

California Department of Transportation

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December 2, 2025

Request for Proposal
Notice to Prospective Proposers
RFP Number 74A1662

You are invited to review and respond to this **Request for Proposal (RFP) Number 74A1662**, titled **Tribal Territory Feasibility 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:

Erik Groen
Department of Transportation
Email address: erik.groen@dot.ca.gov
Phone: 279-234-2400

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,

ERIK GROEN
Contract Analyst

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A) Purpose and Description of Services

Caltrans District 2 proposes to hire an experienced Contractor to develop the Humboldt-Siskiyou Tribal Territory Climate Adaptation Technical Feasibility Study (Study). The primary goals of the Study are to: 1) Provide a climate vulnerability-informed technical feasibility study, focusing on geologic and hydraulics assessments, that considers nature-based climate adaptation solutions, 2) Develop a prioritized set of candidate projects for seeking project funding, and 3) Develop a Strategic Investment Strategy (SIS) for the highest priority projects.

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

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 full-time, paid, professional experience.

- The Project Manager assigned to this project shall have a minimum of one (1) year of experience in leading climate adaptation and resilience planning efforts. This experience shall be full-time, paid, and professional experience, where said experience was gained while serving in a leadership or primary role on the project.
- Minimum of two (2) years of experience in analyzing the vulnerability and risk of climate hazards, such as landslides, debris flows, rockfall, or flooding, along the state highway system using localized climate projections.
- Minimum of one (1) year of experience in hydraulics modeling (such as calculations to identify potential peak flows and evaluation of associated flood elevations against asset capacity).
- Minimum of one (1) year of experience in geotechnical analysis of landslides that results in evaluating and developing climate adaptation strategies that can withstand future climate change impacts.
- At least one (1) team member shall have at least one (1) year of experience developing climate adaptation feasibility studies that includes analyzing climate hazards, such as landslides, debris flows, rockfall, or flooding, and proposes geotechnical or hydrologic design alternatives that permanently addresses these climate hazards and improves resilience to projected long-term climate change impacts.
- Minimum of one (1) year of experience evaluating and providing climate adaptation design solutions to address climate hazards that are nature-based, that both mitigate climate adaptation hazards and enhance the resilience of the surrounding environment.
- Minimum of six months experience engaging indigenous tribal communities in infrastructure projects.
- Minimum of one (1) year of experience analyzing climate hazards along state highway transportation systems, preferably in mountainous areas of California, including slope instability and drainage issues (scarp, scour of assets, compression cracks, landslides, seepage, slumping, debris plugs, etc.) and post-wildfire debris flows.
- Minimum of four (4) years of experience in using Environmental Systems Research Institute (ESRI) suite of software or equivalent to develop geodatabases, create map projects, create web-based platforms for engagement and gathering stakeholder input, and creating maps for visual communication of technical, place-based information.

- Minimum of one (1) year of experience evaluating Zero Emissions Vehicle infrastructure site suitability.
- Minimum of four (4) years of experience conducting literature review of existing plans and documents summarizing findings.
- Minimum of three (3) years of experience conducting public agency and tribal stakeholder engagement activities.

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	12/2/2025	
Pre-Proposal Teleconference	12/18/2025	10:30 AM
Written Question Submittal	1/8/2026	
Final Date for Proposal Submission	1/27/2026	2:00 PM
Oral Interviews (estimate)	Week of 2/23/2026	
Posting of Notice of Intent to Award (estimate)	Week of 3/2/2026	
Proposed Agreement Award Date (estimate)	Week of 3/9/2026	

2. Optional Pre-Proposal Conference

A. An optional pre-proposal telephone conference will be held at **10:30 AM on December 18, 2025**, for the purpose of discussing this RFP.

Teleconference Dial-In Number: (408) 418-9388

Participant Code: 2480 372 6575

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 **January 8, 2026**. Proposers are encouraged to submit their written questions via e-mail to erik.groen@dot.ca.gov.

B. Written questions must include the individual's name, Firm Name, complete address, and must reference **RFP No. 74A1662**. Questions must be sent to one of the following:

Email: erik.groen@dot.ca.gov

Or mail to:

California Department of Transportation (Caltrans)
Division of Procurement and Contracts

Attention: Erik Groen
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 C.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) 13, Submission of Proposal**, for submittal details.

- 1) **Section 1. Introduction and Minimum Qualifications:** Proposer shall:
 - a. Introduce its 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. Project Management:** Proposer shall:
 - a. Designate, by name, the Project Manager to be employed. Project Manager shall be responsible for implementing the Scope of Work, overseeing the activities of the project team, and shall be the single point of contact for this contract. The Project Manager must be available to Caltrans as needed to effectively manage this contract. The selected Contractor shall not cause the substitution of the Project Manager without prior written approval of Caltrans.
 - b. Explain how the various tasks will be managed and coordinated, and how the project manager's technical expertise will support the effective management and coordination of all the activities described in the Scope of Work.
 - c. Provide an organizational flow chart showing the hierarchy of the proposer's team personnel that will be utilized during the term of the Agreement. The chart must show the relationship between the Project Manager and personnel of the proposer's organization and other parties (including subcontractors) to the proposal.
- 3) **Section 3. Personnel:** This Section of the Technical Proposal shall identify the proposed team and key personnel. Key personnel shall have experience with, and in-depth knowledge of, techniques and procedures necessary to accomplish the various tasks listed in **Attachment 9** (Proposed Form of Agreement), **Exhibit A, Scope of Work**.
 - a. Identify all key personnel of the prime contractor who will be working under the Agreement and provide brief (two (2) pages maximum) resumes. 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.
 - b. Introduce the proposed subcontractor organizations, if any, and provide qualifications, roles, and responsibilities for the company/organization as a whole. Provide brief (two pages maximum) resumes for each of the subcontractors' key personnel listed to provide services under the Agreement. 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. (The cost of the subcontracted work is to be itemized in the Cost Proposal as described below in Cost Proposal Requirements.)

- c. Proposer shall provide a table in the format provided on **Attachment 2A** indicating how many hours each key personnel will be assigned for the Agreements and what task(s) each key personnel will perform. 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.**
- d. The selected contractor shall not substitute the listed key personnel or subcontractors without prior written approval by the Caltrans Contract Manager.

4) **Section 4. Qualifications and Experience:** Proposer shall:

- a. Document the project team's qualifications as they apply to performing the tasks described in the Scope of Work. Describe recently completed work as it relates to this scope of work.
- b. Provide a table or matrix of relevant, previous contracts or projects cross-referenced with the requested services. Indicate the number of years of experience in each area and project team's qualifications as they apply to the relevant tasks outlined in the Scope of Work, including:
 - i. Conducting literature review and synthesis of existing climate vulnerability, climate adaptation and resilience, or hazard mitigation plans and documents.
 - ii. Interpreting current climate change projections (e.g., precipitation patterns, wildfire risk, geotechnical hazards) and applying data to climate vulnerability and risk assessments.
 - iii. Analyzing location-specific climate hazards, including landslides, debris flows, rockfall, and flooding, along the state highway system. Developing conceptual climate adaptation design solutions or treatment pathways for non-coastal climate-related hazards, including landslides, debris flows, rockfall, and flooding.
 - iv. Developing climate adaptation solutions for transportation resilience.
 - v. Evaluating nature-based climate adaptation solutions to mitigate climate change-related hazards, including landslides and floods.
 - vi. Utilizing ESRI ArcGIS Pro and ESRI Experience Builder for data collection, visual interpretation, engagement, and analysis to support climate resiliency planning.
 - vii. Developing conceptual transportation-related infrastructure projects, including scope, schedule and budget.
 - viii. Developing strategic funding plans for implementing a portfolio of capital projects with a combined budget over \$50 million.
 - ix. Conducting agency and community engagement around infrastructure planning and projects.
 - x. Engaging indigenous tribal communities in climate adaptation and resilience planning, especially as it relates to integrating traditional ecological knowledge into the selection of nature-based solutions.
- c. Provide a minimum of two (2) and maximum of four (4) project summaries (total not-

to-exceed five pages) of relevant work experience identified under Task One (1) through Task Five (5) in the Scope of Work (**Attachment 9, Exhibit A, Scope of Work**).

- 5) **Section 5. Work Plan and Work Schedule:** Proposer shall provide a work plan and schedule for task completion. Identify each major task, necessary subtasks, and/or specific milestones by which progress can be measured and payments made. Provide a detailed description of the techniques, approaches, and methods to be used in performing the services (tasks and sub-tasks) listed in **Attachment 9 (Proposed Form of Agreement), Exhibit A, Scope of Work**. The work plan or schedule shall specify the estimated hours to accomplish each task.
- 6) **Section 6. Facilities and Resources:** This Section shall:
 - a. Identify the location of the prime contractor and subcontractor's headquarters and satellite office(s) and proposed methods of minimizing costs to Caltrans.
 - b. Describe the relevant facilities, infrastructure, and resources available to the team.
 - c. Describe organizational flexibility in resource allocation to deal with potential unforeseen issues and circumstances, in the interest of completing the project on time.
 - d. Describe the organizational strategy and tools to facilitate, promote, and maintain effective team work internally, and with clients.
- 7) **Section 7. References:** Proposer shall provide a minimum of two (2) references and a maximum of three (3) references. The references must be clients for whom the proposer has performed similar or related work in the past, preferably within the last five (5) years. 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: 74A1662

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 subcontractors 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 \$1,000,000 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 4 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

Cost Proposal
Date
Agreement No. 74A1662
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 <http://cefs2.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. Iran Contracting Act

- A. Pursuant to the Iran Contracting Act of 2010 (Pub. Cont. Code Sections 2200 et seq., hereinafter “the Act”), persons identified on the list established under Public Contract Code Section 2202.5 (hereinafter, “List”) are ineligible to bid on, submit a proposal for, enter into, or renew any contract with the State for goods or services of one million dollars or more.
- B. The winning proposer must complete and submit to Caltrans as part of the Agreement award process, the **Iran Contracting Act Certification**, certifying that it is not on the most current List unless the person is exempted from the certification requirement by Public Contract Code Section 2203(c) or (d). If claiming an exemption, the person shall provide written evidence that supports an exemption under Public Contract Code Section 2203(c) or (d) with its bid or proposal. The Iran Contracting Act Certification (DOT ADM-0078) can be previewed at <http://cefs2.dot.ca.gov/v2Forms/servlet/FormRenderer?frmId=DOTADM0078>.
- C. Any person, for a contract that is exempt from bidding or is renewed, or for whom a contract is otherwise awarded by the State, must complete and submit to Caltrans the Iran Contracting Act Certification, certifying that it is not on the most current List, before the contract has been executed by the parties, unless the person is exempted from the certification requirement by Public Contract Code Section 2205(c) or (d). If claiming an exemption, the person shall provide written evidence that supports an exemption under Public Contract Code Section 2203(c) or (d), before execution of the contract.

9. 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.

10. 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 its 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.

11. 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.

12. 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.

13. 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., January 27, 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 74A1662
RFP Title Tribal Territory Feasibility
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 deliver package to the following location:

Mailed or *Deliver To:

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

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

RFP Number 74A1662
RFP Title Tribal Territory Feasibility 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. 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.

- J. 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.
- K. 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.
- L. 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.
- M. 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.
- N. 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>.
- O. Caltrans reserves the right to reject all proposals for reasonable cause.
- P. 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.
- Q. 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.
- R. 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.

14. 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).

15. 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.

16. 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: OLSPtests@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.

17. 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.

18. 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.

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	\$
* 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	\$_____
Total Not-to-Exceed Costs for Task 1.1	\$_____
Total Not-to-Exceed Costs for Task 1.2	\$_____
Total Not-to-Exceed Costs for Task 1.3	\$_____
Total Not-to-Exceed Costs for Task 1.4	\$_____
Total Not-to-Exceed Costs for Task 1.5	\$_____

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.

Attachment 1

Attach additional Cost Proposal Worksheets in this format for Prime Contractor's costs for each additional Task (i.e. Tasks 2 through 5).

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

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.

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 1 (Firm Name) Total Cost for Task 1	\$_____
Total Not-to-Exceed Costs for Task 1.1	\$_____
Total Not-to-Exceed Costs for Task 1.2	\$_____
Total Not-to-Exceed Costs for Task 1.3	\$_____
Total Not-to-Exceed Costs for Task 1.4	\$_____
Total Not-to-Exceed Costs for Task 1.5	\$_____

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.

