

California Department of Transportation

ADMINISTRATION
DIVISION OF PROCUREMENT AND CONTRACTS
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08/20/2026

Request for Proposal Notice to Prospective Proposers RFP Number 74A1775

You are invited to review and respond to this **Request for Proposal (RFP) Number 74A1775**, titled **Salton Sea West Flood Resilience Study**. In submitting your proposal, you shall comply with the instructions found herein. In addition to those programs and preferences that are specified in this solicitation, Prospective Contractors are encouraged to consider programs and preferences that are available, such as those for the use of small businesses, disadvantaged businesses, disabled veteran businesses, and other businesses covered by State and Federal programs and preferences.

As required by Executive Order S-02-06, the California Department of Transportation (Caltrans) is committed to meeting the State's 25 percent (25%) Small Business (SB) participation goal. Certified SBs, Micro Businesses (MB) are encouraged to submit bids. See Section D, Special Programs, Item 1, in this RFP for requirements.

The Department of Transportation (Caltrans) is committed to meeting the State's 25% Small Business participation goal, as required by Governor Executive Order S-02-06 and want to encourage Certified Small Businesses (SB), Microbusinesses (MB), and any Contractors willing to commit to subcontracting a minimum of 25% of their net bid price to certified SB or MB to submit proposals

Note that all Agreements entered into with Caltrans will include, by reference, General Terms and Conditions (GTC 02/2025) and Contract Certification Clauses (CCC 04/2017) that must be downloaded at Internet site <https://www.dgs.ca.gov/OLS/Resources/Page-Content/Office-of-Legal-Services-Resources-List-Folder/Standard-Contract-Language>. Page one must be signed and submitted prior to the award of the Agreement.

The designated contact person for this RFP is:

Sushrey Nepal
Department of Transportation
Email address: Sushrey.Nepal@dot.ca.gov
Phone: (916) 616-0860

Please note that no **verbal** information given will be binding upon Caltrans unless such information is issued in writing as an official addendum.

Technical questions regarding this solicitation will be addressed, in writing, in accordance with the Questions and Answers portion of this RFP. **See Section C) 3 Questions and Answers** for more details.

Sincerely,

SUSHREY NEPAL

Contract Analyst

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A) Purpose and Description of Services

The study is located along the west side of the Salton Sea on routes 78 and 86 in Imperial County and extends 10 miles into Riverside to address priority issues in the vicinity of Torres Martinez Desert Cahuilla Indians. Study area roadway segments are experiencing an increasing number of recurring washouts and flooding events due to larger/more frequent precipitation events (expected to increase 8.2% by 2085) and may cost the state millions. In the last ten years District 11 has spent nearly \$5 million on nine (9) separate washout/flooding Director's Orders (DO) emergency projects in the study area, reaffirming the need for a long-term solution to proactively address these climate impacts while ensuring that unnecessary expenditures are limited. This increasing number of events may lead to damaged infrastructure, road closures, delays, and potentially dangerous roadway conditions for the surrounding tribal lands and disadvantaged communities. Additionally, these impacts combined may reduce access to key community amenities in surrounding cities and tribal lands such as employment centers, healthcare, and schools.

Refer to the **Proposed Form of Agreement**, which is attached to this RFP as **Attachment 9 (Exhibit A)** for a more complete description of services.

B) Minimum Qualifications for Proposers

To be considered qualified to perform the work required to conduct the Salton Sea West Flood Resilience Study, proposers must demonstrate the following qualifications and experience in the Minimum Qualifications section of their Technical Proposal.

The selected consultant can be a firm, a consortium of firms or an individual, but must demonstrate to Caltrans past substantive experience in the following knowledge areas. For the purpose of this section, Caltrans defines "substantive" as actual, full-time, paid, professional experience for one (1) or more years in a leadership or primary role.

1. Performing hydrograph analysis utilizing HEC HMS (Hydraulic Engineering Center – Hydrologic Modeling System) (minimum of three (3) years' substantive experience).
2. Performing SRH2D (Sedimentation & River Hydraulics-Two-Dimensional) Floodplain modeling (minimum of three (3) years' substantive experience).
3. Conducting public and targeted stakeholder engagement activities inclusive of Native American tribal communities. (main or sub-consultant, minimum of one (1) project/study within the last ten (10 years)).
4. Demonstrate experience applying FEMA (Federal Emergency Management Agency) and FHWA (Federal Highway Administration) flood risk analysis and hydraulic modeling guidance, specifically, FEMA Guidance Document 8.1, "Guidance for Flood Risk Analysis and Mapping – Hydraulics: Two-Dimensional Analysis (November 2023)" and FHWA Publication No. HIF-19-061 "Two-Dimensional Hydraulic Modeling for Highways in the River Environment (October 2019)" on minimum of one (1) project.
5. Minimum of one (1) project demonstrating experience and ability to analyze and project how hydraulic processes and hazards may be altered and intensified by climate stressors such as changing frequency and intensity of storm events.
6. Minimum of one (1) project demonstrating experience in transportation planning and related issues including safe and accessible bicycle and pedestrian facility planning preferably in the Caltrans District 11 area).
7. Conducting literature review of Flood Insurance Studies (FIS), Conditional Letters of Map Revisions (CLOMRs), Letters of Map Revisions (LOMRs), and Letters of Map Amendments (LOMAs), work maps, floodplain/floodway study documents, projects, as-builts, plans and synthesizing? documents summarizing findings.

8. Minimum of one (1) project demonstrating experience with, and ability to, analyze the impacts and efficacy of nature-based adaptation and armoring methods for the protection and enhancement of transportation assets and the nearby environment.

C) Proposal Requirements and Information

1. Time Schedule

It is recognized that time is of the essence. All proposers are hereby advised of the following schedule and will be expected to adhere to the required dates and times.

Event	Date	Time (Pacific Time)
RFP available to prospective proposers	08/20/2026	
Optional Pre-Proposal Conference/Teleconference	08/26/2026	11:00 AM
Written Question Submittal	09/01/2026	
Final Date for Proposal Submission	09/22/2026	2:00 PM
Oral Presentation (estimate)	Week of 10/12/2026	
Posting of Notice of Intent to Award (estimate)	Week of 10/26/2026	
Proposed Agreement Award Date (estimate)	Week of 11/02/2026	

2. Optional Pre-Proposal Conference

- A. An optional pre-proposal telephone conference will be held at **11:00 AM** on **08/26/2026** for the purpose of discussing this RFP.

Teleconference Dial-In Number: [+1-408-418-9388,,24959846502##](tel:+1408418938824959846502)

Participant Code: 2495 984 6502

- B. An authorized representative may attend the optional pre-proposal teleconference on behalf of a potential prime contractor. The representative may only sign-in for one (1) company. Subcontractors may not represent a potential prime contractor at optional pre-proposal conference.
- C. For proposers who need assistance due to a physical impairment, a reasonable accommodation will be provided upon request for the optional pre-proposal conference. The proposer must call the designated Contract Analyst no later than the fifth working day prior to the scheduled date and time of the Pre-Proposal Conference to arrange for a reasonable accommodation.

3. Questions and Answers

- A. Questions regarding this RFP must be submitted in writing by **09/01/2026**. Proposers are encouraged to submit their written questions via e-mail to Sushrey.Nepal@dot.ca.gov.
- B. Written questions must include the individual's name, Firm Name, complete address, and must reference **RFP No. 74A1775**. Questions must be sent to one of the following:

Email: Sushrey.Nepal@dot.ca.gov

Or mail to:

California Department of Transportation (Caltrans)
Division of Procurement and Contracts
Attention: Sushrey Nepal
1727 30th Street, MS 65
Sacramento, CA 95816-7006

- C. Written responses to all questions will be collectively compiled and posted, as an Addendum, to the Cal eProcure website (<https://caleprocure.com/pages/index.aspx>). It is the responsibility of the proposer to access the website for any changes or Addenda that may be posted. Refer to this RFP, **Section 1), Time Schedule**, for the schedule of events and dates/times. It is the responsibility of the proposer to check Cal eProcure for all addenda. Proposer can contact the Contract Analyst named above.

4. Technical Proposal Requirements

- A. An original proposal marked "ORIGINAL COPY" and one (1) pdf copy on a thumb drive will be required for the Technical Proposal. Each Technical Proposal shall contain at a minimum, all required items listed below. Each requirement's location must be listed in a Technical Proposal, Table of Contents. Also see RFP **Section C) 12, Submission of Proposal**, for submittal details.
- 1) **Section 1. Introduction and Minimum Qualifications:** Proposer shall:
 - a. Introduce firm and the proposed team, and summarize the highlights of the proposal.
 - b. Provide the information to demonstrate the minimum qualifications listed in RFP **Section B) Minimum Qualifications for Proposers**.
 - 2) **Section 2. Study Understanding:** Proposer shall:
 - a. Demonstrate understanding of hydrological policies, principles, regulations and key areas of concern regarding Bureau of Indian Affairs (BIA) and Caltrans transportation assets.
 - b. Discuss riverine and precipitation-based flooding impacts to transportation infrastructure and describe experience completing hydrology and hydraulics reports.
 - 3) **Section 3. Experience and Qualifications:** Proposer shall demonstrate:
 - a. Experience with similar projects including, but not limited to, project location, total cost, scope of work, notable challenges that were successfully overcome, and qualitative outcome of the work product.
 - b. Understanding of and ability to gather existing conditions and summarize opportunities and constraints for transportation and infrastructure projects.
 - c. Experience with conducting and preparing hydrograph analysis for watersheds and conducting and preparing SRH2D modeling in line with FEMA and FHWA guidance.
 - d. Experience with, and understanding of, policies and regulations surrounding hydrological analysis of transportation infrastructure on BIA land.
 - e. Experience with identifying, ranking, and describing hydrological vulnerability of transportation infrastructure.
 - f. Understanding and experience with climate resilient policies and design, including applicable science, hydrological expertise, and available adaptation strategies for transportation infrastructure.
 - g. Experience creating and executing tribal engagement plans, organizing and conducting stakeholder engagement meetings with tribal communities.
 - 4) **Section 4. Methodology:** Proposer shall describe:
 - a. Approach to the work outlined in the Scope of Work, including specific techniques to be used, and project management expertise to be deployed.

- b. Approach to developing a Tribal engagement plan and facilitating a working relationship between all parties involved.
- c. Approach to developing hydrology and hydraulics reports.

5) Section 5. Personnel: Proposer shall:

- a. List key personnel of the prime contractor who will work under the Agreement and provide brief (two-page maximum) resumes. Resumes shall include titles, education, academic degrees, professional licenses, qualifications, proposed roles and responsibilities, summaries of similar work performed and expected level of availability for this agreement. Demonstrate applicability of experience and relevant qualifications.
- b. List key personnel of the subcontractor organizations, if any, and provide qualifications, roles, and responsibilities for the company/organization as a whole.
- c. Describe organizational strategy to retain qualified key personnel, and the replacement plan if/when these key assets are lost.
- d. All key personnel of prime contractor and subcontractors assigned to the contract and listed in the Proposer's Technical Proposal must be identified by name, title, and Firm Name in the table (**Attachment 2A**). **Hours listed for key personnel on the table should match hours listed for key personnel in the Cost Proposal.**

6) Section 6. Work Plan and Schedule: Proposer shall:

- a. Provide a description of detailed project schedule, the techniques, approaches, and methods to be used in performing the services (tasks and sub-tasks) listed in the Scope of Work.
- b. Ensure activities described for each task are appropriate for the work described in **Exhibit A, Scope of Work** and specify the estimated hours to accomplish each task.
- c. Include levels of effort and resources allocated for each task with estimated hours to accomplish each task.

7) Section 7. Project Management: Proposer shall:

- a. Provide description of the Project Manager's competence in project management, capability to meet time and budget requirements of this project, and the firm's internal procedures for quality assurance and quality control, timely project completion and cost control.
- b. Provide description of an effective communication structure to demonstrate how the Project Manager will ensure close contact with Caltrans and keep stakeholders, including Caltrans, updated about key meetings, significant project events and activities, and project progress reports.
- c. Provide organizational chart showing the hierarchy of Proposer's key personnel assigned to this project. The organization chart must show the relationship between the Project Manager and key personnel of proposer's organization, and all other parties, including subcontractors.

8) Section 8. Facilities and Resources: Proposer shall:

- a. List the office location(s) from which the work on this Agreement is to be performed. Discuss how the team's office location(s) and proposed communication plan/techniques will result in efficient interactions with Caltrans staff over the term of the Agreement.

- b. Describe the availability of appropriate software, hardware, data and other resources required to conduct the work under this Agreement, and ability to efficiently distribute materials to the project team and District staff.

9) Section 9. References: Proposer shall:

Provide a minimum of three (3) and maximum of five (5) references, preferably within the last five (5) years, for whom the proposer has performed relevant work of similar size and scope as described in the Scope of Work. Each reference must be in the format listed in **Attachment 2B**.

B. Page Headers and Page Numbering

All pages of the Technical Proposal, including cover pages, Table of Contents, references, and resumes, shall have the following header and page numbering format in the upper right-hand corner:

Technical Proposal
Date:
Agreement: 74A1775
Attachment 2
Page # of ##

- C. Brochures, thumb drives, drawings, and other promotional documents being submitted with the Technical Proposals shall be clearly identified as to the name of the proposer and the RFP number.

5. Cost Proposal Requirements

- A. Cost Proposal, and only the Cost Proposal, shall list all items that will be charged to Caltrans for this Agreement. Cost information of any kind for this Agreement is not allowed in the Technical Proposal. Cost Proposal shall include both prime contractor and all subcontractor cost information. Proposers must submit fixed costs and rates for the duration of the contract agreement; rates shall be consistent for all Tasks in this Agreement. Cost increases are not permitted and shall result in the proposal being deemed non-responsive. Cost Proposals shall follow the format provided in the sample **Cost Proposal Worksheet, Attachment 1**, and shall be submitted along with Technical Proposal in one (1) sealed envelope. The total amount of the Agreement may not exceed the amount set forth in **Attachment 1**. Any proposal in excess of \$700,000.00 shall be deemed non-responsive.
- B. An original proposal marked "ORIGINAL COPY" and one (1) pdf copy on a thumb drive is required for the Cost Proposal. Each Cost Proposal shall contain at a minimum, all required items listed below:
 - 1) Cover page in the format listed on page 1 of **Attachment 1, Cost Proposal Worksheet**.
 - 2) Prime Contractor's cost breakdown in the format listed on page 2 of **Attachment 1, Cost Proposal Worksheet**.
 - 3) Each subcontractor's cost breakdown (separately) in the format listed on page 3 of **Attachment 1, Cost Proposal Worksheet**.
- C. Page Headers and Page Numbering

All pages of the Cost Proposal, including cover pages, Table of Contents shall have the following header and page numbering format in the upper right-hand corner:

Cost Proposal
Date

Agreement No. 74A1775
Attachment 1
Page # of ##

6. California Civil Rights Laws

Any person that submits a bid or proposal to, or otherwise proposes to enter into or renew a contract with, a State agency with respect to any contract in the amount of \$100,000 or more shall certify, under penalty of perjury, at the time the bid or proposal is submitted or the contract is renewed, that they satisfy all of the conditions set forth in California Public Contract Code Section 2010 and they shall execute the **California Civil Rights Laws Certification** and submit with bid. The California Civil Rights Laws Certification (DOT ADM-0076) must be downloaded at <https://forms.dot.ca.gov/v2Forms/servlet/FormRenderer?frmid=DOTADM0076>.

7. Darfur Contracting Act

- A. The Darfur Contracting Act (Pub. Cont. Code Sections 10475-10481) applies to any company that currently or within the previous three (3) years has had business activities or other operations outside of the United States. The Act was passed by the California Legislature and signed into law by the Governor to preclude State agencies generally from contracting with “scrutinized” companies that do business in the African nation of Sudan (of which the Darfur region is a part), for the reasons described in Public Contract Code Section 10475. All bidders shall complete the **Darfur Contracting Act Certification form** and submit with bid. The Darfur Contracting Act Certification (DOT ADM-0077) must be downloaded at <https://forms.dot.ca.gov/v2Forms/servlet/FormRenderer?frmid=DOTADM0077>.
- B. If your company has not, within the previous three (3) years, had any business activities or other operations outside of the United States, complete Option 1 on the **Darfur Contracting Act Certification**.
- C. A scrutinized company is a company doing business in Sudan as defined in Public Contract Code Section 10476. Scrutinized companies are ineligible to, and cannot, bid on or submit a proposal for a contract with a State agency for goods or services (Pub. Cont. Code Section 10477(a)).
- D. Therefore, Public Contract Code Section 10478(a) requires a company that currently has (or within the previous three (3) years has had) business activities or other operations outside of the United States to certify that it is not a “scrutinized” company when it submits a bid or proposal to a State agency.
- E. A scrutinized company may still, however, submit a bid or proposal for a contract with a State agency for goods or services if the company first obtains permission from the Department of General Services (DGS) according to the criteria set forth in Public Contract Code Section 10477(b).

8. Executive Order N-6-22 – Russia Sanctions

On March 4, 2022, Governor Gavin Newsom issued Executive Order [N-6-22](#) (the EO) regarding Economic Sanctions against Russia and Russian entities and individuals. “Economic Sanctions” refers to sanctions imposed by the U.S. government in response to Russia’s actions in Ukraine, as well as any sanctions imposed under state law unless the contract has been Federalized (i.e. there is federal participation in any phase). By submitting a bid or proposal, Contractor represents that it is not a target of Economic Sanctions. Should the State determine Contractor is a target of Economic Sanctions or is conducting prohibited transactions with sanctioned individuals or entities, that shall be grounds for rejection of the Contractor’s bid/proposal any time prior to contract execution, or, if determined after contract execution, shall be grounds for

termination by the State.

9. Executive Order N-12-23 – Generative Artificial Intelligence (GenAI) Technology Use and Reporting

- A. 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.
- B. Bidder / Offeror must notify the State in writing if it:
 - 1) intends to provide GenAI as a deliverable to the State; or
 - 2) intends to utilize GenAI, including GenAI from third parties, to complete all or a portion of any deliverable that materially impacts:
 - a) functionality of a State system,
 - b) risk to the State, or
 - c) 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.

- C. 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.
- D. 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.
- E. 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.

10. Standard Title VI/Nondiscrimination Assurances (DOT Order No. 1050.2A)

Caltrans, in accordance with the provisions of Title VI of the Civil Rights Act of 1964 (78 Stat. 252, 42 USC Sections 2000d to 2000d-4) and the Regulations, hereby notifies all bidders that it will affirmatively ensure that any contract entered into pursuant to this advertisement, disadvantaged business enterprises will be afforded full opportunity to submit bids in response to this invitation and will not be discriminated against on the grounds of race, color, or national origin in consideration for an award.

11. Mandatory Organic Waste Recycling

The Contractor generating organic waste or commercial solid waste shall comply with Senate Bill 1383 (Lara) of 2016, also Contractor will arrange for the recycling services required by this Section in a manner that is consistent with State and local laws and requirements, including a local ordinance or local jurisdiction's franchise agreement, applicable to the collection, handling, or recycling of organic waste and commercial solid waste. This requirement does not modify, limit, or abrogate the contractor’s right to sell or donate its recyclable organic waste materials consistent with the requirements of Public Resources Code Section 42649.8 et seq.

12. Submission of Proposal

- A. Proposals should provide straightforward and concise descriptions of the proposer's ability to satisfy the requirements of this RFP. The proposal must be complete and accurate.

Omissions, inaccuracies or misstatements may be sufficient cause for rejection of a proposal or reduction in points/score during evaluation.

