

SOLANO COMMUNITY COLLEGE DISTRICT



PRE-QUALIFICATION QUESTIONNAIRE FOR PROSPECTIVE DESIGN/BUILD ENTITIES

New Science Building Fairfield Campus

RFQ # 16-004

SOLANO COMMUNITY COLLEGE DISTRICT

October 8, 2015

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PART A MANDATORY REQUIREMENTS

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1. NOTICE TO DESIGN/BUILD ENTITIES

The Solano Community College District (hereinafter “the District”) intends to contract with a Design/Build Entity to design and construct a New Science Building along with ancillary facilities (Veteran’s Center 2700 Sq. Ft.) (“Project”). The new Project will be located at Fairfield, California. The Project will be a high-performing, and attractive facility that supports the mission of the District for the Project. The Project is approximately 24,000 square feet and will house state of the art laboratory and support spaces for the Chemistry, Biology, Geology and Geography Programs within the School of Mathematics and Science. The site for this new facility will be on the Solano Community College Fairfield Campus, located at 4000 Suisun Valley Road, Fairfield, CA 94534. The construction value of the Design/Build Contract will be approximately \$22,000,000.

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) at:

<http://www.blueprintexpress.com/sccdmeasureq>

For information, please contact Brian Bush of Kitchell CEM **via e-mail only** at brian.bush@solano.edu. 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, 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
4000 Suisun Valley Road
Building 600, Room 604
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 for 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 a Statement of Qualifications (SOQ) from qualified firms to provide Design/Build services for the New Science Building to be located at the Fairfield Campus.

Timetable: Per Sections 81700 - 81708 of the California Education Code, the Solano Community College 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:

- 10/08/2015: Pre-qualification Questionnaire issued
- 10/19/2015 2:00 PM : Mandatory Pre-qualification Conference and Site Visit
- 11/6/2015 : Pre-qualification Questionnaire due
- December 2015: Interview Selected Design Build Teams
- December 2015: Selection of 3 Pre-qualified firms to receive Request for Proposal
- January 2016 : Issue Request For Proposal to 3 selected DBE firms
- April 2016 : Proposals due
- May 2016: Award Design/Build Contract
- June 2016: Notice to Proceed

Submittal Process: The District will receive, no later than 2:00 PM, Friday, November 6, 2015, a sealed envelope with one (1) unbound, eight (8) bound copies and one (1) electronic copy of the Pre-Qualification Questionnaire for the New Science Building to be constructed on the site of the existing SCC Fairfield Campus, 4000 Suisun Valley Parkway, Fairfield, CA 94534. All pre-qualification questionnaires shall be made on the attached forms 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 Public Relations (DIR), 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 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 be 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 October 19, 2015 at 2:00 PM at 360 Campus Lane, Fairfield CA 94534, 1st Floor Boardroom. 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 room 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 their point of contact (company name, individuals name, phone number, email address and physical location) with the District's Program Management consultant, Kitchell CEM, at the Pre-qualification conference to ensure that any addenda issued are sent to the conference attendees. All correspondence for this RFQ process will be directed to this "point-of-contact" person for each DBE.

Applicants may submit requests for information, via e-mail only to brian.bush@solano.edu, up to 5:00 PM on October 28, 2015. All requests for information and responses will be issued via Addenda.

All addenda will be posted to the District's website at:

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

And at BPXpress at:

<http://www.blueprintexpress.com/sccdmeasureq>

Request for Information submitted later than 5:00 PM on October 28, 2015 will not be responded to. Addenda with Requests for Information and responses will be sent via email to all "points-of-contact" for each DBE and posted to the District's website at:

Requirements for Pre-Qualification: The District's evaluation is solely for the purpose of determining which design-build entities (DBE) 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
- Past experience working together
- References
- 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 other 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:

- 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 issued to the three top ranked Design/Build Entities.

Award: Selection of the successful proposal will be based on which a responsive proposal 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 by the District will not be released and is not subject to 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 subcontractors 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 determination 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,

_____ (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:

D/B Entity Role	Firm/Address	Primary Contact
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 of Record 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	_____	_____

Other Firm	_____	_____

Other Firm	_____	_____

[ATTACH ADDITIONAL SHEETS AS REQUIRED]

5. LICENSURE/REGISTRATION

A. All Design/Build Entities must include a **General Contractor** actively licensed in the State of California. Provide the following information.

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

License No. _____ Name: _____ Exp. Date: _____

1. Has this license ever been revoked? Yes _____ No _____
If so, please explain 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 so, 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 so, 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 so, 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 so, 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 so, 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 so, 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 so, 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 so, 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 so, 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 so, 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 so, 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 so, 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 so, 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 so, 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 so, 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 so, 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 so, 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 so, 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 so, 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 so, 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 so, 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 so, 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 so, 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 so, 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 so, 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 so, 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 so, 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 so, 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 so, 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: _____

License Number, name under which license is held, and expiration date:

License No. _____ Name: _____ Exp. Date: _____

1. Has this license ever been revoked? Yes _____ No _____
If so, please explain 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 so, 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 so, 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 so, 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'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. (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 6 – OWNER CONTROLLED INSURANCE PROGRAM (OCIP)

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)

Under Section 17250.10 et seq. of the Education Code to perform contracts with the Solano Community College District, 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 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

- 12.1.1 The District has elected to implement an Owner Controlled Insurance Program (OCIP) under the Statewide Educational Wrap Up Program (SEWUP). Please reference Exhibit 6 to this agreement for OCIP.

Professional Liability Insurance. Upon execution of this contract, Design/Builder 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/Builder 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 Final completion. Such insurance shall be in form reasonably acceptable to the District's Risk Manager.

3. Indemnification

- a. 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' fees and our costs), damage, injury, liability, cause of action or claim of any kind or character (collectively "claims" and individually a "claim"), provided that such claim or claims is/are attributable to bodily injury, sickness, disease or death, or to injury to or destruction of tangible property (other than the work itself for claims not covered by insurance which Design/Build Entity is required to maintain under the contract documents) including loss of use resulting there from except loss of use attributable to a claim otherwise insured under the all risk insurance.

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 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.

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.

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 Contract. Such insurance shall be in form reasonably acceptable to the District.

- b. Design/Build Entity will save, keep, and hold harmless the District and its respective officers, employees, and agents from all claims by reason of, or in the course of the performance of said work, by reason of any infringement or alleged infringement of the patent rights, copyrights, and trademarks of any person or persons, firm, or corporation in consequence of the use in, on or about said work, of any article or material supplied or installed under this Contract.
- c. 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.

