

ATTACHMENT A: Exhibit 1
SCOPE OF SERVICES

A. ARCHITECTURAL AND ENGINEERING SERVICES (A&E SERVICES)

A notice to proceed for A&E services for each project is subject to budgetary, legislative and control agency approval of the proposed projects.

Presented below is a general outline of the consulting services that may be required for projects

A. Budget Package/Study Phase

- Preliminary project planning as necessary to establish scope and cost for the State's project funding efforts.

B. Preliminary Plans

1. Schematic Design

- 1) Refine the space requirements and confirm the Architectural Program.
- 2) Perform site surveys, boundary and topographic mapping.
- 3) Perform due diligence.
- 4) Perform geotechnical investigations and analyses including corrosivity analysis and mitigation.
- 5) Perform hazardous materials surveys and mitigation plan development.
- 6) Perform infrastructure analysis and site engineering to include;
 - i. Utility coordination.
 - ii. Water supply and distribution.
 - iii. Waste water treatment and disposal.
 - iv. Storm drainage.
 - v. Electrical supply and distribution. Security and communications systems.
 - vi. Site grading and paving.
- 7) Prepare schematic design drawings; perform architectural and engineering calculations including Leadership in Energy and Environmental Design (LEED) calculations for the project(s) in compliance in compliance with California Building Codes and other applicable ordinances and regulatory requirements.

2. Design Development

1. Generate design development drawings from approved schematic phase documents to the design development level.
2. Ensure submittals have accurately sized all equipment, materials and concepts to a degree that an accurate construction cost estimate can be prepared.

3. Working Drawings Phase

1. Coordinate and integrate CalVet requested changes.
2. Provide construction documents that are fully coordinated with each design discipline, any other consultants, and local or regional agencies as required.
3. Prepare any necessary applications, plans and reports such as storm water pollution prevention plans, mitigation plans, etc. that may be required in accordance with or, as required by, any local or regional agencies.
4. Provide completed engineering calculations, report and energy models, basis of design reports, lifecycle costs, etc. for the project(s) in compliance with California Building Codes and other applicable ordinances and regulatory requirements.
5. Provide complete construction bid ready documents approved by CalVet and all regulatory control agencies required for CalVet to advertise for public works solicitations, including construction cost estimates. All drawings and specifications shall be stamped and signed by California licensed architects and engineers.
6. Addendum shall be stamped and signed by California licensed architects and engineers.

7. Respond to Requests for Information for Bidding (RFIB).

4. Construction Support

1. Attend pre-construction meetings.
2. Prepare a conformed set of construction documents.
3. Respond to Requests for Information (RFI), Memorandums of Concern, and other inquiries from the field.
4. Facilitate the Proposed Change Order (PCO) & Change Order (CO) processes.
5. Monitor on site construction for contract compliance.
6. Prepare design bulletins for changes to the work initiated by CalVet.
7. Review and approve submittals, drawings, and substitutions.
8. Attend onsite team meetings.
9. Perform site visits.
10. Prepare project close-out lists.
11. Review and approve Operation and Maintenance Manuals, if applicable.
12. Coordinate relocation activities of staff and equipment into the renovated spaces, if applicable.

5. All Phases of Work

1. Be responsible for coordination and approval of their design with control agencies as applicable.
2. Respond to all directives from CalVet and/or its representatives and act in a timely manner.
3. Provide Design and Construction Documents and project data through the use of AutoCAD. Specifications shall be prepared in Microsoft Word and estimates in Microsoft Excel.
4. Have the necessary office equipment for communication with other team members and may be required to participate in teleconference and/or internet-based or project communication networks.
5. Control and manage all subconsultants and be responsible for maintaining appropriate channels of communication with other team members. It is expected that services will be performed by a firm with offices in California.
6. Prepare updated cost estimates, basis of design reports, schedule, LEED documentation, coordination/work plan at each design submittal throughout each phase of the project.
7. Participate in the Project Close-out process.
8. Participate in the Post Project Close-out process.
9. Review and development of program requirements (will include site visits);
10. Brief description/summary of project scope of work;
11. Provide detailed estimate of construction cost and an estimate of construction duration;
12. Coordinate with the Division of State Architect and State Fire Marshal for project approvals.

6. Request for Services

- A. Services may be provided during normal business hours, on an as-needed basis, in accordance with CalVet policies and procedures;
- B. Contractor shall have primary contact person available for the duration of the contract.
- C. The State reserves the right to award multiple Agreements for alternate purposes.
- D. The State reserves the right to distribute the number of projects to be worked between Rank 1, Rank 2, and Rank 3, and so on until a Contractors dependent upon the needs of CalVet;
- E. The Contractor (Rank 1) under this agreement shall respond to a request for services within the standard twenty-four (24) hour response time unless otherwise stated by CalVet. CalVet may extend the standard response time at the discretion of the Contract Manager, or designee dependent upon the urgency of the request for services. The response time shall be included on the request for service. CalVet reserves the right to accept a response from the Rank 2 Contractor after the response time has elapsed. This process continues until CalVet has met its Temporary/Relief Provider needs.

