Bonds Manager or his designee shall review the protest and shall issue his determination within a reasonable amount of time prior to release of the RFP. The decision shall be final and complete all administrative remedies.
5. The procedure and time limits set forth in this Section are mandatory and are the Design/Build Entity's sole and exclusive remedy in the event of a Protest. A Design/Build Entity's failure to fully comply with these procedures shall constitute a waiver of any right to further pursue a Protest.
6. Any party that submits a protest and challenges the District's determination all the way through an order by a Superior Court finding for the District shall pay the District's attorneys' fees and costs.

3. DECLARATION

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

Design/Build Entity 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 Design/Build Entity, _____, hereby declare, under penalty of perjury under the laws of the State of California, that the information provided in PART A -MANDATORY REQUIREMENTS is true and correct.

Signed: _____ Dated: _____

4. DESIGN / BUILD TEAM

Name of Design/Build Entity: _____

Identify the firms proposed for this Design Build team:

<u>D/B Entity Role</u>	<u>Firm/Address</u>	<u>Primary Contact</u>
General Contractor	_____ _____ _____	_____

NOTE: General Contractor must have an established working office for the past year within 75 miles of the Project Site.

Architect	_____ _____ _____	_____
-----------	-------------------------	-------

NOTE: Architect must have an established working office for the past year within 75 miles of the Project Site.

Structural Engineer	_____ _____ _____	_____
---------------------	-------------------------	-------

Mechanical Engineer	_____ _____ _____	_____
---------------------	-------------------------	-------

Electrical Engineer	_____ _____ _____	_____
---------------------	-------------------------	-------

Civil Engineer	_____ _____ _____	_____
----------------	-------------------------	-------

Lab Consultant Firm	_____ _____ _____	_____
---------------------	-------------------------	-------

Other Firm	_____ _____ _____	_____
------------	-------------------------	-------

[ATTACH ADDITIONAL SHEETS AS REQUIRED]

5. LICENSURE/REGISTRATION

A. All Design/Build Entities must have a **General Contractor** actively licensed in the State of California and registered as a Public Works Contractor with the Department of Industrial Relations. Provide the following information.

Contractor's State of California "B" Classification 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 yes, please explain each incident below or on a separate attachment:

2. Has a complaint ever been filed with the Contractor's State License Board against your company that required a formal hearing or inquiry?
Yes _____ No _____ If yes, please explain each incident below or on a separate attachment:

3. Has the General Contractor ever been debarred by any public agency in the State of California? Yes _____ No _____ If yes, please explain each incident below or on a separate attachment:

4. Has the General Contractor ever been sued in the State of California by a public agency for violation of the Federal or California False Claims Act, regardless of disposition of the action? Yes _____ No _____
If yes, please explain each incident below or on a separate attachment:

5. Is the General Contractor a Joint Venture between one or more firms?
Yes _____ No _____ If yes, please provide a copy of the Joint Venture Agreement or Statement of Joint Venture.

[ATTACH ADDITIONAL SHEETS AS REQUIRED]

5. LICENSURE/REGISTRATION (continued)

B. All Design/Build Entities must have an **Architect** actively licensed in the State of California. Provide the following information.

Architect's 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 yes, please explain each incident below or on a separate attachment:

2. Has a complaint ever been filed with the State License Board against your company that required a formal hearing or inquiry?
Yes _____ No _____ If yes, please explain each incident below or on a separate attachment:

3. Has the Architect ever been debarred by any public agency in the State of California? Yes _____ No _____ If yes, please explain each incident below or on a separate attachment:

4. Has the Architect ever been sued in the State of California by a public agency for violation of the Federal or California False Claims Act, regardless of disposition of the action? Yes _____ No _____
If yes, please explain each incident below or on a separate attachment:

5. Is the Architect a Joint Venture between one or more firms?
Yes _____ No _____ If yes, please provide a copy of the Joint Venture Agreement or Statement of Joint Venture.

[ATTACH ADDITIONAL SHEETS AS REQUIRED]

5. LICENSURE/REGISTRATION (continued)

C. All Design/Build Entities must include a **Structural Engineer** licensed in the State of California. Provide the following information:

Structural Engineer's 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 yes, please explain each incident below or on a separate attachment:

2. Has a complaint ever been filed with the State License Board against your company that required a formal hearing or inquiry?
Yes _____ No _____ If yes, please explain each incident below or on a separate attachment:

3. Has the Structural Engineer ever been debarred by any public agency in the State of California? Yes _____ No _____ If yes, please explain each incident below or on a separate attachment:

4. Has the Structural Engineer ever been sued in the State of California by a public agency for violation of the Federal or California False Claims Act, regardless of disposition of the action? Yes _____ No _____
If yes, please explain each incident below or on a separate attachment:

5. Is the Structural Engineer a Joint Venture between one or more firms?
Yes _____ No _____ If yes, please provide a copy of the Joint Venture Agreement or Statement of Joint Venture.

[ATTACH ADDITIONAL SHEETS AS REQUIRED]

5. LICENSURE/REGISTRATION (continued)

D. All Design/Build Entities must include a **Mechanical Engineer** licensed in the State of California. Provide the following information:

Mechanical Engineer’s 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 yes, please explain each incident below or on a separate attachment:

2. Has a complaint ever been filed with the State License Board against your company that required a formal hearing or inquiry?
Yes _____ No _____ If yes, please explain each incident below or on a separate attachment:

3. Has the Mechanical Engineer ever been debarred by any public agency in the State of California? Yes _____ No _____ If yes, please explain each incident below or on a separate attachment:

4. Has the Mechanical Engineer ever been sued in the State of California by a public agency for violation of the Federal or California False Claims Act, regardless of disposition of the action? Yes _____ No _____
If yes, please explain each incident below or on a separate attachment:

5. Is the Mechanical Engineer a Joint Venture between one or more firms?
Yes _____ No _____ If yes, please provide a copy of the Joint Venture Agreement or Statement of Joint Venture.

[ATTACH ADDITIONAL SHEETS AS REQUIRED]

5. LICENSURE/REGISTRATION (continued)

E. All Design/Build Entities must include an **Electrical Engineer** licensed in the State of California. Provide the following information:

Electrical Engineer's 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 yes, please explain each incident below or on a separate attachment:

2. Has a complaint ever been filed with the State License Board against your company that required a formal hearing or inquiry?
Yes _____ No _____ If yes, please explain each incident below or on a separate attachment:

3. Has the Electrical Engineer ever been debarred by any public agency in the State of California? Yes _____ No _____ If yes, please explain each incident below or on a separate attachment:

4. Has the Electrical Engineer ever been sued in the State of California by a public agency for violation of the Federal or California False Claims Act, regardless of disposition of the action? Yes _____ No _____
If yes, please explain each incident below or on a separate attachment:

5. Is the Electrical Engineer a Joint Venture between one or more firms?
Yes _____ No _____ If yes, please provide a copy of the Joint Venture Agreement or Statement of Joint Venture.

[ATTACH ADDITIONAL SHEETS AS REQUIRED]

5. LICENSURE/REGISTRATION (continued)

F. All Design/Build Entities must include a **Civil Engineer** licensed in the State of California. Provide the following information:

Civil Engineer's 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 yes, please explain each incident below or on a separate attachment:

2. Has a complaint ever been filed with the State License Board against your company that required a formal hearing or inquiry?
Yes _____ No _____ If yes, please explain each incident below or on a separate attachment:

3. Has the Civil Engineer ever been debarred by any public agency in the State of California? Yes _____ No _____ If yes, please explain each incident below or on a separate attachment:

4. Has the Civil Engineer ever been sued in the State of California by a public agency for violation of the Federal or California False Claims Act, regardless of disposition of the action? Yes _____ No _____
If yes, please explain each incident below or on a separate attachment:

5. Is the Civil Engineer a Joint Venture between one or more firms?
Yes _____ No _____ If yes, please provide a copy of the Joint Venture Agreement or Statement of Joint Venture.

[ATTACH ADDITIONAL SHEETS AS REQUIRED]

5. LICENSURE/REGISTRATION (continued)

G. Other firms licensed in the State of California. Provide the following information for each:

Discipline: Lab Consultant

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

2. Has a complaint ever been filed with the State License Board against your company that required a formal hearing or inquiry?
Yes _____ No _____ If yes, please explain each incident below or on a separate attachment:

3. Has the Firm ever been debarred by any public agency in the State of California? Yes _____ No _____ If yes, please explain each incident below or on a separate attachment:

4. Has the Firm ever been sued in the State of California by a public agency for violation of the Federal or California False Claims Act, regardless of disposition of the action? Yes _____ No _____ If yes, please explain each incident below or on a separate attachment:

[ATTACH ADDITIONAL SHEETS AS REQUIRED]

6. PREVAILING WAGE COMPLIANCE

1. Has there been more than one occasion during the last five years in which your firm was required to pay either back wages or penalties for your own firm's failure to comply with the **State of California's** prevailing wage laws?

NOTE: This question refers only to your own firm's violation of prevailing wage laws, not to violations of the prevailing wage laws by a subcontractor.

Yes No

If yes, attach a separate signed page or pages, describing the nature of each violation, identifying the name of the project, the date of its completion, the public agency for which it was constructed; the number of employees who were initially underpaid and the amount of back wages and penalties that you were required to pay.

2. During the last five years, has there been more than one occasion in which your own firm has been penalized or required to pay back wages for failure to comply with the **Federal Davis-Bacon** prevailing wage requirements?

Yes No

If yes, attach a separate signed page or pages describing the nature of the violation, identifying the name of the project, the date of its completion, the public agency for which it was constructed; the number of employees who were initially underpaid, the amount of back wages you were required to pay along with the amount of any penalty paid.

7. FINANCIAL INFORMATION

A. Financial Statements and Supplementary Information

Financial pre-qualification may be established by determining capacity to perform the District 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 (backlog), are then subtracted from the amount determined from item #2 above.
4. A positive number resulting from item #3 above is the maximum District contract that may be awarded.

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

B. Information you must submit includes:

1. Full set of financial statements for your most recent three (3) complete fiscal years, accompanied by either an audit or review report prepared by an independent Certified Public Accountant. Compiled or internally prepared financial statements will not be accepted. Financial statements 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. Letter from a financial institution in support of available lines of credit or other facilities, if you wish them to be considered in pre-qualification. See Exhibit 1 (General Statement of Bank Credit) for example.
3. Schedule indicating contracts, which have been awarded to you, and reconciling the original award, any amendments, completed portion and uncompleted portion of such contracts. This is your backlog of work awarded but not yet complete.

