



STATE OF CALIFORNIA DEPARTMENT OF TRANSPORTATION
REQUEST FOR QUALIFICATIONS NOTICE
NUMBER 05A3042

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 Adam Matheny at Adam.Matheny@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 Independent Cost Estimator (ICE) and Construction Scheduler in support of CMGC Project Development and Construction Services**. 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 \$ 501,360.00 \$ 814,710.00
- C. The estimated contract term is three years.
- D. Interviews will be held **in person** on October 1, 2026 at
2015 E. Shields Ave., D05 Midway 123 Sand VTC
Fresno, CA 93726
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 November 9, 2026. The fee for profit shall be (10%) ten percent, and the escalation shall be as follows:

Year	Period	Escalation
0	09/16/2026 - 09/30/2027	1.71%
1	10/01/2027 - 09/30/2028	3.42%
2	10/01/2028 - 09/30/2029	3.42%
3	10/01/2029 - 09/30/2030	3.42%

Notes:

- Partial year will only occur on the last year of the contract term. All other periods are full years.
 - Increases to the loaded billing rates after contract execution is not authorized for any reason per Article IV, Section 17 and Article XVI, Section 6 of the California Constitution.
- G. The scheduled date to complete cost negotiations and submit final cost proposal is November 18, 2026.
- H. Disadvantaged Business Enterprise Program
- On September 30, 2025, the U.S. Department of Transportation (U.S. DOT) issued an interim final rule (IFR) which, among other things, implemented changes to the Disadvantaged Business Enterprise (DBE) Program via modifications to 49 Code of Federal Regulations Part 26. (Docket Number DOT-OST-2025-0897.) The IFR was published in the Federal Register on October 3, 2025, and took immediate effect. (90 FR 47969 (Oct. 3, 2025).) The IFR, as published in the Federal Register, is available at the following url: [Docket No. DOT-OST-2025-0897](#)
 - 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 09/16/2026**. 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, Adam Matheny, at Adam.Matheny@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
Independent Cost Estimator (ICE) and Construction Scheduler in support of CMGC
Project Development and Construction Services
for Caltrans, Division of Project Management, District 5
Project Specific Contract

A. Purpose of Work

1. The Consultant shall perform consultation, professional and technical services required for Independent Cost Estimator (ICE) and Scheduler related Project Development and Construction Support Services including, but not limited to, analysis, reports, and work related to Independent Cost Estimate, and Scheduler for the Department of Transportation (Caltrans). The Consultant may provide services to Caltrans including, but not limited to, studies related to preparation of the independent cost estimate and include constructability means and methods, equipment availability, production rate studies, cost analysis studies, deliverables to support the preparation of the Independent Cost Estimate, schedule support to cost reconciliation and Award, and during the construction phase.
2. An independent cost estimator under this agreement will perform a series of detailed cost estimates. These estimates will be performed independently of the Construction Manager/General Contractor (CMGC) and independent of the Project Manager /Engineer, and will become an important tool to set up, compare, and validate the Construction Proposed Price bid. These estimates, showing all quantities (including temporary materials), anticipated production rates, labor prices, material prices, and equipment prices are to be generated to demonstrate the direct costs of each project. For a comparison to specialized work, the ICE may also be required to acquire sub-contractor and material pricing quotations from vendors. Additionally, these estimates will generate a cost for all indirect costs such as project management, supervision, field office support, mobilization costs, construction utility costs, insurances, profits, and other directly related costs. It is expected that these estimates will be held 'in the blind' and only used to determine if the proposed Construction Proposed Price bid for any piece of the work is within an acceptable range for recommendation to award. The Department may elect to have the CMGC provide subcontractor and material pricing to the ICE as part of the estimate reconciliation process.
3. Architectural and Engineering Services
Notwithstanding any other provision in this Agreement, the Consultant shall provide only architectural and engineering services defined by Government Code section 4525(d) and 4526 ("A&E Services") in regard to the services covered by

this Agreement. Only A&E Services are permitted to be performed under this Agreement, except that non-A&E Services are permitted *as long as* the value of such non-A&E services do not exceed 15% of the total expenditures under this Agreement. No compensation will be provided to the Contractor for non-A&E Services that exceed 15% of the total expenditures under this Agreement without the prior written consent of the DPAC.

