

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



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

**CHIPPS ISLAND TIDAL HABITAT RESTORATION PROJECT  
SUISUN MARSH, SOLANO COUNTY, CALIFORNIA**

**DATE OF ISSUANCE: December 7, 2022**

**STATEMENT OF QUALIFICATIONS DUE: January 30, 2023**

**PROJECT REFERENCE NO.: CM-2022-1**

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### Appendix A: Forms

- Form A Formal Transmittal Letter
- Form B Submitter SOQ Certification
- Form C Submitter's Organization Information
- Form D Project Descriptions
- Form E Proposed Key Personnel Information
- Form F-1 Preconstruction Services Price Proposal and Instructions
- Form F-2 Rate Sheets

### Appendix B: Disclosure of Potential Conflict of Interest

### Appendix C: Prequalification Questionnaire and Certification

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

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

### Appendix F: Preliminary Construction Phase 2A Scope of Work **(to be issued via Addendum)**

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

1. Preconstruction Services Form of Contract
2. Preconstruction Services Contract, Appendix A, Form F-1 Preconstruction Services Price Proposal and Instructions (Excel) and Form F-2 Rate Sheets
3. Construction Services Form of Contract **(to be issued via Addendum)**
4. DWR Assumption of Risk and Waiver Agreement for Optional Site Visit – Chipps Island
5. Collaborative Partnering Program Field Guide for Construction Projects, California Department of Water Resources, April 2020
6. Chipps Island Mineral Remoteness Evaluation, June 2018
7. Chipps Island Tidal Habitat Restoration: Hydrodynamic, Partial Track and Salinity Modeling, March 2022
8. Chipps Island Tidal Habitat Restoration Project Digital Elevation Model
9. Phase 1 Environmental Site Assessment Chipps Island (East Parcel), November 2016
10. Phase 1 Environmental Site Assessment Chipps Island (North Parcel), November 2016
11. Phase 1 Environmental Site Assessment Chipps Island (West Parcel), May 2019
12. Department of the Army Regional General Permit 3 for Suisun Marsh, dated March 13, 2018
13. Suisun Marsh Habitat Management, Preservation, & Restoration Plan, November 2011
14. Bay Conservation and Development Commission Notice of Violation Extension Approval, Dated March 10, 2020 (Request for Extension of Time to Submit a Permit Application to Authorize Site Remediation Activities Required by the Letter of Concurrence and Agreement dated August 4, 2017, in relation to Chipps Island Acquisition and Remediation Memorandum of Understanding)
15. Chipps Island Virtual Site Tour Video File, drone footage **(to be issued via Addendum)**

## 1 OVERVIEW AND BACKGROUND

### 1.1 Introduction

The Department of Water Resources (Department) is issuing this Request for Qualifications (RFQ) to obtain Statements of Qualifications (SOQ) from Submitters qualified to serve as a Construction Manager/General Contractor (Construction Manager) for the Chipps Island Tidal Habitat Restoration Project (Project). The purpose of the Project is to enhance and restore tidal wetlands for the benefit of native fish and wildlife at Chipps Island located in Solano County within Suisun Marsh. To obtain mitigation credits for the Project from state and federal agencies by the March 2026 deadline, Project construction, including as-builts, must be completed no later than November 30, 2025.

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

- **Phase 1: Preconstruction.** During this phase, the selected Construction Manager will provide input on the schedule, phasing, constructability, cost and estimates, value engineering, and plan review in parallel with design by the Department. The Construction Manager will also prepare one or more Guaranteed Maximum Price (GMP) Proposals (proposed pricing, schedule, and approach) for construction and will subsequently enter into negotiations with the Department for one or more Construction Contract(s). For this Project, Phase 1 will also include assessing existing conditions at Chipps Island to better understand the nature and amount of construction work required.
- **Phase 2: Construction.** Assuming the Department and the Construction Manager successfully reach agreement on the GMP Proposal(s), as modified through negotiations, and execute a Construction Contract(s) for the Work, the Construction Manager will proceed with construction. Preliminary planning for this Project calls for construction to occur in three distinct phases:
  - Phase 2A: Initial Vegetation Management
  - Phase 2B: Levee Repair and Interim Management
  - Phase 2C: Restoration Construction and Vegetation Management

**Because achieving the overall schedule is critical for the Department to receive mitigation credits and due to certain seasonal constraints affecting the Work, Phase 2A construction will begin in parallel with the early Phase 1 preconstruction Work. To expedite Phase 2A negotiations, the Department intends to issue a Phase 2A GMP Proposal Form via Addendum. This form will include initial quantity estimates developed by the Department.**

In the event the Department and Construction Manager are unable to reach agreement on any GMP Proposal, the Department in its sole discretion, reserves the right to end the Construction Manager's participation in the Project as provided in the Preconstruction Services Contract. In that event, the

Department may proceed to advertise the Project for construction, and the Construction Manager will be ineligible to bid.

## **1.2 Statutory Authority**

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

## **1.3 Goals and Objectives**

### **1.3.1 Project Objectives**

The Department is implementing the Project to provide on-site and regional habitat benefits to native and sensitive/special status fish, wildlife, and plants by restoring tidally influenced open water and wetland habitat. Project objectives include:

- Temporarily reestablish water level elevation control on Chipps Island
- Restore tidal hydrology to the Northern Parcel of the island
- Preserve and enhance the Western and Eastern Parcels by breaching levees in locations to be identified by the Department
- Create tidal channels to promote the exchange of water, nutrients, and sediment, to sustain the marsh
- Manage invasive plant species and revegetate native plant species
- Allow the Department to obtain federal and state mitigation credits for the Project, construction of the Project must be completed no later than November 30, 2025.

### **1.3.2 Procurement and Delivery Objectives**

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

- Obtain a contractor with demonstrated experience in tidal habitat restoration, preferably with specific experience in Suisun Marsh, and vegetation management, including but not limited to vegetation removal, herbicide application, and native revegetation
- Allow for phased design and construction, where certain construction activities may occur in parallel with design
- Obtain a single contractor to complete all Work related to this Project, rather than separately bidding-out each phase as would be required for traditional design-bid-build delivery. Having a single contractor complete the early Work (Phase 1, Preconstruction and Phase 2A construction) will help inform the Phase 2B construction scope and the Phase 2C design by the Department, and



will allow the Construction Manager to become familiar with the unique geographic and ecological aspects of the site

- Provide opportunities for the Construction Manager to have input to the design process and to advise the Department on issues related to constructability
- Enhance the Department’s ability to meet the November 30, 2025 date for completing the Work to obtain mitigation credits given the schedule limitations and other known Project constraints

**1.4 Information Available on Cosmos**

The Department has established a website (Cosmos) for the distribution of RFQ documents and Addenda and, as applicable, other background documents for the Project. Documents may also be posted, at the Department’s discretion, on the Cal eProcure website. Access to Cosmos will be permitted on approximately the date set out in Table 4 Procurement Schedule (RFQ Section 4.4). The Department may add, delete, or amend documents on Cosmos at any time. Each Submitter is solely responsible to ensure that it has the appropriate software which allows the Submitter to view and download the materials from Cosmos. Access to Cosmos will enable the Submitter to receive notifications of any updates or new documents uploaded to Cosmos; however, each Submitter is solely responsible for checking the website frequently for the addition, deletion, or amendment of the materials on Cosmos.

Access to Cosmos is obtained by emailing the Department’s Designated Contact, per RFQ Section 4.2, at:

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

**1.5 Definitions, Abbreviations, and Acronyms**

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

<b>Table 1. Defined Terms</b>	
<b>Term</b>	<b>Definition</b>
<b>Addendum/Addenda</b>	Supplemental additions, deletions, and modifications to the provisions of the RFQ issued after the release of the RFQ.
<b>Agreed Price</b>	The compensation payable to the Construction Manager in performance of the construction of the Project, or portions of the Project construction, as specified in the Construction Contract documents. The Agreed Price, may be in the form of a guaranteed maximum price, fixed price, or unit prices with a not-to-exceed limit at the sole discretion of the Department.
<b>Business Day(s)</b>	Day that the Department is officially open for business.
<b>Calendar Day(s)</b>	Every day shown on the calendar, beginning and ending at midnight.
<b>CMGC Program</b>	The Department’s Construction Manager/General Contractor program codified in California Public Contract Code Section 10112 et seq.

<b>Table 1. Defined Terms</b>	
<b>Term</b>	<b>Definition</b>
<b>Construction Contract</b>	The written agreement between the Department and the Construction Manager setting forth the obligations of the parties with respect to the construction of the Project, including the performance of the construction Work, the furnishing of labor, equipment, and materials, and the basis of payment.
<b>Construction Manager</b>	Entity that supports the Department with construction planning and other preconstruction activities during design and, if a GMP Proposal is agreed to with the Department and a Construction Contract is issued, as the general contractor during the construction phase. The Construction Manager means a partnership, corporation, or other legal entity that is a licensed contractor pursuant Public Contract Code Section 10112.1(a) that is able to provide appropriately licensed contracting and engineering services as needed.
<b>Construction Manager/General Contractor Delivery Method</b>	A project delivery method where the Construction Manager is procured to initially provide preconstruction services during design and ultimately construction provided that a Construction Contract(s) between the Department and the Construction Manager is successfully negotiated and executed. The execution of the preconstruction and the construction of the Project may be in sequential phases or concurrent phases.
<b>Data Available</b>	The Department has established the following website for furnishing electronic data: <a href="https://cosmos.water.ca.gov">https://cosmos.water.ca.gov</a>
<b>Department</b>	California Department of Water Resources
<b>Designated Contact</b>	The Department’s sole contact person and addressee for receiving all communications about the Project during the RFQ procurement process.
<b>Evaluation Team</b>	Committees that will assist the Department in reviewing and assessing individual SOQs using the criteria set forth in this RFQ.
<b>Guaranteed Maximum Price (GMP) Proposal</b>	A proposal, prepared by the Construction Manager, for construction of the Project or any portion thereof. The Guaranteed Maximum Price (GMP) Proposal shall include pricing for all labor, equipment, materials and Subcontracts that will be required to complete the specified construction Work in accordance with the plans and specifications., as well as the schedule, scope clarifications, and related construction plans as needed.
<b>Independent Cost Estimator</b>	A third-party contractor that provides independent construction cost estimating services of the Construction Managers cost estimates prepared during Phase 1, Preconstruction, at designated project design milestones.
<b>Key Participants</b>	Participants fulfilling key roles for a specialized expertise identified in the RFQ for the successful delivery of the Project. Key Participants may include any specialty Subcontractors, Subconsultants, vendors, or other participants and associations that will be dedicated participants and procured as part of the Construction Manager’s team.

<b>Table 1. Defined Terms</b>	
<b>Term</b>	<b>Definition</b>
<b>Key Personnel</b>	Qualified personnel identified by the Submitter to fulfill key positions who have demonstrated experience, expertise, and a record of producing quality Work on projects of a similar nature to the Project. Required Key Personnel to be identified in SOQs are identified in RFQ Section 6.7.1.
<b>Preconstruction Services Contract</b>	The written agreement between the Department and the Construction Manager setting forth the obligations of the parties with respect to the performance of certain preconstruction services during design to assist the Department to design a more constructible Project. A Preliminary Preconstruction Services Scope of Work for this Project is included in Appendix E to this RFQ. Following any modifications resulting from negotiations, the scope will become an attachment to the negotiated Preconstruction Services Contract.
<b>Preconstruction Services Price Proposal</b>	The all-inclusive billing rates and not-to-exceed amount proposed by the top-ranked Submitters (those invited to interviews) for performance of preconstruction services as indicated on Form F-1 and Form F-2 .
<b>Project</b>	Chippis Island Tidal Habitat Restoration Project as described in Section 2.
<b>Request for Qualifications</b>	The written solicitation issued by the Department to solicit Statements of Qualifications to provide Construction Manager services to the Department for the Project.
<b>State</b>	The State of California, including its elected officials, employees, and its authorized representatives, and each department and agency.
<b>Statement of Qualifications</b>	The information prepared and submitted by a Submitter in response to this RFQ.
<b>Subcontract</b>	Any subcontract to perform any part of the services or provide any materials, equipment, or supplies for any part of the services between Construction Manager and a Subcontractor or Subconsultant, or between any Subcontractor or Subconsultant and its lower tier Subcontractor or Subconsultant, at any tier.
<b>Subcontractor or Subconsultant</b>	Any person with whom the Construction Manager has entered into any Subcontract and any other person with whom any Subcontractor or Subconsultant has further subcontracted any part of the Work, at any tier. There is no direct contractual relationship between the Department and the Construction Manager’s Subconsultants or Subcontractors.
<b>Submitter</b>	The entity, comprised of a sole proprietorship, firm, partnership, professional corporation, corporation, joint venture, combination thereof, or other legal entity however organized, submitting an SOQ for the Project, and that, if successful, will enter into the Preconstruction Services Contract with the Department, and if a GMP Proposal(s) is successfully negotiated, will enter into Construction Contract(s) with the Department.
<b>Submitter Representative</b>	The contact person for the Construction Manager identified in the Statement of Qualifications submitted in response to the RFQ.

<b>Table 1. Defined Terms</b>	
<b>Term</b>	<b>Definition</b>
<b>Work</b>	The furnishing of labor, materials, equipment, and other incidentals necessary to the successful completion of, the Construction Manager services for the Project.

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

CDPR	California Department of Pesticide Regulation
CEQA	California Environmental Quality Act
CMGC	Construction Manager/General Contractor
COI	Conflict of Interest
Department	Department of Water Resources
DVBE	Disadvantaged Veteran Business Enterprise
DWR	California Department of Water Resources
GMP	Guaranteed Maximum Price
MB	Micro Business
PCC	Public Contract Code
QA/QC	Quality Assurance/Quality Control
RFQ	Request for Qualifications
RGP3	Regional General Permit 3
SB	Small Business
SOQ	Statement of Qualifications
SWPPP	Stormwater Pollution Prevention Plan
USACE	U.S. Army Corps of Engineers
USB	Universal Storage Bus

## **2 PROJECT INFORMATION**

### **2.1 Department Mitigation Obligations**

The Project is being developed help meet mitigation and implementation obligations of the 2010 Fish Restoration Program Agreement, in addition to the 1984 California Department of Water Resources (DWR) Plan of Protection for the Suisun Marsh, the 2014 Suisun Marsh Habitat Management, Preservation, and Restoration Plan (Suisun Marsh Plan), the 2015 Suisun Marsh Preservation Agreement, the 2019 Federal Biological Opinions on the Coordinated Operations of the Central Valley Project and

State Water Project, and the 2020 California Department of Fish and Wildlife State Water Project Incidental Take Permit.

To obtain federal and state mitigation credits for the Project, construction of the Project must be completed no later than November 30, 2025.

## **2.2 Location and Site Description**

Chipps Island is a small island located in Suisun Marsh, California. The island occupies approximately 900 acres and is entirely owned by the Department. The island is bordered by open water on all sides; shallow portions of Honker Bay to the north and west, deeper water in Spoonbill Slough to the east, as well as the Sacramento River which borders the southern portion of the site. (See Figure 1, Location Map).

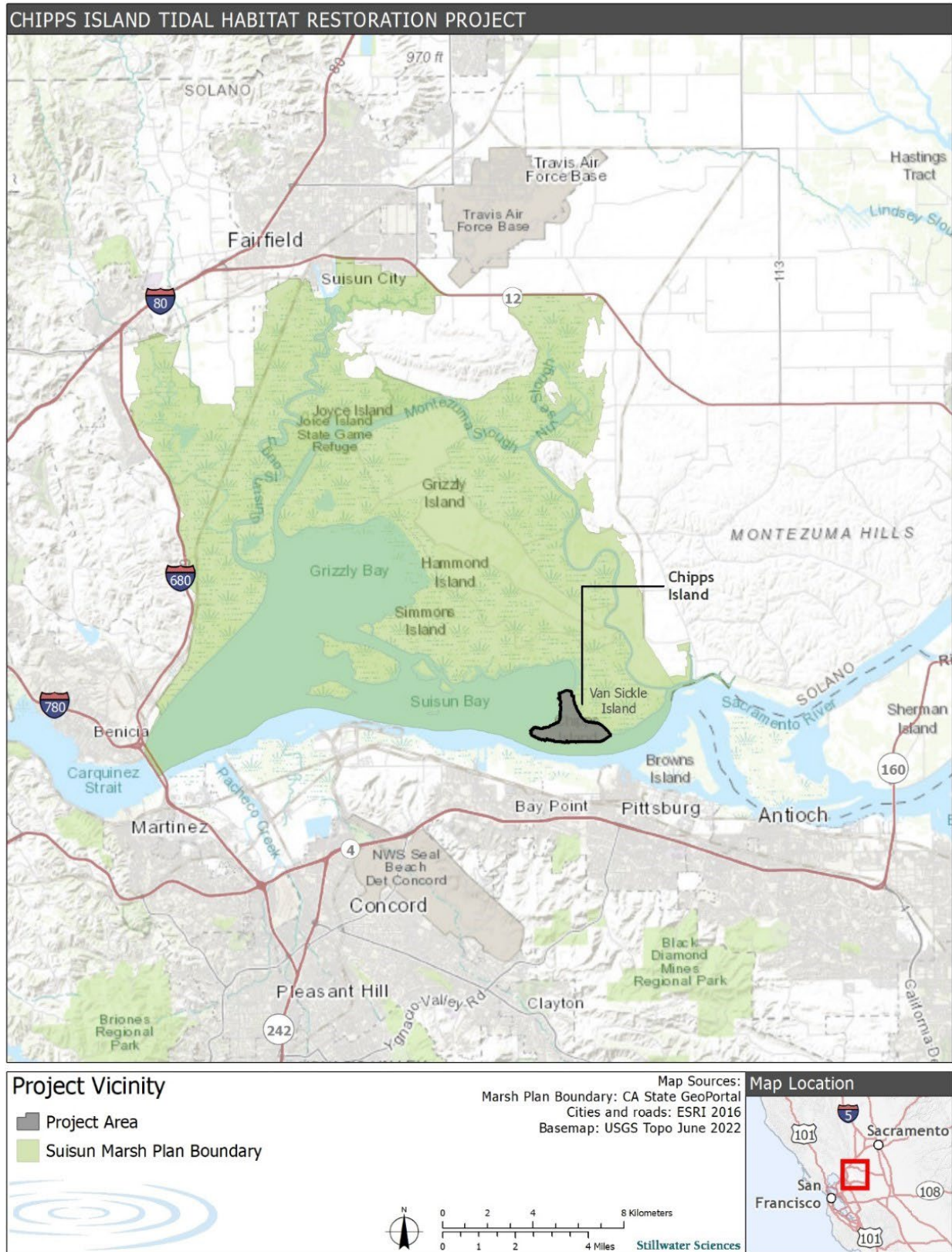


Figure 1. Location Map

The island is separated into 3 parcels – North, West, and East (see Figure 2, Chipps Island Parcels). The West (243 acres) and East (303 acres) Parcels are tidally influenced and will be enhanced and preserved. Habitat in the North Parcel (362 acres) is currently degraded due to deteriorated water control structures that inhibit tidal exchange and a perimeter levee with low spots and leaks. This Project primarily focuses on restoration of the North Parcel to a fully tidal wetland habitat.



Figure 2. Chipps Island Parcels

### 2.3 Permitting Conditions and Constraints

Because of the location of Chipps Island and its habitat, construction activities will be subject to several state and federal laws and permit conditions, including but not limited to:

- **Interim management activities.** These activities (e.g., levee repair, vegetation removal, dewatering) within the managed wetlands of the North Parcel are covered by the site's existing U.S. Army Corps of Engineering (USACE) Section 404 Regional General Permit 3, Permit Number SPN-2012-00258 (RGP3)
- **Ground nesting migratory birds.** The island contains nesting birds and Work during the nesting season is governed by the federal Migratory Bird Treaty Act. As a result, surveys for ground nesting migratory birds are required in advance of any vegetation clearing or construction activity occurring in expected nesting habitat between February 1 and August 15.
- **In-water construction.** Any in-water construction must occur during the September 1 to November 30 in-water work window established by multiple agencies in order to protect endangered fish species. During this period, in-water work should occur 3 hours before to 3 hours after low tide, to minimize any impacts on fish and water quality. If California Clapper rail and California Black rail surveys are conducted in spring of any given year and no rails are present, the

CM/GC contractor may initiate construction on August 1 of the same year. If rails are found to be present, the CM/GC contractor must wait until September 1.