B. ARTICLES

ARTICLE 1 – DEFINITIONS

For the purposes of this Agreement the following definitions shall apply:

- A. CONSTRUCTION PROJECT BUDGET is the budget amount established by the State that represents the maximum authorized cost of construction.
- B. APPROPRIATE AUTHORITIES AND LENDING AGENCIES, shall mean any private, local, municipal, county, State, regional or Federal authority or agency with which the Project may be involved. This term is intended to include those agencies and authorities which may require information or the filing of drawings, specifications, etc. in connection with the Project on either a voluntary or nonvoluntary basis.
- C. PRELIMINARY PLAN PHASE is the initial design phase in preparing the construction bidding documents, typically developed in two distinct steps: schematic design and design development. Final documents include a site plan, architectural floor plans, elevations, outline specifications, and a cost estimate.
- D. WORKING DRAWINGS PHASE is a State term that includes working drawings, technical specifications, addenda, general conditions, supplementary conditions, bidding requirements and the bid proposal developed to set forth in detail all aspects of design, function and construction. These will be used for estimating the cost of the Project, securing bids for construction and constructing the Project.
- E. AS-BUILT DOCUMENTS, are those documents showing the project as it was constructed. As-Built Documents include any change or clarification to the construction documents.
- F. CONSTRUCTION PHASE, is oversight of entire construction phase of a project and shall include attendance at pre-construction starting meeting and final inspection, shop drawing and submittal reviews, site reviews, written clarification of Construction Documents, preparation of change orders at the direction of the State, and processing as-built drawings.
- G. APPLICABLE LOCATIONS
 - CalVet Headquarters Building, 1227 O Street, Sacramento, CA 95814
 - Veterans Home of California Barstow (VHC-Barstow)
 - Veterans Home of California Chula Vista (VHC-Chula Vista)
 - Veterans Home of California Fresno (VHC-Fresno)
 - Veterans Home of California Lancaster (VHC-Lancaster)
 - Veterans Home of California Redding (VHC-Redding)
 - Veterans Home of California Ventura (VHC-Ventura)
 - Veterans Home of California West Los Angeles (VHC-WLA)
 - Veterans Home of California Yountville (VHC-Yountville)
 - California Central Coast Veterans Cemetery, Seaside, CA (CCCVC)
 - Yountville Veterans Cemetery, Yountville, CA (Yountville Cemetery)
 - Northern California Veterans Cemetery, Igo, CA (NCVC)

ARTICLE 2 – CONSULTANT'S TEAM

- A. The Consultant has been selected to perform the work herein, in part, based upon the professional experience and demonstrated competence of key individuals and/or the firms listed in Exhibit A, Attachment 2, Consultant's Team. The Consultant agrees work will be performed by the individuals and/or firms listed in Exhibit A. Substitution of individuals and/or firms identified in Exhibit A, Attachment 2, Contractor's Team is not allowed except with written approval of the State.
- B. The Consultant designates a Contract Administrator as its designated manager who shall, so long as performance continues to be acceptable to CalVet, remain in charge of the services under this Agreement. (See Section VI – Contract Administrative Process)

- C. Consultant covenants that Consultant has no existing interest and will not acquire any interest, direct or indirect, which could conflict in any manner or degree with the performance of services required under this Agreement and that no person having any such interest shall be employed by Consultant.
- D. The Consultant, and the agents and employees of Consultant, in the performance of the agreement, shall act in an independent capacity and not as officers or employees or agents of the State of California.

ARTICLE 3 - GENERAL PROVISIONS

Consultant agrees to provide all necessary expertise and services to professionally and diligently prosecute the work authorized by task order.

The Consultant shall:

- A. Contract for or employ at Consultant's expense, subcontractors to the extent deemed necessary for design of the work including Architects, Mechanical, Electrical, Structural and Civil Engineers licensed as such by the State of California and all other Contractors necessary for development of the work.
- B. Consult, as necessary, with normal and customary employees, agencies, and/or representatives of the State regarding the work of each Amendment.
- C. Attend meetings with the State, other professionals employed by the State and local and regional agencies as needed and directed to perform the work.
- D. Cooperate with other professionals employed by the State for other work related to an Amendment.
- E. Review site surveys, available site-related literature, and previously prepared Project reports furnished to Consultant or obtained by Consultant pursuant to this Agreement and advise the State by written report or memo whether such data are sufficient for purposes of design, or whether additional data are necessary for completion of design.
- F. Abide by all regulations imposed by funding sources, such as auditing requirements and payroll affidavits.
- G. Provide a professional level of review of all deliverables to assure quality, technical accuracy, and the coordination of all design documents furnished by Consultant under this Agreement. Consultant shall, without additional compensation, correct or revise any errors in its designs, drawings, specifications and other services.