- B. The original proposal must be single-sided and marked "ORIGINAL COPY". All documents contained in the original proposal package **must have original signatures** and **must be signed by a person who is authorized to bind the proposing firm**. All additional proposal sets may contain photocopies of the original package.
- C. Caltrans does not accept alternate Agreement language from a prospective contractor. A proposal with such language will be considered a counter proposal and will be rejected. The State's General Terms and Conditions (GTC 02/2025) are not negotiable. The GTC 02/2025 may be viewed at Internet site <https://www.dgs.ca.gov/OLS/Resources/Page-Content/Office-of-Legal-Services-Resources-List-Folder/Standard-Contract-Language>.
- D. All proposals shall include the documents identified in this RFP's **Required Attachment Checklist, Attachment 4**. Proposals not including the proper "required attachments" may be deemed non-responsive. A non-responsive proposal is one that does not meet the basic proposal requirements.
- E. Responses to this RFP shall be submitted in one (1) sealed package/envelope containing both the Technical Proposal – Original and one (1) pdf copy on a thumb drive, and Cost Proposal – Original, and one (1) pdf copy on a thumb drive.
- F. Proposals must be submitted no later than **2:00 p.m., 09/22/2026**, and addressed as follows (reference **Section C1, Time Schedule**):
 - 1) Proposals received after this time and date will be rejected and returned unopened.
 - 2) The proposal package/envelope must be plainly marked with the RFP number and title, your Firm Name, address, and must be marked with "DO NOT OPEN", as shown in the following example:

Agency/Firm Name
Address
RFP Number 74A1775
RFP Title Salton Sea West Flood Resilience Study
Do Not Open

- 3) Proposals not submitted under sealed cover and marked as indicated may be rejected. If the proposal is made under a fictitious name or business title, the actual legal name of proposer must be provided.
- G. Proposals must be submitted for the performance of all services described herein. Any deviation from the work specifications will not be considered and will cause a proposal to be rejected.
- H. Proposals (Technical and Cost) must be sealed and labeled (as instructed below). Mail or hand-deliver package to the following location:

Mailed or *Hand-Deliver To:

Department of Transportation
Division of Procurement and Contracts
Attention: Sushrey Nepal
1727 30th Street, MS 65
Sacramento, CA 95816-7006

In the upper portion of the sealed mailing envelope, label outer package:

RFP Number 74A1775
Salton Sea West Flood Resilience Study
Firm Name: (Add firm name)

DO NOT OPEN

*If your proposal is hand delivered, you must date, and time stamp it immediately upon arrival. The date/time stamp machine is located in the lobby of the first floor to the right of the security guard station at the address noted above. After date/time stamping, proposals should be placed in the locked bid cabinet located below the time stamp. If the proposal package is too large to be electronically stamped, date/time stamp one of the labels provided and attach it to the proposal package. When the proposal package is too large for the locked bid cabinet, ask the security guard to call the Division of Procurement and Contracts (DPAC) reception desk at (916) 227-6000 to have your proposal package picked up by DPAC staff.

- I. **Proposals received in electronic format will not be accepted.**
- J. A proposal may be rejected if it is conditional or incomplete, or if it contains any alterations of form or other irregularities of any kind. Caltrans may reject a proposal that is not responsive, does not meet the technical standards, or is not from a responsible proposer, or may reject all proposals. Caltrans may also waive any immaterial deviation in a proposal. Caltrans waiver of immaterial defect shall in no way modify the RFP document or excuse the proposer from full compliance with all requirements if the proposer is awarded the Agreement.
- K. Costs for developing proposals and in anticipation of award of the Agreement are entirely the responsibility of the proposer and shall not be charged to the State of California.
- L. Only an individual who is authorized to contractually bind the proposing firm shall sign the **Proposal/Proposer Certification Sheet, Attachment 3**. The signature must indicate the title or position that the individual holds in the firm. The proposer's proposal may be rejected if the Proposal/Proposer Certification Sheet is not signed.
- M. A proposer may modify a proposal after its submission by withdrawing its original proposal and resubmitting a new proposal prior to the proposal submission deadline. Proposal modifications offered in any other manner, oral or written, will not be considered.
- N. A proposer may withdraw its proposal by submitting a written withdrawal request to Caltrans that is signed by the proposer or an authorized agent. A proposer may thereafter submit a new proposal prior to the proposal submission deadline. Proposals may not be withdrawn without cause subsequent to proposal submission deadline.
- O. Caltrans may modify the RFP up to the specified time of the date fixed for submission of proposals by the issuance of an addendum to all parties who received a proposal package. All addenda prior to the submission deadline are also posted on Cal eProcure at <https://caleprocure.com/pages/index.aspx>.
- P. Caltrans reserves the right to reject all proposals for reasonable cause.
- Q. Proposers are cautioned to not rely on Caltrans during the evaluation to discover and report to the proposer any defects and errors in the submitted documents. Before submitting their documents, proposers should carefully proof them for errors and adherence to the RFP requirements.
- R. Where applicable, proposer should carefully examine work sites and specifications. Proposer shall investigate conditions, character, and quality of surface or subsurface

materials or obstacles that might be encountered. No additions or increases to the agreement amount will be made due to a lack of careful examination of work sites and specifications.

- S. More than one (1) proposal or a proposal that includes various options or alternatives from an individual, firm, partnership, corporation, or association under the same or different names, will be rejected. Reasonable grounds for believing that any proposer has submitted more than one (1) proposal for the work contemplated herein will cause the rejection of all proposals submitted by that proposer. If there is reason for believing that collusion exists among the proposers, none of the participants in such collusion will be considered in this or future procurements.

13. Evaluation Process

A. Format Requirements

- 1) At the time of proposal opening, each proposal will be checked for the presence and/or absence of required information in conformance with the submission requirements of this RFP. Proposals that do not provide requested information may be rejected as non-responsive.
- 2) Proposals that contain false or misleading statements, or which provide references, which do not support an attribute or condition claimed by the proposer, shall be rejected.

B. Evaluation of Proposals

- 1) Caltrans will evaluate each proposal to determine its responsiveness to Caltrans needs. Proposals meeting the Minimum Qualifications will be further assessed by an evaluation committee. Technical Proposals and Oral Presentations of Proposers that are determined to be responsive will be rated by the evaluation committee using a consensus process. The Consensus scoring will be based on the scoring method listed below:

Evaluation Factor/Sub Factor Weight X Consensus Rating = Weighted Score
(as stated in the Criteria for Evaluation)

Consensus Rating (Range: 0-4)	Rating Definitions
4	Exceeded All Requirements
3	Partially Exceeded Requirements
2	Met All Requirements
1	Partially Met Requirements
0	Requirements Not Met

Factor/Sub Factor	Example only :	Weight	Consensus Rating	Weighted Score
	 Contractor's Approach to Technical Work	2	X 3	= 6

2) Phase 1: Technical Proposal Evaluation

Technical Proposals that are determined to be responsive and meet the proposal submission requirements will be evaluated and scored in accordance with **Criteria for Evaluation of Proposer's Technical Proposal, Attachment 5**.

3) Phase 2: Oral Presentation and Evaluation

Proposers will be contacted to schedule a date and time for the Oral Presentation. The Oral Presentations will be evaluated and scored in accordance with **Criteria for Evaluation of Proposer's Oral Presentation, Attachment 6**. It is anticipated that the Oral Presentations will be held virtually.

4) Cost Proposal Evaluation

Cost Proposals that meet the proposal submission requirements will be evaluated and scored in accordance with **Criteria for Evaluation of Proposer's Cost Proposal, Attachment 7**.

5) The final proposal score will be the combined evaluation scores from the Technical Proposal, Oral Presentation, Cost Proposal, any applicable preference points set forth in this RFP. The Agreement will be awarded to the Proposer with the highest combined score who meets the requirements outlined in this RFP, pending approval by Caltrans' Business Enterprise Program, of that proposal's satisfactory compliance of Small Business participation and approval of any applicable Preference and Incentive Programs set forth in this RFP.

C. Miscellaneous Award Issues

- 1) Caltrans does not negotiate rates and/or costs listed on any Cost Proposal submitted for the RFP.
- 2) If no proposals are received containing bids offering a price, which in the opinion of Caltrans is a reasonable price, Caltrans is not required to award an Agreement (Pub. Cont. Code Section 10344[d]).
- 3) The proposer is advised that should this RFP result in an award of an Agreement, the Agreement will not be in force and no work shall be performed until the Agreement is fully approved by Caltrans and the proposer is notified by the Contract Manager to begin work.
- 4) In the event of a precise tie, lots will be drawn to determine the successful proposer, or if applicable, the tie will be broken in accordance with Government Code Section 14838(f).

14. Pre-Award Audit

Prior to award of the Agreement, a pre-award audit may be performed. The pre-award audit will be conducted in accordance with generally accepted governmental auditing standards as promulgated by the United States General Accounting Office. The scope of the audit will consist of such tests as the auditors consider necessary to assure that the proposal satisfactorily meets the requirements outlined in Items 1-3 below prior to execution of the Agreement. Upon completion of a pre-award audit, if, in Caltrans judgment, one or more of these requirements is not satisfactorily met, Agreement award may be canceled.

A. At the time of the pre-award audit, the proposal must demonstrate through actual historical data that its accounting system is capable of accumulating and segregating reasonable, allocable, and allowable costs. For new businesses, if actual historical data is unavailable or the accounting system is newly implemented, the system will be tested to determine whether the accounting system is adequate and, if necessary, recommend that an interim audit be performed. At a minimum, the proposal must have an accounting system that meets the following objectives:

- 1) The ability to record and report financial data in accordance with generally accepted accounting principles and the Code of Federal Regulations (CFR), Title 48, Federal Acquisition Regulations System (FAR), Chapter 1, Part 31.

- 2) The ability to accumulate and segregate reasonable, allocable and allowable costs through the use of a cost accounting system.
 - 3) A system of record keeping ensuring costs billed to Caltrans will be supported by adequate documentation and in compliance with the terms of the Agreement and applicable Federal and State regulations.
 - 4) Procedures to retain accounting records and source documentation as required by the terms of the Agreement and applicable Federal and State regulations.
 - 5) A system of internal control, which provides reasonable assurance that assets are protected; financial data, records and statements are reliable; and errors and irregularities are promptly discovered, reported and corrected.
- B. The proposer must be financially capable of performing the work.
- C. The costs proposed must be reasonable.

15. Award and Protest

- A. The Agreement shall not be awarded until Caltrans has posted a Notice of intent to Award in a place accessible by the general public, including any internet site for at least five working days. Notice of Intent to Award shall be posted at Caltrans, 1727 30th Street, Sacramento, 95816 (1st floor Lobby display case), and on the following Internet site:
<http://www.dot.ca.gov/dpac/viewnoticesofintentoaward>.
- B. Any proposer who claims the State agency failed to follow the procedures specified in either subdivision (b) or (c) of PCC § 10344 has the right to formally protest the award of the Agreement, by filing a notice of intent to protest within five (5) calendar days of the notification of award.
- 1) Once a protest is filed, the Agreement shall not be awarded until either the protest has been withdrawn or the State has decided the matter. Intent to protest and protests may be sent by certified mail, email, courier, or personal delivery to the following addresses:

Department of Transportation	Department of General Services
Division of Procurement and Contracts Attention: Bid, Protest, and Dispute Manager 1727 30th Street, MS 65 Sacramento, CA 95816 Phone Number: (916) 639-6322 Email: DPAC.Protest.Disputes.Terminations@dot.ca.gov	Office of Legal Services Attention: Bid Protest Coordinator 707 Third Street, 7th Floor Suite 7-330 West Sacramento, CA 95605 Phone Number: (916) 376-5098 Email: OLSProtests@dgs.ca.gov

- 2) Within five (5) calendar days of filing the notice of intent to protest, the proposer must submit a detailed written statement specifying the grounds for the protest. The statement must clearly outline the basis for protest and be limited to the grounds specified in PCC 10345(b)(2). The protest must reference the solicitation number and include any supporting evidence. The protest must be sent to the same addresses above.
- C. Upon award of the Agreement, proposer must complete and submit to Caltrans the Payee Data Record (STD 204), to determine if the proposer is subject to State income tax withholding pursuant to California Revenue and Taxation Code Sections 18662. This form can be found on the Internet at <https://www.documents.dgs.ca.gov/dgs/fmc/pdf/std204.pdf>. No payment shall be made unless a completed STD 204 has been returned to Caltrans.

16. Disposition of Proposals

Upon proposal opening, all documents submitted in response to this RFP will become the property of the State of California and will be regarded as public records under the California Public Records Act (Government Code Sections 7920-7931.) and subject to review by the public. The State cannot prevent the disclosure of public documents. However, the contents of all proposals, draft proposals, correspondence, agenda, memoranda, working papers, or any other medium which discloses any aspect of a proposer's proposal, shall be held in the strictest confidence until the "Notice of Intent to Award" is posted. We recommend that you register the copyright for any proprietary material submitted.

17. Standard Conditions of Service

- A. Service shall be available no sooner than the express date set by Caltrans and the proposer, after all approvals have been obtained and the Agreement is fully executed. Should the proposer fail to commence work at the agreed upon time, Caltrans, upon five (5) days written notice to the Contractor, reserves the right to terminate the Agreement. In addition, the proposer shall be liable to the State for the difference between proposer's proposal price and the actual cost of performing work by the second lowest proposer or by another Contractor.
- B. All performance under the Agreement shall be completed on or before the termination date of the Agreement.
- C. Antitrust Provisions
 - 1) In submitting a bid to a public purchasing body, the proposer offers and agrees that if the proposal is accepted, it will assign to the purchasing body all rights, title, and interest in and to all causes of action it may have under Section 4 of the Clayton Act (15 USC Section 15) or under the Cartwright Act, Chapter 2, commencing with Section 16700, of Part 2 of Division 7 of the Bus. and Prof. Code), arising from purchases of goods, materials, or services by the proposer for sale to the purchasing body pursuant to the proposal. Such assignment shall be made and become effective at the time the purchasing body tenders final payment to the proposer (See Government Code Section 4552).
 - 2) If the awarding body or public purchasing body receives, either through judgment or settlement, a monetary recovery for a cause of action assigned under this chapter, the assignor shall be entitled to receive reimbursement for actual legal costs incurred and may, upon demand, recover from the public body any portion of the recovery, including treble damages, attributable to overcharges that were paid.
 - 3) Upon demand in writing by the assignor, the assignee shall, within one (1) year from such demand, reassign the cause of action assigned under this part if the assignor has been or may have been injured by the violation of law for which the cause of action arose and (a) the assignee has not been injured thereby, or (b) the assignee declines to file a court action for the cause of action (See Government Code Section 4554).
- D. Loss Leader usage is prohibited in this solicitation: It is unlawful for any person engaged in business within this State to sell or use any article or product as a "loss leader" as defined in Section 17030 of the California Business and Professions Code. "Loss Leader" means any article or product sold at less than cost: a) where the purpose is to induce, promote or encourage the purchase of other merchandise; or b) where the effect is a tendency or capacity to mislead or deceive purchasers of prospective purchasers; or c) where the effect is to divert trade from or otherwise injure competitors.
- E. No oral understanding or agreement shall be binding on either party.

- F. If the proposer is awarded the Agreement and refuses to sign the Agreement presented for signature within the time and manner required, the proposer will be liable to Caltrans for actual damages resulting to Caltrans therefrom or 10 percent (10%) of the amount proposed, whichever is less.

D) Special Program(s)

The following Special Program(s) are applicable to this RFP.

Disadvantaged Business Enterprise (DBE) 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). In the event of any ambiguity or discrepancy between the existing law, including the IFR, guidance, including U.S. DOT IFR Frequently Asked Questions (FAQ), and this Contract, existing law controls.
 - Interim Final Rule in Federal Register: [Federal Register :: Disadvantaged Business Enterprise Program and Disadvantaged Business Enterprise in Airport Concessions Program Implementation Modifications](#)
 - U.S. DOT DBE Interim Final Rule Guidance: [DBE IFR Guidance.9-30-2025.pdf](#)
 - [DBE IFR FAQ US DOT](#)
2. This solicitation is subject to Title 49, Code of Federal Regulations, Part 26 (49 CFR 26) titled "Participation by Disadvantaged Business Enterprises in Department of Transportation Financial Assistance Programs". Information about the Federal DBE Program is available at: <https://www.transportation.gov/civil-rights/disadvantaged-business-enterprise> or <https://dot.ca.gov/programs/business-and-economic-opportunity>
3. There is no specific contract goal for DBE participation in this Agreement.
4. If subcontracting is allowed in this solicitation, any subcontract entered into between Contractor and Subcontractor(s) as a result of this Agreement shall contain all of the provisions of this section.

Small Business Enterprise or Microbusiness Preference

1. Government Code Section 14835 et seq. requires that a five percent (5%) preference be given to proposers who qualify as a Certified SB or MB. The rules and regulations of this law, including the definition of a small business for the delivery of services, are contained in 2 CCR 1896 et seq.
2. To claim the SB or MB preference, the proposer must have its principal place of business located in California, satisfy all of the SB or MB requirements, and be certified by the DGS, Office of Small Business and Disabled Veteran Business Services (OSDS). If proposer is claiming the five percent (5%) certified SB or MB preference, complete the **Proposal/Proposer Certification Sheet, Section 16, (Attachment 3)** and attach a copy of your certification. Additionally, the proposer may satisfy the non-SB requirements described below.
3. Pursuant to Government Code Section 14838 and 2 CCR Section 1896, if a bidder is not a certified SB, but wishes to be eligible for the five percent (5%) non-small business (NSB) preference, the bidder must subcontract at least twenty five percent (25%) of its net bid price to one or more certified SBs. If bidder is claiming the five percent (5%) non-SB (NSB) preference, complete Section 17 of the **Proposal/Proposer Certification Sheet, Attachment 3** and **Subcontracting Provision/List, ADM-1511**. The bidder shall list the names of all certified SB

firms being claimed for credit. For each certified SB subcontractor listed, the bidder shall submit a copy of the quotes from each SB (on the SB's company letterhead).

4. Certified SB and MB bidder(s) shall have precedence over "Non-SB" proposers in the application of SB preference(s).
5. SB Preferences may not be applied to any proposal deemed non-responsive with the solicitation instructions or from a responsible proposer.
6. Questions regarding the certification approval process or SB program should be directed to DGS, OSDS at (800) 559-5529. For the 24-hour recording call (916) 375-4940, or submit E-mail requests to: OSDSHelp@dgs.ca.gov.
7. Additional References: <https://www.dgs.ca.gov/PD/About/Page-Content/PD-Branch-Intro-Accordion-List/Office-of-Small-Business-and-Disabled-Veteran-Business-Enterprise/Certification-Program>.
8. SB or MB proposers or proposers using the "Non-Small Business" preference shall be granted a preference consisting of five percent (5%) of the highest responsible proposer's total score if the highest scored proposal is from a non-certified SB or MB.

Attachment 1 Sample Cost Proposal Worksheet

Cover Page

Table 1 Total Costs* Per Task

Total Not-to-Exceed Costs for Task 1	\$
Total Not-to-Exceed Costs for Task 2	\$
Total Not-to-Exceed Costs for Task 3	\$
Total Not-to-Exceed Costs for Task 4	\$
Total Not-to-Exceed Costs for Task 5	\$
Total Not-to-Exceed Costs for Task 6	\$
Total Not-to-Exceed Costs for Task 7	\$
* Grand Total for this Agreement	\$

Notes:

*Total Costs for Table 1 shall include Prime Contractor and all Subcontractors costs.

Table 2 Total Costs for Prime and Each Subcontractor

Prime Contractor (Firm Name) Total Not-to-Exceed Costs (for this Agreement)	\$
Subcontractor 1 (Firm Name) Total Not-to-Exceed Costs (for this Agreement)	\$
Subcontractor 2 (Firm Name) Total Not-to-Exceed Costs (for this Agreement)	\$
Subcontractor 3 (Firm Name) Total Not-to-Exceed Costs (for this Agreement)	\$
* Grand Total for this Agreement	\$

Notes:

*Grand Total in Table 1 and Table 2 should match.

