

## Advertisement for Prime Trade Contractor Prequalification

Prequalification documents are requested from potential Prime Trade Contractors for the following project:

### Housing 4: The Summits, Project No. 906270 University of California at Merced

#### Prequalification of Prime Trade Contractors:

The University of Merced has determined that Prime Trade Contractors who desire to submit bids on this project must be prequalified.

#### General Description of the Work:

This project consists of site development, underground utilities and construction of a 110,000 gross square foot Housing Facility consisting of 5 floors made up of Student Activity Space, Dorm Rooms, Study Rooms, Shared Bathrooms, Office Space, a Multi-Purpose Room, Mechanical/Electrical Rooms, and Tutoring Rooms. There is a one-story detached Maintenance Building consisting of maintenance yard and cart parking, Work Room, Toilet Rooms, and associated Office Space. The site consists of an approximately 2-acre parcel along Ranchers Road on the UC Merced campus, north and northeast of the existing Phase 3 Housing: The Summits. The project is anticipated to start in the Fall 2011, and be completed within 24 months.

#### **PRIME TRADE BID PACKAGES/NUMBER                      BUDGET                      REQUIRED CA LICENSE(S)**

##### **Bid Release 1:**

01 12 00.01 General Conditions (Site & Final Clean)	\$795,000	B
01 12 00.02 Earthwork & Site Demolition	\$450,000	A or C-12
01 12 00.03 Site Utilities	\$800,000	A or C-34 or C-42
01 12 00.04 Elevator	\$450,000	C-11
01 12 00.05 Site Electrical	\$350,000	C-10

##### **Bid Release 2:**

01 12 00.06 CIP Concrete, Lightweight Concrete, & Reinforcing	\$1,055,000	C-8
01 12 00.07 Masonry	\$15,000	C-29
01 12 00.08 Structural Steel & Metal Stairs	\$3,260,000	C-51
01 12 00.09 Miscellaneous Steel & Steel Railings	\$500,000	C-23 or C-51
01 12 00.10 Waterproofing	\$25,000	C-33 or C-39 or D-64
01 12 00.11 Roofing & Insulation	\$455,000	C-39
01 12 00.12 Flashing, Sheet Metal, Louvers & Metal Siding	\$685,000	C-43
01 12 00.13 Fireproofing	\$85,000	C-35
01 12 00.14 Glass, Aluminum & Windows	\$1,800,000	C-17
01 12 00.15 Metal Studs, Drywall & Insulation	\$4,200,000	C-9
01 12 00.16 Plumbing	\$1,900,000	C-36
01 12 00.17 Fire Sprinkler System	\$700,000	C-16
01 12 00.18 HVAC	\$2,660,000	C-20
01 12 00.19 Electrical & Fire Alarm	\$3,245,000	C-10

##### **Bid Release 3:**

01 12 00.20 Site Concrete & Asphalt Paving	\$435,000	A or C-8
01 12 00.21 Landscape, Irrigation & Site Furnishings	\$435,000	C-27
01 12 00.22 Rough Carpentry	\$125,000	B or C-5
01 12 00.23 Cabinets & Finish Carpentry	\$300,000	C-6
01 12 00.24 Doors, Frames, Hardware & Installation	\$700,000	B or C-5 or C-6 or D-16 or D-28
01 12 00.25 Lath & Plaster	\$475,000	C-35
01 12 00.26 Acoustical Ceilings	\$90,000	C-2 or D-50
01 12 00.27 Ceramic Tile	\$410,000	C-54
01 12 00.28 Floor Covering	\$550,000	C-15
01 12 00.29 Painting	\$480,000	C-33
01 12 00.30 Specialties	\$475,000	B or D-34
01 12 00.31 Blinds & Window Coverings	\$90,000	D-52

**Procedures:**

On July 26, 2011, one (1) set of prequalification documents may be obtained from the University at the UC Merced website <http://www.ucmerced.edu/community/rfprfq.asp>, by calling Owner's Representative, ProWest Constructors – Carol Frias, at 951-678-1038 or by email at carol@prowestpcm.com.

Only Prequalified Prime Trade Contractors will be allowed to receive bidding documents and submit bids for the project. The deadline for submitting prequalification documents is **5:00 PM on August 19, 2011**. Submission shall be:

by overnight delivery or in person at:

Fran Telechea  
Housing 4: The Summits Prequalification  
Physical Planning Design and Construction  
767 E. Yosemite Ave, Suite C  
Merced, CA 95340

Or by US Mail at:

Fran Telechea  
Housing 4: The Summits Prequalification  
Physical Planning Design and Construction  
5200 N. Lake Rd  
Merced, CA 95343

**Determination of Prequalification**

The Prequalification Questionnaire and associated documents is due on August 19, 2011 at 5 PM. Any person or entity not satisfied with the outcome of the prequalification must file a writ challenging the outcome within 10 calendar days from the date of the University's written notice regarding prequalification determination. Any assertion that the outcome of the prequalification process was improper will not be grounds for a bid protest. However, the University reserves the right to accept late submissions and to request, receive, and evaluate supplemental information after the above time and date at its sole determination. The University reserves the right to reject any or all responses to Prequalification Questionnaires and to waive non-material irregularities in any response received. **The dates, times, and location set for receiving and opening of bids will be set forth in an Advertisement for Bids.**

All information submitted for prequalification evaluation will be considered official information acquired in confidence, and the University will maintain its confidentiality to the extent permitted by law.

