



**STATE OF CALIFORNIA  
DEPARTMENT OF TRANSPORTATION**

**REQUEST FOR QUALIFICATIONS NOTICE**

**NUMBER 53A0252**

**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 Denetia Smith at [Denetia.Smith@dot.ca.gov](mailto:Denetia.Smith@dot.ca.gov). Questions must be received no later than 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.

Proposers are advised that Caltrans has established a federally mandated overall annual DBE goal comprising both race neutral and race conscious elements to ensure equal participation of DBE groups specified in 49 CFR 26.5. In compliance with 49 CFR 26, Caltrans set a contract goal for DBEs participating in this solicitation expressed as a percentage of the total dollar value of the resultant Agreement. The DBE participation goal for this solicitation is one percent (1%). 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 Independent Cost Estimating and Scheduling Services in support of the Construction Manager/General Contractor (CMGC) Program. 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 \$1,040,000.00 - \$1,690,000.00.
- C. The estimated contract term is five (5) years.
- D. Interviews will be held in Sacramento, CA on **September 1, 2020**. 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 [A&E Contract Information](#) website. 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 **September 7, 2020**. The fee for profit shall be ten-point five percent (10.5%), and the escalation shall be as follows:

Period	Escalation
07/22/2020 - 06/30/2021	0%
07/01/2021 - 06/30/2022	1.5%
07/01/2022 - 06/30/2023	3.0%
07/01/2023 - 06/30/2024	3.0%
07/01/2024 - 06/30/2025	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 **September 12, 2020**.
- H. Disadvantaged Business Enterprise Program
1. This solicitation and resultant Agreement is financed in whole or in part with federal funds and therefore subject to Title 49, Code of Federal Regulations, Part 26 (49 CFR 26) entitled "Participation by Disadvantaged Business Enterprises in Department of Transportation Financial Assistance Programs." To ensure equal participation for Disadvantaged Business Enterprise (DBE) groups specified in 49 CFR 26.5, Caltrans specifies a contract goal for DBE participation. The required goal for DBE participation in this solicitation is not less than one percent (1%).
  2. Only participation by certified DBEs will count toward the contract goal for this solicitation. In order to count toward a contract goal, a firm must be certified as a DBE by the California Unified Certification Program (CUCP) and possess the work codes applicable to the type of work the firm will perform on the Agreement by the SOQ submittal due date. For a list of work codes, go to [Office of Civil Rights](#) website.
  3. It is the proposer's responsibility to verify that the DBE firm is certified as a DBE by the specified SOQ submittal due date and time. For a list of DBEs certified by the CUCP, go [Office of Civil Rights](#) website.
  4. A DBE must perform a commercially useful function (CUF) for the type of work it will perform on the Agreement as provided in 49 CFR 26.55(c)(1)-(4). A DBE performs a CUF when it is responsible for the execution of a distinct element of the work of the Agreement and is carrying out its responsibilities by actually performing, managing, and supervising the work involved.
  5. See "Statement of Qualifications Submittal Instructions and General Contract Process Information" for detailed information and references to the required forms. Required forms will be made a part of the Agreement. Failure to meet the DBE goal or Good Faith Effort requirements and provide required DBE participation at due date and

time of SOQ submittal may result in the SOQ submittal being rejected as non-responsive.

- 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 [A&E 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 at [A&E Contract Information](#) website.

## **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 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 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 on the [A&E Contract Information](#) website. 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 A&E Contract Information [A&E Contract Information](#) website.
- 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 projects 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" dated (Rev. 04/15/19) from the [Procuring A&E Contracts](#) website. 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 **3:00 p.m. on August 20, 2020**. Hard copies of the SOQs are **NOT** required. Fax copies or copies transmitted by email will not be allowed.

You will be required to create a Novell Filr account with Caltrans. Send an email message to the Contract Analyst, Denetia Floyd, at [denetia.smith@dot.ca.gov](mailto:denetia.smith@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

2. SOQ submittals will be considered non-responsive if the electronic submittal is not received by the date and time specified in this RFQ.

