

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



PROGRESSIVE DESIGN-BUILD
REQUEST FOR QUALIFICATIONS AND PROPOSALS

KANE SPRING PROJECT
IMPERIAL COUNTY, CALIFORNIA

DATE OF ISSUANCE: August 28, 2026
STATEMENT OF QUALIFICATIONS AND PROPOSAL DUE: December 4, 2026
PROJECT REFERENCE NO.: DB-2026-1

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Form D-1: Project Experience Matrix

Form D-2: Project Descriptions

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Form F-1: Requested Technical Edits to the PDB Contract (including the Appendices)

Form F-2: Requested Nontechnical Edits to the Draft PDB Contract (including the Appendices)

Form F-3: Submitter Comments on the Phase 1 Scope of Work

Form G-1: PDB Price Proposal Form

Form G-2: Billing Rates Calculation

Form H: Generative Artificial Intelligence (GenAI) Disclosure

Attachment B-1: Organizational Conflict of Interest Policy for Progressive Design-Build Project Delivery

Attachment B-2: Disclosure of Potential Organizational Conflict of Interest Statement
(Disclosure Statement)

Attachment C-1: Design-Builder Profile Questionnaire and Certification

Attachment C-2: Key Participant Profile Questionnaire and Certification(s)

Attachment D: Submitter's Agreement and Certification

Attachment E: Project Site Visit Registration Form

Reference Documents Available for Download at Cosmos (<https://cosmos.water.ca.gov>) or are provided via link to external website if indicated below. Note that some of these documents are also listed in PDB Contract, Appendix B: Reference Documents but are listed here for convenience for the purpose of SOQ/P development.

1. Collaborative Partnering Program Field Guide for Construction Projects, California Department of Water Resources, April 2020
2. SOQ/P Initial Responsiveness Review Checklist
3. DWR Assumption of Risk and Waiver Agreement
4. Draft Progressive Design-Build Contract, including Appendices

Appendix A: Phase 1 Scope of Work

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Attachment 1: Disclosure of Potential Organizational Conflict of Interest Statement
(Disclosure Statement)

5. California Department of Water Resources Standard Contract Provisions Regarding Political Reform Act Compliance. Link: https://water.ca.gov/-/media/DWR-Website/Web-Pages/Programs/Engineering-And-Construction/Files/Collaborative-Delivery-Program/CD_Political_Reform-Act.pdf

6. State of California's Salton Sea Management Program Phase I: 10- Year Plan, Clean Water Act Section 404 Letter of Permission Procedures, Riverside and Imperial Counties, California. Link: <https://www.spl.usace.army.mil/Missions/Regulatory/Projects-Programs/Salton-Sea-Management-Plan/>). This website includes links to the following Final Documents:
 1. Department of Army Permit (DA Number SPL-2019-00951) - Clean Water Act Section 404 Standard Permit for SSMP 10-Year Plan.
 2. Section 404 Letter of Permission (LOP) Procedures for SSMP 10-Year Plan.
 3. Final Environmental Assessment/Combined Decision Document, and Appendices 1-4
7. Statewide Restoration General Order. Order for Clean Water Act Section 401 Water Quality Certification and Waste Discharge Requirements for Restoration Projects Statewide. Order No. WQ 2022-0048-DWQ. Adopted by the State Water Resources Control Board on August 16, 2022. Link: https://www.waterboards.ca.gov/water_issues/programs/cwa401/generalorders.html#yr_2022
8. Restoration Management Permit (RMP) Process. Link: <https://wildlife.ca.gov/Conservation/Cutting-Green-Tape/RMP#624084980-background>

1 OVERVIEW AND BACKGROUND

1.1 Introduction

The Department of Water Resources (Department) is issuing this Request for Qualifications and Proposals (RFQ/P) to obtain Statements of Qualifications and Proposals (SOQ/Ps) from Submitters qualified to serve as the Design-Builder for the Progressive Design-Build (PDB) Kane Spring Project (Project) located along the southwest shore of the Salton Sea near the City of Brawley.

This Project serves to use the following potential water sources (1) existing agricultural drains, (2) groundwater wells, (3) the existing Species Conservation Habitat (SCH) Project, (4) the West Interception Ditch – to maximize the acreages of the following land use objectives (in order of priority):

- Create and enhance vegetated wetland for California Black Rail and Yuma Ridgway's Rail
- Create pupfish habitat
- Improve existing wetlands by removing salt cedar and tamarisk (Tamarix) and discouraging future salt cedar and tamarisk (Tamarix) growth
- Create vegetated areas to prevent lakebed from being emissive

Failure to submit an SOQ/P in accordance with the requirements of this RFQ/P may be cause for disqualification of the Submitter. Any technical requirements described in this RFQ/P may be superseded by the requirements included in any RFQ/P Addendum.

The Department is requesting SOQ/Ps describing the Submitter's: 1) team organization and capacity to conduct the Work; 2) project management experience and capabilities; 3) collaboration and effective use of PDB and/or CMCg/CMAR; 4) team qualifications and experience; 5) Project approach, and 6) PDB Price Proposal.

The Project is being procured using a one-step, Best Value selection method as described in Section 4. Firms interested in providing PDB services for the Project should submit their SOQ/P according to the requirements set forth in this RFQ/P, including the format and content guidelines in Section 5. The Department intends to award a Progressive Design-Build Contract (PDB Contract) to the selected Submitter which will include a scope of work for Phase 1 Design and Preconstruction Services and may be amended for Phase 2 Work.

Further discussion of the Department's procurement process for this Project can be found in Section 4, Procurement Process.

1.1.1 Overview of Phase 1 Design and Preconstruction and Phase 2 Construction

The Design-Builder's work on the Project would include two phases, the Design and Preconstruction Phase (Phase 1) and the Construction Phase (Phase 2). The two phases of PDB work are outlined below:

- **Phase 1: Design and Preconstruction.** If the Department awards a PDB Contract to the Design-Builder, it will collaboratively provide design, site investigation, permitting, cost estimating,

scheduling and sequencing, and construction planning services to the Department. Throughout the phase, the Design-Builder, and all Key Participants who intend to perform Phase 2 Work, will use an agreed-to cost model to develop open book cost estimates of the Guaranteed Maximum Price(s) (GMP) for all or portions of Phase 2 Work. Cost estimates will be progressively developed and refined, allowing the Department to modify priorities and requirements based on the overall budget. Phase 1 will include 100% complete design and may overlap with the start of Phase 2. Multiple Work Packages, including those in support of early materials purchase or early start construction, may be considered on a case-by-case basis at the sole discretion of the Department. The Department intends to engage an Independent Cost Estimator (ICE) to support the Department's review of cost estimates, schedules, risk assessments, and GMP Proposal(s) prepared by the Design-Builder at key Phase 1 milestones. If the parties cannot negotiate satisfactory terms for construction, the Department may terminate GMP negotiations and will not execute an amendment for construction.

- **Phase 2: Construction.** Phase 2 Work will only be completed if the Department and the Design-Builder successfully reach agreement on GMP Proposal(s) and execute Phase 2 Amendment(s) to the PDB Contract. During this phase, the Design-Builder will construct the Project, conduct commissioning and startup services, successfully complete Performance Tests to achieve Acceptance, and provide support services as defined in the PDB Contract.

1.2 Department Statutory Authority

The California Legislature authorized the Department in Public Contract Code (PCC) §§ 10215-10215.8 to procure Progressive Design-Build Contracts for designing and constructing the Project.

The Project will be procured using a Best Value selection method, then contracted and delivered using a single PDB Contract for design and construction of all Work.

1.3 Definitions

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

Table 1-1. Defined Terms	
Term	Definition
Acceptance	Formal written acceptance of the Work by the Department after completion of all Work specified in the PDB Contract to be completed by the Final Completion date to the satisfaction of the Department.
Addenda/Addendum	Supplemental additions, deletions, and modifications to the provisions of the RFQ/P issued after the release of the RFQ/P.
Best Value	A value the Department will determine by evaluation of objective criteria that relate to price, features, functions, lifecycle costs, experience, and past performance. A Best Value determination involves a tradeoff between price and other specified factors.

Table 1-1. Defined Terms	
Term	Definition
Commercially Useful Function	The requirements for Small Business firms set out in: Government Code § 14837 and Title 2 CCR § 1896.15 and set out for Disadvantaged Veteran Business Enterprise firms in Military and Veteran's Code § 999(b)(5)(B) and Title 2 CCR § 1896.71.
Department	The California Department of Water Resources (DWR).
Department's Project Criteria	The criteria set out by the Department in PDB Contract, Appendix D, which may include the Department's budget, objectives, scope, minimum technical requirements, Design Criteria, quality, workmanship, operational requirements, materials, equipment, Performance Requirements, schedule, and other requirements that describe the Department's intent, govern the Design-Builder's performance of the Work, and must be met by the Project delivered by the Design-Builder.
Designated Contact	The Department's sole contact person and addressee for receiving all communications about the Project during the procurement process as set forth in RFQ/P Section 4.4.
Design-Builder	The entity which will enter into the PDB Contract with the Department and may also be identified as the Contractor or Design-Build Entity.
Design-Builder Fee	The total percentage for Home Office Overhead and Profit for Phase 2 Work (to be stated in RFQ/P Attachment A, Form G-1: <i>PDB Price Proposal Form</i> .)
Design-Build Team	The Design-Builder itself, the Key Personnel and Key Participants identified by the Design-Builder in its SOQ/P including the Lead Designer and Engineer of Record, and may include Subcontractors, Suppliers, vendors, and other individuals and entities performing Work.
Engineer of Record	The professional engineer(s) licensed in the State of California in good standing designated by the Design-Builder and acceptable to the Department as the engineer responsible for the preparation, signing, dating, sealing and issuing of the engineering documents relating to a portion of or all of the Design-Build Work.
Evaluation Team	Those assigned by the Department to review and assess SOQ/Ps using the criteria set forth in this RFQ/P.
Final Completion	Completion of the Phase 2 Work as set forth in PDB Contract, Section 12.20.
Generative Artificial Intelligence (GenAI)	An artificial intelligence system that can generate derived synthetic content, including text, images, video, and audio that emulates the structure and characteristics of the system's training data. (See Gov. Code § 11549.64.)
Guaranteed Maximum Price (GMP)	The maximum payment amount agreed upon by the Department and the Design-Builder for the Design-Builder to finish all Work included in a Phase 2 Amendment.

Table 1-1. Defined Terms	
Term	Definition
Guaranteed Maximum Price (GMP) Proposal	The Design-Builder's proposal for Phase 2 that includes all information required by PDB Contract, Section 11.6 and PDB Contract, Appendix A: Phase 1 Scope of Work. If the GMP Proposal is accepted by the Department and the Design-Builder, it becomes the Accepted GMP Proposal.
Home Office Overhead	The indirect fixed costs necessary to operate a Design-Builder's business that cannot be directly attributed to a single specific project. These company-wide costs are incurred for the benefit of all ongoing projects and typically include, but not limited to, executive/administrative salaries, office rent, utilities, insurance, taxes, and accountings. The Design-Builder's Home Office Overhead is the same rate that would be used by Design-Builder on all projects for contractor home office overhead and is an audited rate. It would not vary by project. The Design-Builder's Fee for Home Office Overhead and Profit, as stated in PDB Contract, Section 33.2, includes full compensation for all home office fixed or administrative costs.
Information Letter(s)	A letter or other notification to prospective Submitters containing information regarding the procurement process.
Key Participants	Participants (firms) fulfilling key roles for the Design-Builder that are required for the successful delivery of the Project. Key Participants include subcontractors, vendors, or other participants and associations that will be dedicated participants and are proposed as part of the Design-Build Team.
Key Participant Fee	The total percentage for Home Office Overhead and Profit for Phase 2 Work for each Key Participant to be negotiated before execution of the PDB Contract.
Key Personnel	Qualified personnel (individuals) proposed as part of the Design-Build Team who will fulfill key positions and 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 included in the SOQ/P submittal are identified in RFQ/P Table 5-1, Detailed SOQ/P Contents Requirements, Evaluation Criteria, and Considerations (see requirements for SOQ/P Attachment 1: Key Personnel Information). Note: If an individual identified as a Key Personnel is not employed by the Submitter, then the Key Personnel's firm will be considered a Key Participant.
Lead Designer	The Design-Builder's primary engineer or other design consultant who is the single point of responsibility for the design of the Project and for directing and coordinating other designers on the Project.
Performance Requirements	The Department's requirements for the Project that must be demonstrated through Performance Testing.

Table 1-1. Defined Terms	
Term	Definition
Performance Testing	The formal testing of the entire Project conducted in accordance with the Design-Builder's Performance Testing Plan as approved by the Department. Performance Testing is intended to demonstrate that the Project can successfully meet the Performance Requirements over a range of expected conditions and over a designated time period.
Phase 1 (Design and Preconstruction Phase)	The period following the execution of the PDB Contract in which the Design-Builder completes necessary design and preconstruction tasks.
Phase 2 (Construction Phase)	The period following agreement by the Design-Builder and the Department on a Guaranteed Maximum Price Proposal and Phase 2 Amendment in which the Design-Builder completes necessary construction services. Phase 2 may be divided into multiple Work Packages.
Profit	The portion of the Design-Builder's Fee, separate from Home Office Overhead, that compensates the Design-Builder for performing the Work.
Progressive Design-Build (PDB)	A project delivery process in which the design, preconstruction services, and construction of a project are procured, in one or two steps, from a single entity that is selected through a Best Value-based selection at the earliest feasible stage of that project.
Progressive Design-Build Contract or PDB Contract	Includes: 1) the written PDB Contract, including all appendices, between the Department and the Design-Builder setting forth the obligations of the parties; 2) any amendments to add Phase 2 work, 3) all Deliverables; and 4) any other written amendments to the PDB Contract agreed to in writing by the parties.
Project	The Kane Spring Project as described in RFQ/P Section 2 and in PDB Contract, Appendix D: Department's Project Criteria.
Project Site(s)	The location(s) identified and described in RFQ/P Section 2 and in PDB Contract Appendix D: Department's Project Criteria. Collectively these Sites are referred to as Project Sites and are inclusive of all the locations in the Project. Individually these will be referred to as a "Site."
Request for Qualifications and Proposals (or RFQ/P)	This written solicitation issued by the Department to obtain Statements of Qualifications and Proposals (SOQ/Ps) from Submitters qualified to serve as the Design-Builder for the Progressive Design-Build (PDB) Kane Spring Project (Project) located along the southwest shore of the Salton Sea near the City of Brawley.
Right of Way	All estates and interests in real property, and licenses and permits authorizing occupancy and use, that are necessary for the Project.
State	The State of California, including its elected officials, employees, and its authorized representatives, and each department and agency.

Table 1-1. Defined Terms	
Term	Definition
Statement of Qualifications and Proposal (or SOQ/P)	The information prepared and submitted by a Submitter in response to this RFQ/P.
Submitter	The entity submitting an SOQ/P for the Project.
Submitter Representative	The Submitter's single point of contact for all procurement-related communication with the Department, identified in the Submitter's SOQ/P.
Work	Everything required to fulfill the Design-Builder's obligations under the PDB Contract, including any amendments thereto, to the satisfaction of the Department.
Work Package	A discrete and defined portion of the Project with its own GMP.

1.4 Acronyms and Abbreviations

CDFW	California Department of Fish and Wildlife
CEQA	California Environmental Quality Act
CNRA	California Natural Resources Agency
COI	Conflict of Interest
DB	Design-Build
Department	Department of Water Resources
DIR	Department of Industrial Relations
DVBE	Disabled Veteran Business Enterprise
GAAP	Generally Accepted Accounting Principles
GenAI	Generative Artificial Intelligence
GMP	Guaranteed Maximum Price
IFRS	International Financial Reporting Standards
IID	Imperial Irrigation District
NEPA	National Environmental Policy Act
PCC	California Public Contract Code
PDB	Progressive Design-Build
QA/QC	Quality Assurance/Quality Control
RFQ/P	Request for Qualifications and Proposals
SB/MB	Small Business/Microbusiness
SCH	Species Conservation Habitat
SSMP	Salton Sea Management Plan
SSP	Salton Sea Program (formerly Salton Sea Management Program)
SOQ/P	Statement of Qualifications and Proposal
YTD	Year to Date

1.5 Information Available on Cosmos and Cal eProcure

The Department has established a secure server (Cosmos) for the distribution of Information Letter(s), 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.

The Department may add or delete documents, or issue addendum or Information Letters on Cosmos at any time. Each Submitter is solely responsible for ensuring that it has the appropriate software which allows the Submitter to view and download the materials from Cosmos. Access to Cosmos will enable Submitters to receive notifications of any updates or new documents uploaded to Cosmos; however, each Submitter is solely responsible for checking Cosmos frequently for the addition, deletion, or amendment of the materials.

Access to Cosmos is obtained by emailing the Department's Designated Contact (RFQ/P Section 4.4) at: DWR-CDP@water.ca.gov.

2 PROJECT AND TECHNICAL INFORMATION

Flows into the Salton Sea have declined in recent years, and the result is a shrinking, increasingly saline lake. As the Salton Sea recedes, previously submerged lakebeds are being exposed, creating dust that is of concern to local communities. The California Natural Resources Agency (CNRA), the California Department of Water Resources (Department) and the California Department of Fish and Wildlife (CDFW) are implementing the Salton Sea Program (SSP), which includes a 10-year plan that aims to improve conditions by constructing 29,800 acres of habitat and dust suppression projects around the Sea.

The 10-year plan envisions a range of activities for habitat creation and dust management as the Salton Sea recedes over 2018-2028. The California State Water Resources Control Board (SWRCB), through Stipulated Order WRO 2017-0134, revising WRO 2002-0013, outlines annual and cumulative target areas for restoration through the creation of fish and wildlife habitat (habitat) and dust suppression projects to reduce the emissions of particulate matter into the air from the exposed lakebed around the Salton Sea.

The concept for the Kane Spring Project (formerly called the Trifolium Extension Multi-Benefit Project) was originally developed by the Imperial Irrigation District (IID) as a part of its Salton Sea Air Quality Mitigation Program (SSAQMP), in collaboration with the Bureau of Reclamation (Reclamation) (IID, 2023). Since early 2023, IID and the State have discussed the potential to collaborate on Project design and ultimately for the SSP to lead construction of the Project. In the first quarter of 2024, the Kane Spring Project transitioned to the State's Salton Sea Program and planning began. Figure 1 presents the Kane Spring Project boundary that is approximately 5,099 acres.

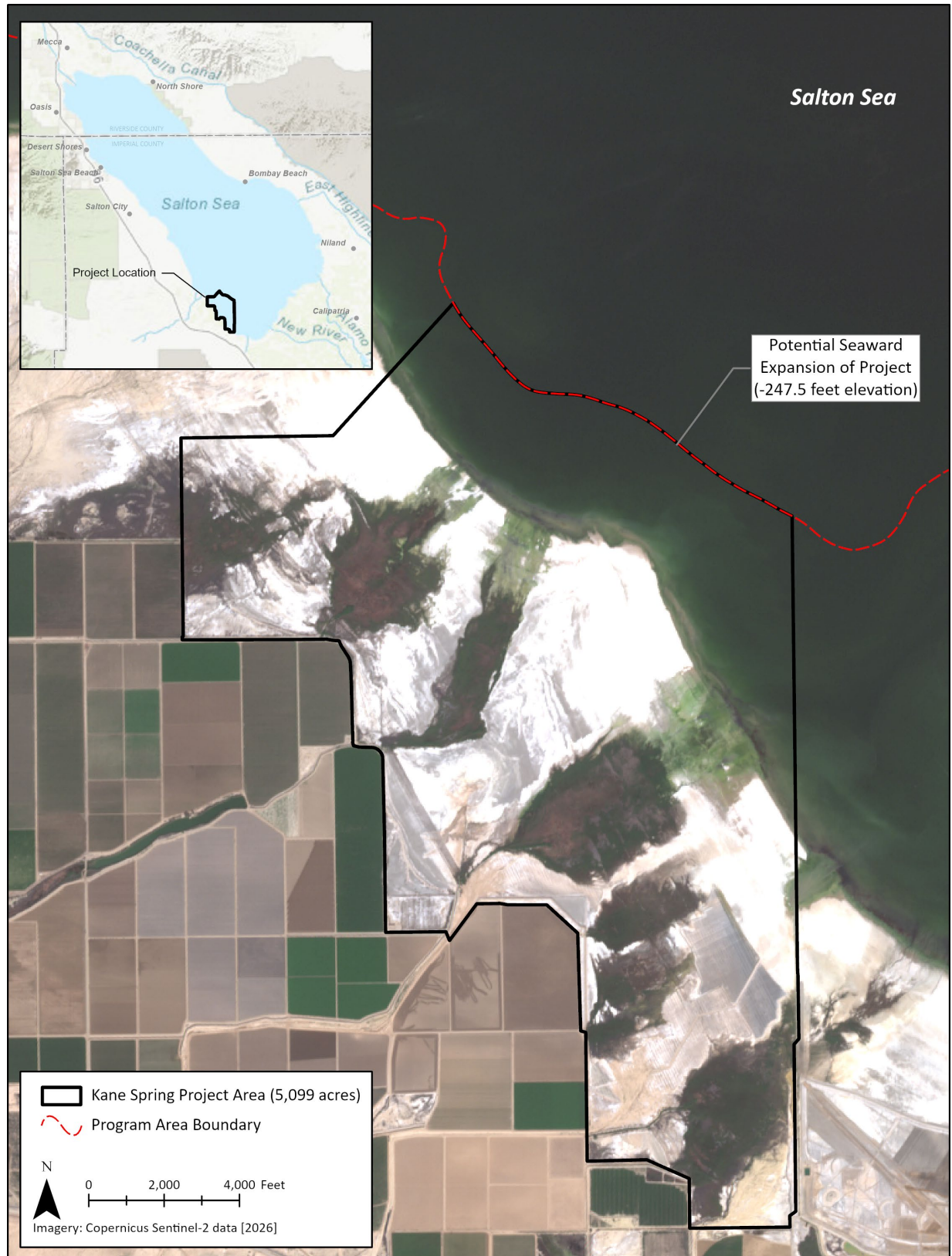


Figure 1. Site location and boundary of the Kane Spring Project

2.1 General Project Description

Kane Spring is a multi-benefit Project that will include water-based and vegetation-based dust control measures, additional shoreline bird habitat, improved water use efficiency within the Project Site, and wetlands enhancement. To accomplish this, the project will include the design and construction of ponds, ditches, berms, vegetation enhancement, and wetlands enhancement.

The Project design (Phase 1) will include the entire project area (5,099 acres) to elevation -247.5'. Project construction (Phase 2) may be implemented in multiple Work Packages as funding allows. As the project footprint expands toward elevation -247.5' beyond the 3,206-acre concept, the project could incorporate larger vegetation enhancement areas, ponds, or other features that meet the Project goals. This concept is described further in PDB Contract, Appendix D.

Wetlands and open-water habitats are intended to be supported by three complementary water sources – agricultural drains, the West Interception Ditch, and Species Conservation Habitat (SCH) Project pond water, providing flexibility to manage hydrology and salinity, sustain wetland vegetation, and advance habitat and dust-control objectives aligned with the Salton Sea Program. Water for the vegetation enhancement areas will be sourced from groundwater wells. Water sources are described further in PDB Contract, Appendix D.

A proposed Project concept and phased buildout is provided in the Kane Spring Conceptual Design, prepared by Tetra Tech for the Department, and included in Appendix B: Reference Documents. The proposed concept includes the following features and will be reviewed and evaluated by the selected Design-Builder during Phase 1:

- **Pupfish habitat ditch:** This ditch provides pupfish habitat and captures water from the existing agricultural drains. This ditch will have control structures that manage the flow to existing wetlands at the site.
- **Conveyance Ditch:** These direct water by gravity flow from the existing SCH West Interception Ditch to four Project ponds. Weir overflow structures will allow for flood overflow from the upstream watershed.
- **Ponds:** Saline ponds connected via conveyance ditches to create additional bird and fish habitat.
- **Wetlands Enhancement:** Maintain existing wetlands at either their current size and condition or equivalent value and enhance them by means of tamarisk removal and revegetation with native plants and seeds.
- **Vegetation Enhancement Areas:** Enhancement areas are located between the existing wetlands. Irrigation system will be connected to future groundwater wells (constructed by others) to these vegetation areas.
- **Berms and Open Crossings:** Berms created in conjunction with ditches and ponds to provide protection from flooding.

