

**DEPARTMENT OF WATER RESOURCES**

Division of Engineering
1416 9th Street, Room 406-10
Sacramento, CA 95814

REQUEST FOR QUALIFICATIONS NO. 10138585
California WaterFix Engineering Design Manager

TO ALL PROSPECTIVE APPLICANTS
December 7, 2017

The Department of Water Resources (DWR), Executive Division invites qualified firms with extensive background in engineering management services to submit a Statement of Qualifications (SOQ). The Contractor will provide expert technical advice and consultation assisting in implementing the California WaterFix (CWF), during the design phase, as well as providing limited engineering design and support services.

A copy of the Request for Qualifications (RFQ) No. 10138585 is enclosed. The RFQ contains a description of the qualifications required and directions for preparation and submittal of your response. **The SOQ must be received by 2:00 p.m. on Monday, February 5, 2018, at the address indicated in Section VI of the enclosed RFQ.**

The Contractor may be required to work independently or partner with other DWR employees or private professionals but always at the direction of DWR.

The anticipated term of this agreement is March 22, 2018 through December 31, 2022.

The Department reserves the right to cancel or modify this RFQ up to the date and time the SOQ is due and to waive non-material defects with any of the SOQs. Additionally, the Department is not responsible for any preparation costs incurred by parties submitting a SOQ.

A copy of the State's General Terms and Conditions is provided in this RFQ. These terms and conditions are **NON-NEGOTIABLE**. Any issues regarding these terms and conditions **MUST** be addressed during the question and answer period.

The Contractor Certification Clauses (available at www.dgs.ca.gov/LinkClick.aspx?fileticket=5vWwqTeMoHk%3d&tabid=6133&portalid=32&mid=10104), contain terms and conditions that may apply to person(s) doing business with the State of California, and that may apply to your agreement. If awarded the contract, you must sign and return Page One of the CCC 04/2017. The Certification must be renewed every three years and will be updated when the State makes revisions to the clauses.

Please follow instructions in Section II of the enclosed RFQ for questions regarding services to be performed or submission requirements.

Sincerely,

Sergio S. Escobar, P.E.
Contract Manager
Conveyance Office
Executive Division

Enclosure

TABLE OF CONTENTS

Cover Letter	
Request for Qualifications	
Purpose and Description of Services	1
Pre-SOQ Submittal Conference	1
Statement of Qualification Requirements.....	2
Selection Criteria and Evaluation Process	10
SOQ Conditions.....	13
Submission of SOQs	13
Time Schedule.....	14
Contract Obligations	14
Disabled Veterans Business Enterprise Participation.....	15
Assembly Bill 761 – Infrastructure Bonds of 2006 - Small Business Program	15
Department of Industrial Relations Registration of Contractors and Prevailing Wage Monitoring and Enforcement.....	16
Payee Data Record (Std. 204)	17
SOQ Checklist	19
Potential Qualified Firms Certification Sheet	21
Explanation of Items on Potential Qualified Firms Certification Sheet	22
References	23
Sample Standard Agreement (Std. 213).....	24
Exhibit A	
Scope of Work	25
Attachment 1 – Sample Task Order	34
Attachment 2 – Sample Task Order Budget Cost Detail.....	38
Exhibit B	
Budget Detail and Payment Provisions	39
Attachment 1 – Rate Sheet.....	40
Attachment 2 – Additional Payment Provisions.....	41
Exhibit C	
General Terms and Conditions	42
Exhibit D	
Special Terms and Conditions – Department of Water Resources.....	46
Exhibit E	
Additional Provisions	49
Attachment 1 – Travel and Per Diem Expenses	58
Attachment 2 – Standard Contract Provisions Regarding Political Reform Act Compliance	60
Attachment 3 – Protection of Confidential and Sensitive Information	61
Attachment 4 – Non-Disclosure Certificate	63

I. Purpose and Description of Services

Please see Exhibit A, Scope of Work for a complete description of services.

II. Location of Mandatory Pre-Statement of Qualifications (SOQ) Submittal Conference:

Resources Building Auditorium
1416 Ninth Street, Sacramento, CA 95814
Tuesday, December 19, 2017 at 3:30 p.m.

No SOQ will be accepted unless Contractor attends the mandatory pre-SOQ submittal conference.

Prospective SOQ submitter(s) attending this pre-SOQ submittal conference will receive information regarding the RFQ and SOQ submittal process. In the event a prospective SOQ submitter is unable to attend the mandatory pre-SOQ submittal conference, an authorized representative may attend on the prospective Contractor's behalf. The representative may sign in for only one (1) company.

If appropriate, DWR may issue an Addendum to this RFQ as a result of items discussed at the pre-SOQ submittal conference.

No SOQ will be accepted unless potential Contractor attends the mandatory pre-SOQ submittal conference.

Potential Contractors are asked to submit questions in writing by 2:00 p.m. on December 14, 2017, to Araya Rabidoux at 1416 Ninth Street, Room 406-10, Sacramento, California 95814. Questions will also be accepted at the mandatory pre-SOQ submittal conference to be held on December 19, 2017, at 3:30 p.m. Some questions may be answered at the pre-SOQ submittal conference. Any additional questions after the pre-SOQ conference must be submitted in writing, and transmitted by U.S. Mail, hand delivery, fax, or e-mail to Araya Rabidoux at the following addresses or fax number no later than 2:00 p.m. on December 21, 2017.

Mail:

Department of Water Resources
Division of Engineering
Attention: Araya Rabidoux
P. O. Box 942836
Sacramento, CA 94236-0001
Phone: (916) 651-0859
E-Mail: araya.rabidoux@water.ca.gov

Overnight or Hand Delivery:

Department of Water Resources
Division of Engineering
Attention: Araya Rabidoux
1416 9th Street, Room 406-10
Sacramento, CA 95814
Phone: (916) 651-0859
Fax: (916) 657-2467

Responses, if appropriate, will be provided in writing via Addendum, by January 4, 2018 including those answered at the pre-SOQ submittal conference.

III. Statement of Qualification (SOQ) Requirements

The SOQ should contain, at minimum, sufficient information for an objective evaluation of whether the criteria described in Section IV, Selection Criteria and Evaluation Process are met. Limit your SOQs to 60 double-sided sheets (120 pages) excluding cover letter, dividers, resumes, licenses, registration, the Statement of Compliance response, the Insurance Requirements response, and the Conflict of Interest response. The SOQ shall be in Arial font, no smaller than 10 points. The SOQ should not contain any font smaller than 10 point Arial. Sheets size should be 8½” by 11” or 11” by 17”.

- A. The information requested below will be used to evaluate the Applicants' SOQ based on the criteria outlined in Section IV of this RFQ. Applicants may be deemed non-responsive if they do not respond to all Items 1 through 9 listed in C – Response Requirements.
- B. SOQs must provide a concise Work Plan to satisfy the requirements of this RFQ.
- C. Response Requirements for SOQs shall be organized in separate sections with corresponding number and related headings in the order presented below. Each section shall include the required information or statement relevant to that section.
 - 1. Cover Letter
 - 2. Executive Summary
 - 3. Statement of Compliance
 - 4. Minimum Requirements
 - 5. Scored Criteria
 - 6. Subcontractors
 - 7. Conflict of Interest
 - 8. Additional Submitted Reference Information (these items will not count against the page count)
 - 9. Appendix

1. Cover Letter (two double-sided sheets, four pages maximum)

This letter shall be a brief formal letter from the Applicant that provides information regarding the firm's understanding of the work to be performed and its ability to meet the requirements of this RFQ. This letter shall include information identifying the general arrangement of the project team and specifying the corporate structure of the applicant. This letter must also include the following table:

Applicant Information	
Name of Applicant (as it appears on W-9 Tax form)	
Other Name(s) of Firm (with acronym)	
SBE/DVBE (Yes/No)	
Address (Closest to Project Area)	
City, State & Zip	
Main Telephone	
Contact Name	
Contact Telephone	
Contact Facsimile	
Contact Email Address	

The letter must be signed by an individual authorized to bind the proposing entity or by the two (2) corporate officers authorized to bind the proposing entity as set forth in the California Corporations Code, and shall identify all materials and enclosures being forwarded in response to this RFQ. An unsigned Cover Letter may be grounds for rejection of SOQ.

2. Executive Summary (two sheets, four pages maximum)

The Executive Summary shall provide abbreviated details on the methodology proposed for performing the work under the contract as well as the qualifications of the contractor for the type of work expected to be performed under the contract. The executive summary shall identify the project role of each of the proposed key personnel/team members and subcontractors and their credentials for serving that role. Also, include any specialized experience or other credentials related to the scope of work for the Engineering Design Manager (EDM) as described in this RFQ.

3. Statement of Compliance (excluded from page count)

Applicants shall include in this section a completed "POTENTIAL QUALIFIED FIRMS - CERTIFICATION SHEET" attached to this RFQ, certifying to Applicants' compliance with all requirements of the RFQ document.

4. Minimum Requirements (five sheets, ten pages maximum)

Minimum requirements have been established for Applicants' Key Personnel and Applicants and/or their subcontractors. Applicants must comply with all the following categories to receive scores in the subsequent portion of the evaluation criteria. Completeness of the submission will be evaluated in accordance with criteria identified in Section III - SOQ Requirements, item C - Response Requirements. Applicants must provide sufficient information to allow DWR to determine compliance with all the criteria in this section.

a) Key Personnel

Applicants shall discuss the qualifications of, and provide resumes for "Key Personnel" to be assigned to the EDM Contract. To adequately evaluate Key Personnel, the work experience information of each resume shall include; 1) a description of the experience, licenses, certifications, and major similar projects in detail; 2) the "on-the-job" responsibilities of the individual, percentage of time spent on the project site, and the length of the assignment (include dates) for reference projects; and 3) the construction

contract value of the projects worked on. The person's "title" on the project shall be clear as to the duties, the level of responsibility, and reporting personnel.

The following are required minimum qualifications for Key Personnel positions to be provided as part of this RFQ. These qualifications will be evaluated on a pass/fail basis during the evaluation process. Through reference checks, all Key Personnel must have demonstrated excellent interpersonal skills, possess exemplary written and presentation skills, possess consensus and team building skills, possess an active professional engineering license, and be familiar with alternative construction delivery methods. Additional details regarding license requirements are specified by role below.

- 1) Design Manager. The Design Manager must have a minimum of 20 years of major infrastructure planning, design, and construction experience including at least five years of water/wastewater engineering program management experience leading projects of \$250 million or greater, and have an active professional engineering license in the State of California. The individual must have experience working as part of an over 50-member matrix organized team that is integrated with client's personnel, in a public-sector environment, in the role of engineering manager. The Design Manager will be assigned full-time to the project and will be the person leading the project on a day-to-day basis. There must be a commitment in the proposal that this individual will work full-time on this, and only this program (100% availability required).
- 2) Tunnel and Shafts Lead. The Tunnel Lead must have a minimum of 15 years of planning, design, and construction experience in the tunnel industry; must have worked at least five years in an engineering leadership role on at least two \$250 million, or greater, soft ground tunnel projects with an excavated diameter of 25 feet or greater, and have experience on at least one project involving deep shafts of at least 50 feet in diameter. An active professional engineering license is required; a California professional engineering license is preferred.
- 3) Geotechnical Lead. The Geotechnical Lead must have a minimum of 15 years of experience leading geotechnical engineering services on at least two projects with an exploration and analysis budget of \$5 million or greater. The Geotechnical Lead shall have led exploration programs, and preparation of data, baseline reports for surface facilities as well as deep, large diameter shafts and tunnels in soft, fully saturated ground conditions. The Geotechnical Lead shall at minimum have an active professional civil, or geotechnical engineer license in the State of California.
- 4) Intakes Lead: The Intakes Lead shall have a minimum of 10 years of engineering experience leading the planning, design, and construction of screened intakes with diversion capacity of 300 cfs or greater. The Intakes Lead shall be experienced with working on projects that involve the United States Army Corps of Engineers (USACE) permits related to the alteration and modification of USACE levees and heavy civil construction in marine environments. The Intakes Lead shall be experienced in coordinating technical studies with regulatory agencies to meet permit requirements. An active professional engineering license is required, a California professional

engineering license is preferred.

- 5) Pumping Plant Lead: The Pumping Plant Lead shall have a minimum of 10 years of experience in the planning, design, and construction of pumping plants and water conveyance facilities. The individual shall have demonstrated experience leading the planning, design, and construction of two or more pumping plants with a capacity of 1,000 cfs or greater. An active professional engineering license is required, a California professional engineering license is preferred.
- 6) Site Development Lead: The Site Development Lead will have a minimum of 10 years of experience in leading site development in remote project locations including: bringing electrical power to site, developing overall site access by land and water, utility relocation and developing site utilities, and logistics planning, and have an active California professional engineering license.
- 7) Environmental Mitigation Design Lead: The Environmental Mitigation Design Lead will have a minimum of 10 years of experience (preferably in California) leading the design and construction of mitigation and restoration projects, of which at least two projects each having a construction budget of \$5 million or greater, and must have an active California professional engineering license.

b) Applicants

The following are required minimum qualifications for the Applicant and their subcontractors as part of this RFQ. These qualifications will be evaluated on a pass/fail basis during the evaluation process.

- 1) Shall be an engineering firm experienced in water and/or wastewater engineering, including master planning, design, permitting, construction, and operation and maintenance of water conveyance and/or wastewater collection systems.
- 2) Shall demonstrate their successful experience with the management of engineering design activities related to tunnel design and construction on at least two projects involving tunnels with finished inside diameters of 30 feet or greater in soft ground conditions.
- 3) Shall have experience in planning, directing, and managing successful design of complex engineering programs with budgets more than \$2 billion (budgets include program management, engineering design, construction management, and construction costs). This experience shall include the management of design teams comprised of the Applicant's own personnel and the personnel of other contractors which may or may not have been directly contracted to the Applicant. Program is defined as managing a series of projects for a client over a time frame of at least 8 years.

5. **Scored Criteria**

Applicants must provide sufficient information to allow DWR to fully evaluate the criteria in this section. Applicants will be scored based on the completeness of their responses to address the criteria as identified in the “Scored Criteria” table in section IV, Selection Criteria and Evaluation Process.

a) Firm Performance and Experience (four sheets, eight pages maximum)

Applicants shall describe in detail their firm’s qualifications and experience that demonstrates the ability of the Applicants and their subcontractors (as applicable) to perform work similar in scope and size to that required in this RFQ. Specifically, this referenced work experience shall be related to experience in managing the design of water/wastewater conveyance facilities constructed under multiple construction contracts, and demonstrated competence and relevant experience in the planning, managing, engineering oversight, and engineering support of large water/wastewater infrastructure. Refer to Section IV for scoring criteria.

