NOTICE TO GENERAL BUILDING CONTRACTORS

FOR

PRE-QUALIFICATION OF CONTRACTORS SEEKING TO BID ON PUBLIC WORKS PROJECT

CLAYBANK ADULT DETENTION FACILITY PROJECT
FAIRFIELD, SOLANO COUNTY, CALIFORNIA

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APPLICATION FOR PREQUALIFICATION OF GENERAL BUILDING CONTRACTORS

TO BID ON A PUBLIC WORKS PROJECT

CLAYBANK ADULT DETENTION FACILITY PROJECT

COUNTY OF SOLANO
2500 CLAY BANK ROAD
FAIRFIELD, SOLANO COUNTY, CALIFORNIA

COUNTY OF SOLANO
DEPARTMENT OF GENERAL SERVICES
DIVISION OF ARCHITECTURAL SERVICES
675 TEXAS STREET, SUITE 2500
FAIRIFELD, CALIFORNIA

The following Application for Prequalification (AFP) document is distributed with the intent to pre-qualify general contractors for construction of the Claybank Adult Detention Facility Project (Project). A new state-of-the-art, podular, 362-bed adult detention facility located at 2500 Claybank Road in Fairfield, California to be specifically used for the housing of individuals who are post-arraignment and pre-sentenced. The facility will consist of podular maximum security housing units operated by a central control. The facility will utilize modern electronic security systems that will optimize security while minimizing staffing requirements. The facility will offer more convenience to the public, as well as the inmates, through the use of video visitation and up-to-date telecommunication systems. The facility includes all ancillary support systems, including laundry facilities, an administrative services area, and a secure sally port with an intake and processing area. The Project will be administered under a Project Labor Agreement (PLA) between the County of Solano, the Napa-Solano Building Trades Council and applicable trades. A copy of the PLA is attached as Exhibit A. The Project is primarily funded under the State's AB900 Local Adult Detention Facility Program. Your firm is invited to review the AFP and respond to all items. Your responses will enable the County of Solano to pre-select general building contractors to bid on the Project based on experience and qualifications. Upon receipt, the AFP will be opened and evaluated by the County, resulting in a list of general contractors deemed qualified to bid the Project.

Please complete all parts of this application and return one (1) original with attachments and ten (10) copies with attachments in a sealed envelope marked "CONFIDENTIAL" to:

Michael Egge, URS Corporation
c/o County of Solano, Department of General Services
Division of Architectural Services
675 Texas Street, Suite 2500
Fairfield, California 94533

Applications for Prequalification are DUE December 22, 2011. No fax or e-mail copies will be accepted. Submittals received after the specified time and date will not be considered and will be returned unopened to the sender. **THIS SUBMISSION DEADLINE WILL BE STRICTLY ENFORCED.** Contractors are encouraged to submit pre-qualification packages as soon as possible, so that they may be notified of omissions of information to be remedied or of their pre-qualification status well in advance of the bid advertisement for this project.

A mandatory Pre-Submittal Conference for General Contractors will take place on November 29, 2011, 1:30pm at the Claybank Adult Detention Facility site. Interested parties should convene at the Sheriff's Office Training Trailer, gray colored portable building as you turn left at the circle entrance to the existing Detention Facility. Parking is available in the parking lot adjacent to the Training Trailer. This meeting will include a presentation of the Project, allow for questions regarding the Project scope, and the Application for Prequalification process. All general building contractors intending to bid this Project are encouraged to attend this informational meeting.

1. GENERAL INSTRUCTIONS AND INFORMATION

A. GENERAL INFORMATION

A current California contractor's license is required to bid the Project: **B**

This Prequalification to bid the **Claybank Adult Detention Facility Project,** located at **2500 Clay Bank Road, Fairfield, California,** is required regardless of and in addition to any prequalification for County of Solano work which a general contractor may already have on file.

Prequalification by County of Solano, for this Project shall remain valid until the contract for construction is awarded or until responding firms are notified in writing by the County in the unexpected event that no construction contract is awarded. It is mandatory that all Contractors who intend to submit a bid fully complete the pre-qualification questionnaire, provide all materials requested, and be approved by Solano County to be on the final qualified Bidders list. No bid will be accepted from a Contractor that has failed to comply with these requirements**.** If two or more business entities submit a bid as part of a Joint Venture, or expect to submit a bid as part of a Joint Venture, each entity within the Joint Venture must be separately qualified to bid.

NOTES:

1. Each partner of joint venture proposals must individually meet the conditions of General Contractor's Evaluation Form, Contractor's License has not been suspended, put on probation or revoked at any time in the last five (5) years.
2. Limited Liability Corporations (LLC) will be required to comply with a Guaranty of Obligations.

Answers to questions contained in the attached questionnaire, information about current bonding capacity, notarized statement from surety, and the most recent reviewed or audited financial statements, with accompanying notes and supplemental information are required. Solano County will use these documents as the basis of rating Contractors in respect to the size and scope of contracts upon which each Contractor is qualified to bid. Solano County reserves the right to check other sources available. Solano County's decision will be based on objective evaluation criteria.

Solano County reserves the right to adjust, increase, limit, suspend or rescind the pre-qualification rating based on subsequently learned information. Contractors whose rating changes sufficient to disqualify them will be notified, and given an opportunity for a hearing consistent with the hearing procedures described below for appealing a pre-qualification rating.

While it is the intent of the pre-qualification questionnaire and required documents to assist Solano County in determining bidder responsibility prior to bid and to aid Solano County in selecting the lowest responsible bidder, neither the fact of pre-qualification, nor any pre-qualification rating, will preclude Solano County from a post-bid consideration and determination of whether a bidder has the quality, fitness, capacity and experience to satisfactorily perform the proposed work, and has demonstrated the requisite trustworthiness to be awarded a contract pursuant to California Public Contract Code.

B. Data Required

All portions of Application for Prequalification Parts I through VI, should be completed, with additional information attached if the space provided does not suffice. Failure to include the information called for may result in disqualification. It is essential that construction experience of the general contractor be demonstrated, as such experience is considered in establishing prequalification.

NOTE: The pre-qualification packages (questionnaire answers and financial statements) submitted by Contractors are not public records and are not open to public inspection. All information provided will be kept confidential to the extent permitted by law. However, the contents may be disclosed to third parties for purpose of verification, or investigation of substantial allegations, or in the appeal hearing. State law requires that the names of contractors 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 Contractor on whose behalf that person is signing. If any information provided by a Contractor becomes inaccurate, the Contractor must immediately notify Solano County and provide updated accurate information in writing, under penalty of perjury.

Solano County reserves the right to waive minor irregularities and omissions in the information contained in the pre-qualification application submitted, to make all final determinations, and to determine at any time that the pre-qualification procedures will not be applied to a specific future public works project.