B. Request for RFQ Copies

Copies of this RFQ may be obtained on the [Cal eProcure](#) website

## SCOPE OF WORK/DELIVERABLES

### A. Project Description

The DEPARTMENT has obtained general authority to utilize the Construction Manager/General Contractor (CMGC) project delivery method to deliver projects under Senate Bill 1262. The CMGC delivery method allows the DEPARTMENT to engage a contractor (Construction Manager or CM) during the design process to provide input on the design. During the design phase, the Construction Manager provides advice including, but not limited to, scheduling, pricing, and construction phasing to assist the DEPARTMENT to design a more constructible project. When design (or portion thereof) is complete, the CM becomes the General Contractor (GC) and constructs the project. However, this contract is for the procurement of a team of Cost Estimators and Schedulers as described under Required Services below. Consultant will provide these services for the State Route 99 Rehabilitation from El Dorado Street to Clinton Avenue Project (Project) located in District 6 in support of the CMGC delivery method.

The Project is located on State Route 99, in the City of Fresno from 0.2 mile south of El Dorado Street Overcrossing (OC) to Clinton Avenue OC. This roadway rehabilitation project proposes to replace the existing roadway with continuously reinforced concrete pavement. The proposed work includes the replacement of the El Dorado Street, Belmont Avenue, and Olive Avenue OCs as well as Kerman Branch Underpass railroad structure, widening of Nielsen Avenue and McKinley Avenue Undercrossings, and removal of Teilman Avenue OC. The project also includes the construction of auxiliary lanes, retaining/sound walls, and pumping plants.

### B. Description of Required Services

The Consultant shall provide cost estimating and scheduling services in support of one of the projects in the CMGC Program. A major outcome of these services is a cost estimate and number of working days schedule that is independent of the estimates developed by the DEPARTMENT (Engineer's Estimate) and the CM ("bid"). The Independent Cost Estimates developed under this contract will be used to validate the final CMGC "bid" for each construction contract. Work will be performed through individual task orders on an as-needed basis.

1. The CONSULTANT shall provide the following employees:
  - a) **Contract Manager** who manages the contract, and oversees the CONSULTANT team. This person assures all contract terms and conditions are followed by the CONSULTANT's team. This person is also the leader of the technical work responsible for the quality of the work performed by the CONSULTANT's team.
  - b) **Task Order Manager(s)** who manages multi-disciplinary resources in support of individual task orders and in support of the CMGC Program.
  - c) **Cost Estimator(s)** to provide cost estimating services on an "as needed" basis.
  - d) **Scheduler(s)** to provide scheduling services on an "as needed" basis.
2. When assigned by the Department's Contract Manager, the CONSULTANT will complete the following tasks, including but not limited to:
  - a) CONSULTANT will assign a Contract Manager who will act as the primary point of contact for the DEPARTMENT. The Contract Manager will manage the CONSULTANT's project team. Services performed under the contract management task include, but are not limited to supervision of all work performed for this

project; quality of work; communication with team members; project accounting, project opening, monthly invoicing in accordance with the DEPARTMENT standards, project closeout; and communication with DEPARTMENT. All project files and deliverables created under this agreement will be compiled and provide to the DEPARTMENT at the conclusion of the agreement.

- b) The CONSULTANT's Task Order Manager will assign one team member, likely a Cost Estimator, to attend design status meetings as required. The team member will be expected to keep the team apprised of the design development progress and direction, and to consult with the DEPARTMENT with input on the design direction.
- c) The kickoff/field review meeting will be attended by the CONSULTANT's Task Order Manager, a Cost Estimator, and a Scheduler. In preparation for the kickoff meeting/field review, the CONSULTANT will review existing plans and information on the project provided by the DEPARTMENT for familiarity only. No deliverables will be expected.
- d) CONSULTANT will attend the Partnering Workshop. The full day Partnering Meeting will be facilitated by the DEPARTMENT and will be attended by the Task Order Manager, a Cost Estimator, and a Scheduler.
- e) CONSULTANT will attend Initial Approach to Cost Meeting and will work with the DEPARTMENT and Construction Manager (CM) to establish an agreeable approach to cost estimating, scheduling, and risk management. This will include, but not limited to open book discussion of local labor rates, anticipated production rates, stage construction, local traffic control issues specific to the project, subcontracting approach, and cost risks. The CONSULTANT should familiarize themselves with each of these topics prior to the meeting. The Initial Approach to Cost Meeting will be attended by the Task Order Manager, a Cost Estimator, and a Scheduler. The purpose of this meeting will be to establish like assumptions for construction means and methods as well as to establish the plan to communicate changes in scope, quantity, risk and phasing between the CM, DEPARTMENT and CONSULTANT estimating/scheduling team to ensure a consistent estimation foundation for all three parties (DEPARTMENT, CONSULTANT, and CM).