The successful PTC and its Subcontractors will be required to follow the nondiscrimination requirements set forth in the Bidding Documents and to pay prevailing wage rates at the location of the Work.

THE UNIVERSITY OF CALIFORNIA IS AN AFFIRMATIVE ACTION/EQUAL OPPORTUNITY EMPLOYER.

THE REGENTS OF THE UNIVERSITY OF CALIFORNIA  
University of California, MERCED  
July 26, 2011

# Prequalification Documents



UCMERCED

Physical Planning Design & Construction

Housing 4: The Summits

Project Number 906270

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**PREQUALIFICATION SUBMITTAL REQUIREMENTS  
HOUSING 4: THE SUMMITS**

Subject to conditions prescribed by the undersigned, **prequalification submittals** for Prime Trade Contracts are invited for the following Work:

**HOUSING 4: THE SUMMITS,  
PROJECT NUMBER 906270  
UNIVERSITY OF CALIFORNIA, MERCED CAMPUS, MERCED CALIFORNIA**

**University has determined that all bidders must be prequalified.**

The Housing 4: The Summits Project will be constructed by multiple prime trade contractors, each working under a separate contract or contracts with the University. This procurement is for prime contracts to perform the various bid packages of the project as listed below. A contractor who is awarded a contract will be referred to as a "Prime Trade Contractor."

As described in more detail in the bidding documents, significant features of this multiple prime contract method of constructing the project are as follows:

The University will award separate prime trade contracts to the various trades necessary to construct the entire project. Each Prime Trade Contractor will be required to work at a project site shared by the Prime Trade Contractors and the other contractors ("Separate Contractors") hired by the University, to cooperate with such other contractors, and to coordinate its work with the work of the other contractors.

Each Prime Trade Contractor will be required to perform its work in accordance with a Preliminary Master Project Schedule to be developed, updated, and maintained by the University Representative after award of the Prime Trade Contract. Each Prime Trade Contractor will be required to provide specified scheduling information necessary for the development, updating, and maintenance of the Preliminary Master Project Schedule by the University Representative.

**DESCRIPTION OF PROJECT:**

Housing 4: The Summits project consists of site development, underground utilities and construction of a 110,000 gross square foot Housing Facility consisting of 5 floors made up of Student Activity Space, Dorm Rooms, Study Rooms, Shared Bathrooms, Office Space, a Multi-Purpose Room, Mechanical/Electrical Rooms, and Tutoring Rooms. There is a one-story detached Maintenance Building consisting of maintenance yard and cart parking, Work Room, Toilet Rooms, and associated Office Space. The site consists of an approximately 2-acre parcel along Ranchers Road on the UC Merced campus, north and northeast of the existing Phase 3 Housing: The Summits. The project is anticipated to start in the Fall 2011, and be completed within 24 months. The University's Cost Estimate for the entire project, is approximately \$34,000,000.

The Project will be constructed in 3 separate bid releases, using Multiple Prime Trade Contractors. Bid Release 1 will include 6 bid packages; Bid Release 2 will include 14 bid packages, and Bid Release 3 will include 14 bid packages, with each Prime Trade Contractor executing a direct Contract with the University. (See page 2 for Prime Trade Bid Packages listed specifically for each Bid Release.)

The successful PTC and its Subcontractors will be required to follow the nondiscrimination requirements set forth in the Bidding Documents and to pay prevailing wage rates at the location of the Work.

**THE UNIVERSITY OF CALIFORNIA IS AN AFFIRMATIVE ACTION/EQUAL OPPORTUNITY EMPLOYER.**

**PRIME TRADE BID PACKAGES/NUMBER                      BUDGET                      REQUIRED CA LICENSE(S)**

**Bid Release 1:**

01 12 00.01 General Conditions (Site & Final Clean)	\$795,000	B
01 12 00.02 Earthwork & Site Demolition	\$450,000	A or C-12
01 12 00.03 Site Utilities	\$800,000	A or C-34 or C-42
01 12 00.04 Elevator	\$450,000	C-11
01 12 00.05 Site Electrical	\$350,000	C-10

**Bid Release 2:**

01 12 00.06 Cast-in-Place Concrete, Lightweight Concrete, & Reinforcing	\$1,055,000	C-8
01 12 00.07 Masonry	\$15,000	C-29
01 12 00.08 Structural Steel & Metal Stairs	\$3,260,000	C-51
01 12 00.09 Miscellaneous Steel & Steel Railings	\$500,000	C-23 or C-51
01 12 00.10 Waterproofing	\$25,000	C-33 or C-39 or D-64
01 12 00.11 Roofing & Insulation	\$455,000	C-39
01 12 00.12 Flashing, Sheet Metal, Louvers & Metal Siding	\$685,000	C-43
01 12 00.13 Fireproofing	\$85,000	C-35
01 12 00.14 Glass, Aluminum & Windows	\$1,800,000	C-17
01 12 00.15 Metal Studs, Drywall & Insulation	\$4,200,000	C-9
01 12 00.16 Plumbing	\$1,900,000	C-36
01 12 00.17 Fire Sprinkler System	\$700,000	C-16
01 12 00.18 HVAC	\$2,660,000	C-20
01 12 00.19 Electrical & Fire Alarm	\$3,245,000	C-10

