



STATE OF CALIFORNIA DEPARTMENT OF TRANSPORTATION

**REQUEST FOR QUALIFICATIONS NOTICE
NUMBER 06A3334**

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

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

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

I. GENERAL INFORMATION

- A. Caltrans is soliciting Statements of Qualifications (SOQs) from qualified firms that may lead to the award of a contract for A&E On-Call Land Surveying Services, District 10. In submitting your SOQ, you shall comply with the instructions found herein. In addition to those programs that are specified in this solicitation, prospective consultants are encouraged to consider programs that are available, such as those for the use of small businesses, disadvantaged businesses, disabled veteran businesses, new emerging firms, and other businesses covered by State and Federal programs.
- B. The estimated contract amount is \$2,024,264 - \$3,289,429.
- C. The estimated contract term is three (3) years.
- D. Interviews will be held **in person** on **September 9, 2026: 1976 E. Dr. Martin Luther King Jr. Blvd, Room 56, Stockton, CA 95205**. Confirmation letters will be sent to those firms short-listed.

- E. The most highly qualified consulting firm will be required to submit an electronic copy of the financial documents listed on the appropriate Financial Documents Submittal Checklist available on the [AE Contract Information](#) website. The most highly qualified consulting firm will be notified of their selection and receive instructions for the electronic submission of the financial documents.

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

- F. Negotiations will be held with the top-ranked firm by teleconference/WebEx during the week of October 16, 2026. The fee for profit shall be (10.1) percent, and the escalation shall be as follows:

Year	Period	Escalation
0	08/25/2026 – 08/31/2027	1.71%
1	09/01/2027 – 08/31/2028	3.42%
2	09/01/2028 – 08/31/2029	3.42%
3	09/01/2029 – 08/31/2030	3.42%

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 October 28, 2026.
- H. Disadvantaged Business Enterprise Program
1. On September 30, 2025, the U.S. Department of Transportation (U.S. DOT) issued an interim final rule (IFR) which, among other things, implemented changes to the Disadvantaged Business Enterprise (DBE) Program via modifications to 49 Code of Federal Regulations Part 26. (Docket Number DOT-OST-2025-0897.) The IFR was published in the Federal Register on October 3, 2025, and took immediate effect. (90 FR 47969 (Oct. 3, 2025).) The IFR, as published in the Federal Register, is available at the following url: [Docket No. DOT-OST-2025-0897](#)
 2. In the event of any ambiguity or discrepancy between the existing law, including the IFR, and this contract, existing law controls.

- I. Federal and/or State prevailing wage rates may apply. This requirement, if applicable, will be specified in the draft Agreement. See SOQ Submittal Instructions, Section I.,G. regarding the California Department of Industrial Relations (DIR) Consultant/Contractor Registration Program on the [AE Contract Information](#) website.
- J. Caltrans does not guarantee, either expressly or by implication, that any work or services will be required under any contract issued as a result of this RFQ.
- K. A Pre-award or Post-award Audit will be performed on any contract issued as a result of this RFQ.
- L. Contract boilerplate can be obtained on the [AE Contract Information](#) website.
- M. Pursuant to Executive Order (EO) N-6-22 issued March 4, 2022, persons identified in the list established by the US Department of the Treasury are ineligible to bid on, submit a proposal for, enter into, or renew any Agreement with the State for any goods and/or services. Any person who submits a bid or proposal to Caltrans certifies that it is not identified in the most current lists located <https://home.treasury.gov/policy-issues/financial-sanctions/sanctions-programs-and-country-information/ukraine-russia-related-sanctions>.

If applicable, any person who submits a bid or proposal to Caltrans certifies that its subcontractors are not identified in the most current lists located

<https://home.treasury.gov/policy-issues/financial-sanctions/sanctions-programs-and-country-information/ukraine-russia-related-sanctions>

- N. Pursuant to Executive Order N-12-23 – Generative Artificial Intelligence (GenAI) Technology Use and Reporting, effective February 20, 2025.
 - 1. The State of California seeks to realize the potential benefits of GenAI, through the development and deployment of GenAI tools, while balancing the risks of these new technologies.
 - 2. Bidder / Offeror must notify the State in writing if it:
 - A) intends to provide GenAI as a deliverable to the State; or
 - B) intends to utilize GenAI, including GenAI from third parties, to complete all or a portion of any deliverable that materially impacts:
 - 1) functionality of a State system,
 - 2) risk to the State, or
 - 3) Contract performance.

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

- 3. Failure to report GenAI to the State may result in disqualification. The State reserves the right to seek any and all relief to which it may be entitled to as a result of such non-disclosure.

4. Upon notification by a Bidder / Offeror of GenAI as required, the State reserves the right to incorporate GenAI Special Provisions into the final contract or reject bids/offers that present an unacceptable level of risk to the State.
5. Government Code 11549.64 defines “Generative Artificial Intelligence (GenAI)” as an artificial intelligence system that can generate derived synthetic content, including text, images, video, and audio that emulates the structure and characteristics of the system’s training data.

II. SCOPE OF WORK/DELIVERABLES

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

III. CONFLICT OF INTEREST

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

(Section V. Post Government Employment Restrictions and Section VI. Conflict of Interest Concerning Consultant(s)) found on the AE Contract Information website (see link below). The State and Federal contract boilerplates on DPAC's website also contain information on conflict-of-interest issues (Exhibit D) and can be found on the AE Contract Information website (see link below).

- D. The prime consultant and subconsultants may be proposed on SOQs for other Caltrans A&E on-call contracts; however, the Caltrans Contract Manager may prohibit work on specific project(s) where Caltrans determines that a conflict of interest exists.

IV. SUBMISSION OF STATEMENTS OF QUALIFICATIONS (SOQs)

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

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

1. The electronic submission of a single unprotected (i.e. not password protected) PDF file of the SOQ is required. The electronic submittal will be accepted until **10:00 a.m. on 08/25/2026**. Hard copies of the SOQs are **NOT** required. Fax copies or copies transmitted by email will not be allowed.
2. You will be required to create a Novell Filr account with Caltrans. Send an email message to the Contract Analyst, Lisa Pallesen, at Lisa.Pallesen@dot.ca.gov containing the information listed below for a link and instructions to complete the self-registration page and submit the SOQ electronically.