ARTICLE 4 - CLAIMS AND DISPUTES

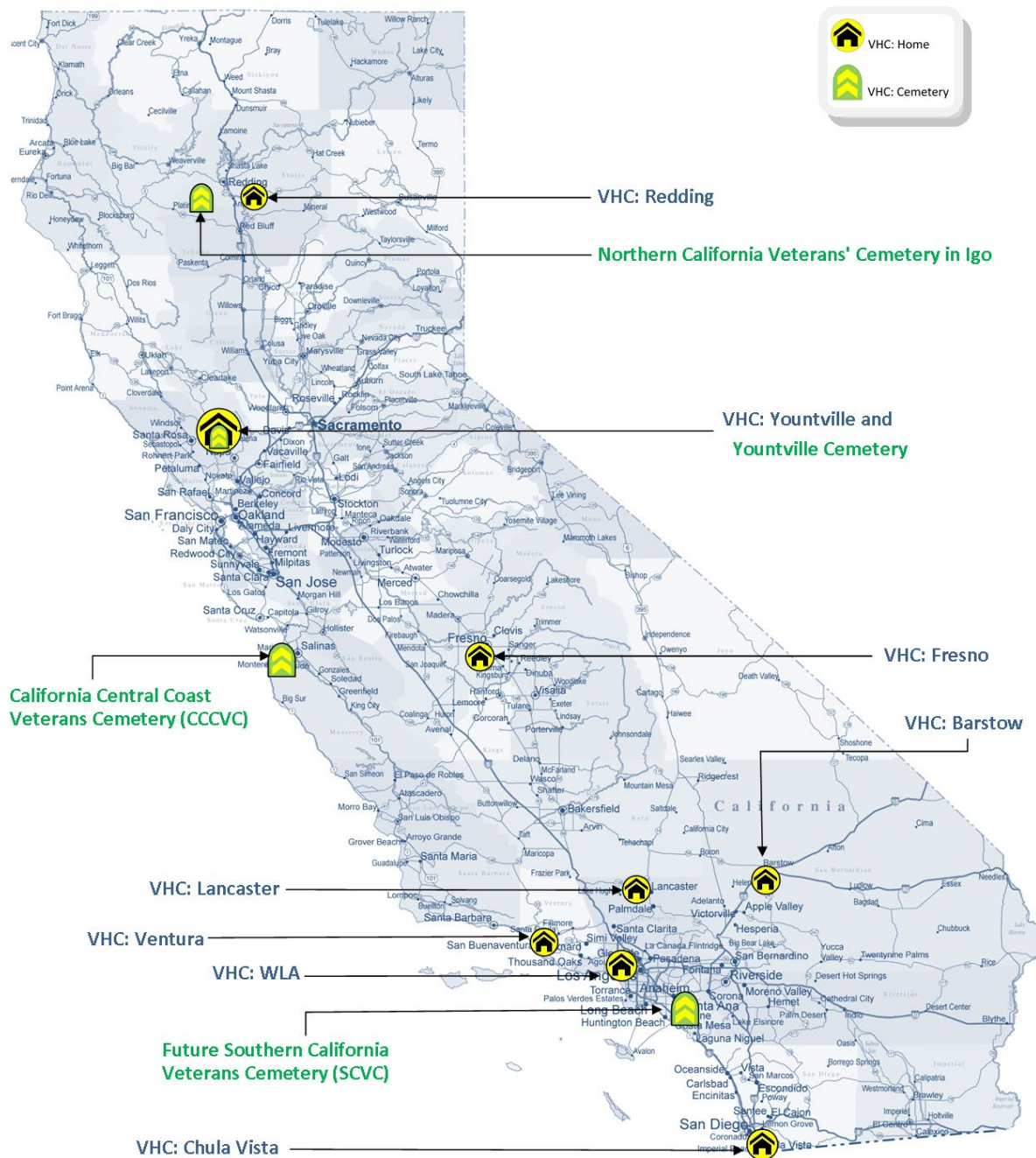
The parties hereto mutually agree that the resolution of any claim or disputes arising under this Agreement shall be resolved pursuant to the following:

- A. If the Consultant disputes any action by the State's Representative arising under or out of the performance of this contract, the Consultant shall notify the State's Representative of the dispute in writing and request a claims decision. The State's Representative shall issue a decision within 30 days of the Consultant's notice. If the Consultant disagrees with the State Representative's decision, the Consultant shall submit a formal claim to the Chief, Facilities and Business Services. The Chief, Facilities and Business Services shall issue a decision within 15 days of receipt of Consultant's formal claim. The decision of the Chief, Facilities and Business Services shall be final and conclusive on the claim unless the decision is arbitrary, capricious, or grossly erroneous or if any determination of fact is unsupported by substantial evidence. The decision may encompass facts, interpretations of the agreement, and determinations or applications of the law. The decision shall be in writing following an opportunity for the Consultant to present oral or documentary evidence and arguments in support of the claim. This administrative process must be followed before taking any court action.
- B. In the event of litigation between the Consultant and the State after all administrative remedies have been exhausted, litigation shall be commenced in an appropriate court of competent jurisdiction within Sacramento County, State of California.
- C. Consultant agrees to proceed with all work ordered by the State pending the outcome of any claim, dispute or litigation.