2.2 Project Goals and Delivery Objectives

Project Goals. The fundamental goals of the Project are (1) to enhance and improve water use efficiency of drain water on the lakebed to stabilize and manage wetland habitat while avoiding and minimizing impacts on the existing biological resources at the site; and (2) to maintain and create pupfish habitat.

The multi-benefit Project will implement water-based dust control measures, which will also provide additional shoreline bird habitat and vegetation-based dust control. Water use efficiency will be improved by rerouting of relatively fresh drain water, which currently flows to the Sea, for use on both current and future exposed lakebed. Current Project objectives can be found in PDB Contract, Appendix D: Department's Project Criteria (provided via Cosmos).

Delivery Objectives. The Department has elected to use the Progressive Design-Build delivery method to meet the following procurement and delivery objectives:

1. **Increased construction cost and schedule certainty** through early alignment on scope, pricing, and Work sequencing approach—supporting delivery within agreed-upon budget and schedule once Phase 1 is approved by all parties.
2. **Flexibility to scale the Project** as funding availability, site access, and priorities evolve, enabling informed decisions on expanding the Project footprint.
3. **Improved constructability and value engineering** by integrating contractor expertise during Phase 1 to refine design, evaluate alternatives, and optimize construction sequencing before price and schedule are finalized.
4. **Selecting a Design-Builder through a best-value selection process** that emphasizes qualifications, relevant experience, team integration, and appropriate consideration of pricing.
5. **Enhanced collaboration and innovation** through close coordination among the Department, the Design-Builder, and third parties—enabling more creative solutions and a stronger ability to proactively manage risk and adapt to Project challenges as they arise, compared to traditional design-bid-build delivery.

2.3 Location and Site Description

The Project Site is located along the southwest shore of the Salton Sea in Imperial County, approximately 17 miles northwest of the City of Brawley. A description of the Project Site can be found in the PDB Contract, Appendix C: Existing Site Information (provided via Cosmos).

2.4 PDB Contract Reference Documents

A list of Reference Documents containing information on the Project status, preliminary investigations, and/or preliminary engineering to support Project development can be found in the PDB Contract, Appendix B: Reference Documents (provided via Cosmos). The Department has distinguished between information that may be relied on and information that may not be relied upon.

2.5 The Department's Preliminary Project Criteria

The criteria set out by the Department in PDB Contract, Appendix D: Department's Project Criteria (provided via Cosmos) which may include the Department's budget, objectives, scope, minimum technical requirements, Design Criteria, quality, workmanship, operational requirements, materials, equipment, Performance Requirements, schedule, and other requirements that describe the Department's intent,

govern the Design-Builder's performance of the Work, and must be met by the Project delivered by the Design-Builder.

The Department will collaborate with the Design-Builder during Phase 1 Design and Preconstruction to finalize the Department's Project Criteria prior to amending the PDB Contract for Phase 2 Work.

2.6 Coordination with Other Entities

Information related to the coordination with other entities can be found in PDB Contract, Appendix D: Department's Project Criteria (provided via Cosmos), Section 4, Coordination with other Entities.

2.7 Required Permits and Approvals

Information related to permits and approvals that will or may be required for the Project can be found in PDB Contract, Appendix E: Approvals and Reviews (provided via Cosmos). Also see Appendix E for a description of the Salton Sea Management Program Phase I: 10-Year Plan, a State of California program to deliver large-scale habitat restoration and dust suppression projects on exposed Salton Sea lakebed over approximately ten years. Under the program, Kane Spring and other eligible projects utilize a federal permitting framework approved by the U.S. Army Corps of Engineers (USACE) to proceed efficiently under Clean Water Act Section 404 authorization, using streamlined Letters of Permission, while maintaining compliance with applicable environmental and cultural resource requirements.

The permits and approvals identified in Appendix E are based on information known or reasonably anticipated by the Department at the time of issuance of this RFQ/P. The final list, scope, responsibility, and applicability of permits and approvals will be refined during Phase 1 in coordination with the Department and applicable regulatory agencies, based on the more detailed Project scope and definition. The Design-Builder will work collaboratively with the Department during Phase 1 to identify, confirm, and support the development of the final permitting and approvals list for the Project.

2.8 Estimated Cost and Funding

The Department's preliminary estimate of the cost of design and construction for the Kane Spring Project is (in 2026 U.S. dollars) is \$120M-\$130M. Current funding is \$65M which provides for the funding of all Phase 1 activities for the entire Kane Spring Project and a portion of estimated Phase 2 activities. The Salton Sea Program is currently seeking additional funds for the remaining Phase 2 activities.

The Kane Spring Project is currently funded by the Safe Drinking Water, Wildfire Prevention, Drought Preparedness, and Clean Air Bond Act of 2024 (also known as Proposition 4).

2.9 Current Project Schedule

The Department's current Project schedule is summarized in Table 2-1 below. All dates are subject to change at the sole discretion of the Department.

Table 2-1. Current Project Schedule	
Milestone	Date
Project Schedule	
Completion of CEQA Clearance	July 2026
Estimated Phase 1 PDB Contract Effective Date	April 2027
Kane Spring (currently funded): Estimated Phase 2 Construction Amendment Effective Date	November 2027
Kane Spring (currently funded): Phase 2 Estimated Final Completion Date	December 2029
Future (currently unfunded) Work: Estimated Phase 2 Construction Amendment Effective Date	TBD - Depending on funding

3 DESIGN-BUILD SERVICES AND PDB CONTRACT

3.1 Department and Design-Builder's Respective Responsibilities

The Design-Builder will be responsible for furnishing all labor, material, equipment, and services for the Project, including, but not limited to, design, construction, startup and commissioning, provision of Project warranties, obtaining and/or amending certain permits and preparing environmental review documents (as specified in PDB Contract, Appendix E: Approvals and Reviews, provided via Cosmos), complying with legal requirements, safety management, and quality management. The Design-Builder will be responsible for completing the Project within the cost and time frame set forth in the PDB Contract.

The Department does not require a specific form of contractual arrangement between the Design-Build Team members, but the Design-Builder that intends to enter into the PDB Contract with the Department must be a California licensed Class A General Engineering Contractor.

The Department's responsibilities generally include providing Department's preliminary Project criteria, furnishing certain data and information regarding the Project, reviewing and commenting on submittals, obtaining certain permits, providing funding, providing contract oversight, and quality assurance oversight.

General responsibilities of the Department and the Design-Builder are summarized in [Table 3-1](#) below to help clarify scope allocation for this Project. These descriptions are indicative and subject to revision by the Department.

Table 3-1. Department and Design-Builder Roles and Responsibilities		
General Area	Department's Responsibilities	Design-Builder Responsibilities
Project Management	Guide overall Project strategy	Single point of responsibility for design and construction

Table 3-1. Department and Design-Builder Roles and Responsibilities		
General Area	Department's Responsibilities	Design-Builder Responsibilities
	• Provide Project funding • Review scope, schedule, and price • Participate in discussions with other entities and interested parties • Provide QA/QC oversight of Design-Builder's QA/QC plan and conformance to PDB Contract	• Identify and manage Project risks and response strategies • Prepare and maintain overall Project schedule; evaluate if current scope can be delivered within the constraints of the schedule • Develop and implement all plans and protocols required for design and construction including document control, communication protocols, safety, security, quality management, and others required by the PDB Contract • Provide QA/QC on all Work • Support Project-related public involvement activities • Coordination with interested parties or other entities, contractors, and utility owners (as necessary) as described in RFQ/P Section 2.6.
Design and Preconstruction	• Provide Project Criteria • Review required design deliverables and construction planning deliverables • Furnish existing studies and data • Obtain Right of Way access for the Project site • Obtain CEQA/NEPA clearance and review Design-Builder provided environmental documents • Oversight of permitting efforts for permits which the Department is responsible as defined in the PDB contract • Participate in the alternatives analysis process	• Design and plan Work in conformance to requirements and standards established in the PDB Contract • Supervise the Design-Build Team and its personnel, subconsultants, subcontractors, and suppliers • Perform preliminary engineering, such as additional surveys, site, and geotechnical investigations (geology reports) to support the Project planning and design • Design of all Project components including internal constructability reviews • Identify Project risks and proposed response strategies • Prepare and maintain an open book cost model (to be used for subsequent cost estimates). Key Participants responsible for construction are also required to provide cost estimates for Work they intend to perform in an open book format. • Provide value engineering and constructability input, identify errors, omissions, or ambiguities to improve value engineering and constructability, determine if the required tools, methods, techniques, and technology are available and sufficient to deliver the Project • Propose alternative construction staging concepts

Table 3-1. Department and Design-Builder Roles and Responsibilities		
General Area	Department's Responsibilities	Design-Builder Responsibilities
	Review designs and construction plans for compliance with statutory and regulatory requirements	- Develop GMP Proposals and negotiate in good faith - Provide services required by the Phase 1 Scope of Work as well as any additional Department-requested services (see PDB Contract, Appendix A: Phase 1 Scope of Work) - Obtain environmental clearance for construction areas or design changes outside of the Right of Way. - Provide design specifications and design supporting documents to be included in permits and/or CEQA/NEPA environmental packages - Obtain those permits assigned to the Design-Builder in the PDB Contract Appendix E: Approvals and Reviews. - Obtain any temporary construction permits or approvals required for execution of the Work, including, but not limited to off-site storage, parking facilities etc. - Coordinate with utility providers and the Department for provision of temporary construction utilities - Plan and implement additional environmental studies required for preparation of environmental review documents or permit conditions - Provide and coordinate site access for Department staff and other interested parties (as needed) - Notify the Department and appropriate regulatory agency of discovery of pre-existing harmful and/or hazardous materials at the Project Site - Utility coordination and (as required) relocation. - Identify existing facilities, utilities and survey monuments
Construction	- Conduct independent inspections and reviews - Monitor activities for compliance with statutory and regulatory requirements - Oversight of DB entities planning, and implementation of studies required under	- Provide and coordinate site access for Department staff and other interested parties (as needed) - Notify the Department and appropriate regulatory agency of discovery of pre-existing harmful and/or hazardous materials at the Project Site - Protect existing facilities, utilities, and survey monuments, as defined in Phase 1 - Protect existing wetland and habitat areas, as defined in Phase 1

Table 3-1. Department and Design-Builder Roles and Responsibilities		
General Area	Department's Responsibilities	Design-Builder Responsibilities
	environmental review documents or permit conditions, including monitoring	• Provide engineering support during construction and as-built record drawings upon completion of the Work • Provision of temporary works, such as temporary fencing, temporary power, temporary relocation of drainage, and temporary access • Deliver constructed Work • Perform environmental monitoring and reporting • Manage self-performing and subcontracted Work • Maintain site safety and security • Perform commissioning and startup activities and meet all associated requirements • Successfully complete any required Performance Testing • Successfully meet the requirements of the Monitoring Period • Provide Project warranties and guarantees

3.2 Draft PDB Contract

The draft PDB Contract, including its draft Appendices, is provided via Cosmos. It sets out the requirements for both the Design-Builder and the Department. The Department understands the advantages inherent in PDB project delivery and intends to collaborate with the Design-Builder during Phase 1 of the Project to adjust the scope of construction work to reflect the Design-Builder's optimized solutions, where it is in the Project's best interest to do so.

Certain elements of the PDB Contract, including its appendices, will require SOQ/P-specific information to complete. Submitters must be aware that, if selected, information included in their SOQ/P may be included in the final PDB Contract. See RFQ/P Section 6.5 for additional Project requirements.

4 PROCUREMENT PROCESS

4.1 Procurement Process Overview

The purpose of the RFQ/P is to solicit SOQ/Ps from interested PDB teams. The Department will use a single-step, Best Value procurement process to select a Design-Builder to deliver the Project. The Department's procurement process begins with the Department's issuance of this RFQ/P to Submitters and ends with the execution of a PDB Contract with the Design-Builder whose SOQ/P is determined to have offered the Best Value to the Department.

4.1.1 RFQ/P and SOQ/P Process

The Department's single-step procurement process for the RFQ/P and SOQ/P evaluation step includes the following:

- Issuance of the RFQ/P, draft PDB Contract, and Project related information.
- Project site visit.
- One-on-one meetings with Submitters to discuss their potential concepts and technical and nontechnical issues related to the RFQ/P and the draft PDB Contract.
- Submission of written questions.
- Issuance of Information Letter(s) and any Addenda to the RFQ/P and to the draft PDB Contract.
- Submission of SOQ/Ps.
- Responsiveness evaluation.
- Pass/fail evaluation.
- Reference checking.
- Initial evaluation and scoring of SOQ/Ps by the Department.
- Interviews with shortlisted Submitters (at the Department's sole discretion).
- Final scoring and determination of the highest-ranked Submitter.
- If negotiations are successful, execution of the PDB Contract with the selected Submitter.
- If the Department is not able to successfully negotiate with the highest-ranked Submitter, it may proceed to negotiate with the next highest-ranked Submitter.

4.1.2 One-on-One Meetings

Submitters will have the opportunity to conduct one-on-one meetings with the Department, as scheduled in RFQ/P Section 4.3, to discuss technical and nontechnical issues.

- **Technical One-on-One Meeting.** The purpose of the technical one-on-one meeting is to give each Submitter an opportunity to provide insight into their respective technical approach. The Department encourages Submitters to identify any technical issues including, but not limited to, comments on the Department's Preliminary Project Criteria, design approach, logistics, scheduling, necessary equipment and materials, and constructability. Nontechnical issues will not be addressed during this technical one-on-one meeting.
- **Nontechnical One-on-One Meeting.** The purpose of the nontechnical one-on-one meeting is to give each Submitter an opportunity to discuss the draft PDB Contract and RFQ/P submittal requirements prior to submitting a SOQ/P. The Department encourages Submitters to identify any nontechnical issues including but not limited to: risk identification, allocation, and management; bonds and insurance; the Department's estimated price and available funding; open book cost estimating, approach to GMP negotiations; and payment amounts and methods. This meeting will focus only

on nontechnical issues identified by the Submitter. Technical issues will not be addressed during the nontechnical one-on-one meeting.

Submitters must provide the Department's Designated Contact with an attendee list and an agenda containing a list of prioritized issues it would like to discuss, at least 5 days prior to the scheduled meeting date.

These one-on-one meetings will not be scored or otherwise evaluated as part of the selection process. The Department intends to keep discussions from these meetings confidential except as provided below or if the information discussed merits changes to the RFQ/P or draft PDB Contract, in which case the Department will issue an Addendum. The Department will not disclose to other Submitters the source of the information leading to the Addendum.

Please be advised that all records submitted to the Department will become property of the Department. Any information that is not exempt from the California Public Records Act may be publicly disclosed after execution of the PDB Contract. Information provided will not be shared with the public or other Submitters during the procurement. See RFQ/P Section 6.4 for more information.

If the Submitter desires that the Department consider any requested edits to the PDB Contract, the Submitter must transmit a completed RFQ/P Attachment A, Form F-1: *Requested Technical Edits to the PDB Contract (including the Appendices)* and/or RFQ/P Attachment A, Form F-2: *Requested Nontechnical Edits to the Draft PDB Contract (including the Appendices)* to the Department after their scheduled one-on-one meetings, via the communication protocol outlined in RFQ/P Section 4.5.

4.1.2.1 One-on-One Meeting Ground Rules

One-on-one meetings will generally be structured according to the following ground rules:

- Apart from any Project update and introductory comments to be presented by the Department and its representatives, the agenda for each meeting is at each Submitter's discretion.
- Submitters must provide their agendas 5 days prior to their scheduled meeting date.
- No information, discussion, or comments provided by the Department or its representatives during one-on-one meetings will be binding on the Department or final. Submitters are reminded that only official, written communication included in the RFQ/P and any Addenda, and Information Letters, will contain the Department's definitive information, requirements, and instructions.
- The Department will not discuss any information submitted by other Submitters as part of this procurement, at any time. The Department will discuss information related to a Submitter's own submittal, as requested by the Submitter.
- Submitters may not seek to obtain an unfair competitive advantage over any other Submitter. These meetings are not intended to provide any Submitter with access to information that is not similarly available, or made available, to other Submitters. Accordingly, material information about the Project or procurement that the Department reveals or discusses in response to questions raised in a one-on-one meeting will be made available to the other Submitters unless the Department, in its sole discretion, determines that disclosure of such information:

- Would impair the confidentiality of information submitted by a Submitter as part of this procurement.
- Is not necessary in order to address an error in the RFQ/P.
- Is not necessary for purposes of fairness and transparency.
- Is not required by the Public Records Act.
- Logistics:
 - Two one-on-one meetings will be held with each Submitter: a meeting to discuss technical issues and a meeting to discuss nontechnical issues.
 - Each meeting will be scheduled for up to 2 hours at a time and location determined by the Department. All Submitters will have the same amount of time for their meetings.
 - Attendance at the one-on-one meetings will be limited to eight attendees.
 - No recordings or photos of the session will be permitted.
 - There will be no formal written notes taken, although individuals may take their own written notes.
 - Submitters may use a projection system if they wish to present materials, but a formal presentation is not required nor expected.
 - The Department and its advisors will not retain any printed or other materials from Submitters (Submitters may provide printed handouts for reference, but they will be returned to Submitters at the end of the meeting).

4.2 RFQ/P Acknowledgement

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

4.3 Procurement Schedule

The following Table 4-1 sets forth the anticipated procurement schedule and is subject to revisions by Addendum to this RFQ/P.

Table 4-1. Procurement Schedule	
Procurement Activity	Date
Issue RFQ/P	August 28, 2026
Deadline for pre-registration for the mandatory site visit	September 23, 2026
Mandatory Site Visit	October 1, 2026
One-on-One Meetings with Submitters	Nontechnical: October 5-9, 2026 Technical: October 12-16, 2026
Deadline for <u>receipt of Submitter's written questions</u> , requests for clarifications to the RFQ/P, and suggested edits to the draft PDB Contract (including its Appendices) via Forms F-1 and F-2	October 23, 2026
Deadline for <u>Department's response</u> to the Submitter's written questions and requests for clarifications to the RFQ/P	November 20, 2026
SOQ/P Due Date	December 4, 2026 by 3 p.m.
Interviews with shortlisted Submitters	January 11-15, 2027
Anticipated Ranking Determination and Selection for Negotiations	Mid-February 2027
Negotiations	February – April 2027
Anticipated award and execution of PDB Contract	April 2027

4.4 Designated Contact

The Designated Contact will serve as the Department's point of contact throughout the procurement process. The procurement process begins on the date of issuance of the RFQ/P and is anticipated to be complete with the award of the PDB Contract. Unless otherwise specifically noted in this RFQ/P or authorized by the Designated Contact, Submitters are prohibited from contacting any other Department employee or any of the entities listed in RFQ/P Section 4.8 regarding the Project, this RFQ/P, or any other aspect of the Department's procurement process. Under normal circumstances, the Designated Contact will contact a Submitter in writing through the Submitter's Representative.

Submit any and all inquiries and comments by email or hard copy letter. Only written inquiries will be accepted:

California Department of Water Resources
Division of Engineering – Collaborative Delivery Program
Attention: Ilene Wellman-Barbree, Collaborative Delivery Manager
Reference No. DB-2026-1
715 P Street, 4th Floor
Sacramento, California 95814
Email: DWR-CDP@water.ca.gov

4.5 Communication Protocols

The rules of contact for Communication Protocols apply throughout the Project procurement process. These rules are designed to promote a fair, unbiased, and legally defensible procurement process.

4.5.1 RFQ/P Questions

Submitters may submit written questions about the RFQ/P, draft PDB Contract and its appendices, and RFQ/P reference documents, to the Department's Designated Contact at any time before the time and date for clarification questions identified in RFQ/P Table 4-1, Procurement Schedule. Submitters must designate their questions as "Confidential" or "Non-Confidential."

- Confidential questions are restricted to those related to a given Submitter's proprietary approach (e.g., their technical solution) or specific Submitter circumstances (e.g., ability to meet insurance or bonding requirements) that would justify a confidential response.
- Questions marked "Confidential" that, in the Department's sole opinion, warrant a response to all Submitters (e.g., changes or clarification of requirements or interpretation of RFQ/P) or that, in the Department's sole determination, do not contain proprietary information will be returned to the Submitter unanswered, with a request to withdraw the question or to submit it on a non-confidential basis.

Any questions the Submitter believes include information exempt from the Public Records Act must be designated as such in accordance with RFQ/P Section 6.4. The Department reserves the right to disagree with a Submitter's characterization of any information it may provide as being exempt from the Public Records Act.

4.5.2 Requested Edits to the Draft PDB Contract

All Submitters may request that the Department make edits to the draft PDB Contract, including the appendices. Further, the Department intends to use the one-on-one meetings described in RFQ/P Section 4.1.2 as an initial forum for Submitters to identify any concerns with the procurement documents and technical requirements.

Technical Edits. Submitters are instructed to provide all requested technical edits to the Department, using RFQ/P Attachment A, Form F-1: *Requested Technical Edits to the draft PDB Contract (including the Appendices)* via the communication protocol outlined in RFQ/P Section 4.5, and prior to the deadline for all requested edits identified in RFQ/P Section 4.3. Proposed edits provided without a corresponding rationale or justification for each may not be considered.

Nontechnical Edits. Submitters are instructed to provide all requested nontechnical edits to the Department, using RFQ/P Attachment A, Form F-2: *Requested Nontechnical Edits to the draft PDB Contract (including the Appendices)* via the communication protocol outlined in RFQ/P Section 4.5, and prior to the deadline for all requested edits identified in RFQ/P Section 4.3. Proposed edits provided without a corresponding rationale or justification for each may not be considered.

Following receipt of any requested edits, the Department will review and consider whether to revise the PDB Contract. However, the Department is under no obligation to make such changes and may choose not to issue any amendments.

Edits to the Phase 1 Scope of Work. Submitters are instructed to provide all suggested supplemental or deductive scope to Task 4 Site Investigation and Task 5 Alternatives Analysis and Work Packages as currently listed in PDB Contract, Appendix A: Phase 1 Scope of Work using RFQ/P Attachment A, Form F-3: *Submitter Comments on the Phase 1 Scope of Work* as described in RFQ/P Table 5-1, Detailed SOQ/P Contents Requirements, Evaluation Criteria, and Considerations.

Following receipt of any requested edits, the Department will review and consider whether to revise the PDB Contract. However, the Department is under no obligation to make such changes and may choose not to issue any amendments.

4.5.3 Responses to Questions and Requested Edits to the PDB Contract

Any response by the Department to questions and requested edits to the draft PDB Contract, including the appendices, will be provided in writing within a reasonable time following receipt, subject to the cut-off dates set forth in RFQ/P Table 4-1, Procurement Schedule. However, the Department may determine, in its sole discretion, to respond to all, some, or none of the questions. In any circumstance where the Department provides oral responses, the responses will not be binding on the Department.

Department Responses to Non-confidential questions and requested edits to the PDB Contract will be responded to via an Information Letter or RFQ/P Addenda. The Department may rephrase or consolidate questions as it deems appropriate. The Department will not disclose the Submitters' names and contact information when responding to questions.

- **RFQ/P Addendum:** An Addendum will be issued if: 1) a Department response to a Submitter's question will modify the RFQ/P or the PDB contract; and/or 2) any agreed-upon edits to the draft PDB Contract are incorporated into a final draft PDB Contract.
- **Information Letter:** An Information Letter will be issued to document: 1) Department responses to Submitters' questions that do not modify the RFQ/P or the PDB Contract; and/or 2) any proposed edits to the PDB Contract that are not accepted, along with the Department's responses.
- The Department will post Information Letters and Addenda on Cosmos and all Submitters registered on Cosmos will be notified.

