

**STATE OF CALIFORNIA  
CALIFORNIA NATURAL RESOURCES AGENCY  
DEPARTMENT OF WATER RESOURCES  
DIVISION OF ENGINEERING**



**CONSTRUCTION MANAGER/GENERAL CONTRACTOR  
REQUEST FOR QUALIFICATIONS**

**SAN JOAQUIN FIELD DIVISION  
FIRE SAFETY MODERNIZATION PROJECT  
LOST HILLS, TAFT, BAKERSFIELD, AND CASTAIC, CALIFORNIA**

**DATE OF ISSUANCE: DECEMBER 15, 2023  
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### Appendix A: Forms

- Form A Transmittal Letter
- Form B Submitter SOQ Certification
- Form C Proposed Key Personnel Information
- Form D Project Descriptions
- Form E Non-Disclosure Agreement
- Form F-1 Preconstruction Services Price Proposal and Instructions
- Form F-2 Rate Sheets
- Form G Featured Project Experience Matrix

### Appendix B: Organizational Conflict of Interest Policy for Construction Manager/General Contractor Project Delivery

- Appendix B, Attachment 1: Disclosure of Potential Organizational Conflict of Interest Statement (Disclosure Statement)

### Appendix C: Construction Manager Profile Questionnaire and Certification

- Appendix C, Attachment 1: Key Participant Profile Questionnaire

### Appendix D: Submitter's Agreement and Certification

### Appendix E: Preliminary Preconstruction Services Scope of Work

### Other Data Available for Download at Cosmos (<https://cosmos.water.ca.gov>)

1. Preconstruction Services Form of Contract
2. Preconstruction Services Contract, Appendix A, Form F-1 Preconstruction Services Price Proposal and Instructions (Excel) and Form F-2 Rate Sheets
3. Construction Contract General Conditions
4. Collaborative Partnering Program Field Guide for Construction Projects, California Department of Water Resources, April 2020
5. SOQ Initial Responsiveness Review Checklist
6. Buena Vista Pumping Plant
  - a. Buena Vista PP - 30 Percent Site and Egress Plans.pdf
  - b. Buena Vista PP - Key Modifications 06.13.22.xlsx
7. Teerink Pumping Plant
  - a. Teerink PP - 30 Percent Site and Egress Plans.pdf
  - b. Teerink PP - Key Modifications 6.13.22.xlsx
8. SJFD OM Center
  - a. SJFD OM Center - 30 Percent Site and Egress Plans.pdf
  - b. SJFD OM Center - Key Modifications 10.12.22.xlsx
9. Lost Hills OM Subcenter
  - a. Lost Hills OM Subcenter - 30 Percent Site and Egress Plans.pdf
  - b. Lost Hills OM Subcenter - Key Modifications 09.12.22.xlsx

10. Chrisman Pumping Plant
  - a. Chrisman PP - 30 Percent Site and Egress Plans.pdf
  - b. Chrisman PP - Key Modifications 09.13.22.xlsx
11. Edmonston Pumping Plant
  - a. Edmonston PP - 30 Percent Site and Egress Plans.pdf
  - b. Edmonston PP - Key Modifications.xlsx
12. Castaic OM Subcenter
  - a. Castaic OM Subcenter - Admin Floor Plan and HVAC As-Builts.pdf
13. General Facility Summaries
  - a. Lead and Asbestos Summary.xlsx
  - b. SJFD Fire Safety Modernization Building Analysis.xlsx

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# 1 OVERVIEW AND BACKGROUND

## 1.1 Introduction

The Department of Water Resources (Department) is issuing this Request for Qualifications (RFQ) to obtain Statements of Qualifications (SOQ) from Submitters qualified to serve as a Construction Manager/General Contractor (Construction Manager) for the San Joaquin Field Division (SJFD) Fire Safety Modernization Project (Project). The Project purpose is to modernize, by refurbishment of multiple facilities, the life safety and fire protection systems at six (6) SJFD facilities and one (1) Southern Field Division (SFD) facility.

Submitters interested in providing Construction Manager/General Contractor (CMGC) services will partner with the Department on this Project. The Project will be executed in two phases that will overlap:

- **Phase 1: Preconstruction.** During this phase, the selected Construction Manager will provide input on the schedule, phasing, constructability, cost and estimates, value engineering, and plan review in parallel with design by the Department. The Construction Manager may also provide on-site services including x-ray scanning to locate embedded piping/conduits, heating, ventilation, and air conditioning (HVAC) flow testing and locating existing ducting, lead surveying and abatement, asbestos surveying, and fire stopping survey. The Construction Manager may also perform water flow and water quality testing. For this Project, Phase 1 will also include assessing existing conditions at buildings included in the Project to better understand the nature and amount of construction work required. The Construction Manager will also prepare one or more Guaranteed Maximum Price (GMP) Proposal(s) (proposed pricing, schedule, and approach) for construction and will subsequently enter into negotiations with the Department for one or more Construction Contract(s).
- **Phase 2: Construction.** Assuming the Department and the Construction Manager successfully reach agreement on the GMP Proposal(s), as modified through negotiations, and execute the Construction Contract(s) for the Work, the Construction Manager will proceed with construction. Preliminary planning for this Project calls for construction to occur in seven (7) distinct phases, via seven (7) separate Construction Contract authorizations:
  - Phase 2A: Buena Vista Pumping Plant
  - Phase 2B: John R. Teerink Wheeler Ridge Pumping Plant (Teerink Pumping Plant)
  - Phase 2C: SJFD Operations and Maintenance (O&M) Center
  - Phase 2D: Lost Hills O&M Subcenter
  - Phase 2E: Ira J. Chrisman Wind Gap Pumping Plant (Chrisman Pumping Plant)
  - Phase 2F: A. D. Edmonston Pumping Plant (Edmonston Pumping Plant)
  - Phase 2G: Castaic O&M Subcenter

The Department intends to engage an Independent Cost Estimator (ICE) to support the Department’s review of cost estimates, schedules, risk assessments, and GMP proposal(s) prepared by the Construction Manager. In the event the Department and Construction Manager are unable to reach agreement on any GMP Proposal, the Department in its sole discretion, reserves the right to end the Construction Manager’s participation in the Project as provided in the Preconstruction Services Contract. In that event, the Department may proceed to advertise the Project for construction, and the Construction Manager will be ineligible to bid.

**1.2 Department Statutory Authority**

The California Legislature authorized the Department in Public Contract Code (PCC) Sections 10112-10112.10 to employ the CMGC Delivery Method as specified for public works necessary for the construction, maintenance, or operation of elements of State Water Facilities, as defined in Section 12934 of the Water Code.

**1.3 Definitions**

The following terms are used in this document and are defined as shown below:

<b>Table 1-1. Defined Terms</b>	
<b>Term</b>	<b>Definition</b>
<b>Addendum/Addenda</b>	Supplemental additions, deletions, and modifications to the provisions of the RFQ issued after the release of the RFQ.
<b>Agreed Price</b>	The compensation payable to the Construction Manager in performance of the construction of the Project, or portions of the Project construction, as specified in the Construction Contract documents. The Agreed Price, may be in the form of a guaranteed maximum price, or fixed price at the sole discretion of the Department.
<b>Business Day(s)</b>	Day that the Department is officially open for business.
<b>CMGC Program</b>	The Department’s CMGC program codified in California PCC Section 10112 et seq.
<b>Construction Contract(s)</b>	The written agreement(s) between the Department and the Construction Manager setting forth the obligations of the parties with respect to the construction of the Project, including the performance of the construction Work, the furnishing of labor, equipment, and materials, and the basis of payment.
<b>Construction Manager</b>	Entity that supports the Department with construction planning and other preconstruction activities during design and, if a GMP Proposal is agreed to with the Department and a Construction Contract is issued, as the general contractor during the construction phase. The Construction Manager means a partnership, corporation, or other legal entity that is a licensed contractor pursuant to PCC Section 10112.1(a) that is able to provide appropriately licensed contracting and engineering services as needed.

<b>Table 1-1. Defined Terms</b>	
<b>Term</b>	<b>Definition</b>
<b>Construction Manager/General Contractor Delivery Method</b>	A project delivery method where the Construction Manager is procured to initially provide preconstruction services during design and ultimately construction provided that a Construction Contract(s) between the Department and the Construction Manager is successfully negotiated and executed. The execution of the preconstruction and the construction of the Project may be in sequential phases or concurrent phases.
<b>Department</b>	California Department of Water Resources
<b>Designated Contact</b>	The Department’s sole contact person and addressee for receiving all communications about the Project during the RFQ procurement process as set forth in RFQ Section 4.4.
<b>Experience Modification Rate</b>	The rate used by the Department to determine an acceptable safety record pursuant to Public Contract Code Section 10112.3(a)(1)(L).
<b>Evaluation Team</b>	Committees that will assist the Department in reviewing and assessing individual SOQs using the criteria set forth in this RFQ.
<b>Guaranteed Maximum Price (GMP) Proposal</b>	A proposal, prepared by the Construction Manager, for construction of the Project or any portion thereof. The GMP Proposal shall include pricing for all labor, equipment, materials and Subcontracts that will be required to complete the specified construction Work in accordance with the plans and specifications., as well as the schedule, scope clarifications, and related construction plans as needed.
<b>Independent Cost Estimator</b>	A third-party contractor that provides independent construction cost estimating services of the Construction Managers cost estimates prepared during Phase 1, Preconstruction, at designated project design milestones.
<b>Interested Parties</b>	A person or entity with an interest or concern in the Project.
<b>Key Participants</b>	Participants (firms) fulfilling key roles for a specialized expertise identified in the RFQ for the successful delivery of the Project. Key Participants may include any specialty Subcontractors, Subconsultants, vendors, or other participants and associations that will be dedicated participants and procured as part of the Construction Manager’s team.
<b>Key Personnel</b>	Qualified personnel (individuals) identified by the Submitter to fulfill key positions who have demonstrated experience, expertise, and a record of producing quality Work on projects of a similar nature to the Project. Required Key Personnel to be identified in SOQs are identified in Table 5-1 (RFQ Section 5.4). (see requirements for SOQ Attachment 1 – Key Personnel Information.)

<b>Table 1-1. Defined Terms</b>	
<b>Term</b>	<b>Definition</b>
<b>Preconstruction Services Contract</b>	The written agreement between the Department and the Construction Manager setting forth the obligations of the parties with respect to the performance of certain preconstruction services during design to assist the Department to design a more constructible Project. A Preliminary Preconstruction Services Scope of Work for this Project is included in Appendix E to this RFQ. Following any modifications resulting from negotiations, the scope will become an attachment to the negotiated Preconstruction Services Contract.
<b>Preconstruction Services Price Proposal</b>	The all-inclusive billing rates and not-to-exceed amount proposed by the top-ranked Submitters (those invited to interviews) for performance of preconstruction services as indicated on Form F-1 and Form F-2.
<b>Project</b>	The SJFD Fire Safety Modernization Project as described in Section 2.
<b>Request for Qualifications</b>	This written solicitation issued by the Department to solicit Statements of Qualifications to provide Construction Manager services to the Department for the Project.
<b>State</b>	The State of California, including its elected officials, employees, and its authorized representatives, and each department and agency.
<b>Statement of Qualifications</b>	The information prepared and submitted by a Submitter in response to this RFQ.
<b>Subcontract</b>	Any subcontract to perform any part of the services or provide any materials, equipment, or supplies for any part of the services between Construction Manager and a Subcontractor or Subconsultant, or between any Subcontractor or Subconsultant and its lower tier Subcontractor or Subconsultant, at any tier.
<b>Subcontractor or Subconsultant</b>	Any person with whom the Construction Manager has entered into any Subcontract and any other person with whom any Subcontractor or Subconsultant has further subcontracted any part of the Work, at any tier. There is no direct contractual relationship between the Department and the Construction Manager's Subconsultants or Subcontractors.
<b>Submitter</b>	The entity, comprised of a sole proprietorship, firm, partnership, professional corporation, corporation, joint venture, combination thereof, or other legal entity however organized, submitting an SOQ for the Project, and that, if successful, will enter into the Preconstruction Services Contract with the Department, and if a GMP Proposal(s) is successfully negotiated, will enter into Construction Contract(s) with the Department.
<b>Submitter Representative</b>	The contact person for the Construction Manager identified in the Statement of Qualifications submitted in response to the RFQ.
<b>Work</b>	Everything required to fulfill the Construction Manger's obligations under the Preconstruction Services Contract and Construction Contract(s) (as applicable) to the satisfaction of the Department.

#### 1.4 Abbreviations and Acronyms

The following abbreviations are used in this document and are defined as shown below:

CEQA	California Environmental Quality Act
cfs	cubic feet per second
CIH	Certified Industrial Hygienist
CMGC	Construction Manager/General Contractor
CO2	carbon dioxide
COI	Conflict of Interest
Department	Department of Water Resources
DVBE	Disabled Veteran Business Enterprise
DSA	Division of the State Architect
DWR	California Department of Water Resources
ERRC	Emergency Radion Responder Coverate
GMP	Guaranteed Maximum Price
HVAC	Heating, Ventilation, and Air Conditioning
ICE	Independent Cost Estimator
MB	Micro Business
OSFM	Office of the State Fire Marshal
O&M	Operations and Maintenance
PCC	Public Contract Code
PPE	Personal Protective Equipment
Project	Fire Safety Modernization Project
QA/QC	Quality Assurance/Quality Control
RFQ	Request for Qualifications
SB	Small Business
SF	square feet
SJFD	San Joaquin Field Division
SFD	Southern Field Division
SOQ	Statement of Qualifications
SWP	State Water Project
SWPPP	Stormwater Pollution Prevention Plan
UPS	Uninterruptable Power Supply
USB	universal serial bus

### **1.5 Information Available on Cosmos**

The Department has established a secure server (Cosmos) for the distribution of RFQ documents and Addenda and, as applicable, other background documents for the Project. Documents may also be posted, at the Department's discretion, on the Cal eProcure website. Access to Cosmos will be permitted on approximately the date set out in Table 4-1 Procurement Schedule (RFQ Section 4.3). The Department may add, delete, or amend documents on Cosmos at any time. Each Submitter is solely responsible to ensure that it has the appropriate software which allows the Submitter to view and download the materials from Cosmos. Access to Cosmos will enable the Submitter to receive notifications of any updates or new documents uploaded to Cosmos; however, each Submitter is solely responsible for checking Cosmos frequently for the addition, deletion, or amendment of the materials.

Access to Cosmos is obtained by executing the Non-Disclosure Agreement (RFQ Attachment A, Form E) and emailing it to the Department's Designated Contact (RFQ Section 4.4):

[DWR-CDP@water.ca.gov](mailto:DWR-CDP@water.ca.gov)

### **1.6 Non-Disclosure Requirement**

The Submitter may be given access to information, which is confidential under State or federal laws or is otherwise designated by the Department as confidential. Confidential information may include, but is not limited to, financial, statistical, personal, technical, structural, and other information relating to the facilities and operations of the Department. If such confidential information is provided to the Submitter, the Submitter shall solely use it for the purpose of developing its SOQ and for performing the required services under the Preconstruction Services Contract.

The Submitter and each of its employees, agents, contractors, Subconsultants, and Subcontractors shall be required to sign a non-disclosure agreement, prior to its receipt of such information. Confidential information will not be disclosed or used except as specifically provided in the non-disclosure agreement. An improper disclosure of information may result in the disqualification of the Submitter and the Department pursuing legal remedies. A copy of the non-disclosure agreement is included in RFQ Appendix A, Form E.

## **2 PROJECT INFORMATION**

### **2.1 Objectives**

#### **2.1.1 Project Objectives**

The Department is implementing the Project to modernize and update means of egress for life safety; fire detection, signaling, and emergency communication systems; emergency lighting; fire suppression systems; and HVAC systems, at seven (7) facilities within the SJFD and SFD. The Project objectives include modernize SWP facilities to meet the intent of current codes and design standards to ensure the safety of

persons and minimize the risk of a significant fire event. Following are the Department of Water Resources (DWR) four major goals for fire systems modernization:

- Life Safety – protecting persons and providing suitable means of egress during a fire. DWR has ranked life safety as the most important goal.
  - Egress and Safe Path of Travel for plant personnel.
  - Fire Separation.
  - Mechanical HVAC and Piping Systems.
  - Light and Power.
  - Fire Alarm Systems.
  - First Responders Emergency Response Radio and Communication Systems.
- Property Protection – protecting the physical building and its contents.
  - Clean Agent fire Suppression Systems.
  - Carbon Dioxide Fire Suppression Systems.
  - Water based Fire Suppression Systems and firefighting water delivery.
- Business Interruption – minimizing the period of time necessary to restore DWR’s capacity to deliver water after a fire in an SWP facility.
  - Achieve modernization at these facilities on an accelerated schedule to improve schedule for other division's similar projects.
  - Minimal business interruption to the delivery of water.
- Environmental – minimizing the potential environmental threats resulting from the discharge of water-based fire suppression systems into waterways and developed recommendations to reduce the impacts of an oil-and-water spill threat to waterways.
  - Containment, selection of systems, equipment, materials, and construction methods to minimize environmental impacts.

### **2.1.2 Procurement and Delivery Objectives**

The Department has elected to implement this Project using a CMGC Delivery Method to meet the following objectives:

- Provide opportunities for the Construction Manager to have input to the design process and to advise the Department on issues related to constructability.
- Provide opportunities for the Construction Manager to provide input to construction execution approaches.

- To allow the Department to select a Construction Manager with the specialized construction experience and qualifications required to complete the project.
- Provide a smooth transition from design (preconstruction) to construction with one unified team.
- To minimize/eliminate the need for Requests for Information, unforeseen conditions, and change orders.

## 2.2 General Project Description

On Thanksgiving Day, November 22, 2012, the Department's Ronald B. Robie Thermalito Pumping-Generating Plant (Thermalito) experienced a catastrophic fire that likely began with an electrical fault and spread upward into the control room on the next elevation. Although responders attempted to extinguish the fire, it burned out of control for several hours, resulting in considerable damage to the plant.

The fire at Thermalito cost DWR more than \$240 million in cleanup, recovery, and restoration. The fire did not result in loss of life or serious injury to either Department staff or first responders. It did, however, highlight life safety risks to DWR staff and responding firefighters that are typical throughout the State Water Project.

Immediately after the fire, the Department initiated an assessment of the life safety and fire protection systems at all State Water Project (SWP) hydrogenating and pumping plants in addition to select support facilities. This assessment triggered a system-wide rehabilitation of life safety systems, fire detection and suppression systems, HVAC systems, emergency response communications, and other critical systems to ensure all the facilities meet the intent of current codes and standards. The Department's review and assessment identified a need to modernize systems at seven (7) facilities under this Project:

- SJFD O&M Center
- Lost Hills O&M Subcenter
- Chrisman Pumping Plant
- Edmonston Pumping Plant
- Teerink Pumping Plant
- Buena Vista Pumping Plant
- Castaic O&M Subcenter

The Project's purpose is to minimize risks to life safety, protect property, prevent interruptions to SWP operations, and to avoid the impacts to the environment that result from fires. The primary improvements to be implemented at the facilities include:

- Improve means of egress and fire separation critical for life safety
- Improve emergency lighting and exit signage along the main egress paths
- Upgrade/repair fire doors



- Add new fire detection, suppression, and associated fire alarm systems
- Upgrade motor housing carbon dioxide (CO<sub>2</sub>) systems, replace CO<sub>2</sub> in oil rooms with high pressure water mist, add clean agent suppression in designated rooms and electrical cabinets, upgrade transformer deluge systems, and refurbish sprinklers where existing sprinkler protection is provided in select areas
- Add/upgrade fire hydrants and add standpipes
- Add fans and dampers, add/modify ducting, add stairwell positive pressurization from HVAC system
- Add panelboards, uninterruptible power supply (UPS), and circuits to power new equipment in accordance with applicable codes and standards
- X-ray scanning for locating reinforcing steel and existing utilities
- Core drilling to provide utility penetration
- Add firestopping to new and existing penetrations
- Add emergency communication systems
- Upgrade emergency eye wash and shower stations
- Asbestos and lead abatement
- Construct proposed masonry walls.
- Construct infills through wall floors and ceiling.
- Construct seismic bracing and support for existing and proposed pipes.
- Construct supporting brackets for storage of compressed gas cylinders.

### **2.3 Locations and Site Descriptions**

Construction of the Project will take place at six (6) separate facilities within the SJFD and one (1) facility within the SFD.

The San Joaquin Field Division is responsible for a 123-mile stretch of the California Aqueduct, including four pumping plants and the Coastal Branch and its facilities. Along the main line of the California Aqueduct, the field division maintains and operates four pumping plants: Buena Vista, Teerink, Chrisman, and Edmonston. The Edmonston Pumping Plant lifts water nearly 2,000 feet up the Tehachapi Mountains to a surge tank (marking the end of the field division) before the water continues south through the mountain and into the Southern Field Division.

The Southern Field Division assumes responsibility as water enters the Tehachapi Tunnels to cross the mountain range and then descends to the Tehachapi Afterbay. The California Aqueduct then splits into

the West Branch and East Branch as it travels into the Southern California region. This section of the SWP serves three of California's largest counties - Los Angeles, Riverside, and San Bernardino.

See Figure 2-1 for a location map showing the locations of the six (6) SJFD facilities included in the Project.



Figure 2-1: SJFD Program Location Map

See Figure 2-2 for a location map showing the location of the SFD facility that is included in the Project.



Figure 2-2: SFD Program Location Map

### 2.3.1 SJFD O&M Center

This SJFD O&M Center (Figure 2-3 below) is comprised of eight (8) buildings that include, but are not limited to: administration offices, maintenance office and shop areas, training, material warehouse, and mobile equipment repair. They range in size from approximately 4,900 square feet (SF) – 27,000 SF and were built in the 1960s. The buildings are primarily constructed with block exterior walls with drywall and metal frame interior partition walls.



Figure 2-3: SJFD O&M Center

### 2.3.2 Lost Hills O&M Subcenter

The Lost Hills O&M Subcenter (Figure 2-4 below) is comprised of six (6) buildings that include, but are not limited to: administration offices, material warehouse, equipment storage, vehicle storage, facility water treatment, and mobile equipment repair. They range in size from approximately 2,700 SF – 5,300 SF and were built in the late 1960's. The buildings are primarily constructed with block exterior walls with drywall and metal frame interior partition walls.



Figure 2-4: Lost Hills O&M Subcenter

### 2.3.3 Chrisman Pumping Plant

The Ira J. Chrisman Wind Gap Pumping Plant (Figure 2-5 below) is located about 24 miles south of Bakersfield, California. Chrisman operates in series with the Buena Vista, Teerink, and Edmonston Pumping Plants to convey California Aqueduct water across the Tehachapi Mountains into Southern California. Chrisman lifts water from the open channel downstream of Teerink, at approximately elevation 725, to the aqueduct serving Edmonston, at approximately elevation 1243.

A mostly underground pumping facility, Chrisman was constructed from 1966 to 1973 and has nine pumping units with a total design flow of 4,400 cubic feet per second (cfs). Chrisman is a five-level facility and is approximately 74,000 SF. It has a reinforced-concrete substructure and structural-steel superstructure.



Figure 2-5: Chrisman Pumping Plant Location Map

### 2.3.4 Edmonston Pumping Plant

The A. D. Edmonston Pumping Plant (Figure 2-6 below) is located in Kern County about 30 miles south of Bakersfield, California. Edmonston operates in conjunction with Buena Vista, Teerink, and Chrisman pumping plants. The plant draws water from the California Aqueduct and lifts water 1,926 feet to cross the Tehachapi Mountains in a series of tunnels and inverted siphons to convey into Southern California. Edmonston is the highest lift pumping plant in the State Water Project and in the United States.

Completed in 1974, the plant has fourteen pumping units and two motor-generator sets used for pump starts. Edmonston is mostly an underground pumping facility divided into a West Wing and an East Wing, with the control room, maintenance lay down area (service bays), and former visitors' facilities located in a center spine between the two wings. Edmonston is a six-level facility (one level above ground and five levels below ground) and is approximately 222,000 SF. It has a reinforced-concrete substructure and structural-steel superstructure.



Figure 2-6: Edmonston Pumping Plant

### 2.3.5 Teerink Pumping Plant

Teerink Pumping Plant (Figure 2-7 below) was constructed between 1967 and 1972, and is located on the California Aqueduct about 27 miles downstream from Buena Vista Pumping Plant and 2 miles upstream from the Chrisman Pumping Plant. Teerink operates in series with the Buena Vista, Chrisman, and Edmonston pumping plants to convey California Aqueduct water across the Tehachapi Mountains into Southern California. The plant has nine pumping units with a total design flow of 5,130 cfs and provides the second lift from elevation 492 to 724.5 feet and furnishes water for a turnout in the reach of the aqueduct that leads to Chrisman Pumping Plant. This plant is a four-level facility (one level above ground and three levels below ground) and approximately 76,000 SF. It has a reinforced-concrete substructure and structural-steel superstructure.

