

STATE OF CALIFORNIA
STANDARD AGREEMENT

Department Of Transportation

STD 213 (rev 9/01)

Division Of Procurement And Contracts (DPAC) A&E Boiler Revision Date 07/20/07

AGREEMENT NUMBER 04A2968	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 "the Department")

CONSULTANT'S NAME

HNTB Corporation (Hereinafter referred to as "the Consultant")

2. The term of this Agreement is from March 5, 2008 through June 30, 2015.

3. The maximum amount of this Agreement is: **\$24,443,940.00**
 Twenty Four Million Four Hundred Forty Three Thousand Nine Hundred Forty 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	4 Pages
Exhibit B – Budget Detail And Payment Provisions	5 Pages
Exhibit C – General Terms And Conditions 307 (GTC 307)	1 Page
Exhibit D – Special Terms And Conditions	19 Pages
Exhibit E – Additional Provisions	3 Pages
Attachment 1 – Scope of Work and Deliverables	6 Pages
Attachment 2 – Cost Proposal	79 Pages
Attachment 3 – Sample Task Order Format	5 Pages
Attachment 4 – Documentation of Disabled Veteran Business Enterprise Program Requirements (STD 840)	1 Page

Item shown with an Asterisk (*) is hereby incorporated by reference and made part of this Agreement as if attached hereto.

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

CONTRACTOR (herein referred to as "the Consultant")

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

HNTB Corporation

BY (Authorized Signature)

William R. Hughes

DATE SIGNED (Do not type)

2/26/08

PRINTED NAME AND TITLE OF PERSON SIGNING

WILLIAM R. HUGHES, VICE PRESIDENT

ADDRESS

1330 Broadway, Suite 1630, Oakland, CA 94612

STATE OF CALIFORNIA

AGENCY NAME

Department of Transportation

BY (Authorized Signature)

Megan Rettke

DATE SIGNED (Do not type)

2/29/08

PRINTED NAME AND TITLE OF PERSON SIGNING

Megan Rettke, Deputy Chief

ADDRESS

Division of Procurement and Contracts, MS 65
 1727 30th Street
 Sacramento, CA 95816

California Department of General Services
 Use Only

Exempt per: PCC 10430(d)

EXHIBIT A
 SCOPE OF WORK AND DELIVERABLES

I. SCOPE OF WORK

The Consultant will provide "On Call" independent quality assurance services for Project/Program Management Services in support of the Toll Bridge Program.

- A. The work to be performed under this Agreement is described in Attachment 1.
- B. The services shall be performed in Alameda and San Francisco counties.
- C. This Agreement will commence on the start date March 5, 2008 as presented herein or upon approval by the Department, whichever is later and no work shall begin before that time. This Agreement is of no effect unless approved by the Department. The Consultant shall not receive payment for work performed prior to approval of the Agreement and before receipt of notice to proceed by the Department's Contract Manager. This Agreement shall expire on June 30, 2015. The services shall be provided during working hours, Monday through Friday, and on weekends and holidays when required. The parties may amend this agreement as permitted by law.
- D. All inquiries during the term of this Agreement will be directed to the project representatives identified below:

THE DEPARTMENT	THE CONSULTANT
Contract Manager: Prakash Sivagnanasunda	Project Manager: Elizabeth Wiecha
District/Division: Office of Consultant Services, MS 7B	Office/Branch:
Address: 111 Grand Ave Oakland, CA 94612-3717	Address: 1330 Broadway, Suite 1630 Oakland, CA 94612
Phone: 510-286-6114	Phone: 510-587-8678
Fax: 510-622-0198	Fax: 510-208-4595
e-mail: prakash_sivagnanasunda@dot.ca.gov	e-mail: ewiecha@HNTB.com

