



**STATE OF CALIFORNIA  
DEPARTMENT OF TRANSPORTATION**

**REQUEST FOR QUALIFICATIONS NOTICE**

**NUMBER 07A4986**

**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 Patricia Nichols at [Patricia.Nichols@dot.ca.gov](mailto:Patricia.Nichols@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 18 percent (18%). 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 Construction Claims Support 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 \$2,400,000.00 - \$3,499,999.00.
- C. The estimated contract term is 3.25 years.
- D. Interviews will be held by Webex on September 16, 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 during the week of September 21, 2020. The fee for profit shall be 10.3 percent, and the escalation shall be as follows:

Period	Escalation
08/05/2020 – 08/04/2021	0%
08/05/2021 – 08/04/2022	1.5%
08/05/2022 – 08/04/2023	3.0%
08/05/2023 – 12/31/2023	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 24, 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 18 percent (18%).

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](#)
  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 DBE's certified by the CUCP, go to 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 (04/15/19)" 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 on the [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 on the [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 [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 (04/15/19) document (Section V. Post Government Employment Restrictions and Section VI. Conflict of Interest Concerning

- D. 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](#) website.
- E. 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" dated **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 file to Sacramento.**

1. An 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 **September 3, 2020.**

You will be required to create a Novell Filr account with Caltrans. Send an email message to the Contract Analyst, Patricia Nichols, at [Patricia.Nichols@dot.ca.gov](mailto:Patricia.Nichols@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 in Sacramento by the date and time specified in this RFQ.
- C. Request for RFQ Copies

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

**SCOPE OF WORK/DELIVERABLES  
ROADWAY CONSTRUCTION SERVICES  
For Caltrans, Division of Construction, District 7  
On-Call Construction Claims Support Contract**

A. Purpose of Work.

The Consultant shall perform professional and technical services required for Roadway Construction Services, on an “as-needed” basis to support Caltrans, Division of Construction, District 7, in the construction of proposed Caltrans transportation facilities.

B. Explanation of Work.

The Caltrans Contract Manager shall assign specific work to the Consultant through the issuance of Task Orders describing in detail the services to be performed. The Consultant shall only perform work that is assigned in an authorized Task Order. This Contract does not guarantee that a Task Order shall be issued.

1. Exclusion of Work.

All Roadway Construction Services associated with structures including, but not limited to, bridges and buildings, are specifically excluded from the scope of this Contract.

C. Location of Work.

The work shall be performed on projects to improve the State transportation system throughout the counties of Ventura and Los Angeles in California within the limits of District 7. The specific location within the above-described geographical limits of the work to be performed within this geographic area shall be identified in each Task Order.

The following is a list of potential projects that the Consultant is expected to work on.

This list is comprehensive but is not an exclusive list of projects:

EA	Project ID	County	Route	Begin PM	End PM	Work_description
20212	700020870	LA	710	20.9	24.6	LONG LIFE PAVEMENT & WIDEN BRIDGES
21595	700001835	LA	005	5.8	6.8	WIDEN AND REALIGN FREEWAY (SEGMENT 5)
27610	700000525	LA	110	3.8	6.5	CONSTRUCT STORM WATER TREATMENT BEST MANAGEMENT PRACTICES

27510	700000519	LA	001	38.3	38.7	CONSTRUCT SHOULDERS & UPGRADE GUARDRAILS
1170U	700000085	LA	010	33.4	37.5	WIDEN FREEWAY & CONSTRUCT HIGH OCCUPANCY VEHICLE (HOV) LANES (SEGMENT 2)
28660	700020900	LA	001	0.1	4	CONSTRUCT STORM WATER TREATMENT BEST MANAGEMENT PRACTICES
28670	700020923	LA	091	6.3	8.4	IMPLEMENT STORM WATER MITIGATION BEST MANAGEMENT PRACTICES

D. Required Services.

1. Pursuant to an authorized Task Order, the Consultant shall provide Construction Claims Services within the geographical jurisdiction of this Contract set forth in “Location of Work” Section, and all necessary personnel, material, transportation, lodging, instrumentation, and the specialized facilities and equipment necessary to satisfy all appropriate agencies and required to 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. The specific Construction Claims Services shall be described in the attachment template chosen to create the scope of work for this Contract. The attachment template used with this base template to create a scope of work is as follows:

A - Construction Claims Support

2. Provided in the “Location of Work” Section is a list of proposed Caltrans projects in District 7 This list is not exclusive, however, 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.

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. In this Contract is a list of proposed personnel classifications for which services are anticipated to be needed by Caltrans during the term of this Contract. Caltrans reserves the right to add/or delete personnel classifications from this list. Consultant personnel will work under the general direction of either the Caltrans Contract Manager or a Caltrans Task Order Manager.
4. Consultant agrees that:
  - a. The Consultant Contract Manager or designee shall manage, instruct and supervise all Consultant employees and subconsultants, and shall not allow any other party to manage, instruct and supervise such parties.
  - b. Consultant shall employ and discharge its own employees and subconsultants.
  - c. Unless approved in writing by Caltrans Contract Manager, Consultant shall not hire employees or subconsultants to exclusively and only work on Caltrans matters. Consultant may hire employees and subconsultants for a specific Caltrans matter provided such party has the skills and knowledge to work on other matters and they are assigned to other matters from time to time.
  - d. The work performed by Consultant, its employees and its subconsultants shall be a regular part of Consultant's regular and established business.
  - e. Consultant shall make all of its own business (including personnel) decisions and bear the risk for its decisions.
  - f. Consultant shall provide its own tools, equipment and supplies, and Consultant shall not rely on Caltrans to provide such tools, equipment and supplies. Notwithstanding the foregoing, Caltrans may, during the term of the Agreement, allow Consultant to access selected items of equipment; provide non-employee userids and related access to Caltrans computer systems to Consultant employees and subconsultants; and provide non-

- employee access cards and other such forms of identification to Consultant employees and subconsultants.
- g. Consultant shall provide its own training to its employees and subconsultants, and Consultant shall not rely upon Caltrans to provide such training.
  - h. Consultant shall advise its employees and subconsultants of the foregoing contract terms that apply to them, and Consultant shall advise such employees and subconsultants to report to Consultant any apparent or actual breaches. Consultant shall relay any such reports to Caltrans.
5. A wide range of tasks associated with Construction Claims Services should be expected. The Consultant shall perform and have the expertise, capability, and equipment necessary to perform this Scope of Work.
  6. At the sole discretion of Caltrans, Consultant may be required to provide the required services on safety projects, emergency projects, Emergency Storm Damage Projects, excess parcel assessments, or other current/future transportation projects, including minor projects not listed above, except for those specially excluded above, within the geographical jurisdiction of this Contract set forth in “Location of Work” Section.
  7. The potential projects may vary in scope and size, and may encompass any type of improvement for the State transportation system including, but not limited to, roadway rehabilitation, widening and/or realignment of existing facilities, relocation of existing facilities, and construction of new facilities. The project location, project limits, purpose, expected results, project deliverables, period of performance, project schedule, and scope of work to be performed shall be described in each Task Order.
  8. Consultant shall be available, on two (2) days’ written notice:
    - a. To meet with Caltrans or other Caltrans meetings.
    - b. To attend public meetings (day and evening) where an expert is required.
    - c. To participate in any public hearings necessary for a Project.
    - d. To provide technical expertise on an “as-needed” basis.
  9. Maintaining a stable work force is essential to the successful completion of Caltrans work. Consultant shall implement a personnel retention plan strategy and shall submit a written plan with the Statement of Qualification submittal.
  10. The Consultant may be expected to spend time for extended assignments to perform A&E services at Caltrans offices. At the sole discretion and convenience of Caltrans, Caltrans may permit Consultant to use office space, office equipment (such as copiers, printers and telephones) and furniture at various Caltrans (field)

offices. Consultant will provide its own computers, office supplies, and related work materials. 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, and the cost rates will reflect the Consultant's lower costs where Caltrans provides office space, office equipment and furniture. 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)). When working on-site in the Caltrans Facilities, the Consultant shall adjust its hours to meet the business needs of Caltrans and shall generally work and be present during Caltrans building business hours (which are 8:00 a.m. - 5:00 p.m.) The business hours can be adjusted in different Task Orders.