Each Applicant and subcontractor shall provide a detailed listing of past and pending litigation or claims within the last ten years.

Each Applicant shall cite projects (no more than five, with a minimum of three) worked on within the last 10 years that are most relevant to the services requested under this RFQ. For each, provide the project title, a brief narrative/description, and indicate the firm’s role (lead firm, subcontractor, support, etc.), and the final product, outcome, and benefits realized by the client because of the work. For each project noted, clearly identify your firm’s direct role on the specific projects and number of personnel assigned. A table format is preferred. List the most current projects first. Please provide all pertinent information including but not limited to:

- 1) Client name and address.
- 2) Client contact name, telephone and fax numbers, and email address.
- 3) Dates during which the Applicant provided engineering support services and program management services.
- 4) Contractor contract value on project and total value of overall program managed.
- 5) Names of Key Personnel of the Applicant’s team that participated on the named projects and their specific responsibilities.

Please **choose three projects from those cited above** that best demonstrate your qualifications as they pertain to the scope of work described in this RFQ and provide a **detailed** description of each. At least two of those projects must be non-DWR projects. Identify your responsibilities, problems/issues encountered, solutions recommended, results generated, the final product outcome, and the benefits realized by the client because of the work. DWR may contact these references; please provide only those with which such contact will be allowed. **Please include such information as listed below:**

- I. Provide examples of Applicant's experience and expertise in providing engineering design management, oversight, and coordination to clients on water resource projects similar to the services requested under this RFQ.
- II. Provide specific project details, including overall project/program budgets/costs for design phase of work, construction contract values, program/project duration (initial and final durations for design and construction phases), and total contract amount of work performed under the direction of your firm.
- III. Discuss any unusual project issues such as complex owner/stakeholder involvement, unique permitting and/or environmental conditions, unique schedule or budget challenges, provisions for long lead time equipment deliveries, coordination with utility power providers, or unique or challenging design and construction methodologies.
- IV. Discuss experience on design teams with multiple partners, both owner-furnished design components, and other contractor-furnished design elements.
- V. For each proposed subcontractor, provide a description of at least three programs/projects that are similar to those described in Exhibit A Scope of Work within the past 10 years, specific to their proposed responsibilities on this contract. The descriptions shall include the client (e.g., district, county, municipality or agency), key project personnel, a summary of the work performed, the contract amount, and the specific role of the subcontractor and individuals proposed for this contract, the project's achievements, client reference, and contact information.

b) Personnel Performance and Experience (one sheet, two pages per each Key Personnel, one half Sheet, one page per Significant Position Only)

This section shall describe in detail the relevant experience and qualifications of each Key Personnel and additional Significant Positions as noted in the Staffing Plan discussed in the Work Plan Section below. Applicants shall describe its personnel's qualifications, including professional licenses, certifications, and relevant experience that demonstrates the ability of the personnel to perform work similar in scope and size to that required in this RFQ. Specifically, this referenced work experience shall be related to experience in managing the design of water/wastewater conveyance facilities constructed under multiple construction contracts, and demonstrated competence and relevant experience in the planning, managing, engineering oversight, and engineering support of large water/wastewater infrastructure. Refer to Section IV for scoring criteria.

For each of the Key Personnel listed, the Applicant shall cite three example projects, one of which has been in the last five years that are **most relevant** to the services requested under this RFQ. For each example project, provide the project title, a brief narrative/description, and indicate the Key Personnel's role, notable achievements on the project, number of staff managed, outcome and benefits realized by the client. A table format is preferred. List the most current projects first. Please provide all pertinent information including but not limited to:

- 1) Client contact name, address, telephone and fax numbers, and email address.
- 2) Dates during which the Key Personnel provided reference engineering services.
- 3) Applicant contract value on project and total value of overall program managed.

For each of the Significant Positions added, the Applicant shall cite three example projects, one of which has been in the last five years that are **most relevant** to the services requested under this RFQ. For each example project, provide the project title, a brief narrative/description, and indicate the individual's role, notable achievements on the project, number of staff managed, outcome and benefits realized by the client. A table format is preferred. List the most current projects first. Please provide all pertinent information including but not limited to:

- I. Client contact name, address, telephone and fax numbers, and email address.
- II. Dates during which the individual provided reference engineering services.
- III. Applicant contract value on project and total value of overall program managed.

c) Work Plan – Technical Approach and Methodology (20 sheets, 40 pages maximum)

Provide a description of the anticipated procedures and approach to perform the requested Scope of Work. There is within DWR a special purpose office designated the Design and Construction Enterprise (DCE) that was established by the Director of DWR in June 2014. The DCE is dedicated solely to the timely design, construction and implementation, or to causing the timely design, construction and implementation of, the CWF. The Draft DCE Guidelines Exhibit B-1, Section 3.0 (Organization), available online at https://www.californiawaterfix.com/wp-content/uploads/2017/10/Draft_Final_DCE_Agreement_Combined.pdf, shows the proposed organization chart of the DCE and the organizational location of the Engineering Design Manager (EDM) in relation to the other groups. Section 3.0 also covers the anticipated detailed roles and responsibilities of each group. The Applicant's Work Plan shall present an approach to delivering the EDM services. The Applicant shall include a full description of major program areas and how the team will approach the execution of the work. This section will consist of addressing your proposed approach to delivering the five elements of the Scope of Work as defined in this RFQ:

- 1) General Engineering Design Management Service
- 2) Oversight and Coordination of Design Services
- 3) Engineering Design Services
- 4) Construction Phase Services
- 5) Engineering Planning and Reporting Activities

The Applicant's responses shall demonstrate that it understands DWR's objectives, requirements, commitments, and its ability to satisfy those objectives, requirements and commitments. The Applicant shall concisely describe the proposed approach for addressing the required services and its ability to meet DWR's needs by outlining the approach that would be undertaken in providing the requested services. Refer to Section IV for scoring criteria.

For each Feature Design Contractor (FDC) that reports directly to the EDM, the Applicant shall provide a work plan that addresses how the EDM will manage and oversee each FDC's effort.

As detailed on the following page, the Work Plan shall include a Staffing Plan in which Applicant shall discuss how they shall provide a team or teams of qualified, licensed or certified personnel to perform the work identified in Exhibit A – Scope of Work. Applicants shall provide an organizational structure (including organizational chart) and approach in providing personnel and resources to meet the overall strategic objectives of DWR in the performance of the work listed in Exhibit A – Scope of Work.

Applicants shall explain their approach to and rationale for: 1) establishing their project team at the designated work location; 2) ramping up and down staff to match the overall needs of the engineering design efforts at various stages of the contract period including: contract initiation, predesign, final design, transition to construction, and engineering support during construction; 3) developing a cohesive and high functioning engineering design organization that they will directly oversee (including FDCs); and 4) initiating and maintaining collaborative and coordinated working relationships with all of the other working groups (external to the engineering team) within DWR.

It is the responsibility of the Applicant to put forth a highly-qualified team with the experience and capabilities to undertake this scope of work, and propose individuals who meet the specific qualifications highlighted in this RFQ. Key Personnel and additional Significant Positions shall be provided as described in previous sections of this RFQ. Applicant shall discuss the role that each JV partner and/or subcontractors will perform in the execution of the work under the EDM Contract.

The Applicant shall address the time availability and commitment of the Key Personnel and Significant Positions assigned to the project relative to their involvement with other ongoing or expected projects. The Staffing Plan shall address ability and commitment to undertake this work immediately and in accordance with the overall program schedule, and dedicate the necessary personnel and resources to the project to meet the proposed schedule. See DCE Agreement Exhibit E for the proposed CWF schedule online at https://www.californiawaterfix.com/wp-content/uploads/2017/10/Draft_Final_DCE_Agreement_Combined.pdf.

In addition to the Key Personnel listed in the Minimum Requirements section above, the Applicant at their discretion should identify additional Significant Positions, that in their experience, may be required to accomplish the scope, goals, and objectives outlined for this contract. Sufficient information to properly evaluate the relevant qualifications and experience of such individuals shall be provided.

For the additional Significant Positions identified in the Staffing Plan, Applicant shall

include a copy of valid civil, geotechnical, mechanical, and electrical California professional engineering licenses/registrations along with program management certifications and any other pertinent.

d) Innovation – (three sheets, six pages maximum)

Applicants are requested to provide options and/or alternatives for innovation that could better utilize the available funds, reduce the schedule, or otherwise provide economic benefit of the CWF that may not have been contemplated. Refer to section IV for scoring criteria.

By way of example only, and not to limit ideas for innovation, such as:

- 1) Expedite the design and procurement process
- 2) Optimize existing system configuration
- 3) Respond to and incorporate change into the program while maintaining overall program standards and quality
- 4) Incentive and penalty structure to improve performance

6. Subcontractors (one sheet, two pages maximum)

Applicants shall identify all proposed subcontractors intended to be contracted with to provide the services described in this RFQ. Please note that rate schedules for subcontractor are required in Selection Criteria and Evaluation Process, Section D, Item 1. Subcontractors providing any of the “Key Personnel” positions shall provide resumes as noted above.

7. Conflict of Interest (excluded from page count)

In this section, Applicants shall state their ability to meet the terms and conditions addressed in Exhibit D – Conflict of Interest, and Exhibit E, Political Reform Act.

8. Additional Submitted Reference Information (three sheets, six pages maximum)

Applicants may submit additional reference information in this Section; however, DWR is not required to consider this information in the evaluation process.

9. Appendix (no page limit)

Applicants shall submit resumes for Key Personnel and Significant Positions detailing experience, licenses, certifications, and major similar projects.

IV. Selection Criteria and Evaluation Process

- A. Each SOQ submitted for this proposed contract service will be evaluated and, if the SOQ complies with the Minimum Requirements, will be scored in accordance with the following selection criteria:

Scored Criteria	Max. Points
<p>a) Firm Performance and Experience</p> <ul style="list-style-type: none"> • Successful delivery on past projects of similar scope and complexity • Quality of reference checks, including completing tasks on time, within budget, etc. • Experience and qualifications of any subcontractors proposed for the program • Evaluation of past and pending litigation or claims. 	25
<p>b) Personnel Performance and Experience</p> <ul style="list-style-type: none"> • Experience and qualifications of Key Personnel and additional Significant Positions • Level of availability (full or part-time commitment by Key Personnel) • Resource availability (other staff in addition to Key Personnel to implement the proposed Work Plan) • Possession of California Professional Engineering License for Key Personnel is preferred or required depending on role. 	25
<p>c) Work Plan (Emphasis should be on completeness and clarity of content with sufficient detail to allow for accurate evaluation and comparative analysis.)</p> <ul style="list-style-type: none"> • Technical approach and level of understanding of program goals and objectives • Soundness of methodology, including: <ul style="list-style-type: none"> - Efficiency of engineering design management approach - Thoroughness of program plan to accomplish the tasks needed - Schedule (to be provided) • Staffing Plan <ul style="list-style-type: none"> - Availability and range of resources - Estimate of Full Time Equivalent (FTEs) required to support Key Personnel • Integration with DWR management and staff <ul style="list-style-type: none"> - Soundness of the proposed organizational chart - Completeness and reasonableness of staffing plan 	35
<p>d) Innovation</p> <ul style="list-style-type: none"> • Identification of unique program challenges and approaches to address them • Opportunities for innovation and improvement of existing design concepts and constructability • Viability of suggested improvements to program organization management and implementation • Identification of potential program cost saving strategies • Level of benefit to the CWF 	15

- B. After the SOQ submittal date and time, each SOQ will be checked for the presence or absence of required information in conformance with the submission requirements of this RFQ. If any required information is absent, the SOQ may be rejected.

- C. A panel consisting of members of DWR will evaluate the SOQs in accordance with the stated Minimum Requirements, Selection Criteria and areas of knowledge, experience, and work plan. Separate interviews will then be held with at least three of the Applicants deemed to be the most highly qualified to provide the needed services or with all Applicants if less than three apply. A maximum of 10 individuals can represent any one applicant during the interview. Individuals from a subcontractor that is on more than one EDM team shall be precluded from attending the interview. Presentations during interviews must be limited to two hours with one additional hour for oral interview. If any presentations are required, the cost of preparing the presentation will be the responsibility of the Applicants. No reimbursement will be made by DWR.
- D. DWR will require submission of a schedule of hourly rates and all associated costs, provided in a sealed envelope marked with RFQ No. 10138585 and name of Applicant as it appears on SOQ, at the time of interview, see specific rate schedule instructions below. After the interviews have been completed, the applicants will be ranked. DWR will then begin discussion with the most qualified applicant to determine a price that is fair and reasonable to the State. The rate envelope provided at the interview will only be opened after the most qualified has been determined and only the envelope of the most qualified will be opened. If DWR is unable to successfully negotiate a cost agreement with the most qualified applicant, negotiations will begin with the next most qualified applicant, and so on. If DWR is unable to negotiate a fair and reasonable price with any applicant, DWR may elect not to award the contract and may elect to proceed with a new solicitation. The rate envelopes of the unsuccessful candidates will be returned unopened.
1. The Rate Schedule shall provide hourly rates for all classifications identified in the Scope or Work, including any other additional classifications, and listing any known Other Direct Costs.
 2. Aside from those classifications identified in the Scope of Work, Applicants shall include hourly fees for all other classifications and fees for any services that may be provided while performing services for DWR.
 3. The Rate Schedule shall include separate rates for each classification for services provided at the EDM team's offices and for services provided at DWR Headquarters in Sacramento.
 4. The Rate Schedule shall be inclusive of all general costs associated with administrative costs, accounting, taxes, overhead, profit, and other administrative costs associated with work required under the Scope of Work.
 5. The Cost Proposal shall identify the cost break down for the work at each phase of the program for the preliminary design phase, final design phase, and construction phase of services.
 6. The cost breakdowns for the Cost Proposal should be estimated based on the information provided in the Rate Schedule.
- E. Unsuccessful applicants will be notified by DWR following execution of the contract.
- F. Nothing in this RFQ shall require DWR to award a contract.

V. SOQ Conditions

In addition to Selection Criteria and Evaluation Process, Section IV, the following SOQ conditions apply:

- A. Applicants must keep the selection interviews and contract negotiations confidential until the contract is awarded.
- B. Evaluations will be available for public inspection after the selection and award process under the California Public Records Act (Government Code Section 6250 et seq.) and subject to review by the public.