Department Responses to Confidential Questions. If a question is marked "Confidential," a direct response to the originating Submitter will be considered unless the response: 1) has the potential to provide an unfair advantage, or 2) affects the requirements of, or clarifies, the RFQ/P documents, or 3) the Department disagrees with the Submitter's designation of confidential or non-confidential and elects not to answer the question.

In the event of a Public Records Act Request. For the duration of the procurement (through PDB Contract execution), any confidential questions submitted by Submitters will not be disclosed to the other

Submitters or to the public. Following the procurement, after execution of the PDB Contract, documents containing questions and responses will be handled in accordance with RFQ/P Section 6.4.

4.5.4 Rules of Contact

Submitters are required to conduct the preparation of their SOQ/Ps with professional integrity and must not engage in improper communications or attempt to influence the procurement process. 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/P after the issuance date of this RFQ/P, except as specifically permitted hereby or approved in advance by the Department. Contact might include, but is not limited to, face-to-face, telephone, email, or video, or hard copy communication. Any verified allegation that a responding Submitter team or team member, or an agent or consultant of the foregoing, has made such contact or attempted to influence the evaluation, ranking, and/or selection of Submitters may be cause for the Department to disqualify the Submitter team from submitting an SOQ/P, to disqualify the team member from participating as part of a Submitter team, and/or to discontinue any further consideration of an SOQ/P and Submitter team.

Neither the Submitter nor any of its team members may communicate with another Submitter or members of its team with regard to the Project, including the SOQ/Ps. This prohibition does not apply to Submitter communication with an entity such as a non-exclusive subcontractor, that is on both its and another Submitter's Design-Build Team to the extent permitted under the Conflict of Interest policy referenced in RFQ/P Section 6.5.5.1.

4.6 Mandatory Site Visit

The Department will hold a pre-SOQ/P site visit for the Project. This site visit is mandatory for all Submitters. Interested parties are requested to meet Thursday, October 1, 2026 at 8 AM Pacific Standard Time at 220 West 9th Street, Imperial, CA 92251.

A representative of the Department's Salton Sea Program will give a brief presentation at 220 West 9th Street, Imperial, CA 92251 , and then all attendees will caravan to the Project Site.

The visit is expected to take about 5 hours. The indoor portion is expected to take 1 to 2 hours, and will include participant sign-ins and a presentation by Department Staff, which will include a project orientation and a site risk and safety advisory (Job Safety Analysis). There will also be an outdoor portion of the tour that is expected to take 2 to 3 hours. Please note this is a desert environment where daytime temperatures may exceed 100°F. Interested parties should plan accordingly.

Individuals are responsible for providing their own transportation to and from the Project Site and for ensuring their personal safety. Attendees are expected to equip themselves with PPE and

heat-management measures appropriate for high-temperature desert environments. Suggested PPE and protective measures include, but are not limited to, the following:

- **Protective Clothing:** Light-colored, lightweight, and breathable clothing to reduce heat absorption and allow airflow. Long sleeves and long pants are strongly encouraged to limit sun exposure and reduce the risk of sunburn and heat stress.
- **Sun Protection:** A wide-brim hat, sun umbrella, and/or hard hat equipped with a full-coverage neck shade to protect the head, neck, face, and eyes from direct sunlight and UV exposure.
- **Cooling Accessories:** Personal cooling items such as neck wraps, cooling towels, headband cooling wraps, or other evaporative cooling products.
- **Personal Heat-Protective Equipment:** Given anticipated temperatures may exceed 100°F, the use of cooling vests (water-cooled or ice-based), wetted over-garments, or similar personal heat-stress mitigation equipment is highly recommended.
- **Specialized Heat-Protection Equipment:** Depending on individual tolerance and site conditions, additional PPE such as heat-reflective clothing or supplied-air personal cooling systems may be necessary.
- **Hydration:** Participants must bring sufficient drinking water to remain adequately hydrated for the duration of the site visit. Water may not be provided at the site.

Attendance at the site visit constitutes acknowledgment of the environmental conditions and acceptance of responsibility for personal safety and preparedness. A waiver is required (provided via Cosmos, See RFQ/P Section 1.5) and waivers must be wet-signed and physically submitted to Department staff upon arrival. Submitters who wish to participate in the site visit must pre-register by the date listed in Table 4-1, Procurement Schedule, by emailing a completed RFQ/P Attachment E: Project Site Visit Registration Form to the Department's Designated Contact identified in RFQ/P Section 4.4.

Individuals will not be permitted to participate in the site visit without having timely submitted the registration form. In addition, following the Job Safety Analysis presentation, each individual will be required to sign a Job Hazard Analysis in order to proceed with the site visit.

Any questions regarding the site visit are to be emailed to the Designated Contact listed in RFQ/P Section 4.4 at least two business days in advance of the site visit.

4.7 Overall SOQ/P Evaluation Process

4.7.1 Evaluation Team

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

4.7.2 Initial Responsiveness Evaluation

Each SOQ/P will initially be reviewed for:

1. The SOQ/P's conformance to the RFQ/P instructions regarding organization and format.
2. The responsiveness of the Submitter to the substantive requirements set forth in the RFQ/P.

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

The Department, in its sole discretion, may waive informalities, irregularities, and apparent clerical mistakes that are immaterial to the substantive content of the SOQ/P. The Department may request missing or incomplete information from a Submitter, as considered necessary, to complete its initial responsiveness evaluation. If missing information is requested, it must be provided within 3 business days.

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

4.7.3 Pass/Fail Evaluation

Each responsive SOQ/P will be evaluated against the Pass/Fail Evaluation Criteria in Table 5-1, Detailed SOQ/P Contents Requirements, Evaluation Criteria, and Considerations. If a SOQ/P fails to achieve a “pass” on any of those criteria, it will be excluded from further consideration.

4.7.4 Reference Checking

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

4.7.5 Initial Technical Evaluation and Scoring

All SOQ/Ps determined to “pass” all criteria will be evaluated against the Scored Evaluation Criteria and maximum point allocations in RFQ/P Table 5-1, Detailed SOQ/P Contents Requirements, Evaluation Criteria, and Considerations. The initial technical evaluation and scoring will focus on technical (non-price) factors. Pricing will not be evaluated during the initial technical evaluation and scoring. The Department intends to shortlist up to three Submitters but may shortlist more at their own discretion.

From the initial technical evaluation and scoring the Department will establish a shortlist of the highest ranked submitters who will be subject to further evaluation, including pricing.

4.7.6 Optional Interviews

The Department may conduct interviews with shortlisted Submitters as part of the evaluation process. If interviews are conducted, they will be held on the dates specified in RFQ/P Table 4-1, Procurement Schedule, 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/P.

The Department will provide an interview invitation letter with: 1) items that will be discussed during the interview; 2) the date, time, location, allotted time for the interviews; and 3) equipment available to the Submitter. Unless approved in advance by the Department, only Key Personnel can participate in the interview.

Information provided during the interviews, if interviews are conducted, may be taken into consideration when evaluating the Submitter's SOQ/P.

The following ground rules govern the interview process:

- All interviews will be of uniform duration.
- The Department may elect to ask SOQ/P-specific questions (i.e., each Submitter may be asked different questions based upon the specifics of its SOQ/P). Alternatively, the Department may elect to use the same interview questions for all Submitters or a combination of both.
- The Department may provide Submitters with some or all interview questions in advance of the interview session. If questions are provided in advance, all Submitters will be provided with an equal amount of time to consider interview questions prior to their scheduled interview time.

4.7.7 Department Changes to the RFQ/P During the Evaluation Period

If the Department makes any material changes to this RFQ/P during the evaluation period, the Department may, in its sole discretion, allow Submitters to submit a revised SOQ/P (as necessary). In this instance, the Department will also adjust the Procurement Schedule identified in RFQ/P Section 4.3.

4.7.8 Final SOQ/P Evaluation, Scoring, and Negotiation

As part of the final SOQ/P evaluation, the Department may adjust technical (non-price) scoring based on information provided at the interviews. This update is referred to as the 'final technical score.'

Following any adjustments to the technical (non-price) scoring, the Department will evaluate and score pricing. Price will be awarded using the pricing point allocation formula and the maximum point allocations identified in RFQ/P, Table 5-1, Detailed SOQ/P Contents Requirements, Evaluation Criteria, and Considerations. This is referred to as the 'price score.'

To arrive at a Best Value decision, the final technical score will be added to the price score. This will be referred to as the 'final score.' The Evaluation Committee will rank each SOQ/P based on its final score. The highest scoring, top-ranked SOQ/P will be determined to have offered the Best Value to the public (Public Contract Code 10215.2(c)(3)). The Department will notify the highest scoring, top-ranked Submitter.

By submitting its SOQ/P, Submitter commits to: (a) discuss the terms of the Contract with the Department in good faith and in accordance with the requirements of the RFQ/P; (b) enter into the PDB Contract and satisfy all other conditions to award of the PDB Contract; and (c) perform its obligations under the PDB Contract.

The Department will then enter into negotiations for the PDB Contract with the top-ranked Submitter. During negotiations, the Department and the top-ranked Submitter will finalize:

- The appropriate level of Task 4 Site Investigations and the cost of conducting those investigations as proposed by the Submitter on RFQ/P Attachment A, Form F-3: *Submitter Comments on the Phase 1 Scope of Work*, Table 1: Proposed Supplemental Scope, and Table 2: Proposed Deductive Scope. The Department will consider the expected risk reduction benefit when finalizing Task 4 activities.
- The appropriate level of Task 5 Alternatives Analysis and Work Package activities and the cost of those analysis and potential Work Packages as proposed by the Submitter on RFQ/P Attachment A, Form F-3: *Submitter Comments on the Phase 1 Scope of Work*, Table 1: Proposed Supplemental Scope, and Table 2: Proposed Deductive Scope .
- Not-to-Exceed Price for Phase 1 Services, including any agreed-upon adjustments based on any proposed Task 4 and Task 5 Work, and/or any changes to assumptions in Appendix A: Phase 1 Scope of Work recommended by the Submitter in RFQ/P Attachment A, Form F-3: *Submitter Comments on the Phase 1 Scope of Work*, Table 3: Suggested Changes to the Assumptions, submitted per the requirements in RFQ/P Table 5-1. The Phase 1 Not-to-Exceed price will be finalized using SOQ/P Attachment A, Form G-1: *Price Proposal Form*.
- Labor Multipliers using SOQ/P Attachment A, Form G-2: *Billing Rates Calculation*.
- Key Participant Fee for each Key Participant.

The Department, at its sole discretion, may determine that the negotiations are unsuccessful at any time. In that event, the Department may (a) require the Submitter to enter into the form of Contract included in the RFQ/P without further negotiation or variation except to fill in blanks and include information that the form of PDB Contract indicates is required from the SOQ/P, (b) proceed to negotiate with the next highest-ranked Submitter or (c) reject of all SOQ/Ps.

Upon successful conclusion of the negotiations, the Department will publish the name of the successful Submitter to its Collaborative Delivery Program website: <https://water.ca.gov/Programs/Engineering-And-Construction/Collaborative-Delivery-Program>. If negotiations are not successful, the Department will make a determination to reject all Submitters on the final list, per the Department's reserved rights set forth in RFQ/P Section 6.1.

4.7.9 PDB Contract Award

Following successful negotiations, the Department will award the PDB Contract. Following award, and once all of the requisite elements of the PDB Contract, including bonds and required insurance, and appendices have been finalized and compiled, the parties will execute the agreement. Pursuant to Public Contract Code § 10215.2(d), upon issuance of a contract award, the Department will publish the name of the Design-Builder to which the award is made, along with a statement regarding the basis of the award on its Collaborative Delivery Program website:

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

4.7.10 Debriefing Meetings

Once the Department awards and executes the PDB Contract with the selected Submitter, the Department will arrange debrief meetings with each of the Submitters, if requested. However, if the PDB

Contract is not awarded or the procurement is cancelled, no debriefing meetings will be held. These debriefing meetings give Submitters and the Department an informal setting to discuss the procurement process.

Debriefings will:

- Be limited to discussion of the unsuccessful Submitter's SOQ/P and may not include specific discussion of a competing SOQ/Ps;
- Be factual and consistent with the evaluation of the unsuccessful Submitter's SOQ/P;
- Provide information on areas in which the unsuccessful Submitter's SOQ/P had weaknesses or deficiencies; and
- Not include discussion or dissemination of the thoughts, notes, or rankings of individual evaluators.

4.8 Ineligible Firms

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

- Tetra Tech, Inc.
- Brown and Caldwell
- Nossaman LLP
- Integrated Delivery Solutions
- Aspen Capital Consulting (USA), LLC
- FourCourt Advisors Ltd.
- FourCourt Advisors (USA) LLC
- Marsh & Associates, LLC
- Estolano Advisors

4.9 Obligation to Keep the Team Intact

Submitters have the obligation to keep their team intact for the duration of the procurement and for the entire project. By submitting an SOQ/P for the Project, Submitters certify that all members of their proposed Design-Build Team (Key Participants and Key Personnel) will be available for the entire Project.

4.10 Precontractual Expenses

The Department assumes no obligations, responsibilities, or liabilities, fiscal or otherwise, to reimburse any or all of the costs incurred or alleged to have been incurred by any party in connection with this RFQ/P, or in any other way associated with this procurement. Submitters are solely responsible for all costs and

expenses of any nature associated with responding to this RFQ/P, including but not limited to preparing SOQ/Ps, attending interviews, briefing(s), travel expenses, and providing supplemental information.

5 INSTRUCTIONS TO SUBMITTERS

5.1 General Intent and Exempt Information

Submitters shall provide concise information that addresses the requirements of the Project consistent with the specific submittal information requirements in RFQ/P Section 5.4. Submitters shall only submit the information requested. Documentation that is difficult to read may be rejected and may lead to disqualification.

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

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

Contents. SOQ/P Submittal must include the following:

- Statement of Qualification and Proposal (SOQ/P Sections 1–7 and SOQ/P Attachments 1, 2, and 3).
- Separate PDF file No. 1 (SOQ/P Attachment 4: Design-Build Team Profile Information).
- Separate PDF file No. 2 (SOQ/P Attachment 5: Submitter Comments on the Phase 1 Scope of Work)
- Separate PDF file No. 3 (SOQ/P Attachment 6: PDB Price Proposal)

Quantities. Submitter must provide an electronic copy of the entire SOQ/P Submittal on two (2) universal serial bus (USB) flash drives. The electronic SOQ/P Submittal must contain four (4) separate PDF files using the filenames as listed below:

- PDF File 1: SOQ_P_Sections1-7_Attachments1-3.pdf
- PDF File 2: SOQ_P Attachment 4_ Design-Build Team Profile Information.pdf
- PDF File 3: SOQ_P Attachment 5_ Submitter Comments on the Phase 1 Scope of Work.pdf
- PDF File 4: SOQ_P Attachment 6_ PDB Price Proposal.pdf

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

- Return address: Submitter’s name, contact person’s name, email address, phone number, and mailing address.
- Date of Submittal.
- Contents labeled as “PROJECT REFERENCE NO. DB-2026-1, Statement of Qualifications and Proposal”.

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

California Department of Water Resources
Division of Engineering – Collaborative Delivery Program
Attention: Ilene Wellman-Barbree, Collaborative Delivery Manager
715 P. Street, 4th Floor
Sacramento, California 95814
Email: DWR-CDP@water.ca.gov

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

5.3 SOQ/P Format Requirements

A Submitter's SOQ/P format must adhere to the requirements outlined below:

- The overall page limit for SOQ/P Sections 3, 4, 5, 6, and 7 is 50-pages. The overall page limit excludes the front and back cover pages, section dividers, Section 1 (in its entirety), Section 2 (in its entirety) and SOQ/P Attachments (in its entirety).
- The sections shall consist of 8 ½-by-11-inch pages, except for charts, exhibits, and other illustrative and graphical information, which may be sized for 11-by-17-inch paper if desired.
- The 11-by-17-inch pages will count as two (2) pages.
- The electronic copy of the SOQ/P shall be in searchable PDF format.

Additional formatting suggestions (not required) are outlined below:

- The "SOQ/P Section" column in Table 5-1, Detailed SOQ/P Contents Requirements, Evaluation Criteria, and Considerations identifies the main sections of an SOQ/P. Each main section must be separated with a tab or page break.
- Standard font that is a minimum of 11 points in size and legible. A smaller font size is acceptable for captions, tables, charts, and graphic elements, so long as it is legible.
- Each page should be numbered consecutively within each section (i.e., 1-1, 1-2, 2-1, 2-2, etc.), and the page numbers shall be centered at the bottom of each page.
- Electronic submittals should be bookmarked according to the Section and subsections identified in Table 5-1, Detailed SOQ/P Contents Requirements, Evaluation Criteria, and Considerations.
- Electronic submittals should be in PDF format set for printing on standard equipment and paper sizes without printer adjustment. Maximum file size for individual PDF files is 25MB.
- All SOQ/P pages should be easily reproducible in black and white by standard photocopying machines.

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

This Section describes specific information that must be included in the Submitter’s SOQ/P and how it will be evaluated. Each SOQ/P will be evaluated for: 1) responsiveness to the SOQ/P submittal requirements; 2) according to the pass/fail evaluation criteria; and 3) according to scored evaluation criteria and evaluation considerations, and weighting, identified in Table 5-1, Detailed SOQ/P Contents Requirements, Evaluation Criteria, and Considerations.

- SOQ/P organization must follow the outline for sections, subsections, and SOQ/P attachments shown in the “SOQ/P Section” column, and “Submittal Requirements” column and must provide all requested information, per this Section of the RFQ/P.
- The “Submittal Requirements” column describes specific information that must be included in the Submitter’s SOQ/P. Submitters should provide concise information that addresses the requirements identified.

Submitters are instructed to limit the information included in the SOQ/P to the information specifically requested herein. The Department is not interested in receiving marketing brochures, generic narratives, or lists of experience unless directly related to the SOQ/P and referenced in the text.

Table 5-1. Detailed SOQ/P Contents Requirements, Evaluation Criteria, and Considerations				
SOQ/P Section	Submittal Requirements	Evaluation Criteria and Considerations	Page Limits	How Evaluated
Cover Page	The front cover of the SOQ/P shall be labeled with Kane Spring Project “Statement of Qualifications and Proposal,” and the date of submittal.	N/A	Does not count towards the overall page limit	Responsiveness only
SOQ/P Section 1. Cover Letter	1.1 Cover Letter. The Submitter shall complete RFQ/P Attachment A, Form A: <i>Cover Letter</i> . 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 must agree to be jointly and severally liable to the Department for the performance under the PDB Contract by executing RFQ/P Attachment A, Form A: <i>Cover Letter</i> . The Cover Letter must also include certification by the Design-Builder, under penalty of perjury, that the information provided in the Statement of Qualifications is true and correct. If the Submitter is a partnership, limited partnership, joint venture, or other association, all members of the Submitter must certify that the information provided in the Statement of Qualifications is true and correct. Include the name, title, email, and phone number of the Submitter Representative (the main contact for all procurement-related communication with the Department).	N/A	Does not count towards the overall page limit	Responsiveness only
	1.2 Submitter SOQ/P Certification. The Submitter must complete RFQ/P Attachment A, Form B, <i>Submitter SOQ/P Certification</i> and attach it to the Cover Letter. The Submitter SOQ/P Certification verifies the accuracy of the information submitted as part of the SOQ/P. If the Submitter is a joint venture, proprietorship, partnership, limited liability partnership, corporation, professional corporation, limited liability company, business association, or other legal entity however organized, each entity must complete RFQ/P Attachment A, Form B: <i>Submitter SOQ/P Certification</i> .	N/A	Does not count towards the overall page limit	Responsiveness only
	1.3 Generative Artificial Intelligence (GenAI) Use Notice. The Submitter must complete DWR Form 9834 (RFQ/P Attachment A, Form H: <i>Generative Artificial Intelligence (GenAI) Disclosure</i>) and attach it to the Cover Letter.	N/A	Does not count towards the overall page limit	Responsiveness only
	1.4 Affirm Open Book Basis Approach. The Submitter, <u>and each Key Participant who intends to perform Phase 2 Construction Services</u> , must affirm its understanding that it will be required to conduct negotiations and pricing on an Open Book Basis.	N/A	Does not count towards the overall page limit	Responsiveness only

Table 5-1. Detailed SOQ/P Contents Requirements, Evaluation Criteria, and Considerations				
SOQ/P Section	Submittal Requirements	Evaluation Criteria and Considerations	Page Limits	How Evaluated
SOQ/P Section 2. Executive Summary	The Submitter must provide an executive summary briefly describing: its understanding of the Project; its proposed team; and its qualifications to design, construct, and provide other required services for the Project.	N/A	2-page limit Does not count towards the overall page limit	Responsiveness only
SOQ/P Section 3. Team Organization and Capacity to Conduct the Work	The Submitter must explain how it intends to organize its team to effectively deliver the Project. 3.1 Firm Overview. The Submitter must provide a narrative that, for the Submitter and each Key Participant briefly describes: each firm; the contractual relationship between the Submitter and each Key Participant; their role, as applicable, during design and construction; and their capabilities. If an individual identified as a Key Personnel is not employed by the Submitter, then the Key Personnel’s firm will be considered a Key Participant. The narrative must also include: • A list of all Key Participants (firms). • A list of all Key Personnel (individuals). 3.2 Organization Charts and Past Experience Working Together. The Submitter must include two organization charts illustrating roles and responsibilities of the Submitter and Key Participants (firms), and an organization chart illustrating roles and responsibilities of Key Personnel (individuals) during design and construction. Organization charts must identify: • Roles and responsibilities. • Reporting relationships within Design-Build Team. • Reporting relationships with the Department. • How the roles and involvement of the Design-Build Team may change from design to construction. A brief narrative explaining the rationale for the Submitter’s proposed organization must also be included in this section. The Submitter must also specifically describe the experience of Key Participants and Key Personnel working together on past projects with reference to the Project Experience Matrix and Project Descriptions included in SOQ/P <u>Attachment 2</u> as applicable. 3.3 Capacity to Conduct the Work. The Submitter must provide a narrative description of how it will ensure sufficient staffing, field crews, and other resources needed to deliver the Project. Where outside resources are required, such as construction equipment and labor, discuss how the Submitter will work to assure its availability when needed. The Submitter must include a table showing estimated time commitment (% of total availability) for each Key Personnel and Key Participant. If a Key Personnel’s or Key Participant’s commitment varies substantially between design and construction, separate percentages and a narrative explanation must also be provided. The Submitter must also discuss how its experience on past projects demonstrates a record of successfully completing projects within the contract price and schedule, using a “Skilled and Trained Workforce,” using local workforce, as well as a record of managing contracts to minimize delays, claims, dispute proceedings, litigation, and arbitration. Information provided in this section may refer to the Project Experience Matrix and Project Descriptions (SOQ/P <u>Attachment 2</u>) as appropriate. 3.4 Self Performance and Procurement. Identify what portions of the Work are anticipated to be 1.) self-performed (by either the Design-Builder or any Key Participant), 2.) under consideration for self-performance, and 3.) competitively bid out. Details should be broken out according to the CSI index (i.e. standard construction divisions).	Scored Evaluation Criteria: Team Organization and Capacity to deliver the Project. In evaluating Submittals against this criterion, the Department will consider: • The extent to which the Submitter’s Project organization charts illustrate clear lines of communication, clear definition of roles and responsibilities (Key Personnel and Key Participants), and continuity across design, construction, and startup/commissioning. • The extent to which submitted information (organization charts, resumes, and project descriptions) demonstrates team members (Key Personnel and Key Participants) have a history of working successfully together on previous projects. • The extent to which estimated percent staff commitments, identified backup staff, and availability of field crews/construction equipment demonstrate capacity to deliver the Project. • The extent to which the Submitter demonstrates a record of completing projects on time and within the contract price, using local workforce, and a record of managing projects to minimize delays, claims, dispute proceedings, litigation, and arbitration. • The extent to which the Submitter identifies how the work will be allocated (self-performed vs. competitively bid) and the relative strengths of the Submitter’s team (e.g. the anticipated work allocation suits the composition of the Submitter’s Team.)	Counts towards the overall page limit	Scored: 15 Possible Points