The Department is completing the California Environmental Quality Act (CEQA) process for this Project and will be obtaining required permits and/or approvals from the Delta Stewardship Council, the San Francisco Bay Conservation and Development Commission, California Department of Fish and Wildlife, State Lands Commission, San Francisco Bay Regional Water Quality Control Board, USACE, U.S. Fish and Wildlife Service, and National Marine Fisheries Service. The Department expects these permits and approvals by May 2024. No Phase 2C Work can proceed until the Department has completed the CEQA environmental review and has obtained Project-specific permits. Work under Phases 2A and 2B is covered by existing permits and approvals.

## 2.4 Preliminary Design

Figure 3, below, shows the current design concept for the Project.



**Figure 3. Planned Restoration Design**

## 2.5 Budget and Funding

The estimated cost of construction of this CMGC Project (in 2022 U.S. dollars) is \$8,500,000. The Project is entirely funded by the State Water Project.



## 2.6 Project Schedule

The preliminary Project schedule is summarized below. All dates are subject to change at the sole discretion of the Department; however, the March 2026 deadline for receiving mitigation credits is not subject to change.

Table 2. Preliminary Project Schedule	
Milestone	Date
<b>General Constraints</b>	
Nesting Bird Season <sup>1</sup>	February 1 through August 15
Salt Marsh Harvest Mouse Avoidance and Minimization Measures <sup>2</sup>	Year-Round
In-Water Work Window	September 1 through November 30
In-Water Work Window (if California Clapper rail surveys and California Black rail surveys <sup>3,4</sup> are completed and rail presence is not observed)	August 1 through November 30
Anticipated Receipt of Environmental Approvals /Permitting (Phase 2C is dependent on receipt of all approvals)	May 31, 2024
<b>Project Schedule</b>	
Construction Manager Notice to Proceed	May 2023
Construction Manager Phase 1 Preconstruction Services	May 2023 through approximately no later than completion of the last construction phase
Phase 2A Construction: Initial Vegetation Management	May 2023 through August 2023
Phase 2B Construction: Levee Repair and Interim Management	September 2023 through May 2024
Phase 2C Construction: Restoration Construction and Vegetation Management, including as-builts	June 2024 through November 2025 <sup>3,4,5</sup>
Project Crediting Deadline	March 2026

1. Work may occur during the Nesting Bird Season, however additional mitigation measures may apply, such as hand tools or preliminary surveys. If nesting activity is encountered, then buffer zones and other mitigation measures will be put in place dependent on the species.
2. Chipps Island is considered Salt Marsh Harvest Mouse Habitat. Under Phase 2 permits, mitigation measures to avoid and minimize impacts to the species will be defined. It is expected that this will include hand clearing in high vegetation areas where construction is planned to occur.
3. the Department may elect to conduct California Clapper rail surveys and California Black rail surveys in order to extend the in-water work window, if there is a benefit to doing so.
4. If California Clapper rail surveys and California Black rail surveys are conducted in spring of any given year and no rails are present, the contractor may initiate construction on August 1 of the same year. If rails are found to be present, the contractor must wait until September 1.

5. *Levee breaching must occur during the in-water work window, August/September 1– November 30.*

### 3 CONSTRUCTION MANAGER SERVICES AND CONTRACTS

#### 3.1 Department and Construction Manager’s Respective Roles and Responsibilities

Overall responsibilities of the Department and the Construction Manager are summarized below. These general descriptions are subject to revision by the Department and can be changed, modified, reduced, or expanded with the issuance of Addenda.

<b>Table 3. Department and Construction Manager’s Roles and Responsibilities</b>		
<b>Project Activity or Phase</b>	<b>The Department’s Role</b>	<b>Construction Manager’s Role</b>
<b>Project Management</b>	<ul style="list-style-type: none"> <li>• Make day-to-day decisions</li> <li>• Guide overall Project strategy and direction</li> <li>• Approve construction plans</li> <li>• Manage Construction Manager contracts</li> <li>• Provide Project funding</li> <li>• Approve scope changes</li> </ul>	<ul style="list-style-type: none"> <li>• Single point of contact with the Department’s Project Manager and Division of Engineering</li> <li>• Develop and implement management plans</li> <li>• Provide quality control on all Construction Manager deliverables</li> </ul>
<b>Design and Preconstruction Services</b>	<ul style="list-style-type: none"> <li>• Develop designs and construction scopes</li> <li>• Review Preconstruction Phase deliverables</li> <li>• Furnish existing studies and data including record drawings, preliminary studies, etc.</li> <li>• Provide access to site</li> <li>• Obtain CEQA and other environmental approvals and permits</li> <li>• Review GMP Proposals</li> </ul>	<ul style="list-style-type: none"> <li>• Conduct surveys of existing water control structures</li> <li>• Identify Project risks and proposed response strategies</li> <li>• Prepare and maintain a cost model (cost estimate). Validate Department quantities and provide cost/benefit input</li> <li>• Provide input to design, including alternative ideas and cost/quantity information</li> <li>• Prepare and maintain overall Project schedule; evaluate if current scope can be delivered within the constraints of the schedule</li> <li>• Provide constructability input, identify errors, omissions, or ambiguities to improve constructability, determine if the required tools, methods, techniques, and technology are available and sufficient to deliver the Project</li> <li>• Constructability reviews</li> </ul>

<b>Table 3. Department and Construction Manager’s Roles and Responsibilities</b>		
<b>Project Activity or Phase</b>	<b>The Department’s Role</b>	<b>Construction Manager’s Role</b>
		<ul style="list-style-type: none"> <li>• Validate, and/or propose alternative construction staging concepts</li> <li>• Develop GMP Proposals</li> <li>• Provide services required by the Preconstruction Services Scope of Work as well as any additional Department-requested services (via additional Service Orders) Key Personnel shall meet in-person with the Department as requested.</li> </ul>
<b>Construction Services</b>	<ul style="list-style-type: none"> <li>• Participate in construction Project meetings</li> <li>• Monitor construction activities</li> <li>• Provide engineering services during construction</li> <li>• Ensure timely responses to construction submittals, requests for information, notices, etc.</li> </ul>	<ul style="list-style-type: none"> <li>• Deliver constructed Work</li> <li>• Manage self-performing and subcontracted Work</li> <li>• Manage craft labor</li> <li>• Maintain site safety and security</li> <li>• Coordinate with the Department’s Design Engineer</li> <li>• Provide warranty coverage for constructed Work</li> </ul>

### **3.2 Phase 1 Preconstruction**

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

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

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

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

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

The Construction Manager will be reimbursed for hours worked at the hourly rates specified in the Preconstruction Services Price Proposal, per Section 3.1 of the Preconstruction Services Contract. The

Preconstruction Services Contract does not include the authority or commitment to perform any public works construction.

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

As further described in RFQ Section 4.6.3, Submitters who are asked to attend interviews will be asked to provide any suggested changes to the preliminary scope and a preliminary not-to-exceed estimate for providing those services in a sealed envelope at the interview. These suggested changes and estimates will not be reviewed by the Department until after selection of the Construction Manager and will be used to facilitate negotiations for initial Work under the Preconstruction Services Contract.

### **3.3 Phase 2 Construction**

#### **3.3.1 General Work Description**

Construction Work is currently expected to be conducted in three phases:

- **Phase 2A. Initial Vegetation Management.** Phase 2A will initially focus on clearing, grubbing, and applying herbicide to expose the North Parcel levee, water control structures located along the levee and island perimeter, existing ditches located in the interior of the parcel, and invasive vegetation management. The proposed initial vegetation control Work will include:
  - Clearing and spraying vegetation (often 8–10 ft tall) of the North Parcel perimeter along the levee crown, the levee slopes, and existing breaches for surveying, site access, and levee repair activities (see Figure 2)
  - Clearing and spraying vegetation (often 8–10 ft tall) around water control structures located along the North Parcel levee and the island perimeter for surveying and water control structure repair/removal activities
  - Relocation of rare plants as encountered while clearing and spraying along levee slopes, breaches, and water control structures.

Phase 2A is planned to be covered under permit RGP3 and begin during Nesting Bird Season. If nesting bird activity is encountered, Work may be restricted to specific areas, hand tools, and/or other Department specified methods. Buffer areas may be placed around encountered nesting bird activities for a specified amount of time and the size will be dependent on the species. In addition, clearing within Salt Marsh Harvest Mouse habitat (the majority of Chipps Island) must be completed only with handheld equipment when the location is not affiliated with onsite water management activities included under the USACE Section 404 RGP3 (e.g., along levees, channels, water control structures, or previously mowed areas). Preliminary North Parcel levee, breach, and water control structure clearing must be completed in time for topographic surveys to be conducted and Phase 2B constructability to be confirmed by August 30, 2023.

- **Phase 2B. Levee Repair Interim Management.** During Phase 2B, the Construction Manager will repair the North Parcel levee and associated infrastructure, remove water control structures and duck blinds, and ultimately dewater the North Parcel. Although the scope of Phase 2B will be refined as a result of site investigation efforts included in the Preconstruction Services Scope of Work, the Department currently expects Phase 2B to include:

**Site preparation**

- Creation of temporary site access points, construction staging, and material/equipment storage areas necessary for Phase 2B for construction
- Preventative activities to limit sediment erosion and resuspension (e.g., hydro-seeding, slope breaks, mulching of cleared vegetation) and to maintain the drainage ditches (e.g., temporary ditch checks, wattles, hay bales)

**Repair of North Parcel 3.3-mile levee**

- Localized repair of eroded levee locations
- Repair of breached levee locations

**Removal/Repair/Replacement of Water Control Structures**

- Removal of an estimated three to five water control structures and bulkheads located along the North Parcel levee and an estimated two water control structures and bulkheads located along the East Parcel perimeter
- Repair and/or replacement of an estimated two water control structures located along the North Parcel levee

**Dewater North Parcel Interior**

- Widening and clearing portions of the existing agricultural ditches to aid dewatering efforts
- Passive dewatering of the interior of the North Parcel using water control structures
- Installation of temporary, diesel-powered drainage pumps at low points (and removal of temporary drainage pumps, once they are no longer needed)
- Active dewatering using drainage pumps to manage interior water levels prior to and during construction
- Excavation and grading or block/fill of remnant agricultural ditches and borrow pits as needed to assist with site dewatering

**Interim Management**

- Treatment of invasive vegetation on the North Parcel levee and interior area through clearing, grubbing, and/or herbicide application
- Relocation of rare plants from impacted areas

- Creating designated nursery areas for native wetland vegetation and salvaging native wetland vegetation to these nursery areas within Chipps Island (to be replanted during Phase 2C)
- Continued passive and active dewatering of the North Parcel interior
- Continued monitoring of levee conditions to inform additional levee repair needs

Phase 2B Work is anticipated to be covered under permit RGP3 and begin during the in-water work window (September–November 2023). All Phase 2B Work involving in-water work (i.e., initial levee repair and removal/repair/replacement of water control structures) must be complete by November 30, 2023.

If clearing is necessary during Nesting Bird Season, and if nesting activity is encountered, Work may be restricted to specific areas, hand tools, and/or other Department specified methods. Buffer areas may be placed around encountered nesting bird activities for a specified amount of time and size, dependent on the species. In addition, clearing within Salt Marsh Harvest Mouse habitat (the majority of Chipps Island) must be completed only with handheld equipment when the location is not affiliated with onsite water management activities included under the RGP3 (e.g., along levees, channels, water control structures, or previously mowed/maintained areas).

Phase 2B Work is anticipated to be covered under permit RGP3 and begin during the in-water work window (September–November 2023). All Phase 2B Work involving in-water work (i.e., initial levee repair and removal/repair/replacement of water control structures) must be complete by November 30, 2023.

If clearing is necessary during Nesting Bird Season, and if nesting activity is encountered, Work may be restricted to specific areas, hand tools, and/or other Department specified methods. Buffer areas may be placed around encountered nesting bird activities for a specified amount of time and size, dependent on the species. In addition, clearing within Salt Marsh Harvest Mouse habitat (the majority of Chipps Island) must be completed only with handheld equipment when the location is not affiliated with onsite water management activities included under the RGP3 (e.g., along levees, channels, water control structures, or previously mowed/maintained areas).

- **Phase 2C. Restoration Construction and Vegetation Management.** The objective of Phase 2C is to construct the restoration features (shown in Figure 3), remove manmade structures and items, revegetate impacted areas (restoration feature clearing buffers, levee slopes, invasive vegetation treatment areas) and breach the North Parcel levee to restore full tidal connectivity. Although the scope of Phase 2C will be refined during Phase 1 Preconstruction Services site investigation efforts, the Department currently expects Phase 2C will include the following:

### **Site Preparation and Access**

- Creation of temporary construction staging, and material/equipment storage areas required for construction
- Creation of levee roads (and/or stabilization of existing levee roads) and creation of temporary ramps for material/equipment delivery and removal. Removal of all temporary access ramps and/or roads once Project is complete
- Continued passive and active dewatering to maintain dry conditions within North Parcel interior
- Potential levee fixes to maintain stable North Parcel levee

### **Excavation and Construction of Channel Network and Restoration Features**

- Excavation of new, sinuous channels, starter channels, and breaches to enhance tidal connectivity and encourage natural formation of new channel networks
- Maintenance of existing drainage channels to facilitate site drainage during construction and during daily low tides following restoration
- Excavation and grading or block/fill of remnant agricultural ditches and borrow pits that may become tidally disconnected (i.e., ponded) during low tide, as needed to assist with site dewatering and planned restoration features.
- Removal and off-island disposal of any abandoned structures and/or equipment, man-made items, debris, duck blinds, foundations, pilings, or other remnant infrastructure
- Installation of any public access features and signage required under Phase 2C permits, which may be at Chipps Island or off-site

### **Post Excavation Revegetation and Erosion Prevention**

- Hydro-seeding with native herbaceous species for erosion control of bare soil along levee slopes
- Planting native vegetation appropriate to high marsh and/or upland elevations along levee roads and staging areas disturbed during construction
- Revegetating by placing tules and other native vegetation along excavated channels, in bare spots, and locations where higher wind fetch and erosion are expected
- Removing and regrading temporary access ramps, roads, and ramps to design elevations
- Seeding, mulching, and stabilizing any remaining stockpile (containing excess material from excavation or grading)

### **Exterior Breaches and Stockpile Stabilization**

- Creation of approximately six exterior breaches to reintroduce full tidal exchange, including two locations that involve removing the remaining two water control structures

- Removal and disposal of remaining water control structures in the North, East, and West Parcels
- Removal of one sunken shipping container along Spoonbill Creek to address an agreement between the Department and U.S. Army Corps of Engineers concerning a 2011 Notice of Violation received by the previous landowner
- After completion of restoration activities, any excess material from excavation or grading that was not side cast, would be placed at the designated upland stockpile area

#### **Vegetation Management**

- Treatment of invasive vegetation on the North Parcel levee and interior area through clearing, grubbing, and/or herbicide application
- Relocation of rare plants from impacted areas
- Replanting native wetland vegetation from designated nursery areas within Chipps Island (salvaged throughout Phase 2)

Phase 2C Work will begin after the Department completes the Phase 2C design and receives all required permits and approvals (anticipated in May 2024). Phase 2C in-water work is limited to the in-water work window (September 1 through November 30, 2024, and 2025). Assuming the Phase 2B North Parcel levee repair and dewatering effort is successful, construction Work within the North Parcel interior (Phase 2C) may occur outside of the typical in-water work window.

Any Phase 2C Work occurring during Nesting Bird Season (February 1 through August 15) may be impacted by nesting bird activities. If nesting activity is encountered, Work may be restricted to specific areas, hand tools, and/or other Department specified methods. Buffer areas must be placed around encountered nesting bird activities for a specified amount of time and the size will be dependent on the species.

In addition, clearing within Salt Marsh Harvest Mouse habitat (the majority of Chipps Island) must comply with permit conditions. Under the Phase 2C permits (anticipated to be received in May 2024), Phase 2C construction Work will be subject to avoidance and minimization measures related to Salt Marsh Harvest Mouse habitat. These requirements will be further defined within the Phase 2C permits. Avoidance and Minimization Measures may include hand clearing requirements in any areas with high vegetation where construction and/or vehicles are expected to occur. ***All Phase 2C Work must be completed by November 30, 2025, including site as-builts.***

#### **3.3.2 Construction Contracts**

The construction phase is anticipated to consist of at least three (3) Construction Contracts corresponding to the three construction phases described above. A Construction Contract may be awarded after the plans have been sufficiently developed, as determined by the Department, and a price for the construction has been successfully negotiated.

Each Construction Contract will be awarded after the scope or design for each construction phase has been sufficiently developed and the Department has agreed to the Construction Manager's GMP



Proposal, as modified through negotiations. The Department retains the right to negotiate the Construction Contracts on the basis of Guaranteed Maximum Pricing or fixed pricing at its sole discretion.

A sample Construction Contract can be found at the Cosmos website at <https://cosmos.water.ca.gov>.

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

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

### **3.4 Commercial Requirements During Pre-Construction And Construction**

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

#### **3.4.1 Equal Employment Opportunity**

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

#### **3.4.2 Prevailing Wages (Labor Code Requirements)**

Prevailing wages will apply to the Preconstruction Services Contract and Construction Contract(s). Work on the job site shall comply with Labor Code Sections 1727 and 1770-1815 and 8 California Code of Regulations Section 16000 et seq.

Pursuant to sections 1770 through 1773.9 of the California Labor Code, the Director of Industrial Relations has determined the general prevailing rate of per diem wages for the locality in which the Work is to be performed. Such rates are on file for inspection at the office of the Department of Water Resources, Contract Coordination Section, 715 P Street, Room 4-407, Sacramento, California 95814. Copies may be obtained from the State of California, Department of Industrial Relations, Office of Policy, Research, and Legislation, Labor Research and Statistics Office, P. O. Box 420603, San Francisco, California 94142, telephone (415) 703-4774, fax (415) 703-4771. Prevailing wage determinations may be obtained over the Internet through California Department of Industrial Relations, Division of Labor Statistics and Research's

Home Page at <http://www.dir.ca.gov/dlsr/>. The Project is subject to compliance monitoring and enforcement by the Department of Industrial Relations.

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

The Department encourages Submitters to consider opportunities for participation by Small Business (SB), Microbusiness (MB), and Disabled Veteran Business Enterprise (DVBE) for both preconstruction services and construction. An online, searchable database of current SB/MBs and DVBEs and their areas of expertise can be found on the California Department of General Services, Procurement Division website at [www.caleprocure.ca.gov](http://www.caleprocure.ca.gov). For additional information, contact the Department's Designated Contact identified in RFQ Section 4.2.

### **3.4.4 Substitution of Securities**

Pursuant to Public Contract Code Section 10263, the successful bidder will be permitted to substitute securities for any monies withheld by the Department as provided by Public Contract Code Section 10261.

### **3.4.5 Bond Requirements**

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

### **3.4.6 Insurance and Indemnification Requirements**

Submitters shall provide evidence of capability to provide insurance as provided in Section 6.3.3. In addition, the selected Construction Manager shall indemnify the State, its officers, consultants, employees, representatives and agents with respect to claims arising out of the Preconstruction Services Contract and Construction Contract(s), as specified. Preliminary Insurance Requirements are provided in Section 14 of the Preconstruction Services Contract, and in Document 00724, Paragraph 5 of the Construction Contract.