Attachment 1

Cost Breakdown for Task 1

Prime Contractor: (Firm Name)

Direct Labor Cost			
Personnel (Name and Title)	Hours	Rate* (per hour)	Total (Hours X Rate)
Staff Name: Project Manager	_____ hrs. @	\$_____	\$_____
Staff Name: Clerical	_____ hrs. @	\$_____	\$_____
Staff Name: Title	_____ hrs. @	\$_____	\$_____
Staff Name: Title	_____ hrs. @	\$_____	\$_____
Sub Total – Labor Cost	_____ hrs.	N/A	\$_____

Other Direct Costs (except labor)	
Research	\$_____
Supplies	\$_____
Travel	\$_____
Other Direct Costs (itemize)	\$_____
Sub Total – Other Direct Costs (except labor)	\$_____

Prime Contractor (Firm Name) Total Cost for Task 1	\$_____
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Prime Contractor (Firm Name) Total Costs by Sub-Task for Task 1	
Task 1.1 Not to Exceed Costs	\$_____
Task 1.2 Not to Exceed Costs	\$_____
Task 1.3 Not to Exceed Costs	\$_____
Task 1.4 Not to Exceed Costs	\$_____
Prime Contractor (Firm Name) Total Cost for Task 1	\$_____

Notes:

Labor Rates shall include indirect costs (such as overhead, fringe, and any other items), fee/profit, and any other applicable costs to be charged to Caltrans for this agreement. Rate should be rounded to the second decimal point prior to calculating the Total.

Attachment 1

Travel, transportation, and subsistence costs shall not exceed rates authorized to be paid to non-represented State employees under current California Department of Human Resources (CalHR) rules.

Attach additional Cost Proposal Worksheets in this format for Prime Contractor's costs for each additional Task (i.e. Tasks 2 through 7).

Proposers must submit fixed costs and rates for the duration of the contract agreement; rates shall be consistent for all Tasks in this Agreement. Cost increases are not permitted and shall result in the proposal being deemed non-responsive.

Sub-Task breakdowns shall be included in Cost Proposal Worksheets to account for each sub-task total.

Attachment 1

Cost Breakdown for Task 1

Subcontractor 1: (Firm Name)

Direct Labor Cost			
Personnel (Name and Title)	Hours	Rate* (per hour)	Total (Hours X Rate)
Staff Name: Project Manager	_____ hrs. @	\$_____	\$_____
Staff Name: Clerical	_____ hrs. @	\$_____	\$_____
Staff Name: Title	_____ hrs. @	\$_____	\$_____
Staff Name: Title	_____ hrs. @	\$_____	\$_____
Sub Total – Labor Cost	_____ hrs.	N/A	\$_____

Other Direct Costs (except labor)	
Research	\$_____
Supplies	\$_____
Travel	\$_____
Other Direct Costs (itemize)	\$_____
Sub Total – Other Direct Costs (except labor)	\$_____

Subcontractor (Firm Name) Total Cost for Task 1	\$_____
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Subcontractor (Firm Name) Total Costs by Sub-Task for Task 1	
Task 1.1 Not to Exceed Costs	\$_____
Task 1.2 Not to Exceed Costs	\$_____
Task 1.3 Not to Exceed Costs	\$_____
Task 1.4 Not to Exceed Costs	\$_____
Subcontractor Contractor (Firm Name) Total Cost for Task 1	\$_____

Attachment 1

Notes:

Labor Rates shall include indirect costs (such as overhead, fringe, and any other items), fee/profit, and any other applicable costs to be charged to Caltrans for this agreement. Rate should be rounded to the second decimal point prior to calculating the Total.

Travel, transportation, and subsistence costs shall not exceed rates authorized to be paid to non-represented State employees under current California Department of Human Resources (CalHR) rules.

Attach additional Cost Proposal Worksheets in this format for Subcontractor's costs for each additional Task (i.e. Tasks 2 through 7).

Proposers must submit fixed costs and rates for the duration of the contract agreement; rates shall be consistent for all Tasks in this Agreement. Cost increases are not permitted and shall result in the proposal being deemed non-responsive.

Sub-Task breakdowns shall be included in Cost Proposal Worksheets to account for each sub-task total.

Attachment 2A

Key Personnel Hours Table must be submitted with Technical Proposal (Refer to RFP, **Section C3, Technical Proposal Requirements, item A5, Personnel**).

1. Personnel: All Key Personnel of Prime Contractor and all Subcontractors assigned to the contract and listed in the Proposer's Technical Proposal must be identified by **name, title, and Firm Name** in the table below.
2. Proposer shall provide hours **assigned to key personnel (including key personnel of subcontractors) in format provided in the table below. Hours listed for key personnel on the table should be hours listed for key personnel in the Cost Proposal.** Providing other units of measure does not satisfy this requirement. Failure to provide hours assigned to key personnel (including key personnel of subcontractors) per task may be sufficient cause for rejection of proposal.
3. Key personnel per PCC 10371 states: Each state agency shall require that a completed resumé for each contract participant who will exercise a major administrative role or major policy or consultant role, as identified by the contractor, be attached to the contract for public record and is made a part of the contract.
4. Proposer may add/delete rows and columns as needed to the table below.

Sample Key Personnel Hours Table

[illegible]

Attachment 2B

Sample Reference Form

Each reference shall include the following information:

Name of firm/organization (Prime Contractor) that provided services:

Client firm/organization name and address:

Contact Name:

Title:

Email Address:

Phone Number:

Street Address:

Brief description of the project, including services and deliverables:

Agreement term (dates):

Agreement value/cost:

Highlights relevant and applicable to this RFP:

Attachment 3

Proposal/Proposer Certification Sheet

Only an individual who is authorized to bind the proposing firm contractually shall sign the **Proposal/Proposer Certification Sheet**. The signature must indicate the title or position that the individual holds in the firm. This Proposal/Proposer Certification Sheet must be signed and returned along with all "required attachments" as an entire package with **original signatures**. The proposal must be transmitted in a sealed envelope in accordance with RFP instructions.

- A. Our all-inclusive proposal is submitted in a sealed envelope marked "**Cost Proposal–Do Not Open**".
- B. All required attachments are included with this certification sheet.
- C. The signature affixed hereon and dated certifies compliance with all the requirements of this proposal document. The signature below authorizes the verification of this certification.
- D. The signature and date affixed hereon certifies that this proposal is a firm offer for a 90-day period.

An Unsigned Proposal/Proposer Certification Sheet May Be Cause for Proposal Rejection

1. Company Name	2. Telephone () ()	2a. Fax Number () ()
2b. Email Address:		
3. Address		
Indicate your organization type:		
4. ☐ Sole Proprietorship	5. ☐ Partnership	6. ☐ Corporation
Indicate the applicable employee and/or corporation number:		
7. Federal Employee ID No. (FEIN)		8. California Corporation No.
Indicate applicable license and/or certification information:		
9. Contractor's State Licensing Board Number	10. PUC License Number CAL-T-	11. Required Licenses/Certifications
12. Proposer's Name (Print)		13. Title
14. Signature		15. Date

16. Are you certified with the Department of General Services, Office of Small Business and Disabled Veteran Business Enterprise Services (OSDS) as:

a. Small Business Enterprise Yes ☐ No ☐
If yes, enter certification number: _____

b. Disabled Veteran Business Enterprise
Yes ☐ No ☐
If yes, enter your service code below: _____

Note: A copy of your Certification is required to be included if either of the above items is checked "Yes".

Date application was submitted to OSDS, if an application is pending: _____

17. Are you a Non-Small Business committing to the use of 25% Certified Small Business Subcontractor Participation? Yes ☐ No ☐

If Yes, complete and return the Bidder Declaration form, GSPD-05-105 or Subcontractor Provision/List ADM-1511 with your bid

Attachment 3

Completion Instructions for Proposal/Proposer Certification Sheet

Complete the numbered items on the Proposal/Proposer Certification Sheet by following the instructions below.

Item Numbers	Instructions
1, 2, 2a, 3	Must be completed. These items are self-explanatory.
4	Check if your firm is a sole proprietorship. A sole proprietorship is a form of business in which one person owns all the assets of the business in contrast to a partnership and corporation. The sole proprietor is solely liable for all the debts of the business.
5	Check if your firm is a partnership. A partnership is a voluntary agreement between two or more competent persons to place their money, effects, labor, and skill, or some or all of them in lawful commerce or business, with the understanding that there shall be a proportional sharing of the profits and losses between them. An association of two or more persons to carry on, as co-owners, a business for profit.
6	Check if your firm is a corporation. A corporation is an artificial person or legal entity created by or under the authority of the laws of a state or nation, composed, in some rare instances, of a single person and his successors, being the incumbents of a particular office, but ordinarily consisting of an association of numerous individuals.
7	Enter your federal employee tax identification number.
8	Enter your corporation number assigned by the California Secretary of State's Office. This information is used for checking if a corporation is in good standing and qualified to conduct business in California.
9	Complete if your firm holds a California contractor's license. This information will be used to verify possession of a contractor's license for public works agreements.
10	Complete if your firm holds a PUC license. This information will be used to verify possession of a PUC license for public works agreements.
11	Complete, if applicable, by indicating the type of license and/or certification that your firm possesses and that is required for the type of services being procured.
12, 13, 14, 15	Must be completed. These items are self-explanatory.
16	If certified as a Small Business Enterprise, place a check in the "yes" box, and enter your certification number on the line. If certified as a Disabled Veterans Business Enterprise, place a check in the "Yes" box and enter your service code on the line. If you are not certified to one or both, place a check in the "No" box. If your certification is pending, enter the date your application was submitted to the Department of General Services, Office Small Business and DVBE Services. To get certified, go to https://www.dgs.ca.gov/PD/Services/Page-Content/Procurement-Division-Services-List-Folder/Certify-or-Re-apply-as-Small-Business-Disabled-Veteran-Business-Enterprise?search=SB/DVBE%20Certification
17	Check the applicable box. Complete and return GSPD-05-105 or ADM-1511 with your Bid.

Attachment 4

Required Attachment Checklist

A complete proposal package will consist of the items identified below. Complete this checklist to confirm the items in your proposal. Place a check mark or "X" next to each item that you are submitting to the State. All attachments identified below are applicable to this RFP and must be returned, as instructed, or your proposal may be considered non-responsive. Return this checklist with your Technical Proposal package.

Note: Return this Checklist with the Technical and Cost Proposal package.

Technical Proposal and Attachments:

Attachments	Attachment Name/Description
_____	Technical Proposal as stated in this RFP (This shall be incorporated into the contract as Attachment 2)
_____	Contractor Certification Clauses (CCC 04/2017) The CCC 04/2017 must be downloaded on the Internet at https://www.dgs.ca.gov/OLS/Resources/Page-Content/Office-of-Legal-Services-Resources-List-Folder/Standard-Contract-Language . Page one must be signed and submitted prior to the award of the Agreement.
_____	California Civil Rights Laws Certification, The California Civil Rights Laws Certification (DOT ADM-0076) must be downloaded at https://forms.dot.ca.gov/v2Forms/servlet/FormRenderer?frmid=DOTADM0076 .
_____	Darfur Contract Act Certification, The Darfur Contract Act Certification (DOT ADM-0077) must be downloaded at https://forms.dot.ca.gov/v2Forms/servlet/FormRenderer?frmid=DOTADM0077 .
_____	Required Attachment Checklist (RFP Attachment 4)

Attachment 4

Cost Proposal and Attachments:

Attachments	Attachment Name/Description
_____	Cost Proposal as stated in this RFP (RFP Attachment 1)
_____	Subcontracting Provisions/List (ADM-1511) must be downloaded at https://forms.dot.ca.gov/v2Forms/servlet/FormRenderer?frmid=DOTADM1511 .
_____	Proposal/Proposer Certification Sheet (RFP Attachment 3)
_____	Required Attachment Checklist (RFP Attachment 4)

Attachment 5
Criteria for Evaluation of Technical Proposal

Technical Evaluation: (Contractor Name)	Weight	Consensus Rating (0-4)	Weighted Score	Comments
Section 1. Introduction and Minimum Qualifications (12)				
A. Introduced the firm and proposed team and summarize highlights of the proposal	1			
B. Provided the information to demonstrate the minimum qualifications listed in RFP Section B) Minimum Qualifications for Proposers.	2			
Section 2. Study Understanding (20)				
A. Demonstrated understanding of hydrological policies, principles and regulations and key areas of concern as they relate to Bureau of Indian Affairs and Caltrans transportation assets.	2			
B. Provide a discussion of riverine and precipitation-based flooding impacts to transportation infrastructure and describe their experience completing hydrology and hydraulics reports.	3			
Section 3. Experience and Qualification (64)				
A. Firm's experience with similar projects including, but not limited to, project location, total cost, scope of work, notable challenges that were successfully overcome, and qualitative outcome of the work product.	3			
B. Demonstrated understanding of and ability to gather existing conditions and summarize	1			

Attachment 5

Technical Evaluation: (Contractor Name)	Weight	Consensus Rating (0-4)	Weighted Score	Comments
opportunities and constraints for transportation projects				
C. Demonstrated experience with conducting and preparing hydrograph analysis for watersheds and conducting SRH2D modeling in line with FEMA and FHWA guidance.	3			
D. Demonstrated experience with, and understand of, policies and regulations surrounding hydrological analysis for BIA and transportation infrastructure.	2			
E. Demonstrated experience with identifying, ranking, and describing hydrological vulnerability of transportation infrastructure.	3			
F. Demonstrated understanding and experience with climate resilient policies and design, including applicable science, hydrological expertise, and available adaptation strategies for transportation infrastructure.	2			
G. Demonstrated experience creating and executing tribal engagement plans, organizing and conducting stakeholder engagement meetings with tribal communities.	2			
Section 4. Methodology (24)				

Attachment 5

Technical Evaluation: (Contractor Name)	Weight	Consensus Rating (0-4)	Weighted Score	Comments
A. Overall approach to the work outlined in the Scope of Work, including specific techniques to be used, and project management expertise to be deployed.	2			
B. Approach to developing a Tribal engagement plan and facilitating a working relationship between all parties involved.	2			
C. Approach to developing hydrology and hydraulics reports.	2			
Section 5. Personnel (24)				
A. Listed key personnel of the prime contractor who will work under the Agreement and provide brief (two pages maximum) resumes. Resumes shall include titles, education, academic degrees, professional licenses, qualifications, proposed roles and responsibilities, summaries of similar work performed and expected level of availability for this agreement. Demonstrate applicability of experience and relevant qualifications.	2			
B. Listed key personnel of the subcontractor organizations, if any, and provide qualifications, roles, and responsibilities for the	2			

Attachment 5

Technical Evaluation: (Contractor Name)	Weight	Consensus Rating (0-4)	Weighted Score	Comments
company/organization as a whole.				
C. Described organizational strategy to retain qualified key personnel, and the replacement plan if/when these key assets are lost	1			
D. Included table showcasing logical assignment of personnel and associated tasks.	1			
Section 6. Work Plan and Work Schedule (24)				
A. Provided a description of detailed project schedule, the techniques, approaches, and methods to be used in performing the services (tasks and sub-tasks) listed in the Scope of Work.	2			
B. Activities described for each task are appropriate for the work described in Exhibit A, Scope of Work and specify the estimated hours to accomplish each task.	3			
C. Appropriate levels of effort and resources allocated for each task with estimated hours to accomplish each task.	1			
Section 7. Project Management (24)				
A. Description of the Project Manager's competence in Project Management, their capability to meet	3			

Attachment 5

Technical Evaluation: (Contractor Name)	Weight	Consensus Rating (0-4)	Weighted Score	Comments
time and budget requirements of this project, and the firm's internal procedures for quality assurance and quality control, timely project completion and cost control.				
B. Described an effective communication structure to demonstrate how the Project Manager will ensure close contact with Caltrans and keep stakeholders, including Caltrans, updated about key meetings, significant project events and activities, and project progress reports.	2			
C. Provided organizational chart showing the hierarchy of Proposer's key personnel assigned to this project. The organization chart must show the relationship between the Project Manager and key personnel of proposer's organization, and all other parties, including subcontractors.	1			
Section 8. Facilities and Resources (8)				
A. Listed the office location(s) from which the work on this Agreement is to be performed. Discuss how the team's office location(s) and proposed communication plan/techniques will result in efficient interactions with Caltrans staff over the term of the Agreement.	1			
B. Described the availability of appropriate software, hardware, data and other resources required to conduct the work under this Agreement, and	1			

Attachment 5

Technical Evaluation: (Contractor Name)	Weight	Consensus Rating (0-4)	Weighted Score	Comments
ability to efficiently distribute materials to the project team and District staff.				
Section 9 References (8)				
A. Provided at least three (3) references, preferably within the last five (5) years, for whom the proposer has performed relevant work of similar size and scope as described in the Scope of Work.	2			
Section 10. Overall Quality of Technical Proposal (16)				
A. Responsiveness to RFP; completeness.	2			
B. Clarity, format, organization, and general quality of proposal.	2			
Total Possible Points	224			

Attachment 6
Criteria for Evaluation of Consultant Oral Presentations

Oral Presentation Evaluation: (Contractor Name)	Weight	Consensus Rating (0-4)	Weighted Score	Comments
I. Experience and Expertise (48)				
A. Demonstrated expertise in conducting hydrology and hydraulics reports related to transportation infrastructure.	4			
B. Demonstrated expertise conducting stakeholder engagement and outreach activities including tribal governments.	4			
C. Demonstrated expertise proposing climate resilient adaptation strategies and designs.	2			
D. Demonstrated expertise in, or ability to, work effectively with tribal governments during study development.	2			
II. Approach to Scope of Work (16)				
A. Demonstrated understanding of the Scope of Work and ability to perform well in terms of requested services and products.	2			
B. Demonstrated project management abilities and willingness for productive teamwork to ensure best use of staff resources.	2			
III. Overall Quality of Oral Presentation (14)				
A. Consistent with highlights of technical proposal.	2			

Attachment 6

Oral Presentation Evaluation: (Contractor Name)	Weight	Consensus Rating (0-4)	Weighted Score	Comments
B. Well organized and focused on key matters.	1.5			
Total Possible Points	78			

Attachment 7

Criteria for Evaluation of Consultant Cost Proposal

Cost Proposal Evaluation:	Maximum Possible	Total Points
Cost Points Calculation	129	

Lowest cost proposal will be awarded the maximum points. Other proposals will be awarded cost points based on the following calculation:

Points for Other Proposer = $\frac{\text{Lowest Proposer's Cost} \times \text{Maximum Possible Points}}{\text{Other Proposer's Cost}}$

Total Possible (Cost Evaluation)	129 Points
Total Actual (Cost Evaluation)	

Total Possible (Technical Evaluation)	224 Points
Total Actual (Technical Evaluation)	

Total Possible (Oral Presentation)	78 Points
Total Actual (Oral Presentation)	

Grand Total Possible (Cost + Technical + Oral)	431 Points
Grand Actual Total (Cost + Technical + Oral)	

Attachment 8

Accounting and Audit Guidelines for Contracts with Caltrans

Introduction

The purpose of this brochure is to outline for you, a potential contractor with the California State Department of Transportation (Caltrans), the basic elements of an adequate accounting system, and the types and objectives of audits that will be performed in relation to your contract. In order to successfully compete for a contract and meet the audit requirements, a contractor (whether a Prime or Subcontractor) must have a system of record keeping and internal control. Although a specific cost accounting system is not required, a contractor needs a system which will assure compliance with the terms of the Agreement. A pre-award audit may be performed to assure you meet these requirements prior to contract execution. If your system is deficient, the contract will not be executed.

Caltrans reimburses, through your overhead rate, the costs attributable to establishing and maintaining a cost accounting system.

Staff time and other costs related to an audit performed of your contract are also normally reimbursed through your overhead rate.

