



STATE OF CALIFORNIA DEPARTMENT OF TRANSPORTATION

**REQUEST FOR QUALIFICATIONS NOTICE
NUMBER 59A1421**

Read carefully as the following revisions have been made to this document:

- On February 2, 2026, new escalations rates.
- On February 2, 2026, interviews will be held in person.
- On September 30, 2025, the U.S. Department of Transportation (U.S. DOT) issued an interim final rule (IFR) which, among other things, implemented changes to the Disadvantaged Business Enterprise (DBE) Program via modifications to 49 Code of Federal Regulations Part 26. (Docket Number DOT-OST-2025-0897.) The IFR was published in the Federal Register on October 3, 2025, and took immediate effect. (90 FR 47969 (Oct. 3, 2025).)
- On 03/07/25, GENERAL, Executive Order N-12-23 replaces Executive Order N-12-12. GenAI Reporting and Factsheet Form STD1000 is retired.
- On 01/31/25, GENERAL the Fee & Escalation table has been revised.

Note: Questions concerning this Request for Qualifications (RFQ) must be submitted in writing to the attention of Vanessa Usanmaz at Vanessa.Usanmaz@dot.ca.gov. Questions must be received no later than seven (7) business days after the RFQ advertisement. Consultants contacting the District or Division directly seeking information about this RFQ will be disqualified from consideration in the selection process.

I. GENERAL INFORMATION

- A. Caltrans is soliciting Statements of Qualifications (SOQs) from qualified firms that may lead to the award of a contract for **A&E On-Call Structure Construction Engineering and Inspection Services, District 59**. In submitting your SOQ, you shall comply with the instructions found herein. In addition to those programs that are specified in this solicitation, prospective consultants are encouraged to consider programs that are available, such as those for the use of small businesses, disadvantaged businesses, disabled veteran businesses, new emerging firms, and other businesses covered by State and Federal programs.
- B. The estimated contract amount is **\$8,964,066 - \$14,566,607**
- C. The estimated contract term is **three (3) years**.

- D. Interviews will be held **in person** on **Thursday, August 6, 2026** at **1801 30th Street, Sacramento, CA, 95816**. Confirmation letters will be sent to those firms short-listed.
- E. The most highly qualified consulting firm will be required to submit an electronic copy of the financial documents listed on the appropriate Financial Documents Submittal Checklist available on the [AE Contract Information](#) website. The most highly qualified consulting firm will be notified of their selection and receive instructions for the electronic submission of the financial documents.

The most highly qualified consulting firm must submit a complete financial documents package no later than four (4) days after notification of selection. The prime consultant must submit the complete financial documents package in order for Caltrans to have the information necessary to engage in negotiations. The prime consultant is solely responsible for timely and complete submission of financial documents on behalf of the entire proposed team; financial documents will not be accepted from proposed subconsultant firms. Failure to submit a complete financial documents package by the specified due date may result in termination of negotiations with the most highly qualified consulting firm.

- F. Negotiations will be held with the top-ranked firm by teleconference/WebEx during the week of **September 15, 2026**. The fee for profit shall be **ten point zero percent (10.0%)**, and the escalation shall be as follows:

From	To	Escalation	Term (yr)
07/22/2026	07/31/2027	1.71%	0
08/01/2027	07/31/2028	3.42%	1
08/01/2028	07/31/2029	3.42%	2
08/01/2029	07/31/2030	3.42%	3

Notes:

- Partial year will only occur on the last year of the contract term. All other periods are full years.
 - Increases to the loaded billing rates after contract execution is not authorized for any reason per Article IV, Section 17 and Article XVI, Section 6 of the California Constitution.
- G. The scheduled date to complete cost negotiations and submit final cost proposal is **September 25, 2026**.
- H. Disadvantaged Business Enterprise Program
- On September 30, 2025, the U.S. Department of Transportation (U.S. DOT) issued an interim final rule (IFR) which, among other things, implemented changes to the Disadvantaged Business Enterprise (DBE) Program via modifications to 49 Code of Federal Regulations Part 26. (Docket Number DOT-OST-2025-0897.) The IFR was published in the Federal Register on October 3, 2025, and took immediate effect. (90

FR 47969 (Oct. 3, 2025).) The IFR, as published in the Federal Register, is available at the following url: [Docket No. DOT-OST-2025-0897](#)

2. In the event of any ambiguity or discrepancy between the existing law, including the IFR, and this contract, existing law controls.
- I. Federal and/or State prevailing wage rates may apply. This requirement, if applicable, will be specified in the draft Agreement. See SOQ Submittal Instructions, Section I.,G. regarding the California Department of Industrial Relations (DIR) Consultant/Contractor Registration Program on the [AE Contract Information](#) website.
- J. Caltrans does not guarantee, either expressly or by implication, that any work or services will be required under any contract issued as a result of this RFQ.
- K. A Pre-award or Post-award Audit will be performed on any contract issued as a result of this RFQ.
- L. Contract boilerplate can be obtained on the [AE Contract Information](#) website.
- M. Pursuant to Executive Order (EO) N-6-22 issued March 4, 2022, persons identified in the list established by the US Department of the Treasury are ineligible to bid on, submit a proposal for, enter into, or renew any Agreement with the State for any goods and/or services. Any person who submits a bid or proposal to Caltrans certifies that it is not identified in the most current lists located <https://home.treasury.gov/policy-issues/financial-sanctions/sanctions-programs-and-country-information/ukraine-russia-related-sanctions>.
If applicable, any person who submits a bid or proposal to Caltrans certifies that its subcontractors are not identified in the most current lists located <https://home.treasury.gov/policy-issues/financial-sanctions/sanctions-programs-and-country-information/ukraine-russia-related-sanctions>
- N. Pursuant to Executive Order N-12-23 – Generative Artificial Intelligence (GenAI) Technology Use and Reporting, effective February 20, 2025.
 1. 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.
 2. Bidder / Offeror must notify the State in writing if it:
 - A) intends to provide GenAI as a deliverable to the State; or
 - B) intends to utilize GenAI, including GenAI from third parties, to complete all or a portion of any deliverable that materially impacts:
 - 1) functionality of a State system,

- 2) risk to the State, or
- 3) Contract performance.

Note: For avoidance of doubt, the term “materially impacts” shall have the meaning set forth in State Administrative Manual (SAM) § 4986.2 Definitions for GenAI.

3. Failure to report GenAI to the State may result in disqualification. The State reserves the right to seek any and all relief to which it may be entitled to as a result of such non-disclosure.
4. Upon notification by a Bidder / Offeror of GenAI as required, the State reserves the right to incorporate GenAI Special Provisions into the final contract or reject bids/offers that present an unacceptable level of risk to the State.
5. Government Code 11549.64 defines “Generative Artificial Intelligence (GenAI)” as 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.

II. SCOPE OF WORK/DELIVERABLES

The work to be performed for this RFQ is described in the Scope of Work/Deliverables and is hereby incorporated as Attachment 1.

III. CONFLICT OF INTEREST

- A. Conflicts of interest may occur due to direct or indirect financial or business interests in the work to be performed or in any real property acquired for such project. Conflicts of interest can include, but are not limited to, past, existing or planned activities or because of relationships with other persons or firms. If there is a conflict of interest, the proposed team, including both the prime consultants and subconsultants, and individual employees of team members would actually or potentially be unable to render impartial assistance or advice to Caltrans. The proposer’s objectivity or availability in performing the contract work may be impaired due to actual or potential conflicts of interest.
- B. If the proposed team determines that any actual or potential conflicts of interest exist, it must identify and describe in detail each conflict of interest to Caltrans, using the Disclosure of Potential Conflict of Interest Form, which can be found on the [A&E Contract Information](#) website. Along with the description of the actual or potential conflicts of interest, the proposed team shall also offer measures to avoid, neutralize, or mitigate all listed conflicts. The list of conflicts, including conflicts that apply to individuals as well as firms, and the mitigation measures on the Disclosure of Potential Conflict of Interest Form must be submitted as a separate section in the Statement of Qualifications. Disclosure of information will not disqualify a proposed team from competing for a contract. The existence of actual or potential conflicts of interest will be used as a criterion to evaluate team availability during the evaluation and selection process. Caltrans reserves the right to terminate negotiations with the first selected firm and begin negotiations with the next selected firm or to cancel the procurement prior to execution if Caltrans

learns that the selected firm failed to disclose any actual or potential conflicts, which it knew or should have known about, or if the proposed team provided or omitted information on the disclosure form that results in the information being false or misleading.

- C. After award, conflict of interest guidelines and policies shall continue to be monitored and enforced by the Caltrans Contract Manager. Additional information about Conflict-of-Interest issues can be found in the SOQ Submittal Instructions and General Contract Process Information document (Section V. Post Government Employment Restrictions and Section VI. Conflict of Interest Concerning Consultant(s)) found on the AE Contract Information website (see link below). The State and Federal contract boilerplates on DPAC's website also contain information on conflict-of-interest issues (Exhibit D) and can be found on the AE Contract Information website (see link below).
- D. The prime consultant and subconsultants may be proposed on SOQs for other Caltrans A&E on-call contracts; however, the Caltrans Contract Manager may prohibit work on specific project(s) where Caltrans determines that a conflict of interest exists.

IV. SUBMISSION OF STATEMENTS OF QUALIFICATIONS (SOQs)

- A. IMPORTANT: Download "Statement of Qualifications Submittal Instructions and General Contract Process Information" from the [AE Contract Information](#) website (Dated Rev. 10/07/2020) . Failure to follow these instructions may result in rejection of your SOQs.
- B. SOQ Package Submittal Instructions

Read instructions below carefully. You will be required to submit an electronic SOQ file to Sacramento.

1. The electronic submission of a single unprotected (i.e. not password protected) PDF file of the SOQ is required. The electronic submittal will be accepted until **10:00 a.m. on 06/22/2026**. Hard copies of the SOQs are **NOT** required. Fax copies or copies transmitted by email will not be allowed.
2. You will be required to create a Novell Filr account with Caltrans. Send an email message to the Contract Analyst, Vanessa Usanmaz at Vanessa.Usanmaz@dot.ca.gov containing the information listed below for a link and instructions to complete the self-registration page and submit the SOQ electronically.

Your firm's name

Your email address

The solicitation number for which you would like to submit a SOQ

The file name shall include the contract number, consultant name (max. 25 characters) separated by an underscore (_), ending with the ".pdf" extension.

Example A: 50A0694_JohnDoeConsulting.pdf

Example B: 50A0694_aaa1234engineer.pdf

3. SOQ submittals will be considered non-responsive if the electronic submittal is not received by the date and time specified in this RFQ.
- C. Request for RFQ Copies
- Copies of this RFQ may be obtained on the [CaleProcure](#) website.

SCOPE OF WORK
Structure Construction Engineering and Inspection Services
for Caltrans, Division of Engineering Services, Office of Structure Construction, District 59
On-Call Contract

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A. GENERAL PROJECT DESCRIPTION AND OVERVIEW OF SERVICES.

1. Purpose of Work

The Consultant shall assist and support Caltrans and perform consultation, research, professional, technical and field services required for Structure Construction Inspection and Construction Contract Administration Services, including, but not limited to, performing construction engineering and inspection, general contract administration, preparing and administering contract change orders, providing engineering support to resolve construction potential claims, providing support on contract acceptance, preparing final construction estimate and preparing final report, on an “as-needed” basis to support the Department of Transportation (“Caltrans, or Department”), Division of Engineering Services, Structure Construction , District 3 South and District 10 North , on project development phase 3 (Structure Construction Engineering and Inspection Services Support) for the construction of proposed Caltrans transportation facility projects in District 3 South and District 10 North. The Caltrans Contract Manager (as defined in Section A.2 below) may assign specific work to the Consultant to assist the Caltrans workforce through the issuance of Task Orders (as defined in Section A.2 below) describing in detail the services to be performed. The Consultant shall only perform work that is assigned in an authorized Task Order. This On-Call Contract (“Contract”) does not guarantee that a Task Order shall be issued.

2. Explanation of Work

The Caltrans Contract Manager assigned to this Contract (“Caltrans Contract Manager”) may assign specific work to the Consultant through the issuance of task orders describing in detail the services to be performed under this Contract (“Task Order(s)”). The Consultant shall only perform work that is assigned in an authorized Task Order. This Contract does not guarantee that a Task Order shall be issued.

3. Exclusion of Work

All roadway construction is excluded from the scope of work for this Contract.

All projects in Caltrans District 3 South and District 10 North where these services are already being provided under existing contract 59A1208, or any other contract allowable by law or as provided for elsewhere herein are specifically excluded from this Contract until the existing contract ends.

The following disciplines are excluded from the Contract:

- a) Hydraulic Engineering - includes drainage design, run-off calculations, hydraulic studies, Hydraulic Reports, Rapid Stability Assessment (RSA) and higher levels of analysis, such as HEC.
- b) Traffic Engineering - includes traffic forecasting, traffic modeling, traffic studies, and development of Traffic Management Plans.
- c) Environmental Studies - includes Preparation of Draft and Final Environmental Document and all permit activities to environmental agencies.
- d) Structural Engineering - includes new or retrofit design of bridge or major building facility structures.
- e) Geotechnical Engineering - includes all geotechnical testing, analysis, studies and reports.
- f) Material Testing – laboratory testing of any material for design use or construction material testing except as defined in Section B.1.
- g) Land Surveying.
- h) Right of Way Engineering.
- i) Water Quality.
- j) Visual Impact Analysis.
- k) Value Analysis.
- l) Landscape Architecture.

The following activities are excluded from the scope of work:

Information Technology (IT) related activities are excluded from the A&E scope of work. Information Technology related activities such as auxiliary automated information handling, including systems design and analysis, conversion of data, computer programming, information storage and retrieval, voice systems that use interactive databases, video including videoconferencing systems that transmit sensitive data, data communications, requisite systems controls, the use of interactive databases and simulation are excluded.

If applicable, when a subsequent Contract for the same or similar scope of work is executed within three (3) months prior to the termination of this Contract, no additional Task Orders shall be executed under this Contract upon the effective date of the subsequent Contract.

