

STATE OF CALIFORNIA
STANDARD AGREEMENT

Department Of Transportation

STD 213 (rev 9/01)

Division Of Procurement And Contracts (DPAC) A&E Boiler Revision Date 10/30/13

AGREEMENT NUMBER 04A4320	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

URS Corporation Americas (Hereinafter referred to as "the Consultant")

2. The term of this Agreement is from 11/18/2013 or upon Caltrans approval, whichever is later, through 10/31/2016.

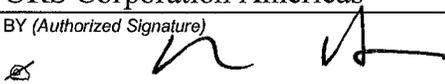
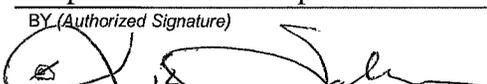
3. The maximum amount of this Agreement is: **\$3,000,000.00**
Three Million Dollars and No Cents

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	6 Pages
Exhibit C – General Terms And Conditions 610 (Electronic File: GTC 610*)	1 Page
Exhibit D – Special Terms And Conditions	27 Pages
Exhibit E – Additional Provisions	10 Pages
Attachment 1 – Scope Of Work	37 Pages
Attachment 2 – Cost Proposal	21 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

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.)		
URS Corporation Americas		
BY (Authorized Signature)	DATE SIGNED (Do not type)	
	11/18/13	
PRINTED NAME AND TITLE OF PERSON SIGNING		
Ramsey Hissen, VP		
ADDRESS		
1333 Broadway, Suite 800 Oakland, CA 94612		
STATE OF CALIFORNIA		
AGENCY NAME		
Department of Transportation		
BY (Authorized Signature)	DATE SIGNED (Do not type)	
	11/20/13	
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		

Exempt per: PCC 10430(d)

EXHIBIT A
SCOPE OF WORK AND DELIVERABLES

I. SCOPE OF WORK

- A. The work to be performed under this Agreement is described in Attachment 1.
- B. The services shall be performed in District 4.
- 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.
 - 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 November 18, 2013 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.

**EXHIBIT A
 SCOPE OF WORK AND DELIVERABLES**

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 October 31, 2016. The services shall be provided during working hours, Monday through Friday, or as stipulated in Task Order(s). 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: Bo Yuan	Consultant Contract Manager: Ramsey Hissen
District/Division: D-4/Program & Project Mgmt/CSU/MS#7B	Office/Branch:
Address: 111 Grand Ave. Oakland, CA 94612	Address: 1333 Broadway, Suite 800 Oakland, CA 94612
Phone: 510-622-1649	Phone: 408-656-9536
Fax: 510-622-0198	Fax: 408-297-6962
e-mail: Bo.Yuan@dot.ca.gov	e-mail: Ramsey.Hissen@urs.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

4. 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.
5. 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.

EXHIBIT A
SCOPE OF WORK AND DELIVERABLES

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 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.

EXHIBIT A
SCOPE OF WORK AND DELIVERABLES

- 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 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, 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. 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.
- D. 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>.
- E. 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

EXHIBIT B
BUDGET DETAIL AND PAYMENT PROVISIONS

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.
- F. 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.
- G. 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.
- H. Invoices shall be submitted showing the Caltrans Work Breakdown Structure (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 Work Breakdown Structure (WBS) elements listed for defined/related 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. Caltrans shall not pay disputed portions of invoices.
- I. 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.

EXHIBIT B
BUDGET DETAIL AND PAYMENT PROVISIONS

Invoices shall be mailed to the Caltrans Contract Manager or Consultant Service Unit at the following address:

DEPARTMENT OF TRANSPORTATION
D-4/Program & Project Mgmt/CSU/MS#7B
Attn: Bo Yuan
111 Grand Avenue
Oakland, CA 94612

- J. 49 CFR 18.23 requires that federal funds must be expended within 90 days of the expiration of the funding period. 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. If Caltrans does not receive invoices from the Consultant by the required deadline, Caltrans may reduce the payment on the invoice based on the formula set forth in Government Code 927.6 to offset in part the loss of federal funds encumbered for this Agreement.
- K. 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.
- L. Payment will be made in accordance with, and within the time specified in, Government Code Chapter 4.5, commencing with Section 927.
- M. The total amount payable by Caltrans, for all Task Orders resulting from this Agreement, shall not exceed \$3,000,000.00. 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.

EXHIBIT B
BUDGET DETAIL AND PAYMENT PROVISIONS

- N. 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.
- O. Prime Consultant's Indirect Cost Rates (ICR) indicated in Attachment 2, Cost Proposal, are based on 48 CFR, Part 31.
- P. Caltrans, at its sole discretion, may review and/or audit and approve either the CPA ICR documentation or the Consultant's in-house developed rate if the Consultant has not commissioned or prepared CPA ICR documentation at any time before the execution of this Agreement, while this Agreement is in effect, or after expiration of this Agreement up to the time limit set forth in Exhibit D, section XII, Retention of Records/Audits.
- Q. 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.

EXHIBIT B
BUDGET DETAIL AND PAYMENT PROVISIONS

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.

- R. 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.
- S. 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 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 deliverables necessary to complete the plans, specifications and estimate (PS&E) have been completed, the Consultant may request review by the CCRC of unresolved 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.

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

General Conditions

EXHIBIT D
SPECIAL TERMS AND 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.

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

EXHIBIT D
SPECIAL TERMS AND CONDITIONS

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. 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

EXHIBIT D
SPECIAL TERMS AND CONDITIONS

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 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.

EXHIBIT D
SPECIAL TERMS AND CONDITIONS

- 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.

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

EXHIBIT D
SPECIAL TERMS AND CONDITIONS

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.
- 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

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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 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

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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.

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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.

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

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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 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

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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 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.

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- 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. DAMAGES DUE TO ERRORS AND OMISSIONS

- A. Architect-Engineer Consultants shall be responsible for the professional quality, technical accuracy, and coordination of all services required under this Agreement. A firm may be liable for Caltrans costs resulting from errors or deficiencies in designs furnished under its Agreement.
- B. When a modification to a construction contract is required because of an error or deficiency in the services provided under this A&E Agreement, the Caltrans Contract Officer (with the advice of technical personnel and legal counsel) shall consider the extent to which the A&E Consultant may be reasonably liable.
- C. The Caltrans Contract Officer shall enforce the liability and collect the amount due, if the recoverable cost will exceed the administrative cost involved or is otherwise in Caltrans' interest. The Caltrans Contract Officer shall include in the Agreement file a written statement of the reasons for the decision to recover or not to recover the costs from the firm.

XIX. OWNERSHIP OF PROPRIETARY PROPERTY

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

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

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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.

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

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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 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.

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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.

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

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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.

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 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 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.

XXI. 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

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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.

XXII. 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 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.

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- 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.

XXVI. 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.

XXVII. 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.

XXVIII. 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.

XXIX. 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

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

XXX. CONFLICT OF INTEREST

- C. 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.
- D. 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.
- E. The Consultant hereby certifies that neither the Consultant nor any firm affiliated with the Consultant will bid on any construction contract or on any Agreement to provide construction inspection for any construction

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project resulting from this Agreement. An affiliated firm is one, which is subject to the control of the same persons, through joint ownership or otherwise.

- F. Except for Subconsultants whose services are limited to providing surveying or materials testing information, no Subconsultant who has provided design services in connection with this Agreement shall be eligible to bid on any construction contract or on any Agreement to provide construction inspection for any construction project resulting from this Agreement.
- G. All consultant personnel are required to complete security and privacy awareness training each year. See <http://itsecurity.dot.ca.gov/training>.
- H. 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.

XXXI. 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.

XXXII. 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

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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.

XXXIII. 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:

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- 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:
 - (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

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

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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 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

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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.

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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 four percent (4) %. 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.

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- 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.

V. PAYMENT TO DBE AND NON-DBE SUBCONSULTANT(S)

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- 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.

VI. DBE RECORDS

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- 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.
- 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:

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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 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:

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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.

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.

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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.
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'

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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 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

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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.

SCOPE OF WORK/DELIVERABLES
Design Engineering Services
On-Call

A. Purpose of Work

The Consultant shall perform professional and technical services required for Design Engineering Services, on an “as-needed” basis to support Caltrans in the development and construction of proposed Caltrans transportation facilities. Caltrans’ Contract Manager shall assign specific work to the Consultant through the issuance of Task Orders. Consultants will only perform work that is assigned in an authorized Task Order, and this Agreement does not guarantee that any Task Order will be issued. The Consultant may provide consultant services including, but not limited to, engineering studies, preparation of the Project Report, Project Approval Report, Design Plans, Specifications and Estimates (PS&E); and design support during construction.

B. Location of Work

The Design Engineering Services work shall be performed on projects to improve Caltrans’ transportation system in the following nine Bay Area counties: Alameda, Contra Costa, Marin, Napa, San Francisco, San Mateo, Santa Clara, Solano, and Sonoma. The specific location of the Design Engineering Services work to be performed will be stated in each Task Order.

Certain projects could also require work that extends into the counties outside of the boundary of Caltrans’ District 4. However, work on projects that extends into adjoining counties shall not exceed ten (10) miles from the geographic boundary of District 4.

The San Francisco-Oakland Bay Bridge corridor and other Toll Bridge projects are excluded from this contract.