Accounting System

Contractors (whether a prime or subcontractor) planning to contract with Caltrans must have an accounting system which meets the following objectives:

- The ability to record and report financial data in accordance with generally accepted accounting principles.
- A system of record keeping ensuring that costs billed to Caltrans are:
 1. Supported by adequate documentation.
 2. In compliance with the terms of the contract and applicable Federal and State regulations specified in the contract.
- A system of record keeping which ideally includes the following:
 - a. General Ledger
 - b. Job cost ledger
 - c. Labor distributions
 - d. Time records
 - e. Subsidiary journals
 - f. Chart of accounts
 - g. Financial statements
- The ability to accumulate and segregate reasonable, allocable (incurred solely for a project) and allowable (per terms of the contract) costs through the use of a cost accounting system. The following are some of the attributes which would ideally be found in such a system:
 - a. A chart of accounts which includes indirect and direct general ledger accounts. Indirect costs are not specifically identified to a project, for example, rent and/or utilities. Direct costs are specifically identified with a project, for example, drafting hours and/or design hours.
 - b. Segregation of costs by contract, category of cost and milestones (if applicable).

Attachment 8

- c. Proper recording of direct and indirect costs. For example, recording of labor costs should provide that non-project indirect hours be recorded on a timesheet and in the accounting records to an administration, vacation, sick leave, or other indirect cost account/code. Direct project hours should be recorded on a timesheet and in the accounting records to a direct project cost account/code.
 - d. Consistent accounting treatment of costs in recording and reporting. For example, if travel expense is charged directly to a project, all travel expense incurred on any project should be considered a direct cost. As a result, project related travel, whether reimbursable per the contract terms or not, should not be included as an indirect cost.
 - e. Ability to trace from invoices submitted to Caltrans to job cost records and original, approved source documents, for example, timesheets, vendor invoices, canceled checks.
 - f. Ability to reconcile job cost records to the accounting records.
- Compliance with cost principles described in the Code of Federal Regulations 48, FAR, Chapter 1, Part 31. Information on how to obtain this regulation is described under "Audit Criteria" in this brochure.
 - Procedures to monitor and adjust projected overhead rates to actual rates.
 - Controls to ensure that written approval is obtained prior to any changes to the contract.
 - Procedures to retain accounting records and source documentation as required by the terms of the contract.
 - A system of internal control which provides reasonable assurance that assets are protected; financial data, records, and statements are reliable; and errors and irregularities are promptly discovered, reported, and corrected. The elements of a system of internal control should include, but not be limited to, the following:
 - a. Separation of duties for proper protection of assets. Incompatible duties are those that place any person in a position to both perpetrate and conceal errors or irregularities in the normal course of business. For example, the person who writes checks should be different from the person who reconciles bank statements and the person who purchases goods should be different from the person who receives goods.
 - b. Limiting access to assets to only authorized personnel who require these assets in the performance of their assigned duties. For example, blank check stock should be locked in a safe when not in use.
 - c. Authorization and record keeping procedures which provide effective accounting control over assets, liabilities, revenues, and expenditures.
 - d. A system of practices to be followed in the performance of duties and functions. Such a system normally includes policies and procedures which establish the purpose and requirements of the accounting system. For example, timekeeping practices should ideally provide for the following:
 - Timesheets be prepared, signed, and dated by all employees.
 - Timesheets be completed in non-erasable ink.
 - Timesheet corrections be crossed-out and initialed by the employee.

Attachment 8

- o Timesheets be signed by a supervisor as reviewed and retained on file as required by the contract.
- e. Personnel with skills and training commensurate with their responsibilities.
- f. A system of internal review. For example, bank reconciliations and travel expense claims should be reviewed approved and signed by a supervisor.

Audits

Contractors, whether a prime or subcontractor, performing under a negotiated contract with Caltrans are subject to the following audits:

Pre-Award Audits

Prior to the award of a contract, the Caltrans Audits and Investigations will conduct a pre-award evaluation to determine if the contractor's accounting system is adequate to accumulate and segregate costs as detailed in the previous Section and to determine if the proposed costs are reasonable. It alerts both the contractor and Caltrans management to problems relative to the contractor's cost proposal and cost accounting system. Due to time constraints in the award process, your cooperation in scheduling the pre-award audit with short notice will expedite the execution of your contract.

Interim Audits

Interim audits are performed on an as needed basis. During the pre-award audit, if it is determined that the contractor's accounting system is new or minor deficiencies are noted, an interim audit is scheduled to determine that the system is functioning adequately to ensure that billed costs are supported and that any deficiencies were corrected. An interim audit may be requested by the contract administrator or by Caltrans management to address concerns during the course of the contract. Also, an audit manager may initiate an interim audit of a long duration contract to ensure that costs reimbursed to date are allowable.

Post Audits

Post audits of contracts are performed routinely after project completion. Post audits are performed to determine whether the costs claimed are allowable, allocable, reasonable, and in compliance with the Federal and State laws and regulations as well as the fiscal provisions stipulated in the contract. The examination includes reviews of applicable laws and regulations, the contract requirements, and the contractor's system of internal controls. Audit tests of the contractor's accounting records and other auditing procedures considered necessary will also be made. Applications of all audit procedures would also be governed by the individual contract under audit. Unsupported or unallowable costs are normally the result of weaknesses in the accounting system and will be reimbursed to Caltrans.

Audit Criteria

For specific information regarding basic cost accounting systems and applicable State and Federal regulations, please see the following:

Code of Federal Regulations 48, Federal Acquisition Regulations System, Chapter 1, Part 31

This regulation contains cost principles and procedures for the pricing of contracts/subcontracts and the determination, negotiation, or allowance of costs. Contact:

Superintendent of Documents
Government Printing Office
Washington, DC 20402
(202) 512-1800

Attachment 8

(415) 512-2770 San Francisco, CA
(213) 239-9844 Los Angeles, CA

California State Administrative Manual

A reference source for statewide policies, procedures, regulations, and information. Contact:

Department of General Services
Office of State Publishing
Call for order form (916) 327-0719

For review of the above references, contact your local library or the California State Library.

California State Library/Library and Courts Building
914 Capitol Mall
P.O. Box 942837-0001
Sacramento, CA 94237-0001
Information: (916) 654-0261

For assistance in establishing an accounting system which will meet the objectives outlined in this brochure, you should contact an accountant and/or bookkeeper who is familiar with cost accounting systems.

Caltrans is an affirmative action employer. Equal opportunity is offered to all regardless of race, color, creed, national origin, ancestry, sex, marital status, disability, religious or political affiliation, age or sexual orientation. Contractors that contract with Caltrans are responsible for taking necessary and reasonable steps to achieve these same goals

Attachment 9

Proposed Form of Agreement

Note to Bidders: The following pages represent a sample of the Agreement that will be awarded, if any, from this **RFP**. Please review it carefully and present any questions in writing to the contact identified for this **RFP**.

STATE OF CALIFORNIA - DEPARTMENT OF GENERAL SERVICES

STANDARD AGREEMENT

STD 213 (Rev. 04/2020)

AGREEMENT NUMBER

74A1775

PURCHASING AUTHORITY NUMBER (If Applicable)

1. This Agreement is entered into between the Contracting Agency and the Contractor named below:

CONTRACTING AGENCY NAME

California Department of Transportation (Caltrans)

CONTRACTOR NAME

TBD

2. The term of this Agreement is:

START DATE

January 26, 2027 (est.), or upon DGS Approval, whichever is later

THROUGH END DATE

April 03, 2029 (est.)

3. The maximum amount of this Agreement is:

TBD

4. The parties agree to comply with the terms and conditions of the following exhibits, which are by this reference made a part of the Agreement.

Exhibits	Title	Pages
Exhibit A	Scope of Work	21
Exhibit B	Budget Detail and Payment Provisions	2
Exhibit C *	General Terms and Conditions (GTC 02/2025)	Online
Exhibit D	Special Terms and Conditions	11
Exhibit E	Additional Provisions	4
Attachment 1	Cost Proposal (Attached Upon Award)	TBD
Attachment 2	Technical Proposal (Attached Upon Award)	TBD
Attachment 3	Estimated Overall Project Timeline	1

Items shown with an asterisk (), are hereby incorporated by reference and made part of this agreement as if attached hereto.**These documents can be viewed at <https://www.dgs.ca.gov/OLS/Resources>**IN WITNESS WHEREOF, THIS AGREEMENT HAS BEEN EXECUTED BY THE PARTIES HERETO.***CONTRACTOR**

CONTRACTOR NAME (if other than an individual, state whether a corporation, partnership, etc.)

TBD

CONTRACTOR BUSINESS ADDRESS

CITY

STATE

ZIP

PRINTED NAME OF PERSON SIGNING

TITLE

CONTRACTOR AUTHORIZED SIGNATURE

DATE SIGNED

STATE OF CALIFORNIA - DEPARTMENT OF GENERAL SERVICES

STANDARD AGREEMENT

STD 213 (Rev. 04/2020)

AGREEMENT NUMBER

74A1775

PURCHASING AUTHORITY NUMBER (If Applicable)

STATE OF CALIFORNIA

CONTRACTING AGENCY NAME

California Department of Transportation (Caltrans)

CONTRACTING AGENCY ADDRESS

1727 30th Street, MS 65

CITY

Sacramento

STATE

CA

ZIP

95816

PRINTED NAME OF PERSON SIGNING

TITLE

CONTRACTING AGENCY AUTHORIZED SIGNATURE

DATE SIGNED

CALIFORNIA DEPARTMENT OF GENERAL SERVICES APPROVAL

EXEMPTION (If Applicable)

Exhibit A
Consulting Services Agreement (Federal)

Scope of Work

1. The work to be performed under this Agreement shall be in accordance with Contractor's Cost Proposal dated **TBD, Attachment 1**, Contractor's Technical Proposal entitled **TBD** dated **TBD, Attachment 2**, and the Scope of Work in this Agreement. Contractor's Cost and Technical Proposals are attached hereto and incorporated by reference. If there is any conflict between Contractor's Cost and Technical Proposals, on one hand, and any other provisions of this Agreement, including, but not limited to **Exhibits A, B, C, D, and E**, and **Attachment 3** on the other hand, the latter will prevail over Contractor's Cost and Technical Proposals.
2. Contractor (hereinafter sometimes referred to as Consultant) agrees to provide Salton Sea West Flood Resilience study services to the California Department of Transportation (Caltrans), as described herein:
3. The services shall be performed in Imperial and Riverside County, California; specifically, Imperial (IMP)-78/ Post Mile (PM): 0.00 – 13.154 & IMP-86/PM: 43.531 – 67.824, and Riverside (RIV) - 86/PM: R9.362 (or 33°33'16.9"N 116°08'51.0"W) with focus on Caltrans' assets that will be most heavily impacted by riverine flooding issues.
4. This Agreement will commence on **January 26, 2027 (est.)** or upon approval by Department of General Services (DGS), whichever is later, and no work shall begin before that time. This Agreement is of no effect unless approved by DGS. Contractor shall not receive payment for work performed prior to approval of the Agreement and before receipt of Notice to Proceed by Caltrans Contract Manager. This Agreement shall expire on **April 03, 2029 (est.)**. The services shall be provided during working hours, Monday through Friday, except holidays. The parties may amend this Agreement as permitted by law.
5. Any key personnel that have been identified in Contractor's **Attachment 2, Technical Proposal** whether by name or title, may be replaced only if approved in advance, in writing, by Caltrans Contract Manager and an amendment to the Agreement reflecting the personnel replacement is approved by DGS. All key personnel replaced by Contractor must meet the same minimum qualifications identified in the solicitation and agreement without any increase to rates as stated in **Attachment 1, Cost Proposal**. All replacement personnel must provide Caltrans Contract Manager with a resume. The resume for the replacement of key personnel will be attached to the Agreement amendment.
6. All inquiries during the term of this Agreement will be directed to the project representatives listed below:

Department of Transportation:	Contractor: TBD
Section/Unit:	Section/Unit:
Contract Manager: TBD	Project Manager:
Address:	Address:
Phone:	Phone:
Email:	Email:

7. Background and Purpose of work: The study is located along the west side of the Salton Sea on Routes 78 and 86 in Imperial County and extends 10 miles into Riverside to address priority issues

Exhibit A
Consulting Services Agreement (Federal)

in the vicinity of the Torres Martinez Desert Cahuilla Indians. Study area roadway segments are experiencing an increasing number of recurring washouts and flooding events due to larger and more frequent precipitation events (expected to increase 8.2% by 2085) and may cost the state millions. In the last 10 years, District 11 (D11) has spent nearly \$5 million on nine separate washout/flooding Director's Orders emergency projects in the study area, reaffirming the need for a long-term solution to proactively address these climate impacts while ensuring that unnecessary expenditures are limited.

This increasing number of events may lead to damaged infrastructure, road closures, delays, and potentially dangerous roadway conditions for surrounding tribal lands and disadvantaged communities. Additionally, these impacts combined may reduce access to key community amenities in surrounding cities and tribal lands, such as employment centers, healthcare, and schools.

8. Detailed description of work to be performed and duties of all parties:

Contractor shall perform the following tasks. These tasks may occur sequentially or concurrently as defined in the project schedule. A detailed progress schedule covering all tasks, including ongoing tasks such as project management, shall be developed and approved prior to the commencement of any work, and all performance shall adhere to that schedule.

A. **Task 1: Kick-Off Meeting, Project Initiation and Project Management**

1) **Task 1.1: Kick-Off Meeting**

- a) Key staff of the Consultant team shall attend and participate in a Kick-Off Meeting to discuss proposed work plan, schedule and Public and Tribal Engagement plan, with Caltrans District 11 staff at the District 11 Office in San Diego or via an online video conference. This Kick-Off Meeting shall be held within 10 working days of the Notice to Proceed.
- b) Work plan, schedule and Public and Tribal Engagement plans shall be discussed. Consultant shall take meeting notes, summarizing all topics of discussion and identifying all future action items discussed. Meeting notes shall be delivered electronically to the Caltrans Contract Manager within five (5) working days after the meeting.

2) **Task 1.2: Quarterly Progress Reports**

- a) Consultant shall prepare and submit Quarterly Progress Reports to the Caltrans Contract Manager. The reports shall include an overview of progress made on each of the tasks since the last quarterly report, including the major accomplishments and challenges, anticipated upcoming work activities, and the budget status. All tasks will include percentage completion based on remaining budget.
- b) Quarterly Progress Reports shall be delivered electronically in Microsoft Word format to the Caltrans Contract Manager at least one (1) working day before the next Biweekly Staff Coordination Meetings (**Task 1.3**).

3) **Task 1.3: Biweekly Staff Coordination Meetings**

- a) Caltrans Contract Manager and Consultant shall conduct regular biweekly conference calls/video conferences to facilitate effective communication regarding upcoming tasks and ensure the project is completed in a timely manner.

Exhibit A
Consulting Services Agreement (Federal)

- b) Consultant shall take meeting notes, summarizing communications between Caltrans and Consultant, action items, and task/sub-task status.
- c) Consultant shall be available for additional calls, if necessary, not to exceed six (6) hours per month. Meeting notes shall be delivered electronically in Microsoft Word format to the Caltrans Contract Manager no later than five (5) working days after each meeting.

4) Task 1.4: Source Files

- a) Consultant shall deliver to the Caltrans Contract Manager all source files for draft and final products, deliverables, and other work produced under this contract. Source files are copies of electronic files in their original, native software applications. These files shall be delivered in usable electronic formats, as determined by the Caltrans Contract Manager.
- b) At the end of the contract term, Consultant shall provide a complete collection of all source files, as directed by Caltrans Contract Manager and is due no later than five (5) working days after the final task is completed (**Task 8.2**) Final Study Report Presentation.

Task 1	Work Products & Deliverable	Acceptance Criteria	Due Date
1.1 Kickoff Meeting Notes	A. Kick-Off Meeting held with Caltrans District 11 staff at the District 11 Office in San Diego or via online video conference. B. Summary of Kick-Off Meeting, including major points, discussion topics, and action items; Microsoft Word format.	A. Discuss work plan, schedule and Public Engagement plan(s). B. Meeting notes summarize key discussion points and action items; delivered electronically to the Caltrans Contract Manager in Microsoft Word format.	A. Kick-Off Meeting held within 10 working days of Notice to Proceed. B. Meeting notes due within five (5) working days of the Kick-Off Meeting.
1.2 Quarterly Progress Reports	A. Quarterly Progress Reports detailing task progression for each specific quarter; Microsoft Word format.	A. Describe progress by task, major accomplishments/challenges; Show budget status and percent complete by task; delivered electronically to the Caltrans Contract Manager.	A. Due at least one (1) working day before the next Biweekly Staff Coordination Meetings (Task 1.3).
1.3 Biweekly Staff Coordination Meetings,	A. Regular biweekly conference calls/video conferences conducted to facilitate effective communication regarding upcoming tasks and ensure	A. Held every two (2) weeks (not to exceed six (6) hours per month) after Notice to Proceed, unless otherwise agreed in writing with the Caltrans Contract Manager.	A. Biweekly meetings held every two (2) weeks after Notice to Proceed. B. Meeting notes due no later than five (5) working days after

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	timely project completion. B. Meeting notes summarizing Caltrans/Consultant communication, action items, and task/sub-task status; Microsoft Word format.	B. Meeting notes summarizing communications, action items, and task/sub-task status; delivered electronically in Microsoft Word format.	each Staff Coordination Meeting.
1.4 Source Files	A. Complete collection of all source files for draft and final products, deliverables, and other work produced under this contract, in their original, native software applications; three (3) sets.	A. Complete set of source files for all draft and final deliverables. B. Files are delivered in usable electronic formats, as determined by the Caltrans Contract Manager. C. Collection constitutes a complete set of all source files produced under the contract.	A. Due no later than five (5) working days after the Final Study Report Presentation (Task 7.2).

B. Task 2: Existing Conditions, Opportunities and Constraints Report

Consultant shall review plans, projects, documents/literature, and tools to better understand the vulnerabilities faced by the study area and the transportation conditions present. The work performed under **Tasks 2.1** through **2.4** shall be compiled into one (1) cohesive Existing Conditions, Opportunities and Constraints Report detailing project area existing conditions, opportunities, and constraints, as they pertain to hydraulic impacts and transportation assets in the study area. The Consultant shall accomplish the items listed below.

1) Task 2.1: As-Built and Improvements Review

- a) Consultant shall collect and analyze all applicable as-built/record drawing information for all Caltrans, local city/county, federal, and Torres Martinez Desert Cahuilla Indians improvements within the study limits, including all applicable levees, dikes, and berms. The results of this review shall be written down in an individual document to later be synthesized and incorporated into the Existing Conditions, Opportunities and Constraints Report (**Task 2.5**) to describe existing physical conditions and constraints affecting transportation assets. Written findings submitted to Caltrans Contract Manager in Microsoft Word Format.

2) Task 2.2: Floodplain / Federal Emergency Management Agency (FEMA)/ Local Studies Review

- a) Consultant shall collect and analyze all applicable Flood Insurance Study (FIS) available studies, Conditional Letters of Map Revision (CLOMRs), Letters of Map Revision (LOMRs), Letters of Map Amendment (LOMAs), work maps, and other supportive floodplain/floodway study documents from all applicable local

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administrators for SR 78 and 86, including, but not limited to, the following locations:

- i. PM 54.1 - Surprise Wash
 - ii. PM 60.5 - Tesla Ditch
 - iii. PM 60.9 - Virgo Ditch
 - iv. PM 63.0 - Tortif Ditch
 - v. PM 63.3 - Incienso Ditch
 - vi. PM 63.4 - Coolidge Springs Ditch
 - vii. PM 65.7 - Shoreline Ditch
- b) Consultant shall request hydrology/hydraulics studies performed by the Torres Martinez Tribal Government and, if available, review and incorporate relevant findings. A written summary of findings from these studies shall be created and later incorporated into the Existing Conditions, Opportunities and Constraints Report to describe floodplain conditions, vulnerabilities, and constraints in the study area. Written findings submitted to Caltrans Contract Manager in Microsoft Word Format.

