

STATE OF CALIFORNIA
STANDARD AGREEMENT

Department Of Transportation

STD 213 (rev 9/01)
 Division Of Procurement And Contracts (DPAC) A&E Boiler Revision Date 01/06/14

AGREEMENT NUMBER 03A2160	REGISTRATION NUMBER
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1. This Agreement is entered into between the State Agency and the Contractor named below:

STATE AGENCY'S NAME

STATE OF CALIFORNIA

DEPARTMENT OF TRANSPORTATION (Hereinafter referred to as "Department" or "Caltrans")

CONSULTANT'S NAME

R.E.Y. Engineers, Inc. (Hereinafter referred to as "the Consultant")

2. The term of this Agreement is from February 17, 2014 or upon Caltrans approval, whichever is later, through February 16, 2017.

3. The maximum amount of this Agreement is: **\$4,500,000.00**
Four Million Five Hundred Thousand Dollars and No Cents

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

Exhibit A – Scope Of Work And Deliverables	5 Pages
Exhibit B – Budget Detail And Payment Provisions	7 Pages
Exhibit C – General Terms And Conditions 610 (Electronic File: GTC 610*)	1 Page
Exhibit D – Special Terms And Conditions	26 Pages
Exhibit E – Additional Provisions	10 Pages
Exhibit F – Prevailing Wage Requirements	7 Pages
Attachment 1 – Scope Of Work	19 Pages
Attachment 2 – Cost Proposal	33 Pages
Attachment 3 – Sample Task Order Format	5 Pages
Attachment 4 – DBE Participation (form ADM-0227F A&E)	1 Page
Attachment 5 – Disadvantaged Business Enterprises Utilization Report (form ADM-3069)	2 Pages
Attachment 6 – Davis-Bacon Act Wage Determinations	41 Pages

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 <http://www.ols.dgs.ca.gov/standard+language/default.htm>.

IN WITNESS WHEREOF, this Agreement has been executed by the parties hereto.

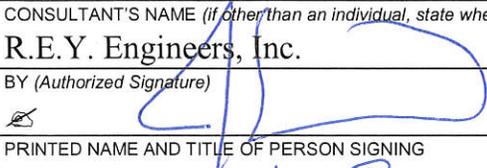
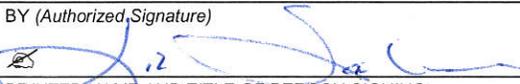
CONTRACTOR (herein referred to as "the Consultant")		<i>California Department of General Services Use Only</i>
CONSULTANT'S NAME (if other than an individual, state whether a corporation, partnership, etc.) R.E.Y. Engineers, Inc.		
BY (Authorized Signature) 	DATE SIGNED (Do not type) 2/7/2014	
PRINTED NAME AND TITLE OF PERSON SIGNING Jim Brainard, Vice President Surveying		
ADDRESS 905 Sutter Street, Suite 200, Folsom, CA 95630		
STATE OF CALIFORNIA		
AGENCY NAME Department of Transportation		
BY (Authorized Signature) 	DATE SIGNED (Do not type) 2/11/14	
PRINTED NAME AND TITLE OF PERSON SIGNING Liz Salinas, Branch Chief		
ADDRESS Division of Procurement and Contracts, MS 65 1727 30 th Street Sacramento, CA 95816		
		<input checked="" type="checkbox"/> Exempt per: PCC 10430 (d)

EXHIBIT A
SCOPE OF WORK AND DELIVERABLES

I. SCOPE OF WORK

The Consultant shall perform professional and technical land surveying services on an on-call basis to support the development, design, construction, and mapping of proposed State transportation facilities including Right of Way Engineering.

A. The work to be performed under this Agreement is described in Attachment 1.

B. The services shall be performed in Districts 1, 2 and 3.

C. CONFLICT OF INTEREST SUPPORT WORK

1. For services in which the Consultant cannot perform the work free of conflict of interest as defined in this Agreement, the Consultant agrees that Caltrans may obtain these services from another qualified Consultant, whose contract includes the same scope of work, or in any other manner permitted by law.
2. Caltrans may require the Consultant to perform work as described herein but located outside the geographic limits of this Agreement when the consultant contractor for another Caltrans District cannot perform the work free of conflict of interest. For such work, Caltrans will select a consultant to perform the same work by assignment of a Task Order in the following order of priority:
 - a. The consultant contract covers the same District, but not the same geographic area as this Agreement;
 - b. The consultant contract covers the closest area geographically to the geographic jurisdiction of this Agreement;
 - c. The consultant contract covers the next closest area geographically to the geographic jurisdiction of this Agreement; and so on.

EXHIBIT A
SCOPE OF WORK AND DELIVERABLES

3. Should the consultant for priority number 1 not exist or be unable to perform the work free of conflict of interest, then Caltrans shall select the consultant for priority number 2 to perform the work, and so on.
- D. This Agreement will commence on February 17, 2014 or upon approval by Caltrans, whichever is later and no work shall begin before that time. This Agreement is of no effect unless approved by Caltrans. The Consultant shall not receive payment for work performed prior to approval of the Agreement and before receipt of notice to proceed by the Caltrans Contract Manager. This Agreement shall expire on February 16, 2017. The services shall be provided during working hours, as stipulated in Attachment 1 and in Task Orders. The parties may amend this Agreement as permitted by law.
- E. All inquiries during the term of this Agreement will be directed to the project representatives identified below:

THE DEPARTMENT	THE CONSULTANT
Caltrans Contract Manager: Millard Totman	Consultant Contract Manager: James Brainard
District/Division: Consultant Services Unit	Office/Branch:
Address: 703 B Street Marysville, CA 95901	Address: 905 Sutter Street, Suite 200 Folsom, CA 95630
Phone: 530-741-5117	Phone: (916) 366-3040
Fax: 530-741-4390	Fax: (916) 366-3303
e-mail: Millard.Totman@dot.ca.gov	e-mail: jbrainard@reyengineers.com

F. Work Guarantee

Caltrans does not guarantee, either expressly or by implication, that any work or services will be required under this Agreement.

G. Licenses and Permits

1. The Consultant shall obtain at its expense all license(s) and permit(s) required by law for accomplishing any work required in connection with this Agreement.

EXHIBIT A
SCOPE OF WORK AND DELIVERABLES

2. In the event the Consultant fails to keep in effect at all times all required license(s) and permit(s), Caltrans may, in addition to any other remedies it may have, terminate this Agreement upon occurrence of such event.

II. TASK ORDER

- A. Specific projects will be assigned to the Consultant through issuance of Task Orders. See sample Task Order format, Attachment 3.
- B. After a project to be performed under this Agreement is identified by Caltrans, Caltrans will prepare a draft Task Order. The draft Task Order will identify the scope of services, expected results, project deliverables, period of performance, project schedule and will designate a Caltrans Project Coordinator. The draft Task Order will be delivered to the Consultant for review. The Consultant shall return the draft Task Order within no more than ten (10) calendar days along with a cost estimate including a written estimate of the number of hours per staff person, any anticipated reimbursable expenses, and total dollar amount. The Consultant agrees that each cost estimate shall be the product of a good faith effort exercise of engineering judgment. After agreement has been reached on the negotiable items, the finalized Task Order shall be signed by both Caltrans and the Consultant. If Caltrans and Consultant are unable to reach agreement, Caltrans may terminate this Agreement in accordance with the provisions of Exhibit D, entitled "Termination."
- C. Task Orders may be negotiated for a Firm Fixed Price or for specific rates of compensation, both of which must be based on the labor and other rates set forth in the Consultant's Cost Proposal, Attachment 2.
- D. A Task Order is of no force or effect until returned to Caltrans and signed by an authorized representative of Caltrans. No expenditures are authorized on a project and work shall not commence until a Task Order for that project has been executed by Caltrans.
- E. The Consultant shall not commence performance of work or services on a Task Order until it has been approved by Caltrans and notification to proceed has been issued by the Caltrans Contract Manager. No payment

EXHIBIT A
SCOPE OF WORK AND DELIVERABLES

will be made for any work performed prior to approval or after the period of performance of the Task Order.

- F. If the Consultant fails to satisfactorily complete a deliverable according to the schedule set forth in a Task Order, no payment will be made until the deliverable has been satisfactorily completed.
- G. The period of performance for Task Orders shall be in accordance with dates specified in the Task Order. No Task Order will be written which extends beyond the expiration date of this Agreement.
- H. The total amount payable by Caltrans for an individual Task Order shall not exceed the amount agreed to in the Task Order. Task Orders and/or Task Order Revisions require written approval by the Consultant and Caltrans.
- I. If applicable, when a subsequent agreement for the same or similar scope of work is executed within three (3) months prior to the termination of this Agreement, no additional Task Orders shall be executed under this Agreement upon the effective date of the subsequent agreement.
- J. Task Orders may not be used to amend this Agreement and may not exceed the scope of work under this Agreement.

III. CONSULTANT REPORTS AND/OR MEETINGS

- A. The Consultant shall submit progress reports at least once a month. The report should be sufficiently detailed for the Caltrans Contract Manager to determine if the Consultant is performing to expectations and is on schedule, to provide communication of interim findings and to afford occasions for airing difficulties or special problems encountered so remedies can be developed. Separate detail shall be provided for each on-going Task Order.
- B. Progress reports shall identify the total number of hours worked by the Consultants' and Subconsultants' personnel by use of the Caltrans Work Breakdown Structure (WBS) level element(s). The WBS is included in

EXHIBIT A
SCOPE OF WORK AND DELIVERABLES

the Guide to Project Delivery Workplan Standards, which can be found at <http://www.dot.ca.gov/hq/projmgmt/guidance.htm>.

- C. The Consultant's Contract Manager shall meet with the Caltrans Contract Manager as needed to discuss progress on the Agreement.

EXHIBIT B
BUDGET DETAIL AND PAYMENT PROVISIONS

I. FUNDING REQUIREMENTS

- A. It is mutually understood between the parties that this Agreement may have been written before ascertaining the availability of congressional or legislative appropriation of funds for the mutual benefit of both parties in order to avoid program and fiscal delays that would occur if the Agreement were executed after that determination was made.
- B. This Agreement is valid and enforceable only if sufficient funds are made available to Caltrans 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. Caltrans has the option to terminate the Agreement under the 30-day termination clause pursuant to Exhibit D, section III.
- E. Pursuant to Government Code, Section 927.13(d), no late payment penalty shall accrue during any time period for which there is no Budget Act in effect, nor on any payment or refund that is the result of a federally mandated program or that is directly dependent upon the receipt of federal funds by a state agency.

II. COMPENSATION AND PAYMENT

- A. The Consultant will be reimbursed for hours worked at the hourly rates specified in the Consultant's Cost Proposal, (See Attachment 2). The specified hourly rates shall include direct salary costs, employee benefits, prevailing wages, employer payments, overhead, and fee. These rates are not adjustable for the performance period set forth in this Agreement.

EXHIBIT B
BUDGET DETAIL AND PAYMENT PROVISIONS

- B. In addition, the Consultant will be reimbursed for direct costs, other than salary costs, that are identified in an executed Task Order.
- C. Consultant shall be responsible for any future adjustments to prevailing wage rates including, but not limited to, base hourly rates and employer payments as determined by the Department of Industrial Relations. The Consultant is responsible for paying the appropriate rate, including escalations that take place during the term of the Agreement.
- D. A mistake, inadvertence, or neglect by the Consultant in failing to pay the correct rates of prevailing wage will be remedied solely by the Consultant and will not, under any circumstances, be considered as the basis of a claim against Caltrans on the Agreement.
- E. In compliance with 49 CFR 26.37, revised on February 28, 2011, a Disadvantaged Business Enterprises Utilization Report (form ADM-3069) is required, as specified in this Agreement.
 - 1. The Consultant shall submit a Disadvantaged Business Enterprises Utilization Report (form ADM-3069), Attachment 5, with each invoice. Also refer to Exhibit D, Special Terms and Conditions.
 - 2. Failure to provide the Disadvantaged Business Enterprises Utilization Report (form ADM-3069) with the invoice will result in twenty-five percent (25%) of the dollar value of the invoice being withheld from payment until the form is submitted. The amount will be returned to the Consultant when a satisfactory Disadvantaged Business Enterprises Utilization Report (form ADM-3069) is submitted to the Caltrans Contract Manager.
- F. Transportation and subsistence costs to be reimbursed shall be the actual costs incurred, but not to exceed the rates stipulated in the "Caltrans Travel Guide, Consultant/Contractors Travel Policy." See <http://www.dot.ca.gov/hq/asc/travel/ch12.htm>. When prevailing wages apply to the services described in Attachment 1, transportation and subsistence costs shall be reimbursed at the minimum rates set by the Department of Industrial Relations (DIR) as outlined in the applicable Prevailing Wage Determination. See <http://www.dir.ca.gov>.

EXHIBIT B
BUDGET DETAIL AND PAYMENT PROVISIONS

- G. Progress payments:
1. Progress payments will be made monthly in arrears based on services provided at specific hourly rates and allowable direct cost incurred for Task Orders negotiated with specific rates of compensation. Progress payments for Firm Fixed Price Task Orders will be based on the percentage of work completed.
 2. To determine allowable incurred Subconsultant costs that are eligible for reimbursement, in addition to reimbursement for actual costs that are incurred, Caltrans will allow Subconsultant costs that are treated by the Consultant as accrued due to such costs having been billed to the Consultant and recognized by the Consultant and Caltrans as valid, undisputed, due and payable.
 3. By submitting accrued but unpaid Subconsultant costs for reimbursement, the Consultant agrees that within ten (10) days of receipt of reimbursement, the full amount submitted as a reimbursable accrued Subconsultant cost shall be paid to the Subconsultant.
- H. The Consultant shall not commence performance nor will payment be made for any work performed prior to approval of this Agreement by State and written notification to proceed has been issued by the Caltrans Contract Manager, nor will any payment be made for work performed after the expiration date of this Agreement.
- I. The Consultant will be reimbursed in arrears for services satisfactorily rendered and approved by the Caltrans Contract Manager, as promptly as fiscal procedures will permit upon receipt by the Caltrans Contract Manager of itemized invoices in triplicate. Separate invoices itemizing all costs are required for all work performed under each Task Order.
- J. Invoices shall be submitted showing the Caltrans WBS level element for each billable hour increment and/or detail of work performed on each milestone, on each project as applicable. Task Orders and invoicing shall include, but are not limited to, the WBS elements for defined/related services and products. The WBS is included in the Guide to Project Delivery Workplan Standards, which can be found at

EXHIBIT B
BUDGET DETAIL AND PAYMENT PROVISIONS

<http://www.dot.ca.gov/hq/projmgmt/guidance.htm>. Incomplete invoices shall be returned unpaid to the Consultant for correction. Caltrans shall not pay disputed portions of invoices.