C. Required Services

1. Pursuant to an authorized Task Order, the Consultant shall provide Design Engineering Services, all necessary personnel, material, transportation, instrumentation, and the specialized facilities and equipment necessary, to satisfy all appropriate agencies and ensure compliance with all applicable laws, regulations, standards, specifications, and performance standards applicable to the

Contractor's services and work product. The Consultant shall perform comprehensive professional and technical services required unless the Scope of Work as specified in the Task Order is expressly limited in scope. Attached below is a list of proposed projects for Caltrans for which services are anticipated to be needed, however, this list is not exclusive. Caltrans reserves the right to add/or delete projects from this list. Caltrans intends to utilize this contract to complete a specific piece of work for each of the projects listed herein utilizing the services described in this Scope of Work as specified in the Task Order. In the future, Caltrans may find it necessary to create a separate contract (or contracts) that involves a specific project listed herein and includes part of the work contained in this contract. Caltrans reserves the right to procure Architectural and Engineering (A&E) services involving the listed projects or unlisted projects (within the same geographical area) involving in whole or in part the same work using a project-specific contract. The consultant is eligible to compete for these project-specific contracts.

Work and types of Design Engineering Services needed for transportation facilities include, but are not limited to:

- a. civil (including roadway design)
- b. traffic electrical design
- c. communications (including fiber optics design)
- d. utilities design and relocation
- e. traffic control
- f. construction design assistance
- g. Noise Abatement Decision Reports
- h. railroad expertise during design,
- i. designing Americans with Disabilities Act (ADA) retrofit projects (short term)
- j. ADA Program Management (long term)
- k. standard retaining wall design

The Project number and project name is identified as follows:

0412000140	Cc 80 Pavement Preservation
0412000332	Convert Existing HOV Lane To Express Lane
0400000966	Direct HOV Ramps at Norris Canyon Road
0412000496	Interchange Improvement
0412000115	Roadway Rehabilitation
0400000818	Improve Sight Distance, Upgrade Shoulders And Provide Curve Correct
0400020910	Install Ramp Metering And Traffic Operations Systems Elements
0400000769	Intersection Improvements
0400000680	Reconstruct Interchange

0413000100	Construct A Grade Separated Balfour Road Interchange
0400020908	Install Ramp Metering
0400000343	Bridge Rehabilitation
0412000150	Rehabilitate Pavement
0400000740	Modify Interchange
0412000141	Bridge Rehabilitation
0412000347	Rehabilitate Bridge Structural, Repair of Electrical and Drainage Facilities
0400000513	Ramp Relocation
0400000421	To Install Ramp Meters & Traffic Operations Systems (TOS) Elements
0412000483	Seismic Restoration And Bridge Replacement
0412000335	Crack, Seal and HMA Metering
0400000316	Construct Bicycle-Pedestrian Overcrossing
0400000319	Rte 152 New Alignment from Rte 101 to Rte 156

2. The proposed projects may vary in scope and size, and may encompass any type of improvement for the Caltrans transportation system including, but not limited to, roadway rehabilitation, widening and/or realignment of existing facilities, relocation of existing facilities, and construction of new facilities. The project location, limits, and scope of work to be performed will be described in each Task Order.
3. The Consultant will prepare the required deliverables and backup documents under this agreement according to Caltrans' requirements for the Design Engineering Services work.
4. The Consultant will be required to work with other Caltrans Functional Units and Permitting Agencies as directed by the Caltrans Contract Manager.
5. The Consultant shall work closely with the Caltrans Contract Manager and his/her designated representatives within Caltrans.
6. The Consultant shall provide a comprehensive Critical Path Method (CPM) schedule showing a deliverables schedule as well as other relevant data to monitor project progress, consultant's work control, and Caltrans review of work status if specified in the Task Order. The relevant data shall include a list of activities with budgeted cost and target date for completion of each. The minimum number of task details shall be identified on the Task Order. This schedule shall be updated once a month to show the master schedule and the actual progress schedule.

Caltrans will review these documents and return them to Consultant with notes and comments as soon as possible in order to validate the planning and cost control procedures within the first calendar month of performance period.

7. The Consultant shall only provide incidental non-Architectural and Engineering (A&E) services, such as meeting support, provided (a) such services are necessary for the completion of the A&E tasks and/or deliverables performed by the Consultant described in executed Task Orders and covered by the work in this contract and (b) the rendering of the services if approved in advance by Caltrans' Contract Manager. These incidental services shall only be provided to support the Consultant's personnel who are performing A&E services, tasks, and deliverables on this contract. The Consultant will not be paid or reimbursed for any incidental non-A&E services provided to Caltrans unless provided in the fashion described herein and included in the executed Task Order. The Consultant is responsible for ensuring that task orders include only incidental non-A&E services. Services to train Caltrans staff shall not be provided by the Consultant under this contract.
8. The Consultant will not provide details for contractor's access and work areas, hauling and disposal methods, equipment, and other similar work items required solely for the contractor's operation
9. The design services will include tasks pertaining to Project Reports (PR), PS&E bidding documents, and other project delivery activities. Specific work in the following areas may be needed:
 - a. Independent Cost Estimating for PS&E or Project Report phase for all cost items in this construction project(s) that may include the preparation of a critical path construction schedule which can be used to determine the contract duration.
 - b. Americans with Disability Act (ADA) compliance for transportation facilities and right of ways, which includes work in site assessments, PR and PS&E.
 - c. Technical/Specification writing for PR, and PS&E phases.
 - d. Drafting services for PS&E or other project drawings for this project(s).
10. The Consultant will assist the Office Engineers by providing answers to the bidders' questions during advertisement and award phase.
11. If set forth in an authorized Task Order, the Consultant will assist Offices of Design of District 4 in reviewing the Contractor's Request for Information by performing independent analysis and engineering studies during construction.
12. The most current Caltrans Standard Specifications allow a minimum 6 weeks of review time for Caltrans. The Consultant will assist Offices of Design of District

4 in reviews and approvals of all submittals from the Contractor. The Consultant will be expected to perform support functions at the construction field offices close to the Contractor to expedite the review process. Caltrans' field construction facilities, such as trailers, may become available to house the Consultant's personnel for this contract. The Consultant will provide and use a field office overhead rate for those staff housed in Caltrans' field construction facilities.

13. Where directed in a Task Order, the Consultant performs the following tasks:
 - a. The analysis effort will involve, but not be limited to, the following steps:
 - i. Review all available existing documents, (As-Built Plans, environment reports and others).
 - ii. Determine member properties and weight.
 - b. Prepare complete PS&E contract packages in both English and Metric units for a construction contract (or contracts) as directed by the executed Task Orders. The plan sheets will be electronically prepared on the Caltrans Division of Design's format. As-built record drawings will be utilized to the maximum extent possible.
 - c. Perform Constructability Review: This task involves reviews of plans, special provisions, and construction sequencing. Review and approve plans and stage construction prepared by the Contractor.

14. The Consultant shall establish internal accounting methods and procedures acceptable to Caltrans for documenting and monitoring the Contract and individual Task Order costs.

D. Workplan Standards Guide Codes

Task Orders are based on the Caltrans Workplan Standards Guide (WSG). The latest Workplan Standards Guide (WSG) 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 this contract. The Work Breakdown Structure (WBS) activities represent the potential and related work activities that may be required of the Consultant to be used for this Agreement include, but are not limited to, the following:

WBS Code	WBS Description
0.100	PROJECT MANAGEMENT
2.160	PERFORM PRELIMINARY ENGINEERING STUDIES AND DRAFT PROJECT REPORT

2.160.05	UPDATED PROJECT INFORMATION
2.160.05.05	APPROVED PID REVIEW
2.160.05.25	GEOMETRICS REVIEW
2.160.05.30	PROJECT SCOPE REVIEW
2.160.05.35	PROJECT COST ESTIMATE REVIEW
2.160.05.99	OTHER UPDATED PROJECT INFORMATION PRODUCTS
2.160.10	ENGINEERING STUDIES
2.160.10.15	GEOMETRIC PLANS FOR PROJECT ALTERNATIVES
2.160.10.20	VALUE ANALYSIS
2.160.10.30	HIGHWAY PLANTING DESIGN CONCEPTS
2.160.10.45	UTILITY LOCATIONS DETERMINED FOR PRELIMINARY ENGINEERING
2.160.10.99	OTHER ENGINEERING STUDIES
2.160.15	DRAFT PROJECT REPORT
2.160.15.05	COST ESTIMATES FOR ALTERNATIVES
2.160.15.10	FACT SHEET FOR EXCEPTIONS TO DESIGN STANDARDS
2.160.15.15	APPROVED EXCEPTIONS TO ENCROACHMENT POLICY
2.160.15.20	DRAFT PROJECT REPORT
2.160.15.25	DRAFT PROJECT REPORT CIRCULATION REVIEW & APPROVAL
2.160.15.99	OTHER DRAFT PROJECT REPORT PRODUCTS
2.160.45	BASE MAPS AND PLAN SHEETS FOR PA&ED DEVELOPMENT
2.165.05.15	ALTERNATIVES FOR FURTHER STUDY
2.180.05	FINAL PROJECT REPORT
2.180.05.05	UPDATED DRAFT PROJECT REPORT
2.180.05.10	APPROVED PROJECT REPORT
2.180.05.99	OTHER FINAL PROJECT REPORT PRODUCTS
3.185	PREPARE BASE MAPS AND PLAN SHEETS DURING PS&E DEVELOPMENT
3.185.05	UPDATED PROJECT INFORMATION
3.185.05.05	PROJECT CONCEPT REVIEW
3.185.05.10	UPDATED PROJECT INFORMATION
3.185.05.99	OTHER UPDATED PROJECT INFORMATION PRODUCTS
3.185.15	PRELIMINARY DESIGN
3.185.15.05	ROADWAY AND MISCELLANEOUS DESIGN
3.185.15.10	PROPOSED GEOMETRICS REVIEW
3.185.15.15	REQUESTS FOR EXCEPTIONS TO DESIGN STANDARDS
3.185.15.20	VALUE ANALYSIS
3.185.15.99	OTHER PRELIMINARY DESIGN PRODUCTS
3.185.20	ENGINEERING REPORTS
3.185.20.20	PRELIMINARY PAVEMENT DESIGN REPORT
3.185.20.30	SOUNDWALL DESIGN REPORT
3.185.20.40	UTILITY LOCATIONS DETERMINED FOR DESIGN
3.185.20.99	OTHER ENGINEERING REPORTS PRODUCTS
3.185.25.05	PROJECT REVIEW WITH AFFECTED AGENCIES
3.185.25.10	FEE AND EASEMENT REQUIREMENTS DETERMINATION
3.185.25.30	UTILITY CONFLICT MAPS

