SAN FRANCISCO COMMUNITY COLLEGE DISTRICT
PRE-QUALIFICATION QUESTIONNAIRE—PERFORMING ARTS CENTER

RESPONSES DUE 5 P.M. JANUARY 5, 2012
SAN FRANCISCO COMMUNITY COLLEGE DISTRICT
COMMUNITY COLLEGE OF SAN FRANCISCO
San Francisco, California

Announcement of Request for Qualifications and Pre-Qualification Procedures
for Bidding on a Request for Proposals for Construction Manager/General Contractor to
Construct a New Performing Arts Center

RESPONSES DUE VIA HAND-DELIVERY BY 5 P.M., JANUARY 5, 2012
(SEE PAGE 2, BELOW FOR PLACE FOR DELIVERY)

San Francisco Community College District, City College of San Francisco, Office of
Facilities Planning & Construction (“District”), seeks to prequalify a pool of Construction
Managers/General Contractors (“CM/GCs”) interested in bidding on the construction, and
management of construction, of a new Performing Arts Center, at the District’s Ocean Avenue
Campus in San Francisco, California (“the Project”).

The Project is a new 99,500 GSF two-story building, located in the Balboa Reservoir
Development along Phelan Avenue, in San Francisco, which will house the Department of Music
and Department of Theater Arts. It will have a 650-seat auditorium, a 150-seat recital hall, a studio
theater, rehearsal rooms, practice rooms, offices, and other support spaces. Estimated project cost is
$75 million. Construction is anticipated to begin in March 2012, and occupancy is planned for Fall
2014.

All CM/GCs wishing to submit proposals in response to the upcoming Request for Proposals
on the Project (“the RFP”) must be pre-qualified prior to submitting proposals by completing the
procedures established in the attached Pre-Qualification Questionnaire.

Prequalification is mandatory. Potential respondents to the upcoming RFP must fully
complete the attached pre-qualification questionnaire, provide all materials requested in the
questionnaire, and be approved by the District to be on the final list of potential respondents who can
submit proposals in response to the RFP. No proposal will be accepted from a CM/GC that has
failed to comply with these requirements. If two or more business entities expect to submit a RFP
proposal as part of a Joint Venture, each entity within the Joint Venture must be separately qualified
to submit a proposal.

Answers to questions contained in the attached questionnaire, information about current
bonding capacity on an aggregate and per project limit, notarized statement from surety, and the
most recent reviewed or audited financial statements, with accompanying notes and supplemental
information, are all required. The District will use these documents in rating CM/GCs’
qualifications to submit RFP proposals. The District reserves the right to check other sources
available. The District’s decision will be based on objective evaluation criteria.

The District reserves the right to adjust, increase, limit, suspend or rescind the
prequalification ratings based on information learned after the initial prequalification determination,
and after giving notice of the proposed action to the CM/GC and an opportunity for a hearing
consistent with the hearing procedures described below for appealing a pre-qualification determination. The District further reserves the right to require verification of qualifications during the RFP process or at or before the time of contract award.

The pre-qualification packages (questionnaire answers, financial statements and other requested material) should be submitted under seal and marked “CONFIDENTIAL” and may be delivered:

- By hand delivery to David Liggett, Director Facilities Planning and Construction, City College of San Francisco, 50 Phelan Avenue, B-606, San Francisco, CA 94112

**Delivery of the entire pre-qualification package is due no later than 5 p.m., Thursday, January 5, 2012.**

The pre-qualification packages submitted by CM/GCs are not public records and are not open to public inspection. All information provided will be kept confidential to the extent permitted by law, although the contents may be disclosed to third parties for the purpose of verification, investigation of substantial allegations, and in the process of an appeal hearing. State law requires that the names of contractors (here, CM/GCs) applying for pre-qualification status shall be public records subject to disclosure, and the first page of the questionnaire will be used for that purpose.

Each questionnaire must be signed under penalty of perjury in the manner designated at the end of the form, by an individual who has the legal authority to bind the CM/GC on whose behalf that person is signing. If any information provided by a CM/GC becomes inaccurate, the CM/GC must immediately notify the District and provide updated accurate information in writing, under penalty of perjury.

The District reserves the right to waive minor irregularities and omissions in the information contained in pre-qualification applications submitted, and to make all final determinations.

A CM/GC who has submitted a completed application form, and who receives a rating of “not qualified” from the District may appeal that determination. There is no appeal from a finding that a CM/GC is not pre-qualified because of a failure to submit required information. A CM/GC may appeal the District’s decision with respect to its request for pre-qualification, and request a hearing, by giving notice to the District via hand-delivery (at the address above) no later than ten business days after receipt of notice of its qualification status. Unless a CM/GC files a timely appeal, the CM/GC waives any and all rights to challenge the qualification decision of the District, whether by administrative process, judicial process or any other legal process or proceeding.