The Consultant for the Contract shall perform the services above after the contract authority for Contract 59A1208 is exhausted or no more than two (2) months prior to expiration of Contract 59A1208 (expected 09/30/2026), whichever occurs sooner. The Consultant shall plan accordingly to meet the timing of and the volume of workload needs.

4. Location of Work

The work shall be performed on projects to improve the State transportation system throughout the counties of Yolo, Sacramento, Nevada, Placer, El Dorado, Amador, Alpine, Calaveras, San Joaquin, Tuolumne, Colusa, Yuba, Sutter, and Stanislaus in California within the limits of District 3 South and District 10 North. The specific location within the above-described geographical limits of the work to be performed within this geographic area shall be identified in each Task Order. It may become necessary for projects to extend into another adjoining District and/or County. In such instances, the project work shall not extend more than a thirty (30)-mile radius from the geographic boundary.

B. REQUIRED SERVICES

1. Structure Construction Engineering and Inspection Services

- a) A wide range of tasks associated with Structure Construction Engineering and Inspection Services should be expected. The Consultant shall perform and have the expertise, capability, and equipment necessary to perform the scope of work for this Contract (“Scope of Work”).
- b) The potential Structure Construction Engineering and Inspection services may vary in scope and size and may encompass any type of improvement for the State transportation system including, but not limited to, Structure maintenance and rehabilitation, widening and/or realignment of existing facilities, relocation of existing facilities, and construction of new facilities. The specific details on project location, project limits, purpose, expected results, project deliverables, period of performance, project schedule, and scope of work to be performed shall be described in each Task Order.
- c) Pursuant to an authorized Task Order, the Consultant shall provide Structure Construction and Engineering Inspection Services within the geographical jurisdiction of the Contract set forth in “Location of Work” Section, and all necessary personnel, material, transportation, lodging, instrumentation, and the specialized facilities and equipment necessary to satisfy all appropriate agencies and required to

- assure compliance with all applicable federal, state, and local statutes, laws, codes, regulations, policies, procedures, ordinances, standards, specifications, performance standards, and guidelines, applicable to the Consultant's services and work product.
- d) The Consultant shall begin the required work within two (2) working days after receiving a fully executed Task Order and the issuance of the Notice to Proceed (NTP) from the Caltrans Contract Manager to the Consultant Contract Manager. Some work, however, may require Consultant personnel to mobilize within 24-hour of notifications. Once the work begins, the work shall be executed and performed diligently until all required work has been completed to the satisfaction of the Caltrans Contract Manager or Caltrans designee.
 - e) The Consultant Contract Manager, Consultant Task Order Manager, and Consultant key personnel shall be accessible to the Caltrans Contract Manager at all times during normal Caltrans working hours or after hours as required by the Caltrans Contract Manager.
 - f) The Caltrans Contract Manager may advise the Consultant's Contract Manager of the perceived need to have the Consultant's employees work overtime to meet changing Caltrans needs, and the Consultant's Contract Manager shall take effective measures to address the Caltrans' Contract Manager's need. All overtime shall be pre-approved by the Caltrans Contract Manager or designee. Overtime pay shall be paid only to persons covered by the Fair Labor Standards Act and as per Caltrans' Division of Procurement and Contracts ("DPAC") Interpretive Guidance on premium overtime reimbursement.
 - g) The Consultant shall assure compliance with the Caltrans construction contract requirements (as supplemented by shop drawings prepared by the Construction Contractor) including the verification of field dimensions, vertical and horizontal field control for structures.
 - h) The Consultant shall prepare Daily Assistant Resident Engineer and Extra Work Daily Report per the requirements in the Caltrans Construction Manual.
 - i) The Consultant shall review submittals (hard or electronic copies) including shop drawings, product data, samples, test samples, quality control plans, work plans, material sources, test data, test results, and evaluation reports, as required by the contract and/or submitted by the prime construction contractor or the prime construction contractor's subcontractors on a Caltrans construction project ("Construction Contractor.") These shop drawings may include, but are not limited to, stress sheets, anchor bolt layouts, shop details, overhead sign structures, fabrication and erection plans, demolition plans, equipment lists, cofferdams, falsework, temporary support systems, cast-in-drilled hole pile placement and mitigation, haul bridges, form-work, and for other temporary work and methods of construction the Construction

- Contractor proposes to use. Review Construction Contractor's submitted Requests For Information (RFI) and recommend sound engineering solutions in a timely manner.
- j) The Consultant shall perform calculations (stress and deflection) of temporary structures as used in the construction of bridges (falsework, temporary shoring, working platforms, temporary supports).
 - k) The Consultant shall take samples and perform field-controlled tests of construction materials for quality assurance in accordance with California Test Methods (CTMs) and/or American Society for Testing Materials (ASTM) and/or American Concrete Institute (ACI) procedures.
 - l) The Consultant shall obtain and maintain certification with applicable CTMs, ASTMs and/or ACI procedures if required.
 - m) The Consultant shall record and file necessary documents pertaining to construction progress including Assistant Resident Engineer Daily Reports, monthly pay estimates, job expenditures, field measurements, test data, construction contract progress, and final payment quantity documents.
 - n) The Consultant shall identify actual and potential problems associated with Caltrans construction project work and recommend sound engineering solutions in a timely manner.
 - o) The Consultant shall assist in the preparation of contract change orders, Construction Contractor's potential claims, and reports and letters related to the construction of large civil engineering projects.
 - p) The Consultant shall prepare calculations, records, reports and correspondence related to project activities.
 - q) The Consultant shall assist in the preparation of final as-built plans and reports.
 - r) The Consultant shall maintain a separate set of project files for each EA in Task Order issued by the Caltrans Contract Manager. These files shall be properly indexed and filed. If requested by the Caltrans Contract Manager, the Consultant shall provide copies of these files to Caltrans Structure Representative/Caltrans Resident Engineer

2. Proposed Caltrans Projects/Services

- a) Provided below is a list of proposed Caltrans projects, however, this list is not exclusive and it does not constitute a commitment that the projects will be initiated or completed or work assigned to the Consultant. Caltrans reserves the right to add or delete from this list of projects that are within the geographical jurisdiction of the Contract set forth in “Location of Work” Section within the Division of Engineering Services, Structure Construction, District 3 South and District 10 North’s jurisdiction.

EA	County-Rte-PM	Project Description
0325000103	SUT-020-4.2/5.1	Bridge Scour Mitigation at Sutter Bypass
0300020726	SAC-160-25.1/31.9	Re-Align Route 160
0317000052	YOL-VAR-0/0	Grant Ave/SR 128/Russell Blvd Corridor Improvements
1020000176	CAL-004-R0/R10.3	CAL County SR 4- Capital Preventive Maintenance (CAPM)
1023000209	59V03-VAR-0/0	San Joaquin County I-5 & SR-99
0300000243	59V03-VAR-0/0	Empire Ranch Rd OC +3 (new) (TIF)
0300000257	SAC-050-12.5/15.8	Rancho Cordova Pkwy OH
0300002004	SAC-005-24.1/24.8	I-5 Richards/ Braided Ramp + Double Crossover Diamond Alternative
0300020439	SAC-050-15/17.2	Modify OC and Extend Hazel Ave South of Folsom Blvd - Oversight
0312000044	PLA-065 R10.1/R11.2	Whitney Ranch OC - Construct New IC near Lincoln - OVERSIGHT
0312000185	PLA-080-4.1/7.5	Rocklin Rd IC
0315000148	59V03-080-0/0	Richards Blvd Interchange Improvements
0316000063	SAC-005-25.3/34.4	SAC 5 Replace RHMA
0318000014	59V03-VAR-0/0	Yuba Pass SOH Bridge Replacement
0318000017	PLA-080-0/0	Blue Canyon Truck Climbing
0319000029	SAC-050-L0.2/R6.1	US 50 Multimodal Corridor Enhancement
0319000129	PLA-089-8.9/8.9	PLA-89 Tahoe City electrical shed
0319000280	ED-050-0/0	ED Pavement CAPM Drainage
0319000286	SAC-VAR-0/0	SAC 99/51/160 Five Pump Plant Project
0319000303	SAC-VAR-0/0	SAC 99/51 Pump Plants
0319000304	59V03-VAR-0/0	YOL 16-505 & SUT 20 Bridge Scour Mitigation
0321000023	SAC-099-6.04/7.06	Willow Slough Replacement

0321000202	YOL-005-R22.8/R28.92	Yolo county route 5
0322000160	COL-020-10.07/10.07	Colusa 20 Wildlife Crossing
0323000171	SAC-005-0.21/4.63	I-5 Grade Raise
0323000268	ED-050-0/0	3G250 ED 50 Bridge Preservation
0323000292	NEV-020-0/R12.2	Penn Valley CAPM
0324000054	PLA-080-0/0	PLA-80 6-Location Deck Replacement
0324000056	YUB-020-R17.7/R18.1	Parks Bar Deck polyester overlay and column 5 scour repair
0324000058	NEV-080-19.3/19.3	Truckee Maintenance Station Relocation
0324000162	SAC-050-R2.13/R2.13	SAC Translab HVAC repair
0325000094	NEV-049-R10.8/R13.3	Nev 49 Corridor Improvement Project
1000000067	SJ-205-2.6/R5.1	11th Street Interchange & Demo Old US 50 OC
1012000259	SJ-005-25.6/28	10-0X460 Stockton Channel Viaduct Bridge Replacement
1013000008	CAL-012-17.3/17.3	CAL County Bridges Rehab
1014000111	AMA-049-3.6/3.8	Replace South Ave Bridge; City of Jackson
1014000146	SJ-205-R4.5/R9	SR205 SMART CORRIDOR - PHASE 2
1017000116	SJ-205-L0/R13.4	I-205 TRACY HOV 8 LANE WIDENING
1017000178	SJ-004-S19.44/38.06	SJ 4 CAPM
1017000183	SJ-004-14.2/14.2	SAN JOAQUIN RIVER (GARWOOD) BRIDGE
1017000184	ALP-088-1.9/1.9	CAPLES LAKE REHABILITATION
1018000273	SJ-005-32.5/49.8	I-5 PAVEMENT ANCHOR PROJECT
1018000275	ALP-088-2/25	Carson TMS Project
1020000009	TUO-049-14.17/15.17	TUO SR 49/108 Jamestown widening
1020000185	TUO-049-4.47/4.47	Tuolumne 49 Scour Mitigation
1022000066	CAL-049-0/30.865	Calaveras 49 Pavement Anchor Project
1022000073	AMA-088-14.3/32.3	CAPM in Amador County SR 88
1022000262	CAL-004-16.3/-18.769	CAL Cty SR 4 Eastern Segment of the Wagon Trail Realignment
1024000053	TUO-108-R17.7/R17.7	Tuolumne (Tuo) County on State Route 108 at clarifier

- b) Caltrans intends to utilize the Contract to complete a specific piece of work as long as it is located within the geographical jurisdiction of the Contract set forth in the “Location of Work” for each of the projects listed in the Contract utilizing the services described in this Scope of Work and as described in a Task Order. In the future, Caltrans may find it necessary to create a separate contract (or contracts) that involves a specific project, or projects listed or unlisted in the Contract and includes part of the work contained in the Contract. Caltrans reserves the right to procure Architectural and Engineering (A&E) services involving the listed projects or unlisted projects (within the geographical jurisdiction of the Contract set forth in “Location of Work” Section) involving in whole or in part the same work using a project-specific Contract if the schedule to complete performance of the specific project extends beyond the term of the Contract or the cost to complete the specific project exceeds the dollar balance remaining in the Contract after accounting for amounts due to the Consultant for work previously performed and for work that is scheduled to be performed in executed task orders.
- c) Should a project-specific Contract be procured under these provisions, the parties mutually agree that, in accordance with Exhibit D, Section III, Termination of the Contract, Caltrans shall terminate for convenience the portion of the Contract that includes the common scope of work identified in the project-specific Contract per Exhibit D, Section III, Termination of the Contract. Such partial termination for convenience shall be processed by amendment to the Contract. Unless otherwise required by law, regulation, or Caltrans policy or procedure, the Consultant may compete for these project-specific Contracts.
- e) At the sole discretion of Caltrans, Consultant may be required to provide the required services for projects contained herein, on safety projects, emergency projects, emergency storm damage projects, except for those specially excluded above, within the geographical jurisdiction of this Contract set forth in “Location of Work” Section.
- f) Consultant shall be available on two (2) days’ written notice:
 - a. To meet with Caltrans; to participate in internal Project Development Team (PDT) meetings or other Caltrans meetings.
 - b. To attend public meetings (day and evening) where an expert is required.
 - c. To participate in any public hearings necessary for a project.
 - d. To provide technical expertise on an “as-needed” basis.
- g) The Consultant shall periodically submit progress reports and meeting with the Caltrans Contract Manager and/or Task Order Manager.

When applicable, progress reports shall indicate an estimated percentage of work completed and a corresponding estimate of budget spent to date for work deliverables. Estimate of work completion and budget spent shall be for the same time period.

- a. The Consultant Contract Manager shall meet with the Caltrans Contract Manager as needed to discuss progress on the contract.
- b. Progress reports shall include the total number of hours worked by the Consultant and Subconsultants' personnel by use of the Department of Transportation's WBS level element(s). The monthly project reports shall generate and deliver the information given below:
 - i. Field Personnel Assignment Summary Task Order (TO) budget Status
 - ii. Monthly Narrative report
 - iii. Current Fiscal Year Monthly questionnaire
 - iv. Task Order Billing report
 - v. Current Fiscal Year Monthly Cost for EAs
 - vi. Area Construction Manager (ACM) graphic report for Capital outlay Task Order
 - vii. Reports for maintenance Task Order & Summary
 - viii. DBE utilization rate on monthly and cumulative basis.

3. Partnering

Partnering is a way of conducting business in which both Consultant and Caltrans make commitments to achieve mutual goals.