4. The DEPARTMENT has obtained general authority to utilize the Construction Manager General Contractor (CMGC) project delivery method to deliver projects under California Public Contract Code - PCC § 6700. The CMGC delivery method allows the DEPARTMENT to engage a contractor (CMGC Construction Manager or CMGC-CM) during the design process to provide input on the design. During the design phase, the Construction Manager provides advice including, but not limited to, scheduling, pricing, and construction phasing to assist the DEPARTMENT to design a more constructible project. When design (or portion thereof) is complete, the CM becomes the General Contractor (GC) and constructs the project. However, this contract is for the procurement of a team of Independent Cost Estimators and Schedulers as described under Section D - Description of Required Services below. The purpose of this statement of work is to procure project specific A&E ICE Services for utilization within the CMGC delivery method.
5. The Consultant will provide independent cost estimating and schedule services in support of the CMGC delivery method for District 5 Project in support of the CMGC delivery method. This project is located on Route 46, east of the town of Shandon from San Luis Obispo County PM 57.3 to PM 60.8 and from Kern County PM 0.0 to PM 0.4. The project proposes to convert the existing 2-lane conventional highway to 4-lane divided expressway.
6. The consultant will review and become familiar with the following information:
 - a. Project Report(s) all their attachments
 - b. Environmental Document(s)
 - c. Design Details
 - d. Specifications and Special Provisions
 - e. Any project specific documentation when made available
7. Exclusion of Work.

Except for ICE services for CMGC projects, the following services are excluded from this Contract:

- a. All other projects that are not CMGC delivery method or CMGC projects that are not listed as set forth in Table 1 "Location of Work" work is excluded.

- b. Professional and technical engineering services required for Roadway Design and related Project Development and Construction Services.
- c. Professional and technical engineering services required for Architecture and Structural Engineering - includes new or retrofit design of bridge or major building facility structures.

B. Location of Work

1. The work shall be performed on the Project within the limits of Caltrans District 5. The Project is located on Route 46, east of the town of Shandon from San Luis Obispo County PM 57.3 to PM 60.8 and from Kern County PM 0.0 to PM 0.4.
2. The project will replace the existing 2-lane conventional highway with a new facility located along and north of the existing location.

More specifically, the project is anticipated to include the following elements:

- a. Construct a widening of the existing facility.
3. The Specific CMGC Project(s) consists of the Project IDs listed in Table 1.

Table 1: Specific CMGC Projects

EA	Project ID	DISTRICT	ROUTE	PROJECT DESCRIPTION
05-3307E	0518000075	5	SLO-46	State Route 46 Corridor Improvements -Segment E – Antelope Grade

4. Caltrans intends to utilize this Contract to complete a specific piece of work as long as the work is a part of the Specific CMGC Project(s) utilizing the services described in this Scope of Work and as described in Task Order.
Should a Contract 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 Exhibit D, Section III, Termination of this Contract. Such partial termination for convenience shall be processed by amendment to this Contract.

C. Schedule

Completion time for each Cost Estimate deliverable (labeled D) and Projects' milestones (labeled M) are set forth below. The dates described are subject to change depending on the progress in the development of the Projects' design and construction.

Table 1. Schedule for Project ID 0518000075, EA 05-3307E Antelope Grade
Phase 1 Tentative dates subject to change

Completion of 100% Design Estimates	D	11/4/2026
Completion of Construction	M	08/17/2029

Table 2 cont. Schedule for Project ID 0518000075, EA 05-3307E Antelope Grade
Phase 2 Tentative dates subject to change

Completion of 95% Design Estimates	D	01/06/2027
Completion of 100% Design Estimates	D	09/02/2028
Completion of Construction	M	08/08/2031

D. Description of Required Services

1. The Consultant shall provide the A&E Services as described in this Agreement, bid evaluation, cost-benefit analysis, and project Construction cost estimate negotiation.