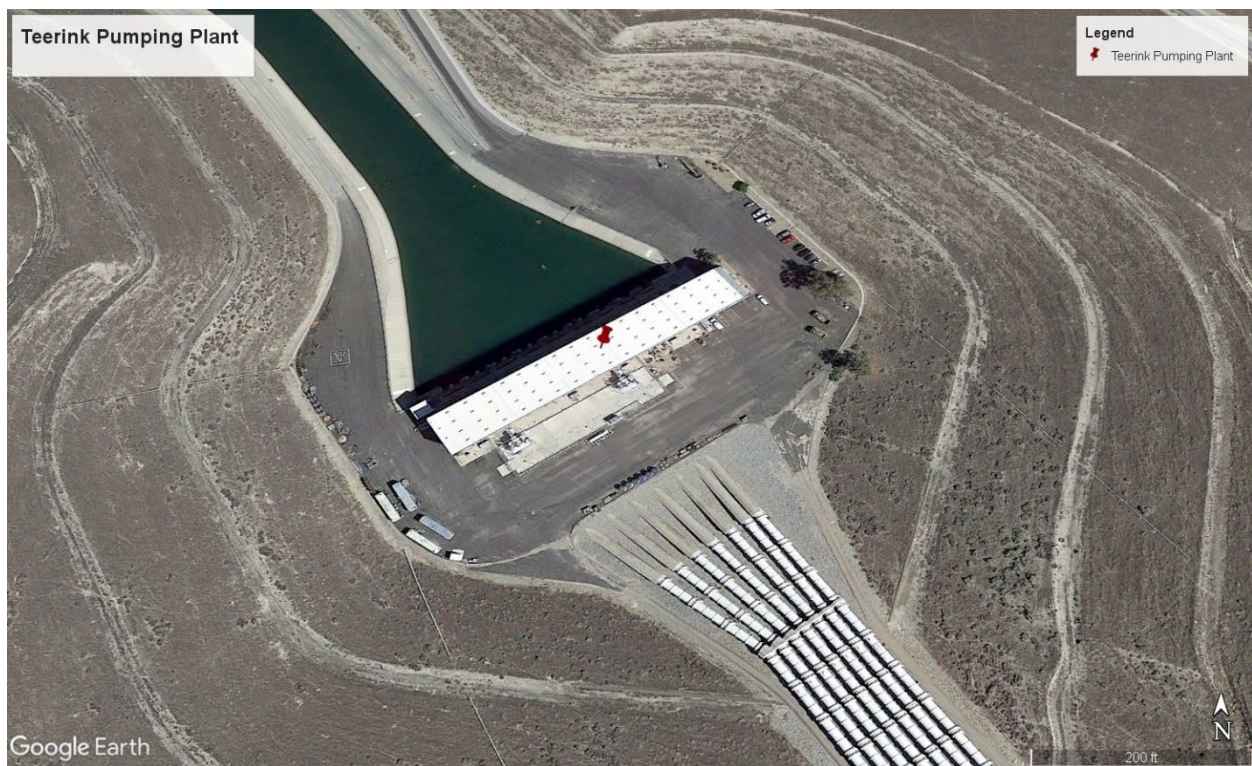


Figure 2-7: Teerink Pumping Plant



### 2.3.6 Buena Vista Pumping Plant

The Buena Vista Pumping Plant (Figure 2-8 below) was constructed between 1967 to 1972 and is located on the California Aqueduct about 24 miles southwest of Bakersfield in Kern County. The plant operates in a series of sequential lifts in southern San Joaquin Valley with Chrisman, Edmonston, and Teerink Pumping Plants to convey California Aqueduct water to and across the Tehachapi Mountains. The Buena Vista Pumping Plant provides the first lift from an elevation of 295.4 to 500.6 feet. The plant also furnishes water for the turnouts in the reach of aqueduct between itself and Teerink. Buena Vista is a four-level facility (one level above ground and three levels below ground) and approximately 80,000 SF. It has a reinforced-concrete substructure and structural-steel superstructure.

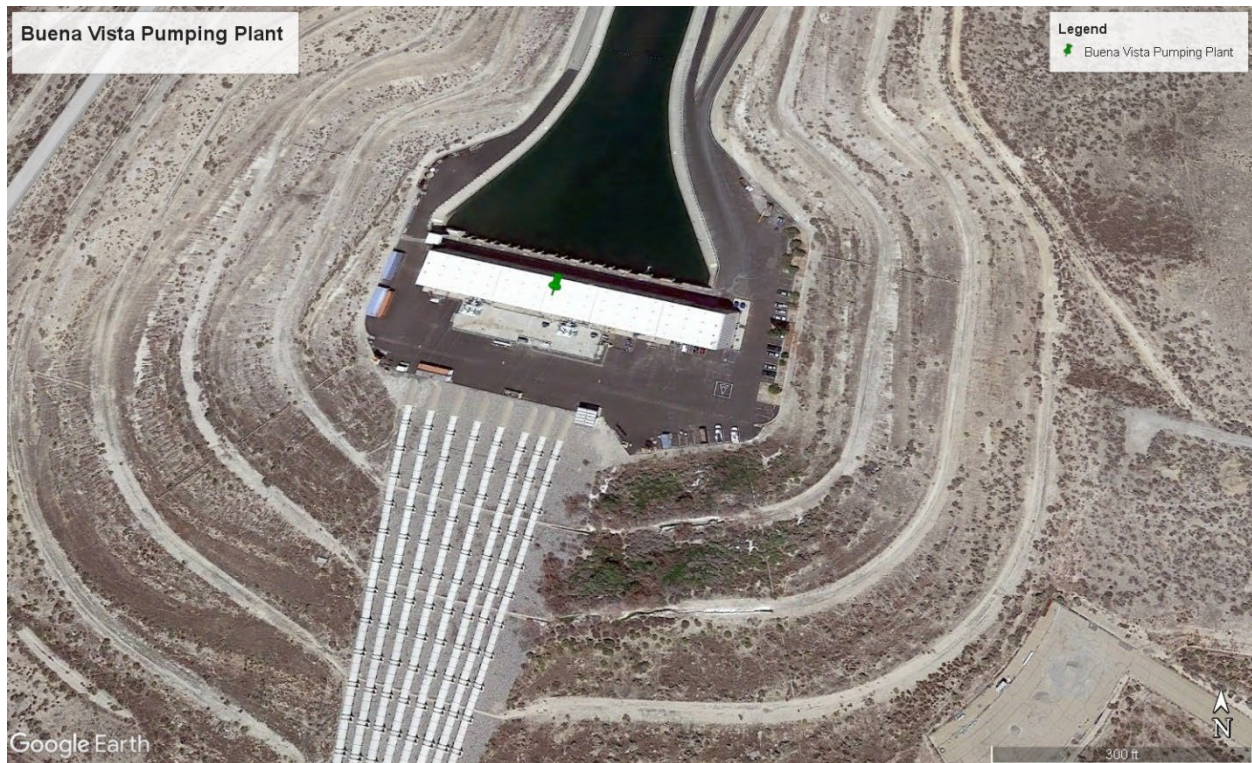


Figure 2-8: Buena Vista Pumping Plant

### 2.3.7 Castaic O&M Subcenter

The Castaic O&M Subcenter (Figure 2-9 below) is a multi-building facility; however, this project is focusing on the administration office Building only. It is approximately 14,000 SF and was built in 1967. The building was originally constructed with block exterior walls with drywall and metal frame interior partition walls.

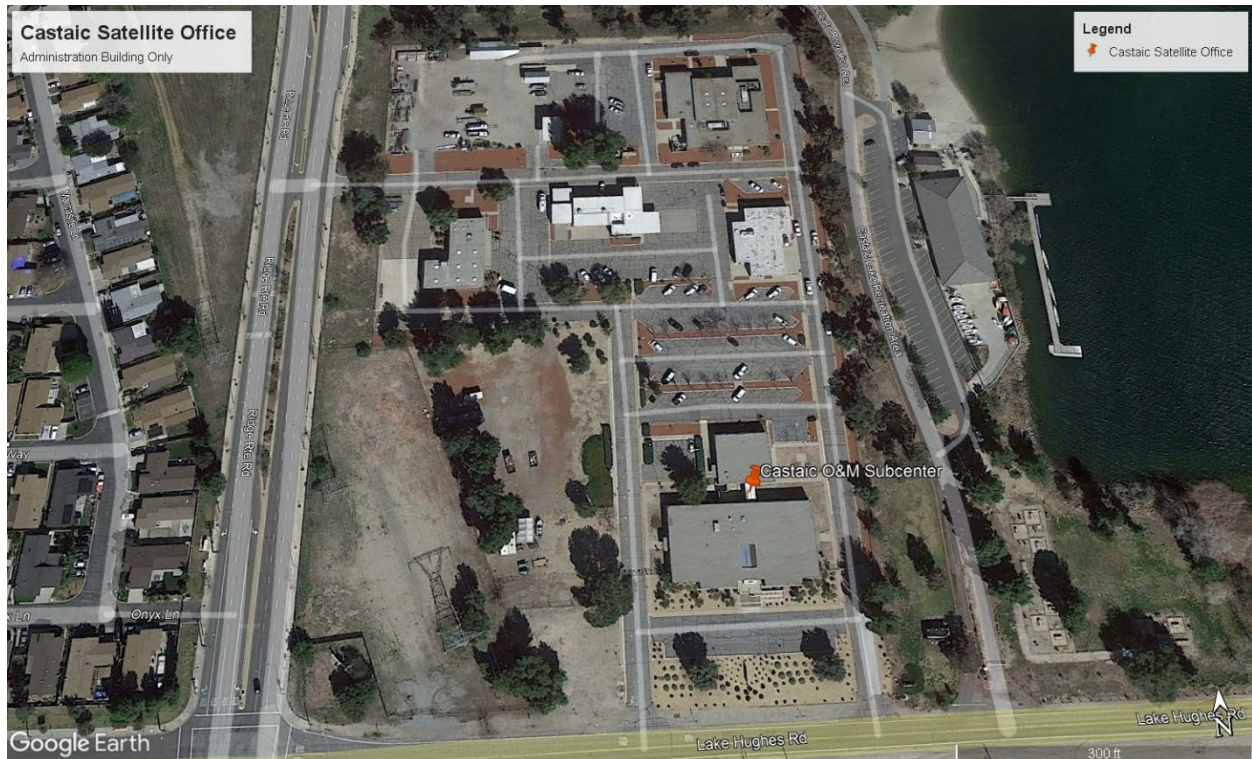


Figure 2-9: Castaic O&M Subcenter

### 2.4 Preliminary Design

Preliminary design work has been initiated for six of the seven facilities covered by the Project. Table 2-1 below indicates the estimated timing of the 60% design milestone for each facility.

It is the Department's intention to have the Construction Manager under contract either before 60% or shortly after the 60% design work is initiated for each facility. A cross reference to applicable facility information is also provided.

<b>Table 2-1. Estimated Timing of 60% Design Milestones for Each Facility</b>			
<b>Construction Phase</b>	<b>Facility</b>	<b>Approximate Timing of 60% Design</b>	<b>Documents applicable to Facility</b>
2A	Buena Vista Pumping Plant	Begin September 2023 to March 2024	See Cosmos folder numbers 6 and 13
2B	Teerink Pumping Plant	Begin September 2023 to March 2024	See Cosmos folder numbers 7 and 13
2C	SJFD O&M Center	Begin October 2023 to April 2024	See Cosmos folder numbers 8 and 13
2D	Lost Hills O&M Subcenter	Begin October 2023 to April 2024	See Cosmos folder numbers 9 and 13
2E	Chrisman Pumping Plant	Begin November 2023 to June 2024	See Cosmos folder numbers 10 and 13
2F	Edmonston Pumping Plant	Begin January 2024 to November 2024	See Cosmos folder numbers 11 and 13
2G	Castaic O&M Subcenter <sup>1</sup>	Begin August 2024 to April 2025	See Cosmos folder numbers 12 and 13

1. Preliminary design has not yet initiated for the Castaic O&M Subcenter.

## 2.5 Permitting Conditions and Constraints

Construction activities will be subject to several state and federal laws and permit conditions. The following are general constraints for construction activities:

- Any work that limits or makes a pumping unit unavailable for State Water Project operations requires an outage. Outage requests shall be submitted to SJFD days prior to the desired start date.
- Work on any Pumping Plant Main Unit, Edmonston Pumping Plant Motor Generator Set, or transformer fire suppression equipment will be limited such that it makes no more than two pumping units (a combination of pumping units for a total of two, or two of the same type of pumping unit (except Motor Generator Set, see below)) unavailable at any one time, with the duration of the outage to be determined at the time of the request.
- There are two Motor Generator Sets at Edmonston Pumping Plant, no more than one may be scheduled out of service at one time with the duration of the outage to be determined at the time of the request.
- Buena Vista and Teerink Pumping Plants are configured with two main transformers that serve the plant pumping units with each transformer supporting approximately half of the total plant

capacity. No more than one may be scheduled out of service at one time with the duration of the outage to be determined at the time of the request.

- Work in the communications rooms at either the SJFD O&M Center or the Lost Hills O&M Subcenter will require 30 days advanced notice to provide for an alternate power source (to be provided by the Construction Manager) to feed vital communication equipment and provide time for electrical isolation of those spaces necessary to perform intended work.
- Under this project, Department staff will be complying with Department's internal safe clearances, hot line orders, special conditions, and general switching requirements as specified in Project O&M Instruction No. OP-2.
  - For this project, the Construction Manager is required to be trained by Department staff and participate in OP-2 procedures as it relates to operations associated with contractors. Any contractor doing work near or on Department property will need to work under the oversight of an authorized Department representative trained in OP-2 procedures.
  - The Department will issue a construction permit to the Construction Manager's representative. The construction permit assures the Construction Manager that no person is authorized to remove the Lockout and Tagout protection or operate specified equipment while the construction permit is in place. The Construction Manager will need to cooperate in this process before construction work can begin.
  - Under OP-2, the Department and the Construction Manager will meet to discuss the Department's Safe Clearance Procedure and other operations associated with State Water Project System to aid in accomplishing the contract work with maximum safety to personnel and equipment and with minimum chance of error. After Department and the Construction Manager fully understand the system and equipment, Department and the Contactor will develop the safe clearance as a joint effort before beginning work. The Construction Manager may designate lead personnel that are fully trained in OP-2 requirements to train new personnel added as work progresses.
- Additional requirements or conditions may be imposed as required by California Environmental Quality Act (CEQA), California Office of the State Fire Marshal (OSFM), and Division of the State Architect (DSA).
- The Department is completing the CEQA process for this Project and is anticipating obtaining a Notice of Exemption for each facility. However, the Department Environmental group will provide written requirements and/or conditions for the work, if any, once they are determined.

## **2.6 Budget and Funding**

The estimated cost of construction of this Project (in 2023 U.S. dollars) is \$180,000,000 - \$220,000,000. The Project is entirely funded by the State Water Project. Submitters are obligated to demonstrate

bonding capacity in accordance with Table 5-1 (RFQ Section 5.4), see requirements for SOQ Attachment 4.2 –Construction Manager Profile Questionnaire and Certification).

## 2.7 Project Schedule

The preliminary Project schedule is summarized in Table 2-2 below. All dates are subject to change at the sole discretion of the Department.

Table 2-2 Preliminary Project Schedule	
Milestone	Date
<b>General Constraints</b>	
Nesting Bird Season (may impact outdoor work)	February 1 to August 15
Species issues related to burrowing (may impact outdoor work)	Year round
<b>Project Schedule <sup>1</sup></b>	
Construction Manager Notice to Proceed	June/July 2024
Construction Manager Phase 1 Preconstruction Services	Q3 2024 through Q3 2032
Anticipated completion of CEQA review	Buena Vista Pumping Plant– Q1 2026 Teerink Pumping Plant – Q1 2026 SJFD O&M Center – Q4 2026 Lost Hills O&M Subcenter – Q4 2026 Chrisman Pumping Plant - Q4 2026 Edmonston Pumping Plant - Q2 2028 Castaic O&M Subcenter – Q1 2030
Phase 2A: Buena Vista Pumping Plant	Q3 2026 through Q4 2028
Phase 2B: Teerink Pumping Plant	Q2 2026 through Q2 2029
Phase 2C: SJFD O&M Center	Q1 2027 through Q4 2028
Phase 2D: Lost Hills O&M Subcenter	Q1 2027 through Q2 2028
Phase 2E: Chrisman Pumping Plant	Q1 2027 through Q2 2030
Phase 2F: Edmonston Pumping Plant	Q3 2028 through Q3 2032
Phase 2G: Castaic O&M Subcenter	Q2 2030 through Q2 2031

1. This schedule is subject to change as the project develops.

### 3 CONSTRUCTION MANAGER SERVICES AND CONTRACTS

#### 3.1 Department, 3<sup>rd</sup> Party Engineer and Construction Manager’s Respective Roles and Responsibilities

General responsibilities of the Department, the 3<sup>rd</sup> Party Engineer, and the Construction Manager are summarized in Table 3-1, below to help clarify scope allocation for this Project. These descriptions are indicative and subject to revision by the Department.

<b>Table 3-1. Department, 3<sup>rd</sup> Party Engineer, and Construction Manager’s Roles and Responsibilities</b>			
<b>Project Activity or Phase</b>	<b>The Department’s Role</b>	<b>3<sup>rd</sup> Party Engineer’s Role</b>	<b>Construction Manager’s Role</b>
<b>Project Management</b>	<ul style="list-style-type: none"> <li>• Make day-to-day decisions.</li> <li>• Guide overall Project strategy and direction.</li> <li>• Approve construction plans.</li> <li>• Manage outside engineering contracts.</li> <li>• Manage Construction Manager contracts.</li> <li>• Provide Project funding.</li> <li>• Approve scope changes.</li> </ul>	<ul style="list-style-type: none"> <li>• Single point of contact with the Department’s Project Manager, Division of Engineering, and Division of Operations and Maintenance.</li> <li>• Provide quality control on all design deliverables.</li> </ul>	<ul style="list-style-type: none"> <li>• Single point of contact with the Department’s Project Manager, Division of Engineering, and Division of Operations and Maintenance.</li> <li>• Develop and implement management plans.</li> <li>• Provide quality control on all Construction Manager deliverables.</li> </ul>
<b>Design and Preconstruction Services</b>	<ul style="list-style-type: none"> <li>• Develop design and construction scopes (architectural and structural).</li> <li>• Review Preconstruction Phase deliverables.</li> <li>• Furnish existing studies and data including record drawings, preliminary studies, etc.</li> <li>• Provide access to site.</li> <li>• Complete CEQA review and obtain environmental approvals and permits.</li> </ul>	<ul style="list-style-type: none"> <li>• Develop design and construction scopes (electrical, mechanical, and fire protection).</li> <li>• Review Preconstruction Phase deliverables.</li> <li>• Furnish existing studies and data including record drawings, preliminary studies, etc.</li> <li>• Support the Department’s efforts to obtain CEQA and other environmental approvals and permits.</li> <li>• Review GMP Proposals.</li> </ul>	<ul style="list-style-type: none"> <li>• Identify Project risks and proposed response strategies.</li> <li>• Prepare and maintain a cost model (cost estimate). Validate Department quantities and provide cost/benefit input.</li> <li>• Provide input to design, including alternative ideas and cost/quantity information.</li> <li>• Prepare and maintain overall Project schedule; evaluate if current scope can be delivered within</li> </ul>

<b>Table 3-1. Department, 3<sup>rd</sup> Party Engineer, and Construction Manager's Roles and Responsibilities</b>			
<b>Project Activity or Phase</b>	<b>The Department's Role</b>	<b>3<sup>rd</sup> Party Engineer's Role</b>	<b>Construction Manager's Role</b>
	<ul style="list-style-type: none"> <li>Review cost estimates, and GMP Proposals developed by the Construction Manager (supported by ICE).</li> </ul>		<p>the constraints of the schedule.</p> <ul style="list-style-type: none"> <li>Provide constructability input, identify errors, omissions, or ambiguities to improve constructability, determine if the required tools, methods, techniques, and technology are available and sufficient to deliver the Project.</li> <li>Constructability reviews.</li> <li>Validate, and/or propose alternative construction staging concepts.</li> <li>Develop GMP Proposals.</li> <li>Provide services required by the Preconstruction Services Scope of Work as well as any additional Department-requested services (via additional Service Orders).</li> </ul>
<b>Construction</b>	<ul style="list-style-type: none"> <li>Participate in construction Project meetings.</li> <li>Monitor construction activities.</li> <li>Provide engineering services during construction.</li> <li>Ensure timely responses to construction submittals, requests for information, notices, etc.</li> </ul>	<ul style="list-style-type: none"> <li>Participate in construction Project meetings.</li> <li>Monitor construction activities.</li> <li>Provide engineering services during construction.</li> <li>Ensure timely responses to construction submittals, requests for information, notices, etc.</li> </ul>	<ul style="list-style-type: none"> <li>Deliver constructed Work.</li> <li>Manage self-performing and subcontracted Work.</li> <li>Manage craft labor.</li> <li>Maintain site safety and security.</li> <li>Coordinate with the Department's Design Engineer.</li> <li>Participate in construction project meetings.</li> </ul>

<b>Table 3-1. Department, 3<sup>rd</sup> Party Engineer, and Construction Manager’s Roles and Responsibilities</b>			
<b>Project Activity or Phase</b>	<b>The Department’s Role</b>	<b>3<sup>rd</sup> Party Engineer’s Role</b>	<b>Construction Manager’s Role</b>
			<ul style="list-style-type: none"> <li>• Provide warranty coverage for constructed Work.</li> </ul>

### **3.2 Phase 1: Preconstruction**

#### **3.2.1 Cooperation with Designer**

During preconstruction, the Department expects the Construction Manager will collaboratively participate as a member of the Project team to help advance the design, resulting in a more constructable Project.

#### **3.2.2 Preconstruction Services Contract**

The Preconstruction Services Contract (available on Cosmos) specifies the terms and conditions for preconstruction services, including specific Tasks to be performed by the Construction Manager as described in Appendix E.

Should additional Work be required during preconstruction to help inform design and construction planning, the Department may elect to add additional Work to the Construction Manager’s scope of work through issuance of one or more additional Service Orders. Details for preconstruction Service Orders can be found in the Preconstruction Services Contract.

During negotiations, the Department and the top-ranked Submitter will negotiate the all-inclusive billing rates and not-to-exceed amount (reimbursement). Following any modifications resulting from negotiations, the Preconstruction Services Reimbursement will be incorporated into the Preconstruction Services Contract as Exhibit B. The Construction Manager will be reimbursed for hours worked at the negotiated and agreed-to hourly rates specified in the Preconstruction Services Contract, pursuant to Section 3.1 of the Preconstruction Services Contract. The Preconstruction Services Contract does not include the authority or commitment to perform any public works construction.

Submitters should note that the preliminary Scope of Preconstruction Services provides for preparation of one or more GMP Proposals, including pricing, proposed construction schedule, construction plans and approaches. The proposed schedule, upon agreement by the Department, will be used to determine the number of working days for the Construction Contract.



**3.3 Phase 2 Construction**

**3.3.1 General Work Description**

Construction Work is currently expected to occur in seven (7) distinct phases:

<b>Table 3-2. Anticipated Construction Work and Phasing</b>							
<b>Construction Work Summary</b>	<b>Phase 2A</b>	<b>Phase 2B</b>	<b>Phase 2C</b>	<b>Phase 2D</b>	<b>Phase 2E</b>	<b>Phase 2F</b>	<b>Phase 2G</b>
	<b>Buena Vista Pumping Plant</b>	<b>Teerink Pumping Plant</b>	<b>SJFD O&amp;M Center</b>	<b>Lost Hills O&amp;M Subcenter</b>	<b>Chrisman Pumping Plant</b>	<b>Edmonston Pumping Plant</b>	<b>Castaic O&amp;M Subcenter</b>
<b>ASBESTOS AND LEAD ABATEMENT</b>							
Asbestos abatement	X	X	X	X	X	X	X
Lead Abatement	X	X	X	X	X	X	X
<b>ARCHITECTURAL AND STRUCTURAL</b>							
Fire rated spaces. Install new fire rated walls and doors, door hardware includes door closers, enclose elevators and stairwells,	X	X	X	X	X	X	X
Floor Hatches - Provide intumescent paint and smoke seals	X	X			X	X	
Locker Room - create insulated room	X	X					
Remove Mezzanine			X	X		X	

<b>Table 3-2. Anticipated Construction Work and Phasing</b>							
<b>Construction Work Summary</b>	<b>Phase 2A</b>	<b>Phase 2B</b>	<b>Phase 2C</b>	<b>Phase 2D</b>	<b>Phase 2E</b>	<b>Phase 2F</b>	<b>Phase 2G</b>
	<b>Buena Vista Pumping Plant</b>	<b>Teerink Pumping Plant</b>	<b>SJFD O&amp;M Center</b>	<b>Lost Hills O&amp;M Subcenter</b>	<b>Chrisman Pumping Plant</b>	<b>Edmonston Pumping Plant</b>	<b>Castaic O&amp;M Subcenter</b>
Replace access ladders and railing	X	X					
Stairway Removal - Remove sections of stairway and install hatches (Stairway 11,12,13,14).						X	
Construct proposed masonry walls	X	X	X	X	X	X	
Construct infills of fire stopping material at through penetrations of wall, floors and ceiling	X	X			X	X	
Construct supporting brackets for storage of compressed gas cylinders	X	X			X	X	
Install new prefabricated restroom building.			X				
Provide Exit Signage throughout the building	X	X	X	X	X	X	X
Provide new emergency lighting throughout the facility, interior and exterior	X	X	X		X	X	X
Repair approximately 50% of the existing fluorescent ceiling fixtures.							X

<b>Table 3-2. Anticipated Construction Work and Phasing</b>							
<b>Construction Work Summary</b>	<b>Phase 2A</b>	<b>Phase 2B</b>	<b>Phase 2C</b>	<b>Phase 2D</b>	<b>Phase 2E</b>	<b>Phase 2F</b>	<b>Phase 2G</b>
	<b>Buena Vista Pumping Plant</b>	<b>Teerink Pumping Plant</b>	<b>SJFD O&amp;M Center</b>	<b>Lost Hills O&amp;M Subcenter</b>	<b>Chrisman Pumping Plant</b>	<b>Edmonston Pumping Plant</b>	<b>Castaic O&amp;M Subcenter</b>
Provide new surface mount light fixtures (Approximately 30) for entry and corridors to replace lights that were removed	X	X	X	X	X	X	X
Core and cut new large and small penetration through thick concrete wall involve scanning for rebar.	X	X			X	X	
<b>FIRE DETECTION &amp; ALARM</b>							
Includes new panel network capabilities, graphic user interface, complete area detection, voice evacuation with emergency voice, complete notification coverage, remote central station monitoring, and SCADA monitoring.	X	X	X	X	X	X	X
The existing fire alarm system is not code compliant <ol style="list-style-type: none"> <li>1. Partially demolish the existing fire alarm system.</li> <li>2. Reuse as much of the existing conduits as possible.</li> <li>3. Install a new main fire alarm panel in place of the existing fire alarm panel in the Administration building. The fire alarm system would be manually activated by fire alarm pull stations.</li> </ol>							X

<b>Table 3-2. Anticipated Construction Work and Phasing</b>							
<b>Construction Work Summary</b>	<b>Phase 2A</b>	<b>Phase 2B</b>	<b>Phase 2C</b>	<b>Phase 2D</b>	<b>Phase 2E</b>	<b>Phase 2F</b>	<b>Phase 2G</b>
	<b>Buena Vista Pumping Plant</b>	<b>Teerink Pumping Plant</b>	<b>SJFD O&amp;M Center</b>	<b>Lost Hills O&amp;M Subcenter</b>	<b>Chrisman Pumping Plant</b>	<b>Edmonston Pumping Plant</b>	<b>Castaic O&amp;M Subcenter</b>
4. Install occupant notification devices throughout the Administration building for evacuation signaling. 5. Provide a remote annunciator located at the lobby of the building as part of the new main fire alarm panel. 6. Provide UL central station service for reporting off-site signals to first responders.							
<b>EMERGENCY RADIO RESPONDER COVERATE (ERRC)</b>							
ERRC	X	X			X	X	
<b>FIRE SUPPRESSION</b>							
Clean Agent. Includes installing relief vents, automatic door closers	X	X	X	X	X	X	X
CO2 System Upgrade (Motors). Replace releasing control systems and CO2 storage cylinders, discharge hoses, selector valves, check valves and nozzles with new Kidde equipment.	X	X			X	X	

<b>Table 3-2. Anticipated Construction Work and Phasing</b>							
<b>Construction Work Summary</b>	<b>Phase 2A</b>	<b>Phase 2B</b>	<b>Phase 2C</b>	<b>Phase 2D</b>	<b>Phase 2E</b>	<b>Phase 2F</b>	<b>Phase 2G</b>
	<b>Buena Vista Pumping Plant</b>	<b>Teerink Pumping Plant</b>	<b>SJFD O&amp;M Center</b>	<b>Lost Hills O&amp;M Subcenter</b>	<b>Chrisman Pumping Plant</b>	<b>Edmonston Pumping Plant</b>	<b>Castaic O&amp;M Subcenter</b>
Deluge Fire Protection. Replace deluge system piping and nozzles and add listed deluge releasing and supervision panels	X	X			X	X	
In-Cabinet Fire Suppression	X	X				X	
Water Mist System	X	X			X	X	
Sprinklers			X	X			X
<b>FIRE WATER</b>							
Hydrants and underground fire main	X	X	X	X		X	X
Standpipes	X	X			X	X	
<b>MECHANICAL</b>							
Emergency Eye Wash and Shower	X	X	X	X	X	X	X
Relocate pipe						X	

<b>Table 3-2. Anticipated Construction Work and Phasing</b>							
<b>Construction Work Summary</b>	<b>Phase 2A</b>	<b>Phase 2B</b>	<b>Phase 2C</b>	<b>Phase 2D</b>	<b>Phase 2E</b>	<b>Phase 2F</b>	<b>Phase 2G</b>
	<b>Buena Vista Pumping Plant</b>	<b>Teerink Pumping Plant</b>	<b>SJFD O&amp;M Center</b>	<b>Lost Hills O&amp;M Subcenter</b>	<b>Chrisman Pumping Plant</b>	<b>Edmonston Pumping Plant</b>	<b>Castaic O&amp;M Subcenter</b>
Stairwell ventilation system	X	X			X	X	
Supply and exhaust fans.	X	X	X	X	X	X	X
Install fire dampers, smoke dampers, and combination fire/smoke dampers	X	X	X	X	X	X	X
Split system heat pump or A/C unit	X	X			X		X
<b>ELECTRICAL</b>							
Install ISO-Phase bus duct						X	
Conduit and Wiring	X	X	X	X	X	X	X
Panel and Breaker installation	X	X	X	X	X	X	X
Lighting	X	X	X	X	X	X	X
UPS	X	X	X	X	X	X	X

<b>Table 3-2. Anticipated Construction Work and Phasing</b>							
<b>Construction Work Summary</b>	<b>Phase 2A</b>	<b>Phase 2B</b>	<b>Phase 2C</b>	<b>Phase 2D</b>	<b>Phase 2E</b>	<b>Phase 2F</b>	<b>Phase 2G</b>
	<b>Buena Vista Pumping Plant</b>	<b>Teerink Pumping Plant</b>	<b>SJFD O&amp;M Center</b>	<b>Lost Hills O&amp;M Subcenter</b>	<b>Chrisman Pumping Plant</b>	<b>Edmonston Pumping Plant</b>	<b>Castaic O&amp;M Subcenter</b>
<b>FIRESTOPPING</b>							
Firestopping	X	X	X	X	X	X	X

### **3.3.2 Construction Contract(s)**

The construction phase is anticipated to consist of at least seven (7) Construction Contracts corresponding to the construction phases described above. A Construction Contract may be awarded after the plans have been sufficiently developed, as determined by the Department, and a price for the construction has been successfully negotiated.