- a) Consultant, Caltrans' Task Order Manager, and Caltrans' Contract Managers shall schedule a kick-off partnering meeting, set expectations, roles and goals, establish the project-specific partnering process, develop risk/opportunity management strategies, discuss monthly invoice processing requirements, and get buy-in and commitment from the project team.
- b) Consultant shall partner with all parties and stakeholders to establish and maintain cooperative communication channels and mutually resolve conflicts at the lowest responsible level. Consultant will participate in dispute resolution plan to establish a common understanding of the team process to resolve disputes most efficiently and effectively.
- c) Consultant is expected to work on task orders in good faith, proceed diligently, avoid hindering, stay within the law and delegated authority, conforming with the established rules and collaborate with Caltrans Task Order Manager and Caltrans Contract Manager with impartiality and honesty.

4. Workplan Standards Guide Codes

- a) Task Orders are based on the Caltrans Workplan Standards Guide (WSG). The latest WSG is found in the Guide to Project Delivery Workplan Standards Guide, which is available from the Caltrans' Publication Unit and on the Internet at <https://projmgmt.onramp.dot.ca.gov/project-management-application-systems-pmas/workplan-standards>. The WSG references the Work Breakdown Structure (WBS) categories, which are potential and related work activities applicable to the Contract.
- b) The WGS references WBS categories which present the potential and related work activities that the Consultant may be required to perform. All revisions to the current version of the Work Breakdown Structure (WBS) shall apply during the life of the Contract.

The WBS activities below applicable to the Contract are limited to those set forth below:

275 Construction Engineering and General Contract Administration of Structures Work

- 275.10 Office Administration Work for Structures
- 275.20 Field Administration Work for Structures
- 275.30 Change Order Inspection for Structures Work

285 Prepare and Administrate contract change orders claims

- 285.05 Change Order (CO) Process
- 285.10 Functional Support
- 285.10.10 Staking for Change Order
- 285.10.15 Other Functional Support

290* Resolve contract

- 290.40 Potential Claim Record
- 290.50 Alternative Dispute Resolution
- 290.60 Potential Claim Resolution
- 290.70 Arbitration

295 Accept contract, prepare final construction estimate, and prepare final report

- 295.05 Processed Estimate after Acceptance
- 295.10 Proposed Final Contract Estimate
- 295.15 As-Built Plans
- 295.20 Project History File
- 295.25 Final Report
- 295.30 Processed Final Estimate
- 295.99 Other Accept Contract/Prepare Final Construction Estimate and Final Report

*Provide engineering support only. The Department has a separate contract for contract claim resolution services.

The Consultant shall not work on any projects that are in the planning phase (K-Phase) and the Consultant shall not be reimbursed for any work performed during this phase of a project. Also, the Consultant shall not work on projects listed within this contract that are in the preliminary design, or final design phases (0, or 1-Phases) and the Consultant shall not be reimbursed for any work performed during these phases of a project.

5. Quality Control Plan

- a) Prior to commencing work, the Consultant shall prepare the quality control plan and the minimum standard of work quality and obtain approval from the Caltrans Contract Manager, in effect for each and every Task Order during the entire time work is being performed under the Contract. The Consultant shall complete the quality control plan and certify at the completion of work that all measures contained therein were satisfied. Caltrans shall perform quality assurance on the quality control plan to assure that quality control was satisfied.
- b) The Consultant's quality control plan shall establish a process whereby:
 - i. All deliverables are reviewed for accuracy, completeness, and readability before submittal to Caltrans.
 - ii. Calculations and plans are independently checked, corrected, and re-checked.
 - iii. All job-related correspondence and memoranda are routed and received by affected persons and then filed in the appropriate Task Order file.
 - iv. Field activities are routinely verified for accuracy and completeness, such that any discovered deficiencies do not become systemic or affect the result of a Task Order deliverable.
- c) The Consultant shall provide an outline of the quality control program before a specific task begins and shall identify critical quality control reviews within each Task Order. The Caltrans Task Order Manager and Caltrans Contract Manager shall periodically request evidence that the Quality Control/Quality Assurance (QC/QA) plan is functioning.
- d) All analytical results, plans, designs, specifications, estimates, notes, calculations, analysis, reports, graphics, drawings, visual simulations, studies, product, data, manuals, details, deliverables, backup documents, other documents, and other items required by this Contract submitted to the Caltrans Task Order Manager and Caltrans Contract Manager for review shall be marked clearly as being fully checked or unchecked, and that the preparation of the material followed the quality control plan established for the work.
- e) The QC/QA plan shall contain provisions for the development of appropriate "checklists" to maintain product quality and control. These "checklists" shall be delivered to the Caltrans Task Order Manager and Caltrans Contract Manager with

the QC/QA plan. The Consultant shall update these documents when directed by the Caltrans Task Order Manager and Caltrans Contract Manager. Within thirty (30) calendar days of the Notice to Proceed (NTP), the Consultant shall submit to the Caltrans Contract Manager or Caltrans designee a job specific QC/QA plan and staffing plan.

- f) The Consultant Contract Manager shall address all questions which may arise as to the quality or acceptability of deliverables furnished and work performed for this Contract.

C. GENERAL REQUIREMENT - PERSONNEL

1. Independent Contractor Status

For circumstances when Consultant personnel perform work at the Consultant home office or within Caltrans facilities alongside with Caltrans staff, all supervision and instructions shall be transmitted by the Consultant Task Order Manager. Consultant Task Order Manager shall exercise comprehensive control authority over its personnel in the manner and means to fulfill work performed without any involvement of the Caltrans Task Order Manager and/or Caltrans Contract Manager or designee.

a) Consultant Personnel Relationship

- i. Consultant is an independent contractor, and nothing contained in the Contract shall be construed as constituting any relationship with Caltrans other than that of project owner and independent contractor. In no event shall the relationship between Consultant personnel and Caltrans be construed as creating any relationship whatsoever between Caltrans and any of Consultant's employees.
- ii. Neither Consultant nor any of its employees is or shall be deemed to be an employee of Caltrans. The Consultant has the sole rights to terminate its personnel at-will without cause and demonstrate its right to control over the personnel.

b) Consultant Personnel - Supervision Control and Instructions

- i. Consultant personnel shall operate as independent contractors whereby free to perform jobs in their own ways and means, using their own specific methodologies to achieve the desired task order services and deliverables.
- ii. Consultant personnel are not required to follow Caltrans functional office protocols nor Caltrans specific instructions on how to perform its work.
- iii. Except as otherwise specified in the Contract, Consultant Contract Manager has sole authority and responsibility to employ, discharge, terminate and otherwise control its employees and has complete and sole responsibility as a principal for

its agents, for all Subconsultants and for all other persons that Consultant or any Subconsultant hires or engages to perform or assist in performing the Scope of Work.

- iv. Consultant shall make all of its own business including personnel decisions and bear the risk for its decisions without any burden or liability placed upon the Department.

c) Skilled and Qualified Labor

- i. The Consultant will provide professional services in an area of its specialization as an essential part of the purpose of the business enterprise, considered as skilled professionals and do not require training.
- ii. Consultant shall provide its own training to its employees and Subconsultants, and Consultant shall not rely upon Caltrans to provide such training.

d) Consultant agrees that:

- i. The Consultant Contract Manager or designee shall manage, instruct, and supervise all Consultant employees and Subconsultants, and shall not allow any other party to manage, instruct and supervise such parties.
- ii. Unless approved in writing by Caltrans Contract Manager, Consultant shall not hire employees or Subconsultants to work on Caltrans matters exclusively and only. Consultant may hire employees and Subconsultants for a specific Caltrans matter provided such party has the skills and knowledge to work on other matters and they are assigned to other matters from time to time.
- iii. Consultant shall provide its own tools, equipment and supplies, and Consultant shall not rely on Caltrans to provide such tools, equipment, and supplies. Notwithstanding the foregoing, Caltrans may, during the term of the Contract, allow Consultant to access selected items of equipment; provide non-employee User-Ids and related access to Caltrans computer systems to Consultant employees and Subconsultants; and provide non-employee access cards and other such forms of identification to Consultant employees and Subconsultants.
- iv. Consultant shall advise its employees and Subconsultants of the foregoing contract terms that apply to them, and Consultant advise such employees and Subconsultants to report to Consultant any apparent or actual breaches. Consultant shall relay any such reports to Caltrans Task Order Manager and Caltrans Contact Manager.

2. Consultant Work Hours and Availability

- a) Unless otherwise specified in the Task Order, predicted by Construction Contractor's operations, or directed by the Caltrans Task Order Manager and Caltrans Contract Manager, the normal workday shall be Monday through Friday, from 7 a.m. to 4 p.m. or any combination of five (5) consecutive days which may include Saturday and/or Sunday, and the normal workweek shall consist of forty (40) hours. If Saturday and/or Sunday is part of a regular work week as determined by Caltrans, then the Saturday and/or Sunday work shall be treated as work performed on a regular workday and no overtime shall be paid for the first eight (8) hours on Saturday or Sunday. Consultant Contract Manager shall be responsible for providing Consultant personnel who can satisfy the requirements set forth in this Contract.
- b) If Caltrans determines that the Consultant's services and work product need to be received outside of normal business hours (including instances where receipt of services is required to avoid danger to life or property), the Consultant may be directed to provide its services and work product during specific hours during the week (including hours that are outside of normal business hours). Night work may be required on project services. Any shift differential rate pay for prevailing wage tasks shall be reimbursed in accordance with the applicable Department of Industrial Relations (DIR) determination.
- c) It is anticipated that variations in the Caltrans' delivery of the Structure Construction Engineering and Inspection Support services Contract activities covered under this Contract will occur. During the Contract period, the Caltrans Task Order Manager, Caltrans Contract Manager or designee may ask the Consultant Contract Manager to reassign Consultant employees from a project or an office with low activity to assist on another project or office with high activity. The Consultant Contract Manager will be notified at least two (2) working days prior to this reassignment.
- d) The Consultant's typical workday(s) shall include, but not be limited to, working in conjunction, in coordination, and in cooperation with all of the following:
 - Caltrans Contract Manager
 - Caltrans Task Order Manager
 - Caltrans Structure Representative including Caltrans Construction Inspection Staff and with other Caltrans Functional Units as needed
 - Other federal, state, and/or local Agencies
- e) The Consultant shall obtain approval from the Caltrans facility manager prior to conducting activities within a maintenance station or other Caltrans facility.

3. Assigned Personnel on Task Orders

- a) In responding to Caltrans' Task Order and in consultation with the Caltrans Task Order Manager and Caltrans Contract Manager, the Consultant Contract Manager shall identify the specific personnel classifications proposed for the task and their job assignments. The Consultant shall provide documentation that proposed personnel meet the appropriate minimum qualifications as required by this Contract.
- b) The Consultant's personnel shall be assigned to and remain on specific Caltrans project services/deliverables until completion and acceptance of the project services/deliverables by Caltrans. Personnel assigned by the Consultant shall be available at the start of a Task Order and after acceptance of the project/deliverable by Caltrans.
- c) After the Caltrans Task Order Manager and Caltrans Contract Manager's approval of the Consultant's personnel proposal and finalization of a Task Order, the Consultant may not add, delete or substitute personnel without the Caltrans Task Order Manager and Caltrans Contract Manager's prior written approval.
- d) Resumes containing the qualifications and experience of the Consultant's and Subconsultant's personnel, which include existing and additional personnel, and copies of their minimum required certifications, shall be submitted to the Caltrans Task Order Manager and Caltrans Contract Manager for review before assignment on a project or Task Order. The resume and copies of current certification for each candidate shall be submitted to the Caltrans Task Order Manager and Caltrans Contract Manager within one (1) week of receiving the request.
- e) The Caltrans Task Order Manager and Caltrans Contract Manager or designee may interview the Consultant's personnel for the qualifications and experience. The Caltrans Task Order Manager and Caltrans Contract Manager's decision to select the Consultant's personnel shall be binding to the Consultant and its Subconsultants. The Consultant shall provide adequate qualified personnel to be interviewed by the Caltrans Task Order Manager and Caltrans Contract Manager within one (1) week of receiving the request.
- f) The Caltrans Task Order Manager and Caltrans Contract Manager or designee shall evaluate the adequacy (quality and quantity) of the work performed by the Consultant's personnel, and determining whether the deliverables satisfy the acceptance tests and criteria. The Caltrans Task Order Manager and Caltrans Contract Manager may reject any Consultant personnel who are determined by the Caltrans Task Order Manager and Caltrans Contract Manager to lack the minimum qualifications. If at any time the level of performance is below expectations, the Caltrans Task Order Manager and Caltrans Contract Manager may direct the Consultant to immediately remove Consultant personnel from the project specified in a Task Order and request that the Consultant provide another qualified person be assigned as needed. The Consultant personnel shall meet the qualifications required by this Contract for performance of the work as

demonstrated by a resume and copies of current certifications submitted by the Consultant. Consultant personnel shall receive prior written approval from the Caltrans Contract Manager. Invoices with charges for personnel not pre-approved by the Caltrans Contract Manager for work on the Contract and for each Task Order shall not be reimbursed.

- g) The Consultant's personnel shall be capable, competent, and experienced in performing the types of work in this Contract, and as stated within the Task Order(s), with minimal instruction. Personnel skill level should match the specific job classifications, as set forth herein or in the Consultant's Cost Proposal, Attachment 2 and task complexity. The Consultant's personnel shall be knowledgeable about, and comply with, all applicable federal, state, and local laws and regulations.