For purposes of clarifying the definition of A&E Services, these services must satisfy the following requirements:

- a. The services must be rendered for a Caltrans project or project development.
- b. The services and the professional licenses, registrations or certifications must pertain to the following professional services:
 - (a) Construction project management provided by licensed architects, registered engineers, or licensed general contractors.
- c. Pursuant to an authorized Task Order, the Consultant shall provide Independent Cost Estimating and Scheduling Services within the geographical jurisdiction of the Contract set forth in "Location of Work" Section, and all necessary personnel, material, transportation, lodging, instrumentation, and the specialized facilities and equipment necessary to satisfy all appropriate agencies and required to 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.
- d. This contract is for the procurement of a team of Cost Estimators and Schedulers as described below.
- e. The Consultant shall provide Independent Cost Estimating for the Project on Phase 1 Plans, Specifications, and Estimate (PS&E) phase. The Consultant shall also prepare construction schedule and analyze construction methods and productions in support of ICE.
- f. The Consultant shall provide construction cost estimating and scheduling services in support of one of the projects in the CMGC Program. A major

outcome of these services is a construction cost estimate and number of working days schedule that is independent of the estimates developed by the DEPARTMENT (Engineer's Estimate) and the CMGC-CM ("bid"). The Independent Cost Estimates developed under this contract will be used to validate the final CMGC "bid" for each construction contract.

- g. The bidding process is set up to verify a comparison between all estimates completed by the Program Manager (PM), Independent Cost Estimator (ICE) and CMGC-CM. The ICE's estimate is kept hidden from CMGC-CM to maintain integrity in the bidding process.

E. 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 task complexity for 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 substituted or added shall have the same job classification, as set forth herein or in the Consultant's Cost Proposal, Attachment 2, and shall not exceed the billing rate, and meet or exceed the qualifications and experience level of the previously assigned personnel, at no additional cost to Caltrans. 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 predominantly 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 determine 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 to the contract. 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 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.
15. Critical to the validity of the selection process is the absolute necessity to maintain process integrity and confidentiality. All Consultant personnel are required to sign a No Conflict of Interest Statement and confidentiality and

nondisclosure agreement (NDA). A copy of the No Conflict of Interest Statement with the first invoice and NDA shall be submitted upon request.

16. 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>.
17. All Consultant personnel are required to sign a confidentiality and Nondisclosure Agreement (NDA) issued by the Consultant firm. NDA shall be submitted in draft and the opportunity provided for Caltrans to provide comments and feedback, prior to final acceptance and before commencing work on the Task Order. Executed NDAs shall be made available to Caltrans upon request.
18. 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.)

F. 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 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.

G. General Requirements

1. The Consultant shall prepare the required estimates, notes, calculations, analysis, reports, graphics, drawings, product, data, 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.

The latest Work Standards Guide (WSG) is found in the Guide to Project Delivery Workplan Standards Guide, which is available from the Caltrans' Publication Unit and on the Internet at https://dot.ca.gov/-/media/dot-media/programs/project-management/documents/workplan_standards_guide_all1y1.pdf. The WSG references the WBS categories, which are potential and related work activities applicable to the 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 the Contract. The WBS activities below applicable to the Contract are limited to those set forth below:

255 Circulate, Review and Prepare Final District PS&E Package

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. The Consultant may not disclose any information to third parties without prior written approval of the Caltrans Contract Manager.
9. 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 as long as the value of such non-A&E services do not exceed 15% of the total expenditures under this Agreement. 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.
10. The Consultant shall include the Caltrans Contract Manager in written communications to other Caltrans personnel for any clarification on the scope of work.
11. The CONSULTANT shall provide the following employees:
 - a) **Consultant Contract Manager** who manages the contract and oversees the CONSULTANT team. This person assures all contract terms and conditions are followed by the CONSULTANT's team. This person is also the leader of the technical work responsible for the quality of the work performed by the CONSULTANT's team.