3.185.99	OTHER BASE MAPS AND PLAN SHEETS PRODUCTS
3.205	PERMITS AND AGREEMENTS DURING PS&E COMPONENT
3.230	PREPARE DRAFT PS&E
3.230.05	DRAFT ROADWAY PLANS
3.230.05.05	TITLE SHEET
3.230.05.10	TYPICAL CROSS SECTIONS
3.230.05.15	KEY MAP AND LINE INDEX
3.230.05.20	ROADWAY LAYOUTS
3.230.05.25	PROFILE AND SUPERELEVATION SHEETS
3.230.05.30	CONSTRUCTION DETAILS
3.230.05.35	CONTOUR GRADING PLANS
3.230.05.40	SUMMARY OF QUANTITIES SHEETS
3.230.05.55	STANDARD PLANS SELECTION
3.230.05.60	STAGE CONSTRUCTION AND DETOUR PLANS OR TRAFFIC HANDLING PLANS
3.230.05.70	ENGINEERING REPORTS
3.230.05.70.20	PAVEMENT DESIGN REPORT
3.230.05.99	OTHER DRAFT ROADWAY PLAN PRODUCTS
3.230.10	DRAFT HIGHWAY PLANTING PLANS
3.230.10.05	HIGHWAY PLANTING PLANS
3.230.10.15	PLANT LIST
3.230.10.20	IRRIGATION PLANS
3.230.10.30	IRRIGATION QUANTITY SHEETS
3.230.10.99	OTHER DRAFT ROADWAY PLAN PRODUCTS
3.230.15.15	TRAFFIC ELECTRICAL PLANS
3.230.25	DRAFT UTILITY PLANS
3.230.25.05	NEW FACILITY PLANS
3.230.25.10	UTILITY RELOCATION PLANS
3.230.25.99	OTHER DRAFT UTILITY PLAN PRODUCTS
3.230.35	DRAFT SPECIFICATIONS
3.230.35.05	ROADWAY SPECIFICATIONS
3.230.35.10	HIGHWAY PLANTING SPECIFICATIONS
3.230.35.20	ELECTRICAL SPECIFICATIONS
3.230.35.25	UTILITY SPECIFICATIONS
3.230.35.40	EROSION CONTROL SPECIFICATIONS
3.230.35.99	OTHER DRAFT SPECIFICATION PRODUCTS
3.230.40	DRAFT PS&E QUANTITIES AND ESTIMATES
3.230.40.05	ROADWAY QUANTITIES AND ESTIMATES
3.230.40.10	HIGHWAY PLANTING QUANTITIES AND ESTIMATES
3.230.40.25	ELECTRICAL QUANTITIES AND ESTIMATES
3.230.40.30	UTILITY QUANTITIES AND ESTIMATES
3.230.40.40	EROSION CONTROL QUANTITIES AND ESTIMATES
3.230.40.99	OTHER DRAFT PS&E QUANTITIES AND ESTIMATES PRODUCTS
3.230.55	STRUCTURES DRAFT PS&E INCORPORATION
3.230.60	UPDATED PROJECT INFORMATION FOR PS&E PACKAGE

3.230.60.05	UPDATED STORM WATER DATA REPORT
3.230.60.10	OTHER REVIEWS AND UPDATE OF PROJECT INFORMATION
3.230.99	OTHER DRAFT PS&E PRODUCTS
3.255	CIRCULATE REVIEW AND PREPARE FINAL DISTRICT PS&E PACKAGE
3.255.05	CIRCULATED & REVIEWED DRAFT DISTRICT PS&E PACKAGE
3.255.10	UPDATED PS&E PACKAGE
3.255.10.05	UPDATED ROADWAY PS&E
3.255.10.10	UPDATED HIGHWAY PLANTING PS&E
3.255.10.15	UPDATED TRAFFIC PS&E
3.255.10.20	UPDATED HYDRAULIC PS&E
3.255.10.25	UPDATED TECHNICAL REPORTS
3.255.10.30	UPDATED UTILITY PS&E
3.255.10.35	UPDATED ELECTRICAL PS&E
3.255.10.99	OTHER UPDATED PS&E PACKAGE PRODUCTS
3.255.20	FINAL DISTRICT PS&E PACKAGE
3.255.20.05	REVIEWED PLANS FOR DRAFTING STANDARDS COMPLIANCE
	FINAL STRUCTURES SPECIFICATIONS AND ESTIMATE INCORPORATED INTO
3.255.20.10	FINAL DISTRICT PS&E
3.255.20.15	REQUEST FOR FUNDS
3.255.25	GEOTECHNICAL INFORMATION HANDOUT
3.255.30	MATERIALS INFORMATION HANDOUT
3.255.35	CONSTRUCTION STAKING PACKAGE AND CONTROL
3.255.35.10	CONSTRUCTION STAKING PACKAGE
3.255.35.20	PROJECT CONTROL FOR CONSTRUCTION
3.255.40	RESIDENT ENGINEER'S PENDING FILE
3.255.50	SECURED LEASE FOR RESIDENT ENGINEER OFFICE SPACE OR TRAILER
3.255.55	CONTRACTOR OUTREACH
3.255.65	RIGHT OF WAY CERTIFICATION DOCUMENT
3.255.70	RIGHT OF WAY ENGINEERING PRODUCTS
3.255.75	UPGRADED/UPDATED RIGHT OF WAY CERTIFICATION DOCUMENT
5.270.20.50	TECHNICAL SUPPORT
5.270.20.99	OTHER CONSTRUCTION ENGINEERING WORK PRODUCTS
5.270.25.15	PRE-CONSTRUCTION MEETING
	OTHER CONSTRUCTION ENGINEERING AND GENERAL CONTRACT
5.270.99	ADMINISTRATION
	CONSTRUCTION ENGINEERING AND GENERAL CONTRACT ADMINISTRATION
5.275	OF STRUCTURES WORK
5.285.10	FUNCTIONAL SUPPORT
5.285.10.15	OTHER FUNCTIONAL SUPPORT
5.290.35	TECHNICAL SUPPORT
5.295.15	AS-BUILT PLANS

E. Exclusion of Work

The request for design services excludes work in the following fields because of existing District 4 or Caltrans Division of Engineering Services (DES) consultant contracts in these disciplines:

1. Hydraulic Engineering – includes drainage design, run-off calculations, and hydraulic studies.
2. Traffic Engineering – includes traffic forecasting, traffic modeling, traffic studies, and development of Traffic Management Plans.
3. Environmental Studies – includes Preparation of Draft and Final Environmental Document and all permit activities to environmental agencies.
4. Structural Engineering – includes new or retrofit design of bridge or major building facility structures.
5. Geotechnical Engineering – includes all geotechnical testing, analysis, studies and reports.
6. Material Testing – field testing of any material for design use or construction material testing.
7. Visual Impact Analysis.
8. Land Surveying
9. Water Quality
10. Right of Way Engineering
11. For additional exclusions refer to “Location of Work”.

The Consultant shall not include design staffing in hydraulics, traffic, environmental, structures, geotechnical, water quality, right of way engineering, visual impact graphics specialist or material and surveying services in its Statement of Qualifications (SOQ), organization charts or in the Cost Proposal. However, Consultant may present its company or subconsultant team’s abilities in performing multi-discipline transportation projects as additional information in the SOQ. Minor structures, architectural services, electrical, and landscape architecture or other disciplines not described herein that could be an important component of project delivery may be included in the SOQ. Although the Consultant will not directly provide design services in hydraulics, traffic, environmental, structures, geotechnical engineering, materials testing, visual impact, land surveying, water quality, and right of way engineering, the Consultant shall have knowledge and experience in the aforementioned disciplines to perform design services in a Project Engineer or Assistant Project Engineer role.

F. Schedule of Performance/Period of Performance

This is a three (3) year contract. Task Orders will be issued and executed during the term of this contract. Task Orders shall be completed in the timeframe stated in the Task Order and prior to the expiration of the Contract.

Caltrans and the Consultant will develop and agree to a schedule for the services and deliverables to be completed and delivered, and, where appropriate, for acceptance criteria and acceptance tests that the services and deliverables must satisfy to be accepted. All deliverables must satisfy the Standards set forth in this Contract in order to be accepted for payment.

Services and deliverables identified in a Task Order will be completed and delivered as specified in the Task Order and in accordance with the terms of this Contract.

G. Personnel Requirements

1. The Consultant shall, throughout the life of the Agreement, retain within the Consultant's firm, or through the qualified Sub-Consultants, a staff of people qualified to perform all aspects of the required Design Engineering Services work described in this Contract and all work specified in a Task Order.
2. The Consultant's personnel shall be capable, competent, and experienced in performing the types of Design Engineering Services work in this Agreement with minimal instructions. Personnel skill level should match the Task complexity.
3. The Consultant is required to submit a written request and obtain the Caltrans Contract Manager's prior written approval for any substitutions, additions, or alterations to the Consultant's originally proposed staff and project organization, as depicted on the proposed Consultant's Organization Chart or the Consultant's cost proposal. Substituted staff is subject to the same qualification requirements as the staff replaced.