**Bid Release 3:**

01 12 00.20 Site Concrete & Asphalt Paving	\$435,000	A or C-8
01 12 00.21 Landscape, Irrigation & Site Furnishings	\$435,000	C-27
01 12 00.22 Rough Carpentry	\$125,000	B or C-5
01 12 00.23 Cabinets & Finish Carpentry	\$300,000	C-6
01 12 00.24 Doors, Frames, Hardware & Installation	\$700,000	B or C-5 or C-6 or D-16 or D-28
01 12 00.25 Lath & Plaster	\$475,000	C-35
01 12 00.26 Acoustical Ceilings	\$90,000	C-2 or D-50
01 12 00.27 Ceramic Tile	\$410,000	C-54
01 12 00.28 Floor Covering	\$550,000	C-15
01 12 00.29 Painting	\$480,000	C-33
01 12 00.30 Specialties	\$475,000	B or D-34
01 12 00.31 Blinds & Window Coverings	\$90,000	D-52

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## PREQUALIFICATION REQUIREMENTS:

A uniform evaluation procedure will be applied in accordance with applicable law, to evaluate those firms desiring to be prequalified to bid the work on this project. Only firms that meet **all** of the following criteria will be allowed to submit a bid for work on this project.

Qualifications will include evaluation and verification of contractor's or entity's evidence of proper licensing, history of litigation and claims or other adverse actions, ability to complete projects of this nature on time within project schedule and safety record.

To become prequalified to bid this project, firms shall submit a complete Prequalification Submittal to the University's Representative confirming that **all** the following criteria are met. All written material required must be supplied at the time of the submittal.

The Prequalification Questionnaire and associated documents is due on August 19, 2011 at 5:00 PM. Any person or entity not satisfied with the outcome of the prequalification must file a writ challenging the outcome within 10 calendar days from the date of the University's written notice regarding prequalification determination. Any assertion that the outcome of the prequalification process was improper will not be grounds for a bid protest. However, the University reserves the right to accept late submissions and to request, receive, and evaluate supplemental information after the above time and date at its sole determination. The University reserves the right to reject any or all responses to Prequalification Questionnaires and to waive non-material irregularities in any response received. **The dates, times, and location set for receiving and opening of bids will be set forth in an Advertisement for Bids.**

All information submitted for Prequalification evaluation will be considered official information acquired in confidence, and the University will maintain its confidentiality to the extent permitted by law.

The University's Representative reserves the right to request, receive and evaluate supplemental information after the above time and date at its sole determination.

On July 26, 2011, one set of the Prequalification Submittal package can be obtained from the University at the UC Merced website <http://www.ucmerced.edu/community/rfprfq.asp>. A Prequalification Submittal package may also be obtained by contacting University's Representative:

ProWest Constructors  
Carol Frias  
Phone: 951-678-1038  
E-mail: [carol@prowestpcm.com](mailto:carol@prowestpcm.com)

A list of the prequalified bidders will be available beginning September 15, 2011. Go to the UC Merced Website for prequalification status (<http://www.ucmerced.edu/community/rfprfq.asp>).

## THE PRIME TRADE CONTRACTOR MUST:

- A. Possess a current California Contractor's License designated in the previous section above and as described in the Description of Classifications defined by California State License Board, [www.cslb.ca.gov](http://www.cslb.ca.gov).
- B. Complete all of the information and provide all documents requested in the Bidder's Prequalification Information.

- C. List at least three completed projects within the last 5 years which each consisting of: (1) similar work in the same prime trade on the construction of a new Multi-Family Housing Facility for Higher Education of at least 110,000 square feet; (2) similar work in the same prime trade on a Structural Steel or Concrete building of at least five stories in height; and (3) an original contract value of at least 75% of the published budget for each bid package. For contractors bidding more than one bid package, provide a list of three projects specific to each trade. Complete and return information requested on Attachment 10 for each project.
- D. Review the insurance requirements as described in Attachment 11, submit the Insurance Declaration to your insurance carrier for completion, and submit the completed declaration with the Prequalification Submittal package.
- E. Provide copies of all notarized statements and/or certifications requested.