- b) Consultant Task Order Manager(s)** who manages multi-disciplinary resources in support of individual task orders and in support of the CMGC Program.
 - c) Cost Estimator(s)** to provide cost estimating services for the listed project(s).
 - d) Scheduler(s)** to provide scheduling services for the listed project(s).
- 13. When assigned by the Department's Contract Manager, the CONSULTANT will complete the following tasks, including but not limited to:
 - a) CONSULTANT will assign a Contract Manager who will act as the primary point of contact for the DEPARTMENT. The Contract Manager will manage the CONSULTANT's project team. Services performed under the contract management task include but are not limited to supervision of all work performed for this project; quality of work; communication with team members; project accounting, project opening, monthly invoicing in accordance with the DEPARTMENT standards, project closeout; and communication with DEPARTMENT. All project files and deliverables created under this agreement will be compiled and provided to the DEPARTMENT at the conclusion of the agreement.
 - b) The CONSULTANT's Task Order Manager will assign one team member, likely a Cost Estimator, to attend design status meetings as required. The team member will be expected to keep the team apprised of the design development progress and direction, and to consult with the DEPARTMENT with input on the design direction.
 - c) The kickoff/field review meeting will be attended by the CONSULTANT's Task Order Manager, a Cost Estimator, and a Scheduler. In preparation for the kickoff meeting/field review, the CONSULTANT will review existing plans and information on the CMGC project provided by the DEPARTMENT for familiarity only. No deliverables will be expected.
 - d) CONSULTANT will attend the Partnering Workshop. The full day Partnering Meeting will be facilitated by others (CMGC Consultant) and will be attended by the Consultant Task Order Manager, a Consultant Cost Estimator, and a Scheduler.
 - e) CONSULTANT will attend Initial Approach to Cost Meeting and will work with the DEPARTMENT and CMGC Construction Manager (CMGC-CM) to establish an agreeable approach to cost estimating, scheduling, and risk management. This will include but not limited to open book discussion of local

labor rates, anticipated production rates, stage construction, local traffic control issues specific to the project, subcontracting approach, and cost risks. The CONSULTANT should familiarize themselves with each of these topics prior to the meeting. The Initial Approach to Cost Meeting will be attended by the Task Order Manager, a Cost Estimator, and a Scheduler. The purpose of this meeting will be to establish like assumptions for construction means and methods as well as to establish the plan to communicate changes in scope, quantity, risk and phasing between the CMGC-CM, DEPARTMENT and CONSULTANT estimating/scheduling team to ensure a consistent estimation foundation for all three parties (DEPARTMENT, ICE CONSULTANT, and CMGC-CM).

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

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

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

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

- g) CONSULTANT will perform a general review of the 95% and 100% PS&E documents to obtain an understanding of the project scope for the purposes of developing the cost estimates and schedule. CONSULTANT will actively participate in 95% and 100% Design Review Meetings. This meeting will be attended by the Task Order Manager, a Cost Estimator and Scheduler. The CMGC-CM will submit an updated construction schedule based on the 95% and 100% design documents for use by both CMGC-CM and CONSULTANT team in preparing Opinion of Probable Cost of Construction (OPCC).
- h) Prior to the preparing an estimate, the CONSULTANT will prepare the construction performance schedule. The schedule will identify project phasing and construction scenarios to optimally work with the constraints previously identified. The schedule will include procurement of long lead items and

subcontractor procurement time frames. Schedule will be formatted to follow the cost estimate for ease of analysis.

The CONSULTANT, the DEPARTMENT and the CMGC-CM will prepare independent construction cost estimates based on the 95% and 100% design milestones provided by the DEPARTMENT. The construction cost estimate shall reflect and be consistent with the agreed upon methods and measurements of payment anticipated for each bid item. Costs associated with risks should be excluded from these cost estimates. Indirect costs will be scoped, quantified, and priced discreetly. Home office overhead and profit will be identified. Agreement will be reached regarding allocation of indirect costs, overhead and profit into direct costs to arrive at a total unit price for each pay item. Mobilization and demobilization pay items will be based on identified scope, quantities, and pricing. The CONSULTANT in consultation with the CMGC-CM shall provide a narrative report documenting the Basis of Estimate for the construction cost estimate including:

Summary of markups

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

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

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

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

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

- j) CONSULTANT will submit a cost estimate to the DEPARTMENT. The CONSULTANT shall submit the independent cost estimate in accordance with the requirements delineated herein, utilizing the same production-based cost model as was used in development of the previous estimates along with a narrative report documenting critical assumptions, agreements and/or decisions of costing that may impact the fluctuations in pricing adherence (on an open-book basis) for a construction contract.
- k) CONSULTANT will actively participate in the Price Agreement Meeting. This meeting will be attended by the Task Order Manager and the Cost Estimator.