Contractors shall submit pre-qualification packages during regular working hours on any day that the offices of Solano County are open up to the deadline of 5:00 PM, local time**, December 22, 2011**.

Solano County may refuse to grant pre-qualification where the requested information and materials are not provided by the submittal deadline. There is no appeal from a refusal for an incomplete or late application. The closing time for bids will not be changed in order to accommodate supplementation of incomplete submissions, or late submissions.

C. Current Financial Information

General Contractor shall provide a complete financial statement indicating organization's financial condition. Financial statements provided by general contractors shall not be older than six (6) months prior to the date of filing this Prequalification Application. The financial statements are to be reviewed and audited, and submitted with any accompanying notes and supplemental information. The County of Solano reserves the right to reject financial statements in which the financial condition reported is of a date six (6) months or more prior to the date of filing.

D. Accountant's Certificate

The certificate of a Certified Public Accountant (CPA) is required. A suggested form of certificate is included which may be used if applicable. However, the County will accept a submission from the CPA in their own words, including such qualifications as may be necessary in view of the scope of this assignment, provided that such qualifications shall not be so extensive as to nullify the value of the statement or its usefulness to the County of Solano. Certificate shall be signed and shall indicate license/certificate number.

Bearing in mind that working capital is an important factor in determining the prequalification of the general contractor, the accountant will perform a valuable service for their client and at the same time assist the County, if they will furnish, by supplemental schedules or as part of their certificate, any information not specifically called for by the statement which in their opinion might be taken into consideration.

In the event that the general contractor's job income and expenditures are accounted on a completed contract basis and the balance sheet includes an item reflecting the excess of costs to date over billings to date, or vice versa, the elements of "Accumulated Costs" and "Billings to Date" must be shown in support of the balance sheet item.

E. Affidavits

The appropriate affidavit must be completely executed or the statement will be disqualified.

F. Questions

General Contractors are required to submit any questions in writing no later than 5:00 PM, local time**, December 7, 2011**. No other questions will be received after deadline. Only written inquiries will be permitted.

Questions must be submitted in writing, by mail, email or fax to the Project Construction Manager:

Michael Egge
URS Corporation
Crown Corporate Center
2870 Gateway Oaks Drive, Suite 150
Sacramento, CA 95833
Email: mike.egge@urs.com
Fax: 916-679-2900

Only written inquiries will be responded to. Under no circumstance are any prospective general contractors or anyone receiving the Application for Prequalification, to contact, discuss with, or inquire of any County consultant, employee, or elected official on any matter relating to this solicitation process. This requirement is to ensure that the same information is communicated to all parties and that no inconsistent, incomplete, or inaccurate information is transmitted separately.

G. Appeal Rights

Where a timely and completed application results in a rating below that necessary to pre-qualify, an appeal can be made. An appeal is begun by the Contractor delivering notice to Solano County of Contractor's appeal of the decision with respect to its pre-qualification rating, no later than ten business days following the date of written notification from Solano County that the Contractor does not meet the rating established by Solano County. Without a timely appeal, the Contractor waives any and all rights to challenge the decision of Solano County, whether by administrative process, judicial process or any other legal process or proceeding.

If the Contractor gives the required notice of appeal and requests a hearing, the hearing shall be conducted so that it is concluded no later than ten (10) business days after Solano County's receipt of the notice of appeal. The hearing shall be an informal process conducted by an Appeals Panel to which the County Administrator's Office has delegated responsibility to hear such appeals. At or prior to the hearing, the Contractor will be advised of the basis for Solano County's pre-qualification determination. The Contractor will be given the opportunity to present information and present reasons in opposition to the rating. Within one day after the conclusion of the hearing, the Appeals Panel will render it's decision which shall be final and not subject to further appeal. It is the intention of Solano County that the date for the submission and opening of bids will not be delayed or postponed to allow for completion of an appeal process.

> ***Note:*** A contractor may be found not pre-qualified for bidding on a specific public works contract to be let by Solano County, or on all contracts to be let by Solano County until the contractor meets Solano County's requirements. In addition, a contractor may be found not pre-qualified for either:
>
> (1) Omission of requested information or
> (2) Falsification of information

2. PROJECT OVERVIEW

A. Project Location

The Claybank Adult Detention Facility is located at 2500 Clay Bank Road, at the end of a private access road to the east of Clay Bank Road and north of Air Base Parkway in the northeastern portion of the City of Fairfield, in Solano County, California

The project delivery method for Claybank Adult Detention Facility project will be through a single prime contract awarded through a Lump Sum bid package. The Project is expected to bid in April 2012. The County's estimate of probable construction costs is $63,000,000 and the estimated construction duration is 640 calendar days.

B. Project Description

The Claybank Adult Detention Facility will be administered under the State of California's AB900 Program, which is authorized under the State of California Public Safety and Offender Rehabilitation Services Act of 2007 and provides state funded lease-revenue bond financing for construction or expansion of county jails in California. The new facility will be operated by the Solano County Sheriff's Office and serves as one of two facilities for incarcerating sentenced male and female adults, as well as providing additional capacity for pre-trial male adults.

The existing facility provides minimum-, medium-, and maximum-security levels of incarceration and has a current capacity of 379 beds. The existing facility contains non-housing support uses, including areas for administration, intake and release, kitchen, laundry, visitation, as well as separate structures that house a building trades shop, a warehouse, and a maintenance building.

The new facility is a state-of-the-art, podular, 362-bed adult detention facility located at 2500 Claybank Road in Fairfield, California to be specifically used for the housing of individuals who are post-arraignment and pre-sentenced. The facility will consist of podular maximum security housing units operated by a central control. The facility will utilize modern electronic security systems that will optimize security while minimizing staffing requirements. The facility will offer more convenience to the public, as well as the inmates, through the use of video visitation and up-to-date telecommunication systems. The facility includes all ancillary support systems, including laundry facilities, an administrative services area, and a secure sally port with an intake and processing area
The exterior building materials consist of concrete block, cement plaster exteriors and glass/aluminum storefronts. The housing units are of concrete block construction with a steel framed roof structure, steel walls and some minor walls of metal studs and plaster. The central plant is a steel framed structure with concrete walls. Improvements to the existing detention facility consists of a temporary sally port, new public plaza and public and staff entrance with select interior upgrades affected by the new entrance.

This Project will participate in the County's public art in public places program (APP), Solano County public art ordinance #1639. As such, project funds have been set aside to provide public art in public buildings. The APP will pay for the administration of the art program, artists' fees and installation and maintenance of artwork.

This Project will be administered under a Project Labor Agreement (PLA) between the County of Solano, the Napa-Solano Building Trades Council and applicable trades. A copy of the PLA is attached as **Exhibit A**.

