



**Subcontractor Pre-Qualification Documents  
for**

**University of California at Santa Barbara  
Faculty Club Renovation &  
Guest Room Addition**

**Project No. FM130557L/981740**

**PRE-QUALIFICATION QUESTIONNAIRES DUE:**

**February 25, 2014, at or before 3:00 PM**

**January 29, 2014**

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**NOTICE TO SUBCONTRACTORS REQUESTING  
PRE-QUALIFICATION DOCUMENTS  
FOR  
UNIVERSITY OF CALIFORNIA AT SANTA BARBARA  
FACULTY CLUB RENOVATION AND GUEST HOUSE ADDITION  
PROJECT NUMBER FM130557L/981740**

Diani Building Corp., Inc. (DBC) intends to prequalify subcontractors for the trades described below. DBC has been chosen by the University of California, Santa Barbara (“UCSB”) as construction manager at risk for the **Faculty Club Renovation and Guest House Addition** (“Project”). The Project will be constructed by subcontractors, each working under a separate contract with DBC as the General Contractor.

**THIS PROJECT IS NOT A UNIVERSITY CONTROLLED INSURANCE PROGRAM (UCIP)**

**GENERAL DESCRIPTION OF WORK**

The Faculty Club Renovation and Guest House Addition project will renovate the existing 1968 facility (14,595 SF), including updated kitchen facility, dining room, meeting rooms, guest rooms and the addition of administrative office space. The demolition of the existing swimming pool, associated equipment, lockers and squash courts will make way for the new construction (15,760 SF), consisting of 30 new guest rooms, housekeeping support space, and an exterior dining/event venue.

Construction start is estimated to be June 2014.

The estimated construction cost is **\$12,225,000**.

**BID PACKAGES REQUIRING PREQUALIFIED BIDDERS:**

Notice is hereby given that DBC has determined that subcontractors bidding on the Project for the following trade packages must be prequalified prior to submitting a Bid on the Project:

Landscape & Irrigation  
Structural Concrete & Pile Foundations  
Rough Carpentry  
Glazing and Storefront  
Lath & Plaster  
Drywall  
Kitchen Equipment  
HVAC & Controls  
Plumbing  
Electrical

It is mandatory that the subcontractors, who intend to submit a Bid on any of the above trade packages for this project (“Prospective Sub-Bidders”), fully complete the Prequalification Questionnaire (“PQQ”), provide all materials requested therein, and be pre-qualified by DBC to be on the final qualified Sub-Bidder’s list. The final list of prequalified Subcontractors will be issued following evaluation of the PQQ submittals by DBC and the University. Subtrades interested in bidding on a bid package not listed above do NOT need to submit a PQQ.



**CONSTRUCTION DOCUMENTS:**

The project drawings and specifications are going through a constructability review and design updates. It is anticipated that the final construction documents would become available for subcontractors bidding in March 2014.

**PREQUALIFICATION DEADLINE:**

Prequalification Questionnaires shall be submitted on or before the Prequalification Deadline by subcontractors interested in bidding on one or more of the listed Bid Packages:

**DATE: February 25, 2014**

**TIME: 3:00 PM**

**PRE-QUALIFICATION QUESTIONNAIRE:**

Prospective Sub-Bidders interested in submitting bids on the Project for any of the above listed Sub-Bidder Trade must be pre-qualified by submitting a PQQ package in the form provided by DBC. One (1) original (with financial statement) and two (2) copies of the PQQ submittal must be mailed or hand delivered by the Prequalification Deadline to DBC at:

Diani Building Corp.  
Attention: Greg Thompson P.E.  
351 N. Blosser Road  
Santa Maria, CA 93458  
Phone: (805) 925-9533

**PQQ submittal packages shall be submitted in sealed envelopes and shall include the following title on the front of the package, “Subcontractor PQQ for the UCSB Faculty Club and Guest House Addition Project.”** DBC will notify Prospective Trade Sub-Bidders within two (2) weeks after submitting the PQQ, if the Prospective Sub-Bidder meets the specified Subcontractor prequalification standards.

**OBTAINING PREQUALIFICATION DOCUMENTS:**

Prospective Sub-Bidders may obtain one (1) copy of the Prequalification Documents as follows:

**Online:** Diani Building Corp.’s ftp site: <ftp://ftp.diani.com/>  
When prompted, enter the following username and password  
Username: **FacultyPQQ** (case sensitive)  
Password: **23021**

**University  
Planroom (online):** <http://www.ucsbplanroom.com/>

**Or by Contacting  
DBC:** Greg Thompson P. E.  
(805) 925-9533  
[gregt@diani.com](mailto:gregt@diani.com)  
(Please request delivery receipt confirmation of all email sent).



**PROJECT SCHEDULE:** The anticipated Project schedule is summarized below:

<b>Preliminary Project Milestones</b>	<b>Date</b>
Issue Request for Subcontractor PQQ Submittals	January 29, 2014
PQQ Questions Deadline	February 12 2014
Subcontractor Deadline for PQQ Submittal	February 25, 2014
DBC Notifies Sub-Bidders of Prequalified Status	March 11, 2014
Bid Documents Available	March 25, 2014
Bid Deadline/Opening	April 29, 2014
Notice of Award	May 15, 2014
Anticipated Construction Start Date	June 2014
Anticipated Construction Completion Date	September 2015

The entire PQQ (i.e. completed PQQ, financial statements, etc.) submitted by Prospective Trade Sub-Bidders 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.