7. FINANCIAL INFORMATION (continued)

C. Surety and Bonding Requirements

1. Attached 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.
2. List the names of at least three (3) bonding companies utilized by the firm in the last five (5) years, for projects over \$15 million, and 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 No. 1: _____

Address: _____

Contact Name: _____ Telephone: _____ FAX: _____

Project Name: _____

Amount Bonded: _____ % Completed: _____

Project Name: _____

Amount Bonded: _____ % Completed: _____

Project Name: _____

Amount Bonded: _____ % Completed: _____

Project Name: _____

Amount Bonded: _____ % Completed: _____

Project Name: _____

Amount Bonded: _____ % Completed: _____

7. FINANCIAL INFORMATION (continued)

NAME OF BONDING COMPANY No. 2: _____

Address: _____

Contact Name: _____ Telephone: _____ FAX: _____

Project Name: _____

Amount Bonded: _____ % Completed: _____

Project Name: _____

Amount Bonded: _____ % Completed: _____

Project Name: _____

Amount Bonded: _____ % Completed: _____

Project Name: _____

Amount Bonded: _____ % Completed: _____

Project Name: _____

Amount Bonded: _____ % Completed: _____

7. FINANCIAL INFORMATION (continued)

NAME OF BONDING COMPANY No. 3: _____

Address: _____

Contact Name: _____ Telephone: _____ FAX: _____

Project Name: _____

Amount Bonded: _____ % Completed: _____

Project Name: _____

Amount Bonded: _____ % Completed: _____

Project Name: _____

Amount Bonded: _____ % Completed: _____

Project Name: _____

Amount Bonded: _____ % Completed: _____

Project Name: _____

Amount Bonded: _____ % Completed: _____

8. INSURANCE

Refer to "Exhibit 2" (Bonds, Insurance and Indemnity) attached to this Pre-qualification Questionnaire for insurance requirements for this project. Each policy of insurance carried by the Design/Build Entity 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: _____

Name of Insurance Company: _____

Address: _____

Contact Name: _____ Telephone: _____ Fax: _____

Rating: _____

Name of Insurance Company: _____

Address: _____

Contact Name: _____ Telephone: _____ Fax: _____

Rating: _____

Name of Insurance Company: _____

Address: _____

Contact Name: _____ Telephone: _____ Fax: _____

Rating: _____

9. EXHIBITS:

EXHIBIT 1 – GENERAL STATEMENT OF BANK CREDIT

EXHIBIT 2 – BONDS, INSURANCE, AND INDEMNITY

EXHIBIT 3 – PERFORMANCE BOND

EXHIBIT 4 – PAYMENT BOND

EXHIBIT 5 - PROJECT LABOR AGREEMENT

EXHIBIT 1

GENERAL STATEMENT OF BANK CREDIT

_____ (Date)

Bank Reference # _____

To Whom It May Concern:

In connection with the pre-qualification of

(Name of Design/Build Entity)

In conjunction with Section 81700 *et seq.* of the Education Code allowing the Solano Community College District (“District”) to use design-build contracts, we hereby declare that said Design/Build Entity has been extended a line of credit in a total amount not exceeding \$_____, and that such credit will not be withdrawn or reduced without notice to the District.

This letter is signed with the understanding that it is a document to be used by the District only for the purpose of determining the financial resources of said Design/Build Entity available for use in performing work under such contracts, which may be awarded by the District during the term of its pre-qualification.

This General Statement of Bank Credit supersedes and replaces any General Statement of Bank Credit from the same Bank, which may have been filed with the current Design/Build Entity’s Statement of Experience and Financial Condition and will EXPIRE with the Annual Contractor’s Statement of Experience and Financial Condition for which the line of credit was issued.

_____ (Name of Bank)

_____ (Address)

By _____ (Signature of Bank Representative)

_____ (Printed name and Title)

_____ (Phone)

PLEASE NOTE: The above form is optional and may be used to augment your Working Capital or help your firm establish a rating when completed by your bank; if they prefer, one with the same provisions may be issued on the bank's own letterhead.

EXHIBIT 2

BONDS, INSURANCE, AND INDEMNITY

1. Performance and Payment Bonds

- a. Design/Build Entity shall furnish to the District, prior to the awarding of any contract, a surety bond in favor of the District in the amount of not less than one hundred percent (100%) of the amount of the Contract, to guarantee faithful performance of Contract and a payment bond, each in the form attached to the Design Build Agreement. Bond shall guarantee completion of the Contract, 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. District acknowledges that any faithful performance and payments bonds provided by Design/Build Entity shall not apply to errors or omissions in the furnishing of professional services in connection with architecture or engineering services provided by Design/Build Entity or its consultants. District hereby 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

Design/Build Entity 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 District, nor shall Design/Build Entity allow any Subcontractor to commence work on its Contract until all similar insurance required of the Subcontractor has been so obtained and approved. Design/Build Entity shall furnish the District with three (3) copies of each required certificate of insurance, as provided below. Design/Build Entity shall have the following insurance coverage:

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

Design/Build Entity 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 herein. Said insurance shall comply with the following:

- i. Workers' Compensation Insurance in compliance with the laws of the District 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, Design/Build Entity 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."

- b. Automobile and General Liability. Design/Build Entity 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 dollars (\$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 five million dollars (\$5,000,000) 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.
- c. Professional Liability Insurance. Upon execution of this contract, Design/Build Entity shall obtain professional liability insurance with limits of at least five million dollars (\$5,000,000) per claim and aggregate which shall cover claims resulting from professional errors and omissions of Design/Build Entity and any of its consultants in connection with the work provided such claims arise during the period commencing upon the preparation of the construction documents and ending five (5) years following substantial completion. Such insurance shall be in form reasonably acceptable to the District.
- d. Builders' Risk Insurance/Installation Floater. Design/Build Entity shall have until contract completion "all risk" builders' risk property insurance, jointly in the names of the District and the Design/Build Entity, 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 District and shall include coverage for machinery during testing.

Design/Build Entity is required to maintain the insurance identified under paragraph 2.d., above, for acts or omissions in any way arising out of this Contract or the work, including but not limited to the acts or omissions of Design/Build Entity, its partners, officer, directors, employees, agents, licensees, invitees, consultants, vendors, or subcontractors of any tier (collectively the "Design/Build Entity 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 Design/Build Entity parties of any law existing as of the date of this contract or hereafter enacted;
 - (iv) any negligent acts or omissions or other tortious conduct of Design/Build Entity or any of Design/Build Entity parties;
 - (v) any accident on the job site or other casualty thereon;
 - (vi) any other cause whatsoever in connection with Design/Build Entity's use of, or activities on the job site of Design/Build Entity's performance under this contract; or
 - (vii) the inaccuracy or incorrectness of any representation or warranty of Design/Build Entity to District under this contract.
- e. Subcontractor Insurance. Design/Build Entity shall cause all subcontractors engaged to perform work required of Design/Build Entity 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 Design/Build Entity for work performed under this Contract.
- f. General Requirements:
- i. All of the above insurance policies required of the Design/Build Entity shall be underwritten with admitted insurance companies, rated "A-VIII" or better by Best's Rating service or otherwise approved by the District's Risk Manager.
 - ii. Any insurance required to be carried by Design/Build Entity shall be primary to any other insurance carried by the District.
 - iii. Prior to commencing any of the work, Design/Build Entity shall provide the District 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 District, its officers, agents, employees and invitees and such other entities as the District may designate as certificate holders and/or additional insureds, 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 District 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 District, Design/Build Entity shall also provide the District with copies of only 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.

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.

Design/Build Entity'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.

3. Indemnification

- a. To the furthest extent permitted by California law, Design/Build Entity will indemnify and defend the District and its respective officers, employees, consultants, agents and invitees against all loss, expense (including, but not limited to, attorneys' and consultants' fees and costs), damage, injury, liability, cause of action or claim of any kind or character (collectively "claims" and individually a "claim"), directly or indirectly arising out of, connected with, or resulting from the performance of the Agreement or from any activity, work, or thing done, permitted, or suffered by the Design/Build Entity under or in conjunction with this Agreement, unless the claims are caused wholly by the sole negligence or willful misconduct of the indemnified parties.

These obligations of Design/Build Entity shall not be construed to negate, abridge, or otherwise reduce any right of indemnity or any other rights to which the District would otherwise be entitled. Notwithstanding the foregoing, the obligations of Design/Build Entity 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 District, which damage is treated elsewhere in this Agreement.

- b. Design/Build Entity shall cause all subcontracts to include the indemnification and hold harmless requirements set forth in this section, in forms satisfactory to the District.
- c. The District shall have the right to accept or reject any legal representation that Design/Build Entity proposes to defend the indemnified parties.

EXHIBIT 3

PERFORMANCE BOND

KNOW ALL MEN BY THESE PRESENTS, that

_____ (hereinafter "Principal") and
_____, a corporation organized and existing
under the laws of the State of _____ (hereinafter "Surety"), as
Surety, are held and firmly bound to SOLANO COMMUNITY COLLEGE DISTRICT
(hereinafter "District"), as Obligee, in the sum of _____ Dollars
(\$_____), for the payment of which sum well and truly be made, the said
Principal and Surety bind themselves, and their respective heirs, subcontractors,
contractors, successors and assigns, jointly and severally, thereby by these presents.

WHEREAS, the Design/Build Entity has entered into a Design/Build Agreement
(hereinafter "D/B Agreement"), and all of the Contract Documents attached to or forming
a part of the D/B Agreement, are hereby referred to and made a part hereof, with the
District for the design and construction of the Autotechnology Building (hereinafter called
the "Project"); and

WHEREAS, said Principal is required under the terms of the Contract to furnish a bond
for the faithful performance of the Contract.

NOW THEREFORE, THE CONDITION OF THE OBLIGATION IS SUCH, that if the
Principal shall well and truly perform all of the undertakings, covenants, terms,
conditions and agreements of the Contract Documents within the time provided therein
and any extensions thereof that may be granted by the Obligee, as applicable, and
during the life of any guaranty or warranty required under the Contract Documents and
shall also well and truly perform all of the undertakings, covenants, terms conditions and
agreements of any and all duly authorized modifications of the Contract Documents that
may hereafter be made, and shall indemnify and save harmless the Obligee of and from
any and all loss, damage, and expense, including all damages the District incurs as a
result of the Principal's failure to perform all the Work required to complete the Project
and costs and attorneys' fees, from which the said Obligee may sustain by reason of
failure to do so, then this obligation shall be null and void; otherwise it shall remain in full
force and effect.

Surety expressly agrees that the District may reject any contractor or subcontractor
proposed by Surety to fulfill its obligations in the event of default by the Principal. Surety
shall not utilize Principal in completing the Work nor shall Surety accept a Bid from
Principal for completion of the Work if the District declares the Principal to be in default

and notifies Surety of the District's objection to Principal's further participation in the completion of the Work.

As a condition precedent to the satisfactory completion of the D/B Agreement, the above obligation shall hold good for a period equal to the warranty and/or guarantee period of the D/B Agreement, during which time Surety's obligation shall continue if Principal shall fail to make full, complete, and satisfactory repair and replacements and totally protect the District from loss or damage resulting from or caused by defective materials or faulty workmanship. The obligations of Surety hereunder shall continue so long as any obligation of Principal remains. Nothing herein shall limit the District's rights, or the Principal's or Surety's obligations under the D/B Agreement, in law or equity, including, but not limited to, California Code of Civil Procedure section 337.15.

The said Surety agrees that no change, extension of time, alterations, additions, omissions or other modifications of the terms of the Contract Documents or in the work to be performed with respect to the Project, or in the specifications of plans, or by any change or modification of any terms or payment or extension of any time for any payment pertaining or relating to the Contract Documents, or by rescission or attempted rescission of the Contract Documents, or this Bond, or by any condition precedent or subsequent in this Bond attempting to limit the right of recovery of Obligee otherwise entitled to recover under this Bond, or by any fraud practiced by any person other than the Obligee seeking to recover on this Bond, shall in anyway affect its obligation on this Bond, and it does hereby waive notice of any such changes, extensions of time, alterations, additions, omissions or other modifications.

When this Bond has been furnished to comply with a statutory or other legal requirement in the location where the construction is to be performed, any provision in this Bond conflicting with said statutory or legal requirement shall be deemed deleted herefrom and provisions conforming to such statutory or other legal requirement shall be deemed incorporated herein.

IN WITNESS WHEREOF, the above bounded parties have executed this instrument under their several seals this ____ day of _____, 20____, the names and corporate seals of the corporate parties being hereto affixed and those presents duly signed by their undersigned representatives, pursuant to authority of their governing bodies.

WITNESS:

PRINCIPAL (DESIGN/BUILD ENTITY)

_____ By: _____
or secretary attest Name:

Title: _____
Address: _____

SURETY:

_____ By: _____
or secretary attest Name:

Title: _____
Address: _____

Bidder must attach a Notarial Acknowledgment for all Surety's signatures and a Power of Attorney and Certificate of Authority for Surety. The California Department of Insurance must authorize the Surety to be an admitted surety insurer.

