



STATE OF CALIFORNIA
DEPARTMENT OF TRANSPORTATION

REQUEST FOR QUALIFICATIONS NOTICE

NUMBER 75A0498

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

- **On 2/26/19, Section I, General Information, Paragraph F, regarding fee and escalation was revised.**
- **On 10/2/18, Section I, General Information, Paragraph E, regarding financial documents was revised.**

Note: Questions concerning this Request for Qualifications (RFQ) must be submitted in writing to the attention of Jennifer Noakes at jennifer.noakes@dot.ca.gov. Questions must be received no later than ten (10) calendar days after RFQ advertisement. Consultants contacting the District or Division directly seeking information about this RFQ will be disqualified from consideration in the selection process.

As required by Executive Order S-02-06, Caltrans is committed to meeting the State's 25 percent Small Business (SB) participation goal. Certified SBs, Microbusinesses (MB), and consultants willing to commit to subcontracting a minimum of 25 percent of the contract amount to certified SBs or MBs are encouraged to submit Statements of Qualifications. Section I. H. has the specific goals established for this RFQ.

The Disabled Veteran Business Enterprise (DVBE) Participation Program applies and a five percent (5%) goal is required for this RFQ. See section I. H. in this RFQ for requirements.

I. GENERAL INFORMATION

- A. Caltrans is soliciting Statements of Qualifications (SOQs) from qualified firms that may lead to the award of a contract for On-Call Engineering and Technical Consulting services. In submitting your Statement of Qualifications (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 \$24,800,000 - \$40,300,000.
- C. The estimated contract term is five (5) years.
- D. Interviews will be held in Sacramento, CA on April 17, 2019. 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 at: <http://www.dot.ca.gov/dpac/viewaeinfo.html>. The most highly qualified consulting firm will be notified of their selection and receive instructions for the electronic submission 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 in Sacramento, CA during the week of April 22, 2019. The fee for profit shall be ten-point six percent (10.6%), and the escalation shall be as follows:

Period	Escalation
03/05/2019 - 03/04/2020	0%
03/05/2020 - 03/04/2021	1.5%
03/05/2021 - 03/04/2022	3.0%
03/05/2022 - 03/04/2023	3.0%
03/05/2023 – 06/30/2024	3.0%

Notes:

1. Partial year will only occur on the last year of the contract term. All other periods are full years.
 2. 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 April 28, 2019.
- H. A Disabled Veteran Business Enterprise (DVBE) Participation Goal of five percent (5%) is required for the contract. As of July 28, 2009, the Good Faith Effort (GFE) is no longer an option to meet the DVBE participation goal, pursuant to Assembly Bill 21 of the Fourth Extraordinary Session (AB4X 21). A Small Business Participation Goal of twenty-five percent (25%) is also highly recommended.
- 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., H. regarding the California Department of Industrial Relations (DIR) Consultant/Contractor Registration Program <http://www.dot.ca.gov/dpac/viewaeinfo.html>
- 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 at <http://www.dot.ca.gov/dpac/viewaeinfo.html>

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 exists, 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 Caltrans website at <http://www.dot.ca.gov/dpac/viewaeinfo.html>. 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 team 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 at <http://www.dot.ca.gov/dpac/viewaeinfo.html>. The State and Federal contract boilerplates on DPAC's website also contain information on conflict of interest issues (Exhibit D) and can be found at <http://www.dot.ca.gov/dpac/viewaeinfo.html>
- 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 <http://www.dot.ca.gov/dpac/procuringaecontracts.html>. 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 SOQ packages to two (2) Sacramento locations (see items 1 and 3 below for required number of copies), as well as an electronic file to Sacramento. See paragraph B.5.

1. One (1) copy of the SOQ containing all the indicated information shall be submitted. Fax copies will not be allowed. SOQs will be accepted until **3:00 p.m. on April 3, 2019**, and must be directed to:

State of California
Department of Transportation
Administration
Division of Procurement and Contracts, MS 65
1727 30th Street
Sacramento, CA 95816-7006
Attention: Jennifer Noakes
Telephone: 916-227-3216

2. If your SOQ package is hand-delivered, you must date and time stamp it immediately upon arrival. The date/time stamp machine is located in the lobby of the first floor to the right of the security guard station at the address noted above. Date/stamp one label for each SOQ package/box submitted. Ask the security guard to call the Division of Procurement and Contracts’ reception desk at (916) 227-6000 to have your SOQ package picked up by Contracts’ staff.
3. In addition, five (5) copies of the SOQ containing all indicated information shall be submitted to Sacramento HQ. FAX copies will not be allowed. SOQs will be accepted until **3:00 p.m. on April 3, 2019**, and must be directed to:

State of California
Department of Transportation
Division of Rail and Mass Transportation/ MS-74
1120 N Street
Sacramento, CA 95814
Attention: Debbie DuVall
Telephone: 916-653-8809

4. The SOQs must be submitted in a sealed package labeled as follows:
 - RFQ Number 75A0498
 - Submittal deadline: **3:00 p.m. on April 3, 2019**
 - “DO NOT OPEN”
5. In addition to the six (6) copies of the SOQ requested in this section IV “Submission of Statements of Qualifications,” 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 **3:00 p.m. on April 3, 2019**.

You will be required to create a Novell Filr account with Caltrans. Send an email message to the Contract Analyst, Jennifer Noakes, at jennifer.noakes@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 an 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

6. SOQ submittals will be considered non-responsive if all copies, including electronic submittal, are not received in the specified locations by the date and time specified in this RFQ.

C. Request for RFQ Copies

Copies of this RFQ may be obtained at
<https://caleprocure.ca.gov/pages/index.aspx>

SCOPE OF WORK/DELIVERABLES

Technical and Engineering Support Services For Caltrans, Division of Rail and Mass Transportation, District 75 On-Call Contract

A. Division of Rail and Mass Transportation Overview

The California Department of Transportation (Caltrans), Division of Rail and Mass Transportation (DRMT), administers and manages State and Federal transit and rail grant programs that provide funding for operating assistance, capital improvements, and equipment to California's public transportation agencies. Offices within the DRMT are responsible for the following:

- Planning and developing intercity rail capital projects and highway/railroad crossing improvements.
- Developing the [California State Rail Plan](#) and the [Statewide Transit Strategic Plan](#) to strategically plan, support, and coordinate California's passenger rail and mass transportation system.
- Coordinating and planning California's rail, transit, and high-speed rail network integration efforts.