If the CM/GC gives the required notice of appeal and requests a hearing, the hearing shall be conducted so that it is concluded no later than ten business days after the District’s receipt of its Notice of Appeal. The hearing so provided shall be an informal process conducted by a hearing officer or panel to whom the District has delegated responsibility to hear such appeals. At or prior to the hearing, the CM/GC will be advised of the basis for the District’s pre-qualification determination. The CM/GC will be given the opportunity to present information and reasons in
opposition to the pre-qualification determination. At the conclusion of the hearing or no later than one day after completion of the hearing, the District’s hearing officer or panel will render a decision.

The District reserves the right to postpone the prequalification procedures for its own convenience, to withdraw or change the prequalification procedures, and to cancel the procedures entirely at any time without indicating any reason for cancellation.

Delays, withdrawals, changes or cancellations will be posted to the College’s website: www/ccsf.edu/build. Applicants in the prequalification procedure are responsible for apprising themselves of any noticed delays, withdrawals, changes or cancellations. The District will not provide notice of such events directly to individual applicants. The College accepts no financial responsibility for any costs incurred by anyone in responding to this invitation to participate in these prequalification procedures. Submitted prequalification materials become the property of the District. Additional materials submitted will not be returned.

As a function of the prequalification procedures, the District reserves the right to remedy technical errors in the prequalification procedures or materials and to modify the scope or timing of the procedures or materials. Any interpretation of, or change in, the prequalification procedures or materials will be made explicitly, in writing, and shall become part of the attached Prequalification Questionnaire. The District will not be responsible for any other explanation or interpretation.

Direct any questions to dliggett@ccsf.edu
SAN FRANCISCO COMMUNITY COLLEGE DISTRICT’S PREQUALIFICATION QUESTIONNAIRE

CONTACT INFORMATION

Firm Name: ________________________________ Check One: □ Corporation
(as it appears on license) □ Partnership
□ Sole Prop.

Contact Person: ________________________________

Address: ________________________________

Phone: __________________ Fax: ________________

If firm is a sole proprietor or partnership:

Owner(s) of Company ________________________________

Contractor’s License Number(s):

______________________________________________

______________________________________________

______________________________________________

______________________________________________
The term “Contractor” below refers to the entity interested in bidding to be the Construction Manager/General Contractor on the Performing Arts Center Project.

PART I. ESSENTIAL REQUIREMENTS FOR QUALIFICATION

Contractor will be immediately disqualified if the answer to any of questions 1 through 5 is “no.”¹

Contractor will be immediately disqualified if the answer to any of questions 6, 7, 8 or 9 is “yes.”² If the answer to question 8 is “yes,” and if debarment would be the sole reason for denial of pre-qualification, any pre-qualification issued will exclude the debarment period.

1. Contractor possesses a valid and current California Contractor’s license for the project or projects for which it intends to submit a bid.
   ☐ Yes ☐ No

2. Contractor has a liability insurance policy with a policy limit of at least $1,000,000 per occurrence and $2,000,000 aggregate.
   ☐ Yes ☐ No

3. Contractor has current workers’ compensation insurance policy as required by the Labor Code or is legally self-insured pursuant to Labor Code section 3700 et. seq.
   ☐ Yes ☐ No ☐ Contractor is exempt from this requirement, because it has no employees

4. Have you attached your latest copy of a reviewed or audited financial statement with accompanying notes and supplemental information.³
   ☐ Yes ☐ No

NOTE: A financial statement that is not either reviewed or audited is not acceptable.
A letter verifying availability of a line of credit may also be attached; however, it will be

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¹ A “no” answer to Question 4 will not be disqualifying if the contractor is exempt from complying with Question 4, for reasons explained in footnote 3.

² A contractor disqualified solely because of a “Yes” answer given to question 6, 7, or 9 may appeal the disqualification and provide an explanation of the relevant circumstances during the appeal procedure.

³ Public Contract Code § 20101(e) exempts from this requirement a contractor qualified as a small business under Government Code section 14837(d)(1), if the bid is “no more than 25 per cent of the qualifying amount provided in section 14837(d)(1).” As of January 1, 2001, the qualifying amount is $10 million, and 25 per cent of that amount, therefore, is $2.5 million.
considered as supplemental information only, and is not a substitute for the required financial statement.

5. Have you attached a notarized statement from an admitted surety insurer (approved by the California Department of Insurance) and authorized to issue bonds in the State of California, which states: (a) that your current bonding capacity is sufficient for the project for which you seek pre-qualification if you are seeking pre-qualification for a single project; or (if you are seeking pre-qualification valid for a year) (b) your current available bonding capacity? 

☐ Yes ☐ No

NOTE 1: Notarized statement must be from the surety company, not an agent or broker.

NOTE 2: Samples of the Construction Performance Bond and Labor and Material Payment Bond the District contemplates using are attached as Attachment “A” to this Pre-Qualification Questionnaire.

6. Has your contractor’s license been revoked at any time in the last five years?

☐ Yes ☐ No

7. Has a surety firm completed a contract on your behalf, or paid for completion because your firm was default terminated by the project owner within the last five (5) years?