Your firm's name

Your email address

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

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

Example A: 50A0694_JohnDoeConsulting.pdf

Example B: 50A0694_aaa1234engineer.pdf

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

- C. Request for RFQ Copies

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

SCOPE OF WORK/DELIVERABLES**Right of Way Engineering Surveying Services**

for Caltrans, Division of Project Development Surveys, District _10 **On-Call Contract**

LAND SURVEYING¹ SERVICES**A. Purpose of Work**

The Consultant must perform Right of Way Engineering Surveying Services for Right of Way engineering, on an “as-needed” basis to support the California Department of Transportation (Caltrans), Division of Project Development, District 10. The Caltrans Contract Manager will assign specific work to the Consultant to augment the Caltrans work force through issuing Task Orders describing the services to be performed. The Consultant must only perform work assigned in an authorized Task Order. This Agreement does not guarantee that a Task Order will be issued.

The Consultant for this Agreement must perform the services above after the contract authority for contract 06A2812 is exhausted (expected by 09/30/2026). The Consultant must plan accordingly to meet the timing of and the volume of work load needs.

B. Location of Work

The work must be performed on projects to improve the State transportation system throughout the counties of Alpine, Amador, Calaveras, Mariposa, Merced, San Joaquin, Stanislaus, and Tuolumne in California. The specific location within the above-described geographical limits of the work to be performed must be identified in each Task Order. It may become necessary for Caltrans, Division of Project Development, District 10, projects to extend into another adjoining District/County line. Certain California County projects may also require studies/work that extends into adjacent counties adjoining Caltrans' District 10 outside of the boundary of Caltrans' District 10. In such instances, the project work must not extend more than a 30-mile radius from the District/County, Division of Project Development, District 10 geographic boundary.

The following work is excluded from this Agreement:

- The HQ photogrammetry projects are excluded from this contract.

¹ Defined in section 8726 of the California Business and Professions Code

- The Consultant shall not work on any projects that are in the planning phase (K-Phase), and the Consultant shall not be reimbursed for any work performed during this phase of a project.
- Information Technology (IT) related activities are excluded from the A&E scope of work. Information Technology related activities such as auxiliary automated information handling, including systems design and analysis, conversion of data, computer programming, information storage and retrieval, voice systems that use interactive databases, video including videoconferencing systems that transmit sensitive data, data communications, requisite systems controls, the use of interactive databases and simulation are excluded.

C. Required Services

1. Under an authorized Task Order, the Consultant must provide right of way Engineering surveying services within the geographical jurisdiction of this Agreement set forth in the “Location of Work” section, including all necessary personnel, material, transportation, lodging, instrumentation, and the specialized facilities and equipment to satisfy all appropriate agencies and required to ensure compliance with all 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.
2. Required services may include Right of Way Engineering Services including preparation and maintenance of Right of Way Engineering documents, including but not limited to preparation and recordation of various types of recorded maps, Land Net Maps, appraisal Maps, deeds, and all activities related to Right of Way determination and Monumentation, Condemnation, Deeds, Record of Survey, and Right of Way Record Maps.
3. Provided in attachment 1 is a list of proposed Caltrans projects; Division of Project Development, District 10, however, this list is not exclusive and it constitutes no commitment that the projects will be initiated or completed or work assigned to the Consultant. Caltrans reserves the right to add or delete from this list of projects that are within the geographical jurisdiction of this contract set forth in “Location of Work” section within the Division of Project Development, District 10’s jurisdiction.
4. Caltrans intends to utilize this Agreement to complete a specific piece of work if it is within the geographical jurisdiction of this Agreement set forth in the

“Location of Work” for each of the projects in this Agreement utilizing the services described in this Scope Of Work (SOW) and as described in a Task Order. Caltrans may find it necessary to create a separate Agreement (or Agreements) that involves a specific project in this Agreement and includes part of the work in this Agreement. Caltrans reserves the right to procure 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 Agreement or the cost exceeds the dollar balance remaining in the Agreement after accounting for amounts due to the Consultant for work previously performed and for work scheduled to be performed in executed Task Orders.

Should a project-specific agreement be procured under these provisions, the parties mutually agree that, under Exhibit D, Section III, Termination of this Agreement, Caltrans must terminate for convenience the portion of the Agreement that includes the common SOW identified in the project specific agreement per Exhibit D, Section III, Termination of this Agreement. Such partial termination for convenience must 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 Agreements.

5. At the sole discretion of Caltrans, the Consultant may have 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.
6. The potential projects may vary in scope and size, and may encompass any 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 SOW to be performed must be described in each Task Order.
7. Consultant must be available, on two days’ written notice:

- a. To meet with Caltrans; to participate in internal Project Development Team (PDT) meetings or other Caltrans meetings.
- b. To provide technical expertise on an “as-needed” basis.

D. Workplan Standards Guide (WSG) Codes

Task Orders are based on the Caltrans WSG. The latest WSG is found in the Guide to Project Delivery WSG, 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 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 have to perform. All revisions to the current version of the WBS must apply during the life of this Agreement.

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

160.10.45	Utility Locations Determined for Preliminary Engineering
160.10.65	Right of Way Relinquishment and Vacation Study
160.20.25	Existing Records
160.20.30	Land Net Surveys
160.20.35	Land Net Map
160.20.40	Right of Way Engineering Products
160.20.50	Control Surveys
160.30.10	Surveys and Mapping for Environmental Studies
220.05.05	Existing Records
220.05.10	Land Net Survey
220.05.25	Monumentation Perpetuation Record of Survey
220.10	Land Net Map
220.15	Right of Way Maps

220.15.05	Appraisal Maps
220.15.95	Other Maps
220.20	Acquisition Documents
220.20.05	Deeds
220.20.15	Resolution of Necessity Package
220.25	Documents to convey property rights
220.25.05	Director's deed package
220.25.95	Other deeds and documents
255.70	Right of Way Engineering Products
300.05.05	Right of Way Monumentation Survey
300.05.10	Filed Monumentation Record of Survey
300.10	Trial Exhibits and Testimony
300.25	Relinquishment and Vacation Maps
300.30	Deed Package for Excess Land Transactions
300.35	Right of Way Record Map

The Consultant must not work on any projects in the planning phase (K-Phase), and the Consultant will not be reimbursed for any work performed during this phase of a project.