Each Construction Contract will be awarded after the scope or design for each construction phase has been sufficiently developed and the Department has agreed to the Construction Manager's GMP Proposal, as modified through negotiations. The Department reserves the right to negotiate the Construction Contracts on the basis of guaranteed maximum pricing or fixed pricing at its sole discretion.

A sample of the Construction Contract General Conditions can be found on Cosmos.

Submitters should note that the Construction Contract **does not** include the authority for the Construction Manager to perform construction inspection services. In accordance with PCC 10112.2.(B), Construction inspection services will be performed by the Department and will include but will not be limited to: material source testing; certification testing; monitoring of environmental compliance; independent quality control testing and inspection; and quality assurance audits.

The Construction Manager shall utilize its own employees to perform not less than **30 percent** of the construction Work covered by the Agreed Price(s). Work that is not performed directly by the Construction Manager shall be bid by the Construction Manager to Subcontractors pursuant to PCC Section 10112.5.

## **4 PROCUREMENT PROCESS**

### **4.1 Procurement Process Overview**

The purpose of the RFQ is to solicit SOQs that demonstrate the qualifications of the Submitter's proposed team for the Project. The Department will use a single-phase, qualifications-based procurement process to select a Construction Manager for the Project.

### **4.2 RFQ Acknowledgement**

Submitters are responsible for monitoring Cosmos (RFQ Section 1.5) for information concerning this procurement. Submitters responding to this RFQ shall acknowledge that they have reviewed all materials posted in Cosmos. See RFQ Appendix A, Form A, Transmittal Letter for additional information on this requirement.

### **4.3 Procurement Schedule**

The following Table 4-1 sets forth the anticipated procurement schedule and is subject to revisions by Addendum to this RFQ. All listed dates are subject to change at the sole discretion of the Department.



<b>Table 4-1. Procurement Schedule</b>	
<b>Milestone</b>	<b>Date</b>
RFQ Issued	December 15, 2023
Pre-SOQ Meeting and Site Tour	January 16-17, 2024
Final Date for Receipt of Submitters' Questions	February 2, 2024
SOQ Due Date	February 23, 2024
Notice of Short-List	April 12, 2024
Submitter Interviews	Week of April 22, 2024
Anticipated Ranking Determination and Selection for Negotiations	Early May 2024
Anticipated Award of Preconstruction Services Contract and Notice to Proceed	June/July 2024

#### **4.4 Designated Contact**

The Department's Designated Contact will serve as the primary point of contact during the RFQ procurement phase of the Project. The Designated Contact is the Department's sole contact person and addressee for receiving all communications about the Project during the RFQ procurement process, and Submitters are prohibited from contacting any Department employee, or any of the groups listed in Section 4.8, regarding the Project or this RFQ. Submit inquiries and comments regarding the Project by e-mail or hard copy letter. Only written inquiries will be accepted:

California Department of Water Resources  
Division of Engineering – Collaborative Delivery Program  
Attention: Kevan Samsam, Project Delivery Manager  
715 P Street, 4<sup>th</sup> Floor  
Sacramento, California 95814  
Email: [DWR-CDP@water.ca.gov](mailto:DWR-CDP@water.ca.gov)

#### **4.5 Communication Protocols**

##### **4.5.1 RFQ Clarification Questions**

Submitters may submit written clarification questions to the Department's Designated Contact at any time before 3 p.m. Pacific standard time on the last day for clarification questions listed in Table 4-1 Procurement Schedule (RFQ Section 4.3). The Department will provide responses to Submitter's written clarification questions within a reasonable time following receipt, subject to the cut off dates set forth in Table 4-1 Procurement Schedule (RFQ Section 4.3). Modifications to the RFQ will be made by addenda. Clarifications will be given by Information Letter. Oral clarifications shall not be binding on the Department. The Department will not disclose the Submitters' names and contact information when

responding to questions or requests for clarification. The Department will post Information Letters and Addenda on Cosmos and all Submitters will be notified.

#### **4.5.2 Responses and Confidential Information**

The Department may, in its sole discretion, respond to all, some, or none of the questions submitted under RFQ Section 4.5.1. Any responses to questions submitted under RFQ Section 4.5.1 will be made available electronically to all Submitters, except that the Department may, in its discretion, respond individually to those questions identified by a Submitter or deemed by the Department as containing confidential or proprietary information. The Department reserves the right to disagree with a Submitter's characterization of the confidentiality of any information it may provide. The Department may rephrase or consolidate questions as it deems appropriate.

#### **4.5.3 Rules of Contact**

Submitters are required to conduct the preparation of their SOQs with professional integrity and free of lobbying activities. Any verified allegation that a responding Submitter team or team member, or an agent or consultant of the foregoing, has made such contact or attempted to influence the evaluation, ranking, and/or selection of Submitters may be cause for the Department to disqualify the Submitter team from submitting an SOQ, to disqualify the team member from participating in a Submitter team, and/or to discontinue any further consideration of such Submitter team.

Except for communications expressly permitted by this RFQ, the Designated Contact, or a representative hereafter designated in writing by the Department, is the Department's single contact and source of information for this procurement. The rules of contact set forth in this RFQ Section 4.5 shall apply during the Project procurement process. The procurement process begins on the date of issuance of this RFQ and is anticipated to be completed with the award of the Preconstruction Services Contract. These rules are designed to promote a fair, unbiased, and legally defensible procurement process. Contact might include face-to-face, telephone, email, or formal written communication.

The specific rules of contact are as follows:

- Unless otherwise specifically noted in this RFQ or authorized by the Designated Contact, all Submitter communication with the Department will be between the Submitter's designated representative (Submitter Representative) and the Designated Contact. All such communication shall be in writing (by hard copy letter or e-mail).
- Under normal circumstances, the Designated Contact will contact a Submitter in writing through the Submitter Representative.
- Commencing with the Department's release of this RFQ and continuing until the earliest of (i) execution and delivery of the Preconstruction Services Contract, (ii) the Department's rejection of all SOQs, or (iii) cancellation of the Project procurement, neither a Submitter nor its agents may contact State officials, the Department's employees, members of the Evaluation Team, or any other person involved, directly or indirectly, in evaluating the SOQs, or any person identified in RFQ Section 4.8, regarding the Project, except for communications expressly permitted in this RFQ

or through the process identified above. The foregoing restriction shall not, however, preclude or restrict Preconstruction Services Contract and Construction Contract negotiations between the Department’s and Submitter’s designated representatives, which may be different from the Department’s Designated Contact or the Submitter Representative. The foregoing restriction shall not, however, preclude or restrict communications regarding matters unrelated to the Project or from participating in public meetings or any public or Department workshops related to the Project.

- The Department may, in its sole discretion, disqualify any Submitter who has engaged in prohibited contact or communications.
- The Department will disseminate written communications regarding the Project. Alternatively, the Designated Contact may communicate via e-mail originating from the Department’s server.
- The Department will not be responsible for or bound by (i) any oral communication, or (ii) any other information or contact that occurs outside the official communication process specified herein, unless confirmed in writing by the Designated Contact.

**4.6 Site Visit and Precontractual Meeting**

An inspection trip for interested Submitters will be conducted at select facilities, representative of the conditions expected to be encountered at each of the facilities under the Project.

The mandatory portion of the inspection trip (Day 1) is expected to take about seven (7) hours. The optional portion of the inspection trip (Day 2) is expected to take about two (2) hours. Interested parties are requested to meet at the security gates for each of the facilities identified below, at the dates, times, and locations specified:

<b>Table 4-2. Site Tour Date, Time, and Meeting Place Logistics</b>					
<b>Date:</b>	<b>Time:</b>	<b>Facility Name</b>	<b>Location (Address)</b>	<b>DWR Contact Name</b>	<b>DWR Contact Number</b>
<b>Day 1:</b> 1/16/2024 <i>Mandatory</i>	9:00 a.m. to 12:00 p.m.	O&M Center and Chrisman Pumping Plant	4201 S Sabodan St, Bakersfield, CA 93313	Brian Schoene	661-858-5518
<b>Day 1:</b> 1/16/2024 <i>Mandatory</i>	1:00 p.m. to 5:00 p.m.	Edmonston Pumping Plant	Edmonston Pumping Plant Rd, Arvin, CA 93203	Brian Schoene	661-858-5518
<b>Day 2:</b> 1/17/2024 <i>Optional</i>	9:00 a.m. to 11:00 a.m.	Castaic O&M Subcenter	31849 Lake Hughes Rd, Castaic, CA 91384	Ryan MacTarnaghan	530-304-7180

Individuals are responsible for providing their own transportation to and from each facility, and will be required to bring and wear appropriate personal protective equipment (PPE). The required PPE includes hardhats, work boots, high-visibility vests, and ear protection.

Please email the Department's Designated Contact identified in RFQ Section 4.4 two business days in advance of the inspection trip if you plan to attend or have questions.

## **4.7 Overall SOQ Evaluation Process and Selection**

### **4.7.1 Evaluation Team**

The Department will establish an Evaluation Team to review and score SOQs, conduct interviews, and select the top ranked Submitter. The Evaluation Team may include, but not be limited to, representatives from the Department's engineering and operations staff and senior management. Technical consultation by other Department staff and the Department's advisors will be provided to support the Evaluation Team's evaluation process. The Department reserves the right to modify evaluation committee membership at any time.

### **4.7.2 Initial Responsiveness Review**

Each SOQ will initially be reviewed for:

- a. The SOQ's conformance to the RFQ instructions regarding organization and format; and
- b. The responsiveness of the Submitter to the substantive requirements set forth in the RFQ.

The Department, in its sole discretion, may waive informalities, irregularities, and apparent clerical mistakes that are unrelated to the substantive content of the SOQ. The Department may request missing or incomplete information from a Submitter, as considered necessary, to complete its Initial Responsiveness Review.

SOQs determined to be not responsive to this RFQ will be excluded from further consideration. The Department may also exclude from further consideration any SOQ that contains a material misrepresentation.

The SOQ Initial Responsiveness Review Checklist is included as a reference document available for download on Cosmos.

### **4.7.3 Pass/Fail Review**

Following the initial responsiveness review, each Submitter providing a responsive SOQ will be evaluated against the Pass/Fail Selection Criteria in Table 5-1 (RFQ Section 5.4). Failure to achieve a "pass" on any of those criteria will result in disqualification.

### **4.7.4 Scored SOQ Evaluation**

All Submitters determined to "pass" will have their SOQ evaluated against the Scored Selection Criteria and maximum point allocations in Table 5-1 (RFQ Section 5.4). The Department will evaluate the technical, managerial, financial, and other qualifications of the Submitters based on their SOQ submittals, any

clarifications submitted by the Submitters in response to Department requests, project and personnel references, and analysis of publicly available information. The Department's SOQ evaluation process is intended to identify which Submitters to interview ("Short-Listed Submitters"). The Department will hold interviews with at least the three highest scored Submitters, or with all Submitters if the Department receives fewer than three responsive SOQs. The Department will publish the names of the Short-Listed Submitters on its Collaborative Delivery Program website:

<https://water.ca.gov/Programs/Engineering-And-Construction/Collaborative-Delivery-Program>.

#### **4.7.5 Reference Checking**

During the scoring process the Department may conduct reference checking which will be focused on confirming information submitted with the SOQ. Information obtained during reference checking will be considered by the Department when scoring the SOQs.

#### **4.7.6 Interviews**

Submitters must keep the selection interviews and contract negotiations confidential until the Preconstruction Services Contract is awarded. Interviews will be held on the dates specified in Table 4-1 Procurement Schedule (RFQ Section 4.3) and will consist of a presentation by the Submitter followed by a question-and-answer discussion session. A Submitter may not use the presentation as a means to fill in missing or incomplete information that was required in the SOQ. The Department will provide an interview invitation letter with items that will be discussed during the interview presentation. The date, time, location, allotted time for the interviews, and equipment available to the Submitter for the presentation shall also be provided in the interview letter. Unless approved in advance by the Department, only Key Personnel listed by the Submitter in its SOQ shall participate in the interview. The Submitters will be evaluated and scored based on the points allocation shown in Table 5-1 (RFQ Section 5.4) considering their presentation and responses to questions. The Department will determine the number and which of the Submitters are best qualified to be interviewed.

#### **4.7.7 Final SOQ Evaluation, SOQ Ranking, and Negotiations**

Following interview scoring, the Department will add interview scores to the scores from the SOQ scoring evaluation to arrive at final scores and rankings. The Department will notify the highest scoring Submitter.

The Department will then enter into negotiations for the Preconstruction Services Contract with the top-ranked Submitter. During negotiations, the Department and the top-ranked Submitter will negotiate the scope, all-inclusive billing rates and not-to-exceed amount for Preconstruction Services. The Department, at its sole discretion, may determine that the negotiations are unsuccessful. In that event, the Department may proceed to negotiate with the next highest ranked Submitter. Upon successful conclusion of the negotiations, the Department will publish the name of the successful Submitter to its Collaborative Delivery Program website: <https://water.ca.gov/Programs/Engineering-And-Construction/Collaborative-Delivery-Program>. If negotiations are not successful, the Department will make a determination to reject all Submitters on the final list.

#### **4.7.8 Debriefing Meetings**

Once the Department awards and executes the Preconstruction Services Contract with the selected Submitter, the Department will arrange debrief meetings with each of the Submitter organizations if requested by a Submitter. However, if the Preconstruction Services Contract is not awarded or the procurement is cancelled, no debriefing meetings will be provided by the Department. These debriefing meetings give Submitters and the Department an informal setting to discuss the RFQ and procurement process.

#### **4.8 Ineligible Firms**

The Department has worked with the certain firms to provide guidance and assistance in connection with the Project and this procurement. These firms are prohibited from being a Submitter; from participating in any Submitter team; from providing technical, legal, or financial advice to any Submitter, or directly discussing any aspect of the RFQ with any Submitter. These firms include the following:

- Brown and Caldwell
- HDR, Inc.
- Facilities Protection Systems
- Dudek
- Black & Veatch
- DHR Hydro Services, Inc.
- Buehler Engineering, Inc.

As such, these firms are not eligible to submit an SOQ or to act as a member of any Construction Manager's team. Requests for determination regarding the eligibility of any firm for participation on a Construction Manager's Team may be submitted in writing to the Designated Contact identified in RFQ Section 4.4. The Department determinations are final in this regard.

#### **4.9 Obligation to Keep the Team Intact**

The Department expects all firms and Key Personnel proposed to be available to provide services for this Project. Submitters are advised that all firms and Key Personnel identified in the SOQ shall remain on the Project Team for the duration of the procurement process through execution of the Preconstruction Services Contract and throughout implementation of the Project.

Submitters shall certify that Key Personnel are committed and available to work on the Project. In addition, Submitters shall immediately notify the Department if any Key Personnel become unavailable. Changes may not be accepted by the Department unless the Department agrees that a temporary or permanent change is appropriate. If circumstances require a change, the proposed change must be submitted in writing to the Designated Contact identified in RFQ Section 4.4, who, at its sole discretion,

will determine whether to authorize a change, recognizing that certain circumstances (such as termination of employment or necessary leave) may occur that are beyond the Construction Manager's control.

#### **4.10 Precontractual Expenses**

The Department assumes no obligations, responsibilities, or liabilities, fiscal or otherwise, to reimburse any or all of the costs incurred or alleged to have been incurred by any party in connection with this RFQ. Submitters are solely responsible for all costs and expenses of any nature associated with responding to this RFQ, including but not limited to attending interviews, briefing(s), travel expenses, and providing supplemental information.

## **5 INSTRUCTIONS TO SUBMITTERS**

### **5.1 General Intent and Confidential Information**

Submitters shall provide brief, concise information that addresses the requirements of the Project consistent with the specific submittal information requirements in Table 5-1 (RFQ Section 5.4). Submitters shall only submit the information requested. All contents of the SOQ of the successful Submitter will be incorporated into the Preconstruction Services Contract as Exhibit C. Documentation that is difficult to read may be rejected and may lead to disqualification.

If the Submitter believes certain information in its SOQ to be exempt records under the Public Records Act and the Submitter wishes to protect that information from disclosure, the Submitter shall mark such information as provided in RFQ Section 6.4.

### **5.2 Contents, Quantities, Deadline (Date and Time) and Location**

**Contents** of the entire SOQ Submittal shall include the following:

- SOQ (SOQ Sections 1-6, and SOQ Attachments 1, 2, and 3).
- Separate Sealed Envelope (SOQ Attachment 4):
  - 4.1 Disclosure of Potential Organizational Conflict of Interest Statement (RFQ Appendix B, Attachment 1).
  - 4.2 Construction Manager Profile Questionnaire and Certification (RFQ Appendix C).
  - 4.3 Key Participant Profile Questionnaire and Certification(s) (RFQ Appendix C, Attachment 1).

**Quantities.** Submitter shall provide:

- One (1) electronic copy of the entire SOQ Submittal (SOQ and items in Separate Sealed Envelope) on a universal serial bus (USB) flash drive.

The above must be delivered to the Department in accordance with the instructions below. The outside of the sealed package containing the USB flash drive shall be clearly identified and labeled as follows:

- Return address: Submitter's name, contact person's name, email address, and mailing address.
- Date of submittal.
- Contents labeled as "PROJECT REFERENCE NO. CM-2023-1" "Statement of Qualifications," and "DO NOT OPEN."

**Deadline and Location.** All contents of the SOQ submittal shall be received by **3 p.m. Pacific Time** on the day specified in Table 4-1 Procurement Schedule (RFQ Section 4.3) and delivered to the following:

California Department of Water Resources  
Division of Engineering – Collaborative Delivery Program  
Attention: Kevan Samsam, Project Delivery Manager  
715 P Street, 4th Floor,  
Sacramento, California 95814  
Email: [DWR-CDP@water.ca.gov](mailto:DWR-CDP@water.ca.gov)

The electronic copy of the SOQ shall be in searchable PDF format.

SOQ submittals will be considered non-responsive if not received in the specified location by the date and time specified in this RFQ. Fax copies of the SOQ will not be accepted. Any SOQ that fails to meet the deadline will be rejected without opening, consideration, or evaluation and will be returned, unopened, to the sender.

### 5.3 SOQ Format Requirements

A Submitter's SOQ format shall adhere to the requirements outlined below:

- The overall page limit for SOQ Sections 3, 4, 5, and 6 is **35-pages**. The overall page limit excludes the front and back cover pages, section dividers, Section 1 (in its entirety), Section 2 (in its entirety) and the SOQ Attachments (in its entirety).
- The sections shall consist of 8 ½-by-11-inch pages, except for charts, exhibits, and other illustrative and graphical information, which may be submitted on 11-by-17-inch paper if desired and folded to 8 ½- by-11 inch.
- The 11-by-17-inch pages will count as two (2) pages.

Additional formatting suggestions (not required) are outlined below:

- Standard font that is a minimum of 11 points in size and legible. A smaller font size is acceptable for captions, tables, charts, and graphic elements, so long as it is legible.
- Page dividers should be used between sections and do not count towards the overall page limit
- Each page should be numbered consecutively within each section (i.e., 1-1, 1-2, 2-1, 2-2., etc.), and the page numbers shall be centered at the bottom of each page.



- Electronic copies should be bookmarked according to the Section and subsections identified in Table 5-1.
- Electronic submittals should be in PDF format set for printing on standard equipment and paper sizes without printer adjustment. Maximum file size for individual PDF files is 25MB.
- All SOQ pages should be easily reproducible in black and white by standard photocopying machines.

**5.4 Required SOQ Organization, Submittal Requirements, Evaluation Criteria, Page Limits, and Weighting**

The Submitter will need to demonstrate, through its SOQ, that the proposed Construction Manager will have the ability to comply with its obligations under the Preconstruction Services Contract, and if awarded, any Construction Contract(s). This Section describes specific information that must be included in the Submitter’s SOQ. Each SOQ will be evaluated according to the SOQ submittal requirements, scored and pass/fail selection criteria, evaluation considerations, and weighting noted in Table 5-1 below.

- The “SOQ Section” column in Table 5-1 identifies the main sections of an SOQ. Each main section must be separated with a tab or page break.
- The “Submittal Requirements” column in Table 5-1 describes specific information that must be included in the Submitter’s SOQ. SOQs must follow the submittal format, outline, and specifications. SOQs not submitted in this organization may be scored lower.
- The Submitter shall provide brief, concise information that addresses the requirements of the Project consistent with the “Selection Criteria and Evaluation Considerations” column identified in Table 5-1 below. Note that the outcome of the reference checks will be factored into the applicable scoring of SOQ Section 3 through Section 6.

Submitters are instructed to limit the information included in the SOQ to the information necessary to demonstrate their technical and financial qualifications for the Project, and any other information specifically requested herein. The Department is not interested in receiving marketing brochures, generic narratives or lists of experience unless directly related to the SOQ and referenced in the text.