EXHIBIT 4

PAYMENT BOND

KNOW ALL MEN BY THESE PRESENTS, THAT

WHEREAS, the SOLANO COMMUNITY COLLEGE DISTRICT (herein after called the "District") has entered into a Design/Build Agreement (hereinafter "D/B Agreement") with _____ (hereinafter "Principal"), for the design and construction of the Autotechnology Building (hereinafter called the "Project"), and all of the Contract Documents attached to or forming a part of the Contract, are hereby referred to and made a part hereof; and

WHEREAS, pursuant to law and the D/B Agreement, the Principal is required, before entering upon the performance of the work, to file a good and sufficient bond with the body by which the Contract is awarded in an amount equal to one hundred percent (100%) of the Contract price, to secure the claims to which reference is made in sections 9000 through 9510 and 9550 through 9566 of the Civil Code, and division 2, part 7, of the Labor Code.

NOW THEREFORE, we the undersigned Principal and _____ (hereinafter "Surety") are held and firmly bound unto the District in the sum of _____ Dollars (\$_____) for which payment well and truly to be made, we bind ourselves our heirs, executors and administrators, successors and assigns, jointly and severally, firmly by these presents.

THE CONDITION OF THIS OBLIGATION IS SUCH that if the Principal, or its heirs, executors, administrators, successors or assigns or subcontractors, shall fail to pay any of the persons named in California Civil Code Section 9100, or amounts due under the Unemployment Insurance Code with respect to work or labor performed by any such claimant, or any amounts required to be deducted, withheld and paid over the California Franchise Tax Board from the wages of employees of the Principal and/or its subcontractors pursuant to Section 18306 of the California Revenue and Taxation Code, with respect to such work and labor, then the Surety will pay such amounts in an amount not to exceed the sum specified in this bond. In case suit is brought upon this bond, the surety will pay all reasonable attorneys' fees to be fixed by the court, and to be taxed as costs and to be included in the judgment therein rendered.

This bond shall inure to the benefit of any of the persons named in California Civil Code Section 9100 as to give a right of action to such persons or their assigns in any suit brought upon this bond.

Notwithstanding the number of claimants on this bond or any underlying law to the contrary, the Sureties shall not be liable under this bond for an amount greater than the aggregate penal sum designated above.

The said Surety agrees that no change, extension of time, alterations, additions, omissions or other modifications of the terms of the Contract Documents, or in the work to be performed with respect to the Project, or in the specifications or plans, or by any change or modification of any terms of payment or extension of the time for any payment pertaining or relating to the Contract Documents, or by any rescission or attempted rescission of the Contract Documents, or this Bond, or by any conditions precedent or subsequent in this Bond attempting to limit the right to recovery of claimants otherwise entitled to recover under this Bond, or any fraud practiced by any person other than the claimant seeking to recover on this Bond, shall in any way affect its obligations on this Bond, and it does hereby waive notice of any such changes, extensions of time, alterations, additions, omissions or other modifications.

When this Bond had been furnished to comply with a statutory or other legal requirement in the location where the construction is to be performed, any provision in this Bond conflicting with said statutory or legal requirement shall be deemed deleted here from and provisions conforming to such statutory or other legal requirement shall be deemed incorporated herein. The intent is that this Bond shall be construed as a statutory bond and not a common law bond.

IN WITNESS WHEREOF, the above bound parties have executed this instrument under their several seals this ____ day of _____, 20 _____, the names and corporate seals of the corporate parties being hereto affixed and those presents duly signed by their undersigned representatives, pursuant to authority of their governing bodies.

WITNESS:

PRINCIPAL (DESIGN/BUILD ENTITY)

_____ By: _____
or secretary attest Name:

Title: _____
Address: _____

SURETY:

_____ By: _____
or secretary attest Name:

Title: _____
Address: _____

Principal must attach a Notarial Acknowledgment for all Surety's signatures and a Power of Attorney and Certificate of Authority for Surety. The California Department of Insurance must authorize the Surety to be an admitted surety insurer.

EXHIBIT 5

AGENDA ITEM 9.(b)
MEETING DATE December 4, 2013

**SOLANO COMMUNITY COLLEGE DISTRICT
GOVERNING BOARD AGENDA ITEM**

TO: **Members of the Governing Board**
SUBJECT: **MEASURE Q PROJECT LABOR AGREEMENT (PLA)**
REQUESTED ACTION: **APPROVAL**

SUMMARY:

A project labor agreement (PLA) is a pre-construction agreement stipulating certain terms and conditions for projects within a capital improvement program or construction program. District staff and union leadership have held a series of meetings over the past several months to negotiate the terms of the Measure Q PLA. These meetings have resulted in an agreement with the following features:

1. Applies to all projects within Measure Q that exceed \$4.5M in construction value and does not apply to maintenance and operations projects.
2. Prevents work stoppage and includes a dispute resolution process as well as a labor coordinator to manage disputes.
3. Includes "apprentice" and "helmets to hardhats" programs.
4. Includes a "local hire" clause that encourages the hiring of local labor that reflects the ethnic diversity of Solano County and the city of Winters.
5. Provides a "core employee" feature that allows General Contractors to utilize their own supervisory staff and their own qualified labor up to five employees per trade.

A copy of the PLA is attached. Approval is requested at this time.

<i>Government Code:</i>	<i>Board Policy:</i>	<i>Estimated Fiscal Impact: \$ N/A</i>
SUPERINTENDENT'S RECOMMENDATION:		<input checked="" type="checkbox"/> APPROVAL <input type="checkbox"/> DISAPPROVAL <input type="checkbox"/> NOT REQUIRED <input type="checkbox"/> TABLE

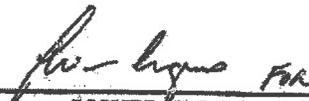
Leigh Sata
Executive Bonds Manager
PRESENTER'S NAME

360 Campus Lane, Suite 201
Fairfield, CA 94534
ADDRESS

707-863-7855
TELEPHONE NUMBER

Administration
ORGANIZATION

November 21, 2013
DATE SUBMITTED TO
SUPERINTENDENT-PRESIDENT


JOWEL C. LAGUERRE, Ph.D.
Superintendent-President

November 21, 2013
DATE APPROVED BY
SUPERINTENDENT-PRESIDENT

**SOLANO COMMUNITY COLLEGE DISTRICT
PROJECT LABOR AGREEMENT**

This Agreement is entered into this 5th day of December, 2013 by and between the Solano Community College District (hereinafter, the "District"), together with contractors and/or subcontractors, who become signatory to this Agreement by signing the "Agreement To Be Bound" (Addendum A) (all of whom are referred to herein as "Contractors/Employers"), and the Napa-Solano Building & Construction Trades Council ("Council") and its affiliated local Unions that have executed this Agreement (all of whom are referred to collectively as "Union" or "Unions").

The purpose of this Agreement is to promote efficiency of construction operations during the Solano Community College District's Measure Q and other construction project(s) ("Project") as defined herein, and to provide for peaceful settlement of labor disputes and grievances without strikes or lockouts, thereby promoting the public interest in assuring the timely and economical completion of the Project. The District and the Council may mutually agree in writing to add additional components to the Project's Scope of Work to be covered under this PLA. The District and the Labor Council seek to form a lasting relationship to Career Technical Education, especially among those underrepresented in the trades (women, minorities, and veterans).

WHEREAS, the timely and successful completion of the Project is of the utmost importance to the Solano Community College District to meet the educational needs of the District's students and to avoid increased costs resulting from delays in construction; and

WHEREAS, large numbers of workers of various skills will be required in the performance of the construction work, including those to be represented by the unions signatory to this Agreement and employed by contractors and subcontractors who are also signatory to this Agreement; and

WHEREAS, it is recognized that on a project of this magnitude with multiple bargaining units on the job site at the same time over an extended period of time, the potential for work disruption is substantial without an overriding commitment to maintain continuity of work; and

WHEREAS, the interests of the general public; the District, the Unions and the Contractor/Employer(s) would be best served if the construction work proceeded in an orderly manner without disruption because of strikes, sympathy strikes, work stoppages, picketing, lockouts, slowdowns or other interferences with work; and

WHEREAS, the Contractor/Employers and the Unions desire to mutually establish and stabilize wages, hours and working conditions for the workers employed on the Project by the Contractor/Employer(s), and further, to encourage close cooperation among the Contractor/Employer(s) and the Union(s) so that a satisfactory, continuous and harmonious relationship will exist among the Parties to this Agreement; and

WHEREAS, the Parties agree that one of the primary purposes of this Agreement is to avoid the tensions that might arise on the Project if Union and non-union workers of different employers were to work side by side on the Project thereby leading to labor disputes that could delay completion of the Project; and

WHEREAS, the Agreement is not intended to replace, interfere with, abrogate, diminish or modify existing local or national collective bargaining agreements in effect during the duration of the Project, insofar as a legally binding agreement exists between the Contractor/Employer(s) and the affected Union(s), except to the extent that the provisions of this Agreement are inconsistent with said collective bargaining agreements, in which event, the provisions of this Agreement shall prevail; and

WHEREAS, the contract for construction work on the Project will be awarded in accordance with the applicable provisions of the Public Contract Code, Education Code and other applicable California law; and

WHEREAS, funding for the construction of the Project will come from Measure Q, passed by the Solano County residents in 2012, in contrast to typical California school projects, which are funded through a balance of local and State funds; and

WHEREAS, the District has the absolute right to select the lowest responsive and responsible bidder for the award of the construction contract on the Project, or to reject all bid proposals, or to use other legal project delivery methodologies; and

WHEREAS, the District places high priority upon the development of comprehensive programs for the recruitment, training and employment of local area residents and recognizing the ability of local apprenticeship programs to provide meaningful and sustainable careers in the building and construction industry; and

WHEREAS, the Parties to this Agreement pledge their full good faith and trust to work towards a mutually satisfactory completion of the Project;

NOW, THEREFORE, IT IS AGREED BETWEEN AND AMONG THE PARTIES HERETO, AS FOLLOWS:

ARTICLE 1 DEFINITIONS

- 1.1 "Agreement" means this Project Labor Agreement.
- 1.2 "District" means the Solano Community College District, its employees, agents, and administrative staff.
- 1.3 "Contractor/Employer(s)" means any individual, firm, partnership or corporation, or combination thereof, including joint ventures, that is an independent business enterprise and enters into a contract with the District or any of its contractors or subcontractors of any tier, with respect to the construction of any part of the Project under contract terms and conditions approved by the District and which incorporate this Agreement.
- 1.4 "Construction Contract" means the public works or improvement contract(s) which will be signed by the District and which are necessary to complete the Project, as defined herein, including subcontracts at any tier.
- 1.5 "Project" is defined to include all public works or improvement project(s) or construction projects funded in whole or in part with Measure Q funding with an

estimated construction cost of \$4.5 million or more. In addition, "Project" includes Building 600 (Administration Building); Building 1200 (Theater Modernization) and Building 200 (Child Development Center). Routine maintenance of District properties (per Public Contract Code section 20656) and emergency public works projects (per Public Contract Code section 20654) are not covered by the scope of this Agreement. The District and the Council may mutually agree in writing to add additional components to the Project's Scope of Work to be covered under this PLA.

1.6 "Union" or "Unions" means the Napa-Solano Building & Construction Trades Council, AFL-CIO, ("the Council") and any affiliated labor organization signatory to this Agreement, acting in their own behalf and on behalf of their respective affiliates and member organizations whose names are subscribed hereto and who have through their officers executed this Agreement ("Signatory Unions").