☐ Yes ☐ No

8. At the time of submitting this pre-qualification form, is your firm ineligible to bid on or be awarded a public works contract, or perform as a subcontractor on a public works contract, pursuant to either Labor Code section 1777.1 or Labor Code section 1777.7?

☐ Yes ☐ No

If the answer is “Yes,” state the beginning and ending dates of the period of debarment:


9. At any time during the last five years, has your firm, or any of its owners or officers been convicted of a crime involving the awarding of a contract of a government construction project, or the bidding or performance of a government contract?

☐ Yes ☐ No

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4 An additional notarized statement from the surety may be requested by the District at the time of submission of an RFP proposal, if this pre-qualification package is submitted more than 60 days before submission of the proposal.
PART II. ORGANIZATION, HISTORY, ORGANIZATIONAL PERFORMANCE, COMPLIANCE WITH CIVIL AND CRIMINAL LAWS

A. Current Organization and Structure of the Business

For Firms That Are Corporations:

1a. Date incorporated: 

1b. Under the laws of what state: 

1c. Provide all the following information for each person who is either (a) an officer of the corporation (president, vice president, secretary, treasurer), or (b) the owner of at least ten per cent of the corporation’s stock.

<table>
<thead>
<tr>
<th>Name</th>
<th>Position</th>
<th>Years with Co.</th>
<th>% Ownership</th>
<th>Social Security #</th>
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1d. Identify every construction firm that any person listed above has been associated with (as owner, general partner, limited partner or officer) at any time during the last five years.

NOTE: For this question, “owner” and “partner” refer to ownership of ten per cent or more of the business, or 10 per cent or more of its stock, if the business is a corporation.

<table>
<thead>
<tr>
<th>Person’s Name</th>
<th>Construction Firm</th>
<th>Dates of Person’s Participation with Firm</th>
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For Firms That Are Partnerships:

1a. Date of formation: 

1b. Under the laws of what state: 

1c. Provide all the following information for each partner who owns 10 per cent or more of the firm.

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<thead>
<tr>
<th>Name</th>
<th>Position</th>
<th>Years with Co.</th>
<th>% Ownership</th>
<th>Social Security #</th>
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1d. Identify every construction company that any partner has been associated with (as owner, general partner, limited partner or officer) at any time during the last five years.

<table>
<thead>
<tr>
<th>Person’s Name</th>
<th>Construction Firm</th>
<th>Dates of Person’s Participation with Firm</th>
</tr>
</thead>
</table>
NOTE: For this question, “owner” and “partner” refer to ownership of ten per cent or more of the business, or, if a corporation, ten per cent or more of its stock.

<table>
<thead>
<tr>
<th>Person’s Name</th>
<th>Construction Company</th>
<th>Dates of Person’s Participation with Company</th>
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For Firms That Are Sole Proprietorships:

1a. Date of commencement of business. ____________
1b. Social security number of company owner. ____________
1c. Identify every construction firm that the business owner has been associated with (as owner, general partner, limited partner or officer) at any time during the last five years.

NOTE: For this question, “owner” and “partner” refer to ownership of ten per cent or more of the business, or ten per cent or more of its stock, if the business is a corporation.

<table>
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<th>Person’s Name</th>
<th>Construction Company</th>
<th>Dates of Person’s Participation with Company</th>
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For Firms That Intend to Make a Bid as Part of a Joint Venture:

1a. Date of commencement of joint venture. ____________
1b. Provide all of the following information for each firm that is a member of the joint venture that expects to bid on one or more projects:

<table>
<thead>
<tr>
<th>Name of firm</th>
<th>% Ownership of Joint Venture</th>
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B. History of the Business and Organizational Performance

2. Has there been any change in ownership of the firm at any time during the last three years?
NOTE: A corporation whose shares are publicly traded is not required to answer this question.

☐ Yes ☐ No

If “yes,” explain on a separate signed page.

3. Is the firm a subsidiary, parent, holding company or affiliate of another construction firm?
NOTE: Include information about other firms if one firm owns 50 per cent or more of another, or if an owner, partner, or officer of your firm holds a similar position in another firm.

☐ Yes  ☐ No
If “yes,” explain on a separate signed page.

4. Are any corporate officers, partners or owners connected to any other construction firms.

NOTE: Include information about other firms if an owner, partner, or officer of your firm holds a similar position in another firm.

☐ Yes  ☐ No
If “yes,” explain on a separate signed page.

5. State your firm’s gross revenues for each of the last three years:

________________________  ______________________  ______________________

6. How many years has your organization been in business in California as a contractor under your present business name and license number? _______ years

7. Is your firm currently the debtor in a bankruptcy case?

☐ Yes  ☐ No
If “yes,” please attach a copy of the bankruptcy petition, showing the case number, and the date on which the petition was filed.

8. Was your firm in bankruptcy at any time during the last five years? (This question refers only to a bankruptcy action that was not described in answer to question 7, above)

☐ Yes  ☐ No

If “yes,” please attach a copy of the bankruptcy petition, showing the case number and the date on which the petition was filed, and a copy of the Bankruptcy Court’s discharge order, or of any other document that ended the case, if no discharge order was issued.