The Prospective Trade Sub-Bidder shall provide only complete and accurate information in their PQQ. The Prospective Trade Sub-Bidder acknowledges that DBC and the University are relying on the truth and accuracy of the responses contained herein. Each PQQ 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 Prospective Trade Sub-Bidder on whose behalf that person is signing. If any information provided by a Prospective Trade Sub-Bidder becomes inaccurate, the Prospective Sub-Bidder must immediately notify DBC and provide updated accurate information in writing, under penalty of perjury. Should a Prospective Trade Sub-Bidder omit or falsify requested information, DBC may designate the Prospective Trade Sub-Bidder as “not pre-qualified.”

The University reserves the right to waive non-material irregularities and omissions in the information contained in the pre-qualification application submitted and to make all final determinations. The University reserves the right to cancel this Notice or to reject any and all responses and PQQ submittals in its sole discretion.

Neither DBC nor the University shall be liable for any costs incurred by Trade Sub-Bidder in the preparation and submittal of responses to this Request for Subcontractor Prequalification Questionnaires. The Prospective Trade Sub-Bidder accepts all risks and cost associated with the completion of its PQQ without any financial guarantee by the University or DBC.

As used herein, the term “Prospective Trade Sub-Bidder” means the prospective Sub-Bidder submitting a Prequalification Questionnaire regardless of whether the entity is an individual company, joint venture, or partnership. Please note that the terms “Bidder”, “Subcontractor”, “Contractor”, “Company”, “Firm”, “Entity”, and “Organization” may sometimes be used interchangeably with the term “Prospective Trade Sub-Bidder.”

1/29, 1/31

**\*\*\*END OF NOTICE\*\*\***



**SUBCONTRACTOR PRE-QUALIFICATION  
FOR  
UNIVERSITY OF CALIFORNIA, SANTA BARBARA  
FACULTY CLUB AND GUEST HOUSE ADDITION PROJECT**

**Questions and Comments Form**

*(For use by prospective Trade Sub-Bidders for questions or comments regarding the Pre-qualification Documents), Deadline for questions and comments is February 12, 2014.*

Firm Name: \_\_\_\_\_

Contact Name: \_\_\_\_\_ Title: \_\_\_\_\_

Subcontractor Pre-qualification Questions/Comments:

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Phone Number & Email

\_\_\_\_\_  
Date

Submit to:                      Diani Building Corp.  
   Construction Manager  
   351 N. Blosser Road  
   Santa Maria, CA 93456  
   Attention: Greg Thompson P.E.  
   Phone: (805) 925-9533  
   Email: [gregt@diani.com](mailto:gregt@diani.com)  
   Fax: (805) 928-2150



**SUBCONTRACTOR PRE-QUALIFICATION  
FOR  
UNIVERSITY OF CALIFORNIA, SANTA BARBARA  
FACULTY CLUB AND GUEST HOUSE ADDITION PROJECT**

List each of the Bid Package(s) for which the entity is requesting prequalification (see page 1):

TRADE/BID PACKAGE DESCRIPTION:

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NOTE – The entity submitting this prequalification questionnaire must be the holder of the requisite license.

**CONTACT INFORMATION**

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

Legal Name of Firm:		
Mark One:	<input type="checkbox"/>	Corporation:
	<input type="checkbox"/>	Partnership
	<input type="checkbox"/>	Sole Proprietorship
	<input type="checkbox"/>	LLC
Contact Person:		
Office Address:		
Mailing Address:		
Phone:		
Email Address:		
If is sole Proprietor or Partnership		
Owner(s) of Company:		



**PART I ESSENTIAL REQUIREMENTS FOR QUALIFICATION**

**Subcontractor must pass each question, in order to pass Part I of the PQQ. A firm's failure to pass Part I shall result in its immediate disqualification.**

**Check the Appropriate Box(es) Below:**

1. Prospective Sub-Bidder possesses a valid and current California Contractor's license for the Bid Package(s) for which it intends to submit a Bid.

Yes  No "No" = Automatic Disqualification

2. Prospective Sub-Bidder will comply with and provide all insurance requirements as detailed in Insurance and Bonds and provide a notarized statement from its insurance provider, as described below.

Yes  No "No" = Automatic Disqualification

**NOTE: Prospective Sub-Bidder shall provide as part of their PQQ Submittal a notarized statement from the insurance carrier(s) or insurance broker that the Prospective Sub-Bidder will utilize on the Project, certifying that the specified insurance requirements will be met. Please note that these are preliminary insurance requirements and are subject to change. The Contractor will be required to provide insurance as provided for in the Project Bid Documents.**

3. Prospective Sub-Bidder 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 "No" = Automatic Disqualification

4. Has the Prospective Sub-Bidder attached the latest complete copy of a current financial statement with all accompanying notes and supplemental information? Date of financial statement must be 2012 or later. If Prospective Sub-Bidder is a wholly-owned subsidiary of another company, Prospective Sub-Bidder must also furnish a financial statement of the parent company with accompanying notes and supplemental information.

Yes  No "No" = Automatic Disqualification

5. Has the Prospective Sub-Bidder 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 your current available bonding capacity?

Yes  No "No" = Automatic Disqualification



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

6. Has the Prospective Sub-Bidder's contractor's license been revoked at any time in the last five (5) years?

Yes  No "Yes" = Automatic Disqualification

7. Has a surety firm completed a contract on the Prospective Sub-Bidder's behalf, or paid for completion because the Prospective Sub-Bidder's firm was terminated for default by an Owner within the last five (5) years?