4. Consultant Contract Manager:

The Consultant's Contract Manager shall coordinate the Design Engineering Services related matters and Consultant's operations under this Agreement with Caltrans' Contract Manager.

The Consultant's Contract Manager shall have a minimum of three (3) years of responsible experience performing the duties as a Contract Manager for similar Design Engineering Services contracts. The Consultant's Contract Manager will be an employee of the prime consultant.

The Consultant's Contract Manager will be a Registered Professional Engineer licensed in the State of California, with a minimum of five (5) years of demonstrated experience in Design Engineering Services work.

In addition to other specified responsibilities, the Consultant's Contract Manager shall be responsible for all matters related to the Consultant's personnel, Sub-Consultants, Design Engineering 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. Assigning qualified personnel to complete the required Task Order work as specified.
- c. Administering personnel actions.
- d. Maintaining project files.
- e. Developing, organizing, facilitating, and attending scheduled coordination meetings and preparation and distribution of meeting minutes.
- f. Implementing and maintaining quality control procedures to manage conflicts, insure product accuracy, and identify critical reviews and milestones.
- g. Overseeing that all safety measures are in place.
- h. Providing invoices in a timely manner and provide monthly contract expenditures.
- i. Reviewing invoices for accuracy and completion before billing to Caltrans.
- j. Manage Sub-Consultants.
- k. Manage overall budget and provide report to Caltrans' Contract Manager.
- l. Monitoring and maintaining required DBE involvement

5. CONSULTANT Task Order Manager

For each Task Order the Consultant shall provide a Consultant Task Order Manager to coordinate the Consultant's Task Order operations with Caltrans' Contract Manager and Caltrans' Task Order Manager.

6. CONSULTANT Task Order Lead person

A Task Lead person (who may be other than the Consultant's Contract Manager) shall be assigned to conduct, or direct the conduct of, all work assigned under a single Task Order. The Task Lead person shall be the primary contact for their assigned Task Order and be available for communication with Caltrans.

7. CONSULTANT Personnel and Team Member Qualifications

Responsible Project Engineers will be registered Professional Engineers in the State of California with a minimum of three (3) years experience in transportation engineering or related fields. Other project design professionals (such as Assistant Project Engineers) will have, as a minimum, a Bachelor of Science degree in Engineering, with three (3) years experience in transportation engineering and related fields. Other transportation professionals and specialists should have appropriate degrees, education, certificates, licenses, applicable work experience, and other professional affiliations in their related fields.

The Consultant team member shall be capable of assisting the Consultant's Contract Manager in all aspects of the required work. The Consultant team member professional qualifications will be specified in each Task Order.

Depending on the substance of the Task Order, the Consultant's Task Order Managers or responsible technical staff shall fulfill one of the following licensing or degree requirements:

- a. Registered Civil Engineer (RCE) licensed in the State of California.
- b. Registered Electrical Engineer (REE) licensed in the State of California.
- c. Registered Landscape Architect (RLA) licensed in the State of California
- d. Bachelor of Science degree, with at least three (3) years of experience in transportation engineering and related fields may be substituted for professional license, subject to review and approval by the Caltrans Contract Manager and Task Order Manager.

8. In responding to Caltrans' Task Order and in consultation with Caltrans' Contract Manager, Consultant's Contract Manager shall identify the specific individuals proposed for the task and their job assignments. The Consultant shall provide documentation that proposed staff meet the appropriate minimum qualifications as specified.
9. The Consultant's personnel shall typically be assigned to and remain on specific Caltrans projects until completion and acceptance of the project by Caltrans. Personnel assigned by the Consultant shall be available at the start of a Task Order and after acceptance of the project by Caltrans.
10. After Caltrans' approval of the Consultant's staff proposal and finalization of a Task Order, the Consultant may not add or substitute staff without Caltrans' prior approval.
11. Resumes containing the qualifications and experience of the Consultant's personnel, which include existing, additional, and substitute personnel shall be submitted to Caltrans' Contract Manager for review before assignment on a project or Task Order.

Caltrans' Contract Manager may interview the Consultant's personnel for the qualifications and experience. The Selection Panel's decision to select the Consultant's personnel shall be binding to the Consultant and its Sub-Consultants.

Caltrans' Contract Manager shall have the responsibility of determining the quality and quantity of work performed by the Consultant's personnel. Caltrans' Contract Manager may reject any consultant personnel determined by Caltrans' Contract Manager to lack the minimum qualifications. If at any time the level of performance is below expectations, Caltrans' Contract Manager may direct the consultant to immediately remove Consultant personnel from the project specified in a Task Order and request another qualified person be assigned as needed. The substitute personnel must meet the qualifications required by this agreement for performance of the work as demonstrated by a resume submitted by the Consultant. Substitute personnel must receive prior approval from Caltrans' Contract Manager. The Consultant shall not remove any staff without the written consent of Caltrans' Contract Manager. The removal of personnel without the written approval from Caltrans' Contract Manager shall be violation of the Contract Agreement and result in termination of the Agreement.

12. When required by Caltrans' Contract Manager, the Consultant's Contract Manager shall provide a substitute employee until an assigned employee returns to work from an approved leave. The substitute personnel shall have the same classification, not exceed the billing rate and meet or exceed the qualifications and experience level of the previously assigned personnel. Substitute personnel must receive prior approval from Caltrans' Contract Manager.
13. The Design Engineering Services responsible person, a Registered Professional Engineer licensed in the State of California, signing deliverables under this agreement requiring the signature of a Design Engineering Services responsible person shall be currently employed by the Consultant or its Sub-Consultants at the time of deliverable submittal and through the Caltrans review and acceptance process.
14. A Design Engineering Services responsible person whose signature appears on any deliverables under this agreement that has not been fully approved by Caltrans and who is no longer currently employed by the Consultant or its Sub-Consultants shall be replaced with a qualified Design Engineering Services responsible person at no additional cost to Caltrans.
15. All of the Consultant's work shall be conducted under the direction of the Consultant's Contract Manager who shall have the appropriate experience as described in this Agreement. All deliverables under this agreement requiring the

Design Engineering Services responsible person signature shall be produced by the Consultant staff having appropriate experience and signed by a Design Engineering Services responsible person.

16. Except for Sub-Consultant personnel, all personnel utilized by the Consultant to perform the services described in this Agreement shall be employed by the Consultant. Subcontracting is permitted, subject to approval of Caltrans' Contract Manager and all Sub-Consultant personnel shall be identified as such.
17. Other project staff not identified also must satisfy appropriate minimum qualifications. Caltrans' prior approval is required for all staff not identified on the Consultant's organization chart or the Consultant's cost proposal.
18. The Consultant's timesheet/expenses shall be approved by Caltrans' Contract Manager before submitting timesheets or expense reimbursement requests for payment.
19. The page which identifies the preparer of engineering reports, technical studies, the title sheet of specifications, and each sheet of plans, shall bear the professional seal, certificate number, registration classification, expiration date of the certificate, and the signature of the Registered Professional Engineer(s) licensed in the State of California, responsible for the preparation.
20. The Consultant's staff (Engineers, assistants & Technicians) shall be experienced in the use of Caltrans' CADD Based Software MICROSTATION and CaiCE. These staff shall be experienced in working with English and metric units.
21. The Consultant is responsible to provide fully trained staff to efficiently perform the Design Engineering Services work. The Consultant's staff may be asked to attend certain special training if recommended by Caltrans' Contract Manager. On such occasions, with the approval of Caltrans' Contract Manager, Caltrans will compensate the Consultant for the time spent in training only. All other costs or fees associated with the training, including any transportation costs and training fees, will be the Consultant's responsibility. In addition, services to train Caltrans' staff shall not be provided by the Consultant under this Contract.
22. Consultant will make every effort to choose the most cost effective alternatives in performing the work under this Agreement. Utilizing the most cost-effective alternative includes but is not necessarily limited to, staff assignments, overtime, travel, per-diem and any reimbursable Other Direct Cost items. Cost effectiveness without sacrificing quality is of paramount importance.

H. CONSULTANT Availability and Work Hours

1. The Consultant shall begin the required Design Engineering Services work per the Task Order after receiving a fully executed Task Order and the issuance of the Notice to Proceed (NTP) from Caltrans' Contract Manager. Once the work begins, the work shall be performed diligently until all required work has been completed to the satisfaction of Caltrans' Contract Manager.
2. Design Engineering Services work shall not be performed when conditions prevent a safe and efficient operation.
3. The Consultant's Contract Manager, Task Order Manager, and Key Personnel shall be accessible to Caltrans' Contract Manager at all times during normal Caltrans working hours.
4. The typical workday includes all hours worked identified in the Task Order and also as directed by Caltrans' Contract Manager. Unless otherwise specified in the Task Order or directed by Caltrans' Contract Manager, the normal workweek will consist of forty (40) hours.
5. Caltrans' Contract Manager may direct the Consultant's employees to work overtime. All overtime shall be pre-approved by Caltrans' Contract Manager. Overtime shall be worked only when directed in writing by Caltrans' Contract Manager and specifically required by the Task Order.