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

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

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

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

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

H. Standards

1. All work shall be performed in accordance with the current California Department of Transportation (Caltrans) Manuals, Project Management Handbook and Project Management Directives.
http://www.dot.ca.gov/hq/projmgmt/documents/pmhb_5thed.pdf and
<https://dot.ca.gov/programs/project-delivery/directives>.
Work not covered by Caltrans's published standards shall be performed in accordance with the generally accepted principles of project management, as described in the current guide "A Guide to the Project Management Body of Knowledge" published by the Project Management Institute (www.pmi.org).
2. Caltrans' Contract Manager shall decide all questions which may arise as to the quality or acceptability of deliverables furnished and work performed by the Consultant on projects assigned through this Agreement.
3. Manuals, Documents, and Websites.

The following manuals, documents and links to internet sites are referenced in association with the work in the 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:
<https://dot.ca.gov/>
- b. Caltrans' Code of Safe Practices:
<https://dot.ca.gov/programs/construction/safety-traffic>
- c. California Business and Professions Code:
<https://leginfo.legislature.ca.gov/faces/codesTOCSelected.xhtml?tocCode=BPC>
- d. California Code of Regulations:
<http://www.dir.ca.gov/dlse/ccr.htm>
- e. California Health and Safety Code:
<https://leginfo.legislature.ca.gov/faces/codesTOCSelected.xhtml?tocCode=HSC>
- f. California Public Contract Code:
<https://leginfo.legislature.ca.gov/faces/codesTOCSelected.xhtml?tocCode=PCC>
- g. California Public Resources Code:

<https://leginfo.legislature.ca.gov/faces/codesTOCSelected.xhtml?tocCode=PRC&tocTitle=+Public+Resources+Code+-+PRC>

- h. Caltrans Highway Design Manual:
<https://dot.ca.gov/manuals>
- i. Manual of Uniform Traffic Control Devices (MUTCD):
California Manual on Uniform Traffic Control Devices:
<https://www.fdot.gov/traffic/TrafficServices/MUTCD.shtm>
- j. Caltrans Construction Manual:
<https://dot.ca.gov/programs/construction/construction-manual>
- k. Caltrans Project Development Procedures Manual (PDPM):
<https://dot.ca.gov/manuals>
- l. Caltrans CADD User's Manual:
<https://dot.ca.gov/programs/design/manual-cadd-users-manual>
- m. Caltrans Standard Plans and Standard Specifications:
Caltrans Specification and Estimate Procedures:
<https://dot.ca.gov/programs/design/ccs-standard-plans-and-standard-specifications>
- n. Caltrans Standard Special Provisions:
<https://dot.ca.gov/programs/traffic-operations/ep/specifications>
- o. Caltrans Guide for the Submittal of Plans, Specifications, and Estimates:
Caltrans Plans Preparation Manual:
<https://dot.ca.gov/programs/design/manual-plans-preparation-manual-ppm>
- p. Caltrans Policy and Guidelines: Cost Estimate:
<https://dot.ca.gov/-/media/dot-media/programs/design/documents/costestimatingguidance10-10-2014-al ly.pdf>
- q. Caltrans Project Management Handbook:
<https://dot.ca.gov/programs/project-management/reports-guidance>
- r. Caltrans Project Management Directives:
<https://dot.ca.gov/programs/project-delivery/directives>
- s. Caltrans Project Risk Management Handbook:
<https://dot.ca.gov/programs/project-management/reports-guidance>
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- t. Project Management Institute (PMI) "A Guide to the Project Management Body of Knowledge":
www.pmi.org
- u. Caltrans Ready-to-list and Construction Contract Award Guide:
http://www.dot.ca.gov/hq/esc/oe/specifications/rtl_guide (broken link)
[http://ppmoe.dot.ca.gov/hq/esc/oe/construction_contract_standards/rtl_guide/RTL_GUIDE_FINAL_Jan_2014_\(2-04-14\).pdf](http://ppmoe.dot.ca.gov/hq/esc/oe/construction_contract_standards/rtl_guide/RTL_GUIDE_FINAL_Jan_2014_(2-04-14).pdf)
- v. Caltrans Design Information Bulletins:
<https://dot.ca.gov/programs/design/design-information-bulletins-dibs>
- w. Caltrans Design Memorandum:
<https://dot.ca.gov/programs/design/design-memoranda>
- x. Caltrans Value Analysis Program:
<https://dot.ca.gov/programs/design/value-analysis>
- y. Guide to the Caltrans Capital Project Work Breakdown Structure (WBS).
https://dot.ca.gov/-/media/dot-media/programs/project-management/documents/workplan_standards_guide_all%20y1.pdf
- z. Caltrans Manual on High and Low Risk Underground Facilities.
<https://dot.ca.gov/-/media/dot-media/programs/local-assistance/documents/lpp/2010/lpp03-03.pdf>
- aa. Caltrans' Landscape Architecture Program Webpage:
<https://dot.ca.gov/programs/design>
- bb. Caltrans' Visual Impact Assessment (VIA) Program Webpage:
<https://dot.ca.gov/programs/design/lap-visual-impact-assessment>