In addition to providing funding, planning, coordination, budgeting, and administrative support, the DRMT develops, procures, and manages State-owned rail equipment and facilities for the three state-supported intercity passenger rail routes in California administered by their respective Joint Powers Authorities.

Caltrans works in conjunction with Amtrak and the Capitol Corridor Joint Powers Authority (CCJPA) for management of the rolling stock. Amtrak operates all three corridors, with operating funding provided by Caltrans. The Los Angeles-San Diego-San Luis Obispo Joint Powers Authority (LOSSAN) administers the *Pacific Surfliner* corridor, the San Joaquin Joint Powers Authority (SJJPA) administers the *San Joaquin* corridors, while the Capitol Corridor Joint Powers Authority (CCJPA) administers the *Capitol Corridor*.

B. Background on Existing State-Owned Fleet

Caltrans fleet includes 66 *California Cars*, 22 *Surfliner (California II) Cars*, and 22 Charger locomotives.

This rolling stock requires ongoing preventative maintenance, overhaul, repair, and modifications to meet reliability and availability requirements and to enhance the equipment's suitability for passengers.

C. Background on Railcar Procurement

Caltrans is in the process of acquiring passenger rail rolling stock consisting of 49 single-level cars for use on the three State-supported routes. Caltrans received \$168 million in federal High-Speed Intercity Passenger Rail (HSIPR) and American Recovery and Reinvestment Act of 2009 (ARRA) grants for new equipment matched with Prop 1B funds of \$42 million.

The equipment to be purchased will be designed and built using specifications approved by the Passenger Rail Investment and Improvement Act of 2008 (PRIIA) 305 Next-Generation Equipment Committee (NGEC). Caltrans' Division of Rail and Mass Transportation and more than 150 representatives from other States, Amtrak, the Federal Railroad Administration (FRA), car builders, Consultants, and major sub-system suppliers developed the PRIIA 305 NGEC specifications collaboratively. The new cars will incorporate numerous design improvements and innovations, making the State's rail passenger service more efficient, cost-effective and attractive to passengers. Besides conforming to State law, the procurement also will conform to the 'Buy America' requirements of 49 United States Code, Title 49, Chapter 244, Section 24405(a) as mandated by PRIIA.

D. Background on Paratransit Vehicles

The Federal Grants Procurement Management Branch of the DRMT is the designated recipient of federal funds from the Federal Transit Administration (FTA) in four grant programs: Section 5310 (Enhanced Mobility for Seniors and Individuals with Disabilities); Section 5311 (Formula Grants for Rural Areas); and Section 5339 (Bus and Bus Facilities Infrastructure Investment). Caltrans DRMT receives approximately 46 million dollars annually to support public transportation and the transportation needs of seniors and individuals with disabilities in California. Caltrans DRMT has a fiduciary responsibility for the administration and management of these funds in accordance with State and federal laws, statutes, and regulations. Failure to adhere to all federal requirements in the management of these grant programs may result in the reduction or elimination of federal assistance for California.

In addition to management of the FTA grant programs for program compliance Caltrans DRMT is responsible for the oversight of procurement actions taken by sub grantees (subrecipient). A critical element of procurement management is the purchase of wheelchair accessible vehicles for subrecipient in the FTA Section 5310 program. In 2015 Caltrans DRMT and the Department of General Services worked together and awarded statewide price schedules for various types of light and medium duty paratransit vehicles. Federally funded rolling stock purchases require compliance with meeting 49 U.S.C. §5323(j) and 49 C.F.R. Part 661, which provide that Federal funds may not be obligated unless steel, iron, and manufactured products used in FTA-funded projects are produced in the United States and include final assembly in the United States.

E. Background on Rail Planning/Operations

Rail Planning/Operations is responsible for undertaking strategic planning for statewide passenger rail (high-speed, intercity and commuter) and freight rail systems responding to state and federal requirements. The primary vehicle for this planning is the California State Rail Plan, which establishes a long-range vision for prioritizing state investment in rail infrastructure. Rail Planning/Operations also works in cooperation with other transportation agencies to develop network integration plans for high-speed and conventional rail systems, taking into consideration freight issues.

Activities are coordinated with other planning functions and exercises to ensure that rail planning is well integrated into Caltrans planning functions. This includes coordination with the California Transportation Plan (CTP) and its policy framework for the state transportation system, the Interregional Transportation Strategic Plan (ITSP) that defines the state's interregional travel corridors, the California Freight Mobility Plan that prioritizes freight projects for funding, the Sustainable Freight Action Plan that coordinates state agency actions to improve the freight network, and regional plans that include rail improvements.

F. Purpose of Work

The Consultant shall perform consultation, research, professional and technical services required for new rolling stock procurement and heavy overhaul and maintenance support for the existing fleet, on an "as-needed" basis for Caltrans, Division of Rail and Mass Transportation, District 75. The Caltrans Contract Manager shall assign specific work to the Consultant through the issuance of Task Orders.

The Consultant shall only perform work that is assigned in an authorized Task Order.

Caltrans may require extensive 24/7 service from the Consultant.

G. Location of Work

The work shall be performed on projects throughout all counties in California. Some work will be performed at Amtrak rail maintenance facilities in Oakland and Los Angeles, California and at other locations as necessary. The Consultant's staff may be expected to travel to facilities in the U.S., Canada, and overseas, where rail equipment contractors, suppliers, and Consultants are located and shall be capable of performing work at U.S. and international locations if needed. Consultants will be informed on a case-by-case basis on where work will be performed.

All work will be performed in accordance with Local, State and Federal law; FRA requirements; and current Caltrans manuals and policies. Work not covered by Caltrans published practices shall be performed in accordance with generally accepted industry standards. Additional standards for specific tasks may be included in the Task Order. Such standards shall supplement the standards specified herein.

H. Required Services

1. Pursuant to an authorized Task Order, the Consultant shall provide services within the geographical jurisdiction of the Contract set forth in “Location of Work” Section. All necessary personnel, material, transportation, lodging, instrumentation, specialized facilities, and equipment is necessary to satisfy all appropriate agencies and is required to ensure 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.

For procurement support, the Consultant shall provide expert technical advice, technical specification development, project management, correspondence management, inspection and test witnessing support, engineering support, materials/laboratory testing support, database development, and warranty administration support.

For support of the existing fleet, the Consultant shall provide expert technical advice, technical specification development, project management, inspection support, engineering support, and warranty administration support for the maintenance, scheduled heavy overhaul, equipment modifications, and repairs.