EXHIBIT 3

PERFORMANCE BOND

KNOW ALL MEN BY THESE PRESENTS, that

_____ (hereinafter called the "Principal") as Principal and _____, a corporation organized and existing under the laws of the State of _____ (hereinafter called the "Surety"), as Surety, are held and firmly bound to SOLANO COMMUNITY COLLEGE DISTRICT (hereinafter called the "District"), as Obligee, in the sum of _____ Million 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, (I) the Design/Build Entity has entered into a Design Build Agreement (hereinafter called the "D/B Agreement") with the District for the design and construction of the New Science Building Project (hereinafter called the "Project"); and

WHEREAS, the Principal has submitted a bid for the work on the Project.

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 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.

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.

The Surety agrees that to the extent that payment of sums pursuant to the Contract Documents undertaken by the Surety, and the payment obligation could be construed as an obligation under this Bond or the payment bond issued by the Surety contemporaneously with the issuance of the Bond, such payment shall be treated solely as the discharge of an obligation under the payment bond and shall not reduce or impact on the Surety's obligations under this Bond.

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 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 as a common law bond.

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: _____

EXHIBIT 4

PAYMENT BOND

KNOW ALL MEN BY THESE PRESENTS, THAT

WHEREAS, the SOLANO COMMUNITY COLLEGE DISTRICT (herein after called the "District") has awarded a Design Build Agreement (hereinafter called the "D/B Agreement") to _____, the Design/Build Entity (hereinafter called the "Design/Build Entity") for the design and construction of the New Science Building Project (hereinafter called the "Project"); and

WHEREAS, the Design/Build Entity is required to furnish a payment bond in connection with the Contract Documents, to secure the payment of claims of Design/Build Entity laborers, mechanics, materialmen and other persons as provided by law.

NOW THEREFORE, we the undersigned Principal (Design/Build Entity) and Surety are held and firmly bound unto the District in the sum of _____ Million 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 3181, 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 or sureties herein will pay such amounts in an amount not to exceed the sum specified in this bond, otherwise the above obligation shall be void. In case suit is brought upon this bond, the surety will pay all reasonable attorneys' fees to be fixed by the court.

This bond shall inure to the benefit of any of the persons named in California Civil Code Section 3181 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: _____

EXHIBIT 5

PROJECT LABOR AGREEMENT

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.

Government Code:	Board Policy:	Estimated Fiscal Impact: \$ N/A
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

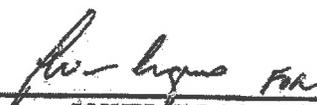
707-863-7855

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

EXHIBIT 6

OWNER CONTROLLED INSURANCE PROGRAM (OCIP)

1.1 INTRODUCTION

The District, hereinafter called the “Owner” has elected, at its sole discretion, to implement an Owner Controlled Insurance Program (“OCIP”) under the Statewide Educational Wrap Up Program (“SEWUP”). The SEWUP Joint Powers Authority (“JPA”) will be providing the OCIP on behalf of the Owner. All terms and conditions of the SEWUP Contractual Provisions will apply during the term of the contract.

The SEWUP JPA will provide Workers’ Compensation, Employer’s Liability, General Liability, Contractor’s Pollution Liability, and Builder’s Risk insurance for all Enrolled Contractors (and their Enrolled Subcontractors of every tier) and other designated parties for work performed at the Project Site (hereinafter called “Project”). The Owner agrees to pay all premiums associated with the OCIP, unless otherwise stated in this section and in other contract documents.

Insurance coverage provided under the OCIP is limited in scope and specific to Work performed after the inception date of enrollment into the OCIP. Offsite locations, labor and operations are **not** covered by the OCIP. In addition to any insurance provided by the Owner, all Contractors/Subcontractors will be responsible for providing certain insurance as specified in **Section 1.7**. The Owner recommends that Contractors discuss the OCIP with their insurance agents, brokers or consultants to assure that other proper coverages are maintained, prior to contract acceptance.

Keenan & Associates, hereinafter called “Program Administrator”, shall administer the OCIP on behalf of the SEWUP JPA. At all times, all Contractors/Subcontractors, shall (a) cooperate with Owner, Program Administrator, and all OCIP insurers, as applicable, and their respective consultants, agents and representatives, in its or their administration of the OCIP and all other terms and conditions described herein and (b) comply with the terms, conditions, warranties, and subjectivities of the insurance policies provided pursuant to the OCIP, including, without limitation, any and all directives and requirements of Owner’s and the OCIP insurers’ respective consultants, agents and representatives, including, without limitation, any directive or requirement relating to loss control, and quality control, and the closure to Owner’s satisfaction of open items on any and all quality control checklists and inventories.

A. Participation in the OCIP

Participation in the OCIP is mandatory but not automatic. Each Eligible Contractor/Subcontractor must follow the guidelines, as specified in **section 1.5**.

Enrollment (Definition): An Eligible Contractor/Subcontractor is considered Enrolled once the all required documents are received, reviewed and processed by the OCIP Program Administrator and insurer. Enrollment form (Exhibit A) must be submitted with Declarations pages, including proof of rates from your current policies; in addition to Certificate of Insurance evidencing Workers’ Compensation, General Liability, Excess/Umbrella Liability

if applicable, and Auto Liability coverage. Evidence of Auto Liability should include an endorsement naming the school district as an additional insured (see Sections 1.7 and 1.8)

Contractor (Definition): Includes all vendors, suppliers, businesses, persons, or entities and entities which the Owner has engaged directly by contract to perform services relating to the Project.

Subcontractor (Definition): Includes all vendors' suppliers, businesses, and other persons or entities that have been engaged by a Contractor to perform, or assist with the performance of, services relating to the Project.

Eligible (Definition): Includes all Contractors/Subcontractors providing direct labor on the Project, and excludes Ineligible Contractors, as defined below. Temporary labor services and leasing companies are to be treated as Eligible Contractors.

Ineligible (Definition): Includes, but is not limited to, consultants; suppliers who do not perform or do not subcontract installation; demolition that includes abatement and hazardous materials removal; vendors; materials dealers; surveyors; consultants; guard services; non-construction janitorial services; and truckers, including trucking to the Project where delivery is the only scope of work performed. However, if contracted with an on-site installer, suppliers/vendors should be enrolled in the OCIP only for General Liability, as it pertains to the contractual relationship of the installer's on-site work. Any party deemed an Ineligible Contractor, but who has direct labor on the Project, will be required to participate in the Project Safety Program (see Section 1.16). **Any questions regarding a Contractor's status as "Eligible" or "Ineligible" should be referred by written request to Owner.**

EACH CONTRACTOR/SUBCONTRACTOR MUST INCLUDE THIS DOCUMENT WITH THEIR BID SPECIFICATIONS TO ANY AND ALL SUBCONTRACTORS. Any contractor/subcontractor's failure to comply with the OCIP Administrator and all OCIP requirements shall be considered non-performance under the contract.