EXHIBIT A
SCOPE OF WORK AND DELIVERABLES

E. Work Guarantee

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

F. 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..
2. In the event the Consultant fails to keep in effect at all times all required license(s) and permit(s), the Department 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 the Department, the Department will prepare a draft Task Order, less the cost estimate. The draft Task Order will identify the scope of services, expected results, project deliverables, period of performance, project schedule and will designate a Department of Transportation 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 the Department and the Consultant. If the Department and Consultant are unable to reach agreement, the Department may terminate this

EXHIBIT A
SCOPE OF WORK AND DELIVERABLES

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 the Department and signed by an authorized representative of the Department. No expenditures are authorized on a project and work shall not commence until a Task Order for that project has been executed by the Department.
- E. 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 Department's Contract Manager, nor will any payment be made for work performed after the expiration date of this Agreement.
- 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 the Department 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 the Department.

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 Department's 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

EXHIBIT A
SCOPE OF WORK AND DELIVERABLES

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 Department of Transportation's Work Breakdown Structure (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>.
- C. The Consultant's Project Manager shall meet with the Department's 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 the Department 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. The Department has the option to terminate the Agreement under the 30-day cancellation clause.

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, overhead, and fee. These rates are not adjustable for the performance period set forth in this Agreement.
- B. In addition, the Consultant will be reimbursed for direct costs, other than salary costs, that are identified in an executed Task Order.
- C. 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/ch12.htm>.

EXHIBIT B
BUDGET DETAIL AND PAYMENT PROVISIONS

- D. 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, the Department 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 the Department 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.
- E. 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 Department's Contract Manager, nor will any payment be made for work performed after the expiration date of this Agreement.
- F. The Consultant will be reimbursed in arrears for services satisfactorily rendered and approved by the Department's Contract Manager, as promptly as fiscal procedures will permit upon receipt by the Department's Contract Manager of itemized invoices in triplicate. Separate invoices itemizing all costs are required for all work performed under each Task Order.
- G. Invoices shall be submitted showing the 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

EXHIBIT B
BUDGET DETAIL AND PAYMENT PROVISIONS

services and products. 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>. Incomplete invoices shall be returned unpaid to the Consultant for correction. The Department shall not pay disputed portions of invoices.

- H. 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 the Department must be reimbursed by the Consultant prior to the expiration or termination of this Agreement. Invoices shall be mailed to the Department's Contract Manager or Consultant Service Unit at the following address:

DEPARTMENT OF TRANSPORTATION
Prakash Sivagnanasunda, Contract Manager
Office of Consultant Services, MS 7B
111 Grand Ave
Oakland, CA 94612-3717

- I. Payment will be made in accordance with, and within the time specified in, Government Code Chapter 4.5, commencing with Section 927.
- J. The total amount payable by the Department, for all Task Orders resulting from this Agreement, shall not exceed \$24,443,940.00. It is understood and agreed that this total is an estimate, and that the actual amount of work requested by the Department 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.
- K. 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.

EXHIBIT B
BUDGET DETAIL AND PAYMENT PROVISIONS

- L. Attachment 2, Cost Proposal, is subject to a post award audit. After any post award audit recommendations are received, Attachment 2 shall be adjusted by the Consultant and approved by the Department's Contract Manager to conform to the audit recommendations. The Consultant agrees that individual items of cost identified in the audit report may be incorporated into the Agreement at the Department's sole discretion. Refusal by the Consultant to incorporate the interim audit or post award recommendations will be considered a breach of the Agreement terms and cause for termination of the Agreement.
- M. 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.

III. COST PRINCIPLES

- A. The Consultant agrees that the Contract Cost Principles and Procedures, 48 CFR, Federal Acquisition Regulations System, Chapter 1, Part 31 et seq., shall be used to determine the allowability of individual items of cost.
- B. The Consultant also agrees to comply with Federal procedures in accordance with 49 CFR, Part 18, Uniform Administrative Requirements for Grants and Cooperative Agreements to State and Local Governments.
- C. Any costs for which payment has been made to the Consultant that are determined by subsequent audit to be unallowable under 48 CFR, Federal Acquisition Regulations System, Chapter 1, Part 31 et seq. or 49 CFR, Part 18, Uniform Administrative Requirements for Grants and Cooperative Agreements to State and Local Governments, are subject to repayment by the Consultant to the Department.
- 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 B
BUDGET DETAIL AND PAYMENT PROVISIONS

IV. CONTINGENT FEE

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

EXHIBIT C
GENERAL TERMS AND CONDITIONS

NOTE: In this Exhibit C – GTC 307, 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 – 307 General Terms and Conditions.