4. Personnel Substitutions or Additions

- a) In this Contract is a list of proposed personnel classifications for which services are anticipated to be needed by Caltrans during the term of this Contract and as depicted on the proposed Consultant's Organization Chart and the Consultant's cost proposal - Attachment 2 with specific rates of compensation. Caltrans reserves the right to add and/or delete personnel classifications from this list.
- b) Pursuant to Exhibit D - Special Terms and Conditions, Section 1 - Amendment (Change in Terms), the Consultant is required to submit a written Personnel Request form with justifications and obtain the Caltrans Contract Manager's prior written approval for any substitutions, additions, alterations, or modifications to the Consultant's originally proposed personnel, Subconsultant(s), and project organization, as depicted on the proposed Consultant's Organization Chart or the Consultant's cost proposals - Attachment 2. Additions of personnel is only permitted from the original firms proposed in Consultant's Organization Chart or in the Consultant's cost proposal - Attachment 2, or as approved by the Caltrans Contract Manager.
- c) The Consultant personnel substitutions or additions shall have the same job classification, as set forth herein or in the Consultant's Cost Proposal, - Attachment 2, and meet or exceed the qualifications and experience level of the previously assigned personnel, at no additional cost to Caltrans and shall not exceed the billing rate. Executive or highly compensated personnel utilized for substitutions or additions will be reimbursed a fair and reasonable commensurate compensation of the previously assigned personnel, at no additional cost to Caltrans and shall not exceed the billing rate in the Cost Proposal – Attachment 2.
- d) The billing rates for Consultant personnel utilized for substitutions or additions including those that fall under general classifications, will be calculated, and reimbursed based on their actual hourly rate as of the Request for Qualification for this

Contract (“RFQ”) date, will be calculated and reimbursed in accordance with the percentage escalations agreed to in the Cost Proposal – Attachment 2.

- e) Actual hourly rates for Consultant personnel utilized for substitutions or additions hired after the RFQ date will not exceed (or shall be in line with) the billing rates of similar personnel listed on the Cost Proposal – Attachment 2, having similar experience and will be calculated and reimbursed in accordance with the percentage escalations agreed to in the Cost Proposal – Attachment 2.
- f) When the Consultant proposes to substitute or add personnel to the Contract, the Consultant shall submit personnel resumes for all of the personnel that it and its Subconsultants propose to use on this Contract. The Consultant personnel shall have significant experience in the work involving a similar transportation facility for a minimum two (2) previous projects, unless otherwise approved by the Caltrans Task Order Manager and Caltrans Contract Manager.
- g) The Consultant shall not remove or replace any existing personnel assigned to a Task Order without the prior written approval of the Caltrans Task Order Manager and Caltrans Contract Manager. The removal or replacement of personnel without written approval from the Caltrans Contract Manager is a breach of the Contract and may result in termination of the Contract per Exhibit D, Section III, Termination of the Contract.
- h) When assigned Consultant personnel is on Consultant approved leave and that assigned Consultant personnel is required by the Caltrans Task Order Manager and Caltrans Contract Manager, the Consultant Contract Manager shall provide a temporary substitute Consultant employee until the assigned Consultant employee returns to work from the approved leave. The temporary substitute Consultant personnel shall have the same job classification, as set forth herein or in the Consultant’s Cost Proposal, Attachment 2, shall not exceed the billing rate and meet or exceed the qualifications and experience level of the previously assigned personnel, at no additional cost to Caltrans. Consultant personnel shall receive prior written approval from the Caltrans Contract Manager to work on this Contract.
- i) The Consultant shall not submit the entire updated cost proposals to Caltrans District Contract Manager, however, submit electronic pdf cost proposal sheets indicating the incremental change attached to the Personnel Request form for said substituted or added personnel only. The Consultant shall provide the same incremental change in personnel in Microsoft Excel format, version 2013, or format currently in use by Caltrans.

5. Stable Workforce

- a) Maintaining a stable workforce is essential to the successful completion of Caltrans' work. Consultant shall implement a personnel retention plan strategy and shall submit a written plan with the Statement of Qualification for this Contract ("Statement of Qualifications or SOQ") submittal.
- b) With the on-call nature of this Contract, the Consultant and all Subconsultants, shall throughout the life of the Contract, retain within its firm, a sufficiency in staff of people who shall be properly licensed and certified in accordance with the laws of the State and qualified to perform all aspects of the required work described in this Contract and all work specified in a Task Order along with any emergencies that may arise during the life of this Contract. Pursuant to Section C. - General Requirements - Personnel, paragraph 4 - Personnel Substitutions or Additions, the Consultant shall be prepared to provide additional personnel, as necessary, during the period of performance of this Contract to accommodate the work.

6. Safety

- a) Consultant shall review, become familiar and comply with occupational safety and health standards established by federal and state laws. If applicable, Consultant shall review, become familiar with Caltrans construction Code of Safe Practices (COSP), along with the Caltrans Safety Manual. Consultant shall provide safe working and reasonably free from danger to life or health to its employees and the traveling public and shall maintain a written Injury and Illness Prevention Program.
- b) In addition to the requirements specified elsewhere in this Contract, the following also shall apply:
 - i. The Consultant shall maintain its working environment in a manner that is safe for Consultant personnel. The Consultant shall provide a Code of Safe Practices for its personnel that includes at a minimum, fall protection safety, lead training, respirator training, and promotes an awareness of health and safety requirements and enforce its personnel to follow applicable regulations and contract provisions for the protection of the project personnel and the public. If applicable, the Consultant's personnel shall comply with all safety provisions of the Caltrans Safety Manual (<https://dot.ca.gov/programs/construction/construction-manual/section-2-1-safety>), Caltrans Surveys Manual (http://www.dot.ca.gov/hq/row/land-surveys/SurveysManual/Manual_TOC.html), Caltrans Laboratory Safety Manual (http://www.dot.ca.gov/hq/esc/ctms/pdf/lab_safety_manual.pdf), Caltrans Traffic Manual (<https://dot.ca.gov/programs/safety-programs/camutcd>) and Caltrans Code of Safe Practices (<http://www.dot.ca.gov/hq/construc/safety/>).

- ii. The Consultant shall comply with all federal, state, and local Occupational Safety and Health Administration (OSHA) statutes, laws, codes, regulations, policies, procedures, ordinances, standards, rules, specifications, performance standards, and guidelines, and the safety instructions that Caltrans issues for performance of Task Order work, applicable to the work under this Contract, regarding safety equipment and procedures (including, but not limited to, use and operation). Under no circumstance shall the Consultant's safety policies be less stringent than Caltrans'.
 - iii. The work shall not be performed when conditions prevent a safe and efficient operation and shall only be performed with written authorization by Caltrans.
 - iv. The Consultant shall conform to all safety requirements for testing and storage of nuclear gauges.
 - v. If applicable, the Consultant shall provide, at no cost to Caltrans, a valid Thermoluminescent Dosimeters (TLD) badge to each Consultant employee engaged in nuclear gauge testing to meet the safety requirement by the California Department of Public Health. Quarterly radiation exposure reports and yearly operator's radiation safety training shall be submitted to Caltrans' District Radiation Safety Officer.
- c) The Consultant shall be solely responsible for the protection of health and safety of its personnel, Subconsultants, and Subconsultant's personnel in performance of this Contract.
- d) The Consultant shall provide, at no cost to Caltrans, all safety equipment for Consultant's personnel to perform the required services in a safe manner including, but not limited to gloves, coveralls, sunscreen, insect repellents, fire extinguisher, hard-soled safety footwear, white hard hats, face masks, fall protection, respiratory protection, eye protection, hearing protection, and approved safety attire. The Consultant's personnel shall wear hard-soled safety footwear, white hard hats, eye protection, hearing protection, and approved safety vests at all times while working in the field.
- e) The Consultant shall provide, at no cost to Caltrans, appropriate safety training for all the Consultant's and the Subconsultant's office, laboratory, and field personnel, including training required for performing the work in an office setting or in the field in a safe manner.
- f) Any safety violations committed by the Consultant personnel may be cause for termination of the Contract.
- g) Consultant personnel whose work involves field work must:
 - i. Have current certification of Caltrans' approved Defensive Driving Training and a current California Driver's License.

- ii. Have attended an 8-hour Caltrans approved Construction Safety Orientation Class prior to being assigned to work on Caltrans Projects and current on annual refresher class, if applicable. (See Section on Field Safety for additional requirements.)
- h) Notwithstanding anything to the contrary herein, neither Caltrans nor Consultant will be responsible for the obligations assigned to Prime Construction Contractor under the Construction Contract; including but not limited to the Prime Construction Contractor's responsibility for safety as set forth in Sections 7-1.02K(6)(a) and 7-1.04 of the Standard Specifications.
- i) When performing the services set forth herein, Consultant shall be considered an agent of Caltrans for purposes of the Prime Construction Contractor's indemnification and insurance obligations set forth in Standard Specification Sections 7-1.05A and 7-1.06 of the Construction Contract.

7. Other Personnel Requirements

a) Annual Information Security Awareness Training

This training is mandatory and is to be completed annually by all Caltrans employees, contractors, consultants, partners, vendors, students, and volunteers with access to Caltrans computers or network resources.

- b) The Consultant is responsible to provide fully trained personnel to efficiently perform the work. The Consultant's personnel may be asked to attend certain special training if recommended by the Caltrans Contract Manager. On such occasions, with the approval of the Caltrans Contract Manager, Caltrans shall compensate the Consultant for the Consultant's actual cost for time spent in training only. All other costs, fees, and expenses associated with the training, including any transportation costs and training fees, shall be the Consultant's responsibility. In addition, services to train the Caltrans personnel shall not be provided by the Consultant under this Contract.
- c) In location(s) where the Consultant personnel is expected to work for extended period(s) of time, the Consultant shall either relocate the personnel or make every effort to hire local persons.
- d) Other project personnel who are not identified on the Consultant's cost proposal shall also satisfy appropriate minimum qualifications for assigned Task Orders. Caltrans' prior written approval is required for all personnel not identified on the Consultant's organization chart or the Consultant's cost proposals before providing services under this Contract.

e) Confidentiality

- i. Critical to the validity of the selection process is the absolute necessity to maintain process integrity and confidentiality. All Consultant personnel are required to sign a No Conflict-of-Interest Statement and confidentiality and nondisclosure Contract (NDA). A copy of the No Conflict of Interest Statement shall be submitted prior to the first invoice.
- ii. All Consultant personnel are required to sign an NDA issued by the Consultant firm. An NDA template document shall be submitted in draft and the opportunity provided for Caltrans to provide comments and feedback, prior to final acceptance and before commencing work on the Task Order. A copy of NDA shall be submitted prior to the first invoice. Executed NDAs shall be made available to Caltrans upon request.
- iii. Consultant may not disclose any project related information to third parties without prior written approval of the Caltrans Contract Manager.

D. INCIDENTAL SERVICES

1. Non-Architectural and Engineering (non-A&E) services

- a) The Consultant shall only provide incidental non-Architectural and Engineering (non-A&E) services, such as Global Information Systems (GIS) support, utilities location support, traffic control, provided (a) such services are necessary for the completion of the Architectural and Engineering (A&E) tasks and/or deliverables performed by the Consultant described in executed Task Orders and covered by the work in this Contract and the rendering of the services is approved in advance by the Caltrans Contract Manager.
- b) Incidental services shall only be provided to support the Consultant's personnel who are performing A&E services, tasks, and deliverables on this Contract. The Contract amount spent on such incidental services shall be relatively minor when compared to the professional A&E services performed. The Consultant shall not be paid or reimbursed for any incidental non-A&E services provided to Caltrans unless provided in the fashion described in this Contract and included in an executed Task Order. The Consultant is responsible for ensuring that Task Orders include any incidental non-A&E services.
- c) The total aggregate cost of all non-A&E services under this Contract shall not exceed 10% of the total authority of the Contract¹; and

- d) Any non-A&E services are an incidental task to the Contract and not the purpose for entering into this Contract.
- e) The Consultant shall include the Caltrans Contract Manager in written communications to other Caltrans personnel for any clarifications on the Task Order scope of work, schedule, and cost.

2. Training Services

- a) Incidental training services may be provided only if the training involves the specific work product of this Contract. Such incidental training services are permitted, but only if:
 - i. The training involves the specific work product created under this Contract (and does not involve general A&E training and is not the work product of a previous contract); and
 - ii. The total aggregate cost of all training including all other incidental work under this Contract does not exceed 10% of the total authority of the Contract.
 - iii. The training is an incidental task within the Contract and not the purpose for entering into this Contract.

3. Incidental Public Relations Services

Non-A&E incidental and ancillary work activities may include assisting with public relations services; however, they are limited to developing content for display boards, PowerPoint slides, leaflets, flyers, and other non-mainstream media for information dissemination.

Public relations activities on mainstream media are prohibited and are defined as advertising actions that appeal to the press, television, radio, billboards, cinema, website development, and other virtual mediums. Consultant work services shall not include the performance of public relations services.