Enrollment of each Contractor's eligible Subcontractors is mandatory. Contractor shall notify Owner and the Program Administrator in writing of the identity of each Subcontractor, and shall cause each Subcontractor to notify the Program Administrator in writing of the identity of each of its Sub-subcontractors, prior to such parties' commencement of their portion of the Work and prior to their entry onto the Project. Subcontractors shall not be deemed enrolled until the Program Administrator and OCIP insurers receive and approve a completed Contract Enrollment Form, for each awarded contract. Enrollment is required prior to commencement of on-site activities but no contractor shall be enrolled sooner than 30 days prior to their start date. Each Subcontractor shall be solely responsible for any and all losses, damages, claims, liabilities, and suits arising out of such Subcontractor's failure to enroll, or delay in enrolling, any of its Subcontractors.

Unless otherwise directed by the Owner, Ineligible Contractors and Subcontractors will be required to maintain their own insurance for both on-site and off-site activities and will be required to participate in the Project Safety Program. Minimum Insurance and endorsement requirements are located in Section 1.7 & 1.8.

B. Project Site and Offsite Premises

Coverages provided by the OCIP are **Project Site** specific. The Project Site shall be designated by the Owner. The Project Site consists of any and all projects that are endorsed to this policy, which includes the:

1. Ways and means adjoining the endorsed project site.
2. Adjacent locations to the endorsed projects sites where incidental operations are being performed, excluding permanent locations.

With the exception of 1 and 2 mentioned above, off-site locations, labor and operations are not covered by the OCIP. It will be the responsibility of each Contractor/Subcontractor to maintain off-site insurance, as identified in **Section 1.7**, which specifies coverage types and minimum limits. Contractor/Subcontractor will promptly furnish to the Owner, or its designated representative, Certificates of Insurance evidencing that all required insurance is in force.

1.2 PREQUALIFICATION & COST IDENTIFICATION

A. Contractor Pre-Qualification

Pursuant to Government Code Section 4420.5, Bidders must meet certain minimum standards. Contractors must meet minimum standards in order to bid on the Owners’ Project. The following qualification standards apply to ALL Bidding Contractors at time of bid opening:

1. **Have an average Workers’ Compensation Experience Modification Rate (EMR) of 1.25 or less over the last five (5) years.**
2. **Have Zero (0) Serious and Willful violations (Labor Code Section 6300) against them in the past five (5) years**
3. **Provide evidence of an Injury and Illness Prevention Program (IIPP).**

FAILURE TO MEET THESE MINIMUM STANDARDS SHALL DISQUALIFY THE BIDDER.

B. Contractor Insurance Cost Identification

Contractor’s base bid shall exclude any and all costs for insurance coverages provided under the OCIP. If insurance cost is not removed, the bidder may not qualify as the lowest responsive bidder. The Bidder declares under penalty of perjury under California law, that the base bid excludes any costs relating to any insurance coverages afforded under the OCIP and that each subcontractor to the Bidder has similarly excluded costs for any insurance coverage afforded under the OCIP.

C. Change Order Pricing

All Contractors/Subcontractors declare, under penalty of perjury under California law, that the change order is priced to exclude any costs relating to any insurance coverage afforded under the OCIP.

1.3 OWNER-PROVIDED INSURANCE COVERAGES

CONTRACTOR/SUBCONTRACTOR SHOULD REFER TO THE ACTUAL POLICIES FOR DETAILS CONCERNING COVERAGE, EXCLUSIONS, AND LIMITATIONS. IN THE EVENT OF ANY CLAIM OR QUESTION WITH REGARD TO COVERAGE PROVIDED BY THE OCIP, THE ORIGINAL POLICIES WILL PREVAIL AS THE SOLE BINDING AGREEMENT. OCIP POLICIES AND PROJECT INSURANCE MANUAL ARE AVAILABLE UPON WRITTEN REQUEST TO THE PROGRAM ADMINISTRATOR.

The OCIP is for the benefit of the Owner and all Enrolled Contractors/Subcontractors who have on-site employees. OCIP coverage applies only to Work performed under the contract at the Project (see Section 1.1, B for definition). All Contractors must provide their own insurance for Automobile Liability and off-site locations, labor, and operations.

Such policies or programs may be amended from time to time, and the terms of such policies or programs, as amended, are incorporated herein by reference.

The Contractors/Subcontractors enrolled in the OCIP agree that the OCIP policies' limits of liability, coverage terms and conditions shall determine the scope of coverage provided by the OCIP.

- A. Workers' Compensation and Employer's Liability Insurance, Will be provided in accordance with applicable state laws, to all Enrolled Contractors/Subcontractors, each as named insured, and issued an individual policy) reflecting the following Limits of Liability:**

Workers' Compensation:

- California Statutory Benefits

Employer's Liability:

- \$1,000,000 Bodily Injury each Accident
- \$1,000,000 Bodily Injury by Disease – Policy Limit
- \$1,000,000 Bodily Injury by Disease – Each Employee

1. Deductible: None
2. Exclusions: The known exclusions for this coverage are set forth on the table attached as Exhibit B. This is a summary and may not be exhaustive. The policy language may contain additional exclusionary language, limitations or carve-backs that are not identified on the table. It is the responsibility of the Contractor/Subcontractor to review the policy for the complete details of all exclusions.
3. Policy Term: The policy term is one year, with automatic one-year renewals until the Project is completed. The policy is intended to remain in effect for duration of the contractor's contractual work. Warranty work and post contract repair work is excluded. Each Contractor/Subcontractor is insured under the policy for the length of its work at the Project.

- B. General Liability Insurance** is written on an "Occurrence" form under a master liability policy. Certificates of Insurance will be provided to all enrolled Contractors/Subcontractors as named insured, reflecting the following Limits of Liability:

- \$5,000,000 Bodily Injury and Property Damage Liability

- \$10,000,000 General Aggregate
- \$5,000,000 Products and Completed Operations
- 10 Years Completed Operations
- Limits are per Project

1. Deductible: None
2. Exclusions: The known exclusions for this coverage are set forth on the table attached as Exhibit B. This is a summary and may not be exhaustive. The policy language may contain additional exclusionary language, limitations or carve-backs that are not identified on the table. It is the responsibility of the Contractor/Subcontractor to review the policy for the complete details of all exclusions.
3. Policy Term:
 - a. Bodily Injury and Property Damage Liability coverages to remain in effect until Project Completion Date or July 1, 2018, whichever comes first; as defined in the policy.
 - b. Ten years Products and Completed Operations coverages.