1.7 "Project Manager" means the person(s) or business entity(ies) designated by the District to oversee all phases of construction on the Project and to oversee the implementation of this Agreement and who works under the guidance of the District's Authorized Representative.

1.8 "Master Agreement" or "Schedule A" means the Master Collective Bargaining Agreement of each craft Union signatory hereto, a copy of which shall be on file with the District.

1.9 "Council" means the Napa-Solano Counties Building & Construction Trades Council.

ARTICLE 2 SCOPE OF AGREEMENT

2.1 Parties: The Agreement shall apply and is limited to all Contractors/Employer(s) performing work on the Project (including subcontractors at any tier), the District the Council and the Unions signatory to this Agreement, acting on their own behalf and on behalf of their respective affiliates and member organizations whose names are subscribed hereto and who have through their officers executed this Agreement ("Signatory Unions").

2.2 Project Description: The Agreement applies to all prospective public works or improvement project(s) or construction projects funded in whole or in part with Measure Q funding using with an estimated construction cost of \$4.5 million or more. In addition, this Agreement applies to construction and/or modernization of Building 600 (Administration Building); Building 1200 (Theater Modernization) and Building 200 (Child Development Center). Routine maintenance of District properties (per Public Contract Code section 20656) and emergency public works projects (per Public Contract Code section 20654) are not covered by the scope of this Agreement. The District and the Council may mutually agree in writing to add additional components to the Project's Scope of Work to be covered under this PLA.

2.3 Covered Work: This Agreement covers, without limitation, all on-site site preparation, surveying, construction, alteration, demolition, installation, painting or repair of buildings, structures and other works, and related activities for the Project, including landscaping and temporary fencing that is within the craft jurisdiction of one of the Unions and which is directly or indirectly part of the Project, including, without limitation to the following examples, pipelines (including those in linear corridors built to serve the project), pumps, pump stations, start-up, modular furniture installation, and on-site soils and material inspection and testing to be performed to complete the Project. On-site work includes work done for the Project in temporary yards or areas adjacent to the Project, and at any on-site or off-site batch plant constructed solely to supply materials to the Project. This scope of work includes all soils and materials testing and inspection where such testing and inspection is a classification in which a prevailing wage determination has been published.

2.3.1 This Agreement shall apply to any start-up, calibration, performance testing, repair, maintenance, operational revisions to systems and/or subsystems performed after Completion unless it is performed by District employees.

2.3.2 This Agreement covers all on-site fabrication work over which the District, Contractor(s) or subcontractor(s) possess the right of control (including work done for the Project in any temporary yard or area established for the Project.). Additionally, it is agreed hereby that this Agreement covers any off-site work, including fabrication necessary for the Project defined herein, that is covered by a current Schedule A Agreement or local addenda to a National Agreement of the applicable Union(s) that is in effect as of the execution date of this Agreement.

2.3.3 It is expressly agreed and understood by the Parties that the District shall have the right to purchase material and equipment from any source and the craftspersons covered under this Agreement will handle and install such material and equipment. There shall be no limitation or restriction upon the choice of materials or upon the full use and installation of equipment, machinery, package units, factory pre-cast, prefabricated or preassembled materials, tools or other labor-saving devices other than as set forth herein. The lawful fabrication provisions of the appropriate national or local agreements shall be applicable.

2.3.4 The furnishing of supplies, equipment or materials which are stockpiled for later use shall in no case be considered subcontracting. Construction trucking work, such as the delivery of ready-mix, asphalt, aggregate, sand or other fill material which are directly incorporated into the construction process as well as the off-hauling of debris and excess fill material and/or mud, shall be covered by the terms and conditions of this Agreement, to the fullest extent provided by law and by prevailing wage determinations of the California Department of Industrial Relations. Contractor/Employer(s), including brokers, of persons providing construction trucking work shall provide certified payroll records to the District within ten (10) days of written request or as required by bid specifications.

2.3.5 Work covered under this Agreement within the craft jurisdiction of the Elevator Constructors will be performed under the terms of the National Agreement of the International Union of Elevator Constructors except that Articles IV and XIII of the Agreement shall prevail and be applied to such work. Work covered by the Agreement within the craft jurisdiction of the Boilermakers will be performed under the terms of the National Transient Lodge (NTL) Articles of Agreement except that Articles IV and XIII of the Agreement shall prevail and be applied to such work. Work covered by the Agreement within the NTL Articles of Agreement, the National Stack/Chimney Agreement, the National Cooling Tower Agreement, all instrument calibration work and loop checking shall be performed under the terms of the UA/IBEW Joint National Agreement for Instrument and Control Systems Technicians, except that Articles IV and XIII of the Agreement shall prevail and be applied to such work.

2.4 Exclusions. The following shall be excluded from the scope of this Agreement:

2.4.1 The Agreement is not intended to, and shall not affect or govern the award of public works contracts by the District which are not included in the Project.

2.4.2 The Agreement shall not apply to a Contractor/Employer's non construction craft employees, including but not limited to executives, managerial employees, engineering employees and supervisors above the level of General Foreman (except those covered by existing Master Agreements), staff engineers or other professional engineers, administrative and management.

2.4.3 This Agreement shall not apply to any work performed on or near or leading to the site of work covered by this Agreement that is undertaken by state, county, city or other governmental bodies or their contractors; or by public or private utilities or their contractors.

2.4.4 The District shall not be required to comply with this Agreement for any work performed with its own forces as permitted by the Public Contract Code and Education Code.

2.4.5 This Agreement shall not apply to off-site maintenance of leased equipment and on-site supervision of such work;

2.4.6 This Agreement shall not apply to engineering provided by professional service organizations and laboratory or specialty testing or inspection not ordinarily done by the Unions;

2.4.7 This Agreement shall not apply to routine maintenance of District properties and emergency public works projects.

2.5 Award of Contracts: It is understood and agreed that the District shall have the absolute right to select any qualified bidder for the award of contracts under this Agreement. The bidder need only be willing, ready and able to execute and comply with this Agreement.

**ARTICLE 3
EFFECT OF AGREEMENT**

3.1 By executing the Agreement, the Unions and the District agree to be bound by each and all of the provisions of the Agreement.

3.2 By accepting the award of a Construction Contract for the Project, whether as contractor or subcontractor, the Contractor/Employer agrees to be bound by each and every provision of the Agreement and agrees that it will evidence its acceptance prior to the commencement of work by executing the Letter of Assent in the form attached hereto as Addendum A.

3.3 At the time that any Contractor/Employer enters into a subcontract with any subcontractor providing for the performance of a construction contract, the Contractor/Employer(s) shall provide a copy of this Agreement, as it may from time to time be modified, to said subcontractor and shall require the subcontractor as a part of accepting an award of a construction subcontract to agree in writing to be bound by each and every provision of this Agreement prior to the commencement of work. The obligations of a Contractor/Employer may not be evaded by subcontracting.

3.4 This Agreement shall only be binding on the signatory parties hereto and shall not apply to the parents, affiliates, subsidiaries, or other ventures of any such party. Each Contractor shall alone be liable and responsible for its own individual acts and conduct and for any breach or alleged breach of this Agreement. Any dispute between the Union(s) and the Contractor(s) respecting compliance with the terms of the Agreement shall not affect the rights, liabilities, obligations and duties between the signatory Union(s) and other Contractor(s) party to this Agreement.

3.5 It is mutually agreed by the Parties that any liability by a signatory Union to this Agreement shall be several and not joint. Any alleged breach of this Agreement by a signatory Union shall not affect the rights, liabilities, obligations and duties between the signatory Contractor(s) and the other Union(s) party to this Agreement.

3.6 The provisions of this Agreement, including Schedules A's, which are the local Master Agreements of the Signatory Unions having jurisdiction over the work on the Project, shall apply to the work covered by this Agreement, notwithstanding the provisions of any other local, area and/or national agreements which may conflict with or differ from the terms of this Agreement. Where a subject covered by the provisions of this Agreement is also covered by a Schedule A, the provisions of this Agreement shall prevail. Where a subject is covered by the provisions of a Schedule A and is not covered by this Agreement, the provisions of the Schedule A shall prevail.

**ARTICLE 4
WORK STOPPAGES, STRIKES, SYMPATHY STRIKES AND LOCKOUTS**

4.1 The Unions, District and Contractor/Employers covered by the Agreement agree that for the duration of the Project:

4.1.1 There shall be no strikes, sympathy strikes, work stoppages, picketing, hand billing or otherwise advising the public that a labor dispute exists, or slowdowns of any kind, for any reason, by the Unions or employees employed on the Project, at the job site of the Project or at any other facility of District because of a dispute on the Project. Disputes arising between the Unions and Contractor/Employers on other District projects are not governed by the terms of the Agreement or this Article.

4.1.2 As to employees employed on the Project, there shall be no lockout of any kind by a Contractor/Employer covered by the Agreement.

4.1.3 If a master collective bargaining agreement between a Contractor/Employer and the Union expires before the Contractor/Employer completes the performance of the Construction Contract and the Union or Contractor/Employer gives notice of demands for a new or modified master collective bargaining agreement, the Union agrees that it will not strike on work covered under this Agreement and the Union and the Contractor/Employer agree that the expired master collective bargaining agreement shall continue in full force and effect for work covered under this Agreement until a new or modified master collective bargaining agreement is reached between the Union and Contractor/Employer. If the new or modified master collective bargaining agreement reached between the Union and Contractor/Employer provides that any terms of the master collective bargaining agreement shall be retroactive, the Contractor/Employer agrees to comply with any retroactive terms of the new or modified master collective bargaining agreement which are applicable to employees who were employed on the projects during the interim with retroactive payment due within seven (7) days of the effective date of the modified Master Agreement.

4.1.4 In the case of nonpayment of wages and trust fund contributions on the Project, the Union shall give the District or its designated agent and the Contractor/Employer(s) five (5) business days' notice when nonpayment of trust funds has occurred and 2 business days' notice when nonpayment of wages has occurred or when paychecks being tendered to a financial institution normally recognized to honor such paychecks will not honor such paycheck as a result of insufficient funds, of the intent to withhold labor from the Contractor/Employer(s)' or their subcontractor's workforce, during which time the Contractor/Employer shall have the opportunity to correct the default. In this instance, a Union's withholding of labor (but not picketing) from an Contractor/Employer who has failed to pay its fringe benefit contributions or failed to meet its weekly payroll shall not be considered a violation of this Article.

4.2 Any party to this Agreement shall institute the following procedure, prior to initiating any other action at law or equity, when a breach of this Article is alleged to have occurred:

4.2.1 A party invoking this procedure shall notify Thomas Angelo, as the permanent arbitrator, or, Robert Hirsch, as the alternate arbitrator under this procedure. In the event that the permanent arbitrator is unavailable at any time, the alternate will be contacted. If neither is available, then a selection shall be made from the list of arbitrators in Article 12. Notice to the arbitrator shall be by the most expeditious

means available, with notices by facsimile or telephone to the District and the party alleged to be in violation and to the Council and involved local Union if a Union is alleged to be in violation.

4.2.2 Upon receipt of said notice, the District will contact the designated arbitrator named above or his alternate who will attempt to convene a hearing within twenty-four (24) hours if it is contended that the violation still exists.

4.2.3 The arbitrator shall notify the parties by facsimile or telephone of the place and time for the hearing. Said hearing shall be completed in one session, which, with appropriate recesses at the arbitrator's discretion, shall not exceed twenty-four (24) hours unless otherwise agreed upon by all parties. A failure of any party to attend said hearings shall not delay the hearing of evidence or the issuance of an award by the arbitrator.