I. General Requirements

1. The Consultant shall carry out instructions as received from Caltrans' Contract Manager, and shall cooperate with Caltrans, other involved agencies, other consultants, other contractors, and others, working on the same projects or adjacent projects in this contract and on each Task Order.
2. It is not the intent of the foregoing paragraph to relieve the Consultant of professional responsibility during the performance of this Agreement. In those instances for which the Consultant believes a better standard solution to a task being performed or a problem/issue being addressed is possible, the Consultant shall promptly notify Caltrans' Contract Manager of these concerns, together with the reasons therefore. However, Caltrans will make all final decisions on the scope of the Consultant's activities and investigations.
3. At Caltrans' direction, the Consultant is required to coordinate activities and work closely with multiple stakeholders including but not limited to, Caltrans' planners,

engineers, and project managers and planning, engineering, and construction firms contracted by Caltrans. Design Engineering Services work is a critical element of project planning and construction schedules and must be accomplished in a timely fashion.

4. The Consultant shall notify the Caltrans Contract Manager or designee in writing at least forty-eight (48) hours before it begins field work, unless the Task Order specifies some other notification date.
5. Caltrans' Contract Manager will decide the manner in which the coordination of individual matters is undertaken. At the Caltrans Contract Manager's option they may be performed by the Consultant's direct contact, by the Consultant acting through Caltrans or by Caltrans only. When coordination efforts require agreements, such agreements shall be obtained through Caltrans.
6. The Consultant and sub-consultant personnel shall not meet, discuss, nor confer with the public, Caltrans personnel, Agency personnel or any personnel other than Caltrans' Contract Manager, representatives appointed by Caltrans' Contract Manager, and approved Consultant personnel. Any communication with any personnel excluding Caltrans' Contract Manager or representative and approved Consultant personnel require prior written approval from the Caltrans Contract Manager.

J. Equipment Requirements

1. Office Equipment and Supplies (Consultant's Office):

At no additional cost to Caltrans, Consultant shall have and provide adequate office equipment and supplies to complete the required Design Engineering Services work specified in this Agreement. Such equipment and supplies shall include, but not be limited to, the following:

- a. Office Supplies
- b. Computers with appropriate software, printers, plotters, fax machines, and calculators data collectors and their necessary attachments and accessories
- c. Data processing systems, reference materials, or other tools, including hardware and software, used in providing deliverables. This includes, but are not limited to:
 - i. Microsoft Office Software (i.e. Word, Excel, PowerPoint, etc.)
 - ii. Processing digital terrain models in Caltrans' approved roadway design format (CAiCE, Civil 3D).

- iii. Coordinate geometry calculations. This software shall use/create coordinate geometry databases; naming and coding conventions in Caltrans' approved formats (CAiCE, Civil 3D).
- iv. Formatting survey data and digital terrain models to the formats used by Caltrans' computerized survey and design systems.
- v. Interpolating survey data.
- d. Reference material, design aids or other tools, used in providing deliverables
- e. Computer Aided Drafting equipment and software capable of producing surveying maps, drawings, and documents in the Caltrans approved format (MicroStation).

2. Field Equipment and Supplies:

Consultant shall have and provide adequate field tools, instruments equipment, materials, and supplies to complete the required Design Engineering Services field work. The tools, instruments equipment, materials, and supplies for each Design Engineering Services field staff shall include, but not be limited to, the following:

- a. Sufficient vehicles suitable for the work to be performed and terrain conditions of the project sites. Vehicles shall be fully equipped with all necessary tools, instruments equipment, materials, and supplies required for the efficient operation of a Design Engineering Services field staff. Each vehicle shall have an overhead flashing amber light, visible from the rear, with a driver control switch. Vehicles without side windows shall not be used. All vehicles will be clearly marked as to ownership. Each vehicle shall be equipped to meet Caltrans safety requirements.
- b. A laptop computer with appropriate software.
- c. Communication device; Mobile telephone, cellphone
- d. Hand tools as appropriate for the requested field staff work.
- e. Provide all necessary safety equipment including hardhats, hard-soled boots, eye protection, and an approved vest as appropriate for the requested Design Engineering Services fieldwork to be performed safely and efficiently within operating highway.

3. The Consultant shall provide all necessary equipment, tools, instruments and safety equipment required to perform the work identified in each Task Order and this Agreement accurately, efficiently, and safely. The Consultant shall not be reimbursed separately for tools of the trade.

K. Consultant Reports and/or Meetings

1. For active Task Orders, Consultant shall submit progress reports at least once a month. The report should be sufficiently detailed for 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 and the related costs and expenses by the Consultant's and Sub-Consultant's personnel by use of Caltrans' WBS level element(s):
<http://www.dot.ca.gov/hq/projmgmt/guidance.htm>

Progress reports will set forth a schedule of milestones (including tollgate milestones), the current status of progress toward each milestone (such as, but not limited to, on schedule, out of schedule with correction in place, or out of schedule with no current correction), and a schedule of deliverables.
3. When applicable, progress reports shall indicate an estimated percentage of work completed and a corresponding estimate of budget spent for work deliverables. The estimate of work completion and budget spent shall be for the same time period. The progress reports shall include actual DBE and small business participation on a monthly and cumulative basis.
4. Monthly Progress Reports shall cover the same period of performance as the monthly invoices.
5. The Consultant's Contract Manager shall meet with Caltrans' Contract Manager as needed to discuss progress on the Agreement.
6. The Consultant's Contract Manager shall be responsible for drafting of the minutes of the meetings and submit them to Caltrans' Contract Manager within one (1) week of the meeting for review and comment. The Consultant's Contract Manager shall distribute final version of meeting minutes within two (2) calendar days of final approval.
7. Consultant shall be available, on two (2) days' notice, to meet with Caltrans; to participate in internal Project Development Team (PDT) meetings or other Caltrans meetings, to attend public meetings (day and evening) where a Design Engineering Services expert is required; to participate in any public hearings necessary for the Project; and to provide technical expertise on an "as-needed" basis.

8. Project Coordination Meetings (focus meetings) may be called by Caltrans or the Consultant at any time that any party requires discussion of Project issues. The Consultant shall prepare the minutes of the meeting and submit them to Caltrans three (3) calendar days after the meeting.
9. When authorized by the Caltrans Contract Manager or directed by a Task Order, the Consultant may establish direct contact with governmental regulatory and resource agencies, including, but not necessarily limited to: the U.S. Army Corps of Engineers, the U.S. Fish and Wildlife Service, the U.S. Forest Service, the Bureau of Land Management, the California Department of Fish and Game, California Department of Parks and Recreation, the California Water Quality Control Boards, California Coastal Commission, State Office of Historic Preservation, the Native American Heritage Commission, Regional Clearinghouse of the California Historical Resources Information System, other agencies, institutions, researchers or groups, and others for the purpose of obtaining information, expertise, and assistance in developing baseline data and resource inventories relative to the project.
 - a. The Consultant shall maintain a record of all such contacts and shall transmit copies of these records to Caltrans on a regular basis, at the minimum, with the regular monthly progress reports. Caltrans shall provide prior approval for, and may participate in, any and all contacts, intra-agency scoping meetings or other meetings with resource agencies to discuss project impacts, or project mitigation proposals.
 - b. The Consultant shall not commit Caltrans to any mitigation measures or mitigation compensation.
 - c. The Consultant shall not negotiate or make decisions in Caltrans' name. Caltrans will retain responsibility for all final consultation, both informal and formal, with the State, Federal, and Local agencies regarding project mitigation, compensation proposals, and any issues. The Consultant will be available to provide advice and to participate in such consultations as specified in each Task Order, as directed by the Caltrans Contract Manager, and at the request of Caltrans.
10. Coordination with Caltrans, other Consultants, and other involved agencies will be required to achieve compatibility with the concerns and requirements of Caltrans and other agencies. Coordination may include, but is not necessarily limited to, coordination with Caltrans, other Consultants, local agencies, U.S. Army Corps of Engineers, US Forest Service, US National Park Service, California Department of Parks and Recreation, California Department of Fish and Game, California Fish and Game Commission, US Fish & Wildlife Service, Regional Water Resources Control Boards, California Water Resources Control Boards, California Coastal Commission, and other agencies.

- a. Caltrans shall provide prior approval for any meetings to discuss project. The Consultant shall maintain a record of all such contacts and shall transmit copies of these records to Caltrans on a regular basis, at the minimum, with the regular monthly progress reports.
 - b. The Consultant shall not commit Caltrans to any measures or compensation.
 - c. The Consultant shall not negotiate or make decisions in Caltrans' name. Caltrans will retain responsibility for all final consultation, both informal and formal, with Caltrans, other Consultants, and other involved agencies regarding project proposals and any issues. The Consultant will be available to provide advice and to participate in such consultations as specified in each Task Order, as directed by the Caltrans Contract Manager, and at the request of Caltrans.
11. As a minimum, the monthly report should address the following specific areas:
- a. Time related project status via a bar chart schedule.
 - b. Physical progress.
 - c. Amendment summary history.
 - d. Narrative status report by task to include work accomplished in the previous month, work planned for the next month, identification of project issues, and an action plan to resolve issues.
 - e. Earned Value Report.
 - f. Graphical comparisons for actual progress vs. earned and planned progress for: physical (%complete), performance (hours complete) and cash flow.
 - g. Bar Chart Schedule showing the Critical Path and Logic Network Schedule, and identifying issues that would affect the project development activities and milestones.
 - h. Monthly forecast of work report showing total dollars expended in current month, next month's planned expenditures, and planned expenditures for the remainder of the fiscal years.
 - i. Consultant shall give written notice to Caltrans' Contract Manager and Task Order Manager within seven (7) working days after Consultant knows or should know of any cause or condition which might, under reasonable foreseeable circumstances, result in delay and cost over-runs for which Consultant may request an extension of time and monies to complete the services.
 - j. Consultant shall report in a timely manner, through correspondence and monthly progress reports, whenever it appears that approved schedules outlined in the Task Order will not be met, whether or not the reasons are within the Consultant's control. In the event the Task Order Scope and Schedule of the Services are modified, and the modified Schedule is approved by Caltrans, the Consultant shall submit a revised Milestone

Schedule. Consultant shall perform the Services in accordance with the latest approved revised Task Order Milestone Schedule.