Yes  No "Yes" = Automatic Disqualification

8. At the time of submitting this prequalification 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 "Yes" = Automatic Disqualification

9. At any time during the last five (5) years, has your firm or any of its Owners or officers been convicted of a crime involving the awarding of a contract of a government construction project, or the bidding or performance of a government contract?

Yes  No "Yes" = Automatic Disqualification

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

Yes  No "Yes" = Automatic Disqualification

11. In the last five (5) 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 Sub-Bidder?

Yes  No "Yes" = Automatic Disqualification

12. Has your firm or any of its owners, officers or partners ever been found liable in a civil suit or arbitration or found guilty in a criminal action for making a false claim or material misrepresentation to any public agency or entity?

Yes  No "Yes" = Automatic Disqualification

13. Has your firm or any of its owners, officers or partners ever been convicted of a crime, entered into a plea agreement or consent decree, involving any federal, state or local law related to construction?



Yes  No "Yes" = Automatic Disqualification

**PART II ORGANIZATION, HISTORY, ORGANIZATIONAL PERFORMANCE,  
COMPLIANCE WITH CIVIL AND CRIMINAL LAWS**

**Total Possible Points (130); Minimum Requirement is 110 Points**

**Some questions require written explanations or additional data. These questions will be scored on a sliding scale with maximum points indicated for each question. Scores will be dependent on the quality, nature and candor of the responses.**

**A. Current Organization and Structure of the Business  
(For information only; No points awarded)**

**For Firms That Are Corporations:**

1a.	Date Incorporated:		
1b.	Under the laws of what State:		
1c.	Is it a publicly traded Company:	<input type="checkbox"/> Yes	<input type="checkbox"/> No

1d. Provide all the following information for each person who is either (a) an officer of the corporation (president, vice president, secretary, treasurer), or (b) the Owner of at least ten percent (10%) of the corporation's stock.

Name	Position	Years with Company	% Ownership

**For Firms That Are Partnerships:**

1a.	Date of formation:	
1b.	Under the laws of what State:	

1c. Provide all the following information for each person who owns 10 percent (10%) or more of the firm. If no partner owns at least 10 percent (10%) of the firm, identify the three partners with the largest percentage ownership of the firm.

Name	Position	Years with Company	% Ownership



**For Firms That Are Sole Proprietorships:**

1a.	Date of formation:	
1b.	Under the laws of what State:	

1c. Provide all the following information for each person who owns 10 percent (10%) or more of the firm. NOTE: "Owner" and "partner" refer to ownership of ten percent (10%) or more of the business, or ten percent (10%) or more of its stock, if the business is a corporation.

Name	Position	Years with Company	% Ownership

**B. History of the Business and Organizational Performance Total Possible Points (38)**

2. Has there been any change in ownership of the firm at any time during the last three (3) years? (up to 4 Points)

Yes  No

If "yes", explain on a separate signed page.

3. Are any corporate officers, partners or owners associated with any other construction firms? (Up to 2 Points)

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

Yes  No

If "yes", explain on a separate signed page.



4. Is the firm a subsidiary, parent, holding company or affiliate of another construction firm? (Up to 2 Points)

**NOTE: Include information about other firms if one firm owns 50% or more of the other firm.**

Yes  No

If "yes", explain on a separate signed page.

5. State your firm's gross revenues for each of the last three (3) years: (Up to 10 points)

2012		2011		2010	
------	--	------	--	------	--

6. How many years has your organization been in business in California as a contractor under your present business name and license number? (Up to 5 Points; one point for each year in business)

Years

7. Was your firm in bankruptcy at any time during the last five (5) years? (This question refers only to a bankruptcy action that was not described in answer to question 10, Part I above) (Up to 5 Points)

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 any other document that ended the case, if no discharge order was issued.

8. Company financial strength based on the financial statement you provide, as requested in Part 1, question 4. (Up to 10 Points)

**C. Licenses Total Possible Points (7)**

9. List all license numbers, classifications and expiration dates of contractors licenses issued by the California State License Board held by your firm.

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



10. If any of your firm's license(s) are held in the name of a corporation or partnership, list below the names of the qualifying individual(s) listed on the CSLB records who are the license qualifier (Responsible Managing Officer or Responsible Managing Employee) for each license:


11. Has your firm changed names or license numbers in the past five (5) years? (Up to 1 Point)

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 (5) years? (Up to 1 Point)

Yes  No

If "yes", explain on a separate signed page.

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 (5) years? (Up to 5 Points)

Yes  No

**D. Disputes Total Possible Points (25)**

14. At any time in the last five (5) years has your firm been assessed and/or paid liquidated damages greater than \$5,000 under a construction contract with either a public or private Owner or General Contractor? (Up to 5 Points)

Yes  No

If "yes", explain on a separate signed page, identifying all such projects by owner, owner's address, the date of completion of the project, dollar amount of liquidated damages assessed, the number of days of delay for which liquidated damages were assessed and all other information necessary to fully explain the assessment of liquidated damages.



15. In the past five (5) years, has your firm, or any firm with which any of your firm's owners, officers or partners were associated, been debarred, disqualified, removed or otherwise prevented from bidding on, or completing any government agency or public works project for any reason? (Up to 5 Points)

Yes  No

If "yes," explain on a separate signed page. Provide details of the firm involved, its relationship to your firm, the name and role of the person from your firm who was associated with that company, year of the event, the name and contact for the project Owner, the name of the project and the basis for the action.