For all tasks, the selected Consultant will advise Caltrans staff on the value, validity, quality and/or cost/benefit of proposed capital improvement projects, work in progress, and/or completed work, as requested by the Caltrans Contract Manager.

The Consultant must provide reliable and accurate responses in short timeframes to assist Caltrans staff in the rail equipment decision-making process.

2. Provided in Section 3 below is a list of proposed Caltrans projects for the Division of Rail and Mass Transportation, District 75; 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 this Contract set forth in “Location of Work” Section within the Division of Rail and Mass Transportation, District 75’s jurisdiction.

Caltrans intends to utilize this Contract to complete a specific piece of work as long as it is located within the geographical jurisdiction of this Contract set forth in the “Location of Work” for each of the projects listed in this 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 listed in this Contract and includes part of the work contained in this 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 this Contract set forth in “Location of Work” Section) involving in whole or in part the same work using a project-specific agreement if the schedule to complete performance of the

specific project extends beyond the term of this 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.

Should a project-specific agreement be procured under these provisions, the parties mutually agree that, in accordance with Exhibit D, Section III, Termination of this Contract, Caltrans shall terminate for convenience the portion of the Contract that includes the common scope of work identified in the project-specific agreement per Exhibit D, Section III, Termination of this Contract. Such partial termination for convenience shall be processed by amendment to this Contract. Unless otherwise required by law, regulation, or Caltrans policy or procedure, the Consultant may compete for these project-specific Contracts.

3. The projects that Caltrans, Division of Rail and Mass Transportation, District 75, plans to work on under this Contract are as follows:

Rolling Stock Equipment/Procurement:

- Rail Passenger Cars Support Services
- Maintenance Oversight Existing Fleet Support
- Locomotive Support Services
- HVAC Flooring Modification Support
- On Board Information System (OBIS) Support
- California Café Car Galley Refurbishment Support
- HVAC Car Side Conversion & Unit Overhaul Support Services
- Warranty Database & Performance System (WDPS) Training Warranty Support
- Wi-Fi & Digital Trainline Support
- Fleet Deployment Planning Support
- Positive Train Control Support
- Business process and improvements facilitation
- Technical Specifications
- Branding/Marketing for a statewide system
- Technology/Innovation Specialist

Rolling Stock Maintenance Facility:

- Railway Engineering Services (design, construction and operation of all types of rail transport systems)
- Rail Layover & Maintenance Facility planning, design, and construction management Services
- Civil Engineering Services (Site/Grading, Geotechnical, & Storm Water) design

- Structural Engineering Services (Foundation & Building) design
- Mechanical and Electrical Engineering Services (pertinent to buildings and maintenance facilities)
- Architectural Design Services (state-of-art building & facility design and layout)
- Land Use Planning Services (assessment of best/most feasible locations for future facilities)

Paratransit Vehicle Inspection:

- Pre-award and post-delivery audit certification
- Vehicle compliance inspection
- Development of state paratransit vehicle contract

Rail Planning/Operations:

- Modeling Support Services (railroad infrastructure modeling, modeling analysis, etc.)
- Highway/Rail Grade Crossing Technical Support/Administration and Management Representative for Railroad Projects/Other Services (organize and conduct grade crossing diagnostics and provide administration and management representation for railroad projects)
- Corridor Schematics Mapping (prepare schematics mapping for potential railroad projects)
- Railroad Engineering Services
- Preliminary, Assessment, and Environmental Documents completion
- Plans, Specifications, and Estimates completion
- Ridership and Revenue Modeling, Analysis, and Support
- Capital Cost Estimates
- Statewide Working Group for integrated ticketing
- Marketing, Outreach, Branding support
- Freight forecasting and analysis
- Intercity bus planning
- Climate change advice
- Tool development
- Training support
- Secure planning
- Vinato service planning tool
- Fleet planning
- Facility planning and design
- Electrification
- Meeting/workshop planning and facility support for western states partnership and best practices Northern California mega regional
- Station/urban interface
- Station area design

- First and last mile
 - Urban development
 - Station design/coordination trackside elements
 - Street side
 - Financial analysis/Cost benefit analysis
 - Public, Private, Partnership (P3)
 - Life cycle cost analysis
 - Changing stations
4. 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 provide technical expertise on an "as-needed" basis.
5. Maintaining a stable work force is essential to the successful completion of Caltrans, Division of Rail and Mass Transportation, District 75, work.
6. The Consultant may be expected to spend time for extended assignments to perform support functions at Caltrans offices. Caltrans may provide the office space at various Caltrans (field) offices, such as trailers, assigned as "home base", when required by 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. The Consultant, including its Subconsultants, shall include the Field Office Indirect Cost Rate in its cost proposals and use the Field Office Indirect Cost Rate in billing Caltrans for those personnel utilizing Caltrans' (field) office facilities. If the Consultant, including its Subconsultants, does not currently have a Field Office Indirect Cost Rate, it will develop and use a Field Office Indirect Cost Rate to reflect an equitable distribution of allowable costs to the contract (as specified in 48 CFR 31.203(f)).

I. Required Skills, Knowledge, and Resources

The Consultant's personnel must have knowledge of and experience with passenger railcars, locomotives and their systems, operations, components, maintenance and overhaul including but not limited to:

- Technical specification development and analysis.
- Assistance with preparation of procurement and contract documents.
- Assistance with review and analysis of proposals.
- Engineering evaluation of proposed equipment design including drawings, schematics, specifications, and analysis.
- Analysis and verification of vehicle structure, crash energy management, carshell design and finite element analyses, and material performance testing.