4.2.4 The sole issue at the hearing shall be whether or not a violation of Article IV, Section 4.1 of the Agreement has occurred. The arbitrator shall have no authority to consider any matter of justification, explanation or mitigation of such violation or to award damages, which issue is reserved for court proceedings, if any. The award shall be issued in writing within three (3) hours after the close of the hearing, and may be issued without a written opinion. If any party desires a written opinion, one shall be issued within fifteen (15) days, but its issuance shall not delay compliance with or enforcement of the award. The arbitrator may order cessation of the violation of this Article and other appropriate relief and such award shall be served on all parties by hand or registered mail upon issuance.

4.2.5 Such award may be enforced by any Court of competent jurisdiction upon the filing of this Agreement and all other relevant documents referred to above in the following manner. Written notice of the filing of such enforcement proceedings shall be given to the other party. In the proceeding to obtain a temporary order enforcing the arbitrator's award as issued under Section 4.2(4) of this Article, all parties waive the right to a hearing and agree that such proceedings may be ex parte. Such agreement does not waive any party's right to participate in a hearing for a final order or enforcement. The Court's order or orders enforcing the arbitrator's award shall be served on all parties by hand or delivered by certified mail.

4.2.6 Any rights created by statute or law governing arbitration proceedings inconsistent with the above procedure, or which interfere with compliance, are waived by the parties.

4.2.7 The fees and expenses of the arbitrator shall be divided equally between the party instituting the arbitration proceedings provided in this Article and the party alleged to be in breach of its obligation under this Article.

**ARTICLE 5
COORDINATOR AND MEETINGS**

5.1 The District shall designate Mike Vlaming as the Coordinator, who shall be responsible for the administration and application of this Agreement. The Coordinator shall endeavor to facilitate harmonious relations between the District, the Contractor/Employers and the Unions signatory hereto. The Coordinator shall not be responsible for the acts of the Contractor/Employers and the Unions signatory hereto, and will not be a party to any arbitration or litigation arising out of this Agreement. The District will pay for the Coordinator. If Mike Vlaming subsequently becomes unable or unwilling to continue to act as Coordinator, the District shall consult with the Council before designating another Coordinator.

5.2 A pre-construction conference shall be held prior to the commencement of work on each phase of the Project to establish the scope of work in each Contractor/Employer's contract. Such conference shall be attended by a representative each from the participating Contractor/Employer(s), including all subcontractors, Union(s) and the Coordinator. The Contractor/Employer performing the work shall have the responsibility for making work assignments pursuant to this Agreement in writing. Any craft objecting to the Contractor/Employer's proposed assignment of work shall have seven (7) working days from the date of the conference to submit written objections to the Contractor/Employer before the Contractor/Employer makes the work assignments final. Should any jurisdictional issue remain in dispute, it shall be subject to the resolution procedure set forth in Article 12. All efforts will be made to properly raise and resolve any issue that may arise out of such meeting, with a goal that such conferences will be held at least 7 days before the work commences. Pre-construction conferences for different Contractor/Employers may be held together.

5.3 There shall be a periodic meeting for the duration of the Project to discuss issues relating to the construction of the Project, including but not limited to discussion of the scheduling and productivity on work performed on the Project. The purpose of these meetings is to promote harmonious relations, ensure adequate communications and advance the efficiency of the Project. The Primary Contractor/Employers shall attend all such meetings.

**ARTICLE 6
NO DISCRIMINATION**

6.1 The Contractor/Employers and Unions agree to comply with all anti-discrimination provisions of federal, state and local law, to protect employees and applicants for employment, on the Project, including but not limited to protection against discrimination on the basis of race, color, creed, national origin, ancestry, age, sex, sexual orientation, political affiliation, membership in a labor organization, disability or Acquired Immune Deficiency Syndrome or AIDS Related Condition (AIDS/ARC).

**ARTICLE 7
UNION SECURITY**

7.1 The Contractor/Employers recognize the Union(s) as the sole bargaining representative of all craft employees working within the scope of this Agreement.

7.2 No employee covered by this Agreement is required to join any Union as a condition of being employed on the Project. However, all employees who are employed by Contractor/Employers to work on the Project will be responsible for payment of applicable monthly working dues and any associated fees uniformly required for union membership in the local Union that is a signatory to this Agreement, and shall, on or before 8 days of consecutive or cumulative employment on the Project, tender such dues and fees to the applicable Union.

7.3 Authorized representatives of the Unions shall have access to the Projects whenever work covered by this Agreement is being, has been, or will be performed on the Project.

**ARTICLE 8
REFERRAL**

8.1. Contractor/Employers performing construction work on the Project described in the Agreement shall, in filling craft job requirements, utilize and be bound by the registration facilities and referral systems established or authorized by the Unions signatory hereto when such procedures are not in violation of Federal law. The Contractor/Employer(s) shall have the right to reject any applicant referred by the Union(s), in accordance with the applicable Master Agreement.

8.2. The Union(s) shall be the sole source of all craft labor employed on the Project. However, in the event that a Contractor(s) has its own core workforce, the Contractor/Employer may request by name, and the Union shall honor, referral of persons who have applied to the local Union for Project work and who demonstrate the following qualifications ("Core Employees"):

- a. possess any license and/or certifications required by state or federal law for the Project work to be performed;
- b. have worked a total of at least two thousand (2000) hours in the construction craft during the prior two (2) years;
- c. were on the Contractor/Employer's active payroll for at least the sixty (60) consecutive calendar business days prior to the contract award;
- d. have the ability to perform safely the basic functions of the applicable trade; and
- e. live in Solano County or the city of Winters.

8.3. The Union will refer to such Contractor/Employer two journeyman employees from the hiring hall out-of-work list for the affected trade or craft, and will then refer one of such Contractor/Employer's Core Employees as a journeyman and shall repeat the process, one and one, until such Contractor/Employer's crew requirements are met or until Contractor/Employer has hired five (5) Core Employees, whichever occurs first. Thereafter, all additional employees in the affected trade or craft shall be hired exclusively from the hiring hall out-of-work list(s). For the duration of the Contractor/Employer's work the ratio shall be maintained and when the Contractor/Employer's workforce is reduced, employees shall be reduced in reverse order and in the same ratio of core employees to hiring hall referrals as was applied in the initial hiring. Contractor/Employer's signatory to a Local, Regional, and/or National collective bargaining agreements with Union(s) signatory hereto shall be bound to use the hiring hall provisions contained in the Master Collective Bargaining Agreement of the affected Union(s), and nothing in the referral provisions of this Agreement shall be construed to supersede the local hiring hall provisions of the Master Agreement(s) as they relate to such contractors.

8.4. The Contractor(s) shall have the unqualified right to select and hire directly all supervisors above the level of general foreman it considers necessary and desirable, without such persons being referred by the Union(s).

8.5. In the event that referral facilities maintained by the Union(s) are unable to fill the requisition of a Contractor/Employer for employees within a forty-eight (48) hour period (Saturdays, Sundays and Holidays excluded) after such requisition is made by the Contractor/Employer(s), the Contractor/Employer(s) shall be free to obtain workers from any source. A Contractor who hires any personnel to perform covered work on the Project pursuant to this Section shall immediately provide the appropriate Union with the name and address of such employee(s) and shall immediately refer such employee(s) to the appropriate Union to satisfy the requirements of Article VII of this Agreement.

8.6. Unions will exert their utmost efforts to recruit sufficient numbers of skilled craft persons to fulfill the requirements of the Contractor/Employer(s). Recognizing the potential acute shortage of skilled craftspeople, the Unions shall consider a Contractor's request to transfer key employees to work on this Project in a manner consistent with the Union's referral procedures.

ARTICLE 9 BENEFITS

9.1 All Contractor/Employers agree to pay contributions to the established vacation, pension and other form of deferred compensation plan, apprenticeship, and health benefit funds established by the applicable Master Agreement for each hour worked on the Project in the amounts designated in the Master Agreements or Prevailing Wage Determination, whichever is greater, of the appropriate local unions. The Contractor/Employers shall not be required to pay contributions to any other trust funds that are not contained in the published prevailing wage determination to satisfy their obligation under this Article, except that those Contractor/Employers who are signatory

to the Master Agreements with the respective trades shall continue to pay all trust fund contributions as outlined in such Master Agreements.

9.2 By signing this Agreement, the Contractor/Employers adopt and agree to be bound by the written terms of the legally established Trust Agreements, as described in section 9.1, specifying the detailed basis on which payments are to be made into, and benefits paid out of, such Trust Funds.

9.3 Wages, Hours, Terms and Conditions of Employment: The wages, hours and other terms and conditions of employment on the Project shall be governed by the Master Agreement or Prevailing Wage Determination, whichever is greater, of the respective crafts, copies of which shall be on file with the District to the extent such Master Agreement is not inconsistent with this Agreement.

9.4 Holidays: Holidays shall be established as set forth in the applicable Schedule A.

ARTICLE 10 EMPLOYEE GRIEVANCE PROCEDURE

10.1 All disputes involving discipline and/or discharge of employees working on the Project shall be resolved through the grievance and arbitration provision contained in the Master Agreement for the craft of the affected employee. No employee working on the Project shall be disciplined or dismissed without just cause.

ARTICLE 11 COMPLIANCE

11.1 It shall be the responsibility of the Contractor/Employer(s) and Unions to investigate and monitor compliance with the provisions of the Agreement contained in Article 9. Nothing in this Agreement shall be construed to interfere with or supersede the usual and customary legal remedies available to the Unions and/or employee benefit Trust Funds to collect delinquent Trust Fund contributions from Contractor/Employer(s) on the Project. The District shall monitor and enforce compliance with the prevailing wage requirements of the state, and the Contractors/Employers' compliance with this Agreement.

ARTICLE 12 GRIEVANCE ARBITRATION PROCEDURE

12.1 Project Labor Disputes: All Project labor disputes involving the application or interpretation of the Master Collective Bargaining Agreement to which a signatory Contractor/Employer and a signatory Union are parties shall be resolved pursuant to the resolution procedures of the Master Collective Bargaining Agreement. All disputes relating to the interpretation or application of the Agreement shall be subject to resolution by the Grievance arbitration procedures set forth herein.

12.2 No grievance shall be recognized unless the grieving party (Local Union or District Council, on its own behalf, or on behalf of an employee whom it represents, or a Contractor/Employer on its own behalf) provides notice in writing to the signatory party with whom it has a dispute within five (5) days after becoming aware of the dispute but in no event more than thirty (30) days after it reasonably should have become aware of the event giving rise to the dispute. The time limits in Section 12.1 may be extended by mutual written agreement of the parties.

12.3 Grievances shall be settled according to the following procedures:

Step 1: Within five (5) business days after the receipt of the written notice of the grievance, the Business Representative of the involved Local Union or District Council, or his/her designee, or the representative of the employee, and the representative of the involved Contractor/Employer shall confer and attempt to resolve the grievance.

Step 2: In the event that the representatives are unable to resolve the dispute within the five (5) business days after the meeting to resolve the dispute in Step 1, the International Union Representative and the Contractor/Employer involved shall meet within seven (7) working days of the referral of the dispute to this second step to arrive at a satisfactory settlement thereof. Meeting minutes shall be kept by the Contractor. In the event that these representatives are unable to resolve the dispute, either involved party may submit the grievance in writing within five (5) business days to the Business Manager(s) of the affect Union(s) involved, the Manager of Labor Relations of the Contractor/Employer involved or the Manager's designated representative, and the Project Manager for discussion and resolution.

Step 3: If the grievance is not settled in Step 2, either party may request the dispute be submitted to arbitration or the time may be extended by mutual consent of both parties. Within five (5) business days after referral of a dispute to Step 3, the representatives shall choose a mutually agreed upon arbitrator for final and binding arbitration. The parties agree that if the permanent arbitrator or his alternate is not available, an arbitrator shall be selected by the alternate striking method from the list of five (5) below. The order of striking names from the list of arbitrators shall be determined by a coin toss, the winner of which shall decide whether they wish to strike first or second.