16. In the last five (5) years has **any claim against** your firm concerning your work on a construction project been the subject of **litigation or arbitration**? (Up to 5 Points)

**This question refers only to disputes between your firm and the general contractor or construction manager of a project. You need not include information about disputes between your firm and a supplier, another contractor, or subcontractor. You may omit reference to all disputes about amounts of less than \$50,000.**

Yes  No

If "yes", explain on a separate signed page. Identify the year of the event, the Owner, the Project, a synopsis of the issues and parties involved, and the basis for the finding by the Court or Arbitrator.

17. In the past five (5) years has **your firm made a claim** against a project general contractor or construction manager concerning your work on a project or payment for a contract and filed **that claim in court or arbitration**? (Up to 5 Points)

**This question refers only to disputes between your firm and the general contractor or construction manager of a project. You need not include information about disputes between your firm and a supplier, another contractor, or subcontractor. You may omit reference to all disputes about amounts of less than \$50,000.**

Yes  No

If "yes" how many instances:

If "yes", on separate signed pages of paper identify the claim(s) 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 or forum in which the claim was filed and a brief description of the status of the claim (pending or, if resolved, a brief description of the resolution). If "yes", are there any current claims against a project's general contractor or construction manager that should you lose the



claim(s), would adversely affect your financial position or your ability to meet your obligations if awarded the contract for this Project? If so, please explain.

18. In the past five (5) years, has any insurance carrier refused to renew the insurance policy for your firm for any form of insurance? (Up to 5 Points)

Yes  No

If "yes," explain on a separate signed page. Provide the Name of the insurance carrier, the form of insurance and the year of refusal.

**E. Criminal Matters and Related Civil Suits Total Possible Points (5)**

19. 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? (Up to 5 Points)

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.

**F. Bonding. Total Possible Points (20)**

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

**Bonding Company/Surety information (not Agency):**

Company Name:	
Address:	
Contact Person:	
Phone No.:	
Email Address:	
Bonding Capacity:	

**Agent information:**

Company Name:	
Address:	
Contact Person:	
Phone No.	
Email Address:	



21. Sub-Bidder is required to attach a current Rate Sheet from the Bonding Company as part of its PQQ Submittal. (Up to 10 Points)

22. During the last five (5) 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? (Up to 10 Points)

Yes  No

If "yes", provide details on a separate signed page 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.

**G. Compliance with Occupational Safety and Health Laws and with Other Labor Legislation Safety Total Possible Points (25)**

23. Has CAL OSHA cited and assessed penalties against your firm for any "serious," "willful" or "repeat" violations of its safety or health regulations in the past five (5) years? (Up to 5 Points)

**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" how many instances:

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.

24. Has the Federal Occupational Safety and Health Administration cited and assessed penalties against your firm in the past five (5) years? (Up to 5 Points)

**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" how many instances:



If "yes", attach a separate signed page describing each citation.

25. Does Prospective Sub-Bidder have a current average Workers' Compensation Experience Modification Rating (EMR) of 1.15 or less? (Up to 10 Points)

Yes  No

List below your firm's EMR for the past five years.

Year	EMR	Average EMR	
			NA
			NA
			3-year average
			4-year average
			5-Year average

Furnish a letter from your insurance agent, insurance carrier or state fund (on their letterhead) verifying your firm's EMR for the above years. To verify the above information, DBC may contact your firm's Workers' Compensation Insurance carrier. The Prospective Sub-Bidder shall authorize its carrier to release this information. Failure to release this information will result in automatic denial of qualification.

26. Do you require and hold documented safety meetings for construction employees and field supervisors at least once a week during the course of the project? ("Yes" = 5 Points)

Yes  No

**H. Prevailing Wage and Apprenticeship Compliance Record Total Possible Points (10)**

27. During the last five (5) years, has Prospective Sub-Bidder been found to have violated any provision of California apprenticeship laws or regulations, or the laws pertaining to use of apprentices on public works? (Up to 5 Points)

Yes  No

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

28. During the last five (5) years, has Prospective Sub-Bidder been required to pay either back wages or penalties for Prospective Sub-Bidder's failure to comply with the State's prevailing wage laws? (Up to 5 Points)

Yes  No



If “yes”, identify the violation by providing the project name, date of the violation, name of entity (or entities), a brief description of the nature of the violation, and brief description of the status of the violation (pending, or if resolved, a brief description of the resolution).

**PART III RECENT CONSTRUCTION PROJECTS COMPLETED / EXPERIENCE**  
**Total Possible Points (140) Per Project; Minimum Requirement is 200 Points**

1. Has the Prospective Sub-Bidder successfully completed at least two (2) comparable projects within the last seven (7) years, all of which were constructed in the State of California and one of which was characterized as public sector work? Fill out one Project Data Sheet for each Comparable Project (Attachment 1) for at least two (2) but not more than five (5) comparable projects. Substantial completion must have occurred after March 2007. Diani Building Corp. will select two projects from the submitted projects that most closely meet the criteria (1-5) below and check references.

Yes  No “No” = Automatic Disqualification

A. Subject to the above qualifications, a “comparable project” is defined as having the following items:

Items 1-5 score 5 to 10 points each per project (Maximum 80 points for Part III(1)(A); Minimum 60 Points required)

- 1) Project had a contract value for your portion of the work of at least 50% of the estimated cost of the Bid Package or project (described on pages 1 & 2). (10 Points)
- 2) Project was Type V, “wood frame construction”. (10 Points)
- 3) Project was characterized as public sector work. (5 Points)
- 4) Project scope performed was related to the bid package you are prequalifying for. (5 Points)
- 5) Project was Housing related. (10 Points)

B. Qualification and scoring of responses to Part III has two components. First the Prospective Sub-Bidder must comply with the Essential Requirements for Qualification, Part I. Secondly, the Prospective Sub-Bidder’s performance on reference projects presented in Part III will be scored based on references using questions and scoring criteria presented below with a maximum of 100 points each project (Maximum 200 points for Part III(1)(B)).

