

## Bueno, Amy

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**From:** Allen-Cantley, Nalani  
**Sent:** Friday, February 12, 2016 8:59 AM  
**To:** Mindeguia, Yvette Alzugaray; Campbell, Paula; Grima, Charlotte; Mar, Susan; Sebers, Ryan; Bhatia, Leticia; Krause, Michael; Spaulding, Jay; Fentanes, Donna; Bueno, Amy; Blundell, Claudette; O, Ted; Gonzalez, Judith; Chan, Jennifer; Mar, Susan; Valenzuela, Judy; Krienke, Jason; Hemmerla, Karl; Mamou, Joyce  
**Subject:** Items approved/not approved at February 11 Board meeting

### Here is the recap of approved items.

**Closed session** – 2 expulsion recommendations

#### Consent

##### Educational Services

Student travel proposals

SPSAs

##### Human Resources

Certificated Assignment Order

Classified Assignment Order

##### Business Services

Donations

Declaration of surplus property

2015-16 fundraising event(s)

Contracts/Agreements under \$25,000

#### Action

##### Administration

District's Strategic Plan

##### Educational Services

Resolution #16-06: People First

Educator Effectiveness Grant

Dept. of Rehabilitation agreement

Title 1 conference participation

Significant disproportionality contracts

##### Human Resources

Agreement with CSEA Paraprofessional I & approval of Public Disclosure-AB 1200

2016/2017 and 2017/2018 school year calendars **2016/2017 option #1 only was approved**

##### Business Services

Resolution #16-05: Supporting SCA 5 on how commercial properties are assessed.

Resolution #16-04: Measure J/Approval of pre-qualification process for contractors

Measure J/Prequalification agreement with Chavan and Associates consultants

Measure J/Parkway modular agreement

Measure J/Parkway fencing

Measure J/Parkway cabinets

Measure J/Buri Buri QKA grading permit

#### *Nalani Allen-Cantley*

Sr. Executive Assistant to the Superintendent  
South San Francisco Unified School District

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## **Bueno, Amy**

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**From:** Krause, Michael  
**Sent:** Friday, February 12, 2016 12:12 AM  
**To:** Fentanes, Donna; Bueno, Amy  
**Cc:** Savidge, Bill; Bonner, Jeff  
**Subject:** Measure J Board items

Good morning:

All Measure J items were approved by the Board last night. POs will have to be made and contracts will have to be sent to the respected parties. I will sign and send to you today.

Thank you,  
Michael Krause

**SOUTH SAN FRANCISCO UNIFIED SCHOOL DISTRICT  
BOARD OF TRUSTEES  
AGENDA AND ORDER OF BUSINESS – REGULAR MEETING  
Thursday, February 11, 2016**

**Baden High School – Gymnasium  
825 Southwood Drive, South San Francisco, California**

**OPEN SESSION - 6:00 p.m.**

**A. CALL TO ORDER**

**CLOSED SESSION - 6:00 p.m.**

1. To consider two (2) expulsion waiver hearing recommendations in accordance with CDE Sections 48915 and 48918.
2. To provide direction to the Assistant Superintendent of Human Resources regarding negotiations with SSFAFT.
3. To provide direction to the Associate Superintendent of Human Resources regarding negotiations with SSFCTA.
4. Conference with Legal Counsel – Anticipated Litigation, initiation of litigation pursuant to paragraph (4) of subsection (d) of Government Code Section 54956.9 (one case).

**RECONVENE INTO OPEN SESSION – 7:00 p.m.**

**B. ROLL CALL**

- C. PLEDGE OF ALLEGIANCE** will be led by Sunshine Gardens Elementary School 5<sup>th</sup> grader Rey Alferez.

**D. REPORTING OUT FROM CLOSED SESSION**

**E. OATHS OF OFFICE**

The Oaths of Office will be administered to the newly appointed Board members, John Baker and Daina Lujan who will then be seated with their fellow Trustees.

**F. REVIEW OF AGENDA**

**G. RECOGNITION AWARDS – volunteers**

**H. PTA COUNCIL REMARKS**

**I. STAFF ASSOCIATION REPRESENTATIVES' REMARKS**

South San Francisco Federation of Adult Educators  
South San Francisco Classroom Teachers Association  
California School Employees Association Chapter 197

**J. PERSONNEL COMMISSION**

**K. ITEMS FROM BOARD**

- Announcements
- Board Calendar
- Board Committee Reports

**L. SUPERINTENDENT'S REPORT**

- a. Recognition of appreciation for outgoing Student Trustee Perez
- b. Recognition for Natali Vazquez, Student Athlete of the Week
- c. Other
  - ASB Reports
    - Alan Perez, ASB President, South San Francisco High School
    - Tiana Valerio, ASB President, El Camino High School

**M. COMMUNICATIONS**

Public comments are limited to three minutes per individual. Name/address cards are placed in the back of the room to be completed and given to the secretary. The Board President will call upon individuals in random order who have requested to speak. Each person may only speak once, and is required to address the Board from the podium. The meeting is recorded. Individuals may address the Board concerning school business not on the agenda, but public comment cannot be acted upon or discussed by the Board unless placed on the agenda at a subsequent meeting, in accordance with the law (Brown Act). The Board may request staff to respond orally at the meeting or in writing at a future time.

**N. PRESENTATIONS**

*(Individual presentations are limited to a maximum of 10 minutes.)*

**1. EDUCATIONAL SERVICES**

**a. Teaching and learning presentation:  
Sunshine Gardens Elementary School**

Principal Nadia Oskolkoff will share with the Board educational priorities and programs at Sunshine Gardens Elementary School.

**b. Middle College at Skyline College**

Interim Director of Middle College at Skyline College, Raymond Jones, will provide an update on the Skyline College Middle College program, a collaboration between SSFUSD and the San Mateo County Community College District.

**2. ADMINISTRATION**

**a. Parent Project**

Maggie Furey, a Parent Project Coordinator, will provide the Board with an overview of the Parent Project at SSFHS.

**O. CONSENT AGENDA: The following items are submitted for Board approval. One motion will authorize action for those items so designated.**

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| <b>1. ADMINISTRATION</b>  |             |
| a. Minutes to the Regular Board Meeting, December 10, 2015.   | 1 - 16      |
| b. Minutes to the Special Board Meeting, December 15, 2015.   | 17 - 29     |
| c. Minutes to the Special Board Meeting, January 11, 2016.  | 30 - 31     |
| d. Minutes to the Regular Board Meeting, January 14, 2016.  | 32 - 47     |
| e. Minutes to the Special Board Meeting, January 20, 2016.  | 48 - 51     |
| f. Minutes to the Special Board Meeting, January 21, 2016.  | 52 - 58     |
| <b>2. EDUCATIONAL SERVICES</b>  |             |
| a. Staff recommends permission for Children’s Center and Martin preschool to go on four field trips in February and March 2016.   | 59 - 60     |
| b. Staff recommends permission for SSFHS Earth Club students to travel to Big Sur, CA, March 11 – 13, 2016.                       | 61 - 62     |
| c. Staff recommends permission for Alta Loma Middle School students to travel to Washington, D.C./New York, March 25 – 31, 2016.  | 63 - 64     |
| d. Staff recommends the approval of permission for SSFHS students to travel to the Marin Headlands in Marin, CA, April 6-7, 2016. | 65 - 66     |
| e. Staff recommends permission for SSFHS students to travel to the State History Day Competition in Rocklin, CA, May 6 – 7, 2016. | 67 - 68     |
| f. Staff recommends approval of Single Plan for Student Achievement (SPSA)s for all sites.  | 69          |
| <b>3. HUMAN RESOURCES</b>   |             |
| a. Certificated Personnel Assignment Order  | 70          |
| b. Classified Personnel Assignment Order  | 71          |

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**4. BUSINESS SERVICES**

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|--|---------|
| a. Gifts to the District, January 2016   | 72 - 74 |
| b. Staff recommends the approval of the declaration of surplus property.                             | 75 - 78 |
| c. Staff recommends the approval of SSFHS and ECHS fundraising events for the 2015-2016 school year. | 79 - 80 |
| d. Staff recommends the approval of professional service agreements under \$25,000.                  | 81 - 82 |

INFORMATION/DISCUSSION

**1. ADMINISTRATION**

**a. 1st reading of District's updated Board Policies** 83 - 187

Staff will present to the Board, the first reading of the updated District's Board Policies as follows:

1. BP 1330 Use of school facilities
2. BP 3270 Sale and disposal of books, equipment and supplies
3. BP 3312 Contracts
4. BP 3553 Free and reduced meals
5. BP 3555 Nutrition program compliance
6. BP 4112.42 Drug and alcohol testing for school bus drivers
7. BP 5022 Student and family privacy rights
8. BP 5125.1 Release of directory information
9. BP 5126 Awards for achievement
10. BP 5144.4 Required parental attendance
11. BP 5145.3 Nondiscrimination-harassment
12. BP 6143 Courses of study
13. BP 6145 Extracurricular and cocurricular activities
14. BP 6158 Independent study
15. BP 6163.4 Student use of technology
16. BP 6171 Title I programs
17. BP 6174 Education for English Language Learners
18. BP 6178 Career Technical Education
19. BP 6185 Community Day School
20. BP 7212 Mello Roos districts

**b. Rescheduling of February 25 Board meeting** 188

Staff will present to the Board, a request from a Board member to consider rescheduling the February 25 Board meeting due to a conflict with the Chamber Installation and Business Awards Dinner which occurs on the same night.

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- c. 2016 Board retreat dates and topics** 189

Staff will discuss with the Board, potential topics and dates for 2016 retreats, particularly given there are two new Board members.

**2. HUMAN RESOURCES**

- a. Update on Mandated Reporting** 190 - 191

Staff will present to the Board, an update on new legislation which imposes annual mandated reporter training obligations on all California school districts.

- b. Update on Restorative Justice** 192 - 193

Staff will review what has been done and possible next steps in regards to recommendations of implementation of Restorative Justice Practices' and philosophy in the District.

**ACTION**

**1. ADMINISTRATION**

- a. Resolution No. 16-03 African American History Month** 194

Staff recommends the adoption of Resolution #16-03: Honoring African American History Month.

- b. Approval of District's Strategic Plan** 195 - 198

Staff recommends the approval of the District's Strategic Plan, as presented to the Board.

- c. Approval to reschedule February 25 Board meeting** 199

Based on their earlier discussion, the Trustees may or may not vote on whether or not to reschedule the February 25 Board meeting due to a conflict with the Chamber Installation and Business Awards Dinner which occurs on the same night.

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|---|-------------|
| <b>2. EDUCATIONAL SERVICES</b>  |             |
| <b>a. Resolution No. 16-06 People First</b>   | 200 - 202   |
| Staff recommends the adoption of Resolution #16-06: To affirm that policies and procedures should utilize People-First Terminology to the greatest extent possible, especially those utilized by county and local educational agencies.   |             |
| <b>b. Approval of Educator Effectiveness Grant</b>  | 203 - 206   |
| Staff recommends the approval of “Educator Effectiveness Block Grant” Plan, as presented to the Board.  |             |
| <b>c. Approval of Department of Rehabilitation agreement</b>  | 207 - 239   |
| Staff recommends the approval of the 2015-2016 to 2016-2017 Work Experience (WE) Can Work contract with the Department of Rehabilitation, as presented to the Board.  |             |
| <b>d. Approval of Title 1 conference participation</b>  | 240 - 243   |
| Staff recommends the approval of the proposed SSFUSD staff participation in the 2016 California Title 1 conference, as presented to the Board.  |             |
| <b>e. Approval of significant disproportionality contracts</b>  | 244 - 256   |
| Staff recommends the approval of proposals to address the District’s Significant Disproportionality in the area of over-identification of subgroup eligibility for special education, as presented to the Board.  |             |
| <b>3. HUMAN RESOURCES</b>   |             |
| <b>a. Adoption of tentative CSEA #197 Paraprofessionals agreement and approval of corresponding AB 1200</b>   | 257 - 267   |
| Staff recommends the adoption of the tentative agreement dated January 12, 2016, between the South San Francisco Unified School District and California School Employees Association #197 regarding training requirements for Preschool Paraprofessional Aides and pursuant to Government Code Section 3547.5, approval of the corresponding AB 1200 document, as presented to the Board. |             |

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- b. **Approval of school year calendars** 268 - 274

Staff recommends the approval of the District's instructional calendars for the school years 2016-2017 and 2017-2018, as presented to the Board.

**4. BUSINESS SERVICES**

- a. **Resolution No. 16-05 Supporting SCA 5** 275 - 276

Staff recommends the adoption of Resolution #16-05: State Constitutional Amendment No. 5 that will establish the regular and fair reassessment of commercial and industrial property to market value while protecting small businesses and maintaining Proposition 13 protections for residential properties including homeowners and renters

- b. **Resolution No. 16-04: Measure J/Approval of pre-qualification process for contractors** 277 - 323

Staff recommends the adoption of Resolution #16-04: To approve the Measure J prequalification processes and standards for District projects subject to the prequalification requirement.

- c. **Measure J/Approval of prequalification agreement** 324 - 327

Staff recommends the approval of an agreement with Chavan and Associates, in the amount of \$30,000, for consultation work in the contractor prequalification process, as presented to the Board.

- d. **Measure J/Approval of Parkway Heights modular agreement** 328 - 337

Staff recommends the approval of an agreement with Mobile Modular, in the amount of \$100,752, for the rental of modular classrooms at Parkway Heights, as presented to the Board.

- e. **Measure J/Approval of Parkway Heights fencing** 338 - 339

Staff recommends the approval of an agreement with SCS Fence, in the amount of \$2212.50, for temporary fencing for at Parkway Heights, as presented to the Board.

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- f. **Measure J/Approval of Parkway Heights cabinets** 340 - 341

Staff recommends the approval of an agreement with Trident Installations, in the amount of \$4,275, for cabinetry at Parkway Heights, as presented to the Board.

- g. **Measure J/Approval of Buri Buri QKA grading permit** 342 - 345

Staff recommends the approval of a QKA fee adjustment, in the amount of \$7,600, request for additional architectural services concerning the SSF grading permit at Buri Buri, as presented to the Board.

**REVIEW OF FUTURE AGENDA ITEMS AND MEETINGS**

**February 25, 2016**

- Teaching and learning presentation – Spruce Elementary School
- Resolution honoring Women’s History Month
- 2016 CSBA Delegate Assembly election
- Update on OpTerra's 3rd year Solar Savings
- Update on OpTerra energy plan
- Update on 2014-2015 audit
- Presentation on “Every 15 minutes”
- Approval of Summer School programs
- Measure J update
- Presentation on Peninsula Humane Society work with Baden students
- Approval of SSF and District workability MOU
- Adoption of agreement with SSFAFT & approval of AB 1200
- Expulsion/suspension reports and discipline at SSFHS
- Public hearing - “Sunshine” with CTA
- Suspension of CAHSEE communications at MS/HS
- Approval of Genentech MOU (Science Garage)

**March 10, 2016**

- Teaching and learning presentation – Ponderosa Elementary School
- Second interim budget report “positive certification”
- Measure J at Martin Elementary School
- Appointment of Committee for the Parent Project
- Public hearing - “Sunshine” with CSEA
- Approval of Middle College MOU
- Approval of auditing firm

**March 24, 2016**

- Teaching and learning presentation – El Camino High School

- Teaching and learning presentation – South San Francisco High School
- Community Meeting at Parkway Heights Middle School
- Presentation on RBC Bond sale
- Resolution for Red Cross Month

#### **April 14, 2016 - Televised (Municipal Building)**

- Teaching and learning presentation – Martin Elementary School
- Williams report for 1st quarter ending 3/31/16
- Resolutions for Retirements

#### **April 28, 2016**

- Teaching and learning presentation – Junipero Serra Elementary School
- Resolutions for Retirees
- Measure J/Update on Summer construction projects
- Resolution for Day of the Teacher
- LCAP update

#### **May 12, 2016**

- Teaching and learning presentation – Westborough Middle School
- Resolution for Classified School Employee Week
- Resolutions for Retirements
- Approval of Board meeting calendar for the 2016-2017 school year
- Recognition for outgoing Student Trustee
- Resolution for Asian Pacific American Heritage Month
- Approval of Graduates - Baden, ECHS and SSFHS
- Approval of Certificates of Completion - Baden, ECHS and SSFHS
- Approval for destruction of Disposable Class 3 records
- Approval of designated representatives to CIF
- Recognition for Spelling Bee winner

#### **May 26, 2016**

- Teaching and learning presentation – Baden/Adult Education
- May revision of the Governor's 2016-2017 budget

## **SUMMARY OF BOARD DIRECTIVES**

### **GOOD AND WELFARE**

- Comments from Board Members and Superintendent

## **ADJOURNMENT**

Copies of the agenda only are posted next to the front door of the District Office at 398 B Street, and at the following public libraries: South San Francisco libraries, West Orange and Grand Avenue, and the Daly City Library on Wembly Avenue, Daly City. It is also available for review at the District's website: [www.ssfusd.org](http://www.ssfusd.org) (Click on *Board Meeting Agendas and Minutes*).

1) A CD is made of the Open Session of each meeting; 2) Any writing or document that is a public record relating to an open session agenda item, and is distributed less than 72 hours prior to a regular meeting will be made available for public inspection in the District Office located at 398 B Street, South San Francisco, California 94080. If however, the document or writing is not distributed until the regular meeting to which it relates, then the document or writing will be made available to the public at the location of the meeting, as listed on this agenda.; and 3) For special accommodation to participate in this meeting, please contact the Office of the Superintendent, a minimum of 48 hours prior to the meeting: Telephone--(650) 877-8705, Fax--(650) 588-8113 or e-mail: [ncantley@ssfusd.org](mailto:ncantley@ssfusd.org)

contract. It is expected that Student TN make satisfactory academic progress, maintain positive attendance, and demonstrate good behavior. That Student TN shall be considered to have completed the period of expulsion by meeting the above conditions by the end of the end of the fall semester of the 2016-2017 school year, December 22, 2016.

**E. CEREMONIAL OATHS OF OFFICE**

Claire Ramsey, wife of John Baker and Dan Lujan, husband of Daina Lujan administered the Oaths of Office to these newly appointed Board members who were then seated with their fellow Trustees.

**F. REVIEW OF AGENDA** – Dr. Shawnterra Moore asked that the item to recognize an ECHS student at this meeting be moved up in the agenda, following the volunteers.

President Patrick Lucy moved Business Services action items (3 b, c, d, e, f, and g) concerning Measure J be moved to right before the Consent Agenda.

**G. RECOGNITION AWARDS** – Trustee Judy Bush and Principal Monica Nagy recognized Sunshine Gardens Elementary School volunteers Lana August, Rodney Corpuz, Alma Ibarra, and Diana Romero.

- a. **Certificate of recognition for Natali Vazquez, Student Athlete of the Week** – Superintendent Moore said the Board is recognizing ECHS student Natali Vazquez, for her distinction as an Athlete of the Week. She is a senior and a standout on her school's wrestling team.

**H. PTA COUNCIL REMARKS** – PTA President Martina Goodman congratulated Trustees Baker and Lujan. At last week's Founder's Day dinner, former Trustee Maurice Goodman was honored for his service. The Honorary Service Award was given to Principal Debby Mirt.

**I. STAFF ASSOCIATION REPRESENTATIVES' REMARKS -**

**South San Francisco Federation of Adult Educators** – None

**South San Francisco Classroom Teachers Association** – President Allison Light said it is good having a full Board. Looking forward to next year, LCAP will be the focus for evaluating programs and making changes if needed. It is important to have LCAP stakeholder meetings. She recommends building on the Strategic Plan framework to determine how the District will spend monies.