ATTACHMENT A: Exhibit 2

CONSULTANT'S TEAM
(TO BE ENTERED UPON AWARD)

ATTACHMENT B
VETERANS HOMES & VETERANS CEMETERY MAP



ATTACHMENT C: Exhibit 3
CONTRACT DOCUMENTS

See [DGS Office Legal Services Forms STD 213, STD 215,](#)

ATTACHMENT C: Exhibit 3
CONTRACT DOCUMENTS

CalVet CV 016

ATTACHMENT C: Exhibit 3A
BUDGET DETAIL AND PAYMENT PROVISIONS

1. COMPENSATION

- A. A notice to proceed for A&E services for each project task order is subject to budgetary, legislative and control agency approval of the proposed projects.
- B. The consideration to be paid to the Consultant shall be the fee as stipulated in each Task Order based on the rates identified in Exhibit B, Attachment 1, Rate Sheet. This fee shall be full compensation for all of the Consultant's services and expenses including, but not limited to direct salary costs, employee benefits, prevailing wages, when applicable, employer payments, overhead, travel per diem, reproduction, and any other direct costs, other than salary, or indirect expenses incidental to providing the services, and fee.
- C. The rates identified in Exhibit B Attachment 1, Rate Sheet are effective as of the date of approval of this Agreement by the State and shall be for the term of this contract.
 - In the event that work requested by task order to this Agreement includes roles/positions and/or services not in approved Agreement Rate Sheet, an updated Rate Sheet must be submitted for approval to A&E Contract Administrator prior to task order being issued.
 - In the event that work authorized by Task Order to this Agreement is suspended by the State for more than twelve consecutive months, the agreed upon compensation for work that has not yet been performed, may be adjusted at the State's sole discretion by no more than the Consumer Price Index for the duration of the suspension. However, the adjustment, if granted, will never exceed three percent (3%) per year, and be calculated from the first year of the suspension and not from the effective date of the contract.

2. INVOICING AND PAYMENT

- A. For services satisfactorily rendered, and upon receipt and approval of the invoices, the State agrees to compensate the Consultant in accordance with the rates specified in Exhibit B, Attachment 1, Rate Sheet.
- B. The State will make payment for the percentage of work completed less ten (10) percent retention; 100 percent payment upon acceptance and approval of the work of each Amendment by the State.
- C. Invoices will include, as applicable:
 - 1) Consultant's Letterhead
 - 2) Signed by Consultant's Authorized representative
 - 3) Date of Invoice
 - 4) CalVet Capital Assets Project Number
 - 5) Task Order Number
 - 6) Dates and itemized list of additional hourly services
 - 7) Invoice will be marked clearly stating that they are a California Certified SB/DVBE and will include their Certification Reference Number (if applicable)
 - 8) Consultant's Federal Identification Number
 - 9) Applicable rate and total dollar amount
 - 10) Contact phone number for billing questions
- D. Consultant shall send (via email) invoices, billings and other agreement/contract correspondence related to Consultant's services to:

ATTN: Jennifer Stewart via email Jennifer.Stewart@calvet.ca.gov
Department of Veterans Affairs
Capital Assets/Facilities Planning & Construction Unit
1227 O Street
Sacramento, CA 95814

- E. Should an invoice be disputed, Consultant will correct any/all disputed items on the invoice and resubmit the invoice as indicated above. Failure to provide and resubmit corrected invoice will result in a delay of payment. Under no circumstances will a credit memo be accepted in lieu of a corrected invoice.

3. BUDGET CONTINGENCY CLAUSE

- A. This contract is valid and enforceable only if sufficient funds are made available by the Budget Act of the appropriate fiscal year for the purpose of this program.
- B. It is mutually agreed that if the Budget Act of the current year and/or any subsequent years covered under this Agreement does not appropriate sufficient funds for the program, this Agreement shall be of no further force and effect. In this event, the State shall have no liability to pay any funds whatsoever to the Consultant or to furnish any other considerations under this Agreement and the Consultant shall not be obligated to perform any provisions of this Agreement.
- C. If funding for any fiscal year is reduced or deleted by the Budget Act for purposes of this program, the State shall have the option to either cancel this Agreement with no liability occurring to the State, or offer an Agreement Amendment to the Consultant to reflect the reduced amount.
- D. This contract is subject to any additional restrictions, limitations or conditions enacted by the Legislature that may affect the provisions, terms or funding of this contract in any manner.