Table 5-1. Detailed SOQ/P Contents Requirements, Evaluation Criteria, and Considerations				
SOQ/P Section	Submittal Requirements	Evaluation Criteria and Considerations	Page Limits	How Evaluated
SOQ/P Section 4. Project Management Experience and Capabilities	The Submitter must provide narrative descriptions addressing the following: 4.1 Ability to Plan, Organize, Perform, and Execute the Work. Describe the proposed Design-Build Manager’s (Refer to SOQ/P Attachment 1.1: <i>Key Personnel Information</i>, below) ability to plan, organize, perform, and execute the Work, including the effective use of subconsultants and subcontractors. Specifically address: • The proposed Design-Build Manager’s experience managing work across the design and construction phases. Specifically address the Design-Build Manager’s experience with heavy civil restoration and horizontal (non-vertical) projects; delivery in complex or constrained environments; work along ocean, lake, or riverbank shorelines; projects subject to permitting constraints and protected species requirements; coordination with regulatory and permitting agencies; and engagement with third parties such as local water districts, regulatory agencies, landowners, and tribal entities. • The proposed Design-Build Manager’s experience delivering projects to meet milestones and deadlines on a PDB or Construction Manager/General Contractor (CMGC)/Construction Manager at Risk (CMAR) project. • The proposed Design-Build Manager’s experience successfully leading teams and communicating within its team and with owners. • The proposed Design-Build Manager’s experience in leading the negotiation of a guaranteed maximum price (GMP) for construction of a PDB or CMGC/CMAR project. • The proposed Design-Build Manager’s experience leading a team through the design and preconstruction phase of a PDB or CMGC/CMAR project and successfully transitioning to construction. • The proposed Design-Build Manager’s effective management of risk on previous projects and their understanding of major risks for this Project. • Refer to Key Personnel Information and Resumes (SOQ/P Attachment 1) and Project Experience Matrix and Project Descriptions (SOQ/P Attachment 2) as appropriate. 4.2 Commitment to Quality. Describe the proposed Design-Build Manager’s, proposed Design Manager’s, proposed Construction Manager’s, and proposed Quality Manager’s demonstrated successful commitment to quality management, including both quality assurance and quality control. Include a discussion of the Submitter’s approach to implementing a quality management plan on a project similar to this one during design and construction. Refer to Key Personnel Information and Resumes (SOQ/P Attachment 1) and Project Experience Matrix and Project Descriptions (SOQ/P Attachment 2) as appropriate.	Scored Evaluation Criteria: Project Management Experience and Capabilities. In evaluating Submittals against this criterion, the Department will consider: • The extent to which the Submitter and its proposed Design-Build Manager have demonstrated the ability to plan, organize, perform, and execute the Work as demonstrated on previous, similar projects (specifically heavy civil restoration and horizontal [non-vertical] projects; delivery in complex or constrained environments; work along ocean, lake, or riverbank shorelines; projects subject to permitting constraints and protected species requirements; coordination with regulatory and permitting agencies; and engagement with third parties). • The extent to which the proposed Design-Build Manager has demonstrated experience delivering projects to meet milestones and deadlines on a PDB or CMGC/CMAR project. • The extent to which the proposed Design-Build Manager has demonstrated effective communication capabilities. • The extent to which the proposed Design-Build Manager has experience in leading a PDB or CMGC/CMAR team through the GMP negotiations process and successfully transitioning the team from the Design and Preconstruction Phase to the Construction Phase. • The extent to which the Submitter has demonstrated a commitment to quality via its approach to development and implementation of Quality Assurance/Quality Control for this Project, and the specific experience and qualifications of the proposed Design-Build Manager, Design Manager, Construction Manager, and Quality Manager.	Counts towards the overall page limit	Scored: 15 Possible Points
SOQ/P Section 5. Collaboration and Effective Use of PDB and/or CMCG/CMAR	The Submitter must provide two narrative discussions addressing the following: 5.1 – Collaborative Approach. The Submitter’s proposed approach to: • Assuring an effectively integrated design and construction team. Specifically, discuss how construction staff will provide input to the design development process, and why this input is valuable to the Project and to the Department. • Working and communicating effectively with the Department. Specifically describe how Department staff input will be solicited and implemented during the design progression, and how decisions will be tracked. • Integrating the Design-Build Team with the Department’s Project Team to form efficient and effective Project organization. Specifically describe the Submitter’s approach to foster collaboration between Design-Build Team staff and the Department during the Design and Preconstruction Phase of the Project. • Describe the process for design evolution and cost estimate development, and how iterative cost estimating will help inform decision making by the Department and the Design-Builder.	Scored Evaluation Criteria: Collaboration and Effective Use of PDB and/or CMGC/CMAR. In evaluating Submittals against this criterion, the Department will consider: • The extent to which the Submitter has demonstrated an approach to working effectively with the Department and to integrating the Design-Build Team with the Department’s Project Team to form an efficient and effective Project organization. • The extent to which Submitter has demonstrated the Design-Build Team’s experience with PDB, CMGC/CMAR, and/or FPDB, including how that experience will benefit this Project.	Counts towards the overall page limit	Scored: 15 Possible Points

Table 5-1. Detailed SOQ/P Contents Requirements, Evaluation Criteria, and Considerations				
SOQ/P Section	Submittal Requirements	Evaluation Criteria and Considerations	Page Limits	How Evaluated
	Refer to Key Personnel Information and Resumes (SOQ/P Attachment 1) and Project Experience Matrix and Project Descriptions (SOQ/P Attachment 2) as appropriate. 5.2 – Demonstrated Experience Using Collaborative Delivery Methods. Describe the Submitter’s experience with collaborative delivery methods including but not limited to PDB and CMGC/CMAR. Describe specific lessons learned from Key Personnel’s prior experience that will be leveraged on this Project. Refer to Key Personnel Information and Resumes (SOQ/P Attachment 1) and Project Experience Matrix and Project Descriptions (SOQ/P Attachment 2) as appropriate.			
SOQ/P Section 6. Design-Build Team Qualifications and Experience	Design-Build Team Qualifications and Experience. The Submitter must describe the proposed Design-Build Team’s technical design and construction experience (Submitter, Key Participants, and Key Personnel) in the following technical areas: • Designing and building wetlands to accommodate various avian and aquatic species, such as the Yuma Ridgway's rail (<i>Rallus obsoletus yumanensis</i>), Black rail (<i>Laterallus jamaicensis coturniculus</i>) and pupfish (<i>Cyprinodon macularius</i>). • Heavy civil restoration and horizontal (non-vertical) projects. • Delivery in complex or constrained environments. • Work along ocean, lake, or riverbank shorelines. • Projects subject to permitting constraints and protected species requirements. • Coordination with regulatory and permitting agencies; and engagement with third parties such as local water districts, local permitting agencies, regulatory agencies, CDFW, landowners, and tribal entities. • Support for an owner’s public outreach efforts (e.g., site visits, transparency in process, process for 3rd party input, newsletters, construction progress photos, narrative of design progress). • Experience sequencing work due to delays in equipment delivery, weather, or regulatory approvals. • Experience with Design/construction for ongoing habitat maintenance • Work in challenging conditions, such as soft soils using special methods or equipment, and in extreme climates. Refer to Key Personnel Information and Resumes (SOQ/P Attachment 1) and Project Experience Matrix and Project Descriptions (SOQ/P Attachment 2) as appropriate.	Scored Evaluation Criteria: Design-Build Team Qualifications and Experience. In evaluating Submittals against this criterion, the Department will consider the extent to which the Design-Build Team (Submitter, Key Participants, and Key Personnel) has demonstrated experience and past performance in the following technical areas: • Designing and building wetlands similar to the one existing at the Salton Sea (i.e., variable salinity, depth) to accommodate various species. • Heavy civil restoration and horizontal (non-vertical) projects. • Delivery in complex or constrained environments. • Work along ocean, lake, or riverbank shorelines. • Projects subject to permitting constraints and protected species requirements. • Coordination with regulatory and permitting agencies; and engagement with third parties such as local water districts, local permitting agencies, regulatory agencies, CDFW, landowners, and tribal entities. • Support for an owner’s public outreach efforts (e.g., site visits, transparency in process, process for 3rd party input, newsletters, construction progress photos, narrative of design progress). • Demonstrated experience sequencing work due to delays in equipment delivery, weather, regulatory approval constraints. • Design/construction for ongoing habitat maintenance (e.g., access for O&M staff, equipment for monitoring, wetland habitat maintenance; and water conveyance system maintenance). • Construction in extreme climate conditions.	Counts towards the overall page limit	Scored: 35 Possible Points
SOQ/P Section 7. Project Approach	Project Approach. The Submitter must provide a narrative describing its general approach to addressing objectives listed in PDB Contract, Appendix D. The narrative, at a minimum, must address: • The Submitter’s understanding of the Project scope and objectives, including key elements of the Project. • How the Submitter intends to effectively use PDB delivery to ensure a successful Project, within budget and on time, considering the Department’s scope and objectives, with specific focus on:	Scored Evaluation Criteria: Project Understanding. In evaluating Submittals against this criterion, the Department will consider: • The extent to which the Submitter demonstrates an understanding of the Project scope, key elements of the Project, the Department’s objectives. • The extent to which the Submitter demonstrates an effective approach to using PDB delivery to achieve a successful Project	Counts towards the overall page limit	Scored: 10 Possible Points

Table 5-1. Detailed SOQ/P Contents Requirements, Evaluation Criteria, and Considerations				
SOQ/P Section	Submittal Requirements	Evaluation Criteria and Considerations	Page Limits	How Evaluated
	– Alternatives analysis: The Submitter’s process for evaluating and selecting design alternatives that best meet the Department’s objectives, informed by technical performance, environmental considerations, cost, schedule, and risk. For example, describe how pupfish habitat considerations would be incorporated into water conveyance design decisions (e.g., concrete bridges versus earthen crossings with culverts). – Decision support: The Submitter’s approach to supporting the Department’s decision-making through timely, transparent, and data-driven analyses that integrate cost, schedule, and risk considerations. – Engagement and coordination: The Submitter’s approach to engagement and coordination with regulatory agencies, landowners, tribes, local agencies, and other interested third parties to support project development and delivery. • Identify three to five of the most significant project risks, identify the party best positioned to manage each risk (the Department or the Design-Builder), and describe proposed strategies to mitigate those risks. • Describe the Submitter’s Phase 1 schedule strategy, including how design progress will be accelerated while balancing coordination, input, and approvals from regulatory and permitting agencies identified in PDB Contract Appendix E. • Describe the Submitter’s ideas to improve operations and maintenance efficiency, including approaches to equipment and staff access, invasive species management, and the use of monitoring technologies such as remote sensing, salinity monitoring, and wildlife cameras. • Describe the Submitter’s general environmental compliance approach, including coordination with the Department to obtain required approvals and permits identified in PDB Contract, Appendix E, and processes for maintaining compliance throughout design and construction.	outcome, and that demonstrates 1) a structured and transparent alternatives analysis process that evaluates and selects options best aligned with the Department’s objectives, 2) the ability to support the Department’s decision-making through timely, data-driven, and transparent analyses that meaningfully integrate cost, schedule, and risk considerations, and 3) an effective approach to engagement of third parties to support project development, approvals, and delivery. • The extent to which the Submitter demonstrates a clear understanding of the most significant risks associated with the Project, appropriately assigns risk ownership between the Department and the Design-Builder, and proposes practical and effective risk mitigation strategies. • The extent to which the Submitter demonstrates a sound Phase 1 schedule strategy that accelerates design progress while appropriately balancing coordination, input, and approvals from regulatory/permitting agencies. • The extent to which the Submitter demonstrates thoughtful and practical ideas to improve operations and maintenance efficiency. • The extent to which the Submitter demonstrates a clear and proactive approach to environmental compliance, including effective coordination with the Department to obtain required approvals and processes for maintaining compliance.		
Attachments				
Attachment 1. Key Personnel Information and Resumes	SOQ/P Attachment 1.1 – Key Personnel Information. Using RFQ/P Attachment A, Form C-2: <i>Proposed Key Personnel Information</i>, list appropriate information for each Key Personnel (individual) position. Identified Key Personnel, at a minimum, must include the roles identified below; however, the Submitter may propose that an individual fill more than one role based on the Submitter’s understanding of the needs of the Project. The Submitter may add, in its sole discretion, up to two additional Key Personnel in its SOQ/P. Additional Key Personnel that are proposed should demonstrate added value to the Department to meet and exceed the established Project Objectives. For any Key Personnel added by the Submitter, it must provide the same information as is required for other Key Personnel in RFQ/P Attachment A, Form C-2: <i>Proposed Key Personnel Information</i> and a resume). If an individual identified as a Key Personnel is not employed by the Submitter, then the Key Personnel’s firm will be considered a Key Participant. A “to be determined (TBD)” designation is not acceptable: • Design-Build Manager. The individual that will be in responsible charge of providing all required services under the PDB Contract throughout design and construction. The Design-Build Manager must have sufficient experience and skills necessary to properly manage the Work in accordance with the PDB Contract and must act as the primary point of contact with the Department on behalf of the Design-Builder. The Design-Build Manager will be responsible for ensuring adequate personnel and other resources are made available for the Project, will handle contractual matters, and will be responsible for the quality and timeliness of the Design-Build Team’s performance. The Design-Build Manager must have the authority to supervise Work and to stop Work that does not meet the standards, specifications, and/or criteria	Evaluated as part of SOQ/P Sections 3, 4, 5, 6, and 7, above.		Included in score for SOQ/P Sections 3 to 7.

Table 5-1. Detailed SOQ/P Contents Requirements, Evaluation Criteria, and Considerations				
SOQ/P Section	Submittal Requirements	Evaluation Criteria and Considerations	Page Limits	How Evaluated
	established for the Project. Ideally, the Design-Build Manager will have a minimum of 10-years of experience managing projects that include heavy civil restoration; horizontal (non-vertical) work; delivery in complex or challenging environments; shoreline work along oceans, lakes, or riverbanks; and projects subject to permitting constraints and protected species requirements. Relevant experience should include coordination with regulatory and permitting agencies and other interested third parties (e.g., local water districts, landowners, and tribal entities), and experience with PDB delivery. • Lead Designer. The individual that will be responsible for the design, management of the design effort, and facilitating collaboration amongst engineering and contractor staff within the Design-Builder’s team during Phase 1 and Phase 2. Ideally, the Lead Designer/Engineer of Record will have a minimum of 10-years of experience managing the design of projects similar in scope and complexity to this Project, as well as experience with PDB delivery. • Construction Manager. The individual that will be in charge of construction. Unless this role is fulfilled by the overall Design-Build Manager, the Construction Manager must report directly to the Design-Build Manager. The Construction Manager will normally be present in the field during all construction activities. The Construction Manager will be responsible for assuring construction is in accordance with the PDB Contract, the Design-Builder’s design, and other Project requirements. Ideally, the Construction Manager will have a minimum of 10-years of experience managing projects that include heavy civil restoration; horizontal (non-vertical) work; delivery in complex or challenging environments; shoreline work along oceans, lakes, or riverbanks; and projects subject to permitting constraints and protected species requirements. Ideally, the Construction Manager’s experience will also include experience with collaborative delivery, focusing on providing constructability input into the design. • Quality Manager. The individual responsible for developing and overseeing implementation of the Design-Build Manager’s Quality Management Plan(s) for both design and construction. The Quality Manager, or designee, will report independently from those responsible for production during design and construction (i.e., if there is Construction Manager in addition to an overall Design-Build Manager, the Quality Manager will report directly to the Design-Build Manager but if the Submitter’s proposed organization includes a single Design-Build Manager/Construction Manager, the Quality Manager will report directly to the Design-Builder’s executive responsible for overseeing the Project) and must have the authority to stop design and construction that does not meet requirements. Ideally, the Quality Manager will have a minimum of 7-years of experience developing Quality Management plans and overseeing design and construction quality on collaborative delivery projects. • Safety Manager. The individual responsible for the development and implementation of site safety plans for the Project. The Safety Manager must report independently from those responsible for production during construction (i.e., if there is Construction Manager in addition to an overall Design-Build Manager, the Safety Manager will report directly to the Design-Build Manager, but if Submitter’s proposed organization includes a single Design-Build Manager/Construction Manager, the Safety Manager will report directly to the Design-Build Manager’s executive responsible for overseeing the Project) and must have the authority to stop construction. Ideally, the Safety Manager will have a minimum of 10-years of construction safety management experience, including developing, implementing, and managing safety programs, and maintaining compliance with safety regulations. • Environmental Compliance Manager. The individual responsible for identifying and developing the Environmental Management and Monitoring plans identified in PDB Contract Appendix A: Phase 1 Scope of Work (provided via Cosmos), establishing communication protocols, and assuring the Design-Builder complies with all necessary environmental requirements, including, but not limited to permits, CEQA and NEPA requirements, other statutory and regulatory requirements, and PDB Contract requirements during design and construction. The Environmental Compliance Manager will be responsible for providing documentation confirming this compliance. Ideally, the			

Table 5-1. Detailed SOQ/P Contents Requirements, Evaluation Criteria, and Considerations				
SOQ/P Section	Submittal Requirements	Evaluation Criteria and Considerations	Page Limits	How Evaluated
	Environmental Compliance Manager will have at least 10-years of experience in environmental compliance and documentation for habitat restoration projects, with an emphasis on collaborative delivery and will have demonstrated experience coordinating with the Army Corps of Engineers, US Fish and Wildlife, and California Department of Fish and Wildlife, including preparation of permit applications. Additionally, experience implementing measures addressing impacts to threatened and endangered species, implementing measures addressing impacts to waters, and implementing measures addressing cultural and paleontological resources (including on-site monitoring related to all of the above) is desired. The Environmental Compliance Manager will report directly to the Design-Build Manager. • Wetland Restoration Manager. The individual 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 phases. Ideally, the WRM will have a minimum of 5-years managing restoration of large wetlands (i.e., 50-100 acres or larger). • Hydrologist. The individual responsible for evaluating, quantifying, and documenting water availability to support the design and construction for habitat restoration. Responsibilities include researching and analyzing surface water and groundwater sources; assessing seasonal and climatic variability; developing water balance calculations; supporting hydraulic and hydrologic design assumptions; and coordinating with the Department and design team to ensure project components are appropriately sized and operable under anticipated conditions. The Hydrologist will support regulatory coordination, as needed, and provide technical documentation informing design decisions and adaptive management strategies. Ideally, the Hydrologist will have a minimum of 5-years of experience supporting water supply, hydrologic analysis, or habitat restoration projects in arid or semi-arid environments and will possess demonstrated experience with water availability assessments, hydrologic modeling, and interpretation of site-specific data. Preferred qualifications include familiarity with California water resources, applicable permitting frameworks, and interdisciplinary coordination with engineers and ecologists. SOQ/P Attachment 1.2 – Key Personnel Resumes. The Submitter must provide resumes for each individual designated as Key Personnel. If an individual fills more than one Key Personnel role, only one resume is required. Each resume must include the following items: • Relevant licensing, credentials, certifications, and registrations held at the time of SOQ/P submittal, including those required in the State of California. Include date(s) obtained, type, number, classification, issuing agency, and expiration date. • Years of experience performing similar work. • Actual work examples (include the capacity on the project in which the person worked (e.g., lead design engineer, utility coordinator), with specific focus on <u>duties performed, specific responsibilities, and percent of time on the job</u>. For each project listed provide the following information: – Professional References: Name of the project and the owner’s contact information (project manager’s 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 must have played a leadership role for the owner during the project. The Department will attempt to contact the professional reference, or the alternate contact for each Key Personnel, per the process outlined in RFQ/P Section 4.7.4. – Dates of work performed on the project.		2-page limit for each resume Does not count towards the overall page limit	

Table 5-1. Detailed SOQ/P Contents Requirements, Evaluation Criteria, and Considerations				
SOQ/P Section	Submittal Requirements	Evaluation Criteria and Considerations	Page Limits	How Evaluated
Attachment 2. Project Experience Matrix and Project Descriptions	The Submitter must describe the Design-Build Team’s experience on projects of similar scope and complexity to demonstrate that the team has similar technical experience to what is required for this Project. This information is to be provided from the forms provided as RFQ/P Attachment A, Form D-1, Project Experience Matrix and RFQ/P Attachment A, Form D-2: <i>Project Description</i>. SOQ/P Attachment 2.1 – Project Experience Matrix. The Submitter must complete RFQ/P Attachment A, Form D-1, <i>Project Experience Matrix</i>. The purpose of the Project Experience Matrix is to provide a concise overview of featured projects for the Evaluation Committee. Ideally, featured project descriptions will closely parallel the scope of the Project, and each featured project will check many of the experience category boxes. Provide project titles, the Submitter, Key Participants, and Key Personnel involved, and their roles. Place an “X” in the corresponding row and column for each line to indicate experience in the listed experience categories. Do not indicate relevance unless significant scope and experience is described in the accompanying Project Description. SOQ/P Attachment 2.2 – Project Descriptions. The Submitter must provide all information required in RFQ/P Attachment A, Form D-2: <i>Project Description</i>, showing the members of the Design-Build Team’s (Submitter, Key Participants, and Key Personnel) experience by providing at least three (3) but no more than five (5) project descriptions for completed projects. For projects where the Submitter and one or more Key Participants were involved, Submitters may provide a combined project description listing multiple firms, firm roles, etc. Highlight experience in the past 20-years on projects having a scope of work comparable to that anticipated for the Project, with an emphasis on more recent projects. <u>Project Descriptions marked as “Confidential” and/or omit any required information are not acceptable.</u> All required information must be provided. Project Descriptions should highlight the types of experience described in Sections 3 and 4 of Submitter’s SOQ/P and provide contact information for owner references for each project.	Evaluated as part of SOQ/P Sections 3, 4, 5, 6, and 7, above.	Does not count towards the overall page limit 4-page limit per Project Description Does not count towards the overall page limit	Included in score for SOQ/P Sections 3 to 7
Attachment 3. Submitter’s Agreement and Certification	Attachment 3 – Submitter’s Agreement and Certification. The Submitter must complete RFQ/P Attachment D: Submitter’s Agreement and Certification and include the entire Submitter’s Agreement and Certification (pages 1 through 6) as SOQ/P Attachment 3.	Pass/Fail Evaluation Criteria: Legal Compliance. In evaluating Submittals against this criterion, the Department will consider: • The Submitter has provided a completed SOQ/P Attachment 3: Submitter’s Agreement and Certification without any modifications or conditions.	Does not count towards the overall page limit	Pass/Fail
Attachment 4. Design-Build Team Profile Information	SOQ/P Attachment 4.1 – Disclosure of Potential Organizational Conflict of Interest Statement Certification. The Submitter must complete RFQ/P Attachment B-2: Disclosure of Potential Organizational Conflict of Interest Statement (Disclosure Statement), and submit it in separate PDF file number 1. If the Submitter determines an actual, potential, or perceived conflict of interest exists for itself, Key Personnel, Key Participants or any employees, the Submitter must: 1) describe the nature of the conflict, including the relevant facts (this must include the Work performed or to be performed by the entity or individual associated with the potential conflict); and 2) propose measures to mitigate or eliminate the conflict. The Department will review the Disclosure Statement to determine if the Submitter may continue in the procurement process. Disclosure of a potential conflict of interest will not necessarily disqualify a Submitter. SOQ/P Attachment 4.2 – Design-Builder Profile Questionnaire and Certification. The Submitter must provide a completed, certified, and notarized RFQ/P Attachment C-1: Design-Builder Profile Questionnaire and Certification, in separate PDF file number 1. Instructions are included within RFQ/P Attachment C-1. <u>Attach the following to the Design-Builder Profile Questionnaire and Certification:</u>	SOQ/P Attachment 4.1 - Conflict of Interest Pass/Fail Evaluation Criteria: Legal Compliance. In evaluating Submittals against this criterion, the Department will consider: • The participation of the Design-Build Team in the Project will not give rise to a disqualifying conflict of interest or a potential or perceived conflict that is unacceptable to the Department (SOQ/P Attachment 4.1). SOQ/P Attachment 4.2 - Design-Builder Profile Questionnaire and Certification Pass/Fail Evaluation Criteria: Legal Compliance. In evaluating Submittals against this criterion, the Department will consider: • All questions were fully responded to and all requested information was provided.	Submit in Separate PDF file No. 1 Does not count towards the overall page limit Submit in Separate PDF file No. 1 Does not count towards	Pass/Fail Pass/Fail