Following the general discussion of open book estimating, the team will define the work to be included in each bid item included in the preliminary list of bid items provided by the Department's designer for this meeting.

**Deliverable:** Summary log of each bid item and what is included in the item for pricing and payment and any updates to the open book estimating guidelines agreed to by the team.

- f) Prior to Risk Workshops, CONSULTANT will help the DEPARTMENT define and refine project scheduling controls.

CONSULTANT will actively participate in all Risk/Schedule Workshops. During the Risk Workshop, the CONSULTANT will support the DEPARTMENT in identifying and quantifying the risks and magnitude of these risks associated with the project. These should be agreed upon with the CM and mitigation strategies should be developed and agreed upon by the team to manage these risks moving forward. This workshop will be attended by the CONSULTANT Contract Manager, a Cost Estimator, and a Scheduler.

- g) CONSULTANT will perform a general review of the 30%, 60%, 90% and 100% PS&E documents to obtain an understanding of the project scope for the purposes of developing the cost estimates and schedule. CONSULTANT will actively participate in 30%, 60%, 90% and 100% Design Review Meetings. This meeting will be attended by the Task Order Manager, a Cost Estimator and Scheduler. The CM will submit an updated construction schedule based on the 30%, 60%, 90% and 100% design documents for use by both CM and CONSULTANT team in preparing Opinion of Probable Cost of Construction (OPCC).



- h) Prior to the preparing an estimate, the CONSULTANT will prepare the construction performance schedule. The schedule will identify project phasing and construction scenarios to optimally work with the constraints previously identified. The schedule will include procurement of long lead items and subcontractor procurement time frames. Schedule will be formatted to follow the cost estimate for ease of analysis.

The CONSULTANT, the DEPARTMENT and the CM will prepare individual construction cost estimates based on the 30%, 60%, 90% and 100% design milestones provided by the DEPARTMENT. The construction cost estimate shall reflect and be consistent with the agreed upon methods and measurements of payment anticipated for each bid item. Costs associated with risks should be excluded from these costs estimates. Indirect costs will be scoped, quantified, and priced discreetly. Home office overhead and profit will be identified. Agreement will be reached regarding allocation of indirect costs, overhead and profit into direct costs to arrive at a total unit price for each pay item. Mobilization and demobilization pay items will be based on identified scope, quantities, and pricing. The CONSULTANT in consultation with the CM shall provide a narrative report documenting the Basis of Estimate for the construction cost estimate including:

Summary of markups

- Escalation
- Overhead
- Profit
- Contingency
- Assumptions and clarifications
- Allowances
- Exclusions

All estimate's will be submitted to the DEPARTMENT via an Excel format spreadsheet with bid item descriptions, quantities and units and will be developed utilizing production-based cost model. The Department will confidentially review this bid tab and identify items not in agreement between the CM, CONSULTANT and DEPARTMENT estimates. The DEPARTMENT will also identify items not in agreement between the CM and CONSULTANT construction schedules.

- i) The CONSULTANT will be required to attend OPCC review meetings as necessary to discuss assumptions and allocations associated with unit prices and schedule logic not in agreement. The differences identified will be discussed at the OPCC meetings. OPCC will be attended by the Task Order Manager, a Cost Estimator, and a Scheduler.

At the end of the OPCC reconciliation period, the CONSULTANT will update the bid item basis log and submit a revised estimate to reflect the agreed upon changes. Also, the changes from one milestone estimate to each subsequent milestone estimate should be documented as well as for each revised estimate.

**Deliverables:** Construction performance schedule, Narrative report documenting the Basis of Estimate, Narrative report documenting changes made on milestone estimates and revisions.

- j) CONSULTANT will submit a cost estimate to the DEPARTMENT. The CONSULTANT shall submit the independent cost estimate in accordance with the requirements delineated herein, utilizing the same production-based cost model as was used in development of the previous estimates along with a narrative report documenting critical assumptions, agreements and/or decisions of costing that may impact the fluctuations in pricing adherence (on an open-book basis) for a construction contract.

- k) CONSULTANT will actively participate in the Price Agreement Meeting. This meeting will be attended by the Task Order Manager and the Cost Estimator.

CONSULTANT will work with the DEPARTMENT to evaluate the Proposed Price provided by CM. Details of the Proposed Price will be compared to the independent cost estimate. Differences will be identified and discussed.