### **3.4.7 Economic Sanctions Against Russia**

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

## **4 PROCUREMENT PROCESS**

### **4.1 RFQ Acknowledgement**

Submitters are responsible for monitoring the Cosmos website identified in Section 1.4 for information concerning this procurement. Submitters responding to this RFQ shall acknowledge that they have reviewed all materials posted in Cosmos. See RFQ Appendix A, Form A, Formal Transmittal Letter for additional information on this requirement.

### **4.2 Designated Contact**

The Department's Designated Contact will serve as the primary point of contact during the RFQ procurement phase of the Project. The Designated Contact is the Department's sole contact person and addressee for receiving all communications about the Project during the RFQ procurement process, and Submitters are prohibited from contacting any Department employee, or any of the groups listed in Section 4.8.3, regarding the Project or this RFQ. Submit inquiries and comments regarding the Project by e-mail or hard copy letter. Only written inquiries will be accepted:

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

### **4.3 Communication Protocols**

#### **4.3.1 Clarification Questions**

Submitters may submit written clarification questions to the Department at any time before 3 p.m. Pacific standard time on the last day for clarification questions listed in Table 4 Procurement Schedule (RFQ Section 4.4). The Submitter may send clarification questions in writing to the Department's Designated Contact. The Department will provide responses to Submitters written clarification questions within a reasonable time following receipt, subject to the cut off dates set forth in Table 4 Procurement Schedule (RFQ Section 4.4). Modifications to the RFQ will be made by addenda. Clarifications will be given by information letter. Oral clarifications shall not be binding on the Department. The Department will post Information Letters and Addenda on Cosmos and all registered Submitters will be notified.

The Department may modify the RFQ by issuance of an Addendum to all parties who have been furnished the documents for the purposes of submitting an SOQ.

#### **4.3.2 Responses and Confidential Information**

The Department may, in its sole discretion, respond to all, some, or none of the questions submitted under RFQ Section 4.3.1. Any responses to questions submitted under RFQ Section 4.3.1 will be made available electronically to all Submitters, except that the Department may, in its discretion, respond individually to those questions identified by a Submitter or deemed by the Department as containing confidential or

proprietary information. The Department reserves the right to disagree with a Submitter's characterization of the confidentiality of any information it may provide. The Department may rephrase or consolidate questions as it deems appropriate.

### **4.3.3 Rules of Contact**

Submitters are required to conduct the preparation of their SOQs with professional integrity and free of lobbying activities. Submitters and their respective agents and consultants are not permitted to contact, directly or indirectly, any member of the Evaluation Team, or officers, administrators, staff or consultants of the Department regarding the subject matter of this RFQ after the issuance date of this RFQ, except as specifically permitted hereby or approved in advance by the Department. Any verified allegation that a responding Submitter team or team member or an agent or consultant of the foregoing has made such contact or attempted to influence the evaluation, ranking, and/or selection of Submitters may be cause for the Department to disqualify the Submitter team from submitting a SOQ, to disqualify the team member from participating in a Submitter team and/or to discontinue any further consideration of such Submitter team.

Except for communications expressly permitted by this RFQ, the Designated Contact, or a representative hereafter designated in writing by the Department, is the Department's single contact and source of information for this procurement. The rules of contact set forth in this RFQ Section 4.3.3 shall apply during the Project procurement process. The procurement process begins on the date of issuance of this RFQ and is anticipated to be completed with the award of the Preconstruction Services Contract. These rules are designed to promote a fair, unbiased, and legally defensible procurement process. Contact might include face-to-face, telephone, email, or formal written communication.

The specific rules of contact are as follows:

- Unless otherwise specifically noted in this RFQ or authorized by the Designated Contact, all Submitter communication with the Department will be between the Submitter Representative and the Designated Contact. All such communication shall be in writing (by hard copy delivery or e-mail).
- Under normal circumstances, the Designated Contact will contact a Submitter in writing through the Submitter Representative.
- Commencing with the Department's release of this RFQ and continuing until the earliest of (i) execution and delivery of the Preconstruction Services Contract, (ii) the Department's rejection of all SOQs, or (iii) cancellation of the Project procurement, neither a Submitter nor its agents may contact State officials, the Department employees, members of the Evaluation Team or any other person who will evaluate SOQs, or any person identified in RFQ Section 4.8.3, regarding the Project, except for communications expressly permitted in this RFQ or through the process identified above. The foregoing restriction shall not, however, preclude or restrict Preconstruction Services Contract and Construction Contract negotiations between the Department's and Submitter's designated representatives, which may be different from the Department's Designated Contact or the Submitter Representative. Such negotiations shall be overseen by the Department's Designated Contact to ensure adherence to requirements under this Section.

Additionally, the foregoing restriction shall not, preclude or restrict communications regarding matters unrelated to the Project or from participating in public meetings or any public or Department workshops related to the Project. The Department may, in its sole discretion, disqualify any Submitter engaging in such prohibited communications.

- Any contact by a Submitter determined to be improper may result in disqualification of the Submitter.
- The Department will disseminate written communications regarding the Project. The Department’s Designated Contact will sign such communications. Alternatively, the Designated Contact may communicate via e-mail originating from the Department’s server.
- The Department will not be responsible for or bound by (i) any oral communication, or (ii) any other information or contact that occurs outside the official communication process specified herein, unless confirmed in writing by the Designated Contact.
- If Submitter has meetings or discussions with agencies or entities other than the Department during the procurement phase, Submitter shall be responsible for verifying with the Department’s Designated Contact any Project-related information it so receives.

#### 4.4 Procurement Schedule

The Department anticipates the following dates as Project milestones leading to Preconstruction Services Contract award. This schedule is subject to revision by future Addenda. All listed dates are subject to change at the sole discretion of the Department.

<b>Table 4. Procurement Schedule</b>	
<b>Milestone</b>	<b>Date</b>
RFQ Issued	December 7, 2022
Pre-SOQ Meeting and Site Tour	December 15, 2022
Final Date for Receipt of Submitters’ Questions	January 11, 2023
SOQ Due Date	January 30, 2023
Submitter Interviews	Week of February 27, 2023
Anticipated Ranking Determination and Selection for Negotiations	Week of March 6, 2023
Anticipated Award of Preconstruction Services Contract and Notice to Proceed	May 2023
Anticipated Award and Notice to Begin Work for Construction Contract Phase 2A	June 2023

#### **4.5 Precontractual Meeting and Site Tour**

An inspection trip for interested Submitters will be conducted at the work site. The inspection trip is expected to take about two hours. Interested parties are requested to meet Thursday, December 15, 2022, at 10:00 A.M. at the Pittsburg Marina Boat Launch. Access to the Pittsburg Marina Boat Launch is public, and is located at 27 Marina Blvd, Pittsburg, CA 94565.

Please email the Department's Designated Contact identified in RFQ Section 4.2 two Business Days in advance of the inspection trip if you plan to attend or have questions. Attendance is capped at 2 representatives per Submitter. A waiver is required (provided via Cosmos, see RFQ Section 1.4) and waivers must be wet-signed and physically submitted to Department staff immediately prior to embarking the vessel. Attendees are responsible to bringing a properly fitting personal floatation device.

#### **4.6 Overall Evaluation Process**

##### **4.6.1 Initial Responsiveness Review**

Each SOQ will initially be reviewed on a pass/fail basis for:

- a. Minor informalities, irregularities, and apparent clerical mistakes which are unrelated to the substantive content of the SOQ;
- b. The SO's conformance to the RFQ instructions regarding organization and format; and
- c. The responsiveness of the Submitter to the requirements set forth in the RFQ.

The Department may waive minor informalities, irregularities, and apparent clerical mistakes that are unrelated to the substantive content of the SOQ or may request additional information from a Submitter as considered necessary, in the Department's sole discretion, to complete its Initial Responsiveness Review. Submitters submitting SOQs not responsive to this RFQ may be excluded from further consideration. The Department may also exclude from further consideration any SOQ that contains a material misrepresentation.

##### **4.6.2 SOQ Evaluation**

Following the responsiveness review, each Submitter providing a responsive SOQ will be evaluated against the Non-Scored (pass/fail) Selection Criteria in Table 5 (RFQ Section 4.7.1). Failure to achieve a "pass" on any of those criteria will result in disqualification.

All Submitters determined to "pass" will then be evaluated against the Scored Selection Criteria and maximum point allocations in Table 6 (RFQ Section 4.7.2). Based on this scoring, the Department will determine which Submitters to interview. The Department will hold interviews with at least the three highest scored Submitters, or with all Submitters if the Department receives fewer than three responsive Submittals.

##### **4.6.3 Interviews**

Submitters must keep the selection interviews and contract negotiations confidential until the Preconstruction Services Contract is awarded. Interviews will be held on the dates specified in Table 4

Procurement Schedule (RFQ Section 4.4) and will consist of a presentation by the Submitter followed by a question-and-answer discussion session. A Submitter may not use the presentation as a means to fill in missing or incomplete information that was required in the SOQ. An interview invitation letter will provide items for discussion during the interview presentation. Date, time, location, allotted time for the interviews, and equipment available to Submitter for the presentation, shall also be provided in the interview letter. Only Key Personnel listed by the Submitter in its SOQ shall participate in the interview. The Submitters will be evaluated and scored based on the points allocation shown in Table 6 (RFQ Section 4.7.2) considering their presentation and responses to questions.

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

Following interview scoring, the Department will add interview scores to the scores from the initial evaluation to arrive at final scores and rankings. The Department will then enter into negotiations for the Preconstruction Services Contract with the top-ranked Submitter. The Department, at its sole discretion, may determine that the negotiations are unsuccessful. In that event, the Department may proceed to negotiate with the next highest ranked Submitter.

Upon successful conclusion of the negotiations, the Department will notify each interviewed Submitter in writing of the final rankings. The Department will also publish the names of the short-listed Submitters on its CMGC Program Web site:

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

#### **4.6.5 Debriefing Meetings**

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

#### 4.7 Selection Criteria and Maximum Points Allocations

##### 4.7.1 Non-Scored Criteria

The following table lists the Non-Scored Selection Criteria. The Department will evaluate required Submittals against these criteria on a pass/fail basis.

<b>Table 5. Non-Scored Selection Criteria</b>	
<b>Criterion</b>	<b>Pass/Fail</b>
<p><b>Legal</b></p> <ul style="list-style-type: none"> <li>• Submitter has the legal capability to carry out the Project responsibilities potentially allocated to it, as demonstrated by the materials provided in SOQ Section 3.</li> <li>• The information disclosed in the SOQ, including Form C Submitter’s Organization Information (provided in RFQ Appendix A) does not materially adversely affect the Submitter’s ability to carry out the Project responsibilities potentially allocated to it.</li> </ul>	Pass/Fail
<p><b>Financial Capacity</b></p> <ul style="list-style-type: none"> <li>• The Submitter has demonstrated its financial capability to carry out the Project responsibilities potentially allocated to it, as demonstrated by the materials provided in SOQ Section 3, including but not limited to all the following:</li> <li>• Submitter has demonstrated that its surety and insurance company(ies) are admitted to do business in the State of California.</li> <li>• Submitter had demonstrated its surety and insurance company(ies) are rated in the top two categories by two nationally recognized rating agencies or have a rating from A.M. Best’s Financial Strength Rating of A- or better.</li> <li>• Submitter has demonstrated its ability to comply with the Project’s bonding requirements, as provided in RFQ Section 3.4.5, and in Document 00610 and Document 00620 of the CMGC Construction Contract.</li> <li>• Submitter has provided evidence of capability to provide the required insurance as provided in RFQ Section 3.4.6, in Section 14 of the Preconstruction Services Contract, and in Document 00724, Paragraph 5 of the Construction Contract.</li> <li>• Submitter has demonstrated the capitalization, insurance, and bonding capacity necessary to indemnify the State and its officers, directors, agents, representatives, attorneys, and employees, and each of them for any claims arising out of or related to the Construction Manager’s acts and omissions.</li> </ul>	Pass/Fail
<p><b>Safety Record:</b></p> <ul style="list-style-type: none"> <li>• Experience Modification Rate for the most recent three-year (3-year) period is an average of 1.00 or less, AND</li> <li>• Average total recordable injury/illness rate and average lost work rate for the most recent three-year (3-year) period does not exceed the applicable statistical standards for its business category.</li> </ul>	Pass/Fail

##### 4.7.2 Scored Selection Criteria

The following table lists the Scored Selection Criteria as well as the maximum points that can be received by a Submitter against each criterion.



<b>Table 6. Scored Selection Criteria and Interview Scoring</b>	
<p><b>1. Team Organization, Project Management, and Capacity to Complete the Work (Preconstruction and Construction) including Applicable Key Personnel</b></p> <p>In evaluating Submittals against this criterion, the Department will consider:</p> <p><u>Team Organization and Capacity to Complete the Work</u></p> <ul style="list-style-type: none"> <li>• Submitter and Key Participants, as applicable, hold all required licenses to conduct the preconstruction and construction Work, including all appropriate licenses for pesticide application, including aerial spraying</li> <li>• The extent to which Submitter’s Project organization charts illustrate clear lines of communication, ability to efficiently complete the Work, and continuity across the preconstruction and construction phases</li> <li>• The extent to which estimated percent staff commitments and identified backup staff demonstrate adequate resources and depth to complete the Work taking into consideration the Work that will likely be done by the proposed Construction Manager and Key Participants</li> <li>• The extent to which Submitter demonstrates a record of completing contracts on time and within the Agreed Price, and a record of managing contracts to minimize delays, claims, dispute proceedings, litigation, and arbitration</li> <li>• The extent to which submitted information (organization charts, resumes, and Project descriptions) demonstrates team members (Key Personnel and Key Participants) have a history working successfully together on previous projects</li> </ul> <p><u>Project Management Capabilities</u></p> <ul style="list-style-type: none"> <li>• The extent to which Submitter and Submitter’s proposed Project Manager have demonstrated the ability to plan, organize, perform, and execute the preconstruction and construction Work</li> <li>• The extent to which Submitter’s management approach demonstrates an understanding of significant Project risks and an effective approach to managing them</li> <li>• The extent to which Submitter and Submitter’s proposed Project Manager and Safety Manager have demonstrated the ability to effectively manage safety</li> <li>• The extent to which Submitter has demonstrated a commitment to quality via its approach to development and implementation of a Quality Assurance/Quality Control (QA/QC) for this Project, and the specific experience and qualifications of the proposed Project Quality Manager</li> </ul> <p><u>Collaboration and Effective Use of Construction Manager/General Contractor</u></p> <ul style="list-style-type: none"> <li>• The extent to which Submitter has demonstrated an effective approach to working effectively with the Department and to integrating the Construction Manager’s team (Submitter, Key Participants, and Key Personnel) with the Department’s Project team to form an efficient and effective Project organization</li> <li>• The extent to which Submitter has demonstrated experience with collaborative delivery methods including but not limited to CMGC delivery, construction manager at risk (CMAR), or progressive design-build</li> </ul>	<p>25 points</p>

<b>Table 6. Scored Selection Criteria and Interview Scoring</b>	
<p><b>2. Team Technical Qualifications and Experience</b></p> <p>In evaluating Submittals against this criterion, the Department will consider the Submitter’s understanding of Construction Environment that will be Encountered for Chipps Island, and:</p> <ul style="list-style-type: none"> <li>• The extent to which Submitter has demonstrated experience with construction methods and materials appropriate for in-water and marshland/wetland construction in environments similar to Chipps Island</li> <li>• The extent to which Submitter has demonstrated experience with repair and construction of levees, dikes, channels and water control structures, as well as dewatering managed wetlands, breaching levees, and retrieving submerged objects, such as a shipping container; as well as experience working from barges or boats and/or in wet conditions</li> <li>• The extent to which Submitter has demonstrated experience in tidal wetland restoration including restoration of tidal wetland hydrology, and levee breaching.</li> <li>• The extent to which Submitter has demonstrated experience and knowledge of working in environments with significant constraints such as in-water work windows, nesting habitat constraints etc.</li> <li>• The extent to which Submitter has demonstrated experience in vegetation management including use of controlled herbicides, clearing invasive species, invasive vegetation control, ongoing vegetation management; and planting with/reestablishment of desired native species</li> <li>• Specific knowledge of and experience constructing restoration projects in Suisun Marsh habitats or similar habitats, including maintenance of access and ongoing maintenance of the site</li> </ul>	<p><b>30 points</b></p>
<p><b>3. Project Understanding and Technical Approach</b></p> <p>In evaluating Submittals against this criterion, the Department will consider:</p> <ul style="list-style-type: none"> <li>• Identification of Project elements and key constraints as well as Department’s goals for the Project and CMGC delivery. Understanding of the effects of constraints on the Project schedule.</li> <li>• Proposed approach to innovation that demonstrates Submitter’s understanding of the Project constraints and the Department’s Project goals.</li> </ul>	<p><b>15 points</b></p>
<b>Available Points Subtotal</b>	<b>70 points</b>
Interview	30 points
<b>Available Points Total</b>	<b>100 points</b>

## 4.8 Restrictions

### 4.8.1 Precontractual Expenses

The Department assumes no obligations, responsibilities, or liabilities, fiscal or otherwise, to reimburse any or all of the costs incurred or alleged to have been incurred by any party in connection with this RFQ, including travel expenses. Submitters are solely responsible for all costs and expenses of any nature associated with responding to this RFQ, including attending interviews, briefing(s) and providing supplemental information.

#### **4.8.2 Conflict of Interest**

The Department has developed a Conflict of Interest (COI) policy for CMGC projects that will be in effect during this Procurement. A copy of the COI policy is enclosed as RFQ Appendix B.

The Submitter, its Subconsultants, Subcontractors, and employees of such entities must conform to the Department's COI policy, conflict of interest rules, and regulations as well as the California Political Reform Act and implementing regulations (Government Code Sections 1090 et seq., 81000 et seq.; 2 California Code of Regulations sections 18104-18998). If the Submitter, Subconsultant, Subcontractor, or any of their employees has done any of the following the Submitter is precluded from submitting an SOQ and from participating in the Project:

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

In addition, an entity that is a parent, affiliate, or subsidiary of any of the foregoing entities, or that is under common ownership, control or management with any of the foregoing entities may be disqualified after the identification and full written disclosure of the organizational financial and other interests to the Department, at the sole discretion of the Department.

RFQ Appendix B includes a Conflict of Interest Checklist that may be used by Submitters in screening for potential organizational conflicts of interest.

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

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

Determination of whether a conflict of interest exists, resulting in an unfair competitive advantage and the resolution of a potential or actual conflict of interest is at the sole discretion of the Department. The Department reserves the right to cancel or amend the resulting Preconstruction Services Contract if the successful Submitter failed to disclose a potential conflict which it knew or should have known about, if

the Submitter provided information on the Disclosure of Potential Conflict of Interest Certification that is false or misleading, or if the contract was made in violation of Government Code Section 1090.

#### **4.8.3 Department Consultants; Ineligible Firms**

The Department has engaged several consultants to assist and participate in the Project development stages and assist the Department during the procurement process for the Project. These consultant firms are prohibited from participating in any of the Submitter organizations relating to this Project; providing technical, legal, or financial advice to Submitters; or directly discussing any aspect of the RFQ with any Submitter. The consultant firms are as follows:

- Brown and Caldwell
- Stillwater Sciences
- Resource Management Associates

This list is subject to update by Addenda.

Requests for determination regarding the eligibility of a firm for participation as a Construction Manager may be submitted in writing to the Department's Designated Contact identified in RFQ Section 4.2. The Department's determinations are final in this regard.

#### **4.8.4 Obligation to Keep the Team Intact during the Procurement**

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

Key Personnel are committed to the Project and changes may not be accepted, unless they no longer work for the firm or the Department otherwise agrees that a change is appropriate. If extraordinary circumstances require a change, it must be submitted in writing to the Designated Contact identified in RFQ Section 4.2, who, at its sole discretion, will determine whether to authorize a change, recognizing that certain circumstances (such as termination of employment) may occur that are beyond the Construction Manager's control.