VI. Submission of SOQs

- A. Five (5) hard copies and one (1) text readable pdf copy on CD or DVD of the SOQ must be submitted (mailed or hand delivered) to the following addresses:

Mail:

Department of Water Resources
 Division of Engineering
 Attention: Araya Rabidoux
 P. O. Box 942836
 Sacramento, CA 94236-0001
 Phone: (916) 651-0859

Overnight or Hand Delivery:

Department of Water Resources
 Division of Engineering
 Attention: Araya Rabidoux
 1416 9th Street, Room 406-10
 Sacramento, CA 95814
 Phone: (916) 651-0859

- B. The SOQs must be received by 2:00 p.m. on Monday, February 5, 2018. Envelopes should be clearly labeled: "**Statement of Qualifications, No. 10138585. DO NOT OPEN UNTIL February 5, 2018.**" SOQs received after the due date and time will be returned unopened to the submitting party.
- C. DWR is not responsible for any costs incurred by the applicants for preparation of SOQs.
- D. All materials (except brochures) submitted in response to this RFQ shall become State property and will not be returned. Brochures of non-selected applicants may be picked up where they were submitted after award has been made.
- E. An SOQ may be rejected if it is conditional or incomplete, or if it contains any proposed alternate terms, alterations of form, or other irregularities of any kind. The State may reject all SOQs and may cancel or modify this RFQ up to the date the SOQ is due. DWR reserves the right to reject all SOQs for reasonable cause.
- F. The Potential Qualifying Firms Certification Sheet (see page 20) must be signed by an individual who is authorized to bind the firm contractually. The signature must indicate the title or position that the individual holds in the firm. The Certification Sheet must be returned in the SOQ package. A SOQ will be rejected if the certification sheet is unsigned or omitted.
- G. Before the SOQ submission deadline, an applicant may withdraw its SOQ by submitting a written withdrawal request to the State, signed by the applicant or an agent authorized in accordance with the preceding paragraph. An applicant may

thereafter submit a new SOQ prior to the SOQ submission deadline. SOQs may not be revised without good cause and DWR's consent subsequent to SOQ submission deadline.

- H. DWR may modify the RFQ prior to the date fixed for submission of SOQs by the issuance of an addendum to all parties who received an RFQ package.
- I. Applicants are cautioned not to rely on DWR, during the evaluation, to discover and report any defects and errors in the submitted documents. Applicants, before submitting their documents, should carefully proof them for errors and adherence to the RFQ requirements. DWR may, but is not required to, waive minor deviations from submission requirements.

VII. Time Schedule

A.	RFQ published	CSCR A/E Consultants Information Network	<u>12/7/17</u> <u>12/7/17</u>
B.	First Questions Due		<u>12/14/17 by 2:00 p.m.</u>
C.	Pre-SOQ Submittal Conference		<u>12/19/17 at 3:30 p.m.</u>
D.	Second Questions Due		<u>12/21/17 by 2:00 p.m.</u>
C.	Answers Deadline		<u>1/4/18</u>
D.	SOQ Submission Deadline		<u>2/5/18 by 2:00 p.m.</u>
E.	Interview Dates (estimated dates)		<u>2/12/18 – 2/16/18</u>
F.	Completion date for contract negotiations (estimated date)		<u>3/2/18</u>
G.	Contract approval (estimated date)		<u>3/22/18</u>

Please be prepared to come for an interview between the estimated dates listed above. DWR reserves the right to change the dates.

VIII. Contract Obligations

- A. The following documents, when completed and approved, along with the resume(s) will comprise the contract (sample contract starting on page 23):
 1. A Standard Agreement (STD. 213).
 2. Scope of Work in Exhibit A and any corresponding attachments.
 3. Budget Detail and Payment Provisions in Exhibit B and any corresponding attachments.
 4. General Terms and Conditions in Exhibit C.

5. Special Terms and Conditions for the Department of Water Resources in Exhibit D and any corresponding attachments.
 6. Additional Provisions listed in Exhibit E and any corresponding attachments.
- B. The following documents are not exhibits, but are required prior to award of contract:
1. Contractor Certification Clause (CCC 04/2017)
 2. Payee Data Record (Std. 204)
 3. Insurance certificates and endorsements as stated in Exhibit E, Paragraph 3 – Certificate of Insurance.
 4. Written Agreements as stated in Exhibit E, Paragraph 14 – Follow-on Provision.

IX. Disabled Veteran Business Enterprise (DVBE) Participation

Candidates are strongly encouraged to submit with their RFQ a brief description of how your organization has engaged DVBE subcontractors in previous contracts and how you plan to partner with them in future contracts. State of California DVBE certification should be attached to the SOQ, if DVBE status is claimed. Proposing entities interested in obtaining California certification status as SB/MB or DVBE can apply online at www.caleprocure.ca.gov to the Department of General Services (DGS), Office of Small Business and DVBE Services (OSDS). For additional information, contact DWR's SB/DVBE Program Manager, Richard Zmuda, at (916) 653-9813 or via email at Richard.Zmuda@water.ca.gov.

X. Assembly Bill (AB) 761 – Infrastructure Bonds of 2006 - Small Business Program

- a. The Department of Water Resources actively supports the California Small Business Program. In recognizing the significant economic contribution made by California Small Businesses Executive Order S-02-06 issued February 2, 2006 mandates each California agency and department to meet annual California Small Business participation goals of 25 percent. These goals are achieved through contract awards made directly to the Small Business community or through subcontracted partnerships between Prime firms and small businesses, and each year DWR is required to track, tabulate and report overall expenditures made in the Small Business sector.
- b. For questions regarding Small Business Program regulations, contact Richard Zmuda, Small Business and DVBE Program Manager at (916) 653-9813 or via email at SB.DVBE@water.ca.gov

Department of Industrial Relations Registration of Contractors and Prevailing Wage Monitoring and Enforcement

- A. In addition to complying with other applicable laws, effective for all submissions of Statement of Qualifications (SOQs), that include public works, received on or after March 1, 2015, each Applicant submitting an SOQ for such contract work must be a Department of Industrial Relations Registered Contractor pursuant to Labor Code Section 1725.5 ("DIR registered contractor"). An Applicant that is not a DIR registered contractor when submitting an SOQ for the contract work is deemed "not qualified." Pursuant to Labor Code Section 1725.5, all subcontractors performing public works shall also be DIR registered contractors.

- B. Effective for contracts that include public works awarded on or after April 1, 2015, all awarded prime contractors, and all subcontractors of any tier, performing public works shall be DIR registered contractors. 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). The contracts are subject to compliance monitoring and enforcement by the Department of Industrial Relations.

PAYEE DATA RECORD

STD. 204 (Rev. 6-2003) (REVERSE)

1	<p><u>Requirement to Complete Payee Data Record, STD. 204</u></p> <p>A completed Payee Data Record, STD. 204, is required for payments to all non-governmental entities and will be kept on file at each State agency. Since each State agency with which you do business must have a separate STD. 204 on file, it is possible for a payee to receive this form from various State agencies.</p> <p>Payees who do not wish to complete the STD. 204 may elect to not do business with the State. If the payee does not complete the STD. 204 and the required payee data is not otherwise provided, payment may be reduced for federal backup withholding and nonresident State income tax withholding. Amounts reported on Information Returns (1099) are in accordance with the Internal Revenue Code and the California Revenue and Taxation Code.</p>								
2	<p>Enter the payee's legal business name. Sole proprietorships must also include the owner's full name. An individual must list his/her full name. The mailing address should be the address at which the payee chooses to receive correspondence. Do not enter payment address or lock box information here.</p>								
3	<p>Check the box that corresponds to the payee business type. Check only one box. Corporations must check the box that identifies the type of corporation. The State of California requires that all parties entering into business transactions that may lead to payment(s) from the State provide their Taxpayer Identification Number (TIN). The TIN is required by the California Revenue and Taxation Code Section 18646 to facilitate tax compliance enforcement activities and the preparation of Form 1099 and other information returns as required by the Internal Revenue Code Section 6109(a).</p> <p>The TIN for individuals and sole proprietorships is the Social Security Number (SSN). Only partnerships, estates, trusts, and corporations will enter their Federal Employer Identification Number (FEIN).</p>								
4	<p><u>Are you a California resident or nonresident?</u></p> <p>A corporation will be defined as a "resident" if it has a permanent place of business in California or is qualified through the Secretary of State to do business in California.</p> <p>A partnership is considered a resident partnership if it has a permanent place of business in California. An estate is a resident if the decedent was a California resident at time of death. A trust is a resident if at least one trustee is a California resident.</p> <p>For individuals and sole proprietors, the term "resident" includes every individual who is in California for other than a temporary or transitory purpose and any individual domiciled in California who is absent for a temporary to transitory purpose. Generally, an individual who comes to California for a purpose that will extend over a long or indefinite period will be considered a resident. However, an individual who comes to perform a particular contract of short duration will be considered a nonresident.</p> <p>Payments to all nonresidents may be subject to withholding. Nonresident payees performing services in California or receiving rent, lease, or royalty payments from property (real or personal) located in California will have 7% of their total payments withheld for State income taxes. However, no withholding is required if total payments to the payee are \$1,500 or less for the calendar year.</p> <p>For information on Nonresident Withholding, contact the Franchise Tax Board at the numbers listed below:</p> <table border="0"> <tr> <td>Withholding Services and Compliance Section:</td> <td>1-888-792-4900</td> <td>E-mail address:</td> <td>wscs.gen@ftb.ca.gov</td> </tr> <tr> <td>For hearing impaired with TDD, call:</td> <td>1-800-822-6298</td> <td>Website:</td> <td>www.ftb.ca.gov</td> </tr> </table>	Withholding Services and Compliance Section:	1-888-792-4900	E-mail address:	wscs.gen@ftb.ca.gov	For hearing impaired with TDD, call:	1-800-822-6298	Website:	www.ftb.ca.gov
Withholding Services and Compliance Section:	1-888-792-4900	E-mail address:	wscs.gen@ftb.ca.gov						
For hearing impaired with TDD, call:	1-800-822-6298	Website:	www.ftb.ca.gov						
5	<p>Provide the name, title, signature, and telephone number of the individual completing this form. Provide the date the form was completed.</p>								
6	<p>This section must be completed by the State agency requesting the STD. 204</p>								
	<p><u>Privacy Statement</u></p> <p>Section 7(b) of the Privacy Act of 1974 (Public Law 93-579) requires that any federal, State, or local governmental agency, which requests an individual to disclose their social security account number, shall inform that individual whether that disclosure is mandatory or voluntary, by which statutory or other authority such number is solicited, and what uses will be made of it.</p> <p>It is mandatory to furnish the information requested. Federal law requires that payment for which the requested information is not provided is subject to federal backup withholding and State law imposes noncompliance penalties of up to \$20,000.</p> <p>You have the right to access records containing your personal information, such as your SSN. To exercise that right, please contact the business services unit or the accounts payable unit of the State agency(ies) with which you transact that business.</p> <p>All questions should be referred to the requesting State agency listed on the bottom front of this form.</p>								

SOQ CHECKLIST

Please submit the following items in your SOQ. The SOQ will not be considered responsive unless the following documents are returned:

- Cover Letter
- Executive Summary
- Statement of Compliance
- Minimum Requirements
 - Key Personnel
 - Design Manager
 - State of California Professional Engineering license
 - Tunnel and Shafts Lead
 - Professional Engineering license
 - Geotechnical Lead
 - Professional Civil or Geotechnical Engineer License in the State of California
 - Intakes Lead
 - Professional Engineering License
 - Pumping Plant Lead
 - Professional Engineering License
 - Site Development Lead
 - State of California Professional Engineering License
 - Environmental Mitigation Design Lead
 - State of California Professional Engineering License
 - Applicants

- ___ Scored Criteria
 - ___ Firm Performance and Experience
 - ___ Personnel Performance and Experience
 - ___ Work Plan – Technical Approach and Methodology
 - ___ Innovation
- ___ Subcontractors
- ___ Conflict of Interest
- ___ Appendix (Resumes for Key Personnel and Significant Positions)
- ___ Potential Qualified Firms Certification Sheet (**signed**)
- ___ References
- ___ Five (5) hard copies and one (1) text readable pdf copy on CD or DVD of the SOQ

Please return this checklist with your SOQ.

POTENTIAL QUALIFIED FIRMS - CERTIFICATION SHEET
Engineering Management Services – RFQ No. 10138585

This certification sheet must be signed and returned along with all the required documents, as indicated on the Statement of Qualification Requirements, as an entire package with original signatures. The SOQ must be transmitted in a sealed envelope in accordance with all SOQ instructions.

- A. **Your all-inclusive SOQ is submitted as follows:**
- B. All Attachments follow behind this cover letter. ***(See SOQ Checklist)***
- C. Your signature affixed hereon and dated certifies that you have complied with all the requirements of this RFQ document. Your signature authorizes the verification of this certification.

>>> AN UNSIGNED SOQ WILL BE CAUSE FOR REJECTION <<<

1. Company Name	2. Telephone Number ()	2a. Fax Number ()
3. Address		
Indicate your organization type:		
4. <input type="checkbox"/> Sole Proprietorship	5. <input type="checkbox"/> Partnership	6. <input type="checkbox"/> Corporation
Indicate the applicable employee and/or corporation number:		
7. Federal ID No. (FEIN)	8. California Corporation No.	
Indicate applicable license and/or certification information:		
9. Contractors' State License Board Number	10. PUC License Number CAL-T-	11. Required Licenses/Certifications
12. Bidder's Name (Print)	13. Title	
14. Signature	15. Date	
16. Are you certified with the Department of General Services, Office of Small Business and DVBE Services (OSDS) as:		
a. Small Business Enterprise Yes <input type="checkbox"/> No <input type="checkbox"/> If yes, enter certification number: _____	b. Disabled Veteran Business Enterprise Yes <input type="checkbox"/> No <input type="checkbox"/> If yes, enter your service code below: _____	
NOTE: A copy of your Certification is required to be included if either of the above items is checked "YES." Date application was submitted to OSDS, if an application is pending: _____		

(SEE NEXT PAGE FOR EXPLANATIONS ON POTENTIAL QUALIFIED FIRMS CERTIFICATION SHEET)

**EXPLANATION OF ITEMS ON POTENTIAL QUALIFIED FIRMS
CERTIFICATION SHEET**

- A. The Potential Qualified Firms – Certification Sheet on page 20 shall be completed and submitted in accordance with the SOQ requirements. Your signature on this document certifies that you complied with all the RFQ requirements.
- (1), (2), (2a), and (3) are self-explanatory.
- (4) A sole proprietorship is a form of business in which one person owns all the assets of the business in contrast to a partnership and corporation. The sole proprietor is solely liable for all the debts of the business.
- (5) A partnership is a voluntary agreement between two or more competent persons, as co-owners, to place their money, effects, labor, and skill, or some or all of them in lawful commerce or business, with the understanding that there shall be a proportional sharing of the profits and losses between them.
- (6) A corporation is an artificial person or legal entity created by or under the authority of the laws of a state or nation, composed, in some rare instances, of a single person and his successors, being the incumbents of a particular office, but ordinarily consisting of an association of numerous individuals.
- (7) To be used for company identification and verification of tax compliance.
- (8) To be used for checking if corporation is in good standing with the State of California.
- (9) To be used for verification of Contractor’s license for Public Works Agreements.
- (10) To be used for verification of Public Utilities Commission (PUC) license for Public Works Agreements.
- (11) Complete, if applicable, by indicating the type of license and/or certification for services described.
- (12), (13), (14), and (15) are self-explanatory.
- (16) Refer to the Small Business and DVBE definitions for further information.