- Review of test plans, supporting documents, manuals, correspondence, quality assurance plans and other submittals.
- Critical path method schedule analyses.
- Audit of contractor and subcontractors for production process, quality control and capability of meeting project delivery requirements.
- Project correspondence and documentation, development and maintenance of document control databases, and other project management support.
- Support for production inspection, including:
 - Design review
 - First article inspections
 - In-process inspection
 - Test verification and witnessing
 - Acceptance
 - Warranty administration, fleet performance monitoring, and fleet field modifications
 - Training materials management oversight and post-delivery support
- Submittal of invoices and contract deliverables.
- Status reporting on project progress.
- Rail passenger operations, running and heavy maintenance cycles, and overhaul.
- On-board passenger information and remote monitoring systems including compatibility with global positioning system (GPS), wayside, and station-based systems.
- Current and proposed industry standards for operations, systems, components and practices.
- Current and proposed federal regulations and recommended practices for rail equipment and operations.
- The development, design, construction, and efficient operation of passenger rail maintenance facilities.
- Accident repair inspection and acceptance.
- Development and review of vehicle repair, overhaul, modification, and rebuild specifications.
- Vehicle procurement and contract development for car and locomotive rebuild repair, overhaul and modification projects.
- Vehicle design, engineering, and materials.
- Contractor performance and production quality evaluation.
- Performance, acceptance, and materials testing including weld certification.
- Vehicle production and rebuild inspection processes.
- Quality control processes and procedures.
- Post-delivery support including warranty administration, field modification review, fleet wide defect tracking, manual updates, and vehicle history book updates.
- Coordination with multi-jurisdictional rail equipment procurements.
- Railroad infrastructure modeling, modeling analysis, etc.

- Organizing and conducting grade crossing diagnostics.
- Schematics mapping.

J. Assignment of Work/Task Orders

After a project to be performed under this contract is identified by Caltrans, the Caltrans Contract Manager will prepare a draft Task Order. The draft Task Order will identify the scope of services, expected results, project deliverables, period of performance, project schedule, and will designate a Caltrans project coordinator.

The Consultant shall return the draft Task Order to the Caltrans Contract Manager within three (3) calendar days unless the time frame is extended by the Caltrans Contract Manager. The draft Task Order returned to Caltrans will contain a cost estimate including a written estimate of the number of hours per staff person, any anticipated reimbursable expenses, and total dollar amount. The Consultant agrees that each cost estimate shall be the product of a good faith effort exercise of engineering judgment. After agreement has been reached on the negotiable items, both Caltrans and the Consultant shall sign the finalized Task Order.

K. Task Orders

Caltrans Contract Manager will assign specific tasks to the Consultant through the issuance of written Task Orders.

L. Workplan Standards Guide Codes

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 <http://www.dot.ca.gov/hq/projmgmt/guidance.htm>. The WSG references the Work Breakdown Structure (WBS) categories, which are potential and related work activities applicable to this Contract. 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 this Contract.

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

WBS Code	WBS Description
100.10	Project Management – PA&ED Component
100.15	Project Management – PS&E Component
100.20	Project Management – Construction Component
160.05	Updated Project Information
160.10	Engineering Studies
185.00	Prepare Base Maps and Plan Sheets

260.00	Bid Documents Ready to List
270.22	Contract Administration
270.33	Construction Inspection
270.44	Control of Materials
290.00	Resolve Contract Claims
295.15	As-Built Plans

M. Schedule of Performance

Services and deliverables identified in a Task Order will be completed and delivered as specified in the Task Order.

N. General Personnel Requirements

1. The Consultant's personnel shall be capable, competent, and experienced in performing the types of work in this Contract 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.
2. The Consultant is required to submit a written request and obtain the Caltrans Contract Manager's prior written approval for any substitutions, additions, alterations, or modifications to the Consultant's originally proposed personnel and project organization, as depicted on the proposed Consultant's Organization Chart or the Consultant's cost proposals. The substitute personnel shall have the same job classification, as set forth herein or in the Consultant's Cost Proposal, Attachment 2, 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. The substitute personnel shall have significant experience in the work involving a similar transportation facility for at a minimum two (2) previous projects, unless otherwise approved by the Caltrans Contract Manager.
3. In responding to Caltrans' Task Order and in consultation with the Caltrans Contract Manager, the Consultant Contract Manager shall identify the specific individuals 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.
4. The Consultant's personnel shall typically be assigned to and remain on specific Caltrans projects/deliverables until completion and acceptance of the project/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.

5. After the Caltrans Contract Manager's approval of the Consultant's personnel proposal and finalization of a Task Order, the Consultant may not add or substitute personnel without the Caltrans Contract Manager's prior written approval.
6. Resumes containing the qualifications and experience of the Consultant's and Subconsultant's personnel, which include existing, additional, and substitute personnel, and copies of their minimum required certifications, shall be submitted to the 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 Contract Manager within one (1) week of receiving the request.
7. The Caltrans Contract Manager may interview the Consultant's personnel for the qualifications and experience. The 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 Contract Manager within one (1) week of receiving the request.
8. The Caltrans Contract Manager 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 Contract Manager may reject any Consultant personnel determined by the Caltrans Contract Manager to lack the minimum qualifications. If at any time the level of performance is below expectations, the Caltrans Contract Manager may direct the Consultant to immediately remove Consultant personnel from the project specified in a Task Order and request another qualified person be assigned as needed. The substitute 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. Substitute 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.
9. The Consultant shall not remove or replace any existing personnel assigned to Task Orders without the prior written consent of the Caltrans Contract Manager. The removal or replacement of personnel without the written approval from the Caltrans Contract Manager shall be violation of the Contract and may result in termination of the Contract per Exhibit D, Section III, Termination of the Contract.
10. When assigned consultant personnel is on approved leave and required by the Caltrans Contract Manager, the Consultant Contract Manager shall provide a substitute employee until the assigned employee returns to work from the approved leave. The substitute personnel shall have the same job classification, as set forth herein or in the Consultant's Cost Proposal, Attachment 2, 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. Substitute personnel shall receive prior written approval from the Caltrans Contract Manager to work on this Contract.

11. Other project personnel not identified on the Consultant's cost proposal, including, but not limited to, field and laboratory technicians, 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.
12. 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 Caltrans personnel shall not be provided by the Consultant under this Contract.
13. In locations where the Consultant personnel is expected to work for extended periods of time, the Consultant shall either relocate the personnel or make every effort to hire local persons.
14. The Consultant will, throughout the life of the contract, retain within its firm, or through subconsultants, a staff of people qualified to perform all aspects of the required work described in this Contract and all work specified in a Task Order.

The Consultant's personnel will be capable, competent, and experienced in performing the types of work in this Agreement with minimal instructions.

15. Consultant's Contract Manager.

The Consultant's Contract Manager shall coordinate work-related matters and Consultant's operations under this Contract with the Caltrans Contract Manager.

The Consultant's Contract Manager shall have a minimum of five (5) years of responsible experience performing the duties as a Contract Manager for similar service contracts. The Consultant's Contract Manager shall be knowledgeable about all Caltrans policies and procedures. The Consultant's Contract Manager is preferred to be an employee of the prime Consultant.

The Consultant's Contract Manager will be a registered Engineer licensed in any state within the United States and have a minimum of ten (10) years of experience working on passenger rail equipment.