#### **4.8.5 In-Person Meetings Required**

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

#### **4.8.6 Department Reserved Rights**

The issuance of this RFQ constitutes only an invitation to present qualifications. This RFQ does not commit the Department to entering into the Preconstruction Services Contract or proceeding with the

construction phase of the Project. The Department reserves to itself all rights available to it under the Public Contract Code and applicable law, including without limitation, the following, with or without cause and with or without notice to:

- Withdraw or cancel this RFQ at any time prior to the execution by the Department of a Preconstruction Services Contract, without incurring any cost obligations or liabilities, with or without substitution of another RFQ for any reason whatsoever.
- Supplement, amend, or otherwise modify this RFQ via Addenda, prior to the date of submission of the SOQs. Amend any of the services set forth herein, to remove services or to include services not currently contemplated, at any time prior to execution of the Preconstruction Services Contract. The Submitter, by submitting a SOQ, agrees to be bound by any schedule modification made by the Department.
- Issue a new RFQ.
- Receive written questions concerning this RFQ from Submitters and to provide such questions, and the Department's responses, if any, to all Submitters.
- Waive any immaterial informalities, irregularities, defect, technicality, or omissions in a SOQ.
- Reject any or all SOQ submittals found to be irregular, incomplete, conditional, or not in compliance with, or not responsive to the requirements and instructions contained herein. A SOQ may be found to be irregular or nonresponsive for reasons including, but not limited to, failure to strictly comply with the criteria stated herein, failure to meet Non-Scored Selection Criteria, failure to submit information needed to evaluate the SOQ based on the evaluation criteria, incomplete SOQs, failure to provide or complete required forms, improper signatures, submittal of more than one SOQ by the same firm, or evidence of collusion.
- Terminate evaluations of submittals received.
- Require additional information from one or more of the Submitters and to conduct clarification discussions, at any time, to supplement or clarify the SOQs submitted.
- Conduct investigations with respect to the information provided by any Submitter regarding the qualifications, experience, and other information provided.
- Visit and inspect any of the projects referenced in any of the SOQs and to observe and inspect the operations at such projects.
- Determine which of the Submitters are best qualified to be interviewed.
- Determine the number of Submitters to be interviewed, at its sole discretion
- Determine that any or all of the Submitters will not be short-listed for further consideration.
- Approve or disapprove of the use of Key Participants and Key Personnel and any substitutions or changes to Key Participants or Key Personnel from those identified in the SOQ.

- Decide not to award a Preconstruction Services Contract as a result of this procurement process for any reason whatsoever.

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

In no event shall the Department be bound by, or liable for, any obligations with respect to the project until such time (if at all) as a Preconstruction Services Contract, in form and substance satisfactory to the Department, has been duly executed by the Department and then, only to the extent set forth therein. The Department makes no representations that the Preconstruction Services Contract will be awarded based on the requirements to this RFQ.

#### **4.8.7 Department Disclaimers**

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

- Any obligation to award or execute a Preconstruction Services Contract pursuant to this RFQ.
- Any obligation to award or execute a Construction Contract in the event the “no build” alternative is selected during the environmental/CEQA process.
- Subject to RFQ Section 4.8.1, any obligation to reimburse a Submitter for any costs it incurs under this procurement.

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

#### **4.8.8 Challenges**

The decision of the Department as to Submitter selection and the subsequent award of the Preconstruction Services Contract shall be final and shall not be appealable, reviewable, or reopened before the Department in any way. Parties participating in the RFQ phase of this procurement shall be deemed to have accepted this condition and the other requirements of this RFQ.

#### **4.8.9 Public Records Act**

Documents submitted in response to this RFQ are subject to the provisions of the California Public Records Act (Government Code Section 6250 et seq.), Public Contract Code Section 10165, and Public Contract Code Section 10112.3 (a)(2). The questionnaires and financial statements are not public records and are not open to public inspection.

With the exception of questionnaires and financial statements, all other documentation and submittals provided to the Department by a Submitter may be considered public documents under Government Code Section 6250 et seq. The Department will use reasonable efforts to ensure that financial information submitted by the non-successful Submitter(s) will, to the extent permitted by law, remain confidential up to the point a Preconstruction Services Contract is executed, at which time the Department will return this information to the Submitter or destroy it. The Submitter(s) recognize and agree that the Department will not be responsible or liable in any way for any losses that a Submitter may suffer from the disclosure of information or materials to third parties.

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

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

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

## **5 GENERAL SOQ SUBMITTAL REQUIREMENTS**

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

Submitters shall provide brief, concise information that addresses the requirements of the Project consistent with the specific submittal information requirements in RFQ Section 6. Submitters shall only submit the information requested. All contents of the SOQ of the successful Submitter will be incorporated into the Preconstruction Services Contract as Exhibit C. Documentation that is difficult to read may be rejected and may lead to disqualification.

If the Submitter believes certain information in its SOQ to be protected records under the Public Records Act and Submitter wishes to protect that information from disclosure, the Submitter shall mark such information as provided in RFQ Section 4.8.9.

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

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

- SOQ
- Separate Sealed Envelope:
  - Disclosure of Potential Conflict of Interest Certification (RFQ Appendix B)
  - Pre-Qualification Questionnaire (RFQ Appendix C)

**Quantities.** Submitter shall provide:

- One (1) original hard copy with wet signature of the entire SOQ Submittal (SOQ and items in Separate Sealed Envelope)
- Two (2) hard copies of the SOQ
- One (1) electronic copy of the entire SOQ Submittal (SOQ and items in Separate Sealed Envelope) on a universal serial bus (USB) flash drive

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

- Return address: Submitter's name, contact person's name, email address, and mailing address.
- Date of submittal.
- Contents labeled as "[PROJECT REFERENCE NO. CM-2022-01]," "Statement of Qualifications," and "DO NOT OPEN."

**Deadline and Location.** All contents of the hard copy original SOQ submittal shall be received by **3 p.m. Pacific Time** on the day specified in Table 4 Procurement Schedule (RFQ Section 4.4) and delivered to the following:

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

The electronic copy of the SOQ shall be in searchable PDF format and shall be submitted along with the required hard copies on a USB flash drive.

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

### **5.3 SOQ Format Requirements, SOQ Organization, and Page Limits**

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

- The overall page limit for SOQ is 25-pages, excluding the front and back cover pages, Section 1 (in its entirety), Section 2 (in its entirety) Section 3 (in its entirety), Section 6 (in its entirety), and Section 7B.



- The sections shall consist of 8 ½-by-11-inch pages, except for charts, exhibits, and other illustrative and graphical information, which may be submitted on 11-by-17-inch paper if desired, and folded to 8 ½- by-11 inch.
- The 11-by-17-inch pages will count as two (2) pages.
- Text shall be in a standard font that is a minimum of 11 points in size. A smaller font size is acceptable for captions, tables, charts, and graphic elements, so long as it is legible.
- Each page shall be numbered consecutively within each section (i.e., 1-1, 1-2, 2-1, 2-2., etc.), and the page numbers shall be centered at the bottom of each page.
- Electronic copies should be bookmarked according to the Section and subsections identified in Table 7 below.

<b>Table 7. SOQ Organization and Page Limits</b>	
<b>SOQ Section</b>	<b>Page Limits and Format Requirement</b>
Front and back Cover Pages	<ul style="list-style-type: none"> <li>• Cover pages do not count towards the overall page limit</li> <li>• The front cover of each SOQ shall be labeled with “Chippis Island Tidal Habitat Restoration Project,” “Statement of Qualifications,” and the date of submittal.</li> <li>• The hard copy original shall be identified on its front cover, in the upper right-hand corner as (Original).</li> <li>• Other hard copies shall be labeled “Copy 1” and “Copy 2”.</li> </ul>
<b>SOQ Section 1 – Formal Transmittal Letter</b>	
1A Formal Transmittal Letter (Form A)	Does not count towards the overall page limit
1B Submitter SOQ Certification (Form B)	Does not count towards the overall page limit
1C Disclosure of Potential Organizational Conflict of Interest Statement (RFQ Appendix B)	<b><i>Submit 1C in the Separate Sealed envelope</i></b> Does not count towards the overall page limit
<b>SOQ Section 2 – Executive Summary</b>	
2A Narrative	2-page limit, does not count towards the overall page limit
<b>SOQ Section 3 – Construction Manager Profile Information</b>	
3A. Prequalification Questionnaire (RFQ Appendix C)	<b><i>Submit 3A in the Separate Sealed envelope</i></b> Does not count towards the overall page limit
3B Legal Structure	Does not count towards the overall page limit Does not count towards the overall page limit

<b>Table 7. SOQ Organization and Page Limits</b>	
<b>SOQ Section</b>	<b>Page Limits and Format Requirement</b>
<ul style="list-style-type: none"> <li>• Submitter’s Organization Information (Form C)</li> </ul>	
3C: Financial Capacity	Does not count towards the overall page limit
3D: Safety	Does not count towards the overall page limit
<b>SOQ Section 4 – Team Organization and Capacity to Conduct the Work</b>	
4A: Firm Overview and Required Licenses <ul style="list-style-type: none"> <li>• Submitter Firm Summary</li> <li>• Key Participant Summary</li> <li>• Narrative</li> </ul>	Counts towards the overall page limit  Counts towards the overall page limit  Counts towards the overall page limit
4B. Organization Charts and Past Experience Working Together	Counts towards the overall page limit
4C. Capacity to Conduct the Work	Counts towards the overall page limit
4E. Collaboration and Effective Use of CMGC and Other Forms of Collaborative Delivery	Counts towards the overall page limit
<b>SOQ Section 5 – Technical Experience</b>	
Narrative	Counts towards the overall page limit
<b>SOQ Section 6 – Project Descriptions</b>	
Project Descriptions (Form D)	4-page limit per Project Description (provide at least three (3) but no more than five (5) Project Descriptions), does not count towards the overall page limit
<b>SOQ Section 7 – Key Personnel</b>	
7A. Proposed Key Personnel Information (Form E)	Counts towards the overall page limit
7B. Key Personnel Resumes	2-page limit for each resume, does not count towards the overall page limit
<b>SOQ Section 8 – Project Understanding and Approach</b>	
Narrative	Counts towards the overall page limit

## 6 SOQ REQUIRED CONTENT

### 6.1 SOQ Section 1 – Formal Transmittal Letter

The Submitter shall complete Form A Formal Transmittal Letter (provided in RFQ Appendix A). A duly authorized representative of the Submitter’s organization shall sign the letter. If the Submitter is a

partnership, limited partnership, joint venture, or other association, all members of the Submitter shall agree to be jointly and severally liable to the Department for the performance under the Preconstruction Services Contract by executing Form A Formal Transmittal Letter (provided in RFQ Appendix A).

The Submitter shall complete Form B Submitter SOQ Certification (provided in RFQ Appendix A) and attach it to the Transmittal Letter. The Submitter SOQ Certification verifies the accuracy of the information submitted as part of the SOQ. Submitter and all individuals, persons, proprietorships, partnerships, limited liability partnerships, corporations, professional corporations, limited liability companies, business associations, or other legal entity however organized, shall complete Form B Submitter SOQ Certification (provided in RFQ Appendix A).

The Submitter must complete the Disclosure of Potential Conflict of Interest Statement (Disclosure Statement) included in RFQ Appendix B and submit in a separate sealed envelope. If the Submitter determines a potential conflict of interest exists for itself, Key Personnel, Key Participants or its employees, the Submitter must disclose the relevant facts relating to the potential conflict, including the Work performed or to be performed by the entity associated with the potential conflict, and propose measures to avoid, neutralize, or mitigate the potential conflict. The Department will review the Disclosure Statement and the proposed measures to determine if the Submitter may submit a SOQ, a Preconstruction Services Price Proposal or be awarded the Preconstruction Services Contract. Disclosure of a potential conflict of interest will not necessarily disqualify a Submitter.

## **6.2 SOQ Section 2 – Executive Summary**

The Submitter shall provide an executive summary briefly describing its proposed team, qualifications, and approach to providing preconstruction and construction services for the Project.

## **6.3 SOQ Section 3 – Construction Manager Profile Information**

### **6.3.1 SOQ Section 3A: Prequalification Questionnaire**

The Submitter shall provide a completed and verified Prequalification Questionnaire, which is attached as RFQ Appendix C, in a separate sealed envelope. Instructions for completing the Prequalification Questionnaire are included in RFQ Appendix C.

### **6.3.2 SOQ Section 3B: Legal Structure**

In order to demonstrate an ability to remain stable and viable for the duration of the Project, and be contractually bound to the Department, Submitters shall address all the following and submit it under SOQ Section 3B.

- 1) Legal structure of the Submitter and its organization. Please provide the following:
  - a) Complete copies of the organizational and regulatory documents that allow, or would allow by the time of Preconstruction Services Contract award, the Submitter to conduct business in the State of California.
  - b) If the Submitter is a partnership, limited partnership, joint venture, or other association, provide a copy of the agreement creating the association and specifying that all partners or association

members agree to be jointly and severally liable to the Department for the performance under the Preconstruction Services Contract. All members of the Submitter shall also agree to be jointly and severally liable to the Department for the performance under the Preconstruction Services Contract by executing the Transmittal Letter in Appendix A, Form A.

- c) If the Submitter is a partnership, limited partnership, joint venture, or other association that is not yet a legal entity, a copy of the agreement creating the association and specifying that all partners or association members agree to be jointly and severally liable to the Department for the performance under the Preconstruction Services Contract. All members of the Submitter shall also agree to be jointly and severally liable to the Department for the performance under the Preconstruction Services Contract by executing the Formal Transmittal Letter in Appendix A, Form A.

### **6.3.3 SOQ Section 3C: Financial Capacity**

To demonstrate Submitter's team members possess the financial capacity to enter into a Construction Contract with the Department and the resources to successfully complete the Project, Submitter shall address the following and submit it under SOQ Section 3C:

- Submitters shall attach a notarized statement from an admitted surety (approved by the California Department of Insurance) authorized to issue bonds in the State of California that specifically demonstrates that: 1) the Submitter has an available bonding capacity of at least \$10M; and 2) is capable of obtaining a Performance Bond (see Document 00610 of the Construction Contract) and Payment Bond (see Document 00620 of the Construction Contract) for bond amounts covering the estimated value of the Project. Letters indicating "unlimited" bonding capability are not acceptable.
- Submitters shall provide insurance certifications, either a certificate of insurance evidencing current policies of, or written evidence from an insurance company or broker indicating that the Submitter is capable of obtaining the types of insurance and policy limit requirements specified in the Preconstruction Services Contract and in the Construction Contract. Preliminary Insurance Requirements are provided in Section 16 of the Preconstruction Services Contract, and in Document 00724 Paragraph 5 of the Construction Contract.

### **6.3.4 SOQ Section 3D: Safety**

The Submitter shall provide safety information pertaining to the proposed Construction Manager, for the most recent three (3) year period, including:

1. Experience modification rates,
2. Average total recordable injury/illness rate, and
3. Average lost work rate.

The Submitter shall also include information on any California Occupational Safety and Health Administration or Federal Occupational Safety and Health Administration citations and assessed penalties

against the respondent for any serious, willful or repeat violations of its safety or health regulations in the past five (5) years.

#### **6.4 SOQ Section 4 – Team Organization and Capacity to Conduct the Work**

In this section, Submitter shall explain how it intends to organize its team to effectively delivery the preconstruction and construction Work.

##### **6.4.1 SOQ Section 4A: Firm Overview and Required Licenses**

Submitter shall identify and briefly describe Submitter’s firm and any other Key Participants it is including on its proposed team. Narratives shall briefly identify Submitter and each Key Participant, their role as applicable during preconstruction and construction, and their capabilities.

Submitter shall also provide evidence that the Submitter, Key Participants and Key Personnel at the time of SOQ submittal have all licenses, registrations, and credentials required to conduct and manage the Work, and provide all preconstruction and construction services for the Project. The Construction Manager shall be a licensed General Contractor pursuant to Public Contract Code Section 10112.1(a). License information shall include date(s) obtained, type, number, classification, issuing agency, and expiration date. Such information shall include any information on the revocation or suspension of any license, credential, or registration, and to provide specific details including date(s), reason(s), for revocation or suspension, whether same was reinstated, and any conditions thereto.

##### **6.4.2 SOQ Section 4B: Organization Charts and Past Experience Working Together**

Submitter shall include organization charts illustrating roles and responsibilities of Submitter, Key Participants, and Key Personnel during preconstruction and during construction. Organization charts shall identify:

- Roles and responsibilities (showing Key Personnel and firm affiliations)
- Reporting relationships within Submitters team
- Reporting relationships with the Department
- How Submitter’s team will change from preconstruction to construction

A brief narrative explaining the rationale for Submitter’s proposed organization shall also be included in this section. Submitter shall also specifically describe the experience of Key Personnel working together on past projects with reference to the Project Profiles included in SOQ Section 6 as applicable.

##### **6.4.3 SOQ Section 4C: Capacity to Conduct the Work**

Submitter shall provide a narrative description of *how* Submitter will ensure sufficient staffing and other resources to complete the Work. Where outside resources are required, such as construction equipment, discuss how you will work to assure its availability when needed. Submitter shall include a table showing estimated time commitment (%) for each Key Personnel during construction and preconstruction.

Submitter shall also discuss how its experience on past projects demonstrates a record of successfully completing contracts within the Agreed Price and schedule, including those with complex aquatic

environmental requirements or constraints, as well as a record of managing contracts to minimize delays, claims, dispute proceedings, litigation, and arbitration.

#### **6.4.4 SOQ Section 4D: Project Management Experience and Capabilities**

Submitter shall include a narrative discussing:

- The systems and capabilities it plans to use to plan, organize, track, and execute the preconstruction and construction Work with reference to project descriptions that demonstrate its successful past experience employing these systems and capabilities
- The specific experience of the proposed Project Manager in planning, organizing, tracking and executing work with reference to the proposed Project Manager's resume and applicable Project Profiles
- The major risks that Submitter believes will apply to the Project and the proposed approach to tracking and managing those risks
- The extent to which Submitter's proposed Project Manager and Safety Manager, with reference to their resumes and applicable Project Profiles, have demonstrated the ability to successfully manager safety on similar projects
- The approach Submitter intends to use to manage quality throughout preconstruction and construction, including reference to the proposed Quality Manager's resume and applicable Project Profiles

#### **6.4.5 SOQ Section 4E: Collaboration and Effective Use of CMGC and Other Forms of Collaborative Delivery**

Submitter shall include a narrative discussing methods its team (Submitter, Key Participants, and Key Personnel) has used to enhance collaboration with owners on past projects as well as the approach it intends to enhance collaboration with the Department on this Project through both preconstruction and construction.

Submitter shall also include a narrative discussion summarizing its team's experience (Submitter, Key Participants, and Key Personnel) with CMGC, Construction Manager at Risk, and design-build project delivery. The narrative shall also discuss how Submitter has used these delivery methods to enhance Project collaboration within its team and with owners. Include applicable references to resumes and Project Profiles throughout the narrative.

#### **6.5 SOQ Section 5 – Technical Experience**

Submitter shall provide narrative discussions describing proposed team experience (Submitter, Key Participants, and Key Personnel) in the following technical areas:

- Experience with construction materials and methods appropriate for in-water and marshland/wetland construction. Discuss, as applicable, methods for accelerating construction that might be applicable to the Project. To the extent Submitter's team has specific experience in Suisun Marsh

or the broader Sacramento-San Joaquin River Delta, and/or other wetlands, this should be highlighted

- Experience with repair and construction of levees, dikes, channels and water control structures, as well as dewatering managed wetlands, breaching levees, and retrieving submerged objects, such as a shipping container. Discuss any experience working from barges or boats and/or in wet conditions while conducting these activities
- Experience with tidal wetland restoration including restoration of wetland hydrology and levee breaching. To the extent this includes experience in Suisun Marsh or the broader Sacramento-San Joaquin River Delta, and/or other wetlands, it should be highlighted
- Experience with vegetation management including use of approved herbicides, clearing and grubbing, selective removal and management of desirable species for replanting at the Project Site, invasive vegetation control, ongoing vegetation management prior to and during construction efforts for reestablishment of desired plant species
- Experience in completing projects in environments with significant constraints such as in-water work windows, avoidance of nesting habitats, and other requirements for avoidance and protection of special status species

Narratives shall include reference to Project Profiles and resumes, as applicable.