4. PROMPT PAYMENT CLAUSE

- A. Payment will be made in accordance with, and within the time specified in, Government Code Chapter 4.5, commencing with section 927.

5. CONSULTANT OVERPAYMENTS

- A. If the State determines that an overpayment has been made to the Consultant, the State will seek recovery immediately upon discovery of the overpayment by: (a) calling the Consultant's accounting office to request a refund of the overpayment amount, or (b) offsetting subsequent Consultant payments by the amount of the overpayment if Consultant repayment or credit is not received within thirty (30) days from the date of notice.
- B. If Consultant discovers it has received an overpayment, Consultant must notify the State and refund the overpayment immediately

Rates negotiated will be entered into this exhibit in the final contract.

(Rate Sheet should include all services, staff roles/positions, specialty consultants)

[illegible]

ATTACHMENT C: Exhibit 3C
GENERAL TERMS AND CONDITIONS

PLEASE NOTE: This page will not be included with the final contract. The Contractor Certification Clauses (04/2017) will be included in the contract by reference to [DGS Office Legal Services Internet site](#).

If Contractor/bidder does not have Internet access, a hard copy will be provided by contacting the Acquisition Analyst listed on the Notice to Prospective Bidders.

ATTACHMENT C: Exhibit 3D
SPECIAL TERMS AND CONDITIONS

1. STANDARD CONDITIONS OF SERVICE

- A. Contractor will abide by all State and Federal laws in performance of this contract.
- B. The Contractor shall maintain all license(s) required by law for accomplishing any work required with this agreement. In the event any license(s) expire at any time during the term of this agreement, Contractor agrees to provide to the State a copy of the renewed license(s) within thirty (30) days following the expiration date. In the event the Contractor fails to keep in effect at all times all required license(s), the State may, in addition to any other remedies it may have, terminate this agreement upon occurrence of such event.
- C. The Contractor certifies that it has appropriate systems and controls in place to ensure that State funds will not be used in the performance of this Contract for the acquisition, operation or maintenance of computer software in violation of copyright laws.
- D. It is unlawful for a State Contractor to assist, promote, or deter union organizing by employees who are performing work on a service contract for the State or a State agency. This action is subject to fines in accordance with Government Code section 16645 et seq.
- E. If signing this contract as a sole proprietor, Contractor certifies that it is not an alien that is ineligible for state and local benefits, as defined in Subtitle B of the Personal Responsibility and Work Opportunity Act (8 U.S.C. § 1601 et seq.).
- F. Pursuant to Public Contract Code section 10295.4, persons or companies identified as the largest tax delinquents by the Franchise Tax Board (FTB) or the Board of Equalization (BOE) are ineligible to enter into any contract with the state for non-IT goods or services. Any contract entered into in violation of section 10295.4 is void and unenforceable.

2. EXCISE TAX: The State of California is exempt from Federal Excise Taxes, and no payment will be made for any taxes levied on employees' wages. The State will pay for any applicable State of California or local sales or use taxes on the services rendered or equipment or parts supplied pursuant to this agreement. California may pay any applicable sales or use tax imposed by another state.

3. AGENCY LIABILITY: The Contractor warrants by execution of this Agreement, that no person or selling agency has been employed or retained to solicit or secure this Agreement upon agreement or understanding for a commission, percentage, brokerage, or contingent fee, excepting bona fide employees or bona fide established commercial or selling agencies maintained by the Contractor for the purpose of securing business. For breach or violation of this warranty, the State shall, in addition to other remedies provided by law, have the right to annul this Agreement without liability, paying only for the value of the work actually performed, or otherwise recover the full amount of such commission, percentage, brokerage, or contingent fee.

4. RIGHT TO TERMINATE

- A. The State reserves the right to cancel all or a portion of the service for any reason, subject to thirty (30) days written notice to the Contractor.
- B. This agreement can be immediately terminated for cause. The term "for cause" means that the Contractor fails to meet the terms, conditions, and/or responsibilities of the contract. In this instance, the contract termination shall be effective as of the date indicated on the State's notification to the Contractor.

5. RESOLUTION OF CONTRACT DISPUTES

- A. In the event of a dispute, Contractor will attempt resolution with the CalVet A&E Contract Administrator with a written explanation of the situation. If no resolution is found, Contractor shall file a "Notice of Dispute" with the Department of Veterans Affairs within ten (10) days of the failed resolution at the following address:

Department of Veterans Affairs
Attn: Chief, Facilities and Business Services
1227 O Street
Sacramento, CA 95814

- B. CalVet Chief or designee shall meet with the Contractor for purposes of resolving the dispute. The decision of the CalVet Chief or the designee shall be final. In the event of a dispute, the language contained within this agreement and its attendant Exhibits shall prevail over any other language.
- C. Neither the pendency of a dispute nor its consideration by the CalVet Chief will excuse the Contractor from full and timely performance in accordance with the terms of the Agreement.