3) Task 2.3: Climate Resilience Scan

- a) Consultant shall review and assess known climate-resilient adaptation strategies, including nature-based treatments, that address flooding, washouts, undermining, and other impacts to roadways applicable to the study area, including those found in the [Caltrans Highway Design Manual \(HDM\)](#). Applicable strategies and concepts shall be summarized in a written document and later incorporated into the Existing Conditions, Opportunities and Constraints Report as key opportunities and potential adaptation approaches. Written findings submitted to Caltrans Contract Manager in Microsoft Word Format.

4) Task 2.4: Other background and context documents

- a) Consultant shall collect, compile, and review all applicable information and data for the study area. Written findings summarizing information gained from this sub task submitted to Caltrans Contract Manager in Microsoft Word Format. Information including, but not limited to, the following background, context, and historical information:
- i. Caltrans Climate Change Vulnerability Assessment,
 - ii. Caltrans Adaptation Priorities Report,
 - iii. Major Damage Restoration and Director's Orders,
 - iv. Geotechnical Assessments,
 - v. Ten-Year SHOPP Project Book,
 - vi. Hydraulic history files for drainage/flooding related projects,
 - vii. Environmental Analysis documents,
 - viii. FEMA Guidance Document 8.1, Guidance for Flood Risk Analysis and Mapping –

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Hydraulics: Two-Dimensional Analysis (November 2023), and

- ix. FHWA Publication No. HIF-19-061 "Two-Dimensional Hydraulic Modeling for Highways in the River Environment (October 2019).

5) Task 2.5: Existing Conditions Opportunities and Constraints Report

- a) Consultant shall create a summary report of key existing conditions, opportunities, and constraints pertinent to this study based on the documents reviewed, focusing on the transportation system and hydraulic impacts. The summary document shall demonstrate understanding of the material provided and provide a brief assessment of each document, including points worth noting for the purposes of this study. Report shall be delivered electronically to the Caltrans Contract Manager within 20 weeks after receiving Notice to Proceed.

Task 2	Work Products & Deliverable	Acceptance Criteria	Due Date
2.1 As-Built and Improvements Review	A. Produce written summary of findings for this task in word document, Synthesize and incorporate the result into the Existing Conditions, Opportunities and Constraints Report to describe existing physical conditions and constraints affecting transportation assets	A. Collects and analyzes all applicable as-built/record drawing information for all relevant agencies within the study limits, including all applicable levees, dikes, and berms; results are synthesized for use in the Existing Conditions, Opportunities and Constraints Report.	A. Due within 20 weeks of receiving Notice to Proceed.
2.2 Floodplain / Federal Emergency Management Agency (FEMA)/ Local Studies Review	A. Complete collection and analysis of all applicable FIS available studies, CLOMRs, LOMRs, LOMAs, work maps, and other supportive floodplain/floodway study documents from all applicable local administrators for SR 78 and 86. Create written word document summarizing findings.	A. Collects and reviews relevant FEMA and local floodplain studies and maps. Any available Torres Martinez hydrology/hydraulics studies requested and, if available, reviewed. Findings provided to support Existing Conditions, Opportunities and Constraints Report.	A. Due within 20 weeks of receiving Notice to Proceed.
2.3 Climate Resilience Scan	A. Review and assess known climate-resilient adaptation strategies, including nature-based treatments, that	A. Climate-resilient and nature-based strategies applicable to the study area identified and assessed. Key	A. Due within 20 weeks of receiving Notice to Proceed.

Exhibit A
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	address flooding, washouts, and undermining of roadways applicable to the study area, including those found in the Caltrans HDM. Create written word document summarizing findings. Relevant strategies and concepts shall be summarized and incorporated into the Existing Conditions, Opportunities and Constraints Report as key opportunities and potential adaptation approaches	strategies summarized as opportunities for the Existing Conditions, Opportunities and Constraints Report	
2.4 Other background and context documents	A. Collect, compile, and review all pertinent information and data for the study area. Written findings submitted to Caltrans Contract Manager in Microsoft Word Format.	A. Pertinent background and context documents collected and reviewed. Key findings provided to support Existing Conditions, Opportunities and Constraints Report.	A. Due within 20 weeks of receiving Notice to Proceed.
2.5 Existing Conditions, Opportunities and Constraints Report	A. Create a summary report of key existing conditions, opportunities, and constraints pertinent to the project based on the documents reviewed and information gained from Tasks 2.1-2.4 focusing on the transportation system and hydraulic impacts.	A. Report summarizing key existing conditions, opportunities, and constraints pertinent to this study incorporating information and findings from Tasks 2.1-2.4 ; the report is delivered electronically to the Caltrans Contract Manager in Microsoft Word and PDF format.	A. Due within 20 weeks after receiving Notice to Proceed.

C. Task 3: Public & Tribal Engagement/Outreach

Consultant shall conduct in-person and/or digital surveys within the study area, in both English and Spanish, and disseminate information to collect public sentiment from roadway users in the study area. Engagement plans and methods are subject to Caltrans Contract Manager, District 8 and 11 Native American Coordinators, and District 11 Public Information Officer (PIO) approval.

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Consulting Services Agreement (Federal)

1) Task 3.1: Public Engagement

- a) Public Engagement shall be conducted by the Consultant in English and Spanish and over a long enough period to successfully accomplish the goals of this public engagement phase but shall not last less than four (4) weeks in duration. Consultant shall prepare all necessary engagement materials for English and Spanish speakers (e.g., meeting notifications and mailings, project boards, maps, presentations, factsheets, surveys, media outreach, brochures, and scheduling with State Highway System users and implement the Engagement Plan once approved by the Caltrans Contract Manager.
- b) Public Engagement shall consist of a digital survey of State Highway System (SHS) Users. Engagement shall be used to collect public opinion to inform specific study tasks by focusing on the following information goals:
 - i. How has storm-related flooding impacted SHS users' experience on this roadway and where?
 - ii. Collect public opinion to inform the development of the design and treatment plans, and generally understand what the public would like to see in the future for this corridor.
- c) After collecting SHS feedback, Consultant shall prepare and submit **Task 3.1.C** to the Caltrans Contract Manager as a report summarizing all information gained during this phase and how it will be utilized to inform the development of **Tasks 4, 5, and 6**.

Task 3.1 A: Public Engagement Plan (PEP):

- i. Consultant shall prepare and deliver a public Engagement Plan (PEP), consisting of engagement materials, strategies and timelines, in Microsoft Word format, to Caltrans prior to beginning collection of SHS user feedback.
- ii. The PEP shall list strategies, techniques, and plans identifying how public engagement will be completed and shall be subject to Caltrans Contract Manager review and approval.
- iii. After review and approval from the Caltrans Contract Manager, the finalized PEP shall be delivered electronically to the Caltrans Contract Manager within 22 weeks of receiving Notice to Proceed. Any revisions shall not alter the Scope of Work, only refine specific details outlined in the Work Plan and Work Schedule in **Technical Proposal, Attachment 2**.

Task 3.1 B: Conducting SHS Engagement and User Feedback (Digital Survey)

- i. Once the draft PEP is approved by the Caltrans Contract Manager, Consultant shall implement the plan by collecting user feedback through digital surveys.
- ii. Surveys must begin within 24 weeks of receiving Notice to Proceed and shall conclude no earlier than four (4) weeks after the survey period begins.
- iii. Surveys shall be in both English and Spanish. Consultant shall take all reasonable measures to acquire 100 - 200 survey responses. After Engagement is complete, Consultant shall utilize the data collected to complete **Task 3.1 C**.

Task 3.1 C: Public Engagement Findings Report

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- i. Consultant shall summarize all information gained from the public engagement and how it will be utilized to inform the development of **Tasks 4 and 5**.
- ii. The Public Engagement Findings Report, in Microsoft Word format, shall be delivered electronically to the Caltrans Contract Manager within two (2) weeks of the survey end date for **Task 3.1 B**.

2) Task 3.2 Tribal Engagement Plan

- a) Torres Martinez Desert Cahuilla Indians tribal boundaries extend through Riverside and Imperial Counties. Consultant shall be cognizant of the Department's priority to build strong tribal partnerships to help ensure agency actions are respectful and effective. The District 11 and District 8 tribal liaisons and coordinators shall be included during the engagement process.
- b) Consultant shall create and implement a Tribal Engagement Plan, specific to the tribal government request for recurring washouts and flooding events along BIA Route 026 Polk Road and BIA Route 026B Avenue 68, to guide communication with the Torres Martinez Desert Cahuilla Indians throughout the duration of the contract. The Tribal Engagement Plan shall include, but is not limited to, the following elements:
 - i. Understand the Tribal Government priorities and gather sufficient information to tailor the engagement approach.
 - ii. Identify key Tribal Council and general members.
 - iii. Clearly convey the purpose of the project and how it aligns with Tribal Government priorities.
 - iv. Before formal presentations/proposals, engage with Tribal Government informally to better explain the study.
 - v. Clearly convey that Tribal Government input is valuable in shaping the study.
 - vi. Use plain language, avoiding overly technical terminology, and tailor communication to Tribal Government's unique priorities.
 - vii. Provide informational session opportunities (e.g., workshops, webinars) where tribal members can learn about and ask questions regarding the project.
 - viii. Share information (e.g. brochures, project fact sheets, videos) explaining project details and make it readily accessible through various methods.
 - ix. Establish feedback channels (e.g., surveys, suggestion boxes) and provide prompt responses.
 - x. Keep the Tribal Government regularly updated on project progress.
 - xi. Provide opportunities for technical input.
 - xii. Listen to competing concerns and engage in constructive dialogue to determine options for the best path forward.
 - xiii. Partner with District 11 and District 8 tribal liaisons and coordinators, and other regional organizations, to efficiently conduct and refine engagement activities as needed.

Task 3.2.A: Tribal Engagement Plan

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- i. Consultant shall create the Tribal Engagement Plan, including detailed instructions to guide communication with the Torres Martinez Tribal Government throughout the duration of the contract
- ii. The Tribal Engagement Plan shall be delivered electronically to the Caltrans Contract Manager for approval within 10 weeks of receiving Notice to Proceed, in Microsoft Word format.

Task 3.2.B: Tribal Engagement Materials

- i. Consultant shall schedule, prepare for (providing all necessary agendas, presentations, and materials), and lead meetings, workshops, and/or information sessions with the Torres Martinez Tribal Government.
- ii. Number and duration of meetings with the Torres Martinez Tribal Government is subject to what is included in the Tribal Engagement Plan (3.2A), however Consultant shall be prepared for at most eight (8) meetings with the Torres Martinez Tribal Government throughout the duration of the contract. Agendas, presentations, and descriptions of meeting materials shall be delivered electronically to the Caltrans Contract Manager in Microsoft Word or PDF format at least one (1) week before any scheduled meetings with the Tribe.

Task 3	Work Products & Deliverable	Acceptance Criteria	Due Date
3.1. Public Engagement	A. Conduct in-person and virtual surveys, and disseminate information to collect public sentiment from roadway users in the study area.	A. Public engagement conducted in English and Spanish for at least four (4) weeks; implemented in accordance with Deliverables 3.1 A–3.1 C.	A. As per Tasks 3.1 A–3.1 C .
3.1.A Public Engagement Plan (PEP)	A. Prepare and deliver a PEP.	A. PEP prepared in Microsoft Word format, consisting of engagement materials, strategies, and timelines for SHS user outreach in English and Spanish. Subject to approval by the Caltrans Contract Manager before the surveys begin.	A. Finalized PEP delivered electronically to the Caltrans Contract Manager within 22 weeks of receiving Notice to Proceed.
3.1.B Conducting SHS Engagement and User Feedback	A. Implement the PEP by collecting user feedback through digital surveys	A. Surveys implemented per approved plan. Conducted in English and Spanish. Open at least four weeks. Reasonable efforts made to obtain at least 100 responses.	A. Surveys begin within 24 weeks of receiving Notice to Proceed and conclude no earlier than four (4) weeks after the survey period begins

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(Digital Survey)			
3.1.C Public Engagement Findings Report	A. Summarize information gathered from the public engagement	A. Summarizes all information gained from the public engagement, including key themes and locations of concern. Explains how public feedback will be utilized to inform development of Tasks 4 and 5. C ; Delivered electronically to the Caltrans Contract Manager in Microsoft Word format.	A. Due within two (2) weeks of the survey end date for Task 3.1 B .
3.2.A Tribal Engagement Plan	A. Create the Tribal Engagement Plan, including detailed instructions to guide communication with the Torres Martinez Tribal Government	A. Plan in Microsoft Word format; Guides communication with Torres Martinez Tribal Government for BIA Route 026 Polk Road and BIA Route 026B Avenue 68. Includes required elements (priorities, contacts, communication approach, feedback channels, coordination with liaisons). Subject to Caltrans Contract Manager approval	A. Delivered electronically to the Caltrans Contract Manager for approval within ten (10) weeks of receiving Notice to Proceed.
3.2.B Tribal Engagement Materials	A. Schedule, prepare for (providing all necessary agendas, presentations, and materials), and lead meetings, workshops, and/or information sessions with the Torres Martinez Tribal Government.	A. Meetings and sessions held consistent with approved Tribal Engagement Plan. Prepared for up to eight (8) meetings with the Tribe. Agendas and materials submitted in Word/PDF at least one (1) week before each meeting. Subject to Caltrans Contract Manager approval	A. Materials due at least one (1) week before any scheduled meetings with the Tribe; meetings held as specified in the approved Tribal Engagement Plan (Task 3.2 A).

D. Task 4: Hydrology and Hydraulics Reports

Consultant shall create hydrological reports and conduct floodplain modeling to understand the severity and location of asset vulnerabilities to flooding impacts, determine risk, and identify and compare FEMA regulatory conditions to current conditions.

1) Task 4.1: Preliminary Offsite Hydrology (50-year & 100-year Existing Condition)

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- a) Consultant shall prepare a hydrograph analysis for all watersheds exceeding 160 acres using HEC-HMS, NRCS Unit Hydrograph Method with:
 - i. Type I- CA-6 distribution and smoothing methods,
 - ii. Type II- distribution for multiple locations ((IMP-78 PM's 0.5-1.0, 2-2.5, 4.7-5.2, 6.8-7.3, 7.5-8.0, 8.3-8.8, 8.9-9.4, 9.9-10.4, 11.2-11.7, 12.5-13.055; IMP-86 PM's 50.84-51.34, 51.8-52.83, 53.07-53.57, 53.9-54.4, 60.5-61, 62.5-63, 63-63.5, 64.75-65.25, 65.35-85; Polk St. & 68th Ave.).
 - b) Watersheds under 160 acres shall be analyzed using the rational method per the [Caltrans Highway Design Manual](#).
 - c) Consultant shall identify and document (with justification) active alluvial fans.
 - d) Consultant shall deliver the hydrograph analysis (current condition, current condition with 50-year storm, and current condition with 100- year storm) electronically in PDF format to the Caltrans Contract Manager for review within 24 weeks after receiving Notice to Proceed.
 - e) Consultant shall allow at least four (4) weeks for Caltrans staff to review and comment, and shall incorporate changes based on comments within two (2) weeks of receiving comments.
- 2) Task 4.2: Hydrological Modeling Risk Assessment Consensus
- a) Since risk of impacts to Caltrans' and Torres Martinez Tribal Government's assets will be assessed during modeling in **Task 4.3**, Consultant shall create and present to Caltrans staff criteria used to measure risk to ensure alignment with Caltrans' definition of "risk". If assessment of any Tribal Government asset requires physical access to tribal land, the Consultant shall comply with all required tribal permits, right-of-entry agreements, environmental requirements, and any applicable federal, state, or tribal access protocols. The Consultant shall coordinate with the Caltrans Contract Manager, who will consult with the Caltrans tribal liaison, environmental, and right-of-way programs as necessary.
 - b) Consultant shall work with Caltrans staff to ensure risk criteria align with standards in the Caltrans Highway Design Manual.
 - c) Consultant shall create and present the Risk Assessment Presentation to necessary Caltrans staff. The presentation shall be delivered to the Caltrans Contract Manager and presented to the Caltrans staff within 32 weeks of receiving Notice to Proceed.
 - d) Consultant shall allow at least four (4) weeks for Caltrans staff to review and comment and shall incorporate changes based on comments within two (2) weeks of receiving comments.
- 3) Task 4.3: SRH 2D Floodplain Modeling (50-year & 100-year Existing Condition)
- a) Consultant shall develop SRH-2D floodplain models for the project study areas (IMP-78/PM: 0.00-13.154 & IMP-86/PM: 43.531-67.824, and RIV-86/PM: R9.362 or 33°33'16.9"N 116°08'51.0"W)) based upon FEMA Guidance Document 8.1, "Guidance for Flood Risk Analysis and Mapping – Hydraulics: Two-Dimensional Analysis (November 2023)" and FHWA Publication No. HIF-19-061 "Two-Dimensional Hydraulic Modeling for Highways in the River Environment (October 2019)" to determine watercourse interaction with the highway.
 - b) Models shall include all applicable levees, dikes, berms, and other Caltrans assets

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- impacted by flooding.
- c) Consultant shall identify locations of active alluvial fans and determine risk of flows moving within each alluvial fan using criteria from Task 4.2.
 - d) Consultant shall deliver the floodplain modeling in Sedimentation and River Hydraulics – 2D (SRH-2D) electronic format to the Caltrans Contract Manager for review within 36 weeks of receiving Notice to Proceed.
 - e) Consultant shall allow four (4) weeks for Caltrans staff to review and comment, and shall incorporate changes based on comments within two (2) weeks of receiving comments.
- 4) Task 4.4: Hydrology and Hydraulics Determinations
- Utilizing information gained from all previous tasks, Consultant shall make hydrological determinations regarding the study area and impacts to Caltrans and Torres Martinez assets.
- a) Identify assets and locations within the study area that currently do not meet Caltrans Highway Design Manual standards
 - b) Identify assets/areas within the study area currently impacted under existing conditions.
 - c) Utilizing criteria created in task 4.2, Consultant will rank areas currently impacted by significant overtopping, and potential damage to infrastructure.
 - d) Identify limits and depth of overtopping at study locations including BIA roadway.
 - e) Identify period of time locations are inundated.
 - f) Consultant shall deliver the Hydrology and Hydraulics Determinations electronically in PDF or native file format to the Caltrans Contract Manager for review within 58 weeks of receiving Notice to Proceed.
 - g) Consultant shall allow two (2) weeks for Caltrans staff to review and comment, and shall incorporate changes based on comments within one (1) week of receiving comments.
- 5) Task 4.5: Draft Hydrology and Hydraulics Reports
- a) Utilizing information gained from all previous tasks, Consultant shall draft hydrology and hydraulic study reports showcasing all necessary industry-standard information to effectively determine impacts to study area assets.
 - b) Based upon completion of hydrology and hydraulic calculations and modeling, Consultant shall prepare draft reports documenting methodologies, results, appropriate backup, summary tables, exhibits, and all other necessary information from **Task 4**.
 - c) Consultant shall deliver Draft Hydrology and Hydraulic Reports electronically in PDF format to the Caltrans Contract Manager for review within 68 weeks of receiving Notice to Proceed.
 - d) Consultant shall allow at least four (4) weeks for Caltrans staff to review and comment, and shall incorporate changes based on comments within two (2) weeks of receiving comments.