E. General Personnel Requirements

1. Independent Contractor Status

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

a) Consultant Personnel Relationship

- i. Consultant is an independent contractor, and nothing contained in the Agreement shall be construed as constituting any relationship with Caltrans other than that of project owner and independent contractor. In no event shall the relationship between Consultant personnel and Caltrans be construed as

creating any relationship whatsoever between Caltrans and any of Consultant's employees.

- ii. Neither Consultant nor any of its employees is or shall be deemed to be an employee of Caltrans. The Consultant has the sole rights to terminate its personnel at-will without cause and demonstrate its right to control over the personnel.

b) Consultant Personnel - Supervision Control and Instructions

- i. Consultant personnel shall operate as independent contractors whereby free to perform jobs in their own ways and means, using their own specific methodologies to achieve the desired Task Order services and deliverables.
- ii. Consultant personnel are not required to follow Caltrans functional office protocols nor Caltrans specific instructions on how to perform its work.
- iii. Except as otherwise specified in the Agreement, Consultant Contract Manager has sole authority and responsibility to employ, discharge, terminate and otherwise control its employees and has complete and sole responsibility as a principal for its agents, for all subconsultants and for all other persons that Consultant or any subconsultant hires or engages to perform or assist in performing the Scope of Work.
- iv. Consultant shall make all of its own business including personnel decisions and bear the risk for its decisions without any burden or liability placed upon the Department.

c) Skilled and Qualified Labor

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

d) Consultant agrees that:

- i. The Consultant Contract Manager or designee shall manage, instruct, and supervise all Consultant employees and subconsultants, and shall not allow any other party to manage, instruct and supervise such parties.
- ii. Unless approved in writing by Caltrans Contract Manager, Consultant shall not hire employees or subconsultants to work on Caltrans matters exclusively and only. Consultant may hire employees and subconsultants for a specific Caltrans matter provided such party has the skills and knowledge to work on other matters and they are assigned to other matters from time to time.
- iii. Consultant shall provide its own tools, equipment and supplies, and Consultant shall not rely on Caltrans to provide such tools, equipment, and supplies. Notwithstanding the foregoing, Caltrans may, during the term of the

Agreement, allow Consultant to access selected items of equipment; provide non-employee User-Ids and related access to Caltrans computer systems to Consultant employees and subconsultants; and provide non-employee access cards and other such forms of identification to Consultant employees and subconsultants.

- iv. Consultant shall advise its employees and subconsultants of the foregoing Agreement terms that apply to them, and Consultant advise such employees and subconsultants to report to Consultant any apparent or actual breaches. Consultant shall relay any such reports to Caltrans Contact Manager.
- a) The Consultant's personnel must be capable, competent, and experienced in performing the work in this contract with minimal instruction. Personnel skill level must match the specific job classifications, as set forth or in the Consultant's cost proposal, attachment 2 and task complexity. The Consultant's personnel must be knowledgeable about, and comply with, all federal, state, and local laws and regulations.
- b) The Consultant must submit a written request and obtain the Caltrans CM's prior written approval for any substitutions, additions, alterations, or modifications to the Consultant's originally proposed personnel and project organization, as depicted on the proposed Consultant's organization chart or the Consultant's cost proposals. The substitute personnel must have the same job classification, as set forth 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.
- c) In responding to Caltrans' Task Order and in consultation with the Caltrans Contract Manager and the Caltrans Task Order Manager, the Consultant Contract Manager must identify the specific individuals proposed for the task and their job assignments. The Consultant must provide documentation that proposed personnel meet the minimum qualifications as required by this Agreement.
- d) The Consultant's personnel must 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 must be available at the start of a Task Order and after acceptance of the project/deliverable by Caltrans.

- e) After the Caltrans Contract Manager's approval of the Consultant's personnel proposal and finalization of a Task Order, the Consultant may not add or substitute personnel without the Caltrans Contract Manager's prior written approval.
- f) Resumes containing the qualifications and experience of the Consultant's and Sub-Consultant's personnel, which include existing, additional, and substitute personnel, and copies of their minimum required certifications, must 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 must be submitted to the Caltrans Contract Manager within one week of receiving the request.
- g) The Caltrans Contract Manager or Caltrans Task Order manager may interview the Consultant's personnel for the qualifications and experience. The Caltrans Contract Manager's decision to select the Consultant's personnel will be binding to the Consultant and its Sub-Consultants. The Consultant must provide adequate qualified personnel to be interviewed by the Caltrans Contract Manager or Caltrans Task Order Manager within one week of receiving the request.
- h) The Caltrans Task Order Manager will 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 consulting with the Caltrans Task Order Manager may reject any Consultant personnel determined by the Caltrans Contract Manager to lack the minimum qualifications. If the level of performance is below expectations, the Caltrans Contract Manager may direct the Consultant to immediately remove Consultant personnel from the project specified in a Task Order and request another qualified person be assigned as needed. The substitute personnel must meet the qualifications required by this contract for performance of the work as demonstrated by a resume and copies of current certifications submitted by the Consultant. Substitute personnel must 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 must not be reimbursed.
- i) The Consultant must 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 will violate the Agreement and may cause termination of the Agreement per Exhibit D, Section III, Termination of the Contract.

- j) When assigned Consultant personnel is on approved leave and required by the Caltrans Contract Manager, the Consultant Contract Manager must provide a substitute employee until the assigned employee returns to work from the approved leave. The substitute personnel must have the same job classification, as set forth in the Consultant's cost proposal, attachment 2, not exceed the billing rate, and meet or exceed the qualifications and experience level of the previously assigned personnel, at no additional cost to Caltrans. Substitute personnel must receive prior written approval from the Caltrans Contract Manager to work on this Agreement.
- k) Other project personnel not identified on the Consultant's cost proposal, must also satisfy 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 Agreement.
- l) 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 will 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, must be the Consultant's responsibility.
- m) In location(s) where the Consultant personnel is expected to work for extended period(s) of time, the Consultant must either relocate the personnel or strive to hire local persons.

F. Right of Way Engineering Surveying Personnel Requirements

- 1. The Consultant, including the prime Consultant and all Sub-Consultants, must throughout the life of the Agreement, retain within its firm, a staff of people properly licensed and certified under 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 with any emergencies that may arise during the life of this contract. The Consultant must be prepared to provide additional personnel during the period performance of this Agreement to accommodate the work.