3. EVALUATION CRITERIA

Qualifications will include:

- Evaluation and verification of General Contractor's or entity's current ability and history to secure Liability and Workers' Compensation insurance
- Evidence and history of proper licensing
- Ability to secure required bonding
- Financial ability
- History of litigation and claims; or other adverse actions
- Safety record

Experience to be evaluated will include:

- History of firm/entity
- Organization of firm/entity
- Relevant experience of firm/entity
- Proposed management team for Project and proposed key personnel
- Experience of proposed key personnel to be assigned to Project
- Firm's/entity's experience in successfully completing public works projects of similar size, scope and complexity

NOTE: The County intends to utilize the Department of Industrial Relations, Model Forms for Prequalification, suggested scoring method for scorable questions. The scoring of the recent construction projects will be based on the submitted comparable projects that meet as many of the following components as possible:

- Facilities with approximately 130,000 gross square footage area and construction costs of at least $50,000,000.
- Large, complex, detention or other applicable campus facilities
- Concrete block building structures
- Secure campus facilities
- Projects with complex interrelated building systems such as security monitoring and alarm, building and energy management, telecommunications, data distribution and other related sub-systems
- Projects requiring completion of the project in phases, possibly allowing owner occupancy of portion of completed phase(s) prior to final completion of whole project
- Projects requiring work in adjacent existing site/facility that remains occupied and operational, while new work including utilities, site features, security, building and energy management, and telephone/data systems are constructed and connected to the existing facility

4. Application for Pre-Qualification

The specific documents that must be submitted are attached.

- ❑ Part I – Organization Information and Affidavit
- ❑ Part II – Essential Requirements for Qualification
- ❑ Part III – Organization, History, Organizational Performance, Compliance with Civil and Criminal Laws
- ❑ Part IV – Organization's Statement of Experience and Recent Construction Projects Completed
- ❑ Part V – Organization's Financial Statements, Surety and Bonding Requirements, and Insurance Requirements
- ❑ Part VI – Attachments Required

PART I. ORGANIZATION INFORMATION and AFFIDAVIT

The following documents, Prequalification Application, Parts I through V, are to be filed with the County of Solano by the Organization requesting Prequalification, in accordance with the Public Contract Code, for the aforementioned Project:

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):

_____

_____

AFFIDAVIT

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: _____ _____
(Signature)

_____
(Printed name and title)

PART II. 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 $5,000,000 per occurrence and $50,000,000 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.[1]
   ☐ 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 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 the Project.[2]
   ☐ Yes ☐ No
   NOTE: Notarized statement must be from the surety company, not an agent or broker.

6. Has your contractor's license been revoked at any time in the last five years?[3]
   ☐ 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?[3]
   ☐ Yes ☐ No

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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 2 below.

[2] County may request an additional notarized statement from the surety at the time of submission of a bid, if this pre-qualification package is submitted more than 60 days prior to submission of the bid.

[3] 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.

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? [3]

☐ Yes ☐ No

PART III. 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, and treasurer), or (b) the owner of at least ten per cent of the corporation's stock.

Name	Position	Years with Co.	% Ownership	Social Security #

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.

Person's Name	Construction Firm	Dates of Person's Participation with Firm

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.

Name	Position	Years with Co.	% Ownership	Social Security #

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.
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.

Person's Name	Construction Company	Dates of Person's Participation with Company

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.

Person's Name	Construction Company	Dates of Person's Participation with Company

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:

Name of firm	% Ownership of Joint Venture

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 five 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 in dollars for each of the last three calendar 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 Contractors State Licensing Board (CLSB) 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, and 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?

NOTE: "Associated with" refers to another construction firm in which an owner, partner or officer of your firm held a similar position, and which is listed in response to question 1c or 1d on this form.
☐ 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 either with a public entity pursuant to Government Code sections 810 et seq., or 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 five 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 the California Occupational Safety and Health Administration (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," attach 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 state or federal Environmental Protection Agency (EPA) or any local/regional 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: 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.

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?

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.

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. 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 any public work project for which you are awarded a contract by Solano County.

_____

_____

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

(a) Identify the craft or crafts in which your firm provided apprenticeship training in the past year.

(b) 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).

(c) 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.

_____

_____

_____

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?

☐ Yes ☐ No

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

PART IV. ORGANIZATION'S STATEMENT OF EXPERIENCE RECENT CONSTRUCTION PROJECTS COMPLETED

_____

Name of Organization (Name must correspond exactly with Contractor's License)

Provide information on projects completed or currently in progress that demonstrate your organization's experience with projects of similar scope, size and complexity as the Claybank Adult Detention Facility Project. Provide specific project related experience, relevance of scope, size and complexity. As a minimum, provide information on six most recently completed public works projects and three largest completed private projects within the last ten years. Please label response consistent to the categories listed below and include project name, location, construction value, and owner contact information.

1. Relevant Projects

Submit at least (3) examples of your organization's relevant projects with construction values in excess of $50,000,000 completed within the last ten (10) years, including at least one (1) project, which is a public works project in the state of California with a construction value in excess of $50,000,000. Relevant projects shall include as many of the following components and construction types, as applicable:

- ❑ Facilities with approximately a 130,000 gross square footage area and construction costs of at least $50,000,000.
- ❑ Large, complex, detention or other applicable campus facilities
- ❑ Concrete block building structures
- ❑ Secure campus facilities
- ❑ Projects with complex interrelated building systems such as security monitoring and alarm, building and energy management, telecommunications, data distribution and other related sub-systems
- ❑ Projects requiring completion of the project in phases, possibly allowing owner occupancy of portion of completed phase(s) prior to final completion of whole project
- ❑ Projects requiring work in adjacent existing site/facility that remains occupied and operational, while new work including utilities, site features, security, building and energy management, and telephone/data systems are constructed and connected to the existing facility

Clearly identify the relevance of each project and be specific as to the nature of any self-performed work and the role of your organization in the management of the overall project. List each project by name, location, year of completion, and owner's name, owner's project manager's name and current contact information including phone number. Include a description of the construction type, project schedule, and the construction value of the work performed. Photos and other graphic materials would be helpful to delineate each project. A Sample Format is included following this listing of categories.

2. Large Detention Facility Projects or Other Applicable Campus Facilities

Provide a list of detention facilities or other applicable campus facilities projects of similar size that your organization has completed within the last ten (10) years that were constructed while maintaining access to/within and keeping the operation of the facility operational during construction of new improvements.

3. Security Systems

Provide a list of detention facilities or other applicable campus facilities projects that your organization has completed within the last ten (10) years that required security systems of similar or greater scope/complexity that included integration with existing facilities while working in a secured environment.

4. Project Management Expertise
Indicate how your organization has managed, directed or participated in projects of similar scope and complexity as the Claybank Adult Detention Facility Project. Indicate your organization's management structure, lines of authority and hierarchy. Provide information on how schedules, costs, and quality are maintained throughout a project. Indicate how communications between the various stakeholders (owner, project design consultants, County representatives and County inspectors) and the general contractor are managed to ensure all project requirements are addressed and met. This should include both on-site personnel and home office staff.