**Deliverables:** Narrative report documenting critical assumptions, agreements and/or decisions of costing that may impact the fluctuations in pricing adherence

- l) If another Price Agreement Meeting is necessary, CONSULTANT will attend and actively participate in meeting. This meeting will be attended by the Task Order Manager, and a Cost Estimator and a Scheduler. CONSULTANT will work with the DEPARTMENT to further evaluate the Proposed Price by the CM. Upon opening the Construction Proposed Price bid, the Department will determine the acceptability of the Construction Proposed Price bid, in its sole discretion. In assessing the Construction Proposed Price bid, the Department may compare the Construction Proposed Price bid to some or all of the following: state averages, similar projects, the independent cost estimate, and the engineer's estimate and use such other information that the Department determines relevant and useful. The Department is under no obligation to accept the Construction Proposed Price, even if it compares favorably to the foregoing data, averages, and estimates.

**Deliverables:** Narrative report documenting critical assumptions, agreements and/or decisions of costing that may impact the fluctuations in pricing adherence

- m) CONSULTANT will participate in Value Analysis studies as required by DEPARTMENT.

#### C. Location of Work:

The services shall be performed to support the CMGC project(s) provided below.

EA	Project ID	DISTRICT	ROUTE	PROJECT DESCRIPTION
06-0W800	0617000306	6	Fre-99	State Route 99 Rehabilitation from El Dorado Street to Clinton Avenue Project

#### D. Standards

- All work shall be performed in accordance with the current California Department of Transportation (Caltrans) Manuals, Project Management Handbook and Project Management Directives.  
[http://www.dot.ca.gov/hq/projmgmt/documents/pmhb\\_5thed.pdf](http://www.dot.ca.gov/hq/projmgmt/documents/pmhb_5thed.pdf) and  
[http://pd.dot.ca.gov/pm/ProjectOffice/ProcessGuidance\\_Directives/Guidance\\_DirectivesHome.asp](http://pd.dot.ca.gov/pm/ProjectOffice/ProcessGuidance_Directives/Guidance_DirectivesHome.asp)  
 Work not covered by Caltrans's published standards shall be performed in accordance with the generally accepted principles of project management, as described in the current guide "A Guide to the Project Management Body of Knowledge" published by the Project Management Institute (www.pmi.org).
- Caltrans' Contract Manager shall decide all questions which may arise as to the quality or acceptability of deliverables furnished and work performed by the Consultant on projects assigned through this Agreement.

#### E. Personnel Requirements

The Consultant's personnel shall be capable of performing the types of work described above in "Required Services" with minimal instructions.

1. **Contract Manager** – The CONSULTANT’s Contract Manager shall possess at least fifteen (15) years experience in delivery of highway projects. Experience in Construction Manager/General Contractor methodology is desirable. The CONSULTANT’s Contract Manager shall coordinate all contract management matters with Caltrans’s Contract Manager. In addition to other specified responsibilities, the CONSULTANT Contract Manager shall be responsible for all matters related to the CONSULTANT’s personnel and project management operations, including:
  - Monitoring, training and directing the CONSULTANT’s personnel.
  - Assigning personnel to complete the required Task Order work as specified.
  - Reviewing work prepared by CONSULTANT’s personnel.
  - Administering personnel actions.
2. **Task Order Manager** - Task Order Manager shall possess either a contractor’s license or an engineering license (California preferred) and have at least fifteen (15) years experience in delivery of highway projects. Experience in Construction Manager/General Contractor methodology is desirable.
3. **Cost Estimator** - Each of the CONSULTANT employees assigned as a Cost Estimator shall have at least ten (10) years experience in estimating complex highway projects for contractors. Additional experience developing estimates as an independent estimator for a transportation agency utilizing the CMGC methodology is desirable. CONSULTANT shall provide a minimum of two Cost Estimators.
3. **Scheduler** - Each of the Consultant employees assigned as a Scheduler shall have at least five (5) years experience in developing critical path method schedules for contractors on complex transportation projects and five (5) years experience of schedule management on major urban freeways. Additional experience developing schedules as an independent scheduler for a transportation agency utilizing the CMGC methodology is desirable.

**F. Materials to be provided by Caltrans**

Caltrans shall provide the Consultant materials specified in each Task Order. The Consultant shall execute the specific work described in the Task Order based on the material supplied. Caltrans shall provide access to all Department Manuals, Project Management Handbook, and Project Management Directives, and the Project Management Body of Knowledge (PMBOK) published by the Project Management Institute.