I. Personnel Requirements

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

1. 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, Project Manager, Functional Manager, or designee.

The Consultant Contract Manager shall have a documented minimum of five (5) years of responsible experience performing the duties as a Consultant Contract Manager for similar Roadway Construction Services contracts. The Consultant Contract Manager shall be knowledgeable about all Caltrans policies and procedures. Specifically for the five years of responsible experience performing the duties as a Consultant Contract Manager, the other Project Manager, Design Manager, Lead Designer, and other lead roll position experiences will not qualify for the Consultant Contract Manager experience as outlined in the RFQ for Personnel Requirements under Consultant Contract Manager.

The Consultant Contract Manager shall have a documented minimum ten (10) years of demonstrated experience acceptable to Caltrans in Roadway Construction Services work. Experience in Construction Manager General Contractor methodology is desirable. The Consultant Contract Manager shall be an employee of the prime Consultant.

Each cumulative set of 5 years and 10 years minimum years of experience, gained from multiple projects at various times, shall include the total time not accounting for double-counting or any overlapping between the two types of experience. Specific contract management experience shall be detailed for each relevant project listed in the resume section of the Statement of Qualifications (Section E of the Standard Form 330). SF330 Resume shall provide a brief description of each project and include significant details of the previous role that best demonstrates the person's capability and experience relevant to his/her proposed role in this contract and consistent with the RFQ.

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, ensure product accuracy, and identify critical reviews and milestones.
- h. Reviewing work prepared by CONSULTANT's personnel.
- i. Assuring that all applicable safety measures are in place.
- j. Providing invoices in a timely manner and providing monthly Contract expenditures.
- k. Reviewing invoices for accuracy and completion before billing to Caltrans.
- l. Managing Subconsultants.
- m. Managing overall budget for Contract and provide report to the Caltrans Contract Manager.
- 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.

2. Consultant Task Order Manager

Task Order Manager shall possess either "A-General Engineering Contractor" or equivalent License or Registered Professional Engineer license and have at least ten (10) years' documented experience in delivery of highway projects. Experience in Construction Manager/General Contractor methodology is desirable.

The cumulative 10 years minimum years of experience, gained from multiple projects at various times, shall include the total time not accounting for double-counting or any overlapping. Relative experience shall be detailed for each relevant project listed in the resume section of the Statement of Qualifications (Section E of the Standard Form 330). SF330 Resume shall provide a brief description of each project and include significant details of the previous role that best demonstrates the person's capability and experience relevant to his/her proposed role in this contract and consistent with the RFQ.