5. Quality Control
Describe your organization's philosophy for producing quality buildings and your approach to quality control. Provide information on how you handle minimizing warranty callbacks and typical response time for warranty callbacks. (Typical response time is from initial request by Owner to final resolution of issue to Owner's established requirements.) Describe how coordination has been achieved and communicated to subcontractors and other tradespersons on projects of similar size, scope and complexity.

6. Key Personnel
Provide proposed key personnel's qualifications, experience, length of employment with company, and training to competently manage this project. Key personnel shall include principal(s), or officer(s) having overall project responsibility, as well as on-site project manager(s), superintendent(s), project controls engineer(s), schedule manager(s), and all others involved in the management of the project. Provide an overview of how your organization intends to structure on-site management operations and interface with the home office, owner, specialty subcontractors and County representatives during the construction of the project.

7. Safety Program
The County of Solano is committed to the safety of all employees on the Claybank Adult Detention Facility Project, the existing County staff on-site, the surrounding community, visitors and the environment. While the County of Solano has the responsibility for conducting our business in a manner that strives to prevent accidents, the general contractor will have primary responsibility for the safety at the project site. Describe your organization's Safety Management Plan and provide an overview of your safety training/continuing education program(s). Identify how your organization's safety program is implemented, on a project and the lines of authority and communication.

SAMPLE FORMAT

Example Project Description and Information

Names and references must be current and verifiable. Use separate sheets 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):

_____

_____

Construction Manager (name and current phone number):

_____

_____

Description of Project, Scope of Work Performed:

_____

_____

Total Value of Construction (including change orders): _____

Original Scheduled Completion Date: _____

Time Extensions Granted (number of days): _____

Actual Date of Completion: _____

NOTE: Include information to address all the previously listed categories; large detention facility projects or other campus facilities security systems, project management, quality control, key personnel and safety program.

PART V. ORGANIZATION'S FINANCIAL STATEMENT

_____

Name of Organization (Name must correspond exactly with Contractor's License)

Financial Statements and Supplemental Information

Financial prequalification will be established by determining capacity to perform the County of Solano contract in the following manner:

a. Working capital is determined from the most recent balance sheet submitted, by subtracting the current liabilities from current assets.
b. Available lines of credit or other credit facilities are then added to the working capital, and then the sum is multiplied by ten (10).
c. Uncompleted work on current contracts, which have been awarded to your organization (backlog), will be subtracted from the amount determined in paragraph "b" above.
d. Any positive numbers resulting from paragraph "c" above is the maximum County contract that can be awarded to the submitting organization.

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

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 by an independent Certified Public Accountant. ***Complied or internally prepared financial statements will not be accepted.*** Statements, which are older than six (6) months, must be supplemented by internally financial statements, which update the information to no more than six (6) months from the date of submission of the AFP. Such statements must be prepared in accordance with generally accepted accounting principles, including all required information 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 prequalification. See attached "General Statement of Bank Credit" for sample language; Attachment – 1A.

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.

PART V. ORGANIZATION'S FINANCIAL STATEMENT

_____

Name of Organization (Name must correspond exactly with Contractor's License)

Surety and Bonding Requirements

A. Attach 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.

B. List the names of the Bonding firms utilized by your organization in the last five (5) years, for projects over $50,000,000.

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_____

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_____

Name of Bonding Company No. 3_____

Address:_____

Contact Name:_____Telephone:_____Fax:_____

Project Name:_____

Amount Bonded:_____% Completed_____

Project Name:_____

Amount Bonded:_____% Completed_____

PART V. ORGANIZATION'S FINANCIAL STATEMENT

_____

Name of Organization (Name must correspond exactly with Contractor's License)

Insurance Requirements

Each policy of insurance carried by the successful bidder for this project shall be issued by an insurance company licensed to do business in the State of California with a rating of "A" or better and a financial size category of "V" or better according to the latest edition of "Bests".

A. Attach a notarized statement from the Worker's Compensation carrier specifying organization's current Experience Modification rating for Worker's Compensation in the State of California.
B. List the names of the insurance firms utilized by your organization in the last five (5) years, for projects over $50,000,000.

Name of Insurance Company No. 1 _____

Address:_____

Contact Name:_____Telephone:_____Fax:_____

Rating:_____

Name of Insurance Company No. 2 _____

Address:_____

Contact Name:_____Telephone:_____Fax:_____

Rating:_____

Name of Insurance Company No. 3 _____

Address:_____

Contact Name:_____Telephone:_____Fax:_____

Rating:_____

PART VI. ATTACHMENTS REQUIRED

_____

Name of Organization (Name must correspond exactly with Contractor's License)

Claybank Adult Detention Facility Project
County of Solano
2500 Clay Bank Road, Fairfield, Solano County, California

The following documents, Attachments 1 through 7, are to be filed with the County of Solano by the Organization requesting Prequalification, in accordance with the Public Contract Code, for the aforementioned project.

Failure to provide all these attachments will be cause for disqualification for this project.

- ❑ **Attachment 1** – Certificate of Accountant
- ❑ **Attachment 1A** – General Statement of Bank Credit
- ❑ **Attachment 2** – Notarized State from Bonding Company
- ❑ **Attachment 3** – Notarized Statement from Worker's Compensation Insurance Carrier
- ❑ **Attachment 4** – Current Copy of Organization's California Contractor's License(s)
- ❑ **Attachment 5** – Certification declaring that the applying Organization has not has a surety company finish work on any project within the last five (5) years.
- ❑ **Attachment 6** – Certification declaring that the applying Organization, in the last five (5) years has not been found by a judge, arbitrator, jury, or a nolo contendere plea to have submitted a false or fraudulent claim to a public agency
- ❑ **Attachment 7** – Certification declaring that the applying Organization has not been disqualified, removed, or otherwise prevented from bidding on, or completing a federal, state, or local government project because of violations of law or a safety regulation, pursuant to Public Contract Code, Section 10162

Attachment 1 **– Certificate of Account**

Exchange this page for a Certificate of Account.

Exchange this page for a General Statement of Bank Credit.

Exchange this page for a notarized statement from the bonding company that your organization proposes to use, indicating their commitment to provide Performance and Payment bonds for the full amount of the contract.

Attachment 3 – Notarized Statement from the Worker's Compensation Carrier

Exchange this page for a notarized statement from the Worker's Compensation carrier that your organization proposes to use, specifying Contractor's current Experience Modification Rating for Workers' Compensation for the State of California.

Attachment 4 – Current Copy Organization's California Contractor's License(s)

Exchange this page for a current copy of your organization's California Contractor's License(s).

Exchange this page for a certification declaring that the applying organization has not had a surety company finish work on any project within the last five (5) years.