- K. When prevailing wage rates apply, the Consultant must submit with each invoice a certified copy of the payroll for compliance verification. Invoice payment will not be made until the payroll has been verified and the invoice approved by the Caltrans Contract Manager.
- L. The sample invoice format can be found at <http://caltrans-opac.ca.gov/aeinfo.htm>. Invoices shall reference this Agreement number, project title, and Task Order number. Invoices shall be submitted no later than 45 calendar days after completion of each billing period. Any credit, as provided under this Agreement, due Caltrans must be reimbursed by the Consultant prior to the expiration or termination of this Agreement. Invoices shall be mailed to the Caltrans Contract Manager or Consultant Service Unit at the following address:

DEPARTMENT OF TRANSPORTATION
Attention: Alan Atighechi
Consultant Services Unit
703 B Street
Marysville, CA 95901

- M. Task Orders will be encumbered with various types of funding. 49 CFR 18.23 requires that federal funds must be expended within 90 days of the expiration of the funding period. In addition, the encumbrances for state and local funds can be lost if not expended within specified timeframes. Accordingly, the invoices for approved monthly services must be submitted by the Consultant and received by the Caltrans Contract Manager within 45 calendar days of the completion of the approved monthly services specified in each Task Order so that encumbered funds can be expended. If Caltrans does not receive invoices from the Consultant by the required deadline, and this results in a loss of funding, Caltrans will reduce the payment on the invoices in the amount of the loss.

EXHIBIT B
BUDGET DETAIL AND PAYMENT PROVISIONS

- N. The final Task Order invoice shall state the final cost and all credits due Caltrans. The final invoice should be submitted within 60 calendar days after Caltrans Contract Manager notifies the Consultant Contract Manager of completion of the services. Should Caltrans dispute any of the costs billed in the final Task Order invoice, Caltrans shall pay the undisputed portions of the invoice as provided in this Section II. Caltrans will not pay for charges that are in dispute until final resolution of the cost-related disputes.
- O. Payment will be made in accordance with, and within the time specified in, Government Code Chapter 4.5, commencing with Section 927.
- P. The total amount payable by Caltrans, for all Task Orders resulting from this Agreement, shall not exceed \$4,500,000.00. It is understood and agreed that this total is an estimate, and that the actual amount of work requested by Caltrans may be less. There is no guarantee, either expressed or implied, as to the actual dollar amount that will be authorized under this Agreement through Task Orders. In no event shall Task Orders be issued that will exceed this maximum.
- Q. Any written report prepared as a requirement of this Agreement shall contain, in a separate section of such written report, the number and dollar amounts of all agreements and subagreements relating to the preparation of those reports if the combined costs for work by nonemployees of the State exceed \$5,000.00.
- R. Prime Consultant's Indirect Cost Rates (ICR) indicated in Attachment 2, Cost Proposal, are based on 48 CFR, Part 31.
- S. Attachment 2, Cost Proposal, is subject to a Certified Public Accountant (CPA) Indirect Cost (Overhead) Audit Workpaper Review and/or audit. Caltrans, at its sole discretion, may review and/or audit and approve CPA ICR documentation. Attachment 2 shall be adjusted by the Consultant and approved by the Caltrans Contract Manager to conform to the Workpaper Review recommendations or audit recommendations. The Consultant agrees that individual terms of cost identified in the audit report shall be incorporated into the Agreement by this reference if directed by Caltrans at its sole discretion. Refusal by the Consultant to incorporate the Workpaper Review recommendations or audit

EXHIBIT B
BUDGET DETAIL AND PAYMENT PROVISIONS

recommendations will be considered a breach of the Agreement terms and cause for termination of the Agreement, per Exhibit D, section III.

- T. Limitations: Use of the rate(s) contained in this Agreement is subject to any statutory or administrative limitations and is applicable to a given contract only to the extent that funds are available. Acceptance of the rate(s) agreed to herein is predicated upon the following conditions:
1. That no costs other than those incurred by the Consultant or allocated to the Consultant were included in its indirect cost pool as finally accepted and that such costs are legal obligations of the Consultant and allowable under the governing cost principles.
 2. That the same costs that have been treated as indirect costs have not been claimed as direct costs.
 3. That similar types of costs have been accorded consistent accounting treatment to all clients (state, federal, local government, commercial/private) under similar circumstances, and
 4. That the information provided by the Consultant which was used as a basis for acceptance of the rate(s) agreed to herein is not subsequently found to be materially inaccurate.

The elements of indirect cost and the type of distribution base(s) used in computing provisional rates are subject to revision when final rates are established. Also, the rates cited in this Agreement are subject to audit.

- U. At the discretion of Caltrans, the indirect rate(s) and related workpapers may be reviewed by Caltrans Division of Audits & Investigations (A&I) to verify the accuracy and CPA's compliance with 48 CFR, Part 31 and related laws and regulations, and to determine if the audit report format is acceptable.
- V. Any subagreement in excess of \$25,000.00, entered into as a result of this Agreement, shall contain all of the provisions of this clause.

EXHIBIT B
BUDGET DETAIL AND PAYMENT PROVISIONS

III. COST PRINCIPLES

- A. The Consultant agrees that Title 48 Code of Federal Regulations (CFR), Part 31, Contract Cost Principles and Procedures (48 CFR 31 et seq.), shall be used to determine the allowability of individual terms of cost.
- B. The Consultant also agrees to comply with Federal procedures in accordance with Title 49 CFR, Part 18, Uniform Administrative Requirements for Grants and Cooperative Agreements to State and Local Governments (49 CFR 18).
- C. Any costs for which payment has been made to the Consultant that are determined by subsequent audit to be unallowable under 48 CFR 31 or 49 CFR 18 are subject to repayment by the Consultant to Caltrans.
- D. Any subagreement in excess of \$25,000.00, entered into as a result of this Agreement, shall contain all the provisions of this clause.

EXHIBIT C
GENERAL TERMS AND CONDITIONS

NOTE: In this Exhibit C – GTC 610, the General Terms and Conditions are included in this Agreement by reference and made part of this Agreement as if attached hereto. See <http://www.ols.dgs.ca.gov/Standard+Language/default.htm>.

The following language is to be included in lieu of the Standard Indemnification Clauses used in DGS GTC – 610 General Terms and Conditions.

Indemnification

The Consultant agrees to indemnify, defend, and hold harmless Caltrans, its officers, agents, and employees from any and all claims, demands, costs, or liability arising from or connected with the services provided hereunder due to negligent or intentional acts, errors, or omissions of the Consultant. The Consultant will reimburse Caltrans for any expenditure, including reasonable attorney fees, incurred by Caltrans in defending against claims ultimately determined to be due to negligent or intentional acts, errors, or omissions of the Consultant.

EXHIBIT D
SPECIAL TERMS AND CONDITIONS

I. AMENDMENT (CHANGE IN TERMS)

- A. No amendment or variation of the terms of this Agreement shall be valid unless made in writing, signed by the parties, and approved as required. No oral understanding or agreement not incorporated in Agreement is binding on any of the parties.
- B. The Consultant shall only commence work covered by an amendment after the amendment is executed and notification to proceed has been provided by the Caltrans Contract Manager.
- C. There shall be no change in the Consultant's Contract Manager or members of the project team, as listed in the cost proposal, which is a part of this Agreement, without prior written approval by the Caltrans Contract Manager. If the Consultant obtains approval from the Caltrans Contract Manager to add or substitute personnel, the Consultant must provide the Personnel Request Form, a copy of the SF330 or resume for the additional or substituted personnel, along with a copy of the certified payroll for that person.

II. DISPUTES

- A. The Consultant shall continue with the responsibilities under this Agreement during any work dispute. Any dispute concerning a question of fact arising under this Agreement that is not disposed of by agreement shall be decided by a committee consisting of the Caltrans Contract Manager and the Caltrans Contract Officer who may consider written or verbal information submitted by the Consultant.
- B. Any dispute not resolved by the committee consisting of the Caltrans Contract Manager and Caltrans Contract Officer may be reviewed by the Consultant Claims Review Committee (CCRC). The CCRC will consist of the Division Chief of Project Delivery (Chairperson), Deputy Director of Administration and the Chief Counsel of Legal Services or their designees. Additional members or their designees may serve on the committee.

EXHIBIT D
SPECIAL TERMS AND CONDITIONS

- C. No later than 30 calendar days after Caltrans Contract Manager notifies the Consultant Contract Manager that all work under the Agreement has been completed, the Consultant may request review by the CCRC of claims or disputes that are not resolved by the Caltrans Contract Manager and Caltrans Contract Officer under subsection II.A. above. The request for review will be submitted in writing through the Caltrans Contract Officer to the Chairperson, CCRC. A meeting by the CCRC will be scheduled after the Chairperson concurs. After the meeting, the CCRC will make recommendations to the Deputy Director of the functional program area, who will make the final decision for Caltrans.
- D. Neither the pendency of a dispute nor its consideration by the committee will excuse the Consultant from full and timely performance in accordance with the terms of this Agreement.

III. TERMINATION

This section regarding termination is in addition to GTC 610.

- A. Caltrans reserves the right to terminate this Agreement immediately in the event of breach or failure of performance by the Consultant, or upon 30 calendar days written notice to the Consultant if terminated for the convenience of Caltrans.
- B. Caltrans may terminate this Agreement and be relieved of any payments except as provided for under early termination should the Consultant fail to perform the requirements of this Agreement at the time and in the manner herein provided. In the event of such termination, Caltrans may proceed with the work in any manner deemed proper by Caltrans. All costs to Caltrans shall be deducted from any sum due the Consultant under this Agreement and the balance, if any, shall be paid to the Consultant upon demand.

EXHIBIT D
SPECIAL TERMS AND CONDITIONS

IV. EARLY TERMINATION OF THIS AGREEMENT OR TASK ORDER(S),
OR SUSPENSION OF THIS AGREEMENT

General Conditions

- A. In the event this Agreement is terminated, suspended, or a Task Order is terminated for the convenience of Caltrans, the Consultant shall be paid for the percentage of the work completed, relative to the total work effort called for under this Agreement, and for termination costs. No billable costs will be considered payable under the Agreement during suspension.
- B. Within 30 calendar days of the date the Consultant is notified of the early termination of Task Order(s) issued against this Agreement for the convenience of Caltrans, the Consultant shall prepare and submit to the Caltrans Contract Manager, for approval, two (2) separate supplemental cost proposals:
 - 1. A final revised cost proposal for all project-related costs for the revised termination date, and
 - 2. A cost proposal specifically addressing the termination settlement costs only.

V. CONSULTANT'S DELIVERABLES UNDER EARLY TERMINATION

The Consultant shall provide all project-related documents and correspondence required as part of the Scope of Work/Deliverables or included in Task Orders. Project-related documents shall be described, listed, and identified as part of the final revised cost proposal. Project-related documents shall include all documents that are in complete and final form and which have been accepted as complete by Caltrans, or documents in draft and/or incomplete form for those deliverables, which are in progress by the Consultant and have not been accepted as complete. All documents must be received and accepted before the settlement cost invoice is paid.

EXHIBIT D
SPECIAL TERMS AND CONDITIONS

VI. INVOICE SUBMITTAL UNDER EARLY TERMINATION

Separate final invoices for project-related costs and termination settlement costs shall be submitted no later than 30 calendar days after the date the Consultant is notified of acceptance of the final cost proposals by the Caltrans Contract Manager. Invoices shall be submitted in accordance with EXHIBIT B. The invoice for termination settlement costs shall include the following, to the extent they are applicable: lease termination costs for equipment and facilities approved under the terms of this Agreement; equipment salvage costs for equipment valued over \$500.00; rental costs for unexpired leases, less the residual value of the lease; cost of alterations and reasonable restorations required by the lease; settlement expenses, e.g., accounting, legal, clerical, storage, transportation, protection and disposition of property acquired or produced under this Agreement, indirect costs, such as payroll taxes, fringe benefits, occupancy costs, and immediate supervision costs related to wages and salaries, incurred as settlement costs.

VII. TERMINATION ISSUES FOR SUBCONSULTANTS, SUPPLIERS, AND SERVICE PROVIDERS

The Consultant shall notify any Subconsultant and service or supply vendor providing services under this Agreement of the early termination date of this Agreement. Failure to notify any Subconsultant and service or supply vendor shall result in the Consultant being liable for the termination costs incurred by any Subconsultant and service or supply vendor for work performed under this Agreement, except those specifically agreed to in the termination notice to the Consultant.

VIII. COST PRINCIPLES UNDER EARLY TERMINATION

Termination settlement expenses will be reimbursed in accordance with 48 CFR, Federal Acquisition Regulations System, Chapter 1, Part 31. Subpart 31.205-42 (c) dealing with initial costs is not applicable to Architectural and Engineering Agreement terminations.

EXHIBIT D
SPECIAL TERMS AND CONDITIONS

IX. DISPUTES UNDER EARLY TERMINATION CONDITIONS

Disputes under early termination conditions shall be resolved in accordance with this Exhibit.

X. CONSULTANT CLAIMS AGAINST THIS AGREEMENT OR TASK ORDER(S) UNDER EARLY TERMINATION

The Consultant agrees to release Caltrans from any and all further claims for services performed arising out of this Agreement or its early termination, upon acceptance by the Consultant of payment in the total amount agreed upon as full and final payment of its costs from performance and early termination of this Agreement or Task Order(s).

XI. NON-DISCRIMINATION

This section regarding non-discrimination is in addition to GTC 610.

A. During the performance of this Agreement, the Consultant and its Subconsultants shall not unlawfully discriminate, harass or allow harassment against any employee or applicant for employment because of sex, race, color, ancestry, religious creed, national origin, physical disability (including HIV and AIDS), medical condition (cancer), age, marital status, denial of family and medical care leave, and denial of pregnancy disability leave. Consultants and Subconsultants shall insure that the evaluation and treatment of their employees and applicants for employment are free of such discrimination and harassment. The Consultant and Subconsultants shall comply with the provision of the Fair Employment and Housing Act (Government Code, Section 12900 et seq.) and the applicable regulations promulgated thereunder (California Code of Regulations, Title 2, Section 7285.0 et seq.). The applicable regulations of the Fair Employment and Housing Commission implementing Government Code, Section 12990 (a-f), set forth in Chapter 5 of Division 4 of Title 2 of the California Code of Regulations are incorporated into this Agreement by reference and made a part hereof as if set forth in full. The Consultant and its Subconsultants shall give

EXHIBIT D
SPECIAL TERMS AND CONDITIONS

written notice of their obligations under this clause to labor organizations with which they have a collective bargaining or other agreement.