Indemnification

The Consultant agrees to indemnify, defend, and hold harmless the Department, 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 the Department for any expenditure, including reasonable attorney fees, incurred by the Department 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 Department's Contract Manager.
- C. There shall be no change in the Consultant's Project 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 Department's Contract Manager. If the Consultant obtains approval from the Department's 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, other than audit, 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 Department's Contract Manager and the Departmental Contract Officer who may consider written or verbal information submitted by the Consultant.
- B. Any dispute, other than audit, not resolved by the committee consisting of the Department's Contract Manager and Departmental 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.

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SPECIAL TERMS AND CONDITIONS

- C. Not later than 30 days after completion of all work under the Agreement, the Consultant may request review by the CCRC of unresolved claims or disputes, other than audit. The request for review will be submitted in writing through the Departmental 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 the Department.
- 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 307.

- A. The Department reserves the right to terminate this Agreement immediately in the event of breach or failure of performance by the Consultant, or upon thirty (30) calendar days written notice to the Consultant if terminated for the convenience of the Department.
- B. The Department 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, the Department may proceed with the work in any manner deemed proper by the Department. All costs to the Department 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.

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 the Department, the Consultant shall

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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 days of the date the Consultant is notified of the early termination of Task Order(s) issued against this Agreement for the convenience of the Department, the Consultant shall prepare and submit to the Department's 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 the Department, 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.

VI. INVOICE SUBMITTAL UNDER EARLY TERMINATION

Separate final invoices for project-related costs and termination settlement costs shall be submitted no later than thirty (30) calendar days after the date the Consultant is notified of acceptance of the final cost proposals by the Department's 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

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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.

IX. DISPUTES UNDER EARLY TERMINATION CONDITIONS

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

X. AUDIT REVIEW PROCEDURES UNDER EARLY TERMINATION

Audit review procedures shall be in accordance with Exhibit D, Audit Review Procedures, section XIV below.

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

The Consultant agrees to release the Department 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).

XII. NON-DISCRIMINATION

This section regarding non-discrimination is in addition to GTC 307.

- 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 written notice of their obligations under this clause to labor organizations with which they have a collective bargaining or other agreement.
- B. The Consultant shall include the nondiscrimination and compliance provisions of this clause in all subagreements to perform work under this Agreement.

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XIII. RETENTION OF RECORD/AUDITS

- A. For the purpose of determining compliance with Public Contract Code Section 10115, et seq. and Title 21, California Code of Regulations, Chapter 21, Section 2500 et seq., when applicable, and other matters connected with the performance of the Agreement pursuant to Government Code Section 8546.7, the Consultant, Subconsultants, and the Department shall maintain all books, documents, papers, accounting records, and other evidence pertaining to the performance of the Agreement, including but not limited to, the costs of administering the Agreement. All parties shall make such materials available at their respective offices at all reasonable times during the Agreement period and for three (3) years from the date of final payment under the Agreement. The Department, 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.

XIV. AUDIT REVIEW PROCEDURES

- A. Any dispute concerning a question of fact arising under an interim or post audit of this Agreement that is not disposed of by agreement shall be reviewed by the Chairperson of the Audit Review Committee (ARC). The ARC will consist of the Deputy Director of Audits & Investigation (Chairperson); Deputy Director of Project Delivery; the Director of Legal Services or their designated alternates; and two (2) representatives from private industry. The two representatives from private industry will be advisory in nature only and will not have voting rights. Additional members or their alternates may serve on the ARC.
- B. Not later than 30 days after issuance of an interim or final audit report, the Consultant may request a review by the ARC of unresolved audit

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issues. The request for review will be submitted in writing to the Chairperson of the ARC. The request must contain detailed information of the factors involved in the dispute as well as justifications for reversal. A meeting by the ARC will be scheduled if the Chairperson concurs that further review is warranted. After the meeting, the ARC will make recommendations to the appropriate Chief Deputy Director. The Chief Deputy Director will make the final decision for the Department. The final decision will be made within three (3) months of receipt of the notification of dispute.