Sample Declaration

I, _____, authorized agent of _____
(*Name of Organization*)

hereby certify, under penalty of perjury under the laws of the State of California, that the organization has not has surety company finish work on any project within the last five (5) years.

Signed: _____

Dated: _____

Attachment 6 – False or Fraudulent Claim

Exchange this page for a certification declaring that the applying organization in the last five (5) years has not been found by a judge, arbitrator, jury, or nolo contendere plea to have submitted a false or fraudulent claim to a public agency.

Sample Declaration

I, _____, authorized agent of _____
(*Name of Organization*)

hereby certify, under penalty of perjury under the laws of the State of California, that the foregoing is true and correct. In the last five (5) years that the organization, any affiliate, parent or subsidiary company has not been found by a judge, arbitrator, jury, or nolo contrendre plpea to have submitted a false or fraudulent claim to a public agency.

Signed: _____

Dated: _____

Attachment 7 – Disqualification or Removal

Exchange this page for a certification declaring that the applying organization has not been disqualified, removed, or otherwise prevented from bidding on, or completing a federal, state, or local government project because of violations of law or a safety regulation, pursuant to State of California, Public Contract Code, Section 10162.

Sample Declaration

I, _____, authorized agent of _____
(*Name of Organization*)

hereby certify, under penalty of perjury under the laws of the State of California, that the organization has not been disqualified, removed, or otherwise prevented from bidding on, or completing a federal, state or local government project because of violations of law or a safety regulation, pursuant to State of California, Public Contract Code, Section 10162.

Signed: _____

Dated: _____

5. EXHIBIT 'A' - Project Labor Agreement

PROJECT LABOR AGREEMENT
FOR THE CONSTRUCTION OF THE
SOLANO COUNTY
CLAYBANK ADULT DETENTION FACILITY PROJECT

This Agreement is entered into this ___ day of _____, 2012 by and between the County of Solano, a political subdivision of the State of California (hereinafter "County"), together with any Contractors and/or subcontractors who become signatory to this Agreement by signing the "Agreement to Be Bound" (Attachment A), the Napa-Solano Building & Construction Trades Council ("Council"), and the local Unions, including those affiliated with the Building & Construction Trades Department of the American Federation of Labor Congress of Industrial Organizations, for the purpose of the construction of the County's Claybank Adult Detention Facility Project ("Project"). The purpose of this Agreement shall be to promote efficiency of construction operations during the Project and to provide for peaceful settlement of any and all labor disputes and grievances without strikes or lockouts, thereby promoting the public interest in assuring timely and economical completion of the Project.

RECITALS

A. The County of Solano is expanding its Claybank Adult Detention Facility ("Project") in Fairfield, CA.

B. The timely and successful completion of the Project is of the utmost importance to the County in order to meet the needs of the public the County serves. The Solano County Board of Supervisors ("Board") has likewise determined that the County would suffer financially, and otherwise, if the construction of the Project, once undertaken, was in any manner delayed.

C. A variety of construction skills and crafts will be required to complete the construction work on the Project including those skills and crafts represented by unions affiliated with the Council and any other labor organizations which are signatories to this Agreement employed by contractors and subcontractors who are signatory to agreements with the labor organizations.

D. It is recognized that on a project with multiple contractors and bargaining units on the job site, over an extended period of time, the potential for work disruption is substantial and is worthy of an overriding commitment to maintain continuity of work.

E. The Board has therefore determined that taxpayers within the County would be best served if the construction work for the Project proceeded in an orderly manner without disruption caused by strikes, work stoppages, picketing, lockouts, slowdowns, or other interference with the work on the Project.

F. The County and the Unions desire to mutually establish and stabilize working conditions for the workers employed on the Project by the Contractor(s) and the Union(s) to the end that a satisfactory, continuous and harmonious relationship will exist among the parties to this Agreement.

G. This Agreement is not intended to replace, interfere, 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(s) and the affected Union(s) except to the extent that the provisions of the Agreement are inconsistent with said collective bargaining agreements, in which event, the provisions of this Agreement shall prevail.

H. The contracts for the construction of the Project will be awarded in accordance with the applicable provisions of the California Public Contracts Code.

I. The signatory parties to this Agreement pledge their full good faith and trust to work towards a mutually satisfactory completion of the Project.

NOW, THEREFORE, in consideration of the mutual promises set forth in this Agreement, it is agreed between and among the parties, as follows:

ARTICLE l

DEFINITIONS

1.1 "Agreement" means Project Labor Agreement (or "PLA").

1.2 “City” means Fairfield, California.

1.3 "County" means Solano County, California.

1.4 "Contractor(s)" means any individual, firm partnership or corporation, or combination thereof, including joint ventures, which is an independent business enterprise or any of it subcontractors or subcontractors of any tier, who may construct any part of the Project under contract terms and conditions incorporated in this Agreement.

1.5 "Construction contract" means all public works or improvement contracts, approved by the County that is necessary to complete the Project.

1.6 "Council” means the Napa-Solano Building & Construction Trades Council which is the local jurisdictional division of the State Building and Construction Trades Council of California ("State Council") with affiliated trades unions within its geographical jurisdiction of Napa and Solano Counties.

1.7 “Craftsperson” means a person who has either (1) completed an accredited apprenticeship in his/her craft, or (2) who has completed the equivalent of an apprenticeship in length and content of work experience and all other requirements in a craft which has workers classified as journeyman in an apprenticeable occupation.

1.8 “Facility” means the existing operational Claybank Adult Detention Facility.

1.9 “Key employee” means all positions of foremen and above as well as those persons on the Contractor’s active payroll that have received employer-sponsored benefits, as outlined in Paragraph 13.2 of this Agreement, for a minimum of sixty (60) of the last one hundred (100) days.

1.10 "Professional Services" means those special services contemplated by Government Code section 53060 which include, but are not limited to engineering, architectural, quality control, testing, inspection and other services where special training and experience are required.

1.11 "Project" means the construction at the Claybank Adult Detention Facility, located in Fairfield, CA.

1.12 "Project Manager" means the person or persons designated by, or under contract with, the County to oversee all phases of construction of the Project.

1.13 "Union" or "Unions" means any labor organization signatory to this Agreement, acting in their own behalf and on behalf of the respective affiliates and member organizations whose names are subscribed hereto and who have through their officers accepted this Agreement ("Signatory Unions")

ARTICLE II

SCOPE OF THE AGREEMENT

2.1 Parties: The Agreement shall apply and is limited to all Contractors performing construction contracts on the Project, the County and the Council, and any Unions or other labor organization signatory to this Agreement, acting on their own behalf and on behalf of their respective affiliates and member organizations whose names are subscribed and who have through their officers executed this Agreement ("Signatory Unions.")