- B. Appendix A, relative to nondiscrimination on federally assisted projects, is attached hereto and made a part of this Agreement. (See the last three pages of this Exhibit D.)
- C. The Consultant shall comply with the nondiscrimination program requirements of Title VI of the Civil Rights Act of 1964. Accordingly, 49 CFR Part 21, and 23 CFR Part 200 is applicable to this Agreement by reference.
- D. The Consultant shall include the nondiscrimination and compliance provisions of this clause in all subagreements to perform work under this Agreement.

XII. RETENTION OF RECORD/AUDITS

- A. For the purpose of determining compliance with Government Code Section 8546.7, the Consultant, Subconsultants, and Caltrans 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. Caltrans, the State Auditor, 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 the Consultant that are pertinent to the Agreement for audits, examinations, excerpts, and transactions, and copies thereof shall be furnished if requested.
- B. Any subagreement in excess of \$25,000.00, entered into as a result of this Agreement, shall contain all the provisions of this clause.

EXHIBIT D
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XIII. SUBCONTRACTING

- A. Nothing contained in this Agreement or otherwise, shall create any contractual relation between the State and any subconsultants, and no subagreement shall relieve the Consultant of its responsibilities and obligations hereunder. The Consultant agrees to be as fully responsible to the State for the acts and omissions of its subconsultants 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 the Consultant. The Consultant's obligation to pay its subconsultants is an independent obligation from the State's obligation to make payments to the Consultant.
- B. The Consultant shall perform the work contemplated with resources available within its own organization and no portion of the work shall be subcontracted without written authorization by the Caltrans Contract Manager, except that which is expressly identified in the Consultant's Cost Proposal.
- C. Any subagreement 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 subconsultants unless otherwise noted.
- D. Contractor shall pay its subconsultants within ten (10) calendar days from receipt of each payment made to the Consultant by the State.
- E. Any substitution of subconsultants must be approved in writing by the Caltrans Contract Manager in advance of assigning work to a substitute subconsultant.

XIV. EQUIPMENT PURCHASE

- A. Prior authorization in writing by the Caltrans Contract Manager shall be required before the Consultant enters into any non-budgeted purchase order or subagreement exceeding \$500.00 for supplies, equipment, or Consultant services. The Consultant shall provide an evaluation of the necessity or desirability of incurring such costs.

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- B. For purchase of any item, service or consulting work not covered in the Consultant's Cost Proposal and exceeding \$500.00, with prior authorization by the Contract Manager, three (3) competitive quotations must be submitted with the request or the absence of bidding must be adequately justified.
- C. The Consultant shall maintain an inventory record for each piece of non-expendable equipment purchased or built with funds provided under the terms of this Agreement. The inventory record of each piece of such equipment shall include the date acquired, total cost, serial number, model identification (on purchased equipment), and any other information or description necessary to identify said equipment. Non-expendable equipment so inventoried are those items of equipment that have a normal life expectancy of one (1) year or more and an approximate unit price of \$5,000.00 or more. In addition, theft-sensitive items of equipment costing less than \$5,000.00 shall be inventoried. A copy of the inventory record must be submitted to Caltrans on request by Caltrans.
- D. Any equipment purchased by the Consultant will be returned to Caltrans at the end of this Agreement or, if not returned to Caltrans, it will be disposed of as agreed to by both parties. Both Caltrans and Consultant agree to comply with State Administrative Manual, Section 3520, Disposal of Surplus Personal Property, if Caltrans determines that Caltrans will not retain the equipment.
- E. 49 CFR, Part 18 requires a credit to Federal funds when participating equipment with a fair market value greater than \$5,000.00 is credited to the project.
- F. Any subagreement entered into as a result of this Agreement shall contain all the provisions of this clause.

XV. INSPECTION OF WORK

The Consultant and any Subconsultants shall permit Caltrans and the FHWA to review and inspect the project activities at all reasonable times during the

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performance period of this Agreement including review and inspection on a daily basis.

XVI. SAFETY

- A. The Consultant shall comply with OSHA regulations applicable to the Consultant regarding necessary safety equipment or procedures. The Consultant shall comply with safety instructions issued by the District Safety Officer and other State representatives. The Consultant's personnel shall wear white hard hats and orange safety vests at all times while working on the construction project site.
- B. Pursuant to the authority contained in Section 591 of the Vehicle Code, Caltrans has determined that within such areas as are within the limits of the project and are open to public traffic, the Consultant shall comply with all of the requirements set forth in Divisions 11, 12, 13, 14, and 15 of the Vehicle Code. The Consultant shall take all reasonably necessary precautions for safe operation of its vehicles and the protection of the traveling public from injury and damage from such vehicles.
- C. The Consultant or Subconsultant(s) must have a Division of Occupational Safety and Health (CAL-OSHA) permit(s) as outlined in California Labor Code Sections 6500 and 6705, prior to the initiation of any practice, work, method, operation, or process related to the construction or excavation of trenches which are five feet or deeper.
- D. Any subagreement, entered into as a result of this Agreement, shall contain all of the provisions of this clause.

XVII. INSURANCE

- A. The Consultant shall furnish to Caltrans Certificates of Insurance for the minimum coverage set forth below. The Consultant shall be fully responsible for all policy deductibles and any self-insured retention. All insurance shall be with an insurance company with an A.M. Best's Financial Strength Rating of A- or better with a Financial Size Category of VI or better.

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B. Required Coverages and Limits:

1. Workers Compensation (statutory) and Employers Liability Insurance:

\$1,000,000 for bodily injury for each accident

\$1,000,000 policy limit for bodily injury by disease

\$1,000,000 for each employee for bodily injury by disease

If there is an exposure of injury to the Consultant's employees under the U.S. Longshoremen's and Harbor Workers' Compensation Act, the Jones Act, or under laws, regulations, or statutes applicable to maritime employees, coverage shall be included for such injuries or claims.

If work is performed on State owned or controlled property the policy shall contain a waiver of subrogation in favor of the State. The waiver of subrogation endorsement shall be provided in addition to the certificate of insurance.

2. Commercial General Liability Insurance with limits no less than:

\$1,000,000 per occurrence

\$2,000,000 products completed operations aggregate

\$2,000,000 general aggregate

The policy's general aggregate shall apply separately to the Consultant's work under this Agreement by evidencing a per project aggregate endorsement separately attached to the certificate of insurance.

The policy shall include coverage for liabilities arising out of premises, operations, independent consultants, products, completed operations, personal & 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

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subject to the Consultant's limit of liability. The policy must include:

Caltrans, State of California, its officers, agents, employees and servants are included as additional insureds, but only with respect to work performed under this Agreement.

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

3. Automobile liability, including owned, non-owned and hired autos, with limits not less than \$1,000,000 combined single limit per accident. The same additional insured designation and endorsement required for general liability is to be provided for this coverage.
4. A \$1,000,000 umbrella or excess liability shall include premises/operations liability, products/completed operations liability, and auto liability coverage. The umbrella or excess policy shall contain a clause stating that it takes effect (drops down) in the event the primary limits are impaired or exhausted.
5. Professional Liability insurance with limits no less than:

\$1,000,000 per claim

\$2,000,000 in the aggregate

The policy's retroactive date must be shown on the certificate and must be before this contract is executed or before the beginning of contract work.

Additionally, the Consultant shall maintain, or make a good faith effort to maintain, the Professional Liability insurance for a period of three (3) years after its performance under this Agreement.

- C. The insurance above shall be maintained in effect at all times during the term of this Agreement. If the insurance expires during the term of the Agreement, a new certificate must be submitted to the Caltrans Contract Manager not less than ten (10) days prior to the expiration of insurance. Failure to maintain the required coverage shall be sufficient grounds for

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Caltrans to terminate this Agreement for cause, in addition to any other remedies Caltrans may have available. Inadequate or lack of insurance does not negate the Consultant's obligations under the Agreement.

- D. The Consultant shall provide to the Caltrans Contract Manager within five (5) business days following receipt by Consultant a copy of any cancellation or non-renewal of insurance required by this Agreement. In the event Consultant fails to keep in effect at all times the specified insurance coverage, Caltrans may, in addition to any other remedies it may have, terminate this Agreement upon the occurrence of such event, subject to the provisions of the Agreement.
- E. Any required endorsements requested by Caltrans must be physically attached to all requested certificates of insurance and not substituted by referring to such coverage on the certificate of insurance.
- F. Any required insurance contained in this Agreement shall be primary and not in excess of or contributory to any other insurance carried by Caltrans.
- G. Caltrans will not be responsible for any premiums or assessments on the policy.
- H. For Agreements with hazardous activities, new certificates of insurance are subject to the approval of DGS, and the Consultant agrees that no work or services shall be performed prior to such approval.
- I. The Consultant shall require all subconsultants to carry insurance based on the cost of the subcontract and the potential risk to Caltrans of the subcontracted work. Notwithstanding any coverage requirements for subconsultants, the Consultant shall be responsible for ensuring sufficient insurance coverage for all work performed under the Agreement, including the work of subconsultants.

XVIII. OWNERSHIP OF PROPRIETARY PROPERTY

For the purposes of this section (Ownership of Proprietary Property) the following definitions shall apply:

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Work: As delineated in Attachment 1 (Scope of Work) of the Agreement.

Work Product: As defined as Deliverable in Attachment 1 (Scope of Work) 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.

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

A. Ownership of Work Product and Rights

1. Ownership of Work Product

All Work Product derived by the Work performed by the Consultant, its employees or by any of the Consultant's Subcontractor's employees under this Agreement, shall be owned by Caltrans and shall be considered works made for hire by the Consultant's Subcontractor 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." For example, a Work Product created in the year 2003 would contain the copyright designation © 2003 California Department of Transportation.

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2. Vesting of Copyright Rights

Consultant, its employees or any of Consultant's Subcontractor's employees agrees to perpetually assign, and upon creation of each Work Product automatically assigns, to Caltrans, its successors and assigns, ownership of all United States and international copyrights in each and every Work Product, insofar as any such Work Product, by operation of law, may not be considered work made for hire by the Consultant's Subcontractor from Caltrans. From time to time upon Caltrans' request, the Consultant's Subcontractor and/or its employees shall confirm such assignments by execution and delivery of such assignments, confirmations or 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. Consultant 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

The Consultant, its employees and any Consultant's Subcontractor hereby agrees 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' property regardless of whether such protection is sought. The Consultant, its employees and Consultant's Subcontractor 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 the Consultant, its employees and Consultant's Subcontractor believes to be new or different. The Consultant, its employees and Consultant's Subcontractor shall, upon Caltrans' request and at Caltrans' expense, cause patent applications to be filed thereon, through solicitors designated by Caltrans, and shall sign all such applications over to Caltrans, its successors, and

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assigns. The Consultant, its employees and Consultant's Subcontractor shall give Caltrans and its solicitors 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 on this Agreement.

2. Agency

In the event that Caltrans is unable for any reason whatsoever to secure the Consultant's, its employees' and/or Consultant's Subcontractor's signature to any lawful or necessary document required or desirable to apply for or prosecute any United States application (including renewals or divisions thereof), Consultant, its employees and Consultant's Subcontractor hereby irrevocably designates and appoints Caltrans and its duly authorized officers and agents, as its agent and attorney-in-fact, to act for and on Consultant, its employees and Consultant's Subcontractor's 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 or patents thereon with the same legal force and effect as if executed by Consultant, its employees and/or Consultant's Subcontractor. Caltrans shall have no obligations to file any copyright, trademark or patent applications.

3. Avoidance of Infringement

In performing services under this Agreement, Consultant and its 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 Consultant or its employees becomes aware of any such possible infringement in the course of performing any Work under this Agreement, Consultant or its employees shall immediately notify Caltrans in writing.

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C. Additional Provisions

Subcontractors

Consultant shall affirmatively bind by contract any of its subcontractors or service vendors (hereinafter "Consultant's Subcontractor") providing services under this Agreement to conform to the provisions of Exhibit D, section XIX. Consultant's Subcontractor shall then provide the signed contract to the Consultant, who shall provide it to the Caltrans Contract Manager prior to the commencement of any work. In performing services under this Agreement, Consultant'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 Consultant's Subcontractor becomes aware of any such possible infringement in the course of performing any Work under this Agreement, Consultant's Subcontractor shall immediately notify the Consultant in writing, Consultant will then immediately notify Caltrans in writing.

XIX. OWNERSHIP OF DATA

- A. 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.
- B. 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.
- C. 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

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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.

- D. Any subagreement in excess of \$25,000.00, entered into as a result of this Agreement, shall contain all of the provisions of this clause.

XX. CLAIMS FILED BY CALTRANS CONSTRUCTION CONTRACTOR

- A. If claims are filed by the Caltrans construction contractor relating to work performed by the Consultant's personnel and additional information or assistance from the Consultant's personnel is required in order to evaluate or defend against such claims, the Consultant agrees to make its personnel available for consultation with Caltrans construction contract administration and legal staff and for testimony, if necessary, at depositions and at trial or arbitration proceedings.
- B. The Consultant's personnel that Caltrans considers essential to assist in defending against construction contractor claims will be made available on reasonable notice from Caltrans. Consultation or testimony will be reimbursed at the same rates, including travel costs, that are being paid for the Consultant's personnel services under this Agreement.
- C. Services of the Consultant's personnel in connection with Caltrans' construction contract claims will be performed pursuant to a written supplement, if necessary, extending the termination date of this Agreement in order to finally resolve the claims.
- D. Any subagreement in excess of \$25,000.00, entered into as a result of this Agreement, shall contain all of the provisions of this clause.