2. Consultant Contract Manager

The Consultant Contract Manager must coordinate work-related matters and Consultant's operations under this contract with the Caltrans Contract Manager in coordination with the Caltrans Task Order Manager.

The Consultant Contract Manager must be a Professional Land Surveyor or pre-January 1, 1982 Registered Civil Engineer licensed in the State of California and be in good standing with the California State Board of Professional Engineers, Land Surveyors, and Geologists (BPELSG) during the contract period.

The Consultant Contract Manager must have a minimum of five years of responsible experience performing the duties as a Contract Manager for similar Land Surveying Services contracts. The Consultant Contract Manager must be knowledgeable about all Caltrans policies and procedures. The Consultant Contract Manager must be an employee of the prime Consultant.

Besides other specified responsibilities, the Consultant contract manager must handle all matters related to the Consultant's personnel, Sub-Consultants, land surveying services work, and Consultant's and Sub-Consultants' operations including, but not limited to:

- a. Ensuring that deliverables are 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 and Caltrans Task Order Manager.
- d. Administering personnel actions for Consultant personnel and ensuring appropriate actions taken for Sub-Consultant 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 Sub-Consultants.
 - l. Managing overall budget for the 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. Knowledge, experience, and familiarity with prevailing wage issues and requirements in State of California.
3. Consultant Task Order Manager

For each Task Order, the Consultant must 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 must be accessible to the Caltrans Contract Manager in coordination with the Caltrans Task Order Manager during normal Caltrans working hours that Task Order work is underway.

The Consultant Task Order Manager (who may not be the Consultant Contract Manager) must be assigned to conduct, or direct the conduct of, all work assigned under a single Task Order. The Consultant Task Order Manager must be a Professional Land Surveyor or a pre-January 1, 1982 Registered Professional Civil Engineer licensed in the State of California and be in good standing with the BPELSG during the Contract period. The Consultant Task Order Manager must be the primary contact for the assigned Task Order and be available for communication with Caltrans.

4. In this contract, a person authorized to review and approve Consultant land surveying deliverables in place of the Consultant Task Order Manager must be called the Consultant land surveying responsible person. The Consultant land surveying responsible person, must be a Professional Land Surveyor or a pre-January 1, 1982 Registered Professional Civil Engineer licensed in the State of California and be in good standing with the BPELSG during the Agreement period.
5. All deliverables under this contract not fully approved by Caltrans bearing the signature of the Consultant land surveying responsible person who is no longer employed by the Consultant or its Sub-Consultants, must be replaced with deliverables under this contract bearing the signature of a qualified replacement Consultant land surveying responsible person currently employed by the Consultant or its Sub-Consultants. In such an event, no additional time will 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 must be conducted under the direction of the Consultant Contract Manager who must have the experience as described in this

Agreement. All deliverables under this Agreement requiring the Consultant land surveying responsible person's signature, must be produced by the responsible Consultant personnel having appropriate experience, and must be signed by a Consultant land surveying responsible person.

10. Project Surveyor

Project Surveyor must fulfill one of these licensing requirements and be in good standing with the BPELSG during the Contract period.

- a. A Professional Land Surveyor licensed in the State of California.
- b. A pre-January 1, 1982, Registered Professional Civil Engineer licensed in the State of California.

Project Surveyor: The duties of the project surveyor in the office include, but are not limited to: prepare survey requests and supporting information for the field survey; analyze, reduce and/or adjust field survey data to produce maps, reports, digital terrain models, project control maps, and related documents to determine property and right of way boundaries; and, research public records from counties, cities, utility companies, and other agencies to produce, signs and seals, documents and maps defining the existing location of, acquisition of, and disposal of State Right of Way, including but not limited to: legal descriptions, acquisition deeds, resolutions of necessities (Condemnation), land net maps, appraisal maps, relinquishment or vacation maps, federal application maps, final record maps and Record of Survey Maps.

11. Land Surveying Assistants

The Land Surveying Assistants must fulfill one of the following requirements:

- a. A degree (Associate, Bachelors, Masters, or higher) in land surveying or surveying engineering from an ABET accredited institution (College or University) and a minimum of two years of qualifying experience in land surveying.

- b. Possession of a valid Land Surveyor-in-Training certificate issued or accepted by the BPELSG, and a minimum of two years of qualifying experience in land surveying.
- c. An experienced surveyor with a documented minimum of four years of surveying experience who works under the direction and supervision of a Professional Land Surveyor licensed in the State of California or pre-January 1, 1982, Registered Professional Civil Engineer licensed in the State of California and be in good standing with the BPELSG.

The land surveying assistants to the party chiefs and project surveyor must be capable of assisting in all required and associated field and office land surveying work, able to perform difficult survey and complex professional land surveying work involving duties in the field or office with little direct supervision. Duties include, but are not limited to, assist party chief in construction staking, design, and right of way surveys, assist office chief or project surveyor in preparing right of way maps using Computer-Aided Design (CAD), maintaining right of way records and geospatial information systems, research and compile a wide variety of data from public records, geospatial information systems and other sources using both manual and computerized processes, and survey support.

12. Land Surveying Technicians

The land surveying technicians must work under the direction of a Professional Land Surveyor licensed in the State of California or a pre-January 1, 1982 Registered Professional Civil Engineer licensed in the State of California and be in good standing with the BPELSG. The land surveying technicians must fulfill one of these criteria:

- a. The equivalent of a two-year college degree, preferably with an emphasis in mathematics and engineering and a minimum of one year of qualifying experience in land surveying.
- b. A documented minimum two years of demonstrated experience acceptable to Caltrans in a land surveying services related field, under the direction of a Professional Land Surveyor licensed in the State of California.

The land surveying technicians must be capable of assisting in all required office and/or field land surveying services work.