In addition to other specified responsibilities, the Consultant's Contract Manager will be responsible for all matters related to the Consultant's personnel, Subconsultants, service work, and Consultant's and Subconsultants' operations including, but not limited to, the following:

- a. 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.
- b. Supervising, reviewing, monitoring, training, and directing the Consultant's and Sub-Consultants' personnel.
- c. Assigning qualified personnel to complete the required Task Order work as specified on an "as-needed" basis in coordination with the Caltrans Contract Manager.
- d. Administering personnel actions for Consultant personnel and ensuring appropriate actions taken for Subconsultant personnel.
- e. Maintaining and submitting organized project files for record tracking and auditing.
- f. Developing, organizing, facilitating, and attending scheduled coordination meetings, and preparation and distribution of meeting minutes.
- g. Implementing and maintaining quality control procedures to manage conflicts, insure product accuracy, and identify critical reviews and milestones.
- h. Assuring that all applicable safety measures are in place.
- i. Providing invoices in a timely manner and providing monthly Contract expenditures.
- j. Reviewing invoices for accuracy and completion before billing to Caltrans.
- k. Managing Subconsultants.
- l. Managing overall budget for Contract and provide report to the Caltrans Contract Manager.
- m. Monitoring and maintaining required DBE or DVBE involvement.
- n. Ensuring compliance with the provisions in this Agreement and all specific Task Order requirements.
- o. Providing accurate invoices in a timely manner, as well as, monthly expenditure reports as required by Federal reporting requirements.

16. Consultant Task Order Manager.

For each Task Order, the Consultant shall provide a Consultant Task Order Manager to coordinate the Consultant Task Order operations with the Caltrans Contract Manager in coordination with the Caltrans Task Order Manager.

The Consultant Task Order Manager shall be accessible to the Caltrans Contract Manager in coordination with the Caltrans Task Order Manager, Functional Manager, District/Region Area Construction (Claims) Engineer, Laboratory Supervisor, Headquarters' Structural Construction Engineer, Resident 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 at all times during normal Caltrans working hours that Task Order work is underway.

The Consultant Task Order Manager (who may 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.

17. Consultant Task Order Lead Person.

The Consultant Task Order Lead person (who may 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 Lead person shall be the primary contact for the assigned Task Orders and be available as needed for communication with Caltrans.

18. Consultant's Personnel and Team Member Qualifications.

The Consultant team member shall be capable of assisting the Consultant Contract Manager in all aspects of the required work. The Consultant team member's required professional qualifications shall be identified in each Task Order.

- a. The Consultant will provide experts in passenger rail vehicle design, maintenance facility design and operations, production, procurement, warranty oversight, heavy maintenance overhaul, quality control, materials testing and database development and management. All work will be done under the supervision of a licensed registered engineer with at least ten (10) years of experience working on passenger rail equipment. The Consultant's team must include engineers and designers with experience developing system rebuilding specifications, database developers, and field inspectors with experience developing inspection procedures for equipment and components as part of both quality control and system acceptance.
- b. In responding to the Caltrans Task Order and in consultation with Caltrans, the Consultant's Contract Manager shall identify the specific individuals proposed for the task and their job assignments with prior approval from the Caltrans Contract Manager. The Consultant shall provide documentation that proposed staff meet the appropriate minimum qualifications as specified.
- c. The Consultant's personnel shall typically be assigned to and remain on specific

Caltrans projects until completion and acceptance of the project by Caltrans. Personnel assigned by the Consultant shall be available at the start of a Task Order and after acceptance of the project by Caltrans.

- d. After Caltrans approval of the Consultant's staff proposal and finalization of a Task Order, the Consultant may not add or substitute staff without Caltrans prior approval.
- e. Resumes containing the qualifications and experience of the Consultant's personnel shall be submitted to the Caltrans Contract Manager for review before assignment on a project.
- f. The Caltrans Contract Manager may interview the Consultant's personnel for qualifications and experience.
- g. The Caltrans Contract Manager shall have the responsibility of determining the quality and quantity of work performed by the Consultant's personnel. If at any time the level of performance is below expectations, the Caltrans Contract Manager may direct the Consultant to immediately remove personnel from the project specified in a Task Order and request another qualified person be assigned as needed. The replacement staff must meet the qualifications required by this agreement for performance of the work as demonstrated by a resume submitted by the Consultant.
- h. If a Consultant's personnel are on leave, the Consultant's Contract Manager shall provide substitute personnel until the assigned personnel returns to work with prior approval from the Caltrans Contract Manager. The substitute personnel shall meet or exceed the qualifications and experience level of the previously assigned personnel.

O. Consultant's Availability and Work Hours

Unless otherwise specified in each Task Order, the normal workday shall be Monday through Friday, from 8 a.m. to 5 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.

The Consultant's Contract Manager shall be accessible to the Caltrans Contract Manager at all times during normal Caltrans working hours.

If ordered by the Caltrans Contract Manager, overtime for the Consultant's employees may be required. The overtime shall be pre-approved by the Caltrans Contract Manager. Overtime shall be worked only when directed in writing by the Caltrans Contract Manager and specifically required by the Task Order.

P. General Requirements

1. The Consultant shall carry out instructions as received from the Caltrans Contract Manager, and shall cooperate with Caltrans, other involved agencies, other Consultants, and others, working on project or adjacent projects in this contract and

on each Task Order.

2. It is not the intent of the foregoing paragraph to relieve the Consultant of professional responsibility during the performance of this contract. In those instances, for which the Consultant believes a better solution to a task being performed or a problem/issue being addressed is possible, the Consultant shall immediately notify the Caltrans Contract Manager of these concerns, together with the reasons therefore. However, Caltrans will make all final decisions on the scope of the Consultant's activities and investigations.
3. At Caltrans direction, the Consultant is required to coordinate activities and work closely with multiple stakeholders.
4. The Consultant shall prepare the required 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 according to requirements of this Contract and applicable Caltrans Manuals for the work.
5. The Consultant's timesheet/invoices/expenses shall be subject to the Consultant Contract Manager's review and the approval of the Caltrans Contract Manager before submitting timesheets, invoices, or expense reimbursement requests for payment.
6. 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 or on the date specified in the Task Order. Some work, however, may require Consultant personnel to mobilize within 24-hour of notifications. Once the work begins, the work shall be prosecuted/performed diligently until all required work has been completed to the satisfaction of the Caltrans Contract Manager or Caltrans designee.
7. The work shall not be performed when conditions prevent a safe and efficient operation and shall only be performed with written authorization by Caltrans.
8. The Consultant Contract Manager, Consultant Task Order Manager, and 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.
9. The Consultant's employees may be required to work overtime to meet Task Order schedules at the request of the Caltrans Contract Manager. All overtime shall be pre-approved by the Caltrans Contract Manager. Overtime shall be worked only

when directed in writing by the Caltrans Contract Manager and specifically required by the Task Order and shall only be paid to persons covered by the Fair Labor Standards Act.