**California School Employees Association Chapter 197** – President Jolene Malfatti welcomed Trustees Baker and Lujan. She is concerned that many Classified positions have remained unfilled for many years and appreciates that Messrs. Jay Spaulding and Michael Krause are listening to her views. The lack of

## ASB Reports

- Tiana Valerio, ASB President, El Camino High School, highlighted recent and upcoming events on campus. She welcomed the new Board members. Prom bids start next week. An inter-class track meet, the first ever outdoor rally after school, is being planned. A rally was held before this evening's basketball game. An "awesome" 8<sup>th</sup> grade night was held where counselors spoke with parents. With the Board's help, the auto shop class is back on campus. A Genentech Job Shadow day was held with sixty students this year, up from 30 students last year. The Elegant Evening will return next year. She is excited to join the Board as a Student Trustee at the next meeting.
- Alan Perez, ASB President, South San Francisco High School, shared events at his school with the Board. He congratulated the two new Trustees. In the past week, the jazz ensemble gave an amazing performance. On Tuesday, the 8<sup>th</sup> grade showcase night was held with a great turnout. Students and parents explored clubs and activities on campus. On Wednesday, the Earth Club's "Dinner in the Dark" raised \$2,500. A 2-day Valentine's fundraiser included marriage in the quad. Prom bids are being sold. The Juniors National History Day competition is approaching, with an "Explore, Encounter and Exchange" theme this year. The Genentech Job Shadow day provided an opportunity and resources for students. The Youth in Government partnership with the District takes place on February 24. He participates in the student newspaper, "Warrior Post", which has grown this year with great content.

## M. COMMUNICATIONS

Elizabeth Campos, a member of the SSFHS ASB and the Community Relations Committee, spoke about a car show on campus April 30 and a future dance (date TBD).

Pati Boyd, a Buri Buri PTA member, welcomed the new Board members. She spoke about being disappointed with construction being completely disrupted at the site and that USS Cal was removed without community input. The Board has failed the Buri Buri children.

Lauren Kitchen, another Buri Buri PTA member, spoke about being frustrated and sad regarding that site's construction. The school is in crisis and students need a safe, welcoming environment. She said the Board needs to hear parents and get the work done right.

Stacey Turpin, a Buri Buri PTA member, congratulated the new Trustees. She recognized the commitment of Principal Vicky Dye and teachers at the site and asked that parents have input on the new contractor.

Adolfo Leiva, a Buri Buri parent, said he appreciated the presentation Mr. Krause gave at the recent community meeting. He wants to see more Board members at the

community meetings. He spoke about needing constructive meetings and not ones where people vent. He suggested moving Measure J Bond items up in the agenda.

Cameron Wu Cardona, a Buri Buri parent, said he is concerned with the state of construction and asked the Board to reconsider changing contractors mid-stream. The priority is for the students who are in jeopardy without essential buildings on campus.

Juliana Choy Sommer, a sub-contractor under USS Cal, spoke about not receiving payment since November. She is concerned that future payments for her and other small companies associated with the Bond will not be made and asked the Board to give this matter their attention.

## **N. PRESENTATIONS**

### **1. EDUCATIONAL SERVICES**

#### **a. Teaching and learning presentation: Sunshine Gardens Elementary School**

Principal Nadia Oskolkoff shared educational priorities and programs at Sunshine Gardens Elementary School.

#### **b. Middle College at Skyline College**

Interim Director of Middle College at Skyline College, Raymond Jones, provided the following update on the Skyline College Middle College program, a collaboration between SSFUSD and the San Mateo County Community College District:

- Opened on August 12, 2015.
- 25 students from SSFHS and 17 from ECHS began program.
- Different from CSM and Cañada with an emphasis on being a transfer program.
- Fall 2015 –
  - Retention Rate: 92% of all Middle College students will continue from one academic year to the beginning of the next academic year.
  - Good Academic Standing (GAS) Rate: 80% of all Middle College students will meet the 2.0 grade point average performance level required to stay in good academic standing.
- Academic Improvement Plan (AIP) – (currently underperforming at 20%)
  - Meet with parent/guardian and student to determine the factors for the underperformance and develop home support
  - Weekly academic support group to monitor academic progress, i.e., assignments, study plan, etc.

- Class topics are:
  1. Introduction to culturally informed focused Parent Project
  2. Understanding children
  3. Addressing problematic behavior
  4. Parent's formula for success
  5. Adolescent drug use
  6. The out-of-control child
  7. Relationships and development action plans
  8. Finding help and support
  9. Dynamics of change
  10. Managing conflict at home
  11. Active listening
  12. Graduation
- SSFHS December - 80% graduation rate (21 out of 24 students)
- Parent participation is strong in SSFUSD

The Board members thanked Ms. Furey for the presentation and the assistance the program provides parents in the District.

## ACTION

### **4. BUSINESS SERVICES**

#### **b. Resolution No. 16-04: Measure J/Approval of pre-qualification process for contractors**

Board Clerk Bush read the resolution.

MOTION # (Acosta/Lujan) to adopt #16-04 Approval of the pre-qualification process for contractors. (AYES: Student Trustee Perez, Acosta, Baker, Bush, Lucy, Lujan; NOES: None). Motion Carried (Unanimous)

#### **c. Measure J/Approval of prequalification agreement**

Assistant Superintendent Krause said the previously approved resolution begins the process and the prequalification of contractors is the first step. This firm has worked with other districts, comes recommended and has been vetted. The list of pre-qualified firms will be coming to the Board after Chavan and Assoc. has finished their process.

MOTION # (Lujan/Bush) to approve an agreement with Chavan and Associates, in the amount of \$30,000, for consultation work in the contractor prequalification process. Motion Carried. (Unanimous)

**d. Measure J/Approval of Parkway Heights modular agreement**

Mr. Krause reported that twelve modules have been used by students since February 2014. The lease agreement is expiring and the District will assume it for at least twelve months without a cost increase.

MOTION # (Lucy/Bush) to approve an agreement with Mobile Modular, in the amount of \$100,752, for the rental of modular classrooms at Parkway Heights. Motion Carried. (Unanimous)

**e. Measure J/Approval of Parkway Heights fencing**

Assistant Superintendent Krause said additional fencing, as a barrier between the students and construction, is needed.

MOTION # (Bush/Baker) to approve an agreement with SCS Fence, in the amount of \$2212.50, for temporary fencing for at Parkway Heights. Motion Carried. (Unanimous)

**f. Measure J/Approval of Parkway Heights cabinets**

Mr. Krause said the science and art classroom cabinetry was switched and now needs to be reversed. President Lucy asked why the District is paying for the mistake. Mr. Krause replied that conversations with the sub-contractor who installed the cabinets incorrectly are not fruitful and the error needs to be corrected so classes can open. The charges are being further discussed with the sub-contractor.

MOTION # (Lucy/Acosta) to approve an agreement with Trident Installations, in the amount of \$4,275, for cabinetry at Parkway Heights. Motion Carried. (Unanimous)

**g. Measure J/Approval of Buri Buri QKA grading permit**

Mr. Krause said movement of the dirt pile at the site requires a grading permit. The QKA contract did not include such a permit as the District was never told one was required. The fee is for QKA to complete the needed forms, which the District cannot do.

MOTION # (Bush/Lujan) to approve a QKA fee adjustment, in the amount of \$7,600, request for additional architectural services concerning the SSF grading permit at Buri Buri. Motion Carried. (Unanimous)

## **SUMMARY OF BOARD DIRECTIVES**

1. Dr. Bhatia to provide Board with the number of Earth Club students.
2. Dr. Bhatia to inform Board on what the Aaron Boyd project is.
3. Dr. Moore to check on prior Board Bylaw and Policy changes recaps with Mrs. Blundell.
4. Dr. Moore and Mrs. Blundell to compare BP 5145.3 for possible omitted paragraph.

## **GOOD AND WELFARE**

Student Trustee Perez thanked the Board for the opportunity to serve. He learned much and can use the skills for his future.

Trustee Lujan thanked everyone for a great first meeting. She looks forward to seeing everyone at community events.

Vice President Acosta welcomed the new Trustees and thanked Cabinet and Senior Executive Assistant Nalani Allen-Cantley for their work. She extended her apologies to the Buri Buri community for not being able to attend the recent meeting as she was in class that night. She attended the Spruce Mariachi event, which was “impressive”.

Trustee Baker said he looks forward to working as a team. He attended the PTA Founder’s Day dinner and found it valuable to see the role of the PTA. He, along with President Lucy, Dr. Moore and Dr. Spaulding went to the Buri Buri PTA meeting and found it difficult to see the disruption for the students. He said it was reassuring that parents were complimentary of Principal Dye and the teachers.

Trustee Bush thanked Dr. Moore, Cabinet and Mrs. Allen-Cantley for the increased amount of information they provide which the Board uses to make decisions. She apologized for not attending the Buri Buri meeting due to a prior commitment, but hopes to attend future meetings which are a priority for her. She complimented Student Trustee Perez, who was “phenomenal on the Board” and hopes he returns to the District after his college graduation. Ms. Bush attended the jazz ensemble performance and felt proud of those students. She congratulated President Lucy on completing the MIG courses. Trustee Bush asked about LCAP stakeholder meeting information getting to the community. Dr. Bhatia said the information is on the District website and being communicated by the principals. Trustee Bush said the LCAP funds are needed to fill Classified positions, including maintenance and warehouse, which are departments that have been assisting in the Measure J program.

President Lucy said the jazz ensemble and other musical events are amazing. He and Dr. Spaulding attended the Rotary’s Mardi Gras event. Regarding Buri Buri, he said the issues are as troublesome for the Board as they are for the community. They must decide to look at the whole District and be comfortable with their decisions to build a better future. He thanked Dr. Moore, Cabinet and Mrs. Allen-Cantley for their work.

## **ADJOURNMENT – 10:54 p.m.**

**SOUTH SAN FRANCISCO UNIFIED SCHOOL DISTRICT**

**MEMORANDUM**

**TO:** Board of Trustees  
**FROM:** Shawnterra Moore, Ed.D., Superintendent  
**THRU:** Michael Krause, Assistant Superintendent – Business Services  
**DATE:** February 11, 2016  
**RE:** Professional Services Agreements

---

**BACKGROUND:**

The following Professional Service Agreements are being submitted for approval:

**Buri Buri Elementary School**

\$3,000 Mouse Squad California – Provide teacher training, support & curricular resources for an afterschool student technology class.

\$310 San Francisco Zoo Mobile – Educate students on animal classification, life cycles and habitats through up-close hands-on experience with live animals.

**Sunshine Gardens Elementary School**

\$1,300 Bureau of Lectures – Students will learn African History by engaging & interacting with performers.

**Business Services**

\$21,500 Christy White Associates – 2014/15 Measure J Bond Auditors

**Superintendent**

\$12,000 Tom Delapp – To Provide support & consultation to Superintendent on messaging to community particularly with a focus on Bond Construction.

**FISCAL IMPLICATIONS:**

Listed above.

# SOUTH SAN FRANCISCO UNIFIED SCHOOL DISTRICT

## MEMORANDUM

**TO:** Board of Trustees

**FROM:** Shawnterra Moore, Ed.D., Superintendent

**THRU:** Michael Krause, Assistant Superintendent – Business Services

**DATE:** February 11, 2016

**RE:** Resolution No. 16-04  
Adopting Bidder Prequalification Process and Standards

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### **BACKGROUND:**

Section 20111.6 of the California Public Contract Code requires the governing boards of California school districts to prequalify contractors for construction projects that use funds received pursuant to the Leroy F. Greene School Facilities Act of 1998 or any funds received from any future state school bond for a public project that involves a projected expenditure of one million dollars (\$1,000,000) or more. Pursuant to section 20111.6, all general contractors and all subcontractors seeking to provide mechanical, electrical, or plumbing services for District projects described above must be prequalified prior to submitting bids (or being listed as subcontractors on bids).

The law requires school district governing boards to adopt and apply a uniform system of rating bidders on the basis of completed standardized questionnaires and financial statements.

District staff has consulted with counsel and other advisors to develop the proposed prequalification process, standardized questionnaires, financial statement requirements and rating criteria included as Exhibits A and B to the attached Resolution. This process is intended to ensure that prospective bidders have the proper financial ability and experience in performing public works to deliver quality work on District projects. Staff recommends that the District contract with an outside auditing firm to perform the prequalification reviews pursuant to the process and standards adopted by the Board of Trustees.

**FISCAL IMPLICATIONS:**

TBD-To be paid from Fund 21, Bond Fund.

**RECOMMENDATION:**

Staff recommends that the Board of Trustees adopt Resolution 16-04, as presented, thereby approving these prequalification processes and standards for District projects subject to the prequalification requirement.

**SOUTH SAN FRANCISCO UNIFIED SCHOOL DISTRICT  
398 B STREET, SOUTH SAN FRANCISCO, CA 94080**

**CONTRACTOR'S PRE-QUALIFICATION FOR  
NEW CONSTRUCTION AND MODERNIZATION PROJECTS  
OF  
THE SOUTH SAN FRANCISCO UNIFIED  
SCHOOL DISTRICT  
2016  
MECHANICAL CONTRACTORS  
ELECTRICAL CONTRACTORS  
PLUMBING CONTRACTORS**

As a condition of bidding on the above-referenced Projects or serving as a subcontractor on such Projects, and in accordance with the provisions of California Public Contract Code sections 20111.5 and 20111.6, prospective mechanical, electrical, and plumbing contractors are required to submit to the District, no later than **[TBD]**, a completed pre-qualification package on forms supplied by the South San Francisco Unified School District ("District") and a financial statement as specified herein. The value of individual bid packages may range from \$175,000 to \$30 million.

**1. REQUEST FOR PRE-QUALIFICATION OF BIDDERS**

The District requires from all prospective mechanical, electrical, and plumbing ("MEP") contractors on qualifying District Projects, whether such MEP contractors are prospective bidders or subcontractors, answers to all questions contained in a standard form pre-qualification questionnaire, and a detailed financial statement as stated herein. The pre-qualification questionnaire requests detailed information, including background, experience, financial ability and references in performing public works projects.

For projects for which the District uses funds received pursuant to the Leroy F. Greene School Facilities Act of 1998 or any funds from any future State school bond for a public project that involves projected expenditure of one million dollars (\$1,000,000) or more, the project shall meet the prequalification criteria set forth in section 20111.6 of the California Public Contract Code, including that no bid shall be accepted from any person required to prequalify to bid on any such project unless the person has submitted the prequalification form at least fifteen (15) business days prior to the date fixed for the public opening of sealed bids and the person has been prequalified for at least five (5) business days prior to that date. Because the District cannot guarantee that prequalification can be accomplished on these time lines in every case, potential bidders are encouraged to prequalify as early as possible prior to a project's bid opening.

These documents will be the basis of rating MEP contractors. All questions must be answered. If a question is not applicable, then indicate a response of "N/A". "You" or "Yours" as used herein refers to the prospective bidders' firm and any of its owners, officers, principals and qualifying individuals.

If additional sheets are required for any of the responses, please attach additional sheets of paper signed by the owner, officer, principal and/or qualifying individual. Failure to provide any information requested may result in a reduced rating or disqualification from bidding on any project subject to the District's pre-qualification policy. Any false statement will result in the immediate disqualification from bidding on all District Projects.

Each MEP Contractor shall have a duly authorized owner, officer or principal complete the questionnaire and verify the truth of the information provided therein and in the financial statement.

Each MEP Contractor must submit its most current compiled, reviewed or year-end audited financial statements, which must have been prepared by a Certified Public Accountant within twelve (12) months of each MEP Contractor's submission of its pre-qualification package.

Each MEP contractor's reviewed or audited financial statements shall not be made by any individual who is in the regular employment of the Contractor submitting the statement, nor by any individual who has more than a ten percent (10%) financial interest in the Contractor's business.

## 2. SUBMISSION OF COMPLETED STATEMENTS

The completed pre-qualification questionnaire and financial statements and supporting documents should be submitted on or before [TBD].

### DELIVERY METHOD

Pre-Qualification Packages must be submitted electronically, as follows:

You must send your contact information (name, company name, email address, and phone number) to: [TBD]

**Hardcopy, facsimile and emailed copies will NOT be accepted.**

Bids on District projects will not be accepted from contractors that did not timely submit a completed pre-qualification questionnaire and financial statements to the District nor will bids be accepted that list an MEP subcontractor that has not been prequalified by the District as required under section 20111.6 of the Public Contract Code.

## 3. STANDARD OF REVIEW

An Independent Accounting Firm, using a uniform system of rating bidders will review questionnaires. MEP contractors will be notified in writing with respect to whether they are qualified to provide services on District projects.

## 4. NOTIFICATION OF PRE-QUALIFICATION RESULTS

MEP contractors will be notified of their pre-qualification status.

In the event that the MEP contractor bidder is unable to obtain a bond in the time and form prescribed by the District, the MEP contractor shall be suspended from the qualified Contractor's list and not be allowed to bid or serve as a subcontractor on District projects until proof of bondability is provided.

## 5. APPEAL PROCESS

Should an MEP contractor not agree with the decision regarding prequalification, that MEP contractor may appeal the decision to the Superintendent, or her designee. The appeal must consist of a written request to the Assistant Superintendent, Business Services, at SSFUSD, 398 B Street, South San Francisco, CA 94080, setting forth the specific reasons for the appeal and must be received by the District, by certified mail, within seven (7) calendar days of the receipt of pre-qualification rating, by certified mail. The Superintendent, or her designee, shall consider the appeal within three (3) business days of the filing of the notice of appeal and allow the MEP contractor an opportunity to be heard on the rating. The appellant and the District may present evidence, testimony and information relevant to the rating. The Superintendent, or her designee, shall issue a written decision after the conclusion of the hearing and mail or cause to be delivered said decision to the appellant within three (3) business days.

Should the MEP contractor be dissatisfied with the Superintendent's, or her designee's, written decision, the aggrieved contractor may appeal the same to the Board of Trustees. This is to be done by filing a written notice of appeal to the Assistant Superintendent, Business Services, at the address noted above, setting forth the specific reasons, within five (5) calendar days of receipt of the decision of the Superintendent, or her designee. The Board of Trustees shall hold a hearing on the pre-qualification rating within three (3) weeks, or as soon thereafter as possible, of receipt of the notice of appeal. Pending the hearing before the Board of Trustees, the decision of the Superintendent, or her designee, shall remain in full force and effect. Should the decision of the Superintendent, or her designee, be reversed or revised by the Board of Trustees, the decision shall take effect as of the date of the Board of Trustees' decision and shall not be retroactive. The decision of the Board of Trustees shall be final. Said decision shall be mailed or delivered to all parties.

It is the intention of the District that the date for the submission and opening of bids will not be delayed or postponed to allow for completion of an appeal process.

The District reserves the right to waive non-material irregularities and omissions in the information contained in the pre-qualification application submitted, to make all final determinations, and to determine at any time that the pre-qualification procedures will not be applied to a specific future public works project. The District also reserves the right to require, at its sole discretion, additional/supplemental materials for prequalification for specific projects based on factors, including but not limited to, the size or cost of the project or the specialized nature of the proposed facilities.

To the extent allowed by law, the information submitted by MEP contractors shall remain confidential except on appeals to the Board of Trustees where information used to decide the appeal will become public.

If you have any questions, please contact Michael Krause, Assistant Superintendent, Business Services, via email at [mkrause@ssfusd.org](mailto:mkrause@ssfusd.org).

## Contractor's General/Financial Information Sheet

1. Contractor's name as it appears on license:

\_\_\_\_\_

2. Name of Contractor's Primary Contact (may receive confidential information):

\_\_\_\_\_

3. Street Address (P.O. Box is not acceptable):

\_\_\_\_\_

4. City/State/Zip Code:

\_\_\_\_\_

5. Telephone: ( \_\_\_\_\_ ) \_\_\_\_\_ Fax: ( \_\_\_\_\_ ) \_\_\_\_\_

E-mail address: \_\_\_\_\_ (pre-qual. results will be sent to this address)

6. License classifications held in California: \_\_\_\_\_  
Expiration Date(s): \_\_\_\_\_

7. Please attach your most current compiled, reviewed, or year-end audited financial statements, which must have been prepared by a Certified Public Accountant, within twelve (12) months of each prospective bidder's submission of its pre-qualification package. Also, please provide your most current financial statement that must have been prepared within three (3) months of each prospective bidder's submission of its pre-qualification package.