6. POTENTIAL SUBCONTRACTORS

- A. Nothing contained in this Agreement or otherwise, shall create any contractual relationship between CalVet and any subcontractors, and no subcontract shall relieve the Contractor of its responsibilities and obligations hereunder. The Contractor agrees to be as fully responsible to CalVet for the acts and omissions of its subcontractors and of persons either directly or indirectly employed by the Contractor. The Contractor's obligation to pay its subcontractors is an independent obligation from CalVet's obligation to make payments to the Contractor. As a result, CalVet shall have no obligation to pay or to enforce the payment of any monies to any subcontractor.

7. PREFERENCE PROGRAM

- A. Contractor understands and agrees that should award of this contract be based in part on their commitment to use a Disabled Veteran Business Enterprise (DVBE) subcontractor(s) identified in their bid or offer, per Military and Veterans Code section 999.5, subdivision (e), a DVBE subcontractor may only be replaced by another DVBE subcontractor and must be approved by the Department of Veterans Affairs (CalVet). Changes to the scope of work that impact the DVBE subcontractor(s) identified in the bid or offer and approved DVBE substitutions will be documented by contract amendment.
- B. Failure of Contractor to seek substitution and adhere to the DVBE participation level identified in the bid or offer may be cause for contract termination, recovery of damages under rights and remedies due to the State, and penalties as outlined in Military and Veterans Code section 999.9, or Public Contract Code sections 10115.10 or 4110 (applies to public works only).
- C. If for this agreement Contractor made a commitment to achieve one percent (1%) DVBE participation, with the goal of three (3%) is encouraged, then Contractor must within 60 days of receiving final payment under this agreement (or within such other time period as may be specified elsewhere in this agreement) certify in a report to the awarding department: (1) the total amount the prime Contractor received under the contract; (2) the name and address of the DVBE(s) that participated in the performance of the contract; (3) the amount each DVBE received from the prime Contractor; (4) that all payments under the contract have been made to the DVBE(s); and (5) the actual percentage of DVBE participation that was achieved. A person or entity that knowingly provides false information will be subject to a civil penalty for each violation. (Mil. & Vet. Code, § 999.5, subd. (d).)

8. INSURANCE REQUIREMENT

- A. General Provisions Applying to All Policies
 - 1) **Coverage Term** – Coverage needs to be in force for the complete term of the contract. If insurance expires during the term of the contract, a new certificate must be received by the State at least thirty (30) days prior to the expiration of this insurance. Any new insurance must still comply to the original terms of the contract.

- 2) **Policy Cancellation or Termination & Notice of Non-Renewal** – Contractor is responsible to notify the State within 5 business days of any cancellation, non-renewal or material change that affects required insurance coverage. In the event Contractor fails to keep in effect at all times the specified insurance coverage, the State may, in addition to any other remedies it may have, terminate this Contract upon the occurrence of such event, subject to the provisions of this Contract.
 - 3) **Deductible** – Contractor is responsible for any deductible or self-insured retention contained within their insurance program.
 - 4) **Primary Clause** – Any required insurance contained in this contract shall be primary, and not excess or contributory, to any other insurance carried by the State.
 - 5) **Insurance Carrier Required Rating** – All insurance companies must carry a rating acceptable to the Office of Risk and Insurance Management. If the Contractor is self-insured for a portion or all of its insurance, review of financial information including a letter of credit may be required.
 - 6) **Endorsements** – Any required endorsements requested by the State must be physically attached to all requested certificates of insurance and not substituted by referring to such coverage on the certificate of insurance.
 - 7) **Inadequate Insurance** – Inadequate or lack of insurance does not negate the contractor's obligations under the contract.
- B. **Commercial General Liability** – Contractor and any subcontractors shall maintain general liability on an occurrence form with limits not less than \$1,000,000 per occurrence for bodily injury and property damage liability combined. If Commercial General Liability insurance or other form with a general aggregate limit is used, either the general aggregate limits shall apply separately to this project/location or the general aggregate limit shall be twice the required occurrence limit. If the aggregate applies "per project/location" it shall so state on the certificate. The policy shall include coverage for liabilities arising out of premises, operations, independent contractors, products, completed operations, personal & advertising injury, and liability assumed under an insured contract. This insurance shall apply separately to each insured against whom claim is made or suit is brought subject to the Contractor's limit of liability. **The policy must be endorsed to include the State of California, its officers, agents and employees as additional insured, but only with respect to work performed under the contract. The additional insured endorsement shall be provided with the certificate of insurance.**
- C. **Automobile Liability** – Contractor shall maintain motor vehicle liability with limits not less than \$1,000,000 combined single limit per accident. Such insurance shall cover liability arising out of a motor vehicle including owned, hired and non-owned motor vehicles. ***The policy must be endorsed to include the State of California, its officers, agents and employees as additional insured, but only with respect to work performed under the contract. The additional insured endorsement shall be provided with the certificate of insurance.***
- D. **Workers Compensation and Employers Liability** – Contractor shall maintain statutory worker's compensation and employer's liability coverage for all its employees who will be engaged in the performance of the Contract. Employer's liability limits of \$1,000,000 are required. ***The Workers' Compensation policy shall be endorsed with a waiver of subrogation in favor of the State.***
- E. **Errors and Omissions/Professional Liability** – Contractor shall maintain Errors and Omissions/Profession liability with limits of not less than \$1,000,000 each incident and \$2,000,000 aggregate covering damages caused by negligent, acts or omissions. The policy retro date must be shown on a certificate of insurance and must be before the Contract date, or before the date contract work begins.