Table 5-1. Detailed SOQ/P Contents Requirements, Evaluation Criteria, and Considerations				
SOQ/P Section	Submittal Requirements	Evaluation Criteria and Considerations	Page Limits	How Evaluated
	- Additional applicable details on separate pages to any “Yes” responses to any question in the Design-Build Team Profile Questionnaire and Certification (if applicable). Note that a yes answer to a question denoted with a red asterisk will result in disqualification. - Section II.A: Submitter information: - If the Submitter is a privately held corporation, limited liability company, partnership, or joint venture, provide a list of all of the shareholders, partners, or members known at the time of Statement of Qualification submission who will perform work on the Project. (Public Contract Code § 10215.2.(b)(4)(A).) - If the Submitter is a joint venture, partnership, or other association, provide a copy of the agreement creating the joint venture, partnership, or association and the agreement specifying that all members agree to be jointly and severally liable for the performance of the Work under the PDB Contract. - If the Submitter is a corporation, limited liability company, partnership, joint venture, or other legal entity, provide a copy of the organizational documents supporting an existing legal entity or agreement to form the organization or legal entity. (Public Contract Code § 10215.2.(b)(4)(F).) - Section II.B and C: Licensing. Provide copies of the licenses required to perform work on the project: - Submitter’s current business licenses (if required by city, county, state, or district). - California Professional Engineer’s license(s). - General Contractor’s license pursuant to PCC § 10215(f). - Specialty licenses and/or certifications, (if applicable). NOTE TO SUBMITTERS: The following specialty contractor licensing classifications, and/or certifications are anticipated to be required for construction of the Project: California Department of Pesticide Regulation (CDPR) Unmanned Pest Control Aircraft Pilot Certification; CDPR Qualified Applicator Certificate; CDPR Qualified Applicator License; and/or CDPR Pest Control Advisor Certification. - Section II.D: Submitter’s financial statements and financial capacity information. - Section II.E: Evidence of Bonding Capacity. The Submitter must demonstrate it has <u>an available bonding capacity of at least \$130M. Prior to execution of the PDB Contract, the selected Submitter will be required to submit payment and performance bonds in the amount of the Phase 1 Not-To-Exceed Price.</u> - Section II.F: Ability to Obtain Required Insurance. - Section IV.A.vi: General Safety Information: - Submitter’s workers’ compensation experience history for the last three (3) years. - Written summary of the Submitter’s worker safety program.	“Yes” was not checked in response to a question denoted with a red asterisk. - The information disclosed does not materially adversely affect the Submitter’s or any Key Personnel’s ability to carry out the Project responsibilities potentially allocated to it/them. - All members of the Submitter have agreed to be jointly and severally liable to the Department for the performance under the PDB Contract (SOQ/P Section 1). - The Submitter does not have a history of legal or regulatory violations, failure to complete contracts, or other legal actions that could adversely affect its ability to complete the Project (SOQ/P Attachment 4.2). - The Submitter has the required contractors’ licenses at the time of SOQ/P submittal. Limited exceptions for Joint Ventures may apply. (Bus. and Professions Code § 7029.1.) - The Submitter is a DIR registered contractor at the time of SOQ/P submittal. Limited exceptions for Joint Ventures may apply pursuant to Section 1771.1 of the Labor Code (SOQ/P Attachment 4.2, 4.3). Pass/Fail Evaluation Criteria: Financial Capacity. In evaluating Submittals against this criterion, the Department will consider: 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/P Attachment 4, including but not limited to all the following: - The Submitter has demonstrated that its surety and insurance company(ies) are admitted to do business in the State of California. - The Submitter has demonstrated its surety and insurance company(ies) are rated in the top two categories by two nationally recognized rating agencies or have a rating from A.M. Best Financial Strength Rating of A- or better. - The Surety must be listed in the United States Treasury Department’s Circular 570, “Companies Holding Certificates of Authority as Acceptable Sureties on Federal Bonds and as Acceptable Reinsurance Companies” - The Submitter has demonstrated its ability to provide bonds in accordance with RFQ/P Section 6.5.4.2 in an amount equal to or exceeding the amount set forth in RFQ/P Table 5-1, SOQ/P Attachment 4.2.	the overall page limit	

Table 5-1. Detailed SOQ/P Contents Requirements, Evaluation Criteria, and Considerations				
SOQ/P Section	Submittal Requirements	Evaluation Criteria and Considerations	Page Limits	How Evaluated
		- The Submitter has provided evidence of capability to provide the required insurance as provided in PDB Contract, Appendix G: Required Insurance (provided via Cosmos). - The Submitter has demonstrated it has the financial resources and capacity to successfully complete the Project. The evaluation will take into account the following considerations, among others identified as relevant by the Department, in its sole discretion, both currently as well as over the last three years, as appropriate: - Profitability; - Capital structure; - Liquidity, including ability to meet unforeseen costs; - Responsiveness to and completeness of the requested information; - Ability to service existing debt and solvency outlook (including backlog); - Other commitments and contingencies; and - Additional considerations related to treatment of subsidiaries, tax and special liabilities, etc. Pass/Fail Evaluation Criteria: Safety Record. In evaluating Submittals against this criterion, the Department will consider: - The Submitter’s experience modification rate for the most recent three-year (3-year) period is an average of 1.00 or less. This rate will be used by the Department to determine whether the Submitter has an acceptable safety record pursuant to PCC § 10215.2(b)(4)(G). - Average total recordable injury/illness rate and average lost work rate for the most recent three-year (3-year) period does not exceed the applicable statistical standards for its business category (per U.S. Bureau of Labor Statistics). - If the Submitter is a joint venture, the Submitter must provide safety information for all members of the joint venture. Each member must meet the pass/fail criteria for safety. - If a “Yes” response is provided to any question, except the questions in Design-Builder Questionnaire Section 3.A.vi, the Submitter must provide a full disclosure on a separate page (see instructions included with RFQ/P Attachment C-1, number 6.f.)		
	SOQ/P Attachment 4.3 – Key Participant Profile Questionnaire and Certification (Provide for each Key Participant). The Submitter must provide a completed, certified, and notarized RFQ/P Attachment C-2: Key Participant Profile Questionnaire and Certification for <u>each</u> Key Participant on the Design-Build Team in separate PDF file number 1. Instructions are included in RFQ/P Attachment C-1.	SOQ/P Attachment 4.3 – Key Participant Profile Questionnaire and Certification (Provide for each Key Participant).	Submit in Separate PDF file No. 1	Pass/Fail

Table 5-1. Detailed SOQ/P Contents Requirements, Evaluation Criteria, and Considerations				
SOQ/P Section	Submittal Requirements	Evaluation Criteria and Considerations	Page Limits	How Evaluated
	<u>Attach the following to each Key Participant Profile Questionnaire and Certification:</u> - Additional details on separate pages to any “Yes” responses to any question in the Key Participant Profile Questionnaire and Certification (if applicable). - Section II.C.iii. Copies of all licenses, specialty licenses (if required), specialty certifications (if required), registrations, and credentials required to perform the Key Participant’s portion of the Work. - Section III.A.vi. Key Participant’s Safety Information (for all Key Participants responsible <u>for any portion of construction</u>): - Key Participant’s workers’ compensation experience history for the last three (3) years. - Written summary of the Key Participant’s worker safety program which must include a description of how the Key Participant will provide protection to prevent damage, injury, or loss to employees of the Key Participant and its subcontractors and other persons who are on the Project Site.	Pass/Fail Evaluation Criteria: Legal Compliance. In evaluating Submittals against this criterion, the Department will consider: - All questions were fully responded to and all requested information was provided. “Yes” was not checked in response to a question denoted with a red asterisk. - The information disclosed does not materially adversely affect the Submitter’s, any Key Participant’s, or any Key Personnel’s ability to carry out the Project responsibilities potentially allocated to it/them. - All members of the Submitter have agreed to be jointly and severally liable to the Department for the performance under the PDB Contract (SOQ/P Section 1, Cover Letter and Submitter SOQ/P Certification). - Key Participant(s) does not have a history of legal or regulatory violations, failure to complete contracts, or other legal actions that could adversely affect its ability to complete the Project (SOQ/P Attachment 4.2). - Key Participant(s) (as applicable) have required contractors’ licenses at the time of SOQ/P submittal. Limited exceptions for Joint Ventures may apply. (Bus. & Prof. Code § 7029.1) - Key Participant(s) (responsible for any portion of construction) are DIR registered contractors at time of SOQ/P submittal. Limited exceptions for Joint Ventures may apply pursuant to Lab. Code § 1771.1 (SOQ/P Attachment 4.2, 4.3). Pass/Fail Evaluation Criteria: Safety Record. In evaluating Submittals against this criterion, the Department will consider: - If a “Yes” response is provided to any question, except the questions in Key Participant Questionnaire Section 2.A.vi, the Key Participant must provide a full disclosure on a separate page (see instructions included with RFQ/P Attachment C-1, number 6.f.).	Does not count towards the overall page limit	
	SOQ/P Attachment 4.4 – Non-Disclosure Agreement. Submitters must complete RFQ/P Attachment A, Form E: <i>Non-Disclosure Agreement</i>.	SOQ/P Attachment 4.4 - Non-Disclosure Agreement. Pass/Fail Evaluation Criteria: Legal Compliance. In evaluating Submittals against this criterion, the Department will consider: The Submitter has provided a completed Non-Disclosure Agreement without any modifications or conditions.	Submit in Separate PDF file No. 1 Does not count towards the overall page limit	Pass/Fail

Table 5-1. Detailed SOQ/P Contents Requirements, Evaluation Criteria, and Considerations				
SOQ/P Section	Submittal Requirements	Evaluation Criteria and Considerations	Page Limits	How Evaluated
Attachment 5. <u>Submitter</u> <u>Comments on the</u> <u>Phase 1 Scope of</u> <u>Work</u>	Using RFQ/P Attachment A, Form F-3: <i>Submitter Comments on the Phase 1 Scope of Work</i>, Submitters must provide all proposed activities and deliverables for Task 4 Site Investigation and Task 5 Alternative Analysis and Work Packages. - For Task 4, Site Investigations, Submitters are Responsible for interpreting all site information provided and determining whether additional information is required to support their proposed technical concept. The Department will consider requests for supplemental investigations during the procurement and may conduct additional geotechnical, environmental, or utility investigations based on justification and requests by Submitters. All such work will be coordinated with the requestor, and any results will be provided to all Submitters. If the Department elects not to conduct supplemental investigations during the procurement, then the Design-Builder should include all requested site investigation scope (using Form F-3), necessary to support its design, in its SOQ/P. - For Task 5, Alternative Analysis and Work Packages, the Department encourages Submitter to describe any changes to this task that may be unique to this process. Submitters may propose refinements and/or changes to the activities and deliverables as currently defined in Appendix A, Phase 1 Scope of Work to support the narrative to alternatives analysis submitted in SOQ Section 7.1. - For any ‘Supplemental Scope’ identified by the Submitter, provide a written scope in a format and level of detail in Table 1, Proposed Supplemental Scope. - For any scope deletions or ‘Deductive Scope’ identified by the Submitter, provide comments on why the scope is unnecessary in Table 2, Proposed Deductive Scope. - Submitters must also use Form F-3 to suggest changes to assumptions on any Task as currently listed in PDB Contract, Appendix A: Phase 1 Scope of Work using Table 3. - All proposed modifications, supplemental scope items, and/or deletions must be accompanied by corresponding additive and/or deductive line item(s) in RFQ/P Attachment A, Form G-1: <i>PDB Price Proposal Form</i>. Form F-3 will be used as the basis of negotiation with the highest ranked Submitter.		<i>Submit in Separate PDF file No. 2</i> Does not count towards the overall page limit	Responsiveness only
Attachment 6. PDB Price Proposal	The Submitter must submit a complete RFQ/P Attachment A, Form G-1: <i>PDB Price Proposal Form</i>. Complete the following sections of the form: Phase 1: Design and Preconstruction Services Scope of Work Price (Evaluated and scored). The Submitter must provide pricing for each of the identified subtasks identified in the Phase 1: Design and Preconstruction Services Scope of Work	Scored Evaluation Criteria: <u>PDB Price Proposal</u>. In evaluating the Price Proposal, the Department will consider the following price factors submitted by the Submitter:	<i>Submit in Separate PDF file No. 3</i>	Scored: 10 Possible points

Table 5-1. Detailed SOQ/P Contents Requirements, Evaluation Criteria, and Considerations				
SOQ/P Section	Submittal Requirements	Evaluation Criteria and Considerations	Page Limits	How Evaluated
	Price. Subtasks may not be left blank. The Submitter must also provide a sum total for all of the evaluated subtasks identified in the form (not including Task 4, Site Investigations). • Phase 1: Proposed Price for Task 4 Site Investigations of the Phase 1 Design and Preconstruction Services Scope of Work (evaluated for responsiveness only). The Submitter must provide a proposed price and related information for the identified site investigation task(s). The proposed Subtask(s) may not be left blank. • Phase 1: Proposed Price for Task 5 Alternatives Analysis and Work Packages of the Phase 1 Design and Preconstruction Services Scope of Work (evaluated for responsiveness only). The Submitter must provide a proposed price and related information for the identified alternative analysis task(s). The proposed Subtask(s) may not be left blank. • Phase 1: Proposed Supplemental and/or Deductive Price(s) for any suggested changes to assumptions in the Phase 1 Services Scope of Work (optional, evaluated for responsiveness only). The Submitter must provide a supplemental and/or deductive line-item price for all suggested changes to assumptions (that are identified on Table 3 of RFQ/P Attachment A, Form F-3: <i>Submitter Comments on the Phase 1 Scope of Work</i>). The Submitter must include: 1) the task and subtask numbers and titles; 2) identification of the existing task; and 3) the proposed increase or decrease in price. • Phase 2: Design-Builder Fee (evaluated and scored). Provide the fee for the Design-Builder’s Home Office Overhead and Profit to be applied to Phase 2: Construction Work. The fee will be calculated as a percentage (%) of actual construction costs and added to approved construction costs. • Phase 2: Design-Builder Fee Detail (evaluated for responsiveness only). Provide the breakout of Home Office Overhead and Profit. Note that this detail helps the Department to understand the fee that is proposed, but they are not additional charges. – Provide the Percent (%) markup allocated for <u>Home Office Overhead</u>. – Provide Percent (%) markup allocated for <u>Profit</u>. • Phase 2: Key Participant Fee (evaluated for responsiveness only). Provide the proposed construction fee for Profit and Home Office Overhead to be applied to Phase 2: Construction Work for each Key Participant. The fee will be calculated as a percentage (%) of actual construction costs and added to approved construction costs. The Department reserves the right to request additional information. • Phase 2: Key Participant Fee Detail (evaluated for responsiveness only). Provide the breakout of Home Office Overhead and Profit for <u>each</u> Key Participant. Note that this detail helps the Department to understand the fee that is proposed, but they are not additional charges. – Provide the percent (%) markup allocated for Home Office Overhead. – Provide the percent (%) markup allocated for Profit. • Billing Rates Calculation (evaluated for responsiveness only). The Submitter must submit a complete RFQ/P Attachment A, Form G-2: <i>Billing Rate Calculation</i> and include information for <u>each</u> member of the Submitter’s team (i.e., Submitter and any named Key Participants). The completed Form G-2 must include the following information: – Design-Build Team Member name – Labor Multiplier for each Key Participant of the Design-Build Team The Price Proposal cannot be conditional or subject to Submitter assumptions. By submitting an RFQ/P, the Submitter affirms that the proposed Not-to-Exceed Phase 1 price is inclusive of all evaluated tasks the Department identified in RFQ/P Attachment A, Form G-1: <i>PDB Price Proposal Form</i> and is based on the most recently issued scope (via any Addenda) and any assumptions the Department provided in the PDB Contract, Appendix A: Phase 1 Scope of Work (provided via Cosmos). Further, the Submitter	• Phase 1: Design and Preconstruction Services Scope of Work Price (excluding Task 4 and Task 5) • Phase 2: Design-Builder Fee <u>To evaluate price proposals, the Department will use an evaluation model</u> that will calculate a Submitter’s total estimated project price, using the evaluated price factors submitted by the Submitter. The evaluated price factors will combine to produce total estimated project price. The total estimated price will be used to score Price Proposals. Price points will be allocated according to the following proportional scoring method formula. • Submitter with the lowest calculated total estimated project price: will receive the maximum available price points. • Submitters that do not have the lowest calculated price: Price points will be allocated according to the following formula: $\text{Max Available Points} \times (\text{Low Price} / \text{Submitter's Price})$ • The Department has made the following assumptions in the evaluation model: – The current estimated cost of construction (based on the current Owner’s Cost Estimate). – The ratio of self-performed and subcontracted work – The assumptions used by the Department will be the same for all Submitters, and will be consistent with the Department’s understanding of the project scope. •	Does not count towards the overall page limit	

Table 5-1. Detailed SOQ/P Contents Requirements, Evaluation Criteria, and Considerations				
SOQ/P Section	Submittal Requirements	Evaluation Criteria and Considerations	Page Limits	How Evaluated
	affirms that the proposed Phase 2 Design-Builder Fee is based on the most recently issued PDB contract (via any Addenda), assuming that no additional changes will be made by the Department.			
Available Points Total:				100 points

6 LIMITATIONS AND OTHER PROJECT REQUIREMENTS

6.1 Department Reserved Rights

The issuance of this RFQ/P constitutes only an invitation to present qualifications and proposals. This RFQ/P does not commit the Department to proceeding with the procurement, entering into the PDB Contract, or proceeding with design and/or construction of the Project. The Department reserves to itself all rights and discretion available to it under the Public Contract Code and other applicable law, including without limitation, the actions listed below. The Department may, at its sole discretion, with or without cause and with or without notice, take any of the following actions:

- Withdraw or cancel this RFQ/P any time prior to the execution, by the Department, of a PDB Contract, without incurring any cost obligations or liabilities (with the exception of the conditions described in RFQ/P Section 4.10), with or without substitution of another RFQ/P for any reason whatsoever.
- Supplement, amend, or otherwise modify this RFQ/P via Addenda.
- Modify the procurement schedule (identified in RFQ/P Section 4.3) and Project schedule (identified in RFQ/P Section 2.9) as necessary.
- Issue a new RFQ/P.
- Reject any or all SOQ/Ps found to be nonresponsive.
- Conduct investigations of each Submitter, Key Participant, subcontractor or subconsultant, and their employees, and each Key Personnel. This includes, but is not limited to reference checking, confirming information provided, gathering additional information, and inspection of any of the projects referenced in any of the SOQ/Ps.
- Approve or disapprove of the use of Key Participants and Key Personnel identified in the SOQ/P.
- Decide not to award a PDB Contract for any reason whatsoever.
- Waive deficiencies, informalities, and irregularities in SOQ/Ps;
- Comply with CEQA by, among other things: (i) modifying the Project as may be necessary; (ii) selecting feasible alternatives and mitigation measures to avoid or reduce significant environmental impacts; (iii) balancing the benefits of the Project against any significant environmental impacts prior to taking final action if such significant impacts cannot otherwise be avoided; and/or (iv) determining not to proceed with the Project.

In submitting an SOQ/P in response to this RFQ/P, the Submitter is specifically acknowledging these, and other rights defined in this RFQ/P. SOQ/Ps received become the property of the Department and will not be returned to the Submitter.

6.2 Department Disclaimers

In issuing this RFQ/P and undertaking the procurement process, including issuing the RFQ/P, the Department specifically disclaims the following:

- Any obligation to award or execute a PDB Contract pursuant to the RFQ/P.
- Any obligation to award or execute a PDB Contract or Phase 2 Amendment in the event the “no build” alternative is selected during the CEQA process and/or if necessary environmental permits are not issued.

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

6.3 Challenges

The decisions of the Department during this procurement, including Submitter selection and the subsequent award of the PDB Contract, will be final and will not be appealable, reviewable, or reopened before the Department in any way.

6.4 Public Records Act

Documents and other records submitted in response to this RFQ/P are subject to the provisions of the California Public Records Act (Gov. Code § 7920.000 et seq.) and PCC § 10165. The completed Design-Builder Profile Questionnaire and Certification (SOQ/P Attachment 4.2) and completed Key Participant Profile Questionnaire and Certification(s) (Questionnaires) (SOQ/P Attachment 4.3) are not public records and are not open to public inspection. Other information may be exempt from disclosure if the Department determines that an exemption to the Public Records Act applies (e.g. Gov. Code §§ 7927.605, 7927.705, and 7930.000-7930.215). 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 exempt from the Public Records Act must be clearly identified as such and readily separable from the balance of the SOQ/P and labeled and addressed in the same manner specified for the provided Questionnaires. 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 Submitter.

The Department will use reasonable efforts to ensure that records submitted by Submitter(s) and determined by the Department to be exempt from the Public Records Act will, to the extent permitted by law, remain confidential. The Department may be required to produce such records as part of a legal process, including arbitration, litigation, response to a court order, or a regulatory process. If the Department is required to produce such records, the Department assumes no responsibility for protecting records from disclosure but will make reasonable efforts to provide notice to the Submitter prior to

producing any records so the Submitter can seek a protective order or to take other action seeking to prevent its disclosure.

Until the PDB Contract is executed, the Department may, in accordance with the Public Records Act, withhold certain documentation and submittals provided to the Department by a Submitter to maintain procurement fairness.

After a PDB Contract is executed or the procurement is terminated, at a Submitter's request, the Department will destroy exempt records unless the Department needs to retain them to comply with PCC § 10215.2(d), any provision of the RFQ/P, or any other requirement.

Submitters' SOQ/Ps are available upon written request after the Department executes the PDB Contract to the extent information within the SOQ/P is not exempt from the PRA.

6.5 Other Project Requirements

The selected Design-Builder will be required to comply with certain legal requirements as summarized below.

6.5.1 Equal Employment Opportunity

In its performance of the PDB Contract, the Design-Builder 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 is incorporated herein in full by this reference. Attention is directed to the "Non-discrimination 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 Government Code Section 12990.

6.5.2 Prevailing Wages and Other Labor Code Requirements

The PDB Contract entails the performance of public works for the purposes of California's prevailing wage laws, California Labor Code Sections 1720 to 1861, Title 8 of the California Code of Regulations, Section 16000 et seq., and related laws, regulations, determinations, and guidance.

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

In addition to complying with other applicable laws, each Submitter submitting an SOQ/P for the Project must be a DIR Registered Public Works Contractor pursuant to Lab. Code § 1725.5 (“DIR registered contractor”). A Submitter and Key Participants (responsible for any portion of construction) who are not a DIR registered contractor when submitting a Statement of Qualifications will be deemed “not qualified.” Limited exceptions for Joint Ventures may apply pursuant to Section 1771.1 of the Labor Code.

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

6.5.3 Small Business and Disabled Veteran Business Enterprise Participation

The Department is committed to providing opportunities for participation by California certified small businesses (SBs), including microbusinesses (MB) (together SB/MB), and Disabled Veteran Business Enterprise (DVBEs). The Department’s department-wide goal for SB/MB participation is 25% and goal for DVBE participation is 3%. The Department strongly encourages Submitters to strengthen their teams by considering opportunities for participation by California-certified Small Business (SB), Microbusiness (MB), and Disabled Veteran Business Enterprise (DVBE) firms whose capabilities satisfy compliance requirements for Commercially Useful Function (Gov. Code § 14837; 2 CCR §§ 1896.5, 1896.71; Mil. & Vet. Code § 999(b)(5)(B)).

An online, searchable database of current SBs and DVBEs and their areas of expertise can be found on the California Department of General Services, Procurement Division website at <https://www.caleprocure.ca.gov>. For additional information, contact the Designated Contact identified in RFQ/P Section 4.4.