Licenses

9. List all California construction license numbers, classifications and expiration dates of the California contractor licenses held by your firm:

________________________________________________________________________

________________________________________________________________________

10. If any of your firm’s license(s) are held in the name of a corporation or partnership, list below the names of the qualifying individual(s) listed on the CSLB records who meet(s) the experience and examination requirements for each license.

________________________________________________________________________

________________________________________________________________________
11. Has your firm changed names or license number in the past five years?
   ☐ Yes ☐ No
   If “yes,” explain on a separate signed page, including the reason for the change.

12. Has any owner, partner or (for corporations:) officer of your firm operated a construction firm under any other name in the last five years?
   ☐ Yes ☐ No
   If “yes,” explain on a separate signed page, including the reason for the change.

13. Has any CSLB license held by your firm or its Responsible Managing Employee (RME) or Responsible Managing Officer (RMO) been suspended within the last five years?
   ☐ Yes ☐ No
   If “yes,” please explain on a separate signed sheet.

**Disputes**

14. At any time in the last five years has your firm been assessed and paid liquidated damages after completion of a project under a construction contract with either a public or private owner?
   ☐ Yes ☐ No
   If yes, explain on a separate signed page, identifying all such projects by owner, owner’s address, the date of completion of the project, amount of liquidated damages assessed and all other information necessary to fully explain the assessment of liquidated damages.

15. In the last five years has your firm, or any firm with which any of your company’s owners, officers or partners was associated, been debarred, disqualified, removed or otherwise prevented from bidding on, or completing, any government agency or public works project for any reason?
   ☐ Yes ☐ No
   If “yes,” explain on a separate signed page. State whether the firm involved was the firm applying for pre-qualification here or another firm. Identify by name of the company, the name of the person within your firm who was associated with that company, the year of the event, the owner of the project, the project and the basis for the action.

16. In the last five years has your firm been denied an award of a public works contract based on a finding by a public agency that your company was not a responsible bidder?
   ☐ Yes ☐ No
   If “yes,” explain on a separate signed page. Identify the year of the event, the owner, the project and the basis for the finding by the public agency.

* * * * *
NOTE: The following two questions refer only to disputes between your firm and the owner of a project. You need not include information about disputes between your firm and a supplier, another contractor, or subcontractor. You need not include information about “pass-through” disputes in which the actual dispute is between a sub-contractor and a project owner. Also, you may omit reference to all disputes about amounts of less than $50,000.

17. In the past five years has any claim against your firm concerning your firm’s work on a construction project been filed in court or arbitration?
   □ Yes     □ No
   If “yes,” on separate signed sheets of paper identify the claim(s) by providing the project name, date of the claim, name of the claimant, a brief description of the nature of the claim, the court in which the case was filed and a brief description of the status of the claim (pending or, if resolved, a brief description of the resolution).

18. In the past five years has your firm made any claim against a project owner concerning work on a project or payment for a contract and filed that claim in court or arbitration?
   □ Yes     □ No
   If “yes,” on separate signed sheets of paper identify the claim by providing the project name, date of the claim, name of the entity (or entities) against whom the claim was filed, a brief description of the nature of the claim, the court in which the case was filed and a brief description of the status of the claim (pending, or if resolved, a brief description of the resolution).

* * * * *

19. At any time during the past five years, has any surety company made any payments on your firm’s behalf as a result of a default, to satisfy any claims made against a performance or payment bond issued on your firm’s behalf, in connection with a construction project, either public or private?
   □ Yes     □ No
   If “yes,” explain on a separate signed page the amount of each such claim, the name and telephone number of the claimant, the date of the claim, the grounds for the claim, the present status of the claim, the date of resolution of such claim if resolved, the method by which such was resolved if resolved, the nature of the resolution and the amount, if any, at which the claim was resolved.

20. In the last five years has any insurance carrier, for any form of insurance, refused to renew the insurance policy for your firm?
   □ Yes     □ No
   If “yes,” explain on a separate signed page. Name the insurance carrier, the form of insurance and the year of the refusal.
Criminal Matters and Related Civil Suits

21. Has your firm or any of its owners, officers or partners ever been found liable in a civil suit or found guilty in a criminal action for making any false claim or material misrepresentation to any public agency or entity?
   □ Yes   □ No
   If “yes,” explain on a separate signed page, including identifying who was involved, the name of the public agency, the date of the investigation and the grounds for the finding.

22. Has your firm or any of its owners, officers or partners ever been convicted of a crime involving any federal, state, or local law related to construction?
   □ Yes   □ No
   If “yes,” explain on a separate signed page, including identifying who was involved, the name of the public agency, the date of the conviction and the grounds for the conviction.

23. Has your firm or any of its owners, officers or partners ever been convicted of a federal or state crime of fraud, theft, or any other act of dishonesty?
   □ Yes   □ No
   If “yes,” identify on a separate signed page the person or persons convicted, the court (the county if a state court, the district or location of the federal court), the year and the criminal conduct.