8. Name of accounting firm and primary contact: \_\_\_\_\_

\_\_\_\_\_

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

Telephone: ( \_\_\_\_\_ ) \_\_\_\_\_

9. How many years has this accounting firm prepared financial statements for you? \_\_\_\_\_

Tax returns? \_\_\_\_\_

# PRE-QUALIFICATION QUESTIONNAIRE

## PART 1 - ESSENTIAL REQUIREMENTS FOR QUALIFICATION

Contractor will be immediately disqualified if the answer to any of questions 1 through 7 is “no.”

Contractor will be immediately disqualified if the answer to any of questions 8 through 12 is “yes.” If the answer to question 10 is “yes,” and if debarment would be the sole reason for denial of pre-qualification, any pre-qualification issued will exclude the debarment period.

1. Contractor possesses a valid and current California Contractor’s license for the project or projects for which it intends to submit a bid?  
 Yes       No
2. Contractor has a general liability insurance policy with a policy limit of at least **\$2,000,000 per occurrence and \$5,000,000 aggregate** with a California-admitted insurance company? Please note that insurance policy requirements may be increased due to project size. Further, the certificate of insurance provided by Contractor in connection with any District project must name the South San Francisco Unified School District, as well as its officers, employees, and other agents, as additional insureds.  
 Yes       No
3. Contractor has current workers’ compensation insurance policy as required by the Labor Code or is legally self-insured pursuant to Labor Code section 3700, *et seq.*?  
 Yes       No     Contractor is exempt from this requirement, because it has no employees
4. Have you attached your latest copy of a reviewed or audited financial statement, **completed within the past twelve (12) months**, with accompanying notes and supplemental information?  
 Yes       No  
**NOTE: An annual financial statement that is not either reviewed or audited is not acceptable.**
5. Have you attached a notarized statement from an admitted surety insurer (approved by the California Department of Insurance and authorized to issue bonds in the State of California) which states your current single project and aggregate bonding capacity?  
 Yes       No  
**NOTE: Notarized statement must be from the surety company, not an agent or broker.**
6. Contractor agrees to comply and enforce the applicable provisions of the Labor Code, Section 1720-1861 and SSFUSD Labor Compliance requirements and will pay the proper prevailing wage for each craft?  
 Yes       No
7. Has your firm registered and met all requirements using the California Department of Industrial Relations’ online application as required pursuant to the public works contractor registration program set forth in Senate Bill 854?  
 Yes       No

8. Is your firm currently the debtor in a bankruptcy or receivership case?  
 Yes       No
9. Contractor's license has two (2) or more citations listed with in the past three (3) years?  
 Yes       No
10. Has your contractor's license been revoked or suspended at any time in the last five (5) years?  
 Yes       No
11. Has a performance bond surety firm taken over or completed a project on your behalf, supervised the work of a project, or paid amounts to third parties for completion of a project related to your construction activities within the last five (5) years?  
 Yes       No
12. At the time of submitting this pre-qualification form, is your firm ineligible to bid on or be awarded a public works contract, or perform as a subcontractor on a public works contract, pursuant to either Labor Code section 1777.1 or Labor Code section 1777.7?  
 Yes       No  
If the answer is "Yes," state the beginning and ending dates of the period of debarment:  
  
\_\_\_\_\_
13. 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
14. At any time during the last five (5) years, has your firm or any of its owners or officers been convicted of federal or State crime of fraud, theft or any other act of dishonesty?  
 Yes       No
15. Has your firm defaulted on a contract or been terminated for cause by any public agency on any project within California within the past five (5) years and, if so, if the action by the public agency was challenged, was the finding of default and/or termination upheld by a court or an arbitrator?  
 Yes       No
16. At any time in the past five (5) years, has your firm been found by an awarding agency to not be a responsible bidder?  
 Yes       No

**PART 2 - ORGANIZATION, HISTORY, ORGANIZATIONAL PERFORMANCE,  
COMPLIANCE WITH CIVIL AND CRIMINAL LAWS**

**A. Current Organization and Structure of the Business**

**1. For Firms That Are Corporations:**

- i. Date incorporated: \_\_\_\_\_
- ii. Under the laws of what State: \_\_\_\_\_
- iii. 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 Co. | % Ownership |
|------|----------|----------------|-------------|
|      |          |                |             |
|      |          |                |             |
|      |          |                |             |
|      |          |                |             |
|      |          |                |             |

- iv. Identify every construction firm that any person listed above has been associated with (as owner, general partner, limited partner or officer) at any time during the last five (5) years.  
**NOTE: For this question, "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.**

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

**2. For Firms That Are Partnerships:**

- i. Date of formation: \_\_\_\_\_
- ii. Under the laws of what State: \_\_\_\_\_
- iii. Provide all the following information for each partner who owns ten percent (10%) or more of the firm.

| Name | Position | Years with Co. | % Ownership |
|------|----------|----------------|-------------|
|      |          |                |             |
|      |          |                |             |
|      |          |                |             |
|      |          |                |             |

- iv. Identify every construction company that any partner has been associated with (as owner, general partner, limited partner or officer) at any time during the last five (5) years.  
**NOTE: For this question, "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.**

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

3. **For Firms That Are Sole Proprietorships:**

- i. Date of commencement of business: \_\_\_\_\_
- ii. Social security number of company owner: \_\_\_\_\_
- iii. Identify every construction firm that the business owner has been associated with (as owner, general partner, limited partner or officer) at any time during the last five (5) years.

**NOTE: For this question, "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.**

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

4. **For Firms That Intend to Make a Bid as Part of a Joint Venture:**

- i. Date of commencement of joint venture: \_\_\_\_\_
- ii. Provide all of the following information for each firm that is a member of the joint venture that expects to bid on one or more projects:

| Name of Firm | % Ownership of Joint Venture |
|--------------|------------------------------|
|              |                              |
|              |                              |
|              |                              |
|              |                              |

- iii. On a separate sheet provide all other pertinent information required in the sections above, for each corporation, partnership or sole-proprietorship that is a part of the joint venture.

**B. History of the Business and Organizational Performance**

- 1. Has there been any change in ownership of the firm at any time during the last three (3) years?  
**NOTE: A corporation whose shares are publicly traded is not required to answer this question.**  
 Yes       No  
 If "yes," explain on a separate signed page.
  
- 2. Is the firm a subsidiary, parent, holding company or affiliate of another construction firm?  
**NOTE: Include information about other firms if one firm owns fifty percent (50%) or more of another, or if an owner, partner, or officer of your firm holds a similar position in another firm.**  
 Yes       No  
 If "yes," explain on a separate signed page.

3. State your firm's gross revenues for each of the last three (3) years:

\_\_\_\_\_

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

5. Was your firm in bankruptcy or receivership at any time during the last five (5) years? (This question refers only to an action that was not described in answer to question 8 in Part 1, above.)

Yes  No

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

6. In the last five (5) years, has your firm requested to be released from a bid on any public agency contracts?

Yes  No

If "yes," please attach a separate signed page that states the project name, the public agency, the date of your request, your reason for the request and the public agency's response to the request.

7. In the last five (5) years, has your firm or anyone acting on your firm's behalf, made any bid protests in connection with any public agency contracts?

Yes  No

If "yes," please attach a separate signed page that states the project name, the public agency, the date of your bid protest, the reason for your protest, and the public agency's response to your bid protest, including whether the public agency determined that the protest was meritorious.

### Licenses

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

\_\_\_\_\_  
\_\_\_\_\_

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

\_\_\_\_\_  
\_\_\_\_\_

10. Has your firm changed names or license number in the past five (5) years?

Yes  No

If "yes," explain on a separate signed page, including the reason for the change.

11. 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?

Yes  No

If "yes," explain on a separate signed page, including the reason for the change.

12. 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?  
 Yes       No  
If “yes,” please explain on a separate signed sheet.

### Disputes

13. At any time in the last five (5) years has your firm been assessed or paid any liquidated damages under a construction contract with either a public or private owner?  
 Yes       No  
If yes, explain on a separate signed page, identifying all such projects by owner, owner’s address, the date of completion of the project (if the project was completed), amount of liquidated damages assessed, amount of liquidated damages paid, and all other information necessary to fully explain the assessment of liquidated damages.
14. In the last five (5) years has your firm, or any firm with which any of your company’s owners, officers or partners was associated, been debarred, disqualified, removed or otherwise prevented from bidding on, or completing, any government agency or public works project for any reason?  
**NOTE: “Associated with” refers to another construction firm in which an owner, partner or officer of your firm held a similar position, and which is listed in response to question A. 3. iii. on this form.**  
 Yes       No  
If “yes,” explain on a separate signed page. State whether the firm involved was the firm applying for pre-qualification here or another firm. Identify by name of the company, the name of the person within your firm who was associated with that company, the year of the event, the owner of the project, the project and the basis for the action.
15. In the past five (5) years has a project owner, general contractor, subcontractor, supplier, architect, or construction manager filed or made claims, including in court or in arbitration, against your firm concerning your firm’s work on a construction project or payment for a contract?  
 Yes       No  
If “yes,” on separate signed sheets of paper identify the claim(s) by providing the project name, date of the claim, name of the claimant, a brief description of the nature of the claim, the court in which the case was filed and a brief description of the status of the claim (pending or, if resolved, a brief description of the resolution).
16. In the past five (5) years has your firm filed or made any claim, including in court or in arbitration, against a project owner, general contractor, subcontractor, supplier, architect, or construction manager concerning work on a project or payment for a contract?  
 Yes       No  
If “yes,” on separate signed sheets of paper identify the claim by providing the project name, date of the claim, name of the entity (or entities) against whom the claim was filed, a brief description of the nature of the claim, the court in which the case was filed and a brief description of the status of the claim (pending, or if resolved, a brief description of the resolution).
17. At any time during the last five (5) years, has your firm, either directly or through any prime contractor or subcontractor, ever made a claim against a public entity for delay damages (including acceleration, out of sequence work or extended home office overhead) for which you recovered less than twenty-five percent (25%) of the amount claimed?

Yes       No

If "yes," on a separate signed sheet of paper, identify the claim by providing the project name, date of the claim, name of the entity (or entities) against whom the claim was filed, a brief description of the nature of the claim including the amount of the claim, and the amount recovered.

18. At any time during the past five (5) years, has any surety company made any payments on your firm's behalf to satisfy any claims made against a payment bond issued on your firm's behalf, in connection with a construction project, either public or private?

Yes       No

If "yes," explain on a separate signed page the amount of each such claim, the name and telephone number of the claimant, the date of the claim, the grounds for the claim, the present status of the claim, the date of resolution of such claim if resolved, the method by which such was resolved if resolved, the nature of the resolution and the amount, if any, at which the claim was resolved.

19. In the past three (3) years, have any subcontractors or suppliers filed any mechanics liens or stop notices for labor and/or materials with respect to any projects for which you served as a general contractor?

Yes       No

If yes, explain on a separate signed sheet of paper, identify the project name, the date of the mechanics lien or stop notice, the name of the entity (or entities) submitting the mechanics lien or stop notice, a brief description of the nature of the claim resulting in the mechanics lien or stop notice (including the amount of the claim), and if the matter was resolved, the nature of the resolution.

20. In the last five (5) years has any insurance carrier, for any form of insurance, refused to renew the insurance policy for your firm?

Yes       No

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

### **Criminal Matters and Related Civil Suits**

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

Yes       No

If "yes," explain on a separate signed page, including identifying who was involved, the name of the public agency, the date of the investigation and the grounds for the finding.

22. Has your firm or any of its owners, officers or partners ever been convicted of a crime involving any federal, State, or local law related to construction?

Yes       No

If "yes," explain on a separate signed page, including identifying who was involved, the name of the public agency, the date of the conviction and the grounds for the conviction.

23. Has your firm or any of its owners, officers or partners ever been convicted of a federal or State crime of fraud, theft, or any other act of dishonesty?

Yes       No

If “yes,” identify on a separate signed page the person or persons convicted, the court (the county if a State court, the district or location of the federal court), the year and the criminal conduct.

### Bonding

24. Provide the percentage that your firm is required to pay as a premium for a performance and payment bond. If your company’s premium is on a sliding scale please list percentages for project sizes as an attachment. If the percentage rate is greater than one percent (1%) you may provide an explanation, if you wish to do so. \_\_\_\_\_%
25. List all other sureties (name and full address) that have written bonds for your firm during the last five (5) years, including the dates during which each wrote the bonds:

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---

---

26. 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?  
 Yes       No  
If yes, provide details on a separate signed sheet indicating the date when your firm was denied coverage and the name of the company or companies which denied coverage; and the period during which you had no surety bond in place.

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

1. 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?  
**NOTE: If you have filed an appeal of a citation, and the Occupational Safety and Health Appeals Board has not yet ruled on your appeal, you need not include information about it.**  
 Yes       No

If “yes,” attach a separate signed page describing the citations, including information about the dates of the citations, the nature of the violation, the project on which the citation(s) was or were issued, and 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.

2. Has the federal Occupational Safety and Health Administration cited and assessed penalties against your firm in the past five (5) years?  
**NOTE: If you have filed an appeal of a citation and the Appeals Board has not yet ruled on your appeal, or if there is a court appeal pending, you need not include information about the citation.**  
 Yes       No

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

3. Has the EPA or any Air Quality Management District or any Regional Water Quality Control Board cited and assessed penalties against either your firm or the owner of a project on which your firm was the contractor, in the past five (5) years?

**NOTE: If you have filed an appeal of a citation and the Appeals Board has not yet ruled on your appeal, or if there is a court appeal pending, you need not include information about the citation.**

Yes       No

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

4. How often do you require documented safety meetings to be held for construction employees and field supervisors during the course of a project?

\_\_\_\_\_

5. List your firm's Experience Modification Rate (EMR) (California Worker's Compensation insurance) for each of the past three (3) premium years:

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

Current year: \_\_\_\_\_

Previous year: \_\_\_\_\_

Year prior to previous year: \_\_\_\_\_

If your EMR for any of these three (3) years is or was 1.00 or higher you may, if you wish, attach a letter of explanation.

6. Within the last five (5) years has there ever been a period when your firm had employees but was without workers' compensation insurance or State-approved self-insurance?

Yes       No

If "yes," please explain the reason for the absence of workers' compensation insurance on a separate signed page. If "No," please provide a statement by your current workers' compensation insurance carrier that verifies periods of workers' compensation insurance coverage for the last five (5) years. (If your firm has been in the construction business for less than five (5) years, provide a statement by your workers' compensation insurance carrier verifying continuous workers' compensation insurance coverage for the period that your firm has been in the construction business.)

### **Prevailing Wage and Apprenticeship Compliance Record**

7. Has there been more than one occasion during the last five (5) years in which your firm was required to pay either back wages or penalties for your own firm's failure to comply with the State's prevailing wage laws.

**NOTE: This question refers only to your own firm's violation of prevailing wage laws, not to violations of the prevailing wage laws by a subcontractor.**

Yes       No

If "yes," attach a separate signed page or pages, describing the nature of each violation, identifying the name of the project, the date of its completion, the public agency for which it was constructed; the number of employees who were initially underpaid and the amount of back wages and penalties that you were required to pay.

8. During the last five (5) years, has there been any occasion in which your own firm has been penalized or required to pay back wages for failure to comply with the **federal** Davis-Bacon prevailing wage requirements?

Yes       No

If "yes," attach a separate signed page or pages describing the nature of the violation, identifying the name of the project, the date of its completion, the public agency for which it was constructed; the number of employees who were initially underpaid, the amount of back wages you were required to pay along with the amount of any penalty paid.

9. A. Provide the **name, address and telephone number** of the apprenticeship program (approved by the California Apprenticeship Council) from whom you intend to request the dispatch of apprentices to your company for use on any public work project for which you are awarded a contract by the South San Francisco Unified School District.

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And/or

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

- (a) Identify the craft or crafts in which your firm provided apprenticeship training in the past year.
- (b) State the year in which each such apprenticeship program was approved, and attach evidence of the most recent California Apprenticeship Council approval(s) of your apprenticeship program(s).
- (c) State the number of individuals who were employed by your firm as apprentices at any time during the past three (3) years in each apprenticeship and the number of persons who, during the past three (3) years, completed apprenticeships in each craft while employed by your firm.

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10. At any time during the last five (5) years, has your firm been found to have violated any provision of California apprenticeship laws or regulations, or the laws pertaining to use of apprentices on public works?

**NOTE: You may omit reference to any incident that occurred prior to January 1, 1998, if the violation was by a subcontractor and your firm, as general contractor on a project, had no knowledge of the subcontractor's violation at the time they occurred.**

Yes       No

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

**PART 3 - RECENT CONSTRUCTION PROJECTS COMPLETED**

Applicable to 1.

Qualifying contractors be advised: Please provide all information requested, in the requested format. Failure to provide the requested information in the required format will be grounds for disqualifying a perspective proposer. Names and references must be current and verifiable. Further, while Contractors are required to provide references as set forth in this packet, the District retains the right, at its sole discretion, to interview references even if not provided by Contractors and to determine prequalification on the basis of input provided by such references.

Additional pages may be attached as necessary.

The District will make no more than three (3) attempts to contact each reference. If a response is not received within fourteen (14) calendar days the Contractor will received a score of zero (0) for that particular reference.

1. Contractor shall provide information about its five (5) most recently completed public works new building or modernization construction projects ranging in size from at least \$175,000. If Contractor has not completed five (5) public works new building or modernization construction projects, Contractor may list new building or modernization construction projects that are not public works, provided that Contractor shall list all public work new building or modernization projects completed in the last five (5) years.

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

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

Owner: \_\_\_\_\_

Owner Contact (name, current phone number, and email address):

\_\_\_\_\_  
\_\_\_\_\_

Architect or Engineering firm: \_\_\_\_\_

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

\_\_\_\_\_  
\_\_\_\_\_

Construction Manager (name and current phone number):

\_\_\_\_\_  
\_\_\_\_\_

Inspector of Record (name and current phone #):

\_\_\_\_\_  
\_\_\_\_\_

Description of Project, Scope of Work Performed:

\_\_\_\_\_  
\_\_\_\_\_

Original Contract Value: \_\_\_\_\_

Total Value of Approved Change Orders: \_\_\_\_\_

If the change order value exceeds the original contract value by ten percent (10%) or more, please attach a sheet explaining change orders causes.

Original Scheduled Completion Date: \_\_\_\_\_

Time Extensions Granted (number of days): \_\_\_\_\_

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

2. The submitter of the foregoing answers to the questionnaire and financial statement has read the same and the matters stated therein are true of his or her own personal knowledge. The information is for the purpose of inducing the District to supply the submitter with plans and specifications, and any individual, company or other agency named therein is hereby authorized to supply the District with any information necessary to verify the statements. Submitter understands that any statement, which is proven to be false, shall be grounds for immediate exclusion of the named Contractor from the pre-qualification process. Should the foregoing statements at any time change or cease to be proper and true in any material respect, the named Contractor agrees that the Contractor must promptly update this questionnaire and/or financial statement and that Contractor will not be prequalified until Contractor has done so and the District has determined that the Contractor is prequalified in light of the updated information. The submitter whose signature appears below has authority to bind the named Contractor. Submitter has provided evidence in a form and substance acceptable to the District (such as Power of Attorney) that the submitter whose signature appears below has authority to bind the named Contractor.

The undersigned hereby declares that all of the statements made in the pre-qualification questionnaire and financial statements are true and correct and are made under the penalty of perjury under the laws of the State of California.