**ONE ORIGINAL COPY** of all the requested attachments must be received by the University as follows:

By overnight delivery or in person at:

Fran Telechea  
Housing 4: The Summits Prequalification  
Physical Planning Design and Construction  
767 E. Yosemite Ave, Suite C  
Merced, CA 95340  
Phone: 209-228-4453

Or by U.S. Mail at:

Fran Telechea  
Housing 4: The Summits Prequalification  
Physical Planning Design and Construction  
5200 N. Lake Rd  
Merced, CA 95343

Prequalification Submittals will not be accepted after **5:00 P.M. on August 19, 2011**. Submittals received after the specified time and date will not be considered. **THIS SUBMISSION DEADLINE WILL BE STRICTLY ENFORCED.**

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**PREQUALIFICATION CHECKLIST:**

The following Prequalification Checklist is for contractor's use. A complete Prequalification Submittal package consists of **ALL** of the following:

- One completed form "Bidder's Prequalification Information" with all requested information. (Attachment 1)
- \*Completion of work statement (Attachment 2)
- \*Fraudulent Claim statement (Attachment 3)
- \*Fraudulent Claim statement (Attachment 4)
- \*Mediation, Arbitration and Litigation History (Attachments 5, 6 and 7)
- Lawsuits and Arbitrations by Contractor (Attachment 8)
- Lawsuits and Arbitrations Against Contractor (Attachment 9)
- Provide information for at least three completed projects within the last 5 years which each consist of: (1) similar work in the same prime trade on the construction of a new Multi-Family Housing Facility for Higher Education of 110,000 square feet or more; (2) similar work in the same prime trade on a Structural Steel or Concrete building of at least five stories in height; and (3) an original contract value within 25% of the published budget for each bid package. For contractors bidding more than one scope of work, provide a list of three projects specific to each bid package. (Attachment 10)
- \*Review all insurance requirements and provide the insurance Declaration to your insurance carrier for completion. Return the completed/executed declaration with the Prequalification Submittal package. (Attachment 11)

*\*Copies of Notarized Statements are required for Attachments 2, 3, 4 and 11.*



**ATTACHMENT 1**

**BIDDER'S PREQUALIFICATION INFORMATION:**

**1. LICENSE(S)**

Does the entity hold the California contractor's license(s) required (per page 2 of the Prequalification Submittal Requirements) for which you are requesting prequalification? Is(are) the license(s) current, active, and in good standing with the California Contractor's State License Board?

YES  NO

**List the Prime Trade Bid Package(s) for which the entity is requesting prequalification:**

<u>Prime Trade Package No.</u>	<u>Trade Package Description</u>
01 12 00. _____	_____
01 12 00. _____	_____
01 12 00. _____	_____
01 12 00. _____	_____
01 12 00. _____	_____

(NOTE -The entity submitting this prequalification questionnaire must be the holder of the requisite license. If the entity submitting is a Joint Venture, the joint venture must hold the license or have applied for the license(s).

**Please complete as it appears on your California State Contractor's License:**

**Legal Name of Firm:** \_\_\_\_\_

**DBA:** \_\_\_\_\_

**Address:** \_\_\_\_\_

**City:** \_\_\_\_\_ **State:** \_\_\_\_\_ **Zip:** \_\_\_\_\_

**California State Contractor's License(s):**

License No: \_\_\_\_\_ Class(es): \_\_\_\_\_ Expiration: \_\_\_\_\_

License No: \_\_\_\_\_ Class(es): \_\_\_\_\_ Expiration: \_\_\_\_\_

License No: \_\_\_\_\_ Class(es): \_\_\_\_\_ Expiration: \_\_\_\_\_

License No: \_\_\_\_\_ Class(es): \_\_\_\_\_ Expiration: \_\_\_\_\_

**2. COMPANY INFORMATION**

**Shipping Address:** \_\_\_\_\_

City: \_\_\_\_\_ State: \_\_\_\_\_ Zip: \_\_\_\_\_

**Mailing Address:** \_\_\_\_\_

City: \_\_\_\_\_ State: \_\_\_\_\_ Zip: \_\_\_\_\_

**Phone:** ( \_\_\_\_\_ ) \_\_\_\_\_ **Fax:** ( \_\_\_\_\_ ) \_\_\_\_\_

**Web Address:** \_\_\_\_\_

**Provide Names and Titles of Your Firm's Principal Contacts:**

PRINCIPAL CONTACT: \_\_\_\_\_ TITLE: \_\_\_\_\_

Phone: ( \_\_\_\_\_ ) \_\_\_\_\_ Fax: ( \_\_\_\_\_ ) \_\_\_\_\_

E-Mail: \_\_\_\_\_

ESTIMATING CONTACT: \_\_\_\_\_ TITLE: \_\_\_\_\_

Phone: ( \_\_\_\_\_ ) \_\_\_\_\_ Fax: ( \_\_\_\_\_ ) \_\_\_\_\_

E-Mail: \_\_\_\_\_

**3. SAFETY PROGRAM**

Is the entity's Experience Modification Rate (EMR) less than 1.25 for each of the past 3 premium years?

Yes  No

List Experience Modification Rate: 2010: \_\_\_\_\_ 2009: \_\_\_\_\_ 2008: \_\_\_\_\_

**4. CURRENT BONDING INFORMATION**

Surety Company: \_\_\_\_\_ Broker: \_\_\_\_\_

Contact Person: \_\_\_\_\_ Phone: ( \_\_\_\_\_ ) \_\_\_\_\_

## ATTACHMENT 2

An officer of the company must sign and return the statement below with the prequalification statement. Any prequalification statements returned without completing the attachment will be deemed nonresponsive.