## **6.6 SOQ Section 6 – Project Descriptions**

Using Form D Project Description (provided in RFQ Appendix A), show Submitter’s team (Submitter, Key Participants, and Key Personnel) experience by providing at least three (3) but no more than five (5) project descriptions. For projects where Submitter and one or more Key Participants were involved, Submitters may provide a single project description. Highlight experience in the past 15 years on projects having a scope of work comparable to that anticipated for the Project, with an emphasis on more recent projects.

Project Descriptions should highlight the types of experience requested in Sections 4 and 5 of Submitter’s SOQ and provide contact information for owner references for each project.

## **6.7 SOQ Section 7 – Key Personnel**

### **6.7.1 SOQ Section 7A: Key Personnel Summaries**

Using Form E Proposed Key Personnel Information (provided in RFQ Appendix A), list appropriate information for each Key Personnel position. Key Personnel, at a minimum, shall include the following roles; however, Submitter may propose that an individual play more than one role based on Submitter’s understanding of the needs of the Project:

- **Project Manager.** The individual that will be in responsible charge of providing Construction Manager services during both preconstruction and construction. The Project Manager shall have sufficient experience and qualifications necessary to properly manage the Work in accordance with the Preconstruction Services Contract and Construction Contracts, and acts as the primary

point of contact on behalf of the Construction Manager. The Project Manager will be responsible to ensure adequate personnel and other resources are made available for the Project, will handle contractual matters, and will be responsible for quality and timeliness of the team performance. The Project Manager shall have the authority to supervise Work and to stop Work that does not meet the standards, specifications, or criteria established for the Project. Ideally, the Project Manager will have a minimum of 10 years of experience managing wetland construction and restoration, including wetland construction and restoration in Suisun Marsh or the broader Sacramento-San Joaquin River Delta , and experience with collaborative delivery.

- **Preconstruction Services Manager.** The individual that, if different from the overall Project Manager, will be responsible for overseeing delivery of all preconstruction services (see Appendix E, Preliminary Preconstruction Services Scope of Work). Unless this role is fulfilled by the overall Project Manager, the Preconstruction Services Manager shall report directly to the Project Manager. The Preconstruction Services Manager shall be responsible for assuring completion of all required constructability reviews, scheduling, and cost estimating during preconstruction and for developing GMP Proposals for construction. Ideally, the Preconstruction Services Manager will have a minimum of 5 years of experience providing preconstruction services (scheduling, estimating, providing constructability reviews) for similar projects.
- **Construction Services Manager.** The individual that, if different from the overall Project Manager, will be in charge of on-site construction. Unless this role is fulfilled by the overall Project Manager, the Construction Manager shall report directly to the Project Manager. The Construction Services Manager shall be in the field during all construction activities in Phases 2B and 2C. The Construction Manager shall be responsible for assuring construction is in accordance with the design (plans and specifications) and other project requirements. Ideally, the Construction Manager will have a minimum of 10 years of experience managing the construction of complex wetland remediation/restoration projects (with some of this experience within Suisun Marsh or the broader Sacramento-San Joaquin River Delta), including projects involving barge work, low ground pressure equipment, amphibious equipment, large quantities of earthmoving, hydraulics, levee construction, and pump stations.
- **Quality Manager.** The individual responsible for developing and overseeing implementation of the Construction Manager's Quality Control/Quality Assurance Plans (Quality Control Program) for both Phase 1 Preconstruction, and Phase 2 Construction (see RFQ Exhibit E, Preliminary Preconstruction Services Scope of Work). The Quality Manager, or designee, shall report independently from those responsible for production during construction (i.e., if there is Construction Manager in addition to an overall Project Manager, the Quality Manager will report directly to the Project Manager but if Submitter's proposed organization includes single PM/CM, the Quality Manager shall report directly to the Construction Manager's executive responsible for overseeing the Project) and shall have the authority to stop construction that does not meet requirements. Ideally, the Quality Manager will have a minimum of 7 years of experience developing QA/QC plans and overseeing construction quality for restoration-type projects. The Quality Manager shall be a registered Professional Civil Engineer in the State of California.



- **Wetland Restoration Manager.** The Wetland Restoration Manager is responsible for monitoring construction of site features, invasive plant management (including herbicide application and removal), native revegetation, wildlife, vegetation and water quality monitoring, and site maintenance during construction and between construction phases. Ideally, the Wetland Restoration Manager will have a minimum of 5 years managing restoration of large wetlands (i.e., in the range of 50 to 100 acres or larger). Ideally, certifications held by this key personnel or affiliated staff will a California Department of Pesticide Regulation (CDPR) Unmanned Pest Control Aircraft Pilot Certification in addition to a CDPR Qualified Applicator Certificate, Qualified Applicator License, and/or Pest Control Advisor certification.
- **Lead Estimator/Scheduler.** This role may be fulfilled by one or two individuals. The lead estimator/scheduler is responsible for estimating the cost of construction at required design milestones for each construction package (i.e., Phase 2A, 2B, and 2C) and for developing construction schedules for each construction package. Ideally, the lead estimator/scheduler will have a minimum of 5 years of experience as a construction cost estimator/scheduler with experience in assessing price and risk, and discussion of assumptions.
- **Environmental Compliance Manager.** The Environmental Compliance Manager is responsible for developing the Environmental Management and Monitoring Plans (see RFQ Exhibit E, Preliminary Preconstruction Services Scope of Work) and assuring the Construction Manager complies with all necessary environmental regulations, CEQA mitigations, and permit requirements during construction and preconstruction, and shall be responsible for providing documentation confirming this compliance. Ideally, the Environmental Compliance Manager will have at least 5 years of California experience in environmental compliance and documentation for avian, aquatic and wetlands habitat restoration/remediation projects, including in Suisun Marsh or the broader Sacramento-San Joaquin River Delta, and will have demonstrated experience coordinating with the U.S. Army Corps of Engineers, U.S. Fish and Wildlife Service, California Regional Water Quality Control Board, California Department of Fish and Wildlife, and San Francisco Bay Conservation and Development Commission.
- **Safety Manager.** The Safety Manager is responsible for the development of the Construction Site-Specific Safety Plans (see RFQ Exhibit E, Preliminary Preconstruction Services Scope of Work) and overall construction site safety. The Construction Manager shall report independently from those responsible for production during construction (i.e., if there is Construction Manager in addition to an overall Project Manager, the Safety Manager will report directly to the Project Manager but if Submitter's proposed organization includes single PM/CM, the Safety Manager will report directly to the Construction Manager's executive responsible for overseeing the Project) and shall have the authority to stop construction. Ideally, the Safety Manager will have a minimum of 5 years of construction safety management experience, including developing, implementing, and managing safety programs, and maintaining compliance with safety regulations.
- **Additional Key Personnel Proposed by Submitter.** The Submitter is encouraged to add, in its sole discretion, additional Key Personnel in its SOQ. Additional Key Personnel that are proposed should

provide added value to the Department to meet and exceed the established Project Objectives. For any Key Personnel added by the Submitter, the Submitter must include a resume.

### **6.7.2 SOQ Section 7B: Key Personnel Resumes**

Submitter shall provide resumes for each individual designated as Key Personnel. If an individual fills more than one Key Personnel role, only one resume is required. Resumes for Key Personnel shall include the following items on each resume:

- Relevant licensing and registration, including registration as required in the State of California.
- Years of experience performing similar work.
- A minimum of three professional references, including current contact information for the references.
- Actual work examples (include the capacity on the project in which the person worked (e.g., lead design engineer, utility coordinator). Including duties performed and percent of time on the job. For each project listed provide the following information:
  - Name of the project and the owner’s contact information (project manager name, phone number, email address). If the project manager is no longer with the owner, provide an alternative contact that is familiar with the project. The alternative contact shall have played a leadership role for the owner during the project.
  - Dates of work performed on the project.
- Licenses: All licenses and registrations held by Key Personnel at the time of SOQ submittal, including date(s) obtained, type, number, classification, issuing agency, and expiration date.

### **6.8 SOQ Section 8: Project Understanding and Approach**

Submitter shall provide a narrative describing its understanding and general approach to the Project. The narrative, at a minimum, shall address:

- The overall construction and permitting environment at Chipps Island including seasonal constraints on work and schedule drivers
- If repairs on the North Parcel levee or dewatering are unsuccessful, what alternative approaches would be recommended for Phase 2C construction if the site cannot be adequately dewatered?
- Describe the approach to this project with lessons learned from Submitter’s experience working in Suisun Marsh and/or other tidal wetlands on habitat restoration or similar projects
- How Submitter intends to effectively use a CMGC Delivery Method to ensure a successful Project, considering the Departments Project and Delivery Objectives listed in Section 1.3.
- How Submitter’s proposed organization will contribute to the success of the Project and meet the Department’s Project and Delivery Objectives

- Measures Submitter proposes to take to foster a collaborative team relationship between the Construction Manager and the Department.
- Brief description of SB/MB or DVBE subcontractors in previous contracts or CMGC delivery teams.
- Discussion of any innovative ideas that may assist the Project team in meeting Project goals. Discuss the impacts of the innovative ideas on time, cost, and/or quality.

## **7 MARKUP OF PRELIMINARY PRECONSTRUCTION SERVICES SCOPE OF WORK AND PRECONSTRUCTION SERVICES PRICE PROPOSAL**

Submitters who are invited to interview shall bring their Preconstruction Services Scope of Work markup and Preconstruction Services Price Proposal with them to the interview in a separate sealed envelope. Sealed envelope contents shall include:

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

Both hard copy and an Microsoft Excel formatted electronic copy on a USB Flash Drive, shall be provided in the sealed envelope marked with Project Reference No. CM2022-01 and name of Contractor as it appears on SOQ.

Contents of the sealed envelope will not be used in the evaluation of SOQs. The sealed envelope provided at the interview will only be opened after the most qualified Submitter has been determined and only the envelope of the most qualified will be opened. If the Department is unable to successfully negotiate the compensation and other contract terms for preconstruction services the most qualified Submitter, the Department will formally terminate negotiations with the Submitter. The Department may undertake negotiations with the next most qualified Submitter, and so on. If the Department is unable to negotiate a fair and reasonable price with any Submitter, the Department may elect not to award the Preconstruction Services Contract. The rate envelopes of the unsuccessful Submitters will be returned unopened.

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**APPENDIX A: FORMS**

**Form A Formal Transmittal Letter**

**Form B Submitter's SOQ Certification**

**Form C Submitter's Organization Information**

**Form D Project Description**

**Form E Proposed Key Personnel Information**

**Form F-1 Preconstruction Services Price Proposal and Instructions and F-2 Rate Sheets**

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**FORM A FORMAL TRANSMITTAL LETTER**

SOQ Date:

California Department of Water Resources  
Division of Engineering - Collaborative Delivery Program  
Attention: William M. Verigin Jr., Collaborative Delivery Manager 715 P Street, 4<sup>th</sup> Floor  
Sacramento, California 95814

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

**SOQ**

- SOQ Section 1. Formal Transmittal Letter (this Form A)
- SOQ Section 2. Executive Summary
- SOQ Section 3. Construction Manager Profile Information
- SOQ Section 4. Team Organization and Capacity to Conduct the Work
- SOQ Section 5. Technical Experience
- SOQ Section 6. Project Profiles
- SOQ Section 7. Key Personnel
- SOQ Section 8. Project Understanding and Approach

**Separate Sealed Envelope**

- Disclosure of Potential Conflict of Interest Certification (RFQ Appendix B)
- Pre-Qualification Questionnaire (RFQ Appendix C)

Submitter acknowledges receipt, understanding, and full consideration of all materials posted on the Cosmos website and/or the Cal eProcure website as set forth in RFQ Section 1.4, and the following Addenda and sets of questions and answers to the RFQ:

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

Submitter represents and warrants that it has read the RFQ and agrees to abide by the contents and terms of the RFQ and the SOQ. If the Submitter consists of more than one entity, all members of the Submitter entity agree to accept joint and several liability to the Department for performance under the Preconstruction Services Contract. Submitter understands that the Department is not bound to award a Preconstruction Services Contract and may reject each SOQ the Department may receive. Submitter

further understands that all costs and expenses incurred by it in preparing this SOQ and participating in the Project procurement process will be borne solely by the Submitter.

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

Submitter's business address:

Address Line 1: \_\_\_\_\_  
Address Line 2: \_\_\_\_\_

State or Country of Incorporation/  
Formation/Organization: \_\_\_\_\_

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

**[Submitter's name]**

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

2. Sample signature block for partnership or joint venture:

**[Submitter's name]**

**[General partner's or Major Participant's name]**

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

**[Note to Submitters: Add signatures of additional general partners or Major Participant as appropriate]**

3. Sample signature block for attorney in fact:

**[Submitter's name]**

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



**ACKNOWLEDGMENT**

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

State of California

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

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

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

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

WITNESS my hand and official seal.

Signature \_\_\_\_\_

(Seal)

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

**FORM B SUBMITTER SOQ CERTIFICATION**

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

**DECLARATION**

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

)

SS: COUNTY OF \_\_\_\_\_ )

I, (printed name) \_\_\_\_\_, being first duly sworn,

state that I am the (title) \_\_\_\_\_ of the Submitter.

I certify that I have read and understood the information contained in the Request for Qualifications issued by the California Department of Water Resources for the Chipps Island Tidal Habitat Restoration Project and the attached Statement of Qualifications (SOQ), and that to the best of my knowledge and belief all information contained herein and submitted concurrently or in supplemental documents with this SOQ is complete, current, and true. I further acknowledge that any false, deceptive, or fraudulent statements in the SOQ will result in denial of prequalification status.

**[Submitter's name, General partner's name, or  
Major Participant's name]**

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

Printed Name: \_\_\_\_\_

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

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

**ACKNOWLEDGMENT**

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

State of California

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

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

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

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

WITNESS my hand and official seal.

Signature \_\_\_\_\_

(Seal)

**NOTICE TO APPLICANTS:**

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

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**FORM C SUBMITTER'S ORGANIZATION INFORMATION**

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

Instructions for Form completion: Responses to each subject area shall be addressed within the table below. If additional space be needed, Submitters are advised to increase space following question as appropriate. Submitter and all individuals, persons, proprietorships, partnerships, limited liability partnerships, corporations, professional corporations, limited liability companies, business associations, or other legal entity however organized, holding (directly or indirectly) a 15 percent or greater equity interest in the Submitter shall complete Form C Submitter's Organization Information. Form E shall have no SOQ page limitation.

Submitter (Individual Firm/Joint Venture/Partnership/LLC)	
Name of Entity:	
Address Line:	
Contact Name:	
Title:	
Telephone Number:	
Email:	
<b>Local/Regional Contact:</b>	
Name:	
Address:	
Telephone Number:	
Email:	

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**FORM D PROJECT DESCRIPTION**

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

Instructions for Form completion: Form D is limited to a maximum of four (4) pages for each completed project. This Form D may be reformatted, but must contain the information requested, in the order identified below.

<b>Identify Submitter, Key Participants and Key Personnel involvement</b>	
Name of Project	
Contract/Project No.	
Owner’s Reference Contact Information <div style="text-align: right; padding-right: 20px;">                 Name:                  Phone number:                  e-mail address:             </div>	
Dates of construction and/or warranty periods	
A narrative describing the project	
Description of the preconstruction services provided, and percentage of the overall project actually performed by Submitter and each Key Participant(s).	

<b>Identify Submitter, Key Participants and Key Personnel involvement</b>	
Description of the construction work and percentage of the overall project actually performed by Submitter and each Key Participant(s).	
Scheduled Completion Date	
Actual Completion Date	
Initial construction Agreed Price or bid price	
Final construction contract price for the project, including the quantity and dollar value of contract modifications and claims, and an explanation of the causes for construction contract change(s), whether upward or downward, including identification of any litigation associated with the changes.	
Dispute Review Board history including subjects and outcomes.	



**FORM E PROPOSED KEY PERSONNEL INFORMATION**

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

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

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

Position	Key Personnel Name	Firm Affiliation	Years of Experience	Education and Registrations	Summary of How Experience is Relevant to the Project
Environmental Compliance Manager					
Safety Manager					
Additional Key Personnel Proposed by Submitter [add rows as necessary]					

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

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

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**Request for Qualifications  
Form F-1:- Preconstruction Services Price Proposal and Instructions**

Task Number	Task Name	Submitter					
		Hours		Hours total	Labor Total	Expenses (List in Assumption 1)	Company Total
		Name	Name				
		\$ -	\$ -				
1	Preconstruction Management Services and Administration	0	0	0	\$ -	\$ -	\$ -
2	Construction Management Plans	0	0	0	\$ -	\$ -	\$ -
2	Partnering	0	0	0	\$ -	\$ -	\$ -
2	Investigation of Existing North Parcel Levee and Interior	0	0	0	\$ -	\$ -	\$ -
3	Constructability Reviews and Permit Reviews	0	0	0	\$ -	\$ -	\$ -
4	Cost Estimates	0	0	0	\$ -	\$ -	\$ -
5	Scheduling and Project Sequencing and Phasing Plan	0	0	0	\$ -	\$ -	\$ -
6	Guaranteed Maximum Price (GMP) Proposals	0	0	0	\$ -	\$ -	\$ -
7	Additional Services as Requested						
<b>Subtotal</b>		<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>\$ -</b>	<b>\$ -</b>

**Assumptions**

- 1
- 2
- 3

**Instructions to Submitters:**

- (1) Form F is provided as a template for Submitters' reference to show the level of detail required in Preconstruction Services Price Proposals.
- (2) Preconstruction Services Price Proposals must show hours per task, per individual, proposed all inclusive hourly rates, and expenses.
- (3) Hourly rates shall be inclusive of all overhead and profit. Expenses, including subcontracts, may be marked up by 4 percent.
- (4) Form F will be provided via Cosmos to all Submitters for their convenience.
- (5) Submitters who are invited to interview shall bring their Preconstruction Services Scope of Work markup and Preconstruction Services Price Proposal with them to the interview in a separate sealed envelope.
- (6) Submitter is responsible for adding firm columns, additional staffing columns, validating all formulas and totals, and otherwise providing a full accounting for its Phase 1 costs.
- (7) This form (Preconstruction Services Price Proposal) will be incorporated into the Preconstruction Services Contract.
- (8) The Submitter is responsible for updating all formulas and/or calculations. DWR assumes no responsibility for formula or calculation errors or omissions.

**Request for Qualifications  
Form F-1:- Preconstruction Services Price Proposal and Instructions**

Task Number	Task Name	Key Firm 1					
		Hours		Hours total	Labor Total	Expenses (List in Assumption 2)	Company Total
		Name	Name				
		\$ -	\$ -				
1	Preconstruction Management Services and Administration	0	0	0	\$ -	\$ -	\$ -
2	Construction Management Plans	0	0	0	0	\$ -	\$ -
2	Partnering	0	0	0	0	\$ -	\$ -
2	Investigation of Existing North Parcel Levee and Interior	0	0	0	0	\$ -	\$ -
3	Constructability Reviews and Permit Reviews	0	0	0	0	\$ -	\$ -
4	Cost Estimates	0	0	0	0	\$ -	\$ -
5	Scheduling and Project Sequencing and Phasing Plan	0	0	0	0	\$ -	\$ -
6	Guaranteed Maximum Price (GMP) Proposals	0	0	0	0	\$ -	\$ -
7	Additional Services as Requested						
<b>Subtotal</b>		<b>0</b>	<b>0</b>	<b>0</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ -</b>

**Assumptions**

- 1
- 2
- 3

**Instructions to Submitters:**

- (1) Form F is provided as a template for Submitters' reference to show the level of detail required in Preconstruction Services Price Proposals.
- (2) Preconstruction Services Price Proposals must show hours per task, per individual, proposed all inclusive hourly rates, and expenses.
- (3) Hourly rates shall be inclusive of all overhead and profit. Expenses, including subcontracts, may be marked up by 4 percent.
- (4) Form F will be provided via Cosmos to all Submitters for their convenience.
- (5) Submitters who are invited to interview shall bring their Preconstruction Services Scope of Work markup and Preconstruction Services Price Proposal with them to the interview in a separate sealed envelope.
- (6) Submitter is responsible for adding firm columns, additional staffing columns, validating all formulas and totals, and otherwise providing a full accounting for its Phase 1 costs.
- (7) This form (Preconstruction Services Price Proposal) will be incorporated into the Preconstruction Services Contract.
- (8) The Submitter is responsible for updating all formulas and/or calculations. DWR assumes no responsibility for formula or calculation errors or omissions.