C. Contractor’s Pollution Liability, is written on an “Occurrence” form under a master liability policy, except for fungus/spore coverage which is “Claims Made”. Certificates of Insurance will be provided to all enrolled Contractors/Subcontractors, as named insured, reflecting the following Limits of Liability:

- \$25,000,000 Each Loss / \$25,000,000 Program Annual Aggregate
- Claims expense, including defense cost, within limits
- \$5,000,000 Fungus/Spore Sub-limit, \$5,000,000 Per Claim/Program Aggregate

1. \$10,000 Deductible, Per Claim
2. Contractor/Subcontractor shall be liable, at its expense; to the extent claims payable are attributable to their acts or omissions and/or the acts or omissions of its Subcontractors of any tier or any other entity or person for whom it may be responsible. The deductible amount shall not be reimbursed by the OCIP Insurance Program or the District.
3. Exclusions: The known exclusions for this coverage are set forth on the table attached as Exhibit B. This is a summary and may not be exhaustive. The policy language may contain additional exclusionary language, limitations or carve-backs that are not identified on the table. It is the responsibility of the Contractor/Subcontractor to review the policy for the complete details of all exclusions.
4. Policy Term: The policy term is from July 1, 2013 to June 30, 2015. The policy is intended to remain in effect for the length of the Project or June 30, 2018, whichever comes first.

D. Builder’s Risk coverage will be in place during the Course of Construction, at the Project. Such insurance shall be written on a repair or replacement cost basis, subject to exclusions, sublimits, property limitations and conditions. Such insurance shall include the interests of the Owner (as named insured) and enrolled Contractors/Subcontractors (as additional insured’s) during the Course of Construction. A deductible, which shall be determined by the type of construction, will apply to each occurrence. The deductible schedule is as follows:

New Construction & Renovation

- \$10,000 - \$25,000 deductible (depending on type of structure) for Wood Frame, Masonry Non-Combustible or Joisted Masonry, and Fire Resistive / Non-Combustible.
 - \$50,000 deductible for Water Damage to structural renovations.
 - \$100,000 deductible for Water damage to Large Span Buildings (with unsupported roof greater than 200 feet); and Stadiums/Arenas (open air, fixed roof, and/or retractable roof).
1. Contractor shall be responsible for the applicable deductible under the Districts builder's risk insurance policy for damage to work of Contractor or any Subcontractor of any tier including damage to work of other Contractors caused by Contractor or its Subcontractors. The applicable deductible amount shall not be reimbursed by the OCIP Insurance Program or the District.
 2. Exclusions: The known exclusions for this coverage are set forth on the table attached as Exhibit B. This is a summary and may not be exhaustive. The policy language may contain additional exclusionary language, limitations or carve-backs that are not identified on the table. It is the responsibility of the Contractor/Subcontractor to review the policy for the complete details of all exclusions.
 3. Policy Term: The policy term is from July 1, 2013 to June 30, 2015.

E. OCIP Policies Establish OCIP Coverage. The insurance coverages, limits of liability, definitions, terms, conditions, exclusions and limitations contemplated in these contractual provisions and the other contract documents are set forth in full in the OCIP insurance policies. The summary descriptions of such policies in these contractual provisions, in the Project Insurance Manual, or in any other contract document or elsewhere are not intended to be complete or to alter or amend any provision of the actual OCIP policies. To the extent, if any, such descriptions herein or therein conflict with any such insurance policies, the provisions of the actual insurance policies shall govern. To the extent there are any other conflicts between or among the provisions of such insurance policies, these contractual provisions, the contract documents, or the Project Insurance Manual, then in descending order, the insurance policies shall govern, followed by these contractual provisions, the contract, the other contract documents, then the Project Insurance Manual. Contractor/Subcontractor acknowledges that it has had the opportunity to review the insurance policies as provided in section 1.3, and that it is relying solely on the provisions set forth in the insurance policies, and not upon any oral or written statement or reference in these contractual provisions, any other contract document, the Project Insurance Manual, or otherwise.

1.4 OCIP CERTIFICATES AND POLICIES

All Enrolled Contractors/Subcontractors will receive their own Workers' Compensation policy. Certificates of Insurance will be furnished for General Liability and Contractor's Pollution Liability coverages. Program Administrator will provide a copy of the OCIP policies upon written request. Such policies or programs may be amended from time to time and the terms of such policies or programs, as they may be amended, are incorporated herein by reference. Contractors/Subcontractors

hereby agree to be bound by the terms of coverage, as contained in such insurance policies and/or self-insurance programs.

1.5 CONTRACTOR/SUBCONTRACTOR RESPONSIBILITIES

Participation in the OCIP is mandatory but not automatic. Each Eligible Contractor /Subcontractor must comply with the following:

A. Contractor Eligibility, see Section 1.1, **A** for definition.

B. Enrollment Compliance

An Eligible Contractor/Subcontractor is not enrolled until the Program Administrator and OCIP insurers receive and approve a completed *Contract Enrollment Form* (see Exhibit A), for each awarded contract. Enrollment is required prior to commencement of on-site activities but no contractor shall be enrolled sooner than 30 days prior to their start date. Evidence of Insurance for Contractor/Subcontractor-Provided Insurance Coverage (see Sections 1.7 and 1.8) is a requirement and must be submitted with the completed *Contract Enrollment Form*.

Any Contractor/Subcontractor who enrolls in the OCIP after their start date must provide a No-Known-Loss Letter to the Program Administrator, along with the enrollment documentation. Late Enrollment is not guaranteed and must be approved and accepted by the insurance carrier. Upon approval, the Program Administrator will provide evidence of OCIP coverage to the Contractor/Subcontractor, as noted in Section 1.4.

All Contractors/Subcontractors shall cooperate with, and require their Subcontractors to cooperate with, the Owner and the Program Administrator, in regards to the administration and operation of the OCIP.

C. Contractor/Subcontractor Compliance with Other Forms and Procedures

All Enrolled Contractors/Subcontractors are required to complete and submit the following forms:

1. Project Site Monthly Payroll Report

Project Site Monthly Payroll Reports (see Exhibit C) must be submitted to the Program Administrator on a monthly basis, until the completion of the contract. This report must summarize the unburdened payroll by Workers' Compensation Class Code. Certified payroll is not a requirement of the OCIP and cannot be accepted. If the Project Site Monthly Payroll Report is not submitted to Program Administrator on a monthly basis, the Construction Manager and/or Owner can withhold payment until the report is received. Contractor/Subcontractor agrees to keep and maintain accurate and classified records of their payroll for operations at the Project Site. This payroll information is submitted to the OCIP insurer. At the end of each contract, a carrier audit may be performed using the reported payroll.

2. **Payroll Reporting /Workers' Compensation Insurance Rating Bureau Requirements**

Once an Eligible Contractor/Subcontractor is enrolled into the OCIP, a separate Workers' Compensation Policy will be issued to them. All Enrolled Contractors/Subcontractors shall comply with the rules and regulations of the California Workers Compensation Insurance Rating Bureau (WCIRB).

3. Contractor's Completion Notice

Contractor's Completion Notice (see Exhibit D) must be submitted to the Program Administrator upon completion of work at the Project, which includes punch list items, but not warranty work. This form evidences all enrolled Contractors'/Subcontractors' actual start and completion dates, per each contract. This information is used to confirm that each Workers' Compensation Policy was issued with correct policy term dates, covering the Contractors/Subcontractors for the duration of their Work at the Project. This information is subsequently submitted to the Workers' Compensation Insurance Rating Bureau (WCIRB).