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 had a surety company finish work on any project within the last five (5) years.

Signed: \_\_\_\_\_

Dated: \_\_\_\_\_

*(Notarized Statement is Required for Attachment 2)*

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### ATTACHMENT 3

An officer of the company must sign and return the statement below with the prequalification statement. Any prequalification statements returned without completing the attachment will be deemed non-responsive.

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, or the principals, officers or RMO's of the organization, joint venture, any affiliate, parent or subsidiary company has not been found by a judge, arbitrator, jury, or a nolo contendere plea to have submitted a false or fraudulent claim.

Signed: \_\_\_\_\_

Dated: \_\_\_\_\_

*(Notarized Statement is Required for Attachment 3)*

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## ATTACHMENT 4

An officer of the company must sign and return the statement below with the prequalification statement. Any prequalification statements returned without completing the attachment will be deemed non-responsive.

I, \_\_\_\_\_, authorized agent of

\_\_\_\_\_  
*(Name of Organization)*

hereby certify, under penalty of perjury under the laws of the State of California that the answers and any attached statement(s) related to "Attachment 3" of the Contractor Prequalification for the organization are true on any project within the last ten (10) years.

Signed: \_\_\_\_\_

Dated: \_\_\_\_\_

*(Notarized Statement is Required for Attachment 4)*

## ATTACHMENT 5

### MEDIATION, ARBITRATION AND LITIGATION HISTORY

**Contractor will be immediately disqualified if any of the answers to questions 1 to 6 is “yes” and explanation(s) are not provided.**

1. In the past 10 calendar years has your firm been involved in mediation of a construction related dispute where the amount in dispute exceeded \$50,000?  
 Yes  No
2. In the past 10 calendar years has your firm filed a lawsuit or made a demand for arbitration where the amount is dispute exceeded \$50,000?  
 Yes  No
3. 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.
4. 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.
5. Has your firm or any of its owners, officers or partners ever been convicted of a federal or state crime of fraud, theft, or been found guilty of having submitted a false claim to a public agency within the last (10) years?  
 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.
6. Is your firm currently in litigation with the University of California?  
 Yes  No
7. The attachment below contains information regarding Contractor’s arbitration and litigation history. Applicant hereby acknowledges complete and full disclosure of the information requested.  
 Yes  No  
If “no”, Contractor will be immediately disqualified.

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## ATTACHMENT 6

### MEDIATION, ARBITRATION AND LITIGATION HISTORY

Claims History. Each Contractor will be evaluated to determine if the Contractor and/or persons or entities associated with Contractor have a history of having unmeritorious construction claims asserted by or on their behalf in litigation or arbitration and/or of having had meritorious construction claims asserted against them in litigation or arbitration.

In order to be evaluated, each Contractor must complete the Claims History portion of this questionnaire. Based on the information provided, each Contractor will be assigned a Claims History score.

One point will be scored by the Contractor for each qualifying lawsuit or arbitration, commenced within 10 calendar years preceding the deadline for submission of the prequalification questionnaire, in which Contractor and/or persons or entities associated with Contractor, had construction claims asserted by or on their behalf that were resolved by trial court judgment, arbitration award or settlement calling for receipt of less than 50% of the total amount of claims asserted in the lawsuit or arbitration.

One point will be scored by the Contractor for each qualifying lawsuit or arbitration, commenced within 10 calendar years preceding the deadline for submission of the prequalification questionnaire, in which Contractor and/or persons or entities associated with Contractor, had design or construction claims asserted against them, that were resolved by trial court judgment, arbitration award or settlement calling for receipt of more than 50% of the total amount of claims asserted in the lawsuit or arbitration.

Additionally, answer(s) "yes" to questions 3 to 6 will be reviewed and upon consideration of the issues, a decision will be rendered of point(s) to be scored.

Any Contractor with a score of 3 or more points will presumptively be considered not prequalified because the Contractor and/or persons or entities associated with Contractor have been a party to 3 or more lawsuits or arbitrations in which they either asserted, or had asserted on their behalf, unmeritorious construction claims or they had meritorious construction claims asserted against them.

The presumption may be rebutted if the University determines, after investigating any explanation offered in providing the Claims History, that the Contractor and/or persons or entities associated with Contractor have not been a party to 3 or more lawsuits or arbitrations in which they either asserted, or had asserted on their behalf, unmeritorious construction claims or they had meritorious construction claims asserted against them.

If the presumption is not rebutted, the Contractor will be deemed to have an unacceptable Claims History, and will not be prequalified for the Project that is the subject of this prequalification process.