10. All Consultant personnel are required to sign a confidentiality and nondisclosure agreement.
11. The Consultant may not disclose any information to third parties without prior written approval of the Caltrans Contract Manager.
12. The Consultant shall only provide incidental non-Architectural and Engineering (A&E) services, such as Computer Aid Drafting & Design (CADD) support, GIS support, utilities location support, traffic control, office support, field office support, and meeting support, provided (a) such services are necessary for the completion of the A&E tasks and/or deliverables performed by the Consultant described in executed Task Orders and covered by the work in this Contract and (b) the rendering of the services is approved in advance by the Caltrans Contract Manager. These 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 the executed Task Order. The Consultant is responsible for ensuring that Task Orders only include any incidental non-A&E services.
13. Incidental training services may be provided only if the training involves the specific work product of this Agreement. Such incidental training services are permitted, but only if:
 - a. The training involves the specific work product created under this Agreement (and does not involve general A&E training and is not the work product of a previous agreement); and
 - b. The total aggregate cost of all training under this Agreement does not exceed 10% of the total authority of the Agreement; and
 - c. The training is an incidental task within the Agreement and not the purpose for entering into this Agreement.
14. The Consultant shall include the Caltrans Contract Manager in written communications to other Caltrans personnel for any clarification on the scope of work.

Q. 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, shall 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, FHWA), 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. In the event an instruction or direction is unclear to the Consultant, the Consultant shall ask the Caltrans Contract Manager to clarify the instruction or direction. The work is a critical element of compatible designs, project planning and construction schedules and shall be accomplished in a timely fashion. Projects having complex and overlapping schedules and therefore Project work may have overlapping and parallel (not serial order) schedules or make work discontinues. Projects have complex and overlapping schedules and field work may be intermittent. Task Orders may be written for treatment of unanticipated finds encountered during project work. When unanticipated finds are encountered, a rapid response shall be necessary to avoid costly construction delays.
2. 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 reasons therefore. However, Caltrans shall make all final decisions on the scope of the Consultant's activities and investigations.
3. The Consultant shall be required to work with other Caltrans Functional Units and others (including, but not limited to, Regional Water Quality Control Board - RWQCB, Permitting Agencies,) as directed by the Caltrans Contract Manager.
4. The Consultant shall work closely with the Caltrans Contract Manager and the Caltrans designee identified in the Task Order.
5. 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.

6. 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.
7. 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.
8. 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.
9. Caltrans shall not incur costs beyond the funding commitments in the Contract and each Task Order.

R. Equipment Requirements

1. Office Equipment and Supplies (Consultant's Office):

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:

- a. Office Supplies.
 - b. Computers with appropriate software, printers, plotters, telephone, calculators, and copiers.
 - c. Data processing systems, software packages, reference materials, or other tools including hardware and software used in providing deliverables.
 - d. 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. 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.
 - e. In-house printing, reproduction, and delivery services.
- ### **2. Field Equipment and Supplies:**
- The Consultant shall have and provide adequate field tools, instruments, equipment, materials, supplies, and safety equipment to complete the required field work. The Consultant shall not be reimbursed separately for tools of the trade. The tools, instruments, equipment, materials, supplies, and safety equipment required for each Consultant field personnel shall include, but not be limited to, the following, if required by the Task Order:

- a. A laptop computer or tablet with appropriate software. An aircard may be required by Caltrans by written notice.
 - b. Communication device: mobile telephone - cell phone shall be compatible with the current Caltrans cellular phone system.
 - c. Digital Camera.
 - d. Hand tools as appropriate for the requested field staff work.
 - e. All necessary safety equipment including hardhats, hard-soled safety footwear, eye protection, steel-toed shoes, hearing protection, and an approved safety vests as appropriate for the requested field work.
3. 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.

S. Consultant Reports and/or Meetings

The Consultant shall submit progress reports at least once a month. The report should be sufficiently detailed for the Caltrans Contract Manager to determine if the Consultant is performing to expectations and is on schedule, to provide communication of interim findings, and to afford occasions for airing difficulties or special problems encountered so remedies can be developed. Separate detail shall be provided for each on-going Task Order.

When applicable, additional progress reports shall indicate an estimated percentage of work completed and a corresponding estimate of budget spent for work deliverables. The estimate of work completion and budget spent shall be for the same time period. The progress reports shall include actual UDBE utilization on a monthly and cumulative basis.

The Consultant's Contract Manager shall meet with the Caltrans Contract Manager as needed to discuss progress on the Agreement.

The Consultant shall be responsible for drafting the minutes of the meetings and submit them to the Caltrans Contact Manager within one (1) week of the meeting.

Monthly Progress Reports shall cover the same period of performance as the monthly invoices.

T. Standards

The Consultant has total responsibility for and shall verify the accuracy and completeness of all analytical results, plans, designs, specifications, estimates, calculations, analysis, reports, graphics, other documents, other items, and deliverables prepared by the Consultant or its Sub-Consultants for the projects as specified in this Agreement and in each Task Order. The

analytical results, plans, designs, specifications, estimates, calculations, analysis, reports, graphics, other documents, other items, and deliverables will be reviewed by Caltrans for conformity with Task Order standards. Reviews by Caltrans do not include detailed review or checking of major components, related details or accuracy of information. The responsibility for accuracy and completeness of such items remains solely that of the Consultant.

The Caltrans Contract Manager shall decide/address all questions which may arise as to the quality or acceptability of deliverables furnished and work performed for this Agreement.

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 the latest 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. 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 of this Contract.

- 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 the Caltrans Publication Distribution Center or are not available from Caltrans' Internet web site may be requested from the Caltrans Contract Manager. Caltrans does not guarantee the availability of publications nor its Internet web pages. Required Manuals include:
 - i. <http://www.caltrans-opac.ca.gov/publicat.htm>
 - ii. <http://www.dot.ca.gov/manuals.htm>
- d. 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, are dynamic documents and subject to change. The Consultant is responsible to verify that the latest version or update is used.