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

Attach additional Cost Proposal Worksheets in this format, as applicable, for each subcontractor's costs for each additional Task (i.e. Tasks 2 through 5).

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.

Attachment 2A

Key Personnel Hours Table must be submitted with Technical Proposal (Refer to RFP, **Section C3, Technical Proposal Requirements, item A3, 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. Public Contract Code (PCC) 10371: 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

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. <input type="checkbox"/> Sole Proprietorship	5. <input type="checkbox"/> Partnership	6. <input type="checkbox"/> 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)

_____	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 6
Criteria for Evaluation of Technical Proposal

Technical Evaluation: (Contractor Name)	Weight	Consensus Rating (0-4)	Weighted Score	Comments
Section 1. Introduction and Minimum Qualifications (28)				
A. Clearly and effectively introduces team, summarizes highlights of proposal and shows a clear understanding of required services.	3			
B. Clearly and effectively describes how Proposer's team meets or exceeds the Minimum Qualifications.	4			
Section 2. Project Management (36)				
A. Provides a clear explanation of how Project Manager's technical experience will support effective management and coordination of all activities described in the Scope of Work.	4			
B. Effectively explains how various tasks will be managed and coordinated, and how the Project Manager's technical expertise will support the effort.	3			
C. Organization Chart clearly illustrates hierarchy of proposer's team, articulating relationship between Project Manager, Proposer's organization's personnel and any subcontractor personnel, as applicable	2			
Section 3. Personnel (20)				

Attachment 6

A. Personnel experience is clearly described in relation to the knowledge, techniques, and procedures necessary to accomplish the tasks under the Scope of Work	2			
B. Hours and/or task allocation assigned to Key Personnel in the Key Personnel Table are reasonable	2			
C. Clearly describes an effective organizational strategy to retain qualified key personnel	1			
Section 4. Qualifications and Experience (40)				
A. Provides description of recently completed work that clearly connects project teams' qualifications to skills and experience necessary to complete the tasks described in the Scope of Work	3			
B. Work Samples provided reflect work experience relevant to the tasks under the Scope of Work (minimum 2, max 3 samples; 5-page limit total)	4			
C. Demonstrates experience with engaging indigenous tribal communities in climate adaptation and resilience planning, particularly integrating Tribal Ecological Knowledge (TEK) into nature-based solutions	3			
Section 5. Work Plan and Work Schedule (20)				
A. Work Plan/Work Schedule clearly identifies major tasks, subtasks, and/or milestones	2			

Attachment 6

B. Work Plan/Work Schedule clearly and effectively provides a detailed description of techniques, approaches, and methodology to be used to perform and complete tasks on time.	3			
Section 6. Facilities and Resources (20)				
A. Articulates how the location of the Prime's and subcontractor's offices supports cost-effectiveness and efficient project delivery.	2			
B. Effectively describes the facilities, infrastructure and resources available to the Proposer's team.	1			
C. Clearly and effectively describes flexibility and strategy for allocating resources, resolving unforeseen issues, and maintaining strong teamwork internally and with clients.	2			
Section 7. References (12)				
A. References provided clearly show similar work performed, preferably within the past five (5) years.	3			
Section 8. Overall Quality of Technical Proposal (8)				
A. Proposal is clear and concise.	1			
B. Proposal is well organized.	1			
Total Possible Points	184			

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 (58)				
1. Demonstrated expertise developing conceptual adaptation design solutions related to non-coastal climate change adaptation (landslides, rock fall, debris flows, flooding)	2			
2. Demonstrated experience developing nature-based solutions for non-coastal climate adaptation hazards	1.5			
3. Demonstrated expertise in supporting geotechnical and hydrologic analysis of climate hazards	3			
4. Used specific examples to demonstrate how proposing team's experience and expertise is applicable to the Scope of Work	2			
5. Demonstrated knowledge of, and ability to implement, geospatial geodatabase components of Scope of Work	4			
6. Demonstrated expertise among personnel	2			
II. Approach to Scope of Work (32)				
1. Demonstrated understanding of the Scope of Work and ability to successfully deliver the requested services and products in the Scope of Work	1.75			
2. Demonstrated sound rationale and justification for proposed approach	1.75			
3. Demonstrated flexibility and responsiveness to	1.5			

Attachment 6

Oral Presentation Evaluation: (Contractor Name)	Weight	Consensus Rating (0-4)	Weighted Score	Comments
potential challenges and Caltrans priorities				
4. Demonstrated Project Management skills that will ensure best use of resources and timely completion of deliverables	3			
III. Overall Quality of Oral Presentation (8)				
1. Demonstrated consistency and quality with presentation of technical proposal	2			
Total Possible Points	98			

Passing Score: ____ Points

Attachment 7

Criteria for Evaluation of Consultant Cost Proposal

Cost Proposal Evaluation:	Maximum Possible	Total Points
Cost Points Calculation	121	

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)	121 Points
Total Actual (Cost Evaluation)	
Total Possible (Technical Evaluation)	184 Points
Total Actual (Technical Evaluation)	
Total Possible (Oral Presentation)	98 Points
Total Actual (Oral Presentation)	
Grand Total Possible (Cost + Technical + Oral)	403 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.
 - Timesheets be signed by a supervisor as reviewed and retained on file as required by the contract.

Attachment 8

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

Attachment 8

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
74A1662

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

April 1, 2026 (estimate)

THROUGH END DATE

March 31, 2028 (estimate)

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	35
Exhibit B	Budget Detail and Payment Provisions	3
Exhibit C *	General Terms and Conditions (GTC 02/2025)	online
Exhibit D	Special Terms and Conditions	12
Exhibit E	Additional Provisions	5
Attachment 1	Cost Proposal (Attached upon Award)	TBD
Attachment 2	Technical Proposal (Attached upon Award)	TBD

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	PURCHASING AUTHORITY NUMBER (If Applicable)	
74A1662		

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
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PRINTED NAME OF PERSON SIGNING	TITLE Contract Officer
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CONTRACTING AGENCY AUTHORIZED SIGNATURE	DATE SIGNED
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CALIFORNIA DEPARTMENT OF GENERAL SERVICES APPROVAL	EXEMPTION (If Applicable)
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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 (DATE), **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 **Attachments 1 and 2** 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 develop a Climate Adaptation Technical Feasibility Study for the entire State Route 96 (SR 96), spanning Humboldt and Siskiyou Counties, to the California Department of Transportation (Caltrans), as described herein.
3. The services shall be performed along the approximately 100-mile stretch of SR 96, in Northern California, which includes both Caltrans Districts 1 and 2.
4. This Agreement will commence on **April 1, 2026 (estimate)**, 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 **March 31, 2028 (estimate)**. 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, Caltrans Contract Manager and an amendment to the Agreement reflecting the personnel replacement is approved by Caltrans. 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: Caltrans District 2, Planning and Local Assistance	Section/Unit:
Contract Manager: TBD	Project Manager:
Address: 1167 Riverside Drive Redding, CA 96001	Address:
Phone:	Phone:
Email: tbd@dot.ca.gov	Email:

7. Personnel Provisions

Key Staff: This Agreement contemplates the services of the key personnel identified in the Contractor's Attachments 1 and 2, the Cost Proposal and the Technical Proposal, respectively. Contractor's key staff shall include the following positions (or equivalent): Principal or Associate

Exhibit A
Consulting Services Agreement (Federal)

Principal, Geotechnical Specialist, Senior GIS Consultant or Senior GIS Analyst, Hydraulics/Drainage Specialist, Structural Specialist, Resilience Planner. Key staff shall be assigned to work on this Agreement for the entire contract duration, so long as they continue to be employed by the Contractor, unless removed from work under this Agreement with the consent of, or at the request of, Caltrans.

8. Background and Purpose of Work:

Caltrans District 2 proposes to hire an experienced Contractor to develop the Humboldt-Siskiyou Tribal Territory Climate Adaptation Technical Feasibility Study (Study). The primary goals of the Study are to: 1) Provide a climate vulnerability-informed technical feasibility study, focusing on geologic and hydraulics assessments, that considers nature-based climate adaptation solutions, 2) Develop a prioritized set of candidate projects for seeking project funding, and 3) Develop a Strategic Investment Strategy (SIS) for the highest priority projects.

A. This Study shall result in a plan that addresses and builds on the needs identified in the following important background studies:

- 1) Karuk Climate Transportation Adaptation Plan (2022).
- 2) FHWA Karuk Tribal Transportation Vulnerability Assessment Technical Memo (2022).
- 3) The District 2 Climate Adaptation Feasibility Study (currently underway).
- 4) District 2 is currently conducting a district-wide effort to research where worsening climate change factors overlap with repeated or emerging maintenance needs or major damage. This study is identifying Location-Based Climate Adaptation Needs (LBCANs) via field maintenance reports, past Director's Orders, Damage Assessment Forms, maintenance staff input on recurring issues and known problem areas that cause road closures/emergency egress issues, and geospatial analysis using climate adaptation data from the previous Vulnerability Assessment and Adaptation Priority Report statewide effort.
- 5) The effort is mainly focusing on drainage-related issues (debris flows and riverine flooding), but also identifying landslides, subsidence, rock/debris fall, wildfire, and extreme heat-related hazards.
- 6) Criteria are being applied to prioritize locations, including consideration of recurring issues, equity priority locations, impacts to "lifeline" routes, and areas where there are multiple programmatic needs that could be co-funded.
 - a. As this effort progresses, we observed several dozen locations along SR 96 with significant recurring damage resulting from climate-related events. Many of these locations require more technical assessment and identification of adaptation solutions based on geotechnical and/or hydraulics analysis and more detailed site investigation and analysis. The complexity of the analysis and potential alternative solutions requires a greater level of support, as outlined in this proposal, to get to a conceptual project level that will allow for strategic investment opportunities.
- 7) The District 2 Adaptation Prioritization and Investment Strategy (DAPIS): Another concurrent, statewide effort currently underway, the DAPIS involves each district working to leverage existing knowledge and data to identify and prioritize potential climate adaptation needs to address climate change impacts in their District. Projects are being identified through multiple methods including (but not limited to):

Exhibit A
Consulting Services Agreement (Federal)

- a. Climate Change Data: Projected climate change impacts identified through relevant climate change data including Caltrans District Vulnerability Assessments and Adaptation Priorities Reports, but also through other available State, Federal, and local climate change data.
- b. Past Impacts: Working with District Maintenance and Environmental staff to identify known problem areas and hot spots where climate impacts have occurred in the past, that have not yet been addressed.
- c. Existing Adaptation Projects: Working with district Asset Managers and Project Managers to identify existing projects in the State Highway Operation and Protection Program (SHOPP) or other funding sources which are focused on adaptation to climate change impacts, or which incorporate adaptation elements as project components.

B. The Study shall:

- 1) Collect and organize all data and subsequent LBCANs identified through the previous planning efforts summarized above, identify and evaluate additional LBCANs, and prioritize the LBCANs for further technical analysis.
- 2) Prioritize more complex and urgent hazard locations, conducting preliminary geotechnical and/or hydraulics assessments to explore potential adaptation solutions – including consideration of nature-based solutions.
- 3) Assess the feasibility of integrating corridor management solutions, including innovative considerations such as sensors on known slide locations, Intelligent Transportation Systems (ITS) information, and other mobility planning technology for certain types of climate hazard events that cause road closures to assist with more expedient re-openings.
- 4) Assess the feasibility of each solution, recommend a preferred alternative/s, and develop conceptual design work and a preliminary scope of work and budget for each alternative.
- 5) Develop a Strategic Investment Strategy that includes a cost-benefit analysis.
- 6) Prepare Project Initiation Report (PIR)-ready projects that could potentially be included in the State Highway Operation and Project Program (SHOPP) or other state and federal funding programs.

C. This Study will not include any engineering or design work, but rather will include feasibility-level, conceptual solutions, and costing. See example of conceptual-level set of alternatives and associated costing for a relevant project along SR 96:
<https://acrobat.adobe.com/id/urn:aaid:sc:US:d1d2b09f-c2b7-47b9-8fa8-1d7cb6379180>.