REFERENCES

Provide three to five (3-5) references of similar types of services performed within the last ten (10) years. At least two (2) should be non-DWR.

Name of Firm:	Telephone Number:
---------------	-------------------

Name of Contact:

Street Address: City: State: Zip Code:

Year Service Performed:

Service:

Name of Firm:	Telephone Number:
---------------	-------------------

Name of Contact:

Street Address: City: State: Zip Code:

Year Service Performed:

Service:

Name of Firm:	Telephone Number:
---------------	-------------------

Name of Contact:

Street Address: City: State: Zip Code:

Year Service Performed:

Service:

AGREEMENT NUMBER	
REGISTRATION NUMBER	

1. This Agreement is entered into between the State Agency and the Contractor named below:

STATE AGENCY'S NAME

CONTRACTOR'S NAME

2. The term of this Agreement is: _____ through _____

3. The maximum amount of this Agreement is: \$ _____

4. The parties agree to comply with the terms and conditions of the following exhibits which are by this reference made a part of the Agreement.

- | | |
|---|-------|
| Exhibit A – Scope of Work | pages |
| Exhibit B – Budget Detail and Payment Provisions | pages |
| Exhibit C – General Terms and Conditions | pages |
| Exhibit D – Special Terms and Conditions for DWR (Over \$5,000 Standard Payable), DWR 9544 (Rev 9/06) | pages |
| Exhibit E – Additional Provisions | pages |

Items shown with an Asterisk () are hereby incorporated by reference and made part of this agreement as if attached hereto. These documents can be viewed at www.ols.dgs.ca.gov/Standard+Language*

IN WITNESS WHEREOF, this Agreement has been executed by the parties hereto.

CONTRACTOR

CONTRACTOR'S NAME (if other than an individual, state whether a corporation, partnership, etc.)

BY (Authorized Signature)

DATE SIGNED(Do not type)



PRINTED NAME AND TITLE OF PERSON SIGNING

ADDRESS

STATE OF CALIFORNIA

AGENCY NAME

BY (Authorized Signature)

DATE SIGNED(Do not type)



PRINTED NAME AND TITLE OF PERSON SIGNING

ADDRESS

California Department of General Services Use Only

DGS Approval not required per Public Contract Code 10335 (a)

SCOPE OF WORK

The overall role of the Engineering Design Manager (EDM) is to provide engineering management services to assist the Chief Engineer (CE) in implementing the California WaterFix (CWF) during the design phase, as well as providing limited engineering design and other support services in a manner that is consistent with the Design and Construction Enterprise (DCE) Agreement Exhibit B-1-1 Guidelines available online at https://www.californiawaterfix.com/wp-content/uploads/2017/10/Draft_Final_DCE_Agreement_Combined.pdf. The EDM will also assist the Construction Manager (CM) with engineering support services during the construction phase. The EDM will perform engineering studies and investigations as directed. The EDM will coordinate and manage the activities of other design contractors and engineering professionals to ensure the various conveyance features listed in Section B below are designed, on schedule and on budget, and incorporate environmental commitment and mitigation measures identified in the Environmental Impact Report/Environmental Impact Statement (EIR/EIS) and associated permit conditions. The conveyance features include: intakes, tunnels, forebays, pumping plant, canals, roads, levees, Head of Old River Gate, power transmission systems, and DWR required facilities. Additionally, there are specific environmental commitment and mitigation measures that will be implemented and managed under direction of the EDM (work as described in the DCE Agreement Exhibit A). Specific engineering design management responsibilities and services to be provided by the EDM include:

A. GENERAL ENGINEERING DESIGN MANAGEMENT SERVICES

General services will be required of the EDM on an as-need basis throughout the contract term. These general services are to be coordinated with the CE and the Feature Design Contractors (FDCs) as a regular course of business. The general services, which may or may not be specifically identified elsewhere in this Scope of Work include:

1. Manage, coordinate, plan, and oversee design engineering;
2. Develop a uniform format and editorial style for CWF documents in cooperation with DWR;
3. Establish a coordinated and integrated list of projects by design service (listed in Section B, below) for the entire CWF, and ensure that interfaces and tie-in points between projects are addressed throughout the subsequent design process;
4. Establish work plans for each EDM project assignment including tasks, schedules, budgets, review processes, and resources needed;

5. Consolidate and disseminate information by collecting, organizing, and making available to all project teams, either electronically or as a hard copy, any design or study product (i.e. maps, surveys, reports, boring logs, etc.);
6. Manage and report on expenditures and charges for design engineering work elements, and measure against established performance baselines as required and report to the CE;
7. Prepare comprehensive baseline schedules addressing all engineering activities from the beginning of preliminary engineering through engineering close-out, measure progress against these schedules, identify and report trends and variances, recommend corrective actions, and report to the CE;
8. Develop, standardize, review, and prepare design standards and construction contract specifications including front end specifications, general requirements, and design processes related to different procurement approaches. Finalize design criteria, standards, and guidelines based upon review comments provided by DWR;
9. Aid in developing and approving documents related to alternative contract delivery approaches;
10. Develop and implement project close-out procedures for design work undertaken directly by the EDM or by the FDCs;
11. Provide coordination and support to the Risk Manager to ensure that risks related to the engineering design are identified, allocated, and properly managed;
12. With the support of the FDCs, conduct value engineering workshops to identify opportunities to improve conveyance, improve value, or reduce costs;
13. Assemble, coordinate, and support technical expert review teams (e.g., tunneling, intake, and pumping plant) as needed;
14. Coordinate with DWR efforts including Safety and Risk Management, Internal Audit, Finance and Accounting, Legal, and Public Education to ensure compliance with CWF requirements; and
15. Provide CAD drawing file management and support services in accordance with DWR standards. Manage CAD, Projectwise, and other engineering support software. Coordinate CAD with GIS, Accela, and other IT activities required for completion of engineering design.

B. OVERSIGHT AND COORDINATION OF DESIGN SERVICES BY OTHERS

The EDM will plan, coordinate, monitor, manage, and integrate work of all the FDCs listed below:

1. Geotechnical Investigations;
2. Tunnels and Shafts;
3. Intake Structures;
4. Pumping Plants;
5. Forebays;
6. Site Development: including utilities, power, land, and waterway access;
7. Estimating; and
8. Management of the design of the mitigation requirements set forth in Exhibit A of the DCE Agreement and other design efforts necessary to meet CWF mitigation requirements.

The EDM will coordinate the work of the FDCs with the other functional entities within the DCE organizational structure including but not limited to:

1. Property Acquisition;
2. Quality Assurance/Quality Control (QA/QC);
3. Staffing and Administrative Services;
4. Environmental Services and Permitting;
5. Information Technology and Systems;
6. Safety and Risk Management; and
7. Program Controls and Contracting.

For the FDCs identified above as being under the direct management of the EDM, the EDM will be responsible for the following tasks:

1. Plan, integrate, and manage the overall engineering design and support activities related to the CWF in a manner that is consistent with the overall scope, schedule and budget;

2. Assist the FDC Selection Teams with the preparation and compilation of information and material required for the appropriate selection of FDCs;
3. Monitor, report, and manage FDC performance to ensure that schedule, budget, and overall work quality meet defined metrics;
4. Lead design reviews to achieve conformance with performance standards and objectives (both capital and operations and maintenance), policies and procedures, permit conditions, and applicable State and federal laws and regulations, design standards, safety goals, schedule, budgets, and quality;
5. Develop construction contracting strategies and identify appropriate scope for construction contract bid documents;
6. In coordination with FDCs, provide bid packaging assistance to meet the State's goals for local and Small Business (SB) and Disabled Veterans Business Enterprise (DVBE) participation in construction contracts;
7. Coordinate the design of conveyance-feature interfaces, and resolve related design issues;
8. Review and recommend approval of FDCs Engineers' Estimates prior to advertisement of construction contract bid documents;
9. Ensure the necessary permits are acquired and agreements are reached for each project before advertisement of construction contract bid documents;
10. Oversee and monitor FDC change requests, progress payments, schedule adjustments, and design completion;
11. Manage design review process to resolve comments; and
12. Collaborate with the QA/QC Manager to develop a QA/QC plan, and manage the implementation by the FDCs.

C. DESIGN SERVICES BY EDM CONTRACTOR

The EDM and subcontractors shall be precluded from contracting for feature design services related to the California WaterFix in accordance with the Follow-On Provision clause in Exhibit E, except as identified below:

Engineering Design Services: The EDM will provide engineering services as directed by the CE. The EDM will commence work with the existing Conceptual Engineering Report dated July 2015 that was prepared to support the CWF. The level of effort will be to advance the conceptual engineering to the point that the FDCs can complete the preliminary and final design. Individual work assignments for required design services will be defined, negotiated,

and issued on a task order basis. The EDM will provide the following design services, but not inclusive of all Conceptual Engineering Report needed services:

1. Conduct operational studies to establish or verify design criteria for facility sizes and establish the flow and control requirements between new and existing facilities
2. Perform appropriate engineering analysis to establish final system configuration
3. Coordinate land and bathymetry surveys by others to: establish location of all facilities, provide data for preliminary and final design, and support property acquisition activities
4. Geotechnical Investigation team(s) as identified in the FDC listing above will perform primary geotechnical exploration for the CWF. The EDM may conduct limited geotechnical exploration and studies on an as-needed-basis
5. Conduct studies to determine the location of water, gas, and oil wells that may interfere with any facilities including the tunnels
6. Coordinate and manage required regulatory technical studies that influence the design of intakes, Head of Old River gate, and Clifton Court forebay
7. Review existing logistical studies and conduct new investigations to determine best methods to deliver equipment, materials, supplies, and labor to each construction site. Results of these investigations shall be incorporated into the design activities of the EDM and/or FDCs as appropriate
8. Prepare hydraulic and surge analyses to confirm facility configuration/sizing and to determine system response under various operational scenarios. Results of these analyses will be incorporated into the FDC's preliminary and final designs
9. Conduct seismic hazards assessments to establish criteria for seismic design of project facilities
10. Advance the conceptual engineering to set final configuration of the following facilities:
 - a. Tunnel sizes, alignments, and grades and determine location and configuration of all shaft sites and other related appurtenances including access roads and barge landings
 - b. Intakes, including sedimentation basin, drying lagoons, conduits, and outlets
 - c. Intermediate forebay with inlet and outlet structures and control

- d. Forebay near Clifton Court: including conveyance and control facilities to convey water to existing State Water Project (SWP) and CVP facilities
 - e. Pumping plant and surge structures
11. Review power providers' system impact and facility studies for temporary and permanent power and advance the engineering to set:
- a. The high voltage transmission power (69kv) pole-line route to construction site and switchyard configuration at the construction sites
 - b. The low voltage distribution (12kv) route from the providers' tie-in locations to the construction sites and transformer location at the construction sites
 - c. Coordinate with the power providers as necessary

Early Site Development Services: The EDM will conduct engineering studies, perform design, prepare construction contract bid documents, and obtain permits to develop one or more worksites to support tunnel launch activities. This work may include design and construction management of access roads, barge landing facility, site grading, and mass earthwork.

Architectural Design Services: The EDM will coordinate and provide architectural design services for components of the project. The EDM will provide the following architectural design services, but not inclusive of all Conceptual Engineering Report needed services:

- 1. Perform site analyses to determine existing architectural elements in the surrounding environment;
- 2. Conduct stakeholder meetings with project team, public, and other relevant parties to share ideas, gather input, resolve issues, and reach consensus;
- 3. Develop a series of architectural themes in accordance with DWR's criteria for buildings and landscaping including; building massing and elevation sketches and conceptual-level drawings suitable for conveying information to technical and non-technical entities;
- 4. Prepare architectural design guidelines that will serve as the basis of architectural design of specific program-wide components and can be used by subsequent FDCs in the pursuit of their work responsibilities;

5. Identify functional requirements, provide overall building programming that is suitable for further development in preliminary and final design, and prioritize design goals and objectives; and
6. Prepare 3D architectural renderings.

D. CONSTRUCTION PHASE SERVICES

As construction contracts are awarded and construction commences, the EDM will coordinate with the CM to provide engineering/design support during construction as required. Some of the tasks that may be required for construction phase services include:

1. Assist CM with the timely review of construction contractor submittals and requests for information;
2. Assist the CM with the evaluation of alternative design concepts submitted by the construction contractor;
3. Assist the CM with the evaluation of potential design changes during construction and from change orders; and
4. Assist CM with the development, review, and modifications of construction administration procedures as they relate to engineering support during construction.

E. ENGINEERING PLANNING AND REPORTING ACTIVITIES

The EDM will assist the CE in developing, maintaining, and implementing an overall engineering management plan. The EDM will be responsible for individual project management plans and reports that are directly related to the scope of work assigned to the EDM throughout the duration of the contract period. These reports and plans will

document the status and progress of the engineering efforts for the engineering studies, design, and engineering support during construction. The specific required plans are described below:

1. Annual Work Plan: The EDM shall prepare an annual work plan prior to the beginning of each calendar year that defines projects, tasks, budgets, staffing resources, and assignments for the calendar year, with a report on status of same for the previous calendar year.
2. Engineering Management Plan: The EDM will assist the CE in creating an Engineering Management Plan (EMP), which describes the steps, processes,

systems, and tools necessary to successfully manage the Engineering Design/Support activities of the CWF. Some expected components of the anticipated EMP are described below.