- F. **Certificate of Insurance** - The Contractor shall furnish a Certificate of Insurance. The Certificate of Insurance will provide the above listed liability coverages and the Certificate Holder shall read:

Attn: Accounting Officer
Department of Veterans Affairs
Financial Management Services – Accounting Office
1227 O Street
Sacramento, CA 68514

9. RELEASE OF INFORMATION

Contractor shall not make any public information release in connection with services performed under this Agreement without advance written permission of CalVet's Public Information Officer, as identified:

CalVet
The Public Information Officer
1227 O Street
Sacramento, CA 95814

10. OWNERSHIP OF MATERIALS

- A. All materials and documents developed in the performance of this Agreement are the property of the State. The State shall have unlimited rights, for the benefit of the State, in all drawings, designs, specifications, notes and other work developed in the performance of this Agreement, including the right to use same on any other State work at no additional cost to the State. Contractor agrees to and does hereby grant to the State a royalty-free license to all such data which Contractor may cover by copyright and to all designs as to which Contractor may assert any rights or establish any claim under the patent or copyright laws. Contractor agrees to furnish and to provide access to the originals or copies of all such materials upon the request of the State. The State agrees to make no demand on Contractor for responsibility for the State's use of such materials for any other State work which is not the subject of an agreement between the State and Contractor for such use.
- B. If the Contractor performs the work required under this Agreement with the assistance of (CAD) Technology, the Contractor shall deliver to the State, on request, via USB that contains the design files (or access to downloadable files) and shall specify format and the supplier of the software and hardware necessary to use the design files.
- C. The State does not assume any obligation to employ the Contractor's services or pay Contractor royalties of any type as to future programs which may result from the work performed under this Agreement.

11. WAIVER

No waiver of any condition, requirement or right expressed in this Agreement shall result from any forbearance of the State to declare a default.

12. RELEASE OF CLAIMS

The acceptance by the Contractor of final payment shall be and shall operate as a release to the State of all claims and all liability to the Contractor for everything done or furnished in connection with this Agreement and for every act and neglect of the State and others relating to or arising out of this Agreement.

ATTACHMENT C: Exhibit 3e
ADDITIONAL PROVISIONS

1. GENERAL

- A. These additional provisions shall apply to all work performed under the agreement by Contractor's own organization and with the assistance of workers under Contractor's immediate superintendence and to all work performed on the contract by piecework, station work, or by subcontract.
- B. Except as otherwise provided for in each Section, Contractor shall insert in each subcontract all of the stipulations contained in these required Additional Provisions, and further require their inclusion in any subcontract. The required Additional Provisions shall not be incorporated by reference in any case. Contractor shall be responsible for compliance by any subcontractor with these required Additional Provisions.
- C. A breach of any of the stipulations contained in these required Additional Provisions shall be sufficient grounds for termination of the Agreement.
- D. A breach of Additional Provisions, Section a, "General", paragraph 2 may also be grounds for debarment as provided in 29 CFR 5.12

2. PREVAILING WAGE

- A. The Contractor shall comply with Labor Code Sections 1774 and 1775. Pursuant to Section 1774, the Contractor and every subcontractor, regardless of tier, shall pay not less than the specified prevailing wage rates to all workers employed in the execution of the Contract. In accordance with Section 1775, the Contractor shall forfeit to the State up to \$200 for each day, or portion thereof, for each worker paid less than the prevailing wage rates for the work or craft in which the worker is employed for any work executed under the Contract by the Contractor or by any subcontractor, regardless of tier, in violation of the provisions of the Labor Code; and, in particular, Labor Code Sections 1770 to 1780, inclusive. In addition to such forfeiture, the difference between such stipulated prevailing wage rates and the amount paid to each worker for each day, or portion thereof, shall be paid to each underpaid worker by the Contractor. This provision shall not apply to properly registered apprentices.
- B. Pursuant to Labor Code, Section 1770, the Director of the Department of Industrial Relations (DIR) has ascertained the general prevailing rate of per diem wages and a general prevailing rate for legal holiday and overtime work for each craft required for execution of the Contract. The Contractor shall obtain copies of the prevailing rate of per diem wages from:

Department of Industrial Relations, Division of Labor Statistics & Research
PO Box 420603
San Francisco, CA 94142-0603
(415) 703-4780

Or wage rates may be accessed on the internet at

<https://www.dir.ca.gov/oprl/DPreWageDetermination.htm>

The Contractor is responsible to read, understand and comply with all the guidelines, including the fine print in the prevailing wage determinations; and shall post a copy of the prevailing wage rates, specific to the Project, at the Project site.