D. **Project Objectives**

- 1) Advance the development of critical projects that support mobility for several disadvantaged communities, including the Hoopa, Karuk, Yurok, and Tsungwe Tribes.
- 2) Improve SR 96 resilience against precipitation and related extreme weather impacts by identifying and developing conceptual projects.
- 3) Address ongoing closures and improve long term access, travel reliability, and evacuation preparedness along SR 96.
- 4) Evaluate and identify feasible corridor management solutions.

Exhibit A
Consulting Services Agreement (Federal)

- 5) Identify ZEV infrastructure installation site-specific opportunities to support State goals for electrification.
- 6) Reduce future hazards and improve the safety of the travelling public and employees working on the state route.
- 7) Strategically prioritize projects and identify multiple funding sources.
- 8) Capture all data in the Project Geodatabase (i.e. Geodatabase).
- 9) Provide web-based maps and tools to meaningfully engage staff and partners.

E. Internal Caltrans Staff – Summary of Role

- 1) Guide Contractor team in the development of scope and budget by providing examples and templates, considerations and risks.
- 2) Provide input and review on LBCANs and existing conditions assessments and confirm prioritization.
- 3) Provide input and review on geotechnical and hydraulics assessments.
- 4) Provide input and review on conceptual design and alternatives.
- 5) Provide background information and documentation and guide Contractors where to find pertinent information.
- 6) Accompany Contractor team to site visits and provide historical insight and institutional knowledge.
- 7) Participate in technical advisory group meetings.
- 8) Provide data, documentation, policy guidance and technical support throughout the process.
- 9) Provide guidance, resources, and support in the development of the Funding Implementation Strategy.
- 10) Provide comprehensive review and comments on all documents (outline, drafts, solutions template, final draft, geospatial deliverables, etc.).
- 11) Manage contract with meeting objectives, executive review, invoicing, and payment.

F. External Contractors – Summary of Role

- 1) Administrative Execution and Oversight.
- 2) Data, document and information gathering, assessment and documentation of comprehensive existing conditions and literature review.
- 3) Develop and implement prioritization methodology.
- 4) Coordination with Caltrans staff to prioritize adaptation needs.
- 5) Engagement Plan Development and Implementation.
- 6) For selected Priorities, Evaluation of Adaptation Priorities, including technical analysis by subject matter experts.
- 7) Ensure coordination with Caltrans technical staff and subject matter experts to establish key milestones for review and coordinate staff review for all phases of work.

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- 8) Identify innovative and nature-based solutions and evaluate feasibility.
- 9) For preferred solutions, develop preliminary scope and budget using Caltrans-informed capital cost development tools and guidance.
- 10) Develop Funding Implementation Strategy by identifying potential funding sources based on project type and program qualifications and develop funding strategy for each conceptual candidate project and other funding strategies for the portfolio of projects.
- 11) Inventory existing geospatial data and create a new Geodatabase, with associated feature classes and attribute data to support the Study.
- 12) Ensure ongoing communication, collaboration and coordination with relevant Caltrans internal Interested Partners, agency Interested Partners and other key community representatives
- 13) Provide report outline, drafts and final report, coordinate reviews by internal and external Interested Partners, present report and findings to key Interested Partners.

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

The following is a description of work outlining tasks, deliverables, acceptance criteria and timelines that will be the responsibility of the Contractor Team. Contractor shall complete the enumerated tasks and provide the associated deliverables as described in the following sections. These tasks are not necessarily exclusive of each other and may be conducted sequentially or concurrently, as approved by the Caltrans Contract Manager. Some tasks, such as **Task 1.4**, Regular Coordination Meetings, will continue for the duration of the Agreement.

A. Task 1 - Project Management, Coordination, Engagement and Communication

1.1 Form and Facilitate Advisory Groups:

- 1) Contractor shall schedule, convene, and facilitate two (2) Advisory Groups to provide support and guidance throughout the Study; the Technical Advisory Group (TAG) and the Partner Advisory Group (PAG).
 - a. The Technical Advisory Group (TAG) shall be comprised of the following Caltrans staff, at a minimum: Climate Adaptation Planner, Geotechnical Staff, Siskiyou County Project Manager, District Native American Liaison, Engagement Coordinator, Advanced Planning Engineer, Hydraulics Staff, Emergency Damage Coordinator, GIS Coordinator, Maintenance Supervisor for SR 96, Environmental Staff, and Strategic Investment Planner, and may include other staff that will be identified by the Caltrans Contract Manager at the time of scheduling the first TAG meeting; and
 - b. The Partner Advisory Group (PAG), which includes the Technical Advisory Group, shall include in addition the tribal representatives, Siskiyou County Local Transportation Commission staff, Siskiyou County Public Works, geospatial and Office of Emergency Services (OES) staff, US Forest Service (USFS) staff, Emergency Responders, and other partners that will be identified by the Caltrans Contract Manager at the time of scheduling the first PAG meeting.
- 2) Contractor shall schedule, plan, develop agenda and provide presentations for at least five (5) TAG meetings and at least three (3) PAG meetings.
 - a. Meetings shall provide background and informational updates, review draft deliverables, solicit input on draft deliverables, discuss upcoming tasks, and discuss

Exhibit A
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and solicit input on overcoming any Study challenges. Contractor shall ensure that TAG and PAG feedback are incorporated into future revisions to Draft deliverables.

- b. The second PAG meeting shall be a workshop format and be in-person at District 2 headquarters in Redding, CA or other nearby location approved by the Caltrans Contract Manager.
 1. The agenda shall include: review of the process for developing deliverables, review and discuss all draft deliverables, provide interactive opportunities for PAG to give input on Location-Based Climate Adaptation Needs (LBCANs) - including ensuring an exhaustive list of LBCANs was captured and confirming the level of prioritization for each LBCAN, a review of the recommended highest priority LBCANs for further technical assessment and development of solutions, and confirmation by PAG of these priorities.
 2. Meeting shall be at least two and a half (2.5) hours long.
 3. Meeting shall be held within ten (10) to fourteen (14) months of NTP.
 4. Contractor shall present LBCANs using ESRI Experience Builder platform for visual orientation, with functionality including allowing users to suggest changes and add LBCANs within the web map (as outlined in **Task 2**).
- c. The third PAG meeting shall be a workshop format.
 1. The agenda shall include a review of the draft Adaptation Solutions and Conceptual Projects (as outlined in **Task 3.3**) and a review of the Funding Implementation Strategy (as outlined in **Task 4**).
 2. Meeting shall be at least two (2) hours long.
 3. Meeting shall be held within sixteen (16) to twenty (20) months of NTP.
- d. Content for each presentation shall be relevant to the project phase, milestones, and tasks, include a slide comparing actual progress to Work Plan and Public Engagement Plan, include past accomplishments, outstanding tasks and milestones, current challenges and any known risks, and recommendations for addressing challenges and risks.
- e. Prior to each Advisory Group meeting, Contractor shall provide draft agenda and presentation slides (in PowerPoint or Google Slides) for Caltrans Contract Manager to review and provide input on, at least five (5) business days prior to the TAG and PAG meetings.
- f. Caltrans Contract Manager will provide contact info for attendees at the time of meeting scheduling.
- g. Contractor shall share with attendees the agenda and presentation at least three (3) business days prior to TAG and PAG meetings.

1.2 Communications and Engagement Plan

- 1) Contractor shall develop a Communications and Engagement Plan (CEP) as part of the Technical Proposal. The CEP will describe how the Contractor will engage with Caltrans staff, tribal liaisons, and agency partners to solicit input throughout the Study and Strategic Funding Strategy.

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Consulting Services Agreement (Federal)

- 2) The CEP shall include the following elements:
 - a. Outline engagement goals, strategies, and actions for outreach to the TAG, PAG, Caltrans Staff, Agency partners, and Caltrans Executive Leadership, and any additional stakeholders identified by Caltrans Contract Manager (e.g. local Non-Government Organizations, additional tribal partners, Caltrans headquarters staff).
 - b. Plan is comprehensive and outlines all TAG, PAG, other key partner, and Leadership meeting needs in a schedule that aligns with meeting/workshop frequency requirements and overall Study deadlines.
 - c. Capture all project data in a Project Geodatabase (as outlined in **Task 2**) and develop web-based apps and maps for communication and engagement at key milestones throughout project.
 - d. Include an interactive, GIS-based survey - using ESRI Experience Builder application - to gather input on LBCANs (as outlined in **Task 2**) - including ensuring an exhaustive list of LBCANs was captured and confirming the level of prioritization for each LBCAN. Contractor shall provide a summary of survey results to both the TAG and PAG.
 - e. All data, information, meeting materials, notes, Geodatabase, and updates shall be shared on a web-based cloud server platform that is accessible to and editable by all Caltrans staff and other identified stakeholders.
 - f. Any community engagement materials will be bi-lingual in English and Spanish.
- 3) The Contractor shall review the CEP with Caltrans staff at the Kickoff meeting and solicit input. Contractor shall make any revisions and finalize the CEP based on staff input.
- 4) Final CEP shall be delivered to Caltrans Contract Manager within fifteen (15) days of the Kickoff Meeting.
- 5) Any revisions will not alter this Scope of Work, only refine specific details outlined in CEP provided in **Technical Proposal, Attachment 2**.
- 6) All engagement activities identified in the CEP shall be implemented by Contractor.

1.3 Perform Kickoff Activities

- 1) Contractor shall schedule, plan, develop agenda and provide a presentation for a Kickoff Meeting with the Caltrans Contract Manager, TAG and Contractor Team.
 - a. Caltrans Contract Manager will provide contact info for attendees at the time of meeting scheduling.
 - b. The purpose of the meeting is to introduce the Contractor Project Team and any Subcontractors and review pertinent aspects of the Technical Proposal.
 - c. During the meeting, Contractor shall present a summary of the firm's knowledge and expertise of the project objectives, introduce Project team and their roles and responsibilities, review the firm's overall approach to the work as presented in the Work Plan and the Communications and Engagement Plan (CEP), and discuss any questions or concerns the Contractor may have about the overall Study.
 1. This meeting shall be held within thirty (30) business days of the Notice-to-Proceed (NTP) for this Agreement.

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2. Contractor shall provide meeting notes in Word Document (or other format agreed to by Caltrans Contract Manager) and share with all attendees.
 - a) Notes shall capture attendants' comments, questions, and concerns, Contractor responses, and action items, and are due three (3) business days after Kickoff Meeting.

1.4 Regular Coordination Meetings

- 1) Contractor shall schedule and host bi-weekly coordination meetings to be held between the Contractor staff, the Caltrans Contract Manager, and any other Caltrans staff that may be needed to support specific discussions based on the phase of the Study. The Caltrans Contract Manager may recommend additional staff to be invited to coordination meetings or the Contractor may request additional staff be invited to the coordination meetings.
 - a. Contractor shall present and discuss Study progress compared to Work Plan and Communication & Engagement Plan (described in **Task 1.2**), as well as any potential or foreseeable delays.
 - b. Contractor shall provide meeting notes in Word Document (or other format agreed to by Caltrans Contract Manager) and share with all attendees. Notes shall capture attendees' comments, questions, and concerns, Contractor responses, and action items, and shall be due within one (1) business day of Coordination Meeting.

1.5 Provide Leadership Updates

- 1) Contractor shall schedule, plan, develop agenda and provide presentations for at least three (3) Caltrans D2 Executive Leadership Updates (Leadership Update).
 - a. Caltrans Contract Manager will provide contact info for attendees at the time of meeting scheduling.
 - b. Presentation content shall include an overview of progress made on tasks and milestones, highlight accomplishments and challenges, discuss upcoming work activities and milestones, and review project budget status. Content for each presentation shall be relevant to the project phase.
 - c. Contractor shall provide a draft agenda and presentation (in MS PowerPoint or other slide show format accessible to all participants) for Caltrans Contract Manager to review and provide input on at least three (3) business days prior to Leadership Update meetings.
 1. Contractor shall prepare an agenda and presentations for each meeting and share with meeting attendees at least two (2) business days prior to the meeting.
 2. For the final Leadership Update, Contractor shall prepare a one (1) hour presentation going over the entire study and all findings for presentation to Caltrans D2 Executive staff. Consultant must incorporate Contract Manager's comments and suggestions into final presentation.
 - d. Meetings shall occur six (6) to twelve (12) months from NTP, twelve (12) to sixteen (16) months from NTP, and one (1) to two (2) months prior to project end date and should be scheduled to allow for Executive Leadership review of key milestones including the draft LBCAN priorities, draft solutions, and final drafts of all deliverables

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in the Study.