E. CONSULTANT PERSONNEL REQUIREMENTS

1. Consultant Contract Manager

- a) The Consultant Contract Manager shall coordinate work-related matters and Consultant's operations under this Contract with the Caltrans Contract Manager in coordination with the applicable Caltrans Task Order Manager, Functional Manager, District/Region Area Construction (Claims) Engineer, Laboratory Supervisor, Headquarters' Structural Construction Engineer, Caltrans Resident Engineer or the Caltrans Responsible Charge Construction Engineer, District Landscape Architect, District Surveys Engineer, District Right-of-Way Engineer, District Water Quality Program Manager, District Deputy Director for Program/Project Management, District's Traffic Operations Units, Project Coordinator, Deputy District Director for Environmental Analysis, District Surveys Office Chief, and/or District's Public Information Officer.
- b) The Consultant Contract Manager shall have a minimum of five (5) years of responsible experience performing the duties as a consultant contract manager, managing, and leading a team of engineering firms for Structure Construction Inspection services contracts. Specifically for the five (5) years of responsible experience performing the duties as a consultant contract manager, other project manager, design manager, lead designer, and other lead roll position experiences will not qualify for the Consultant Contract Manager experience as outlined in the RFQ for Personnel Requirements under Consultant Contract Manager. The Consultant Contract Manager shall be knowledgeable about all Caltrans policies and procedures.
- c) The Consultant Contract Manager shall be a Registered Professional Engineer licensed in the State of California in good standing with the California State Board for Professional Engineers, Land Surveyors, and Geologists at all times during the Contract period, to perform the tasks described in the Contract and in the Task Orders and shall have a documented minimum ten (10) years of demonstrated experience acceptable to Caltrans in Structure Construction Inspection services work. The Consultant Contract Manager shall be an employee of the Consultant.
- d) Each cumulative set of five (5) years and ten (10) years minimum years of experience, gained from multiple projects at various times, shall be in serial (not in parallel order), with the total time not accounting for double-counting or any overlapping between the two types of experience. Specific contract management experience shall be detailed for each relevant project listed in the resume section of the Statement of Qualifications for this Contract (Section E of the Standard Form 330).
- e) In addition to other specified responsibilities, the Consultant Contract Manager shall be responsible for all matters related to the Consultant's personnel, Subconsultants,

Structure Construction Inspection Services work, and Consultant's and Sub-Consultants' operations including, but not limited to, the following:

- i. Ensuring that deliverables are clearly defined, acceptance tested and that criteria are specific, measurable, attainable, realistic and time-bound; and that the deliverables satisfy the acceptance tests and criteria.
- ii. Supervising, reviewing, monitoring, training, and directing the Consultant's and sub-consultants' personnel.
- iii. Assigning qualified personnel to complete the required Task Order work as specified on an "as-needed" basis in coordination with the Caltrans Contract Manager.
- iv. Administering personnel actions for Consultant personnel and ensuring appropriate actions taken for Subconsultant personnel.
- v. Maintaining and submitting organized project files for record tracking and auditing.
- vi. Developing, organizing, facilitating, and attending scheduled coordination meetings, and preparation and distribution of meeting minutes.
- vii. Implementing and maintaining quality control procedures to manage conflicts, insure product accuracy, and identify critical reviews and milestones.
- viii. Assuring that all applicable safety measures are in place.
- ix. Providing invoices in a timely manner and providing monthly Contract expenditures.
- x. Reviewing invoices for accuracy and completion before billing to Caltrans.
- xi. Managing Subconsultants.
- xii. Managing overall budget for Contract and provide report to the Caltrans Contract Manager.
- xiii. Monitoring and maintaining required DBE (Disadvantaged Business Enterprise) or DVBE (Disabled Veteran Business Enterprise) involvement.
- xiv. Ensuring compliance with the provisions in the Contract and all specific Task Order requirements.
- xv. Possessing knowledge, experience, and familiarity with prevailing wage issues and requirements in State of California.
- xvi. Possessing knowledge, experience, and familiarity in reviewing the Critical Path Method (CPM) schedules and providing expert comments.
- xvii. Attending meetings with the Caltrans Functional Managers for Construction Project CPM activities, if applicable.
- xviii. Monitoring the health and safety of personnel working in a hazardous environment in accordance with all applicable federal, state, and local regulations.
- xix. Providing the necessary technical and safety training necessary for work associated with the construction of bridges and buildings and related mechanical systems in various (i.e. urban, rural, marine, desert) environments. This includes, but is not limited to, confined spaces, deep foundations, elevated platforms, and scaffolds

2. Consultant Task Order Manager

- a) For each Task Order, the Consultant shall provide a Consultant Task Order Manager to coordinate the Consultant Task Order operations with the Caltrans Task Order Manager and Caltrans Contract Manager in coordination with the Caltrans Task Order Manager.
- b) The Consultant Task Order Manager (who shall be other than the Consultant Contract Manager) shall be assigned to conduct, or direct the conduct of, all work assigned under a single Task Order. The Consultant Task Order Manager shall be the primary contact for the assigned Task Order and be available as needed for communication with Caltrans.
- c) The consultant Task Order Manager shall have a minimum of five (5) years of experience performing the duties of Task Order Manager for similar design and related project development and/or construction support contracts. The consultant Task Order Manager shall be a Registered Professional Engineer licensed in the State of California in good standing with the California State Board for Professional Engineers, Land Surveyors, and Geologists at all times during the contract period.
- d) The cumulative five (5) years minimum years of experience, gained from multiple projects at various times, shall be in serial (not in parallel order), with the total time not accounting for double-counting or any overlapping. Relative experience shall be detailed for each relevant project listed in the resume section of the Statement of Qualifications (Section E of the Standard Form 330). SF330 Resume shall provide a brief description of each project and include significant details of the previous role that best demonstrates the person's capability and experience relevant to his/her proposed role in this Contract and consistent with the RFQ.

3. Consultant Responsible Person

- a) The Consultant Responsible Person (who shall be the Consultant Structure Representative) exercises independent control and direction, by the use of initiative, skill, and independent judgment, of the investigation or design of professional engineering work or the direct engineering control of projects.
- b) In this Contract, a person who is authorized to review and approve Consultant analytical results, plans, designs, specifications, estimates, notes, calculations, analysis, reports, graphics, drawings, visual simulations, studies, product, data, manuals, details, other documents, other items, and deliverables in place of the Consultant Contract Manager shall be hereafter referred to as the Consultant Responsible Person.

- c) The Consultant Responsible Person shall be currently employed by the Consultant or its subconsultants at the time the deliverables are submitted to Caltrans for consideration under the review and acceptance process.
- d) All analytical results, plans, designs, specifications, estimates, notes, calculations, analysis, reports, graphics, drawings, visual simulations, studies, product, data, manuals, details, other documents, other items, and deliverables under this Contract not fully approved by Caltrans bearing the signature of the Consultant Responsible Person shall be replaced by analytical results, estimates, notes, calculations, analysis, reports, graphics, drawings, product, data, details, other documents, other items, and deliverables under this Contract bearing the signature of a qualified replacement Consultant Responsible Person who is currently employed by the Consultant or its subconsultants. In such an event, no additional time shall be allowed, or cost reimbursed to the Consultant without the prior written approval of the Caltrans Contract Manager.
- e) All of the Consultant's work shall be conducted under the direction of the Consultant Task Order Manager who shall have the appropriate experience as described in this Contract. All analytical results, plans, designs, specifications, estimates, notes, calculations, analysis, reports, graphics, drawings, visual simulations, studies, product, data, manuals, details, other documents, other items, and deliverables under this Contract requiring the Consultant Responsible Person's signature, shall be produced by the responsible Consultant personnel having appropriate experience, and shall be signed by the Consultant Responsible Person.
- f) The Consultant Structure Representative shall have a minimum of five (5) years of responsible experience performing the duties as a Structure Representative for similar structure construction inspection projects.
- g) The Consultant Structure Representative shall be a registered professional engineer licensed in the State of California in good standing with the California State Board for Professional Engineers, Land Surveyors, and Geologists at all times while assigned to work on this contract and in the Task Orders.
- h) The Consultant Structure Representative shall possess a valid Driver's License, possess a valid Standard First Aid Certificate at all times, possess a valid American Society for Testing Materials (ASTM) or California Test Methods (CTM), Certification in the sampling and testing of fresh Portland cement concrete.
- i) The Consultant Structure Representative performs construction and engineering inspections, may direct subordinate inspectors. The frequency of inspections are risk-based and include full-time, intermittent, and/or benchmark during all phases of construction and shall advise Bridge Construction Engineer and Caltrans Resident Engineer on major phases of construction activity.

- j) The Consultant Structure Representative reviews informational and action submittals, and shop drawings; authorizes shop drawings and action submittals when they are in compliance with the requirements of the approved plans and specifications. Performs required calculations such as alignment, grade (elevation control), quantities of work performed or materials placed. Ability to perform calculations to determine stresses within the various elements of structures (e.g., beams, columns, etc.) and the Construction Contractor's temporary works (falsework, shoring, and temporary structural supports, etc.).
- k) The Consultant Structure Representative shall monitor construction activities to assure compliance with contract documents, identifies non-compliant materials, workmanship, or products and takes appropriate corrective action, including rejecting materials or products, until compliance with approved plans and specifications is achieved.
- l) The Consultant Structure Representative or Caltrans Resident Engineer identifies the need for and prepares contract related documents for submission to the Construction Contractor. Reviews CPM schedules. Identifies and mitigates project risks. Completes a project daily diary of pertinent activities and discussions held regarding the progress of the Construction Contractor's work and interaction with the Project Delivery Team, Project Manager etc.
- m) The Consultant Structure Representative assures all project related records are accurate, complete, and filed.
- n) The Consultant Structure Representative assures all materials incorporated into the work meet the requirements of the approved plans and specifications and have been sampled and tested in accordance with the frequencies outlined in the Construction Manual.

4. Consultant Assistant Structure Representative (ASR) Qualifications

- a) The Consultant Assistant Structure Representative shall meet the following minimum qualifications:

Two (2) years of education equivalent to completion of a curriculum beyond the 12th grade in either (1) engineering which includes courses in trigonometry and algebra or higher, drafting, computer science, and physics, chemistry, or a comparable physical science; or (2) surveying which includes courses in trigonometry and algebra or higher, drafting, surveying, and computer science.

AND

A documented minimum of four (4) years of demonstrated experience in structure construction inspection of highways or major public works projects, performing the duties described in this Contract.

OR

Education equivalent to completion of the 12th grade and a documented minimum of six (6) years of demonstrated experience in structure construction inspection of highways or major public works projects, performing the duties described in this Contract.

- b) The Consultant Assistant Structure Representative shall possess a valid Driver's License, a valid Standard First Aid Certificate at all times, a valid American Society for Testing Materials (ASTM) or California Test Methods (CTM), and Certification in the sampling and testing of fresh Portland cement concrete.
- c) The Consultant Assistant Structure Representative in a field setting, performs construction inspections to assure materials and workmanship incorporated into each highway construction project and appurtenances are in conformity with the requirements of the approved plans and specifications, including approved changes. Takes appropriate action when materials and workmanship are non-conforming which may include ordering removal and replacement of non-conforming work.
- d) The Consultant Assistant Structure Representative in a field setting, performs calculations related to the proper alignment and placement of bridge elements, establishes surveying control line and grade (elevation control) as required by established Structure Construction Practices & Procedures. Assists with calculations related to and the review of shop drawings, informational and action submittals received from the Construction Contractor.
- e) The Consultant Assistant Structure Representative confers with Construction Contractors regarding compliance with plans, quality of work, construction activity and California Occupational Safety and Health Administration (Cal/OSHA) regulations. Collaborates with other project personnel regarding the Construction Contractor's compliance with regulatory permit agencies requirements.
- f) The Consultant Assistant Structure Representative assists in identifying the need for and the preparation of contract related documents, e.g. change orders, contract quantities and estimates, potential claim reports, letters, response to Construction Contractor's potential claims, and RFI's (request for information). Completes daily diaries of Construction Contractor's construction activities being performed, inspections performed, tests taken, and materials placed. Develops contract quantity estimate documents at least once monthly and as materials are placed.
- g) The Consultant Assistant Structure Representative assists in recording and filing project related records pertaining to construction progress including daily reports, submittals, shop drawings, monthly pay estimates, and job expenditures.

- h) The Consultant Assistant Structure Representative in a field setting performs verification sampling and/or tests to verify the acceptability of construction materials in accordance with American Society for Testing Materials (ASTM) or California Test (CT) methods.

5. Consultant Transportation Engineering Technician (TET) Qualifications

- a) The Consultant Transportation Engineering Technician shall meet the following minimum qualifications:

Education equivalent to completion of the 12th grade and a documented minimum of six (6) years of demonstrated experience in construction office engineering or in structure construction inspection of highways or major public works projects, performing the duties described in this Contract.

- b) The Transportation Engineering Technician shall have a minimum of 2 years' experience doing structure construction inspection for projects with a similar scope of work.
- c) The Consultant Transportation Engineering Technician shall possess valid certifications in the sampling and testing of bridge construction materials in accordance with California Test Methods (CTM) or American Society for Testing Materials (ASTM) procedure as appropriate for the specific bridge construction materials being sampled or tested.
- d) The Consultant Transportation Engineering Technician shall possess construction surveying knowledge and experience necessary for control lines and grades as required by established Structure Construction Practices Policies and Procedures. TET shall possess a valid Driver's License.

6. Consultant Personnel and Team Member Qualifications

- a) Consultant team members are to be qualified engineers and certified technical experts experienced in the inspection of structures. Consultant team members shall demonstrate experience in performing the required services and have expert capability in applicable codes. Consultant team members shall be knowledgeable of, and comply with, all applicable local, State, and Federal regulations (including, but not limited to, 23 CFR 637.209(C)); cooperate and consult with Caltrans staff during the course of the Contract; and perform other duties as may be required to assure that work being inspected is performed in accordance with the applicable Caltrans construction contract documents.

All Consultant team members shall be knowledgeable of, and comply with, all applicable regulations, including but not limited to Local, Departmental, State

[including Cal/OSHA] and Federal [including Federal Highway Administration (FHWA) and OSHA] regulations. Consultant personnel shall cooperate and consult with Caltrans officials during the course of the Contract; and perform duties as may be required to assure that construction is being performed in accordance with the applicable Caltrans construction contract documents.

- i. Consultant personnel may be identified by the work being performed, these identifiers may include: Structure Representative, Assistant Structure Representative, Engineering Technician.
- ii. The typical skills, abilities and knowledge base of the Consultant personnel shall include, but not be limited to, the following:
 - a. Ability to obtain and maintain certification with applicable California Test Methods (CTMs), American Society of Testing Materials (ASTM), or American Concrete Institute (ACI) tests as required.
 - b. Ability to perform calculations (stress and deflection) of temporary structures as used in the construction of bridges (falsework, temporary shoring, working platforms, temporary supports,). Knowledge and experience in design and/or construction of either temporary or permanent structures.
 - c. Knowledge of stress analysis, strength, properties and uses of construction materials; mathematics as applied to civil engineering; methods, materials and equipment used in construction and maintenance of transportation structures, and engineering surveying.
 - d. Ability to use and reference the following:
 - Caltrans Falsework Manual
 - Caltrans Trenching and Shoring Manual
 - Caltrans Concrete Technology Manual
 - Bridge Construction Records and Procedures Manual
 - Caltrans Foundation Manual
 - Caltrans Prestress Manual
 - Caltrans Deck Construction Manual
 - The manuals listed above are available at:
<http://www.dot.ca.gov/hq/esc/construction/manuals/index.htm>.
 - Caltrans Construction Manual available at
www.dot.ca.gov/hq/construc/constmanual/
 - Caltrans Safety Manuals available at
www.dot.ca.gov/hq/opo/safety/safety_manual_toc.htm
 - Shall be proficient at a minimum in the use of Excel, MSWord, and other engineer-related computer programs and software.
 - Shall be proficient at using the iPad/tablet (mobile device) for documenting field activities.