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.

3. Consultant Responsible Person - Independent Cost Estimating and Scheduling Services Requirements

The Consultant Independent Cost Estimating and Scheduling Services Responsible Person shall possess either “A–General Engineering Contractor or equivalent” License or Registered Professional Engineer or a licensed contractor at all times during the Contract period to perform the tasks described in this Contract and in the Task Orders. The Consultant Responsible Person can be also the Consultant Task order Manager.

- a. The Consultant shall assign an ICE and Scheduler responsible person for this contract who is authorized to review and approve Consultant’s deliverables.
- b. In this Contract, a person who is authorized to review and approve Consultant analytical results, estimates, schedules, notes, calculations, analysis, product, data, and other documents, other items, and deliverables in place of the Consultant Contract Manager shall be hereafter referred to as the Consultant Responsible Person for said scope.
- c. The Consultant Responsible Person shall be currently employed by the Consultant or its Subconsultants at the time the deliverables are submitted to Caltrans for consideration under the review and acceptance process.
- d. All analytical results, estimates, schedules, notes, calculations, analysis, product, data, and 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 person bearing the signature of a qualified replacement Consultant Responsible Person who is currently employed by the Consultant or its Subconsultants. In such an event, no additional time shall be allowed, or cost reimbursed to the Consultant without the prior written approval of the Caltrans Contract Manager.
- e. All of the Consultant’s work shall be conducted under the direction of the Consultant 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.

4. Consultant Cost Estimator

- a. Each of the Consultant employees assigned as a Cost Estimator shall have at least ten (10) years' documented experience in estimating complex highway projects for contractors and work under the direct supervision of the Consultant Task Order Manager. Additional experience developing estimates as an independent estimator for a transportation agency utilizing the CMGC methodology is desirable. Consultant shall provide a minimum of two Cost Estimators.
- b. The cumulative 10 years minimum years of experience, gained from multiple projects at various times, shall include the total time not accounting for double-counting or any overlapping. Relative experience shall be detailed for each relevant project listed in the resume section of the Statement of Qualifications (Section E of the Standard Form 330). SF330 Resume shall provide a brief description of each project and include significant details of the previous role that best demonstrates the person's capability and experience relevant to his/her proposed role in this contract and consistent with the RFQ.
- c. The Consultant Construction Cost Estimator shall be knowledgeable and experienced in the following:
 - i. Preparing reports, plots, exhibits, and other presentation materials and items related to construction cost estimating.
 - ii. Principles of effective communication and supervision.
 - iii. General knowledge of construction process, terminology and timelines, and working knowledge of Caltrans' construction process and filing system.
 - iv. Analyzing construction scheduling and providing expert assessment for merit of entitlement and estimating costs.
 - v. Working knowledge of 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.

5. Consultant Scheduler

- a. Each of the Consultant employees assigned as a Scheduler shall have at least five (5) years' documented experience in developing critical path method schedules for contractors on complex transportation projects and five (5) years' experience of schedule management on major urban freeways.

Additional experience developing schedules as an independent scheduler for a transportation agency utilizing the CMGC methodology is desirable.

- b. The cumulative 5 years minimum years of experience, gained from multiple projects at various times, shall include the total time not accounting for double-counting or any overlapping. Relative experience shall be detailed for each relevant project listed in the resume section of the Statement of Qualifications (Section E of the Standard Form 330). SF330 Resume shall provide a brief description of each project and include significant details of the previous role that best demonstrates the person's capability and experience relevant to his/her proposed role in this contract and consistent with the RFQ.