Table 5-1. Detailed SOQ Contents Requirements, Selection Criteria and Evaluation Considerations, and Weighting				
SOQ Section	Submittal Requirements	Selection Criteria and Evaluation Considerations	Page Limits	Weighting
Cover Page	<ul style="list-style-type: none"> <li>• The front cover of the SOQ shall be labeled with “SJFD Fire Safety Modernization Project” “Statement of Qualifications,” and the date of submittal.</li> </ul>	Evaluated for Responsiveness Only	Does not count towards the overall page limit	Not Applicable
SOQ Section 1. Transmittal Letter	<p><b>Transmittal Letter.</b> The Submitter shall complete Form A Transmittal Letter (provided in RFQ Appendix A). A duly authorized representative of the Submitter’s organization shall sign the letter. If the Submitter is a partnership, limited partnership, joint venture, or other association, all members of the Submitter shall agree to be jointly and severally liable to the Department for the performance under the Preconstruction Services Contract by executing Form A Transmittal Letter (provided in RFQ Appendix A). The transmittal Letter must also include certification by the Construction Manager, under penalty of perjury, that the information provided in the SOQ is true and correct. If the Submitter is a partnership, limited partnership, joint venture, or other association, all members of the Submitter shall certify that the information provided in the Statement of Qualifications is true and correct.</p> <p><b>Submitter SOQ Certification.</b> The Submitter shall complete Form B Submitter SOQ Certification (provided in RFQ Appendix A) and attach it to the Transmittal Letter. The Submitter SOQ Certification verifies the accuracy of the information submitted as part of the SOQ. Submitter and all individuals, persons, joint ventures, proprietorships, partnerships, limited liability partnerships, corporations, professional corporations, limited liability companies, business associations, or other legal entity however organized, shall complete Form B Submitter SOQ Certification (provided in RFQ Appendix A).</p>	Evaluated for Responsiveness Only	Does not count towards the overall page limit	Not Applicable
SOQ Section 2. Executive Summary	The Submitter shall provide an executive summary briefly describing its proposed team, qualifications, and approach to providing preconstruction and construction services for the Project.	Evaluated for Responsiveness Only	2-page limit Does not count towards the overall page limit	Not Applicable

**Table 5-1. Detailed SOQ Contents Requirements, Selection Criteria and Evaluation Considerations, and Weighting**

SOQ Section	Submittal Requirements	Selection Criteria and Evaluation Considerations	Page Limits	Weighting
<p><b>SOQ Section 3. Team Organization and Capacity to Conduct the Work</b></p>	<p>In this section, Submitter shall explain how it intends to organize its team to effectively deliver the preconstruction and construction Work.</p> <p><b>3A – Firm Overview.</b> Submitter shall identify and briefly describe Submitter’s firm and contractual relationship with any other Key Participants it is including on its proposed team. Narratives shall briefly identify Submitter and each Key Participant, their role as applicable during preconstruction and construction, and their capabilities.</p> <p><b>3B – Organization Charts and Past Experience Working Together.</b> Submitter shall include an organization chart illustrating roles and responsibilities of Submitter and Key Participants (firms), and an organization chart illustrating roles and responsibilities of Key Personnel (individuals) during preconstruction and during construction. Organization charts shall identify:</p> <ul style="list-style-type: none"> <li>• Roles and responsibilities.</li> <li>• Reporting relationships within Submitters team.</li> <li>• Reporting relationships with the Department.</li> <li>• How Submitter’s team may change from preconstruction to construction.</li> </ul> <p>A brief narrative explaining the rationale for Submitter’s proposed organization shall also be included in this section. Submitter shall also specifically describe the experience of Key Personnel working together on past projects with reference to the Project Descriptions and Project Experience Matrix included in SOQ Attachment 2 as applicable.</p> <p><b>3C – Capacity to Conduct the Work.</b> Submitter shall provide a narrative description of <i>how</i> Submitter will ensure sufficient staffing and other resources to complete the Work. Where outside resources are required, such as construction equipment, discuss how you will work to assure its availability when needed. Submitter shall include a table showing estimated time commitment (%) for each Key Personnel during construction and preconstruction. Submitter shall also discuss how its experience on past projects demonstrates a record of successfully completing contracts within the Agreed Price and schedule, successfully completing construction work at an operational pumping plant facility, as well as a record of managing contracts to minimize delays, claims, dispute proceedings, litigation, and arbitration. Refer to resumes (SOQ Attachment 1) and Project Descriptions (SOQ Attachment 2) as appropriate.</p>	<p><b>Scored Selection Criteria: Team Organization and Capacity to Complete the Work.</b> In evaluating Submittals against this criterion, the Department will consider:</p> <ul style="list-style-type: none"> <li>• The extent to which Submitter’s Project organization charts illustrate clear lines of communication, ability to efficiently complete the Work, and continuity across the preconstruction and construction phases.</li> <li>• The extent to which estimated percent staff commitments and identified backup staff demonstrate adequate resources and depth to complete the Work taking into consideration the Work that will likely be done by the proposed Construction Manager and Key Participants.</li> <li>• The extent to which Submitter demonstrates a record of completing contracts on time and within the Agreed Price, and a record of managing contracts to minimize delays, claims, dispute proceedings, litigation, and arbitration.</li> <li>• The extent to which submitted information (organization charts, resumes, and Project descriptions) demonstrates team members (Key Personnel and Key Participants) have a history working successfully together on previous projects.</li> </ul>	<p>Counts towards the overall page limit</p>	<p>10 points</p>
<p><b>SOQ Section 4. Project Management Experience and Capabilities, including collaboration and effective use of collaborative delivery</b></p>	<p><b>4A – Project Management Experience and Capabilities.</b> Submitter shall provide four narrative descriptions addressing the following:</p> <ul style="list-style-type: none"> <li>• The proposed Project Manager’s ability to plan, organize, perform, and execute the Work, including the effective use of subconsultant’s and subcontractors. The narrative shall also discuss the proposed Project Manager’s experience managing work across the preconstruction and construction phases. The Project Manager’s effective management of risk on previous projects and understanding of major risks for this Project shall also be discussed. Identify any experience the Project Manager has in managing simultaneous work across multiple sites, and any other experience and capabilities relevant to managing pump station and/or generating plant retrofit projects and/or fire system modernization projects, managing multidisciplinary construction teams, and experience with collaborative delivery. Refer to the proposed Project Manager’s resume (SOQ Attachment 1) and to the Project Descriptions (SOQ Attachment 2) as appropriate.</li> <li>• The project management systems and tools that the Construction Manager will use to manage the Project’s scope, schedule, budget, and resources, including personnel and other resources required for construction. The narrative shall also discuss tools used to identify and manage project risks. Specifically address tools that will be used to track</li> </ul>	<p><b>Scored Selection Criteria: Project Management Experience and Capabilities.</b> In evaluating Submittals against this criterion, the Department will consider:</p> <ul style="list-style-type: none"> <li>• The extent to which Submitter and Submitter’s proposed Project Manager have demonstrated the ability to plan, organize, perform, and execute the preconstruction and construction Work.</li> <li>• The extent to which Submitter’s management approach demonstrates an understanding of significant Project risks and an effective approach to managing them.</li> <li>• The extent to which Submitter and Submitter’s proposed Project Manager and Safety Manager have demonstrated the ability to effectively manage safety.</li> <li>• The extent to which Submitter has demonstrated a commitment to quality via its approach to development and implementation of Quality Assurance/Quality Control (QA/QC) for this Project, and the specific experience and qualifications of the proposed Project Quality Manager.</li> </ul>	<p>Counts towards the overall page limit</p>	<p>15 points</p>

**Table 5-1. Detailed SOQ Contents Requirements, Selection Criteria and Evaluation Considerations, and Weighting**

SOQ Section	Submittal Requirements	Selection Criteria and Evaluation Considerations	Page Limits	Weighting
	<p>the progress of required submittals under the Construction Contract. Refer to Project Descriptions (SOQ Attachment 2) as appropriate.</p> <ul style="list-style-type: none"> <li>The proposed Project Manager’s, proposed Construction Manager’s, and proposed Safety Manager’s experience effectively managing safety on other projects. Briefly discuss the safety program and policies, and overall approach that the Construction Manager routinely implements on projects. Refer to resumes (SOQ Attachment 1) and Project Descriptions (SOQ Attachment 2) as appropriate.</li> <li>The proposed Project Manager’s, proposed Construction Manager’s and proposed Quality Manager’s demonstrated successful commitment to quality management, including both quality assurance and quality control. Refer to resumes (SOQ Attachment 1) and Project Descriptions (SOQ Attachment 2) as appropriate.</li> </ul> <p><b>4B – Collaboration and Effective Use of Collaborative Delivery.</b> Submitter shall provide two narrative discussions addressing the following:</p> <ul style="list-style-type: none"> <li>Submitter’s proposed approach to: <ul style="list-style-type: none"> <li>Assuring an effectively integrated design and construction team.</li> <li>Working and communicating effectively with the Department.</li> <li>Integrating the Design-Build Team with the Department’s Project team to form an efficient and effective Project organization.</li> </ul> </li> <li>Submitter’s experience with collaborative delivery methods including but not limited to CMGC, Construction Management at Risk (CMAR), General Contractor/Construction Manager (GC/CM), and Progressive Design-Build. Refer to resumes (SOQ Attachment 1) and Project Descriptions (SOQ Attachment 2) as appropriate.</li> </ul>	<ul style="list-style-type: none"> <li>The extent to which Submitter has demonstrated an effective approach to working effectively with the Department and to integrating the Construction Manager’s team (Submitter, Key Participants, and Key Personnel) with the Department’s Project team to form an efficient and effective Project organization.</li> <li>The extent to which Submitter has demonstrated experience with collaborative delivery methods including but not limited to CMGC delivery, construction manager at risk (CMAR), or progressive design-build.</li> </ul>		
<p><b>SOQ Section 5. Team Technical Qualifications and Experience</b></p>	<p>Submitter shall provide narrative discussions describing proposed team experience (Submitter, Key Participants, and Key Personnel) in the following technical areas:</p> <ul style="list-style-type: none"> <li>Installing and commissioning fire systems and related systems, in existing facilities, preferably pumping plants and power generation facilities, that must remain in operation throughout construction. Specifically, installing and commissioning fire detection and alarm systems; fire suppression systems including deluge systems, CO2 system, clean agent fire suppression systems, water mist systems; and in-cabinet system.</li> <li>Installing and commissioning systems in compliance with codes, including the OSFM, etc.</li> <li>Hazardous materials and asbestos surveys and abatement.</li> <li>Working with required trades (i.e., concrete, steel, masonry, excavation, HVAC systems, piping, inside/outside (underground), power and lighting (including high-voltage systems), fire hydrant installation, etc.).</li> </ul> <p>Refer to resumes (SOQ Attachment 1) and Project Descriptions (SOQ Attachment 2) as appropriate.</p>	<p><b>Scored Selection Criteria: Team Technical Qualifications and Experience.</b> In evaluating Submittals against this criterion, the Department will consider the Submitter’s understanding of the Construction (logistics, sequencing, etc.) that will be encountered for the Project, and the extent to which a Submitter has demonstrated:</p> <ul style="list-style-type: none"> <li>Experience with installing fire systems and related systems, in existing facilities, preferably pumping plants and power generation facilities, that must remain in operation throughout construction.</li> <li>Experience and familiarity with installing fire detection and alarm systems; fire suppression systems including deluge systems, CO2 systems, clean agent fire suppression systems, water mist systems, and in-cabinet systems.</li> <li>Understanding of and experience with installing systems in compliance with codes, including the OSFM, etc.</li> <li>Experience with hazardous materials and asbestos surveys and abatement.</li> <li>Experience with required trades (i.e., concrete, steel, masonry, excavation, HVAC systems, piping, inside/outside (underground), power and lighting including high-voltage systems, fire hydrants installation, etc.).</li> </ul>	<p>Counts towards the overall page limit</p>	<p>20 points</p>

**Table 5-1. Detailed SOQ Contents Requirements, Selection Criteria and Evaluation Considerations, and Weighting**

SOQ Section	Submittal Requirements	Selection Criteria and Evaluation Considerations	Page Limits	Weighting
<b>SOQ Section 6. Project Understanding and Technical Approach</b>	<p>Submitter shall provide a narrative describing its understanding and general approach to the Project. The narrative, at a minimum, shall address:</p> <ul style="list-style-type: none"> <li>The Submitters initial approach to construction sequencing and limiting outages by type of fire suppression system anticipated to be required on the project, including deluge systems, CO2 systems, clean agent systems, water mist systems; and in-cabinet systems. Specifically describe what will be taken into consideration for each type of system. (This narrative should not focus on facility specific approaches).</li> <li>The Submitter’s approach to becoming familiar with existing conditions at each facility site during preconstruction.</li> <li>The Submitter’s approach to coordination and communication with operators and other contractors during construction of the Project.</li> <li>How Submitter intends to effectively use a CMGC Delivery Method to ensure a successful Project, considering the Departments Project and Delivery Objectives listed in RFQ Section 2.1.</li> <li>How Submitter’s proposed organization will contribute to the success of the Project and meet the Department’s Project and Delivery Objectives.</li> <li>Measures Submitter proposes to take to foster a collaborative team relationship between the Construction Manager, 3rd party engineer, and the Department.</li> <li>Provide a brief description of how the Submitter plans to encourage participation of SB/MB or DVBE subcontractors in this Project.</li> <li>Discussion of any innovative ideas that may assist the Project team in meeting Project goals. Discuss the impacts of the innovative ideas on time, cost, and/or quality.</li> </ul>	<p><b>Scored Selection Criteria: Project Understanding and Technical Approach.</b> In evaluating Submittals against this criterion, the Department will consider:</p> <ul style="list-style-type: none"> <li>Identification of Project elements and key constraints as well as Department’s goals for the Project and CMGC delivery.</li> <li>The extent to which an understanding of the effects of constraints on the Project schedule are demonstrated.</li> <li>Proposed approach to innovation that demonstrates Submitter’s understanding of the Project constraints and the Department’s Project goals.</li> <li>The extent to which the Submitter’s approach demonstrates knowledge and familiarity with types of fire suppression systems that will be employed at these facilities</li> <li>How the Submitter will assure compliance with CA codes/standards (building and fire codes) and NFPA standards.</li> <li>The Submitter’s approach to maintenance of operations during construction, including any ideas for limiting outages and construction sequencing.</li> <li>The Submitter’s approach to becoming familiar with existing conditions during preconstruction.</li> <li>The Submitter’s coordination and communication with operators and other contractors.</li> </ul>	<p>Counts towards the overall page limit</p>	<p>20 points</p>
<b>Attachments</b>				
<b>Attachment 1. Key Personnel Information</b>	<p><b>1.1 – Proposed Key Personnel Information.</b> Using Form C Proposed Key Personnel Information (provided in RFQ Appendix A), list appropriate information for each Key Personnel position. Key Personnel, at a minimum, shall include the following roles; however, Submitter may propose that an individual fill more than one role based on Submitter’s understanding of the needs of the Project. A “to be determined (TBD)” designation is not acceptable:</p> <ul style="list-style-type: none"> <li><b>Project Manager.</b> The individual that will be in responsible charge of providing the Construction Manager services during Phase 1: Preconstruction and Phase 2: Construction. The Project Manager shall have sufficient experience and qualifications necessary to properly manage the Work in accordance with the Preconstruction Services Contract and Construction Contracts, and acts as the primary point of contact on behalf of the Construction Manager. The Project Manager will be responsible to ensure adequate personnel and other resources are made available for the Project, will handle contractual matters, and will be responsible for quality and timeliness of the team performance. The Project Manager shall have the authority to supervise Work and to stop Work that does not meet the standards, specifications, or criteria established for the Project. Ideally, the Project Manager will have a minimum of 5-years of experience managing pump station and/or generating plant retrofit projects and/or fire system modernization projects, managing multidisciplinary construction teams, and experience with collaborative delivery. Preferably, the Project Manager’s experience includes managing at least one project from construction planning through completion of testing and commissioning.</li> </ul>	<p>Evaluated as part of SOQ Sections 3, 4, 5, and 6.</p>	<p>2-page limit for each resume  Does not count towards the overall page limit</p>	<p>Not Applicable</p>

**Table 5-1. Detailed SOQ Contents Requirements, Selection Criteria and Evaluation Considerations, and Weighting**

SOQ Section	Submittal Requirements	Selection Criteria and Evaluation Considerations	Page Limits	Weighting
	<ul style="list-style-type: none"> <li>• <b>Preconstruction Services Manager.</b> The individual that will be responsible for overseeing delivery of all preconstruction services (see Appendix E, Preliminary Preconstruction Services Scope of Work). Unless this role is fulfilled by the overall Project Manager, the Preconstruction Services Manager shall report directly to the Project Manager. The Preconstruction Services Manager shall be responsible for assuring completion of all required constructability reviews, scheduling, and cost estimating during preconstruction and for developing GMP Proposals for construction. Ideally, the Preconstruction Services Manager will have a minimum of 5-years of experience providing preconstruction services (scheduling, estimating, providing constructability reviews) for similar projects.</li> <li>• <b>Construction Services Manager.</b> The individual that will be in responsible for providing the construction planning services during Phase 1: Preconstruction, and will be in charge of on-site construction during Phase 2: Construction. Unless this role is fulfilled by the overall Project Manager, the Construction Manager shall report directly to the Project Manager. <ul style="list-style-type: none"> <li>– During Phase 1: Preconstruction, the Construction Services Manager shall be responsible for supporting constructability reviews, scheduling, project sequencing, and cost estimating during preconstruction and for supporting development of GMP Proposals for construction.</li> <li>– During Phase 2: Construction, the Construction Services Manager shall normally be present in the field during all construction activities. The Construction Services Manager shall be responsible for assuring construction is in accordance with the design (plans and specifications) and other project requirements.</li> </ul> <p>Ideally, the Construction Services Manager will have a minimum of 10-years of experience managing the construction of pumping and/or power generation plant retrofit and/or fire modernization projects, including experience managing the installation of:</p> <ul style="list-style-type: none"> <li>– At least one (preferably more) of the following: retrofit of fire suppression and alarm systems (deluge systems, CO2 systems, clean agent systems, water mist fire systems, in-cabinet systems, and Fike fire alarm systems).</li> <li>– At least one (preferably more) of the following: related life safety systems (fire detection systems, alarm systems, and communications systems, etc.).</li> <li>– Ancillary systems.</li> </ul> </li> <li>• <b>Quality Manager.</b> The individual responsible for developing and overseeing implementation of the Construction Manager’s Quality Assurance /Quality Control (QA/QC) Plans (Quality Control Program) for both Phase 1: Preconstruction, and Phase 2: Construction (see RFQ Appendix E, Preliminary Preconstruction Services Scope of Work). The Quality Manager, or designee, shall report independently from those responsible for production during construction (i.e., if there is Construction Manager in addition to an overall Project Manager, the Quality Manager will report directly to the Project Manager but if Submitter’s proposed organization includes single Project Manager/Construction Manager, the Quality Manager shall report directly to the Construction Manager’s executive responsible for overseeing the Project) and shall have the authority to stop construction that does not meet requirements. Ideally, the Quality Manager will have a minimum of 7-years of experience developing QA/QC plans and overseeing construction quality for projects. The Quality Manager shall be a registered Professional Civil Engineer in the State of California. Preferably, the Quality Manager will have experience specific to developing and implementing QA/QC plans related to construction/retrofit project for pumping and/or power generation plants.</li> </ul>			

	<ul style="list-style-type: none"> <li>• <b>Lead Estimator/Scheduler.</b> This role may be fulfilled by one or two individuals. The lead estimator/scheduler is responsible for estimating the cost of construction at required design milestones for each construction package and for developing construction schedules for each construction package. Ideally, the lead estimator/scheduler will have a minimum of 7-years of experience as a construction cost estimator/scheduler with experience in assessing price and risk, and discussion of assumptions. Preferably, as the lead estimator/scheduler on multi-year and/or multi-phase industrial retrofit projects.</li> <li>• <b>Safety Manager.</b> The Safety Manager is responsible for the development, implementation, and maintenance of the Construction Site-Specific Safety Plans (see RFQ Appendix E, Preliminary Preconstruction Services Scope of Work) and overall construction site safety , including oversight of all hazardous material related activities. The Safety Manager is also responsible for ensuring the installation of fire/life safety modifications meet OSFM and applicable code requirements. The Construction Manager shall report independently from those responsible for production during construction (i.e., if there is Construction Manager in addition to an overall Project Manager, the Safety Manager will report directly to the Project Manager but if Submitter’s proposed organization includes single PM/CM, the Safety Manager will report directly to the Construction Manager’s executive responsible for overseeing the Project) and shall have the authority to stop construction. Ideally, the Safety Manager will have a minimum of 5 years of experience in/around hydroelectric power generation and transmission facilities, and live plant operations, or 7 years of general industrial experience. This experience shall include the developing and implementing of safety programs to maintain compliance with all Federal, State, and local safety regulations. Further, at least three of those years of experience shall be managing safety programs and people. Preferably, the Safety Manager will be a Board-Certified Safety Professionals Occupational Hygiene and Safety Technician (BSCP OHST), Associate Safety Professional (ASP), or Certified Safety Professional (CSP), or Utility Safety &amp; Ops Leadership Network Certified Utility Safety Professional (USOLN CUSP).</li> <li>• <b>Certified Industrial Hygienist (CIH).</b> The CIH is responsible for Identifying, assessing and controlling potential exposure risks and hazards on the Project during the Preconstruction and Construction Phases. The CIH will work closely with the Safety Manager to develop the Construction Specific Safety Plans, hazardous material sampling programs/plans, and hazardous material mitigation and/or removal plans which comply all applicable Federal, State, and local regulations (see RFQ Appendix E, Preliminary Preconstruction Services Scope of Work). The CIH shall also oversee the implementation of aforementioned hazardous material related plans.  The CIH, shall report independently from those responsible for production during construction (i.e., if there is Construction Manager in addition to an overall Project Manager, the CIH will report directly to the Project Manager but if Submitter’s proposed organization includes single Project Manager/Construction Manager, the CIH shall report directly to the Construction Manager’s executive responsible for overseeing the Project) and shall have the authority to stop construction that does not meet requirements. Ideally, the CIH will have a minimum of 5-years of experience in/around hydroelectric power generation and transmission facilities, and live plant operations, or 7 years of general industrial experience, with at least of three of those years of experience as a Certified Asbestos Consultant (CAC). The aforementioned experience shall include experience working with the removal of asbestos, lead, oil, water, and polychlorinated biphenyls (PCBs). The CIH shall be accredited by the Board for Global EHS Credentialing in Comprehensive Practice.</li> <li>• <b>Project Administrator.</b> The Project Administrator is responsible for ensuring that all requisite construction documents required by the Department are accurate, complete, and submitted in a timely manner. The Project Administrator will use DWR’s electronic construction management system to manage submittals, RFIs, and correspondence. The Project Administrator must have strong computer and organizational skills. The Project Administrator shall report directly to the Project Manager. Ideally, the Project Administrator will have a minimum</li> </ul>			
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**Table 5-1. Detailed SOQ Contents Requirements, Selection Criteria and Evaluation Considerations, and Weighting**

SOQ Section	Submittal Requirements	Selection Criteria and Evaluation Considerations	Page Limits	Weighting
	<p>of 3-years of experience working on projects of similar length and complexity of this Project and/or other Department construction contracts in a similar capacity.</p> <ul style="list-style-type: none"> <li>• <b>Additional Key Personnel Proposed by Submitter.</b> The Submitter is encouraged to add, in its sole discretion, up to two (2) additional Key Personnel in its SOQ. Additional Key Personnel that are proposed should provide added value to the Department to meet and exceed the established Project Objectives. For any Key Personnel added by the Submitter, the Submitter must include a resume.</li> </ul> <p><b>1.2 – Key Personnel Resumes.</b> Submitter shall provide resumes for each individual designated as Key Personnel. If an individual fills more than one Key Personnel role, only one resume is required. Resumes for Key Personnel shall include the following items on each resume:</p> <ul style="list-style-type: none"> <li>• Relevant licensing and registration, including registration as required in the State of California.</li> <li>• Years of experience performing similar work.</li> <li>• No more than two professional references, including current contact information for the references.</li> <li>• Actual work examples (include the capacity on the project in which the person worked (e.g., lead design engineer, utility coordinator). Including duties performed and percent of time on the job. For each project listed provide the following information: <ul style="list-style-type: none"> <li>– Name of the project and the owner’s contact information (project manager name, phone number, email address). If the project manager is no longer with the owner, provide an alternative contact that is familiar with the project. The alternative contact shall have played a leadership role for the owner during the project.</li> <li>– Dates of work performed on the project.</li> <li>– If demonstrating experience with retrofit fire suppression systems, identify the type of system: deluge systems, CO2 systems, clean agent systems, water mist fire suppression systems, in-cabinet systems, and Fike fire alarm systems, etc.</li> <li>– If demonstrating experience with related life safety systems, identify the type of system: fire detection systems, alarm systems, communications systems, etc.</li> <li>– If demonstrating experience with collaborative delivery, identify the project delivery method: CMGC, General Contractor/Construction Manager, CMAR, progressive design-build, fixed price design-build.</li> </ul> </li> <li>• Licenses: All licenses and registrations held by Key Personnel at the time of SOQ submittal, including date(s) obtained, type, number, classification, issuing agency, and expiration date.</li> </ul>			
<p><b>Attachment 2. Project Descriptions</b></p>	<p>Submitter should describe its experience on projects of similar scope and complexity to demonstrate that the team has similar technical experience to what is required for this Project, by completing the Project Experience Matrix, and Project Descriptions.</p> <p><b>2.1 – Project Experience Matrix.</b> Submitter should complete Form G, Project Experience Matrix. The purpose of this form is to provide a concise overview of Featured Projects for the Evaluation Committee. Ideally, featured Project Descriptions will closely parallel the scope of the Project, and, as such, each featured project will check many of the experience category boxes. Provide project titles, Submitter, Key Participants, and Key Personnel involved, and their roles. Place an “X” in the corresponding row/column for each line to indicate experience in the listed experience categories. Do not indicate relevance unless significant scope and experience is described in the accompanying Project Description.</p>	<p>Evaluated as part of SOQ Sections 3, 4, 5, and 6.</p>	<p>4-page limit per Project Description</p> <p>Does not count towards the overall page limit</p>	<p>Not Applicable</p>



**Table 5-1. Detailed SOQ Contents Requirements, Selection Criteria and Evaluation Considerations, and Weighting**

SOQ Section	Submittal Requirements	Selection Criteria and Evaluation Considerations	Page Limits	Weighting
	<p><b>2.2 – Project Descriptions.</b> Using Form D Project Description (provided in RFQ Appendix A), show Submitter’s team (Submitter, Key Participants, and Key Personnel) experience by providing at least four (4) but no more than five (5) project descriptions for completed projects. For projects where Submitter and one or more Key Participants were involved, Submitters may provide a combined project description listing multiple firms, firm roles, etc. Highlight experience in the past 10-years on projects having a scope of work comparable to that anticipated for the Project, with an emphasis on more recent projects. Project Descriptions marked as “Confidential” and do not include references are not acceptable. Project Descriptions should highlight the types of experience requested in Sections 4 and 5 of Submitter’s SOQ and provide contact information for owner references for each project.</p>			
<p><b>Attachment 3. Submitter’s Agreement and Certification</b></p>	<p>Submitters shall complete Submitter’s Agreement and Certification which is provided as RFQ Appendix D and provide as SOQ Attachment 3.</p>	<p><b>Pass/Fail Selection Criteria: <u>Legal</u></b></p> <ul style="list-style-type: none"> <li>Has the Submitter provided a complete SOQ Attachment 3.6 Submitter’s Agreement and Certification without any modifications or conditions?</li> </ul>	<p>Does not count towards the overall page limit</p>	<p>Pass / Fail</p>
<p><b>Attachment 4. Construction Manager Profile Information</b></p>	<p><b>4.1 – Disclosure of Potential Organizational Conflict of Interest Statement.</b> The Submitter must complete the Disclosure of Potential Conflict of Interest Statement (Disclosure Statement) included in RFQ Appendix B, Attachment 1 and submit in the separate sealed envelope. If the Submitter determines a potential conflict of interest exists for itself, Key Personnel, Key Participants or its employees, the Submitter must disclose the relevant facts relating to the potential conflict, including the Work performed or to be performed by the entity associated with the potential conflict, and propose measures to avoid, neutralize, or mitigate the potential conflict. The Department will review the Disclosure Statement and the proposed measures to determine if the Submitter may continue in the procurement process. Disclosure of a potential conflict of interest will not necessarily disqualify a Submitter.</p> <p><b>4.2 – Construction Manager Profile Questionnaire and Certification.</b> The Submitter shall provide a completed and verified Construction Manager Profile Questionnaire and Certification, which is attached as RFQ Appendix C, in the separate sealed envelope. Instructions for completing the Construction Manager Profile Questionnaire and Certification are included in RFQ Appendix C.</p> <p>The Construction Manager Profile Questionnaire and Certification requests specific legal, financial, and safety information from Submitters, and will require the Submitter to demonstrate it has an <b>available bonding capacity of at least \$250M</b>.</p> <p>The Construction Manager Profile Questionnaire and Certification also requires that the Submitter, Key Participants, Key Personnel, and Subcontractors have all licenses required for construction of the project, including:</p> <ul style="list-style-type: none"> <li>Submitter’s current business licenses (if required by city, county, state, or district)</li> <li>General Contractors license pursuant to PCC 10112.1(a)</li> <li>Registrations and credentials required to conduct and manage the work</li> </ul> <p>The following specialty contractor licensing classifications, and/or certifications are anticipated to be required for construction of the Project:</p> <ul style="list-style-type: none"> <li>A (General Engineering Contractor) and C-16 (Fire Protection Contractor); or A with C-16 Subcontractor</li> <li>C-22 – Asbestos Abatement Contractor or A with ASB – Asbestos Certification and/or HAZ – Hazardous Substance Removal Certification</li> </ul>	<p><b>Pass/Fail Selection Criteria: <u>Legal</u></b></p> <ul style="list-style-type: none"> <li>Submitter has the legal capability to carry out the Project responsibilities potentially allocated to it, as demonstrated by the materials provided in SOQ Attachment 4.2 Construction Manager Profile Questionnaire and Certification. (See RFQ Appendix C)</li> <li>The information disclosed in the SOQ Attachment 4 Construction Manager Profile Information, does not materially adversely affect the Submitter’s ability to carry out the Project responsibilities potentially allocated to it: <ul style="list-style-type: none"> <li>4.1 – Disclosure of Potential Organizational Conflict of Interest Statement.</li> <li>4.2 – Construction Manager Profile Questionnaire and Certification.</li> <li>4.3 – Key Participant Profile Questionnaire and Certification (Provide for each Key Participant).</li> </ul> </li> <li>The Construction Manager is a licensed contractor pursuant to Public Contract Code Section 10112.1(a). The extent to which the Submitter and Key Participants, as applicable, hold all required licenses and/or licensing classifications to conduct the preconstruction and construction Work.</li> <li>Has the Submitter provided a complete SOQ Attachment 4.2 Construction Manager Profile Questionnaire and Certification for itself, without any modifications or conditions?</li> <li>Has the Submitter provided a complete SOQ Attachment 4.3 Key Participant Profile Questionnaire and Certification for each Key Participant, without any modifications or conditions?</li> </ul>	<p><b>Submit in the Separate Sealed envelope</b></p> <p>Does not count towards the overall page limit</p>	<p>Pass / Fail</p>