- C. Neither the pendency of a dispute nor its consideration by Department will excuse the Consultant from full and timely performance, in accordance with the terms of this Agreement.

XV. 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 Department's 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.

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- 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 Department's Contract Manager in advance of assigning work to a substitute subconsultant.

XVI. EQUIPMENT PURCHASE

- A. Prior authorization in writing by the Department's 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.
- 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 Department's 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 the Department on request by the Department.
- D. At the conclusion of the Agreement or if the Agreement is terminated, the Consultant may either keep the equipment and credit the Department in an amount equal to its fair market value or sell such equipment at the best price obtainable, at a public or private sale, in accordance with

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established State procedures, and credit the State in an amount equal to the sales price. If the Consultant elects to keep the equipment, fair market value shall be determined, at the Consultant's expense, on the basis of a competent, independent appraisal of such equipment.

Appraisals shall be obtained from an appraiser mutually agreeable to the Department and the Consultant. If it is determined to sell the equipment, the terms and conditions of such sale must be approved in advance by the Department.

- 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.

XVII. INSPECTION OF WORK

The Consultant and any Subconsultants shall permit the Department and the FHWA to review and inspect the project activities at all reasonable times during the performance period of this Agreement including review and inspection on a daily basis.

XVIII. 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, the Department 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

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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.

XIX. INSURANCE

- A. The Consultant shall furnish to the Department, 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. The required insurance shall be provided by carriers authorized or approved to do business in California.
- B. Types and Amount of Coverage
 - 1. Workers Compensation and Employers Liability Insurance in accordance with statutory requirements.
 - 2. General Liability insurance in an amount not less than \$1,000,000.00 per occurrence combined single limit for bodily injury and property damage.
 - 3. For products-completed operations a \$2,000,000.00 aggregate shall be provided.
 - 4. A general aggregate of \$2,000,000.00 shall be provided which shall apply separately to the Consultant's work under this Agreement.
 - 5. Automobile liability coverage of not less than \$1,000,000.00 per accident.

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6. A \$5,000,000.00 umbrella or excess liability shall include products liability completed operations 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.
 7. Professional Liability insurance in an amount not less than \$1,000,000.00 per claim and \$1,000,000.00 in the aggregate.
- C. The insurance above shall be maintained in effect at all times during the term of this Agreement. Failure to maintain the required coverage shall be sufficient grounds for the Department to terminate this Agreement for cause, in addition to any other remedies the Department may have available. 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 completion of its performance under this Agreement.
- D. The Certificates of Insurance shall provide:
1. That the insurer will not cancel the insured's coverage without 30 days prior written notice to the Department.
 2. That the State of California, its officers, agents, employees, and servants are included as additional insureds, but only insofar as the operations under this Agreement are concerned and only for the General Liability and Automobile Liability coverage required in Exhibit D, section XX, paragraph B, items 2 and 5 above.
- E. The Department will not be responsible for any premiums or assessments on the policy.

XX. 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 the Department and no further agreement will be necessary to transfer ownership to the Department. The Consultant

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SPECIAL TERMS AND CONDITIONS

shall furnish the Department 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 the Department of the machine readable information and data provided by the Consultant under this agreement; further, the Consultant is not liable for claims, liabilities or losses arising out of, or connected with, any use by the Department 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.

XXI. CLAIMS FILED BY DEPARTMENT'S CONSTRUCTION CONTRACTOR

- A. If claims are filed by the Department's 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 the Department's 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 the Department considers essential to assist in defending against construction contractor claims will be made available on reasonable notice from the Department. 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.