E. 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 WSG 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 WBS shall apply during the life of this Contract. Refer to the attachment template used with this base template for the WBS activities applicable to this Contract.

F. 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 Consultant 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 Consultant 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, delete 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 and additional 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 or designee 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 or designee shall evaluate the adequacy (quality and quantity) of the work performed by the Consultant's personnel, and determining whether the deliverables satisfy the acceptance tests and criteria. The Caltrans Contract Manager may reject any Consultant personnel who are 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 that the Consultant provide another qualified person be assigned as needed. The Consultant personnel shall

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

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 temporary substitute employee until the assigned employee returns to work from the approved leave. The Consultant 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. Consultant personnel shall receive prior written approval from the Caltrans Contract Manager to work on this Contract.
11. Other project personnel who are not identified on the Consultant's cost proposal shall also satisfy appropriate minimum qualifications for assigned Task Orders. Caltrans' prior written approval is required for all personnel not identified on the Consultant's organization chart or the Consultant's cost proposals before providing services under this Contract.
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 the Caltrans personnel shall not be provided by the Consultant under this Contract.
13. In location(s) where the Consultant personnel is expected to work for extended period(s) of time, the Consultant shall either relocate the personnel or make every effort to hire local persons.

14. The attachment scopes chosen for this contract, as indicated in the Required Services section previously, will specify personnel requirements for the Consultant depending on the work. The attachment template used with this base template to create a scope of work is as follows:

A - Construction Claims Support

15. The Consultant and all subconsultants, shall throughout the life of the Contract, retain within its firm, a staff of people who shall be properly licensed and certified in accordance with the laws of the State of California and qualified to perform all aspects of the required work described in this Contract and all work specified in a Task Order along with any emergencies that may arise during the life of this Contract. The Consultant shall be prepared to provide additional personnel, as necessary, during the period performance of this Contract to accommodate the work.

At the request of the Caltrans Contract Manager, Consultant personnel will complete security and privacy awareness training each year, see <http://itsecurity.dot.ca.gov/training>.

Consultant personnel whose work involves field work must:

- a. Have current certification of Defensive Driving Training and current California Driver's License.
- b. Have attended an 8 hr. Construction Safety Orientation Class prior to being assigned to work on Caltrans projects and current on annual refresher class. (See Section on Field Safety for additional requirements.)

G. Consultant Contract Manager.

The Consultant Contract Manager shall coordinate work-related matters and Consultant's operations under this Contract with the Caltrans Contract Manager in coordination with the Caltrans Task Order Manager, Functional Manager, District/Region Area Construction (Claims) Engineer and Resident Engineer,

The Consultant Contract Manager shall have a minimum of five (5) years of responsible experience performing the duties as a contract manager for similar Construction Claims Services contracts. The Consultant Contract Manager shall be knowledgeable about all Caltrans policies and procedures. The Consultant Contract Manager shall have a documented minimum ten (10) years of demonstrated experience acceptable to Caltrans in Construction Claims Services work. The Consultant Contract Manager shall be a Registered Professional Engineer licensed in the State of California in good standing with the California State Board for Professional Engineers, Land Surveyors, and Geologists at all times

during the Contract period, to perform the tasks described in this Contract and in the Task Orders. The Consultant Contract Manager shall be an employee of the prime Consultant.

In addition to other specified responsibilities, the Consultant Contract Manager shall be responsible for all matters related to the Consultant's personnel, Subconsultants, Roadway Construction Services work, and Consultant's and Sub-Consultants' 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 Contract and all specific Task Order requirements.
- o. Possessing knowledge, experience, and familiarity with prevailing wage issues and requirements in State of California.
- p. Possessing knowledge, experience, and familiarity in reviewing the Critical Path Method (CPM) schedules and providing expert comments.
- q. Attending meetings with the Caltrans Functional Managers for project CPM activities.

- r. Monitoring the health and safety of personnel working in a hazardous environment in accordance with all applicable Federal, State, and Local regulations.

#### H. Consultant Task Order Manager.

For each Task Order, if required by Caltrans Contract Manager, 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 (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.

#### I. Consultant Responsible Person.

1. The attachment scope(s) of work for this contract will indicate specific personnel requirements for the Consultant Responsible Person, depending on the work. The attachment template used with this base template to create a complete scope of work is as follows:

##### A- Construction Claims Support

2. In this Contract, a person who is authorized to review and approve Consultant analytical results, plans, designs, specifications, estimates, notes, calculations, analysis, reports, graphics, drawings, visual simulations, studies, product, data, manuals, details, other documents, other items, and deliverables in place of the Consultant Contract Manager shall be hereafter referred to as the Consultant Responsible Person for a particular attachment scope (A).
3. The Consultant Responsible Person's minimum requirements will be specified in each attachment scope of work (A).
4. The Consultant Responsible Person shall be currently employed by the Consultant or its Subconsultants at the time the deliverables are submitted to Caltrans for consideration under the review and acceptance process.
5. All analytical results, plans, designs, specifications, estimates, notes, calculations, analysis, reports, graphics, drawings, visual simulations, studies, product, data, manuals, details, other documents, other items, and deliverables under this Contract not fully approved by Caltrans bearing the signature of the Consultant Responsible Person shall be replaced by analytical results, estimates, notes, calculations,

analysis, reports, graphics, drawings, product, data, details, other documents, other items, and deliverables under this Contract bearing the signature of a qualified replacement Consultant Responsible Person who is currently employed by the Consultant or its Subconsultants. In such an event, no additional time shall be allowed or cost reimbursed to the Consultant without the prior written approval of the Caltrans Contract Manager.

6. All of the Consultant's work shall be conducted under the direction of the Consultant Contract Manager who shall have the appropriate experience as described in this Contract. All analytical results, plans, designs, specifications, estimates, notes, calculations, analysis, reports, graphics, drawings, visual simulations, studies, product, data, manuals, details, other documents, other items, and deliverables under this Contract requiring the Consultant Responsible Person's signature, shall be produced by the responsible Consultant personnel having appropriate experience, and shall be signed by the Consultant Responsible Person.

J. Consultant Availability and Work Hours.

1. The typical workday includes all hours worked by the Caltrans construction contractor on the project as identified in the Task Order and also as directed by the Caltrans Contract Manager. Unless otherwise specified in the Task Order or directed by the Caltrans Contract Manager, 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. Consultant Contract Manager shall be responsible for providing Consultant personnel who can satisfy the requirements set forth in this Agreement.

If Caltrans determines that the Consultant's services and work product need to be received outside of normal business hours (including instances where receipt is required to avoid danger to life or property), the Consultant may be directed to provide its services and work product during specific hours during the week (including hours that are outside of normal business hours).

It is anticipated that variations in the Caltrans' construction contract activities will occur. During the contract period, the Caltrans Contract Manager or designee may ask the Consultant Contract Manager to reassign Consultant employees from a project or an office with low activity to assist on another project or office with high activity. The Consultant Contract Manager will be notified at least two (2) working days prior to this reassignment.

2. The Consultant's typical work day(s) shall include, but not be limited to, working in conjunction, coordination, and cooperation with all of the following:
  - a. Caltrans Contract Manager
  - b. Caltrans District Construction Staff
  - c. Caltrans Construction Resident Engineer
  - d. Caltrans Construction Contractor(s) and subcontractor(s)
  - e. Other State and/or Local Agencies
3. The Consultant shall obtain approval from the Resident Engineer prior to entering any Caltrans' project construction site.
4. The Consultant shall obtain approval from the Caltrans Facility Manager prior to conducting activities within a maintenance station or other Caltrans facility.

K. General Requirements.

1. 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, other documents, other items, and deliverables required by this Contract according to requirements of this Contract and applicable Caltrans Manuals for the work.
2. If directed by the Caltrans Contract Manager, the Consultant shall prepare and update a comprehensive Critical Path Method (CPM) network diagram, Bar Chart Schedule, Logic Network Schedule, and the Caltrans Work Breakdown Structure (WBS) for each Task Order issued by the Caltrans Contract Manager showing a deliverables schedule as well as other relevant data to monitor project progress, Consultant's work control, and Caltrans review of work status, if required in the Task Order. The relevant data shall include a list of activities with budgeted cost, milestones, and target date for completion of each activity. The minimum number of task details shall be identified in the Task Order. This workplan shall be updated once a month to show the approved baseline schedule and the actual progress schedule.