Executed this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_, at \_\_\_\_\_,  
City of \_\_\_\_\_, County of \_\_\_\_\_, State of \_\_\_\_\_.

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Typed Name

\_\_\_\_\_  
Title

\_\_\_\_\_  
Name of Contractor

**SOUTH SAN FRANCISCO UNIFIED SCHOOL DISTRICT  
398 B STREET, SOUTH SAN FRANCISCO, CA 94080**

**CONTRACTOR'S PRE-QUALIFICATION FOR  
NEW CONSTRUCTION AND MODERNIZATION PROJECTS  
OF  
THE SOUTH SAN FRANCISCO UNIFIED  
SCHOOL DISTRICT  
2016  
CLASS A – GENERAL ENGINEERING CONTRACTORS  
AND  
CLASS B- GENERAL BUILDING CONTRACTORS**

As a condition of bidding on the above-referenced Projects and in accordance with the provisions of California Public Contract Code sections 20111.5 and 20111.6, prospective bidders are required to submit to the District, no later than **[TBD]**, a completed pre-qualification package on forms supplied by the South San Francisco Unified School District ("District") and a financial statement as specified herein. The value of individual bid packages may range from \$175,000 to \$30 million.

**1. REQUEST FOR PRE-QUALIFICATION OF BIDDERS**

The District requires from all prospective bidders answers to all questions contained in a standard form pre-qualification questionnaire, and a detailed financial statement. The pre-qualification questionnaire requests detailed information, including background, experience, financial ability and references in performing public works and other construction projects.

For projects for which the District uses funds received pursuant to the Leroy F. Greene School Facilities Act of 1998 or any funds from any future state school bond for a public project that involves projected expenditure of one million dollars (\$1,000,000) or more, the project shall meet the prequalification criteria set forth in section 20111.6 of the California Public Contract Code, including that no bid shall be accepted from any person required to prequalify to bid on any such project unless the person has submitted the prequalification form at least fifteen (15) business days prior to the date fixed for the public opening of sealed bids and the person has been prequalified for at least five (5) business days prior to that date. Because the District cannot guarantee that prequalification can be accomplished on these time lines in every case, potential bidders are encouraged to prequalify as early as possible prior to a project's bid opening.

These documents will be the basis of rating bidders. All questions must be answered. If a question is not applicable, then indicate a response of "N/A". "You" or "Yours" as used herein refers to the prospective bidders' firm and any of its owners, officers, principals and qualifying individuals.

If additional sheets are required for any of the responses, please attach additional sheets of paper signed by the owner, officer, principal and/or qualifying individual. Failure to provide any information requested may result in a reduced rating or disqualification from bidding on any project subject to the District's pre-qualification policy. Any false statement will result in the immediate disqualification from bidding on all District Projects.

Each prospective bidder shall have a duly authorized owner, officer or principal complete the questionnaire and verify the truth of the information provided therein and in the financial statement.

Each prospective bidder must submit its most current reviewed or year-end audited financial statement, which must have been prepared by a Certified Public Accountant within twelve (12) months of each prospective bidder's submission of its pre-qualification package. Each prospective bidder must also provide its most current financial statement, which must have been prepared within three (3) months of each prospective bidder's submission of its pre-qualification package.

Each prospective bidder's reviewed or audited financial statements shall not be made by any individual who is in the regular employment of the Contractor submitting the statement, nor by any individual who has more than a ten percent (10%) financial interest in the Contractor's business.

Each prospective bidder must complete the "Bank Information Form", which is included in this package. This form must be fully executed and submitted with the prequalification package.

## 2. SUBMISSION OF COMPLETED STATEMENTS

Completed pre-qualification questionnaire and financial statements and supporting documents should be submitted on or before [TBD].

### DELIVERY METHOD

Pre-Qualification Packages must be submitted electronically, as follows:

You must send your contact information (name, company name, email address, and phone number) to: [TBD]

**Hardcopy, facsimile and emailed copies will NOT be accepted.**

Bids on District projects will not be accepted from contractors who have not timely submitted a completed pre-qualification questionnaire and financial statements to the District nor will bids be accepted that list an MEP subcontractor that has not been prequalified by the District as required under section 20111.6 of the Public Contract Code.

## 3. STANDARD OF REVIEW

An Independent Accounting Firm, using a uniform system of rating bidders will review questionnaires. Bidders will be classified into ranges of project value that they will be qualified to bid on.

## 4. NOTIFICATION OF PRE-QUALIFICATION RESULTS

Prospective bidders will be notified of their pre-qualification rating and, if prequalified, the range of project value that they will be qualified to bid on.

In the event that the prospective bidder is unable to obtain a bond in the time and form prescribed by the District, the prospective bidder shall be suspended from the qualified Contractor's list and not be allowed to bid on District projects until proof of bondability is provided.

## 5. APPEAL PROCESS

Should a prospective bidder not agree with the decision regarding prequalification or the range of project value that the prospective bidder has been determined qualified to bid on, that prospective bidder may appeal the decision to the Superintendent, or her designee. The appeal must consist of a written request to the Assistant Superintendent, Business Services, at SSFUSD, 398 B Street, South San Francisco, CA 94080, setting forth the specific reasons for the appeal and must be received by the District, by certified mail, within seven (7) calendar days of the receipt of pre-qualification rating, by certified mail. The Superintendent, or her designee, shall consider the appeal within three (3) business days of the receipt of the notice of appeal and allow the prospective bidder an opportunity to be heard on the rating. The appellant and the District may present evidence, testimony and information relevant to the rating. The Superintendent, or her designee,

shall issue a written decision after the conclusion of the hearing and mail or cause to be delivered said decision to the appellant within three (3) business days.

Should the prospective bidder be dissatisfied with the Superintendent's, or her designee's, written decision, the aggrieved bidder may appeal the same to the Board of Trustees. This is to be done by filing a written notice of appeal to the Assistant Superintendent, Business Services, at the address noted above, setting forth the specific reasons, within five (5) calendar days of receipt of the decision of the Superintendent, or her designee. The Board of Trustees shall hold a hearing on the pre-qualification rating within three (3) weeks of receipt of the notice of appeal, or as soon thereafter as possible. Pending the hearing before the Board of Trustees, the decision of the Superintendent, or her designee, shall remain in full force and effect. Should the decision of the Superintendent, or her designee, be reversed or revised by the Board of Trustees, the decision shall take effect as of the date of the Board of Trustees' decision and shall not be retroactive. The decision of the Board of Trustees shall be final. Said decision shall be mailed or delivered to the prospective bidder promptly after the decision of the Board of Trustees is made.

It is the intention of the District that the date for the submission and opening of bids will not be delayed or postponed to allow for completion of an appeal process.

#### **6. DISTRICT CONSIDERATION OF SUBSEQUENT PRE-QUALIFICATION APPLICATIONS**

Absent a material change in circumstance, the District will consider one pre-qualification application in 2016 from each prospective bidder. If a prospective bidder who has had a pre-qualification application considered by the District in 2016 desires to have the District consider a subsequent application, the prospective bidder must submit a letter explaining, in detail, the material change in circumstances that warrants District consideration of a subsequent pre-qualification application. The prospective bidder must also submit a complete pre-qualification application and all required attachments. The District will determine whether there are material changes in circumstances that warrant consideration of a subsequent pre-qualification application from the potential bidder and, if so, the subsequent application will be considered.

The District reserves the right to waive non-material irregularities and omissions in the information contained in any pre-qualification application submitted, to make all final determinations, and to determine at any time that the pre-qualification procedures will not be applied to a specific future public works project. The District also reserves the right to require, at its sole discretion, additional/supplemental materials for prequalification for specific projects based on factors, including but not limited to, the size or cost of the project or the specialized nature of the proposed facilities.

To the extent allowed by law, the information submitted by prospective bidders shall remain confidential except on appeals to the Board of Trustees where information used to decide the appeal will become public.

If you have any questions please contact Michael Krause, Assistant Superintendent, Business Services, via email at [mkrause@ssfusd.org](mailto:mkrause@ssfusd.org).

# Contractor's General/Financial Information Sheet

1. Contractor's name as it appears on license:

\_\_\_\_\_

2. Name of Contractor's Primary Contact (may receive confidential information):

\_\_\_\_\_

3. Street Address (P.O. Box is not acceptable):

\_\_\_\_\_

4. City/State/Zip Code:

\_\_\_\_\_

5. Telephone: ( \_\_\_\_\_ ) \_\_\_\_\_ Fax: ( \_\_\_\_\_ ) \_\_\_\_\_

E-mail address \_\_\_\_\_ (pre-qual. results will be sent to this address)

6. License classifications held in California: \_\_\_\_\_

Expiration Date(s): \_\_\_\_\_

7. Please attach your most current reviewed or year-end audited financial statement, which must have been prepared by a Certified Public Accountant, within twelve (12) months of each prospective bidder's submission of its pre-qualification package. Also, please provide your most current financial statement that must have been prepared within three (3) months of each prospective bidder's submission of its pre-qualification package.

8. Name of accounting firm and primary contact: \_\_\_\_\_

\_\_\_\_\_

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

Telephone: ( \_\_\_\_\_ ) \_\_\_\_\_

9. How many years has this accounting firm prepared financial statements for you? \_\_\_\_\_

Tax returns? \_\_\_\_\_

10. Banking information: Please complete the form attached titled "BANK INFORMATION FORM". This form must be fully executed with authorized signatures from the bank and the prospective bidder.

## BANK INFORMATION FORM

THIS FORM MUST BE COMPLETED AND INCLUDED WITH THE PRE-QUALIFICATION PACKAGE

**CUSTOMER:**

**NAME:**

**FINANCIAL INSTITUTION NAME:**

**FINANCIAL INSTITUTION ADDRESS:**

At the close of business on the date listed below, our records indicate the following deposit balances

| DATE: | ACCOUNT NAME/TYPE | ACCOUNT NUMER | AVERAGE BALANCE |
|-------|-------------------|---------------|-----------------|
|       |                   |               |                 |
|       |                   |               |                 |

We, the customer, are directly liable to the financial institution for a line of credit at the close of business on the date issued below.

| DATE:                   |                      |         |               |          |                           |
|-------------------------|----------------------|---------|---------------|----------|---------------------------|
| ACCOUNT # / DESCRIPTION | TOTAL LINE OF CREDIT | BALANCE | INTEREST RATE | DUE DATE | DESCRIPTION OF COLLATERAL |
|                         |                      |         |               |          |                           |
|                         |                      |         |               |          |                           |

\_\_\_\_\_

Customer Authorized Signature
Date

\_\_\_\_\_

Title

The information presented above, by the customer, is in agreement with our records. Although we have not conducted a comprehensive detailed search of our records, no other deposit or loan accounts have come to our attention except as noted below.

\_\_\_\_\_

Financial Institution Authorized Signature
Date

\_\_\_\_\_

Title

**EXCEPTIONS AND/OR COMMENTS**

# PRE-QUALIFICATION QUESTIONNAIRE

## PART 1 - ESSENTIAL REQUIREMENTS FOR QUALIFICATION

Contractor will be immediately disqualified if the answer to any of questions 1 through 8 is “no.”

Contractor will be immediately disqualified if the answer to any of questions 9 through 13 is “yes.” If the answer to question 11 is “yes,” and if debarment would be the sole reason for denial of pre-qualification, any pre-qualification issued will exclude the debarment period.

1. Contractor possesses a valid and current California Contractor’s license for the project or projects for which it intends to submit a bid?  
 Yes    No
2. Contractor has a general liability insurance policy with a policy limit of at least \$2,000,000 per occurrence and \$5,000,000 aggregate with a California-admitted insurance company? Please note that insurance policy requirements may be increased due to project size. Further, the certificate of insurance provided by Contractor in connection with any District project must name the South San Francisco Unified School District, as well as its officers, employees, and other agents, as additional insured’s.  
 Yes    No
3. Contractor has current workers’ compensation insurance policy as required by the Labor Code or is legally self-insured pursuant to Labor Code section 3700, *et seq.*?  
 Yes    No    Contractor is exempt from this requirement, because it has no employees
4. Have you attached your latest copy of a reviewed or audited financial statement, **completed within the past twelve (12) months**, with accompanying notes and supplemental information **AND** your most current unaudited (internally prepared) financial statement that must have been prepared within three (3) months of submitting this pre-qualification package?  
 Yes    No  
**NOTE: An annual financial statement that is not either reviewed or audited is not acceptable.**
5. Have you attached a notarized statement from an admitted surety insurer (approved by the California Department of Insurance and authorized to issue bonds in the State of California) which states your current single project and aggregate bonding capacity?  
 Yes    No  
**NOTE: Notarized statement must be from the surety company, not an agent or broker.**
6. Have you attached your “Bank Information Form” with authorized signatures from your firm and bank?  
 Yes    No
7. Prospective bidder agrees to comply and enforce the applicable provisions of the Labor Code, Section 1720-1861 and SSFUSD Labor Compliance requirements and will pay the proper prevailing wage for each craft?  
 Yes    No

8. Has your firm registered and met all requirements using the California Department of Industrial Relations' online application as required pursuant to the public works contractor registration program set forth in Senate Bill 854?

Yes  No

9. Is your firm currently the debtor in a bankruptcy or receivership case?

Yes  No

10. Contractor's license has two (2) or more citations listed with in the past five (5) years?

Yes  No

11. Has any Contractors State License Board license held by your firm or its Responsible Managing Employee (RME) or Responsible Managing Officer (RMO) been suspended within the last five (5) years?

Yes  No

12. Has a performance bond surety firm taken over or completed a project on your behalf, supervised the work of a project, or paid amounts to third parties for completion of a project related to your construction activities within the last five (5) years?

Yes  No

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

Yes  No

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

\_\_\_\_\_

14. 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

15. At any time during the last five (5) years, has your firm or any of its owners or officers been convicted of federal or state crime of fraud, theft or any other act of dishonesty?

Yes  No

16. Has your firm defaulted on a contract or been terminated for cause by any public agency on any project within California within the past five (5) years and, if so, if the action by the public agency was challenged, was the finding of default and/or termination upheld by a court or an arbitrator?

Yes  No

17. At any time in the past five (5) years, has your firm been found by an awarding agency to not be a responsible bidder?

Yes  No

18. 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?

Yes  No

**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.**

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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, and 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.

**PART 2 - ORGANIZATION, HISTORY, ORGANIZATIONAL PERFORMANCE,  
COMPLIANCE WITH CIVIL AND CRIMINAL LAWS**

**A. Current Organization and Structure of the Business**

**1. For Firms That Are Corporations:**

- i. Date incorporated: \_\_\_\_\_
- ii. Under the laws of what State: \_\_\_\_\_
- iii. 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 Co. | % Ownership |
|------|----------|----------------|-------------|
|      |          |                |             |
|      |          |                |             |
|      |          |                |             |
|      |          |                |             |

- iv. Identify every construction firm that any person listed above has been associated with (as owner, general partner, limited partner or officer) at any time during the last five (5) years.  
**NOTE: For this question, "owner" and "partner" refer to ownership of ten percent (10%) or more of the business, or 10 percent (10%) or more of its stock, if the business is a corporation.**

2.

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

**Firms That Are Partnerships:**

- i. Date of formation: \_\_\_\_\_
- ii. Under the laws of what State: \_\_\_\_\_
- iii. Provide all the following information for each partner who owns ten percent (10%) or more of the firm.

| Name | Position | Years with Co. | % Ownership |
|------|----------|----------------|-------------|
|      |          |                |             |
|      |          |                |             |
|      |          |                |             |
|      |          |                |             |

- iv. Identify every construction company that any partner has been associated with (as owner, general partner, limited partner or officer) at any time during the last five (5) years.  
**NOTE: For this question, "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.**

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

|  |  |  |
|--|--|--|
|  |  |  |
|  |  |  |
|  |  |  |

3. **For Firms That Are Sole Proprietorships:**

- i. Date of commencement of business: \_\_\_\_\_
- ii. Social security number of company owner: \_\_\_\_\_
- iii. Identify every construction firm that the business owner has been associated with (as owner, general partner, limited partner or officer) at any time during the last five (5) years.  
**NOTE: For this question, “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.**

| Person’s Name | Construction Company | Dates of Person’s Participation with Company |
|---------------|----------------------|--|
|               |                      |  |
|               |                      |  |
|               |                      |  |
|               |                      |  |

4. **For Firms That Intend to Make a Bid as Part of a Joint Venture:**

- i. Date of commencement of joint venture: \_\_\_\_\_
- ii. Provide all of the following information for each firm that is a member of the joint venture that expects to bid on one or more projects:

| Name of Firm | % Ownership of Joint Venture |
|--------------|------------------------------|
|              |                              |
|              |                              |
|              |                              |
|              |                              |

- iii. On a separate sheet provide all other pertinent information required in the sections above, for each corporation, partnership or sole-proprietorship that is a part of the joint venture.

**B. History of the Business and Organizational Performance**

- 1. Has there been any change in ownership of the firm at any time during the last three (3) years?  
**NOTE: A corporation whose shares are publicly traded is not required to answer this question.**  
 Yes       No  
 If “yes,” explain on a separate signed page.
  
- 2. Is the firm a subsidiary, parent, holding company or affiliate of another construction firm?  
**NOTE: Include information about other firms if one firm owns fifty percent (50%) or more of another, or if an owner, partner, or officer of your firm holds a similar position in another firm.**  
 Yes       No  
 If “yes,” explain on a separate signed page.

3. State your firm's gross revenues for each of the last three (3) years:

\_\_\_\_\_

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

5. Was your firm in bankruptcy or receivership at any time during the last five (5) years?

Yes       No

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

6. In the last five (5) years, has your firm requested to be released from a bid on any public agency contracts?

Yes       No

If "yes," please attach a separate signed page that states the project name, the public agency, the date of your request, your reason for the request and the public agency's response to the request.

7. In the last five (5) years, has your firm or anyone acting on your firm's behalf, made any bid protests in connection with any public agency contracts?

Yes       No

If "yes," please attach a separate signed page that states the project name, the public agency, the date of your bid protest, the reason for your protest, and the public agency's response to your bid protest, including whether the public agency determined that the protest was meritorious.

### Licenses

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

\_\_\_\_\_  
\_\_\_\_\_

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

\_\_\_\_\_  
\_\_\_\_\_

10. Has your firm changed names or license number in the past five (5) years?

Yes       No

If "yes," explain on a separate signed page, including the reason for the change.

11. 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?

Yes       No

If "yes," explain on a separate signed page, including the reason for the change.

## Disputes

12. At any time in the last five (5) years has your firm been assessed or paid any liquidated damages under a construction contract with either a public or private owner?

Yes       No

If yes, explain on a separate signed page, identifying all such projects by owner, owner's address, the date of completion of the project (if the project was completed), amount of liquidated damages assessed, amount of liquidated damages paid, and all other information necessary to fully explain the assessment of liquidated damages.

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

**NOTE: "Associated with" refers to another construction firm in which an owner, partner or officer of your firm held a similar position, and which is listed in response to question A. 3. iii. on this form.**

Yes       No

If "yes," explain on a separate signed page. State whether the firm involved was the firm applying for pre-qualification here or another firm. Identify by name of the company, the name of the person within your firm who was associated with that company, the year of the event, the owner of the project, the project and the basis for the action.

14. In the past five (5) years has a project owner, general contractor, subcontractor, supplier, architect, or construction manager filed or made claim(s), including in court or in arbitration, against your firm concerning your firm's work on a construction project or payment for a contract?

Yes       No

If "yes," on separate signed sheets of paper identify the claim(s) by providing the project name, date of the claim, name of the claimant, a brief description of the nature of the claim, the court in which the case was filed and a brief description of the status of the claim (pending or, if resolved, a brief description of the resolution).

15. In the past five (5) years has your firm filed or made any claim, including in court or in arbitration, against a project owner, general contractor, subcontractor, supplier, architect, or construction manager concerning work on a project or payment for a contract?