U. Manuals, Documents, and Websites.

The following manuals, documents and links to internet sites are referenced in association with the work in this Contract. The list is not all-inclusive, but is intended to illustrate the types of reference material and sources of information.

- a. Caltrans' Internet Home Webpage:
<http://www.dot.ca.gov/>
- b. Caltrans' Code of Safe Practices:
<http://www.dot.ca.gov/hq/construc/safety/>
- c. California Business and Professions Code:
http://www.leginfo.ca.gov/.html/bpc_table_of_contents.html
- d. California Code of Regulations:
<http://www.oal.ca.gov/ccr.htm>
- e. California Health and Safety Code:
<http://www.leginfo.ca.gov/cgi-bin/calawquery?codesection=hsc>
- f. California Public Contract Code:
http://www.leginfo.ca.gov/.html/pcc_table_of_contents.html
- g. California Public Resources Code:
http://www.leginfo.ca.gov/.html/prc_table_of_contents.html
- h. Caltrans Project Development Procedures Manual (PDPM):
<http://www.dot.ca.gov/hq/oppd/pdpm/pdpmn.htm>
<http://www.dot.ca.gov/hq/oppd/pdpm/pdpm.htm>
- i. Project Development Procedures Manual: Chapter 7 - Uniform File System:
http://www.dot.ca.gov/hq/oppd/pdpm/chap_pdf/chapt07.pdf
- j. Project Development Procedures Manual: Chapter 15 - Final Project Development Procedures:
http://www.dot.ca.gov/hq/oppd/pdpm/chap_pdf/chapt15.pdf
- k. Caltrans Policy and Guidelines: Cost Estimate:
<http://www.dot.ca.gov/hq/oppd/costest/costest.htm>
- l. Caltrans Project Management Handbook:
<http://www.dot.ca.gov/hq/projmgmt/guidance.htm>
http://www.dot.ca.gov/hq/projmgmt/documents/pmhb_5thed.pdf
- m. Caltrans Project Management Directives:

http://pd.dot.ca.gov/pm/ProjectOffice/ProcessGuidance_Directives/Guidance_DirectivesHome.asp

- n. Caltrans Project Risk Management Handbook:
http://www.dot.ca.gov/hq/projmgmt/guidance_prmhb.htm
- o. Quantitative Risk Analysis section (page 14) of Caltrans Project Risk Management Handbook:
http://www.dot.ca.gov/hq/projmgmt/documents/prmhb/caltrans_project_risk_management_handbook_20070502.pdf (broken link)
http://www.dot.ca.gov/hq/projmgmt/documents/prmhb/archive/caltrans_project_risk_management_handbook_20070502.pdf
- p. Project Management Institute (PMI) "A Guide to the Project Management Body of Knowledge":
www.pmi.org
- q. Caltrans Technical Publications and Manuals:
<http://www.dot.ca.gov/hq/esc/techpubs/>

V. Field Safety

In addition to the requirements specified elsewhere in this contract, the following shall also apply:

1. The Consultant shall maintain a working environment that is safe for project personnel and the public. The Consultant shall provide a Code of Safe Practices that includes at a minimum, fall protection safety, lead training, respirator training, and promotes an awareness of health and safety requirements and enforce applicable regulations and contract provisions for the protection of the project personnel and the public. The Consultant's personnel shall comply with all safety provisions of the Caltrans Safety Manual (<https://hs.onramp.dot.ca.gov/safety-manual-online>), Caltrans Surveys Manual (<https://landsurveys.onramp.dot.ca.gov/surveys-manual>), Caltrans Laboratory Safety Manual (http://www.dot.ca.gov/hq/esc/ctms/pdf/lab_safety_manual.pdf), Caltrans Traffic Manual (<http://www.dot.ca.gov/trafficops/camutcd/traffic-manual.html>) and Caltrans Code of Safe Practices (<http://www.dot.ca.gov/hq/construc/safety/>). 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'.

2. The field work shall not be performed when conditions prevent a safe and efficient operation and shall only be performed with written authorization by Caltrans.
3. The Consultant shall provide, at no cost to Caltrans, all safety equipment 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, eye protection, hearing protection, and approved safety vests. 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.
4. 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 to work on and near highways in a safe manner.
5. 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.

W. Orientation Provided by Caltrans

Caltrans may provide orientation regarding the requirements for this Contract and each Task Order as deemed necessary by Caltrans. The orientation may consist of instructions on 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 instructions provided.

X. Monitoring and Reviewing Procedures

The Caltrans Contract Manager shall have the unilateral right, from time to time, or as requested by the Consultant, to monitor and review the progress and processes of the Consultant related to work performed under this Contract.

Monitoring and reporting requirements will be established for each Task Order. The Consultant shall meet with the Caltrans Contract Manager a minimum of once per month to review procedures and progress held in the Caltrans Sacramento office on the contract and Task Orders to date.

The performance of the Consultant's Project Manager, key personnel, and team shall be evaluated by the Caltrans Contract Manager, as needed, but no less frequently than 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; 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 is not limited to, the following:

- Job performance.
- Quality of Work.
- Timely submittal of reports, invoices, and other required documents.
- Early detection of problems and timely resolutions.
- Requesting timely approval for personnel changes and travel expenditure.
- Responsiveness and ability to control costs.
- DBE or DVBE Participation.
- Conflicts of interest.

Poor performance and any negative evaluations may result in replacement of the Consultant Project 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.

Y. Materials to be Provided or Made Available by Caltrans

Materials (if deemed applicable, necessary, and when available from Caltrans) that may be furnished or made available by Caltrans and where listed in the individual Task Orders and this Contract, are for the Consultant's use only and shall be returned at the end of the Contract and must be returned in original condition. The Consultant will replace, at said Consultant's own expense, all lost or damaged Caltrans data or materials.

Caltrans may provide some office space to the Consultants and Sub-Consultants providing services under the contract. If provided, office space may include but not be limited to, all utilities, office equipment, and office supplies typically used by Caltrans staff.

The Consultant shall use the materials in the execution of the specific work described in the Task Order. These materials may include, but are not limited to, the following:

1. Existing documents, if any, that are applicable to the current project.
2. Appropriate background or reference information for each Task Order.
3. Project special provisions, full-size and reduced-size sets of project plans, materials information handout, and contract and proposal, as necessary.
4. Caltrans standardized forms.
5. Digital Electronic templates of Task Order formats.
6. The Caltrans Contract Manager may designate a Caltrans Task Order Manager to manage the technical aspects of the Task Order or each specific Task Order.
7. The Caltrans Contract Manager or Caltrans designee shall review all deliverables for compliance, substance, and quality.