- C. Wage rates set forth are the minimum that may be paid by the Contractor. Nothing herein shall be construed as preventing the Contractor from paying more than the minimum rates set. No extra compensation will be allowed by the State due to the inability of the Contractor to hire labor at minimum rates, nor for necessity for payment by the Contractor of subsistence, travel time, overtime, or other added compensations, all of which possibilities are elements to be considered and

ascertained to the Contractor's own satisfaction in preparing their Rate Sheet at the time of the submission opportunity and will be applicable for the term of the contract.

- D. If it becomes necessary to employ crafts other than those listed in DIR's General Prevailing Wage Rate booklet, the Contractor shall contact the Division of Labor Statistics and Research as noted above. The rates thus determined shall be applicable as minimum for the contract and incorporated in the Rate Sheet. When the wage determination shows an expiration date (noted by a double asterisk**), to expire during the term of the contract, the Contractor must call or write the DIR to obtain the new rates and will have incorporated them into their Rate Sheet at the time of the submission opportunity and will then be applicable for the term of the contract.
- E. The Contractor and each subcontractor, regardless of tier, shall keep an accurate payroll record showing the names, addresses, social security numbers, work classifications, straight time and overtime hours worked each day and week, and the actual per diem wages paid to each journeyman, apprentice, worker, or other employee employed by the Contractor and/or subcontractor in connection with the Work. Payroll records shall be certified and shall be on forms provided by the Division of Labor Standards Enforcement, or shall contain the same information as those forms. The Contractor's and subcontractor's certified payroll records for each employee shall be submitted with each payment request, covering the period of the payment request unless requested otherwise by the Labor Commissioner of the Department of Industrial Relations pursuant to Labor Code Section 1771.4(c)(2)(b). If this contract was awarded on or after April 1, 2015, monthly payrolls should be sent directly to the Department of Industrial Relations in the current prescribed electronic format. Refer to <http://www.dir.ca.gov/Public-Works/PublicWorks.html> for access to the electronic Certified Payroll Application.
- F. Labor Compliance Monitoring and Enforcement: This project is subject to monitoring and enforcement by the Department of Industrial Relations (DIR), Compliance Monitoring Unit if awarded after January 1, 2015. All Contractors and subcontractors, regardless of tier, shall be required to comply with the Monitoring and Enforcement Program, including, but not limited to, contractor registration, submittal of electronic certified payroll reports directly to the DIR and cooperation with on-site monitoring by DIR personnel. Refer to Labor Code 1771.4 et seq.
- G. It is the Contractor's responsibility to ensure the General Prevailing Wage Rates for per diem wages and a general prevailing rate of each shift, legal holiday, and overtime work are posted at the jobsite in compliance with Section 1773.2 of the Labor Code. Note that when the wage determination shows an expiration date (noted by a double asterisk**), to expire during the term of this Agreement, the Contractor is responsible to call or write DIR to obtain the new rates and incorporate them in the submission. The Contractor is responsible to comply with the Labor Code Section and prevailing wage determinations, including all the guidelines and the fine print in the prevailing wage determinations.
 - a. Contractor certifies by signature affixed upon this Agreement that Contractor has read and agrees to comply with California Labor Codes 1770 through 1780 as applicable to prevailing wages.
 - b. Contractor shall be responsible for any future adjustments to prevailing wage rates including, but not limited to, base hourly rates and employer payments as determined by the Department of Industrial Relations. Contractor is responsible for paying the appropriate rate, including escalations that take place during the term of the Agreement.
 - c. A mistake, inadvertence, or neglect by Contractor to pay the correct rates of prevailing wage will be remedied solely by Contractor and will not, under any circumstances, be considered as the basis of a claim against the State on the Agreement.

3. HOURS OF WORK

- A. Contractor to compensate contractors/subcontractors workers at a rate of one and one-half times the basic rate of pay for work performed in excess of eight hours per day/40 hours per week. Contractor or its subcontractor(s), as appropriate, shall forfeit \$25, as a penalty to the State, for each worker employed in the execution of the contract by the respective contractor or subcontractor for each calendar day during which that worker is required or permitted to work more than eight hours in any one calendar day and 40 hours in any one calendar week in violation of the provisions of Labor Code Sections 1810 through 1815.

Contractor shall perform work within an 8 hour shift (excluding lunch break) unless requested and approved in writing by the State's Representative to work additional hours (overtime).