Yes       No

If "yes," on separate signed sheets of paper identify the claim by providing the project name, date of the claim, name of the entity (or entities) against whom the claim was filed, a brief description of the nature of the claim, the court in which the case was filed and a brief description of the status of the claim (pending, or if resolved, a brief description of the resolution).

16. At any time during the last five (5) years, has your firm, either directly or through any prime contractor or subcontractor, ever made a claim against a public entity for delay damages (including acceleration, out of sequence work or extended home office overhead) for which you recovered less than twenty-five percent (25%) of the amount claimed?

Yes       No

If "yes," on a separate signed sheet of paper, identify the claim by providing the project name, date of the claim, name of the entity (or entities) against whom the claim was filed, a brief description of the nature of the claim including the amount of the claim, and the amount recovered.

17. At any time during the past five (5) years, has any surety company made any payments on your firm's behalf, to satisfy any claims made against a payment bond issued on your firm's behalf, in connection with a construction project, either public or private?

Yes       No

If "yes," explain on a separate signed page the amount of each such claim, the name and telephone number of the claimant, the date of the claim, the grounds for the claim, the present status of the claim, the date of resolution of such claim if resolved, the method by which such was resolved if resolved, the nature of the resolution and the amount, if any, at which the claim was resolved.

18. In the past three (3) years, have any subcontractors or suppliers filed any mechanics liens or stop notices for labor and/or materials with respect to any projects for which you served as a general contractor?

Yes       No

If yes, explain on a separate signed sheet of paper, identify the project name, the date of the mechanics lien or stop notice, the name of the entity (or entities) submitting the mechanics lien or stop notice, a brief description of the nature of the claim resulting in the mechanics lien or stop notice (including the amount of the claim), and if the matter was resolved, the nature of the resolution.

19. In the last five (5) years has any insurance carrier, for any form of insurance, refused to renew the insurance policy for your firm?

Yes       No

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

### **Criminal Matters and Related Civil Suits**

20. 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.

21. 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.

22. Has your firm or any of its owners, officers or partners ever been convicted of a federal or State crime of fraud, theft, or any other act of dishonesty?

Yes       No

If "yes," identify on a separate signed page the person or persons convicted, the court (the county if a State court, the district or location of the federal court), the year and the criminal conduct.

### **Bonding**

23. Provide the percentage that your firm is required to pay as a premium for a performance and payment bond. If your company's premium is on a sliding scale please list percentages for project

sizes as an attachment. If the percentage rate is greater than one percent (1%) you may provide an explanation, if you wish to do so. \_\_\_\_\_%

24. List all other sureties (name and full address) that have written bonds for your firm during the last five (5) years, including the dates during which each wrote the bonds:

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25. 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?

Yes       No

If yes, provide details on a separate signed sheet indicating the date when your firm was denied coverage and the name of the company or companies which denied coverage; and the period during which you had no surety bond in place.

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

1. Has the federal Occupational Safety and Health Administration cited and assessed penalties against your firm in the past five (5) years?

**NOTE: If you have filed an appeal of a citation and the Appeals Board has not yet ruled on your appeal, or if there is a court appeal pending, you need not include information about the citation.**

Yes       No

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

2. Has the EPA or any Air Quality Management District or any Regional Water Quality Control Board cited and assessed penalties against either your firm or the owner of a project on which your firm was the contractor, in the past five (5) years?

**NOTE: If you have filed an appeal of a citation and the Appeals Board has not yet ruled on your appeal, or if there is a court appeal pending, you need not include information about the citation.**

Yes       No

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

3. How often do you require documented safety meetings to be held for construction employees and field supervisors during the course of a project?

\_\_\_\_\_

4. List your firm's Experience Modification Rate (EMR) (California Worker's Compensation insurance) for each of the past three (3) premium years:

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

Current year: \_\_\_\_\_

Previous year: \_\_\_\_\_

Year prior to previous year: \_\_\_\_\_

If your EMR for any of these three (3) years is or was 1.00 or higher you may, if you wish, attach a letter of explanation.

5. Within the last five (5) years has there ever been a period when your firm had employees but was without workers' compensation insurance or State-approved self-insurance?

Yes       No

If "yes," please explain the reason for the absence of workers' compensation insurance on a separate signed page. If "No," please provide a statement by your current workers' compensation insurance carrier that verifies periods of workers' compensation insurance coverage for the last five (5) years. (If your firm has been in the construction business for less than five (5) years, provide a statement by your workers' compensation insurance carrier verifying continuous workers' compensation insurance coverage for the period that your firm has been in the construction business.)

### Prevailing Wage and Apprenticeship Compliance Record

6. Has there been more than one occasion during the last five (5) years in which your firm was required to pay either back wages or penalties for your own firm's failure to comply with the State's prevailing wage laws.

**NOTE: This question refers only to your own firm's violation of prevailing wage laws, not to violations of the prevailing wage laws by a subcontractor.**

Yes       No

If "yes," attach a separate signed page or pages, describing the nature of each violation, identifying the name of the project, the date of its completion, the public agency for which it was constructed; the number of employees who were initially underpaid and the amount of back wages and penalties that you were required to pay.

7. During the last five (5) years, has there been any occasion in which your own firm has been penalized or required to pay back wages for failure to comply with the federal Davis-Bacon prevailing wage requirements?

Yes       No

If "yes," attach a separate signed page or pages describing the nature of the violation, identifying the name of the project, the date of its completion, the public agency for which it was constructed; the number of employees who were initially underpaid, the amount of back wages you were required to pay along with the amount of any penalty paid.

8. A. Provide the **name, address and telephone number** of the apprenticeship program (approved by the California Apprenticeship Council) from whom you intend to request the dispatch of apprentices to your company for use on any public work project for which you are awarded a contract by the South San Francisco Unified School District.

\_\_\_\_\_  
\_\_\_\_\_

And/or

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

- (a) Identify the craft or crafts in which your firm provided apprenticeship training in the past year.
- (b) State the year in which each such apprenticeship program was approved, and attach evidence of the most recent California Apprenticeship Council approval(s) of your apprenticeship program(s).
- (c) State the number of individuals who were employed by your firm as apprentices at any time during the past three (3) years in each apprenticeship and the number of persons who, during the past three (3) years, completed apprenticeships in each craft while employed by your firm.

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9. At any time during the last five (5) years, has your firm been found to have violated any provision of California apprenticeship laws or regulations, or the laws pertaining to use of apprentices on public works?

**NOTE: You may omit reference to any incident that occurred prior to January 1, 1998, if the violation was by a subcontractor and your firm, as general contractor on a project, had no knowledge of the subcontractor's violation at the time they occurred.**

Yes       No

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

**PART 3 - RECENT CONSTRUCTION PROJECTS COMPLETED**

Applicable to 1A and 1B.

**Qualifying contractors be advised: Please provide all information requested, in the requested format. Failure to provide the requested information in the required format will be grounds for disqualifying a perspective proposer. Names and references must be current and verifiable. Further, while Contractors are required to provide references as set forth in this packet, the District retains the right, at its sole discretion, to interview references even if not provided by Contractors and to determine prequalification on the basis of input provided by such references.**

Additional pages may be attached as necessary.

**The District will make no more than three (3) attempts to contact each reference. If a response is not received within fourteen (14) calendar days the Contractor will received a score of zero (0) for that particular reference.**

- 1. A. Contractor shall provide information about its five (5) most recently completed **public works new building construction projects** ranging in size from at least \$175,000. If Contractor has not completed five (5) public works new building construction projects, Contractor may list new building construction projects that are not public works, provided that Contractor shall list all public work new building construction projects completed in the last five (5) years.

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

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

Owner: \_\_\_\_\_

Owner Contact (name, current phone number, and email address):

\_\_\_\_\_  
\_\_\_\_\_

Architect or Engineering firm: \_\_\_\_\_

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

\_\_\_\_\_  
\_\_\_\_\_

Construction Manager (name and current phone number):

\_\_\_\_\_  
\_\_\_\_\_

Inspector of Record (name and current phone #):

\_\_\_\_\_  
\_\_\_\_\_

Description of Project, Scope of Work Performed:

\_\_\_\_\_  
\_\_\_\_\_

Original Contract Value: \_\_\_\_\_

Total Value of Approved Change Orders: \_\_\_\_\_

If the change order value exceeds the original contract value by ten percent (10%) or more, please attach a sheet explaining change orders causes.

Original Scheduled Completion Date: \_\_\_\_\_

Time Extensions Granted (number of days): \_\_\_\_\_

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

B. Contractor shall provide information about its five (5) most recently completed **public works modernization projects** within the last three years ranging in size from at least \$175,000. If Contractor has not completed five public works modernization projects, Contractor may list modernization projects that are not public works, provided that Contractor shall list all public works modernization projects completed in the last five (5) years.

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

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

Owner: \_\_\_\_\_

Owner Contact (name, current phone number, and email address):

\_\_\_\_\_  
\_\_\_\_\_

Architect or Engineering firm: \_\_\_\_\_

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

\_\_\_\_\_  
\_\_\_\_\_

Construction Manager (name and current phone number):

\_\_\_\_\_  
\_\_\_\_\_

Inspector of Record (name and current phone #):

\_\_\_\_\_  
\_\_\_\_\_

Description of Project, Scope of Work Performed:

\_\_\_\_\_  
\_\_\_\_\_

Original Contract Value: \_\_\_\_\_

Total Value of Approved Change Orders: \_\_\_\_\_

If the change order value exceeds the original contract value by ten percent (10%) or more, please attach a sheet explaining change orders causes.

Original Scheduled Completion Date: \_\_\_\_\_

Time Extensions Granted (number of days): \_\_\_\_\_

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

2. The submitter of the foregoing answers to the questionnaire and financial statement has read the same and the matters stated therein are true of his or her own personal knowledge. The information is for the purpose of inducing the District to supply the submitter with plans and specifications, and any individual, company or other agency named therein is hereby authorized to supply the District with any information necessary to verify the statements. Submitter understands that any statement, which is proven to be false, shall be grounds for immediate exclusion of the named Contractor from the pre-qualification process. Should the foregoing statements at any time change or cease to be proper and true in any material respect, the named Contractor agrees that the Contractor must promptly update this questionnaire and/or financial statement and that Contractor shall not be prequalified until Contractor has done so and the District has determined that the Contractor is prequalified in light of the updated information. The submitter whose signature appears below has authority to bind the named Contractor. Submitter has provided evidence in a form and substance acceptable to the District (such as Power of Attorney) that the submitter whose signature appears below has authority to bind the named Contractor.

The undersigned hereby declares that all of the statements made in the pre-qualification questionnaire and financial statements are true and correct and are made under the penalty of perjury under the laws of the State of California.

Executed this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_, at \_\_\_\_\_,  
City of \_\_\_\_\_, County of \_\_\_\_\_, State of \_\_\_\_\_.

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Typed Name

\_\_\_\_\_  
Title

\_\_\_\_\_  
Name of Contractor

**Pre-Qualification Scoring Sheet - C-20 Mechanical/C-10 Electrical/C-36 Plumbing Contractors**

Contractor:

Application Received on:

| Q# | Part 1 - General   | Required to Pass | Contractor's Answer |
|----|--|------------------|---------------------|
| 1  | Package is completed.  | Yes              |                     |
| 2  | Authorized Signatory.  | Yes              |                     |
| 3  | Financial Statement within 12 months.  | Yes              |                     |
| 4  | Notarized letter from Surety Company including single & aggregate.   | Yes              |                     |
| 5  | Contractor possesses a valid and current California Contractor's license for the project or projects for which it intends to submit a bid?   | Yes              |                     |
| 6  | Contractor has a liability insurance policy with a policy limit of at least \$2,000,000 per occurrence and \$5,000,000 aggregate? Please note that insurance policy limits maybe increased due to project size.  | Yes              |                     |
| 7  | Contractor has current workers' compensation insurance policy as required by the Labor Code or is legally self-insured pursuant to Labor Code section 3700 et. seq.?   | Yes              |                     |
| 8  | Contractor has attached its latest copy of a reviewed or audited financial statement with accompanying notes and supplemental information.   | Yes              |                     |
| 9  | Contractor has 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 Contractor's current single project and aggregate bonding capacity?   | Yes              |                     |
| 10 | Prospective bidder agrees to comply/enforce the applicable Provisions of the Labor Code, Section 1720- 1861 and South San Francisco Unified District Labor Compliance Program, and will pay the proper prevailing wage for each craft?   | Yes              |                     |
| 11 | Has Contractor registered and met all requirements using the California Department of Industrial Relations' online application as required pursuant to the public works contractor registration program set forth in Senate Bill 854?  | Yes              |                     |
| 12 | Is Contractor currently the debtor in a bankruptcy or receivership case?   | No               |                     |
| 13 | Has Contractor's license had two (2) or more citations listed with in the past three (3) years?  | No               |                     |
| 14 | Has any CSLB license held by Contractor firm or its Responsible Managing Employee (RME) or Responsible Managing Officer (RMO) been suspended within the last five years?   | No               |                     |
| 15 | Has a performance bond surety firm taken over or completed a project on Contractor's behalf, supervised the work of a project, or paid amounts to third parties for completion of a project related to Contractor's construction activities within the last five (5) years?  | No               |                     |
| 16 | At the time of submitting this pre-qualification form, is Contractor 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?  | No               |                     |
| 17 | At any time during the last five years, has Contractor 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?   | No               |                     |
| 18 | At any time during the last five years, has Contractor or any of its owners or officers been convicted federal or state crime of fraud, theft or any other act of dishonesty?  | No               |                     |
| 19 | Has Contractor defaulted on a contract or been terminated for cause by any public agency on any project within California within the past five (5) years and, if so, and if the action by the public agency was challenged, was the finding of default and/or termination upheld by a court or an arbitrator?  | No               |                     |
| 20 | At any time in the past five (5) years, has Contractor been found by an awarding agency to not be a responsible bidder?  | No               |                     |
| 21 | Has CAL OSHA cited and assessed penalties against Contractor for any "serious," "willful" or "repeat" violations of its safety or health regulations in the past five years?<br><br>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. | No               |                     |
| 22 | At any time in the last five years has Contractor been assessed or paid any liquidated damages under a construction contract with either a public or private owner?  | No               |                     |
| 23 | 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?  | No               |                     |
| 24 | 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?  | No               |                     |
| 25 | 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?  | No               |                     |

(Pass = 100%) Result:  PASS  FAIL

**Pre-Qualification Scoring Sheet - C-20 Mechanical/C-10 Electrical/C-36 Plumbing Contractors**

Contractor:

Application Received on:

| Q# | Part 2 A/B - History of Business   | Pts. Available | Score |
|----|--|----------------|-------|
| 1  | How many years has Contractor been in business in California as a contractor under its present business name and license number?<br>[3 years = 2 points, 4 years = 3 points, 5 years = 4 points, 6 or more = 5 points]   | 5              |       |
| 2  | Has Contractor been in bankruptcy or receivership at any time during the last five years? (This question refers only to an action that was not described in answer to question 2, above)<br>[No = 5 points, Yes = 0 points]  | 5              |       |
| 3  | In the last five (5) years, has your firm requested to be released from a bid on any public agency contracts?<br>[No = 5 points, Yes = 0 points]   | 5              |       |
| 4  | In the last five (5) years, has your firm or anyone acting on your firm's behalf, made any bid protests in connection with any public agency contracts?<br>[No = 5 points, Yes = 0 points]   | 5              |       |
| 5  | In the last five years has Contractor firm, or any firm with which any of Contractor's owners, officers or partners was associated, been debarred, disqualified, removed or otherwise prevented from bidding on, or completing, any government agency or public works project for any reason?<br>NOTE: "Associated with" refers to another construction firm in which an owner, partner or officer of your firm held a similar position, and which is listed in response to question 1c or 1d on this form.<br>[No = 5 points, Yes = 0 points] | 5              |       |
| 6  | In the past five years has a project owner, general contractor, architect, or construction manager filed or made claims(s), including in court or in arbitration, against Contractor concerning your firm's work on a construction project been filed in court or arbitration?<br>[No = 5 points, 1 such instance = 0 points, more than 1 such instance = -5 points]   | 5              |       |
| 7  | In the past five years has Contractor filed or made any claim, including in court or in arbitration, against a project owner, general contractor, architect, or construction manager, concerning work on a project or payment for a contract?<br>[No = 5 points, 1 such instance = 0 points, more than 1 such instance = -5 points]  | 5              |       |
| 8  | At any time during the past five years, has any surety company made any payments on Contractor's behalf to satisfy any claims made against a performance or payment bond issued on Contractor's behalf, in connection with a construction project, either public or private?<br>[No = 5 points, Yes indicating 1 such instance = 3 points, Yes indicating 2 such instances = 0 points, Yes indicating 3 or more such instances = -3 points]  | 5              |       |
| 9  | In the last five years has any insurance carrier, for any form of insurance, refused to renew the insurance policy for your firm?<br>[No = 5 points, Yes = 0 points]   | 5              |       |
| 10 | If your firm was required to pay a premium of more than one per cent for a performance and payment bond on any project(s) on which your firm worked at any time during the last three years, state the percentage that your firm was required to pay. You may provide an explanation for a percentage rate higher than one per cent, if you wish to do so.<br>[rate less than 1% = 5 points, rate less than 1.10% = 3 points, rate exceeding 1.10% = 0 points]   | 5              |       |
| 11 | During the last five years, has your firm ever been denied bond coverage by a surety company, or has there ever been a period of time when your firm had no surety bond in place during a public construction project when one was required?<br>[No = 5 points, Yes = 0 points]  | 5              |       |
|    |  | 55             |       |

(Pass = 80%)

Result:

PASS FAIL

**Pre-Qualification Scoring Sheet - C-20 Mechanical/C-10 Electrical/C-36 Plumbing Contractors**

Contractor:

Application Received on:

| Q# | Part 2C - Safety Compliance   | Pts. Available | Score |
|----|---|----------------|-------|
| 1  | Has the federal Occupational Safety and Health Administration cited and assessed penalties against Contractor in the past five years? NOTE: If  | 5              |       |
| 2  | Has the EPA or any Air Quality Management District or any Regional Water Quality Control Board cited and assessed penalties against either Contractor or the owner of a project on which the firm was the contractor, in the past five years? NOTE: If Contractor has filed an appeal of a citation and the Appeals Board has not yet ruled on the appeal, or if there is a court appeal pending, Contractor need not include information about the citation.<br>[No = 5 points, Yes indicating 1 such instance = 3 points, Yes indicating 2 such instances = 0 points] | 5              |       |
| 3  | How often does Contractor require documented safety meetings to be held for construction employees and field supervisors during the course of a project?<br>[Once a week or more often = 3 points, Less frequently than weekly = 0 points]  | 3              |       |
| 4  | List Contractor's Experience Modification Rate (EMR) (California Worker's Compensation insurance) for each of the past three premium years: NOTE: An Experience Modification Rate is issued to your firm annually by your workers' compensation insurance carrier.<br>[3-year average is .95 or less = 5 points, 3-year average is more than .95 but less than 1 = 3 points, 3-year average is more than 1 but less than 1.20 = 0 points, 3-year average is greater than 1.20 = -3 points]  | 5              |       |
| 5  | Within the last five years has there ever been a period when Contractor had employees but was without workers' compensation insurance or state-approved self-insurance?<br>[No = 5 points, Yes = 0 points]  | 5              |       |
| 6  | Has there been more than one occasion during the last five years in which Contractor was required to pay either back wages or penalties for Contractor's failure to comply with the state's prevailing wage laws.<br>[No = 5 points, Yes = -5 points]   | 5              |       |
| 7  | During the last five years, has there been more than one occasion in which Contractor has been penalized or required to pay back wages for failure to comply with the federal Davis-Bacon prevailing wage requirements?<br>[No = 5 points, Yes = -5 points]   | 5              |       |
| 8  | A. Provide the name, address and telephone number of the apprenticeship program (approved by the California Apprenticeship Council) from whom you intend to request the dispatch of apprentices to your company for use on any public work project for which you are awarded a contract by the South San Francisco Unified School District. And/or<br>B. If your firm operates its own State-approved apprenticeship program:   | 5              |       |
| 9  | At any time during the last five years, has Contractor been found to have violated any provision of California apprenticeship laws or regulations, or the laws pertaining to use of apprentices on public works?<br>[No = 5 points, Yes = 0 points]   | 5              |       |
|    |   | 43             |       |

|              |         |      |      |      |
|--------------|---------|------|------|------|
| (Pass = 80%) | Result: | PASS | FAIL | FAIL |
|--------------|---------|------|------|------|