**Request for Qualifications  
Form F-1:- Preconstruction Services Price Proposal and Instructions**

Task Number	Task Name	Non-Key Subcontractor or Subconsultant					
		Hours		Hours total	Labor Total	Expenses (List in Assumption 3)	Company Total
		Name	Name				
		\$ -	\$ -				
1	Preconstruction Management Services and Administration	0	0	0	\$ -	\$ -	\$ -
2	Construction Management Plans	0	0	0	\$ -	\$ -	\$ -
2	Partnering	0	0	0	\$ -	\$ -	\$ -
2	Investigation of Existing North Parcel Levee and Interior	0	0	0	\$ -	\$ -	\$ -
3	Constructability Reviews and Permit Reviews	0	0	0	\$ -	\$ -	\$ -
4	Cost Estimates	0	0	0	\$ -	\$ -	\$ -
5	Scheduling and Project Sequencing and Phasing Plan	0	0	0	\$ -	\$ -	\$ -
6	Guaranteed Maximum Price (GMP) Proposals	0	0	0	\$ -	\$ -	\$ -
7	Additional Services as Requested						
<b>Subtotal</b>		<b>0</b>	<b>0</b>	<b>0</b>	<b>\$ -</b>	<b>\$ -</b>	<b>0</b>

**Assumptions**

- 1
- 2
- 3

**Instructions to Submitters:**

- (1) Form F is provided as a template for Submitters' reference to show the level of detail required in Preconstruction Services Price Proposals.
- (2) Preconstruction Services Price Proposals must show hours per task, per individual, proposed all inclusive hourly rates, and expenses.
- (3) Hourly rates shall be inclusive of all overhead and profit. Expenses, including subcontracts, may be marked up by 4 percent.
- (4) Form F will be provided via Cosmos to all Submitters for their convenience.
- (5) Submitters who are invited to interview shall bring their Preconstruction Services Scope of Work markup and Preconstruction Services Price Proposal with them to the interview in a separate sealed envelope.
- (6) Submitter is responsible for adding firm columns, additional staffing columns, validating all formulas and totals, and otherwise providing a full accounting for its Phase 1 costs.
- (7) This form (Preconstruction Services Price Proposal) will be incorporated into the Preconstruction Services Contract.
- (8) The Submitter is responsible for updating all formulas and/or calculations. DWR assumes no responsibility for formula or calculation errors or omissions.

**Request for Qualifications  
Form F-1:- Preconstruction Services Price Proposal and Instructions**

Task Number	Task Name	Grand Total				Grand Total
		Total Hours (all firms)	Construction Manager Labor	Construction Manager Expenses (includes 4% markup)	Subcontractors/ Subconsultants (includes 4% markup)	
1	Preconstruction Management Services and Administration	0	\$ -	\$ -	\$ -	\$ -
2	Construction Management Plans	0	\$ -	\$ -	\$ -	\$ -
2	Partnering	0	\$ -	\$ -	\$ -	\$ -
2	Investigation of Existing North Parcel Levee and Interior	0	\$ -	\$ -	\$ -	\$ -
3	Constructability Reviews and Permit Reviews	0	\$ -	\$ -	\$ -	\$ -
4	Cost Estimates	0	\$ -	\$ -	\$ -	\$ -
5	Scheduling and Project Sequencing and Phasing Plan	0	\$ -	\$ -	\$ -	\$ -
6	Guaranteed Maximum Price (GMP) Proposals	0	\$ -	\$ -	\$ -	\$ -
7	Additional Services as Requested					\$ 100,000
<b>Subtotal</b>		<b>0</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ 100,000.00</b>

**Assumptions**

- 1
- 2
- 3

**Instructions to Submitters:**

- (1) Form F is provided as a template for Submitters' reference to show the level of detail required in Preconstruction Services Price Proposals.
- (2) Preconstruction Services Price Proposals must show hours per task, per individual, proposed all inclusive hourly rates, and expenses.
- (3) Hourly rates shall be inclusive of all overhead and profit. Expenses, including subcontracts, may be marked up by 4 percent.
- (4) Form F will be provided via Cosmos to all Submitters for their convenience.
- (5) Submitters who are invited to interview shall bring their Preconstruction Services Scope of Work markup and Preconstruction Services Price Proposal with them to the interview in a separate sealed envelope.
- (6) Submitter is responsible for adding firm columns, additional staffing columns, validating all formulas and totals, and otherwise providing a full accounting for its Phase 1 costs.
- (7) This form (Preconstruction Services Price Proposal) will be incorporated into the Preconstruction Services Contract.
- (8) The Submitter is responsible for updating all formulas and/or calculations. DWR assumes no responsibility for formula or calculation errors or omissions.



**Request for Qualifications  
 Form F-2: Rate Sheets**

[Submitter or Submitter Team Member Name] <sup>(1)</sup>							
Name <sup>(2)</sup>	Functional Title <sup>(2)</sup>	Billing Rate Classification (2, 3)	All-Inclusive Hourly Billing Rates <sup>(5)</sup>				
			Year 1 <sup>(4)</sup>	Year 2	Year 3	Year 4	Year 5 (6)
[add rows as necessary]							

**Instructions to Submitters:**

(1) Provide Form FB for each member of the Submitter's team (e.g., Submitter and any named Key Firms, Subcontractors or Subconsultants).

(2) At a minimum, provide the Name, Functional Title (e.g., Key Personnel role), and Billing Rate Classification for all Key Personnel as identified in RFQ Section 6.7.1. Submitters should also provide the Name, Functional Title (e.g., Project Assistant), and Billing Rate Classification for any non-Key Personnel that are anticipated to work on the Project during the Preconstruction Phase.

(3) Provide a list of all Billing Rate Classifications to be used during the Preconstruction Period, including Billing Rate Classifications for non-Key Personnel staff.

(4) Assume that each year begins on January 1 and ends December 31. Assume that Year 1 starts on January 1, 2023.

(5) All-Inclusive Hourly rates shall be inclusive of all overhead and profit.

(6) In the event continued services are to be performed beyond the 5 year period, the All-Inclusive Hourly Billing Rates for Work beyond year 5 will be negotiated.



**APPENDIX B: DISCLOSURE OF POTENTIAL CONFLICTS OF INTEREST**

**Appendix B – Table of Contents**

- 1. DWR Organizational Conflict of Interest Policy**
- 2. Disclosure of Potential Organizational Conflict of Interest Statement**
- 3. Conflict of Interest Checklist Instructions**
- 4. Conflict of Interest Checklist**

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**APPENDIX B: DWR ORGANIZATIONAL CONFLICT OF INTEREST POLICY  
FOR CMGC PROCUREMENT**

In accordance with Public Contract Code §10188(b), the purpose of this policy is to establish the Department of Water Resources' (Department) guidelines for a standard organizational conflict of interest policy applicable to Construction Manager/General Contractor (CMGC) projects procured pursuant to Public Contract Code §10112, et seq.

**(A) Restrictions Affecting Submitters and Consultants Joining CMGC Teams**

General:

Contractors and consultants that have organizational conflicts of interest are not eligible to participate as Submitters on a CMGC project or to join or participate on a CMGC team. Consultant firms representing the Department must be free of conflicting economic or financial interests. Such competing interests could hinder objective decision making, and potentially make it difficult for consultant firms to impartially discharge their contractual obligations. An economic or financial conflict of interest can create the appearance of impropriety, even where none exists, that can undermine confidence in the Department's contracting program. A contractor's or consultant's conflict of interest may also result in termination of the underlying contract.

Organizational conflicts of interest arise out of a consultant's or contractor's existing or past activities, business or financial interests, familial, personal or professional relationships, contractual relationships, and/or organizational structure (e.g., parent entities, subsidiaries, affiliates) that result in (a) a financial or economic benefit to the contractor or consultant or an affiliate based on an existing or past involvement in the Department's decision making with regard to an existing or future project or contract, (b) impairment or potential impairment of a consultant's or contractor's ability to render impartial assistance or advice to the Department or of its objectivity in performing work for the Department because of a competing interest, (c) an unfair competitive advantage for any Submitter with respect to a Department procurement; or (d) the perception, appearance or actual impropriety with respect to any of the Department's procurements or contracts or the perception, appearance or actual unfair competitive advantage with respect to a procurement by the Department (regardless of whether any such perception is accurate).

The lead or prime contractor and lead or prime consultant with a CMGC team are restricted from submitting as lead or prime on more than one proposal for a given project. The lead or prime consultant may serve in a non-lead role as a subconsultant/subcontractor on one or more CMGC teams, but must inform all affected teams of their additional participation. The lead member (i.e., consultant or contractor) with the CMGC team cannot change teams after award without the written approval of the Division of Engineering Manager.

Definitions:

The term **"Submitter-affiliate"** shall mean (1) a predecessor or successor of a consultant firm or contractor under the same, or substantially the same, control or (2) a group of business entities that are

connected or associated so that one firm controls or has the power to control each of the other business entities. The term **“Submitter-affiliate”** includes the officers, directors, executives, shareholders active in management, employees, and their agents. The ownership by one business entity of a controlling interest in another business entity or a pooling of equipment or income among business entities shall be prima facie evidence that one business entity is Submitter-affiliate of another.

The term **“stakeholders”** shall mean a person or entity with an interest or concern in the project.

An organizational conflict of interest exists in the following instances.

- A Submitter or a Submitter-affiliate is the Department’s general engineering or architectural consultant to the CMGC project. An exception is when a sub-consultant to the general engineering consultant that has not yet performed work on the Contract to provide services for the CMGC Project. The Submitter or Submitter-affiliate may participate as a Submitter or join a CMGC team if it had provided no work and terminates the agreement to provide work for the Department’s general engineering consultant on the CMGC project. A consultant who solely performed specific services, such as environmental analysis or drilling, is eligible to compete for work on the CMGC Project if the services were completed prior to issuance of the Request for Qualifications (RFQ).
- A Submitter or Submitter-affiliate has assisted or is assisting the Department in the management of the CMGC project, including, but not limited to, the development of the scope of work, RFQ, Request for Proposals, evaluation criteria, or any other aspect of the procurement.
- A Submitter or Submitter-affiliate has conducted preliminary design services for the CMGC Project such as conceptual layouts, preliminary design, or preparation of bridging documents.
- A Submitter or Submitter-affiliate that performed a value engineering study, cost or risk analysis or constructability review on the CMGC Project.
- A Submitter or Submitter-affiliate performed design work related to the CMGC Project for other stakeholders in the CMGC Project.
- A Submitter or Submitter-affiliate performed design work on a previous contract that specifically excludes it from participating as a Submitter or joining a CMGC team for the CMGC Project.
- Submitter or Submitter-affiliate is under contract with any other entity or stakeholder to perform oversight of the CMGC Project.
- A Submitter or Submitter-affiliate has obtained information of the CMGC Project that otherwise has not been available to the public.
- Any circumstances that would violate California Government Code §1090, et seq.

**(B) Submitters’ Obligations**

Submitters must make a complete and full written disclosure of any potential organizational conflicts of interest (Attached Form) to the Division of Engineering Manager and shall have a continuing obligation to do so until they are no longer Submitters.

If a Submitter determines that a conflict of interest or potential conflict of interest exists, it must disclose the conflict or potential conflict of interest to the Department as soon as the conflict is recognized. Such disclosure will not necessarily disqualify a Submitter from being awarded a contract, however. The Submitter shall propose measures to avoid, neutralize, or mitigate all potential or actual conflicts. The Department, at its sole discretion, shall determine whether the proposed measures are sufficient to overcome the conflict or potential conflict and whether the Submitter may continue with the procurement process.

A Submitter is prohibited from receiving any advice or discussing any aspect relating to the Project or the procurement of the Project with any person or entity with an organizational conflict of interest including any parent, affiliate, or subsidiary of any of the foregoing entities, or an entity that is under common ownership, control, or management with any of the foregoing entities. Persons and entities with an organizational conflict of interest are prohibited from participating on a Submitter team as a Key Personnel, Key Participant, Subcontractor or Subconsultant.

**(C) Obligations After Contract Award**

The successful Submitter to whom a contract is awarded (“CMGC Entity”) has an ongoing obligation to monitor and disclose its conflicts or potential conflicts of interest to the Department. The Department has a right to ongoing enforcement of this Policy. If an organizational conflict of interest is discovered after Contract award, the CMGC Entity must make an immediate and full written disclosure to the Department that includes a description of the action that the CMGC Entity has taken or proposes to take to avoid or mitigate such conflicts. If an organizational conflict of interest is determined to exist and the CMGC Entity was aware of an organizational conflict of interest prior to award of the Contract and did not disclose the conflict, the Department may terminate the Contract. If a new conflict of interest arises after contract award, and CMGC Entity’s proposed measures to avoid or mitigate the conflict are determined by the Department to be inadequate to protect the Department, the Department may terminate the contract. If the contract is terminated, the Department assumes no obligations, responsibilities, and liabilities to reimburse all or part of the costs incurred or alleged to have been incurred by CMGC Entity and is entitled to pursue any available legal remedies.

**(D) Ongoing Obligation To Comply With Conflict Of Interest Law**

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

**(E) Incorporation By Reference**

This Policy shall be incorporated by reference into all CMGC contracts executed by the Department.

**2. DISCLOSURE OF POTENTIAL ORGANIZATIONAL CONFLICT OF INTEREST STATEMENT (DISCLOSURE STATEMENT)**

Having had the opportunity to review the Department of Water Resources' *Organizational Conflict of Interest Policy for CMGC Procurement*, the Submitter hereby indicates that it has, to the best of its knowledge and belief:

- Determined that no potential organization conflict of interest exists.
- Determined a potential organizational conflict of interest exists as follows (*describe 1) nature of the potential conflicts and 2) measures proposed to mitigate the potential conflict(s) – attach additional sheets, as needed*):

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Submitter's Firm \_\_\_\_\_  
Authorized Representative: \_\_\_\_\_  
Name: \_\_\_\_\_  
Email: \_\_\_\_\_  
Telephone Number: \_\_\_\_\_

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

Submitters shall have an ongoing responsibility to keep informed of, and to comply with, all applicable laws, including those related to conflict of interest and potential conflict of interest matters. Submitters are cautioned that any Department action or decision pertinent to such matters does not constitute an opinion, guidance, or advice to Submitters. Submitters are encouraged to discuss such matters with their



legal counsel, being especially aware that conflict of interest laws are complex and that violations thereof by Submitters can have severe legal consequences to them, including possibility of criminal prosecution.

### 3. CONFLICT OF INTEREST CHECKLIST INSTRUCTIONS

**Purpose of the checklist.** A conflict-of-interest checklist will be provided to and is to be used by all Submitters to assist in screening for potential organizational conflicts of interest. **The checklist is for the internal use of the Submitters and does not need to be submitted to the Department of Water Resources (Department).**

**Definition of “Submitter.”** As used herein, the word “Submitter” includes both the prime contractor/Consultant and all proposed Subcontractors/Subconsultants included in the Statement of Qualifications.

**Checklist is not Exclusive.** Please note that this checklist serves as a guide only, and that there may be additional potential conflict situations not covered by this checklist. If a Submitter determines a potential conflict of interest exists that is not covered by this checklist, that potential conflict must still be disclosed.

**Use of the Disclosure Certification.** After review of the checklist, the Submitters must complete the Disclosure of Potential Conflict of Interest Certification and submit it along with the Submitter’s proposal. If the Submitter determines a potential conflict of interest exists, it must disclose the potential conflict of interest to the Department; however, such a disclosure will not necessarily disqualify a Submitter from being awarded a contract. To avoid any unfair taint of the selection process, the disclosure certification will be provided separate from the bound proposal, and it will not be provided to the selection committee members. The Department’s contract management personnel will review the disclosure and the appropriateness of the proposed mitigation measures to determine if the Submitter may be awarded the contract notwithstanding the potential conflict. The Department’s contract management personnel may consult with its Legal Division. Resolution of the conflict of interest issues is ultimately at the sole discretion of the Department.

**Material Representation.** The Submitter is required to submit the attached disclosure certification either declaring, to the best of its knowledge and belief, that no potential conflict exists, or identifying potential conflicts and proposing remedial measures to mitigate such conflicts. The Submitter is also responsible to update conflict information if such information changes after the submission of the proposal. Information provided on this certification will constitute a material representation as to the award of this contract. The Department reserves the right to cancel or amend the resulting contract if the successful Submitter failed to disclose a potential conflict, which it knew or should have known about, or if the Submitter provided information on the disclosure certification that is false or misleading.

**Approach to Reviewing Potential Conflicts.** The Department recognizes that the Submitters must maintain business relations with other public and private sector entities in order to continue as viable businesses. The Department will take this reality into account as it evaluates the appropriateness of proposed measures to mitigate potential conflicts. It is not the intent of a Department to disqualify Submitters based merely on the existence of a business relationship with another entity, but rather only when such relationship causes a conflict that potentially impairs the Submitter’s ability to provide

objective advice to the Department. The Department would seek to disqualify Submitters only in those cases where a potential conflict cannot be adequately mitigated.

**Additional Guidance for Professionals Licensed by the California Board for Professional Engineers and Land Surveyors.** The California Board for Professional Engineers and Land Surveyors provide additional guidance and has established conflict of interest rules applicable to those professionals licensed by the Board (see Board Rules 475 and 476). These rules require full disclosure when a licensee has any business association or financial interest that may influence his or her judgment in connection with the performance of professional services and when a licensee provides professional services for two or more clients on a project or related project.

#### **4. CONFLICT OF INTEREST CHECKLIST**

**An organizational conflict of interest may exist in any of the following cases:**

1. The Submitter, or its principals, own real property in a location where there may be a positive or adverse impact on the value of such property based on the recommendations, designs or other deliverable required by this contract.
2. The Submitter is providing services to another governmental or private entity and the Submitter knows or has reason to believe, that the entity's interest are, or may be, adverse to the state's interest with respect to the specific project covered by this contract. **Comment:** the mere existence of a business relationship with another entity would not ordinarily need to be disclosed. Rather, this focuses on the nature of services commissioned by the other entity. For example, it would not be appropriate to propose on a Department project if a local government has also retained the Submitter for the purposes of persuading the Department to stop or alter the project plans.
3. The Submitter is providing design services to a private entity, including but not limited to developers, whom the Submitter knows or has good reason to believe, own or are planning to purchase property affected by the project covered by this contract, when the value or potential uses of such property may be affected by the Submitter's performance of work pursuant to this contract. "Property affected by the project" includes property that is in, adjacent to, or in reasonable proximity to the current or potential right-of-way for a project. The value or potential uses of the private entity's property may be affected by the Submitter's work pursuant to the contract when such work involves providing recommendations for right-of-way acquisition and access control. **Comment:** this provision does not presume Submitters know nor have a duty to inquire as to all of the business objectives of their clients. Rather, it seeks the disclosure of information regarding cases where the Submitter has a reason to believe that its performance of work under this contract may materially affect the value or viability of a project it is performing for the other entity.
4. The Submitter has a business arrangement with a Department employee or immediate family member of such employee, including promised future employment of such person, or a subcontracting arrangement with such person, when such arrangement is contingent on the

Submitter being awarded this contract. This item does not apply to pre-existing employment of current or former Department employees, or their immediate family members. **Comment:** this provision is not intended to supersede any statutes or policies applicable to its own employees accepting outside employment. This provision is intended to focus on identifying situations where promises of employment have been made contingent on the outcome of this particular procurement. It is intended to avoid a situation where a Submitter may have unfair access to “inside” information.