G. Consultant Availability and Work Hours

1. The typical workday includes all hours worked as identified in the Task Order or as directed by the Caltrans Contract Manager. Unless otherwise specified in a Task Order or directed by the Caltrans Contract Manager, the normal work week must comprise forty (40) hours.
2. The Caltrans Contract Manager in coordination with the Caltrans Task Order Manager, must provide advance notice of one working day(s)/24 hours if the Consultant's services are not required, or if reassignment of personnel is required. If Caltrans fails to provide the required advance notice and the Consultant personnel are not required, Caltrans must provide a maximum of four hours compensation.
3. During the Agreement period, the Caltrans Task Order Manager and/or Contract Manager may reassign a Consultant's employee 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 working days prior to this reassignment.

H. General Requirements

1. The Consultant must prepare the required deliverables, backup documents, and other items required by this contract according to requirements of this Agreement and applicable Caltrans Manuals for the work.
2. The Consultant's timesheet/invoices/expenses must be subject to the Consultant Contract Manager's review and the approval of the Caltrans Contract Manager before submitting timesheets, invoices, or expense reimbursement requests for payment.
3. The Consultant must begin the required work within two working days after receiving a fully executed Task Order and issuing the Notice to Proceed 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-hours of notifications. Once the work begins, the work must be prosecuted/performed diligently until all required work has been completed to the satisfaction of the Caltrans Contract Manager or Caltrans designee Task Order Manager.
4. The work must not be performed when conditions prevent a safe and efficient operation, and must only be performed with written authorization by Caltrans.
5. The Consultant Contract Manager, Consultant Task Order Manager, and key personnel must be accessible to the Caltrans Contract Manager and the Caltrans Task Order Manager during normal Caltrans working hours or after hours as required by the Caltrans Contract Manager.
6. The Consultant Contract Manager may direct the Consultant's employees to work overtime to meet Task Order schedules at the request of the Caltrans Contract Manager or Task Order Manager. All overtime must be pre-approved by the Caltrans Contract Manager. Overtime must be worked only when directed in writing by the Caltrans Contract Manager and specifically required by the Task Order, and must only be paid to persons covered by the Fair Labor Standards Act.
7. All Consultant personnel must sign a confidentiality and nondisclosure agreement.

8. The Consultant may disclose no information to third parties without prior written approval of the Caltrans Contract Manager.
9. The Consultant must only provide incidental non-A&E services, such as Computer Aided Drafting & Design (CADD) support, GIS support, utilities location support, provided (a) such services are necessary for completing the A&E tasks and/or deliverables performed by the Consultant described in executed Task Orders and covered by the work in this Agreement and (b) the rendering of the services is approved in advance by the Caltrans Contract Manager. These incidental services must only be provided to support the Consultant's personnel performing A&E services, tasks, and deliverables on this contract. The Agreement amount spent on such incidental services must be relatively minor when compared to the professional A&E services performed. The Consultant must not be paid or reimbursed for any incidental non-A&E services provided to Caltrans unless provided in the fashion described in this Agreement and included in the executed Task Order. The Consultant ensures that Task Orders only include any incidental non-A&E services.
12. The Consultant must include the Caltrans Contract Manager or Task Order Manager in written communications to other Caltrans personnel for any clarification on work.

I. Coordination

1. For each Task Order, the Consultant must carry out instructions received from the Caltrans Task Order Manager. If an instruction or direction is unclear to the Consultant, the Consultant must ask the Caltrans Task Order Manager to clarify the instruction or direction.
2. The foregoing paragraph does not relieve the Consultant of professional responsibility during the performance of this contract. Where the Consultant believes a better standard solution to a task being performed or an issue being addressed is possible, the Consultant must promptly notify the Caltrans Contract Manager and Task Order Manager of these concerns, with the reasons therefore. However, Caltrans must make all final decisions on the Consultant's activities and investigations.

3. The Consultant must work closely with the Caltrans Contract Manager and the Caltrans Task Order Manager identified in the Task Order.
4. The Consultant must 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.
5. Caltrans must not reimburse the Consultant for costs to relocate its personnel to the service area of this contract. Caltrans must not reimburse the Consultant for per diem costs, unless preapproved by the Caltrans Contract Manager. Caltrans must not reimburse the Consultant for out-of-state travel without prior written approval from the Caltrans Contract Manager.
6. The Consultant must obtain the Caltrans Contract Manager's approval prior to making presentations at non-Caltrans sponsored conferences or workshops for any services provided under this Agreement.
7. Caltrans must 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 must promptly notify the Caltrans Contract Manager.

J. Standards

1. All work/services under this contract must be performed under all 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 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” must be performed as specified in the Task Order. If no standards exist, Task Orders may call for developing new standards, so long as these standards do not conflict with the requirements, or amend the Scope Of Work under of this Agreement.

- a. The Consultant obtains, at its expense, all necessary manuals, reference documents, and other materials.
- b. Caltrans Manuals may be purchased from the Publication Distribution Unit. The publications staff may be reached at (916) 263-0822, and the center is at this 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.
- 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

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

- a. Caltrans' Internet Home Webpage:
<http://www.dot.ca.gov/>
 - b. Manual of Uniform Traffic Control Devices (MUTCD):
California Manual on Uniform Traffic Control Devices:
<http://mutcd.fhwa.dot.gov/>
<http://www.dot.ca.gov/trafficops/engineering/>
 - c. Caltrans Surveys Manual:
http://www.dot.ca.gov/hq/row/landsurveys/SurveysManual/Manual_TOC.html
 - d. Caltrans CADD User's Manual:
<https://dot.ca.gov/programs/design/manual-cadd-users-manual>
 - e. Caltrans Standard Plans and Standard Specifications:
<http://www.dot.ca.gov/des/oe/construction-contract-standards.html>
 - f. Caltrans Right of Way Manual:
<http://www.dot.ca.gov/hq/row/rowman/manual/index.htm>
<http://www.dot.ca.gov/hq/row>
3. Land surveying services and associated work performed by the Consultant must conform to the California Land Surveyors Act. Business & Professions Code §§ 8700 et. seq. The Consultant personnel in "Responsible Charge", as defined in the California Land Surveyors Act, must be a PLS licensed in the State of California or a pre-January 1, 1982, Registered Professional Civil Engineer licensed in the State of California and be in good standing with the BPELSG during the Contract period

K. Orientation Provided by Caltrans

Caltrans may provide orientation regarding the requirements for this Agreement and each Task Order as deemed necessary by Caltrans. The orientation may comprise instructions

on Caltrans procedures, practices, and requirements for the specific work to be performed and sharing of project related files and notes. However, if the orientation instructions conflict with the Agreement or Task Order requirements, the Agreement and the executed Task Order must prevail over any instructions provided.