Caltrans shall review these documents and return them to the Consultant with notes and comments as soon as possible in order to validate the planning and cost control procedures within the first calendar month of performance period.

3. The Consultant's timesheet/invoices/expenses shall be subject to the review of the Consultant Contract Manager and the subsequent review and the approval of the Caltrans Task Order Manager before submitting timesheets, invoices, or expense reimbursement requests for payment.

4. 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.
5. The work shall not be performed when conditions prevent a safe and efficient operation, and shall only be performed with written authorization by Caltrans.
6. 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.
7. The Consultant Contract Manager or designee may advise the Consultant's Contract Manager of the perceived need to have the Consultant's employees to work overtime to meet Task Order schedules, and the Consultant's Contract Manager shall take effective measures to address the Caltrans Contract Manager's need. All overtime shall be pre-approved by the Caltrans Contract Manager or designee. Overtime pay shall be paid to only persons covered by the Fair Labor Standards Act.
8. All Consultant personnel are required to sign a confidentiality and nondisclosure agreement.
9. The Consultant may not disclose any information to third parties without prior written approval of the Caltrans Contract Manager.
10. The Consultant shall only provide incidental non-Architectural and Engineering (A&E) services, such as 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.

11. 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.
12. The Consultant shall include the Caltrans Contract Manager in written communications to other Caltrans personnel for any clarification on the scope of work.

L. 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 or designee 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 interpretation of the instructions, directions, work product and outputs that are described in the Task Order.
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. If the Consultant anticipates that funding for work will be insufficient to complete work, the Consultant shall promptly notify the Caltrans Contract Manager.
10. The Consultant shall submit personnel resumes for all of the personnel that it and its Subconsultants propose to use for this Contract. When the Consultant proposes to add personnel to cost proposals, the Consultant shall submit updated cost proposals to Caltrans. The Caltrans Contract Manager may request that the update be for either the incremental change or the complete list. The Consultant shall

provide the electronic copy of the cost proposals and subsequent proposed changes to the cost proposals in Microsoft Excel format, version 2013 or format currently in use by Caltrans. All resumes and cost proposals to add personnel must be submitted and approved by the Caltrans Contract Manager prior to being submitted to other Caltrans staff.

M. General Equipment Requirements.

1. The Consultant or its Subconsultants shall not incorporate any materials or equipment of a single or sole source origin without the advance written approval of Caltrans.
2. The Consultant may claim reimbursement for providing equipment or supplies. However, such claimed costs shall be in compliance with 48 Code of Federal Regulation (CFR), Chapter 1, Part 31 (Federal Acquisition Regulation - FAR cost principles) and 2 CFR, Part 200, and be consistent with the Consultant's company-wide allocation policies and charging practices with all clients including federal government, state governments, local agencies, and private clients.

N. Roadway Construction Services 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, fax machines, calculators, data collectors and their necessary attachments and accessories.
- c. Data processing systems, software packages, reference materials, or other tools, including hardware and software, used in providing transportation engineering deliverables. This includes, but not be limited to, the following:
  - i. Microsoft Office Software (including, but not limited to, Word, Excel, PowerPoint).
  - ii. Adobe Acrobat Professional version 5 or later.
  - iii. Critical Path Method (CPM) software, with Primavera Project Planner (P3, P6) and SureTrak, or any updated version, as a minimum; Scheduler Analyzer Pro; and Microsoft Project. The Consultant shall have access to additional industry standard CPM software, as used by the contractors.
- d. The Consultant shall provide a computer system for each person working under a Task Order that meets the Caltrans current specifications. Caltrans

reserves the right to provide the computer equipment and access to computer system if such items are beneficial to Caltrans' interest.

- e. Reference material, or other tools, used in providing deliverables.
- f. 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.
- g. In-house printing, reproduction, and delivery services.

2. Field Equipment and Supplies:

Consultant shall have and provide adequate field tools, instruments, equipment, materials, supplies, and safety equipment to complete the required field work and that meet or exceed Caltrans Specifications per the Caltrans Manuals. 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. Sufficient vehicles suitable for the work to be performed and terrain conditions of the project sites. Vehicles shall be fully equipped with all necessary tools, instruments, equipment, materials, supplies, and safety equipment required for the efficient operation of the Consultants' field personnel, including cellphones. Each vehicle shall have a load carrying capacity of 1500 pounds of materials and equipment. Each Vehicle shall have sufficient ground clearance to safely maneuver through highway construction sites while fully loaded with equipment and materials. Each vehicle shall have overhead flashing amber light(s), visible from all sides (360 degrees), with a driver control switch; locking toolbox; fire extinguisher; and first aid kit. Vehicles without side windows shall not be used. All vehicles shall be clearly marked as to ownership. Each vehicle shall be equipped to meet Caltrans safety requirements.
- b. A laptop computer or tablet with appropriate software. An aircard may be required by Caltrans by written notice.
- c. Communication device: Mobile telephone, cell phone shall be compatible with the current Caltrans cellular phone system.
- d. Hand tools such as shovels, gloves, pick, measuring tape, buckets, wheel barrow, heat gun, sledge hammer, concrete and asphalt thermometers, clip board, calculator, and peg book.
- e. All necessary safety equipment including, but not limited to, fire extinguisher, hard-soled safety footwear, white hard hats, eye protection, hearing protection, and approved safety attire as appropriate for the

requested field work to be performed safely and efficiently within operating highway and construction zone environments.

- f. Digital Camera.
  - g. Electronic Calculator
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.
  4. Consultant shall use all necessary equipment, tools, and instruments provided by Caltrans to perform the work identified in this scope of work accurately, efficiently, and safely. Consultant personnel shall use Caltrans equipment with the utmost care. Any negligent damage caused to Caltrans equipment shall be the responsibility of the Consultant.
  5. Inertial Profilograph—If specified in the Task Order, the Consultant shall provide an Inertial Profilograph and properly certified operator. The equipment and operator shall in in accordance to current Caltrans specifications.
  6. Consultant shall possess and skillfully operate:
    - a. Critical Path Method (CPM) software, with Primavera Project Planner (P3, P6) and SureTrak, or any updated version, as a minimum; Scheduler Analyzer Pro; and Microsoft Project. The Consultant shall have an access to use additional industry standard CPM software, used by the contractors.
    - b. Microsoft Office (Word, Excel, PowerPoint, and others) software.
    - c. Full-size plotter.
    - d. Laptop computer.
  7. Consultant shall be capable of providing:
    - a. Full-size color plots of CPM charts and graphs.
    - b. A digital electronic calculator, laptop computer with Wireless Network connection and printer.
- O. Standards.
1. 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, including compliance with Federal Highway Administration (FHWA) and State guidelines for implementing those requirements; and any permits, licenses, agreements or certifications that apply to specific Task Orders; the terms and conditions of this Contract; and current Caltrans Manuals and any future revisions. 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.

2. 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](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](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](http://www.leginfo.ca.gov/.html/prc_table_of_contents.html)
- h. Caltrans Highway Design Manual:  
<http://www.dot.ca.gov/hq/oppd/hdm/hdmtoc.htm>  
<http://www.dot.ca.gov/hq/oppd/hdm/hdmtoc.htm#hdm>
- i. Manual of Uniform Traffic Control Devices (MUTCD):  
California Manual on Uniform Traffic Control Devices:  
<http://mutcd.fhwa.dot.gov/>  
<http://www.dot.ca.gov/hq/traffops/signtech/mutcdsupp>  
[http://www.dot.ca.gov/hq/traffops/signtech/mutcdsupp/ca\\_mutcd.htm](http://www.dot.ca.gov/hq/traffops/signtech/mutcdsupp/ca_mutcd.htm)  
<http://www.dot.ca.gov/hq/traffops/engineering/mutcd/index.htm>
- j. Caltrans Traffic Manual and Manual on Uniform Traffic Control Devices (MUTCD) 2003 California Supplement:  
<http://www.dot.ca.gov/hq/traffops/signtech/signdel/trafficmanual.htm>  
<http://www.dot.ca.gov/hq/traffops/signtech/signdel/trafficmanual-current.htm>  
<http://www.dot.ca.gov/hq/traffops/engineering/control-devices/trafficmanual-current.htm>  
<http://www.dot.ca.gov/hq/traffops/signtech/mutcdsupp>  
[http://www.dot.ca.gov/hq/traffops/signtech/mutcdsupp/ca\\_mutcd.htm](http://www.dot.ca.gov/hq/traffops/signtech/mutcdsupp/ca_mutcd.htm)
- k. Caltrans Traffic Impact Studies (TIS) Guidelines:

<http://www.dot.ca.gov/hq/traffops/developserv/operationalsystems/reports/tisguide.pdf>  
<http://www.dot.ca.gov/dist1/d1transplan/tisguide-Dec02.pdf>

- l. Caltrans Surveys Manual:  
[http://www.dot.ca.gov/hq/row/landsurveys/SurveysManual/Manual\\_TOC.html](http://www.dot.ca.gov/hq/row/landsurveys/SurveysManual/Manual_TOC.html)
- m. Caltrans Construction Manual:  
<http://www.dot.ca.gov/hq/construc/constmanual/>  
<http://www.dot.ca.gov/hq/construc/manual2001/>
- n. Construction Manual:  
Chapter 5 Section 1 Project Records and Reports  
<http://www.dot.ca.gov/hq/construc/constmanual/chapter5/sec5-1.pdf>
- o. Caltrans Construction Manual: Traffic Safety Guidelines:  
[http://www.dot.ca.gov/hq/construc/manual2001/chapter2/chp2\\_2.pdf](http://www.dot.ca.gov/hq/construc/manual2001/chapter2/chp2_2.pdf)
- p. Caltrans Surveys Manual - Chapter 12: Construction Staking Handbook  
Construction Staking Handbook:  
Construction Staking: Chapter 12 of Caltrans Surveys Manual:  
[http://www.dot.ca.gov/hq/row/landsurveys/SurveysManual/12\\_Surveys.pdf](http://www.dot.ca.gov/hq/row/landsurveys/SurveysManual/12_Surveys.pdf)
- q. Caltrans Standard Plans and Standard Specifications:  
Caltrans Specification and Estimate Procedures:  
<http://www.dot.ca.gov/hq/esc/oe/>  
<http://www.dot.ca.gov/hq/esc/oe/standards.php>  
<http://www.dot.ca.gov/hq/esc/oe/conststand.html>  
[http://www.dot.ca.gov/hq/esc/oe/construction\\_standards.html](http://www.dot.ca.gov/hq/esc/oe/construction_standards.html)  
[http://www.dot.ca.gov/hq/esc/oe/project\\_plans/](http://www.dot.ca.gov/hq/esc/oe/project_plans/)  
[http://www.dot.ca.gov/hq/esc/oe/project\\_plans/highway\\_plans/stdplans\\_US-customary-units\\_10/viewable\\_pdf/2010-Std-Plns-for-Web.pdf](http://www.dot.ca.gov/hq/esc/oe/project_plans/highway_plans/stdplans_US-customary-units_10/viewable_pdf/2010-Std-Plns-for-Web.pdf)  
[http://www.dot.ca.gov/hq/esc/oe/construction\\_contract\\_standards/std\\_specs/2010\\_StdSpecs/2010\\_StdSpecs.pdf](http://www.dot.ca.gov/hq/esc/oe/construction_contract_standards/std_specs/2010_StdSpecs/2010_StdSpecs.pdf)  
[http://www.dot.ca.gov/hq/esc/oe/project\\_plans/HTM/06\\_plans\\_disclaim\\_US.htm](http://www.dot.ca.gov/hq/esc/oe/project_plans/HTM/06_plans_disclaim_US.htm)  
[http://www.dot.ca.gov/hq/esc/oe/project\\_plans/highway\\_plans/stdplans\\_US-customary-units\\_10/viewable\\_pdf/2010-Std-Plns-for-Web.pdf](http://www.dot.ca.gov/hq/esc/oe/project_plans/highway_plans/stdplans_US-customary-units_10/viewable_pdf/2010-Std-Plns-for-Web.pdf)
- r. Standard Plans 2002 Dual Units:  
[www.dot.ca.gov/hq/esc/oe/2002\\_SP\\_updates.html](http://www.dot.ca.gov/hq/esc/oe/2002_SP_updates.html)  
[http://www.dot.ca.gov/hq/esc/oe/project\\_plans/HTM/stdplns-dual-new02.htm](http://www.dot.ca.gov/hq/esc/oe/project_plans/HTM/stdplns-dual-new02.htm)

- s. Caltrans Standard Special Provisions:  
<http://www.dot.ca.gov/hq/esc/oe/conststand.html>  
[http://www.dot.ca.gov/hq/esc/oe/construction\\_standards.html](http://www.dot.ca.gov/hq/esc/oe/construction_standards.html)
- t. Caltrans Right of Way Manual:  
<http://www.dot.ca.gov/hq/row/rowman/manual/index.htm>  
<http://www.dot.ca.gov/hq/row>
- u. Caltrans Project Management Handbook:  
<http://www.dot.ca.gov/hq/projmgmt/guidance.htm>  
[http://www.dot.ca.gov/hq/projmgmt/documents/pmhb\\_5thed.pdf](http://www.dot.ca.gov/hq/projmgmt/documents/pmhb_5thed.pdf)
- v. Caltrans Storm Water Quality Handbooks, Manuals, Project Planning, and Design Guide:  
Caltrans Storm Water Quality Handbooks:  
Caltrans Storm Water Quality Handbooks and Manuals:  
Caltrans Storm Water Project Planning and Design Guide:  
<http://www.dot.ca.gov/hq/oppd/stormwtr/>  
<http://www.dot.ca.gov/hq/construc/stormwater/manuals.htm>
- w. Caltrans Project Management Directives:  
[http://pd.dot.ca.gov/pm/ProjectOffice/ProcessGuidance\\_Directives/Guidance\\_DirectivesHome.asp](http://pd.dot.ca.gov/pm/ProjectOffice/ProcessGuidance_Directives/Guidance_DirectivesHome.asp)
- x. Caltrans Project Risk Management Handbook:  
[http://www.dot.ca.gov/hq/projmgmt/guidance\\_prmhb.htm](http://www.dot.ca.gov/hq/projmgmt/guidance_prmhb.htm)
- y. Quantitative Risk Analysis section (page 14) of Caltrans Project Risk Management Handbook:  
[www.dot.ca.gov/hq/.../caltrans\\_project\\_risk\\_management\\_handbook\\_20070502.pdf](http://www.dot.ca.gov/hq/.../caltrans_project_risk_management_handbook_20070502.pdf)  
[http://www.dot.ca.gov/hq/projmgmt/documents/prmhb/archive/caltrans\\_project\\_risk\\_management\\_handbook\\_20070502.pdf](http://www.dot.ca.gov/hq/projmgmt/documents/prmhb/archive/caltrans_project_risk_management_handbook_20070502.pdf)
- z. Project Management Institute (PMI) "A Guide to the Project Management Body of Knowledge":  
[www.pmi.org](http://www.pmi.org)
- aa. Caltrans Standard Environmental Reference Webpage:  
Caltrans Standard Environmental Reference (SER), Caltrans Environmental Handbook, Volume I, Volume II, Volume III, and Volume IV:  
<http://www.dot.ca.gov/ser/>

- <http://www.dot.ca.gov/ser/envhand.htm>
- bb. Caltrans Standard Environmental Reference, Biological Resources:  
<http://www.dot.ca.gov/ser/vol3/vol3.htm>
- cc. Caltrans Technical Publications and Manuals:  
<http://www.dot.ca.gov/hq/esc/techpubs/>
- dd. Construction Policy Bulletins (CPBs):  
<http://www.dot.ca.gov/hq/construc/manual2001/CPBindex.HTM>
- ee. Caltrans Environmental Handbook:  
<http://www.dot.ca.gov/ser/envhand.htm>
- ff. California Test Methods:  
<http://www.dot.ca.gov/hq/esc/ctms/index.html>
- gg. Caltrans Value Analysis Program:  
<http://www.dot.ca.gov/hq/oppd/value>
- hh. AASHTO Pavement Design Guidance:  
<https://bookstore.transportation.org>
- ii. Superpave Mix Design Standards:  
<http://www.asphaltinstitute.org>
- jj. Federal Highway Administration Title 23, Code of Federal Regulations, 637B:  
<http://www.fhwa.dot.gov/legregs/directives/fapg/cfr0637b.htm>
- kk. Independent Assurance Manual:  
[http://www.dot.ca.gov/hq/esc/Translab/ormt/IA\\_reports/2005\\_IA\\_Maunal.pdf](http://www.dot.ca.gov/hq/esc/Translab/ormt/IA_reports/2005_IA_Maunal.pdf)
- ll. Caltrans Trenching and Shoring Manual:  
[http://www.dot.ca.gov/hq/esc/construction/manuals/OSCCompleteManuals/TS\\_Terms.pdf](http://www.dot.ca.gov/hq/esc/construction/manuals/OSCCompleteManuals/TS_Terms.pdf)
- mm. Manual of Traffic Controls for Construction and Maintenance Work Zones:  
<http://www.dot.ca.gov/hq/traffops/engineering/mutcd/pdf/camutcd2014/Part6.pdf>  
<http://www.dot.ca.gov/hq/traffops/engineering/control-devices/pdf/TMChapter5.pdf>