XXI. CONFIDENTIALITY OF DATA

- A. All financial, statistical, personal, technical, or other data and information relative to Caltrans' operations, which is designated confidential by Caltrans and made available to the Consultant in order to

EXHIBIT D
SPECIAL TERMS AND CONDITIONS

carry out this Agreement, shall be protected by the Consultant 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 the Consultant to further disclose such information or disseminate the same on any other occasion.
- C. The Consultant shall not comment publicly to the press or any other media regarding this Agreement or Caltrans' actions on the same, except to Caltrans staff, Consultant's own personnel involved in the performance of this Agreement, at public hearings, or in response to questions from a Legislative committee.
- D. The Consultant 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 the Consultant to any entity, other than Caltrans.
- F. Any subagreement, entered into as a result of this Agreement, shall contain all of the provisions of this clause.

XXII. STANDARD OF CARE

Consultant represents that it possesses all necessary training, licenses, experience, and certifications to perform the Scope of Work, and shall perform all services in accordance with the degree of skill and care ordinarily used by competent practitioners of the same professional discipline under similar circumstances, and localities, taking into consideration the contemporary state of the practice and the project conditions.

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XXIII. EVALUATION OF CONSULTANT

The Consultant's performance will be evaluated by Caltrans. A copy of the evaluation will be sent to the Consultant for comments. The evaluation, together with the comments, shall be retained by Caltrans.

XXIV. STATEMENT OF COMPLIANCE

The Consultant's signature affixed herein and dated shall constitute a certification under penalty of perjury under the laws of the State of California that the Consultant has, unless exempt, complied with the nondiscrimination program requirements of Government Code Section 12990 and Title 2, California Code of Regulations, Section 8103.

XXV. DEBARMENT AND SUSPENSION CERTIFICATION

- A. The Consultant's signature affixed herein shall constitute a certification under penalty of perjury under the laws of the State of California, that the Consultant 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.

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

XXVI. CONFLICT OF INTEREST

- A. During the term of this Agreement, the Consultant shall disclose any financial, business, or other relationship with Caltrans or the California Transportation Commission that may have an impact upon the outcome of this Agreement or any ensuing Caltrans construction project. The Consultant shall also list current clients who may have a financial interest in the outcome of this Agreement or any ensuing Caltrans construction project which will follow.
- B. The Consultant hereby certifies that it does not now have nor shall it acquire any financial or business interest that would conflict with the performance of services under this Agreement.
- C. All consultant personnel are required to complete security and privacy awareness training each year. See <http://itsecurity.dot.ca.gov/training>.
- D. Any subagreement in excess of \$25,000.00, entered into as a result of this Agreement, shall contain all of the provisions of this clause.

XXVII. REBATES, KICKBACKS OR OTHER UNLAWFUL CONSIDERATION

The Consultant 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, Caltrans shall have the right, in its discretion, to terminate this Agreement without liability, to pay only for the value of the work actually performed, or to deduct from this Agreement price or otherwise recover the full amount of such rebate, kickback or other unlawful consideration.

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SPECIAL TERMS AND CONDITIONS

XXVIII. PROHIBITION OF EXPENDING STATE OR FEDERAL FUNDS FOR LOBBYING

- A. The Consultant certifies, to the best of his or her knowledge and belief, that:
1. No State or Federal appropriated funds have been paid or will be paid, by or on behalf of the Consultant, 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.
 2. 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, the Consultant shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.
- B. 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, U.S. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000.00 and not more than \$100,000.00 for each such failure.
- C. The Consultant also agrees by signing this document that he or she shall require that the language of this certification be included in all lower tier subagreements, which exceed \$100,000.00, and that all such subrecipients shall certify and disclose accordingly.

EXHIBIT D
SPECIAL TERMS AND CONDITIONS

XXIX. CONSULTANT CODE OF BUSINESS ETHICS AND CONDUCT (Dec. 2007)

A. Definition

United States, as used in this clause, means the 50 States, the District of Columbia, and outlying areas.

B. Code of Business Ethics and Conduct

1. Within 30 calendar days after contract award, the Consultant shall:

- a. Have a written code of business ethics and conduct; and
- b. Provide a copy of the code to each employee engaged in performance of the contract.

2. The Consultant shall promote compliance with its code of business ethics and conduct.

C. Awareness Program and Internal Control System for Other Than Small Businesses

This paragraph C does not apply if the Consultant has represented itself as a small business concern pursuant to the award of this contract. The Consultant shall establish within 90 days after contract award:

1. An ongoing business ethics and business conduct awareness program; and
2. An internal control system.
 - a. The Consultant's internal control system shall:
 - (1) Facilitate timely discovery of improper conduct in connection with Government contracts; and
 - (2) Ensure corrective measures are promptly instituted and carried out.
 - b. For example, the Consultant's internal control system should provide for:

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- (1) Periodic reviews of company business practices, procedures, policies, and internal controls for compliance with the Consultant's code of business ethics and conduct and the special requirements of Government contracting.
- (2) An internal reporting mechanism, such as a hotline, by which employees may report suspected instances of improper conduct, and instructions that encourage employees to make such reports;
- (3) Internal and/or external audits, as appropriate; and
- (4) Disciplinary action for improper conduct.

D. Subcontracts

The Consultant shall include the substance of this clause, including this paragraph D, in subcontracts, except when the subcontract:

1. Is for the acquisition of a commercial item; or
2. Is performed entirely outside the United States.

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SPECIAL TERMS AND CONDITIONS

STATE OF CALIFORNIA • DEPARTMENT OF TRANSPORTATION

APPENDIX A — FEDERAL FUNDING REQUIREMENTS

I. COMPLIANCE WITH REGULATIONS

The Consultant shall comply with regulations relative to Title VI (nondiscrimination in federally-assisted programs of the Department of Transportation – Title 49 Code of Federal Regulations Part 21 – Effectuation of Title VI of the 1964 Civil Rights Act). Title VI provides that the recipients of federal assistance will implement and maintain a policy of nondiscrimination in which no person in the state of California shall, on the basis of race, color, national origin, religion, sex, age, disability, be excluded from participation in, denied the benefits of or subject to discrimination under any program or activity by the recipients of federal assistance or their assignees and successors in interest.

II. NON-DISCRIMINATION

The Consultant, with regard to the work performed by it during the Agreement shall act in accordance with Title VI. Specifically, the Consultant shall not discriminate on the basis of race, color, national origin, religion, sex, age, or disability in the selection and retention of Subconsultants, including procurement of materials and leases of equipment. The Consultant shall not participate either directly or indirectly in the discrimination prohibited by Section 21.5 of the U.S. DOT's Regulations, including employment practices when the Agreement covers a program whose goal is employment.

III. SOLICITATIONS FOR SUBAGREEMENTS, INCLUDING
PROCUREMENTS OF MATERIALS AND EQUIPMENT

In all solicitations, either by competitive bidding or negotiation made by the Consultant for work to be performed under a subcontract, including procurements of materials or leases of equipment, each potential Subconsultant or supplier shall be notified by the Consultant of the

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Consultant's obligations under this Agreement and the Regulations relative to nondiscrimination on the grounds of race, color, or national origin.

IV. INFORMATION AND REPORTS

The Consultant shall provide all information and reports required by the Regulations, or directives issued pursuant thereto, and shall permit access to its books, records, accounts, other sources of information, and facilities as may be determined by the State Department of Transportation or any duly authorized representative of the Federal Government to be pertinent to ascertain compliance with such regulations or directives. Where any information required of a Consultant is in the exclusive possession of another who fails or refuses to furnish this information, the Consultant shall so certify to the State Department of Transportation, or any duly authorized Federal Agency as appropriate, and shall set forth what efforts it has made to obtain the information.

V. SANCTIONS FOR NONCOMPLIANCE

In the event of the Consultant's noncompliance with the nondiscrimination provisions of this Agreement, the State Department of Transportation shall impose such Agreement sanctions as it or any Federal funding agency may determine to be appropriate, including, but not limited to:

- A. Withholding of payments to the Consultant under the Agreement until the Consultant complies, and/or
- B. Cancellation, termination or suspension of the Agreement, in whole or in part.

VI. INCORPORATION OF PROVISIONS

The Consultant shall include the provisions of paragraphs (1) through (6) in every subagreement, including procurements of materials and leases of equipment, unless exempt by the Regulations or directives issued pursuant thereto. The Consultant will take such action with respect to any Subconsultant procurement as the State Department of Transportation or any

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Federal funding agency may direct as a means of enforcing such provisions including sanctions for noncompliance: Provided, however, that in the event a Consultant becomes involved in, or is threatened with, litigation with a Subconsultant or supplier as a result of such direction, the Consultant may request the State Department of Transportation to enter into such litigation to protect the interest of the State, and, in addition, the Consultant may request the United States to enter into such litigation to protect the interests of the United States.

FM 94 1984M

EXHIBIT E
ADDITIONAL PROVISIONS

- I. DBE INFORMATION AND CONTRACT GOAL REQUIREMENT FOR DBE PARTICIPATION
- A. This Agreement is subject to Title 49, Code of Federal Regulations, Part 26 (49 CFR 26), entitled “Participation by Disadvantaged Business Enterprises (DBEs) in Department of Transportation Financial Assistance Programs,” in the award and administration of federally assisted Agreements. The regulations in their entirety are incorporated by reference and made part of this Agreement as if attached hereto.
 - B. A DBE is a firm that has been certified as a DBE as specified in 49 CFR 26. Only the participation of certified DBEs will count toward any contract goal.
 - C. The contract goal for DBE participation for this Agreement is sixteen percent (16%). Participation by DBE prime and Subconsultants shall be in accordance with the information contained in the Disadvantaged Business Enterprise (DBE) Information form (ADM 0227F A&E) attached hereto and incorporated as part of this Agreement.
 - D. Non-compliance by Consultant or Subconsultant(s) with the requirements of the regulations is a material breach of this Agreement and may result in termination of the Agreement or other such appropriate remedy for a breach of this Agreement, as Caltrans deems appropriate.
 - E. Consultant or subconsultant shall not discriminate on the basis of race color, national origin or sex in the performance of this Agreement. Each subcontract signed by and between Consultant and Subconsultant(s) in the performance of this Agreement must include this assurance.
- II. SUBCONSULTANTS
- A. Consultant shall perform the work contemplated with resources available within its own organization and no portion of the work shall be subcontracted without written authorization by the Caltrans Contract Manager.

EXHIBIT E
ADDITIONAL PROVISIONS

- B. 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 subconsultants.
- C. Any substitution of Subconsultant(s) must be approved in writing by the Caltrans Contract Manager in advance of assigning work to a substitute Subconsultant(s).
- D. Nothing contained in this Agreement or otherwise shall create any contractual relation between the State and any Subconsultant(s), and no subcontract shall relieve Consultant of its responsibilities and obligations hereunder. Consultant agrees to be as fully responsible to the State for the acts and omissions of its Subconsultant(s) 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 Consultant. Consultant's obligation to pay its Subconsultant(s) is an independent obligation from the State's obligation to make payments to Consultant. As a result, the State shall have no obligation to pay or to enforce the payment of any moneys to any subconsultant.

III. PERFORMANCE OF DBE CONSULTANTS AND OTHER DBE
SUBCONSULTANTS/SUPPLIERS

- A. A DBE performs a Commercially Useful Function (CUF) when it is responsible for execution of the work of the Agreement and is carrying out its responsibilities by actually performing, managing, and supervising the work involved. To perform a CUF, the DBE must also be responsible for materials and supplies used on the Agreement, for negotiating price, determining quality and quantity, ordering the material, and installing (where applicable) and paying for the material itself. To determine whether a DBE is performing a CUF, evaluate the amount of work subcontracted, industry practices, whether the amount the firm is to be paid under the Agreement is commensurate with the work it is actually performing, and other relevant factors.
- B. A DBE does not perform a CUF if its role is limited to that of an extra participant in a transaction, Agreement, or project through which funds are passed in order to obtain the appearance of DBE participation. In

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determining whether a DBE is such an extra participant, examine similar transactions, particularly those in which DBEs do not participate.

- C. If a DBE does not perform or exercise responsibility for at least thirty percent (30%) of the total cost of its Agreement with its own work force, or the DBE subcontracts a greater portion of the work of the Agreement than would be expected on the basis of normal industry practice for the type of work involved, presume that it is not performing a CUF.
- D. DBE Subconsultants shall perform the work and supply the materials that they have listed in their response to the Agreement award requirements specified on form ADM 0227F A&E, attached, unless Consultant has received prior written authorization to perform the work with other forces or to obtain the materials from other sources as set forth in the section below entitled "DBE Substitution."
- E. Consultant shall not be entitled to any payment for such work or material unless it is performed or supplied by the listed DBE or by other forces (including those of Consultant) pursuant to prior written authorization of the Caltrans Contract Manager.

IV. EXCLUSION OF RETENTION

- A. In conformance with 49 CFR 26.29 (b) (1), the retention of proceeds required by Public Contract Code (PCC), Section 10261 shall not apply.
- B. In conformance with Public Contract Code (PCC) Section 7200 (b), in subcontracts between Consultant and a Subconsultant and in subcontracts between a Subconsultant and any Subconsultant thereunder, retention proceeds shall not be withheld, and the exceptions provided in PCC Section 7200 (c), shall not apply. At the option of Consultant, Subconsultant(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 of the provisions of this section.

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- V. PAYMENT TO DBE AND NON-DBE SUBCONSULTANT(S)
- A. Consultant shall pay its DBE Subconsultant(s) and non-DBE Subconsultant(s) within ten (10) calendar days from receipt of each payment made to Consultant by the State.
 - B. Prior to the fifteenth of each month, Consultant shall submit documentation to the Caltrans Contract Manager showing the amount paid to DBE trucking companies listed in Consultant's DBE information. This monthly documentation shall indicate the portion of the revenue paid to DBE trucking companies, which is claimed toward DBE participation. Consultant shall also obtain and submit documentation to the Caltrans Contract Manager showing the amount paid by DBE trucking companies to all firms, including owner-operators, for the leasing of trucks. The DBE who leases trucks from a non-DBE is entitled to credit only for the fee or commission it receives as a result of the lease arrangement. The records must confirm that amount of credit claimed toward DBE participation conforms to the requirements of section VIII below entitled, "DBE Substitutions."
 - C. Consultant shall also submit to the Caltrans Contract Manager documentation showing the truck number, name of owner, California Highway Patrol CA number and if applicable, the DBE certification number of the truck owner for all trucks used during that month for which DBE participation will be claimed. This documentation shall be submitted on the Monthly DBE Trucking Verification form provided to Consultant by the Caltrans Contract Manager.
 - D. Consultant shall return all moneys withheld in retention from a Subconsultant within 30 calendar 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 Consultant or Subconsultant in the event of a dispute involving late payment or non-payment to Consultant or deficient subcontract performance or noncompliance by a Subconsultant.