5. The Submitter has, in previous work, provided design services and such professional services that potentially provides the Submitter with an unfair advantage in preparing a proposal for this project. **Comment:** this provision will not, for example, necessarily disqualify a Submitter who provided surveying or material testing services for this project, however such work must be disclosed and all work products must be provided.
6. The Submitter has, in previous work for the Department, been given access to “data” relevant to this procurement or this Project that is classified as “private” or “nonpublic” under the California Public Records Act (see GC 6250-6270), and such data potentially provides the Submitter with an unfair advantage in preparing a proposal for this project. **Comment:** this provision is intended to avoid a situation where a Submitter has been provided information that cannot be provided to other Submitters.
7. The Submitter has, in previous work for the Department, managed or assisted in the management of the Department’s CMGC Program, performing such work as: helping to create the ground rules for this solicitation, writing this solicitation, or preparing evaluation criteria or evaluation guides for this solicitation.
8. The Submitter, or any of its principals, because of any current or planned business arrangement, investment interest, or ownership interest in any other business, may be unable to provide objective advice to the Department.

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**APPENDIX C: PREQUALIFICATION QUESTIONNAIRE**

**INSTRUCTIONS FOR COMPLETING THE PREQUALIFICATION QUESTIONNAIRE**

Name of Submitter: \_\_\_\_\_  
Date Submitted: \_\_\_\_\_  
Preparer's Name: \_\_\_\_\_  
Contract No.: \_\_\_\_\_

1. The Submitter and each Key Participant to the RFQ for this Project shall each complete the questionnaire.
2. The Questionnaire shall be completed by a person in the firm who is knowledgeable of and duly authorized to attest to the past and present operations of the firm and its policies. A corporate officer of the firm, owner, or partner, as appropriate, shall sign the Prequalification Certification.
3. All questions shall be answered completely and any "Yes" answers shall be fully explained. Disclaimers, general statements with global qualifications, or notations of Not Applicable are not acceptable. If "Yes" to any question in this Questionnaire, Submitter shall provide details including a brief summary of causes of action; indicate if Submitter, Key Person, or Affiliate firms were plaintiffs or defendants; define charges explicitly, by what authority, court, or jurisdiction, etc. Please note that a "Yes" answer to any question does not automatically result in denial of prequalification for a particular procurement. In the case of tax liens, please indicate whether the liens were resolved with the tax authorities. Please submit proof of payment or agreements to pay the liens. Complete details are required.
4. See RFQ Section 6.3.1 for the Questionnaire submittal requirements.
5. The Department reserves the right to ask for additional documentation if it is reasonably required to make a determination of integrity and responsibility relevant to the goods or services the Submitter will provide to the Department if awarded a Preconstruction Services Contract.

**SECTION I: IDENTIFICATION**

**Identification of Submitter**

Name of Submitter:	
Address:	
(Mailing Address, if different from above)	
Tax ID or SSN (If doing business under a DBA or other name, include legal name of the company and Tax ID No., if different)	
Primary Company Telephone Number:	
Fax Number:	
Submitter's Contact Person (see RFQ): <div style="text-align: right; margin-right: 20px;">           Print or Type Name: _____            Position: _____            E-mail: _____            Telephone Number: _____         </div>	
<p>Has the Submitter changed its address or has the firm or its owner operated under any other names, including other DBAs in the past five (5) years? If yes, explain fully on a separate sheet of paper.</p> <p style="text-align: center;"> <input type="checkbox"/> No           <span style="margin-left: 200px;"><input type="checkbox"/> Yes</span> </p>	
Type of business organization:	
Year organization established:	
Number of current employees:	
Sole Proprietor Corporation Date and State of Incorporation:	
Limited Partnership (LP), Limited Liability Partnership (LLP), General Partnership (GP) Date and State of Partnership filing:	
Other (describe):	
List general type of business in which Submitter is engaged (may include more than one):	

**SECTION II - OWNERSHIP/MANAGEMENT, PROJECT TEAM MEMBERS, AND RELATED ENTITIES**

**Owners/Key Persons**

List owners and key persons of Submitter. For large publicly traded companies, list only key persons. If the Owner is a partnership, limited partnership, joint venture, or other association, list all of the partners, general partners, or association members known at the time of submission of the SOQ who will participate in the Contract.

Full Legal Name	Title	Ownership Percentage %

[Use additional sheets if necessary]

**Related Entities (Affiliates/Subsidiaries/Joint Ventures)**

List affiliates, subsidiaries, holding companies, joint ventures, etc., of Submitter. If no affiliates, state NONE. Not Applicable is not an acceptable answer. Provide organizational, geographical, or functional chart, if it would assist in clarifying the lines of authority.

Affiliate Name & Address	Tel. #	% Owned	Top Executive's Name	Type of Relation <sup>1</sup>

1. Type of Relationship: 1. Joint Venture (JV), 2. Parent Co (PC), 3. Holding Co (HC), 4. Subsidiary (S), 5. Other (O), please explain.

**At any time during the past five (5) years have any Owners or Key Persons of Submitter (if yes, explain fully):**

Served as Key Person, Officer, or Director, in any other firm not affiliated with Submitter? If so, please explain in a separate sheet.

No

Yes

Had any ownership interest in any other firm other than shares of publicly owned companies? If so, please explain in a separate sheet.

No

Yes

**SECTION III - CONTRACTING HISTORY**

List the Submitter’s three (3) largest government contracts or subcontracts. If none, list the three (3) largest contracts with non-governmental entities.

	Contract #1	Contract #2	Contract #3
Agency/Owner			
Contract No.			
Name/Location			
Describe project			
Were you a Prime or Subcontractor?			
Start Date/Complete Date			
Contract Amount			
Agency/Owner Contact to Verify (Name/Telephone No.)			

**Any “Yes” answers to questions in Sections III, IV, V, VI or VII below shall be fully explained on a separate sheet of paper and attached to this application.**

Is the Submitter currently certified as a disadvantaged business entity?

- No  Yes

Is the Submitter currently certified as a CA Small Business?

- No  Yes

Is the Submitter or any of its affiliates, key persons, or any other known Subcontractors that Submitter intends to use on the Project ineligible to bid or work on, or be awarded, a public works project pursuant to Labor Code §§ 1777.1 or 1777.7?

- No  Yes



During the past five (5) years, has Submitter or any of its Key Persons had any certificates or certifications revoked or suspended, including disadvantaged business certifications?

No  Yes

In the past five (5) years has the Submitter or any Affiliate been suspended, debarred, disqualified, or otherwise declared ineligible to bid?

No  Yes

In the past five (5) years has the Submitter or any Affiliate failed to complete a contract?

No  Yes

In the past five (5) years has the Submitter or any Affiliate been denied a low-bid contract in spite of being the responsive low bidder?

No  Yes

In the past five (5) years has the Submitter or any Affiliate had a contract terminated for any reason, including default?

No  Yes

In the past five (5) years has the Submitter or any Affiliate had liquidated damages assessed against it during or after completion of a contract?

No  Yes

#### **SECTION IV: CIVIL ACTION**

##### Violations of Civil Law

In the past five (5) years has Submitter, any of its Key Persons, or any Affiliate been the subject of an investigation of any alleged violation of a civil antitrust law, or other federal, state, or local civil law?

No  Yes

##### Lawsuits with Public Agencies

At the present time is, or during the past five (5) years has the Submitter, any of its Key Persons, or any Affiliate been a plaintiff or defendant in any lawsuit regarding services provided to a public agency?

No  Yes

Bankruptcy

During the past five (5) years, has the Submitter or any Affiliate filed for bankruptcy or reorganization under the bankruptcy laws?

No

Yes

Judgments, Liens, and Claims

During the past five (5) years, has the Submitter been the subject of a judgment, lien or claim of \$25,000 or more by a subcontractor or supplier?

No

Yes

Tax Liens

During the past five (5) years, has the Submitter been the subject of a tax lien by federal, state or any other tax authority?

No

Yes

**SECTION V: COMPLIANCE WITH LAWS AND OTHER REGULATIONS**

Criminal

In the past five (5) years has the Submitter, any of its principals, officers, or affiliates been convicted or currently charged with any of the following:

Fraud in connection with obtaining, attempting to obtain, or performing a public contract, agreement, or transaction?

No

Yes

Federal or state antitrust statutes, including price fixing collusion and bid rigging?

No

Yes

Embezzlement, theft, forgery, bribery, making false statements, submitting false information, receiving stolen property, or making false claims to any public agency?

No

Yes

Misrepresenting minority or disadvantaged business entity status with regard to itself or one of its subconsultants and/or subcontractors?

No

Yes

Non-compliance with the prevailing wage requirements of California or similar laws of any other state?

No

Yes

Violation of any law, regulation or agreement relating to a conflict of interest with respect to a government funded procurement?

No

Yes

Falsification, concealment, withholding or destruction of records relating to a public agreement or transaction?

No

Yes

Violation of a statutory or regulatory provision or requirement applicable to a public or private agreement or transaction?

No

Yes

Do any Key Persons employed with the Submitter have any felony charges pending against them that were filed either before, during, or after their employment with the Submitter?

No

Yes

Regulatory Compliance

In the past five (5) years, has Submitter, any of its key persons, or affiliates:

Been cited for a violation of any labor law or regulation, including, but not limited to, child labor violations, failure to pay wages, failure to pay into a trust account, failure to remit or pay withheld taxes to tax authorities or unemployment insurance tax delinquencies?

No

Yes

Been cited for a violation of federal, state, or local environmental laws or regulations?

No

Yes

Been cited for an OSHA or Cal/OSHA "serious violation"?

No

Yes

Failed to comply with California corporate registration, federal, State, or local licensing requirements?

No

Yes

Had its corporate status, business entity's license or any professional certification, suspended, revoked, or had otherwise been prohibited from doing business in the State of California, in the last three (3) years?

No

Yes

## **SECTION VI: ETHICS, POLITICAL, CHARITABLE, AND OTHER CONTRIBUTIONS**

### Political, Charitable, and Other Contributions

Has the Submitter, any of its key persons, or affiliates ever, regardless of amount:

(IF YES TO ANY OF THE BELOW, SUBMIT LIST OF CONTRIBUTIONS AND FULL DETAILS)

Given (directly or indirectly), or offered to give on behalf of another or through another person, money, contributions (including political contributions), or other benefits, to any current State Official?

No

Yes

Given or offered to give on behalf of another, money, contributions, or other benefits, directly or indirectly, to any current or former State employee?

No

Yes

Been directed by any State employee, State official, or contractor to offer or give money, contributions, or other benefits, directly or indirectly, to any current or former State employee or official?

No

Yes

Directed any person, including employees or subconsultants or subcontractors, to give money, contributions, or other benefits, directly or indirectly, to any current or former State employee or official, or to someone else in order to benefit a State employee or official?

No

Yes

Been solicited by any State employee or official to make a contribution to any charitable nonprofit organization?

No

Yes

Ethics, Violations, Disbarment, Bankruptcy, and Contract Disputes

Has the Submitter, any of its key persons, subsidiaries or affiliates ever been an “expatriate corporation” as that term is defined in Public Contract Code (PCC) §10286.1(b)?

No

Yes

IF YES, provide the date such “expatriate corporation” was established: \_\_\_\_\_

If YES, does the entity meet the requirements of PCC §10286.1(b)(2)(A) or (B)?  No  Yes

The entity meets the requirements of PCC §10286.1(b)(2)(A); **OR**  No  Yes

Yes, the entity meets the requirements of PCC §10286.1(b)(2)(B).  Yes

Has the Submitter, any of its key persons, affiliates, officers, or any employee who has a proprietary interest in the Submitter ever been disqualified, removed, or otherwise prevented from bidding on, or completing a federal, state, or local government project because of a violation of law or a safety regulation?

No

Yes

Has there been a settlement against any member of the Submitter for any serious or willful violation of Part 1 (commencing with Section 6300) of Division 5 of the Labor Code or the federal Occupational Safety and Health Act of 1970 (Public Law 91-596)?

No

Yes

Has any member of the Submitter been debarred, disqualified, or removed from a federal, state, or local government public works project?

No

Yes

Has there been any instance where the Submitter, or its owners, officers, or managing employees submitted a bid on a public works project and were found to be nonresponsive or were found by an awarding body not to be a responsible bidder?

No

Yes

Has there been any instance where the Submitter, or its owners, officers, or managing employees defaulted on a construction contract?

No

Yes

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

No

Yes

Has there been any bankruptcy or receivership of any member of the Submitter, including information concerning any work completed by a surety?

No

Yes

Provide a list of contract disputes greater than \$50,000 on public works projects over the last 5 years that have been resolved or are in the process of being resolved through alternative dispute resolution (e.g., dispute review board), mediation, arbitration, or litigation. Please include project owner, short project description, bid price, disputed amount, results of any resolved disputes and status of unresolved disputes.

No

Yes

Has any work been completed by a surety during the last five (5) years?

No

Yes

**SECTION VIII: ADDITIONAL DOCUMENTATION REQUIRED**

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

- A. Submitter's Current Local Business Licenses, if required by city, county, or state.
- B. Submitter's Financial Statements (see specific requirements below):
  - i. PUBLICLY AND NON-PUBLICLY TRADED COMPANIES WITH AUDITED OR REVIEWED FINANCIAL STATEMENTS: Statements, including balance sheet, statement of earnings and retained income, with footnotes, for the most recent three (3) years.
  - ii. NON-PUBLICLY TRADED COMPANIES WITHOUT AUDITED OR REVIEWED FINANCIAL STATEMENTS: Company generated financial statements, including balance sheet, statement of earnings and retained income for the most recent three (3) years. The Chief Financial Officer of the corporation, a partner, or owner, as appropriate, shall certify these financial statements.
  - iii. SOLE PROPRIETORSHIPS: If financial statements are not generated, please complete and sign the Financial Statement form, attached. Submit one form for each of the most recent three (3) years.

**PREQUALIFICATION CERTIFICATION**

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

The signer of this declaration recognizes that the information submitted in the questionnaire herein is for the express purpose to allow the Submitter to participate in this Project as the Construction Manager, Subcontractor, Subconsultant, vendor, supplier, or consultant. The signer has read and understands the requirements of the program and has read and understands the instructions for completing this form.

DECLARATION

State of California

County of:

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

\_\_\_\_\_

\_\_\_\_\_

Signature of Certifying Individual

Date Signed



**ACKNOWLEDGMENT**

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

State of California

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

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

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

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

WITNESS my hand and official seal.

Signature \_\_\_\_\_

(Seal)

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

**NOTICE TO SUBMITTERS**

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

NOTE: Submitter information submitted to the Department in connection with prequalification is not considered a public record under the California Public Records Act, as described in Chapter 3.5 (commencing with Section 6250) of Division 7 of Title 1 of the Government Code and shall not be open to public inspection. All such Submitter information is confidential business information and will be afforded protection to the fullest extent permitted by law.

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

To the State of California, Department of Water Resources:

The Submitter agrees, if this Statement of Qualifications (SOQ) is accepted, to contract with the State of California in the form of contract attached hereto, and to execute the Preconstruction Services Contract and furnish the required contract bonds and certificate of liability insurance in the manner and within the time specified. The Submitter further agrees that the only parties interested in this SOQ as principals are those named herein; that this SOQ is made without collusion with any other party; and that the Submitter is fully aware of the requirements and obligations pertaining to the following certifications and declarations.

The Submitter:

- A. Certifies, unless specifically exempted, compliance with Government Code Section 12990 and Section 8101 et seq., of Title 2, California Code of Regulations in matters relating to the development, implementation, and maintenance of a nondiscrimination program. The Submitter also agrees not to unlawfully discriminate against any employees or applicants for employment because of race, religion, color, national origin, ancestry, physical handicap, medical condition, marital status, sex, or age (over forty); and
- B. Pursuant to Public Contract Code Section 10162, declares under penalty of perjury that, to the best of its knowledge and belief, the Submitter, no officer of the Submitter and no employee of the Submitter who has a proprietary interest in the Submitter, has ever been disqualified, removed, or otherwise prevented from bidding on, submitting an SOQ, proposal, or completing a Federal, State, or local government project because of a violation of law, or safety regulation, except for those incidents which are explained in detail in documents furnished with this SOQ; and
- C. Declares, under penalty of perjury, that in accordance with Public Contract Code Section 10285.1, the Submitter has not been convicted within the preceding three years of any offenses referred to in that Section, including any charge of fraud, bribery, collusion, conspiracy, or any other act in violation of State or Federal antitrust law in connection with the bidding upon, submitting a proposal or SOQ, award of, or performance of, any public works contract, as defined in Public Contract Code Section 1101, including the Regents of the University of California or the Trustees of the California State University. The term "Submitter" is understood to include any partner, member, officer, director, responsible managing officer, or responsible managing employee thereof, as referred to in Section 10285.1; and

- D. Declares, under penalty of perjury, that in accordance with Public Contract Code Section 10232, no more than one final unappealable finding of contempt of court by a federal court has been issued against Contractor within the immediately preceding two-year period because of Submitter's failure to comply with an order of a federal court which orders Submitter to comply with an order of the National Labor Relations Board; and
- E. Certifies the accuracy of the representations made on the Submitter's Signature Page; and
- F. Certifies that, in submitting the SOQ, the SOQ not made in the interest of, or on behalf of, any undisclosed person, partnership, company, association, organization, or corporation; that the SOQ is genuine and not collusive or a sham; that the Submitter has not directly or indirectly induced or solicited any other Submitter to put in a false or sham SOQ, and has not directly or indirectly colluded, conspired, connived, or agreed with any Submitter or anyone else to put in a sham SOQ, or that anyone shall refrain from submitting an SOQ; that the Submitter has not in any manner, directly or indirectly, sought by agreement, communication, or conference with anyone to fix the price of the Submitter or any other Submitter, or to fix any overhead, profit, or cost element of the price, or of that of any other Submitter, or to secure any advantage against the public body awarding the contract of anyone interested in the proposed contract; that statements contained in the SOQ are true; and further, that the Submitter has not, directly or indirectly, furnished any price or any breakdown thereof, or the contents thereof, or divulged information or data relative thereto, or paid, and will not pay, any fee to any corporation, partnership, company association, organization, bid depository, or to any member or agent thereof to effectuate a collusive or sham SOQ; and
- G. Certifies that, if awarded a contract, Contractor will provide a drug-free workplace for its employees by:
  - 1. Publishing a statement notifying employees that unlawful manufacture, distribution, dispensation, possession, or use of a controlled substance is prohibited and specifying actions to be taken against employees for violations, as required by Government Code Section 8355(a).
  - 2. Establishing a Drug-Free Awareness Program as required by Government Code Section 8355(b), to inform employees of all of the following:
    - a. The dangers of drug abuse in the workplace.
    - b. The person's or organization's policy of maintaining a drug-free workplace,
    - c. Any available counseling, rehabilitation, and employee assistance programs, and
    - d. Penalties that may be imposed upon employees for drug abuse violations.
  - 3. Providing, as required by Government Code Section 8355(c), that every employee who works on the proposed contract:

- a. Will receive a copy of the company's drug-free policy statement, and
  - b. Will agree to abide by the terms of the company's statement as a condition of employment on the contract.
- H. Certifies, under penalty of perjury, that Submitter is a "California company" as defined in Public Contract Code Section 6107 unless indicated otherwise on Document 00443 – California Company Preference Form. ("Non-California companies" must fill out the referenced form to indicate their status.)
- I. Certifies the following:
1. The Submitter is currently registered as a contractor with the Department of Industrial Relations ("DIR").
  2. The Submitter, if awarded the contract for the work will remain a DIR registered contractor for the entire duration of the work.
  3. If any of the statements herein are false or omit material facts rendering a statement to be false or misleading, the Submitter's SOQ is subject to rejection for non-responsiveness.
- J. Certifies compliance with the following pursuant to Public Contract Code Section 2010:
1. CALIFORNIA CIVIL RIGHTS LAWS: For contracts over \$100,000 executed or renewed after January 1, 2017, the Submitter certifies compliance with the Unruh Civil Rights Act (Section 51 of the Civil Code) and the Fair Employment and Housing Act (Section 12960 of the Government Code); and
  2. EMPLOYER DISCRIMINATORY POLICIES: For contracts over \$100,000 executed or renewed after January 1, 2017, if the Submitter has an internal policy against a sovereign nation or peoples recognized by the United States government, the Submitter certifies that such policies are not used in violation of the Unruh Civil Rights Act (Section 51 of the Civil Code) or the Fair Employment and Housing Act (Section 12960 of the Government Code).
- K. Certifies under Public Contract Code Section 10186 (Fair Chance Employment Act):
1. Any person submitting a bid to the State on a contract involving onsite construction-related services shall certify that the person will not ask an applicant for onsite construction-related employment to disclose orally or in writing information concerning the conviction history of the applicant on or at the time of an initial employment application.
  2. This section shall not apply to a position for which the person or the State is otherwise required by state or federal law to conduct a conviction history background check or to

any contract position with a criminal justice agency, as that term is defined in Section 13101 of the Penal Code.