L. Monitoring and Review Procedure

1. The Caltrans Contract Manager and Task Order Manager will have the unilateral right, occasionally, or as requested by the Consultant, to monitor and review the progress and processes of the Consultant related to work performed under this Agreement.
2. The performance of the Consultant Contract Manager, key personnel, and team must be evaluated by the Caltrans Contract Manager but no less frequently than annually, and at the expiration of the contract. Unsatisfactory reviews of specific Consultant personnel may cause Caltrans requesting that they be replaced with new personnel. The Consultant must 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:
 - 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 cause replacement of the Consultant Contract Manager, key personnel, or any personnel; the need to replace key personnel must reflect adversely on the Consultant's performance evaluation, and if warranted, may cause the termination of the contract per Exhibit D, Section III, Termination of the Contract.

3. The Consultant must provide a weekly Task Order Summary Report detailing all work performed under each Task Order. This report should coincide with the dates covered by the monthly invoice period of performance. The report should be included with the invoice submittal.

M. General Materials to be provided by Caltrans

Materials (if deemed applicable, necessary, and when available from Caltrans) that may be furnished or provided by Caltrans and where listed in the individual Task Orders and this contract, are for the Consultant's use only, must be returned at the end of the contract. The Consultant must use the materials in the execution of the specific work described in the Task Order. These materials may include, but not be limited to:

1. 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. If Permits to Enter onto private property are required to complete work identified in a Task Order, Caltrans will issue letters of the Intent to Survey for the identified properties. Caltrans will provide the Consultant with Caltrans approved "Notice to Property Owners" door hangers.
5. Background information, site topographic maps, as-built drawings, blank Caltrans plan sheet overlays, digital electronic seed files, cell libraries, , right-of-way alignments and survey limits, preliminary utility location maps, areas where focused studies are needed, and Construction Contract Documents, as available, for each Task Order.
6. Digital Electronic templates of Task Order formats.

N. Land Surveying Materials to be provided by Caltrans

1. Relevant and existing documents, right-of-way record data, survey maps, control, data, topographic maps, and planimetric maps, if any are available, that apply to the current project within the project limits.
2. Monument disks, plugs, tags, and marker posts.
3. “Daily Survey Party Report” forms.

Note: The Consultant handles the return to Caltrans, in original condition, of all items provided for use under this contract. The Consultant must replace, at the Consultant’s sole expense, all lost or damaged Caltrans data or materials.

O. Materials to be provided by the Consultant

Unless otherwise specified in this contract, the Consultant must provide all materials to complete the required work under the delivery schedule and cost estimate outlined in each Task Order.

1. The Consultant must provide to its land surveying services personnel sets of the following that apply to the current project:
 - a. Standard Specifications.
 - b. Standard Plans.
 - c. Materials under section “Equipment Requirements”.
2. When performing work within railroad company property, the Consultant must obtain sufficient and/or adequate insurance coverage that must comply with the railroad company’s requirements when performing work within their jurisdiction. The insurance and types of coverage required by the railroad company may be above and beyond that required by Caltrans. The Consultant may have 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.

P. Product Approval and Payment

1. Deliverables, backup documents, and other items produced by the Consultant in the performance of this contract, must be subject to the approval and acceptance by the Caltrans Contract Manager or Task Order Manager prior to invoicing and payment for these items.
2. All deliverables and tasks provided for acceptance under each Task Order must comply with the terms, covenants and conditions of this contract.
3. Upon completion of each deliverable or task, the Caltrans Contract Manager or Task Order Manager must 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 by the time of the Task Order, or this Agreement, the Consultant must remedy the errors, omissions, or non-compliance to the satisfaction of the Caltrans Contract Manager or Task Order Manager at no cost to Caltrans prior to payment. Caltrans must 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 must not pay the Consultant for the Consultant's work under this Agreement and the charges incurred by the Consultant that ignores the requirements specified in this contract and to the Task Order, and such work must 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, until final acceptance of a Task Order under the agreement, any acceptance or approval means approval to proceed, but it does not mean acceptance or approval of a deliverable or task, and, it does not reduce or eliminate any of contractor's duties or responsibilities under this agreement.

Q. General Deliverables

All deliverables, developed under this contract, and subject to Exhibit D, sections XIX and XX, must be sent to Caltrans upon completion of each Task Order deliverable and with the acceptance/approval of the work by the Caltrans Contract Manager or Task Order Manager. The Consultant must retain a copy of all documents furnished to Caltrans until expiration of the Agreement.

Unless otherwise specified in the Task Order, the deliverables must conform to Caltrans current hardware and software platforms

1. The Consultant must work in close liaison with the Caltrans Contract Manager and Task Order manager. Time is of the essence. Caltrans must exercise review and approval functions through the Caltrans Contract Manager or Task Order manager at key points, as specified in each Task Order. Milestone reviews must be performed with the Caltrans Contract Manager and Task Order Manager for the specific performance, products, and deliverables in each Task Order.
2. The Consultant must prepare a cost estimate showing task, subtask, personnel, personnel hours estimated for each task or subtask, and a schedule of deliverables.
3. All deliverables, backup documents, and other items required by this Agreement must be prepared on Caltrans standardized forms. Necessary forms will be provided by Caltrans for the Consultant's use.
4. All deliverables, backup documents, and other items required by this contract must 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 under the guidelines in this contract and each Task Order. The unprotected and modifiable digital electronic files must include the responsible person's digital electronic signature and seal. The Consultant must verify the latest version of software used prior to submittal.
5. At the end of each Task Order or when requested by the Caltrans Task Order Manager, the Consultant must also submit one unprotected and modifiable digital electronic copy of all deliverables, backup documents, and other items required by this contract in a specified digital device format. The file formats must be specified in each Task Order. Documentation must accompany each digital device indicating the contents of each file.