12. Prior to completion of the Agreement, the Consultant shall hold a final meeting with Caltrans' Contract Manager to present findings, conclusions and recommendations and shall submit a comprehensive final report on the project.

L. Standards

1. The Consultant is responsible for obtaining all necessary manuals, reference documents and other materials.
2. All work shall be performed in accordance with all applicable Local, State, and Federal statutes, laws, codes, regulations, policies, procedures, specifications, performance standards, and guidelines, including latest Caltrans regulations, policies, procedures, standards, specifications, performance standards, directives, guidelines, handbooks, guidance document forms, templates, policy memo, methodologies, and compliance with State and Federal Highway Administration (FHWA) guidelines for implementing those requirements; any permits, licenses, agreements or certifications that apply to specific Task Orders; and current Caltrans Manuals and their current revisions. Work not covered by the "Manuals" shall be performed as specified in the Task Order.
 - a. The Consultant is responsible for obtaining, at its expense, all manuals, reference documents, and other materials.
 - b. All work shall comply with the requirements of current Caltrans Manuals and their current revisions. The Publications staff can be reached at (916) 263-0822, and the center is located at the following address:

State of California
California Department of Transportation
Publication Distribution Unit
1900 Royal Oaks Drive
Sacramento, CA 95815-3800
 - c. Manuals and documents that are not available from the Caltrans Publication Distribution Center or are not available from Caltrans' Internet web site may be requested from Caltrans' Contract Manager. Caltrans does not guarantee the availability of publications nor its Internet web pages.
 - i. <http://www.CALTRANS-opac.ca.gov/publicat.htm>
 - ii. <http://www.dot.ca.gov/manuals.htm>
 - d. Caltrans' manuals, guidelines, and standards are dynamic documents. The Consultant is responsible to verify that the latest version or update is used.

3. Subject to Caltrans review, approval, and acceptance, Consultant has total responsibility for and shall verify the accuracy and completeness of the deliverables, and backup documents under this agreement prepared by the Consultant or its Sub-Consultants for the projects as specified in this Agreement and in each Task Order. All deliverables, and backup documents under this agreement shall be reviewed by Caltrans for conformity with Project standards and the requirements in the Task Order. Reviews by Caltrans do NOT include detailed review or checking of major components, quantitative calculations, related details or accuracy of information. The responsibility for accuracy and completeness of such items remains solely that of the Consultant.
4. The Consultant or its Sub-Consultants shall not incorporate any materials or equipment of a single or sole source origin without the advance written approval of Caltrans.
5. Caltrans' Contract Manager shall address all questions which may arise as to the quality or acceptability of deliverables furnished and work performed for this Agreement.
6. Prior to Design Engineering Services work, the Consultant shall prepare and obtain approval from Caltrans' Contract Manager a quality control plan, for how the minimum standard of work quality will be achieved, in effect during the entire time the work is being performed under the Agreement. The Consultant will complete the quality control plan and certify at the end that the all measures contained therein were completed. Caltrans will perform quality assurance on the quality control plan to assure that quality control was completed.

The Consultant's quality control plan shall establish a process whereby:

- a. All deliverables are reviewed for accuracy, completeness, and readability before submittal to Caltrans.
- b. Calculations and plans are independently checked, corrected and re-checked.
- c. All job-related correspondence and memoranda are routed and received by affected persons and then filed in the appropriate Task Order file.
- d. Field activities are routinely verified for accuracy and completeness, such that any discovered deficiencies do not become systemic or affect the result of a Task Order deliverable.

The Consultant shall provide an outline of the quality control program before specific task begins and shall identify critical quality control reviews within each Task Order. Caltrans' Contract Manager will periodically request evidence that the quality control/quality assurance plan is functioning. All deliverables, and

backup documents under this agreement submitted to Caltrans' Contract Manager for review shall be marked clearly as being fully checked or unchecked, and that the preparation of the material followed the quality control plan established for the work. The Quality Control/Quality Assurance (QC/QA) plan shall contain provisions for the development of appropriate "checklists" to maintain product quality and control. These "checklists" shall be delivered to Caltrans' Contract Manager with the QC/QA plan. The Consultant shall update these documents when directed by Caltrans' Contract Manager. Within thirty (30) days of the Notice to Proceed (NTP), the Consultant shall submit to Caltrans' Contract Manager a job specific QC/QA plan and staffing plan.

Where several drawings show different work in the same area, means shall be provided to assure that conflicts do not exist.

7. The deliverables, and backup documents under this agreement shall be of a quality acceptable to Caltrans' Contract Manager. The criteria for acceptance shall be a product of neat appearance, well organized, technically and grammatically correct, independently checked for error, having the maker and the checker identified, and conformity to Caltrans.

The minimum standard of appearance, organization, and content of deliverables, and backup documents under this agreement, shall be that of similar types produced by Caltrans and set forth in related Caltrans manuals.

8. Additional standards for specific Design Engineering Services work may be included in the Task Order. If such additional standards conflict with the standards specified herein, the standards specified herein shall take precedence over the Task Order standards.

M. Field Safety

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

1. The Consultant shall maintain an awareness of health and safety requirements and enforce applicable regulations and contract provisions for the protection of the project personnel and the public. The Consultant's Design Engineering Services personnel shall comply with all safety provisions of Caltrans' Safety Manual(s). The Consultant shall comply with Occupational Safety and Health Administration (OSHA) regulations, applicable to the Consultant, regarding safety equipment and procedures.

2. Field work shall not be performed when conditions prevent a safe, efficient operation and shall only be performed with written authorization by Caltrans.
3. The Consultant shall provide, at no cost to Caltrans, all safety equipment. The Consultant's Design Engineering Services personnel shall wear safety footwear, white hard hats, eye protection, and approved safety vests at all times while working in the field.
4. The Consultant shall provide, at no cost to Caltrans, appropriate safety training for all the Consultant's and Sub-Consultant's office and field personnel, including training required for performing Design Engineering Services work in an office setting or in the field to work on and near highways.
5. The Consultant shall be solely responsible for the health and safety protection of its personnel, Sub-Consultants and Sub-Consultants' personnel in performance of this contract.
6. Pursuant to the authority contained in Section 591 of the Vehicle Code, Caltrans has determined that within areas that 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.

N. Manuals, Documents, and Websites

The following manuals, documents and links to internet sites are referenced in association with the Design Engineering Services work in this Agreement. The list is not all-inclusive, but is intended to illustrate the types of reference material and sources of information.

1. Caltrans' Internet Home Webpage
<http://www.dot.ca.gov/>
2. Caltrans' Manuals Internet Webpage
<http://www.dot.ca.gov/manuals.htm>.
3. CALTRANS Publications Internet Webpage
<http://caltrans-opac.ca.gov/publicat.htm>
4. CALTRANS Highway Design Manual
<http://www.dot.ca.gov/hq/oppd/hdm/hdmtoc.htm>

5. CALTRANS Traffic Manual and MUTCD 2003 Supplement
<http://www.dot.ca.gov/hq/traffops/signtech/signdel/trafficmanual.htm>
6. CALTRANS Construction Manual
<http://www.dot.ca.gov/hq/construc/constmanual/>
7. CALTRANS Project Development Procedures Manual
<http://www.dot.ca.gov/hq/oppd/pdpm/pdpmn.htm>
8. CALTRANS CADD Users Manual
<http://www.dot.ca.gov/hq/oppd/cadd/usta/caddman/default.htm>
9. CALTRANS Safety Manual
http://www.dot.ca.gov/hq/opo/safety/safetymanual_toc.htm
10. Standard Plans and Standard Specifications
<http://www.dot.ca.gov/hq/esc/oe/standards.php>
11. CALTRANS Ready-to-list and Construction Contract Award Guide
http://www.dot.ca.gov/hq/esc/oe/specifications/rtl_guide/
12. Caltrans Plans Preparation Manual
<http://www.dot.ca.gov/hq/oppd/cadd/usta/ppman/default.htm>
<http://www.dot.ca.gov/hq/oppd/cadd/usta/ppman/toc.htm>
13. AASHTO Policy on Geometric Design of Highways and Structures
(Not a Caltrans Publication)
14. Project Plan Preparation Manual of Instructions
http://www.dot.ca.gov/hq/esc/oe/project_plans/index.htm
15. Standard Special Provisions
<http://www.dot.ca.gov/hq/esc/oe/conststand.html>
16. Specification and Estimate Procedures
<http://www.dot.ca.gov/hq/esc/oe/standards.php>
17. Design Information Bulletins
<http://www.dot.ca.gov/hq/oppd/dib/dibprg.htm>
18. Design Memorandum
<http://www.dot.ca.gov/hq/oppd/design/index.htm>

19. CALTRANS Cooperative Agreements Manual
<http://www.dot.ca.gov/hq/oppd/coop/index.htm>
20. CALTRANS Guide for the Submittal of Plans, Specifications, and Estimates
http://www.dot.ca.gov/hq/esc/oe/specifications/pse_guide/PS&E_Guide_3_27_01.pdf

O. Orientation Provided by Caltrans

Caltrans may provide orientation regarding Contract and Task Order requirements for each Task Order as deemed necessary by Caltrans. The orientation may consist of instructions on Caltrans procedures, practices, and requirements for the specific Design Engineering Services work to be performed. The Consultant shall perform the Design Engineering Services work in conformance with the orientation instructions, in addition to the Contract requirements specified herein and in the executed Task Order.