2.2 Project Description: The Agreement shall govern the award of all construction contracts for the Project. The County has the absolute right to combine, consolidate, or cancel contract(s) or portions of contract(s) identified as part of the Project. Once a construction contract is completed, it is no longer covered by this Agreement. For the purpose of this Agreement a construction contract shall be considered completed upon acceptance of the work by the County.

2.3 Project Labor Disputes: All Project labor disputes involving the application or interpretation of a collective bargaining agreement to which a Signatory Contractor and a Signatory Union are parties shall be resolved pursuant to the resolution procedures of the collective bargaining agreement. All disputes relating to the interpretation or application of this Agreement shall be subject to resolution by the grievance arbitration procedures set forth in Article XVII below.

2.4 Term: The term of this Agreement shall be from the date of execution by the last signatory to this Agreement and shall continue to the date the Notice of Completion is recorded for the Project.

2.5 Exclusions:

(1) The Agreement shall be limited to construction work on the Project for the construction of the Claybank Adult Detention Facility Project. This Agreement is not intended to, and shall not govern any construction work performed any where else within the County, nor for any other County purpose prior to the effective date of this Agreement, nor after the expiration or termination of this Agreement. Any previously established contracts for Professional Services for the Project/Construction Management Services for this Project are also not affected by this Agreement.

(2) The Agreement is not intended to, and shall not affect nor govern the award of public works contracts by the County, which are outside the approved scope of the Project.

(3) The Agreement is not intended to, and shall not affect the operation or maintenance of any other public facilities within the County.

(4) The Agreement shall not apply to a Contractor's executives, managerial employees, engineering employees, supervisors (except those covered by existing building and construction trades collective bargaining agreements), or office/clerical employees.

(5) The Agreement shall not apply to any work performed by County employees nor County suppliers/vendors who may perform work on the project through a separate County contract. This shall include, but is not limited, modular furniture and systems vendor/installers, County Communications data and telephone vendor/installers, County Computer System consultants ("ACS"), landscapers and artists. Should any portion of the aforementioned work be performed under contract with the General Contractor engaged for this Project, then said work would be included in the scope of this Agreement.

(6) The Agreement shall not apply to any work performed by City employees or City suppliers/vendors who may perform work in furtherance of this Project pursuant to any Memorandum of Understanding between the City and the County.

ARTICLE III

EFFECT OF AGREEMENT

3.1 By executing the Agreement, the County, the Council, and the Unions (Signatory Unions) 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 agrees to be bound by each and every provision of the Agreement.

3.3 At the time that any Contractor enters into a subcontract with any subcontractor providing for the performance of construction on the Project, the Contractor shall provide a copy of this Agreement, as may from time to time be modified, to the subcontractor. Contractor shall require the subcontractor, as 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.

3.4 This Agreement shall only be binding on the signatory parties and shall not apply to the parents, affiliates, subsidiaries, or other ventures of any such party.

ARTICLE IV

WORK STOPPAGES, STRIKES, SYMPATHY STRIKES AND LOCKOUTS

4.1 The Unions, County and Contractors agree that for the duration of the Project:

(1) There shall be no labor strikes, sympathy strikes, work stoppages, picketing, hand billing or otherwise advising the public that a labor dispute exists, or slowdowns of any kind, or

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 the County because of a dispute regarding the Project. Disputes arising between the Unions and Contractors, if any, on other projects are not governed by the terms of this Agreement.

(2) As to employees employed on the Project, there shall be no lockout of any kind by a Contractor covered by the Agreement.

(3) If a collective bargaining agreement between a Contractor and the Union expires before the Contractor completes the performance of a construction contract and the Union or Contractor gives notice of demands for a new or modified collective bargaining agreement, the Union agrees that it will not strike the Contractor on any contract for work covered under this Agreement and the Union and the Contractor agree that the expired collective bargaining agreement shall continue in full force and effect for work covered under this Agreement until a new or modified collective bargaining agreement is reached between the Union and the Contractor. If the new or modified collective bargaining agreement reached between the Union and Contractor provides that any terms of the collective bargaining agreement shall be retroactive, the Contractor agrees to comply with any retroactive terms of the new or modified collective bargaining agreement which are applicable to employees employed on the project within seven (7) calendar days.

4.2 Any party to this Agreement may institute the following procedure, in lieu of or in addition to any other action at law or equity, when a breach of Article 4.1 is alleged to have occurred:

(1) All parties shall mutually agree to an arbitrator. If the parties are unable to agree to an arbitrator, the parties will submit a list of three proposed arbitrators. The County's Human Resources Director, or her designee, will randomly select an arbitrator from this panel.

(2) Notice to the arbitrator or to parties, for purposes of this Article, shall be by the most expeditious means available, with notices by facsimile, electronic mail, or United States mail sent to the party alleged to be in violation of this Article, to the County, to the Council, and to the involved Union, if a Union is alleged to be in violation.

(3) Upon receipt of the notice, the chosen arbitrator shall convene a hearing within twenty-four (24) hours if it is contended that the violation is an ongoing detriment that will cause harm to the timely completion of the Project.

(4) If the dispute will not cause immediate harm, the arbitrator shall notify the parties by facsimile, electronic mail, or telephone (with subsequent written confirmation), of the place and time for a hearing of the dispute. The arbitrator shall schedule the hearing within <u>five</u> (5) business days of receipt of Notice of the dispute. The hearing of the dispute 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 the hearing shall not delay the hearing of evidence of the issuance of any award by the arbitrator.

(5) The sole issue at the hearing shall be whether 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 within three (3) hours after the close of the hearing, and may be issued without a written opinion. If any party desires a written explanation of the basis for the opinion, one shall be issued within fifteen (15) business 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. Such order shall be served in writing on all parties by personal service or by registered mail, return receipt requested, upon issuance.

(6) 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.

(7) The parties waive any rights created by statute or law governing arbitration proceedings inconsistent with the above procedure.

(8) The fees and expenses of the arbitrator shall be divided equally between the parties to the dispute.

(9) Any other grievance not pertaining to this Article shall be conducted in accordance with Article XVII.

4.3 In the event a work stoppage or slowdown because of a labor dispute affects work covered by this Agreement and said stoppage or slowdown is caused by a Union or Contractor signatory to this Agreement, an affected signatory party may seek redress under the grievance procedure of this Agreement which shall include, but not be limited to, liquidated damages of $10,000 per day and any other remedies available under applicable law.

ARTICLE V

PRE-JOB CONFERENCE

5.1 A pre-job conference shall be held prior to the commencement of the construction of the Project. A representative from the Council, the participating Contractors and Unions, as appropriate, the County, and the Project/Construction Manager shall meet to discuss and establish the scope of work for each Contractor and Union for the Project.