**Pre-Qualification Scoring Sheet - General Contractors**

Contractor:

Application Received on:

| Q# | Part 1 - General  | Required to Pass | Contractor's Answer |
|----|---|------------------|---------------------|
| 1  | Package is completed.   | Yes              |                     |
| 7  | Authorized Signatory.   | Yes              |                     |
| 8  | Financial Statement within 12 months.   | Yes              |                     |
| 9  | Notarized letter from Surety Company including single & aggregate.  | Yes              |                     |
| 10 | Contractor possesses a valid and current California Contractor's license for the project or projects for which it intends to submit a bid?  | Yes              |                     |
| 11 | Contractor has a liability insurance policy with a policy limit of at least \$2,000,000 per occurrence and \$5,000,000 aggregate with a California-admitted insurance company? Please note that insurance policy requirements may be increased due to project size.   | Yes              |                     |
| 12 | Contractor has current workers' compensation insurance policy as required by the Labor Code or is legally self-insured pursuant to Labor Code section 3700 et. seq.?  | Yes              |                     |
| 13 | Contractor has attached its latest copy of a reviewed or audited financial statement with accompanying notes and supplemental information.  | Yes              |                     |
| 14 | Contractor has 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 Contractor's current single project and aggregate bonding capacity?                                  | Yes              |                     |
| 15 | Contractor has attached a completed Bank Information Form with the appropriate Authorized Signatures?   | Yes              |                     |
| 16 | Prospective bidder agrees to comply/enforce the applicable Provisions of the Labor Code, Section 1720- 1861 and will pay the proper prevailing wage for each craft?   | Yes              |                     |
| 17 | Has Contractor registered and met all requirements using the California Department of Industrial Relations' online application as required pursuant to the public works contractor registration program set forth in Senate Bill 854?   | Yes              |                     |
| 18 | Is Contractor currently the debtor in a bankruptcy or receivership case?  | No               |                     |
| 19 | Has Contractor's license had two (2) or more citations listed with in the past five (5) years?  | No               |                     |
| 20 | Has any CSLB license held by Contractor firm or its Responsible Managing Employee (RME) or Responsible Managing Officer (RMO) been suspended within the last five years?  | No               |                     |
| 21 | Has a performance bond surety firm taken over or completed a project on Contractor's behalf, supervised the work of a project, or paid amounts to third parties for completion of a project related to Contractor's construction activities within the last five (5) years?                                   | No               |                     |
| 22 | At the time of submitting this pre-qualification form, is Contractor 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?   | No               |                     |
| 23 | At any time during the last five years, has Contractor 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?  | No               |                     |
| 24 | At any time during the last five years, has Contractor or any of its owners or officers been convicted federal or state crime of fraud, theft or any other act of dishonesty?   | No               |                     |
| 25 | Has Contractor defaulted on a contract or been terminated for cause by any public agency on any project within California within the past five (5) years and, if so, and if the action by the public agency was challenged, was the finding of default and/or termination upheld by a court or an arbitrator? | No               |                     |
| 26 | At any time in the past five (5) years, has Contractor been found by an awarding agency to not be a responsible bidder?   | No               |                     |
| 27 | Has CAL OSHA cited and assessed penalties against Contractor for any "serious," "willful" or "repeat" violations of its safety or health regulations in the past five years?  | No               |                     |
| 28 | At any time in the last five years has Contractor been assessed or paid any liquidated damages under a construction contract with either a public or private owner?   | No               |                     |
| 29 | 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?   | No               |                     |
| 30 | 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?   | No               |                     |
| 31 | 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?   | No               |                     |

|             |      |      |
|-------------|------|------|
| (Pass=100%) | PASS | FAIL |
|-------------|------|------|

**Pre-Qualification Scoring Sheet - General Contractors**

Contractor:

Application Received on:

| Q# | Part 2 A/B - History of Business  | Pts. Available | Score |
|----|---|----------------|-------|
| 1  | How many years has Contractor been in business in California as a contractor under its present business name and license number?<br>[3 years = 2 points, 4 years = 3 points, 5 years = 4 points, 6 or more = 5 points]  | 5              |       |
| 2  | Has Contractor been in bankruptcy or receivership at any time during the last five years? (This question refers only to an action that was not described in answer to question 2, above)<br>[No = 5 points, Yes = 0 points]   | 5              |       |
| 3  | In the last five (5) years, has your firm requested to be released from a bid on any public agency contracts?   | 5              |       |
| 4  | In the last five (5) years, has your firm or anyone acting on your firm's behalf, made any bid protests in connection with any public agency contracts?<br>[No = 5 points, Yes = 0 points]  | 5              |       |
| 5  | In the last five years has Contractor firm, or any firm with which any of Contractor's owners, officers or partners was associated, been debarred, disqualified, removed or otherwise prevented from bidding on, or completing, any government agency or public works project for any reason? NOTE: "Associated with" refers to another construction firm in which an owner, partner or officer of your firm held a similar position, and which is listed in response to question 1c or 1d on this form.<br>[No = 5 points, Yes = 0 points] | 5              |       |
| 6  | In the past five years has a project owner, general contractor, subcontractor, supplier, architect, or construction manager filed or made claims(s), including in court or in arbitration, against Contractor concerning your firm's work on a construction project been filed in court or arbitration?<br>[No = 5 points, 1 such instance = 0 points, more than 1 such instance = -5 points]   | 5              |       |
| 7  | In the past five years has Contractor filed or made any claim, including in court or in arbitration, against a project owner, general contractor, subcontractor, supplier, architect, or construction manager, concerning work on a project or payment for a contract?<br>[No = 5 points, 1 such instance = 0 points, more than 1 such instance = -5 points]  | 5              |       |
| 8  | At any time during the last five (5) years, has your firm, either directly or through any prime contractor or subcontractor, ever made a claim against a public entity for delay damages (including acceleration, out of sequence work or extended home office overhead) for which you recovered less than twenty-five percent (25%) of the amount claimed? [No = 5 points, 1 such instance = -5 points]  | 5              |       |
| 9  | At any time during the past five years, has any surety company made any payments on Contractor's behalf to satisfy any claims made against a performance or payment bond issued on Contractor's behalf, in connection with a construction project, either public or private?<br>[No = 5 points, Yes indicating 1 such instance = 3 points, Yes indicating 2 such instances = 0 points, Yes indicating 3 or more such instances = -3 points]   | 5              |       |
| 10 | In the past three years, have any subcontractors or suppliers filed any mechanics liens or stop notices for labor and/or materials with respect to any projects for which you served as a general contractor?<br>[No = 5 points, Yes = 0 points]  | 5              |       |
| 11 | In the last five years has any insurance carrier, for any form of insurance, refused to renew the insurance policy for your firm?<br>[No = 5 points, Yes = 0 points]  | 5              |       |
| 12 | If your firm was required to pay a premium of more than one per cent for a performance and payment bond on any project(s) on which your firm worked at any time during the last three years, state the percentage that your firm was required to pay. You may provide an explanation for a percentage rate higher than one per cent, if you wish to do so.<br>[rate less than 1% = 5 points, rate less than 1.10% = 3 points, rate exceeding 1.10% = 0 points]  | 5              |       |
| 13 | During the last five years, has your firm ever been denied bond coverage by a surety company, or has there ever been a period of time when your firm had no surety bond in place during a public construction project when one was required?<br>[No = 5 points, Yes = 0 points]   | 5              |       |
|    |   | 65             |       |

|              |         |      |      |
|--------------|---------|------|------|
| (Pass = 80%) | Result: | PASS | FAIL |
|--------------|---------|------|------|

**Pre-Qualification Scoring Sheet - General Contractors**

Contractor:

Application Received on:

| Q# | Part 2C - Safety Compliance  | Pts. Available | Score |
|----|--|----------------|-------|
| 1  | Has the federal Occupational Safety and Health Administration cited and assessed penalties against Contractor in the past five years? NOTE: If you have filed an appeal of a citation and the Appeals Board has not yet ruled on your appeal, or if there is a court appeal pending, you need not include information about the citation. [No = 5 points, Yes indicating 1 such instance = 3 points, Yes indicating 2 such instances = 0 points]   | 5              |       |
| 2  | Has the EPA or any Air Quality Management District or any Regional Water Quality Control Board cited and assessed penalties against either Contractor or the owner of a project on which the firm was the contractor, in the past five years? NOTE: If Contractor has filed an appeal of a citation and the Appeals Board has not yet ruled on the appeal, or if there is a court appeal pending, Contractor need not include information about the citation. [No = 5 points, Yes indicating 1 such instance = 3 points, Yes indicating 2 such instances = 0 points]   | 5              |       |
| 3  | How often does Contractor require documented safety meetings to be held for construction employees and field supervisors during the course of a project? [Once a week or more often = 3 points, Less frequently than weekly = 0 points]  | 3              |       |
| 4  | List Contractor's Experience Modification Rate (EMR) (California Worker's Compensation insurance) for each of the past three premium years: NOTE: An Experience Modification Rate is issued to your firm annually by your workers' compensation insurance carrier. [3-year average is .95 or less = 5 points, 3-year average is more than .95 but less than 1 = 3 points, 3-year average is more than 1 but less than 1.20 = 0 points, 3-year average is greater than 1.20 = -3 points]  | 5              |       |
| 5  | Within the last five years has there ever been a period when Contractor had employees but was without workers' compensation insurance or state-approved self-insurance? [No = 5 points, Yes = 0 points]  | 5              |       |
| 6  | Has there been more than one occasion during the last five years in which Contractor was required to pay either back wages or penalties for Contractor's failure to comply with the state's prevailing wage laws. [No = 5 points, Yes = -5 points]   | 5              |       |
| 7  | During the last five years, has there been more than one occasion in which Contractor has been penalized or required to pay back wages for failure to comply with the federal Davis-Bacon prevailing wage requirements? [No = 5 points, Yes = -5 points]   | 5              |       |
| 8  | A. Provide the name, address and telephone number of the apprenticeship program (approved by the California Apprenticeship Council) from whom you intend to request the dispatch of apprentices to your company for use on any public work project for which you are awarded a contract by the South San Francisco Unified School District. And/or<br>B. If your firm operates its own State-approved apprenticeship program:<br>(a) Identify the craft or crafts in which your firm provided apprenticeship training in the past year.<br>(b) State the year in which each such apprenticeship program was approved, and attach evidence of the most recent California Apprenticeship Council approval(s) of your apprenticeship program(s).<br>(c) State the number of individuals who were employed by your firm as apprentices at any time during the past three years in each apprenticeship and the number of persons who, during the past three years, completed apprenticeships in each craft while employed by your firm. [One (1) or more approved apprenticeship program(s) listed AND/OR one (1) or more persons completed and approved apprenticeship program while employed by your firm = 5 points. Any other answer = 0 points.] | 5              |       |
| 9  | At any time during the last five years, has Contractor been found to have violated any provision of California apprenticeship laws or regulations, or the laws pertaining to use of apprentices on public works? [No = 5 points, Yes = 0 points]   | 5              |       |
|    |  | 43             |       |

|              |         |      |      |  |
|--------------|---------|------|------|--|
| (Pass = 80%) | Result: | PASS | FAIL |  |
|--------------|---------|------|------|--|



**RESOLUTION NO. 16-04**

**BOARD OF TRUSTEES, SOUTH SAN FRANCISCO UNIFIED SCHOOL DISTRICT,  
COUNTY OF SAN MATEO, STATE OF CALIFORNIA**

**RESOLUTION ADOPTING BIDDER PRE-QUALIFICATION PROCESS FOR THE  
SOUTH SAN FRANCISCO UNIFIED SCHOOL DISTRICT**

**RESOLVED**, by the Board of Trustees of the South San Francisco Unified School District, County of San Mateo, State of California, that

**WHEREAS**, section 20111.5 of the California Public Contract Code authorizes school districts to institute a pre-qualification process for prospective bidders on district public work projects; and

**WHEREAS**, section 20111.6 of the California Public Contract Code requires that prospective bidders on South San Francisco Unified School District contracts for public work projects awarded after January 1, 2014 for which the District uses funds received pursuant to the Leroy F. Green School Facilities Act of 1998 or funds from future state school bonds for a public project that involves a projected expenditure of at least one million dollars (\$1,000,000), to submit an application for pre-qualification; and

**WHEREAS**, pursuant to section 20111.6 of the California Public Contract Code, mechanical electrical, and plumbing contractors who bid on, or who are identified to serve as a subcontractor on such projects must also be pre-qualified by the District; and

**WHEREAS**, to comply with the requirements of the Public Contract Code, this Board must adopt procedures, including standardized forms and a uniform rating system, for evaluating applicant contractors; and

**WHEREAS**, the District has developed a pre-qualification process and such standardized forms and uniform rating system and District staff has recommended to the Board adopt these processes, forms, and system, and this board desires to do so, effective immediately.

**NOW, THEREFORE, IT IS HEREBY DETERMINED AND ORDERED** that for all public projects subject to Public Contract Code section 20111.6, no bids will be accepted from, and no contracts awarded to bidders or mechanical, electrical, or plumbing contractors who have not been pre-qualified pursuant to the District's pre-qualification process.

**BE IT FURTHER RESOLVED** that, effective upon adoption of this resolution, bidders shall be pre-qualified in accordance with the requirements set forth in the pre-qualification process for the South San Francisco Unified School District, adopted by this resolution, and attached hereto as Exhibits A and B.

**PASSED AND ADOPTED** by the Board of Trustees of the South San Francisco Unified School District on this 11<sup>th</sup> day of February 2016 by the following vote:

AYES \_\_\_\_\_ NOES \_\_\_\_\_ ABSENT \_\_\_\_\_ ABSTAINED \_\_\_\_\_

ATTEST:

\_\_\_\_\_  
Clerk/Secretary of the Board

\_\_\_\_\_  
Superintendent of Schools

**SOUTH SAN FRANCISCO UNIFIED SCHOOL DISTRICT**

**MEMORANDUM**

**TO:** Board of Trustees  
**FROM:** Shawnterra Moore, Ed.D., Superintendent  
**THRU:** Michael Krause, Assistant Superintendent – Business Services  
**DATE:** February 11, 2016  
**RE:** Measure J Program-Prequalification Consultant

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**BACKGROUND:**

As the District transitions to the next phase in construction on Measure J projects, a process called prequalification of contractors must take place. This is the screening process to ensure any company wishing to bid on any project has to meet certain minimum criteria.

Chavan and Associates comes highly recommended as a school district consultant in this process. Their sole job will be to assist in prequalifying companies and then their work is completed. They have recently worked with Sequoia Union HSD on this process as well. The time frame for this process should be a couple of months or sooner. Applications will go to potential companies as well as the application will be posted to the website.

**FISCAL IMPLICATIONS:**

Not to exceed \$30,000, to be paid from Fund 21, Bond Fund.

**RECOMMENDATION:**

Staff recommends that the Board of Trustees approve this item as presented.





February 1, 2016

Mr. Michael Krause  
Assistant Superintendent, Business Services  
South San Francisco Unified School District  
398 B Street  
South San Francisco, CA 94080

This is an open letter of engagement between the South San Francisco Unified School District (The "District") and Chavan & Associates, LLP, Certified Public Accountants ("C&A"). Under the scope of this engagement, C&A will provide the following services for each pre-qualification package submitted:

1. Review financial information required in the packages.
2. Review references required by the District.
3. Recommend a maximum pre-qualification amount, from \$175,000 to \$25,000,000.
4. Verify the company's cash flows and categorize it into three sections;
  - i. \$0-250,000.
  - ii. \$250,001-600,000.
  - iii. \$600,001 and above.
5. Verify that the appropriate bonding status documentation has been submitted.
6. Review banking information.
7. Provide explanations for any rejected contractors.
8. Provide explanations for contractor's approved for less than \$6,000,000.
9. Evaluate, score and summarize each contractor's application using the checklist of required items and scoring summary sheets approved by the District.
10. Provide a summary of all contractors that applied, the status of their applications, and/or final recommended approval amounts. This will provided no less then monthly. C&A will provide an update weekly in regard to any changes to the list.
11. C&A will check, contact and follow-up with contractor references provided by the contractors for a maximum of 14 days. At this point, if the references are not responding and the contractors do not provide new information, the contractor will be disqualified from bidding. The 14 day period can be waived or changed by the District at any time by emailing sheldon@cnallp.com.
12. C&A will contact the contractor through e-mails and phone calls to obtain information missing from the original application. C&A will make three attempts to retrieve missing information before disqualifying the contractor unless otherwise requested by the District. Note that the District can request that C&A not follow-up with contractors for missing information and deem the contractor disqualified upon receipt of the application, at the District's discretion. However, consistent treatment should be applied to all contractors.
13. C&A will use set-up a secure online portal for all contractor to upload applications. ALL contractors must upload their packages to this portal, unless otherwise requested by

February 11, 2016

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the District. The submission of hard or paper copy applications must be pre-approved by the District and sent through FedEx to 1475 Saratoga Ave, Suite 180, San Jose, CA 95129. An application will not be accepted through email. **The template applications should include a sentence or paragraph with submission instructions and direct contractors to contact C&A at [info@cnallp.com](mailto:info@cnallp.com) to request an online account.**

14. C&A will maintain a log of all applications received, whether received electronically or otherwise.

The above services will be performed on each pre-qualification package submitted and authorized by the District. This engagement will be on a package by package basis until all packages submitted to the District have been processed or until the District no longer requests C&A to perform the services noted above. The terms of this engagement end on January 1, 2017, unless otherwise agreed.

This engagement encompasses only the services stated above. However, The District may request additional services at our standard hourly rates as follows:

|                    |                |
|--------------------|----------------|
| Engagement Partner | \$250 per hour |
| Manager            | \$150 per hour |
| Senior Accountants | \$85 per hour  |
| Staff Accountants  | \$65 per hour  |
| Clerical           | \$35 per hour  |

Additional services include, but are not limited to, the review and analysis of the District's pre-qualification bid requests packets prior to having been sent to each respective bidder. Generally, this service will be completed by the engagement partner. Please be advised that this engagement does not include any expression of opinion on the District's financial statements.

Based on the information gathered concerning these services, we estimate that each package will require 2 to 4 hours to complete. Should any situation arise that will materially increase this estimate, we will advise you immediately. **All services included in the scope of this engagement will be billed at \$125 per hour with a minimum billing of 1 hour and a total Not-To-Exceed price of \$30,000.** Please note that our average fee per application for other clients has been \$280 per package. Time and billing reports will be available upon request as evidence of the services provided. All invoices will be submitted monthly through e-mail unless otherwise requested.

You may withdraw from this engagement at any time, without cause, should you desire to do so. We do request that you notify us in writing of your decision to withdraw. Our firm also reserves the right to withdraw from this engagement at any time, should we feel that the mutual objectives of this engagement cannot be reached, or if we feel that we cannot properly serve



**Chavan & Associates, LLP**  
Certified Public Accountants

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your request for support. Should either party withdraw from this engagement, all fees incurred to date will be billed and due payable.

Please indicate your approval of the terms of this engagement by signing where indicated below. Should you have additional questions, please do not hesitate to contact us.