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VI. DBE RECORDS

- A. Consultant shall maintain records of all subcontracts entered into with certified DBE Subconsultant(s) and records of materials purchased from certified DBE supplier(s). The records shall show the name and business address of each DBE Subconsultant or vendor and the total dollar amount actually paid each DBE Subconsultant or vendor, regardless of tier. The records shall show the date of payment and the total dollar figure paid to all firms. DBE (prime) Consultant shall also show the date of work performed by their own forces along with the corresponding dollar value of the work.
- B. The Consultant shall prepare and submit a Disadvantaged Business Enterprises Utilization Report (form ADM-3069), Attachment 5, to the Caltrans Contract Manager with every invoice (refer to Exhibit B, Budget Detail and Payment Provisions).

VII. DBE SUBSTITUTIONS

- A. Consultant may not substitute a listed DBE Subconsultant, supplier or, if applicable, a trucking company, without the prior written approval of the Caltrans Contract Manager. Failure to obtain approval of substitute subconsultants before work is performed, supplies are delivered, or services are rendered may result in payment being denied by Caltrans.
- B. Consultant must make an adequate good faith effort (GFE) to find another certified DBE Subconsultant to substitute for the original DBE Subconsultant. GFE shall be directed at finding another DBE Subconsultant to perform at least the same amount of work under the Agreement as the DBE Subconsultant that was substituted or terminated to the extent needed to meet the contract goal for DBE participation established for the Agreement.
- C. The requirement that DBEs must be certified by the Statement of Qualification due date does not apply to DBE substitutions after award of the Agreement. DBEs substituted after award must be certified at the time of the substitution.

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- D. Consultants shall submit requests for substitution to the Caltrans Contract Manager. Authorization to use other Subconsultants or suppliers may be requested for the following reasons:
1. Listed DBE, after having had a reasonable opportunity to do so, fails or refuses to execute a written Agreement, when such written Agreement, based upon the terms and conditions for this Agreement or on the terms of such Subconsultant's or supplier's written proposal, is presented by Consultant.
 2. Listed DBE becomes bankrupt or insolvent.
 3. Listed DBE fails or refuses to perform subcontract or furnish listed materials.
 4. Consultant stipulated that a bond was a condition of executing subcontract and listed DBE Subconsultant failed or refuses to meet the bond requirements of Consultant.
 5. Work performed by listed Subconsultant is substantially unsatisfactory and is not in substantial conformance with scope of work to be performed, or Subconsultant is substantially delaying or disrupting the progress of work.
 6. When it would be in the best interest of the State.
- E. At a minimum, Consultant's substitution request to the Caltrans Contract Manager must include a:
1. Written explanation of the substitution reason and, if applicable, Consultant must also include the reason a non-DBE Subconsultant is proposed for use.
 2. Written description of the substitute business enterprise, including its business status, DBE certification number, and status as a sole proprietorship, partnership, corporation, or other entity.
 3. Written notice detailing a clearly defined portion of the work identified both as a task and as a percentage share/dollar amount of the overall Agreement that the substitute firm will perform.
- F. Prior to the approval of Consultant's substitution request, the Caltrans Contract Manager must give written notice to the Subconsultant being

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substituted by Consultant. A copy of the notice sent by the Caltrans Contract Manager must be sent to the Division of Procurement and Contracts (DPAC). The notice must do all of the following:

1. Give the reason Consultant is requesting substitution of the listed Subconsultant;
2. Give the listed Subconsultant five working days within which to submit written objections to DPAC and copies to the Caltrans Contract Manager;
3. Notify the Subconsultant that if a written objection is not received or received past the due date, such failure will constitute consent to the substitution; and
4. Be served by certified or registered mail to the last known address of the listed Subconsultant.

The listed Subconsultant, who has been so notified, shall have five working days within which to submit written objections of the substitution to the Caltrans Contract Manager. Failure to submit a written objection shall constitute the listed Subconsultant's consent to the substitution.

- G. If written objections are filed by the listed Subconsultant, DPAC will render a written decision. DPAC shall give written notice of at least five (5) working days to the listed Subconsultant of a hearing by Caltrans on Consultant's request for substitution.

VIII. DBE CERTIFICATION AND DE-CERTIFICATION STATUS

- A. If a DBE Subconsultant is decertified during the life of the Agreement, the decertified Subconsultant shall notify Consultant in writing with the date of decertification. If a Subconsultant becomes a certified DBE during the life of the Agreement, the Subconsultant shall notify Consultant in writing with the date of certification.
- B. Consultant shall report any changes to the Caltrans Contract Manager within 30 days.

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IX. DBE ELIGIBILITY

A. The dollar value of work performed by a DBE is credited/counted toward the goal only after the DBE has been paid.

B. Credit for DBE Prime Consultants

Consultant, if a certified DBE, is eligible to claim all of the work toward the goal except that portion of the work to be performed by non-DBE Subconsultants.

C. Credit for Material or Supplies

Credit for materials or supplies purchased from DBEs will be as follows:

1. If the materials or supplies are obtained from a DBE manufacturer, one hundred percent (100%) of the cost of the materials or supplies will count toward the DBE goal. A DBE manufacturer is a firm that operates or maintains a factory or establishment that produces, on the premises, the materials, supplies, articles, or equipment required under the Agreement and of the general character described by the specifications.
2. If the materials or supplies are purchased from a DBE regular dealer, sixty percent (60%) of the cost of the materials or supplies will count toward the DBE goal. A DBE regular dealer is a firm that owns, operates or maintains a store, warehouse, or other establishment in which the materials, supplies, articles or equipment of the general character described by the specifications and required under the Agreement are bought, kept in stock, and regularly sold or leased to the public in the usual course of business. To be a DBE regular dealer, the firm must be an established, regular business that engages, as its principal business and under its own name, in the purchase and sale or lease of the products in question. A person may be a DBE regular dealer in such bulk items as petroleum products, steel, cement, gravel, stone or asphalt without owning, operating or maintaining a place of business provided in this paragraph.

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3. If the person both owns and operates distribution equipment for the products, any supplementing of regular dealers' own distribution equipment shall be by a long-term lease agreement and not an ad hoc or Agreement by Agreement basis. Packagers, brokers, manufacturers' representatives, or other persons who arrange or expedite transactions are not DBE regular dealers within the meaning of this paragraph.
4. Credit for materials or supplies purchased from a DBE that is neither a manufacturer nor a regular dealer will be limited to the entire amount of fees or commissions charged for assistance in the procurement of the materials and supplies, or fees or transportation charges for the delivery of materials or supplies required on the job site, provided the fees are reasonable and not excessive as compared with fees charged for similar services.

D. Credit for DBE trucking companies will be as follows:

1. The DBE must manage and supervise the entire trucking operation for which it is responsible. There cannot be a contrived arrangement for the purpose of meeting the DBE goal.
2. The DBE must itself own and operate at least one fully licensed, insured and operational truck used on the Agreement.
3. The DBE receives credit for the total value of the transportation services it provides on the Agreement using trucks it owns, insures, and operates using drivers it employs.
4. The DBE may lease trucks from another DBE firm, including an owner-operator who is certified as a DBE. The DBE who leases trucks from another DBE receives credit for the total value of the transportation services the lessee DBE provides on the Agreement.
5. The DBE may also lease trucks from a non-DBE firm, including an owner-operator. The DBE who leases trucks from a non-DBE is entitled to credit only for the fee or commission it receives as a result of the lease arrangement. The DBE does not receive credit for the total

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value of the transportation services provided by the lessee, since these services are not provided by the DBE.

6. For the purposes of this paragraph, a lease must indicate that the DBE has exclusive use and control over the truck. This does not preclude the leased truck from working for others during the term of the lease with the consent of the DBE, as long as the lease gives the DBE absolute priority for use of the leased truck. Leased trucks must display the name and identification number of the DBE.

X. TERMINATION OF DBE

A. In conformance with 49 CFR 26.53 (f) (1) and 26.53 (f) (2):

1. Consultant shall not terminate for convenience a listed DBE Subconsultant and then perform that work with its own forces (personnel), or those of an affiliate, unless Consultant has received prior written authorization from the Caltrans Contract Manager to perform the work with other forces (other than Consultant's own personnel) or to obtain materials from other sources; and
2. If a DBE Subconsultant is terminated or fails to complete its work for any reason, Consultant will be required to make GFE to replace the original DBE Subconsultant with another DBE Subconsultant to the extent needed to meet the Agreement goal.

B. Noncompliance by Consultant with the requirements of this section is considered a material breach of this Agreement and may result in termination of the Agreement or other such appropriate remedies for a breach of this Agreement as Caltrans deems appropriate.

EXHIBIT F
PREVAILING WAGE REQUIREMENTS

I. STATE PREVAILING WAGE RATES

- A. The Consultant shall comply with all of the applicable provisions of the California Labor Code requiring the payment of prevailing wages. The General Prevailing Wage Rate Determinations applicable to work under this Agreement are available and on file with the Department of Transportation's Regional/District Labor Compliance Officer. (http://www.dot.ca.gov/hq/construc/LaborCompliance/LCO_District_Map.pdf). These wage rates are made a specific part of this Agreement by reference pursuant to Labor Code Section 1773.2 and will be applicable to work performed at a construction project site. Prevailing wages will be applicable to all inspection work performed at Caltrans construction sites, at Caltrans facilities and at off-site locations that are set up by the construction contractor or one of its subcontractors solely and specifically to serve Caltrans projects. Prevailing wage requirements do not apply to inspection work performed at the facilities of vendors and commercial materials suppliers that provide goods and services to the general public.
- B. General Prevailing Wage Rate Determinations applicable to this project may also be obtained from the Department of Industrial Relations Internet site at <http://www.dir.ca.gov>.
- C. Payroll Records
1. Each Consultant and Subconsultant shall keep accurate certified payroll records and supporting documents as mandated by Section 1776 of the California Labor Code and as defined in Section 16000 of Title 8 of the California Code of Regulations, showing the name, address, social security number, work classification, straight time and overtime hours worked each day and week, and the actual per diem wages paid to each journeyman, apprentice, worker, or other employee employed by the Consultant or Subconsultant in connection with the public work. Each payroll record shall contain or be verified by a written declaration that it is made under penalty of perjury, stating both of the following:
 - a. The information contained in the payroll record is true and correct.

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- b. The employer has complied with the requirements of Sections 1771, 1811, and 1815 for any work performed by his or her employees on the public works project.
2. The payroll records enumerated under paragraph (1) above shall be certified as correct by the Consultant under penalty of perjury. The payroll records and all supporting documents shall be made available for inspection and copying by Caltrans representatives at all reasonable hours at the principal office of the Consultant. The Consultant shall provide copies of certified payrolls or permit inspection of its records as follows:
 - a. A certified copy of an employee's payroll record shall be made available for inspection or furnished to the employee or the employee's authorized representative on request.
 - b. A certified copy of all payroll records enumerated in paragraph (1) above, shall be made available for inspection or furnished upon request to a representative of Caltrans, the Division of Labor Standards Enforcement and the Division of Apprenticeship Standards of the Department of Industrial Relations. Certified payrolls submitted to Caltrans, the Division of Labor Standards Enforcement and the Division of Apprenticeship Standards shall not be altered or obliterated by the Consultant.
 - c. The public shall not be given access to certified payroll records by the Consultant. The Consultant is required to forward any requests for certified payrolls to the Caltrans Contract Manager by both facsimile and regular mail on the business day following receipt of the request.
3. Each Consultant shall submit a certified copy of the records enumerated in paragraph (1) above, to the entity that requested the records within ten (10) days after receipt of a written request.
4. Any copy of records made available for inspection as copies and furnished upon request to the public or any public agency by Caltrans shall be marked or obliterated in such a manner as to prevent disclosure of each individual's name, address and social security

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number. The name and address of the Consultant awarded the Agreement or performing the Agreement shall not be marked or obliterated.

5. The Consultant shall inform Caltrans of the location of the records enumerated under paragraph (1) above, including the street address, city and county, and shall, within five working days, provide a notice of a change of location and address.
 6. The Consultant or Subconsultant shall have ten (10) days in which to comply subsequent to receipt of written notice requesting the records enumerated in paragraph (1) above. In the event the Consultant or Subconsultant fails to comply within the ten-day period, he or she shall, as a penalty to Caltrans, forfeit twenty-five dollars (\$25) for each calendar day, or portion thereof, for each worker, until strict compliance is effectuated. Such penalties shall be withheld by Caltrans from payments then due. A contractor is not subject to a penalty assessment pursuant to this section due to the failure of a subcontractor to comply with this section.
- D. When prevailing wage rates apply, the Consultant must submit with each invoice a certified copy of the payroll for compliance verification. Invoice payment will not be made until the payroll has been verified and the invoice approved by the Caltrans Contract Manager.

E. Penalty

1. The Consultant and any Subconsultant under the Consultant shall comply with Labor Code Sections 1774 and 1775. Pursuant to Section 1775, the Consultant and any Subconsultant shall forfeit to the State or political subdivision on whose behalf the Agreement is made or awarded a penalty of not more than fifty dollars (\$50.00) for each calendar day, or portion thereof, for each worker paid less than the prevailing rates as determined by the Director of Industrial Relations for the work or craft in which the worker is employed for any public work done under the Agreement by the Consultant or by any Subconsultant under the Consultant in violation of the requirements of the Labor Code and in particular, Labor Code Sections 1770 to 1780, inclusive.