Bonding

24. Bonding capacity: Provide documentation from your surety identifying the following:

Name of bonding company/surety: __________________________________________

Name of surety agent, address and telephone number:

______________________________________________________

25. If your firm was required to pay a premium of more than one per cent for a performance and payment bond on any project(s) on which your firm worked at any time during the last three years, state the percentage that your firm was required to pay. You may provide an explanation for a percentage rate higher than one per cent, if you wish to do so.

______________________________________________________

26. List all other sureties (name and full address) that have written bonds for your firm during the last five years, including the dates during which each wrote the bonds:

______________________________________________________

______________________________________________________
27. During the last five years, has your firm ever been denied bond coverage by a surety company, or has there ever been a period of time when your firm had no surety bond in place during a public construction project when one was required?
   □ Yes   □ No
   If yes, provide details on a separate signed sheet indicating the date when your firm was denied coverage and the name of the company or companies which denied coverage; and the period during which you had no surety bond in place.

C. Compliance with Occupational Safety and Health Laws and with Other Labor Legislation Safety

28. Has CAL OSHA cited and assessed penalties against your firm for any “serious,” “willful” or “repeat” violations of its safety or health regulations in the past five years?

   NOTE: If you have filed an appeal of a citation, and the Occupational Safety and Health Appeals Board has not yet ruled on your appeal, you need not include information about it.
   □ Yes   □ No
   If “yes,” attached a separate signed page describing the citations, including information about the dates of the citations, the nature of the violation, the project on which the citation(s) was or were issued, the amount of penalty paid, if any. If the citation was appealed to the Occupational Safety and Health Appeals Board and a decision has been issued, state the case number and the date of the decision.

29. Has the federal Occupational Safety and Health Administration cited and assessed penalties against your firm in the past five years?

   NOTE: If you have filed an appeal of a citation and the Appeals Board has not yet ruled on your appeal, or if there is a court appeal pending, you need not include information about the citation.
   □ Yes   □ No
   If “yes,” attach a separate signed page describing each citation.

30. Has the EPA or any Air Quality Management District or any Regional Water Quality Control Board cited and assessed penalties against either your firm or the owner of a project on which your firm was the contractor, in the past five years?

   NOTE: If you have filed an appeal of a citation and the Appeals Board has not yet ruled on your appeal, or if there is a court appeal pending, you need not include information about the citation.
   □ Yes   □ No
   If “yes,” attach a separate signed page describing each citation.
31. How often do you require documented safety meetings to be held for construction employees and field supervisors during the course of a project?

32. List your firm’s Experience Modification Rate (EMR) (California workers’ compensation insurance) for each of the past three premium years:

**NOTE:** An Experience Modification Rate is issued to your firm annually by your workers’ compensation insurance carrier.

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.

33. Within the last five years has there ever been a period when your firm had employees but was without workers’ compensation insurance or state-approved self-insurance?

☐ Yes    ☐ No

If “yes,” please explain the reason for the absence of workers’ compensation insurance on a separate signed page. If “No,” please provide a statement by your current workers’ compensation insurance carrier that verifies periods of workers’ compensation insurance coverage for the last five years. (If your firm has been in the construction business for less than five years, provide a statement by your workers’ compensation insurance carrier verifying continuous workers’ compensation insurance coverage for the period that your firm has been in the construction business.)

**Prevailing Wage and Apprenticeship Compliance Record**

34. 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?

☐ Yes    ☐ No

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.

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.
35. 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.

36. Intentionally left blank.

37. Intentionally left blank.

38. 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?
   NOTE: You may omit reference to any incident that occurred prior to January 1, 2010, if the violation was by a subcontractor and your firm, as general contractor on a project, had no knowledge of the subcontractor’s violation at the time they occurred.
   □ Yes    □ No
   If “yes,” provide the date(s) of such findings, and attach copies of the Department’s final decision(s).

PART III. RECENT CONSTRUCTION PROJECTS COMPLETED

39. Contractor shall provide information about its six most recently completed public works projects and its three largest completed private projects within the last three years. Names and references must be current and verifiable. Use separate sheets of paper that contain all of the following information:

   Project Name: __________________________________________

   Location: __________________________________________

   Owner: __________________________________________

   Owner Contact (name and current phone number):

   __________________________________

   __________________________________

   5 If Contractor has worked on projects that are similar to the District’s Performing Arts Center project, use this same format to provide the same information about those projects.
Architect or Engineer: __________________________________________

Architect or Engineer Contact (name and current phone number):

_____________________________________

_____________________________________

Construction Manager (name and current phone number):

_____________________________________

_____________________________________

Project Manager (name and current phone number):

_____________________________________

_____________________________________

Superintendent (name and current phone number):

_____________________________________

_____________________________________

Description of Project, Scope of Work Performed:

_____________________________________

_____________________________________

Total Value of Construction (including change orders): ________________

Total Change Order Amount: ________________

Did Change Orders Exceed 10% of original contract sum? If yes, please explain on a separate sheet.