- e. Knowledge of the welding, testing, fabrication, erection, and application of protective coatings for structural steel.
- iii. Additional skills, abilities and knowledge that may be required of selected consultant personnel shall include, but not be limited to, the following:
 - a. For projects involving structural steel painting, obtain and maintain as a minimum NACE Certified Coating Inspector – Level 1 and Level 2 or The Society for Protective Coatings (SSPC), SSPC Bridge Coating Inspector (BCI) Level 2 certification.
 - b. As needed, provide staff that have the ability to perform vibration monitoring, noise monitoring, and building inspections.
- iv. Consultant personnel shall be physically fit, able, and willing to work under the following situations:
 - a. Work in various environments (office and field construction sites), which may require standing, sitting, or climbing for prolonged periods of time. Environment at construction sites may include loud noises, dust, chemicals, extreme weather conditions and sunlight. Weather conditions may include heat up to 120 degrees, cold as low as 15 degrees, strong winds, rain, sleet, or snow.
 - b. Travel extensively, as required, by motor vehicle, crew boat, or commercial transportation.
 - c. Work in different shifts (day, night, and graveyard shifts) as required. Working days include all days including Saturdays, Sundays, and holidays.
 - d. Trained to use respirators and able to work while wearing and using them.
 - e. Shall be trained in the proper use of fall protection equipment and able to work at heights.
 - f. Shall be trained in the proper use of personal floatation devices and able to work in waterway environments and on boats and floating platforms.
 - g. Work in extended work shifts up to 12 hours per day.
 - h. Work at heights over 150 feet over water and transportation in construction elevators.
 - i. The Consultant's personnel shall keep records and document the progress of construction work as directed by the Caltrans Contract Manager.
- v. The Consultant's personnel shall keep records and document the progress of construction work as directed by the Caltrans Contract Manager.

- b) Subject to the requirements set above, the Consultant shall provide/appoint a Consultant Contract Manager responsible for all matters related to the Consultant's personnel and operations.
- c) Providing the necessary technical and safety training necessary for work associated with the construction of long-span bridges in marine environments. This includes, but is not limited to, confined spaces, deep foundations, elevated platforms and scaffolds.

F. COORDINATION

1. For each Task Order, the Consultant shall carry out instructions received from the Caltrans Contract Manager, and as directed by the Caltrans Contract Manager, may need to coordinate activities and work closely with multiple stakeholders including, but not limited to, Caltrans' various functional units, Caltrans' project managers, local agencies, various environmental groups, other state agencies, Native American tribal governments, utility companies, railroads, other agencies, other entities with an interest in the project (including, but not limited to, federal agencies), other consultants, other contractors, and planning, engineering, and construction firms (and its suppliers and subcontractors) contracted by Caltrans working on the same projects or adjacent projects.
2. In the event an instruction or direction is unclear to the Consultant, the Consultant shall ask the Caltrans Contract Manager or designee to clarify the instruction or direction prior to task order execution.
3. The work shall be accomplished in a timely fashion. Project services may have complex and overlapping schedules. Field work may be intermittent. Task Orders may be written for treatment of unanticipated finds encountered during project work.
4. The foregoing paragraph does not relieve the Consultant of professional responsibility during the performance of this Contract. In instances where the Consultant believes a better standard solution to a task being performed or an issue being addressed is possible, the Consultant shall promptly notify the Caltrans Contract Manager of these concerns, together with the supportable reasons therefore. However, Caltrans shall make all final decisions on the interpretation of the instructions, directions, work product and outputs that are described in the Task Order.
5. The Consultant shall be required to work with other Caltrans Functional Units and other agencies (including, but not limited to, FHWA, Permitting Agencies, Native American Tribes, Universities, other stakeholders, and/or as identified in the SER) as directed by the Caltrans Contract Manager.
6. The Consultant shall work closely with the Caltrans Contract Manager and the Caltrans designee identified in the Task Order.

7. The Consultant shall have the capability to send to and receive from Caltrans' digital electronic mail system and file transfer protocol system including, but not limited to, attachments for word processing, photographs, spreadsheets, and databases.
8. Caltrans shall not reimburse the Consultant for costs to relocate its personnel to the service area of this Contract. Caltrans shall not reimburse the Consultant for per diem costs, unless preapproved by the Caltrans Contract Manager. Caltrans shall not reimburse the Consultant for out-of-state travel without prior written approval from the Caltrans Contract Manager.
9. The Consultant shall obtain the Caltrans Contract Manager's approval prior to making presentations at non-Caltrans sponsored conferences or workshops for any services provided under this Contract including, but not limited to, use of data, measurements, analyses, maps, plots, charts, telemetry, draft, and final documents collected or prepared during activities conducted under the Contract.
10. The Consultant shall notify the Caltrans Contract Manager or Caltrans designee in writing a minimum one (1) week before it begins any field work, unless the Task Order specifies some other notification date.
11. Caltrans shall not incur costs beyond the funding commitments in the Contract and each Task Order. If Consultant fails to satisfactorily complete a deliverable according to the required services and associated schedule set forth in a Task Order, no payment will be made until the deliverable has been satisfactorily completed. The total amount payable by Caltrans for an individual Task Order shall not exceed the amount set forth in the Task Order.
12. The Consultant shall assist Caltrans in obtaining necessary approvals and permits for any work. The Consultant shall identify all necessary approvals and permits, prepare signature-ready permit applications, and track the status of permit applications, required for completion of the Task Order deliverables, as specified in each Task Order.

1. Ownership of Proprietary Property

- a) All deliverables, intermediate work products, and original documents including, but not limited to, original field notes, photographs, reports, documents, plans, data, data files, edits to field data, adjustment calculations, final results, drawings, specifications, estimates, studies, record search, records, books, maps, manuscripts, manuals, digital electronic software developed, databases, background information, spreadsheets, procedural scripts, macros developed, and intellectual properties, developed pursuant to this Contract:

- i. Shall be subject to the provisions of Exhibit D “Ownership of Proprietary Property” and “Ownership of Data”, and
 - ii. Shall be sent to Caltrans upon completion of each Task Order or immediately upon request by the Caltrans Contract Manager.
- b) Unless otherwise specified in the Task Order, all analytical results, plans, designs, specifications, estimates, notes, calculations, analysis, reports, graphics, drawings, visual simulations, studies, product, data, manuals, details, other documents, other items, and deliverables required under this Contract (collectively, the “Deliverables”), shall conform to the format outlined below.

2. Format for Unprotected and Modifiable Electronic File Transfers

- a) Consultant shall submit Deliverables in unprotected and modifiable digital electronic files that are fully compatible, readable, and useable by Caltrans software, as set forth in “Software Requirements” section. Deliverables shall meet the following requirements and as specified in each Task Order:
 - i. A file sharing system acceptable to Caltrans may be used to facilitate and record reviews of project documents and deliverables.
 - ii. Text-based documents shall be submitted as an Adobe Portable Document Format (“pdf”) file using Adobe Acrobat Professional version 5 or later software. The pdf file shall be inclusive of all graphics (e.g., page orientation, photographs or other images, charts, and tables) and be suitable for printing in final form.
- b) The pdf file shall:
 - i. Contain functioning bookmarks, indexes, tables of contents or other hyperlinks as required by the Task Order.
 - ii. Be configured (e.g., bookmarks, indexes, table of contents, thumbnails, annotations, signatures, and security settings) as required, or as directed by the Task Order.
 - iii. Be optimized for use by Adobe Acrobat Reader 5 or newer.
 - iv. Be compliant with Caltrans ADA document standards
- c) Text-based documents shall also be submitted in Microsoft Word format, version 2013 or later. The document shall include all graphics (e.g., photographs, image graphics, charts, and tables). Photographs shall be in “jpeg” file format. Other image graphics shall be in “gif” format unless otherwise specified.
- d) Word processing files shall be submitted in Microsoft Word format, version 2013, or format currently in use by Caltrans.

- e) All graphics (e.g., photographs or other drawings) shall be submitted separately from the pdf and Microsoft Word documents in archive-type file formats (e.g., photographs and bitmapped drawings as “tif”, Microstation drawings as “dgn”, and vector drawings as “ai”) unless otherwise specified. The intent of this section is for Consultant to provide Caltrans with a copy of each graphic in an uncompressed file format for archive purposes. Consultant may suggest alternative formats that are compatible with this goal.
- f) Spreadsheet files shall be submitted in Microsoft Excel format, version 2013, or format currently in use by Caltrans.
- g) Database files shall be submitted in Microsoft Access format, version 2013, or format currently in use by Caltrans.
- h) Consultant shall not format digital electronic files as “view only” or “read only” unless so specified in the Task Order.
- i) Schedules in Critical Path Method (CPM) software, with Primavera Project Planner (P3, P6) and SureTrak, or any updated version, as a minimum; Scheduler Analyzer Pro; and Microsoft Projects or equivalent. Consultant shall have access to use additional industry standard CPM software, used by the contractors.

3. Submittals

- a) The minimum standard of appearance, organization, and content of Deliverables shall be that of similar types produced by Caltrans and set forth in related Caltrans manuals.
- b) Deliverables shall be in accordance with prevailing industry standards and in a form acceptable to the Caltrans Contract Manager. These items shall identify the preparer, the designated reviewers, and the criteria for acceptance.
- c) Deliverables shall be prepared on Caltrans standardized forms when applicable. Consultant shall request, and Caltrans shall provide necessary forms for Consultant’s use. If there are no Caltrans standardized forms, the format and content requirements for a Deliverable shall be specified in the applicable Task Order.
- d) Consultant shall submit Deliverables in unprotected and modifiable digital electronic files in a specified digital device format (CD, DVD, and/or flash drive, or via a file sharing system acceptable to Caltrans). Appropriate documentation shall accompany each digital device indicating the contents of each file.
- e) Consultant personnel involved in preparation or review of Deliverables shall be identified in the prepared or reviewed report, including the Consultant Responsible Person’s digital electronic signature and seal when applicable.

4. Project Files

- a) Consultant will develop, maintain, update and organize all project information in accordance with the Caltrans Project Development Uniform File System methodology described in Chapter 7 of Caltrans' Project Development and Procedures Manual (PDPM). Consultant shall maintain a complete set of project development records for the Working File, and Project History File.
- b) Project data shall be available for access and review by Caltrans staff at any time and submitted to Caltrans staff by consultant according to project schedule deadlines. Consultant shall maintain a separate complete set of project files for each project included under this Contract.
- c) Consultant shall retain a copy of all documents furnished to Caltrans as described in Exhibit D, "Retention of Records".
- d) The Consultant shall maintain a separate complete set of project files for each Task Order issued by the Caltrans Contract Manager performed under this Contract. The Consultant shall maintain two (2) sets of these files. One (1) set shall be maintained on site with the Consultant and the other set shall be updated by the Consultant monthly and delivered to the Caltrans Contract Manager in coordination with the Caltrans Task Order Manager. These files shall be indexed in accordance with [Caltrans' Project Development Uniform File System](https://dot.ca.gov/-/media/dot-media/programs/design/documents/pdpm-chapter7-all.pdf) (<https://dot.ca.gov/-/media/dot-media/programs/design/documents/pdpm-chapter7-all.pdf>). These files shall be made available to the Caltrans Contract Manager during normal working hours and shall be transferred to Caltrans upon completion of work under the Task Order. If requested by the Caltrans Contract Manager, the Consultant shall provide these project files.

G. REVIEW AND ACCEPTANCE PROCESS

1. General

- a) The Caltrans Contract Manager shall have the unilateral right to monitor and review the progress and processes of the Consultant related to work performed under this Contract.
- b) The performance of the Consultant Contract Manager, key personnel, and team personnel shall be evaluated by the Caltrans Contract Manager and Caltrans Functional Manager, as needed, but no less frequently than after issuance of the first Task Order, annually, and at the expiration of the Contract. Unsatisfactory reviews of specific consultant personnel may result in Caltrans requesting that they be replaced with new personnel; the Consultant shall immediately replace personnel with individuals whose

qualifications at a minimum equal those of the personnel replaced at no additional cost to Caltrans. Evaluation includes, but not be limited to, the following:

- i. Job performance.
 - ii. Quality of Work.
 - iii. Timely submittal of reports, invoices, daily reports, and other required documents.
 - iv. Early detection of problems and timely resolutions.
 - v. Requesting timely approval for personnel changes and travel expenditure.
 - vi. Responsiveness and ability to control costs.
 - vii. DBE or DVBE Participation.
 - viii. Conflicts of interest.
- c) Poor performance and any negative evaluations may result in the request for replacement of the Consultant Contract Manager, key personnel, or any personnel; the need to replace key personnel shall reflect adversely on the Consultant's performance evaluation, and if warranted, may result in the termination of the Contract per Exhibit D, Section III, Termination of the Contract.
- d) Upon completion of each deliverable or task, the Caltrans Contract Manager and/or designee, shall either accept or reject the completed work.
- e) Consultant shall work in close liaison with the Caltrans Contract Manager. Time is of the essence. Caltrans shall exercise review and approval functions through the Caltrans Contract Manager at key points, as specified in each Task Order. Milestone reviews shall be performed with the Caltrans Contract Manager for the specific performance, products, and deliverables listed in each Task Order.

2. Reviews of Deliverables

- a) Consultant shall submit document in draft prior to scheduled date and the opportunity afforded to Caltrans to provide comments and feedback, prior to final acceptance. All reviews, validations, and approvals made prior to the final acceptance of Deliverables or Task Orders are intended only to provide interim authorizations to proceed and do not constitute final approval of the Deliverable or Task Order.
- b) Reviews by Caltrans do NOT include detailed review or checking of major components, quantitative calculations, related details, or accuracy of information. The responsibility for accuracy and completeness of such items remains solely that of the Consultant.
- c) The Caltrans Contract Manager shall address all questions which may arise as to the quality or acceptability of Deliverables furnished and work performed for this Contract.