P. Monitoring and Review Procedure

1. Caltrans' Contract Manager shall have the right to monitor and review the progress and processes of the Consultant.
2. The Consultant shall meet with Caltrans' Contract Manager a minimum of once per month or as needed to review procedures and progress.
3. The performance of Consultant's Contract Manager, key personnel, and team shall be evaluated by Caltrans' Contract Manager, as needed, annually, and at the end of the contract. Unsatisfactory reviews may result in the request to replace the existing consultant personnel with new personnel. Evaluation includes but is not limited to the following:
 - a. Job performance.
 - b. Quality of Work.
 - c. Timely submittal of reports, invoices and diaries, and other required documents.
 - d. Early detection of problems and timely resolutions.
 - e. Requesting timely approval for personnel changes and travel expenditure.
 - f. Responsiveness and Ability to control costs.
 - g. DBE Participation.

Poor performance and any negative evaluations will result in replacement of the Consultant's Contract Manager and/or key personnel, and will be reflected adversely on the Consultant's performance evaluation

Q. Materials to be Provided by Caltrans

Caltrans may provide the Consultant available background materials related to the Task Order. The Consultant shall use the material in the execution of the specific work described in the Task Order. Materials (if applicable) that might be furnished by Caltrans will be listed in the individual Task Orders and may include:

1. Existing documents, right of way record data, survey maps, control, data, topographic map, and planimetric map, if any, that are applicable to the current project within the project limits.
2. Appropriate background or reference information for each Task Order.
3. Project special provisions, full-size and reduced-size sets of project plans, materials information handout, and contract and proposal, as necessary.
4. Caltrans standardized forms
5. The Consultant shall notify Caltrans, in writing, in advance of its need to enter upon private property or facility to perform work. The Consultant's notice shall specify the date, purpose, duration, location, and the time of day of the Consultant's activities. Caltrans will provide Permits to Enter for private property access. The Consultant is responsible for notifying the property owner 48 hours in advance of entering the property, unless otherwise specified in the Permit. The Consultant shall notify Caltrans' Contract Manager within 48 hours if permission has been denied. The Consultant shall carry the Permits to Enter on their person while performing work outside the Caltrans Right-of-Way. No work shall be performed by the Consultant outside the Caltrans Right-of-Way without permits to enter. The Consultant shall comply with all conditions imposed by the Caltrans Contract Manager and requirements set forth in the Permit To Enter.

For Task Order work performed on any property that Caltrans does not own or control, the Consultant shall be responsible for obtaining all necessary approvals and permits. The Consultant shall identify all necessary approvals and permits, prepare signature-ready permit applications, and track the status of permit applications, as specified in each Task Order.

6. Appropriate site topographic maps, as-built drawings, and blank Caltrans plan sheet overlays, electronic seed files, and cell libraries, as available, for each design Task Order.

Note: The Consultant is responsible for the return to Caltrans, in original condition, of all items provided for use under this agreement from Caltrans. The Consultant will replace, at said Consultant's own expense, all lost or damaged Caltrans data or materials.

R. Materials to be Provided by the Consultant

Unless otherwise specified herein or in the Task Order, the Consultant shall provide all materials to complete the required Design Engineering Services work in accordance with the delivery schedule and cost estimate outlined in each Task Order.

S. Product Approval and Payment

1. The Consultant shall only perform work that is authorized and described in a written Task Order ("TO") that is signed by both Caltrans and the Consultant.
2. All Design Engineering Services deliverables, and backup documents under this agreement produced by the Consultant, as specified by the Task Order, shall be subject to the approval and acceptance by Caltrans' Contract Manager prior to invoicing and payment for these items.
3. In the event of non-acceptance due to errors, omissions or non-compliance with the current Caltrans Manuals and their current revisions, the Consultant shall make corrections to the satisfaction of Caltrans' Contract Manager at no cost to Caltrans prior to payment. Caltrans will withhold payment until the work is satisfactorily completed and accepted by Caltrans' Contract Manager. Additional cost incurred to correct errors will not be compensated.
4. The Consultant's Design Engineering Services work that does not conform to the requirements specified herein and the applicable Task Order will not be paid and shall be corrected at the Consultant's expense at no additional cost to Caltrans.
5. The Consultant shall be available to review and defend engineering calculations, application of engineering judgment, and operation of facilities constructed per the Consultant's design in the event of claims or lawsuits arising out of the Consultant's work connected with this project at the expense of the Consultant without further compensation.

T. Deliverables

All deliverables, intermediate work products, and original documents, including but not limited to, original field notes, photographs, reports, documents, plans, data, data files, edits to field data, adjustment calculations, final results, drawings, specifications, estimates, studies, record search, books, maps, manuscripts, manuals, electronic software developed databases, spreadsheets, procedural scripts, marcos developed, and intellectual properties, developed during the life of this contract, shall become the property of Caltrans and shall be sent to Caltrans at the conclusion of the Task Order requirements or when requested by the Caltrans Contract Manager. The consultant shall retain a copy of all documents furnished to Caltrans.

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

1. Data Format for Electronic File Transfers

The Consultant shall deliver electronic files meeting the following requirements:

- a. Alphanumeric information (80 character, ASCII data type).
- b. Reports (Acrobat Writer 5 and above)
- c. Graphs, charts (Acrobat Writer 5 and above).
- d. Comply with standard naming convention (such as, but not limited to, Project ID, Route/PM, Date).

2. The Consultant shall obtain written approval from Caltrans for all deliverables, and backup documents under this agreement, if they form part of any Task Order issued by Caltrans' Contract Manager. The format and content requirements for all deliverables, and backup documents under this agreement shall be specified in each Task Order and as directed by Caltrans' Contract Manager.

3. The Consultant shall provide Design Engineering Services work in close liaison with Caltrans' Contract Manager. Caltrans shall exercise review and approval functions through Caltrans' Contract Manager at key points, as specified in each Task Order. Milestone reviews shall be performed with Caltrans' Contract Manager for the specific performance, products, and deliverables listed in each Task Order.

4. The Consultant will prepare a cost estimate showing task, subtask, personnel, personnel hours estimated for each task or subtask, and a schedule of deliverables.

5. All deliverables, and backup documents under this agreement shall be prepared on Caltrans standardized forms. Necessary forms shall be provided by Caltrans for the Consultant's use.
6. Specifications and other written documents shall be submitted in both hardcopy and unprotected electronic files in the Caltrans-approved forms and in the Caltrans-approved format (Microsoft Word), and shall conform to Caltrans standards and shall conform to the requirements of Caltrans' Office Engineer.
7. When the Consultant is required to prepare and submit deliverables, and backup documents under this agreement to Caltrans as required by this Contract and any approved Task Order issued by Caltrans' Contract Manager and under this Agreement, these documents will be reviewed. They shall be submitted in draft as scheduled and the opportunity provided for Caltrans to direct revisions, prior to final submittal. The specific schedule for Caltrans' review of the Consultant's submittals will be specified in the Task Order issued by Caltrans' Contract Manager.
8. The Consultant shall also submit one (1) unprotected electronic copy of all deliverables, and backup documents under this agreement required under this Agreement in a specified format (CD). The file formats shall be specified in each Task Order. Appropriate documentation shall accompany each digital device indicating the contents of each file.
9. If the Consultant fails to submit the required deliverables, and backup documents under this agreement items set forth in this Agreement and in each Task Order issued by Caltrans' Contract Manager, Caltrans shall have the right to withhold payment and/or terminate this Agreement in accordance with the termination provisions of the contract. If the Agreement is terminated, the Consultant shall at Caltrans' request, return all materials recovered or developed by the Consultant under the Agreement.
10. For each Task Order, a milestone submittal schedule shall be prepared by the Caltrans' Contract Manager. Milestones may be changed by written agreement between Caltrans' Contract Manager and the Consultant's Contract Manager through an amendment to the Task Order. Prior to concluding such an agreement, Caltrans' Contract Manager will obtain the necessary internal Caltrans approvals.
11. The Consultant shall prepare and update the Caltrans WBS for each Task Order issued by Caltrans' Contract Manager showing a deliverables' schedule.
12. The Consultant shall maintain a separate complete set of project files for each Task Order issued by Caltrans' Contract Manager performed under this

Agreement. These files shall be indexed in accordance with Caltrans' Project Development Uniform File System (http://www.dot.ca.gov/hq/oppd/pdpm/chap_pdf/chapt07.pdf). These files shall be made available to Caltrans' Contract Manager during normal working hours and shall be transferred to Caltrans upon completion of work under the Task Order. If requested by Caltrans' Contract Manager, the Consultant shall provide these file copies.

13. All Design Engineering Services deliverables, and backup documents under this agreement performed on computer shall be delivered to Caltrans including, but not limited to the formats specified below:
 - a. Word processing documents in Microsoft Word and spreadsheets in Microsoft Excel.
 - b. Other - As specified in the Task Order.

14. Deliverables specified in each Task Order shall be delivered to:

CALIFORNIA DEPARTMENT OF TRANSPORTATION
Division of Design
Street Address: 111 Grand Avenue
City, State, Zip: Oakland, CA 94612
Attn:

15. All studies, plans, reports, data, and manuals shall be submitted in both hardcopy and unprotected electronic files in the Caltrans-approved forms and in the Caltrans-approved format (Microstation, CAiCE, Civil 3D), and shall conform to Caltrans standards and the requirements of Caltrans' Office Engineer.