Very truly yours,

*C & A LLP*

Sheldon Chavan, CPA, Partner  
Chavan & Associates, LLP

Accepted by: \_\_\_\_\_

Print name: \_\_\_\_\_

Title: \_\_\_\_\_

Date: \_\_\_\_\_



**SOUTH SAN FRANCISCO UNIFIED SCHOOL DISTRICT**

**MEMORANDUM**

**TO:** Board of Trustees  
**FROM:** Shawnterra Moore, Ed.D., Superintendent  
**THRU:** Michael Krause, Assistant Superintendent – Business Services  
**DATE:** February 11, 2016  
**RE:** Measure J- Parkway Middle School Temp Modular Buildings

---

**BACKGROUND:**

Parkway Heights Middle School is using 12 modular classroom buildings while construction is taking place. The lease agreement was with USS Cal but the District is taking over the lease. The term will be for 12 months. Mobile Modular is the company that has been providing these buildings since February of 2014.

**FISCAL IMPLICATIONS:**

\$100,752 for 12 months, to be paid from Fund 21, Bond Fund.

**RECOMMENDATION:**

Staff recommends that the Board of Trustees approve of this item as submitted.





**Mobile Modular Management Corporation**  
 5700 Las Positas Road  
 Livermore, CA 94551  
 Phone: (925) 606-9000 Fax: (925) 453-3201  
[www.mobilemodular.com](http://www.mobilemodular.com)

**Lease Agreement**  
 Contract: 210027295.1  
**Contract Term: 12 Months**  
 Date Printed: 01/28/2016  
 Start Rent Date: 01/26/2016

| Customer & Site Information  |  | Mobile Modular Contact  |
|--|--|---|
| <b>Customer Information:</b><br><b>South San Francisco USD</b><br>398 B St<br>South San Francisco, CA 94080<br>Jill Miller<br>6508778718 | <b>Site Information:</b><br>South San Francisco USD<br>650 Sunset Ave.<br>Parkway Middle School<br>South San Francisco, CA 94080<br>Mike Krause<br>650-784-1720<br><br><b>Customer PO/Reference:</b><br>Exp: //<br>By: | Questions?<br><br>Please Contact: Open Sales<br>Direct Phone: 1 (866) 459-7600<br>All other inquiries: (925) 606-9000 |

| Product Information   |     |              |                       |         |
|---|-----|--------------|-----------------------|---------|
|   | Qty | Monthly Rent | Extended Monthly Rent | Taxable |
| Classroom, 24x40 DSA (Item1001)<br><i>Right Hand Door Configuration. Open plan. Tackboard interior.</i><br>BUILDING ID # 39770                      | 1   | \$463.00     | \$463.00              | N       |
| Ramp, Custom Plan   | 1   | \$134.00     | \$134.00              | N       |
| Classroom, 24x40 DSA (Item1001)<br><i>Right Hand Door Configuration. Open plan. Tackboard interior.</i><br>BUILDING ID # 39750                      | 1   | \$463.00     | \$463.00              | N       |
| Ramp, Custom Plan   | 1   | \$134.00     | \$134.00              | N       |
| Classroom, 24x40 DSA (Item1001)<br><i>Right Hand Door Configuration. Open plan. Tackboard interior.</i><br>BUILDING ID # 39767                      | 1   | \$463.00     | \$463.00              | N       |
| Ramp, Custom Plan   | 1   | \$134.00     | \$134.00              | N       |
| Classroom, 24x40 DSA (Item1001)<br><i>Right Hand Door Configuration. Open plan. Tackboard interior.</i><br>BUILDING ID# 39797                       | 1   | \$463.00     | \$463.00              | N       |
| Ramp, Custom Plan   | 1   | \$134.00     | \$134.00              | N       |
| Classroom, 24x40 DSA (Item1001)<br><i>Right Hand Door Configuration. Open plan. Tackboard interior.</i><br>BUILDING ID # 40219                      | 1   | \$463.00     | \$463.00              | N       |
| Ramp, Custom Plan   | 1   | \$134.00     | \$134.00              | N       |
| Classroom, 24x40 DSA (Item1001)<br><i>Right Hand Door Configuration. Open plan. Tackboard interior.</i><br>BUILDING ID # 40245                      | 1   | \$463.00     | \$463.00              | N       |
| Ramp, Custom Plan   | 1   | \$134.00     | \$134.00              | N       |
| Classroom, 24x40 DSA (Item1002)<br><i>Left Hand Door (exterior). Open plan. Tackboard interior.</i><br>BUILDING ID # 39744                          | 1   | \$679.00     | \$679.00              | N       |
| Ramp, Custom Plan   | 1   | \$118.00     | \$118.00              | N       |
| Classroom, 24x40 DSA (Item1002)<br><i>Left Hand Door (exterior). Open plan. Tackboard interior.</i><br>CTO CONTRACT # 210017646 BUILDING ID # 39612 | 1   | \$679.00     | \$679.00              | N       |
| Ramp, Custom Plan   | 1   | \$118.00     | \$118.00              | N       |
| Classroom, 24x40 DSA (Item1002)<br><i>Left Hand Door (exterior). Open plan. Tackboard interior.</i><br>BUILDING ID # 39625                          | 1   | \$679.00     | \$679.00              | N       |
| Ramp, Custom Plan   | 1   | \$118.00     | \$118.00              | N       |
| Classroom, 24x40 DSA (Item1002)   | 1   | \$679.00     | \$679.00              | N       |

February 11, 2016



**Mobile Modular Management Corporation**  
 5700 Las Positas Road  
 Livermore, CA 94551  
 Phone: (925) 606-9000 Fax: (925) 453-3201  
[www.mobilemodular.com](http://www.mobilemodular.com)

### Lease Agreement

Contract: 210027295.1  
**Contract Term: 12 Months**  
 Date Printed: 01/28/2016  
 Start Rent Date: 01/26/2016

|  |   |          |          |   |
|--|---|----------|----------|---|
| <i>Left Hand Door (exterior). Open plan. Tackboard interior.</i> |   |          |          |   |
| <i>BUILDING ID # 39816</i>                                       |   |          |          |   |
| Ramp, Custom Plan  | 1 | \$134.00 | \$134.00 | N |
| Classroom, 24x40 DSA (Item1002)                                  |   |          |          |   |
| <i>Left Hand Door (exterior). Open plan. Tackboard interior.</i> |   |          |          |   |
| <i>BUILDING ID # 40221</i>                                       |   |          |          |   |
| Ramp, Custom Plan  | 1 | \$118.00 | \$118.00 | N |
| Classroom, 24x40 DSA (Item1002)                                  |   |          |          |   |
| <i>Left Hand Door (exterior). Open plan. Tackboard interior.</i> |   |          |          |   |
| <i>BUILDING ID # 40093</i>                                       |   |          |          |   |
| Ramp, Custom Plan  | 1 | \$134.00 | \$134.00 | N |

|  | Qty | Charge Each | Total One Time Taxable |
|--|-----|-------------|------------------------|
|--|-----|-------------|------------------------|

**Charges Upon Delivery:**

|                                 |  |  |        |
|---------------------------------|--|--|--------|
| Classroom, 24x40 DSA (Item1001) |  |  | \$0.00 |
| Classroom, 24x40 DSA (Item1001) |  |  | \$0.00 |
| Classroom, 24x40 DSA (Item1001) |  |  | \$0.00 |
| Classroom, 24x40 DSA (Item1001) |  |  | \$0.00 |
| Classroom, 24x40 DSA (Item1001) |  |  | \$0.00 |
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| Classroom, 24x40 DSA (Item1002) |  |  | \$0.00 |
| Classroom, 24x40 DSA (Item1002) |  |  | \$0.00 |
| Classroom, 24x40 DSA (Item1002) |  |  | \$0.00 |



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## Lease Agreement

Contract: 210027295.1  
**Contract Term: 12 Months**  
 Date Printed: 01/28/2016  
 Start Rent Date: 01/26/2016

|  |                   |
|--|-------------------|
| Subtotal of Monthly Rent:                            | \$8,396.00        |
| Monthly Personal Property Expense (PPE):             | \$0.00            |
| Taxes on Monthly Charges:                            | \$0.00            |
| <b>Total Monthly Charges (incl Taxes &amp; PPE):</b> | <b>\$8,396.00</b> |
| Subtotal of One-Time Charges upon Delivery :         | \$0.00            |
| Taxes On One Time Charges:                           | \$0.00            |
| Security Deposit:                                    | \$0.00            |
| <b>Est. Initial Invoice:</b>                         | <b>\$8,396.00</b> |

|  | Qty | Charge Each | Total One Time    | Taxable |
|--|-----|-------------|-------------------|---------|
| <b>Charges Upon Return:</b>            |     |             |                   |         |
| <b>Classroom, 24x40 DSA (Item1001)</b> |     |             |                   |         |
| Prepare Equipment For Removal (B5)     | 1   | \$2,530.00  | \$2,530.00        | N       |
| Return Haulage Lowboy 12 wide          | 2   | \$748.51    | \$1,497.02        | N       |
| Return Haulage Permit 12 wide Lowboy   | 2   | \$78.00     | \$156.00          | N       |
| Return Haulage Pilot 12 wide Lowboy    | 2   | \$229.00    | \$458.00          | N       |
|  |     |             | <b>\$4,641.02</b> |         |
| <b>Classroom, 24x40 DSA (Item1001)</b> |     |             |                   |         |
| Prepare Equipment For Removal (B5)     | 1   | \$2,530.00  | \$2,530.00        | N       |
| Return Haulage Lowboy 12 wide          | 2   | \$748.51    | \$1,497.02        | N       |
| Return Haulage Permit 12 wide Lowboy   | 2   | \$78.00     | \$156.00          | N       |
| Return Haulage Pilot 12 wide Lowboy    | 2   | \$229.00    | \$458.00          | N       |
|  |     |             | <b>\$4,641.02</b> |         |
| <b>Classroom, 24x40 DSA (Item1001)</b> |     |             |                   |         |
| Prepare Equipment For Removal (B5)     | 1   | \$2,530.00  | \$2,530.00        | N       |
| Return Haulage Lowboy 12 wide          | 2   | \$748.51    | \$1,497.02        | N       |
| Return Haulage Permit 12 wide Lowboy   | 2   | \$78.00     | \$156.00          | N       |
| Return Haulage Pilot 12 wide Lowboy    | 2   | \$229.00    | \$458.00          | N       |
|  |     |             | <b>\$4,641.02</b> |         |
| <b>Classroom, 24x40 DSA (Item1001)</b> |     |             |                   |         |
| Prepare Equipment For Removal (B5)     | 1   | \$2,530.00  | \$2,530.00        | N       |
| Return Haulage Lowboy 12 wide          | 2   | \$748.51    | \$1,497.02        | N       |
| Return Haulage Permit 12 wide Lowboy   | 2   | \$78.00     | \$156.00          | N       |
| Return Haulage Pilot 12 wide Lowboy    | 2   | \$229.00    | \$458.00          | N       |
|  |     |             | <b>\$4,641.02</b> |         |
| <b>Classroom, 24x40 DSA (Item1001)</b> |     |             |                   |         |
| Prepare Equipment For Removal (B5)     | 1   | \$2,530.00  | \$2,530.00        | N       |
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|  |     |             | <b>\$4,641.02</b> |         |
| <b>Classroom, 24x40 DSA (Item1002)</b> |     |             |                   |         |
| Prepare Equipment For Removal (B5)     | 1   | \$2,530.00  | \$2,530.00        | N       |
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February 11, 2016

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Action



**Mobile Modular Management Corporation**  
 5700 Las Positas Road  
 Livermore, CA 94551  
 Phone: (925) 606-9000 Fax: (925) 453-3201  
[www.mobilemodular.com](http://www.mobilemodular.com)

|                                 |  |
|---------------------------------|--|
| <b>Lease Agreement</b>          |  |
| Contract: 210027295.1           |  |
| <b>Contract Term: 12 Months</b> |  |
| Date Printed: 01/28/2016        |  |
| Start Rent Date: 01/26/2016     |  |

**\$4,641.02**

**Classroom, 24x40 DSA (Item1002)**

|                                      |   |            |                   |   |
|--------------------------------------|---|------------|-------------------|---|
| Prepare Equipment For Removal (B5)   | 1 | \$2,530.00 | \$2,530.00        | N |
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|                                      |   |            | <b>\$4,641.02</b> |   |

**Classroom, 24x40 DSA (Item1002)**

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|                                      |   |            |                   |   |
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|                                      |   |            | <b>\$4,641.02</b> |   |

**Classroom, 24x40 DSA (Item1002)**

|                                      |   |            |                   |   |
|--------------------------------------|---|------------|-------------------|---|
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| Return Haulage Pilot 12 wide Lowboy  | 2 | \$229.00   | \$458.00          | N |
|                                      |   |            | <b>\$4,641.02</b> |   |

**Special Notes**

**Special Terms & Important Contractual Information**

- A minimum cleaning charge of \$125 per floor will apply for modular buildings.
- Prices will be adjusted for unknown circumstances, e.g. driver waiting time, pilot car requirements, special transport permits, difficult site, increase in fuel price, etc. Customer's site must be dry, compacted, level and accessible by normal truck delivery.
- This transaction is subject to credit approval. Security deposit or payment in advance may be required. Security deposit will be applied against account balance at the end of the contract.
- Unless noted, prices do not include permits, ramps, stairs, seismic foundation systems, temporary power, skirting, engineering, taxes or utilities or related installation and/or removal of same. Pricing quote for set up or installation (of building, skirting, earth anchors, ramps, etc.) does not include dismantle or removal unless otherwise noted. Except for skirting and earth anchors, unless noted, ownership of all installed or supplied items is retained by Lessor.
- Please treat our equipment with respect. All damages other than normal usage will be billed for at the end of lease.
- Contract subject to terms & conditions attached and made a part of this agreement by reference herein. Customer acknowledges that he/she has received and read and affirms that he/she is duly authorized to execute and commit to this agreement for the above named customer.
- Rent will be billed in advance every 30 calendar days.
- **Unless otherwise noted, prices do not include prevailing wages, Davis-Bacon wages, or other special or certified wages.**

**Insurance Requirements**



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 Livermore, CA 94551  
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[www.mobilemodular.com](http://www.mobilemodular.com)

**Lease Agreement**

Contract: 210027295.1  
**Contract Term: 12 Months**  
 Date Printed: 01/28/2016  
 Start Rent Date: 01/26/2016

Please send, or have your insurance company send, a Certificate of Insurance to us. We require liability coverage (minimum of \$1,000,000) listing Mobile Modular Management Corporation as an additional insured and property coverage for the value of the unit(s) leased listing Mobile Modular Management Corporation as loss payee.

| Item & Description              | Qty | Item Code | Ins. Value  |
|---------------------------------|-----|-----------|-------------|
| Classroom, 24x40 DSA (Item1002) | 1   | 1002      | \$42,750.00 |
| Classroom, 24x40 DSA (Item1002) | 1   | 1002      | \$42,750.00 |
| Classroom, 24x40 DSA (Item1002) | 1   | 1002      | \$42,750.00 |
| Classroom, 24x40 DSA (Item1001) | 1   | 1001      | \$42,750.00 |
| Classroom, 24x40 DSA (Item1001) | 1   | 1001      | \$42,750.00 |
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| Classroom, 24x40 DSA (Item1002) | 1   | 1002      | \$42,750.00 |
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**Incorporation by Reference**

The Lease Agreement is subject to the Supplemental Lease Terms and Conditions, which are hereby incorporated by reference in their entirety, as updated from time to time by Lessor, in its sole discretion, and can be viewed in the Resources section of Lessor's website at (<http://www.mobilemodular.com/contractterms>). The Lessee hereby affirms that he/she has read in its entirety and understands the Supplemental Lease Terms and Conditions.

**Please sign below and fax or email this document to the fax number shown above or the email address you received the document from.**

The parties hereto, Mobile Modular Management Corporation, a California corporation, as lessor ("**Lessor**") and lessee ("**Lessee**", as described above in the section titled "Customer Information") hereby agree to this Lease Agreement and the terms and conditions set forth in the Lease Terms and Conditions, attached hereto as Attachment A, which are hereby incorporated by reference. The individual signing this Lease Agreement affirms that he/she is duly authorized to execute and commit to this Lease Agreement for the above named Lessee.

|   |   |
|---|---|
| <p><b>LESSOR:</b><br/>Mobile Modular Management Corporation</p> <p>Signature: _____</p> <p>Print Name: _____</p> <p>Title: _____</p> <p>Date: _____</p> | <p><b>LESSEE:</b><br/>South San Francisco USD</p> <p>Signature: _____</p> <p>Print Name: _____</p> <p>Title: _____</p> <p>Date: _____</p> |
|---|---|

**ATTACHMENT A**

**LEASE TERMS AND CONDITIONS**

**1. LEASE.** Lessor leases to Lessee, and Lessee leases from Lessor, the equipment listed on any Lease Agreement hereto (the "**Equipment**") on the terms and conditions set forth herein. Each such Lease Agreement ("**Agreement**") and the lease provisions on the Lessor's website at [<http://www.mobilemodular.com/contractterms>] (the "**Incorporated Provisions**"), which are incorporated by reference into the Agreement, shall constitute a separate and independent lease (a "Lease") of the Equipment listed in the Agreement under "Product Information". In the event of a conflict between this Agreement and Lessee's contract, purchase order or other document, the terms of this Agreement shall prevail.

**2. LEASE TERM.** The Agreement shall be in full force and effect upon the date of execution by Lessee. The Lease Term and Monthly Rent shall commence on the Start Rent Date specified in the Agreement (which may be adjusted by mutual agreement of Lessee and Lessor), and shall continue thereafter for the number of months specified in the Agreement as the "Contract Term" (the "**Lease Term**"). Lessee is responsible for paying the Monthly Rent specified in the Agreement (as such may be adjusted pursuant to Section 4) for each month during the Lease Term. This Lease Agreement defines a month as 30 calendar days; rent will be billed monthly unless otherwise specified. In the event that Lessee terminates the Agreement prior to the expiration of the Lease Term, Lessor shall be entitled to charge an early termination fee, even if such termination occurs prior to delivery of the Equipment. Such fee shall be determined by Lessor following the receipt of the termination request. Such early termination fee may include charges related to the preparation of the Equipment for delivery and/or the rental value of the Agreement. In no event shall any such early termination fee exceed the total value of the Lease Agreement. Lessor shall not be liable to Lessee for any failure or delay in obtaining, delivering or setting up the Equipment. In the event Lessor is responsible for delay in obtaining, delivering or setting up the Equipment, the Start Rent Date shall be deemed to be revised to the date that Lessor substantially completes setting up the Equipment. If any delay in obtaining, delivering or setting up the Equipment is caused by failure of the site to be ready or for any other reason not solely the responsibility of Lessor, the Lease shall commence as of the Start Rent Date originally stated notwithstanding such delay.

**3. RETURN OF EQUIPMENT.** Regardless of the stated Lease Term, Lessee must provide a minimum of 30 days' prior notice for return delivery of Equipment. Please review the Incorporated Provisions on Lessor's website at [<http://www.mobilemodular.com>] for the conditions under which the Equipment must be returned. Unless otherwise agreed upon by Lessor in writing, Monthly Rent shall be due until return of the Equipment to Lessor is completed and shall not be based upon the date such return is requested. Lessor prorates rent in one-half (1/2) month increments only. Lessee is responsible for paying the full month's rental payment for Equipment returned after the fifteenth (15th) day of the

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## Lease Agreement

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billing cycle.

4. **HOLDING OVER; LEASE EXTENSION.** Following the expiration of the Lease Term, the Lease and the terms and conditions set forth herein, shall be extended on a month-to-month basis until the Equipment is returned to Lessor. In this event, Lessor may establish a revised rental rate which shall constitute the Monthly Rent. The charges upon return and any other charges related to the return of the Equipment may be reasonably revised from those reflected in the Agreement, at Lessor's discretion, should the Lease be extended beyond the initial Lease Term.