1. Contractor shall provide meeting notes in Word Document (or other format agreed to by Caltrans Contract Manager) and share with all attendees.
 - a) Notes shall capture attendees' comments, questions, and concerns, Contractor responses, and action items, and shall be due within five (5) business days of Leadership Meeting.
 - b) Contractor shall include in the note's responses to any outstanding questions that may be raised by Caltrans Leadership during the meeting but not answered directly at the meeting.

Task 1 Contractor Task Summary: Project Management, Coordination, Engagement and Communication

Task Section	Task/Deliverable	Sub-Task/Deliverable	Timeline/Deadline
Task 1.1 - Form and Facilitate Advisory Groups	Schedule, plan, develop agenda and provide presentations for at least five (5) TAG meetings and at least three (3) PAG meetings	Second PAG meeting shall be workshop and in-person at District 2 headquarters in Redding, CA or other nearby location approved by the Caltrans Contract Manager.	Within ten (10) to fourteen (14) months of NTP.
		Meeting shall be at least two and a half (2.5) hours long.	
		Capture and display LBCANs using ESRI Experience Builder.	
		Third PAG meeting shall be a workshop and be at least two (2) hours long.	Within sixteen (16) to twenty (20) months of NTP.
Task 1.2 - Communications and Engagement Plan	Develop a Communications and Engagement Plan (CEP) as part of the Technical Proposal	Provide draft agenda and presentation slides (in PowerPoint or Google Slides) for Caltrans Contract Manager to review and provide input	Within five (5) business days prior to the TAG and PAG meetings.
		Share with attendees the agenda and presentation	Within three (3) business days prior to TAG and PAG meetings.
		Finalize the CEP with Caltrans staff at the Kickoff meeting and solicit input.	
		Make any revisions and finalize the CEP based on staff input.	Final CEP to Caltrans Contract Manager within fifteen (15) days of the Kickoff Meeting.

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Task 1.3 - Perform Kickoff Activities	Schedule, plan, develop agenda and provide a presentation for a Kickoff Meeting with the Caltrans Contract Manager, TAG and Contractor Team	Within thirty (30) business days of the NTP	
		Make any revisions and finalize CEP based on staff input.	Final CEP to Caltrans Contract Manager within fifteen (15) business days of the Kickoff Meeting.
		Provide meeting notes in Word Document (or other format agreed to by Caltrans Contract Manager) and share with all meeting attendees.	Due three (3) business days after Kickoff Meeting.
Task 1.4 - Regular Coordination Meetings	Schedule and host bi-weekly coordination meetings with Caltrans Contract Manager, and potentially other Caltrans staff as needed	Bi-weekly	
		Provide meeting notes in Word Document (or other format agreed to by Caltrans Contract Manager) and share with all meeting attendees.	Within one (1) business day of meeting.
Task 1.5 - Provide Leadership Updates	Schedule, plan, develop agenda and provide presentations for at least three (3) Caltrans D2 Executive Leadership meetings	Six (6) to twelve (12) months from NTP, twelve (12) to sixteen (16) months from NTP, and one (1) to two (2) months prior to project end date.	
		Provide a draft agenda and presentation (in MS Powerpoint or Google Slides) for Caltrans Contract Manager to review.	Within three (3) business days prior to Leadership Update meetings.
		Prepare an agenda and presentations for each meeting and share with meeting attendees.	Within two (2) business days prior to the meeting.
		Provide meeting notes in Word Document (or other format agreed to by Caltrans Contract Manager) and share with all attendees.	Within five (5) business days of Leadership Meeting.

B. Task 2 - Literature Review, Data Collection, Draft Location-Based Climate Adaptation Needs (LBCANs), Geodatabase and ZEV Infrastructure Locations

2.1 Literature Review, Data Collection, and Project Spreadsheet

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- 1) Contractor shall conduct a virtual tour of SR 96 using tools such as Google Earth, iVision, and Caltrans Postmile Query Tool to familiarize the team with the project area.
- 2) Contractor shall collect, compile and review all pertinent information and data for SR 96, including, but not limited to the following background, context, and historical information¹:
 - a. Sustainability, Climate Resilience and Adaptation Plans and resilience planning data, including: [Caltrans State Climate Resilience Improvement Plan for Transportation \(SCRIPT\) \(2024\)](#), [Caltrans Climate Change Vulnerability Assessment \(2018\)](#) and resulting [Climate Adaptation Priorities Report \(2020\)](#), District 2 Climate Adaptation Feasibility Study, [Caltrans Sustainable Freight Action Plan](#), [Caltrans ZEV Action Plan 2.0](#), Siskiyou County Emergency Evacuation Plan (currently underway), [Climate Adaptation Strategies for Transportation Infrastructure \(2003\)](#), [CalAdapt](#), [CalFire Fire Hazard Severity Zones for wildfire data](#), State Department of Water Resources – Best Available Map (BAM) for 100-year flood plain data, Department of Conservation – [California Geological Survey MS58 Landslide Susceptibility Data for landslide data](#), District Adaptation Project Investment Strategies Development Guidance Document (Oct., 2023), Other State-Produced Hazard Assessment Tools or Data, and
 - b. Multiple Tribal Planning documents, including: [Karuk Tribe Department of Natural Resources Climate Vulnerability Assessment \(2016\)](#), [Karuk Climate Adaptation for Transportation Plan \(2022\)](#), [FHWA Karuk Tribal Transportation Vulnerability Assessment Technical Memo \(2022\)](#), and
 - c. Caltrans project-level planning documents and databases, including: Major Damage Restoration and Director's Orders, Geotechnical Assessments, Caltrans Division of Environmental Analysis GIS Library Viewer, Project Initiation Reports for climate adaptation-related projects recently completed or in planning, such as the "California North Coast Tribal Wildfire and Evacuation Route Preparedness Project Initiation Document," [Caltrans Asset Management Tool](#), HQ Major Damage Restoration Database, Hydraulic history files for drainage-related projects, Geodog Database on geologic reports for projects, Existing project data in the Ten Year SHOPP Project Book, Project details in the Transportation Asset Management Plan, and
 - d. Internal and external geospatial data capturing assets, climate-related hazards and existing conditions, including: Feature layers capturing initial Caltrans Staff and Agency-identified LBCANs, Feature layers from the Climate Change Vulnerability & Risk Assessment update from the Office of Air Quality and Climate Change (OAQCC) (currently underway), [Caltrans Culvert Inspection Management System Web Viewer](#), [Caltrans Vegetation Management Program Dashboard](#), Siskiyou County Collaborative Wildfire Fuels Management, Watershed Resilience, and Wildfire Risk Reduction Maps, [USGS Post-Fire Debris Flow Hazard Assessment Viewer](#), Fish passage and wildlife crossings (for co-benefits related to Nature-Based Solutions), and
 - e. Excel and table data, and database downloads including: Field maintenance reports, Road closures from TM-Cal dispatch database, Major Damage Restoration and

¹ Caltrans will provide all data not found in the links above and will provide in raw format (excel, link to database, link to reports and documents, ArcGIS Map Project package, or data download from database.)

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Director's Orders, District 1 Adaptation Prioritization and Investment Strategy, District 2 Adaptation Prioritization and Investment Strategy (DAPIS), and

- 3) Contractor shall review, compile, and organize all relevant information and data sets (outlined above in **Task 2.1**) into a Project Spreadsheet (Spreadsheet), digitized to be geospatially relevant for incorporation into a Project Geodatabase (Geodatabase), outlined below in **Task 2.2**.
 - a. Data captured in the Project Spreadsheet shall include the fields described in pages 32 – 34 of the [District Adaptation Project Investment Strategies Development Guidance Document \(Oct, 2023\)](#).
 - b. For information provided in documents where the data cannot be easily extracted from tables or spreadsheets, Contractor shall review these documents, identify potential information and data that could be relevant within the documents, discuss this with the Caltrans Contract Manager and, together, determine what information and data should be captured and compiled, and then Contractor shall capture the data in the Spreadsheet as agreed upon.
 - c. Additional data and information beyond what is already captured in either existing spreadsheets or geodatabases and referenced above in **Task 2.1.2** may be identified as relevant to the study and shall be captured, digitized and included in the Spreadsheet and Geodatabase.
 - d. Data shall be collected and developed in the Spreadsheet based upon metadata standards and into a schema consistent with Caltrans Spatial Database Engine (SDE). The metadata required style is ArcGIS Pro Metadata Style ISO 19139 Metadata Implementation Specification GML 3.2 or equivalent.
- 4) Contractor shall provide a draft Project Spreadsheet within five (5) to eight (8) months of NTP.
- 5) Contractor shall allow Caltrans Contract Manager fifteen (15) business days to review and provide comments.
- 6) Contractor shall address all comments provided by Caltrans Contract Manager and make any necessary edits or revisions within fifteen (15) business days of comments received.

2.2 Geodatabase Creation and Structure

- 1) Contractor shall develop a Project Geodatabase, using ESRI ArcGIS Pro version 2.9.12 or current Caltrans version in use at the time of this contract's execution, to organize and manage all spatial and tabular datasets associated with the study of SR 96 climate adaptation needs.
 - a. The Geodatabase shall support geospatial analysis and visualization of Location-Based Climate Adaptation Needs (LBCANs), climate hazards, and Zero-Emission Vehicle (ZEV) infrastructure.
 - b. Contractor shall collect, compile, and incorporate all relevant internal and external geospatial data outlined in **Tasks 2.1 and 2.2** into the Geodatabase.

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1. The Geodatabase shall align with the [District Adaptation Project Investment Strategies Development Guidance Document \(Oct, 2023\)](#), including capturing all data fields specified on pages 32–34.
2. The Geodatabase shall include data and tables with metadata and associated feature classes and layers organized into relevant categories, including but not limited to: Existing and newly identified LBCANs, ZEV infrastructure locations, Climate-related hazard zones (e.g., flood plains, wildfire risk areas, landslide susceptibility zones), transportation assets by type, drainage, slopes, and evacuation routes, areas prone to recurring maintenance or damage from climate events, and other relevant data to support geospatial analysis.
3. Contractor shall provide the dataset organized in an editable Geodatabase containing varying feature datasets, classes and layers, and including attribute data with supporting metadata capturing all existing and newly identified LBCANs (outlined below in Section 2.3).
4. Add available feature layers, existing Geodatabases, GIS libraries, and other geodatabases capturing climate-related hazards, existing conditions, and adaptation needs (e.g., [Caltrans Climate Change Vulnerability Assessments](#), [Caltrans District 2 Climate Adaptation Planner](#), [District 2 Climate Change Adaptation Priorities Report](#), [CA Dept of Water Resources – Best Available Maps \(BAM\)](#), [Cal Fire – Fire Hazard Severity Zone Viewer](#), CalAdapt, [California Department of Conservation Deep Seated Landslide Susceptibility and Recent Fire Perimeters](#), MS58 Landslide Susceptibility Data, etc.).

- 2) Contractor shall develop associated Project Maps and Layouts to support visualization of data to support Caltrans Contract Manager, TAG, PAG and Caltrans Executive Leadership engagement.
- 3) The Geodatabase shall use Caltrans-standard coordinate references (lat/long) and ensure all georeferenced LBCANs and asset features have associated postmiles captured in their attribute table.
- 4) Contractor shall also build a web-based application using ESRI Experience Builder (further outlined in **Task 1.1**) with interactive engagement functionality and supporting maps capturing all relevant project layers to support ongoing analysis, engagement, and input-gathering, for visualization, and communication throughout the Study, to support work outlined in **Tasks 1-5**.
- 5) Contractor shall provide metadata for all data sets using the ArcGIS Pro Metadata Style ISO 19139 Metadata Implementation Specification GML 3.2 or equivalent.
- 6) Contractor shall provide a Data Dictionary accompanying the Geodatabase, defining each data set, its source, its purpose and the associated metadata. Data Dictionary will:
 - a. Conform to [Caltrans Data Dictionary Template \(DDP-8 Caltrans Data Dictionary Template v3\)](#), as applicable,
 - b. Ensure the capture of data element names for features and attributes,
 - c. Include definitions of all datasets within the Geodatabase

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- d. Identify data feature types such as Raster Image, Annotations, Point, Polyline, or Polygon and define symbology.
- 7) Contractor shall consult with Caltrans Contract Manager and TAG on the development of the Geodatabase, including potential additional needs for data and data fields in attribute tables, feature classes, labeling, symbology, and attributes, and incorporate feedback into Geodatabase updates.
- 8) Contractor shall provide a draft of the Project Geodatabase, ESRI Experience Builder platform, and Data Dictionary to Caltrans Contract Manager for review and approval, within seven (7) to eleven (11) months of NTP.
 - a. Contractor shall provide Caltrans Contract Manager fifteen (15) business days to review and provide comments.
 - b. Contractor shall address all comments provided by Caltrans Contract Manager and make any necessary edits or revisions within fifteen (15) business days of comments received.
- 9) Final Geodatabase, Map Projects and web apps shall be provided to Caltrans Contract Manager in ESRI ArcGIS Pro v. 2.9.12 (or current Caltrans version in use at the time of this contract's execution), with all file format permissions set to allow Caltrans to own, edit, and maintain deliverables.