4. Project Insurance Manual

A Project Insurance Manual will be provided to all awarded Contractors/Subcontractors, which includes a Program Summary, Claims Reporting Instructions, Project Safety Guidelines, necessary forms, and contact information. Copies can be requested from the Program Administrator.

D. Contractor/Subcontractor Compliance with all aspects of the OCIP

All Contractors/Subcontractors further acknowledge and agree to comply fully and promptly with such safety, loss control, and quality control rules, requirements, and directives as may from time to time be promulgated by Owner, the Program Administrator and/or the OCIP insurers or any of its or their respective consultants, agents, or representatives. Nothing in this document or any other contract document or in the Project Insurance Manual, shall be deemed to render Owner or any of its affiliates of any tier an employer of Contractor/Subcontractor or any of its Subcontractors or any of its or their personnel or employees. Failure to comply will be considered non-performance under the contract.

It is the obligation of each Eligible Contractor/Subcontractor to enroll in the OCIP and to comply with all of the administrative, notice, claim reporting, safety, loss control, quality control, insurance and other requirements set forth in these contractual provisions, in the OCIP insurance policies, in the Project Insurance Manual, and elsewhere in the contract documents. Contractor/Subcontractor shall provide each of its Subcontractors, among other things, with a copy of the Project Insurance Manual and a copy of these contractual provisions. Contractor/Subcontractor shall require in writing that each enrolling Subcontractor comply with, among other things, the provisions of the OCIP insurance policies, the Project Insurance Manual, and the contract documents. All such requirements shall be included in all subcontracts and sub-subcontracts with eligible parties. The failure of Contractor/Subcontractor or any other party to provide eligible Subcontractors with a copy of this document, the Project Insurance Manual, and/or all other applicable requirements shall not relieve any such Subcontractor of any of the obligations contained therein.

Contractor/Subcontractor shall keep and maintain accurate records and information in accordance with the requirements of the OCIP Insurer(s), the Project Administrator, the Project Insurance Manual, and the contract documents, and shall provide such records and information to Owner, the Program Administrator, and/or the OCIP insurers upon request.

1.6 OCIP DISCLAIMER

The Owner does not warrant or represent that the OCIP coverages constitute an insurance program that completely addresses all the risks of the Contractors/Subcontractors. Prior to the commencement of work under the contract, it is the responsibility of all Contractors/Subcontractors to ensure that the OCIP coverages provided sufficiently address their insurance needs. Any additional insurance coverage purchased will be at Contractor’s/Subcontractor’s option and sole expense.

1.7 REQUIRED CONTRACTOR/SUBCONTRACTOR PROVIDED INSURANCE COVERAGES

For any work under this contract, and until completion and final acceptance of the work by the Owner, the Contractors/Subcontractors shall, at their own expense, promptly furnish Certificates of Insurance evidencing that coverage is in force and any required Additional Insured Endorsements to the Owner, with a copy to the Program Administrator for the following coverages, before commencing work on the Project

(See Section 1.8) for Certificate Holder and Additional Insured Endorsement specifications):

- A. **Automobile Liability Insurance** Must cover all vehicles owned by, hired by, or used on behalf of the Contractors/Subcontractors for both Project Site and off-site operations with the following minimum limits of liability:

Enrolled Contractors/Subcontractors

General/Prime Contractor	Subcontractor	
• \$2,000,000	\$1,000,000	Bodily Injury and Property Damage

Ineligible Contractors/Subcontractors – Not Enrolled

General/Prime Contractor	Subcontractor	
• \$2,000,000	\$1,000,000	Bodily Injury and Property Damage

- B. **Workers’ Compensation and Employer’s Liability Insurance**

Workers’ Compensation –Statutory Benefits - All States

- Employer’s Liability:
- \$1,000,000 Bodily Injury each Accident
- \$1,000,000 Bodily Injury by Disease – Policy Limit
- \$1,000,000 Bodily Injury by Disease – Each Employee

C. General Liability Insurance, minimum limits of liability are as follows:

Enrolled Contractors/Subcontractors

General/Prime Contractor	Subcontractor	
• \$2,000,000	\$1,000,000	Bodily Injury and Property Damage
• \$2,000,000	\$1,000,000	Per Occurrence
• \$2,000,000	\$1,000,000	General Aggregate
• \$2,000,000	\$1,000,000	Products/Completed Operations Aggregate
• \$2,000,000	\$1,000,000	Personal/Advertising Injury Aggregate

Ineligible /Not Enrolled Contractors/Subcontractors

General/Prime Contractor	Subcontractor	
• \$2,000,000	\$1,000,000	Bodily Injury and Property Damage
• \$2,000,000	\$1,000,000	Per Occurrence
• \$2,000,000	\$1,000,000	General Aggregate
• \$2,000,000	\$1,000,000	Products/Completed Operations Aggregate
• \$2,000,000	\$1,000,000	Personal/Advertising Injury Aggregate

D. Professional Liability Insurance, if Contractor’s/Subcontractor’s work requires design and/or design-assist services, or Contractor/Subcontractor performs professional services of any kind, Contractor/Subcontractor shall purchase and maintain, at its sole cost and expense, Professional Liability (Errors and Omissions) insurance for all professional services provided. This Professional Liability insurance shall include full prior acts coverage sufficient to cover the services under this agreement, with the following minimum limits of liability:

- \$2,000,000 per Claim/Annual Aggregate

1. Deductible or self-insured retention amount must not be greater than \$100,000 per claim, including coverage of contractual liability.

Professional Liability Insurance is to be maintained during the term of the contract and for so long as the insurance is reasonably available as provided herein, for a period of ten (10) years after completion of the services.

E. Environmental and Asbestos Abatement Coverages: If the Contractor’s/Subcontractor’s scope of work involves the removal of asbestos, the removal/replacement of underground tanks, or the removal of toxic chemicals and substances, the Contractor/Subcontractor will be required to provide the following minimum limits of liability, for such exposures subject to requirements and approval of the Owner:

- \$1,000,000 per Claim/Aggregate

F. Aircraft or Watercraft Liability Insurance: If any Contractor/Subcontractor requires the use of Aircraft or Watercraft at the Project Site, the Contractor/Subcontractor shall purchase and maintain, or cause the operator of the Aircraft or Watercraft to purchase and maintain, Aircraft or Watercraft liability insurance. This must insure passengers and the General Public against personal injury, bodily injury or property damage arising out of the ownership, maintenance, use or entrustment to others. It includes Aircraft or Watercraft owned or operated by or rented or loaned to any insured. Use includes operation and “loading or unloading”. Contractor/Subcontractor will be required to provide the following minimum limits of liability, for such exposures subject to requirements and approval of the Owner:

- \$5,000,000 per Claim/Aggregate

1.8 REQUIRED CONTRACTOR/SUBCONTRACTOR CERTIFICATES OF INSURANCE AND ADDITIONAL INSURED ENDORSEMENTS

Certificates of Insurance and Additional Insured Endorsements acceptable to the Owner and Program Administrator must be filed with the Owner within ten (10) days after award of the contract to all Contractors/Subcontractors and prior to commencement of on-site activities.