Original Scheduled Completion Date: _____________________________

Time Extensions Granted (number of days): _______________________

Actual Date of Completion: _______________________________
Number of Stop Notices filed by Subcontractors or Suppliers: __________

40. In the preconstruction phase of this Project, the Construction Manager/General Contractor (“CM/GC”) will work cooperatively with the District to prepare bid-packages to use for competitively bidding the contracts for the trades on the Project. During the preconstruction phase, the CM/GC will perform estimating services for each of the trade-work bid packages and for the entire Project. Also during the preconstruction phase, the CM/GC will work cooperatively with the design team, and provide constructability review and value engineering. After the trade contracts are awarded by the District, those contracts will be assigned to the CM/GC, and the trade contractors will become the CM/GC’s subcontractors on the Project. Once the trade contracts are assigned to the CM/GC, there will be a limited change-order right for changes that could have been prevented by proper performance of the CM/GC’s preconstruction services.

A more detailed summary of the CM/GC’s preconstruction phase services is included in Attachment “B,” attached to this prequalification package.

Contractor shall provide the three most recently completed projects where Contractor provided preconstruction-phase services similar to those identified above and described in more detail in Attachment “B,” hereto. Names and references must be current and verifiable. Use separate sheets of paper that contain all of the following information:

Project Name: __________________________________________

Location: __________________________________________

Owner: __________________________________________

Owner Contact (name and current phone number):

________________________________________

________________________________________

Architect or Engineer: __________________________________________

Architect or Engineer Contact (name and current phone number):

________________________________________

________________________________________

Project Manager (name and current phone number):

________________________________________
Superintendent (name and current phone number):

Description of Project, Scope of Work Performed, including detailed description of all Preconstruction Phase Work, Terms and Requirements similar to the Preconstruction Work, Terms and Requirements that will be part of this Project, as described above (in the first paragraph of this Question #40) and as described below, in Attachment “B,” attached hereto:

Similarity of prior pre-construction experience will be an important factors in determining Contractor’s qualifications for the District’s CM/GC work on this Project.
Detailed descriptions of similar prior work should be set forth on separate sheets of paper, for each Project.

Total Value of Construction (including change orders): ______________

Total Change Order Amount: ______________

Did Change Orders Exceed 10% of original contract sum? If yes, please explain on a separate sheet.

Was the Change Order right on the Project limited for changes that could have been prevented by proper performance of the CM/GC’s preconstruction services? If yes, did Contractor request Change Orders that Exceeded 10% of original sum of contract?

Original Scheduled Completion Date: __________________________

Time Extensions Granted (number of days): ______________________

Actual Date of Completion: ________________________________

Number of Stop Notices filed by Subcontractors or Suppliers: _______

41. If not already provided in response to Question 39 above (see Question 39 and footnote five, above), Contractor shall describe its specific experience with large Performing Arts Center projects, including experience with specialized acoustic and sound- and noise-control features in such projects.

42. Contractor shall describe its specific contracting and construction experience on Projects governed by Division of State Architect.
43. Contractor shall describe any unique management processes or abilities that Contractor can bring to the project. Describe management methods and systems proposed to ensure that projects are executed successfully, on time and on budget.

44. Contractor shall describe its specific experience with construction of USGBC LEED certified buildings.

* * * * *

I, the undersigned, certify and declare that I have read all the foregoing answers to this prequalification questionnaire and know their contents. The matters stated in the questionnaire answers are true of my own knowledge and belief, except as to those matters stated on information and belief, and as to those matters I believe them to be true. I declare under penalty of perjury under the laws of the State of California, that the foregoing is correct.

Dated: ____________________________

(Name and Title)
ATTACHMENT “A”
Samples of Document 00610 (Construction Performance Bond)
and Document 00620 (Labor and Material Payment Bond)

Sample DOCUMENT 00610
Construction Performance Bond

(TO BE COMPLETED BY THE SUCCESSFUL BIDDER)

KNOW ALL PERSONS BY THESE PRESENTS:

1.01 THAT WHEREAS, the SAN FRANCISCO COMMUNITY COLLEGE DISTRICT (“Owner”), a Community College District established under the laws of the State of California, has awarded to (Name of Contractor) as Principal Contract Number _____ dated the _____ day of _____________, 20___ (the “Contract”), titled THE ______ PROJECT in the amount of $_________, which Contract is by this reference made a part hereof, for the work of the following Contract:

(Describe Contract Work)

1.02 AND WHEREAS, Principal is required to furnish a bond in connection with the Contract, guaranteeing the faithful performance thereof;

1.03 NOW, THEREFORE, we, the undersigned Principal and (Name of Surety) as Surety are held and firmly bound unto Owner in the sum of 100% OF THE CONTRACT PRICE to be paid to Owner or its successors and assigns; for which payment, well and truly to be made, we bind ourselves, our heirs, executors, administrators, successors, and assigns, jointly and severally, firmly by these presents.