C. The following questions will be used to contact selected references for at least two (2) projects submitted from Item 1 above. Scoring will consist of verification of the



answers given in Section III A and B. The highest possible score is 140 points for each comparable project listed on Attachment 1. To prequalify, a score of at least two hundred and twenty (220) points for the total of both comparable projects is required. DBC will conduct the reference checks per comparable project. No action on the Prospective Sub-Bidder's part is necessary.

**These questions are included in the Prequalification Documents for informational purposes only – Sub-Bidders do not need to answer the following questions 1) through 10). Each question has a Possible Point Score of up to 10.**

- 1) Are there any outstanding stop notices, liens, or claims by the Prospective Sub-Bidder that are currently unresolved on contracts for which notices of completion were recorded more than 120 days ago?
- 2) On a scale of 1-10, with 10 being the best, did the Prospective Sub-Bidder provide adequate personnel?
- 3) On a scale of 1-10, with 10 being the best, did the Prospective Sub-Bidder provide adequate supervision?
- 4) On a scale of 1-10, with 10 being the best, did the Prospective Sub-Bidder adhere to the project schedule that your (agency) (business) approved?
- 5) Was the project completed on time? (10 points if the answer is "yes") Or, if the answer is "no", on a scale of 1-10, with 10 being the best, to what extent was the Prospective Sub-Bidder responsible for the delay in completion?
- 6) On a scale of 1-10, with 10 being the best, rate how the Prospective Sub-Bidder performed in turning in Operations & Maintenance manuals, completing as-built drawings, providing required training and taking care of warranty items?
- 7) On a scale of 1-10, with 10 being the best, rate the Prospective Sub-Bidder on whether there were a high number of claims, given the nature of the project, or difficulty in resolving them.
- 8) On a scale of 1-10, with 10 being the best, rate the Prospective Sub-Bidder with respect to timely payments by the Prospective Sub-Bidder to subcontractors and suppliers.
- 9) On a scale of 1-10, with 10 being the best, rate the Prospective Sub-Bidder with respect to safety. Did the Prospective Sub-Bidder provide routine safety training?
- 10) On a scale of 1-10, with 10 being the best, how would you rate the overall quality of the Prospective Sub-Bidder's work?



**UNIVERSITY OF CALIFORNIA AT SANTA BARBARA  
FACULTY CLUB RENOVATION AND GUEST HOUSE ADDITION  
PROJECT NUMBER FM130557L/981740**

**PROJECT DATA SHEET – COMPARABLE PROJECT**

***For contractors prequalifying for more than one unrelated Bid Package, provide this Attachment 1 specific to each unrelated Bid Package.***

List the Bid Package Description (listed on pages 1 and 2) for which the below Projection Experience is applicable:

Bid Package/Project Description

--

Complete and submit the following Project Data Sheet for each comparable project as defined by Part III, Item 1 above as evidence of the firm’s experience. **(Duplicate the Project Data Sheet Form for each project.)**

1.	Project Name:			
2.	Project Location (include full address, if any):			
	Street:			
	City, State & Zip:			
3.	Project Description (Write Below):			
4.	Construction Type:			
5.	Size (gross sq.ft.):			
6.	Name of General Contractor/construction Manager who constructed this project:			
7.	Did your firm act as a contractor during the entire project, Yes or No:			
8.	Overall Project Construction Cost at Bid (best guess):		\$	
9.	Your Subcontracted Amount at Bid:		\$	
10.	The trade(s) your firm was subcontracted for:			
11.	Was construction of the project completed within the last 7 years? Yes or No			



	Year project completed:			
12	Project Owner Information:			
	Project Owner Name:			
	Project Owner Address:			
	Street:			
	City, State & Zip:			
	Contact Name:			
	Phone No.:		Email Address:	
13.	Project General Contractor (GC) / Construction Manager (CM) Information:			
	Project GC/CM Name:			
	Project GC/CM Address:			
	Street:			
	City, State & Zip			
	Contact Name:			
	Phone No.:		Email Address:	
14.	Type V Wood Frame Construction? Yes or No:			
15.	Was the project characterized as public sector work? Yes or No:			
16.	Was the project a Housing project? Yes or No:			
17.	Scope Performed:			

**Please note: Contact information (contact name and phone numbers) must be correct. References that cannot be reached may be grounds for disqualification.**



## **PART IV ATTACHMENTS**

**The following Attachments follow:**

- **ATTACHMENT 1 – PREQUALIFICATION SCORE SHEET** (Does not need to be returned with the prequalification package)
- **ATTACHMENT 2 – AFFIDAVIT** (Return with the prequalification package)
- **ATTACHMENT 3 – GENERAL CONDITIONS ARTICLE 11 INSURANCE AND BONDS** (Reference only)
- **ATTACHMENT 4 – SUPPLEMENTARY CONDITIONS ARTICLE 11** (Reference only)



**ATTACHMENT 1**

**UNIVERSITY OF CALIFORNIA AT SANTA BARBARA  
FACULTY CLUB RENOVATION AND GUEST HOUSE ADDITION  
PROJECT NUMBER FM130557L/981740**