All required insurance shall be maintained, without interruption, from the date of commencement of on-site activities, until the date of the final payment or expiration of any extended period, as set forth in this agreement. These certificates and additional insured endorsements required by **Section 1.7 and 1.8** shall provide not less than thirty (30) days prior written notice to the Owner, with a copy to the Program Administrator, of any material change in the insurance, cancellation, or non-renewal.

Certificates of Insurance, the Project must be identified on the Certificate of Insurance in the “Description of Operations/Locations/Vehicles/Special Items” section. The Certificates of Insurance should name District, as the Certificate Holder, as specified below:

Certificate Holder:

Solano CCD

c/o Statewide Educational Wrap Up Program (SEWUP)
2355 Crenshaw Blvd., Suite 200
Torrance, CA 90501

Additional Insured Endorsements: The Owner must be specifically named on the Schedule of an Additional Insured Endorsement, under the section titled, “Name of Person or Organization”, as specified below:

1. All Contractors/Subcontractors must provide an additional insured endorsement for automobile liability.
2. Ineligible Contractors/Subcontractors must provide an additional insured endorsement on both the Automobile Liability and General Liability policies and a waiver of subrogation on workers’ compensation.

Name of Person or Organization:

Solano CCD

c/o Statewide Educational Wrap Up Program (SEWUP)

2355 Crenshaw Blvd., Suite 200

Torrance, CA 90501

1.9 CONTRACTOR/SUBCONTRACTOR INSURANCE FOR PERSONAL PROPERTY AND EQUIPMENT

All Contractors/Subcontractors shall be solely responsible for any loss or damage to their personal property including, without limitation, their tools and equipment, mobile construction equipment, scaffolding, and temporary structures, whether owned, borrowed, used, leased or rented by any Contractor/Subcontractor. Contractors/Subcontractors may at their sole discretion, purchase and maintain insurance or self-insure such equipment and property, and any deductible in relation thereto shall be their sole responsibility. Any insurance, including self-insurance, shall be the Contractors'/Subcontractors' sole source of recovery in the event of a loss.

Any type of insurance or any increase of limits of liability not described in this Section, which the Contractors/Subcontractors require for their own protection or on account of any statute, will be their own responsibility and at their expense.

1.10 ASSIGNMENT OF RETURN PREMIUMS

The Owner will be responsible for the payment of all premiums associated solely with the OCIP and will be the sole recipient of any dividend(s) and/or return premium(s) generated by the OCIP.

1.11 WAIVER OF SUBROGATION AND OWNER INDEMNIFICATION

With respect to their work on the Project:

- Owner waives all rights of subrogation and recovery against the Contractors/Subcontractors to the extent of any loss or damage, which is insured under the OCIP.
- Contractors/Subcontractors waive all rights of subrogation and recovery against the Owner and other Contractors/Subcontractors to the extent of any loss or damage, which is insured under the OCIP.
- The Contractors/Subcontractors are obligated to indemnify the Owner for damages or claims not covered by the OCIP.

1.12 NO RELEASE

The provision of the OCIP, by the Owner, will in no way be interpreted as relieving the Contractors/Subcontractors of any other responsibility or liability under this agreement or any applicable law, statute, regulation, or order.

1.13 OWNER'S RIGHT TO AUDIT

The Contractor/Subcontractor will permit the Owner and/or its representative to examine and/or audit its books, records and insurance policy information. Contractor/Subcontractor will also provide any additional information to the Owner, or its appointed representatives, as may be required.

1.14 DUTIES IN THE EVENT OF A LOSS

Contractors/Subcontractors are required to report any and all losses, which include potential losses, promptly to, OCIP insurers and/or Program Administrator. A full description and details of the incurred loss are also required.

The Contractor/Subcontractor shall assist the Owner, its agents, and the Program Administrator, by providing the utmost cooperation in the adjustment of claims arising out of the operations conducted under, or in connection with, the Project and shall cooperate with the Owner's insurers in claims and demands that arise out of the Work and that the insurers are called upon to adjust.

1.15 OCCUPATIONAL SAFETY AND HEALTH COMPLIANCE

All Contractors/Subcontractors are expected to comply with all applicable local, state, and federal occupational safety and health. If additional safety and health requirements are set forth in the contract specifications, all contractors shall comply with these requirements

It is the responsibility of each Contractor/Subcontractor to maintain an environment free of recognized hazards. All Contractors/Subcontractors shall exercise reasonable care to prevent work-related injuries; property and equipment damage at the Project, as well as minimize risk to the public and third party property.

In the event of an accident, it shall be the responsibility of the employing and/or responsible Contractor/Subcontractor to see that injured workers or members of the public are provided immediate medical treatment. All appropriate medical and claim forms must be filed in accordance with the claim procedures developed for this Project by Keenan & Associates, hereinafter called "Program Administrator." This includes notification to the appropriate state authorities, if necessary.

The Program Administrator shall conduct periodic loss control surveys on behalf of the District. These surveys will focus on evaluating the Contractors'/Subcontractors' efforts to minimize loss, assist in identifying loss exposures, and to recommend appropriate corrective measures. The Program Administrator is a resource to supplement the safety and loss prevention activity of Contractors/Subcontractors. Its loss control survey activities or other activities of the Program Administrator and/or OCIP insurers do not in any way relieve the Contractors/Subcontractors of their responsibilities for Project safety.

1.16 PROJECT SAFETY PROGRAM

In addition local, state, and federal occupational safety and health laws, the following standards apply to all Enrolled and Non-Enrolled Contractors/Subcontractors.

A. Safety Orientation

1. Contractor/Subcontractor employees shall be provided with a project specific safety orientation prior the start of the project. At a minimum, the orientation will address the following items:
 - i. The District's site safety requirements.
 - ii. Site specific safety hazards and protective measures for these hazards.
 - iii. Emergency telephone numbers and procedures.
 - iv. Local medical clinic/hospital information within the Medical Provider Network (MPN).

B. Program Management

1. Each Contractor/Subcontractors shall have the following safety programs:
 - v. Injury and Illness Prevention Plans
 - vi. Hazard Communication Programs
 - vii. Heat Illness Prevention Plans
2. Each Contractor/Subcontractor shall have an onsite competent person responsible for occupational safety and health.