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PREVAILING WAGE REQUIREMENTS

2. The amount of this forfeiture shall be determined by the Labor Commissioner and shall be based on consideration of mistake, inadvertence, or neglect of the Consultant or subconsultant in failing to pay the correct rate of prevailing wages, or the previous record of the Consultant or Subconsultant in meeting their respective prevailing wage obligations, or the willful failure by the Consultant or Subconsultant to pay the correct rates of prevailing wages. A mistake, inadvertence, or neglect in failing to pay the correct rates of prevailing wages is not excusable if the Consultant or Subconsultant had knowledge of the obligations under the Labor Code. The Consultant is responsible for paying the appropriate rate, including any escalations that take place during the term of the Agreement.
3. In addition to the penalty and pursuant to Labor Code Section 1775, the difference between the prevailing wage rates and the amount paid to each worker for each calendar day or portion thereof for which each worker was paid less than the prevailing wage rate shall be paid to each worker by the Consultant or Subconsultant.
4. If a worker employed by a Subconsultant on a public works project is not paid the general prevailing per diem wages by the Subconsultant, the prime Consultant of the project is not liable for the penalties described above unless the prime Consultant had knowledge of that failure of the Subconsultant to pay the specified prevailing rate of wages to those workers or unless the prime Consultant fails to comply with all of the following requirements:
 - a. The Agreement executed between the Consultant and the Subconsultant for the performance of work on public works projects shall include a copy of the requirements in Sections 1771, 1775, 1776, 1777.5, 1813, and 1815 of the Labor Code.
 - b. The Consultant shall monitor the payment of the specified general prevailing rate of per diem wages by the Subconsultant to the employees by periodic review of the certified payroll records of the Subconsultant.
 - c. Upon becoming aware of the Subconsultant's failure to pay the specified prevailing rate of wages to the Subconsultant's workers,

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the Consultant shall diligently take corrective action to halt or rectify the failure, including but not limited to, retaining sufficient funds due the Subconsultant for work performed on the public works project.

- d. Prior to making final payment to the Subconsultant for work performed on the public works project, the Consultant shall obtain an affidavit signed under penalty of perjury from the Subconsultant that the Subconsultant had paid the specified general prevailing rate of per diem wages to the Subconsultant's employees on the public works project and any amounts due pursuant to Section 1813 of the Labor Code.
5. Pursuant to Section 1775 of the Labor Code, Caltrans shall notify the Consultant on a public works project within 15 days of receipt of a complaint that a Subconsultant has failed to pay workers the general prevailing rate of per diem wages.
6. If Caltrans determines that employees of a Subconsultant were not paid the general prevailing rate of per diem wages and if Caltrans did not retain sufficient money under the contract to pay those employees the balance of wages owed under the general prevailing rate of per diem wages, the Consultant shall withhold an amount of moneys due the Subcontractor sufficient to pay those employees the general prevailing rate of per diem wages if requested by Caltrans.

F. Hours of Labor

Eight (8) hours labor constitutes a legal day's work. The Consultant shall forfeit, as a penalty to the State of California, twenty-five dollars (\$25.00) for each worker employed in the execution of the Agreement by the Consultant or any Subconsultant under the Consultant for each calendar day during which such worker is required or permitted to work more than eight (8) hours in any one calendar day and 40 hours in any one calendar week in violation of the provisions of the Labor Code, and in particular Sections 1810 to 1815 thereof, inclusive, except that work performed by employees in excess of eight (8) hours per day, and forty (40) hours during any one week, shall be permitted upon compensation for all hours worked in excess of eight (8) hours per day and forty (40) hours in any week, at

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not less than one and one-half times the basic rate of pay, as provided in Section 1815.

G. Employment of Apprentices

1. Where either the prime contract or the subcontract exceeds \$30,000, the Consultant and any subcontractors under him or her shall comply with all applicable requirements of Labor Code sections 1777.5, 1777.6 and 1777.7 in the employment of apprentices.
2. Contractors and subcontractors are required to comply with all Labor Code requirements regarding the employment of apprentices, including mandatory ratios of journey level to apprentice workers. Prior to commencement of work, Contractors and subcontractors are advised to contact the State Division of Apprenticeship Standards, P. O. Box 420603, San Francisco, California 94142-0603, or one of its branch offices, for additional information regarding the employment of apprentices and for the specific journey-to-apprentice ratios for the contract work. The prime Consultant is responsible for all subcontractors' compliance with these requirements. Penalties are specified in Labor Code Section 1777.7.

H. Any subagreement entered into as a result of this Agreement shall contain all of the provisions of this clause.

II. FEDERAL PREVAILING WAGES

A. The work herein proposed will be financed in whole or in part with Federal funds; therefore, all of the statutes, rules, and regulations promulgated by the Federal government are applicable to work financed in whole or in part with Federal funds and will be applicable to work performed at a construction project site.

B. Federal Requirements

1. Federal Requirements for Federal-Aid Construction Projects provisions shall apply to this Agreement and are made a part of the Agreement.

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2. The current Federal Prevailing Wage Determinations issued under the Davis-Bacon and related Acts shall apply to this Agreement and are made a part of the Agreement.
- C. When prevailing wage rates apply, the Consultant must submit, with each invoice, a certified copy of the payroll for compliance verification. Invoice payment will not be made until the payroll has been verified and the invoice approved by the Caltrans Contract Manager.
- D. If there is any conflict between the State prevailing wages and the Federal prevailing wages, the higher rate shall be paid.
- E. Any subagreement entered into as result of this Agreement shall contain all of the provisions of this clause.

SCOPE OF WORK/DELIVERABLES
PROFESSIONAL LAND SURVEYING SERVICES/ON CALL

I. DESCRIPTION OF REQUIRED SERVICES

The Consultant shall perform professional and technical land surveying services on an on-call, "as needed", basis to support the development, design, construction, and mapping of proposed State transportation facilities including Right of Way Engineering within **Districts 1, 2 and 3**. Specialized surveying is to include, but not limited to, Stationary Terrestrial Laser Scanning (STLS) and processing, Mobile Terrestrial Laser Scanning (MTLS) and processing, Global Navigation Satellite System (GNSS) control and mapping surveys. Additionally, crew augmentation to existing Caltrans survey crews may be needed.

The Caltrans Contract Manager will approve and assign Task Orders to the Consultant, as requested by the Caltrans Task Manager, for specific Land Surveying work. Task Orders are based on the Caltrans Workplan Standards Guide (WSG). The latest Work Breakdown Structure (WBS) is found in the Guide to Project Delivery Workplan Standards, which is available from Caltrans Publication Unit and on the Internet at:

<http://www.dot.ca.gov/hq/projmgmt/guidance.htm>

All revisions to the current version of the WBS shall apply during the life of the resultant Contract.

The WBS activities representing the potential work activities that may be required of the Consultant to be performed for the Contract include, but are not limited to, the following:

WBS CODE	WBS DESCRIPTION
100	PROJECT MANAGEMENT
160.10.45	UTILITY LOCATIONS DETERMINED FOR PRELIMINARY ENGINEERING
160.20	ENGINEERING AND LAND NET SURVEYS
160.20.25	EXISTING RECORDS
160.20.30	LAND NET SURVEYS
160.20.35	LAND NET MAP
160.20.40	RIGHT OF WAY ENGINEERING PRODUCTS
160.20.50	CONTROL SURVEYS
160.20.55	PHOTOGRAMMETRIC MAPS AND PRODUCTS
160.20.60	ENGINEERING SURVEYS

WBS CODE	WBS DESCRIPTION
160.20.65	AS-BUILT CENTERLINE SURVEYS
160.20.70	PAVEMENT SURVEYS
160.30	ENVIRONMENTAL STUDY REQUEST (ESR)
160.30.05	MAPS FOR ESR
160.30.10	SURVEYS AND MAPPING FOR ENVIRONMENTAL STUDIES
185.10	ENGINEERING AND PHOTOGRAMMETRIC SURVEYS
185.10.50	CONTROL SURVEYS
185.10.60	ENGINEERING SURVEYS
185.10.65	AS-BUILT CENTERLINE SURVEYS
185.10.70	PRELIMINARY PAVEMENT SURVEYS
185.20.40	UTILITY LOCATIONS DETERMINED FOR DESIGN
220.35	FIELD LOCATED RIGHT OF WAY
220.35.05	FLAGGED RIGHT OF WAY
220.35.10	STAKED RIGHT OF WAY
255.35	CONSTRUCTION STAKING PACKAGE AND CONTROL
255.35.10	CONSTRUCTION STAKING PACKAGE
255.35.20	PROJECT CONTROL FOR CONSTRUCTION
270.10	CONSTRUCTION STAKING PACKAGE AND CONTROL
270.10.10	CONSTRUCTION STAKING PACKAGE
270.10.20	PROJECT CONTROL FOR CONSTRUCTION
270.15	CONSTRUCTION STAKES
270.15.15	SLOPE STAKES
270.15.25	ROUGH GRADE STAKES
270.15.30	FINAL GRADE STAKES
270.15.35	DRAINAGE AND MINOR STRUCTURE STAKES
270.15.50	MISCELLANEOUS STAKES
270.15.55	PHOTOGRAMMETRIC PRODUCT FOR CONSTRUCTION
270.15.60	GROUND STAKES FOR MAJOR STRUCTURE
270.15.65	SUPERSTRUCTURE STAKES FOR MAJOR STRUCTURE

WBS CODE	WBS DESCRIPTION
285.10	FUNCTIONAL SUPPORT
285.10.05	FIELD SURVEYS FOR CONTRACT CHANGE ORDER
285.10.10	STAKING FOR CONTRACT CHANGE ORDER
300.05	RIGHT OF WAY MONUMENTATION
300.05.05	RIGHT OF WAY MONUMENTATION SURVEY
300.05.10	FILED MONUMENTATION RECORD OF SURVEY

II. SCHEDULE OF PERFORMANCE

1. The period of performance for each Task Order (TO) shall be in accordance with the contract performance period. Services and deliverables identified in a Task Order will be completed and delivered as specified in the Task Order. No Task Order will be written which extends the term beyond the expiration date of the Contract.
2. The Consultant will perform each WBS task requested in the Task Order within the time specified and agreed to. No Task Order will be worked on after the expiration date of the Task Order. Charges above the Task Order limit or on any work performed after the expiration date of the Task Order will not be paid.

III. LOCATION OF WORK

In general, the work shall be performed on State transportation system projects in the following California counties: Del Norte, Humboldt, Mendocino, Lake, Colusa, Yolo, Sacramento, El Dorado, Sutter, Yuba, Nevada, Sierra, Placer, Butte, Siskiyou, Modoc, Trinity, Shasta, Lassen, Tehama, and Plumas. The specific location of the field surveying work to be performed will be stated in each Task Order.

Transportation and subsistence costs to be reimbursed shall be actual costs incurred, but not to exceed the rates stipulated in the Department of Transportation "Caltrans Travel Guide, Consultant/Contractors Travel Policy". The Consultant shall be reimbursed for lodging and miles from the closest Consultant's office or residence; whichever is closest to the location of work.

The following projects are included in the scope of work:

EA	COUNTY/ROUTE & PM	PROJECT DESCRIPTION
01-26200	MEN 101- PM R043.1 / 049.0	Willits Bypass
01-31010	MEN 1 - PM 033.4 / 033.9	Greenwood Creek Bridge
01-43060	HUM 254 - PM 000.8/043.1	Avenue of the Giants- Four Bridges Project
01-40140	MEN 1 – PM 042.4/043.3	Salmon Creek Bridge Replacement
01-43640	DN 101- PM 036.1	Dr. Fine Bridge Replacement
01-46480	HUM 101 – PM 001.1/002.2	STAA Operational Improvement Project
01-47490	MEN 001 – PM 070.5	Repair Storm Damage
01-48860	LAK 20 – PM 008.1/008.6	20/29 Roundabout
01-49830	HUM 299 – PM r005.7/038.6	Rumble to Willow Creek
01-0A040	LAK 175 – PM R024.0/027.5	Lake 175 Middletown Shoulders
02-4C402	SHA 5 / PM 3.8/11.7	Redding to Anderson 6-Lane
02--4F390	LAS 147 / PM 7.5/8.9	Hamilton Branch Roadway Rehab
02-4E890	SHA299 / PM 47.5/48.1	McCandless Gulch Curve Improvement
02-4E650	SIS 96 / PM 52.48/ 88.26	SIS 96 4 Bridges
02-3E730	SIS 5 / PM 68.3/68.3	Hilt OC Replacement Project
03-1A842	ED 89 – PM 008.6/013.8	EIP Route 50 to Cascade Road
03-1A843	ED 89 – PM 0138/018.0	Emerald Bay Storm Water Quality Improvements.
03-1A844	Ed 89 – PM 018.0/024.9	Meeks Bay Storm Water Quality Improvements.
03-2A920	PLA 89 – PM 000.0/T008.5	EIP ED Co. Line to Route 28
03-0E080	YUB 70 - PM 013.6/014.1	E St. Bridge Rehab.
03-0C470	YOL 16 – PM 018.2/031.5	Yolo 16 STIP
03-0E960	ED 50 – PM 067.6/072.9	Diamond Springs Parkway
03-1A731	ED 50 – 067.6/072.9	Gateway To The Tahoe Basin
03-1E490	BUT 32 – 010.7/011.1	SR32 Widening Phase 1

EA	COUNTY/ROUTE & PM	PROJECT DESCRIPTION
03-2E550	ED 50- PM R008.3/R008.8	Ponderosa Road Interchange
03-37611	YUB 70 – PM 000.0/R001.0	Feather River Blvd. I/C
03-3E620	BUT 99 – PM 028.1/029.6	Butte Creek Bridge

The above list is comprehensive but is not an exclusive list of projects. The Consultant may be required to work on projects not listed above.

Caltrans intends to utilize the Contract to complete a specific portion of land surveying and right of way engineering work for each of the projects listed herein with the services detailed in the Scope of Work. In the future, Caltrans may find it necessary to create a separate contract (or contracts) that involve a specific project (or projects) listed herein and includes part of the scope of work contained in the Contract. Unless otherwise required by law or regulation, the Consultant shall not be excluded from competing for the award of the project-specific contract.

IV. STANDARDS AND MANUALS

1. All work shall be performed in accordance with current California Department of Transportation (Caltrans) Manuals and their current revisions.
2. Records of Survey shall comply with the provisions of the California Land Surveyors' Act and the policies of the County Surveyor of the county in which the survey lies.
3. The Caltrans Contract Manager, in cooperation with the Caltrans Task Manager, shall decide all questions which may arise as to the quality or acceptability of deliverables furnished and work performed for the contract. All evaluation will be based on strict adherence to the standards and specifications as outlined by the Caltrans Survey Manual or as specified in the Task Order.
4. Surveys performed by the Consultant shall conform to the requirements of the Land Surveyors Act. "Responsible charge" as defined in the Land Surveyors Act shall reside with a Licensed Land Surveyor or a pre-January 1, 1982 Registered Civil Engineer in the State of California.
5. Collection of data into Caltrans formats shall comply with "Geospatial Positioning Accuracy Standards Part 3: National Standard for Spatial Data Accuracy (NSSDA)" FGDC-STD-007.3-1998 specified by Caltrans. In regard to Geographic Information Systems, the Contract is limited to the collection of geospatial data only.
6. While performing geodetic control surveys under the Contract, the Consultant shall only use control values derived through the National Geodetic Survey's (NGS) National Spatial Reference System (NSRS) for all Task Orders resulting from the Contract. The Consultant shall only use solutions based upon the IGS08 reference frame, IGS08 orbits, NAD 83 (2011) 2010.00 epoch ellipsoid heights, the GEOID12A model, and NGS absolute antenna models (as appropriate). Any network adjustments in the various epochs of the NSRS shall

only be those published by the NGS as defined in sections 8801 through 8819 and 8850 through 8902 of the Public Resources Code and shall be specifically defined by Task Order. In addition to geodetic surveys conducted in accordance with the Caltrans Surveys Manual, the Consultant shall use the standards and specifications as currently published by the NGS as appropriate. Any deviation by the Consultant from the aforementioned procedures shall be defined in writing by the Caltrans Task Manager in the scope of services for the Task Order in question.