**G. Materials to be provided by the Consultant**

Unless otherwise specified herein or in the Task Order, the Consultant shall provide all materials to complete the required work.

**H. Deliverables**

The Consultant has total responsibility for the accuracy and completeness of the deliverables prepared by the Consultant or their sub-Consultants for projects and shall check all such material accordingly. The deliverables will be reviewed by Caltrans for conformity with the requirements in the Task Order. Reviews by Caltrans do NOT include review or checking of quantitative calculations or the accuracy with which such impacts or results are concluded in the deliverables. The responsibility for accuracy and completeness of such items remains solely that of the Consultant. The Consultant or its subconsultants shall not incorporate in deliverables any materials or equipment of single or sole source origin without written approval of Caltrans.

1. Unless otherwise specified in the Task Order, the deliverables shall also conform to the requirements in Paragraph B “Description of Required Services” and as specified herein.
2. If the Consultant fails to submit the required deliverable items set forth in this Agreement, Caltrans shall have the right to withhold payment, and/or terminate this Agreement in accordance with the provisions of Exhibit B entitled “Termination”.
3. All work described in this Agreement will be performed under Task Orders corresponding to Paragraph B “Description of Required Services” as directed in writing by Caltrans’s Contract Manager.
  - a. The Task Orders will contain the specific statement of work to be performed under that Task Order. The Task Orders will also include the project milestones to be achieved under the Task Order in addition to any additional milestones needed to assure timely performance and fiscal responsibility regarding this project.
  - b. All Task Orders shall comply with the terms of this Agreement.
  - c. The Consultant shall submit a cost proposal for each Task Order to Caltrans’s Contract Manager for review. The cost proposal shall include, at a minimum, the following information: The names of the individuals proposed for work on this task, the individuals’ classifications, the duties the individual will perform along with the Caltrans activity codes for such duties, the estimated hours for each individual under each duty or activity, the wage rates for each individual, an estimate of allowable direct costs other than labor, an estimate of DBE utilization under this task, and scope of work and, a summation of total costs proposed for the Task Order. All costs must be in accordance with the cost proposal, Attachment 2, of this Agreement.
4. Caltrans Review of Deliverables

Caltrans District staff and the Contract Manager will review the Task Order deliverables and approve or recommend changes within 15 calendar days of receipt of the Consultants’ submittal.

## **I. Conflict of Interest**

All professional and technical engineering services such as independent cost estimating, scheduling, and deliverables produced by the Consultant shall be free of any conflict of interest and shall be subject to the approval and acceptance by Caltrans Contract Manager.

The CONSULTANT and its subconsultants will not be eligible to bid on or otherwise compete for or accept awards for contracts for any other services, including but not limited to A&E or construction services, for the project or projects for which they perform services under this Agreement. CONSULTANT shall be prohibited from any of the following activities on projects for which they performed services under this Agreement, which includes but is not limited to the following services:

- 1) Final Design services (Design work performed after achieving PA&ED status);
- 2) Construction inspection services;
- 3) Providing services to any construction contractor on any of the projects listed in the scope of this Agreement; or
- 4) Participation on a CMGC team pursuing or awarded a preconstruction services contract or a construction contract for a project covered under this Agreement.

The following are examples of conflicts of interest:

- Providing design services for Caltrans and / or construction inspection services for the construction contractor on the same project.

- Bid and accept award for non-A&E construction contract on the same project that CONSULTANT provided design services for.

The above list of conflict of interest scenarios are only samples of types of conflicts of interest for the services provided under this contract; this is not an exclusive listing of potential conflicts.

These conflict of interest provisions shall survive the expiration of this Agreement.

If the CONSULTANT or any subconsultants are not assigned specific tasks for projects by the expiration of the contract, either may bid or otherwise compete for and enter into contracts for non-A&E construction and related services.

In the event the DEPARTMENT does not accept a deliverable because of an actual conflict of interest, the Consultant shall provide replacement deliverables free of any actual conflict of interest as a prerequisite to receiving payment for the deliverable. In the event it is not possible to provide a replacement deliverable, the Consultant shall not receive compensation for any deliverables that contains an actual conflict of interest.

All CONSULTANT employees are required to complete security and privacy awareness training each year. See <http://onramp/hq/security/training.shtml>