2.3 Location-Based Climate Adaptation Needs (LBCANs) Identification, Analysis, and Integration

- 1) Contractor shall capture all existing LBCANs in the Geodatabase, and include the fields of supporting data for each LBCAN in an attribute table within the feature datasets of the Geodatabase using the fields described in pages 32 – 34 of the [District Adaptation Project Investment Strategies Development Guidance Document \(Oct, 2023\)](#).
 - a. LBCANs shall be geospatially referenced, including coordinates (lat/long) and postmiles per [Caltrans standards](#).
 - b. Contractor shall assess the data sets to support the development of a comprehensive set of LBCANs and identify any gaps in the data and additional data that will be needed to complete the Study.
 - c. To reduce redundancy, Contractor shall evaluate all existing and new LBCANs against currently funded projects outlined in the Ten Year SHOPP Project Book, Asset Management Tool, and other information sources that will be provided by the Caltrans Contract Manager at the beginning of task completion, and compare LBCANs with the scopes of planned and funded projects to assess if LBCANs will be addressed in a planned or funded project or if they need to be prioritized for future funding.
 - d. Capture LBCANs being addressed through projects currently underway or recently completed in the Geodatabase (including attribute tables with associated data and feature classes) and note project IDs but exclude these LBCANs from the prioritization effort.
- 2) Contractor shall identify new LBCANs and add them to the Geodatabase.

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- a. Contractor shall solicit input from Caltrans Contract Manager, TAG, and PAG on how to capture additional LBCANs as outlined in **Task 1.1** above, and incorporate input into LBCAN development process.
- b. Contractor shall conduct an analysis of the data in the feature datasets using geoprocessing tools to identify potential new LBCANs and capture these in the Geodatabase.
 1. Results of these analyses shall be documented in the Geodatabase with geospatial reference points, organized as feature classes, and detailed attribute tables, and the data shall be validated through quality assurance assessments per **Task 2.1**.
 2. Analysis shall include, but not be limited to:
 - a) Overlay analysis of wildfire perimeters with slopes >30% and high landslide susceptibility zones.
 - b) Identification of areas with recurring flooding, erosion, or storm damage.
 - c) Spatial relationships between transportation assets and climate risk zones.
 3. New LBCANs shall include consideration of where the following conditions exist:

Locations of recurring flooding or pooling, Locations where drainage has been insufficient during past extreme precipitation or runoff events, Locations where recurring damage or closures have taken place due to extreme storms or wildfire, Locations with recurring damage from sinks or slides, Locations prone to slope erosion, including scour or retreat undermining the roadway foundation and SHS facilities or landward slope failure and possibly falling debris, Locations that may require strategies to address impacts from drought, Locations requiring more frequent maintenance for continued function of the transportation system beyond what is typical for similar assets or locations, Locations where active transportation and complete streets facilities may incorporate shade structures or transit shelters into the project scope to protect users against extreme heat or other weather impacts, Locations where possible shoulder-widening or turnaround locations could improve emergency evacuation preparedness.
 - c. Contractor shall conduct a quality assurance assessment to ensure data reliability and accuracy.
 - d. Contractor shall provide draft LBCANs within the Geodatabase within eight (8) to twelve (12) months of NTP.
 1. Contractor shall provide Caltrans Contract Manager with fifteen (15) business days to review and provide comments.
 2. Contractor shall address all comments provided by Caltrans Contract Manager and make any necessary edits or revisions within fifteen (15) business days of comments received.

2.4 Project Summary Report and Data Dictionary

- 1) Contractor shall document the process and outcomes for all steps in **Task 2** in a Project Summary Report and incorporate the Project Spreadsheet and Data Dictionary. The Report shall address the following criteria:

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- a. Describe the overall process and steps taken to address each task,
- b. Describe datasets – where the data came from, what the data represents, how it will be used, and gaps in the existing data,
- c. Explain what additional data is needed to complete the Study, and
- d. Outline a plan for how the outstanding data needed to complete the Study will be collected.
 1. Contractor shall provide a draft Summary Report and Data Dictionary to the Caltrans Contract Manager for review within eight (8) to twelve (12) months of NTP.
 2. Contractor shall provide Caltrans Contract Manager with fifteen (15) business days to review the drafts and provide comments.
 3. Contractor shall address all comments provided by Caltrans Contract Manager and make any necessary edits or revisions to the Summary Report within fifteen (15) business days of receipt of Caltrans Contract Manager comments.

2.5 Prioritization of LBCANs

- 1) The Contractor shall develop a methodology for prioritizing LBCANs using the following criteria:
 - a. Scoring Rubric for State-Sponsored Non-SHOPP PID
 - b. Frequency of recurring issues per Caltrans TMCAL road closure records.
 - c. Business Case Analysis using the cost of hazard mitigation including Directors' Orders, emergency maintenance costs from the Caltrans IMMS program, and emergency project data from the Emergency Opening (130) and Emergency Repair (131) SHOPP Funding Programs. Data will be provided by Caltrans. The Contractor will use the data provided and develop a business case analysis to evaluate ongoing costs of maintenance of the hazard location versus investment in a permanent solution to calculate the payback.
 - d. Future climate vulnerability based on Caltrans Climate Vulnerability Assessment and Climate Adaptation Priorities Report. GIS data will be provided by Caltrans.
- 2) The Contractor shall use the above criteria to develop a ranking methodology and prioritization process.
- 3) The proposed draft methodology and prioritization process, based on Caltrans-provided ranking criteria and data, shall be provided within seven (7) to nine (9) months of NTP
- 4) The Contractor shall meet with Caltrans Contract Manager and the TAG to review the preliminary ranking methodology and prioritization process, solicit input, and address any questions.
- 5) Contractor shall address all comments provided by Caltrans Contract Manager and TAG and make any necessary edits or revisions to the LBCAN list within fifteen (15) business days of receipt of Caltrans Contract Manager comments.
- 6) Contractor shall evaluate each LBCAN using the ranking methodology and prioritization process and develop an initial prioritization.

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- a. Contractor shall provide a prioritized list of LBCANs in both spreadsheet and web-based application (using ESRI Experience Builder) format to Caltrans Contract Manager, TAG and PAG for review and input.
- b. Contractor shall meet with Caltrans Contract Manager, TAG and PAG to solicit input on the initial prioritization of LBCANs and address any questions or comments.
- c. To engage Caltrans Contract Manager, TAG and PAG in the prioritization process, Contractor shall create and utilize a web-based application (using ESRI Experience Builder) to provide visual orientation, with functionality including allowing users to provide comments and input on ranking, and to suggest additional LBCANs within the platform.
- d. Contractor shall address all comments and input from Caltrans Contract Manager, TAG and PAG, update prioritized LBCAN list, and provide a finalized list of LBCANs, reflected as a spreadsheet, as feature classes in a Project Map, and in the web-based application, to Caltrans Contract Manager, TAG and PAG, within nine (9) to thirteen (13) months of NTP.

- 7) Contractor shall provide Caltrans Contract Manager with fifteen (15) business days to review the drafts and provide comments.
- 8) Contractor shall address all comments provided by Caltrans Contract Manager and make any necessary edits or revisions within fifteen (15) business days of receipt of Caltrans Contract Manager comments.

2.6 ZEV Infrastructure Site Suitability Desktop Assessment

- 1) Contractor shall conduct a desktop-level site suitability analysis for installing ZEV light, medium and heavy-duty vehicle charging infrastructure along SR 96. Tasks include:
 - a. Conduct a corridor-level analysis utilizing National Electric Vehicle Infrastructure (NEVI) standards of EV charger stations every 50 miles within 1-Mile of the corridor.
 - b. Consultant shall consider local road networks and accessibility for possible future EV chargers within the parameters of the NEVI standards.
 - c. Consultant deliverable shall be a heat map or similar providing ideal areas for EV chargers. No specific real property will be identified.
 - d. Identify potential ZEV portable infrastructure options to support emergency services response along the SR 96 corridor.
- 2) Contractor shall capture analysis in a ZEV Infrastructure Site Suitability Summary Report, delivered as a Microsoft Word Document, describing the desktop site suitability analysis process and site recommendations for locations and level charging infrastructure, delivered within eighteen (18) to twenty-two (22) months of NTP.
- 3) Contractor shall provide Caltrans' Transportation Electrification Branch a review of the final draft and address any comments.
- 4) Contractor shall capture all data in the Project Geodatabase, delivered within eighteen (18) to twenty-two (22) months of NTP.

Task 2 Contractor Task Summary: Literature Review, Data Collection, Draft Location-Based Climate Adaptation Needs (LBCANs), Geodatabase and ZEV Infrastructure Locations

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Task Section	Task/Deliverable	Sub-Task/Deliverable	Timeline/Deadline
Task 2.1 - Literature Review, Data Collection, Summary Report & Data Dictionary	Collect, review, compile and organize all LBCAN and related climate adaptation data for SR 96	<p>Conduct a virtual tour of SR 96.</p> <p>Collect and compile all LBCANs within the Project Spreadsheet.</p> <p>Provide a draft of all data sets to Caltrans Contract Manager for review and approval.</p> <p>Consult with Caltrans Contract Manager on what additional info and data to capture, besides what's already included in existing spreadsheets or geodatabases, and – once agreed – gather and capture in spreadsheet format and include in Project Spreadsheet.</p> <p>Provide Caltrans Contract Manager draft of Project Spreadsheet for review.</p> <p>Address all comments provided by Caltrans Contract Manager and make any necessary edits or revisions to Spreadsheet.</p>	<p>Within five (5) to eight (8) months of NTP.</p> <p>Provide Caltrans Contract Manager fifteen (15) business days for review and comment.</p> <p>Within fifteen (15) business days of receipt of Caltrans Contract Manager comments.</p>
Task 2.2 - Geodatabase Creation and Structure	Develop a Project Geodatabase with ESRI ArcGIS Pro version 2.9.12 or current Caltrans version in use at the time of this contract's execution.	<p>Collect, compile, and incorporate all relevant internal and external geospatial data outlined in Tasks 2.1 and 2.2 into the Geodatabase.</p> <p>Develop Project Maps and Layouts to support visualization of data.</p> <p>Build a web-based application using ESRI Experience Builder (further outlined in Task 2).</p> <p>Provide a Data Dictionary defining each data set, its source, its purpose, and the associated metadata.</p>	<p>Within seven (7) to eleven (11) months of NTP.</p> <p>Provide Caltrans Contract Manager fifteen (15) business days for review and comment.</p>