7. The Consultant is directed to Caltrans Publications and Distribution Center.

Publications staff can be reached by phone at (916) 263-0865 and are located at:

California Department of Transportation
Publication Distribution Unit
1900 Royal Oaks Drive
Sacramento, CA 95815-3800

8. Manuals and documents that are not available from the Caltrans Publication Distribution Center or are not available from the Caltrans internet website may be requested from the Caltrans Contract Manager and/or Caltrans Task Manager. Caltrans does not guarantee the availability of publications nor its internet web pages.

<http://CALTRANS-opac.ca.gov/publicat.htm>

9. It is the Consultant's responsibility to ensure that all updates and revisions to the following list of manuals, documents and links to the internet sites referenced below and other applicable resources are adhered to, including all updates and revisions. The list is not all-inclusive, but is intended to provide and illustrate referenced material and sources of information for the Consultant.

- CALTRANS Internet Home Webpage

<http://www.dot.ca.gov/>

- CALTRANS Manuals Internet Webpage

<http://www.dot.ca.gov/manuals.htm>

- CALTRANS CADD Users Manual

<http://www.dot.ca.gov/hq/oppd/cadd/usta/caddman/default.htm>

- CALTRANS Safety Manual

http://www.dot.ca.gov/hq/opo/safety/safetymanual_toc.htm

- CALTRANS Surveys Manual

http://www.dot.ca.gov/hq/row/landsurveys/SurveysManual/Manual_TOC.html

10. Additional standards for specific work may be included in the applicable Task Order. Such standards supplement but may not conflict with or modify the standards specified herein.

11. The Consultant represents and warrants that it possesses all necessary training, valid licenses and permits to perform the Scope of Work, and that its performance of the Scope of Work will conform to the standards listed above or if no Standards listed, will conform to the standards of practice of a professional having experience and expertise in performing professional services of like nature and complexity of the Contract's Scope of Work, working on similar, successfully completed projects. If the Consultant is familiar with standards or practices that exceed any standards set forth in the Contract, the Consultant shall inform the Caltrans Contract Manager of the better standard or practice. The Caltrans Contract Manager, in his/her sole discretion, shall decide whether to adopt the recommended standard or practice in performance of the Scope of Work under the Contract.

V. PERSONNEL REQUIREMENTS

1. The Consultant Contract Manager shall coordinate the Conventional Land Surveying Support Services related matters and Consultant's operations under the Contract with the Caltrans Contract Manager.

The Consultant Contract Manager shall have a minimum of five (5) years of responsible experience performing the duties as a Contract Manager for similar Conventional Land Surveying Support Services contracts. The Consultant Contract Manager will be an employee of the prime consultant.

In addition to other specified responsibilities, the Consultant Contract Manager shall be responsible for all matters related to the Consultant's personnel, Subconsultants, Conventional Land Surveying Support Services work, and Consultant's operations, including, but not limited to, the following:

- a. Supervising, reviewing, monitoring, training, and directing the Consultant's personnel.
- b. Managing team of subconsultants.
- c. Assigning qualified personnel to complete the required Task Order work as specified.
- d. Administering personnel actions.
- e. Maintaining project files.
- f. Maintaining quality control of all deliverable products, demonstrating technical excellence, objectivity, and clarity while maintaining project schedules, ensuring product accuracy and identifying critical reviews and milestones.
- g. Developing, organizing, facilitating, and attending scheduled coordination meetings and preparing and distributing meeting minutes.
- h. Managing conflicts.
- i. Overseeing that all safety measures are in place.

- j. Possessing knowledge and familiarity with prevailing wage issues and requirements in State of California.
 - k. Managing overall budget and providing reports to the Caltrans Contract Manager.
 - l. Reviewing invoices for accuracy and completeness before billing Caltrans.
2. Party Chief - Party Chiefs shall fulfill one (1) of the following licensing requirements:
 - a. A Land Surveyor licensed in the State of California.
 - b. A Civil Engineer registered in the State of California prior to January 1, 1982.
 - c. An experienced surveyor who serves as Party Chief under the direction and supervision of a person who fulfills either licensing requirement "a." or "b." above. This direction and supervision shall be provided in a manner and with a span of control and immediacy that enables the supervisor to be in "responsible charge" of the work as defined in the Business and Professions Code, Division 3, Chapter 15 (The Professional Land Surveyors Act).
 3. Instrumentperson - The Instrumentperson reports to the Party Chief and shall be capable of assisting the Party Chief in all required field and office surveying work.
 4. Rodperson – A Rodperson can be used to augment a party that is comprised of at least one (1) Party Chief and one (1) Instrumentperson as the project task workload dictates, and as pre-approved by the Caltrans Task Manager.
 5. Apprentice – A Surveying Apprentice can be used to augment a party that is comprised of at least one (1) Party Chief and one (1) Instrumentperson as the project task workload dictates, and as pre-approved by the Caltrans Task Manager.
 6. The Consultant shall have access to personnel with demonstrated expertise and experience in the fields of Geographic Information Systems (GIS), and geodetic survey control.
 7. Minimum Requirements for Survey Party Membership - Unless otherwise specified in the Task Order, each survey party shall typically consist of one (1) Party Chief and one (1) Instrumentperson, depending on the nature of work. Additional party members may be required for safety or operational need. Additional party members shall be pre-approved by the Caltrans Task Manager. In addition:
 - a. Each Party Chief shall be knowledgeable and experienced in the following:
 - Plane and geodetic surveys.
 - Equipment used in surveying for transportation facilities.
 - Computers, pertinent software, and their applications.
 - Principles of effective communication and supervision.
 - A Supervisor's role in safety matters.

- Use of the Global Navigation Satellite System (GNSS) as it pertains to land surveying where applicable.
 - Mobile Terrestrial Laser Scanning (MTLS) for specialized surveying where applicable.
- b. With survey parties comprised of three (3) or more individuals, at least one (1) Instrumentperson on the survey party shall be capable of assuming temporary leadership of the survey party.
 - c. For survey parties of two (2) individuals, no member of the survey party shall have less than one (1) year of surveying experience.
8. After Caltrans' approval of the Consultant's staff proposal and finalization of the Task Order, the Consultant may not add or substitute staff without the Caltrans Contract Manager's prior approval. The Consultant is required to submit a written request and obtain prior approval from the Caltrans Contract Manager for any substitutions or alternations to the Consultant's originally proposed staff and project organization, as depicted on the Consultant's Organization Chart as submitted in the Statement of Qualifications (SOQ).
 9. The responsible surveyor signing the reports and documents or any other deliverable requiring the signature of a surveyor registered in California shall be currently licensed and employed by the Consultant or subconsultants at the time of the deliverable submittal and through Caltrans' review and acceptance process.
 10. Any product or deliverable not fully approved by Caltrans, bearing the signature of the surveyor no longer employed by the Consultant or subconsultants shall be replaced by another product or deliverable bearing the signature of a qualified replacement surveyor. In such an eventuality, no additional time and/or cost will be allowed to the Consultant without prior written approval from the Caltrans Contract Manager.
 11. All Consultant work shall be conducted under the direction of the Consultant Contract Manager who is appropriately experienced. Reports and deliverables requiring the surveyor's signature shall be produced by the Consultant's staff having appropriate experience and signed by a licensed land surveyor in the State of California or a pre-January 1, 1982 Registered Civil Engineer currently licensed in the State of California.
 12. The Consultant shall provide Caltrans a cost estimate for each Task Order by the Classification titles of employees.
 13. When a complete survey crew is not necessary and the Consultant is tasked with providing staff to augment Caltrans' crew, the specific classification requested shall conform to the above requirements.

VI. TASK ORDER

1. Specific projects will be assigned to the Consultant through issuance of Task Orders. See sample Task Order format, Attachment 3, of the Contract.

2. After a project to be performed under the Contract is identified by Caltrans, Caltrans will prepare a draft Task Order. The draft Task Order will identify the scope of services, expected results, project deliverables, period of performance, project schedule and will designate a Caltrans Task Order Manager. The draft Task Order will be delivered to the Consultant for review. The Consultant shall return the draft Task Order within no more than ten (10) calendar days along with a cost estimate including a written estimate of the number of hours per staff person, any anticipated reimbursable expenses, and total dollar amount. The Consultant agrees that each cost estimate shall be the product of a good faith effort exercise of engineering judgment. After agreement has been reached on the negotiable items, the finalized Task Order shall be signed by both Caltrans and the Consultant. If Caltrans and Consultant are unable to reach agreement, Caltrans may terminate the Contract in accordance with the provisions of Exhibit D, entitled "Termination."
3. Task Orders may be negotiated for a Firm Fixed Price or for specific rates of compensation, both of which must be based on the labor and other rates set forth in the Consultant's Cost Proposal, Attachment 2, of the Contract.
4. Specific work will be assigned by the Caltrans Contract Manager to the Consultant through issuance of Task Orders describing in detail the services to be performed. Caltrans Contract Manager has the sole authority and responsibility to make amendments and revisions to the scope, schedule, cost or deliverables in a Task Order.
5. Prior to commencing any item of work, a written Task Order shall be prepared for the specific work to be accomplished. Each Task Order shall be agreed to and signed by the Consultant Contract Manager and Caltrans Functional Manager and Contract Manager.
6. The Consultant shall only perform work that is authorized and described in a written Task Order that is signed by both Caltrans and the Consultant.
7. The Consultant shall maintain a complete project file for each Task Order performed under the Contract. This file shall be made available to the Caltrans Contract Manager or designees during normal work hours and shall be transferred to Caltrans upon completion of work under the Task Order.
8. Caltrans will identify all work to be performed under the Contract through preparation of a draft Task Order, less the cost estimate. The draft Task Order will identify (with specificity):
 - a. purpose or goal of the Task Order
 - b. scope of services
 - c. description of the work to be performed and the project deliverables
 - d. performance criteria for the work (which demonstrates that the project deliverables satisfy the purpose or goal of the Task Order)
 - e. the Task Order term, dates of service or project schedule, and/or due dates
 - f. and sufficient data to tie the Task Order to the Contract, including:

- i. Contract number
 - ii. Task Order number
 - iii. Name of the Caltrans Contract Manager
 - iv. Name of Requester
 - v. Date of Request
 - vi. Date Service Required
 - vii. Cost Estimate
9. Upon receipt of the Task Order, the Consultant shall review the Task Order and prepare a written estimate of the number of hours per staff person, the anticipated reimbursable expenses, and the total dollar amount. The Consultant shall return the draft Task Order to Caltrans within no more than ten (10) calendar days) after receipt.
10. The cost estimate shall be in the format prescribed in the draft Task Order. The Consultant will provide a good-faith cost estimate using professional judgment. Provided agreement is reached on the negotiable items, the finalized Task Order shall be signed by both Caltrans and the Consultant. If Caltrans and Contractor are unable to reach agreement, the work described in the draft Task Order shall not be performed by Consultant and Caltrans shall not pay for any work described in the Task Order.
11. A Task Order is of no force or effect until returned to Caltrans and signed by an authorized representative of Caltrans. No expenditures are authorized on a project and work shall not commence until a Task Order for that project has been executed by Caltrans.
12. The Consultant shall not commence performance of work or services on a Task Order until it has been approved by Caltrans and notification to proceed has been issued by the Caltrans Contract Manager. No payment will be made for any work performed prior to approval or after the period of performance of the Task Order.
13. If the Consultant fails to satisfactorily complete a deliverable according to the schedule set forth in a Task Order, no payment will be made until the deliverable has been satisfactorily completed.
14. The period of performance for Task Orders shall be in accordance with dates specified in the Task Order. No Task Order will be written which extends beyond the expiration date of the Contract.
15. The total amount payable by Caltrans for an individual Task Order shall not exceed the amount agreed to in the Task Order. Task Orders and/or Task Order Revisions require written approval by the Consultant and Caltrans.
16. If applicable, when a subsequent contract for the same or similar scope of work is executed within three (3) months prior to the termination of the Contract, no additional Task Orders shall be executed under the Contract upon the effective date of the subsequent contract.
17. Task Orders may not be used to amend the Contract and may not exceed the scope of work under the Contract.

18. The following shall apply to negotiated Task Orders:

- a. Transportation and subsistence costs to be reimbursed shall be the actual costs incurred, but not to exceed the rates stipulated in the Department of Transportation "Caltrans Travel Guide, Consultant/contractors Travel Policy".
See: <http://www.dot.ca.gov/hq/asc/travel/consultant.htm>
- b. The Consultant employee's headquarters and/or primary residence as defined in the Caltrans Travel Guide will be established in the Task Order.

VII. AVAILABILITY AND WORK HOURS

1. The Consultant shall begin the required surveying work within three (3) working days after receiving a fully executed Task Order. Once the work begins, the work shall be prosecuted diligently until all required work has been completed satisfactorily.
2. Surveying work shall not be performed when conditions prevent a safe and efficient operation.
3. Unless otherwise specified in the Task Order or directed by the Caltrans Contract Manager, the normal workweek shall consist of 40 hours. Field surveyors will either work a 5 day, 8 hour schedule or a 4 day, 10 hour schedule to match Caltrans' operational needs as specified in the individual Task Order.
4. Field survey crews shall work full (8 or 10 hour) shifts at the project site.
5. Overtime may be required. However, overtime shall be worked only when directed in writing by the Caltrans Contract Manager, in advance, or specifically required by the Task Order. Electronic mail may be used to grant approval.