**Table 5-1. Detailed SOQ Contents Requirements, Selection Criteria and Evaluation Considerations, and Weighting**

SOQ Section	Submittal Requirements	Selection Criteria and Evaluation Considerations	Page Limits	Weighting
	<ul style="list-style-type: none"> <li>California Department of Public Health (CDPH) Certification for lead abatement</li> </ul> <p>Attach the following to the questionnaire:</p> <ul style="list-style-type: none"> <li>Submitter’s Financial Statements and Financial Capacity Information</li> <li>Evidence of Adequate Bonding Capacity</li> <li>Evidence of Capability to Provide Insurance</li> <li>Submitter’s Safety Information</li> </ul> <p><b>4.3 – Key Participant Profile Questionnaire and Certification (Provide for each Key Participant).</b> The Submitter shall provide a completed and verified Key Participant Profile Questionnaire and Certification for each Key Participant on the Submitters Team, in the separate sealed envelope. The Key Participant Profile Questionnaire and Certification is attached as RFQ Appendix, C Attachment 1. Instructions for completing the Key Participant Profile Questionnaire and Certification are included in RFQ Appendix C. Attach the following to each questionnaire:</p> <ul style="list-style-type: none"> <li>Key Participant’s Safety Information</li> </ul>	<p><b>Pass/Fail Selection Criteria: <u>Financial Capacity</u></b></p> <p>The Submitter has demonstrated its financial capability to carry out the Project responsibilities potentially allocated to it, as demonstrated by the materials provided in SOQ Attachment 4, including but not limited to all the following:</p> <ul style="list-style-type: none"> <li>Submitter has demonstrated that its surety and insurance company(ies) are admitted to do business in the State of California.</li> <li>Submitter has demonstrated its surety and insurance company(ies) are rated in the top two categories by two nationally recognized rating agencies or have a rating from A.M. Best’s Financial Strength Rating of A- or better.</li> <li>Submitter has demonstrated its ability to provide bonds in accordance with RFQ Section 6.5.5 and in Document 00610 and Document 00620 of the CMGC Construction Contract, in an amount equal to or exceeding the amount set forth in RFQ Table 5-1 (see requirements for SOQ Attachment 4 Construction Manager Profile Information.)</li> <li>Submitter has provided evidence of capability to provide the required insurance as provided in RFQ Section 6.5.6, in Section 14 of the Preconstruction Services Contract, and in Document 00724, Paragraph 5 of the Construction Contract.</li> </ul> <p><b>Pass/Fail Selection Criteria: <u>Safety Record</u></b></p> <ul style="list-style-type: none"> <li>Experience Modification Rate for the most recent three-year (3-year) period is an average of 1.00 or less, AND</li> <li>Average total recordable injury/illness rate and average lost work rate for the most recent three-year (3-year) period does not exceed the applicable statistical standards for its business category (per U.S. Bureau of Labor Statistics).</li> <li>If the Submitter is a joint venture the Submitter shall provide the safety information for all members of the joint venture. Each member must meet the pass/fail criteria for safety.</li> </ul>		
<b>Available Points Subtotal (Technical Evaluation of SOQs):</b>				<b>65 points</b>
<b>Interview:</b>				<b>35 points</b>
<b>Available Points Total:</b>				<b>100 points</b>

## **5.5 Negotiations of Preliminary Preconstruction Services Scope of Work and Preconstruction Services Price Proposal**

Following the final SOQ evaluations and ranking, the Department will negotiate the compensation for preconstruction services with the most qualified Submitter, pursuant to PCC Section 10112.3(c)(1). If the Department is unable to successfully negotiate the compensation for preconstruction services with the most qualified Submitter, the Department will formally terminate negotiations with the Submitter. The Department may undertake negotiations with the next most qualified Submitter, and so on. If the Department is unable to negotiate a fair and reasonable price with any Submitter, the Department may elect not to award the Preconstruction Services Contract.

The most qualified Submitter will be required to provide:

- An electronic markup showing suggested changes (red lines) to the Preliminary Preconstruction Services Scope of Work.
- An electronic cost proposal (in both Microsoft Excel and PDF format) showing hours per task per individual, proposed all-inclusive hourly rates, and expenses. Hourly rates shall be inclusive of all overhead and profit. Hourly rates of Subcontractors and Subconsultants shall be inclusive of all overhead and profit. Subcontractor and Subconsultant costs may be marked up by 4 percent. All Travel and Per Diem Expenses shall be in accordance with Preconstruction Services Contract Exhibit D, Travel and Per Diem Expenses (provided via Cosmos). See Form F-1 Preconstruction Services Price Proposal and Instructions and Form F-2 Rate Sheets (provided in RFQ Appendix A).

## **6 LIMITATIONS AND OTHER PROJECT REQUIREMENTS**

### **6.1 Department Reserved Rights**

The issuance of this RFQ constitutes only an invitation to present qualifications. This RFQ does not commit the Department to entering into the Preconstruction Services Contract or proceeding with the construction phase of the Project. The Department reserves to itself all rights and discretion available to it under the PCC and other applicable law, including without limitation, the actions listed below. The Department may act, at its sole discretion, with or without cause and with or without notice any of the following:

- Withdraw or cancel this RFQ at any time prior to the execution, by the Department, of a Preconstruction Services Contract, without incurring any cost obligations or liabilities, with or without substitution of another RFQ for any reason whatsoever.
- Supplement, amend, or otherwise modify this RFQ via Addenda, prior to the date of submission of the SOQs.

- Amend any of the services set forth in Appendix E: Preliminary Preconstruction Services Scope of Work, to remove services, or to include services not currently contemplated, at any time prior to execution of the Preconstruction Services Contract.
- Modify the procurement schedule (identified in RFQ Section 4.3) and Project schedule (identified in RFQ Section 2.7) as necessary.
- Issue a new RFQ.
- Waive any immaterial informalities, irregularities, defect, technicality, or omissions in an SOQ.
- Reject any or all SOQs found to be nonresponsive.
- Conduct investigations of each Submitter, Key Participant, Subcontractor or Subconsultant, and their employees, and each Key Personnel. This includes, but is not limited to, reference checking, confirming information provided, gathering additional information, and inspection of any of the projects referenced in any of the SOQs.
- Approve or disapprove of the use of Key Participants and Key Personnel and any substitutions or changes to Key Participants or Key Personnel from those identified in the SOQ.
- Decide not to award a Preconstruction Services Contract for any reason whatsoever.
- Comply with CEQA by, among other things: (i) modifying the Project as may be necessary; (ii) selecting feasible alternatives and mitigation measures to avoid or reduce significant environmental impacts; (iii) balancing the benefits of the Project against any significant environmental impacts prior to taking final action if such significant impacts cannot otherwise be avoided; and/or (iv) determining not to proceed with the Project.

SOQs received become the property of the Department and will not be returned to the Submitter.

In submitting a SOQ in response to this RFQ, the Submitter is specifically acknowledging these rights.

## **6.2 Department Disclaimers**

In issuing this RFQ and undertaking the procurement process contemplated hereby, the Department specifically disclaims the following:

- Any obligation to award or execute a Preconstruction Services Contract pursuant to this RFQ.
- Any obligation to award or execute a Construction Contract in the event the “no build” alternative is selected during the CEQA environmental review process and/or if necessary environmental permits are not issued.
- Subject to RFQ Section 4.10, any obligation to reimburse a Submitter for any costs it incurs under this procurement.

In submitting an SOQ in response to this RFQ, the Submitter is specifically acknowledging these disclaimers.

### **6.3 Challenges**

The decision of the Department as to Submitter selection and the subsequent award of the Preconstruction Services Contract shall be final and shall not be appealable, reviewable, or reopened before the Department in any way.

### **6.4 Public Records Act**

Documents submitted in response to this RFQ are subject to the provisions of the California Public Records Act (Government Code Section 7920 et seq.) and Public Contract Code Sections 10165 and 10112.3 (a)(2). The questionnaires and financial statements are not public records and are not open to public inspection.

With the exception of questionnaires and financial statements, all other documentation and submittals provided to the Department by a Submitter may be considered disclosable public documents under Government Code Section 7920 et seq. upon execution of the Preconstruction Services Contract. The Department will use reasonable efforts to ensure that the questionnaires and financial statements submitted by the non-successful Submitter(s) will, to the extent permitted by law, remain confidential. After a Preconstruction Services Contract is executed or the procurement is terminated, the Department will return this information to the Submitter or destroy it. The Submitter(s) recognize and agree that the Department will not be responsible or liable in any way for any losses that a Submitter may suffer from the disclosure of information or materials to third parties.

Any additional materials requested by the Submitter to be treated as confidential documents, proprietary information, or trade secrets must be clearly identified as such and readily separable from the balance of the SOQ by the Submitter and labeled and addressed in the same manner specified for the Construction Manager Profile Questionnaire and Certification provided in RFQ Appendix C. Such designations will not necessarily be conclusive, and Submitters may be required to justify why such material should not, upon written request, be disclosed by the Department under the Public Records Act. All costs incurred by Submitters associated with any public records request are the responsibility of the Submitters.

In the event of arbitration or litigation, materials requested by the Submitter to be treated as confidential documents, proprietary information, or trade secrets may be subject to discovery, and the Department assumes no responsibility for safeguarding the documents unless the Submitter has obtained an appropriate protective order issued by the arbitrator or the court. In the event of an order or warrant issued by a Court or regulatory body that seeks the designated records, the Department assumes no responsibility for safeguarding the documents, but will provide notice to the Submitter of the order prior to producing any documents.

Submitters' SOQs and scores are available upon written request after the Department awards and executes the Preconstruction Services Contract.

### **6.5 Other Project Requirements**

During preconstruction and/or construction, as specified, the selected Construction Manager will be required to comply with certain commercial requirements as summarized below.

### **6.5.1 Equal Employment Opportunity**

In the performance of the Preconstruction Services Contract and Construction Contract(s), the Construction Manager shall not discriminate against an employee or applicant for employment because of race, color, religious creed, ancestry, sex, gender, age, national origin, physical handicap, medical condition, or marital status. Section 1735 of the Labor Code, Sections 12990 et seq. of the Government Code and Title II, Division 4, Section 8107, Clause (b) of the California Code of Regulations are incorporated herein in full by this reference. Attention is directed to the “Nondiscrimination Clause” that is required by Chapter 5 of Division 4 of Title 2, California Code of Regulations, and to the Standard California Nondiscrimination Construction Contract Specifications under Gov. Code Section 12990.

### **6.5.2 Prevailing Wages and other Labor Code Requirements**

The Preconstruction Services Contract and Construction Contract(s) entail the performance of public work for the purposes of California’s prevailing wage laws, California Labor Code sections 1720 to 1861, Title 8 of the California Code of Regulations, Section 16000 et seq., and related laws, regulations, determinations, and guidance.

Pursuant to Sections 1770 through 1773.9 of the California Labor Code, the Department of Industrial Relations (DIR) has determined the general prevailing rate of per diem wages for the locality in which the Work is to be performed. Applicable rates will be on file for inspection at the office of the Department of Water Resources, Contract Coordination Section, 715 P Street, 4<sup>th</sup> Floor, Sacramento, California 95814. Copies may be obtained from the State of California, DIR, Office of the Director – Research Unit, P. O. Box 420603, San Francisco, California 94142, telephone (415) 703-4774, email [Statistics@dir.ca.gov](mailto:Statistics@dir.ca.gov). Prevailing wage determinations may be obtained over the Internet through California DIR, Office of the Director’s Homepage at <https://www.dir.ca.gov/OPRL/>. The Project is subject to compliance monitoring and enforcement by the DIR.

In addition to complying with other applicable laws, each Submitter submitting an SOQ for the Project must be a DIR Registered Public Works Contractor pursuant to Labor Code Section 1725.5 (“DIR registered contractor”). A Submitter that is not a DIR registered contractor when submitting an SOQ will be deemed “non-qualified.”

Pursuant to Labor Code Section 1725.5. All contractors and subcontractors of any tier, performing public works shall be DIR registered at all times during the performance of the Work. Also, all such contractors and subcontractors must furnish electronic certified payroll records, for work that is considered “public works” under Labor Code Sections 1720 et seq., directly to the Labor Commissioner (of the Division of Labor Standards Enforcement).

### **6.5.3 Small Business, Microbusiness, and Disabled Veteran Business Enterprise**

The Department encourages Submitters to consider opportunities for participation by Small Business (SB), Microbusiness (MB), and Disabled Veteran Business Enterprise (DVBE) for both preconstruction services and construction. An online, searchable database of current SB/MBs and DVBEs and their areas of expertise can be found on the California Department of General Services, Procurement Division website

at [www.caleprocure.ca.gov](http://www.caleprocure.ca.gov). For additional information, contact the Department's Designated Contact identified in RFQ Section 4.4.

#### **6.5.4 Substitution of Securities**

Pursuant to PCC Section 10263, the Contract Manager will be permitted to substitute securities for any monies withheld by the Department as provided by PCC Section 10261.

#### **6.5.5 Bond Requirements**

Should the Department successfully negotiate contract(s) for construction with the Construction Manager, the Construction Manager will be required to submit payment and performance bonds upon execution of the Construction Contracts, in a form approved by the Department, each in the amount of 100 percent of the Agreed Price. See Document 00610 and Document 00620 of the Construction Contract for the required form of Performance Bonds and Payment bonds.

#### **6.5.6 Insurance and Indemnification Requirements**

Should the Department successfully negotiate a Preconstruction Services Contract with the Construction Manager, the Construction Manager will be required to furnish the types and limits of insurance set forth in Section 14 of the Preconstruction Services Contract. Each policy shall be obtained and be in force, with satisfactory evidence thereof submitted to the Department, upon award and prior to the Department's execution of the Preconstruction Services Contract.

Should the Department successfully negotiate a Construction Contract with the Construction Manager, the Construction Manager will be required to furnish the types and limits of insurance set forth in Document 00724 Paragraph 5 of the Construction Contract, prior to the Department's execution of the Construction Contract.

Submitters shall provide evidence of capability to provide insurance as provided in Table 5-1 (RFQ Section 5.4, see requirements for SOQ Attachment 4 – Construction Manager Profile Information and Certification). Submitters shall provide written certification from its insurance company(ies) indicating that the Submitter is capable of obtaining the types of insurance and policy limit requirements specified in Section 14 of the Preconstruction Services Contract, and in Document 00724 Paragraph 5 of the Construction Contract.

In addition, the selected Construction Manager will be required to indemnify the State, its officers, consultants, employees, representatives, and agents with respect to claims arising out of the Preconstruction Services Contract and Construction Contract(s), as specified.

#### **6.5.7 Conflicts of Interest**

The Department has developed a Conflict of Interest (COI) policy for CMGC projects that will be in effect during this Procurement. A copy of the COI policy is enclosed as RFQ Appendix B. The Submitter, its Subconsultants, Subcontractors, and employees of such entities must conform to the Department's COI policy, conflict of interest rules, and regulations as well as the California Political Reform Act and implementing regulations (Government Code Sections 1090 et seq., 81000 et seq.; Title 2 of the California

Code of Regulations Sections 18104-18998). The Department's Standard Contract Provisions regarding Political Reform Act Compliance can be found at the following website:

<https://water.ca.gov/Programs/Engineering-And-Construction/Collaborative-Delivery-Program>

If the Submitter, Subconsultant, Subcontractor, or any of their employees has done any of the following, the Submitter is precluded from submitting an SOQ and from participating in the Project:

- Managed or assisted in the planning of this Project.
- Conducted preliminary study, design, or cost estimation services for this Project.
- Performed design work related to this Project for the Department or the Project stakeholders.
- Performed work on a previous contract that specifically precludes them from participating as a Submitter or joining a Construction Manager.
- Contracted with any other entity or stakeholder to perform oversight on this Project after contract award.
- An employee or former employee of any of the foregoing entities who was involved with this Project while serving as an employee of such entity.

In addition, an entity that is a parent, affiliate, or subsidiary of any of the foregoing entities, or that is under common ownership, control, or management with any of the foregoing entities may be disqualified after the identification and full written disclosure of the organizational financial and other interests to the Department, at the sole discretion of the Department. RFQ Appendix B includes a Conflict of Interest Checklist that may be used by Submitters in screening for potential organizational conflicts of interest.

If an organizational conflict of interest is identified after award of the Preconstruction Services Contract, the Submitter will make an immediate and full written disclosure of the conflict to the Department that includes a description of the action that the Submitter has taken or proposes to take to avoid, neutralize, or mitigate the conflict.

The Submitter, Key Participants, and employees of such entities who provide preconstruction services for this Project are prohibited from competing for or participating in an agreement to provide construction inspection services for this Project. Subconsultants for surveying and materials testing may provide construction services for other Submitters.

Determination of whether a conflict of interest exists, resulting in an unfair competitive advantage and the resolution of a potential or actual conflict of interest is at the sole discretion of the Department. The Department reserves the right to cancel or amend the resulting Preconstruction Services Contract if the successful Submitter failed to disclose a potential conflict which it knew or should have known about, if the Submitter provided information on the Disclosure of Potential Conflict of Interest Certification that is false or misleading, or if the contract was made in violation of Government Code Sections 1090 or 87100.

The Department may determine that an individual working for the Construction Manager or Subcontractors may be a consultant, i.e., a public official, within the meaning of the Political Reform Act,



specifically Government Code § 82048 and Title 2, California Code of Regulations §18700.3. Accordingly, as specified by the Department, such individuals shall complete and submit an electronic Form 700 (Statement of Economic Interests) via the Department’s electronic filing system or an original hard copy of the Form 700 to the Department’s Assistant Filing Officer.

#### **6.5.8 Economic Sanctions Against Russia**

On March 4, 2022, Governor Gavin Newsom issued Executive Order N-6-22 regarding Economic Sanctions against Russia and Russian entities and individuals. “Economic Sanctions” refers to sanctions imposed by the U.S. government in response to Russia’s actions in Ukraine, as well as any sanctions imposed under State law. By submitting a SOQ, the Submitter represents that it is not a target of Economic Sanctions. Should the State determine the Submitter is a target of Economic Sanctions or is conducting prohibited transactions with sanctioned individuals or entities, that shall be grounds for rejection of the Submitter’s SOQ any time prior to contract execution, or, if determined after contract execution, shall be grounds for termination of the Construction Manager by the State.

#### **6.5.9 In-Person Meetings Required**

The Construction Manager shall require Key Personnel to meet in-person with the Department’s Project team to facilitate a cooperative project development process and the regular interaction necessary for the exchange of information during Phase 1: Preconstruction. It is expected that Key Personnel be available for in-person meetings with the Department in the Sacramento Area during key times of the design development process. Such times, durations, and specific personnel shall be mutually agreed upon but shall, at a minimum, include the assumptions listed in the Preconstruction Services Scope of Work, (RFQ Appendix E).

#### **6.5.10 In-Use Off-Road Diesel-Fueled Fleets**

Effective on January 1, 2024, Title 13, California Code of Regulations section 2449(i) requires, for regulated vehicles, the prime contractor or public works awarding body, as applicable, to obtain copies of the valid Certificates of Reported Compliance for the fleet selected for the contract and their listed subcontractors, if applicable, prior to entering into a new or renewed contract with that fleet.

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## **APPENDIX A: FORMS**

### Appendix A – Table of Contents

1. Form A Transmittal Letter
2. Form B Submitter SOQ Certification
3. Form C Proposed Key Personnel Information
4. Form D Project Description
5. Form E Non-Disclosure Agreement
6. Form F-1 Preconstruction Services Price Proposal and Instructions and F-2 Rate Sheets
7. Form G Featured Project Experience Matrix

NOTE: A SOQ may be rejected if conditional or incomplete, or if it contains any alterations of form, modified form language, or other irregularities of any kind. The Department will not accept alternate language from a Submitter.

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**FORM A TRANSMITTAL LETTER**

SOQ Date:

California Department of Water Resources  
Division of Engineering - Collaborative Delivery Program  
Attention: Kevan Samsam, Project Delivery Manager  
715 P Street, 4<sup>th</sup> Floor  
Sacramento, California 95814

The undersigned (Submitter) submits this Statement of Qualification submittal (this SOQ) in response to that certain Request for Qualifications dated as of **[Note to Submitter: Insert Date]** (as amended, the RFQ), issued by California Department of Water Resources (Department) to provide preconstruction services and construct the related facilities within the San Joaquin Field Division (SJFD) Fire Safety Modernization Project, as described in the RFQ. Enclosed, and by this reference incorporated herein and made a part of this SOQ, are the following:

**SOQ**

- SOQ Section 1. Transmittal Letter (this Form A)
- SOQ Section 2. Executive Summary
- SOQ Section 3. Team Organization and Capacity to Conduct the Work
- SOQ Section 4. Project Management Experience and Capabilities, including Collaboration and Effective Use of Collaborative Delivery
- SOQ Section 5. Team Technical Qualifications and Experience
- SOQ Section 6. Project Understanding and Approach
- SOQ Attachments
  - SOQ Attachment 1. Key Personnel Information
  - SOQ Attachment 2. Project Experience Matrix and Project Descriptions
  - SOQ Attachment 3. Submitter's Agreement and Certification

**Separate Sealed Envelope:**

- SOQ Attachment 4. Construction Manager Profile Information
  - 4.1 Disclosure of Potential Conflict of Interest Certification
  - 4.2 Construction Manager Profile Questionnaire and Certification
  - 4.3 Key Participant Profile Questionnaire and Certification(s)

Submitter acknowledges receipt, understanding, and full consideration of all materials posted on Cosmos and/or the Cal eProcure website as set forth in RFQ Section 1.5, and the following Addenda and sets of questions and answers to the RFQ:

- **[Note to Submitter: Submitter to list any Addenda to this RFQ and/or sets of questions and answers by dates and numbers prior to executing Form A]**

Submitter represents and warrants that it has read the RFQ and agrees to abide by the contents and terms of the RFQ and the SOQ. If the Submitter consists of more than one entity, all members of the Submitter entity agree to accept joint and several liability to the Department for performance under the Preconstruction Services Contract. Submitter understands that the Department is not bound to award a Preconstruction Services Contract and may reject each SOQ the Department may receive. Submitter further understands that all costs and expenses incurred by it in preparing this SOQ and participating in the Project procurement process will be borne solely by the Submitter.

The undersigned (Submitter) certifies under penalty of perjury under the laws of the State of California that the information provided in the SOQ is true and correct. If the Submitter is a partnership, limited partnership, joint venture, or other association, all members of the Submitter shall certify that the information provided in the SOQ is true and correct.

Submitter agrees that the Department will not be responsible for any errors, omissions, inaccuracies, or incomplete statements in this SOQ. This SOQ shall be governed by and construed in all respects according to the laws of the State of California:

Submitter's business address:

Address Line 1: \_\_\_\_\_  
Address Line 2: \_\_\_\_\_  
State or Country of Incorporation/ Formation/Organization: \_\_\_\_\_

1. Sample signature block for corporation or limited liability company:

**[Submitter's name]**

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

2. Sample signature block for partnership or joint venture:

**[Submitter's name]**

**[Other Partners]**

Signature: _____	Signature: _____
Printed Name: _____	Printed Name: _____
Title: _____	Title: _____
Date: _____	Date: _____

**[Note to Submitters: Add signatures of other partners as appropriate]**

3. Sample signature block for attorney in fact:

**[Submitter's name]**

Signature: \_\_\_\_\_  
Printed Name: \_\_\_\_\_  
Attorney in Fact \_\_\_\_\_  
Date: \_\_\_\_\_

**ACKNOWLEDGMENT**

A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

State of California

County of \_\_\_\_\_)

On \_\_\_\_\_ before me, \_\_\_\_\_,  
(insert name and title of the officer)

Personally appeared who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s) or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

Signature \_\_\_\_\_

(Seal)

ADA Notice: For individuals with sensory disabilities, this document may be available in alternate formats. For alternate format information call (916) 445-1233, TTY 711, or write Records and Forms Management, 1120 N Street, MS-89, Sacramento, CA 95814.

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**FORM B SUBMITTER SOQ CERTIFICATION**

A COPY OF THIS CERTIFICATION SHALL BE COMPLETED AND SIGNED BY SUBMITTER AND, IF A SUBMITTER IS A PARTNERSHIP, LIMITED PARTNERSHIP, JOINT VENTURE OR OTHER ASSOCIATION, THEN A SEPARATE CERTIFICATION SHALL BE SIGNED BY AN AUTHORIZED REPRESENTATIVE OF EACH MEMBER AND SUBMITTED WITH THE STATEMENT OF QUALIFICATIONS.