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Task 4	Work Products & Deliverable	Acceptance Criteria	Due Date
4.1 Preliminary Offsite Hydrology (50-year & 100-year Existing Condition)	A. Prepare a hydrograph analysis for all watersheds exceeding 160 acres	A. Hydrograph analysis completed for all watersheds exceeding 160 acres for: (i) current condition, (ii) current condition with 50-year storm, and (iii) current condition with 100-year storm. Rational method used for watersheds under 160 acres. Active alluvial fans identified. Analysis delivered electronically in PDF format.	A. Hydrograph analysis delivered within 24 weeks of receiving Notice to Proceed. B. Consultant allows at least four (4) weeks for Caltrans staff to review and comment and incorporates changes based on comments within two (2) weeks of receiving comments.
4.2 Hydrological Modeling Risk Assessment Consensus	A. Create and present criteria used to measure risk to Caltrans staff	A. Risk criteria developed for Caltrans and Torres Martinez assets. Criteria aligned with Caltrans standards. Presentation prepared in PowerPoint format and delivered to the Caltrans Contract Manager and presented to the group.	A. Presentation delivered and presented within 32 weeks of receiving Notice to Proceed. B. Consultant allows at least four (4) weeks for Caltrans staff to review and comment and incorporates changes based on comments within two (2) weeks of receiving comments.
4.3 SRH 2D Floodplain Modeling (50-year & 100-year Existing Condition)	A. Develop SRH2D floodplain models for the project study areas	A. SRH2D models completed for defined study limits. Modeling follows specified FEMA and FHWA guidance. Includes relevant levees, dikes, berms, and assets. Models delivered in native format.	A. Floodplain modeling delivered within 48 weeks of receiving Notice to Proceed. B. Consultant allows four (4) weeks for Caltrans staff to review and comment and incorporates changes based on comments within

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			two (2) weeks of receiving comments.
4.4 Hydrology and Hydraulics Determinations	A. Make hydrological determinations regarding the study area and impacts to Caltrans and Torres Martinez assets.	A. Determinations completed using results from Tasks 4.1–4.3 . Non-compliant assets and impacted areas identified. Overtopping depth, extent, and duration documented. Determinations delivered electronically in PDF or native file format.	A. Hydrology and Hydraulics Determinations delivered within 58 weeks of receiving Notice to Proceed. B. Consultant allows two (2) weeks for Caltrans staff to review and comment and incorporates changes based on comments within one (1) week of receiving comments.
4.5 Draft Hydrology and Hydraulics Reports	A. Draft hydrology and hydraulic study reports showcasing all necessary industry-standard information to effectively determine impacts to study area assets	A. Draft study reports prepared documenting methodologies and results from Task 4 . Drafts delivered in PDF format for review.	A. Draft Hydrology and Hydraulics Reports delivered within 68 weeks of receiving Notice to Proceed. B. Consultant allows at least four (4) weeks for Caltrans staff to review and comment and incorporates changes based on comments within two (2) weeks of receiving comments.

E. Task 5: Climate Resilient Adaptation Strategies & Designs

1) Task 5.1: Develop Adaptation Strategies & Designs

Adaptation strategies and designs are intended to improve Torres Martinez Tribal Government's transportation assets' resilience in the short, middle, and long term (up to the expected life of the project) from environmental impacts like storm events expected to increase from climate change.

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- a) Consultant shall utilize information obtained in prior tasks and other relevant sources to develop a comprehensive master list of technical project-level concepts that effectively address near-, medium-, and long-term climate change impacts (like more severe rain events), improving resilience and longevity of assets.
 - b) Designs/concepts do not need to be limited to one (1) single treatment and can include a combination of several treatments or adaptation pathways that are implemented in phases based on factors such as, but not limited to, water elevation, expected lifetime of infrastructure, and maintenance costs.
 - c) All designs or concepts shall have the ultimate effect of improving flooding/storm resilience and emphasizing nature-based solutions.
 - d) Designs shall consider adaptation strategies such as, but not limited to, soft and hard protection measures, nature based or "living" treatments, stormwater management strategies, and accommodation and/or elevation concepts.
 - e) Designs/concepts shall consider the existing specific conditions, development patterns, constraints, potential costs, and resources of the study area.
 - f) Designs/concepts shall place emphasis on the ability to be implemented in phases that include time for planning, design, funding, permitting, and construction, or to be modified and adapted over time. Designs do not necessarily need to be built and may include management strategies. Predicted climate change impacts have many ranges depending on the representative concentration pathways (RCP), however all designs/concepts should be applicable to support the full asset design life when possible.
 - g) Designs/concepts shall consider the Torres Martinez Tribal Government and may be modified, refined, or influenced by the tribal input to the extent feasible based on contract budget, tribal engagement plan, and scope.
 - h) Consultant shall develop a comprehensive master list of adaptation strategies and designs applicable to the Torres Martinez BIA portions of the study area near BIA Route 026 Polk Road and BIA Route 026B Avenue 68. The list shall be delivered electronically in PDF format to the Caltrans Contract Manager within 75 weeks of receiving Notice to Proceed.
- 2) Task 5.2: Tribal Storm Resilience Treatment Plan
- Utilizing the master list of design concepts created in **Task 5.1** and the Hydrology and Hydraulics Reports from **Task 4**, Consultant shall create a site-specific Storm Resilience Treatment Plan for the design life of a potential future project within the Torres Martinez Tribal Lands portions of the study area.
- a) Consultant shall create a site-specific phased adaptation plan for the study area (equivalent up to 25% design) utilizing the strategies and designs identified in **Task 5.1** and the impacts identified in **Task 4**. The Consultant will create a storm resilience plan that describes measures to address short and long-term hazards for the study area.
 - b) Resilience Plan should be as detailed as possible (equivalent up to 25% design) and may be easily utilized by Torres Martinez Tribal Government as a detailed starting point for developing potential future projects in the study location.

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- c) Resilience Plan shall be cognizant of Torres Martinez potential budget for future projects and shall include treatments that are feasible to the extent that is practical and within contract timeline and budget.
- d) Consultant shall deliver the Storm Resilience Treatment Plan electronically in PDF format to the Caltrans Contract Manager within 79 weeks of receiving Notice to Proceed.

3) **Task 5.3: Graphics for Design Concepts & Strategies**

Building upon the findings from **Tasks 5.1 and 5.2**, Consultant shall develop graphical renderings for main draft design concepts that illustrate these designs/treatments at various locations within the study area via mapping/examples/graphics.

- a) Graphics shall accompany at least two (2) designs concepts identified in **Task 5.1**.
- b) Graphics shall be presented at the locations indicated in the Adaptation Treatment Plan from **Task 5.2**.
- c) Graphics shall be delivered electronically in PDF format to the Caltrans Contract Manager within 81 weeks of receiving Notice to Proceed.

Task 5	Work Products & Deliverable	Acceptance Criteria	Due Date
5.1 Develop Adaptation Strategies & Designs	A. Develop a comprehensive master list of technical project-level concepts that effectively address near-, medium-, and long-term climate change impacts	A. Master list of applicable adaptation strategies and designs for Torres Martinez BIA portions of the study area. Addresses near-, medium-, and long-term climate impacts on transportation assets. - Reflects nature-based and other appropriate treatments, suitable for phased implementation and tribal use.	A. Delivered electronically to Caltrans Contract Manager within 75 weeks of receiving Notice to Proceed.
5.2 Tribal Storm Resilience Treatment Plan	A. Shall create a site-specific phased adaptation plan for the study area	A. Site-specific phased adaptation plan (up to 25% design) based on Tasks 4 and 5.1 . Describes measures for near- and long-term hazards. Focused on treatments relevant to Torres Martinez priorities and budget. Delivered electronically in PDF format.	A. Delivered electronically to Caltrans Contract Manager within 79 weeks of receiving Notice to Proceed.
5.3 Graphics for Design Concepts & Strategies	A. Develop graphical renderings for main draft design concepts	A. Graphics prepared for at least two key design concepts from Task 5.1 . Graphics correspond to locations identified in the Storm Resilience Treatment Plan. Graphics delivered electronically in PDF format.	A. Delivered electronically to Caltrans Contract Manager within 81 weeks of receiving Notice to Proceed.

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F. Task 6: Draft Modeling Reports

1) Task 6.1: Develop Draft Modeling Reports & Reviews

Incorporating information gathered from all prior tasks, Consultant shall develop a First Draft Modeling Report for review and comment by Caltrans. Following incorporation of comments as directed by the Caltrans Contract Manager and Consultant, a second, revised draft shall be created for review by the TAC and partner agencies. The drafts shall be formatted in Microsoft Word.

- a) Consultant shall produce Draft Modeling Reports inclusive of, but not limited to, the following items:
- i. Written narrative that consists of introduction, federal and regulatory policy, discussion on existing SRH2D model and floodplain maps, including discussions/explanations on methodologies.
 - ii. Hydraulic Work Maps.
 - iii. Tables with comparative output for modeling results.
 - iv. Plan mapping that represents calculated water surface elevations for each model including Manning's n, overbanks, cross section locations (model identified), and indexed water surface elevations, profile line, river stationing.
 - v. Profiles with water surface elevation mapping, provide input and output tables, provide cross sections at each river station.
 - vi. All associated electronic files and documents needed for Draft Modeling Report completion.

Task 6.1. A: First Draft Modeling Report (Word)

- i. Consultant shall develop and deliver the first draft of the Modeling Report electronically to the Caltrans Contract Manager for review and comment by Caltrans and partner agencies no later than 82 weeks after receiving Notice to Proceed.
- ii. Consultant shall allow no less than 15 working days for Caltrans review and comment.
- iii. After receipt of comments, Consultant shall incorporate comments and return the revised draft to the Caltrans Contract Manager with track changes within 10 working days. Final Caltrans approval is required before sharing with Torres Martinez Tribe in **Task 6.1 B**.

Task 6.1. B: Second Draft Modeling Report (Word)

- i. No later than 87 weeks after receiving Notice to Proceed, Consultant shall submit the second draft Modeling Report, highlighting the BIA portions of the study, to the Torres Martinez Tribal Government and partner agencies for review and comment.
- ii. Consultant shall allow no less than 15 working days for review and comments (subject to change based on final Tribal Engagement Plan).
- iii. Consultant shall incorporate comments based on Consultant recommendations and Caltrans Contract Manager approval, and disseminate the revised second draft back to the Torres Martinez Tribal Government when agreed upon by the Caltrans Contract Manager and Consultant.
- iv. Second draft Modeling Report with comments incorporated, including track changes, shall be delivered electronically to the Caltrans Contract Manager no later than 92 weeks

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after receiving Notice to Proceed.

2) Task 6.2: Administrative Draft Modeling Report (Word)

Following consultation with the Caltrans Contract Manager on the disposition of comments by the Torres Martinez Tribal Government and partner agencies, Consultant shall develop an administrative draft Modeling Report.

- a) Consultant shall prepare an Administrative Draft Modeling Report once all comments have been addressed.
- b) The Administrative Draft Modeling Report, in Word format, is due within 92 weeks after receiving Notice to Proceed and shall be delivered electronically to the Caltrans Contract Manager.

Task 6	Work Products & Deliverable	Acceptance Criteria	Due Date
6.1.A First Draft Modeling Report (Word)	A. Develop and deliver the first draft of the Modeling Report to Caltrans Contract Manager	A. Draft incorporates information from all prior tasks. Delivered electronically in Microsoft Word with track changes. Caltrans given at least 15 working days for review; comments addressed within 10 working days. Submission of draft and Caltrans approval obtained before proceeding to Task 6.1 B.	A. Delivered electronically to Caltrans Contract Manager no later than 82 weeks after receiving Notice to Proceed.
6.1.B Second Draft Modeling Report (Word)	A. Submit the second draft Modeling Report, highlighting the BIA portions of the study, to the Torres Martinez Tribal Government and partner agencies	A. Second draft highlights BIA portions of the study. Submitted to Torres Martinez Tribal Government and partner agencies for review. Review period at least 15 working days. Comments incorporated based on Consultant recommendation and Caltrans approval and shared back with Tribe as agreed.	A. Submitted to Tribe/partner agencies no later than 87 weeks after receiving Notice to Proceed. B. Comments incorporated version delivered to Caltrans Contract Manager no later than 92 weeks after receiving Notice to Proceed.
6.2 Administrative Draft	A. Develop an administrative draft Modeling Report.	A. Administrative draft prepared after consultation with Caltrans on disposition of comments. Includes all changes from Tasks 6.1 A and 6.1 B. Delivered	A. Delivered electronically to Caltrans Contract Manager within 92 weeks after

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Modeling Report		electronically in Microsoft Word format to Caltrans Contract Manager.	receiving Notice to Proceed.
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G. Task 7: Final Hydraulic Modeling Report and Presentation.

Following review and comment of the Administrative Draft Modeling Report by Caltrans and partner agencies, Consultant shall prepare the Final Modeling Report according to the specifications of the Caltrans Contract Manager.

1) Task 7.1: Final Hydraulic Modeling Report (PDF)

- a) Consultant shall allow 15 working days for review of the Administrative Draft Modeling Report and address and incorporate any additional comments received from Caltrans Contract Manager or Torres Martinez Tribal Government within 15 working days.
- b) After recommendation to and upon approval from Caltrans Contract Manager, Consultant shall prepare the Final Modeling Report. Caltrans Contract Manager has final say on any reasonable changes, should time allow before final submission.
- c) The Final Modeling Report must be complete (free of all typos/errors and in final presentation style and format) and ready to share with the public.
- d) Consultant shall deliver the Final Modeling Report electronically in PDF format to the Caltrans Contract Manager no later than 100 weeks after receiving Notice to Proceed.

2) Task 7.2: Final Study Presentation

Consultant shall prepare and deliver a presentation that covers the entire study and all key findings.

- a) Presentation shall be presented by Consultant to Caltrans D11 executive staff no later than 104 weeks after receiving Notice to Proceed.
- b) Presentation shall last 30 minutes to one (1) hour, including time for questions and answers.
- c) Presentation will cover background, purpose and need, overview and key findings from each task, final conclusions (including priorities for Torres Martinez Tribal Government) and any potential next steps.
- d) Draft presentation due to Caltrans Contract Manager for review and approval no later than two (2) weeks before presentation delivery date.
- e) Consultant shall work with Caltrans Contract Manager to schedule the presentation no later than 104 weeks after receiving Notice to Proceed.

Task 7	Work Products & Deliverable	Acceptance Criteria	Due Date
7.1	Final Hydraulic Modeling Report	A. Final Report prepared per Caltrans Contract Manager specifications following review of Administrative Draft.	A. Delivered electronically to Caltrans Contract Manager no later

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		Comments from Caltrans/Tribe incorporated within 15 working days. After final recommendations by Consultant and upon Caltrans approval, Caltrans has final say on reasonable changes. Complete (free of errors, final format) and ready for public sharing. Delivered electronically in PDF format.	than 100 weeks after receiving Notice to Proceed.
7.2	Final Study Presentation	A. Presentation covers entire study and key findings for Caltrans D11 executive staff. - Duration 30 minutes to 1 hour including Q&A. Includes background, purpose, task findings, conclusions (including Torres Martinez priorities), and next steps. Draft reviewed by Caltrans at least 2 weeks before delivery. Final materials delivered electronically in PowerPoint format.	B. Presented no later than 104 weeks after receiving Notice to Proceed.

9. An estimated overall project timeline is provided in **Estimated Overall Project Timeline, Attachment 3.**

10. Consultant, in collaboration with Caltrans staff, shall provide assistance with Public Relation Services (PRS), including but not limited to, public service announcements, press releases, broadcast media, media kits, news conferences, outreach activities/events, public engagement activities/events, social media, web content, graphic design, project branding and fact sheets when necessary.

All PRS-related work performed by Consultant shall be appropriately reviewed and approved by Caltrans Contract Manager, Native American Liaison, and Caltrans District Chief Public Relations Officer (PIO)/Assistant Deputy Director of Public Affairs prior to implementation/release. Caltrans Contract Manager/District Chief PIO will report all PRS-related activities and events to Caltrans Headquarters Public Affairs Office on the Week Ahead Report (WAR) and the Day Ahead Report (DAR).

Consultant shall comply with Governor's Memo 02-18-2011 that prevents State spending on promotional and marketing items.

Exhibit B
Consulting Services Agreement (Federal)

Budget Detail and Payment Provisions

1. Invoicing and Payment

- A. For services satisfactorily rendered, and upon approval of services by Caltrans Contract Manager, and upon receipt and approval of the invoices, the State agrees to compensate Contractor for actual expenditures incurred in accordance with the rates in **Attachment 1** and this **Exhibit B**. Incomplete or disputed invoices shall be returned to Contractor, unpaid, for correction.
- B. Invoices shall be itemized per **Attachment 1, Cost Proposal**, and shall include the Agreement Number, dates of services, (include any other specific information that identifies line-item charges in accordance with the **Attachment 1, the Cost Proposal**. E.g. Itemized line items may include the charges by location, service month, number of hours by classifications, etc.) other direct expenses and any other applicable items from **Attachment 1** and shall be submitted in triplicate not more frequently than monthly in arrears to:

Department of Transportation
D11/Planning & Local Assistance
Attention: **TBD**
4050 Taylor Street
San Diego, CA 92110

- C. Any subcontract entered into as a result of this Agreement shall contain all the provisions of this clause.
- D. Invoices shall be itemized in accordance with the **Cost Proposal, Attachment 1**, and include supporting documentation for materials, supplies, and equipment.

2. Budget Contingency Clause

- A. It is mutually understood between the parties that this Agreement may have been written before ascertaining the availability of congressional or legislative appropriation of funds, for the mutual benefit of both parties in order to avoid program and fiscal delays that would occur if the Agreement were executed after that determination was made.
- B. This Agreement is valid and enforceable only if sufficient funds are made available to the State by the United States Government or the California State Legislature for the purpose of this program. In addition, this Agreement is subject to any additional restrictions, limitations, conditions, or any statute enacted by the Congress or the State Legislature that may affect the provisions, terms or funding of this Agreement in any manner.
- C. It is mutually agreed that if the Congress or the State Legislature does not appropriate sufficient funds for the program, this Agreement shall be amended to reflect any reduction in funds.
- D. Pursuant to Government Code Section 927.13, no late payment penalty shall accrue during any time period for which there is no Budget Act in effect, nor on any payment or refund that is the result of a federally mandated program or that is directly dependent upon the receipt of federal funds by a state agency.
- E. Caltrans has the option to terminate the Agreement under the 30-day termination clause or to amend the Agreement to reflect any reduction of funds.

Exhibit B
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3. Prompt Payment Clause

- A. Payment will be made in accordance with, and within the time specified in, Government Code, Chapter 4.5, commencing with Section 927.
- B. Pursuant to 49 Code of Federal Regulations, Part 26.29(b), Caltrans will not withhold payment from Contractor, and Contractor, and any of its subcontractors, shall not withhold payment from any subcontractor when the Agreement is Federally funded.
- C. Any subcontract entered into as a result of this Agreement shall contain all the provisions of this clause.

4. Rates

Rates for these services may be found on **Attachment 1** of this document.

5. Allowable Costs and Payments

- A. The method of payment for this Agreement will be based on actual costs incurred by Contractor and the amount set forth in **sub-paragraph B**. Caltrans will reimburse Contractor for actual costs (including labor costs, employee benefits, travel, overhead and other direct costs) incurred by Contractor in performance of the work, which amount will not exceed **\$TBD**. Actual costs shall not exceed the estimated wage rates and other estimated costs set forth in Contractor's cost proposal.
- B. Transportation and subsistence costs shall not exceed rates authorized to be paid non-represented State employees under current California Department of Human Resources (CalHR) rules.
- C. Contractor shall not commence performance of work or services until this Agreement has been approved by Caltrans and Caltrans Contract Manager has issued the Notice to Proceed. No payment will be made prior to approval nor for any work performed prior to approval of this Agreement.
- D. The total amount payable by Caltrans shall not exceed **\$TBD**.

6. Cost Principles

- A. Contractor agrees that the Contract Cost Principles and Procedures in 48 CFR, Part 31, and the Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards, in 2 CFR, Part 200, shall be used to determine the allowable individual items of cost.
- B. Any costs for which payment has been made to Contractor that are determined by subsequent audit to be unallowable under 48 CFR Part 31 or 2 CFR Part 200, are subject to repayment by Contractor to Caltrans.
- C. Any subcontract entered into as a result of this Agreement shall contain all of the provisions of this clause.

7. Excise Tax

The State of California is exempt from Federal excise taxes, and no payment will be made for any taxes levied on employees' wages. Caltrans will pay for any applicable State or local sales or use taxes on the services rendered or equipment or parts supplied pursuant to this Agreement. Caltrans may pay any applicable sales and use tax imposed by another state.