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- C. Services of the Consultant's personnel in connection with the Department's 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.

XXII. CONFIDENTIALITY OF DATA

- A. All financial, statistical, personal, technical, or other data and information relative to the Department's operations, which is designated confidential by the Department and made available to the Consultant in order to 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 the Department 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 the Department's actions on the same, except to the Department's 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 the Department and receipt of the Department's 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 the Department.
- F. Any subagreement, entered into as a result of this Agreement, shall contain all of the provisions of this clause.

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XXIII. EVALUATION OF CONSULTANT

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

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 the Department of Transportation. Exceptions will not necessarily result in denial of recommendation for award, but will be considered in determining bidder

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

XXVI. CONFLICT OF INTEREST

- A. During the term of this Agreement, the Consultant shall disclose any financial, business, or other relationship with Department of Transportation or the California Transportation Commission that may have an impact upon the outcome of this Agreement or any ensuing Department of Transportation construction project. The Consultant shall also list current clients who may have a financial interest in the outcome of this Agreement or any ensuing Department of Transportation 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. 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 Department agency employee. For breach or violation of this warranty, the Department 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.

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:

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SPECIAL TERMS AND CONDITIONS

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.

XXIX. VESTING COPYRIGHT OWNERSHIP

- A. For purposes of this Section (Vesting Copyright Ownership) the following definitions shall apply:

EXHIBIT D
SPECIAL TERMS AND CONDITIONS

1. Work: As delineated in Attachment 1, Scope of Work and Deliverables of the Agreement.
2. Work Product: As defined as Deliverable in Attachment 1, Scope of Work and Deliverables of the Agreement, including but not limited to, all training materials and all other 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.

B. 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 the Department and shall be considered works made for hire by the Consultant's Subcontractor for the Department. The Department 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.

2. Vesting of Copyright Rights: Consultant, its employees or any of Consultant's Subcontractor's employees agree to perpetually assign, and upon creation of each Work Product automatically assigns, to the Department, 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 the Department. From time to time upon the Department's request, the Consultant's Subcontractor and/or its employees shall

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confirm such assignments by execution and delivery of such assignments, confirmations or assignment, or other written instruments as the Department may request. The Department, 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.

3. Avoidance of Infringement: In performing services under this Agreement, Consultant and its employees agree to avoid designing or developing any items that infringe any 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 the Department in writing.

4. Confidentiality and Information:

Department may provide its own intellectual property, confidential business and technical information to the Consultant in connection with the work to be performed by the Consultant under this Agreement and its Task Orders. Such intellectual property and information shall be designated as confidential upon or prior to disclosure by the Department. In addition, the preparation and specifications of the Deliverables shall in all instances be treated as confidential, unless and until disclosed publicly by the Department. All confidential written materials shall be marked with the legend "California Department of Transportation – Confidential." The Consultant shall use its best efforts to prohibit any use or disclosure of the Department's confidential information, except as necessary to perform work under this Agreement and its Task Orders. In the event that Consultant is an entity or otherwise will be causing individuals in its employ or under its supervision to participate in the rendering of the Work, Consultant warrants that it shall cause each of such individuals to execute a Confidentiality Agreement.

EXHIBIT D
SPECIAL TERMS AND CONDITIONS

5. Additional Provisions

Subcontractors: The Consultant shall affirmatively bind by contract any subcontractors or service vendors providing services under this Agreement to conform to the provisions of Exhibit D. Consultant shall then provide the signed contract to the Department's Contract Manager prior to the commencement of any work.