## ATTACHMENT 7

### MEDIATION, ARBITRATION AND LITIGATION HISTORY

As used herein:

- “*Lawsuit*” means any lawsuit commenced within 10 calendar years preceding the deadline for submission of the prequalification questionnaire
- “*Arbitration*” means any binding arbitration commenced within 8 calendar years preceding the deadline for submission of the prequalification questionnaire
- “*Claim*” means a claim (excluding claims solely for the enforcement of stop notices) arising from design and/or construction work and includes, without limitation, claims for extra compensation and damages (including delay, disruption and acceleration damages, but excluding claims for personal injury or death), and claims for defective design or construction work.
- “*Pass-Through Claim*” has the meaning commonly ascribed to it in the construction industry and also includes (i) any claim that was or is asserted by a person or entity, in whole or in part, against an Owner on behalf of a different person or entity; and (ii) any claim that was or is asserted by an Owner against a person or entity, and that was subsequently reasserted, in whole or in part, against a different person or entity
- “*Member of Contractor*” means all firms and individuals who are intended to work as a part of, for, or under the Contractor on the Project that is the subject of this prequalification process and includes, without limitation, such firms or individuals who are prime contractors, contractors (to the extent known), architects, mechanical engineers, electrical engineers, civil engineers, structural engineers or geotechnical engineers
- Whenever a “*person*” or “*entity*” is referred to, the reference includes the person or entity and all partners, affiliates, subsidiaries, heirs, executors, administrators, assigns, predecessors and successors in interest of or to the person or entity. For instance, a reference to a Contractor includes the Contractor and all partners, affiliates, subsidiaries, heirs, executors, administrators, assigns, insurers, predecessor businesses and successor businesses of the Contractor.



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## ATTACHMENT 8

### LAWSUITS AND ARBITRATIONS BY CONTRACTOR

**Use one Form per Lawsuit or Arbitration (Make Copies as Needed)**

Case Name and Number including Name and Location of Court or Arbitration Service:

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Date Arbitration or Litigation Commenced: \_\_\_\_\_

Project or Contract Number: \_\_\_\_\_

Project Name: \_\_\_\_\_

Project or Contract Number: \_\_\_\_\_

Project Location: \_\_\_\_\_

(City) (State)

Name of Owner: \_\_\_\_\_

Contact Person and Title: \_\_\_\_\_

Owner's Phone Number: \_\_\_\_\_

Description of Claims: \_\_\_\_\_

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Highest Amount Sought For All Claims: \$ \_\_\_\_\_

Amount Recovered: \$ \_\_\_\_\_

Date of Claim Resolution: \_\_\_\_\_

Method of Resolution (check one):

- Judgment
- Arbitration Award
- Settlement
- Other (describe) \_\_\_\_\_

If the claims were resolved for less than 50% of the highest amount sought for all claims, state why the claims should not be considered unmeritorious design or construction claims asserted by or on behalf of Contractor and/or persons or entities associated with Contractor:

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## ATTACHMENT 9

### LAWSUITS AND ARBITRATIONS AGAINST CONTRACTOR

**Use one Form per Lawsuit or Arbitration (Make Copies as Needed)**

Case Name and Number including Name and Location of Court or Arbitration Service:

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Date Arbitration or Litigation Commenced: \_\_\_\_\_

Project or Contract Number: \_\_\_\_\_

Project Name: \_\_\_\_\_

Project or Contract Number: \_\_\_\_\_

Project Location: \_\_\_\_\_

\_\_\_\_\_  
(City) (State)

Name of Owner: \_\_\_\_\_

Contact Person and Title: \_\_\_\_\_

Owner's Phone Number: \_\_\_\_\_

Description of Claims: \_\_\_\_\_

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Highest Amount Sought For All Claims: \$ \_\_\_\_\_

Amount Recovered: \$ \_\_\_\_\_

Date of Claim Resolution: \_\_\_\_\_

Method of Resolution (check one):

- Judgment
- Arbitration Award
- Settlement
- Other (describe) \_\_\_\_\_

If the claims were resolved for more than 50% of the highest amount sought for all claims, state why the claims should not be considered meritorious design or construction claims asserted against Design Builder and/or persons or entities associated with Design Builder:

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## ATTACHMENT 10

### PROJECT EXPERIENCE

For contractors bidding more than one bid package, provide a list of three projects specific to each trade. Complete and return information requested on Attachment 10 for each project.

List the Prime Trade Bid Number and Description (listed on page 2) for which the below Projection Experience is described:

<u>Bid Package No.</u>	<u>Trade Package Description</u>
01 12 00. _____	_____

#### Use one Form per Project (Make Copies as Needed)

Project Name: \_\_\_\_\_

Project Location: \_\_\_\_\_  
\_\_\_\_\_ (City) (State)

Date of Completion: \_\_\_\_\_

Duration of Project: \_\_\_\_\_

Was this Project a new Multi-Family Housing Facility for Higher Education of 110,000 square feet or more?  
Yes  No

Was this Project a Structural Steel or Concrete building of at least five stories in height? Yes  No