- nn. Median Barrier Guidelines.  
(Not available on the internet)
- oo. Standard Test Methods.  
(Not a Caltrans Publication)
- pp. Division of Construction Oversight Engineer Field Guidelines.  
Chapter 4 Project Completion.  
<http://www.dot.ca.gov/hq/construc/oversightengineerfieldguidelines2005.pdf>
- qq. Caltrans Encroachment Permits Manual.  
Chapter 206.2A As-Built Plans and Other Completion Records.  
[http://www.dot.ca.gov/hq/traffops/developserv/permits/encroachment\\_permits\\_manual/index.html](http://www.dot.ca.gov/hq/traffops/developserv/permits/encroachment_permits_manual/index.html)
- rr. Caltrans Guidance Manual: Storm Water Monitoring Protocols:  
<http://www.dot.ca.gov/hq/env/stormwater/index.htm>  
<http://www.dot.ca.gov/hq/env/stormwater/ongoing/monitoring/>
- ss. Guide to the Caltrans Capital Project Work Breakdown Structure (WBS).
- tt. Caltrans Survey Engineer's File (SEF) Oversight Guideline.
- uu. Caltrans Manual on High and Low Risk Underground Facilities.
- vv. Caltrans Formatted Highway Plan Sheets.
- ww. Caltrans Construction Site Best Management Practices Guide.

P. Field Safety.

In addition to the requirements specified elsewhere in this Contract, the following also shall 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 ([http://www.dot.ca.gov/hq/opo/safety/safetymanual\\_toc.htm](http://www.dot.ca.gov/hq/opo/safety/safetymanual_toc.htm)), Caltrans Surveys Manual ([http://www.dot.ca.gov/hq/row/landsurveys/SurveysManual/Manual\\_TOC.html](http://www.dot.ca.gov/hq/row/landsurveys/SurveysManual/Manual_TOC.html)), Caltrans Laboratory Safety Manual ([http://www.dot.ca.gov/hq/esc/ctms/pdf/lab\\_safety\\_manual.pdf](http://www.dot.ca.gov/hq/esc/ctms/pdf/lab_safety_manual.pdf)), Caltrans Traffic Manual (<http://www.dot.ca.gov/hq/traffops/signtech/signdel/trafficmanual.htm>) 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 attire. The Consultant's personnel shall wear hard-soled safety footwear, white hard hats, eye protection, hearing protection, and approved safety vests at all times while working in the field.
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.
6. The Consultant shall conform to all safety requirements for testing and storage of nuclear gauges.
7. The Consultant shall provide, at no cost to Caltrans, a valid Thermoluminescent Dosimeters (TLD) badge to each Consultant employee engaged in nuclear gauge testing to meet the safety requirement by the California Department of Public

Health. Quarterly radiation exposure reports and yearly operator's radiation safety training shall be submitted to Caltrans' District Radiation Safety Officer.

8. Any safety violations committed by the consultant personnel may be cause for termination

Q. 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 a description of Caltrans procedures, practices, and requirements for the specific work to be performed and sharing of project related files and notes. However, if the orientation instructions conflict with the contract or task order requirements, the Contract and the executed Task Order shall prevail over any descriptions provided.

R. Monitoring and Review Procedure.

1. The Caltrans Contract Manager shall have the unilateral right to monitor and review the progress and processes of the Consultant related to work performed under this Contract.
2. The performance of the Consultant Contract 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 personnel; the Consultant shall immediately replace personnel with individuals whose qualifications at a minimum equal those of the personnel replaced at no additional cost to Caltrans. Evaluation includes, but not be limited to, the following:
  - a. Job performance.
  - b. Quality of Work.
  - c. Timely submittal of reports, invoices, daily diaries, and other required documents.
  - d. Early detection of problems and timely resolutions.
  - e. Requesting timely approval for personnel changes and travel expenditure.
  - f. Responsiveness and ability to control costs.
  - g. DBE or DVBE Participation.
  - h. Conflicts of interest.

Poor performance and any negative evaluations may result in the request for replacement of the Consultant Contract Manager, key personnel, or any personnel; the need to replace key personnel shall reflect adversely on the Consultant's

performance evaluation, and if warranted, may result in the termination of the Contract per Exhibit D, Section III, Termination of the Contract.

S. General 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, shall be returned at the end of the Contract. The Consultant shall use the materials in the execution of the specific work described in the Task Order. These materials may include, but not be limited to, the following:

1. Appropriate background or reference information for each Task Order.
2. Project special provisions, full-size and reduced-size sets of project plans, materials information handout, and construction contract and proposal, as necessary.
3. Caltrans standardized forms.
4. Caltrans shall provide Permits to Enter for private property access. The Consultant shall notify Caltrans, in writing, sufficiently in advance of its need to enter upon private property or facility to perform work. The Consultant's notice shall specify the date, purpose, duration, location, and the time of day of the Consultant's activities. The Consultant shall not perform work on property outside of the Caltrans right-of-way until Caltrans has obtained an entry permit from the property owner. The Consultant is responsible for notifying the property owner 48 hours in advance of entering the property, unless otherwise specified in the Permit. The Consultant shall notify the Caltrans Contract Manager within 48 hours if permission has been denied. The Consultant personnel shall carry the Permits to Enter on their person while performing work outside the Caltrans Right-of-Way. No work shall be performed by the Consultant outside the Caltrans Right-of-Way without Permits to Enter. The Consultant shall comply with all conditions imposed by the Caltrans Contract Manager and requirements set forth in the Permit to Enter. The Consultant shall be responsible for any damages that consultant did to owner property at Consultant's own expense.
5. Appropriate background information, site topographic maps, as-built drawings, blank Caltrans plan sheet overlays, digital electronic seed files, cell libraries, lane closure request forms, right-of-way alignments and survey limits, preliminary utility location maps, areas where focused studies are needed, Construction Contract Documents, and Shop Drawings, as available, for each Task Order.
6. Digital Electronic templates of Task Order formats.

7. For Contract work on Caltrans' Right-of-Way, an executed contract constitutes the consultant's "Encroachment Permit." The consultant (prime as well as any subconsultants) shall carry a copy of the fully executed contract along with the pertinent Task Order(s) at all times while conducting work for Caltrans within Caltrans' Right-of-Way.
8. All pertinent correspondence and investigations.
9. 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.
10. The Caltrans Contract Manager or Caltrans designee shall review all deliverables for compliance, substance, and quality.

T. Construction Claims Engineering to be provided or made available by Caltrans.

1. Relevant and existing documents, if any are available, that are applicable to the current project within the project limits.
2. Caltrans construction forms as necessary, including digital electronic or hardcopy (as specified by the Caltrans Resident Engineer on the Project) forms.

Note: The Consultant is responsible for the return to Caltrans, in original condition, of all items provided for use under this Contract. The Consultant shall replace, at the Consultant's sole expense, all lost or damaged Caltrans data or materials.

U. Materials to be Provided by the Consultant.

Unless otherwise specified in this 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.

1. The Consultant shall be responsible for obtaining all necessary approvals and permits for Task Order work performed on any property that Caltrans does not own or control, with the exception of private property. The Consultant shall identify all necessary approvals and permits, prepare signature-ready permit applications, and track the status of permit applications, as specified in each Task Order. Also, the Caltrans District NPDES Coordinator shall be notified prior to performance of any work.
2. The Consultant shall provide to its Roadway Construction Services personnel sets of the following that are applicable to the current project:
  - a. Standard Specifications.