6.5.3.1 SB/MB and DVBE Phase 2 Utilization Plan

The SB/MB and DVBE minimum participation requirements for Phase 2 Work will be established by the Department during Phase 1 and set out in a Phase 2 Amendment. The selected Design-Builder will be required to submit a SB/MB and DVBE utilization plan as part of their Subcontracting and Self-Performance Plan for Phase 2 Work, during Phase 1 Design and Preconstruction. The plan must explain how the Design-Builder will conduct outreach to SB/MB and DVBE firms (who are not already involved in Phase 1 Work) to increase the likelihood of achieving the Department’s participation requirements for Phase 2 Work.

6.5.4 Contract Security

6.5.4.1 Substitution of Securities

Pursuant to PCC § 10263, the Design-Builder may request substitution of eligible securities for any monies withheld by the Department. Options are limited by the funding source(s) for the Project.

6.5.4.2 Bond Requirements

If awarded a PDB Contract, the Design-Builder will be required to provide both a payment bond and a performance bond, each in the amount of 100 percent of the price for Phase 1 services. Each bond must be provided to the Department after award and prior to the Department's execution of the PDB Contract. If the PDB Contract is amended to include Phase 2 services, the Design-Builder must also provide payment and performance bonds, each in the amount of 100 percent of the price for Phase 2 services, prior to execution of any Phase 2 Amendment.

The payment bond and performance bond must be in the forms and amounts set forth in PDB Contract, Section 17: Payment and Performance Bonds and issued by a surety acceptable to the Department.

6.5.4.3 Insurance and Indemnity Requirements

Should the Department successfully negotiate a PDB Contract with the Design-Builder, the Design-Builder will be required to furnish the types and limits of insurance set forth in PDB Contract Appendix G: Required Insurance (provided via Cosmos). Each policy must be obtained and be in force, with satisfactory evidence thereof submitted to the Department, after award and prior to the Department's execution of the PDB Contract.

Submitters must provide evidence of capability to provide insurance as provided in Table 5-1, Detailed SOQ/P Contents Requirements, Evaluation Criteria and Considerations (see requirements for SOQ/P Attachment 4: Design-Build Team Profile Information and Certification). Submitters must provide written certification from its insurance company(ies) indicating that the Submitter is capable of obtaining the types of insurance and policy limit requirements specified in PDB Contract, Appendix G: Required Insurance (provided via Cosmos).

In addition, the selected Design-Builder will be required to indemnify the State, its officers, consultants, employees, representatives, and agents with respect to claims arising out of the PDB Contract, as specified.

6.5.5 Conflicts of Interest and Disclosures

6.5.5.1 Conflict of Interest Policy

The Department has developed a Conflict of Interest (COI) Policy for Progressive Design-Build projects that will be in effect during this Project. A copy of the COI Policy is enclosed as RFQ/P Attachment B-1. The Submitter must complete RFQ/P Attachment B-2: Disclosure of Potential Organizational Conflict of Interest Statement (Disclosure Statement), and include it in its SOQ/P. Each Submitter and Design-Build Team member is responsible for determining whether an actual, potential, or perceived Conflict of Interest exists. Refer to RFQ/P Attachment B-1: Organizational Conflict of Interest Policy for Progressive Design-Build Project Delivery, for more information on the obligation to disclose actual, potential, or perceived conflicts to the Department.

The Evaluation Team will analyze information provided by the Submitter and any other information it deems relevant. Determination of whether a conflict of interest exists, and the resolution of a potential or actual conflict of interest, is at the sole discretion of the Department.

The Submitter, the other members of the Design-Build Team (Key Participants and Key Personnel), other subconsultants and subcontractors, and employees of such entities must conform to the Department's COI Policy as well as applicable legal requirements.

6.5.5.2 Later Discovered Conflicts

If a conflict of interest is identified prior to execution of the PDB 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.

6.5.6 Construction Inspection Services

The Submitter, Key Participants, and employees of such entities who provide any 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.

6.5.7 Form 700 Disclosures

The Department may determine that an individual working for the Design-Build Team is a consultant, i.e., a public official, within the meaning of the Political Reform Act, specifically Government Code § 82048 and Title 2, California Code of Regulations § 18700.3. If the Department determines that one or more individuals is a consultant, such individuals must comply with California Department of Water Resources Standard Contract Provisions Regarding Political Reform Act Compliance found at the following website: <https://water.ca.gov/Programs/Engineering-And-Construction/Collaborative-Delivery-Program>. Such individuals must complete and submit an electronic Form 700 (Statement of Economic Interests) via the Department's electronic filing system or an original hard copy of the Form 700 to the Department's Assistant Filing Officer.

6.5.8 Economic Sanctions Against Russia

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

6.5.9 In-Person Meetings Required

The Design-Builder shall require Key Personnel and Key Participants to meet in-person with the Department to facilitate a cooperative project development process and the regular interaction necessary for the exchange of information following execution of the PDB Contract. It is expected that Key Personnel and Key Participants will be available for in-person meetings with the Department in the Imperial Valley

and/or Sacramento area during key times during the Project as stated in the draft PDB Contract Appendix A: Phase 1 Scope of Work.

6.5.10 Generative AI Disclosure Obligations

The State of California seeks to realize the potential benefits of GenAI, through the development and deployment of GenAI tools, while balancing the risks of these new technologies.

The Submitter must complete and submit RFQ/P Attachment A, Form H: *Generative Artificial Intelligence (GenAI) Disclosure* (DWR Form 9834).

The Department reserves the right to seek any and all relief to which it may be entitled to as a result of non-disclosure. The Department also reserves its right to prohibit any GenAI use that the Department determines to be an unacceptable level of risk to the Department.

The Department has incorporated GenAI provisions into the PDB Contract. Submitters are advised to review PDB Contract, Section 52: Generative Artificial Intelligence (GenAI) Obligations for ongoing GenAI use and reporting requirements.

6.5.11 Tribal Consultation Policy

The California Natural Resources Agency (CNRA) and its departments, commissions, boards, and conservancies are committed to consulting and meaningfully engaging with California Native American tribes as it works to “help all Californians and nature thrive together” (CNRA Mission). California Native American tribes have lived and stewarded the lands, airs, and waters of what is known today as California since time immemorial and have a unique connection to and knowledge of the environment and the natural, cultural, and historical resources that CNRA and its departments protect, manage, and restore. As such, CNRA and its departments are responsible for consulting with California Native American tribes.

The CNRA Tribal Consultation Policy (2025) serves as a foundation for all CNRA departments to build department-specific policies. One of the Policy’s primary goals is to ensure consistent consultations across CNRA departments and encourage inter-departmental collaboration when consulting with tribes. The Policy defines consultation, when to consult, consultation authority, and the roles and responsibilities of CNRA and department tribal liaisons.

- For more information and to read the full Tribal Consultation Policy and Best Practices Appendix, please visit: <https://resources.ca.gov/Initiatives/Tribalaffairs/TribalConsultation>
- For additional information or questions concerning the CNRA’s Tribal Consultation Policy, please contact: tribalaffairs@resources.ca.gov
- More information regarding existing CNRA department-specific tribal consultation policies and tribal liaison points of contact may be found here: <https://resources.ca.gov/Initiatives/Tribalaffairs/PointsofContacts>.

DWR’s Tribal Engagement Policy (2016) reflects a commitment to fulfilling consultation obligations to California Native American Tribes and acknowledges the sovereign authority of Tribes over their members

and territories. DWR is committed to improved communication, collaboration, and consultation consistent with California Executive Orders B-10-11, N-15-19, the CNRA Tribal Consultation Policy, and Assembly Bill 52 amended CEQA.

- DWR's Tribal Engagement Policy: [https://water.ca.gov/-/media/DWR-Website/Web-Pages/Programs/Delta-Conveyance/Tribal-Engagement/DWR Tribal Engagement Policy 508.pdf](https://water.ca.gov/-/media/DWR-Website/Web-Pages/Programs/Delta-Conveyance/Tribal-Engagement/DWR_Tribal_Engagement_Policy_508.pdf)
- For more information about DWR's Office of Tribal Affairs: <https://water.ca.gov/About/Tribal-Policy>
- For any questions about DWR's Tribal Engagement Policy, please contact the Office of Tribal Affairs at TribalPolicyAdvisor@water.ca.gov.

The Design-Build Team members must read and understand the CNRA Tribal Consultation Policy (2025) and DWR's Tribal Engagement Policy (2016).

END OF DOCUMENT

ATTACHMENT A

ATTACHMENT A: FORMS

Attachment A – Table of Contents

Form A: Cover Letter (attach statements from Submitter and Phase 2 Key Participants, on company letterhead, affirming they will conduct negotiations and pricing on an Open Book Basis.)

Form B: Submitter SOQ/P Certification

Form C: Proposed Key Personnel Information

Form D-1: Project Experience Matrix

Form D-2: Project Descriptions

Form E: Non-Disclosure Agreement

Form F-1: Requested Technical Edits to the PDB Contract (including the Appendices)

Form F-2: Requested Non-Technical Edits to the Draft PDB Contract (including the Appendices)

Form F-3: Submitter Comments on the Phase 1 Scope of Work

Form G-1: PDB Price Proposal Form

Form G-2: Billing Rates Calculation

Form H: Generative Artificial Intelligence (GenAI) Disclosure

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

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FORM A: COVER LETTER

SOQ/P Date:

California Department of Water Resources
Division of Engineering—Collaborative Delivery Program
Attention: Ilene Wellman-Barbree, Collaborative Delivery Manager
715 P Street, 4th Floor
Sacramento, California 95814

The undersigned (Submitter) hereby submits this Statement of Qualifications and Proposal (this SOQ/P) in response to that certain Request for Qualifications and Proposals dated as of **[Note to Submitter: Insert Date]** (as amended, the RFQ/P), issued by California Department of Water Resources (Department) for the Kane Spring Project, as described in the RFQ/P. Enclosed, and by this reference incorporated herein and made a part of this SOQ/P, are the following:

SOQ/P

SOQ/P Section 1. Cover Letter (Form A)
SOQ/P Section 2. Executive Summary
SOQ/P Section 3. Team Organization and Capacity to Conduct the Work
SOQ/P Section 4. Project Management Experience and Capabilities
SOQ/P Section 5. Collaboration and Effective Use of PDB and/or CMCG/CMAR
SOQ/P Section 6. Design-Build Team Qualifications and Experience
SOQ/P Section 7. Project Approach

SOQ/P Attachments

SOQ/P Attachment 1: Key Personnel Information and Resumes
SOQ/P Attachment 2: Project Experience Matrix and Project Descriptions
SOQ/P Attachment 3: Submitter's Agreement and Certification

Separate PDF File No. 1

SOQ/P Attachment 4: Design-Build Team Profile Information:

- Attachment 4.1: Disclosure of Potential Conflict of Interest Statement Certification
- Attachment 4.2: Design-Builder Profile Questionnaire and Certification
- Attachment 4.3: Key Participant Profile Questionnaire and Certification(s)
- Attachment 4.4: Non-Disclosure Agreement

Separate PDF File No. 2

SOQ/P Attachment 5: Submitter Comments on the Phase 1 Scope of Work

Separate PDF File No. 3

SOQ/P Attachment 6: PDB Price Proposal

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

- **[Note to Submitter:** Submitter to list any Addenda to this RFQ/P and/or Information Letters by dates and numbers prior to executing Form A]

Submitter represents and warrants that it has read the RFQ/P and agrees to abide by the contents and terms of the RFQ/P and the SOQ/P. If the Submitter is a partnership, limited partnership, joint venture, or other association, all members of the Submitter entity agree to accept joint and several liability to the Department for performance under the Progressive Design-Build Contract. Submitter understands that the Department is not bound to award a Progressive Design-Build Contract and may reject each SOQ/P the Department may receive. Submitter further understands that all costs and expenses incurred by it in preparing this SOQ/P and participating in the Project procurement process will be borne solely by the Submitter.

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

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

The Submitter Representative who will serve as the interface between the Department and the Submitter for all communication is:

Name: _____
Title: _____
E-Mail: _____
Phone: _____

Submitter's business address:

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

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

[Submitter's name]

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

2. Sample signature block for partnership or joint venture:

[Submitter's name]

[Other Partners]

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

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

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

3. Sample signature block for attorney in fact:

[Submitter's name]

Signature: _____
Printed Name: _____
Attorney in Fact
Date: _____

ACKNOWLEDGMENT

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

State of California

County of _____)

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

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

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

WITNESS my hand and official seal.

Signature _____

(Seal)

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

FORM B: SUBMITTER SOQ/P CERTIFICATION

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

DECLARATION

STATE OF _____

COUNTY OF _____

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

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

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

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

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

ACKNOWLEDGMENT

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

State of California

County of _____)

On _____ before me, _____,

(insert name and title of the officer)

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

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

WITNESS my hand and official seal.

Signature_____

(Seal)

NOTICE TO APPLICANTS:

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

FORM C: PROPOSED KEY PERSONNEL INFORMATION

Name of Submitter	
-------------------	--

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

Position	Key Personnel Name	Firm Affiliation	Years of Experience	Education and Registrations	Summary of How Experience is Relevant to the Project
Design-Build Manager					
Lead Designer					
Construction Manager					
Quality Manager					
Safety Manager					
Environmental Compliance Manager					
Wetland Restoration Manager					

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

FORM D-1: PROJECT EXPERIENCE MATRIX and FORM D-2: PROJECT DESCRIPTIONS

Instructions for Form completion: Responses must be addressed within the tables (Form D-1 and Form D-2) below.

- Form D-1 may be reformatted, but must contain the information requested, in the order identified in the table below. All projects identified on Form D-1 must have a corresponding Project Description. This Form D-1 has no page limitation.
- Form D-2 is limited to a maximum of four (4) pages for each completed project. Form D-2 may be reformatted, but must contain the information requested, in the order identified below. All Project Descriptions must have a corresponding entry on the Project Experience Matrix. Project Descriptions marked as “Confidential” and/or omit any required information are not acceptable. All required information must be provided.

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FORM D-1: PROJECT EXPERIENCE MATRIX

Project Experience Matrix			Experience Categories					
			Do not place an “X” under an experience category unless significant scope and experience is described in the accompanying Project Description.					
Featured Project Titles Title should match detailed accompanying Project Description.	Submitter and/or Key Participants (Firms) roles Submitter and/or Key Participant’s Role on Featured project (e.g., General Contractor, designer, etc.)	Key Personnel (people) roles List all Key Personnel who worked on the Featured Project and their roles	Designing and building wetlands similar to the one existing at the Salton Sea	Delivery in complex or environmentally constrained sites (e.g., protection of special status species, buffer zones)	Work along ocean, lake, or riverbank shorelines	Projects subject to permitting constraints and protected species requirements.	Coordination with regulatory/permitting agencies; and engagement w/third parties	Construction in extreme climate conditions.
Example Row (may be deleted) Featured Project No. 1: DWR Pumping Plant Upgrade PDB Project	- ABC, Inc. (Design-Builder and general contractor) - DEF, Inc (EOR) - HIJ, Inc (Electrical Sub)	- Mary Smith, DB Project Manager (ABC, Inc) - Joe Hill, Lead Designer (DEF, Inc)	X (Example: place an “X” if project meets this experience category)	X	Not applicable	X	X	Not applicable
Featured Project 1: [Title]								
Featured Project 2: [Title]								
Featured Project 3: [Title]								
Featured Project 4: [Title]								
Featured Project 5: [Title]								

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FORM D-2: PROJECT DESCRIPTIONS

Name of Submitter					
Identify Submitter, Key Participants (firms), and Key Personnel (individuals) involvement					
Name of Project					
Contract/Project No.					
Owner's Reference Contact Information Name: Phone number: e-mail address:					
Dates of work and/or warranty periods					
Delivery Method:	☐ Design-Bid-Build	☐ CMGC, GCCM, or CMAR	☐ Progressive Design-Build	☐ Fixed Price Design-Build	☐ Other (Describe): _____
A narrative describing the project					
Description of the services provided, and percentage of the overall project actually performed by Submitter and each Key Participant(s) (firms).					

Description of services and level of involvement provided by Key Personnel (individual)	
Scheduled Completion Date	
Actual Completion Date, including an explanation for differences in scheduled vs. actual completion date, if any.	
Initial contract price	
Final contract price for the project, including the quantity and dollar value of contract modifications and claims, and an explanation of the causes for price change(s), whether upward or downward.	
Dispute history including subjects and outcomes.	

FORM E: NON-DISCLOSURE AGREEMENT

Note to Submitter: Submitters must complete Form E. If Submitter is a Partnership, Limited Partnership, Joint Venture, or other Association, an authorized representative for each member of Submitter/Design-Builder must sign a separate NDA.

CONFIDENTIALITY AND NON-DISCLOSURE AGREEMENT

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

Project Reference No.:

Project Title (hereafter Project):

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

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

4. Document Recipient will take all necessary measures to protect Confidential Information from unauthorized access, modification, destruction, or disclosure. These measures may include, but are not limited to, password protection of electronic data, encrypted transmission of electronic data, and secure mailing and locked storage of paper and electronic storage devices. Such measures may also include establishment of secure workstations and maintenance of a secure workstation access log. Document Recipient must also apply appropriate security patches and upgrades and keep virus software up to date on all systems on which Confidential Information may be used.
5. Document Recipient must ensure that all media, including electronic media, containing Confidential Information, to which they are given access are protected at the level of the most confidential or sensitive piece of data on the media.
6. Document Recipient must notify the Department promptly if a security breach involving Confidential Information occurs or if Document Recipient becomes legally compelled to disclose any Confidential Information.
7. At the conclusion of the proposed work for which the above-described Confidential Information was furnished, or upon demand by the Department, the Document Recipient must return all Confidential Information, including any and all copies made, to the Department, or certify that the Confidential Information has been destroyed. The Department, at its sole discretion, may demand that all written notes, photographs, sketches, models, or memoranda which were developed or derived from or reflect information obtained from the Confidential Information be turned over to the Department.
8. By accepting and using the Confidential Information, Document Recipient agrees to indemnify, defend, and hold harmless the Department, its directors, officers, employees, and agents from and against any claims, damages, losses, liabilities, and costs relating in any manner, directly or indirectly, to the use of such information furnished by the Department pursuant to this Agreement.
9. With respect to any and all third-party claims, Document Recipient waives any and all rights to any type of express or implied indemnity against the Department, its directors, officers, employees, and agents.

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

Company/Agency:

Address:

Email Address:

Telephone No.:

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

Document Recipient Representative:

Print Name

Print Title

Signature

Date

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FORM F-1: REQUESTED TECHNICAL EDITS TO THE PDB CONTRACT (INCLUDING THE APPENDICES)

Instructions. Using this Form, Submitters must describe all requested technical edits to the PDB Contract including the Appendices provided in Cosmos.

- For each requested edit in Table 1 below, specifically identify the language in the PDB Contract being addressed (main document or appendix, section, and paragraph). Include the original contract language under the Original Language column.
- Related comments should be grouped together. Submitters must provide clear, explicit rationale for each requested edit in the table.
- The Department may make changes to the PDB Contract based on Submitter comments. See RFQ/P Section 4.5.2 and 4.5.3 for additional information.
 - Any suggested changes to the PDB Contract including the Appendices are considered non-confidential.
 - Any agreed-upon changes will be responded to via an Information Letter and included in a future RFQ/P Addendum. See RFQ/P Section 4.3 for anticipated timing.
- Any changes that are not agreed to will be responded to via an Information Letter. Do not use this form for non-technical questions or comments, or to request edits to the non-technical Appendices. Use Form F-2.
- Do not use this form to request edits to the Phase 1 Scope of Work. Use Form F-3.

Table 1. Requested Technical Edits to the Draft PDB Contract and Appendices					
Comment No.	Document Reference	Category ¹	Original Language	Suggested Language Change	Reason for each requested Change ²
[add rows as necessary]					

- Note:*
1. Submitters are requested to identify each item as Category 1, 2, 3, or 4. “Category 1” means a potential “go/no-go” issue that, if not resolved in a fashion acceptable to the Submitter, may cause the Submitter to decide to forego submitting an SOQ/P. “Category 2” means a major issue that, if not resolved in a fashion acceptable to the Submitter, will significantly affect value for money or taken together with the entirety of other issues, may cause the Submitter to decide to forego submitting an SOQ/P. “Category 3” means an issue that may affect value for money, or another material issue, but is not at the level of a Category 1 and Category 2 issue. “Category 4” means an issue that is minor in nature, a clarification, or a comment concerning a conflict between documents or within a document, etc.
 2. Submitters are requested to include a detailed rationale for any proposed changes to the draft PDB Contract including the appendices. The rationale should clearly articulate the Submitter’s specific concerns and the underlying reasoning for the requested revision. Please note that generic or conclusory statements, such as “aligns with industry standards” or “typical in design-build contracts,” will be considered insufficient and may not be given due consideration. The rationale should address project-specific context, risk implications, and the Submitter’s contractual position or experience that supports the requested change.

FORM F-2: REQUESTED NON-TECHNICAL EDITS TO THE DRAFT PDB CONTRACT (INCLUDING THE APPENDICES)

Instructions. Using this Form, Submitters must describe all requested non-technical edits to the draft PDB Contract, including the Appendices, which is provided in Cosmos.

- For each requested edit included in Table 1 below, specifically identify the language in the draft PDB Contract being addressed (main document or appendix, section, and paragraph), under the heading “Document Reference.” Include the original contract language under the ‘original language’ heading.
- Related comments should be grouped together. Submitters must provide **clear, explicit rationale** for each requested edit in the table.
- The Department may make changes to the draft PDB Contract based on Submitter comments. See RFQ/P Section 4.5.2 and 4.5.3 for additional information.
 - Any suggested changes to the draft PDB Contract are considered non-confidential.
 - Any agreed-upon changes will be included in a revised draft PDB Contract issued with the final RFQ/P Addendum. See RFQ/P Section 4.3 for anticipated timing.
 - Any non-agreed-upon changes, including Department responses, will be issued via an Information Letter.
- Do not use this form for technical questions or comments, or to request edits to the technical Appendices. Use Form F-1.
- Do not use this form to request edits to the Phase 1 Scope of Work. Use Form F-3.

Table 1. Requested Non-technical Edits to the Draft PDB Contract and Appendices					
Comment No.	Document Reference	Category ¹	Original Language	Suggested Language Change	Reason for each requested Change ²
[add rows as necessary]					

Note:

1.

Submitters are requested to identify each item as Category 1, 2, 3, or 4. “Category 1” means a potential “go/no-go” issue that, if not resolved in a fashion acceptable to the Submitter, may cause the Submitter to decide to forego submitting an SOQ/P. “Category 2” means a major issue that, if not resolved in a fashion acceptable to the Submitter, will significantly affect value for money or taken together with the entirety of other issues, may cause the Submitter to decide to forego submitting an SOQ/P. “Category 3” means an issue that may affect value for money, or another material issue, but is not at the level of a Category 1 and Category 2 issue. “Category 4” means an issue that is minor in nature, a clarification, or a comment concerning a conflict between documents or within a document, etc.

2.

Submitters are requested to include a detailed rationale for any proposed changes to the draft Progressive Design-Build Contract. The rationale should clearly articulate the Submitter’s specific concerns and the underlying reasoning for the requested revision. Please note that generic or conclusory statements, such as “aligns with industry standards” or “typical in design-build contracts,” will be considered insufficient and may not be given any consideration. The rationale should address project-specific context, risk implications, and the Submitter’s contractual position or experience that supports the requested change.

FORM F-3: SUBMITTER COMMENTS ON THE PHASE 1 SCOPE OF WORK

Table 3. Suggested Changes to the Assumptions (any task, excluding Task 4 and Task 5)					
Comment No.	Task or Subtask Number	Task/Subtask Title	Current Language	Proposed Change	Rationale why change is necessary
1	[Task XX or Subtask X.X.]	[Title of the existing task]			
[add rows as necessary]					

PHASE 1 SCOPE OF WORK

Instructions: Using this Form, Submitters must describe all suggested supplemental or deductive scope, to Task 4 Site Investigations and Task 5 Alternatives Analysis and Work Packages, and all changes to the Assumptions as currently listed in the draft PDB Contract, Appendix A: Phase 1 Scope of Work, provided via Cosmos. The corresponding price for all scope as suggested by the Submitter must be submitted using Form G-1: PDB Price Proposal Form. A corresponding increase or decrease in price for any suggested changes in assumptions must also be submitted using Form G-1: PDB Price Proposal Form. The proposed scope and corresponding price for Task 4 and Task 5, as well as any suggested changes to assumptions, will be evaluated for responsiveness only. This Form F-3 will be used as the basis of negotiation with the highest ranked Submitter.