Contract Value of Scope of Work Provided by this Contractor: \$ \_\_\_\_\_

Description of Scope of Work: \_\_\_\_\_  
\_\_\_\_\_

Name of General Contractor: \_\_\_\_\_

Contact Person and Title: \_\_\_\_\_

Contact Person's Phone Number: \_\_\_\_\_

Name of Owner: \_\_\_\_\_

Contact Person and Title: \_\_\_\_\_

Contact Person's Phone Number: \_\_\_\_\_

## ATTACHMENT 11

### INSURER

This project will be subject to the University Controlled Insurance Program (UCIP) which is mandatory for all projects over \$20 Million in value. The UCIP will cover the Prospective Contractor for all onsite risks with the exception of Automobile and Contractor's tools and equipment. The Prospective Contractor shall obtain and submit the Insurance Declaration(s) in the form shown below, for all offsite risks and for Automobile and Contractor's tools and equipment while on site. These declarations shall be signed by an authorized representative of its insurer and notarized. These limits are minimums and do not necessarily represent the limits required by any individual Prime Trade Contract (If more than one insurer, submit a completed form for each insurer). Please see Exhibit 1A (under separate cover) for more information on the UCIP.

Is the entity able to obtain insurance in the following limits for this construction contract?

YES  NO

<u>Commercial Form General Liability Insurance* - Limits of Liability</u>	<u>Minimum Requirement</u>
Each Occurrence - Combined Single Limit for Bodily Injury and Property Damage	\$1,000,000
Products - Completed Operations Aggregate	\$2,000,000
Personal and Advertising Injury	\$1,000,000
General Aggregate	\$2,000,000
<u>Business Automobile Liability Insurance* - Limits of Liability</u>	<u>Minimum Requirement</u>
Each Accident - Combined Single Limit for Bodily Injury and Property Damage	\$2,000,000
<u>Workers Compensation and Employer's Liability Insurance**</u>	<u>Minimum Requirement</u>
Workers Compensation:	(as required by Federal and State of California law)
<u>Employer's Liability:</u>	
Each Employee	\$1,000,000
Each Accident	\$1,000,000
Each Policy	\$1,000,000

\*This insurance must be (i) issued by companies with a Best rating of A- or better, and a financial classification of VIII or better (or an equivalent rating by Standard & Poor or Moody's) or (ii) guaranteed, under terms consented to by the University (such consent to not be unreasonably withheld), by companies with a Best rating of A- or better, and a financial classification of VIII or better (or an equivalent rating by Standard & Poor or Moody's). Further, the deductible, or retained limit, for each coverage shall not be more than \$100,000.

\*\*This insurance must be issued by companies (i) that have a Best rating of B+ or better, and a financial classification of VIII or better (or an equivalent rating by Standard & Poor or Moody's); or (ii) that are acceptable to the University.

**INSURANCE DECLARATION:**

***PROVIDE THIS DECLARATION TO YOUR INSURANCE CARRIER FOR COMPLETION. DO NOT HAVE THE CARRIER SUBMIT THIS DECLARATION DIRECTLY TO THE UNIVERSITY.***

The undersigned declares under penalty of perjury that below named insurer is currently willing to provide the insurance listed above and that this declaration was executed in \_\_\_\_\_ (County), \_\_\_\_\_, (State) on \_\_\_\_\_, 20\_\_\_\_ (Date).

\_\_\_\_\_  
(Signature)

\_\_\_\_\_  
(Name and Title - Printed or Typed)

\_\_\_\_\_  
(Representing [Insurer Name])

\_\_\_\_\_  
(Entity Name)

\_\_\_\_\_  
(Address)

\_\_\_\_\_  
(City, State, Zip Code)

\_\_\_\_\_  
(Telephone Number)

\_\_\_\_\_  
(Facsimile Number)

\_\_\_\_\_  
(E-mail)

***(ATTACH NOTARIZATION of INSURER REPRESENTATIVE'S SIGNATURE)***

END OF PREQUALIFICATION SUBMITTAL

# UCIP COVERAGE SUMMARY

EXHIBIT 1A

## THE REGENTS OF THE UNIVERSITY OF CALIFORNIA MASTER UNIVERSITY CONTROLLED INSURANCE PROGRAM (UCIP)

This Exhibit summarizes the UCIP Commercial General Liability, Umbrella/Excess Liability and Workers' Compensation policies and is not intended to reflect all the terms and conditions or exclusions of such policy as of the effective date of coverage. This document is not an insurance policy and does not amend, alter or extend the coverage afforded by the listed policy. The insurance afforded by the listed policy is subject to all the terms, exclusions and conditions of such policy. The policy is available for review by contacting the UCIP Administrator.