1. William Riker
2. Barry Winogard
3. Thomas Angelo
4. Robert Hirsch
5. Jeri-Lou Cossack

12.4 The decision of the Arbitrator shall be binding on all parties. The Arbitrator shall have no authority to change, amend, add to or detract from any of the

provisions of the Agreement. The expense of the Arbitrator shall be borne equally by both parties. The Arbitrator shall arrange for a hearing on the earliest available date from the date of his/her selection. A decision shall be given to the parties within five (5) calendar days after completion of the hearing unless such time is extended by mutual agreement. A written opinion may be requested by a party from the presiding arbitrator.

12.5 The time limits specified in any step of the Grievance Procedure set forth in Section 12.2 may be extended by mutual agreement of the parties initiated by the written request of one party to the other, at the appropriate step of the Grievance Procedure. However, failure to process a grievance, or failure to respond in writing within the time limits provided above, without an agreed upon extension of time, shall be deemed a waiver of such grievance without prejudice, or without precedent to the processing of and/or resolution of like or similar grievances or disputes.

12.6 In order to encourage the resolution of disputes and grievances at Steps 1 and 2 of this Grievance Procedure, the parties agree that such settlements shall not be precedent setting.

ARTICLE 13 WORK ASSIGNMENTS AND JURISDICTIONAL DISPUTES

13.1 The assignment of Covered Work will be solely the responsibility of the Employer performing the work involved; and such work assignments will be in accordance with the Plan for the Settlement of the Jurisdictional Disputes in the Construction Industry (the "Plan") or any successor Plan.

13.2 All jurisdictional disputes on this Project between or among the building and construction trades Unions and the Employers parties to this Agreement, shall be settled and adjusted according to the present Plan established by the Building and Construction Trades Department or any other plan or method of procedure that may be adopted in the future by the Building and Construction Trades Department. Decisions rendered shall be final, binding and conclusive on the Employers and Unions parties to this Agreement.

13.3 For the convenience of the parties, and in recognition of the expense of travel between Northern California and Washington, DC, at the request of any party to a jurisdictional dispute under this Agreement an Arbitrator shall be chosen by the procedures specified in Article V, Section 5, of the Plan from a list composed of John Kagel, Thomas Angelo, Robert Hirsch, and Thomas Pagan, and the Arbitrator's hearing on the dispute shall be held at the offices of the Napa-Solano Building & Construction Trades Council. All other procedures shall be as specified in the Plan.

13.4 All jurisdictional disputes shall be resolved without the occurrence of any strike, work stoppage, or slow-down of any nature, and the Employer's assignment shall be adhered to until the dispute is resolved. Individual employees violating this section shall be subject to immediate discharge. Each Employer will conduct a pre-job conference with the Council prior to commencing work. The Project Manager and the

District will be advised in advance of all such conferences. The Primary Contractor shall attend all such meetings and the District and may participate if it wishes. Pre-job conferences for different Employers may be held together.

ARTICLE 14 APPRENTICES

14.1 Recognizing the need to develop adequate numbers of competent workers in the construction industry, the Contractor/Employer(s) shall employ apprentices from California State-approved Joint Apprenticeship Programs in the respective crafts to perform such work as is within their capabilities and which is customarily performed by the craft in which they are indentured.

14.2 The apprentice ratios will be in compliance with the applicable provisions of the California Labor Code and Prevailing Wage Rate Determination.

14.3 There shall be no restrictions on the utilization of apprentices in performing the work of their craft provided they are properly supervised, except as provided by law and the provisions herein.

14.4 The Parties recognize the importance to the Solano Community College District Board of Trustees of providing Solano Community College students and graduates with the opportunity to participate both in the Unions' Apprenticeship Programs and the opportunity to work on the Project(s) under this Agreement. To the extent permitted by law and the hiring hall provisions of the applicable local Union and the rules and bylaws of the applicable joint apprenticeship program and in compliance with the Program's Standards approved by the State of California, Division of Apprenticeship Standards:

14.4.1 The Union apprenticeship programs will provide for direct entry of qualified graduates of local and approved pre-apprenticeship programs upon request from a signatory Contractor/Employer seeking to fulfill local hiring goals specified under this Agreement. The pre-apprentice programs covered under this provision include but are not limited to the pre-apprenticeship bridge programs that will be developed at Solano Community College in partnership with local trades, per Addendum B.

14.4.2 Each Contractor/Subcontractor performing work covered by this Agreement shall employ on the Project, if available, at least one eligible Solano Community College student or graduate who is enrolled and participating in a Joint Apprenticeship Program approved by the State of California, Division of Apprenticeship Standards, for any craft for which such program exists, when the Contractor/Employer has the minimum number of employees as is established by the Department of Apprenticeship Standards regulations for the employment of apprentices. A properly indentured apprentice must be employed under the regulations of the craft or trade at which s/he is indentured and shall be employed only for work of the craft or trade in which s/he is registered. If an apprentice is

not available for referral to a Contractor/Employer when such Contractor/Employer is required to employ an apprentice pursuant to this subsection, the Contractor/Employer shall maintain an open request for such referral, should an opening occur at a later date, as long as its obligations to employ the apprentice exists.

ARTICLE 15 LOCAL HIRE

The Parties to this Agreement support the development of increased numbers of skilled construction workers from graduates of District schools and residents of Solano County and the City of Winters to meet the needs of District Projects and the requirements of the industry generally. Toward that end, the Unions agree to encourage the referral and utilization, to the extent permitted by law and the hiring hall procedures, of qualified graduates of District schools, Solano County residents, and residents of the City of Winters as journeymen and apprentices to covered Projects and entrance into such apprenticeship and training programs as may be operated by the Unions. In addition, all efforts will be made for the workforce to represent the ethnic make up of Solano County and the City of Winters.

ARTICLE 16 MANAGEMENT RIGHTS

16.1 The Contractor/Employer(s) shall retain full and exclusive authority for the management of their operations, including the right to direct their work force in their sole discretion. No rules, customs or practices shall be permitted or observed which limit or restrict production, or limit or restrict the working efforts of employees except that lawful manning provisions in the Master Agreement shall be recognized.

ARTICLE 17 HELMETS TO HARDHATS

17.1 The Contractor/Employers and the Unions recognize a desire to facilitate the entry into the building and construction trades of veterans who are interested in careers in the building and construction industry. The Contractor/Employers and Unions agree to utilize the services of the Center for Military Recruitment, Assessment and Veterans Employment (hereinafter "Center") and the Center's "Helmets to Hardhats" program to serve as a resource for preliminary orientation, assessment of construction aptitude, referral to apprenticeship programs or hiring halls, counseling and mentoring, support network, employment opportunities and other needs as identified by the parties.

17.2 The Unions and Contractor/Employers agree to coordinate with the Center to create and maintain an integrated database of veterans interested in working on the Project and of apprenticeship and employment opportunities for this Project. To the extent permitted by law, the Unions will give credit to such veterans for bona fide, provable past experience.

ARTICLE 18
DRUG & ALCOHOL TESTING

18.1 The use, sale, transfer, purchase and/or possession of a controlled substance, alcohol and/or firearms at any time during the work day is prohibited.

18.2 Drug and alcohol testing shall be conducted in accordance with the Substance Abuse Prevention Policies set forth in each applicable Schedule A.

ARTICLE 19
SAVINGS CLAUSE

19.1 The Parties agree that in the event any article, provision, clause, sentence or word of the Agreement is determined to be illegal or void as being in contravention of any applicable law, by a court of competent jurisdiction, the remainder of the Agreement shall remain in full force and effect. The Parties further agree that if any article, provision, clause, sentence or word of the Agreement is determined to be illegal or void, by a court of competent jurisdiction, the Parties shall substitute, by mutual agreement, in its place and stead, an article, provision, clause, sentence or word which will meet the objections to its validity and which will be in accordance with the intent and purpose of the article, provision, clause, sentence or word in question.

19.2 The Parties also agree that in the event that a decision of a court of competent jurisdiction materially alters the terms of the Agreement such that the intent of the parties is defeated, then the entire Agreement shall be null and void.

19.3 If a court of competent jurisdiction determines that all or part of the Agreement is invalid and/or enjoins the District from complying with all or part of its provisions and the District accordingly determines that the Agreement will not be required as part of an award to a Contractor/Employer, the Unions will no longer be bound by the provisions of Article 4.

ARTICLE 20
TERM

20.1 The Agreement shall be included in the Bid Documents as a condition of the award of all construction contracts for the Project.

20.2 The Agreement shall continue in full force and effective until the completion of the Project.

ARTICLE 21
MISCELLANEOUS PROVISIONS

21.1 Counterparts: This Agreement may be executed in counterparts, such that original signatures may appear on separate pages, and when bound together all necessary signatures shall constitute an original. Facsimile and electronic signature pages

transmitted to other parties to this Agreement shall be deemed equivalent to an original signature.

21.2 Warranty of Authority: Each of the persons signing this Agreement represents and warrants that such person has been duly authorized to sign this Agreement on behalf of the party indicated, and each of the parties by signing this Agreement warrants and represents that such party is legally authorized and entitled to enter into this Agreement.

21.3 Ratification by Governing Board: This Agreement shall not be binding on the District until it is approved by the Governing Board of the Solano Community College District.

SOLANO COMMUNITY COLLEGE DISTRICT

By: _____

Date: _____

NAPA-SOLANO BUILDING & CONSTRUCTION
TRADES COUNCIL

By: _____
Ben Espinoza, President

Date: _____

SIGNATURE BLOCKS FOR UNIONS

Asbestos Workers Local #16

**Bricklayers & Allied Trades Crafts
Local #3**

By: _____

By: _____

Boilermakers Local #549

**Carpenters 46 Northern California
Counties Conference Board**

By: _____

By: _____

District Council of Cement Masons and Plasterers Local #400

By: _____

District Council of Cement Masons and Plasterers Local #300

By: _____

District Council #16 Int'l Union of Painters and Allied Trades

By: _____

Electrical Workers Local #180

By: _____

Iron Workers Local #378

By: _____

Northern California District Council of Laborers

By: _____

Operating Engineers Local #3

By: _____

Plumbers & Steamfitters Local #343

By: _____

Roofers & Waterproofers Local #81

By: _____

Sheetmetal Workers Local #104

By: _____

Sprinklerfitters Local #483

By: _____

Utility/Landscape Local #355

By: _____

ADDENDUM B:

**MEMORANDUM OF UNDERSTANDING
SOLANO COMMUNITY COLLEGE DISTRICT MEASURE Q
PROJECT LABOR AGREEMENT**

The parties to this Agreement agree to establish a committee to develop a Construction Career Pathway Partnership ("Partnership") to identify educational and employment opportunities for District students in the construction industry and to actively and regularly engage in exploring the possibility of long-term collaboration on implementing partnership opportunities for apprenticeship training. The committee shall include representatives of the District, Unions and Contractors signatory to this Agreement. Further, as part of this Partnership, the parties agree to mutually support and participate in a one day "Construction Awareness Day" event on each Project covered under this Agreement at a time in which there is active construction on the Project with the purpose of increasing the awareness for students and residents of the District regarding potential careers in the construction industry. Craft workers will be compensated for the time necessary to sufficiently clean the work site to accommodate each one-day event. Those craft workers involved in the skill demonstrations during each one-day event will participate on a voluntary basis.