- d) The Consultant shall prepare the required analytical results, permits estimates, notes, calculations, analysis, reports, graphics, drawings, visual simulations, studies, product, data, manuals, details, other documents, other items, and deliverables required by this Contract according to requirements of this Contract and applicable Caltrans Manuals for the work.
- e) If directed by the Caltrans Contract Manager, the Consultant shall prepare and update a comprehensive Critical Path Method (CPM) network diagram, Bar Chart Schedule, Logic Network Schedule, and/or the Caltrans Work Breakdown Structure (WBS) for each Task Order issued by the Caltrans Contract Manager showing a deliverables schedule as well as other relevant data to monitor project progress, Consultant's work control, and Caltrans review of work status, if required in the Task Order. The relevant data shall include a list of activities with budgeted cost, milestones, and target date for completion of each activity. The minimum number of task details shall be identified in the Task Order. This workplan shall be updated once a month to show the approved baseline schedule and the actual progress schedule.
- f) Caltrans shall review these documents and return them to the Consultant with notes and comments within 20 working days in order to validate the planning and cost control procedures within the first calendar month of performance period.
- g) The Consultant's timesheets shall be reviewed by the Consultant Contract Manager prior to submittal of the invoice. Pursuant to Exhibit B - "Budget Detail and Payment Provisions", Section 2 - "Compensation and Payment", Consultant shall submit monthly itemized invoices, including all supporting timesheets. Vendor receipts for Other Direct Charges, including transportation and subsistence costs, to be reimbursed shall be at actual costs incurred without any markups.

3. Acceptance of Deliverables

- a) Deliverables shall be subject to written approval and acceptance by Caltrans Contract Manager prior to payment for these items.
- b) Deliverables and tasks provided for acceptance under each Task Order shall comply with the terms, covenants and conditions of this Contract.
- c) Deliverables shall satisfy the Caltrans acceptance criteria and tests. The work product shall be complete, of neat appearance, well-organized, technically and grammatically correct, independently checked for error, checked by designated reviewers (Caltrans and Consultant Personnel), dated, and shall conform to industry standards and all applicable Caltrans, state, and federal standards, requirements, and procedures. All deliverables shall be approved by the Caltrans Contract Manager or Caltrans designee.
- d) It is expected that the Consultant shall complete and meet the agreed upon schedule for each Task Order. Failure to complete the work based on the agreed upon schedule in

the Task Order may result in termination of the Task Order or this Contract. Caltrans may have work completed in any way allowed by law, for which the Consultant shall be liable for any additional costs incurred by Caltrans to complete the work. Such costs may be deducted from amounts due to the Consultant in pending or future invoices, or if the Contract is terminated, may be recouped by any means allowed by law.

- e) It is Consultant's responsibility to notify the Caltrans Contract Manager that the work is complete and ready for review or acceptance. Work is subject to inspection and approval by the Caltrans Contract Manager or his/her designee. The Caltrans Contract Manager shall have the ultimate responsibility and authority to determine whether Consultant has satisfied its duties and obligations under the Contract, including specifically whether Consultant delivered all work product and deliverables and whether Consultant's work product and deliverables satisfied all of the applicable contract requirements (including acceptance criteria or tests).
- f) Approval of work constitutes approval for payment and not transference or termination of Consultant's responsibility to perform work in accordance with the terms of the Contract and Consultant represents and warrants that their work product and related deliverables are acceptable, and any work that needs correction shall be made at Consultant's sole cost and expense and in a timely manner. Regardless of any prior inspections and acceptances of work during the term of this Contract, all work is subject to final review and approval by the Caltrans Contract Manager or his/her designee and extends during the term of the task order to assure deliverables are consistent with the executed task order.
- g) Regardless of any prior reviews and acceptances of work during the term of this Contract, all work is subject to final review and approval by the Caltrans Contract Manager or his/her designee.
- h) Notwithstanding any other provision of this Contract, until final acceptance of a Task Order under the Contract, any acceptance or approval means approval to proceed, but it does not mean final acceptance or approval of a deliverable or task, and it does not reduce or eliminate any of Consultant's duties or responsibilities under this Contract.
- i) All reports, calculations and other applicable documents shall be prepared on Caltrans standardized forms. Necessary forms will be provided by Caltrans for Consultant's use.
- j) The Consultant personnel including Structure Representative, Assistant Structure Representative, materials testers, and plant field engineers shall daily prepare daily reports of construction operations. Consultant construction office engineers and consultant contract potential claims engineers shall prepare a brief report of daily office operations. The reports shall be prepared on Caltrans-provided forms and shall be prepared daily at the end of the day's work.

- k) Field measurements, test data, and other documents as required by Caltrans procedures shall be recorded, maintained, and submitted by the Consultant to Caltrans Structure Representative/Caltrans Resident Engineer.
- l) Written documents shall be submitted in both hardcopy or electronic copy in Caltrans approved format and shall conform to Caltrans' requirements as identified in scope of work, Section D, Standards

4. Rejection of Deliverables

- a) Pursuant to Exhibit A, Section 2, "Task Order," of the awarded Contract, Caltrans shall not pay Consultant for Consultant's work under this Contract and the charges incurred by Consultant that does not conform to the requirements specified in this Contract or that does not conform to the applicable Task Order, and such work shall be corrected at Consultant's sole expense at no additional cost to Caltrans.
- b) In the event of non-acceptance due to errors, omissions, or non-compliance with the Caltrans Standards, as revised as of the time of the Task Order, or the provisions of this Contract (including without limitation the applicable Task Order), Consultant shall remedy the errors, omissions, or non-compliance to the satisfaction of the Caltrans Contract Manager at no cost to Caltrans prior to payment. Caltrans shall withhold approval and payment until the work is satisfactorily completed and approved by the Caltrans Contract Manager. Additional cost incurred by Consultant to correct errors will not be compensated.

H. GENERAL REQUIREMENTS –EQUIPMENT AND APPURTENANCES

1. General

- a) Consultant shall provide all tools, equipment supplies, and appurtenances needed to fully complete the required Services described in the Contract, and Consultant shall not require or rely upon Caltrans to provide such tools, equipment and supplies. Notwithstanding the foregoing, Caltrans may, during the term of the Contract, allow Consultant to access selected items of equipment; provide non-employee user identification (ID) and related access to Caltrans computer systems to Consultant employees and Subconsultants; and provide non-employee access cards and other such forms of identification to Consultant employees and Subconsultants.
- b) The Consultant may claim reimbursement for providing equipment or supplies. However, such claimed costs shall be in compliance with 48 Code of Federal Regulation (CFR), Chapter 1, Part 31 (Federal Acquisition Regulation - FAR cost principles) and 2 CFR, Part 200, and be consistent with the Consultant's company-wide allocation policies and charging practices with all clients including federal government, state governments, local agencies, and private clients.

- c) The Consultant or its subconsultants shall not incorporate any materials or equipment of a single or sole source origin without the advance written approval of Caltrans.

2. Office Equipment and Supplies (Consultant's Office)

- a) The Consultant shall have and provide adequate office equipment and supplies to complete the work required by this Contract. Such equipment and supplies shall include, but not be limited to, the following:
 - i. Office Supplies.
 - ii. Computers with appropriate software, printers, plotters, fax machines, calculators, data collectors and their necessary attachments and accessories.
- b) Consultant shall possess and skillfully operate data processing systems, software packages, reference materials, or other tools, including hardware and software, used in providing transportation engineering deliverables that should include but not be limited to, the following:
 - i. Microsoft Office Software (including, but not limited to, Word, Excel, PowerPoint, Publisher, Access, Power Bi).
 - ii. Adobe Acrobat Professional version 5 or later.
 - iii. Critical Path Method (CPM) software, with Primavera Project Planner (P3, P6) and SureTrak, or any updated version, as a minimum; Scheduler Analyzer Pro; and Microsoft Project. The Consultant shall have access to additional industry standard CPM software, as used by the contractors.
 - iv. Drupal
 - v. ArcGIS Desktop and ArcGIS Pro
 - vi. Filemaker Pro version 16 or later
 - vii. PDF Accessibility Checker 4 (PAC 3) Colour Contrast Analyser
 - viii. Webex
- c) The Consultant shall provide a computer system for each person working under a Task Order that meets the Caltrans current specifications. Caltrans reserves the right to provide the computer equipment and access to computer system if such items are beneficial to Caltrans' interest.
- d) Consultant shall provide at its own expense reference material, or other tools, used in providing Deliverables.
- e) Caltrans shall not purchase any hardware, software, or other equipment (including, but not limited to, batteries, paper, and office supplies) that may be required for the Consultant to perform work required in this Contract.

- f) The Caltrans Contract Manager shall approve any Consultant's request for digital electronic connections and compatibility with current Caltrans Windows-based networks and programs in writing prior to the use and/or installation of any electronic hardware and/or software.

3. Field Equipment and Supplies:

- a) Consultant shall have and provide adequate field tools, instruments, equipment, materials, supplies, and safety equipment to complete the required services and that meet or exceed Caltrans Specifications per the Caltrans Manuals and Consultant shall not require or rely upon Caltrans to provide such tools, equipment, and supplies. If required by the Task Order, the tools, instruments, equipment, materials, supplies, and safety equipment required for each Consultant field personnel shall include, but not be limited to the following:
 - i. If applicable, sufficient vehicles suitable for the work to be performed and terrain conditions of the project sites. Vehicles shall be fully equipped with all necessary tools, instruments, equipment, materials, supplies, and safety equipment required for the efficient operation of the Consultants' field personnel. Each vehicle shall have a load carrying capacity of 1500 pounds of materials and equipment. Each vehicle shall have sufficient ground clearance to safely maneuver through highway construction sites while fully loaded with equipment and materials. Each vehicle shall have overhead flashing amber light(s), visible from all sides (360 degrees), with a driver control switch; locking toolbox; fire extinguisher; and first aid kit. Vehicles without side windows shall not be used. All vehicles shall be clearly marked as to ownership. Each vehicle shall be equipped to meet Caltrans safety requirements.
 - ii. A laptop computer and/or tablet equipped with an air card or Hotspot, appropriate software, Digital Camera, and Electronic Calculator
 - iii. Communication device: Mobile telephone, cell phone shall be compatible with the current Caltrans cellular phone system.
 - iv. Hand tools such as shovels, gloves, pick, measuring tape, buckets, wheelbarrow, heat gun, sledgehammer, concrete and asphalt thermometers, clip board, calculator, and peg book.
 - v. If applicable, all necessary safety equipment including, but not limited to, fire extinguisher, hard-soled safety footwear, white hard hats, face masks, eye protection, hearing protection, and approved safety attire as appropriate for the requested field work to be performed safely and efficiently within operating highway and construction zone environments.

- b) The Consultant shall provide all necessary tools, instruments, equipment, materials, supplies, and safety equipment required to perform the work identified in each Task Order and this Contract accurately, efficiently, and safely. The Consultant's personnel shall be fully trained in the use of such necessary tools, instruments, equipment, materials, supplies, and safety equipment. The Consultant shall not be reimbursed separately for tools of the trade, which may include, but not be limited to, the above-mentioned equipment.
- c) Consultant shall use all necessary equipment, tools, and instruments provided by Caltrans to perform the work identified in this scope of work accurately, efficiently, and safely. Consultant personnel shall use Caltrans equipment with the utmost care. Any negligent damage caused to Caltrans equipment shall be the responsibility of the Consultant.
- d) If the Inertial Profilograph is specified in the Task Order, the Consultant shall provide an Inertial Profilograph and properly certified operator. The equipment and operator shall perform in accordance with current Caltrans specifications.

4. Office Equipment and Supplies (Use of Caltrans Office)

At the sole discretion and convenience of Caltrans, the Consultant may be expected to spend time and work for extended assignments to perform on Task Order Deliverables and support functions at Caltrans offices. Caltrans may provide the office space at various Caltrans offices assigned as "home base" when required by a Task Order, including, but not limited to, all utilities, office equipment, and office supplies typically used by the Caltrans personnel to the consultant personnel providing services under this contract.

- a) Consultant and its Subconsultants shall include a Field Office Indirect Cost Rate or a Project-specific Rate, for associated allocable cost pool incurred specifically for this Contract, in its cost proposals – Attachment 2 in billing Caltrans for those personnel utilizing Caltrans' office facilities; the cost rates will reflect Consultant's lower overhead costs where Caltrans provides office space, office equipment and furniture.
- a) If Consultant or its Subconsultants, does not have a Field Office Indirect Cost Rate or a Project-specific Rate, it will develop and use a Field Office Indirect Cost Rate or a Project-specific Rate to reflect an equitable distribution of costs allocable to offsite locations to the Contract (as specified in 48 CFR 31.203(f)).
- c) When working on-site in the Caltrans Facilities, Consultant shall adjust its hours to meet the business needs of Caltrans and shall generally work and be present during Caltrans building business hours (which are 8:00 a.m. - 5:00 p.m.). The business hours can be adjusted in different Task Orders.

I. GENERAL REQUIREMENTS – STANDARDS

1. Federal, State, and Local Requirements

- a) All work/services under this Contract shall be performed in accordance with all applicable federal, state, and local statutes, laws, codes, regulations, policies, procedures, ordinances, standards, specifications, performance standards, and guidelines, including but not limited to the latest (including all updates) Caltrans regulations, policies, procedures, manuals, standards, specifications, performance standards, directives, guidelines, handbooks, guidance documents, forms, templates, policy memo, methodologies, and other informational or directive publications, including compliance with Federal Highway Administration (FHWA) and State guidelines for implementing those requirements; and any permits, licenses, Contracts or certifications that apply to specific Task Orders; the terms and conditions of this Contract; and current Caltrans Manuals and any future revisions or updates (“Manuals”).
- b) Work not covered by the “Manuals” shall be performed as specified in the Task Order. If no standards exist, Task Orders may call for the development of new standards, so long as these standards do not conflict with the requirements or amend the Scope of Work under this Contract.