- a. Design Integration: The EDM shall establish an approach and methodology to identify, combine, unify, and coordinate various engineering design processes/ activities and provide for efficient management of design interdependencies.
- b. Schedule Management: The EDM shall establish an approach and methodology that will guide the development, management, and control of the CWF's engineering design schedule throughout the life of the CWF.
- c. Cost Management: In conjunction with the Chief Engineer, Program Manager, and Project Controls Manager, the EDM shall develop Key Performance Indicators and metrics, such as earned value, for the design of CWF features as a means of determining whether specific activities are meeting their goals in terms of technical, cost, schedule, and overall stakeholder satisfaction.
- d. Scope Management: in conjunction with the Chief Engineer and Program Manager, the EDM shall develop methods and reporting tools to monitor and control the scope of work for the CWF features, as a method of ensuring overall budget and schedule control. The methodology shall include processes to review/approve/disapprove the addition or deletion of required work activities under the program.
- e. Staff Management Plan: The EDM shall document how the EDM will manage its staff resources throughout the life of the contract including roles and responsibilities of key personnel assigned to the CWF; staffing estimates (who, when, and for how long;) and an organizational chart to show the reporting relationships. Any substitution of key staff or subcontractors during the project will require prior written approval from DWR's CE.
- f. Communication Plan: For the engineering aspects of this CWF, the EDM shall identify efficient and effective communication methods with both external and internal stakeholders and interested parties and will include processes and procedures for documenting the outcomes of meetings, issue resolutions, key decisions, and routine CWF team communications.
- g. Issue Resolution Process: In collaboration with DWR, the EDM shall develop an issue escalation and resolution process for use throughout the duration of the engineering design activities.
- h. Quality Management: The primary responsibility for the CWF's overall Quality Assurance/Quality Control (QA/QC) plan rests with the QA/QC Manager. The EDM will be responsible for ensuring that the

- i. QA/QC program is being implemented by each of the FDCs as they conduct their assignments.
 - j. Risk Management: The primary responsibility for developing the CWF's overall Risk Management Plan rests with the Risk Manager.
 - k. The EDM will be responsible for ensuring that the Risk Management Plan is being implemented by each of the FDCs as they conduct their assignments. With the assistance of the Risk Manager, the EDM will be responsible for conducting and documenting the reviews of CWF design work to ensure the previously established risk management process, including; risk identification, assessment, and resolution is taking place throughout the life to the CWF.
3. Additional Documentation: The EDM will prepare and maintain documents as directed by DWR that are inclusive of all Conceptual Engineering Report needs. Examples of these documents may include: engineering status reports, feature design memoranda, and permit coordination and compliance plans.

The Contract Managers for DWR and Contractor during the term of this agreement will be:

Department of Water Resources

Sergio S. Escobar, P.E.
 901 P Street, Room 429
 Sacramento, CA 95814
 Phone: (916) 653-9493
 Email: Sergio.Escobar@water.ca.gov

(Name of Selected Contractor)

(Name)
 (Street Address)
 (City, State Zip Code)
 Phone:
 Email:

Contract Managers may be changed by written notice to the other party.

ARCHITECTURAL & ENGINEERING CONTRACTS SAMPLE TASK ORDER

TASK ORDER NO. XX

Contractor:

Request for Services under Standard Agreement No. 46000XXXXX

Dated:

DESCRIPTION OF TASK:

Provide a one or two sentence summary of work to be performed under this task order. Only tasks that fit within the original scope of work may be assigned by a task order.

SCOPE OF WORK:

A. Description

Detailed description and location of service being requested – may include several separate subtasks which are related to completing the main project or task. Include reference from Contract Scope of Work for which the subtask is related. For example:

1. Contractor will conduct a site visit to the five repair sites to document the existing conditions, surrounding land uses, and view the construction areas. This task is covered under original scope of work, contract number 46000XXXXX, Exhibit A, Item X.x.xxx.
2. Contractor will prepare a brief description of the project (including defining the repairs to five sites along the Santa Ana Pipeline (SAPL). This brief description will provide sufficient information to allow for the determination that the SAPL Repairs Project does qualify for a CEQA Exemption. This task is covered under original scope of work, contract number 46000XXXXX, Exhibit A, Item X.x.xxx.
3. Based on the description of activities to be conducted during the proposed repairs, Contractor will conduct a brief analysis of potential construction-related air quality, noise, traffic, biology, and land use impacts to provide technical documentation that impacts would be short-term, temporary, and less than significant. This documentation will be provided in the form of a brief report for inclusion in the CEQA Exemption documentation. This task is covered under original scope of work, contract number 46000XXXXX, Exhibit A, Item X.x.xxx.
4. Per CEQA Guidelines, Contractor will prepare a Notice of Exemption (NOE) along with the technical documentation described in Tasks 1 through 3 (above). The NOE will be supported with a Technical Memorandum that will use the

documentation described in Tasks 1 through 3 (above) to ensure the proposed SAPL Repairs Project is not subject to the six exceptions previously provided by Contractor. The Technical Memorandum will ensure that even if none of the six exception factors is present and a categorical exemption clearly applies, DWR, to be prudent, is creating an evidentiary record of its exemption analysis to be cited in the event of litigation. This task is covered under original scope of work, contract number 46000XXXXX, Exhibit A, Item X.x.xxx.

B. State-provided information, requirements and/or services, *(if any). For example:*

DWR will conduct necessary permitting and construction monitoring activities associated with the Santa Ana Pipeline Repairs Project after completion of Tasks 1 through 4 above).

C. Deliverables *For example:*

This task order includes five deliverables. These deliverables are:

1. Report containing analysis of technical areas (i.e., air quality, noise traffic, biology, and land use)
2. Draft Technical Memorandum in support of a CEQA Categorical Exemption
3. Final Technical Memorandum in support of a CEQA Categorical Exemption
4. Draft Notice of Exemption Form
5. Final Notice of Exemption Form

SCHEDULE*:

The work shall begin upon full execution by DWR (or actual date if known) and continue through _____.

Include when deliverables are due. For example:

The work will be performed in accordance with the following schedule and milestones. This schedule is based upon time relative to notice to proceed:

TASK	TIME FRAME (if actual date is unknown)	DATE (if dates are known)
Technical Issue Analysis	Within four weeks of notice to proceed	June 3, 2022
Draft Technical Memorandum	One week after completion of technical analyses	June 10, 2022
Final Technical Memorandum	One week after receiving DWR's comments	June 24, 2022
Draft Notice of Exemption Form	One week after completion of technical analyses	June 10, 2022
Final Notice of Exemption Form	One week after receiving DWR's comments	June 24, 2022

DETAILED COSTS AND STAFFING*:

Contractor shall invoice all services according to Exhibit B, including all attachments, of the base contract. The total amount of this task order shall not exceed \$_____.

Please see Attachment **XX (or below)** for budget cost details.

Follow Budget Cost Detail template (available on the A&E website) for the task order budget; or, the budget details may be included within the task order document itself. Program is responsible for providing sufficient detail including specifics such as travel and per diem costs and other direct costs, if applicable. Staffing, including classifications, must be included. Insufficient detail will result in return of task order and may delay process.

Reimbursement for travel and per diem expenses shall only be made for travel and per diem that are in full compliance with the Reimbursement Clause in Exhibit E of the base contract.

***NOTE:**

Should Contractor anticipate that additional money or additional time is needed to complete this task order, the Contractor shall notify the DWR Contract Manager in writing at least **## (recommended minimum of 20 days - to be filled in by DWR Contract Manager)** business days prior to the depletion of funds or expiration of this task order in order to begin an amendment to this task order. No further services are to be provided from the time funds are depleted until the task order amendment has been approved. In addition, no services shall be performed after the expiration date.

CONTACT PERSONS:

DWR's Task Order Manager:

Name
Street Address
City, State, Zip Code
Phone
Fax
Email

Contractor's Task Order Manager:

Name
Street Address
City, State, Zip Code
Phone
Fax
Email

AUTHORIZED SIGNATURES:

Contractor and State agree that these services will be performed in accordance with the terms and conditions of Standard Agreement Number 46000XXXXX.

STATE OF CALIFORNIA
Department of Water Resources

(CONTRACTOR)

(Name of Task Order Manager)
Task Order Manager

(Contractor's Contact)

Date

Date

(Name of Contract Manager)
Contract Manager

Date

Modify this Budget Cost Detail template as necessary to match your contract provisions.

Contract 46000XXXXX BUDGET
Task Order XX, Am. XX, Attachment X

Labor Cost Detail (hours)

Labor Classification*	Subtask 1 Subtask Title	Subtask 2 Subtask Title	Subtask 3 Subtask Title	Subtask 4 Subtask Title	Subtotal	Loaded Hourly Rate	Labor Total	
<i>Prime Contractor</i>								
Jane Smith, Principal	2	2	2	2	8	\$70.00	\$560.00	
John Doe, Sr. Staff Scientist	20	30	40	20	110	\$60.00	\$6,600.00	
Suzy Que, Project Scientist II	40	40	40	40	160	\$50.00	\$8,000.00	
L. Lands, GIS/CADD Specialist	10	10	10	10	40	\$50.00	\$2,000.00	
Tom Thomas, Word Processor	5	5	5	5	20	\$40.00	\$800.00	
<i>Prime Subtotal</i>								\$17,960.00
<i>Subcontractor A</i>								
J. Jones, Supervising Engineer	20	20	20	20	80	\$65.00	\$5,200.00	
Heidi Hines, Staff Engineer	10	15	20	10	55	\$55.00	\$3,025.00	
<i>Subcontractor A Subtotal</i>								\$8,225.00
<i>Subcontractor B</i>								
Mary Marks, Senior Engineer	20	20	20	20	80	\$55.00	\$4,400.00	
Dave Davis, Staff Engineer	10	15	20	10	55	\$45.00	\$2,475.00	
<i>Subcontractor B Subtotal</i>								\$6,875.00
<i>Subcontractors Subtotal</i>								\$15,100.00
<i>Subcontractors Markup** (3%)</i>								\$453.00
Labor Cost Total								\$33,513.00

Direct Cost Detail (each/unit)

Item	Subtotal	Unit Price	Direct Cost Total
<i>Reproduction</i>			
\$0.10/page	250	\$0.10	\$25.00
<i>Field Supplies</i>			
Specimen container @ \$1/ea	50	\$1.00	\$100.00
Field notebook @ \$2/ea	5	\$2.00	\$20.00
Direct Costs			\$145.00

Travel Cost Detail (each/unit)***

Item	Subtotal	Unit Price	Direct Cost Total
Mileage @ \$0.51/mile	400	\$0.51	\$204.00
Lodging @ \$84.00 (plus tax)	12	\$91.35	\$1,096.20
Air fare @ \$200/person	8	\$200.00	\$1,600.00
<i>Meals</i>			
Breakfast @ \$6/person	22	\$6.00	\$132.00
Lunch @ \$10/person	11	\$10.00	\$110.00
Dinner @ \$18/person	11	\$18.00	\$198.00
Travel Costs Totals			\$3,340.20
Task Order Total			\$36,998.20

*Classifications and rates from Contract Exhibit B
 **Use subcontractor markup from Contract Exhibit B
 ***Pursuant to Contract Exhibit E

BUDGET DETAIL AND PAYMENT PROVISIONS

- I. **INVOICING AND PAYMENT:** Contractor shall submit three (3) copies of the invoice to the State only after receiving **verbal** notice of satisfactory completion or acceptance of work by the DWR Contract Manager. **The State will not accept an invoice for which work has not been approved and will return the invoice as a disputed invoice to the Contractor.**

Invoices shall be submitted not more than **monthly**, in arrears, bearing the contract number. Small business contractors **must** identify their certified small business status on the invoice.

Submit two (2) copies of each invoice to the Contract Manager at the following address:

Sergio S. Escobar, P.E.
Department of Water Resources
Executive Division
901 P Street, Room 429
Sacramento, CA, Zip 95814

Submit one (1) additional copy of each invoice simultaneously to the DWR Accounting Office at the following address in order to expedite approval and payment:

DWR Accounting Office
Contracts Payable Unit
P.O. Box 942836
Sacramento, California 94236-0001

Undisputed invoices shall be **paid** within 45 days of the date received by the Contract Manager and/or the Accounting Office, whichever date occurs later.

- II. **BUDGET CONTINGENCY CLAUSE:** If the Budget Act of the current year and/or any subsequent years covered under this Agreement does not appropriate sufficient funds for the program, this Agreement shall be of no further force and effect. In this event, the State shall have no liability to pay any funds whatsoever to Contractor or to furnish any other considerations under this Agreement and Contractor shall not be obligated to perform any provisions of this Agreement.

If funding for any fiscal year is reduced or deleted by the Budget Act for purposes of this program, the State shall have the option to either: cancel this Agreement with no liability occurring to the State, or offer an Agreement Amendment to Contractor to reflect the reduced amount.

- III. **PROMPT PAYMENT CLAUSE:** Payment will be made in accordance with and within the time specified in Government Code, Chapter 4.5 (commencing with Section 927).

RATE SHEET

THIS IS A PLACEHOLDER PAGE.

Rates are to be provided in a separate sealed envelope by applicant at time of interview. The rate envelope provided at interview will only be opened after the most qualified has been determined and only the envelope of the most qualified will be opened. If DWR is unable to successfully negotiate a cost agreement with the most qualified applicant, negotiations will begin with the next most qualified applicant, and so on.

Additional Payment Provisions

THIS IS A PLACEHOLDER PAGE.

GENERAL TERMS AND CONDITIONS

1. **APPROVAL**: This Agreement is of no force or effect until signed by both parties and approved by the Department of General Services, if required. Contractor may not commence performance until such approval has been obtained.
2. **AMENDMENT**: No amendment or variation of the terms of this Agreement shall be valid unless made in writing, signed by the parties and approved as required. No oral understanding or Agreement not incorporated in the Agreement is binding on any of the parties.
3. **ASSIGNMENT**: This Agreement is not assignable by the Contractor, either in whole or in part, without the consent of the State in the form of a formal written amendment. Before the State considers such assignment, contractor must provide evidence to the State that the proposed assignee qualifies as the "most highly qualified" available, as defined by Government Code section 4527.
4. **AUDIT**: Contractor agrees that the awarding department, the Department of General Services, the Bureau of State Audits, or their designated representative shall have the right to review and to copy any records and supporting documentation pertaining to the performance of this Agreement. Contractor agrees to maintain such records for possible audit for a minimum of three (3) years after final payment, unless a longer period of records retention is stipulated. Contractor agrees to allow the auditor(s) access to such records during normal business hours and to allow interviews of any employees who might reasonably have information related to such records. Further, Contractor agrees to include a similar right of the State to audit records and interview staff in any subcontract related to performance of this Agreement. (Gov. Code §8546.7, Pub. Contract Code §10115 et seq., CCR Title 2, Section 1896).
5. **INDEMNIFICATION**: Contractor agrees to indemnify, defend and save harmless the State, its officers, agents and employees from any and all claims and losses accruing or resulting to any and all contractors, subcontractors, suppliers, laborers, and any other person, firm or corporation furnishing or supplying work services, materials, or supplies in connection with the performance of this Agreement, and from any and all claims and losses accruing or resulting to any person, firm or corporation who may be injured or damaged by Contractor in the performance of this Agreement.
6. **DISPUTES**: Contractor shall continue with the responsibilities under this Agreement during any dispute.
7. **TERMINATION FOR CAUSE**: The State may terminate this Agreement and be relieved of any payments should the Contractor fail to perform the requirements of this Agreement at the time and in the manner herein provided. In the event of such termination the State may proceed with the work in any manner deemed proper by the State. All costs to the State shall be deducted from any sum due the Contractor under this Agreement and the balance, if any, shall be paid to the Contractor upon demand.