SOLANO COMMUNITY COLLEGE
DISTRICT

NAPA-SOLANO BUILDING &
CONSTRUCTION TRADES COUNCIL

Ben Espinoza, President

Date

Date

SOLANO COMMUNITY COLLEGE DISTRICT

PURCHASING – AUTHORITY TO PURCHASE

3220

POLICY: The Superintendent/President or his/her designee is delegated the authority to purchase supplies, materials, apparatus, equipment and services as necessary to the efficient operation of the District. No such purchase shall exceed the amounts specified by Section 20651 of the California Public Contract Code as amended from time to time. All such transactions shall be reviewed by the Governing Board within sixty (60) days.

**REFERENCES/
AUTHORITY:**

Education Code Section 81656
Public Contracts Code Section 20650

JEH/jka

BP 3220

ADOPTED: November 1, 1971
REVISED: January 21, 1987; October 18, 2006
REVIEWED: 2008 – No Updates

PART B RELEVANT EXPERIENCE

CONTENTS

10. RELEVANT EXPERIENCE OF THE DESIGN BUILD TEAM
11. RELEVANT EXPERIENCE / TRAINING OF KEY PERSONNEL
12. APPRENTICESHIP PROGRAM
13. SAFETY RECORD
14. LOCAL HIRING PROGRAM EXPERIENCE
15. EXPERIENCE OF WORK COMPLETED WITH DESIGN/BUILD DELIVERY AND/OR TEAMING APPROACH
16. TERMINATION/FAILURE TO COMPLETE/ VIOLATIONS;
CLAIMS, ARBITRATION AND LITIGATION

10. RELEVANT EXPERIENCE OF THE DESIGN BUILD TEAM

Each of the team participants shall submit examples of relevant projects as described in Part B of the Pre-qualification Questionnaire for the specific criteria required. Submit examples from the General Contractor, Architect of Record, Structural, Mechanical, and Electrical Engineers, Lab Consultant and others as appropriate. Information shall be submitted in the following format, or clearly and concisely presented equivalent, and will identify the relevance of each project identified as applicable to the District's Autotechnology Building Project.

A. GENERAL CONTRACTOR:

Name of General Contractor: _____

Submit examples of **Relevant Projects** completed within the last ten (10) years or under current contract. **Relevant projects include:** Community Colleges, Schools, New Construction, Urban sites, and projects in California. **Clearly identify the relevance of each project.**

- List five (5) projects with a construction cost each in excess of \$15 million dollars (at least two must be for Public Agencies).
- List three (3) projects using a form of the Design/Build delivery method. (“Teaming” delivery methods, such as Design/Assist or CM-at-risk will be considered, however Design/Build projects are preferred).

Include the following information for each project. Photos and other graphic materials may be included (*Attach additional sheets as required*):

Project Team Members: _____

Project Name, Location, Description, and Relevance: _____

Owner: _____ Representative: _____ Telephone: _____
 Architect: _____ Electrical Engineer: _____
 Structural Engineer: _____ Construction Manager: _____
 Mechanical Engineer: _____ Other Consultants: _____
 Project Inspector: _____

Project Type: _____ Gross Square Footage: _____
 Scheduled Completion Date: _____ Actual Completion Date: _____
 Explain Difference, if any: _____
 Original Contract Amount: _____ Final Contract Amount: _____
 Explain Difference, if any: _____

Delivery Method: Design Build Design/Bid/Build Other: _____
 California Division of the State Architect (DSA) Review Yes No
 DSA Office: _____
 Describe Design Build or Relevant Delivery Method: _____

B. ARCHITECT:

Name of Architect: _____

Submit examples of **Relevant Projects** completed, as Architect of Record, within the last ten (10) years or under current contract. **Relevant projects include:** Community Colleges, Schools, projects in California, projects in similar Seismic Zones, and projects for Public Agencies. **Clearly identify the relevance of each project.**

- List five (5) projects with a construction cost each in excess of \$15 million dollars (at least two must be in California).
- List three (3) projects using a form of the Design/Build delivery method. (“Teaming” delivery methods, such as Design/Assist or CM-at-risk will be considered, however Design/Build projects are preferred).
- List two (2) projects that required approval by the California Division of the State Architect (DSA).

Include the following information for each project. Photos and other graphic materials may be included (*Attach additional sheets as required*):

Project Team Members: _____

Project Name, Location, Description, and Relevance: _____

Owner: _____ Representative: _____ Telephone: _____
 Contractor: _____ Electrical Engineer: _____
 Structural Engineer: _____ Construction Manager: _____
 Mechanical Engineer: _____ Other Consultants: _____
 Project Inspector: _____

Project Type: _____ Gross Square Footage: _____
 Scheduled Completion Date: _____ Actual Completion Date: _____
 Explain Difference, if any: _____
 Original Contract Amount: _____ Final Contract Amount: _____
 Explain Difference, if any: _____

Delivery Method: [] Design Build [] Design/Bid/Build Other: _____
 California Division of the State Architect (DSA) Review [] Yes [] No
 DSA Office: _____
 Describe Design Build or Relevant Delivery Method: _____

C. STRUCTURAL ENGINEER:

Name of Structural Engineer: _____

Submit examples of **Relevant Projects** completed within the last ten (10) years or under current contract. **Relevant projects include:** Community Colleges, Schools, projects in California, projects in similar Seismic Zones, and projects for Public Agencies. **Clearly identify the relevance of each project.**

- List three (3) projects with a construction cost each in excess of \$15 million dollars (at least two must be in California).
- List three (3) projects using a form of the Design/Build delivery method. (“Teaming” delivery methods, such as Design/Assist or CM-at-risk will be considered, however Design/Build projects are preferred).
- List two (2) projects that required approval by the California Division of the State Architect (DSA).

Include the following information for each project. Photos and other graphic materials may be included (*Attach additional sheets as required*):

Project Team Members: _____

Project Name, Location, Description, and Relevance: _____

Owner: _____ Representative: _____ Telephone: _____
 Contractor: _____ Electrical Engineer: _____
 Architect: _____ Construction Manager: _____
 Mechanical Engineer: _____ Other Consultants: _____
 Project Inspector: _____

Project Type: _____ Gross Square Footage: _____
 Scheduled Completion Date: _____ Actual Completion Date: _____
 Explain Difference, if any: _____
 Original Contract Amount: _____ Final Contract Amount: _____
 Explain Difference, if any: _____

Delivery Method: [] Design Build [] Design/Bid/Build Other: _____
 California Division of the State Architect (DSA) Review [] Yes [] No
 DSA Office: _____
 Describe Design Build or Relevant Delivery Method: _____

D. MECHANICAL ENGINEER:

Name of Mechanical Engineer: _____

Submit examples of **Relevant Projects** completed within the last ten (10) years or under current contract. **Relevant projects include:** Community Colleges, Schools, projects in California, projects in similar Seismic Zones, and projects for Public Agencies. **Clearly identify the relevance of each project.**

- List three (3) projects with a construction cost each in excess of \$15 million dollars (at least two must be in California).
- List three (3) projects using a form of the Design/Build delivery method. (“Teaming” delivery methods, such as Design/Assist or CM-at-risk will be considered, however Design/Build projects are preferred).

Include the following information for each project. Photos and other graphic materials may be included (*Attach additional sheets as required*):

Project Team Members: _____

Project Name, Location, Description, and Relevance: _____

Owner: _____ Representative: _____ Telephone: _____
 Architect: _____ Electrical Engineer: _____
 Structural Engineer: _____ Construction Manager: _____
 Mechanical Engineer: _____ Other Consultants: _____
 Project Inspector: _____

Project Type: _____ Gross Square Footage: _____

Scheduled Completion Date: _____ Actual Completion Date: _____

Explain Difference, if any: _____

Original Contract Amount: _____ Final Contract Amount: _____

Explain Difference, if any: _____

Delivery Method: Design Build Design/Bid/Build Other: _____

California Division of the State Architect (DSA) Review Yes No

DSA Office: _____

Describe Design Build or Relevant Delivery Method: _____

E. ELECTRICAL ENGINEER:

Name of Electrical Engineer: _____

Submit examples of **Relevant Projects** completed within the last ten (10) years or under current contract. **Relevant projects include:** Community Colleges, Schools, projects in California, projects in similar Seismic Zones, and projects for Public Agencies. **Clearly identify the relevance of each project.**

- List three (3) projects with a construction cost each in excess of \$15 million dollars (at least one must be in California).
- List three (3) projects using a form of the Design/Build delivery method. (“Teaming” delivery methods, such as Design/Assist or CM-at-risk will be considered, however Design/Build projects are preferred).

Include the following information for each project. Photos and other graphic materials may be included (*Attach additional sheets as required*):

Project Team Members: _____

Project Name, Location, Description, and Relevance: _____

Owner: _____ Representative: _____ Telephone: _____
 Architect: _____ Electrical Engineer: _____
 Structural Engineer: _____ Construction Manager: _____
 Mechanical Engineer: _____ Other Consultants: _____
 Project Inspector: _____

Project Type: _____ Gross Square Footage: _____

Scheduled Completion Date: _____ Actual Completion Date: _____

Explain Difference, if any: _____

Original Contract Amount: _____ Final Contract Amount: _____

Explain Difference, if any: _____

Delivery Method: Design Build Design/Bid/Build Other: _____

California Division of the State Architect (DSA) Review Yes No

DSA Office: _____

Describe Design Build or Relevant Delivery Method: _____

F. CIVIL ENGINEER:

Name of Civil Engineer: _____

Submit examples of **Relevant Projects** completed within the last ten (10) years or under current contract. **Relevant projects include:** Community Colleges, Schools, projects in California, projects in similar Seismic Zones, and projects for Public Agencies. **Clearly identify the relevance of each project.**

- List three (3) projects with a construction cost each in excess of \$15 million dollars (at least one must be in California).
- List three (3) projects using a form of the Design/Build delivery method. (“Teaming” delivery methods, such as Design/Assist or CM-at-risk will be considered, however Design/Build projects are preferred).

Include the following information for each project. Photos and other graphic materials may be included (*Attach additional sheets as required*):

Project Team Members: _____

Project Name, Location, Description, and Relevance: _____

Owner: _____ Representative: _____ Telephone: _____
 Architect: _____ Electrical Engineer: _____
 Structural Engineer: _____ Construction Manager: _____
 Mechanical Engineer: _____ Other Consultants: _____
 Project Inspector: _____

Project Type: _____ Gross Square Footage: _____

Scheduled Completion Date: _____ Actual Completion Date: _____

Explain Difference, if any: _____

Original Contract Amount: _____ Final Contract Amount: _____

Explain Difference, if any: _____

Delivery Method: Design Build Design/Bid/Build Other: _____

California Division of the State Architect (DSA) Review Yes No

DSA Office: _____

Describe Design Build or Relevant Delivery Method: _____

G. OTHER FIRMS ON THE DESIGN/BUILD ENTITY'S TEAM

Name of Consultant and Discipline: Lab Consultant

Submit examples of relevant projects completed within the last ten (10) years or under current contract. **Relevant projects include:** Community Colleges, Schools, projects in California, projects in similar Seismic Zones, and projects for Public Agencies. **Clearly identify the relevance of each project.**

- List three (3) projects with a construction cost each in excess of \$15 million dollars (at least two must be in California).
- List three (3) projects using a form of the Design/Build delivery method. (“Teaming” delivery methods, such as Design/Assist or CM-at-risk will be considered, however Design/Build projects are preferred).