**PREQUALIFICATION SCORE SHEET**

**FOR REFERENCE ONLY, ATTACHMENT 1 TO BE COMPLETED BY DBC**

Company Name: \_\_\_\_\_

Bid Package: \_\_\_\_\_

<b>PART 1</b>	<b>ESSENTIAL REQUIREMENTS FOR QUALIFICATION</b>	<b>Actual</b>
	PASS / FAIL	<input type="text"/>
<b>PART 2</b>	<b>ORGANIZATION, HISTORY, ORGANIZATIONAL PERFORMANCE, COMPLIANCE WITH CIVIL AND CRIMINAL LAWS</b>	
<u>Para.</u>	Total Possible This Section (130)	
B	Total Possible Points (38)	<input type="text"/>
C	Total Possible Points (7)	<input type="text"/>
D	Total Possible Points (25)	<input type="text"/>
E	Total Possible Points (5)	<input type="text"/>
F	Total Possible Points (20)	<input type="text"/>
G	Total Possible Points (25)	<input type="text"/>
H	Total Possible Points (10)	<input type="text"/>
Part 2	PASS / FAIL (Minimum 110 Points Required)	<input type="text"/>
<b>PART 3</b>	<b>RECENT CONSTRUCTION PROJECTS COMPLETED / EXPERIENCE</b>	
<u>Para.</u>	Total Possible This Section (280)	
A	Essential Requirements Project 1 (40)	<input type="text"/>
A	Essential Requirements Project 2 (40)	<input type="text"/>
A	PASS / FAIL (Minimum 60 Points Required)	<input type="text"/>
B	Comparable Project 1 Total Possible Points (100)	<input type="text"/>
B	Comparable Project 2 Total Possible Points (100)	<input type="text"/>
PART 3	PASS / FAIL (Minimum 220 Points Required)	<input type="text"/>
	Total Possible Points All Sections (410)	Total All Sections <input type="text"/>



**ATTACHMENT 2**

**UNIVERSITY OF CALIFORNIA AT SANTA BARBARA  
FACULTY CLUB RENOVATION AND GUEST HOUSE ADDITION  
PROJECT NUMBER FM130557L/981740**

**AFFIDAVIT**

We, the undersigned, \_\_\_\_\_ (name) as the authorized representatives for \_\_\_\_\_ (company) a Prospective Sub-Bidder for the **UCSB Faculty Club Renovation and Guest House Addition Project**, do hereby attest that all statements and representations made herein are true and correct to the best of our knowledge. These statements are made openly and freely without intent to influence or embellish actual conditions or circumstances that occurred. I declare under penalty of perjury under the laws of the State of California that the foregoing is correct.

We acknowledge that we have received Addenda \_\_\_\_ through \_\_\_\_\_. We understand that DBC and/or University will investigate any and all statements and representations made by us and our firm in this Prequalification Questionnaire and we freely give our permission for them to do so. Should releases be required by any of our former customers, professional, financial or bonding institutions to release verification of the enclosed data, we have provided them. We agree to waive any claims against DBC, the University, Construction Manager, Design Consultants and/or any third party for the release of the information obtained by or provided to the University to evaluate this Prequalification Questionnaire and related documents, data and information.

We further understand that any false statement or representations made in this Prequalification Questionnaire will result in disqualification of our firm as a Sub-Bidder for the Project. If it is determined that these false statements or representations were purposefully made to change, hide, or obscure negative information from DBC or the University in an attempt to qualify under these false pretenses, the action will result in loss of eligibility for our firm to qualify for any University of California, Santa Barbara construction contracts for a minimum period of one (1) year and a maximum period of five (5) years from the date of discovery.

Name: \_\_\_\_\_  
Signature: \_\_\_\_\_  
Title: \_\_\_\_\_  
Date: \_\_\_\_\_



# ATTACHMENT 3 - GENERAL CONDITIONS ARTICLE 11 INSURANCE & BONDS

Faculty Club Renovation and Guest House Addition

Project No.:FM130557L/981740

## ARTICLE 11

### INSURANCE AND BONDS

#### 11.1 CM/CONTRACTOR'S INSURANCE

11.1.1 CM/Contractor shall, at its expense, purchase and maintain in full force and effect such Insurance as will protect itself and University from claims, such as for bodily injury, wrongful death, and property damage, which may arise out of or result from the Work required by the Contract Documents, whether such Work is done by CM/Contractor, by any Subcontractor, by anyone directly or indirectly employed by any of them, or by anyone for whose acts any of them may be liable. The amounts of such insurance and any additional insurance requirements are specified in the Supplementary Conditions. See Article 3.21 of the General Conditions regarding the scope and extent of CM/Contractor's liability for repair of damaged Work.

11.1.2 The following policies and coverages shall be furnished by CM/Contractor:

- .1 COMMERCIAL FORM GENERAL LIABILITY INSURANCE covering all Work done by or on behalf of CM/Contractor and providing insurance for bodily injury, wrongful death, personal injury, property damage, and contractual liability. Except with respect to bodily injury and property damage included within the products and completed operations hazards, the aggregate limit shall apply separately to Work required of CM/Contractor by these Contract Documents. If the Insurance under this Article 11.1.2.1 is written on a claims-made form, coverage shall continue for a period of not less than 3 years following termination of this Contract. Coverage shall provide for a retroactive date of placement prior to or coinciding with the effective date of this Contract.
- .2 BUSINESS AUTOMOBILE LIABILITY INSURANCE on an "Occurrence" form covering owned, hired, leased, and non-owned automobiles used by or on behalf of CM/Contractor and providing insurance for bodily injury and property damage.
- .3 WORKERS' COMPENSATION AND EMPLOYER'S LIABILITY INSURANCE as required by Federal and State of California law. CM/Contractor shall also require all of its Subcontractors to maintain this insurance coverage.