INSURANCE COMPANY: Various

BEST'S RATING: Various

NAMED INSURED / SPONSOR: The Regents of the University of California

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### COVERAGE:

#### Commercial General Liability

### LIMITS:

\$4,000,000	General Aggregate Limit
\$4,000,000	Products/ Completed Operations Aggregate Limit
\$2,000,000	Personal and Advertising Injury Limit (any one person or organization)
\$2,000,000	Each Occurrence Limit
\$1,000,000	Fire Legal Liability Limit(any one fire)
\$ 5,000	Medical Expense Limit (any one person)

**Annual reinstatement of limits applies. However, only one limit applies to the Products/ Completed Operations Extension Endorsement.**

### EXTENSIONS OF COVERAGE:

- Named Insured Endorsement
- Additional Definitions Endorsement
- Non-Cancelable except for 10 Day Notice for Non-Payment of Premium and 30 Day Notice for Non-Compliance of Safety Recommendations
- Assignment Consent Endorsement
- Amendment to Duties in the Event of Occurrence, Claim or Suit
- Additional Insured Endorsement (where required by Contract)
- Designated Premises Endorsement
- Amendment of Fellow Employee Exclusion
- Waiver of Subrogation Endorsement (where required by Contract)
- Knowledge & Notice of an Occurrence Endorsement
- 10-Year Completed Operations Extension
- Damage to Property Exclusion Modified
- Builder's Risk Endorsement
- Unintentional Errors & Omissions
- Amendment of Expected or Intended Injury Exclusion
- Property Damage to Insured's Work
- Amendment of Other Insurance

**KNOWN EXCLUSIONS:**

- Expected or Intended Injury
- Contractual Liability
- Liquor Liability
- Workers' Compensation and Similar Laws
- Employer's Liability
- Pollution
- Aircraft, Auto or Watercraft
- Mobile Equipment
- War
- Damage to Property
- Damage to Your Product
- Damage to Your Work
- Damage to Impaired Property or Property Not Physically Injured
- Recall of Products, Work or Impaired Property
- Personal and Advertising Injury
- Electronic Data
- Knowing Violation of Rights of Another
- Material Published with Knowledge of Falsity
- Material Published Prior to Policy Period
- Criminal Acts
- Contractual Liability
- Breach of Contract
- Quality or Performance of Goods – Failure to Conform to Statements
- Wrong Description of Prices
- Infringement of Copyright, Patent, Trademark or Trade Secret
- Insureds in Media and Internet Type Businesses
- Electronic Chatrooms or Bulletin boards
- Unauthorized Use of Another's Name or Product
- Pollution
- Pollution-Related
- War
- Distribution of Material in Violation of Statutes
- Exterior Insulation and Finish Systems
- Employment-Related Practices
- Total Pollution Exclusion with a Building, Cooling and Dehumidifying Equipment and Hostile Fire Exception
- Contractors' Professional Liability
- Nuclear Energy Liability Exclusion Endorsement (broad form)
- Silica or Silica Mixed Dust
- Fungi or Bacteria
- Lead
- Unintentional Errors or Omissions
- Asbestos
- Limited Contractual Liability
- Damage to the Project
- Prior Claims or Continuous Progressively Deteriorating Injury or Damage



**Contractor Obligations:** See Contract General Conditions, Article 11.1.9.8

<u>Contract Value (Bid Price) @ the Time of Loss Reported</u>	<u>Commercial General Liability Obligation (Contractor Deductibles)</u>
\$1,000,000 or Less	\$ 1,000
\$1,000,001 to \$10,000,000	\$ 5,000
\$10,000,001 and Over	\$25,000

University shall not collect an amount that exceeds the actual costs of the claim.

**COVERAGE:** **Workers' Compensation and Employer's Liability**

**TERRITORY:** California

**LIMIT OF LIABILITY:** Workers Compensation - Statutory  
 Employer's Liability Limits: \$2,000,000 Each Accident  
 \$2,000,000 Policy Limit  
 \$2,000,000 Each Employee

**KNOWN EXCLUSIONS:**

- Standard statutory exclusions
- Terrorism

**EXTENSIONS OF COVERAGE:**

- Voluntary Compensation & Employers Endorsement
- Non-Cancelable except for 10 Day Notice for Non-Payment of Premium and 30 Day Notice for Non-Compliance of Safety Recommendations
- Additional Definitions Endorsement
- Designated Workplace Endorsement
- Assignment Consent Endorsement
- Waiver of Rights to Recover from Others
- Knowledge of Injury Endorsement
- Alternate Employer Endorsement
- Unintentional Errors & Omissions Endorsement
- Longshore and Harbor Workers Coverage Endorsement
- Employer's Liability Stop Gap Endorsement

**DEDUCTIBLE:** None

**COVERAGE:**

**Umbrella / Excess Liability**

**LIMITS ARE PLACED  
IN LAYERS:**

\$100,000,000 Each Occurrence  
\$100,000,000 Annual Aggregate  
\$100,000,000 Products / Completed Operations  
\$ 250,000 Crisis Response Sublimit  
\$ 50,000 Excess Casualty Crisis Fund Limit

**DEDUCTIBLE:**

None

**EXTENSIONS OF  
COVERAGE:**

Following Form to Underlying Coverages except:

- Anti-Stacking Endorsement
- Continuing or Progressive Bodily Injury, Personal Injury or Property Damage Endorsement
- Damage Endorsement
- Named Peril & Time Element
- 10-Year Completed Operations Extension
- Designated Premises

**KNOWN EXCLUSIONS:**

Following Form to Underlying Coverages except:

- Chromated Copper Arsenate Exclusion
- Automobile Liability Exclusion
- Marine Liability

[End]