Include the following information for each project. Photos and other graphic materials may be included (*Attach additional sheets as required*):

Project Team Members: _____

Project Name, Location, Description, and Relevance: _____

Owner: _____ Representative: _____ Telephone: _____
 Architect: _____ Electrical Engineer: _____
 Structural Engineer: _____ Construction Manager: _____
 Mechanical Engineer: _____ Other Consultants: _____
 Project Inspector: _____

Project Type: _____ Gross Square Footage: _____
 Scheduled Completion Date: _____ Actual Completion Date: _____
 Explain Difference, if any: _____
 Original Contract Amount: _____ Final Contract Amount: _____
 Explain Difference, if any: _____

Delivery Method: [] Design Build [] Design/Bid/Build Other: _____
 California Division of the State Architect (DSA) Review [] Yes [] No
 DSA Office: _____
 Describe Design Build or Relevant Delivery Method: _____

11. RELEVANT EXPERIENCE / TRAINING OF KEY PERSONNEL

Present the proposed key personnel for the Design Build team that would **be assigned to or be responsible for work on this project.**

1. Attach a proposed organization chart for your design and construction operations.
2. Describe your team's interface with your primary office and other members of the Design Build team during design and construction.
3. Provide information for your key project team personnel including project assignments and responsibilities. Provide this information for key personnel from the General Contractor, Architect, Structural, Mechanical, Electrical, Civil Engineer, and other consultants. Key personnel shall include project managers, general superintendents, project architects and engineers, and others responsible for the completion of the design and construction of the project. Information shall be submitted in the following format, or clearly and concisely presented equivalent.

A. GENERAL CONTRACTOR:

1. PROJECT MANAGER

Name: _____

Project Assignments/Responsibilities: _____

Years with this firm: _____ Years with other firms: _____

Education: _____

Active Registration and/or Credentials as applicable: _____

Positions/responsibilities on previous **relevant projects** (list project size, scope and building type): _____

Design/Build experience: _____

Design/Assist or Teaming experience: _____

Other experience, training, education, and qualifications relevant to the proposed project: _____

Experience with Public agency projects (preferably in California): _____

Experience with Community Colleges or other school projects and/or features: _____

Experience with California Division of the State Architect: _____

[ATTACH ADDITIONAL SHEETS AS REQUIRED]

A. GENERAL CONTRACTOR:

1. SUPERINTENDENT

Name: _____

Project Assignments/Responsibilities: _____

Years with this firm: _____ Years with other firms: _____

Education: _____

Active Registration and/or Credentials as applicable: _____

Positions/responsibilities on previous **relevant projects** (list project size, scope and building type): _____

Design/Build experience: _____

Design/Assist or Teaming experience: _____

Other experience, training, education, and qualifications relevant to the proposed project: _____

Experience with Public agency projects (preferably in California): _____

Experience with Community Colleges or other school projects and/or features: _____

Experience with California Division of the State Architect:

Sustainable Design Experience (preferably LEED) _____

[ATTACH ADDITIONAL SHEETS AS REQUIRED]

B. ARCHITECT (PROJECT ARCHITECT):

Name: _____

Project Assignments/Responsibilities: _____

Years with this firm: _____ Years with other firms: _____

Education: _____

Active Registration and/or Credentials as applicable: _____

Positions/responsibilities on previous **relevant projects** (list project size, scope and building type): _____

Design/Build experience: _____

Design/Assist or Teaming experience: _____

Other experience, training, education, and qualifications relevant to the proposed project: _____

Experience with Public agency projects (preferably in California): _____

Experience with Community colleges or other school projects and/or features: _____

Experience with California Division of the State Architect:

Sustainable Design Experience (preferably LEED)

[ATTACH ADDITIONAL SHEETS AS REQUIRED]

C. STRUCTURAL ENGINEER (ENGINEER OF RECORD):

Name: _____

Project Assignments/Responsibilities: _____

Years with this firm: _____ Years with other firms: _____

Education: _____

Active Registration and/or Credentials as applicable: _____

Positions/responsibilities on previous **relevant projects** (list project size, scope and building type): _____

Design/Build experience: _____

Design/Assist or Teaming experience: _____

Other experience, training, education, and qualifications relevant to the proposed project: _____

Experience with Public agency projects (preferably in California): _____

Experience with Community Colleges or other school projects and/or features: _____

Experience with California Division of the State Architect: _____

[ATTACH ADDITIONAL SHEETS AS REQUIRED]

D. MECHANICAL ENGINEER (ENGINEER OF RECORD):

Name: _____

Project Assignments/Responsibilities: _____

Years with this firm: _____ Years with other firms: _____

Education: _____

Active Registration and/or Credentials as applicable: _____

Positions/responsibilities on previous **relevant projects** (list project size, scope and building type): _____

Design/Build experience: _____

Design/Assist or Teaming experience: _____

Other experience, training, education, and qualifications relevant to the proposed project: _____

Experience with Public agency projects (preferably in California): _____

Experience with Community Colleges or other school projects and/or features: _____

Experience with California Division of the State Architect: _____

Sustainable design experience (preferably LEED)

[ATTACH ADDITIONAL SHEETS AS REQUIRED]

E. ELECTRICAL ENGINEER (ENGINEER OF RECORD):

Name: _____

Project Assignments/Responsibilities: _____

Years with this firm: _____ Years with other firms: _____

Education: _____

Active Registration and/or Credentials as applicable: _____

Positions/responsibilities on previous **relevant projects** (list project size, scope and building type): _____

Design/Build experience: _____

Design/Assist or Teaming experience: _____

Other experience, training, education, and qualifications relevant to the proposed project: _____

Experience with Public agency projects (preferably in California): _____

Experience with Community Colleges or other school projects and/or features: _____

Experience with California Division of the State Architect: _____

Sustainable design experience (preferably LEED)

[ATTACH ADDITIONAL SHEETS AS REQUIRED]

F. CIVIL ENGINEER (ENGINEER OF RECORD):

Name: _____

Project Assignments/Responsibilities: _____

Years with this firm: _____ Years with other firms: _____

Education: _____

Active Registration and/or Credentials as applicable: _____

Positions/responsibilities on previous **relevant projects** (list project size, scope and building type): _____

Design/Build experience: _____

Design/Assist or Teaming experience: _____

Other experience, training, education, and qualifications relevant to the proposed project: _____

Experience with Public agency projects (preferably in California): _____

Experience with Community Colleges or other school projects and/or features: _____

Experience with California Division of the State Architect: _____

[ATTACH ADDITIONAL SHEETS AS REQUIRED]

G. OTHER FIRMS: Subcontractors, Sub-Consultants, or Other Team Member (as applicable)

Name: _____ Role: _____

Project Assignments/Responsibilities: _____

Years with this firm: _____ Years with other firms: _____

Education: _____

Active Registration and/or Credentials as applicable: _____

Positions/responsibilities on previous **relevant projects** (list project size, scope and building type): _____

Design/Build experience: _____

Design/Assist or Teaming experience: _____

Other experience, training, education, and qualifications relevant to the proposed project: _____

Experience with Public agency projects (preferably in California): _____

Experience with Community Colleges school projects and/or features: _____

Experience with California Division of the State Architect: _____

[ATTACH ADDITIONAL SHEETS AS REQUIRED]

12. APPRENTICESHIP PROGRAM

- A. Provide the **name, address and telephone number** of the apprenticeship program (approved by the California Apprenticeship Council) from whom you intend to request the dispatch of apprentices to your company for use on the Project:

- B. If your firm operates its own State-approved apprenticeship program:

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

- C. At any time during the last five years, has your firm been found to have violated any provision of California apprenticeship laws or regulations, or the laws pertaining to use of apprentices on public works?

Yes No

If "yes," provide the date(s) of such findings, and attach copies of the Department's final decision(s).

- D. Indicate experience utilizing Apprenticeship Programs under a Project Labor Agreement of Project Stabilization Agreement.

13. SAFETY RECORD

- A. List your firm's Experience Modification Rate (EMR) (California Workers' Compensation insurance) for each of the past three premium years:

NOTE: your workers' compensation insurance carrier issues an Experience Modification Rate to your firm annually.

Current year: _____

Previous year: _____

Year prior to previous year: _____

If your EMR for any of these three years is or was 1.00 or higher you may, if you wish, attach a letter of explanation.

X. LOCAL HIRING PROGRAM EXPERIENCE

- A. Include your firm's experience with Local Hiring requirements for public or private projects:

1. Project: _____
Location: _____

Local Hiring Program and method of compliance: _____

2. Project: _____
Location: _____

Local Hiring Program and method of compliance: _____

3. Project: _____
Location: _____

Local Hiring Program and method of compliance: _____

14. RELEVANT EXPERIENCE - WORK PREVIOUSLY COMPLETED USING DESIGN/BUILD PROJECT DELIVERY

Provide three (3) examples of projects **completed together by team members** using a Design/Build project delivery approach. Similar “teaming” delivery methods, such as Design/Assist or Integrated Project Delivery can be included, although Design/Build experience is preferred. Include the following information:

- Description of each project
- Specific project delivery method (i.e. Design/Build, Design/Build/Bridging, Design Assist, Integrated Project Delivery, etc.)
- Name of the firms involved
- Names of personnel involved
- Role of each firm
- Final contract value
- Client reference

Provide a written statement signed by the key Design Build team members (General Contractor, Architect of Record) summarizing the team’s approach and commitment to demonstrated team partnering and design excellence.

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

PURSUANT TO EDUCATION CODE SECTION 17250.25 (DESIGN/BUILD) PLEASE PROVIDE THE FOLLOWING INFORMATION:

- A. Provide a declaration certifying that applying members of the Design/Build Entity have not had a surety company finish work on any project within the last five (5) years:

Declaration:

I, _____, authorized agent of the Design/Build Entity, hereby certifies and declares under penalty of perjury under the laws of the State of California that the members of _____ (Design/Build Entity), have not had a surety company finish work on any project within the last five (5) years.

Signed: _____

Dated: _____

- B. Provide information and details below for any construction or design claim or litigation totaling more than fifty thousand dollars (\$50,000) settled against any member of the Design/Build Entity's team within the last five (5) years.

1. PROJECT: _____

Location: _____

Amount of Claim: \$_____ Resolution Yes [] No []

Date: _____ Nature of Claim: _____

Final Status: _____

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

2. PROJECT: _____

Location: _____

Amount of Claim: \$_____ Resolution Yes [] No []

Date: _____ Nature of Claim: _____

Final Status: _____

3. PROJECT: _____

Location: _____

Amount of Claim: \$_____ Resolution Yes [] No []

Date: _____ Nature of Claim: _____

Final Status: _____

(ATTACH ADDITIONAL SHEETS AS REQUIRED.)

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

- C. Provide information and details below for any serious 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 Design/Build Entity'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 Design/Build Entity's team over the last five years. For the purposes of this subclause, only violations by a Design/Build Entity's team member as an employer shall be deemed applicable, unless it is shown that the Design/Build Entity'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.

- 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.

Declaration:

I, _____, authorized agent of the Design/Build Entity, _____ (Design/Build Entity), hereby declare under penalty of perjury that the above information is true and correct.

Signed: _____ Dated: _____

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

F. Provide information and details of any violations by the Design/Build Entity 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 Design/Build Entity's team for submitting a false or fraudulent claim to a public agency over the last five (5) years.

H. Provide information concerning any instance where the Design/Build Entity, its owners, officers or managing employees submitted a bid on a public works project and were found by an awarding body not to be a responsible bidder, or describing any instance where its owners, officers or managing employees defaulted on a construction contract.

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

- I. Provide information concerning any instance where any member of the Design/Build Entity's team filed for bankruptcy or receivership, or had a surety company finish work on any project:

- J. Provide copies of legal documents, including a copy of the agreement creating a partnership or association formed for the purpose of submitting a proposal to build the Autotechnology Building Project, specifying the type of entity (Corporation, Partnership, Limited Liability Company, or other association).

Also, provide a separate statement on company letterhead under penalty of perjury under the laws of the State of California that all partners or members of the association agree to full liability for the performance of the work necessary to design and build the Project if awarded the contract for the work.