8. INDEPENDENT CONTRACTOR: Contractor, and the agents and employees of Contractor, in the performance of this Agreement, shall act in an independent capacity and not as officers or employees or agents of the State.

9. RECYCLING CERTIFICATION: The Contractor shall certify in writing under penalty of perjury, the minimum, if not exact, percentage of post consumer material as defined in the Public Contract Code Section 12200, in products, materials, goods, or supplies offered or sold to the State regardless of whether the product meets the requirements of Public Contract Code Section 12209. With respect to printer or duplication cartridges that comply with the requirements of Section 12156(e), the certification required by this subdivision shall specify that the cartridges so comply (Pub. Contract Code §12205).

10. NON-DISCRIMINATION CLAUSE: During the performance of this Agreement, Contractor and its subcontractors shall not unlawfully discriminate, harass, or allow harassment against any employee or applicant for employment because of sex, race, color, ancestry, religious creed, national origin, physical disability (including HIV and AIDS), mental disability, medical condition (e.g., cancer), age (over 40), marital status, and denial of family care leave. Contractor and subcontractors shall insure that the evaluation and treatment of their employees and applicants for employment are free from such discrimination and harassment. Contractor and subcontractors shall comply with the provisions of the Fair Employment and Housing Act (Gov. Code §12990 (a-f) et seq.) and the applicable regulations promulgated thereunder (California Code of Regulations, Title 2, Section 7285 et seq.). The applicable regulations of the Fair Employment and Housing Commission implementing Government Code Section 12990 (a-f), set forth in Chapter 5 of Division 4 of Title 2 of the California Code of Regulations, are incorporated into this Agreement by reference and made a part hereof as if set forth in full. Contractor and its subcontractors shall give written notice of their obligations under this clause to labor organizations with which they have a collective bargaining or other Agreement.

Contractor shall include the nondiscrimination and compliance provisions of this clause in all subcontracts to perform work under the Agreement.

11. CERTIFICATION CLAUSES: The CONTRACTOR CERTIFICATION CLAUSES contained in the document CCC 04/2017 are hereby incorporated by reference and made a part of this Agreement by this reference as if attached hereto.

12. TIMELINESS: Time is of the essence in this Agreement.

13. COMPENSATION: The consideration to be paid Contractor, as provided herein, shall be in compensation for all of Contractor's expenses incurred in the performance hereof, including travel, per diem, and taxes, unless otherwise expressly so provided.

14. GOVERNING LAW: This contract is governed by and shall be interpreted in accordance with the laws of the State of California.

15. ANTITRUST CLAIMS: The Contractor by signing this agreement hereby certifies that if these services or goods are obtained by means of a competitive bid, the Contractor shall comply with the requirements of the Government Codes Sections set out below.

a. The Government Code Chapter on Antitrust claims contains the following definitions:

1) "Public purchase" means a purchase by means of competitive bids of goods, services, or materials by the State or any of its political subdivisions or public agencies on whose behalf the Attorney General may bring an action pursuant to subdivision (c) of Section 16750 of the Business and Professions Code.

2) "Public purchasing body" means the State or the subdivision or agency making a public purchase. Government Code Section 4550.

b. In submitting a bid to a public purchasing body, the bidder offers and agrees that if the bid is accepted, it will assign to the purchasing body all rights, title, and interest in and to all causes of action it may have under Section 4 of the Clayton Act (15 U.S.C. Sec. 15) or under the Cartwright Act (Chapter 2 (commencing with Section 16700) of Part 2 of Division 7 of the Business and Professions Code), arising from purchases of goods, materials, or services by the bidder for sale to the purchasing body pursuant to the bid. Such assignment shall be made and become effective at the time the purchasing body tenders final payment to the bidder. Government Code Section 4552.

c. If an awarding body or public purchasing body receives, either through judgment or settlement, a monetary recovery for a cause of action assigned under this chapter, the assignor shall be entitled to receive reimbursement for actual legal costs incurred and may, upon demand, recover from the public body any portion of the recovery, including treble damages, attributable to overcharges that were paid by the assignor but were not paid by the public body as part of the bid price, less the expenses incurred in obtaining that portion of the recovery. Government Code Section 4553.

d. Upon demand in writing by the assignor, the assignee shall, within one year from such demand, reassign the cause of action assigned under this part if the assignor has been or may have been injured by the violation of law for which the cause of action arose and (a) the assignee has not been injured thereby, or (b) the assignee declines to file a court action for the cause of action. See Government Code Section 4554.

16. CHILD SUPPORT COMPLIANCE ACT: For any Agreement in excess of \$100,000, the contractor acknowledges in accordance with Public Contract Code 7110, that:

a. The contractor recognizes the importance of child and family support obligations and shall fully comply with all applicable state and federal laws relating to child and family support enforcement, including, but not limited to, disclosure of information and compliance with earnings assignment orders, as provided in Chapter 8 (commencing with section 5200) of Part 5 of Division 9 of the Family Code; and

b. The contractor, to the best of its knowledge is fully complying with the earnings assignment orders of all employees and is providing the names of all new employees to the New Hire Registry maintained by the California Employment Development Department.

17. UNENFORCEABLE PROVISION: In the event that any provision of this Agreement is unenforceable or held to be unenforceable, then the parties agree that all other provisions of this Agreement have force and effect and shall not be affected thereby.

18. PRIORITY HIRING CONSIDERATIONS: If this Contract includes services in excess of \$200,000, the Contractor shall give priority consideration in filling vacancies in positions funded by the Contract to qualified recipients of aid under Welfare and Institutions Code Section 11200 in accordance with Pub. Contract Code §10353.

19. SMALL BUSINESS PARTICIPATION AND DVBE PARTICIPATION REPORTING REQUIREMENTS:

a. If for this Contract Contractor made a commitment to achieve small business participation, then Contractor must within 60 days of receiving final payment under this Contract (or within such other time period as may be specified elsewhere in this Contract) report to the awarding department the actual percentage of small business participation that was achieved. (Govt. Code § 14841.)

b. If for this Contract Contractor made a commitment to achieve disabled veteran business enterprise (DVBE) participation, then Contractor must within 60 days of receiving final payment under this Contract (or within such other time period as may be specified elsewhere in this Contract) certify in a report to the awarding department: (1) the total amount the prime Contractor received under the Contract; (2) the name and address of the DVBE(s) that participated in the performance of the Contract; (3) the amount each DVBE received from the prime Contractor; (4) that all payments under the Contract have been made to the DVBE; and (5) the actual percentage of DVBE participation that was achieved. A person or entity that knowingly provides false information shall be subject to a civil penalty for each violation. (Mil. & Vets. Code § 999.5(d); Govt. Code § 14841.)

20. LOSS LEADER: If this contract involves the furnishing of equipment, materials, or supplies then the following statement is incorporated: It is unlawful for any person engaged in business within this state to sell or use any article or product as a "loss leader" as defined in Section 17030 of the Business and Professions Code. (PCC 10344(e).)

**EXHIBIT D - Special Terms and Conditions for
Department of Water Resources
(Architectural and Engineering)**

1. **EXCISE TAX:** The State of California is exempt from Federal Excise Taxes, and no payment will be made for any taxes levied on employees' wages.
2. **RESOLUTION OF DISPUTES:** In the event of a dispute, Contractor shall file a "Notice of Dispute" with the Director or the Director's Designee within ten (10) days of discovery of the problem. The State and Contractor shall then attempt to negotiate a resolution of such claim and, if appropriate, process an amendment to implement the terms of any such resolution. If the State and Contractor are unable to resolve the dispute, the decision of the Director or the Director's Designee shall be final, unless appealed to a court of competent jurisdiction.

In the event of a dispute, the language contained within this agreement shall prevail over any other language including that of the bid proposal.

3. **PAYMENT RETENTION CLAUSE:** Ten percent of any progress payments that may be provided for under this contract shall, at the discretion of the DWR Contract Manager be withheld per Public Contract Code Section 10346 pending satisfactory completion of all services under the contract or by task order until the task order deliverables are accepted by DWR.
4. **AGENCY LIABILITY:** The Contractor warrants by execution of this Agreement, that no person or selling agency has been employed or retained to solicit or secure this Agreement upon agreement or understanding for a commission, percentage, brokerage, or contingent fee, excepting bona fide employees or bona fide established commercial or selling agencies maintained by the Contractor for the purpose of securing business. For breach or violation of this warranty, the State shall, in addition to other remedies provided by law, have the right to annul this Agreement without liability, paying only for the value of the work actually performed, or otherwise recover the full amount of such commission, percentage, brokerage, or contingent fee.
5. **POTENTIAL SUBCONTRACTORS:** Nothing contained in this Agreement or otherwise shall create any contractual relation between the State and any subcontractors, and no subcontract shall relieve the Contractor of its responsibilities and obligations hereunder. The Contractor agrees to be as fully responsible to the State for the acts and omissions of its subcontractors and of persons either directly or indirectly employed by any of them as it is for the acts and omissions of persons directly employed by the Contractor. The Contractor's obligation to pay its subcontractors is an independent obligation from the State's obligation to make payments to the Contractor. As a result, the State shall have no obligation to pay or enforce the payment of any moneys to any subcontractor.
6. **SUBCONTRACTING:** The Contractor is responsible for any work it subcontracts. Subcontracts must include all applicable terms and conditions of this Agreement. Any subcontractors, outside associates, or consultants required by the Contractor in connection with the services covered by this Agreement shall be limited to such individuals or firms as were specifically identified in the bid or agreed to during negotiations for this Agreement, or as are specifically authorized by the Contract Manager during the performance of this Agreement. Any substitutions in, or additions to, such subcontractors, associates or consultants shall be subject to the prior written approval of the Contract Manager. Contractor warrants, represents and agrees that it and its subcontractors, employees and representatives shall at all times comply with all applicable laws, codes, rules and regulations in the performance of this Agreement. Should State determine that the work performed by a subcontractor is substantially unsatisfactory and is not in substantial accordance with the contract terms and conditions, or that the subcontractor is substantially delaying or disrupting the process of work, State may request substitution of the subcontractor.

7. RENEWAL OF CCC: Contractor shall renew the Contractor Certification Clauses or successor documents every three (3) years or as changes occur, whichever occurs sooner.
8. REPORT OF RECYCLED CONTENT CERTIFICATION: In accordance with Public Contract Code Sections 12200-12217, et seq. and 12153-12156, et seq. the contractor must complete and return the form DWR 9557, Recycled Content Certification, for each required product to the Department at the conclusion of services specified in this contract. Form DWR 9557 is attached to this Exhibit and made part of this contract by this reference.
9. TERMINATION CLAUSE: The State may terminate this contract without cause upon 30 days advance written notice. The Contractor shall be reimbursed for all reasonable expenses incurred up to the date of termination.
10. COMPUTER SOFTWARE: For contracts in which software usage is an essential element of performance under this Agreement, the Contractor certifies that it has appropriate systems and controls in place to ensure that state funds will not be used in the performance of this contract for the acquisition, operation or maintenance of computer software in violation of copyright laws.
11. PRIORITY HIRING CONSIDERATIONS: For contracts, other than consulting services contracts, in excess of \$200,000, the Contractor shall give priority consideration in filling vacancies in positions funded by the contract to qualified recipients of aid under Welfare and Institutions Code Section 11200 (Public Contract Code Section 10353).
12. EQUIPMENT RENTAL AGREEMENTS: This provision shall apply to equipment rental agreements. The State shall not be responsible for loss or damage to the rented equipment arising from causes beyond the control of the State. The State's responsibility for repairs and liability for damage or loss to such equipment is restricted to that made necessary or resulting from the negligent act or omission of the State or its officers, employees, or agents.
13. CONTRACTOR COOPERATION DURING INVESTIGATION: Contractor agrees to cooperate fully in any investigation conducted by or for DWR regarding unsatisfactory work or allegedly unlawful conduct by DWR employees or DWR contractors. The word "cooperate" include but is not limited to, in a timely manner, making Contractor staff available for interview and Contractor records and documents available for review.
14. CONFLICT OF INTEREST:
 - a. Current and Former State Employees: Contractor should be aware of the following provisions regarding current or former state employees. If Contractor has any questions on the status of any person rendering services or involved with the Agreement, the awarding agency must be contacted immediately for clarification.
 - (1) Current State Employees: (PCC §10410)
 - (a) No officer or employee shall engage in any employment, activity or enterprise from which the officer or employee receives compensation or has a financial interest and which is sponsored or funded by any state agency, unless the employment, activity or enterprise is required as a condition of regular state employment.
 - (b) No officer or employee shall contract on his or her own behalf as an independent contractor with any state agency to provide goods or services.
 - (2) Former State Employees: (PCC §10411)
 - (a) For the two-year period from the date he or she left state employment, no former state officer or employee may enter into a contract in which he or she engaged in any of the negotiations, transactions, planning, arrangements or any part of the decision-making process relevant to the contract while employed in any capacity by any state agency.

- (b) For the twelve-month period from the date he or she left state employment, no former state officer or employee may enter into a contract with any state agency if he or she was employed by that state agency in a policy-making position in the same general subject area as the proposed contract within the 12-month period prior to his or her leaving state service.

b. Penalty for Violation:

- (a) If the Contractor violates any provisions of above paragraphs, such action by Contractor shall render this Agreement void. (PCC §10420)

c. Members of Boards and Commissions:

- (a) Members of boards and commissions are exempt from this section if they do not receive payment other than payment of each meeting of the board or commission, payment for preparatory time and payment for per diem. (PCC §10430 (e))

d. Representational Conflicts of Interest:

The Contractor must disclose to the DWR Program Manager any activities by contractor or subcontractor personnel involving representation of parties, or provision of consultation services to parties, who are adversarial to DWR. DWR may immediately terminate this contract if the contractor fails to disclose the information required by this section. DWR may immediately terminate this contract if any conflicts of interest cannot be reconciled with the performance of services under this contract.

e. Financial Interest in Contracts:

Contractor should also be aware of the following provisions of Government Code §1090:

“Members of the Legislature, state, county district, judicial district, and city officers or employees shall not be financially interested in any contract made by them in their official capacity, or by any body or board of which they are members. Nor shall state, county, district, judicial district, and city officers or employees be purchasers at any sale or vendors at any purchase made by them in their official capacity.”