2. Prevailing Wages

- a) Pursuant to Exhibit F, for all Covered prevailing wage work, Consultant shall comply with all of the applicable provisions of the California Labor Code requiring the payment of prevailing wages. Consultants Cost Proposal, Attachment 2 shall reflect the effective Department of Industrial Relations (DIR) determinations as of the RFQ date.
- b) For both CEM-2501 Fringe Benefit Statement and Consultants Cost Proposal - Attachment 2 shall accurately show the cumulative sum of all irrevocable fringe benefits including but not limited to:
 - i. Benefits contribution provided either to an independent trustee or third person pursuant to a fund, trust, or plan
 - ii. Health & Welfare
 - iii. Collective Bargain Fringe Benefits
 - iv. Vacation Fringe Benefits
 - v. Holiday pay
 - vi. Pension
 - vii. Continuous Service benefits
 - viii. Cash payments in lieu of fringe benefits
 - ix. Bonus

- x. Fixed Cost” Benefits
 - xi. Travel and or Subsistence payments
 - xii. Apprenticeship or other Training programs
 - xiii. Other purposes similar to those specified above
- c) Consultant’s invoice shall include the following non-prevailing wage services when applicable:
- i. Drive time to and from the project site to pick up a sample specimen
 - ii. Drive time to and from the project sites, repository and/or other locations as requested in the task order to pick up sample specimen
 - iii. Performing material test on specimen at a private lab
 - iv. Performing office tasks, such as, project administration in nature, executive or clerical in nature
 - v. Report writing
 - vi. Work performed in a lab which is not purchased/rented/designated specifically for the Caltrans project
 - vii. Work performed outside California
- d) CPA firm performed Indirect Cost Rate (ICR) schedule or FAR compliant ICR schedule shall include a footnote describing the A&E firm’s treatment of prevailing wage difference between the employee’s standard hourly wage versus the base wage identified in the Prevailing Wage determination and difference between the fringe benefits normally provided to the employee (as calculated by the A&E firm), calculated on an hourly basis, versus the prevailing wage fringe amount required to be paid for the employee’s role established by the DIR. Consultant must be able to prove that their accounting treatment for prevailing wage deltas is consistent, in order to be reimbursed for prevailing wage delta costs on Caltrans and local government agency and local government agency contracts. Consultant may provide evidence of their accounting treatment for prevailing wage through an overhead audit or through other documentation.

3. Caltrans Standards

- a) The standards, manuals, directives, and other guidance applicable to Services provided under the Contract are referenced below or are available on the Caltrans’ webpages linked below, and they are incorporated by this reference into this Contract with the same force and effect as though fully set forth herein. Additional standards, guidance and general requirements applicable to the project(s) may be specified in individual Task Orders or elsewhere in the Contract. The Consultant is solely responsible for obtaining, at its expense, all necessary manuals, reference documents, and other materials.
- b) Unless otherwise specified in a Task Order, the most current version of applicable standards, manuals, directives, and other procedural guidance shall apply. The

Consultant is solely responsible to verify that the latest version or update is used when applicable. Unless otherwise specified, the system of measurement and language used in all deliverables will be English (U.S. Customary Units).

- c) The standards, manuals, directives, and other guidance listed below or available on Caltrans' webpages are not exhaustive and may not include all applicable standards for a given project. Consultant shall be solely responsible for determining all applicable practices and standards to be used in performing Services. Consultant shall inform and demonstrate to Caltrans if standards, directives, or practices required by Caltrans in performance of the work are insufficient, in conflict with applicable standards, or otherwise create a problem for delivering the required services. Should the requirements of any reference, standard, manual, or policy referenced in the Contract conflict with another, Consultant shall propose a solution and request Caltrans in writing to resolve the conflict.

4. Manuals

- a) The Consultant is responsible for obtaining, at its expense, all necessary manuals, reference documents, and other materials.
- b) Caltrans Manuals generally may be purchased from the Publication Distribution Unit. The Publications staff may be reached at (916) 263-0822, and the center is located at the following address:

State of California
California Department of Transportation
Publication Distribution Unit
1900 Royal Oaks Drive
Sacramento, CA 95815-3800

- c) Manuals and documents that are not available from Caltrans' Internet web site may be requested from the Caltrans Contract Manager. The list below is not all-inclusive, but is intended to illustrate the types of reference material and sources of information. Caltrans does not guarantee the availability of publications nor its Internet web pages.

- Design Manuals –
<https://dot.ca.gov/programs/design>
 - CADD Manuals and Resources
 - Highway Design Manual (HDM)
 - Project Development Procedures Manual (PDPM)
 - Plans Preparation Manual (PPM)
 - Standard Plans and Specifications
 - Engineering Services Manuals –
<https://dot.ca.gov/programs/engineering-services/manuals>
 - Bridge Manuals

- Geotechnical Manual
- Right of Way Manual –
<https://dot.ca.gov/manuals>
- Surveys Manual –
<https://dot.ca.gov/manuals>
- Standard Environmental Reference (SER)
<https://dot.ca.gov/programs/environmental-analysis/standard-environmental-reference-ser>
- Construction Manual –
<https://dot.ca.gov/manuals>

5. Policies / Directives

- Project Delivery Directives
<https://dot.ca.gov/programs/project-delivery>
- Policy Memos related to the environmental process
<https://dot.ca.gov/programs/environmental-analysis/standard-environmental-reference-ser/policy-memos>
- Traffic Operations Policy Directives (TOPDs)
<https://dot.ca.gov/programs/traffic-operations/policy>
- Deputy Directives
 - DD-60-R2 Transportation Management Plans

6. Guidance

- Middle-Mile Broadband Initiative <https://dot.ca.gov/programs/design/middle-mile-broadband-initiative>
- Broadband Facilities on the State Highway Right of Way
<https://dot.ca.gov/programs/design/wired-broadband>
- CADD Consultant Resource Files and Guidance
<https://misc-external.dot.ca.gov/cadd/index.htm>
- Cost Estimating Guidance Document
<https://dot.ca.gov/programs/design/cost-estimating-improvements>

- Design Information Bulletins (DIBs) and Design Memoranda
<http://www.dot.ca.gov/programs/design>
- Stormwater Quality Control – Project Planning and Design Guide
<https://dot.ca.gov/-/media/dot-media/programs/design/documents/f0005755-final-ppdgjuly-2017-rev4292019a11y2.pdf>
- Construction Contract Development Guide (replaced RTL guide)
https://ppmoe.dot.ca.gov/des/oe/docs/CCD-Guide_ADA.pdf
- Transportation Management Plan (TMP) Guidelines
<https://dot.ca.gov/programs/traffic-operations/tmp>
- Department Index of California Test Methods
(<http://www.dot.ca.gov/hq/esc/ctms/index.html>)
- Department Standard Specifications
(<http://www.dot.ca.gov/hq/esc/oe/conststand.html>)
- Standard Plans

J. GENERAL MATERIALS and ORIENTATION PROVIDED BY CALTRANS

1. General Materials

- a) Materials (if deemed applicable, necessary, and when available from Caltrans) that may be furnished or made available by Caltrans and were listed in the individual Task Orders and this Contract, are for Consultant's use only and shall be returned to Caltrans in their original condition by the end of the Contract. Consultant shall use the materials in the execution of the specific work described in the Task Order. These materials may include, but not be limited to, the following:
 - i. Available background or reference information for each Task Order
 - ii. Caltrans standardized forms
 - iii. All available information in possession of the Department pertaining to utility companies whose facilities may be affected by the proposed work
 - iv. All pertinent correspondence and investigations
 - v. Existing as-built construction plans
 - vi. Digital Electronic templates of Task Order formats.
 - vii. All pertinent correspondence and investigations.
- b) If applicable, appropriate background information, site topographic maps, as-built drawings, blank Caltrans plan sheet overlays, digital electronic seed files, cell libraries, lane closure request forms, right-of-way alignments and survey limits, preliminary

utility location maps, areas where focused studies are needed, Construction Contract Documents, and Shop Drawings, as available, may be provided for each Task Order.

2. Permits to Enter Property (“Permit to Enter”)

- a) The Consultant is responsible for notifying the property owner 48 hours in advance of entering the property, unless otherwise specified in the Permit to Enter. The Consultant shall not perform work on property outside of the Caltrans Right-of-Way until Caltrans has obtained an entry permit from the property owner. The Consultant shall notify the Caltrans Contract Manager within 48 hours if permission has been denied.
- b) Caltrans shall provide Permits to Enter for private property access. The Consultant shall notify Caltrans, in writing, sufficiently in advance of its need to enter upon private property or facility to perform work. The Consultant’s notice shall specify the date, purpose, duration, location, and the time of day of the Consultant’s activities. The Consultant personnel shall carry the Permits to Enter on their person while performing work outside the Caltrans Right-of-Way.
- c) No work shall be performed by the Consultant outside the Caltrans Right-of-Way without Permits to Enter. The Consultant shall comply with all conditions imposed by the Caltrans Contract Manager and requirements set forth in the Permit to Enter. The Consultant shall be responsible for any damages that consultant did to owner property at Consultant’s own expense.
- d) For Contract work on Caltrans’ Right-of-Way, an executed Task Order constitutes the Consultant’s “Encroachment Permit.” The Consultant (prime as well as any Subconsultants) shall carry a copy of the fully executed contract along with the pertinent Task Order(s) at all times while conducting work for Caltrans within Caltrans’ Right-of-Way.
- e) When performing work within Railroad Company property, the Consultant is required to obtain sufficient and/or adequate insurance coverage that shall comply with the Railroad Company’s requirements when performing work within their jurisdiction. The Consultant agrees to provide the amount of insurance and types of coverage required by the Railroad Company before commencing on Task Order, which may be above and beyond that required by Caltrans.

3. Orientation

- a) Caltrans may provide orientation regarding the requirements for this Contract and each Task Order as deemed necessary by Caltrans. The orientation may consist of a description of Caltrans procedures, practices, and requirements for the specific work to be performed and sharing of project related files and notes. However, if the orientation instructions conflict with the contract or Task Order requirements, the Contract and the executed Task Order shall prevail over any descriptions provided.

- b) Pursuant to Exhibit C – “General Terms and Conditions”, Consultant’s warranties and indemnities hereunder cover errors and omissions in the Task Order materials or orientation even though they may be related to errors and omissions in preliminary information supplied by Caltrans.

K. CONFLICT OF INTEREST

1. General Requirements

- a) All Structure Construction Inspection support services provided by the Consultant and Deliverables produced by the Consultant shall be free of any conflict of interest and shall be subject to the approval and acceptance of the Caltrans Contract Manager. The Consultant shall inform the Caltrans Contract Manager of any ‘perceived’ conflict of interest as soon as discovered.
- b) In the event of non-acceptance due to discovery of conflict of interest, the Consultant shall provide replacement deliverables free of any conflict of interest as a prerequisite for receipt of payment and at no additional cost to Caltrans. In the event the Consultant is unable to provide replacement Deliverables, the Consultant shall not receive compensation for the Deliverables containing the conflict of interest. If work is later determined to contain a conflict of interest, either the Consultant shall reimburse Caltrans for any amount paid for the conflicted work or Caltrans may deduct that payment from any current or future amounts owed to the Consultant. Failure by the Consultant to disclose any conflict of interest to the Caltrans Contract Manager is grounds for termination of the contract for default pursuant to Exhibit D, Section III, Termination, of the awarded contract.
- c) The Consultant, its Subconsultants and their subsidiaries thereof who may provide, has provided, or is currently providing Structure Construction Inspection support services on any Caltrans project services listed in this Scope of Work, must disclose the contractual relationship, the dates and the nature of the services (either actually provided or potentially to be provided under the contract(s)).
- d) The Consultant, its Subconsultants and their subsidiaries are required to disclose in the SOQ and throughout the term of the awarded contract any Structure Construction Inspection services provided to Caltrans and all consultant clients which either actually provided or potentially to be provided under that contract(s) on the project services listed in this SOW.
- e) Failure by the Consultant to notify the Caltrans Contract Manager is grounds for termination of the contract for default pursuant to Exhibit D, Section III, Termination, of the awarded Contract. The Consultant and its Subconsultants have not, currently do not, and will not provide Structure Construction Inspection services including project

management services and claim services on the same Caltrans project services identified in this SOW.

- f) Former Caltrans employees, including former retired annuitants, designated in a Conflict of Interest Code are subject to post employment restrictions under Government Code Section 87406. Information regarding post-employment ban as stated in Government Codes is found at the California Fair Political Practices Commission website: <http://www.fppc.ca.gov/>.
- g) Throughout the terms of the Contract, the Consultant and its Subconsultants shall disclose and briefly describe any financial, business or other relationship with Caltrans, governmental agencies (e.g. California Transportation Commission - CTC, Bay Area Toll Authority - BATA, Metropolitan Transportation Commission - MTC, and other) that relates to or concerns the Caltrans (e.g. San Francisco Bay Bridge corridor, and other) contracts and projects which may have a potential conflict of interest with the Contract, in the Statement of Qualifications.
- h) Consultant's duties and services under this Contract shall not include preparing or assisting the public entity with any portion of the public entity's preparation of a request for proposals, request for qualifications, or any other solicitation regarding a subsequent or additional contract with the public entity. The public entity entering this Contract shall at all times retain responsibility for public contracting, including with respect to any subsequent phase of this project. Consultant's participation in the planning, discussions, or drawing of project plans or specifications shall be limited to conceptual, preliminary, or initial plans or specifications. Consultant shall cooperate with the public entity to assure that all bidders for a subsequent contract on any subsequent phase of this project have access to the same information, including all conceptual, preliminary, or initial plans or specifications prepared by contractor pursuant to this Contract.

2. Conflict of Interest Examples

- a) Both preparing and reviewing the same technical Structure Construction Inspection support services work on the same project for Caltrans or others.
- b) Prospective consultants having financial, business, or other relationship with the transportation partners that may have an undue advantage of obtaining policy and guidance prior to the release to the general public which may impact transportation decisions and project alternatives. Prospective consultants shall also list current clients who may have a financial interest in the outcome of the Contract.
- c) If project or policy work requirements developed for Structure Construction Inspection Services under the Contract unduly bias outcomes for financial benefits.

- d) Develop regulations, policy, or procedures that give Consultant financial benefits towards the sales, products, or equipment.
- e) The above conflict of interest scenario is only an example of possible conflicts of interest for the services provided under the Contract, but is not intended to describe all circumstances for potential or actual conflicts.