ARTICLE VI

JOINT LABOR/MANAGEMENT MEETINGS

6.1 A joint Labor/Management meeting will be held on a monthly basis between the Project Manager, the Contractors, and the signatory Unions. The purpose of these meetings is to promote harmonious labor/management relations, ensure adequate communications, and advance the proficiency and efficiency of the Craftsperson and the Contractors on the Project. These monthly meetings will also include discussion of the scheduling and productivity on work performed on the Project.

6.2 A Pre-Job Conference will be held prior to the commencement of work to establish the scope of work in each Contractor's contract. When a contract has been let to a Contractor(s) covered by this Agreement, a Pre-Job Conference and/or Mark-Up Meeting shall be required upon request of any Union(s), Contractor(s) or the Coordinator.

6.3 The Contractor performing the work shall have the responsibility for making work assignments. The work assignments shall be made in writing. Any craft objecting to the Contractor's proposed assignment of work shall have ten (10) working days from the date of the mark-up meeting to submit written objections to the Contractor before the Contractor makes the work assignments final.

6.4 The Project Manager, General Contractor, and the Business Manager of the Napa-Solano Building Trades will schedule and attend all Pre-Job and Mark-Up Meetings and participate in discussions as they pertain to the terms and conditions of this Agreement.

ARTICLE VII

NO DISCRIMINATION

7.1 Contractors and Unions agree not to engage in any form of discrimination based on age, ancestry, color, gender, marital status, medical condition, national origin, physical or mental disability, race, religion, sexual orientation, or other protected status recognized under the laws of the State of California or applicable federal law.

ARTICLE VIII

UNION SECURITY

8.1 For purposes and duration of this Agreement only, Contractors recognize the Union(s) as the sole bargaining representative of all craft employees working on this Project unless County and Contractor are provided with certified results indicating that another duly recognized bargaining unit has assumed all rights and responsibilities of the current recognized bargaining unit.

8.2 Nothing in this Agreement shall prevent any non-union employee from joining a Union that is signatory to this Agreement. In addition, Contractor shall not discriminate against any employee for engaging in any lawful activities on behalf of a signatory union.

8.3 Employees who are employed by Contractors to work on the Project are not required to join any Union nor become a Union member as a condition of being employed, or remain employed on the

Project. However, any employee who is a member of a Signatory Union must maintain that membership in good standing while employed on the Project. All other employees shall be required to comply with applicable union security provisions while performing on-site work on the Project and must tender any maintenance dues or fees required by the Council or Signatory Union or otherwise required by law, for the period of time the employee performs work on the Project.

8.4 The Contractor agrees to deduct initiation fees, union dues or representation fees from the pay of any employee who executes an authorization for such deductions.

ARTICLE IX

LOCAL WORK FORCE

9.1 Contractors will exert their utmost efforts to recruit sufficient numbers of skilled craft persons to fulfill their requirements. The parties to this Agreement support the development of increased numbers of skilled construction workers from the residents of Solano and Napa Counties to meet the needs of the Project and requirements of the industry generally. To that end, the Unions agree to encourage the referral and utilization of qualified local residents as journeymen, apprentices and trainees on this Project and the entrance into such apprenticeship and training programs as may be operated by the Signatory Unions.

ARTICLE X

REFERRAL

10.1 Contractor(s) performing construction work on the Project described in the Agreement shall, when filling craft job vacancies, 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(s) shall have the right to reject any applicant referred by the Union(s). Any applicant so rejected by Contractor(s) after reporting to work and for whom no work is provided shall receive two (2) hours pay at the regular straight time hourly rate.

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

10.3 In the event referral facilities maintained by the Union(s) are unable to fill the requisition of a Contractor(s) for employees within a forty-eight (48) hour period after such requisition is made by the Contractor(s) (Saturday, Sunday and holidays excepted), the Contractor(s) shall be free to obtain employees from any source. These employees shall be recognized as temporary employees. These temporary employees shall be replaced by qualified journeymen when available.

10.4 The Unions shall exert their utmost efforts, including requesting assistance from other Local Unions, to recruit sufficient number of skilled Craftpersons to fulfill the labor requirements of the Contractors.

10.5 Recognizing the special needs of this Project and the 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 Unions' referral procedures but in no case will referrals be made for key employees in higher than a one to four (1:4) ratio.

ARTICLE XI

PROJECT SITE SECURITY

11.1 All personnel working on the Project are subject to search or others means necessary to determine that no contraband or weapons are being introduced into the existing Claybank Adult Detention Facility.

11.2 No person shall be employed on the Project to whom the County has a reasonable objection. To that end, all Contractor personnel and union referrals shall submit to a background check no later than 72 hours prior to beginning work on the Project. County is the final authority as to who can and cannot enter the Project site. Contractor shall not be liable to pay stand by pay to any employee rejected by County.

11.3 All laws, as well as Solano County Sheriff Policies and Procedures, will be upheld at all times at the Project site.

11.4 No contact with inmates of the existing Claybank Adult Detention Facility will be allowed.

11.5 Smoking, chewing tobacco, and glass bottles are prohibited on the Project site. Contractor is responsible for any tobacco or other prohibited items that fall into the hands of inmates of the Facility.

11.6 All tools must be inventoried before entering the Project site and prior to leaving. At the end of each day's work, Contractor shall account for all tools and materials not incorporated into the Project.

ARTICLE XII

APPRENTICES

12.1 Recognizing the need to maintain continuing support of programs designed to develop adequate numbers of competent workers in the construction industry, Contractors will employ apprentices 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.

12.2 The apprentice ratios will comply with the applicable provisions of the California Labor Code and Prevailing Wage Rate Determination.

12.3 All apprenticeship programs will comply with either the California Public Contract or the Labor Codes as applicable for the Project.

12.4 There shall be no restrictions on the utilization of apprentices in performing the work of their craft if they are properly supervised.

12.5 Any contractor performing work covered by this Agreement shall have the right to employ apprentices enrolled in any apprenticeship program that complies with Section 12.3 for which the contractor is approved to train prior to the contractor's commencement of work covered by this Agreement.

ARTICLE XIII

BENEFITS

13.1 All Contractors signatory to an existing collective bargaining agreement with any Union having jurisdiction over the Project agree to pay all benefits designated in the collective bargaining agreement of the appropriate local union and to comply with all prevailing wage requirements and other statutory enactments applicable to public works projects as may be designated by the California Public Contract Code.

13.2 Contractors who provide benefits through a multi-employer plan, established pursuant to 29 U.S.C. §1381 et seq., shall maintain current benefits for all key employees who participate in the plan. The multi-employer plan must provide benefits which are as favorable as provided for by multi-employer plans in which Contractor's other employees participate.

13.3 Benefits designated in the collective bargaining agreements will be paid on all non-key employees dispatched by the Union hiring halls.

13.4 A contractor that is not a signatory to an existing collective bargaining agreement and who does not make employer contributions to a retirement plan for its employees pursuant to section 13.2 above will provide benefits pursuant to the current applicable collective bargaining agreement having jurisdiction over the Project.