15. ORDER OF PRECEDENCE: In the event of any inconsistency between the terms, specifications, provisions or attachments which constitute this Contract, the following order of precedence shall apply:

- a) The General Terms and Conditions;
- b) The Std. 213;
- c) The Scope of Work;
- d) Any other incorporated attachments in the Contract by reference

ADDITIONAL PROVISIONS

1. COPYRIGHT: All rights in copyright works created by the Contractor in the performance of work under this agreement are the property of the State.
2. REIMBURSEMENT CLAUSE: If applicable, travel and per diem expenses to be reimbursed under this contract shall be at the same rates the State provides for nonrepresented employees in accordance with the provisions of Title 2, Division 1, Chapter 3, Subchapter 1, Article 2 of the California Code of Regulations. Travel and Per Diem Expenses, has been attached and labeled as Attachment 1.

Any reimbursable travel from locations other than designated headquarters requires advance approval by Task Order from DWR Contract Manager.

3. CERTIFICATE OF INSURANCE:

General Provisions Applying to All Policies

- a. Coverage Term – Coverage needs to be in force for the complete term of the contract. If insurance expires during the term of the contract, a new certificate must be received by the State at least ten (10) days prior to the expiration of this insurance. Any new insurance must still comply with the original terms of the contract.
- b. Policy Cancellation or Termination & Notice of Non-Renewal – Insurance policies shall contain a provision stating coverage will not be cancelled without 30 days prior written notice to the State. In the event Contractor fails to keep in effect at all times the specified insurance coverage, the State may, in addition to any other remedies it may have, terminate this Contract upon the occurrence of such event, subject to the provisions of this Contract.
- c. Deductible – Contractor is responsible for any deductible or self-insured retention contained within their insurance program.
- d. Primary Clause – Any required insurance contained in this contract shall be primary, and not excess or contributory, to any other insurance carried by the State.
- e. Insurance Carrier Required Rating – All insurance companies must carry a rating acceptable to the Office of Risk and Insurance Management. If the Contractor is self insured for a portion or all of its insurance, review of financial information including a letter of credit may be required.

- f. Endorsements – Any required endorsements requested by the State must be physically attached to all requested certificates of insurance and not substituted by referring to such coverage on the certificate of insurance.
- g. Inadequate Insurance – Inadequate or lack of insurance does not negate the contractor's obligations under the contract.
- h. Satisfying an SIR – All insurance required by this contract must allow the State to pay and/or act as the contractor's agent in satisfying any self-insured retention (SIR). The choice to pay and/or act as the contractor's agent in satisfying any SIR is at the State's discretion.
- i. Available Coverages/Limits – All coverage and limits available to the contractor shall also be available and applicable to the State.

Insurance Requirements

The Contractor shall furnish to the State evidence of the following required insurance:

- j. Commercial General Liability – Contractor shall maintain general liability on an occurrence form with limits not less than \$1,000,000 each occurrence and \$2,000,000 aggregate for bodily injury and property damage. The policy shall include coverage for liabilities arising out of premises, operations, independent contractors, products, completed operations, personal & advertising injury, and liability assumed under an insured contract. This insurance shall apply separately to each insured against whom claim is made or suit is brought subject to the Contractor's limit of liability. The policy must include:

Department of Water Resources, State of California, its officers, agents, and employees as additional insureds, but only with respect to work performed under the contract.

This endorsement must be supplied under form acceptable to the Office of Risk and Insurance Management.

In the case of Contractor's utilization of subcontractors to complete the contracted scope of work, contractor shall include all subcontractors as insured's under Contractor's insurance or supply evidence of insurance to The State equal to policies, coverages and limits required of Contractor.

- k. Automobile Liability – Contractor shall maintain motor vehicle liability with limits not less than \$1,000,000 combined single limit per accident. Such insurance shall cover liability arising out of a motor vehicle including owned,

hired and non-owned motor vehicles. The same additional insured designation and endorsement required for general liability is to be provided for this coverage.

- i. Workers Compensation and Employers Liability – Contractor shall maintain statutory worker’s compensation and employer’s liability coverage for all its employees who will be engaged in the performance of the Contract. Employer’s liability limits of \$1,000,000 are required. When work is performed on State owned or controlled property, the workers’ compensation policy shall contain a waiver of subrogation in favor of the State. The waiver of subrogation endorsement shall be provided.
- m. Errors and Omissions/Professional Liability – Contractors shall maintain Errors and Omissions/Professional Liability insurance with limits not less than \$1,000,000 each occurrence and \$3,000,000 aggregate. The retro date shall be shown on the certificate of insurance and shall be no later than the date of this contract or the date work under this contract begins.
- n. Pollution/Environmental Liability – Contractor shall maintain pollution liability with limits no less than \$1,000,000 each claim covering bodily injury, property damage and environmental damage resulting from pollution and related cleanup costs. Coverage shall be for work performed on site as well as during handling and transport of hazardous materials. The transporter of hazardous materials, whether the contractor or a subcontractor, shall provide a copy of its MCS-90 endorsement, or equivalent, to its automobile liability insurance.

The same additional insured designation and endorsement required for general liability is to be provided for this coverage.

Insurance certificates must have an original signature and contain the Contract number or RFQ number.

Subsequent renewals of the insurance certificate shall be sent to the **Department of Water Resources, A&E Service Agreement Section, 1416 Ninth Street, Room 406-10, Sacramento, California 95814**. This name and address shall appear on the certificate as the certificate holder.

4. PREVAILING WAGES: Labor Code Certifications.
 - a. The Contractor is aware of the provisions of Section 3700 of the Labor Code, which requires every employer to be insured against liability for workers’ compensation or to undertake self-insurance in accordance with the provisions of that code and the Contractor and any subcontractors will comply

with such provisions before commencing the performance of the work of this contract.

- b. In accordance with the applicable provisions of the Labor Code, the Contractor and any subcontractors shall pay their employees prevailing wages for the performance of work. The Director of the State Department of Industrial Relations has made the general prevailing wage rate determination covering the locality where work on this contract is to be performed. The general prevailing wage rates can be obtained from the Department of Industrial Relations or any source authorized by the Department of Industrial Relations. On the Internet, prevailing wage rates can be found at www.dir.ca.gov. A copy of the general prevailing wage rates is also on file at the State Department of Water Resources, 1416 Ninth Street, Sacramento, California, and is available to any interested party upon request. The Contractor agrees to post a copy of the applicable general prevailing wage rates for the locality of each job site.
- c. It is hereby mutually agreed that, pursuant to Labor Code section 1775(a)(1), the Contractor shall forfeit to the State two hundred dollars (\$200) for each calendar day, or portion thereof, for each worker paid by him or her, or subcontractor under him or her, less than the prevailing wage so stipulated and in addition, the Contractor further agrees to pay to each worker the difference between the actual amount paid for each calendar day, or portion thereof, and the stipulated prevailing wage rate for the same. This provision shall not apply to properly registered apprentices.
- d. It is further agreed that the maximum hours a worker is to be employed is limited to eight hours a day and 40 hours a week and the contractor shall forfeit, as a penalty to the State, twenty-five dollars (\$25) for each worker employed in the execution of the contract for each calendar day during which a worker is required or permitted to labor more than eight hours in any calendar day or more than 40 hours in any calendar week, in violation of Labor Code sections 1810-1815, inclusive.
- e. Properly registered apprentices may be employed in the prosecution of the work. Every such apprentice shall be paid the standard wage paid to apprentices under the regulations of the craft or trade at which he or she is employed, and shall be employed only at the work of the craft or trade to which he or she is registered. The Contractor and each subcontractor must comply with the requirements of Labor Code section 1775.5 and any related regulations regarding the employment of registered apprentices.
- f. The Contractor and any subcontractors shall comply with all other applicable Labor Code requirements, including section 1776 regarding record keeping.

- g. DIR Registration of Contractor and subcontractors: Contractor agrees that to the extent it is performing “public works” under Labor Code Sections 1720 et seq. it shall remain registered with the Department of Industrial Relations (“DIR”) pursuant to Labor Code Section 1725.5 (“DIR registered contractor”) at all times during the performance of the work. Contractor shall independently verify that all subcontractors of every tier are DIR registered contractors at all times during the performance of the work.
 - h. Certified Payroll Records: To the extent the work performed by Contractor is “public works” under Labor Code Sections 1720 et seq. Contractor shall comply with the Certified Payroll Record (CPR) requirements of Section 1771.4 and Section 1776 of the Labor Code and shall require and verify that all subcontractors of every tier comply with such CPR requirements.
 - i. Posting of Job Site Notices: To the extent the work performed by Contractor is “public works” under Labor Code Sections 1720 et seq., pursuant to Labor Code Section 1771.4(a)(2), Contractor shall post any job site notices prescribed by DIR.
 - j. DIR Enforcement: To the extent the work performed by Contractor is “public works” under Labor Code Sections 1720 et seq., this Contract is subject to prevailing wage compliance monitoring and enforcement by DIR.
 - k. Penalty assessment for non-compliance with CPR requests; withholding of payment: Pursuant to Labor Code Section 1776(h), to the extent the work performed by Contractor is “public works” under Labor Code Sections 1720 et seq., if the requirements therein regarding production of CPRs within ten (10) days of written request have not been strictly complied with, the offending Contractor or subcontractor(s) shall forfeit the sum of One Hundred Dollars (\$100) per calendar day, or portion thereof, for each worker, until such offending party has fully complied with the requirements. Upon request of DIR, these penalties shall be withheld from progress payments then due to Contractor. Contractor is not subject to a penalty assessment for failure of a subcontractor to comply with the requirements of this paragraph.
5. PERMITS AND LICENSES: All professional licenses or certifications shall be maintained in good standing during the term of the contract.
6. POLITICAL REFORM ACT: Contractor shall comply with the language stated in the Standard Contract Provisions Concerning the Political Reform Act, Attachment 2. Contractor shall file a Statement of Economic Interests (Fair Political Practices Commission Form 700) upon assuming office, annually, and within 30 days after leaving office.

7. OWNERSHIP/INVENTORY/DISPOSITION OF STATE EQUIPMENT: The following is applicable to equipment purchased or furnished by other agencies and equipment purchased by the contractor where such expense is charged to and/or reimbursed from contract funds.

No equipment shall be purchased under the auspices of the Agreement without prior written authorization of the State. All equipment of any kind, purchased or reimbursed with contract funds or furnished by the State under the terms of this Agreement and not fully consumed in the performance of this Agreement, shall be considered State equipment and the property of the State.

The State may, at its option, repair any damage or replace any lost or stolen items and deduct the cost thereof from the contractor's invoice to the State, or require the Contractor to repair or replace any damaged, lost, or stolen equipment to the satisfaction of the State with no expense to the State.

The Contractor should maintain an inventory record for each piece of non-expendable equipment purchased or built with funds provided under the terms this Agreement. The inventory record of each piece of such equipment should include the date acquired, total cost, serial number, model identification (on purchased equipment), and any other information or description necessary to identify said equipment (SAM Section 8600). A copy of the inventory record must be submitted to the State on request by the State.

8. PROTECTION OF CONFIDENTIAL AND SENSITIVE INFORMATION: This shall apply to all Contractors whose terms with the Department require or permit access to Confidential or Sensitive Information in conducting business with the Department or performing duties under a Contract with the Department. Contractor shall impose all the requirements of this provision on all of its officers, employees, and Affiliates with access to Confidential and/or Sensitive Information in accordance with Attachment 3. Also a Nondisclosure Certificate, Attachment 4, must be signed by all personnel with access to Confidential and Sensitive Information and submitted to the Department prior to being allowed such access.
9. SUBSTITUTIONS OF PERSONNEL – Substitutions or additions of personnel and/or subcontractors that may be used in the course of this contract shall only be made at the request of the DWR Contract Manager or his/her designee with a 24 hour notice to Contractor and after review and approval of their resume. DWR may terminate the use of personnel when services are no longer needed for a particular project with a 24 hour notice.

DWR will have the ultimate responsibility of determining the quality and quantity of work performed by the Contractor's personnel. If, at any time, the level of performance is below expectations, DWR may release Contractor's personnel and

request another person assigned as needed. DWR reserves the right to disapprove the assignment or the continuing assignment of specific contractor personnel, subcontractors, and subcontractor personnel. The Contractor's withdrawal of said personnel will be immediate upon DWR's Notice of Disapproval. Replacement personnel must be approved by DWR prior to their participation in the contract. Replacement personnel must report within five (5) calendar days after DWR approves Contractor personnel. Resumes will be required for any new personnel of the Contractor or subcontractor.

Resumes containing the qualifications and experience of the Contractor's personnel shall be submitted to the Contract Manager for review prior to assignment. If, in the opinion of the Contract Manager, an individual lacks adequate experience, the Contractor's employee may be accepted on a trial basis until such time as the individual's ability to perform the required services has been demonstrated.

Addition of prime Contractors and/or Subcontractors is subject to review by DWR and may require an amendment to the original contract.

10. SERVICES: The Department does not guarantee the amount of work to be assigned to the Contractor under this agreement.

11. DELIVERABLES AND OTHER WORK PRODUCT:

Contractor will deliver to DWR:

- a. All physical or electronic components used to create any printed or electronic product, so that DWR obtains the capability to open, print, and edit, as necessary, any document, figure, image, plate, profile, table, or graph included as or in a task order deliverable. These include, but are not limited to, all text, spreadsheet, and database files; GIS data files used to produce any map regardless of the file origin; CADD files; any linked or embedded tables, graphics, or text that were included in any deliverable; and all image files.
- b. Electronic copies of all finalized data files, in any format that was used. All files, subject to DWR review and approval, shall comply with all aspects of DWR IT and GIS Data Standards. All GIS data files shall include or be attached to metadata in compliance with the current DWR GIS Metadata Standards.