EXHIBIT E
ADDITIONAL PROVISIONS

- I. DISABLED VETERANS BUSINESS ENTERPRISE (DVBE)
PARTICIPATION WITH GOALS
- A. The Consultant has complied with the requirements of Public Contract Code Section 10115 et. seq. The DVBE participation commitment for this Agreement is three (3) percent of the Agreement amount. Participation by DVBE Prime and Subconsultants shall be in accordance with the information contained in the Bidder/Proposer DVBE information Form STD 840 attached to and made a part hereof.
- B. Substitutions of DVBE's
- The Consultant must use the DVBE Subconsultants and/or suppliers contained in the solicitation response to the Department, unless a substitution has been preapproved in writing by the Department of Transportation Contract Manager. No substitutions are to be made without receipt of prior written approval from the Department's Contract Manager. Failure to obtain approval of substitute Consultants before work is performed, supplies are delivered or services are rendered may result in payment being denied by Department of Transportation.
- C. At a minimum, the Consultant's substitution request must include:
1. A written explanation of the substitution reason; and if applicable, the Consultant must also include the reason a non-DVBE Subconsultant is proposed for use.
 2. The Consultant must also include a written description of the substitute business enterprise, include their business status as a sole proprietorship, partnership, corporation, or other entity, and the firm's DVBE certification status, if any.
 3. A written notice detailing a clearly defined portion of the work identified both as a task and as a percentage share/dollar amount of this overall Agreement that the substitute firm will perform.
- D. Prior to the approval of the Prime Consultant's substitution request, the Department's Contract Manager must give a written notice to the

EXHIBIT E
ADDITIONAL PROVISIONS

Subconsultant being substituted by the Prime Consultant. A copy of the notice sent by the Department's Contract Manager must be forwarded to the Contracts Office. The notice must give the following:

1. Give the reason the Prime Consultant is requesting substitution of the listed Subconsultant;
 2. Give the listed Subconsultant five (5) working days within which to submit written objections to the Department's Contract Manager and a copy to the Contract Office (DPAC).
 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. The notice shall be served by certified or registered mail to the last known address of the listed Subconsultant.
- E. If written objections are filed by the listed Consultant, the Contracts Office will render a written decision.
- F. The Department may consent to the substitution of another Subconsultant in any of the following situations:
1. When the listed Subconsultant becomes bankrupt, insolvent, or goes out of business.
 2. When the listed Subconsultant fails or refuses to perform his or her subagreement.
 3. When the listed Subconsultant is not licensed pursuant to any applicable licensing requirement of any regulatory agency of the State of California.
 4. When the Department or the Department's Contract Manager determines that the work performed by the listed Subconsultant is substantially unsatisfactory and not in substantial accordance with the plans and specifications, Agreement requirements, or that the Subconsultant is substantially delaying or disrupting the progress of the work.

EXHIBIT E
ADDITIONAL PROVISIONS

5. DVBE's substituted after award must be certified at the time of the substitution.

- G. The request for substitution and the Department's approval or disapproval is not to be construed as an excuse for non-compliance with any other provision of law, including but not limited to, the subletting and subcontracting Fair Practices Act (Section 4100 et. seq. of the Public Contract Code) or any other Agreement requirements relating to the substitution of Subconsultants. Failure to adhere to the DVBE participation in the performance of this Agreement may be cause for Agreement termination and recovery of damages under the rights and remedies due the Department.

- H. Any DVBE firm acting/working under subcontract must be responsible for providing materials, supplies, equipment, or services and must carry out its responsibility by actually performing, managing, or supervising the work involved that is normal for its business services and functions.

- I. The Consultant shall maintain records of all subagreements entered into with DVBE Subconsultants including records of materials purchased from DVBE supplies. Such records shall show the name and address of each DVBE Subconsultant or supplier and the total dollar amount paid to each one. Upon completion of this Agreement, a summary of these records shall be prepared and certified correct by the Consultant or his authorized representative and the summary shall be furnished to the Department's Contract Manager.

ATTACHMENT 1
Scope of Work and Deliverables

DESCRIPTION OF WORK

The Consultant will provide "On Call" independent quality assurance services for Project/Program Management services in support of the Toll Bridge Program. The Toll Bridge Program is responsible for the delivery of toll related projects funded by programs such as the Toll Bridge Seismic Retrofit Program (TBSRP) and defined elements of the Regional Measure 1 program (the Benicia Martinez Bridge projects). The Toll Bridge Program is dynamic and may include additional projects in the future, such as potential seismic retrofit of the Dumbarton and Antioch Bridges. The Consultant's scope of work will include work responsive to such potential future elements of the Toll Bridge Program and the work may precede formal incorporation of projects into the Toll Bridge Program.