- b. Standard Plans.
  - c. Materials listed under section “Equipment Requirements”.
3. 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.

V. 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 the Consultant's duties or responsibilities under this Agreement.

W. 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.

Unless otherwise specified in the Task Order, the deliverables shall conform to the following:

1. Data Format for Unprotected and Modifiable Digital Electronic File Transfers.

The Consultant shall deliver unprotected and modifiable digital electronic files meeting the following requirements and as specified in each Task Order:

- a. Alphanumeric information (80 character, ASCII data type).
  - b. Reports (Acrobat Writer 5 and above).
  - c. Graphs, charts (Acrobat Writer 5 and above).
  - d. Compliance with standard naming convention (including, but not limited to, Project ID, County, Route/PM, Date).
2. The Consultant shall work in close liaison with the Caltrans Contract Manager. Time is of the essence. Caltrans shall exercise review and approval functions through the Caltrans Contract Manager at key points, as specified in each Task

Order. Milestone reviews shall be performed with the Caltrans Contract Manager for the specific performance, products, and deliverables listed in each Task Order.

3. The Consultant shall prepare a cost estimate showing task, subtask, personnel, personnel hours estimated for each task or subtask, and a schedule of deliverables.
4. All analytical results, plans, designs, specifications, estimates, notes, calculations, analysis, reports, graphics, drawings, visual simulations, studies, product, data, manuals, details, other documents, other items, and deliverables required by this Contract shall be prepared on Caltrans standardized forms. Necessary forms shall be provided by Caltrans for the Consultant's use.
5. All analytical results, plans, designs, specifications, estimates, notes, calculations, analysis, reports, graphics, drawings, visual simulations, studies, product, data, manuals, details, other documents, other items, and deliverables required by this Contract shall be submitted in both hardcopy and unprotected and modifiable digital electronic files in the Caltrans-approved forms and in the Caltrans-approved and designated digital electronic formats (Microsoft Word, Microstation, CA ice, AutoCAD Civil 3D, PhotoShop, 8 1/2 x 11 in green, plastic, three ring binder), in accordance with the guidelines in this Contract and each Task Order, and shall conform to Caltrans standards and the requirements of the Caltrans Office Engineer at the end of Contract or when requested by the Caltrans Contract Manager or Caltrans designee. The unprotected and modifiable digital electronic files shall include the responsible person's digital electronic signature and seal. The Consultant shall verify the latest version of software used prior to submittal. The Consultant shall also provide plot parameter (.par) or IPARM (.i) files in accordance with I-Plot standards.
6. At the end of each Task Order or when requested by the Caltrans Contract Manager, the Consultant shall also submit one (1) unprotected and modifiable digital electronic copy of all analytical results, plans, designs, specifications, estimates, notes, calculations, analysis, reports, graphics, drawings, visual simulations, studies, product, data, manuals, details, other documents, other items, and deliverables required by this Contract in a specified digital device format (CD, DVD, and/or flash drive). The file formats shall be specified in each Task Order. Appropriate documentation shall accompany each digital device indicating the contents of each file.
7. When the Consultant is required to prepare and submit analytical results, plans, designs, specifications, estimates, notes, calculations, analysis, reports, graphics, drawings, visual simulations, studies, product, data, manuals, details, other documents, other items, and deliverables required by this Contract and any approved Task Order to Caltrans or review 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 submitted to Caltrans by others, these documents shall be reviewed. They shall be submitted in draft as scheduled and the opportunity provided for Caltrans to provide comments and feedback, prior to final submittal. The specific schedule for Caltrans' review of the Consultant's submittals shall be specified in the Task Order.

The Consultant personnel involved in preparation or review of analytical results, estimates, notes, calculations, analysis, reports, graphics, drawings, visual simulations, studies, product, data, manuals, details, deliverables, backup documents, other documents, and other items shall be identified in the prepared or review report.

8. If the Consultant fails to submit the required analytical results, plans, designs, specifications, estimates, notes, calculations, analysis, reports, graphics, drawings, visual simulations, studies, product, data, manuals, details, other documents, other items, and deliverables required by this Contract and any approved Task Order, Caltrans shall have the right to withhold payment and/or terminate this Contract in accordance with the termination provisions of this Contract per Exhibit D, Section III, Termination. If the Contract is terminated, the Consultant shall, at Caltrans' request, return all materials recovered or developed by the Consultant under the Contract including, but not limited to, photos, field notes, computer data files, maps, artifact collections, catalogs, 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.
9. For each Task Order, a milestone submittal schedule shall be prepared by the Consultant and approved by the Caltrans Contract Manager. Milestones may be changed by written agreement between the Caltrans Contract Manager and the Consultant Contract Manager through an amendment to the Task Order.
10. The Consultant shall prepare and update the Caltrans Work Breakdown Structure (WBS) as set forth in this Contract for each Task Order issued by the Caltrans Contract Manager showing a deliverables schedule. It is expected that the Consultant shall complete and meet the agreed upon schedule for each Task Order. Failure to complete the work based on the agreed upon schedule in the Task Order may result in termination of the Task Order or this Contract. Caltrans may have work completed in any way allowed by law, for which the Consultant shall be liable for any additional costs incurred by Caltrans to complete the work. Such costs may be deducted from amounts due to the Consultant in pending or future invoices, or if the Contract is terminated, may be recouped by any means allowed by law.

11. The Consultant shall maintain a separate complete set of project files for each Task Order issued by the Caltrans Contract Manager performed under this Contract. The Consultant shall maintain two (2) sets of these files. One (1) set shall be maintained on site with the Consultant and the other set shall be updated by the Consultant monthly and delivered to the Caltrans Contract Manager in coordination with the Caltrans Task Order Manager. These files shall be indexed in accordance with Caltrans' Project Development Uniform File System ([http://www.dot.ca.gov/hq/oppd/pdpm/chap\\_pdf/chapt07.pdf](http://www.dot.ca.gov/hq/oppd/pdpm/chap_pdf/chapt07.pdf)). These files shall be made available to the Caltrans Contract Manager during normal working hours and shall be transferred to Caltrans upon completion of work under the Task Order. If requested by the Caltrans Contract Manager, the Consultant shall provide these project files.
12. Deliverables specified in each Task Order shall be delivered to the attention and address indicated in each Task Order.
13. The Consultant shall be capable of working in either English or Metric units.
14. All deliverables shall be prepared in Imperial English Units unless an exception is approved. The units to be used for deliverables shall be addressed within individual Task Orders.
15. 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.
16. Quality Control Plan

Prior to the work, the Consultant shall prepare the quality control plan and the minimum standard of work quality and obtain approval from the Caltrans Contract Manager, in effect for each and every Task Order during the entire time the work is being performed under the Contract. The Consultant shall complete the quality control plan and certify at the completion of work that all measures contained therein were satisfied. Caltrans shall perform quality assurance on the quality control plan to assure that quality control was satisfied.

The Consultant's quality control plan shall establish a process whereby:

- a. All deliverables are reviewed for accuracy, completeness, and readability before submittal to Caltrans.
- b. Calculations and plans are independently checked, corrected and re-checked.
- c. All job-related correspondence and memoranda are routed and received by affected persons and then filed in the appropriate Task Order file.

- d. Field activities are routinely verified for accuracy and completeness, such that any discovered deficiencies do not become systemic or affect the result of a Task Order deliverable.

The Consultant shall provide an outline of the quality control program before a specific task begins and shall identify critical quality control reviews within each Task Order. The Caltrans Contract Manager shall periodically request evidence that the quality control/quality assurance plan is functioning. All analytical results, plans, designs, specifications, estimates, notes, calculations, analysis, reports, graphics, drawings, visual simulations, studies, product, data, manuals, details, deliverables, backup documents, other documents, and other items required by this Contract submitted to the Caltrans Contract Manager for review shall be marked clearly as being fully checked or unchecked, and that the preparation of the material followed the quality control plan established for the work. The Quality Control/Quality Assurance (QC/QA) plan shall contain provisions for the development of appropriate “checklists” to maintain product quality and control. These “checklists” shall be delivered to the Caltrans Contract Manager with the QC/QA plan. The Consultant shall update these documents when directed by the Caltrans Contract Manager. Within thirty (30) calendar days of the Notice to Proceed (NTP), the Consultant shall submit to the Caltrans Contract Manager or Caltrans designee a job specific QC/QA plan and staffing plan.