1.04 THE CONDITION OF THIS OBLIGATION IS SUCH, that if Principal, or its heirs, executors, administrators, successors, or assigns approved by Owner, shall promptly and faithfully perform the covenants, conditions, and agreements of the Contract during the original term and any extensions thereof as may be granted by Owner, with or without notice to Surety, and during the period of any guarantees or warranties required under the Contract, and shall also promptly and faithfully perform all the covenants, conditions, and agreements of any alteration of the Contract made as therein provided, notice of which alterations to Surety being hereby waived, on Principal's part to be kept and performed at the time and in the manner therein specified, and in all respects according to their true intent and meaning, and shall indemnify, defend, protect, and hold harmless Owner as stipulated in the Contract, then this obligation shall become and be null and void; otherwise it shall be and remain in full force and effect.

1.05 No extension of time, change, alteration, modification, or addition to the Contract, or of the work required thereunder, or work or actions by Owner to mitigate the damages resulting from any breach in performance by Contractor, shall release or exonerate Surety on this bond or in any way affect the obligation of this bond; and Surety does hereby waive notice of any such extension of time, change, alteration, modification, or addition.

1.06 Whenever Principal shall be and declared by Owner in default under the Contract, Surety shall promptly remedy the default, or shall promptly, and in no event later than thirty (30) days from notice:

A. Undertake through its agents or independent contractors (but having qualifications and experience reasonably acceptable to Owner), to complete the Contract in accordance with its terms and
conditions and to pay and perform all obligations of Principal under the Contract, including without limitation, all obligations with respect to warranties, guarantees, indemnities, and the payment of liquidated damages; or

B. Obtain a bid or bids for completing the Contract in accordance with its terms and conditions, and, upon determination by Owner of the lowest responsible bidder, arrange for a contract between such bidder and Owner and make available as work progresses (even though there should be a default or a succession of defaults under the contract or contracts of completion arranged under this paragraph) sufficient funds to pay the cost of completion less the balance of the Contract Sum, and to pay and perform all obligations of Principal under the Contract, including, without limitation, all obligations with respect to warranties, guarantees, and the payment of liquidated damages; but, in any event, Surety’s total obligations hereunder shall not exceed the amount set forth in the third paragraph hereof. The term “balance of the Contract Sum,” as used in this paragraph, shall mean the total amount payable by Owner to the Principal under the Contract and any amendments thereto, less the amount paid by Owner to Principal.

1.07 Surety’s obligations hereunder are independent of the obligations of any other surety for the performance of the Contract, and suit may be brought against Surety and such other sureties, jointly and severally, or against any one or more of them, or against less than all of them without impairing Owner’s rights against the others.

1.08 Surety may not use Contractor to complete the Contract absent Owner’s Consent. Owner shall have the right in its sole discretion to continue the work of the Contract, as necessary following a default and/or termination, as necessary to prevent risks of personal injury, property damage or delay to the Project.

1.09 No right of action shall accrue on this bond to or for the use of any person or corporation other than Owner or its successors or assigns.

1.10 Surety shall join in any proceedings brought under the Contract upon Owner’s demand, and shall be bound by any judgment.

1.11 Correspondence or claims relating to this bond shall be sent to Surety at the address set forth below.

IN WITNESS WHEREOF, we have hereunto set our hands this ________ day of __________, 20____.

CONTRACTOR AS PRINCIPAL
Company: (Corp. Seal)
Signature: ________________________________
Name and Title: ___________________________
Address: ________________________________

SURETY
Company: (Corp. Seal)
Signature: ________________________________
Name and Title: ___________________________
Address: ________________________________

END OF DOCUMENT
CONSTRUCTION LABOR AND MATERIAL PAYMENT BOND

Sample DOCUMENT 00620
(TO BE COMPLETED BY THE SUCCESSFUL BIDDER)

KNOW ALL PERSONS BY THESE PRESENTS:

1.01 THAT WHEREAS, the SAN FRANCISCO COMMUNITY COLLEGE DISTRICT (“Owner”), a Community College District established under the laws of the State of California, has awarded to (Name of Contractor) as Principal Contract Number ____________ dated the ___ day of ____________, 20___ (the “Contract”), titled THE ______________________ PROJECT in the amount of $____________, which Contract is by this reference made a part hereof, for the work of the following Contract:

(Describe Contract Work)

________________________________________________________________________

A. AND WHEREAS, Principal is required to furnish a bond in connection with the Contract to secure the payment of claims of laborers, mechanics, material suppliers, and other persons as provided by law;

B. NOW, THEREFORE, we, the undersigned Principal and (Name of Surety) ________________, as Surety, are held and firmly bound unto Owner in the sum of 100% OF THE CONTRACT PRICE ($__________), for which payment well and truly to be made we bind ourselves, our heirs, executors, administrators, successors, and assigns, jointly and severally, firmly by these presents.