Z. Materials to be Provided by the Consultant

Unless otherwise specified in the Contract, the Consultant shall provide all materials to complete the required work in accordance with the delivery schedule and cost estimate outlined in each Task Order.

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 amount of insurance and types of coverage required by the Railroad Company may be above and beyond that required by Caltrans. The Consultant may be required to provide additional Railroad liability insurance including, but not limited to:

- a. Commercial General Liability Insurance.
- b. Business Automobile Coverage Insurance.
- c. Worker Compensation and Employers Liability Insurance.
- d. Railroad Protective Liability Insurance.
- e. Umbrella or Excess Insurance.
- f. Pollution Liability Insurance.

AA. Product Approval and Payment

1. 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 produced by the Consultant in the performance of this Contract, shall be subject to the approval and acceptance by the Caltrans Contract Manager prior to invoicing and payment for these items.
2. All of the deliverables and tasks provided for acceptance under each Task Order shall comply with the terms, covenants and conditions of this Contract.
3. Upon completion of each deliverable or task, the Caltrans Contract Manager shall either accept or reject the completed work. In the event of non-acceptance due to errors, omissions, or non-compliance with the Caltrans Manuals, as revised as of the time of the Task Order, or the provisions of this Contract, the 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 payment until the work is satisfactorily completed and approved by the Caltrans Contract Manager. Additional cost incurred to correct errors will not be compensated.
4. Caltrans shall not pay the Consultant for the Consultant's work under this Contract and the charges incurred by the Consultant that does not conform to the requirements specified in this Contract and to the applicable Task Order, and such

work shall be corrected at the Consultant's sole expense at no additional cost to Caltrans.

5. All reviews, inspections 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.
6. Notwithstanding any other provision of this Agreement, until final acceptance of a Task Order under the Agreement, any acceptance or approval means approval to proceed, but it does not mean acceptance or approval of a deliverable or task, and, it does not reduce or eliminate any of Contractor's duties or responsibilities under this Agreement.
7. Work that does not conform to the requirements specified herein, and the applicable Task Orders will not be paid for.

BB. General Deliverables

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, shall be subject to the provisions of Exhibit D, sections XIX and XX and shall be sent to Caltrans upon completion of each Task Order deliverable and acceptance/approval of the work by the Caltrans Contract Manager or immediately upon request by the Caltrans Contract Manager. The Consultant shall retain a copy of all documents furnished to Caltrans until expiration of the Contract.

The Consultant will provide services in close liaison with the Caltrans Contract Manager. Caltrans will exercise review and approval functions through the Caltrans Contract Manager at key points, as specified in each Task Order. Milestone reviews will be performed with the Caltrans Contract Manager for the specific products and deliverables listed in each Task Order.

The Consultant shall prepare a cost estimate showing task, subtask, personnel, personnel hours estimated for each task or subtask, and a schedule of deliverables.

Caltrans will review all analytical results, plans, designs, specifications, estimates, calculations, reports, studies, graphics, other documents, and deliverables prepared and submitted by the Consultant.

The Consultant shall submit one (1) unprotected and modifiable digital electronic copy of all analytical result, plans, designs, specifications, estimates, calculations, reports, studies,

graphics, other documents, and deliverables required under this Agreement in a specified format. The file formats shall be specified in each Task Order. Appropriate documentation shall accompany each digital device indicating the contents of each file.

If the Consultant fails to submit deliverables set forth in each Task Order issued by the Caltrans Contract Manager, Caltrans shall have the right to withhold payment and/or terminate this Agreement in accordance with the termination provisions of the contract. If the Agreement is terminated, the Consultant shall, at Caltrans request, return all materials recovered or developed by the Consultant under the Agreement.

The Consultant shall maintain a separate set of project files for each Task Order issued by the Caltrans Contract Manager. If requested by the Caltrans Contract Manager, the Consultant shall provide these file copies.

A Task Order may require the Consultant to use software and digital electronic formats other than those indicated in this Contract as needed to accomplish the objectives of the Task Order.

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 performed on computer shall be delivered to Caltrans including, but not limited to, the formats specified below:

- 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.
- Text-based documents shall also be submitted in Microsoft Word format. 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.
- 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 the Consultant to provide Caltrans with a copy of each graphic in an uncompressed file format for archive purposes. The Consultant may suggest alternative formats that are compatible with this goal.
- Spreadsheet files shall be submitted in Microsoft Excel format.
- Word processing files shall be submitted in Microsoft Word format. The Consultant shall not format digital electronic files as “view only” or “read only” unless so specified in the Task Order.

- Other - As specified in the Task Order.

CC. Conflict of Interest

All work 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.

The Consultant shall not receive compensation for any services or products in which the Consultant is found to have a conflict of interest. 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 prior to payment.

In the event replacement deliverables are not possible, the Consultant shall not receive compensation for the deliverables containing conflict of interest.

Conflict of Interest information shall be submitted with the Consultants' Statement of Qualifications (SOQ) as an attachment to the Prime's transmittal letter. Consultants and Sub-Consultants shall disclose and briefly describe any financial, business or other relationship with Caltrans, Amtrak, California Transportation Commission (CTC), FRA, CCJPA, SJJPA, LOSSAN, other government entity, or any manufacturing /supply industry that relates to or concerns passenger rail equipment.

The submitted documentation will be used for determining potential conflict of interest that may result in a firm being ineligible to compete for, or perform work on, the contract resulting from this RFQ.

By submitting a SOQ, the successful Consultant agrees that, prior to providing engineering services on any Department of Transportation project listed in the scope of this Request for Qualifications (RFQ), it will disclose that potential business relationship and seek Caltrans consent to render those services.

DD. Examples of Conflict of Interests

Examples of conflict of interest include, but not be limited to, the following:

- a. The Consultant getting the service from a specific vendor or business which has relation with the management, employee or officer and provide an indirect benefit for that individual or relative.
- b. The Consultant provide advice to the Department based mainly to the benefit of certain individual or relative.
- c. The Consultant provide advice and/or suggestion to the Department, for a product, device, study or report that was related and previously developed by the Consultant and not providing information to the Department that those items and material has been completed by the same Consultant.