17. Subject to Caltrans review, approval, and acceptance, the Consultant has total responsibility for and shall verify the accuracy and completeness of the analytical results, plans, designs, specifications, estimates, notes, calculations, analysis, reports, graphics, drawings, visual simulations, studies, product, data, manuals, details, other documents, other items, and deliverables required by this Contract prepared by the Consultant or its Subconsultants for the projects as specified in this Contract and in each Task Order. All analytical results, plans, designs, specifications, estimates, notes, calculations, analysis, reports, graphics, drawings, visual simulations, studies, product, data, manuals, details, other documents, other items, and deliverables required by this Contract shall be reviewed by Caltrans for conformity with project standards and the requirements in the Task Order and this Contract. The analytical results, plans, designs, specifications, estimates, notes, calculations, analysis, reports, graphics, drawings, visual simulations, studies, product, data, manuals, details, other documents, other items, and deliverables required by this Contract are subject to Caltrans’ review, approval, and acceptance. Reviews by Caltrans do NOT include detailed review or checking of major components, quantitative calculations, related details or accuracy of information. The responsibility for accuracy and completeness of such items remains solely that of the Consultant.

18. The Caltrans Contract Manager shall address all questions which may arise as to the quality or acceptability of deliverables furnished and work performed for this Contract.
19. Prepare the analytical results, plans, designs, specifications, estimates, notes, calculations, analysis, reports, graphics, drawings, visual simulations, studies, product, data, manuals, details, other documents, other items, and deliverables required by this Contract in accordance with prevailing industry standards and in a form acceptable to the Caltrans Contract Manager. These items shall identify the preparer, the designated reviewers, and the criteria for acceptance. The deliverables shall satisfy the Caltrans acceptance criteria and tests. The work product shall be complete, of neat appearance, well-organized, technically and grammatically correct, independently checked for error, checked by designated reviewers (Caltrans and Consultant Personnel), dated, and shall conform to industry standards and all applicable Caltrans, State, and Federal Standards, Requirements, and Procedures. All deliverables shall be approved by the Caltrans Contract Manager or Caltrans designee.

The minimum standard of appearance, organization, and content of 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, shall be that of similar types produced by Caltrans and set forth in related Caltrans manuals.

Caltrans and the Consultant shall develop and agree to a schedule for the services and deliverables to be completed and delivered, and where appropriate, for acceptance criteria and acceptance tests that the services and deliverables must satisfy as a prerequisite for approval by Caltrans. All deliverables shall satisfy the Standards set forth in "Standards" Section in order to be accepted for payment.

X. Roadway Construction Services Deliverables.

1. The Consultant shall obtain written approval from Caltrans for all analytical results, plans, designs, specifications, estimates, notes, calculations, analysis, reports, graphics, drawings, visual simulations, studies, product, data, manuals, details, other documents, other items, and deliverables required by this Contract. If there are no Caltrans standardized forms, the format and content requirements for 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 shall be specified in each Task Order.

2. All Roadway Construction Services analytical results, plans, designs, specifications, estimates, notes, calculations, analysis, reports, graphics, drawings, visual simulations, studies, product, data, manuals, details, other documents, other items, and deliverables required by this Contract performed on computer shall be delivered to Caltrans including, but not limited to, the formats specified below:
  - a. 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. The pdf file shall:
    - i. Contain functioning bookmarks, indexes, tables of contents or other hyperlinks as required by the Task Order.
    - ii. Be configured (e.g. bookmarks, indexes, table of contents, thumbnails, annotations, signatures, and security settings) as required, or as directed by the Task Order.
    - iii. Be optimized for use by Adobe Acrobat Reader 10 or newer.
  - b. Text-based documents shall also be submitted in Microsoft Word format, version 2013. 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.
  - c. 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.
  - d. Spreadsheet files shall be submitted in Microsoft Excel format, version 2013, or format currently in use by Caltrans.
  - e. Word processing files shall be submitted in Microsoft Word format, version 2013, or format currently in use by Caltrans.
  - f. Database files shall be submitted in Microsoft Access format, version 2013, or format currently in use by Caltrans.
  - g. The Consultant shall not format digital electronic files as “view only” or “read only” unless so specified in the Task Order.
  - h. Other - As specified in the Task Order.
  - i. All scheduling deliverables and documents performed on computer shall be delivered to Caltrans in the specified formats per executed Task Orders.
  - j. Schedules in Critical Path Method (CPM) software, with Primavera Project Planner (P3, P6) and SureTrak, or any updated version, as a minimum; Scheduler Analyzer Pro; and Microsoft Projects. The Consultant shall have

an access to use additional industry standard CPM software, used by the contractors.

Y. Conflict of Interest

The Consultant, its subconsultants and their subsidiaries thereof who may provide, has provided, or is currently providing design engineering services and/or construction engineering services under a contractual relationship with a construction contractor(s) on any Caltrans project listed in this Scope of Work, must disclose the contractual relationship, the dates and the nature of the services (either actually provided or potentially to be provided under the contract(s)).

The Consultant, its subconsultants and their subsidiaries are required to disclose in the SOQ and throughout the term of the awarded contract any design engineering services including claim services, lead project management services and construction engineering services provided to Caltrans and all consultant clients which either actually provided or potentially to be provided under that contract(s) on the projects listed in this SOW.

Throughout the contract term, the Consultant will ensure that the consultant and its subconsultants will agree that, prior to providing any engineering services to any construction contractor on any of the Caltrans projects listed in this SOW, it will disclose all actual and potential business relationship and mitigation efforts, if any, to eliminate any conflicts of interest and will submit a written request, and seek Caltrans' consent to render those services.

The submitted documentation regarding conflicts of interest will be used for determining potential conflicts of interest; Caltrans will use this documentation to determine whether the consultant or subconsultant may work on specific projects. A conflict of interest may include a situation in which, during the term of the Contract, the consultant or any subconsultants provide engineering services to a construction contractor who is awarded a contract with Caltrans on a project for which the consultant or subconsultant is working on an assigned Task Order under this contract. In this situation, the Consultant must immediately notify the Caltrans Contract Manager regarding the conflict. The Caltrans Contract Manager will then terminate the Task Order involving the conflict of interest and Caltrans may obtain the conflicted services in any way allowed by law. Failure by the Consultant to notify the Caltrans Contract Manager is grounds for termination of the contract for default pursuant to Exhibit D, Section III, Termination, of the awarded Contract. The Consultant and its subconsultants have not, currently do not, and will not provide design engineering services including lead project management services and claim services on the same Caltrans project(s) identified in this SOW.

All roadway construction services deliverables produced by the Consultant and its subconsultants shall be free of any actual or potential conflict of interest and shall be subject to the approval and acceptance by the Caltrans Contract Manager.

In the event of non-acceptance due to discovery of conflict of interest, the Consultant shall provide replacement deliverables free of any conflict of interest as a prerequisite for receipt of payment and at no additional cost to Caltrans. In the event the Consultant is unable to provide replacement deliverables, the Consultant shall not receive compensation for the deliverables containing the conflict of interest. If work is later determined to contain a conflict of interest, either the Consultant shall reimburse Caltrans for any amount paid for the conflicted work or Caltrans may deduct that payment from any current or future amounts owed to the Consultant. Failure by the Consultant to disclose any conflict of interest to the Caltrans Contract Manager is grounds for termination of the contract for default pursuant to Exhibit D, Section III, Termination, of the awarded contract.

Z. Conflict of Interest Examples

1. Provide design engineering services and Construction Management/Inspection services for the same project listed in this SOW.
2. Provide Construction Management/Inspection services for the construction contractor and/or Caltrans on the same project.
3. Certified Materials Tester(s) or Plant Inspector(s) from the same company that performs Quality Control for the Contractor and Quality Assurance for Caltrans on the same project.
4. Certified Materials Tester(s) or Plant Inspector(s) from the same company that currently performs Quality Control for the Contractor on any project within that District where the services are being performed and Quality Assurance for Caltrans on different projects within that District where the services are being performed where the same Contractor is performing work.
5. Providing services to construction contractor's subcontractors, fabricators, equipment installer, material suppliers and other firms associated with the projects listed in the Contract can be a potential conflict of interest when such contractor teams are identified.