6. The Consultant personnel involved in preparation or review of deliverables, backup documents, and other items must be identified in the prepared or review report.
7. If the Consultant fails to submit the required deliverables, backup documents, and other items required by this Agreement and any approved Task Order, Caltrans may withhold payment and/or terminate this Contract under the termination provisions of this contract per Exhibit D, Section III, Termination. If the Agreement is terminated, the Consultant must, at Caltrans' request, return all materials recovered or developed by the Consultant under the Agreement.
8. The Consultant must prepare and update the Caltrans WBS in this contract for each Task Order issued by the Caltrans Task Order Manager showing a deliverables schedule. The Consultant must 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 cause termination of the Task Order or this Agreement. Caltrans may have work completed allowed by law, for which the Consultant must 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.
9. Deliverables specified in each Task Order must be delivered to the attention and address stated in each Task Order.
10. The Consultant must be capable of working in either English or Metric units.
11. All deliverables must be prepared in U.S. Customary English Units unless an exception is approved. The units to be used for deliverables must be addressed within individual Task Orders.
12. A Task Order may require the Consultant to use software and digital electronic formats other than those stated in this contract as needed to accomplish the objectives of the Task Order.
13. Quality Control Plan:

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

The Consultant's quality control plan must 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 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 must provide an outline of the quality control program before a specific task begins and must identify critical quality control reviews within each Task Order. The Caltrans Task Order manager must periodically request evidence that the quality control/quality assurance plan is functioning. All deliverables, backup documents, and other items required by this contract must be submitted to the Caltrans Task Order manager for review. The deliverables must be marked clearly as being fully checked or unchecked, and that preparing the material followed the quality control plan established for the work. The Quality Control/Quality Assurance (QC/QA) plan must contain provisions for developing appropriate "checklists" to maintain product quality and control. These "checklists" must be delivered to the Caltrans Task Order Manager with the QC/QA plan. The Consultant must update these documents when directed by the Caltrans Task Order Manager. Within 30 calendar days of the Notice to Proceed,

the Consultant must submit to the Caltrans Task Order Manager or Caltrans designee a job specific QC/QA plan and staffing plan.

14. Subject to Caltrans review, approval, and acceptance, the Consultant has total responsibility for and must verify the accuracy and completeness of the deliverables, backup documents, and other items required by this Agreement prepared by the Consultant or its Sub-Consultants for the projects as specified in this Agreement and in each Task Order. All deliverables, backup documents, and other items required by this Agreement must be reviewed by Caltrans for conformity with project standards and the requirements in the Task Order and this Agreement. The deliverables, backup documents, and other items 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.
15. The Caltrans Contract Manager or Task Order Manager must address all questions which may arise on the quality or acceptability of deliverables furnished and work performed for this Agreement.
16. Prepare the deliverables, backup documents, and other items required by this contract under prevailing industry standards and in a form acceptable to the Caltrans Contract Manager or the Caltrans Task Order manager. These items must identify the preparer, the designated reviewers, and the criteria for acceptance. The deliverables must satisfy the Caltrans acceptance criteria and tests. The work product must 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 must conform to industry standards and all Caltrans, State, and Federal Standards, Requirements, and Procedures. All deliverables must be approved by the Caltrans Contract Manager or Caltrans designee.
17. The minimum standard of appearance, organization, and content of deliverables, backup documents, and other items required by this contract, must be that of similar types produced by Caltrans and set forth in related Caltrans manuals.
18. Caltrans and the Consultant must 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 must satisfy the standards set forth in “Standards” section to be accepted for payment.

R. Right of Way Engineering Surveying Deliverables

1. The Consultant must obtain written approval from Caltrans for all deliverables, backup documents, and other items required by this Agreement. If there are no Caltrans standardized forms, the format and content requirements for all deliverables, backup documents, and other items required by this Agreement must be specified in each Task Order.
2. All land surveying services deliverables, backup documents, and other items required by this Agreement performed on computer must be delivered in Caltrans approved hardware and software formats. Specific deliverable file formats must be identified in the individual Agreement Task Orders.
3. All maps must be submitted in unprotected and modifiable digital electronic files in the Caltrans-approved and designated formats and must conform to Caltrans standards.
4. Survey points, lines, and monuments must be established, marked, identified and referenced, as required by Standards and Symbols for Photogrammetric Mapping, CADD Standards, Task Order, and the requirements in this Agreement.
5. Survey notes, drawings, calculations and other survey documents and information must be completed as required by the Task Order and the requirements in this Agreement.
6. All original survey documents resulting from this contract (including original field notes, data collector raw files, edits to field data, adjustment calculations, final results, and intermediate documents) must be delivered to Caltrans and must become the property of Caltrans. The Consultant must retain a copy of all survey documents furnished to Caltrans. When the survey is performed with a Total Station Survey System, the original field notes must be a hard copy listing in a readable format of the data (observations) as originally collected and submitted by the survey party. The person in “Responsible Charge” of the survey must sign the listing.

7. The final results of all surveys must be delivered to Caltrans in the formats specified below:
 - a. The HORIZONTAL CONTROL must be submitted in unprotected and modifiable digital electronic files in the Caltrans-approved and designated formats, and must conform to Caltrans standards. The digital electronic medium must follow the Caltrans computerized system. Also, an alpha/numeric hard copy point listing with adjusted California Coordinate System northings and eastings and descriptions must be submitted.
 - b. The VERTICAL CONTROL must be submitted in unprotected and modifiable digital electronic files in the Caltrans-approved and designated format, and must conform to Caltrans standards. The digital electronic medium must follow the Caltrans computerized system. Also, an alpha/numeric hard copy benchmark listing with adjusted elevations and descriptions must be submitted.
 - c. The Appraisal Maps, Record Maps of the Record of Survey must be submitted in unprotected and modifiable digital electronic files in the Caltrans-approved and designated formats, and must conform to Caltrans standards. The digital electronic medium must follow the Caltrans computerized system as specified in the Task Order (AutoCAD Civil 3D). Also, hard copy drawings and an alpha/numeric hard copy listing must be submitted.
 - d. Other - As specified in the Task Order.
8. Caltrans role must be limited to technical oversight only and monitoring the Consultant's quality assurance program.
9. Quality assurance must be required for Caltrans produced data or data produced by another Consultant.

S. Conflict of Interest

1. General Requirements

- a) All land surveying support services provided by the Consultant and Deliverables produced by the Consultant shall be free of any conflict of interest and shall be subject

to the approval and acceptance of the Caltrans Contract Manager. The Consultant shall inform the Caltrans Contract Manager of any 'perceived' conflict of interest as soon as discovered.