C. Site Safety

According to industry practices, it is the responsibility of contractors of all tiers to exercise reasonable care to prevent work-related injuries; property and equipment damage at the project site, as well as minimize risk to the third-party persons and property. Contractors/Subcontractors of all tiers shall be expected to comply with the following safety and loss control requirements:

1. All Subcontractors shall identify their contact person(s) to the General or Prime Contractor.
2. All Contractors/Subcontractors shall follow District procedures for dealing with the media.
3. All construction employees shall wear clothing suitable for the weather and work conditions. At a minimum, this shall be short sleeved shirts, long pants, and leather or other protective work shoes or boots.
4. Alcohol is prohibited on District property at all times.
5. Contractors/Subcontractors will be required to respond to all District complaints about objectionable levels of dust or noise and will be required to provide prompt and appropriate abatement.
6. Construction personnel cannot enter District grounds other than the construction site unless accompanied by District personnel, and are allowed only "incidental" contact with students. Violations of these requirements by any construction employee will result in a mandatory background check of that employee – including fingerprinting – as required by state law.
7. All prime contractors must attend the site specific pre-construction meeting.

8. No sexual reference or preference shall be permitted on any piece of clothing or the hardhat. Any employee observed disregarding this policy shall be removed from the job site until further notice.
9. All Contractors/Subcontractors shall control the break time activities of the employees to assure the cleanup of all soda cans, food wrappers, plastic bottles, or food containers from the break area. Such areas shall be cleaned immediately after the break and all waste placed in trash receptacles. No glass containers are permitted on the site.
10. Theft or willful damage to any property of the District, student, or other contractors will be prosecuted fully.
11. All Contractors/Subcontractors will advise non-English speaking employees in their native language either in a written format or via an interpreter of these policies.

D. Mandatory 6' Fall Protection

1. Contractor/Subcontractor employees shall be protected from fall exposures of 6 feet or greater. Activities include but are not limited to:
 - viii. Steel erection
 - ix. Decking
 - x. Roofing
 - xi. Framing
 - xii. Scaffold work
2. A safety monitor as means of fall protection is prohibited.
3. Ladder jacks, lean-to, and prop-scaffolds are prohibited.
4. Contractor/Subcontractors are required to provide training to their employees who might be exposed to a fall hazard prior to the exposure or upon hiring. This training shall be documented and available for review.
5. Methods of fall protection include but are not limited to the following:
 - xiii. Railings
 - xiv. Covers for Floor, Roof, and Wall Openings
 - xv. Personal Fall Arrest Systems, Personal Fall Restraint Systems, and Positioning Devices
 - xvi. Controlled Access Zones
6. The design and construction of railings shall conform to the Cal/OSHA Construction Safety Orders.
7. The minimum parapet height allowed for fall protection is 42 inches or greater.
8. Covers used to cover floor, roof, and wall openings shall be secured in place to prevent accidental removal or displacement and shall be marked in accordance with Cal/OSHA Construction Safety Orders.
9. Covers used to cover floor and roof openings shall be capable of safely supporting the greater of 400 pounds or twice the weight of the employees, equipment and materials that may be imposed on any one square foot area of the cover at anytime.

10. Controlled access zones shall be defined by a control line or other means that restricts access. Each line shall have a minimum breaking strength of 200 pounds. Signs shall be posted to warn unauthorized employees to stay out of the controlled access zone.
11. Control lines shall consist of ropes, wires, tapes, or equivalent materials. Control lines shall be erected and supported in accordance with Cal/OSHA Construction Safety Orders.

E. Crane Safety

1. In accordance with Title 8, California Code of Regulations, section 5006.1, employers shall only permit operators who have a valid certificate (license) of competency to operate cranes. The operator shall have his license on his person, readily available for review.
2. All cranes used in lifting service, exceeding 3 tons rated capacity, and their accessory gear shall not be used until the employer has ascertained that such equipment has been certificated in accordance with Cal/OSHA as evidenced by current and valid documents. Certificates (annual and quadrennial) attesting to current compliance with testing and examination standards shall be maintained, readily available for each crane.
3. The contractor shall provide an erection plan and procedure for erection of trusses and beams over 25 feet long. The erection plan and procedure shall be prepared by a civil engineer currently registered in California. This plan and procedure shall be followed and kept available on the job site.

F. Return to Work:

1. The District and OCIP Carrier are committed to working with all Enrolled Contractors and Subcontractors to promote the successful & timely return to work of injured employees following a work related injury. The purpose of this policy is to ensure that Enrolled Contractor/Subcontractor employees who temporarily cannot return to their normal duties due to job-related injury or illness, but can safely perform transitional duties while recovering is offered appropriate transitional duties for a limited time only.
 - i. Each Enrolled Contractor/Subcontractor will cooperate with the OCIP Carrier to facilitate the return to work of any injured employee capable of safely performing transitional duties.
 - ii. When the employee is released to transitional duties, it is the Enrolled Contractor/Subcontractor's responsibility to facilitate the injured employee's return to work.
 - iii. The Enrolled Contractor/Subcontractor is expected to accommodate the injured employee to the fullest extent and facilitate the return to work.
 - iv. It will be the responsibility of the Insurance Carrier's Adjuster to maintain communication with the treating physician and the Enrolled Contractor/Subcontractor to facilitate the prompt return of an employee to full work status.

1.17 OWNER'S INSURANCE OBLIGATIONS; CONTRACTORS'/SUBCONTRACTORS' OBLIGATIONS; REPRESENTATIONS, WARRANTIES AND DISCLAIMERS

(a) Owner assumes no obligation to provide insurance other than that summarily described in these Contractual Provisions, in the Project Insurance Manual, and in the OCIP insurance policies. Contractor/Subcontractor shall review the OCIP coverages, limits of liability, and insurance policies to satisfy themselves that the coverages offered thereby meet its needs. Nothing contained herein shall be deemed to place any responsibility on Owner, and Owner disclaims any responsibility, for ensuring that the insurance provided by the OCIP is sufficient for the conduct of Contractor's/Subcontractor's business or performance of the Work, including, without limitation, the adequacy of the limits of liability provided by, and as to all other terms, conditions and exclusions of, the OCIP insurance policies. The furnishing of insurance by Owner through the OCIP shall in no way relieve or limit or be construed to relieve or limit Contractor/Subcontractor of any responsibility, liability or obligation imposed by the contract, the contract documents, the Project Insurance Manual, the OCIP insurance policies, or by law, including, without limitation, any and all indemnification obligations on the part of Contractor/Subcontractor.

(b) By enrolling in the OCIP, Contractor/Subcontractor acknowledge that (i) the limits of liability of the OCIP insurance policies are shared by all insured parties under the OCIP for this Project; (ii) Owner is not an insurer or in the business of insurance and is not an agent, broker, partner or guarantor of Contractor/Subcontractor or any of the insurance companies providing coverage under the OCIP (the "OCIP insurers"); and (iii) Owner is not responsible for (a) the availability, adequacy, or exhaustion of the limits of the OCIP, (b) the present or future solvency of any of the OCIP insurers or (c) any claims or disputes by, between or among Owner, Contractor/Subcontractor and any of the OCIP insurers, including, without limitation, claims or disputes arising out of any the OCIP insurers' payment or nonpayment of claims or losses, or such insurers' contractual or extra-contractual duties, including, without limitation, defense and/or indemnity obligations. Any type of insurance coverage or limits of liability not provided by the OCIP which Contractor/Subcontractor desires for its own protection, or which is required by applicable laws or regulations, shall be its sole responsibility and expense and shall not be included in its compensation for the Work. If Contractor/Subcontractor believes that additional limits of liability beyond those provided by the OCIP would be prudent for its protection, it agrees to investigate and procure such additional limits of liability for itself at its sole cost.