**SCOPE OF WORK/DELIVERABLES  
CONSTRUCTION CLAIMS SUPPORT**

For Caltrans, Division of Construction, District 7  
**On-Call Claims Support Contract**

A. Purpose of Work.

The Consultant shall perform consultation, research, professional and technical services required for Construction Claims Support on an “as-needed” basis to support Caltrans, Division of Construction, District 7, in the construction of proposed Caltrans transportation facilities.

B. Construction Claims Support Required Services

Typical duties to be performed by the Consultant’s personnel shall include, but not be limited to, the following:

1. Provide claims expertise.
2. Provide specialized expertise in reviewing and assessing potential claims.
3. Perform detailed analysis of complex construction claims and provide assessment for merit, entitlement and compensation, and propose claim resolution based on analysis of contract documents, including Standard Specifications and Special Provisions.
4. Analyze potential claims and provide recommendations of entitlement and compensation based on specific sections of the contract document.
5. Analyze and compare both Caltrans’ and the Contractor’s records pertaining to construction claims and provide technical advice to the Resident Engineer regarding merit and entitlement.
6. Assist Resident Engineers in preparation of Dispute Review Board (DRB) position papers.
7. Assist Resident Engineers for Dispute Review Board (DRB) meetings, including support in development and delivery of presentations.
8. Preparation of claims files, documents and reports.
9. Participate in the Constructability review process as it pertains to claims.
10. Assist Resident Engineer in completing and responding to preliminary claim findings.
11. Perform audit and quantification of labor and material escalations.
12. Audit of the construction contractor’s records to define and quantify allowable overhead and any escalation costs.
13. Performance of financial reviews and analysis of construction contractor’s records, according to an agreed upon format, including the calculation of overhead.
14. Expert witness and preparation of expert exhibits. The Consultant shall provide qualified on-call construction management, civil engineering, and financial

personnel to perform various types of Construction Claims Support and expert witness services.

15. The Consultant shall review, make recommendations, and provide construction contract claims expertise for project Notice of Potential Claims and Construction Contract Claims. These services are to include, but not be limited to, claims resolution principles, timeline awareness, and claim report writing.

C. Work Breakdown Structure Activities

The following Work Breakdown Structure (WBS) activities are applicable to the work described in this attachment template:

290	Resolve Contract Claims
290.40	Potential Claim Record
290.50	Alternative Dispute Resolution
290.60	Claim Resolution
290.70	Arbitration

D. Consultant Construction Claims Support Responsible Person Requirements.

The Consultant Construction Claims Support responsible person shall be a Registered Professional Engineer (Civil) licensed in the State of California in good standing with the California State Board for Professional Engineers, Land Surveyors, and Geologists at all times during the Contract period, to perform the tasks described in this Contract and in the Task Orders.

E. Consultant Construction Claims Support Personnel Requirements.

1. Consultant Construction Claims Support Analysts

Consultant Construction Claims Support Analysts shall meet one of the following minimum qualifications (Either I, II, III, or IV below):

- I) Be in possession of a valid certificate of registration as a civil engineer issued by the California State Board of Registration for Professional Engineers, Land Surveyors, and Geologists. A documented minimum five (5) years of demonstrated experience acceptable to Caltrans in Construction Claims support

OR

- II) Graduation from a four-year curriculum in civil engineering accredited by the Accreditation Board for Engineering Technology (ABET). Possession of a valid certificate as an Engineer-in- Training issued by the California State Board of Registration for Professional Engineers, Land Surveyors,

and Geologists, or issued by another jurisdiction and accepted by the California Board in lieu of the first division of the examination as an engineer may be substituted for the required education. A documented minimum five (5) years of demonstrated experience acceptable to Caltrans in Construction Claims support.

OR

- III) A master's or doctorate degree in a civil engineering curriculum from a college or university that has a baccalaureate degree program in a civil engineering curriculum which is accredited by the Accreditation Board of Engineering Technology (ABET). A documented minimum five (5) years of demonstrated experience acceptable to Caltrans in Construction Claims support.

OR

- IV) A documented minimum ten (10) years of demonstrated experience acceptable to Caltrans in Construction Claims support.

The Consultant Construction Claims Support Analysts shall be knowledgeable and experienced in the following:

- a. Preparing reports, plots, exhibits, and other presentation materials and items related to claims.
- b. Assists the Resident Engineer (RE) in preparing Claim Settlement Request Memoranda and Construction Claim Findings Reports as appropriate.
- c. Providing expert support to Resident Engineers for the Dispute Review Board (DRB) process and assisting Resident Engineers in preparation of draft position papers.
- d. Prepares RE's for District Claim meetings and Board of Review meetings as appropriate.
- e. Expertise in usage of Critical Path Method (CPM) software, with Primavera Project Planner (P3, P6), SureTrak, or any updated version, as a minimum; Scheduler Analyzer Pro; Microsoft Projects; and Microsoft Office (Word, Excel, PowerPoint, and others) software. The Consultant shall have an access to use additional industry standard CPM software, used by the contractors.
- f. Principles of effective communication.
- g. General knowledge of construction process, terminology and timelines, and working knowledge of Caltrans' construction process and filing system.
- h. Caltrans' timeline for claims resolution.
- i. Analyzing construction claims and providing expert assessment for merit of entitlement and estimating their costs.

- j. Providing specialized expertise for the support of review and analysis of potential claims, and have the ability to assist the resident engineers to respond to the supplemental and full and final documentations in a timely manner.
  - k. Providing expert support to Resident Engineers for the District Management Review (DMR) process.
  - l. Working knowledge of Caltrans' plans, specifications, and manuals (including, but not limited to, Standard Plans, Standard Specifications, Construction Manual, Bridge Construction Records and Procedures Manual, Standard Test Methods, Manual of Traffic Controls for Construction and Maintenance Work Zones, and State of California contract law); and provisions as listed in this Contract.
  - m. Claims resolution principles and claims avoidance techniques.
  - n. Examines proposed final estimates (PFE) for construction contract compliance.
  - o. Assures uniform district construction administration of construction contracts and coordinates with other functions concerning plans, specifications, and construction methods.
  - p. Generating and analyzing CPM schedules with respect to time, resource and cost pertaining to construction claims analysis. The personnel shall possess the experience and skills to conduct detailed schedule analysis.
  - q. Analyzing Time Impact Analyses (TIA), perform TIA and write narrative.
  - r. Provides technical data, analysis, reports, and recommendations for claims resolution to the Deputy District Director, Construction.
  - s. Assures uniform district construction administration of construction contracts and coordinates with other functions concerning plans, specifications, and construction methods.
- F. Construction Claims Support Materials to be provided or made available by Caltrans.
- 1. Relevant and existing documents, if any are available, that are applicable to the current project within the project limits.
  - 2. Caltrans construction forms as necessary, including digital electronic or hardcopy (as specified by the Caltrans Resident Engineer on the Project) forms.
- G. Construction Claims Support Deliverables.
- 1. The Consultant shall obtain written approval from Caltrans for 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. If there are no Caltrans standardized forms, the format and content requirements for 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 shall be specified in each Task Order.

2. All Construction Claims Support 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:
  - a. 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. The pdf file shall:
    - i. Contain functioning bookmarks, indexes, tables of contents or other hyperlinks as required by the Task Order.
    - ii. Be configured (e.g. bookmarks, indexes, table of contents, thumbnails, annotations, signatures, and security settings) as required, or as directed by the Task Order.
    - iii. Be optimized for use by Adobe Acrobat Reader 10 or newer.
  - b. Text-based documents shall also be submitted in Microsoft Word format, version 2007 or later version. 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.
  - c. 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.
  - d. Spreadsheet files shall be submitted in Microsoft Excel format, version 2007 or later version, or format currently in use by Caltrans.
  - e. Word processing files shall be submitted in Microsoft Word format, version 2007 or later version, or format currently in use by Caltrans.

- f. Database files shall be submitted in Microsoft Access format, version 2007 or later version, or format currently in use by Caltrans.
- g. The Consultant shall not format digital electronic files as “view only” or “read only” unless so specified in the Task Order.
- h. Other - As specified in the Task Order.