5. **LESSEE AGREEMENTS.** Lessee agrees that:

(a) Lessor may insert in the applicable Agreement the serial number and other identification data relating to the Equipment when ascertained by Lessor; and

(b) Lessor (or its agents, employees or contractors) may, from time to time at any reasonable time, enter upon the premises of Lessee for the purposes of (1) inspecting the Equipment or posting "Notices of Non-Responsibility" or similar notices thereon, or (2) photographing the Equipment, including any items or occupants within or surrounding the Equipment, for promotional or other purposes, pursuant to Section 6 of the Incorporated Provisions. If Lessor determines that repairs to the Equipment are needed, Lessee shall grant access for said repairs. Lessor shall bear the expense of any repairs that it determines are needed to ameliorate normal wear and tear; the expense of all other repairs (including any repairs requested by Lessee) shall be borne by Lessee. If Lessee does not grant access for such repairs between 8:00 a.m. and 5:00 p.m., Monday through Friday, Lessee shall bear the cost of repair rates for labor at the applicable overtime rates.

6. **SECURITY DEPOSIT.** Lessee shall pay to Lessor the Security Deposit specified in the Agreement, which may be due upon execution of the Agreement, if specified. The Security Deposit shall be held by Lessor (who shall have no obligation to collect or pass through to Lessee any interest thereon) as security for Lessee's faithful performance of the terms and conditions of the applicable Lease, including without limitation Lessee's indemnification obligations under Section 12. If an Event of Default occurs, Lessor may apply the Security Deposit to payment of its costs, expenses and attorney fees in enforcing the terms of the Lease and to indemnify Lessor against any costs, expenses or damages sustained by Lessor in connection with the Lease (provided, however, nothing herein contained shall be construed to mean that the recovery of damages by Lessor shall be limited to the amount of the Security Deposit). In the event all or any portion of the Security Deposit is applied as aforesaid, Lessee shall deposit additional amounts with Lessor so that the Security Deposit shall always be maintained at the amount specified in the Agreement. At the end of the Lease Term, Lessor shall apply any remaining balance of the Security Deposit to the payment of any monies owed to Lessor under the Lease. Thereafter, if no Event of Default has occurred and is continuing and Lessee has complied with Section 3, Lessor shall return to Lessee any remaining balance of the Security Deposit.

7. **ASSIGNMENT.** Lessee will not assign, convey, transfer, or pledge as security or collateral its interest, or any part thereof, in and to any Lease or the Equipment without the prior written consent of Lessor; and any such attempted assignment, conveyance, transfer, or pledge of security or collateral, whether voluntary or involuntary, shall be null and void, and any such attempt act may be considered an Event of Default. Lessor may, at its option and without the prior approval of Lessee, transfer, convey, assign or pledge as security or collateral its interest or any part thereof, in and to the Lease.

8. **PAYMENTS.** Lessee agrees to pay to Lessor (at the office of Lessor or to such other person or at such other place as Lessor may from time to time designate to Lessee in writing) each payment specified herein on a net invoice basis without demand by Lessor. All payments due from Lessee pursuant to the terms of the Lease shall be made by Lessee without any abatement or setoff of any kind whatsoever arising from any cause whatsoever.

9. **TAXES AND LIENS.** Lessee agrees to keep the Equipment free of all levies, liens or encumbrances. Lessee shall, in the manner directed by Lessor, (a) make and file all declarations and returns in connection with all charges, fees and taxes (local, state and federal) levied or assessed either upon Lessee or Lessor, or upon the ownership, leasing, rental, sale, possession, use, or operation of the Equipment, and (b) pay all such charges, fees and taxes. However, Lessor shall pay all local, state or federal net income taxes relating to the Lease.

10. **LOSS OR DAMAGE.** Until the Equipment is returned to Lessor, Lessee assumes all risk of loss or damage to the Equipment. Subject to Section 12(b), should any Equipment damaged be capable of repair, the Lease shall not terminate, but Lessee shall cause the Equipment to be repaired and restored to its condition existing prior to such damage, at Lessee's sole expense. In the event any of the Equipment is damaged beyond repair or is lost, stolen or wholly destroyed, this Agreement shall cease and terminate as of the date of the event, accident or occurrence causing such loss or destruction, and Lessee shall pay Lessor within ten (10) days thereafter, an amount equal to the full replacement value of the Equipment. Lessee shall be entitled to the benefit of the proceeds from any insurance recovery received by Lessor, up to an amount equal to that which Lessee has paid to Lessor pursuant to this paragraph.

11. **INSURANCE.** Lessee shall provide, maintain, and pay all premiums for property insurance covering the loss, theft, destruction, or damage to the Equipment in an amount not less than the full replacement value thereof, naming Lessor as loss payee of the proceeds. Lessee shall also provide, maintain, and pay all premiums for general liability insurance (minimum of \$1,000,000 per occurrence), naming Lessor as an additional insured. All insurance shall be in a form and with a company having an A.M. Best rating of A- or better, and shall not be subject to cancellation without thirty-(30) day's prior written notice to Lessor. Lessee shall deliver to Lessor insurance certificates, or evidence of insurance related thereto, meeting the above requirements. Proceeds of such insurance shall, at Lessor's option, be applied either towards replacement, restoration or repair of the Equipment or towards payment of Lessee's obligations under the Lease. Lessor may require Lessee's insurance carrier to be licensed to do business in the state where the Equipment is being leased. Lessor will not and does not provide insurance for any of Lessee's personal property that may be in or on any Equipment.

February 11, 2016



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**Lease Agreement**

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**12. WAIVER AND INDEMNIFICATION.**

(a) Lessee hereby waives and releases all claims against Lessor for (i) loss of or damage to all property, goods, wares and merchandise in, upon or about the Equipment, (ii) injuries to Lessee, Lessee's agents and third persons, and (iii) the use, misuse, or malfunction of any security screens provided with the Equipment, in each case, irrespective of the cause of such loss, damage or injury. Under no circumstances shall Lessor be liable to Lessee for any special, incidental or consequential damages of any kind (including, but not limited to damages for loss of use, or profit, by Lessee or for any collateral damages), whether or not caused by Lessor's negligence or delay, resulting from the Lease or the manufacture, delivery, installation, removal or use of the Equipment, or in connection with the services rendered by Lessor hereunder, even if the parties have been advised of the possibility of such damages.

(b) Lessee agrees to indemnify and hold harmless Lessor from and against any and all losses, liabilities, costs, expenses (including attorney fees), claims, actions, demands, fines, forfeitures, seizures or penalties (collectively, "**Claims**") arising out of (i) the maintenance, possession or use of the Equipment by Lessee, its employees, agents or any person invited, suffered or permitted by Lessee to use or be in, on or about the Equipment, including to the extent arising from Lessor's negligence, (ii) Lessee's failure to comply with any of the terms of the Lease (including without limitation Sections 5(a)(ii) and 5(f)(i) of the Incorporated Provisions, and Sections 6, 14 and 15 hereto), and (iii) any theft or destruction of, or damage to, the Equipment. If the foregoing obligations are not enforceable against Lessee under applicable law, Lessee agrees to indemnify and hold harmless Lessor from and against any and all Claims to the maximum extent permitted by applicable law. Lessee shall make all payments due under this Section upon demand by Lessor.

**13. EVENTS OF DEFAULT.**

(a) Each of the following shall constitute an "**Event of Default**": (1) default by Lessee in making any required payment to Lessor and the continuance of such default for ten (10) consecutive days; (2) default by Lessee in the performance of any obligation, covenant or liability contained in the Lease or any other agreement or document with Lessor and the continuance of such default for ten (10) days after written notice, thereof by Lessor to Lessee; (3) any warranty, representation or statement made or furnished to Lessor by or on behalf of Lessee proves to have been false in any material respect when made or furnished; (4) loss, theft, damage, destruction or the attempted sale or encumbrance by Lessee of any of the Equipment, or any levy, seizure or attachment thereof or thereon; or (5) Lessee's dissolution, termination of existence, discontinuance of business, insolvency, or business failure; or the appointment of a receiver of any part of, the assignment for the benefit of creditors by, or the commencement of any proceedings under any bankruptcy, reorganization or arrangement laws by or against, Lessee. Lessee acknowledges that any Event of Default will substantially impair the lease value hereof.

(b) **REMEDIES OF LESSOR:** Upon the occurrence of any Event of Default and any time thereafter, Lessor may, without notice, exercise one or more of the following remedies, as Lessor, in its sole discretion shall elect: (1) declare all unpaid lease payments under the Lease to be immediately due and payable; (2) terminate the Lease as to any or all items of the Equipment; (3) take possession of the Equipment wherever found, and for this purpose enter upon any premises of Lessee and remove the Equipment, without any liability for suit, action or other proceedings by Lessee; (4) direct Lessee at its expense to promptly prepare the Equipment for pickup by Lessor; (5) use, hold, sell, lease or otherwise dispose of the Equipment or any item thereof on the site specified on the applicable Agreement or any other location without affecting the obligations of Lessee as provided in the Lease; (6) proceed by appropriate action either in law or in equity to enforce performance by Lessee of the terms of the Lease or to recover damages for the breach hereof; (7) apply the Security Deposit to payment of Lessor's costs, expenses and attorney fees in enforcing the terms of the Lease and to indemnify Lessor against any damages sustained by Lessor (provided, however, nothing herein shall be construed to mean that the recovery of damages by Lessor shall be limited to the amount of the Security Deposit); (8) exercise any and all rights accruing to Lessor under any applicable law upon an Event of Default. In addition, Lessor shall be entitled to recover immediately as damages, and not as a penalty, a sum equal to the aggregate of the following: (i) all unpaid payments as are due and payable for any items of Equipment up to the date of repossession by Lessor; (ii) any expenses paid or incurred by Lessor in connection with the repossession, holding, repair and subsequent sale, lease or other disposition of the Equipment, including attorney's fees and other reasonable costs and expenses; (iii) an amount equal to the excess of (a) all unpaid payments for any item of Equipment repossessed by Lessor from the date thereof to the end of the term of the Lease over (b) the fair market lease value of such item or items of Equipment for such unexpired lease period (provided however, that the fair market lease value shall be deemed to not exceed the proceeds of any sale of the Equipment or lease thereof by Lessor for a period substantially similar to the unexpired lease period); and (iv) the replacement cost of any item of Equipment which Lessee fails to prepare for return to Lessor as provided above or converts or is destroyed, or which Lessor is unable to repossess.

**14. OWNERSHIP AND MARKING OF EQUIPMENT.** Title to the Equipment shall remain with Lessor (or its Principal). Unless otherwise specified in writing by Lessor, no option or other right to purchase the Equipment is granted or implied by the Lease to Lessee or any other person. The Equipment shall remain and be deemed to be personal property of Lessor, whether attached to realty or not, and upon termination of the Lease or the occurrence of an Event of Default, Lessee shall have the duty and Lessor shall have the right to remove the Equipment whether or not affixed to any realty or building without any liability to Lessor for damage to the realty or building caused by the removal of the Equipment. Any replacement, substitutes, accessories or parts, whether placed in or upon the Equipment or not, whether made a component part thereof or not, shall be the property of Lessor and shall be included under the terms of the Lease.

**15. COMPLIANCE WITH LAW.** Lessee assumes all responsibility for any and all licenses, clearances, permits and other certificates as may be required for Lessee's lawful operation, use, possession and occupancy of the Equipment. Lessee agrees to fully comply with all laws, rules, regulations and orders of all local, state and federal governmental authorities which in any way relate to the Equipment. Lessee shall pay the cost of all license and registration fees and renewals thereof.

**16. GOVERNING LAW.** Lessee and Lessor agree that the Lease shall be governed in all respects by, and interpreted in accordance with the



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laws of, the State of California, without regard to its conflicts of laws provisions.

**17. JURISDICTION.**

(a) In any case where the Equipment is located in the State of Maryland or the State of Virginia, it is agreed that the venue for a legal action relating to the Lease shall be proper if brought in Alameda County, State of California. Subject to Section 12, the prevailing party shall be entitled to recover reasonable attorneys' fees and court costs, whether or not the action proceeds to judgment.

(b) In all other cases, the Federal District Courts located within the State of California shall have non-exclusive jurisdiction over any lawsuit brought by Lessee or Lessor as a result of any dispute regarding matters arising in connection with the Lease. Further, it is agreed that the venue for a legal action relating to the Lease shall be proper if brought in Alameda County, State of California. Subject to Section 12, the prevailing party shall be entitled to recover reasonable attorneys' fees and court costs, whether or not the action proceeds to judgment.

**18. MEDIATION; ARBITRATION.** Lessee agrees to abide by Lessor's option (if Lessor shall so choose) to have any claims, disputes, or controversies arising out of or in relation to the performance, interpretation, application, or enforcement of the Lease, including but not limited to breach thereof, referred to mediation before, and as a condition precedent to, the initiation of any adjudicative action or proceeding, including arbitration. If mediation fails to resolve the claims, disputes or controversies between Lessor and Lessee, Lessee agrees to abide by Lessor's option (if Lessor shall so choose) to have the claims, disputes or controversies referred to binding arbitration. The parties hereto acknowledge that the subject matter of the Lease is a matter of interstate commerce.

**19. CREDIT CARD AUTHORIZATION.** Lessee hereby gives authorization to Lessor to charge against credit card provided all amounts billed for this transaction including applicable taxes, shipping and handling charges. For a rental/lease transaction, charges may be recurring and additional billing and charges will occur until such time as all Equipment and respective accessories are returned and the rental is terminated.

**20. HAZARDOUS MATERIALS.** Lessee agrees that no water, paint or chemicals, and no illegal, hazardous, controlled, toxic, explosive, flammable, restricted, contaminated or other dangerous materials, shall be maintained or stored in or on the Equipment.

**21. FEDERAL CONTRACTOR.** As a federal contractor, Lessor's contracts are subject to the provisions of (i) Executive Order 11246, (41 CFR 60-1.4); (ii) section 503 of the Rehabilitation Act of 1973, (41 CFR 60-741.5(a)); and (iii) section 4212 of the Vietnam Era Veterans Readjustment Act of 1974, (41 CFR 60-300.5(a)). **Lessor shall abide by the requirements of 41 CFR 60-741.5(a) and 41 CFR 60-300.5(a). These regulations prohibit discrimination against qualified individuals on the basis of disability, and qualified protected veterans, and require affirmative action by covered prime contractors and subcontractors to employ and advance in employment qualified individuals with disabilities, and qualified protected veterans.**

**22. MISCELLANEOUS.** Time is of the essence of each and every provision of the Lease. Failure of Lessor to enforce any term or condition of the Lease shall not constitute a waiver of subsequent defaults by Lessee, nor shall it, in any manner, affect the rights of Lessor to enforce any of the provisions hereunder. The invalidity or unenforceability of any provision of the Lease shall not affect the validity or enforceability of any other provision.

**23. ENTIRE AGREEMENT.** The Lease constitutes the entire agreement between Lessor and Lessee with respect to the subject matter hereof and, except for the Incorporated Provisions that may be updated by Lessor from time to time in its sole discretion, may not be amended, altered or modified except by a writing signed by both Lessor and Lessee.

Lease Terms and Conditions, Rev. 12/22/15

**SOUTH SAN FRANCISCO UNIFIED SCHOOL DISTRICT**

**MEMORANDUM**

**TO:** Board of Trustees  
**FROM:** Shawnterra Moore, Ed.D., Superintendent  
**THRU:** Michael Krause, Assistant Superintendent – Business Services  
**DATE:** February 11, 2016  
**RE:** Measure J- Parkway Middle School Temp Fencing

---

**BACKGROUND:**

Temporary fencing has to be installed in order to separate the students from the construction. This agreement is for a six month period of time of fence rental until a new schedule of construction can be created.

**FISCAL IMPLICATIONS:**

\$2,212.50, to be paid from Fund 21, Bond Fund.

**RECOMMENDATION:**

Staff recommends that the Board of Trustees approve of this item as presented.



**SOUTH SAN FRANCISCO UNIFIED SCHOOL DISTRICT**

**MEMORANDUM**

**TO:** Board of Trustees  
**FROM:** Shawnterra Moore, Ed.D., Superintendent  
**THRU:** Michael Krause, Assistant Superintendent – Business Services  
**DATE:** February 11, 2016  
**RE:** Measure J-Parkway Middle School Cabinets

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**BACKGROUND:**

Parkway Middle School has a science prep room and an art room. Both need cabinets and both have unique shelving. Cabinets were ordered and delivered. The installer placed the cabinets in the incorrect room and now they need to be swapped out so that each classroom has its intended cabinet and shelving.

**FISCAL IMPLICATIONS:**

\$4,275, to be paid from Fund 21, Bond Fund.

**RECOMMENDATION:**

Staff recommends that the Board of Trustees approve of this item as presented.



## TRIDENT INSTALLATIONS

Proposal: Parkway Heights Middle School

### Building J

Remove 3 ea. tall white shelved cabinets  
Reinstall in building I prep room second floor.

### Building I

Remove 3 tall wood grain shelved cabinets  
Install in building J. In place of previously removed white cabinets.

Relocated cabinets will not have plastic laminate sides

We will do our best to fill all holes from the original install; however, we cannot guarantee every hole can be patched. We cannot guarantee the patch fill will be an exact match but we will do our best to match the hole fill.

Bid proposal: \$4275.00

Payment: Net 30 days from Invoice.

**SOUTH SAN FRANCISCO UNIFIED SCHOOL DISTRICT**

**MEMORANDUM**

**TO:** Board of Trustees  
**FROM:** Shawnterra Moore, Ed.D., Superintendent  
**THRU:** Michael Krause, Assistant Superintendent – Business Services  
**DATE:** February 11, 2016  
**RE:** Measure J Program-QKA Grading Permit Fee

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**BACKGROUND:**

Buri Buri Elementary School has a large quantity of dirt that needs to be moved around. The City of South San Francisco required the District to pull a City Permit for grading. The permit fee from the city was \$360.00. However, the work that had to go into preparing the permit documents was extensive and required work above and beyond the scope of the site architect, QKA. The architect of record for the site work, QKA was required to conduct several days' worth of work in order to satisfy the requirements of the permit. The price reflects that extra work.

**FISCAL IMPLICATIONS:**

\$7,600, to be paid from Fund 21, Bond Fund.

**RECOMMENDATION:**

Staff recommends that the Board of Trustees approve of this item as presented.



QUATTROCCHI KWOK  
ARCHITECTS

January 18, 2016

Michael Krause  
Assistant Superintendent  
South San Francisco Unified School District  
398 B Street  
South San Francisco, CA 94080

RE: Additional Architectural Services – City of South San Francisco Grading Permit

Dear Michael,

This fee adjustment request is in regard to provision of documentation to allow the District to obtain a grading permit from the City of South San Francisco. The request from the City is unusual and not necessary by regulation, and therefore was outside our contracted scope of services and would require additional work. As asked, we agreed to provide these services as quickly as possible.

The City requested hydraulic calculations substantiating the storm drainage system under construction. During the design process an analysis was performed for the drainage system and detention structures to address fully built system as well performance during construction. As the design developed and construction modifications occurred, modification to the original calculations were not updated to reflect those refinements, as none of them were deemed to have a material impact on the system. However, the grading permit requires the analysis to address the updated system. Revisions to the hydraulic calculations to match the current drainage and detention systems, and provision of a narrative and updated plans were prepared and provided to the District for submittal a few weeks ago.

We are respectfully requesting a fee increase of seven thousand six hundred dollars (\$7,600) for these services, significantly of our civil engineering consultant. This proposal presumes that no further services will be required to address the City's needs.

636 Fifth St.  
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P: 707.576.0829  
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A California Corporation

February 11, 2016

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