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		<p>Consult with Caltrans Contract Manager and TAG on the development of the Geodatabase and incorporate their feedback.</p> <p>Provide a draft of all datasets, Project Geodatabase, and web applications to the Caltrans Contract Manager for initial review and approval.</p> <p>Address all Caltrans Contract Manager comments and make any necessary edits or revisions to the revised datasets in the Geodatabase.</p>	
Task 2.3 - Location-Based Climate Adaptation Needs (LBCANs) Identification, Analysis, and Integration	Capture LBCANs and other relevant climate adaptation-related data and add data to Project Geodatabase.	<p>Capture existing and identify new LBCANs.</p> <p>Conduct geoprocessing analysis to identify potential new LBCANs and capture in Geodatabase.</p> <p>Analyze LBCANs addressed through projects currently underway or recently completed and reflect in the Geodatabase.</p> <p>Conduct a quality assurance assessment to ensure data reliability and accuracy.</p>	<p>Provide draft LBCANs within the Geodatabase within eight (8) to twelve (12) months of NTP.</p> <p>Provide Caltrans Contract Manager fifteen (15) business days to review drafts and provide comments.</p>
Task 2.4 – Project Summary Report and Data Dictionary	Provide Project Summary Report	<p>Capture Geodatabase development process and LBCAN capture in the Summary Report and include final Project Spreadsheet and Data Dictionary</p> <p>Provide Caltrans Contract Manager draft of Project Summary Report for review.</p>	<p>Within fifteen (15) business days of receipt of Caltrans Contract Manager comments.</p> <p>Within eight (8) to twelve (12) months of NTP</p> <p>Provide Caltrans Contract Manager fifteen (15) business days to review drafts and provide comments.</p>

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		Address all comments provided by Caltrans Contract Manager and make any necessary edits or revisions to the Summary Report	Within fifteen (15) business days of receipt of Caltrans Contract Manager comments.
Task 2.5 - Prioritization of LBCANs	Develop a ranking methodology and prioritization process.	Develop a Business Case Analysis evaluating ongoing costs of maintenance of the hazard location versus investment in a permanent solution.	Within seven (7) to nine (9) months of NTP Provide Caltrans Contract Manager fifteen (15) business days for review and comment.
		Meet with Caltrans Contract Manager and TAG to review the preliminary ranking methodology and prioritization process, solicit input, and address any questions.	Address comments provided by Caltrans Contract Manager and make any necessary edits or revisions to the Summary Report within fifteen (15) business days of receipt of Caltrans Contract Manager comments.
		Address all comments provided by Caltrans Contract Manager and TAG, and make any necessary edits	Address comments provided by Caltrans Contract Manager and make any necessary edits or revisions to the Summary Report within fifteen (15) business days of receipt of Caltrans Contract Manager comments.
	Provide a final prioritization of LBCANs	Evaluate each LBCAN by applying the ranked methodology process and develop a prioritized list	Within nine (9) to thirteen (13) months of NTP Provide Caltrans Contract Manager fifteen (15) business days for review and comment.
		Create and apply a web-based application (using ESRI Experience Builder) to engage Caltrans Contract Manager, TAG and PAG in LBCAN prioritization	Address comments provided by Caltrans Contract Manager and make any necessary edits or revisions to the Summary Report within fifteen (15) business days of receipt of Caltrans Contract Manager comments.
		Meet with Caltrans Contract Manager, TAG and PAG to solicit input on the initial prioritization of LBCANs and address any questions or comments	Address comments provided by Caltrans Contract Manager and make any necessary edits or revisions to the Summary Report within fifteen (15) business days of receipt of Caltrans Contract Manager comments.
		Update prioritized LBCAN prioritization and provide a finalized, ranked list, reflected as a spreadsheet, as feature classes in a Project Map, and in the web-based application, to Caltrans Contract Manager,	

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		TAG, PAG and Caltrans Executive Leadership	
Task 2.6 -ZEV Infrastructure Site Suitability Desktop Assessment	<p>Conduct a desktop-level site suitability analysis for installing ZEV light, medium and heavy-duty vehicle charging infrastructure along SR 96.</p>	<p>Develop heat map or similar providing ideal areas for EV chargers.</p> <p>Identify potential ZEV portable infrastructure options to support emergency services response along the SR 96 corridor</p> <p>Capture analysis in a ZEV Infrastructure Site Suitability Summary Report, delivered as a Microsoft Word Document,</p> <p>Provide Electrification Branch review of the final draft and address any comments</p> <p>Capture the EV charging locations and heat map within the Project Geodatabase</p>	Within eighteen (18) to twenty-two (22) months of NTP.

C. Task 3 - Technical Assessment, Adaptation Solutions, Conceptual Projects Development, and Nature-Based Solutions:

3.1. Geotechnical, Hydraulics, or other Technical Assessment, Adaptation Solutions and Conceptual Projects Development.

- 1) Contractor shall evaluate the highest priority LBCANs identified during the prioritization process outlined in **Task 2.6** and select the 'Top Ten Highest Priority' (Top Ten) LBCANs where further technical study is needed to develop conceptual projects for funding proposal consideration.
 - a. Contractor shall use the following criteria to select the Top Ten list of LBCANs from the list of prioritized LBCANs as ranked in **Task 2.6**.
 1. Priority locations selected for this level of analysis will be those where the complexity of the climate change stressors or existing climate hazards are greatest.
 - a) Examples include locations where there are combined effects of wildfire/rainfall/landslide/runoff, rain-on-snow flood threats, recurring landslides or very high landslide susceptibility areas, existing high-intensity wildfire burn scars that could substantially increase flooding and down-drainage mudflows, etc.
 2. Contractor shall consult with Caltrans Contract Manager, TAG and PAG to solicit input on which LBCANs shall be included in the Top Ten list of LBCANs and reflect input in the final prioritized list.
 - 2) Contractor shall conduct site-specific, technical assessments (geologic and/or hydraulic) for the Top Ten LBCANs, explore potential Adaptation Solutions (Solutions),

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including consideration of Nature-Based Solutions (NBS), refine those Solutions based on technical assessments, recommend a preferred Solution/s, a preliminary scope of work and budget for each alternative in preparation for a Project Initiation Document-Ready (PID) projects.

- a. The Contractor shall conduct a geotechnical and/or hydraulics assessment based on the hazard type and appropriate assessment-type to explore potential Solutions, including consideration of NBS.
1. The Contractor shall research previous work efforts at each priority location and gather documents, review information, and identify additional data needs for these sites.
2. The Contractor shall develop a Scoping Document for the Top Ten LBCANs, providing the following information for each LBCAN:
 - a) Project setting information including location, topography, geology, soil type, description of major and minor watersheds, and existing infrastructure within proximity to the hazard location.
 - b) Background information such as existing studies, assessments and documentation of the problem and potential opportunities for addressing the LBCAN.
 - c) Considerations and constraints, such as current hydraulics characteristics, current geologic concerns that may affect flood risk or the stability of slopes and infrastructure (ex; highly permeable, compressible, or otherwise dangerous characteristics), description of subsequent studies' activities and recommendations for further exploration to adequately characterize these types of problems.
 - d) Description of maintenance issues, annual costs over the past ten years to address ongoing maintenance issues at the site, and problems associated with aging or inadequate infrastructure.
 - e) A description of the assessment goals and objectives that will allow the Contractor to recommend solutions to permanently address the LBCAN issues, an explanation the proposed steps and process for conducting the geotechnical, hydraulic or other similar technical assessment, describe the work involved and level of effort for each LBCAN/s assessment, identify the Contractor staff that will support the effort, and provide tasks, milestones and timeline for conducting the assessment of each LBCAN.
 - f) The Contractor shall schedule and host a meeting with Caltrans Contract Manager and the TAG to review the draft Scoping Document, solicit input, and address any questions.
 - g) The Contractor shall provide a draft of the Scoping Document to the Caltrans Contract Manager 15 business days prior to the meeting for review.

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- h) Contractor shall address any Caltrans Contract Manager comments and provide a final draft to the Caltrans Contract Manager and TAG at least one business day prior to the scheduled meeting.
- i) Contractor shall address all comments provided by Caltrans Contract Manager and TAG at the meeting, and make any necessary edits or revisions, within 15 business days of the meeting.
- j) Scoping Document shall be delivered to Caltrans Contract Manager and TAG within ten (10) to sixteen (16) months of NTP.

3.2. Geotechnical, Hydraulics or other Technical Assessment. Contractor shall conduct Geotechnical and/or Hydraulics Assessment for each Top Ten location, including the following tasks:

- 1) Gather and review historical site information such as hydraulic history files and geotechnical assessments,
- 2) Conduct site visit to assess existing issues such as slope instability, scarp, scour of assets, compression cracks, road washout, landslide behavior, seepage, slumping, debris plugs, debris-flow volumes, in addition to any other foreseeable natural hazards.
 - a. Organize onsite visits with the Contractor Team, Tribal liaisons, and appropriate Caltrans Subject Matter Experts.
 - b. Conduct site visits to each of the 'high priority' LBCANs, in coordination with CM and appropriate Caltrans Subject Matter Experts such as Maintenance staff, Tribal liaisons, and Caltrans Subject Matter Experts (Geotechnical and Hydraulics Engineers, Major Damage Coordinator, etc.).
 - c. Contractor shall conduct site visits within eleven (11) to seventeen (17) months of NTP.
- 3) For LBCANs requiring geotechnical assessment, Contractor shall refer to sample Geotech Assessment for the Crowded Bench - Rattlesnake Landslide for example Assessment template.
- 4) For LBCANs with flooding and drainage-related issues, Contractor shall conduct Hydraulics Assessment including the following tasks:
 - a. Perform preliminary drainage study and floodplain evaluation,
 - b. Perform hydraulics calculations to identify potential peak flows and evaluate associated flood elevations against existing asset capacity, assessing need and evaluating feasibility for solutions for reducing flood and drainage issue risks, such as upsizing culverts, replacing culverts with bridge, raising the roadway elevation, etc.
- 5) Contractor shall prepare a draft Technical Assessment Report for each location that builds on the Scoping Document listed above in **Task 3.1**, and includes the following components:
 - a. Description of work conducted at each Top Ten LBCAN site,
 - b. Further describe the existing conditions identified in **Task 3** post site visit,

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- c. Description of findings from the Geotechnical, Hydraulics or other Technical Assessments for each Top Ten LBCAN,
- d. Provided within twelve (12) to twenty-two (22) months of NTP.

3.3. Adaptation Solutions and Conceptual Projects Development.

- 1) Based on the Geotechnical, Hydraulics or other Technical Assessment conducted in **Task 3.2**, Contractor shall explore potential Solutions to permanently address the needs of each of the Top Ten LBCANs, assess the feasibility of the proposed Solutions, and identify a minimum of two (2) and maximum of three (3) Solutions for each Top Ten LBCAN sites. The following considerations shall be addressed:
 - a. Contractor shall use the Caltrans GIS Web Map As-builts to review as-builts for recently completed projects related to drainage improvements, landslide, rockfall, mudflow and flooding mitigation to inventory types of solutions that have been completed for other projects and to inform the potential adaptation solutions that could be considered to address the identified hazards.
 - b. Contractor shall assess the feasibility of interim corridor management solutions, including innovative considerations such as motion sensors at known slide locations and other emergency communication planning technology considerations that assist with more expedient re-openings and improve safety during climate hazard events that cause road closures.
 - c. Solutions shall include conceptual project designs that would be sufficient to identify any key project constraints (e.g., agency coordination requirements, potential geometric constraints, right of way concerns, and/or potential environmental constraints)
 - d. The Contractor shall incorporate Nature-Based Solutions (NBS) where feasible and identify NBS Solutions for at least three (3), but no more than five (5), of the Top Ten LBCAN sites (at least one LBCAN with a landslide, and at least one LBCAN with a flood) where these methods can complement or replace traditional engineering solutions for climate adaptation, as a showcase for NBS best practices.
 - e. Environmental constraints shall be clearly identified for each alternative solution with guidance and input from Caltrans Environmental staff, and those constraints shall be captured and adequately reflected in the project schedules and budgets.
 - f. Contractor shall identify a preferred Solution for each Top Ten LBCAN site based on feasibility, constructability, cost, and the degree to which the solution permanently addresses the LBCAN climate hazards.
- 2) Contractor shall develop a Draft Adaptation Solutions and Conceptual Projects Summary Report, including the following tasks and considerations:
 - a. Each Solution shall include a detailed description, risks and considerations, and preliminary scope of work, schedule and cost estimate.
Cost estimates shall be developed using the Caltrans Planning Cost Estimate Template (09/05/2024), broken out by Caltrans project phases, and be sufficient to complete cost estimating requirements for federal-level FHWA grant applications and PID nominations.