**DECLARATION**

STATE OF \_\_\_\_\_

COUNTY OF \_\_\_\_\_

I, (printed name) \_\_\_\_\_, being first duly sworn,  
state that I am the (title) \_\_\_\_\_ of the Submitter.

I certify that I have read and understood the information contained in the Request for Qualifications issued by the California Department of Water Resources for the San Joaquin Field Division (SJFD) Fire Safety Modernization Project and the attached Statement of Qualifications (SOQ), and that to the best of my knowledge and belief all information contained herein and submitted concurrently or in supplemental documents with this SOQ is complete, current, and true. I further acknowledge that any false, deceptive, or fraudulent statements or omission of material statements in the SOQ will result in disqualification.

**[Submitter's name or other partner's name]**

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

**[Note to Submitters: Add signatures of other partners as appropriate]**

**ACKNOWLEDGMENT**

A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

State of California

County of \_\_\_\_\_

On \_\_\_\_\_ before me, \_\_\_\_\_,

(insert name and title of the officer)

Personally appeared who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s) or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

Signature \_\_\_\_\_

(Seal)

**NOTICE TO APPLICANTS:**

A material false statement, omission, or fraudulent inducement made in connection with this Statement of Qualifications is sufficient cause for denial of the application. In addition, such false submission may subject the person or entity making the false statement to criminal charges. (Title 18 USC 1001, false statements; California Penal Code Section 132, offering altered or antedated or forged documents or records; and Section 134, preparing false documentary evidence).

**FORM C PROPOSED KEY PERSONNEL INFORMATION**

<b>Name of Submitter</b>	
--------------------------	--

Instructions for Form completion: Responses shall be addressed within the table below. If additional space be needed to adequately respond, Submitter is advised to increase the number of lines within the table as appropriate. This Form C may be reformatted, but must contain the information requested, in the order identified below. Form C has no SOQ page limitation.

Position	Key Personnel Name	Firm Affiliation	Years of Experience	Education and Registrations	Summary of How Experience is Relevant to the Project
Project Manager					
Preconstruction Services Manager					
Construction Manager					
Quality Manager					
Lead Estimator/ Scheduler					
Safety Manager					

Position	Key Personnel Name	Firm Affiliation	Years of Experience	Education and Registrations	Summary of How Experience is Relevant to the Project
Certified Industrial Hygienist (CIH)					
Project Administrator					
Up to two (2) Additional Key Personnel Proposed by Submitter [add rows as necessary]					

**FORM D PROJECT DESCRIPTION**

<b>Name of Submitter</b>	
--------------------------	--

Instructions for form completion: Form D is limited to a maximum of four (4) pages for each completed project. This Form D may be reformatted, but must contain the information requested, in the order identified below. Project Descriptions marked as “Confidential” and do not include references are not acceptable.

<b>Identify Submitter, Key Participants and Key Personnel involvement</b>					
Name of Project:					
Contract/Project No.:					
Owner’s Reference Contact Information <div style="text-align: right; padding-right: 10px;">Name:</div> <div style="text-align: right; padding-right: 10px;">Phone number:</div> <div style="text-align: right; padding-right: 10px;">e-mail address:</div>					
Dates of work and/or warranty periods					
Delivery Method:	<input type="checkbox"/> Design-Bid-Build	<input type="checkbox"/> CMGC, GCCM, or CMAR	<input type="checkbox"/> Progressive Design-Build	<input type="checkbox"/> Fixed Price Design-Build	<input type="checkbox"/> Other (Describe): _____
A narrative describing the project:					

<b>Identify Submitter, Key Participants and Key Personnel involvement</b>	
Description of the services provided, and percentage of the overall project actually performed by Submitter and each Key Participant(s) (firms).	
Description of services and level of involvement provided by Key Personnel (individual(s))	
Scheduled Completion Date:	
Actual Completion Date, including an explanation for differences in scheduled vs. actual completion date, if any.	
Initial contract price:	
Final contract price for the project, including the quantity and dollar value of contract modifications and claims, and an explanation of the causes for construction contract change(s), whether upward or downward.	
Dispute Review Board history including subjects and outcomes.	

**FORM E NON-DISCLOSURE AGREEMENT**

**CONFIDENTIALITY AND NON-DISCLOSURE AGREEMENT**

The California Department of Water Resources (Department) agrees to furnish \_\_\_\_\_,  
(Document Recipient) with certain confidential information and documents pertaining to the following  
State-related project:

Project Reference No.:

\_\_\_\_\_

Project Title (hereafter Project):

\_\_\_\_\_

Submitters will have access to documents that may include confidential and sensitive information (Confidential Information). To allow for information sharing, the Department must ensure that such sensitive information is securely managed and stored. Accordingly, prior to receipt of confidential information, Submitters must agree to the following terms and conditions:

1. Document Recipient agrees to hold the above-described confidential information in trust and confidence and agrees that it will be used only for Project purposes and must not be used for any other purpose or be disclosed to any third party, except as may be required by law.
2. By accepting and using the above-described confidential information, Document Recipient expressly agrees to treat such documents as confidential.
3. Copies, reproductions, or alterations in any form, including but not limited to paper copies and electronically formatted copies, must not be disclosed or distributed, directly or indirectly, to any third party without the written consent of the Department. If, after obtaining such consent, Document Recipient provides, for Project-related purposes, any or all of such documents to a consultant, subconsultant, or other third party(ies) who are not an employee of Document Recipient, then Document Recipient must obtain from such consultant, subconsultant, or other third party(ies) a written confidentiality and nondisclosure agreement from each such firm/entity/ person, prior to such disclosure in a form substantially similar to this confidentiality and nondisclosure agreement. All copies that are distributed for approved use must be maintained in a log by Document Recipient. The log will include the name of the individual, their title or position, company or agency name (if applicable), address, email, and phone number. Logs must be made available for Department review upon request.

4. Document Recipient takes all necessary measures to protect confidential information to which it or its Affiliates gain access from unauthorized access (accidental or intentional), modification, destruction, or disclosure. These measures may include but are not limited to: password protection of electronic data, encrypted transmission of electronic data, and secure mailing and locked storage of paper and taped copies. Such measures may also include establishment of secure workstations and maintenance of a secure workstation access log. Document Recipient must also apply appropriate security patches and upgrades and keep virus software up to date on all systems on which confidential information may be used.
5. Document Recipient must ensure that all media, including electronic media, containing confidential information, to which they are given access are protected at the level of the most confidential or sensitive piece of data on the media.
6. Document Recipients allowed access to confidential information must be limited to those persons with a demonstrable business need for such access. Submitter/Proposer/Design-Build Entity/Construction Manager must maintain a current listing of all personnel with access to confidential information.
7. Document Recipient must notify Department promptly if a security breach involving confidential information occurs or if Submitter/Proposer/Design-Build Entity/Construction Manager becomes legally compelled to disclose any confidential information.
8. At the conclusion of the proposed work for which the above-described confidential information was furnished or upon demand by the Department, all confidential information and any copies of documents referenced above, must be returned to the Department, or certified by Document Recipient as having been destroyed. The Department, at its sole discretion, may demand that all written notes, photographs, sketches, models, or memoranda which were developed or derived from or reflect information obtained from the above confidential referenced information be turned over to the Department.
9. By accepting and using the above referenced confidential information, Document Recipient agrees to indemnify, defend, and hold harmless the Department, its directors, officers, employees, and agents from and against any claims, damages, losses, liabilities, and costs relating in any manner, directly or indirectly, to the use of such documents furnished by the Department pursuant to this Agreement.
10. With respect to any and all third-party claims, Document Recipient further waives any and all rights to any type of express or implied indemnity against the Department, its directors, officers, employees, and agents.



I, \_\_\_\_\_, **(Please print or type information)** am representing **(Document Recipient's Name and Contact Information)**:

Company / Agency:

\_\_\_\_\_

Address:

\_\_\_\_\_

Email Address:

\_\_\_\_\_

Telephone No.:

\_\_\_\_\_

and verify that I am representing (check one):

- 1. A governmental agency, acting within the scope of my employment or function.
- 2. A consultant, contractor, subcontractor, or bidder doing business with or on behalf of the State of California Department of Water Resources (Department).
- 3. An encroachment permit applicant or holder who needs the confidential information for the following reasons:

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

- 4. Other person who needs the confidential information for the following reasons:

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

**On behalf of Document Recipient \_\_\_\_\_, I have read the above confidentiality and nondisclosure agreement and agree to the terms thereof.**

Document Recipient Representative:

\_\_\_\_\_  
Print Name

\_\_\_\_\_  
Print Title

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Date

**FORM F-1 PRECONSTRUCTION SERVICES PRICE PROPOSAL AND INSTRUCTIONS and  
FORM F-2 RATE SHEETS**

This form is posted as a separate Microsoft Excel document on Cosmos.

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**FORM G FEATURED PROJECT EXPERIENCE MATRIX**

Project Experience Matrix	Key Personnel and Roles	EXPERIENCE CATEGORIES							
		Installation of fire & related systems at an operational pumping plant with operating high-voltage equipment	Installation of advanced (commercial / industrial / special hazard) fire detection	Installation of alarm systems and emergency communication systems	Installation of fire suppression systems (if applicable, check all that apply)	Work with the Office of the State Fire Marshal	Hazardous materials and asbestos surveys and abatement	Experience w/CMGC or other collaborative delivery	Commissioning Experience including preparation of commissioning plans for combined systems under the 2024 National Fire Protection Association NFPA 4
<b>Featured Project 1 [Title]</b> (title should match detailed accompanying Project Description)									
<p>[Submitter and/or Key Participant's name]</p> <p>Submitter and/or Key Participant's Role on Featured project (e.g., General Contractor, Subcontractor etc.)</p>	List all Key Personnel who worked on the Featured Project and their roles	<p><b>X</b></p> <p>(Example: place an "X" if project meets this experience category)</p>			<input type="checkbox"/> Deluge <input type="checkbox"/> CO2 <input type="checkbox"/> Clean Agent <input type="checkbox"/> Water mist <input type="checkbox"/> In-cabinet				
<b>Featured Project 2 [Title]</b> (title should match detailed accompanying Project Description)									
<p>[Submitter and/or Key Participant's name]</p> <p>Submitter and/or Key Participant's Role on Featured project (e.g., General Contractor, Subcontractor etc.)</p>	List all Key Personnel who worked on the Featured Project and their roles				<input type="checkbox"/> Deluge <input type="checkbox"/> CO2 <input type="checkbox"/> Clean Agent <input type="checkbox"/> Water mist <input type="checkbox"/> In-cabinet				

Project Experience Matrix	Key Personnel and Roles	EXPERIENCE CATEGORIES							
		Installation of fire & related systems at an operational pumping plant with operating high-voltage equipment	Installation of advanced (commercial / industrial / special hazard) fire detection	Installation of alarm systems and emergency communication systems	Installation of fire suppression systems (if applicable, check all that apply)	Work with the Office of the State Fire Marshal	Hazardous materials and asbestos surveys and abatement	Experience w/CMGC or other collaborative delivery	Commissioning Experience including preparation of commissioning plans for combined systems under the 2024 National Fire Protection Association NFPA 4
<p><b>Featured Project 3 [Title]</b> (title should match detailed accompanying Project Description)</p>									
<p><b>[Submitter and/or Key Participant's name]</b></p> <p>Submitter and/or Key Participant's Role on Featured project (e.g., General Contractor, Subcontractor etc.)</p>	List all Key Personnel who worked on the Featured Project and their roles				<input type="checkbox"/> Deluge <input type="checkbox"/> CO2 <input type="checkbox"/> Clean Agent <input type="checkbox"/> Water mist <input type="checkbox"/> In-cabinet				
<p><b>Featured Project 4 [Title]</b> (title should match detailed accompanying Project Description)</p>									
<p><b>[Submitter and/or Key Participant's name]</b></p> <p>Submitter and/or Key Participant's Role on Featured project (e.g., General Contractor, Subcontractor etc.)</p>	List all Key Personnel who worked on the Featured Project and their roles				<input type="checkbox"/> Deluge <input type="checkbox"/> CO2 <input type="checkbox"/> Clean Agent <input type="checkbox"/> Water mist <input type="checkbox"/> In-cabinet				

Project Experience Matrix	Key Personnel and Roles	EXPERIENCE CATEGORIES							
		Installation of fire & related systems at an operational pumping plant with operating high-voltage equipment	Installation of advanced (commercial / industrial / special hazard) fire detection	Installation of alarm systems and emergency communication systems	Installation of fire suppression systems (if applicable, check all that apply)	Work with the Office of the State Fire Marshal	Hazardous materials and asbestos surveys and abatement	Experience w/CMGC or other collaborative delivery	Commissioning Experience including preparation of commissioning plans for combined systems under the 2024 National Fire Protection Association NFPA 4
<b>Featured Project 5 [Title]</b> (title should match detailed accompanying Project Description)									
<p><b>[Submitter and/or Key Participant's name]</b></p> <p>Submitter and/or Key Participant's Role on Featured project (e.g., General Contractor, Subcontractor etc.)</p>	List all Key Personnel who worked on the Featured Project and their roles				<input type="checkbox"/> Deluge <input type="checkbox"/> CO2 <input type="checkbox"/> Clean Agent <input type="checkbox"/> Water mist <input type="checkbox"/> In-cabinet				

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**APPENDIX B: ORGANIZATIONAL CONFLICT OF INTEREST POLICY FOR CONSTRUCTION  
MANAGER/GENERAL CONTRACTOR (CMGC) PROJECT DELIVERY**

Appendix B – Table of Contents

1. Organizational Conflict of Interest Policy for Construction Manager/General Contractor Project Delivery
2. Attachment 1: Disclosure of Potential Organizational Conflict of Interest Statement (Disclosure Statement)

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## ORGANIZATIONAL CONFLICT OF INTEREST POLICY FOR CONSTRUCTION MANAGER/GENERAL CONTRACTOR (CMGC) PROJECT DELIVERY

### A. PURPOSE AND GOALS

This Appendix B sets forth the Conflict of Interest Policy and requirements applicable to Submitters, Construction Managers, and their respective Construction Manager/General Contractor (CMGC) Team members in connection with CMGC Projects procured pursuant to Public Contract Code (PCC) Sections 10112-10112.10.

The Department's goals in adopting these policies and requirements include:

1. Protecting the integrity, transparency, competitiveness, and fairness of CMGC Projects.
2. Avoiding circumstances where a Submitter or Construction Managers obtains, or appears to obtain, an unfair competitive advantage as a result of any Conflict of Interest.
3. Providing guidance to prospective Submitters and Construction Managers in establishing teams, and for any requested substitutions of team members, for a CMGC Project.
4. Providing guidance to Construction Managers on procuring subcontractors under PCC Section 10112.5.
5. Ensuring compliance with applicable Legal Requirements.

### B. DEFINITIONS

For the purposes of this Appendix B, the following terms have the following meanings.

1. **Conflict of Interest** means a circumstance arising out of existing or past activities, business or financial interests, familial relationships, contractual relationships, and/or organizational structure (i.e., parent entities, subsidiaries, affiliates, etc.) of a Submitter, Construction Manager or any CMGC team members that results in, or could reasonably be perceived to result in:
  - a. impairment or potential impairment of the Submitter's or Construction Manager's ability to render impartial assistance or advice to the Department, or of its objectivity in performing work for the Department;

- b. an unfair competitive advantage for any Submitter with respect to the procurement process for the CMGC Project, including access to information that is not generally available to the other Submitters, or prior participation in establishing the ground rules for the procurement by developing specifications, evaluation criteria, or similar documents;
  - c. any involvement of the CMGC Team in this Project, including association with the entities listed in the Request for Qualifications Section 4.8 Ineligible Firms.
  - d. participation in more than one Submitter's CMGC team by any member of any team;
  - e. violation of any Legal Requirements; or
  - f. a perception or appearance of impropriety with respect to the project delivery process for the CMGC Project (regardless of whether any such perception is accurate).
- 2. **CMGC Project** means a project for which the Department procures preconstruction and construction services from a single entity pursuant to PCC Section 10112-10112.10.
  - 3. **CMGC team** means all Key Personnel and Key Participants, other subconsultants and subcontractors, and employees of such entities.
  - 4. **Disclosure Statement** means a "Disclosure of Potential Organizational Conflict of Interest Statement" in the form attached as Attachment 1 to this Appendix B.
  - 5. **Legal Requirements** means all statutes, regulations, case law, and other legal authorities applicable to the existence, prevention, or curing of Conflicts of Interests in connection with the Department's activities, including without limitation: Government Code Section 1090 *et seq.*, the California Political Reform Act, Government Code Section 81000 *et seq.*; and PCC Section 10410 *et seq.*
  - 6. **Submitter** means any individual or entity that is currently performing, has previously performed, or is seeking to perform professional, consulting, or other services for the Department by responding to a request for qualifications and employees of the individual or entity.

### C. OBLIGATION TO DISCLOSE CONFLICTS OF INTEREST

Each Submitter and Construction Manager is responsible for determining whether an actual, potential, or perceived Conflict of Interest exists with respect to itself and its CMGC team members. This obligation will continue throughout the CMGC Project.

Each Submitter is required to provide to the Department, as part of any response to a request for qualifications, a Disclosure Statement stating:

1. Whether any actual, potential, or perceived Conflict of Interest exists, and
2. If any actual, potential or perceived Conflict of Interests does or may exist:
  - a. disclosing all relevant facts, and
  - b. providing information regarding the steps Submitter or its CMGC team member has taken, or proposes to take, to mitigate or eliminate any such actual, potential, or perceived Conflict of Interest.

The obligation to disclose actual, potential, and perceived Conflicts of Interest is ongoing throughout the applicable CMGC Project procurement and the performance of the applicable preconstruction and construction contracts. Submitters and Construction Managers must periodically undertake appropriate due diligence to determine whether new actual, potential, or perceived Conflicts of Interest have arisen. If, during the course of a procurement or the performance of a CMGC Project information is discovered requiring disclosure, the Submitter or Construction Manager must promptly submit a revised Disclosure Statement to the Department in accordance with the provisions of the applicable procurement documents or contract relating to communications with the Department.

#### **D. REVIEW OF DISCLOSURES BY THE DEPARTMENT**

Based upon a review of the information submitted by a Submitter or Construction Manager on its Disclosure Statement, the Department may determine that an actual, potential, or perceived Conflict of Interest exists. If this occurs, the Department may identify actions that must be taken to avoid, eliminate, or mitigate such conflict. Alternatively, the Department may disqualify the Submitter as a result of the conflict, or may advise the Submitter that one or more team members must be removed. The Department may also terminate any existing contract with the Construction Manager.

Submitters and Construction Managers shall have an ongoing responsibility to keep informed of, and to comply with, all applicable laws, including those related to conflict of interest and potential conflict of interest matters. Submitters and Construction Manager are cautioned that any Department action or decision pertinent to such matters does not constitute an opinion, guidance, or advice. Submitters and Construction Managers are encouraged to discuss such matters with their legal counsel, being especially aware that conflict of interest laws are complex and that violations thereof by can have severe legal consequences to them, including possibility of criminal prosecution and voiding of the preconstruction services and construction contracts.

#### **E. FAILURE TO COMPLY**

If the Department determines that an actual, potential, or perceived Conflict of Interest exists, or if a Submitter, Construction Manager, or any CMGC team members fails to comply with the requirements

set forth herein or otherwise fails to timely disclose an actual, potential, or perceived Conflict of Interest, the Department may, in its sole discretion:

1. Preclude and/or disqualify the affected individuals and entities from participation in the CMGC Project.
2. Require the affected individuals and entities to implement mitigation measures.
3. Terminate existing contracts.
4. Pursue any and all other rights and remedies available at law, in equity, or set forth in applicable procurement or contract documents, which rights and remedies shall include the right to seek any and all direct or indirect costs and damages resulting from the individual's or entity's failure to comply with this Policy, including, but not limited to, costs resulting from third-party challenges to the procurement or the Department's re-procurement of the CMGC Project.
5. Prove notices or referrals to regulatory and enforcement entities for disclosure purposes or possible investigation and enforcement actions.



**ATTACHMENT 1: DISCLOSURE OF POTENTIAL ORGANIZATIONAL CONFLICT OF INTEREST  
STATEMENT (DISCLOSURE STATEMENT)**

Having had the opportunity to review the Department of Water Resources' Organizational Conflict of Interest Policy for Construction Manager General Contractor (CMGC) Project Delivery, the Submitter hereby indicates that it has, to the best of its knowledge and belief:

- Determined that no actual, potential, or perceived Conflict of Interest exists.
- Determined that an actual, potential, or perceived Conflict of Interest exists as follows: ***(describe 1) the nature of the actual, potential, or perceived Conflict(s) of Interest, and 2) measures proposed to mitigate or eliminate the actual, potential, or perceived Conflict(s) of Interest – attach additional sheets, as needed.)***

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Name of Submitter or Construction Manager: \_\_\_\_\_

Authorized Representative's Name: \_\_\_\_\_

E-mail: \_\_\_\_\_

Telephone: \_\_\_\_\_

Signature: \_\_\_\_\_

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

Submitters and Construction Managers shall have an ongoing responsibility to keep informed of, and to comply with, all applicable laws, including those related to conflict of interest and potential conflict of interest matters. Submitters and Construction Managers are cautioned that any Department action or decision pertinent to such matters does not constitute an opinion, guidance, or advice. Submitters and Construction Managers are encouraged to discuss such matters with their legal counsel, being especially aware that conflict of interest laws are complex and that violations thereof can have severe legal consequences, including possibility of criminal prosecution and voiding of the preconstruction services and construction contracts.

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**APPENDIX C: CONSTRUCTION MANAGER PROFILE QUESTIONNAIRE AND CERTIFICATION**

*Note to Submitters: Provide a completed and verified Construction Manager Profile Questionnaire and Certification in a separate sealed envelope, pursuant to RFQ Section 5.2.*

Name of Submitter:

Date Submitted:

Preparer's Name:

Contract No.:

CM-2023-1

**INSTRUCTIONS FOR COMPLETING THE CONSTRUCTION MANAGER PROFILE QUESTIONNAIRE AND CERTIFICATION AND THE KEY PARTICIPANT PROFILE QUESTIONNAIRE AND CERTIFICATION**

1. The Submitter, who will serve as the Construction Manager, shall complete this Construction Manager Profile Questionnaire and Certification. If the Submitter is a joint venture, proprietorship, partnership, limited partnership, corporation, professional corporation, limited liability company, business association, or other legal entity however organized, then each entity shall complete this Questionnaire. Each entity must meet the pass-fail selection criteria identified in RFQ Table 5-1.
2. Key Participants shall complete Appendix C, Attachment 1, Key Participant Profile Questionnaire and Certification.
3. The Questionnaire shall be completed by a person in the entity who is knowledgeable of, and duly authorized to, attest to the past and present operations of the entity and its policies. A corporate officer, owner, or partner, as appropriate, shall sign the Construction Manager Profile Certification or the Key Participant Profile Certification.
4. All questions shall be answered completely. Disclaimers, general statements with global qualifications, or notations of "Not Applicable" are not acceptable.
5. If a "Yes" response is provided to any question in this Section III or Section IV of this Questionnaire, the Submitter shall provide applicable details on a separate sheet of paper, including:
  - a. For civil court proceedings: a brief summary of the proceeding; a list of the causes of action; identification of the plaintiffs and defendants; case number; identification of the court; a summary of how the litigation was resolved and related documentation (e.g., a copy of the judgment or settlement agreement)
  - b. For criminal court proceedings: identification of the defendant(s); list of the charges filed; identification of government entity that brought the charges and the court; case number; and a summary of how the proceeding was resolved and related documentation (e.g., a copy of court or jury findings or a plea agreement)

- c. For arbitration: identification of the parties; a summary of the claims made; the location of the arbitration and identification of the arbitrator(s); a summary of how the arbitration was resolved and related documentation (e.g., a copy of the decision or settlement agreement)
- d. For an administration proceeding: identification of the government entity that prosecuted the administrative action; case or matter number; the parties subject to the action; a description of the claims made by the government entity; a summary of how the proceeding was resolved and related documentation (e.g., a copy of the decision or settlement agreement)

Please note that a “Yes” answer to any question does not automatically result in disqualification for a particular procurement, *unless the question specifically states that a “Yes” answer will result in disqualification.*

Questions denoted with a red asterisk [ Yes \*] indicate that a “Yes” answer will result in disqualification.

- 6. Refer to RFQ Table 5-1 (see requirements for SOQ Attachment 4 Construction Manager Profile Information) for the Questionnaire submittal requirements.
- 7. The Department reserves the right to ask for additional documentation if it is reasonably required to make a determination of integrity and responsibility relevant to the goods or services the Submitter will provide to the Department if awarded a Preconstruction Services Contract or Construction Contract(s).
- 8. For Section III Contracting, Criminal, And Licensing History; Disbarment; And Bankruptcy, the duration of reporting is 5 years unless stated otherwise.

**SECTION I: IDENTIFICATION OF SUBMITTER**

Name of Submitter:	
Address:	
(Mailing Address, if different from above)	
Tax ID or SSN (If doing business under a DBA or other name, include legal name of the company and Tax ID No., if different)	
Primary Company Telephone Number:	
Submitter's Representative:	
Print or Type Name:	_____
Position:	_____
E-mail:	_____
Telephone Number:	_____
Corporation or Limited Liability Company: Date and State of Incorporation:	
Limited Partnership (LP), Limited Liability Partnership (LLP), General Partnership (GP): Date and State of Partnership filing:	
Other (describe):	
List general type of business in which Submitter is engaged (may include more than one):	

**SECTION II – CONSTRUCTION MANAGER, KEY PARTICIPANTS, AND KEY PERSONNEL**

**A. Submitter Information**

- i. If the Submitter is a privately held corporation, limited liability company, partnership, or joint venture, provide a listing of all of the shareholders, partners, or members known at the time of Statement of Qualification submission who will perform work on the Project. (PCC Section 10112.3(a)(1)(A).)
- ii. Provide complete copies of the organizational and regulatory documents that allow, or would allow by the time of execution of the Preconstruction Services Contract, the Submitter to conduct business in the State of California.

- iii. If the Submitter is an association, provide a copy of the agreement creating the association and specifying that all partners or association members agree to be fully liable for the performance under the Preconstruction Services Contract, and if awarded, any Construction Contract(s).
- iv. If the Submitter is a corporation, limited liability company, partnership, joint venture, or other legal entity, provide a copy of the organizational documents or agreement committing to form the organization.