Table 1. Proposed Supplemental Scope (Task 4 or Task 5 only)				
Comment No.	New or Existing?	Task or Subtask Number (or new no.)	Task/Subtask Title	Proposed Supplemental Scope Language, Including Assumptions
1	[New or Existing]	Task XX or Subtask X.X.	[Title of the existing task or proposed new task]	
[add rows as necessary]				

Table 2. Proposed Deductive Scope (Task 4 or Task 5 only)			
Comment No.	Task or Subtask Number	Task/Subtask Title	Rationale why scope is unnecessary
1	[Task XX or Subtask X.X.]	[Title of the existing task]	
[add rows as necessary]			

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FORM G-1: PDB PRICE PROPOSAL FORM

Phase 1: Design and Preconstruction Services Scope of Work Price			
EVALUATED and SCORED: Not-to-Exceed Price for Phase 1 Design and Preconstruction Services Scope of Work is the sum of line items below.			\$ 0.00
Task 1	Project Management Services and Administration		
	Subtask 1.1	Initiation and Kickoff Activities	\$ 0.00
	Subtask 1.2	Progress and Coordination Meetings	\$ 0.00
	Subtask 1.3	Monthly Progress Reporting	\$ 0.00
	Subtask 1.4	Development of Project Communication Protocols	\$ 0.00
	Subtask 1.5	Public Outreach Support	\$ 0.00
Task 2	Management Plans		
	Subtask 2.1	Project Management Plan	\$ 0.00
	Subtask 2.2	Safety Plans	\$ 0.00
	Subtask 2.3	Quality Assurance/Control Program	\$ 0.00
	Subtask 2.4	Environmental Management and Monitoring Plans	\$ 0.00
	Subtask 2.5	Subcontracting and Self-Performance Plan	\$ 0.00
	Subtask 2.6	Risk Management Procedures and Register	\$ 0.00
	Subtask 2.7	Commissioning, Startup, and Performance Test Plans	\$ 0.00
Task 3	Partnering		
	Subtask 3.1	Kickoff Partnering Workshop	\$ 0.00
	Subtask 3.2	Quarterly Partnering Workshops	\$ 0.00
Task 4	Site Investigations		

Phase 1: Design and Preconstruction Services Scope of Work Price			
	Subtask 4.1	TBD	
Task 5	Alternatives Analysis and Work Packages		
	Subtask 5.1	TBD	
Task 6	Design through 65 Percent		
	Subtask 6.1	Basis of Design	\$ 0.00
	Subtask 6.2	35% Design Documents	\$ 0.00
	Subtask 6.3	65% Design Documents	\$ 0.00
Task 7	Approvals and Reviews		
	Subtask 7.1	Approvals and Reviews Plan	\$ 0.00
	Subtask 7.2	Design-Builder Approvals and Reviews and Support for Obtaining Department Approvals and Reviews	\$ 0.00
	Subtask 7.3	Compliance and Reporting for Preconstruction Site Investigations	\$ 0.00
Task 8	Cost Estimates		
	Subtask 8.1	Cost Estimate Template Development	\$ 0.00
	Subtask 8.2	Cost Estimates (for each Work package)	\$ 0.00
Task 9	Scheduling, Project Sequencing and Phasing Plan		
	Subtask 9.1	Schedule Development	\$ 0.00
	Subtask 9.2	Design and Construction Sequencing and Phasing Plan	\$ 0.00
	Subtask 9.3	Constructability Reviews	\$ 0.00
Task 10	GMP Proposal(s) (for each Work Package) and Negotiations		
			\$ 0.00
Task 11	GMP Through Final Design		
	Subtask 11.1	95% Design Documents	\$ 0.00

Phase 1: Design and Preconstruction Services Scope of Work Price			
	Subtask	\$	0.00
	11.2 Final Design Documents		
Task 12	Additional Services		
	Allowance for unanticipated or additional preconstruction work	\$	2,000,000.00

Proposed Price for Task 4 Site Investigations of the Phase 1 Design and Preconstruction Services Scope of Work

Evaluated For Responsiveness Only. Site Investigation services proposed price (sum of items below). All proposed supplemental or deductive site investigation services necessary to support the Submitter's design concept as proposed on Table 1 and Table 2 of RFQ Attachment A, Form F-3: *Submitter Comments on the Phase 1 Scope of Work*. (specify, add rows for additional subtasks as needed).

Task 4	Site Investigations		
	Subtask	\$	0.00
	4.1 Reference Document Review		
	Subtask	\$	0.00
	4.2 Geotechnical Investigations and Report		
	Subtask	\$	0.00
	4.3 Surveying and Mapping		
	Subtask	\$	0.00
	4.4 Monument Preservation Support		
	Subtask	\$	0.00
	4.5 Biological Resource Surveys		
	Subtask	\$	0.00
	4.6 Cultural Resources Studies		
	Subtask	\$	0.00
	4.7 Establish Water Quality Baseline and Ongoing Monitoring Through Phase 1		
	(add rows as necessary)		

Proposed Price for Task 5 Alternatives Analysis and Work Packages of the Phase 1 Design and Preconstruction Services Scope of Work

Evaluated For Responsiveness Only. Alternatives Analysis and Work Packages proposed price (sum of items below). All proposed supplemental or deductive services necessary to support the Submitter's design concept as proposed on as proposed on Table 1 and Table 2 of RFQ Attachment A, Form F-3: *Submitter Comments on the Phase 1 Scope of Work*. (specify, add rows for additional subtasks as needed).

Task 5	Alternatives Analysis and Work Packages		
		\$	0.00
	(add rows as necessary)		

Phase 1: Design and Preconstruction Services Scope of Work Price

Proposed Supplemental and/or Deductive Price(s) for suggested changes to the assumptions in the Phase 1 Scope of Work

Evaluated For Responsiveness Only. Corresponding price increase or decrease for suggested changes to assumptions as proposed on as proposed on Table 3 of RFQ Attachment A, Form F-3: *Submitter Comments on the Phase 1 Scope of Work*. Add rows as needed.

Task X	Subtask X.X. [title of the existing task]	(increase/decrease)	\$	0.00
Task X	Subtask X.X. [title of the existing task]	(increase/decrease)	\$	0.00
	(add rows as necessary)			

Phase 2: Design-Builder's Fee (for Home Office Overhead and Profit).

EVALUATED and SCORED: *Construction phase fee to be applied to approved costs for construction.* A total percent (%) markup for combined Home Office Overhead and Profit on all Phase 2 Work.

XX %

Phase 2: Construction Fee Detail

Evaluated for responsiveness only. As described in RFQ/P Table 5-1.

Provide a breakout of Home Office Overhead and Profit, as a component of the above percent fee markup.

Percent (%) markup allocated for <u>Home Office Overhead</u>	XX	%
Percent (%) markup allocated for <u>Profit</u>	XX	%

Phase 2: Key Participant Fee (for Home Office Overhead and Profit) and Fee Detail

Construction phase fee to be applied to approved costs for construction. A total percent (%) markup for combined Home Office Overhead and Profit. Provide a breakout of Home Office Overhead and Profit. List for each Key Participant identified in the SOQ/P. Subject to negotiation.

Evaluated for responsiveness only. As described in RFQ/P Table 5-1. Add rows as needed.

[Key Participant 1] Total percent markup	XX	%
Percent (%) markup allocated for <u>Home Office Overhead</u>	XX	%
Percent (%) markup allocated for <u>Profit</u>	XX	%
[Key Participant 2] Total percent markup	XX	%
Percent (%) markup allocated for <u>Home Office Overhead</u>	XX	%
Percent (%) markup allocated for <u>Profit</u>	XX	%

[Key Participant 3] Total percent markup	XX	%
Percent (%) markup allocated for <u>Home Office Overhead</u>	XX	%
Percent (%) markup allocated for <u>Profit</u>	XX	%
[Key Participant 4] Total percent markup	XX	%
Percent (%) markup allocated for <u>Home Office Overhead</u>	XX	%
Percent (%) markup allocated for <u>Profit</u>	XX	%
(Add rows as necessary)		

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FORM G-2: BILLING RATES CALCULATION

Instructions. The Design-Builder will enter the proposed Labor Multipliers for the Design-Builder and for each Key Participant. Labor Multipliers are subject to negotiations with the selected Design-Builder. These Labor Multipliers will be used to calculate Billing Rates by multiplying the Design-Build Team member’s Labor Multiplier by their employee’s raw labor rate (which will be substantiated by a certified payroll report), resulting in the Billing Rate for that employee. Do not submit raw labor rates with the SOQ/P. Each employee of each Design-Build Team member is expected to have a different Billing Rate (unless they have the same raw labor rate). Billing Rates will be used to determine compensation to be paid for all Phase 1 Changes as well as Phase 2 Engineering Support During Construction.

If a Design-Build Team Member (Subcontractor or Subconsultant) does not have an accounting system with separate accounts for unallowable costs in accordance with FAR (48 CFR Part 31); does not have the capacity to track costs that are directly allocable to projects; and does not have a timekeeping system that is sufficiently detailed to allow for proper determination of direct and indirect labor costs, then the Design-Builder must submit a question to the Department requesting to use a billing rate process for that Design-Build Team member before the time and date for clarification questions identified in RFQ/P Table 4-1. Failure to do so may result in a finding of non-responsiveness.

Following negotiations with the selected Design-Builder, the agreed to Labor Multipliers will be included in PDB Contract Appendix F, Form F-2. These Labor Multipliers and method of calculating Billing Rates will be used for the duration of the PDB Contract including any and all time extensions.

Design-Build Team Member Name	Labor Multiplier ¹		Employee raw labor rate (certified payroll documentation will be required to substantiate rates paid to the employee)		Billing Rate
Design-Builder: [Name]	[enter labor multiplier]	x	[varies by employee]	=	[calculated value]
[Name: Key Participant 1]	[enter labor multiplier]	x	[varies by employee]	=	[calculated value]
[Name: Key Participant 2]	[enter labor multiplier]	x	[varies by employee]	=	[calculated value]
[Name: Key Participant 3]	[enter labor multiplier]	x	[varies by employee]	=	[calculated value]
[add rows as necessary]					

- Notes:
- 1. The Labor Multiplier for the Design-Builder is inclusive of all of its Home Office Overhead and Profit. Labor Multipliers for each of the Key Participants is inclusive of all Home Office Overhead and Profit for the Key Participant.
 - a. The Design-Builder’s Fee will not be applied to Design-Builder’s Billing Rates.
 - b. The Design-Builder may apply the Design-Builder’s Fee to Subcontractor cost to Phase 1 Changed Work.
 - c. The Design-Builder may apply the Design-Builder’s Fee to Engineering Services During Construction in accordance with PDB Contract, Section 33.02.

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FORM H: GENERATIVE ARTIFICIAL INTELLIGENCE (GenAI) DISCLOSURE

Generative Artificial Intelligence (GenAI) Disclosure

Bidder/Offer Information		
Solicitation/Contract number		Bidder ID/Vendor ID (optional)
Business Name		Business Telephone Number
Address		City/State/Zip
Description of purchase or service		
Does the purchase or service include GenAI? ☐ Yes ☐ No (if no, skip to the signature section of the form.)		
GenAI Description		
1. What is the application and/or product name?		
2. What is the model and version of the product?		
3. What is the license tier of the GenAI product, if applicable (free, enterprise, platinum, etc.)?		
4. How is the GenAI solution delivered: IaaS, PaaS, SaaS, or will it be deployed on-premises?		
Approval		
By signing this document, I have identified and reported any GenAI use in the performance of this contract.		
Name	Signature	Date

ATTACHMENT B

**ATTACHMENT B-1: ORGANIZATIONAL CONFLICT OF INTEREST POLICY
FOR PROGRESSIVE DESIGN-BUILD PROJECT DELIVERY**

**ATTACHMENT B-2: DISCLOSURE OF POTENTIAL ORGANIZATIONAL
CONFLICT OF INTEREST STATEMENT (DISCLOSURE STATEMENT)**

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**ORGANIZATIONAL CONFLICT OF INTEREST POLICY
FOR PROGRESSIVE DESIGN-BUILD PROJECT DELIVERY**

A. PURPOSE AND GOALS

Pursuant to Public Contract Code (PCC) Section 10215.1(b), this Organizational Conflict of Interest Policy and requirements applicable to Submitters, Proposers, Design-Builders, and their respective Design-Build Team members in connection with Progressive Design-Build Projects procured pursuant to PCC Section 10215 et seq.

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

1. Preventing actual, and mitigating potential, conflicts of interest;
2. Protecting the validity, integrity, transparency, competitiveness, and fairness of procurements and contract;
3. Avoiding circumstances where a Submitter, Proposer, the Design-Builder or other Design-Build Team member obtains, or appears to obtain, an unfair competitive advantage;
4. Providing guidance to prospective Submitters, Proposers, and Design-Builders in establishing teams, for any requested substitutions of team members for a Progressive Design-Build Project; and procuring subcontractors under PCC Section 10215.5;
5. Providing guidance to enable contractors to make informed decisions while conducting business with the Department;
6. Ensuring that work is performed in an objective, impartial manner in the best interest of the Department; and
7. Ensuring compliance with applicable Legal Requirements.

This Policy does not address every situation that may arise in the context of the Department's procurements and contracts, nor does it mandate a particular decision or determination by the Department. The Department retains the ultimate and sole discretion to determine on a case-by-case basis whether an Organizational Conflict of Interest (as defined below) exists and what actions may be appropriate to avoid, neutralize, or mitigate any actual or potential Organizational Conflict of Interest or the appearance of any such Organizational Conflict of Interest.

B. DEFINITIONS

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

1. **Conflict of Interest** means a circumstance arising out of existing or past activities, business or financial interests, familial relationships, contractual relationships, and/or organizational structure (i.e., parent entities, subsidiaries, affiliates, etc.) of a

Submitter, Proposer, Design-Builders or any of its Design-Build Team members that results in, or could reasonably be perceived to result in:

- a. impairment or potential impairment of the Submitter's, Proposer's, or Design-Builder's ability to render impartial assistance or advice to the Department, or of its objectivity in performing work for the Department;
 - b. an unfair competitive advantage for any Submitter or Proposer with respect to the procurement process for the Progressive Design-Build Project, including access to information that is not generally available to the other Submitters or Proposers, or prior participation in establishing the ground rules for the procurement by developing specifications, evaluation criteria, or similar documents;
 - c. any prior involvement of the Submitters, Proposers, Design-Builder, and their respective Design-Build Team in this Project, including association with any ineligible firms identified by the Department;
 - d. participation in more than one Submitter's or Proposer's Design-Build Team by any member of any team;
 - e. violation of any Legal Requirements;
 - f. activities by a Design-Build Team member that are adversarial to the Department's interests; or
 - g. a perception or appearance of impropriety with respect to the project delivery process for the Progressive Design-Build Project (regardless of whether any such perception is accurate).
2. **Progressive Design-Build Project** means a project for which the Department procures design and construction services from a single entity pursuant to PCC Section 10215 et seq.
 3. **Design-Builder or Design-Build Entity** means who has entered into a Progressive Design-Build Contract with the Department.
 4. **Design-Build Team** means the Design-Builder itself and the individuals and other entities identified by the Design-Builder as members of its team including all Key Personnel and Key Participants.
 5. **Disclosure Statement** means a "Disclosure of Potential Organizational Conflict of Interest Statement" in the form attached to this Policy.
 6. **Legal Requirements** means all statutes, regulations, case law, policies and other requirements applicable to the existence, prevention, or curing of Conflicts of Interests in connection with the Department's activities, including without limitation: Government Code Section 1090 et seq.; the California Political Reform Act (Government Code Section 81000 et seq.) and implementing regulations; PCC Section

10365.5; PCC Section 10410 et seq.; and rules of conduct established by the California Board for Professional Engineers and Land Surveyors (e.g. California Code of Regulations, Title 16, Division 5, Article 4, Sections 475 and 476), and the California Board of Accountancy, as applicable.

7. **Proposer** means a Submitter that was prequalified or short-listed during the Request for Qualifications process and is invited by the Department to submit a Proposal in response to the Request for Proposals.
8. **Submitter** means any individual or entity, and employees of the individual or entity that is currently performing, has previously performed, or is seeking to perform professional, consulting, or other services for the Department by responding to a request for qualifications.

C. OBLIGATION TO DISCLOSE CONFLICTS OF INTEREST

Each Submitter, Proposer, and Design-Builder is responsible for determining whether an actual, potential, or perceived Conflict of Interest exists with respect to itself and its Design-Build Team members. Any actual, potential, or perceived Conflict of Interest must be promptly disclosed to the Department. This obligation will continue throughout the Progressive Design-Build Project.

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

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

The obligation to disclose actual, potential, and perceived Conflicts of Interest is ongoing throughout the applicable Progressive Design-Build Project procurement and the performance of the applicable Progressive Design-Build Contract. Submitters, Proposers, and Design-Builders should periodically undertake appropriate due diligence to determine whether new actual, potential, or perceived Conflicts of Interest have arisen. If, during the course of a procurement or the performance of a Progressive Design-Build Project information is discovered requiring disclosure, the Submitter, Proposer, or Design-Builder must promptly submit a revised Disclosure Statement to the Department in accordance with the provisions of the applicable procurement documents or contract relating to communications with the Department.

D. REVIEW OF DISCLOSURES BY THE DEPARTMENT

The Department retains the ultimate and sole discretion to determine on a case-by-case basis whether an Organizational Conflict of Interest exists and what actions may be appropriate to avoid, neutralize, or

mitigate any actual or potential Organizational Conflict of Interest or the appearance of any such Organizational Conflict of Interest.

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

Submitters, Proposers, and Design-Builders 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, Proposers, and Design-Builders are cautioned that any Department action or decision pertinent to such matters does not constitute an opinion, guidance, or advice. Submitters, Proposers, and Design-Builders are encouraged to discuss such matters with their legal counsel, being especially aware that conflict of interest laws are complex and that violations thereof can have severe legal consequences to them, including possibility of criminal prosecution and voiding of the design-build contract.

E. FAILURE TO COMPLY

If the Department determines that an actual, potential, or perceived Conflict of Interest exists, or if a Submitter, Proposer, Design-Builder or any of its Design-Build Team members fails to comply with the requirements set forth herein, or otherwise fails to timely disclose an actual, potential, or perceived Conflict of Interest, the Department may, in its sole discretion:

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

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

Having had the opportunity to review the Department of Water Resources' Organizational Conflict of Interest Policy for Progressive Design-Build Project Delivery, the [Submitter / Proposer/Design-Builder] (indicate which) hereby states that it has, to the best of its knowledge and belief:

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

Name of Submitter/Proposer: _____

Authorized Representative: _____

Title of Authorized Representative: _____

Email: _____

Telephone Number: _____

Signature: _____

Date: _____

Submitters, Proposers, and Design-Builders 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, Proposers, and Design-Builders are cautioned that any Department action or decision pertinent to such matters does not constitute an opinion, guidance, or advice. Submitters, Proposers, and Design-Builders are encouraged to discuss such matters with their legal counsel, being especially aware that conflict of interest laws are complex and that violations thereof can have severe legal consequences, including the possibility of criminal prosecution and voiding of the PDB contract.

ATTACHMENT C

ATTACHMENT C-1: DESIGN-BUILDER PROFILE QUESTIONNAIRE AND CERTIFICATION

ATTACHMENT C-2: KEY PARTICIPANT PROFILE QUESTIONNAIRE AND CERTIFICATION

ATTACHMENT C-1: DESIGN-BUILDER PROFILE QUESTIONNAIRE AND CERTIFICATION
ATTACHMENT C-2: KEY PARTICIPANT PROFILE QUESTIONNAIRE AND CERTIFICATION

Submitters must provide a completed, certified, and notarized Attachment C-1: Design-Builder Profile Questionnaire and Certification. Submitters must also provide a completed, certified, and notarized Attachment C-2: Key Participant Profile Questionnaire and Certification for each Key Participant of the Submitter's team. Please note that Key Participants are firms, not individuals. If an individual identified as a Key Personnel is not employed by the Submitter, then the Key Personnel's firm will be considered a Key Participant.

All Questionnaires must be provided in a separate sealed envelope in accordance with RFQ/P Section 5.2. Refer to RFQ/P Table 5-1 for questionnaire submittal requirements (see requirements for SOQ/P Attachment 4.2: Design-Builder Profile Questionnaire and Certification and SOQ/P Attachment 4.3: Key Participant Profile Questionnaire and Certification).

The Department has determined pursuant to PCC § 10165 that information submitted to the Department in connection with these Questionnaires are not considered a public record under the California Public Records Act and will not be open to public inspection.

Name of Submitter: _____
Date Submitted: _____
Preparer's Name: _____
Contract No.: DB-2026-1 _____

**INSTRUCTIONS FOR COMPLETING THE DESIGN-BUILDER PROFILE QUESTIONNAIRE AND CERTIFICATION
AND THE KEY PARTICIPANT PROFILE QUESTIONNAIRE AND CERTIFICATION**

1. The Submitter, who will serve as the Design-Builder (as defined in RFQ/P Section 1.3), must complete RFQ/P Attachment C-1: *Design-Builder Profile Questionnaire and Certification*. If the Submitter is an entity that consists of more than one member such as a joint venture, partnership, or other business association, however organized, then all members must separately complete a Design-Builder Profile Questionnaire and Certification. Each member must meet the pass-fail selection criteria identified in RFQ/P Table 5-1.
2. Each Key Participant (as defined in RFQ/P Section 1.3) must complete RFQ/P Attachment C-2: *Key Participant Profile Questionnaire and Certification*. If an individual identified as a Key Personnel is not employed by the Submitter, then the Key Personnel's firm will be considered a Key Participant.
3. Refer to the Definitions in Section 1.3 of the RFQ/P. For example, the Design-Build Team includes the Submitter, Key Personnel, and Key Participants.
4. Each Questionnaire must be completed by a person in their respective organization who is knowledgeable of and duly authorized to attest to the past and present operations of the entity and its policies, as well as attesting to the history of the Key Personnel it employs. An authorized officer, owner, or partner, as appropriate, must sign the Design-Builder Profile Certification and each Key Participant Profile Certification.

5. All questions must be answered completely. Disclaimers, general statements with global qualifications, or notations of “Not Applicable” are not acceptable.
6. If a “Yes” response is provided to any question, except the questions in Design-Builder Questionnaire in Section 3.A.vi and Key Participant Questionnaire in Section 2.A.vi, the Submitter or Key Participant must provide a full disclosure. Applicable details must be provided on a separate page, including:
 - a. For civil court proceedings: a brief summary of the proceeding; a list of the causes of action; identification of the plaintiff’s and defendants; case number; identification of the court; a summary of how the litigation was resolved and related documentation (e.g., a copy of the judgment or settlement agreement).
 - b. For criminal court proceedings: identification of the defendant(s); list of the charges filed; identification of government entity that brought the charges and the court; case number; and a summary of how the proceeding was resolved and related documentation (e.g., a copy of court or jury findings or a plea agreement).
 - c. For arbitration: identification of the parties; a summary of the claims made; the location of the arbitration and identification of the arbitrator(s); a summary of how the arbitration was resolved and related documentation (e.g., a copy of the decision or settlement agreement).
 - d. For an administration proceeding: identification of the government entity that prosecuted the administrative action; case or matter number; the parties subject to the action; a description of the claims made by the government entity; a summary of how the proceeding was resolved and related documentation (e.g., a copy of the decision or settlement agreement).
 - e. For contracting history and disputes: the name of the project owner; a brief description of the project; the Design-Build Team member’s role; what the specific issue(s) were (e.g. a claim, finding of non-responsibility, or a contract default), the cause of the issues, the status, and summarize results of any resolved disputes and status of unresolved disputes.
 - f. For safety: a description of the incident or violation; the extent of injuries caused by the incident or violation; identification of the government entities involved; a summary of how the incident or violation was resolved and related documentation (e.g., a copy of the CalOSHA/OSHA report(s), decision, or settlement agreement).