Work will include updating the Toll Bridge Program Management Plan and implementing project management and control processes for monitoring, analyzing, and reporting changes to current established baseline scope, schedule, cost, and quality. Specific program and project scope of work will be performed under individual Task Orders. The Consultant may be required to work at State's facilities and under State's direction.

The Consultant will provide the required personnel, equipment, and materials to assist the State in managing program wide and project level control services needed to complete the Toll Bridge Program.

SCOPE OF WORK

The Consultant will assist the State in the program and project management and project control of the Toll Bridge Program. Consultant support services provided will be consistent with the Project Management Body of Knowledge (PMBOK) with an emphasis on the management of cost, communication, quality, and project integration. Such work will include but is not limited to assistance with project control of scope, cost, schedule, quality, and contract administration; performance analysis and reporting; preparation of program level documents including presentations and web-sites; and training of Caltrans staff. The Consultant will provide quality assurance of cost management and project control, and will regularly report to State Task Manager or his/her representatives. The Consultant will need to interface and coordinate across State functional areas, with other consultants, and private and public entities.

ATTACHMENT 1
Scope of Work and Deliverables

The Consultant will observe strict confidentiality regarding Toll Bridge Program work and will not make statements to the public, the press, or others (outside of the Business Transportation & Housing Agency, Caltrans or the construction contractor for the project(s)) regarding the program, project or the work. The Consultant will cooperate with the State's Contract Manager and Task Manager or his/her Representative on any external communication.

The Consultant must follow the fundamental program and project management processes and guidelines that are defined and presented in the current editions of the following:

- Project Management Institute's "Project Management Body of Knowledge" (PMBOK).
- "Caltrans Project Management Handbook".
- "Caltrans Communication Handbook".
- "Caltrans Project Risk Management Handbook".

The Consultant must be knowledgeable about the associated TBSRP documents and project management and project control information including the following legislation and reports:

- Assembly Bill No. 1171, Chapter 907, October 14, 2001.
- Assembly Bill No. 1717, Chapter 525, September 25, 2003.
- Bay Area Toll Authority "Toll Bridge Seismic Retrofit Program Cost Review Report", August 2004.
- Department of Transportation's August 16, 2004 Report to the Members of the California Legislature.
- Bureau of State Audits Report No. 2004-140, December 2004.
- Assembly Bill No. 144, Chapter 71, July 18, 2005, reporting requirements.
- Senate Bill 66 requirements.

Cost Management

The Consultant will assist the State in all processes of cost management, including but not limited to monitoring, analyzing, and controlling all costs (capital outlay(CO) and capital outlay support(COS)) such as State support, Consultant support, construction capital costs, right of way capital, program indirect, and various funding sources. The Consultant will assist in the management of the projects and total program costs, including planning and estimating of CO and COS on a regular basis, cash flow

ATTACHMENT 1
Scope of Work and Deliverables

projections, and performance analysis and reporting. Cost information must be consistent with State standards, practices, and information systems, including accounting, budgeting, and resource planning.

The scope of this service includes but is not limited to the following:

- Document all budget and forecast changes to the AB 144 and SB 66 Baseline and Current TBPOC Approved Budgets.
- Provide monthly and quarterly financial data input to TBPOC's monthly and quarterly program progress report cost tables and appendices.
- Support quarterly preparation, review, and checking of all design contract cost estimate updates and ongoing construction contract forecasts.
- Support quarterly review and checking of risk management capital outlay quantitative analyses results.
- Prepare quarterly draft Project/Program Capitol Outlay charts/diagram and worksheets for all design and ongoing construction contracts.
- Prepare quarterly TBPOC approved program forecast charts and worksheets for all design and ongoing construction contracts.
- Prepare quarterly program, project, and contract level financial forecast.
- Compile back up documentation support package based on the TBPOC approved budget and forecast.
- Prepare quarterly program, project, and contract level contingency balance status documentation package.
- Maintain and archive all financial forecast support documentation since passage of AB 144 and SB 66 in 2005 that may be required for agency audit.
- Provide capital outlay cost control training to Caltrans staff as needed based on integrating Caltrans existing project management practices with standard industry project control procedures and processes.
- Provide cost engineering support services as requested by the toll bridge program for special cost studies where Caltrans toll bridge financial experience and background are required.
- Support the State in performing program and project capital outlay cost control and financial forecast services. Scope of work includes assistance with preparing program, project, and contract level cost control analysis, reviews, and documentation support.

Schedule Management

The Consultant schedule management services include but are not limited to assisting the State in all processes of integrating design and construction base line schedule of all contracts in the corridor to prepare a program wide base line schedule, monitoring

ATTACHMENT 1
Scope of Work and Deliverables

and updating program wide progress schedule, controlling project and program milestone performance, analysis, and reporting.

Communication Management

The Consultant will assist the State in all processes of communication management, and project and program reporting. The Consultant will assist in preparation of monthly, quarterly and ad hoc reports, presentations and set-up and maintain web-sites.

The scope of this service includes but is not limited to the following:

- Assist the State to implement the San Francisco-Oakland Bay Bridge Corridor Communications Plan and Public Awareness Campaign that was approved by the Toll Bridge Program Oversight Committee, before and during construction activities for the Toll Bridge projects.
- Assist the State in all processes of communication management, including but not limited to the following areas:
 - PIO Office, Project Coordination and Management, Media Relations.
 - Community Outreach Activities.
 - Strategy and Planning for Future Activities.
 - Contractor Outreach for Small Business.

Quality Management

The Consultant will assist the State in all processes of quality management, including but not limited to quality review of processes, products, reports and accuracy of estimates. The Consultant will assist in developing and providing quality planning tools and analyses, such as checklist, benefit/cost, benchmarking, flow-charting, and trending.

Project Integration Management

The Consultant will assist the State in all processes of project integration management, including but not limited to:

- Toll Bridge Program management plan update.
- Direct and manage project execution.
- Monitor and control project work.
- Integrated Change control.
- Close Project.

ATTACHMENT 1
Scope of Work and Deliverables

Qualifications

Project Manager - The Project Manager shall be a Civil Engineer, licensed in the State of California and have at least 5 years of experience in project management in transportation-related projects. Project Manager must also have experience in managing on-call contracts. The Project Manager shall be accessible to the State Contract Manager and State Task Manager or his/her representatives at all times. The Project Manager and staff should have:

- Knowledge of PMBOK.
- Experience with a commercially available project management tools.
- Knowledge of TBSRP funding and programming.
- Excellent verbal and written communication skills.
- Experience in quality assurance.
- Experience in training.

Office Equipment and Supplies

The Consultant shall have adequate office equipment and supplies to complete the required work in-house or at state facilities. Such equipment and supplies shall include, but not be limited to, the following:

- Computers and printers.
- Mobile phones and other communication devices.
- Portable presentation projection systems.
- Professional MS Office, publishing applications and software.
- Project management software, including but not limited to required version of Primavera, Open Plan, Milestone, and MS Project.

Deliverables

- Updated SFOBB and TBSRP project management plan, including but not limited to cost, scope, quality, communication, and project integration plans.
- Monthly and quarterly program reports, including progress status, comparison of baseline and current status of schedule and cost (budget, expenditure and estimate at completion), significant issues and resolutions, and project/program contingency.
- SFOBB and program ad hoc reports and presentations including but not limited to cash flows, analysis of options, mitigation of changes, estimates to complete, project/program contingency analysis and modeling.

ATTACHMENT 1
Scope of Work and Deliverables

- Documentation for audits.
- SFOBB and program quality audits and improvement plan.