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- b. Contractor shall capture all data developed for each Solution in the Project Geodatabase as a feature class, shown in the Project Map as a separate layer, and provide associated attribute table for each Solution.
Contractor shall integrate the adaptation Solutions into the web-based application (using ESRI Experience Builder).
- c. The Contractor shall schedule and host a meeting with the Caltrans Contract Manager and the TAG to review the draft Scoping Document, solicit input, and address any questions.
 1. The Contractor shall provide a draft of the Draft Adaptation Solutions and Conceptual Projects Summary to the Caltrans Contract Manager 15 business days prior to the meeting for review. Contractor shall address any Caltrans Contract Manager comments and provide a final draft to the Caltrans Contract Manager and TAG at least one business day prior to the scheduled meeting.
 2. Contractor shall address all comments provided by Caltrans Contract Manager and TAG at the meeting, and make any necessary edits or revisions, within 15 business days of the meeting.
 3. Final Draft Adaptation Solutions and Conceptual Projects Summary and Solutions provided in the Project Geodatabase shall be provided to Caltrans Contract Manager, TAG and PAG within eighteen (18) to twenty-four (24) months of NTP.

3.4. Nature-Based Solutions (NBS) Integration.

- 1) For the LBCANs included in the top ten (10) high priority LBCAN list, Contractor shall identify areas where NBS can complement or replace traditional engineering solutions for climate adaptation.
 - a. The Contractor shall incorporate Nature-Based Solutions (NBS) where feasible and identify specific NBS Solutions for at least three (3), but no more than five (5), of the Top Ten LBCAN sites (at least one LBCAN with a landslide, and at least one LBCAN with a flood) where these methods can complement or replace traditional engineering solutions for climate adaptation, as a showcase for NBS best practices.
 - b. The Contractor shall focus on eco-friendly, sustainable methods for stabilizing the terrain and managing water flow, while ensuring that they are technically feasible and cost-effective.
 - c. These NBS strategies will be coupled with traditional engineering methods to offer holistic solutions for landslide, rockfall, and hydraulics issues.
 - d. These approaches shall prioritize ecological, low-impact solutions that are proven to increase slope stability while promoting biodiversity and long-term resilience.
 - e. Contractor shall conduct an Existing Conditions Analysis of Landslide and Rockfall Hazards by identifying key areas along SR 96 most vulnerable to landslides and rockfall, based on current hazard occurrences (as captured in the LBCANs) and projected precipitation patterns due to climate change.

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- f. Contractor shall identify sites where NBS can enhance climate resilience, including areas with combined wildfire, rainfall, landslide, runoff, and flood threats.
- g. Contractor shall evaluate areas of high landslide susceptibility, focusing on natural techniques such as afforestation, bioengineered soil stabilization, and vegetative buffers to manage landslides and erosion.
- h. Contractor shall prioritize locations with degraded ecosystems (burn scars, erosion-prone areas) where NBS can simultaneously address hydraulics stability and restore environmental functions
- i. Contractor shall identify specific plants, natural materials, and techniques that have been traditionally used for stabilizing slopes and managing water flow in these areas to ensure compatibility with cultural practices and ecological systems.
- j. Contractor shall engage local tribes, including the Hoopa, Karuk, Yurok, and Tsungwe communities, to integrate traditional ecological knowledge (TEK) into the selection of NBS. Gather historical and traditional ecological knowledge regarding hazardous areas and effective natural strategies for managing them.

If tribes are unresponsive to requests for input, review and suggest potential TEK solutions based on best practices available from resources such as the National Academy of Sciences, the 2012 Karuk Tribe Climate Change Profile Integrating Traditional Ecological Knowledge with Natural Resource Management, and other web-based literature sources.

- k. Contractor shall conduct geotechnical assessments, supplemented with evaluations of ecological stabilization techniques.
- l. Contractor shall identify Nature-Based Solutions for Stabilization such as:
 1. Vegetative Slope Stabilization - Explore the use of deep-rooted native vegetation that can enhance slope stability;
 2. Consider the use of bioengineering methods such as live fascines, coir logs, and brush layering to slow erosion and increase soil cohesion;
 3. Natural Fiber Matting and Geotextiles - Evaluate the application of biodegradable geotextiles like coconut fiber mats and jute netting for immediate surface protection and soil stabilization in conjunction with vegetative growth;
 4. Soil Bioengineering Techniques - Investigate methods such as vegetated geogrids, wattle fences, and contour trenching for hillside reinforcement;
 5. Green Infrastructure - Analyze the possibility of constructing drainage ditches and channels lined with vegetation to manage water flow and prevent erosion in landslide-prone areas;
 6. Green Terracing - Investigate the use of natural terraces or rock walls to reduce the velocity of water runoff, thereby reducing soil movement during heavy rainfall.
- m. For the LBCANs included in the top ten (10) high priority LBCAN list Perform hydraulic calculations and hydraulics assessments, focusing on how NBS can manage peak flows and reduce flood risk. Conduct technical analysis and assess feasibility of these potential solutions:

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1. Wetland Restoration - Assess the potential for restoring or enhancing natural wetlands in flood-prone areas to act as natural sponges that absorb excess water and reduce downstream flooding;
2. Streambank Stabilization - Explore the use of riparian buffers or living shorelines composed of native vegetation and bioengineering materials to reduce the impact of water runoff, debris flow, and streambank erosion;
3. Permeable Surfaces and Bioswales - Where applicable, consider installing bioswales, rain gardens, and permeable pavement to slow and filter stormwater, reducing the risk of road washouts;
4. Perform soil and hydraulics testing to evaluate the suitability of identified NBS strategies for specific sites;
5. Assess the performance of NBS under extreme weather scenarios such as high-intensity rainfall events. Consider hybrid solutions that combine traditional geotechnical methods with NBS, such as anchored root systems supplemented with low-impact engineered barriers;
6. Climate Projections² - Use future climate scenarios (e.g., rain-on-snow events, high rainfall intensities) to model the performance of NBS under extreme weather conditions;
7. Evaluate long-term sustainability, maintenance needs, and cost-effectiveness of proposed NBS approaches, including their ability to adapt to changing environmental conditions over time;
8. Innovative Approaches in NBS - Explore emerging geotechnical innovations, such as the integration of microbial-induced calcite precipitation (MICP) that strengthens soil through natural biological processes;
9. Research the potential for adaptive reforestation techniques, which involve planting specific tree species that not only stabilize soil but also provide co-benefits like carbon sequestration and habitat restoration;
10. Consider nature-inspired techniques such as boulder armoring with moss and lichen to mimic natural rockfall control systems, providing both geotechnical stability and ecological value.
11. Contractor shall integrate the Nature-Based Solutions into the Adaptation Solutions and Conceptual Projects Report.

n. Contractor shall capture all data developed for each Nature-Based Solution in the Project Geodatabase as a feature class, shown in the Project Map as a separate layer, and provide associated attribute table for each Solution.

Contractor shall integrate the Nature-Based Adaptation Solutions into the web-based application (using ESRI Experience Builder).

² The Caltrans Vulnerability Assessment climate data is now outdated. Contractor shall use current data available through the California Fifth Climate Assessment and other resources, where necessary.

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2) Contractor shall provide a copy of the Draft Technical Assessment, Draft Adaptation Solutions and Conceptual Projects Development, and ESRI Experience Builder web-app to the Caltrans Contract Manager, TAG and PAG for review.

a. Contractor shall provide ten (10) business days for TAG/PAG to review all deliverables and provide comments to the Contractor.

Contractor shall address all comments provided by TAG/PAG, and make any necessary edits or revisions, at least ten (10) business days prior to the meeting outlined below in Task 3.

b. Contractor shall schedule and deliver a TAG/PAG Workshop to present results from the Draft Technical Assessment, Draft Adaptation Solutions and Conceptual Projects Development, and ESRI Experience Builder web-app.

1. Contractor shall address any final comments provided by TAG/PAG during the meeting, make any necessary edits or revisions, and provide all final deliverables within ten (10) business days of the TAG/PAG meeting.
2. Draft Technical Assessment, Draft Adaptation Solutions and Conceptual Projects Development, and ESRI Experience Builder web-app shall be provided to Caltrans Contract Manager, TAG and PAG within eighteen (18) to twenty-four (24) months of NTP.

Task 3 Contractor Task Summary: Geotechnical, Hydraulics, or other Technical Assessment, Adaptation Solutions and Conceptual Projects Development

Task Section	Task/Deliverable	Sub-Task/Deliverable	Timeline/Deadline
Task 3.1 - Geotechnical, Hydraulics, or other Technical Assessment, Adaptation Solutions and Conceptual Projects Development	Evaluate the highest priority LBCANs identified during the prioritization process and select the 'Top Ten Highest Priority' (Top Ten) LBCANs for further technical study.	Consult with Caltrans Contract Manager, TAG and PAG to solicit input on which LBCANs shall be included in the Top Ten list of LBCANs and reflect input in the final prioritized list	
	Conduct a geotechnical and/or hydraulics assessment based on the hazard type and appropriate assessment-type to explore potential Solutions, including consideration of NBS	Develop a Scoping Document for the Top Ten LBCANs	
		Schedule and host a meeting with Caltrans Contract Manager and the TAG to review the draft Scoping Document, solicit input, and address any questions	
		Provide a draft of the Scoping Document to the Caltrans Contract Manager for review.	15 business days prior to the meeting for review.
		Address any Caltrans Contract Manager comments and provide a final draft to the Caltrans Contract Manager and TAG.	Within one business day prior to the scheduled meeting.

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		Address all comments provided by Caltrans Contract Manager and TAG at the meeting and make any necessary edits or revisions.	Within 15 business days of the meeting.
	Scoping Document shall be delivered to Caltrans Contract Manager and presented to TAG	Within ten (10) to sixteen (16) months of NTP.	
Task 3.2 - Geotechnical, Hydraulics or other Technical Assessment	Conduct Geotechnical and/or Hydraulics Assessment for each Top Ten location	Conducts site visits to each of the 'high priority' LBCANs, in coordination with CM and appropriate Caltrans Subject Matter Experts such as Maintenance staff, Tribal liaisons, and Caltrans Subject Matter Experts (Geotechnical and Hydraulics Engineers, Major Damage Coordinator, etc.).	Within eleven (11) to seventeen (17) months of NTP.
	Prepare a draft Technical Assessment Report for each location that builds on the Scoping Document	Provided within twelve (12) to twenty-two (22) months of NTP.	
Task 3.3 - Adaptation Solutions and Conceptual Projects Development	Explore potential Solutions to permanently address the needs of each of the Top Ten LBCANs, assess the feasibility of the proposed Solutions, and identify a minimum of two (2) and maximum of three (3) Solutions for each Top Ten LBCAN sites.	Identify a preferred Solution for each Top Ten LBCAN site based on feasibility, constructability, cost, and the degree to which the solution permanently addresses the LBCAN climate hazards.	Within eighteen (18) to twenty-four (24) months of NTP.
		Develop a Draft Adaptation Solutions and Conceptual Projects Summary.	
		Capture all data developed for each Solution in the Project Geodatabase as a feature class, shown in the Project Map as a separate layer, and provide associated attribute table for each Solution.	
		Integrate the adaptation Solutions into the web-based application (using ESRI Experience Builder).	
		Schedule and host a meeting with the Caltrans Contract	

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		Manager and the TAG to review the draft Scoping Document, solicit input, and address any questions.		
		Provide a draft of the Draft Adaptation Solutions and Conceptual Projects Summary to the Caltrans Contract Manager.	Within 15 business days prior to the meeting for review.	
		Address any Caltrans Contract Manager comments and provide a final draft to the Caltrans Contract Manager and TAG.	Within one business day prior to the scheduled meeting.	
		Address all comments provided by Caltrans Contract Manager and TAG at the meeting, and make any necessary edits or revisions.	Within 15 business days of the meeting.	
	Final Technical Assessment, Adaptation Solutions and Conceptual Projects Development, and ESRI Experience Builder web-app shall be provided to Caltrans Contract Manager, TAG and PAG	Within eighteen (18) to twenty-four (24) months of NTP.		
Task 3.4 - Nature-Based Solutions (NBS) Integration	Incorporate Nature-Based Solutions (NBS) where feasible and identify specific NBS Solutions for at least three (3) of the Top Ten LBCAN sites (at least one LBCAN with a landslide, and at least one LBCAN with a flood).	Engage local tribes, including the Hoopa, Karuk, Yurok, and Tsungwe communities, to integrate traditional ecological knowledge (TEK) into the selection of NBS.	Within eighteen (18) to twenty-four (24) months of NTP.	
		For the LBCANs included in the top ten (10) high priority LBCAN list Perform hydraulic calculations and hydraulics assessments, focusing on how NBS can manage peak flows and reduce flood risk.		
	Capture all data developed for each Nature-Based Solution in the Project Geodatabase as a feature class, shown in the Project Map as a separate layer, and	Integrate the Nature-Based Adaptation Solutions into the web-based application (using ESRI Experience Builder).		