C. THE CONDITION OF THIS OBLIGATION IS SUCH, that if Principal, or its executors, administrators, successors, or assigns approved by Owner, or its subcontractors shall fail to pay any of the persons named in California Civil Code §3181, or amounts due under the State of California Unemployment Insurance Code with respect to work or labor performed under the Contract, or for any amounts required to be deducted, withheld, and paid over to the State of California Employment Development Department from the wages of employees of Principal and subcontractors pursuant to Section 13020 of the State of California Unemployment Insurance Code with respect to such work and labor, that Surety will pay for the same in an amount not exceeding the sum specified in this bond, plus reasonable attorneys’ fees, otherwise the above obligation shall become and be null and void.

D. This bond shall inure to the benefit of any of the persons named in California Civil Code §3181, as to give a right of action to such persons or their assigns in any suit brought upon this bond. The intent of this bond is to comply with the California Mechanic’s Lien Law.

E. Surety, for value received, hereby expressly agrees that no extension of time, change, modification, alteration, or addition to the undertakings, covenants, terms, conditions, and agreements of the Contract, or to the work to be performed thereunder, shall in any way affect the obligation of this bond; and it does hereby waive notice of any such extension of time, change, modification, alteration, or addition to the undertakings, covenants, terms, conditions, and agreements of the Contract, or to the work to be performed thereunder.

F. Surety’s obligations hereunder are independent of the obligations of any other surety for the payment of claims of laborers, mechanics, material suppliers, and other persons in connection with Contract; and suit may be brought against Surety and such other sureties, jointly and severally, or against any one or more of them, or against less than all of them without impairing Owner’s rights against the other.

G. Correspondence or claims relating to this bond shall be sent to Surety at the address set forth below.
IN WITNESS WHEREOF, we have hereunto set our hands this _ day of ____________, 20____.

CONTRACTOR AS PRINCIPAL

Company: (Corp. Seal)

__________________________________________
Signature

__________________________________________
Name

__________________________________________
Title

__________________________________________
Street Address

__________________________________________
City, State, Zip Code

SURETY

Company: (Corp. Seal)

__________________________________________
Signature

__________________________________________
Name

__________________________________________
Title

__________________________________________
Street Address

__________________________________________
City, State, Zip Code

END OF DOCUMENT
ATTACHMENT “B”

Description of CM/GC Services

The CM/GC will provide the following specific services and other services as necessary to meet the project goals.

1. Gather information and develop a project management plan. Meet with District and its Project Team including District representatives, and architect to identify information, goals and constraints. Develop a project strategy and proposed project management plan to meet the project goals, working around constraints. Review the proposed plan with the District and its representatives and based on their feedback, finalize the plan.

2. Attend project meetings. Attend regular meetings, regularly scheduled and special meetings and provide input.

3. Review plans and specifications. Once during the pre-bid phase review the plans and specifications for constructability. Once during the pre-bid phase review the plans and specifications for value engineering opportunities to save cost or time. The review process will include a site verification to see that existing conditions are correctly addressed in the plans and specifications. The purpose of this review is to avoid later clarifications and changes during construction, to improve the function of the project and to save time and cost. Provide a written list of suggested improvements to plans and specifications to the project team and monitor later documents to see that agreed on changes are incorporated into the plans and specifications. If not notify the project team in writing and take appropriate actions to resolve any comments the CM/GC believes should be incorporated or otherwise addressed.

4. Value engineering. Value engineering means the least cost way to achieve a function in the project design. During the review of plans and specifications, list suggestions for cost savings or value engineering. Discuss these with the project team, reach agreement on those to be adopted and see that they are incorporated in later plans and specifications.

5. Cost estimating. Once during the pre-bid phase provide an independent cost estimate. The purpose of the cost estimate is to validate the architect’s estimate and to see that the project is meeting its budget target. Prepare a listing of all bid packages and estimated construction cost. The purpose of the listing is to receive California State Chancellors office approval of bid packages and estimates to gain State approval to proceed to bid. Resolve and variance between estimates. Should the estimate indicate that the project is over budget, perform value engineering as required in that task to bring the project within budget. As part of the cost estimate, provide District a detailed estimate for all CM/GC work during construction to include the fixed fee, general conditions, contingency and any other items.

6. Bid packaging. Develop a strategy for packaging the construction work into bid packages. Submit for District approval then carry out this packaging, working with the Architect to finalize the plans and
specification to receive separate bids for the work. Work with the District to obtain pre-approval of all bid packages and estimates from the California State Chancellors Office.

7. Scheduling, phasing and work sequencing. Working with the project team, develop a plan for scheduling and sequencing work on existing sites to minimize impact on District operations yet completing construction as quickly as possible. Address timing and coordination of different phases of construction, contractor work and storage areas, traffic control, access, utility outages, school moves, temporary housing and other elements. Submit the schedule and plan for District approval.

8. Bid management. Solicit interest from potential bidders before and after developing the bid packaging. Incorporate this market feedback into the bid packaging strategy. Continue to solicit interest from qualified bidders during the bid period and assist District in qualifying bidders, advertising, conducting pre-bid conferences, receiving and awarding bids.