11.1.3 The coverages required under this Article 11 shall not in any way limit the liability of CM/Contractor.

11.1.4 Certificates of Insurance, as evidence of the insurance required by these Contract Documents and on the form contained in the Exhibits, shall be submitted by CM/Contractor to University. The Certificates of Insurance shall provide for no cancellation or modification of coverage without prior written notice to University, in accordance with policy provisions.

11.1.5 In the event CM/Contractor does not comply with these insurance requirements, University may, at its option, provide insurance coverage to protect University; and the cost of such insurance shall be paid by CM/Contractor and may be deducted from the Contract Sum.

11.1.6 CM/Contractor's insurance as required by Article 11.1.2, shall, by endorsement to the policies, include the following:

- .1 The Regents of the University of California, The University of California, University, and each of their Representatives, consultants, officers, agents, employees, and each of their Representative's consultants, regardless of whether or not identified in the Contract Documents or to the Contractor in writing, will be included as additional insureds on the Contractor's General Liability Insurance for and relating to the Work to be performed by the Contractor and Subcontractors pursuant to additional insured endorsement CG2010 (11/85) or a combination of both CG 2010 (10/01 or 07/04) and CG 2037 (10/01 or 07/04). This requirement shall not apply to Worker's Compensation and Employer's Liability Insurance.

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- .2 A Severability of Interest Clause that shall be primary insurance as respects The Regents of the University of California, its officers, agents and employees. Any insurance or self-insurance maintained by The Regents of the University of California shall be excess of and non-contributory with this insurance. The provision shall state that, "The term 'insured' is hereby used severally and not collectively, but the inclusion herein of more than one insured shall not operate to increase the limits of the insurers' liability."
- .3 A Cross Liability Clause stating that, "In the event of claims being made under any of the coverages of the policies referred to herein by one or more insureds hereunder for which another insured hereunder may be liable, then the policies shall cover such insureds against whom a claim is made or may be made in the same manner as if separate policies had been Issued to each insured hereunder. Nothing contained herein, however, shall operate to increase the insurers' limits of liability as set forth in the insuring agreements."
- .4 University, University's consultants, University's Representative, and University's Representative's consultants will not by reason of their inclusion as insureds incur liability to the Insurance carriers for payment of premiums for such insurance.
- .5 Coverage provided is primary and is not in excess of or contributing with any insurance or self-insurance maintained by University, University's consultants, University's Representative, and University's Representative's consultants. This provision, however, shall only apply as per the stipulations of Article 11.1.6.1.
- .6 The Professional Liability Insurance policy shall include Contractual Liability Coverage or endorsements to the insurance policies for Contractual Liability Coverage for liability that would exist In the absence of the contract.

11.1.7 The form and substance of all insurance policies required to be obtained by CM/Contractor shall be subject to approval by University. All policies required by Articles 11.1.2.1, 11.1.2.2, and 11.1.2.3 above shall be issued by companies with ratings and financial classifications as specified in the Supplementary Conditions.

11.1.8 CM/Contractor shall, by mutual agreement with University, furnish any additional insurance as may be required by University. CM/Contractor shall provide Certificates of Insurance evidencing such additional insurance.

11.1.9 The Certificate of Insurance Exhibit shall show (1) all companies affording coverage and (2) the name of the insured exactly in the manner as shown on the Bid Form. The name of the insured must be the name under which the entity is licensed by the Contractors State License Board.

11.1.10 If insurance company refuses to use the Certificate of Insurance Exhibit, it must attach a Certificate of Insurance evidencing compliance with this Article 11 and Special Provisions 1 through 3 on Certificate of Insurance Exhibit.

11.1.11 At the request of University, CM/Contractor shall submit to University copies of the policies obtained by CM/Contractor.

## **11.2 BUILDER'S RISK PROPERTY INSURANCE**

11.2.1 If and only if the Anticipated Contract Value exceeds \$200,000 at the time of award, University will provide its standard builder's risk property Insurance, subject to the deductibles, terms and conditions, exclusions, and limitations as contained In the provisions of the policy. A copy of the University's standard builder's risk property insurance policy is available at the University's Facility office. In addition, a summary of the provisions of the policy is included as an Exhibit to the Contract. CM/Contractor agrees that the University's provision of its standard builder's risk property insurance policy meets the University's obligation to provide builder's risk property insurance under the Contract and, in the event of a conflict between the provisions of the policy and any summary or description of the provisions contained herein or otherwise, the provisions of the policy shall control and shall be conclusively presumed to fulfill the University's obligation to provide such insurance. The proceeds under such insurance policies taken out by University insuring the Work and materials will be payable to University and CM/Contractor as their respective interests, from time to time, may appear. CM/Contractor shall be responsible for the deductible amount in the event of a loss. In addition, nothing in this Article 11.2 shall be construed to relieve CM/Contractor of full responsibility for loss of or damage to materials not incorporated in the Work, and for CM/Contractor's tools and equipment used to perform the Work, whether on the Project site or elsewhere, or to relieve CM/Contractor of its responsibilities referred to under this Article 11. "Materials Incorporated In the Work, " as used in this Article 11.2, shall mean materials furnished while in transit to, stored at, or in permanent place at the Project site.

11.2.2 Insurance policies referred to under this Article 11.2 shall:

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.1 Include a provision that the policies are primary and do not participate with nor are excess over any other valid collectible insurance carried by CM/Contractor.