ARTICLE XIV

COMPLIANCE

14.1 It shall be the responsibility of the Contractors and Unions to investigate and monitor compliance with the provisions of the Agreement contained in Article XI. The Council shall establish a means by which to monitor and investigate Contractor and Union compliance with the applicable provisions of the Public Contract Code and other regulations applicable to the construction of public facilities, including but not limited to apprenticeship, prevailing wage, and any affirmative action requirements that may apply, and to ensure the County that no violations of law shall occur. The Council shall be responsible for adopting adequate enforcement measures to ensure Contractor and Union compliance with all contract conditions and with those laws and regulations applicable to public construction. A compliance report shall be presented to the County on a quarterly basis reporting appropriate compliance.

ARTICLE XV

WAGES AND HOURS OF WORK

15.1 This Project requires the payment of prevailing wages and full compliance with the provisions of the California Labor Code applicable to public works projects.

15.2 Eight (8) hours of labor per day shall constitute a standard work day and forty (40) hours shall constitute a regular work week.

15.3 Overtime and holiday pay will be in compliance with the applicable general prevailing wage determination made by the Director of Industrial Relations pursuant to California Labor Code.

ARTICLE XVI

EMPLOYEE GRIEVANCE PROCEDURE

16.1 Any Contractor, which is not otherwise bound by an agreement with a labor organization to a grievance procedure for the imposition of discipline or dismissal of its employees, shall be bound by the grievance procedure set forth in Article XVII. For the purposes of this Article, such grievance procedure shall be limited to disputes regarding the imposition of discipline or dismissal arising from work covered by this Agreement. No Contractor shall impose discipline or dismissal on its employees covered by this Agreement without just cause.

ARTICLE XVII

GRIEVANCE ARBITRATION PROCEDURE

17.1 The parties to this Agreement understand and agree that in the event any dispute arises out of the meaning, interpretation or application of the provisions of this Agreement, the same shall be settled by means of the procedures set forth below. No grievance shall be recognized unless the grieving party (or its legal representative acting on its behalf) provides notice in writing to the signatory party with whom it has a dispute within five (5) business days after becoming aware of the dispute. A grievance shall be considered null and void if notice of the grievance is not given within the five (5) day period. The time limits in this section may be extended only by mutual written agreement and consent of the involved parties.

17.2 All 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 representative of the involved Contractor or Union 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 its referral to Step 1, either involved party may submit the dispute within three (3) business days to arbitration. All parties shall mutually agree to an arbitrator. If the parties are unable to agree to an arbitrator, the parties will submit a list of three proposed arbitrators. The County's Human Resources Director, or her designee, will randomly select an arbitrator from this panel. As a preliminary step, the chosen arbitrator shall meet and confer with the parties to the dispute in an attempt to mediate and resolve the grievance. If the dispute is not resolved within such time five (5) business days) after

its referral or such longer time as mutually agreed upon by the parties to the dispute, either party may refer the dispute to Step 3.

Step 3: Within five (5) business days after referral of a dispute to Step 3, the chosen arbitrator shall set a date for a final and binding arbitration of the matter. The arbitrator shall set the hearing for the final arbitration of the matter as soon as practicable, but no later than thirty (30) calendar days thereafter, unless mutually agreed upon by the parties to the dispute. The decision of the Arbitrator shall be provided to the parties in writing within five (5) calendar days after completion of the hearing unless time is extended by mutual agreement. A written opinion setting forth the decision of the arbitrator shall be final and binding on all parties. The arbitrator shall have no authority to change, amend, add to, or detract from any provision of this Agreement. The expense of the arbitrator shall be borne equally by the parties to the grievance and may be enforced by any court of law of competent jurisdiction.

17.3 The time limits specified in any step of this Grievance Procedure may be extended by mutual agreement of the parties. However, failure to proceed with a grievance, or failure to respond in writing within the time limits provided above, without a request and grant of an extension of time, shall be deemed a waiver of such grievance. In order to encourage the resolution of disputes and grievances at Steps 1 and 2 of this Article, the parties agree that such settlements shall not be precedent setting on the remainder of the Project.

ARTICLE XVIII

HELMETS TO HARDHATS

18.1 The Parties 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 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.

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

ARTICLE XIX

SAVINGS CLAUSE

19.1 It is not the intention of either the Contractor(s) or the Union(s) parties to violate any laws governing the subject matter of this Agreement. If any Article or provision of this Agreement shall be declared invalid, inoperative, or unenforceable by any competent authority of the federal, state or local government, the parties shall suspend the operation of each such Article or provision during the period of invalidity. Such suspension shall not affect the operation of any provision covered in this Agreement to which the law or regulation is not applicable. Further, the Contractor(s) and Union(s) agree that if any provisions of this Agreement are determined to be illegal or void by any court of competent jurisdiction, the parties will promptly enter into negotiations concerning the issue for the purpose of achieving conformity with the requirements of an applicable law and the intent of the parties.

ARTICLE XX

ENTIRE AGREEMENT

20.1 The parties agree that in the negotiation of this Agreement, they have had the opportunity to bargain over all lawful subjects covered by this Agreement and knowingly and willfully enter this Agreement upon all terms set forth herein

20.2 Any amendment or modification to this Agreement shall be valid only if made in writing and signed by all parties to the Agreement.

IN WITNESS WHEREOF, the Parties have caused this Agreement to be executed and effective as of the day and year first written above.

COUNTY OF SOLANO, a Political
Subdivision of the State of California

_____
Michael J. Reagan, Chair
Solano County Board of Supervisors

SIGNATORY UNIONS:

Note: The County is in the process of executing the PLA in conjunction with the Napa-Solano Building Trades Council and the list of signatory unions in the executed PLA may change.

_____ Asbestos Workers Local #16	_____ Bricklayers & Allied Trades Crafts Local #3
_____ Boilermakers Local #549	_____ Carpet & Lino Layers Local #12
_____ Carpenters #46 Northern California	_____ Drywall/Lathers Local #68L

Counties Conference Board

_____
County Council of Cement Masons and Plasterers Local #400

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

_____
Electrical Workers Local #180

_____
Glaziers Local #169

_____
Hod Carriers & Laborers Local #326

_____
Iron Workers Local #378

_____
Millwrights Local #102

_____
Northern California County Council of Laborers

_____
Operating Engineers Local #3

_____
Piledrivers Local #34

_____
County Council of Cement Masons and Plasterers Local #300

_____
Plumbers & Steamfitters Local #343

_____
Roofers & Waterproofers Local #81

_____
Sheetmetal Workers Local #104

_____
Sprinklerfitters Local #483

_____
Teamsters Local #490

_____
Utility/Landscape Local #355

APPROVED AS TO FORM

By _____
County Counsel

_____
Lou Francimon, Business Manager
Napa-Solano Building Trades Council