**B. Submitter, Key Participants and Key Personnel**

Name and business address of Submitter, each Key Participant and Key Personnel	CSLB License No. and any other specialty licenses and license No.	DIR Registration No.	Professional Licensing	Items or Portions of Work to be Performed	SB/MB/DVBE Participant (Indicate Type)
[add rows as necessary]					

Submitter, and each Key Participants and Key Personnel must provide copies of any licenses, registration, and credentials required to perform work on the Project. The Submitter shall be a licensed General Contractor. Submitter shall include information on specialty licenses and/or specialty certifications as required in RFQ Table 5-1 (see requirements for SOQ Attachment 4 Construction Manager Profile Information).

If items or portions of Work to be performed require a specialty license and/or certification as a requirement but will be subcontracted after award of the Preconstruction Services Contract, please identify the specific type of Work and required specialty license and/or certification.

**SECTION III – CONTRACTING, CRIMINAL, AND LICENSING HISTORY; DISBARMENT; AND BANKRUPTCY**

Questions denoted with a red asterisk [ Yes \*] indicate that a “Yes” answer will result in disqualification.

Any “Yes” answers to questions in Section III shall be fully explained on a separate sheet of paper and attached to this application.

**A. Contracting History and Disputes**

Has there been any instance in which the Submitter, or its owners, officers, or managing employees, defaulted on a construction contract or had a contract terminated for any reason? (PCC Section 10112.3(a)(1)(G).)

No

Yes

Has the Submitter been involved in a contract dispute with the owner of a public works project, greater than \$50,000 on public works projects that have been resolved or are in the process of being resolved through settlement, alternative dispute resolution (e.g., dispute review board), mediation, arbitration, or litigation? If yes, in your explanation please identify the Project owner, provide a short Project description, state the bid price and the disputed amount, and summarize results of any resolved disputes and status of unresolved disputes.

No

Yes

Has any work the Submitter was obligated to perform been completed by a surety?

No

Yes

**B. Criminal History**

i. Has the Submitter, any of its principals, or officers been convicted by a court of competent jurisdiction, or currently charged by a Federal, state, or local agency, in connection with the bidding upon or submittal of a SOQ or proposal, award of, or performance of, any public works contract, as defined in Public Contract Code Section 1101, with any public entity, as defined in Public Contract Code Section 1100, with any of the following:

Antitrust statutes, including price fixing collusion and bid rigging?

No

Yes \*

Fraud, bribery, collusion, conspiracy, or any other act in violation of any state or federal antitrust law?

No

Yes \*

- ii. In accordance with Public Contract Code Section 10232, does the Submitter have no more than one final unappealable finding of contempt of court by a federal court issued against it within the immediately preceding two-year period because of Submitter's failure to comply with an order of a federal court which orders Submitter to comply with an order of the National Labor Relations Board?

No

Yes \*

C. Licensing History

For the Submitter and each member of the Construction Manager's team, has there been any revocations or suspensions of any license, credential, or registration?

No

Yes

Have there been any violations of the Contractors' State License Law, as described in Chapter 9 (commencing with Section 7000) of Division 3 of the Business and Professions Code, excluding alleged violations of federal or state law regarding the payment of wages, benefits, apprenticeship requirements, or personal income tax withholding, or Federal Insurance Contribution Act withholding requirements settled or otherwise resolved against any member of the Submitter?

No

Yes

D. Conflict of Interest

Have there been any penalties, fines, or convictions for violation of any law or regulation relating to a conflict of interest with respect to a government funded procurement?

No

Yes

E. Disbarment, Non-Responsibility, and Bankruptcy

Has any member of the Submitter, any officer of such Submitter, or any employee of such Submitter who has a proprietary interest in such Submitter, ever been disbarred, disqualified, removed, or otherwise prevented from bidding on, submitting a SOQ or Proposal, or otherwise completing a federal, state, or local government public works project for any reason, including a violation of law? If so, explain the consequences.

No

Yes

Has the Submitter participated in a public works procurement and found by an awarding body to be nonresponsive or not to be a responsible bidder?

No

Yes

Has there been any bankruptcy by, or receivership of, the Submitter?

No

Yes

#### **SECTION IV: ADDITIONAL DOCUMENTATION REQUIRED**

Copies of all the following documents requested are to be submitted with this Questionnaire:

##### **A. Submitter's Business Licenses.**

Submitter shall determine the business license requirements for work on the Project and certify that it will possess the requisite business licenses prior to contract award by signing the "CONSTRUCTION MANAGER PROFILE CERTIFICATION".

##### **B. Submitter's Financial Statements and Financial Capacity Information (see specific requirements below):**

Provide the appropriate financial statement that ensures that the Construction Manager has the capacity to complete the Project. (PCC Section 10112.3(a)(1)(B))

NOTE: If the Submitter is a joint venture or plans to form a joint venture for this Project, the Submitter shall provide the financial information for all members or proposed members of the joint venture.

- i. FOR PUBLICLY AND NON-PUBLICLY TRADED COMPANIES WITH AUDITED OR REVIEWED FINANCIAL STATEMENTS: Statements, including balance sheet, statement of earnings and retained income, with footnotes, for the most recent three (3) years.
- ii. FOR NON-PUBLICLY TRADED COMPANIES WITHOUT AUDITED OR REVIEWED FINANCIAL STATEMENTS: Company generated financial statements, including balance sheet, statement of earnings and retained income for the most recent three (3) years. The Chief Financial Officer of the corporation, a partner, or owner, as appropriate, shall certify these financial statements.
- iii. FOR SOLE PROPRIETORSHIPS: If financial statements are not generated, please complete and sign the Financial Statement form, attached. Submit one form for each of the most recent three (3) years.

##### **C. Evidence of Adequate Bonding Capacity.**

In accordance with PCC Section 10112.3(a)(1)(D), Submitters shall provide a written certification from an admitted surety (approved by the California Department of Insurance) authorized to issue bonds in the State of California that the Submitter:

- i. has an available bonding capacity in the amount identified in RFQ Table 5-1 (see requirements for SOQ Attachment 4 Construction Manager Profile Information).
- ii. is capable of obtaining a Performance Bond and Payment Bond for bond amounts covering the estimated value of the Project. Letters indicating "unlimited" bonding capability are not acceptable.

**D. Ability to Obtain Required Insurance.**

Submitter shall provide written certification from its insurance company(ies) indicating that the Submitter is capable of obtaining the types of insurance and policy limit requirements specified in Section 14 of the Preconstruction Services Contract, and in Document 00724 Paragraph 5 of the Construction Contract.

**E. Submitter's Safety Information (see specific requirements below):**

i. GENERAL SAFETY INFORMATION: Pursuant to PCC Section 10112.3(a)(1)(B) and (L), Submitter shall have an acceptable safety record for the most recent three (3) year period.

a) Does the Submitter have an Experience Modification Rate that exceeds an average of 1.00?

No

Yes \*

b) The Submitter:

i. Is a party to an alternative dispute resolution system as provided for in Labor Code Section 3201.5?

No

Yes

(if No, must respond to b.ii.)

(if Yes, do not respond to b.ii)

ii. Has an average total recordable injury/illness rate and average lost work rate for the most recent three-year (3-year) period that exceeds the applicable statistical standards for its business category (per U.S. Bureau of Labor Statistics)?

No

Yes \*

ii. OSHA/CAL OSHA INFORMATION: Has the Submitter had any prior serious or willful violation of OSHA/CAL OSHA resolved against the Construction Manager? If yes, the Submitter shall provide information related to any prior serious or willful violation of the California Occupational Safety and Health Act of 1973 (Part 1 (commencing with Section 6300) of Division 5 of the Labor Code), or the federal Occupational Safety and Health act of 1970 (Public Law 91-596), resolved against the Construction Manager. (PCC Section 10112.3(a)(1)(E).)

No

Yes

iii. Submitter shall provide information on the Submitter's workers' compensation experience history for the last three (3) years and submit a summary of the Submitters worker safety program which shall include a description of how the Submitter will provide protection to prevent damage, injury, or loss to employees of the Submitter and its Subcontractors and other persons who are on the project site. (PCC Section 10112.3(a)(1)(E).)



- iv. Has any member of the Submitter, any officer of such Submitter, or any employee of such Submitter who has a proprietary interest in such Submitter, ever been disqualified, or removed or otherwise prevented from bidding on, submitting a SOQ or Proposal, or otherwise completing a federal, state, or local government public works project because of a violation of a safety regulation? If so, explain the consequences.

No

Yes

NOTE: If the Submitter is a joint venture or plans to form a joint venture for this Project, the submitter shall provide the safety information for all members of the joint venture. Each member must meet the pass-fail criteria for safety.

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**CONSTRUCTION MANAGER PROFILE CERTIFICATION**

A COPY OF THIS CERTIFICATION SHALL BE COMPLETED AND SIGNED BY A GENERAL PARTNER, OWNER, PRINCIPAL, OR CORPORATE OFFICER AUTHORIZED TO LEGALLY COMMIT THE SUBMITTER, AND SUBMITTED WITH THE QUESTIONNAIRE.

The signer of this declaration recognizes that the information submitted in the questionnaire herein is for the express purpose to allow the Submitter to participate in this Project as the Construction Manager. The signer has read and understands the requirements of the RFQ and has read and understands the instructions for completing this form. If any of the statements herein are false or omit material facts rendering a statement to be false or misleading, I understand the Submitter’s SOQ is subject to rejection.

DECLARATION

State of California

County of:

I, (printed name) \_\_\_\_\_, being first duly sworn,  
State that I am the (title) \_\_\_\_\_ of Submitter. I certify that I have read and understood the attached Construction Manager Profile Questionnaire and Certification, and that I am duly authorized to legally bind the Submitter to the above-described certifications and declarations and am fully aware that the certification and declarations are made under penalty of perjury under the law as of the State of California. I authorize the Department to contact any entity named herein, or any other internal or outside resource, for the purpose of verifying information provided in the Construction Manager Profile Questionnaire and Certification or to develop other information deemed relevant by the Department.

\_\_\_\_\_

\_\_\_\_\_

Signature of Certifying Individual

Date Signed

**ACKNOWLEDGMENT**

A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

State of California

County of \_\_\_\_\_)

On \_\_\_\_\_ before me, \_\_\_\_\_,  
(Insert name and title of the officer)

personally appeared who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s) or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

Signature \_\_\_\_\_

(Seal)

ADA Notice: For individuals with sensory disabilities, this document may be available in alternate formats. For alternate format information call (916) 445-1233, TTY 711, or write Records and Forms Management, 1120 N Street, MS-89, Sacramento, CA 95814

**NOTICE TO SUBMITTERS**

A materially false statement, omission or fraudulent inducement made in connection with this Construction Manager Profile Questionnaire and Certification is sufficient cause for denial of the Statement of Qualifications. In addition, such false submission may subject the person or entity making the false statement to criminal charges. (Title 18 USC 1001, false statements; California Penal Code Section 132, offering altered or antedated or forged documents or records; and Section 134, preparing false documentary evidence).

NOTE: The Department has determined pursuant to PCC Section 10165 that information submitted to the Department in connection with this questionnaire is not considered a public record under the California Public Records Act and shall not be open to public inspection.

**APPENDIX C, ATTACHMENT 1:  
 KEY PARTICIPANT PROFILE QUESTIONNAIRE AND CERTIFICATION**

*Note to Submitters: Provide a completed and verified Key Participant Profile Questionnaire and Certification in a separate sealed envelope, per RFQ Section 5.2. The Key Participant Profile Questionnaire and Certification shall be filled out by each Key Participant of the Submitter’s team. NOTE: Key Participants are firms, not individuals.*

**SECTION I: IDENTIFICATION**

**Identification of Key Participant**

Name of Submitter:	
Name of Key Participant:	
Key Participant Address:	
(Mailing Address, if different from above)	
Key Participant’s Contact Person:	
Print or Type Name:	
Position:	
E-mail:	
Telephone Number:	
CSLB License No.:	
DIR Registration No.:	
Professional Licensing (if applicable):	
Items or Portions of Work to be Performed:	
SB/MB/DVBE Certification No. (if applicable):	
List general type of business in which Key Participant is engaged (may include more than one):	

**SECTION–II - LICENSING HISTORY**

Have there been any violations of the Contractors' State License Law, as described in Chapter 9 (commencing with Section 7000) of Division 3 of the Business and Professions Code, excluding alleged violations of federal or state law regarding the payment of wages, benefits, apprenticeship requirements, or personal income tax withholding, or Federal Insurance Contribution Act withholding requirements settled or otherwise resolved against any Key Participant?

No

Yes

Has there been any revocations or suspensions of any license, credential, or registration in the past five (5) years?

No

Yes

**SECTION III: ADDITIONAL DOCUMENTATION REQUIRED**

Copies of all the following documents requested are to be submitted with this Questionnaire:

**A. Key Participant’s Licenses, Registrations, and Credentials**

- i. Key Participant shall provide copies of all licenses, specialty licenses (if required), specialty certifications (if required), registrations, and credentials required to perform the Key Participant’s portion of the Work.

**B. Key Participant’s Safety Information (see specific requirements below):**

For all Key Participants responsible for any portion of construction, provide the following:

- i. GENERAL SAFETY INFORMATION: Pursuant to Public Contract Code Section 10112.3.(a)(1)(B), Key Participants responsible for any portion of construction shall have an acceptable safety record for the most recent three (3) year period, including:

- a) Does the Key Participant have an Experience Modification Rate that exceeds an average of 1.00?

No

Yes \*

- b) The Key Participant:

- i. Is a party to an alternative dispute resolution system as provided for in Labor Code Section 3201.5?

No

Yes

(if No, must respond to b.ii.)

(if Yes, do not respond to b.ii)

- ii. Has an average total recordable injury/illness rate and average lost work rate for the most recent three-year (3-year) period that exceeds the applicable statistical standards for its business category (per U.S. Bureau of Labor Statistics)?

No

Yes \*

- ii. OSHA/CAL OSHA INFORMATION: Has the Key Participant had any prior serious or willful violation of OSHA/CAL OSHA resolved against the Key Participant? If yes, the Key Participant shall provide information related to any prior serious or willful violation of the California Occupational Safety and Health Act of 1973 (Part 1 (commencing with Section 6300) of Division 5 of the Labor Code), or the federal Occupational Safety and Health act of 1970 (Public Law 91-596), resolved against the Key Participant.

No

Yes

- iii. Key Participant shall provide information on the Key Participant's workers' compensation experience history for the last three (3) years and submit a summary of the Key Participant's worker safety program which shall include a description of how the Key Participant will provide protection to prevent damage, injury, or loss to employees of the Key Participant and its Subcontractors and other persons who are on the project site. (PCC Section 10112.3(a)(1)(E).)

- iv. Has any member of the Key Participant, any officer of such Key Participant, or any employee of such Key Participant who has a proprietary interest in such Key Participant, ever been disqualified, or removed or otherwise prevented from bidding on, submitting a SOQ or Proposal, or otherwise completing a federal, state, or local government public works project because of a violation of a safety regulation? If so, explain the consequences.

No

Yes

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**KEY PARTICIPANT PROFILE CERTIFICATION**

A COPY OF THIS CERTIFICATION SHALL BE COMPLETED AND SIGNED BY A GENERAL PARTNER, OWNER, PRINCIPAL, OR CORPORATE OFFICER AUTHORIZED TO LEGALLY COMMIT THE KEY PARTICIPANT AND SUBMITTED WITH THE QUESTIONNAIRE.

The signer of this declaration recognizes that the information submitted in the questionnaire herein is for the express purpose to allow the Key Participant to participate in this Project. The signer has read and understands the requirements of the RFQ and has read and understands the instructions for completing this form. If any of the statements herein are false or omit material facts rendering a statement to be false or misleading, I understand the Submitter's SOQ is subject to rejection.

DECLARATION

State of California

County of:

I, (printed name) \_\_\_\_\_, being first duly sworn, state that I am the (title) \_\_\_\_\_ of Key Participant. I certify that I have read and understood the attached Key Participant Profile Questionnaire and Certification, and that I am duly authorized to legally bind the Key Participant to the above-described certifications and declarations and am fully aware that the certification and declarations are made under penalty of perjury under the law as of the State of California. I authorize the Department to contact any entity named herein, or any other internal or outside resource, for the purpose of verifying information provided in the Key Participant Profile Questionnaire and Certification or to develop other information deemed relevant by the Department.

\_\_\_\_\_

\_\_\_\_\_

Signature of Certifying Individual

Date Signed

**ACKNOWLEDGMENT**

A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

State of California

County of \_\_\_\_\_)

On \_\_\_\_\_ before me, \_\_\_\_\_,  
(Insert name and title of the officer)

personally appeared who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s) or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

Signature \_\_\_\_\_

(Seal)

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**NOTICE TO KEY PARTICIPANTS**

A materially false statement, omission or fraudulent inducement made in connection with this Key Participant Profile Questionnaire and Certification is sufficient cause for denial of the Statement of Qualifications. In addition, such false submission may subject the person or entity making the false statement to criminal charges. (Title 18 USC 1001, false statements; California Penal Code Section 132, offering altered or antedated or forged documents or records; and Section 134, preparing false documentary evidence).

NOTE: The Department has determined pursuant to PCC Section 10165 that Key Participant information submitted to the Department in connection with this Questionnaire is not considered a public record under the California Public Records Act and shall not be open to public inspection.

#### **APPENDIX D: SUBMITTER'S AGREEMENT AND CERTIFICATION**

To the State of California, Department of Water Resources:

The Submitter agrees to comply with all applicable laws and requirements, to execute the Preconstruction Services Contract and Construction Contract(s) if awarded, and furnish the required contract bonds and certificates of liability insurance in the manner and within the time specified. The Submitter further agrees that: the only parties interested in its Statement of Qualifications (SOQ) as principals are those named herein; that its SOQ is made without collusion with any other party; and that the Submitter is fully aware of the requirements and obligations pertaining to the following certifications and declarations.

The Submitter:

- A. Pursuant to California Code of Regulations (CCR), Title 2, Section 11109 certifies, unless specifically exempted, compliance with Government Code Section 12990 and CCR, Title 2, Section 11102 relating to the development, implementation, and maintenance of a nondiscrimination program as defined in Section 11103. The Submitter also agrees not to unlawfully discriminate against any employees or applicants for employment because of race, religion, color, national origin, ancestry, physical handicap, medical condition, marital status, sex, or age (over forty).
- B. Certifies that in accordance with PCC Section 7106, in submitting the SOQ, the SOQ is not made in the interest of, or on behalf of, any undisclosed person, partnership, company, association, organization, or corporation. The SOQ is genuine and not collusive or a sham. The Submitter has not directly or indirectly induced or solicited any other Submitter to put in a false or sham SOQ. The Submitter has not directly or indirectly colluded, conspired, connived, or agreed with any Submitter or anyone else to put in a sham SOQ, or that anyone shall refrain from submitting an SOQ. The Submitter has not in any manner, directly or indirectly, sought by agreement, communication, or conference with anyone to fix the price of the Submitter or any other Submitter, or to fix any overhead, profit, or cost element of the price, or of that of any other Submitter, or to secure any advantage against the public body awarding the contract of anyone interested in the proposed contracts.

All statements contained in the SOQ are true. The Submitter has not, directly or indirectly, submitted any price or any breakdown thereof, or the contents thereof, or divulged information or data relative thereto, to any corporation, partnership, company association, organization, bid depository, or to any member or agent thereof, to effectuate a collusive or sham SOQ, and has not paid, and will not pay, any person or entity for such purpose.

- C. Certifies that, if awarded a contract, Contractor will provide a drug-free workplace for its employees by:
1. Publishing a statement notifying employees that unlawful manufacture, distribution, dispensation, possession, or use of a controlled substance is prohibited, and specifying actions to be taken against employees for violations, as required by Government Code Section 8355(a)(1).
  2. Establishing a Drug-Free Awareness Program as required by Government Code Section 8355(a)(2), to inform employees of all of the following:
    - a. The dangers of drug abuse in the workplace;
    - b. The person's or organization's policy of maintaining a drug-free workplace;
    - c. Any available counseling, rehabilitation, and employee assistance programs; and
    - d. Penalties that may be imposed upon employees for drug abuse violations.
  3. Providing, as required by Government Code Section 8355(a)(3), that every employee who works on the proposed contract:
    - a. Will receive a copy of the company's drug-free policy statement; and
    - b. Will agree to abide by the terms of the company's statement as a condition of employment on the contract.
- D. Certifies the following:
1. The Submitter is currently registered as a contractor with the Department of Industrial Relations ("DIR"); and
  2. The Submitter, if awarded a contract for some or all of the work will remain a DIR registered contractor for the entire duration of the work.
- E. Certifies compliance with the following pursuant to Public Contract Code Section 2010:
1. CALIFORNIA CIVIL RIGHTS LAWS: The Submitter certifies compliance with the Unruh Civil Rights Act (Section 51 of the Civil Code) and the California Fair Employment and Housing Act (Section 12900 et seq. of the Government Code); and
  2. EMPLOYER DISCRIMINATORY POLICIES: If the Submitter has an internal policy against a sovereign nation or peoples recognized by the United States government, the Submitter certifies that such policies are not used in violation of the Unruh Civil Rights Act (Section 51 of the Civil Code) or the Fair Employment and Housing Act (Section 12900 et seq. of the Government Code).

F. Certifies under Public Contract Code Section 10186 (Fair Chance Employment Act), if applicable:

The Submitter will not ask an applicant for onsite construction-related employment to disclose orally or in writing information concerning the conviction history of the applicant on or at the time of an initial employment application.

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**DECLARATION**

State of California

County of \_\_\_\_\_)

I, (printed name) \_\_\_\_\_, being first duly sworn, state that I am the (title) \_\_\_\_\_ of Submitter. I certify that I have read and understood the Submitter's Agreement and Certification and that I am duly authorized to legally bind the Submitter to the above-described certifications and declarations and am fully aware that the certification and declarations are made under penalty of perjury under the law as of the State of California. If any of the statements herein are false or omit material facts rendering a statement to be false or misleading, I understand the Submitter's SOQ is subject to rejection.

I authorize the Department to contact any entity named in the SOQ, or any other internal or outside resource, for the purpose of verifying information provided in the Submitter's Agreement and Certification or to develop other information deemed relevant by the Department.

\_\_\_\_\_  
Signature of Certifying Individual

\_\_\_\_\_  
Date Signed

**ACKNOWLEDGMENT**

A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

State of California

County of \_\_\_\_\_)

On \_\_\_\_\_ before me, \_\_\_\_\_,  
(insert name and title of the officer)

who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s) or the entity upon behalf of which the person(s) acted, executed the instrument.

Personally appeared who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s) or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

Signature \_\_\_\_\_

(Seal)

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## **APPENDIX E. PRELIMINARY PRECONSTRUCTION SERVICES SCOPE OF WORK**

Construction Manager/General Contractor (Construction Manager) Services for the  
San Joaquin Field Division (SJFD) Fire Safety Modernization Project

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**NOTE TO SUBMITTERS: All yellow highlighted assumptions will be discussed during negotiations. Following negotiations of the Preconstruction Services Scope of Work and fee (Preconstruction Services Price Proposal), this RFQ Appendix E will be finalized and become an Exhibit to the Preconstruction Services Contract.**

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### **Overview**

The selected Construction Manager/General Contractor (Construction Manager) will be responsible for providing comprehensive preconstruction services under the Preconstruction Services Contract. Additionally, if awarded by the Department, the Construction Manager will be responsible for construction services, under the Construction Contract(s).

The assumptions contained in this Preliminary Preconstruction Services Scope of Work are included for the purpose of supporting the development of preliminary estimates of the cost of Preconstruction Services (Preconstruction Services Price Proposal). The Preliminary Preconstruction Services Scope of Work and preliminary cost proposal are subject to negotiation.

### **Phase 1. Preconstruction Services**

This Appendix E sets forth the Preconstruction Services Scope of Work and describes the Work that will be completed under the Preconstruction Services Contract. The Preconstruction Services duration is anticipated to be approximately **96 months**. Preconstruction services include the following tasks:

- Task 1 – Preconstruction Management Services and Administration
- Task 2 – Construction Management Plans
- Task 3 – Partnering
- Task 4 – Preliminary Site Investigations
- Task 5 – Constructability Reviews and Permit Reviews
- Task 6 – Cost Estimates
- Task 7 – Scheduling and Project Sequencing and Phasing Plan
- Task 8 – Guaranteed Maximum Price (GMP) Proposals
- Task 9 – Additional Services as Requested

### **Phase 2. Construction Services**

Future construction Work is anticipated to be completed in seven (7) phases, via seven (7) separate Construction Contract authorizations.

- Phase 2A: Buena Vista Pumping Plant

- Phase 2B: John R. Teerink Wheeler Ridge Pumping Plant (Teerink Pumping Plant)
- Phase 2C: SJFD Operations and Maintenance (O&M) Center
- Phase 2D: Lost Hills O&M Subcenter
- Phase 2E: Ira J. Chrisman Wind Gap Pumping Plant (Chrisman Pumping Plant)
- Phase 2F: A. D. Edmonston Pumping Plant (“Edmonston Pumping Plant”)
- Phase 2G: Castaic O&M Subcenter

## Scope of Work

### Task 1: Preconstruction Management Services and Administration

**Description.** This task covers the Construction Manager’s Preconstruction management and administration services performed during Phase 1 Preconstruction. The Construction Manager shall meet with the Department’s Project Team (Division of Operations and Maintenance and Division of Engineering teams including design, project delivery, project management, environmental, and construction management) as needed to collaborate on tasks described in this Appendix E. Collaboration will include in-person meetings between the Construction Manager and the Department’s project team to facilitate a cooperative project development process and integration of construction knowledge and experience during the Phase 1 Preconstruction.

This task includes the Construction Manager’s participation in: 1) project initiation and kickoff activities; 2) preparing the agenda, meeting facilitation, and preparation of meeting notes for periodic project meetings; 3) preparing monthly invoicing and progress reporting; 4) preconstruction schedule development; and 5) development of project protocols. The Construction Manager shall participate in the following activities:

#### 1. Initiation and Kickoff Activities

Collaborate with the Department to develop an agenda for the kickoff workshop. Attend and participate in a kickoff workshop led by the Department’s Project Team and its advisors to review the current state of the Project. Prepare and distribute draft meeting notes from the workshop.

Anticipated topics for the kickoff workshop include:

1. Project overview
2. Review of roles and responsibilities (the Department, the Department’s Consulting Engineer (HDR), the Construction Manager, and the Independent Cost Estimator)
3. Review of communication protocols
4. Review of status of CEQA and permitting
5. Review of design status
6. Review of preliminary Project sequencing and schedule, including identifying major constraints
7. Review of constructability issues
8. Discuss Project risks and development of the initial risk allocation matrix

#### **Assumptions:**

- It is expected that Construction Manager’s Key Personnel will be available for in-person meetings with the Department in the Bakersfield area at the SJFD O&M Center during the design development process.