Please note that a “Yes” answer to any question does not automatically result in disqualification for a particular procurement, *unless the question specifically states that a “Yes” answer will result in disqualification*. Questions denoted with a red asterisk [☐ Yes *] indicate that a “Yes” answer will result in disqualification.

7. The Department reserves the right to ask for additional documentation if it is reasonably required to make a determination regarding the integrity and responsibility of the Submitter or Key Participant. Such documentation must be provided to the Department before the Submitter is awarded a Progressive Design-Build Contract.
8. The duration of reporting is 5 years unless stated otherwise.

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

A. Submitter Information

- Attachment C-1: Design-Builder Profile Questionnaire and Certification

specifying that all members agree to be jointly and severally liable for the performance of the Work under the Progressive Design-Build Contract.

- iii. If the Submitter is a corporation, limited liability company, partnership, joint venture, or other legal entity, provide a copy of the organizational documents or agreement committing to form the organization. (PCC § 10215.2.(b)(4)(F).)

B. Submitter, Key Participants, and Key Personnel Authorizations and Roles

Submitter and Key Participant (Firm) Information				
Name and business address of the Submitter and each Key Participant. ¹	Contractor's (CSLB) and any other specialty license classification / certifications ¹ , and license Numbers	DIR Registration Number ²	Items or Portions of Work to be Performed	SB/MB/DVBE Participant (Indicate Type)
<u>Example (Submitter)</u> ABC Company	Contractors License No. 12345	DIR No. 34567	[List Work type]	N/A
<u>Example (Key Participant)</u> DEF Company	C-22 Contractors License No. 23456	DIR No. 45678	Asbestos Abatement	DVBE
<u>Example (TBD, bid after award) ¹</u> <u>TBD</u>	[Specialty License Name]	DIR No. <u>TBD</u>	[List Work type]	<u>TBD</u>
[add rows as necessary]				
1. If Specialty licenses and/or certifications are anticipated to be required, the Submitter should indicate how that requirement will be addressed. For example, either: 1) the Submitter has the specialty license and/or certification; 2) a Key Participant has the specialty license and/or certification; or 3) Submitter intends to bid that work out after contract award and require this specialty license and/or certification as a requirement. 2. A contractor's license and DIR registration are required at time of SOQ/P submittal for Submitter and Key Participants (responsible for any portion of construction). Submitters submitting as a joint venture, that will form their joint venture after submittal of the SOQ/P, must obtain a joint venture contractors license and DIR registration number prior to award of a contract. (Labor Code § 1771.1; Bus. And Professions Code § 7029.1.)				

Pursuant to Public Contract Code 10215.2(b)(4)(C), the Submitter and each Key Participant (firms) and Key Personnel (individuals) must provide copies of any and all licenses, registration, and credentials required to perform work on the Project. The Submitter must be a licensed General Contractor. The Submitter must include information on specialty licenses and/or specialty certifications as required in RFQ/P Table 5-1 (see requirements for SOQ/P Attachment 4.2: *Design-Builder Profile Information*).

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

Key Personnel (Individuals) Information		
Name of each Key Personnel and firm affiliation	Key Personnel Professional Licensing	Items or Portions of Work to be Performed
<i>Example (Key Personnel)</i>		
<i>Sally Smith, ABC Company</i>	<i>CA PE License: B12345</i>	<i>Civil</i>
[add rows as necessary]		

C. Submitter's Business Licenses

The Submitter must determine the business license requirements for work on the Project and certify that the Design-Builder will possess the requisite business licenses prior to contract award by signing the "DESIGN-BUILDER PROFILE CERTIFICATION."

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

Provide the appropriate financial statement that ensures that the Submitter has the capacity to successfully complete the Project (PCC § 10215.2(b)(4)(B)).

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

Further information may be deemed necessary based on responses to the requested info.

1. Financial Statements. Provide audited financial statements for the Submitter for the three most recently completed fiscal years and for the most recent quarter and year to date (YTD) for the current fiscal year. If the Submitter is a consortium, partnership, or other form of joint venture, provide these financial statements for all entities. The financial statements must include: opinion letter (auditor's report); balance sheet; income statement; statement of cash flows; and all footnotes. If audited financial statements are not available for any entity, then unaudited financial statements, including footnotes, prepared in accordance with Generally Accepted Accounting

Principles (GAAP) and/or International Financial Reporting Standards (IFRS) must be provided. Unaudited financial statements must be certified as true, correct, and accurate by the Chief Financial Officer, or equivalent.

2. Backlog and Run Off Schedule. Please provide as of most recent quarter ending.
3. Liquidity. Provide details on the Submitter's lines of credit and availability including amounts and expiration dates.
4. Material Changes in Financial Condition. Provide information regarding any material changes in the financial condition of the Submitter during the last three years or anticipated for the next reporting period. If no material changes have occurred or are expected, provide a certification letter from the Submitter's Chief Financial Officer, or equivalent. If a material change has occurred or is expected provide information on the impact to the historical financial statements and the expected impact in the future. Examples of material changes include, but are not limited to: bankruptcy filings; default under any credit agreement; sale (or expected sale) of a material asset; losses for any period exceeding 10% of the value of shareholder equity; material changes in backlog and/or runoff schedule, loss/ending of one or more material customers/projects; and significant changes (reduction) in bonding and/or insurance capacity or availability.
5. Credit Ratings. State whether the Submitter has a credit rating and if so, provide a copy of the current credit rating.
6. Off Balance Sheet Liabilities. Provide a letter from the Chief Financial Officer, or equivalent, identifying all off balance sheet liabilities in excess of \$5M individually and/or \$10M in aggregate, or a statement that there are no such liabilities.
7. Listing of all Material Claims/Litigation.

E. Evidence of Adequate Bonding Capacity and Ability to Obtain Bonds

In accordance with PCC § 10215.2(b)(4)(D), Submitters must provide a written certification from an admitted surety (approved by the California Department of Insurance) authorized to issue bonds in the State of California that the Submitter:

- i. has an available bonding capacity in the amount identified in RFQ/P Table 5-1 (see requirements for SOQ/P Attachment 4: *Design-Build Team Profile Information*);
- ii. is capable of obtaining a Performance Bond and Payment Bond, each in the amount covering the estimated price of the Project. Letters indicating "unlimited" bonding capability are not acceptable; and
- iii. the Submitters must also provide a written certification from the surety that the Submitter provided the surety with the Request for Qualifications and Proposals and the draft Progressive Design-Build Contract, the surety has reviewed those documents, and the surety intends, subject only to final underwriting and award of the PDB Contract, to issue the required Performance Bond and Payment Bond; and

- iv. the Submitters must demonstrate with written evidence that the surety is rated in the top two categories by two nationally recognized rating agencies or have a rating from A.M. Best Financial Strength Rating of A- or better.

F. Ability to Obtain Required Insurance

In accordance with PCC § 10215.2.(b)(4)(D), the Submitter must provide written certification from its insurance company(ies) demonstrating that each insurer is admitted to do business in the State of California and the Submitter is capable of obtaining the types of insurance and policy limit requirements specified in PDB Contract, Section 16: Insurance Requirements. All insurers must have a rating from A.M. Best's Financial Strength Rating of A- or better and a Financial Size Category of VII or better according to the latest edition of the A.M. Best Key Rating Guide.

SECTION III: SUBMITTER HISTORY

A. Contracting History and Disputes

- i. Has the Submitter, or its owners, officers, or managing employees been debarred, disqualified, or removed from a federal, state, or local government public works project? (PCC § 10215.2.(b)(4)(H)(ii))

☐ No

☐ Yes

- ii. Has the Submitter, or its owners, officers, or managing employees been found by an awarding body to be nonresponsive or not to be responsible after submitting a bid on a public works project? (PCC § 10215.2.(b)(4)(H)(iii))

☐ No

☐ Yes

- iii. Has there been any instance in which the Submitter, or its owners, officers, or managing employees defaulted on a construction contract or had a contract terminated for any reason? (PCC § 10215.2(b)(4)(H)(iv).)

☐ No

☐ Yes

- iv. Has any work the Submitter was obligated to perform been completed by, or paid for by, a surety? (PCC § 10215.2(b)(4)(H)(vi).)

☐ No

☐ Yes

- v. Has the Submitter been involved in any contract disputes with the owner of a public works project involving a claim valued greater than \$50,000 that have been resolved or are in the process of being resolved through settlement, alternative dispute resolution (e.g., dispute review board), mediation, arbitration, or litigation? (PCC § 10215.2.(b)(4)(H)(vii).)

☐ No

☐ Yes

- vi. Have there been any adverse claims, disputes, or lawsuits between the Submitter and any employee of the Submitter during the five years preceding submission of the SOQ/P, in which the claim, settlement, or judgment exceeded fifty thousand dollars (\$50,000) and was settled or otherwise resolved against the Submitter? (PCC § 10215.2.(b)(4)(H)(viii).)

A responsive "Yes" answer does not require any disclosure.

☐ No

☐ Yes

B. Criminal and Contempt History

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

- a. Antitrust statutes, including price fixing collusion and bid rigging?

☐ No

☐ Yes *

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

☐ No

☐ Yes *

- ii. In accordance with PCC § 10232, does the Submitter have more than one final unappealable finding of contempt of court by a federal court issued against it within the immediately preceding two-year period because of Submitter's failure to comply with an order of a federal court which orders Submitter to comply with an order of the National Labor Relations Board?

☐ No

☐ Yes *

- iii. Has the Submitter, in the preceding five years, been convicted of violating a state or federal law respecting the employment of undocumented immigrants? For purposes of this question, "immigrant" means a person who is not a citizen or national of the United States. (PCC § 6101.)

☐ No

☐ Yes *

C. Licensing History

- i. Has the Submitter had any revocations or suspensions of any license, credential, or registration? (PCC § 10215.2.(b)(4)(C)).

☐ No

☐ Yes

- ii. Have there been any violations of the Contractors' State License Law, as described in Chapter 9 (commencing with Section 7000) of Division 3 of the Business and Professions Code, 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 or otherwise resolved against the Submitter or its owners, officers, or managing employees? (PCC § 10215.2.(b)(4)(H)(v).)

☐ No

☐ Yes

D. Conflict of Interest

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

☐ No

☐ Yes

E. Bankruptcy or Receivership

- i. Has there been any bankruptcy by, or receivership of, the Submitter? (PCC § 10215.2.(b)(4)(H)(vi).

☐ No

☐ Yes

SECTION IV: SUBMITTER'S SAFETY INFORMATION

A. General Safety Information

In accordance with PCC § 10215.2.(b)(4)(G), Submitter must have an acceptable safety record for the most recent three (3) year period.

- i. Provide the Submitter's Experience Modification Rate (EMR) and total recordable injury/illness rate (TRIR) for the last three (3) years.

Year	EMR	TRIR
Average:		

- ii. Does the Submitter have an EMR that exceeds an average of 1.00?

☐ No

☐ Yes *

- iii. Does the Submitter have an average TRIR and average lost work rate for the most recent three-year (3-year) period that exceeds the applicable statistical standards for its business category (per U.S. Bureau of Labor Statistics)?

☐ No

☐ Yes *

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

☐ No

☐ Yes

- v. OSHA/CAL OSHA INFORMATION: Has the Submitter had any prior 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) resolved against it or settled? (PCC § 10215.2.(b)(4)(H)(i).)

☐ No

☐ Yes

- vi. The Submitter must provide information on its workers' compensation experience history for the last three (3) years and submit a summary of the Submitters worker safety program which must include a description of how the Submitter will provide protection to prevent damage, injury, or loss to employees of the Submitter and its Subcontractors and other persons who are on the project site. (PCC § 10215.2.(b)(4)(E).)

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

DESIGN-BUILDER PROFILE CERTIFICATION

A COPY OF THIS CERTIFICATION MUST 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 Submitter's completed Design-Builder Profile Questionnaire and Certification (Questionnaire) is for the express purpose of allowing the Submitter to participate in this Project as the Design-Builder. The signer has read and understands the requirements of the Questionnaire, including the instructions for completing it. If any of the statements made in the Submitter's completed Questionnaire are false or omit material information rendering a statement to be false or misleading, I understand the Submitter is subject to disqualification and other remedies available to the Department of Water Resources (Department).

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 Design-Build Team Profile Questionnaire and Certification, and that I am duly authorized to legally bind the Submitter to the above-described certifications and declarations and am fully aware that the certification and declarations are made under penalty of perjury under the law as of the State of California. I authorize the Department to contact any entity named herein, or any other internal or outside resource, for the purpose of verifying information provided in the Design-Build Team Profile Questionnaire and Certification or to develop other information deemed relevant by the Department.

Signature of Certifying Individual

Date Signed

ACKNOWLEDGMENT

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

State of _____

County of _____)

On _____ before me, _____,
(date) (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)

Description of Attached Document

Title or type of Document: _____

Document Date: _____ Number of Pages: _____

Other Information: _____

**ATTACHMENT C-2:
KEY PARTICIPANT PROFILE QUESTIONNAIRE AND CERTIFICATION**

Note to Submitters and Key Participants: The Submitter must provide a completed, certified, and notarized Key Participant Profile Questionnaire and Certification for each Key Participant in a separate sealed envelope, per RFQ/P Section 5.2. The Key Participant Profile Questionnaire and Certification must be filled out by each Key Participant on the Design-Build Team.

The Submitter and Key Participants must follow the instructions provided in Attachment C Design-Builder Profile Questionnaire, in the section entitled "INSTRUCTIONS FOR COMPLETING THE DESIGN-BUILDER PROFILE QUESTIONNAIRE AND CERTIFICATION AND THE KEY PARTICIPANT PROFILE QUESTIONNAIRE AND CERTIFICATION."

*Questions denoted with a red asterisk [☐ Yes *] indicate that a "Yes" answer will result in disqualification. Any "Yes" answers to questions must be fully explained on a separate page and attached to this application.*

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

SECTION I: IDENTIFICATION OF KEY PARTICIPANT

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

SECTION II: KEY PARTICIPANT HISTORY

A. Contracting History and Disputes

- i. Has the Key Participant or any of its owners, officers, or managing employees ever been debarred, disqualified, or removed from a federal, state, or local government public works project? (Public Contract Code 10215.2.(b)(4)(H)(ii).)

☐ No

☐ Yes

- ii. Has the Key Participant or any of its owners, officers, or managing employees ever been found by an awarding body to be nonresponsive or not to be responsible after submitting a bid on a public works project? (Public Contract Code 10215.2.(b)(4)(H)(iii).)

☐ No

☐ Yes

- iii. Has there been any instance in which the Key Participant or its owners, officers, or managing employees defaulted on a construction contract or had a contract terminated for any reason? (PCC § 10215.2.(b)(4)(H)(iv).)

☐ No

☐ Yes

- iv. Has any work the Key Participant was obligated to perform been completed by, or paid for by, a surety? (PCC § 10215.2(b)(4)(H)(vi).)

☐ No

☐ Yes

- v. Has the Key Participant been involved in a contract dispute with the owner of a public works project involving a claim valued greater than \$50,000 that have been resolved or are in the process of being resolved through settlement, alternative dispute resolution (e.g., dispute review board), mediation, arbitration, or litigation? (PCC § 10215.2.(b).(4).(H).(vii).)

☐ No

☐ Yes

- vi. Have there been any adverse claims, disputes, or lawsuits between the Key Participant and any employee of the Key Participant during the five years preceding submission of the SOQ/P, in which the claim, settlement, or judgment exceeded fifty thousand dollars (\$50,000) and was settled or otherwise resolved against the Key Participant. (PCC § 10215.2.(b)(4)(H)(viii).)

A responsive "Yes" answer does not require any disclosure.

☐ No

☐ Yes

B. Criminal and Contempt History

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

- a. Antitrust statutes, including price fixing collusion and bid rigging?

☐ No

☐ Yes *

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

☐ No

☐ Yes *

- ii. In accordance with PCC § 10232, does the Key Participant have more than one final unappealable finding of contempt of court by a federal court issued against it within the immediately preceding two-year period because of the Key Participant's failure to comply with an order of a federal court which orders the Key Participant to comply with an order of the National Labor Relations Board?

☐ No

☐ Yes *

- iii. Has the Key Participant, in the preceding five years, been convicted of violating a state or federal law respecting the employment of undocumented immigrants? For purposes of this question, "immigrant" means a person who is not a citizen or national of the United States. (PCC § 6101.)

☐ No

☐ Yes *

C. Licensing

- i. Has the Key Participant had any revocations or suspensions of any license, credential, or registration in the past five (5) years? (PCC § 10215.2.(b)(4)(C).)

☐ No

☐ Yes

- ii. Have there been any violations of the Contractors' State License Law, as described in Chapter 9 (commencing with Section 7000) of Division 3 of the Business and Professions Code, 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 or otherwise resolved against the Key Participant or owners, officers or managing employees of the Key Participant? (PCC § 10215.2.(b)(4)(H)(v).)

☐ No

☐ Yes

- iii. In accordance with PCC § 10215.2(b)(4)(C), the Key Participant must provide copies of all licenses, specialty licenses (if required), specialty certifications (if required), registrations, and credentials required to perform the Key Participant's portion of the Work.

D. Conflict of Interest

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

☐ No

☐ Yes

E. Bankruptcy and Receivership

- i. Has there been any bankruptcy by, or receivership of, the Key participant? (PCC § 10215.2.(b)(4)(H)(vi).)

☐ No

☐ Yes

SECTION III: KEY PARTICIPANT'S SAFETY INFORMATION

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

A. GENERAL SAFETY INFORMATION:

Pursuant to PCC § 10215.2.(b)(4)(G), Key Participants must provide the following safety information, including:

- i. The Key Participant's Experience Modification Rate (EMR) and total recordable injury/illness rate (TRIR) for the last three (3) years.

Year	EMR	TRIR
Average:		

- ii. Does the Key Participant have an EMR that exceeds an average of 1.00?

☐ No

☐ Yes

- iii. Does the Key Participant have an average TRIR and average lost work rate for the most recent three-year (3-year) period that exceeds the applicable statistical standards for its business category (per U.S. Bureau of Labor Statistics)?

☐ No

☐ Yes

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

☐ No

☐ Yes

- v. OSHA/CAL OSHA INFORMATION: Has the Key Participant had 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) resolved against it or settled? (PCC § 10215.2(b)(4)(H)(i)).

☐ No

☐ Yes

- vi. The Key Participant must provide information on workers' compensation experience history for the last three (3) years and submit a summary of the Key Participant's worker safety program which must include a description of how the Key Participant will provide protection to prevent damage, injury, or loss to employees of the Key Participant and its Subcontractors and other persons who are on the project site. (See PCC § 10215.2(b)(4)(E).)

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KEY PARTICIPANT PROFILE CERTIFICATION

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

The signer of this declaration recognizes that the information submitted in the Key Participant Profile Questionnaire and Certification (Questionnaire) is for the express purpose of allowing the Key Participant to participate in this Project. The signer has read and understands the requirements of the Questionnaire, including the instructions for completing it. If any of the statements made in the Questionnaire are false or omit material information rendering a statement to be false or misleading, I understand the Submitter is subject to disqualification and other remedies available to the Department of Water Resources (Department).

DECLARATION

State of _____

County of:

I, (printed name) _____, being first duly sworn,

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

Signature of Certifying Individual

Date Signed

ACKNOWLEDGMENT

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

State of _____

County of _____)

On _____ before me, _____,
(date) (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)

Description of Attached Document

Title or type of Document: _____

Document Date: _____ Number of Pages: _____

Other Information: _____

ATTACHMENT D

ATTACHMENT D: SUBMITTER'S AGREEMENT AND CERTIFICATION

To the State of California, Department of Water Resources:

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

The Submitter:

- A. Pursuant to California Code of Regulations, Title 2, Section (2 CCR §) 11109 certifies, unless specifically exempted, compliance with Government Code Section (Gov't Code §) 12990 and 2 CCR § 11102 relating to the development, implementation, and maintenance of a nondiscrimination program as defined in Section 11103. The Submitter also agrees not to unlawfully discriminate against any employees or applicants for employment because of race, religion, color, national origin, ancestry, physical handicap, medical condition, marital status, sex, or age (over 40).
- B. Certifies, in accordance with PCC § 6109, it will not perform work on this Project with a subcontractor who is ineligible to perform work on a public works project pursuant to Section 1777.1 or 1777.7 of the Labor Code. Submitter understands that any contract on a public works project entered into between a contractor and a debarred subcontractor is void as a matter of law. A debarred subcontractor may not receive any public money for performing work as a subcontractor on a public works contract, and any public money that may have been paid to a debarred subcontractor by a contractor on the Project shall be returned to the Department. The Submitter will be responsible for the payment of wages to workers of a debarred subcontractor who has been allowed to work on the Project.
- C. Certifies that in accordance with PCC § 7106, in submitting the SOQ/P, the SOQ/P is not made in the interest of, or on behalf of, any undisclosed person, partnership, company, association, organization, or corporation. The SOQ/P is genuine and not collusive or a sham. The Submitter has not directly or indirectly induced or solicited any other Submitter to put in a false or sham SOQ/P. The Submitter has not directly or indirectly colluded, conspired, connived, or agreed with any Submitter or anyone else to put in a sham SOQ/P, or that anyone shall refrain from submitting an SOQ/P. 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.

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

D. Certifies that, if awarded a Progressive Design-Build 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 Gov't Code § 8355(a)(1).
2. Establishing a Drug-Free Awareness Program as required by Gov't Code § 8355(a)(2), to inform employees of all of the following:
 - a. The dangers of drug abuse in the workplace;
 - b. The person's or organization's policy of maintaining a drug-free workplace;
 - c. Any available counseling, rehabilitation, and employee assistance programs; and
 - d. Penalties that may be imposed upon employees for drug abuse violations.
3. Providing, as required by Gov't Code § 8355(a)(3), that every employee who works on the proposed contract:
 - a. Will receive a copy of the company's drug-free policy statement; and
 - b. Will agree to abide by the terms of the company's statement as a condition of employment on the contract.

E. Certifies the following:

1. The Submitter is currently registered as a contractor with the Department of Industrial Relations (DIR); and
2. The Submitter, if awarded a Contract for some or all of the work will remain a DIR registered contractor for the entire duration of the Work.

F. Certifies compliance with the following pursuant to PCC § 2010:

1. CALIFORNIA CIVIL RIGHTS LAWS: The Submitter certifies compliance with the Unruh Civil Rights Act (Section 51 of the Civil Code) and the California Fair Employment and Housing Act (Section 12900 et seq. of the Government Code); and
2. EMPLOYER DISCRIMINATORY POLICIES: If the Submitter has an internal policy against a sovereign nation or peoples recognized by the United States government, the Submitter certifies that such

policies are not used in violation of the Unruh Civil Rights Act (Section 51 of the Civil Code) or the Fair Employment and Housing Act (Section 12900 et seq. of the Government Code).

- G. Certifies under PCC § 10186 (Fair Chance Employment Act), if applicable, that the Submitter will not ask an applicant for onsite construction-related employment to disclose orally or in writing information concerning the conviction history of the applicant on or at the time of an initial employment application.

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DECLARATION

State of _____

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 Submitter's Agreement and Certification and that I am duly authorized to legally bind the Submitter to the above-described certifications and declarations and am fully aware that the certification and declarations are made under penalty of perjury under the law as of the State of California. If any of the statements herein are false or omit material facts rendering a statement to be false or misleading, I understand the Submitter's SOQ/P is subject to rejection.

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

Signature of Certifying Individual

Date Signed

ACKNOWLEDGMENT

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

State of California

County of _____)

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

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.

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)

Description of Attached Document

Title or type of Document: _____

Document Date: _____ Number of Pages: _____

Other Information: _____

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.

ATTACHMENT E

Project Site Visit Registration Form

KANE SPRING PROJECT

Site Visit Information

Event:	Mandatory Project Site Visit
Date and Time:	
Assembly Location:	

Participant's Information

Name of Participant:	
Job Title:	
Phone:	
Email:	
Company:	
Address:	
Suite/Floor:	
City/State/Zip:	
Country:	
Company Website:	