Exhibit D
Consulting Services Agreement (Federal)

Special Terms and Conditions

1. Settlement of Disputes

- A. Any dispute concerning a question of fact arising under this Agreement that is not disposed of by agreement shall be decided by Caltrans Contract Officer, who may consider any written or verbal evidence submitted by Contractor. The decision of Caltrans Contract Officer, issued in writing, shall be Caltrans' final decision on the dispute.
- B. Neither the pendency of a dispute nor its consideration by Caltrans Contract Officer will excuse Contractor from full and timely performance in accordance with the terms of the Agreement.

2. Termination

- A. If, after award and execution of the Agreement, Contractor's performance is unsatisfactory, the Agreement may be terminated immediately for default. Additionally, Contractor may be liable to Caltrans for damages, including the difference between Contractor's original bid price and the actual cost of performing the work by another Contractor. Default is defined as Contractor failing to perform services required by the Agreement in a satisfactory manner.
- B. Caltrans reserves the right to terminate this Agreement for any or no cause upon 30 days written notice to Contractor. Upon such termination, no compensation shall be due or payable to Contractor except for compensation earned through the date of termination.
- C. The State may terminate this Agreement immediately for good cause. The term "good cause" may be defined as "impossibility of performance" or "frustration of purpose," but does not include material breach, default, or termination without cause. In this instance, the Agreement termination shall be effective as of the date indicated on the State's notification to Contractor.
- D. In the event that the total Agreement amount is expended prior to the expiration date, Caltrans may, at its discretion, terminate this Agreement with 30 days' notice to Contractor.

3. Evaluation of Contractor

Performance of Contractor under this Agreement will be evaluated. The evaluation shall be prepared on Contract/Contractor Evaluation (STD 4), and maintained in the Office file, and DGS, Office of Legal Services, if the evaluation is negative and the Agreement price is over \$5,000.

4. Non-Solicitation

Contractor warrants by execution of this Agreement, that no person or selling agency has been employed or retained to solicit or secure this Agreement upon an agreement or understanding for a commission, percentage, brokerage, or contingent fee, excepting bona fide employees or bona fide established commercial or selling agencies maintained or contracted by Contractor for the purpose of securing business. For breach or violation of this warranty, the State shall, in addition to other remedies provided by law, have the right to annul this Agreement without liability, paying only for the value of the work actually performed, or in its discretion, to deduct from the Agreement price or consideration, or otherwise recover the full amount of such commission, percentage, brokerage, or contingent fee.

5. Subcontractors

- A. Nothing contained in this Agreement or otherwise, shall create any contractual relation between the State and any Subcontractors, and no subcontract shall relieve Contractor of its responsibilities and obligations hereunder. Contractor agrees to be as fully responsible to the State for the acts and omissions of its Subcontractors and of persons either directly or indirectly employed by any of them as it is for the acts and omissions of persons directly employed by

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Contractor. Contractor's obligation to pay its Subcontractors is an independent obligation from the State's obligation to make payments to Contractor.

- B. Contractor shall perform the work contemplated with resources available within its own organization and no portion of the work shall be subcontracted except for Subcontractors listed on **Subcontracting Provisions/List (ADM-1511)**, attached hereto and incorporated as part of this Agreement.
- C. Any subcontract in excess of \$25,000 entered into as a result of this Agreement shall contain all the provisions stipulated in this Agreement to be applicable to Subcontractors.
- D. Contractor shall pay its Subcontractors within 10 calendar days from receipt of each payment made to Contractor by the State.
- E. Any substitution of Subcontractors must be approved in writing by Caltrans Contract Manager in advance of assigning work to a substitute Subcontractor.

6. Contractor's Reports and/or Meetings

- A. Contractor shall submit progress reports at least once a month to allow Caltrans Contract Manager to determine if Contractor is performing to expectations or is on schedule, to provide communication of interim findings and to afford occasions for airing difficulties or special problems encountered so that remedies can be developed.
- B. Contractor shall meet with Caltrans Contract Manager as needed to discuss progress on the Agreement.
- C. Prior to completion of the Agreement, Contractor shall hold a final meeting with Caltrans Contract Manager to present findings, conclusions and recommendations and shall submit a comprehensive final report on the project.
- D. Any document or written report prepared as a requirement of this Agreement shall contain, in a separate section preceding the main body of the document, a list of all Contracts and subcontracts (including dollar amounts) relating to the preparation of those documents or reports if the combined costs for work by non-employees of Contractor exceed \$5,000.

7. Publication

- A. Other than as provided in **Section 3 Exhibit E** hereof, Contractor shall not copyright any deliverable(s) developed and funded under this Agreement.
- B. Contractor shall have the right to publish any and all information, conclusions and developments (except that which is designated as **CONFIDENTIAL** by Caltrans) resulting from work conducted under this Agreement.
- C. Any publication by Contractor shall give proper credit to Caltrans. All publications shall bear an appropriate inscription acknowledging the State's copyright ownership to the Work and Deliverable(s) (including but not limited to, all reports, design materials, advertisements, training materials, writings, articles, computer programs, inventions and any documentation related to the Agreement) consisting of a "c" in a circle followed by the four-digit year in which the Work or Deliverable was produced, followed by the words "California Department of Transportation. All rights reserved."
- D. Contractor shall submit to Caltrans any materials released for publication simultaneously with submission to the publisher for the purpose of comment and review by the State with respect to the presence of patentable, confidential, and/or proprietary subject matter within the materials released for publication.

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Consulting Services Agreement (Federal)

- E. Caltrans will take all reasonable steps to have United States Patent Applications, or other appropriate protection of intellectual property, filed prior to the time the information, conclusions or developments are published or otherwise made available to the public.
- F. Contractor agrees to keep confidential, any proprietary information supplied to it by Caltrans during the course of the Agreement and designated in writing as "**CONFIDENTIAL**". Such information will not be included in any published material without the prior written approval of the parties.
- G. All publications shall contain the following disclaimer in a separate section preceding the main body of the document:

"The contents of this report reflect the views of the author who is responsible for the facts and accuracy of the data presented herein. The contents do not necessarily reflect the official views or policies of the State of California or the Federal Highway Administration. This publication does not constitute a standard, specification or regulation."

8. Confidentiality of Data

- A. All financial, statistical, personal, technical, or other data and information relative to the Caltrans' operations, which is designated confidential by Caltrans and made available to Contractor in order to carry out this Agreement, shall be protected by Contractor from unauthorized use and disclosure.
- B. Permission to disclose information on one occasion or public hearing held by Caltrans relating to this Agreement shall not authorize Contractor to further disclose such information or disseminate the same on any other occasion.
- C. Contractor shall not comment publicly to the press or any other media regarding this Agreement or Caltrans' actions on the same, except to the Caltrans' staff, Contractor's own personnel involved in the performance of this Agreement, at public hearings, or in response to questions from a Legislative committee.
- D. Contractor shall not issue any news release or public relations item of any nature whatsoever regarding work performed or to be performed under this Agreement without prior review of the contents thereof by Caltrans and receipt of Caltrans' written permission.
- E. All information related to the construction estimate is confidential and shall not be disclosed by Contractor to any entity, other than Caltrans.
- F. Any subcontract, entered into as a result of this Agreement, shall contain all of the provisions of this clause.

9. State-Owned Data—Integrity and Security

- A. Contractor shall comply with the following requirements to ensure the preservation, security, and integrity of State-owned data on portable computing devices and portable electronic storage media:
 - 1) Encrypt all State-owned data stored on portable computing devices and portable electronic storage media using government-certified Advanced Encryption Standard (AES) cipher algorithm with a 256-bit or 128-bit encryption key to protect Caltrans data stored on every sector of a hard drive, including temp files, cached data, hibernation files, and even unused disk space.
 - 2) Data encryption shall use cryptographic technology that has been tested and approved against exacting standards, such as FIPS 140-2 Security Requirements for Cryptographic Modules.

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- 3) Encrypt, as described above, all State-owned data transmitted from one computing device or storage medium to another.
 - 4) Maintain confidentiality of all State-owned data by limiting data sharing to those individuals contracted to provide services on behalf of the State, and limit use of State information assets for State purposes only.
 - 5) Install and maintain current anti-virus software, security patches, and upgrades on all computing devices used during the course of the Agreement.
 - 6) Notify Caltrans Contract Manager immediately of any actual or attempted violations of security of State-owned data, including lost or stolen computing devices, files, or portable electronic storage media containing State-owned data.
 - 7) Advise the owner of the State-owned data, the agency Information Security Officer, and the agency Chief Information Officer of vulnerabilities that may present a threat to the security of State-owned data and of specific means of protecting that State-owned data.
- B. Contractor shall use the State-owned data only for State purposes under this Agreement.
- C. Contractor shall not transfer State-owned data to any computing system, mobile device, or desktop computer without first establishing the specifications for information integrity and security as established for the original data file(s) (State Administrative Manual (SAM) section 5335.1).

10. Disadvantaged Business Enterprise (DBE) Program Changes

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). In the event of any ambiguity or discrepancy between the existing law, including the IFR, guidance, including U.S. DOT IFR Frequently Asked Questions (FAQ), and this Contract, existing law controls.

- Interim Final Rule in Federal Register: [Federal Register: Disadvantaged Business Enterprise Program and Disadvantaged Business Enterprise in Airport Concessions Program Implementation Modifications](#)
- U.S. DOT DBE Interim Final Rule Guidance: [DBE IFR Guidance.9-30-2025.pdf](#)
- [DBE IFR FAQ US DOT](#)

11. Disadvantaged Business Enterprise (DBE) Program Participation Without Goals

- A. This Agreement is subject to Title 49, Code of Federal Regulations, Part 26 (49 CFR 26), entitled "Participation by Disadvantaged Business Enterprises in Caltrans Financial Assistance Programs," in the award and administration of federally assisted Agreements. The regulations in their entirety are incorporated by this reference and made part of this Agreement as if attached hereto.
- B. There is no specific contract goal for DBE participation in this Agreement.
- C. If subcontracting is allowed in this solicitation, any subcontract entered into between Contractor and Subcontractor(s) as a result of this Agreement shall contain all of the provisions of this section.

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12. Exclusion of Retention

- A. In conformance with 49 CFR 26.29(b)(1), the retention of proceeds shall not apply.
- B. In conformance with Public Contract Code Section 7200(b), in subcontracts between Contractor and a Subcontractor and in subcontracts between a Subcontractor and any Subcontractor thereunder, retention proceeds shall not be withheld, and the exceptions provided in Public Contract Code Section 7200(c), shall not apply. At the option of Contractor, Subcontractor(s) may be required to furnish payment and performance bonds issued by an admitted surety insurer.
- C. Any subcontract entered into as a result of this Agreement shall contain all the provisions of this clause.

13. Payment to Subcontractor(s)

- A. Contractor shall pay its Subcontractor(s) within seven (7) calendar days from receipt of each payment made to Contractor by the State.
- B. Contractor shall return all moneys withheld in retention from a Subcontractor within 30 days after receiving payment for work satisfactorily completed, even if other Agreement work is not completed and has not been accepted in conformance with the terms of the Agreement. This requirement shall not be construed to limit or impair any contractual, administrative, or judicial remedies otherwise available to Contractor or Subcontractor in the event of a dispute involving late payment or non-payment to Contractor or deficient subcontract performance or noncompliance by a Subcontractor.

14. Disadvantaged Business Enterprise (DBE) Assurances

- A. The recipient shall not discriminate on the basis of race, color, national origin, or sex in the award and performance of any United States Department of Transportation (USDOT) assisted Agreement or in the administration of its DBE Program or the requirements of 49 CFR, Part 26. The recipient shall take all necessary and reasonable steps under 49 CFR, Part 26 to ensure nondiscrimination in the award and administration of USDOT-assisted Agreements. The recipient's DBE Program, as required by 49 CFR Part 26 and as approved by USDOT, is incorporated by reference in this Agreement. Implementation of this program is a legal obligation and failure to carry out its terms shall be treated as a violation of this Agreement.

Upon notification by the applicable USDOT agency to the recipient of its failure to carry out its approved program, the USDOT may impose sanctions as provided for under 49 CFR Part 26. They may also, in appropriate cases, refer the matter for enforcement under 18 USC 1001 and/or the Program Fraud Civil Remedies Act of 1986 (31 USC 3801 et seq).
- B. Contractor or Subcontractor shall not discriminate on the basis of race, color, national origin, or sex in the performance of this Agreement. Contractor shall carry out applicable requirements of 49 CFR, Part 26, in the award and administration of USDOT Federally-assisted Agreements. Failure by Contractor to carry out these requirements is a material breach of this Agreement, which may result in the termination of the Agreement or such other remedy as the recipient deems appropriate, which may include, but is not limited to:
 - 1) Withholding monthly progress payments
 - 2) Assessing sanctions
 - 3) Liquidated damages
 - 4) Disqualifying contractor from future bidding as non-responsible

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Each subcontract signed by the contractor must include this assurance.

15. Title VI Assurances

A. Appendix A

During the performance of this Agreement, Contractor, for itself, its assignees and successors in interest (hereinafter referred to as "Contractor") agrees as follows:

1. **Compliance with Regulations:** Contractor (hereinafter includes consultants) will comply with the Acts and the Regulations relative to Non-discrimination in Federally-assisted programs of the US Department of Transportation, Federal Highway Administration (FHWA), as they may be amended from time to time, which are herein incorporated by reference and made part of this Agreement.
2. **Non-discrimination:** Contractor, with regard to the work performed by it during the Agreement, will not discriminate on the grounds of race, color, national origin, age, sex, or disability in the selection and retention of Subcontractors, including procurements of materials and leases of equipment. Contractor will not participate directly or indirectly in the discrimination prohibited by the Acts and the Regulations, including employment practices when the Agreement covers any activity, project, or program set forth in Appendix B of 49 CFR Part 21.
3. **Solicitations for Subcontracts, Including Procurements of Materials and Equipment:** In all solicitations, either by competitive bidding or negotiation made by Contractor for work to be performed under a subcontract, including procurements of materials or leases of equipment, each potential Subcontractor or supplier will be notified by Contractor of Contractor's obligations under this Agreement and the Acts and the Regulations relative to Non-discrimination on the grounds of race, color, national origin, age, sex, or disability.
4. **Information and Reports:** Contractor will provide all information and reports required by the Acts, Regulations, and directives issued pursuant thereto and will permit access to its books, records, accounts, other sources of information, and its facilities as may be determined by Caltrans or the FHWA to be pertinent to ascertain compliance with such Acts, Regulations, and instructions. Where any information required of a Contractor is in the exclusive possession of another who fails or refuses to furnish the information, Contractor will so certify to Caltrans or the FHWA, as appropriate, and will set forth what efforts it has made to obtain the information.
5. **Sanctions for Noncompliance:** In the event of Contractor's noncompliance with the non-discrimination provisions of this Agreement, Caltrans will impose such Agreement sanctions as it or the FHWA may determine to be appropriate, including, but not limited to:
 - a) Withholding of payments to Contractor under the Agreement until Contractor complies, and/or
 - b) Cancelling, terminating, or suspending an Agreement, in whole or in part.
6. **Incorporation of Provisions:** Contractor will include the provisions of paragraphs one (1) through six (6) in every subcontract, including procurements of materials and leases of equipment, unless exempt by the Acts, the Regulations, and directives issued pursuant thereto. Contractor will take action with respect to any subcontract or procurement as Caltrans or the FHWA may direct as a means of enforcing such provisions including sanctions for noncompliance. Provided, that if Contractor becomes involved in, or threatened with litigation by a subcontractor or supplier because of such direction, Contractor may request Caltrans to enter into such litigation to protect the interests of the

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State. In addition, Contractor may request the United States to enter into the litigation to protect the interests of the United States.

B. Appendix E (Pertinent Non-Discrimination Authorities)

During the performance of this Agreement, Contractor, for itself, its assignees, and successors in interest (hereinafter referred to as "Contractor") agrees to comply with the following non-discrimination statutes and authorities, including, but not limited to:

1. Title VI of the Civil Rights Act of 1964 (42 USC Sections 2000d et seq., 78 Stat. 252), prohibits discrimination on the basis of race, color, national origin); and 49 CFR Part 21;
2. The Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970 (42 USC Section 4601) prohibits unfair treatment of persons displaced or whose property has been acquired because of Federal or Federal-aid programs and projects);
3. Federal-Aid Highway Act of 1973 (23 USC Sections 324 et seq.) prohibits discrimination on the basis of sex);
4. Section 504 of the Rehabilitation Act of 1973 (29 USC Sections 794 et seq.), as amended, prohibits discrimination on the basis of disability; and 49 CFR Part 27;
5. The Age Discrimination Act of 1975, as amended, (42 USC Sections 6101 et seq.) prohibits discrimination on the basis of age);
6. Airport and Airway Improvement Act of 1982 (49 USC Sections 471 and 47123), as amended, prohibits discrimination based on race, creed, color, national origin, or sex;
7. The Civil Rights Restoration Act of 1987 (PL 100-209) broadened the scope, coverage, and applicability of Title VI of the Civil Right Act of 1964, The Age Discrimination Act of 1975, and Section 504 of the Rehabilitation Act of 1973, by expanding the definition of the terms "programs or activities" to include all of the programs or activities of the Federal-aid recipients, sub-recipients and contractors, whether such programs or activities are Federally funded or not;
8. Titles II and III of the Americans with Disabilities Act, which prohibit discrimination of the basis of disability in the operation of public entities, public and private transportation systems, places of public accommodation, and certain testing entities (42 USC Section 12131-12189) as implemented by Department of Transportation regulations 49 CFR Parts 37 and 38;
9. The Federal Aviation Administration's Non-discrimination statute (49 USC Section 47123) prohibits discrimination on the basis of race, color, national origin, and sex;
10. Executive Order 12898, Federal Actions to Address Environmental Justice in Minority Populations and Low-income Populations, which requires each Federal agency to conduct its programs, policies, and activities that substantially affect human health or the environment in a manner that ensures that such programs, policies, and activities do not have the effect of excluding persons (including populations) from participation in, denying persons (including populations) the benefits of, or subjecting persons (including populations) to discrimination under, such programs, policies, and activities, because of their race, color, or national origin, and requires each Federal agency to make achieving environmental justice part of its mission by identifying and addressing, as appropriate, disproportionately high and adverse human health or environmental effects of its programs, policies, and activities on minority and low-income populations;
11. Executive Order 13166, Improving Access to Services for Persons with Limited English Proficiency (LEP), and resulting agency guidance, national origin discrimination includes

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discrimination because of LEP. To ensure compliance with Title VI, you must take reasonable steps to ensure that LEP persons have meaningful access to your programs (70 CFR Sections 74087 to 74100);

12. Title IX of the Education Amendments of 1972 (20 USC 1681 et seq.), as amended, which prohibits you from discriminating because of sex in education programs or activities.

16. Federal Lobbying Activities Certification

- A. Contractor certifies, to the best of his or her knowledge and belief, that:

No State or Federal appropriated funds have been paid or will be paid, by or on behalf of Contractor, to any person for influencing or attempting to influence an officer or employee of any State or Federal agency, a Member of the State Legislature or United States Congress, an officer or employee of the Legislature or Congress, or any employee of a Member of the Legislature or Congress in connection with the awarding of any State or Federal Agreement, the making of any State or Federal grant, the making of any State or Federal loan, the entering into of any Cooperative Agreement, and the extension, continuation, renewal, amendment, or modification of any State or Federal Agreement, Grant, loan, or cooperative agreement.

- B. If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any Federal agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal Agreement, grant, loan, or cooperative agreement, Contractor shall complete and submit Standard Form-LLL, "Disclosure of Lobbying Activities", in accordance with its instructions.
- C. This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by Section 1352, Title 31, USC. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.
- D. Contractor also agrees by signing this document that they shall require that the language of this certification be included in all lower tier subcontracts, which exceed \$100,000, and that all such Subcontractors shall certify and disclose accordingly.