12. GEOGRAPHIC INFORMATION SYSTEMS (GIS): For GIS services, Contractor will deliver to DWR:

- a. Electronic copies of all finalized GIS data files, or non-GIS files containing spatial data (such as in Excel worksheets), in any format that was used,

including but not limited to shapefiles (all components), geodatabases, coverages, grids, etc. All data, subject to DWR review and approval, shall comply with all aspects of DWR GIS Data Standard. Each data file shall include or be attached to metadata in compliance with the current DWR GIS Metadata Standard. Metadata shall include detailed descriptions of creation methods, analysis steps, spatial and attribute accuracies/completeness, complete data dictionaries, and any other relevant information that could affect interpretation of applicability of these data toward any potential purpose. All data shall be provided in NAD83/NAVD88 reference datums.

- b. All other physical or electronic components used to create any printed or electronic product, so that DWR obtains the capability to open and print any document, figure, plate, profile, table or graph included in a task order and edit them as necessary. These include, but are not limited to, all GIS data files used to produce any map regardless of the file origin; all finalized GIS document files such as, but not limited to, ESRI ArcMap Document (MXD) files and AutoCAD Drawing Exchange Format (DXF) files; style sheets for all symbology used in any GIS product; any linked or embedded tables, graphics or text that were included in any map layout, all in a form that permits editing; all CADD files, all image files.
- c. Electronic copies of all source data including, but not limited to, GIS files and significant intermediate processing step files used to generate final data files.

Another possible, though not required, avenue to include:

- d. Submit all geoprocessing methods as ArcGIS ModelBuilder tools. The ModelBuilder tools shall provide the ability to recreate the processing steps used to create the deliverables developed and submitted under this Agreement (basically using ModelBuilder as a geoprocessing step documentation to illustrate the steps taken).
13. **SAFETY COMPLIANCE**: Contractor shall remain informed of, and in compliance with applicable federal, state, county and municipal laws, ordinances, rules and regulations.

14. FOLLOW-ON PROVISION: The EDM will be involved in coordinating and overseeing the work of other firms under contract for CWF. Therefore, the EDM Contractor shall agree in writing that it and any of its subsidiaries, subcontractors or joint ventures who provide key personnel for the EDM contract will not be eligible to be awarded any other CWF contract related to engineering design services. The written agreement shall remain in force until one year after the expiration of this contract, including amendments. If the EDM is a subsidiary of another company, the other company shall also make this written commitment.

15. FUTURE ASSIGNMENT BY DWR: DWR may assign this contract, pursuant to California Law, to a Joint Powers Authority (JPA) comprised of non-state governmental entities that receive water from the State Water Project and/or the Central Valley Project, after the establishment of the JPA (California Government Code Sections 6500 et seq).

TRAVEL AND PER DIEM EXPENSES

I. SHORT-TERM PER DIEM EXPENSES

A. In computing reimbursement for continuous short-term travel of more than 24 hours and less than 31 consecutive days, the employee will be reimbursed for actual costs up to the maximum allowed for each meal, incidental, and lodging expense for each complete 24 hours of travel, beginning with the traveler's times of departure and return, as follows:

1. On the first day of travel on a trip of 24 hours or more:

Trip begins at or before 6 a.m.	Breakfast may be claimed on the first day.
Trip begins at or before 11 a.m.	Lunch may be claimed on the first day.
Trip begins at or before 5 p.m.	Dinner may be claimed on the first day.

2. On the fractional day of travel at the end of a trip of more than 24 hours:

Trip ends at or after 8 a.m.	Breakfast may be claimed.
Trip ends at or after 2 p.m.	Lunch may be claimed.
Trip ends at or after 7 p.m.	Dinner may be claimed.

If the fractional day includes an overnight stay, receipted lodging may also be claimed. No meal or lodging expense may be claimed or reimbursed more than once on any given date or during any 24-hour period.

3. Reimbursement shall be for actual expenses, subject to the following maximum rates:

Meals:

Breakfast	\$ 7.00	Receipts are not required for regular short-term travel meals
Lunch	\$ 11.00	
Dinner	\$ 23.00	
Incidentals	\$ 5.00	

Lodging:

Statewide	Actual up to \$90.00 per night, plus tax
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When required to conduct State business and obtain lodging in the counties of Napa, Riverside, and Sacramento, reimbursement will be for actual receipted lodging to a maximum of \$95.00 per night, plus tax.

When required to conduct State business and obtain lodging in the counties of Los Angeles, Orange, and Ventura, and Edwards AFB, excluding the city of Santa Monica, reimbursement will be for actual receipted lodging to a maximum of \$120.00 per night, plus tax.

When required to conduct State business and obtain lodging in the counties of Alameda, Monterey, San Diego, San Mateo, and Santa Clara, reimbursement will be for actual receipted lodging to a maximum of \$125.00 per night, plus tax.

When required to conduct State business and obtain lodging in the county of San Francisco, the city of Santa Monica, reimbursement will be for actual receipted lodging to a maximum of \$150.00 per night, plus tax.

If lodging receipts are not submitted, reimbursement will be for meals only at the rates and time frames set forth in B1 below.

B. In computing reimbursement for continuous travel of less than 24 hours, actual expenses, up to the maximums in #3 above, will be reimbursed for breakfast and/or dinner and/or lodging in accordance with the following time frames:

1. Travel begins at or before 6 a.m. and ends at or after 9 a.m.: Breakfast may be claimed. Travel begins at or before 4 p.m. and ends at or after 7 p.m.: Dinner may be claimed. If the trip of less than 24 hours includes an overnight stay, receipted lodging may be claimed. No lunch or incidentals may be reimbursed on travel of less than 24 hours.
2. Employees on short-term travel who stay in commercial lodging establishments or **commercial campgrounds** will be reimbursed for actual lodging expenses substantiated by a receipt. Employees who stay with friends or relatives, or who do not produce a lodging receipt, will be eligible to claim meals only.

II. LONG-TERM TRAVEL AND PER DIEM EXPENSES

A. Employee maintains a separate residence in the headquarters area:

1. Long-term travelers who maintain a permanent residence at their primary headquarters may claim daily long-term lodging up to \$24.00 with a receipt, and long-term meals of \$24.00 for each period of travel from 12 to 24 hours at the long-term location. For travel of less than 12 hours, the traveler may claim either \$24.00 in receipted lodging **or** \$24.00 in long-term meals.

B. Employee does not maintain a separate residence in headquarters area:

1. Long-term travelers who do not maintain a permanent residence at their headquarters may claim daily receipted lodging up to \$12.00, and long-term meals of \$12.00 for each period of travel from 12 to 24 hours at the long-term locations. For travel of less than 12 hours, the travelers may claim either \$12.00 in receipted lodging **or** \$12.00 in long-term meals.

III. MILEAGE REIMBURSEMENT

Reimbursement for personal vehicle mileage is 53.5 cents per mile.

There is no specific rate determined for the reimbursement for personal vehicle mileage using a specialized vehicle that has been modified to accommodate disabilities. In these cases, the 54 cents per mile reimbursement will apply.

IV. VEHICLE RENTAL

Reimbursement for vehicle rental shall be for actual and necessary costs of such rental and aircraft usage shall be allowed at the lowest airfare rates available. Claims for reimbursements shall be allowed upon submittal of the appropriate receipt. Refer to California Code of Regulations, Title 2, Sections 599.627 and 599.628.

California Department of Water Resources

**Standard Contract Provisions Regarding
Political Reform Act Compliance**

POLITICAL REFORM ACT REQUIREMENTS:

- a. **Form 700 Disclosure:** The Department of Water Resources (DWR) considers that the Contractor, subcontractor(s), and/or their key staff 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 §18701. Accordingly, when notified by DWR, such persons shall complete and submit to DWR's Personnel Officer a Form 700, Statement of Economic Interests, within 30 days of the earlier of the date work commences or the effective date of this agreement. The Contractor shall then file the Form 700 annually and will advise DWR if changes in key staff or duties occur. A leaving office statement must also be filed upon completion of all contract assignments. The financial interests disclosed shall be for DWR Disclosure Category 1. Contractors may access the Form 700 on the Fair Political Practices Commission website at www.fppc.ca.gov. Any questions regarding completion of the Form 700 should be addressed to the FPPC at its website or at (866) 275-3772 (866/ASK-FPPC).
- b. **Financial Conflict of Interest Prohibition:** Contractor must review the Form 700s filed by its key staff and subcontractors and determine whether, in the light of the interests disclosed, performance under the contract could violate Government Code §87100. Contractor shall notify the Department immediately of any potentially disqualifying conflict of interest. Government Code §87100 provides:

“No public official at any level of state or local government shall make, participate in making or in any way attempt to use his official position to influence a governmental decision in which he knows or has reason to know he has a financial interest.”
- c. **Consequences of Failure to Comply with Political Reform Act Requirements:** Any one of the following shall constitute a breach of this Contract and shall be grounds for immediate termination of this Contract:
 - (1) Failure to complete and submit all required Form 700s within the 30-day period as required in paragraph A above, or respond to any request from DWR Personnel Officer for additional information regarding any such Form 700s;
 - (2) Failure to notify DWR of a potentially disqualifying conflict of interest;
 - (3) The determination by DWR or the Contractor that any individual, who is a contractor, subcontractor, and/or a key member of their staff, has a financial interest that could result in a violation of Government Code §87100; provided, however, that DWR may opt to waive such breach if Contractor replaces any such individual within two working days after a determination of such financial interest.

Protection of Confidential and Sensitive Information

1. For purposes of this Exhibit, “Contractor” means any contractor or researcher, including a Non-State Entity contractor or researcher, receiving funds from, doing business with, conducting research for, or performing services for the Department of Water Resources (“Department”) pursuant to a contract, purchase order, research agreement, grant or loan agreement, joint powers agreement, public works contract, or other contractual vehicle (collectively “Contract”). The term “Contractor” also includes Contractor’s officers and employees and Affiliates. For purposes of this Exhibit, the term “Affiliate” means a person or entity forming a partnership, joint venture, subcontract, sales contract, or other legal relationship with Contractor to carry out the terms of the Contract.
2. This Exhibit shall apply to all Contractors the terms of whose Contracts with the Department require or permit access to Confidential or Sensitive Information in conducting business with the Department or performing duties under a Contract with the Department.
3. Contractor shall impose all the requirements of this Exhibit on all of its officers, employees and Affiliates with access to Confidential and/or Sensitive Information.
4. For purposes of this Exhibit, “Non-State Entity” shall mean a business, organization or individual that is not a State entity, but requires access to State information assets in conducting business with the State. This definition includes, but is not limited to, researchers, vendors, consultants, and their subcontractors, officers, employees, and entities associated with federal and local governments and other states.
5. For purposes of this Exhibit, “Confidential Information” means information, the disclosure of which is restricted or prohibited by any provision of State or federal law or which is treated as privileged or confidential under such laws. Such Confidential Information includes, but is not limited to, information that is exempt from disclosure under the California Public Records Act (Government Code sections 6250-6255), public social services client information described in California Welfare and Institutions code section 10850, and “personal information” about individuals as defined in California Civil Code Section 1798.3 of the Information Practices Act (IPA) if the disclosure of the “personal information” is not otherwise allowed by the IPA. Such Confidential Information may also include financial, statistical, personal, technical, and other data and information relating to operation of the Department.
6. For purposes of this Exhibit, “Sensitive Information” means information that requires special precautions to protect it from unauthorized modification or deletion. Sensitive information may be either public records or Confidential Information. Examples include statistical reports, financial reports, and logon procedures.
7. Contractor shall take all necessary measures to protect Confidential or Sensitive 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.

Contractors shall also apply appropriate security patches and upgrades and keep virus software up-to-date on all systems on which Confidential or Sensitive Information may be used.

8. Contractors shall ensure that all media, including electronic media, containing Confidential or Sensitive Information, to which they are given access are protected at the level of the most confidential or sensitive piece of data on the media.
9. Contractor and Affiliate personnel allowed access to Confidential and Sensitive Information shall be limited to those persons with a demonstrable business need for such access. Contractor shall maintain a current listing of all Contractor and Affiliate personnel with access to Confidential and Sensitive Information.
10. Contractor shall notify Department promptly if a security breach involving Confidential or Sensitive Information occurs or if Contractor becomes legally compelled to disclose any Confidential Information.
11. Contractor shall comply with all State policies and laws regarding use of information resources and data, including, but not limited to, California Government Code section 11019.9 and Civil Code sections 1798 et seq. regarding the collection, maintenance and disclosure of personal and confidential information about individuals.
12. If Contractor obtains access to Confidential Information containing personal identifiers, such as name, social security number, address, date of birth, race/ethnicity and gender of individuals, Contractor shall substitute non-personal identifiers as soon as possible.
13. All data, reports, information, inventions, improvements and discoveries used, compiled, developed, processed, stored or created by Contractor or Contractor's Affiliates using Confidential and/or Sensitive Information shall be treated as Confidential and/or Sensitive Information by the Contractor and Contractor's Affiliates. No such data, reports, information, inventions, improvements or discoveries shall be released, published or made available to any person (except to the Department) without prior written approval from the Department.
14. At or before the termination date of the Contract, Contractor shall either (a) destroy all Confidential and Sensitive Information in accordance with approved methods of confidential destruction; or (b) return all Confidential and Sensitive Information to the Department; or (c) if required by law to retain such information beyond the termination date of the contract, provide for the Department's review and approval a written description of (i) applicable statutory or other retention requirements; (ii) provision for confidential retention in accordance such requirements and the terms of this Exhibit and (iii) provision for eventual destruction in accordance with all applicable provisions of State and federal law using approved methods of confidential destruction.
15. Contractor shall cooperate with the Department's Information Security Officer or his designee in carrying out the responsibilities set forth in this Exhibit.
16. Failure to adhere to these requirements may be grounds for termination of the Contract and for imposition of civil and criminal penalties.

NON-DISCLOSURE CERTIFICATE

I hereby certify my understanding that access to Confidential and Sensitive Information is provided to me pursuant to the terms and restrictions of the **Protection of Confidential and Sensitive Information**, Exhibit E, Attachment 3 of Contract No. _____ between _____ and the California Department of Water Resources. I hereby agree to be bound by those terms and restrictions. I understand that all Confidential and Sensitive Information, as defined in the **Protection of Confidential and Sensitive Information**, and any notes or other memoranda, or any other form of information, electronic or otherwise that copies or discloses Confidential Information, shall not be disclosed to anyone other than in accordance with the Exhibit E, Attachment 3. I acknowledge that a violation of this certificate may result in termination of the Contract and/or imposition of civil or criminal penalties.

Signed: _____

Typed Name and Title: _____

Representing (give name of Contractor/Affiliate): _____

Date: _____