3. This section shall not apply to a person to the extent that he or she obtains workers from a hiring hall pursuant to a bona fide collective bargaining agreement.

By signing the below Declaration, the Submitter swears that it is duly authorized to legally bind the Submitter to the certifications and declarations in the Submitter's Agreement and is fully aware that the certifications and declarations are made under penalty of perjury under the laws of the State of California.

**DECLARATION**

State of California

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

I, (printed name) \_\_\_\_\_, being first duly sworn, state that I am the (title) \_\_\_\_\_ of Applicant. I certify that I have read and understood the Submitter's Agreement and that I am duly authorized to legally bind the Submitter to the above-described certifications and declarations and am fully aware that the certification and declarations made under penalty of perjury under the law as of the State of California.

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

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

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

**ACKNOWLEDGMENT**

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

State of California

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

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

(insert name and title of the officer)

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

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

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

WITNESS my hand and official seal.

Signature \_\_\_\_\_

(Seal)

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

Construction Manager/General Contractor (Construction Manager) Services for the  
Chipps Island Tidal Habitat Restoration Project

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

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### **Overview**

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

The assumptions contained in this Preliminary Preconstruction Services Scope of Work are included for the purpose of supporting the development of preliminary estimates of the cost of Preconstruction Services (Preconstruction Services Price Proposal), which are to be prepared by those Submitters invited to interviews with the Department. The Preliminary Preconstruction Services Scope and preliminary cost proposal are subject to negotiation.

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

This Appendix E sets forth the Preconstruction Services Scope of Work and describes the Work that will be completed under the Preconstruction Services Contract. Preconstruction services include the following tasks:

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

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

Future construction Work is anticipated to be completed in three phases, via three separate Construction Contract authorizations:

- Phase 2A. Initial Vegetation Management
- Phase 2B. Levee Repair and Interim Management
- Phase 2C. Restoration Construction and Vegetation Management

## Scope of Work

### Task 1: Preconstruction Management Services and Administration

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

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

#### 1. Initiation and Kickoff Activities

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

Anticipated topics for the kickoff workshop include:

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

#### **Assumptions:**

- It is expected that Construction Manager's Key Personnel will be available for in-person meetings with the Department in the Sacramento area during the design development process.
- The kickoff meeting workshop will be an in-person three-hour workshop in the greater Sacramento area.

#### 2. Site visits

Conduct visits to Chipps Island to become familiar with the site. Five (5) site visits with the Department's project team, as needed, to assist with planning and coordinating Project phasing.

#### **Assumptions:**

- Up to 4 individuals from the Construction Manager's team will attend each site visit.

- Each site visit will last approximately 4 hours, not including travel time to the Pittsburg Public Boat Ramp.
- Transportation from Pittsburg Public Boat Ramp to Chipps Island will be provided by the Department.

### **3. Periodic Project Meetings**

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

#### **Assumptions:**

- Project Management meetings with Department will occur monthly for the duration of Preconstruction Services, will be attended by the Construction Manager's Project Manager, and will last one hour.
- Project Status and Technical Meetings will occur throughout the duration of the Preconstruction Services Contract, will be attended by an average of 3 Key Personnel, and will total up to 6 meeting hours per month.
- Assume in person meetings.

### **4. Monthly Invoices and Progress Reporting**

Provide a template for submitting monthly invoices for approval by the Department in accordance with Section 3.6 of the Preconstruction Services Contract. Revise the template as needed to address Department comments. The Construction Manager shall submit to the Department complete and accurate invoices each month using the approved template. The Construction Manager shall submit a monthly progress report that is sufficiently detailed for the Department to determine: 1) if the Construction Manager is performing to expectations and is on schedule; 2) to communicate interim findings on the site and the nature of the construction Work that will be required; and 3) to identify any concerns and propose potential solutions.

### **5. Preconstruction Schedule Development**

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

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

- 6. Project Risk Allocation Matrix.** The Construction Manager shall develop a risk allocation matrix showing each risk, the dollar or schedule impact of each risk, the probability of occurrence, the expected value (e.g., the probability multiplied by the impact), and the allocation of each risk to the

Department, and/or the Construction Manager. The Construction Manager shall review the initial risk allocation matrix with the Department and make appropriate revisions reflecting Department input. The Construction Manager shall update the Risk Allocation Matrix monthly for review and discussion during one of the monthly periodic meetings with the department.

## 7. Development of Project Communication Protocols

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

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

## Task 2: Construction Management Plans

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

Requirements for some of the plans identified in this section are contained in the Sample CM/GC Construction Contract. Those plans will be developed during Phase 1 Preconstruction, rather than subsequent to entering into a Construction Contract(s).

### 1. Construction Management Plan

This plan will cover the methods, practices, procedures, and approach to construction, including but not limited to: the identification of construction equipment and methods appropriate to the site conditions at Chipps Island; dewatering, erosion, and sedimentation control; applicable Permit Registration Documents for compliance with the existing Regional General Permit 3; appropriate handling and use of herbicides; project scheduling constraints; and project phasing and sequencing.

### 2. Construction Site-Specific Safety Plans

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

1. Injury and Illness Prevention Program. Requirements can be found in the Construction Contract, Document 00701 Safety, Paragraph 6.A.
2. Written Safety Program and Code of Safe Practices; refer to the Construction Contract, Document 00701 Safety, Paragraph 6.B.
3. Pre-Work Safety Plan. refer to the Construction Contract, Document 00701 Safety, Paragraph 7.

4. Site Specific Emergency Response Plan. Refer to the Construction Contract, Document 00701 Safety, Paragraph 8.
5. Fire Prevention and Control Plan. Refer to the Construction Contract, Document 00701 Safety, Paragraph 9.A.
6. Heat Illness Prevention Plan. Refer to the Construction Contract, Document 00701 Safety, Paragraph 12.A.
7. Safety Data Sheets. Refer to the Construction Contract, Document 00701 Safety, Paragraph 13.D.
8. Job Hazard Analysis. Refer to Document 00721 Safety, Paragraph 10.
9. Trenching Excavation. Prior to conducting excavation, Contractor shall obtain all necessary excavation permits. A California Occupational Safety and health Administration permit is required for construction of trenches or excavations per Construction Contract General Conditions, Document 00721 Safety, Paragraph 13.C-2.

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

Develop a plan that ensures conformance with the Project design and specifications and that specifically identifies roles of the Construction Manager and the Department in quality control activities, including but not limited to inspections, soils testing, and materials testing.

**4. Environmental Management and Monitoring Plans**

1. Air Quality Control Plan; refer to the Construction Contract; Document 01570 Environmental Protection, Paragraph 1.04.A.1.
2. California Air Resources Board Equipment List; Document 01570 Environmental Protection, Paragraph 1.04.A.2.
3. Stormwater Pollution Prevention Plan (SWPPP) or Water Quality Control Program; Document 01570 Environmental Protection, Paragraph 1.04.A.3.
4. Certification Record of Qualified SWPPP Developer; Document 01570 Environmental Protection, Paragraph 1.04.A.4.
5. SMARTS Username Information of the Qualified SWPPP Developer or Qualified SWPPP Practitioner; Document 01570 Environmental Protection, Paragraph 1.04.A.5.
6. Construction Waste Management Plan; Document 01570 Environmental Protection, Paragraph 1.04.A.6.
7. Construction Waste Report; Document 01570 Environmental Protection, Paragraph 1.04.A.7.
8. Other plans as required to comply with permits, statutory requirements, and regulations applicable to Phases 2A, 2B, and 2C.

**5. Subcontracting Plan**

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

The Subcontracting Plan, at a minimum shall:

1. Identify Work that the Construction Manager proposes to self-perform, which must be no less than 30 percent of the work, measured against the estimated total dollar value of the

Construction Contract(s), and identify how the Construction Manager will ensure that the self-performed Work will provide the best value to the Department.

2. Identify Work that Construction Manager proposes to have Subcontractors, that are a part of its team, perform, and identify how the Construction Manager will ensure that this subcontracted Work will provide the best value to the Department.
3. Identify Work for which Construction Manager proposes to solicit competitive bids or competitive proposals.
4. Include procedures that the Construction Manager will use to ensure Subcontractors hold all required and appropriate licenses.
5. Include detailed procedures to be used for those Work packages that will be competitively bid. Under state statute, the competitive bid process may include consideration of cost, best value, cost-plus-time, and other factors. Such procedures shall include times for each step of the bid and proposal processes.

### Task 3: Partnering

**Description.** The Construction Manager shall participate in a partnering process in order to foster collaboration between the Department and the Construction Manager throughout design and construction. Participants in the partnering workshops shall be identified by the Department and the Construction Manager prior to conducting each workshop. The partnering process shall take place during the entire length of this Preconstruction Services Contract. A third-party facilitator shall be jointly selected by the Department and the Construction Manager and procured by the Construction Manager. Costs for the facilitator and Construction Managers participation in partnering are included in the Construction Manager's price for Preconstruction Services. The Construction Manager is responsible for participating in the following: 1) Kickoff Partnering Workshop; and 2) Quarterly Partnering Workshops. The facilitator will be responsible for development of workshop agendas and facilitating the workshops.

#### 1. Kickoff Partnering Workshop

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

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

#### **Assumptions:**

- Partnering Kickoff Meeting will be up to six (6) hours during one (1) Business Day and held in the greater Sacramento, CA area
- Costs for third-party facilitator are to be included in Preconstruction Services Price Proposal
- Up to 4 individuals from the Construction Manager's team will participate in the Partnering Kickoff Meeting

## 2. Quarterly Partnering Workshops

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

### **Assumptions:**

- Quarterly Workshops will each be up to three (3) hours during one (1) Business Day and held in the greater Sacramento, CA area
- Up to 4 individuals from the Construction Manager's team will participate in the Quarterly Partnering Workshops
- Up to 4 individuals shall complete Monthly Partnering Evaluation Surveys

## Task 4: Investigation of Existing North Parcel Levee and Interior

**Description.** After the Department determines the North Parcel levee has been cleared (a component of Construction Phase 2A), Construction Manager will conduct site investigations and assessments of the North Parcel levee, existing water control structures, and existing interior channels to inform the Department's design for Construction Phases 2B and 2C. After the Department determines the North Parcel is dewatered and interior areas are cleared (a component of Construction Phase 2B), the Construction Manager will conduct additional investigations of planned restoration feature footprints, including future interior channels to inform the Department's design for Construction Phase 2C.

The investigation Work will include:

- Prior to Phase 2B, investigate known water control structure locations to confirm presence, determine state of repair, and, as applicable, recommend removal/repair/or replacement. Along the North Parcel levee, identify levee repair needs and assess areas useable to move equipment between future onsite construction areas.

### **Deliverables:**

- Water control structure location map and description of structure size, condition, material, and other design pertinent specifications
- North parcel levee repair locations and descriptions of repair need, condition, and other design pertinent specifications

### **Assumptions:**

- Water Control Structure Count – 13: North Parcel (8), West Parcel (1), East Parcel (4)
- North Parcel Levee investigation – 3.3 miles of levee; 28 acres area (levee crown and levee slope)

## Task 5: Constructability Reviews and Permit Reviews

**Description.** The Construction Manager will conduct constructability reviews and provide input related to constraints and limitations of various construction methods and equipment during the design

development for Phase 2B and 2C, including but not limited to written review comments or redlines at specified design milestones (35% and 65%). The constructability review shall be completed by construction personnel experienced in construction techniques, construction sequencing, and construction means and methods expected to be employed on this Project. Review comments shall be specific and include details such as alternative solutions and potential cost savings related to construction.

To ensure seamless transition into construction, the Construction Manager will review all Project specific environmental permits obtained by the Department and be expected to provide advice on all permit conditions and environmental constraints. The Construction Manager will also provide permitting support, which will include reviews of draft permit conditions and environmental constraints with respect to construction feasibility. Attendance at meetings with permitting agencies will be as requested by the Department.

**Assumptions:**

- Constructability review comments submitted at each design milestone and on an interim basis as requested by Department.
  - Formal constructability reviews shall be submitted at 35% percent design and 65% percent design for Phase 2B and Phase 2C.
  - Assume 2 interim constructability reviews between milestones for both Phase 2B and Phase 2C.
- Assume 2 meetings with regulatory agencies.
- Assume 2 reviews of potential permitting conditions and environmental constraints for both Phase 2B and Phase 2C.

## Task 6: Cost Estimates

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

### 1. Cost Estimate Development

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

#### A. Direct cost

- Details supporting estimates for self-performed construction Work (labor, materials, equipment, production rates), including labor classification and hours (including overtime and night shift).
- Subcontractor, equipment, materials bids, and quotations.
- Expense rates such as mileage charges, per diem for meals and lodging, and personnel vehicle rentals shall be consistent with Exhibit D, Travel and Per Diem Expenses, of the Preconstruction Services Contract.



- Unburdened rental rates on construction equipment, trailers, barges, storage and staging space and major tools.
  - The Construction Manager's contingency will be negotiated but shall initially be based on the expected value of those risks allocated to the Construction Manager based on the risk allocation matrix.
- B. General Conditions Fee
- Fixed fee covering Division 00 and Division 01 work, as that Work is defined for each construction package (i.e., Phases 2A, 2B, and 2C).
- C. Fee for Overhead and Profit
- All-inclusive fee for all overhead and profit.
  - Derived from applying the negotiated percentage applied to direct cost subtotal.
- D. Pass-through Costs
- Includes, insurance, bonds, and sales tax.
  - The general conditions fee and fee for overhead and profit shall not be applied to pass-through costs.

**Assumptions:**

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

**2. Cost Estimates**

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

Once design has progressed to a degree acceptable to Department, the Department shall have the authority to direct the Construction Manager to submit GMP Proposals for Phase 2A, 2B and 2C.

**Assumptions:**

- Phase 2B and Phase 2C Cost Estimates, provided at 35%, 65%, and 95% design milestones.
- Interim or focused estimates for Phase 2B and Phase 2C will be provided as requested by the Department. Assume 2 interim estimates for each Phase.
- Meetings: Assume 3 cost review meetings for Phase 2B, and 3 cost review meetings for Phase 2C to discuss each cost estimate submission.

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

### 1. Scheduling

The Construction Manager shall prepare critical path baseline construction schedule, subject to the approval of the Department, for Phase 2A, 2B and 2C. The schedule shall consider the Department's design and Project completion requirements. The initial baseline schedule shall be submitted within 15 Business Days following the Project kickoff meeting, and shall be updated monthly for the duration of the Preconstruction Services Contract.

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

#### Minimum Schedule Requirements

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

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

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

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

#### Deliverables:

- Integrated Preconstruction Services and construction schedule showing all investigations, permitting, design, and construction activities.
- Phase 2B – Interim construction schedules and GMP submittal schedule
- Phase 2C – Interim construction schedules and GMP submittal schedule
- Comments on Department's construction phasing plan, and revisions

#### Assumptions:

- Assume two (2) revisions to Phase 2B and Phase 2C Phasing Plans

- Assume two (2) revisions to Phase 2B and Phase 2C schedules
- Assume two (2) reviews of the Department's phasing plan and 2 revisions
- Assume two (2) revisions to Phase 2B Phasing Plan and Phase 2C Phasing Plan

## Task 8: GMP Proposals

**Description.** The Construction Manager shall conduct all work necessary to develop its proposed GMP Proposals, for Construction Phase 2A, 2B and 2C in accordance with the requirements of the Preconstruction Services Contract. (Note that the GMP Proposal Form for Phase 2A will be populated with initial quantities developed by the Department in order to expedite negotiation of Phase 2A, subject to input by the Construction Manager to develop the final estimated quantities.) Work to develop the GMP Proposal shall include, as applicable, negotiation of scopes and budgets with Key Participants, competitive bidding and/or best-value proposals from potential Subcontractors. The Construction Manager shall utilize an open book approach to develop the GMP Proposal, providing Department with full access to all the details that make up the final GMP Proposal.

The GMP Proposal for each construction phase shall include:

1. Identification of all permits and approvals obtained during Phase 1 Preconstruction including those obtained by Department and those obtained by the Construction Manager, if any.
2. Identification of all permits and approvals remaining to be obtained by Department and the Construction Manager following construction notices to proceed.
3. Revised Task 2 Management Plans (as needed)
4. Proposed baseline construction schedule including an accompanying narrative describing key assumptions in the proposed baseline construction schedule upon which the GMP is based including dates for any interim milestones, and Acceptance, as defined in the Construction Contract.
5. Descriptive information on all engineering, procurement, materials, construction labor and equipment, and other services necessary to perform the Work as defined in the Construction Contract.
6. Update the Project risk allocation matrix and provide it as backup for the proposed GMP Proposal.
7. The proposed GMP and breakdown consisting of the proposed direct cost (inclusive of any contingency), the General Conditions fee, the Construction Manager's fee for overhead and profit, and pass-through costs. The GMP Proposal cost estimate shall use the approved cost estimate template and the summary shall be substantially in the form of the GMP Proposal Form (see Exhibit G of the Preconstruction Services Contract).
8. Identification of all Work to be self-performed and of all Work to be subcontracted, including a list of all Subcontractors who will be responsible for more than ½ of 1 percent of the Work.
9. All other proposed GMP pricing assumptions and clarifications on terms and conditions used not covered in the preceding items in this section.
10. A list of work activities, expenses, and fees not included in the GMP which Department may be expected to pay for directly to third parties.

After delivery of the draft GMP Proposal, the Construction Manager will meet with Department to present, review, and answer questions about the content of the GMP Proposal. The Construction Manager will revise the GMP Proposal as needed until agreement is reached with the Department, or

the Department concludes that agreement will not be reached and elects to exercise its options under Section 21.4 of the Preconstruction Services Contract.

**Deliverables:**

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

- GMP Proposal Construction Phase 2A
- GMP Proposal Construction Phase 2B
- GMP Proposal Construction Phase 2C
- Meetings to review GMP Proposals

## Task 9: Additional Services As Requested

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

**Pricing for Additional Services Not Included in Exhibit B.** The total allowance for Additional Services is \$100,000. The Construction Manager shall submit a cost proposal for any Services requested by the Department that are not included in Exhibit B Tasks 1 through 8 for the Department's review pursuant to the Preconstruction Services Contract Section 1.2.

**Deliverables:**

- Deliverables will be identified in specific Service Orders.