17. Retention of Records/Audits

- A. For the purpose of determining compliance with Government Code Section 8546.7, Contractor and Subcontractors shall maintain all books, documents, papers, accounting records, and other evidence pertaining to the performance of the Agreement, including, but not limited to, the costs of administering the Agreement. All parties shall make such materials available at their respective offices at all reasonable times during the Agreement period and for three (3) years from the date of final payment under the Agreement. The State, the State Auditor, Federal Highway Administration (FHWA), or any duly authorized representative of the Federal government having jurisdiction under Federal laws or regulations (including the basis of Federal funding in whole or in part) shall have access to any books, records, and documents of Contractor that are pertinent to the Agreement for audits, examinations, excerpts, and transactions, and copies thereof shall be furnished if requested.
- B. Any subcontract entered into as a result of this Agreement shall contain all the provisions of this clause.

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18. Rebates, Kickbacks, and Other Unlawful Consideration

Contractor warrants that this Agreement was not obtained or secured through rebates, kickbacks, or other unlawful consideration either promised or paid to any State agency employee. For breach or violation of this warranty, the State shall have the right, in its discretion, to terminate the Agreement without liability, to pay only for the value of work performed, or to deduct from the Agreement price or otherwise recover the full amount of each rebate, kickback or other unlawful consideration.

19. Consultant Contractor's Rights and Obligations

Contractor is advised that the provisions of Public Contract Code Sections 10335 through 10381 pertaining to the duties, obligations, and rights of a consultant service Contractor are applicable to this Agreement.

20. Audit Review Procedures

- A. Any dispute concerning a question of fact arising under an interim or post audit of this Agreement that is not disposed of by Agreement shall be reviewed by the Chairperson of the Audit Review Committee (ARC). The ARC will consist of the Deputy Director, Audits and Investigations (Chairperson); Deputy Director of the functional Program area; the Chief Counsel, Legal Division, or their designated alternates; and if Caltrans chooses, two representatives of Caltrans' choosing, from private industry. The two representatives from private industry will be advisory in nature only and will not have voting rights. Additional members or their alternates may serve on the ARC.
- B. Not later than 30 days after issuance of the final audit report, Contractor may request a review by the ARC of unresolved audit issues. The request for review will be submitted in writing to the Chairperson of the ARC. The request must contain detailed information of the factors involved in the dispute, as well as justifications for reversal. A meeting by the ARC will be scheduled if the Chairperson concurs that further review is warranted. After the meeting, the ARC will make recommendations to the appropriate Chief Deputy Director. The Chief Deputy Director will make the final decision for Caltrans. The final decision will be made within three (3) months of receipt of the notification of dispute.
- C. Neither the pendency of a dispute nor its consideration by Caltrans will excuse Contractor from full and timely performance, in accordance with the terms of this Agreement.

21. Debarment and Suspension Certification

- A. Contractor's signature affixed herein shall constitute a certification under penalty of perjury under the laws of the State of California, that Contractor or any person associated therewith in the capacity of owner, partner, director, officer, or manager:
 - 1) Is not currently under suspension, debarment, voluntary exclusion, or determination of ineligibility by any federal agency;
 - 2) Has not been suspended, debarred, voluntarily excluded, or determined ineligible by any Federal agency within the past three (3) years;
 - 3) Does not have a proposed debarment pending; and
 - 4) Has not been indicted, convicted, or had a civil judgment rendered against it by a court of competent jurisdiction in any matter involving fraud or official misconduct within the past three (3) years.
- B. Any exceptions to this certification must be disclosed to Caltrans. Exceptions will not necessarily result in denial of recommendation for award but will be considered in determining bidder

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responsibility. Disclosures must indicate the party to whom the exceptions apply the initiating agency, and the dates of agency action.

22. Assumption of Risk and Indemnification Regarding Exposure to Environmental Health Hazards

In addition to, and not a limitation of, Contractor's indemnification obligations contained elsewhere in this Agreement, Contractor hereby assumes all risks of the consequences of exposure of Contractor's employees, agents, Subcontractors, Subcontractors' employees, and any other person, firm, or corporation furnishing or supplying work services, materials, or supplies in connection with the performance of this Agreement, to any and all environmental health hazards, local and otherwise, in connection with the performance of this Agreement. Such hazards include, but are not limited to, bodily injury and/or death resulting in whole or in part from exposure to infectious agents and/or pathogens of any type, kind, or origin. Contractor also agrees to take all appropriate safety precautions to prevent any such exposure to Contractor's employees, agents, Subcontractors, Subcontractors' employees, and any other person, firm or corporation furnishing or supplying work services, materials, or supplies in connection with the performance of this Agreement. Contractor also agrees to indemnify and hold harmless Caltrans, the State of California, and each and all of their officers, agents and employees, from any and all claims and/or losses accruing or resulting from such exposure. Except as provided by law, Contractor also agrees that the provisions of this paragraph shall apply regardless of the existence or degree of negligence or fault on the part of Caltrans, the State of California, and/or any of their officers, agents and/or employees.

23. ADA Compliance

All entities that provide electronic or information technology or related services that will be posted online by Caltrans must be in compliance with Government Code Sections 7405 and 11135 and the Web Content Accessibility Guidelines (WCAG) 2.0 or subsequent version, published by the Web Accessibility Initiative of the World Wide Web Consortium at a minimum Level AA success. All entities will respond to and resolve any complaints/deficiencies regarding accessibility brought to their attention.

24. Force Majeure

Neither party shall be liable to the other for any delay in, or failure of, performance, nor shall any such delay in, or failure of, performance constitute default, if such delay or failure is (directly or indirectly) caused by "Force Majeure" without the fault, intentional act, or negligence of Contractor. As used in this section, "Force Majeure" shall include, but shall not be limited to, acts of God, fire, flood, earthquake, other natural disaster, nuclear accident, strike, lockout, riot, freight embargo, interruption in service by a regulated utility, or governmental statutes or regulations superimposed after the fact.

25. Electronic Signatures

Each party agrees that the electronic signatures, whether digital or encrypted, of the parties included in this Agreement are intended to authenticate this writing and to have the same force and effect as manual signatures for this Agreement. Documents that are referenced by this Agreement may still require manual signatures.

26. Executive Order N-6-22 – Russia Sanctions

On March 4, 2022, Governor Gavin Newsom issued Executive Order [N-6-22](#) (the EO) regarding Economic Sanctions against Russia and Russian entities and individuals. "Economic Sanctions" refers to sanctions imposed by the U.S. government in response to Russia's actions in Ukraine, as well as any sanctions imposed under state law unless the contract has been Federalized (i.e. there

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is federal participation in any phase). The EO directs state agencies to terminate contracts with, and to refrain from entering any new contracts with, individuals or entities that are determined to be a target of Economic Sanctions. Accordingly, should the State determine Contractor is a target of Economic Sanctions or is conducting prohibited transactions with sanctioned individuals or entities, that shall be grounds for termination of this agreement. The State shall provide Contractor advance written notice of such termination, allowing Contractor at least 30 calendar days to provide a written response. Termination shall be at the sole discretion of the State.

27. Laws to be Observed

Contractor shall keep fully informed of all existing and future laws, including: State and Federal, county and municipal ordinances and regulations including but not limited to Senate Bill 1383 of 2016 Title 14, CCR, General Provisions section 18981.2, Public Resources Code sections 42652 et. seq., and of all such orders and decrees of bodies or tribunals having any jurisdiction or authority over the same, which in any manner affect those engaged or employed in the work, the materials used in the work, or which in any way affect the conduct of the work. Contractor shall at all times observe and comply with and shall cause all agents and employees to observe and comply with, all such existing and future laws, ordinances, regulations, orders, and decrees of bodies or tribunals having any jurisdiction or authority over the Agreement. Contractor shall protect and indemnify the State of California and all officers and employees thereof connected with the work against any claim, injury, or liability arising from or based on the violation of any such law, ordinance, regulation, order, or decree, whether by Contractor, its Subcontractor(s), or an employee(s). If any discrepancy or inconsistency is discovered in the plans, drawings, specification, or Agreement for the work in relation to any such law, ordinance, regulation, order, or decree, Contractor shall immediately report the same to Caltrans Contract Manager in writing.

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Additional Provisions

1. General Provisions Required in all Insurance Policies

- A. Deductible: Contractor is responsible for any deductible or self-insured retention contained within the insurance program.
- B. Coverage Term: Coverage must be in force for the complete term of this Agreement. If insurance expires during the term of this Agreement, a new certificate must be received by Caltrans Contract Manager at least 10 days prior to the expiration of the insurance. Any new insurance must continue to comply with the original terms of this Agreement **74A1775**.
- C. Policy Cancellation or Termination and Notice of Non-Renewal: Contractor shall provide, to the Caltrans Contract Manager within five (5) business days, following receipt by Contractor, a copy of any cancellation or non-renewal of insurance required by this Agreement. In the event Contractor fails to keep, in effect at all times, the specified insurance coverage, the State may, in addition to any other remedies it may have, terminate this Agreement upon the occurrence of such event, subject to the provisions of this Agreement.
- D. Primary Clause: Any required insurance contained in this Agreement shall be primary, and not excess or contributory, to any other insurance carried by the State.
- E. Inadequate Insurance: Inadequate or lack of insurance does not negate Contractor's obligations under this Agreement.
- F. Endorsements: Any required endorsements requested by the State must be physically attached to all requested certificates of insurance and not substituted by referring to such coverage on the certificate of insurance.
- G. Insurance Carrier Required Rating: All insurance companies must carry a rating acceptable to the Department of General Services, Office of Risk and Insurance Management (ORIM). If Contractor is self-insured for a portion or all of its insurance, review of financial information including a letter of credit may be required. Department of General Services, ORIM Website:
<https://www.dgs.ca.gov/ORIM>.
- H. Contractor shall include all of its subcontractors as insureds under Contractor's insurance or supply evidence of insurance to the State equal to the policies, coverage's and limits required of Contractor.
- I. The State will not be responsible for any premiums or assessments on the policy.

2. Insurance Requirements

- A. Commercial General Liability
 - 1) Contractor shall maintain general liability on an occurrence form with limits not less than **\$1,000,000** per occurrence and **\$2,000,000** aggregate for bodily injury and property damage liability. The policy shall include coverage for liabilities arising out of premises, operations, independent contractors, products, completed operations, personal and advertising injury, and liability assumed under an insured Agreement. This insurance shall apply separately to each insured against whom claim is made or suit is brought subject to Contractor's limit of liability. The policy must include:

Caltrans, State of California, its officers, agents, employees and servants are included as additional insured but only with respect to work performed under this Agreement.
 - 2) This endorsement must be supplied under form acceptable to the DGS, Office of Risk and Insurance Management.

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B. Automobile Liability

Contractor shall maintain motor vehicle liability with limits not less than **\$1,000,000** combined single limit per accident. Such insurance shall cover liability arising out of a motor vehicle, including owned, hired, and non-owned motor vehicles. The same additional insured designation and endorsement required for general liability is to be provided for this coverage.

C. Workers' Compensation and Employer's Liability

Contractor shall maintain statutory workers' compensation and employer's liability coverage for all its employees who will be engaged in the performance of the Agreement. Employer's liability limits of **\$1,000,000** are required. When work is performed on State owned or controlled property the workers' compensation policy shall contain a waiver of subrogation in favor of the State. The waiver of subrogation endorsement shall be provided to Caltrans' Contract Manager.

3. Ownership of Proprietary Property

For the purposes of this section (**Ownership of Proprietary Property**) of **Exhibit E** of Contract (**74A1775**) (herein after referred to as "this Agreement") the following definitions shall apply:

Work: As delineated in **Exhibit A** of the Agreement.

Work Product: As defined as deliverable in **Exhibit A** of the Agreement, including, but not limited to, all Work and deliverables conceived or made, or made hereafter conceived or made, either solely or jointly with others during the term of this Agreement and during a period of six (6) months after the termination thereof, which relates to the Work commissioned or performed under this Agreement. "Work Product" includes all deliverables, inventions, innovations, improvements, or other works of authorship Contractor may conceive of or develop in the course of this Agreement, whether or not they are eligible for patent, copyright, trademark, trade secret, or other legal protection.

Inventions: Any idea, methodologies, design, concept, technique, invention, discovery, improvement or development regardless of patentability made solely by Contractor or jointly with Contractor's Subcontractor and/or Contractor's Subcontractor's employee(s) with one or more employees of Caltrans, during the term of this Agreement and in performance of any Work under this Agreement, provided that either the conception or reduction to practice thereof occurs during the term of this Agreement and in performance of Work issued under this Agreement.

A) Ownership of Work Product and Rights

1. **Ownership of Work Product and Copyright Rights:** Except in regard to Pre-existing Works, all Work Product derived by the Work performed by Contractor, its employees, and/or by any of Contractor's Subcontractor's employees under this Agreement, shall be owned by Caltrans and shall be considered to be works made for hire by Contractor, its employees, and/or Contractor's Subcontractor's employees for Caltrans. Caltrans shall own all United States and international copyrights in the Work Product.

As such, all Work Product shall contain, in a conspicuous place, a copyright designation consisting of a "c" in a circle followed by the four-digit year in which the Work Product was produced, followed by the words "California Department of Transportation. All Rights Reserved." For example, a Work Product created in the year 2012 would contain the copyright designation © 2012 California Department of Transportation. All Rights Reserved.

2. **Vesting of Copyright Rights:** Contractor, its employees, Contractor's Subcontractor, and Contractor's Subcontractor's employees, agree to perpetually assign, and upon creation of each Work Product automatically assign, to Caltrans, its successors, and assigns, ownership of all United States and international copyrights in each and every Work Product, both Work Product

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considered, by operation of law, to be works made for hire for Caltrans and Work Product which, by operation of law, may not be considered works made for hire by Contractor, its employees, Contractor's Subcontractor, and/or Contractor's Subcontractor's employees for Caltrans. From time to time upon Caltrans's request, Contractor, its employees, Contractor's Subcontractor, and/or Contractor's Subcontractor's employees, shall confirm such assignments by execution and delivery of such assignments, confirmations of assignment, or other written instruments as Caltrans may request. Caltrans, its successors and assigns, shall have the right to obtain and hold in its or their own name(s) all copyright registrations and other evidence of rights that may be available for Work Product. Contractor hereby agrees to waive all moral rights relating to identification of authorship restriction or limitation on use, or subsequent modifications of the Work.

B) Inventions

1. **Vesting of Patent Rights:** Contractor, its employees, Contractor's Subcontractor, and Contractor's Subcontractor's employees hereby agree to assign to Caltrans, its successors, and assigns, all Inventions, together with the right to seek protection by obtaining patent rights therefore and to claim all rights or priority there under, and the same shall become and remain Caltrans's property regardless of whether such protection is sought. Contractor, its employees, Contractor's Subcontractor, and Contractor's Subcontractor's employees shall promptly make a complete written disclosure to Caltrans of each Invention not otherwise clearly disclosed to Caltrans in the pertinent Work Product, specifically pointing out features or concepts that Contractor, its employees, Contractor's Subcontractor, and/or Contractor's Subcontractor's employees believe to be new or different. Contractor, its employees, Contractor's Subcontractor, and Contractor's Subcontractor's employees shall, upon Caltrans's request and at Caltrans's expense, cause patent applications to be filed thereon, through attorneys designated by Caltrans, and shall sign all such applications over to Caltrans, its successors, and assigns. Contractor, its employees, Contractor's Subcontractor, and Contractor's Subcontractor's employees shall give Caltrans and its attorneys all reasonable assistance in connection with the preparation and prosecution of any such patent applications and shall cause to be executed all such assignments or other instruments or documents as Caltrans may consider necessary or appropriate to carry out the intent of this Agreement.
2. **Agency:** In the event that Caltrans is unable for any reason whatsoever to secure Contractor's, its employees', Contractor's Subcontractor's, and/or Contractor's Subcontractor's employees' signature(s) to any lawful or necessary document required or desirable to apply for or prosecute any United States application (including renewals or divisions thereof), Contractor, its employees, Contractor's Subcontractor, and Contractor's Subcontractor's employees hereby irrevocably designate and appoint Caltrans and its duly authorized officers and agents, as its/their agent and attorney-in-fact, to act for and on Contractor, its employees, Contractor's Subcontractor, and Contractor's Subcontractor's employees' behalf and stead, to execute and file such applications and to do all other lawfully permitted acts to further the prosecution and issuance of any copyrights, trademarks, and/or patents thereon with the same legal force and effect as if executed by Contractor, its employees, Contractor's Subcontractor, and/or Contractor's Subcontractor's employees. Caltrans shall have no obligations to file any copyright, trademark or patent applications.
3. **Avoidance of Infringement:** In performing services under this Agreement, Contractor, its employees, Contractor's Subcontractor, and Contractor's Subcontractor's employees agree to avoid designing or developing any items that infringe one or more patents or other intellectual property rights of any third party. If Contractor, its employees, Contractor's Subcontractor, and/or Contractor's Subcontractor's employees become aware of any such possible infringement in the

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course of performing any Work under this Agreement, Contractor, its employees, Contractor's Subcontractor, and Contractor's Subcontractor's employees shall immediately notify Caltrans' Contract Manager of same in writing.

4. **Pre-Existing Works and License:** Contractor acknowledges that all Work Product shall be the sole and exclusive property of Caltrans, except that any pre-existing works created by Contractor and third parties outside of the Agreement but utilized in connection with the Agreement (the "Pre-existing Works") shall continue to be owned by Contractor or such parties. Contractor agrees to notify Caltrans Contract Manager in writing of any Pre-existing Works used in connection with any Work Product produced under this Agreement and hereby grants to Caltrans a non-exclusive, perpetual, royalty-free license to utilize the Pre-existing Works in connection with the Work Product.

C) Additional Provisions

Subcontractors: Contractor shall affirmatively bind by contract any of its Subcontractors or service vendors (hereinafter "Contractor's Subcontractor") providing services under this Agreement to conform to the provisions of this **Exhibit E**. Contractor's Subcontractor shall then provide the signed contract to Contractor, who shall provide it to Caltrans Contract Manager prior to the commencement of any work. In performing services under this Agreement, Contractor's Subcontractor agrees to avoid designing or developing any items that infringe one or more patents or other intellectual property rights of any third party. If Contractor's Subcontractor becomes aware of any such possible infringement in the course of performing any Work under this Agreement, Contractor's Subcontractor shall immediately notify Contractor of same in writing, and Contractor shall then immediately notify Caltrans's Contract Manager of same in writing.

D) Ownership of Data:

1. Upon completion of all work under this Agreement, all intellectual property rights, ownership and title to all reports, documents, plans, specifications, and estimates, produced as part of this Agreement will automatically be vested in Caltrans and no further agreement will be necessary to transfer ownership to Caltrans. The Consultant shall furnish Caltrans all necessary copies of data needed to complete the review and approval process.
2. It is understood and agreed that all calculations, drawings, and specifications, whether in hard copy of machine-readable form, are intended for one-time use in the construction of the project for which this Agreement has been entered into.
3. The Consultant is not liable for claims, liabilities or losses arising out of, or connected with, the modification or misuse by Caltrans of the machine readable information and data provided by the Consultant under this Agreement; further, the Consultant is not liable for claims, liabilities or losses arising out of, or connected with, any use by Caltrans of the project documentation on other projects, for additions to this project, or for the completion of this project by others, excepting only such use as may be authorized, in writing, by the Consultant.
4. Any sub-agreement or subcontract in excess of \$25,000.00 entered into as a result of this Agreement, shall contain all of the provisions of this clause.

4. Prohibition of Delinquent Taxpayers

Public Contract Code Section 10295.4 prohibits the State from entering into an Agreement for goods or services with any taxpayer, whose name appears on either list maintained by the California Department of Tax and Fee Administration or the Franchise Tax Board pursuant to Revenue and Taxation Code Sections 7063 and 19195, respectively, of the 500 largest tax delinquencies. Public Contract Code Section 10295.4 provides no exceptions to these prohibitions.

Attachment 3

Estimated Overall Project Timeline

[illegible]