- The kickoff meeting workshop will be an in-person eight (8) hour workshop in the greater Bakersfield area at the SJFD O&M Center.

## 2. Site visits

Conduct visits to the four (4) pumping plants and three (3) O&M centers to become familiar with the site. There will be two (2) required site visits with the Department's project team, as needed, to assist with planning and coordinating Project phasing. However, additional site visits can be arranged with a Department representative.

### Assumptions:

- Up to four (4) individuals from the Construction Manager's team will attend each site visit.
- Each site visit will last approximately five (5) hours, not including travel time to and from each facility.
- Transportation to and from each project site will be the responsibility of each person.

## 3. Periodic Project Meetings

Collaborate with the Department to develop agendas for the periodic project meetings. Prepare and distribute draft meeting minutes following each meeting. Attend, and participate in, periodic project meetings with the Department's Project Team to discuss the status of the Project (project management meetings) and technical and permitting issues related to design and constructability (technical meetings). Such times, durations, and specific personnel shall be mutually agreed upon, but shall, at a minimum, include the following assumptions at no additional cost to the Department.

### Assumptions:

- Project Management meetings with the Department will occur monthly for the duration of Preconstruction Services **(assumed 96 months)**. These meetings:
  - Will be attended by the Construction Manager's Project Manager.
  - Will last one hour.
  - Will be conducted virtually.
- Project Status and Technical Meetings will occur **[weekly/biweekly]** for the duration of the Preconstruction Services Contract **(assumed 96 months)**. These meetings:
  - Will be attended by an average of two (2) Construction Manager's staff.
  - Will total up to **[eight (8) meeting hours]** per month, per person.
  - Will primarily be conducted virtually, however, assume up to **[(48) in person meetings]** at the Bakersfield area at the SJFD O&M Center.

## 4. Monthly Invoices and Progress Reporting

Provide a template for submitting monthly invoices for approval by the Department in accordance with Section 3.6 of the Preconstruction Services Contract. Revise the template as needed to address Department comments. The Construction Manager shall submit to the Department complete and accurate invoices each month using the approved template.

The Construction Manager shall submit a monthly progress report that is sufficiently detailed for the Department to determine: 1) if the Construction Manager is performing to expectations and is on schedule; 2) to communicate interim findings on the site and the nature of the construction Work that will be required; and 3) to identify any concerns and propose potential solutions.

Additionally, the Construction Manager shall also prepare and submit a Small Business (SB) / Micro-Business (MB) / Disabled Veteran Business Enterprise (DVBE) Quarterly Report to accompany the monthly invoice and progress report, when applicable, and shall include the following information:

1. Names and addresses of the certified SB/MB/DVBE Subcontractors or Suppliers.
2. The amounts paid to the certified SB/MB/DVBE Subcontractors or Suppliers for both the quarter being reported, and total amounts paid to the certified SB/MB/DVBE Subcontractors or Suppliers to date.
3. Description of the Work done by the certified SB/MB/DVBE Subcontractors or Suppliers.

**Assumptions:**

- Invoices will include a narrative, by task, of the work completed under the Preconstruction Services Contract for the billing period. Invoices will identify the person, their classification and hours charged, and the invoice hours shall be broken down by task and sub-task within the invoice.
- The Construction Manager will support its request for reimbursement for Partnering and Subcontractor costs with written receipts.

**5. Preconstruction Schedule Development**

The Construction Manager shall develop an initial detailed schedule for preconstruction activities based on the facility design schedules and subject to the Department's approval. The Construction Manager shall also provide detailed monthly updates to the approved schedule. The schedule and updates must include, but may not be limited to, the following:

1. All workshops and significant meetings.
2. Incorporate key milestone dates for design deliverables, as agreed upon with the Department, for Phase 2 Construction, as agreed to with the Department and scheduled time for Construction Manager's review of those design deliverables.
3. Dates for transmittals of all key Preconstruction Services deliverables and corresponding time for the Department's review.
4. GMP Proposal submittals, Construction Contract negotiation durations, Construction Contract execution durations, and Notice(s) to Begin Work.

- 6. Project Risk Matrix/Register.** The Construction Manager shall develop a risk matrix showing each risk, the dollar or schedule impact of each risk, the probability of occurrence, and the expected value (e.g., the probability multiplied by the impact). The Construction Manager shall review the initial risk matrix with the Department and make appropriate revisions reflecting Department input. The Construction Manager shall update the Risk Matrix monthly for review and discussion during one of the monthly periodic meetings with the Department.

**7. Development of Project Communication Protocols**

Collaborate with the Department to establish project communication protocols that the Construction Manager's staff and Department staff will use to: 1) communicate with one another; 2) share files with one another; 3) collaborate on developing meeting agendas; 4) communicate with external agencies, the public and the Media; and 5) identify and document team roles and responsibilities. The Project Communication Protocols must specifically document:

1. Established protocols, subject to approval by the Department, for tracking communication and correspondence including design review comments, constructability, innovation, and implementation during Phase 1 Preconstruction.
2. How the Construction Manager will provide input to the Department on meeting agendas.
3. Established protocols for communications with external agencies, the public, the media, and other external entities.
4. The roles and responsibilities of the Construction Manager, the Department's project team, and the Independent Cost Estimator.

## Task 2: Construction Management Plans

**Description.** The Construction Manager will be responsible for developing the following management plans during preconstruction, including the: 1) Construction Management Plan; 2) Construction Site-Specific Safety Plans; 3) Quality Control/Quality Assurance Plans; 4) Environmental Management and Monitoring Plans; and 5) Subcontracting Plan. Each plan requires Draft and Final Management Plans. Plans may be developed to cover all construction phases, or separate or updated plans may be provided for each phase of construction (if applicable) as jointly determined by the Department and the Construction Manager. Each plan is subject to approval by the Department.

Requirements for some of the plans identified in this section are contained in the Sample CMGC Construction Contract. Those plans will be developed during Phase 1 Preconstruction, rather than subsequent to entering into a Construction Contract(s). However, the plans referenced within the Construction Contract will be uploaded by the Construction Manager using the Department's electronic construction management platform, Cosmos, as a submittal during construction.

### 1. Construction Management Plan

This plan will cover the methods, practices, procedures, and approach to construction, including but not limited to: the identification of construction equipment and methods appropriate to the site conditions at multiple project sites; project scheduling constraints; and project phasing and sequencing.

### 2. Construction Site-Specific Safety Plans

All of the following plans will be prepared by the Construction Manager:

1. Injury and Illness Prevention Program. Requirements can be found in the Construction Contract, Document 00721 Safety, Paragraph 6.A.
2. Written Safety Program and Code of Safe Practices; refer to the Construction Contract, Document 00721 Safety, Paragraph 6.B.
3. Pre-Work Safety Plan. Refer to the Construction Contract, Document 00721 Safety, Paragraph 7.
4. Site Specific Emergency Response Plan. Refer to the Construction Contract, Document 00721 Safety, Paragraph 8.
5. Fire Prevention and Control Plan. Refer to the Construction Contract, Document 00721 Safety, Paragraph 9.A.
6. Heat Illness Prevention Plan. Refer to the Construction Contract, Document 00721 Safety, Paragraph 12.A.
7. Valley Fever Risk Plan. Refer to the Construction Contract, Document 00721 Safety, Paragraph 12.B.

8. Exposure Hazard Plans for Silica Dust, Lead, and Asbestos. Refer to the Construction Contract, Document 00721 Safety, Paragraph 13.A – 13.C.
9. Safety Data Sheets. Refer to the Construction Contract, Document 00721 Safety, Paragraph 13.D.
10. Structural Hazard Plans for Fall Hazards, Trenching and Excavation, and Scaffolds. Refer to Construction Contract, Document 00721 Safety, Paragraph 14.B – 14.D.

**3. Quality Control/Quality Assurance Plans (Quality Control Program)**

Develop a plan that ensures conformance with the Project design and specifications and that specifically identifies roles of the Construction Manager and the Department in quality control activities during construction, including but not limited to, any preconstruction services inspections and any testing that may be subsequently authorized under Task 9.

**4. Environmental Management and Monitoring Plans**

1. Air Quality Control Plan; refer to the Construction Contract; Section 01570 Environmental Protection, Paragraph 1.04.A.1.
2. Stormwater Pollution Prevention Plan (SWPPP) or Water Quality Control Program; refer to the Construction Contract; Section 01570 Environmental Protection, Paragraph 1.04.A.3.
3. Certification Record of Qualified SWPPP Developer; refer to the Construction Contract; Section 01570 Environmental Protection, Paragraph 1.04.A.4.
4. SMARTS Username Information of the Qualified SWPPP Developer or Qualified SWPPP Practitioner; refer to the Construction Contract; Section 01570 Environmental Protection, Paragraph 1.04.A.5.
5. Construction Waste Management Plan; refer to the Construction Contract; Section 01570 Environmental Protection, Paragraph 1.04.A.6.
6. Other plans as required to comply with permits, statutory requirements, and regulations applicable to Phase 2. This will include a summary of applicable provisions and limits from regulatory permits being relied upon for the project, including:
  - a. CEQA
  - b. California Office of the State Fire Marshal (OSFM)
  - c. Division of the State Architect (DSA)

**5. Subcontracting Plan**

The Construction Manager must procure its construction Subcontractors in accordance with a Subcontracting Plan approved by the Department. The Construction Manager shall provide a draft Subcontracting Plan no later than 60 days after execution of the Preconstruction Services Contract unless an alternative date is agreed to by the Department. The Construction Manager may update this plan as needed, or as requested by the Department. Any updates shall require Department approval.

The Subcontracting Plan, at a minimum shall:

1. Identify Work that the Construction Manager proposes to self-perform, which must be no less than 30 percent of the work, measured against the estimated total dollar value of the Construction Contract(s), and identify how the Construction Manager will ensure that the self-performed Work will provide the best value to the Department.

2. Identify Work that the Construction Manager proposes to have Subcontractors, that are a part of its team, perform, and identify how the Construction Manager will ensure that this subcontracted Work will provide the best value to the Department.
3. Identify Work for which Construction Manager proposes to solicit competitive bids or competitive proposals.
4. Include procedures that the Construction Manager will use to ensure Subcontractors hold all required and appropriate licenses.
5. Include detailed procedures to be used for those phases of Work that will be competitively bid. Under state statute, the competitive bid process may include consideration of cost, best value, cost-plus-time, and other factors. Such procedures shall include times for each step of the bid and proposal processes. and include procedures to demonstrate that the Construction Manager will use to ensure the subcontractors performing work in excess of ½ of 1 percent will be afforded the protections contained in Public Contract Code Section 4100.
6. Information that pertains to work expected to be done by certified Small Business/Micro Business/ Disabled Veteran Business Enterprise (SB/MB/DVBE) subcontractors or suppliers, refer to the Construction Contract; Document 01330 Submittals, Paragraph 1.02.

### Task 3: Partnering

**Description.** The Construction Manager shall participate in a partnering process in order to foster collaboration between the Department and the Construction Manager throughout design and construction. Participants in the partnering workshops shall be identified by the Department and the Construction Manager prior to conducting each workshop. The partnering process shall take place during the entire length of this Preconstruction Services Contract. A third-party facilitator shall be jointly selected by the Department and the Construction Manager and procured by the Construction Manager. Costs for the facilitator will be included in the Construction Managers monthly invoice and progress report to the Department. There will be no markup for the partnering facilitator. The Construction Manager is responsible for participating in the following: 1) Kickoff Partnering Workshop; and 2) Quarterly Partnering Workshops. The Construction Manager's cost for participation will be included in the Construction Manager's price for Preconstruction Services. The facilitator will be responsible for development of workshop agendas and facilitating the workshops.

#### 1. Kickoff Partnering Workshop

The purpose of the Kickoff Partnering Workshop is to establish partnering commitments jointly developed by the Department and Construction Manager, and to begin the process of building a cohesive project team. During the Kickoff Partnering Workshop, the team will participate in partnering training, create a project specific partnering charter, identify key project issues and risk management strategies, and set up its Monthly Partnering Evaluation Survey process and structure. The initial partnering workshop shall have a duration of one day and will be held in Sacramento, California.

The partnering charter will document the team's vision and commitment to work openly and cooperatively together toward mutual success during the life of the Project. The charter will help to maintain accountability, clarify the commitments made by the participants, and allow for broader communication of the team's goals and partnering process. The partnering charter includes the following elements: mutual goals, partnering maintenance and close-out plan, dispute resolution plan, team commitment statement and signatures.

**Assumptions:**

- Partnering Kickoff Meeting will be up to six (6) hours during one (1) Business Day and held in the greater Sacramento, CA area
- Costs for third-party facilitator are to be included in Preconstruction Services Price Proposal
- Up to six (6) individuals from the Construction Manager's team will participate in the Partnering Kickoff Meeting

**2. Quarterly Partnering Workshops**

Following the Partnering Kickoff Workshop, the Construction Manager will participate in regular Partnering Workshops held approximately on a quarterly basis. Partnering Workshops will focus on: 1) the project schedule; 2) whether the project team has followed through on the commitments made; 3) how the project team is doing toward meeting the goals set in the charter; 4) needed charter revisions; 5) looking ahead to identify new project issues; and 6) risk management issues and strategies. The purpose of the quarterly Partnering Workshops is to keep the project on schedule, prevent disputes, and promote team cooperation, but they may also be used to get things back on track and resolve disputes. Quarterly workshops will be held for the duration of Phase 1 Preconstruction, unless deferred or cancelled upon mutual agreement of the Department and the Construction Manager. The Construction Manager will participate in Monthly Partnering Evaluation Surveys, developed and conducted by the partnering facilitator.

**Assumptions:**

- Quarterly Workshops will each be up to three (4) hours during one (1) Business Day and held in Bakersfield, CA
- Up to Six (6) individuals from the Construction Manager's team will participate in the Quarterly Partnering Workshops
- All participants of the Quarterly Partnering workshop shall complete Monthly Partnering Evaluation Surveys

**Task 4: Not Used**

**Task 5: Constructability Reviews and Permit Reviews**

**Description.** The Construction Manager will conduct constructability reviews and provide input related to constraints and limitations of various construction methods and equipment during the design development for each phase of Construction (2A, 2B, 2C, 2D, 2E, 2F, and 2G), including but not limited to written review comments or redlines at specified design milestones (65% and 95%). The constructability review shall be completed by construction personnel experienced in construction techniques, construction sequencing, and construction means and methods expected to be employed on this Project. Review comments shall be specific and include details such as alternative solutions and potential cost savings related to construction.

To ensure a seamless transition to construction, the Construction Manager will review all Project specific environmental permits obtained by the Department and be expected to provide input on all permit conditions and environmental constraints. The Construction Manager will also provide permitting support, which will include reviews of draft permit conditions and environmental constraints with respect



to construction feasibility. Attendance at meetings with permitting agencies will be as requested by the Department.

**Assumptions:**

- Constructability review comments submitted at each design milestone and on an interim basis as requested by Department.
  - Formal constructability reviews shall be submitted at 65% and 95% design for each phase of Construction (2A, 2B, 2C, 2D, 2E, 2F, and 2G).
  - Assume one (1) interim constructability reviews between milestones for each phase of Construction (2A, 2B, 2C, 2D, 2E, 2F, and 2G).
- Assume one (2) 8-hour meetings with regulatory agencies, up to 2 Construction Manager staff.
- Assume two (2) reviews of potential permitting conditions and environmental constraints for each phase of Construction (2A, 2B, 2C, 2D, 2E, 2F, and 2G).

## Task 6: Cost Estimates

**Description.** The Department and Construction Manager will work together to develop and refine a cost estimate template that will be used to support construction pricing negotiations for Phase 2. The Construction Manager is responsible for the following: 1) cost estimate template development and 2) preparation of cost estimates.

### 1. Cost Estimate Template Development

The Construction Manager will work with the Department to agree on a cost estimate template for presenting cost estimates that will be used consistently throughout the Project. The cost estimate summary is expected to be substantially in the form of Exhibit G, GMP Proposal form, of the Preconstruction Services Contract. Additional pages of the template shall detail labor, materials, equipment, subcontractor, and expense costs for each line item; additional line items may be added in the detailed pages supporting the estimate summary. The cost estimate template must show all costs associated with completing the Work as defined in the Construction Contract, and must show the following for each phase of Construction (2A, 2B, 2C, 2D, 2E, 2F, and 2G):

#### A. Direct cost

- Details supporting estimates for self-performed construction Work (labor, materials, equipment, production rates), including labor classification and hours (including overtime and night shift).
- Subcontractor, equipment, materials bids, and quotations.
- Expense rates such as mileage charges, per diem for meals and lodging, and personnel vehicle rentals shall be consistent with Exhibit D, Travel and Per Diem Expenses, of the Preconstruction Services Contract.
- Unburdened rental rates on construction equipment, trailers, barges, storage and staging space and major tools.
- The Construction Manager's contingency will be negotiated but shall initially be based on the expected value of those risks allocated to the Construction Manager based on the risk allocation matrix.

#### B. General Conditions Fee

- General Conditions Fee shall be full compensation for all Division 00 (General Conditions) and Division 01 (General Work Requirements) required for the Work being performed on a given CMGC GMP Package.
- C. Fee for Overhead and Profit
- CMGC's Fee for overhead and profit shall be full compensation for all home office overhead, project overhead, and profit.
  - Derived from applying the negotiated percentage applied to direct cost subtotal.
- D. Pass-through Costs
- Pass through costs shall include insurance, bonds, and sales tax.
  - The general conditions fee and fee for overhead and profit shall not be applied to pass-through costs.

**Assumptions:**

- Assume one (1) draft and one (1) revision of the cost estimate template.
- The draft and revised draft cost estimate template shall be submitted to the Department for review prior to development of the first cost estimate for the Project.

**2. Cost Estimates**

The Construction Manager will develop cost estimates in a transparent and open-book manner concurrent with the Department's design development to create an acceptable cost (including contingencies) to which the Construction Manager's proposed fee and other fixed allocations or allowances will be added. Each estimate shall include a log of additive or deductive changes from the previous cost estimate submission, with a description of the basis for changes (e.g., design changes, updated quotes, revised contingencies, etc.). The Construction Manager and Department shall meet and discuss and reconcile each cost estimate submission. The Construction Manager shall revise the cost estimate submittals as needed in response to the Department's comments and incorporate necessary changes into the subsequent cost estimate submittal. The Construction Manager shall utilize an open-book approach to develop cost estimates, providing the Department with full access to all the details that make up the cost estimate.

Once design has progressed to a degree acceptable to the Department, the Department shall have the authority to direct the Construction Manager to submit a GMP Proposal for Phase 2 Construction.

**Assumptions:**

- Cost Estimates will be provided at 65%, and 95% design milestones for each phase of Construction (2A, 2B, 2C, 2D, 2E, 2F, and 2G).
- Cost Estimates to be provided in their native form, or exported to Excel.
- Interim or focused estimates for each phase of Construction (2A, 2B, 2C, 2D, 2E, 2F, and 2G) will be provided as requested by the Department. Assume two (2) interim or focused estimates for each phase of Construction.
- Meetings: Assume one (1) cost review meeting for each phase of Construction, to discuss each cost estimate submission.

## Task 7: Scheduling and Project Sequencing and Phasing Plan

### 1. Scheduling

The Construction Manager shall prepare a critical path baseline construction schedule, subject to the approval of the Department, for Phase 2 Construction. The schedule shall consider the Department's design and Project completion requirements. The initial baseline schedule shall be submitted within 30 Business Days following the Project kickoff meeting, and shall be updated monthly for the duration of the Preconstruction Services Contract.

Each construction schedule shall be in sufficient detail for the Department to easily evaluate the Construction Manager's proposed construction approach and methods. The schedules shall show the interrelationships of construction to all necessary regulatory and permit constraints (e.g., work windows, operational restrictions, etc.).

#### Minimum Schedule Requirements

Each activity in the detailed network diagram for all schedules shall include the following information:

- A. Sequential activity number
- B. Activity description
- C. Activity dependencies and constraints
- D. Activity duration in units of working days
- E. Early start date
- F. Early finish date
- G. Planned start date
- H. Planned finish date
- I. Late start date
- J. Late finish date
- K. Free and total float

### 2. Design and Construction Sequencing and Phasing Plan

The Construction Manager shall review the Department's initial design and construction sequencing concepts for delivering each phase of Construction (2A, 2B, 2C, 2D, 2E, 2F, and 2G) and shall provide input with respect to the feasibility of completing the Work according to the Department's initial plan. To the extent the Department modifies this plan due to input from the Construction Manager, input from permitting agencies, and/or input from other external parties, the Construction Manager shall confirm the feasibility of such modifications or provide suggested modifications to improve feasibility. The Construction Manager's review shall also identify any need for extended workdays, and/or extended hours to meet the Department's schedule objectives.

#### Deliverables:

- Integrated Preconstruction Services and construction schedule showing all investigations, permitting, design, and construction activities.
- Phase 2A – Interim construction schedule and GMP submittal schedule
- Phase 2B - Interim construction schedule and GMP submittal schedule
- Phase 2C - Interim construction schedule and GMP submittal schedule

- Phase 2D - Interim construction schedule and GMP submittal schedule
- Phase 2E - Interim construction schedule and GMP submittal schedule
- Phase 2F - Interim construction schedule and GMP submittal schedule
- Phase 2G - Interim construction schedule and GMP submittal schedule
- Comments on Department's construction phasing plan, and revisions

**Assumptions:**

- Assume two (2) revisions to the Integrated Preconstruction Services and construction schedule.
- Assume two (2) revisions to the interim construction schedules for each phase of Construction (2A, 2B, 2C, 2D, 2E, 2F, and 2G).
- Assume two (2) reviews to each of the Department's construction phasing plans for each phase of Construction (2A, 2B, 2C, 2D, 2E, 2F, and 2G).
- Schedules are in Microsoft Project or equivalent scheduling software.

## Task 8: GMP Proposals

**Description.** The Construction Manager shall conduct all work necessary to develop its proposed GMP Proposals, one for each phase of Construction: 2A, 2B, 2C, 2D, 2E, 2F, and 2G (e.g., for each construction contract) in accordance with the requirements of the Preconstruction Services Contract. Work to develop the GMP Proposal shall include, as applicable, negotiation of scope and budget with Key Participants, competitive bidding and/or best-value proposals from potential Subcontractors. The Construction Manager shall utilize an open book approach to develop the GMP Proposal, providing Department with full access to all the details that make up the final GMP Proposal.

The GMP Proposal for each construction phase shall include:

1. Identification of all permits and approvals obtained during Phase 1 Preconstruction including those obtained by Department and those obtained by the Construction Manager, if any.
2. Identification of all permits and approvals remaining to be obtained by Department and the Construction Manager following construction notice(s) to proceed.
3. Revised Task 2 Management Plans (as needed).
4. Proposed baseline construction schedule (developed under Task 7) including an accompanying narrative describing key assumptions in the proposed baseline construction schedule upon which the GMP is based including dates for any interim milestones, and Acceptance, as defined in the Construction Contract.
5. Descriptive information on all engineering, procurement, materials, construction labor and equipment, and other services necessary to perform the Work as defined in the Construction Contract.
6. Update the Project risk matrix (initially developed under Task 1) with any new information and provide it as backup for the proposed GMP Proposal.
7. The proposed GMP and breakdown consisting of the proposed direct cost (inclusive of any contingency), the General Conditions fee, the Construction Manager's fee for overhead and profit, and pass-through costs. The GMP Proposal cost estimate shall use the approved cost estimate template (developed under Task 6) and the summary shall be substantially in the form of the GMP Proposal Form (see Exhibit F of the Preconstruction Services Contract).

8. Identification of all Work to be self-performed and of all Work to be subcontracted. The Construction Manager shall also include a list of all Subcontractors who will be responsible for more than ½ of 1 percent of the Work, using Exhibit E of the Preconstruction Services Contract.
9. All other proposed GMP pricing assumptions and clarifications on terms and conditions used not covered in the preceding items in this section.
10. A list of work activities, expenses, and fees not included in the GMP, which the Department may be expected to pay for directly to third parties.
11. An updated List of Key Personnel.

After delivery of each draft GMP Proposal, the Construction Manager will meet with Department to present, review, and answer questions about the content of the GMP Proposal. The Construction Manager will revise the GMP Proposal as needed until agreement is reached with the Department, or the Department concludes that agreement will not be reached and elects to exercise its options under Section 21.5 of the Preconstruction Services Contract.

**Deliverables:**

The Construction Manager shall provide all GMP Proposal-related documents and correspondence as required. GMP Proposal related documents shall be described, listed, and identified as part of the final revised GMP Proposal. GMP Proposal-related documents shall include all documents that are in complete and final form and which have been accepted as complete by the Department, or documents in draft and/or incomplete form for those deliverables, which are in progress by the Construction Manager and have not been accepted as complete. All documents shall be received and accepted before the cost invoice is paid.

- GMP Proposal for Phase 2A Construction
- GMP Proposal for Phase 2B Construction
- GMP Proposal for Phase 2C Construction
- GMP Proposal for Phase 2D Construction
- GMP Proposal for Phase 2E Construction
- GMP Proposal for Phase 2F Construction
- GMP Proposal for Phase 2G Construction
- Full and complete documentation to support the GMP Proposal as requested by the department
- Five (5) Meeting(s) to review each GMP Proposal for each phase of Construction (2A, 2B, 2C, 2D, 2E, 2F, and 2G).

## Task 9: Additional Services as Requested

**Description.** An effort has been made by the Department to describe and quantify the services to be provided by the Construction Manager. However, there may be additional meetings, submittals, reviews, and other services requested by the Department that may not be fully identified or quantified in the Preconstruction Services Contract, including this Preliminary Scope of Work. This task establishes an authorization and budget for additional services that are authorized by the Department by the issuance of Service Orders.

The Department anticipates developing scope for additional Services for these activities once the design has been sufficiently advanced. These additional activities currently include:

- HVAC system airflow measurements (at all facilities)
- X-Ray penetrations (at all facilities)
- Service and fire water quality and flow measurements (at all facilities)
- Lead and asbestos surveys (at all facilities)
- Fire stopping surveys (at all facilities)

A Job Hazard Analysis shall be performed prior to any site visit. Refer to the Construction Contract; Document 00721 Safety, Paragraph 11. In addition, all members of the Construction Manager's team will be required to take OP-2 awareness training every two years.

**Pricing for Additional Services Not Included in Exhibit B.** The total allowance for Additional Services is **\$2M**. The Construction Manager shall submit a cost proposal for any Services requested by the Department that are not included in Exhibit B Tasks 1 through 8 for negotiation with the Department pursuant to the Preconstruction Services Contract Section 1.2.

**Deliverables:**

- Deliverables will be identified in specific Service Orders.