- b) In the event of non-acceptance due to discovery of conflict of interest, the Consultant shall provide replacement deliverables free of any conflict of interest as a prerequisite for receipt of payment and at no additional cost to Caltrans. In the event the Consultant is unable to provide replacement Deliverables, the Consultant shall not receive compensation for the Deliverables containing the conflict of interest. If work is later determined to contain a conflict of interest, either the Consultant shall reimburse Caltrans for any amount paid for the conflicted work or Caltrans may deduct that payment from any current or future amounts owed to the Consultant. Failure by the Consultant to disclose any conflict of interest to the Caltrans Contract Manager is grounds for termination of the Agreement for default pursuant to Exhibit D, Section III, Termination, of the awarded Agreement.
- c) The Consultant, its subConsultants and their subsidiaries thereof who may provide, has provided, or is currently providing land surveying support services on any Caltrans project services listed in this Scope of Work, must disclose the contractual relationship, the dates and the nature of the services (either actually provided or potentially to be provided under the Agreement(s)).
- d) The Consultant, its subConsultants and their subsidiaries are required to disclose in the SOQ and throughout the term of the awarded Agreement any land surveying services provided to Caltrans and all Consultant clients which either actually provided or potentially to be provided under that Agreement(s) on the project services listed in this SOW.
- e) Failure by the Consultant to notify the Caltrans Contract Manager is grounds for termination of the Agreement for default pursuant to Exhibit D, Section III, Termination, of the awarded Agreement. The Consultant and its subConsultants have not, currently do not, and will not provide land surveying services including project management services and claim services on the same Caltrans project services identified in this SOW.
- a) Former Caltrans employees, including former retired annuitants, designated in a Conflict of Interest Code are subject to post employment restrictions under Government Code Section 87406. Information regarding post-employment ban as stated in Government Codes is found at the California Fair Political Practices Commission website: <http://www.fppc.ca.gov/>.
- b) Throughout the terms of the Agreement, the Consultant and its SubConsultants shall disclose and briefly describe any financial, business or other relationship with Caltrans, governmental agencies (e.g. California Transportation Commission - CTC, Bay Area Toll Authority - BATA, Metropolitan Transportation Commission - MTC, and other)

that relates to or concerns the Caltrans (e.g. San Francisco Bay Bridge corridor, and other) Agreements and projects which may have a potential conflict of interest with the Agreement, in the Statement of Qualifications.

- c) Consultant's duties and services under this Agreement shall not include preparing or assisting the public entity with any portion of the public entity's preparation of a request for proposals, request for qualifications, or any other solicitation regarding a subsequent or additional Agreement with the public entity. The public entity entering this Agreement shall at all times retain responsibility for public contracting, including with respect to any subsequent phase of this project. Consultant's participation in the planning, discussions, or drawing of project plans or specifications shall be limited to conceptual, preliminary, or initial plans or specifications. Consultant shall cooperate with the public entity to ensure that all bidders for a subsequent Agreement on any subsequent phase of this project have access to the same information, including all conceptual, preliminary, or initial plans or specifications prepared by contractor pursuant to this Agreement.

2. Conflict of Interest Examples

- a) Both preparing and reviewing the same technical land surveying support services work on the same project for Caltrans or others.
- b) Prospective Consultants having financial, business, or other relationship with the transportation partners that may have an undue advantage of obtaining policy and guidance prior to the release to the general public which may impact transportation decisions and project alternatives. Prospective Consultants shall also list current clients who may have a financial interest in the outcome of the Agreement.
- c) If project or policy work requirements developed for land surveying Services under the Agreement unduly bias outcomes for financial benefits.
- d) Develop regulations, policy, or procedures that give Consultant financial benefits towards the sales, products, or equipment.
- e) The above conflict of interest scenario is only an example of possible conflicts of interest for the services provided under the Agreement, but is not intended to describe all circumstances for potential or actual conflicts.

T. List of Abbreviated Terms

A&E (Architectural and Engineering)

BPELSG (California State Board of Professional Engineers, Land Surveyors, and Geologists)

CADD (Computer Aided Drafting & Design)

Caltrans (California Department of Transportation)

DBE (Disadvantaged Business Enterprise)

DPAC (Division of Procurement and Contracts)

DVBE (Disabled Veterans Business Enterprise)

FHWA (Federal Highway Administration)

GNSS (Global Navigation Satellite System)

GPS (Global Positioning System)

MUTCD (Manual of Uniform Traffic Control Devices)

OSHA (Occupational Safety and Health Administration)

OICR (Office Indirect Cost Rate)

PDT (Project Development Team)

PLS (Professional Land Surveyor)

RTK (Real Time Kinematic)

RTN (Real Time Network)

SOW (Scope of Work)

WBS (Work Breakdown Structure)

WSG (Workplan Standards Guide)

U. Datum Requirements

1. Caltrans must designate the existing horizontal and vertical control monuments to be the basis of Consultant performed surveys and mapping. Caltrans must provide the California Coordinate System values for the horizontal control monuments and the elevation values for the vertical monuments. All bearings and distances must be on the California Coordinate System as based on the primary control furnished to Consultant. The Consultant must adjust the Consultant performed surveys utilizing the designated control monument values. Exceptions need prior written approval from the Caltrans district survey engineer.
2. All surveying data and maps prepared by the Consultant must conform to Sections 8801 through 8902 of the Public Resources Code. Distances and bearings shown must be grid and the maps and documents must show the datum and combination factor for surface conversion.
3. The Task Order must designate which epoch of the California Coordinate System is to be used for horizontal coordinate values.

4. The Task Order must designate the vertical datum to be used for elevations.

V. Monument Markings

Monuments established by the Consultant must be marked by the Consultant with Caltrans-furnished disks, plugs, or tags. In addition, the Consultant must identify State furnished monuments by tagging or stamping the monuments with the license or registration number of the Consultant's surveyor in "Responsible Charge" of the work.

Attachment 1

Project ID	EA	Project Name
1012000006	10-28150	SJ 12 Pavement Anchor Project
1022000068	10-1P090	Tuolumne 49 Pavement Anchor Project
1022000069	10-1P100	Riverbank to Oakdale Pavement Anchor Project