.2 Include a waiver of subrogation against CM/Contractor, its Subcontractors, its agents and employees.

11.2.3 Builder's risk Insurance coverage under this Article 11.2 will expire on the date of Final Completion recited in a Notice of Completion filed pursuant to Article 9.8.1. Should a Notice of Completion be filed more than 10 days after the date of Final Completion, the date of Final Completion recited in the Notice of Completion will govern.

### **11.3 PERFORMANCE BOND AND PAYMENT BOND**

11.3.1 CM/Contractor shall furnish bonds covering the faithful performance of the Contract (Performance Bond) and payment of obligations arising thereunder (Payment Bond) on the forms contained in the Exhibits.

11.3.2 The Payment Bond and Performance Bond shall each be in the amount of the Anticipated Contract Value less the Phase 1 Contract Sum. If thereafter the Contract Sum exceeds the Anticipated Contract Value less the Phase 1 Contract Sum, CM/Contractor shall furnish supplemental Payment and Performance Bonds in an amount equal to any Increase in the Contract Sum above the Anticipated Contract Value.

11.3.3 The Payment Bond and Performance Bond shall be in effect prior to the date the Contract Amendment for Phase 2 is signed by University. The CM/Contractor shall provide Payment Bond and Performance Bond within ten (10) days of Notice of Intent.

11.3.4 CM/Contractor shall promptly furnish such additional security as may be required by University to protect its interests and those interests of persons or firms supplying labor or materials to the Construction Work.

11.3.5 Surety companies used by CM/Contractor shall be, on the date the Contract is signed by University, an admitted surety Insurer (as defined in the California Code of Civil Procedure Section 995.120).

11.3.6 The premiums for the Payment Bond and Performance Bond shall be paid by CM/Contractor.

END

ATTACHMENT 4 - SUPPLEMENTARY CONDITIONS ARTICLE 11

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- 5. ADD THE FOLLOWING GENERAL CONDITIONS ARTICLES IN THEIR ENTIRETY TO READ AS FOLLOWS:

ARTICLE 11 – INSURANCE AND BONDS

11.1.12 CM/Contractor may require all Subcontractors added by Contract Amendment to provide Insurance meeting the requirements of Article 11 In amounts up to and Including the limits specified below. CM/Contractor shall include in its Option Sum - Phase 2 the cost of insurance provided by subcontractors added by Contract Amendment, to the extent the cost 'results from the CM/Contractor's decision to require insurance exceeding the requirements of Article 11 and/or the specified limits:

Table with 2 columns: Description and Minimum Requirement. Rows include Commercial Form General Liability Insurance-Limits of Liability, Business Automobile Liability Insurance-Limits of Liability, and Workers' Compensation and Employer's Liability Insurance.

- 6. REPLACE THE FOLLOWING GENERAL CONDITIONS ARTICLES IN THEIR ENTIRETY TO READ AS FOLLOWS:

ARTICLE 11-INSURANCE AND BONDS

Article 11.3 of the General Conditions is replaced In Its entirety with the following revised Article 11.3 (see also Article 5.2-Supplementary Instructions to Bidders):

11.3 PERFORMANCE BOND AND PAYMENT BOND

11.3.1 CM/Contractor shall furnish bonds covering the faithful performance of the Contract (Performance Bond) and payment of obligations arising thereunder (Payment Bond) on the forms contained In the Exhibits.

11.3.2 The Payment Bond and Performance Bond shall each be in the amount of the Phase 1 Contract Sum.

11.3.3 The Payment Bond and Performance Bond shall be Increased so that each Is in the amount of the Anticipated Contract Value less the Phase 1 Contract Sum. The CM/Contractor shall provide the increased Payment Bond and the Increased Performance Bond within ten (10) days of Notice of Intent.

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If thereafter the Contract Sum exceeds the Anticipated Contract Value less the Phase 1 Contract Sum, CM/Contractor shall furnish supplemental Payment and Performance Bonds In an amount equal to any increase in the Contract Sum above the Anticipated Contract Value.

11.3.4 CM/Contractor shall promptly furnish such additional security as may be required by University to protect its interests and those Interests of persons or firms supplying labor or materials to the Construction Work.

11.3.5 Surety companies used by CM/Contractor shall be, on the date the Contract is signed by University, an admitted surety insurer (as defined in the California Code of Civil Procedure Section 995.120).

11.3.6 The premiums for the Payment Bond and Performance Bond shall be paid by CM/Contractor.

11.3.7 If CM/Contractor fails to furnish the Increased performance and payment bonds required hereunder within 10 days of the University's issuance of the Notice of Intent, University may:

.1 Elect to not exercise Its Option for Phase 2 and not award a contract for Construction Work to another contractor, in which case the CM/Contractor shall pay to the University, as liquidated damages, \$250,000, or

.2 Elect to not exercise its Option for Phase 2 and award a contract for the Construction Work to another contractor, in which case the CM/Contractor shall pay to the University the difference between the amount of the Option Sum Phase 2 and the larger amount for which University procures the Work, plus liquidated damages at the rate specified in Article 6 of the Agreement, for each day of delay, beyond the 10 days for furnishing the increased payment and performance bonds, in awarding a contract for the Construction Work to another contractor, or

.3 Elect to exercise Its Option for Phase 2, after the CM/Contractor furnishes the payment and performance bonds, in which case the CM/Contractor shall pay to the University liquidated damages at the rate specified in Article 6 of the Agreement, for each day of delay beyond the 10 days for furnishing the increased payment and performance bonds.

END