J. Materials to be provided by Caltrans

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

K. Equipment and Materials to be provided by the Consultant

1. Unless otherwise specified herein or in the Task Order, the Consultant shall provide all materials to complete the required work.
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.
3. Cost estimating, scheduling and related Project Development 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 the 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, design aids, 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. Processing digital terrain models in Caltrans' approved roadway design format (AutoCAD Civil 3D and/or MicroStation).
 - iv. Coordinate geometry calculations (COGO). This software shall use/create coordinate geometry databases; naming and coding conventions in the Caltrans approved formats (AutoCAD Civil 3D and/or MicroStation).
 - v. Interpolating survey data.
 - vi. Formatting survey data and digital terrain models to the formats used by the Caltrans' computerized survey and design systems.
- d. The Consultant shall provide a computer system for each person working under a Task Order that meets the Caltrans current specifications. Qualified Caltrans IT personnel shall install required software. Caltrans reserves the right to provide the computer equipment and access to computer system on a short-term, temporary basis if such items are beneficial to Caltrans' interest.
- e. Reference material, design aids, 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 the 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.
- h. Computer Aided Drafting equipment and software capable of producing surveying and Roadway Design and related Project Development and Construction maps, drawings, and documents in the Caltrans approved format (MicroStation, and/or AutoCAD Civil 3D).

L. Monitoring and Review Procedure

- 1. The Caltrans Contract Manager shall have the unilateral right, from time to time, or as requested by the Consultant, to monitor and review the progress and processes of the Consultant related to work performed under the 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, after the first Task Order, annually, and at the expiration of the Contract. Unsatisfactory reviews of specific consultant personnel may result in Caltrans requesting that they be replaced with new personnel; the Consultant shall immediately replace personnel with individuals whose qualifications at a minimum equal those of the personnel replaced at no additional cost to Caltrans. Evaluation includes, but not be limited to, the following:
 - 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. Conflicts of interest.
3. 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.
4. As a minimum, the monthly report should address the following specific areas:
 - a. Time related project status via a bar chart schedule.
 - b. Physical progress. (Performance progress report on the Scope of Work)
 - c. Amendment summary history.
 - d. Narrative status report by task to include work accomplished in the previous month, work planned for the next month, identification of project issues, and an action plan to resolve issues. (Descriptive progress report of all Task Orders).
 - e. Earned Value Report.
 - f. Graphical comparisons for actual progress vs. earned and planned progress for: physical (% complete), performance (hours complete), and cash flow.
 - g. Bar Chart Schedule showing the Critical Path and Logic Network Schedule and identifying issues that would affect the project development activities and milestones.
 - h. Monthly forecast of work report showing total dollars expended in current month, next month's planned expenditures, and planned expenditures for the remainder of the fiscal years.
 - i. Consultant shall give written notice to the Caltrans Contract Manager in coordination with the Caltrans Task Order Manager within seven (7)

working days after Consultant knows or should know of any cause or condition which may, under reasonably foreseeable circumstances, result in delay and cost over-runs for which Consultant may request an extension of time and monies to complete the services.

- j. Consultant shall report in a timely manner, through correspondence and monthly progress reports, whenever it appears that approved schedules outlined in the Task Order will not be met, whether or not the reasons are within the Consultant's control. In the event the Task Order Scope and Schedule of the Services are modified, and the modified Schedule is approved by Caltrans, the Consultant shall submit a revised Milestone Schedule. Consultant shall perform the Services in accordance with the latest approved revised Task Order Milestone Schedule.

M. 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 the 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 the 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 the 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 the Contract and the charges incurred by the Consultant that does not conform to the requirements specified in the 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 the 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 Consultant's duties or responsibilities under the Agreement.

N. Deliverables

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

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

work, and a summation of total costs proposed for the Task Order. All costs must be in accordance with the cost proposal, Attachment 2, of this Agreement.

4. Caltrans Review of Deliverables

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

O. Conflict of Interest

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

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

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

The following are examples of conflicts of interest:

- Providing design services for Caltrans and / or construction inspection services for the construction contractor on the same project.
- Bid and accept award for non-A&E construction contract on the same project that CONSULTANT provided ICE and scheduler services for.
- Prospective consultants having financial, business or other relationship with the Construction Contractor that may have an impact upon the outcome of the projects listed. Prospective consultants shall also list current clients who may have a financial interest in the outcome of the contract.
- Prospective consultants having financial, business or other relationship with the CMGC Consultant/Contractor for the projects listed.

- Prior Architectural and Engineering State Employees as stipulated in Public Contract Code 10410-10411

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

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

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

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