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	provide associated attribute table for each Solution.		
	Provide a copy of the Draft Technical Assessment, Draft Adaptation Solutions and Conceptual Projects Development, and ESRI Experience Builder web-app to the Caltrans Contract Manager, TAG and PAG for review.	Provide TAG/PAG review for all deliverables and collect comments.	Allow review for ten (10) business days.
	Schedule and deliver a TAG/PAG Workshop to present results from the Draft Technical Assessment, Draft Adaptation Solutions and Conceptual Projects Development, and ESRI Experience Builder web-app.	Address all comments provided by TAG/PAG and make any necessary edits or revisions.	Within ten (10) business days prior to the TAG/PAG meeting.
	Final Technical Assessment, Adaptation Solutions and Conceptual Projects Development, and ESRI Experience Builder web-app shall be provided to Caltrans Contract Manager, TAG and PAG.	Address any final comments provided by TAG/PAG during the meeting, make any necessary edits or revisions, and provide all final deliverables.	Within ten (10) business days of the TAG/PAG meeting.

D. Task 4 - Funding Implementation Strategy

4.1. Contractor shall develop a Funding Implementation Strategy that includes the following tasks and considerations:

- 1) Schedules and meet with Caltrans Contract Manager, Caltrans Asset Management, and Strategic Investment staff to identify potential funding strategies and gather input on resources and documents to inform the Funding Implementation Strategy,
- 2) Identify various funding sources for the Top Ten LBCAN list of conceptual projects, including multiple state and federal sources such as SB1, STIP, PROTECT, SHOPP, Non-SHOPP, LTCAP, and more,
- 3) Evaluates conceptual projects against funding program eligibility, program fit, and competitiveness based on criteria outlined in the Caltrans Strategic Investment Strategy (CSIS) Framework as a guide,
- 4) Using the CSIS criteria, evaluate and score each conceptual project against the various funding programs,
- 5) Identify multiple funding strategies for implementing the projects and recommend a ten-year strategic investment funding plan and overall funding portfolio strategy for all ten projects.

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4.2. Contractor shall conduct a simple payback calculation for each conceptual project and evaluate as part of the overall funding strategy and portfolio recommendations, including the following steps:

- 1) Gather cost data based on the Caltrans Districts 1 and 2 maintenance and "emergency project" data for funding programs such as .130 and .131 Major Damage Restoration (Emergency Opening) and Major Damage Restoration (Permanent Restoration) historic projects,
- 2) Developing projected life cycle costs of "business as usual" scenario of restoring and maintaining location post-hazard versus investing in a project to permanently address the issue, and
- 3) For projects where detailed cost data is not available, generate cost estimates based on historic damages searchable via the internet.

4.3. For the top one or two prioritized conceptual projects, Contractor shall conduct a full Benefit-Cost Analysis (BCA) as specified in the US DOT Benefit-Cost Analysis Guidance for Discretionary Grant Programs.

4.4. Contractor shall capture all data developed through the Funding Implementation Strategy, including the detailed cost analysis for the BCA, in the Project Geodatabase as a feature class, shown in the Project Map as a separate layer, and provide associated attribute table for each Solution.

- 1) Contractor shall also integrate the Funding Implementation Strategy into the web-based application (using ESRI Experience Builder).

4.5. Contractor shall develop a one-page Fact Sheet for each Top Ten LBCAN conceptual project that summarizes key aspects of the project relevant to the pursuit of various funding strategies.

4.6. Contractor shall capture analysis, findings, recommendations, and all work outlined in **Task 4 above, including BCAs and Fact Sheets, in a Funding Implementation Strategy Report.**

- 1) Contractor shall provide a draft of the Funding Implementation Strategy Report and ESRI Experience Builder web-app to the Caltrans Contract Manager, TAG and PAG for review.
- 2) Contractor shall provide fifteen (15) business days for TAG/PAG to review all deliverables and provide comments to the Contractor.
- 3) Contractor shall address all comments provided by TAG/PAG and make any necessary edits or revisions within fifteen (15) business days..
- 4) Contractor shall provide a final Provide the Final Funding Implementation Strategy Report to Caltrans Contract Manager, TAG & PAG within fifteen (15) business days of receipt of comments.
- 5) Within eighteen (18) to twenty-four (24) months of NTP.

Task 4 Contractor Task Summary: Funding Implementation Strategy

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Task 4 Section	Task/Deliverable	Sub-Task/Deliverable	Timeline/Deadline
Task 4.1 - Funding Implementation Strategy	Develop a Funding Implementation Strategy	Schedule and meet with Caltrans Contract Manager, Caltrans Asset Management, and Strategic Investment staff to identify potential funding strategies and gather input on resources and documents to inform the Strategy; including: Meetings with Caltrans Contract Manager, Caltrans Asset Management, and Strategic Investment staff, Identification of funding sources (SB1, STIP, PROTECT, SHOPP, Non-SHOOPP, LTCAP, etc.), Evaluation of projects against eligibility, program fit, and competitiveness, Scoring of projects against funding programs, Recommendations for a 10-year funding plan and portfolio strategy	Within eighteen (18) to twenty-four (24) months of NTP.
Task 4.2 – Simple Payback Calculations	Calculate simple payback calculations for each conceptual project	Include collection of cost data from Districts 1 and 2 historical records, development of projected life-cycle costs, cost estimates for projects lacking detailed data	
Task 4.3 – Full Benefit Cost Analysis (BCA)	Full Benefit-Cost Analysis (BCA) for the top one or two prioritized conceptual projects (per US DOT BCA Guidance)		
Task 4.4 – Project Geodatabase	Capture of all Funding Implementation Strategy data (including cost analysis and BCAs) into: <ul style="list-style-type: none"> • Project Geodatabase as a feature class and map layer • Associated attribute tables for each solution 	Integrate the Funding Implementation Strategy into the ESRI Experience Builder web application	
Task 4.5 – One Page Fact Sheets	Develop One-page Fact Sheets for each Top Ten LBCAN conceptual project, summarizing key aspects relevant for funding pursuits		
Task 4.6 – Draft and Final Funding	Capture analysis, findings, recommendations, and all work outlined in Tasks 4.1-	Provide for TAG/PAG to review all deliverables and	Allow review for fifteen (15) business days.

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Implementation Strategy Report	4.5 above, including BCAs and Fact Sheets, in a Funding Implementation Strategy Report.	provide comments to the Contractor.	
		Address all comments provided by TAG/PAG and make any necessary edits or revisions.	Within fifteen (15) business days of receipt of comments.
		Provide Final Funding Implementation Strategy Report to Caltrans Contract Manager, TAG & PAG	Within eighteen (18) to twenty-four (24) months of NTP.

E. Task 5 - Transmittal of Work Products:

5.1 Contractor shall electronically transmit to Caltrans Contract Manager all native files of draft and final work products and deliverables within twenty (20) working days of Agreement expiration date.

- 1) Source files are copies of electronic files in their original, native software applications.
- 2) These files shall be delivered in usable electronic formats, as determined by the Caltrans Contract Manager.
- 3) All final deliverables in an electronic format with comprehensive Geodatabase containing all associated layers and data included in editable format that Caltrans will own and can edit and manage moving forward.

5.2 All GIS data final deliverables shall be provided in a format that is compatible with ArcGIS Pro, preserves all metadata, and preserves all Feature Datasets in established symbology and labeling consistent with web map or engagement platform maps.

- 1) Contractor shall ensure that all GIS deliverables that include the Geodatabase, Feature Datasets, Project Maps, Web Applications, and Data Dictionary are compatible and functioning within the Caltrans Enterprise system upon final delivery.

Task 5 Contractor Task Summary: Transmittal of Work Products

Task	Sub-Task	Deadline/Timeline	
Task 5.1 - Electronically transmit to Caltrans Contract Manager all native files of draft and final work products and deliverables in usable electronic formats, as determined by the Caltrans Contract Manager.	Provide Geodatabase in .gdb (Esri File Geodatabase) format from ArcGIS Pro	Within twenty (20) working days of Agreement expiration date.	
Task 5.2 – GIS Deliverables	All GIS data final deliverables shall be provided in a format that is compatible with ArcGIS Pro,	Ensure all associated layers and data included in editable format that Caltrans will own and can edit	

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	<p>preserves all metadata, and preserves all Feature Datasets in established symbology and labeling consistent with web map or engagement platform maps</p>	<p>and manage moving forward, and deliverables are compatible and functioning within the Caltrans Enterprise system upon final delivery</p>	
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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 **Attachment 1, 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
Planning & Local Assistance/Climate Adaptation
Attention: TBD
1768 Riverside Drive
Redding, CA 96001

- C. 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 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 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 thirty (30) day termination clause or to amend the Agreement to reflect any reduction of funds.

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.

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- 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. In addition to the actual costs, Caltrans will pay Contractor a total fixed fee of **\$TBD** as follows. In each invoice, Contractor shall charge a pro rata share of the fixed fee based on the percentage of work completed to the satisfaction of Caltrans Contract Manager and Caltrans shall pay the pro rata share upon approval of the invoice in accordance with the procedures set forth in **Exhibit B, Section 1**.
- C. 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.
- D. 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.
- E. 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. Failure to Pay

Should Cities or Counties fail to pay moneys due the State within 30 days of demand or within such other period as may be agreed between the parties hereto, State, acting through the State Controller, may withhold an equal amount from future apportionment due Cities or Counties from the Highway Users Tax Fund.

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8. 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
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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.
- C. The final decision by Caltrans Contract Officer does not preclude subsequent litigation of the dispute in a court of competent jurisdiction.

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.

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Consulting Services Agreement (Federal)

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 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)**. 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

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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.
- 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.

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Consulting Services Agreement (Federal)

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.
 - 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. Disadvantage 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](#)

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- [DBE IFR FAQ US DOT](#)

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

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.

There is no specific contract goal for DBE participation in this Agreement.

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.

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).

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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

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.

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Consulting Services Agreement (Federal)

- 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 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

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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 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.

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Consulting Services Agreement (Federal)

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.

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. Prohibition from Bidding

This Agreement is subject to the provisions of Public Contract Code Section 10365.5, which states: "No person, firm, or subsidiary thereof who has been awarded a consulting services contract may submit a bid for, nor be awarded a contract for, the provision of services, goods or supplies, or any other related action which is required, suggested or otherwise deemed appropriate in the end product of the original consulting services contract."

20. 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.

21. 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.

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- 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.

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

23. 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

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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.

24. 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.

25. 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.

26. 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.

27. 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). 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.

28. 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

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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 74A1662**.
- 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.

Exhibit E
Consulting Services Agreement (Federal)

2. This endorsement must be supplied under form acceptable to the DGS, Office of Risk and Insurance Management.

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.

D. Satisfying a Self-Insured Retention (SIR)

All insurance required by this Agreement must allow, but not require, the State to pay any SIR and/or act as Contractor's agent in satisfying any SIR. The choice to pay any SIR and/or act as Contractor's agent in satisfying any SIR is at the State's discretion. If the State chooses to pay any SIR and/or act as Contractor's agent in satisfying any SIR, Contractor shall reimburse the State for the same.

E. Available Coverages/Limits

In the event the insurance coverages obtained by Contractor is broader in scope than, and/or the limits are higher than, those required under the Agreement, all such broader coverage and/or higher limits available to Contractor shall also be available and applicable to the State.

3. Ownership of Proprietary Property

For the purposes of this section (**Ownership of Proprietary Property**) of **Exhibit E** of Contract **74A1662** (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.

Exhibit E
Consulting Services Agreement (Federal)

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 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.

Exhibit E
Consulting Services Agreement (Federal)

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 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.

Exhibit E
Consulting Services Agreement (Federal)

2. It is understood and agreed that all calculations, drawings, and specifications, whether in hard copy or 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.