VIII. ORIENTATION PROVIDED BY CALTRANS

Caltrans shall provide orientation for each Task Order as it deems necessary. The orientation shall consist of instructions on Caltrans' procedures, practices, and requirements for the specific survey work to be performed. The Consultant shall perform the survey work in conformance with the orientation instructions, in addition to the requirements specified herein and in the Task Order.

IX. QUALITY ASSURANCE REQUIREMENTS

The Consultant must demonstrate that a quality assurance program is in place and is suitable to ensure that Caltrans receives accurate, quality deliverables. Caltrans' role will be limited to monitoring the Consultant's quality assurance program. Quality assurance will be required for Caltrans produced data or data produced by another Consultant.

X. EQUIPMENT REQUIREMENTS

1. Office Equipment and Supplies - The Consultant shall have adequate office equipment and supplies to complete the required surveying and right of way engineering work. Such equipment and supplies shall include, but not be limited to, the following:
 - a. Computers, printers, plotters, and calculators.
 - b. Data processing systems, including the most current version of software, for:
 - Reducing survey data.
 - Performing network adjustments for vertical and horizontal control surveys (StarNET v7.0, Trimble Business Center v2.92 (32-bit) or 3.02 (64-bit), GrafNav v8.4).
 - Processing digital terrain models in a format which can be imported to Caltrans' approved roadway design format (CAiCE v10.0).
 - Coordinating geometry calculations (COGO). This software shall use/create coordinate geometry databases, naming and coding conventions in Caltrans' approved formats (currently ".tss" format).
 - Formatting survey data and digital terrain models to the formats used by Caltrans' computerized survey and design systems.
 - Formatting collected and compiled data to the formats used by Caltrans' information systems.
 - Additional compensation will not be allowed or provided for any conversion to Caltrans' approved format.
 - Failure to provide deliverables in the appropriate format will be considered failure to complete work and no compensation will be provided until the deliverables are received in the correct version.
 - c. Computer Aided Drafting and Designing (CADD) equipment and software capable of producing surveying maps, drawings, documents and integrated data products in Caltrans' approved formats (Bentley MicroStation V8i, Autodesk Civil 3D v2012, and ESRI ArcGIS 10.1).
2. Field Equipment and Supplies - The Consultant shall have adequate field equipment, all appropriate personal safety gear (See Section XII. "SURVEY SAFETY" below) and supplies to complete the required field surveying work. The equipment and supplies for each survey party shall include, but not be limited to, the following:
 - a. One (1) primary survey vehicle. The vehicle shall be fully equipped with all necessary tools, safety equipment, instruments, and supplies required for the efficient operation of a survey party. In cases where required for safety or crews larger than two (2)

surveyors, a secondary vehicle may be required. Each vehicle shall have an overhead flashing amber light and be suitable for the terrain conditions of the project sites and the work to be performed, as further stipulated in the Task Order.

- b. Photo target templates for painting Caltrans standard targets, if required by the specific Task Order.
- c. An electronic calculator or portable computer.
- d. Hand tools as appropriate for the requested survey work, including, but not limited to: tool belt with tool pouches; hammer; plumb bob; tape measure; hand level; chisel; and assorted nails.
- e. A minimum of 25 traffic cones (28 inches minimum height).
- f. Traffic control devices (including signs, sign bases, flags, and hand held signs) as required to perform the requested survey work. Traffic control devices shall be utilized in accordance with current Caltrans' policy, procedure, manuals, and standard plans.
- g. Leveling instruments and equipment:
 - Automatic level or electronic bar code level capable of achieving the precision stated in Caltrans' Survey Manual.
 - Suitable leveling rods for the work to be performed.
- h. A Total Station Survey System consisting of:
 - An electronic angle measuring instrument that has a manufacturer's listed accuracy for the direct circle reading of the horizontal and vertical angles of 3 seconds or better.
 - An electronic distance measuring instrument that has a manufacturer's listed accuracy of 5 millimeters plus/minus 3 ppm or better.
 - An electronic data collector capable of running data collection and stakeout software.
 - Prior to the commencement of the first Task Order for construction staking or topographic surveys, the Consultant shall have a data collector compatible and interchangeable with Caltrans' standard Trimble Data collector.
 - Total station survey system shall be capable of producing reports sufficient for Quality Assurance purposes.
- i. Real Time Kinematic (RTK) Global Navigation Satellite System (GNSS) consisting of:
 - GNSS receivers and antennas suitable for the specific survey as specified in the Caltrans Survey Manual.
 - Fixed-height rods as specified in Caltrans Survey Manual.
 - Real Time Kinematic (RTK) or Real Time Network (RTN) GNSS system.

3. Specialized Surveying Equipment - The Consultant shall have adequate specialized surveying equipment and supplies to complete the required specialized surveying work. The equipment and supplies for Specialized Surveying shall include, but not be limited to, the following:
 - a. Global Navigation Satellite System (GNSS) equipment consisting of:
 - i. GNSS receivers and antennas suitable for the specific geodetic control survey as specified in the Caltrans Survey Manual.
 - ii. Fixed-height tripods as specified in Caltrans Survey Manual.
 - b. Stationary Terrestrial Laser Scanning (STLS) equipment suitable for the specific survey as specified in the Caltrans Survey Manual.
 - c. Mobile Terrestrial Laser Scanning (MTLS) equipment suitable for the specific survey as specified in the Caltrans Survey Manual.
4. When the Consultant is tasked with providing staff to augment Caltrans crews, the Task Order shall stipulate the required equipment. The Consultant shall provide all augmentation staff Personal Protective Equipment that shall comply with the Caltrans Safety Manual, and Field equipment and supplies listed in item “2. Field Equipment and Supplies”, “d.” above, which are considered “tools of the trade”.
5. The Consultant may claim reimbursement for providing equipment or supplies. However, such claimed costs must be in compliance with 48 Code of Federal Regulation, Chapter 1, Part 31 (Federal Acquisition Regulation - FAR cost principles) and be consistent with the Consultant's company-wide allocation policies and charging practices with all clients including the federal government, state governments, local agencies and private clients.

XI. DATUM REQUIREMENTS

1. Caltrans shall designate the existing horizontal and vertical control monuments that are to be the basis of Consultant performed surveys and mapping. Caltrans shall provide the California Coordinate System (CCS) values for the horizontal control monuments and the elevation values for the vertical monuments. All bearings and distances shall be on the California Coordinate System as based on the primary control furnished to the Consultant. The Consultant shall adjust the Consultant performed surveys utilizing the designated control monument values. No other survey control shall be used by the Consultant under any circumstances.
2. All maps and deeds prepared by the Consultant shall conform to the STATEWIDE SYSTEM OF PLANE COORDINATES, Sections 8801 through 8819 of the Public Resources Code. Distances and bearings shown shall be grid and the maps and documents shall show the appropriate datum, epoch, and combination factor necessary for surface conversion.

3. The Task Order will designate which epoch of the California Coordinate System is to be used for horizontal coordinate values. Generally horizontal coordinates shall be CCS83 (2011) 2010.00 or CCS83 (2011) 2011.00.
4. The Task Order will designate the vertical datum to be used for elevations. Generally vertical datum shall be the North American Vertical Datum of 1988 (NAVD 88).

XII. SURVEY SAFETY

In addition to the requirements specified elsewhere in the Contract, the following also shall apply:

1. The Consultant shall conform to the safety provisions of Caltrans Surveys Manual.
2. All Consultant personnel reporting to work under the Contract shall be required to perform work in a competent, safe and professional manner. Caltrans is committed to providing a safe work place for all employees and the public. Should a Consultant employee exhibit problematic or unacceptable behavior, or not perform required services in a competent manner, the Consultant shall remove and replace that employee with a competent and qualified individual.
3. The Task Order may stipulate that the Consultant provides Traffic Control planning and services. All such plans and services shall meet all applicable Caltrans Safety Standards and District addendum. (See Section XIII - "TRAFFIC CONTROL").
4. The Consultant's surveying personnel shall wear white hard hats, eye protection, and approved safety vests at all times while working in the field.
5. The Consultant shall provide appropriate safety training for all Consultant field personnel, including training required for surveying on and near highways.
6. The Consultant shall provide all safety equipment.

XIII. TRAFFIC CONTROL

When required to safely complete the required field survey work, the Consultant shall establish and maintain traffic control, including lane closures, in accordance with Caltrans Standards Plans and Safety Manual and the requirements herein. Personnel performing traffic control work shall be experienced in such work. Before closing any traffic lanes, approval shall be obtained through the Caltrans Task Manager. Traffic Control and Lane Closures must be coordinated with the Caltrans Task Manager, the Caltrans Traffic Manager, and the Caltrans Maintenance Office, with all necessary approvals.

The executed Caltrans contract and each executed Task Order constitute the encroachment permit for the Consultant to work on State Right of Way for project(s) listed on the Task Order. The Consultant shall possess a copy of each of these permits prior to performing work within the State Right of Way.

XIV. MONUMENT MARKINGS

Monuments established by the Consultant shall be marked by the Consultant with Caltrans-furnished disks, plugs, or tags. In addition, the Consultant shall identify Caltrans-furnished monuments by tagging or stamping the monuments with the license or registration number of the Consultant's surveyor who is in "responsible charge" of the work.

XV. DELIVERABLES

The Consultant may be required to produce the deliverables specified in the Task Order, including cross sections. An alignment will normally be provided by Caltrans in a CAiCE format. Delivery will be X, Y, Z, and point code files as specified in individual Task Orders.

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

1. All maps shall be submitted in both hardcopy and electronic files in Caltrans approved format.
2. Survey point files shall conform to Caltrans ".tss" file format and topo codes as described in the Caltrans Data Collector (CTDC) manual.
3. If required by the specific Task Order, GIS data products shall be submitted in the Caltrans approved format (ESRI ArcGIS 10.1).
4. Deeds and other written documents shall be submitted in both hardcopy and electronic files in the Caltrans approved format (Microsoft Office suite of software).
5. Survey points, lines, and monuments shall be established, marked, identified and referenced, as required by the Task Order and the requirements herein.
6. Survey notes, drawings, calculations and other survey documents and information shall be completed as required by the Task Order and the requirements herein in the Caltrans approved format. Survey notes shall be submitted in both paper hardcopy and .pdf format.
7. All original survey documents resulting from the Contract (including original field notes, data collector raw files, edits to field data, adjustment calculations, final results, and appropriate intermediate documents) shall be delivered to Caltrans and shall become the property of Caltrans. The Consultant shall retain a copy of all survey documents furnished to Caltrans. When the survey is performed with a Total Station Survey System, the original field notes shall be a .pdf format listing of the data (observations) as originally collected and submitted by the survey party. The observations shall be included in the report signed by the person in "responsible charge" of the survey.
8. The final results of all surveys shall be delivered to Caltrans in the formats specified below:
 - a. The HORIZONTAL CONTROL shall be submitted in an electronic file in a Caltrans designated format. The electronic medium shall be consistent with the Caltrans computerized system. Also, an alpha/numeric hard copy point listing with adjusted California Coordinate System Northings and Eastings and appropriate descriptions shall be submitted.

- b. The VERTICAL CONTROL shall be submitted in an electronic file in a Caltrans designated format. The electronic medium shall be consistent with the Caltrans computerized system. Also, an alpha/numeric hard copy benchmark listing with adjusted elevations and appropriate descriptions shall be submitted.
- c. The TOPOGRAPHIC DATA shall be submitted in electronic files in Caltrans designated formats, generally Caltrans “.tss” format. The electronic medium shall be consistent with the Caltrans computerized system (CAiCE). Also, hard copy drawings and an alpha/numeric hard copy listing shall be submitted.

XVI. CONSULTANT REPORTS AND/OR MEETINGS

1. The Consultant shall submit progress reports at the frequency set forth in the Task Order, and not less than once a month. The report should be sufficiently detailed for the Caltrans Contract Manager to determine if the Consultant is performing to expectations and is on schedule, to provide communication of interim findings and to afford occasions for airing difficulties or special problems encountered so remedies can be developed. Separate detail shall be provided for each on-going Task Order.
2. Progress reports shall identify the total number of hours worked by the Consultants and Subconsultants’ personnel by use of the Caltrans WBS level element(s). The WBS is included in the Guide to Project Delivery Workplan Standards, which can be found at <http://www.dot.ca.gov/hq/projmgmt/guidance.htm>.
3. The Consultant Contract Manager shall meet with the Caltrans Contract Manager as needed to discuss progress on the Agreement.

XVII. MATERIALS TO BE PROVIDED BY CALTRANS

Caltrans shall provide the Consultant materials necessary to complete a Task Order. The Consultant shall execute the specific work described in the Task Order based on the material supplied. When deemed applicable by Caltrans, the following materials will be provided to the Consultant:

1. Relevant and existing right of way record data, if any, within the project limits.
2. Relevant and existing survey maps, control, and data as available.
3. Relevant and existing topographic and planimetric maps of the project area, if available.
4. Project limits.
5. Monument disks, plugs, tags, and marker posts.

XVIII. MATERIALS TO BE PROVIDED BY CONSULTANT

Unless otherwise specified herein or in the Task Order, the Consultant shall provide all materials to complete the required work. The Consultant will obtain all permits, if required, for any surveying work to be performed if a “turn-key” complete crew is required.

XIX. MONITORING, REPORTING AND REVIEW PROCEDURE

The Caltrans Contract Manager, or designee, shall have the right to monitor and review the progress and/or processes of the Consultant.

The Consultant shall meet with the Caltrans Task Manager when deemed necessary to review procedures and progress.

1. The survey party chief for each Consultant's survey party shall prepare a daily "Survey Party Report". The report shall be completed daily at the end of the day's work.
2. The office squad leader for each Consultant's office squad shall prepare a weekly "Office Survey Report". The report shall be completed weekly at the end of the week's work.
3. The Consultant shall provide a monthly Task Order Summary Report detailing all work performed under each Task Order. This report should coincide with the dates covered by the monthly invoice period of performance. The report should be included with the invoice submittal.

XX. PRODUCT APPROVAL AND PAYMENT

1. All deliverables, survey data, maps, and documents produced by the Consultant as specified by the Task Order shall be subject to the approval and acceptance by the Caltrans Task Manager and the Caltrans Contract Manager.
2. In the event of non-acceptance due to errors, omissions or non-compliance with Caltrans' Manuals and their current revisions, the Consultant shall remedy the errors, omissions, or non-compliance at no cost to Caltrans.
3. Work that does not conform to the requirements specified herein and the applicable Task Order will be rejected and not be paid.