16. As part of the work involved in the preparation of the PS&E, and estimates, the Consultant shall prepare and furnish to Caltrans special provisions for items of work included in the plans, which are not covered by the "Standard Specifications" and Caltrans approved special provisions.

17. Plans shall be prepared in conformance with the current editions of Caltrans' Plans Preparation Manual, the CADD Users Manual, and the following:
 - a. All CADD work shall be in compliance with Caltrans' CADD Users Manual. CADD work shall also incorporate, as deemed necessary by the Contract Manager and Task Order Manager, any revisions to the CADD Users Manual that are made during the course of the contract.
 - b. Conform to Caltrans' graphics and plotting standards. Files needed include, but are not limited to: cell libraries for highways and structures, font resources, color tables, and graphics seed files. These files are provided only in MicroStation format (.dgn) format and can be obtained electronically from Caltrans' Internet site at

http://www.dot.ca.gov/hq/oppd/cadd/rsc_files/webpage.php (click on CTCELLIB.cel to download file)

18. All CADD graphics files submitted to Caltrans shall be two-dimensional (2-D) graphics files in MicroStation format (.dgn). All graphics files submitted must display and plot properly on the District's plotting system. Effective October 1, 1992, in accordance with the CADD Users Manual, submitted CADD plan sheet files should not contain any referenced data. All drawing data and features relating to a CADD plan sheet file shall be fully contained in that CADD file.
19. The Consultant shall submit CAiCE archive files as described in the CADD Users Manual, Project Development Procedures Manual (PDPM), and PS&E guide gold book.
20. The Consultant shall submit all plans on CD ROM using MicroStation (.dgn) file format in accordance with Caltrans' standards. The unprotected electronic files shall include the engineer's electronic signature and seal. The Consultant shall verify the latest version of software used prior to submittal. The Consultant will also provide plot parameter (.par) or IPARM (.i) files in accordance with I-Plot standards.
21. Diskettes are not acceptable to Caltrans. Any translation efforts necessary to obtain these formats shall be the responsibility of the Consultant at no extra cost to Caltrans.
22. The Consultant requests for applicable District CADD copies of plans or topographic maps (past or present) to complete the task shall be made in writing to Caltrans' Contract Manager and Task Order Manager at least two (2) weeks prior to their need. The request shall describe what is needed and the reasons therefore. The Contract Manager and Task Order Manager will review the request and only forward request of information that is deemed necessary by the Contract Manager and Task Order Manager. Requests for additional CADD copies of information previously provided to the Consultant by Caltrans shall be at the Consultant's expense, with no extra cost to Caltrans. The CADD files associated with another project (past or present) will not be released without prior written authorization from Caltrans' Contract Manager.
23. The Consultant shall be responsible to convert any past CADD files and/or modify any CADD graphics to current standards. If CADD copies are not available, the Consultant will convert what is available to meet current CADD submittal standards.

24. As part of the services required for the preparation of the PS&Es, the Consultant shall prepare and furnish Special Provisions for all items included in the plans which are not covered in the Standard Plans and Standard Specifications or require more detail than is presented on the project plans. Caltrans will supply the Consultant with the Special Provisions' standard format on microcomputer disks in Microsoft Word. The Consultant shall edit and prepare the Special Provisions specific to the project using the latest version of Microsoft Word. The Standard Special Provisions (SSPs) should be edited according to the instructions contained therein and according to the guidelines in the Ready To List and Construction Contract Award (RTL) Guide. In addition, updated SSPs are maintained on Caltrans' HQ website: <http://www.dot.ca.gov/hp/esc/oe/index.html#standards>. No disk containing Microsoft Word files will be provided since SSP updates occur on a daily basis.
25. PS&Es shall be prepared in conformance with current editions of Caltrans' Plans, Specifications, and Estimates (PS&E) Guide.

U. Conflict of Interest

1. All Design Engineering Services provided by the Consultant and deliverables produced by the Consultant shall be free of any conflict of interest and shall be subject to the approval and acceptance of Caltrans' Contract Manager.
2. The Consultant shall not receive compensation for all services in which the Consultant is found to have a conflict of interest. In the event of non-acceptance due to discovery of conflict of interest, the Consultant shall provide replacement deliverables free of any conflict of interest prior to payment. In the event replacement deliverables are not possible, the Consultant shall not receive compensation for the deliverables containing conflict of interest.
3. All professional and technical engineering services such as design analysis, studies and deliverables produced by the Consultant shall be free of any conflict of interest and shall be subject to the approval and acceptance by Caltrans' Contract Manager.

The Consultant and its subconsultants will not be eligible to bid on or otherwise compete for or accept awards for contracts for non-A&E construction or related construction services for projects identified in the SOQ or assigned Task Order(s). If the Consultant or any subconsultants are not assigned specific projects by the expiration of the Contract, either may bid or otherwise compete for and enter into contracts for non-A&E construction and related services.

In the event of non-acceptance of a deliverable due to discovery of conflict of interest, the Consultant shall provide replacement deliverables free of any actual or potential conflict of interest as a prerequisite to receiving payment for the deliverable. In the event it is not possible to provide a replacement deliverable, the Consultant shall not receive compensation for any deliverables that contains a conflict of interest.

One example of conflict of interest is:

- a. Providing both preparation and review of the same work on the same project for Caltrans or others.
4. All Consultant personnel working in a staff-augmentation role are required to complete security and privacy awareness training each year and sign a confidentiality and nondisclosure agreement.
See <http://onramp/hq/security/training.shtml>

V. Task Order

1. Specific projects 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.
2. After a project to be performed under this contract is identified by Caltrans, Caltrans will prepare a draft task order. The draft task order will identify (with specificity):
 - a. the purpose or goal of the Task Order, including the duties (if any) that can be identified with Caltrans work breakdown system (WBS) activity codes
 - b. the scope of services,
 - c. expected results,
 - d. project deliverables,
 - e. performance criteria or performance tests for the services (which demonstrate that the project deliverables satisfy the purpose or goal of the Task Order),
 - f. period of performance, the Task Order term, dates of service or project schedule, and/or due dates.
 - g. any milestone or tollgate deliverables (such as, but not limited to, any deliverables that must be delivered and accepted prior to subsequent work being performed).

- h. sufficient data to tie the Task Order to the Contract (including contract number, name of Caltrans Contract Manager, and name of Requester).

The draft task order will be delivered to the Consultant for review. The Task Order will identify the Caltrans Project Manager.

- 3. The Consultant shall return the draft task order to Caltrans' Contract Manager within three (3) calendar days unless the time frame is extended by Caltrans' Contract Manager. The task order returned to Caltrans will clarify deliverables, expected results, and project schedule, and it will also contain a cost estimate including, at a minimum, the names of the individuals proposed for work on this task, the individuals' classifications, the duties the individual will perform along with the Caltrans activity codes (WBS) for such duties, a written estimate of the number of hours per staff person under each duty or activity, any anticipated reimbursable expenses, and total dollar amount must be based on rates in Attachment 2, Cost Proposal.
- 4. The cost estimate shall be in the format prescribed in the draft Task Order. The Consultant agrees that each cost estimate shall be the product of a good faith effort exercise of engineering judgment. Provided agreement is reached on the negotiable items, both Caltrans and the Consultant shall sign the finalized task order. If Caltrans and Consultant are unable to reach agreement, Caltrans may terminate the agreement. No payment will be due or made for any work performed on an unsigned Task Order, and Caltrans shall not pay for any work described on the unsigned Task Order.
- 5. For each Task Order, a milestone submittal schedule shall be prepared by Caltrans' Contract Manager. Milestones may be changed by written agreement between Caltrans' Contract Manager and the Consultant's Contract Manager through an amendment to the Task Order. Prior to amending such an agreement, Caltrans' Contract Manager will obtain the necessary internal Caltrans approvals.
- 6. Other information may be included at the request of Caltrans' Contract Manager.
- 7. Caltrans will provide to the Consultant electronic templates of Task Order formats and required boilerplate language.
- 8. Task Orders may not be used to amend the Agreement and may not exceed the scope of work under the Agreement.
- 9. Task Orders are not valid until approved by Caltrans and subsequently signed by both parties.

10. 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 due or made for any work performed prior to approval or after the period of performance of the Task Order.
11. 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 Agreement.
12. 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.
13. 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.
14. All personnel to be used in the Task Order shall be those identified in the Consultant's Cost Proposal.
15. At the Caltrans Contract Manager's direction, the Task Order Manager will assist Caltrans Contract Manager in monitoring and verification of Consultant's performance and deliverables. The Caltrans Contract Manager shall have the ultimate responsibility and authority to verify Consultant's performance cost, schedule and deliverable.
16. 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/ch12.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.

The Caltrans Contract Manager prior approval is required for all domestic or international travel.

W. Licenses and Permits

1. The Consultant shall be an individual or firm licensed to do business in California and 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. If the Consultant is located within the State of California, a business license from the city/county of the Consultants headquarter is necessary however, if the Consultant is a corporation, a copy of the incorporation documents/letter from the Secretary of State's Office can be submitted. If the Consultant is located outside the State of California, the Consultant shall submit to Caltrans, a copy of its business license or incorporation papers for the state of residence showing that the Consultant is a company is in good standing in that state.
3. In the event, any license(s) and/or permit(s) expire at any time during the term of this Agreement, the Consultant agrees to provide Caltrans with a copy of the renewed license(s) and/or permit(s) within 30 days following the expiration date. 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 per Exhibit D, Section III, Termination.