(c) By enrolling in the OCIP, Contractor/Subcontractor represents and warrants that it has had the opportunity to read and analyze (and to obtain professional assistance to read and analyze) a copy of the OCIP insurance policies and understand the contents thereof. Any reference in these contractual provisions, in the Project Insurance Manual, or elsewhere in any contract document as to amount, nature, type or extent of coverage provided under the OCIP and/or potential applicability to any potential claim or loss is for reference only and Contractor/Subcontractor represents and warrants that it has not relied upon any such reference or any other oral or written statement by or on behalf of Owner, the Project Administrator, or any of its or their agents, employees or representatives, but solely upon its own independent review and analysis of the OCIP insurance policies in formulating any understanding and/or belief as to amount, nature, type or extent of any coverage, conditions, extensions, or limits of liability provided by and as to all other terms of the OCIP insurance policies

and/or their potential applicability to any claim or loss or their sufficiency for the conduct of Contractor's/Subcontractor's business or performance under the contract documents. To the extent that Contractor/Subcontractor deems it prudent to secure and maintain additional, supplemental, excess, or wholly independent insurance or liability associated with its Work on the Project or otherwise, it shall be responsible to do so at its sole expense.

(d) Contractor/Subcontractor hereby releases Owner, the Program Administrator and their respective representatives, agents, directors, officers, employees, partners, shareholders, members, affiliates of every tier, successors, and assigns from any and all claims and liabilities arising out of or relating to acts, errors, omissions or negligence (i) in the design, selection, placement, adequacy, amount, limits, scope and nature of insurance coverage afforded by the OCIP, (ii) in the selection, performance and present and future solvency of the OCIP insurers, and (iii) in the implementation and administration of the OCIP. Contractor/Subcontractor shall make its own determinations regarding such matters and expressly waives any and all rights and benefits conferred upon it by the provisions of California Civil Code Section 1542, which provides:

“A general release does not extend to claims which the creditor did not know or suspect to exist in his or her favor at the time of executing the release, which if known by him or her must have materially affected his or her settlement with the debtor.”

Contractor/Subcontractor expressly acknowledges that the foregoing waiver of the provisions of Section 1542 was separately bargained for, and expressly agrees that the release provision shall be given full force and effect, including, without limitation, as to unknown or unsuspected claims, demands, liabilities and causes of action, if any may exist or arise. This release provision shall survive the completion of the Work and the expiration or other termination of the Agreement.

1.18 JOINT DEFENSE OF CLAIMS AND SUITS AGAINST MORE THAN ONE INSURED

(a) In the event that a claim, demand, suit, or other proceeding (“Claim”) is brought against more than one insured under the OCIP, Owner and Contractor/Subcontractor recognize the common interest of all OCIP insureds in jointly defending that Claim. To the fullest extent permitted by law, and absent a material, current, actual, unwaivable conflict of interest mandating the appointment of separate counsel under applicable law, Owner and Contractor/Subcontractor insured under the OCIP (i) shall be defended by the same counsel and by the same consultants and experts selected by Owner and/or the OCIP insurers at its or their sole discretion, regardless of whether the defense under the OCIP is provided subject to a reservation of rights issued by any OCIP insurer, and (ii) waive their respective rights to independent counsel as to any and all such Claims. This waiver is deemed to be continuing. Contractor/Subcontractor agrees to execute such other documents as are required to effectuate this waiver and fulfill the purpose of this Section 1.18.

(b) In defense of Claims arising under the OCIP, information shared with counsel engaged to defend the insureds (“Defense Counsel”) will be protected from disclosure and shall remain privileged even after the termination of the OCIP and/or the completion of the Project. Contractor/Subcontractor agrees not to disclose to any person or entity, other than to Owner and to Defense Counsel, any confidential information obtained in the defense or pursuit of Claims covered, or potentially covered, under the OCIP. Any such confidential information shall only be used in matters that arise directly

pursuant to such OCIP Claims. However, disclosures of such confidential information may be made (i) upon written approval from Defense Counsel or (ii) where required by court order or by applicable law.

(c) Nothing in this Section 1.18 shall preclude Contractor/Subcontractors from engaging counsel of its choice, at its sole expense, to associate in the defense of any such Claim.

1.19 Duty of Care

Nothing contained in the OCIP insurance policies, the contract, these contractual provisions, any other contract document, or the Project Insurance Manual shall relieve Contractor/Subcontractor of its obligations to exercise due care in the performance of its duties in connection with the Work and to complete the Work in strict compliance with the contract documents.

NOTE: THE OWNER AND PROGRAM ADMINISTRATOR MUST APPROVE CHANGES TO ANY OCIP REQUIREMENT OR PROCEDURE. NO CONTRACTOR OR SUBCONTRACTOR HAS THE AUTHORITY TO AMEND THE OCIP REQUIREMENTS.

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 DELIVEREY 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/Electrical Engineers 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 New Science 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, High 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: _____
Inspector of Record: _____	

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, High Schools, New Construction, Urban sites, and projects in California, 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: _____
 Inspector of Record: _____

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, High Schools, New Construction, Urban sites, and 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: _____
 Inspector of Record: _____

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, High Schools, New Construction, Urban sites, and projects in California, Projects in similar climate zones, LEED projects 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: _____
 Inspector of Record: _____

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, High Schools, New Construction, Urban sites, and projects in California, LEED projects, 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: _____
 Inspector of Record: _____

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, High Schools, New Construction, Urban sites, and projects in California, Urban sites, Projects with similar topography, 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: _____
 Inspector of Record: _____

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: _____

Submit examples of relevant projects completed within the last ten (10) years or under current contract. **Relevant projects include:** Community Colleges, High Schools, New Construction, Urban sites, and projects in California, projects for Public Agencies, and project with similar features for the firm's discipline. **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: _____
 Inspector of Record: _____

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 DSA

[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 DSA:

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 DSA

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 DSA _____

[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 DSA _____

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 DSA

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 DSA

[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 DSA

[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.

14. 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: _____

15. EXPERIENCE OF WORK COMPLETED WITH DESIGN/BUILD DELIVERY AND/OR TEAMING APPROACH

Provide three (3) examples of projects **completed together by Contractor and Architect of Record** 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.

**16. 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: _____

**16. 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.)

16. 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 sub-clause, 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: _____

**16. 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.

**16. 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 New Science 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.